



**Hammock Beach Club
Condominium Association, Inc.**

**The One Bedrooms at the Hammock
Beach Club Condominium
Association, Inc.**

Integrity

ALWAYS DO WHAT YOU
SAY YOU'RE GOING TO DO

Legacy

SOMETHING HANDED
DOWN FROM A
PREDECESSOR

1943



1980



84-7 Meeting Minutes

5

152

3/30/84

DATE APPROVED: August 6, 1984 APPROVED BY: Thomas D. Durrance
ATTEST: William S. Chalk CHAIRMAN
CLERK AND EX OFFICIO MEMBER OF THE BOARD

BOARD OF COUNTY COMMISSIONERS
SPECIAL CALLED MEETING
PUBLIC HEARING ON DEVELOPMENT OF REGIONAL IMPACT-HAMMOCK DUNES
MARCH 30, 1984

PRESENT: CHAIRMAN DURRANCE; COMMISSIONERS SHOEMAKER, COWART, STEFLIK, AND JOHNSTON (9-18);
BOARD ATTORNEY MCKINNON; ADMINISTRATIVE ASSISTANT PELLICER; COUNTY ENGINEER CHIN-
NERY; AND DEPUTY CLERK DICKES.

THE MEETING WAS CALLED TO ORDER BY CHAIRMAN DURRANCE AT 9:07 A.M. IN THE BOARD ROOM OF THE
BELLE TERRE MIDDLE SCHOOL.

CHAIRMAN DURRANCE STATED THAT THIS IS A PUBLIC HEARING TO COMPLETE THE REVIEW OF THE HAMMOCK
DUNES DRI. HE STATED THAT THIRTY DAYS HAVE BEEN ALLOWED FOR PUBLIC COMMENT ON THE DRI
AND NO COMMENTS HAVE BEEN RECEIVED BY THE BOARD. HE STATED THAT A DRAFT OF THE PROPOSED
DEVELOPMENT OF REGIONAL IMPACT (DRI) HAS BEEN AVAILABLE FOR PUBLIC REVIEW. BOARD ATTORNEY
MCKINNON STATED THAT THERE ARE SOME LAST MINUTE CHANGES TO THE DRAFT THAT MR. MADE HOPPING,
COUNCIL FOR ADMIRAL CORPORATION, IS GOING TO PRESENT. MR. HOPPING STATED THAT ON PAGE
FOUR OF THE RESOLUTION IT HAS BEEN CHANGED TO REFLECT THAT THE COUNTY ENGINEER IS DESIGNATED
AS THE LOCAL OFFICIAL RESPONSIBLE FOR RECEIVING AND MONITORING THE ANNUAL REPORTS AND
ASSURING COMPLIANCE WITH THE DEVELOPMENT ORDER BUT THAT THE COUNTY COMMISSION IS ACTUALLY
THE RESPONSIBLE PARTY FOR MONITORING THE DEVELOPMENT ORDER.

MR. HOPPING CONTINUED WITH A CHANGE ON PAGE A-15, PARAGRAPH 4.6(a), WHICH REFLECTS THE
COUNTY COMMISSIONERS' CONCERN ABOUT THE I-95 OVERPASS AND REFERENCES AN AGREEMENT BETWEEN
FLAGLER COUNTY AND ITT/CDC TO BE EXECUTED TODAY. MR. MCKINNON SAID THAT THERE ARE NO
TYPING PROBLEMS IN THE AGREEMENT, AND ASKED
THE AGREEMENT. MR. HOPPING STATED THAT THE AGREEMENT MAKES IT CLEAR THAT WHEN LEVEL OF
SERVICE "D" IS REACHED, WITHIN 18 MONTHS ITT/CDC MUST NOTIFY THE DEPARTMENT OF TRANSPORTATION
THAT IT IS TIME TO HONOR THEIR COMMITMENT FOR FOUR LANING THE I-95 OVERPASS, AND IF
D.O.T. FAILS TO ACT ON THIS WITHIN 12 MONTHS ITT IS OBLIGATED TO SEEK WHAT REMEDIES IT
MUST TAKE TO DO THIS, AND IF D.O.T. FAILS TO DO THIS THEN ITT/CDC AGREES TO PERFORM THE
FOOT COMMITMENTS BY COMMENCING CONSTRUCTION OF THIS OVERPASS WITHIN 60 MONTHS OF THE ITT/CDC
ORIGINAL REQUEST TO FOOT, WITHOUT PREJUDICE TO ITT/CDC'S RIGHT TO RECOVER FROM FOOT ANY
COSTS AND EXPENDITURES INCURRED BY IT AS A RESULT OF SUCH CONSTRUCTION.

MR. HOPPING STATED THAT THE NEXT CHANGE IS ON PAGE A-19. THIS IS AS A RESULT OF A REQUEST
AT THE COMMISSIONER'S WORKSHOP AT WHICH TIME THE COMMISSION ASKED MR. DON CHINNERY TO ESTI-
MATE THE COST OF CONSTRUCTING TWO VEHICULAR CROSSOVERS WHICH HE ESTIMATED AT \$60,000 AND
THIS IS NOW ENTERED IN PARAGRAPH 6.2. ALSO \$17,000 WAS ASKED FOR PEDESTRIAN WALKOVERS
AT THE END OF 16TH ROAD AND JUNGLE HUT ROAD AND IS IN PARAGRAPH 6.2. HE STATED THAT THEY
ALSO ADDED A PROVISION THEY WILL MATCH THE INTEREST RATE OF ONE YEAR'S CERTIFICATE OF DE-
POSIT RATE BEING PAID BY BARNETT BANK OF FLAGLER COUNTY BEGINNING JANUARY 1, 1985, SO
THAT ADEQUATE MONEY WILL BE AVAILABLE AT THE TIME OF CONSTRUCTION. COMMISSIONER STEFLIK
STATED THAT ON PAGE A35 HE IS CONCERNED ABOUT THE COMPANY HAVING THE OPTION TO BUILD TWO

86

1/16/84

BY THIS COUNTY TO PROTECT THE PEOPLE. MR. KENNETH ILENFELDT STATED THAT HE LIVED IN THE
HAMMOCK AND DID NOT HAVE GOOD WATER AND HE HAS TWO WELLS.

MR. HOPPING ASKED MR. SALOWE TO EXPLAIN ITEM NO. 8 ON THE AGENDA - EQUIPMENT AND FACILITIES
COMMITMENTS. MR. SALOWE STATED THAT THE EQUIPMENT AND FACILITY COMMITMENTS ARE LARGELY THE
REGIONAL PLANNING COUNCIL'S RECOMMENDATIONS AND REPORT.

HE STATED THAT THEY WILL BUILD ON THE PROJECT A PUBLIC SAFETY COMPLEX WHICH WILL
BE A TWO BAY FACILITY TO HOLD FIRE EQUIPMENT AND EMERGENCY MEDICAL EQUIPMENT. THE COM-
PANY WILL PROVIDE ONE EMERGENCY SERVICE LINE UNIT (ADVANCE LIFE SUPPORT) AND ONE 1,250
GALLON CAPACITY FIRE PUMPER/TANKER. ALSO TO CONTRIBUTE THE EQUIVALENT VALUE OF TWO
SHERIFF'S PATROL UNITS (APPROXIMATELY \$23,000-\$25,000) FOR USE FOR PUBLIC SAFETY PURPOSES.
MR. DAN CASTLE STATED THAT THIS IS BASICALLY CONSISTENT WITH THE REGIONAL PLANNING COUNCIL
RECOMMENDATIONS.

MR. SHELTON BARBER, CLERK OF THE CIRCUIT COURT, ASKED IF THE APPLICANT HAS MADE ANY
PROVISION FOR CEMETARY SPACE IN THE PROJECT? MR. HOPPING STATED THAT IT WAS NOT IN
THEIR PLAN. COMMISSIONER STEFLIK ASKED IF THERE WAS ANY PROVISION FOR ADDITIONAL
EQUIPMENT AND FACILITIES BEYOND THIS STATED AMPER THE 1,000 UNITS ARE BUILT, ANY
EXPANSION? MR. HOPPING STATED THAT ANY EXPANSION WOULD HAVE TO BE TAKEN CARE OF BY ANY
GOVERNMENTAL ENTITY IN THIS AREA.

MR. HOPPING ASKED MR. SALOWE ABOUT ITEM NO. 9 ON THE AGENDA - BEACHFRONT AND PARK COMMITMENTS.
MR. SALOWE STATED THAT THEY ARE AN EXTENSION OF WHAT WAS IN THE REGIONAL PLANNING
COUNCIL'S RECOMMENDATIONS AND REPORT. HE SAID THEY PROPOSE TO DONATE 67 ACRES OF
OCEANFRONT LAND, WHICH IS TWO MORE ACRES THAN THE REGIONAL PLANNING COUNCIL REPORT
INDICATED. ALSO TEN ACRES OF LAND ALONG THE INTRACOASTAL PARK ADJACENT TO THE BRIDGE.
THE LAND WILL BE CONVEYED AS FOLLOWS: TWO ACRES AT THE END OF JUNGLE HUT ROAD UPON
COMPLETION OF THE INTRACOASTAL WATERWAY BRIDGE; EIGHT ACRES OF PARK LAND AT THE SOUTH
END OF THE HAMMOCK DUNES SITE UPON APPROVAL OF THE FIRST SITE DEVELOPMENT PLAN; NINETEEN
ACRES OF PARK LAND SOUTH OF THE APPLICANT'S NORTH JOHNSON BEACH PROPERTY LINE UPON APPROVAL
OF THE FIRST SITE DEVELOPMENT PLAN; FIVE ACRES OF PARK LAND NORTH OF THE APPLICANT'S
NORTHERN JOHNSON BEACH PROPERTY LINE UPON REQUEST FROM THE COUNTY ANY TIME AFTER APPROVAL
OF THE FIRST SITE DEVELOPMENT PLAN; THE FINAL THIRTY-THREE ACRES OF PARK LAND AT THE END
OF 16TH ROAD AS FOLLOWS: 1/3 OF LAND AND OCEANFRONTAGE UPON COMPLETION OF THE INTRACOASTAL
WATERWAY BRIDGE, 1/3 OF LAND AND OCEANFRONTAGE UPON COMPLETION OF PHASE I AND 1/3
OF LAND AND OCEANFRONTAGE UPON COMPLETION OF PHASE II. THE APPLICANT SHALL GRADE THE
PARK SITES IN A REASONABLE MANNER SUITABLE AND WE AGREED EARLIER THIS MORNING TO PAVE
16TH AND JUNGLE HUT ROADS TO THE EDGE OF THE PARK. PARK CONVEYANCES SHALL RESTRICT THE
PROPERTY'S USE TO PARK OR OTHER GOVERNMENTAL PURPOSES. THE GOLF COURSES WILL BE DEED AND
PLAT RESTRICTED TO ENSURE THAT THE USAGE OF THIS LAND IS LIMITED TO GOLF COURSES. MR.
DAN CASTLE STATED THAT THIS IS CONSISTENT WITH AND EXCEEDS THE RECOMMENDATIONS OF THE
PLANNING COUNCIL.

COMMISSIONER STEFLIK SAID HE WOULD LIKE ADMIRAL TO PUT IN SOME OF THE FACILITIES IN
THE PARKS SUCH AS MAYBE RESTROOMS, PICNIC HUTS, DRINKING FOUNTAINS AT THE MALCOMBRA
ROAD FACILITY ALSO VEHICLE DRIVE OVERS SOMEWHERE. HE ALSO ASKED ABOUT A BOAT RAMP BY
THE INTRACOASTAL BRIDGE. CHAIRMAN DURRANCE AND COMMISSIONER STEFLIK STATED THAT ALL

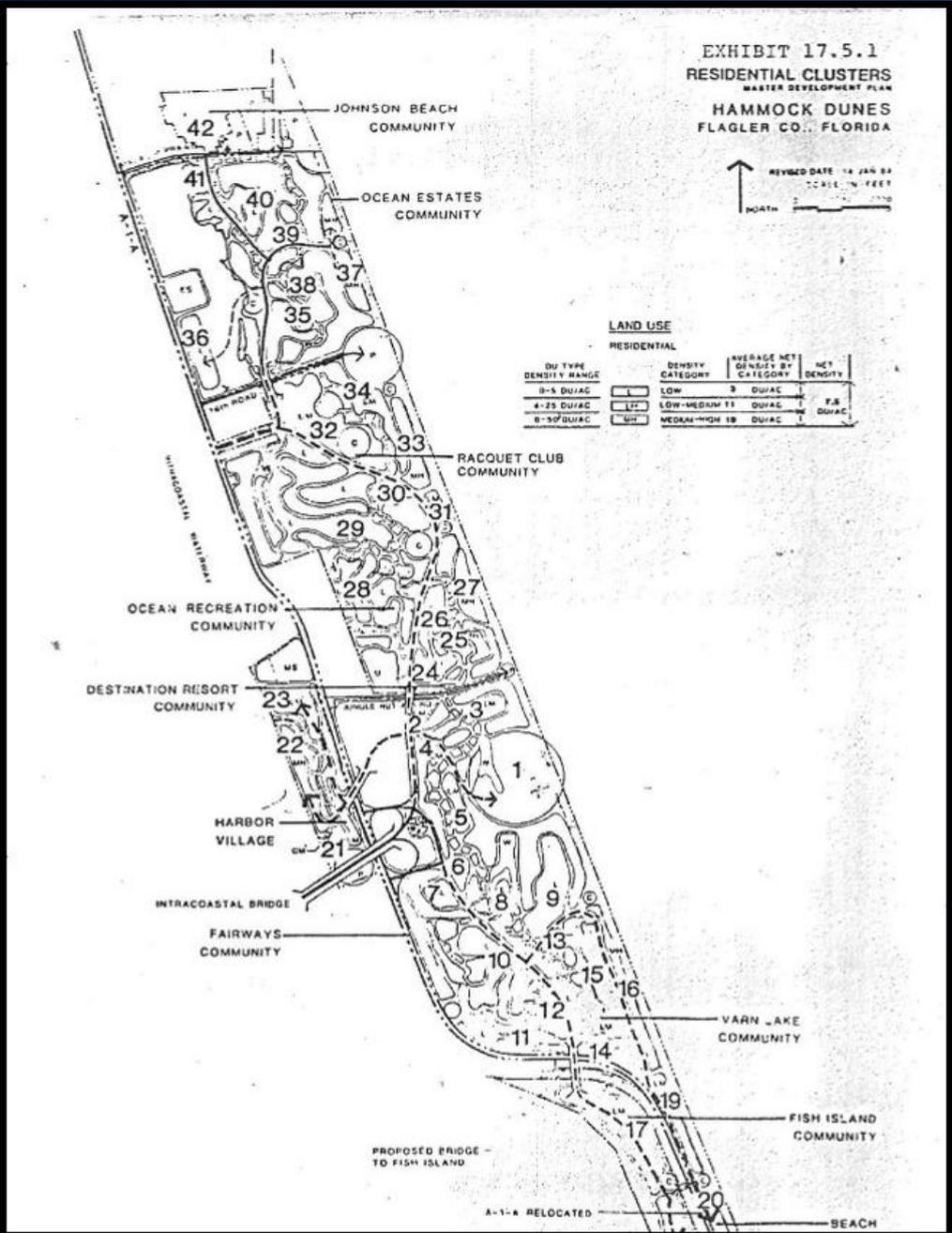
Excerpt From 84-7 Meeting Minutes

16TH AND JUNGLE HUT ROADS TO THE EDGE OF THE PARK. PARK CONVEYANCES SHALL RESTRICT THE PROPERTY'S USE TO PARK OR OTHER GOVERNMENTAL PURPOSES. THE GOLF COURSES WILL BE DEED AND PLAT RESTRICTED TO ENSURE THAT THE USAGE OF THIS LAND IS LIMITED TO GOLF COURSES. MR. DAN CASTLE STATED THAT THIS IS CONSISTENT WITH AND EXCEEDS THE RECOMMENDATIONS OF THE PLANNING COUNCIL.

- 14.4 The Applicant shall contribute \$20,000 to the County for purposes of Malacompra park improvements such as the construction of picnic tables and other park facilities. These funds shall be contributed when the 19 acres of Malacompra park site are conveyed to the County.
- 14.5 Land identified for golf course usage on the Master Development Plan map (ADA, p. 12.5) shall be deed and plat restricted to ensure that the usage of this land is limited to golf courses (including appropriate associated golf club facilities), open space, parks or, if approved by the County Commission, other appropriate recreational usages. Since it is recognized that the final configurations of the proposed golf courses are not now available, the Applicant at the time of platting shall identify the specific acreage for golf course use. The plat shall show the boundaries and configurations of the golf courses. The plat and all deeds of land within the area so identified as golf course usage on the plat shall contain restrictions limiting the usage of the property platted to golf courses (including appropriate associated golf club facilities), open space, parks or, if approved by the County Commission, other appropriate recreational or governmental usages.

1984 DRI D.O. Section 14.5

The 1984 Plan



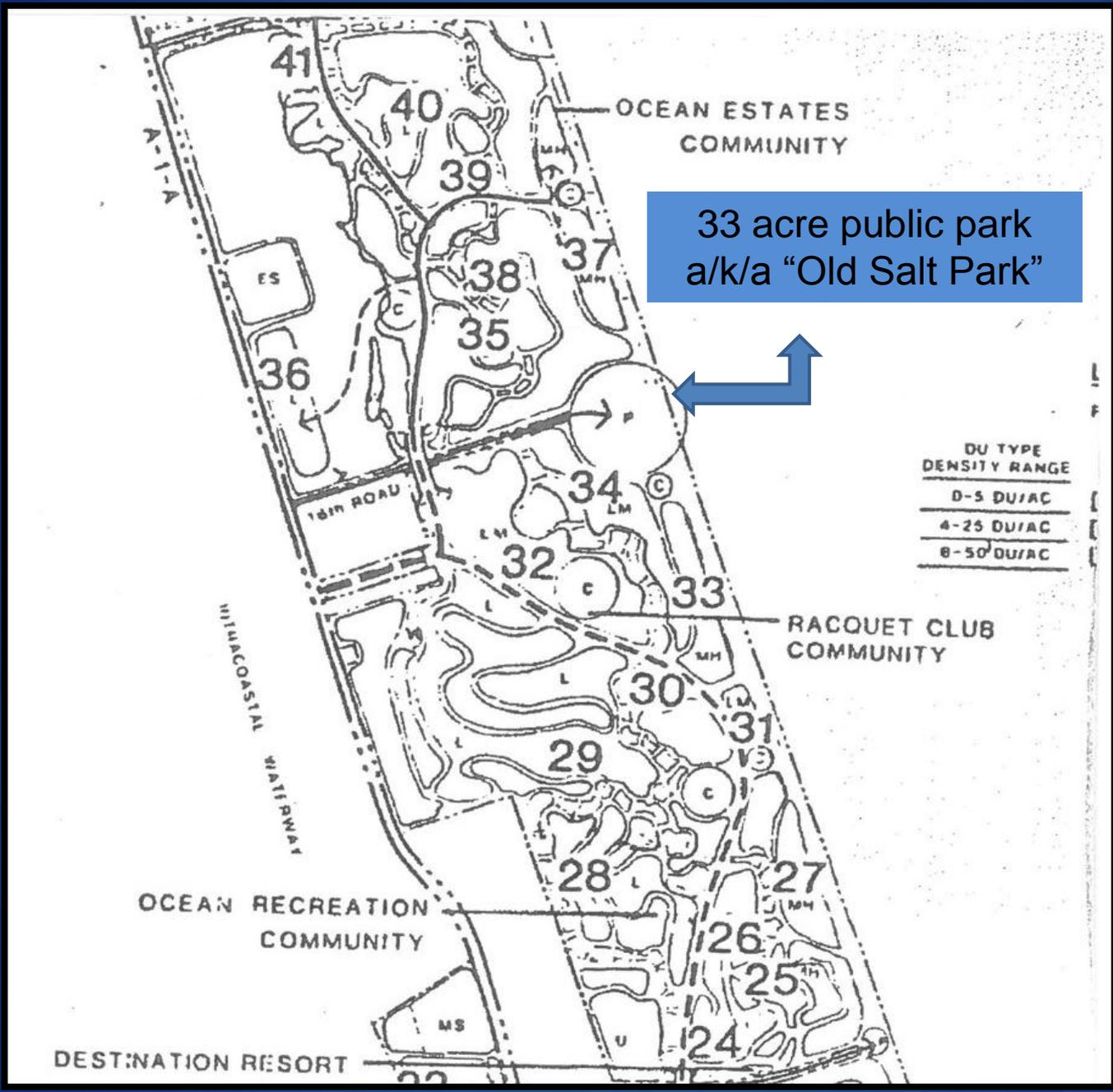
HAMMOCK DUNES
RESIDENTIAL CLUSTER DATA
CALCULATED NET RESIDENTIAL DENSITY: 7.47 UNITS PER ACRE

Cluster Number	Cluster Community	Density Category	Acreage	Dwelling Units
1	D. Resort	M-H	22	545
2	D. Resort	L-M	8	80
3	D. Resort	L-M	16	118
4	D. Resort	L-M	6	35
5	D. Resort	L-M	7	72
6	Fairway	L	24	48
7	Fairway	L	9	18
8	Fairway	L	9	18
9	Fairway	L	29	65
10	Fairway	L	63	154
11	Fairway	L	19	38
12	Fairway	L	4	16
13	Fairway	L	15	81
14	Fairway	L	13	52
15	Varn Lake	L-H	26	156
16	Varn Lake	M-H	25	444
17	Fish Island	L-H	55	752
18	Fish Island	L	145	145
19	Beach	L-M	17	168
20	Beach	L-M	7	43
21	Harbor	L-M	11	94
22	Harbor	M-H	16	310
23	Harbor	L-M	17	190
24	Ocean Rec.	L	6	28
25	Ocean Rec.	M-H	10	204
26	Ocean Rec.	L-M	3	46
27	Ocean Rec.	M-H	17	288
28	Ocean Rec.	L	22	110
29	Ocean Rec.	L	68	342
30	Ocean Rec.	L	4	16
31	Ocean Rec.	L-M	7	105
32	Racq. Club	L-M	36	409
33	Racq. Club	M-H	23	357
34	Racq. Club	L-H	19	269
35	D. Estate	L-M	8	72
36	D. Estate	L	22	100
37	D. Estate	M-H	20	437
38	D. Estate	L-M	4	48
39	D. Estate	L	3	12
40	D. Estate	L	8	32
41	D. Estate	L	16	32
42	Johnson Beach	L	34	121
TOTAL			893	6670

33 acre public park
a/k/a "Old Salt Park"

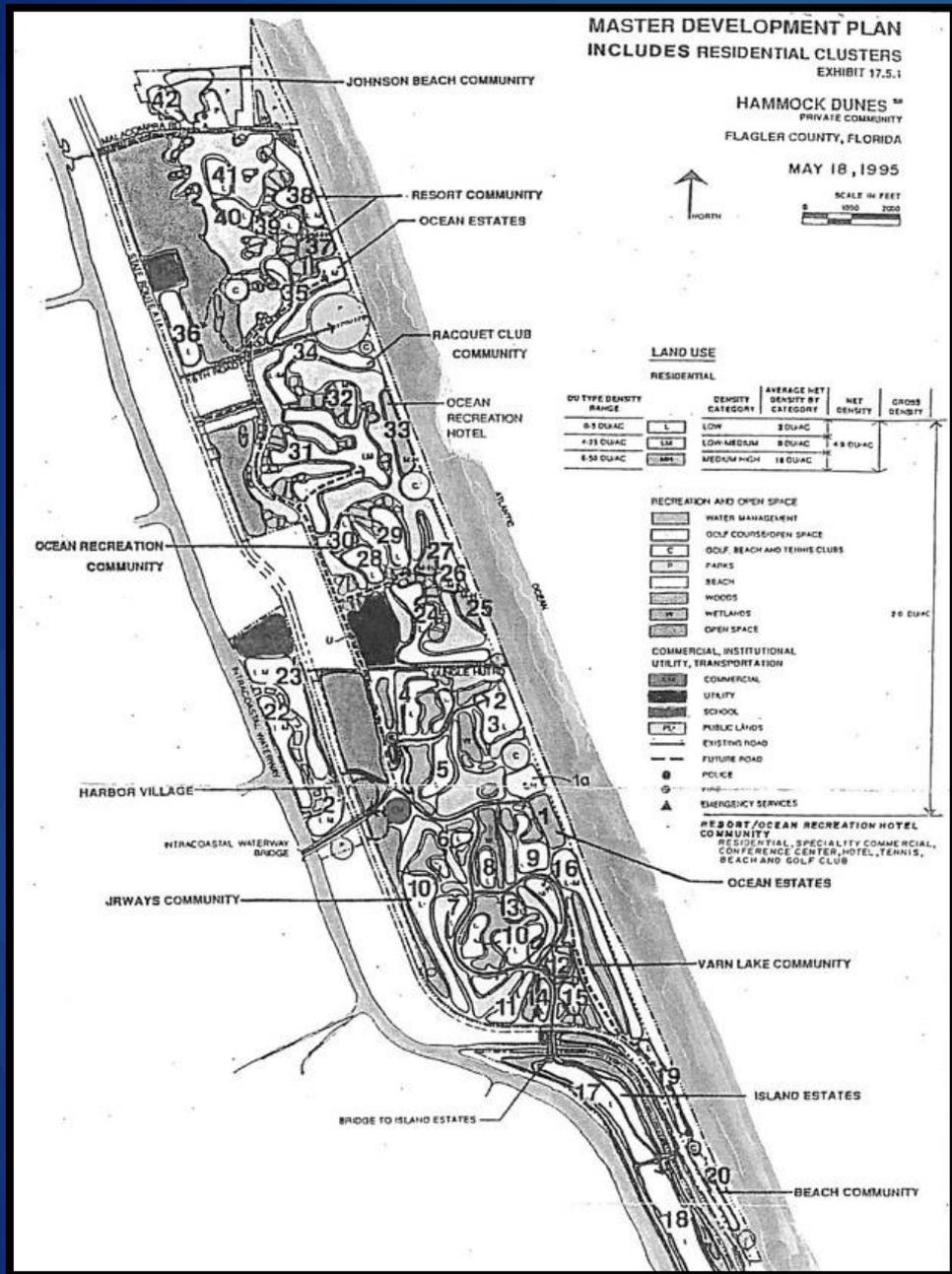


DU TYPE	DENSITY RANGE
D-5	DU/AC
4-25	DU/AC
8-50	DU/AC



1995 NOPC

- ▶ Eliminate the residential clusters
- ▶ Elimination of phasing
- ▶ Open space reconfiguration
- ▶ Minimal change to Master Plan



The 1995 Plan



33 acre
Public Park



Johnson
Beach
Community

Resort
Community

Ocean
Estates

Racquet
Club
Community

Ocean
Rec.
Hotel

Syd Crosby's Letter

14



SYD CROSBY
Clerk of Circuit Court
Flagler County
Post Office Box 787
Bunnell, Florida 32110-0787
Telephone 904/437-7414

MEMORANDUM

TO: Board of County Commissioners

FROM: Clerk Crosby *Syd Crosby*

DATE: June 7, 1995

RE: Hammock Dunes Golf Course

The Hammock Dunes Golf Course is not platted.

Resolution 84-7, the development order for the Hammock Dunes D.R.I., page A-36, 14.5 states, "Land identified for golf course usage on the Master Development Plan map (ADA, p. 12.5) shall be deed and plat restricted to ensure that the usage of this land is limited to golf courses..."

If you will recall, an un-platted golf course in the city of Flagler Beach was developed as condominiums.

The B.C.C. has asked the developer of this D.R.I. if all the obligations had been met. This is one of a number of obligations which have not been met.

The recommendation of this office is that the Board Attorney be called upon to advise the Board concerning appropriate action in this case.

SC/cs

attachment: referenced excerpt from Hammock Dunes Development order

cc: Board Attorney McKinnon
County Administrator Chinault
News Tribune (public records request)
Robert DeVore (public records request)

▶ In support of the deed and plat restrictions Syd Crosby wrote:

“If you will recall, an un-platted golf course in the city of Flagler Beach was developed as condominiums”

1998 NOPC

1998 Golf Course Alternatives

16

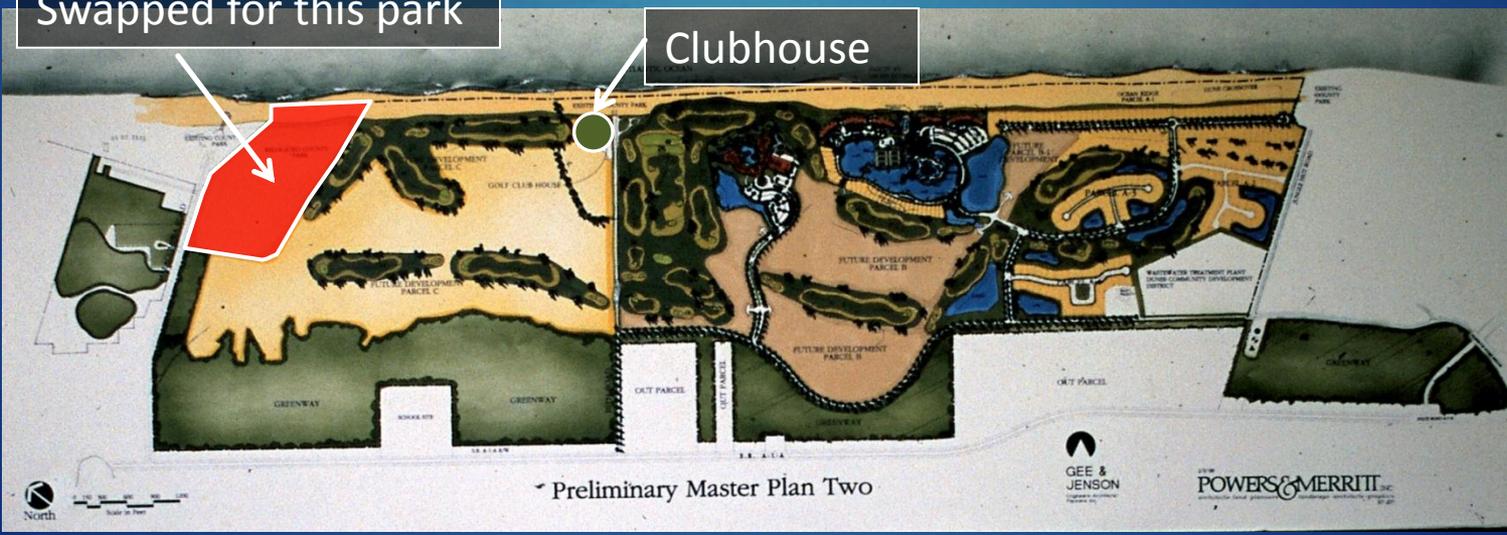
Oceanfront Residential Development

16th Road Park



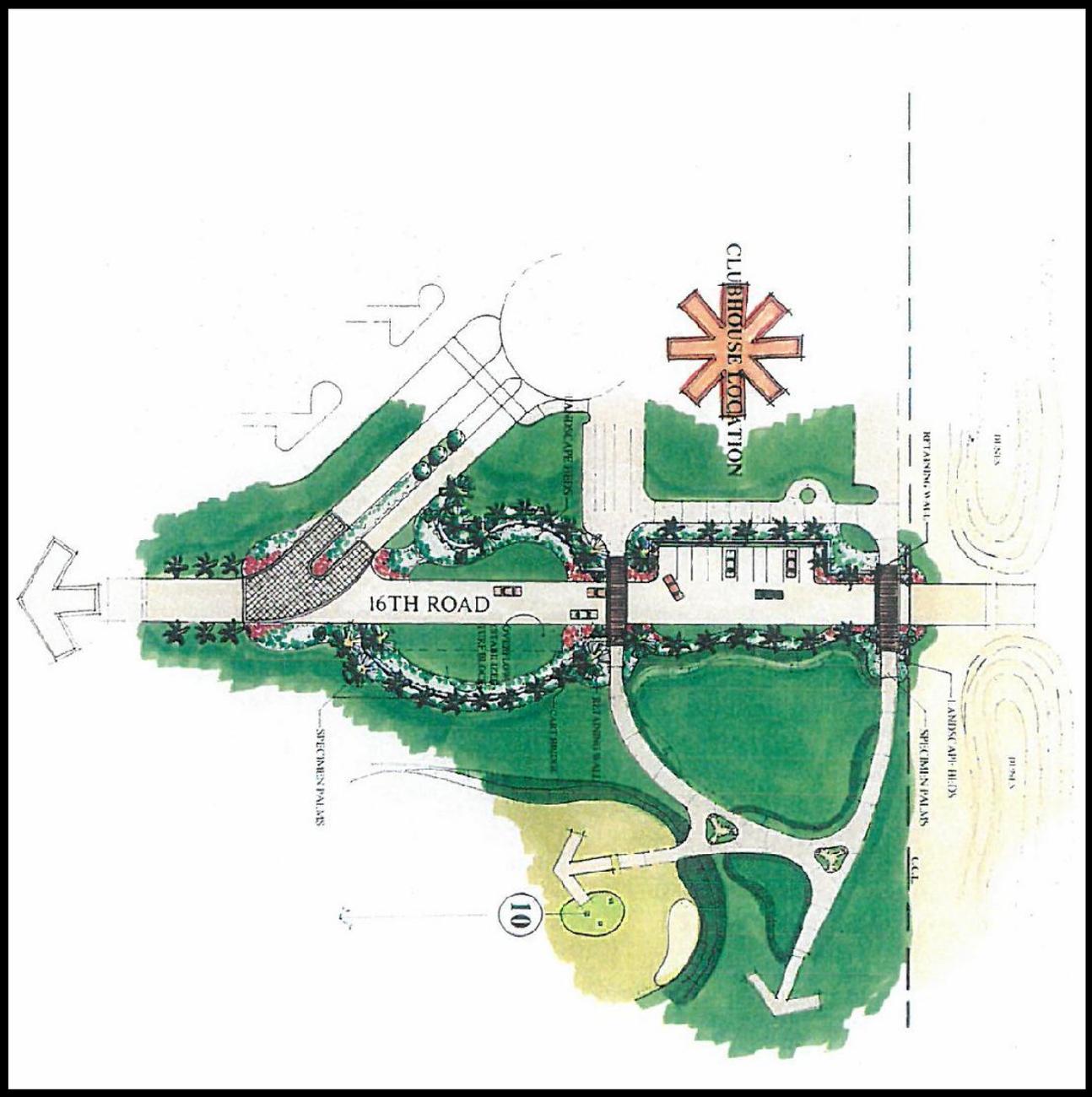
16th Road Park Swapped for this park

Clubhouse



1

2



Minutes of 98-10 Meeting

18

February 16, 1998

February 16, 1998
Regular Meeting

Mr. Ginn stated regardless of the outcome, they are still going to continue to be very sensitive to their neighbors in the Hammock and to the people of Flagler County. He hoped that they have demonstrated that through this whole process, and particularly with staff. They have been to the public and have met with the Hammock Association and the Hammock Dunes Association and will continue to do that. Anything that they can do to improve the overall good of that area, they are going to do. They don't have the authority to do any more than what they have done, but will continue to look at the area and try to come up with the absolute best plan for beach access to service the people there. Stated clearly it was never their intent to close 16th Road, that was only a technicality that had to be gone through to develop it and pay for it, so the County did not have that burden. Stated they are not opposed to driving on the beach. Asked that they be allowed to continue to approach this thing with an open mind and to understand that there are issues, such as the removal of Parcel 36 which was a sensitive area to the people in the Hammock community back in 1995. Stated if their business is going to grow as a vital part of Flagler County they don't have any alternative but to be good neighbors, which we fully intend to do.

purchase two key land parcels, a 1,000 acre parcel now known as Grand Haven and the 950 acre parcel, which is the northern portion of Hammock Dunes. The Hammock Dunes Development Order was originally approved in 1984. That development order includes the entire 2,500 acre community known as Hammock Dunes, as well as the 950 acre portion being discussed at this meeting, which is Lowe's project Ocean Hammock. Lowe, as a company, is an operator, developer, and property manager of high-end communities, high-end hotels and golf facilities throughout the United States and looks at this project as an opportunity to expand on what is going on in the area regarding developing a real presence in golf. During the next two years Lowe went through a series of negotiations with ITT, but before they would close on the first piece of property, ITT was to amend the development order that affected Hammock Dunes. That development order amendment was approved in 1995 and that is the development order they are currently operating under. Stated they are not here asking for approval of a project, they are very happy with the approval they have. They are here to ask the Board to consider what Lowe has

MIN BK 51 PG 292

Chairman Darby called the question. No nay votes, motion carried.

Resolution 98-10 approved in the above motion is recorded in the Official Records of Flagler County, Florida, Book 608, Pages 443-509.

Resolution 98-11 approved in the above motion is recorded in the Official Records of Flagler County, Florida, Book 608, Page 510.

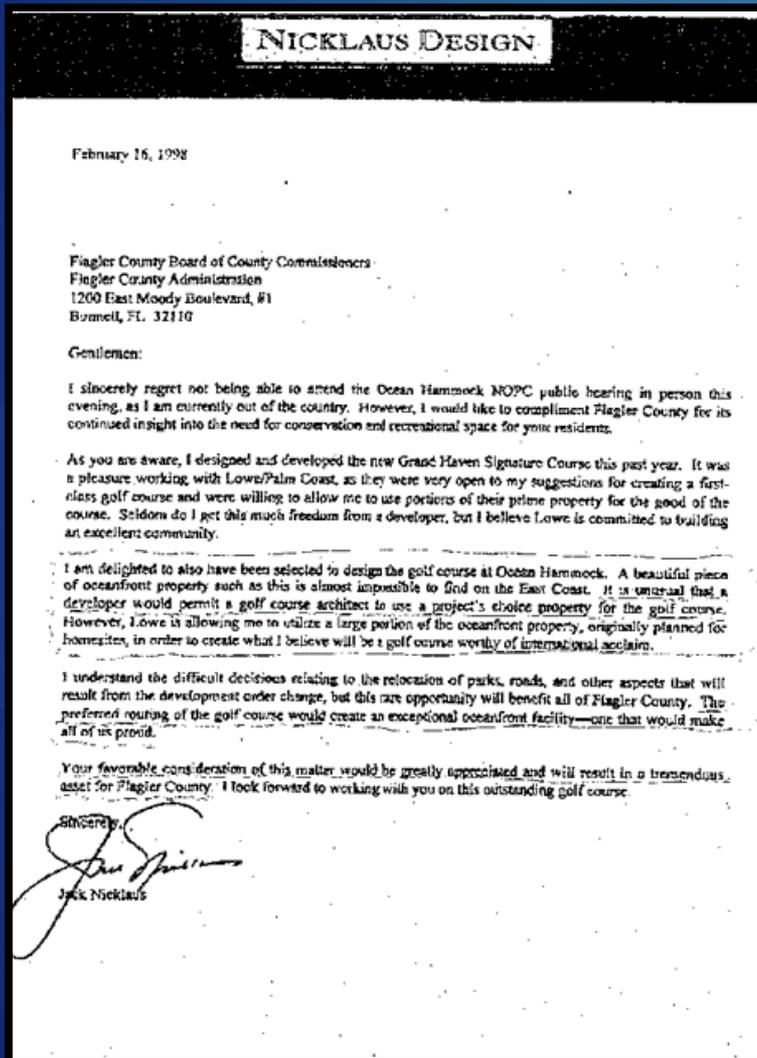
MIN BK 51 PG 339

Excerpt From Minutes of 98-10 Meeting

- ▶ Bobby Ginn:
“Either plan is great, but the difference is that fine edge, to take the fifty acres of extra ocean front exposure and truly make this the icon of Flagler County”

Jack Nicklaus Letter

20

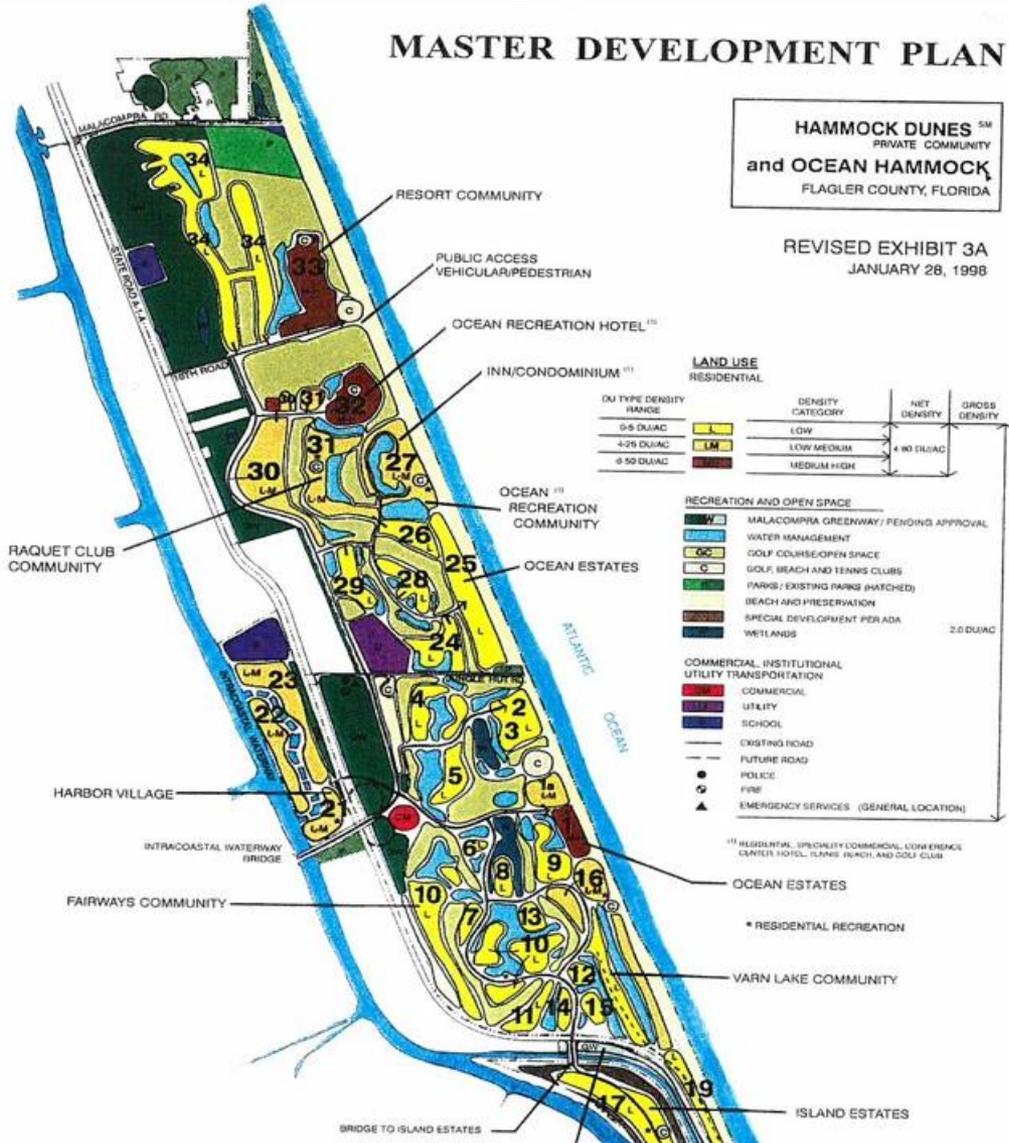


“A beautiful piece of oceanfront property ... allowing me to utilize a large portion of the oceanfront property, originally planned for homesites, in order to create what I believe will be a golf course worthy of international acclaim ... this rare opportunity will benefit all of Flagler County.”

MASTER DEVELOPMENT PLAN

HAMMOCK DUNESSM
PRIVATE COMMUNITY
and OCEAN HAMMOCK
FLAGLER COUNTY, FLORIDA

REVISED EXHIBIT 3A
JANUARY 28, 1998

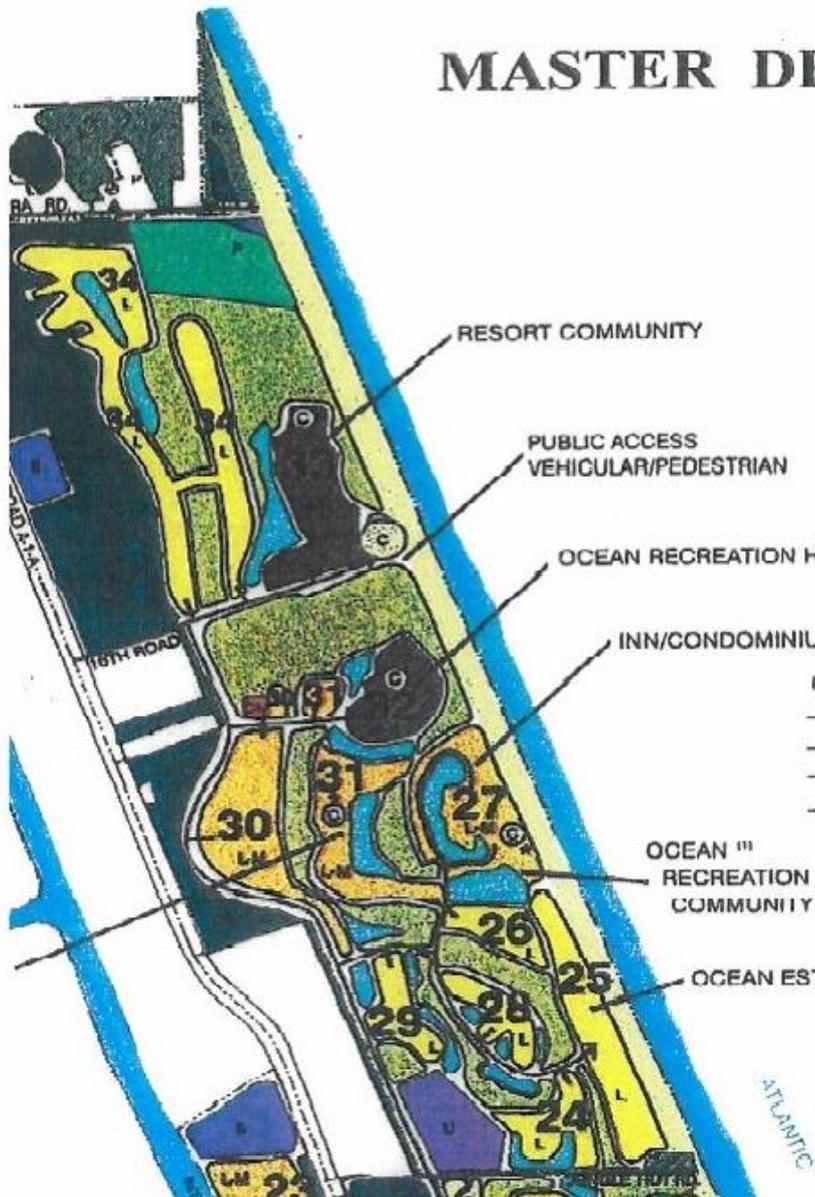


Adopted 1998 Plan

MASTER DEVELOPMENT PLAN

HAMMOCK DUNESSM
 PRIVATE COMMUNITY
and OCEAN HAMMOCK
 FLAGLER COUNTY, FLORIDA

REVISED EXHIBIT 3A
 JANUARY 28, 1998



LAND USE
RESIDENTIAL

DU TYPE DENSITY RANGE	
0-6 DU/AC	L
4-26 DU/AC	LM
8-88 DU/AC	LMH

DENSITY CATEGORY	NET DENSITY	GROSS DENSITY
LOW	4 RD DU/AC	
LOW MEDIUM		
MEDIUM HIGH		

RECREATION AND OPEN SPACE

- MALACOMPRA GREENWAY / PENDING APPROVAL
- WATER MANAGEMENT
- GOLF COURSE/OPEN SPACE
- GOLF, BEACH AND TENNIS CLUBS
- PARKS / EXISTING PARKS (HATCHED)
- BEACH AND PRESERVATION
- SPECIAL DEVELOPMENT PER ADA
- WETLANDS

2.0 DU/A

COMMERCIAL, INSTITUTIONAL
UTILITY TRANSPORTATION

- COMMERCIAL

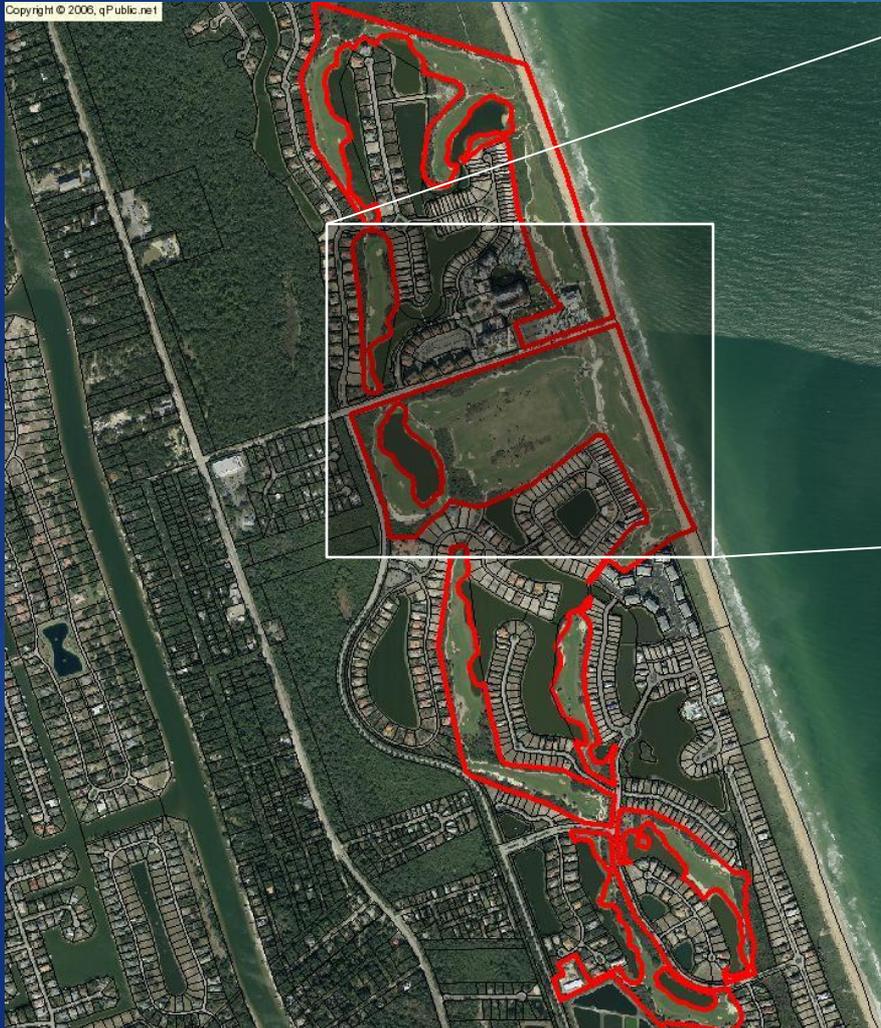


Section 14.5: 1998 of the Development Order:

“Land identified for golf course usage on the Master Development Map (ADA p 12.5) shall be deed and plat restricted to ensure that the usage of this land is restricted to golf courses. ... Since it is recognized that the final configurations of the golf course are not now available, the applicant at the time of platting shall identify the specific acreage for golf course use. ...The plat shall show the boundaries and configurations of the golf courses. The plat and all deeds within the area so identified as golf course usage shall contain restrictions limiting the usage of the property platted to golf courses ...”

2000 Platted Golf Course Land

25



The Golf Course Plat totaling 160.08 acres includes all of the practice areas, the clubhouse and parking areas, open space and landscape buffer areas

Representations to Property Owners

26



HAMMOCK BEACH
AN OCEANFRONT PARADISE

November 21, 2001

Mike and Cathy Hewson
8525 Sentinae Chase Dr.
Roswell, GA 30076

Dear Mr. And Mrs. Hewson,

Per your request I spoke with Todd Zehner our Project Manager regarding the permanent placement of the Ocean Hammock Golf Course. There is a deed restriction on the golf course parcel that it is to only be used as a golf course. If you have any further questions or require any further documentation please contact myself or Todd Zehner.

Sincerely,

Myles Newell
Vice President of Sales

- ▶ From the Hewson letter:
“There is a deed restriction on the golf course parcel that it is to only be used as a golf course”
- ▶ These representation were routinely made to induce potential buyers to purchase

**“It’s all we have.
There will not be any more.”**



“Tonight we’re going to release the last phase of real estate. It is all we have. There will not be any more.”

Bobby Ginn in Ocean Tower Video (7/27/04)

Community Relied on these Assurances

28

- ▶ They relied on the Master Plan
- ▶ They relied on the deed and plat restrictions protecting the golf course in perpetuity
- ▶ They relied on the County to enforce the Development Order

2009 NOPC

29



10-9137 DRI

STATE OF FLORIDA
LAND AND WATER ADJUDICATORY COMMISSION

GINN-LA MARINA, LLLP, LTD, a Georgia limited liability partnership, authorized to do business in Florida, NORTSHORE HAMMOCK LTD, LLLP, a Georgia limited liability partnership authorized to do business in Florida; and, NORTSHORE OCEAN HAMMOCK INVESTMENT, LTD, LLLP, a Georgia limited liability partnership authorized to do business in Florida,

Petitioners,

v.

FLAGLER COUNTY, a political subdivision of the State of Florida,

Respondent.

DIVISION OF ADMINISTRATIVE HEARINGS

DATE 9/21/10 FILED

FLAWAC Case No.: APP-10-007

DOAH Case No.: _____

PETITION FOR APPEAL OF A DEVELOPMENT ORDER

COMES NOW, PETITIONERS, GINN-LA MARINA, LLLP, LTD, a Georgia limited liability partnership authorized to do business in the State of Florida, NORTSHORE HAMMOCK, LTD, LLLP, a Georgia limited liability partnership authorized to do business in the State of Florida, and NORTSHORE OCEAN HAMMOCK INVESTMENT, LTD, LLLP, a Georgia limited liability partnership authorized to do business in the State of Florida (collectively "Developer"), by and through their undersigned counsel, and appeal to the Florida Land and Water Adjudicatory Commission the denial by Flagler County (the "County") of certain amendments to the Hammock Dunes Development of Regional Impact Development Order (the "Hammock Dunes DRI/PD") requested by Petitioners in that certain Notice of Proposed Change ("NOPC") originally filed with Flagler County on March 2, 2009, amended on June 19, 2009, and finally amended on February 11, 2010, and as also filed concurrently with the

Lubert-Adler
sued the County
& its residents

2010 Trial

Bob DeVore, President of the Lowe which was responsible for the 1998 NOPC and 2000 plat of the golf course stated under oath:

He believed the golf course would remain a golf course in perpetuity.

The 1998 NOPC would keep a substantial buffer between the development and the ocean

The County had been very particular and restrictive of what happens on the beach front and the public beaches

Anne Wilson testified that it would seriously damage the public's enjoyment of the beach access and would be detriment to the view shed of the scenic highway

2010 Trial

Dave Tillis, the County's Planning expert at trial stated under oath that:

During the original master planning of the property, the developer considered public beach access point and a pristine beach experience

Was to bring less intense development close to the public beach access so there would [not] be a conflict between the public beach access and the private beach access

Absolutely prohibits the conversion of the golf course to another use, a residential use

The golf course is final, the people, the County and the citizens depended on the finality of the original plat

Design had lack of intensity behind the dunes and around the 16th Road Park

Intent of the original plan to maintain a family, wilderness, and pristine beach experience for the public

FINAL ORDER NO. LW-11-009

STATE OF FLORIDA
FLORIDA LAND AND WATER ADJUDICATORY COMMISSION

GINN-LA MARINA, LLLP, LTD,
NORTHSHORE HAMMOCK LTD, LLLP,
and NORTHSHORE OCEAN HAMMOCK
INVESTMENT, LTD, LLLP.

Petitioners,

vs.

FLAGLER COUNTY,

Respondent,

and

OCEAN HAMMOCK PROPERTY OWNERS
ASSOCIATION, INC., THE HAMMOCK
BEACH CLUB CONDOMINIUM
ASSOCIATION, INC., MICHAEL M.
HEWSON, and ADMIRAL CORPORATION,

Intervenors.

FLWAC Case No.: APP-10-007
DOAH Case No.: 10-9137DRI

FINAL ORDER

This cause came before the Governor and Cabinet, sitting as the Florida Land and Water Adjudicatory Commission ("Commission") on August 2, 2011, pursuant to a Petition filed by GINN-LA MARINA, LLLP, LTD; NORTHSHORE HAMMOCK, LTD, LLLP; and NORTHSHORE OCEAN HAMMOCK, INVESTMENT, LTD, LLLP (collectively, "Petitioners"), challenging Flagler County's ("County") denial of certain amendments to the Hammock Dunes Development of Regional Impact Development Order ("Hammock Dunes DRI

Judge & Governor Ruled

Summary of Judge Ruling

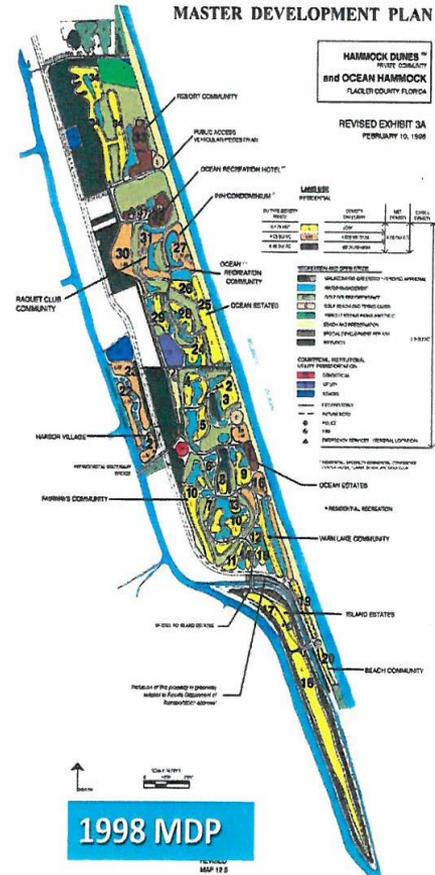
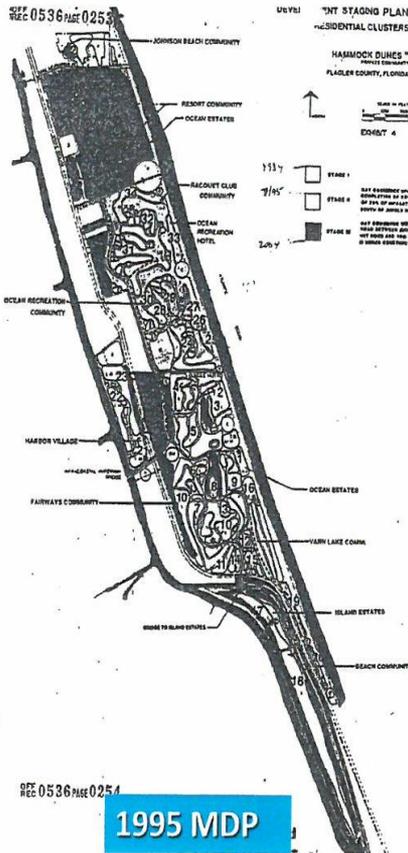
- ▶ “...the golf course land will remain a golf course in perpetuity and cannot be developed for residential purposes.” (pg. 14)
- ▶ “...These impacts...would change the pristine, rural character of the beachfront and park at 16th Road...”
- ▶ “...conflict with the corridor management plan, which applies to the Highway A1A scenic corridor, and are inconsistent with the requirement in Policy 3-3 of the Plan...” (pg. 8)

Summary of Judge Ruling

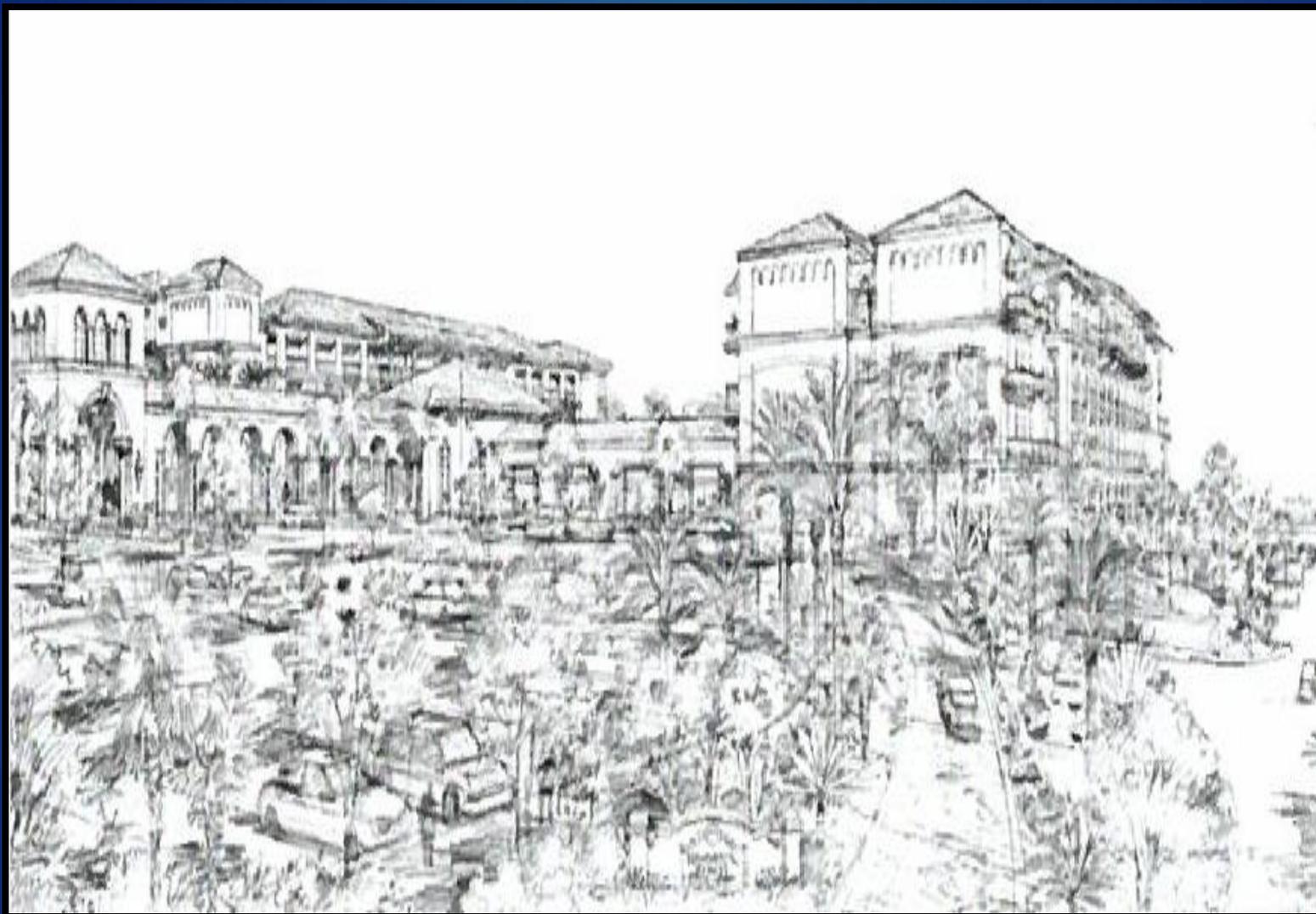
- ▶ “...residents of the area and the County have the right to rely on the stability of the Master Development Plan.” (pg. 10)
- ▶ “The evidence shows that these unit owners with an obstructed view can also expect a substantial loss (around 45 percent) in value of their properties.” (pg. 11)
- ▶ “...the proposed development will ... be detrimental to the use of adjacent properties and the general neighborhood.” (pg. 13)
- ▶ “The proposal to ... assign the “Ocean Recreation Hotel” community type to that Cluster, is not a use permitted by selection 14.5.” (pg. 13)

Integrity - Legacy

HAMMOCK DUNES DEVELOPMENT OF REGIONAL IMPACT HISTORY









VIEW FROM 16th S

Key Interested Parties

	2010 8 Stories	2014 5 Stories
County Staff	Approve	Approve
Lubert-Adler	Approve	Approve
Planning Board	Deny	Deny
Hammock Conservation Assoc.	Deny	Deny
The One Bedrooms at the HBCCA	Deny	Deny
HBCCA (Members)	Deny	Deny
BOCC	Deny	??
Judge	Deny	??
Gov. & Cabinet	Deny	??
A1A Scenic Corridor	Deny	Deny

Groups Seeking Approval

41

- ▶ County Staff: Consistent with LDC & Comp Plan
- ▶ Some Club Members: want more amenities
- ▶ Business Groups: More taxes, 150 jobs, and economic development reasons
- ▶ Lubert-Adler: A new asset to its portfolio

Groups Seeking Denial

- ▶ Flagler County Planning & Development Board
- ▶ Scenic A1A Pride Committee
- ▶ Hammock Conservation Coalition Steering Committee
- ▶ The Sea Turtle Conservancy
- ▶ Flagler Audubon Society
- ▶ The Environmental Council of Volusia Flagler Counties
- ▶ Hammock Beach Club Condo. Assoc. Board of Directors
- ▶ Sea Colony Board of Directors and Home Owner's Assoc.
- ▶ Matanzas Shores Board of Directors & Home Owner's Association
- ▶ Surf Club Board of Directors
- ▶ Hammock Beach Estates Board of Directors
- ▶ 1500 Concerned Citizens
- ▶ The One Bedrooms at the Hammock Beach Club Condominium Association, Inc.

Planning Board Denial

1. Incompatible with the surrounding beachfront park and with the surrounding residential resort community
2. Not in keeping with a number of critical policies of the comprehensive plan
 - a. Policy, Future Land Use Element Goal A.1
 - b. Future Land Use Element Policy A.1.6.8, Recreation and Open Space Elements Objective H.1.7
 - c. Recreation and Open Space Element Policy H.1.7.3
3. Open Space Policy H.1.7, pertaining to compatibility, pertaining to beach access

Basis for Denial

- ▶ Violates LDC
- ▶ Violates Comp Plan
- ▶ Violates Master Plan

INCONSISTENT WITH COMP PLAN, LDC AND GENERALLY ACCEPTED PLANNING PRINCIPALS

- ▶ **Goal A.1.:** Flagler County shall strive to achieve orderly, *harmonious and judicious use of the land* through a distribution of *compatible land uses*, fostering the viability of new and existing communities while maintaining the agricultural pursuits of the County, and *recognizing and preserving the integrity of the natural environment*.
 - ▶ **FINDINGS:** The intended use and more particularly the intensity of the proposed use fails to meet the standard of harmonious and judicious use of the area in question
- ▶ **Policy A.1.6.8:** Mixed land use areas shall be located as shown on the Future Land Use Map (FLUM) and as amendments are made to that Map, *buffers, density transitions, and other techniques will be utilized to ensure that incompatible land use situations will not be created*.
 - ▶ **FINDING:** The use intensity, building mass, building(s) configuration and proximate siting to the beach and adjoining public facility fail to employ “techniques”, transitional or otherwise that promote compatibility between land uses.
- ▶ **Goal H.1. :** *Lastly, the County shall enhance public access to and utilize the park system and natural resources of Flagler County in order to provide a total quality of life for the residents.*
 - ▶ **FINDINGS:** The reclassification by nature of the intended use and more significantly, the manner of development does not enhance public access and as such, contrary to the County’s **Goal H.1** as identified.

- ▶ **Objective H.1.7** Flagler County shall secure additional access points to open water shorelines.
 - ▶ **FINDINGS:** This Objective comes to be more significant considering prior forfeiture of several beach access points to accommodate the Ocean Hammock DRI/PUD development plan. Unobstructed, unchallenged access points and beach access points in particular, via vehicular or non-vehicular means, remain imperative to optimize safety and convenience to this unique recreational resource. The proposed development plan configuration fails to fortify this philosophy.
- ▶ **Policy H.1.7.3** Flagler County shall provide for beach access and public parking, *maintain existing public access points* and dune walkovers and provide public parks at waterfront locations.
 - ▶ **FINDINGS:** The plan diminishes the facility's public distinctiveness. The land plan, as proposed, given the development's stature and proximity to the existing public facility, in my considered opinion, appears to send a message that the street end is a component of the Lodge complex and therefore private.
- ▶ **Policy H.1.3.** Flagler County supports the River and Sea Scenic Highway Corridor Management Plan.
 - ▶ **FINDINGS:** the proposed development plan diminishes the distinctiveness of the public facility and the beach access facility. Intensity of development, interaction of opposing forces given proximity to public facility compromises public safety

- **The Proposed Plan** fails to provide a legitimate public purpose. The land use and manner of development related to the petitioned rezoning is deemed not in harmony with the established comprehensive planning of the community, and established community standards. The rezoning as contrived, limits the benefit solely to the private land interest and fails to demonstrate that the rezoning furthers the quality of life standards for the good of the community.
- **Land Plan Intensity:** Although the footprint of the existing lodge is essentially unaffected by the proposed development plan, there is a vast difference in intensity with respect to building footprint coverage, building mass, streetscape profile and more significantly, virtual loss of the seemingly unspoiled approach to the existing beach park.

- **The Land Plan** of particular significance is the reference to N. 16th Rd. in testimony by Mr. David Tillis, a planner closely associated with the DRI wherein he states in part at the previous trial:

“The established community standards of stair stepping and distancing buildings away from the park. In addition, community standards expressed at public hearings indicate that this resort was more than enough high-intensity development for the 16th Road beach area. Additional intense development would detract from the balance of public land and resort development, already tilted due to the immensity of the existing resort. Additional large resort buildings would certainly detract from what essentially remains a natural beach”.

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ALWAYS DO WHAT YOU
SAY YOU'RE GOING TO DO

Legacy

SOMETHING HANDED
DOWN FROM A
PREDECESSOR

Mellissa Holland Testimony

MS. HOLLAND: As the fastest growing county in the State of Florida, Flagler County understands and embraces the need for responsible growth management. It is important to protect the very things that made us attracted to live, work, play, raise a family, or retire, to maintain our quality of life and economic vitality in the future. The Commission and the developer crafted a well-reasoned and binding set of development criteria and codified them in the final DRI for Hammock Dunes going back to 1984. Lost in the shuffle of all the paperwork and the lawyering is the fact that the only reason this oceanfront resort presently exists is because the County gave 8.33 acres of its publicly owned beachfront park to Mr. Ginn to develop the Hammock Beach Resort. This was based on his promise to set the condos back from the beach. As the last remaining undeveloped Atlantic Ocean frontage parcel of its size and characteristics, it represents both a great opportunity and a responsibility to get it right.

GOVERNOR SCOTT: Can I stop you just for a second?

MS. HOLLAND: Yes.

GOVERNOR SCOTT: Explain that again. How did the development get the property?

MS. HOLLAND: The County Commission deeded the beachfront property to the developer in order to develop on that parcel.

GOVERNOR SCOTT: Do you all dispute that? Does anybody dispute that?

MR. WRIGHT: It was part of a comprehensive were we gave up quite a bit of land as well, so it was an overall.

adhere to the original Development Order. To me, this boils down very simply to honoring agreements previously made and memorialized in writing and upholding the public's trust in its elected officials. At a time when citizens regarding government seems to be at an all-time high, we should be even more diligent about maintaining the public's trust. The Flagler County Commission has consistently and reliably lived up to, been bound by, and enforced the provisions of its agreement as reflected in the Development Order.

this Cabinet, that there needed to be more local control and ownership of local land use issues without interference from the State or its regulatory agencies. And if you notice that one of the regulatory agencies that is not present as part of this proposal is DCA, and that is entirely why they're not present. This is a local issue. This was before the County Commission. And we're asking for you not only to recognize the significance of this local issue for our community, but just as you come from diverse backgrounds and enter into your decisions with information provided to you, we have a similar makeup on the Board of County Commissioners, and yet we came to a unanimous conclusion to support and

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