

**SEMINOLE PALMS
IMPACT FEE PREPAYMENT, CITATION BOULEVARD EXTENSION AND
LAND EXCHANGE AGREEMENT**

THIS **IMPACT FEE PREPAYMENT, CITATION BOULEVARD EXTENSION AND LAND EXCHANGE** Agreement (this "Agreement") is made and entered into as of the 29 day of October, 2021 by and between **Kolter Group Acquisitions LLC**, a Florida limited liability company, having an address at 105 NE 1st ST, Delray Beach, Florida 33444 ("Developer") and the **City of Palm Coast**, a Florida municipal corporation, having an address at 160 Lake Avenue, Palm Coast, Florida 32164 (the "City").

RECITALS

- A. The Developer is under contract to acquire a 228.58± acre tract of land located in Flagler County, Florida from M.L. CARTER SERVICES, INC., a Florida corporation, as trustee of the Carter-Flagler Seminole Woods Land Trust and more particularly described in the attached **EXHIBIT "A"** ("**Kolter Property**");
- B. The City is the owner of a tract of land approximately 11.6± acres in size located in Flagler County, Florida and more particularly described in the attached **EXHIBIT "B"** (the "**City Property**").
- C. The Developer plans to develop a residential project known as SEMINOLE PALMS ("**SEMINOLE PALMS**" or the "**Project**") on both the Kolter Property and the City Property as generally depicted in the preliminary conceptual

plan attached as **EXHIBIT "C"** (the "Concept Plan"). The Kolter Property and the City Property are collectively referred to herein as the "Project Area".

- D. The Developer will not develop the Project as depicted in the Concept Plan without construction of an extension of Citation Boulevard from Seminole Woods Boulevard as depicted on the Concept Plan (the "Citation Extension").
- E. The Developer has agreed to convey lands for right of way, stormwater ponds and floodplain compensation needed to construct the Citation Extension on the Kolter Property as generally depicted on the attached **EXHIBIT "D"** (the "Developer Exchange Property").
- F. To accommodate the loss of developable acreage caused by the Developer's conveyance to the City for the Citation Extension and the benefits it will bring to the City, the City has agreed to convey the City Property to the Developer to be incorporated into the SEMINOLE PALMS project.
- G. In order to move forward with the SEMINOLE PALMS project, the Future Land Use Map designation under the City's Comprehensive Plan will need to be amended to the Residential future land use designation for portions of the Project Area (the "FLUM Amendment").
- H. In order to move forward with the SEMINOLE PALMS project, the zoning map designation for the Project Area will need to be amended to Master Planned Development to permit development consistent with the

Conceptual Plan and a Master Planned Development Agreement (the "Rezoning").

- I. In order to move forward with the SEMINOLE PALMS project, the Developer will need to obtain a Letter of Map Amendment from the Federal Emergency Management Agency to confirm that the maximum elevation of the floodplain within the Project Area is 24.7 feet or lower (the "Maximum Flood Elevation").
- J. Whenever an action or approval of the City is referred to herein, except for actions relating to the City Council, the action or approval shall be taken by the City Manager, or designee.
- K. Whenever an action, right or eligibility of the Developer is referred to herein, the action may be taken by, or the right or eligibility may belong to a community development district that the Developer plans to establish for SEMINOLE PALMS (the "CDD"), but the Developer shall have primary responsibility for all actions that are the obligation of the Developer. Establishment of a CDD does not relieve the Developer of its obligations required herein. Establishment of the CDD is contingent on City approval.
- L. All covenants and conditions set forth herein are agreed to by the Developer and represent covenants which touch and concern SEMINOLE PALMS and run with the land and are thereby binding upon the transferees, successors and assigns of the Developer.
- M. The City is using all Developer impact fees consistent with the Florida Statutes 163.31801 and Section 29-36 of the Code of Ordinances.

- N. The City finds that the Citation Extension is an important capital project with many benefits to the City, as it is providing capacity improvement between Belle Terre Blvd and Seminole Woods Blvd.
- O. Through the use of Developer's pre-paid impact fees, the City is able to construct the Citation Extension years sooner than anticipated.
- P. The Citation Extension will significantly decrease the response time for fire and other emergency response, and it will eliminate the need to construct two separate fire stations to serve the areas along Seminole Woods Boulevard and U.S. 1, resulting in significant cost savings to the City.
- Q. With construction costs rising, constructing Citation Extension now with Developer's pre-paid impact fees rather than later when those fees are due under the statute and code saves the City construction costs.
- R. As an added benefit to the City, the Developer is conveying the Developer Exchange Property, which includes right of way, stormwater ponds and floodplain compensation. The Developer Exchange Property consists of 19.11 acres, and it is anticipated that the appraisals will establish that the value of the Developer Exchange Property exceeds that of the City Property, which consists of only 10.78 acres.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:

PART I
Recitals and Authorization

- A. The above Recitals are hereby adopted and incorporated into this Agreement.
- B. The Developer's authorized agent is Eric Morrisette whose principal place of business is Kolter Group Acquisitions LLC, having an address at Kolter Land Tampa Office, 14025 Riveredge Dr., Suite 175, Tampa, FL 33637); telephone number 813-615-1244.

PART II
Land Exchange

- A. **Valuation and Exchange of Lands.** The City shall convey the City Property to the Developer and the Developer shall convey the Developer Exchange Property after the execution of this Agreement but prior to the approval of the preliminary plat development order for the first phase of the Project. The preliminary plat for the first phase of the Project ("Phase 1 Submittal") shall include the design for the Citation Extension in its entirety from the current termination point to the west of the Kolter Property to Seminole Woods Boulevard, as shown on the map showing the Developer Exchange Property attached as **Exhibit "D"**. The parties acknowledge that the final boundaries of the Developer Exchange Property may be adjusted to conform to the final design of the Citation Extension. Developer will provide City a survey of the Citation Extension in its entirety before conveyance to the City. The final metes and bounds description of the Developer Exchange Property delivered by the Developer to the City

and approved by the City as part of the Phase 1 Submittal shall be the legal description of the Developer Exchange Property to be conveyed to the City. Construction of the Citation Extension shall not commence until the Developer conveys the property required for it to the City. The Developer shall convey the lands required for the Citation Extension by Special Warranty Deed and may take advantage of any tax benefits that may accrue from the conveyance of lands required for the Citation Extension. The City makes no representations regarding Developer's ability to obtain any tax benefits from the conveyance. The City will convey the City Property by quitclaim deed. Appraisals will be obtained to determine the value of the City Property and Developer Exchange Property. The City and the Developer shall mutually agree on the appraiser to perform the appraisals of the land exchange properties and will each be responsible for one-half (1/2) the costs of the appraisals. The parties agree to be bound by the values for the City Property and the Developer Exchange Property as determined by the appraiser.

- B. **Conditions to Closing.** The obligation of each Party to consummate the Closing contemplated is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part in writing by the Party benefited by the condition). If any of the following conditions are not satisfied, the Party benefited by such unsatisfied condition may terminate this Agreement by giving the other Party written notice.

- a. **Correctness of Representations and Warranties.** The representations and warranties of the Parties are true on and as of Closing with the same force and effect as if such representations and warranties had been first made on and as of Closing.
- b. **Compliance by Parties.** The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by it prior to or as of Closing.
- c. The complete execution of this Agreement and the approval of this Agreement by City at a public meeting, pursuant to § 166.045, Fla. Stat.
- d. Satisfaction of all of the Developer Conditions, as defined in Part IV, Section E, below.

C. **Warranties and Representations.** Developer makes the following warranties, representations and covenants to City with respect to the conveyance of the Developer Exchange Property, and City makes the following warranties, representations and covenants to Developer with respect to the conveyance of the City Property, which warranties, representations and covenants shall survive Closing.

- a. **Marketable Title.** Developer will have good and insurable title to the Developer Exchange Property on or before the Closing; and City has good and marketable title to the City Property, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security

interests, covenants, conditions, restrictions, rights-of-way, easements, reservations, judgments, lis pendens and other matters affecting title.

- b. **Foreign Person or Entity.** Neither Party is a “foreign person” or “disregarded entity” as contemplated by Section 1445 of the Code. Neither Party nor any of its affiliates is a person or entity with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24, 2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (“Blocked Persons”), and, to the best of each Party’s knowledge, neither it nor any of its affiliates engage in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person.

D. **Covenants Pending Closing.** Following the execution of this Agreement and prior to Closing:

- a. **No Transfers.** Neither Party shall knowingly transfer, sell, assign or otherwise dispose of or pledge, mortgage, hypothecate or otherwise encumber, or lease or sublease all or any portion of their respective exchange property, or any interest during the pendency of this Agreement.

- b. **Insurance.** Each Party shall maintain hazard and liability insurance in amounts not less than the amount currently carried regarding their respective exchange property and all such policies shall be kept in full force and effect until Closing.

E. Access, Investigations and Inspections.

- a. Developer and Developer's authorized representatives are granted the free right and privilege, at Developer's sole expense, to enter upon the City Property at reasonable times during the Inspection Period to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and environmental tests or investigations as Developer may desire. Developer indemnifies City against all liability, damage, claim, cost and expense resulting therefrom, or suffered or incurred by City because of any exercise of such right of entry by Developer and Developer's agents or consultants on Developer's behalf, including, without limitation, any damage to property, injury to or death of persons and any mechanic's or professional liens arising therefrom, except that Developer shall have no responsibility to City, and Developer and Developer's agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or subterranean structures or utilities that were known to City and not previously disclosed to Developer. City shall promptly deliver to

Developer any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) City has within City's knowledge or control or of which City is aware regarding the condition of the City Property and/or any structures or utilities that may be present on the City Property.

- b. City and City's respective authorized representatives are granted the free right and privilege, at such Party's sole expense, to enter upon the Developer Exchange Property at reasonable times during the Inspection Period after reasonable prior notice to Developer to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and environmental tests or investigations as City may desire. City indemnifies Developer against all liability, damage, claim, cost and expense resulting from exercising City's right, or suffered or incurred by Developer because of any exercise of such right of entry by City and City's agents or consultants on City's behalf, including without limitation, any damage to property, injury to or death of persons, and any mechanic's or professional liens arising therefrom, not to include incidental or consequential damages, such as lost profits. City and City's agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or

subterranean structures or utilities that were known to Developer and not previously disclosed to City. Developer shall promptly deliver to City any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) Developer has within Developer's knowledge or control or of which Developer is aware regarding the condition of the Developer Exchange Property and/or any structures or utilities that may be present on the Developer Exchange Property.

- c. **Inspection Period.** The parties shall have until the date of Closing (herein the "Inspection Period") in which to conduct an investigation of the respective properties, including, by way of illustration and not in limitation: inspections as to the physical condition of the property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the property which the parties may deem necessary or relevant to the property. Should either party for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then either party may, prior to the expiration of the Inspection Period, terminate this Agreement by written notice thereof.

F. Provisions Regarding Closing.

- a. **Closing Date.** The transaction contemplated by this Agreement shall be closed (the "**Closing**"), and the exclusive possession of the respective properties, free of all occupants, shall be delivered to Developer and City at Closing. The Closing shall be the later of: thirty (30) days from the Effective Date of this Agreement; or within thirty (30) days of the date the City approves the construction plans for the Citation Extension submitted by the Developer with the Phase 1 Submittal.
- b. **Evidence of Title as to Property to be Conveyed to Developer by City.** Developer, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Developer (the "Title Insurance Company"), if the Title Insurance Company will insure based on a quitclaim deed, in the amount equal to the appraisal of the City Property, naming Developer as the proposed insured, if Title Insurance Company will insure title based on a quitclaim deed. The Title Commitment shall show good, marketable and insurable fee simple title to the City Property to be vested in Developer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the City Property's use; exceptions permitted by the provisions of this

Agreement; and those exceptions which are capable of and are actually to be discharged by City at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Developer shall, within ten (10) days from the date it receives the Title Commitment, notify City in writing to that effect specifying the defects. City shall have twenty (20) days from the receipt of Developer's notice specifying the title defects to cure the defects and, if after said period City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Developer's satisfaction, Developer shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement after which Developer and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.

- c. **Evidence of Title as to Property to be Conveyed to City by Developer.** City, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's

Title Insurance Policy from a title insurance company acceptable to City (the "Title Insurance Company") in the amount equal to the appraisal of the Developer Exchange Property, naming City as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Developer Exchange Property to be vested in City, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by Developer at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, City shall, within ten (10) days from the date it receives the Title Commitment, notify Developer in writing to that effect specifying the defects. Developer shall have twenty (20) days from the receipt of City's notice specifying the title defects to cure the defects and, if after said period Developer shall not have cured the defects, or if Developer shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to City's satisfaction, City shall have the option of (i) accepting the title "as

is" or (ii) terminating the Agreement after which Developer and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.

d. **Survey of Property to be Conveyed to Developer by City.**

Developer may, at its option and expense, obtain a survey of the City Property prepared by a licensed Florida land surveyor within the last thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the City Property Survey shows any encroachments onto the City Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the City Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the City Exchange Property, or if it is apparent that the City Property violates existing title covenants and/or applicable zoning laws or ordinances, Developer shall notify City in writing to that effect specifying the defects. City shall have until thirty (30) days from receipt of Developer's notice specifying the City Property Survey defects in which to cure such defects. If after said period City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing,

Developer shall have the option of (i) accepting the condition of the City Property as disclosed in the City Property Survey in an "as is" condition, or (ii) terminating the Agreement, thereupon Developer and City shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Agreement.

e. **Survey of Property to be Conveyed to City by Developer.**

Developer will provide City a survey of the Developer Exchange Property prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Developer Exchange Survey shows any encroachments onto the Developer Exchange Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Developer Exchange Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Developer Exchange Property, or if it is apparent that the Developer Exchange Property violates existing title covenants and/or applicable zoning laws or ordinances, City shall notify Developer in writing to that effect specifying the defects. Developer shall have until thirty (30) days

from receipt of City's notice specifying the Developer Exchange Survey defects in which to cure such defects. If after said period Developer shall not have cured the defects, or if Developer shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, City shall have the option of (i) accepting the condition of the Developer Exchange Property as disclosed in the Developer Exchange Property Survey in an "as is" condition, or (ii) terminating the Agreement, thereupon Developer and City shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Agreement.

f. **City's Closing Documents.** At Closing, City shall execute, acknowledge (where appropriate) and deliver to Developer the following, each dated as of Closing:

- i. A Quitclaim Deed conveying City Property to Developer.
- ii. An owner's affidavit regarding liens, judgments, residence, tax liens, bankruptcies, and parties in possession, survey or materialmen's liens and other matters affecting title to City Property.
- iii. A transferor's certification statement that City is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

- iv. Any appropriate required federal income tax reporting form.
- v. Evidence of City's authority to consummate the Exchange in a form reasonably acceptable to Developer and the Title Company.
- vi. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Parties, the Title Company or Closing Agent.

g. **Developer's Closing Documents.** At Closing, Developer shall execute, acknowledge (where appropriate) and deliver to City the following, each dated as of Closing:

- i. A Special Warranty Deed conveying the Developer's Exchange Property to City.
- ii. An owner's affidavit regarding liens, judgments, residence, tax liens, bankruptcies, and parties in possession, survey or materialmen's liens and other matters affecting title to Developer Exchange Property.
- iii. A transferor's certification statement that Developer is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
- iv. Any appropriate required federal income tax reporting form.

- v. Evidence of Developer's authority to consummate the Exchange in a form reasonably acceptable to City and the Title Company.
- vi. Developer shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **EXHIBIT "F."**
- vii. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Parties, the Title Company or Closing Agent, including an affidavit attesting that there is no hazardous waste on the Developer Exchange Property.
- h. The parties shall accept title to the exchange properties subject to the matters contained in this Agreement, including the following:
 - i. Any taxes and assessments for the remainder of the year of closing and subsequent years;
 - ii. Laws, ordinances, zoning restrictions, prohibitions and regulations of competent government authorities;
 - iii. Covenants, declarations, easements and restrictions of record; and
 - iv. Facts that will be disclosed by a personal inspection.

- i. **Closing Costs.** Developer shall pay documentary stamp taxes and recording fees on the warranty deed to the City and its attorneys' fees. City shall pay documentary stamp taxes and recording fees on the quitclaim deed to Developer and its attorneys' fees. Any costs associated with corrective instruments related to the Developer Exchange Property shall be paid for by Developer. Any costs associated with corrective instruments related to the City Property shall be paid for by City.
- j. **Property and Transfer Taxes.** Developer shall be responsible for real estate and personal property taxes owing for the Developer Exchange Property tax years prior to the 20-- calendar year, if any, and for the portion of the 20-- calendar year during which Developer owned the Developer Exchange Property (i.e., Developer shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 20-- and ending (but not including) on the date of Closing). The Closing Agent shall ensure compliance with Florida Statute 196.295 at Closing. City shall pay any real and personal property taxes billed with respect to the Developer Exchange Property after Closing.
- k. **Conditions to Closing.**
 - i. The obligations of City shall be subject to satisfaction of the following conditions precedent to Closing:

1. No representation or warranty of the Developer contained herein shall be inaccurate in any material respect; and
 2. Developer's delivery of Developer's Closing documents.
 3. If any conditions precedent described above shall remain unsatisfied as of Closing, then the obligations of City shall, at the sole election of City, cease upon delivery of written notice to Developer of City's election to terminate this Agreement. The Parties shall be relieved of their respective obligations (except to the extent such obligations specifically survive such termination).
- ii. The obligations of Developer shall be subject to satisfaction of the following conditions precedent on and before Closing :
1. No representation or warranty of the City contained herein shall be inaccurate in any material respect; and
 2. City's delivery of City's Closing documents.
 3. If any conditions precedent described in this Section remain unsatisfied as of Closing, then the obligations of Developer shall, at the election of Developer, cease upon delivery of written notice to City of Developer's election to terminate. If Developer's election occurs to terminate this Agreement, the Parties shall be relieved of their

respective obligations (except to the extent such obligations specifically survive such termination).

- G. **No Broker/Hold Harmless.** Each Party represents that it has not had dealings with any real estate broker regarding the exchange of lands contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from all damages, claims, losses or costs resulting from any claims related to this Agreement that may be asserted against the other Party by any broker with this Agreement.

PART III **Specific Conditions**

- A. **Utility Facilities.** The Developer shall be responsible for the necessary extensions, upgrades and improvements to the City's utilities to complete SEMINOLE PALMS. All water, reuse and sewer lines and related facilities that are installed or constructed at SEMINOLE PALMS (collectively the "Utility Facilities") shall be donated to the City, without charge, upon the City's request. In the event the Utility Facilities are donated, or title thereto is otherwise transferred to the CDD, as planned by the Developer, the provisions hereof shall run with the title and the CDD shall be obligated to donate the Utility Facilities to the City, without charge, upon the City's request. The City shall have no financial responsibility to contribute to or participate in funding of the design, engineering, permitting, construction or installation of the Utility Facilities required for SEMINOLE PALMS, except for the water, reuse and sewer utility improvements that are part of the Citation Extension and the cost-sharing provisions currently or

hereafter contained in the City's Unified Land Development Code ("ULDC"), or as approved by the City Council. In the event the City requires the "upsizing" or other modifications to the utility facilities that are part of the Citation Extension, but will also serve SEMINOLE PALMS, in order to provide capacity and utility service to areas outside of SEMINOLE PALMS, then the City shall be responsible for the costs required for such "upsizing" or other modifications. The Developer may provide for phasing of the Utility Facilities.

B. Transportation.

a. The City and the Developer shall cooperate to complete the Citation Extension as follows:

- i. The Developer shall convey to the City the Developer Exchange Property.
- ii. The City and the Developer will enter into maintenance agreements and cross drainage and access easements for any shared facilities, or such maintenance obligations shall be determined and specified in the plat or plats for the Project.
- iii. A median cut on and left and right turn deceleration lane improvements on Seminole Woods Boulevard will be required to allow for access from Seminole Woods Boulevard to the SEMINOLE PALMS project (the "Seminole Woods Boulevard Improvements"). Pedestrian and transit considerations shall be considered in the design of the Seminole Woods Boulevard

Improvements. The Developer shall be responsible for the costs of the Seminole Woods Boulevard Improvements to the extent those improvements would be required for the development of SEMINOLE PALMS under the ULDC. The City shall be responsible for any portion of the Seminole Woods Boulevard Improvements that are not required for the development of SEMINOLE PALMS, including, without limitation, increases to the length of any turn and deceleration lanes, extension or modification of sidewalks within the Seminole Woods Boulevard right of way, crosswalks and signalization.

- iv. The City and Developer acknowledge that transportation impact fees will be required to mitigate the impact of SEMINOLE PALMS on the City's road and transportation network ("Transportation Impact Fees"). The amount and payment of the Transportation Impact Fees shall be determined pursuant to the terms of this Agreement and City laws and ordinances.
- v. The Developer agrees to prepay the Transportation Impact Fees by assuming the costs required for the design, engineering, permitting and construction of the Citation Extension up to an amount that is equal to one hundred percent (100%) of the Transportation Impact Fees. The costs

required for the Citation Extension shall include, without limitation, all costs associated with the design, construction and installation of landscaping, lighting and sidewalks that are part of the Citation Extension; all permitting and wetland mitigation costs required by the St. Johns River Water Management District ("SJRWMD"), the Florida Department of Environmental Protection ("FDEP"), and the United States Army Corps of Engineers ("USACOE"), as applicable; and all permitting relocation and mitigation costs related to any protected or listed species as determined by the Florida Fish and Wildlife Conservation Commission, including, without limitation, gopher tortoise and indigo snakes. The Developer shall provide a proposal from the third-party engineer responsible for the engineering and design of the Citation Extension for approval by the City. The cost of the design of the Citation Extension is estimated at \$100,000, and will not exceed \$325,000. All costs required for the Citation Extension that exceed the Transportation Impact Fees shall be the responsibility of the City. After the Developer has expended an amount equal to one hundred percent (100%) of the Transportation Impact Fees that would be due for the total number of residential units approved for SEMINOLE PALMS in the MPD, no additional Transportation Impact fees will be

- due for the Project nor with the Developer have any additional financial obligation with regard to the Citation Extension.
- vi. The City acknowledges that time is of the essence for construction of the Citation Extension to begin so that it coincides and is coordinated with the beginning of construction of SEMINOLE PALMS. The Developer shall cause the design and engineering for the entire Citation Extension to be prepared by a third-party engineer at the same time the subdivision improvement plans are prepared for the Phase 1 Submittal and the Citation Extension will be included in the Phase 1 Submittal.
- vii. The City shall solicit for competitive bids for construction of the Citation Extension pursuant to its standard purchases and contractual services policies and ordinances and applicable state law within fifteen (15) days from the date the preliminary plat for the Phase 1 Submittal is approved. The City shall make its selection and approval to award the bid for construction of the Citation Extension no later than ninety (90) days from the date the City initially solicited bids. The contractor chosen by the Developer to construct the subdivision improvements and infrastructure required for SEMINOLE PALMS shall be permitted to submit a bid proposal for construction of the Citation Extension.

- viii. The City and the Developer shall mutually agree on the schedule for the construction of the Citation Extension so that it coincides with the timing of construction of the first phase of development for SEMINOLE PALMS. All requests for bids for construction of the Citation Extension must include a provision that requires coordination with the Developer to ensure consistency between the construction timetables for the Citation Extension and the development of SEMINOLE PALMS.
- ix. The City may delegate its responsibilities to solicit and award competitive bids for the construction of the Citation Extension to the CDD pursuant an Interlocal Agreement between the City and the CDD. If the City delegates its responsibilities to the CDD it shall remain responsible for all costs of design, engineer, permitting and construction of the Citation Extension that exceed any amounts expended by the Developer or covered by Transportation Impact Fees prepaid by the Developer as provided for herein. In no event shall the Developer Exchange Property be subject to any CDD assessments or other charges after it is conveyed to the City for construction of the Citation Extension.
- x. Within ninety (90) days of the final approval of the preliminary plat for the first phase of SEMINOLE PALMS, the Developer

shall prepay fifty percent (50%) of the balance of the Transportation Impact Fees that will be due for all phases of SEMINOLE PALMS after deducting any provable amounts already expended by the Developer for the design, engineering and permitting of the Citation Extension, but no more than \$325,000. The Developer shall provide all invoices and proof of payment for the design, engineering and permitting of the Citation Extension to support the deduction from the Transportation Impact Fees before the above prepayment is made. The remaining balance of the Transportation Impact Fees shall be paid to the City within thirty (30) days of the installation of the road base for the Citation Extension. The portion of the Transportation Impact Fees prepaid by the Developer shall be earmarked to be used solely for construction of the Citation Extension. The City will use the Transportation Impact Fees and additional City funds to pay for the Citation Extension.

- xi. The Developer is requesting a minimum of curb cuts along the Citation Extension for five (5) primary entrances into the SEMINOLE PALMS neighborhoods, one (1) emergency access, and two (2) entrances to the community amenity site subject to the minimum spacing requirements of the ULDC and as approved by the City Traffic Engineer after review of the

application for preliminary plat for the first phase of SEMINOLE PALMS.

xii. All roadways within SEMINOLE PALMS shall be designed and constructed in accordance with applicable standards of the City or as specified in the approved Master Planned Development Agreement.

xiii. Except as provided for herein with respect to the Citation Extension or hereafter specifically agreed in writing, the City shall have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting or construction of internal roadway improvements for SEMINOLE PALMS.

b. The Citation Extension is sufficient for and exceeds the impacts of the SEMINOLE PALMS project. The City hereby acknowledges and agrees that by complying with the provisions of this Section b, the Comprehensive Plan, and Rezoning (if approved), including, without limitation, prepayment of the Transportation Impact Fees, the Developer shall be entitled to fully and completely develop SEMINOLE PALMS at a density equal to the number of residential units used to calculate the Transportation Impact Fees without further transportation improvements or transportation impact fees, assuming the Developer is in compliance with all other permits and approvals.

- c. The City acknowledges that the Developer does not own or control all of the lands required to complete the Citation Extension. The land described in the attached **EXHIBIT "G"** is owned by JTL Grand Landings Development, LLC ("JTL"), which is not a party to this Agreement. The City will work with JTL to acquire the necessary right of way to complete the Citation Extension. Notwithstanding the need to acquire additional right of way from JTL, in no event will the failure of the City to acquire the additional right of way from JTL hinder or delay the Developer's right to commence development of SEMINOLE PALMS or result in any delay in the commencement of construction of the portion of the Citation Extension outside of the land owned by JTL. The design and engineering for the Citation Extension will include the portion of the roadway that traverses the land owned by JTL so that the City will have what is necessary to complete the Citation Extension, at its cost and expense, if the City does not acquire the additional right of way from JTL by the time bids needs to be solicited for construction of the Citation Extension. If the City fails to acquire title to the segment of the Citation Extension on the JTL property in time for it to be included in the City's solicitation of competitive bids for construction of the Citation Extension, then the competitive bids shall not include that segment of the Citation Extension so as to avoid any delay in the construction

of the Citation Extension and the development of SEMINOLE PALMS.

C. **Stormwater, Floodplain Compensation and Canal Improvements.** The

City Property includes land from the banks of an existing drainage canal to the boundary of the Kolter Property. As part of the development of SEMINOLE PALMS the Developer shall be permitted to connect the floodplain compensation ponds to the canal. The Developer shall be permitted to first address and accommodate floodplain compensation storage required for the SEMINOLE PALMS project. If there is an opportunity for additional floodplain compensation storage and the need to import additional fill dirt for the SEMINOLE PALMS project or the Citation Extension project, then the Developer will, where possible, upsize the proposed ponds that will be connected to the canal to increase the flood storage capacity for the City. The ponds required for the Citation Extension cannot be used for any capacity needs for the SEMINOLE PALMS project. No regrading of the banks, or modifications to reduce capacity or the width of the existing canal shall be permitted without the approval of the City. The Developer shall provide the City an easement or easements for access to the canal, in a form acceptable to the City, at a location mutually agreed to by the City and the Developer, for maintenance purposes only.

D. **Site Clearing and Commencement of Construction.** The Developer shall be permitted to begin limited land clearing operations within the

entire Project Area at time of commencement of work on the Citation Extension, including, without limitation, clearing of trees and existing vegetation, pursuant to the provisions of the ULDC that govern silvicultural operations. The Developer shall be permitted to commence construction of the phase of the Project approved in the first application submitted for preliminary plat.

E. **Public Safety**. The City acknowledges that the Citation Extension, once completed, will significantly decrease the response time for fire and other emergency response and will eliminate the need to construct two separate fire stations to serve the areas along Seminole Woods Boulevard and U.S. 1, which will result in a significant cost saving to the City.

F. **Impact Fee Credits**. The Developer shall be entitled to impact fee credits for the following:

- a. Water and sewer utility impact fee or cost in aid of construction credits for the water, reuse and sewer utility improvements installed as part of the Citation Extension.
- b. Water and sewer utility impact fee or cost in aid of construction credits for any upgrades or upsizing to the water, reuse and sewer utilities to allow the system to service more than the capacity required for the SEMINOLE PALMS project.

PART IV
General Provisions

- A. **Duration**. This Agreement shall terminate ten (10) years from its Effective Date. This Agreement may be extended by mutual consent of the City and the Developer, subject to a public hearing. The parties agree to cooperate in recording the necessary instrument to memorialize the termination of this Agreement in the public records of Flagler County, Florida if the termination occurs after it is recorded as provided for below.
- B. **Effective Date**. This Agreement shall take effect on the date that it is executed by all of the parties hereto after all the Developer Conditions, as defined in Part IV, Section E, below, are met. Once those Developer Conditions are met, then this Agreement shall be recorded, at the Developer's cost, in the Public Records of Flagler County, Florida, along with a notice that the Agreement is now fully effective, since all Developer Conditions have been met. The Effective Date will be the date this Agreement is recorded in the Public Records. In the event that the Developer Conditions have not been satisfied within 18 months of the execution of this Agreement, as defined below, then this Agreement shall terminate, after which Developer and City shall each be released from all further obligations to each other respecting pending matters arising from this Agreement.
- C. **Provisions Regarding Default**. If either Party shall default in any of their respective obligations under this Agreement, the other Party, by notice to such defaulting Party specifying the default and the date on which this

Agreement shall terminate (which date shall be not less than thirty (30) days after giving such notice), may terminate this Agreement, and upon such date, and unless the default so specified shall have been cured, this Agreement shall terminate. Each Party also shall have the right to specifically enforce this Agreement, provided that any action is commenced within six (6) months after such right arises. In no event, however, shall City be liable to Developer for any damages under this Agreement.

D. **Assignment of Contract.** This Agreement may not be assigned by either Party without the other Party's prior consent, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to any entity that is an affiliate of or controlled by that Party without the other Party's prior consent.

E. **Contingencies.** All of the right and obligations of the City and the Developer, including, without limitation, those regarding the design, permitting and construction of the Citation Extension and dedication of the Developer Exchange Property, are contingent upon (1) the final approval of the FLUM Amendment and the Rezoning, (2) confirmation that the floodplain in the Project Area does not exceed the Maximum Flood Elevation, and (3) establishment of the CDD ("Developer Conditions"). In the event any of the foregoing Developer Conditions are not satisfied then this Agreement shall terminate and be of no further force and effect.

F. **Venue and Enforcement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for purposes of litigation shall be Flagler County, Florida, or the Middle District, Orlando for federal court actions.

G. **Notice.** Any and all notices required or allowed to be given in accordance with this Agreement shall be mailed or delivered as follows:

To the Developer: Kolter Group Acquisitions, LLC
 Kolter Land Tamp Office
 14025 Riveredge Dr., Suite 175
 Tampa, FL 33637

Attention: Candice Smith
 Telephone: (813) 615-1244

To the City: City of Palm Coast
 160 Lake Avenue
 Palm Coast, FL 32164

Attention: City Manager
 Telephone: (386) 986-2360

H. **Cooperation in the Event of Legal Challenge.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Agreement, the parties hereby agree to cooperate in defending such action.

I. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- J. **Exhibits**. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
- K. **Further Assurances**. Each of the parties hereto shall execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect hereto to the extent allowed and, in a manner, permitted by law. Without any manner limiting the specific rights and obligations set forth in this Agreement or legally limiting or infringing upon the governmental authority of the City, the parties hereby declare their intention to cooperate with each in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.
- L. **Amendment or Cancellation**. This Agreement may be amended or canceled by written mutual consent of the parties or by their successors in interest.
- M. **Disclaimer of Third-Party Beneficiary**. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a 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 representatives, successors and assigns.

N. **Complete Agreement.** This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, as between the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank]

Unofficial Copy

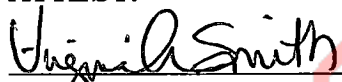
WHEREFORE, the parties hereto have caused these presents to be signed
all as of the date and year first above written.

IN WITNESS WHEREOF, the Parties have executed this Development
Agreement on the dates set forth below.

CITY OF PALM COAST, FLORIDA


David Alfin, Mayor

ATTEST:

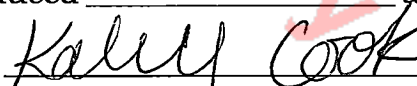

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:


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

STATE OF FLORIDA)
COUNTY OF FLAGLER)

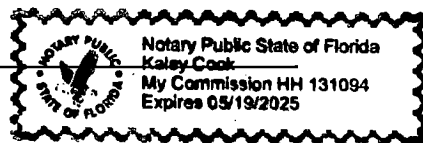
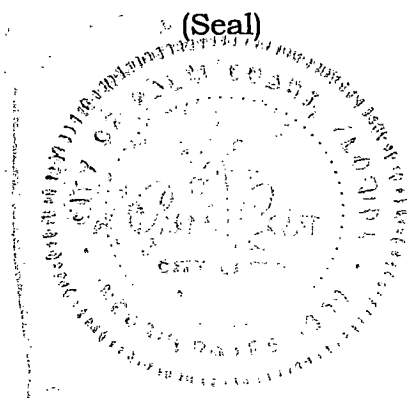
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of November, 2021, by **David Alfin**, Mayor of the **City of Palm Coast, Florida**, who is ☒ personally known to me or ☐ has produced _____ as identification.


Signature


Printed Name

Title or Rank

Serial Number / Commission Number



WITNESSES:

Renee L Hawkins

Renee L Hawkins

(print)

Gabriella Chappa

Gabriella Chappa

(print)

"OWNER"

Kolter Group Acquisitions LLC

By: [Signature]

Printed Name: William Johnson

Title: Authorized Signatory

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of October, 2021, by William Johnson, of **Kolter Group Acquisitions LLC**, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.



[Signature]
Signature

Denise Jones
Printed Name

Office Administrator
Title or Rank

66 324827
Serial Number / Commission Number

EXHIBITS

- A. Legal Description of Kolter Property $\approx$ 228.58 Acres $\pm$**
- B. Legal Description of City Property $\approx$ 11.6 Acres $\pm$**
- C. Concept Plan with Phases and Areas for Citation Extension**
- D. Sketch and Legal Description of Developer Exchange Property**
- E. Intentionally Excluded**
- F. Affidavit of Interest in Real Property Form**
- G. JTL Grand Landings Development**

Exhibit "A"-Legal Description of Kolter Property

LEGAL DESCRIPTIONS:

PARCEL 1:

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 Sections 20 and 21, Township 12 South Range 31 East, thence South 00°50'01" East 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 North 89°02'14" East, along said Southerly line of Iroquois Waterway a distance of 1082.73 feet; thence departing and Southerly line South 11°26'27" West for a distance of 1290.00 feet; thence South 89°01'53" West, for a distance of 502.58 feet; thence South 28°40'19" West for a distance of 1572.08 feet; thence North 74°35'44" West for a distance of 3054.69 feet; thence North 02°32' 58" West, for a distance of 1766.27 feet to said Southerly line of Iroquois Waterway; thence North 89°02'14 East, along said Southerly line for a distance of 3454.09 feet to the Aforementioned Point of Beginning.

Containing 201.967 acres, more or less.

PARCEL 2:

A parcel of land lying West of Seminole Woods Parkway within Government Section 21, Township 12 South Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Government Section 21, Township 12 South Range 31 East, thence North 00°50'01" West along the East line Section 17, Township 12 South, Range 31 East, a distance of 25.00 feet to a point on the North boundary line of Iroquois Waterway, as recorded in Official Record Book 549, Page 966 through 990, of the Public Records of Flagler County, Florida; thence North 89°00'45" East, a distance of 1586.29 feet to a point on the Westerly right of way line of Seminole Woods Parkway (124' R/W); thence departing the North line of Iroquois Waterway, run South 21°33'05" East along said Seminole Woods Parkway Right-of-Way line a distance of 186.91 feet to a point being the intersection of the South line of Iroquois Waterway with the Westerly right of way line of Seminole Woods Parkway, said point being the Point of Beginning of this description; thence continue South 21°33'05" East along the Westerly right of way line of Seminole Woods Parkway a distance of 514.30 feet to a point of curvature, thence 235.69 feet along the arc of a curve to the right (concave Westerly), having a central angle of 04°30'05", a radius of 3000.00 feet, a chord bearing of South 19°18'07" East and a chord distance of 235.63 feet to a point of tangency; thence South 17°03'00" East along said Westerly Right-of-Way line of Seminole Wood Parkway a distance of 577.47 feet; thence departing Seminole Woods Parkway run South 89°01'53" West a distance of 1261.67 feet; thence North 11°26'22" East a distance of 1289.94 feet to a point on the South boundary line of said Iroquois Waterway; thence North 89°00'45" East along the Southerly boundary line of said Iroquois Waterway a distance of 569.62 feet to the Point of Beginning.

Containing 26.876 acres, more or less.

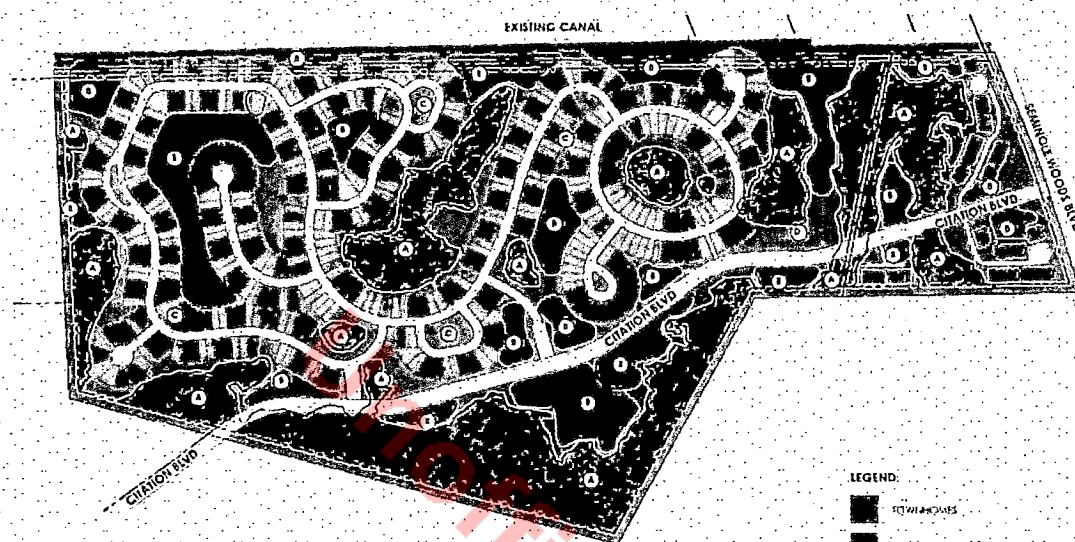
Exhibit "B"-Legal Description of City Property

A parcel of land lying in Sections 20 and 21, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20, run thence along the East boundary of said Section 20, S 00°50'03" E, a distance of 150.00 feet to a point on the South boundary of Iroquois Waterway and the POINT OF BEGINNING; thence along the said South boundary, S 89°02'12" W, a distance of 3454.09 feet; thence N 02°33'00" W, a distance of 100.04 feet; thence N 89°02'12" E, a distance of 4096.00 feet; thence S 07°46'22" E, a distance of 40.28 feet; thence N 89°00'43" E, a distance of 986.00 feet to a point on the Westerly Right of Way line of Seminole Woods Parkway; thence along said Westerly Right of Way line, S 21°33'06" E, a distance of 64.08 feet to a point on the aforesaid South boundary of Iroquois Waterway; thence along said boundary, S 89°00'43" W, a distance of 1652.45 feet to the POINT OF BEGINNING.

Containing 10.782 acres, more or less.

Exhibit "C"-Concept Plan with Phases and Areas for Citation Extension



**Exhibit "D" - Sketch and Legal Description of Developer Exchange
Property**

On Following Pages

Unofficial Copy

MAP SHOWING

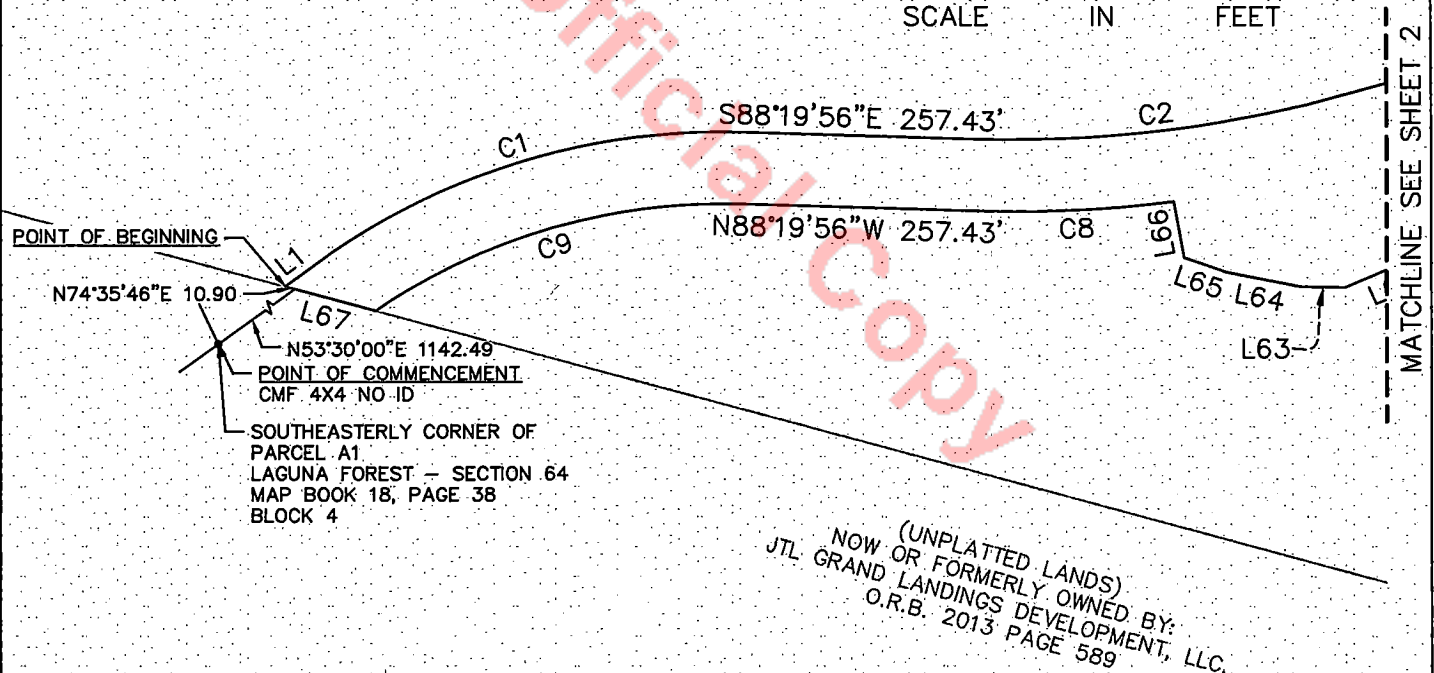
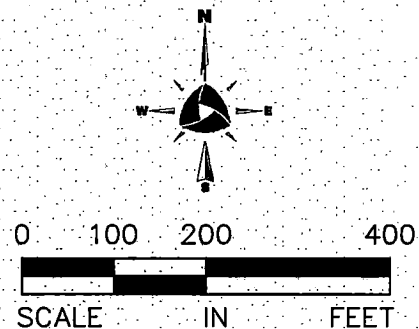
A PORTION OF SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST,
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS BOULEVARD (124' R/W) AS BEING S 21° 33' 06" E AND IS REFERENCED TO NAD83 / 2011 FLORIDA 901 EAST STATE PLANE COORDINATES.
2. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS MAP THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND

M.B.	MAP BOOK
O.R.B.	OFFICIAL RECORDS BOOK
PG	PAGE
CMF	CONCRETE MONUMENT FOUND
NO ID	NO IDENTIFICATION
R/W	RIGHT OF WAY

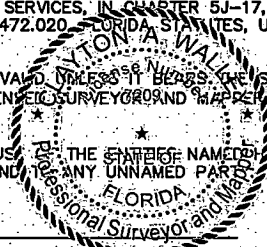


JOB NO. 322-0009
DRAFTER JTK
DATE 9/27/2022
SCALE 1" = 200'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.020, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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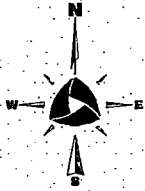
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www.alliant-inc.com
LB 8289

CITATION LIMITS
SHEET NO. 1 OF 8

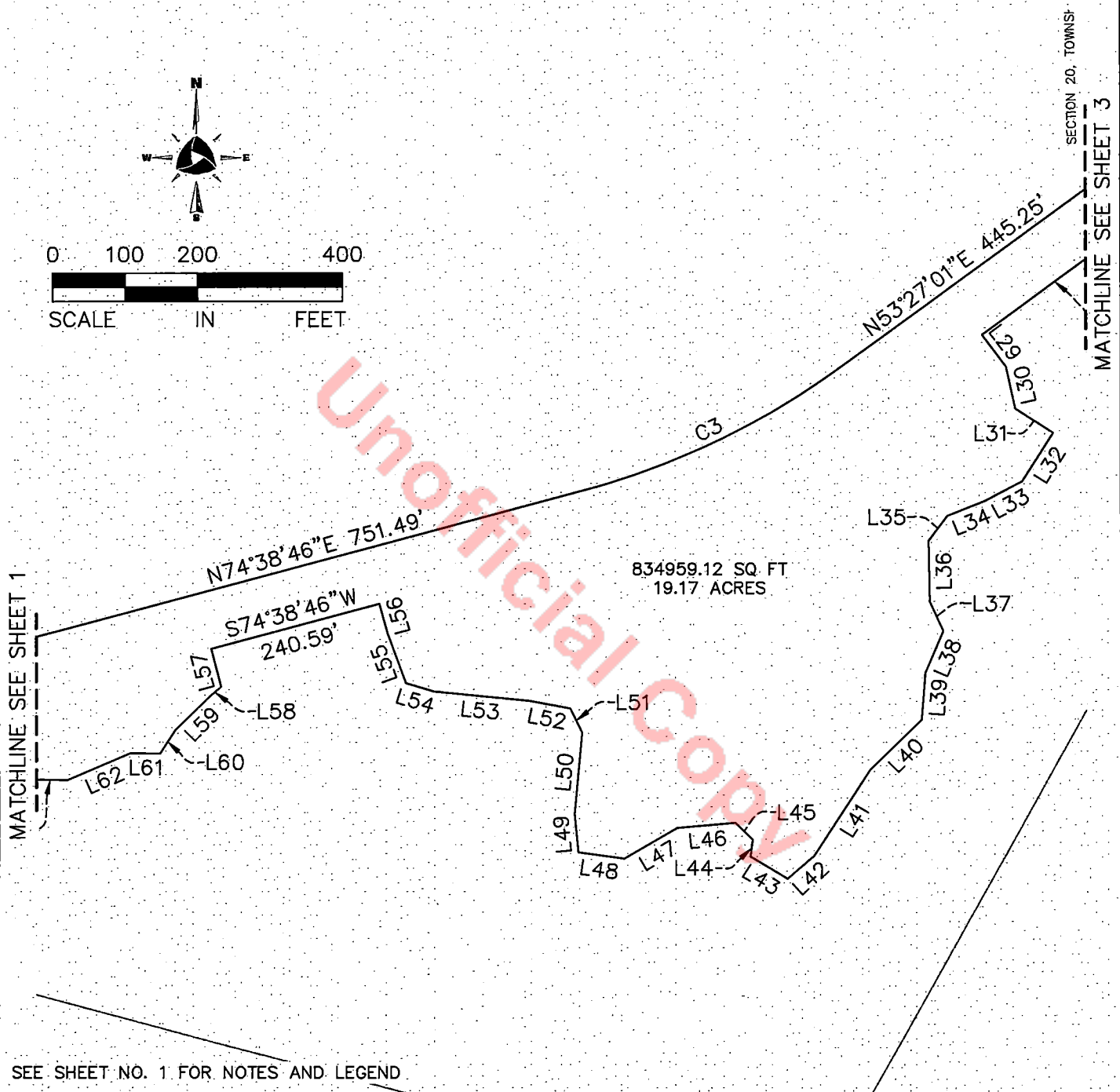
CLAYTON A. WALLEY, P.S.M. NO. 7209

MAP SHOWING

A PORTION OF SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST,
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.



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SCALE IN FEET



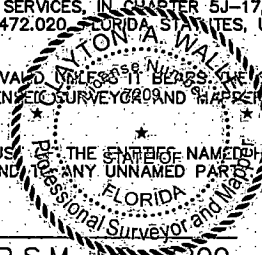
SEE SHEET NO. 1 FOR NOTES AND LEGEND

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DATE 9/27/2022
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CLAYTON A. WALLEY, P.S.M. NO. 7209



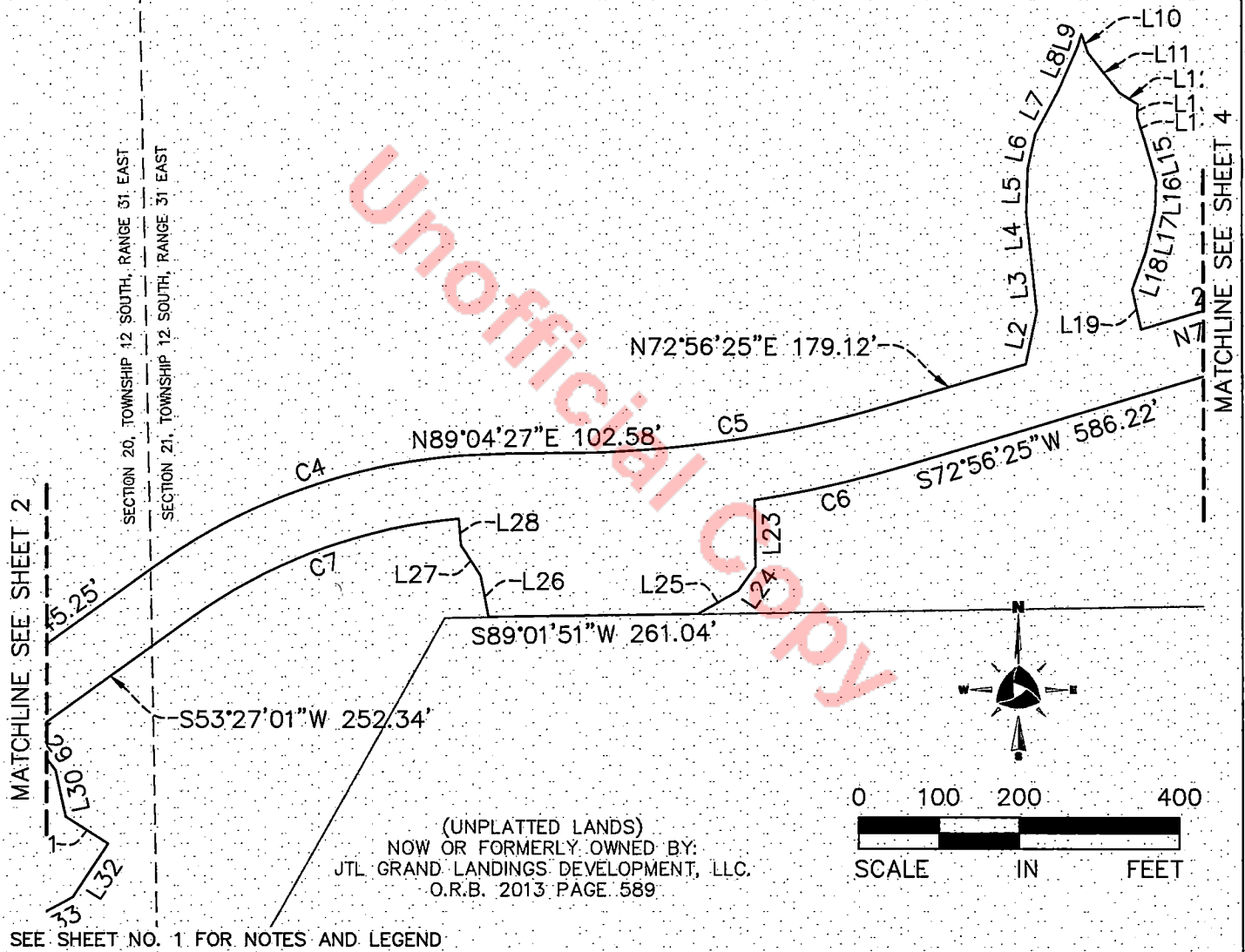
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CITATION LIMITS
SHEET NO. 2 OF 8

MAP SHOWING

A PORTION OF SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST,
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

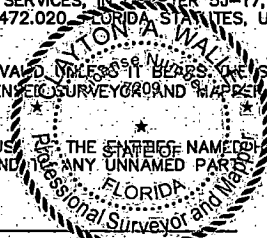


JOB NO. 322-0009
DRAFTER JTK
DATE 9/27/2022
SCALE 1" = 200'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.020, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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CLAYTON A. WALLEY, P.S.M. NO. 7209



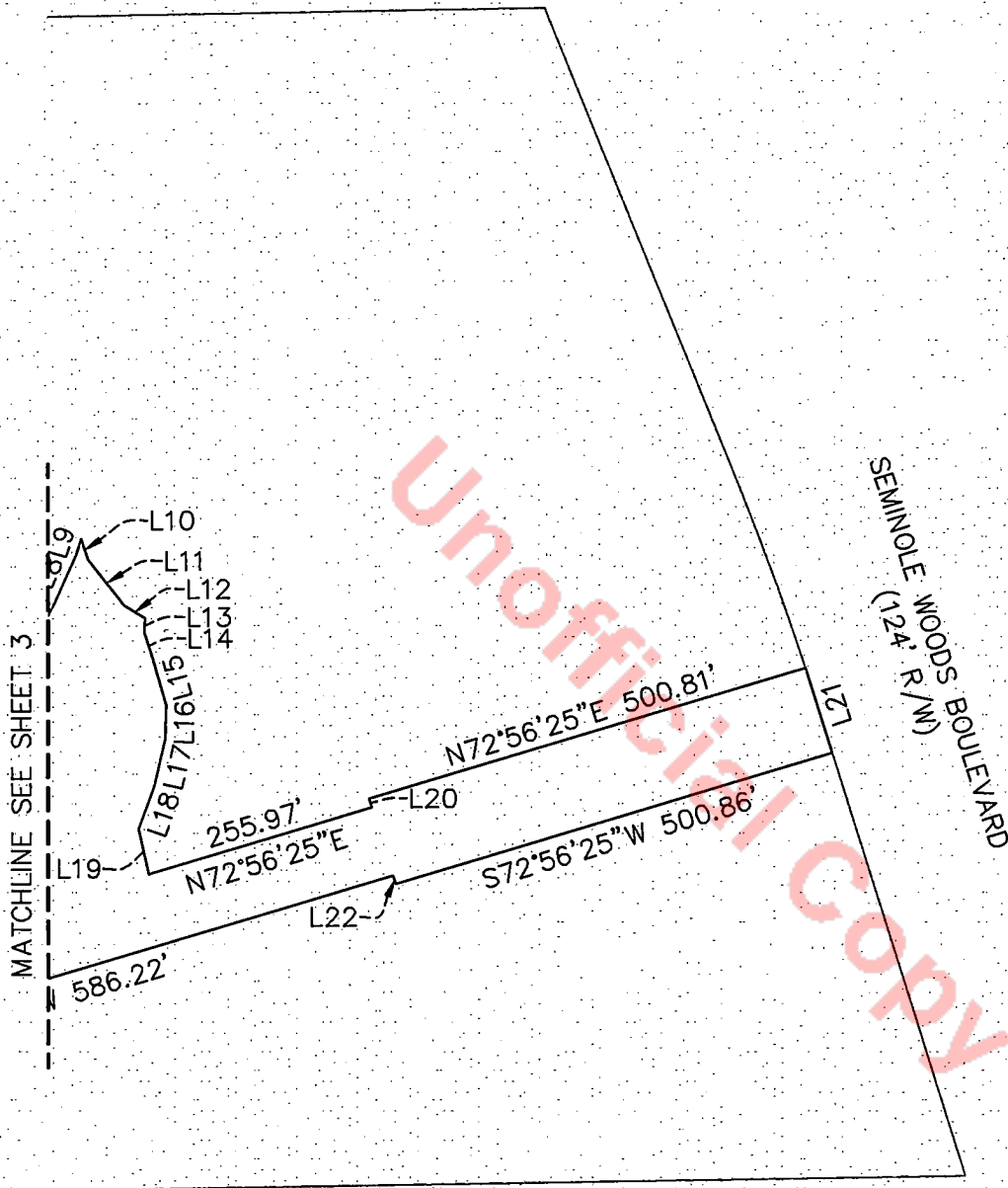
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CITATION LIMITS
SHEET NO. 3 OF 8

MAP SHOWING

A PORTION OF SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST,
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.



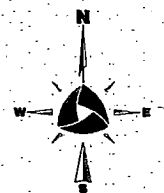
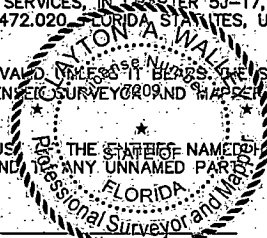
SEE SHEET NO. 1 FOR NOTES AND LEGEND

JOB NO. 322-0009
DRAFTER JTK
DATE 9/27/2022
SCALE 1" = 200'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.020, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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CITATION LIMITS
SHEET NO. 4 OF 8

CLAYTON A. WALLEY, P.S.M. NO. 7209

MAP SHOWING

A PORTION OF SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST,
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

Line Table		
Line #	Length	Direction
L1	39.91	N53° 01' 58"E
L2	68.68	N11° 43' 28"E
L3	72.27	N06° 15' 12"W
L4	53.57	N05° 51' 41"W
L5	57.76	N02° 04' 10"E
L6	44.12	N12° 25' 53"E
L7	63.05	N27° 28' 48"E
L8	59.11	N23° 34' 44"E
L9	18.65	N16° 48' 29"E
L10	24.87	S19° 06' 24"E
L11	64.41	S37° 28' 26"E
L12	27.21	S57° 42' 05"E
L13	16.38	S02° 32' 58"W
L14	30.29	S16° 54' 50"E
L15	54.17	S15° 31' 38"E
L16	38.04	S01° 08' 35"W
L17	55.34	S12° 59' 27"W
L18	50.02	S19° 40' 34"W
L19	52.29	S12° 27' 37"E
L20	10.00	N17° 03' 35"W
L21	100.00	S17° 05' 11"E
L22	10.00	N17° 03' 35"W
L23	84.95	S00° 34' 04"E

Line Table		
Line #	Length	Direction
L24	37.45	S34° 37' 35"W
L25	57.74	S59° 22' 21"W
L26	53.37	N10° 28' 36"W
L27	46.31	N32° 04' 59"W
L28	34.04	N04° 19' 20"W
L29	56.07	S36° 32' 59"E
L30	60.75	S12° 20' 03"E
L31	62.88	S56° 51' 17"E
L32	81.16	S32° 27' 07"W
L33	57.83	S61° 27' 03"W
L34	57.21	S67° 48' 20"W
L35	44.00	S37° 07' 48"W
L36	86.31	S01° 14' 40"E
L37	45.54	S23° 56' 21"E
L38	64.17	S22° 53' 30"W
L39	66.71	S04° 17' 27"W
L40	101.88	S44° 55' 16"W
L41	143.29	S32° 25' 03"W
L42	49.17	S48° 12' 43"W
L43	60.58	N58° 24' 17"W
L44	24.40	N07° 26' 11"E
L45	33.91	N45° 46' 16"W
L46	80.06	S84° 42' 27"W

Line Table		
Line #	Length	Direction
L47	85.32	S59° 25' 39"W
L48	64.04	N82° 02' 54"W
L49	54.87	N05° 18' 11"W
L50	115.68	N05° 07' 42"E
L51	37.93	N25° 28' 12"W
L52	57.37	N79° 18' 02"W
L53	132.58	N84° 22' 48"W
L54	40.40	N72° 56' 35"W
L55	73.49	N19° 36' 56"W
L56	44.91	N15° 21' 14"W
L57	55.78	S14° 14' 00"E
L58	23.04	S49° 20' 21"W
L59	65.25	S45° 06' 01"W
L60	38.96	S32° 02' 58"W
L61	41.19	N89° 48' 16"W
L62	94.75	S66° 16' 29"W
L63	48.54	N89° 05' 10"W
L64	82.57	N78° 51' 44"W
L65	49.33	N70° 39' 43"W
L66	62.86	N10° 00' 59"W
L67	101.48	N74° 35' 46"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	494.94	734.00	038°38'06"	N72°21'01"E	485.62
C2	389.18	1310.00	017°01'17"	N83°09'25"E	387.75
C3	392.14	1060.00	021°11'45"	N64°02'53"E	389.90
C4	456.37	734.00	035°37'26"	N71°15'44"E	449.05
C5	392.82	1395.00	016°08'02"	N81°00'26"E	391.52
C6	195.90	1475.00	007°36'35"	S76°44'42"W	195.76
C7	359.48	654.00	031°29'37"	S69°11'49"W	354.98
C8	214.25	1390.00	008°49'53"	S87°15'07"W	214.04
C9	418.94	654.00	036°42'10"	S73°18'58"W	411.82

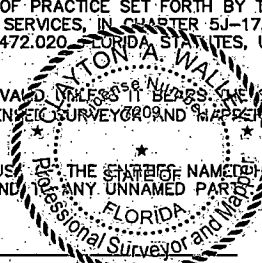
SEE SHEET NO. 1 FOR NOTES AND LEGEND

JOB NO. 322-0009
DRAFTER JTK
DATE 9/27/2022
SCALE 1" = 200'

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CITATION LIMITS
SHEET NO. 5 OF 8

MAP SHOWING

A PORTION OF SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST,
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

CITATION ROAD RIGHT-OF-WAY

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 SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N 53°30'00" E, 1142.49 FEET TO A POINT ON A LINE OF UNPLATTED LANDS DESCRIBED IN O.R.B. 2013, PAGE 589, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N 74°35'46" W, 10.90 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE, N 53°01'58" E, 39.91 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 734.00 FEET, A CENTRAL ANGLE OF 38°38'06", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 72°21'01" E, 485.62 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 494.94 FEET TO A POINT ON A LINE; THENCE, S 88°19'56" E, 257.43 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 17°01'17", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 83°09'25" E, 387.75 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 389.18 FEET TO A POINT ON A LINE; THENCE, N 74°38'46" E, 751.49 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 21°11'45", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 64°02'53" E, 389.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 392.14 FEET; THENCE, N 53°27'01" E, 445.25 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 734.00 FEET, A CENTRAL ANGLE OF 35°37'26", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 71°15'44" E, 449.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 456.37 FEET;

DESCRIPTION CONTINUED ON SHEET 7

SEE SHEET NO. 1 FOR NOTES AND LEGEND

JOB NO. 322-0009

DRAFTER JTK

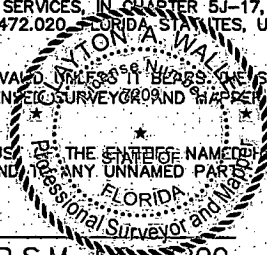
DATE 9/27/2022

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CITATION LIMITS
SHEET NO. 6 OF 8

CLAYTON A. WALLEY, P.S.M. NO. 7209

MAP SHOWING

A PORTION OF SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST,
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

DESCRIPTION CONTINUED FROM SHEET 6

THENCE, N 89°04'27" E, 102.58 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1395.00 FEET, A CENTRAL ANGLE OF 16°08'02", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 81°00'26" E, 391.52 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 392.82 FEET; THENCE, N 72°56'25" E, 179.12 FEET; THENCE, N 11°43'28" E, 68.68 FEET; THENCE, N 06°15'12" W, 72.27 FEET; THENCE, N 05°51'41" W, 53.57 FEET; THENCE, N 02°04'10" E, 57.76 FEET; THENCE, N 12°25'53" E, 44.12 FEET; THENCE, N 27°28'48" E, 63.05 FEET; THENCE, N 23°34'44" E, 59.11 FEET; THENCE, N 16°48'29" E, 18.65 FEET; THENCE, S 19°06'24" E, 24.87 FEET; THENCE, S 37°28'26" E, 64.41 FEET; THENCE, S 57°42'05" E, 27.21 FEET; THENCE, S 02°32'58" W, 16.38 FEET; THENCE, S 16°54'50" E, 30.29 FEET; THENCE, S 15°31'38" E, 54.17 FEET; THENCE, S 01°08'35" W, 38.04 FEET; THENCE, S 12°59'27" W, 55.34 FEET; THENCE, S 19°40'34" W, 50.02 FEET; THENCE, S 12°27'37" E, 52.29 FEET; THENCE, N 72°56'25" E, 255.97 FEET; THENCE, N 17°03'35" W, 10.00 FEET; THENCE, N 72°56'25" E, 500.81 FEET; THENCE, S 17°05'11" E, 100.00 FEET; THENCE, S 72°56'25" W, 500.86 FEET; THENCE, N 17°03'35" W, 10.00 FEET; THENCE, S 72°56'25" W, 586.22 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1475.00 FEET, A CENTRAL ANGLE OF 07°36'35", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 76°44'42" W, 195.76 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 195.90 FEET; THENCE, S 00°34'04" E, 84.95 FEET; THENCE, S 34°37'35" W, 37.45 FEET; THENCE, S 59°22'21" W, 57.74 FEET; THENCE, S 89°01'51" W, 261.04 FEET; THENCE, N 10°28'36" W, 53.37 FEET; THENCE, N 32°04'59" W, 46.31 FEET; THENCE, N 04°19'20" W, 34.04 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 654.00 FEET, A CENTRAL ANGLE OF 31°29'37", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 69°11'49" W, 354.98 FEET;

DESCRIPTION CONTINUED ON SHEET 8

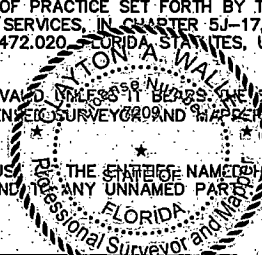
SEE SHEET NO. 1 FOR NOTES AND LEGEND

JOB NO. 322-0009
DRAFTER JTK
DATE 9/27/2022
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CITATION LIMITS
SHEET NO. 7 OF 8

CLAYTON A. WALLEY, P.S.M. NO. 7209

MAP SHOWING

A PORTION OF SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST,
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

DESCRIPTION CONTINUED FROM SHEET 7

THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 359.48 FEET;
THENCE, S 53°27'01" W, 252.34 FEET; THENCE, S 36°32'59" E, 56.07 FEET;
THENCE, S 12°20'03" E, 60.75 FEET; THENCE, S 56°51'17" E, 62.88 FEET;
THENCE, S 32°27'07" W, 81.16 FEET; THENCE, S 61°27'03" W, 57.83 FEET;
THENCE, S 67°48'20" W, 57.21 FEET; THENCE, S 37°07'48" W, 44.00 FEET;
THENCE, S 01°14'40" E, 86.31 FEET; THENCE, S 23°56'21" E, 45.54 FEET;
THENCE, S 22°53'30" W, 64.17 FEET; THENCE, S 04°17'27" W, 66.71 FEET;
THENCE, S 44°55'16" W, 101.88 FEET; THENCE, S 32°25'03" W, 143.29 FEET;
THENCE, S 48°12'43" W, 49.17 FEET; THENCE, N 58°24'17" W, 60.58 FEET;
THENCE, N 07°26'11" E, 24.40 FEET; THENCE, N 45°46'16" W, 33.91 FEET;
THENCE S 84°42'27" W, 80.06 FEET; THENCE, S 59°25'39" W, 85.32 FEET;
THENCE, N 82°02'54" W, 64.04 FEET; THENCE, N 05°18'11" W, 54.87 FEET;
THENCE, N 05°07'42" E, 115.68 FEET; THENCE, N 25°28'12" W, 37.93 FEET;
THENCE, N 79°18'02" W, 57.37 FEET; THENCE, N 84°22'48" W, 132.58 FEET;
THENCE, N 72°56'35" W, 40.40 FEET; THENCE, N 19°36'56" W, 73.49 FEET;
THENCE, N 15°21'14" W, 44.91 FEET; THENCE, S 74°38'46" W, 240.59 FEET;
THENCE, S 14°14'00" E, 55.78 FEET; THENCE, S 49°20'21" W, 23.04 FEET;
THENCE, S 45°06'01" W, 65.25 FEET; THENCE, S 32°02'58" W, 38.96 FEET;
THENCE, N 89°48'16" W, 41.19 FEET; THENCE, S 66°16'29" W, 94.75 FEET;
THENCE, N 89°05'10" W, 48.54 FEET; THENCE, N 78°51'44" W, 82.57 FEET;
THENCE, N 70°39'43" W, 49.33 FEET; THENCE, N 10°00'59" W, 62.86 FEET TO
A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1390.00
FEET, A CENTRAL ANGLE OF 08°49'53" AND BEING SUBTENDED BY A CHORD
BEARING AND DISTANCE OF S 87°15'07" W, 214.04 FEET; THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 214.25
FEET; THENCE, N 88°19'56" W, 257.43 FEET TO A POINT ON A CURVE
CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 654.00 FEET, A CENTRAL
ANGLE OF 36°42'10" AND BEING SUBTENDED BY A CHORD BEARING AND
DISTANCE OF S 73°18'58" W, 411.82 FEET; THENCE SOUTHWESTERLY ALONG
THE ARC OF SAID CURVE, AN ARC LENGTH OF 418.94 FEET; THENCE, N
74°35'46" W, 101.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 19.17 ACRES, MORE OR LESS.

SEE SHEET NO. 1 FOR NOTES AND LEGEND

JOB NO. 322-0009

DRAFTER JTK

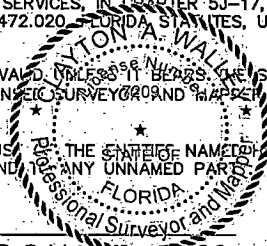
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CITATION LIMITS
SHEET NO. 8 OF 8

CLAYTON A. WALLEY, P.S.M. NO. 7209

Exhibit "E" – INTENTIONALLY EXCLUDED

Unofficial Copy

Exhibit "F"**AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this day of _____, 2021, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

1. The Affiant is the _____ of _____, the legal title holder of the real property described on the attached Exhibit "A"; and *(select appropriate option below)*:

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "A" ("Property") however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the Property are exempt from disclosure because the entity identified above as the owner of the Property 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.

2. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by the City of _____ in the conveyance of the Property.

3. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the United States and the State of Florida for falsely swearing to statements under oath.

4. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

WITNESSES:

By: _____

(print)

Print name: _____

(print)

Title: _____

Address: _____

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2021, by _____, the
_____ of _____, (check one) ☐ who is
personally known to me or ☐ who provided _____ as identification.

Notary Public
Print Name: _____
My commission expires: _____

Exhibit "G" – JTL Grand Landings Development, LLC

