

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT is entered on this ____ day of _____, 2017, by the CITY COMMISSION OF THE CITY OF PANAMA CITY, FLORIDA (herein City), and MASSALINA HOLDINGS, LLC (collectively herein Owner), for the purpose of establishing and binding the Owner development rights for the Property described herein, and providing assurances to the Owner that upon receipt of appropriate Local Development Orders and Development Permits it may proceed with development subject to the terms and conditions of this Agreement.

I. DEFINITIONS

The following definitions shall apply to terms and conditions as used in this Agreement.

1. Act and all references to provisions within the Act shall mean the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (2013).
2. Agreement shall mean this Development Agreement.
3. City shall mean Panama City, Florida and its City Commission.
4. City Commission shall mean the governing body of the City.
5. Development Permit shall mean any building permit, environmental permit, or other permit, authorization or approval, except a Local Development Order, and any amendments thereto, which may be required by the City or any agency of either the State of Florida or the government of the United States of America in order for the Owner to develop the Property or part of the Property.
6. Effective Date shall mean the effective date of this Agreement as specified in Section VIII of this Agreement.
7. Local Development Order means the final approval of an application for developing the project herein described.
8. Ordinances shall refer to the City ordinances in effect and published in the Panama City Code of Ordinances on the Effective Date of this Agreement. The term includes all land use regulations governing development of land within the City jurisdiction.
9. Party or Parties shall refer to the City and the Owner.
10. Plan shall mean the Panama City Comprehensive Policy Plan adopted by the City in June 2000 pursuant to Chapter 163, Part II, Florida Statutes, as it has been amended from time to time, which is in effect on the Effective Date of this Agreement.

11. Project shall mean the overall development of the Property subject to the provisions and limitations of this Agreement.

12. Property shall mean the real property legally described in Exhibit A attached hereto and incorporated herein.

13. State shall refer to the State of Florida.

II. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act as expressed in Section 163.3220, Florida Statutes, is as follows:

- (1) The Legislature finds and declares that:
 - (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.
 - (b) Assurance to a developer that upon receipt of his or her development permit he or she may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private costs participation in comprehensive planning, and reduces the economic of development.
- (2) In conformity with, in furtherance of, and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, encourage affordable and workforce housing to meet demand, and reduce the economic cost of development.
- (3) This intent is effected by authorizing local governments to enter into development agreements with developers subject to the procedures and requirements of ss. 163.3220 B 163.3243; and

WHEREAS, to encourage redevelopment of the Property consistent with the plans of the City, the Owner is desirous of agreeing upon, and reducing to contractual terms, the existing development rights of the Owner with regard to the Property; and

WHEREAS, it is in the best interests of the City and the citizens of the City that the redevelopment of the Properties be completed in a planned and orderly fashion, giving consideration to the subjects addressed in this Agreement; and

WHEREAS, on March 22, 2016, the City approved a Level 3 Development Order for the Property at the request of the owner; and

WHEREAS, the Owner has never requested the City to issue the approved Development Order due to unfavorable conditions for the development of the Property and is now requesting this Agreement that incorporates the previously approved Development Order for the Property to provide additional time for the orderly and planned development of the Property.

WHEREAS, the Owner and the City has agreed upon terms and conditions relating to the development of the Property and the Owners development rights which are acceptable to the Owner and to the City and the Owner and to the City deem it appropriate that the terms and conditions of their agreements be reduced to written form; and

WHEREAS, the Act provides a vehicle for the Owner and the City to document the assurances sought by each; and

WHEREAS, pursuant to the requirements of Section 163.3225, Florida Statutes, the City held the two required public hearings with respect to this Agreement on the 13th day of December, 2016 and the 10th day of January, 2017, with notice of such hearings having been provided as required by law, and has considered the public comments and record of such public hearings.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable considerations, the Owner and the City agree:

1. The foregoing Definitions and Recitals are correct and complete and are incorporated herein.
2. The Owner holds title to the Property.
3. The Property is described in Exhibit A attached hereto and incorporated herein. The Property consists of approximately 3.24± acres designated as of the Effective Date on the Future Land Use Map in the Plan as Mixed Use (MU) and zoned as of the Effective Date as MU-3 subject to the Conditions as shown on the attached Exhibit "B" which is incorporated into this Agreement.
4. The Owner has applied for and received City Commission approval of a Local Development Order, for a 48 unit condominium residences and a 49 slip marina, 25 slips associated with the Condominium and 24 slips as a separate commercial marina as shown on the attached Exhibit "C" which is incorporated into this Agreement.

5. The Owner acknowledges that it has initiated the request that the City enter into this Agreement; that the terms and conditions of the Agreement incorporate proposals made by the Owner and agreed to by the City; and that the City has not required the Owner draft or enter into this Agreement.
6. The public hearings notices, procedures, and conditions required by the Act relating to the Agreement have been held and met.

III. AUTHORITY

Execution of this Agreement is expressly authorized by Section 163.3223, Florida Statutes.

IV. PUBLIC HEARINGS

Public hearings required to enter into, amend or revoke this Agreement shall be advertised and held in accordance with the provision of Section 163.3225, Florida Statutes.

V. STATUTORY REQUIREMENTS

Required provisions to be included within this Agreement, as set forth in Section 163.3227 of the Act, are hereinafter addressed as follows:

1. Legal Description. The legal description of the Property is attached as Exhibit A.
2. Duration of the Agreement. The Term of this Agreement shall be ten (10) years from the Effective Date, unless otherwise terminated or extended by mutual consent of the parties or in accordance with either applicable law or the provisions of this Agreement. The City shall have the option to unilaterally terminate this agreement if an application for a Local Development Order for the entire Property has not been filed within ten (10) years of the Effective Date of this Agreement, or physical development of the Property pursuant to a Development Permit has not commenced within two (2) years after the final issuance of a Local Development Order and been continued in a manner consistent with the economic conditions of the community as a whole as opposed to the value or development potential of the Property individually.
3. Development Rights and Uses. During the Term of this Agreement and whenever Owner is not in breach of any material covenant of this Agreement, the City hereby agrees that:
 - (a) The City grants and confirms to the Owner the densities and intensities as set forth in Exhibit "B" and as reflected in the previously approved but unissued Development Order.
 - (b) Whenever Owner is not in breach of any material covenant of this Agreement, the Owner is entitled to apply for Local Development Orders and Development Permits required to develop the Property substantially as described in this Agreement.

- (c) In the event of any conflict or inconsistency between this Agreement and the Plan and ordinances identified above, this Agreement shall control. Ordinances or regulations adopted after the Effective Date of this Agreement shall not preclude the Owner from developing the uses specifically allowed in this Agreement at the densities, intensities, and other development parameters specified herein.
 - (d) Changes to Comprehensive Plan and Zoning Code. Except as specifically provided herein, the City Comprehensive Plan and Ordinances in effect on the effective date of this Agreement as they specify the land use, density and intensity of the land use shall apply to the Property for the duration of this Agreement.
 - (e) Development Not a Non-Conforming Use. The parties acknowledge and agree that development of the Property under the terms and conditions of this Agreement shall not be deemed to be a non-conforming use during the Term.
 - (f) Owner to Maintain Records.
- 4. Permits Required by State or Federal Agencies. Any state or federal permits required to commence development of the Property shall be obtained prior to the start of construction.
 - 5. Description of Public Facilities; Credits. Public facilities needed to service development authorized by this Agreement, the providers, the dates any new facilities will be constructed, and a schedule to assure that public facilities are available concurrent with the impacts of development shall be determined during the Local Development Order application process.
 - 6. Consistency with the City Plan and Ordinances. The City hereby finds and confirms that this Agreement is consistent with the Panama City Comprehensive Plan and the uses permitted by the City Ordinance and land use regulations. During the Term, all development that conforms to this Agreement shall be lawfully conforming development as to height, density and intensity and use, regardless of any later amendments to the building height, density or intensity standards or uses permitted in the Plan, Ordinances or superseding land development code.
 - 7. Compliance with All Applicable Permit and Approval Requirements. The Owner hereby acknowledges and agrees that the failure of this Agreement to address a particular permit condition, term, restriction, approval, or requirement with respect to the development of the Projects, shall not relieve the Owner of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction, or obtaining any applicable permit or approval prior to initiating any part or phase of the development of the Properties for which such permit or approval may be required subject in all respects to Owner's right to complete the full development authorized by this Agreement.

VI. LOCAL LAWS AND POLICIES

This Agreement specifically anticipates and provides that the City may apply certain subsequently adopted Ordinances to the development of the Property; provided, however, that Owner is entitled to apply for a Development Order and all Development Permits required to the maximum development substantially as described in this Agreement. Other subsequently adopted ordinances and policies may be applied to the development that is the subject of this Agreement as provided in Section 163.3233(2), Florida Statutes (2013); provided, however, that no subsequently adopted law or policy shall be construed to render any development to which the owner is entitled under this Agreement or a validly issued Development Order nonconforming during the Term. Nothing set forth in this Section VII shall act to abrogate any rights which may vest in the Owner with respect to the development of the Property pursuant to common law.

VII. RECORDING AND EFFECTIVE DATE

Within fourteen (14) days after the City executes this Agreement with the Owner, the City shall cause this Agreement to be recorded in the Official Records of Bay County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Community Affairs within fourteen (14) days after the Agreement is recorded. A copy of the recorded Agreement shall also be provided to the Owner. This Agreement shall not be effective until (a) it has been recorded in the Official Records of Bay County, Florida, and (b) until thirty (30) days have elapsed after this Agreement has been received by the State Department of Community Affairs. If this Agreement does not become effective on or before July 1, 2017, it shall terminate, expire and be of no further force and effect. This Agreement shall be binding upon and shall benefit and inure to the successors in interest of the parties to this Agreement.

VIII. ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS

The City acknowledges that the Owner has the right at any time, upon written consent of the City, to assign all, but not less than all, of this Agreement, together with the development rights and obligations established herein, to a third-party owner and developer of the Property, provided that any such assignee third party owner and developer shall be bound to develop the Property in accordance with the provisions of this Agreement. Provided, further, that by executing this Agreement the City consents in advance that Owner may assign all, but not less than all, of this Agreement to any assignee as to which a party to this Agreement is an equity owner in the assignee without prior written consent of the City. The City and the Owner acknowledge that, in accordance with Section 163.3239, Florida Statutes (2013), the burdens of this Agreement and the benefits of this Agreement shall inure to the benefit of and be binding upon all of the successors in interest to the parties to this Agreement.

IX. DISPUTE RESOLUTION

1. Notice of Default. The City agrees to use its best efforts to promptly notify the Owner of any breach of a material covenant under this Agreement, provided that the failure to do so shall not constitute a waiver of the same or of any subsequent breach, or affect any remedy available to the City.

2. Mediation. The parties will attempt in good faith to resolve by mediation any controversy or claim of any kind or nature arising out of or relating to this Agreement prior to the commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the First Judicial Circuit of the State of Florida, upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within 30 days after the mediator is selected, unless extended for good cause by the mediator. In the event that any such dispute cannot be resolved by mediation after a good faith effort by both parties, either party may seek relief in the Circuit Court of the Fourteenth Judicial Circuit, in and for Bay County, Florida.
3. Remedies. Following unsuccessful mediation, the affected party shall be entitled to pursue all remedies available at law or in equity as shall be necessary to achieve the intent of this Agreement, including without limitation, the right to obtain specific performance and mandatory injunction, rescission, and the right to such other remedy or remedies as the court having jurisdiction deems appropriate. None of these remedies shall be deemed exclusive of one another, or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, and to the extent necessary to achieve the intent of the Agreement.
4. Upon a breach of a material covenant under this Agreement which also is a violation of a Development Permit issued by the City, the City shall have all rights and remedies accorded to it under general law with respect to such Development Permit. The provisions of this paragraph are cumulative to any other remedy available to the City.
5. Estoppel Certificate. At any time and from time to time, the Owner may request from the City a certificate acknowledging that proposed or constructed facilities, or proposed or finalized documents, comply with specific provisions of this Agreement. Upon the receipt of such request, the City shall have fifteen (15) working days to either issue such certificate or request such additional information or documentation as it may deem appropriate or, necessary to make the requested certificate. In lieu of such additional information or documentation, the Owner may request that the City make stated assumptions in its certificate regarding the matters which would be elicited by such additional information or documentation. Upon receipt of any requested additional information or documentation, or the Owner's request that the City make certain assumptions in lieu of such documentation, the City shall promptly (and in no event more than fifteen (15) working days after such receipt) prepare a certificate stating whether or not the proposed or constructed facilities or the proposed or finalized documents comply with the specified provisions of this Agreement. The City shall be estopped from taking a position inconsistent with such certificate.

X. NOTICES

Any notices required to be given or elected to be given by either of the Parties pursuant to the terms of this Agreement shall be deemed effectively provided when (1) placed in the United States Mail, Certified Mail Return Receipt Requested, (2) placed in the hands of an overnight delivery service e.g. Federal Express, Airborne Express, (3) telefaxed to parties, or (4) hand delivered to the parties at the physical and email addresses and telefax numbers provided below.

As to Owner: Anna Egret, Manager
Massalina Holdings, LLC
2200 Nelson Street
Panama City, Florida 32402-0960
Phone: 850-763-1900

and a copy to: Brian R. D'Isernia, President
Massalina Holdings, LLC
2200 Nelson Street
Panama City, Florida 32402-0960

As to City: City of Panama City
Attn: City Manager
City Hall, 9 Harrison Avenue
Panama City, FL 32401
Telephone (850) 872-3002

and a copy to: Nevin J. Zimmerman, City Attorney
221 McKenzie Avenue
Panama City, FL 32401
Phone: (850) 769-1414
Fax: (850) 784-0857
Email: nzimmerman@burkeblue.com

XI. MISCELLANEOUS

1. Amendment. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto after notice as required by law.
2. Headings. The headings of the sections and paragraphs in this Agreement are for convenience of the reader and do not control the meaning of the provision of this Agreement.
3. Severability. If any provision of this Agreement is declared invalid or unenforceable in a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.
4. Drafting. Both parties have participated in the drafting and preparation of this Agreement and the provisions hereof shall not be construed for or against any party by reason of authorship.
5. Cost and Expenses. Simultaneously with the execution of this Agreement, Owner shall pay the City costs and expenses of entering into this Agreement, but said payment shall not exceed the sum of \$ _____.
6. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Neither the failure or any delay by any party hereto in exercising any right or power under this Agreement nor any course of dealing between the City, on the one hand, and the Owner or its permitted assignee, on the other hand, will operate as a waiver of such right or power, and no single or partial exercise of any such

right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

7. Conditions. The Conditions in Exhibit B are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate authorized representative on the dates below written,

Signed, seal and delivered
In the presence of

CITY OF PANAMA CITY, FLORIDA

By: _____
Greg Brudnicki, Mayor

ATTEST: _____
Darlene Hachmeister, City Clerk
STATE OF FLORIDA
COUNTY OF BAY

Sworn to and subscribed before me this _____ day of _____, 20____,
_____, personally appeared before me, (who is personally known
to me) (whose identity was proved on the basis of _____), to be the signer of the
above statement.

My commission expires:

Notary Public

Printed Name

Witnesses:

MASSALINA HOLDINGS, LLC,
A Florida Limited Liability Company

By: _____
Anna Egert, As Its Manager

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF BAY

Sworn to and subscribed before me this _____ day of _____, 20____,
_____, personally appeared before me, (who is personally known
to me) (whose identity was proved on the basis of _____), to be the signer of the
above statement.

My commission expires:

Notary Public

Printed Name

DRAFT

Exhibit A

Legal Description for Property

DESCRIPTION OF PARCEL:

PARCEL 1:

A PARCEL OF LAND BEGINNING AT A POINT 389.2 FEET NORTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE N41°30'00"W 81.5 FEET TO THE MARGIN OF MASSALINA BAYOU; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID MARGIN OF MASSALINA BAYOU TO A POINT WHERE SAME IS INTERSECTED BY THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING; LYING AND BEING IN BAY COUNTY, FLORIDA.

PARCEL 2:

A PARCEL OF LAND BEGINNING AT A POINT 334.7 FEET NORTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE N41°30'00"W TO THE MARGIN OF MASSALINA BAYOU; THENCE NORTHEASTERLY ALONG SAID MARGIN OF MASSALINA BAYOU TO A POINT WHERE IT IS INTERSECTED BY A LINE PARALLEL TO THE FIRST MENTIONED LINE AND 36.5 FEET THERE FROM; THENCE S41°30'00"E, ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TOWNSHIP 4 SOUTH, RANGE 14 WEST; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 54.5 FEET TO THE POINT OF BEGINNING; LYING AND BEING IN BAY COUNTY, FLORIDA. LESS & EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF BEACH DRIVE.

PARCEL 3:

PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 9, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BOUNDED AS FOLLOWS: ON THE NORTH BY MASSALINA BAYOU; ON THE EAST BY HARMON AVENUE; ON THE SOUTH BY SECOND COURT; ON THE WEST BY BEACH DRIVE; IN PANAMA CITY, FLORIDA. SUBJECT TO THAT CERTAIN EASEMENT GRANTED TO CITY OF PANAMA CITY BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 35, PAGE 46, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE NORTH BY MASSALINA BAYOU; ON THE EAST BY HARMON AVENUE; ON THE SOUTH BY SECOND COURT; ON THE WEST BY A LINE 100 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT OF LINE OF HARMON AVENUE.



Exhibit B

Conditions

1. The existing City sanitary pump station will be replaced, abandoned and demolished. The Owner will design and construct a new sanitary lift station to City standards and requirements to replace the existing pump station as shown on the attached Exhibit "D" which is incorporated into this Agreement.
2. The Owner will provide to the City a utility easement for the new pump station and associated piping as shown on the attached Exhibit "E" which is incorporated into this Agreement.
3. The City will provide a quit claim deed to Owner to the existing pump station parcel and to any easements as shown on the attached Exhibit "F" which is incorporated into this Agreement.
4. The Owner's reasonable costs to design, engineer relocate and construct the new pump station, as certified by the Owner's engineer and confirmed by the City, shall be credited to the Owner's onsite utility impact fees; provided, however, in no event will the City be obligated to pay for such costs in the event such costs exceed the applicable onsite utility impact fees.

Exhibit C - Development Order



CITY COMMISSION MEETING 3-22-16 Agenda Item Request Form

ITEM: Level 3 Development Order review for 305 E. Beach Drive.

BACKGROUND INFORMATION: The owner, Massalina Holdings, Inc., intends to develop the 3-acre site with a 48-unit condo development. The units will be spread across two four-story buildings. There will be a marina with 25 wet slips associated with the condos.

The project will also include a separate commercial marina with 24 wet slips.

Comments from City departments are as follows:

Underground Utilities: Water and sanitary sewer is available to this property. Applicant will be upgrading and relocating an existing City-owned lift station on the property. The City will require easements for this lift station. Some technical details of the utilities plan are still under review, but Staff anticipates these issues will be resolved shortly.

Planning and Land Use: The proposed use is allowable in the Mixed Use-3 (MU-3) zoning district. The proposed development would have a residential density of 16 units per acre (calculated against the total area of the development), which is within the maximum allowable density of 20 units per acre. The nonresidential portion of the development does not exceed the maximum floor area ratio of 0.75 in MU-3. Building height and setback requirements are met. The site plans show parking requirements will be met for both the condo and the marina uses.

The developer will be removing several protected and heritage trees from the site, and has provided a landscape plan with a tree mitigation schedule. The applicant has also designed the parking lot so as to maximize the number of existing trees that can be saved. Planning staff is satisfied that the site plan and landscape plan meet the intent of the LDRs with respect to tree preservation.

The site contains jurisdictional wetlands; the applicant is in the process of obtaining the appropriate fill permits from FDEP/Army Corps. Similarly, the applicant is engaged in the permitting process with state agencies for the residential docks and commercial marina.

The project will include relocating and upgrading a City lift station that currently sits on the site. The applicant will provide easements to the City for the new location of the lift station. Other easements along the shoreline will be maintained by the property owner as a condition of the permitting process with FDEP/Army Corps.

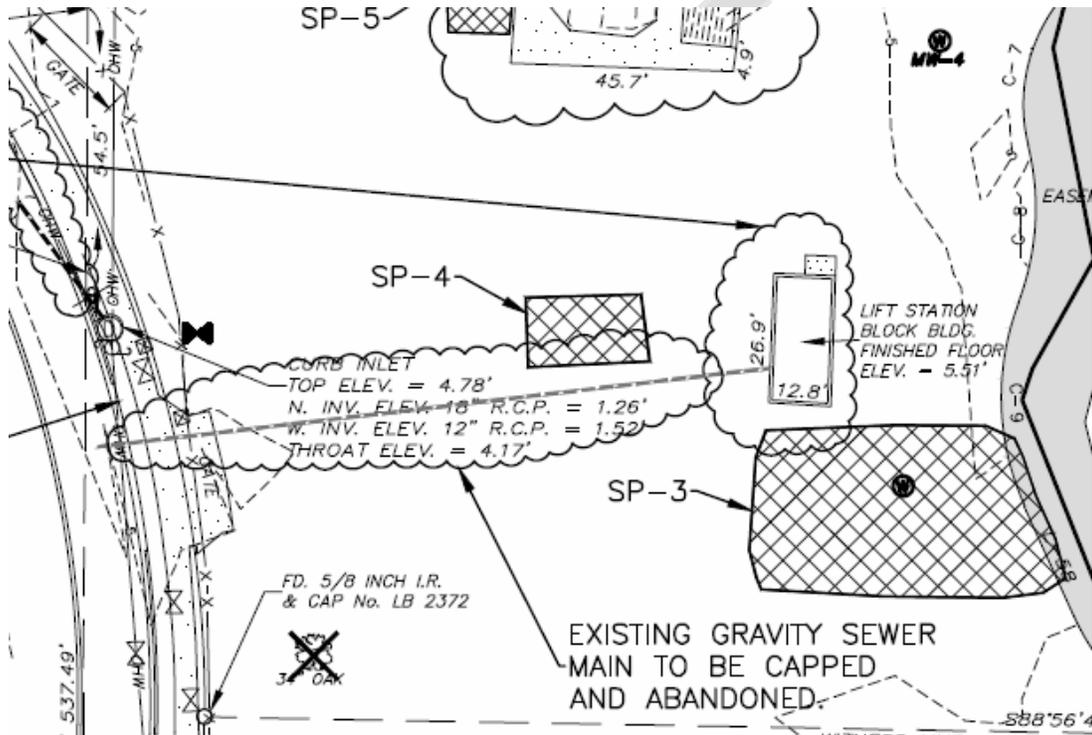
The proposed development meets the intent of the Land Development Regulations and Comprehensive Plan. Staff recommends approval of the plans, on the condition that the applicant resolves outstanding utility issues and furnishes utility easements acceptable to the City.

The Planning Board considered this item at its regularly-scheduled meeting on March 7, 2016. The Board voted unanimously to recommend approval of the development order (four members present, one member absent).

DEPARTMENT HEAD RECOMMENDATION: Consider the development order request.

Exhibit D

Pump Station Replacement



Existing

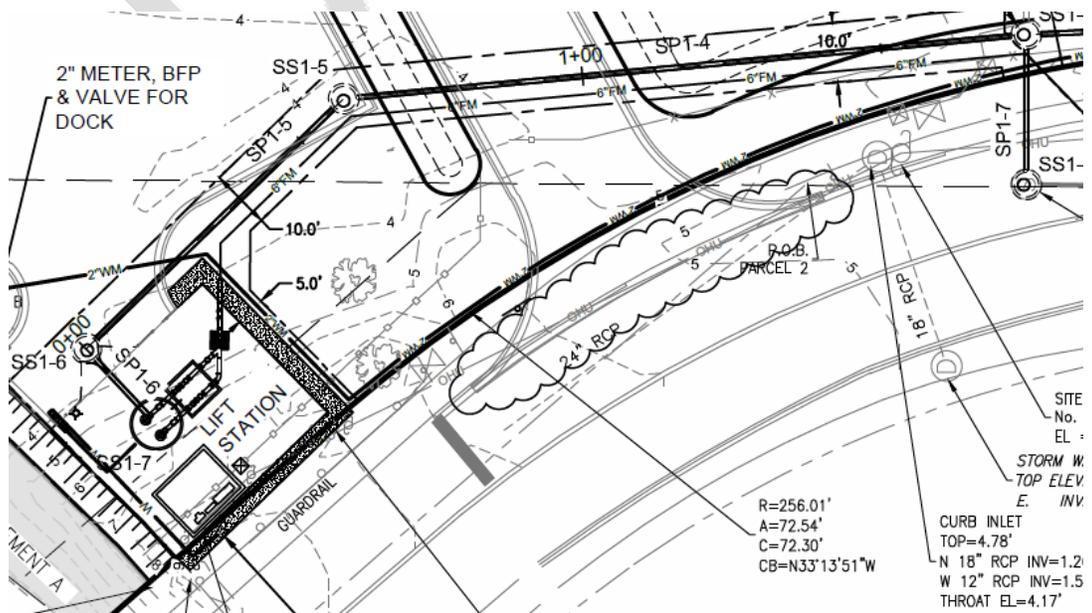


Exhibit E

Owner to City Utility Easement

DESCRIPTION OF UTILITY EASEMENT:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE N00°25'06"E, ALONG THE WEST LINE OF SAID SECTION 9 FOR 418.66 FEET TO THE POINT OF BEGINNING; THENCE N44°17'08"W FOR 11.72 FEET; THENCE N89°29'28"W FOR 9.89 FEET; THENCE S45°49'04"W FOR 25.78 FEET TO THE CURVING EASTERLY RIGHT OF WAY LINE OF BEACH DRIVE (60 FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG SAID CURVING EASTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 5.43 FEET, SAID CURVE HAVING A RADIUS OF 256.01 FEET, A DELTA ANGLE OF 01°12'51" AND A CHORD BEARING OF N40°44'29"W FOR 5.43 FEET TO THE POINT OF TANGENCY; THENCE N41°20'55"W ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 34.63 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN N45°49'04"E FOR 40.69 FEET; THENCE S44°17'08"E FOR 75.24 FEET; THENCE S05°23'13"E FOR 120.42 FEET; THENCE S78°11'36"W FOR 10.99 FEET TO SAID CURVING EASTERLY RIGHT OF WAY LINE OF BEACH DRIVE (60 FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG SAID CURVING EASTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 10.00 FEET, SAID CURVE HAVING A RADIUS OF 256.01 FEET, A DELTA ANGLE OF 02°14'17" AND A CHORD BEARING OF N11°48'24"W FOR 10.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN N78°11'36"E FOR 2.05 FEET; THENCE N05°23'13"W FOR 107.96 FEET; THENCE N44°17'08"W FOR 13.05 FEET TO THE POINT OF BEGINNING.



Exhibit F

City to Owner

Quick Claim Parcel & Easements

NEED DEED LEGAL DESCRIPTION

