

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

VACANT

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, January 9, 2023

7:00 PM

1769 East Moody Boulevard (GSB),
Chambers Room
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Stalking Awareness Month

B.2. Proclamation: Human Trafficking Awareness Month

C. Consent Agenda:

C.1. Approval of Warrant

a. January 9, 2023 Warrant

C.2. Approval of Minutes

a. December 29, 2022 City Commission Meeting Minutes

C.3. Approval of Business Incentive Development Agreement for Project Sizemore

C.4. Request Approval to Apply for a Waiver to the Annual Wastewater Treatment Facility Fee

C.5. Request Approval to Piggyback City of Atlantic Beach's Contract with Pace Analytical

C.6. Approval of Memorandum of Understanding (MOU) with IUPA - Sergeant Selection Process

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative): None

- E.1.** Ordinance 2023-01 Grand Reserve Planned Development Agreement Modification request to allow a modification to the number of lots approved for Phase(s) 3, 5, and 6. - First Reading
- E.2.** Ordinance 2023-02 Requesting to change the official zoning map for 6.68± acres of land, owned by Jeremy and Jill Barton, Bearing the Parcel ID: 16-13-30-0000-01020-0010, from the Flagler County "AC, Agriculture District" to the City of Bunnell "AG&S, Agricultural and Silviculture District" - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1.** Request Preliminary Plat Approval for Grand Reserve Phase 3

I. Reports:

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on January 3, 2023



Proclamation

WHEREAS, under the laws of all fifty states, the U.S. Territories, the District of Columbia, and federal government, stalking is a crime and up to 7.5 million people are stalked in a one-year period in the United States, with the majority of victims being stalked by someone they know; and

WHEREAS, many stalking victims lose time from work and experience serious psychological distress and lost productivity at a much higher rate than the general population; and

WHEREAS, many stalking victims are forced to protect themselves by relocating, changing their identities, changing jobs, and obtaining protection orders; and

WHEREAS, many stalkers use technology -such as cell phones, global positioning systems (GPS), cameras, and spyware- to monitor and track their victims; and

WHEREAS, laws and public policies must be continually adapted to keep pace with new tactics used by stalkers and there is a greater need for public awareness about the nature, criminality and lethality of stalking; and

WHEREAS, communities can better combat stalking by adopting multidisciplinary responses by teams of local agencies and organizations and by providing more and better victim services; and

WHEREAS, Family Life Center is joining forces with victim service providers, criminal justice officials, and concerned citizens throughout Bunnell and the United States to observe National Stalking Awareness Month; and

WHEREAS, the Flagler County Advocate Alliance is working to increase public understanding of this problem and mobilize community efforts to end stalking.

NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim the month of January 2023 as "Stalking Awareness Month" and applaud the efforts of the many victim service providers, law enforcement officers, prosecutors, organizations and private sector supporters for their efforts in promotion awareness about stalking.

Adopted this 9th day of January 2023

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



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Adopted this 9th day of January 2023

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description
Warrant 01/09/2023

Type
Warrant



(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Advance Stores Company, Incorporated					
	12/25/2022	Advance Stores Company, Inco...	Wire Harness adapter truck 939	402-0534-534.4620	16.14
	12/14/2022	Advance Stores Company, Inco...	Misc Equipment Air Filters	001-0541-541.4640	54.80
	12/07/2022	Advance Stores Company, Inco...	Oil, Air, Fuel filters for 941	402-0534-534.4620	220.84
	12/09/2022	Advance Stores Company, Inco...	Misc Equipment Air Filters	001-0541-541.4640	184.08
	12/09/2022	Advance Stores Company, Inco...	Oil Filter	001-0541-541.4640	16.79
	12/09/2022	Advance Stores Company, Inco...	Air, Fuel, & Oil Filters	001-0541-541.4640	68.24
	12/09/2022	Advance Stores Company, Inco...	Fluids, Filters, Misc. Equipment..	001-0541-541.4640	163.39
	12/09/2022	Advance Stores Company, Inco...	Air Filters & Hydraulic Filter Mi...	001-0541-541.4640	75.41
		Vendor Advance Stores Company, Incorporated Total:			799.69
Vendor: Alliant Engineering Inc					
	12/20/2022	Alliant Engineering Inc	Services Through Nov 30/22	001-0538-538.6300	3,980.00
		Vendor Alliant Engineering Inc Total:			3,980.00
Vendor: Blue Cross Blue Shield of Florida					
	12/19/2022	Blue Cross Blue Shield of Flori...	FCL Jan 2023	001-2184000	1,674.36
	12/19/2022	Blue Cross Blue Shield of Flori...	FCL Jan 2023	001-2184500	81.17
		Vendor Blue Cross Blue Shield of Florida Total:			1,755.53
Vendor: Bunnell Auto Supply, Inc.					
	12/13/2022	Bunnell Auto Supply, Inc.	Switch rocker read 20A for Tr...	402-0534-534.4620	4.01
		Vendor Bunnell Auto Supply, Inc. Total:			4.01
Vendor: Charles J. Cino					
	12/23/2022	Charles J. Cino	Code Enforcement Board 12/1...	001-0524-524.3102	375.00
		Vendor Charles J. Cino Total:			375.00
Vendor: City of Bunnell - WS O&M					
	12/30/2022	City of Bunnell - WS O&M	01-0040-01 DEC 2022	001-0572-572.4300	469.95
	12/30/2022	City of Bunnell - WS O&M	01-5270-01 DEC 2022	401-0533-533.4300	169.45
	12/30/2022	City of Bunnell - WS O&M	02-2060-09 DEC 2022	001-0519-519.4300	247.73
	12/30/2022	City of Bunnell - WS O&M	02-2070-07 DEC 2022	401-0533-533.4300	116.83
	12/30/2022	City of Bunnell - WS O&M	02-2070-07 DEC 2022	404-0535-535.4300	116.83
	12/30/2022	City of Bunnell - WS O&M	02-2080-08 DEC 2022	001-0519-519.4300	241.31
	12/30/2022	City of Bunnell - WS O&M	02-2503-00 DEC 2022	404-0535-535.4300	85.33
	12/30/2022	City of Bunnell - WS O&M	02-3191-00 DEC 2022	001-0541-541.4300	84.76
	12/30/2022	City of Bunnell - WS O&M	03-0161-00 DEC 2022	404-0535-535.4300	85.33
	12/30/2022	City of Bunnell - WS O&M	03-0320-01 DEC 2022	001-0572-572.4300	357.90
	12/30/2022	City of Bunnell - WS O&M	03-0370-01 DEC 2022	001-0572-572.4300	765.86
	12/30/2022	City of Bunnell - WS O&M	03-0545-00 DEC 2022	404-0535-535.4300	85.14
	12/30/2022	City of Bunnell - WS O&M	03-1541-00 DEC 2022	404-0535-535.4300	84.76
	12/30/2022	City of Bunnell - WS O&M	03-4991-00 DEC 2022	001-0541-541.4300	84.76
	12/30/2022	City of Bunnell - WS O&M	03-5151-00 DEC 2022	001-0541-541.4300	84.76
	12/30/2022	City of Bunnell - WS O&M	03-5191-00 DEC 2022	001-0572-572.4300	84.76
	12/30/2022	City of Bunnell - WS O&M	03-5240-01 DEC 2022	404-0535-535.4300	440.08
	12/30/2022	City of Bunnell - WS O&M	03-5260-01 DEC 2022	001-0541-541.4300	474.89
	12/30/2022	City of Bunnell - WS O&M	04-0170-02 DEC 2022	404-0535-535.4300	84.76
	12/30/2022	City of Bunnell - WS O&M	04-1140-01 DEC 2022	001-0572-572.4300	281.83
	12/30/2022	City of Bunnell - WS O&M	04-2181-00 DEC 2022	404-0535-535.4300	84.85
	12/30/2022	City of Bunnell - WS O&M	04-3031-00 DEC 2022	001-0541-541.4300	84.76
	12/30/2022	City of Bunnell - WS O&M	04-3032-00 DEC 2022	404-0535-535.4300	84.85
	12/30/2022	City of Bunnell - WS O&M	04-3360-01 DEC 2022	404-0535-535.4300	84.76
	12/30/2022	City of Bunnell - WS O&M	06-0327-01 DEC 2022	404-0535-535.4300	84.76
		Vendor City of Bunnell - WS O&M Total:			4,871.00

Expense Approval Register

Packet: APPKT07870 - 1.9.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount	
Vendor: Colonial Life & Accident Insurance Company						
	12/08/2022	Colonial Life & Accident Insura...	Colonial Life - December 2022	001-2185000	887.88	
					Vendor Colonial Life & Accident Insurance Company Total:	887.88
Vendor: Computers at Work, Inc						
	12/20/2022	Computers at Work, Inc	Endpoint Security	001-0516-516.5230	2,141.53	
					Vendor Computers at Work, Inc Total:	2,141.53
Vendor: Environmental Land Services of Flagler County, Inc						
	12/23/2022	Environmental Land Services of..	Dumping services 12.16-12.22	402-0534-534.3400	3,741.89	
	12/30/2022	Environmental Land Services of..	Services from 12.23.22-12.29....	402-0534-534.3400	3,770.41	
					Vendor Environmental Land Services of Flagler County, Inc Total:	7,512.30
Vendor: FLAGLER COUNTY SCHOOL BOARD						
	01/03/2023	FLAGLER COUNTY SCHOOL BO...	School Board Impact Fees - Oct..	001-2081100	8,899.49	
					Vendor FLAGLER COUNTY SCHOOL BOARD Total:	8,899.49
Vendor: Florida Health Care Plans, Inc.						
	01/01/2023	Florida Health Care Plans, Inc.	FHCP-T66 Jan 2023	001-2184000	36,204.45	
	01/01/2023	Florida Health Care Plans, Inc.	FHCP-Retiree Jan 2023	001-2184500	1,985.93	
	01/01/2023	Florida Health Care Plans, Inc.	FHCP-T23 Jan 2023	001-2184000	3,323.72	
					Vendor Florida Health Care Plans, Inc. Total:	41,514.10
Vendor: Liberty National Life Insurance						
	12/28/2022	Liberty National Life Insurance	Liberty Jan 2023	001-2185000	808.55	
					Vendor Liberty National Life Insurance Total:	808.55
Vendor: Maudlin International Trucks						
	11/28/2022	Maudlin International Trucks	Sensor, Particulate Truck 941	402-0534-534.4620	450.00	
					Vendor Maudlin International Trucks Total:	450.00
Vendor: McGrath RentCorp and Subsidiaries						
	12/22/2022	McGrath RentCorp and Subsid...	24 mth lease 12.22.22-1.20.23	001-0519-519.4400	1,885.70	
					Vendor McGrath RentCorp and Subsidiaries Total:	1,885.70
Vendor: Michael Leo Dove						
	12/29/2022	Michael Leo Dove	Building Inspection 12.13.22 - ...	001-0524-524.3401	1,345.00	
					Vendor Michael Leo Dove Total:	1,345.00
Vendor: MLG Municipal Services LLC						
	12/30/2022	MLG Municipal Services LLC	Building Official Monthly Pay F...	001-0524-524.3401	2,400.00	
					Vendor MLG Municipal Services LLC Total:	2,400.00
Vendor: Monro, Inc						
	08/05/2022	Monro, Inc	Dismount & Mount Tires	402-0534-534.4600	330.00	
					Vendor Monro, Inc Total:	330.00
Vendor: Newsom Oil Company						
	12/29/2022	Newsom Oil Company	Change Order 1 - Fuel Charges	001-0541-541.4620	0.94	
	12/29/2022	Newsom Oil Company	15W40 Oil Tank Refill	001-0541-541.4640	271.75	
	12/29/2022	Newsom Oil Company	15W40 Oil Tank Refill	001-0572-572.4640	271.75	
	12/29/2022	Newsom Oil Company	Change Order 1 - Fuel Charges	001-0572-572.4640	0.94	
	12/29/2022	Newsom Oil Company	Change Order 1 - Fuel Charges	402-0534-534.4620	5.62	
	12/29/2022	Newsom Oil Company	15W40 Oil Tank Refill	402-0534-534.4620	1,630.50	
					Vendor Newsom Oil Company Total:	2,181.50
Vendor: Nextran						
	07/26/2022	Nextran	Gaskets/Nozzles/Spark Plugs	402-0534-534.4620	1,222.28	
	07/26/2022	Nextran	Elbow, Nozzle, Spark Plug	402-0534-534.4620	55.87	
	07/27/2022	Nextran	Ignition Wire	402-0534-534.4620	287.77	
	07/28/2022	Nextran	Nozzle	402-0534-534.4620	363.02	
					Vendor Nextran Total:	1,928.94
Vendor: Norman E Hoffman						
	12/13/2022	Norman E Hoffman	Pre-employment screening Tay..	001-0521-521.3400	325.00	
					Vendor Norman E Hoffman Total:	325.00
Vendor: Palm Coast Observer, LLC						
	12/22/2022	Palm Coast Observer, LLC	Notice of Meeting 12.22.22	001-0524-524.4800	150.00	

Expense Approval Register

Packet: APPKT07870 - 1.9.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	12/22/2022	Palm Coast Observer, LLC	Notice of Meeting 12/22/22	001-0524-524.4800	145.00
			Vendor Palm Coast Observer, LLC Total:		295.00
Vendor: Sun Country Termite & Pest Control					
	12/12/2022	Sun Country Termite & Pest C...	604 E Moody Unit 6	001-0519-519.3401	25.00
	12/12/2022	Sun Country Termite & Pest C...	604 E Moody Blvd Unit 4	001-0519-519.3401	25.00
	12/12/2022	Sun Country Termite & Pest C...	1769 E Moody Building 14 / Pol..	001-0519-519.3401	50.00
	12/12/2022	Sun Country Termite & Pest C...	604 E Moody unit 5	401-0533-533.3401	12.50
	12/12/2022	Sun Country Termite & Pest C...	604 E Moody unit 5	404-0535-535.3400	12.50
	12/12/2022	Sun Country Termite & Pest C...	300 Tolman St	001-0541-541.3400	40.00
	12/12/2022	Sun Country Termite & Pest C...	100 Utility Dr	401-0533-533.3401	30.00
	12/12/2022	Sun Country Termite & Pest C...	200 Tolman St	404-0535-535.3400	30.00
	12/09/2022	Sun Country Termite & Pest C...	405 E Drain St / Versie Lee	001-0572-572.3400	30.00
	12/09/2022	Sun Country Termite & Pest C...	200 S Church St / Coquina	001-0572-572.3400	37.00
	12/09/2022	Sun Country Termite & Pest C...	300 Citrus St	001-0572-572.3400	40.00
	12/09/2022	Sun Country Termite & Pest C...	401 E Court st / EJ Park	001-0572-572.3400	75.00
	12/09/2022	Sun Country Termite & Pest C...	Football Field / Carver Fields	001-0572-572.3400	75.00
	12/09/2022	Sun Country Termite & Pest C...	Corner US1 / Heritage Park	001-0572-572.3400	25.00
	12/09/2022	Sun Country Termite & Pest C...	1 Block from EJ Park / Jackson ...	001-0572-572.3400	30.00
			Vendor Sun Country Termite & Pest Control Total:		537.00
Vendor: UniFirst Corporation					
	11/16/2022	UniFirst Corporation	PD Uniforms	001-0521-521.3400	8.00
	11/02/2022	UniFirst Corporation	PD Uniforms	001-0521-521.3400	8.72
	11/23/2022	UniFirst Corporation	PD Uniforms	001-0521-521.3400	8.00
	11/30/2022	UniFirst Corporation	PD Uniforms	001-0521-521.3400	8.00
	12/14/2022	UniFirst Corporation	PD Uniforms	001-0521-521.3400	8.00
	12/21/2022	UniFirst Corporation	PD Uniforms	001-0521-521.3400	8.00
	12/07/2022	UniFirst Corporation	PD Uniforms	001-0521-521.3400	9.21
			Vendor UniFirst Corporation Total:		57.93
Vendor: USAbLe Life					
	12/21/2022	USAbLe Life	USAbLe Life Jan 2023	001-2184000	323.64
			Vendor USAbLe Life Total:		323.64
Vendor: Verizon Wireless					
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	001-0512-512.4100	80.56
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	001-0513-513.4100	40.28
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	001-0516-516.4100	45.28
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	001-0521-521.4100	1,344.95
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	001-0524-524.4100	145.01
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	001-0541-541.4100	114.37
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	001-0549-549.4100	152.70
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	001-0572-572.4100	153.14
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	401-0533-533.4100	298.48
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	402-0534-534.4100	192.98
	12/13/2022	Verizon Wireless	Cell Service 11/14-12/13	404-0535-535.4100	298.47
			Vendor Verizon Wireless Total:		2,866.22
Vendor: Vision Service Plan					
	12/18/2022	Vision Service Plan	VSP - Jan 2023	001-2184000	814.24
			Vendor Vision Service Plan Total:		814.24
Vendor: Vose Law Firm, LLP					
	01/02/2023	Vose Law Firm, LLP	December 2022 Legal Fees	001-0514-514.3102	7,000.00
	01/02/2023	Vose Law Firm, LLP	December 2022 Legal Fees	001-0524-524.3102	500.00
			Vendor Vose Law Firm, LLP Total:		7,500.00
Vendor: WB Mason					
	12/15/2022	WB Mason	Office supplies Calendar, Card...	001-0541-541.5100	23.23
	12/15/2022	WB Mason	Office supplies Calendar, Card...	401-0533-533.5102	54.17
	12/15/2022	WB Mason	Office supplies Calendar, Card...	404-0535-535.5100	54.16
			Vendor WB Mason Total:		131.56
			Grand Total:		96,920.81

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	82,231.47
401 - WATER	681.43
402 - SOLID WASTE	12,291.33
404 - SEWER	1,716.58
Grand Total:	96,920.81

Account Summary

Account Number	Account Name	Expense Amount
001-0512-512.4100	Communications Expense	80.56
001-0513-513.4100	Communications Expense	40.28
001-0514-514.3102	Legal Services	7,000.00
001-0516-516.4100	Communications Expense	45.28
001-0516-516.5230	Software	2,141.53
001-0519-519.3401	Other Contractual Services	100.00
001-0519-519.4300	Utilities	489.04
001-0519-519.4400	Rental/Lease	1,885.70
001-0521-521.3400	Other Contract Services	382.93
001-0521-521.4100	Communications Expense	1,344.95
001-0524-524.3102	Legal Services	875.00
001-0524-524.3401	Bldg / Fire Inspection Exp -..	3,745.00
001-0524-524.4100	Communications Expense	145.01
001-0524-524.4800	Advertising / Promo Expe...	295.00
001-0538-538.6300	Improvements - Other Th...	3,980.00
001-0541-541.3400	Other Contract Services	40.00
001-0541-541.4100	Communications Expense	114.37
001-0541-541.4300	Utility - Public Services	813.93
001-0541-541.4620	Repair / Maint - Vehicles	0.94
001-0541-541.4640	Equipment Repair & Maint..	834.46
001-0541-541.5100	Office Supplies Expenses	23.23
001-0549-549.4100	Communications	152.70
001-0572-572.3400	Other Contract Services	312.00
001-0572-572.4100	Communications Expense	153.14
001-0572-572.4300	Utility - Public Services	1,960.30
001-0572-572.4640	Repair/Maint - Equipment	272.69
001-2081100	School Impact Fees	8,899.49
001-2184000	Med/Health Employee Lia...	42,340.41
001-2184500	Retiree Medical	2,067.10
001-2185000	125 Plans Employee Paybl ..	1,696.43
401-0533-533.3401	Other Contract Services	42.50
401-0533-533.4100	Communications Expense	298.48
401-0533-533.4300	Utility - Public Services	286.28
401-0533-533.5102	Office Supplies - Water	54.17
402-0534-534.3400	Other Contract Services - ...	7,512.30
402-0534-534.4100	Communications - Solid ...	192.98
402-0534-534.4600	Repair / Maint - Service	330.00
402-0534-534.4620	Repair/Maint Vehicles - So..	4,256.05
404-0535-535.3400	Other Contractual Services	42.50
404-0535-535.4100	Communications	298.47
404-0535-535.4300	Utilities	1,321.45
404-0535-535.5100	Office Supplies	54.16
Grand Total:		96,920.81

Project Account Summary

Project Account Key	Expense Amount
None	92,940.81
CDBG-Hymon COB	3,980.00
Grand Total:	96,920.81



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

VACANT

BUNNELL CITY COMMISSION MINUTES

Monday, December 29, 2022

5:30 PM

604 E. Moody Blvd. Ste 4

Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 5:31 PM and led the Pledge to the Flag.

Roll Call (Present): Mayor Catherine D. Robinson; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; City Attorney Wade Vose (via telephone); City Attorney Paul Waters (via telephone); City Manager Alvin B. Jackson, Jr.; City Clerk Kristen Bates

Excused: Vice Mayor John Rogers

B. Introductions, Commendations, Proclamations, and Presentations: None

C. Consent Agenda:

C.1. Approval of Warrant

a. December 29, 2022 Warrant

C.2. Approval of Minutes

a. December 12, 2022 City Commission Meeting

Motion: Approve the Consent Agenda

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

Comments regarding items not on the agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

None

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business: None

I. Reports:

- **City Clerk** – None
- **Police Chief** – None
- **City Attorney** – wished all a Happy New Year
- **City Manager** – reminded all about the newest edition of the City Manager Report
- **Mayor and City Commissioners**
 - **Commissioner Gordon** – None
 - **Commissioner Schultz** - None
 - **Mayor Robinson** – None

J. Call for Adjournment.

Motion: Adjourn

Motion by: Commissioner Gordon

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The city adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 11/30/2022 Amount: \$96,425.50
Department: City Commissioners Account #:
Subject: Approval of Business Incentive Development Agreement for Project
Sizemore
Agenda Section: Consent Agenda:
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Project Sizemore Agreement	Contract

Summary/Highlights:

The City of Bunnell adopted Resolution 2019-23, consistent with Section 166.021(8), Florida Statutes to implement a City of Bunnell Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the Resolution.

Background:

Sizemore has submitted an application requesting a Business Incentive Grant for an Existing Building.

At the November 28, 2022 City Commission Meeting, the City Commission voted to approve the Business Incentive Application for Project Sizemore. This is the actual agreement for the business incentive award.

The estimated capital investment is \$4,415,000.00. The applicant scored 20 points under the Existing Business Category. This category is eligible 75% of four years incentive.

Staff Recommendation:

Staff recommends approval of this Business Incentive Development Agreement.

City Attorney Review:

Reviewed and approved for legal sufficiency

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
(Project Sizemore)**

This **ECONOMIC DEVELOPMENT GRANT AGREEMENT** ("Agreement") is entered into between the **CITY OF BUNNELL, FLORIDA**, a Florida municipal corporation, located at 604 E. Moody Blvd., Bunnell, FL 32110, and., Sizemore Welding Inc. whose primary place of business is Bunnell, Florida ("Grant Recipient").

RECITALS

WHEREAS, Section 166.021(8), Florida Statutes declares that a public purpose is served when a municipality spends public funds toward the achievement of economic development, including making grants to private enterprises for the expansion of businesses existing in the community or the attraction of a new business to the community; and

WHEREAS, Section 166.021(8), Florida Statutes, expressly notes that Section 166.021(8) (b) expressly states that it "shall be liberally construed in order to effectively carry out the purposes of this subsection;" and

WHEREAS, consistent with Section 166.021(8), Florida Statutes, the City of Bunnell City Commission, pursuant to Resolution 2019-23, adopted and implemented a City of Bunnell Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the Resolution; and

WHEREAS, Grant Recipient will be relocating to an existing vacant building with approximately 36,000 Sq Ft square feet on property located at 901 E. Moody Blvd, within the City of Bunnell city limits; and

WHEREAS, Grant Recipient anticipates its proposed project will retain 29 existing jobs and create 5 new jobs at an average wage of \$45,000: and

WHEREAS, Grant Recipient is an existing business and submitted an application, which received a favorable recommendation for award of an Economic Development Grant by the City of Bunnell City Commission on November 28, 2022; and

WHEREAS, in accordance with Resolution 2019-23, the City of Bunnell City Commission approved an economic incentive up to 75% of the City of Bunnell's portion of Ad Valorem taxes and 50% of net new tangible personal property taxes for a period of 4 years to begin on December 1, 2022.

NOW THEREFORE, the parties in consideration of the terms set forth below, agree as follows:

The Recitals expressed above are incorporated by reference into the body of this Agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

SECTION 2. Project Details.

The Project shall be restricted to the specific details contained in Grant Recipient's Application for Economic Development Grant, a copy of which is attached to this Agreement as Exhibit A, and a New Job Phasing Schedule through 2030, a copy of which is attached to this Agreement as Exhibit B, which is Incorporated into this Agreement by reference.

SECTION 3. Duration.

This Agreement shall be effective from the 1st day of January 2023 until the 30th day of April 2030 or until the City submits the final payment of the City Economic Development Grant to Grant Recipient, whichever occurs first.

SECTION 4. Definitions.

Unless stated otherwise in this Agreement, all terms that are defined in Resolution 2019-23 shall have the same meaning as is set forth therein.

SECTION 5. Total Number of New Full-Time Equivalent Jobs.

Grant Recipient represents that it will initially provide 29 existing full-time equivalent jobs in the City of Bunnell in 2023, 5 new jobs subsequently. Grant Recipient's representation of the number of retained and new full-time equivalent jobs that will be created by the project was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth above, it shall be required to maintain at least that many full-time equivalent jobs in the City to maintain its eligibility to receive Economic Development Grant funds pursuant to this agreement. Grant Recipient shall file with the City of Bunnell Community Development Director each quarterly IRS Form 941 during the term of this Agreement at the same time such reporting is required by Federal Law.

SECTION 6. Average Wage of Full-Time Equivalent Jobs.

Grant Recipient further represents that it will provide wages at an average of at least \$45,000 in the aggregate for the existing and new full-time equivalent jobs in City of Bunnell as a result of its upcoming project.

Grant Recipient's representation of the average wage of the new full-time equivalent jobs was a factor relied upon by the City with respect to entering into this Agreement. Therefore, once Grant Recipient fulfills its full-time equivalent jobs requirement as set forth in Section 5 of this Agreement, the average wage of the new full-time equivalent jobs in the City shall be considered a condition associated with Grant Recipient's eligibility to receive City of Bunnell Economic Development Grant funds.

SECTION 7. Payment of Fees and Taxes Prior to Claim Submission.

Prior to any submission of claim by Grant Recipient to the City for an Economic Development Grant payment, Grant Recipient shall pay to the City a total amount equal to the general City portion of ad valorem taxes. It is expressly understood by the Parties that Grant Recipient shall pay the total amount of City ad valorem taxes as shown on Grant Recipient's tax bill prior to Grant Recipient applying for, or receiving, any City of Bunnell Economic Development Grant payment in any eligible Fiscal Year.

SECTION 8. Authority of the Board to Review Records.

The City reserves the right upon reasonable notice of seven (7) days, to review and copy all applicable financial and personnel records of Grant Recipient's relating to the capital investment and existing and new full-time equivalent jobs contemplated and then maintained under this Agreement in order to determine the degree of Grant Recipient's compliance with this Agreement, as well as Grant Recipient's compliance with the applicable provisions of Resolution 2019-23, as may be amended from time to time.

The City shall maintain such financial and personnel records, data, information, correspondence, and documents as confidential to the full extent permitted under Chapter 119, Florida Statutes consistent with the request of Grant Recipient for such purpose.

SECTION 9. Timely Filed Claims: Consequences for Failure to File Timely Claims.

All Economic Development Grant payments shall be made pursuant to the requirements set forth in the City of Bunnell Business Incentive Resolution, as may be amended from time to time. For each fiscal year in which Grant Recipient is eligible for an Economic Development Grant payment, Grant Recipient shall submit a claim to the City for such payment prior to the end of the fiscal year. Any claim made pursuant to this Agreement shall comply with the requirements set forth in Resolution 2019-23.

If Grant Recipient fails to timely submit a claim to the City for an Economic Development Grant payment during any eligible fiscal year, then Grant Recipient shall waive its right to such payment for that fiscal year. Any such waiver shall not affect Grant Recipient's right to seek Economic Development Grant payments in any other fiscal year.

Upon written request by, Grant Recipient, the City Commission may consider and approve an untimely claim for an Economic Development Grant payment. Such relief shall be granted no more than once during the term of this Agreement. Nothing in this section shall create any obligation on the part of the City Commission to approve an untimely claim for an Economic Development Grant payment.

SECTION 10. Conditions of Compliance; Consequence for Failure to Comply.

In order, to remain eligible for City Economic Development Grant payments, Grant Recipient must abide by and comply with the provisions set forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement and any applicable provisions of Resolution 2019-23. Grant Recipient shall complete construction of the project and occupy the premises by December 30, 2024.

Should the Board determine that Grant Recipient has failed to comply with the conditions set forth in Sections 5, 6, 8 or 10 of this agreement, the City Commission shall notify Grant Recipient of such non-compliance no later than 30 days after the City Commission makes such a determination. Grant Recipient shall have 30 days from the date of the City Commission's notification in which to submit to the City a written report that either sufficiently documents Grant Recipient's compliance with the conditions set forth in the City's notification or sufficiently sets forth all corrective action to be taken by Grant Recipient in order to come into compliance with the conditions set forth in

Sections 5, 6, 8 or 10 above.

If Grant Recipient fails to sufficiently establish its compliance with the conditions set forth above within 30 days after notification of non-compliance or fails to provide a plan to cure approved by the City Commission within such time, then the City may terminate this Agreement without further notice to Grant Recipient, and the parties shall be released from any further obligations under this Agreement.

Section 11. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

By executing this Agreement, Grant Recipient represents that it has obtained all licenses and other authorizations to do business in the State of Florida and in the City of Bunnell. Grant Recipient acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any Economic Development Grant Payment. Failure to maintain such licenses and authorizations shall result in Grant Recipient losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

By executing this Agreement, Grant Recipient: acknowledges that compliance with all terms of this agreement shall be a condition precedent to Grant Recipient receiving any Economic Development Grant payment. Failure to comply with the terms of this Agreement shall result in Grant Recipient losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

SECTION 12. Notice Regarding Grant Payments

Grant Recipient acknowledges that the City's payment of grant funds pursuant to this Agreement is contingent upon the appropriation of sufficient funds for that purpose by the City Commission. Nothing in this Agreement shall create any obligation on the part of the City Commission to appropriate funds for Economic Development Grants during any given fiscal year.

If Economic Development Grant funds are unavailable in a particular fiscal year, Grant Recipient shall not receive additional grant payments in a succeeding fiscal year in order to make up for such unavailability unless the City Commission authorizes such payment by resolution. If the City Commission authorizes additional payments pursuant to this section, the City and Grant Recipient shall execute an amendment to this Agreement, which shall incorporate the Resolution authorizing the additional payments.

SECTION 13. Total Amount of City Economic Development Grant; Re-Calculation of Total Amount Permitted.

Grant Recipient shall be eligible to receive grant payments under this Agreement in the following fiscal years:

- | | | | |
|-----|------|-----|------|
| (1) | 2024 | (5) | 2028 |
| (2) | 2025 | (6) | 2029 |
| (3) | 2026 | (7) | 2030 |
| (4) | 2027 | | |

Subject to the provisions of Resolution 2019-23, the Business Incentive Program, and this Agreement, the average grant payment to be paid in each fiscal year is approximately \$13,775.07 A preliminary economic development grant calculation sheet is attached to this Agreement as Exhibit C and is incorporated into this Agreement by reference. Notwithstanding the foregoing, if during the initial or any subsequent year the capital improvements and new tangible assets do not total the anticipated investment of one or both investments, the grant calculation will be adjusted accordingly.

Notwithstanding the provisions of section 5 above, Grant Recipient eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Resolution 2019-23 and Business Incentive Program guidelines. Grant payments are tied to Grant Recipients ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on Grant Recipients property values. For purposes of determining net new tangible personal property taxable value as it pertains to this agreement, it is hereby recognized that net new tangible personal property taxable value shall be in addition to the taxable value of \$1,613,994.00 Real Estate PID 1012300850001800000/\$0 Tangible Personal.

Notwithstanding any other provision in this Agreement, the maximum amount of Economic Development Grant funds available to Grant Recipient under this Agreement is \$96,425.00. However, nothing in this section shall entitle Grant Recipient to receive the maximum amount of funds if Grant Recipient would not be otherwise entitled to the funds according to Grant Recipient's grant calculation.

SECTION 14. Notices.

All official notices to the City shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

City of Bunnell Community Development Director 604-6 E. Moody Blvd., Bunnell, FL 32110, with a copy to the City Attorney.

All official notices to Grant Recipient shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

Duane Attack
Sizemore Welding Inc.
205 N. Bay Street
Bunnell, FL 32110

At such time that Grant Recipient relocates to the new building, it will be legally acceptable to submit all official notices to the new address to be provided to the City.

SECTION 15. Timeframe for Grant Recipient's Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.

Upon approval of this Agreement by the City Commission, the Mayor shall execute two copies of the Agreement and forward both copies to Grant Recipient, who shall execute both copies and shall return one copy to the City, retaining the second copy for its records, within 30 days of the City execution of the agreement.

If Grant Recipient fails to timely execute and deliver a copy of this Agreement to the City

within 30 days of the City's execution of the Agreement, and fails to apply for an extension of time, the City Commission's approval of this Agreement shall be automatically terminated, and this Agreement shall be rendered void.

If Grant Recipient is unable to return an executed copy of this Agreement to the City within 30 days of the City's execution of the Agreement, Grant Recipient may apply to the City for a single extension not to exceed 30 days.

SECTION 16. Amendments to this Agreement.

Both the City and Grant Recipient acknowledge that this Agreement constitutes the complete Agreement and understanding of the parties. Except as otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the City and Grant Recipient.

SECTION 17. Termination.

This Agreement may be terminated as provided in Section 10. The City may terminate this Agreement if Grant Recipient fails to comply with the terms of this agreement or the requirements of Resolution 2019-23. Notice of termination of this Agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this Agreement.

Section 18. Assignment.

Grant Recipient may not assign or otherwise transfer its rights and duties under this Agreement. Should Grant Recipient assign or otherwise transfer its rights under this Agreement, this Agreement shall be automatically terminated. Nothing in this section shall prevent Grant Recipient from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of Grant Recipient

SECTION 19. Public Records.

Grant Recipient acknowledges that the City is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This Agreement, and all documents associated with this Agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the City shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

SECTION 20. Captions.

The captions and headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this Agreement.

SECTION 21. Severability.

If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable, and the remainder of the agreement shall remain in full force and effect.

SECTION 22. Authority to Execute.

Each party covenants that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the signatories below.

IN WITNESS WHEREOF, the Parties have executed this agreement on the date noted below.

Duane Sizemore
Sizemore Welding, Inc.

Bridgette H. Gunnells
Signature of Witness #1
Print Name: Bridgette H. Gunnells

By: Duane Sizemore
Print Name: Duane Sizemore
Title: President
Date: 12/01/2022

Bradley A.S. Reed
Signature of Witness #2
Print Name: Bradley A.S. Reed

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ on line notarization this 1 day of Dec 2022, by Duane Sizemore, who is the owner of Sizemore Welding, Inc. and personally known to me or who has produced _____ as identification and who X did not (___ did) take an oath.

(NOTARY SEAL)



Christine Lynn Hancock
Signature of Notary
Christine Lynn Hancock
Print or type name

ATTEST:

CITY OF BUNNELL

KRISTEN BATES
City Clerk

CATHERINE D. ROBINSON, Mayor
Date: _____

Approved as to Form and Legality:

WADE C. VOSE, City Attorney

EXHIBIT A APPLICATION
[to be attached]

**EXHIBIT B
NEW JOB PHASING SCHEDULE**

29 Existing	Jobs
5 New	Jobs

EXHIBIT C

Grant Calculations



APPLICATION
Business Incentive Program

1. BUSINESS INFORMATION

A. Legal name of the Applicant: *Sizemore Welding Inc.*

B. Name of Ultimate Parent Company (if applicable): *N/A*
City _____ State/Province _____ Country _____

C. List each Principal Executive Officer, director (or any person who performs a similar function regardless of title) of the Applicant and the Ultimate Parent Company (if applicable), and any person or entity that Controls the Applicant. Attach additional sheets if necessary.

<u>Name</u>	<u>Title or Position</u> ¹	<u>Percent of Ownership</u>
<i>Duane Sizemore</i>	<i>owner / President</i>	<i>100%</i>

D. Applicant's Federal Employer Identification Number: *59-3041124*
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.) _____

E. Applicant's Florida Sales Tax Registration Number (if applicable): *28-8011970417-0*

F. Total number of new jobs and/or saved jobs (on a Full-Time Equivalent Job Basis). *45 total saved and new*

G. NEW BUSINESS ONLY: Is the Applicant an existing resident of Bunnell?
existing Business

Yes No



2. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

- New business to Bunnell
- Existing Bunnell business creating and/or retaining jobs
- Speculative Space

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other locations in connection with this Project (on a Full-Time Equivalent Job Basis)? **34**

C. Please describe the Project, including the specific business activity(ies) of the Project: **Additional Metal Fabrication**

D. What is the anticipated commencement date of the Project? **November 29 2022**

E. Break down of the Project's primary business activity(ies) and the corresponding wages:
Office support + Labor metal shearing, lazer cutting, bending welding powder coating

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage (\$)
Metal Fabrication MANUF	332312	100 %	\$ 45,000
		%	\$
		%	\$

F. Please provide the address of the proposed permanent location of the Project:

Street Address **901 E moody Boulevard**
 City **Bunnell** State **Florida** Zip Code **32110**

G. Will the Project be located in a current underutilized business zone or CRA.

Yes No

H. Which of the following best describes the location of the Project:

- Regional headquarters If it is a regional headquarters, what region?
- National headquarters
- International headquarters
- Not applicable

I. Please provide an estimate of the percentage of goods or services from this Project that will be sold or delivered to customers outside the City of Bunnell: **95 %**



3. JOB AND WAGE OVERVIEW

- A. How many new Full-Time Equivalent (FTE) Jobs are projected to be created as part of this project? **34 (29 retained + 5 NEW) RETAINED + CREATED**
- B. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Bunnell jobs created as part of this Project?² **\$ 45,000 ANNUAL**
- C. What is the projected annualized average cost to the Applicant of benefits for each new Full-Time Equivalent created as part of this Project? **\$ 5000 ANNUAL**
- D. Please indicate the benefits that are included in the above calculation (e.g., health insurance, 401(k) contributions, paid vacation and sick leave, etc.)? **VACATION / Holiday pay / Health CARE IRA**

4. CAPITAL INVESTMENT OVERVIEW

- A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.): **NEW Purchased Equipment / Removing interior walls, remodel interior only / Addition approx 15,000 sqft to East Side of facility.**
- B. Identify whether the Project be located in a/an:
 - Leased space with renovations or build out
 - Newly constructed building(s) on newly acquired land
 - Newly constructed building(s) on previously acquired land
 - Newly acquired existing building(s) with renovations
 - Addition to previously acquired existing building(s)
 - Other (please describe in 4A above)
- C. List the projected capital investment to be made in Bunnell in connection with this Project (by type and year):

Calendar Year :	2022	2023				Total
Land or <u>Building Purchase</u>	\$ 2.4m	\$	\$	\$	\$	\$ 2,400,000
Construction / Renovations	\$ 150,000	\$ 1.06m	\$	\$	\$	\$ 1,050,000
Manufacturing Equipment	\$ 170,000	\$	\$	\$	\$	\$ 170,000
R&D Equipment	\$ 25,000	\$	\$	\$	\$	\$ 25,000
Other Equipment (computer equipment, office furniture, etc.)	\$ 70,000	\$	\$	\$	\$	\$ 70,000
Total Capital Investment	\$ 2,815,000	\$ 1.06m	\$	\$	\$	\$ 4,415,000

- D. What is the estimated square footage of the new or expanded facility?

51,000 Sq FT (36,000 Existing + 15,000 NEW)

² All cash payments to the employees (other than reimbursements of business expenses) should be included.
 Revised 11/19 Page 3 of 6



6. DISCLOSURE

- A. In the past 10 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign or military court to any Felony or Misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

Yes No If yes,
explain?

- B. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

Yes No If yes,
explain?

- C. In the past 5 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

Yes No If yes,
explain?



7. CONFIDENTIALITY

In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that the City of Bunnell maintain the confidentiality of all information regarding this project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.

Please indicate whether the Applicant is requesting confidential treatment of this project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)

Yes No

8. SIGNATURES

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she has read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, is complete and accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

<u>Signature</u>		<u>Date</u> 10/14/2022
<u>Duane Sizemore</u>		
<u>Name</u>		
<u>Duane Sizemore</u>		
<u>Title</u> President		
<u>Company</u> Sizemore Welding Inc		



APPENDIX 1

EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

APPLICANT – The entity(ies) that will satisfy all job creation and capital investment requirements under the incentive agreement with the Department and which are applying on or amending this Application.

BROWNFIELD AREA ELIGIBLE FOR BONUS REFUNDS – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

CONTROL – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company

ENTERPRISE ZONE – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

FELONY – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also includes a general court martial.

FOUND – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

FULL-TIME EQUIVALENT JOB – One employee or two or more employees (without duplication) who perform at least 35 hours of paid work per week.

JOBS – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

MISDEMEANOR – For jurisdictions that do not differentiate between a felony and a misdemeanor, a misdemeanor is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than \$1,000. The term also includes a special court martial.

NAICS – Those classifications contained in the North American Industry Classification System, as published in 2007 by the Office of Management and Budget, Executive Office of the President, and updated from time to time.

ORDER – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

PRINCIPAL EXECUTIVE OFFICER – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

EXHIBIT A APPLICATION
[to be attached]

EXHIBIT B
NEW JOB PHASING SCHEDULE

29 Existing Jobs
5 New Jobs

EXHIBIT C

Grant Calculations

ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
Project Sizemore

Calculations based on City

Category: Existing Business

POINTS AWARDED

Target Industry: Fabrication/Manufacturing	2
Capital Investment: \$ 4,415,000	4
Facility Size: 51,000 (36,000 existing +15,000 new)	3
Job Creation: 29 Retained +5 new	1
Wages: Average wage \$45000	3
CRA	2
City Resident:	
Proximity to Utilities:	5
Total Points	20

The applicant scored 20 points under the Existing Industry Category. This project is eligible for 75% of four (4) years of ad valorem and 50% of four (4) years of tangible personal property incentives in the Total Amt. of \$96,425.50 to be paid out over 7 years in the amount of \$13,775.07 based on annual performance. And expedited permitting.

Total Value of Capital Improvements	\$4,150,000.00
Multiplied by City Millage rate	0.00743
Annual Ad Valorem Tax (general city portion)	\$30,834.50
75% Annual Ad Valorem Tax(gen. city portion)	0.75
Total Estimated Rebate Per Year	\$23,125.88
Multiplied by # Eligible Years	4
Ad Valorem Tax (general city portion) Estimate =	\$92,503.50

Total Estimated Value of New Tangible Assets	\$265,000.00
Multiplied by City Millage rate	0.0074
Annual new tangible business personal property tax (general city portion)	\$1,961.00
50% Annual new tangible business oersonal property tax(gen. city portion)	0.5
Total Estimated Rebate Per Year	980.5
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general city portion)	\$3,922.00

REBATE SCHEDULE & PAYOUT:

Total Maximum Possible Incentive:	\$96,425.50
Rebate will consist of 7 annual installments of:	\$13,775.07



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 12/6/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Apply for a Waiver to the Annual Wastewater Treatment Facility Fee
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Fee Waiver Application and Invoice	Cover Memo

Summary/Highlights:

Staff is requesting approval for Mayor Robinson's signature on the Wastewater Treatment Facility (WWTF) permit fee waiver request. Mayor Robinson is the authorized individual for the City's permit.

Background:

The City is eligible for a reduction in the Wastewater Treatment Facility annual permit fee as a municipality with a population less than 25,000, and with a per taxable value less than the statewide average for the current fiscal year. This fee waiver request is completed each year to assist with reducing fiscal hardship. The City's fees are reduced to \$100.00 or waived completely.

Staff Recommendation:

Approve the Mayor's signature on the request which certifies that payment of the fee is a fiscal hardship to the City supported by documentation that the conditions for a fee waiver have been met.

City Attorney Review:

Reviewed and approved for legal sufficiency

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

**Request to Reduce/Waive a Current Wastewater Annual Fee
Pursuant to Section 218.075, F.S.**

Applicant

DEP Facility ID: FL0020907 **Facility Name:** BUNNELL, CITY OF WWTP
Name of County, Municipality, or entity thereof: FLAGLER
Authorized Representative: ROBINSON, CATHERINE
Mailing Address: P.O. BOX 756
City: BUNNELL State: FL Zip Code: 32110
Telephone: 386-437-7500 Fax: _____ E-mail: ~~CROBINSON@BUNNELLCITY.US~~

The undersigned hereby certifies that the above local government meets the population requirements of Section [218.075](#), F.S., and (*check the following applying to your claim*):

- ✓ The above individual is the applicant for a County, Municipality, or created entity thereof for which this fee reduction is sought; and
- ✓ Certifies the above local government qualifies for permit processing fee reduction for the 2023 fiscal year due to one or more of the following factor(s):
 - (1) The per capita taxable value is less than the statewide average for the current fiscal year;
 - (2) The percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year;
 - (3) Any condition specified in Section [218.503\(1\)](#), F.S. which results in the county or municipality being in a state of financial emergency;
 - (4) Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or
 - (5) A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.
- ✓ The above factors are supported by the attached documentation...

Note: The Department of Revenue does NOT decide qualification for fee waiver. The Department of Environmental Protection will be the reviewer of all claims.

Based on this certification, the applicant above hereby requests that the Department of Environmental Protection waive the Wastewater Annual Fee for the above local government. If the applicant satisfies the requirements for relief, the fee will be waived in its entirety. To request waiver of the current fiscal year fee due, email Noreen.Biernacki@FloridaDEP.gov or postal mail the Department of Environmental Protection, Division of Water Resource Management, c/o Noreen Biernacki, 2600 Blair Stone Rd., Tallahassee, FL 32399-2400. For questions call 850-245-8577.

Signature of Applicant: _____ Date: _____

Title: MAYOR



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Bureau of Finance and Accounting
 P.O. Box 3070
 Tallahassee, FL 32315-3070
Annual Regulatory Program and Surveillance Fee
2023

INVOICE

INVOICE NO: 32740
DATE: 12/05/2022

To: crobinson@bunnellcity.us
 Permittee **CC:**

Accounting Information
Object Code: 002205
Org Code : 37 35 10 10 000
Expansion Option: TA
FLAIR Code : 37202526001373504000000020000
Facility Key # 11591

ROBINSON,CATHERINE
 BUNNELL, CITY OF
 P O BOX 756
 BUNNELL, FL 32110

FACILITY ID	FACILITY NAME	INVOICE AMOUNT
FL0020907	BUNNELL, CITY OF WWTF	\$3,375.00

Invoice amount represents only current year fee assessment.

This fee is assessed pursuant to Rule 62-4.052, Florida Administrative Code, and is **DUE January 15, 2023**. A copy of the rule may be found at <https://www.flrules.org/gateway/RuleNo.asp?title=PERMITS&ID=62-4.052>.

Payments can be made by personal, business or cashier's check, money order, electronic fund transfer or online by credit card. To pay online visit the DEP Business Portal at <http://www.fldepportal.com> Choose Pay > Invoices > Wastewater & Stormwater Regulatory Fees. Then Sign-in or Register for a new account.

If you represent a municipality (city/county government) or entity thereof, you may be eligible for a reduction or waiver of permit processing fees pursuant to Section 218.075, Florida Statutes. To obtain guidance go to the DEP Business Portal at the web link above.

If you have questions about this fee, payment or fee waiver eligibility email Noreen.Biernacki@floridadep.gov or call (850) 245-8577. *At this time, the best way to correspond will be via email.

cc: DEP NED District Office

PLEASE DETACH & RETURN THIS REMITTANCE SLIP WITH PAYMENT

INVOICE NO: 32740
DATE: 12/05/2022

PAY ONLINE AT: [HTTP://WWW.FLDEPPORTAL.COM](http://www.fldepportal.com) OR MAIL TO: BUREAU OF FINANCE AND ACCOUNTING
 P.O. BOX 3070
 TALLAHASSEE, FL 32315-3070

MAKE ALL PAYMENTS PAYABLE TO: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

FACILITY ID	FACILITY NAME	INVOICE AMOUNT	REMIT AMOUNT
FL0020907	BUNNELL, CITY OF WWTF	\$3,375.00	\$ _____

Accounting Information
Object Code: 002205
Org Code : 37 35 10 10 000
Expansion Option: TA
FLAIR Code : 37202526001373504000000020000
Facility Key # 11591

Wastewater Annual Fee Waiver/Reduction Guidance

The following guidance addresses Wastewater Annual Fee Reduction pursuant to Section [218.075](#), Florida Statutes. A copy of the statutory provision is attached.

1. **Applicability** – The fee reduction provision applies only to counties of population 50,000 or less on April 1, 1994, until such counties exceed a population of 75,000 and municipalities with a population of 25,000 or less, or for any entity created by special act, local ordinance, or interlocal agreement of such counties or municipalities, or for any county or municipality not included within a metropolitan statistical area, and which meet one of the 5 economic criteria specified in Section [218.075](#), F.S.
2. **Certification** – The attached worksheet ‘Request to Reduce/Waive a Current Wastewater Annual Fee’ identifies the criteria for a reduction of the annual fee pursuant to Section [218.075](#), F.S. The “governing body” (e.g., Mayor, County Commission Chairman, etc.) signing the worksheet certifies that the cost of the annual fee is a “fiscal hardship” to the City/County or entity thereof by identifying which criteria is being claimed. Backup documentation in support of such claim for Section [218.075](#), F.S. should be provided, see items 3 and 4 below.
3. **Economic Criteria** – For example, one of the economic criteria under which communities commonly apply is Section [218.075\(1\)](#) which is “Per capita taxable value is less than the statewide average for the current fiscal year.” Supporting documentation for this provision, as well as [218.075](#) (2) and (4), may be obtained from the [Department of Revenue \(DOR\), Research and Analysis Unit](#) (link). Cities and counties may instantly retrieve a memo for their specific jurisdiction without having to make an individual request. It is recommended to use the following browsers:
 - Chrome (version 36 and above)
 - Edge
 - Firefox (version 38 and above)
 - Internet Explorer 11
 - Safari (version 7 and above)

For assistance email the PTOResearchAnalysis@floridarevenue.com or contact the following.
Allison.Keever@floridarevenue.com or call 850-617-8925
Lizette.Kelly@floridarevenue.com or call 850-617-8865
Harvey.Bissoo@floridarevenue.com or call 850-717-6502

4. **Financial Criteria** – For example, one of the financial criteria under which some entities of a City/County might apply is Section [218.075\(5\)](#) which is “a state of financial emergency”. Supporting documentation for this provision can be determined by referring to s. [218.503\(1\)](#). As for Section [218.075\(3\)](#) please refer to the attached worksheet.
5. **Invoice** – The Wastewater Annual Fee invoice lists the full annual fee amount that would be due without a reduction pursuant to Section [218.075](#), F.S. This is true even if a fee reduction certification was claimed in previous years. The reason for this is that the certification applies only to the current fiscal year so a ‘new’ certification must be provided to qualify for the reduction in the current year.

6. **Payment** – For applicants meeting the statutory criteria for fee reduction or waiver under Section [218.075](#), F.S., the statute limits the amount of the application fee to no more than \$100. However, the cost of issuing a check in that amount and processing the check exceeds \$100 so **if an applicant satisfies the requirements for relief, the fee should be waived in its entirety.**
7. **Request** – Those who wish to apply for fee reduction or waiver should submit the following 3 items:
 1. Backup Documentation supporting the claim.
 2. Worksheet completed for request and review.
 3. Invoice for reference and filing.

Wastewater annual fee waiver requests should be emailed to Noreen.Biernacki@FloridaDEP.gov or postal mailed to Department of Environmental Protection, Division of Water Resource Management, c/o Noreen Biernacki, 2600 Blair Stone Rd., Tallahassee, FL 32399-2400

Florida Statutes

[Title XIV](#) Taxation and Finance

[Chapter 218](#) Financial Matters Pertaining to Political Subdivisions

[218.075](#) Reduction or waiver of permit processing fees.—Notwithstanding any other provision of law, the Department of Environmental Protection and the water management districts shall reduce or waive permit processing fees for counties with a population of 50,000 or less on April 1, 1994, until such counties exceed a population of 75,000 and municipalities with a population of 25,000 or less, or for an entity created by special act, local ordinance, or interlocal agreement of such counties or municipalities, or for any county or municipality not included within a metropolitan statistical area. Fee reductions or waivers shall be approved on the basis of fiscal hardship or environmental need for a particular project or activity. The governing body must certify that the cost of the permit processing fee is a fiscal hardship due to one of the following factors:

- (1) Per capita taxable value is less than the statewide average for the current fiscal year;
- (2) Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year;
- (3) Any condition specified in s. [218.503\(1\)](#) which results in the county or municipality being in a state of financial emergency;
- (4) Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or
- (5) A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

The permit applicant must be the governing body of a county or municipality or a third party under contract with a county or municipality or an entity created by special act, local ordinance, or interlocal agreement and the project for which the fee reduction or waiver is sought must serve a public purpose. If a permit processing fee is reduced, the total fee shall not exceed \$100.

History.—s. 1, ch. 94-278; s. 8, ch. 98-258; s. 25, ch. 2004-305; s. 4, ch. 2012-205.



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

April 01, 2022

City of Bunnell
PO BOX 756
BUNNELL, FL 32110

CITY OF BUNNELL

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

	<u>City of Bunnell</u>	<u>Statewide</u>
Total Just Value	587,838,747	3,319,252,495,294
Total Assessed Value	452,646,420	2,801,050,595,187
Taxable Value	252,091,804	2,264,099,065,740
Exempt Amount	200,554,616	536,951,552,760
Population	3,495	21,802,278
Per Capita Taxable Value Average	72,129	103,847
Percentage of Assessed Value Exempt from Taxation	44.31%	19.17%
Millage	7.4300	

Sources: "Ad Valorem Data Book 2021" (DOR) and "Florida Estimates of Populations 2021" (BEBR)

Please contact either Lizette Kelly at 850-617-8865 or Lizette.Kelly@floridarevenue.com or Allison Kever at 850-617-8925 or Allison.Kever@floridarevenue.com if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

ak



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 12/9/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Piggyback City of Atlantic Beach's Contract with Pace Analytical
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Atlantic City Award Letter	Cover Memo
Pace Analytical Piggyback Agreement	Cover Memo

Summary/Highlights:

Staff is seeking approval to piggyback the Atlantic Beach agreement with Pace Analytical Services for water testing services.

Background:

The Infrastructure Department has used Pace Analytical Services, Inc to furnish services, materials, and equipment in order to test its water throughout the City of Bunnell for several years. The original contract for Pace Analytical Laboratory Services is expiring on January 10, 2023. Approving a new piggyback agreement will allow for uninterrupted water testing services.

Staff Recommendation:

Approve the Atlantic Beach piggyback agreement with Pace Analytical Services, Inc.

City Attorney Review:

Reviewed and approved for legal sufficiency

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.



City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233
904-247-5800

November 16, 2020

Michael F. Valder
Senior Account Executive | Florida Laboratory
Pace Analytical Services, LLC.
110 S. Bayview Blvd., Oldsmar, FL 34677

Re: RFP 21-01 Professional Services for Environmental Laboratory Services

Mr. Valder:

This is to advise that on November 09, 2020 the City of Atlantic Beach City Commission has awarded RFP 21-01 to Advanced Environmental Laboratories, Inc., and Pace Analytical Services, LLC, for the above mentioned services. Please see the attached resolution, and the award recommendation.

By award of your proposal, the City of Atlantic Beach, and Pace Analytical Services, LLC., are entered into a contract in accordance with the RFP specifications, and documents submitted for a term of five (5) years.

The contract will commence on November 23, 2020 through January 31, 2026, unless canceled prior to the expiration, as stated within the specifications and resolution. All transactions must be authorized by the City, and in accordance with our purchasing procedures. Purchase Orders or written requests will be submitted as services are needed.

We thank you for your interest in working with the City. If you should have any questions, please contact me at pdrake@coab.us.

Sincerely,

Patty Drake

Patty Drake
Procurement Manager

cc: City Clerk's Office
City of Atlantic Beach Public Utilities

Attachment:
Staff Report
Resolution 20-54

RESOLUTION NO. 20-54

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA AWARDED RFP NO. 21-01 MULTI-YEAR CONTRACT FOR ENVIRONMENTAL LABORATORY SERVICES.

WHEREAS, the City advertised RFP No. 21-01 Multi-Year Contract for Environmental Laboratory Services, and received two proposals prior to the October 22, 2020 4:30 p.m. deadline; and

WHEREAS, this contract is to provide laboratory testing for drinking water, wastewater and stormwater as required by regulatory agencies and permits; and

WHEREAS, staff evaluated the proposals and both have excellent past records and qualifications, along with local full service capability; and

WHEREAS, as noted in the RFP, up to three simultaneous multi-year contracts may be awarded for laboratory analysis for water wastewater and stormwater testing; and

WHEREAS, staff recommends awarding contracts to both Advanced Environmental Laboratories, Inc. and Pace Analytical Services; and

WHEREAS, funds totaling \$65,000 are budgeted in Fiscal Year 2021 for laboratory services in the water production account 400-5502-533-3400 and the sewer treatment account 410-5508-535-3400.

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach, Florida, as follows:

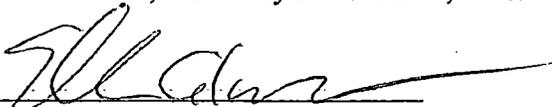
SECTION 1. The City Commission hereby authorizes awarding RFP 21-01 to the following companies: Advanced Environmental Laboratories and Pace Analytical Services.

SECTION 2. The term of each contract shall be in effect for a period of five (5) calendar years. As noted in the RFP, each contract's expiration date will be extended to expire January 31, 2026.

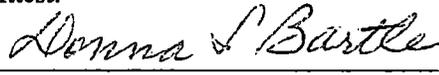
SECTION 3. Notwithstanding the provisions contained in Sections 1 and 2 above, the City's obligations under the contract shall be subject to annual appropriations as may be approved as part of the City's annual budgets in fiscal years 2022, 2023, 2024 and 2025.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 9th day of November, 2020.


Ellen Glasser, Mayor

Attest:


Donna L. Bartle, City Clerk

Approved as to form and correctness:


Brenna M. Durden, City Attorney

**EVALUATION OF PROPOSALS FOR MULTI-YEAR CONTRACT FOR ENVIRONMENTAL
LABORATORY SERVICES
RFP 21-01**

*RFP's reviewed and evaluated by **Steve Swann** and **Troy Stephens** on October 27, 2020*

Firm	Past Record of Professional Services	Firm's Professional Qualifications and Staffing	Range of Services	Staff Availability and Capability to Meet Deadlines	Reporting	Financial Responsibility and Insurance	Proximity	Cost	Total Score	Rank
<i>Scaled Value</i>	[4]	[5]	[3]	[4]	[4]	[2]	[5]	[2]		
Advanced Environmental Laboratories, Inc.	(5.0) (5.0) 20.00	(5.0) (5.0) 25.00	(5.0) (4.0) 13.50	(5.0) (5.0) 20.00	(4.5) (5.0) 19.00	(4.5) (4.0) 8.50	(5.0) (5.0) 25.00	(4.5) (5.0) 9.50	140.50	1st
Pace Analytical Services	(5.0) (5.0) 20.00	(3.5) (5.0) 21.25	(5.0) (5.0) 15.00	(4.0) (4.0) 16.00	(4.5) (4.0) 17.00	(4.5) (5.0) 9.50	(4.5) (4.0) 21.25	(4.0) (4.2) 8.20	128.20	2nd

(CONTRACT NO.: 2022-16)
MUTUAL CONSENT AGREEMENT FOR
PROFESSIONAL ENVIRONMENTAL LABORATORY SERVICES
BETWEEN PACE ANALYTICAL SERVICES, LLC AND THE
CITY OF BUNNELL, FLORIDA

THIS AGREEMENT (hereafter, the “Contract 2022-16”) is made and entered into by and between PACE ANALYTICAL SERVICES, LLC, a Minnesota limited liability company, (“Contractor”), 110 South Bayview Boulevard, Oldsmar, Florida 34677, and the City of Bunnell (“City of Bunnell”), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 201 West Moody Boulevard, Bunnell, Florida 32110.

WHEREAS, On November 9, 2020, the City of Atlantic Beach, Florida awarded Contractor the Request for Proposal 21-01, as evidenced by the City of Atlantic Beach’s Award Letter dated November 16, 2020, and City of Atlantic Beach Commission Resolution No. 20-54 (the “Atlantic Beach Contract”) commencing on November 23, 2020, through January 31, 2026.; and

WHEREAS, the City of Atlantic Beach is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell is in need of Environmental Laboratory Services similar to the services Contractor is providing to the City of Atlantic Beach; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency’s procurement complies with the City of Bunnell’s competitive bid policy; and

WHEREAS, a complete copy of the City of Atlantic Beach’s original Bid/RFP, a copy of the City of Atlantic Beach’s award letter, staff report, Resolution No.: 20-54 and a copy of the Contractor’s proposal and contract documents have been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds the Atlantic Beach Contract was competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to “piggyback” on the competitive pricing provided to the City of Atlantic Beach’s; and 3) it is in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained in the Atlantic

Beach Contract; and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in the Atlantic Beach Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Standard Terms. The terms and conditions of the Atlantic Beach Offer Letter, Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of the Atlantic Beach Contract and this Agreement, the terms and conditions contained in this Agreement shall prevail.

3. Public Records. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY OF BUNNELL, CITY CLERK, AT 201 W. MOODY BLVD, BUNNELL, FLORIDA 32110.**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City of Bunnell harmless against any and all claims, damage awards, and causes of action arising from Contractor’s failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys’ fees and costs arising therefrom. Contractor authorizes the City of Bunnell to seek declaratory, injunctive, or other appropriate relief against Contractor in Flagler County Circuit Court on an expedited basis to enforce the requirements of this term.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification provided by the City of Bunnell specified in the Agreement shall not be construed as a waiver of the City of Bunnell’s sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by the City of Bunnell in the Agreement in derogation hereof shall be void and of no force or effect.

6. Insurance. The City of Bunnell shall be substituted for the City of Atlantic Beach in all insurance matters contained in the Atlantic Beach Contract and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate the City of Bunnell as a certificate holder as follows:

City of Bunnell
Attention: City Manager
201 W. Moody Blvd.
Bunnell, FL 32110

7. Notice. Notice, as addressed in the Atlantic Beach Contract when required to be provided to the City of Bunnell shall be provided to the City Manager.

8. Payment. The City of Bunnell shall pay Contractor in accordance with the City of Bunnell's finance policy and Florida law at the rates contained in the Atlantic Beach Contract.

9. Mediation. Each party shall pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise agreed to in writing.

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Contact Person. The primary contact person under this Agreement for the City of Bunnell shall be Dustin Vost, P.O. Box 756, Bunnell, FL 32110. (386) 437-7515.

12. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

13. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida

Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

(SIGNATURE PAGE FOLLOWS)

MUTUAL CONSENT AGREEMENT
PACE ANALYTICAL SERVICES
CONTRACT NO.: 2022-16
SIGNATURE PAGE

CITY COMMISSION, CITY OF BUNNELL, FLORIDA

By: _____
Catherine D. Robinson, Mayor

Approved for form and Content by:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, City Clerk, CMC

Seal

PACE ANALYTICAL SERVICES, LLC

By: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2022, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:



City of Bunnell, Florida

Agenda Item No. C.6.

Document Date: 12/22/2022 Amount:
Department: Police Account #:
Subject: Approval of Memorandum of Understanding (MOU) with IUPA - Sergeant Selection Process
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
MOU with IUPA for Sergeant Selections	Cover Memo

Summary/Highlights:

This MOU revises language from the current collective bargaining agreement (CBA) to define a revised selection process for promotion of current staff to the rank of sergeant, and to allow for external candidates who qualify to apply. Although negotiations are underway for the overall CBA between the City of Bunnell and the police union (IUPA), this MOU, if approved, will become the new process for promotion/appointment to the position of sergeant. The Chief of Police wants to initiate the promotion/selection process as soon as possible in order to fill four (4) current sergeant vacancies.

IUPA reviewed this MOU and approved.

Background:

Regarding the section about promotions in the current CBA constructed by the FOP in 2018, the eligibility requirements effectively disqualify all current police officers from the opportunity to seek promotion. In order to qualify, an officer had to be employed with Bunnell Police Department five (5) years and two of those years had to be at the rank of Corporal. In the FY 22-23 budget, the rank of corporal was reclassified to sergeant. Also, none of the senior officers with five or more years with BPD attained the rank of corporal. This MOU establishes new eligibility requirements and considers an employee's total experience as a sworn police officer in order to be eligible to participate in the promotion/selection process.

Staff Recommendation:

The Chief of Police recommends approval.

City Attorney Review:

Reviewed and approved for legal sufficiency

Finance Department Review/Recommendation:

Finance recommends approval

City Manager Review/Recommendation:

Approved.

**CITY OF BUNNELL / INTERNATIONAL UNION OF POLICE ASSOCIATIONS
MEMORANDUM OF UNDERSTANDING
CONCERNING SELECTION PROCESS FOR PROMOTION
OR APPOINTMENT TO RANK OF SERGEANT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into between the City of Bunnell, Florida (the “City”) and the International Union of Police Associations (“IUPA”) (collectively the “Parties”).

WITNESSETH

WHEREAS, a Collective Bargaining Agreement (“Current CBA”) is in effect between the City of Bunnell and the Florida State Lodge Fraternal Order of Police, Inc., as bargaining representative on behalf of the bargaining unit members of the Bunnell Police Department; and

WHEREAS, the International Union of Police Associations (IUPA) was elected as the bargaining representative by the bargaining unit members of the Bunnell Police Department (BPD) on May 5, 2022, in replacement of the FOP as their bargaining representative; and

WHEREAS, the City of Bunnell and IUPA are currently in negotiations for a new Collective Bargaining Agreement (“New CBA”); and

WHEREAS, as of the date of this MOU, the BPD has four (4) vacant full-time positions classified at the rank of Sergeant; and

WHEREAS, the Current CBA provides the requirements for eligibility to take the promotion test for Sergeant as completion of five (5) consecutive years of paid full-time experience with the Bunnell Police Department, with two (2) years of those years as a Corporal with the Bunnell Police Department; and

WHEREAS, there are no current bargaining unit members of the Bunnell Police Department who meet the eligibility requirements stated in the Current CBA to take the promotion test for Sergeant; and

WHEREAS, the need to fill the current Sergeant vacancies is critical to the operational effectiveness of the Bunnell Police Department to fulfill its mission to provide public safety to the citizens and visitors of the City of Bunnell, and both parties find that it is imperative to define a revised promotion/appointment process for the rank of Sergeant on an expedited basis, pending the adoption and ratification of a New CBA.

NOW THEREFORE in consideration of the mutual conditions, covenants, and obligations herein contained, the sufficiency of which is acknowledged as evidenced by the signatures of the parties hereto, it is mutually agreed as follows:

A. Policy

1. The City’s Human Resources administers the entire promotional/appointment process for the rank of Sergeant. The Human Resources Director may at their

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discretion contract with outside vendors for part or all the promotional testing required for any position.

2. The Chief of Police has the authority and responsibility for administering BPD's role in this process.
3. The promotion/appointment process is job-related and non-discriminatory.
4. The City will provide a fair, equitable, unbiased, and non-discriminatory selection of candidates for promotion/appointment.

B. Minimum Eligibility Requirements for Promotion (Internal) or Appointment (External) to the Rank of Sergeant

1. Current Florida certified law enforcement officer.
2. Three (3) years of full-time employment as a sworn and/or military law enforcement officer.
3. Out-of-state applicants must successfully obtain the Florida Equivalency of Training (EOT) certification and present proof thereof to Human Resources prior to the date of appointment to the rank of Sergeant.

C. Position Announcement

1. Human Resources will create and disseminate a written position announcement for the rank of Sergeant, which shall include:
 - a. Job description of the vacant position.
 - b. A description of the eligibility requirements.
 - c. A schedule of the date, times, and location of all elements of the process.
 - d. A list of study materials:
 1. General Orders, Policies and Procedures of the BPD
 2. Chapters 39, 316, 776, 784, and 943 Florida Statutes.
 3. Legal Bulletins for the past calendar year.

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4. Implementation Guide of the President's Task Force On 21st Century Policing.

D. Application Process

1. Internal Applicants

- a. When a position announcement is released by Human Resources, internal applicants wanting to be considered for the position will follow the below submission requirements:
 1. Complete and submit a memorandum directed to Human Resources before the prescribed deadline via the employee's chain of command.
 2. The employee will submit along with the memorandum:
 - a. A combination (chronological and functional) résumé.
 - b. Copies of all law enforcement related training certificates.
 - c. Copies of all college/university degrees earned.
 - d. Proof of military discharge and service record (DD-214).

2. External Applicants

- a. External applicants for the rank of Sergeant must meet the same eligibility requirements as internal candidates.
- b. When an announcement is made, external applicants wanting to be considered for the position announced will follow these application requirements:
 1. Complete and submit the City's police officer application and submit to Human Resources no later than the application deadline specified in the position announcement.
 2. The application must include a combination (chronological and functional) résumé and copies of all law enforcement related training certificates, college/university degrees earned, and proof of military discharge and service record (DD-214).

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E. Process for Selecting Sergeants

1. Promotion/Appointment to the rank of Sergeant for the BPD shall be on the basis of merit and open competition.
2. All promotional examinations shall be non-biased, job-related, and objective.
3. Human Resources may administer the promotion/appointment process with internal applicants separate of external applicants; however, to maximize efficiency and resources, the process may be simultaneously administered to both internal and external applicants.
4. If an appeal is not received within the prescribed time, then all appeals are deemed abandoned.
5. Process Components
 - a. Step 1: Written Examination
 1. To provide sufficient study time, the written examination will only be administered by Human Resources after a minimum of 60 calendar days elapse from the date of the position announcement.
 2. The written examination will only be comprised of questions originating from the listed study materials.
 3. Each applicant will have a maximum of two (2) hours to complete this step.
 4. Once the written examination is scored, Human Resources will contact applicants and notify each of their individual score.
 5. Each applicant may schedule an appointment to review their written examination, answer sheet, and score with the Human Resources Director.
 - a. A separate sheet of paper will be provided to any applicant attending the review to list any examination question they challenge.
 - b. If no challenges are presented, then the applicant accepts the score originally provided.

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- c. A Challenge Review Board comprised of three members: the Human Resources Director, a representative of IUPA who did not take the examination, and the Chief of Police. If any challenges are submitted, then the board will convene to review the challenges.
 - d. To invalidate a written examination question challenged by an applicant, a majority of the board members (2 of 3) must agree the question is invalid.
 - e. If a challenged question is determined invalid by a majority of the Challenge Review Board, then the question is invalid for all applicants' scores. The scores of all applicants shall be amended accordingly, and each applicant shall be notified by Human Resources of their new amended score.
 - f. If a majority of the board determines a challenged question to be valid, then the score stands. Only internal applicants may avail themselves to the grievance process outlined in the CBA to resolve the decision of the board.
- b. Step 2: Oral Board
- 1. To proceed to Step 2, the applicant must achieve a minimum score of 80 on the Written Examination.
 - 2. The Oral Board will be comprised of three Florida law enforcement officers at a minimum rank of sergeant from agencies outside of Flagler County, Florida. One law enforcement related civilian supervisor may replace one of the law enforcement officers on the Oral Board.
 - 3. Human Resources will schedule the time, date, and location of the Oral Board with qualified applicants.
 - 4. Each Oral Board member will rate the applicant's responses on a scale of 1-2-3-4-5. One (1) is the lowest and five (5) is the best possible rating. For each participating applicant, Human Resources will total all of the ratings from each of the three Oral Board members. The total amount of the ratings will be the points awarded for this step. For example, if Board Member A has a total rating of 29, Board Member B 33, and Board Member C 30, then the total points awarded the applicant for this step is $29 + 33 + 30 = 92$.

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c. Step 3: Police Documents Review

1. Immediately following the Oral Board, each applicant will be presented with several completed police documents and required to review each document for any deficiencies, errors, or missing details. The same police documents will be provided to each applicant.
2. Each applicant will be provided with a highlighter pen to mark any and all deficiencies, errors, or areas of missing details in each document, and a separate sheet of paper to describe each of the deficiencies, errors, or areas of missing details.
3. One (1) point will be awarded for each deficiency, error, or area of missing detail the applicant correctly identifies.
4. Each candidate will have a maximum of one (1) hour to complete this step.

d. Step 4: Education, Military Service & Police Experience Assessment

1. Human Resources will conduct this assessment.
2. Education
 - a. Only college or university degrees from regionally accredited institutions will be considered.
 - b. When applying for the position, the applicant must provide a copy of their degree(s) for consideration in this process.
 - c. One (1) point for each qualifying degree will be awarded.
3. Military Service
 - a. When applying for the position, the applicant must provide proof of and military service record (DD-214) for consideration in this process.
 - b. Military service with discharges classified as “Bad Conduct” or “Dishonorable” will not be considered.
 - c. One (1) point will be awarded for each completed year of military experience, with a maximum of 25 points.

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4. Police Experience

- a. Human Resources will determine the total number of years of full-time sworn law enforcement officer experience for each applicant.
- b. One (1) point will be awarded for each completed year of full-time sworn law enforcement officer experience, with a maximum of 25 points.

F. Process Scoring

- a. Each component of the process is weighted, as follows:
 - i. Step 1 – Written Examination (40%)
 - ii. Step 2 – Oral Board (40%)
 - iii. Step 3 – Police Documents Review (10%)
 - iv. Step 4 – Education, Military Service & Police Experience Assessment (10%)
- b. The promotion eligibility list shall be compiled by combining the weighted scores of the written examination, oral board, police documents review, and education, military service, and police experience assessment.
 - i. Example

Component	Weight	Raw Score	Computed	Score
Written Examination	40%	93	0.4 x 93 =	37.2
Oral Board	40%	92	0.4 x 92 =	36.8
Police Documents Review	10%	34	0.1 x 34 =	3.4
Education, Military Service & Police Experience Assessment	10%	17	0.1 x 17 =	1.7
FINAL SCORE				79.1

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- c. Applicants will be individually notified by Human Resources of their score in each step of the process and their final score.
- d. The Human Resources Director will publish a report of the final scores, in rank-order, from highest to lowest, for all qualified candidates to the Chief of Police.

G. Selection for Promotion/Appointment

- a. The promotional eligibility list for the rank of Sergeant shall be effective for a two-year period from the date the list is certified by the Human Resources Director.
- b. At the time the promotion/appointment is made, the Chief of Police shall select and promote a qualified candidate from the persons ranked in the top five (5) on the current promotional eligibility list to fill a Sergeant vacancy.
- c. Once a selection is made from the top five (5) on the list, then the next successive candidate on the list ascends into the top five (5). For example, if the candidate ranked first is promoted, then the list shifts upward and the candidate previously ranked sixth moves up into the fifth ranking. This process shall continue until there are no qualified candidates or the list expires.
- d. In the event there are no qualified candidates on the most recent certified list for promotion to the rank of Sergeant, the City may initiate the promotion/appointment process herein described.

H. Appeal Procedures

- 1. The procedure for an applicant to appeal any portion of the process is:
 - 1. The internal/external applicant will put in writing to Human Resources the nature of their appeal within three (3) calendar days of the announcement of the applicant's final score.
 - 2. Human Resources shall contact the applicant to attempt to resolve the matter and shall respond in writing to the applicant who filed the grievance within five (5) calendar days.
 - 3. If the grievance is not satisfactorily resolved, then internal candidates will follow the grievance process outlined in the current CBA.
 - 4. External candidates shall have no further right to appeal the decision of the Human Resources Director.

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I. Other Considerations

1. The Chief of Police retains the right to promote to command level positions above the rank of Sergeant.
2. Assignments to Detective, K-9, Motors/Traffic, Community Outreach, or any other future assignment created by BPD are appointments as selected by the Chief of Police and are not subject to the promotion process.

J. Probationary Status

1. Internal candidates promoted to the rank of Sergeant will be on a probationary status for a minimum of six (6) months. This period may be extended for up to an additional six (6) months at the discretion of the Chief of Police or designee.
2. External candidates appointed to the rank of Sergeant will be on a probationary status for a minimum of one (1) year. This period may be extended for up to an additional six (6) months at the discretion of the Chief of Police or designee.
3. If the employee unsuccessfully performs the job requirements within the probationary period, as determined by the Chief of Police, then the person may be reduced in rank to Police Officer if a vacant position exists.
4. If a vacant Police Officer position does not exist, then the City of Bunnell may offer the person another vacant position within the city's operations. If a position within city government is not available, then the City will rehire the employee in a Police Officer position at the earliest availability.
5. In the event no vacant city position exists, or the work performance of the employee violates the standards of conduct of the Police Department or City of Bunnell as determined by the Chief of Police, then the employee's employment may be terminated.
6. During the probationary period, there shall be no right to appeal the decision of the Chief of Police or City of Bunnell.

K. Compensation

- a. Whenever a candidate is selected for promotion/appointment to the rank of Sergeant, they will receive, at a minimum, the compensation for the rank according to the current CBA compensation article.

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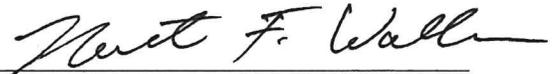
- b. Nothing in this MOU shall restrict the Chief of Police from authorizing a higher rate of compensation based upon the candidate's qualifications, experience, and training.

This MOU contains the entire agreement of the parties on all matters related to the selection process for promotion or appointment to the rank of Sergeant, and supersedes the provisions of the Current CBA concerning the matters specified herein. This MOU shall become effective upon formal adoption by the City Commission and ratification and execution by the parties, and shall remain in full force and effect until the adoption and ratification of a New CBA.

CITY OF BUNNELL, FLORIDA

THE INTERNATIONAL UNION OF
POLICE ASSOCIATIONS, INC.

By: _____
Catherine D. Robinson, Mayor

By: 
Bob Walker, IUPA Business Agent

ATTEST:

Kristen Bates, City Clerk



Alton Ogden, Employee Representative

Approved as to form and legality for the City
of Bunnell:

Wade C. Vose, City Attorney



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 12/19/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-01 Grand Reserve Planned Development Agreement
Modification request to allow a modification to the number of lots approved for
Phase(s) 3, 5, and 6. - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Proposed Ordinance 2023-01	Ordinance
EXHIBIT A- 2018 Approved Grand Reserve Planned Development Agreement (05.29.2018)	Exhibit
EXHIBIT B - Proposed PUD First Amendment	Exhibit

Summary/Highlights:

The applicant, DR Horton, is proposing to modify the Grand Reserve Planned Development Agreement by relocating 5 of the approved number of lots allocated to Phase 6 to Phase 3 and 5. There is a total of 3 lots being relocated to Phase 3 and 2 lots being relocated to Phase 5. To amend the Grand Reserve Planned Development Agreement to relocate the previous referenced number of lots, provisions in the Development Agreement, the applicant is requesting the modifications.

The Planning, Zoning and Appeals Board heard this request at their December 13, 2022 meeting. At that meeting, the PZA voted unanimously to recommend approval of the modification to the adopted Development Agreement.

Background:

Grand Reserve was originally known as Oak Branch which started in 1998, but due to the economic downturn in 2006 like many of the real estate developments the 157 platted lots were not completed. Later the development was purchased by DR Horton in 2017.

Afterwards, DR Horton moved the development forward with receiving at this time a six (6) phase Master Planned Development that was approved for a total of 686 lots. Each of the phases were allocated with a set number of lots as part of what is shown on Exhibit B, and below:

Lot Totals By Phase:

- Phase 1 (125 Lots)
- Phase 2 (117 Lots)
- Phase 3 (57 Lots)
- Phase 4 (135 Lots)
- Phase 5 (106 Lots)
- Phase 6 (146 Lots)

Whereas now a total of 690 lots are proposed, which exceeds the originally approved 686 lots, by a minimum amount. At this time the interest expressed is to modifying the location of the approved lots which are as follows:

Lot Totals By Phase:

Phase 1A (55 Lots)
Phase 1B (70 Lots)
Phase 2 (117 Lots)
Phase 3 (60 Lots)
Phase 4 (135 Lots)
Phase 5 (112 Lots)
Phase 6 (141 Lots)

Due to this form of modification, this proposal involves a request of changes to the Grand Reserve Planned Development Agreement in means of having what has been and will be developed in the approved Master Planned Development.

Staff Recommendation:

Approve the Grand Reserve Development Agreement.

City Attorney Review:

Reviewed and approved for legal sufficiency

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-01

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE GRAND RESERVE PLANNED DEVELOPMENT AGREEMENT AMENDMENT NO. 1; APPROVING THE AMENDED GRAND RESERVE PLANNED UNIT DEVELOPMENT AGREEMENT; AND APPROVING THE GRAND RESERVE PLANNED UNIT DEVELOPMENT AGREEMENT; PROVIDING FOR THE ADOPTION BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NONCODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, DR Horton, Inc-Jacksonville, the record title property owner and Developer has requested approval of the Grand Reserve Planned Unit Development Agreement (the “PUD Planned Unit Development Agreement No. 1) to the existing agreement adopted in May 2018 attached as Exhibit 1; and

WHEREAS, DR Horton, Inc-Jacksonville, and the City have agreed to certain terms and conditions pertaining to the development of the Grand Reserve Subdivision contained in the modified Grand Reserve Planned Unit Development Agreement, attached as Exhibit 2; and

WHEREAS, the Grand Reserve Planned Unit Development Agreement Amendment No.1 is consistent with the City’s Vision and the 2035 Comprehensive Plan; and

WHEREAS, public hearings on the Grand Reserve Planned Unit Development Agreement Amendment No. 1 have been held before the Planning, Zoning and Appeals Board (PZAB) and City Commission in accordance with the applicable provisions of the City of Bunnell Code of Ordinances.

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed modification of the Grand Reserve Planned

Unit Development Agreement as well as the recitals (whereas clauses) to this Ordinance.

- (b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Development Agreement Approval.

- (a) The Grand Reserve Planned Unit Development Agreement in the form attached as Exhibit B is hereby approved. The Mayor and City Commissioners are hereby authorized to execute the agreement by and on behalf of the City of Bunnell, Florida.
- (b) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Safety Clause.

The City of Bunnell, Mayor, Vice Mayor and City Commissioners finds and declares that this ordinance is promulgated and adopted for the public health, safety and welfare and this ordinance bears a rational relation to the legislative object sought to be obtained.

Section 7. Effective Date

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 9th day of January 2023.

Second/Final Reading: adopted on this _____ day of January 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____

Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, CMC, City Clerk

Seal:

EXHIBIT A

2018 PUD Agreement to be amended

EXHIBIT B

First Amendment to the PUD Agreement

Document prepared by:
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, FL 32117

Return recorded document to:
City of Bunnell
201 W. Moody Boulevard
Bunnell, FL. 32110

GRAND RESERVE
PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT

The CITY OF BUNNELL, FLORIDA, a Florida municipal corporation located in Flagler County, Florida, and D.R. HORTON, INC. – JACKSONVILLE, a Delaware Corporation, and Deer Run CDD, the record title property owner ("Owner"), and ("Developer") hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP

A. The property subject to this Agreement consists of approximately 194.6659 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner.

2. EXHIBITS

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description, survey, date certified, March 22, 2017, prepared by Robert Mangus Associates Inc.,

Exhibit B: Master Development Plan (MDP) Plan, rev. date April 18, 2018, prepared by Parker Mynchenberg & Associates, Inc.,

Exhibit C: Proposed PUD & Open Space Exhibit, rev. date May 1, 2018, prepared by Parker Mynchenberg & Associates, Inc.

3. DEVELOPMENT PLAN

A. Developer has designated the Property as "GRAND RESERVE".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant to the City's Land Development Code (LDC). Development shall be controlled by the LDC and the terms and provisions of this Agreement. In the event of a conflict between this

Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance shall control.

C. Development of the Property shall be consistent with Exhibit "B" (MDP). Exhibit "B" generally depicts the planned layout of lots, right of ways, private streets, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. **ADDITIONAL LOT DEVELOPMENT CRITERIA.** The following lot development criteria shall apply to the Property:

- (1) Maximum building height of 35 feet;
- (2) Minimum individual building size, 1,200 sq. ft. living space;
- (3) Setbacks: front (garage access) 20 ft.; front unit setback 15 ft., front (no garage access) 15 ft.; rear 10 ft.; side 5 ft., accessory structures 5 ft.
- (4) 60 % Maximum building coverage;
- (5) 20 % Minimum open space;
- (6) 80 % Maximum impervious surface area;

E. Developer will subdivide the Property in accordance with the requirements of the LDC. Exhibit "B" MDP includes proposed phasing for the preliminary plat for purposes of complying with the preliminary plat requirements of the LDC. As part of the subdivision process, Developer will be responsible for ensuring that the Property will be serviced with public utilities and public or private right-of-way access, and for providing an on-site detention/retention facility. Site development approval is contingent upon approval of the preliminary plat of the property.

F. Portions of this property which will be affected by this agreement were previously entitled under the existing PUD agreement for Grand Reserve and those entitlements will no longer apply to any of those properties within this proposed PUD and as indicated on Exhibit "A" Legal and Exhibit "B" MDP.

G. As indicated on Exhibit C, open space requirements are being met under the open space protected by the initial Grand Reserve PUD Agreement, and open space protected by applicable conservation easements, including but not limited to those conservation easements recorded at Book 1718, Page 203, et. seq., and Book 2060, Page 384, et. seq., of the Official Records of Flagler County, Florida. The Parties agree that the City shall be a third party beneficiary of all such conservation easements.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDC and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the

LDC, and that Developer will be required to separately obtain a Concurrency Certificate. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDC.

5. PERMITTED USES

The following uses are permitted within the Property, subject to compliance with the Use-Specific Standards set forth in the City's LDC:

- A. Residential: 686 Single Family Lots: Minimum 40 x 100, 4,000 sq. ft., Minimum Individual Building Size 1,200 sq. ft. Living Space
- B. Commercial: Tract T = 2.528 Acres Commercial Tract: All Uses Permitted in B-1 Business District per LDC

6. INFRASTRUCTURE

A. An on-site stormwater retention/detention facility will be constructed in conjunction with the development. The stormwater retention/detention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District and The City of Bunnell. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Developer agrees to dedicate to City of Bunnell Nassau Street 60 ft. right-of-way if requested.

C. All road construction including striping, stop bars, etc., to be completed by Developer.

D. Two (2) pump station sites and a water storage tank and pumping station site will be dedicated to the City of Bunnell per City requirements.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and passive and active recreational areas. Common areas in Phases 1B, 4 and 6 will be owned and maintained by the Deer Run CDD. Homeowners Association (HOA) will be created, own and maintain common areas, open space within gated portions of Phases 1A, 2, 3 and 5 not owned and maintained by Deer Run CDD.

B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate a non-profit property owners' association. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, Stormwater Management, and Private Roads. The association shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project where applicable, shall be members of the property owners' association. Developer may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever is earlier, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

D. Some of new phases will be annexed into existing Homeowners Association. Others private gated road phases will have separate new HOA's.

E. The Developer will provide the City with notice of intent to change any deed restrictions and covenants and will also provide copies of any approved and adopted documents once recorded in the official records of Flagler County. Prior to recording the Developer to provide City 30-days' notice of intended changes and have the approved, adopted recorded copies to the City within 14-days of the change.

8. ENVIRONMENTAL CONSIDERATIONS

A. Development of the Property shall comply with the LDC tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

B. City Land Development Code to be followed for the landscaping of both residential and commercial projects.

9. SIGNAGE

The PUD shall have a uniform sign program, as follows:

A. One monument sign shall be permitted at the entrance of each phase. The signs will be landscaped. The base of the monument sign shall be constructed of the same materials as the existing entrance signage. The colors of the sign face shall complement and coordinate with the appearance of the buildings/homes. The Subdivision Phase Entrance Signage and Commercial Tract "T" Signage to be maximum of 8-feet high and maximum of 12 sq. ft. copy area. The Tract "T" Commercial allows two (2) monument signs. The two (2) Commercial signs to be a maximum of 8-feet high and a maximum of 36 sq. ft. All monument signs to be landscaped.

B. A maximum of ten (10) construction and/or advertising signs shall be allowed, for the entire PUD, at one time as on-site temporary signs. Such signs must be removed within thirty (30) days after the last unit is sold. The signs may be two (2) sided with each face limited to thirty-two (32) square feet.

C. Various locational, directional, model home, wayfinding and traffic control signs shall be allowed on site to direct traffic and for identification of sales offices, recreation areas, etc. Such signs will be a maximum of nine (9) square feet in size.

D. All directional, way finding, and traffic control signs shall comply with the Manual on Uniform Control Devices.

E. Model Homes:

(1) Definition: Model Home Center defined as two or more model homes on a single block.

(2) One sign per model home, located on the same lot as a model home.

(3) Signs shall be set back from the property line at least five (5) feet and if illuminated, illumination is only permitted between the hours of sunset and 10:00 p.m.

(4) For the model home that is not part of a model home center, the following will apply.

(a) One sign per model home located at the same lot as the model home.

(b) The sign shall not be illuminated.

(c) The sign shall be set back 10-feet from the property line.

10. ADDITIONAL REQUIREMENTS

A. All infrastructure that may possibly be dedicated to the City shall be constructed to the City's minimum construction standards. All roads planned for dedication to the City will be built to City road standards.

B. Private roads in Phases 1A, 2, 3 and 5 as indicated on Exhibit "B", (MDP) are private and shall remain private. If in the future private roads are requested to be dedicated to the City the HOA will be required to bring roads to City standards prior to dedication.

11. EFFECTIVE DATE; COMPLETION SCHEDULE

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in

interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for all construction permits for the development, or for the first phase of a phased development, within 24 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal. If development is phased, application for construction permits for subsequent phases shall be submitted within 60 months from the date of initial approval.

C. Construction of phase one shall be substantially complete within 5 years of the approval of this Agreement. Construction of any other phase must be substantially complete within 15 years of the initial approval of this Agreement.

D. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS

A. The following may be administratively authorized by City as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDC, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development (PUD) approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Agreement. These may include, but are not limited to, the following:

- a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
- b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
- c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
- d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;
- e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

- a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
- b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
- c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and
- d) Modifications that would unduly impact City-owned public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDC. Notice of public hearings shall be provided as if the application is one to rezone property.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:

(1) The property owners' association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

(2) If the property owners' association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

14. VARIANCES

Variations will be regulated in accordance with the standards for variations and the requirements for the granting of a variance as described in the Land Development Code for only those conditions which allow for variations and the Land Development code notification process will be followed.

15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Flagler County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

17. VENUE AND SEVERABILITY

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Flagler County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

Deborah McClure
Witness 1

Deborah McClure
Print Name of Witness 1

Mark Deering
Witness 2

Mark Deering
Print Name of Witness 2

Signed, sealed and delivered in the presence of:

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

Signed, sealed and delivered in the presence of:

Deborah McClure
Witness 1

Deborah McClure
Print Name of Witness 1

Mark Deering
Witness 2

Mark Deering
Print Name of Witness 2

**D.R. HORTON, INC. – JACKSONVILLE
[OWNER]**

By: [Signature]

Name: PHILIP A. FREMENTO

Title: VICE PRESIDENT

Date: MAY 30, 2018

[Corporate Seal]



**[DEVELOPER, IF DIFFERENT FROM
OWNER]**

By: _____

Name: _____

Title: _____

Date: _____

[Corporate Seal]

DEER RUN CDD

By: [Signature]

Name: ROBERT S PORTER

Title: CHAIRMAN

Date: MAY 30 2018

[Corporate Seal]



Signed, sealed and delivered in the presence of:

THE CITY OF BUNNELL, FLORIDA, a Florida municipal corporation

[Handwritten Signature]

Witness 1

DONALD H. WINES

Print Name of Witness 1

By: *Catherine Robinson*

Catherine Robinson, Mayor

Sak H Randolph

Witness 2

Sak H Randolph

Print Name of Witness 2

Attest:

By: *K Bates*

Kristen Bates, City Clerk/Administrative Service Director and Acting Community Development Director

Date: 5/29/2018

Approved as to legal form:

By: *[Handwritten Signature]*
Vose Law Firm LLP., City Attorney

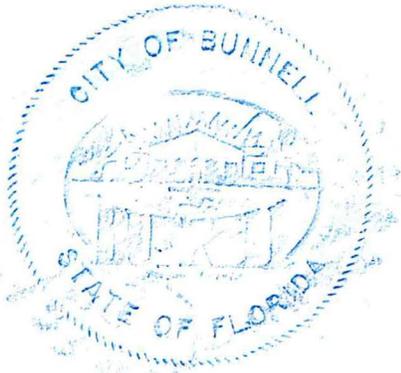


EXHIBIT A

Legal Description of the Property

EXHIBIT B

MDP Plan

EXHIBIT C

PROPOSED PUD & OPEN SPACE EXHIBIT



ROBERT M. ANGAS ASSOCIATES, INC.
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Exhibit "A"

January 11, 2018
Page 1 of 19

Work Order No. 17-236.00
File No. 124D-01.00H

Grand Reserve Village PUD

A portion of Grand Reserve and Golf Club, RPUD, Unit 1, as recorded in Map Book 36, pages 100 through 104, together with a portion of Deer Run R-2, as recorded in Map Book 37, pages 80 through 93, both of the Public Records of Flagler County, Florida, being more particularly described as follows:

Tract AA-1, as depicted on the Grand Reserve and Golf Club, RPUD, Unit 1, a plat recorded in Map Book 36, pages 100 through 104, of the Public Records of Flagler County, Florida.

Together With:

Tracts C, M and F, as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93, of the Public Records of Flagler County, Florida.

Also Together With the following described parcels:

PUD Parcel 1:

A portion of Deer Run R-2, as recorded in Map Book 37, pages 80 through 93, of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northwesterly corner of Tract C-30 as depicted on said Deer Run R-2; thence Southerly, along the boundary line of said Tract C-30, the following 7 courses: Course 1, thence South 37°54'59" East, 54.15 feet; Course 2, thence South 17°28'20" East, 63.80 feet; Course 3, thence South 55°30'23" East, 87.76 feet; Course 4, thence South 32°43'30" East, 68.71 feet; Course 5, thence South 46°21'31" East, 68.40 feet; Course 6, thence South 34°30'15" East, 58.60 feet; Course 7, thence North 88°49'21" East, 508.94 feet to a point lying on the boundary line of Tract V as depicted on said Deer Run R-2; thence along the boundary line of said Tract V the following 19 courses: Course 1, thence North 20°13'54" West, departing said boundary line of Tract H, 121.56 feet; Course 2, thence North 55°20'06" West, 109.39 feet; Course 3, thence North 21°28'58" West, 141.37 feet; Course 4, thence North 88°49'21" East, 1172.24 feet; Course 5, thence South 00°22'15" East, 1304.11 feet; Course 6, thence North 88°37'17" East, 149.32 feet; Course 7, thence South 01°22'43" East, 12.85 feet; Course 8, thence South 15°01'06" East, 54.08 feet; Course 9, thence South 17°16'00" East, 65.48 feet; Course 10,

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

thence North $84^{\circ}33'27''$ East, 82.67 feet; Course 11, thence South $27^{\circ}57'52''$ East, 24.22 feet; Course 12, thence South $03^{\circ}12'46''$ West, 38.50 feet; Course 13, thence South $57^{\circ}28'24''$ West, 25.37 feet; Course 14, thence South $29^{\circ}43'51''$ West, 57.05 feet; Course 15, thence South $09^{\circ}23'14''$ East, 42.36 feet; Course 16, thence South $48^{\circ}30'18''$ East, 48.34 feet; Course 17, thence South $05^{\circ}20'41''$ East, 50.25 feet; Course 18, thence South $18^{\circ}54'12''$ West, 40.44 feet; Course 19, thence South $03^{\circ}27'53''$ West, 53.41 feet to the Northwestern corner of Tract N as depicted on said Deer Run R-2; thence along the boundary line of said Tract N the following 3 courses: Course 1, thence Southeasterly, departing said boundary line of Tract V and along the arc of a curve concave Northeasterly having a radius of 280.00 feet, through a central angle of $52^{\circ}45'59''$, an arc length of 257.86 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $64^{\circ}51'09''$ East, 248.85 feet; Course 2, thence North $88^{\circ}45'52''$ East, 763.53 feet to a point on a curve concave Northwesterly having a radius of 25.00 feet; Course 3, thence Southwesterly along the arc of said curve, through a central angle of $78^{\circ}27'47''$, an arc length of 34.24 feet to a point lying on the Northerly right of way line of Grand Reserve Boulevard, a 50 foot right of way as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of South $49^{\circ}31'59''$ West, 31.62 feet; thence Westerly, along said Northerly right of way line, the following 12 courses: Course 1, thence South $88^{\circ}45'52''$ West, 739.04 feet to the point of curvature of a curve concave Northeasterly having a radius of 300.00 feet; Course 2, thence Northwesterly along the arc of said curve, through a central angle of $54^{\circ}30'05''$, an arc length of 285.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $63^{\circ}59'05''$ West, 274.73 feet; Course 3, thence North $36^{\circ}44'03''$ West, 301.06 feet to the point of curvature of a curve concave Southwesterly having a radius of 350.00 feet; Course 4, thence Northwesterly along the arc of said curve, through a central angle of $23^{\circ}21'29''$, an arc length of 142.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $48^{\circ}24'47''$ West, 141.70 feet; Course 5, thence North $60^{\circ}05'32''$ West, 346.46 feet to the point of curvature of a curve concave Northeasterly having a radius of 300.00 feet; Course 6, thence Northwesterly along the arc of said curve, through a central angle of $59^{\circ}43'17''$, an arc length of 312.70 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $30^{\circ}13'54''$ West, 298.74 feet; Course 7, thence North $00^{\circ}22'15''$ West, 326.33 feet to the point of curvature of a curve concave Southwesterly having a radius of 325.00 feet; Course 8, thence Northwesterly along the arc of said curve, through a central angle of $90^{\circ}48'24''$, an arc length of 515.08 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $45^{\circ}46'27''$ West, 462.84 feet; Course 9, thence South $88^{\circ}49'21''$ West, 1778.97 feet to the point of curvature of a curve concave Northerly having a radius of 495.77 feet; Course 10, thence Westerly along the arc of said curve, through a central angle of $03^{\circ}40'07''$, an arc length of 31.74 feet to a

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

point on said curve, said arc being subtended by a chord bearing and distance of North 89°20'36" West, 31.74 feet; Course 11, thence Westerly along the arc of a curve concave Northerly having a radius of 499.92 feet, through a central angle of 38°30'29", an arc length of 335.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 68°16'40" West, 329.70 feet; Course 12, thence North 49°01'26" West, 147.97 feet to a point lying on the Southerly right of way line of Grand Reserve Drive, a 50 foot right of way as depicted on said Deer Run R-2; thence Northerly and Westerly, along said Southerly right of way line and along the Northerly right of way line of said Grand Reserve Boulevard, the following 10 courses: Course 1, thence Easterly, departing said Northerly right of way line of Grand Reserve Boulevard and along the arc of a curve concave Northerly having a radius of 25.00 feet, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 04°01'26" West, 35.36 feet; Course 2, thence North 40°58'34" East, 40.32 feet; Course 3, thence North 49°01'26" West, 50.00 feet; Course 4, thence South 40°58'34" West, 350.71 feet to the point of curvature of a curve concave Northerly having a radius of 275.00 feet; Course 5, thence Westerly along the arc of said curve, through a central angle of 63°08'27", an arc length of 303.05 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 72°32'48" West, 287.95 feet; Course 6, thence North 75°52'59" West, 684.34 feet to the point of curvature of a curve concave Northerly having a radius of 575.00 feet; Course 7, thence Westerly along the arc of said curve, through a central angle of 14°08'19", an arc length of 141.89 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 68°48'50" West, 141.53 feet; Course 8, thence North 61°44'40" West, 206.67 feet to the point of curvature of a curve concave Southerly having a radius of 450.00 feet; Course 9, thence Westerly along the arc of said curve, through a central angle of 14°55'51", an arc length of 117.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 69°12'35" West, 116.93 feet; Course 10, thence North 76°40'31" West, 76.07 feet to the Southwesterly corner of that certain Stormwater Management Easement as depicted on said Deer Run R-2; thence along the boundary line of said Stormwater Management Easement the following 4 courses: Course 1, thence North 13°19'29" East, departing said Northerly right of way line, 60.00 feet; Course 2, thence North 47°02'39" East, 150.34 feet; Course 3, thence South 74°35'22" East, 428.02 feet; Course 4, thence South 06°29'03" East, 155.92 feet to the Southwesterly corner thereof, said corner lying on the boundary line of Tract C-21 as depicted on said Deer Run R-2; thence South 06°49'30" East, along said boundary line of Tract C-21, a distance of 97.45 feet to the Southwesterly corner thereof; thence South 75°52'59" East, continuing along said boundary line, 231.38 feet to the Southeasterly corner thereof, said corner also being the Southwesterly corner of Parcel 11 as depicted on said Deer Run R-2; thence along the boundary line of said Parcel

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

11 the following 9 courses: Course 1, thence North $11^{\circ}28'34''$ West, 87.45 feet; Course 2, thence North $01^{\circ}17'21''$ West, 71.36 feet; Course 3, thence South $68^{\circ}13'40''$ East, 264.30 feet; Course 4, thence South $70^{\circ}56'54''$ East, 144.84 feet; Course 5, thence North $42^{\circ}50'13''$ East, 115.34 feet; Course 6, thence South $17^{\circ}46'03''$ East, 97.00 feet; Course 7, thence South $13^{\circ}17'22''$ East, 102.47 feet to a point on a curve concave Northwesterly having a radius of 255.00 feet; Course 8, thence Northeasterly along the arc of said curve, through a central angle of $36^{\circ}07'50''$, an arc length of 160.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $59^{\circ}02'29''$ East, 158.15 feet; Course 9, thence North $40^{\circ}58'34''$ East, 150.21 feet to a point lying on the boundary line of Parcel 10 as depicted on said Deer Run R-2; thence along said boundary line of Parcel 10 the following 13 courses: Course 1, thence North $49^{\circ}01'26''$ West, departing said boundary line of Parcel 11, a distance of 16.24 feet; Course 2, thence North $18^{\circ}20'44''$ West, 97.39 feet; Course 3, thence North $40^{\circ}58'34''$ East, 150.81 feet to the point of curvature of a curve concave Northwesterly having a radius of 855.00 feet; Course 4, thence Northeasterly along the arc of said curve, through a central angle of $16^{\circ}08'49''$, an arc length of 240.95 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $32^{\circ}54'10''$ East, 240.16 feet; Course 5, thence North $24^{\circ}49'45''$ East, 154.42 feet; Course 6, thence South $47^{\circ}31'42''$ East, 79.58 feet; Course 7, thence North $75^{\circ}22'23''$ East, 44.25 feet; Course 8, thence North $24^{\circ}49'45''$ East, 65.83 feet to the point of curvature of a curve concave Westerly having a radius of 540.00 feet; Course 9, thence Northerly along the arc of said curve, through a central angle of $23^{\circ}16'16''$, an arc length of 219.32 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $13^{\circ}11'37''$ East, 217.82 feet; Course 10, thence North $57^{\circ}16'28''$ West, 137.95 feet; Course 11, thence North $11^{\circ}33'50''$ East, 25.87 feet; Course 12, thence North $00^{\circ}43'49''$ West, 246.66 feet; Course 13, thence South $89^{\circ}18'08''$ West, 34.25 feet to the Southeasterly corner of that certain Stormwater Management Easement as depicted on said Deer Run R-2; thence Northerly, along the boundary line of said Stormwater Management Easement, the following 8 courses: Course 1, thence South $89^{\circ}18'07''$ West, departing said boundary line of Parcel 10, a distance of 26.67 feet; Course 2, thence North $23^{\circ}21'38''$ West, 205.07 feet; Course 3, thence North $03^{\circ}16'22''$ West, 377.35 feet; Course 4, thence North $35^{\circ}51'54''$ East, 153.03 feet; Course 5, thence North $05^{\circ}40'49''$ West, 428.94 feet; Course 6, thence North $09^{\circ}30'34''$ East, 210.16 feet; Course 7, thence North $10^{\circ}12'03''$ West, 90.51 feet; Course 8, thence North $42^{\circ}28'56''$ East, 72.82 feet to a point lying on the boundary line of Golf Course Parcel 2 as depicted on said Deer Run R-2; thence South $89^{\circ}18'08''$ West, departing said boundary line of Stormwater Management Easement and along said boundary line of Golf Course Parcel 2, a distance of 53.06 feet to the point of curvature of a curve concave Southerly having a radius of 275.00 feet; thence Westerly, continuing along said boundary line of Golf Course Parcel 2 and along the arc of said curve, through a central angle of $41^{\circ}02'46''$,

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

an arc length of 197.01 feet to a point lying on the boundary line of Parcel 13 as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of South 68°46'45" West, 192.82 feet; thence along said boundary line of Parcel 13 the following 56 courses: Course 1, thence South 41°44'38" East, 38.54 feet; Course 2, thence South 09°17'30" West, 60.57 feet; Course 3, thence South 38°02'34" East, 45.32 feet; Course 4, thence South 51°57'25" West, 136.34 feet; Course 5, thence South 70°44'20" West, 11.08 feet; Course 6, thence South 50°01'12" West, 5.50 feet; Course 7, thence South 60°29'53" West, 37.80 feet; Course 8, thence North 75°28'18" West, 15.59 feet; Course 9, thence South 70°44'20" West, 4.70 feet; Course 10, thence North 57°52'26" West, 0.35 feet; Course 11, thence South 27°58'58" West, 106.95 feet; Course 12, thence South 26°55'08" East, 141.73 feet; Course 13, thence South 40°46'41" East, 36.64 feet; Course 14, thence South 81°08'01" West, 74.06 feet; Course 15, thence South 83°22'43" West, 100.08 feet; Course 16, thence South 09°59'58" West, 149.85 feet; Course 17, thence South 21°12'28" West, 57.54 feet; Course 18, thence South 58°08'05" West, 22.90 feet; Course 19, thence South 25°42'01" West, 44.72 feet; Course 20, thence South 14°17'56" West, 94.17 feet; Course 21, thence South 34°43'52" East, 121.18 feet; Course 22, thence South 88°43'32" East, 83.14 feet; Course 23, thence South 86°07'13" East, 59.93 feet; Course 24, thence South 01°26'59" East, 95.74 feet; Course 25, thence South 28°29'49" East, 115.49 feet; Course 26, thence North 75°29'46" West, 167.50 feet; Course 27, thence South 85°36'44" West, 115.84 feet; Course 28, thence North 40°50'13" West, 69.41 feet; Course 29, thence North 17°00'45" West, 46.53 feet; Course 30, thence North 11°05'31" West, 33.14 feet; Course 31, thence North 08°48'31" West, 30.21 feet; Course 32, thence North 12°47'50" West, 47.45 feet; Course 33, thence North 20°19'28" West, 59.84 feet; Course 34, thence North 41°17'29" West, 49.53 feet; Course 35, thence North 81°42'50" West, 24.72 feet; Course 36, thence South 71°32'41" West, 32.93 feet; Course 37, thence South 62°09'23" West, 24.10 feet; Course 38, thence South 53°45'44" West, 40.63 feet; Course 39, thence South 74°58'26" West, 143.82 feet; Course 40, thence South 21°42'33" East, 171.72 feet; Course 41, thence South 05°05'15" West, 68.80 feet; Course 42, thence South 84°01'46" West, 175.39 feet; Course 43, thence North 34°42'38" West, 53.94 feet; Course 44, thence North 12°41'03" West, 275.77 feet to the point of curvature of a curve concave Southeasterly having a radius of 260.00 feet; Course 45, thence Northeasterly along the arc of said curve, through a central angle of 76°58'21", an arc length of 349.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 25°48'07" East, 323.61 feet; Course 46, thence North 89°04'44" East, 28.57 feet; Course 47, thence North 56°19'05" East, 64.55 feet; Course 48, thence North 83°02'07" East, 115.39 feet; Course 49, thence South 80°05'08" East, 111.28 feet; Course 50, thence North 62°40'31" East, 86.60 feet; Course 51, thence North 27°11'52" East, 146.56 feet; Course 52, thence North 26°55'48" East, 51.81 feet; Course 53, thence North 20°21'38" East, 94.94 feet; Course 54, thence South 50°27'50" East, 97.46 feet; Course 55, thence South 53°39'49"

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

East, 20.28 feet; Course 56, thence North 27°58'58" East, 93.96 feet to a point lying on the boundary line of Parcel 14 as depicted on said Deer Run R-2; thence along said boundary line of Parcel 14 the following 64 courses; Course 1, thence North 57°52'26" West, departing said boundary line of Parcel 13, a distance of 5.78 feet; Course 2, thence North 22°39'05" West, 125.74 feet; Course 3, thence North 36°55'09" West, 103.10 feet; Course 4, thence North 26°48'19" West, 59.61 feet; Course 5, thence North 27°28'09" West, 97.15 feet; Course 6, thence North 53°37'09" West, 95.34 feet; Course 7, thence North 82°53'16" West, 118.67 feet; Course 8, thence North 80°25'46" West, 61.75 feet; Course 9, thence North 19°14'06" East, 66.69 feet; Course 10, thence North 36°57'14" East, 79.60 feet; Course 11, thence North 14°00'51" East, 90.42 feet; Course 12, thence North 18°47'15" West, 37.25 feet; Course 13, thence North 35°53'46" West, 47.70 feet; Course 14, thence North 73°00'25" East, 45.72 feet; Course 15, thence South 72°44'58" East, 41.39 feet; Course 16, thence South 55°16'42" East, 73.67 feet; Course 17, thence North 71°32'36" East, 74.88 feet; Course 18, thence North 04°30'17" East, 62.49 feet to a point on a curve concave Easterly having a radius of 260.00 feet; Course 19, thence Northerly along the arc of said curve, through a central angle of 12°52'43", an arc length of 58.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°19'41" West, 58.32 feet; Course 20, thence North 10°53'19" West, 65.22 feet; Course 21, thence South 88°21'51" West, 42.99 feet; Course 22, thence South 34°30'26" West, 42.30 feet; Course 23, thence South 65°35'00" West, 30.49 feet; Course 24, thence South 85°25'10" West, 49.08 feet; Course 25, thence North 72°26'08" West, 40.82 feet; Course 26, thence South 80°59'20" West, 59.40 feet; Course 27, thence North 21°06'26" West, 68.79 feet; Course 28, thence North 09°27'58" West, 56.94 feet; Course 29, thence North 29°37'59" West, 69.53 feet; Course 30, thence North 58°03'56" West, 91.03 feet; Course 31, thence North 63°49'43" West, 60.49 feet; Course 32, thence South 41°40'30" West, 233.66 feet; Course 33, thence South 02°09'20" East, 43.09 feet; Course 34, thence South 43°56'24" West, 62.53 feet; Course 35, thence South 34°33'46" West, 75.01 feet; Course 36, thence South 11°05'39" West, 52.93 feet; Course 37, thence South 04°30'32" East, 219.19 feet to a point on a curve concave Easterly having a radius of 140.00 feet; Course 38, thence Southerly along the arc of said curve, through a central angle of 16°41'28", an arc length of 40.78 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 13°10'45" East, 40.64 feet; Course 39, thence South 84°35'58" East, 97.24 feet; Course 40, thence South 37°13'38" East, 141.91 feet; Course 41, thence South 12°34'51" East, 66.36 feet; Course 42, thence South 17°01'15" West, 99.83 feet; Course 43, thence South 20°26'57" West, 32.76 feet to a point on a curve concave Westerly having a radius of 50.00 feet; Course 44, thence Southerly along the arc of said curve, through a central angle of 42°11'17", an arc length of 36.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°26'57" West, 35.99 feet; Course 45, thence South 20°26'57" West, 35.32 feet; Course 46, thence

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

South 02°59'04" East, 125.89 feet; Course 47, thence South 45°04'32" West, 87.87 feet; Course 48, thence South 65°32'07" West, 30.11 feet; Course 49, thence North 29°59'04" West, 29.36 feet; Course 50, thence North 07°42'15" West, 90.89 feet; Course 51, thence North 24°00'50" West, 106.81 feet; Course 52, thence North 13°25'41" West, 120.45 feet; Course 53, thence North 03°45'16" West, 79.19 feet; Course 54, thence North 36°52'32" West, 127.42 feet; Course 55, thence North 06°11'47" East, 146.82 feet; Course 56, thence North 04°16'43" West, 117.14 feet; Course 57, thence North 51°07'00" West, 93.73 feet; Course 58, thence South 80°36'39" West, 16.20 feet; Course 59, thence North 04°24'29" West, 37.74 feet; Course 60, thence North 06°11'08" East, 46.21 feet; Course 61, thence North 40°56'00" East, 101.16 feet; Course 62, thence North 50°16'42" East, 148.70 feet; Course 63, thence North 21°17'12" West, 108.98 feet; Course 64, thence North 20°58'09" West, 52.73 feet to the Southwesterly corner of that certain Stormwater Management Easement as depicted on said Deer Run R-2; thence along the boundary line of said Stormwater Management Easement the following 6 courses: Course 1, thence North 22°58'40" East, departing said boundary line of Parcel 14, a distance of 360.96 feet to the point of curvature of a curve concave Southeasterly having a radius of 130.00 feet; Course 2, thence Northeasterly along the arc of said curve, through a central angle of 40°04'34", an arc length of 90.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 43°00'57" East, 89.09 feet; Course 3, thence North 63°03'14" East, 273.68 feet to the point of curvature of a curve concave Southwesterly having a radius of 115.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 122°25'19", an arc length of 245.72 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 55°44'07" East, 201.57 feet; Course 5, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 75.00 feet, through a central angle of 60°29'23", an arc length of 79.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24°46'09" East, 75.55 feet; Course 6, thence South 55°00'50" East, 387.17 feet to the Southeasterly corner thereof, said corner lying on said boundary line of Parcel 14; thence South 37°39'22" East, along said boundary line of Parcel 14, a distance of 223.55 feet to the Northerly most corner of that certain Stormwater Management Easement as depicted on said Deer run R-2; thence Southerly along said boundary line the following 9 courses: Course 1, thence South 27°50'01" East, departing said boundary line of Parcel 14, a distance of 208.35 feet; Course 2, thence South 00°38'01" West, 110.90 feet to the point of curvature of a curve concave Northeasterly having a radius of 60.00 feet; Course 3, thence Southeasterly along the arc of said curve, through a central angle of 61°45'45", an arc length of 64.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 30°14'52" East, 61.59 feet; Course 4, thence South 61°07'44" East, 108.20 feet to the point of curvature of a curve concave Westerly having a radius of 55.00 feet; Course 5, thence

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

Southerly along the arc of said curve, through a central angle of $87^{\circ}55'10''$, an arc length of 84.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $17^{\circ}10'09''$ East, 76.36 feet; Course 6, thence South $26^{\circ}47'26''$ West, 101.22 feet; Course 7, thence South $28^{\circ}37'05''$ East, 39.66 feet to the point of curvature of a curve concave Northwesterly having a radius of 30.00 feet; Course 8, thence Southwesterly along the arc of said curve, through a central angle of $109^{\circ}59'02''$, an arc length of 57.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $26^{\circ}22'26''$ West, 49.14 feet; Course 9, thence South $81^{\circ}21'57''$ West, 95.78 feet to a point lying on the boundary line of said Golf Course Parcel 2; thence along said boundary line the following 9 courses: Course 1, thence South $17^{\circ}58'02''$ East, departing said boundary line of Stormwater Management Easement, 92.59 feet to a point on a curve concave Southerly having a radius of 325.00 feet; Course 2, thence Easterly along the arc of said curve, through a central angle of $17^{\circ}16'10''$, an arc length of 97.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $80^{\circ}40'03''$ East, 97.59 feet; Course 3, thence North $89^{\circ}18'08''$ East, 83.06 feet; Course 4, thence North $00^{\circ}43'49''$ West, 617.44 feet to the point of curvature of a curve concave Southwesterly having a radius of 480.00 feet; Course 5, thence Northwesterly along the arc of said curve, through a central angle of $48^{\circ}31'16''$, an arc length of 406.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $24^{\circ}59'27''$ West, 394.45 feet; Course 6, thence North $49^{\circ}15'05''$ West, 786.82 feet to the point of curvature of a curve concave Southerly having a radius of 80.00 feet; Course 7, thence Westerly along the arc of said curve, through a central angle of $74^{\circ}09'34''$, an arc length of 103.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $86^{\circ}19'52''$ West, 96.47 feet; Course 8, thence South $56^{\circ}35'21''$ West, 596.02 feet to the point of curvature of a curve concave Northwesterly having a radius of 595.00 feet; Course 9, thence Southwesterly along the arc of said curve, through a central angle of $20^{\circ}44'21''$, an arc length of 215.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $66^{\circ}57'31''$ West, 214.20 feet; thence North $00^{\circ}52'19''$ East, along said boundary line of Golf Course Parcel 2 and along the boundary line of Tract C-8 as depicted on said Deer Run R-2, a distance of 11.07 feet; thence along said boundary line of Tract C-8 the following 6 courses: Course 1, thence North $47^{\circ}53'21''$ West, 97.62 feet; Course 2, thence North $24^{\circ}01'51''$ West, 23.47 feet to a point on a curve concave Northerly having a radius of 485.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}12'54''$, an arc length of 44.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $86^{\circ}50'27''$ West, 44.13 feet; Course 4, thence South $89^{\circ}26'53''$ West, 153.09 feet; Course 5, thence South $35^{\circ}26'54''$ East, 88.00 feet; Course 6, thence South $03^{\circ}43'13''$ West, 37.93 feet; thence along the boundary line of Parcel 12, as depicted on said Deer Run R-2, the

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

following 41 courses: Course 1, thence South 89°26'53" West, departing said boundary line of Tract C-8, a distance of 135.48 feet to a point on a curve concave Northwesterly having a radius of 295.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of 21°31'26", an arc length of 110.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 28°59'38" West, 110.17 feet; Course 3, thence North 70°20'37" West, 25.16 feet; Course 4, thence South 38°11'09" West, 158.93 feet; Course 5, thence South 00°10'46" East, 84.82 feet; Course 6, thence South 28°44'11" West, 49.90 feet; Course 7, thence South 79°43'22" West, 57.50 feet; Course 8, thence South 52°15'00" West, 115.28 feet; Course 9, thence North 32°26'09" West, 152.66 feet; Course 10, thence South 47°39'01" West, 228.28 feet; Course 11, thence South 47°39'10" East, 41.71 feet; Course 12, thence South 12°36'17" East, 101.19 feet; Course 13, thence South 39°29'53" East, 114.03 feet; Course 14, thence South 10°02'00" East, 174.29 feet; Course 15, thence South 01°18'24" East, 83.52 feet; Course 16, thence South 02°38'52" East, 108.55 feet; Course 17, thence South 88°14'12" West, 53.61 feet; Course 18, thence North 63°04'40" West, 560.72 feet; Course 19, thence North 64°29'06" East, 134.92 feet; Course 20, thence North 36°31'21" East, 118.39 feet; Course 21, thence North 16°05'14" East, 9.06 feet to a point on a curve concave Easterly having a radius of 185.00 feet; Course 22, thence Northerly along the arc of said curve, through a central angle of 31°14'19", an arc length of 100.86 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 16°05'14" East, 99.62 feet; Course 23, thence North 16°05'14" East, 23.44 feet; Course 24, thence North 48°11'15" West, 194.57 feet; Course 25, thence North 40°03'37" East, 38.23 feet; Course 26, thence South 89°28'11" East, 81.26 feet; Course 27, thence North 70°41'12" East, 59.68 feet; Course 28, thence South 47°39'10" East, 125.67 feet; Course 29, thence North 47°39'01" East, 224.51 feet; Course 30, thence North 60°15'19" West, 66.04 feet; Course 31, thence North 31°20'18" West, 125.59 feet; Course 32, thence North 47°54'44" West, 90.20 feet; Course 33, thence North 04°13'41" East, 93.05 feet; Course 34, thence North 10°44'04" East, 85.09 feet; Course 35, thence North 01°08'14" East, 59.35 feet; Course 36, thence North 19°34'36" West, 54.01 feet; Course 37, thence North 18°57'48" East, 278.61 feet to the point of curvature of a curve concave Southeasterly having a radius of 500.00 feet; Course 38, thence Northeasterly along the arc of said curve, through a central angle of 23°28'35", an arc length of 204.87 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 30°42'07" East, 203.44 feet; Course 39, thence Northerly along the arc of a curve concave Westerly having a radius of 350.00 feet, through a central angle of 46°45'11", an arc length of 285.60 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 19°03'51" East, 277.74 feet; Course 40, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 195.00 feet, through a central angle of 64°00'14", an arc length of 217.83 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

27°41'27" East, 206.68 feet; Course 41, thence North 89°15'49" East, 215.00 feet to the Northwesterly corner of Tract C-3 as depicted on said Deer Run R-2; thence along the boundary line of said Tract C-3 the following 28 courses: Course 1, thence South 51°45'19" East, 58.34 feet; Course 2, thence South 25°05'11" West, 112.67 feet; Course 3, thence South 32°11'04" West, 129.17 feet; Course 4, thence South 10°56'34" West, 74.66 feet to a point on a curve concave Westerly having a radius of 60.00 feet; Course 5, thence Southerly along the arc of said curve, through a central angle of 49°56'34", an arc length of 52.30 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 06°47'55" East, 50.66 feet; Course 6, thence South 07°38'42" East, 60.29 feet; Course 7, thence South 41°46'55" West, 33.20 feet; Course 8, thence North 87°40'32" West, 48.89 feet; Course 9, thence South 16°12'46" East, 169.93 feet; Course 10, thence South 30°06'56" East, 108.98 feet; Course 11, thence South 68°35'12" East, 37.72 feet; Course 12, thence South 17°08'47" West, 76.24 feet; Course 13, thence South 16°54'00" West, 62.16 feet; Course 14, thence South 56°11'17" East, 51.17 feet; Course 15, thence South 18°24'44" East, 57.55 feet to a point on a curve concave Northerly having a radius of 490.00 feet; Course 16, thence Easterly along the arc of said curve, through a central angle of 08°37'33", an arc length of 73.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 86°14'21" East, 73.70 feet; Course 17, thence North 89°26'53" East, 221.33 feet to the point of curvature of a curve concave Northerly having a radius of 415.00 feet; Course 18, thence Easterly along the arc of said curve, through a central angle of 02°14'02", an arc length of 16.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 88°19'51" East, 16.18 feet; Course 19, thence North 03°16'41" West, 110.01 feet; Course 20, thence North 12°03'48" East, 80.33 feet; Course 21, thence North 54°51'18" East, 117.03 feet; Course 22, thence North 30°51'09" East, 117.15 feet; Course 23, thence North 45°44'15" East, 114.96 feet; Course 24, thence North 12°12'57" East, 117.93 feet; Course 25, thence North 03°13'33" West, 90.16 feet; Course 26, thence North 21°39'08" East, 92.95 feet; Course 27, thence North 00°02'37" West, 83.93 feet; Course 28, thence North 20°01'44" West, 146.59 feet to the Northwesterly corner of Parcel 10 as depicted on said Deer Run R-2; thence along the boundary line of said Parcel 10 the following 27 courses: Course 1, thence North 89°15'49" East, departing said boundary line of Tract C-3, a distance of 1141.08 feet; Course 2, thence South 29°22'57" East, 92.15 feet; Course 3, thence South 20°43'03" East, 106.06 feet; Course 4, thence North 62°39'00" East, 183.07 feet; Course 5, thence North 05°35'01" West, 98.89 feet; Course 6, thence North 89°15'49" East, 304.41 feet; Course 7, thence South 00°43'49" East, 333.87 feet; Course 8, thence South 89°18'10" West, 73.23 feet; Course 9, thence South 63°12'46" West, 49.74 feet; Course 10, thence South 59°34'07" West, 59.76 feet; Course 11, thence South 08°25'24" West, 108.66 feet; Course 12, thence South 05°35'59" West, 99.56 feet to the point of curvature of a curve concave Westerly having a radius of 360.00 feet; Course 13,

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

thence Southerly along the arc of said curve, through a central angle of $05^{\circ}10'56''$, an arc length of 32.56 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $08^{\circ}11'26''$ West, 32.55 feet; Course 14, thence South $59^{\circ}30'08''$ East, 63.88 feet; Course 15, thence South $17^{\circ}23'59''$ East, 94.80 feet; Course 16, thence South $01^{\circ}11'42''$ East, 71.74 feet; Course 17, thence South $11^{\circ}25'51''$ West, 85.68 feet; Course 18, thence South $55^{\circ}22'36''$ West, 82.67 feet; Course 19, thence South $36^{\circ}38'39''$ East, 67.91 feet; Course 20, thence South $02^{\circ}18'22''$ East, 97.75 feet; Course 21, thence South $00^{\circ}45'05''$ East, 234.00 feet to a point on a curve concave Southwesterly having a radius of 660.00 feet; Course 22, thence Southeasterly along the arc of said curve, through a central angle of $02^{\circ}02'59''$, an arc length of 23.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $23^{\circ}12'58''$ East, 23.61 feet; Course 23, thence North $73^{\circ}53'16''$ East, 23.28 feet; Course 24, thence South $36^{\circ}27'04''$ East, 110.48 feet; Course 25, thence South $83^{\circ}17'38''$ East, 69.40 feet; Course 26, thence South $00^{\circ}43'49''$ East, 2860.31 feet; Course 27, thence North $71^{\circ}49'41''$ West, 60.89 feet to the Northerly most corner of Tract C-19 as depicted on said Deer Run R-2; thence along the boundary line of said Tract C-19 the following 8 courses: Course 1, thence South $18^{\circ}10'19''$ West, departing said boundary line of Parcel 10, a distance of 19.48 feet; Course 2, thence South $34^{\circ}39'01''$ West, 160.98 feet; Course 3, thence South $14^{\circ}00'45''$ West, 213.56 feet; Course 4, thence South $68^{\circ}39'44''$ West, 97.76 feet; Course 5, thence South $23^{\circ}09'27''$ West, 131.25 feet; Course 6, thence South $29^{\circ}35'04''$ East, 88.58 feet; Course 7, thence South $18^{\circ}25'01''$ West, 39.90 feet; Course 8, thence South $51^{\circ}55'08''$ East, 23.42 feet to the Northwesterly corner of Parcel 3 as depicted on said Deer Run R-2; thence Easterly, departing said boundary line of Tract C-19, along the Northerly line of Parcel 3 and along the arc of a curve concave Northerly having a radius of 479.92 feet, through a central angle of $34^{\circ}12'55''$, an arc length of 286.59 feet to the Northeasterly corner of said Parcel 3, said corner also being the Southeasterly corner of Tract C-29 as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of South $70^{\circ}25'29''$ East, 282.35 feet; thence along the boundary line of said Tract C-29 the following 6 courses: Course 1, thence Easterly along the arc of a curve concave Northerly having a radius of 475.77 feet, through a central angle of $03^{\circ}40'09''$, an arc length of 30.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $89^{\circ}20'35''$ East, 30.46 feet; Course 2, thence North $88^{\circ}49'21''$ East, 219.16 feet; Course 3, thence North $14^{\circ}07'26''$ West, 136.70 feet; Course 4, thence North $31^{\circ}54'03''$ West, 91.60 feet; Course 5, thence North $40^{\circ}03'13''$ West, 63.12 feet; Course 6, thence North $18^{\circ}07'00''$ East, 53.43 feet to the Northwesterly corner of Tract W, as depicted on said Deer Run R-2; thence North $88^{\circ}49'21''$ East, departing said boundary line of Tract C-29, along the Northerly line of said Tract W and along the Northerly line of Tract H, as depicted on said Deer Run R-2, a distance of 751.19 feet to the Point of Beginning.

Grand Reserve Village PUD (continued)

PUD Parcel 2:

A portion of Deer Run R-2, as recorded in Map Book 37, pages 80 through 93, together with a portion of Grand Reserve and Golf Club, RPUD, Unit 1, as recorded in Map Book 36, pages 100 through 104, both of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northerly most corner of Tract C-23 as depicted on said Deer Run R-2, said corner lying on the boundary line of Tract BB as depicted on said Grand Reserve and Golf Club, RPUD, Unit 1; thence along said boundary line the following 8 courses: Course 1, thence North $40^{\circ}54'04''$ East, 11.28 feet; Course 2, thence North $76^{\circ}40'31''$ West, 55.11 feet to the point of curvature of a curve concave Northerly having a radius of 510.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of $09^{\circ}42'11''$, an arc length of 86.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $71^{\circ}49'26''$ West, 86.27 feet; Course 4, thence North $66^{\circ}58'20''$ West, 78.65 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet; Course 5, thence Southwesterly along the arc of said curve, through a central angle of $100^{\circ}27'23''$, an arc length of 26.30 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $62^{\circ}47'58''$ West, 23.06 feet; Course 6, thence Southerly along the arc of a curve concave Easterly having a radius of 127.94 feet, through a central angle of $19^{\circ}40'33''$, an arc length of 43.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $02^{\circ}44'00''$ West, 43.72 feet; Course 7, thence South $07^{\circ}06'16''$ East, 48.47 feet; Course 8, thence North $88^{\circ}49'05''$ East, 10.05 feet to the Northwesterly corner of Tract C-24 as depicted on said Deer Run R-2; thence Southerly, along the Westerly line of said Tract C-24, the following 30 courses: Course 1, thence South $07^{\circ}06'16''$ East, departing said boundary line of Tract BB, a distance of 31.38 feet; Course 2, thence North $63^{\circ}51'42''$ West, 11.96 feet; Course 3, thence South $07^{\circ}06'16''$ East, 108.11 feet; Course 4, thence South $89^{\circ}25'13''$ East, 111.00 feet; Course 5, thence South $10^{\circ}09'49''$ East, 55.13 feet; Course 6, thence South $22^{\circ}40'47''$ East, 41.84 feet; Course 7, thence South $35^{\circ}37'10''$ East, 55.42 feet; Course 8, thence South $17^{\circ}27'18''$ East, 26.68 feet; Course 9, thence South $39^{\circ}28'05''$ East, 180.23 feet; Course 10, thence South $19^{\circ}15'19''$ East, 161.82 feet; Course 11, thence South $21^{\circ}35'38''$ East, 46.39 feet; Course 12, thence South $49^{\circ}26'03''$ East, 67.78 feet; Course 13, thence South $55^{\circ}53'05''$ East, 66.38 feet; Course 14, thence North $82^{\circ}19'26''$ East, 215.17 feet; Course 15, thence South $34^{\circ}04'49''$ East, 80.80 feet; Course 16, thence South $65^{\circ}13'44''$ West, 80.09 feet; Course 17, thence South $07^{\circ}26'24''$ East, 189.79 feet; Course 18, thence South $00^{\circ}59'35''$ West, 169.96 feet; Course 19, thence South $78^{\circ}46'36''$ East, 53.43 feet; Course 20, thence South $34^{\circ}39'36''$ East, 46.76 feet; Course 21, thence South $02^{\circ}32'06''$ East, 117.54 feet; Course 22, thence South $14^{\circ}10'21''$ West, 65.48 feet; Course 23, thence South $60^{\circ}25'36''$ West, 268.67 feet; Course 24, thence South $66^{\circ}24'41''$ West, 73.36 feet; Course

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

25, thence North 57°59'46" West, 124.45 feet; Course 26, thence South 64°26'36" West, 184.74 feet; Course 27, thence South 55°54'20" West, 60.67 feet; Course 28, thence South 27°34'56" West, 35.90 feet; Course 29, thence South 18°22'16" East, 112.67 feet; Course 30, thence South 00°52'55" East, 229.72 feet to the Southwesterly corner of said Tract C-24, said corner also being the Southeasterly corner of Parcel 6 as depicted on said Deer Run R-2; thence South 89°07'05" West, along the Southerly line of said Parcel 6, a distance of 231.97 feet to the Southwesterly corner thereof; thence Northerly, along the Westerly line of said Parcel 6, the following 18 courses: Course 1, thence North 00°48'05" West, 1095.84 feet; Course 2, thence North 20°36'49" East, 95.69 feet; Course 3, thence South 37°42'21" East, 110.68 feet; Course 4, thence South 39°09'53" East, 205.06 feet; Course 5, thence South 20°39'46" East, 36.74 feet; Course 6, thence South 69°38'00" East, 29.07 feet; Course 7, thence South 25°33'24" East, 152.17 feet; Course 8, thence North 64°26'36" East, 180.00 feet; Course 9, thence North 25°33'24" West, 29.05 feet; Course 10, thence North 66°00'01" East, 104.99 feet; Course 11, thence North 23°59'59" West, 97.06 feet to the point of curvature of a curve concave Southwesterly having a radius of 315.00 feet; Course 12, thence Northwesterly along the arc of said curve, through a central angle of 23°19'15", an arc length of 128.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 35°39'37" West, 127.33 feet; Course 13, thence North 47°19'14" West, 94.13 feet to the point of curvature of a curve concave Northeasterly having a radius of 385.00 feet; Course 14, thence Northwesterly along the arc of said curve, through a central angle of 28°06'13", an arc length of 188.84 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 33°16'08" West, 186.96 feet; Course 15, thence North 19°13'01" West, 45.07 feet to the point of curvature of a curve concave Southwesterly having a radius of 315.00 feet; Course 16, thence Northwesterly along the arc of said curve, through a central angle of 20°15'04", an arc length of 111.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 29°20'33" West, 110.76 feet; Course 17, thence North 39°28'05" West, 163.93 feet to the point of curvature of a curve concave Northeasterly having a radius of 385.00 feet; Course 18, thence Northwesterly along the arc of said curve, through a central angle of 32°21'49", an arc length of 217.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 23°17'10" West, 214.59 feet; thence North 07°06'16" West, continuing along said Westerly line of Parcel 6 and along the boundary line of Tract F as depicted on said Grand Reserve and Golf Club, RPUD, Unit 1, a distance of 217.71 feet to the point of curvature of a curve concave Easterly having a radius of 197.94 feet; thence along said boundary line of Tract F the following 3 courses: Course 1, thence Northerly along the arc of said curve, through a central angle of 24°36'34", an arc length of 85.02 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 05°12'01" East, 84.37 feet; Course 2, thence Northwesterly along the arc of a curve

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

concave Southwesterly having a radius of 15.00 feet, through a central angle of $84^{\circ}28'38''$, an arc length of 22.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $24^{\circ}44'01''$ West, 20.17 feet; Course 3, thence North $66^{\circ}58'20''$ West, 339.79 feet; thence North $23^{\circ}01'40''$ East, departing said boundary line of Tract F, 10.00 feet to a point lying on the Southerly right of way line of Grand Reserve Drive, a 50 foot right of way as depicted on said Grand Reserve and Golf Club, RPUD, Unit 1; thence South $66^{\circ}58'20''$ East, along said Southerly right of way line, 339.79 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet; thence Southeasterly, continuing along said Southerly right of way line and along the arc of said curve, through a central angle of $84^{\circ}28'38''$, an arc length of 36.86 feet to a point lying on the Westerly right of way line of Preserve Drive, a 50 foot right of way as depicted on said Grand Reserve and Golf Club, RPUD, Unit 1, said arc being subtended by a chord bearing and distance of South $24^{\circ}44'01''$ East, 33.61 feet; thence Southerly, departing said Southerly right of way line of Grand Reserve Drive, along the Westerly right of way line of said Preserve Drive and along the arc of a curve concave Easterly having a radius of 187.94 feet, through a central angle of $24^{\circ}36'34''$, an arc length of 80.72 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $05^{\circ}12'01''$ West, 80.10 feet; thence South $07^{\circ}06'16''$ East, continuing along said Westerly right of way line, 42.24 feet to the Southwesterly corner of the Southerly terminus of said Preserve Drive; thence North $88^{\circ}49'05''$ East, along said Southerly terminus, 50.27 feet to the Southeasterly corner thereof; thence North $07^{\circ}06'16''$ West, along the Easterly right of way line of said Preserve Drive, 47.44 feet to the point of curvature of a curve concave Easterly having a radius of 137.94 feet; thence Northerly, continuing along said Easterly right of way line of Preserve Drive and along the arc of said curve, through a central angle of $19^{\circ}40'33''$, an arc length of 47.37 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $02^{\circ}44'00''$ East, 47.14 feet; thence Northeasterly, departing said Easterly right of way line of Preserve Drive, along said Southerly right of way line of Grand Reserve Drive and along the arc of a curve concave Southeasterly having a radius of 25.00 feet, through a central angle of $100^{\circ}27'23''$, an arc length of 43.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $62^{\circ}47'58''$ East, 38.43 feet; thence Easterly, continuing along said Southerly right of way line of Grand Reserve Drive, the following 10 courses: Course 1, thence South $66^{\circ}58'20''$ East, 78.65 feet to the point of curvature of a curve concave Northerly having a radius of 500.00 feet; Course 2, thence Easterly along the arc of said curve, through a central angle of $09^{\circ}42'11''$, an arc length of 84.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}49'26''$ East, 84.57 feet; Course 3, thence South $76^{\circ}40'31''$ East, 256.41 feet to the point of curvature of a curve concave Southerly having a radius of 400.00 feet; Course 4, thence Easterly along the arc of said curve, through a

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

central angle of $14^{\circ}55'51''$, an arc length of 104.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $69^{\circ}12'35''$ East, 103.94 feet; Course 5, thence South $61^{\circ}44'40''$ East, 206.67 feet to the point of curvature of a curve concave Northerly having a radius of 625.00 feet; Course 6, thence Easterly along the arc of said curve, through a central angle of $14^{\circ}08'19''$, an arc length of 154.23 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $68^{\circ}48'50''$ East, 153.84 feet; Course 7, thence South $75^{\circ}52'59''$ East, 684.34 feet to the point of curvature of a curve concave Northerly having a radius of 325.00 feet; Course 8, thence Easterly along the arc of said curve, through a central angle of $63^{\circ}08'26''$, an arc length of 358.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $72^{\circ}32'48''$ East, 340.30 feet; Course 9, thence North $40^{\circ}58'34''$ East, 210.39 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 10, thence Easterly along the arc of said curve, through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet to a point lying on the Southerly right of way line of Grand Reserve Boulevard, a 50 foot right of way as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of North $85^{\circ}58'34''$ East, 35.36 feet; thence Easterly, along said Southerly right of way line of Grand Reserve Boulevard, the following 4 courses: Course 1, thence South $49^{\circ}01'26''$ East, 147.97 feet to the point of curvature of a curve concave Northerly having a radius of 549.91 feet; Course 2, thence Easterly along the arc of said curve, through a central angle of $38^{\circ}30'27''$, an arc length of 369.58 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $68^{\circ}16'38''$ East, 362.67 feet; Course 3, thence Easterly along the arc of a curve concave Northerly having a radius of 545.77 feet, through a central angle of $03^{\circ}40'05''$, an arc length of 34.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $89^{\circ}20'36''$ East, 34.93 feet; Course 4, thence North $88^{\circ}49'21''$ East, 571.67 feet to the point of curvature of a curve concave Southwesterly having a radius of 20.00 feet; thence Southeasterly, departing said Southerly right of way line of Grand Reserve Boulevard, along the Easterly line of Tract F as depicted on said Deer Run R-2, and along the arc of said curve, through a central angle of $89^{\circ}57'30''$, an arc length of 31.40 feet to the Southeasterly corner of said Tract F, said arc being subtended by a chord bearing and distance of South $46^{\circ}11'54''$ East, 28.27 feet; thence South $88^{\circ}49'21''$ West, along the Southerly line of said Tract F, a distance of 631.30 feet to the Southwesterly corner thereof; thence North $01^{\circ}08'54''$ West, along the Westerly line of said Tract F, 1.37 feet to the Northeasterly corner of Tract C-28 as depicted on said Deer Run R-2; thence along said Northerly line of Tract C-28 the following 3 Courses: Course 1, thence Westerly along the arc of a curve concave Northerly having a radius of 569.91 feet, through a central angle of $38^{\circ}09'38''$, an arc length of 379.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $68^{\circ}06'13''$ West, 372.60 feet;

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

Course 2, thence North 49°01'26" West, 137.97 feet to the point of curvature of a curve concave Southerly having a radius of 15.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 23.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 85°58'34" West, 21.21 feet; thence South 40°58'34" West, continuing along said Northerly line and along the Northerly line of Tract C-27 as depicted on said Deer Run R-2, a distance of 200.39 feet to the point of curvature of a curve concave Northwesterly having a radius of 345.00 feet; thence Southwesterly, continuing along said Northerly line of Tract C-27 and along the arc of said curve, through a central angle of 38°11'23", an arc length of 229.96 feet to the Northwesterly corner of said Tract C-27, said arc being subtended by a chord bearing and distance of South 60°04'16" West, 225.72 feet; thence Southerly, along the Westerly line of said Tract C-27, the following 23 courses: Course 1, thence South 08°50'52" East, 77.99 feet; Course 2, thence South 35°26'36" East, 103.06 feet; Course 3, thence South 18°05'41" West, 207.22 feet; Course 4, thence South 75°00'44" West, 97.66 feet; Course 5, thence South 24°46'46" West, 187.81 feet; Course 6, thence South 20°53'25" West, 63.05 feet; Course 7, thence South 14°33'52" West, 104.69 feet; Course 8, thence South 03°32'56" West, 74.37 feet; Course 9, thence South 39°06'02" East, 93.90 feet; Course 10, thence South 84°21'30" East, 65.53 feet; Course 11, thence South 47°34'14" East, 24.30 feet; Course 12, thence South 06°13'33" East, 29.24 feet; Course 13, thence South 05°49'43" West, 76.93 feet; Course 14, thence South 08°39'19" East, 99.35 feet; Course 15, thence South 02°32'43" East, 41.74 feet; Course 16, thence South 01°53'38" West, 78.50 feet; Course 17, thence South 13°25'25" West, 65.57 feet; Course 18, thence South 04°38'13" East, 117.33 feet; Course 19, thence South 52°15'22" West, 39.97 feet to the point of curvature of a curve concave Easterly having a radius of 25.00 feet; Course 20, thence Southerly along the arc of said curve, through a central angle of 78°56'05", an arc length of 34.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 12°47'20" West, 31.78 feet; Course 21, thence South 26°40'43" East, 29.26 feet; Course 22, thence South 34°49'35" West, 50.44 feet; Course 23, thence South 18°08'47" East, 58.03 feet to the Southwesterly corner thereof, said corner lying on the boundary line of Parcel 5 as depicted on said Deer Run R-2; thence along said boundary line of Parcel 5 the following 21 courses: Course 1, thence North 89°45'42" East, 38.33 feet; Course 2, thence South 00°29'03" East, 634.28 feet; Course 3, thence South 89°19'16" West, 60.00 feet; Course 4, thence North 00°29'03" West, 634.87 feet; Course 5, thence North 89°53'54" West, 822.45 feet; Course 6, thence North 05°06'01" West, 31.19 feet; Course 7, thence North 21°07'38" West, 63.52 feet; Course 8, thence North 09°03'04" West, 56.22 feet; Course 9, thence North 10°52'05" West, 70.71 feet; Course 10, thence North 22°30'54" East, 19.20 feet; Course 11, thence South 89°53'34" East, 116.62 feet; Course 12, thence North 59°46'20" East, 31.51 feet; Course 13, thence North 20°27'32" East, 59.59 feet; Course 14, thence North 61°32'00"

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

East, 37.66 feet; Course 15, thence South 58°43'20" East, 48.09 feet; Course 16, thence South 45°45'34" East, 116.57 feet; Course 17, thence South 59°27'31" East, 33.08 feet; Course 18, thence South 89°53'34" East, 120.63 feet; Course 19, thence North 00°00'42" East, 467.22 feet; Course 20, thence North 89°04'32" East, 81.63 feet; Course 21, thence North 00°36'34" West, 653.66 feet to a point lying on the Southerly line of Parcel 7 as depicted on said Deer Run R-2; thence South 88°54'49" West, along said Southerly line of Parcel 7 and along the boundary line of Tract D-1 as depicted on said Deer Run R-2, a distance of 211.65 feet; thence continuing along said boundary line of said Tract D-1 the following 5 Courses: Course 1, thence North 73°36'41" West, 83.86 feet; Course 2, thence North 41°06'10" West, 43.30 feet; Course 3, thence North 27°26'25" West, 43.49 feet; Course 4, thence North 01°23'21" East, 177.82 feet; Course 5, thence North 16°28'24" West, 40.75 feet to a point lying on the boundary line of Parcel 9 as depicted on said Deer Run R-2; thence along said boundary line of Parcel 9 the following 3 courses: Course 1, thence North 75°54'28" West, departing said boundary line of Tract D-1, a distance of 11.61 feet; Course 2, thence North 16°28'24" West, 10.74 feet; Course 3, thence North 14°05'49" East, 90.75 feet to the Northeasterly corner of said Tract C-23; thence along the Northerly line of said Tract C-23 the following 5 Courses: Course 1, thence North 75°52'59" West, departing said boundary line of Parcel 9, a distance of 26.00 feet to the point of curvature of a curve concave Northerly having a radius of 645.00 feet; Course 2, thence Westerly along the arc of said curve, through a central angle of 14°08'19", an arc length of 159.16 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 68°48'50" West, 158.76 feet; Course 3, thence North 61°44'40" West, 206.67 feet to the point of curvature of a curve concave Southerly having a radius of 380.00 feet; Course 4, thence Westerly along the arc of said curve, through a central angle of 14°55'51", an arc length of 99.03 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 69°12'35" West, 98.75 feet; Course 5, thence North 76°40'31" West, 206.52 feet to the Point of Beginning.

PUD Parcel 3:

All of Tracts I, J, S and X, as depicted on Deer Run R-2, recorded in Map Book 37, pages 80 through 93, of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southeasterly corner of said Tract J; thence South 88°49'21" West, along the Southerly line of said Tract J, a distance of 835.85 feet to the Southwesterly corner thereof; thence Northeasterly, along the Westerly line of said Tract J and along the arc of a curve concave Southeasterly having a radius of 20.00 feet, through a central angle of 89°57'30", an arc length of 31.40 feet to the point of tangency

Grand Reserve Village PUD (continued)

PUD Parcel 3 (continued):

of said curve, said point lying on the Southerly right of way line of Grand Reserve Boulevard, a 50 foot right of way as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of North 43°50'36" East, 28.27 feet; thence North 88°49'21" East, departing said Westerly line of Tract J and along said Southerly right of way line of Grand Reserve Boulevard, 1117.30 feet to the point of curvature of a curve concave Southerly having a radius of 275.00 feet; thence Easterly, continuing along said Southerly right of way line and along the arc of said curve, through a central angle of 22°57'01", an arc length of 110.15 feet to the Northeasterly corner of said Tract I, said arc being subtended by a chord bearing and distance of South 79°42'08" East, 109.42 feet; thence South 21°46'22" West, departing said Southerly right of way line and along the Easterly line of said Tract I, 20.00 feet to the Southeasterly corner of said Tract I; thence Westerly, along the Southerly line of said Tract I and along the arc of a curve concave Southerly having a radius of 255.00 feet, through a central angle of 22°57'01", an arc length of 102.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 79°42'08" West, 101.46 feet; thence South 88°49'21" West, continuing along said Southerly line of Tract I, 250.43 feet to the Southwesterly corner thereof, said corner also being the Northwesterly corner of Tract C-32 as depicted on said Deer Run R-2; thence Southerly, along the Westerly line of said Tract C-32, the following 15 courses: Course 1, thence Southerly along the arc of a curve concave Easterly having a radius of 25.00 feet, through a central angle of 11°32'13", an arc length of 5.03 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 04°35'28" West, 5.03 feet; Course 2, thence South 01°10'39" East, 70.09 feet; Course 3, thence South 36°56'25" East, 23.94 feet; Course 4, thence North 74°48'55" East, 66.12 feet; Course 5, thence North 86°22'06" East, 10.96 feet; Course 6, thence South 15°06'23" West, 21.86 feet; Course 7, thence South 31°21'05" East, 67.91 feet; Course 8, thence South 00°22'38" West, 43.99 feet; Course 9, thence South 13°22'52" East, 168.61 feet; Course 10, thence South 35°09'10" East, 56.07 feet; Course 11, thence South 13°03'18" East, 33.58 feet; Course 12, thence South 05°41'13" West, 125.33 feet; Course 13, thence South 05°45'18" East, 117.10 feet; Course 14, thence South 40°00'24" West, 161.74 feet; Course 15, thence South 12°37'52" West, 94.12 feet to the Southwesterly corner of said Tract C-32, said corner also being the Southeasterly corner of said Tract X; thence South 88°57'09" West, along the Southerly line of said Tract X, 103.97 feet to the Southwesterly corner thereof, said corner also being the Southeasterly corner of Tract C-31 as depicted on said Deer Run R-2; thence Northerly, along the Easterly line of said Tract C-31, the following 11 courses: Course 1, thence North 29°01'02" West, 39.48 feet; Course 2, thence North 00°59'36" East, 122.66 feet; Course 3, thence North 34°44'54" East, 80.22 feet; Course 4, thence North 08°04'22" West, 61.73 feet; Course 5, thence North 00°57'15" West, 148.84 feet; Course 6, thence North 19°29'40" West, 102.43 feet; Course 7, thence North 15°55'18" West, 80.32 feet; Course 8, thence North 04°51'48" West, 126.61 feet;

Grand Reserve Village PUD (continued)

PUD Parcel 3 (continued):

Course 9, thence North 43°20'34" East, 47.21 feet; Course 10, thence North 01°10'39" West, 127.42 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet; Course 11, thence Northerly along the arc of said curve, through a central angle of 11°34'15", an arc length of 5.05 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 06°57'47" West, 5.04 feet.

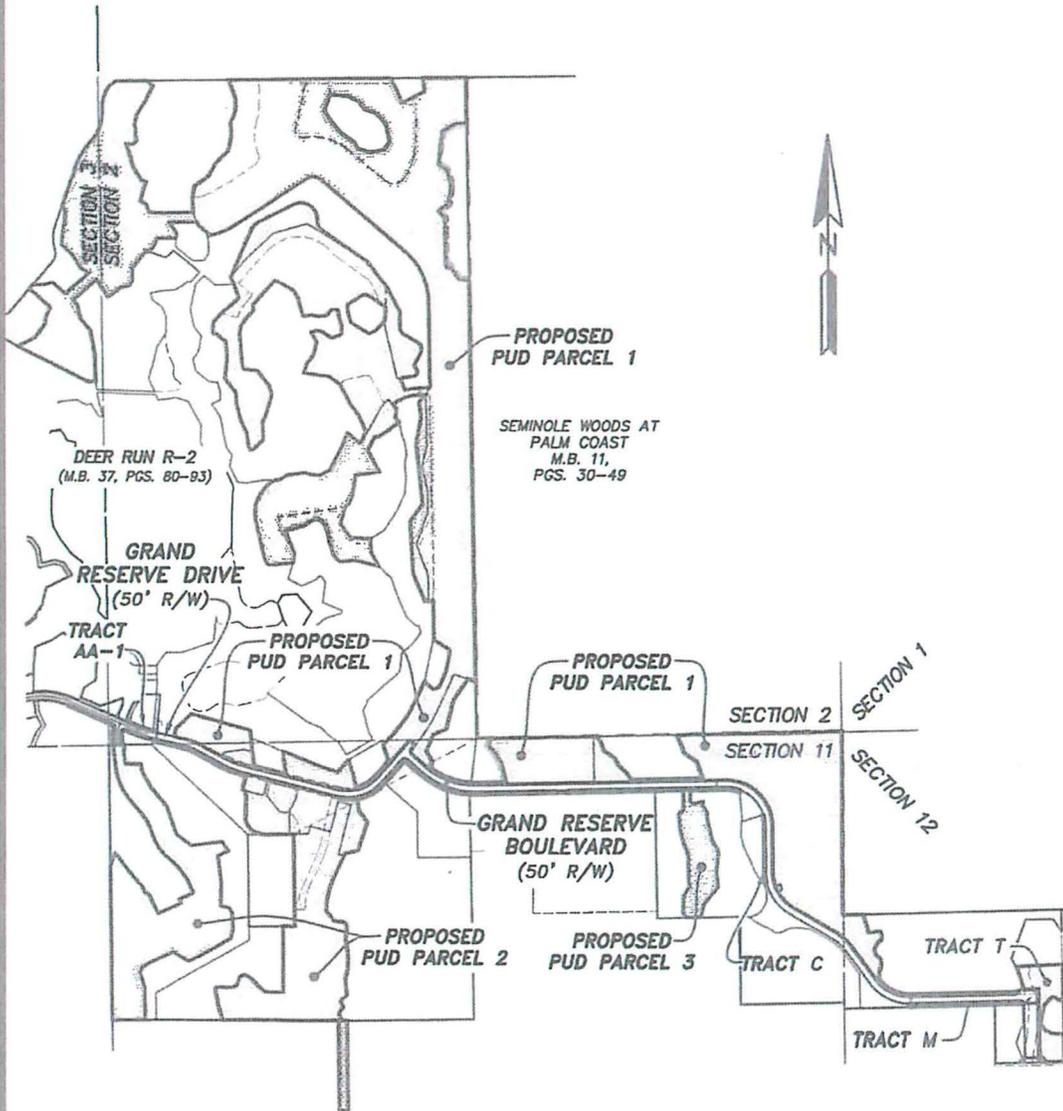
Less and Except from the above described lands the following:

Tract C-5 (Conservation Easement ZZ), Tract C-22 (Conservation Easement P) and Tract C-12 (Conservation Easement QQQ), as depicted on the plat of Deer Run R-2, recorded in Map Book 37, pages 80 through 93, of the Public Records of Flagler County, Florida.

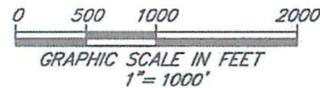
Containing 194.67 acres, more or less.

EXHIBIT TO SHOW

A PORTION OF GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1
AS RECORDED IN MAP BOOK 36, PAGES 100 THROUGH 104,
TOGETHER WITH A PORTION OF DEER RUN R-2 AS RECORDED
IN MAP BOOK 37, PAGES 80 THROUGH 93, BOTH OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
M.B. MAP BOOK
PG. PAGE
R/W RIGHT OF WAY
 PROPOSED PUD PARCELS



GENERAL NOTES:

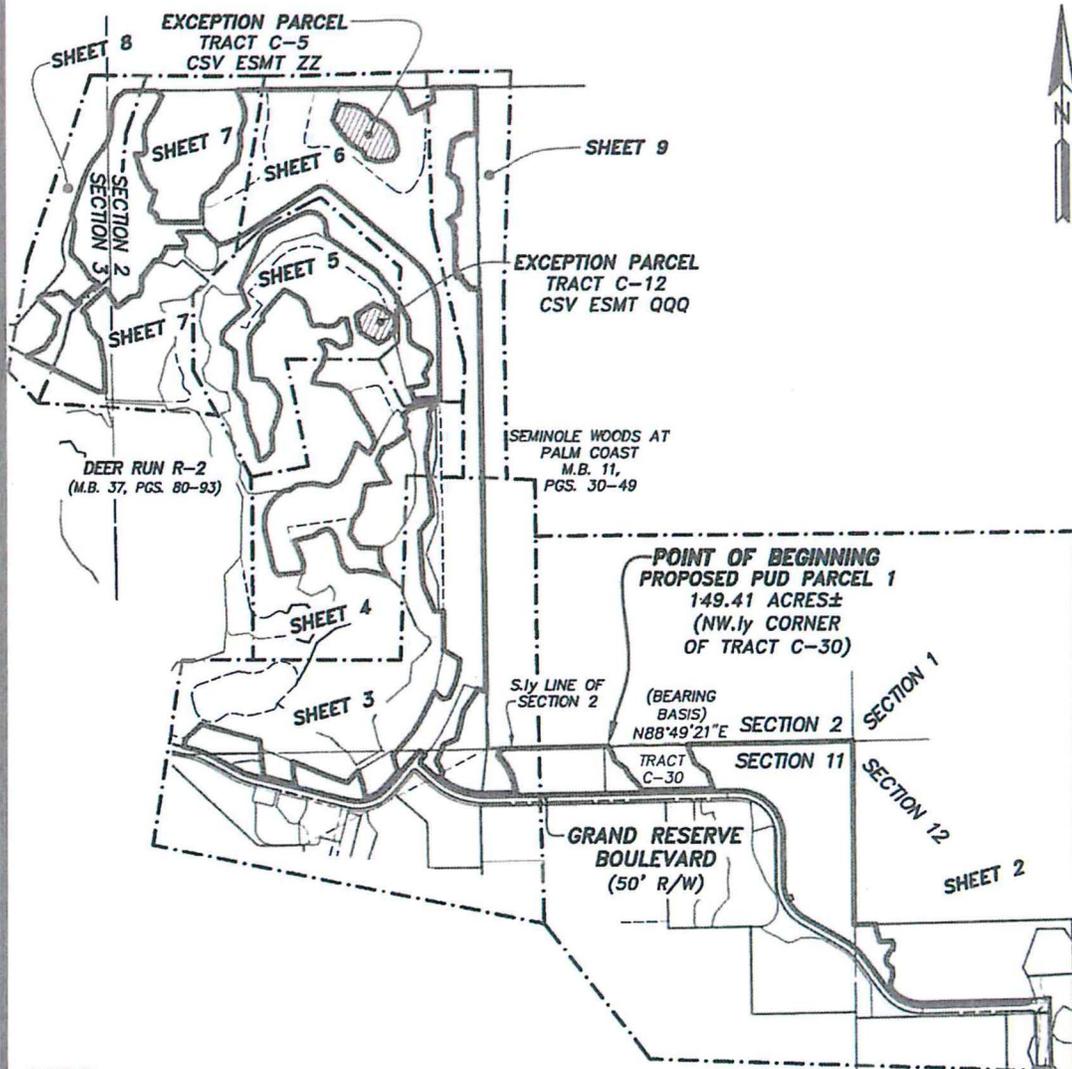
- 1) THIS IS NOT A SURVEY.
- 2) THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE PROPOSED PUD PARCELS WITHIN GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1 AND DEER RUN R-2.

SCALE: 1"=1000'

DATE: JANUARY 11, 2018

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3824

**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF DEER RUN R-2, AS RECORDED IN
MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

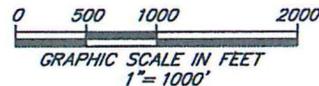


LEGEND:
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
 EXCEPTION PARCEL

SHEET 1 OF 9

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 2 AS BEING AS BEING NORTH 88°49'21" EAST.

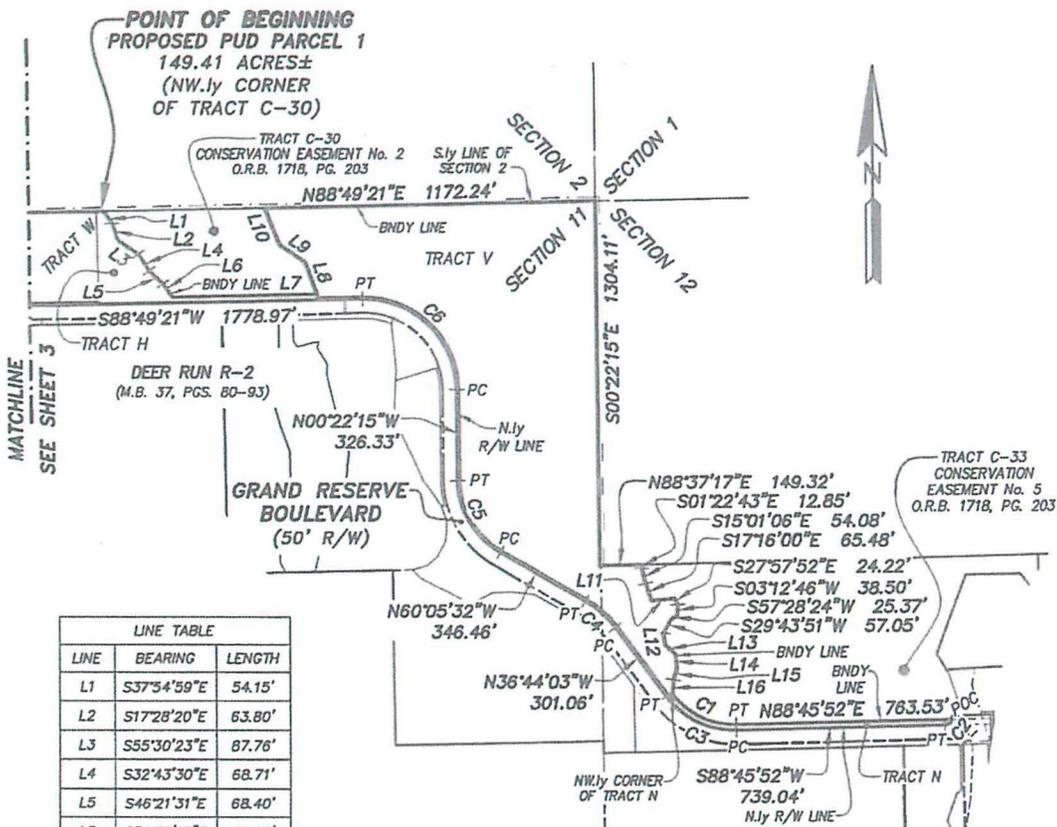


ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS
14775 Old St. Augustine Road, Jacksonville, FL 32258
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Certificate of Authorization No.: LB 3624

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: 1"=1000'
DATE: JANUARY 11, 2018
ANDREW O. KNUPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6511

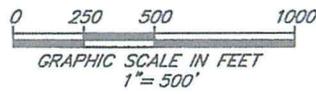
A PORTION OF DEER RUN R-2, AS RECORDED IN
MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LINE	BEARING	LENGTH
L1	S37°54'59"E	54.15'
L2	S17°28'20"E	63.80'
L3	S55°30'23"E	87.76'
L4	S32°43'30"E	68.71'
L5	S46°21'31"E	68.40'
L6	S34°30'15"E	58.60'
L7	N88°49'21"E	508.94'
L8	N20°13'54"W	121.56'
L9	N55°20'06"W	109.39'
L10	N21°28'58"W	141.37'
L11	N84°33'27"E	82.67'
L12	S09°23'14"E	42.36'
L13	S48°30'18"E	48.34'
L14	S05°20'41"E	50.25'
L15	S18°54'12"W	40.44'
L16	S03°27'53"W	53.41'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	280.00'	52°45'59"	257.85'	S64°51'09"E	248.85'
C2	25.00'	78°27'47"	34.24'	S49°31'59"W	31.62'
C3	300.00'	54°30'05"	285.37'	N63°59'05"W	274.73'
C4	350.00'	23°21'29"	142.69'	N48°24'47"W	141.70'
C5	300.00'	59°43'17"	312.70'	N30°13'54"W	298.74'
C6	325.00'	90°48'24"	515.08'	N45°46'27"W	462.84'

- LEGEND:
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - R/W RIGHT OF WAY
 - BNDY BOUNDARY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA



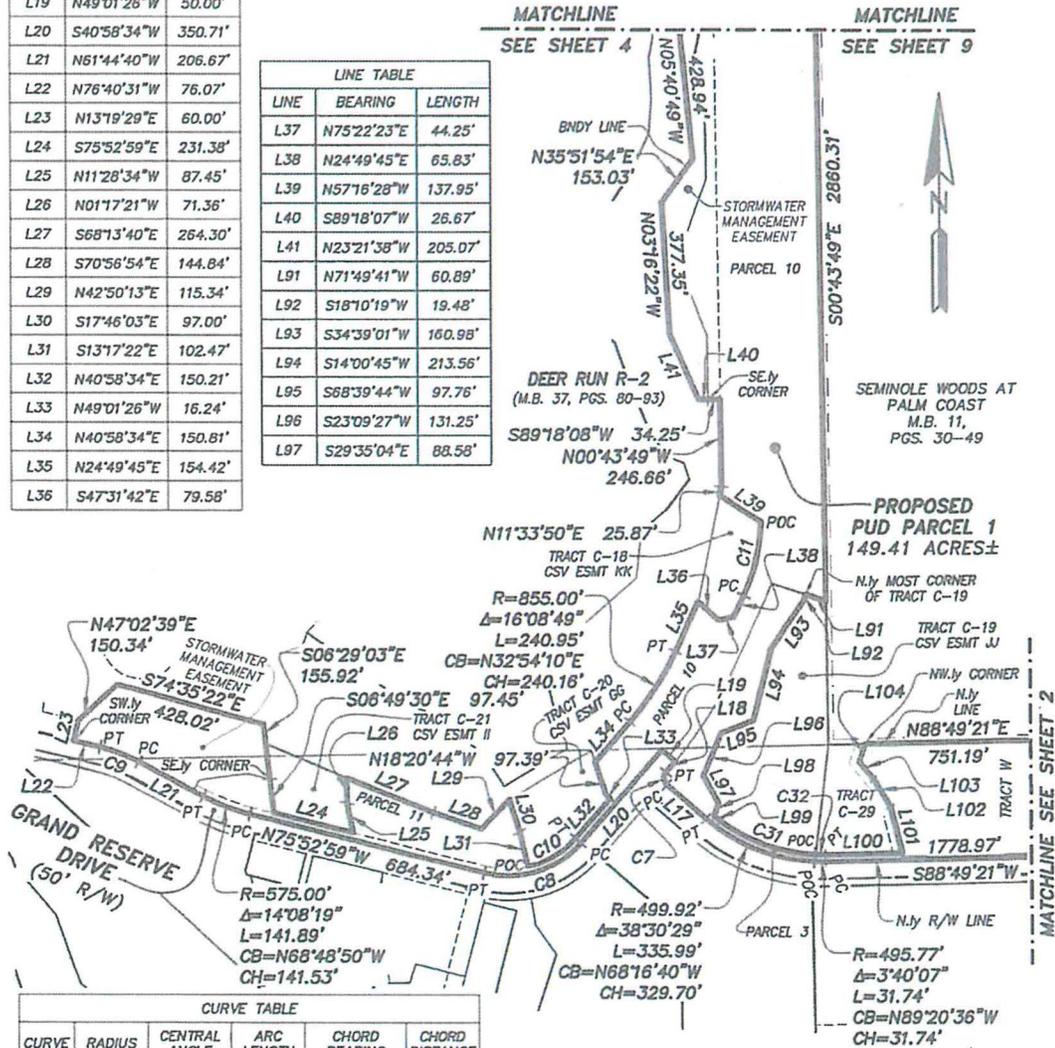
SHEET 2 OF 9
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
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CERTIFICATE OF AUTHORIZATION NO. LB 3624

**A PORTION OF DEER RUN R-2, AS RECORDED IN
MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.**

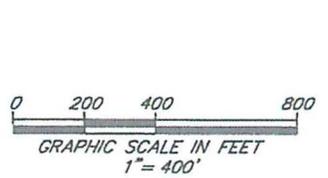
LINE TABLE		
LINE	BEARING	LENGTH
L17	N49°01'26"W	147.97'
L18	N40°58'34"E	40.32'
L19	N49°01'26"W	50.00'
L20	S40°58'34"W	350.71'
L21	N61°44'40"W	206.67'
L22	N76°40'31"W	76.07'
L23	N13°19'29"E	60.00'
L24	S75°52'59"E	231.38'
L25	N11°28'34"W	87.45'
L26	N01°17'21"W	71.36'
L27	S68°13'40"E	264.30'
L28	S70°56'54"E	144.84'
L29	N42°50'13"E	115.34'
L30	S17°46'03"E	97.00'
L31	S13°17'22"E	102.47'
L32	N40°58'34"E	150.21'
L33	N49°01'26"W	16.24'
L34	N40°58'34"E	150.81'
L35	N24°49'45"E	154.42'
L36	S47°31'42"E	79.58'

LINE TABLE		
LINE	BEARING	LENGTH
L37	N75°22'23"E	44.25'
L38	N24°49'45"E	65.83'
L39	N57°16'28"W	137.95'
L40	S89°18'07"W	26.67'
L41	N23°21'38"W	205.07'
L91	N71°49'41"W	60.89'
L92	S18°10'19"W	19.48'
L93	S34°39'01"W	160.98'
L94	S14°00'45"W	213.56'
L95	S88°39'44"W	97.76'
L96	S23°09'27"W	131.25'
L97	S29°35'04"E	88.58'



CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C7	25.00'	90°00'00"	39.27'	N04°01'26"W	35.36'
C8	275.00'	63°08'27"	303.05'	S72°32'48"W	287.95'
C9	450.00'	14°55'51"	117.27'	N69°12'35"W	116.93'
C10	255.00'	38°07'50"	160.80'	N59°02'29"E	158.15'
C11	540.00'	23°16'16"	219.32'	N13°11'37"E	217.82'
C31	479.92'	34°12'55"	286.59'	S70°25'29"E	282.35'
C32	475.77'	3°40'09"	30.47'	S89°20'35"E	30.48'

LINE TABLE		
LINE	BEARING	LENGTH
L98	S18°25'01"W	39.90'
L99	S51°55'08"E	23.42'
L100	N88°49'21"E	219.16'
L101	N14°07'26"W	136.70'
L102	N31°54'03"W	91.60'
L103	N40°03'13"W	63.12'
L104	N18°07'00"E	53.43'



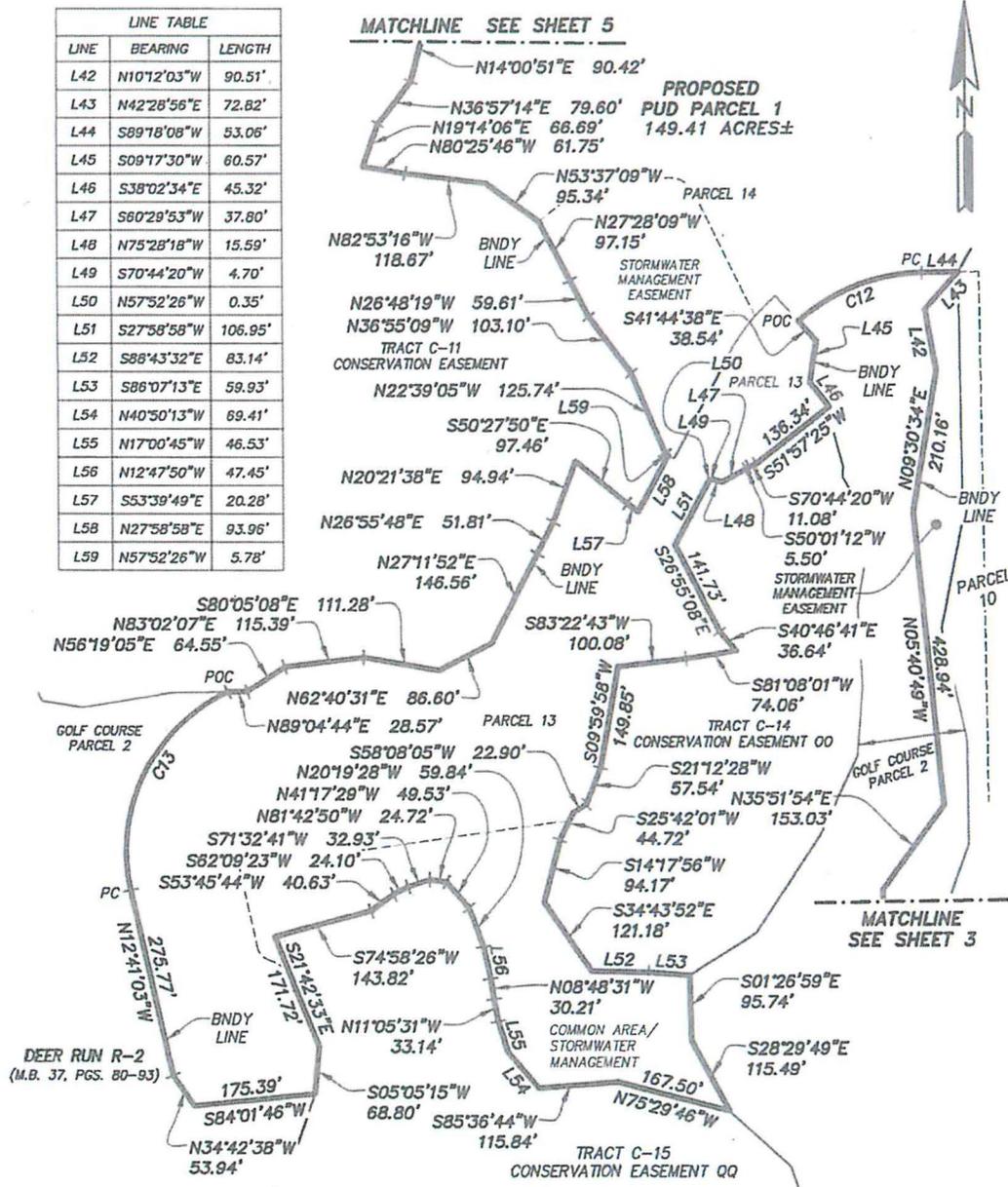
- LEGEND:**
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.G. PAGE
 - CSV CONSERVATION
 - ESMT EASEMENT
 - BNDY BOUNDARY
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA

SHEET 3 OF 9
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
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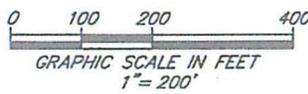
A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LINE TABLE		
LINE	BEARING	LENGTH
L42	N10°12'03"W	90.51'
L43	N42°28'56"E	72.82'
L44	S89°18'08"W	53.06'
L45	S09°17'30"W	60.57'
L46	S38°02'34"E	45.32'
L47	S60°29'53"W	37.80'
L48	N75°28'18"W	15.59'
L49	S70°44'20"W	4.70'
L50	N57°32'26"W	0.35'
L51	S27°38'58"W	106.95'
L52	S88°43'32"E	83.14'
L53	S86°07'13"E	59.93'
L54	N40°50'13"W	69.41'
L55	N17°00'45"W	46.53'
L56	N12°47'50"W	47.45'
L57	S53°39'49"E	20.28'
L58	N27°58'58"E	93.96'
L59	N57°52'26"W	5.78'



- LEGEND:**
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.G. PAGE
 - CSV CONSERVATION EASEMENT
 - ESMT EASEMENT
 - BNDY BOUNDARY
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C12	275.00'	41°02'46"	197.01'	S88°46'45"W	192.82'
C13	280.00'	76°58'21"	349.29'	N25°48'07"E	323.61'



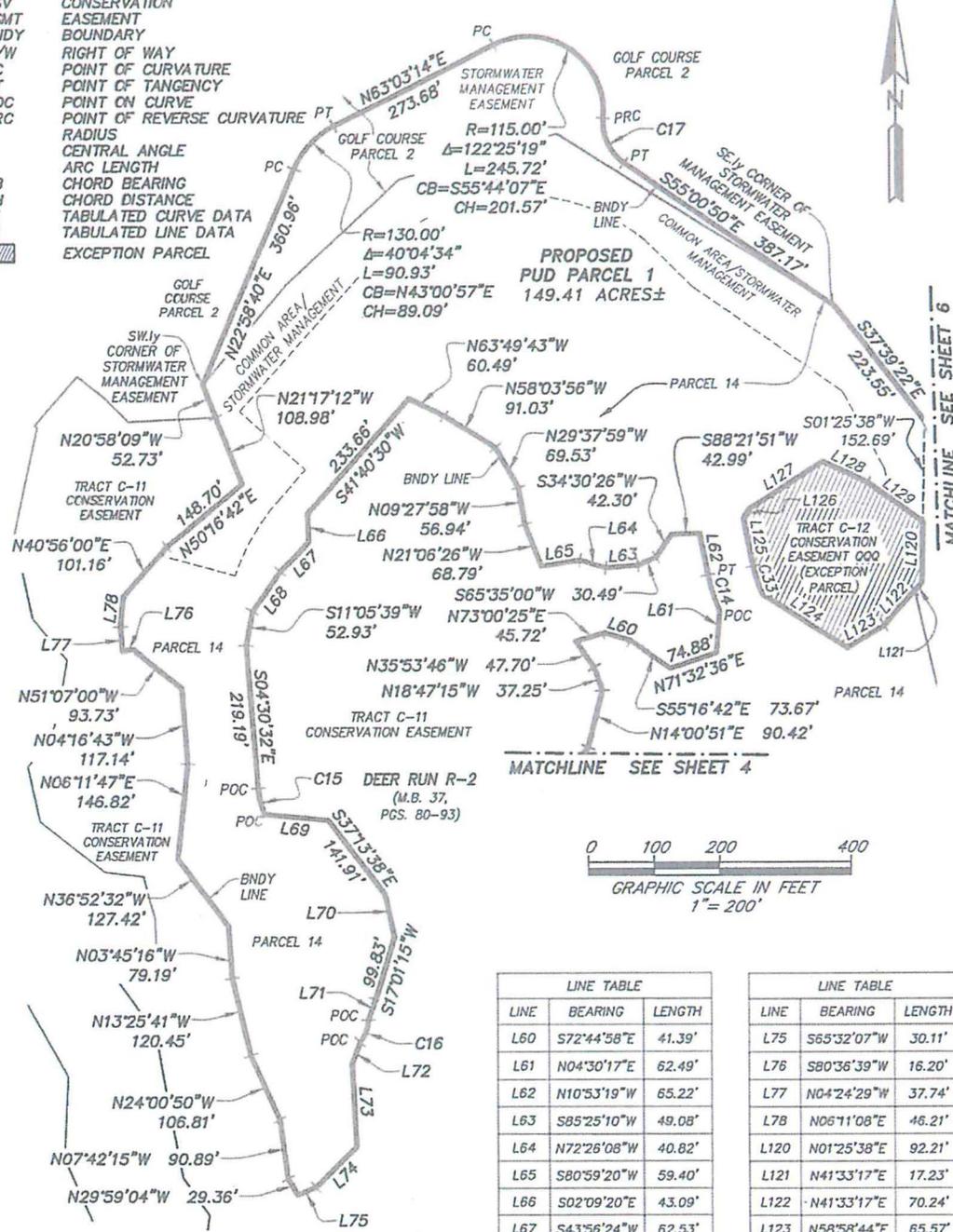
SHEET 4 OF 9

SEE SHEET 1 FOR GENERAL NOTES.

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 CERTIFICATE OF AUTHORIZATION NO. LB 3624

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

- LEGEND:
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - CSV CONSERVATION
 - ESMT EASEMENT
 - BNDY BOUNDARY
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - PRC POINT OF REVERSE CURVATURE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA
 - ▨ EXCEPTION PARCEL



CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C14	260.00'	12°52'43"	58.44'	N17°19'41"W	58.32'
C15	140.00'	16°41'28"	40.78'	S13°10'45"E	40.64'
C16	50.00'	42°11'17"	36.82'	S20°26'57"W	35.99'
C17	75.00'	60°29'23"	79.18'	S24°46'09"E	75.55'
C33	190.00'	14°02'12"	46.55'	S17°54'25"E	46.43'

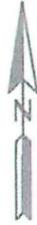
LINE TABLE		
LINE	BEARING	LENGTH
L60	S72°44'58"E	41.39'
L61	N04°30'17"E	62.49'
L62	N10°53'19"W	65.22'
L63	S85°25'10"W	49.08'
L64	N72°26'08"W	40.82'
L65	S80°59'20"W	59.40'
L66	S02°09'20"E	43.09'
L67	S43°56'24"W	62.53'
L68	S34°33'46"W	75.01'
L69	S84°35'58"E	97.24'
L70	S12°34'51"E	66.36'
L71	S20°26'57"W	32.76'
L72	S20°26'57"W	35.32'
L73	S02°59'04"E	125.89'
L74	S45°04'32"W	87.87'

LINE TABLE		
LINE	BEARING	LENGTH
L75	S65°32'07"W	30.11'
L76	S80°36'39"W	16.20'
L77	N04°24'29"W	37.74'
L78	N06°11'08"E	46.21'
L120	N01°25'38"E	92.21'
L121	N41°33'17"E	17.23'
L122	N41°33'17"E	70.24'
L123	N58°58'44"E	65.57'
L124	S57°40'19"E	151.92'
L125	S10°53'19"E	74.80'
L126	S33°33'08"W	16.22'
L127	S57°23'28"W	133.37'
L128	N64°26'48"W	75.27'
L129	N54°19'02"W	103.50'

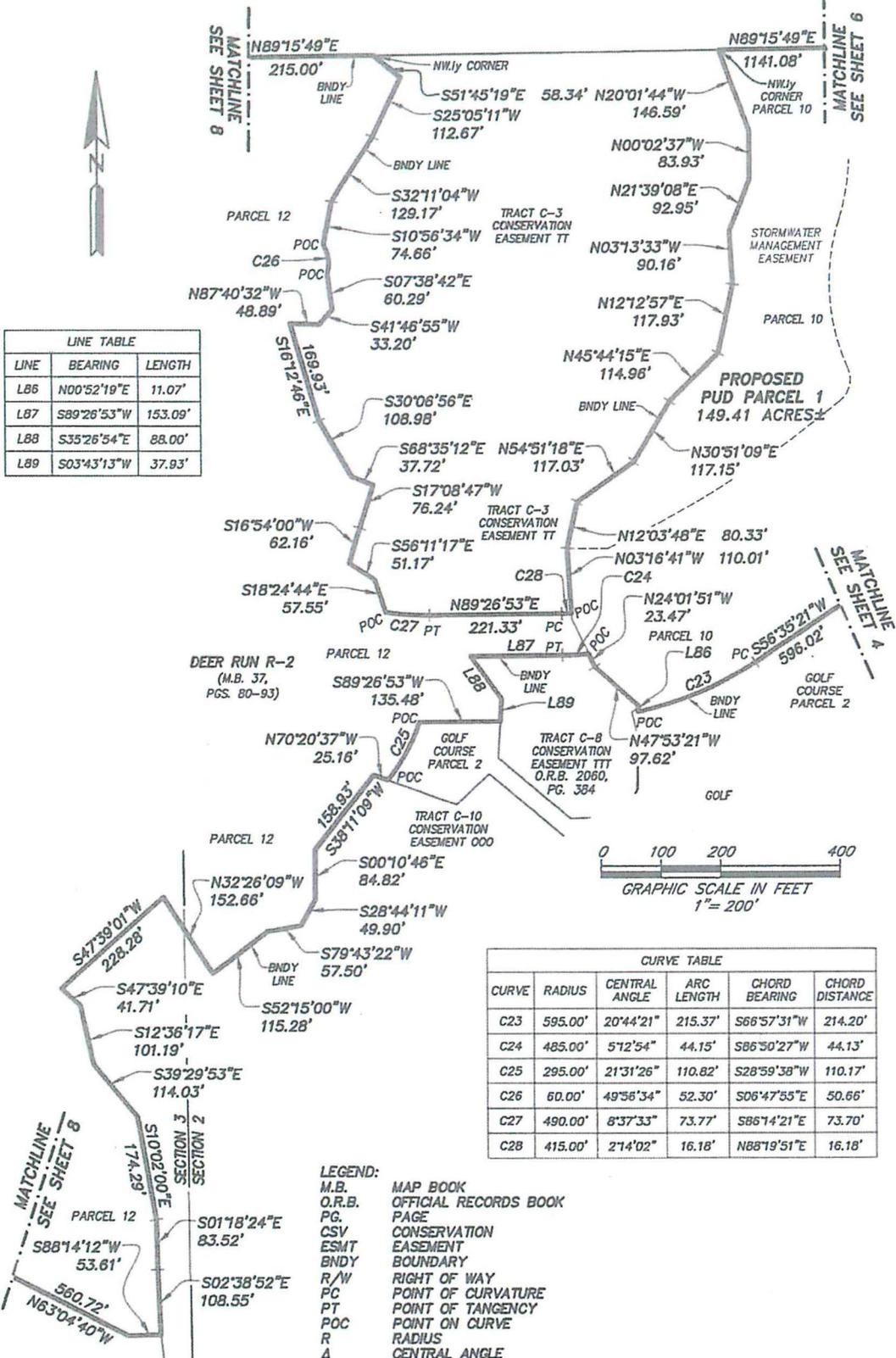
SHEET 5 OF 9
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
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CERTIFICATE OF AUTHORIZATION NO. LB 3624

A PORTION OF DEER RUN R-2, AS RECORDED IN
MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LINE TABLE		
LINE	BEARING	LENGTH
L86	N00°52'19"E	11.07'
L87	S89°26'53"W	153.09'
L88	S35°26'54"E	88.00'
L89	S03°43'13"W	37.83'



0 100 200 400
GRAPHIC SCALE IN FEET
1" = 200'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C23	595.00'	20°44'21"	215.37'	S66°57'31"W	214.20'
C24	485.00'	5°12'54"	44.15'	S86°50'27"W	44.13'
C25	295.00'	21°31'26"	110.82'	S28°59'38"W	110.17'
C26	60.00'	49°56'34"	52.30'	S06°47'55"E	50.66'
C27	490.00'	8°37'33"	73.77'	S86°14'21"E	73.70'
C28	415.00'	2°14'02"	16.18'	N88°19'51"E	16.18'

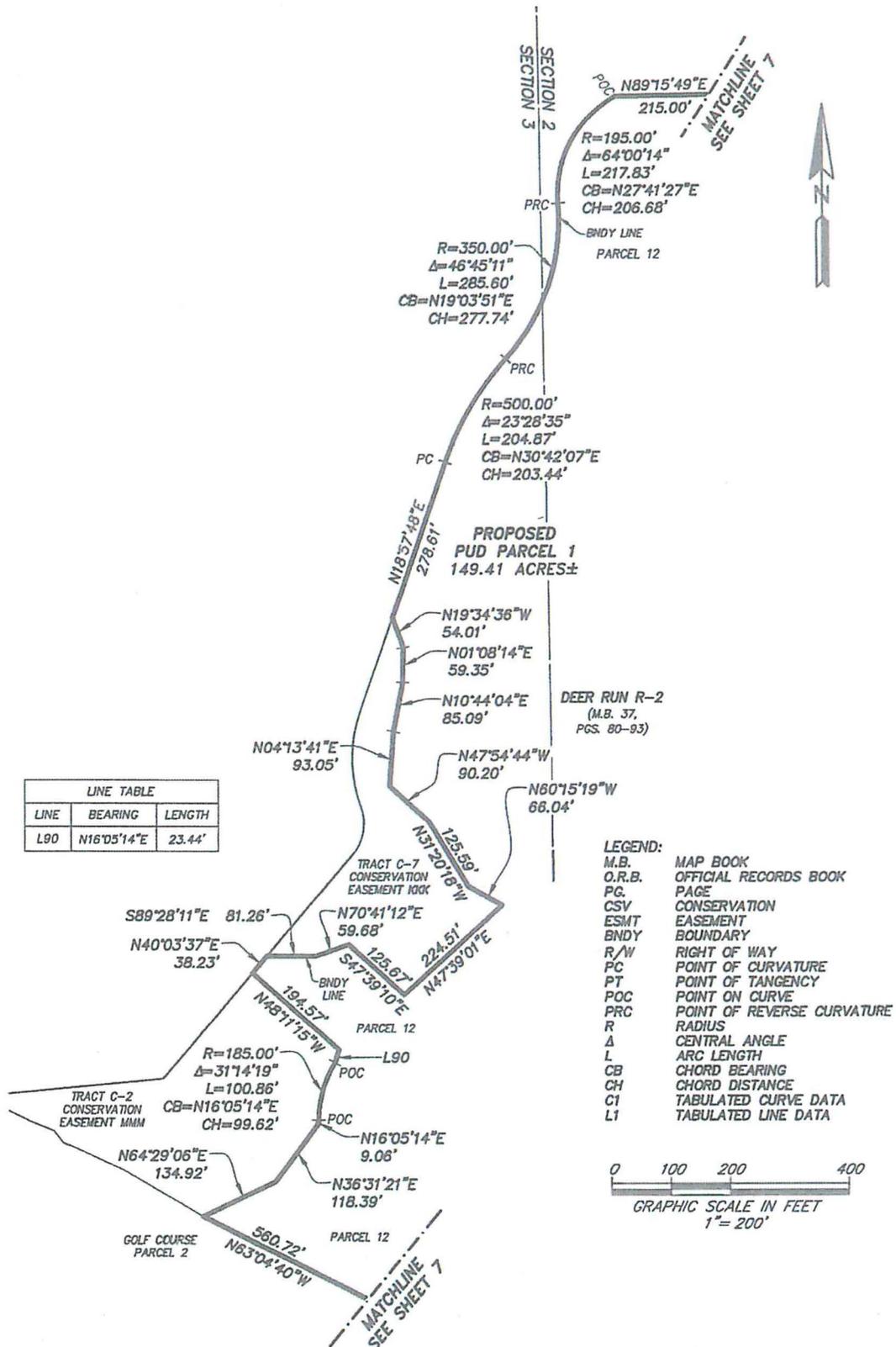
LEGEND:
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
CSV CONSERVATION
ESMT EASEMENT
BDNY BOUNDARY
R/W RIGHT OF WAY
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
CI TABULATED CURVE DATA
LI TABULATED LINE DATA

SHEET 7 OF 9

SEE SHEET 1 FOR GENERAL NOTES.

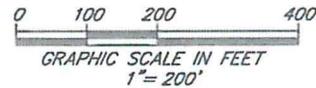
PREPARED BY:
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CERTIFICATE OF AUTHORIZATION NO. LB 3824

A PORTION OF DEER RUN R-2, AS RECORDED IN
 MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
 PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LINE TABLE		
LINE	BEARING	LENGTH
L90	N16°05'14"E	23.44'

- LEGEND:
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.G. PAGE
 - CSV CONSERVATION
 - ESMT EASEMENT
 - BNDY BOUNDARY
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - PRC POINT OF REVERSE CURVATURE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L L
 - CB ARC LENGTH
 - CH CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA

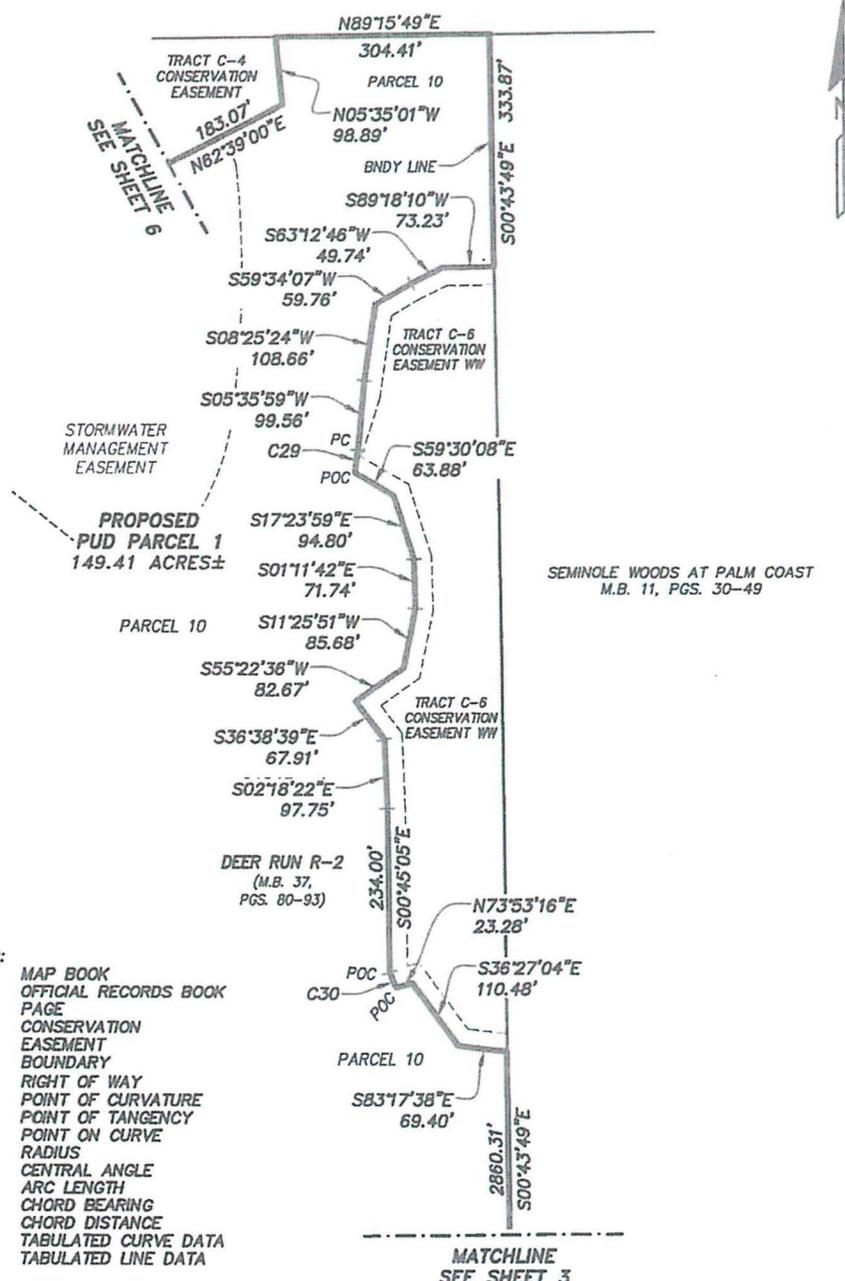


SHEET 8 OF 9

SEE SHEET 1 FOR GENERAL NOTES.

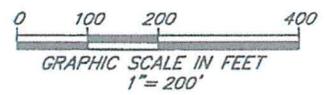
PREPARED BY:
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A PORTION OF DEER RUN R-2, AS RECORDED IN
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PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



- LEGEND:**
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
CSV CONSERVATION
ESMT EASEMENT
BNDY BOUNDARY
R/W RIGHT OF WAY
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
C1 TABULATED CURVE DATA
L1 TABULATED LINE DATA

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C29	360.00'	5°10'56"	32.56'	S08°11'26"W	32.55'
C30	660.00'	2°02'59"	23.61'	S23°12'58"E	23.61'

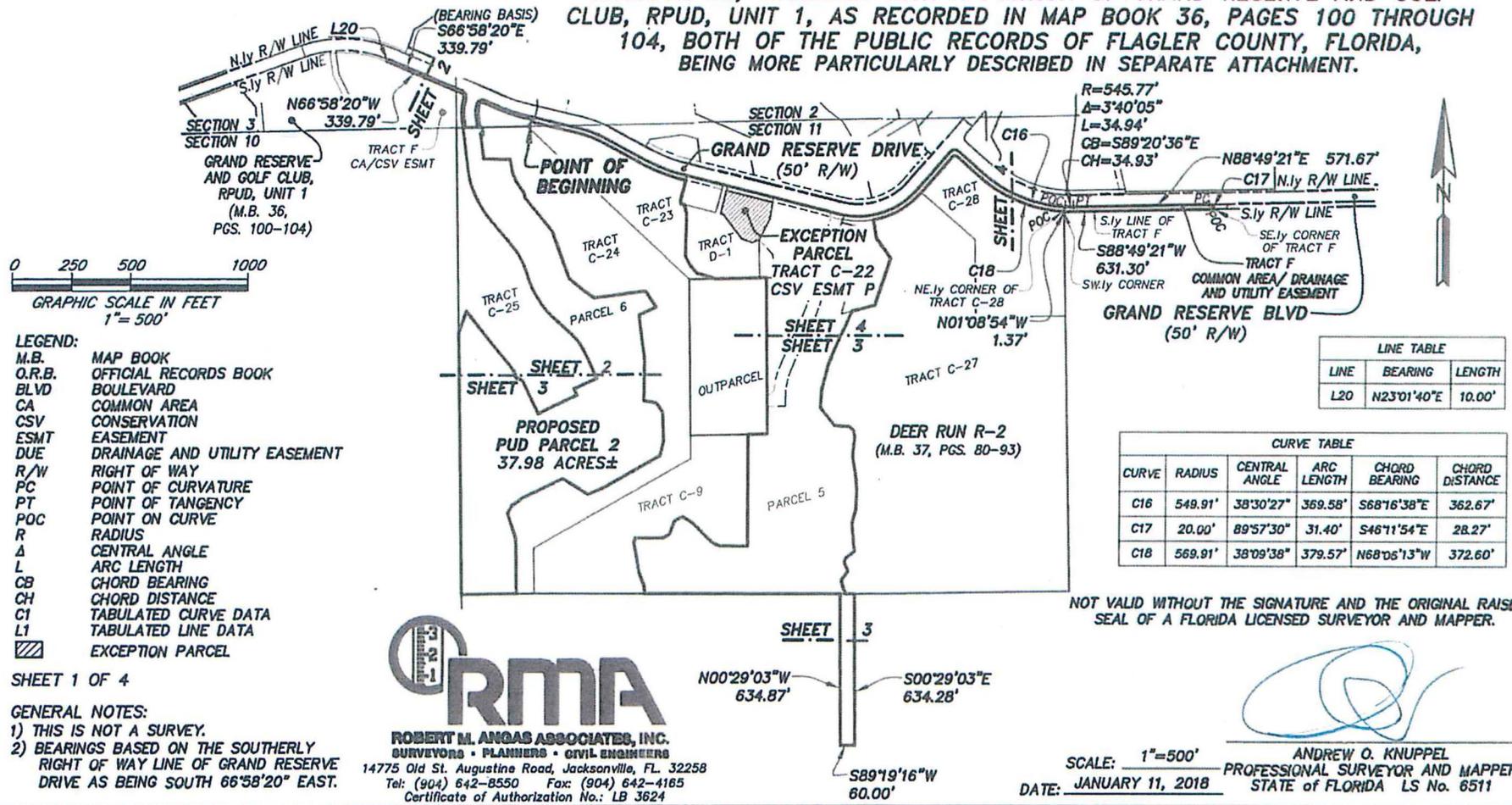


SHEET 9 OF 9
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
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14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32256 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3824

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, TOGETHER WITH A PORTION OF GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1, AS RECORDED IN MAP BOOK 36, PAGES 100 THROUGH 104, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L20	N23°01'40\"E	10.00'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C16	549.91'	38°30'27\"	369.58'	S68°16'38\"E	362.67'
C17	20.00'	89°57'30\"	31.40'	S46°11'54\"E	28.27'
C18	569.91'	38°09'38\"	379.57'	N68°06'13\"W	372.60'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


 ANDREW O. KNUPPEL
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6511

SCALE: 1"=500'
 DATE: JANUARY 11, 2018



ROBERT M. ANGLAS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3624

- LEGEND:**
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - BLVD BOULEVARD
 - CA COMMON AREA
 - CSV CONSERVATION
 - ESMT EASEMENT
 - DUE DRAINAGE AND UTILITY EASEMENT
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA
 -  EXCEPTION PARCEL

SHEET 1 OF 4

- GENERAL NOTES:**
- 1) THIS IS NOT A SURVEY.
 - 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF GRAND RESERVE DRIVE AS BEING SOUTH 66°58'20" EAST.

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, TOGETHER WITH A PORTION OF GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1, AS RECORDED IN MAP BOOK 36, PAGE 100 THROUGH 104, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

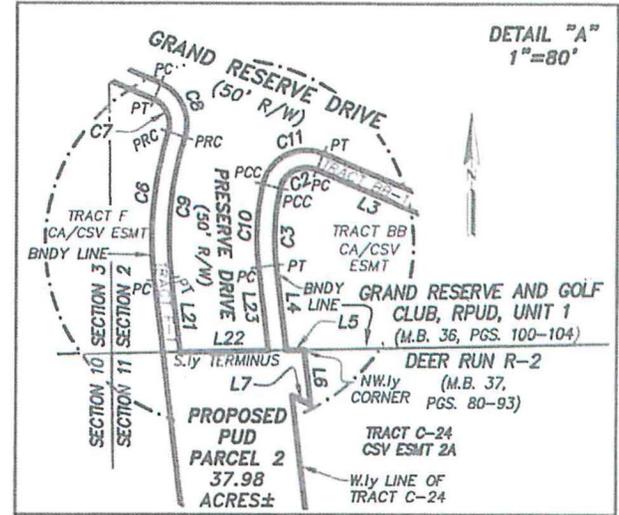
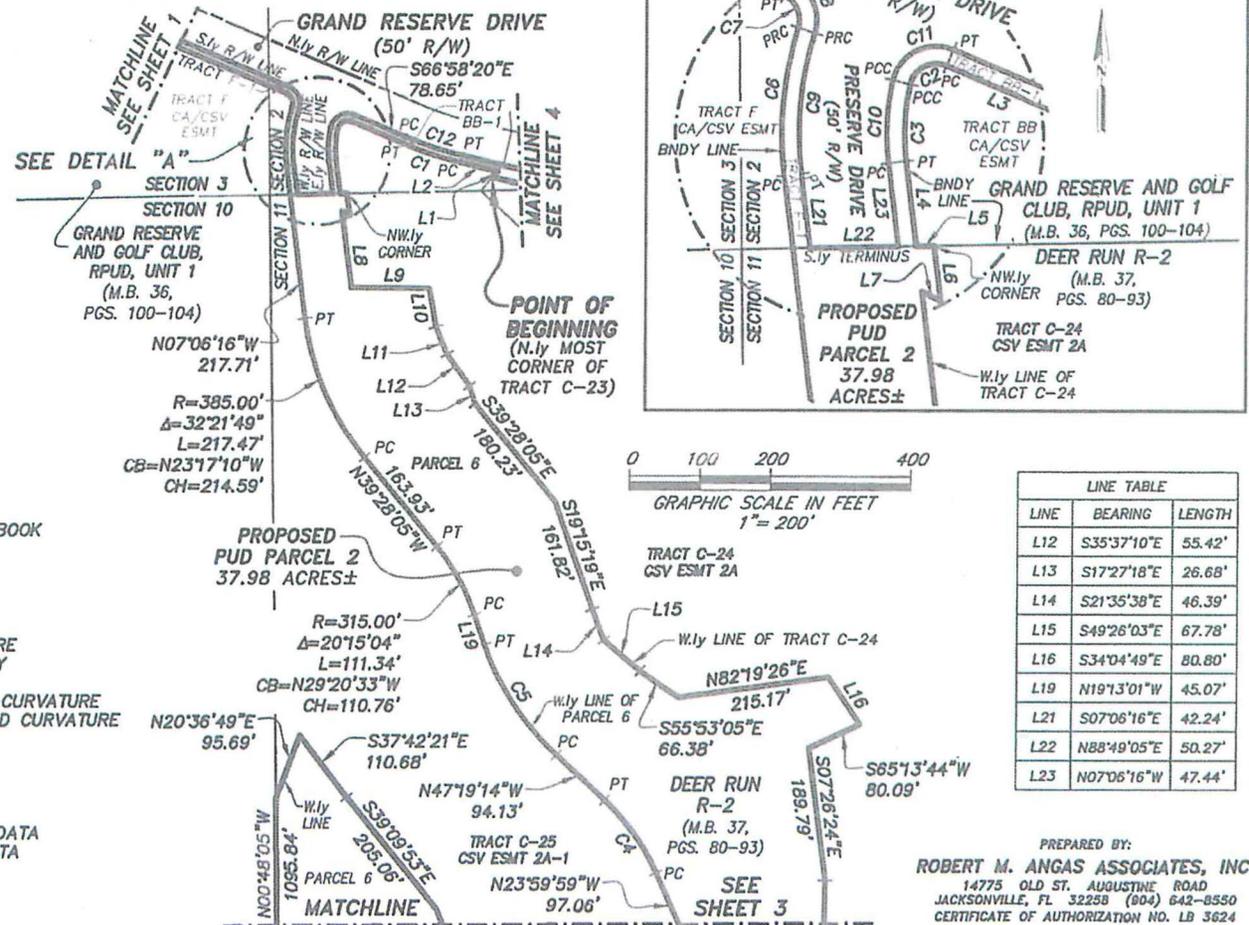
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	510.00'	9°42'11"	86.37'	N71°49'26"W	86.27'
C2	15.00'	100°27'23"	26.30'	S82°47'58"W	23.06'
C3	127.94'	19°40'33"	43.94'	S02°44'00"W	43.72'
C4	315.00'	23°19'15"	128.21'	N35°39'37"W	127.33'
C5	385.00'	28°06'13"	188.84'	N33°16'08"W	186.96'
C6	197.94'	24°36'34"	85.02'	N05°12'01"E	84.37'
C7	15.00'	84°28'38"	22.12'	N24°44'01"W	20.17'
C8	25.00'	84°28'38"	36.86'	S24°44'01"E	33.61'
C9	187.94'	24°36'34"	80.72'	S05°12'01"W	80.10'
C10	137.94'	19°40'33"	47.37'	N02°44'00"E	47.14'
C11	25.00'	100°27'23"	43.83'	N62°47'58"E	38.43'
C12	500.00'	9°42'11"	84.68'	S71°49'26"E	84.57'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°54'04"E	11.28'
L2	N76°40'31"W	55.11'
L3	N66°58'20"W	78.65'
L4	S07°06'16"E	48.47'
L5	N88°49'05"E	10.05'
L6	S07°06'16"E	31.38'
L7	N63°51'42"W	11.96'
L8	S07°06'16"E	108.11'
L9	S89°25'13"E	111.00'
L10	S10°09'49"E	55.13'
L11	S22°40'47"E	41.84'

LEGEND:
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
CA COMMON AREA
BNDRY BOUNDARY
CSV CONSERVATION
ESMT EASEMENT
R/W RIGHT OF WAY
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
PRC POINT OF REVERSE CURVATURE
PCC POINT OF COMPOUND CURVATURE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
C1 TABULATED CURVE DATA
L1 TABULATED LINE DATA

SHEET 2 OF 4

SEE SHEET 1 FOR GENERAL NOTES.



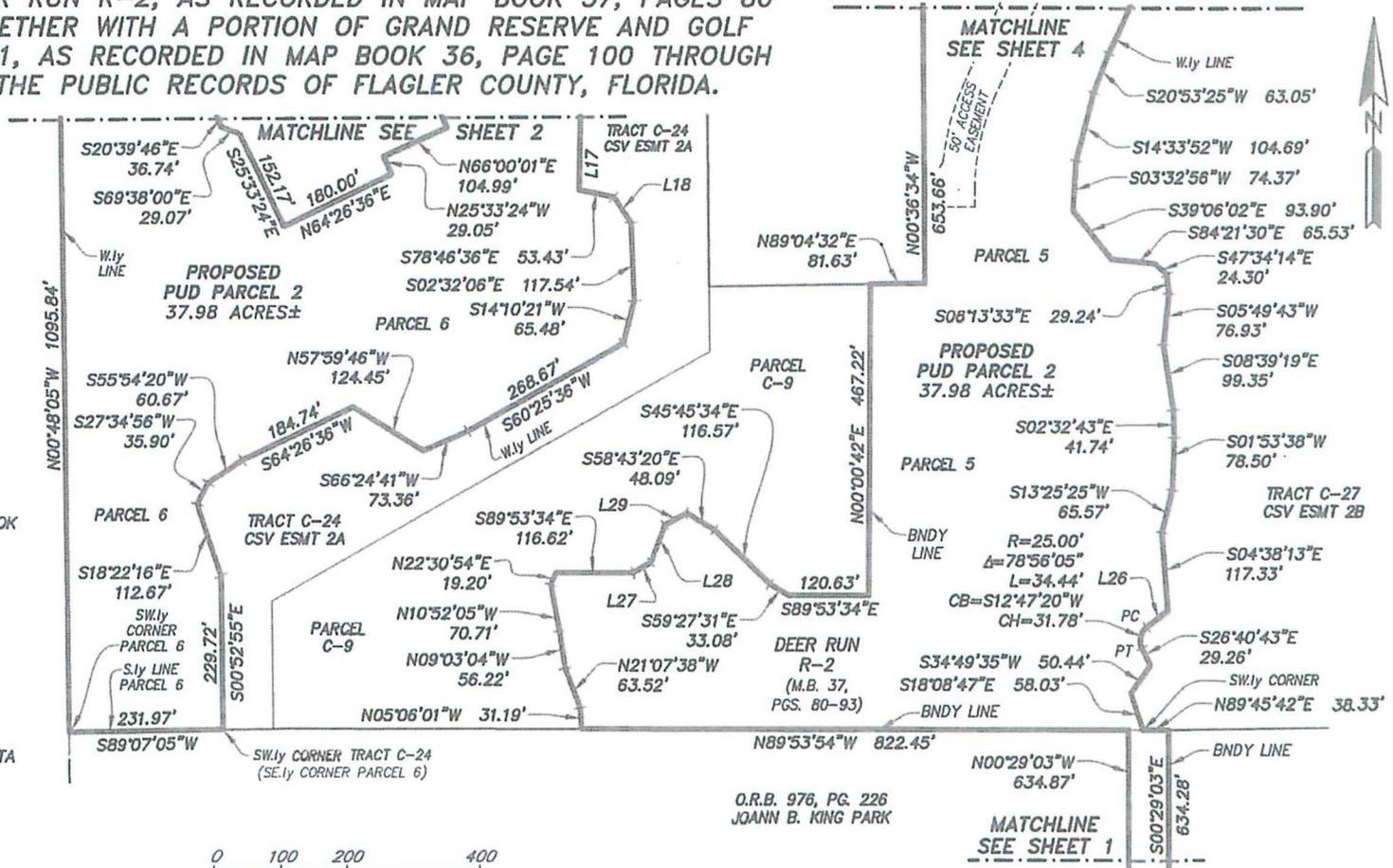
LINE TABLE		
LINE	BEARING	LENGTH
L12	S35°37'10"E	55.42'
L13	S17°27'18"E	26.68'
L14	S21°35'38"E	46.39'
L15	S49°26'03"E	67.78'
L16	S34°04'49"E	80.80'
L19	N19°13'01"W	45.07'
L21	S07°06'16"E	42.24'
L22	N88°49'05"E	50.27'
L23	N07°06'16"W	47.44'

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, TOGETHER WITH A PORTION OF GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1, AS RECORDED IN MAP BOOK 36, PAGE 100 THROUGH 104, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

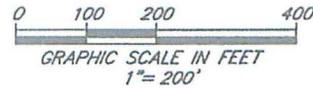
LINE TABLE		
LINE	BEARING	LENGTH
L17	S00°59'35"W	169.96'
L18	S34°39'36"E	46.76'
L26	S52°15'22"W	39.97'
L27	N59°46'20"E	31.51'
L28	N20°27'32"E	59.59'
L29	N61°32'00"E	37.66'

LEGEND:
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
BNDY BOUNDARY
CSV CONSERVATION
ESMT EASEMENT
R/W RIGHT OF WAY
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
C1 TABULATED CURVE DATA
L1 TABULATED LINE DATA



SHEET 3 OF 4

SEE SHEET 1 FOR GENERAL NOTES.

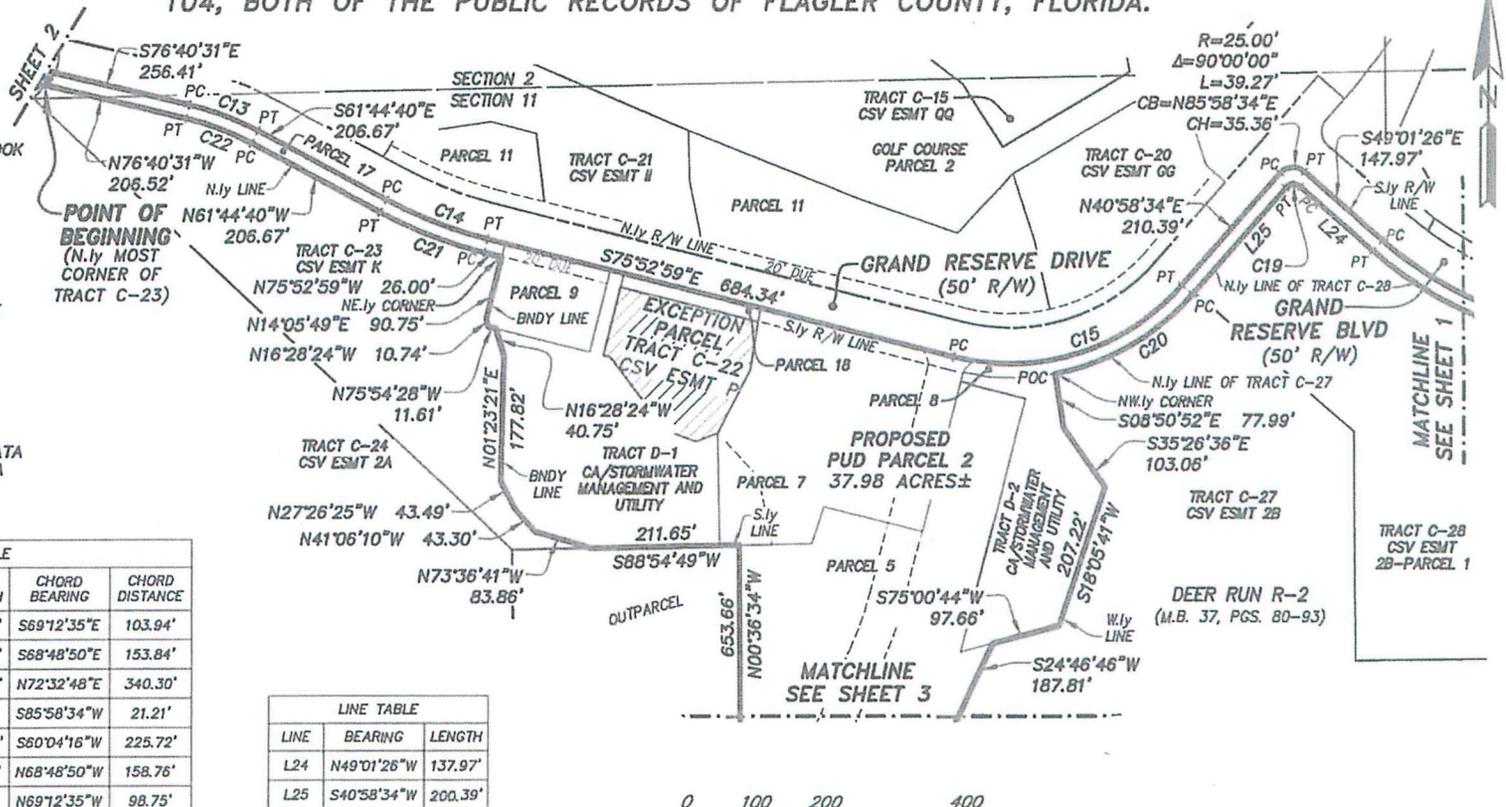


O.R.B. 976, PG. 226
JOANN B. KING PARK

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32256 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3824

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, TOGETHER WITH A PORTION OF GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1, AS RECORDED IN MAP BOOK 36, PAGE 100 THROUGH 104, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

- LEGEND:**
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - CA COMMON AREA
 - BLVD BOULEVARD
 - BNDY BOUNDARY
 - CSV CONSERVATION
 - ESMT EASEMENT
 - DUE DRAINAGE AND UTILITY EASEMENT
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA
 - [Hatched Box] EXCEPTION PARCEL



CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C13	400.00'	14°55'51"	104.24'	S69°12'35"E	103.94'
C14	625.00'	14°08'19"	154.23'	S68°48'50"E	153.84'
C15	325.00'	63°08'26"	358.15'	N72°32'48"E	340.30'
C19	15.00'	90°00'00"	23.56'	S85°58'34"W	21.21'
C20	345.00'	38°11'23"	229.96'	S60°04'16"W	225.72'
C21	645.00'	14°08'19"	159.16'	N68°48'50"W	158.76'
C22	380.00'	14°55'51"	99.03'	N69°12'35"W	98.75'

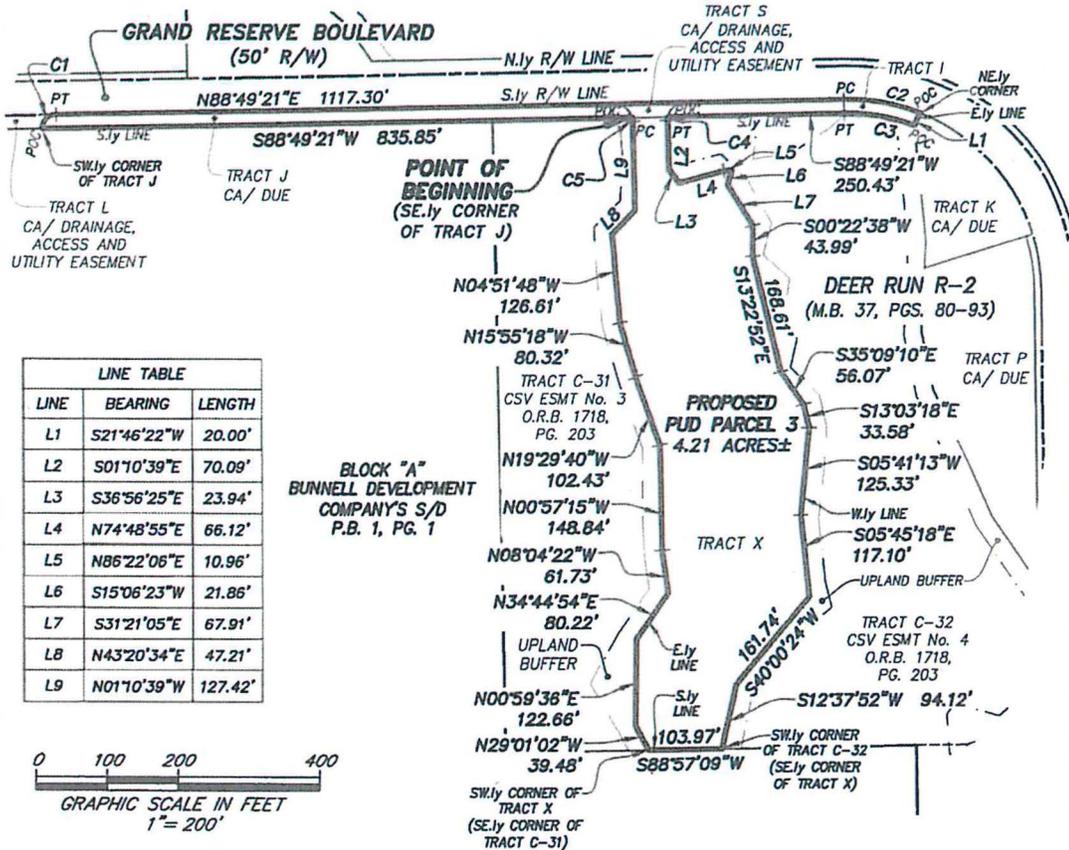
LINE TABLE		
LINE	BEARING	LENGTH
L24	N49°01'26"W	137.97'
L25	S40°58'34"W	200.39'



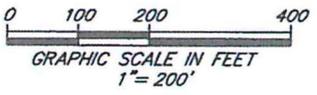
SHEET 4 OF 4
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

**SKETCH TO ACCOMPANY DESCRIPTION OF
ALL OF TRACTS I, J, S AND X, AS DEPICTED ON DEER RUN R-2,
RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°46'22"W	20.00'
L2	S01°10'39"E	70.09'
L3	S36°56'25"E	23.94'
L4	N74°48'55"E	66.12'
L5	N86°22'06"E	10.96'
L6	S15°06'23"W	21.86'
L7	S31°21'05"E	67.91'
L8	N43°20'34"E	47.21'
L9	N01°10'39"W	127.42'



- LEGEND:**
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - CA COMMON AREA
 - CSV CONSERVATION
 - DUE DRAINAGE AND UTILITY EASEMENT
 - ESMT EASEMENT
 - S/D SUBDIVISION
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	20.00'	89°57'30"	31.40'	N43°50'36"E	28.27'
C2	275.00'	22°57'01"	110.15'	S79°42'08"E	109.42'
C3	255.00'	22°57'01"	102.14'	N79°42'08"W	101.46'
C4	25.00'	11°32'13"	5.03'	S04°35'28"W	5.03'
C5	25.00'	11°34'15"	5.05'	N06°57'47"W	5.04'

GENERAL NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF GRAND RESERVE BOULEVARD AS BEING NORTH 88°49'21" EAST.

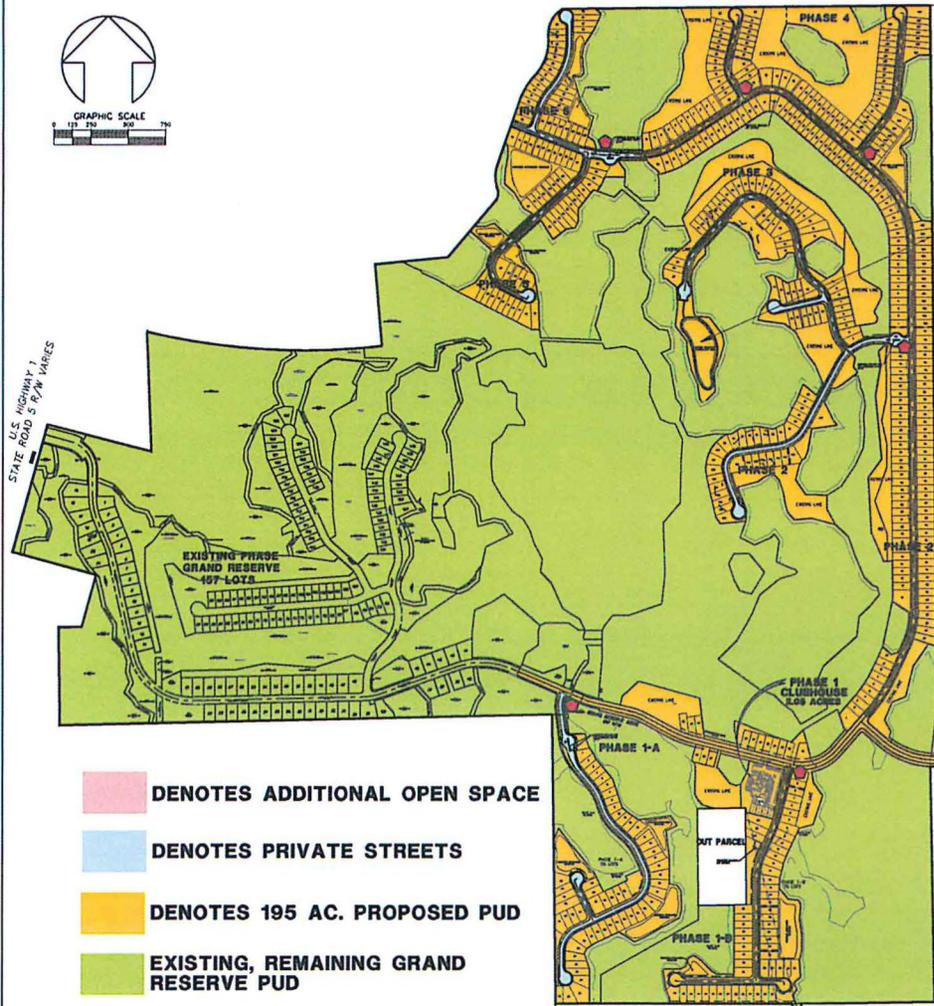
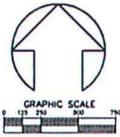


ROBERT M. ANGAS ASSOCIATES, INC.
 SURVEYORS • PLANNERS • CIVIL ENGINEERS
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4165
 Certificate of Authorization No.: LB 3624

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

[Signature]
 ANDREW O. KNUPPEL
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6511

SCALE: 1"=200'
 DATE: JANUARY 11, 2018



Proposed Modification

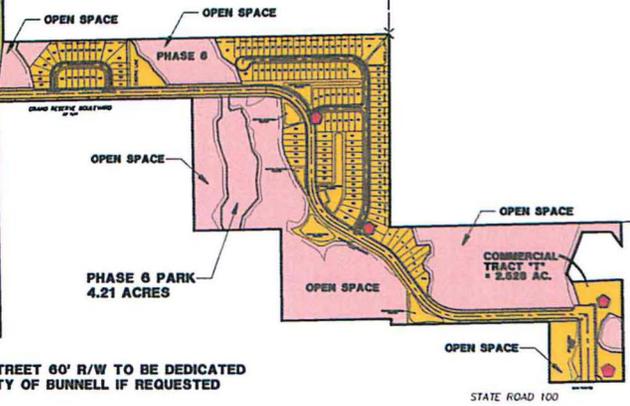
EXHIBIT "B"

TOTAL OVERALL PUD ACREAGE = 194.665 ACRES

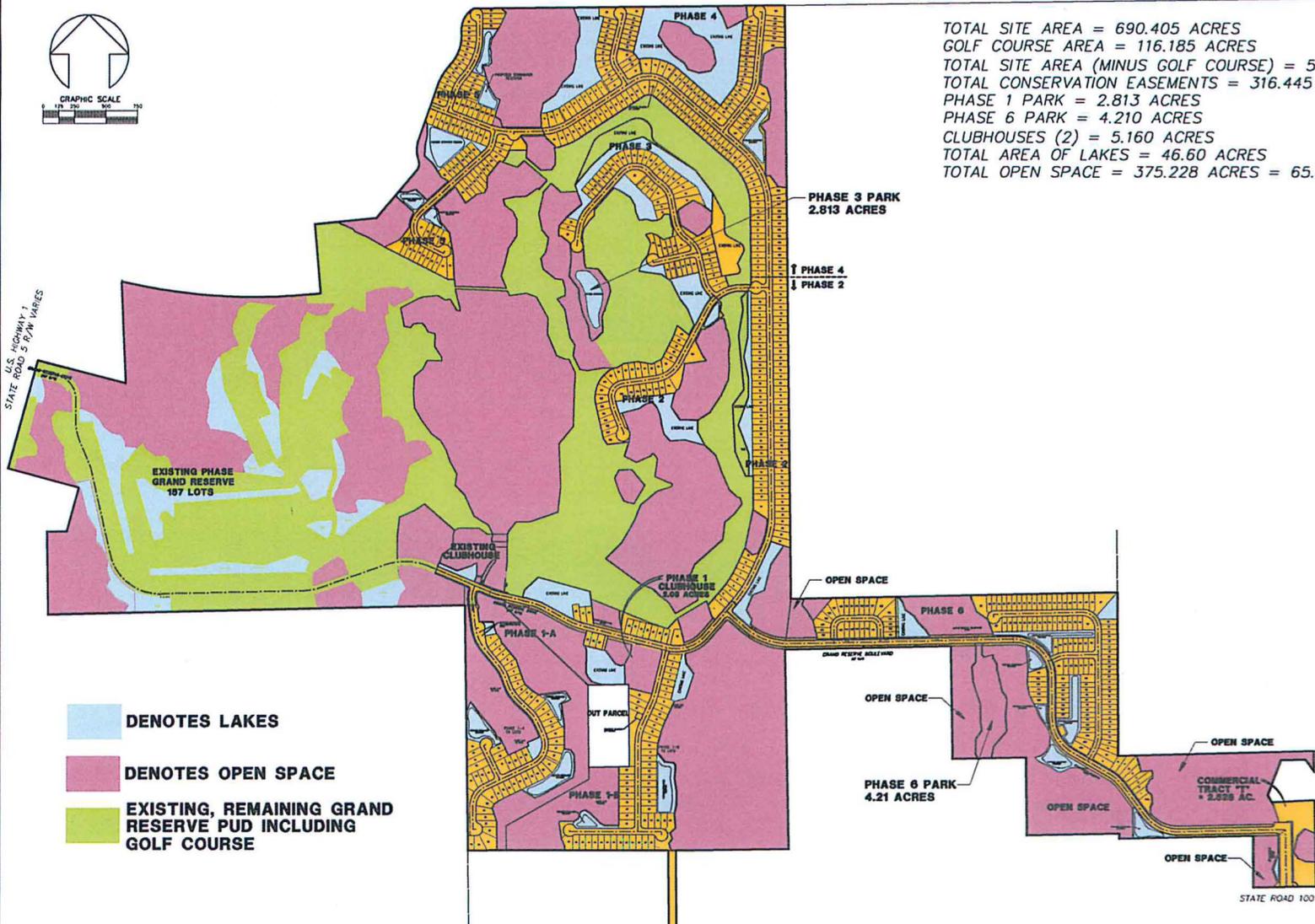
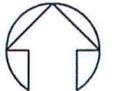
LOT TOTALS BY PHASE	MINIMUM LOT SIZE
PHASE 1	125 LOTS
PHASE 2	117 LOTS
PHASE 3	57 LOTS
PHASE 4	135 LOTS
PHASE 5	106 LOTS
PHASE 6	146 LOTS
TOTAL =	686 LOTS

TOTAL AREA EXIST. & PROPOSED PUD = 690.405 ACRES
 AREA MINUS EXISTING GOLF COURSE = 574.22 ACRES
 TOTAL OPEN SPACE = 375.23 ACRES = 65.35%

- DENOTES ADDITIONAL OPEN SPACE
- DENOTES PRIVATE STREETS
- DENOTES 195 AC. PROPOSED PUD
- EXISTING, REMAINING GRAND RESERVE PUD
- MONUMENT SIGN



PARKER WYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1125 WOOD ROSS AVENUE HOLLY HILL, FLORIDA 32118 (386)777-8881 FAX (386)777-2114 E-mail: info@parkerwy.com OFFICE OF ARCHITECTURAL MODELING SERVICES	
EXHIBIT "B" MASTER DEVELOPMENT PLAN GRAND RESERVE BUNNELL • FLORIDA CITY OF BUNNELL'S PLANNING DEPARTMENT 1000 N. STATE ST. SUITE 100 BUNNELL, FLORIDA 32118	



TOTAL SITE AREA = 690.405 ACRES
 GOLF COURSE AREA = 116.185 ACRES
 TOTAL SITE AREA (MINUS GOLF COURSE) = 574.220 ACRES
 TOTAL CONSERVATION EASEMENTS = 316.445 ACRES
 PHASE 1 PARK = 2.813 ACRES
 PHASE 6 PARK = 4.210 ACRES
 CLUBHOUSES (2) = 5.160 ACRES
 TOTAL AREA OF LAKES = 46.60 ACRES
 TOTAL OPEN SPACE = 375.228 ACRES = 65.35%

- DENOTES LAKES
- DENOTES OPEN SPACE
- EXISTING, REMAINING GRAND RESERVE PUD INCLUDING GOLF COURSE

EXHIBIT "C"

PROPOSED PUD & OPEN SPACE EXHIBIT

DATE: 11/11/13		SHEET NO. 1	
PARKER MYNCHENBERG & ASSOCIATES, INC.			
PROFESSIONAL ENGINEERS & LANDSCAPE ARCHITECTS			
1729 PROSEWOOD AVENUE - HOLLY HILL, FLORIDA 32117			
CERTIFICATE OF AUTHORIZATION NUMBER: 0000000			
PROPOSED PUD & OPEN SPACE EXHIBIT			
GRAND RESERVE			
SCALE: AS SHOWN	DATE: 11/11/13	DESIGNED BY: PMA	CHECKED BY: PMA
DATE: 11/11/13	DATE: 11/11/13	DATE: 11/11/13	DATE: 11/11/13

Document prepared by:
Wade C. Vose, Esq.
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789

Return recorded document to:
City of Bunnell
201 W. Moody Boulevard
Bunnell, FL. 32110

FIRST AMENDMENT TO
GRAND RESERVE
PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT

THIS AGREEMENT (“Amendment”) is made and entered into by and between the CITY OF BUNNELL, FLORIDA, a Florida municipal corporation located in Flagler County, Florida, and D.R. HORTON, INC. – JACKSONVILLE, a Delaware Corporation, and Deer Run CDD, the record title property owners (“Owner”) and (“Developer”), (collectively, the “Parties”), who hereby agree and covenant, and bind their heirs, successors, and assigns, as set forth herein.

WITNESSETH:

WHEREAS, the Parties are parties to that certain “Grand Reserve Planned Unit Development (PUD) Agreement” recorded at Official Records Book 2283, Page 75, Public Records of Flagler County, Florida (the “PUD Agreement”); and

WHEREAS, pursuant to Section 13 of the PUD Agreement and the procedures set forth therein, the Parties may mutually agree to amend the PUD Agreement; and

WHEREAS, the Parties find that it is appropriate to amend the PUD Agreement as set forth herein; and

WHEREAS, for the purposes of this Amendment, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text and ~~strike through~~ shall constitute deletions to the original text.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. Exhibits B and C to the PUD Agreement are hereby replaced by Exhibits B and C to this Amendment, which exhibits are attached hereto and incorporated herein. Section 2 of the PUD Agreement is hereby amended to read as follows:

2. EXHIBITS

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the

Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description, survey, date certified, March 22, 2017, prepared by Robert Mangus Associates Inc.,

Exhibit B: Master Development Plan (MDP) Plan, rev. date November 8, 2022 ~~April 18, 2018~~, prepared by England-Thims & Miller, Inc. ~~Parker Mynchenberg & Associates,~~

Exhibit C: Proposed PUD and Open Space Exhibit, rev. date November 8, 2022 ~~May 1, 2018~~, prepared by England-Thims & Miller, Inc. ~~Parker Mynchenberg & Associates,~~

2. Section 5 of the PUD Agreement is hereby amended to read as follows:

5. PERMITTED USES

The following uses are permitted within the Property, subject to compliance with the Use-Specific Standards set forth in the City's LDC:

- A. Residential: ~~690~~ ~~686~~ Single Family Lots: Minimum 40 x 100, 4,000 sq. ft., Minimum Individual Building Size 1,200 sq. ft. Living Space
- B. Commercial: Tract T = 2.528 Acres Commercial Tract: All Uses Permitted in B-1 Business District per LDC

3. All the terms and conditions of the PUD Agreement that are not specifically amended or revised by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

THE CITY OF BUNNELL, FLORIDA, a Florida municipal corporation

Witness 1

By: _____
Catherine Robinson, Mayor

Print Name of Witness 1

Witness 2

Attest:

Print Name of Witness 2

By: _____
Kristen Bates, CMC, City Clerk

Date: _____

Approved as to legal form:

By: _____
Vose Law Firm LLP, City Attorney

Signed, sealed and delivered in the presence of: **D.R. HORTON, INC. – JACKSONVILLE**

Witness 1

By: _____

Print Name of Witness 1

Name: _____

Title: _____

Date: _____

Witness 2

[Corporate Seal]

Print Name of Witness 2

Signed, sealed and delivered in the presence of: **DEER RUN CDD**

Witness 1

By: _____

Print Name of Witness 1

Name: _____

Title: _____

Date: _____

Witness 2

[Corporate Seal]

Print Name of Witness 2



ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS
SINCE 1924

www.rmangas.com
tel 904-642-8550 • fax 904-642-4165
14775 Old St. Augustine Road • Jacksonville, Florida 32258

Exhibit "A"

January 11, 2018
Page 1 of 19

Work Order No. 17-236.00
File No. 124D-01.00H

Grand Reserve Village PUD

A portion of Grand Reserve and Golf Club, RPUD, Unit 1, as recorded in Map Book 36, pages 100 through 104, together with a portion of Deer Run R-2, as recorded in Map Book 37, pages 80 through 93, both of the Public Records of Flagler County, Florida, being more particularly described as follows:

Tract AA-1, as depicted on the Grand Reserve and Golf Club, RPUD, Unit 1, a plat recorded in Map Book 36, pages 100 through 104, of the Public Records of Flagler County, Florida.

Together With:

Tracts C, M and F, as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93, of the Public Records of Flagler County, Florida.

Also Together With the following described parcels:

PUD Parcel 1:

A portion of Deer Run R-2, as recorded in Map Book 37, pages 80 through 93, of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northwesterly corner of Tract C-30 as depicted on said Deer Run R-2; thence Southerly, along the boundary line of said Tract C-30, the following 7 courses: Course 1, thence South 37°54'59" East, 54.15 feet; Course 2, thence South 17°28'20" East, 63.80 feet; Course 3, thence South 55°30'23" East, 87.76 feet; Course 4, thence South 32°43'30" East, 68.71 feet; Course 5, thence South 46°21'31" East, 68.40 feet; Course 6, thence South 34°30'15" East, 58.60 feet; Course 7, thence North 88°49'21" East, 508.94 feet to a point lying on the boundary line of Tract V as depicted on said Deer Run R-2; thence along the boundary line of said Tract V the following 19 courses: Course 1, thence North 20°13'54" West, departing said boundary line of Tract H, 121.56 feet; Course 2, thence North 55°20'06" West, 109.39 feet; Course 3, thence North 21°28'58" West, 141.37 feet; Course 4, thence North 88°49'21" East, 1172.24 feet; Course 5, thence South 00°22'15" East, 1304.11 feet; Course 6, thence North 88°37'17" East, 149.32 feet; Course 7, thence South 01°22'43" East, 12.85 feet; Course 8, thence South 15°01'06" East, 54.08 feet; Course 9, thence South 17°16'00" East, 65.48 feet; Course 10,

Grand Reserve Village PUD (continued)**PUD Parcel 1 (continued):**

thence North $84^{\circ}33'27''$ East, 82.67 feet; Course 11, thence South $27^{\circ}57'52''$ East, 24.22 feet; Course 12, thence South $03^{\circ}12'46''$ West, 38.50 feet; Course 13, thence South $57^{\circ}28'24''$ West, 25.37 feet; Course 14, thence South $29^{\circ}43'51''$ West, 57.05 feet; Course 15, thence South $09^{\circ}23'14''$ East, 42.36 feet; Course 16, thence South $48^{\circ}30'18''$ East, 48.34 feet; Course 17, thence South $05^{\circ}20'41''$ East, 50.25 feet; Course 18, thence South $18^{\circ}54'12''$ West, 40.44 feet; Course 19, thence South $03^{\circ}27'53''$ West, 53.41 feet to the Northwestern corner of Tract N as depicted on said Deer Run R-2; thence along the boundary line of said Tract N the following 3 courses: Course 1, thence Southeasterly, departing said boundary line of Tract V and along the arc of a curve concave Northeasterly having a radius of 280.00 feet, through a central angle of $52^{\circ}45'59''$, an arc length of 257.86 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $64^{\circ}51'09''$ East, 248.85 feet; Course 2, thence North $88^{\circ}45'52''$ East, 763.53 feet to a point on a curve concave Northwesterly having a radius of 25.00 feet; Course 3, thence Southwesterly along the arc of said curve, through a central angle of $78^{\circ}27'47''$, an arc length of 34.24 feet to a point lying on the Northerly right of way line of Grand Reserve Boulevard, a 50 foot right of way as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of South $49^{\circ}31'59''$ West, 31.62 feet; thence Westerly, along said Northerly right of way line, the following 12 courses: Course 1, thence South $88^{\circ}45'52''$ West, 739.04 feet to the point of curvature of a curve concave Northeasterly having a radius of 300.00 feet; Course 2, thence Northwesterly along the arc of said curve, through a central angle of $54^{\circ}30'05''$, an arc length of 285.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $63^{\circ}59'05''$ West, 274.73 feet; Course 3, thence North $36^{\circ}44'03''$ West, 301.06 feet to the point of curvature of a curve concave Southwesterly having a radius of 350.00 feet; Course 4, thence Northwesterly along the arc of said curve, through a central angle of $23^{\circ}21'29''$, an arc length of 142.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $48^{\circ}24'47''$ West, 141.70 feet; Course 5, thence North $60^{\circ}05'32''$ West, 346.46 feet to the point of curvature of a curve concave Northeasterly having a radius of 300.00 feet; Course 6, thence Northwesterly along the arc of said curve, through a central angle of $59^{\circ}43'17''$, an arc length of 312.70 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $30^{\circ}13'54''$ West, 298.74 feet; Course 7, thence North $00^{\circ}22'15''$ West, 326.33 feet to the point of curvature of a curve concave Southwesterly having a radius of 325.00 feet; Course 8, thence Northwesterly along the arc of said curve, through a central angle of $90^{\circ}48'24''$, an arc length of 515.08 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $45^{\circ}46'27''$ West, 462.84 feet; Course 9, thence South $88^{\circ}49'21''$ West, 1778.97 feet to the point of curvature of a curve concave Northerly having a radius of 495.77 feet; Course 10, thence Westerly along the arc of said curve, through a central angle of $03^{\circ}40'07''$, an arc length of 31.74 feet to a

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

point on said curve, said arc being subtended by a chord bearing and distance of North 89°20'36" West, 31.74 feet; Course 11, thence Westerly along the arc of a curve concave Northerly having a radius of 499.92 feet, through a central angle of 38°30'29", an arc length of 335.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 68°16'40" West, 329.70 feet; Course 12, thence North 49°01'26" West, 147.97 feet to a point lying on the Southerly right of way line of Grand Reserve Drive, a 50 foot right of way as depicted on said Deer Run R-2; thence Northerly and Westerly, along said Southerly right of way line and along the Northerly right of way line of said Grand Reserve Boulevard, the following 10 courses: Course 1, thence Easterly, departing said Northerly right of way line of Grand Reserve Boulevard and along the arc of a curve concave Northerly having a radius of 25.00 feet, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 04°01'26" West, 35.36 feet; Course 2, thence North 40°58'34" East, 40.32 feet; Course 3, thence North 49°01'26" West, 50.00 feet; Course 4, thence South 40°58'34" West, 350.71 feet to the point of curvature of a curve concave Northerly having a radius of 275.00 feet; Course 5, thence Westerly along the arc of said curve, through a central angle of 63°08'27", an arc length of 303.05 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 72°32'48" West, 287.95 feet; Course 6, thence North 75°52'59" West, 684.34 feet to the point of curvature of a curve concave Northerly having a radius of 575.00 feet; Course 7, thence Westerly along the arc of said curve, through a central angle of 14°08'19", an arc length of 141.89 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 68°48'50" West, 141.53 feet; Course 8, thence North 61°44'40" West, 206.67 feet to the point of curvature of a curve concave Southerly having a radius of 450.00 feet; Course 9, thence Westerly along the arc of said curve, through a central angle of 14°55'51", an arc length of 117.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 69°12'35" West, 116.93 feet; Course 10, thence North 76°40'31" West, 76.07 feet to the Southwesterly corner of that certain Stormwater Management Easement as depicted on said Deer Run R-2; thence along the boundary line of said Stormwater Management Easement the following 4 courses: Course 1, thence North 13°19'29" East, departing said Northerly right of way line, 60.00 feet; Course 2, thence North 47°02'39" East, 150.34 feet; Course 3, thence South 74°35'22" East, 428.02 feet; Course 4, thence South 06°29'03" East, 155.92 feet to the Southwesterly corner thereof, said corner lying on the boundary line of Tract C-21 as depicted on said Deer Run R-2; thence South 06°49'30" East, along said boundary line of Tract C-21, a distance of 97.45 feet to the Southwesterly corner thereof; thence South 75°52'59" East, continuing along said boundary line, 231.38 feet to the Southeasterly corner thereof, said corner also being the Southwesterly corner of Parcel 11 as depicted on said Deer Run R-2; thence along the boundary line of said Parcel

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

11 the following 9 courses: Course 1, thence North $11^{\circ}28'34''$ West, 87.45 feet; Course 2, thence North $01^{\circ}17'21''$ West, 71.36 feet; Course 3, thence South $68^{\circ}13'40''$ East, 264.30 feet; Course 4, thence South $70^{\circ}56'54''$ East, 144.84 feet; Course 5, thence North $42^{\circ}50'13''$ East, 115.34 feet; Course 6, thence South $17^{\circ}46'03''$ East, 97.00 feet; Course 7, thence South $13^{\circ}17'22''$ East, 102.47 feet to a point on a curve concave Northwesterly having a radius of 255.00 feet; Course 8, thence Northeasterly along the arc of said curve, through a central angle of $36^{\circ}07'50''$, an arc length of 160.80 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $59^{\circ}02'29''$ East, 158.15 feet; Course 9, thence North $40^{\circ}58'34''$ East, 150.21 feet to a point lying on the boundary line of Parcel 10 as depicted on said Deer Run R-2; thence along said boundary line of Parcel 10 the following 13 courses: Course 1, thence North $49^{\circ}01'26''$ West, departing said boundary line of Parcel 11, a distance of 16.24 feet; Course 2, thence North $18^{\circ}20'44''$ West, 97.39 feet; Course 3, thence North $40^{\circ}58'34''$ East, 150.81 feet to the point of curvature of a curve concave Northwesterly having a radius of 855.00 feet; Course 4, thence Northeasterly along the arc of said curve, through a central angle of $16^{\circ}08'49''$, an arc length of 240.95 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $32^{\circ}54'10''$ East, 240.16 feet; Course 5, thence North $24^{\circ}49'45''$ East, 154.42 feet; Course 6, thence South $47^{\circ}31'42''$ East, 79.58 feet; Course 7, thence North $75^{\circ}22'23''$ East, 44.25 feet; Course 8, thence North $24^{\circ}49'45''$ East, 65.83 feet to the point of curvature of a curve concave Westerly having a radius of 540.00 feet; Course 9, thence Northerly along the arc of said curve, through a central angle of $23^{\circ}16'16''$, an arc length of 219.32 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $13^{\circ}11'37''$ East, 217.82 feet; Course 10, thence North $57^{\circ}16'28''$ West, 137.95 feet; Course 11, thence North $11^{\circ}33'50''$ East, 25.87 feet; Course 12, thence North $00^{\circ}43'49''$ West, 246.66 feet; Course 13, thence South $89^{\circ}18'08''$ West, 34.25 feet to the Southeasterly corner of that certain Stormwater Management Easement as depicted on said Deer Run R-2; thence Northerly, along the boundary line of said Stormwater Management Easement, the following 8 courses: Course 1, thence South $89^{\circ}18'07''$ West, departing said boundary line of Parcel 10, a distance of 26.67 feet; Course 2, thence North $23^{\circ}21'38''$ West, 205.07 feet; Course 3, thence North $03^{\circ}16'22''$ West, 377.35 feet; Course 4, thence North $35^{\circ}51'54''$ East, 153.03 feet; Course 5, thence North $05^{\circ}40'49''$ West, 428.94 feet; Course 6, thence North $09^{\circ}30'34''$ East, 210.16 feet; Course 7, thence North $10^{\circ}12'03''$ West, 90.51 feet; Course 8, thence North $42^{\circ}28'56''$ East, 72.82 feet to a point lying on the boundary line of Golf Course Parcel 2 as depicted on said Deer Run R-2; thence South $89^{\circ}18'08''$ West, departing said boundary line of Stormwater Management Easement and along said boundary line of Golf Course Parcel 2, a distance of 53.06 feet to the point of curvature of a curve concave Southerly having a radius of 275.00 feet; thence Westerly, continuing along said boundary line of Golf Course Parcel 2 and along the arc of said curve, through a central angle of $41^{\circ}02'46''$,

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

an arc length of 197.01 feet to a point lying on the boundary line of Parcel 13 as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of South 68°46'45" West, 192.82 feet; thence along said boundary line of Parcel 13 the following 56 courses: Course 1, thence South 41°44'38" East, 38.54 feet; Course 2, thence South 09°17'30" West, 60.57 feet; Course 3, thence South 38°02'34" East, 45.32 feet; Course 4, thence South 51°57'25" West, 136.34 feet; Course 5, thence South 70°44'20" West, 11.08 feet; Course 6, thence South 50°01'12" West, 5.50 feet; Course 7, thence South 60°29'53" West, 37.80 feet; Course 8, thence North 75°28'18" West, 15.59 feet; Course 9, thence South 70°44'20" West, 4.70 feet; Course 10, thence North 57°52'26" West, 0.35 feet; Course 11, thence South 27°58'58" West, 106.95 feet; Course 12, thence South 26°55'08" East, 141.73 feet; Course 13, thence South 40°46'41" East, 36.64 feet; Course 14, thence South 81°08'01" West, 74.06 feet; Course 15, thence South 83°22'43" West, 100.08 feet; Course 16, thence South 09°59'58" West, 149.85 feet; Course 17, thence South 21°12'28" West, 57.54 feet; Course 18, thence South 58°08'05" West, 22.90 feet; Course 19, thence South 25°42'01" West, 44.72 feet; Course 20, thence South 14°17'56" West, 94.17 feet; Course 21, thence South 34°43'52" East, 121.18 feet; Course 22, thence South 88°43'32" East, 83.14 feet; Course 23, thence South 86°07'13" East, 59.93 feet; Course 24, thence South 01°26'59" East, 95.74 feet; Course 25, thence South 28°29'49" East, 115.49 feet; Course 26, thence North 75°29'46" West, 167.50 feet; Course 27, thence South 85°36'44" West, 115.84 feet; Course 28, thence North 40°50'13" West, 69.41 feet; Course 29, thence North 17°00'45" West, 46.53 feet; Course 30, thence North 11°05'31" West, 33.14 feet; Course 31, thence North 08°48'31" West, 30.21 feet; Course 32, thence North 12°47'50" West, 47.45 feet; Course 33, thence North 20°19'28" West, 59.84 feet; Course 34, thence North 41°17'29" West, 49.53 feet; Course 35, thence North 81°42'50" West, 24.72 feet; Course 36, thence South 71°32'41" West, 32.93 feet; Course 37, thence South 62°09'23" West, 24.10 feet; Course 38, thence South 53°45'44" West, 40.63 feet; Course 39, thence South 74°58'26" West, 143.82 feet; Course 40, thence South 21°42'33" East, 171.72 feet; Course 41, thence South 05°05'15" West, 68.80 feet; Course 42, thence South 84°01'46" West, 175.39 feet; Course 43, thence North 34°42'38" West, 53.94 feet; Course 44, thence North 12°41'03" West, 275.77 feet to the point of curvature of a curve concave Southeasterly having a radius of 260.00 feet; Course 45, thence Northeasterly along the arc of said curve, through a central angle of 76°58'21", an arc length of 349.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 25°48'07" East, 323.61 feet; Course 46, thence North 89°04'44" East, 28.57 feet; Course 47, thence North 56°19'05" East, 64.55 feet; Course 48, thence North 83°02'07" East, 115.39 feet; Course 49, thence South 80°05'08" East, 111.28 feet; Course 50, thence North 62°40'31" East, 86.60 feet; Course 51, thence North 27°11'52" East, 146.56 feet; Course 52, thence North 26°55'48" East, 51.81 feet; Course 53, thence North 20°21'38" East, 94.94 feet; Course 54, thence South 50°27'50" East, 97.46 feet; Course 55, thence South 53°39'49"

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

East, 20.28 feet; Course 56, thence North 27°58'58" East, 93.96 feet to a point lying on the boundary line of Parcel 14 as depicted on said Deer Run R-2; thence along said boundary line of Parcel 14 the following 64 courses; Course 1, thence North 57°52'26" West, departing said boundary line of Parcel 13, a distance of 5.78 feet; Course 2, thence North 22°39'05" West, 125.74 feet; Course 3, thence North 36°55'09" West, 103.10 feet; Course 4, thence North 26°48'19" West, 59.61 feet; Course 5, thence North 27°28'09" West, 97.15 feet; Course 6, thence North 53°37'09" West, 95.34 feet; Course 7, thence North 82°53'16" West, 118.67 feet; Course 8, thence North 80°25'46" West, 61.75 feet; Course 9, thence North 19°14'06" East, 66.69 feet; Course 10, thence North 36°57'14" East, 79.60 feet; Course 11, thence North 14°00'51" East, 90.42 feet; Course 12, thence North 18°47'15" West, 37.25 feet; Course 13, thence North 35°53'46" West, 47.70 feet; Course 14, thence North 73°00'25" East, 45.72 feet; Course 15, thence South 72°44'58" East, 41.39 feet; Course 16, thence South 55°16'42" East, 73.67 feet; Course 17, thence North 71°32'36" East, 74.88 feet; Course 18, thence North 04°30'17" East, 62.49 feet to a point on a curve concave Easterly having a radius of 260.00 feet; Course 19, thence Northerly along the arc of said curve, through a central angle of 12°52'43", an arc length of 58.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°19'41" West, 58.32 feet; Course 20, thence North 10°53'19" West, 65.22 feet; Course 21, thence South 88°21'51" West, 42.99 feet; Course 22, thence South 34°30'26" West, 42.30 feet; Course 23, thence South 65°35'00" West, 30.49 feet; Course 24, thence South 85°25'10" West, 49.08 feet; Course 25, thence North 72°26'08" West, 40.82 feet; Course 26, thence South 80°59'20" West, 59.40 feet; Course 27, thence North 21°06'26" West, 68.79 feet; Course 28, thence North 09°27'58" West, 56.94 feet; Course 29, thence North 29°37'59" West, 69.53 feet; Course 30, thence North 58°03'56" West, 91.03 feet; Course 31, thence North 63°49'43" West, 60.49 feet; Course 32, thence South 41°40'30" West, 233.66 feet; Course 33, thence South 02°09'20" East, 43.09 feet; Course 34, thence South 43°56'24" West, 62.53 feet; Course 35, thence South 34°33'46" West, 75.01 feet; Course 36, thence South 11°05'39" West, 52.93 feet; Course 37, thence South 04°30'32" East, 219.19 feet to a point on a curve concave Easterly having a radius of 140.00 feet; Course 38, thence Southerly along the arc of said curve, through a central angle of 16°41'28", an arc length of 40.78 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 13°10'45" East, 40.64 feet; Course 39, thence South 84°35'58" East, 97.24 feet; Course 40, thence South 37°13'38" East, 141.91 feet; Course 41, thence South 12°34'51" East, 66.36 feet; Course 42, thence South 17°01'15" West, 99.83 feet; Course 43, thence South 20°26'57" West, 32.76 feet to a point on a curve concave Westerly having a radius of 50.00 feet; Course 44, thence Southerly along the arc of said curve, through a central angle of 42°11'17", an arc length of 36.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°26'57" West, 35.99 feet; Course 45, thence South 20°26'57" West, 35.32 feet; Course 46, thence

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

South 02°59'04" East, 125.89 feet; Course 47, thence South 45°04'32" West, 87.87 feet; Course 48, thence South 65°32'07" West, 30.11 feet; Course 49, thence North 29°59'04" West, 29.36 feet; Course 50, thence North 07°42'15" West, 90.89 feet; Course 51, thence North 24°00'50" West, 106.81 feet; Course 52, thence North 13°25'41" West, 120.45 feet; Course 53, thence North 03°45'16" West, 79.19 feet; Course 54, thence North 36°52'32" West, 127.42 feet; Course 55, thence North 06°11'47" East, 146.82 feet; Course 56, thence North 04°16'43" West, 117.14 feet; Course 57, thence North 51°07'00" West, 93.73 feet; Course 58, thence South 80°36'39" West, 16.20 feet; Course 59, thence North 04°24'29" West, 37.74 feet; Course 60, thence North 06°11'08" East, 46.21 feet; Course 61, thence North 40°56'00" East, 101.16 feet; Course 62, thence North 50°16'42" East, 148.70 feet; Course 63, thence North 21°17'12" West, 108.98 feet; Course 64, thence North 20°58'09" West, 52.73 feet to the Southwesterly corner of that certain Stormwater Management Easement as depicted on said Deer Run R-2; thence along the boundary line of said Stormwater Management Easement the following 6 courses: Course 1, thence North 22°58'40" East, departing said boundary line of Parcel 14, a distance of 360.96 feet to the point of curvature of a curve concave Southeasterly having a radius of 130.00 feet; Course 2, thence Northeasterly along the arc of said curve, through a central angle of 40°04'34", an arc length of 90.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 43°00'57" East, 89.09 feet; Course 3, thence North 63°03'14" East, 273.68 feet to the point of curvature of a curve concave Southwesterly having a radius of 115.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 122°25'19", an arc length of 245.72 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 55°44'07" East, 201.57 feet; Course 5, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 75.00 feet, through a central angle of 60°29'23", an arc length of 79.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24°46'09" East, 75.55 feet; Course 6, thence South 55°00'50" East, 387.17 feet to the Southeasterly corner thereof, said corner lying on said boundary line of Parcel 14; thence South 37°39'22" East, along said boundary line of Parcel 14, a distance of 223.55 feet to the Northerly most corner of that certain Stormwater Management Easement as depicted on said Deer run R-2; thence Southerly along said boundary line the following 9 courses: Course 1, thence South 27°50'01" East, departing said boundary line of Parcel 14, a distance of 208.35 feet; Course 2, thence South 00°38'01" West, 110.90 feet to the point of curvature of a curve concave Northeasterly having a radius of 60.00 feet; Course 3, thence Southeasterly along the arc of said curve, through a central angle of 61°45'45", an arc length of 64.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 30°14'52" East, 61.59 feet; Course 4, thence South 61°07'44" East, 108.20 feet to the point of curvature of a curve concave Westerly having a radius of 55.00 feet; Course 5, thence

Grand Reserve Village PUD (continued)**PUD Parcel 1 (continued):**

Southerly along the arc of said curve, through a central angle of $87^{\circ}55'10''$, an arc length of 84.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $17^{\circ}10'09''$ East, 76.36 feet; Course 6, thence South $26^{\circ}47'26''$ West, 101.22 feet; Course 7, thence South $28^{\circ}37'05''$ East, 39.66 feet to the point of curvature of a curve concave Northwesterly having a radius of 30.00 feet; Course 8, thence Southwesterly along the arc of said curve, through a central angle of $109^{\circ}59'02''$, an arc length of 57.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $26^{\circ}22'26''$ West, 49.14 feet; Course 9, thence South $81^{\circ}21'57''$ West, 95.78 feet to a point lying on the boundary line of said Golf Course Parcel 2; thence along said boundary line the following 9 courses: Course 1, thence South $17^{\circ}58'02''$ East, departing said boundary-line of Stormwater Management Easement, 92.59 feet to a point on a curve concave Southerly having a radius of 325.00 feet; Course 2, thence Easterly along the arc of said curve, through a central angle of $17^{\circ}16'10''$, an arc length of 97.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $80^{\circ}40'03''$ East, 97.59 feet; Course 3, thence North $89^{\circ}18'08''$ East, 83.06 feet; Course 4, thence North $00^{\circ}43'49''$ West, 617.44 feet to the point of curvature of a curve concave Southwesterly having a radius of 480.00 feet; Course 5, thence Northwesterly along the arc of said curve, through a central angle of $48^{\circ}31'16''$, an arc length of 406.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $24^{\circ}59'27''$ West, 394.45 feet; Course 6, thence North $49^{\circ}15'05''$ West, 786.82 feet to the point of curvature of a curve concave Southerly having a radius of 80.00 feet; Course 7, thence Westerly along the arc of said curve, through a central angle of $74^{\circ}09'34''$, an arc length of 103.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $86^{\circ}19'52''$ West, 96.47 feet; Course 8, thence South $56^{\circ}35'21''$ West, 596.02 feet to the point of curvature of a curve concave Northwesterly having a radius of 595.00 feet; Course 9, thence Southwesterly along the arc of said curve, through a central angle of $20^{\circ}44'21''$, an arc length of 215.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $66^{\circ}57'31''$ West, 214.20 feet; thence North $00^{\circ}52'19''$ East, along said boundary line of Golf Course Parcel 2 and along the boundary line of Tract C-8 as depicted on said Deer Run R-2, a distance of 11.07 feet; thence along said boundary line of Tract C-8 the following 6 courses: Course 1, thence North $47^{\circ}53'21''$ West, 97.62 feet; Course 2, thence North $24^{\circ}01'51''$ West, 23.47 feet to a point on a curve concave Northerly having a radius of 485.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}12'54''$, an arc length of 44.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $86^{\circ}50'27''$ West, 44.13 feet; Course 4, thence South $89^{\circ}26'53''$ West, 153.09 feet; Course 5, thence South $35^{\circ}26'54''$ East, 88.00 feet; Course 6, thence South $03^{\circ}43'13''$ West, 37.93 feet; thence along the boundary line of Parcel 12, as depicted on said Deer Run R-2, the

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

following 41 courses: Course 1, thence South $89^{\circ}26'53''$ West, departing said boundary line of Tract C-8, a distance of 135.48 feet to a point on a curve concave Northwesterly having a radius of 295.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $21^{\circ}31'26''$, an arc length of 110.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $28^{\circ}59'38''$ West, 110.17 feet; Course 3, thence North $70^{\circ}20'37''$ West, 25.16 feet; Course 4, thence South $38^{\circ}11'09''$ West, 158.93 feet; Course 5, thence South $00^{\circ}10'46''$ East, 84.82 feet; Course 6, thence South $28^{\circ}44'11''$ West, 49.90 feet; Course 7, thence South $79^{\circ}43'22''$ West, 57.50 feet; Course 8, thence South $52^{\circ}15'00''$ West, 115.28 feet; Course 9, thence North $32^{\circ}26'09''$ West, 152.66 feet; Course 10, thence South $47^{\circ}39'01''$ West, 228.28 feet; Course 11, thence South $47^{\circ}39'10''$ East, 41.71 feet; Course 12, thence South $12^{\circ}36'17''$ East, 101.19 feet; Course 13, thence South $39^{\circ}29'53''$ East, 114.03 feet; Course 14, thence South $10^{\circ}02'00''$ East, 174.29 feet; Course 15, thence South $01^{\circ}18'24''$ East, 83.52 feet; Course 16, thence South $02^{\circ}38'52''$ East, 108.55 feet; Course 17, thence South $88^{\circ}14'12''$ West, 53.61 feet; Course 18, thence North $63^{\circ}04'40''$ West, 560.72 feet; Course 19, thence North $64^{\circ}29'06''$ East, 134.92 feet; Course 20, thence North $36^{\circ}31'21''$ East, 118.39 feet; Course 21, thence North $16^{\circ}05'14''$ East, 9.06 feet to a point on a curve concave Easterly having a radius of 185.00 feet; Course 22, thence Northerly along the arc of said curve, through a central angle of $31^{\circ}14'19''$, an arc length of 100.86 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $16^{\circ}05'14''$ East, 99.62 feet; Course 23, thence North $16^{\circ}05'14''$ East, 23.44 feet; Course 24, thence North $48^{\circ}11'15''$ West, 194.57 feet; Course 25, thence North $40^{\circ}03'37''$ East, 38.23 feet; Course 26, thence South $89^{\circ}28'11''$ East, 81.26 feet; Course 27, thence North $70^{\circ}41'12''$ East, 59.68 feet; Course 28, thence South $47^{\circ}39'10''$ East, 125.67 feet; Course 29, thence North $47^{\circ}39'01''$ East, 224.51 feet; Course 30, thence North $60^{\circ}15'19''$ West, 66.04 feet; Course 31, thence North $31^{\circ}20'18''$ West, 125.59 feet; Course 32, thence North $47^{\circ}54'44''$ West, 90.20 feet; Course 33, thence North $04^{\circ}13'41''$ East, 93.05 feet; Course 34, thence North $10^{\circ}44'04''$ East, 85.09 feet; Course 35, thence North $01^{\circ}08'14''$ East, 59.35 feet; Course 36, thence North $19^{\circ}34'36''$ West, 54.01 feet; Course 37, thence North $18^{\circ}57'48''$ East, 278.61 feet to the point of curvature of a curve concave Southeasterly having a radius of 500.00 feet; Course 38, thence Northeasterly along the arc of said curve, through a central angle of $23^{\circ}28'35''$, an arc length of 204.87 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $30^{\circ}42'07''$ East, 203.44 feet; Course 39, thence Northerly along the arc of a curve concave Westerly having a radius of 350.00 feet, through a central angle of $46^{\circ}45'11''$, an arc length of 285.60 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $19^{\circ}03'51''$ East, 277.74 feet; Course 40, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 195.00 feet, through a central angle of $64^{\circ}00'14''$, an arc length of 217.83 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

27°41'27" East, 206.68 feet; Course 41, thence North 89°15'49" East, 215.00 feet to the Northwesterly corner of Tract C-3 as depicted on said Deer Run R-2; thence along the boundary line of said Tract C-3 the following 28 courses: Course 1, thence South 51°45'19" East, 58.34 feet; Course 2, thence South 25°05'11" West, 112.67 feet; Course 3, thence South 32°11'04" West, 129.17 feet; Course 4, thence South 10°56'34" West, 74.66 feet to a point on a curve concave Westerly having a radius of 60.00 feet; Course 5, thence Southerly along the arc of said curve, through a central angle of 49°56'34", an arc length of 52.30 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 06°47'55" East, 50.66 feet; Course 6, thence South 07°38'42" East, 60.29 feet; Course 7, thence South 41°46'55" West, 33.20 feet; Course 8, thence North 87°40'32" West, 48.89 feet; Course 9, thence South 16°12'46" East, 169.93 feet; Course 10, thence South 30°06'56" East, 108.98 feet; Course 11, thence South 68°35'12" East, 37.72 feet; Course 12, thence South 17°08'47" West, 76.24 feet; Course 13, thence South 16°54'00" West, 62.16 feet; Course 14, thence South 56°11'17" East, 51.17 feet; Course 15, thence South 18°24'44" East, 57.55 feet to a point on a curve concave Northerly having a radius of 490.00 feet; Course 16, thence Easterly along the arc of said curve, through a central angle of 08°37'33", an arc length of 73.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 86°14'21" East, 73.70 feet; Course 17, thence North 89°26'53" East, 221.33 feet to the point of curvature of a curve concave Northerly having a radius of 415.00 feet; Course 18, thence Easterly along the arc of said curve, through a central angle of 02°14'02", an arc length of 16.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 88°19'51" East, 16.18 feet; Course 19, thence North 03°16'41" West, 110.01 feet; Course 20, thence North 12°03'48" East, 80.33 feet; Course 21, thence North 54°51'18" East, 117.03 feet; Course 22, thence North 30°51'09" East, 117.15 feet; Course 23, thence North 45°44'15" East, 114.96 feet; Course 24, thence North 12°12'57" East, 117.93 feet; Course 25, thence North 03°13'33" West, 90.16 feet; Course 26, thence North 21°39'08" East, 92.95 feet; Course 27, thence North 00°02'37" West, 83.93 feet; Course 28, thence North 20°01'44" West, 146.59 feet to the Northwesterly corner of Parcel 10 as depicted on said Deer Run R-2; thence along the boundary line of said Parcel 10 the following 27 courses: Course 1, thence North 89°15'49" East, departing said boundary line of Tract C-3, a distance of 1141.08 feet; Course 2, thence South 29°22'57" East, 92.15 feet; Course 3, thence South 20°43'03" East, 106.06 feet; Course 4, thence North 62°39'00" East, 183.07 feet; Course 5, thence North 05°35'01" West, 98.89 feet; Course 6, thence North 89°15'49" East, 304.41 feet; Course 7, thence South 00°43'49" East, 333.87 feet; Course 8, thence South 89°18'10" West, 73.23 feet; Course 9, thence South 63°12'46" West, 49.74 feet; Course 10, thence South 59°34'07" West, 59.76 feet; Course 11, thence South 08°25'24" West, 108.66 feet; Course 12, thence South 05°35'59" West, 99.56 feet to the point of curvature of a curve concave Westerly having a radius of 360.00 feet; Course 13,

Grand Reserve Village PUD (continued)

PUD Parcel 1 (continued):

thence Southerly along the arc of said curve, through a central angle of $05^{\circ}10'56''$, an arc length of 32.56 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $08^{\circ}11'26''$ West, 32.55 feet; Course 14, thence South $59^{\circ}30'08''$ East, 63.88 feet; Course 15, thence South $17^{\circ}23'59''$ East, 94.80 feet; Course 16, thence South $01^{\circ}11'42''$ East, 71.74 feet; Course 17, thence South $11^{\circ}25'51''$ West, 85.68 feet; Course 18, thence South $55^{\circ}22'36''$ West, 82.67 feet; Course 19, thence South $36^{\circ}38'39''$ East, 67.91 feet; Course 20, thence South $02^{\circ}18'22''$ East, 97.75 feet; Course 21, thence South $00^{\circ}45'05''$ East, 234.00 feet to a point on a curve concave Southwesterly having a radius of 660.00 feet; Course 22, thence Southeasterly along the arc of said curve, through a central angle of $02^{\circ}02'59''$, an arc length of 23.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $23^{\circ}12'58''$ East, 23.61 feet; Course 23, thence North $73^{\circ}53'16''$ East, 23.28 feet; Course 24, thence South $36^{\circ}27'04''$ East, 110.48 feet; Course 25, thence South $83^{\circ}17'38''$ East, 69.40 feet; Course 26, thence South $00^{\circ}43'49''$ East, 2860.31 feet; Course 27, thence North $71^{\circ}49'41''$ West, 60.89 feet to the Northerly most corner of Tract C-19 as depicted on said Deer Run R-2; thence along the boundary line of said Tract C-19 the following 8 courses: Course 1, thence South $18^{\circ}10'19''$ West, departing said boundary line of Parcel 10, a distance of 19.48 feet; Course 2, thence South $34^{\circ}39'01''$ West, 160.98 feet; Course 3, thence South $14^{\circ}00'45''$ West, 213.56 feet; Course 4, thence South $68^{\circ}39'44''$ West, 97.76 feet; Course 5, thence South $23^{\circ}09'27''$ West, 131.25 feet; Course 6, thence South $29^{\circ}35'04''$ East, 88.58 feet; Course 7, thence South $18^{\circ}25'01''$ West, 39.90 feet; Course 8, thence South $51^{\circ}55'08''$ East, 23.42 feet to the Northwesterly corner of Parcel 3 as depicted on said Deer Run R-2; thence Easterly, departing said boundary line of Tract C-19, along the Northerly line of Parcel 3 and along the arc of a curve concave Northerly having a radius of 479.92 feet, through a central angle of $34^{\circ}12'55''$, an arc length of 286.59 feet to the Northeasterly corner of said Parcel 3, said corner also being the Southeasterly corner of Tract C-29 as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of South $70^{\circ}25'29''$ East, 282.35 feet; thence along the boundary line of said Tract C-29 the following 6 courses: Course 1, thence Easterly along the arc of a curve concave Northerly having a radius of 475.77 feet, through a central angle of $03^{\circ}40'09''$, an arc length of 30.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $89^{\circ}20'35''$ East, 30.46 feet; Course 2, thence North $88^{\circ}49'21''$ East, 219.16 feet; Course 3, thence North $14^{\circ}07'26''$ West, 136.70 feet; Course 4, thence North $31^{\circ}54'03''$ West, 91.60 feet; Course 5, thence North $40^{\circ}03'13''$ West, 63.12 feet; Course 6, thence North $18^{\circ}07'00''$ East, 53.43 feet to the Northwesterly corner of Tract W, as depicted on said Deer Run R-2; thence North $88^{\circ}49'21''$ East, departing said boundary line of Tract C-29, along the Northerly line of said Tract W and along the Northerly line of Tract H, as depicted on said Deer Run R-2, a distance of 751.19 feet to the Point of Beginning.

Grand Reserve Village PUD (continued)

PUD Parcel 2:

A portion of Deer Run R-2, as recorded in Map Book 37, pages 80 through 93, together with a portion of Grand Reserve and Golf Club, RPUD, Unit 1, as recorded in Map Book 36, pages 100 through 104, both of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northerly most corner of Tract C-23 as depicted on said Deer Run R-2, said corner lying on the boundary line of Tract BB as depicted on said Grand Reserve and Golf Club, RPUD, Unit 1; thence along said boundary line the following 8 courses: Course 1, thence North $40^{\circ}54'04''$ East, 11.28 feet; Course 2, thence North $76^{\circ}40'31''$ West, 55.11 feet to the point of curvature of a curve concave Northerly having a radius of 510.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of $09^{\circ}42'11''$, an arc length of 86.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $71^{\circ}49'26''$ West, 86.27 feet; Course 4, thence North $66^{\circ}58'20''$ West, 78.65 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet; Course 5, thence Southwesterly along the arc of said curve, through a central angle of $100^{\circ}27'23''$, an arc length of 26.30 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $62^{\circ}47'58''$ West, 23.06 feet; Course 6, thence Southerly along the arc of a curve concave Easterly having a radius of 127.94 feet, through a central angle of $19^{\circ}40'33''$, an arc length of 43.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $02^{\circ}44'00''$ West, 43.72 feet; Course 7, thence South $07^{\circ}06'16''$ East, 48.47 feet; Course 8, thence North $88^{\circ}49'05''$ East, 10.05 feet to the Northwesterly corner of Tract C-24 as depicted on said Deer Run R-2; thence Southerly, along the Westerly line of said Tract C-24, the following 30 courses: Course 1, thence South $07^{\circ}06'16''$ East, departing said boundary line of Tract BB, a distance of 31.38 feet; Course 2, thence North $63^{\circ}51'42''$ West, 11.96 feet; Course 3, thence South $07^{\circ}06'16''$ East, 108.11 feet; Course 4, thence South $89^{\circ}25'13''$ East, 111.00 feet; Course 5, thence South $10^{\circ}09'49''$ East, 55.13 feet; Course 6, thence South $22^{\circ}40'47''$ East, 41.84 feet; Course 7, thence South $35^{\circ}37'10''$ East, 55.42 feet; Course 8, thence South $17^{\circ}27'18''$ East, 26.68 feet; Course 9, thence South $39^{\circ}28'05''$ East, 180.23 feet; Course 10, thence South $19^{\circ}15'19''$ East, 161.82 feet; Course 11, thence South $21^{\circ}35'38''$ East, 46.39 feet; Course 12, thence South $49^{\circ}26'03''$ East, 67.78 feet; Course 13, thence South $55^{\circ}53'05''$ East, 66.38 feet; Course 14, thence North $82^{\circ}19'26''$ East, 215.17 feet; Course 15, thence South $34^{\circ}04'49''$ East, 80.80 feet; Course 16, thence South $65^{\circ}13'44''$ West, 80.09 feet; Course 17, thence South $07^{\circ}26'24''$ East, 189.79 feet; Course 18, thence South $00^{\circ}59'35''$ West, 169.96 feet; Course 19, thence South $78^{\circ}46'36''$ East, 53.43 feet; Course 20, thence South $34^{\circ}39'36''$ East, 46.76 feet; Course 21, thence South $02^{\circ}32'06''$ East, 117.54 feet; Course 22, thence South $14^{\circ}10'21''$ West, 65.48 feet; Course 23, thence South $60^{\circ}25'36''$ West, 268.67 feet; Course 24, thence South $66^{\circ}24'41''$ West, 73.36 feet; Course

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

25, thence North 57°59'46" West, 124.45 feet; Course 26, thence South 64°26'36" West, 184.74 feet; Course 27, thence South 55°54'20" West, 60.67 feet; Course 28, thence South 27°34'56" West, 35.90 feet; Course 29, thence South 18°22'16" East, 112.67 feet; Course 30, thence South 00°52'55" East, 229.72 feet to the Southwesterly corner of said Tract C-24, said corner also being the Southeasterly corner of Parcel 6 as depicted on said Deer Run R-2; thence South 89°07'05" West, along the Southerly line of said Parcel 6, a distance of 231.97 feet to the Southwesterly corner thereof; thence Northerly, along the Westerly line of said Parcel 6, the following 18 courses: Course 1, thence North 00°48'05" West, 1095.84 feet; Course 2, thence North 20°36'49" East, 95.69 feet; Course 3, thence South 37°42'21" East, 110.68 feet; Course 4, thence South 39°09'53" East, 205.06 feet; Course 5, thence South 20°39'46" East, 36.74 feet; Course 6, thence South 69°38'00" East, 29.07 feet; Course 7, thence South 25°33'24" East, 152.17 feet; Course 8, thence North 64°26'36" East, 180.00 feet; Course 9, thence North 25°33'24" West, 29.05 feet; Course 10, thence North 66°00'01" East, 104.99 feet; Course 11, thence North 23°59'59" West, 97.06 feet to the point of curvature of a curve concave Southwesterly having a radius of 315.00 feet; Course 12, thence Northwesterly along the arc of said curve, through a central angle of 23°19'15", an arc length of 128.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 35°39'37" West, 127.33 feet; Course 13, thence North 47°19'14" West, 94.13 feet to the point of curvature of a curve concave Northeasterly having a radius of 385.00 feet; Course 14, thence Northwesterly along the arc of said curve, through a central angle of 28°06'13", an arc length of 188.84 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 33°16'08" West, 186.96 feet; Course 15, thence North 19°13'01" West, 45.07 feet to the point of curvature of a curve concave Southwesterly having a radius of 315.00 feet; Course 16, thence Northwesterly along the arc of said curve, through a central angle of 20°15'04", an arc length of 111.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 29°20'33" West, 110.76 feet; Course 17, thence North 39°28'05" West, 163.93 feet to the point of curvature of a curve concave Northeasterly having a radius of 385.00 feet; Course 18, thence Northwesterly along the arc of said curve, through a central angle of 32°21'49", an arc length of 217.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 23°17'10" West, 214.59 feet; thence North 07°06'16" West, continuing along said Westerly line of Parcel 6 and along the boundary line of Tract F as depicted on said Grand Reserve and Golf Club, RPU, Unit 1, a distance of 217.71 feet to the point of curvature of a curve concave Easterly having a radius of 197.94 feet; thence along said boundary line of Tract F the following 3 courses: Course 1, thence Northerly along the arc of said curve, through a central angle of 24°36'34", an arc length of 85.02 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 05°12'01" East, 84.37 feet; Course 2, thence Northwesterly along the arc of a curve

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

concave Southwesterly having a radius of 15.00 feet, through a central angle of $84^{\circ}28'38''$, an arc length of 22.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $24^{\circ}44'01''$ West, 20.17 feet; Course 3, thence North $66^{\circ}58'20''$ West, 339.79 feet; thence North $23^{\circ}01'40''$ East, departing said boundary line of Tract F, 10.00 feet to a point lying on the Southerly right of way line of Grand Reserve Drive, a 50 foot right of way as depicted on said Grand Reserve and Golf Club, RPUD, Unit 1; thence South $66^{\circ}58'20''$ East, along said Southerly right of way line, 339.79 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet; thence Southeasterly, continuing along said Southerly right of way line and along the arc of said curve, through a central angle of $84^{\circ}28'38''$, an arc length of 36.86 feet to a point lying on the Westerly right of way line of Preserve Drive, a 50 foot right of way as depicted on said Grand Reserve and Golf Club, RPUD, Unit 1, said arc being subtended by a chord bearing and distance of South $24^{\circ}44'01''$ East, 33.61 feet; thence Southerly, departing said Southerly right of way line of Grand Reserve Drive, along the Westerly right of way line of said Preserve Drive and along the arc of a curve concave Easterly having a radius of 187.94 feet, through a central angle of $24^{\circ}36'34''$, an arc length of 80.72 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $05^{\circ}12'01''$ West, 80.10 feet; thence South $07^{\circ}06'16''$ East, continuing along said Westerly right of way line, 42.24 feet to the Southwesterly corner of the Southerly terminus of said Preserve Drive; thence North $88^{\circ}49'05''$ East, along said Southerly terminus, 50.27 feet to the Southeasterly corner thereof; thence North $07^{\circ}06'16''$ West, along the Easterly right of way line of said Preserve Drive, 47.44 feet to the point of curvature of a curve concave Easterly having a radius of 137.94 feet; thence Northerly, continuing along said Easterly right of way line of Preserve Drive and along the arc of said curve, through a central angle of $19^{\circ}40'33''$, an arc length of 47.37 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $02^{\circ}44'00''$ East, 47.14 feet; thence Northeasterly, departing said Easterly right of way line of Preserve Drive, along said Southerly right of way line of Grand Reserve Drive and along the arc of a curve concave Southeasterly having a radius of 25.00 feet, through a central angle of $100^{\circ}27'23''$, an arc length of 43.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $62^{\circ}47'58''$ East, 38.43 feet; thence Easterly, continuing along said Southerly right of way line of Grand Reserve Drive, the following 10 courses: Course 1, thence South $66^{\circ}58'20''$ East, 78.65 feet to the point of curvature of a curve concave Northerly having a radius of 500.00 feet; Course 2, thence Easterly along the arc of said curve, through a central angle of $09^{\circ}42'11''$, an arc length of 84.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}49'26''$ East, 84.57 feet; Course 3, thence South $76^{\circ}40'31''$ East, 256.41 feet to the point of curvature of a curve concave Southerly having a radius of 400.00 feet; Course 4, thence Easterly along the arc of said curve, through a

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

central angle of $14^{\circ}55'51''$, an arc length of 104.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $69^{\circ}12'35''$ East, 103.94 feet; Course 5, thence South $61^{\circ}44'40''$ East, 206.67 feet to the point of curvature of a curve concave Northerly having a radius of 625.00 feet; Course 6, thence Easterly along the arc of said curve, through a central angle of $14^{\circ}08'19''$, an arc length of 154.23 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $68^{\circ}48'50''$ East, 153.84 feet; Course 7, thence South $75^{\circ}52'59''$ East, 684.34 feet to the point of curvature of a curve concave Northerly having a radius of 325.00 feet; Course 8, thence Easterly along the arc of said curve, through a central angle of $63^{\circ}08'26''$, an arc length of 358.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $72^{\circ}32'48''$ East, 340.30 feet; Course 9, thence North $40^{\circ}58'34''$ East, 210.39 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 10, thence Easterly along the arc of said curve, through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet to a point lying on the Southerly right of way line of Grand Reserve Boulevard, a 50 foot right of way as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of North $85^{\circ}58'34''$ East, 35.36 feet; thence Easterly, along said Southerly right of way line of Grand Reserve Boulevard, the following 4 courses: Course 1, thence South $49^{\circ}01'26''$ East, 147.97 feet to the point of curvature of a curve concave Northerly having a radius of 549.91 feet; Course 2, thence Easterly along the arc of said curve, through a central angle of $38^{\circ}30'27''$, an arc length of 369.58 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $68^{\circ}16'38''$ East, 362.67 feet; Course 3, thence Easterly along the arc of a curve concave Northerly having a radius of 545.77 feet, through a central angle of $03^{\circ}40'05''$, an arc length of 34.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $89^{\circ}20'36''$ East, 34.93 feet; Course 4, thence North $88^{\circ}49'21''$ East, 571.67 feet to the point of curvature of a curve concave Southwesterly having a radius of 20.00 feet; thence Southeasterly, departing said Southerly right of way line of Grand Reserve Boulevard, along the Easterly line of Tract F as depicted on said Deer Run R-2, and along the arc of said curve, through a central angle of $89^{\circ}57'30''$, an arc length of 31.40 feet to the Southeasterly corner of said Tract F, said arc being subtended by a chord bearing and distance of South $46^{\circ}11'54''$ East, 28.27 feet; thence South $88^{\circ}49'21''$ West, along the Southerly line of said Tract F, a distance of 631.30 feet to the Southwesterly corner thereof; thence North $01^{\circ}08'54''$ West, along the Westerly line of said Tract F, 1.37 feet to the Northeasterly corner of Tract C-28 as depicted on said Deer Run R-2; thence along said Northerly line of Tract C-28 the following 3 Courses: Course 1, thence Westerly along the arc of a curve concave Northerly having a radius of 569.91 feet, through a central angle of $38^{\circ}09'38''$, an arc length of 379.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $68^{\circ}06'13''$ West, 372.60 feet;

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

Course 2, thence North 49°01'26" West, 137.97 feet to the point of curvature of a curve concave Southerly having a radius of 15.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 23.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 85°58'34" West, 21.21 feet; thence South 40°58'34" West, continuing along said Northerly line and along the Northerly line of Tract C-27 as depicted on said Deer Run R-2, a distance of 200.39 feet to the point of curvature of a curve concave Northwesterly having a radius of 345.00 feet; thence Southwesterly, continuing along said Northerly line of Tract C-27 and along the arc of said curve, through a central angle of 38°11'23", an arc length of 229.96 feet to the Northwesterly corner of said Tract C-27, said arc being subtended by a chord bearing and distance of South 60°04'16" West, 225.72 feet; thence Southerly, along the Westerly line of said Tract C-27, the following 23 courses: Course 1, thence South 08°50'52" East, 77.99 feet; Course 2, thence South 35°26'36" East, 103.06 feet; Course 3, thence South 18°05'41" West, 207.22 feet; Course 4, thence South 75°00'44" West, 97.66 feet; Course 5, thence South 24°46'46" West, 187.81 feet; Course 6, thence South 20°53'25" West, 63.05 feet; Course 7, thence South 14°33'52" West, 104.69 feet; Course 8, thence South 03°32'56" West, 74.37 feet; Course 9, thence South 39°06'02" East, 93.90 feet; Course 10, thence South 84°21'30" East, 65.53 feet; Course 11, thence South 47°34'14" East, 24.30 feet; Course 12, thence South 06°13'33" East, 29.24 feet; Course 13, thence South 05°49'43" West, 76.93 feet; Course 14, thence South 08°39'19" East, 99.35 feet; Course 15, thence South 02°32'43" East, 41.74 feet; Course 16, thence South 01°53'38" West, 78.50 feet; Course 17, thence South 13°25'25" West, 65.57 feet; Course 18, thence South 04°38'13" East, 117.33 feet; Course 19, thence South 52°15'22" West, 39.97 feet to the point of curvature of a curve concave Easterly having a radius of 25.00 feet; Course 20, thence Southerly along the arc of said curve, through a central angle of 78°56'05", an arc length of 34.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 12°47'20" West, 31.78 feet; Course 21, thence South 26°40'43" East, 29.26 feet; Course 22, thence South 34°49'35" West, 50.44 feet; Course 23, thence South 18°08'47" East, 58.03 feet to the Southwesterly corner thereof, said corner lying on the boundary line of Parcel 5 as depicted on said Deer Run R-2; thence along said boundary line of Parcel 5 the following 21 courses: Course 1, thence North 89°45'42" East, 38.33 feet; Course 2, thence South 00°29'03" East, 634.28 feet; Course 3, thence South 89°19'16" West, 60.00 feet; Course 4, thence North 00°29'03" West, 634.87 feet; Course 5, thence North 89°53'54" West, 822.45 feet; Course 6, thence North 05°06'01" West, 31.19 feet; Course 7, thence North 21°07'38" West, 63.52 feet; Course 8, thence North 09°03'04" West, 56.22 feet; Course 9, thence North 10°52'05" West, 70.71 feet; Course 10, thence North 22°30'54" East, 19.20 feet; Course 11, thence South 89°53'34" East, 116.62 feet; Course 12, thence North 59°46'20" East, 31.51 feet; Course 13, thence North 20°27'32" East, 59.59 feet; Course 14, thence North 61°32'00"

Grand Reserve Village PUD (continued)

PUD Parcel 2 (continued):

East, 37.66 feet; Course 15, thence South 58°43'20" East, 48.09 feet; Course 16, thence South 45°45'34" East, 116.57 feet; Course 17, thence South 59°27'31" East, 33.08 feet; Course 18, thence South 89°53'34" East, 120.63 feet; Course 19, thence North 00°00'42" East, 467.22 feet; Course 20, thence North 89°04'32" East, 81.63 feet; Course 21, thence North 00°36'34" West, 653.66 feet to a point lying on the Southerly line of Parcel 7 as depicted on said Deer Run R-2; thence South 88°54'49" West, along said Southerly line of Parcel 7 and along the boundary line of Tract D-1 as depicted on said Deer Run R-2, a distance of 211.65 feet; thence continuing along said boundary line of said Tract D-1 the following 5 Courses: Course 1, thence North 73°36'41" West, 83.86 feet; Course 2, thence North 41°06'10" West, 43.30 feet; Course 3, thence North 27°26'25" West, 43.49 feet; Course 4, thence North 01°23'21" East, 177.82 feet; Course 5, thence North 16°28'24" West, 40.75 feet to a point lying on the boundary line of Parcel 9 as depicted on said Deer Run R-2; thence along said boundary line of Parcel 9 the following 3 courses: Course 1, thence North 75°54'28" West, departing said boundary line of Tract D-1, a distance of 11.61 feet; Course 2, thence North 16°28'24" West, 10.74 feet; Course 3, thence North 14°05'49" East, 90.75 feet to the Northeasterly corner of said Tract C-23; thence along the Northerly line of said Tract C-23 the following 5 Courses: Course 1, thence North 75°52'59" West, departing said boundary line of Parcel 9, a distance of 26.00 feet to the point of curvature of a curve concave Northerly having a radius of 645.00 feet; Course 2, thence Westerly along the arc of said curve, through a central angle of 14°08'19", an arc length of 159.16 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 68°48'50" West, 158.76 feet; Course 3, thence North 61°44'40" West, 206.67 feet to the point of curvature of a curve concave Southerly having a radius of 380.00 feet; Course 4, thence Westerly along the arc of said curve, through a central angle of 14°55'51", an arc length of 99.03 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 69°12'35" West, 98.75 feet; Course 5, thence North 76°40'31" West, 206.52 feet to the Point of Beginning.

PUD Parcel 3:

All of Tracts I, J, S and X, as depicted on Deer Run R-2, recorded in Map Book 37, pages 80 through 93, of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southeasterly corner of said Tract J; thence South 88°49'21" West, along the Southerly line of said Tract J, a distance of 835.85 feet to the Southwesterly corner thereof; thence Northeasterly, along the Westerly line of said Tract J and along the arc of a curve concave Southeasterly having a radius of 20.00 feet, through a central angle of 89°57'30", an arc length of 31.40 feet to the point of tangency

Grand Reserve Village PUD (continued)

PUD Parcel 3 (continued):

of said curve, said point lying on the Southerly right of way line of Grand Reserve Boulevard, a 50 foot right of way as depicted on said Deer Run R-2, said arc being subtended by a chord bearing and distance of North 43°50'36" East, 28.27 feet; thence North 88°49'21" East, departing said Westerly line of Tract J and along said Southerly right of way line of Grand Reserve Boulevard, 1117.30 feet to the point of curvature of a curve concave Southerly having a radius of 275.00 feet; thence Easterly, continuing along said Southerly right of way line and along the arc of said curve, through a central angle of 22°57'01", an arc length of 110.15 feet to the Northeasterly corner of said Tract I, said arc being subtended by a chord bearing and distance of South 79°42'08" East, 109.42 feet; thence South 21°46'22" West, departing said Southerly right of way line and along the Easterly line of said Tract I, 20.00 feet to the Southeasterly corner of said Tract I; thence Westerly, along the Southerly line of said Tract I and along the arc of a curve concave Southerly having a radius of 255.00 feet, through a central angle of 22°57'01", an arc length of 102.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 79°42'08" West, 101.46 feet; thence South 88°49'21" West, continuing along said Southerly line of Tract I, 250.43 feet to the Southwesterly corner thereof, said corner also being the Northwesterly corner of Tract C-32 as depicted on said Deer Run R-2; thence Southerly, along the Westerly line of said Tract C-32, the following 15 courses: Course 1, thence Southerly along the arc of a curve concave Easterly having a radius of 25.00 feet, through a central angle of 11°32'13", an arc length of 5.03 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 04°35'28" West, 5.03 feet; Course 2, thence South 01°10'39" East, 70.09 feet; Course 3, thence South 36°56'25" East, 23.94 feet; Course 4, thence North 74°48'55" East, 66.12 feet; Course 5, thence North 86°22'06" East, 10.96 feet; Course 6, thence South 15°06'23" West, 21.86 feet; Course 7, thence South 31°21'05" East, 67.91 feet; Course 8, thence South 00°22'38" West, 43.99 feet; Course 9, thence South 13°22'52" East, 168.61 feet; Course 10, thence South 35°09'10" East, 56.07 feet; Course 11, thence South 13°03'18" East, 33.58 feet; Course 12, thence South 05°41'13" West, 125.33 feet; Course 13, thence South 05°45'18" East, 117.10 feet; Course 14, thence South 40°00'24" West, 161.74 feet; Course 15, thence South 12°37'52" West, 94.12 feet to the Southwesterly corner of said Tract C-32, said corner also being the Southeasterly corner of said Tract X; thence South 88°57'09" West, along the Southerly line of said Tract X, 103.97 feet to the Southwesterly corner thereof, said corner also being the Southeasterly corner of Tract C-31 as depicted on said Deer Run R-2; thence Northerly, along the Easterly line of said Tract C-31, the following 11 courses: Course 1, thence North 29°01'02" West, 39.48 feet; Course 2, thence North 00°59'36" East, 122.66 feet; Course 3, thence North 34°44'54" East, 80.22 feet; Course 4, thence North 08°04'22" West, 61.73 feet; Course 5, thence North 00°57'15" West, 148.84 feet; Course 6, thence North 19°29'40" West, 102.43 feet; Course 7, thence North 15°55'18" West, 80.32 feet; Course 8, thence North 04°51'48" West, 126.61 feet;

Grand Reserve Village PUD (continued)

PUD Parcel 3 (continued):

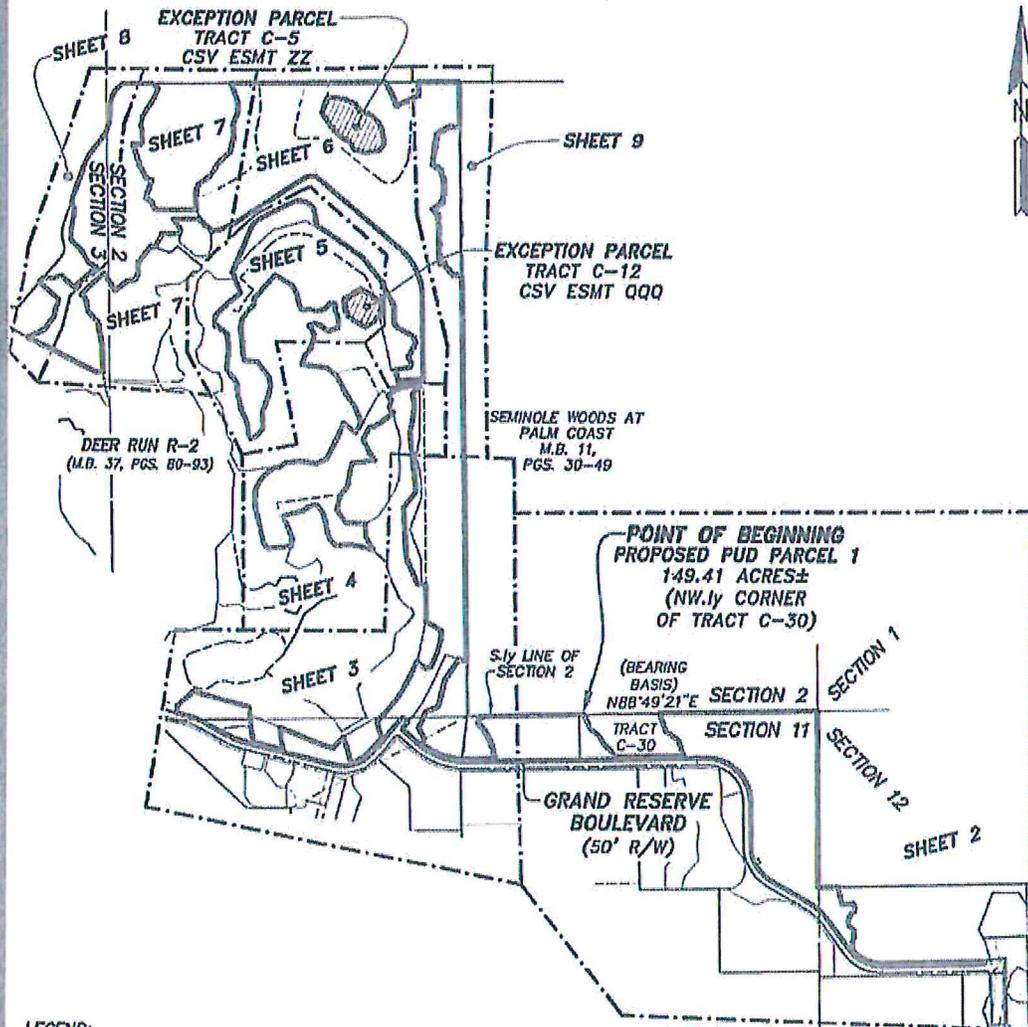
Course 9, thence North $43^{\circ}20'34''$ East, 47.21 feet; Course 10, thence North $01^{\circ}10'39''$ West, 127.42 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet; Course 11, thence Northerly along the arc of said curve, through a central angle of $11^{\circ}34'15''$, an arc length of 5.05 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North $06^{\circ}57'47''$ West, 5.04 feet.

Less and Except from the above described lands the following:

Tract C-5 (Conservation Easement ZZ), Tract C-22 (Conservation Easement P) and Tract C-12 (Conservation Easement QQQ), as depicted on the plat of Deer Run R-2, recorded in Map Book 37, pages 80 through 93, of the Public Records of Flagler County, Florida.

Containing 194.67 acres, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF DEER RUN R-2, AS RECORDED IN
MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

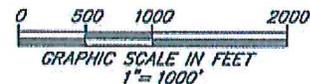


LEGEND:
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
[Shaded Area] EXCEPTION PARCEL

SHEET 1 OF 9

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 2 AS BEING AS BEING NORTH 88°49'21" EAST.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



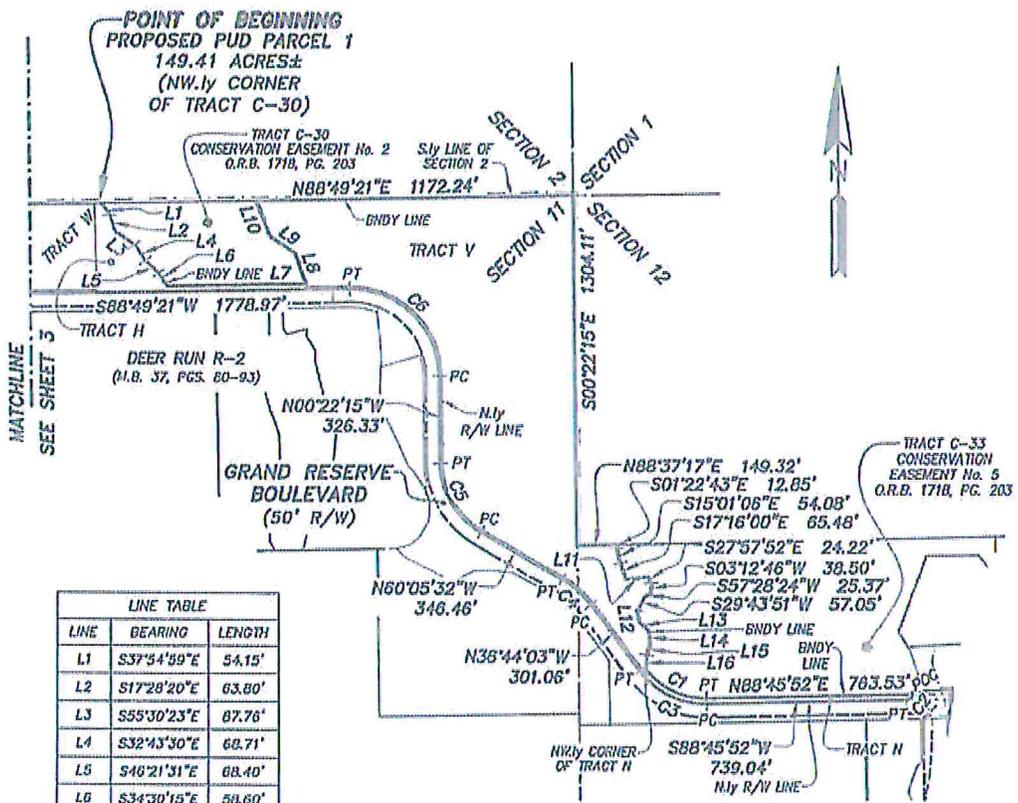
ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS
14775 Old St. Augustine Road, Jacksonville, FL 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No.: LB 3624

ANDREW O. KNUPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6511

SCALE: 1"=1000'

DATE: JANUARY 11, 2018

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S37°54'59"E	54.15'
L2	S17°28'20"E	63.80'
L3	S55°30'23"E	87.76'
L4	S32°43'30"E	68.71'
L5	S48°21'31"E	68.40'
L6	S34°30'15"E	58.60'
L7	N88°49'21"E	508.94'
L8	N20°13'54"W	121.56'
L9	N55°20'05"W	100.39'
L10	N21°28'59"W	141.37'
L11	N84°33'27"E	82.67'
L12	S09°23'14"E	42.36'
L13	S48°30'18"E	48.34'
L14	S05°20'41"E	50.25'
L15	S18°34'12"W	40.44'
L16	S03°27'53"W	53.41'

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	200.00'	52°45'59"	257.85'	S64°31'09"E	248.85'
C2	25.00'	70°27'47"	34.24'	S49°31'59"W	31.62'
C3	300.00'	54°30'05"	285.37'	N63°59'05"W	274.73'
C4	350.00'	23°21'29"	142.60'	N40°24'47"W	141.70'
C5	300.00'	59°43'17"	312.70'	N30°13'54"W	298.74'
C6	325.00'	80°48'24"	515.08'	N45°46'27"W	462.04'

LEGEND:
M.B. MAP BOOK
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
R/W RIGHT OF WAY
BNDY BOUNDARY
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
C1 TABULATED CURVE DATA
L1 TABULATED LINE DATA

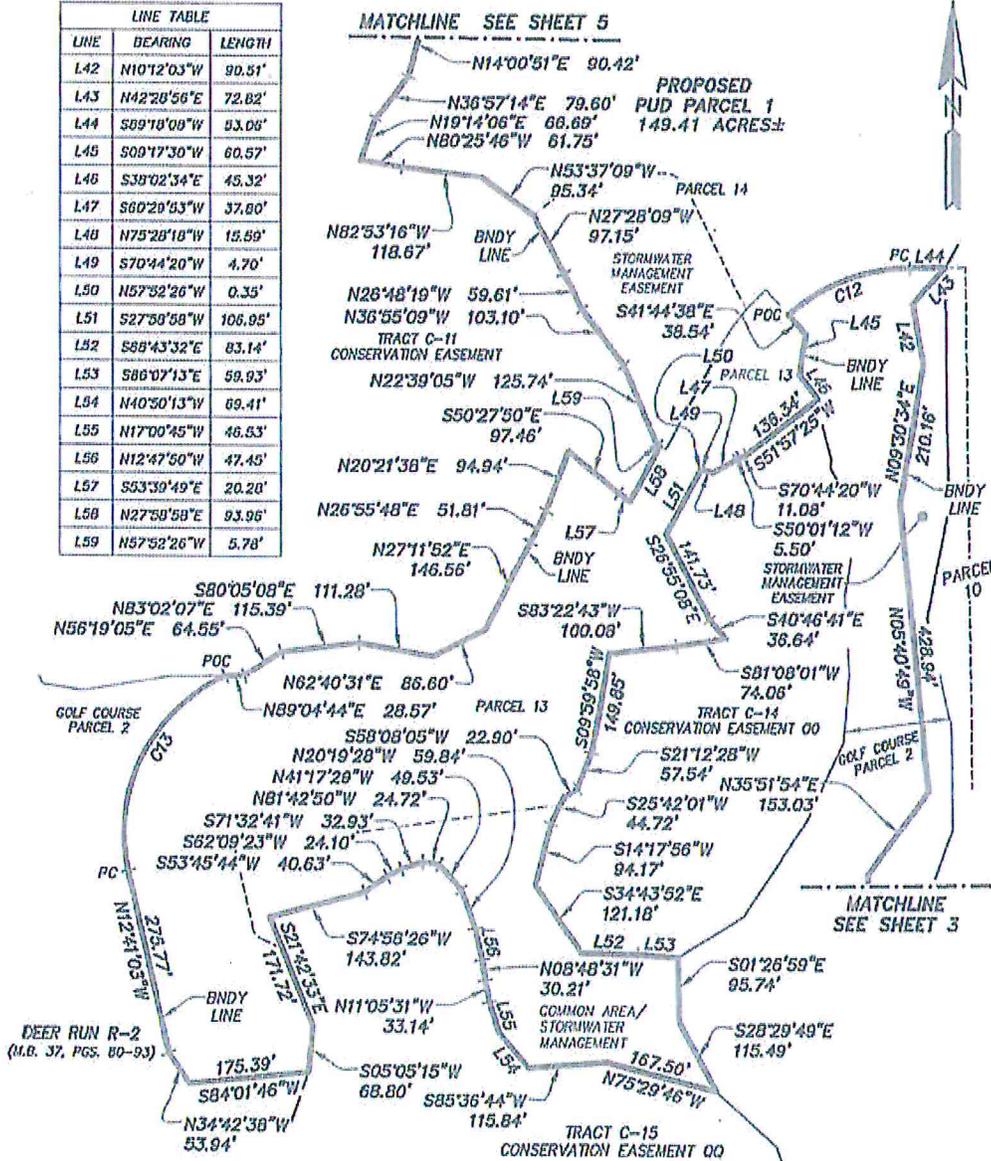


SHEET 2 OF 9
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
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CERTIFICATE OF AUTHORIZATION NO. LD 3024

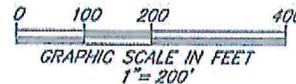
A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LINE TABLE		
LINE	BEARING	LENGTH
L42	N10°12'03"W	90.51'
L43	N42°28'56"E	72.82'
L44	S09°18'08"W	53.06'
L45	S09°17'30"W	60.57'
L46	S38°02'34"E	45.32'
L47	S60°29'03"W	37.80'
L48	N75°28'18"W	15.59'
L49	S70°44'20"W	4.70'
L50	N57°32'26"E	0.35'
L51	S27°38'58"W	106.85'
L52	S88°43'32"E	83.14'
L53	S86°07'13"E	59.93'
L54	N40°50'13"W	89.41'
L55	N17°00'45"W	46.53'
L56	N12°47'50"W	47.45'
L57	S53°39'49"E	20.20'
L58	N27°59'58"E	93.96'
L59	N57°52'26"W	5.78'



- LEGEND:**
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.G. PAGE
 - CSV CONSERVATION
 - ESMT EASEMENT
 - BNDY BOUNDARY
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C12	275.00'	41°02'46"	197.01'	S68°46'45"W	182.82'
C13	260.00'	76°58'21"	340.28'	N25°48'07"E	323.81'

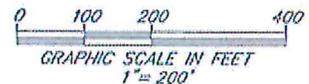
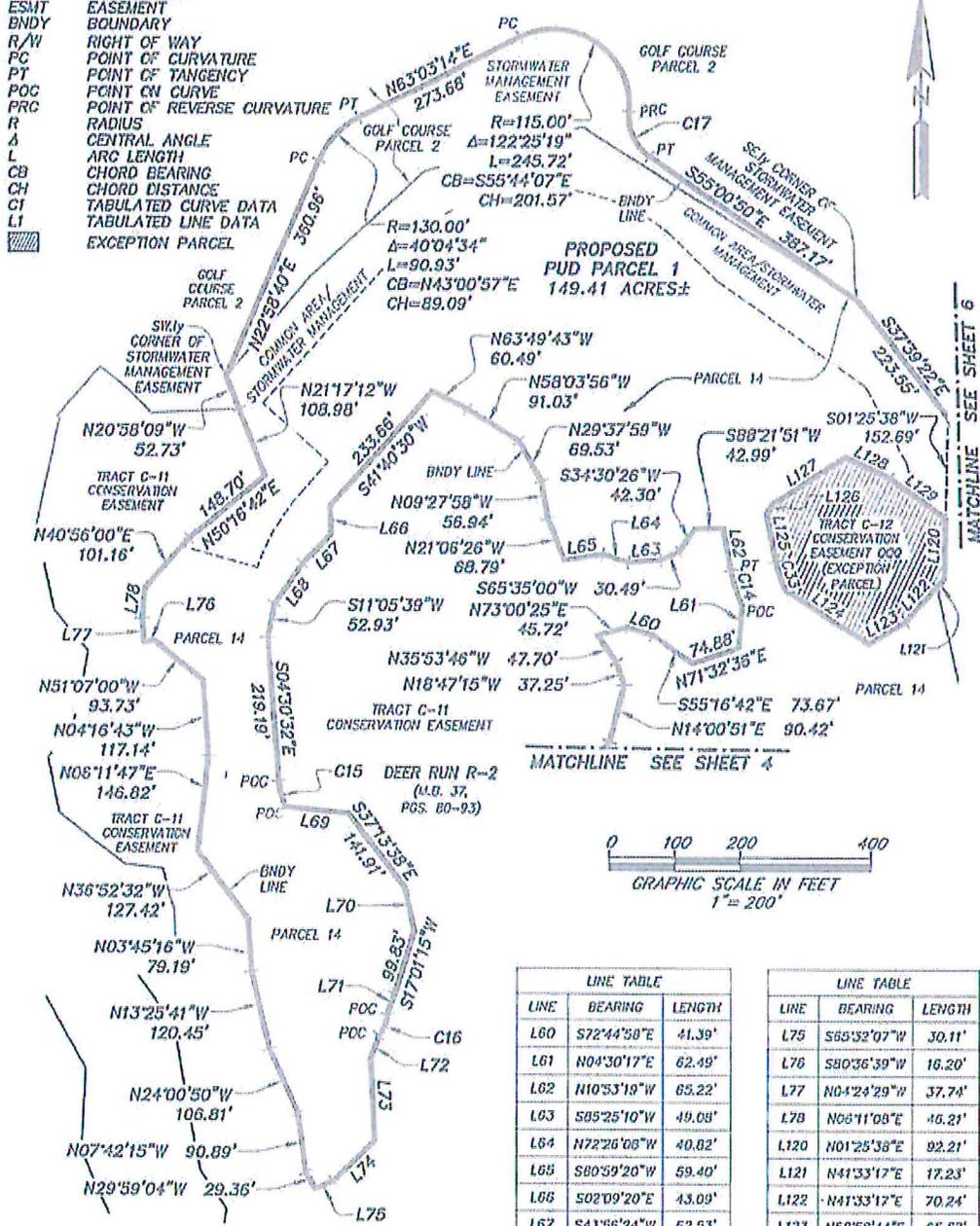


SHEET 4 OF 9
SEE SHEET 1 FOR GENERAL NOTES.

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CERTIFICATE OF AUTHORIZATION NO. LB 3624

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

- LEGEND:
 M.B. MAP BOOK
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 CSV CONSERVATION
 ESMT EASEMENT
 BNDY BOUNDARY
 R/W RIGHT OF WAY
 PC POINT OF CURVATURE
 PT POINT OF TANGENCY
 POC POINT ON CURVE
 PRC POINT OF REVERSE CURVATURE PT
 R RADIUS
 Δ CENTRAL ANGLE
 L ARC LENGTH
 CB CHORD BEARING
 CH CHORD DISTANCE
 CI TABULATED CURVE DATA
 LI TABULATED LINE DATA
 EXCEPTION PARCEL



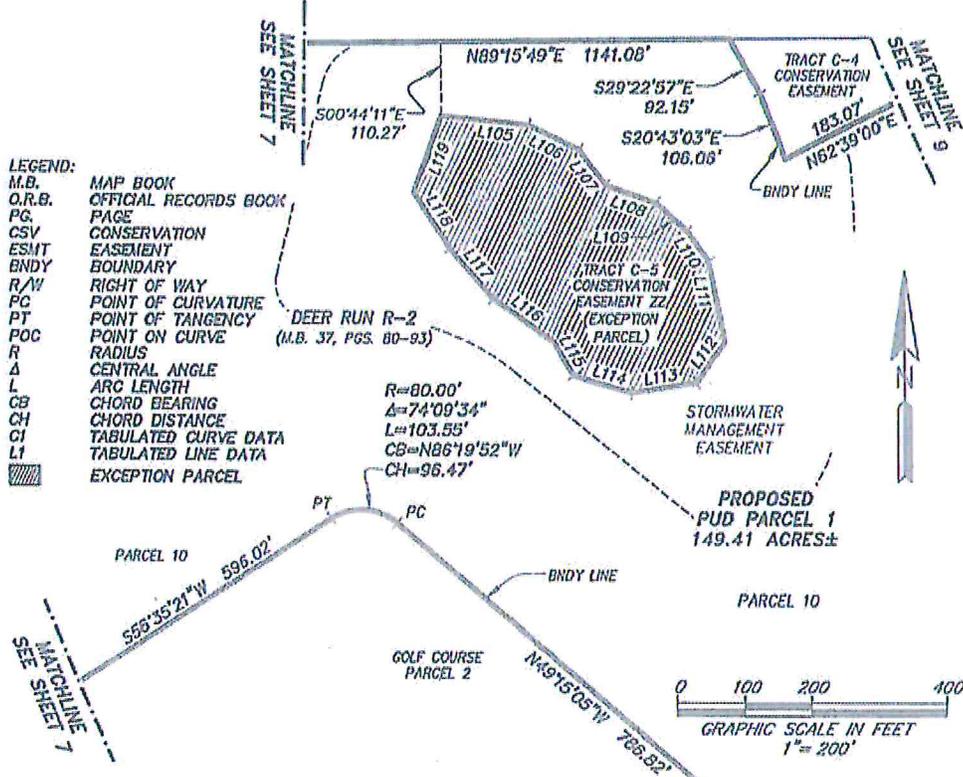
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C14	260.00'	12°52'43"	58.44'	N17°19'41"W	58.32'
C15	140.00'	16°41'28"	40.78'	S13°10'45"E	40.64'
C16	50.00'	42°11'17"	36.82'	S20°26'57"W	35.99'
C17	75.00'	60°29'23"	79.18'	S24°46'09"E	75.55'
C33	190.00'	14°02'12"	46.55'	S17°54'25"E	46.43'

LINE TABLE		
LINE	BEARING	LENGTH
L60	S72°44'58"E	41.39'
L61	N04°30'17"E	62.49'
L62	N10°53'19"W	65.22'
L63	S85°25'10"W	49.08'
L64	N72°26'08"W	40.82'
L65	S80°59'20"W	59.40'
L66	S02°09'20"E	43.09'
L67	S43°56'24"W	62.53'
L68	S34°33'46"W	75.01'
L69	S84°35'58"E	87.24'
L70	S12°34'51"E	66.36'
L71	S20°26'57"W	32.76'
L72	S20°26'57"W	35.32'
L73	S02°59'04"E	125.89'
L74	S45°04'32"W	87.87'

LINE TABLE		
LINE	BEARING	LENGTH
L75	S55°32'07"W	30.11'
L76	S80°36'39"W	16.20'
L77	N04°24'29"W	37.74'
L78	N06°11'08"E	46.21'
L120	N01°25'38"E	92.21'
L121	N41°33'17"E	17.23'
L122	N41°33'17"E	70.24'
L123	N58°58'44"E	65.57'
L124	S57°40'19"E	151.92'
L125	S10°53'19"E	74.80'
L126	S33°33'08"W	16.22'
L127	S57°23'28"W	133.37'
L128	N64°26'48"W	75.27'
L129	N54°19'02"W	103.50'

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

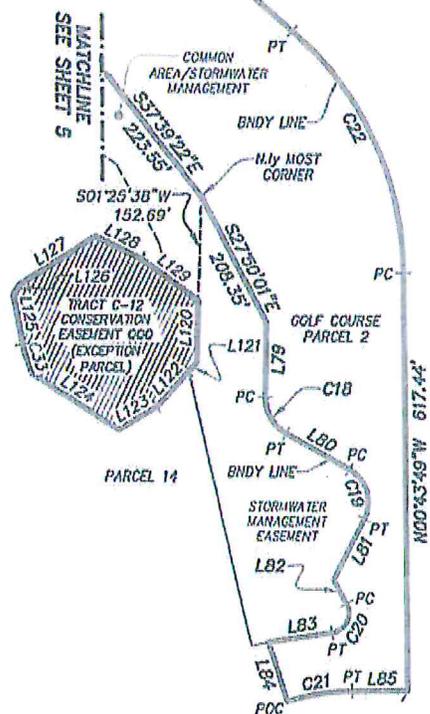
- LEGEND:
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.G. PAGE
 - CSV CONSERVATION EASEMENT
 - ESMT EASEMENT
 - BNDY BOUNDARY
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - CT TABULATED CURVE DATA
 - L1 TABULATED LINE DATA
 - [Hatched Box] EXCEPTION PARCEL



CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C10	60.00'	81°45'45"	64.68'	S30°14'02"E	61.59'
C19	55.00'	87°35'10"	84.40'	S17°10'09"E	76.38'
C20	30.00'	109°59'02"	57.59'	S26°22'26"W	49.14'
C21	325.00'	17°16'10"	97.96'	N80°40'03"E	97.69'
C22	480.00'	48°31'16"	406.49'	N24°59'27"W	394.45'

LINE TABLE		
LINE	BEARING	LENGTH
L79	S00°38'01"W	110.90'
L80	S61°07'44"E	100.20'
L81	S26°47'26"W	101.22'
L82	S28°37'05"E	39.66'
L83	S81°21'57"W	95.78'
L84	S17°58'02"E	92.59'
L85	N89°18'08"E	83.06'
L105	N83°38'53"W	130.42'
L106	N64°05'11"W	83.12'
L107	N35°55'10"W	68.50'
L108	N70°32'33"W	78.79'
L109	N47°53'33"W	59.26'
L110	N35°19'58"W	57.17'
L111	N11°26'23"W	122.03'
L112	N31°41'58"E	73.23'
L113	N80°22'48"E	97.04'
L114	S73°27'06"E	89.90'

LINE TABLE		
LINE	BEARING	LENGTH
L115	S30°10'16"E	58.18'
L116	S54°55'20"E	110.26'
L117	S40°45'43"E	87.37'
L118	S32°28'17"E	100.54'
L119	S19°04'58"W	123.83'
L120	N01°25'38"E	92.21'
L121	N41°33'17"E	17.23'
L122	N41°33'17"E	70.24'
L123	N58°58'44"E	65.57'
L124	S57°40'19"E	151.82'
L125	S10°33'19"E	74.80'
L126	S33°33'08"W	10.22'
L127	S57°23'28"W	133.37'
L128	N64°26'48"W	73.27'
L129	N54°19'02"W	103.50'

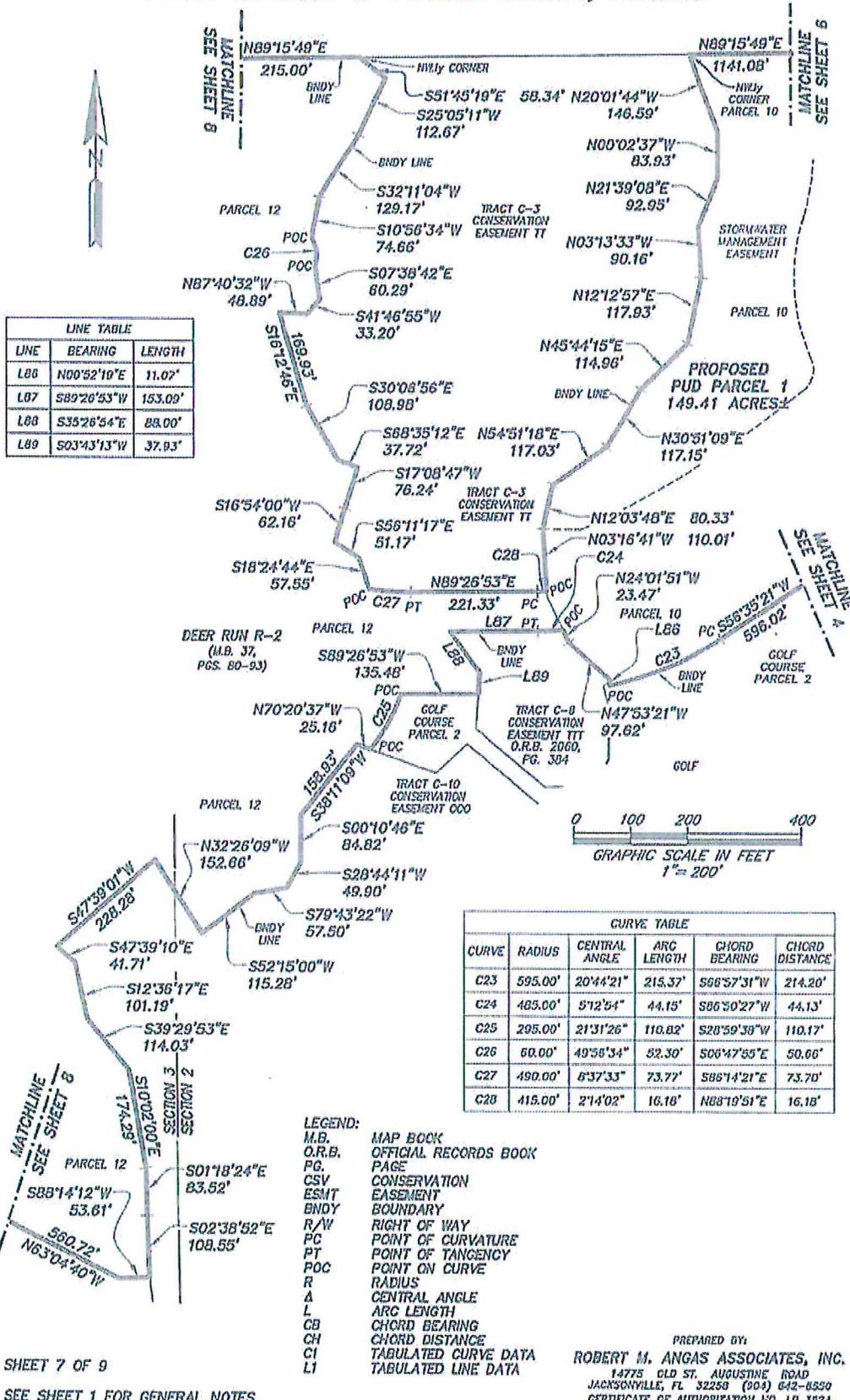


SHEET 6 OF 9

SEE SHEET 1 FOR GENERAL NOTES.

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A PORTION OF DEER RUN R-2, AS RECORDED IN
MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LINE TABLE

LINE	BEARING	LENGTH
L86	N00°52'10"E	11.07'
L87	S89°26'53"W	153.09'
L88	S35°26'54"E	88.00'
L89	S03°43'13"W	37.93'

CURVE TABLE

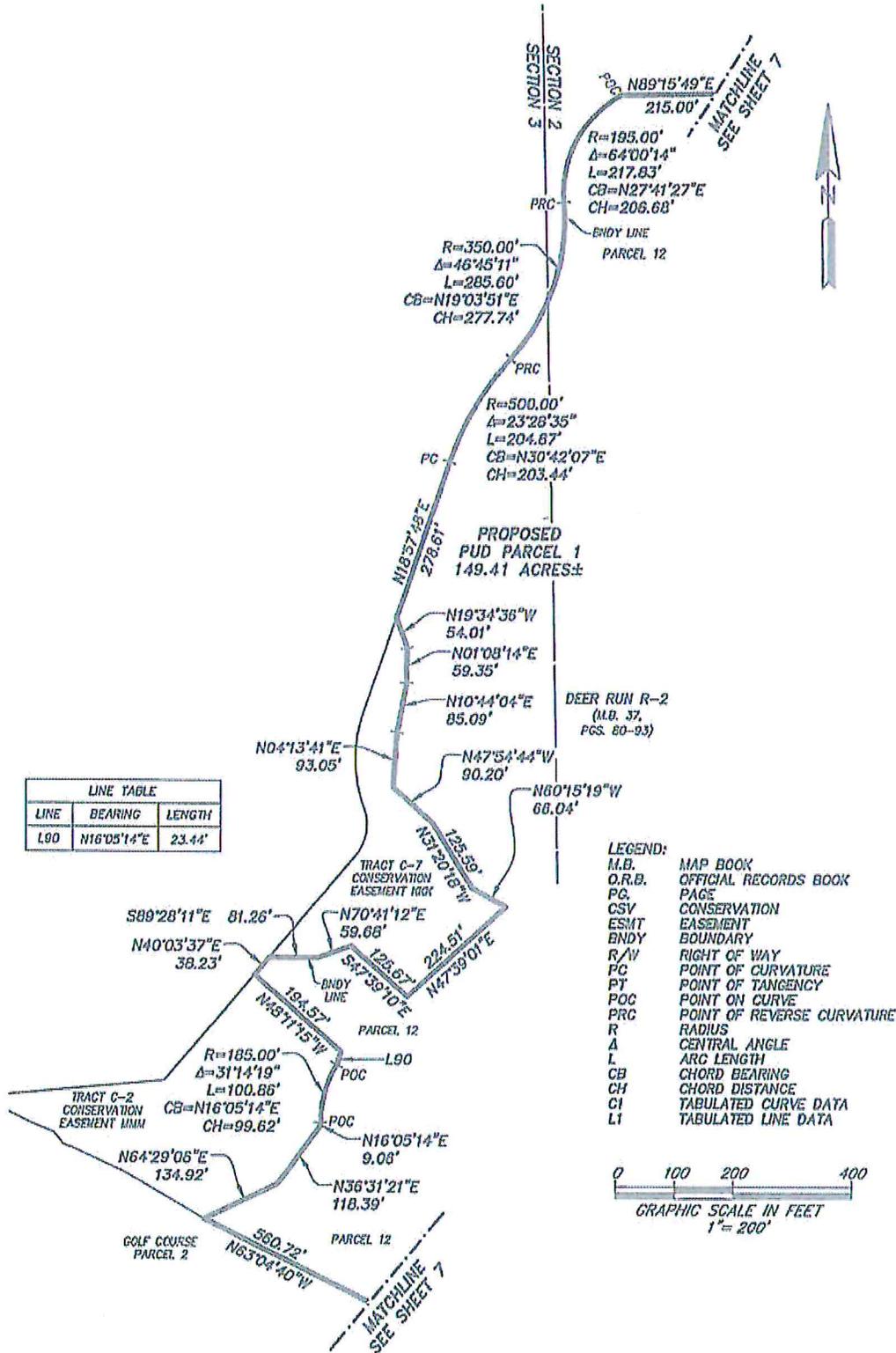
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C23	595.00'	20°44'21"	215.37'	S66°57'31"W	214.20'
C24	485.00'	5°12'54"	44.15'	S86°50'27"W	44.13'
C25	295.00'	21°31'26"	110.82'	S28°59'38"W	110.17'
C26	60.00'	49°58'34"	52.30'	S06°47'55"E	50.66'
C27	490.00'	6°37'33"	73.77'	S86°14'21"E	73.70'
C28	415.00'	2°14'02"	16.18'	N83°19'51"E	16.18'

- LEGEND:
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.C. PAGE
 - CSV CONSERVATION
 - ESMT EASEMENT
 - BNDY BOUNDARY
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - A CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - CI TABULATED CURVE DATA
 - LI TABULATED LINE DATA

PREPARED BY:
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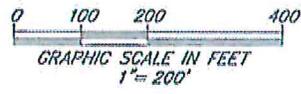
SHEET 7 OF 9
SEE SHEET 1 FOR GENERAL NOTES.

A PORTION OF DEER RUN R-2, AS RECORDED IN
MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LINE TABLE		
LINE	BEARING	LENGTH
L90	N16°05'14"E	23.44'

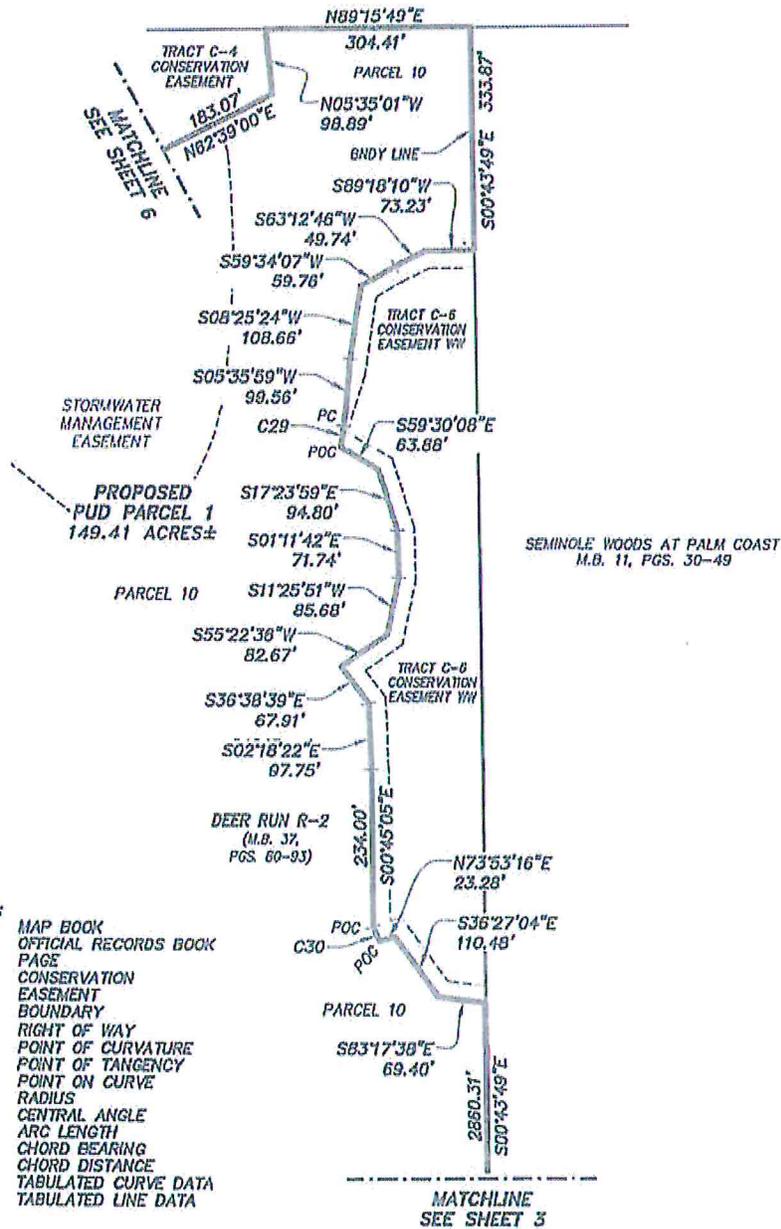
- LEGEND:
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.C. PAGE
 - CSV CONSERVATION
 - ESMT EASEMENT
 - BNDY BOUNDARY
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - PRC POINT OF REVERSE CURVATURE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - CI TABULATED CURVE DATA
 - LI TABULATED LINE DATA



SHEET 8 OF 9
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32256 (904) 942-0590
CERTIFICATE OF AUTHORIZATION NO. LR 5024

A PORTION OF DEER RUN R-2, AS RECORDED IN
MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



- LEGEND:
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.G. PAGE
 - CSV CONSERVATION
 - ESMT EASEMENT
 - BNDY BOUNDARY
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - A CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C29	360.00'	5'10'56"	32.56'	S08'11'26"W	32.55'
C30	660.00'	2'02'59"	23.61'	S23'12'58"E	23.61'



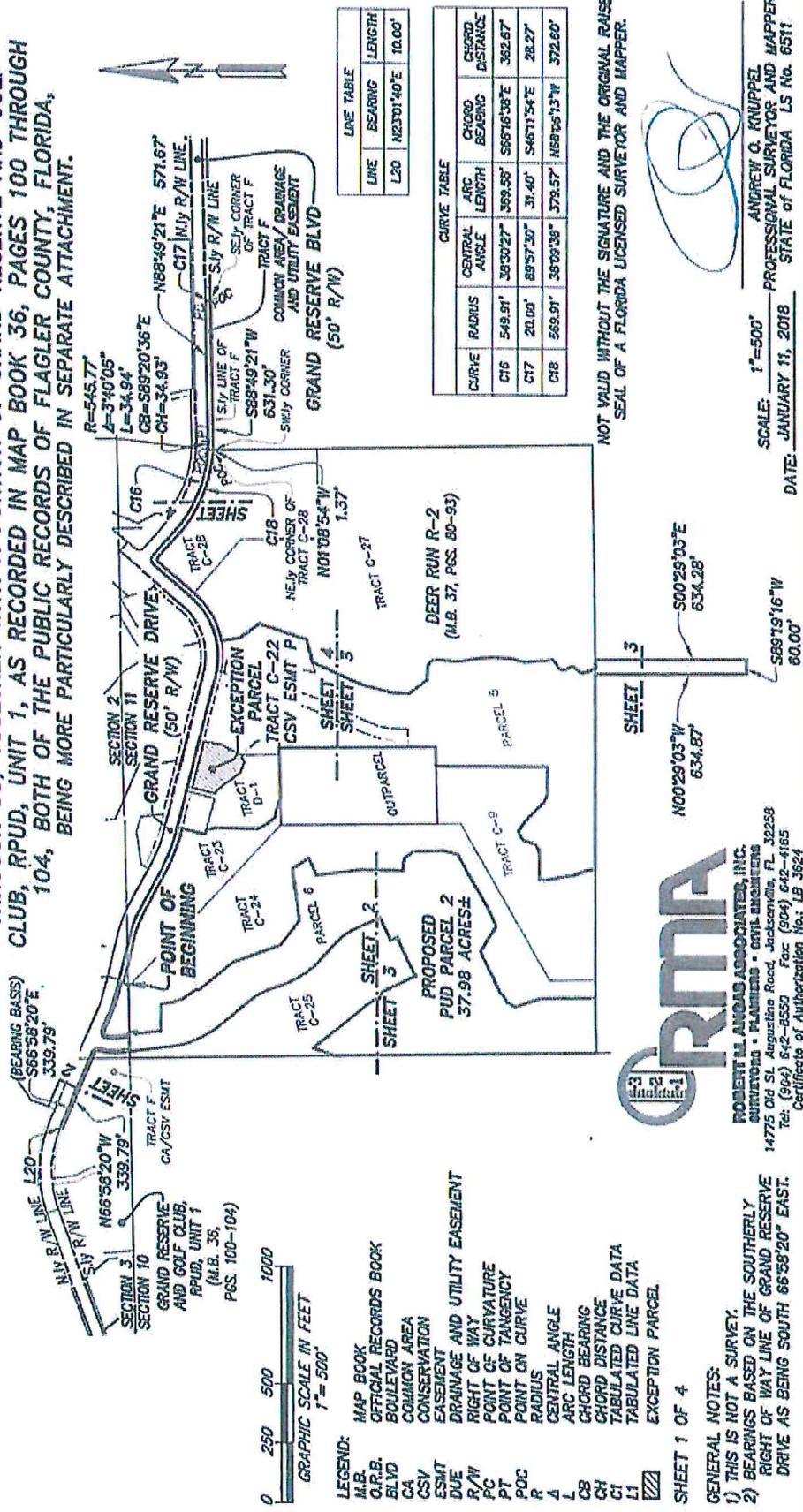
SHEET 9 OF 9

SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14778 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32250 (904) 642-0350
CERTIFICATE OF AUTHORIZATION NO. LD 5624

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, TOGETHER WITH A PORTION OF GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1, AS RECORDED IN MAP BOOK 36, PAGES 100 THROUGH 104, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE

LINE	BEARING	LENGTH
L20	N23°01'40"E	10.00'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C16	548.91'	38°30'27"	359.58'	S68°16'38"E	362.67'
C17	20.00'	89°57'50"	31.40'	S46°11'54"E	28.27'
C18	568.91'	39°09'38"	378.57'	N68°05'13"W	372.60'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

(Signature)

SCALE: 1"=500'
 DATE: JANUARY 11, 2018
 ANDREW O. KNUFFEL
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6511

ORDER NO: 17-238.00
 FILE NO: 1240-01.005

GRAPHIC SCALE IN FEET
 1" = 500'

- LEGEND:
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - BLVD BOULEVARD
 - BLVD BOULEVARD
 - CA COMMON AREA
 - CSV CONSERVATION EASEMENT
 - ESMT EASEMENT
 - DUE DRAINAGE AND UTILITY EASEMENT
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - A ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - CI TABULATED CURVE DATA
 - L1 TABULATED LINE DATA
 - EXCEPTION PARCEL

SHEET 1 OF 4

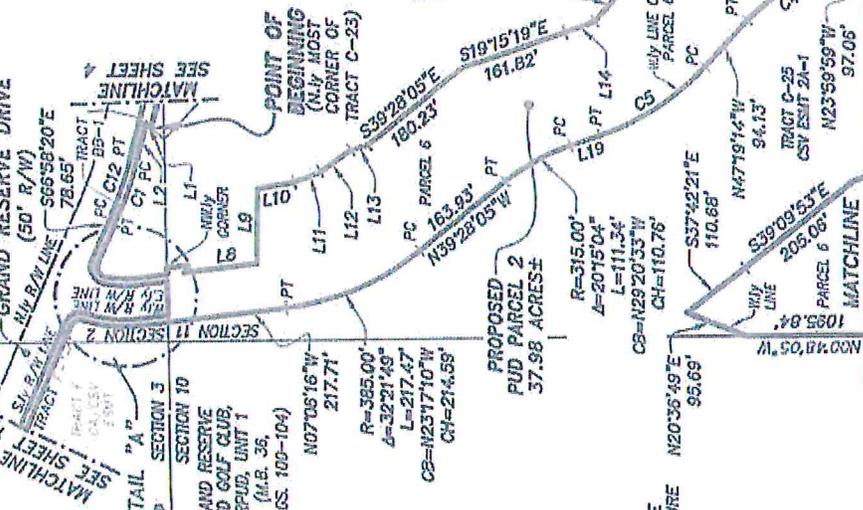
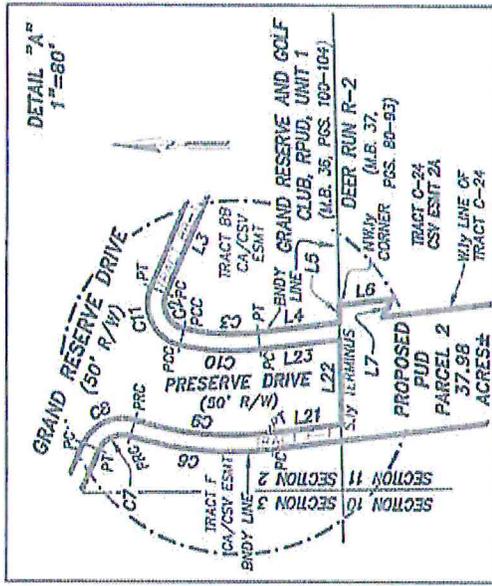
GENERAL NOTES:
 1) THIS IS NOT A SURVEY.
 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF GRAND RESERVE DRIVE AS BEING SOUTH 66°58'20" EAST.



ROBERT L. ANDROS ASSOCIATES, INC.
 SURVEYING • PLANNING • CIVIL ENGINEERING
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 Tel: (904) 642-8550 Fax: (904) 642-4185
 Certificate of Authorization No. LB 3624

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, TOGETHER WITH A PORTION OF GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1, AS RECORDED IN MAP BOOK 36, PAGE 100 THROUGH 104, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	510.00'	9°42'11"	86.37'	N71°49'25"W	85.27'
C2	15.00'	100°27'23"	26.30'	S62°47'58"W	23.06'
C3	127.94'	19°40'33"	43.94'	S02°44'00"W	43.72'
C4	315.00'	23°19'15"	128.21'	N35°35'37"W	127.33'
C5	385.00'	28°05'13"	188.84'	N33°16'08"W	185.85'
C6	192.94'	24°35'34"	85.02'	N05°12'01"E	84.37'
C7	15.00'	84°28'38"	22.12'	N24°44'01"W	20.17'
C8	25.00'	84°28'38"	36.86'	S24°44'01"E	33.61'
C9	187.94'	24°35'34"	80.72'	S05°12'01"W	80.10'
C10	137.94'	19°40'33"	47.37'	N02°44'00"E	47.14'
C11	25.00'	100°27'23"	43.83'	N62°47'59"E	36.43'
C12	500.00'	9°42'11"	84.68'	S71°49'26"E	84.57'



LINE	BEARING	LENGTH
L12	S35°37'10"E	55.42'
L13	S17°27'18"E	26.68'
L14	S21°35'38"E	46.39'
L15	S49°28'03"E	67.78'
L16	S34°04'49"E	80.80'
L19	N15°13'01"W	45.07'
L21	S07°06'10"E	42.24'
L22	N88°49'05"E	50.27'
L23	N07°05'16"W	47.44'



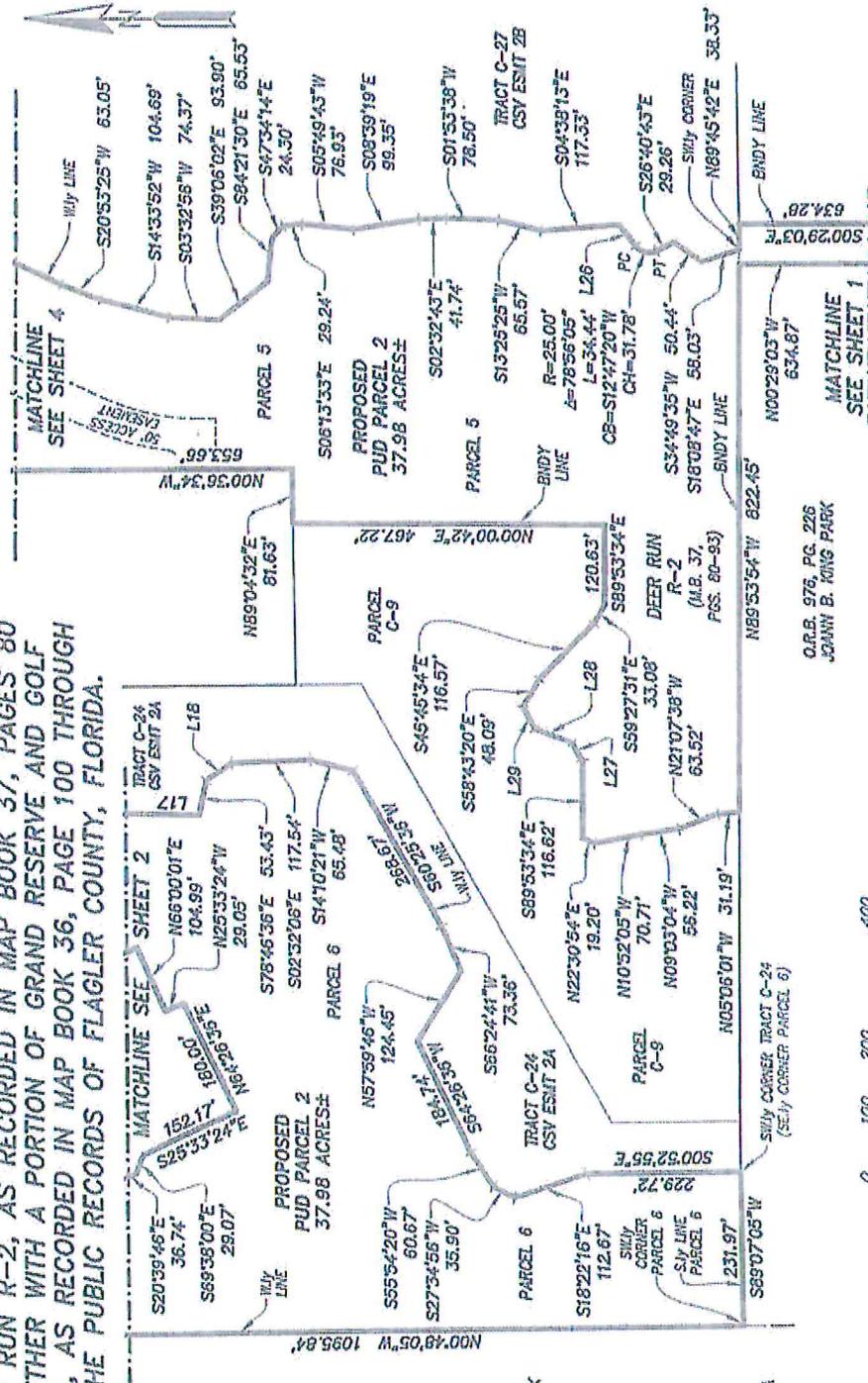
- LEGEND:
- MAP BOOK
 - M.B.
 - OFFICIAL RECORDS BOOK
 - O.R.B.
 - COMMON AREA
 - CA
 - BOUNDARY
 - BNDRY
 - CONSERVATION
 - CSV
 - EASEMENT
 - ESMT
 - RIGHT OF WAY
 - R/W
 - POINT OF CURVATURE
 - PC
 - POINT OF TANGENCY
 - PT
 - POINT ON CURVE
 - POC
 - POINT OF REVERSE CURVATURE
 - PRC
 - POINT OF COMPOUND CURVATURE
 - PCC
 - RADIUS
 - R
 - CENTRAL ANGLE
 - A
 - ARC LENGTH
 - L
 - CHORD BEARING
 - CB
 - CHORD DISTANCE
 - CH
 - TABULATED CURVE DATA
 - C1
 - C2
 - C3
 - C4
 - C5
 - C6
 - C7
 - C8
 - C9
 - C10
 - C11
 - C12

LINE	BEARING	LENGTH
L1	N40°54'04"E	11.28'
L2	N76°40'31"W	55.11'
L3	N65°39'20"W	78.65'
L4	S07°06'16"E	48.47'
L5	N88°49'05"E	10.05'
L6	S07°06'16"E	31.35'
L7	N63°51'42"W	14.95'
L8	S07°06'16"E	108.11'
L9	S89°25'13"E	111.00'
L10	S10°09'49"E	55.13'
L11	S82°40'47"E	41.84'

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32258 (904) 642-5850
 CERTIFICATE OF AUTHORIZATION NO. LB 3824

SEE SHEET 1 FOR GENERAL NOTES.
 SHEET 2 OF 4

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, TOGETHER WITH A PORTION OF GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1, AS RECORDED IN MAP BOOK 36, PAGE 100 THROUGH 104, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LINE	BEARING	LENGTH
L17	S09°59'35"W	165.95'
L18	S3°39'38"E	45.76'
L26	S82°15'22"W	39.97'
L27	N59°45'20"E	31.51'
L28	N20°27'32"E	58.59'
L29	N61°32'00"E	37.66'

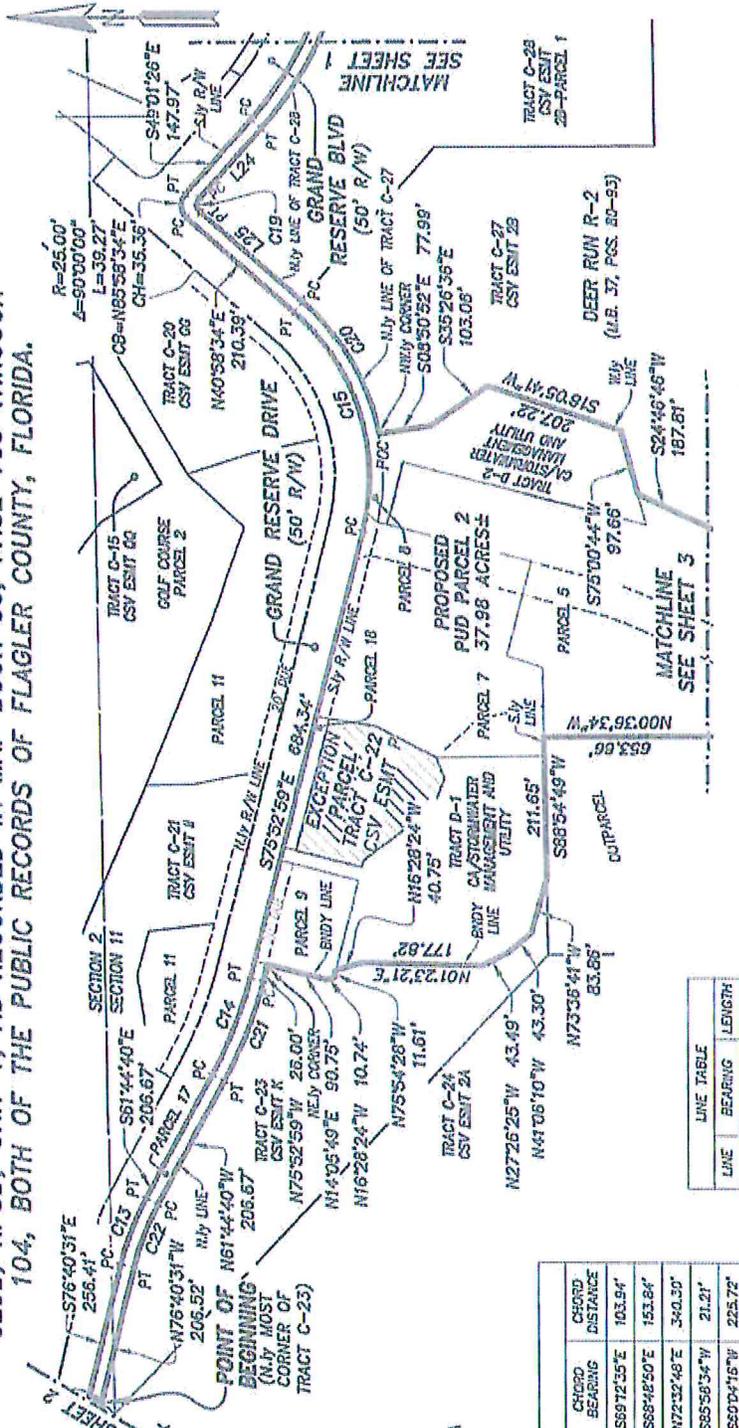
- LEGEND:
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - BNDY BOUNDARY
 - CSV CONSERVATION
 - ESMT EASEMENT
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - L CHORD LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - TABULATED CURVE DATA TABULATED CURVE DATA
 - L1



SHEET 3 OF 4
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 842-8550
CERTIFICATE OF AUTHORIZATION NO. LB 5624

A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, TOGETHER WITH A PORTION OF GRAND RESERVE AND GOLF CLUB, RPUD, UNIT 1, AS RECORDED IN MAP BOOK 36, PAGE 100 THROUGH 104, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



- LEGEND:**
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - CA COMMON AREA
 - BLVD BOULEVARD
 - BNDY BOUNDARY
 - CSV CONSERVATION
 - ESMT EASEMENT
 - DUE DRAINAGE AND UTILITY EASEMENT
 - R/W RIGHT OF WAY
 - PT POINT
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - CI TABULATED CURVE DATA
 - LI TABULATED LINE DATA
 - EXCEPTION PARCEL

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C13	400.00'	14°55'51"	104.24'	S89°12'55"E	103.94'
C14	625.00'	14°03'19"	154.23'	S88°42'50"E	153.84'
C15	325.00'	63°03'26"	358.15'	N72°32'49"E	340.30'
C19	15.00'	90°00'00"	21.56'	S85°58'34"W	21.21'
C20	345.00'	38°11'23"	229.86'	S60°04'16"W	225.72'
C21	645.00'	14°03'19"	158.16'	N68°48'50"W	158.76'
C22	380.00'	14°58'31"	99.03'	N69°12'35"W	98.75'

LINE TABLE

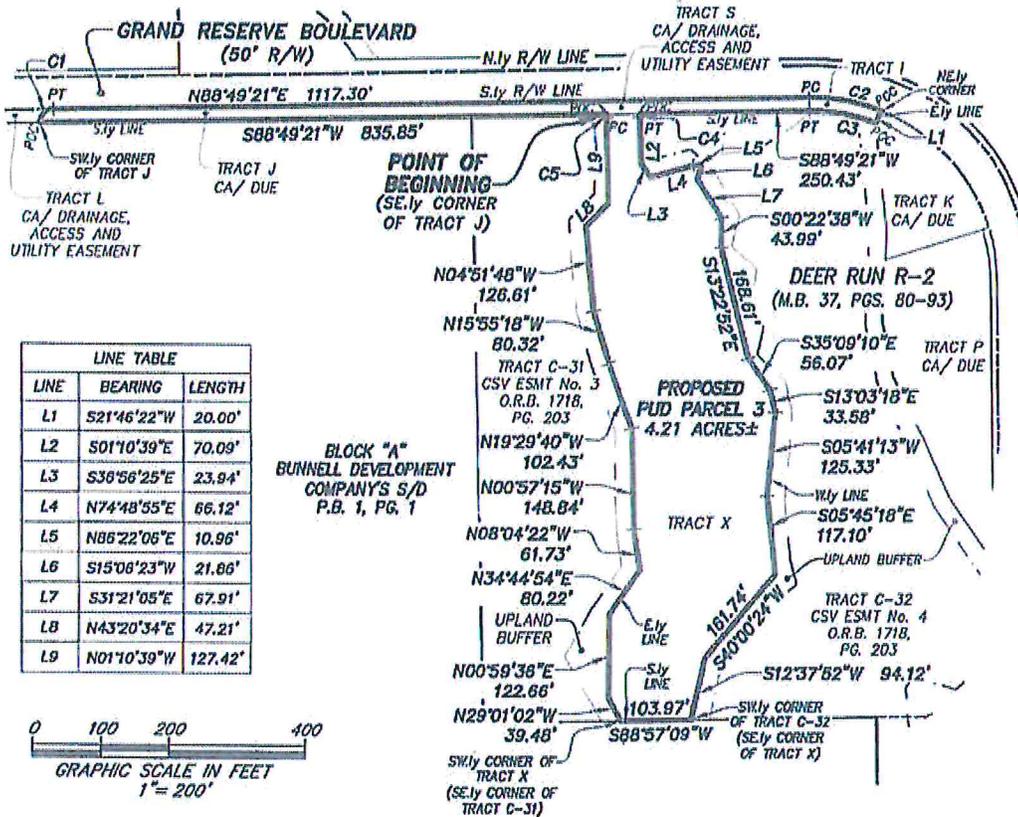
LINE	BEARING	LENGTH
L24	N49°01'28"W	137.97'
L25	S40°58'34"W	202.39'



PREPARED BY
ROBERT M. ANGAS ASSOCIATES, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32259 (904) 642-8550
 CERTIFICATE OF AUTHORIZATION NO. LB 3524

SHEET 4 OF 4
 SEE SHEET 1 FOR GENERAL NOTES.

**SKETCH TO ACCOMPANY DESCRIPTION OF
ALL OF TRACTS I, J, S AND X, AS DEPICTED ON DEER RUN R-2,
RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93, OF THE
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



- LEGEND:**
- M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - CA COMMON AREA
 - CSV CONSERVATION
 - DUE DRAINAGE AND UTILITY EASEMENT
 - ESMT EASEMENT
 - S/D SUBDIVISION
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - POC POINT ON CURVE
 - R RADIUS
 - Δ CENTRAL ANGLE
 - L ARC LENGTH
 - CB CHORD BEARING
 - CH CHORD DISTANCE
 - C1 TABULATED CURVE DATA
 - L1 TABULATED LINE DATA

- GENERAL NOTES:**
- THIS IS NOT A SURVEY.
 - BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF GRAND RESERVE BOULEVARD AS BEING NORTH 88°49'21" EAST.



ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS

14775 Old St. Augustine Road, Jacksonville, FL 32258

Tel: (904) 642-8550 Fax: (904) 642-4165

Certificate of Authorization No.: LB 3624

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ANDREW O. KNUPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 8511

SCALE: 1"=200'

DATE: JANUARY 11, 2018

EXHIBIT B

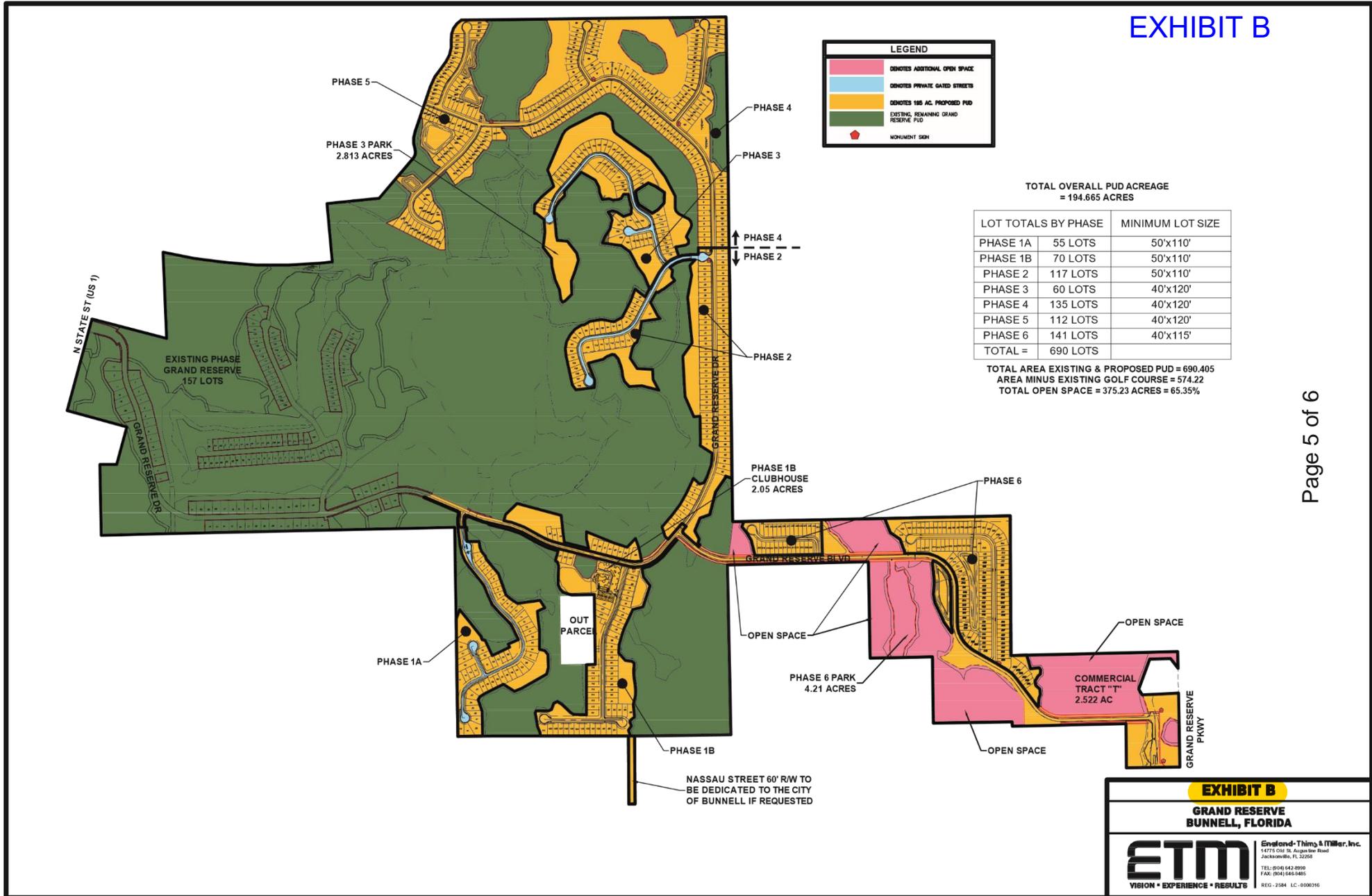


EXHIBIT B
GRAND RESERVE BUNNELL, FLORIDA

ETM Enland-Thiny & Miller, Inc.
 VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road
 Jacksonville, FL 32258
 TEL: (904) 642-2900
 FAX: (904) 646-0485
 REG. 2584 LC-0000310



City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 12/9/2022 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-02 Requesting to change the official zoning map for 6.68± acres of land, owned by Jeremy and Jill Barton, Bearing the Parcel ID: 16-13-30-0000-01020-0010, from the Flagler County "AC, Agriculture District" to the City of Bunnell "AG&S, Agricultural and Silviculture District" - First Reading
Agenda Section: Ordinances: (Legislative): None
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2023-02 Zoning Map Amendment	Ordinance
Subject Property Proposed Zoning Map	Location Map(s)
Subject Property Current Zoning Map	Exhibit

Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 6.68± acre property from the Flagler County "AC, Agriculture District" to the City of Bunnell "AG&S, Agricultural and Silviculture District".

In accordance with the local notification procedures, letters providing the notice of First Reading were mailed on December 19, 2022, to adjacent property owners within 300 feet of the subject property within in the City of Bunnell. The property was posted with information on First Reading on December 20, 2022.

Background:

The subject property, owned by Jeremy and Jill Barton, is approximately 6.68± acres according to the Flagler County Property Appraiser. The applicant plans to construct a single-family residential home on the property.

The subject property currently has a zoning designation of Flagler County "AC Agriculture District" and a Future Land Use designation of City of Bunnell "Agriculture and Silviculture". Under the current zoning designation, the applicant is unable to pull any building permits.

During the mass annexations between 2005 and 2009, the subject property, along with several surrounding parcels, were annexed into the City and were given a Future Land Use designation of "Agriculture and Silviculture". During that process, the zoning designation was not changed. To correct the issue created from this, the City of Bunnell conducted a mass rezoning project and divided it into three phases. The first phase of this project was recently adopted which rezoned property to match the Future Land Use designation, but it excluded parcels that contained a conservation. Phase two, which is currently in the works, will rezone parcels that have conservation and Flagler County zoning, which the subject property is currently designated.

The proposed zoning classification is "AG&S, Agricultural and Silviculture District". This district allows for agricultural and silvicultural uses while also accommodating for low density residential development at one dwelling unit per five acres. The proposed AG&S zoning is consistent with the current FLUM designation.

Staff Recommendation:

Approve Ordinance 2023-02 changing the official zoning map for the subject property from Flagler County "AC, Agriculture District" to City of Bunnell "AG&S, Agricultural and Silviculture District". - First Reading

City Attorney Review:

Reviewed and approved for legal sufficiency

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-02

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 6.68± ACRES, OWNED BY JEREMY AND JILL BARTON, BEARING PARCEL ID: 16-13-30-0000-01020-0010 LOCATED WEST OF THE INTERSECTION OF COUNTY ROAD 304 AND SWEETWATER TRAIL WITHIN THE BUNNELL CITY LIMITS FROM THE FLAGLER COUNTY “AC AGRICULTURAL DISTRICT” TO THE CITY OF BUNNELL “AG&S, AGRICULTURAL AND SILVICUTLURE DISTRICT”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jeremy and Jill Barton, the owners of certain real property, which land totals 6.68± acres in size located at 5500 County Road 304 and is assigned Tax Parcel Identification Number 16-13-30-0000-01020-0010 by the Property Appraiser of Flagler County; and

WHEREAS, Jeremy and Jill Barton have applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell “AG&S, Agricultural and Silviculture” district zoning classification from the existing Flagler County “AC, Agricultural District” zoning classification; and

WHEREAS, the City’s Community Development Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on December 13, 2022 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is 6.68± acres in size, is located 5500 County Road 304 in the City of Bunnell.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida Law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling 6.68± acres in size, shall be rezoned to the City of Bunnell “AG&S, Agricultural and Silviculture District” zoning classification from the existing Flagler County “AC, Agricultural District” zoning classification;

LEGAL DESCRIPTION: A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 13 SOUTH, RANGE 30 EAST AND SECTIN 16, TOWNSHIP 13 SOUTH, RANGE 30 EAST OF THE TALLAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 30 EAST, POINT ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 16, BEAR 500°58'50"E ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 567.91 FEET TO THE NORTHWESTERLY RIGH-OF-WAY OF COUNTY ROAD 304 (100'R/W) FORMERLY KNOWN AS STATE ROAD 304; THENCE BEAR N41°57'51"E ALONG THE NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 760.49 FEET TO THE NORTH LINE OF SECTION 21 AND THE SOUTH LINE OF SECTION 16; THENCE CONTINUE N41°57'51"E ALONG THE NORTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 280.10 FEET; THENCE N48°02'09"W, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 447.70 FEET; THENCE S88°31'38"W, A DISTANCE OF 384.14 FEET TO THE WEST LINE OF SECTION 16; THENCE S01°28'22"E A DISTANCE OF 495.55 FEET TO THE SOUTHWEST CORNER OF SECTION 16, THE NORTHWEST CORNER OF SECTION 21 AND THE POINT OF BEGINNING OF THIS DESCRIPTION

ADDRESS: 5500 County Road 304

TAX PARCEL IDENTIFICATION NUMBER: 16-13-30-0000-01020-0010

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 9th day of January, 2023.

Second/Final Reading: adopted on this _____ day of _____, 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____

Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, CMC, City Clerk

Exhibit "A"

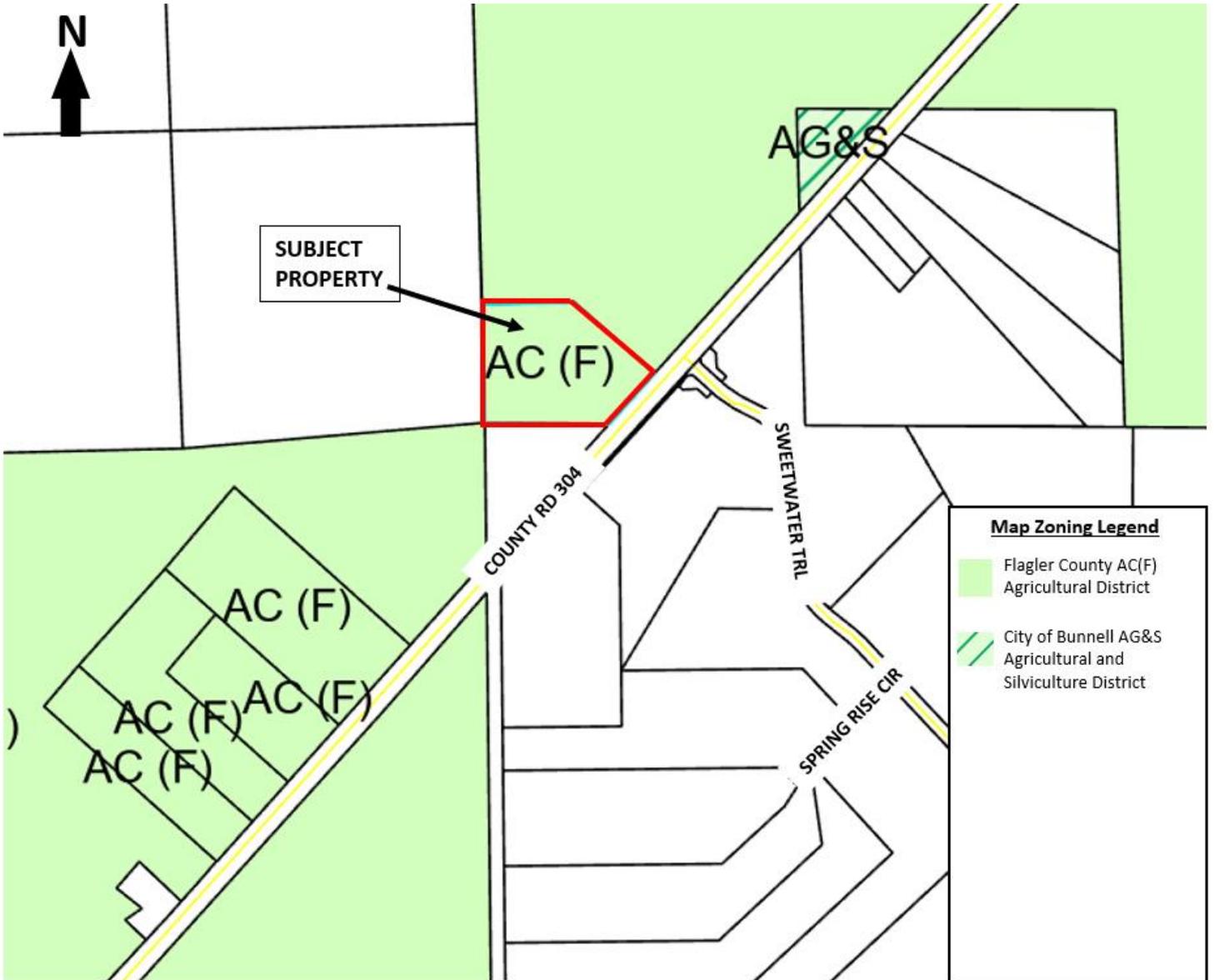
Proposed Zoning



Proposed Zoning Map



Current Zoning Map





City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 12/21/2022 Amount:
Department: Community Development Account #:
Subject: Request Preliminary Plat Approval for Grand Reserve Phase 3
Agenda Section: New Business:
Goal/Priority: Increase Economic Base, Infrastructure

ATTACHMENTS:

Description	Type
Location Map (Grand Reserve Ph 3)	Location Map(s)
Proposed Preliminary Subdivision Plat (Grand Reserve Ph 3)	Plans

Summary/Highlights:

This is a request for a Preliminary Plat approval for a new phase in the Grand Reserve Master Planned Subdivision. This request is for the phase identified as Phase 3 and approved in May of 2018 as a portion of the Planned Unit Development (PUD) Agreement.

Background:

DR Horton and Deer Run Community Development District (CDD) are the current owners of the subject parcels that are requesting a Preliminary Plat approval of Phase 3 of the Grand Reserve Master Planned Subdivision.

The subject 24.51-acre area will be subdivided to create a total number of 60 single-family residential lots and various tracts that are assigned for use as open space or infrastructure which includes but not limited to roads and lift station, etc.

Staff Recommendation:

Staff recommends approval of the Preliminary Subdivision Plat for Grand Reserve Phase 3, bearing a total of 60 residential lots that are based on adherence to the City's 2035 Comprehensive Plan and Section 30-53 of the Land Development Code.

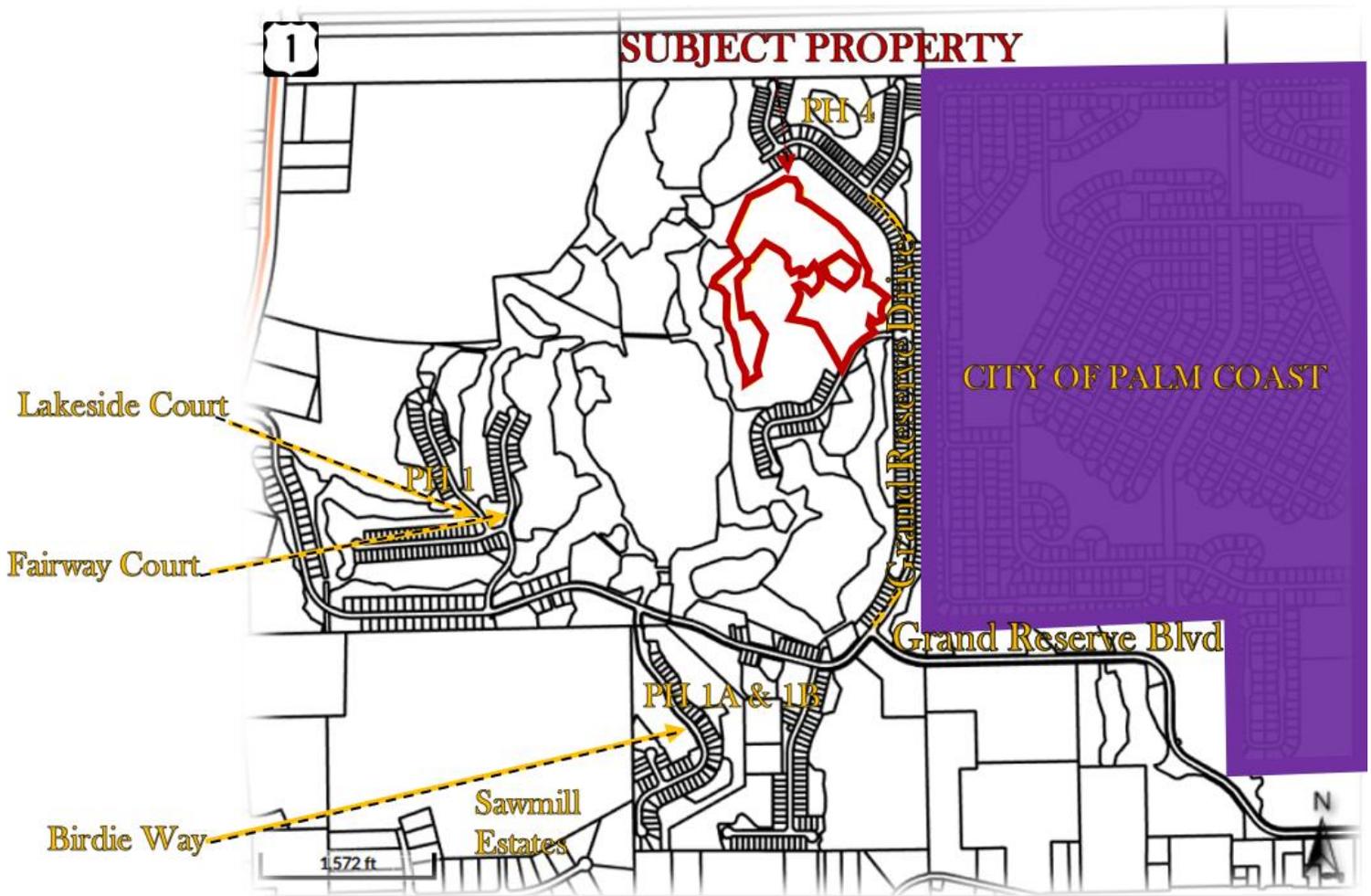
City Attorney Review:

Reviewed and approved for legal sufficiency.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.



LOCATION MAP

GRAND RESERVE PHASE 3

A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,
OF THE PUBLIC RECORDS OF SAID COUNTY.

PRELIMINARY PLAT BUNNELL, FLORIDA

LEGAL DESCRIPTION

A portion of Section 2, Township 12 South, Range 30 East, City of Bunnell, Flagler County, Florida, being a replat of a portion of Parcels 2 and 14 as depicted on Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Tract 2-1, as depicted on Grand Reserve Phase 2, a plat recorded in Map Book 39, pages 68 through 73 of said Public Records; thence South 00°43'49" East, along the Westerly line of said Tract 2-1 and its Southerly prolongation, 60.05 feet to a point lying on the Northwesterly right of way line of Lob Wedge Lane, a private 50 foot right of way as presently established; thence South 89°18'08" West, along said Northwesterly right of way line 83.06 feet to the point of curvature of a curve concave Southerly having a radius of 325.00 feet; thence Westerly along said Northwesterly right of way line, through a central angle of 17°16'05", an arc length of 97.95 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 80°40'06" West, 97.58 feet.

From said Point of Beginning, thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 325.00 feet, through a central angle of 44°03'05", an arc length of 249.87 feet to point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 50°00'31" West, 243.76 feet; thence South 27°58'58" West, 166.26 feet; thence North 57°52'26" West, 15.81 feet; thence North 22°39'05" West, 125.74 feet; thence North 36°55'09" West, 103.10 feet; thence North 26°48'19" West, 59.61 feet; thence North 27°28'09" West, 97.15 feet; thence North 53°37'09" West, 95.34 feet; thence North 82°53'16" West, 118.67 feet; thence North 80°25'46" West, 61.75 feet; thence North 19°14'06" East, 66.69 feet; thence North 36°57'14" East, 79.60 feet; thence North 14°00'51" East, 90.42 feet; thence North 18°47'15" West, 37.25 feet; thence North 35°53'46" West, 47.70 feet; thence North 73°00'25" East, 45.72 feet; thence South 72°44'58" East, 41.39 feet; thence South 55°16'42" East, 73.67 feet; thence North 71°32'36" East, 74.88 feet; thence North 04°30'17" East, 62.49 feet to a point on a non-tangent curve concave Easterly having a radius of 260.00 feet; thence Northerly along the arc of said curve, through a central angle of 12°52'41", an arc length of 58.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°19'39" West, 58.32 feet; thence North 10°53'19" West, 65.22 feet; thence South 88°21'51" West, 42.99 feet; thence South 34°30'26" West, 42.30 feet; thence South 65°35'00" West, 30.49 feet; thence South 85°25'10" West, 49.08 feet; thence North 72°26'08" West, 40.82 feet; thence South 80°59'20" West, 59.40 feet; thence North 21°06'26" West, 68.79 feet; thence North 09°27'58" West, 56.94 feet; thence North 29°37'59" West, 69.53 feet; thence North 58°03'56" West, 91.03 feet; thence North 63°49'43" West, 60.49 feet; thence South 41°40'30" West, 233.66 feet; thence South 02°09'20" East, 43.09 feet; thence South 43°50'24" West, 62.53 feet; thence South 34°33'46" West, 75.01 feet; thence South 11°05'39" West, 52.93 feet; thence South 04°30'32" East, 219.19 feet to a point on a non-tangent curve concave Easterly having a radius of 140.00 feet; thence Southerly along the arc of said curve, through a central angle of 16°41'28", an arc length of 40.78 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 13°10'45" East, 40.64 feet; thence South 84°35'58" East, along a non-tangent line, 97.24 feet; thence South 37°13'38" East, 141.91 feet; thence South 12°34'51" East, 66.36 feet; thence South 17°01'15" West, 99.83 feet; thence South 20°26'57" West, 32.76 feet to a point on a non-tangent curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of 42°11'21", an arc length of 36.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°26'57" West, 35.99 feet; thence South 20°26'57" West, along a non-tangent line, 35.32 feet; 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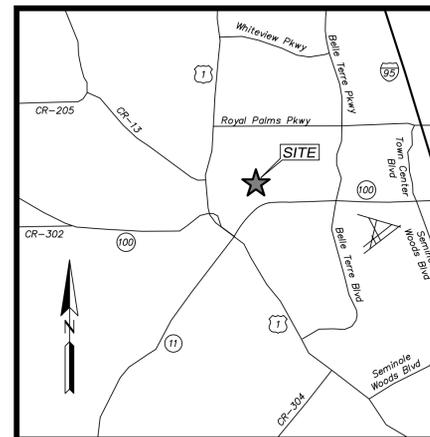
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Containing 24.51 acres, more or less.

TOTAL ACREAGE OF
GRAND RESERVE PHASE 3: 24.51 ACRES, MORE OR LESS



VICINITY MAP
(NOT TO SCALE)

Owner: D.R. Horton, Inc. – Jacksonville
4220 Race Track Road
St. Johns, Florida 32259

INDEX OF SHEETS

-- COVER SHEET
1-5 GRAND RESERVE PHASE 3

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

GRAND RESERVE PHASE 3

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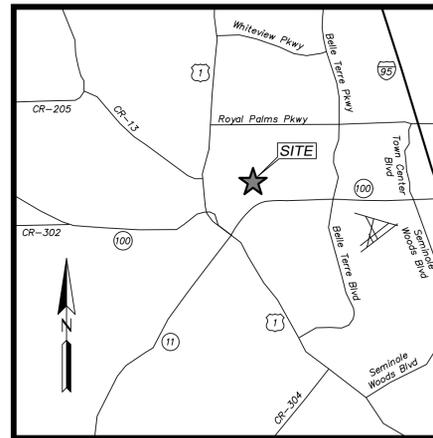
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Containing 24.51 acres, more or less.



VICINITY MAP (NOT TO SCALE)

CERTIFICATE OF APPROVAL

This is to certify that on the _____ day of _____, 2022 the foregoing plat was approved by the City of Bunnell, Florida.

By: _____
Mayor, City of Bunnell

By: _____
City Clerk

By: _____
City Attorney

By: _____
Chair, Planning, Zoning and Appeals

CERTIFICATE OF CLERK

I hereby certify that the foregoing plat was filed for record on the _____ day of _____, 2022 at _____ File No. _____

By: _____
Clerk and Ex-Officio Clerk to the Board of County Commissioners Flagler County, Florida

REVIEWING ENGINEER'S CERTIFICATION

I hereby certify, that the undersigned, is a licensed Engineer, and is either employed or under contract with Flagler County. I also certify that I am not representing the owner or owners of record and have reviewed this plat.

Date : _____

By : _____
Print Name : _____
Florida Professional Engineer
License Number _____

REVIEWING SURVEYOR'S CERTIFICATION

I hereby certify, that the undersigned, is a licensed Professional Surveyor and Mapper, and is either employed or under contract with City of Bunnell / Flagler County. I also certify that I am not representing the owner or owners of record and have reviewed this plat and found it to comply with the requirements of Part 1, Chapter 177, Florida Statutes.

Date : _____

By : _____
Print Name : _____
Florida Professional Surveyor and Mapper
Certificate No. LS _____

ADOPTION AND DEDICATION

This is to certify that D.R. Horton, Inc. - Jacksonville, a Delaware corporation ("Owner"), is the fee simple owner of the lands described in the caption hereon known as GRAND RESERVE PHASE 3, has caused the same to be surveyed and subdivided, and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of those lands.

Tracts "A-1" and "A-2" for Private Road & Common Area as shown on this plat shall remain privately owned and the sole and exclusive property of the Owner, its successors and assigns, being reserved as private roadway tract serving abutting lots for ingress, egress, utilities, drainage and other purposes not inconsistent with this reservation and is the perpetual maintenance obligation of the Owner, its successors and assigns, without recourse to the City of Bunnell; provided however, the undersigned Owner reserves the right to assign the obligation for maintenance of said tract to a property owners association or other such entity or person as will assume all obligation of maintenance and operation thereof under the plat.

A utility easement is dedicated to the City of Bunnell over all private rights of way for the construction, operation, and maintenance of utility facilities.

Drainage Tracts "B", "C" and "H" are hereby retained by the undersigned Owner, its successors and assigns. The obligation for maintenance of all drainage facilities located therein shall be that of the Owner, its successors and assigns, without recourse to the City of Bunnell; provided however, the undersigned Owner reserves the right to assign the obligation for maintenance of said easements to a property owners association or other such entity or person as will assume all obligation of maintenance and operation thereof under the plat.

Conservation Area Tracts "D" and "E" are hereby retained by the undersigned Owner, its successors and assigns.

Open Space Tracts "F", "G", "I" and "J" are hereby retained by the undersigned Owner, its successors and assigns.

Park Tract "K" is hereby retained by the undersigned Owner, its successors and assigns.

Those easements designated as "FPL Easements" are hereby irrevocably dedicated to Florida Power & Light Company, its successors and assigns, for its exclusive use in conjunction with its underground electrical system.

A ten foot (10') wide non-exclusive utility easement is hereby granted to any public or private utility provider along the frontage of all lots and tracts adjacent to where applicable.

In witness whereof, the undersigned Owner has executed this plat on the _____ day of _____, 2022.

OWNER: D.R. Horton, Inc. - Jacksonville
a Delaware corporation

Witness _____

Printed Name _____

Witness _____

Printed Name _____

BY: _____
Philip A. Fremento
Vice President

STATE OF FLORIDA, COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [____] physical presence or [____] online notarization, this _____ day of _____, 2022, by Philip A. Fremento, Vice President, of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the corporation, who [____] is personally known to me or who [____] has produced _____ as identification.

Notary Public, State of Florida at Large

Printed Name _____

My Commission expires _____
Commission Number _____

Owner: D.R. Horton, Inc. - Jacksonville
4220 Race Track Road
St. Johns, Florida 32259

SURVEYOR'S CERTIFICATE

Know all men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that the above plat was made under the undersigned's responsible direction and supervision, and that the plat complies with all of the survey requirements of Part 1, Chapter 177, Florida Statutes.

Signed and sealed this _____ day of _____, 2022.

Andrew O. Knuppel
Professional Surveyor and Mapper
State of Florida Registered Surveyor No. 6511

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. L.B. 3624

GRAND RESERVE PHASE 3

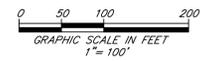
A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 30 EAST, CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA,
BEING A REPLAT OF A PORTION OF DEER RUN R-2, AS RECORDED IN MAP BOOK 37, PAGES 80 THROUGH 93,
OF THE PUBLIC RECORDS OF SAID COUNTY.



- NOTES:**
- 1) Bearings shown are referenced to the State Plane coordinates as indicated herein and are based on the boundary line of Grand Reserve Phase 2 as being South 00°43'49" East.
 - 2) Coordinates based on GPS observation of the following National Geodetic Survey Control Station "FLBN" (Palm Coast) coordinates:
Station "FLBN" (Palm Coast) coordinates:
N 1912449.285 E 564922.441
Coordinate Datum: State Plane values reference Florida East Zone,
North American Datum 1983 (2011) and are in U.S. survey feet.
 - 3) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not depicted on this plat that may be found in the Public Records of this county.
 - 4) Pursuant to the provisions of Section 177.091(28), Florida Statutes, all platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.
 - 5) Nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.
 - 6) There is reserved a 10 foot easement for utilities, landscape, irrigation and sidewalks along the front of all lots and tracts.
 - 7) Seminole Woods and Deer Run R-2 lot and tract lines depicted herein are graphic representations only and do not reflect field measure unless otherwise noted.

LEGEND

- DENOTES SET P.R.M., 4"x4" C.M. STAMPED L.B.#3624, UNLESS OTHERWISE NOTED
- DENOTES P.C.P., STAMPED L.B.#3624, PERMANENT REFERENCE MONUMENT CONCRETE MONUMENT
- P.R.M. PERMANENT REFERENCE MONUMENT
- C.M. CONCRETE MONUMENT
- P.C.P. PERMANENT CONTROL POINT
- L.B. LICENSED BUSINESS
- RB&C REBAR AND CAP IDENTIFICATION
- ID IDENTIFICATION
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- OB CHORD BEARING
- CH CHORD DISTANCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.C.C. POINT OF COMPOUND CURVATURE
- P.R.C. POINT OF REVERSE CURVATURE
- C/L CENTERLINE
- CL TABULATED CURVE DATA
- LI TABULATED LINE DATA
- (NR) NON-RADIAL
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- M.B. MAP BOOK
- P.G. PAGE
- O.R.B. OFFICIAL RECORDS BOOK
- UE UTILITY EASEMENT
- ESMT EASEMENT
- ③ MATCHLINE SHEET REFERENCE NUMBER

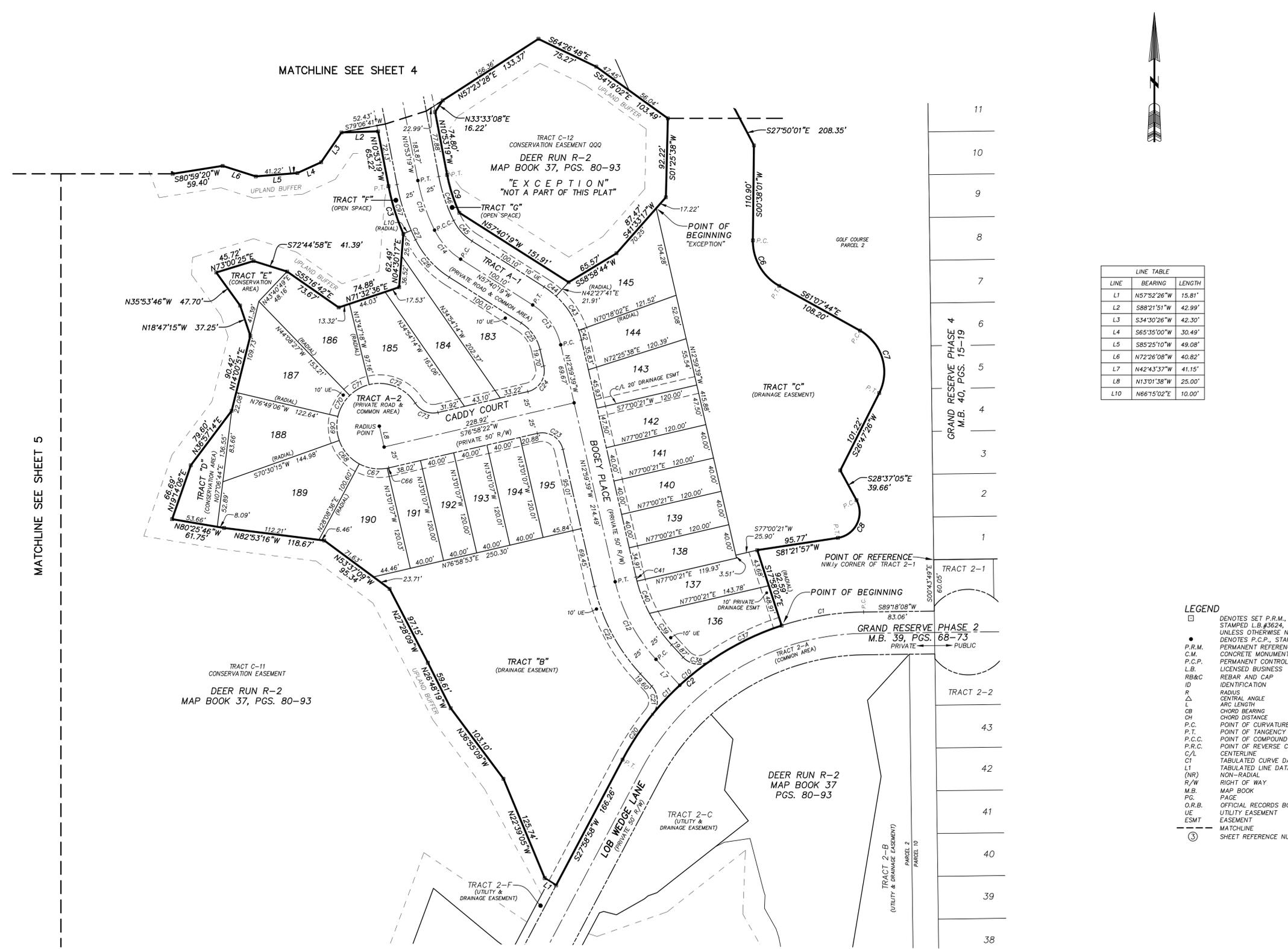


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SHEET 3 OF 5 SHEETS
SEE SHEET 2 FOR NOTES



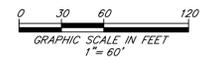
LINE TABLE

LINE	BEARING	LENGTH
L1	N57°52'26"W	15.81'
L2	S88°21'51"W	42.99'
L3	S34°30'26"W	42.30'
L4	S65°35'00"W	30.49'
L5	S85°25'10"W	49.08'
L6	N72°26'08"W	40.82'
L7	N42°43'37"W	41.15'
L8	N13°01'38"W	25.00'
L10	N66°15'02"E	10.00'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	325.00'	17°16'05"	97.95'	S80°40'06"W	97.58'
C2	325.00'	44°03'05"	249.87'	S50°00'31"W	243.76'
C3	260.00'	12°52'41"	58.44'	N17°19'39"W	58.32'
C6	60.00'	61°45'45"	64.68'	S30°14'52"E	61.59'
C7	55.00'	87°55'10"	84.40'	S17°10'09"E	76.36'
C8	30.00'	109°59'02"	57.59'	S26°22'26"W	49.14'
C9	190.00'	14°02'13"	46.55'	N17°54'25"W	46.43'
C10	325.00'	8°12'11"	46.53'	S51°32'29"W	46.49'
C11	325.00'	8°13'25"	46.65'	S43°19'41"W	46.61'
C12	200.00'	29°43'58"	103.79'	N27°51'38"W	102.63'
C13	75.00'	44°40'40"	58.48'	N35°19'59"W	57.01'
C14	85.00'	31°09'32"	46.22'	N42°05'33"W	45.66'
C15	225.00'	15°37'28"	61.36'	N18°42'03"W	61.17'
C20	325.00'	11°14'01"	63.72'	S33°35'58"W	63.62'
C21	25.00'	81°36'36"	35.75'	N01°45'19"W	32.78'
C22	225.00'	29°43'58"	116.76'	S27°51'38"E	115.45'
C23	25.00'	90°01'59"	39.28'	N58°00'39"W	35.37'
C24	25.00'	89°58'01"	39.26'	N31°59'21"E	35.35'
C25	50.00'	44°40'40"	38.99'	N35°19'59"W	38.01'
C26	110.00'	31°09'32"	59.82'	S42°05'33"E	59.09'
C27	250.00'	2°44'45"	11.98'	S25°08'25"E	11.98'
C37	325.00'	16°23'28"	92.98'	S63°50'18"W	92.66'
C38	25.00'	81°37'49"	35.62'	S83°32'31"E	32.68'
C39	175.00'	14°48'01"	45.20'	S35°19'37"E	45.08'
C40	175.00'	13°15'51"	40.51'	S21°17'40"E	40.42'
C41	175.00'	1°40'06"	5.10'	S13°49'42"E	5.10'
C42	100.00'	6°42'19"	11.70'	N16°20'49"W	11.70'
C43	100.00'	27°49'26"	48.56'	N33°36'41"W	48.09'
C44	100.00'	10°08'54"	17.71'	N52°35'52"W	17.69'
C46	200.00'	15°37'28"	54.54'	S18°42'03"E	54.37'
C66	50.00'	2°16'13"	1.98'	N78°06'28"E	1.98'
C67	50.00'	38°54'01"	33.95'	S81°18'25"E	33.30'
C68	50.00'	42°21'39"	36.97'	S40°40'35"E	36.13'
C69	50.00'	32°40'39"	28.52'	S03°09'26"E	28.13'
C70	50.00'	32°40'39"	28.52'	S29°31'14"W	28.13'
C71	50.00'	30°21'09"	26.49'	S61°02'07"W	26.18'
C72	50.00'	71°17'24"	62.21'	N68°08'36"W	58.28'
C73	25.00'	70°31'44"	30.77'	S67°45'47"E	28.87'
C97	250.00'	12°52'43"	56.19'	S17°19'41"E	56.08'

- LEGEND
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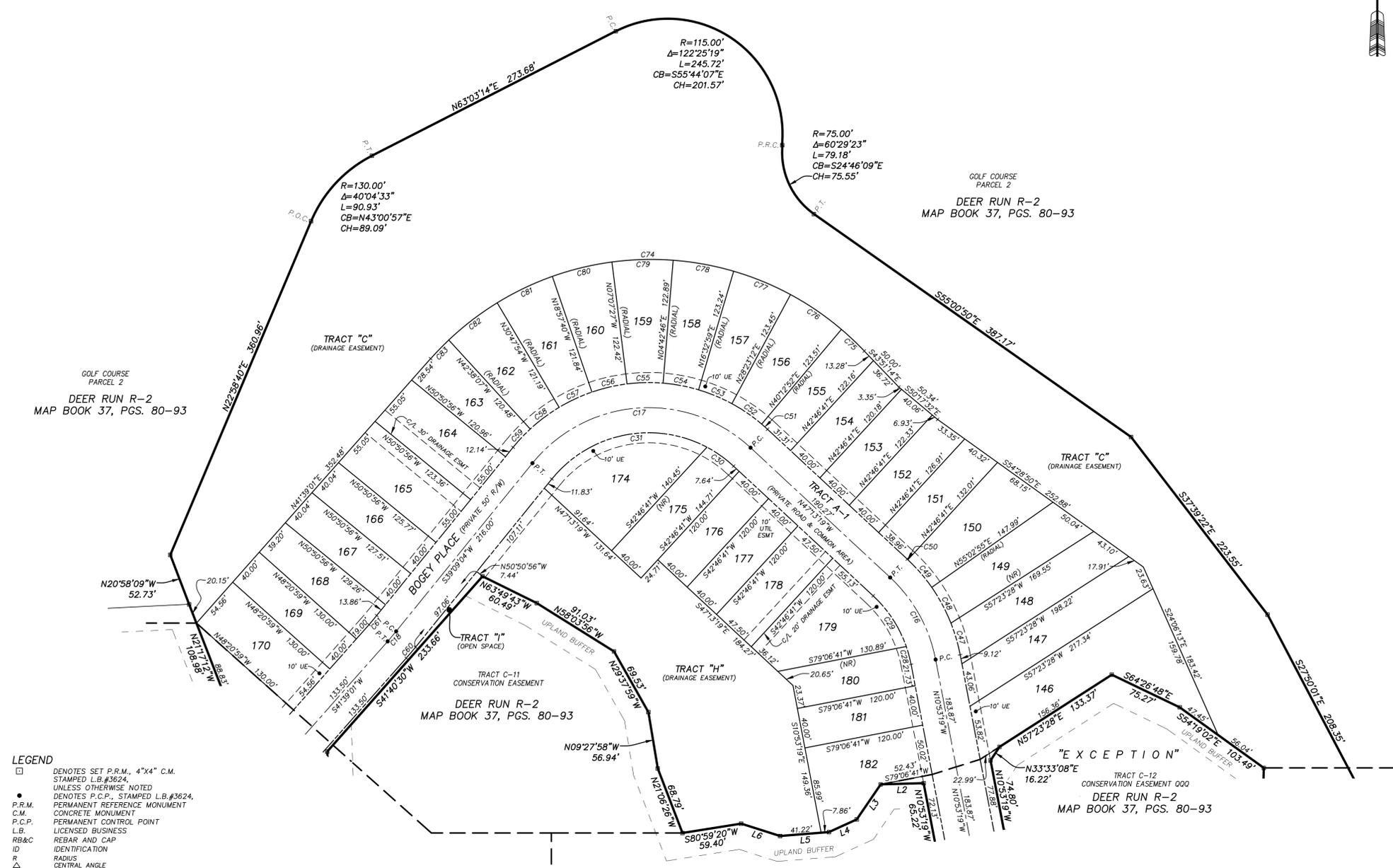


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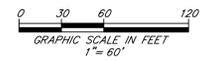
SHEET 4 OF 5 SHEETS
SEE SHEET 2 FOR NOTES



CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C16	150.00'	36°20'00"	95.12'	N29°03'19"W	93.53'
C17	150.00'	93°37'36"	245.11'	S85°57'52"W	218.74'
C18	300.00'	2°29'57"	13.09'	S40°24'03"W	13.08'
C28	125.00'	8°24'21"	18.34'	N15°05'30"W	18.32'
C29	125.00'	27°55'39"	60.93'	N33°15'30"W	60.33'
C30	125.00'	15°00'13"	32.73'	N54°43'26"W	32.64'
C31	125.00'	78°37'24"	171.53'	S78°27'46"W	158.38'
C47	175.00'	10°46'18"	32.90'	N16°16'28"W	32.85'
C48	175.00'	131°7'27"	40.59'	N28°18'21"W	40.50'
C49	175.00'	11°55'50"	36.44'	N40°55'00"W	36.37'
C50	175.00'	0°20'25"	1.04'	N47°03'07"W	1.04'
C51	175.00'	2°33'49"	7.83'	N48°30'14"W	7.83'
C52	175.00'	11°49'40"	36.13'	N55°41'58"W	36.06'
C53	175.00'	11°50'13"	36.15'	N67°31'54"W	36.09'
C54	175.00'	11°50'13"	36.15'	N79°22'07"W	36.09'
C55	175.00'	11°50'13"	36.15'	S88°47'39"W	36.09'
C56	175.00'	11°50'13"	36.15'	S76°57'26"W	36.09'
C57	175.00'	11°50'13"	36.15'	S65°07'13"W	36.09'
C58	175.00'	11°50'13"	36.15'	S53°17'00"W	36.09'
C59	175.00'	8°12'49"	25.09'	S43°15'29"W	25.07'
C60	325.00'	2°29'57"	14.18'	N40°24'03"E	14.18'
C61	275.00'	2°29'57"	12.00'	N40°24'03"E	11.99'
C74	295.00'	94°40'43"	487.47'	S88°59'23"W	433.87'
C75	295.00'	6°06'07"	31.42'	N46°43'19"W	31.40'
C76	295.00'	11°58'04"	61.62'	N55°45'24"W	61.51'
C77	295.00'	11°58'18"	61.64'	N67°43'35"W	61.53'
C78	295.00'	11°57'38"	61.58'	N79°41'33"W	61.47'
C79	295.00'	11°56'39"	61.50'	S88°21'18"W	61.39'
C80	295.00'	11°55'24"	61.39'	S76°25'17"W	61.28'
C81	295.00'	11°53'55"	61.26'	S64°30'38"W	61.15'
C82	295.00'	11°52'17"	61.12'	S52°37'32"W	61.01'
C83	295.00'	5°02'22"	25.95'	S44°10'12"W	25.94'

LINE TABLE		
LINE	BEARING	LENGTH
L2	S88°21'51"W	42.99'
L3	S34°30'26"W	42.30'
L4	S65°35'00"W	30.49'
L5	S85°25'10"W	49.08'
L6	N72°26'08"W	40.82'

- LEGEND**
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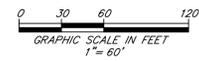
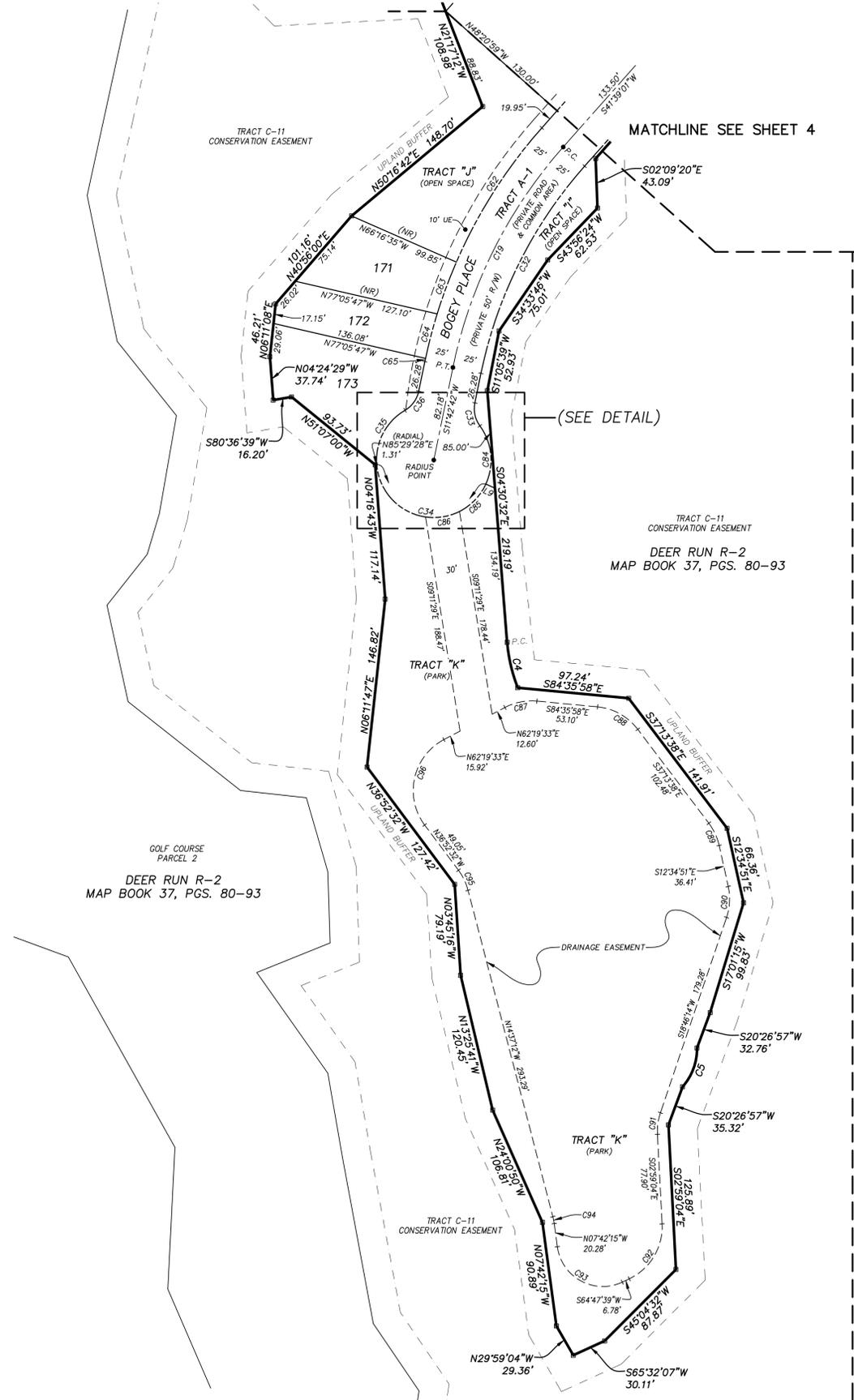
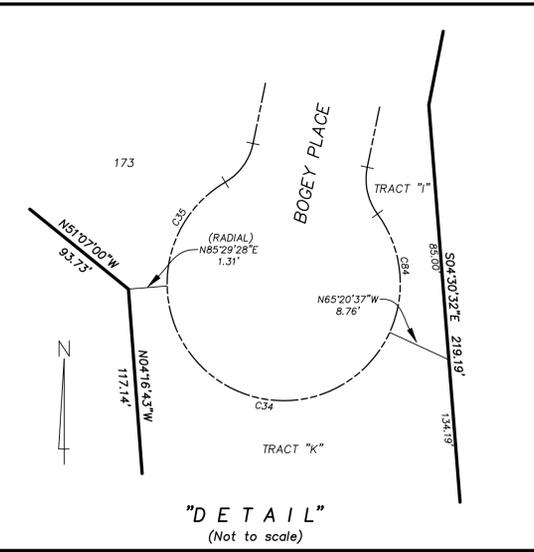
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SHEET 5 OF 5 SHEETS
SEE SHEET 2 FOR NOTES

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C4	140.00'	16°41'28"	40.78'	S13°10'45"E	40.64'
C5	50.00'	42°11'21"	36.82'	S20°26'57"W	35.99'
C19	415.00'	29°56'20"	216.85'	S26°40'52"W	214.39'
C32	390.00'	29°56'20"	203.79'	S26°40'52"W	201.48'
C33	25.00'	48°11'23"	21.03'	S12°23'00"E	20.41'
C34	50.00'	150°50'05"	131.63'	S79°55'35"E	96.78'
C35	50.00'	64°24'37"	56.21'	S27°41'46"W	53.30'
C36	25.00'	48°11'23"	21.03'	N35°48'23"E	20.41'
C62	440.00'	18°06'27"	139.05'	S32°35'48"W	138.48'
C63	440.00'	6°15'10"	48.02'	S20°25'00"W	47.99'
C64	440.00'	5°12'47"	40.03'	S14°41'01"W	40.02'
C65	440.00'	0°21'56"	2.81'	S11°53'40"W	2.81'
C84	50.00'	61°08'04"	53.35'	N05°54'39"W	50.85'
C85	50.00'	38°41'41"	33.77'	N44°00'13"E	33.13'
C86	50.00'	34°54'55"	30.47'	N80°48'31"E	30.00'
C87	50.00'	33°04'29"	28.86'	S78°51'48"W	28.46'
C88	50.00'	47°22'20"	41.34'	N60°54'48"W	40.17'
C89	50.00'	24°38'47"	21.51'	N24°54'15"W	21.34'
C90	50.00'	31°21'05"	27.36'	N03°05'42"E	27.02'
C91	50.00'	21°45'18"	18.98'	S07°53'35"W	18.87'
C92	50.00'	67°46'43"	59.15'	N30°54'17"E	55.76'
C93	40.00'	107°30'06"	75.05'	S61°27'18"E	64.52'
C94	50.00'	6°54'57"	6.04'	N11°09'44"W	6.03'
C95	50.00'	22°15'20"	19.42'	N25°44'52"W	19.30'
C96	50.00'	99°12'05"	86.57'	S12°43'31"W	76.15'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N65°20'37"W	8.76'

- LEGEND**
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