Adopted 6/12/18

MEMBERS PRESENT: Michael Boyd, Vice-Chairman Timothy Conner, Anthony Lombardo, and Laureen Kornel

MEMBERS ABSENT: Chairman Mark Langello (excused)

STAFF PRESENT: Sally Sherman, Senior Special Projects Coordinator; Adam Mengel, Planning Director; and Gina Lemon, Development Review Planner III

BOARD COUNSEL: Kate Stangle, with Broad and Cassel

Vice-Chairman Conner called the meeting to order

1. Roll Call.
   Attendance was confirmed by Ms. Lemon and a quorum was present.

2. Pledge of Allegiance.
   Vice-Chairman Conner led the Pledge of Allegiance to the Flag.

3. Approval of the April 10, 2018 regular meeting minutes.

   Motion to approve the April 10, 2018 minutes by Ms. Kornel and seconded by Mr. Boyd.

   Approved unanimously.

4. Quasi-judicial requiring disclosure of ex parte communication:
   Application #3131 – APPLICATION FOR VARIANCE – request for a 15 foot rear yard setback variance for a screen porch at 31 Treetop Circle. Parcel Number: 03-13-31-5120-1A060-0310; 10,024 +/- square feet. Owners/Applicants: Wayde L. Sumerix and Denise Faulk.

Vice-Chairman Conner asked for ex-parte disclosures; no disclosures were made.

Mr. Adam Mengel, Planning Director, presented the staff report and staff recommendation:

Staff recommends that the Planning and Development Board find that all the variance criteria as listed in the guidelines at the Land Development Code Section 3.07.03E have been met and therefore approved the 12 foot rear yard setback variance from the minimum 15 foot rear yard setback for the replacement of an existing screen porch at 31 Treetop Circle.
Vice-Chairman Conner asked if the area behind the home owned by the Homeowners Association is within a conservation easement or protected land and is there any utilities in that area?

Mr. Mengel responded that the property is not conservation but is part of the community stormwater system and is not aware of any utilities in the easement that runs along the rear of the property.

Ms. Kornel asked if there was any comments from the surrounding property owners.

Mr. Mengel responded no.

Vice-Chairman Conner asked the applicant if they wanted to make a presentation.

Wayde Sumerix, 31 Treetop Circle, Applicant, gave a brief overview of his request and provided the Board with a handout that is attached to these minutes as Exhibit “4-1” depicting the screen porch Pre- and Post-Hurricane Irma and the basis for his request.

Vice-Chairman Conner opened the Public Hearing. Seeing none he closed the Public Hearing

Vice-Chairman Conner asked if the Board had any additional questions. Seeing none, he asked for a motion.

Motion to approve the staff recommendation of a 12 foot rear yard setback variance made by Ms. Kornel, seconded by Mr. Lombardo.

Motion carried unanimously.

5. Legislative not requiring disclosure of ex parte communication:

Mr. Mengel, Planning Director, presented the staff report and staff recommendation:

Staff recommends the Planning and Development Board recommend to the Board of County Commissioners approval of Application #3134, a Future Land Use Map amendment form Mixed
Adopted 6/12/18

Use: Low Intensity, Low to Medium-Density to Residential Medium Density for parcel #40-11-31-2984-000E1-0180, finding that the Future Land Use Map is consistent with the Goals, Objectives, and Policies of the adopted Comprehensive Plan.

Vice-Chairman Conner asked the applicant if the applicant would like to make a presentation.

Robert Dickinson, Dickinson Consulting, 33 Old Kings Road North, Applicant, stated that Mr. Mengel gave a thorough presentation and he will be available for any questions.

Vice-Chairman Conner asked if anyone in the public would like to speak on this item; seeing none, Mr. Conner asked if the Board had any additional questions. Seeing none, he asked for a motion.

Motion to approve staff recommendation made by Ms. Kornel, seconded by Mr. Boyd.

Motion carried unanimously.

6. Quasi-judicial requiring disclosure of ex parte communication:

Application #3133 – APPLICATION FOR SITE DEVELOPMENT PLAN IN A PUD (PLANNED UNIT DEVELOPMENT) – request for review of a Site Development Plan in a PUD for Renaissance at Hammock Dunes. Parcel Number: 04-11-31-2984-000E1-0180; 7.77+/- acres. Owner: Oare Associates, LLC/Applicant: Robert E. Dickinson, RLA, Dickinson Consulting, Inc.

Vice-Chairman Conner asked for ex-parte disclosures; no disclosures were made.

Mr. Mengel, Planning Director, presented the staff report and staff recommendation:

Staff recommends the Planning and Development Board recommend to the Board of County Commissioners approval of Application # 3133, Site Development Plan for Renaissance at Hammock Dunes, finding that the proposed PUD Site Development Plan and PUD Development Agreement are consistent with the Comprehensive Plan and the Land Development Code.

Vice-Chairman Conner asked if the PUD Plat comes back for approval, does that require participation of the Dunes Community or is it just limited to this subject parcel?

Mr. Mengel responded that it would be limited to the subject parcel.

Vice-Chairman Conner asked the applicant if the applicant would like to speak.
Robert Dickinson, Dickinson Consulting, 33 Old Kings Road North, Applicant, stated the request is illustrated on the site plan. He spoke of the unique shape of this parcel and the appendage going out to A1A, adding historically this has always been for emergency and construction access. This dimension was based on the bridge having a ramp that was a clover leaf design that took you back to A1A so you wouldn’t have to go to the intersection and turn left and go to A1A. The shape of this parcel was done with the intention that it was going to be a roadway connection through that property: before it was a greenway, it was conservation land within the Hammock Dunes DRI. Our intention is to be cooperative with the County for that requested connection in a very environmental and sensitive way. It will be used during construction and then it will be grassed over and only be a secondary emergency access as required by the County.

Vice-Chairman Conner asked if there would be anything impeding foot traffic over the grassed area after construction is completed for emergency access?

Mr. Dickinson responded not at all.

Jay W. Livingston, Esq., Livingston & Sword, P.A, 393 Palm Coast Pkwy SW, representing the applicant, clarified some history of the road and provided some additional documentation for the record as attached to these minutes as Exhibits “6-1”, “6-2”, and “6-3”.

Vice-Chairman Conner opened the Public Hearing.

Roberta Poletta, 4159 Sanora Lane, Ormond Beach, Volusia County, asked about the trees.

Vice-Chairman Conner closed the public hearing and asked if there were any more comments or questions.

Mr. Mengel commented on additional documents as presented by Mr. Livingston. He then requested an added item to the PUD agreement being a new sub-part G and then all other sub-parts shift down so G through L becomes H through M. This new sub-part G would be: “Proposed temporary construction and permanent emergency access subject to BOCC approval or, alternatively, approval of a waiver of secondary access requirement.”

Vice-Chairman Conner asked for a motion from the Board.

Motion to approve staff recommendation with the additional section G made by Mr. Boyd, seconded by Ms. Kornel, adding a question for discussion.

Ms. Kornel asked about the timing of tree mitigation, if it is to occur at the preliminary plat stage?
Mr. Mengel replied that it can be linked to the plat. By putting it out there now, it can specify a requirement as part of the PUD. A developer can opt to complete final grading now and remove all the trees or let each lot owner complete the grading and preserve or replant 40 percent of the index caliper inches on each lot.

Ms. Kornel asked how the County defines a historic tree?

Mr. Mengel stated that it is a designation made by the Board of County Commissioners. The tree can be a unique size or character for the area, designated by the Board. The Old Moody Homestead trees were designated this way.

Ms. Kornel stated that if there is a historic tree on the site, then it would be within the purview of the Board of County Commissioners then to deal with that.

Mr. Mengel answered yes.

Vice-Chairman Conner asked for additional questions or comments from the Board. Seeing none, he asked for the vote.

Motion carried unanimously.

7. Staff Comments
   Mr. Mengel gave an update on the advertisement for openings on the Planning and Development Board and the update on projects that have been recommended by the Planning and Development Board to the Board of County Commissioners.

8. Board Comments
   None.

9. Public Comments - Each speaker will be allowed up to three minutes to address the Planning and Development Board on any item or topic not on the agenda.
   None.

10. Adjournment
    Motion made by Mr. Boyd at 7:05 p.m.

Prepared by: Wendy Hickey
Reviewed by: Adam Mengel
Exhibit A

31 Treetop Circle

Before Hurricane Irma

After Hurricane Irma
EXHIBIT 6-1

This Document Prepared by:
Jeffrey C. Swier
Granden Oaks Professional Building
595 West Granada Blvd., Suite A
Ormond Beach, FL 32174-9448

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made this 17th day of September, 1998, ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, Grantor, and the COUNTY OF FLAGLER, a Political Subdivision of the State of Florida, with its business mailing address at 1200 E. Moody Blvd., #1, Bunnell, Florida 32110, hereinafter called the Grantee:

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, receipt of which is acknowledged, does hereby grant and convey to the Grantee, its successors and assigns forever, certain land in Flagler County, Florida ("land"), which land is more particularly described below:

See Exhibit "A" Attached hereto

Together with all the riparian and littoral rights pertaining to the land.

TO HAVE AND TO HOLD THE SAME in fee simple subject to the following conditions:

1. PURPOSE. The land shall be used for Public Purposes consistent with its classification pursuant to the Hammock Dunes County Park Regional Impact Development Order Flagler County Resolution 84-7, as amended, (the "Development Order").

AND RESERVING to the Grantor, and its successors and assigns a limited easement for necessary construction and maintenance of the Proposed Hammock Dunes Bridge/Al A South Connector Road over, across and through the land as approved by Flagler County.

AND GRANTOR does hereby warrant to the Grantee that it will warrant and defend the fee simple title of the premises herein conveyed against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name by its proper and duly authorized corporate officers upon the date above given.

Signed, sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

By: James E. Gardner, President

Attest: Robert G. Cuff, Secretary

(CORPORATE SEAL)

Address for all signatures is:
ITT COMMUNITY DEVELOPMENT CORPORATION
1 Corporate Drive
Palm Coast, Florida 32161

5/18/2018
Pond Bld
App 3133
Exhibit 4 of 3
STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 11th day of September, 1998 by James E. Gardner, President and Robert G. Cuff, Secretary of ITT Community Development Corporation, a Delaware corporation, on behalf of the corporation. They are known to me and did not take an oath.

[Signature]
Notary Public, State of Florida

[Seal]
[Seal]

[Stamp]
A PARCEL OF LAND LYING EAST OF STATE ROAD A-1-A WITHIN GOVERNMENT SECTION 3B, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWESTERN CORNER OF LANDS PLANTED AS GRANADA ESTATES SECTION 3, AS RECORDED IN MAP BOOK 29, PAGES 1 THROUGH 4, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE, N 20°35'22" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 680.62 FEET; THENCE, S 69°24'33" W, A DISTANCE OF 116.50 FEET; THENCE, N 20°33'37" W, A DISTANCE OF 535.14 FEET TO THE POINT OF INTERSECTION BETWEEN THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A AND THE SOUTHERLY RIGHT OF WAY OF HAMMOCK DUNES PARKweg; THENCE, NS70°01'36" E, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 131.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°18'41", A RADIUS OF 1532.39 FEET, A CHORD DISTANCE OF 302.03 FEET, AND A CHORD BEARING OF N 53°30'16" E; THENCE, ALONG SAID CURVE A DISTANCE OF 302.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°43'16", A RADIUS OF 1550.00 FEET, A CHORD DISTANCE OF 663.61 FEET AND A CHORD BEARING OF S 08°57'05" E; THENCE ALONG SAID CURVE A DISTANCE OF 867.36 FEET; THENCE, S 20°33'27" E, A DISTANCE OF 35.00 FEET; THENCE, N 69°24'33" E, A DISTANCE OF 89.00 FEET; THENCE, S 69°24'33" E, A DISTANCE OF 136.60 FEET; THENCE, S 21°42'29" W, A DISTANCE OF 106.84 FEET; THENCE, S 08°16'57" W, A DISTANCE OF 477.20 FEET; THENCE, N 20°33'27" E, A DISTANCE OF 64.12 FEET TO THE NORTHERLY LINE OF AFOREMENTIONED GRANADA ESTATES SECTION 3; THENCE, S 69°24'33" W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 76.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.179 ACRES, MORE OR LESS.
ESSENTIALLY BUILT-OUT AGREEMENT
PURSUANT TO SECTION 380.06(15)(G)(4), FLORIDA STATUTES
HAMMOCK DUNES DRI

THIS ESSENTIALLY BUILT-OUT AGREEMENT (the “Agreement”) is made and entered into this 20th day of December, 2011 (the “Effective Date”) by and among FLAGLER COUNTY, a political subdivision of the State of Florida (the “County”), ADMIRAL CORPORATION, a Florida corporation (“Admiral”), ITT CORPORATION, INC., an Indiana corporation (formerly known as ITT Industries, Inc.) (“ITT”), ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation (“TTTCDC”), and the, FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, an agency of the State of Florida (“Department”).

RECITALS:

A. Admiral Corporation (“Admiral”) is the applicant and master developer of the Hammock Dunes Development of Regional Impact (“DRI”), which includes the real property described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

B. Admiral is the applicant for this Essentially Built-Out Agreement, pursuant to Section 380.06(15)(g)(4), Florida Statutes.

C. The terms and conditions for development of the Property are memorialized in Flagler County Resolution No. 84-7 as the Hammock Dunes DRI Development Order dated March 30, 1984, as amended by Resolution Nos. 95-50, 98-10, 2001-135, 2002-107, 2003-21 and 2010-22 (which are collectively referred to herein as the “Development Order”).

D. The original Development Order approved in 1984 included 6,670 residential units, which number of units was reduced to 4,400 in 1995, and which number of units was further
reduced to 3,800 in 2010; however, the Development Order mitigation conditions required to offset the impacts anticipated to be generated by the originally approved 6,670 units were never reduced commensurate with the reduction in the number of residential units.

E. The current DRI build-out and expiration date contained in the Development Order is February 28, 2012.

F. In order to provide financial assurance to the County that Admiral would complete certain improvements if required by the Development Order, ITT, an entity affiliated with Admiral, entered into that certain Guaranty Agreement with the County dated November 24, 1999 and recorded at Official Records Book 676, Page 423, Public Records of Flagler County, Florida (the “ITT Guaranty Agreement”).

G. In order to provide financial assurance to the County that Admiral would complete certain improvements if required by the Development Order, Admiral’s parent company, ITTCDC, entered into that certain Guaranty Agreement with the County dated November 24, 1999 and recorded at Official Records Book 676, Page 432, Public Records of Flagler County, Florida (the “ITTCDC Guaranty Agreement”)(the ITT Guaranty Agreement and the ITTCDC Guaranty Agreement are sometimes referred to collectively herein as the “Guaranty Agreements”).

H. The Guaranty Agreements are partially secured by a surety bond in the amount of Ten Million Dollars ($10,000,000.00), as may be adjusted pursuant to the terms of the Development Order.

I. In the 27 years since the original Development Order was approved by the County, Admiral and its affiliated companies have sold all of their developable land to third parties, and those third parties have completed construction of approximately 2,200 of the 3,800 units currently approved in the Development Order; however, most of the developable land within
the DRI boundaries has been used in the construction of the approximately 2,200 units (many successors in interest to Admiral opted to construct lower density single-family homes in lieu of higher density condominium units) so it is unlikely that all of the approved 3,800 units will ever be constructed within the existing clusters contained in the DRI.

J. Admiral and its affiliates, or their successors and assigns, have completed construction of, provided funds for, or bonded the performance of all transportation and other infrastructure mitigation required by the Development Order to date and projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years) and therefore the amount of development that remains to be built does not create the likelihood of any additional impacts not previously reviewed.

K. Based on the above facts, the parties hereto have determined that the Hammock Dunes DRI is essentially built out, and the Development Order shall expire, effective on December 20, 2011, pursuant to the provisions of subsection 380.06(15)(g)(4), Florida Statutes (2011), and desire to memorialize that agreement herein.

L. Notwithstanding the new DRI build-out date of December 20, 2011 approved herein, the Future Development (as defined below) may proceed in accordance with the provisions of Section 3 hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and No/100s ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **DRI Essentially Built Out.** Subsection 380.06(15)(g)(4), Florida Statutes (2011), states that a project may be determined to be essentially built out through an agreement executed by the developer, the state land planning agency, and the local government. Such agreement can allow certain development to continue without further DRI review subject to the local government comprehensive plan and land development regulations. The parties hereto acknowledge and agree that the proper parties to this Agreement are Admiral Corporation, as the applicant and master developer of the Hammock Dunes DRI, the Florida Department of Economic Opportunity as the state land planning agency, and Flagler County as the local government that approved the original Development Order and all amendments thereto. The parties hereto, after reviewing the 2011 Development Order Annual Status Report and Build-Out Report for the Hammock Dunes DRI (the "Build-Out Report"), have determined that all mitigation requirements in the Development Order that have been triggered by project development to date and are projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years) have been satisfied, all developers are in compliance with all applicable terms and conditions of the Development Order except the build-out date, and the Department and the County have agreed that the amount of development to be built does not create the likelihood of any additional regional impact not previously reviewed. Therefore, the parties hereto agree that the Hammock Dunes DRI is essentially built out and that Admiral, ITTDCD and ITT, and their successors and assigns, have fully satisfied any and all obligations under the Development Order, except to the extent defined herein. The build-out date for the Hammock Dunes DRI shall be December 20, 2011. The Development Order shall expire on December 20, 2011. After the build-out date, no property owner within the DRI shall be required to file an annual report pursuant to Section 380.06(18), Florida Statutes.
3. **Future Development.**

a. Notwithstanding the fact that the Hammock Dunes DRI has been determined to be essentially built out effective on December 20, 2011, the County will continue to issue building permits to property owners with remaining entitled units, pursuant to subsection 380.06(15)(g)(4), Florida Statutes, including the following (which shall be referred to collectively herein as the "Future Development"):  

   i. Oare Associates, LLC, owner of Parcel No. 04-11-31-2984-000E1-0180, an un-platted commercial parcel within the DRI that could be permitted for a maximum of 64,000 square feet of commercial space.  

   ii. WCI Communities, LLC, owner of Parcel No. 04-11-31-5720-00000-0020 and 04-11-31-5720-00000-0030 (the remainder of Parcel 16B) that is entitled for Land Development Permit No. 2006030199, which approved site improvements for two condominium building pads with 128 associated residential units called "South Towers at Hammock Dunes" under a single plat (Arezzo and Murano Condominiums), at the maximum building height set forth in such development permit. The parties hereto acknowledge that WCI Communities submitted a letter to the County in December 2011 (received by the County on December 7, 2011) attempting to invoke a four-year extension of the Hammock Dunes DRI expiration and termination dates, pursuant to Section 380.06(19)(c), Florida Statutes. All units owned by WCI within the Property are vested pursuant to this Agreement.  

   iii. Owners of lots that are platted as of the Effective Date hereof.
iv. The foregoing recognition of Future Development does not exempt such development from impact fees, development review fees, building permit fees, inspection fees and other fees and costs required by Flagler County pursuant to its Code of Ordinances.

b. In the event that development in excess of the Future Development is requested, such additional development shall be required to comply with the provisions of the Flagler County Comprehensive Plan and Flagler County Land Development Code. The zoning for the Property shall remain Planned Unit Development ("PUD"). Any such development shall be subject to payment of impact fees, development review fees, building permit fees, inspection fees and other fees and costs required by Flagler County pursuant to its Code of Ordinances.

c. Nothing contained herein shall affect the validity or enforceability of subdivision covenants, conditions and restrictions that may be recorded against title to various parcels within the Property.

4. **Guaranty Agreements.** Because the Hammock Dunes DRI has been determined to be essentially built out and all concurrency and other mitigation requirements in the Development Order that have been triggered by project development to date and are projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years) have been satisfied or are to be satisfied by the undertakings provided herein, the County agrees that the Guaranty Agreements are terminated and hereby releases Admiral, ITTCDC and ITT from any and all obligations and liabilities thereunder and under the Development Order. The County also agrees that the surety bond provided by ITTCDC and ITT pursuant to paragraph 13 of the Development Order and the terms of the Guaranty Agreements
should be returned to those companies for cancellation within forty-five (45) days following the Effective Date of this Agreement.

5. **Other Bridge Expansion Agreements.** Because the Hammock Dunes DRI has been determined to be essentially built out and all concurrency and other mitigation requirements in the Development Order that have been triggered by project development to date and are projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years) have been satisfied, the County agrees that Admiral, ITTCDC, ITT and the Dunes Community Development District are hereby released from any and all obligations and liabilities related to future expansion of the Intracoastal Waterway Bridge pursuant to Section 4.1 of the Development Order.

6. **Build-Out Obligations.** The Hammock Dunes Build-Out Report reflects certain limited Development Order obligations that may be triggered by build-out of the project. Admiral Corporation, on behalf of its affiliates and successors in interest, hereby agrees to contribute Three Hundred Fifty Thousand and No/100 Dollars ($350,000.00) (the “Admiral Contribution”) to pay for obligations that may be triggered by build-out of the DRI, as reflected in the Build-Out Report. Admiral will remit the Admiral Contribution to Flagler County in cash forty-five (45) days following the Effective Date of this Agreement. Admiral will not be required to pay any funds, perform any improvements or take any other actions related to the Development Order or other obligations related to the Hammock Dunes DRI beyond the Admiral Contribution. Pursuant to an Interlocal Agreement between the Dunes Community Development District (the “CDD”) and the County dated December 19, 2011, the CDD has agreed to contribute funds to the County for which a portion of said funds shall, in addition to
the Admiral Contribution, be used by the County to pay for any Development Order obligations that may triggered by build-out of the project and are reflected in the Built-Out Report.

7. **Concurrence.** Because Admiral, ITTCDC, ITT and their successors in interest have collectively completed the Development Order concurrency and other mitigation obligations triggered by project development to date and projected to be needed to mitigate for the reduced number of units currently approved within the DRI for the next several years (including transportation mitigation requirements for a minimum of the next four years), including the provision of the funds and resources pursuant to Section 6 above, the County hereby agrees that the owners of the Property previously subject to the Development Order, and the residential units and commercial space previously constructed or to be constructed thereon as Future Development, have fully satisfied any and all public facility concurrency requirements set forth in Florida law and County ordinance, except as specified herein.

8. **Mutual Satisfaction, Release and Termination of Development Order Obligations and Covenants Related to Park Land Conveyances.** Pursuant to Condition 14.1 of the Development Order, Admiral and its successors in interest have conveyed certain lands to Flagler County for beach access, recreation, conservation and other public park purposes (the "Park Lands"). Development Order Condition 14.1 and the deeds for the aforementioned conveyances included conditions on the County's development and use of the Park Lands for the benefit of the public. Development Order Condition 14.1 also imposed certain conditions on Admiral and its successors related to the Park Lands. The County, Admiral, ITT and ITTCDC hereby acknowledge and agree that each of them has fully and completely satisfied all applicable requirements contained in Condition 14.1 of the Development Order and Park Lands deed covenants related thereto, except that the following conditions will
remain in effect as related to the Park Lands: i) that certain easement for necessary construction and maintenance of a connector road, as described more fully in that certain General Warranty Deed between ITTCDC and the County dated September 17, 1998 and recorded at Official Records Book 627, Page 1689, Public Records of Flagler County, Florida; and ii) that certain Billboard Lease between ITTCDC and Admiral dated August 27, 1998 and memorialized in that certain Memorandum of Billboard Lease recorded at Official Records Book 627, Page 1478, Public Records of Flagler County, Florida, which Billboard Lease for Billboard Numbers BN643 and BN638 shall not be renewed or extended. As a result, the County, Admiral, ITT and ITTCDC hereby release and forever discharge each other and their respective successors, legal representatives and assigns, from any and all actions, causes of action, claims and demands resulting from or arising out of past, present and future performance of any and all obligations contained in Condition 14.1 of the Development Order, with the aforementioned exceptions. Accordingly, the parties shall execute the Release and Termination of Covenants and Obligations in the form attached hereto as Exhibit “B” and incorporated herein by reference.

This Section 8 and the related Release and Termination of Covenants and Obligations shall not apply to that certain Maintenance and Easement Agreement by and between Lowe Ocean Hammock, Ltd. and the County dated November 21, 2001 and recorded at Official Records Book 786, Page 1463, Public Records of Flagler County, Florida.

9. **Legal Authority.** Section 380.06(15)(g)(4), Florida Statutes, gives Flagler County, as the local government that approved the resolutions creating and then amending the Hammock Dunes DRI, and the Department the authority to determine that the DRI is essentially built out.
10. **Remedies.** Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other parties and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief.

11. **Binding Effect.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The County shall record this Agreement in the Official Records of Flagler County, Florida, at the expense of Admiral, and shall provide Admiral with a copy of the recorded Agreement, including Book and Page number, within two (2) weeks of the date of execution of the Agreement.

12. **Status of Northshore Property Developers.**

   a. By letter dated October 20, 2011, LRA Marina, LLC, LRA Northshore Hammock, LLC and Northshore Ocean Hammock Investment, Ltd., LLLP (hereafter collectively the “Northshore Property Developers”) provided notice to Flagler County that they were invoking the provision of Section 380.06(19)(c), Florida Statutes, enacted by Chapter 2011-139, Laws of Florida, to extend the build-out date of the Hammock Dunes DRI by an additional four (4) years. In relevant part, that statutory section provides: “In recognition of the 2011 real estate market conditions, at the option of the developer, all commencement, phase, buildout, and expiration dates for projects that are currently valid developments of regional impact are extended for 4 years regardless of any previous extension.” (Hereinafter referred to as the “DRI Extension Law”). While this provision does not expressly define “the developer,” within the context and operation of the DRI Extension Law, and based upon the full text of Chapter 380, Florida Statutes, and case law related to its interpretation, as well as the historical practices of Flagler County, the parties deem the reference to “the developer” in the case of the
Hammock Dunes DRI to be the original applicant and master developer of the DRI, which is Admiral Corporation. Admiral Corporation filed a letter with the County on May 18, 2011 stating that, as the developer of the Hammock Dunes DRI, it will not extend any phase, build-out or expiration date related to the DRI pursuant to the DRI Extension Law and objects to any third party attempting to extend the same. Flagler County hereby acknowledges Admiral Corporation as “the developer” under the DRI Extension Law and determines that it will not recognize or grant any further extensions of the Hammock Dunes DRI commencement, phase, build-out and expiration dates. The parties nevertheless acknowledge the notice of the Northshore Property Developers.

b. The DRI Extension Law may be subject to revision by the Florida Legislature in the legislative session that commences in January 2012 and which will not be concluded before March 2012. Based on its best available information, Flagler County expects Section 380.06, Florida Statutes, to be amended. Within said amendment, the parties are unsure whether or in what form the DRI Extension Law will be revised. The parties intend by Subsection 12(d) of this Agreement to address the possible outcomes of any such legislation in the 2012 session or of any judicial proceedings that specifically address this DRI. Notwithstanding any potential changes to the DRI Extension Law, the parties hereto acknowledge and agree that whether the Florida Legislature or a court determines that the build-out or expiration date of the Hammock Dunes DRI is legally extended pursuant to an amendment to Section 380.06, Florida Statutes, the parties hereto currently have, and will continue to have, the legal right and ability to enter into this Essentially Built-Out Agreement pursuant to Section 380.06(15)(g)(4), Florida Statutes, regardless of any such date extension.
c. In 2009, the Northshore Property Developers applied for a Notice of Proposed Change to develop a maximum of 561 units (hereafter "NOPC") within their previously platted lands by creating a new development cluster near the Hammock Beach condominium project. By final order of the Florida Land and Water Adjudicatory Commission entered on August 4, 2011, the NOPC was denied on several grounds, including: i) the NOPC did not follow the DRI provisions, ii) the NOPC did not comply with the Flagler County Comprehensive Plan and Land Development Code, and iii) the 561 units requested in the NOPC are not vested or entitled for development under the DRI. Ginn-LA Marina, LLLP, Ltd., et al., vs. Flagler County, FLAWAC Case No. APP-10-007. 

d. Should the Northshore Property Developers or their successors desire to pursue development of any of their remaining lands, they must pursue the same under Section 3(b) hereof because the 561 units have been determined not to be legally vested. Alternatively, should the Northshore Property Developers obtain a judicial order which invalidates this Agreement or any part hereof related to their ability to seek additional development of their lands, they shall be required, pursuant to Section 10 of that certain Development Order Allocation and Indemnification Agreement between ITTCDC and Lowe Ocean Hammock, Ltd. dated December 20th, 1996, as amended by that certain Amendment to Development Order Allocation and Indemnification Agreement dated October 19, 1998 (collectively, the "Allocation Agreement"), to bifurcate the DRI and assume any and all Development Order obligations attributable to the Northshore lands and related units (Northshore Property Developers are the successor in interest to Lowe Ocean Hammock with respect to the Allocation Agreement). Such bifurcation shall preserve the integrity of this Agreement as applied to Admiral and other successor developers; and said bifurcation shall not alter the development rights of other successor developers as set forth herein, shall not alter the release by Admiral of Flagler
County's obligations under Condition 14.1 of the Development Order or the release by Flagler County of Admiral's obligations under said Condition 14.1 as provided herein and, further, shall not alter the satisfaction of DRI obligations by Admiral, ITTCDC, ITT and other successor developers other than Northshore Property Developers as provided herein. If Northshore Property Developers or their successors fail to comply with the bifurcation requirements set forth in the Allocation Agreement, Admiral, ITT and ITTCDC shall have the legal right to seek judicial enforcement of the Allocation Agreement and any other remedies they may have in law or in equity.

e. If Northshore Property Developers or their successors elect to develop any of their lands within the Property, all transportation, off-site stormwater, school, park, public safety and solid waste concurrency for such development to a maximum of 561 equivalent residential units (which may include hotel room units) shall be deemed satisfied by the terms of this Agreement. Notwithstanding the foregoing, Northshore Property Developers or their successors shall be required to pay any and all impact fees, development review fees, building permit fees, inspection fees and other fees and costs required by Flagler County pursuant to its Code of Ordinances. Further, the foregoing shall not release Performance Bond 20BCSAG6813 for signalizing the specified intersections, which has been previously provided to offset anticipated traffic impacts and to meet transportation concurrency for existing platted lots.

f. Should the Northshore Property Developers or their successors pursue any legal action seeking to invalidate any provision hereof, Admiral shall hold the County harmless from any such action and shall incur all costs of defense of said action until its final conclusion; provided, however, that Admiral shall be entitled to provide such defense of the County and to participate as a co-party to any such action (including the right to make any separate counter-
claims against Northshore Property Developers or their successors available to Admiral and its affiliates in law or in equity). Any defense of the County shall be with the participation of the County Attorney as co-counsel for the County’s interests.

13. **Applicable Law; Jurisdiction and Venue.** This Agreement and the rights and obligations of the parties hereto shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Flagler County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

For the County:  County Administrator  
Flagler County  
1769 E. Moody Boulevard  
Building 2, Suite 303  
Bunnell, Florida 32110

With copy to:  Al Hadeed, Esq.,  
County Attorney  
Flagler County  
1769 E. Moody Boulevard  
Building 2, Suite 303  
Bunnell, Florida 32110

For Admiral:  Craig Johnson, Esq.  
President  
Admiral Corporation  
1133 Westchester Ave.  
White Plains, NY 10604
15. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. **Release; Costs and Attorneys Fees.** Each party hereto releases the others from any and all claims or demands arising out of the subject matter of this Agreement. Each party shall bear its own costs and attorneys fees incurred in connection with this matter, except as provided for in Section 12(f) hereof.

17. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision of this Agreement.
18. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.

19. **Amendment.** This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of Florida Statutes and applicable Ordinances.

20. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other parties in order to carry out the intent of and give effect to this Agreement, including the amendments to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

Passed and Duly Adopted by the Board of County Commissioners of Flagler County, Florida, this 19th day of **DECEMBER**, 2011.

Attest: **GAIL WADSWORTH**, Clerk

**Deputy Clerk**

Board of County Commissioners Flagler County, Florida

By: **Barbara Lewis**

Chairman

[Signature]

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IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth in the preamble hereto.

Signed, sealed and delivered in the presence of:

[Signature]
Print: Philip Goldstein

[Signature]
Print: Yvette Harmon

ADMIRAL CORPORATION, a Florida corporation
By: [Signature]
Craig Johnson, President

STATE OF NEW YORK )
COUNTY OF New York )

The foregoing instrument was acknowledged before me this 16th day of December, 2011, by Craig Johnson, as President of ADMIRAL CORPORATION, a Florida corporation, on behalf of the company.

[Signature]
Ronald E. Barney
Notary Public, State of New York
Print Name: Ronald E. Barney
My Commission Expires: 1-28-2012
My Commission Number: 01BA6181450

[SIGNATURES CONTINUED ON FOLLOWING PAGES]
Signed, sealed and delivered in the presence of:

[Signatures]

ITT CORPORATION, INC., an Indiana corporation

By: [Signature]
Name: Craig Harmon
Title: Assistant Secretary

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 16th day of December, 2011, by Craig Harmon, as Assistant Secretary of ITT CORPORATION, INC., an Indiana corporation, on behalf of the company.

Ronald E. Barney
Notary Public, State of: New York
Print Name: Ronald E. Barney
My Commission Expires: 1-29-2012
My Commission Number: 01BA-6181450

RONALD E. BARNEY
Notary Public, State of New York
No. 01BA6181450
Qualified Westchester County
Certificate Filed New York County
Commission Expires 1-29-2012

[SIGNATURES CONTINUED ON FOLLOWING PAGE]
Signed, sealed and delivered in the presence of:

[Signature]

Print: [Print Name]

STATE OF [New York]

COUNTY OF [New York]

The foregoing instrument was acknowledged before me this 16th day of
[Date], 2011, by Craig Johnson, as President of ITT COMMUNITY
DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the company.

[Signature]

Notary Public, State of: [New York]
Print Name: [Print Name]
My Commission Expires: [Expiry Date]
My Commission Number: [Commission Number]

[Notary Public Information]

[Ronald E. Barney Information]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]
The Department agrees that: pursuant to Flagler County Resolution 2011-69 adopted December 19, 2011, notice of this Essentially Built Out Agreement was given to affected owners and developers in the Hammock Dunes DRI; a public hearing was held on December 19, 2011; the Hammock Dunes DRI is essentially built out pursuant to Section 380.06(15)(g)4., Florida Statutes; all mitigation for existing development has been satisfied and mitigation for remaining development will be satisfied in accordance with the terms of the Essentially Built Out Agreement; and Admiral Corporation and its successors in interest are hereby released of all obligations under the Development Order. The foregoing recitations are within the Department’s purview under Part I of Chapter 380, Florida Statutes.

The Hammock Dunes DRI is approved for 3,800 residential units of which 3,051 units are developed and 749 units remain to be developed. In addition, the DRI is approved for 64,000 square feet of commercial development, all of which remains to be developed.

The Department did not participate in the joint preparation of the Essentially Built Out Agreement and takes no position in agreement or disagreement with the remainder of the Agreement, which sections were outside of the Department’s statutory purview.

Signed, sealed and delivered in the presence of:

Mike McDaniel
Print: Mike McDaniel

Connie Norman
Print: Connie Norman

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, an agency of the State of Florida

By: J. Thomas Beck
Print Name: J. Thomas Beck
Title: Director of Community Development

STATE OF FLORIDA

COUNTY OF LEAF

The foregoing instrument was acknowledged before me this 15th day of January, 2011, by J. Thomas Beck, as Director of the FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, an agency of the State of Florida, on behalf of the agency.

MIRIAM SNAPES
Print Name: MIRIAM SNAPES
Notary Public, State of Florida
My Commission Expires:
My Commission Number:
EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION: HAMMOCK DUNES SITE (KEITH & SCHNARS SURVEY)

DATE: September 22, 1982

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, AND 38, TOWNSHIP 11 SOUTH, RANGE 31 EAST NORTH GOVERNMENT SECTIONS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, AND 38, TOWNSHIP 11 SOUTH, RANGE 31 EAST OF THE INTRACOASTAL WATERWAY (500' R/W), FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING BEING THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 31 EAST, WITH THE NORHERLY RIGHT-OF-WAY OF A-1-A (100' R/W); THENCE SOUTH 89° 35' 06" WEST 354.27 FEET ALONG SAID RIGHT-OF-WAY TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 2266.81 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1360.08 FEET AND A CENTRAL ANGLE OF 69° 49' 27" TO A POINT OF TANGENCY; THENCE NORTH 20° 35' 27" WEST 2955.90 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 69° 24' 33" WEST 100.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A-1-A; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY SOUTH 69° 17' 51" WEST 928.90 FEET TO A POINT ON THE EASTERNLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' R/W); THENCE NORTH 20° 50' 24" WEST ALONG SAID RIGHT-OF-WAY 2677.38 FEET; THENCE NORTH 20° 35' 42" WEST 1641.38 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF TOWNSHIP 10 SOUTH; THENCE NORTH 26° 09' 18" WEST 588.04 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY NORTH 55° 44' 32" EAST 1295.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A-1-A, BEING A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY 109.43 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1860.08 FEET, A CENTRAL ANGLE OF 03° 22' 14", A CHORD OF 109.41 FEET AND A CHORD BEARING SOUTH 18° 26' 19" EAST TO A POINT OF TANGENCY; THENCE SOUTH 16° 45' 12" EAST 1574.75 FEET TO A POINT ON THE EASTERNLY RIGHT-OF-WAY OF A-1-A; THENCE DEPARTING SAID EASTERNLY RIGHT-OF-WAY NORTH 73° 14' 48" EAST 130.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF JUNGLE HUT ROAD (50' R/W); THENCE NORTH 16° 34' 25" WEST 210.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JUNGLE HUT ROAD (50' R/W); THENCE NORTH 89° 19' 02" EAST ALONG SAID RIGHT-OF-WAY 855.66 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY NORTH 19° 50' 00" WEST ALONG THE WESTERLY BOUNDARY LINE OF SECTION 40, TOWNSHIP 10 SOUTH, RANGE 31 EAST 3556.28 FEET; THENCE SOUTH 71° 11' 00" WEST 1290.18 FEET TO A POINT ON THE EASTERNLY RIGHT-OF-WAY OF SAID A-1-A, BEING A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 244.67 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1860.08 FEET, A CENTRAL ANGLE OF 02° 32' 11", A CHORD OF 244.49 FEET AND A CHORD BEARING NORTH 22° 35' 06" WEST TO A POINT OF TANGENCY; THENCE NORTH 49° 00' WEST 1845.60 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY OF A-1-A NORTH 21° 00' 00" EAST 180.00 FEET; THENCE NORTH 49° 00' WEST 225.00 FEET.
Thence South 71° 11' 00" West 180.00 feet to a POINT on said Easterly right-of-way of A-1-A; Thence North 18° 49' 00" West along said right-of-way 350.65 feet; Thence departing said right-of-way North 71° 11' 00" East 1262.52 feet to a POINT on the Easterly boundary line of said Section 40; Thence North 19° 50' 00" West along said Easterly boundary line 200.03 feet; Thence departing said Easterly boundary line South 71° 11' 00" West 1258.97 feet to a POINT on said Easterly right-of-way of A-1-A; Thence North 18° 49' 00" West along said right-of-way 200.00 feet; Thence departing said right-of-way North 71° 11' 00" East 1255.42 feet to a POINT on the said Easterly boundary line of Section 40; Thence North 19° 50' 00" West along said Easterly boundary line 900.14 feet to a POINT on the Northerly right-of-way of 16th Road; Thence departing said boundary line of Section 40, South 71° 10' 52" West along said Northerly right-of-way 1239.45 feet to a POINT on the Easterly right-of-way of said A-1-A; Thence departing said right-of-way of 16th Road North 18° 49' 00" West along said right-of-way of A-1-A, 5176.50 feet to a POINT on the Southerly right-of-way of Malacoopra Road; Thence North 71° 10' 09" East along said Southerly right-of-way 1138.42 feet; Thence North 88° 23' 31" East 9.62 feet to a POINT on the said Easterly boundary line of Section 40; Thence departing said right-of-way of Malacoopra Road North 19° 50' 00" West along said boundary line of Section 40, also being the Westerly boundary line of Johnson Beach Subdivision as recorded in Map Book 5, Page 9 of the Public Records of said Flagler County, 1442.70 feet; Thence departing said Easterly boundary line of Section 40, North 88° 23' 31" East along the Northerly boundary line of said Johnson Beach Subdivision 2548.87 feet to the Northeast corner of Johnson Beach Subdivision being a POINT on the Westerly boundary line of said Section 21; Thence North 00° 36' 49" West along said Westerly boundary line 1045.49 feet to a POINT on the Mean High Water Line of the Atlantic Ocean; Thence departing said boundary line of Section 21 South 21° 15' 53" East along the said Mean High Water Line 34.75 feet; Thence continue along said Mean High Water Line South 21° 40' 54" East 503.93 feet; Thence South 21° 42' 19" East 497.12 feet; Thence South 20° 52' 14" East 500.98 feet; Thence South 23° 34' 38" East 505.92 feet; Thence South 21° 08' 22" East 425.12 feet; Thence South 20° 10' 54" East 130.81 feet; Thence South 19° 09' 30" East 440.47 feet; Thence South 19° 58' 00" East 510.90 feet; Thence South 19° 51' 56" East 498.83 feet; Thence South 19° 59' 52" East 505.34 feet; Thence South 18° 07' 53" East 498.03 feet; Thence South 18° 03' 02" East 504.39 feet; Thence South 19° 09' 34" East 300.28 feet to a POINT on the Northerly right-of-way of said 16th Road; Thence departing said Northerly right-of-way South 19° 09' 35" East 50.01 feet to a POINT on the Southerly right-
of-way of said 16th Road; Thence departing said Southerly right-of-way along said Mean High Water Line South 19° 03' 34" East 153.39 feet; Thence South 19° 29' 22" East 511.45 feet; Thence South 20° 54' 05" East 497.52 feet; Thence South 19° 45' 00" East 507.57 feet; Thence South 20° 49' 52" East 497.95 feet; Thence South 20° 18' 41" East 507.65 feet; Thence South 19° 30' 43" East 510.25 feet; Thence South 18° 30' 55" East 494.37 feet; Thence South 19° 52' 39" East 502.28 feet; Thence South 22° 20' 56" East 497.23 feet; Thence South 20° 41' 30" East 508.67 feet; Thence South 20° 26' 31" East 500.09 feet; Thence South 19° 53' 06" East 499.88 feet; Thence South 21° 45' 36" East 503.26 feet; Thence South 24° 02' 33" East 516.08 feet; Thence South 18° 20' 30" East 495.06 feet; Thence South 20° 59' 25" East 274.96 feet to a POINT on the Northerly right-of-way of Jungle Hut Road; Thence departing said Northerly right-of-way South 20° 59' 25" East 53.31 feet to a POINT on the Southerly right-of-way of Jungle Hut Road; Thence departing said Southerly right-of-way along said Mean High Water Line South 20° 59' 25" East 181.06 feet; Thence South 20° 20' 30" East 505.02 feet; Thence South 20° 08' 17" East 500.64 feet; Thence South 19° 52' 12" East 501.56 feet; Thence South 19° 13' 54" East 497.29 feet; Thence South 21° 19' 23" East 502.64 feet; Thence South 19° 57' 05" East 507.06 feet; Thence South 17° 56' 45" East 507.34 feet; Thence South 18° 49' 25" East 504.65 feet; Thence South 21° 02' 04" East 497.73 feet; Thence South 21° 04' 43" East 482.98 feet; Thence South 21° 04' 34" East 11.02 feet; Thence South 19° 11' 42" East 496.68 feet; Thence South 22° 23' 45" East 506.75 feet; Thence South 20° 55' 06" East 500.63 feet; Thence South 20° 42' 16" East 499.00 feet; Thence South 22° 07' 09" East 499.32 feet; Thence South 21° 45' 31" East 500.88 feet; Thence South 21° 59' 38" East 227.33 feet; Thence South 21° 59' 39" East 264.23 feet; Thence South 22° 30' 14" East 498.51 feet; Thence South 22° 43' 23" East 499.93 feet; Thence South 21° 20' 52" East 499.51 feet; Thence South 22° 12' 03" East 499.95 feet; Thence South 21° 18' 01" East 498.09 feet; Thence South 23° 31' 50" East 493.34 feet; Thence South 23° 12' 12" East 498.28 feet; Thence South 22° 31' 35" East 507.15 feet; Thence South 22° 12' 00" East 498.62 feet; Thence South 22° 18' 34" East 527.38 feet; Thence departing said Mean High Water Line South 89° 27' 13" West 262.35 feet to a POINT on the Easterly right-of-way of A-1-A; Thence departing said Easterly right-of-way South 89° 27' 13" West 108.42 feet to a POINT on the Westerly right-of-way of A-1-A; Thence departing said Westerly right-of-way South 89° 27' 13" West 65.58 feet to a POINT on the Easterly right-of-way of the Old Florida East Coast Canal (200' R.W.); Thence departing said Easterly right-of-way South 89° 27' 13" West 211.08 feet to a POINT on the Westerly right-of-way of said Old Florida East Coast
Canal; Thence South 19° 11' 11" East along said Westerly Right-of-Way 2,786.38 feet; Thence South 17° 01' 23" East 3,542.51 feet to a Point of Intersection with the Easterly Right-of-Way of the Intracoastal Waterway (500' R/W); Thence Departing said Westerly Right-of-Way of the Old Florida East Coast Canal North 46° 58' 23" West along said Easterly Right-of-Way of the Intracoastal Waterway 1,326.21 feet; Thence North 22° 42' 28" West 8,360.55 feet; Thence North 22° 41' 50" West 563.33 feet; Thence North 44° 45' 20" West 1,003.14 feet; Thence North 66° 49' 09" West 1,914.50 feet to a Point of Intersection with the Southerly Right-of-Way of said Old Florida East Coast Canal; Thence Departing said Easterly Right-of-Way of the Intracoastal Waterway South 89° 41' 27" East along said Southerly Right-of-Way of the Old Florida East Coast Canal 1,203.39 feet; Thence Departing said Southerly Right-of-Way North 00° 18' 33" West 200.00 feet to a Point on the Northerly Right-of-Way of the Old Florida East Coast Canal; Thence Departing said Northerly Right-of-Way North 00° 37' 47" West 247.39 feet to a Point on the Southerly Right-of-Way of said A-1-A; Thence Departing said Southerly Right-of-Way North 00° 24' 54" West 100.00 feet to a Point on the Northerly Right-of-Way of A-1-A; Thence South 89° 35' 06" West along said Northerly Right-of-Way 309.45 feet to the Point of Beginning of this Description.

Also including a parcel of land lying Westerly of the Westerly Right-of-Way (500' R/W) of the Intracoastal Waterway in Government Sections 38 and 46, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

From a Point of Reference being the Intersection of the Southerly Right-of-Way of Club House Drive (60' R/W) with the Westerly Right-of-Way of Young Parkway (104' R/W) all according to Palm Coast Section 3, as recorded in Map Book 6, Page 8 of the Public Records of Flagler County, Florida; Thence South 20° 57' 23" East 72.45 feet along said Right-of-Way of Young Parkway; Thence North 69° 02' 37" East 104.00 feet; Thence South 20° 57' 23" East 62.50 feet; Thence North 69° 02' 37" East 833.97 feet to a Point on the Westerly Right-of-Way of said Intracoastal Waterway; Thence South 20° 49' 48" East 857.71 feet along said Westerly Right-of-Way to the Point of Beginning of this Description; Thence continue South 20° 49' 48" East 203.11 feet to a Point on a Curve; Thence Departing said Right-of-Way Southwesterly 1141.28 feet along a curve to the Left having a Radius of 1045.92 feet and a Central Angle of 62° 31' 12" to a Point, tangent to said Curve is North 04° 19' 03" West; Thence South 85° 40' 57" West 25.00 feet; Thence South 04° 19' 03" East 550.00 feet; Thence South 85° 40' 57" West 150.00 feet; Thence North 97° 04' 10" West 490.75 feet to a Point of Curvature; Thence North-easterly 1458.01 feet along a Concentric Curve to the Right having a Radius of 1285.92 feet and a Central Angle of 67° 02' 57" to the Point of Beginning of this Description.
LESS AND EXCEPT THE RIGHT-OF-WAY OF A-1-A, JUNGLE HUT ROAD, 16TH ROAD, MALACOMPA ROAD; ALL PLATTED STREETS LYING WITHIN THE JOHNSON BEACH SUBDIVISION, LOTS 1 - 9, 15 - 22, BLOCK 1; LOTS 1 - 3, 18 & 19, BLOCK 2; LOT 19, BLOCK 3, LOTS 1 - 4, 18 - 22, BLOCK 4; LOTS 1 - 11, 18 - 29, BLOCK 5; LOTS 13 & 14, 16 - 24, BLOCK 7; LOTS 2 & 3, BLOCK 8 OF SAID JOHNSON BEACH SUBDIVISION; OLD FLORIDA EAST COAST CANAL AND THE INTRACOASTAL WATERWAY.

NET ACRES CONTAINING 2244.91 ACRES, MORE OR LESS.

NOTE 1) ALL BEARINGS ARE MEASURED FROM GRID NORTH PER THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION.

2) THE MEAN HIGH WATERLINE WAS LOCATED IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES AND CHAPTER 163, FLORIDA ADMINISTRATIVE CODE.
EXHIBIT "B"

RELEASE AND TERMINATION OF COVENANTS AND OBLIGATIONS

THIS RELEASE AND TERMINATION OF COVENANTS AND OBLIGATIONS ("Release") is made and entered into this ___ day of __________, 2011, by and among FLAGLER COUNTY, a political subdivision of the State of Florida ("County"), ADMIRAL CORPORATION, a Florida corporation ("Admiral"), ITT CORPORATION, INC., an Indiana corporation (formally known as ITT Industries, Inc.) ("ITT"), and ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation ("ITTCDC"). The County, Admiral, ITT and ITTCDC are collectively referred to as the "Parties".

RECITALS

WHEREAS, on March 30, 1984, the County, pursuant to Section 380.06, Florida Statutes, adopted Resolution No. 84-7 approving a Development Order for the Development of Regional Impact known as Hammock Dunes; and

WHEREAS, Admiral is the applicant for, or master developer of, the Hammock Dunes Development of Regional Impact; and

WHEREAS, Condition 14.1 of Flagler County Resolution No. 84-7, as amended by Resolution Nos. 95-50, 98-10, 2001-135, 2002-107, 2003-21 and 2010-22 (which are collectively referred to herein as the "Development Order") identified properties to be conveyed to Flagler County for park and conservation purposes and stipulated certain conditions and criteria on the County's development of said lands for the benefit of the public; and

WHEREAS, pursuant to Condition 14.1 of the Development Order, Admiral or ITTCDC did convey such lands to the County and the County has and continues to develop and enhance such lands for recreation and conservation purposes; and

WHEREAS, the deeds to such lands are recorded at Official Records Book 627, Pages 1675 through 1688, Official Records Book 627, Pages 1689 through 1691, Official Records Book 381, Pages 736 through 739, all of the Public Records of Flagler County, Florida (collectively known as "Park Deeds"); and

WHEREAS, the Parties have complied with all requirements of Condition 14.1 of the Development Order and the covenants contained in the Park Deeds, with certain limited exceptions set forth below;

WHEREAS, the Parties agree that each party hereto has satisfied all of its respective obligations and covenants found in Condition 14.1 of the Development Order and Park Deeds, with certain limited exceptions set forth below.

NOW, THEREFORE, in consideration of the Essentially Built-Out Agreement among the Parties, the Parties hereto agree as follows:

(1) The above recitals are true and correct and are incorporated herein by this reference.
(2) By the execution hereof, the Parties hereby release and terminate any and all obligations, covenants, duties and liabilities of the other party related to Condition 14.1 of the Development Order and the related Park Deeds except that the following conditions will remain in effect as related to the Park Lands: i) that certain easement for necessary construction and maintenance of a connector road, as described more fully in that certain General Warranty Deed between ITT CDC and the County dated September 17, 1998 and recorded at Official Records Book 627, Page 1689, Public Records of Flagler County, Florida; and ii) that certain Billboard Lease between ITT CDC and Admiral dated August 27, 1998 and memorialized in that certain Memorandum of Billboard Lease recorded at Official Records Book 627, Page 1478, Public Records of Flagler County, Florida, which Billboard Lease for Billboard Numbers BN643 and BN638 shall not be renewed or extended.

(3) This Release may be recorded by any party hereto in the Public Records of Flagler County, Florida.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Release on the day and year set forth in the preamble hereto.

Passed and Duly Adopted by the Board of County Commissioners of Flagler County, Florida, this ___ day of ________________, 2011.

Attest: __________________________, Clerk

_______________________________
Deputy Clerk

Board of County Commissioners Flagler County, Florida

By: _______________________________

Chairman
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth in the preamble hereto.

Signed, sealed and delivered in the presence of:

ADMARL CORPORATION, a Florida corporation

By: ________________________________
   Craig Johnson, President

Print: ________________________________

STATE OF NEW YORK         )
COUNTY OF _________________ )

The foregoing instrument was acknowledged before me this ____ day of ________________, 2011, by Craig Johnson, as President of ADMIRAL CORPORATION, a Florida corporation, on behalf of the company.

Notary Public, State of New York
Print Name: ________________________________
My Commission Expires: ________________________________
My Commission Number: ________________________________

[SIGNATURES CONTINUED ON FOLLOWING PAGES]
Signed, sealed and delivered in the presence of:

__________________________

ITT CORPORATION, INC., an Indiana corporation

By: _______________________

Name: _____________________

Title: _____________________

__________________________

Print: _____________________

__________________________

Print: _____________________

STATE OF __________________

COUNTY OF __________________

The foregoing instrument was acknowledged before me this __ day of __________, 2011, by __________________, as _______________ of ITT CORPORATION, INC., an Indiana corporation, on behalf of the company.

__________________________
Notary Public, State of: __________________

Print Name: __________________

My Commission Expires: ______________

My Commission Number: ______________

[SIGNATURES CONTINUED ON FOLLOWING PAGE]
Signed, sealed and delivered in the presence of:

______________________________

Print: _________________________

______________________________

Print: _________________________

STATE OF _______________________
COUNTY OF _____________________

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Craig Johnson, as President of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the company.

Notary Public, State of: _______________________
Print Name: _______________________________
My Commission Expires: _____________________
My Commission Number: _____________________

-30-
RELEASE AND TERMINATION OF COVENANTS AND OBLIGATIONS

THIS RELEASE AND TERMINATION OF COVENANTS AND OBLIGATIONS ("Release") is made and entered into this 15th day of February, 2012, by and among FLAGLER COUNTY, a political subdivision of the State of Florida ("County"), ADMIRAL CORPORATION, a Florida corporation ("Admiral"), ITT CORPORATION, INC., an Indiana corporation (formally known as ITT Industries, Inc.) ("ITT"), and ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation ("ITTCDC"). The County, Admiral, ITT and ITTCDC are collectively referred to as the "Parties".

RECITALS

WHEREAS, on March 30, 1984, the County, pursuant to Section 380.06, Florida Statutes, adopted Resolution No. 84-7 approving a Development Order for the Development of Regional Impact known as Hammock Dunes for the real property described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Admiral is the applicant for, or master developer of, the Hammock Dunes Development of Regional Impact; and

WHEREAS, Condition 14.1 of Flagler County Resolution No. 84-7, as amended by Resolution Nos. 95-50, 98-10, 2001-135, 2002-107, 2003-21 and 2010-22 (which are collectively referred to herein as the "Development Order") identified properties to be conveyed to Flagler County for park and conservation purposes and stipulated certain conditions and criteria on the County's development of said lands for the benefit of the public; and

WHEREAS, pursuant to Condition 14.1 of the Development Order, Admiral or ITTCDC did convey such lands to the County and the County has and continues to develop and enhance such lands for recreation and conservation purposes; and

WHEREAS, the deeds to such lands are recorded at Official Records Book 627, Pages 1675 through 1688, Official Records Book 627, Pages 1689 through 1691, Official Records Book 381, Pages 736 through 739, all of the Public Records of Flagler County, Florida (collectively known as "Park Deeds"); and

WHEREAS, the Parties have complied with all requirements of Condition 14.1 of the Development Order and the covenants contained in the Park Deeds, with certain limited exceptions set forth below;

WHEREAS, the Parties agree that each party hereto has satisfied all of its respective obligations and covenants found in Condition 14.1 of the Development Order and Park Deeds, with certain limited exceptions set forth below.

NOW, THEREFORE, in consideration of the Essentially Built-Out Agreement among the Parties, the Parties hereto agree as follows:

5/8/2012
Part D Bel
App. #3133
Exhibit
3 of 3
(1) The above recitals are true and correct and are incorporated herein by this reference.

(2) By the execution hereof, the Parties hereby release and terminate any and all obligations, covenants, duties and liabilities of the other party related to Condition 14.1 of the Development Order and the related Park Deeds except that the following conditions will remain in effect as related to the Park Lands: i) that certain easement for necessary construction and maintenance of a connector road, as described more fully in that certain General Warranty Deed between ITT CDC and the County dated September 17, 1998 and recorded at Official Records Book 627, Page 1689, Public Records of Flagler County, Florida; and ii) that certain Billboard Lease between ITT CDC and Admiral dated August 27, 1998 and memorialized in that certain Memorandum of Billboard Lease recorded at Official Records Book 627, Page 1478, Public Records of Flagler County, Florida, which Billboard Lease for Billboard Numbers BN643 and BN638 shall not be renewed or extended.

(3) This Release shall recorded by Admiral in the Public Records of Flagler County, Florida.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Release on the day and year set forth in the preamble hereto.

Attest: [Signature] Clerk Board of County Commissioners Flagler County, Florida

By: [Signature] Chairman

Deputy Clerk
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth in the preamble hereto.

Signed, sealed and delivered in the presence of:

[Signature]

Print: Ellen Avery-Smith

ADMIRAL CORPORATION, a Florida corporation

By:

Craig Johnson, President

Print: R.367 G. Coff, Jr.

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 1st day of February, 2012 by Craig Johnson, as President of ADMIRAL CORPORATION, a Florida corporation, on behalf of the company.

[Notary Seal]

Pamela Jane McDermott
Notary Public, State of Florida
My Commission Expires 03/09/2012
Commission No. DD750728

Print Name: Pamela Jane McDermott
My Commission Expires: 3/19/12
My Commission Number: DD750728

[SIGNATURES CONTINUED ON FOLLOWING PAGES]
Signed, sealed and delivered in the presence of:

Ellen Avery-Smith
Print: Ellen Avery-Smith

ITT CORPORATION, INC., an Indiana corporation
By: Craig Johnson
Name: Craig Johnson
Title: Assistant Secretary

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 1st day of February 2012 by Craig Johnson, as Assistant Secretary of ITT CORPORATION, INC., an Indiana corporation, on behalf of the company.

Pamela Jane McDermott
Notary Public, State of Florida
Print Name: Pamela Jane McDermott
My Commission Expires: 3/19/12
My Commission Number: DD750728

[SIGNATURES CONTINUED ON FOLLOWING PAGE]
Signed, sealed and delivered
in the presence of:

Ellen Avey Smith

Print: Robert G. Cott, Jr.

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 1st day of
February, 2012, by Craig Johnson, as President of ITT COMMUNITY
DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the company.

CT DL # 106950480

Pamela Jane McDermott
Notary Public, State of Florida
My Commission Expires: 03/09/2012
Commission No. DD750728

Print Name: Pamela Jane McDermott
My Commission Expires: 3/9/12
My Commission Number: DD750728
Exhibit "A"

Hammock Dunes DRI Property
LEGAL DESCRIPTION: Hammock Dunes Site (Keith & Schnarr survey) (Continuous)

DATE: September 22, 1982

A parcel of land lying within Government Sections 20, 21, 28, 29, 33, and 40, Township 11 South, Range 31 East, and Government Sections 3, 4, 9, 10, 15, 22, 23, 37, and 38, Township 11 South, Range 31 East of the Intracoastal Waterway (500' R/W), Flagler County, Florida, being more particularly described as follows:

From a POINT OF BEGINNING being the intersection of the westerly boundary line of Government Section 10, Township 11 South, Range 31 East, with the northerly right-of-way of A-1-A (100' R/W); Thence South 89° 35' 06" West 354.27 feet along said right-of-way to a POINT OF CURVATURE; Thence northwesterly 2266.91 feet along a curve to the right having a radius of 1350.08 feet and a central angle of 69° 49' 27" to a POINT OF TANGENCY; Thence North 20° 35' 27" West 2955.90 feet; Thence departing said right-of-way South 69° 24' 33" West 100.00 feet to a POINT on the westerly right-of-way of the Intracoastal Waterway (500' R/W); Thence North 20° 50' 24" West along said right-of-way 2677.33 feet; Thence North 20° 35' 42" West 1641.38 feet to a POINT on the southerly boundary line of Township 10 South; Thence North 26° 09' 13" West 688.04 feet; Thence departing said right-of-way of the Intracoastal Waterway North 55° 44' 32" East 1295.75 feet to a POINT on the westerly right-of-way of A-1-A, being a POINT ON A CURVE; Thence southeasterly along said right-of-way 109.43 feet along a curve to the right having a radius of 1350.08 feet, a central angle of 03° 22' 14", and a chord of 109.41 feet and a chord bearing South 18° 26' 19" East to a POINT OF TANGENCY; Thence South 16° 45' 12" East 1574.75 feet; Thence departing said westerly right-of-way North 73° 14' 48" East 100.00 feet to a POINT on the easterly right-of-way of A-1-A; Thence departing said easterly right-of-way North 89° 19' 02" East 148.56 feet; Thence North 16° 34' 25" West 2210.00 feet to a POINT on the southerly right-of-way of Jungle Hut Road (500' R/W); Thence North 89° 19' 02" East along said right-of-way 855.66 feet; Thence departing said southerly right-of-way North 19° 50' 00" West along the westerly boundary line of Section 40, Township 10 South, Range 31 East 3356.28 feet; Thence South 71° 11' 00" West 1250.19 feet to a POINT on the easterly right-of-way of said A-1-A, being a POINT ON A CURVE; Thence northwesterly along said right-of-way 244.67 feet along a curve to the right having a radius of 1350.08 feet, a central angle of 07° 32' 11", and a chord of 244.63 feet and a chord bearing North 22° 35' 06" West to a POINT OF TANGENCY; Thence North 18° 49' 00" West 1645.60 feet; Thence departing said right-of-way of A-1-A North 71° 11' 00" East 180.00 feet; Thence North 19° 49' 00" West 225.00 feet.
Thence South 71° 11' 00" West 180.00 feet to a POINT on said Easterly right-of-way of A-1-A; Thence North 18° 49' 00" West along said right-of-way 350.65 feet; Thence departing said right-of-way North 71° 11' 00" East 1262.52 feet to a POINT on the Easterly boundary line of said Section 40; Thence North 19° 50' 00" West along said Easterly boundary line 200.03 feet; Thence departing said Easterly boundary line South 71° 11' 00" West 1258.97 feet to a POINT on said Easterly right-of-way of A-1-A; Thence North 18° 49' 00" West along said right-of-way 200.00 feet; Thence departing said right-of-way North 71° 11' 00" East 1255.42 feet to a POINT on the said Easterly boundary line of Section 40; Thence North 19° 50' 00" West along said Easterly boundary line 900.14 feet to a POINT on the Northerly right-of-way of 16th Road; Thence departing said boundary line of Section 40, South 71° 10' 52" West along said Northerly right-of-way 1239.45 feet to a POINT on the Easterly right-of-way of said A-1-A; Thence departing said right-of-way of 16th Road North 18° 49' 00" West along said right-of-way of A-1-A, 5178.50 feet to a POINT on the Southerly right-of-way of Malacompra Road; Thence North 71° 10' 09" East along said Southerly right-of-way 1138.42 feet; Thence North 88° 23' 31" East 9.62 feet to a POINT on the said Easterly boundary line of Section 40; Thence departing said right-of-way of Malacompra Road North 19° 50' 00" West along said boundary line of Section 40, also being the Westerly boundary line of Johnson Beach Subdivision as recorded in Map Book 5, Page 9 of the Public Records of said Flagler County, 1442.70 feet; Thence departing said Easterly boundary line of Section 40, North 88° 23' 31" East along the Northerly boundary line of said Johnson Beach Subdivision 2548.87 feet to the Northeast corner of Johnson Beach Subdivision being a POINT on the Western boundary line of said Section 21; Thence North 00° 36' 49" West along said Westerly boundary line 1045.49 feet to a POINT on the Mean High Water Line of the Atlantic Ocean; Thence departing said boundary line of Section 21 South 21° 15' 53" East along the said Mean High Water Line 34.75 feet; Thence continue along said Mean High Water Line South 21° 40' 54" East 503.93 feet; Thence South 21° 42' 19" East 497.12 feet; Thence South 20° 52' 14" East 500.94 feet; Thence South 23° 34' 38" East 505.92 feet; Thence South 21° 08' 22" East 425.14 feet; Thence South 20° 10' 54" East 130.81 feet; Thence South 19° 09' 30" East 440.47 feet; Thence South 19° 43' 32" East 498.51 feet; Thence South 19° 58' 00" East 510.90 feet; Thence South 19° 51' 56" East 498.83 feet; Thence South 19° 59' 52" East 505.34 feet; Thence South 18° 07' 53" East 498.03 feet; Thence South 18° 03' 02" East 504.39 feet; Thence South 19° 09' 34" East 300.28 feet to a POINT on the Northerly right-of-way of said 16th Road; Thence departing said Northerly right-of-way South 19° 09' 35" East 50.01 feet to a POINT on the Southerly right-
of-way of said 16th Road; Thence departing said Southerly right-of-way along said Mean High Water Line South 19° 09' 34" East 153.39 feet; Thence South 19° 29' 22" East 511.45 feet; Thence South 20° 54' 05" East 497.62 feet; Thence South 19° 45' 00" East 507.57 feet; Thence South 20° 49' 52" East 497.95 feet; Thence South 20° 18' 41" East 507.65 feet; Thence South 19° 30' 43" East 510.25 feet; Thence South 18° 30' 55" East 494.37 feet; Thence South 19° 52' 39" East 502.28 feet; Thence South 22° 20' 56" East 497.23 feet; Thence South 20° 41' 30" East 509.67 feet; Thence South 20° 26' 31" East 500.09 feet; Thence South 19° 53' 06" East 499.88 feet; Thence South 21° 45' 36" East 503.26 feet; Thence South 24° 02' 33" East 516.08 feet; Thence South 18° 20' 30" East 495.06 feet; Thence South 20° 59' 25" East 274.96 feet to a POINT on the Northerly right-of-way of Jungle Hut Road; Thence departing said Northerly right-of-way South 20° 59' 25" East 53.31 feet to a POINT on the Southerly right-of-way of Jungle Hut Road; Thence departing said Southerly right-of-way along said Mean High Water Line, South 20° 59' 25" East 181.06 feet; Thence South 20° 20' 30" East 505.02 feet; Thence South 20° 08' 17" East 500.64 feet; Thence South 19° 52' 12" East 501.56 feet; Thence South 19° 13' 54" East 497.29 feet; Thence South 21° 19' 23" East 502.64 feet; Thence South 19° 57' 05" East 507.06 feet; Thence South 17° 55' 45" East 507.34 feet; Thence South 18° 49' 25" East 504.65 feet; Thence South 21° 02' 20" East 497.73 feet; Thence South 21° 04' 43" East 482.98 feet; Thence South 21° 04' 34" East 11.02 feet; Thence South 19° 11' 42" East 496.68 feet; Thence South 22° 23' 45" East 506.75 feet; Thence South 20° 05' 06" East 500.63 feet; Thence South 20° 42' 16" East 499.00 feet; Thence South 22° 07' 09" East 499.32 feet; Thence South 21° 45' 31" East 500.88 feet; Thence South 21° 59' 38" East 227.33 feet; Thence South 21° 59' 39" East 264.23 feet; Thence South 22° 30' 14" East 498.51 feet; Thence South 22° 43' 23" East 499.93 feet; Thence South 21° 20' 52" East 499.51 feet; Thence South 22° 12' 03" East 499.95 feet; Thence South 21° 18' 01" East 498.09 feet; Thence South 23° 31' 50" East 493.34 feet; Thence South 23° 12' 12" East 498.28 feet; Thence South 22° 31' 35" East 507.15 feet; Thence South 22° 12' 00" East 498.62 feet; Thence South 22° 18' 34" East 527.38 feet; Thence departing said Mean High Water Line South 89° 27' 13" West 262.35 feet to a POINT on the Easterly right-of-way of A-1-A; Thence departing said Easterly right-of-way South 89° 27' 13" West 108.42 feet to a POINT on the Wasterly right-of-way of A-1-A; Thence departing said Wasterly right-of-way South 89° 27' 13" West 65.58 feet to a POINT on the Easterly right-of-way of the Old Florida East Coast Canal (200' R. 4'); Thence departing said Easterly right-of-way South 89° 27' 13" West 211.08 feet to a POINT on the Wasterly right-of-way of said Old Florida East Coast
CANAL; THENCE SOUTH 19° 11' 11" EAST ALONG SAID WESTERLY RIGHT-OF-WAY 2786.38 FEET; THENCE SOUTH 17° 01' 23" EAST 3542.51 FEET TO A POINT OF INTERSECTION WITH THE EASTERNLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY (500' R/W); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL NORTH 46° 36' 23" WEST ALONG SAID EASTERNLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY 1326.21 FEET; THENCE NORTH 22° 42' 28" WEST 8360.55 FEET; THENCE NORTH 22° 41' 50" WEST 563.33 FEET; THENCE NORTH 44° 45' 20" WEST 1003.14 FEET; THENCE NORTH 66° 49' 09" WEST 1914.50 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF SAID OLD FLORIDA EAST COAST CANAL; THENCE DEPARTING SAID EASTERNLY RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY SOUTH 89° 41' 27" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL 1203.59 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY NORTH 00° 18' 33" WEST 200.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE OLD FLORIDA EAST COAST CANAL; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY NORTH 00° 37' 47" WEST 247.39 FEET TO A POINT OF THE SOUTHERLY RIGHT-OF-WAY OF SAID A-1-A; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY NORTH 00° 24' 54" WEST 100.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF A-1-A; THENCE SOUTH 89° 35' 06" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 309.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO INCLUDING A PARCEL OF LAND LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY (500' R/W) OF THE INTRACOASTAL WATERWAY IN GOVERNMENT SECTIONS 38 AND 46, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF CLUB HOUSE DRIVE (60' R/W) WITH THE WESTERLY RIGHT-OF-WAY OF YOUNG PARKWAY (104' R/W) ALL ACCORDING TO PALM COAST SECTION 3, AS RECORDED IN MAP BOOK 6, PAGE 8 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 20° 57' 23" EAST 72.45 FEET ALONG SAID RIGHT-OF-WAY OF YOUNG PARKWAY; THENCE NORTH 69° 02' 37" EAST 104.00 FEET; THENCE SOUTH 20° 57' 23" EAST 62.50 FEET; THENCE NORTH 69° 02' 37" EAST 833.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID INTRACOASTAL WATERWAY; THENCE SOUTH 20° 49' 48" EAST 857.71 FEET ALONG SAID WESTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 20° 49' 48" EAST 203.11 FEET TO A POINT ON A CURVE; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTHWESTERLY 1141.28 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1045.92 FEET AND A CENTRAL ANGLE OF 62° 31' 12" TO A POINT, TANGENT TO SAID CURVE IS NORTH 06° 19' 03" WEST; THENCE SOUTH 85° 40' 57" WEST 25.00 FEET; THENCE SOUTH 04° 19' 03" EAST 550.00 FEET; THENCE SOUTH 85° 40' 57" WEST 150.00 FEET; THENCE NORTH 27° 34' 10" WEST 190.75 FEET TO A POINT OF CURVATURE; THENCE NORTH-EASTERLY 1458.01 FEET ALONG A CONCENTRIC CURVE TO THE RIGHT HAVING A RADIUS OF 1245.92 FEET AND A CENTRAL ANGLE OF 67° 02' 57" TO THE POINT OF BEGINNING OF THIS DESCRIPTION.
LESS AND EXCEPT THE RIGHT-OF-WAY OF A-1-A, JUNGLE HUT ROAD, 16TH ROAD, MALACOMPA ROAD; ALL PLATTED STREETS LYING WITHIN THE JOHNSON BEACH SUBDIVISION, LOTS 1 - 9, 15 - 22, BLOCK 1; LOTS 1 - 3, 18 & 19, BLOCK 2; LOT 19, BLOCK 3, LOTS 1 - 4, 18 - 22, BLOCK 4; LOTS 1 - 11, 18 - 29, BLOCK 5; LOTS 13 & 14, 16 - 24, BLOCK 7; LOTS 2 & 5 - 11, BLOCK 8 OF SAID JOHNSON BEACH SUBDIVISION; OLD FLORIDA EAST COAST CANAL AND THE INTRACOASTAL WATERWAY.

NET ACRES CONTAINING 2244.91 ACRES, MORE OR LESS.

NOTE 1) ALL BEARINGS ARE MEASURED FROM GRID NORTH PER THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION.

2) THE MEAN HIGH WATERLINE WAS LOCATED IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES AND CHAPTER 15.3, FLORIDA ADMINISTRATIVE CODE.

(sheet 5 of 5)