



City of Palm Coast

Agenda

City Council Workshop

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

Mayor Milissa Holland
Vice Mayor Robert G. Cuff
Council Member Nick Klufas
Council Member Steven Nobile
Council Member Heidi Shipley

Tuesday, November 28, 2017

9:00 AM

Community Wing

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are televised on Charter Spectrum Networks Channel 495 and on AT&T U-verse Channel 99.
- > All pagers and cell phones are to remain OFF while City Council is in session.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on topics on the workshop agenda or any topic or proposition not on the agenda, shall come to the podium and state their name. Each speaker will have up to three (3) minutes each to speak. The Mayor will advise when the three (3) minutes are up and the speaker will be asked to take a seat and wait until all public comments are finished to hear answers to all questions. Once all members of the audience have spoken, the Mayor will close public participation and no other questions/comments shall be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in discussing an issue further or ask additional questions,

individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

E. PRESENTATIONS

- 1. PRESENTATION - CHARTER REVIEW SUMMARY REPORT**
- 2. PRESENTATION - HURRICANE IRMA AFTER ACTION REPORT**
- 3. PRESENTATION ON PROPOSED PARKS AND RECREATION FEE STRUCTURE**

F. WRITTEN ITEMS

- 4. RESOLUTION 2017-XX APPROVING A ONE-YEAR PRICE AGREEMENT WITH HARRIS CULVERT, INC. TO PURCHASE VARIOUS TYPES OF DRAINAGE PIPES**
- 5. RESOLUTION 2017-XX APPROVING PRICE AGREEMENT WITH HOWARD FERTILIZER & CHEMICAL FOR THE PURCHASE AND DELIVERY OF VARIOUS LANDSCAPE CHEMICALS AND FERTILIZER FOR THE CITY MEDIANS AND PARK ATHLETIC FIELDS.**
- 6. RESOLUTION 2017-XX APPROVING AN EASEMENT WITH THE COLUMBIAN CLUB OF FLAGLER COUNTY, INC., FOR THE OLD KINGS ROAD WIDENING PROJECT**

G. PUBLIC PARTICIPATION

Remainder of Public Participation limited to three (3) minutes each

H. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

I. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

J. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

K. ADJOURNMENT

- 7. CALENDAR/WORKSHEET**

City of Palm Coast, Florida

Agenda Item

Agenda Date :11/28/2017

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	PRESENTATION - CHARTER REVIEW SUMMARY REPORT	
Background : In September of 2017, the City of Palm Coast initiated a public participation process to educate the community about the City's charter and solicit input regarding potential changes and amendments to the document. The existing charter was written in 1999 when the city was incorporated, has been amended from time to time, but has not been reviewed in its entirety. Ms. Marilyn Crotty, Director of the Florida Institute of Government at the University of Central Florida, was engaged to facilitate the process. A series of public workshops were held in September and October. Ms. Crotty will present the summary report from the four (4) public workshops, which includes issues identified by Ms. Crotty and comments from attendees and suggestions submitted through the City's website. If City Council would like to amend the Charter, City staff will need direction on the scope of the amendments, whether the amendments would constitute an update or major policy changes. City staff anticipate follow up meetings to discuss the specific of any changes and a draft ordinance. If City Council does not want to amend the Charter, this presentation would conclude the review process.		
Recommended Action : For City Council discussion and direction.		



CHARTER REVIEW

CITY OF PALM COAST

September – November 2017

Marilyn Crotty

Institute Of Government – University of Central Florida

INTRODUCTION

In September of 2017, the City of Palm Coast initiated a public participation process to educate the community about the city's charter and solicit input regarding potential changes and amendments to the document. The existing charter was written in 1999 when the city was incorporated, has been amended from time to time, but has not been reviewed in its entirety.

Ms. Marilyn Crotty, director of the Florida Institute of Government at the University of Central Florida was engaged to facilitate the process. A series of public workshops were held in September and October to be followed by a workshop with the City Council in November.

This report is a summary of the four public workshops and includes comments from attendees; suggestions that were submitted to the city via email and its website; and issues for consideration identified by Ms. Crotty.

PROCESS

Workshops, one in each of the city's four districts, were held on the following dates:

September 27, 2017 – Matanzas High School

October 4, 2017 – Indian Trails Middle School

October 18, 2017 – Buddy Taylor Middle School

October 26, 2017 – Flagler Palm Coast High School

Approximately 12 – 20 people were present at each workshop with many of them attending multiple sessions. In addition, several elected officials were present at one or more of the meetings.

Each 2 hour workshop followed the same format beginning with a presentation by Ms. Crotty providing an overview of the charter review process, an explanation of city charters in general, and a comparison to the state and federal constitutions. She then invited questions from the attendees regarding the process and charter government. A public comment period followed with speakers limited to three minutes. Ms. Crotty then discussed specific sections of the Palm Coast charter at each meeting, presented issues for consideration, and responded to questions regarding these items. The public workshops concluded after another comment period when attendees were encouraged to suggest any additions, deletions, or changes to the Palm Coast charter.

September 27, 2017

After providing the educational information previously described, Ms. Crotty addressed Sections 1-5 of the Palm Coast Charter and identified potential changes to the following items:

1. Reformat the document as shown in the Model Charter (National Civic League) with articles and sections making it easier to understand and make future changes.
2. Add a preamble to the charter that identifies the source of authority for the charter and the intent or purpose of the document.
3. Delete Sections 1 and 2 that relate to the incorporation of the city and are now obsolete.
4. Revise Section 3 adding a general statement of the city boundaries.
5. Add a paragraph to Section 4 regarding intergovernmental relations (Model Charter Sec. 1.03).
6. Revise Section 5. (1) (b) 2.b and 5.(1) (b) 3.b.to add length of residency requirement
7. Delete Section 5. (1) 4. which is now obsolete.
8. Revise Section 5. (2) (a) to delete reference to initial terms.
9. Revise Section 5. (2) (c) to delete reference to new council.
10. Clarify Section 5. (5) (a) to be consistent with Sec. 5. (7) (a) specifying when the organizational meeting is held in non-election years.
11. Delete Section 5 (6) (a) (1) and (3) referencing salary amounts since (a) says compensation is established by ordinance.
12. Add in Section 5 (7) (b) 4. "violated any provision of the charter".
13. Add language in Sec. 5 (7) regarding Judge of Qualifications (from Model Charter).
14. Sec. 5. (7) (e) 1. Consider adding length of time remaining in term of mayor for holding a special election – also applies to Sec. 8. (5) (a).
15. Add language authorizing city council to make investigations (from model charter).
16. Section 5.(8) (b) Consider whether an affirmative vote of the majority of the Council attending is adequate to pass an ordinance.
17. Section 5. (10) – Add prohibition on holding other office and appointments and removals (from Model Charter).
18. Section 5. (11) – add language prohibiting giving orders either publically or privately.

Public Comments: The public comments received at this meeting addressed the following:

- Increasing the number of districts in the city to seven
- Concern about the charter review process and the absence of a citizens' committee
- No need to make any changes to the charter – leave as is
- Opposed to allowing the City Council to make investigations

October 4, 2017

Following the format described above, the second public workshop was held on October 4th. Ms. Crotty provided information on Sections 6 and 7 of the Palm Coast Charter and addressed the following issues for consideration:

1. Section 6. (1) (b) – add an option for a hearing process for removal of city manager.
2. Section 6. (2) (b) – add provision of a waiver by city council of residency requirement.
3. Section 6. (2) (c) – Review powers and duties for potential additions from model charter (long-term goals; regional and intergovernmental cooperation; partnerships).
4. Section 6. (2) – Add a provision for an Acting City Manager during absence of manager.
5. Section 7. (2) – Add information on Submission of Budget and Budget Message.
6. Section 7. (3) (e) – Review limitation on Council's contracting authority both amount and time limit.
7. Section 7. – Add Fiduciary Oversight provision (from Model Charter).
8. Section 7. – Add requirement for independent audit.

Public Comments: The public comments received at this meeting addressed the following:

- Extend the time frame limitation on borrowing to 15 years and keep the \$15 million limit.
- Provide for a periodic cost of living increase for salaries of elected officials.
- Include qualifications for running for elective office.
- Add penalties for violating the charter.
- Change the form of government from Council – Manager to Mayor-Council form.
- Require periodic change of independent auditor
- Trust Council to provide hearing process for city manager upon removal from office.
- Support residency requirement for city manager.
- Consider adding Auditor as another charter officer.
- No need for fiduciary oversight in charter because that is an operational duty.
- Interim city manager process should be in charter with Council approving that individual.
- Increase size of city council – 5 members not enough.
- If two council members added, they should be elected at large like the Mayor.
- Do not revise the charter; it opens the document to other changes that should not be made.

October 18, 2017

The third public workshop focused on Sections 8 and 9 of the charter. Ms. Crotty made the same educational presentation she had previously presented and then addressed the following Issues:

1. Revise and move Section 5(b) 2a. and Section 5(b)3a. to Section 8 and bring into conformance with state election laws regarding petitions and fees
2. In Section 8(5)(a) determine length of time remaining when vacancy occurs in the office of Mayor rather than automatically holding a special election. Would need to be revised in conjunction with changes in Sec. 5. (7) (e) 1.
3. In Section 8(7) the membership of the canvassing board should be increased to 3 and anyone whose s name is on the ballot should not be eligible to serve.
4. Delete the 48 pages of Section 9. (1) and (2) which include legal descriptions and add statements that boundaries of the city and council districts are available at city hall and on the city website.

Public Comments:

- Require one year residency prior to qualifying to run for office
- Give authority to City Council, by majority vote, to direct the city manager to remove an employee with just cause
- All expenditures (dollar amount) not in budget must be approved by the City Council
- Leave quorum requirements the same
- Include that the Flagler County Supervisor of Elections is responsible for all elections
- Move the language regarding the districting committee from section 10 to Section 9
- Increase Council to seven members
- This charter review process is in violation of the charter and is not legal (mentioned by 3 people)
- Treat employees with dignity

October 26, 2017

The final public workshop focused on Sections 10, 11, and 12 of the charter and also included the basic information that had been shared at the previous workshops. Ms. Crotty identified the following issues for consideration:

1. Revise Section 10 (2) (a) and (b) to eliminate language about the initial charter review and require a charter review a minimum of every ten years by a charter review committee that is advisory to the council. Delete the timeframe for delivery of recommendations to the City Council

2. Section 10. (3) Change the percent required for initiative and referendum. Delete reference to charter amendment in this section because it conflicts with state law.
3. Add a detailed process for initiative and referendum (see Model Charter)
4. Move Section 10 (4) (a-g) Districting process to more appropriate section
5. Reword Section 11. to reflect charter rather than act
6. Delete Section 12. Transition Schedule due to obsolescence

Public Comment:

- Do not amend the charter
 - Citizens have been denied the right to review the charter; the people should have input
 - There should be a citizen's committee reviewing the charter
 - The city should trust the people. We should return to the charter and appoint a committee
 - The current process (public workshops) is working; no problem with this
 - The city administration does what it pleases; the charter provides for a citizen review
 - If the city does not set up a committee by Nov. 5th it is in violation of the charter, state law, and the U.S. Constitution
 - Follow the process outlined in the charter
 - This is a control issue; citizens are not trusted; only done so people can say we tried a charter review and it did not work
 - The committee has to be funded; my calculations indicate it would be just less than \$100k(10 hours per week for 40 weeks)
 - State law states funded
 - I am sure I would not be on the committee
- (comments regarding use of citizen committee for charter review process were made by 4 individuals who spoke multiple times)*

ADDENDUM

PUBLIC INPUT RECEIVED VIA EMAIL AND WEBSITE

From: <do_not_reply@palmcoastgov.com>
Subject: Website Feedback
Date: August 12, 2017 at 5:31:14 PM EDT
To: <dakins@palmcoastgov.com>

Problem/Bug

As many are aware I have proposed a City Charter Referendum to change the Charter to a Strong Mayor form of Government. I will be proceeding to draft it and start get the 10 percent of the electorate signatures to the election board in time for it to be placed on the 2018 ballot. There is a deep desire among the electorate to take the City to a people elected Strong Mayor with Strong council persons. The Referendum will call for abolishing the City Manager form and state the new Strong Mayors budget tens of thousands under the bloated City Managers. It also will call for new City Lawyers for a clean start independent of historical ties that have done to many illogical spending. Signed, George D Meegan Sr.

Suggested Charter Changes

Charter changes. Section 5 Paragraph 11 add the following, "A city employee may have access to the Mayor or City Council member to lodge a complaint against the City Manager or City Attorney. The Mayor or City Council member will have the authority to review the complaint and report back to City Council for appropriate action"

Section 6 paragraph (3) sub (b) remove last sentence. The City Attorney should live in Palm Coast

Section 7 paragraph (3)sub (e) remove the words "other unfunded" This will make all contracts over 15 million subject to citizen review

Charter Section 7 paragraph (e) add The City Council shall not by administrative action overrule the results of a referendum unless a state of emergency has been declared by the Governor or Federal authorities

September 28, 2017

City of Palm Coast Council
City Clerk
Charter Review
160 Lake Avenue
Palm Coast, FL 32164

Via E-Mail: vsmith@palmcoastgov.com
charter@palmcoastgov.com

RE: City Charter Review

Members of City Council and City Clerk:

Last night, I was in attendance for the first of four planned meetings addressing the charter review for the City of Palm Coast. Council and staff members in attendance were encouraged by Ms. Crotty to post public comments regarding ideas as well as the process.

According to Council's section of the City's website, "citizen participation" is encouraged throughout the current process. The procedures, as outlined, include: sending ideas/thoughts to the city at a designated email address, attending the planned workshops, attending Council workshops, and then voting on proposed amendments, "if any are proposed during the 2018 election cycle". Continuing with this process, we learn it is the "City Council that will consider whether any changes to the charter should be proposed to the voters". A facilitator, Marilyn Crotty, has been hired by City Council to conduct the planned workshops and provide Council with a summary on Nov. 28, 2017. Thereafter, Council will hold meetings from December through February to finalize formal action, if any.

I prepared well-researched remarks for last night's meeting. Public comments were limited to (2) 3 minute opportunities; hardly ample time to discuss our charter, "comparable to the Constitution of the United States or a state's constitution". In fact, during last night's meeting, Ms. Crotty provided our state has currently empaneled "a body" to review our state constitution. Likewise, we learned the cities of Tallahassee and Cocoa Beach, through citizens appointed to charter review committees, changed their charter to address campaign finance and have limited contributions for municipal candidates. Our own city attorney, a charter officer, participated in a charter review committee for the City of Winter Springs; and, yet, he, along with our other charter officer, seek to deny the citizens of Palm Coast that same opportunity and are determined to have City Council control the entire process. Before addressing the obvious question, allow me to present the remarks prepared for last night's meeting:

According to the City's website, the current process is advertised and promoted as a Charter Review. Details are listed on the City Council section, with its own tab labeled, "Charter Review". Words matter.

What is a City Charter? As provided by the City, “A municipal charter... is comparable to the Constitution of the United States or a state’s constitution. The charter is, therefore, the most important legal document of any city”.

According to a 5/31/17 FlaglerLive article, “It’s a brief, 22-page document that sets out how the city is to govern itself, leaving the details to ordinances”.

The City Council’s page provides, “The Palm Coast City charter was approved by the Florida Legislature”. In fact, in order to become a City, a charter had to be drawn and subsequently approved by the Florida Legislature.

The Charter Review process on the website and adopted by City Council is extremely different than that explained by six simple sentences of Section 10, sub section 2 of our own Charter. This is the first issue that must be addressed.

According to Marilyn Crotty, the intermediary, hired by the Council, a city charter “should be compact, simple, clear, readable, and understandable to the lay citizen”. I agree. My background is that of an insurance underwriter and I know from experience insurance policies are to be written such that sixth graders are able to read and comprehend. So, this lay citizen read Section 10 – General Provisions of our Charter.

There are 5 separate sections: Charter Amendment, Charter Review, Initiative and Referendum, Adjustments of Districts, and Standards of Conduct.

Subsection 2 – Charter Review has 2 parenthetical sections, Schedule and Charter Review Committee. Six sentences outline the process for a Charter Review.

The Charter **shall be reviewed** no sooner than 10 years after the creation of the City..., and thereafter it may be reviewed every ten years. (As FlaglerLive reported in 5/17, the charter has been amended but **a full review has never been completed**. Many interpret the mandatory “shall be reviewed” as a review should have been done in 2009; but, the language is clear; it says no sooner than 10 years. Eighteen years is not any sooner than 10 years. I would argue the first compulsory review should follow our Charter.

The next 5 sentences outline how a 5 member Charter Review committee “**shall be appointed**” by city council members and the mayor, an appointee from each district and an appointee at large. The Council **shall fund the committee**. The committee **shall be appointed** one year before the next scheduled general election, finish its work, and make presentations no later than 60 days before the general election. City Council **shall hold** at least 2 public hearings on the proposed changes before placing the proposed changes on the general election ballot.

Seems clear to me; but, Ms. Crotty said, “One of the reasons that it’s a good time for you to look at your charter is because your charter is not clear on how you go about that process”. (FlaglerLive 8/9/17).

So, I questioned this. I was told Florida Statutes, [Chapter 166, section 031](#) governs this process and gives the Council the authority to change the charter review process. I humbly disagree. I read F.S. 166.031. Its title is **Charter Amendments**, not Charter Review. Section 10, subsection 1, rightfully references Chapter 166 as the Municipal Home Rule Powers Act is important for cities; however, as F.S. 166.031(3) notes, “A municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. **This section shall be supplemental to the provisions of all other laws relating to the amendment of municipal charters and is not intended to diminish any substantive or procedural power vested in any municipality by present law**”. Yes, City Council can amend, by ordinance, or elector(s) may by petition, offer proposed amendments, such as was done with the change in our election process, moving to even-numbered years; but, this is not a Charter Review. Section 10 (2)(a)(b) **is contrary**. It spells out, in layman’s terms, how the Charter Review is to proceed.

I went further. Attorney General Opinion, AGO 2003-36, was written to address question by a Charter Review Committee for the City of Hallendale Beach. The committee asked if the city charter could be amended so that the city council could amend without referendums, except in certain circumstances defined by [F.S. 166.021\(4\)](#). The answer was “No”. Yet, another statute provides clarity as far as Charter Amendments are concerned; but, neither reference Charter Review.

Ms. Crotty, as reported by FlaglerLive (8/9/17), first met Attorney Reischmann, a charter officer according to Section 6 of our Charter, while he was a member of a citizen panel working on the charter for the City of Winter Springs. According to the article, Reischmann has parroted Landon’s position, another charter officer, that the council, not an independent body [not the people], maintain control of the review and the process. Winter Springs does not and did not conduct its charter review in the manner before us. Why are we?

Money. Maintain the status quo. Control.

Offering an amendment through the Charter Amendment process is essentially the council identifying a change and putting the proposed change on the ballot. By the time it gets to the ballot, little education has occurred and it becomes like those judges who appear on the ballot – retain yes or no?

The referendum initiative method requires citizens to mobilize, gather petition signatures, have it presented to council and contingent upon council’s action, place it on the ballot. At least 10% of registered voters, ranging from 7,000 to 8,000, required signatures. We already see difficulties in mobilizing voters to vote. The referendum process requires work that sadly many choose to not to do.

The Charter Review, spelled out in our charter, is a **citizen panel**, much like the one Mr. Reischmann joined in Winter Springs. I would argue it is a “substantive or procedural power vested” in the City of Palm Coast, specifically its citizens. By adopting the current process, the people are circumvented and neutralized. City Council offers reasons as to why the current process was chosen and the prescribed process was cast aside:

- There is not a ground swell or clamoring for the review
- The elected body is exposed to more information than the everyday resident.
- The county's experience proved to be a "huge learning experience" for that committee and after 6 months they couldn't move forward.
- Tremendous amounts of resources were required to educate the lay people
- Essentially, it's complicated.

Please note Section 10(2)(a)(b) does not require any of the above for the first mandatory Charter Review to occur.

The county process was NOT a charter view. That committee was tasked with determining if a Charter form of government would work in Flagler. They concluded it would not.

The City Council and the Charter Officers looked at the Charter, specifically Section 10(2)(a)(b) and decided to change it. And they have done this without placing this proposed change on the ballot for a vote by its electors. Why? Because the outcome sought has already been written, "There's not that much in it that needs to be changed, tweaked, adjusted, or added", stated Marilyn Crotty in an August 10, 2017 Daytona Beach News Journal article penned by Matt Bruce. A conclusion has been reached before the first meeting.

This current process satisfies being able to check the box and say, we did it. We had the Charter Review. We can look our constituents in the eye and say we tried, there wasn't any excitement, and the changes offered simple aren't feasible. But that's wrong.

John Brady's letter of June 5, 2017 captures the essence of the current process, "the idea of citizens having the accumulated knowledge of the workings of municipal government" is basically absurd. But he goes on to make a point with which I concur, a lack of understanding of the "way things have always been done", or the good ole' boys' system, is an asset, not a detriment as it invites citizens to apply critical thinking skills and ask why, why not, and what if. Mr. Brady offers several suggestions. I have recommendations, too; yet, I fear the current process opens the door to litigation. Still, sadly in the end, our ideas will not get past the automatic 3 No votes currently on council.

We are being told to sit down. Be quiet. Council knows best. This is an Eminence Front. It's the fox guarding the hen house. Sadly, taxpayers are paying for this and "We the People" have been subjugated to hens.

I urge City Council to request an opinion from the Attorney General to reconcile the current charter review process with that outlined in our Charter and approved by the Florida Legislature.

Sincerely,

Kimble Medley
Palm Coast Elector, District 2

Virginia Smith

From: Kimble Medley <kimblemedley@gmail.com>
Sent: Tuesday, October 24, 2017 12:09 PM
To: Charter; Virginia Smith
Subject: Charter Review Recommendations
Attachments: PC City Charter Review Recommended Changes.docx

Follow Up Flag: Follow up
Flag Status: Flagged

As recommended by the facilitator, Ms. Crotty, and city staff, I am attaching my suggested changes to the Charter, with mark-ups and comments.

I may submit further recommendations based on future meetings.

Thank you,

Kim Medley

Sent from [Mail](#) for Windows 10



CITY OF PALM COAST - CHARTER[1]

Footnotes: --- (1) ---

Editor's note— Printed herein is the Charter of the City of Palm Coast, Florida, as adopted by Laws of Fla., ch. 99-448, and as amended in ch. 2002-339, effective on May 1, 2002.

Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

Insert Introductory paragraph

Commented [KM1]: Add introductory paragraph similar to a mission statement or a basic definition of what the charter is.

Deleted: ¶

Article I. - Short title.

Commented [KM2]: Change current "Section" titles to Article.

Deleted: Sec. 1

This act, together with any future amendments thereto, shall be known and

may be cited as the "City of Palm Coast Charter," hereinafter referred to as "the Charter."

Deleted:

Article II. - Legislative intent.

Deleted: Sec. 2

The Legislature hereby finds and declares that:

(1) The area in Flagler County known as the Palm Coast Service District includes a compact and contiguous urban community amenable to separate municipal government.

(2) It is in the best interests of the public health, safety, and welfare of the citizens of this community to form a separate municipality for the Palm Coast Service District area with all powers and authority necessary to provide efficient and adequate municipal services to its residents.

Article III. - Incorporation of municipality.

(1) There is hereby created effective, December 31, 1999, in Flagler County, Florida, a new municipality to be known as the City of Palm Coast.

(2) The corporate boundaries of the City of Palm Coast, hereinafter referred to as "the City," shall be as they exist as of the current time and as amended by state law.

(3) The City of Palm Coast shall operate under a Council-Manager form of government.

The general duties of the Council (described in Article 5) shall be to set policy; the general duties of the Manager (described in Article 6) shall be to carry out those policies.

Deleted: Sec. 3

Commented [KM3]: Delete reference to section 9(1) as this will be changed in the same section, thereby deleting 48 pages of the charter.

Deleted: described in section 9(1).

Commented [KM4]: Change from section to Article

Deleted: section

Commented [KM5]: Change from section to Article

Deleted: section

Article IV - Municipal powers.

The City shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City.

Deleted: Sec. 4.

Deleted: ¶

¶

Article V - City Council.**(1) City Council: composition; qualifications for office.****(a) Composition.**

1. There shall be a five-member City Council consisting of four

District members and a Mayor.

2. There shall be four districts within the City, derived from the

boundaries as existing at the current time and as amended by State law.

These districts shall be designated as District One, District Two, District

Three, and District Four.

3. Each of the four Council members shall run from the district in which

they live, but be elected at-large; and, the Council members elected from

each district shall be considered to hold Seat One, Seat Two, Seat

Three, and Seat Four.

4. The Mayor shall live within the City boundaries. The Mayor shall run at-

large, and be elected at-large.

(2) Qualifications for office:

1. Each candidate for office shall be a qualified elector of the City.

2. Each individual seeking to qualify as a candidate for one of the four seats on the Council shall:

a. Submit a petition supporting his/her candidacy to the City Clerk

containing the signatures of at least one percent (1%) of the electorate

Deleted: Sec. 5.

Deleted:

Deleted:

Deleted: ¶
...

Deleted: the boundaries of which are ... as outlined in section 9

Commented [KM6]: remove reference of section 9(1).

Moved (insertion) [1]

Deleted: ¶

Deleted: E

Deleted: .

Deleted: (2).

Moved up [1]: These districts shall be designated as District One, District Two, District Three, and ... District Four. E

Deleted: .

Deleted:

Deleted: .

Commented [KM7]: Separated for ease of reading.

Deleted: (3).

Deleted: .

Deleted: . (b)

Deleted:

residing within the district (as identified in the most recent decennial census) which he/she seeks to run no later than noon on the 28th day preceding the first day of the qualifying period for the office sought;

or, Pay to the City Clerk:

i. An election assessment fee of one percent (1%) of the annual salary of the office sought; and,

ii. A filing fee of three percent (3%) of the annual salary of the office sought.

Candidates seeking to qualify who cannot pay the election assessment, fee as such payment presents an undue burden, may seek an exemption from the fee in accordance with the process outlined in state law.

b. At the time of qualification, each candidate for a Seat on the Council shall have established a physical residency and resided within the boundaries of the district for the office sought for one year; and, shall continue to maintain a residency for the length of the term of office, wherein he/she resides for a minimum of 45 weeks of each year.

3. Each individual seeking to qualify as a candidate for Mayor shall:

a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electors residing within City limits (as identified in the most recent decennial census) no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, pay to the City Clerk:

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Commented [KM8]: language consistent with F.S. 99.093(1)

Commented [KM9]: F.S. 99.093(1).

Deleted: a qualifying

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Commented [KM10]: Adds fee from F.S. 99.092(1)

Deleted: he/she seeks to run for.

Commented [KM11]: Added to include undue burden exemption process F.S. 99.093(2).

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Commented [KM12]: Physical residency shall have been established for at least one year and maintained through the term with 45 weeks of the year.

Deleted: that he/she seeks to run from. For the length of their term, Council members shall maintain residency within the boundaries of the district from which he/she ran. In addition, candidates, and Council members, shall reside at least 45 weeks in each year in the district in which they live.

Deleted: a qualifying fee of ten percent of the Mayoral salary.

i. ~~An election assessment fee of one percent (1%) of the annual salary of the office sought; and,~~

Commented [KM13]: language consistent with F.S. 99.093(1)

Commented [KM14]: F.S. 99.093(1).

ii. ~~A filing fee of three percent (3%) of the annual salary of the office sought.~~

Commented [KM15]: Adds fee from F.S. 99.092(1)

b. At the time of qualification, each candidate for Mayor shall reside within the City limits. For the length of the Mayor's term(s), the Mayor shall maintain residency within the City limits. In addition, Mayoral candidates, and the elected Mayor, shall reside at least 45 weeks in each year within the City limits.

~~(3) Terms of office.~~

(a) The term of office for each District Member shall be four ~~years.~~

Deleted: 4. Additionally, for the initial election, following the referendum approving the creation of the City, candidates for office shall qualify as provided in section 13(3)

Deleted:), ¶

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Commented [KM17]: The initial term of office has passed and this section about staggering is no longer relevant.

(b) No Council member or Mayor may serve more than two successive four-year terms. ~~No council member and/or Mayor, having served no more than two successive four-year terms, may serve any additional term as either Mayor or as City Council from a new district.~~

Deleted: in the same seat.

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(c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.

~~(4) Powers and duties of Council. Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council~~

Deleted: 3

shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

(5) Powers and duties of the Mayor.

Deleted: 4

(a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.

(b) Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.

(6) The Vice-Mayor: election and duties.

Deleted: 5

(a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.

(b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in section 5(4).

(c) In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

~~(7)~~ Compensation and expenses.

Deleted: 6

(a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.

~~(b)~~ Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

Deleted: (1) The Mayor of the City of Palm Coast, Florida shall receive the annual salary . . . of \$11,400.00. ¶
 . . . (2) Reserved. ¶
 . . . (3) Each member of the City Council of the City of Palm Coast, Florida not . . . serving as Mayor, shall receive the annual salary of \$9,600.00

~~(8)~~ Vacancies; forfeiture of office; suspension; recall; filling of vacancies.

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(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or nolo contendere to

a crime punishable as a felony, even if adjudication of guilt has been withheld;

3. Is convicted of a first-degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;

4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or

5. Is absent from three consecutive regular Council meetings without being excused by the Council.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.

2. If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or Mayor shall be

entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.

(d) Recall. The electors of the City following the procedures for recall established by general law, ordinance, and Florida Statutes 100.361, may remove the Mayor or any member of the City Council from office.

Commented [KM20]: specifically reference F.S. 100.361

Deleted: or

Deleted: .

(e) Filling of vacancies.

1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor. If less than six (6) months of the term remains; the council may appoint a Mayor until the next general election. If more than six (6) months of the term remain, then 30 days following the occurrence of such vacancy, a Special Election shall be called as outlined in section 8(5)(b). The Special Election for Mayor shall be for the remainder of the unfilled term.

Commented [KM21]: Modified to consider vacancy of less than 6 months and avoid multiple special elections.

2. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.

3. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled

by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.

4. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in section 8(5)(b) and F.S. 100.361 (6)(a-d).

Commented [KM22]: Reference F.S. 100.361

5. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

(2) City Council meetings: organizational meeting; quorum; special meetings. The Council shall meet regularly at least twice a month, at such times and places as the Council may prescribe by ordinance. Such meetings shall be public meetings, and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:

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Commented [KM23]: Provides consistency with current practice of (2) Council meetings per month

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(a) Organizational meeting. The first meeting following a general City election at which elected or reelected Council members are inducted into office shall be held in accordance with City ordinance.

(b) Quorum. A majority of the Council, including the Mayor, shall constitute a quorum. No action of the Council shall be valid unless adopted by an affirmative vote of the majority of the Council members and Mayor in attendance, unless otherwise provided by law, ordinance, or stated herein. All actions of the City Council shall be by ordinance, resolution, or motion.

(c) Special meetings. Special meetings may be held at the call of the Mayor, or, in the absence of the Mayor, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Council members. Recommended actions shall be

~~presented at the next City Council meeting such that any action taken shall be by ordinance, resolution, or motion.~~ The City Clerk shall provide not less than 24 hours prior notice of the meeting to the public, unless a declared emergency situation exists.

Commented [KM24]: This stops decisions made at workshops and allows for public comment. Currently, public comment is not offered at workshops.

~~(10)~~ City records. The Council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the Council, and the same shall at all times be a public record. In addition, the Council shall keep verbatim recordings of all meetings in accordance with state law. The Council shall further maintain a current codification of all ordinances. Such codification shall be printed and be made available to the public on a continuing basis. All ordinances or resolutions of the Council shall be signed by the Mayor or in the Mayor's absence, by the Vice-Mayor, or in the absence of both, by the Acting Mayor, and attested to by the City Clerk.

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~~(11)~~ Limit of employment of Council members. Neither Council members nor the Mayor shall be in the employment of the City while in office, nor shall any former Council member or former Mayor be employed by the City until after the expiration of ~~five (5) years~~ from the time of leaving office.

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Commented [KM25]: extend time limit post council/mayoral service

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~~(12)~~ Noninterference by City Council. Except for the purpose of inquiry and information, the Council and its members, including committees thereof, are expressly prohibited from interfering with the performance of the duties of any City employee who is under the direct or indirect supervision of the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes. (Ord. No. 03-08, § 1, 4-15-03; Ord. No. 07-07, § 1, 4-3-07; Ord. No. 2014-4, § 1, 2-4-14)

Deleted: 11

Article VI - Charter officers. The designated Charter Officers shall be the City Manager and the City Attorney.

Deleted: Sec. 6.

(1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.

(a) Appointment. The Charter Officers shall be appointed by a unanimous vote of the full Council and shall serve at the pleasure of the Council.

Commented [KM26]: Requires any candidate to appeal and demonstrate to all members of his or her qualifications and ability to garner support.

Deleted: majority

(b) Removal. The Charter Officers shall be removed from office by a unanimous vote of the full Council. If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.

Commented [KM27]: Stops the easy to garner majority rule and allows council to remove a City Manager and not be under his or her dictate for his or her own departure.

Deleted: only by a majority

(c) Compensation. The compensation of the Charter Officers shall be fixed by the City Council, shall be calculated in accordance with an industry accepted formula, which includes merit based benchmarks, and shall be reviewed every year, along with all severance packages and benefits.

Commented [KM28]: Prevents Golden Parachutes and does not tie the hands of future councils.

(d) Filling of Vacancy. The City Council shall begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney within 30 days of the vacancy. An Acting City Manager or Acting City Attorney may be appointed by the Council during a vacancy in office.

Commented [KM29]: Process should begin sooner rather than later

(e) Candidate for City Office. No Charter Officer shall be a candidate for any elected office while holding his/her Charter Office position.

(2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.

(a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.

(b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she shall establish and maintain a physical residency within the corporate limits of the City.

(c) Power and Duties. The City Manager shall:

1. Attend all meetings of the City Council.
2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be countersigned by the Mayor or by the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.
3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
4. Provide administrative services as required by the Mayor and the Council.
5. Appoint a City Clerk to serve at his/her pleasure.
6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to

Commented [KM30]: Not just a P O Box

Deleted: Upon request of the City Manager, this 6- month period may be extended by the City Council for an additional 6-month period.

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subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.

7. Shall establish procedures and provide training consistent with Florida Statute 112.3187, "Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief", also known as "Whistleblower Laws".

Commented [KM32]: Adds F.S. 112.3187 and can set up a process whereby employees are able to approach City Council Members.

8. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.

9. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.

10. Prepare and submit annually a balanced budget, budget message, and capital program to the Council.

11. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.

12. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.

13. Sign contracts on behalf of the City to the extent authorized by the Council. (Assign a dollar limit)

Commented [KM33]: Contracts that exceed this dollar limit shall be presented to the City Council for decision.

14. Perform other such duties as are specified in this Charter or as may be directed by the Council.

(3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney ~~shall be retained in house; and when appropriate, may be retained part-time, under contract.~~

Deleted: may either be retained in-house, or be retained part-time under contract.

(a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar.

(b) Residency. ~~The City Attorney shall, within six (6) months of such appointment, establish and maintain a physical residency within the corporate limits of the City. If any City Attorney services are retained part-time and under contract, such attorney need not be a resident of the City.~~

Deleted: If retained in-house, t

Deleted: Upon request of the City Attorney, this 6-month period may be extended by the City Council for an additional 6

Commented [KM34]: The Charter Officer, the City Attorney, must reside within the City. Other attorneys hired at his or her discretion, need not be residents.

Deleted: contracted,

(c) Powers and Duties. The City Attorney shall:

1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.

2. ~~Appoint, suspend or remove such assistant attorneys as may be required.~~ The remainder of the staff of the Office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City.

Deleted: If in-house; appoint

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Commented [KM35]: If the City Attorney hires outside legal counsel, he or she shall appoint, suspend, or remove; not the City Manager.

Deleted: If City Attorney services are contracted, the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required

3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.

4. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City

Manager for inclusion in the annual City budget, in accordance with uniform City procedures.

Article VII - Budget and appropriations.

Deleted: Sec. 7.

- (1) Fiscal year. The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.
- (2) Budget adoption. The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.
- (3) Appropriation amendments during the fiscal year: Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.
 - (a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.
 - (b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.

(c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.

(d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(e) Limitations to Council's Contracting Authority. Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease purchase contracts or any other unfunded multiyear contracts, the repayment of which: extends in excess of 36 months; or exceeds **\$5,000,000.00**

Article VIII. - Elections.

(1) Electors. Any person who is a resident of the City, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the City.

(2) Nonpartisan elections. All elections for City elective office shall be conducted on a nonpartisan basis without any designation of political party affiliation.

Commented [KM36]: Reduce amount to limit power.

Deleted: \$15,000,000.00.

Deleted: Sec. 8

(3) Qualifying for office. Any person who wishes to become a candidate for a City elective office shall qualify with the City Clerk concurrent with Flagler County's qualifying period as established by state law. In addition, candidates shall qualify as provided in paragraph (1)(b) of section 5.

(4) Schedule of regular elections and primaries: The general City election shall be the first Tuesday after the first Monday in November of each even-numbered year. Such City elections shall be general City elections. If there are more than two candidates who qualify for any office, a primary City election shall be held at the time of the State and Federal Primary Elections.

(a) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of section 5, when there is more than half of the term remaining shall be held during the next regularly scheduled election. Such election shall be for the remaining 2 years of the original term.

(b) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of section 5, when there is less than half of the term remaining shall be filled at the next regularly scheduled election. Such election shall be for a 4-year term.

(5) Schedule for special elections.

(a) A special election for a vacant position of Mayor, as outlined in paragraph (7)(e) of section 5, shall be called within 30 days, and the City Council shall, by resolution, fix the time for holding of such election. Such special election for Mayor shall be for the remainder of the vacant term.

(b) All other special municipal elections shall be held in the same manner as regular elections, and the City Council shall, by resolution, fix the time for holding of such elections.

(6) Determination of election to office.

(a) If only one candidate qualifies for an office, that candidate shall be deemed to be elected and shall not be placed on either the general or the primary ballot.

(b) If a primary City election is held and any candidate for an office receives a majority of the votes cast in the primary election for the office, he or she shall be deemed to be elected to the office and the office shall not be subject to an election at the regular City election.

(c) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:

1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.
2. In any primary election in which there is a tie for second place and the candidate placing first did not receive a majority of the votes cast for such office, the name of the candidate placing first and the name of each candidate tying for second shall be placed on the City's general election ballot.

(d) The candidate receiving the highest number of votes cast for the office in the City's general election shall be elected to such office. If the vote at the general City election results in a tie, the outcome shall be determined by lot as follows:

1. At the first regularly scheduled council meeting after the election, the Supervisor of Elections of Flagler County shall toss a coin. In alphabetic order, the two candidates shall call the coin.
2. The candidate whose call matches the coin toss shall be declared the winner.

(7) City Canvassing Board. For purposes of certifying absentee ballots and election results, the City Clerk and a representative from the City designated by the Council shall be known as the Canvassing Board. At the close of the polls of any City election, the Canvassing Board shall ensure that the absentee ballots are delivered to the Flagler County Supervisor of Elections, and shall meet at the County election headquarters and proceed to certify the ballots and open them in the presence of a representative of the Supervisor of Elections' office. In addition, after final election results are certified by the Flagler County Supervisor of Elections, the Canvassing Board shall immediately report the results back to a meeting of the City Council held for the purpose of final certification and filing with the City Clerk as required by law. (H. B. No. 527, § 1, 5-1-02; Ord. No. 2011-03, § 2, 9-13-11; Ord. No. 2011-21, § 2, 9-13-11; Ord. No. 2014-4, §§ 2, 3, 2-4-14) Editor's note— Section 8 of Ord. No. 2014-4, adopted Feb. 4, 2014, states, "Sections 2, 3, and 4 of this Ordinance are adopted retroactively to October 4, 2011, the effective date of Resolution 2011-94, certifying the 2011 election."

Article IX – Campaign Contribution Limitations; Citizen Campaign Finance

- (1) No candidate for the City of Palm Coast Council shall accept any election campaign contribution from any contributor, including a political committee as defined by state law, in cash or in kind, in an amount in excess of \$250 per election.
- (2) A registered elector of the City of Palm Coast may claim a refund equal to the amount of the elector's monetary contributions made in the calendar year to candidates for Mayor and City Council of the City of Palm Coast. The maximum refund for an individual is \$25. A refund is allowed only if the elector files a form, signed under penalty of perjury, with the Ethics Board and attaches to the form a copy of an official refund receipt form(s) issued by the candidate's principal campaign committee after each contribution was received. A claim form must be filed within time limits and procedures set by the Ethics Board. No individual may file more than one claim per election cycle. No receipt can be issued by a Candidate who has not met all legal requirements of the City of Palm Coast Code of General Ordinances. The Ethics Board shall file a summary report to the Mayor and City Council showing the total number and aggregate amount of political contribution refunds made on behalf of each candidate.
- (3) The City Council shall establish procedures consistent with this section for the implementation of the refund policy. The amount the Ethics Board states is necessary to pay refunds as provided for in this section shall be appropriated in amounts from the general fund or any other fund as determined by the City Council within their sole budgetary discretion and powers.
- (4) The filing of a contribution refund form containing materially false information or the willful issuance of an official refund receipt form or a facsimile of one by a candidate

or agent of a candidate to a person who did not make a contribution to such candidate is an ethics offense with penalties to be established by the City Council. The Ethics Board may hear complaints or initiate proceedings, and levy civil penalties, relating to alleged violations of this section.

Commented [KM37]: This was adopted by the City of Tallahassee for Campaign Contributions in its municipal elections. Consider adoption with changes in line with Palm Coast.

Deleted: Sec. 9.

Article X - Land description.

- 1) City boundaries. The initial corporate boundaries shall be as set forth in chapter 99-448, Laws of Florida. Boundaries may be changed in accordance with general laws regarding annexation without amendments to the Charter. Upon the effective date of this act, the corporate boundaries shall be as they exist at the current time, as amended by state law. Complete descriptions and district maps shall be maintained in accordance with City Records, Article V, Section 9, and shall be available to the public.
- 2) City Council district boundaries. The City Council district boundaries for the districts of the City Council are hereby created and established and shall exist as of the current time and as amended by state law. Boundary descriptions and maps shall be maintained in accordance with City Records, Article V, Section 9; and, shall be available to the public. The City of Palm Coast City Council Districts are: District 1, District 2, District 3, and District 4.
- 3) Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.

Commented [KM38]: Added more concise statement and deleted pages of legal description.

Commented [KM39]: Added concise statement and deleted descriptions and maps. Should be maintained on City's website, especially district maps.

- (a) Number of districts. There shall be four City Council districts. These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of subsection (2) of Article X are accomplished and adequately monitored or until a redistricting

commission is appointed as outlined in paragraph (b). All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) Districting commission. By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five City electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the City in any other capacity.

(c) Commission report. Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.

2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) Support. It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

Deleted: Page 51

(e) Procedure. The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) Failure to enact ordinance. After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next general City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

Commented [KM40]: replaced regular with general.

(g) Effect of enactment.

1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.

2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.

3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to preserve the staggering of the terms, be for either four years or for the remaining two years of the term, depending on the district vacant.

Commented [KM41]: Moved from old Section 10.

Article XI - General provisions.

(1) Charter amendment. This Charter may be amended in accordance with the provisions of the Municipal Home Rule Powers Act, chapter 166, Florida Statutes, as the same may be amended

Deleted: Sec. 10.

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from time to time, or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.

(2) Charter review; schedule, Charter Review Committee.

(a) Schedule. The Charter shall be reviewed, by a Charter Review Committee as defined by (2)(b), ten years or thereafter the creation date of December 31, 1999 of the City of Palm Coast. Thereafter it shall be reviewed every 10 years.

(b) Charter Review Committee. A seven-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one member at large. The Charter Review Committee shall appoint two members. The Palm Coast City Council shall establish timeline and procedures for the Charter Review Committee. The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election and complete its work and present any recommendations for change no later than 60 days before the general election. The Palm Coast City Manager and City Attorney shall be directed by the Palm Coast City Council to assist the Charter Review Committee with its organization and in considering, formulating, and making amendments to the Charter; however, the Palm Coast City Council may also authorize and fund the services of such other attorneys, consultants, and advisors as it deems necessary and appropriate. The Palm Coast City Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.

(3) Initiative and referendum. At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an

Commented [KM42]: Incorporates elements of City of Bunnell Charter Review Process and establishes dates for reviews.

Commented [KM43]: Consistent with F.S. 1660.31(1)

Deleted: 25

adopted ordinance, or to propose an amendment to this Charter, pursuant to F.S. § 166.031, as amended from time to time. If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election.

Commented [KM44]: Added statute.

(5) Standards of conduct, ethics, and anti-corruption: All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council shall, by ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law:

a). **Statement of Ethics and Anti-corruption Policy.** The proper operation of responsible government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the best interests of the community and the government; that public office not be used for personal gain; that officials and employees not be unduly or inappropriately influenced by those they regulate or by those who seek special benefits from the City; and that the public have confidence in the integrity and transparency of its government.

b). **Ethics Code and Ethics Board to be established.**

(i). Ethics Code. The City Council shall, within six (6) months of the enactment of this charter provision, enact an ethics, or conflicts of interest, code with jurisdiction over the officers and employees of the City of Palm Coast, whether elected or appointed, paid or unpaid, and over the members, officers and

employees of any boards, commissions, or committees thereof. The ethics code may, as allowed by law, supplement state ethics laws.

(ii). Ethics Board. There is hereby created an independent, appointed, ongoing citizens Ethics Board of seven members, whose membership shall consist of registered City of Palm Coast electors who have appropriate subject matter expertise none of whom may be an officer or employee of local government. Each of the following persons or entities shall make an appointment of one of five Board members to wit: the City Council, the Chair of the County Commission for Flagler County, the Chief Judge for the Seventh Judicial Circuit, the State Attorney for the Seventh Judicial Circuit, and the Sheriff of Flagler County. Two Board members shall be appointed by the Ethics Board. Initial appointments shall be made within 90 days of the approval of this Charter provision and all subsequent appointments shall be made within 60 days of a vacancy occurring. The City Commission shall provide by ordinance for the length and staggering of the terms of Ethics Board members.

(iii). The Ethics Board shall:

- (1) assist the City Council in the development of the ethics code;
- (2) adopt bylaws and due process procedures for the administration of the Ethics Board;
- (3) manage a citywide ethics hotline for receipt of allegations of local corruption, fraud, waste, mismanagement, campaign finance and ethics violations;

- (4) manage and coordinate the mandatory training of local officials, officers, employees, and board members in state and local ethics;
- (5) have the authority to refer ethics and corruption matters to appropriate enforcement agencies;
- (6) recommend proposed ordinances, resolutions, or charter amendments to the City Council in all areas of ethics and corruption, including but not limited to: conflicts of interests, financial disclosure, voting conflicts, hotline policies, ethics education, ethics in procurement, campaign ethics and financing, and lobbying; such legislative proposals shall be filed with and considered by the City Council;
- (7) have the authority to investigate complaints and to levy those civil penalties as may be authorized by the City Council for violations of the City's ethics code; and
- (8) employ staff serving in the ethics office. A structure shall be established for the Ethics Board that ensures independence and impartiality, and provides for the maximum practicable input from citizens and community organizations. The Ethics Board shall be funded by the City Council within its discretionary budgetary authority at a level sufficient to discharge the Board's responsibilities.

Commented [KM45]: Incorporate language from City of Tallahassee Charter Amendment. See link: https://www.talgov.com/Uploads/Public/Documents/ethics/pdf/referendum_150210.pdf

Footnotes: --- (2) --- Editor's note— The referendum language contained within Section 10(3) of the City Charter requiring a minimum of 25 percent of the qualified electorate of the City to propose an amendment to the City Charter is statutorily preempted in accordance with Section 166.031, F.S. Pursuant to Section 166.031(1), F.S., the electors of the City of Palm Coast may, by a petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of the City of Palm Coast a proposed amendment to its Charter, which amendment may be to any part or to all of said Charter except that part describing the boundaries of such municipality.

Article XII - Severability. If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable. (H. B. No. 527, § 5, 5-1-02)

Deleted: Sec. 11.

Article XIII. - Transition schedule.

Deleted: Sec. 12

Deleted: Page 52

(1) Creation and establishment of City. For the purpose of compliance with Florida Statutes relating to assessment and collection of ad valorem taxes, and for the purpose of subsection (2) of section 10, the City is hereby created and established effective December 31, 1999.

(2) Transitional ordinances and resolutions. The City Council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first council meeting shall be passed as emergency ordinances. These transitional ordinances shall be effective for no longer than 90 days after adoption, and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.

(3) Transitional comprehensive plan and land development regulation. (a) Until such time as the City shall adopt a comprehensive plan, the applicable provisions of the Comprehensive Plan of Flagler County, Florida, as the same exists on the day the City commences corporate existence, shall remain in effect as the City's transitional comprehensive plan. However, all planning functions, duties, and authority shall thereafter be vested in the City Council of Palm Coast, which shall be deemed the local planning agency until the Council establishes a separate local planning agency. (b) All powers and duties of the Flagler County Planning and Land Development Regulations Council, any boards of adjustment and appeals created pursuant to statutory trade codes, and the County Commission of Flagler County, Florida, as set forth in these transitional zoning and land use regulations, shall be vested in the City Council of Palm Coast until such time as the City Council delegates all or a portion thereof to another entity. General law prohibits the adoption of zoning ordinances as emergency ordinances. (c) Subsequent to the commencement of the City's corporate existence, no amendment of the comprehensive plan or land development regulations enacted by the Flagler County Commission shall be deemed an amendment of the City's transitional comprehensive plan or land development regulations or shall otherwise take effect within the City's corporate limits unless approved by the City Council. (H. B. No. 527, § 6, 5-1-02)

Commented [KM46]: Needs to be reworked to reflect current time. City has already been established.

Virginia Smith

From: Charter
Sent: Thursday, October 26, 2017 8:22 PM
To: Cindi Lane; Beau Falgout; Virginia Smith
Subject: FW: Charter Review

From: Kenny U
Sent: Thursday, 26 October 2017 20:22:22 (UTC-05:00) Eastern Time (US & Canada)
To: Charter
Subject: Charter Review

To whom it may concern:

I believe some code enforcement rules are needed but I think some are unnecessary. I don't think homeowners should have to coverup their company logos or business name when it's parked in their driveway. It is much more of an eyesore in the way people attempt to cover them than it does to just leave the vehicle left alone. It looks very tacky. Homeowners who own a business should be allowed to keep a utility trailer in their driveway for a couple days if need be. An example is when public work crews cut right of ways, the city allows them to leave tractors in the area until they are finished instead of bringing them back to the lot each day like business owners are forced to do. Also, it would be nice if the off ramp landscaping was kept up the way homeowners are expected to do.

Please take all this into consideration and thank you for your time. Hope to see a change.

Kenny Udell

Sent from my iPhone

Virginia Smith

From: Charter
Sent: Monday, October 30, 2017 11:11 AM
To: Cindi Lane; Beau Falgout; Virginia Smith
Subject: FW: Charter review recommendations
Attachments: PALM COAST CHARTER.docx

From: greg feldman
Sent: Monday, 30 October 2017 11:10:42 (UTC-05:00) Eastern Time (US & Canada)
To: Charter
Subject: Charter review recommendations

Attached please find my recommendations for Charter revision. I attempted to work within the framework of the existing charter for easy reference. There are some numbering/labeling changes to be made, but those are simple at a future point. I would also recommend that, where applicable, the word "shall" be stricken and the word "will" be placed. Thank you for the opportunity to participate in this process, and I welcome comments/suggestions.

GREG FELDMAN

CITY OF PALM COAST - CHARTER¹¹

Footnotes:

--- (1) ---

Editor's note— Printed herein is the Charter of the City of Palm Coast, Florida, as adopted by Laws of Fla., ch. 99-448, and as amended in ch. 2002-339, effective on May 1, 2002. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

~~Sec. 1. Short title.~~ **Preamble**

~~This act.~~ **In the interests of the public health, safety, and welfare of the citizens of Palm Coast to provide efficient and adequate municipal services to its residents, this declaration, together with any future amendments thereto, shall be known and may be cited as the "City of Palm Coast Charter," hereinafter referred to as "the Charter."**

~~Sec. 2. Legislative intent.~~

~~The Legislature hereby finds and declares that:~~

- ~~(1) The area in Flagler County known as the Palm Coast Service District includes a compact and contiguous urban community amenable to separate municipal government.~~
- ~~(2) It is in the best interests of the public health, safety, and welfare of the citizens of this community to form a separate municipality for the Palm Coast Service District area with all powers and authority necessary to provide efficient and adequate municipal services to its residents.~~

~~Sec. 3~~ **1. - Incorporation of municipality.**

- (1) There is hereby created effective, December 31, 1999, in Flagler County, Florida, a new municipality to be known as the City of Palm Coast.
- (2) The corporate boundaries of the City of Palm Coast, hereinafter referred to as "the City," shall be as ~~described in section 9(1): existed on December 31, 1999 and as amended from time to time by ordinance in conformation with applicable state statute(s).~~
- (3) The City of Palm Coast ~~shall operate~~s under a Council-Manager form of government. The general duties of the Council (described in section 5) ~~shall be~~ **are** to set policy; the general duties of the Manager (described in section 6) ~~shall be~~ **are** to carry out those policies.

~~Sec. 4~~ **2. - Municipal powers.**

The City ~~shall be~~ **is** a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may

exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City.

Sec. ~~5~~ **3.** - City Council.

(1) City Council: composition; qualifications for office.

(a) Composition.

1. There shall be a five member City Council consisting of four District members and a Mayor.
2. There shall be four districts within the City, the boundaries of which are as outlined in section 9(2). These districts shall be designated as District One, District Two, District Three, and District Four. Each of the four Council members shall run from the district in which they live, but be elected at-large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.
3. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

(b) Qualifications for office:

1. Each candidate for office shall be a qualified elector of the City.
2. Each individual seeking to qualify as a candidate for one of the four seats on the Council shall:
 - a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electorate residing within the district (as identified in the most recent decennial census) which he/she seeks to run no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, ~~P~~ pay to the City Clerk a qualifying fee of ten percent of the salary of the office he/she seeks to run for.
 - b. At the time of qualification, each candidate for a ~~S~~ seat on the Council shall reside within the boundaries of the district that he/she seeks to run from. For the length of their term, Council members shall maintain residency within the boundaries of the district from which he/she ran. In addition, candidates, and Council members, shall reside at least 45 weeks in each year in the district in which they live.
3. Each individual seeking to qualify as a candidate for Mayor shall:
 - a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electors residing within City limits (as identified in the most recent decennial census) no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, pay to the City Clerk a qualifying fee of ten percent of the Mayoral salary.
 - b. At the time of qualification, each candidate for Mayor shall reside within the City limits. For the length of the Mayor's ~~his/her term~~, the Mayor shall maintain residency within the City limits. In addition, Mayoral candidates, and the elected Mayor, shall reside at least 45 weeks in each year within the City limits.
4. ~~Additionally, for the initial election, following the referendum approving the creation of the City, candidates for office shall qualify as provided in section 13(3).~~

(2) Terms of office.

- (a) The term of office for each District Member shall be four years. ~~However, in order to provide for staggering of terms, the initial term of office for District Seats One and Three shall be four years, and that of District Seats Two and Four shall be two years. The initial term of office for the Mayor shall also be four years.~~

- (b) No Council member or Mayor may serve more than two successive four-year terms in the same seat.
- (c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.
- (3) *Powers and duties of Council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.
- (4) *Powers and duties of the Mayor.*
 - (a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.
 - (b) Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.
- (5) *The Vice-Mayor: election and duties.*
 - (a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.
 - (b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in section 5(4). In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.
- (6) *Compensation and expenses.*
 - (a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.
 - (1) ~~The Mayor of the City of Palm Coast, Florida shall receive the annual salary of \$11,400.00.~~
 - (2) ~~Reserved.~~
 - (3) ~~Each member of the City Council of the City of Palm Coast, Florida not serving as Mayor, shall receive the annual salary of \$9,600.00.~~
 - (b) Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.
- (7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*
 - (a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.
 - (b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

Commented [G1]: Adopt an ordinance establishing this base. Then, in the future, it can be changed by ordinance in accordance with the procedures contained within the charter.

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
 2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
 3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
 4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; ~~or~~
 5. is found to have intentionally violated any provisions of this Charter; or
 - 5 6. Is absent from three consecutive regular Council meetings without being excused by the Council.
- (c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:
1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.
 2. If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or Mayor shall be entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.
- (d) Recall. The electors of the City following the procedures for recall established by general law or ordinance may remove the Mayor or any member of the City Council from office.
- (e) Filling of vacancies.
1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor, and within ~~30~~ 90 days following the occurrence of such vacancy, a Special Election shall be called as outlined in section 8(5)(b). The Special Election for Mayor shall be for the remainder of the unfilled term.
 2. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.
 3. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.
 4. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in ~~section~~ 8(5)(b).
 5. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

- (8) *City Council meetings: organizational meeting; quorum; special meetings.* The Council shall meet regularly at least ~~once a~~ **twice per** month, at such times and places as the Council may prescribe by ordinance. Such meetings shall be public meetings, and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:
- (a) Organizational meeting. The first meeting following a general City election at which elected or re-elected Council members are inducted into office shall be held in accordance with City ordinance.
 - (b) Quorum. A majority of the Council, including the Mayor, shall constitute a quorum. No action of the Council shall be valid unless adopted by an affirmative vote of the majority of the Council members and Mayor in attendance, unless otherwise provided by law, ordinance, or stated herein. All actions of the City Council shall be by ordinance, resolution, or motion.
 - (c) Special meetings. Special meetings may be held at the call of the Mayor, or, in the absence of the Mayor, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Council members. The City Clerk shall provide not less than 24 hours prior notice of the meeting to the public, unless a declared emergency situation exists.
- (9) *City records.* The Council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the Council, and the same shall at all times be a public record. In addition, the Council shall keep *verbatim* recordings of all meetings in accordance with state law. The Council shall further maintain a current codification of all ordinances. Such codification shall be printed and be made available to the public on a continuing basis. All ordinances or resolutions of the Council shall be signed by the Mayor or in the Mayor's absence, by the Vice-Mayor, or in the absence of both, by the Acting Mayor, and attested to by the City Clerk.
- (10) *Limit of employment of Council members.* Neither Council members nor the Mayor shall be in the employment of the City while in office, nor shall any former Council member or former Mayor be employed by the City until after the expiration of one (1) year from the time of leaving office.
- (11) *Noninterference by City Council.* Except for the purpose of inquiry and information, the Council and its members, including committees thereof, are expressly prohibited from interfering with the performance of the duties of any City employee who is under the direct or indirect supervision of the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes.

(Ord. No. 03-08, § 1, 4-15-03; Ord. No. 07-07, § 1, 4-3-07; Ord. No. 2014-4, § 1, 2-4-14)

Sec. 6.4 - Charter officers.

The designated Charter Officers shall be the City Manager and the City Attorney.

- (1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.
 - (a) Appointment. The Charter Officers shall be appointed by a majority vote of the full Council and shall serve at the pleasure of the Council.
 - (b) Removal. The Charter Officers shall be removed from office only by a majority vote of the full Council. ~~If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.~~
 - (c) Compensation. The compensation of the Charter Officers shall be fixed by the City Council.
 - (d) Filling of Vacancy. The City Council shall begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney within 90 days of the vacancy. An Acting City Manager or Acting City Attorney ~~may~~ **shall** be appointed by the Council during a vacancy in office.

- (e) Candidate for City Office. No Charter Officer shall be a candidate for any elected office while holding his/her Charter Office position.
- (2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.
 - (a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.
 - (b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she shall establish and maintain residency within the corporate limits of the City. ~~Upon request of the City Manager, this 6-month period may be extended by the City Council for an additional 6-month period.~~
 - (c) Power and Duties. The City Manager shall:
 1. Attend all meetings of the City Council.
 2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be counter signed by the Mayor or by the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.
 3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
 4. Provide administrative services as required by the Mayor and the Council.
 5. Appoint a City Clerk to serve at his/her pleasure.
 6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.
 7. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.
 8. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.
 9. Prepare and submit annually a balanced budget, budget message, and capital program to the Council.
 10. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.
 11. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.
 12. Sign contracts on behalf of the City to the extent authorized by the Council.
 13. Perform other such duties as are specified in this Charter or as may be directed by the Council.
- (3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney may either be retained in-house, or be retained part-time under contract.
 - (a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar.
 - (b) Residency. If retained in-house, the City Attorney shall, within six (6) months of such appointment, establish and maintain residency within the corporate limits of the City. ~~Upon request of the City Attorney, this 6-month period may be extended by the City Council for an~~

additional 6-month period. If City Attorney services are contracted, such attorney need not be a resident of the City but must be a resident of the state of Florida.

(c) Powers and Duties. The City Attorney shall:

1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.
2. If in-house; appoint, suspend or remove such assistant attorneys as may be required. ~~The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.~~ If City Attorney services are contracted, ~~the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required. The remainder of the staff of the Office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City.~~ the contracted attorney shall be responsible for employing such assistant attorneys and support staff as may be necessary to fulfil his/her legal obligations to the City for the duration of the contract.
3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.
4. ~~The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.~~

Commented [G2]:

Commented [G3]: It is not proper to assign workers to support a non-employee, for the City to assume the obligation, etc. Nor is it fair to contracted attorneys to hand them staff as support that may not be to their standards. Let the contract cover these expenses and eliminate the City's liability for salary, pension, etc.

Commented [G4]: If the recommendation above is followed, there is no need for this as it is all within the city attorney budget. Therefore, this is moved to C (2).

Sec. 7.5. - Budget and appropriations.

- (1) *Fiscal year.* The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.
- (2) *Budget adoption.* The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.
- (3) *Appropriation amendments during the fiscal year:* Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.
 - (a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.
 - (b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.
 - (c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.
 - (d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof.

Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

- (e) Limitations to Council's Contracting Authority. Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease purchase contracts or any other unfunded multiyear contracts, the repayment of which: extends in excess of ~~36 months~~ **15 years, extends beyond the projected obsolescence of the purchase;** or exceeds \$15,000,000.00.

Sec. ~~8~~ **6**. - Elections.

- (1) *Electors.* Any person who is a resident of the City, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the City.
- (2) *Nonpartisan elections.* All elections for City elective office shall be conducted on a nonpartisan basis without any designation of political party affiliation.
- (3) *Qualifying for office.* Any person who wishes to become a candidate for a City elective office shall qualify with the City Clerk concurrent with Flagler County's qualifying period as established by state law. In addition, candidates shall qualify as provided in paragraph (1)(b) of section 5.
- (4) *Schedule of regular elections and primaries:* The regular City election shall be the first Tuesday after the first Monday in November of each even-numbered year. Such City elections shall be general City elections. If there are more than two candidates who qualify for any office, a primary City election shall be held at the time of the State and Federal Primary Elections.
 - (a) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of section 5, when there is more than half of the term remaining shall be held during the next regularly scheduled election. Such election shall be for the remaining 2 years of the original term.
 - (b) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of section 5, when there is less than half of the term remaining shall be filled at the next regularly scheduled election. Such election shall be for a 4-year term.
- (5) *Schedule for special elections.*
 - (a) A special election for a vacant position of Mayor, as outlined in paragraph (7)(e) of section 5, shall be called within 30 days, and the City Council shall, by resolution, fix the time for holding of such election. Such special election for Mayor shall be for the remainder of the vacant term.
 - (b) All other special municipal elections shall be held in the same manner as regular elections, and the City Council shall, by resolution, fix the time for holding of such elections.
- (6) *Determination of election to office.*
 - (a) If only one candidate qualifies for an office, that candidate shall be deemed to be elected and shall not be placed on either the general or the primary ballot.
 - (b) If a primary City election is held and any candidate for an office receives a majority of the votes cast in the primary election for the office, he or she shall be deemed to be elected to the office and the office shall not be subject to an election at the regular City election.
 - (c) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:
 - 1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.
 - 2. In any primary election in which there is a tie for second place and the candidate placing first did not receive a majority of the votes cast for such office, the name of the candidate placing first and the name of each candidate tying for second shall be placed on the City's general election ballot.

Commented [G5]: Example: A vehicle purchase with an expected life of 10 years' service shall not be financed for 15 years. Otherwise, the City winds up paying extra time and money after the purchase no longer is in service.

(d) The candidate receiving the highest number of votes cast for the office in the City's general election shall be elected to such office. If the vote at the general City election results in a tie, the outcome shall be determined by lot as follows:

1. At the first regularly scheduled council meeting after the election, the Supervisor of Elections of Flagler County shall toss a coin. In alphabetic order, the two candidates shall call the coin.
2. The candidate whose call matches the coin toss shall be declared the winner.

(7) *City Canvassing Board.* For purposes of certifying absentee ballots and election results, the City Clerk and a representative from the City designated by the Council shall be known as the Canvassing Board. At the close of the polls of any City election, the Canvassing Board shall ensure that the absentee ballots are delivered to the Flagler County Supervisor of Elections, and shall meet at the County election headquarters and proceed to certify the ballots and open them in the presence of a representative of the Supervisor of Elections' office. In addition, after final election results are certified by the Flagler County Supervisor of Elections, the Canvassing Board shall immediately report the results back to a meeting of the City Council held for the purpose of final certification and filing with the City Clerk as required by law.

(H. B. No. 527, § 1, 5-1-02; Ord. No. 2011-03, § 2, 9-13-11; Ord. No. 2011-21, § 2, 9-13-11; Ord. No. 2014-4, §§ 2, 3, 2-4-14)

Editor's note— Section 8 of Ord. No. 2014-4, adopted Feb. 4, 2014, states, "Sections 2, 3, and 4 of this Ordinance are adopted retroactively to October 4, 2011, the effective date of Resolution 2011-94, certifying the 2011 election."

~~Sec. 9. Land description.~~

(1) ~~*City boundaries.* The initial corporate boundaries shall be as set forth in chapter 99-448, Laws of Florida. Boundaries may be changed in accordance with general laws regarding annexation without amendments to the Charter. Upon the effective date of this act, the corporate boundaries shall be as follows:~~

~~A PARCEL OF LAND LYING WITHIN TOWNSHIP 11 SOUTH, RANGE 29 EAST, TOWNSHIP 10, 11 AND 12 SOUTH, RANGE 30 EAST, TOWNSHIP 10, 11 AND 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;~~

~~FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF THE PLAT LAKEVIEW SECTION-37, MAP BOOK 13, PAGES 1 THROUGH 29, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE DEPARTING SAID PLAT SECTION-37 NORTH 64°44'58" EAST FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE CENTERLINE OF INTERSTATE-95, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 25°15'02" EAST ALONG SAID CENTERLINE OF INTERSTATE-95 FOR A DISTANCE OF 4,119.38 FEET; THENCE DEPARTING SAID CENTERLINE RUN NORTH 64°44'58" EAST FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE-95; THENCE NORTH 64°44'58" EAST FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 54°15'30" EAST ALONG THE SOUTH LINE OF LANDS OWNED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR A DISTANCE OF 3,551.92 FEET TO A POINT IN THE CENTER OF OLD KINGS ROAD; THENCE NORTHERLY 90.35 FEET ALONG SAID CENTER OF OLD KINGS ROAD TO A POINT BEING THE NORTH RIGHT-OF-WAY LINE OF DAVIS GRADE (100' R/W) EXTENDED WESTERLY TO THE CENTER OF OLD KINGS ROAD; THENCE DEPARTING OLD KINGS ROAD RUN NORTH 54°15'30" EAST FOR A DISTANCE OF 300.77 FEET; THENCE NORTH 31°37'53" WEST ALONG THE EAST BOUNDARY OF SAID LAND RECORDED IN ORB 545, 1611 THROUGH 1628, FOR A DISTANCE OF 2,508.47 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT SECTION 23; THENCE NORTH 89°19'08" EAST ALONG SAID NORTH LINE OF SECTION 23 FOR A DISTANCE OF 217.42 FEET TO THE NORTH QUARTER (¼) CORNER OF~~

SECTION 23; THENCE NORTH 88°41'48" EAST ALONG SAID NORTH LINE OF SECTION 23 FOR A DISTANCE OF 2,632.59 FEET TO THE NORTHEAST CORNER OF GOVERNMENT SECTION 23; THENCE NORTH 89°24'05" EAST ALONG THE NORTH LINE OF SECTION 24 FOR A DISTANCE OF 795.81 FEET TO A POINT ON THE WEST LINE OF SECTION 40, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE DEPARTING THE NORTH LINE OF SECTION 24 RUN SOUTH 18°44'41" EAST ALONG SAID WEST LINE OF SECTION 40 FOR A DISTANCE OF 554.49 FEET TO A POINT ON THE SOUTH LINE OF THE DAVIS GRADE BEING COMMON WITH THE NORTHERLY BOUNDARY OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 676, PAGE 995, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION 40 SOUTH 54°15'30" WEST ALONG SAID SOUTHERLY LINE OF DAVIS GRADE FOR A DISTANCE OF 727.58 FEET; THENCE DEPARTING THE DAVIS GRADE RUN SOUTH 35°44'30" EAST ALONG THE WEST LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 676, PAGE 995, FOR A DISTANCE OF 2,102.83 FEET; THENCE SOUTH 23°53'57" EAST FOR A DISTANCE OF 4,802.69 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL 620, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, SAID POINT BEING ON A CURVE (CONCAVE SOUTHERLY); THENCE SOUTHEASTERLY 886.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 84°46'31", A RADIUS OF 599.00 FEET, A CHORD BEARING OF SOUTH 62°52'29" EAST AND A CHORD DISTANCE OF 807.62 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20°29'13" EAST FOR A DISTANCE OF 1,810.00 FEET TO THE NORTHEAST CORNER OF THE PLAT OF PALM COAST SECTION 10 AS RECORDED IN MAP BOOK 6, PAGES 43 THROUGH 53; THENCE CONTINUE SOUTH 20°29'13" EAST ALONG THE EAST LINE OF SAID PALM COAST SECTION 10 FOR A DISTANCE OF 547.21 FEET TO THE NORTHWEST CORNER OF THE PLAT OF PALM COAST SECTION 16, MAP BOOK 6, PAGES 81 THROUGH 86 (MAP REFERENCE POINT "A"); THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SECTION 16, 1,899 FEET, MORE OR LESS, TO A POINT BEING A PERMANENT REFERENCE MONUMENT AS SHOWN ON SAID PLAT OF PALM COAST SECTION 16 AT LOT 50, BLOCK 11; THENCE DEPARTING SAID PLAT OF PALM COAST SECTION 16 AND RUN NORTH 72°34'30" EAST FOR A DISTANCE OF 1,996.35 FEET, MORE OR LESS, TO A POINT ON THE NORTHWEST CORNER OF THE PLAT OF PALM COAST SECTION 15, MAP BOOK 6, PAGES 68 THROUGH 72; THENCE NORTH 25°53'57" EAST FOR A DISTANCE OF 940.00 FEET; THENCE SOUTH 64°06'03" EAST FOR A DISTANCE OF 1,505.47 FEET; THENCE NORTH 70°54'21" EAST FOR A DISTANCE OF 926.73 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PLAT OF PALM COAST SECTION 15; THENCE RUN EASTERLY ALONG THE NORTH BOUNDARY OF COCHISE WATERWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGES 1222 THROUGH 1232 RUNNING ALONG THE FOLLOWING COURSES: THENCE NORTH 70°53'57" EAST FOR A DISTANCE OF 97.43 FEET, THENCE NORTH 64°00'00" EAST FOR A DISTANCE OF 208.12 FEET, THENCE NORTH 70°53'57" EAST FOR A DISTANCE OF 502.35 FEET, THENCE NORTH 17°52'27" WEST FOR A DISTANCE OF 10.00 FEET, THENCE NORTH 35°53'57" EAST FOR A DISTANCE OF 216.53 FEET TO THE NORTHEAST CORNER OF THE DESCRIBED COCHISE WATERWAY PARCEL; THENCE NORTH 72°07'33" EAST FOR A DISTANCE OF 160 FEET, MORE OR LESS, TO THE CENTER OF CHANNEL OF THE INTRACOASTAL WATERWAY; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID CHANNEL, FOR A DISTANCE OF 30,782 FEET, MORE OR LESS, TO THE INTERSECTION POINT OF SAID CENTERLINE OF CHANNEL WITH THE WESTERLY BOUNDARY LINE OF A FLAGLER COUNTY PARK RECORDED IN OFFICIAL RECORDS BOOK 455, PAGES 769 AND 770, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, (LOCAL NAME - SOUTH PARK) EXTENDED NORTHERLY TO THE CENTERLINE OF SAID CHANNEL, SAID INTERSECTION POINT LYING WITHIN GOVERNMENT SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID CENTERLINE OF CHANNEL OF THE INTRACOASTAL WATERWAY RUN SOUTHERLY 1,238 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID PARK BOUNDARY TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ENTRANCE ROAD TO SAID PARK (SOUTH PARK ROAD), RECORDED IN OFFICIAL RECORDS BOOK 581, PAGES 1512 THROUGH 1514; THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH PARK ROAD AND CROSSING OVER COLBERT LANE ALONG THE EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH PARK

ROAD, FOR A DISTANCE OF 6,152 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY OF LANDS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("GRAHAM SWAMP PROPERTY"), RECORDED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221 AND BOOK 582, PAGES 1562 THROUGH 1581, BEING ALSO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (MAP REFERENCE POINT "B"); THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY FOR, 7,684 FEET, MORE OR LESS, TO THE BOUNDARY LINE OF THE 44 ACRE FLAGLER COUNTY PARK PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 473, PAGES 1961 THROUGH 1962; THENCE EASTERLY, SOUTHERLY AND NORTHERLY ALONG SAID PARK PROPERTY BOUNDARY (SO AS TO EXCLUDE SAID PARK PROPERTY FROM THIS DESCRIPTION), FOR A DISTANCE OF 9,408 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY; THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY, FOR A DISTANCE OF 2,479 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID GRAHAM SWAMP PROPERTY; THENCE RUN NORTHERLY ALONG THE EASTERLY BOUNDARY OF THE PALM COAST COMMUNITY SERVICE CORPORATION'S PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGES 1222 THROUGH 1232 RUNNING ALONG THE FOLLOWING COURSES: NORTH 23°57'25" WEST FOR A DISTANCE OF 3.10 FEET, THENCE NORTH 89°53'38" WEST FOR A DISTANCE OF 77.37 FEET, THENCE NORTH 10°18'17" WEST FOR A DISTANCE OF 32.52 FEET, NORTH 05°07'41" EAST 92.37 FEET, THENCE NORTH 05°07'41" EAST FOR A DISTANCE OF 253.49 FEET, THENCE NORTH 03°38'35" EAST FOR A DISTANCE OF 406.08 FEET, THENCE NORTH 10°52'52" WEST 1,119.30 FEET, THENCE NORTH 19°36'48" WEST FOR A DISTANCE OF 573.41 FEET, MORE OR LESS, TO ITS INTERSECTION WITH WEST BOUNDARY OF A 3.50-FOOT WIDE STRIP OF LAND FOR ADDITIONAL RIGHT-OF-WAY OF COLBERT LANE, SAID STRIP OF LAND RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 762 THROUGH 765; THENCE NORTHERLY ALONG SAID COLBERT LANE RIGHT-OF-WAY, RUNNING ALONG THE WEST LINE OF SAID RIGHT-OF-WAY AND RETENTION AREAS AND PARCELS DEEDED TO FLAGLER COUNTY WHICH ARE APPURTENANT TO COLBERT LANE FOR A DISTANCE OF 1,898 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 553, PAGE 1802 (ALSO KNOWN AS PALM COAST HOLDINGS PARCEL NUMBER 533); THENCE RUN SOUTHERLY AND WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID PARCEL 533, FOR A DISTANCE OF 4,955 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF RETENTION POND "L" SERVING COLBERT LANE RIGHT-OF-WAY; THENCE WESTERLY AND NORTHERLY ALONG RETENTION POND "L" TO THE SOUTHERLY BOUNDARY OF A 3.50 FOOT WIDE STRIP OF LAND FOR ADDITIONAL RIGHT-OF-WAY OF COLBERT LANE, SAID STRIP OF LAND RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 762 THROUGH 765; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 742 FEET, MORE OR LESS, TO THE INTERSECTION OF PALM COAST HOLDINGS PARCEL NUMBER 505 AS DESCRIBED IN OFFICIAL RECORDS BOOK 553, PAGE 1781; THENCE DEPARTING COLBERT LANE RUN SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID PARCEL NO. 505, FOR A DISTANCE OF 3,159.0 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 65°24'14" WEST FOR A DISTANCE OF 164.04 FEET; THENCE DEPARTING SAID PARCEL 505 RUN SOUTH 00°05'59" EAST FOR A DISTANCE OF 327.26 FEET; THENCE NORTH 89°53'38" WEST FOR A DISTANCE OF 889.47 FEET; THENCE SOUTH 31°07'01" WEST FOR A DISTANCE OF 1,485.39 FEET; THENCE SOUTH 16°28'04" WEST FOR A DISTANCE OF 397.93 FEET; THENCE SOUTH 64°41'17" WEST FOR A DISTANCE OF 710.73 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT SECTION 50, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING ALSO A POINT ON THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546, PAGE 1197 THROUGH 1221 FOR A DISTANCE OF 7,911 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD RECORDED IN OFFICIAL RECORDS BOOK 596, PAGES 712 THROUGH 715 (MAP REFERENCE POINT "C"); THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY OF OLD KINGS ROAD, BEING ALSO THE BOUNDARY OF THE GRAHAM SWAMP PROPERTY, FOR A DISTANCE

OF 2,890 FEET, MORE OR LESS; THENCE DEPARTING OLD KINGS ROAD, RUN EASTERLY AND SOUTHERLY ALONG THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY FOR A DISTANCE OF 20,183.00 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY BOUNDARY LINE OF A 60' WIDE STRIP OF LAND FOR THE LEHIGH RAILROAD SPUR; THENCE NORTH 89°15'49" EAST ALONG SAID NORTHERLY LINE OF THE LEHIGH RAILROAD SPUR, FOR A DISTANCE OF 479.85 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN SOUTH 00°44'11" EAST FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID RAILROAD SPUR LAND; THENCE DEPARTING THE LEHIGH RAILROAD SPUR RUN SOUTH 20°54'58" EAST ALONG THE EASTERLY BOUNDARY LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 551, PAGES 598 THROUGH 602 AND OFFICIAL RECORDS BOOK 554, PAGES 1292 THROUGH 1297, FOR A DISTANCE OF 2,024.75 FEET; THENCE NORTH 89°15'47" EAST ALONG THE NORTHERLY BOUNDARY LINE OF LAND RECORDED IN OFFICIAL RECORDS BOOK 552, PAGE 1273, FOR A DISTANCE OF 2,114.34 FEET TO A POINT ON THE BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546 PAGES 1197 THROUGH 1221; THENCE NORTHERLY, EASTERLY AND SOUTHERLY ALONG THE SOUTHERLY BOUNDARY OF SAID GRAHAM SWAMP PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 546, PAGE 1197 THROUGH 1221, FOR A DISTANCE OF 9,028 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGE 1536 THROUGH 1540; THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 861, PAGES 1536 THROUGH 1540, FOR A DISTANCE OF 1,423 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF A 15.00 FEET WIDE PUBLIC BIKE PATH RIGHT-OF-WAY KNOWN AS PARCEL B, RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 773 THROUGH 787; THENCE SOUTHERLY ALONG SAID BIKE PATH WESTERLY LINE, ALSO BEING 15.00 FEET WEST OF, AND PARALLEL WITH, THE WESTERLY RIGHT OF WAY LINE OF SAID COLBERT LANE, FOR A DISTANCE OF 4,365 FEET, MORE OR LESS; THENCE DEPARTING SAID WESTERLY BIKE PATH RIGHT-OF-WAY LINE RUN SOUTH 89°29'02" EAST FOR A DISTANCE OF 215.28 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID COLBERT LANE; THENCE CONTINUING SOUTH 89°29'02" EAST FOR A DISTANCE OF 1,237.83 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST QUARTER (¼) OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE SOUTH 01°40'06" EAST ALONG SAID QUARTER (¼) SECTION LINE OF SECTION 11, FOR A DISTANCE OF 1,161.58 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200' R/W); THENCE DEPARTING SAID EAST LINE OF SAID NORTHWEST QUARTER (¼) OF SECTION 11, RUN NORTH 89°29'03" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200' R/W) FOR A DISTANCE OF 2,630.29 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 100, RUN NORTH 01°23'05" WEST ALONG SAID WEST LINE OF SECTION 11, FOR A DISTANCE OF 1,352.00 FEET, MORE OR LESS, THENCE DEPARTING SAID WEST LINE OF SECTION 11, RUN SOUTH 89°37'15" WEST ALONG THE NORTH BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 961, PAGES 1149 THROUGH 1151, FOR A DISTANCE OF 1,640.61 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°23'05" EAST ALONG THE WEST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 961, PAGES 1149 THROUGH 1151, FOR A DISTANCE OF 1,352 FEET, MORE OR LESS, TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200' R/W); THENCE SOUTH 87°48'45" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 3,201.14 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN SOUTH 02°11'15" EAST CROSSING STATE ROAD 100 AND ALONG THE WEST BOUNDARY LINE OF THE FLAGLER COUNTY SHELL PIT PARCEL FOR A DISTANCE OF 1,400 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SHELL PIT PARCEL AND THE NORTH LINE OF A PARCEL RECORDED IN OFFICIAL RECORD BOOK 525, PAGES 995 THROUGH 1000 (CORRECTIVE DEED RECORDED IN OFFICIAL RECORD BOOK 1716, PAGES 145 THROUGH 156) OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA (MAP REFERENCE POINT "D"); THENCE EASTERLY AND SOUTHERLY ALONG THE BOUNDARY OF SAID PROPERTY FOR A DISTANCE OF 12,324 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY

OF A PARCEL RECORDED IN DEED BOOK 26, PAGES 558 THROUGH 569 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 69°18'26" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL, FOR A DISTANCE OF 1,416.84 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 73502-2601; THENCE CROSSING OLD KINGS ROAD CONTINUE SOUTH 69°18'26" WEST 100.68 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD SOUTH 26°39'38" EAST FOR A DISTANCE OF 137.03 FEET TO A POINT ON THE SOUTHERLY LINE OF A PARCEL RECORDED IN OFFICIAL RECORD BOOK 1325, PAGES 1958 THROUGH 1960 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL, FOR A DISTANCE OF 2,804 FEET, MORE OR LESS TO A POINT BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE NORTHERLY ALONG SAID PARALLEL LINE 3,052 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY OF A FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION POND; THENCE ALONG SAID RETENTION POND BOUNDARY THE FOLLOWING THREE COURSES (SO AS TO EXCLUDE SAID RETENTION POND FROM THIS DESCRIPTION): NORTH 71°40'02" EAST, FOR A DISTANCE OF 250.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 350 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE ALONG SAID PARALLEL LINE NORTH 18°19'58" WEST FOR A DISTANCE OF 700.00 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 71°40'02" WEST, FOR A DISTANCE OF 250.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE DEPARTING SAID RETENTION POND BOUNDARY AND NORTHERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 658 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY AND NORTHERLY ALONG SAID PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507, FOR A DISTANCE OF 2,732 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 73502-2601; THENCE NORTHERLY ALONG SAID A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507 AND SAID WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, FOR A DISTANCE OF 737 FEET, MORE OR LESS; THENCE DEPARTING SAID PARCEL AND WEST RIGHT-OF-WAY OF OLD KINGS ROAD, AND ALONG THE SOUTHERLY LINE OF THE IROQUOIS WATERWAY AND NORTHERLY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 456, PAGES 1583 THROUGH 1587, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA, FOR A DISTANCE OF 2,653 FEET TO THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95, THENCE DEPARTING THE NORTHERLY LINE OF SAID PARCEL, NORTH 18°19'58" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95, FOR A DISTANCE OF 156.43 FEET TO A POINT ON THE NORTHERLY LINE OF THE IROQUOIS WATERWAY AND THE SOUTHERLY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 563, PAGES 502 THROUGH 507, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF THE IROQUOIS WATERWAY AND THE SOUTHERLY LINE OF SAID, FOR A DISTANCE OF 2,732 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 73502-2601; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF OLD KINGS ROAD FOR A DISTANCE OF 3,175 FEET, MORE OR LESS TO A POINT ON THE NORTH BOUNDARY OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 92, PAGES 406 THROUGH 408, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA (FLAGLER COUNTY DUMP SITE); THENCE LEAVING SAID WEST RIGHT-OF-WAY OF OLD KINGS ROAD, AND ALONG THE NORTH AND WEST BOUNDARIES OF SAID PARCEL OF LAND (FLAGLER COUNTY DUMP SITE), THE FOLLOWING TWO COURSES: SOUTH 89°11'32" WEST FOR A DISTANCE OF 525.65 FEET, THENCE SOUTH 01°14'57" EAST FOR A

DISTANCE OF 2,453.21 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 456, PAGES 1583 THROUGH 1587, OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF SAID PARCEL OF LAND (FLAGLER COUNTY DUMP SITE) AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND RECORDED IN OFFICIAL RECORD BOOK 456, PAGES 1583 THROUGH 1587, SOUTH 89°11'32" WEST FOR A DISTANCE OF 706.26 FEET TO A POINT PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT OF WAY LINE OF INTERSTATE 95; THENCE NORTHERLY ALONG SAID PARALLEL LINE 1,321 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY OF A FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION POND; THENCE ALONG SAID RETENTION POND BOUNDARY THE FOLLOWING THREE COURSES (SO AS TO EXCLUDE SAID RETENTION POND FROM THIS DESCRIPTION): NORTH 71°40'02" EAST, FOR A DISTANCE OF 420.00 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 520 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE ALONG SAID PARALLEL LINE NORTH 18°19'58" WEST FOR A DISTANCE OF 400.00 FEET; THENCE DEPARTING SAID PARALLEL LINE NORTH 88°15'00" WEST, FOR A DISTANCE OF 447.15 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE DEPARTING SAID RETENTION POND BOUNDARY AND RUN NORTHERLY ALONG SAID PARALLEL LINE FOR A DISTANCE OF 4,707 FEET, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF THE PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 525, PAGES 995 THROUGH 1000; THENCE ALONG THE BOUNDARY OF SAID PARCEL SOUTH 87°48'45" WEST FOR A DISTANCE OF 270.24 FEET TO A POINT ON THE CENTERLINE OF INTERSTATE 95; THENCE SOUTHERLY ALONG THE CENTERLINE OF INTERSTATE 95 FOR A DISTANCE OF 22,109 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (½) OF THE SOUTH HALF (½) OF GOVERNMENT SECTION 34, TOWNSHIP 12 SOUTH, RANGE 31 EAST (MAP REFERENCE POINT "E"); THENCE DEPARTING SAID CENTER OF INTERSTATE 95 RUN SOUTH 89°07'50" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 212.72 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PLAT SEMINOLE PARK SECTION 58, MAP BOOK 19, PAGES 26 THROUGH 40; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SEMINOLE PARK SECTION 58, MAP BOOK 19, PAGES 26 THROUGH 40, SEMINOLE PARK SECTION 59, MAP BOOK 19, PAGES 41 THROUGH 50 AND MAP BOOK 20, PAGES 1 THROUGH 8, AND SEMINOLE PARK SECTION 60, MAP BOOK 17, PAGES 48 THROUGH 55, FOR A DISTANCE OF 26,176.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID PLAT SECTION 60, SAID CORNER BEING ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1; THENCE WESTERLY ALONG THE EXTENSION OF THE SOUTH BOUNDARY OF SECTION 60 FOR A DISTANCE OF 57.00 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 5,126 FEET, MORE OR LESS; THENCE NORTH 00°29'23" EAST FOR A DISTANCE OF 78.11 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1, SAID POINT LYING SOUTH 56°56'10" EAST FOR A DISTANCE OF 420.22 FEET FROM THE MOST SOUTHEASTERLY CORNER OF THE PLAT KANKAKEE RUN SECTION 65, MAP BOOK 17, PAGES 56 THROUGH 67; THENCE CONTINUE NORTH 00°29'23" EAST FOR A DISTANCE OF 428.92 FEET; THENCE SOUTH 89°30'37" EAST FOR A DISTANCE OF 1,834.29 FEET; THENCE NORTH 81°30'22" EAST FOR A DISTANCE OF 1,119.30 FEET; THENCE SOUTH 67°01'50" EAST FOR A DISTANCE OF 608.95 FEET; THENCE SOUTH 10°24'32" EAST FOR A DISTANCE OF 1,477.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (80'R/W); THENCE NORTH 54°30'55" EAST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 1,144.40 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND NORTHERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD AND PARKWAY FOR A DISTANCE OF 7,644.4 FEET, MORE OR LESS, TO THE END OF A CURVE BEING A POINT OF TANGENCY AT THE NORTHEAST CORNER OF A 119 ACRE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 637, PAGES 899 THROUGH 910, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SEMINOLE WOODS BOULEVARD RUN NORTH 71°18'23" WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID 119 ACRE PARCEL FOR A DISTANCE OF 3,313.11

FEET, MORE OR LESS; THENCE SOUTH 18°41'37" WEST ALONG THE WESTERLY LINE OF SAID 119 ACRE PARCEL FOR A DISTANCE OF 561.11 FEET; THENCE DEPARTING SAID 119 ACRE PARCEL, RUN SOUTH 76°04'49" WEST FOR A DISTANCE OF 2,868.28 FEET, MORE OR LESS; THENCE SOUTH 87°34'32" WEST FOR A DISTANCE OF 648.56 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST (MAP REFERENCE POINT "F"), SAID POINT BEING NORTH 02°57'38" WEST, 3,659.32 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE DEPARTING SAID WESTERLY LINE OF GOVERNMENT SECTION 29, RUN SOUTH 87°34'32" WEST FOR A DISTANCE OF 821.05 FEET; THENCE NORTH 10°50'53" WEST FOR A DISTANCE OF 489.98 FEET; THENCE NORTH 27°46'32" WEST FOR A DISTANCE OF 219.87 FEET; THENCE NORTH 50°42'51" WEST FOR A DISTANCE OF 469.34 FEET; THENCE SOUTH 05°08'20" EAST FOR A DISTANCE OF 20.73 FEET; THENCE NORTH 71°00'20" WEST FOR A DISTANCE OF 1,658.39 FEET; THENCE NORTH 80°07'14" WEST FOR A DISTANCE OF 845.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BELLE TERRE BOULEVARD FOR A DISTANCE OF 1,236 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE PLAT KANKAKEE RUN SECTION 65, MAP BOOK 17, PAGES 56 THROUGH 67; THENCE SOUTHERLY ALONG SAID BOUNDARY FOR A DISTANCE OF 6,097 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG SAID CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 5,827 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF BLOCK 14 OF THE PLAT DUPONT, RECORDED IN MAP BOOK 1, PAGE 9; THENCE DEPARTING THE CENTER OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, RUN WESTERLY ALONG THE NORTH LINE OF SAID BLOCK 14 TO THE NORTHWEST CORNER OF BLOCK 14; THENCE SOUTHERLY 210 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF BLOCK 14; THENCE WESTERLY ALONG THE SOUTH LINE OF BLOCK 13, FOR A DISTANCE OF 275 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF BLOCK 13; THENCE NORTHERLY ALONG THE WESTERLY LINE OF BLOCK 13 FOR A DISTANCE OF 260 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF BLOCK 12; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF BLOCK 12 FOR A DISTANCE OF 225 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF BLOCK 12; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOT 7, BLOCK 12, AND THE EXTENSION THEREOF TO A POINT IN THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHWESTERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 1,194 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE DEPARTING U.S. HIGHWAY NO. 1 RUN NORTH 88°39'31" EAST ALONG THE BOUNDARY OF SAID PLAT KANKAKEE FOR A DISTANCE OF 672.08 FEET; THENCE NORTH 01°21'13" WEST FOR A DISTANCE OF 660.27 FEET; THENCE SOUTH 88°39'12" WEST FOR A DISTANCE OF 1,040.53 FEET TO A POINT ON THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 1,130.6 FEET, MORE OR LESS, TO A POINT OF INTERSECTION OF THE CENTER OF U.S. HIGHWAY NO. 1 WITH THE WEST LINE OF GOVERNMENT SECTION 24, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE DEPARTING U.S. HIGHWAY NO. 1 RUN NORTHERLY ALONG THE WEST LINE OF GOVERNMENT SECTIONS 24, 13 AND 12, FOR A DISTANCE OF 10,265 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (½) OF THE SOUTH HALF (½) OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE NORTH 89°01'42" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 2,497.94 FEET TO A POINT ON THE BOUNDARY LINE OF THE PLAT ZEBULAH'S TRAIL SECTION 63, MAP BOOK 18, PAGES 24 THROUGH 35; THENCE CONTINUE NORTH 89°01'42" EAST ALONG THE BOUNDARY OF SAID PLAT FOR A DISTANCE OF 1,300.34 FEET; THENCE NORTH 01°14'25" WEST FOR A DISTANCE OF 635.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD BRICK ROAD; THENCE DEPARTING PLAT ZEBULAH'S TRAIL SECTION 63, RUN NORTHERLY 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID OLD BRICK ROAD AND THE SOUTHEAST CORNER OF THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 1127, PAGES 149 THROUGH 150; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF OLD BRICK ROAD TO THE SOUTHWEST CORNER OF SAID PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 1127, PAGES 149 THROUGH

150, ALSO BEING THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF TRACT 9, BLOCK A, SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTH HALF OF TRACT 9; THENCE EASTERLY ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTH HALF OF TRACT 9 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF TRACT 9 TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1207, PAGES 1748 THROUGH 1750, SAID PARCEL BEING A 100-FOOT SQUARE LOT IN THE SOUTHWESTERLY CORNER OF THE SOUTH HALF OF TRACT 10, BLOCK A, SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY FOR A DISTANCE OF 100 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID 100-FOOT SQUARE PARCEL; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID TRACT 10, TO THE NORTHERLY RIGHT-OF-WAY LINE OF OLD BRICK ROAD; THENCE SOUTHERLY 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD BRICK ROAD AND SAID BOUNDARY LINE OF THE PLAT ZEBULAH'S TRAIL SECTION 63; THENCE NORTH 89°16'07" EAST FOR A DISTANCE OF 1,160 FEET, MORE OR LESS; THENCE NORTH 00°06'26" EAST FOR A DISTANCE OF 50.01 FEET; THENCE NORTH 01°16'45" WEST ALONG THE WESTERLY BOUNDARY OF SAID PLAT ZEBULAH'S TRAIL SECTION 63 AS EXTENDED FOR A DISTANCE OF 860 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100, BEING THE SOUTHWEST CORNER OF RESERVED PARCEL E-1 OF THE PLAT EASTHAMPTON SECTION 34, MAP BOOK 11, PAGES 30 THROUGH 49; THENCE NORTHERLY AND WESTERLY ALONG THE BOUNDARY LINE OF SAID PLAT EASTHAMPTON SECTION 34 FOR A DISTANCE OF 14,752 FEET, MORE OR LESS, TO A POINT BEING THE NORTHWEST CORNER OF SAID PLAT EASTHAMPTON SECTION 34; THENCE CONTINUE FOR A DISTANCE OF 410 FEET, MORE OR LESS, ALONG THE WEST LINE OF EASTHAMPTON SECTION 34 EXTENDED NORTHERLY TO THE SOUTH RIGHT-OF-WAY LINE OF THE LEHIGH GREENWAY, RECORDED IN OFFICIAL RECORDS BOOK 731, PAGE 1653 (MAP REFERENCE POINT "G"); THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 6,666 FEET, MORE OR LESS, TO A POINT IN THE CENTER OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 10,739 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 22, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE CONTINUE NORTHERLY ALONG THE CENTER OF U.S. HIGHWAY NO. 1, FOR A DISTANCE OF 2,700 FEET, MORE OR LESS, TO A POINT BEING THE SOUTH LINE OF WYNNFIELD SUBDIVISION, ACCORDING TO THE PLAT DESCRIBED IN MAP BOOK 9, PAGES 36 THROUGH 50, EXTENDED WESTERLY TO THE CENTER OF U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID CENTER OF U.S. NO. 1, RUN SOUTH 87°33'08" WEST FOR A DISTANCE OF 428.98 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 35.8 FEET, MORE OR LESS; THENCE SOUTH 88°34'05" WEST FOR A DISTANCE OF 693.45 FEET; THENCE SOUTH 00°00'15" EAST FOR A DISTANCE OF 851.48 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 16 OF TOWN AND COUNTRY BUSINESS PARK, ACCORDING TO THE PLAT DESCRIBED IN MAP BOOK 30, PAGES 13 AND 14; THENCE EASTERLY 228.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTHWESTERLY 100.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE WESTERLY 220.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 00°00'15" EAST FOR A DISTANCE OF 216.21 FEET, MORE OR LESS, THE NORTHWEST CORNER OF LOT 13 OF SAID TOWN AND COUNTRY BUSINESS PARK, ACCORDING TO THE PLAT DESCRIBED IN MAP BOOK 30, PAGES 13 AND 14; THENCE EASTERLY 205.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTHERLY 352.5 FEET, MORE OR LESS, ALONG THE EAST LINE OF LOTS 13, 12 AND 11 OF SAID TOWN AND COUNTRY BUSINESS PARK TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE WESTERLY 200.63 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 00°00'15" EAST FOR A DISTANCE OF 1,188.9 FEET, MORE OR LESS, TO THE SOUTHWEST

CORNER OF SAID TOWN AND COUNTRY BUSINESS PARK, SAID SOUTHWEST CORNER BEING ON THE NORTH LINE OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE SOUTH 88°53'41" WEST ALONG THE NORTH LINE OF SAID SECTION 27 FOR A DISTANCE OF 502.44 FEET, MORE OR LESS; THENCE DEPARTING SAID NORTH LINE OF SECTION 27, RUN SOUTH 03°17'35" EAST FOR A DISTANCE OF 1,225.95 FEET, MORE OR LESS; THENCE NORTH 86°42'27" EAST FOR A DISTANCE OF 1,080.53 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 4,113.5 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD FOR A DISTANCE OF 3,296 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD, RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY FOR A DISTANCE OF 4,780 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID WESTERLY RAILWAY RIGHT-OF-WAY LINE AND THE EAST LINE OF SECTION 33, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE SOUTHERLY ALONG SAID WESTERLY RAILWAY RIGHT-OF-WAY LINE AND SAID EAST LINE OF SECTION 33 FOR A DISTANCE OF 595 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE DEPARTING SAID WESTERLY RAILWAY RIGHT-OF-WAY LINE AND SAID SOUTHEAST CORNER OF SECTION 33, RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 33 TO THE SOUTHWEST CORNER THEREOF; THENCE DEPARTING SAID SOUTHWEST CORNER OF SECTION 33, RUN NORTH 89°03'16" WEST ALONG THE SOUTHERN BOUNDARY OF SECTION 32, TOWNSHIP 11 SOUTH, RANGE 30 EAST, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF S.R. 13 (A VARIABLE WIDTH RIGHT OF WAY); THENCE NORTH 48°54'41" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF S.R. 13 TO A POINT ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF AN EXISTING DIRT ROAD; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF S.R. 13, RUN ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY OF AN EXISTING DIRT ROAD THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTH 55°38'16" EAST FOR A DISTANCE OF 173.18 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 574.60 FEET; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 181.18 FEET, THROUGH A CENTRAL ANGLE OF 18°04'00" AND BEING SUBTENDED BY A CHORD, BEARING DISTANCE OF NORTH 64°40'15" EAST 180.43 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 73°42'15" EAST FOR A DISTANCE OF 446.36 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 32; THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST HALF OF THE EAST HALF, AND ITS NORTHERLY EXTENSION THEREOF, TO THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD, SAID NORTHERLY RIGHT-OF-WAY LINE BEING IN SECTION 29, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE WESTERLY ALONG SAID NORTHERLY EXISTING RIGHT-OF-WAY LINE TO A POINT WHICH IS NORTH 30°53'57" WEST, 39.2 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE DEPARTING SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE OF OTIS STONE HUNTER ROAD, RUN NORTH 30°53'57" WEST FOR A DISTANCE OF 2,562 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1600, PAGE 275; THENCE WESTERLY ON THE NORTH LINE OF SAID LANDS FOR A DISTANCE OF 776 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LANDS, SAID NORTHWEST CORNER BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD BRICK YARD ROAD (HIGHWAY 13), A 50-FOOT RIGHT-OF-WAY; THENCE NORTH 10°25'58" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OLD BRICK YARD ROAD FOR A DISTANCE OF 415.68 FEET, MORE OR LESS; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 90°00'00" WEST ON THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 535, PAGE 1327 AND OFFICIAL RECORDS BOOK 404, PAGE 281 FOR A DISTANCE OF 487.17 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 535, PAGE 1327; THENCE SOUTH 45°00'00" WEST FOR A

DISTANCE OF 2,876 FEET, MORE OR LESS, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF AN ABANDONED RAILROAD HAVING A 100-FOOT RIGHT-OF-WAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY ABANDONED RAILROAD RIGHT OF WAY FOR A DISTANCE OF 19,066 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTHERLY LINE OF LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY SET FORTH IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 213, PAGE 796, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID INTERSECTION BEING IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE DEPARTING SAID SOUTHWESTERLY ABANDONED RAILROAD RIGHT-OF-WAY LINE, RUN NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID FLORIDA POWER AND LIGHT COMPANY LANDS FOR A DISTANCE OF 2,287 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE DEPARTING SAID NORTHEASTERLY LINE OF FLORIDA POWER AND LIGHT COMPANY LANDS, RUN EASTERLY ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE EAST LINE OF SAID SECTION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 15 TO THE NORTHEAST CORNER OF SAID SECTION 15, ALSO BEING THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 29 EAST (MAP REFERENCE POINT "H"); THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14 TO THE NORTHEAST CORNER OF SAID SECTION 14, ALSO BEING THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 12 TO THE NORTHWEST CORNER OF SAID SECTION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 12 TO THE CENTERLINE OF OLD BRICK ROAD (AS NOW ESTABLISHED) ALSO BEING THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1658, PAGE 679 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING (48) COURSES AND DISTANCES ALONG SAID CENTERLINE, AND WESTERLY LINE: (1) NORTH 26°49'39" WEST, 84.37 FEET; (2) NORTH 24°19'07" WEST, 3,161.55 FEET; (3) NORTH 23°57'03" WEST, 291.18 FEET; (4) NORTH 25°50'57" WEST, 22.84 FEET; (5) NORTH 24°12'47" WEST, 617.87 FEET; (6) NORTH 23°48'00" WEST, 77.28 FEET; (7) NORTH 24°16'44" WEST, 920.28 FEET; (8) NORTH 21°32'08" WEST, 64.19 FEET; (9) NORTH 24°24'18" WEST, 77.82 FEET; (10) NORTH 29°56'16" WEST, 24.23 FEET; (11) NORTH 24°15'43" WEST, 1738.10 FEET; (12) NORTH 29°29'42" WEST, 100.40 FEET; (13) NORTH 36°11'00" WEST, 317.55 FEET; (14) NORTH 37°16'50" WEST, 176.49 FEET; (15) NORTH 38°35'10" WEST, 763.05 FEET; (16) NORTH 38°48'32" WEST, 488.46 FEET; (17) NORTH 35°18'50" WEST, 60.72 FEET; (18) NORTH 40°30'25" WEST, 143.90 FEET; (19) NORTH 39°04'10" WEST, 479.49 FEET; (20) NORTH 38°59'00" WEST, 1,270.87 FEET; (21) NORTH 35°43'00" WEST, 198.30 FEET; (22) NORTH 31°34'59" WEST, 199.99 FEET; (23) NORTH 27°26'44" WEST, 90.87 FEET; (24) NORTH 32°46'29" WEST, 82.31 FEET; (25) NORTH 30°24'18" WEST, 783.03 FEET; (26) NORTH 30°35'25" WEST, 877.06 FEET; (27) NORTH 31°38'12" WEST, 56.74 FEET; (28) NORTH 30°31'44" WEST, 1,417.57 FEET; (29) NORTH 30°57'44" WEST, 1,001.16 FEET; (30) NORTH 28°41'30" WEST, 194.24 FEET; (31) NORTH 25°36'44" WEST, 198.92 FEET; (32) NORTH 22°17'21" WEST, 742.52 FEET; (33) NORTH 22°12'35" WEST, 444.14 FEET; (34) NORTH 20°30'30" WEST, 250.49 FEET; (35) NORTH 20°14'39" WEST, 180.97 FEET; (36) NORTH 20°24'44" WEST, 1,589.09 FEET; (37) NORTH 10°33'01" WEST, 87.05 FEET; (38) NORTH 20°23'01" WEST, 882.13 FEET; (39) NORTH 20°52'53" WEST, 155.63 FEET; (40) NORTH 20°22'19" WEST, 1,878.38 FEET; (41) NORTH 20°52'15" WEST, 400.21 FEET; (42) NORTH 18°24'59" WEST, 96.60 FEET; (43) NORTH 16°32'58" WEST, 53.69 FEET; (44) NORTH 14°27'44" WEST, 50.90 FEET; (45) NORTH 10°43'37" WEST, 124.08; (46) NORTH 9°25'15" WEST, 345.94 FEET; (47) NORTH 09°59'58" WEST, 152.07 FEET; (48) NORTH 06°59'25" WEST, 26.97 FEET TO THE NORTHERLY LINE OF SECTION 22, TOWNSHIP 10 SOUTH, RANGE 29 EAST; THENCE ALONG THE NORTHERLY LINES OF SAID SECTIONS 22, 23, AND 24 TO THE NORTHEAST CORNER OF SAID SECTION 24 (MAP REFERENCE POINT "I"); THENCE SOUTH 00°25'15" EAST, ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER (¼) OF SAID SECTION 24, FOR A DISTANCE OF 2,634.77 FEET; THENCE SOUTH 00°56'20" WEST, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER (¼) OF SAID SECTION 24, FOR A DISTANCE OF 2,658.49 FEET TO THE SOUTHEAST

CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SECTION 25, TOWNSHIP 10 SOUTH, RANGE 29 EAST, TO THE NORTHERLY LINE OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 29 EAST; THENCE NORTH 89°22'47" EAST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 112.08 FEET TO THE EASTERLY LINE OF SAID SECTION 36; THENCE SOUTH 00°39'38" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,490.78 FEET TO THE NORTHERLY LINE OF THE WEST HALF (½) OF THE SOUTHWEST QUARTER (¼) OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE SOUTH 89°50'58" EAST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1,325.27 FEET TO THE EASTERLY LINE OF THE WEST HALF (½) OF THE SOUTHWEST QUARTER (¼) OF SAID SECTION 31; THENCE SOUTH 00°03'47" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,654.89 FEET TO THE SOUTHERLY LINE OF SAID SECTION 31; THENCE NORTH 89°54'18" WEST, ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 1,324.68 FEET TO THE EASTERLY LINE OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE SOUTHERLY, ALONG SAID EASTERLY LINE OF SECTION 1, TO THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 29 EAST; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 12 TO THE SOUTHEAST CORNER OF SAID SECTION, SAID SOUTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18 TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 17 TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 16 TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD; THENCE DEPARTING SAID NORTHERLY LINE OF SECTION 16, RUN NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD FOR A DISTANCE OF 30,330 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE SOUTH 54°24'01" WEST ALONG SAID SOUTH LINE OF SECTION 47 AND THE RIGHT-OF-WAY OF SAID RAILROAD FOR A DISTANCE OF 139.61 FEET; THENCE DEPARTING SAID SOUTH LINE OF SECTION 47 RUN NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD FOR A DISTANCE OF 5,175 FEET MORE OR LESS, TO THE CENTER OF PELLICER CREEK, SAID CENTER OF CREEK BEING THE NORTHERLY BOUNDARY OF FLAGLER COUNTY, FLORIDA, (MAP REFERENCE POINT "J"); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF RAILROAD RUN EASTERLY ALONG THE CENTER OF SAID PELLICER CREEK FOR A DISTANCE OF 5,667 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING THE CENTER OF PELLICER CREEK AND THE NORTH LINE OF FLAGLER COUNTY, FLORIDA, RUN SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 9,413 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE NORTH 89°44'49" EAST ALONG SAID NORTH LINE OF SECTION 21 FOR A DISTANCE OF 50.52 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 21, RUN SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. No. 1 FOR A DISTANCE OF 1,332.10 FEET; THENCE SOUTH 89°35'37" WEST FOR A DISTANCE OF 50.50 FEET; THENCE SOUTH 08°29'47" EAST FOR A DISTANCE OF 685.79 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 RUN NORTH 81°30'13" EAST FOR A DISTANCE OF 200.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN NORTH 89°21'34" EAST ALONG THE SOUTH BOUNDARY LINE OF THE KURCIN PARCEL RECORDED IN OFFICIAL RECORDS BOOK 672, PAGE 508 FOR A DISTANCE OF 1,097.21 FEET; THENCE SOUTH 08°08'42" EAST FOR A DISTANCE OF 281.75 FEET; THENCE WESTERLY ALONG THE NORTH BOUNDARY LINE OF THE ROTUNNO PARCEL, RECORDED IN OFFICIAL RECORDS BOOK 662, PAGE 1600, FOR A DISTANCE OF 1,005.5 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 391.3 FEET,

MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF SAID ROTUNNO PARCEL; THENCE NORTH 89°26'28" EAST ALONG THE SOUTH LINE OF THE ROTUNNO PARCEL AND ALONG THE SOUTH LINE OF THE KURCIN PARCEL FOR A DISTANCE OF 1,678.73 FEET; THENCE NORTH 00°29'05" WEST ALONG THE EAST LINE OF SAID KURCIN PARCEL FOR A DISTANCE OF 700.17 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID KURCIN PARCEL; THENCE WESTERLY ALONG THE NORTH LINE OF SAID KURCIN PARCEL FOR A DISTANCE OF 1,776.9 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE NORTH 08°29'47" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, FOR A DISTANCE OF 1,958 FEET, MORE OR LESS, TO THE NORTH LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 FOR A DISTANCE OF 9,256 FEET, MORE OR LESS, TO THE CENTER OF PELLICER CREEK AND THE NORTH LINE OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY ALONG THE CENTER OF PELLICER CREEK 4,846 FEET, MORE OR LESS, TO THE CENTER OF INTERSTATE 95; THENCE DEPARTING SAID CENTER OF PELLICER CREEK AND THE NORTH LINE OF FLAGLER COUNTY, RUN SOUTHERLY ALONG THE CENTER OF INTERSTATE 95 FOR A DISTANCE OF 41,325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 18 (MAP REFERENCE POINT "I"); THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 18 TO THE NORTH-WEST CORNER OF SAID SECTION 18; THENCE NORTH 89°04'11" EAST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER (¼) OF SAID SECTION 18, FOR A DISTANCE OF 2,643.62 FEET TO THE NORTHERLY LINE OF THE NORTHEAST QUARTER (¼) OF SAID SECTION 18; THENCE NORTH 88°55'28" EAST ALONG SAID LINE, FOR A DISTANCE OF 1,327.18 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER (¼) OF THE NORTHEAST QUARTER (¼) OF SECTION 18; THENCE SOUTH 00°47'39" EAST, ALONG SAID LINE, 1,319.93 FEET TO SOUTHERLY LINE OF THE NORTHWEST QUARTER (¼) OF THE NORTHEAST QUARTER (¼) OF SAID SECTION 18; THENCE SOUTH 88°59'22" WEST, ALONG SAID LINE, 1,325.16 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER (¼) OF SECTION 18; THENCE SOUTH 00°52'54" EAST, ALONG SAID LINE, 1,318.42 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER (¼) OF SAID SECTION 18; THENCE NORTH 89°03'17" EAST, ALONG SAID LINE, 2,646.28 FEET TO THE EASTERLY LINE OF SAID SECTION 18; THENCE SOUTH 00°36'34" EAST, ALONG SAID LINE, 2,664.61 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (¼) OF SAID SECTION 18; THENCE SOUTH 89°51'49" WEST, ALONG SAID LINE, 2,633.84 FEET TO SOUTHERLY LINE OF THE SOUTHWEST QUARTER (¼) OF SAID SECTION 18, THENCE NORTH 88°50'09" EAST, ALONG SAID LINE, FOR A DISTANCE OF 2,654.39 FEET TO THE POINT OF BEGINNING (MAP REFERENCE POINT "I").

TOGETHER WITH:

A PARCEL OF LAND DESCRIBED AS THAT PORTION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 30 AND RUN NORTH 30 DEGREES 53 MINUTES 57 SECOND WEST, 2600.95 FEET TO A POINT ON THE WESTERN BOUNDARY OF THE EAST ½ OF THE SOUTHEAST ¼, THENCE SOUTH ALONG SAID WESTERN BOUNDARY OF THE EAST ½ OF THE SOUTHEAST ¼ TO THE SOUTH LINE OF SECTION 30, THEN EAST ALONG THE SOUTH LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF SECTION 30 AND THE POINT OF BEGINNING. APPROXIMATELY 32 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 17, 18, 19, 20, 21, 22, 27, 28, 29, 33, 34, 42, 50, 51, 52, 53 AND 54, TOWNSHIP 11 SOUTH, RANGE 31 EAST, GOVERNMENT SECTIONS 3 AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, THENCE NORTH 88°53'11" EAST ALONG THE SOUTH LINE OF SECTION 22 A DISTANCE OF 429.08 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE DEPARTING SAID SECTION LINE SOUTH 16°42'45" EAST A DISTANCE OF 269.25 FEET, THENCE SOUTH 52°45'41" WEST A DISTANCE OF 121.63 FEET, THENCE SOUTH 60°38'42" EAST A DISTANCE OF 233.55 FEET, THENCE NORTH 57°33'16" EAST A DISTANCE OF 458.03 FEET, THENCE NORTH 87°43'12" EAST A DISTANCE OF 210.50 FEET, THENCE SOUTH 19°42'53" WEST A DISTANCE OF 40.68 FEET, THENCE SOUTH 76°30'00" EAST A DISTANCE OF 44.12 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A 15' STRIP OF LAND FOR PEDESTRIAN/BICYCLE PATH USE RECORDED IN OFFICIAL RECORDS BOOK 474, PAGES 820 THROUGH 823, THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES SOUTH 10°05'32" WEST A DISTANCE OF 926.81 FEET TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY, THENCE SOUTHERLY A DISTANCE OF 1887.48 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 68°39'48", A RADIUS OF 1575.00 FEET, A CHORD BEARING OF SOUTH 24°14'22" EAST AND A CHORD DISTANCE OF 1776.54 FEET TO A POINT OF TANGENCY, THENCE SOUTH 58°34'16" EAST A DISTANCE OF 560.63 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHWESTERLY, THENCE SOUTHEASTERLY A DISTANCE OF 1700.10 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40°10'06", A RADIUS OF 2425.00 FEET, A CHORD BEARING OF SOUTH 38°29'13" EAST AND A CHORD DISTANCE OF 1666.40 FEET TO A POINT OF TANGENCY, THENCE SOUTH 18°24'09" EAST A DISTANCE OF 5460.63 TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, THENCE SOUTHERLY A DISTANCE OF 1507.36 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°29'11", A RADIUS OF 7519.00 FEET, A CHORD BEARING OF SOUTH 11°58'36" EAST AND A CHORD DISTANCE OF 1504.84 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE DEPARTING SAID PROPOSED ROADWAY SOUTH 83°46'14" WEST A DISTANCE OF 8.55 FEET, THENCE SOUTH 83°27'24" WEST A DISTANCE OF 211.82 FEET, THENCE SOUTH 44°29'22" WEST A DISTANCE OF 990.73 FEET, THENCE SOUTH 29°15'12" WEST A DISTANCE OF 219.88 FEET, THENCE SOUTH 57°42'47" EAST A DISTANCE OF 283.56 FEET, THENCE SOUTH 12°43'31" EAST A DISTANCE OF 300.18 FEET, THENCE SOUTH 45°29'28" EAST A DISTANCE OF 718.28 FEET, THENCE SOUTH 19°06'24" EAST A DISTANCE OF 261.31 FEET, THENCE SOUTH 44°03'30" WEST A DISTANCE OF 145.36 FEET, THENCE NORTH 62°22'17" WEST A DISTANCE OF 122.87 FEET, THENCE SOUTH 39°18'36" WEST A DISTANCE OF 208.66 FEET, THENCE SOUTH 23°18'47" WEST A DISTANCE OF 392.96 FEET, THENCE SOUTH 22°15'50" EAST A DISTANCE OF 554.13 FEET, THENCE NORTH 79°37'07" WEST A DISTANCE OF 158.10 FEET, THENCE NORTH 47°30'38" WEST A DISTANCE OF 210.90 FEET, THENCE NORTH 08°02'07" WEST A DISTANCE OF 278.13 FEET, THENCE NORTH 42°31'19" WEST A DISTANCE OF 644.26 FEET, THENCE NORTH 63°57'47" WEST A DISTANCE OF 302.89 FEET, THENCE NORTH 85°53'27" WEST A DISTANCE OF 132.53 FEET, THENCE NORTH 03°36'14" EAST A DISTANCE OF 123.70 FEET, THENCE NORTH 43°33'24" WEST A DISTANCE OF 406.24 FEET, THENCE SOUTH 43°05'57" WEST A DISTANCE OF 91.04 FEET, THENCE SOUTH 04°15'25" WEST A DISTANCE OF 104.75 FEET, THENCE SOUTH 40°22'25" WEST A DISTANCE OF 324.10 FEET, THENCE SOUTH 80°06'11" WEST A DISTANCE OF 55.25 FEET, THENCE NORTH 27°50'43" EAST A DISTANCE OF 332.95, THENCE NORTH A DISTANCE OF 85.47 FEET, THENCE NORTH 47°33'46" EAST A DISTANCE OF 191.77 FEET, THENCE NORTH 15°15'48" WEST A DISTANCE OF 155.15 FEET, THENCE NORTH 34°00'46" WEST A DISTANCE OF 636.31 FEET, THENCE SOUTH 85°20'40" WEST A DISTANCE OF 87.82 FEET, THENCE SOUTH 12°52'08" WEST A DISTANCE OF 314.39 FEET, THENCE NORTH 77°50'07" WEST A DISTANCE OF 101.47 FEET, THENCE NORTH 17°49'15" WEST A DISTANCE OF 156.79 FEET, THENCE NORTH 71°16'17" WEST A DISTANCE OF 309.76 FEET, THENCE SOUTH 78°29'33" WEST A DISTANCE OF 105.55 FEET, THENCE NORTH

58°58'10" WEST A DISTANCE OF 118.93 FEET, THENCE NORTH 00°58'16" EAST A DISTANCE OF 127.06 FEET, THENCE SOUTH 66°13'11" EAST A DISTANCE OF 277.69 FEET, THENCE NORTH 30°57'04" EAST A DISTANCE OF 104.92 FEET, THENCE SOUTH 67°50'42" EAST A DISTANCE OF 245.71 FEET, THENCE NORTH 37°03'07" WEST A DISTANCE OF 803.78 FEET, THENCE NORTH 00°44'11" WEST A DISTANCE OF 475.68 FEET, THENCE SOUTH 89°15'49" WEST ALONG THE NORTHERLY LINE OF THE LEHIGH RAILROAD RIGHT-OF-WAY A DISTANCE OF 3998.00 FEET, THENCE DEPARTING SAID RAILROAD RIGHT OF WAY NORTH 00°44'11" WEST A DISTANCE OF 208.86 FEET, THENCE NORTH 17°41'36" WEST A DISTANCE OF 3508.19 FEET, THENCE SOUTH 89°10'12" WEST A DISTANCE OF 833.01 FEET, THENCE NORTH 15°20'03" WEST A DISTANCE OF 1688.94 FEET, THENCE NORTH 13°36'24" WEST A DISTANCE OF 2525.96 FEET, THENCE NORTH 42°21'02" WEST A DISTANCE OF 1094.08 FEET, THENCE NORTH 20°26'43" WEST A DISTANCE OF 2138.13 FEET, THENCE NORTH 69°03'13" EAST A DISTANCE OF 664.65 FEET, THENCE NORTH 20°17'51" WEST A DISTANCE OF 142.01 FEET, THENCE SOUTH 69°03'13" WEST A DISTANCE OF 901.75 FEET, THENCE NORTH 11°45'24" WEST A DISTANCE OF 3.26 FEET, THENCE NORTH 01°54'07" EAST A DISTANCE OF 64.87 FEET, THENCE NORTH 12°43'33" WEST A DISTANCE OF 47.49 FEET, THENCE NORTH 12°11'06" WEST A DISTANCE OF 33.61 FEET, THENCE NORTH 22°25'20" WEST A DISTANCE OF 45.85 FEET, THENCE NORTH 25°31'12" WEST A DISTANCE OF 52.05 FEET, THENCE NORTH 78°14'10" EAST A DISTANCE OF 50.37 FEET, THENCE NORTH 13°55'38" WEST A DISTANCE OF 84.62 FEET, THENCE SOUTH 79°42'21" WEST A DISTANCE OF 36.14 FEET, THENCE NORTH 00°34'43" WEST A DISTANCE OF 43.70 FEET, THENCE SOUTH 89°25'17" WEST A DISTANCE OF 35.00 FEET, THENCE SOUTH 89°24'49" WEST A DISTANCE OF 191.43 FEET, THENCE NORTH 08°42'57" EAST A DISTANCE OF 238.76 FEET, THENCE NORTH 19°25'15" WEST A DISTANCE OF 1583.14 FEET, THENCE NORTH 24°33'06" WEST A DISTANCE OF 289.90 FEET, THENCE NORTH 32°26'09" WEST A DISTANCE OF 430.26 FEET, THENCE NORTH 16°26'05" WEST A DISTANCE OF 563.11 FEET, THENCE NORTH 24°10'56" WEST A DISTANCE OF 802.64 FEET, THENCE NORTH 35°30'33" WEST A DISTANCE OF 127.19 FEET, THENCE SOUTH 71°49'42" WEST A DISTANCE OF 35.00 FEET, THENCE NORTH 18°10'18" WEST A DISTANCE OF 155.00 FEET, THENCE SOUTH 71°49'42" WEST A DISTANCE OF 167.00 FEET, THENCE SOUTH 48°40'18" EAST A DISTANCE OF 155.00 FEET, THENCE SOUTH 71°49'42" WEST A DISTANCE OF 1252.18 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (66'RW) SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES NORTHWESTERLY A DISTANCE OF 461.70 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°03'08", A RADIUS OF 1465.39 FEET, A CHORD BEARING OF NORTH 40°09'23" WEST AND A CHORD DISTANCE OF 459.79 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHEASTERLY, THENCE NORTHWESTERLY A DISTANCE OF 532.87 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21°49'02", A RADIUS OF 1399.40 FEET, A CHORD BEARING OF NORTH 38°16'26" WEST AND A CHORD DISTANCE OF 529.65 FEET TO A POINT OF TANGENCY, THENCE NORTH 27°24'55" WEST A DISTANCE OF 756.86 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHWESTERLY, THENCE NORTHWESTERLY A DISTANCE OF 615.83 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°29'44", A RADIUS OF 1668.52 FEET, A CHORD BEARING OF NORTH 38°36'47" WEST AND A CHORD DISTANCE OF 611.88 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE NORTH 89°11'03" EAST ALONG THE NORTH LINE OF GOVERNMENT SECTION 19 A DISTANCE OF 25.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THENCE NORTHWESTERLY ALONG OLD KINGS ROAD A DISTANCE OF 76.39 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°45'38", A RADIUS OF 1585.52 FEET, A CHORD BEARING OF NORTH 50°32'17" WEST AND A CHORD DISTANCE OF 76.39 FEET TO A POINT OF TANGENCY, THENCE NORTH 51°55'06" WEST A DISTANCE OF 420.35 FEET, THENCE DEPARTING OLD KINGS ROAD NORTH 38°04'53" EAST A DISTANCE OF 60.00 FEET, THENCE SOUTH 51°55'06" EAST A DISTANCE OF 30.00 FEET, THENCE NORTH 41°00'49" EAST ALONG THE SOUTHERLY BOUNDARY OF THE PLAT BERNARD MEADOWS SECTION-81, MAP BOOK 23, PAGES 23 THROUGH 40 A DISTANCE OF 165.15 FEET TO A POINT OF

CURVATURE, CONCAVE SOUTHERLY, THENCE NORTHEASTERLY A DISTANCE OF 1483.23 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67°59'11", A RADIUS OF 1250.00 FEET, A CHORD BEARING OF NORTH 75°00'25" EAST AND A CHORD DISTANCE OF 1397.73 FEET TO A POINT OF TANGENCY, THENCE SOUTH 71°00'00" EAST A DISTANCE OF 900.00 FEET TO A POINT OF CURVATURE, CONCAVE NORTHERLY, THENCE EASTERLY A DISTANCE OF 1358.74 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°00'00", A RADIUS OF 1730.00 FEET, A CHORD BEARING OF NORTH 86°30'00" EAST AND A CHORD DISTANCE OF 1324.08 FEET TO A POINT OF TANGENCY, THENCE NORTH 64°00'00" EAST A DISTANCE OF 1701.10 FEET TO A POINT ON THE EAST LINE OF SECTION 42, THENCE SOUTH 25°44'16" EAST ALONG THE EAST LINE OF SECTION 42 A DISTANCE OF 2004.38 FEET, THENCE SOUTH 25°18'43" EAST ALONG THE EAST LINE OF SECTION 50 A DISTANCE OF 208.36 FEET, THENCE DEPARTING SECTION 50 NORTH 64°41'17" EAST A DISTANCE OF 800.00 FEET, THENCE NORTH 31°07'01" EAST A DISTANCE OF 1744.68 FEET, THENCE SOUTH 89°53'38" EAST A DISTANCE OF 2595.47 FEET, THENCE SOUTH 23°57'25" EAST A DISTANCE OF 94.80 FEET, THENCE SOUTH 08°51'56" WEST A DISTANCE OF 109.87 FEET, THENCE SOUTH 03°23'14" EAST A DISTANCE OF 208.02 FEET, THENCE SOUTH 42°13'34" EAST A DISTANCE OF 171.72 FEET, THENCE NORTH 87°40'06" EAST A DISTANCE OF 165.10 FEET, THENCE SOUTH 11°11'25" WEST A DISTANCE OF 105.42 FEET, THENCE SOUTH 62°15'40" WEST A DISTANCE OF 181.91 FEET, THENCE SOUTH 04°09'43" EAST A DISTANCE OF 303.07 FEET, THENCE SOUTH 39°18'17" EAST A DISTANCE OF 208.34 FEET, THENCE SOUTH 02°34'48" EAST A DISTANCE OF 361.11 FEET, THENCE SOUTH 36°40'38" EAST A DISTANCE OF 142.77 FEET, THENCE SOUTH 60°10'04" EAST A DISTANCE OF 256.86 FEET, THENCE SOUTH 31°32'40" EAST A DISTANCE OF 131.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION (215' R/W), THENCE SOUTH 42°18'31" EAST A DISTANCE OF 172.40 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 02°09'53" EAST A DISTANCE OF 2.98 FEET, THENCE SOUTH 87°50'07" WEST A DISTANCE OF 12.10 FEET, THENCE SOUTH 04°21'31" WEST A DISTANCE OF 28.04 FEET, THENCE SOUTH 46°25'34" WEST A DISTANCE OF 120.95 FEET, THENCE SOUTH 03°36'47" WEST A DISTANCE OF 203.48 FEET, THENCE SOUTH 17°41'49" EAST A DISTANCE OF 316.38 FEET, THENCE SOUTH 35°09'38" EAST A DISTANCE OF 115.05 FEET, THENCE SOUTH 59°53'36" EAST A DISTANCE OF 170.46 FEET, THENCE SOUTH 25°07'13" EAST A DISTANCE OF 342.34 FEET, THENCE SOUTH 50°31'18" EAST A DISTANCE OF 141.21 FEET, THENCE SOUTH 20°13'12" EAST A DISTANCE OF 195.14 FEET, THENCE SOUTH 31°32'58" WEST A DISTANCE OF 441.60 FEET, THENCE SOUTH 15°13'26" WEST A DISTANCE OF 258.73 FEET, THENCE SOUTH 75°24'27" EAST A DISTANCE OF 35.24 FEET, THENCE SOUTH 12°01'18" WEST A DISTANCE OF 450.50 FEET, THENCE SOUTH 58°00'31" WEST A DISTANCE OF 264.79 FEET, THENCE SOUTH 12°26'08" WEST A DISTANCE OF 169.77 FEET, THENCE SOUTH 14°14'22" EAST A DISTANCE OF 341.84 FEET, THENCE SOUTH 16°18'06" WEST A DISTANCE OF 127.31 FEET, THENCE SOUTH 24°41'22" EAST A DISTANCE OF 328.77 FEET, THENCE SOUTH 50°13'05" EAST A DISTANCE OF 204.61 FEET, THENCE SOUTH 33°13'43" WEST A DISTANCE OF 104.34 FEET, THENCE SOUTH 31°50'57" EAST A DISTANCE OF 595.97 FEET, THENCE SOUTH 16°42'45" EAST A DISTANCE OF 4.14 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS TO FLORIDA POWER AND LIGHT CO. RECORDED IN OFFICIAL RECORDS BOOK 145, PAGES 697 AND 698 AND BOOK 44, PAGES 512-518, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA:

PARCEL CONTAINING 3069.8239 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 3, 39 AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE NORTH 20°42'49" WEST ALONG THE WEST LINE OF SECTION 3 A DISTANCE OF 4478.80 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 58°52'20" WEST A DISTANCE OF 58.15 FEET; THENCE SOUTH 49°01'16" WEST A DISTANCE OF 347.81 FEET; THENCE SOUTH 11°33'59" EAST A DISTANCE OF 145.51 FEET; THENCE SOUTH 32°19'01" WEST A DISTANCE OF 185.55 FEET; THENCE SOUTH 26°09'35" EAST A DISTANCE OF 79.41 FEET; THENCE SOUTH 28°37'27" WEST A DISTANCE OF 194.88 FEET; THENCE SOUTH 12°48'41" EAST A DISTANCE OF 131.57 FEET; THENCE SOUTH 39°58'25" EAST A DISTANCE OF 279.70 FEET; THENCE SOUTH 11°49'24" EAST A DISTANCE OF 69.16 FEET TO A POINT BEING THE NORTHEAST CORNER OF A 261.00 ACRE PARCEL OF LAND TO BE SOLD TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; THENCE SOUTH 89°15'49" WEST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 2114.30 FEET; THENCE NORTH 20°54'58" WEST A DISTANCE OF 2024.75 FEET TO A POINT ON THE SOUTH LINE OF THE LEHIGH RAILROAD RIGHT OF WAY LINE (60' RW); THENCE NORTH 89°15'49" EAST ALONG SAID RAILROAD RIGHT OF WAY A DISTANCE OF 3519.14 FEET; THENCE DEPARTING SAID RAILROAD RIGHT OF WAY SOUTH 00°44'11" EAST A DISTANCE OF 415.68 FEET; THENCE SOUTH 58°52'20" WEST A DISTANCE OF 548.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 115.00 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 16, THENCE SOUTH 01°02'33" EAST ALONG THE EAST LINE OF SECTION 16 A DISTANCE OF 3420.10 FEET TO A POINT ON THE CENTERLINE RIGHT OF WAY OF WATERSIDE PARKWAY (80' RW) ACCORDING TO THE PLAT WATERSIDE COUNTRY CLUB PHASE I, RECORDED IN MAP BOOK 30, PAGES 64 THROUGH 72, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE SOUTH 62°36'35" WEST ALONG THE CENTERLINE OF SAID RIGHT OF WAY A DISTANCE OF 423.27 FEET TO A POINT ON THE CENTERLINE OF RIGHT OF WAY OF COLBERT LANE (120' RW), THENCE CONTINUE ALONG THE EXTENSION OF THE CENTERLINE OF WATERSIDE PARKWAY SOUTH 62°36'35" WEST A DISTANCE OF 349.86 FEET THENCE SOUTH 05°07'41" WEST A DISTANCE OF 329.41 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 05°07'41" WEST A DISTANCE OF 92.37 FEET, THENCE SOUTH 10°18'17" EAST A DISTANCE OF 32.52 FEET, THENCE SOUTH 89°53'38" EAST A DISTANCE OF 77.37 FEET, THENCE SOUTH 23°57'25" EAST A DISTANCE OF 3.10 FEET, THENCE SOUTH 87°09'26" WEST A DISTANCE OF 878.22 FEET, THENCE NORTH 87°41'32" WEST A DISTANCE OF 475.32 FEET, THENCE NORTH 88°55'57" WEST A DISTANCE OF 1191.06 FEET, THENCE SOUTH 33°09'09" WEST A DISTANCE OF 804.92 FEET, THENCE SOUTH 32°27'51" WEST A DISTANCE OF 959.89 FEET, THENCE SOUTH 64°41'17" WEST A DISTANCE OF 89.27 FEET, THENCE NORTH 16°28'04" EAST A DISTANCE OF 397.93 FEET, THENCE NORTH 31°07'01" EAST A DISTANCE OF 1485.39 FEET, THENCE SOUTH 89°53'38" EAST A DISTANCE OF 889.47 FEET, THENCE SOUTH 86°32'03" EAST A DISTANCE OF 892.61 FEET, THENCE NORTH 86°21'56" EAST A DISTANCE OF 843.68 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 14.40 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTION 48 AND GOVERNMENT SECTION 16, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 16; THENCE SOUTH 01°02'33" EAST ALONG THE EAST LINE OF SECTION 16 A DISTANCE OF 3420.10 FEET TO A POINT ON THE CENTERLINE RIGHT OF WAY OF WATERSIDE PARKWAY (80' R/W) ACCORDING TO THE PLAT WATERSIDE COUNTRY CLUB PHASE I, RECORDED IN MAP BOOK 30, PAGES 64 THROUGH 72, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 62°36'35" WEST ALONG THE CENTERLINE OF SAID RIGHT OF WAY A DISTANCE OF 423.27 FEET TO A POINT ON THE CENTERLINE OF RIGHT OF WAY OF COLBERT LANE (120' R/W); THENCE CONTINUE ALONG THE EXTENSION OF THE CENTERLINE OF WATERSIDE PARKWAY SOUTH 62°36'35" WEST A DISTANCE OF 349.86 FEET; THENCE SOUTH 05°07'41" WEST A DISTANCE OF 329.41 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGE 1222, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID CORNER BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 86°51'56" WEST, ALONG THE NORTH LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 664, PAGE 1222, A DISTANCE OF 843.68 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 86°32'03" WEST, A DISTANCE OF 892.60 FEET TO THE EASTERLY LINE OF THE ESTATES AT GRAND HAVEN AS RECORDED IN MAP BOOK 35, PAGE 48 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE OF THE ESTATES AT GRAND HAVEN THE THIRTEEN CALLS; THENCE NORTH 00°06'00" WEST, A DISTANCE OF 327.26 FEET; THENCE NORTH 65°24'15" EAST, A DISTANCE OF 164.04 FEET; THENCE NORTH 27°59'03" WEST, A DISTANCE OF 293.45 FEET; THENCE NORTH 27°59'07" WEST, A DISTANCE OF 183.32 FEET; THENCE NORTH 27°26'21" EAST, A DISTANCE OF 455.18 FEET; THENCE NORTH 19°36'23" WEST, A DISTANCE OF 357.96 FEET; THENCE NORTH 22°46'29" WEST, A DISTANCE OF 350.93 FEET; THENCE NORTH 59°32'23" WEST, A DISTANCE OF 242.76 FEET; THENCE NORTH 18°37'46" WEST, A DISTANCE OF 297.68 FEET; THENCE NORTH 39°18'25" WEST, A DISTANCE OF 235.89 FEET; THENCE NORTH 58°35'11" WEST, A DISTANCE OF 264.69 FEET; THENCE NORTH 21°17'54" WEST, A DISTANCE OF 187.00 FEET; THENCE NORTH 45°56'26" WEST, A DISTANCE OF 330.28 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1921.50 FEET, SAID CURVE BEING 3.50 FEET SOUTHERLY AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 474, PAGE 823 (A 15.00 FOOT WIDE PARCEL FOR A BIKE PATH); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°57'05", AN ARC DISTANCE OF 635.57 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°41'50" EAST, 632.67 FEET TO THE WESTERLY LINE OF PARCEL "L" AS DESCRIBED IN OFFICIAL RECORDS BOOK 691, PAGE 788, OF SAID PUBLIC RECORDS; THENCE SOUTH 01°40'48" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 42.67 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "L"; THENCE SOUTH 83°28'24" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "L", A DISTANCE OF 63.35 FEET TO THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1283, PAGE 1109, OF SAID PUBLIC RECORDS; THENCE SOUTH 40°49'52" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 140.90 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 35°32'32" EAST, A DISTANCE OF 103.57 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 42°09'50" EAST, A DISTANCE OF 172.20 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 49°39'25" EAST, A DISTANCE OF 178.98 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 26°34'08" EAST, A DISTANCE OF 242.29 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 72°02'02" EAST, A DISTANCE OF 468.37 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 26°34'08" EAST, A DISTANCE OF 161.63 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 21°48'17" EAST, A DISTANCE OF 194.51 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 14°44'46" EAST, A DISTANCE OF 236.54 FEET; THENCE CONTINUING ALONG SAID WESTERLY

LINE, SOUTH 02°47'35" EAST, A DISTANCE OF 494.20 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 36°01'55" EAST, A DISTANCE OF 163.76 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 53°00'05" EAST, A DISTANCE OF 120.44 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE NORTH 68°12'07" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 64.84 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE NORTH 00°00'00" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 386.26 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 10°13'26" WEST, A DISTANCE OF 746.24 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 38°59'45" WEST, A DISTANCE OF 325.31 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 58°40'32" WEST, A DISTANCE OF 324.21 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 23°57'58" WEST, A DISTANCE OF 118.58 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 21°33'02" EAST, A DISTANCE OF 313.10 FEET TO THE SOUTHERLY LINE OF PARCEL "N" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 82°38'43" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 49.75 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "N"; THENCE NORTH 03°58'32" EAST, A DISTANCE OF 115.90 FEET TO A POINT ON THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'56", AN ARC DISTANCE OF 308.10 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°15'54" EAST, 307.62 FEET TO A POINT ON THE WEST LINE OF PARCEL "O" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 25°25'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 115.31 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "O"; THENCE SOUTH 68°47'28" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "O", A DISTANCE OF 67.43 FEET TO THE SOUTHEASTERLY CORNER SAID PARCEL "O"; THENCE NORTH 24°25'47" EAST, A DISTANCE OF 109.67 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°00'45", AN ARC DISTANCE OF 307.25 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°40'46" EAST, 306.69 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "P" AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 40°10'10" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 112.25 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "P"; THENCE SOUTH 52°07'06" EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 69.75 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "P"; THENCE NORTH 37°59'55" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "P", A DISTANCE OF 109.04 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°30'46", AN ARC DISTANCE OF 141.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°21'12" EAST, 140.95 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 42°35'52" EAST, CONTINUING ALONG SAID SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS, A DISTANCE OF 167.71 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "Q" AS DESCRIBED IN SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 788 OF SAID PUBLIC RECORDS; THENCE SOUTH 49°41'14" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 38.40 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL "Q"; THENCE SOUTH 37°08'15" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "Q", A DISTANCE OF 57.94 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "Q"; THENCE NORTH 50°46'51" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "Q", A DISTANCE OF 43.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS

AS DESCRIBED IN OFFICIAL RECORDS BOOK 591, PAGE 762 OF SAID PUBLIC RECORDS; THENCE SOUTH 42°35'50" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 27.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE [CONCAVE] SOUTHWESTERLY AND HAVING A RADIUS OF 1465.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°12'25", AN ARC DISTANCE OF 56.45 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°29'38" EAST, 56.44 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTH PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 64, PAGE 1222 OF SAID PUBLIC RECORDS; THENCE SOUTH 19°36'48" EAST, ALONG SAID WESTERLY LINE OF SAID NORTH PARCEL, A DISTANCE OF 573.46 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 40°52'52" EAST, A DISTANCE OF 1119.30 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 03°38'24" WEST, A DISTANCE OF 406.07 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 05°07'59" WEST, A DISTANCE OF 253.52 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 102.01 ACRES MORE OR LESS.

TOGETHER WITH:

A PORTION OF PARCEL B OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 731, PAGES 1653-1655 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID PORTION LYING IN GOVERNMENT SECTION 3 AND GOVERNMENT SECTION 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT SECTION 4, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 01°25'55" EAST, A DISTANCE OF 130.74 FEET TO THE NORTH LINE OF PARCEL B OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 731, PAGES 1653-1655 OF SAID PUBLIC RECORDS; THENCE NORTH 89°15'49" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 3974.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°15'46" EAST, A DISTANCE OF 3519.14 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 00°44'11" EAST, ALONG THE EAST LINE OF SAID LANDS, 60.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 89°15'49" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 3519.14 FEET; THENCE NORTH 00°44'11" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 4.81 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF THE AFORESAID SECTION 3 RUN SOUTH 89°05'48" WEST A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 7519.00 FEET, SAID POINT BEING ON THE EAST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG SAID EAST LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°39'06" AND ARC DISTANCE OF 347.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°33'35" EAST, 347.94 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°46'14" WEST, A DISTANCE OF 8.55 FEET; THENCE CONTINUING ALONG SAID EAST

LINE, SOUTH 83°27'24" WEST, A DISTANCE OF 211.82 FEET; THENCE SOUTH 44°29'22" WEST, A DISTANCE OF 887.79 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 44°29'22" WEST, A DISTANCE OF 102.94 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 29°15'12" WEST, A DISTANCE OF 149.65 FEET TO THE INTERSECTION OF SAID EAST LINE AND SOUTH LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 145, PAGES 697-698 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EAST LINE, NORTH 73°37'09" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 71.52 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 04°03'25" WEST, A DISTANCE OF 241.02 FEET; THENCE NORTH 88°53'34" EAST, A DISTANCE OF 164.68 FEET; THENCE SOUTH 47°57'10" EAST, A DISTANCE OF 89.25 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 0.89 ACRES MORE OR LESS,

TOGETHER WITH:

A PORTION OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, AND SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF THE AFORESAID SECTION [SECTION] 34 RUN SOUTH 89°05'18" WEST A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 7519.00 FEET, SAID POINT BEING ON THE EAST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID EAST LINE AND THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 02°39'07" AND ARC DISTANCE OF 347.97 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°33'35" EAST, 347.94 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°46'14" WEST, A DISTANCE OF 8.55 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 83°27'24" WEST, A DISTANCE OF 20.24 FEET; THENCE DEPARTING NORTH 38°08'10" WEST, A DISTANCE 190.40 FEET; THENCE NORTH 20°08'23" WEST, A DISTANCE OF 135.87 FEET; THENCE NORTH 16°00'34" WEST, A DISTANCE OF 225.82 FEET; THENCE NORTH 41°35'34" EAST, A DISTANCE OF 196.43 FEET; THENCE SOUTH 77°06'51" EAST, A DISTANCE OF 117.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 7519.00 FEET, SAID POINT BEING ON THE EAST LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197-1221 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°25'07" AN ARC DISTANCE OF 317.39 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°05'42" EAST, 317.37 FEET TO THE POINT OF BEGINNING.

SAID CONTAINING 2.17 ACRES MORE OR LESS.

EXCEPT THE FOLLOWING PARCELS:

- (1) THE 0.23 ACRE WELL SITE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 253, PAGE 90 OF THE PUBLIC RECORDS, LOCATED IN GOVERNMENT SECTION 19 AND 30, 264 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA. (MAP REFERENCE E-4)
- (2) A PARCEL OF LAND LYING IN GOVERNMENT SECTION 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A PERMANENT REFERENCE MONUMENT AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CITATION PARKWAY WITH THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY ALL AS SHOWN ON THE SUBDIVISION PLAT OF MICANOPY PARK SECTION 61, PALM COAST, AND RECORDED IN MAP BOOK 20, PAGE 55 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 18°41'37" EAST 200.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS PARKWAY; THENCE NORTH 71°18'23" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 71°18'23" WEST 600.00 FEET; THENCE NORTH 18°41'37" EAST 300.00 FEET; THENCE SOUTH 71°18'23" EAST 600.00 FEET; THENCE SOUTH 18°41'37" WEST A 300.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 4.13 ACRES, MORE OR LESS. (MAP REFERENCE E-2)

- (3) A PARCEL OF LAND LYING WITHIN SECTIONS 12 AND 13, TOWNSHIP 12 SOUTH, RANGE 30 EAST, AND SECTIONS 7, 8, 17, 18, 19, 20 AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS A POINT OF REFERENCE; THENCE NORTH 45°42'00" WEST FOR A DISTANCE OF 38.90 FEET TO A POINT ON THE NORTH LINE OF IROQUOIS WATERWAY; THENCE CONTINUE NORTH 45°42'00" WEST FOR A DISTANCE OF 899.33 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 166.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 16°54'30", A RADIUS OF 565.60 FEET, A CHORD BEARING OF SOUTH 29°19'26" WEST AND A CHORD DISTANCE OF 166.31 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN NORTH 50°20'54" WEST FOR A DISTANCE OF 1,219.08 FEET; THENCE NORTH 00°27'05" WEST FOR A DISTANCE OF 793.98 FEET; THENCE NORTH 31°44'29" EAST FOR A DISTANCE OF 624.90 FEET; THENCE NORTH 00°14'34" WEST FOR A DISTANCE OF 2,640.34 FEET; THENCE NORTH 02°19'33" WEST FOR A DISTANCE OF 2,391.47 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100; THENCE RUN WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 100 FOR A DISTANCE OF 4,475 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1251, PAGES 1924 THROUGH 1927; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 RUN SOUTH 01°06'56" EAST ALONG SAID EASTERLY BOUNDARY LINE FOR A DISTANCE OF 243.69 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLD MOODY BOULEVARD (50' R/W); THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY OF OLD MOODY BOULEVARD FOR A DISTANCE OF 371 FEET, MORE OR LESS, TO THE WEST BOUNDARY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1251, PAGES 1924 THROUGH 1927; THENCE NORTHERLY ALONG SAID WEST BOUNDARY FOR A DISTANCE OF 462 FEET, MORE OR LESS, TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 100 FOR A DISTANCE OF 3,194 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY BOUNDARY LINE OF LANDS OWNED BY FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 33, PAGES 549 THROUGH 551; THENCE DEPARTING STATE ROAD 100 RUN SOUTH 01°13'44" EAST ALONG THE WESTERLY BOUNDARY LINE OF THE FLAGLER COUNTY AIRPORT FOR A DISTANCE OF 1,629.75 FEET; THENCE SOUTH 88°46'16" WEST FOR A DISTANCE OF 555.09 FEET TO THE NORTHEAST CORNER OF THE COUNCIL FOR THE AGED PARCEL; THENCE NORTH 78°46'38" WEST ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 585.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BELLE TERRE BOULEVARD; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 7,644 FEET MORE OR LESS, TO A POINT BEING THE SOUTHWEST CORNER OF RESERVED PARCEL "E 2" OF THE PLAT LAGUNA FOREST SECTION 64, MAP BOOK 18, PAGES 36 THROUGH 43; THENCE EASTERLY ALONG THE

SOUTH LINE OF RESERVED PARCELS C-5, D-1 AND E-2 FOR A DISTANCE OF 6,625 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF RESERVED PARCEL C-5; THENCE NORTH 88°59'26" EAST ALONG THE SOUTH LINE OF RESERVED PARCEL C-4 FOR A DISTANCE OF 154.26 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PLAT LAGUNA FOREST SECTION 64; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID LAGUNA FOREST FOR A DISTANCE OF 1,534 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE 738 ACRE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1047, PAGES 871 THROUGH 874; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID 738 ACRE PARCEL THE FOLLOWING FIVE COURSES: (1) THENCE NORTH 89°44'12" EAST FOR A DISTANCE OF 1,098.74 FEET; (2) THENCE SOUTH 02°32'58" EAST FOR A DISTANCE OF 503.81 FEET; (3) THENCE SOUTH 74°35'44" EAST FOR A DISTANCE OF 3,054.69 FEET; (4) THENCE NORTH 28°40'19" EAST FOR A DISTANCE OF 1,572.67 FEET; (5) THENCE NORTH 80°01'53" EAST FOR A DISTANCE OF 512 FEET, MORE OR LESS; THENCE NORTH 11°26'22" EAST FOR A DISTANCE OF 1,289.94 FEET TO A POINT ON THE SOUTHERLY LINE OF IROQUOIS WATERWAY RECORDED IN OFFICIAL RECORDS BOOK 549, PAGES 966 THROUGH 990; THENCE SOUTH 89°00'45" WEST ALONG SAID SOUTH LINE OF WATERWAY FOR A DISTANCE OF 1,081.78 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE NORTH 01°13'11" WEST FOR A DISTANCE OF 147.36 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1,864 ACRES, MORE OR LESS. (MAP REFERENCE E-3)

- (4) (FROM O.R. BOOK 582, PAGES 1562-1581) LEGAL DESCRIPTION - PARCEL E1:
(FROM O.R. BOOK 582, PAGE 1565)

A PORTION OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST AND SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF THE AFORESAID SECTION 34 RUN S89°05'18"W A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 546 AT PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE AFORESAID CURVED EAST LINE OF OFFICIAL RECORDS BOOK 546, BEING A CURVE TO THE RIGHT HAVING A RADIUS 7519.00 FEET, AN ARC DISTANCE OF 348.02 FEET, A CENTRAL ANGLE OF 02°39'07" AND A CHORD BEARING S07°33'35"E, 347.99 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 AND RUN S83°46'14"W A DISTANCE OF 8.55 FEET; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OFFICIAL RECORDS BOOK 546 AND RUN S83°27'24"W A DISTANCE OF 20.24 FEET; THENCE DEPARTING THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 RUN N38°08'10"W A DISTANCE OF 190.40 FEET; THENCE N20°08'23"W A DISTANCE OF 135.87 FEET; THENCE N16°00'34"W A DISTANCE OF 225.82 FEET; THENCE N11°35'34"E A DISTANCE OF 196.43 FEET; THENCE S77°06'51"E A DISTANCE OF 117.32 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546; THENCE SOUTHEASTERLY ALONG THE AFORESAID CURVED EAST LINE OF OFFICIAL RECORDS BOOK 546, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7519.00 FEET, AN ARC DISTANCE OF 317.39 FEET, A CENTRAL ANGLE OF 02°25'07" AND A CHORD BEARING S10°05'42"E, 317.37 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.17 ACRES OR 94417 SQUARE FEET.

- (5) LEGAL DESCRIPTION - PARCEL E2: (FROM O.R. BOOK 582, PAGE 1567)

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 3 RUN S89°05'18"W ALONG THE NORTH LINE OF THE AFORESAID SECTION 3 A DISTANCE OF 78.42 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 546 AT PAGES 1197-1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE AFORESAID CURVED EAST LINE OF OFFICIAL RECORDS BOOK 546, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7519.00 FEET, AN ARC DISTANCE OF 347.97 FEET, A CENTRAL ANGLE OF 02°30'06" AND A CHORD BEARING S07°33'35"E, 347.94 FEET TO A POINT ON A NON-TANGENT LINE; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 FOR THE NEXT THREE COURSES AND RUN S83°46'14"W A DISTANCE OF 8.55 FEET; THENCE S83°27'24"W A DISTANCE OF 211.82 FEET; THENCE S44°29'22"W A DISTANCE OF 887.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546, AND RUN S44°29'22"W A DISTANCE OF 102.94 FEET, THENCE S29°15'42"W A DISTANCE OF 149.65 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 145 AT PAGES 697-698; THENCE DEPARTING THE AFORESAID EAST LINE OF OFFICIAL RECORDS BOOK 546 RUN N73°37'09"W ALONG THE AFORESAID SOUTH LINE OF THE FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 71.52 FEET; THENCE DEPARTING THE AFORESAID SOUTH LINE OF THE FLORIDA POWER AND LIGHT EASEMENT RUN N04°03'25"W A DISTANCE OF 241.02 FEET; THENCE N88°53'34"E A DISTANCE OF 164.68 FEET; THENCE S47°57'10"E A DISTANCE OF 89.26 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.89 ACRES OR 38743 SQUARE FEET.

(6) LEGAL DESCRIPTION - PARCEL E3 (FROM O.R. BOOK 582, PAGE 1569)

A PORTION OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE EAST LINE OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 31 EAST AND THE EAST LINE OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°58'09"W A DISTANCE OF 350.91 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S11°11'25"W ALONG SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, A DISTANCE OF 106.42 FEET; THENCE S62°15'40"W A DISTANCE OF 61.60 FEET; THENCE DEPARTING SAID EASTERLY LINE OF LANDS DESCRIBED OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, N10°09'29"W A DISTANCE OF 130.14 FEET; THENCE N87°40'06"E A DISTANCE OF 98.01 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 0.203 ACRES OR 8,844 SQUARE FEET, MORE OR LESS.

(7) LEGAL DESCRIPTION - PARCEL E4 (FROM O.R. BOOK 582, PAGE 1571)

A PORTION OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE EAST LINE OF SECTION 48, SECTION 11 SOUTH, RANGE 31 EAST AND THE NORTH LINE OF SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S77°59'17"W A DISTANCE OF 624.14 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC

RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S02°34'49"E ALONG SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 AND 1221, A DISTANCE OF 361.11 FEET; THENCE DEPARTING SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, N02°42'32"W A DISTANCE OF 362.21 FEET; THENCE S39°18'17"E, A DISTANCE OF 1.36 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.003 ACRES OR 147 SQUARE FEET, MORE OR LESS.

(8) LEGAL DESCRIPTION – PARCEL E5 (FROM O.R. BOOK 582, PAGE 1573)

A PORTION OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE N88°53'11"E ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 429.08 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG SAID EASTERLY LINE THE FOLLOWING EIGHT COURSES AND DISTANCES; THENCE S16°42'45"E A DISTANCE OF 269.25 FEET; THENCE S52°45'41"W A DISTANCE OF 121.63 FEET; THENCE S60°38'42"E A DISTANCE OF 233.55 FEET; THENCE N57°33'16"E A DISTANCE OF 458.03 FEET; THENCE N87°43'12"E A DISTANCE OF 210.59 FEET; THENCE S19°42'53"W A DISTANCE OF 40.68 FEET; THENCE S75°30'00"E A DISTANCE OF 44.12 FEET; THENCE; THENCE S10°05'32"W A DISTANCE OF 703.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S10°05'32"W ALONG SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, A DISTANCE OF 223.79 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1575.00 FEET, AN ARC DISTANCE OF 290.67 FEET, A CENTRAL ANGLE OF 10°34'26" AND A CHORD BEARING S04°48'20"W, 290.26 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE AND SAID EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, S81°13'16"W ALONG SAID NON-TANGENT LINE A DISTANCE OF 65.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.60 FEET, AN ARC DISTANCE OF 120.44 FEET, A CENTRAL ANGLE OF 90°05'16" AND A CHORD BEARING N53°44'08"W, 108.41 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2703.20 FEET, AN ARC DISTANCE OF 378.07, A CENTRAL ANGLE OF 08°00'48" AND A CHORD BEARING N04°41'06"W, 377.76 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.20 FEET, AN ARC DISTANCE OF 119.80 FEET, A CENTRAL ANGLE OF 90°04'43" AND A CHORD BEARING N44°21'39" E, 107.84 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE N89°24'01"E ALONG SAID TANGENT LINE A DISTANCE OF 170.82 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.243 ACRES OR 97,702 SQUARE FEET, MORE OR LESS.

(9) LEGAL DESCRIPTION – PARCEL E6 (FROM O.R. BOOK 582, PAGE 1575)

A PORTION OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°10'29"W ALONG THE SOUTH LINE OF SECTION 27 A DISTANCE OF 1705.51 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE

DEPARTING SAID SOUTH LINE N18°24'09"W ALONG SAID EASTERLY LINE A DISTANCE OF 830.62 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE S71°35'11"W, A DISTANCE OF 185.04 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 75.60 FEET, AN ARC DISTANCE OF 118.75 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING N63°24'49"W, 106.91 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE ALONG SAID TANGENT LINE N18°15'16"W, A DISTANCE OF 144.48 FEET TO A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1911.20 FEET, AN ARC DISTANCE OF 135.24, A CENTRAL ANGLE OF 04°03'16", A CHORD BEARING N20°40'09"W, 135.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.20 FEET, AN ARC DISTANCE OF 119.66 FEET, A CENTRAL ANGLE OF 89°53'47", A CHORD BEARING N22°15'07"E, 107.67 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE N67°12'00"E ALONG SAID TANGENT LINE A DISTANCE OF 170.47 FEET TO A NON-TANGENT CURVE AND THE AFOREMENTIONED EASTERLY LINE OF LANDS AD DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2425.00 FEET, AN ARC DISTANCE OF 352.17 FEET, A CENTRAL ANGLE OF 08°19'15", A CHORD BEARING S22°33'45"E, 351.86 FEET TO A POINT OF TANGENCY; THENCE DEPARTING SAID CURVE ALONG SAID TANGENT LINE, S18°24'09"E A DISTANCE OF 98.95 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.536 ACRES OR 110,474 SQUARE FEET, MORE OR LESS.

(10) LEGAL DESCRIPTION - PARCEL E7 (FROM O.R. BOOK 582, PAGE 1577)

A PORTION OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°10'29"W ALONG THE NORTH LINE OF SECTION 34, A DISTANCE OF 1707.51 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 822.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 391.20 FEET; THENCE DEPARTING SAID EASTERLY LINE S71°35'51"W, A DISTANCE OF 159.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.20 FEET, AN ARC DISTANCE OF 119.69 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N63°24'09"W, 107.76 FEET TO A POINT OF TANGENCY; THENCE N18°24'09"W ALONG SAID TANGENT LINE A DISTANCE OF 238.80 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.20 FEET, AN ARC DISTANCE OF 119.69 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N26°35'51"E, 107.76 FEET TO A POINT OF TANGENCY; THENCE N71°35'51"E ALONG SAID TANGENT LINE A DISTANCE OF 159.47 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.059 ACRES OR 89,700 SQUARE FEET, MORE OR LESS.

(11) LEGAL DESCRIPTION - PARCEL E8 (FROM O.R. BOOK 582, PAGE 1579)

A PORTION OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, THENCE S88°10'29"W ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1707.51

FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 2807.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18°24'09"E ALONG SAID EASTERLY LINE A DISTANCE OF 391.20 FEET; THENCE DEPARTING SAID EASTERLY LINE S71°35'51"W, A DISTANCE OF 174.07 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.60 FEET, AN ARC DISTANCE OF 120.32 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N63°24'09"W, 108.33 FEET TO A POINT OF TANGENCY; THENCE N18°24'09"W ALONG SAID TANGENT LINE A DISTANCE OF 268.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 76.60 FEET, AN ARC DISTANCE OF 120.32 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N26°35'51"E, 108.33 FEET TO A POINT OF TANGENCY; THENCE N71°35'51"E A LONG SAID TANGENT LINE A DISTANCE OF 174.07 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.366 ACRES OR 103,062 SQUARE FEET, MORE OR LESS.

(12) LEGAL DESCRIPTION - PARCEL E9 (FROM O.R. BOOK 582, PAGE 1581)

A PORTION OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTH LINE OF SECTION 50, AND THE WEST LINE OF SECTION 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE S25°18'43"E ALONG SAID WEST LINE OF SECTION 48 AND THE NORTHERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, A DISTANCE OF 208.36 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 48, CONTINUING ALONG SAID NORTHERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, N64°41'17"E, A DISTANCE OF 800.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY BOUNDARY LINE, N31°07'01"E A DISTANCE OF 1744.68 FEET; THENCE S89°53'38"E, A DISTANCE OF 2595.47 FEET TO THE EASTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE S23°57'25"E ALONG SAID EASTERLY BOUNDARY LINE A DISTANCE OF 3.10 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE S87°09'26"W, A DISTANCE OF 878.22 FEET; THENCE N87°41'32"W, A DISTANCE OF 475.32 FEET; THENCE N88°55'57"W, A DISTANCE OF 1191.06 FEET; THENCE S33°09'09"W, A DISTANCE OF 804.92 FEET; THENCE S32°27'51"W, A DISTANCE OF 959.89 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.400 ACRES OR 104,539 SQUARE FEET, MORE OR LESS.

ALSO, LESS AND EXCEPT ANY PORTION LYING WITHIN A 215 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGES 773-775 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ANY PORTION LYING WITHIN A 135 FOOT RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 455, PAGES 876-882 AND OFFICIAL RECORDS BOOK 474, PAGES 820-823 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

(13) 2.00+/- AC BUNNELL DEV CO SUBD E1/2 OF S1/2 OF TRACT 9 BLK A OR 185/673 OR 105/41 OR 207/47-DC OR 459/1412-DC OR 459/1413-SA OR 1127/147 OR 1127/149-BAIATA TRUST RP TAG #211402 OR 1720 PG 574 BOUNDARY LINE AGREEMENT; AND

~~.23 AC BUNNELL DEV CO SUB TR A PT S 1/2 TR 10 DESC AS SLY 100 OF W 100' (IN SW CRNR) OR 27 PAGE 176 OR 436 PG 1336 LIFE ESTATE OR 965 PG 1985 ACM OR 971 PG 130 DC OR 1181 PG 452 DC OR 1207/1748 AND 100' x 50' RIGHT OF WAY ADJACENT TO PARCEL SAID CONTAINING 2.34 ACRES MORE OR LESS~~

~~PARCEL CONTAINING 62,229 ACRES OF LAND, MORE OR LESS.~~

~~LESS AND EXCEPT:~~

~~A PARCEL OF LAND LYING IN TRACT "D" AND LOT 3, AIRPORT COMMERCE CENTER, MAP BOOK 36, PAGES 88 THROUGH 91, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;~~

~~FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF LOT 2, OF SAID AIRPORT COMMERCE CENTER, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY (A 124' RIGHT-OF-WAY); THENCE S68-26'55"W ALONG THE NORTHERLY LINE OF SAID LOT 2 FOR A DISTANCE OF 203.27 FEET; THENCE S35'14'55"W ALONG SAID NORTHERLY LINE OF LOT 2 AND LOT 3 FOR A DISTANCE OF 730.67 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 3 AND THE SOUTHERLY LINE OF TRACT "D", OF SAID AIRPORT COMMERCE CENTER, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S15'43'34"W FOR A DISTANCE OF 180.85 FEET; THENCE N74'16'26"W FOR A DISTANCE OF 603.27 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "D"; THENCE N00'14'34"W ALONG SAID WESTERLY LINE OF TRACT "D" FOR A DISTANCE OF 832.11 FEET TO A POINT ON THE EASTERLY LINE OF A 40 FOOT EASEMENT (FLAGLER BEACH), PER OFFICIAL RECORDS BOOK 10, PAGE 432; THENCE S74-16'26"E DEPARTING SAID EASEMENT AND TRACT "D" LINE FOR A DISTANCE OF 832.20 FEET; THENCE S15-43'34"E FOR A DISTANCE OF 619.15 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.~~

~~PARCEL CONTAINING 13.18 ACRES, MORE OR LESS.~~

~~ADD:~~

~~A PARCEL OF LAND LOCATED SOUTH OF STATE ROAD 100 WITHIN GOVERNMENT SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, ALSO BEING ALL OF LOT 4, BLOCK D, AND PART OF LOT 6, BLOCK D, MAP OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 100 (A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE WESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS PARKWAY (A 124-FOOT WIDE RIGHT-OF-WAY) FOR A POINT OF REFERENCE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 100, S89-09'05"W FOR A DISTANCE OF 65.58 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID LOT 4, S89'09'05"W FOR A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LOT LINE ALONG THE WEST LINE OF SAID LOT 4 AND A PORTION OF SAID LOT 6, S02'21'21"E FOR A DISTANCE OF 665.16 FEET; THENCE DEPARTING SAID WEST LINE N87-40'27"E FOR A DISTANCE OF 199.58 FEET TO THE EAST LINE OF SAID LOT 6; THENCE ALONG THE EAST LINE OF SAID LOTS 6 AND 4, N02'19'33"W FOR A DISTANCE OF 660.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.~~

~~SAID PARCEL CONTAINS 3.0384 ACRES, MORE OR LESS~~

~~TOGETHER WITH~~

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 30°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°40'22" 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 66.39 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.

TOGETHER WITH

A parcel of land being a portion of land lying in Government Sections 17, 18, 19 & 20, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

From a Point of Reference, being the northeast corner of Government Section 20, Township 12 South, Range 31 East; thence South 01°13'11" East along the easterly line of Section 20 a distance of 150.00' to the POINT OF BEGINNING of this description; thence departing said section line South 89°02'14" West a distance of 5342.38' to a point on the west line of Section 20; thence South 01°30'00" East along said west line of Section 20 a distance 96.81' to a point on the northeasterly boundary of the plat Laguna Forest Section 64; thence North 36°30'00" West along said boundary a distance of 303.12' to a point on the south line of Government Section 18; thence North 88°59'26" East along said south line of Section 18 a distance of 173.87' to a point being the southwest corner of Section 17; thence North 89°02'14" East along the south line of Section 17 a distance of 1321.06'; thence North 00°35'15" West along the airport boundary a distance of 25.00'; thence North 89°02'14" East a distance of 4021.95' to a point on the east line of Section 17; thence South 1°0'47" East a distance of 174.99' to the POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 20 AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE S00°50'01"E FOR A DISTANCE OF 150.00 FEET TO THE SOUTHERLY LINE OF IROQUOIS WATERWAY (A 175-FOOT WIDE WATERWAY AT THIS POINT) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N89°02'14"E ALONG SAID SOUTHERLY LINE OF IROQUOIS WATERWAY A DISTANCE OF 1082.73 FEET; THENCE DEPARTING SAID SOUTHERLY LINE S11°26'27"W FOR A DISTANCE OF 1290.00 FEET; THENCE S89°01'53"W FOR A DISTANCE OF 502.58 FEET; THENCE S28°40'19"W FOR A DISTANCE OF 1572.08 FEET; THENCE N74°35'44"W FOR A DISTANCE OF 3054.69 FEET; THENCE N02°32'58"W FOR A DISTANCE OF 1766.27 FEET TO SAID SOUTHERLY LINE OF IROQUOIS WATERWAY; THENCE N89°02'14"E ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 3454.09 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS A POINT OF REFERENCE; THENCE N00°50'01"W ALONG THE EAST LINE OF SAID SECTION 17 FOR A DISTANCE OF 25.00 FEET TO THE NORTH LINE OF IROQUOIS WATERWAY (A 175-FOOT WIDE WATERWAY AT THIS POINT); THENCE DEPARTING SAID EAST LINE S89°02'14"W ALONG SAID NORTH LINE OF IROQUOIS WATERWAY FOR A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S89°02'14"W ALONG SAID NORTH LINE OF IROQUOIS WATERWAY FOR A DISTANCE OF 2643.89 FEET; THENCE DEPARTING SAID NORTH LINE N32°31'14" E FOR A DISTANCE OF 191.60 FEET; THENCE N48°13'23"E FOR A DISTANCE OF 1204.42 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 390.62 FEET; THENCE S50°20'54"E FOR A DISTANCE OF 683.96 FEET TO A NON-TANGENT CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 166.91 FEET, A RADIUS OF 565.60 FEET, A CENTRAL ANGLE OF 16°54'30", A CHORD BEARING OF S29°19'26"E AND A CHORD DISTANCE OF 166.31 FEET TO A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE S45°42'00"E FOR A DISTANCE OF 899.33 FEET TO THE SAID NORTHERLY LINE OF IROQUOIS WATERWAY AND THE AFOREMENTIONED POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST BEING A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 601, PAGES 1989 THROUGH 2025, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHERLY MOST CORNER OF TRACT "D" RESERVE PARCEL, AIRPORT COMMERCE CENTER, MAP BOOK 36, PAGES 88 THROUGH 91, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N50°20'54"W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "D" FOR A DISTANCE OF 684.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S90°00'00"W DEPARTING SAID TRACT "D" BOUNDARY FOR A DISTANCE OF 2752.24 FEET; THENCE N39°47'12"E FOR A DISTANCE OF 407.59 FEET; THENCE N89°06'45"E FOR A DISTANCE OF 1069.37 FEET; THENCE N89°20'26"E FOR A DISTANCE OF 1010.30 FEET TO THE WESTERLY LINE OF SAID TRACT "D"; THENCE ALONG SAID WESTERLY LINE S60°20'54"E FOR A DISTANCE OF 535.01 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT ANY PORTION WHICH MAY LIE WITHIN THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

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 190.67 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.

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.

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.

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 20, 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°04'25"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 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.

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.

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 24°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 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.

A PARCEL OF LAND RECORDED AT PAGE 1791 OF OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 2, THENCE NORTH 01°13'06" WEST ALONG THE WEST LINE OF SECTION 2 A DISTANCE OF 3107.53 FEET, THENCE DEPARTING SAID SECTION LINE NORTH 08°46'54" EAST A DISTANCE OF 154.23 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLBERT LANE (200' R/W) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON A CURVE, THENCE 317.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A CENTRAL ANGLE OF 02°21'02", A RADIUS OF 7734.00 FEET, A CHORD BEARING OF NORTH 04°05'50" EAST AND A CHORD DISTANCE OF 317.25 FEET TO A POINT OF REVERSE CURVATURE, THENCE 77.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (CONCAVE SOUTHEASTERLY) HAVING A CENTRAL ANGLE OF 09°20'15", A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 47°35'27" EAST AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF TANGENCY, THENCE SOUTH 07°44'26" EAST A DISTANCE OF 187.45 FEET, THENCE SOUTH 02°15'34" WEST A DISTANCE OF 361.36 FEET, THENCE NORTH 00°55'51" WEST A DISTANCE OF 247.67 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND LYING WEST OF AND ADJACENT TO ROBERTS ROAD (FORMALLY THE LEHIGH CEMENT PLANT ROAD) IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE SOUTH QUARTER (¼) CORNER OF SAID GOVERNMENT SECTION 2 THENCE NORTH 88°27'05" EAST ALONG THE SOUTHERLY LINE OF SECTION 2 A DISTANCE OF 24.59 FEET TO A POINT ON A CURVE BEING THE WESTERLY RIGHT-OF-WAY OF SAID ROBERTS ROAD (80' R/W), THENCE DEPARTING SAID SECTION LINE NORTHWESTERLY 298.27 FEET ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY) HAVING A CENTRAL ANGLE OF 11°05'57", A RADIUS OF 1539.72 FEET, A CHORD BEARING OF NORTH 27°57'05" WEST AND A CHORD DISTANCE OF 297.80 FEET TO A POINT OF TANGENCY, THENCE NORTH 22°24'07" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1976.91 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 67°35'53" WEST A DISTANCE OF 370.00 FEET, THENCE NORTH 22°24'07" WEST A DISTANCE OF 630.00 FEET, THENCE NORTH 67°35'53" EAST A DISTANCE OF 370.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROBERTS ROAD (80' R/W) THENCE SOUTH 22°24'07" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 630.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 5.3512 ACRES MORE OR LESS.

A PARCEL OF LAND LYING WEST OF AND ADJACENT TO ROBERTS ROAD (FORMALLY THE LEHIGH CEMENT PLANT ROAD) IN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE SOUTH QUARTER (¼) CORNER OF SAID GOVERNMENT SECTION 2 THENCE NORTH 88°27'05" EAST ALONG THE SOUTHERLY LINE OF SECTION 2 A DISTANCE OF 24.59 FEET TO A POINT ON A CURVE BEING THE WESTERLY RIGHT-OF-WAY OF SAID ROBERTS ROAD (80' R/W), THENCE DEPARTING SAID SECTION LINE NORTHWESTERLY 298.27 FEET ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT (CONCAVE NORTHEASTERLY) HAVING A CENTRAL ANGLE OF 11°05'57", A RADIUS OF 1539.72 FEET, A CHORD BEARING OF NORTH 27°57'05" WEST AND A CHORD DISTANCE OF 297.80 FEET TO A POINT OF TANGENCY, THENCE NORTH 22°24'07" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1406.91 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION,

THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 67°35'53" WEST A DISTANCE OF 370.00 FEET, THENCE NORTH 22°24'07" WEST A DISTANCE OF 570.00 FEET, THENCE NORTH 67°35'53" EAST A DISTANCE OF 370.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF ROBERTS ROAD (80' R/W) THENCE SOUTH 22°24'07" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 570.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 4.8416 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING NORTH OF STATE ROAD 100 (200' R/W) WITHIN GOVERNMENT SECTIONS 10 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

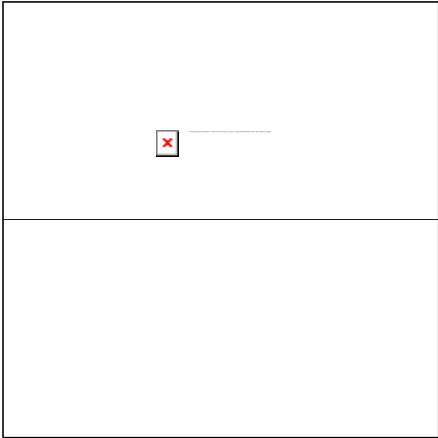
A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 10, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE SOUTH 01°23'05" EAST ALONG THE EAST LINE OF SECTION 10 A DISTANCE OF 1280.24 FEET, THENCE SOUTH 89°37'11" WEST 738.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 00°04'45 EAST 1316.81 FEET TO A NON-TANGENT CURVE, THENCE 872.51 FEET ALONG THE ARC TO THE LEFT (CONCAVED SOUTH) HAVING CENTRAL ANGLE OF 02°42'13", A RADIUS OF 23,042.76 FEET, A CHORD BEARING OF SOUTH 89°09'51" WEST AND A CHORD DISTANCE OF 872.49 FEET, THENCE NORTH 01°23'05" WEST A DISTANCE OF 1328.00 FEET, THENCE NORTH 89°37'15" EAST A DISTANCE OF 902.62 PLUS OR MINUS TO THE POINT OF BEGINNING.

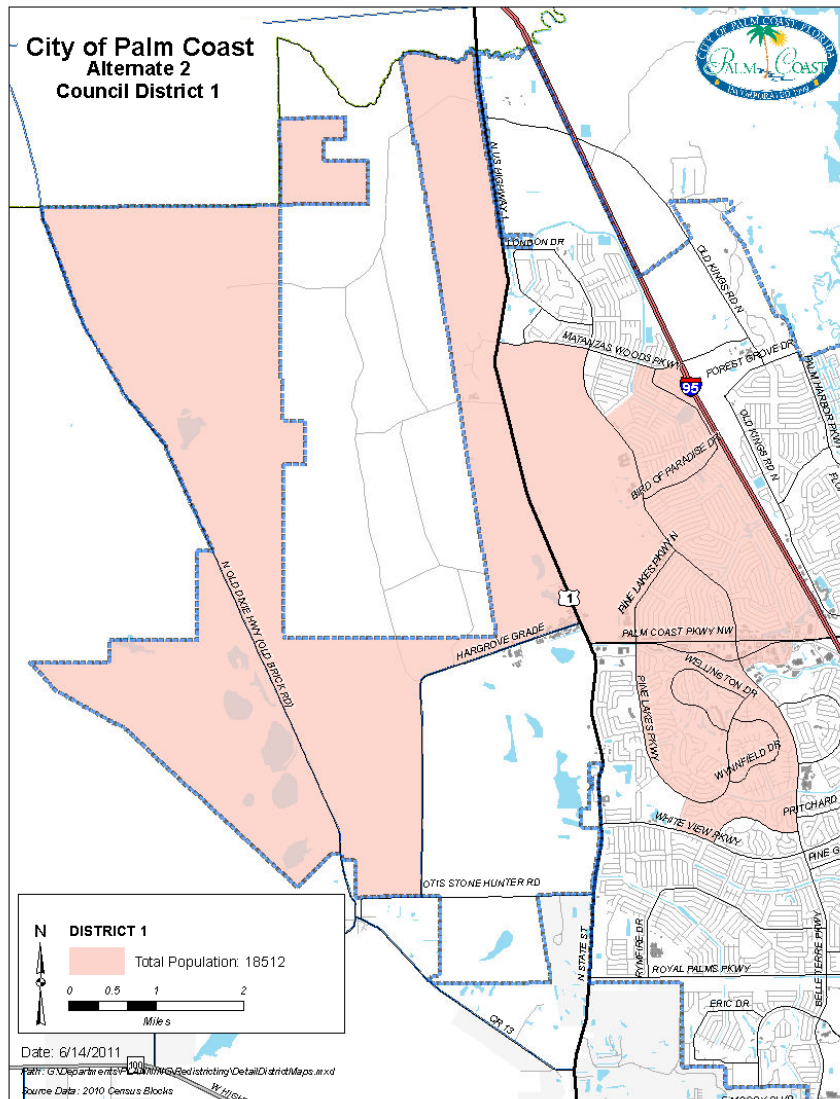
Sec. 7 (1)(2) *City Council district boundaries.* The City Council district boundaries for the districts of the City Council are hereby created and established and shall exist as follows **as established on December 31, 1999 and modified as prescribed in (4) (C) of Section 7.**

(a) City of Palm Coast City Council District 1 boundaries:

District 1:

Beginning at the intersection of Palm Coast Parkway and I-95, follow I-95 north (ca. 3.61 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. .51 miles) to the centerline of the Belleaire Waterway. Turn south and follow the Belleaire Waterway (ca. .36 miles) to the northeast corner of parcel number 07-11-31-7035-00910-0100 (as recorded in the Flagler County Public Records). Follow the rear property lines of parcels on the southeasterly side of Bud Hollow Drive (as shown in Map book 11, pages 15 and 18) to Belle Terre Parkway. Turn north and follow Belle Terre Parkway (ca. .86 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. 1.06 miles) until it intersects with US Hwy 1. Follow US Hwy 1 (ca. 3.38 miles) north until it intersects the northern most city boundary. Turn west and follow the city boundary (ca. 36.69 miles) to the intersection of Otis Stone Hunter Road and Hargrove Grade. Then follow Hargrove Grade north and east (ca. 4.43 miles) until it intersects with US Hwy 1. Then south on US Hwy 1 (ca. .28 miles) to Palm Coast Parkway. Then east on Palm Coast Parkway (ca. .53 miles) to Pine Lakes Parkway. Turn south and follow Pine Lakes Parkway (ca. 1.97 miles) to White Mill Drive. Turn south and follow White Mill Drive (ca. .37 miles) to White View Parkway. Turn east and follow White View Parkway (ca. .45 miles) to Whippoorwill Drive. Follow Whippoorwill Drive (ca. 1.16 miles) north and east until it intersects with Belle Terre Parkway. Turn north and follow Belle Terre Parkway (ca. 2.08 miles) until it intersects with Cypress Point Parkway. Follow Cypress Point Parkway (ca. .80 miles) east and north until it intersects with Palm Coast Parkway. Turn east and Follow Palm Coast Parkway east (ca. .47 miles) until it intersects with I-95 at the point of beginning.

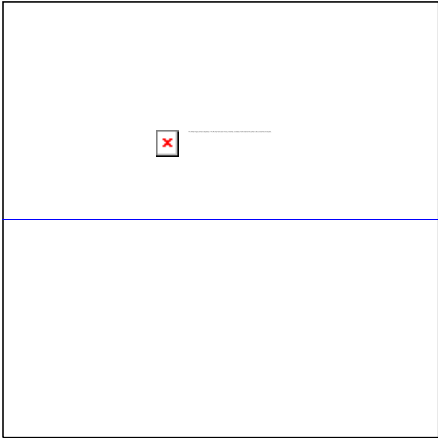


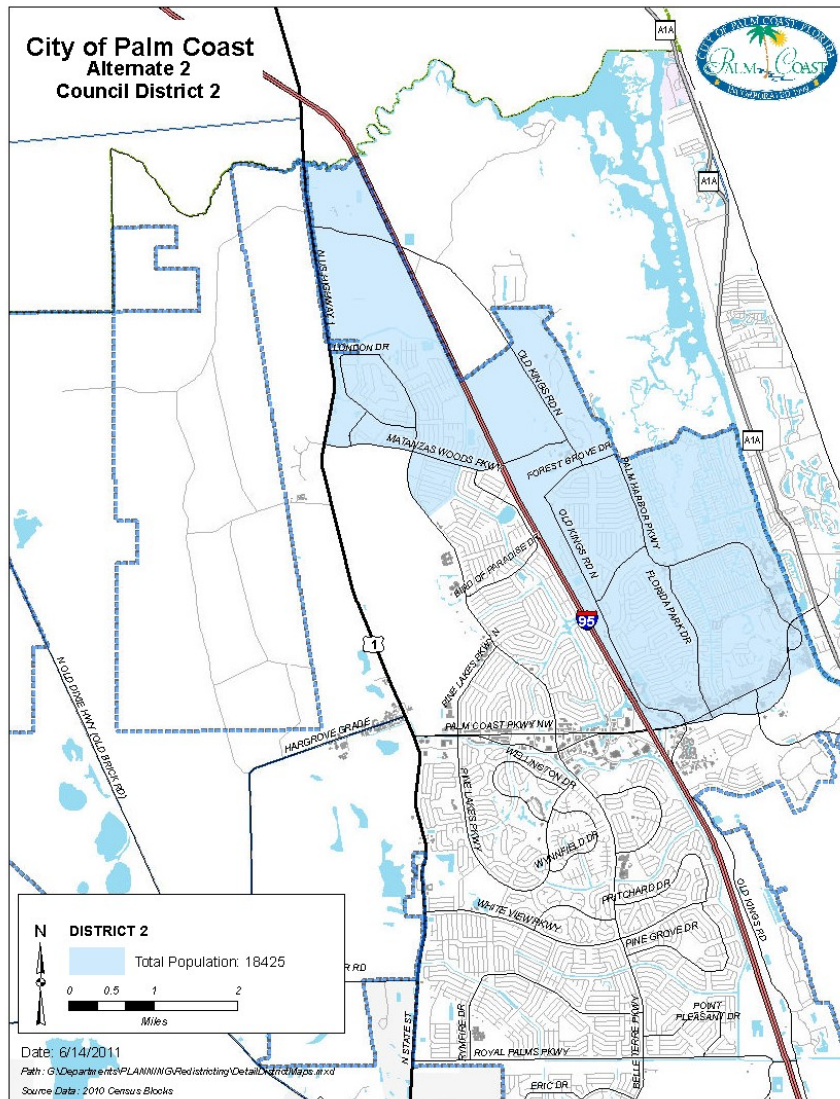


(b) City of Palm Coast City Council District 2 boundaries:

District 2:

Beginning at the intersection of Palm Coast Parkway and I-95, follow I-95 north (ca. 3.61 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. .51 miles) to the centerline of the Belleaire Waterway. Turn south and follow the Belleaire Waterway (ca. .36 miles) to the northeast corner of parcel number 07-11-31-7035-00910-0100 (as recorded in the Flagler County Public Records). Follow the rear property lines of parcels on the southeasterly side of Bud Hollow Drive (as shown in Map book 11, pages 15 and 18) to Belle Terre Parkway. Turn north and follow Belle Terre Parkway (ca. .86 miles) until it intersects with Matanzas Woods Parkway. Turn west and follow Matanzas Woods Parkway (ca. 1.06 miles) until it intersects with US Hwy 1. Follow US Hwy 1 (ca. 3.38 miles) north until it intersects the northern most city boundary. Turn east and follow the city boundary (ca. 12.44 miles) until it intersects with the eastern most end of the St. Joe Canal. Turn west and follow the St. Joe Canal (ca. .37 miles) until it intersects with Palm Coast Parkway SE. Then follow Palm Coast Parkway west (ca. 1.90 miles) until it intersects with I-95 at the point of beginning.

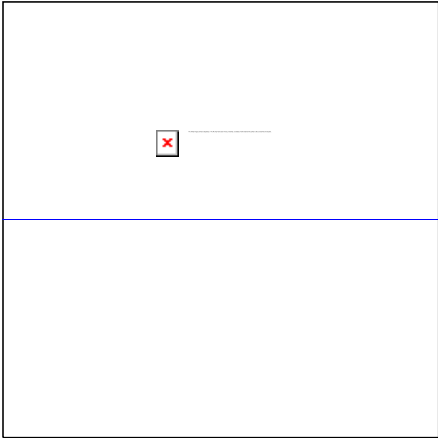


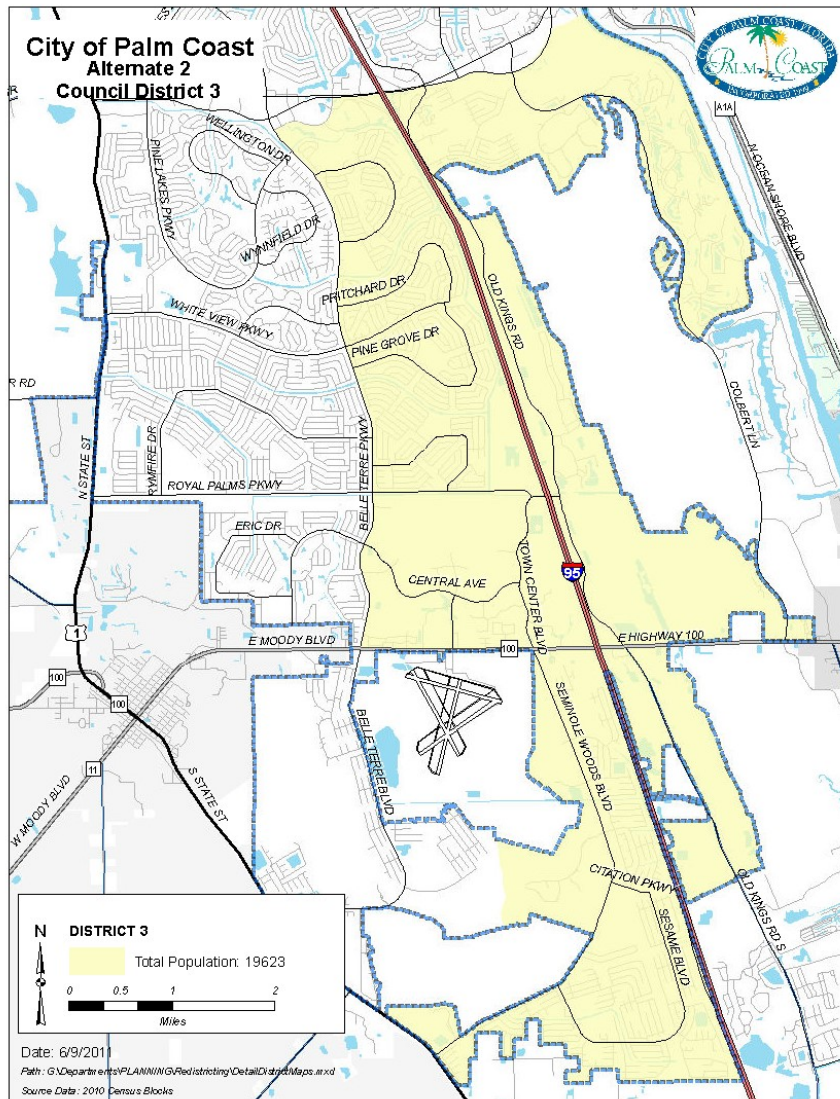


(c) City of Palm Coast City Council District 3 boundaries:

District 3:

Beginning at the intersection of Palm Coast Parkway and I-95 travel west on Palm Coast Parkway (ca. .47 miles) to Cypress Point Parkway. Turn south and follow Cypress Point Parkway (ca. .80 miles) until it intersects with Belle Terre Parkway. Turn south and follow Belle Terre Parkway (ca. 5.35 miles) until it intersects with SR 100. Turn east and follow SR 100 (ca. 1.68 miles) until it intersects with Seminole Woods Boulevard. At Seminole Woods Boulevard, turn south and follow the city boundary (ca. 3.08 miles) around the Flagler County Airport and other non-annexed parcels until it intersects with the unimproved road known as the "Flagler Beach Wellfield Road". Turn south and follow the Flagler Beach Wellfield Road (ca. 1.27 miles) until it intersects with the City boundary at the northern property line of parcel number 29-12-31-0000-01010-0020 (as recorded in the Flagler County Public Records). Turn east and follow the City boundary (ca. 9.64 miles) until it intersects with I-95. Turn north and follow the City Boundary (ca. 44.60 miles) to the point where the Intra-Coastal Waterway intersects with the St. Joe Canal. Turn west and follow the St. Joe Canal (ca. .37 miles) until it intersects with Palm Coast Parkway SE. Then follow Palm Coast Parkway west (ca. 1.90 miles) until it intersects with I-95 at the point of beginning.

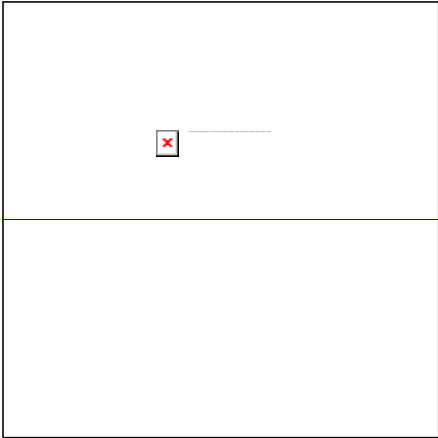


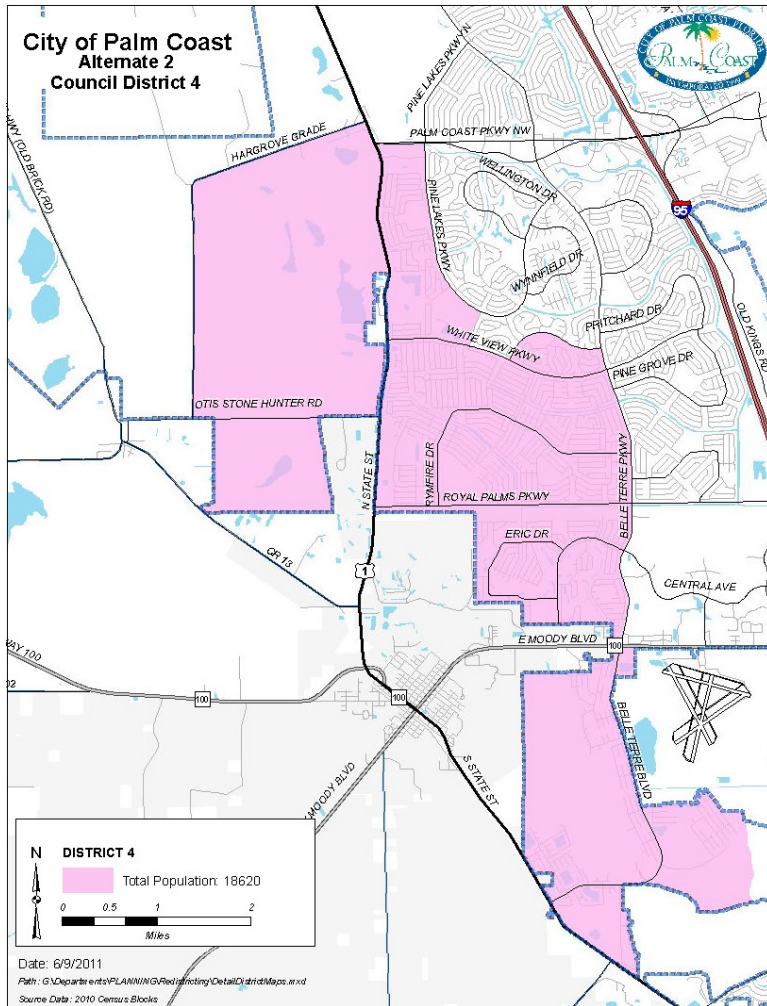


(d) City of Palm Coast City Council District 4 boundaries:

District 4:

Begin at intersection of Otis Stone Hunter Road and Hargrove Grade, then follow Hargrove Grade north and east (ca. 4.43 miles) until it intersects with US Hwy 1. Then south on US Hwy 1 (ca. .28 miles) to Palm Coast Parkway. Then east on Palm Coast Parkway (ca. .53 miles) to Pine Lakes Parkway. Turn south and follow Pine Lakes Parkway (ca. 1.97 miles) to White Mill Drive. Turn south and follow White Mill Drive (ca. .37 miles) to White View Parkway. Turn east and follow White View Parkway (ca. .45 miles) to Whippoorwill Drive. Follow Whippoorwill Drive (ca. 1.16 miles) north and east until it intersects with Belle Terre Parkway. Turn south and follow Belle Terre Parkway (ca. 3.27 miles) until it intersects with SR 100. Turn east and follow SR 100 (ca. .16 miles) to the northwest corner of the City boundary surrounding the Flagler County Airport. Turn south and follow the City boundary (ca. 3.39 miles) until it intersects with the unimproved road known as the "Flagler Beach Wellfield Road". Turn south and follow the Flagler Beach Wellfield Road (ca. 1.27 miles) until it intersects with the City boundary at the northern property line of parcel number 29-12-31-0000-01010-0020 (as recorded in the Flagler County Public Records). Turn west and follow the City boundary (ca. 14.62 miles) until it intersects with Hargrove grade at the point of beginning.





(H. B. No. 527, § 2, 5-1-02; Ord. No. 03-09, § 2, 5-20-03; Ord. No. 07-27, Exh. A, 12-18-07; Ord. No. 09-13, § 3, 6-2-09; Ord. No. 2011-9, § 2(Exh. A), 6-21-11; Ord. No. 2011-15, § 3, 8-16-11; Ord. No. 2013-07, § 3(Exh. A), 10-1-13; [Ord. No. 2014-12](#), § 3(Exh. A), 6-17-14; [Ord. No. 2014-13](#), § 3(Exh. A), 6-17-14; [Ord. No. 2015-01](#), § 2(Exhs. A1-4), 2-17-15; [Ord. No. 2015-11](#), § 3(Exhs. A-D), 10-6-15; [Ord. No. 2017-1](#), § 1(Exh. A), 1-17-17)

Sec. 10. General provisions.

2 *Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.*

(a) *Number of districts.* There shall be four City Council districts as described in subsection (2) of section 9. ~~These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of subsection (2) of section 9 and paragraph (c) are accomplished and adequately monitored or until a redistricting commission is appointed as outlined in paragraph (b).~~ All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) *Districting commission.* By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five City electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the City in any other capacity.

(c) *Commission report.* Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.
2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) *Support.* It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

(e) *Procedure.* The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) *Failure to enact ordinance.* After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next regular City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

(g) *Effect of enactment.*

1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.
2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.
3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to preserve the staggering of the terms, be for either four years or for the remaining two years of the term, depending on the district vacant.

3) *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council may, by

ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law.

(H. B. No. 527, § 4, 5-1-02)

Section 8: Charter Review

- (1) *Charter amendment.* This Charter may be amended in accordance with the provisions of the Municipal Home Rule Powers Act, chapter 166, Florida Statutes, as the same may be amended from time to time, or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.
- (2) *Charter review; schedule, Charter Review Committee.*
 - (a) *Schedule.* The Charter shall be reviewed ~~no sooner than 10 years after the creation of the City of Palm Coast on December 31, 1999, and thereafter it may be reviewed every 10 years.~~
 - (b) *Charter Review Committee.* A five-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one member at large. ~~No current City employee may serve as a member of this Committee.~~ The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election. ~~The Charter Review Committee shall hold a minimum of four (4) public hearings; one in each Council district and complete its work and present any recommendations for change no later than 60 120 days before the general election.~~ The Palm Coast City Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.
- (3) *Initiative and referendum.* At least 25 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. ^[2] If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election.

Commented [G6]: There must be adequate time for the public hearings, for preparation of the appropriate ballot wording, drafting of back up information and placement on the ballot.

Footnotes:

--- (2) ---

Editor's note— The referendum language contained within Section 10(3) of the City Charter requiring a minimum of 25 percent of the qualified electorate of the City to propose an amendment to the City Charter is statutorily preempted in accordance with Section 166.031, F.S. Pursuant to Section 166.031(1), F.S., the electors of the City of Palm Coast may, by a petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of the City of Palm Coast a proposed amendment to its Charter, which amendment may be to any part or to all of said Charter except that part describing the boundaries of such municipality.

Sec. 11. - Severability.

If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

(H. B. No. 527, § 5, 5-1-02)

~~Sec. 12. Transition schedule.~~

- ~~(1) *Creation and establishment of City.* For the purpose of compliance with Florida Statutes relating to assessment and collection of ad valorem taxes, and for the purpose of subsection (2) of section 10, the City is hereby created and established effective December 31, 1990.~~
- ~~(2) *Transitional ordinances and resolutions.* The City Council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first council meeting shall be passed as emergency ordinances. These transitional ordinances shall be effective for no longer than 90 days after adoption, and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.~~
- ~~(3) *Transitional comprehensive plan and land development regulation.*~~
 - ~~(a) Until such time as the City shall adopt a comprehensive plan, the applicable provisions of the Comprehensive Plan of Flagler County, Florida, as the same exists on the day the City commences corporate existence, shall remain in effect as the City's transitional comprehensive plan. However, all planning functions, duties, and authority shall thereafter be vested in the City Council of Palm Coast, which shall be deemed the local planning agency until the Council establishes a separate local planning agency.~~
 - ~~(b) All powers and duties of the Flagler County Planning and Land Development Regulations Council, any boards of adjustment and appeals created pursuant to statutory trade codes, and the County Commission of Flagler County, Florida, as set forth in these transitional zoning and land use regulations, shall be vested in the City Council of Palm Coast until such time as the City Council delegates all or a portion thereof to another entity.~~

~~General law prohibits the adoption of zoning ordinances as emergency ordinances.~~
 - ~~(c) Subsequent to the commencement of the City's corporate existence, no amendment of the comprehensive plan or land development regulations enacted by the Flagler County Commission shall be deemed an amendment of the City's transitional comprehensive plan or land development regulations or shall otherwise take effect within the City's corporate limits unless approved by the City Council.~~

(H. B. No. 527, § 6, 5-1-02)

City of Palm Coast, Florida Agenda Item

Agenda Date:11/28/2017

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	PRESENTATION - HURRICANE IRMA AFTER ACTION REPORT	
Background :	<p>Hurricane Irma affected the entire State of Florida and locally, challenged the City of Palm Coast on September 10th and 11th, 2017. City staff took the necessary actions to respond and mitigate the impacts of Hurricane Irma. Many of the lessons learned during the previous hurricane have been addressed and that success was seen in the City's response to Hurricane Irma. City staff have evaluated our response and drafted an After Action Report. City staff will present an overview of Hurricane Irma, the City's response, and the draft report recommendations.</p>	
Recommended Action :	For presentation only.	

City of Palm Coast
After Action Report
Hurricane Irma
Response and Recovery
September 10-11, 2017



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Executive Summary

The following is an after action report for the events leading up to and following Hurricane Irma which affected the entire State of Florida and locally, challenged the City of Palm Coast on September 10th and 11th, 2017. One of the most difficult challenges were the advanced tracking done for the hurricane in preparation of its arrival. Many of the City actions are based on timelines prior to its arrival with anticipation of worst case scenarios. In essence, when to pull the proverbial “action triggers” before the arrival of the storm. With the storm being 400 – 500 miles away, actions such as lowering the level of the fresh water canal, planning employee preparation and hardening facilities need to be assessed off the projected path of the storm and the time frame when the tropical storm wind bands arrive.

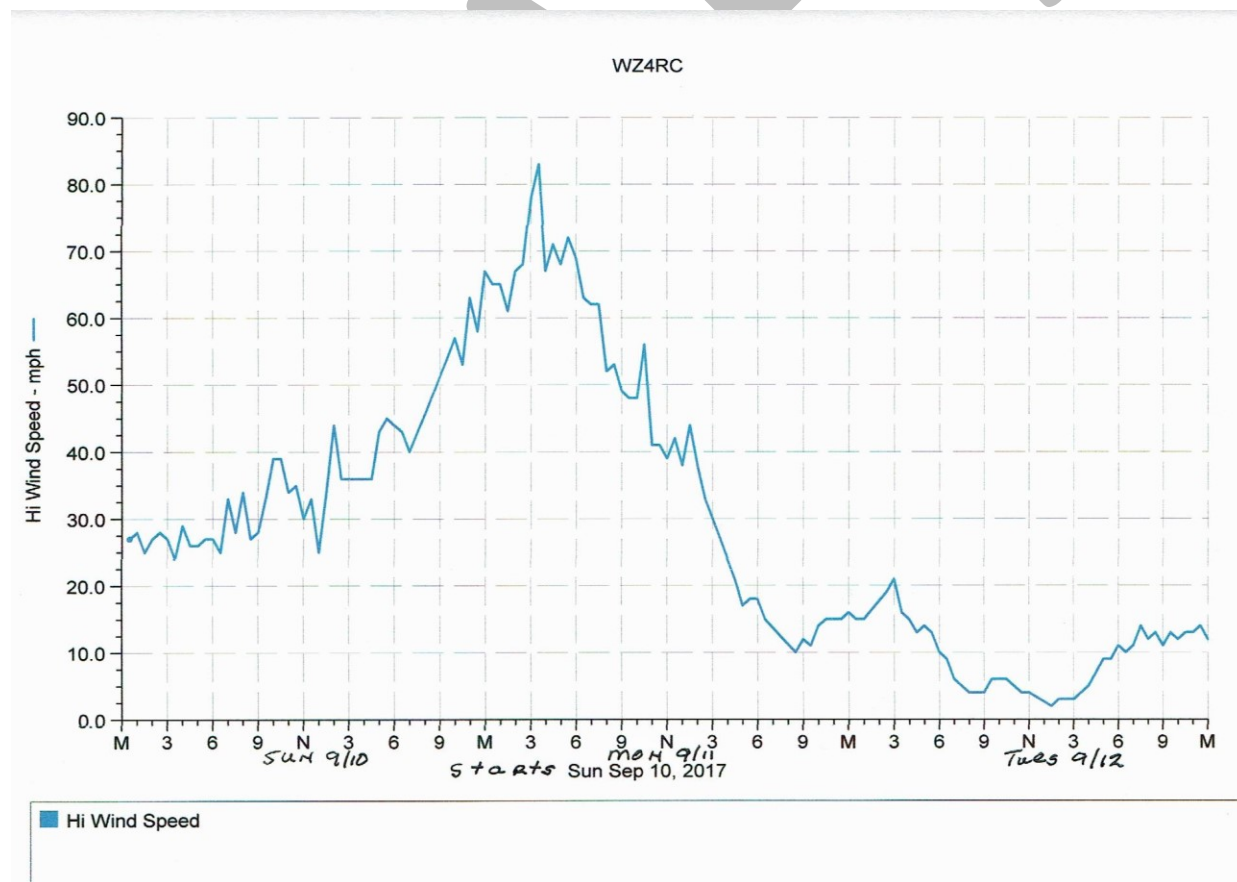
Many of the lessons learned during the previous hurricane have been addressed and those successes were seen in the City response this summer. Because no two storms are the same, we are now identifying the challenges experienced with Hurricane Irma and will address those in this report.

A significant challenge that was out of the control of the City staff was the enormity of this hurricane. 24-36 hours before entering Central Florida, there was nowhere to evacuate citizens to a safe location in the State of Florida.

Introduction Overview

On August 30, Tropical Storm Irma formed east of the Leeward Islands in the central Atlantic Ocean. Within one day, the storm rapidly grew to a category 3 with a path projected along the saint islands in the north Caribbean Sea. It was anticipated to turn after making landfall/partial landfall on the Cuban North shore and move north to the Florida peninsula. Where landfall would be in Florida was still unclear because the anticipated 90 degree turn could not be determined accurately until it moved off Cuba and the eye wall was reformed.

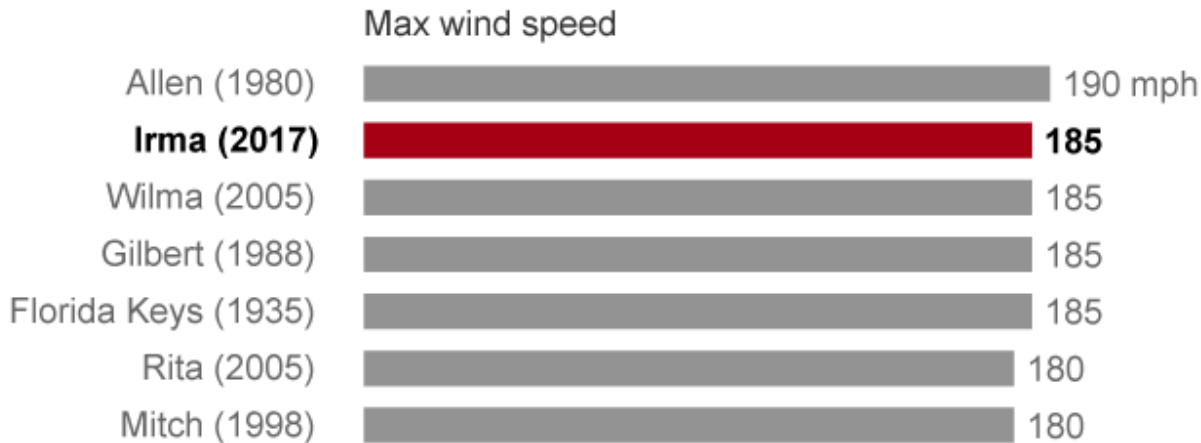
At 03:00 on September 9, Hurricane Irma made first landfall in the Florida Keys as a Category 4 ripping off roofs, flooding coastal cities and knocking out power to 6.8 million people. A second landfall near Marco Island at 3:35pm was made on September 10th as a Category 3 and moved into central Florida weakening significantly. By 11:00 pm, it had weakened further to a tropical depression moving into Georgia and dissipated over western Tennessee on September 13. The reports from the Flagler EOC, the most significant winds at Flagler Beach occurred from 11:00 pm on September 10th to 6:00am on September 11th.



According to the National Hurricane Center, as records show, Hurricane Allen in 1980, with winds of 190 mph, was the strongest hurricane that was formed in the Atlantic Ocean and moved into the Gulf of Mexico. Wilma in 2005, Gilbert in 1988, an unnamed 1935 hurricane and now Irma, have hit 185 mph.

On September 5th, 2017, the National Hurricane Center concluded several points regarding Hurricane Irma. The wind speed was sustained at a category 5 hurricane from September 5 to 8, more than 72 hours. Irma was the strongest hurricane in the Atlantic basin outside of the Caribbean Sea and Gulf of Mexico as long as the NHC has had records. There was 100% chance the storm was going to affect Florida with either a direct coastal hit or at a minimal, glancing blow similar to Matthew in 2016.

Strongest recorded hurricanes in the Atlantic



Source: National Hurricane Center

Irfan Uraizee/Sun Sentinel

The storm diminished as it headed up the spine of the state, bringing some violent weather to Georgia and low-pressure system in Mississippi and bringing a little stormy weather to the northeast before drifting back into the Atlantic Ocean.

Peak wind gusts by city

City	Peak Wind Gusts (mph)
Naples	Peak Wind Gusts (mph)142
Pembroke Pines	Peak Wind Gusts (mph)109
Miami	Peak Wind Gusts (mph)99
Key West	Peak Wind Gusts (mph)91
Jacksonville	Peak Wind Gusts (mph)86
Fort Lauderdale	Peak Wind Gusts (mph)78
Coral Gables	Peak Wind Gusts (mph)78
Orlando	Peak Wind Gusts (mph)78
St. Petersburg	Peak Wind Gusts (mph)65
Palm Coast	Peak Wind Gusts (mph) 83

City of Palm Coast Pre-Incident Preparations

Tuesday September 5, 2017 – 5 days from impact -

Information was sent to all department directors regarding the City staffing matrix and the expanded assigned personnel.

The following categories have been added. Please review these and your departmental function.

- Customer Service Expansion
- Food group
- Matrix update
- EOC staffing
- PEP tank group
- Chain saw group
- Tanker shuttle
- Roads Passable Group

Staff began the process of lowering the levels of the fresh water canals on August 30. Additional level reduction occurred on September 5th and all canal weirs were at wide open on September 6th.

Fire organized FD volunteers to begin logistics for food prep and schedule personnel for duty. Captain Garnes secured a pallet of water and 8 cases of Tru-fuel for small engines.

At 2:00pm - City Staff began meeting with the Executive team and members of what would be the Incident Management team to review operations and consider pre-storm preparations. These update discussions continued through Friday for all department directors and team leaders.

Wednesday September 6, 2017 – 4 days from impact -

Email sent to PEP system team to be ready for update and training at the end of the week in preparation for loss of power to the pep areas.

Good Morning all.

If you are receiving this email, you are part of the PEP tank assistance group and assigned to Danny Ashburn in the event we lose FPL power during the storm. This team will support the wastewater division by individually powering residential pep tanks systems so effluent does not flow back into homes.

Danny Ashburn will hold the training at the Utility Office in front of the yard bays tomorrow. We will have two sessions that should last around 30 minutes. The morning session will be at 9:00am and the afternoon session will be at 1:30pm. Please plan on attending one of the sessions

Cubicles at station 25 were ordered to be cleared in preparation for the Customer Call Center moving from City Hall to station 25.

Heavy equipment from Public Works was requested to be staged at each of the fire stations for first push on the day of the storm impact.

Email to all City employees for updating personnel who are assigned to special operations, preparing their personal homes for the impending hurricane and a message from the Emergency Management team in the City.

Mike Marinelli sent an update from Jim Stroz, P.E., District Traffic Operations Engineer - FDOT - District 5 regarding the request for generators and the process in which we can request those if needed.

At 11:00am - Executive meeting at the County EOC to discuss policy and governmental concerns. Update on the erratic path of the storm was discussed.

Email to all City employees for tentative schedule for the event subject to change. This schedule was established prior to the storm moving to the east and had to be reassessed at a later date.

Tentative Emergency Operations.

On Saturday – Kim Small will be opening the Customer Service lines at City Hall from 8:00am to 4:00pm. This will remain open if the call volume increases at the end of the day and requires our attendance. Kim will establish a schedule and reach out to all the CSRs and the backups for coverage.

On Sunday Morning at 8:00 – Kim will open the Customer Service center at Fire Station 25 and will continue for 24 hour periods until further notice.

On Sunday at 12:00, the EOC staff will assemble to include situational updates from the Fire Chief, City Manager and round table for department directors. Personnel will also be assigned to operations if they have not already been assigned.

Also on Sunday, fire crews will staff up at 4:00 pm city wide and will be in place when the worst of the storm is expected to be in our area around 8:00 am on Monday

morning. We will experience the effects from this tropical cyclone from Sunday afternoon through Monday afternoon.

Although this information coming in is very tentative, the operations crews will be out on Monday doing life safety and clearing roadways. This is the most dangerous part of the storm and crews will be authorized to go into the field when deemed safe by the City fire Chief.

Post disaster assessment is expected to start on Tuesday morning and times will be finalized by Steve Flanagan.

Again, this timetable is tentative and as best as we can gauge from the information we have received today. We are all susceptible to the changes in a hurricane that is still 800 miles away.

Travis Greco from Fire to all Fire Employees -

I wanted to send a quick reminder that on Thursday and Friday, September 7th-8th, I will be making rounds to each station to provide training starting around 0900. There are 2 parts to this training. The 1st part covers an overview of staging manager operations for the Lieutenants. The 2nd portion will cover a quick walk through of safety and maintenance procedures when using the chainsaw. I will give each Lt. a heads-up before heading to the next station.

Thursday September 7, 2017 – 3 days from impact -

At 9:00 am – the executive meetings were held at the County EOC for the remaining of the week.

Revised ops plan sent to fire personnel regarding staffing and apparatus.

Tom Hanson completed the PEP training video for training on Friday morning

Discussed housing FCSO personnel during the worst part of the storm and make access for the SWAT truck in station 25.

Apparatus were give water line markers on the side of the engines to identify the height of the truck that will cause the engine to fail.

Friday September 8, 2017 – 2 Days from impact -

At 11:00, members of the City staff met to overview the work flow for calls into the City Call Center. The final process was determined and included the GIS department to track street clearing.

PEP Team training took place in the morning and in the afternoon to instruct the team about the safety concerns and requirements to assist Utility Wastewater in areas the power was out

Damage Assessment teams prepared damage assessment kits and finalized them in preparation for use.

City representative sent to the County EOC for the day activity.

Saturday September 9, 2017 - 1 Day from impact -

Final day for employees to perform storm preparation at their individual homes.

Customer Service Call Center opened at City Hall while under FPL power. Staff reported light call volume into the afternoon.

Incident Action Plan being written and announcement for all city employee to give their input.

All City Personnel,

Emergency Management team will be writing the Hurricane Irma Incident Action Plan on Saturday. It will be delivered by hard copy to department directors on Sunday morning and electronic copy shortly thereafter to the rest of the city.

An IAP is a plan of actions and tasks that need to be accomplished during an operational period. It basically keeps the crews focused on assignments and provide communications information to all City employees. It also identifies as many safety concerns for employees to be aware.

If you have any information in your division that should be included in the city wide plan, please forward to me by Saturday afternoon. We will be working on the document through the night to be ready for Sunday Morning.

Travis Greco completed the Fire training for staging officer to assist with Utility Wastewater if needed.

Final Irma IAP drafted ready and to be reviewed by IC Beadle and Deputy IC Falgout.

Operations meeting with Fire Command staff completed by noon under the direction of Battalion Chief Major. Final assignments were made and staffing changes updated. Tactical channels for City dispatch operations will be establish by Battalion Chief Valentik on 9/10/17 when the City representative is in the County Dispatch Center.

City Representative sent to County EOC for the day.

Sunday September 10, 2017

City Emergency Operations Center opened at 08:00 for all field departments to staff. City Call Center opened at 08:00 to begin handling calls from the storm that would be handled by the Flagler County Sheriff's Office. The call center went 24 hours until further notice. The final Hurricane Irma Incident Action Plan #1 was distributed and operations review completed to include safety message. This IAP was used for the first 48 hours of operations and defines performance by objectives for each department and timelines for completion in the hours from 0-48 hours after the storm moves out.

City representative sent to the County EOC for 24 hour stand by.

Email to all employees - Wastewater Field personnel pulled from responding 12:40pm

After speaking with Danny Ashburn, all field wastewater personnel that deal with electricity have been pulled in for the duration of the storm. Tanker truck operators are still operating until they feel the need to come in from the weather.

Public Work Streets is still in service doing downed trees. We are in contact with Renee Shevlin for regular updates.

Lift Station maps created by GIS for incoming crews that will need to be assigned to Wastewater after the storm.

Email to all employees regarding wind speed

Wind speed in the Flagler area is expected to be 44 miles per hour at 4:30 pm.

For the crews working in Utility and Public Works, please judge the work being performed with the safety of the City crews. If you feel the crews need to come in, make the call to do so. Fire will continue to run until IC has determined life safety is an issue and the crews will stop County wide.

Email from Ralph Hand regarding pulling the remaining Utility crews off the street.

Gerry,

As of 4:30pm today we are pulling all techs and tank trucks off the road until tomorrow when all is clear and safe. This also includes the 5 outside contractors that I had tank trucking at pump stations.

Email to all City Employees regarding station 22 reassignment to station 24

Station 22 is now unoccupied. They have relocated to station 24 for the duration of the worst part of the hurricane. They will resume coverage in their original zone when the wind speed permits.

Fire crews should expect to run calls possibly up to 00:00 this evening and start up again at 07:00 hours on Monday morning. Crews are advised to remain in quarters during those hours to rest up for what will be a busy day tomorrow.

Email to All City Employees regarding no emergency services for the duration of the strong winds.

FCSO will be closing the bridges to the barrier island and no traffic will be permitted to the east side of the intracoastal. Station 21 and 24 should expect law enforcement officers to house at these stations until it is safe to run.

All fire services will continue to run in their respective zones until Flagler Beach and Flagler County have determined what is a safe time to stop responding. Once they have decided when to stop response, we will follow in turn.

DRAFT

HURRICANE IRMA - AFTER ACTION REPORT RECOMMENDATIONS

As part of the Hurricane Matthew After Action Report, staff identified several areas in need of improvement and identified those by category and department(s) of responsibility to address those needs. By separating the challenges into categories, they became easier to manage and delegate. Similarly to the Hurricane Matthew response, the response to Hurricane Irma is separated in the same four (4) groups with one (1) additional group and will be combined with the previous report for inclusion and completion. Those groups are:

- Group A - Staffing and Training**
- Group B- Continuity of Operations**
- Group C – Communications**
- Group D - Reporting and Tracking**
- Group E – Debris Removal**

Group A - Staffing and Training

1. **Stage mechanic at City EOC (or appropriate location) prior to hurricane arrival to ensure that any equipment failures can be addressed.** (Assign to Fire Department / Public Works Department, update MATRIX to identify individuals and update CEMP),
2. **Develop sheltering plan for employees and their families during event and post event.** (Similar and Continued Recommendation from Hurricane Matthew After Action Report, Recommendation 17) (Assign to Fire Department / Parks & Recreation Department, update CEMP)
 - a. Develop a plan to provide shelter service for city employees and their families at City Hall during the storm. Families need to be safe and isolated from general population because of the nature of our work within the community. People in general population may have history with employees.
 - b. Develop a plan for a day care center for employee's children at the community center for after the storm. People will need to be called in for operations and they still have child care needs that will assist in getting the employee back to work. As part of getting the City government back to operations, we need to plan of family needs if the employees are unable to secure day care on their own.
3. **Provide Training on Damage Assessment for consistently in categorizing damage.** There has been training in the past to provide basic understanding of the post-disaster response assessments. City staff should develop annual training with the Property Appraiser's officer for one (1) training source. (Assign to Community Development / EAT Team, Training Component)
4. **Provide refresher training of Points of Distribution (PODs) for City employees.** Although this storm did not require a POD set up, we do have personnel that should be part of their regular training and be ready in the event a POD is needed in the future. Lessons learned

from Hurricane Matthew show there is a need. Unassigned personnel are already identified in the Staffing Matrix to operate at a POD, there needs to be specific training for these personnel. (Assign to Fire Department / EAT Team, Training Component)

5. **Add Customer Service Representative to Fire Dispatch.** The fire dispatchers were receiving information from 911 and the field about trees down/trees on power lines. We were also clearing streets and sending that information to GIS. In addition, Fire Dispatch was providing issues directly to Public Works. Adding a CSR to Fire Dispatch for immediately after the storm to enter the calls into Munis. It will keep the paper running to a minimum and get the info into the field quicker. (Assign to Fire Department / Utility Department, update MATRIX to identify individuals),
6. **Develop ALF Team to communicate with adult living facilities before and after the emergency event.** Other jurisdictions experienced loss of life because lack of emergency power at these facilities. State legislation and/or rules are in progress to require emergency generators. Building, Fire, and Business Tax should coordinate to communicate with these facilities before and after an event. (Assign to Fire, Community Development, and Business Tax, update MATRIX to identify responsible individuals, Update CEMP)
7. **Add sandbag location staffing and training to MATRIX and CEMP.** We had 4 park locations with sand; only two manned with PW staff and sandbags– going forward we should man all 4 locations having sand and sandbags. In addition, we should provide at least one special needs sandbag pickup location with pre-filled sandbags for those unable to fill themselves. (Assign to Fire and Public Works Department, update MATRIX to identify responsible individuals).
8. **Provide refresher training on operating and maintaining tanker trucks.** (Assign to Utility and Public Works Department / EAT Team, Training Component)
9. **Designate pool of employees available for food preparation duties for Public Works Crews and other locations.** Public works administrative staff was unaware of their responsibility to purchase food in advance for storm arrival. After the event, staff from other departments assisted in food preparation and serving. (Assign to Public Works Department and Fire Department, review CEMP prior to event with staff, Update MATRIX to identify available staff).
10. **Continue training on FEMA forms and KRONOS use before, during, and after the event.** Our reporting and tracking was much improved, but staff still wants to continue training to improve even more. (Assigned to Finance, Human Resources/ EAT Team)

Group B - Continuity of Operations

11. Advance order, pre-position, and place reasonable limits on sandbag resources for event.

The City had purchased 20,000 sand bags prior to the approach of Hurricane Irma. 5 days prior to potential impact to our area, the sandbags were completely exhausted. City Utility was able to purchase 5,000 sandbags and Public Works purchased 20,500 sand bags. Specific recommendations include: limit sandbags - 12 per family, purchase additional sandbag locations, pre-order sand and sandbags. (Assigned to Administration, Public Works, and Fire Department / Update CEMP).

12. Determine best method for fuel purchasing by Public Works staff during and shortly after the event.

In order to keep crews working the area assigned, City staff may want to consider using pre-paid gas cards, or other method. (Assigned to Admin and Finance Department, research and develop solution)

13. Purchase cots for EOC operations when moved to City Hall.

Because the volume of people expected to be housed in the public shelters was high, the County Emergency Management was not able to commit to a resource request of 110 cots for the City and County firefighters as well as County Sheriff Deputies housed at station 21 and 24, Fire order and received 60 cots for coverage. Our future operations, Fire will continue to house career/volunteer firefighters, public works heavy equipment operators and Emergency Vehicle Technicians (EVTs), other department's firefighters and FCSO at all stations upon request. Utility already has 30 cots for their operation. Fire Services has purchased 60 cots. If City Hall is expected to be the future base of operation as an EOC, City staff should consider purchasing cots for their facility use. (Assigned to Admin Department, purchase cots when City Hall becomes EOC).

14. Improve coordination between departments on impassable streets.

Need to definitively identify the streets that are impassable or have a reroute around downed trees or high water. This is especially important in areas of the City normally covered by other agencies (South of State Road 100). In addition, historically map streets that are impassable during high-rain events for pre-planning. (Assigned to IT/GIS and Fire Department, Update CEMP, create map of historically impassable streets)

15. Pre-order four (4) lift station generators (30KW through the state of Florida response plan in advance of the event.

During Irma, the units arrived 2 days after the request and 4 days after the hurricane. Remedy is to order the generators prior to the hurricane so the units are present when we need them. (Assigned to Fire and Utility Department, Update CEMP).

16. Pre-order bottled water for City staff and store at various locations in advance of the event.

(Assigned to Employee Food Group)

Group C - Communications

17. **Improve communications between Public Works and Fire Crews to ensure resources are utilized to the fullest.** PC Public works posted heavy equipment at each fire station pre storm. The equipment stationed at 22 and 23 were utilized for the first push. Public works did not need the equipment in the other areas. Fire did see areas that could have used the equipment however, it was not called for by the engine company. Continued work on the communications with Public Works at the field level and access to the equipment if fire crews see a need. Keep Heavy equipment operators at the stations to use equipment when fire crews go out first. Public Works comms can be on fire tact channel to hear requests when they are needed. Other PW employees can be called in as needed. (Assigned to Fire and Public Works Department, Update CEMP).
18. **Communicate availability of fuel at fire stations.** Because of a lack of fuel, any outside vendors operating in the City that need fuel for response can go to station 21, 24 or 25 to get fuel. It must be logged by the station officer on duty. (Assigned to Fire Department, Update CEMP).
19. **Continue developing communication and backup communication plan with Flagler County.** Cellular phone service was sporadic at best. Many communications did not go through and some that did was incoherent. Communications with the PCFD representative at the 911 dispatch center was poor. Phone reception was broken and choppy. With the new system under development, added radio training and processes for the 800 system, we can improve in the long term. Short term, more training on multi-channel usage. (Assigned to Communications Team, continued from Hurricane Matthew AAR).
20. **Install and monitor weather stations across the City to improve decision making during and immediately after the event.** Clarification for when emergency responders are to house prior to the storm and when the responders are to return to service was discussed. When the time to initiate the plan came, crews were housed at midnight. At 02:30, it was requested the crews go back out by the fire officers in the dispatch center. PCFD Administration deemed the conditions unsafe with squall lines approaching from the south east. It was later determined the crews would reenter after the final rain band went through the area. At 04:30, the command staff made initial first look and advised the fire crews only can return back to service at 05:00.
 - A. Weather reading were coming from the County via volunteers that would call into his Bob Pickering's office. City of Palm Coast IC did not have access to the winds speed numbers or the personnel collecting the data. PCFD line officers feel the wind at 05:00 were still significant to send people out as early as we did without daylight. Crews report working in and near power lines and trees breaking.
 1. Recommend that mobile weather stations can be used at station 25 and 24 to capture the cross section of the City when calculating winds speed. (since

the start of the report, Engineering and Stormwater purchased a weather monitoring station for the City Hall location. It can be monitored by IC. Fire will look into another station at the north end of the City at station 24 that can also be monitored.)

2. Further recommend a policy be developed within the City to create safe wind speeds for all departments that will be used to release crews. It will only be then, that a PCFD Officer will make the recommendation to City IC as to when it is safe for the crews to enter the field. The City IC can then determine the time for release of the crews.

- B. "I have been given the authorization to install a Rainwise Mark III Weather Station system here at City Hall by Carl and intend to do so at the earliest opportunity. They are available at a discounted rate via Weather Underground, but if we intend on purchasing a number of them additional discounts may be available direct from the manufacturer. I would suggest that if we intend on establishing our own network that we all use the same instrument and a responsible party assigned at each station to attend to it."

<https://www.wunderground.com/wundermap?units=english&rad=1&rad.num=1&rad.spd=25&rad.opa=81&rad.type=00Q&rad.type2=&rad.smo=1&rad.stm=0&sat=0&stormreports=0&svr=0&pix=0&cams=0&tor=0&riv=0&wxsn=0&ski=0&tfk=0&mm=0&ndfd=0&fire=0&firewf=0&extremes=0&hurricane=0&sst=0&livesurge=0&femaeflood=0&tsunami=0&seismicrisk=0&fault=0&fissures=0&fronts=0&dir=1&dir.mode=driving&hur=0> Captain Mike Brennan
(Assigned to Fire Department, Update CEMP, Install Weather Stations)

21. **Continue to improve issue reporting, coordinator, and resolution.** Also don't know where to put improvement of communications between field assessment personal and reporting (i.e. power pole/trees down on road tap markings? For example, fire indicated they surveyed "all" power lines down on all roads in City but nothing in field indicated this so we might have had duplicates or they missed one or two?. –S Flanagan (Assigned to IT Department, develop technology solution)

Group D - Reporting and Tracking

22. **Develop additional Public Safety Messages** for the following:

- a. PIO handout for field personnel to use when interacting with citizens.
- b. "Secure your Boat before the storm" PSA / message.
- c. "4 way stop at an intersection" message for before the storm.
- d. "How to file a claim- Insurance carrier, FEMA application and SBA Loan"

23. **Develop public facility damage assessment process for reporting and tracking.** Team assessment teams began operations on Monday morning. Coordination with individual departments for assessment of city facilities should have key contacts and facilities should

be clear with contact information for responsible personnel. (Assigned to Administration Department)

24. **Designate a time period for removal of storm shutters.** A designated time period for removal of 7 days or whatever reasonable time frame following the passing of the storm is deemed appropriate by Fire Administration, the Fire Marshal's office and possibly Code enforcement. For many reasons I believe this area needs to be addressed. Inability for FD ventilation and crew safety when responding to a shutter secured dwelling, Inability for building occupants to self-evacuate and delayed reporting/fire and smoke by the public just to name a few.

Group E – Debris Removal

25. **Review and evaluate national debris removal bids and contracts.** Because of the scale of Hurricane Irma, resources were limited to assist in debris removal. City staff should evaluate the bids and contracts and determine steps to improve on availability of resources for next event. (Assign to Administration Department)

Group A - Staffing and Training

Recommendation	Detail	Assigned Responsibility	Action
1	Department Directors serve as Primary Representative at the City EOC to begin emergency operations (12 – 24 hours before event).	Fire Department DONE	CEMP, Page 10, C ORGANIZATION 3.b. Update Comprehensive Emergency Management Plan Recommendations to be presented in Fourth Quarter.
3	Each Department to establish several consistent employees to staff City EOC	Fire Department DONE	CEMP, Page 10, C ORGANIZATION 3.b. Update Comprehensive Emergency Management Plan Currently being review by FD. Expansion of the Matrix will be presented to J Landon and B Falgout by third quarter (Forte and Greco - June 1, 2017) Added to Staffing Matrix, needs to be Completed by department directors. June 27, 2017
4	Update EOC Matrix to ensure up-to-date information and appropriate depth	All Departments DONE	Update EOC Matrix quarterly Currently being review by FD. Expansion of the Matrix will be presented to J Landon and B Falgout by fourth quarter (Forte and Greco - June 1, 2017) June 27, 2017, Staffing Matrix updated to address updating departments – Staffing Matrix lines 6-19) CEMP THE CERP, A. General.7, page 7
5A	Command Staff to Meet with Department Director Prior to Event on Staff Resources	Fire Department DONE	CEMP Update Comprehensive Emergency Management Plan (July) CEMP THE CERP, A. General.7, page 7
5B	Clarify Personnel Policies regarding Essential Personnel	Human Resources /Fire Department DONE	Update Personnel Policies regarding Essential Personnel. Personnel have been assigned to most positions, department updates will assign remaining staff. Staffing Matrix Lines 6-19, 44-51, 155-200, 231 – 284 .CEMP F. Policy Statement,1. Limitations page 3
8A	Expand EOC Matrix to include more employees for	Human Resources Department	Update EOC Matrix to identify appropriate personnel. Meeting with C Jessup/ W Cullen June 26 Added 28

	customer service function	DONE	personnel from Finance, HR and Parks. Staffing Matrix Lines 180-203.
8B	Provide annual training for customer service functions	EAT Team DONE	Develop and hold annual training. Cynthia Schweers will be holding training in July with those identified to expand the Staffing Matrix. Completed in August, 2017
12B	Provide annual training for PEP Teams	EAT Team DONE	Develop and hold annual training. Met with D Ashburn, Ralph Hand and Ivan Sanderson the week of June 26. PEP support staff are identified and training Completed in September, 2017
12C	Expand EOC Matrix to include employees for PEP Teams and Resource Dispatch	Fire Department DONE	Update ECO Matrix to identify appropriate personnel Currently expanding Matrix. Will work with D Ashburn in third quarter (Forte and Greco - June 1, 2017) 31 Personnel have been identified from the Community Development Department to create 14 team of 2, generator, power cords. Training to be completed in July and August, to include videos, PPT, hands on training. Staffing Matrix Lines 233-288.
18	Expand National Incident Management System (NIMS) training across the organization	EAT Team In Progress Long term	Develop Comprehensive Training Program and Implement FF Greco is now creating a functioning education list for all EOC positions to be completed by fourth quarter (Greco - June 1, 2017). Requirements will be listed in the CEMP plan CEMP – VI. Training and Exercises, B. page 28

Group B – Continuity of Operations

Recommendation	Detail	Assigned Responsibility	Action
6 7	Designate employee food service responsibility prior to Event	Admin& Eco Dev., Fire, Public Works, and &Utility Departments	CEMP Update EOC Matrix to include specific work location roles and responsibilities. Possibly look at book stored food (Add water in the field) for the first 72 hours. Need more direction from Department Directors. CEMP page 40 and staffing matrix. Team is developed and will be meeting in first quarter 2017-18
12A	Research possible grants for PEP tank electrical upgrades	LMS Committee	Continue to pursue grants
12D	Coordinate with FPL to identify critical PEP areas for priority restoration of power	IT Department, GIS Division In Progress	Provide mapping and data to FPL Danny Ashburn and Cathy Almberg working in conjunction with Mal Locke from FPL to overlay the Critical Infrastructure list with primary lift stations requirements off the same feeder lines.(May 2017)
17	Develop Employee Family Shelter Plan for Emergency Events	Fire Department, Parks and FPC	Coordinate with Flagler County EOC regarding employee family sheltering plan
19	Relocate City EOC from Fire Station #25 to City Hall once a generator is installed	Infrastructure Team	Pursue grant funding and complete capital project Denise Bevin is pursuing grant options for emergency generator at City hall (June 1, 2017) CEMP "THE CITY EMERGENCY RESOPNSE PLAN": C,3, c. City Hall will be utilized as EOC pending back up power to support staff. Page 10

Group C – Communication

Recommendation	Detail	Assigned Responsibility	Action
9A	Develop software solution to better handle issues, tracking, and close out	IT Department In Progress	Investigate software and technology solutions. IT has been working with Customer Service, Code Enforcement, Streets and Fire Dispatching to create work flow through Munis and the City disaster portal.
9B	Identify personnel to dispatch issues to field crews	Fire Department DONE	Update EOC Matrix to identify personnel for dispatch roles. Matrix Updated by Chief Valentik for Fire MATRIX 46-53
10A	Develop backup plan for phone system	IT Department	Investigate backup phone system to ensure continuity of call center at City Hall location
10B	Coordinate with Flagler County EOC to separate volunteer call takers from City staff	Fire Department	Coordinate with Flagler County EOC on corrective action plan
11	Develop scripted response for customer service roles	Utility Department, Customer Service Division DONE	Develop scripted responses and update annually. Cynthia was able to create a document center. Doug Akins installed a link on the intranet to store needed documents for CSR utilization - http://intranet/EOCCallCenter/SitePages/Home.aspx
13	Develop plans for alternative communications	Communications Team	Coordinate and work with County IT and EOC staff to develop alternative communications
14	Provide annual refresher training on radio communications	Communications and EAT Teams	Develop and hold annual training
15	Clarify Evacuation Zones and better communicate with residents when mandatory evacuations are ordered	Fire Department In Progress	Coordinate with Flagler County EOC regarding evacuation zones. Meeting held with D Bevin, M Marinelli Forte to discuss scope of sign identifiers in affected areas. Follow up meeting in June to review Evacuation zones and sign quantities to include Sean Costello. (June 2017)

			<p>Firefighters, on July 1 and 2 at supermarkets in the areas of the evacuations zones. Palm Coast handed out 1500 guides. (June 2) Rough list for street signs went to Marinelli and Castello for approvals June 19, 2017. Cynthia and Doug created a “look up” link for Customer Service when a citizen calls in to found out what evacuation zone they are in. (June 28)</p> <p>http://centrality/customerservice/address</p> <p>CEMP Updates the location “Direction and Control”. 10 Evacuation Areas. Page 31</p>
16	Designate City Incident Commander as responsible to determine clearance for staff to be released after Shelter-in-Place	Fire Department DONE	<p>CEMP Update Comprehensive Emergency Management Plan June 19, 2017. 75% completed</p> <p>CEMP 3 III RESPONSIBILITES, B COPC, 3. INCIDENT COMMAND/ EM, e. page 36</p>

Group D – Reporting and Tracking

Recommendation	Detail	Assigned Responsibility	Action
2	Clarify Shift/Reporting Requirements for City Employees	Finance Department DONE	Confirm and Clarify with FEMA
20	Develop City specific work logs for employees for more efficient FEMA reporting input	Finance Department DONE	Develop work logs and provide training
21	Obtain technology to record geolocations on pictures captured during emergencies	IT Department	Research and obtain technology and/or software

City of Palm Coast, Florida Agenda Item

Agenda Date : 11/28/2017

Department	PARKS & RECREATION	Amount
Item Key		Account
		#
Subject	PRESENTATION ON PROPOSED PARKS AND RECREATION FEE STRUCTURE	
Background :	City Council approved amending the fee structure for Parks and Recreation in 2011. As part of the City Council goals and objectives, the Parks and Recreation Fee Structure should be reviewed every five years. Staff will provide Council with an analysis and recommendation of changes to the fee structure.	
Recommended Action:	Presentation only.	

City of Palm Coast, Florida Agenda Item

Agenda Date: 11/28/2017

Department	PUBLIC WORKS	Amount	\$82,000
Item Key		Account	54225511-063000-55003
Subject RESOLUTION 2017-XX APPROVING A ONE-YEAR PRICE MASTER AGREEMENT WITH HARRIS CULVERT, INC. TO PURCHASE VARIOUS TYPES OF DRAINAGE PIPES			
Background : Public Works Department/Streets and Drainage Division is responsible for replacing various types of drainage pipe throughout the City of Palm Coast as approved in the Fiscal Year 2018 Budget. City staff advertised and solicited bids for or the purchase of various types of drainage pipe needed throughout the year in accordance with the City's Purchasing Policy. Bid specifications required the vendor to deliver and unload pipe directly to the job location within a maximum of three business days from order placement. City staff recommends that City Council approve a one-year master price agreement with Harris Culvert, Inc. Since this is a master price agreement, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council. City staff estimate that the City will spend approximately \$82,000.00 annually under this contract within the City Council approved budgets. The project bid overview and notice of intent to award are attached to this agenda item.			
Recommended Action : Adopt Resolution 2017-XX approving a one-year Master Price Agreement with Harris Culvert, Inc. to purchase various types of drainage pipe.			

RESOLUTION 2017-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PRICE AGREEMENT WITH HARRIS CULVERT, INC., TO PURCHASE VARIOUS TYPES OF DRAINAGE PIPE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Harris Culvert, Inc., has expressed a desire to provide various types of drainage pipes to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into a price agreement with Harris Culvert, Inc., for the above referenced items.

NOW, THEREFORE, THE CITY OF PALM COAST, FLORIDA, HEREBY RESOLVES IT AS FOLLOWS:

SECTION 1. APPROVAL OF PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the price agreement with Harris Culvert, Inc., which is attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this _ day of November 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Price agreement with Harris Culvert, Inc., for Pipes

Approved as to form and legality

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



Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-PW-SD-17-64 REBID- Culvert Pipes

Date: November 1, 2017

Appeal Deadline: Appeals must be Filed by 5:00 PM on November 3, 2017

Firm	Bid
Harris Culvert, Inc. Palm Coast, FL	\$121,427.00
Metal Culverts, Inc. Clearwater, FL	NON-RESPONSIVE

The intent of the City of Palm Coast is to award ITB-PW-SD-17-64 to **Harris Culvert, Inc.**

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaigout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.



ITB-PW-SD-17-64 - REBID - Culvert Pipes

Project Overview

Project Details	
Reference ID	ITB-PW-SD-17-64
Project Name	REBID - Culvert Pipes
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose to solicit bid proposals for a one year contract with a vendor(s) capable of providing various Culvert Pipes for the City's Public Works Department.
Open Date	Sep 27, 2017 8:00 AM EDT
Close Date	Oct 26, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
HARRIS CULVERT INC.		100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Pricing Form C.2	Oct 26, 2017 2:20 PM EDT	Jesse Scott
Forms A, B, C.1, D, 1 - 10	Oct 26, 2017 2:20 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Michael Marinelli	Oct 26, 2017 2:27 PM EDT	No
Rose Conceicao	Oct 30, 2017 4:20 PM EDT	No
Jesse Scott	Oct 26, 2017 2:21 PM EDT	No



Project Criteria

Criteria	Points	Description
Pricing (Form C.2)	100 pts	Pricing Evaluation
Forms	Pass/Fail	Forms A, B, C.1, C.2, D, 1 -10
Specifications	Pass/Fail	Does the items meet the required specifications
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Pricing (Form C.2)	Forms	Specifications
Supplier	/ 100 pts	/ 100 pts	Pass/Fail	Pass/Fail
HARRIS CULVERT INC.	100 pts	100 pts (\$121,427.00)	Pass	Pass
Metal Culverts, Inc	0 pts	0 pts (\$9,999,999,999,999.00)	Pass	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date : 11/28/2017

Department	PUBLIC WORKS	Amount/	\$120,000.00 from 10015015-052000
Item Key		Account	\$110,000.00 from 10015011-052000
Subject	RESOLUTION 2017XX APPROVING PRICE AGREEMENT WITH HOWARD FERTILIZER & CHEMICAL FOR THE PURCHASE AND DELIVERY OF VARIOUS LANDSCAPE CHEMICALS AND FERTILIZERS FOR THE CITY MEDIANS AND PARK ATHLETIC FIELDS		
Background :	<p>The Public Works Department – Parks and Medians Division is currently responsible for the maintenance of all the City’s landscaped medians and park athletic fields. In order to maintain the level of service we provide, it is necessary to treat the various medians and parks with fertilizers, herbicides, pesticides and miscellaneous chemicals. In an effort to obtain the best pricing and facilitate timely deliveries, staff wishes to enter into agreements to secure the cost and availability of these products, which will be purchased on an as needed basis.</p> <p>City staff advertised and solicited bids in accordance with the City’s Purchasing Policy. City staff recommends that City Council approve a one-year master price agreement with Howard Fertilizer & Chemical. City staff estimate that the City will spend approximately \$230,000.00 annually under this contract within the City Council approved budgets. The project bid overview and notice of intent to award are attached to this agenda item.</p>		
Recommended Action :	Adopt Resolution 2017-XX approving one-year master price agreement with Howard Fertilizer & Chemical to purchase various landscape chemicals and fertilizers.		

RESOLUTION 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PRICE AGREEMENT WITH HOWARD FERTILIZER & CHEMICAL., TO PURCHASE VARIOUS TYPES OF LANDSCAPE CHEMICALS & FERTILIZERS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Howard Fertilizer & Chemical., has expressed a desire to provide various types of Landscape Chemicals & Fertilizers to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into a price agreement with. Howard Fertilizer & Chemical, for the above referenced items.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the price agreement with Howard Fertilizer & Chemical., which is attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager or his designee is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this _ day of November 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Price agreement with Howard Fertilizer & Chemical., for Landscape chemicals and fertilizers

Approved as to form and legality

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



Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-PW-PFM-18-01 Landscape Chemicals and Fertilizer

Date: November 6, 2017

Appeal Deadline: Appeals must be Filed by 5:00 PM on November 9, 2017

Please see below for the results by individual Category. As noted in the Bid documents, each line item in a Category grouping must have been bid for the Category grouping to be considered. In the event of a no-bid entry in an individual Category grouping, the Category Bid is considered Non-Responsive.

HERBICIDES:

Firm	Bid
Howard Fertilizer & Chemical Orlando, FL	\$7,183.96
SiteOne Landscape Supply Cleveland, OH	NON-RESPONSIVE

FUNGICIDES:

Firm	Bid
Howard Fertilizer & Chemical Orlando, FL	\$5,304.37
SiteOne Landscape Supply Cleveland, OH	NON-RESPONSIVE

INSECTICIDES:

Firm	Bid
Howard Fertilizer & Chemical Orlando, FL	\$1,131.97
SiteOne Landscape Supply Cleveland, OH	NON-RESPONSIVE

ADJUVANT/SURFACANTS:

Firm	Bid
Howard Fertilizer & Chemical Orlando, FL	\$359.99
SiteOne Landscape Supply Cleveland, OH	NON-RESPONSIVE

WETTING AGENTS:

Firm	Bid
Howard Fertilizer & Chemical Orlando, FL	NON-RESPONSIVE
SiteOne Landscape Supply Cleveland, OH	NON-RESPONSIVE

GROWTH REGULATORS:

Firm	Bid
Howard Fertilizer & Chemical Orlando, FL	\$410.00
SiteOne Landscape Supply Cleveland, OH	NON-RESPONSIVE

FERTILIZERS:

Firm	Bid
Howard Fertilizer & Chemical Orlando, FL	\$42,794.00
SiteOne Landscape Supply Cleveland, OH	NON-RESPONSIVE

NEMATOCIDES:

Firm	Bid
SiteOne Landscape Supply Cleveland, OH	\$1,850.00
Howard Fertilizer & Chemical Orlando, FL	NON-RESPONSIVE

The intent of the City of Palm Coast is to award these Categories of ITB-PW-PFM-18-01 to **Howard Fertilizer & Chemical**:

1. **Herbicides**
2. **Fungicides**
3. **Insecticides**
4. **Adjuvants/Surfacants**
5. **Growth Regulators**
6. **Fertilizers**

The intent of the City of Palm Coast is to award these Categories of ITB-PW-PFM-18-01 to **SiteOne Landscape Company**:

1. **Nematicides**

The intent of the City of Palm Coast is to **NOT** award the **Wetting Agents** Category of ITB-PW-PFM-18-01.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.



ITB-PW-PFM-18-01 - Landscape Chemicals and Fertilizer

Project Overview

Project Details	
Reference ID	ITB-PW-PFM-18-01
Project Name	Landscape Chemicals and Fertilizer
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of establishing a one-year contract with a vendor(s) capable of supplying Lawn Fertilizer, Herbicides, Pesticides and Miscellaneous Chemicals.
Open Date	Oct 04, 2017 8:00 AM EDT
Close Date	Oct 31, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
Howard Fertilizer	Scored by category.	98.71 pts



SiteOne Landscape Supply	Scored by Category.	20 pts
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Seal status

Requested Information	Unsealed on	Unsealed by
Forms A, B, D, 1-10	Oct 31, 2017 2:12 PM EDT	Jesse Scott
Pricing Form C	Oct 31, 2017 2:13 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
fred vitagliano	Nov 02, 2017 3:48 PM EDT	No
Rose Conceicao	Nov 08, 2017 4:31 PM EST	No



Jesse Scott	Oct 31, 2017 2:21 PM EDT	No
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Project Criteria

Criteria	Points	Description
Forms	Pass/Fail	Forms A,B, D and 1-10
Herbicides	20 pts	Category Herbicide
Fungicides	10 pts	Category Fungicides
Insecticides	10 pts	Category Insecticides
Adjuvant/Sufacants	10 pts	Category Adjuvant/Sufacants
Wetting Agents	10 pts	Category Wetting Agents
Nemacides	10 pts	Category Nemacides
Growth Regulators	10 pts	Category Growth Regulators
Fertilizers	20 pts	Category Fertilizers



Total	100 pts	
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Scoring Summary

Active Submissions

	Total	Forms	Herbicides	Fungicides	Insecticides
Supplier	/ 100 pts	Pass/Fail	/ 20 pts	/ 10 pts	/ 10 pts
Howard Fertilzer	98.71 pts	Pass	20 pts (\$7,183.96)	10 pts (\$5,304.37)	10 pts (\$1,131.97)
SiteOne Landscape Supply	20 pts	Pass	0.00014 pts (\$999,999,999.00)	0.00005 pts (\$999,999,999.00)	0.00001 pts (\$999,999,999.00)

	Adjuvant/Sufacants	Wetting Agents	Nemacides	Growth Regulators	Fertilizers
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 20 pts
Howard Fertilzer	10 pts (\$359.99)	10 pts (\$999,999,999.00)	8.705 pts (\$2,125.20)	10 pts (\$410)	20 pts (\$42,794.00)

Generated on Nov 20, 2017 4:28 PM EST - Beau Falgout



	Adjuvant/Sufacants	Wetting Agents	Nemacides	Growth Regulators	Fertilizers
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 20 pts
SiteOne Landscape Supply	0 pts (\$999,999,999.00)	10 pts (\$999,999,999.00)	10 pts (\$1,850.00)	0 pts (\$999,999,999.00)	0.00086 pts (\$999,999,999.00)

City of Palm Coast, Florida Agenda Item

Agenda Date : 11/28/2017

Department	CONSTRUCTION MANAGEMENT & ENGINEERING	Amount	
Item Key		Account #	FDOT-LAP
Subject	RESOLUTION 2017-XX APPROVING AN EASEMENT WITH THE COLUMBIAN CLUB OF FLAGLER COUNTY, INC. FOR THE OLD KINGS ROAD WIDENING PROJECT		
Background : <p>The widening of Old Kings Road (OKR) from south of Kingswood Drive/Brighton Circle to approximately 1,700-ft. north of Flemingwood Ln. This project will consists of the widening existing two lanes to four lanes with divided median, turn lanes, and sidewalks on each side along with intersection improvements at OKR and Palm Coast Parkway.</p> <p>In June 2015, City Council entered into a Local Agency Program (LAP) Agreement with FDOT. Federal funds available at that time were \$60,000. Subsequent funds became available for this project in June 2016 and the City executed Supplemental 2 to the LAP Agreement increasing the total funds available to the City. The total amount of federal funds for this project is \$1,130,000.00.</p> <p>The City of Palm Coast is in the process of obtaining an easement required for the project from the Columbian Club of Flagler County. Additional right-of-way and easements will be brought to Council for consideration as the project moves along.</p> <p>The Columbian Club of Flagler County accepted the City’s initial appraised offer of \$22,200 for obtaining an easement for approximately 4,103 square feet of property fronting OKR. Acquisition of this easement is necessary for the planned widening of the existing pavement to accommodate drainage improvements and driveway connection.</p> <p>City staff recommends approval of this purchase to help facilitate the construction of the proposed improvements.</p>			
Recommended Action: <p>Adopt Resolution 2017-XX approving an easement for the Old Kings Road widening project from the Columbian Club of Flagler County, Inc.</p>			

RESOLUTION 2017-____
COLUMBIAN CLUB OF
FLAGLER COUNTY, INC. EASEMENT

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE EASEMENT WITH THE COLUMBIAN CLUB OF FLAGLER COUNTY, INC. FOR THE OLD KINGS ROAD WIDENING PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city of Palm Coast is in the process of obtaining easements and additional rights-of-way related to the Old Kings Road Widening Project; and

WHEREAS, the City desires to obtain an easement from the Columbian Club of Flagler County, Inc. for the Old Kings Road Widening Project; and

WHEREAS, the Columbian Club of Flagler County, Inc. has agreed for the City to obtain an easement for the Old Kings Road Widening Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF THE CONTRACT FOR PURCHASE AND SALE.

The City Council hereby approves the terms and conditions of the easement from the Columbian Club of Flagler County, Inc., as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of December 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – Easement Columbian Club of Flagler County, Inc.

Approved as to form and legality

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
RIGHT OF WAY
08/09

June 15
Columbian Club of Flagler County
51 Old Kings Road N
Palm Coast, FL 32137

ITEM/SEGMENT NO.: N/415964-1
MANAGING DISTRICT: 5
F.A.P. NO.: _____
STATE ROAD NO.: N/A
COUNTY: FLAGLER
PARCEL NO.: 812

Dear Property Owner(s):

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name <u>COLUMBIAN CLUB OF FLAGLER COUNTY, INC</u>	Phone Number <u>386 446-5632</u>
Business Name , if different from above	Phone Number
Address (number, street, and apt. or suite no.) <u>51 OLD KINGS RD., NORTH</u>	OWNERSHIP INTEREST <input checked="" type="checkbox"/> Sole Owner <input type="checkbox"/> Part Owner with _____ % interest <input type="checkbox"/> Not Applicable (Vendor Only)
City, State, and ZIP Code <u>PALM COAST FL 32137</u>	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): _____

For other entities, it is your employer identification number (EIN): 59-3081983

If you do not have a TIN, see attached instructions for How to get a TIN.

Below, choose one number that accurately describes the business or the individual.

- ☒ **1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
(A corporation formed under the laws of any state within the United states.)
- ☐ **2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- ☐ **3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**
- ☐ **4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**
- ☐ **5 - NONCORPORATE RENTAL AGENT**
- ☐ **6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)
- ☐ **7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
Is income effectively connected with business in the United States? ☐ YES ☐ NO
- ☐ **8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

Certification.

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here

Title


PRESIDENT

Email (optional)

BOBBIE69@GMAIL

Date

10/17/17

Business Notice Questionnaire

FORM 575-030-33 - Questionnaire
RIGHT OF WAY - 02/05
Page 1 of 1

Item/Segment #: 415964-1
Sec/Job No.: _____
Managing District: 05
FAP No.: _____
State Road #: N/A - Old Kings Rd.
County: Flagler
Parcel #: 812

Property Owner: COLUMBIAN CLUB OF FLAGLER COUNTY INC.

1. Name of Business: COLUMBIAN CLUB OF FLAGLER COUNTY, INC
2. Owner of Business: COLUMBIAN CLUB OF FLAGLER COUNTY, INC
3. How long have you been in business at this location? _____

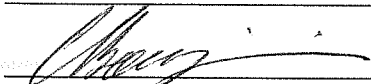
Please Check One: ☒ 5+ years () Whole Take

4. Business street address: 51 OLD KINGS RD, NORTH

City, State, Zip: PALM COAST FL 32137

Telephone Number: 386 446 5632

5. Sole Proprietor () Partnership () Corporation ☒ Franchise () Chain ()
6. Do you have a lease? NO if yes, is it recorded? _____ if not, please provide a copy.
7. Additional Comments: _____


Business Owner's Signature

CARVER BORGMANN, President
Printed Name & Title

Survey Date _____

Date Notice Delivered _____

Agent Signature _____

Method of Delivery _____

Is corporation listed on the corporation screen (sunbiz.org) Yes____, NO ____ if available printout must be attached with questionnaire?

02/2009, Updated. cissy

NOTICE TO OWNER

June 15, 2017

Columbian Club of Flagler County
PO Box 350219
Palm Coast, FL 32135-0219

ITEM/SEGMENT #:	415964-1
STATE ROAD #:	N/A
COUNTY:	Flagler
PARCEL #:	812

Dear Property Owner,

The City of Palm Coast is planning the following improvement of the above referenced transportation facility:

Old Kings Road Widening

Our research shows you own property needed for this project. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Appraisal and/or Legal Description.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may obtain copies of the City's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the City's acquisition.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the City. As previously mentioned, the City will pay for certain types of services. However, by law, there are limitations placed on what the City can pay. We encourage you to contact us and allow us to fully explain our reimbursement process. You will find a more thorough discussion of the reimbursement of fees and costs in the enclosed brochure.

We want to negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair market value for your property or help us provide services to you, please let us know. Regardless of whether we can reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

If you experience any problems, please do not hesitate to contact:

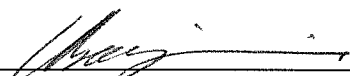
R. Michael Peel, P.E.
City of Palm Coast
160 Lake Avenue, Suite 203
Palm Coast, FL 32164
(386) 986-4771

Sincerely,

Virginia Smith, MMC, CP
City Clerk/Paralegal

Enclosures:

Appraisal Report for Parcel 812
Legal Descriptions and Sketches
The Real Estate Acquisition Process Brochure

Received by: 

Certified Mail Number:

Date: 10/22/17

NOTICE TO BUSINESS OWNER

FORM 575-030-33
RIGHT OF WAY - 02/05
Page 1 of 2

June 15, 2017

Columbian Club of Flagler County
PO Box 350219
Palm Coast, FL 32135-0219

ITEM/SEGMENT #: 415964-1
STATE ROAD #: N/A
COUNTY: Flagler
PARCEL #: 812

Dear Business Owner

The City of Palm Coast is planning the following improvement of the above referenced transportation facility:

Old Kings Road Widening

Our research shows you own a business located on property needed for this project. The following enclosed documents identify the property that is needed:

Legal Description & Sketches

You may be eligible for compensation if your business is damaged as a result of this acquisition. However, there are several conditions your business must meet before you are eligible to receive a business damage payment. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains the eligibility requirements, your rights and options, and the process you must follow in claiming business damages.

The City recognizes that a proposed transportation project, particularly one which requires acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and to make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law.

Your receipt of this notice does not entitle you to business damages. By law, in order to qualify for business damages, your business must meet the following conditions:

- You must hold a real property interest, in the form of a lease, deed, etc., in the portion of the property being acquired by the City.
- The acquisition must be a partial acquisition of the property on which your business is located. If the City acquires all of the real estate on which your business is located, your business will not qualify for payment of damages.
- Your business must have been in operation on the site for at least five years immediately prior to the City's acquisition.
- You must be able to show that any damages you are claiming result directly from the loss of property. The effects of construction activities or other effects incidental to construction are not compensable.

If your business qualifies as described above and you wish to claim business damages, you must submit a good faith written offer to settle your business damage claim to the City no later than 180 days after you receive this notice. Your written offer must be sent by certified mail, return receipt requested to the following address:

City of Palm Coast
160 Lake Avenue, Suite 213
Palm Coast, FL 32164

If you do not submit your offer to settle your business damage claim within the specified time your claim may not be allowed in future condemnation proceedings. If you share ownership of the business with others, you should coordinate with the other owners and provide only one business damage claim for the business.

Your business damage offer must include an explanation of the nature, extent and monetary amount of the damages you are claiming. The offer must be prepared by you as the business owner, a certified public accountant or a business damage expert familiar with the nature of the operations of your business. With your offer you must also provide copies of your business records substantiating your good faith offer.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

You may be contacted by attorneys, accountants or others requesting a commitment from you to use their services in dealing with the City. The City will pay for certain types of services. However, by law there are limitations placed on what the City can pay. We encourage you to contact us and allow us to fully explain our reimbursement process. You will also find a more thorough discussion of the reimbursement of fees and costs in the attached brochure.

If you have questions about any aspect of our acquisition process, please give us an opportunity to answer them. Regardless of whether we can reach agreement on the amount of damages to your business, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us work with you if you decide to file a claim for business damages. If you experience any problems, please do not hesitate to contact:

R. Michael Peel, P.E.
City of Palm Coast
160 Lake Avenue, Suite 203
Palm Coast, FL 32164
(386) 986-4771

Sincerely,

Virginia Smith, MMC, CP
City Clerk/Paralegal

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
The Real Estate Acquisition Process Brochure

Received by: 

Certified Mail Number:

Date: 10/27/17

OFFER AND PURCHASE AGREEMENT

575-030-07
RIGHT OF WAY
OGC -- 08/07
Page 1 of 2

ITEM/SEGMENT #: 415964-1
STATE ROAD #: N/A
COUNTY: Flagler
PARCEL #: 812

Seller: Columbian Club of Flagler County

Buyer: City of Palm Coast, Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real property described as: Parcel No 812 (Sketch and Legal description Attached).

(b) Real Estate Purchased: 4,103 sq ft Deed

(c) Buildings, structures, fixtures, and other improvements: N/A

(d) Personal Property: N/A

(e) Outdoor advertising structure(s) permit number(s): N/A

Building, structures, fixtures and other improvements owned by others: N/A

These items are **NOT** included in this agreement. A separate offer is being, or has been made for these items.

II. Purchase Price

(a) Real Property

Land	1. \$	22,200.00
Improvements	2. \$	0.00
Real Estate Damages	3. \$	0.00
(Severance/Cost-to-Cure)		
Total Real Property	4. \$	22,200.00
(b) Total Personal Property	5. \$	0.00
(c) Fess and Costs		
Attorney Fees	6. \$	0.00
Appraiser Fees	7. \$	0.00
_____ Fee(s)	8. \$	0.00
Total Fees and Costs	9. \$	0.00
(d) Total Business Damages	10. \$	0.00
(e) Total of Other Costs	11. \$	0.00

List: _____

Total Purchase Price (Add Lines 4,5,9,10 and 11) \$ 22,200.00

(f) Portion of Total Purchase Price to be paid to
Seller by Buyer at Closing \$ 22,200.00

(g) Portion of Total Purchase Price to be paid to
Seller by Buyer upon surrender of possession \$ 0.00

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of the agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Seller agrees that the real property described in **Section I** of the agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that a real estate closing pursuant to the terms of the agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.26, Florida Statutes**.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: N/A

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

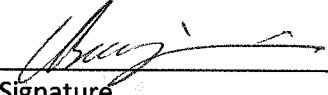
 There is an addendum to this agreement. Page is made a part of the agreement.

☒ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of the agreement.

Seller(s)

 10/27/17
Signature Date

CARMEL BONGIOVANNI
Type or Print name under signature Date

Signature Date

Type or Print name under signature Date

Buyer

City of Palm Coast, Florida

BY: _____
Signature Date

Type or Print name under signature

VII. Final Agency Acceptance

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

By: _____
Signature

Type or Print name under signature

This document delivered by _____
Date

This document received by _____
Date



City of PALM COAST

Community Development Department
Construction Management & Engineering Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3794

Florida Statutes:
Chapter 517
Section 286.23

575-030-18
RIGHT OF WAY
OGC-02/06

Columbian Club of Flagler County
PO Box 350219
Palm Coast, FL 32135-0219

Item/Segment No:	<u>415964-1</u>
District:	<u>5</u>
F.A.P. No:	<u>N/A</u>
State Road No:	<u>N/A</u>
County:	<u>FLAGLER</u>
Parcel No:	<u>812</u>

Dear Property Owner,

**Subject: Public Disclosure
Notice**

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity for others to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The City must receive disclosure at least 10 days prior to the real estate closing by which the City acquires the property or within 48 hours after the City deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you complying with the disclosure requirement, we have enclosed a copy of **Section 286.23, F.S.** and an affidavit for you to complete and return to this office at:

City of Palm Coast, 160 Lake Avenue, Palm Coast, FL 32164

Please Note:

Are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, Whose interest is for sale to the general public.

If beneficial interests in the property are exempt from disclosure, please so indicate on the enclosed affidavit.

If you have any questions please contact: Mike Peel, (386) 986-4771, mpeel@palmcoastgov.com.

Sincerely,

Virginia Smith, MMC, CP
City Clerk/Paralegal

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit



please recycle

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

Item/Segment No.: 415964-1
District: 5
F.A.P. No.:
State Road No.:
County: FLAGLER
Parcel No.: 812

Public Disclosure Affidavit

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

COLUMBIAN CLUB OF FLAGLER COUNTY, INC.

in the capacity of

Name of corporation, trust, partnership, etc.

PRESIDENT

and; my full name

Affiant's Title (Pres., V.P., Trustee etc.)

and address is

CARMEN BONGIOVANNI

18 PORTICADA LN. Palm Coast, FL 32169

; and

Affiant's Name and Address

COLUMBIAN CLUB OF FLAGLER COUNTY, INC.

holds legal title

Name of corporation, trust, partnership, etc.

to the real estate described in **Attachment "A"** to this affidavit; and (select appropriate option)

☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on **Attachment "B"** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

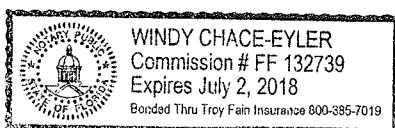
[Signature]
Affiant's Signature

CARMEN BONGIOVANNI
Print or Type Name of Affiant

State of Florida
County of Flagler

Sworn to and subscribed before me this 27th day of October, 2017
by Carmen Bongiovanni who is personally known to me or who has produced
as identification.

Notary's Signature: Windy Chace-Eyler
(Print, type or stamp name of notary public)



Attachment A
Insert Legal Description

Attachment "B"

Prepared by:
R. Michael Peel, P.E.
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Return to:
City Clerk
City of Palm Coast
160 Lake Avenue
Ste. 203
Palm Coast, FL 32164

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 27th day of October, 2017, by and between Columbian Club of Flagler County whose address is 51 Old Kings Rd., N. ("Licensor") and the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida, ("Licensee") whose address is 160 Lake Avenue, Palm Coast, FL 32164.

WITNESSETH:

WHEREAS, Licensor is the owner of that certain real property located at 51 Old Kings Road, Palm Coast, Flagler County, Florida, Tax ID Number 12-11-30-0000-01010-0020, and more particularly described in Map Book 6, Pages 20 and 21 and incorporated herein by reference (the "Licensor's Property"); and

WHEREAS, Licensee seeks a license to enter a portion of the Licensor's Property more particularly described as Parcel 812 in Exhibit "A" attached hereto and incorporated herein by reference (the "License Area"); and

WHEREAS, the parties desire to set forth the terms and conditions under which Licensee will be permitted to enter, occupy, and use the Licensor's Property.

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

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

Grant of License and Purpose. Licensee hereby grants to Licensee a non-exclusive license to occupy and use the License Area subject to the terms and conditions hereof. The License Area may be occupied and used by Licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features, including driveway connections, of the Licensor's Property with the roadway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date of construction start, and continuing until completion of the transportation project, or December 31, 2021, whichever date shall occur first ("Term").

2. Construction and Maintenance. Licensee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Area of the License Agreement. The Licensee shall also, at Licensee's cost and expense, restore, to the extent practical, areas within the License Agreement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
3. Use. Use of the License Agreement Area and entry upon the Property will at all times conform to and comply with the terms of this Agreement and all applicable governmental regulations now in existence or hereafter created.
4. Warranty of Title. Licensors hereby warrants that: (i) Licensors own the fee simple title to the Property, (ii) Licensors have good right and lawful authority to convey the access granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the License Agreement Area for the purposes contemplated herein.
5. Litigation and Attorneys' Fees. In the event it shall be necessary for Licensors or Licensee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
6. Entire Agreement. The making, execution and delivery of this License Agreement by Licensors has not been induced by any representations, statements, warranties, or agreements other than those contained herein. This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

Windy Chace Eyler

Windy Chace Eyler
(print)

Ryan Ford
(print)

LICENSOR

By: Carmen Bongiovanni

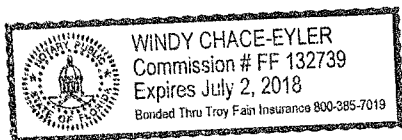
Print name: CARMEN BONGIOVANNI

Title: PRESIDENT

Address: 51 Old Kings Rd No.
Palm Coast, FL 32137

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 27th day of October, 2017, by Carmen Bongiovanni the President
(check one) ☒ who is personally known to me or ☐ who produced
as identification.



Windy Chace Eyler
Notary Public - State of Florida
Print Name: Windy Chace Eyler
My Commission expires: 7/2/2018

WITNESSES:

(print)

(print)

LICENSEE

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

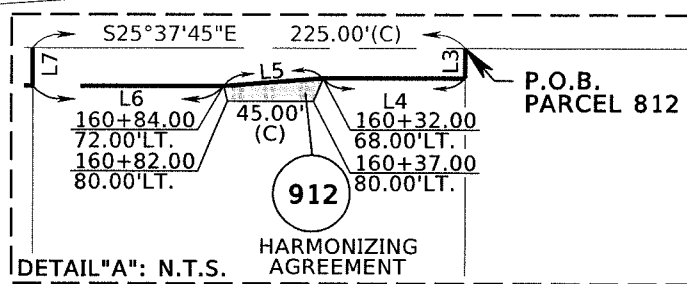
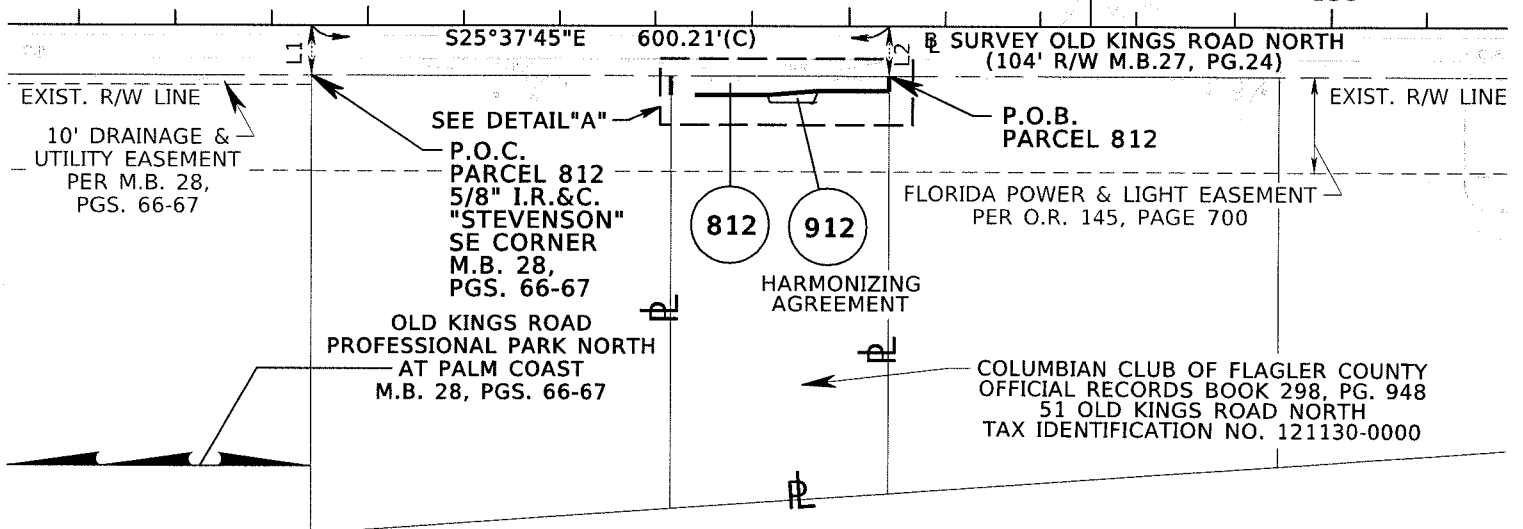
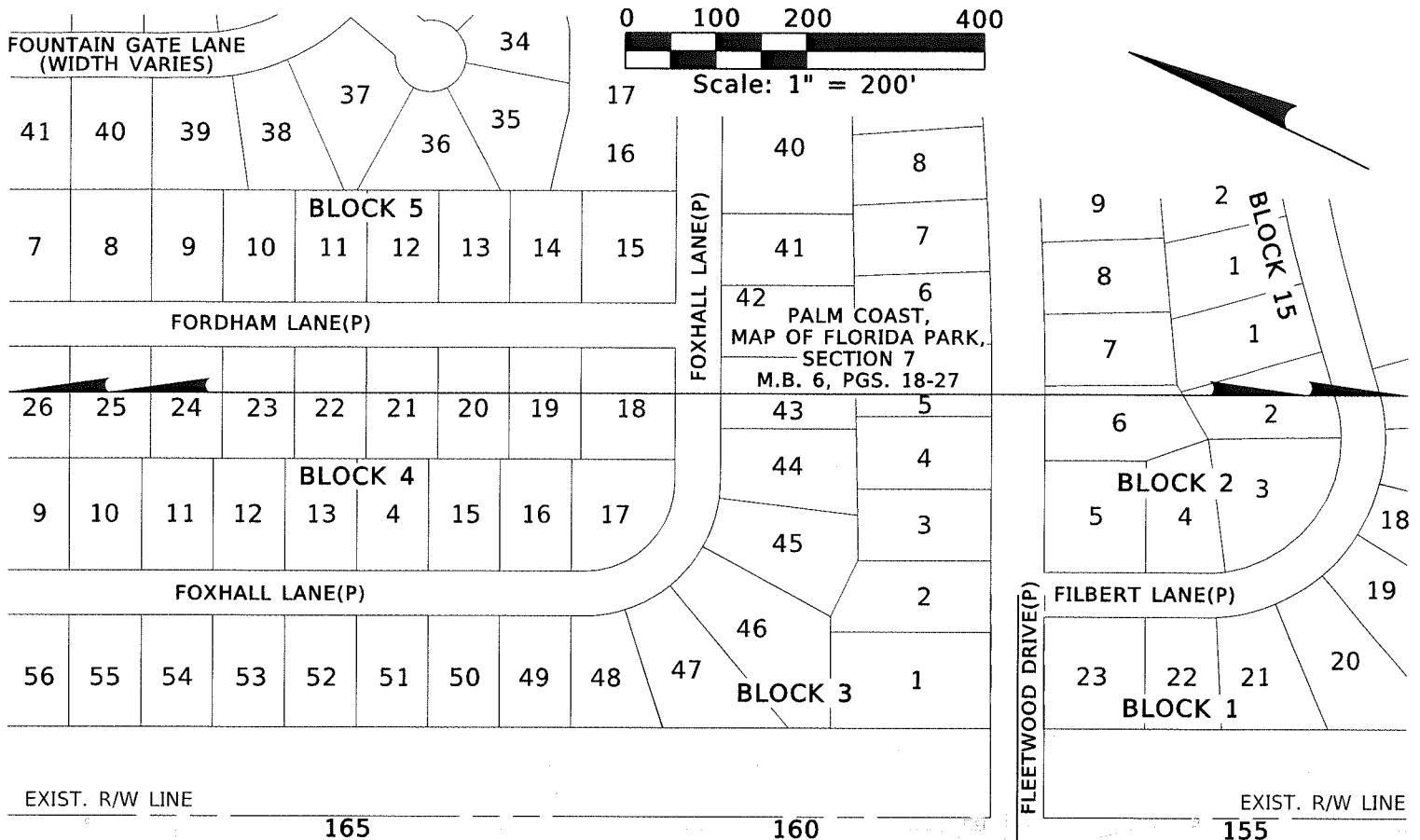
ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____



LINE TABLE		
L1	N64°22'15"E	52.00'(C)
L2	S64°22'15"W	52.00'(C)
L3	S64°22'15"W	16.00'(C)
L4	N25°37'45"W	73.33'(C)
L5	N30°01'40"W	52.15'(C)
L6	N25°37'45"W	99.67'(C)
L7	N64°22'15"E	20.00'(C)

				CITY OF PALM COAST, FLORIDA			
				SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
				OLD KINGS ROAD NORTH - PARCEL 812 & PARCEL 912			
				FLAGLER COUNTY			
		BY		DATE		PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	
		DRAWN		K.SCHMISEK		04-17-17	
		CHECKED		C.FAUST		04-21-17	
REVISION		BY		DATE		DRMP JOB NO. 13-0282.000	
						SECTION N/A	
						173 SHEET 3 OF 5	

**Parcel 812
Perpetual Easement
Old Kings Road North
Palm Coast, Florida**

A Part Of Section 7, Township 11 South, Range 31 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 5/8" Iron Rod With Cap, "Stevenson", Marking The Southeast Corner Of Old Kings Road Professional Park North At Palm Coast, Map Book 28, Pages 66-67 Of The Public Records Of Flagler County, Florida; Being On The Southwesterly Existing Right Of Way Line Of Old Kings Road North (A 104 Foot Right Of Way, As Per Map Book 27, Page 24, Of Said Public Records); Thence North 64°22'15" East, A Distance Of 52.00 Feet To The Baseline Of Survey Of Said Old Kings Road North; Thence South 25°37'45" East, A Distance Of 600.21 Feet; Thence South 64°22'15" West, A Distance Of 52.00 Feet To A Point On Aforesaid Southwesterly Existing Right Of Way Line And The **Point Of Beginning**; Thence South 64°22'15" West, A Distance Of 16.00 Feet; Thence North 25°37'45" West, A Distance Of 73.33 Feet; Thence North 30°01'40" West, A Distance Of 52.15 Feet; Thence North 25°37'45" West, A Distance Of 99.67 Feet; Thence North 64°22'15" East, A Distance Of 20.00 Feet To The Said Southwesterly Existing Right Of Way Line Of Old Kings Road North; Thence South 25°37'45" East, Along Said Southwesterly Existing Right Of Way Line, A Distance Of 225.00 Feet To The **Point Of Beginning**.

Containing 4,103 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 812 & PARCEL 912			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000
					SECTION N/A	174 SHEET 4 OF 5

Prepared by:
R. Michael Peel, P.E.
City of Palm Coast

Return to:
City Clerk
City of Palm Coast
160 Cypress Point Parkway, Ste. B-106
Palm Coast, FL 32164

INFRASTRUCTURE EASEMENT AGREEMENT

THIS INFRASTRUCTURE EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2017, by and between Columbian Club of Flagler County whose address is 51 Old Kings Rd., N. (“Grantor”) and the **CITY OF PALM COAST**, (“Grantee”) whose address is 160 Lake Avenue, Suite 213, Palm Coast, FL 32164.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain real property located in Palm Coast, Flagler County, Florida, more particularly described as set forth on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public infrastructure easement to, over, under, upon, across and through that certain portion of the Property which is described on Exhibit “B” attached hereto (hereinafter referred to as the “Easement Area”), for the construction, installation, operation, maintenance and repair, and all associated grading and earthwork, by Grantee, or its employees, agents or designees, of public infrastructure to include; roads, storm drainage, signalization, utility lines, mains, pipes, structures, electrical controls, cables and appurtenances (hereinafter referred to as the “Infrastructure”); and

WHEREAS, Grantor warrants that he has full authority to grant this easement.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Infrastructure.

3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Infrastructure located within the Easement Area.
4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore, to the extent practical, areas within the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.
6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.
7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.
8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
9. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.
10. Recordation. The original of this agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.
11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in Exhibit "A" and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Infrastructure Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

Daniel Lamperti
DANIEL LAMPERTI
(print)

Windy Chace Eyer
Windy Chace Eyer
(print)

GRANTOR

By: *Carmen Bongiovanni*

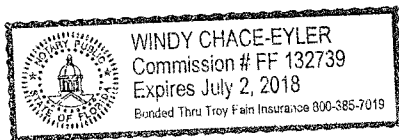
Print name: CARMEN BONGIOVANNI

Title: PRESIDENT

Address:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 29th day of October, 2017, by Carmen Bongiovanni the President
(check one) ☒ who is personally known to me or ☐ who produced
as identification.



Windy Chace Eyer
Notary Public - State of Florida
Print Name: Windy Chace Eyer
My Commission expires: 7/2/2018

WITNESSES:

(print)

(print)

GRANTEE

CITY OF PALM COAST

By: _____

Jim Landon, City Manager

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

EXHIBIT "A"

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 12, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE CENTERLINE INTERSECTION OF FLEETWOOD DRIVE (60' R/W) WITH OLD KINGS ROAD (104' R/W), ALL ACCORDING TO THE "SUBDIVISION MAP FLORIDA PARK - SECTION 7 AT PALM COAST" AS RECORDED IN MAP BOOK 6, PAGES 20 AND 21 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 25°37'42" WEST ALONG SAID CENTERLINE OF OLD KINGS ROAD 210.71 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 64°22'18" WEST 152.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A 100.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 145, PAGE 0700 OF SAID PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE LEAVING SAID EASEMENT CONTINUE SOUTH 64°22'18" WEST 336.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 95 (300' R/W); THENCE NORTH 29°43'07" WEST ALONG SAID RIGHT-OF-WAY 225.57 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 64°22'18" EAST 353.03 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 25°37'42" EAST 225.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

AND

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 12, TOWNSHIP 11 SOUTH, RANGE 30 EAST, BEING A PORTION OF A 100.00 FOOT WIDE EASEMENT TO FLORIDA POWER AND LIGHT, RECORDED IN OFFICIAL RECORDS BOOK 145, PAGE 0700 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE CENTERLINE INTERSECTION OF FLEETWOOD DRIVE (60' R/W) WITH OLD KINGS ROAD (104' R/W), ALL ACCORDING TO THE "SUBDIVISION MAP FLORIDA PARK - SECTION 7 AT PALM COAST" AS RECORDED IN MAP BOOK 6, PAGES 20 AND 21 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 25°37'42" WEST ALONG SAID CENTERLINE OF OLD KINGS ROAD 210.71 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 64°22'18" WEST 52.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID OLD KINGS ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID RIGHT-OF-WAY CONTINUE SOUTH 64°22'18" WEST 100.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT; THENCE NORTH 25°37'42" WEST ALONG SAID WESTERLY BOUNDARY OF EASEMENT 225.00 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY OF EASEMENT NORTH 64°22'18" EAST 100.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID OLD KINGS ROAD; THENCE SOUTH 25°37'42" EAST 225.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

**Parcel 812
Perpetual Easement
Old Kings Road North
Palm Coast, Florida**

Exhibit B

A Part Of Section 7, Township 11 South, Range 31 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 5/8" Iron Rod With Cap, "Stevenson", Marking The Southeast Corner Of Old Kings Road Professional Park North At Palm Coast, Map Book 28, Pages 66-67 Of The Public Records Of Flagler County, Florida; Being On The Southwesterly Existing Right Of Way Line Of Old Kings Road North (A 104 Foot Right Of Way, As Per Map Book 27, Page 24, Of Said Public Records); Thence North 64°22'15" East, A Distance Of 52.00 Feet To The Baseline Of Survey Of Said Old Kings Road North; Thence South 25°37'45" East, A Distance Of 600.21 Feet; Thence South 64°22'15" West, A Distance Of 52.00 Feet To A Point On Aforesaid Southwesterly Existing Right Of Way Line And The **Point Of Beginning**; Thence South 64°22'15" West, A Distance Of 16.00 Feet; Thence North 25°37'45" West, A Distance Of 73.33 Feet; Thence North 30°01'40" West, A Distance Of 52.15 Feet; Thence North 25°37'45" West, A Distance Of 99.67 Feet; Thence North 64°22'15" East, A Distance Of 20.00 Feet To The Said Southwesterly Existing Right Of Way Line Of Old Kings Road North; Thence South 25°37'45" East, Along Said Southwesterly Existing Right Of Way Line, A Distance Of 225.00 Feet To The **Point Of Beginning**.

Containing 4,103 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 812 & PARCEL 912			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A
			CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000
						SECTION N/A
						180
						SHEET 4 OF 5
REVISION	BY	DATE				

City of Palm Coast, Florida Agenda Item

Agenda Date : 11/28/2017

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	CALENDAR/WORKSHEET	
Background :		
Recommended Action :		



Meeting Calendar for 11/29/2017 through 12/31/2017

11/29/2017 5:30 PM

Citizens' Advisory Task Force
City Hall

12/5/2017 10:00 AM

Animal Control Hearing
City Hall

12/5/2017 6:00 PM

City Council
City Hall

12/6/2017 10:00 AM

Code Enforcement Board
City Hall

12/7/2017 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

12/12/2017 9:00 AM

City Council Workshop
City Hall

12/19/2017 9:00 AM

City Council
City Hall

12/20/2017 5:30 PM

Planning & Land Development Regulation Board
City Hall

#	File #	Item	Title	Staff
			Business Meeting 12/05/2017	
1		Resolution	Landscape Chemicals and Fertilization Purchase Agreement	Abreu
2		Resolution	Culvert Pipes Purchase Agreement	Abreu
3		Resolution	Parks N Rec Fees	Boyer
4		Resolution	Purchase ROW Old Kings Road-Columbian Club	Flanagan/Peel
5		Presentation	Video awards	Lane
6		Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
7		Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property	Papa
8		Ordinance	Rezoning Roberts Road - Smith Properties	Papa
9		Ordinance 1st	Amendment to FLUM Roberts Road	Papa
10		Ordinance 2nd	Marina Del Palma FLUM	Papa
11		Ordinance 2nd	Marina Del Palma Rezoning	Papa
			Workshop 12/12/2017	
1		Resolution	Installation/Replacement Pep Tanks	Adams/Ashburn
2		Resolution	Purchase of Micro C for Wastewater Treatment Plant #2	Adams/Ashburn
3		Resolution	Belle Terre/US 1 and Wellfield/US 1 Intersection Improvements	Castello/Cote
4		Resolution	Roadway Striping Services Agreement	Castello
5		Resolution	Design Signal Belle Terre/Market Ave	Castello/Cote
6		Resolution	LAP Agreement Lakeview Blvd	Cote
7		Ordinance	Charter Amendment Draft Ordinance (if any)	Council
8		Discussion	City Manager RFP Summation	Council
9		Resolution	CDBG Annual Report	Papa
			Business 12/19/2017	
1		Resolution	Installation/Replacement Pep Tanks	Adams/Ashburn
2		Resolution	Purchase of Micro C for Wastewater Treatment Plant #2	Adams/Ashburn
3		Presentation	2017 Annual Intracoastal Waterway Cleanup Event Results	Bevan
4		Resolution	Roadway Striping Services Agreement	Castello
5		Resolution	Design Signal Belle Terre/Market Ave	Castello/Cote
6		Resolution	Belle Terre/US 1 and Wellfield/US 1 Intersection Improvements	Castello/Cote
7		Resolution	LAP Agreement Lakeview Blvd	Cote
8		Ordinance	Charter Amendment Draft Ordinance (if any)	Council
9		Resolution	CDBG Annual Report	Papa
			Future	

1		Resolution	Annual Fire Inspection Fees	Alves
2		Resolution	WTP #1 Lime Sludge Removal, Hauling and Disposal	Adams
3		Resolution	WTP #1 Lime Slaking System Replacement	Adams
4		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Adams/Ashburn
5		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Adams/Ashburn
6		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
7		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
8		Ordinance	Draft charter amendments (1/9/2018)	Council
9		Ordinance 1st	Charter amendments (1/16/2018)	Council
10		Ordinance 2nd	Charter amendments (2/6/2018) for General Election	Council
11		Resolution	Property Exchange NECGA	Falgout
12		Resolution	Purchase Fire Truck	Forte
13		Presentation	Health and Safety Calendar Contest	Mini
14		Ordinance 1st	Coastal Trace FLUM	Papa
15		Ordinance 1st	Coastal Trace Rezoning	Papa
16		Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
17		Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property	Papa
18		Ordinance	Rezoning Roberts Road - Smith Properties	Papa
19		Resolution	FiberNet	Streischsbier
20		Ordinance	Wireless Master Plan	Streischsbier