

Prepared by and return to:

City Clerk
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT ("Agreement") is made and entered into by and between the **City of Palm Coast, a municipal corporation organized and existing under the laws of the State of Florida** (hereinafter referred to as the "City"), whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164; **JTL Grand Landings Development LLC**, a Texas limited liability company, whose address is 16660 Dallas Parkway, Ste 1600, Dallas, Texas 75248 (hereinafter referred to as the "JTL"); and **S.E. Cline Construction, Inc., a Florida Corporation**, 18 Utility Drive, Palm Coast, Florida 32137 (hereinafter referred to as "Cline"), this 22nd day of June, 2021, (the "Effective Date"). JTL and Cline as sometimes referred to herein as the "Owners".

WITNESSETH:

WHEREAS, JTL is the owner of certain real property located in Flagler County, Florida, consisting of approximately 36 acres, which real property is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "JTL Property"); and

WHEREAS, Cline is the owner of certain real property located in Flagler County, Florida, consisting of approximately 4.480 acres, which real property is more particularly described in Exhibit "B" attached hereto (hereinafter referred to as the "Cline Property"); and

WHEREAS, the JTL Property is assigned the Residential: Low Density/Rural Estate future land use designation under the provisions of the Flagler County Comprehensive Plan; and

WHEREAS, the Cline Property is assigned the Residential: Low Density/Rural Estate future land use designation under the provisions of the Flagler County Comprehensive Plan; and

WHEREAS, the JTL Property is assigned the Planned Unit Development zoning classification under the provisions of the Land Development Code of Flagler County; and

WHEREAS, the Cline Property is assigned the Planned Unit Development zoning classification under the provisions of the Land Development Code of Flagler County; and

WHEREAS, under Section 171.044(1), *Florida Statutes*, property sought to be annexed must be reasonably compact and contiguous to the boundaries of the annexing municipality; and

WHEREAS, the JTL Property and Cline Property are reasonably compact and contiguous and will not result in the creation of any enclaves, and will otherwise satisfy all requirements for voluntary annexation set forth in Chapter 171, *Florida Statutes*; and

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

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

WHEREAS, the City desires to ensure that the use and development of the JTL Property and Cline Property and adjacent City land uses are compatible with surrounding land uses, that adequate public facilities exist or will be in place concurrent with the impact of such use or development in the manner required by applicable law, and that such use or development and the City's Comprehensive Plan are or will be consistent; and

WHEREAS, the City JTL and Cline desire to implement land use densities and intensities that are compatible with the beneficial economic development of the City and the appropriate development of the Property for its highest and best use, taking into account sound land planning and business principles, and in a manner compatible with the planned and projected reasonable use of its adjacent environs; and

WHEREAS, the City JTL and Cline agree that adequate public facilities and services can and will be available at the time of development being constructed and occupied for use, in accordance with applicable laws regarding concurrency; and

WHEREAS, the parties agree that all development of the Property will be accomplished in a manner which protects and preserves important and valuable natural resources; and

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

WHEREAS, this Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan, Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*; and other applicable law; and serves and advances a vital public purpose; and

WHEREAS, the City has found and determined that the City's interest will be best served by annexing the Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed use and development of the JTL Property and Cline Property is in accordance with the City Comprehensive Plan and land development regulations; and

WHEREAS, JTL seeks to obtain for the JTL Property the benefits and privileges of inclusion within the boundaries of the City which includes the designation of the JTL Property on the City Comprehensive Plan's Future Land Use Map and the assignment of zoning categories to allow the most appropriate development of the JTL Property and the provisions of all services, facilities, and utilities as are available to all residents of the City; and

WHEREAS, Cline seeks to obtain for the Cline Property the benefits and privileges of inclusion within the boundaries of the City which includes the designation of the Cline Property on the City Comprehensive Plan's Future Land Use Map and the assignment of zoning categories to allow the most appropriate development of the Cline Property and the provisions of all services, facilities, and utilities as are available to all residents of the City; and

WHEREAS, upon the parties' compliance with their respective obligations under this Agreement, the development of the JTL Property and the Cline Property will be consistent with the City Comprehensive Plan and land development regulations.

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

Section 1. Recitals.

(A) The above recitals are adopted as the findings of the City of Palm Coast City Council.

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

Section 2. Annexation. This Agreement, upon execution by the Owners, shall serve as and constitute an annexation petition by the Owners for the annexation of the JTL Property and the Cline Property into the City provided that the City shall thereafter annex the JTL Property and the Cline Property into the City subject to the terms and conditions of this Agreement.

Section 3. No Annexation Fees. It is understood and agreed that no fees, costs or expenses will be charged to or become due from the Owners to the City or to any other governmental authority, private individual or entity on account of or in connection with the City's review and processing of the annexation petition or the annexation of the JTL Property and the Cline Property into the corporate limits of the City; provided, however, that the Owners shall pay their own attorney's fees and consulting fees.

Section 4. Public Facilities.

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

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

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

(D) Except as otherwise provided herein, the City will provide water and sewer services to the JTL Property and the Cline Property, subject to standard requirements relating to

contributions-in-aid-of-construction, payment of connection fees, dedication of lift stations and other sites, granting of appropriate easements, and dedication of other facilities as necessary or appropriate. Owners will execute the necessary standard City Utility Agreement at the appropriate time and connect to water and sewer as soon as it is available.

Section 5. Land Use and Development Approvals.

(A) The JTL Property.

(i) The City staff has generally evaluated the suitability of developing the JTL Property as a borrow pit for soil extraction, and the City staff generally concurs that the JTL Property is suitable for this purpose, and that such development and use can provide for a pattern of harmonious and transitioned land uses, generally comports with sound and generally accepted land use planning and development practices and principles, and that such use will benefit the City's residents.

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

(iii) JTL acknowledges that the City cannot contract to approve specific comprehensive plan or zoning amendments. The City's only obligation with respect to comprehensive plan and rezoning amendments is to initiate and process the applications expeditiously, consistent with JTL's proposed uses for the JTL Property, consider all evidence presented in support of and in opposition to the amendments and make decisions to approve or deny the amendments based upon the legal standards that govern actions by local governments when considering comprehensive plan and zoning amendments. In partial consideration for JTL entering into this Agreement, the City will initiate and process applications for a comprehensive plan amendment to the Industrial FLUM Land Use Category; for a rezoning to the IND-2 zoning district; and for a special exception to allow the borrow pit for soil extraction consistent with JTL's proposed use for the JTL Property.

(iv) JTL will submit to the City such applications and such other documentation and support data and analysis and comply with all procedures set forth in the City's Land Development Regulations as may be normally and customarily required by the City for platting parcels, site plan applications and applications for any and all other development approvals, orders and permits. JTL acknowledges and agrees that the City will not be responsible for any fees, costs, expenses or other financial expenses resulting to JTL if applications are denied in accordance with the provisions of the City's Land Development Regulations or state law.

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

(vi) JTL and the City acknowledge that the JTL Property may have value at the end of the productive cycle of the borrow pit activities for use as compensating storage for surface water and stormwater and other uses. JTL may, but shall not be obligated to, offer the JTL Property for sale to the City on terms to be negotiated by the parties. The City shall not be obligated to accept any offer to purchase or otherwise acquire the JTL Property. The City decision to purchase or otherwise acquire title to the JTL Property shall be based on the expected benefits that will accrue to the City from the ownership of the JTL Property. These benefits may be based on, but are not limited to, the use of the JTL Property for compensating storage of surface water and stormwater.

(B) The Cline Property.

(i) The City staff has generally evaluated the suitability of developing the Cline Property as a borrow pit for soil extraction, and the City staff generally concurs that the Cline Property is suitable for this purpose, and that such development and use can provide for a pattern of harmonious and transitioned land uses, generally comports with sound and generally accepted land use planning and development practices and principles, and that such use will benefit the City's residents.

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

(iii) Cline acknowledges that the City cannot contract to approve specific comprehensive plan or zoning amendments. The City's only obligation with respect to comprehensive plan and rezoning amendments is to initiate and process the applications expeditiously, consistent with Cline's proposed uses for the Cline Property, consider all evidence presented in support of and in opposition to the amendments and make decisions to approve or deny the amendments based upon the legal standards that govern actions by local governments when considering comprehensive plan and zoning amendments. In partial consideration for Cline entering into this Agreement, the City will initiate and process applications for a comprehensive plan amendment to the Industrial FLUM Land Use Category; for a rezoning to the IND-2 zoning district; and for a special exception to allow the

borrow pit for soil extraction consistent with Cline's proposed use for the Cline Property.

(iv) Cline will submit to the City such applications and such other documentation and support data and analysis and comply with all procedures set forth in the City's Land Development Regulations as may be normally and customarily required by the City for platting parcels, site plan applications and applications for any and all other development approvals, orders and permits. Cline acknowledges and agrees that the City will not be responsible for any fees, costs, expenses or other financial expenses resulting to Cline if applications are denied in accordance with the provisions of the City's Land Development Regulations or state law.

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

(vi) Cline and the City acknowledge that the Cline Property may have value at the end of the productive cycle of the borrow pit activities for use as compensating storage for surface water and stormwater and other uses. Cline may, but shall not be obligated to, offer the Cline Property for sale to the City on terms to be negotiated by the parties. The City shall not be obligated to accept any offer to purchase or otherwise acquire the Cline Property. The City decision to purchase or otherwise acquire title to the Cline Property shall be based on the expected benefits that will accrue to the City from the ownership of the Cline Property. These benefits may be based on, but are not limited to, the Cline Property's use for compensating surface water and stormwater storage.

Section 6. Conflicts. All building codes, zoning ordinances and other land development regulations of the City, including, without limitation, any concurrency requirements and the City Comprehensive Plan and/or any similar plans adopted by the City as may be amended from time to time, will be applicable to the JTL Property and the Cline Property.

Section 7. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and the Owners agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement including, but not limited to, the execution and/or recordation of further instruments; provided, however, that the City's obligations shall be subject to such limitations of law as may be applicable to municipalities.

Section 8. Limitations of Remedies. The parties will not pursue an award of monetary damages for a breach of or non-performance under this Agreement. The only remedies available against the non-performing party will be either to withhold further performance under this Agreement until the non-performing party cures the non-performance or seek a court order from the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida requiring the non-performing party to fulfill its obligations under this Agreement. The City will not be deemed to have waived sovereign immunity in any manner or respect.

Section 9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective designated representatives, successors and assigns.

Section 10. Effectiveness of Agreement. This Agreement will become effective upon its being duly executed by both of the parties hereto. If, for any reason, the City does not annex the JTL Property and the Cline Property by **December 31, 2021**, then either party may terminate this Agreement by notice to the other party in which event this Agreement will terminate and be of no further force or effect, and the Owners will be entitled to record, at the City's expense, a Notice of Termination of this Agreement in the Public Records of Flagler County, Florida.

Section 11. Time Of The Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 12. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owners and their respective successors in interest.

Section 13. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Further, to the extent permissible under the laws of the State of Florida, if there is a conflict between this Agreement and the terms of the City Code, the terms of this Agreement shall control.

Section 14. Binding Effect. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 15. Recording. Upon the Owners' execution of this Agreement, the City shall at the City's sole cost and expense, record a fully executed counterpart of the Owners signed counterpart of this Agreement in the Public Records of Flagler County, Florida, and similarly upon the City's execution of this Agreement, the City shall at the City's sole cost and expense, record a fully executed counterpart of the City signed counterpart of this Agreement in the Public Records of Flagler County, Florida.

Section 16. Choice of Law and Venue. Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida.

Section 17. Effect on Change in Law. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the parties hereto; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the parties to provide for development of the Property in accordance with the terms and conditions hereof, except where required by law.

Section 18. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arms length negotiations between the City and the Owners and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

Section 19. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

Section 20. Captions / Exhibits.

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

(B) The exhibit to this Agreement is hereby incorporated into this Agreement and is an integral part of this Agreement.

Section 21. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Property, and all parts and parcels thereof, and this Agreement shall be binding upon and inure to the benefit of both the City and the Owner and its assigns and successors in interest to the said Property, and all parts and parcels thereof.

Section 22. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

Section 23. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States

mail, postage prepaid, certified mail, return receipt requested: or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City: City Manager
City of Palm Coast
City Hall
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

To JTL: JTL GRAND LANDINGS DEVELOPMENT LLC
ATTN: DAVID M. WEST
16660 DALLAS PARKWAY, STE 1600
DALLAS, TX 75248

With copies to: Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, FL 32137

To Cline: S.E. CLINE CONSTRUCTION, INC.
ATTN: SCOTT SOWERS
PO BOX 354425
PALM COAST, FL 32135-4424

With copies to: Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, FL 32137

Section 24. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and the Owners with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein.

Section 25. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

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

Attest:


Virginia Smith, City Clerk

STATE OF FLORIDA

COUNTY OF FLAGLER)

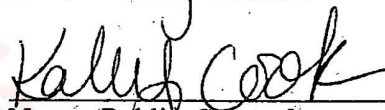
City of Palm Coast

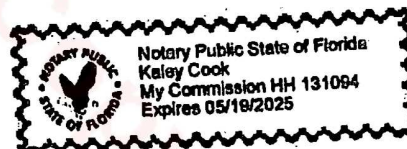

Eddie Branquinho, Mayor

* Council approved this
Pre Annexation Agreement
On June 22, 2021

The foregoing instrument was acknowledged before me this 19th day of August, 2021, by **Virginia Smith** and Eddie Branquinho, the Clerk and Mayor respectively, for and on behalf of the City of Palm Coast, Florida, who are personally known to me and who did not take an oath.

WITNESS my hand and official seal this 19th day of August, 2021.


Notary Public, State of
My Commission Expires:



WITNESSES:

S.E. CLINE CONSTRUCTION, INC.

A Florida Corporation

Luanne Waters

Signature

By: Scott D. Sowers
Scott D. Sowers, PresidentLuanne Waters
Print NameERL
SignatureEric Rush
Print Name

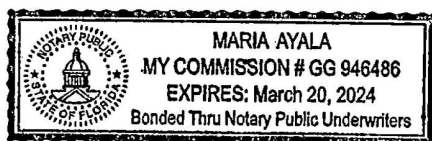
STATE OF FLORIDA)

COUNTY OF Flagler)

The foregoing instrument was acknowledged before by means of physical presence online notarization this 29th day of June, 2021, by Scott D. Sowers as President of **S.E. CLINE CONSTRUCTION, INC.**, a Florida Corporation, on behalf of the corporation. He is personally known to me or produced N/A as identification.

Maria Ayala
Signature

(Seal)

Maria Ayala
Printed Name

WITNESSES:

JTL GRAND LANDINGS
DEVELOPMENT LLC

A Texas limited liability company

Whitney Reed
Signature

By: [Signature]
David M. West, Manager

Whitney Reed
Print Name

Ruben Rodriguez
Signature

Ruben Rodriguez
Print Name

STATE OF

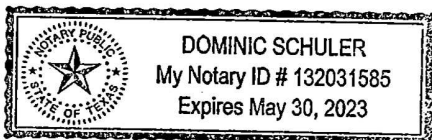
Texas)

COUNTY OF

Dallas)

The foregoing instrument was acknowledged before by means of ☒ physical presence ☐ online notarization this 29 day of June, 2021, by David M. West as Manager of JTL GRAND LANDINGS DEVELOPMENT LLC, a Texas limited liability company, on behalf of the company. He is personally known to me or produced as identification.

(Seal)



[Signature]
Signature

Dominic Schuler
Printed Name

EXHIBIT "A"

LEGAL DESCRIPTION OF JTL PROPERTY

A PARCEL OF LAND LYING IN GOVERNMENT 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING PART OF PARCEL 413, RECORDED IN OFFICIAL RECORDS BOOK 601, PAGES 1989 THROUGH 2025, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF GOVERNMENT SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE NORTH 89°00'48" EAST ALONG THE SOUTH LINE OF GOVERNMENT SECTION 17 A DISTANCE OF 1321.07 FEET, THENCE DEPARTING SAID SOUTH LINE OF GOVERNMENT SECTION 17, RUN NORTH 00°35'15" WEST A DISTANCE OF 24.45 FEET TO A POINT ON THE NORTHERLY LINE OF IROQUOIS WATERWAY (175'R/W) RECORDED IN OFFICIAL RECORDS BOOK 549, PAGE 966, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTH LINE OF IROQUOIS WATERWAY NORTH 00°35'15" WEST ALONG THE EAST BOUNDARY OF THE FLAGLER COUNTY AIRPORT LANDS A DISTANCE OF 986.72 FEET, THENCE DEPARTING SAID AIRPORT LANDS RUN NORTH 90°00'00" EAST A DISTANCE OF 2361.75 FEET, THENCE SOUTH 48°13'23" WEST A DISTANCE OF 1204.42 FEET, THENCE SOUTH 32°31'14" WEST A DISTANCE OF 191.60 FEET TO A POINT ON THE NORTH LINE OF IROQUOIS WATERWAY, THENCE SOUTH 89°02'14" WEST ALONG THE NORTH LINE OF IROQUOIS WATERWAY A DISTANCE OF 1350.63 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 17, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING PART OF PARCEL 413, RECORDED IN OFFICIAL RECORDS BOOK 601, PAGES 1989 THROUGH 2025, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF GOVERNMENT SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE N89°00'48"E ALONG THE SOUTH LINE OF GOVERNMENT SECTION 17 A DISTANCE OF 1321.07 FEET, THENCE DEPARTING SAID SOUTH LINE OF GOVERNMENT SECTION 17, RUN N00°35'15"W A DISTANCE OF 24.45 FEET TO A POINT ON THE NORTHERLY LINE OF IROQUOIS WATERWAY (175'R/W) RECORDED IN OFFICIAL RECORDS BOOK 549, PAGE 966, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA: THENCE ALONG SAID NORTH LINE OF IROQUOIS WATERWAY N89°02'14"E A DISTANCE OF 1061.17 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE OF IROQUOIS WATERWAY N00°57'46"W A DISTANCE OF 99.27 FEET; THENCE N78°24'57"E A DISTANCE OF 33.20 FEET; THENCE S76°47'45"E A DISTANCE OF 36.29 FEET; THENCE N87°34'54"E A DISTANCE OF 23.34 FEET;

THENCE N20°34'23"E A DISTANCE OF 27.45 FEET; THENCE N03°57'33"E A DISTANCE OF 43.73 FEET; THENCE N10°52'17"E A DISTANCE OF 21.86 FEET; THENCE N42°06'06"E A DISTANCE OF 33.83 FEET; THENCE N31°09'27"E A DISTANCE OF 39.99 FEET; THENCE N19°03'13"E A DISTANCE OF 19.88 FEET; THENCE N29°33'08"W A DISTANCE OF 38.12 FEET; THENCE N04°49'30"W A DISTANCE OF 38.55 FEET; THENCE N52°44'56"W A DISTANCE OF 37.82 FEET; THENCE N56°54'24"E A DISTANCE OF 44.85 FEET; THENCE N70°01'58"E A DISTANCE OF 45.97 FEET; THENCE N88°26'37"E A DISTANCE OF 44.22 FEET; THENCE N73°41'17"E A DISTANCE OF 41.37 FEET; THENCE S85°08'08"E A DISTANCE OF 28.97 FEET; THENCE N38°22'37"E A DISTANCE OF 30.14 FEET; THENCE N42°28'47"E A DISTANCE OF 32.13 FEET; THENCE N40°58'35"E A DISTANCE OF 32.34 FEET; THENCE N62°37'37"E A DISTANCE OF 17.93 FEET; THENCE S63°27'00"E A DISTANCE OF 30.60 FEET; THENCE S80°05'03"E A DISTANCE OF 26.09 FEET; THENCE S63°43'34"E A DISTANCE OF 31.63 FEET; THENCE N56°01'37"E A DISTANCE OF 17.91 FEET; THENCE S64°27'47"E A DISTANCE OF 49.59 FEET; THENCE N57°46'43"E A DISTANCE OF 16.51 FEET; THENCE N13°03'00"E A DISTANCE OF 19.10 FEET; THENCE N03°40'15"E A DISTANCE OF 25.85 FEET; THENCE N31°33'28"E A DISTANCE OF 23.50 FEET; THENCE N68°21'59"E A DISTANCE OF 25.02 FEET; THENCE N56°39'38"E A DISTANCE OF 28.25 FEET; THENCE N75°01'26"E A DISTANCE OF 27.97 FEET; THENCE N67°43'25"E A DISTANCE OF 30.95 FEET; THENCE N77°32'23"E A DISTANCE OF 19.58 FEET; THENCE N79°55'15"E A DISTANCE OF 19.88 FEET; THENCE S81°29'37"E A DISTANCE OF 54.16 FEET; THENCE S38°34'48"E A DISTANCE OF 17.95 FEET; THENCE S79°45'54"E A DISTANCE OF 20.03 FEET; THENCE N50°13'08"E A DISTANCE OF 25.08 FEET; THENCE N37°44'32"E A DISTANCE OF 25.23 FEET; THENCE S87°08'05"E A DISTANCE OF 23.79 FEET; THENCE S84°56'36"E A DISTANCE OF 23.77 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1329, PAGE 1281, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S48°13'23"W ALONG SAID EASTERLY LINE A DISTANCE OF 621.91 FEET; THENCE S32°31'14"W CONTINUING ALONG SAID EASTERLY LINE A DISTANCE OF 191.60 FEET TO A POINT A THE AFORESAID NORTHERLY LINE OF IROQUOIS WATERWAY; THENCE S89°02'14"W ALONG SAID NORTHERLY LINE A DISTANCE OF 289.46 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

LEGAL DESCRIPTION OF CLINE PROPERTY

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