# AGREEMENT FOR PURCHASE AND SALE

# OF

# WATER ASSETS

**By and Between**

**PLANTATION BAY UTILITY CO.**

**Seller,**

**and**

**CITY OF BUNNELL, FLORIDA**

**Purchaser**

## TABLE OF CONTENTS

ARTICLES PAGE


1. RECITALS....1

2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS....2

3. LIABILITIES....4

4. PURCHASE PRICE....5

5. REPRESENTATIONS AND WARRANTIES OF SELLER....6

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER....10

7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES....10

8. CONDITIONS PRECEDENT TO CLOSING....12

9. PRE-CLOSING CONDUCT; COVENANTS....14

10. TERMINATION OF AGREEMENT....15

11. CLOSING DATE AND CLOSING....17

12. POST CLOSING COOPERATION....20

13. THIRD PARTY BENEFICIARY....21

14. MISCELLANEOUS PROVISIONS....21




9

## APPENDICES

Appendix "A" (Real Property)

Appendix "B-1" (Easements, licenses, etc.)

Appendix "B-2" (Service Territory)

Appendix "C" (Treatment plants, etc.)

Appendix "D" (Certificates, permits, etc.)

Appendix "E" (Developer Agreements)

Appendix "F" (Contracts and Leases)

Appendix "G" (Inventory)

Appendix "H" (Equipment)

Appendix "I" (Environmental Law Compliance)

Appendix "J" (Pending Legal Action)

Appendix "K" (Real Property Encroachments)

Appendix "L" (Agreement for Charitable Donation Form)

Appendix "M" (Developer Agreement Form)

Appendix "N" (Reclaimed Water Service Agreement Form)

**AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS**

**THIS AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS** ("Agreement") is made as of this ___ day of March, 2013 by and between **Plantation Bay Utility Co.,** a Florida corporation (hereafter "Seller"), and the **City of Bunnell, Florida** a municipal corporation of the State of Florida ("Purchaser").

**WHEREAS**, Seller owns and operates potable a water supply, treatment, storage, transmission and distribution system ("Water System" or the "Utility System"), located in Flagler County and Volusia County, Florida, and commonly known as Plantation Bay Utility Co.; and

**WHEREAS**, Seller has been granted a certificate by the Florida Public Service Commission ("FPSC") to provide potable water services within a defined area within Flagler County and Volusia County, Florida more specifically identified in Seller's Tariff currently on file with the FPSC ("Service Area" or "Service Territory"); and

**WHEREAS,** the Purchaser has the power and authority to provide water service within its service territory; and

**WHEREAS**, the Purchaser and the Board of County Commissioners of Flagler County, Florida (the "County") have entered into, or shall enter into, an interlocal agreement establishing their respective rights and obligations concerning the operation and control of the Utility System; and

**WHEREAS**, the Purchaser desires to acquire the water utility assets of Seller by purchasing the Water System and Purchaser must rely upon the receipt of certain grant and/or loan funds from the Florida Department of Environmental Protection ("FDEP") to render the purchase of the Water System contemplated in this Agreement feasible; and

**WHEREAS**, Seller has informed Purchaser that it has requested or is in the process of requesting from the FPSC an index adjustment to its rates and such index increase shall be effective prior to closing the purchase and sale contemplated in this Agreement; and

**WHEREAS,** Seller agrees to sell the Water System for the consideration and on the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree to sell and purchase the Utility System upon the following terms and conditions:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein.

2. **COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.**

a. Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent, set forth in this Agreement.

b. Purchaser is purchasing the Purchased Assets and the Utility System "As-Is" "Where-Is" subject to "All Disclosed Faults."

c. "Purchased Assets" shall include all assets, business properties, and rights, both tangible and intangible, that Seller owns regarding the ownership, construction, operation or maintenance of the Utility System including, but not limited to:

i. The real property owned by Seller and all buildings and improvements located thereon, as identified in **Appendix "A"** to this Agreement ("Real Property").

ii. All easements, licenses, prescriptive rights, rights-of-way, rights to use public and private roads, highways, canals, streets and other areas identified in **Appendix "B-1"** and the Service Territory identified in **Appendix "B-2"** to this Agreement (which appendix also shall include a legal description of the Service Territory and a map showing all buildings and major components of the Water System).

iii. All water supply, treatment, storage, distribution, and transmission facilities, including, but not limited to, pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, supply pipes, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller or to which Seller possesses rights and used in connection with the Utility System, as identified in **Appendix "C"** to this Agreement.

iv. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to construct, maintain and operate all or any portion of the Utility System and every right of every character whatever in connection therewith, and the obligations thereof (hereinafter referred to as the "Certificates"); together with all rights granted to Seller under the Certificates, as identified in **Appendix "D"** to this Agreement. **Appendix "D"** shall also identify any of the foregoing which are not transferable or which require third party consents to transfer.

v. All items of inventory owned by Seller on the Closing Date and used to operate and maintain the Utility System, which shall not be unnecessarily



9

depleted between the date of Seller signing this Agreement and the Closing Date. Inventory items/amounts as of the date of signing this Agreement shall include those items listed in **Appendix "G"**.

vi. All supplier lists, customer records, customer billing hardware and software, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Utility System in Seller's possession, including any rights of Seller, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.

vii. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials in Seller's possession, including any rights of Seller, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.

viii. All rights and obligations of Seller under any Developer Agreements as identified in **Appendix "E"** to this Agreement. **Appendix "E"** shall identify any of the foregoing which are not transferable, which require third party consents for the assumption by Purchaser and for which the Developer has pre-paid Connection Charges, the amount of such pre-paid Connection Charges, the number of ERCs connected and the balance of ERCs remaining which have been pre-paid but have not yet been connected as of Seller signing this Agreement.

ix. All rights and obligations of Seller under all Contracts and Leases as identified in **Appendix "F"** to this Agreement. **Appendix "F"** shall contain a schedule identifying any Contracts or Leases which are not transferable or for which third party consents are necessary for the assumption by Purchaser.

x. All equipment, tools, parts, laboratory equipment, office equipment and other personal property owned by Seller and exclusively used to operate and maintain the Utility System as identified in **Appendix "H."**

d. "Excluded Assets". Notwithstanding any other provision in this Agreement that may be construed to the contrary, Purchased Assets do not include the Excluded Assets. The following assets are excluded from the Purchased Assets:

i. Cash, accounts receivable, bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, and any prepaid expenses of Seller, which shall be Seller's sole property as of the Closing Date.



9

ii. Escrow and other Seller provisions for payment of federal and state taxes, and other obligations to governmental entities, including regulatory assessment fees, which shall be Seller's responsibility to pay through the Closing Date.

iii. The name and Florida corporation known as Plantation Bay Utility Co. and related logos and signage owned or used by Seller, including without limitation, logos and signage using the Plantation Bay Utility Co. name and logo.

**3. LIABILITIES.**

a. Assumed Liabilities. On the Closing Date, the Purchaser shall assume and agree to discharge only the following Liabilities of Seller (the "Assumed Liabilities"):

i. All liabilities to the customers of the Utility System incurred after the Closing Date where the operative act giving rise to the liability occurred after the Closing Date;

ii. Any liability of Purchaser under this Agreement or any other document executed in connection with this Agreement;

iii. Any liability of Purchaser based upon Purchaser's acts or omissions occurring after the Closing Date;

iv. Any liability arising from or related to the ownership, construction, operation and maintenance of the Utility System after the Closing Date.

b. Excluded Liabilities. Notwithstanding the foregoing, the following shall not constitute liabilities assumed by the Purchaser:

i. Purchaser does not assume any debts, liabilities, obligations, or other financial or service obligations of Seller, except as may be expressly provided in this Agreement. Purchaser does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, arising or accruing before or after the Closing Date where the operative act or omission was that of or attributable to the Seller for its actions prior to the Closing Date. Seller shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations.

4. **PURCHASE PRICE**. The total consideration intended to be paid for the Utility System is the Purchase Price plus adjustments as set forth herein.

a. Purchaser shall pay to Seller for conveyance of the Purchased Assets, subject to the additions, adjustments and pro-rations referenced in this Agreement, a cash payment in the amount of Five Million Five Hundred Thousand Dollars ($5,500,000) via wire transfer to the account(s) designated by Seller at the Closing.

b. As additional compensation to the Seller, Seller shall receive One Hundred Fifty (150) prepaid equivalent single family residential unit water, wastewater (and reclaimed water if available) connections ("ERU") ("Prepaid Capital Charges"). The Prepaid Capital Charges shall be available for a period of seven (7) years from Closing, after which they will terminate if unused. The Prepaid Capital Charges shall not be subject to the assessment of any additional capital or capacity charge, but will be subject, as applicable, to the payment of any meter charges, pep tank charges, line tap charges, installation charges, and other costs of physical connection prior to service, and to base facility charges, guaranteed revenues, and other charges at such time as a meter is installed and service becomes available to the building or dwelling unit to which the connections are dedicated. The Prepaid Capital Charges may be assigned by Seller to third parties, at which time the lot or property receiving the benefit of the Prepaid Connection must be identified. No other assignment is permitted.

c. Upon the expiration of the above-referenced seven year period or the installation of the above-referenced Prepaid Capital Charges, whichever occurs first, all subsequent water, reclaimed water and wastewater connections, shall be subject to a guaranteed maximum impact fee/connection fee rate per ERU ("Maximum Guaranteed Rate") not to exceed Six Thousand Dollars ($6,000.00) per ERU. The Maximum Guaranteed Rate shall apply to no more than four hundred (400) ERU's of Seller's or Seller's designee's connections within the Service Territory and shall expire no later than ten (10) years from the date of Closing. In the event of a third party challenge to the Maximum Guaranteed Rate, Seller or its assigns agree to indemnify Purchaser and County against an adverse judgment as to the lawfulness of this provision, and further agree to defend any challenge to the Maximum Guaranteed Rate at its expense.

d. Adjustments to the Purchase Price shall include the reimbursement to Seller for all costs incurred in the preparation of new surveys, Environmental Site Assessments, and Seller's appraisal for loan purposes as required in this Agreement.



4

e. As a material inducement to Seller to execute this Agreement and perform its obligations hereunder, Purchaser covenants to Seller its successors and assigns as follows:

i. Purchaser shall provide water service to the Service Territory in the ordinary course of business, and shall extend service in a manner consistent with the Developer Agreements assigned pursuant to this Agreement and attached hereto as **Appendix "E"** and the Developer Agreement with Seller or its affiliate, the form of which is attached hereto as **Appendix "M."**

ii. Purchaser shall provide reclaimed water to the Seller or its affiliate at seven cents ($0.07) per one thousand gallons for a period of 10 years from the Closing Date pursuant to the Reclaimed Water Service Agreement attached hereto as **Appendix "N."**

iii. That rates charged for water service within the Service Territory shall be computed on a stand-alone basis in compliance with all Florida law requirements, and shall not now nor in the future include a surcharge as provided for in section 180.191 Florida Statutes.

5. **REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to Purchaser to execute this Agreement and perform its obligations hereunder, Seller represents and warrants to Purchaser as follows:

a. Seller is a duly organized, validly existing corporation, and its status is active under the laws of the State of Florida. Seller has all requisite power and authority and has taken all requisite action necessary to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.

b. The Board of Directors of Seller has approved Seller entering into this Agreement.

c. This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement will constitute, when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.

d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation or By-Laws of Seller, nor any Certificate, indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.

e. Seller has good and marketable title to the Real Property. The Real Property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined in Article 6 of this



4

Agreement, other than those that will be satisfied or released by the Closing. At Closing, Seller shall deliver title to such Real Property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances. Other than as set forth in this Agreement, Seller makes no representation as to the condition of the Real Property.

f. Seller has exclusive possession, control and ownership to all Real Property and the Utility System and that all such real property has been identified in **Appendix "A"** hereto. All parts of the Utility System are located within the Real Property identified in **Appendix "A"** and the property interests identified in **Appendix "B-1."**

g. Seller has good and marketable title to all Purchased Assets. At Closing the Purchased Assets shall be subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances related to Real Property only.

h. Environmental Law Compliance.

i. Definitions.

(a) "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and in effect as of the Closing Date and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Utility System.

(b) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted



8

hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

(c) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Seller or related to Hazardous Materials generated by Seller.

(d) "Remedial Action" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

ii. Representations. To Seller's knowledge:

(a) Seller is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for Seller to believe that any such liability exists, except as disclosed in **Appendix "I."**

(b) Seller has obtained all permits required, or has submitted application renewals for such permits in a timely manner, under applicable Environmental Laws, necessary for the operation of the Utility System as conducted as of the date of this Agreement.

(c) Seller has received oral or written notice within the last three years of the violations or alleged violations of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Utility System as identified in **Appendix "I"** hereto and no other.

(d) There is no Hazardous Material in violation of any Environmental Law is located on the Real Property; no Real Property is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under

CERCLA; and there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller.

(e) No written or verbal notification of a Release of a Hazardous Material has been filed by or on behalf of Seller or any third party with respect to the Utility System. No Utility System property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

(f) No Hazardous Material has been released in violation of Environmental Law at, on, or under any Utility System property.

i. Except as provided in **Appendix "J"** hereto, there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or the Seller's right and ability to make and perform this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller is not in default with respect to any Certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the Utility System.

j. No representation or warranty made by the Seller in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

k. After due inquiry Seller has no actual knowledge that Seller's use of the Real Property is in violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning or other applicable requirements, nor are there any encroachments of any kind related to the Real Property, except as are identified in **Appendix "K"** hereto. For the purposes of construing this section, "actual knowledge" includes facts directly and personally known to Seller, or facts which Seller is presumed to have received directly or personally because evidence within Seller's possession or knowledge is sufficient to engage in a reasonable inquiry into the existence of such facts.

l. Following Closing, neither Seller nor any affiliate of Seller shall provide water or wastewater service within the Service Territory, or any property adjacent to the



9

Service Territory, in competition with the Purchaser. Purchaser shall take all appropriate and diligent steps to make additional water and wastewater capacity available to Seller, or its designee, within the Service Territory, provided that Seller, or its designee, pays for such capacity in full, in advance of its need for service, so that any improvements needed to provide such service can be timely designed, permitted, and constructed, and subject to any adopted Utility ordinance and standards manual. Subject to compliance with these requirements, and any applicable Developer Agreement, the parties agree that if Purchaser is unable to timely provide new service connections to Seller or its designee within the Service Territory, and following implementation of Purchaser's capital improvement program to upgrade the Seller's Water System and Wastewater System, Seller or its affiliate shall be permitted to enforce this service obligation through the remedy of specific performance and all other legal remedies available.

m. All representations or warranties made by Seller in this Agreement shall survive for a period of 270 days post Closing.

6. **REPRESENTATIONS AND WARRANTIES OF PURCHASER.** As a material inducement to Seller to execute this Agreement and to perform its obligations hereunder, Purchaser represents and warrants to Seller as follows:

a. Purchaser has been duly organized, and is a validly existing political subdivision under the laws of the State of Florida. Purchaser has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.

b. This Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

c. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, nor any indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.

d. All necessary public hearings and referenda required to authorize Purchaser's purchase of the Utility System and Purchaser entering into this Agreement will have been held in a manner and at the times duly required by law and all other appropriate governmental actions required to be taken by Purchaser will have been duly taken prior to the Closing Date.

7. **TITLE INSURANCE AND PERMITTED ENCUMBRANCES.**



9

a. At least sixty (60) days prior to the Closing, Seller shall obtain and provide to Purchaser a current title insurance commitment in favor of Purchaser issued by a title company licensed to do business in the State of Florida, covering the Real Property (and all or a portion of the Appendix B-1 easements as may be designated by the Purchaser), and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in an amount equal to Five Million Five Hundred Thousand Dollars ($5,500,000). The cost of the title insurance commitment and title insurance policy shall be borne by Seller. The title insurance commitment shall commit the insurer to issue loan policy and an owner's title insurance policy to Purchaser covering the Real Property (and all or a portion of the Appendix B-1 easements as may be designated by the Purchaser), substantially in accordance with the ALTA Standard Owner's Form B, reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Real Property), and materialman's liens and mechanics liens, if there are no such liens at the time of Closing. Seller shall execute at, or prior to Closing, in favor of Purchaser and the title insurance company, all forms or affidavits required by the title insurance company including, but not limited to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

Purchaser shall notify Seller in writing no more than thirty (30) days after receipt of the title insurance commitment of any alleged defect in Seller's title to the Real Property, other than the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property other than the Permitted Encumbrances), which render or may render Seller's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, or (ii) uninsurable. Any objections to title to the extent not shown on the notice furnished by Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by Purchaser and Purchaser shall not be entitled to any damages or other remedies. Seller shall have thirty (30) days after receipt of Purchaser's notice to eliminate the objections to title set forth in Purchaser's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of $50,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property, which are in a liquidated amount) that Seller has an obligation to discharge by the Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Purchaser may:



9

i. Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or

ii. Reject title and terminate this Agreement with no further liability of either party to the other.

b. Purchaser may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Seller advises Purchaser that Seller elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Seller advises Purchaser that Seller elects to do so at or prior to Closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively insures-over.

c. Seller shall provide a copy of any detailed survey of the Real Property (as well as any parcel upon which a well is located), that Seller has procured in the twenty four months prior to this Agreement which shall identify all structures located on such parcels and any encroachments thereon or therefrom. Purchaser shall have the right, but not the obligation, to require Seller to update any survey, or request a new survey on the Real Property or well site. Costs incurred by Seller to update a survey or procure a new survey shall be reimbursed by Purchaser at Closing.

d. As used herein, "Permitted Encumbrances" include the following:

i. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

ii. Easements and restrictions of record which do not impair or restrict the use of the Real Property or the operation of the Utility System.

iii. Any drainage canal, mineral, road, or other reservation of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Utility System.

iv. Any lien, or right to lien, for services, labor or material, mortgage or other similar obligation that will be satisfied or discharged at or prior to Closing.

8. **CONDITIONS PRECEDENT TO CLOSING**. The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:



9

Conditions Precedent for Purchaser and Seller

a. Neither Party is prohibited by decree or law from consummating the transaction.

b. There is not pending on the Closing Date any legal action or proceeding that would (i) prohibit the acquisition or sale of the Purchased Assets, (ii) prohibit Purchaser or Seller from closing the transaction or Purchaser from paying the Purchase Price, or (iii) inhibit or restrict in any manner Purchaser's use, title, or enjoyment of the Purchased Assets.

c. Each of the other parties hereto has performed all of the undertakings required to be performed by them under the terms of this Agreement.

d. There has been no material adverse change in the physical condition of the Purchased Assets. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Purchased Assets that materially reduces: (1) their value in the aggregate; or (2) the ability to operate the Utility System as operated by Seller prior to the Closing Date.

e. All warranties and representations of the other party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

f. The parties enter into the Agreement for Charitable Donation in the form attached as **Appendix "L;"** the [Seller's affiliate] and Purchaser enter into the Developer Agreement in the form attached as **Appendix "M-2;"** and the [Seller's Affiliate] and Purchaser enter into the Reclaimed Water Service Agreement in the form attached as **Appendix "N."**

The conditions precedent to Purchaser's obligation to close:

a. Seller shall have received FPSC authorization for 2012 rate indexing and implemented such increase prior to Closing.

b. Seller shall have provided to Purchaser an appraisal of the fair market value of the Water System in such form and content as is required to satisfy FDEP rules (Rule 62-552.300(2)(l), F.A.C.) which shall evidence a market value sufficient to secure State revolving loan funds in order to pay the Purchase Price.

c. Purchaser obtaining financing for the purchase through the FDEP State revolving loan fund with an annual interest rate no greater than three percent (3.0%) and a minimum term of thirty years.



9

d. Seller shall secure an acknowledgement from the Tomoka Community Development District ("District") that the District does not own or operate any potable water or sanitary wastewater facilities and that property within the District is subject to exclusive water, wastewater and reclaimed water service from the Seller, which service will be provided by Purchaser following Closing.

9. **PRE-CLOSING CONDUCT; COVENANTS**. Prior to the Closing Date, the parties covenant to each other, and shall conduct themselves, as follows:

a. During the period between execution of this Agreement and the Closing Date, Seller shall:

i. Operate and maintain the Utility System and Purchased Assets in a normal and ordinary manner to ensure that the condition of the Utility System and the Purchased Assets remain in all material respects unchanged, normal wear and tear and usage excepted, and the inventory on hand shall not be diminished or depleted, other than in the ordinary course of business;

ii Promptly notify Purchaser of any notification received by Seller from any person, business, or agency of any existing or potential Environmental Law violation;

iii. Provide Purchaser, or its designated agent(s), with unrestricted access to the business premises, Utility System, Purchased Assets, Seller's customer and operations books and records, employees, agents, or representatives, on reasonable advance notice (one business day) and during business hours;

iv. Promptly notify Purchaser of any event, activity or occurrence that has, or may have, a material adverse effect upon the Purchased Assets or this transaction;

b. During the period between execution hereof and Closing, Seller shall not:

i Enter into any contract, oral or written, relating to the Utility System or Purchased Assets without the prior written consent of Purchaser which consent shall not be unreasonably withheld, conditioned or delayed;

ii. Without the prior written consent of Purchaser, which shall not be unreasonably withheld, enter into any new Developer Agreements or modify any existing developer agreements. Copies of any new or modified developer agreements shall be promptly delivered to Purchaser and shall not be signed by Seller without prior written consent from Purchaser.



9

iii. Nor shall any affiliated company of Seller, enter into any agreement with any cell phone provider on or within 3 miles of the Real Property. The parties acknowledge and agree that Seller shall forward to Purchaser the proceeds, if any, from any agreement with a cell phone provider within 3 miles of the Real Property obtained by Seller or its affiliate prior to Closing and that Purchaser and County shall assume at Closing the rights and obligations of Purchaser pursuant to such an agreement or agreements for which Purchaser and County have provided written consent.

c. Seller shall maintain its existing levels of insurance on the Purchased Assets and Utility System and the risk of any loss shall remain with Seller through the Closing Date.

d. Within thirty (30) days of signing this Agreement, if Purchaser's requests, Seller shall obtain Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase II ESA if Purchaser determines that one is necessary based on the Phase I survey results) of each parcel comprising the Real Property, each water well site, and each wastewater effluent disposal site. Seller shall provide a report from the party undertaking the ESA to Purchaser when available. Seller shall pay for ESAs, which expense shall be reimbursed by Purchaser at Closing. If such ESA discloses the presence of any Hazardous Material, Purchase shall notify Seller within ten (10) business days of receipt of such ESA, and Seller shall have the right to perform such cleanup and remediation as is necessary hereunder. Upon Seller's failure to perform such cleanup and remediation, prior to the Closing Date, Purchaser may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing without abatement of the Purchase Price.

e. Purchaser is relying upon its own due diligence investigation in entering into this Agreement. The Purchaser shall have until sixty (60) days after Seller has provided all of the documents requested by Purchaser to complete, at Purchaser's expense, financial, legal, engineering and operational due diligence investigations of the Purchased Assets. Based upon the results of such due diligence investigations Purchaser shall have the right to terminate this Agreement for any defects or problems revealed by such due diligence. Purchaser shall provide Seller with written notice of termination within ten (10) days of completion of such due diligence. During this period, Seller shall provide Purchaser and its representatives access to all Purchased Assets as set forth in this Agreement.

**10. <u>TERMINATION OF AGREEMENT</u>.**

a. This Agreement may be terminated (i) by mutual written consent of the parties, (ii) by either party if the transactions contemplated hereby have not closed by May 31, 2013, or (iii) as provided in paragraphs b. and c. below.



9

b. Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

i The failure, in any material respect prior to Closing, of any conditions precedent to Closing, any pre-closing conduct, or any covenant of Seller set forth in Articles 8 and 9.

ii Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation or warranty, if Seller has not cured such breach within 30 days after notice from Purchaser; provided, however, such breach must in any event be cured by the Closing Date unless the date for cure has been extended by Purchaser

c. Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

i. The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Article 8.

ii. Any material breach of this Agreement by Purchaser, including, but not limited to, a material breach of any representation or warranty, if Purchaser has not cured such breach within 30 days after notice from Seller, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller.

d. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Article 15.c.

e. Upon the termination of this Agreement, the following shall occur:

i To the extent permitted by Florida law, each party shall return all documents, including copies, in its possession, custody, or control, or in the possession, custody, or control, of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law.

ii Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.



9

iii. In the event the termination occurs as set forth in Articles 7.a. and 9.d, this Agreement shall forthwith become void and there shall be no liability on the part of Purchaser or Seller, or their respective Council members, members, managers, officers or directors.

## 11. CLOSING DATE AND CLOSING.

a. This transaction shall close on or before May 31, 2013, at a location mutually acceptable to both parties. . As used in this Agreement, the term "Closing Date" shall mean 12:00 a.m. the date that this transaction is closed.

b. At Closing:

i. Purchaser shall pay the Purchase Price, subject to any adjustment as provided for in this Agreement.

ii. Title to the Real Property shall be conveyed to Purchaser by Special Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Purchaser by Bill of Sale free of all claims, liens, or encumbrances, whatsoever. Seller shall further provide to Purchaser such other instruments of conveyance as shall be, in the reasonable opinion of Purchaser and its counsel, necessary to transfer the Utility System and Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.

iv. Seller shall assign to Purchaser its right, title and interest in those easements, licenses, etc. identified in **Appendix "B-1."**

v. Seller and Purchaser shall enter into separate Assignment and Assumption Agreements with respect to agreements which Purchaser agrees to assume from the (i) Developer Agreements identified in **Appendix "E"**, and (ii) Contracts and Leases identified in **Appendix "F."**

vi. Real property and personal property taxes on the Purchased Assets and Utility System, and any other applicable taxes, shall be prorated as of the Closing Date and Seller shall be required to pay its pro rata share at Closing. All other taxes, assessments and regulatory assessment fees accrued or owed by Seller as of the date of Closing with respect to the Utility System and Purchased Assets shall remain the obligation of Seller. All other taxes and assessments imposed or attempted to be imposed from and after the date of Closing with respect to the Utility System and Purchased Assets, if any, shall be the obligation of Purchaser.



9

vii. Documentary stamps, recording fees, if any, to record the deeds and any other fees, assessments or charges and related instruments necessary to deliver title to the Purchaser shall be paid for by the Seller.

viii. Connection Charges (defined as plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity) received by Seller prior to Closing shall be retained by Seller if a structure has been built, and a physical connection to the Utility System has been made prior to closing. Connection Charges paid to Seller prior to Closing for which no connection has been made shall be paid over to Purchaser at Closing. Connection Chargers paid after Closing shall be retained by Purchaser. A schedule of Connection Charges paid to Seller in the form of **Appendix "E"** shall be updated by Seller as of the Closing Date and provided to Purchaser and paid by Seller to Buyer at closing through the Closing Statement or as otherwise mutually agreed to by the parties.

ix. In addition to payment of the Purchase Price, Seller shall receive payment for ninety percent (90%) of its accounts receivable (less than sixty (60 days old) for monthly water and wastewater service, net of any credit balances as of the Closing Date. Seller shall furnish to Purchaser, ten (10) days prior to Closing, a listing of its accounts by customer and individual amounts due receivable for bills rendered in the ordinary course of business. Additionally, an estimate of the gross revenue for water and wastewater services rendered but not yet billed as of the Closing Date shall be rendered to Purchaser three (3) days prior to Closing. Upon approval and acceptance by Purchaser, ninety percent (90%) of such unbilled revenue shall be a credit (payment) to Seller on the Closing Statement. Purchaser shall be entitled to all revenues collected and derived from the operation of the Utility System after Closing.

x. All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.

xi. Except as otherwise provided herein, each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.

xii. All bills of any kind for services, materials and supplies of any kind rendered in connection with the construction, operation and maintenance of the Utility System prior to Closing, including but not limited to electricity, phone service, and payroll for a period up to and including the



9

Closing Date, shall be paid by Seller. Purchaser shall be responsible for all such costs and expenses incurred subsequent to Closing.

xiii. Purchaser shall assume the liability for customer deposits, and Seller shall, by electronic transfer, transfer to Purchaser all customer deposits and accrued interest thereon, together with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits through Closing.

xiv. Each party shall deliver to the other party a certificate stating that:

(a) The party is not prohibited by decree or law from consummating the transaction contemplated hereby.

(b) There is not pending on the Closing Date any legal action or proceeding that hinders the ability of either party to close the transaction.

(c) All warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Closing Date.

xv. Seller shall deliver to Purchaser, in a form reasonably acceptable to Purchaser, an opinion of Seller's counsel substantially to the effect that:

(a) Seller is validly organized, existing and its status is active under the laws of the State of Florida.

(b) This Agreement has been duly and validly executed and approved by Seller and is a valid and binding agreement upon Seller.

(c) The execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to, Seller.

xvi. Purchaser shall deliver to Seller in a form acceptable to Seller, an opinion of Purchaser's Counsel substantially to the effect that:

(a) Purchaser is validly organized and existing as a political subdivision under the laws of the State of Florida.

(b) This Agreement has been duly and validly executed and approved by Purchaser and is a valid and binding agreement upon Purchaser.



9

(c) The execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Purchaser.

xvii. The parties (or Seller's affiliate) shall execute the Developer Agreement and Reclaimed Water Service Agreement which are Appendices to this Agreement, with all necessary exhibits attached.

xviii. Seller shall complete the donation of the assets that are the subject of the Agreement for Charitable Donation which is an Appendix to this Agreement.

## 12. POST CLOSING COOPERATION.

a. Seller and Purchaser shall, after the Closing Date, upon reasonable request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, easements, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties arising from this Agreement, and to permit Purchaser to operate and maintain the Utility System in the manner operated by Seller at the time of Closing.

b. Each of the parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement, including reasonable access during regular business hours to any and all necessary documentation and/or records. Subject to the provisions of paragraph e. below, each party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. The party requesting assistance hereunder shall reimburse the other for reasonable expenses incurred in providing such assistance.

c. Seller agrees to provide reasonable assistance to the Purchaser to transition the administration (including customer services and accounting functions) and operation of the Utility System and Purchased Assets for a period of one hundred twenty (120) days after the Closing Date. Purchaser shall reimburse Seller for reasonable costs or expenses, without markup, incurred for any services provided under this subparagraph.

d. The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive

the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate.

e. Seller shall make good faith efforts, at no cost to Purchaser, to assist Purchaser in securing funding from the FDEP necessary for capital improvements to the Utility System by Purchaser post-Closing. The assistance to be rendered shall consist, at minimum, of attendance by representatives of Seller at all meetings with the FDEP relating to the required applications and funding processes.

f. At Closing, Seller and any applicable affiliated entity forever waive any claim or right to compensation or damages of any kind against Purchaser or County which relates to any encroachment, damage or encumbrance of any nature, type or kind that exist on the Closing Date and affecting the property of Seller or any affiliated entity located contiguous to the Real Property.

13. **THIRD PARTY BENEFICIARY.** Purchaser and Seller acknowledge and agree that Purchaser and County have entered or shall enter an interlocal agreement establishing their respective rights and obligations concerning the operation and control of the Utility System upon and after closing and, as such, the County is recognized as a third party beneficiary and signatory to this Agreement with all post-Closing rights of Purchaser to enforce its terms.

14. **MISCELLANEOUS PROVISIONS.**

a. This Agreement, the Documents and the Appendices hereto, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

b. Within 15 days after the Closing, Seller shall prepare and the Purchaser and Seller will jointly submit a notice of transfer of the system to the FPSC in a Petition for Termination of the Certificates of Authorization of Seller. Seller shall file reports, if any, required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and other obligations and governmental assessments through the date of Closing. All of Seller's costs and expense relative to the termination of Seller's relationship with the FPSC, including regulatory assessment fees, shall be borne by Seller. Copies of the Order(s) of the Commission acknowledging sale of the system to Purchaser shall be promptly provided to Purchaser upon Seller's receipt thereof.

c. Any notice or other document required or allowed to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered

personally, or by recognized overnight courier, or by electronic correspondence or facsimile transmission with written confirmation.

If to Seller, such notice shall be delivered at:

David Haas, Chief Development Officer
Plantation Bay Utility Co.
2379 Belville
Daytona Beach, FL 32119
DHaas@icihomes.com

with a copy to:

Sundstrom, Friedman & Fumero, LLP
Attn: William E. Sundstrom, Esq.
2548 Blairstone Pines Drive
Tallahassee, FL 32301
850-877-6555
wsundstrom@sfflaw.com

If to Purchaser, such notice shall be delivered at:

City Manager
City of Bunnell
1769 E. Moody Blvd.
Bunnell, FL 32110
386-437-7500
amartinez@bunnellcity.us

with a copy to:

City Attorney
City of Bunnell
P.O. Box 819
Bunnell, FL 32110
386-437-1668
attorneynowell@gmail.com



9

with a copy to:

County Administrator
Flagler County
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110
386-313-4000
ccoffey@flaglercounty.org

with a copy to:

County Attorney
Flagler County
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110
386-313-4005
ahadeed@flaglercounty.org

Notices shall be effective upon receipt or failure to accept delivery, electronic correspondence or facsimile transmission shall be deemed received on the date sent if received by 4:00 p.m. Eastern Daylight Time on a business day. If received after 4:00 p.m. EDT, such transmission shall be deemed received on the next business day.

d. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.

e. The drafting of this Agreement was a joint effort of the parties, and in the interpretation hereof, it shall be assumed that no party had any more input or influence than any other.

f. This Agreement is solely for the benefit of the parties hereto, and except as provided in Section 13 of this Agreement, no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than successors and assigns), who or which is not a formal party hereto.

g. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

h. This Agreement may be amended or modified only if executed in writing and with the same formality as the original.



9

i. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

j. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

k. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

l. For purposes of this Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of conducting his business.

m. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the Purchaser or Seller in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of the Purchaser or Seller, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to the Purchaser or Seller, in any such Person's individual capacity, and no such Person, in an individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the Purchase Price or for any claim based hereon or on any such stipulation, covenant, agreement, or obligation, against any such Person, in an individual capacity, either directly or through the Purchaser or Seller or any

**[The remainder of the page left intentionally blank.]**



9

successor to the Purchaser or Seller, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such Person, in an individual capacity, is hereby expressly waived and released. All references to the Purchaser in this paragraph shall be deemed to include the Purchaser, Council members, officers, employees, attorneys, contractors and agents. The provisions of this Section shall survive the termination of this Agreement.

o. Purchaser shall bear no liability for accrued or current salaries or benefits of any kind related to Seller's construction, operation, or maintenance of the Utility System up to and including Closing.

p. Any default by a party to this Agreement shall be considered a default under the Agreement for Charitable Donation and any default under the Agreement for Charitable Donation shall be considered a default under this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

ATTEST:

Secretary

(SEAL)

**SELLER:**
**PLANTATION BAY UTILITY CO.**

MORI HOSSEINI
President

ATTEST:

Clerk

(SEAL)

**PURCHASER:**
**CITY OF BUNNELL, FLORIDA**

CATHERINE ROBINSON
Mayor

ATTEST:

Clerk

(SEAL)

**FLAGLER COUNTY, FLORIDA:**
**BOARD OF COUNTY COMMISSIONERS**
**OF FLAGLER COUNTY, FLORIDA**

NATE MCLAUGHLIN
Chair

**STATE OF FLORIDA**
**COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me this 11th day ~~February~~ March, 2013 by Mori Hosseini, as President of Plantation Bay Utility Co., a Florida corporation, on behalf of the company. He is personally known to me or presented _____ as identification.

J. ANDREW HAGAN
Notary Public - State of Florida
My Comm. Expires May 3, 2016
Commission # EE 158604

Notary Public
My Commission Expires:

**STATE OF FLORIDA**
**COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me this 8th day of ~~February~~ April, 2013, by Catherine Robinson, as Mayor of the City of Bunnell, on behalf of the City of Bunnell. She is personally known to me ~~or presented _____ as identification~~.

DANIEL E. DAVIS
Notary Public - State of Florida
My Comm. Expires Jan 26, 2017
Commission # EE 842638
Bonded Through National Notary Assn

Notary Public
My Commission Expires:

**STATE OF FLORIDA**
**COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me this 8th day of ~~February~~ April, 2013, by Nate McLaughlin, Chair of the Board of County ~~Commissioners~~ of Flagler County, Florida, on behalf of Flagler County. He is personally known to me or presented _____ as identification.

Lana Raymond
Notary Public
My Commission Expires:

LANA RAYMOND
Commission # EE 037551
Expires December 6, 2014
Bonded Thru Troy Fain Insurance 800-385-7019



4

APPENDIX "A"

REAL PROPERTY
Water Facilities

| Parcel Identification Number | Property Description |
|---|---|
| Flagler County | |
| 03-13-31-0650-000C0-0050 | Plant Site: |

A portion of Section 3 and 4, Township 13 South, Range 31 East, Flagler County, Florida, Described as follows: From the Southwest Corner of said Section 3, run North 01 degrees 46 minutes 34 seconds West along the West line of Section 3 a distance of 986.85 feet to the Point of Beginning, thence departing said section line run South 89 degrees 34 minutes 08 seconds West along the North line of Lot 12, Block D, Bunnell Development Company Subdivision, as recorded in Plat Book 1, Page 1, of the Public Records of Flagler County, Florida, a distance of 664.38 feet, thence North 01 degrees 56 minutes 47 seconds West along the East line of Lot 3, Block D, said Bunnell Development Company Subdivision, a distance of 1287.00 feet to the South right-of-way line of Old Dixie Highway, a 66 foot right-of-way, thence North 89 degrees 33 minutes 19 seconds East along said right-of-way a distance of 668.21 feet to the West line of said Section 3, thence departing said section line continue along said right-of-way North 89 degrees 28 minutes 05 seconds East a distance of 150.00 feet, thence departing said right-of-way run South 01 degrees 46 minutes 34 seconds East, parallel to said section line, a distance of 1287.05 feet, thence South 89 degrees 27 minutes 53 seconds West a distance of 150.00 feet to the Point of Beginning.

Containing 24.11 acres.

**APPENDIX "B-1"**

**EASEMENTS**

See Attached Composite

## PLATTED EASEMENTS

See Attached

# PLANTATION BAY
# PLAT RECORDING DATES
**AS OF 4/10/12**

| DEVELOPED & PLATTED: VOLUSIA COUNTY | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | Map | | | HOA | HOA |
| Marketing Name | Plat Legal Name | Recording Date | Book | Pages | # Lots | MASTER | SUBASSOC |
| Lago Grande | PB 1BV, Unit 1 | Jul 25, 1988 | 42 | 72-74 | 61 | PBCA | |
| Bay Dr Realignment | PB 1BV, Unit 1A | Dec 20, 2005 | 52 | 126-127 | NA | PBCA | |
| Fairways II | PB 1BV, Unit 2 | Aug 06, 1991 | 43 | 183-184 | 29 | PBCA | |
| Fairways III | PB 1BV, Unit 3 | Aug 06, 1991 | 43 | 185-186 | 11 | PBCA | |
| Oak Brooke Estates | PB 1CV, Unit 1 | Feb 07, 1995 | 44 | 194-195 | 19 | PBCA | |
| Oak Brooke Villas | PB 1CV, Unit 2 | Jul 15, 1996 | 45 | 152-154 | 47 | PBCA | |
| Prestwick I | PB 1DV, Unit 1 | Aug 20, 1998 | 46 | 185-191 | 50 | PBCA | |
| Prestwick II | PB 1DV, Unit 2 | Feb 09, 2000 | 47 | 128-135 | 50 | PBCA | |
| Prestwick IIIA | PB 1DV, Unit 3A | Oct 04, 2001 | 48 | 132-138 | 24 | PBCA | |
| Prestwick IIIB | PB 1DV, Unit 3B | Jun 16, 2003 | 50 | 9-12 | 21 | PBCA | |
| Prestwick IIIC | PB 1DV, Unit 3C | Jun 03,2005 | 52 | 19-22 | 21 | PBCA | |
| Prestwick South or V | PB 1EV, Unit 1 | Apr 28, 2000 | 47 | 149-154 | 127 | PBCA | |
| Prestwick VI | PB 1EV, Unit 2 | Sep 13, 2002 | 49 | 57-61 | 78 | PBCA | |
| Prestwick VII | PB 1EV, Unit 3 | Apr 29, 2003 | 49 | 166-170 | 80 | PBCA | |
| Prestwick VIII (SF & TH) | PB 2EV, Unit 1 | May 10, 2004 | 50 | 181-187 | 116 | PBCA | PWTH@PB POA |
| Prestwick Townhomes | PB 2EV, Unit 1A | Feb 21, 2006 | 53 | 11-12 | 18 | PBCA | PWTH@PB POA |
| Prestwick IX | PB 2EV, Unit 2 | Feb 16, 2005 | 51 | 130-135 | 83 | PBCA | |
| Prestwick X | PB 2EV, Unit 3 | 5/16/2008 | 55 | 6-10 | 65 | PBCA | |
| Prestwick XI | PB 2EV, Unit 4 | 4/10/2012 | 55 | 170-175 | 84 | PBCA | PWTH II @ PB POA |
| | | **TOTAL** | | | **984** | | |

| DEVELOPED & PLATTED: FLAGLER COUNTY | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | Map | | | HOA | HOA |
| Marketing Name | Plat Legal Name | Recording Date | Book | Pages | # Lots | MASTER | SUBASSOC |
| Magnolia Estates | PB 1AF, Unit 1 | Apr 1, 1986 | 27 | 40-48 | 34 | PBCA | |
| Kingsley Manor | PB 1AF, Unit 2 | Apr 1, 1986 | 27 | 40-48 | 84 | PBCA | |
| The Landings | PB 1AF, Unit 3 | Apr 1, 1986 | 27 | 40-48 | 44 | PBCA | |
| Plantation Pointe Condo | PB 1AF, Unit 4 | Apr 1, 1986 | 27 | 40-48 | 48 | PBCA | PP CONDO ASSOC |
| Jasmine Run | PB 1AF, Unit 5 | Apr 1, 1986 | 27 | 40-48 | 25 | PBCA | |
| Tree Top | PB 1AF, Unit 6 | Apr 1, 1986 | 27 | 40-48 | 54 | PBCA | |
| Baypointe | PB 1BF, Unit 1 | Jul 1, 1987 | 27 | 62-65 | 62 | PBCA | |
| Lakewood | PB 1BF, Unit 2 | Jan 1, 1994 | 30 | 22-23 | 44 | PBCA | |
| Bay Isles I | PB 1CF, Unit 1 | Jan 1, 1994 | 30 | 20-21 | 62 | PBCA | |
| Bay Isles II | PB 1CF, Unit 2 | Nov 1, 1997 | 31 | 25-26 | 62 | PBCA | |
| US Hwy 1 Entrance ROW | PB 1EF | Nov 1, 2000 | 32 | 18 | 0 | NA | |
| Westlake I | PB 2AF, Unit 1 | Mar 3, 2004 | 34 | 1-4 | 90 | WLPOA | |
| Westlake II | PB 2AF, Unit 2 | Aug 3, 2004 | 34 | 17-20 | 64 | WLPOA | |
| Westlake III Townhomes | PB 2AF, Unit 3 | Jun 4, 2004 | 34 | 44-48 | 62 | WLPOA | WLTH OWNERS ASS |
| Westlake IV | PB 2AF, Unit 4 | May, 5, 2005 | 35 | 5-9 | 109 | WLPOA | |
| Westlake V | PB 2AF, Unit 5 | April 23, 2008 | 37 | 1-3 | 140 | WLPOA | |
| | | **TOTAL** | | | **984** | | |

**TOTAL LOTS PLATTED: 1968**

# PLANTATION RESERVE ESTATES SUBDIVISION

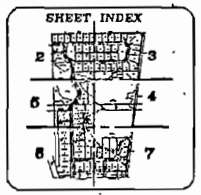
BEING A REPLAT OF LOTS 1, 2, 12, AND PART OF LOT 11, BLOCK "B" AND ALL OF LOTS 5, 6, 7, AND PART OF LOTS 4, 8, 9, BLOCK "A" BUNNELL DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA

MAP BOOK: 37 PAGE: 14

## GENERAL NOTES

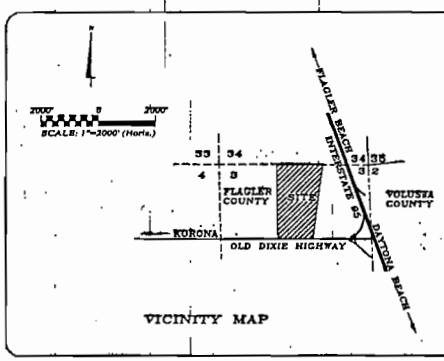
1) DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2) ACCURACY
THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000
THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
3) BEARINGS SHOWN HEREON ARE RELATIVE TO AND BASED ON FLORIDA STATE PLANES, EAST ZONE.
4) NOTE:
ALL LINES ARE RADIAL UNLESS NOTED OTHERWISE.
5) NOTE:
ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTION OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39 $\frac{37}{12}$=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
6) NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
7) THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS DEDICATED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON PLAT.
8) UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION.
9) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
10) OWNERS TITLE POLICY PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, POLICY NO.: A01-1018053 DATED MARCH 22, 2007, UPDATED AS OF JULY 23, 2007, FEBRUARY 15, 2008, AND MARCH 27, 2008, FEE SIMPLE TITLE TO THE PROPERTY WAS VESTED IN FLAGLER RESERVE, LLC BY VIRTUE OF SPECIAL WARRANTY DEED RECORDED IN OR BOOK 1534 PAGE 903 IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
ACCORDING TO THE TITLE SEARCH THE FOLLOWING MORTGAGES, LIENS OR EASEMENTS AFFECTING THE PROPERTY HAVE BEEN PLACED ON THE PROPERTY:
1. MORTGAGE IN FAVOR OF BRANCH BANKING AND TRUST COMPANY, RECORDED MARCH 22, 2007 IN OR BOOK 1554, PAGE 906, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
2. ASSIGNMENT OF LEASES, RENTS AND PROFITS RECORDED MARCH 22, 2007 IN OR BOOK 1554, PAGE 930 IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. UCC FINANCING STATEMENT RECORDED MARCH 22, 2007 IN OR BOOK 1554, PAGE 935, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
4. FLORIDA POWER & LIGHT COMPANY EASEMENT RECORDED IN OR BOOK 34, PAGE 118 BOOK 34, PAGE 126, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
5. EASEMENT AGREEMENTS WITH FLORIDA POWER & LIGHT COMPANY RECORDED IN OR BOOK 145, PAGE 79 AND OR BOOK 145, PAGE 80.
6. ANNEXATION PETITION AND AGREEMENT (NON-CONTIGUOUS) RECORDED IN OR BOOK 1168, PAGE 1545.
7. 30-FOOT RIGHT-OF-WAY EASEMENT RECORDED IN OR BOOK 43, PAGE 531, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
8. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION ESTATES DATED FEBRUARY 14, 2008 AND RECORDED ON OR BOOK ____ PAGE ____
9. UNRECORDED DEVELOPER AGREEMENT DATED SEPTEMBER 30, 2005 BY AND BETWEEN 84 ACRES LIMITED PARTNERSHIP AND PLANTATION BAY UTILITY COMPANY.
10. UNRECORDED COST SHARING AGREEMENT FOR THE RESERVE AND DIXIE COMMONS UTILITY LINE EXTENSIONS DATED FEBRUARY 21, 2007 AND THAT CERTAIN ASSIGNMENT OF COST SHARING AGREEMENT BY AND BETWEEN WATERFORD INVESTMENT PROPERTIES, INC., AND FLAGLER RESERVE, LLC.
FOR INFORMATIONAL PURPOSES ONLY:
11. ORDINANCE # 2005-20 RECORDED IN OR BOOK 1355, PAGE 13, AND PLANNED UNIT DEVELOPMENT AGREEMENT RECORDED IN OR BOOK 1355, PAGE 15, AND OWNERS CONSENT RECORDED IN OR BOOK 1355, PAGE 11.
12. NOTICE OF COMMENCEMENT RECORDED JANUARY 3, 2008 OR OR BOOK 1636, PAGE 1134.
13. NOTICE OF COMMENCEMENT RECORDED JANUARY 8, 2008 OR OR BOOK 1637, PAGE 306.
11) ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENT DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE COUNTY OF FLAGLER AND/OR ANY OTHER AUTHORITY HAVING JURISDICTION OVER SUCH EASEMENTS.
12) DEVELOPMENT WITHIN PLANTATION ESTATES SUBDIVISION IS TO OCCUR ACCORDING TO FLAGLER COUNTY ORDINANCE 2005-20 AND PUD DEVELOPMENT AGREEMENT RECORDED AT OFFICIAL RECORD BOOK 1355, PAGE 13, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
13) THE COMMON AREAS GRANTED TO THE PLANTATION RESERVE ESTATES HOA, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PLANTATION RESERVE ESTATES HOA, INC'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
14) THE PLANTATION RESERVE ESTATES HOA, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL PRIVATE ROADS FOR THE ASSOCIATION BY THIS PLAT.
15) THE ARTICLES OF INCORPORATION FOR PLANTATION RESERVE ESTATES HOA, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK ____ PAGES ____ THROUGH ____ OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR PLANTATION RESERVE ESTATES HOA, INC. ARE RECORDED IN OFFICIAL RECORD BOOK ____ PAGES ____ THROUGH ____ OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
16) THIS SITE TO BE IN FLOOD ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12035C0245G, WITH AN EFFECTIVE DATE OF 7/18/2005.
17) COORDINATE VALUES BASED UPON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE (U.S. SURVEY FEET)
NGS DESIGNATION HS 72 BOS (S.P.N. = 1843124.4939) (S.P.E. = 904894.26472)
NGS DESIGNATION 185 72 BOS (S.P.N. = 1846104.98583) (S.P.E. = 904942.74393)
18) THE PLAT OF BUNNELL DEVELOPMENT COMPANY AS RECORDED AT MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA REFLECTS MEANS OF ACCESS TO THOSE LANDS CURRENTLY LYING WESTERLY & NORTHERLY OF THOSE DESCRIBED HEREON COMPRISING THE SUBDIVISION PLAT ENTITLED PLANTATION RESERVE ESTATES SUBDIVISION.
19) OWNER: FLAGLER RESERVE LLC
6355 METRO WEST, SUITE 330
ORLANDO, FLORIDA 32835
407-523-2323

## SHEET INDEX




## LEGEND

| | |
|---|---|
| Δ | DELTA OR CENTRAL ANGLE |
| R | RADIUS |
| A | ARC LENGTH |
| CB | CHORD BEARING |
| C | CHORD LENGTH |
| LB | LICENSED BUSINESS |
| LS | LAND SURVEYOR |
| (R) | RADIAL |
| (NR) | NON-RADIAL |
| PRM | SET PERMANENT REFERENCE MONUMENT LB #7301 |
| PCP | SET PERMANENT CONTROL POINT LB #7301 |
| CM | CONCRETE MONUMENT |
| R/W | RIGHT OF WAY |
| FPL | FLORIDA POWER & LIGHT COMPANY |




VICINITY MAP

OPINION OF TITLE DR BK 1687 Pg 473
PROOF TAXES PAID DR BK 1687 Pg 476
COUNTY DEVELOPMENT ENGINEER'S CERTIFICATE OF COMPLETION DR BK 1687 Pg 477
CERTIFICATION BY APPLICANT'S REPRESENTATIVE DR BK 1687 Pg 478
REVIEWING SURVEYOR'S CERTIFICATE DR BK 1687 Pg 479
ENGINEERS OPINION OF COST DR BK 1687 Pg 480
CASH BOND DR BK 1687 Pg 483
MAINTENANCE BOND DR BK 1687 Pg 485

PREPARED BY
McMILLEN LAND SURVEYING, INC.
498 S. Nova Road, Suite 102
Ormond Beach, Florida, 32174
Phone: (386)677-2411 Fax: (386)677-8325
Certificate of Authorization No. LB 7301
WWW.MCMILLEN-SURVEYING.COM

## JOINDER AND CONSENT TO DEDICATION

BRANCH BANKING & TRUST COMPANY, A NORTH CAROLINA BANKING CORPORATION UNDER THE LAWS OF North Carolina HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE ON THE PROPERTY SHOWN AND DESCRIBED HEREON AND PLATTED AS "PLANTATION RESERVE ESTATES SUBDIVISION", LOCATED IN FLAGLER COUNTY, FLORIDA AND DOES HEREBY JOIN AND CONSENT TO THE DEDICATION SHOWN ON THIS PLAT OF LAND HEREIN AND DESCRIBED BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 1534, PAGE 906, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA SHALL BE SUBORDINATE TO THE SAID DEDICATION.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Anne C. Grady, VICE PRESIDENT — WITNESS

PRINT NAME Allan Goldberg

WITNESS

PRINT NAME Michelle Kehan

STATE OF FLORIDA, COUNTY OF FLAGLER

THIS IS TO CERTIFY THAT ON September 10, 2008 BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED Anne Grady TO ME KNOWN TO BE THE OFFICER DESCRIBED IN AND WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION, AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED, FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL ON THE ABOVE DATE

Michelle K
NOTARY PUBLIC
MY COMMISSION EXPIRES March 3, 2011

## CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT THE FOREGOING PLAT WAS FILED FOR RECORD ON THE 27th DAY OF October, 2008

BY: [signature]
CLERK AND EX-OFFICIO CLERK TO THE BOARD OF COMMISSIONERS FLAGLER COUNTY, FLORIDA

## CERTIFICATE OF APPROVAL BY COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA

THIS IS TO CERTIFY, THAT ON THE 6TH DAY OF OCTOBER, 2008, THE FOREGOING PLAT WAS APPROVED BY THE COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA

BY [signature]
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST: [signature]
CLERK AND EX-OFFICIO CLERK TO THE BOARD FLAGLER COUNTY, FLORIDA

## CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE FLAGLER COUNTY PLANNING BOARD HEREBY APPROVES THE FINAL PLAT OF THE PLANTATION ESTATES SUBDIVISION

10-14-08 [signature]
DATE — CHAIRMAN FLAGLER COUNTY PLANNING BOARD

## COUNTY APPROVAL

GROWTH MANAGEMENT

THIS PLAT IS HEREBY APPROVED FOR RECORDING PURSUANT TO FLAGLER COUNTY LAND DEVELOPMENT CODE AND SECTION 177.07(2) FLORIDA STATUTES THIS 22nd DAY OF October 2008.

BY: [signature]
GROWTH MANAGEMENT DIRECTOR

## CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY, THAT ON THE 6th DAY OF October, 2008, THIS PLAT WAS APPROVED.

BY [signature]
COUNTY ATTORNEY

## ACCEPTANCE OF RESERVATIONS

PLANTATION RESERVE ESTATES HOA, INC.
STATE OF FLORIDA
COUNTY OF FLAGLER
THE PLANTATION RESERVE ESTATES HOA, INC. HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS 9 DAY OF September 2008.

WITNESS Michelle K
PRINT NAME Michelle Kehan
WITNESS [signature]
PRINT NAME [illegible]

PLANTATION RESERVE ESTATES HOA, INC.
A FLORIDA CORPORATION NOT FOR PROFIT
[signature]
SIGNATURE OF PRESIDENT OR V. PRESIDENT
Allan Goldberg, Vice President
PRINTED NAME – TITLE (CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF FLAGLER
THIS IS TO CERTIFY THAT ON September 9, 2008 BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED Allan Goldberg AS Vice President OF THE PLANTATION RESERVE ESTATES HOA, INC. WHO is personally known OR PRODUCED ____ AS IDENTIFICATION, AND WHO SEVERALLY ACKNOWLEDGED EXECUTING THE FOREGOING DEDICATION AND RESERVATION IN THE NAME OF AND FOR THAT CORPORATION, AND THAT THEY WERE DULY AUTHORIZED BY THE CORPORATION SO TO DO. WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE NAMED ABOVE.

THIS 9 DAY OF September 2008

[signature]
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: March 9, 2011

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT FLAGLER RESERVE LLC, A FLORIDA LIMITED LIABILITY [redacted] LICENSED TO DO BUSINESS IN FLORIDA, OWNER OF THE LANDS SHOWN HEREON, BEING IN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SHOWN HEREON AS PLANTATION RESERVE ESTATES SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL OF LOTS 1, 2, 12, AND PART OF LOT 11, BLOCK "B" AND ALL OF LOTS 5, 6, 7 AND PART OF LOTS 4, 8 AND 9, BLOCK "A", IN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION OF RECORD IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 02 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1985.92 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK "B" AND THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 51 MINUTES 39 SECONDS EAST ALONG THE WEST LINES OF LOTS 2, 1, 12 AND 11 OF SAID BLOCK "B" A DISTANCE OF 2428.62 FEET TO A POINT IN THE EASTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 17 DEGREES 05 MINUTES 43 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 227.05 FEET TO A POINT IN THE NORTH LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT OF WAY IN THIS AREA (6-3-04); THENCE NORTH 88 DEGREES 25 MINUTES 11 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 1189.89 FEET TO A POINT IN THE WESTERLY LINE OF STRICKLAND CANAL AS NOW LAID OUT AND USED; THENCE NORTH 08 DEGREES 25 MINUTES 39 SECONDS WEST ALONG SAID WESTERLY LINE A DISTANCE OF 2698.58 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 3, AND IN THE NORTH LINE OF SAID BLOCK "A" THENCE SOUTH 89 DEGREES 30 MINUTES 36 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 868.87 FEET TO THE NORTHWEST CORNER OF SAID BLOCK "A", SAID POINT ALSO BEING THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE SOUTH 89 DEGREES 02 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 3 AND ALONG THE NORTH LINE OF LOT 2, BLOCK "B", A DISTANCE OF 865.31 FEET TO THE POINT OF BEGINNING. CONTAINING 87.459 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND MORE SPECIFICALLY AS FOLLOWS:
THE PRIVATE ROADS ARE DEDICATED TO THE PLANTATION RESERVE ESTATES HOA, INC., ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE STREET PURPOSES, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO FLAGLER COUNTY.

TRACTS CC, AS SHOWN HEREON, IS RESERVED FOR THE THE PLANTATION RESERVE ESTATES HOA, INC. ITS SUCCESSORS AND ASSIGNS FOR EMERGENCY INGRESS AND EGRESS PURPOSES WITH PERPETUAL MAINTENANCE RESPONSIBILITY, TRACT CC IS ALSO DEDICATED AS AN EASEMENT TO FLAGLER COUNTY AND ITS ASSIGNS FOR EMERGENCY INGRESS AN EGRESS PURPOSES.

TRACT H, AS SHOWN HEREON, IS RESERVED FOR FLAGLER RESERVE LLC, FOR EMERGENCY ACCESS PURPOSES AND TO BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE PLANTATION RESERVE ESTATES HOA.

TRACT E, AS SHOWN HEREON, IS RESERVED FOR THE PLANTATION RESERVE ESTATES HOA, INC. FOR UTILITY PURPOSES AND IS THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE PLANTATION RESERVE ESTATES HOA, INC. TRACT E IS ALSO A LIFT PUMP STATION EASEMENT DEDICATED IN PERPETUITY TO THE PLANTATION BAY UTILITY COMPANY, ITS SUCCESSORS AND ASSIGNS FOR LIFT PUMP STATION AND RELATED PURPOSES.

TRACTS D, F, H, J, M, O, P, Q, S1, R1 & X1 AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE PLANTATION RESERVE ESTATES HOA, INC., ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT, DRAINAGE, AND RECREATIONAL PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO FLAGLER COUNTY.

TRACT D-1, AS SHOWN HEREON, IS RESERVED FOR THE PLANTATION RESERVE ESTATES HOA, INC., ITS SUCCESSORS AND ASSIGNS FOR UTILITY AND RECREATION PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION.

TRACTS G, I, K, AND L AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE PLANTATION RESERVE ESTATES HOA, INC., ITS SUCCESSORS AND ASSIGNS AS CONSERVATION AND OPEN SPACE AREAS PURSUANT TO FLAGLER COUNTY ORDINANCE 2005-20 AND THE RESERVE AT FLAGLER PUD DEVELOPMENT AGREEMENT, RECORDED AT OFFICIAL RECORDS BOOK 1355, PAGE 13, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. TRACTS G, I, K AND L ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO FLAGLER COUNTY. TRACTS G, I, K AND L ARE DEDICATED AS A CONSERVATION EASEMENT AS PRESCRIBED BY CHAPTER 704, FLORIDA STATUTES AND REQUIRED BY SAID FLAGLER COUNTY ORDINANCE 2005-20. IT IS A PUNISHABLE VIOLATION TO ALTER THE APPROVED SLOPES, CONTOURS OR CROSS SECTIONS OR TO CHEMICALLY OR PHYSICALLY REMOVE, DAMAGE, DESTROY, CUT OR TRIM ANY PLANTS WITHIN SAID TRACT WITHOUT THE PRIOR WRITTEN CONSENT OF THE APPROPRIATE GOVERNING AUTHORITY.

TRACT B1, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PLANTATION RESERVE ESTATES HOA, INC., ITS SUCCESSORS AND ASSIGNS FOR RECREATION PURPOSES AND ARE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO FLAGLER COUNTY.

TRACT A, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC STREET & DRAINAGE PURPOSES.

TRACTS B, C AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE PLANTATION RESERVE ESTATES HOA, INC., ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER, WALLS, FENCES, DRAINAGE AND SIGNAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO FLAGLER COUNTY.

TRACT R, AS SHOWN HEREON, IS HEREBY RESERVED FOR THE PLANTATION RESERVE ESTATES HOA, INC., ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE STREET PURPOSES AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO FLAGLER COUNTY.

IN THOSE AREAS WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE CONFLICT, CONSERVATION EASEMENTS SHALL HAVE FIRST PRIORITY, DRAINAGE EASEMENTS SHALL HAVE SECOND PRIORITY, UTILITY EASEMENTS SHALL HAVE THIRD PRIORITY, ACCESS EASEMENTS SHALL HAVE FOURTH PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THIS WITH THEIR PRIORITIES BEING DETERMINED BY THE USE RIGHTS GRANTED.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS CORPORATE OFFICER, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 9 DAY OF September, 2008.

WITNESS [signature]
PRINT NAME Allan Goldberg

FLAGLER RESERVE LLC, A FLORIDA LIMITED LIABILITY [redacted] Company
BY: [signature]
PRINT NAME Allan Goldberg
TITLE Vice President
(SEAL)

WITNESS Michelle K
PRINT NAME Michelle Kehan

## ACKNOWLEDGMENTS

FLAGLER RESERVE LLC, A FLORIDA LIMITED LIABILITY [redacted] Company
STATE OF FLORIDA
COUNTY OF FLAGLER
BEFORE ME PERSONALLY APPEARED Allan Goldberg WHO IS PERSONALLY KNOWN TO ME, OR WAS PRODUCED ____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS Vice President OF FLAGLER RESERVE LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID PARTNERSHIP, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID PARTNERSHIP AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID PARTNERSHIP.
WITNESS MY HAND AND OFFICIAL SEAL THIS 4 DAY OF September 2008.

NOTARY PUBLIC Michelle Kehan — STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: March 9, 2011
(SEAL)

## SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEE POSTED WITH THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF FLAGLER COUNTY, FLORIDA.

[signature] 08-28-08
(DAVID McMILLEN), P.S.M. #6378
CERTIFICATE OF AUTHORIZATION #7301

## REVIEWING SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY, THAT THE UNDERSIGNED, IS A LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND IS EITHER EMPLOYED OR UNDER CONTRACT WITH FLAGLER COUNTY. I ALSO CERTIFY THAT I AM NOT REPRESENTING THE OWNER OR OWNERS OF RECORD AND HAVE REVIEWED THIS PLAT AND FOUND IT TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND FLAGLER COUNTY PLATTING REGULATIONS.

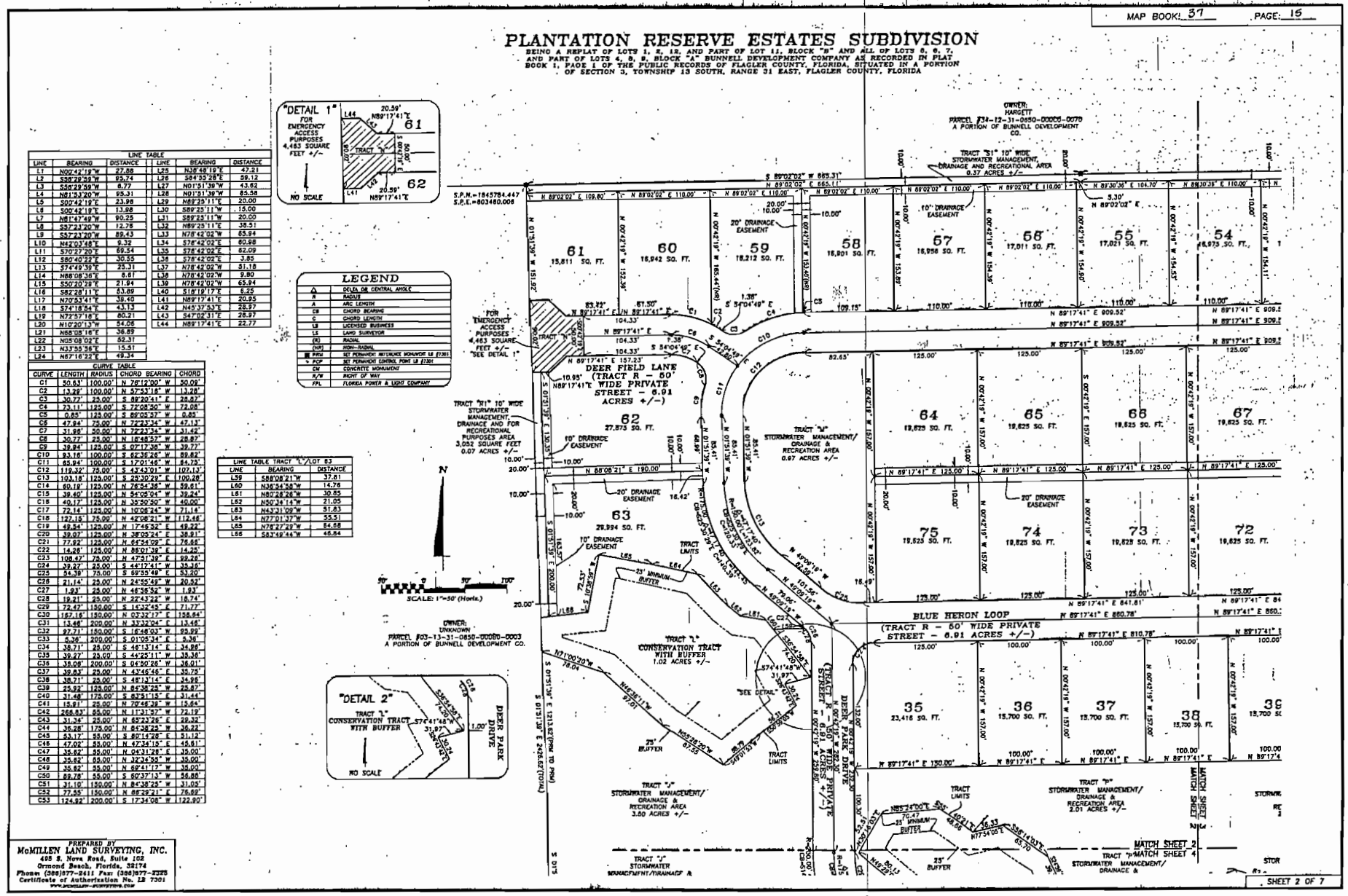
DATE Oct. 28, 2008 BY [signature]
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
PRINT NAME C. [illegible]
SURVEY & ASSOCIATES
3921 S. NOVA ROAD
PORT ORANGE, FLORIDA
(386) 761-5385
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER CERTIFICATE NO. 6149

SHEET 1 OF 7

MAP BOOK: 37 PAGE: 15

# PLANTATION RESERVE ESTATES SUBDIVISION

BEING A REPLAT OF LOTS 1, 2, 12, AND PART OF LOT 13, BLOCK "B" AND ALL OF LOTS 5, 6, 7, AND PART OF LOTS 4, 8, 9, BLOCK "A" BUNNELL DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA




| LINE TABLE | | | | | |
|---|---|---|---|---|---|
| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
| L1 | N00°42'19"W | 27.86 | L25 | N36°48'19"E | 47.21 |
| L2 | S38°28'59"W | 95.74 | L26 | S84°55'28"E | 59.12 |
| L3 | S38°29'59"W | 6.77 | L27 | N01°51'39"W | 43.62 |
| L4 | N81°53'20"W | 95.31 | L28 | N01°51'39"W | 85.58 |
| L5 | S00°42'19"E | 23.98 | L29 | N89°25'11"E | 20.00 |
| L6 | S00°42'19"E | 13.98 | L30 | S89°25'11"W | 15.00 |
| L7 | N81°47'49"W | 90.25 | L31 | S89°25'11"W | 20.00 |
| L8 | S57°23'20"W | 12.78 | L32 | N89°25'11"E | 38.51 |
| L9 | S57°23'20"W | 89.43 | L33 | N78°42'02"W | 65.94 |
| L10 | N42°03'48"E | 9.32 | L34 | S78°42'02"E | 60.86 |
| L11 | S70°27'20"E | 69.54 | L35 | S78°42'02"E | 62.09 |
| L12 | S80°40'22"E | 30.55 | L36 | S78°42'02"E | 3.85 |
| L13 | S74°49'39"E | 25.31 | L37 | N78°42'02"W | 51.18 |
| L14 | N88°08'38"E | 8.61 | L38 | N78°42'02"W | 9.80 |
| L15 | S50°20'39"E | 21.94 | L39 | N78°42'02"W | 65.94 |
| L16 | S82°28'11"E | 53.89 | L40 | S19°19'17"E | 6.25 |
| L17 | N70°53'41"E | 39.40 | L41 | N89°17'41"E | 20.95 |
| L18 | S74°18'54"E | 43.13 | L42 | N45°37'53"E | 28.97 |
| L19 | N72°57'18"E | 80.21 | L43 | S47°02'31"E | 28.97 |
| L20 | N10°20'13"W | 54.06 | L44 | N89°17'41"E | 22.77 |
| L21 | N58°08'18"E | 36.89 | | | |
| L22 | N05°08'02"E | 52.31 | | | |
| L23 | N33°55'36"E | 15.51 | | | |
| L24 | N67°16'22"E | 49.34 | | | |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD |
| C1 | 50.63' | 100.00' | N 76°12'00" W | 50.09' |
| C2 | 13.29' | 100.00' | N 57°53'18" W | 13.28' |
| C3 | 30.77' | 25.00' | S 88°20'41" E | 28.87' |
| C4 | 73.11' | 125.00' | S 72°08'50" W | 72.08' |
| C5 | 0.85' | 125.00' | S 89°05'57" W | 0.85' |
| C6 | 47.94' | 75.00' | N 72°23'34" W | 47.13' |
| C7 | 31.98' | 50.00' | N 72°23'34" W | 31.42' |
| C8 | 30.77' | 25.00' | N 16°48'57" W | 28.87' |
| C9 | 39.84' | 125.00' | S 07°17'36" W | 39.77' |
| C10 | 93.16' | 100.00' | S 62°36'26" W | 89.82' |
| C11 | 65.94' | 100.00' | S 17°01'46" W | 64.75' |
| C12 | 119.32' | 75.00' | S 43°43'01" W | 107.13' |
| C13 | 103.18' | 125.00' | S 25°30'29" E | 100.28' |
| C14 | 50.18' | 125.00' | N 78°54'38" W | 49.81' |
| C15 | 39.40' | 125.00' | N 54°05'04" W | 39.24' |
| C16 | 40.17' | 125.00' | N 35°50'50" W | 40.00' |
| C17 | 72.14' | 125.00' | N 10°08'24" W | 71.14' |
| C18 | 112.15' | 75.00' | N 49°08'21" W | 102.46' |
| C19 | 49.54' | 125.00' | N 17°45'32" E | 49.22' |
| C20 | 39.07' | 125.00' | N 38°05'24" E | 38.91' |
| C21 | 77.92' | 125.00' | N 84°34'09" E | 76.66' |
| C22 | 14.26' | 125.00' | N 86°01'39" E | 14.25' |
| C23 | 100.47' | 75.00' | N 47°31'39" E | 93.28' |
| C24 | 39.27' | 25.00' | S 44°17'41" W | 35.36' |
| C25 | 54.39' | 75.00' | S 69°55'49" E | 53.20' |
| C26 | 21.14' | 25.00' | N 24°55'49" W | 20.52' |
| C27 | 1.93' | 25.00' | N 46°36'52" W | 1.93' |
| C28 | 19.21' | 25.00' | N 22°43'22" W | 18.74' |
| C29 | 72.47' | 150.00' | S 14°32'45" E | 71.77' |
| C30 | 157.16' | 150.00' | N 03°32'17" E | 150.64' |
| C31 | 13.46' | 200.00' | N 33°32'04" E | 13.46' |
| C32 | 97.71' | 150.00' | S 16°48'03" W | 95.99' |
| C33 | 5.36' | 200.00' | S 01°05'24" E | 5.36' |
| C34 | 38.71' | 25.00' | S 46°13'14" E | 34.86' |
| C35 | 39.27' | 25.00' | S 44°25'11" W | 35.36' |
| C36 | 38.06' | 200.00' | S 04°50'26" W | 38.01' |
| C37 | 39.83' | 25.00' | N 43°46'45" E | 35.75' |
| C38 | 38.71' | 25.00' | S 46°13'14" E | 34.86' |
| C39 | 25.92' | 125.00' | N 84°38'25" W | 25.87' |
| C40 | 31.48' | 175.00' | S 83°51'15" E | 31.44' |
| C41 | 15.91' | 25.00' | N 70°46'32" W | 15.64' |
| C42 | 266.83' | 55.00' | N 11°31'57" W | 94.19' |
| C43 | 31.34' | 25.00' | N 65°23'26" E | 29.32' |
| C44 | 36.28' | 175.00' | N 84°38'25" W | 36.22' |
| C45 | 53.17' | 55.00' | S 80°14'26" E | 51.12' |
| C46 | 47.02' | 55.00' | N 47°34'13" E | 45.61' |
| C47 | 35.62' | 55.00' | N 04°31'28" E | 35.00' |
| C48 | 35.62' | 55.00' | N 32°34'55" W | 35.00' |
| C49 | 35.62' | 55.00' | N 69°41'17" W | 35.00' |
| C50 | 89.78' | 55.00' | S 60°37'13" W | 56.66' |
| C51 | 31.10' | 150.00' | N 84°38'25" W | 31.05' |
| C52 | 77.55' | 150.00' | N 68°29'21" E | 76.69' |
| C53 | 124.92' | 200.00' | S 17°34'08" W | 122.90' |

| LEGEND | |
|---|---|
| Δ | DELTA OR CENTRAL ANGLE |
| R | RADIUS |
| A | ARC LENGTH |
| CB | CHORD BEARING |
| C | CHORD LENGTH |
| LB | LICENSED BUSINESS |
| LS | LAND SURVEYOR |
| (R) | RADIAL |
| (NR) | NON-RADIAL |
| ⊕ PRM | SET PERMANENT REFERENCE MONUMENT LB 7301 |
| ● PCP | SET PERMANENT CONTROL POINT LB 7301 |
| CM | CONCRETE MONUMENT |
| R/W | RIGHT OF WAY |
| FPL | FLORIDA POWER & LIGHT COMPANY |

| LINE TABLE TRACT "L"/LOT 63 | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L59 | S88°08'21"W | 37.61 |
| L60 | N36°54'58"W | 14.76 |
| L61 | N80°28'26"W | 30.85 |
| L62 | N50°34'14"W | 21.05 |
| L63 | N43°31'09"W | 51.83 |
| L64 | N27°01'17"W | 53.51 |
| L65 | N76°27'29"W | 84.88 |
| L66 | S83°49'44"W | 46.84 |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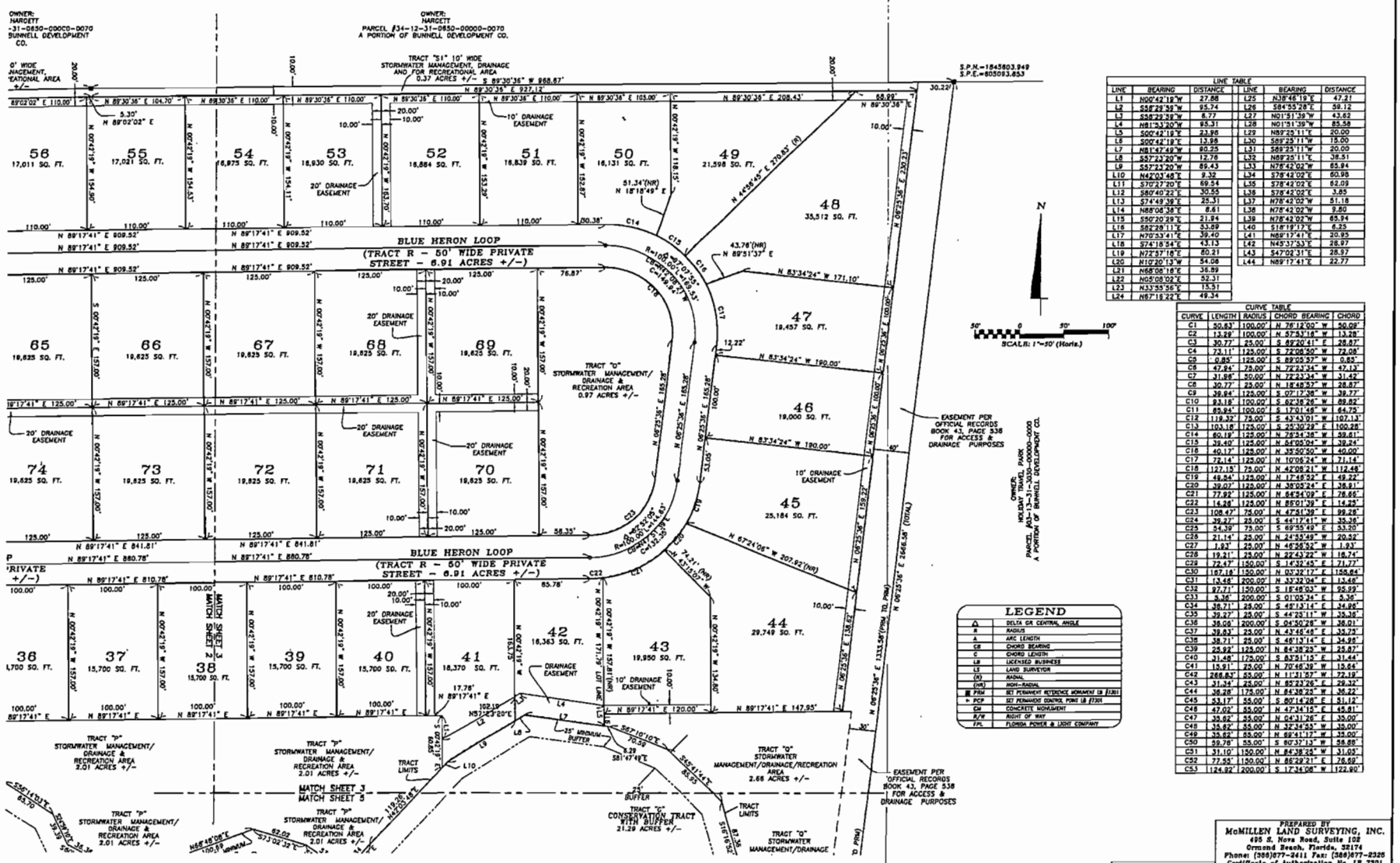
MAP BOOK: 37 PAGE: 16

# PLANTATION RESERVE ESTATES SUBDIVISION

BEING A REPLAT OF LOTS 1, 2, 12, AND PART OF LOT 11, BLOCK "B" AND ALL OF LOTS 5, 6, 7, AND PART OF LOTS 4, 8, 9, BLOCK "A" BUNNELL DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA




| LINE TABLE | | | | | |
|---|---|---|---|---|---|
| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
| L1 | N00°42'19"W | 27.86 | L25 | N38°46'19"E | 47.21 |
| L2 | S58°29'39"W | 95.74 | L26 | S84°55'28"E | 59.12 |
| L3 | S58°29'39"W | 8.77 | L27 | N01°51'39"W | 43.62 |
| L4 | N81°53'20"W | 65.31 | L28 | N01°51'39"W | 85.58 |
| L5 | S00°42'19"E | 23.96 | L29 | N89°25'11"E | 20.00 |
| L6 | S00°42'19"E | 13.96 | L30 | S89°25'11"W | 15.00 |
| L7 | N81°47'49"W | 80.25 | L31 | S89°25'11"W | 20.00 |
| L8 | S57°23'20"W | 12.76 | L32 | N89°25'11"E | 38.51 |
| L9 | S57°23'20"W | 89.43 | L33 | N76°42'02"W | 65.94 |
| L10 | N42°03'48"E | 9.32 | L34 | S76°42'02"E | 60.98 |
| L11 | S70°27'20"E | 69.54 | L35 | S76°42'02"E | 62.09 |
| L12 | S80°40'22"E | 30.55 | L36 | S76°42'02"E | 3.85 |
| L13 | S74°49'38"E | 25.31 | L37 | N76°42'02"W | 51.18 |
| L14 | N88°06'36"E | 8.61 | L38 | N76°42'02"W | 9.80 |
| L15 | S50°20'29"E | 21.94 | L39 | N76°42'02"W | 65.94 |
| L16 | S82°29'11"E | 53.89 | L40 | S16°19'17"E | 6.25 |
| L17 | N70°33'41"E | 39.40 | L41 | N89°17'41"E | 20.93 |
| L18 | S74°18'54"E | 43.13 | L42 | N45°37'53"E | 28.97 |
| L19 | N72°37'16"E | 80.21 | L43 | S47°02'31"E | 28.97 |
| L20 | N10°20'13"W | 54.06 | L44 | N89°17'41"E | 22.77 |
| L21 | N66°06'16"E | 36.89 | | | |
| L22 | N05°08'02"E | 52.31 | | | |
| L23 | N33°55'56"E | 15.51 | | | |
| L24 | N67°19'22"E | 49.34 | | | |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD |
| C1 | 50.63' | 100.00' | N 76°12'00" W | 50.09' |
| C2 | 13.26' | 100.00' | N 57°53'18" W | 13.26' |
| C3 | 30.77' | 25.00' | S 89°20'41" E | 28.87' |
| C4 | 73.11' | 125.00' | S 72°08'50" W | 72.08' |
| C5 | 0.85' | 125.00' | S 89°05'57" W | 0.85' |
| C6 | 47.94' | 75.00' | N 72°23'34" W | 47.13' |
| C7 | 31.98' | 50.00' | N 72°23'34" W | 31.42' |
| C8 | 30.77' | 25.00' | N 18°48'57" W | 28.87' |
| C9 | 39.84' | 125.00' | S 07°17'38" W | 39.77' |
| C10 | 93.18' | 100.00' | S 62°38'26" W | 89.82' |
| C11 | 69.94' | 100.00' | S 17°01'46" W | 64.75' |
| C12 | 118.32' | 75.00' | S 43°43'01" W | 107.13' |
| C13 | 103.16' | 125.00' | S 25°30'29" E | 100.28' |
| C14 | 60.19' | 125.00' | N 29°54'36" W | 59.61' |
| C15 | 39.40' | 125.00' | N 54°05'04" W | 39.24' |
| C16 | 40.17' | 25.00' | N 35°50'50" W | 40.00' |
| C17 | 72.14' | 125.00' | N 10°06'24" W | 71.14' |
| C18 | 127.15' | 75.00' | N 42°08'21" W | 112.46' |
| C19 | 49.54' | 125.00' | N 17°45'52" E | 49.22' |
| C20 | 39.02' | 125.00' | N 38°05'24" E | 38.81' |
| C21 | 77.92' | 125.00' | N 84°34'09" E | 76.66' |
| C22 | 14.28' | 125.00' | N 89°01'39" E | 14.25' |
| C23 | 108.47' | 75.00' | N 47°51'39" E | 99.28' |
| C24 | 39.27' | 25.00' | S 44°17'41" W | 35.36' |
| C25 | 54.39' | 75.00' | S 69°55'49" E | 53.20' |
| C26 | 21.14' | 25.00' | N 24°55'49" W | 20.52' |
| C27 | 1.93' | 25.00' | N 46°36'52" W | 1.93' |
| C28 | 19.21' | 25.00' | N 22°43'22" W | 18.74' |
| C29 | 72.47' | 150.00' | S 14°32'45" E | 71.77' |
| C30 | 167.18' | 150.00' | N 03°32'17" E | 158.64' |
| C31 | 13.46' | 200.00' | N 13°32'04" E | 13.46' |
| C32 | 97.71' | 150.00' | S 15°48'03" W | 95.99' |
| C33 | 5.36' | 200.00' | S 01°05'34" E | 5.36' |
| C34 | 38.71' | 25.00' | S 49°13'14" E | 34.86' |
| C35 | 39.27' | 25.00' | S 44°25'11" W | 35.36' |
| C36 | 36.06' | 200.00' | S 04°50'28" W | 36.01' |
| C37 | 39.83' | 25.00' | N 43°45'48" E | 35.75' |
| C38 | 38.71' | 25.00' | S 46°13'14" E | 34.86' |
| C39 | 25.92' | 125.00' | N 84°38'25" W | 25.87' |
| C40 | 31.48' | 125.00' | S 83°31'15" E | 31.44' |
| C41 | 15.91' | 25.00' | N 70°48'39" W | 15.64' |
| C42 | 268.83' | 55.00' | N 11°31'57" W | 72.19' |
| C43 | 31.34' | 25.00' | N 85°23'26" E | 29.32' |
| C44 | 36.28' | 175.00' | N 84°38'25" W | 36.22' |
| C45 | 53.17' | 55.00' | S 80°14'28" E | 51.12' |
| C46 | 47.02' | 55.00' | N 47°34'15" E | 45.61' |
| C47 | 35.62' | 55.00' | N 04°31'26" E | 35.00' |
| C48 | 35.62' | 55.00' | N 32°34'53" W | 35.00' |
| C49 | 35.62' | 55.00' | N 68°41'12" W | 35.00' |
| C50 | 59.78' | 55.00' | S 80°37'13" W | 56.88' |
| C51 | 31.10' | 150.00' | N 84°38'25" W | 31.05' |
| C52 | 77.55' | 150.00' | N 86°29'21" E | 76.69' |
| C53 | 124.92' | 200.00' | S 17°34'08" W | 122.90' |

## LEGEND

| | |
|---|---|
| Δ | DELTA OR CENTRAL ANGLE |
| R | RADIUS |
| A | ARC LENGTH |
| CH | CHORD BEARING |
| C | CHORD LENGTH |
| LB | LICENSED BUSINESS |
| LS | LAND SURVEYOR |
| (R) | RADIAL |
| (NR) | NON-RADIAL |
| ■ PRM | SET PERMANENT REFERENCE MONUMENT LB #7301 |
| + PCP | SET PERMANENT CONTROL POINT LB #7301 |
| CM | CONCRETE MONUMENT |
| R/W | RIGHT OF WAY |
| F/PL | FLORIDA POWER & LIGHT COMPANY |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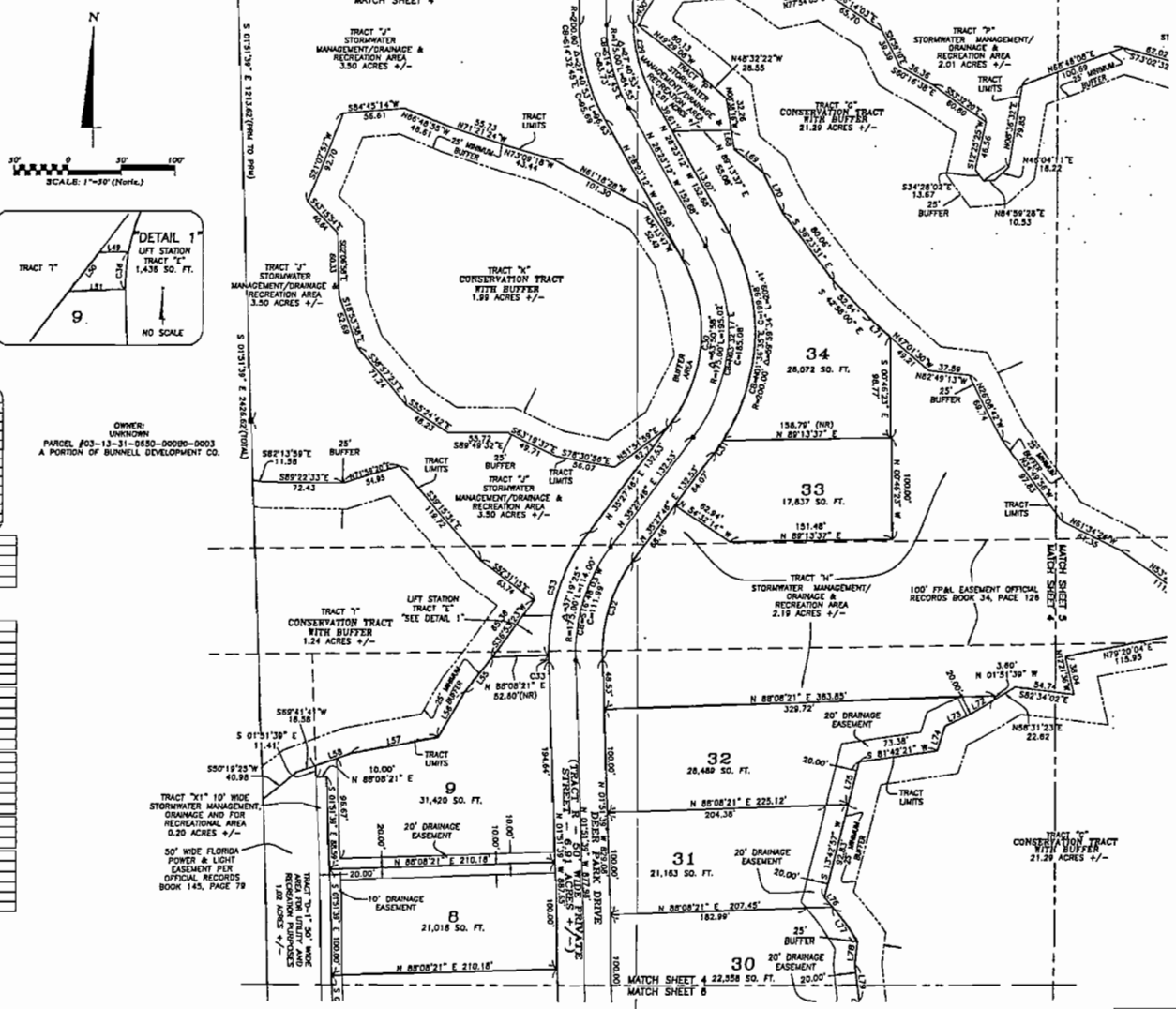
Certificate of Authorization No. LB 7301
WWW.MCMILLEN-SURVEYING.COM

MAP BOOK: 37 PAGE: 17

# PLANTATION RESERVE ESTATES SUBDIVISION

BEING A REPLAT OF LOTS 1, 2, 12, AND PART OF LOT 11, BLOCK "B" AND ALL OF LOTS 5, 6, 7, AND PART OF LOTS 4, 8, 9, BLOCK "A" BUNNELL DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA




| LINE TABLE | | | | | |
|---|---|---|---|---|---|
| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
| L1 | N00°42'19"W | 27.88 | L25 | N38°46'19"E | 47.21 |
| L2 | S58°29'59"W | 95.74 | L26 | S84°55'26"E | 59.12 |
| L3 | S58°29'59"W | 8.77 | L27 | N01°51'39"W | 43.82 |
| L4 | N81°53'20"W | 25.31 | L28 | N01°51'39"W | 85.58 |
| L5 | S00°42'19"E | 23.98 | L29 | N89°25'11"E | 20.00 |
| L6 | S00°42'19"E | 13.98 | L30 | S89°25'11"W | 15.00 |
| L7 | N81°47'48"W | 90.25 | L31 | S89°25'11"W | 20.00 |
| L8 | S57°23'20"W | 12.76 | L32 | N89°25'11"E | 38.51 |
| L9 | S57°23'20"W | 69.43 | L33 | N76°42'02"W | 65.94 |
| L10 | N42°03'48"E | 9.32 | L34 | S78°42'02"E | 60.98 |
| L11 | S70°27'20"E | 69.54 | L35 | S78°42'02"E | 62.09 |
| L12 | S80°40'22"E | 30.55 | L36 | S78°42'02"E | 3.85 |
| L13 | S74°49'39"E | 25.31 | L37 | N78°42'02"W | 31.18 |
| L14 | N88°08'38"E | 8.61 | L38 | N78°42'02"W | 8.80 |
| L15 | S30°20'29"E | 21.94 | L39 | N78°42'02"W | 65.94 |
| L16 | S82°28'11"E | 33.89 | L40 | S18°19'17"E | 6.25 |
| L17 | N70°53'41"E | 39.40 | L41 | N89°17'41"E | 20.95 |
| L18 | S74°18'54"E | 43.13 | L42 | N45°37'53"E | 28.97 |
| L19 | N72°57'18"E | 80.21 | L43 | S47°02'31"E | 28.97 |
| L20 | N10°20'13"W | 54.08 | L44 | N89°17'41"E | 22.77 |
| L21 | N68°08'18"E | 36.89 | | | |
| L22 | N05°06'02"E | 52.31 | | | |
| L23 | N33°55'58"E | 15.51 | | | |
| L24 | N67°18'22"E | 49.14 | | | |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD |
| C1 | 50.63' | 100.00' | N 76°12'00" W | 50.09' |
| C2 | 13.29' | 100.00' | N 57°53'18" W | 13.28' |
| C3 | 30.77' | 25.00' | S 89°20'41" E | 28.87' |
| C4 | 73.11' | 125.00' | S 72°08'50" W | 72.08' |
| C5 | 0.85' | 125.00' | S 89°05'57" W | 0.85' |
| C6 | 47.84' | 75.00' | N 72°23'34" W | 47.13' |
| C7 | 31.66' | 50.00' | N 72°23'34" W | 31.42' |
| C8 | 30.77' | 25.00' | N 18°46'57" W | 28.87' |
| C9 | 38.84' | 125.00' | S 07°17'38" W | 38.77' |
| C10 | 93.16' | 100.00' | S 82°36'26" W | 89.82' |
| C11 | 65.84' | 100.00' | S 17°01'46" W | 64.75' |
| C12 | 118.32' | 75.00' | S 43°43'01" W | 107.13' |
| C13 | 103.18' | 125.00' | S 23°30'29" E | 100.28' |
| C14 | 80.19' | 125.00' | N 76°54'36" W | 78.81' |
| C15 | 39.40' | 125.00' | N 54°05'04" W | 39.24' |
| C16 | 40.17' | 125.00' | N 35°50'30" W | 40.00' |
| C17 | 73.24' | 125.00' | N 10°06'24" W | 71.14' |
| C18 | 127.15' | 75.00' | N 42°08'21" W | 112.46' |
| C19 | 49.54' | 125.00' | N 17°46'32" E | 49.22' |
| C20 | 39.07' | 125.00' | N 38°08'24" E | 38.91' |
| C21 | 77.93' | 125.00' | N 64°34'09" E | 76.66' |
| C22 | 14.22' | 125.00' | N 86°01'38" E | 14.21' |
| C23 | 108.47' | 75.00' | N 47°51'39" E | 99.26' |
| C24 | 39.27' | 25.00' | S 44°17'41" W | 35.36' |
| C25 | 54.39' | 75.00' | S 69°55'49" E | 53.20' |
| C26 | 21.14' | 25.00' | N 24°55'49" W | 20.52' |
| C27 | 1.93' | 25.00' | N 46°36'52" W | 1.93' |
| C28 | 19.21' | 25.00' | N 22°43'22" W | 18.74' |
| C29 | 72.47' | 150.00' | S 14°32'45" E | 71.77' |
| C30 | 187.18' | 150.00' | N 03°32'17" E | 175.64' |
| C31 | 13.48' | 200.00' | N 33°22'04" E | 13.48' |
| C32 | 87.71' | 150.00' | S 18°48'03" W | 86.89' |
| C33 | 9.36' | 200.00' | S 01°05'34" E | 9.36' |
| C34 | 38.71' | 25.00' | S 46°13'14" E | 34.96' |
| C35 | 39.27' | 25.00' | S 44°25'11" W | 35.36' |
| C36 | 38.05' | 200.00' | S 04°50'26" W | 38.01' |
| C37 | 39.83' | 25.00' | N 43°46'46" E | 35.75' |
| C38 | 38.71' | 25.00' | S 46°13'14" E | 34.96' |
| C39 | 25.82' | 125.00' | N 84°38'25" W | 25.87' |
| C40 | 31.48' | 175.00' | S 83°51'15" E | 31.44' |
| C41 | 15.81' | 25.00' | N 70°48'39" W | 15.54' |
| C42 | 266.83' | 55.00' | N 11°31'57" W | 72.19' |
| C43 | 31.34' | 25.00' | N 65°23'26" E | 29.32' |
| C44 | 36.28' | 175.00' | N 84°38'25" W | 36.22' |
| C45 | 53.17' | 55.00' | S 60°14'28" E | 51.12' |
| C46 | 47.02' | 55.00' | N 47°34'12" E | 45.61' |
| C47 | 35.62' | 55.00' | N 04°31'26" E | 35.00' |
| C48 | 35.62' | 55.00' | N 32°34'55" W | 35.00' |
| C49 | 35.62' | 55.00' | N 69°41'17" W | 35.00' |
| C50 | 58.78' | 55.00' | S 60°32'13" W | 56.88' |
| C51 | 31.10' | 150.00' | S 84°38'25" W | 31.04' |
| C52 | 77.55' | 150.00' | N 86°29'21" E | 76.69' |
| C53 | 124.92' | 200.00' | S 17°34'06" W | 122.90' |

| LEGEND | |
|---|---|
| Δ | DELTA OR CENTRAL ANGLE |
| R | RADIUS |
| A | ARC LENGTH |
| CB | CHORD BEARING |
| C | CHORD LENGTH |
| LB | LICENSED BUSINESS |
| LS | LAND SURVEYOR |
| (R) | RADIAL |
| (NR) | NON-RADIAL |
| ■ PRM | SET PERMANENT REFERENCE MONUMENT LB 7301 |
| ● PCP | SET PERMANENT CONTROL POINT LB 7301 |
| CM | CONCRETE MONUMENT |
| R/W | RIGHT OF WAY |
| FPL | FLORIDA POWER & LIGHT COMPANY |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L49 | N90°00'00"W | 27.40 |
| L50 | S36°53'23"W | 47.00 |
| L51 | N88°08'21"E | 52.80 |

| LINE TABLE TRACT "Y"/LOT 9 | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L55 | S36°53'23"W | 42.81 |
| L56 | S29°32'23"W | 49.76 |
| L57 | S79°07'00"W | 82.20 |
| L58 | S88°41'41"W | 35.57 |
| LINE TABLE TRACT "G"/LOT 34 | | |
| LINE | BEARING | DISTANCE |
| L68 | S08°38'16"E | 18.35 |
| L69 | S50°19'23"W | 34.94 |
| L70 | S24°42'59"E | 43.87 |
| L71 | S47°01'30"E | 23.42 |
| LINE TABLE TRACT "G"/LOT 32 | | |
| LINE | BEARING | DISTANCE |
| L72 | S58°31'23"W | 28.78 |
| L73 | S62°38'28"W | 23.59 |
| L74 | S17°21'30"W | 24.67 |
| L75 | S17°42'37"W | 42.44 |
| LINE TABLE TRACT "G"/LOT 31 | | |
| LINE | BEARING | DISTANCE |
| L76 | S37°01'34"E | 12.84 |
| LINE TABLE TRACT "G"/LOT 30 | | |
| LINE | BEARING | DISTANCE |
| L77 | S37°01'34"E | 39.54 |
| L78 | S08°38'28"W | 18.85 |
| L79 | S07°19'32"E | 33.88 |
| L80 | S18°37'31"W | 16.07 |

OWNER:
UNKNOWN
PARCEL #03-13-31-0650-00090-0003
A PORTION OF BUNNELL DEVELOPMENT CO.


PREPARED BY
McMILLEN LAND SURVEYING, INC.
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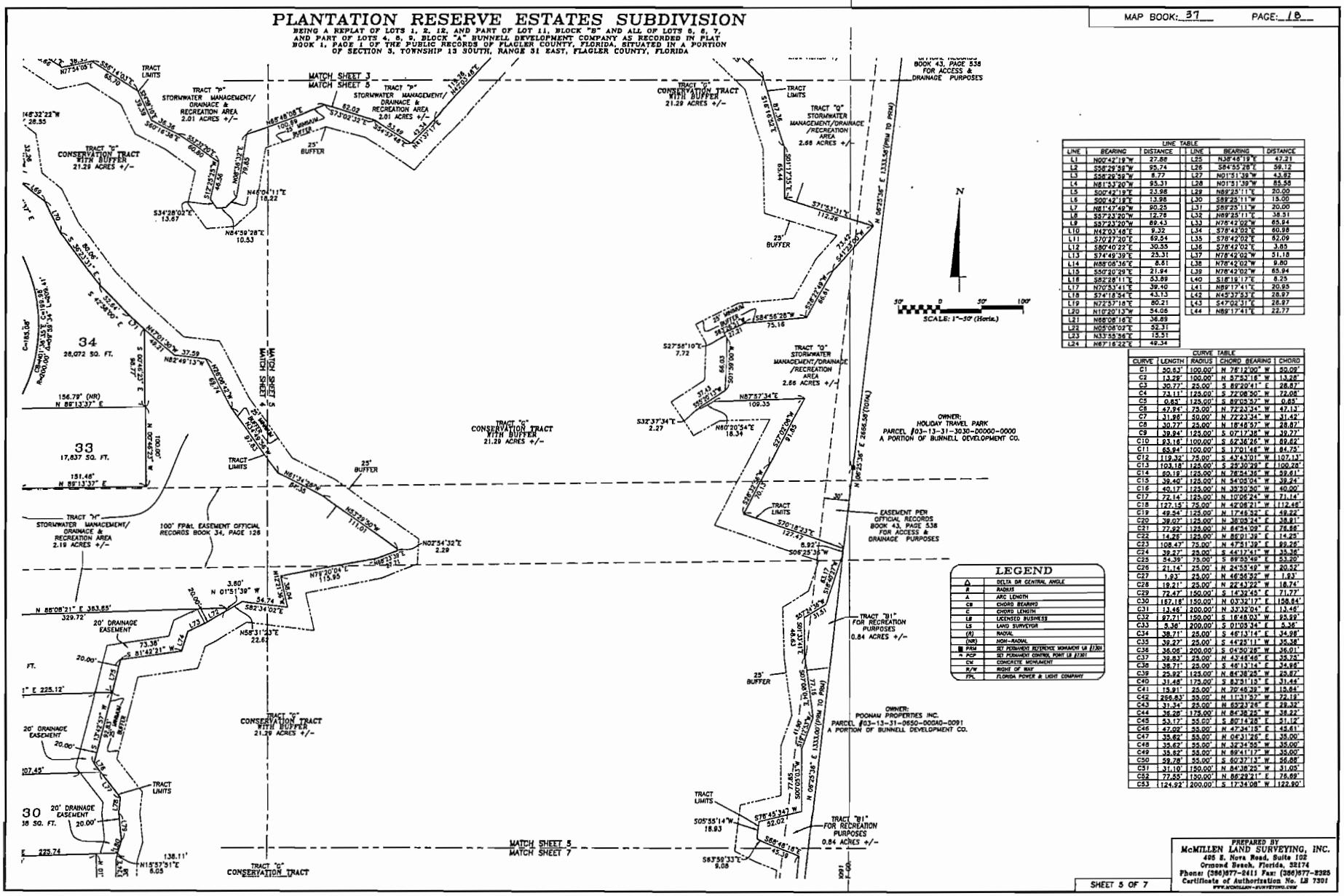
Certificate of Authorization No. LB 7301
www.mcmillen-surveying.com

# PLANTATION RESERVE ESTATES SUBDIVISION

BEING A REPLAT OF LOTS 1, 2, 12, AND PART OF LOT 11, BLOCK "B" AND ALL OF LOTS 5, 6, 7, AND PART OF LOTS 4, 8, 9, BLOCK "A" BUNNELL DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA

MAP BOOK: 37 PAGE: 18




| LINE TABLE | | | | | |
|---|---|---|---|---|---|
| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
| L1 | N00°42'19"W | 27.88 | L25 | N38°46'13"E | 47.21 |
| L2 | S58°29'52"W | 95.74 | L26 | S84°55'28"E | 58.12 |
| L3 | S58°29'39"W | 8.77 | L27 | N01°51'39"W | 43.82 |
| L4 | N81°53'20"W | 95.31 | L28 | N01°51'39"W | 85.56 |
| L5 | S00°42'19"E | 23.98 | L29 | N89°25'11"E | 20.00 |
| L6 | S00°42'19"E | 13.98 | L30 | S89°25'11"W | 15.00 |
| L7 | N61°47'49"W | 90.25 | L31 | S89°25'11"W | 20.00 |
| L8 | S57°23'20"W | 12.78 | L32 | N89°25'11"E | 38.51 |
| L9 | S57°23'20"W | 89.43 | L33 | N76°42'02"W | 65.94 |
| L10 | N42°03'46"E | 9.32 | L34 | S78°42'02"E | 60.98 |
| L11 | S70°27'20"E | 69.54 | L35 | S78°42'02"E | 62.09 |
| L12 | S80°40'22"E | 30.55 | L36 | S78°42'02"E | 3.85 |
| L13 | S74°49'39"E | 25.31 | L37 | N78°42'02"W | 51.18 |
| L14 | N88°08'36"E | 8.61 | L38 | N78°42'02"W | 9.80 |
| L15 | S50°20'29"E | 21.94 | L39 | N78°42'02"W | 65.94 |
| L16 | S82°28'11"E | 93.89 | L40 | S16°18'17"E | 8.25 |
| L17 | N70°53'41"E | 39.40 | L41 | N89°17'41"E | 20.95 |
| L18 | S74°18'54"E | 43.13 | L42 | N45°37'53"E | 28.97 |
| L19 | N72°57'18"E | 80.21 | L43 | S47°02'31"E | 28.97 |
| L20 | N10°20'13"W | 54.06 | L44 | N89°17'41"E | 22.77 |
| L21 | N88°08'14"E | 36.89 | | | |
| L22 | N05°08'02"E | 92.31 | | | |
| L23 | N33°55'36"E | 15.31 | | | |
| L24 | N67°16'22"E | 49.34 | | | |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD |
| C1 | 50.63' | 100.00' | N 76°12'00" W | 50.09' |
| C2 | 13.29' | 100.00' | N 57°53'16" W | 13.28' |
| C3 | 30.77' | 25.00' | S 89°20'41" E | 28.87' |
| C4 | 73.11' | 125.00' | S 72°08'30" W | 72.08' |
| C5 | 0.65' | 125.00' | S 89°03'57" W | 0.65' |
| C6 | 47.94' | 75.00' | N 72°23'34" W | 47.13' |
| C7 | 31.86' | 50.00' | N 72°23'34" W | 31.42' |
| C8 | 30.77' | 25.00' | N 18°48'57" W | 28.87' |
| C9 | 38.84' | 125.00' | S 07°17'38" W | 38.77' |
| C10 | 93.16' | 100.00' | S 62°36'26" W | 89.82' |
| C11 | 65.94' | 100.00' | S 17°01'48" W | 64.75' |
| C12 | 119.32' | 75.00' | S 43°43'01" W | 107.13' |
| C13 | 103.18' | 125.00' | S 25°30'29" E | 100.28' |
| C14 | 80.19' | 125.00' | N 78°54'39" E | 78.61' |
| C15 | 39.40' | 125.00' | N 54°05'04" W | 39.24' |
| C16 | 40.17' | 125.00' | N 35°39'30" W | 40.00' |
| C17 | 72.14' | 125.00' | N 10°06'24" W | 71.14' |
| C18 | 127.15' | 75.00' | N 42°08'21" W | 112.48' |
| C19 | 49.34' | 125.00' | N 17°46'32" E | 49.02' |
| C20 | 39.07' | 125.00' | N 36°05'24" E | 38.91' |
| C21 | 77.92' | 125.00' | N 64°54'09" E | 76.66' |
| C22 | 14.26' | 125.00' | N 85°01'38" E | 14.25' |
| C23 | 108.47' | 75.00' | N 47°51'39" E | 99.26' |
| C24 | 39.27' | 25.00' | S 44°17'41" W | 35.36' |
| C25 | 54.39' | 75.00' | S 69°55'49" E | 53.20' |
| C26 | 21.14' | 25.00' | N 24°55'49" W | 20.52' |
| C27 | 1.83' | 25.00' | N 46°58'52" W | 1.83' |
| C28 | 19.21' | 25.00' | N 22°43'22" W | 18.74' |
| C29 | 72.47' | 150.00' | S 14°32'45" E | 71.77' |
| C30 | 157.18' | 150.00' | N 03°32'17" E | 150.04' |
| C31 | 13.46' | 200.00' | N 33°32'04" E | 13.46' |
| C32 | 92.71' | 150.00' | S 18°48'03" W | 91.99' |
| C33 | 5.36' | 200.00' | S 01°03'34" E | 5.36' |
| C34 | 38.71' | 25.00' | S 46°13'14" E | 34.98' |
| C35 | 39.27' | 25.00' | S 44°25'11" W | 35.38' |
| C36 | 36.06' | 200.00' | S 04°30'28" W | 36.01' |
| C37 | 39.83' | 25.00' | N 43°46'46" E | 35.25' |
| C38 | 38.71' | 25.00' | S 46°13'14" E | 34.98' |
| C39 | 25.92' | 125.00' | N 84°38'25" W | 25.87' |
| C40 | 31.46' | 175.00' | S 83°51'13" E | 31.44' |
| C41 | 15.91' | 25.00' | N 70°45'39" W | 15.64' |
| C42 | 266.83' | 55.00' | N 11°31'52" W | 72.18' |
| C43 | 31.34' | 25.00' | N 65°23'26" E | 29.32' |
| C44 | 36.26' | 175.00' | N 84°38'25" W | 36.22' |
| C45 | 53.17' | 55.00' | S 80°14'28" E | 51.12' |
| C46 | 42.02' | 55.00' | N 42°34'15" E | 40.61' |
| C47 | 35.62' | 55.00' | N 04°31'26" E | 35.00' |
| C48 | 35.62' | 55.00' | N 32°34'50" W | 35.00' |
| C49 | 35.62' | 55.00' | N 69°41'17" W | 35.00' |
| C50 | 59.78' | 55.00' | S 60°37'13" W | 56.88' |
| C51 | 31.10' | 150.00' | N 84°36'25" W | 31.05' |
| C52 | 77.55' | 150.00' | N 86°29'21" E | 76.69' |
| C53 | 124.92' | 200.00' | S 17°34'08" W | 122.90' |

| LEGEND | |
|---|---|
| Δ | DELTA OR CENTRAL ANGLE |
| R | RADIUS |
| A | ARC LENGTH |
| CB | CHORD BEARING |
| C | CHORD LENGTH |
| LB | LICENSED BUSINESS |
| LS | LAND SURVEYOR |
| (R) | RADIAL |
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| ■ PRM | SET PERMANENT REFERENCE MONUMENT LB #7301 |
| ● PCP | SET PERMANENT CONTROL POINT LB #7301 |
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| R/W | RIGHT OF WAY |
| FPL | FLORIDA POWER & LIGHT COMPANY |


PREPARED BY
McMILLEN LAND SURVEYING, INC.
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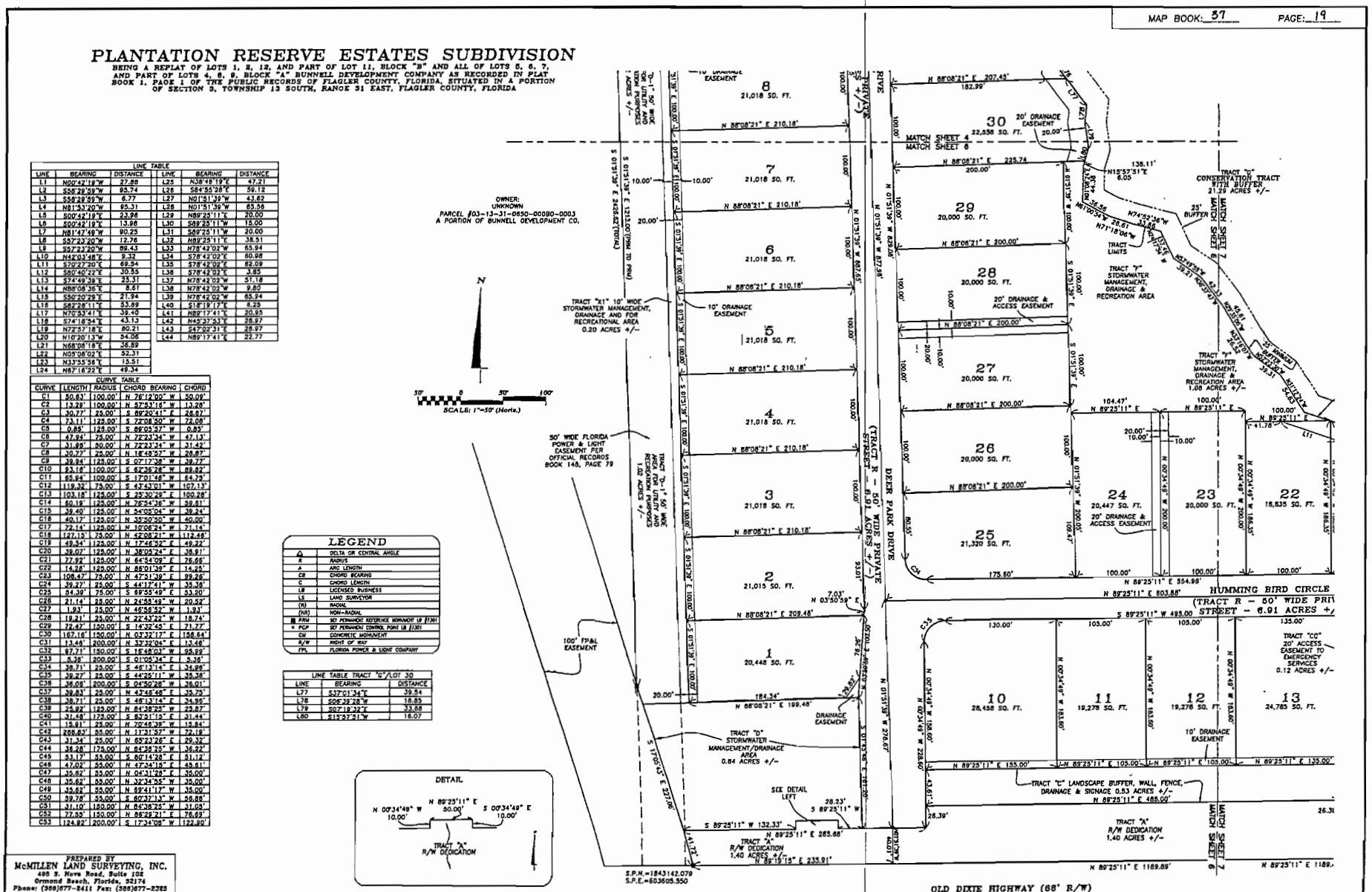
WWW.MCMILLEN-SURVEYING.COM

MAP BOOK: 37 PAGE: 19

# PLANTATION RESERVE ESTATES SUBDIVISION

BEING A REPLAT OF LOTS 1, 2, 12, AND PART OF LOT 11, BLOCK "B" AND ALL OF LOTS 5, 6, 7, AND PART OF LOTS 4, 8, 9, BLOCK "A" BUNNELL DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SITUATED IN A PORTION OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA




| LINE TABLE | | | | | |
|---|---|---|---|---|---|
| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
| L1 | N00°42'19"W | 27.88 | L25 | N38°48'19"E | 47.21 |
| L2 | S58°29'59"W | 95.74 | L26 | S84°55'28"E | 59.12 |
| L3 | S58°29'59"W | 6.77 | L27 | N01°51'39"W | 43.62 |
| L4 | N81°53'20"W | 95.31 | L28 | N01°51'39"W | 85.56 |
| L5 | S00°42'19"E | 23.96 | L29 | N89°25'11"E | 20.00 |
| L6 | S00°42'19"E | 13.96 | L30 | S89°25'11"W | 15.00 |
| L7 | N81°47'49"W | 90.25 | L31 | S89°25'11"W | 20.00 |
| L8 | S57°23'20"W | 12.76 | L32 | N89°25'11"E | 38.51 |
| L9 | S57°23'20"W | 89.43 | L33 | N78°42'02"W | 65.94 |
| L10 | N42°03'48"E | 9.32 | L34 | S78°42'02"E | 60.98 |
| L11 | S70°27'20"E | 69.34 | L35 | S78°42'02"E | 62.09 |
| L12 | S80°40'22"E | 30.55 | L36 | S78°42'02"E | 3.85 |
| L13 | S74°49'39"E | 25.31 | L37 | N78°42'02"W | 51.18 |
| L14 | N88°08'36"E | 8.61 | L38 | N78°42'02"W | 9.80 |
| L15 | S50°20'29"E | 21.94 | L39 | N78°42'02"W | 65.94 |
| L16 | S82°28'11"E | 53.89 | L40 | S18°19'17"E | 6.25 |
| L17 | N70°53'41"E | 39.40 | L41 | N89°17'41"E | 20.95 |
| L18 | S74°16'54"E | 43.13 | L42 | N45°37'53"E | 28.97 |
| L19 | N72°57'18"E | 80.21 | L43 | S47°02'31"E | 28.97 |
| L20 | N10°20'13"W | 54.06 | L44 | N89°17'41"E | 22.77 |
| L21 | N68°06'18"E | 36.89 | | | |
| L22 | N05°08'02"E | 52.31 | | | |
| L23 | N33°55'56"E | 13.51 | | | |
| L24 | N67°16'22"E | 49.34 | | | |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD |
| C1 | 50.63' | 100.00' | N 76°12'00" W | 50.09' |
| C2 | 13.29' | 100.00' | N 57°53'16" W | 13.28' |
| C3 | 30.77' | 25.00' | S 89°20'41" E | 28.82' |
| C4 | 73.11' | 125.00' | S 72°08'50" W | 72.08' |
| C5 | 0.85' | 125.00' | S 89°05'57" W | 0.85' |
| C6 | 47.94' | 75.00' | N 72°23'34" W | 47.13' |
| C7 | 31.85' | 20.00' | N 72°23'34" W | 31.42' |
| C8 | 30.77' | 25.00' | N 18°48'52" W | 28.87' |
| C9 | 39.84' | 125.00' | S 07°17'38" W | 39.67' |
| C10 | 93.16' | 100.00' | S 62°36'28" W | 89.82' |
| C11 | 65.94' | 100.00' | S 17°01'46" W | 64.75' |
| C12 | 119.32' | 75.00' | S 43°43'01" W | 107.13' |
| C13 | 103.18' | 125.00' | S 25°30'29" E | 100.28' |
| C14 | 80.19' | 125.00' | N 26°54'36" W | 78.81' |
| C15 | 39.40' | 125.00' | N 54°05'04" W | 39.24' |
| C16 | 40.17' | 125.00' | N 35°50'50" W | 40.00' |
| C17 | 72.14' | 125.00' | N 10°06'24" W | 71.14' |
| C18 | 127.15' | 75.00' | N 42°08'21" W | 112.48' |
| C19 | 49.34' | 125.00' | N 17°46'52" E | 49.22' |
| C20 | 39.07' | 125.00' | N 38°05'24" E | 38.91' |
| C21 | 77.92' | 125.00' | N 64°54'09" E | 76.66' |
| C22 | 14.26' | 125.00' | N 86°01'39" E | 14.25' |
| C23 | 108.47' | 75.00' | N 42°51'39" E | 99.26' |
| C24 | 39.27' | 25.00' | S 44°17'41" W | 35.36' |
| C25 | 84.39' | 75.00' | S 69°55'49" E | 53.20' |
| C26 | 21.14' | 25.00' | N 24°58'48" W | 20.52' |
| C27 | 1.93' | 25.00' | N 46°58'52" W | 1.93' |
| C28 | 19.21' | 25.00' | N 22°43'22" W | 18.74' |
| C29 | 72.47' | 150.00' | S 14°32'45" E | 71.77' |
| C30 | 167.16' | 150.00' | N 03°32'17" E | 158.64' |
| C31 | 13.46' | 200.00' | N 33°32'04" E | 13.46' |
| C32 | 97.71' | 150.00' | S 16°48'03" W | 95.99' |
| C33 | 5.38' | 200.00' | S 01°05'34" E | 5.38' |
| C34 | 38.71' | 25.00' | S 46°13'14" E | 34.98' |
| C35 | 39.27' | 25.00' | S 44°25'11" W | 35.36' |
| C36 | 36.08' | 200.00' | S 04°50'28" W | 36.01' |
| C37 | 38.83' | 25.00' | N 43°46'48" E | 33.73' |
| C38 | 38.71' | 25.00' | S 46°13'14" E | 34.98' |
| C39 | 25.92' | 125.00' | N 84°38'25" W | 25.87' |
| C40 | 31.48' | 175.00' | S 83°31'15" E | 31.44' |
| C41 | 15.81' | 25.00' | N 70°46'39" W | 15.84' |
| C42 | 288.83' | 55.00' | N 11°31'57" W | 72.18' |
| C43 | 31.34' | 25.00' | N 65°23'26" E | 29.32' |
| C44 | 36.28' | 175.00' | N 84°38'25" W | 36.22' |
| C45 | 53.17' | 55.00' | S 80°14'28" E | 51.12' |
| C46 | 47.02' | 55.00' | N 47°34'15" E | 45.61' |
| C47 | 35.62' | 55.00' | N 04°31'28" E | 35.00' |
| C48 | 35.62' | 55.00' | N 32°34'55" W | 35.00' |
| C49 | 35.62' | 55.00' | N 69°41'17" W | 35.00' |
| C50 | 39.78' | 55.00' | S 60°37'13" W | 38.88' |
| C51 | 31.10' | 150.00' | N 64°38'25" W | 31.05' |
| C52 | 77.55' | 150.00' | N 86°29'21" E | 76.69' |
| C53 | 124.92' | 200.00' | S 17°34'08" W | 122.90' |

| LEGEND | |
|---|---|
| Δ | DELTA OR CENTRAL ANGLE |
| R | RADIUS |
| A | ARC LENGTH |
| CB | CHORD BEARING |
| C | CHORD LENGTH |
| LB | LICENSED BUSINESS |
| LS | LAND SURVEYOR |
| (R) | RADIAL |
| (NR) | NON-RADIAL |
| ■ PRM | SET PERMANENT REFERENCE MONUMENT LB #7301 |
| + POC | SET PERMANENT CONTROL POINT LB #7301 |
| CM | CONCRETE MONUMENT |
| R/W | RIGHT OF WAY |
| FPL | FLORIDA POWER & LIGHT COMPANY |

| LINE TABLE TRACT "C"/LOT 30 | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L77 | S37°01'34"E | 39.54 |
| L78 | S06°39'28"W | 16.85 |
| L79 | S07°18'32"E | 33.68 |
| L80 | S15°57'51"W | 16.07 |

DETAIL





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McMILLEN LAND SURVEYING, INC.
495 S. Nova Road, Suite 102
Ormond Beach, Florida, 32174
Phone: (386)677-8411 Fax: (386)677-2325
Certificate of Authorization No. LB 7301
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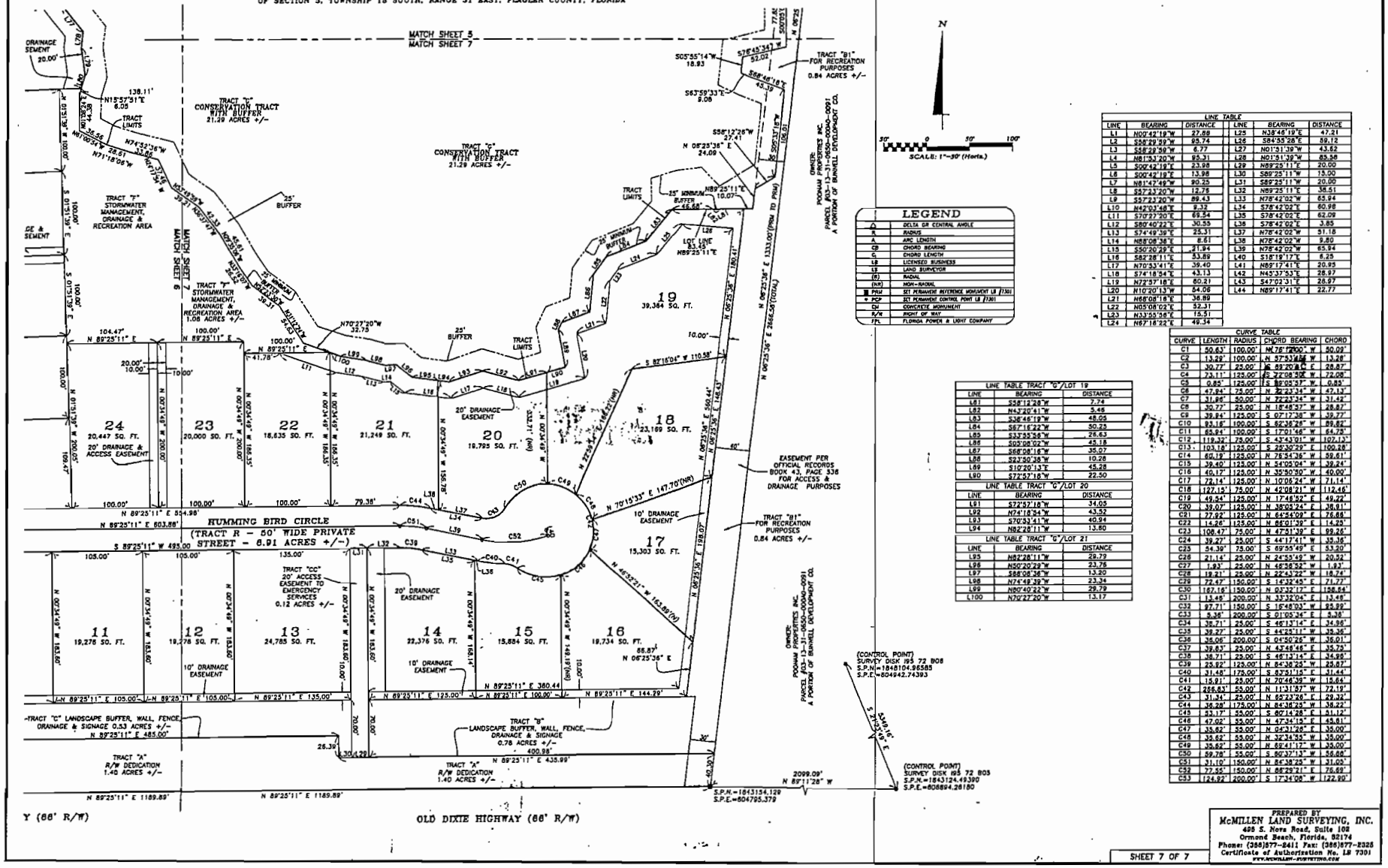
# PLANTATION RESERVE ESTATES SUBDIVISION

BEING A REPLAT OF LOTS 1, 8, 12, AND PART OF LOT 11, BLOCK "B" AND ALL OF LOTS 5, 6, 7, AND PART OF LOTS 4, 8, 9, BLOCK "A" BUNNELL DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SITUATED IN A PORTION OF SECTION 3, TOWNSHIP 18 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA

MAP BOOK: 37 PAGE: 20




## LEGEND

| | |
|---|---|
| Δ | DELTA OR CENTRAL ANGLE |
| R | RADIUS |
| A | ARC LENGTH |
| CB | CHORD BEARING |
| C | CHORD LENGTH |
| LB | LICENSED BUSINESS |
| LS | LAND SURVEYOR |
| (R) | RADIAL |
| (NR) | NON-RADIAL |
| ■ PRM | SET PERMANENT REFERENCE MONUMENT LB 7301 |
| ● PCP | SET PERMANENT CONTROL POINT LB 7301 |
| CM | CONCRETE MONUMENT |
| R/W | RIGHT OF WAY |
| FPL | FLORIDA POWER & LIGHT COMPANY |

### LINE TABLE

| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
|---|---|---|---|---|---|
| L1 | N00°49'19"W | 27.88 | L25 | N38°48'19"E | 47.21 |
| L2 | S50°29'39"W | 95.74 | L26 | S84°55'28"E | 59.12 |
| L3 | S58°29'56"W | 6.77 | L27 | N01°51'39"W | 43.62 |
| L4 | N81°54'20"W | 95.31 | L28 | N01°51'39"W | 85.58 |
| L5 | S00°42'19"E | 23.98 | L29 | N89°25'11"E | 20.00 |
| L6 | S00°42'19"E | 13.98 | L30 | S89°25'11"W | 15.00 |
| L7 | N81°47'49"W | 90.25 | L31 | S89°25'11"W | 20.00 |
| L8 | S57°23'20"W | 12.76 | L32 | N89°25'11"E | 38.51 |
| L9 | S57°23'20"W | 89.43 | L33 | N78°42'02"W | 65.94 |
| L10 | N42°03'48"E | 9.33 | L34 | S78°42'02"E | 60.98 |
| L11 | S70°27'20"E | 69.54 | L35 | S78°42'02"E | 62.09 |
| L12 | S80°40'22"E | 30.55 | L36 | S78°42'02"E | 3.85 |
| L13 | S74°49'39"E | 25.31 | L37 | N78°42'02"W | 51.18 |
| L14 | N88°08'38"E | 8.81 | L38 | N78°42'02"W | 9.80 |
| L15 | S50°20'20"E | 21.94 | L39 | N78°42'02"W | 65.94 |
| L16 | S82°28'11"E | 53.89 | L40 | S18°19'17"E | 8.25 |
| L17 | N70°53'41"E | 39.40 | L41 | N89°17'41"E | 20.95 |
| L18 | S74°18'54"E | 43.13 | L42 | N43°37'53"E | 28.97 |
| L19 | N72°57'18"E | 80.21 | L43 | S47°02'31"E | 28.97 |
| L20 | N10°20'13"W | 54.06 | L44 | N89°17'41"E | 22.77 |
| L21 | N68°08'18"E | 36.89 | | | |
| L22 | N05°08'02"E | 52.31 | | | |
| L23 | N33°50'36"E | 15.31 | | | |
| L24 | N67°18'22"E | 49.34 | | | |

### LINE TABLE TRACT "G"/LOT 19

| LINE | BEARING | DISTANCE |
|---|---|---|
| L81 | S58°12'28"W | 7.74 |
| L82 | N43°20'41"W | 5.46 |
| L83 | S36°46'19"W | 48.05 |
| L84 | S67°15'22"W | 50.23 |
| L85 | S33°55'56"W | 26.63 |
| L86 | S05°08'02"W | 45.18 |
| L87 | S68°08'18"W | 35.07 |
| L88 | S23°50'38"W | 10.28 |
| L89 | S10°20'13"E | 45.28 |
| L90 | S72°57'18"W | 22.50 |

### LINE TABLE TRACT "G"/LOT 20

| LINE | BEARING | DISTANCE |
|---|---|---|
| L91 | S72°57'18"W | 34.05 |
| L92 | N74°18'54"W | 43.52 |
| L93 | S70°53'41"W | 40.94 |
| L94 | N82°28'11"W | 13.80 |

### LINE TABLE TRACT "G"/LOT 21

| LINE | BEARING | DISTANCE |
|---|---|---|
| L95 | N82°28'11"W | 29.79 |
| L96 | N50°20'29"W | 23.76 |
| L97 | S68°08'38"W | 13.30 |
| L98 | N74°49'39"W | 23.34 |
| L99 | N80°40'22"W | 29.79 |
| L100 | N70°27'20"W | 13.17 |

### CURVE TABLE

| CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD |
|---|---|---|---|---|
| C1 | 50.63' | 100.00' | N76°17'00"W | 50.09' |
| C2 | 13.29' | 100.00' | N 57°53'56" W | 13.28' |
| C3 | 30.77' | 25.00' | N 89°20'[illegible]" E | 28.87' |
| C4 | 73.11' | 125.00' | S 72°08'50" W | 72.08' |
| C5 | 0.85' | 125.00' | S 89°05'57" W | 0.85' |
| C6 | 47.94' | 75.00' | N 32°23'34" W | 47.13' |
| C7 | 31.96' | 80.00' | N 72°23'34" W | 31.42' |
| C8 | 30.77' | 25.00' | N 18°48'37" W | 28.87' |
| C9 | 39.84' | 125.00' | S 07°17'38" W | 39.77' |
| C10 | 93.18' | 100.00' | S 62°36'26" W | 89.82' |
| C11 | 65.94' | 100.00' | S 17°01'46" W | 64.75' |
| C12 | 119.32' | 75.00' | S 43°43'01" W | 107.13' |
| C13 | 103.18' | 125.00' | S 29°30'29" E | 100.28' |
| C14 | 60.19' | 125.00' | N 76°54'36" W | 59.61' |
| C15 | 39.40' | 125.00' | N 54°05'04" W | 39.24' |
| C16 | 40.17' | 125.00' | N 35°50'30" W | 40.00' |
| C17 | 72.14' | 125.00' | N 10°08'24" W | 71.14' |
| C18 | 127.15' | 75.00' | N 42°08'21" W | 112.46' |
| C19 | 49.54' | 125.00' | N 17°46'52" E | 49.22' |
| C20 | 39.07' | 125.00' | N 38°03'24" E | 38.91' |
| C21 | 77.92' | 125.00' | N 64°54'09" E | 76.68' |
| C22 | 14.26' | 125.00' | N 88°01'39" E | 14.25' |
| C23 | 108.47' | 75.00' | N 47°31'39" E | 99.26' |
| C24 | 39.27' | 25.00' | S 44°17'41" W | 35.36' |
| C25 | 54.39' | 75.00' | S 69°55'49" E | 53.20' |
| C26 | 21.14' | 25.00' | N 24°55'49" W | 20.52' |
| C27 | 1.83' | 25.00' | N 48°36'52" W | 1.83' |
| C28 | 18.21' | 25.00' | N 22°41'22" W | 17.76' |
| C29 | 72.47' | 150.00' | S 14°32'45" E | 71.77' |
| C30 | 167.16' | 150.00' | N 03°32'17" E | 158.84' |
| C31 | 13.46' | 200.00' | N 35°32'04" E | 13.46' |
| C32 | 97.71' | 150.00' | S 18°48'03" W | 95.99' |
| C33 | 5.36' | 200.00' | S 01°05'34" E | 5.36' |
| C34 | 38.71' | 25.00' | S 46°13'14" E | 34.96' |
| C35 | 39.27' | 25.00' | S 44°25'11" W | 35.36' |
| C36 | 35.06' | 200.00' | S 04°50'26" W | 35.01' |
| C37 | 39.83' | 25.00' | N 43°48'46" E | 35.73' |
| C38 | 38.71' | 25.00' | S 46°13'14" E | 34.96' |
| C39 | 25.92' | 125.00' | N 84°38'25" W | 25.87' |
| C40 | 31.48' | 175.00' | S 83°51'15" E | 31.44' |
| C41 | 13.91' | 25.00' | N 70°46'39" W | 13.64' |
| C42 | 206.83' | 55.00' | N 11°31'57" W | 72.19' |
| C43 | 31.34' | 25.00' | N 65°23'26" E | 29.32' |
| C44 | 36.28' | 175.00' | N 84°38'25" W | 36.22' |
| C45 | 53.17' | 55.00' | S 80°14'26" E | 51.12' |
| C46 | 42.02' | 25.00' | N 47°34'15" E | 45.81' |
| C47 | 35.62' | 55.00' | N 04°31'26" E | 35.00' |
| C48 | 35.62' | 55.00' | N 32°34'35" W | 35.00' |
| C49 | 35.62' | 55.00' | N 69°41'17" W | 35.00' |
| C50 | 59.78' | 55.00' | S 80°37'17" W | 56.66' |
| C51 | 31.10' | 150.00' | N 84°38'25" W | 31.05' |
| C52 | 77.55' | 150.00' | N 88°29'21" E | 76.69' |
| C53 | 124.92' | 200.00' | S 17°34'08" W | 122.90' |


PREPARED BY
McMILLEN LAND SURVEYING, INC.
495 S. Nova Road, Suite 102
Ormond Beach, Florida, 32174
Phone: (386)677-2411 Fax: (386)677-2325
Certificate of Authorization No. LB 7301
www.mcmillen-surveying.com

## EASEMENTS

Other than Platted Easements

Utility Easements and/or Access Easements

| Grantor | Date | Book/Page |
|---|---|---|
| Plantation Bay Community Assoc., Inc. | 02/01/2007 | 1547/0557 |
| Intervest at Plantation Bay Partnership | 03/15/2002 | 4865/0947 |
| Interhoba of Florida, Inc. | 06/06/1996 | 0561/0358 |
| Plantation Bay Community Assoc., Inc. | 05/22/1996 | 0560/1181 |
| Intervest at Plantation Bay Partnership | 03/30/2006 | 1423/0972 |
| Flagler County, Florida | 04.20/2006 | 1423/0962 |

Vacation, Reallocation and Declaration of Easements

| Declarer | Date | Book/Page |
|---|---|---|
| Intervest at Plantation Bay | 11/19/1993 | 0501/0148 |
| Intervest at Plantation Bay | 11/05/1992 | 0476/1653 |
| Intervest at Plantation Bay | 03/25/1992 | 0468/1104 |
| Ecocen Corp. | 08/16/1991 | 0453/0638 |

Inst No: 2007011359; 03/01/07 11:03AM; Book: 1547 Page: 557; Total Pgs: 1
Doc Stamp-Deed $0.70 GAIL WADSWORTH, FLAGLER Co.

This instrument Prepared By:
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

## UTILITY EASEMENT DEED

**KNOW ALL MEN BY THESE PRESENTS:** That **PLANTATION BAY COMMUNITY ASSOCIATION, INC.,** a Florida Corporation, ("the Grantor"), in consideration of Ten ($10.00) dollars and other valuable consideration receipt whereof is hereby acknowledged, does hereby grant unto **PLANTATION BAY UTILITY CO.,** a Florida Corporation ("the Grantee"), and its successors and assigns, a permanent, exclusive utility easement for the purpose of installation, drilling, maintenance location and relocation of wells, pipelines, mains, pumping stations, electric wiring of other matters reasonably related to the extraction and transmission of water, including the right of extraction of water within the Plantation Bay PUD as described as "Tract RW-8A" on the plat recorded in OR Book 35, Pages 59 through 60 of the Public Records of Flagler County, Florida and also described as "Tract B" on the plat recorded in OR Book 52, Pages 126 through 127 of the public records of Volusia County, Florida, attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the same unto the Grantee and its successors and assigns, together with the right to enter upon the easement area for installation and maintenance purposes, specifically reserving for Grantor and its successors the right to use the above described easement area for any and all uses which are allowed by law and are consistent with Grantee's use of the easement area for installation and maintenance of sewer and sewer utilities located on the easement area.

**IN WITNESS WHEREOF,** the Grantor has hereunto set its hand and seal this 1 day of February, 2007.

WITNESSES:

Gregory P. Brosse
Gregory P. Brosse
Print or Type Name

Richard D. Smith
Richard D. Smith
Print or Type Name

**PLANTATION BAY COMMUNITY ASSOCIATION, Inc.,** a Florida Corporation

By: President
John Gamin, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1ST day of FEBRUARY, 2007, by JOHN GAMIN, as PRESIDENT, **PLANTATION BAY COMMUNITY ASSOCIATION, Inc.,** a Florida corporation. He/She is personally known to me or has produced KNOWN TO ME as identification.

NOTARY PUBLIC:

Sign: Audrey M. Bufalini

Print: AUDREY M. BUFALINI
State of Florida At Large

(Seal)

My Commission Expires:

Audrey M. Bufalini
Commission # DD305634
Expires: March 31, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

UNOFFICIAL DOCUMENT

05/16/2002 16:00
Doc stamps 175.00
(Transfer Amt $ 25000)
Instrument # 2002-107791
Book: 4865
Page: 947

This instrument Prepared By:
Intervest Construction, Inc.
2359 Beville Road
Daytona Beach, FL 32119

# UTILITY EASEMENT DEED

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERVEST AT PLANTATION BAY PARTNERSHIP,** a Florida general partnership, ("the Grantor"), in consideration of Twenty Five Thousand ($25,000.00) dollars and other valuable consideration receipt whereof is hereby acknowledged, does hereby grant unto **PLANTATION BAY UTILITY CO.,** a Florida corporation ("the Grantee"), and its successors and assigns, a permanent, exclusive utility easement for the purpose of installation, drilling, maintenance location and relocation of wells, pipelines, mains, pumping stations, electric wiring of other matters reasonably related to the extraction and transmission of water, including the right of extraction of water within the Plantation Bay PUD as described in Exhibit "A", attached hereto and made a part hereof.

This easement is an addition to the easement recorded in OR Book 561, Pages 358 through 362 of the Public Records of Flagler County, Florida.

**TO HAVE AND TO HOLD** the same unto the Grantee and its successors and assigns, together with the right to enter upon the easement area for installation and maintenance purposes, specifically reserving for Grantor and its successors the right to use the above described easement area for any and all uses which are allowed by law and are consistent with Grantee's use of the easement area for installation and maintenance of sewer and sewer utilities located on the easement area.

**IN WITNESS WHEREOF,** the Grantor has hereunto set its hand and seal this 15th day of March, 2002.

WITNESSES:

Charlene B. Irland
Print or Type Name

Joanne Schmieder
Joanne Schmieder
Print or Type Name

**INTERVEST AT PLANTATION BAY PARTNERSHIP**
a Florida General Partnership
By: PlanMor, Inc.
Its Managing General Partner

By: _____
Morteza Hosseini-Kargar, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of March, 2002, by Kori Hosseini, as Pres. Planmor, Inc. Managing Gen. Partner of INTERVEST AT PLANTATION BAY PARTNERSHIP, a Florida general partnership. He/She is personally known to me or has produced _____ as identification.

JAMES A. HAGAN
MY COMMISSION # CC 926479
EXPIRES: April 10, 2004
Bonded Thru Notary Public Underwriters

(Seal)

NOTARY PUBLIC:
Sign: _____
Print: _____
State of Florida At Large

My Commission Expires:

Book: 4865
Page: 948

# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION # 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com
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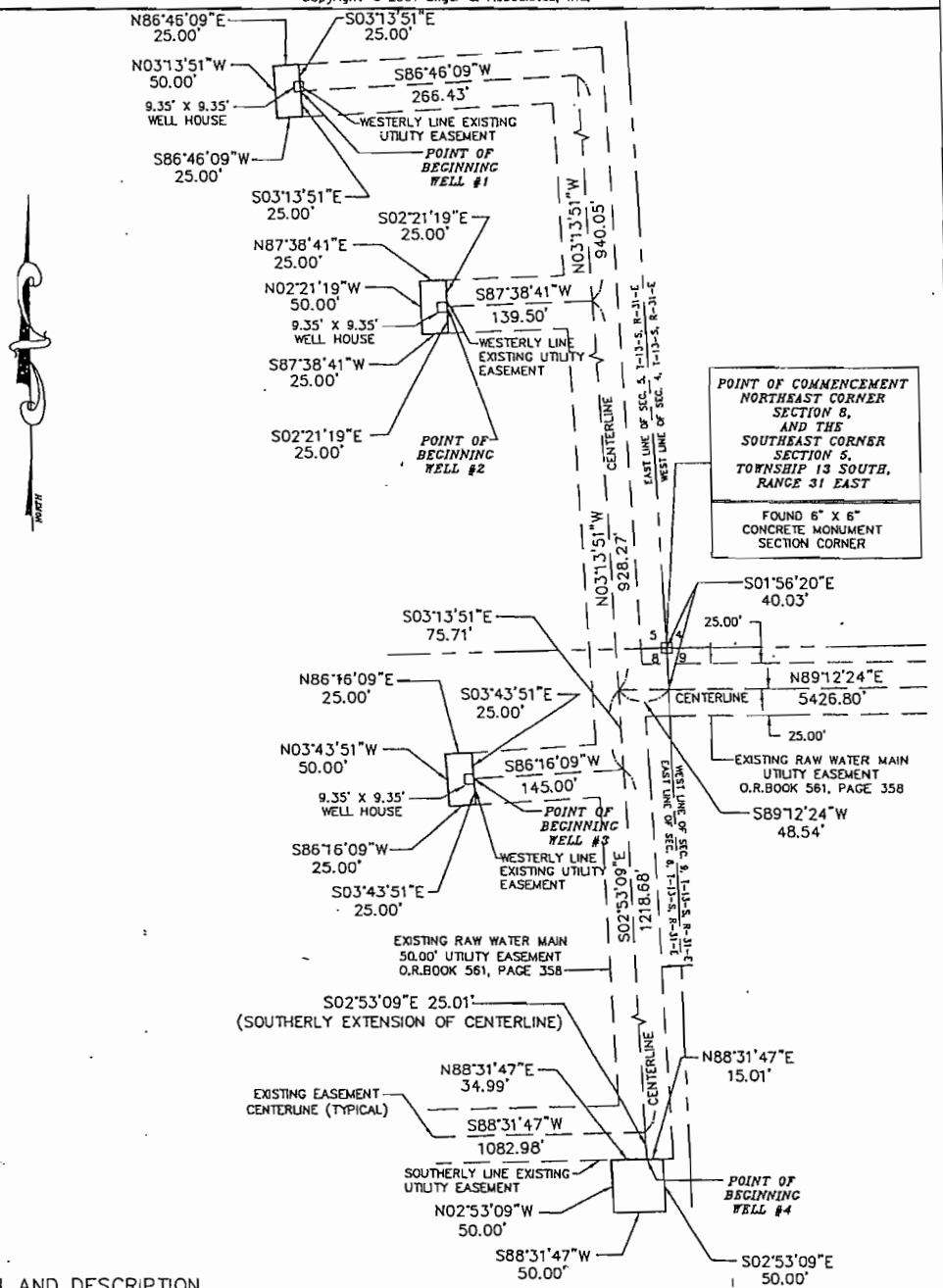


SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: INTERVEST CONSTRUCTION,, INC.

PLANTATION BAY WELL SITES IN
FLAGLER COUNTY, FLORIDA.
SEE 2 OF 3 FOR DESCRIPTIONS OF
WELL SITES #1 THRU #4

| ABBREVIATIONS | |
|---|---|
| ID | IDENTIFICATION |
| A/C | AIR CONDITIONER |
| R/W | RIGHT OF WAY |
| ℄ | CENTERLINE |
| Δ | CENTRAL ANGLE |
| R | RADIUS |
| L | ARC LENGTH |
| CB | CHORD BEARING |
| FP&L CO. | FLORIDA POWER & LIGHT COMPANY |
| N.G.V.D. | NATIONAL GEODETIC VERTICAL DATUM |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

SHEET 1 OF 3

| LEGEND | |
|---|---|
| ● | IRON ROD WITH CAP |
| ○ | IRON PIPE |
| □ | CONCRETE MONUMENT |
| ■ | PERMANENT REFERENCE MONUMENT |
| △ | PERMANENT CONTROL POINT |
| (R) | RADIAL LINE |
| (NR) | NON-RADIAL LINE |
| ⬭ | EXISTING ELEVATION |
| ▭ | PROPOSED ELEVATION |

SCALE: 1"=100' FIELD BOOK : 995 PAGE: 56

# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(904) 761-5385
www.sligerassociates.com

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DESCRIPTION: "WELL SITE #1"

A PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 03°13'51" WEST, 1868.32 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 86°46'09" WEST, 266.43 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 03°13'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET; THENCE SOUTH 86°46'09" WEST, 25.00 FEET; THENCE NORTH 03°13'51" WEST, 50.00 FEET; THENCE NORTH 86°46'09" EAST, 25.00 FEET TO SAID WESTERLY LINE; THENCE SOUTH 03°13'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

DESCRIPTION: "WELL SITE #2"

A PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 03°13'51" WEST, 928.27 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 87°38'41" WEST, 139.50 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 02°21'19" EAST ALONG SAID WESTERLY LINE, 25.00 FEET; THENCE SOUTH 87°38'41" WEST, 25.00 FEET; THENCE NORTH 02°21'19" WEST, 50.00 FEET; THENCE NORTH 87°38'41" EAST, 25.00 FEET TO SAID WESTERLY LINE; THENCE SOUTH 02°21'19" EAST ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

DESCRIPTION: "WELL SITE #3"

A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 03°13'51" EAST, 75.71 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 86°16'09" WEST, 145.00 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 03°43'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET; THENCE SOUTH 86°16'09" WEST, 25.00 FEET; THENCE NORTH 03°43'51" WEST, 50.00 FEET; THENCE NORTH 86°16'09" EAST, 25.00 FEET TO SAID WESTERLY LINE; THENCE SOUTH 03°43'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

DESCRIPTION: "WELL SITE #4"

A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 03°13'51" EAST, 75.71 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 02°53'09" EAST, 1218.68 FEET TO A POINT ON SAID CENTERLINE; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID CENTERLINE, SOUTH 02°53'09" EAST, 25.01 FEET TO THE SOUTHERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88°31'47" EAST ALONG SAID SOUTHERLY LINE, 15.01 FEET; THENCE SOUTH 02°53'09" EAST, 50.00 FEET; THENCE SOUTH 88°31'47" WEST, 50.00 FEET; THENCE NORTH 02°53'09" WEST, 50.00 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE NORTH 88°31' 47" EAST, 34.99 FEET TO THE POINT OF BEGINNING. CONTAINING 2500 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(904) 761-5385
www.sligerassociates.com

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Book: 4865
Page: 950
Diane M. Matousek
Volusia County, Clerk of Court

## SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.THIS SURVEY/ SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD DESCRIPTION (O.R. BOOK 561, PAGE 358) WITH THE BEARING ON THE CENTERLINE IN SECTION 5, T-13-S, R-31-E BEING N 03°13'51"W.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER U.S.C. & G.S. BENCH MARK _____ _____ HAVING A PUBLISHED ELEVATION OF _____ FEET.
6. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE _____ THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL _____ MAP REVISED _____ APPROXIMATE SCALE 1"= _____
7. FLOOD ZONE CERTIFICATION ADDED TO SURVEY: _____
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. DESCRIPTIONS PREPARED BY SLIGER AND ASSOCIATES, INC.

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

REFERENCE: SLIGER AND ASSOCIATES JOB #01-1291.

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

| TYPE OF SURVEY | CERTIFIED TO | SURVEY DATE | JOB NUMBER |
|---|---|---|---|
| SKETCH OF DESCRIPTION | INTERVEST CONSTRUCTION, INC. | 07/19/2001 | 01-1542 |
| | NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS | | |
| | OTHER THAN THOSE LISTED ABOVE. | | |

SHEET 3 OF 3

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR : INTERVEST CONSTRUCTION, INC.

| | DATE | JOB NO. | P.C. | DRW. | CHECKED BY |
|---|---|---|---|---|---|
| SKETCH OF DESCRIPTION | 07/19/2001 | 01-1542 | K.U. | D.H. | J.Z. |
| BOUNDARY SURVEY | | | | | |
| TOPOGRAPHIC SURVEY | | | | | |
| FOUNDATION LOCATED | | | | | |
| FINAL IMPROVEMENTS | | | | | |
| RECERTIFICATION | | | | | |
| PROPOSED HOUSE LOCATION | | | | | |

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GUS A. SLIGER, P.L.S. NO. 3254
STEPHEN B. SLIGER, P.L.S. NO. 3794
J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722

Return to: (enclose self-addressed stamped envelope)
Name: Black, Crotty & Sims
Address: PO Drawer 265669
Daytona Beach, FL 32126-5669

This instrument Prepared by:
Random R. Burnett, Esquire
Address:
501 North Grandview Avenue
Daytona Beach, Florida 32118
Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #(s):

WARRANTY DEED
FROM CORPORATION

RAMCO FORM 33

OFF REC 0561 PAGE 0358

Inst No:96011744 Date:07/23/1996
Doc Stamp-Deed : 0.70
SYD CROSBY, FLAGLER County
By: M Stevens D.C. Time:09:58:5

Copyright Paper & Printing Co., Inc. 1987

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

**This Warranty Deed** *Made and executed the* 6th *day of* June *A.D. 19*96 *by* INTERHOBA OF FLORIDA, INC., a Florida corporation, *a corporation existing under the laws of* Florida, *and having its principal place of business at* 100 Plantation Bay Drive, Ormond Beach, Florida 32174 *hereinafter called the grantor, to* PLANTATION BAY UTILITY CO., a Florida corporation, *whose post office address is* 100 Plantation Bay Dr. Ormond Beach, Florida 32174 *hereinafter called the grantee:*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth:** *That the said grantor, for and in consideration of the sum of* $10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in* Flagler *County, State of* Florida, *viz:*

An exclusive easement over, across and under the real property described on the exhibits attached hereto and made a part hereof, for the purpose of installation, drilling, maintenance, location and relocation of wells and pipelines, mains, pumping stations or other matters reasonably related to the extraction and transmission of water, including the right of extraction of water.

**Together,** *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

**To Have and to Hold,** *the same in fee simple forever.*

**And** *the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.*

(CORPORATE SEAL)

**In Witness Whereof** *the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

*ATTEST:* _____ Secretary

Interhoba of Florida, Inc., a Florida corporation

*Signed, sealed and delivered in the presence of:*

Witness Signature _____
Jocelyne JURGAN
Printed Name

By: M Alvarez
President (Signature)

Manuel Alvarez
Printed Name

X _____
Witness Signature
Werner SCHAERER
Printed Name

STATE OF Confederation of Switzerland
COUNTY OF Canton of Geneva

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Manuel Alvarez known to me to be the _____ President and n/a respectively of Interhoba of Florida, Inc., a Florida corporation, the corporation in whose name the foregoing instrument was executed, and that _____ severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form___ of identification of the above-named person____: _____ and that an oath (was)(was not) taken.

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D. 19 96.

Deputy U.S. Consul
Printed Notary Signature

UNOFFICIAL DOCUMENT

RANCO FORM 33

# Warranty Deed

FROM CORPORATION

To

Legalization number 4'024

I Pierre-André VISINAND, notary public for the district of Nyon (Switzerland), attest the authenticity of the other side signature of Mr Manuel ALVAREZ, residing in Perly.

I do not assume any responsibility as to the validity or the content of this document.

Nyon, this seventh day of June nineteenhundred and ninety-six.

UNOFFICIAL DOCUMENT

PLANTATION WAY
WELLFIELD RAW WATERLINE
UTILITY EASEMENT

A PORTION OF SECTIONS 5, 8 AND 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 9, RUN SOUTH 02 DEGREES 08 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FOOT UTILITY EASEMENT, BEING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE DEPARTING SAID LINE, RUN NORTH 89 DEGREES 12 MINUTES 24 SECONDS EAST A DISTANCE OF 87.24 FEET; THENCE NORTH 01 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 1024.46 FEET; THENCE SOUTH 01 DEGREES 46 MINUTES 36 SECONDS EAST A DISTANCE OF 1026.46 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 24 SECONDS WEST A DISTANCE OF 5426.80 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 31 SECONDS WEST A DISTANCE OF 928.27 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 41 SECONDS WEST A DISTANCE OF 139.50 FEET; THENCE NORTH 02 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 139.50 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 31 SECONDS WEST A DISTANCE OF 940.03 FEET; THENCE SOUTH 86 DEGREES 46 MINUTES 09 SECONDS WEST A DISTANCE OF 244.43 FEET; THENCE NORTH 86 DEGREES 46 MINUTES 09 SECONDS EAST A DISTANCE OF 244.43 FEET; THENCE SOUTH 03 DEGREES 13 MINUTES 31 SECONDS EAST A DISTANCE OF 1944.03 FEET; THENCE SOUTH 86 DEGREES 16 MINUTES 09 SECONDS WEST A DISTANCE OF 145.00 FEET; THENCE NORTH 86 DEGREES 16 MINUTES 09 SECONDS EAST A DISTANCE OF 145.00 FEET; THENCE SOUTH 02 DEGREES 33 MINUTES 09 SECONDS EAST A DISTANCE OF 1210.68 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 47 SECONDS WEST A DISTANCE OF 1082.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO LENGTHEN OR SHORTEN SO AS NOT TO CREATE GAPS OR OVERLAPS IN THIS EASEMENT.

PLANTATION BAY PHASE I-A
ACCESS & UTILITY EASEMENT

A PORTION OF TRACT SC-3 AND TRACT OS-3, PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 29, PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID TRACT SC-3, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT SC-3 A DISTANCE OF 310.39 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FOOT UTILITY EASEMENT, BEING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 81 DEGREES 42 MINUTES 20 SECONDS EAST A DISTANCE OF 252.72 FEET; THENCE SOUTH 85 DEGREES 39 MINUTES 24 SECONDS EAST A DISTANCE OF 119.24 FEET; THENCE SOUTH 34 DEGREES 02 MINUTES 15 SECONDS EAST A DISTANCE OF 116.02 FEET TO THE REAR CORNER OF LOTS 23 AND 24, UNIT I, SAID PLANTATION BAY, PHASE I-A, AND THE TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO LENGTHEN OR SHORTEN SO AS NOT TO CREATE GAPS OR OVERLAPS IN THIS EASEMENT.

PLANTATION BAY
UTILITY SITE WATERLINE TO PHASE I-A
UTILITY EASEMENT

A PORTION OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 3, RUN SOUTH 02 DEGREES 08 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST A DISTANCE OF 40.01 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 89 DEGREES 12 MINUTES 24 SECONDS EAST A DISTANCE OF 82.24 FEET; THENCE NORTH 01 DEGREES 46 MINUTES 36 SECONDS WEST A DISTANCE OF 551.94 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FOOT UTILITY EASEMENT, BEING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 81 DEGREES 42 MINUTES 20 SECONDS EAST A DISTANCE OF 1343.30 FEET TO THE WESTERLY BOUNDARY OF PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 29, PAGES 40-48, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO LENGTHEN OR SHORTEN SO AS NOT TO CREATE GAPS OR OVERLAPS IN THIS EASEMENT.

NON-OFFICIAL DOCUMENT

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Pays: SUISSE

Le présent acte public

2. a été signé par Pierre Andre Visinand

3. agissant en qualité de notaire

4. est revêtu du sceau/timbre de P. Andre Visinand notaire

Attesté

5. à Lausanne 6. le 10 juin 1996

7. par la Chancellerie d'Etat du Canton de Vaud

8. sous No. 3409

9. Sceau/timbre:

10. Signature:
pr le chancelier d'Etat

P. Marengo

P. Marengo

Emolument: fr 25.-

CHANCELLERIE DU CONSEIL D'ETAT

UNOFFICIAL DOCUMENT

DEGREES 46 MINUTES 36
HENCE SOUTH 01 DEGREES
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DEGREES 30 MINUTES 41
HENCE NORTH 07 DEGREES
139.50 FEET; THENCE
A DISTANCE OF 940.03
1 09 SECONDS WEST A
DEGREES 46 MINUTES 09
HENCE SOUTH 03 DEGREES
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A DISTANCE OF 145.00
1 09 SECONDS EAST A
DEGREES 33 MINUTES 09
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PAGES 40-48, OF THE
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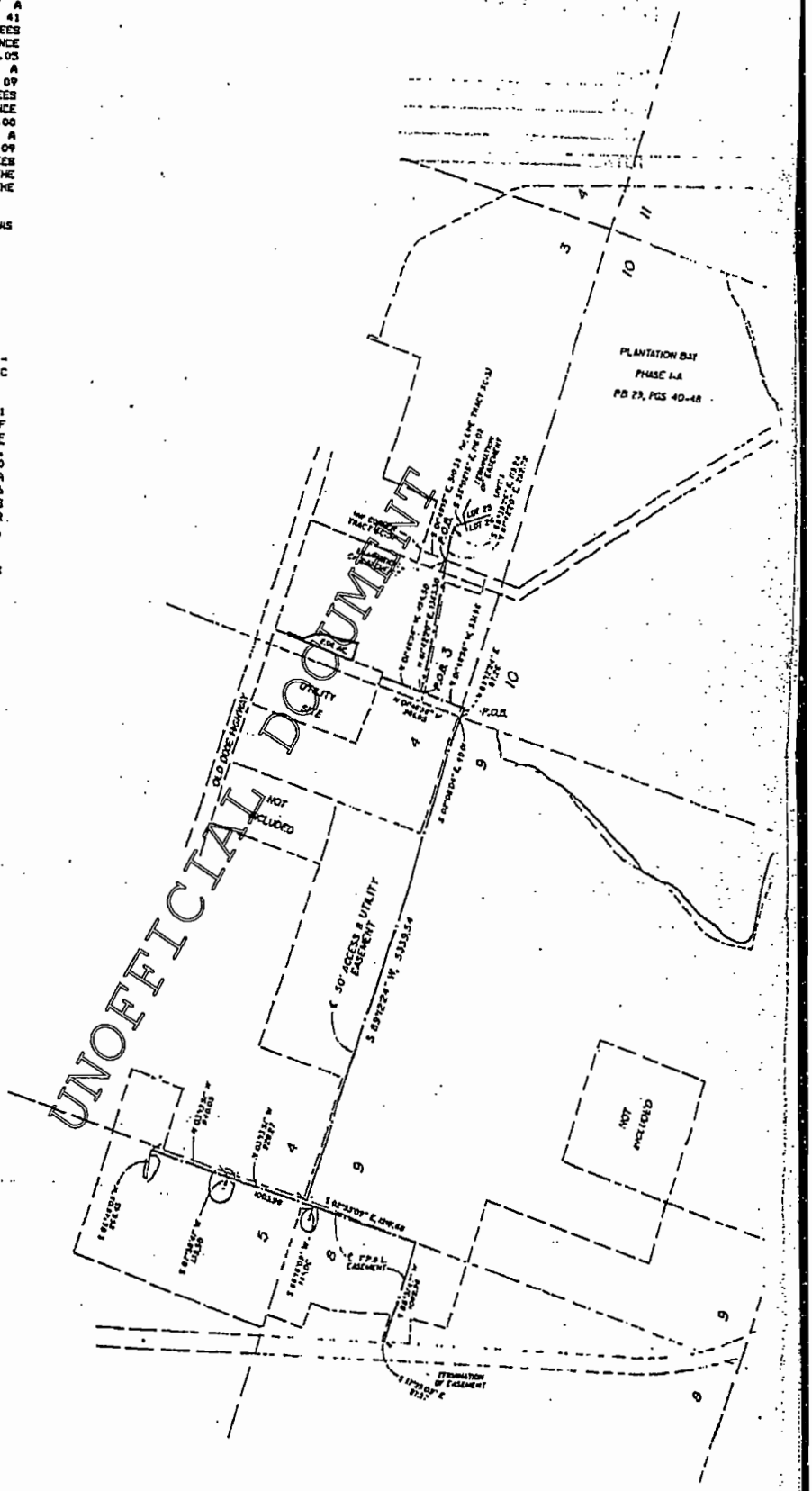



UNOFFICIAL DOCUMENT

Inst No:96011231 Date:07/12/1996
Doc Stamp-Deed : 0.70
SYD CROSBY FLAGLER County
By: D.C. Time:14:26:2

This Instrument Prepared By:
Leonard Marinaccio III, Esq.
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Return to:
Plantation Bay Utility Co.
1150 Pelican Bay Drive
Daytona Beach, FL 32119
Attn: TTH

## UTILITY EASEMENT DEED

OFF REC 0560 PAGE 1181

KNOW ALL MEN BY THESE PRESENTS: That PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida corporation ("the Grantor"), in consideration of one dollar ($1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto PLANTATION BAY UTILITY CO. ("the Grantee"), and its successors, assigns and designees, a permanent, non-exclusive utility, access and maintenance easement for the purpose of installing and maintaining utilities over, under and upon all utility easements, common areas and rights of way within PLANTATION BAY, SECTION IC-F, UNIT 1 subdivision as shown on the plat thereof recorded in Map Book 30, Pages 20-21, of the Public Records of Flagler County, Florida.

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, together with the right to enter upon the Easement Area to install and maintain utilities, specifically reserving for Grantor and its successors the right to use the Easement Area for any and all uses which are allowed by law and are consistent with Grantee's use of the Easement Area for installation and maintenance of utilities.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 22 day of MAY, 1996.

WITNESSES:

PLANTATION BAY COMMUNITY ASSOCIATION, INC.

Tonia M. Pollitz
TONIA M. POLLITZ
Print or Type Name

By:
Its: PRESIDENT

Nancy D. Hapiuk
NANCY D. HAPIUK
Print or Type Name

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of May, 1996, by Douglas R Ross, Jr., as President of PLANTATION BAY COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: Nancy D. Hapiuk
Print: NANCY D. HAPIUK
State of Florida At Large
(Seal)
My Commission Expires:
Title/Rank: NANCY D HAPIUK
Commission Number: My Comm Exp. 10/31/99
Bonded By Service Ins
No. CC507270
[X] Personally Known [ ] Other I.D.

UNOFFICIAL DOCUMENT

Inst No: 2006020448; 04/20/06 02:56PM; Book: 1423 Page: 972; Total Pgs: 10
Doc Stamp-Deed $0.70 GAIL WADSWORTH, FLAGLER Co.

**Document Prepared by:**
**RECORD AND RETURN TO:**
Douglas R. Ross, Jr.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

Portion of Parcel No._____

*Space Reserved For Recording Data*

## PERMANENT UTILITIES EASEMENT

THIS INDENTURE made this 30th day of March, 2006, by and between **INTERVEST AT PLANTATION BAY PARTNERSHIP**, a Florida General Partnership, whose address is 2379 Beville Road, Daytona Beach, Florida 32119, referred to herein as "Grantor;" and **FLAGLER COUNTY**, a political subdivision of the State of Florida, located in Flagler County, Florida, 1200 E. Moody Blvd., #1, Bunnell, FL 32110, **PLANTATION BAY UTILITY CO.**, a Florida corporation, whose mailing address is 100 Plantation Bay Drive, Ormond Beach, FL 32174, and **WESTLAKE AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Not-for-Profit Corporation, whose address is 103A North Lake Drive, Ormond Beach, FL 32174, collectively referred to herein as "Grantee".

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells and conveys unto the Grantee, its successors and assigns, a permanent emergency access and utility easement ("Easement") along, over and across real property more particularly described and graphically depicted on the attached **Exhibits "A" – "D"**. The real property described and depicted on the attached Exhibit being the, "Easement Premises."

The Easement granted herein shall grant to Grantee the perpetual right to enter upon the Easement Premises to access the developed residential sections from Old Dixie Highway in an emergency situation for health, fire or safety reasons, and to construct, install, operate, maintain, repair, replace and remove underground utility systems, including but not specifically limited to, potable water and sanitary sewer lines, or pipes, and the right to transmit and convey utilities, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes within the Easement Premises, including the right of access, ingress and egress over the adjoining lands of the Grantor for the purpose granted herein.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon the Easement Premises and construct and maintain uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

UNOFFICIAL DOCUMENT

Grantor covenants to the Grantee that Grantor holds fee simple ownership of the Easement Premises; and, further agrees that Grantor shall not place or construct any buildings or structures of any type whatsoever on the Easement Premises, and the Grantee shall not be liable for their removal if they are so placed.

Grantee covenants and agrees that upon completion of any maintenance or repair required of the access road or the underground utility system, the Grantee shall restore the surface of the Easement Premises to the condition in which it existed immediately prior to such activities.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first above written.

GRANTOR:

*Signed, sealed and delivered in the presence of:*

Beth Miller

Print Name: **BETH MILLER**

Print Name: DUSTIN TIMM

*Witnesses as to Grantor*

**INTERVEST AT PLANTATION BAY PARTNERSHIP,** a Florida general partnership

**By: PLANMOR, INC.,** a Florida corporation and its Managing General Partner

**Charlene B. Irland, Vice President**

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and acknowledged before me this 30th day of March, 2006, by Charlene B. Irland, who hereby acknowledges that he has full power and authority to convey interests in the above-described real property as the fee simple record title holders, the Grantor named in the foregoing Easement, and who is personally known to me.

Beth Miller

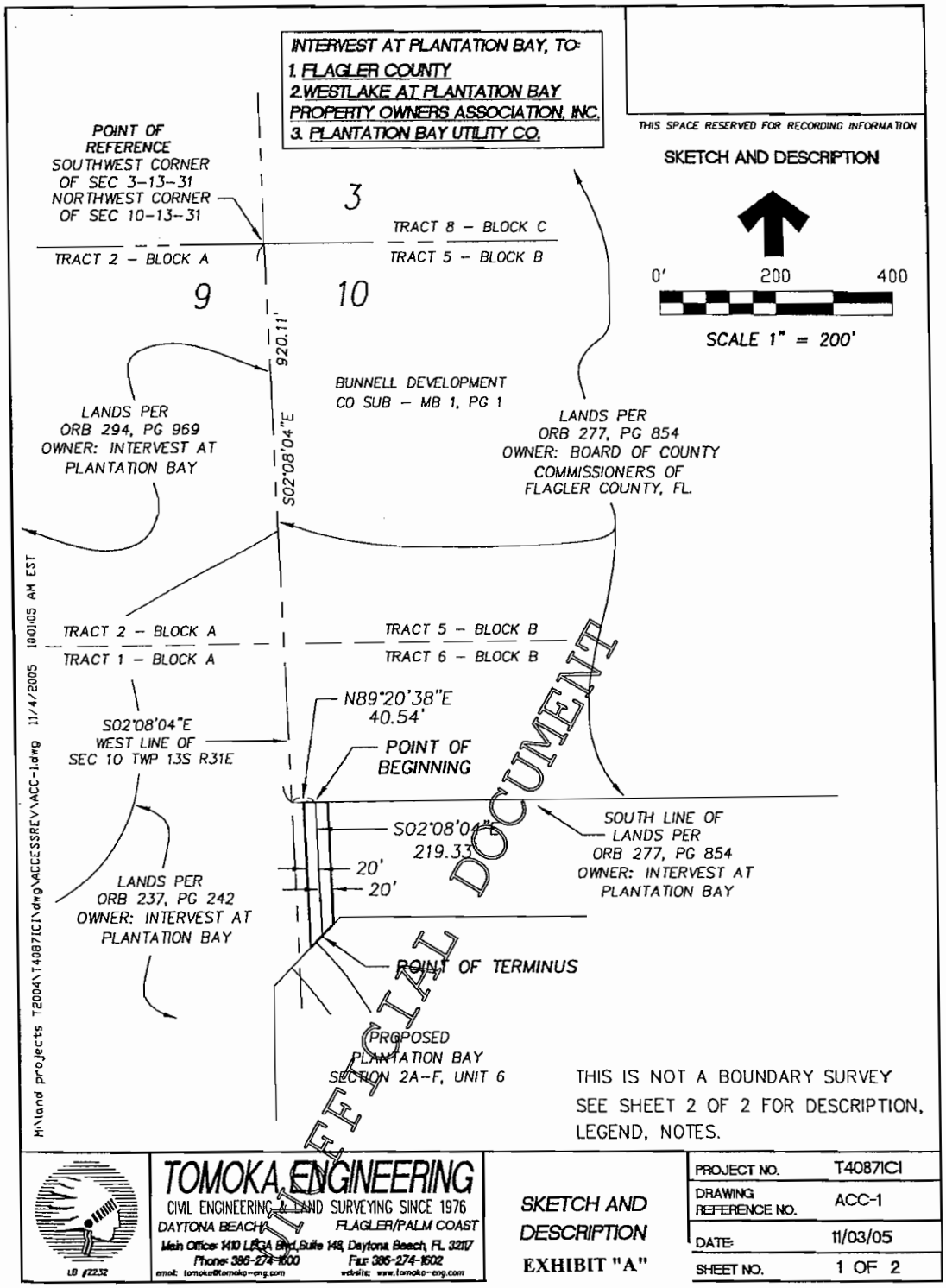
Notary Public, State of Florida at Large
*Printed or typed name of Notary, Commission and Expiration Date:*

BETH MILLER
Notary Public - State of Florida
My Commission Expires Jan 9, 2009
Commission # DD 353710

UNOFFICIAL DOCUMENT



V: Documents Servur\PROJECTS PB Projects PB Westlake 2 & 5 & 6\Legal Docs - Bonds - Easements - NOC\Permanent Utilities Easement IPB to WLHOA P




PRELIMINARY DOCUMENT

# SKETCH AND DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION

M:\land projects T2004\T4087IC1\dwg\ACCESSREV\ACC-1.dwg 11/3/2005 11:43:06 AM EST

LEGAL DESCRIPTION

A 40-FOOT WIDE STRIP OF LAND BEING A PART OF TRACT 6, BLOCK B, OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING A PART OF LANDS PER OFFICIAL RECORDS BOOK 237, PAGE 242, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LOCATED IN GOVERNMENT SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING LOCATED 20.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (AS MEASURED PERPENDICULARLY FROM SAID CENTERLINE, SIDELINES BEING EXTENDED AND/OR FORESHORTENED TO INTERSECT PARCEL BOUNDARY LINES):

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST (NORTHWEST CORNER OF SAID GOVERNMENT SECTION 10); THENCE S02°08'04"E ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 10 FOR A DISTANCE OF 920.11 FEET TO THE SOUTH LINE OF LANDS PER OFFICIAL RECORDS BOOK 277, PAGE 854, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE N89°20'38"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 40.54 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTH LINE S02°08'04"E FOR A DISTANCE OF 219.33 FEET TO THE POINT OF TERMINUS OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.201 ACRES, MORE OR LESS.

UNOFFICIAL DOCUMENT

## SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WEST LINE OF SEC 10-13-31 (AS SHOWN) BEING S02°08'04"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

## ABBREVIATIONS

D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
TB=TANGENT BEARING
CB=CHORD BEARING
R/W=RIGHT OF WAY
℄ CENTER LINE
MB=MAP BOOK
ORB=OFFICIAL RECORD BOOK
S/SEC=SECTION
R/RNG=RANGE
T/TWP=TOWNSHIP

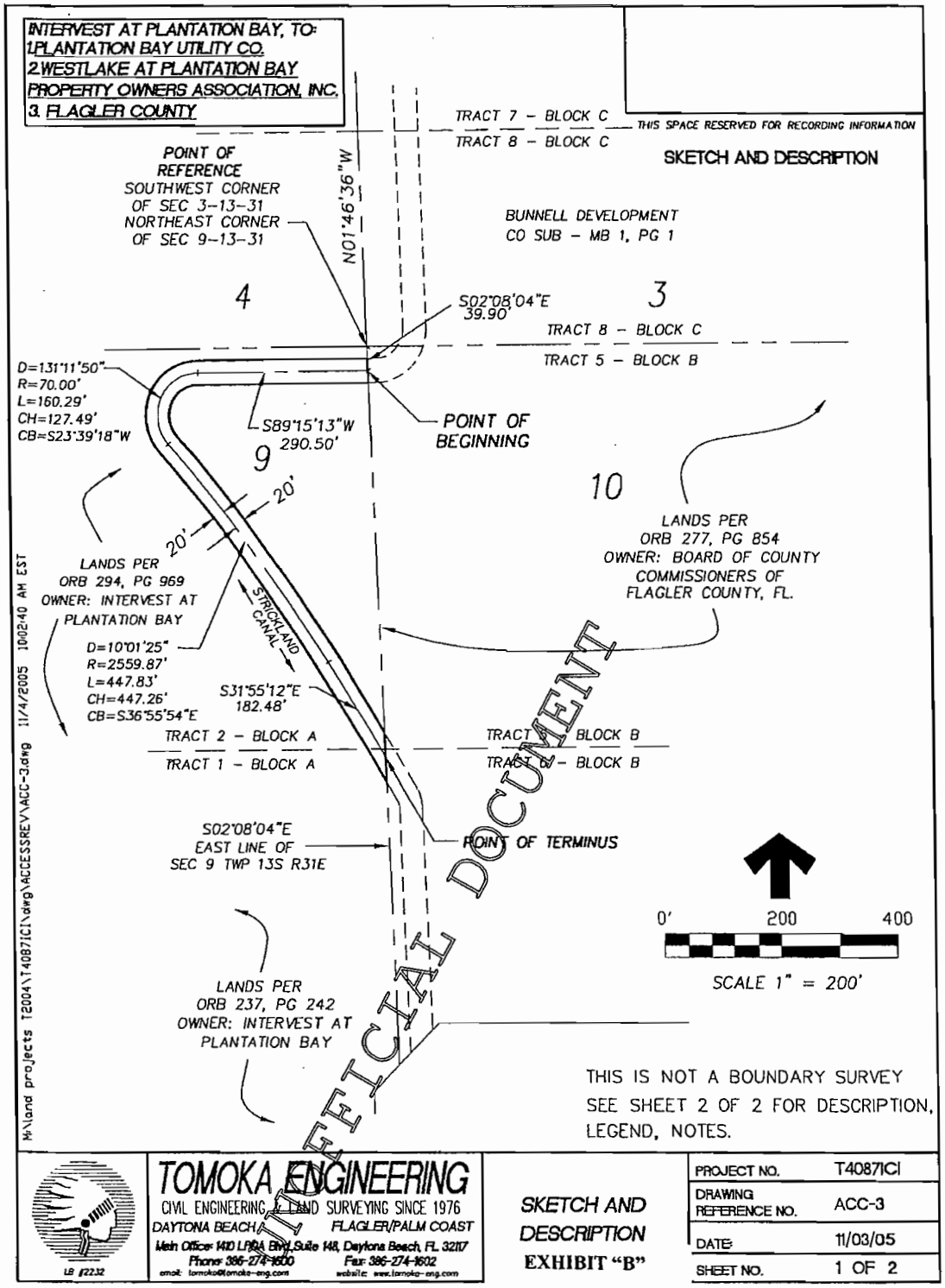
SEE SHEET 1 OF 2 FOR SKETCH.

THIS IS NOT A BOUNDARY SURVEY

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2232

SKETCH AND DESCRIPTION
EXHIBIT "A"

| | |
|---|---|
| PROJECT NO. | T4087IC1 |
| DRAWING REFERENCE NO. | ACC-1 |
| DATE: | 11/03/05 |
| SHEET NO. | 2 OF 2 |




TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH / FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2232

SKETCH AND DESCRIPTION
EXHIBIT "B"

| | |
|---|---|
| PROJECT NO. | T40871CI |
| DRAWING REFERENCE NO. | ACC-3 |
| DATE: | 11/03/05 |
| SHEET NO. | 1 OF 2 |

## SKETCH AND DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

A 40-FOOT WIDE STRIP OF LAND BEING A PART OF TRACTS 1 AND 2, BLOCK A, OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING A PART OF LANDS PER OFFICIAL RECORDS BOOK 294, PAGE 969, AND BOOK 237, PAGE 242, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LOCATED IN GOVERNMENT SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING LOCATED 20.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (AS MEASURED PERPENDICULARLY FROM SAID CENTERLINE, SIDELINES BEING EXTENDED AND/OR FORESHORTENED TO INTERSECT PARCEL BOUNDARY LINES):

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST (NORTHEAST CORNER OF SAID GOVERNMENT SECTION 9); THENCE S02°08'04"E ALONG THE EAST LINE OF SAID GOVERNMENT SECTION 9 FOR A DISTANCE OF 39.90 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST LINE S89°15'13"W FOR A DISTANCE OF 290.50 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 160.29 FEET, A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 131°11'50", A CHORD BEARING OF S23°39'18"W, AND A CHORD DISTANCE OF 127.49 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 447.83 FEET, A RADIUS OF 2559.87', A CENTRAL ANGLE OF 10°01'25", A CHORD BEARING OF S36°55'54"E, AND A CHORD DISTANCE OF 447.26 FEET TO A POINT OF TANGENCY; THENCE S31°55'12"E FOR A DISTANCE OF 182.48 FEET TO THE EAST LINE OF GOVERNMENT SECTION 9, BEING THE POINT OF TERMINUS OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.04 ACRES, MORE OR LESS.

N:\land projects T2004\T4087IC1\dwg\ACCESSREV\ACC-3.dwg 11/3/2005 11:54:06 AM EST

CERTIFIED DOCUMENT

### SURVEYOR'S NOTES

1. BEARINGS BASED ON THE WEST LINE OF SEC 3-13-31 (AS SHOWN) BEING N01°46'36"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

### ABBREVIATIONS

D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
TB=TANGENT BEARING
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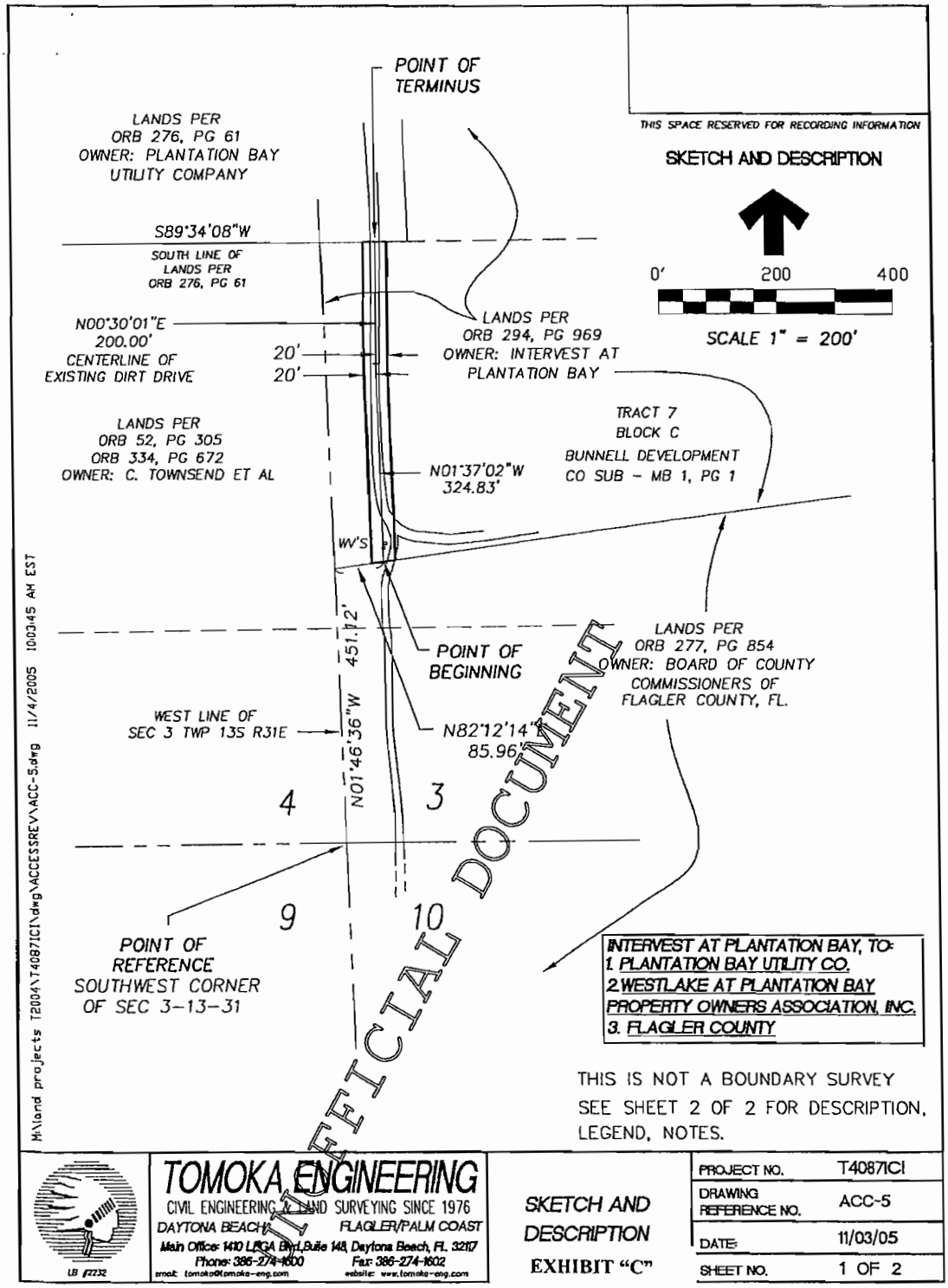
MB=MAP BOOK
ORB=OFFICIAL RECORD BOOK
S/SEC=SECTION
R/RNG=RANGE
T/TWP=TOWNSHIP

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2232

SKETCH AND DESCRIPTION
EXHIBIT "B"

| | |
|---|---|
| PROJECT NO. | T4087IC1 |
| DRAWING REFERENCE NO. | ACC-3 |
| DATE: | 11/03/05 |
| SHEET NO. | 2 OF 2 |




UNOFFICIAL DOCUMENT

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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LB #2232

SKETCH AND DESCRIPTION
EXHIBIT "C"

| | |
|---|---|
| PROJECT NO. | T40871CI |
| DRAWING REFERENCE NO. | ACC-5 |
| DATE: | 11/03/05 |
| SHEET NO. | 1 OF 2 |

## SKETCH AND DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

A 40-FOOT WIDE STRIP OF LAND BEING A PART OF TRACT 7, BLOCK C OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING A PART OF LANDS PER OFFICIAL RECORDS BOOK 294, PAGE 969, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LOCATED IN GOVERNMENT SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING LOCATED 20.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (AS MEASURED PERPENDICULARLY FROM SAID CENTERLINE, SIDELINES BEING EXTENDED AND/OR FORESHORTENED TO INTERSECT PARCEL BOUNDARY LINES):

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 3; THENCE N01°46'36"W ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 3 FOR A DISTANCE OF 451.12 FEET TO THE NORTH LINE OF LANDS PER OFFICIAL RECORDS BOOK 277, PAGE 854, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE N82°12'14"E ALONG SAID NORTH LINE FOR A DISTANCE OF 85.96 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTH LINE N01°37'02"W FOR A DISTANCE OF 324.83 FEET; THENCE N00°30'01"E FOR A DISTANCE OF 200.00 FEET TO THE SOUTH LINE OF LANDS PER OFFICIAL RECORDS BOOK 276, PAGE 61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING THE POINT OF TERMINUS OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.482 ACRES, MORE OR LESS.

M:\land projects T2004\T4087ICI\dwg\ACCESSREV\ACC-5.dwg 11/3/2005 10:09 PM EST

UNOFFICIAL DOCUMENT

**SURVEYOR'S NOTES:**

1. BEARINGS BASED ON THE WEST LINE OF SEC 3-13-31 (AS SHOWN) BEING N01°46'36"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

**ABBREVIATIONS**

D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
TB=TANGENT BEARING
CB=CHORD BEARING
R/W=RIGHT OF WAY
℄ CENTER LINE
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SEE SHEET 1 OF 2 FOR SKETCH.

THIS IS NOT A BOUNDARY SURVEY

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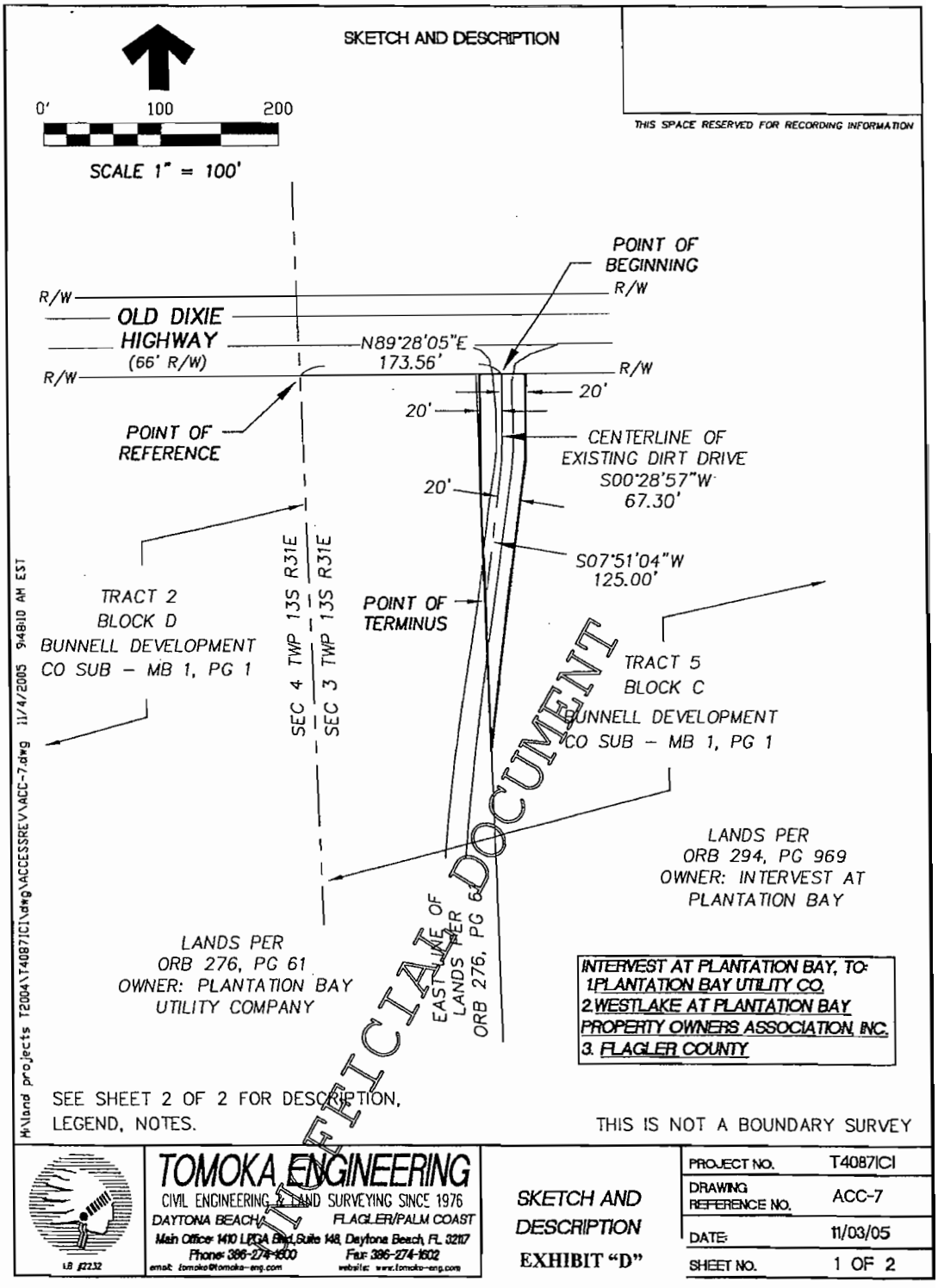
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2232

SKETCH AND DESCRIPTION
EXHIBIT "C"

| | |
|---|---|
| PROJECT NO. | T4087ICI |
| DRAWING REFERENCE NO. | ACC-5 |
| DATE: | 11/03/05 |
| SHEET NO. | 2 OF 2 |

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SKETCH AND DESCRIPTION
EXHIBIT "D"

| | |
|---|---|
| PROJECT NO. | T4087IC1 |
| DRAWING REFERENCE NO. | ACC-7 |
| DATE: | 11/03/05 |
| SHEET NO. | 1 OF 2 |

LITIGATION DOCUMENT

SKETCH AND DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

A 40-FOOT WIDE STRIP OF LAND BEING A PART OF TRACT 5, BLOCK C OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING A PART OF LANDS PER OFFICIAL RECORDS BOOK 294, PAGE 969, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LOCATED IN GOVERNMENT SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING LOCATED 20.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (AS MEASURED PERPENDICULARLY FROM SAID CENTERLINE, SIDELINES BEING EXTENDED AND/OR FORESHORTENED TO INTERSECT PARCEL BOUNDARY LINES):

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY (A 66-FOOT WIDE PUBLIC RIGHT-OF-WAY) WITH THE WEST LINE OF SAID GOVERNMENT SECTION 3 FOR A POINT OF REFERENCE; THENCE N89°28'05"E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 173.56 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S00°28'57"W FOR A DISTANCE OF 67.30 FEET; THENCE S07°51'04"W FOR A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF LANDS PER OFFICIAL RECORDS BOOK 276, PAGE 61, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THE POINT OF TERMINUS OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.176 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. BEARINGS BASED ON THE SOUTH R/W LINE OF OLD DIXIE HIGHWAY (AS SHOWN) BEING N89°28'05"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

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R/RNG=RANGE
T/TWP=TOWNSHIP

NOT AN OFFICIAL DOCUMENT

SEE SHEET 1 OF 2 FOR SKETCH.

THIS IS NOT A BOUNDARY SURVEY

M:\land projects T2004\T4087ICI\dwg\ACCESSREV\ACC-7.dwg 11/3/2005 10:48 PM EST

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 I/PGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2232

SKETCH AND DESCRIPTION

EXHIBIT "D"

| | |
|---|---|
| PROJECT NO. | T4087ICI |
| DRAWING REFERENCE NO. | ACC-7 |
| DATE: | 11/03/05 |
| SHEET NO. | 2 OF 2 |

Inst No: 2006020446; 04/20/06 02:56PM; Book: 1423 Page: 962; Total Pgs: 6
Doc Stamp-Deed $0.70 GAIL WADSWORTH, FLAGLER Co.

**Document Prepared by:**
**RECORD AND RETURN TO:**
Douglas R. Ross, Jr.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

Portion of Parcel No._____

*Space Reserved For Recording Data*

## PERMANENT UTILITIES EASEMENT

THIS INDENTURE made this 20TH day of APRIL, 2006, by and between **FLAGLER COUNTY,** a political subdivision of the State of Florida, located in Flagler County, Florida, 1200 E. Moody Blvd., #1, Bunnell, FL 32110, referred to herein as "Grantor;" and **INTERVEST AT PLANTATION BAY PARTNERSHIP**, a Florida General Partnership, whose address is 2379 Beville Road, Daytona Beach, Florida 32119, **PLANTATION BAY UTILITY CO.,** a Florida corporation, whose mailing address is 100 Plantation Bay Drive, Ormond Beach, FL 32174, and **WESTLAKE AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC.,** a Florida Not-for-Profit Corporation, whose address is 103A North Lake Drive, Ormond Beach, FL 32174, collectively referred to herein as "Grantee".

WITNESSETH

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants, sells and conveys unto the Grantee, its successors and assigns, a permanent emergency access and utility easement ("Easement") along, over and across real property more particularly described and graphically depicted on the attached **Exhibits "A" – "B"**. The real property described and depicted on the attached Exhibit being the, "Easement Premises."

The Easement granted herein shall grant to Grantee the perpetual right to enter upon the Easement Premises to access the developed residential sections from Old Dixie Highway in an emergency situation for health, fire or safety reasons, and to construct, install, operate, maintain, repair, replace and remove underground utility systems, including but not specifically limited to, potable water and sanitary sewer lines, or pipes, and the right to transmit and convey utilities, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes within the Easement Premises, including the right of access, ingress and egress over the adjoining lands of the Grantor for the purpose granted herein.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon the Easement Premises and construct and maintain uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches and other incidents which said Grantee may deem necessary or convenient in connection therewith.

Grantor covenants to the Grantee that Grantor holds fee simple ownership of the Easement Premises; and, further agrees that Grantor shall not place or construct any buildings or structures of any type whatsoever on the Easement Premises, and the Grantee shall not be liable for their removal if they are so placed.

Grantee covenants and agrees that upon completion of any maintenance or repair required of the access road or the underground utility system, the Grantee shall restore the surface of the Easement Premises to the condition in which it existed immediately prior to such activities.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first above written.

GRANTOR:

*Signed, sealed and delivered in the presence of:*

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

Lisa Bates
Print Name: LISA BATES

4.20.06
BY: James A. Darby
Name: JAMES A. DARBY
Title: CHAIRMAN

Eileen Knowles
Print Name: EILEEN KNOWLES

*Witnesses as to Grantor*

APPROVED AS TO FORM

COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ FLAGLER

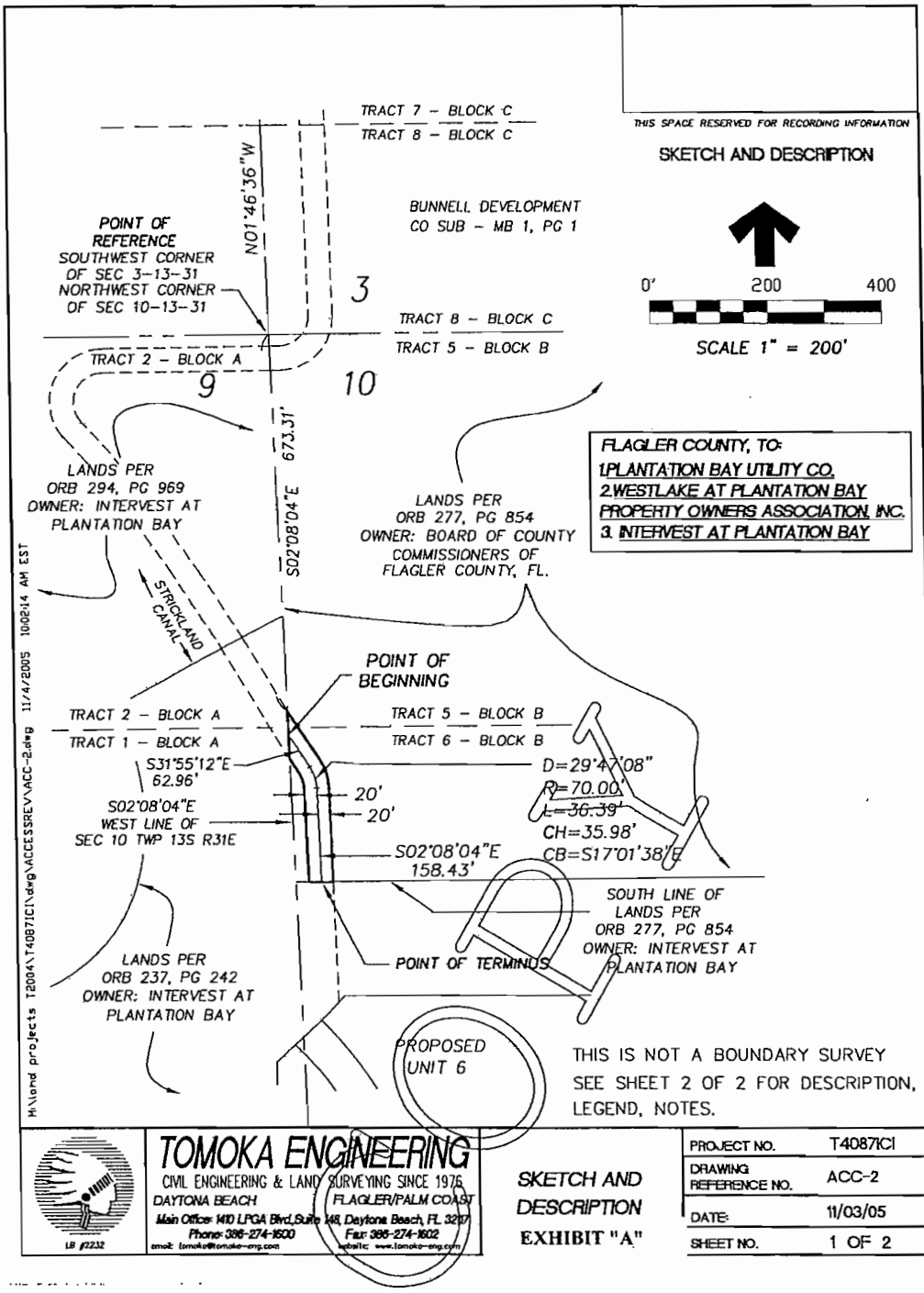
The foregoing instrument was sworn to and acknowledged before me this 20th day of April, 2006, by James A. Darby, who hereby acknowledges that he/she has full power and authority to convey interests in the above-described real property as the fee simple record title holders, the Grantor named in the foregoing Easement, and who: [✓] is personally known to me, or [ ] has produced _____ as identification.

Kelly S. Freshcorn
Notary Public, State of Florida at Large
*Printed or typed name of Notary, Commission and Expiration Date:*

KELLY S. FRESHCORN
Notary Public, State Of Florida
My Commission Expires 8/27/08
Commission No. DD342173



Y:\Documents Server\PROJECTS\PB Projects\PB Westlake 2AF 5 & 6 - Legal Docs - Bonds - Easements - NOC\Permanent Utilities Easement Flagler City to WLHOA PBUC & OPB 1-4-06.doc




TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH
Main Office: 910 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600
Fax: 386-274-1602
FLAGLER/PALM COAST
LB #2232

SKETCH AND DESCRIPTION
EXHIBIT "A"

| | |
|---|---|
| PROJECT NO. | T4087C1 |
| DRAWING REFERENCE NO. | ACC-2 |
| DATE: | 11/03/05 |
| SHEET NO. | 1 OF 2 |

## SKETCH AND DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

A 40-FOOT WIDE STRIP OF LAND BEING A PART OF TRACTS 5 AND 6, BLOCK B, OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING A PART OF LANDS PER OFFICIAL RECORDS BOOK 277, PAGE 854, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LOCATED IN GOVERNMENT SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING LOCATED 20.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (AS MEASURED PERPENDICULARLY FROM SAID CENTERLINE, SIDELINES BEING EXTENDED AND/OR FORESHORTENED TO INTERSECT PARCEL BOUNDARY LINES):

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST (NORTHWEST CORNER OF SAID GOVERNMENT SECTION 10); THENCE S02°08'04"E ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 10 FOR A DISTANCE OF 673.31 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE S31°55'12"E FOR A DISTANCE OF 62.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 36.39 FEET, A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 29°47'08", A CHORD BEARING OF S17°01'38"E, AND A CHORD DISTANCE OF 35.98 FEET TO A POINT OF TANGENCY; THENCE S02°08'04"E FOR A DISTANCE OF 158.43 FEET TO THE SOUTH LINE OF LANDS PER OFFICIAL RECORDS BOOK 277, PAGE 854, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING THE POINT OF TERMINUS OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.237 ACRES, MORE OR LESS.

M:\land projects T2004\T40871CI\dwg\ACCESSREV\ACC-2.dwg 11/3/2005 11:46:51 AM EST

### SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WEST LINE OF SEC 3-13-31 (AS SHOWN) BEING N01°46'36"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

### ABBREVIATIONS

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℄ CENTER LINE
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S/SEC=SECTION
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SEE SHEET 1 OF 2 FOR SKETCH.

THIS IS NOT A BOUNDARY SURVEY

TOMOKA ENGINEERING
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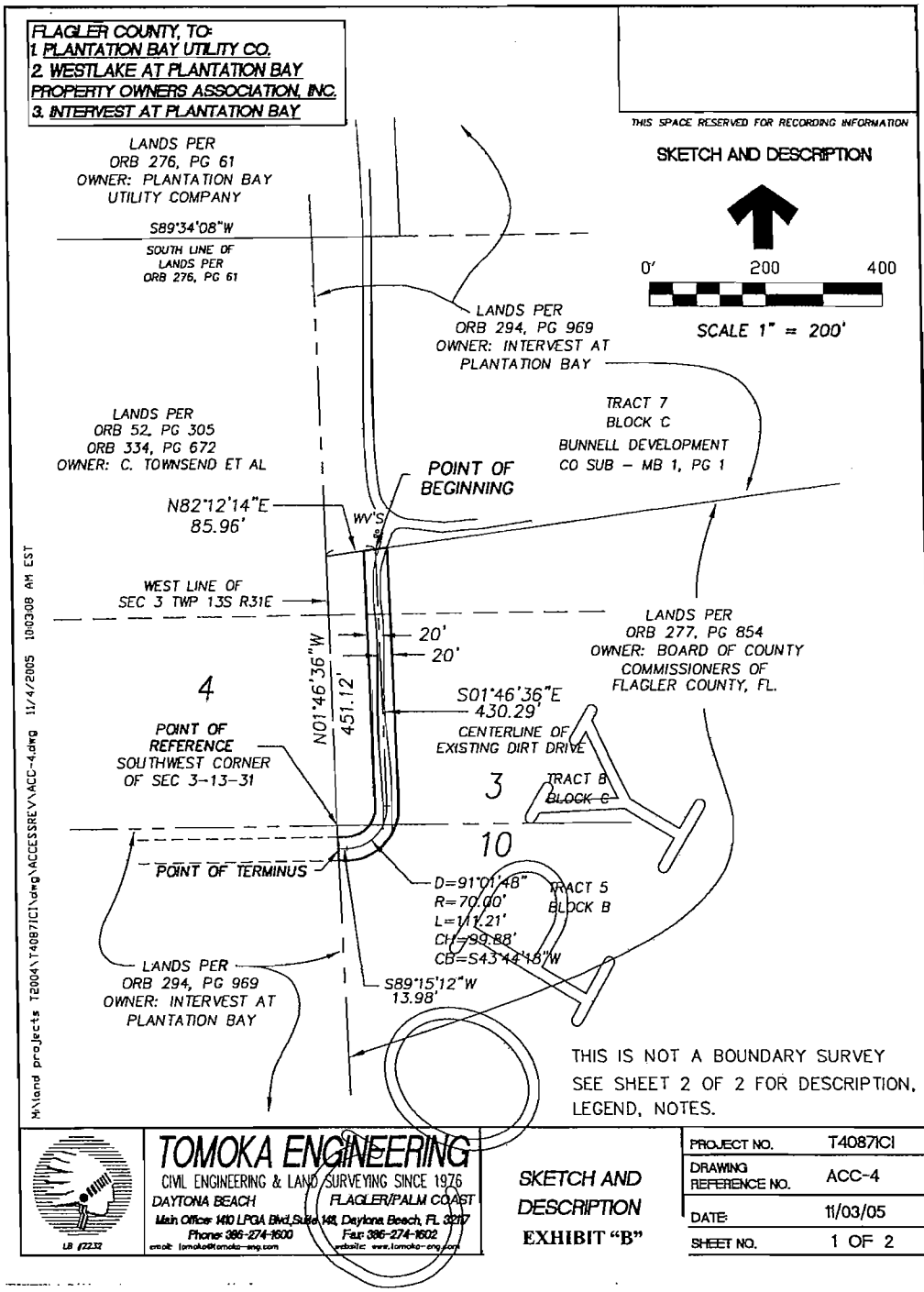
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2232

SKETCH AND DESCRIPTION
EXHIBIT "A"

| | |
|---|---|
| PROJECT NO. | T40871CI |
| DRAWING REFERENCE NO. | ACC-2 |
| DATE: | 11/03/05 |
| SHEET NO. | 2 OF 2 |


FLAGLER COUNTY, TO:
1. PLANTATION BAY UTILITY CO.
2. WESTLAKE AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC.
3. INTERVEST AT PLANTATION BAY
THIS SPACE RESERVED FOR RECORDING INFORMATION
SKETCH AND DESCRIPTION
0' 200 400
SCALE 1" = 200'
LANDS PER ORB 276, PG 61 OWNER: PLANTATION BAY UTILITY COMPANY
S89°34'08"W
SOUTH LINE OF LANDS PER ORB 276, PG 61
LANDS PER ORB 294, PG 969 OWNER: INTERVEST AT PLANTATION BAY
TRACT 7 BLOCK C BUNNELL DEVELOPMENT CO SUB - MB 1, PG 1
LANDS PER ORB 52, PG 305 ORB 334, PG 672 OWNER: C. TOWNSEND ET AL
POINT OF BEGINNING
N82°12'14"E 85.96'
WV'S
WEST LINE OF SEC 3 TWP 13S R31E
20'
20'
N01°46'36"W 451.12'
LANDS PER ORB 277, PG 854 OWNER: BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FL.
S01°46'36"E 430.29'
CENTERLINE OF EXISTING DIRT DRIVE
4
3
10
POINT OF REFERENCE SOUTHWEST CORNER OF SEC 3-13-31
TRACT B BLOCK C
POINT OF TERMINUS
D=91°01'48"
R=70.00'
L=111.21'
CH=99.88'
CB=S43°44'15"W
TRACT 5 BLOCK B
LANDS PER ORB 294, PG 969 OWNER: INTERVEST AT PLANTATION BAY
S89°15'12"W 13.98'
THIS IS NOT A BOUNDARY SURVEY
SEE SHEET 2 OF 2 FOR DESCRIPTION, LEGEND, NOTES.
M:\land projects T2004\T4087ICI\dwg\ACCESSREV\ACC-4.dwg 11/4/2005 10:03:08 AM EST
TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH
FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600
Fax: 386-274-1602
LB #2232
SKETCH AND DESCRIPTION
EXHIBIT "B"
PROJECT NO. T4087ICI
DRAWING REFERENCE NO. ACC-4
DATE: 11/03/05
SHEET NO. 1 OF 2

## SKETCH AND DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A 40-FOOT WIDE STRIP OF LAND BEING A PART OF TRACTS 7 AND 8, BLOCK C AND TRACT 5, BLOCK B, OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING A PART OF LANDS PER OFFICIAL RECORDS BOOK 277, PAGE 854, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LOCATED IN GOVERNMENT SECTIONS 3 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, ANO BEING LOCATED 20.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (AS MEASURED PERPENDICULARLY FROM SAID CENTERLINE, SIDELINES BEING EXTENDED AND/OR FORESHORTENED TO INTERSECT PARCEL BOUNDARY LINES):

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 3; THENCE N01°46'36"W ALONG THE WEST LINE OF SAID GOVERNMENT SECTION 3 FOR A DISTANCE OF 451.12 FEET TO THE NORTH LINE OF LANDS PER OFFICIAL RECORDS BOOK 277, PAGE 854, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE N82°12'14"E ALONG SAID NORTH LINE FOR A DISTANCE OF 85.96 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTH LINE S01°46'36"E FOR A DISTANCE OF 430.29 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 111.21 FEET, A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 91°01'48", A CHORD BEARING OF S43°44'18"W, AND A CHORD DISTANCE OF 99.88 FEET TO A POINT OF TANGENCY; THENCE S89°15'12"W FOR A DISTANCE OF 13.98 FEET TO THE WEST LINE OF SAID GOVERNMENT SECTION 10, BEING THE POINT OF TERMINUS OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.512 ACRES, MORE OR LESS.

M:\land projects T2004\T40871CI\dwg\ACCESSREV\ACC-4.dwg 11/3/2005 11:58:01 AM EST

### SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WEST LINE OF SEC 3-13-31 (AS SHOWN) BEING N01°46'36"W.
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SEE SHEET 1 OF 2 FOR SKETCH.

THIS IS NOT A BOUNDARY SURVEY

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SKETCH AND DESCRIPTION
EXHIBIT "B"

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|---|---|
| PROJECT NO. | T40871CI |
| DRAWING REFERENCE NO. | ACC-4 |
| DATE: | 11/03/05 |
| SHEET NO. | 2 OF 2 |

VACATION, REALLOCIATION AND DECLARARATION OF EASEMENTS

PLANTATION BAY, FLAGLER COUNTY, FLORIDA

OFF REC 0501 PAGE 0143

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, INTERVEST AT PLANTATION BAY, a Florida General Partnership, ("Intervest") which partnership is Declarant under the Declaration of Covenants, Conditions, Restrictions of Plantation Bay, originally recorded in Official Records Book 277 at Page 805 of Public Records of Flagler County, Florida, and PLANTATION BAY UTILITY CO., a Florida corporation, as designee of Intervest, which corporation and partnership shall be jointly referred to herein as the "Declarers", hereby declares, creates, vacates, and reallocates and grants as follows:

1. Attached hereto as Exhibit "A" is a survey prepared by Sliger & Associates, Inc., A Florida corporation, under Job No. 93-4529 which legally describes certain real property situated in Flagler County, Florida, as: Lot 14 together with the westerly 31.25 feet of Lot 15, Plantation Bay, Phase 1B-F, Unit 1, as recorded in Map Book 27, Pages 62-65, of Public Records of Flagler County, Florida (the "Parcel").

2. Record title to Parcel is vested in Intervest at Plantation Bay. Intervest is joining in the execution of this instrument to evidence their consent to the matters described herein. Reference is made to certain side lot utility easements existing and described herein. Reference is made to certain side lot utility easements existing and described on the original plat described in paragraph 1 lying adjacent to the side lot line between Lots 14 and 15 within said plat, the same are hereby vacated by Declarers, provided, however, that this vacation shall not affect the easements described on the front and rear lot lines of Lots 14 and 15.

3. With respect to the Parcel, all successors in title to the Parcel will be levied assessments (both regular and special) by the Plantation Bay Community Association, Inc., a Florida not-for-profit corporation, at a rate of one and one-half (1 1/2) of the base amount.

Executed this 19 day of November, 1993.

UNOFFICIAL DOCUMENT

Witnesses:

Intervest of Plantation Bay,
a Florida general partnership
By: PlanMor, Inc. a Florida
corporation, managing partner

By: _____
Morteza Hosseini-Kargar
its President

Corporate Seal

Witnesses:

Plantation Bay Utility Co.
a Florida corporation
By: _____

Attest: _____

OFF REC 0501 PAGE 0149

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, the undersigned Notary Public, personally appeared MORTEZA HOSSEINI-KARGAR, as President of PLANMOR, INC., a Florida corporation, as managing partner of INTERVEST AT PLANTATION BAY, a Florida partnership, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 19th day of November, 1993.

Jeanne G. Cook
NOTARY PUBLIC, STATE OF FLORIDA
Typed Name: Jeanne G. Cook
Commission Number: CC309329
My Commission Expires: 6/18/95

JEANNE G. COOK
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES JUNE 18, 1995
#CC 309329
Bonded thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared David Gulstrand, as Treasurer of PLANTATION BAY UTILITY CO., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 24th day of November, 1993.

David E. Floch
NOTARY PUBLIC, STATE OF FLORIDA
Typed Name: Gail E. Floch
Commission Number:
My Commission Expires:

GAIL E. FLOCH
Notary Public-State of Florida
My Commission Expires MAR 16,1995
COMM # CC 085067

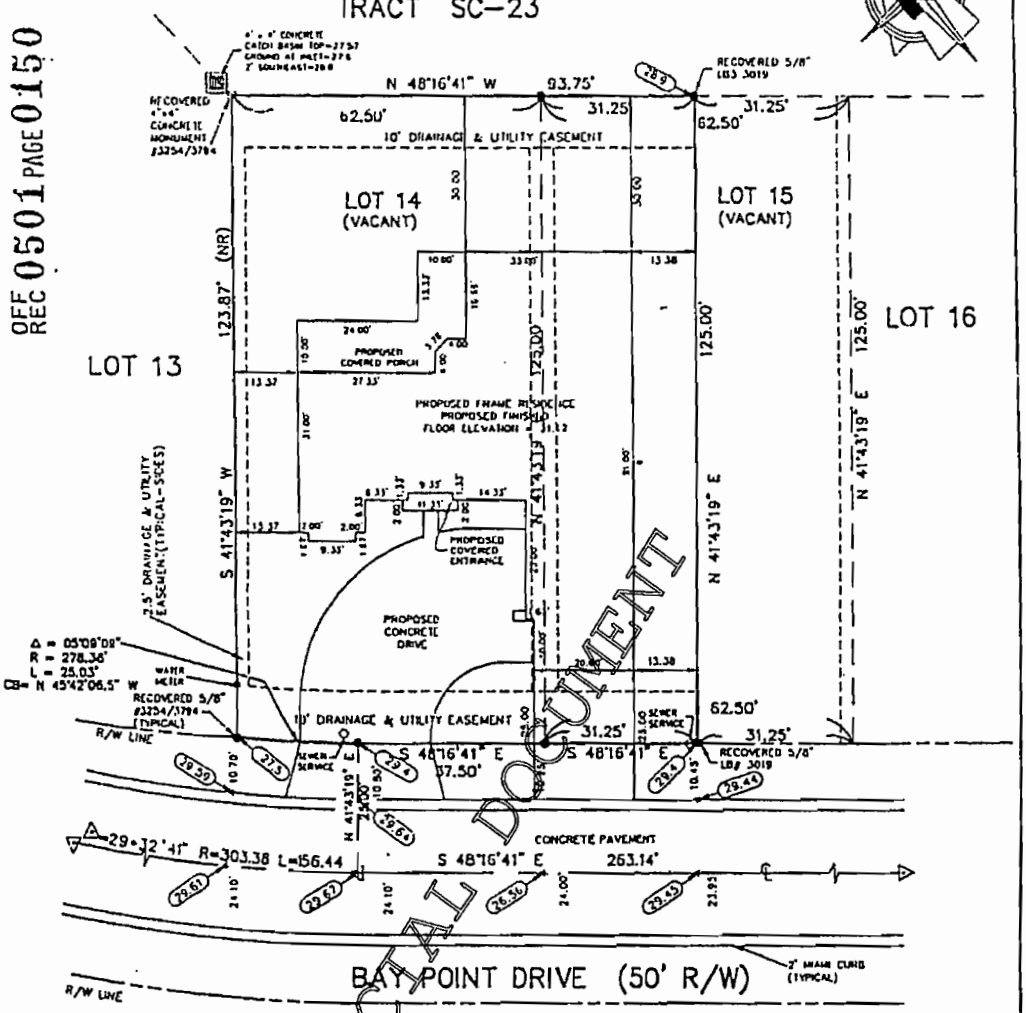
UNOFFICIAL DOCUMENT

# SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385


OFF REC 0501 PAGE 0150

## TRACT SC-23




UNOFFICIAL DOCUMENT

FOR: INTERVEST CONSTRUCTION, INC.

DESCRIPTION: LOT 14 & THE NORTHERLY 1/2 OF LOT 15, PLANTATION BAY, PHASE 1b-F, UNIT 1, AS RECORDED IN MAP BOOK 27, PAGES 62-65 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SCALE 1"= 20' FIELD BOOK PAGE

| ABBREVIATIONS | |
|---|---|
| A/C | AIR CONDITIONER |
| R/W | RIGHT OF WAY |
| ℄ | CENTERLINE |
| Δ | CENTRAL ANGLE |
| R | RADIUS |
| L | ARC LENGTH |
| CB | CHORD BEARING |
| FP&L CO | FLORIDA POWER & LIGHT COMPANY |
| NGVD | NATIONAL GEODETIC VERTICAL DATUM |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

SHEET 1 OF 2

LEGEND

- ● IRON ROD WITH CAP
- ○ IRON PIPE
- □ CONCRETE MONUMENT
- ■ PERMANENT REFERENCE MONUMENT
- △ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- ⬭ EXISTING ELEVATION
- ⬭ PROPOSED ELEVATION

EXHIBIT "A"

# SLIGER & ASSOCIATES, INC.
## PROFESSIONAL LAND SURVEYORS

MAIN OFFICE
3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
(904) 761-5385

OFF REC 0501 PAGE 0151

### SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY LINE OF LOT 14 BEING N 41°43'19" E
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER U.S.C. & G.S. BENCH MARK (S.D.R.) I-95 H5 HAVING A PUBLISHED ELEVATION OF 54.947 FEET
6. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE C THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 125155 0019F, MAP REVISED JULY 2, 1992 APPROXIMATE SCALE 1" = 1000'
7. FLOOD ZONE CERTIFICATION ADDED TO SURVEY: JUNE 17, 1993 (93-2279)

93/017782
NO. FILED & RECORDED
O.R. BOOK 520 PAGES 148-151
'93 DEC -2 P2:39
J. Maughan DC
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLORIDA

CIRCUIT COURT
FLAGLER COUNTY, FLA.

REFERENCE: LOT 14 & THE NORTHERLY 1/2 OF LOT 15, PLANTATION BAY, PHASE B-F, UNIT 1

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

| TYPE OF SURVEY | CERTIFIED TO | DATE | JOB NUMBER |
|---|---|---|---|
| BOUNDARY | ALLAN W. & FRANCES E. CRESSER | JUNE 17, 1993 | 93-2279 |
| " | CHICAGO TITLE INSURANCE COMPANY | " | " |
| " | INTERVEST AT PLANTATION BAY | " | " |
| RECERTIFICATION/PHL | INTERVEST CONSTRUCTION, INC. | NOVEMBER 17, 1993 | 93-4529 |
| | NOT CERTIFIED TO ANY OTHER ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE | | |

UNOFFICIAL DOCUMENT

SHEET 2 OF 2 — VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR INTERVEST CONSTRUCTION,INC.

| | DATE | JOB NO | P.C | DRW | CHECKED BY |
|---|---|---|---|---|---|
| SKETCH OF DESCRIPTION | | | | | |
| BOUNDARY SURVEY | JUNE 17, 1993 | 93-2279 | BW | RB | STK |
| TOPOGRAPHIC SURVEY | NOVEMBER 17, 1993 | 93-4529 | BW | SH | STK |
| FOUNDATION SURVEY | | | | | |
| FINAL SURVEY | | | | | |
| RECERTIFICATION SURVEY | NOVEMBER 17, 1993 | 93-4529 | BW | SH | STK |
| PROPOSED HOUSE LOCATION | NOVEMBER 17, 1993 | 93-4529 | BW | SH | STK |

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

GUS A. SLIGER, P.L.S. NO. 3254
STEPHEN B. SLIGER, P.L.S. NO. 3764
J.E. ZAPERT, P.L.S. NO. 4046

333314

D3412

19.50

OFF REC 0476 PAGE 1653

VACATION, REALLOCATION AND DECLARATION OF EASEMENTS

PLANTATION BAY, FLAGLER COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, INTERVEST AT PLANTATION BAY, a Florida General Partnership, ("Intervest") which partnership is Declarant under the Declaration of Covenants, Conditions, Restrictions of Plantation Bay, originally recorded in Official Records Book 277 at Page 805 of Public Records of Flagler County, Florida, and PLANTATION BAY UTILITY CO., a Florida corporation, as designee of Intervest, which corporation and partnership shall be jointly referred to herein as the "Declarers", hereby declares, creates, vacates, and reallocates and grants as follows:

1. Attached hereto as Exhibit "A" is a survey prepared by Sliger & Associates, Inc., A Florida corporation, under Job No. 92-3259 which legally describes certain real property situate in Flagler County, Florida, as: Lot 16, together with the easterly 31.25 feet of Lot 15, Plantation Bay, Phase 1B-F, Unit 1, as recorded in Map Book 27, Pages 62-65, of Public Records of Flagler County, Florida (the "Parcel").

2. Record title to Parcel is vested in Intervest at Plantation Bay. Intervest is joining in the execution of this instrument to evidence their consent to the matters described herein. Reference is made to certain side lot utility easements existing and described on the original plat described in paragraph 1 lying adjacent to the side lot line between Lots 15 and 16 within said plat, the same are hereby vacated by Declarers, provided, however, that this vacation shall not affect the easements described on the front and rear lots lines of Lots 15 and 16.

3. With respect to the Parcel, all successors in title to the Parcel will be levied assessments (both regular and special) by the Plantation Bay Community Association, Inc., A Florida not-for-profit corporation, at a rate of one and one-half (1 1/2) of the base amount.

Executed this 5th day of November, 1992.

Witnesses:

CHARLENE E. IRLAND

TERESA A. THORNTON-HILL

Intervest at Plantation Bay,
a Florida general partnership
By: PlanMor, Inc. a Florida
corporation, managing partner

By: _____
Morteza Hosseini-Kargar
its President

Corporate Seal

Witnesses:

Plantation Bay Utility Co.,
a Florida corporation

By: _____
David Galshack, Treasurer

Attest: _____
David Galshack, Secretary

Corporate Seal

R/T Intervest at Plantation Bay
1150 Pellican Bay Drive
Daytona Beach, Fl. 32119

OFFICIAL DOCUMENT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Dade

BEFORE ME, the undersigned Notary Public, personally appeared MORTEZA HOSSEINI-KARGAR, as President of PLANMOR, INC., a Florida corporation, as managing partner of INTERVEST AT PLANTATION BAY, a Florida partnership, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 3th day of November, 1992.

NOTARY PUBLIC, STATE OF FLORIDA
Typed Name: TERESA J. THORNTON-HILL
Commission Number: AA164464
My Commission Expires: 2/19/93

STATE OF FLORIDA
CCOUNTY OF Glades

BEFORE ME, the undersigned Notary Public, personally appeared DAVID GALSHACK, as Secretary and Treasurer of PLANTATION BAY UTILITY CO., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 5th day of November, 1992.

NOTARY PUBLIC, STATE OF FLORIDA
Typed Name: GAIL E. FLOCH
Commission Number: CC 085067
My Commission Expires: 3-16-95

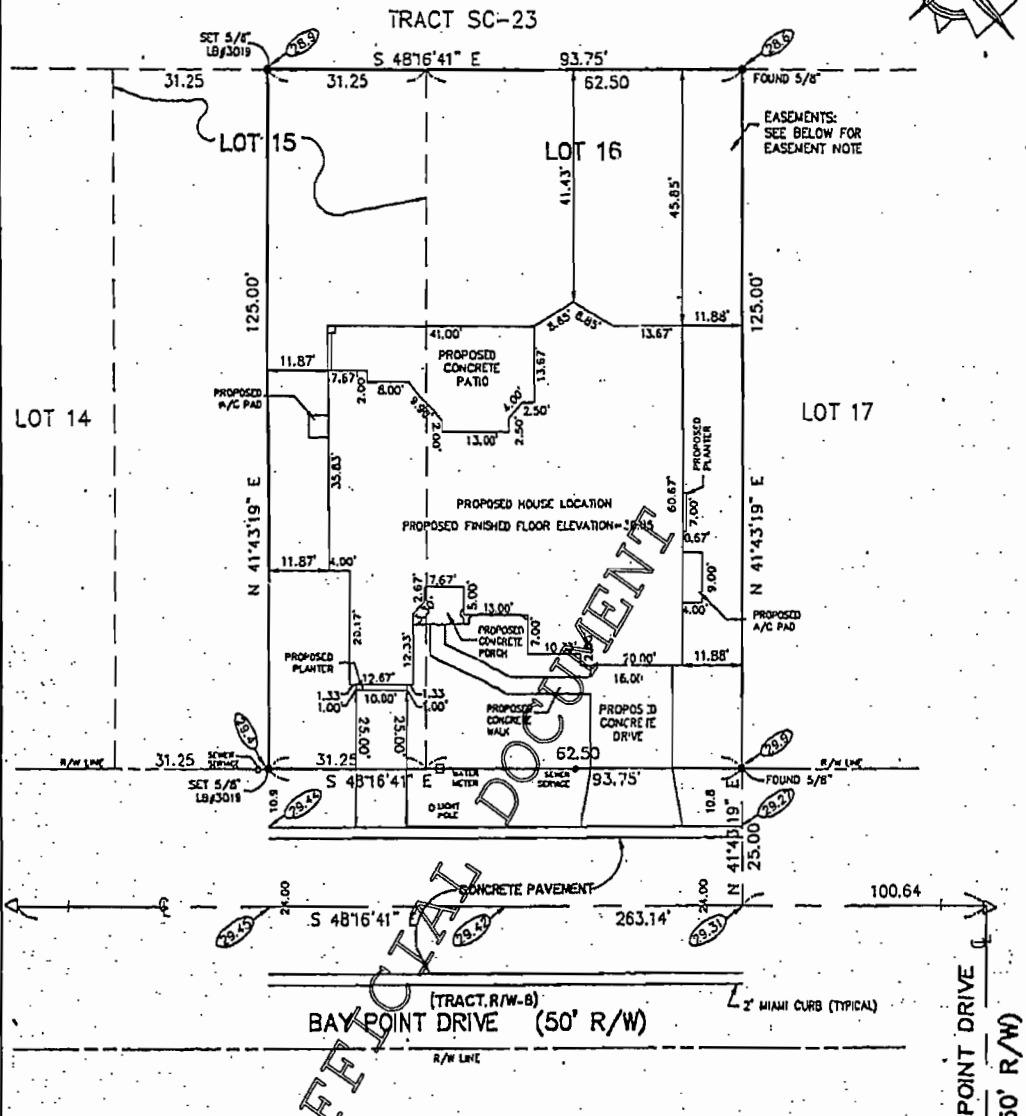
GAIL E. FLOCH
Notary Public-State of Florida
My Commission Expires MAR 16,1995
COMM # CC 085067

UNOFFICIAL DOCUMENT

# SLIGER & ASSOCIATES, INC.
## PROFESSIONAL LAND SURVEYORS

3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385

OFF REC 0476 PAGE 1655




UNOFFICIAL DOCUMENT

EASEMENT NOTE

DRAINAGE AND UTILITY EASEMENTS AS FOLLOWS:
10' FRONT YARD
10' REAR YARD
2.5' SIDE YARD

FOR: INTERVEST CONSTRUCTION, INC.

DESCRIPTION: LOT 16, TOGETHER WITH THE EASTERLY 31.25 FEET OF LOT 15, PLANTATION BAY, PHASE Ib-F, UNIT 1, AS RECORDED IN MAP BOOK 27, PAGES 62-65, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SCALE 1" = 20' FIELD BOOK 615 PAGE 16

ABBREVIATIONS

| | |
|---|---|
| A/C | AIR CONDITIONER |
| R/W | RIGHT OF WAY |
| ℄ | CENTERLINE |
| Δ | CENTRAL ANGLE |
| R | RADIUS |
| L | ARC LENGTH |
| CB | CHORD BEARING |
| FP&L CO. | FLORIDA POWER & LIGHT COMPANY |
| N.G.V.D. | NATIONAL GEODETIC VERTICAL DATUM |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

SHEET 1 OF 2

LEGEND

| | |
|---|---|
| ● | IRON ROD WITH CAP |
| ○ | IRON PIPE |
| □ | CONCRETE MONUMENT |
| ■ | PERMANENT REFERENCE MONUMENT |
| △ | PERMANENT CONTROL POINT |
| (R) | RADIAL LINE |
| (NR) | NON-RADIAL LINE |
| ⬭ | EXISTING ELEVATION |
| ▭ | PROPOSED ELEVATION |

# SLIGER & ASSOCIATES, INC.
## PROFESSIONAL LAND SURVEYORS

MAIN OFFICE
3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
(904) 761-5385

OFF REC 0476 PAGE 1656

### SURVEYOR'S NOTES

1. NOTICE. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE SOUTHEASTERLY LINE OF LOT 16 BEING N 41° 43' 19" E
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929. PER U.S.C. & G.S. BENCH MARK (S.R.D.) I-95 H5 HAVING A PUBLISHED ELEVATION OF 54.947 FEET.
6. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "C" THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 125155 0019 F MAP REVISED JULY 2, 1992 APPROXIMATE SCALE 1" 1000'
7. FLOOD ZONE CERTIFICATION ADDED TO SURVEY: OCTOBER 5, 1992

NO. 015965
FILED & RECORDED
O.R. BOOK 476 PAGE 1653-1656.
92 NOV 5 P2:08
SHELTON G. SANNER
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

CIRCUIT COURT SEAL
FLAGLER COUNTY, FLORIDA

REFERENCE LOT 16 TOGETHER WITH THE EASTERLY 31.25 FEET OF LOT 15, PLANTATION BAY, PHASE 1b-F, UNIT 1

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

| TYPE OF SURVEY | CERTIFIED TO | DATE | JOB NUMBER |
|---|---|---|---|
| BOUNDARY | INTERVEST CONSTRUCTION, INC. | OCTOBER 1, 1992 | 92-3529 |
| | NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE | | |

UNOFFICIAL DOCUMENT

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR INTERVEST CONSTRUCTION, INC

| | DATE | JOB NO | P.C. | DRW | CHECKED BY |
|---|---|---|---|---|---|
| SKETCH OF DESCRIPTION | | | | | |
| BOUNDARY SURVEY | OCTOBER 1, 1992 | 92-3259 | RY | SH | STK |
| TOPOGRAPHIC SURVEY | OCTOBER 1, 1992 | 92-3529 | RY | SH | STK |
| FOUNDATION SURVEY | | | | | |
| FINAL SURVEY | | | | | |
| RECERTIFICATION SURVEY | | | | | |
| PROPOSED HOUSE LOCATION | OCTOBER 1, 1992 | 92-3529 | RY | SH | STK |
| | | | | | |
| | | | | | |

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES

STATE OF FLORIDA
REGISTERED LAND SURVEYOR

GUS A. SLIGER, P.L.S. NO. 2254
STEPHEN R. SLIGER, P.L.S. NO. 3794
J.E. ZAPERT, P.L.S. NO. 4946

331120

OFF REC 0468 PAGE 1104

# VACATION, REALLOCATION AND DECLARATION OF EASEMENTS PLANTATION BAY, FLAGLER COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, INTERVEST AT PLANTATION BAY, a Florida partnership, ("Intervest") which partnership is Declarant under the Declaration of Covenants, Conditions, Restrictions of Plantation Bay, originally recorded in Official Records Book 277 at Page 805 of the Public Records of Flagler County, Florida, and PLANTATION BAY UTILITY CO., a Florida corporation, as designee of Intervest, which corporation and partnership shall be jointly referred to herein as the "Declarers", hereby declares, creates, vacates, reallocates and grants as follows:

1. Attached hereto as Exhibit "A" is a survey prepared by Sliger & Associates, Inc., a Florida corporation, under Job No. 87-3041 which legally describes certain real property situate in Flagler County, Florida, as: Lots 20 and Lot 19, less one-third (1/3) portion of the Northern side of Lot 19, Plantation Bay - Phase IB-F, Unit 1, of record in Map Book 27 at Pages 62 through 65 of the Public Records of Flagler County, Florida (the "Parcel").

2. Record title to Parcel is vested in William S. Korff and Charlotte Korff, his wife ("Korff"). Korff is joining in the execution of this instrument to evidence their consent to the matters described herein. Reference is made to certain side lot utility easements existing and described on the original plat described in paragraph 1 lying adjacent to the side lot line between Lots 19 and 20 within said plat, the same are hereby vacated by Declarers, provided, however, that this vacation shall not affect the easements described in the front and rear lot lines of Lots 19 and 20.

3. With respect to the Parcel, Korff and all successors in title to the Parcel agree that in respect to assessments levied by Plantation Bay Community Association, Inc., a Florida not-for-profit corporation, the owner of the Parcel shall pay those assessments, regular and special, at the rate of one and two-thirds (1 2/3) of the base amount.

EXECUTED this 25th day of March, 1992.

WITNESSES:

Teresa J. Thornton-Hill
Typed name: TERESA J. THORNTON-HILL

Lois Crawford
Typed name: LOIS CRAWFORD

INTERVEST AT PLANTATION BAY, a Florida general partnership
By: PLANMOR, INC., a Florida corporation, managing partner

By: _____
Morteza Hosseini-Kangar, President

(Corporate Seal)

Gail E. Floch
Typed name: Gail E. Floch

Nancy Hipple
Typed name: Nancy Hipple

PLANTATION BAY UTILITY CO., a Florida corporation

By: _____
David Galshack, Treasurer

Attest: _____
David Galshack, Secretary

(Corporate Seal)

OFFICIAL DOCUMENT

OFF REC 0468 PAGE 1105

Gail C. Floch
Typed name: Gail E. Floch

William S. Korff
William S. Korff

Nancy D. Hipple
Typed name: Nancy Hipple

Charlotte Korff
Charlotte Korff

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Volusia

BEFORE ME, the undersigned Notary Public, personally appeared MORTEZA HOSSEINI-KARGAR, as President of PLANMOR, INC., a Florida corporation, as managing partner of INTERVEST AT PLANTATION BAY, a Florida partnership, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 26rh day of March, 1992.

Lois Crawford
NOTARY PUBLIC, State of Florida at
Typed Name: LOIS CRAWFORD
My Commission Expires:
(Notarial Seal)

LOIS CRAWFORD
My Comm. Exp. Jan. 29,1993

STATE OF FLORIDA
COUNTY OF Volusia

BEFORE ME, the undersigned Notary Public, personally appeared DAVID GALSHACK, as Secretary and Treasurer of PLANTATION BAY UTILITY CO., a Florida corporation, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 6th day of April, 1992.

Gail C. Floch
NOTARY PUBLIC, State of Florida
Typed Name: Gail E. Floch
My Commission Expires:
(Notarial Seal)

GAIL E. FLOCH
Notary Public-State of Florida
My Commission Expires MAR 16,1995
COMM # CC 085057

STATE OF FLORIDA
COUNTY OF Volusia

BEFORE ME, the undersigned Notary Public, personally appeared WILLIAM S. KORFF and CHARLOTTE KORFF, his wife, who acknowledged execution of the foregoing for the purposes therein stated, who are both personally known to me and who both did take an oath, this 6th day of April, 1992.

Nancy D. Hipple
NOTARY PUBLIC, State of Florida
Typed Name: Nancy D. Hipple
My Commission Expires:
(Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEBRUARY 27, 1995
BONDED THRU ASHTON AGENCY INC.

THIS INSTRUMENT PREPARED BY:
Random R. Burnett, Esquire
1825 Security First Blvd., Bldg.#3
Daytona Beach, Florida 32114

RT. P.O. Box 5488
Daytona Bch, FL 32118

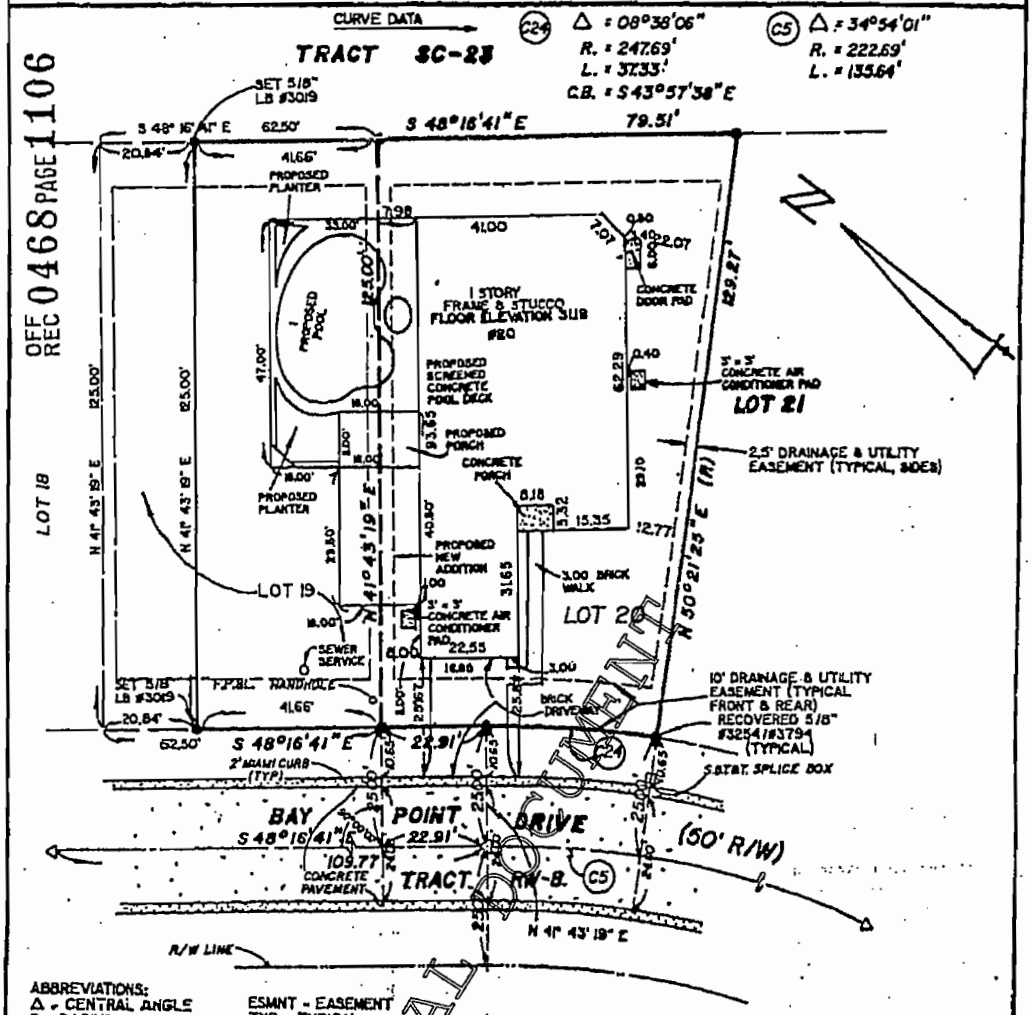
OFFICIAL DOCUMENT

# SLIGER & ASSOCIATES, INC.

**PROFESSIONAL LAND SURVEYORS**

3921 SO. NOVA ROAD PORT ORANGE, FL 32019
TEL 904-761-5385

OFF REC 0468 PAGE 1106




ABBREVIATIONS:
Δ - CENTRAL ANGLE
R - RADIUS
L - ARC LENGTH
CB - CHORD BEARING
R/W - RIGHT OF WAY
℄ - CENTERLINE
DRAIN - DRAINAGE
ESMNT - EASEMENT
TYP - TYPICAL
SBT & T - SOUTHERN BELL TELEPHONE & TELEGRAPH
FP & L - FLORIDA POWER & LIGHT

SHEET 1 OF 2 (SEE SHEET 2 FOR SURVEYORS NOTES)

VALID WITH EMBOSSED SEAL AND SIGNATURE ONLY

UNOFFICIAL DOCUMENT

## PLAT OF SURVEY

LOT 20 & LOT 19, LESS 1/3 PORTION OF THE NORTHERN SIDE OF LOT 19, PLANTATION BAY, PHASE 1B-F, UNIT 1

AS RECORDED IN PLAT/MAP BOOK 27 PAGE(S) 62-65

OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

FIELD BOOK

FOR: WILLIAM S. KORFF

JOB NO: 87-3041
SCALE: 1" = 30'
BOUNDARY:
FNDTN SEE SHEET 2 OF 2
FINAL:
RECERT:

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GUS A. SLIGER, P.L.S. NO. 3254
STEPHEN A. SUMNER, P.L.S. NO. 3794
J.E. ZAPATA, P.L.S. NO. 4046

LEGEND
● DENOTES IRON ROD W/CAP
○ DENOTES — IRON PIPE
□ DENOTES CONC. MONUMENT
■ DENOTES PRM
△ DENOTES PCP
(R) DENOTES RADIAL LINE
(NR) DENOTES NON-RADIAL LINE

VAN CHECKED 9/30/87

# SLIGER & ASSOCIATES, INC.
## PROFESSIONAL LAND SURVEYORS


MAIN OFFICE
3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
(904) 761-5385

ORMOND BEACH OFFICE
1414 W. GRANADA BLVD., SUITE 1
ORMOND BEACH, FL 32174
(904) 673-3687


OFF REC 0468 PAGE 1107

### SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHEASTERLY LINE OF LOT 20 BEING S 48° 15' 41" E
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER U.S.C. & G.S. BENCH MARK SRD 1 95 H5 HAVING A PUBLISHED ELEVATION OF 54.947' FEET.
6. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE -C-. THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 120085 0175 B, MAP REVISED FEBRUARY 5, 1986 APPROXIMATE SCALE 1" = 2000'
7. FLOOD ZONE CERTIFICATION ADDED TO SURVEY:

92 008135
FILED & RECORDED 1/09/92
O.R. BOOK 468 PAGE 1107

'92 JAN 18 A10:39
SHELTON E. SMITH
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

CIRCUIT COURT * FLAGLER COUNTY, FLORIDA *

REFERENCE: LOT 20 & LOT 19, LESS 1/3 PORTION OF THE NORTHERN SIDE OF LOT 19, PLANTATION BAY, PHASE 1B-F, UNIT I

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

| TYPE OF SURVEY | CERTIFIED TO | DATE | JOB NUMBER |
|---|---|---|---|
| RECERTIFICATION | PROFESSIONAL SAVINGS BANK | DECEMBER 23, 1988 | 88-4743 |
| " | COMMONWEALTH LAND TITLE INSURANCE COMPANY | " | " |
| FOUNDATION | PROFESSIONAL SAVINGS BANK | SEPTEMBER 22, 1989 | 89-3656 |
| " | COMMONWEALTH LAND TITLE INSURANCE COMPANY | " | " |
| FINAL | PROFESSIONAL SAVINGS BANK | NOVEMBER 7, 1989 | 89-4490 |
| " | COMMONWEALTH LAND TITLE INSURANCE COMPANY | " | " |
| RECERTIFICATION | WILLIAM S. KORFF | FEBRUARY 18, 1992 | 92-0549 |
| | NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE | | |

UNOFFICIAL DOCUMENT

SHEET 2 OF 2 — VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: WILLIAM S. KORFF

| | DATE | JOB NO. | F.C. | DRW. | CHECKED BY |
|---|---|---|---|---|---|
| SKETCH OF DESCRIPTION | | | | | |
| BOUNDARY SURVEY | SEPTEMBER 1, 1987 | 87-3041 | | | |
| TOPOGRAPHIC SURVEY | | | | | |
| FOUNDATION SURVEY | SEPTEMBER 22, 1989 | 89-3656 | | | |
| FINAL SURVEY | NOVEMBER 7, 1989 | 89-4490 | | | |
| RECERTIFICATION SURVEY | DECEMBER 23, 1988 | 88-4743 | | | |
| PROPOSED HOUSE LOCATION | FEBRUARY 18, 1992 | 92-0549 | JJ | WS | STK |
| RECERTIFICATION SURVEY | FEBRUARY 18, 1992 | 92-0549 | JJ | WS | STK |

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GUS A. SLIGER, P.L.S. NO. 3234
STEPHEN B. SLIGER, P.L.S. NO. 3794
J.E. ZAPERT, P.L.S. NO. 4046

324898

15.00

OFF REC 0453 PAGE 0638

# VACATION, REALLOCATION AND DECLARATION OF EASEMENTS FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES FOR PLANTATION BAY, FLAGLER COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, ECOCEN CORP., a Florida corporation, which corporation is Declarant under the Declaration of Covenants, Conditions, Restrictions of Plantation Bay, originally recorded in Official Records Book 277 at Page 805 of the Public Records of Flagler County, Florida, and Plantation Bay Utility Co., a Florida corporation, as designee of Ecocen Corp., which corporation shall be jointly referred to herein as the "Declarers", hereby declares, creates, vacates, reallocates and grants as follows:

1. Reference is made to a drawing of Lots 59, 60, 61 and 62, PLANTATION BAY - Phase IBF, Unit 1, of record in Map Book 7 at Pages 62 through 65 of the Public Records of Flagler County, Florida, which drawing is recorded in Official Records Book 451 at Page 1663 of the Public Records of Flagler County, Florida, which drawing is recorded in Official Records Book 451 at Page 1663 of the Public Records of Flagler County, Florida, and a copy of which is attached hereto as Exhibit "A" to this instrument.

2. With respect to the side lot utility easements existing and described on the original plat described in the preceding paragraph lying on the side lot lines between lots 59 ant 60, 60 and 61, 61 and 62, those easements be and the same are hereby vacated by Declarers.

3. In respect to the attached drawing and upon an apparent side lot line which is the bifurcation of Lot 61 which bears a directional call of "North 43 degrees, 23 minutes, 41 seconds East, 127.45 feet" Declarer hereby creates, declares and grants a perpetual non-exclusive easement for the purposes of ingress, egress, drainage and all utilities over, on and under the said lot line of a dimension equal to side lot utility easements generally described in the plat of the real property described in paragraph 1 hereof. This easement grant is of a non-exclusive nature and is in favor of Plantation Bay Utility Co. and Plantation Bay Community Association, Inc., for the purposes and under the conditions described in the Declaration of Covenants, Conditions and Restrictions for Plantation Bay, recorded in Official Records Book 277 at Page 805 of the Public Records of Flagler County, Florida.

EXECUTED this 14th day of August, 1991.

WITNESSES:

Typed name: Charles J. Ziro

Typed name: Eric Weidler

(AS TO BOTH CORPORATIONS)

ECOCEN CORP., a Florida corporation

By: Stephen Irwin, Vice-President

Attest: David Galshack, Secretary

(Corporate Seal)

PLANTATION BAY UTILITY CO., a Florida corporation

By: Stephen Irwin, Vice-President

Attest: David Galshack, Secretary

(Corporate Seal)

UNOFFICIAL DOCUMENT

OFF REC 0453 PAGE 0639

## ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned Notary Public, personally appeared STEPHEN IRWIN, as Vice-President of ECOCEN CORP. and PLANTATION BAY UTILITY CO., both Florida corporations, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 16th day of August, 1991.

Patricia Anne Long
NOTARY PUBLIC, State of New York
Typed Name: PATRICIA ANNE LONG
My Commission Expires:

(Notarial Seal)

PATRICIA ANNE LONG
Notary Public, State of New York
No. 4790480
Qualified in Nassau County
Commission Expires December 31, 19 91

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, the undersigned Notary Public, personally appeared DAVID GALSHACK, as Secretary of ECOCEN CORP. and PLANTATION BAY UTILITY CO., both Florida corporations, who acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority, this 19th day of August, 1991.

Grail F. Bloch
NOTARY PUBLIC, State of Florida
Typed Name: Grail F. Bloch
My Commission Expires:
(Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 16 1995
BONDED THRU GENERAL INS. UND.

THIS INSTRUMENT PREPARED BY:
Random R. Burnett, Esquire
1825 Security First Blvd., Bldg.#3
Daytona Beach, Florida 32114

UNOFFICIAL DOCUMENT

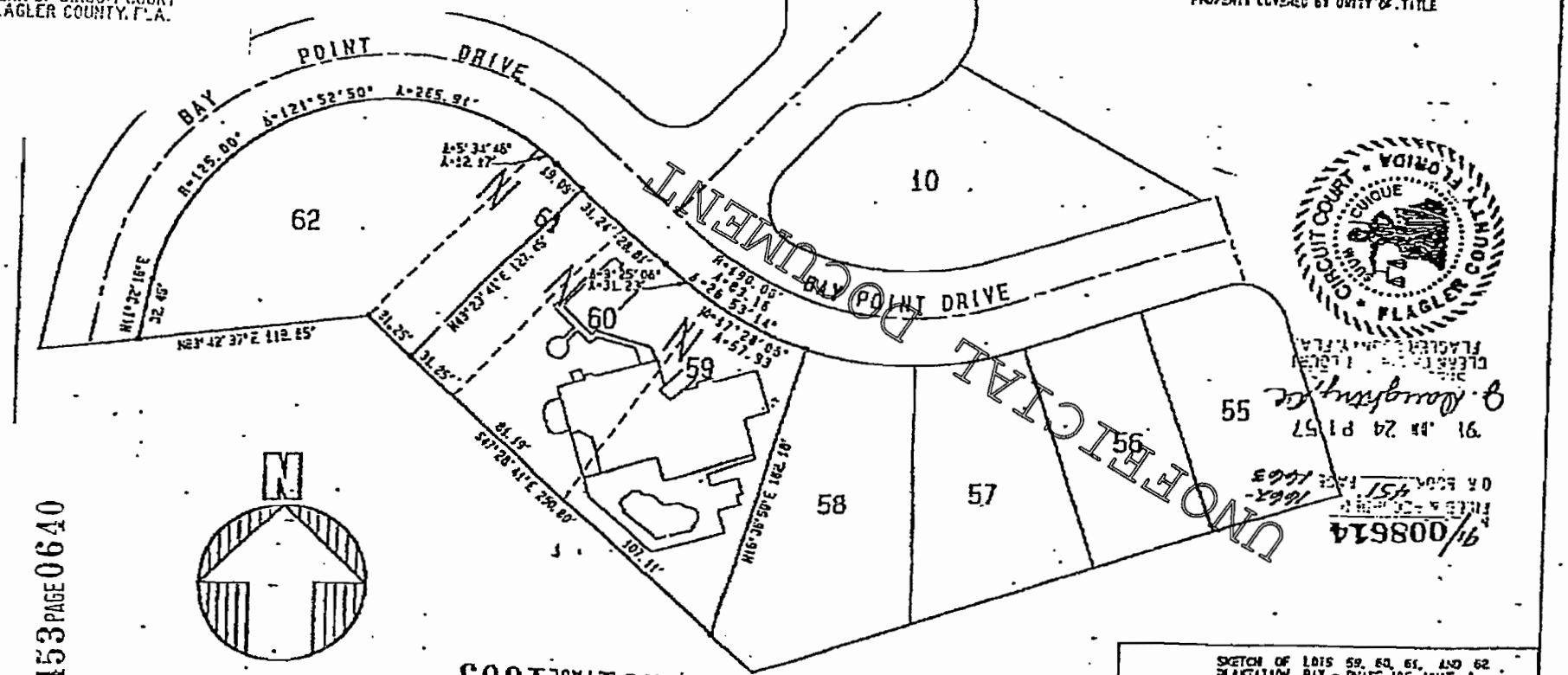
JAN-07-'00 SAT 21:22 ID: TEL NO: #034 P05

91/
NO. 010095
FILED & RECORDED
R. BOOK 453 PAGE 638-640
'91 AUG 28 P3:25
M. Williamson, DC
SHELTON E. [illegible]
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

CIRCUIT COURT * FLAGLER COUNTY FLORIDA * SUUM CUIQUE

RECEIVED
JUN 17 1991
COUNTY ENGINEER
FLAGLER COUNTY, FLA.

NOTE: LAND HOOK ( Z ) REPRESENTS PROPERTY COVERED BY UNITY OF TITLE




SKETCH OF LOTS 59, 60, 61, AND 62
PLANTATION BAY - PHASE IBF UNIT 1
AS RECORDED IN MAP BOOK 27, PAGES 62-65
PUBLIC RECORDS OF FLAGLER COUNTY,
FLORIDA

OFF REC 0453 PAGE 0640

OFF REC 0451 PAGE 1663

UNOFFICIAL DOCUMENT

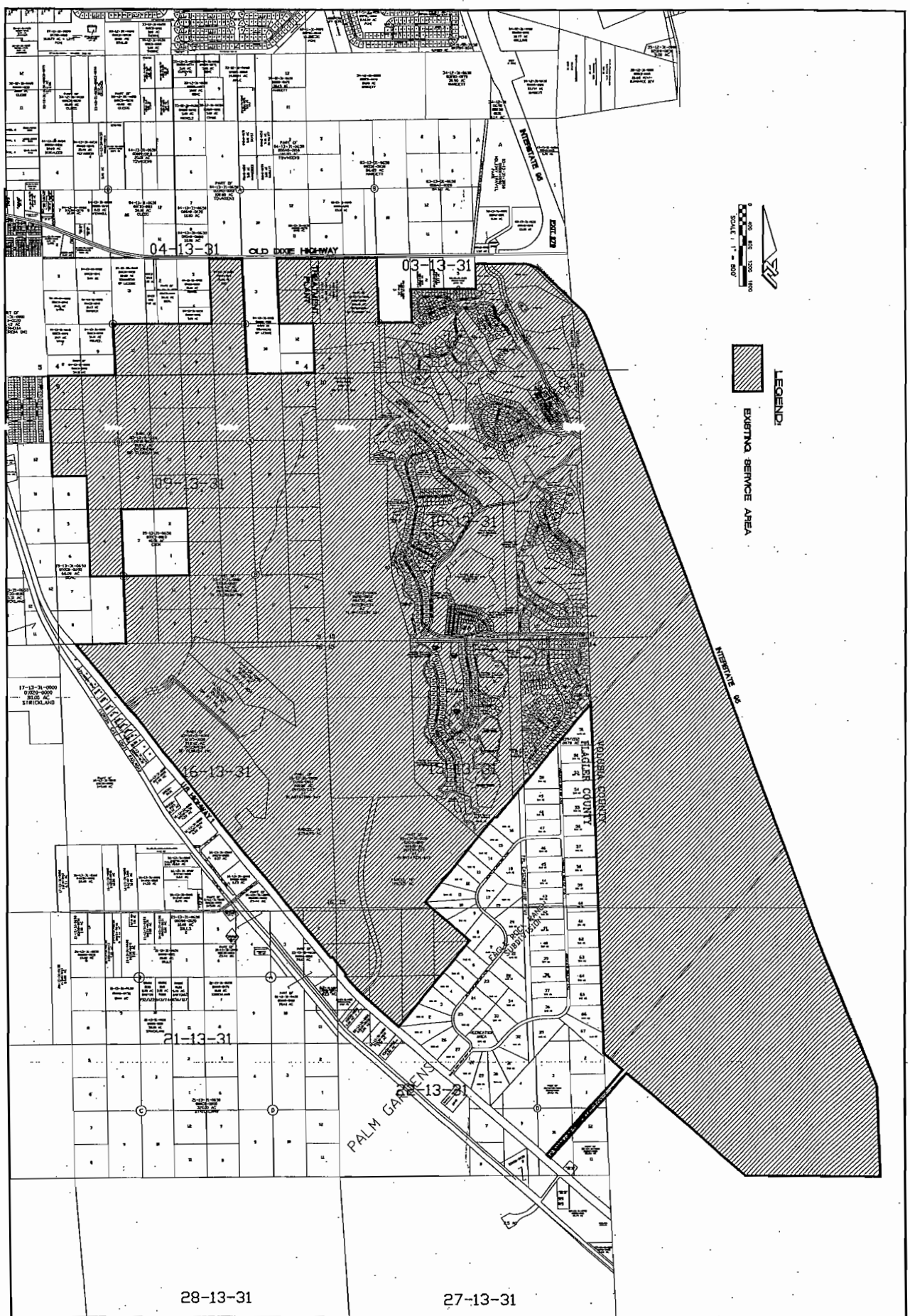
91/008614
FILED & RECORDED
OR BOOK 451 PAGE 1663-1665
'91 JUN 24 P1:57
G. Daughtry, DC
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

EXHIBIT "A"

**APPENDIX "B-2"**

**SERVICE TERRITORY**

See Attached Composite




ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 54046 | DRAFTED BY: BJM
ISSUE DATE: 2/22/08 | CHECKED BY: SCH
DESIGNED BY: MHL | DRAWING FILE: 54046EXHIBIT

PLANTATION BAY UTILITY CO.

EXISTING SERVICE AREA

FLAGLER COUNTY FLORIDA

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|

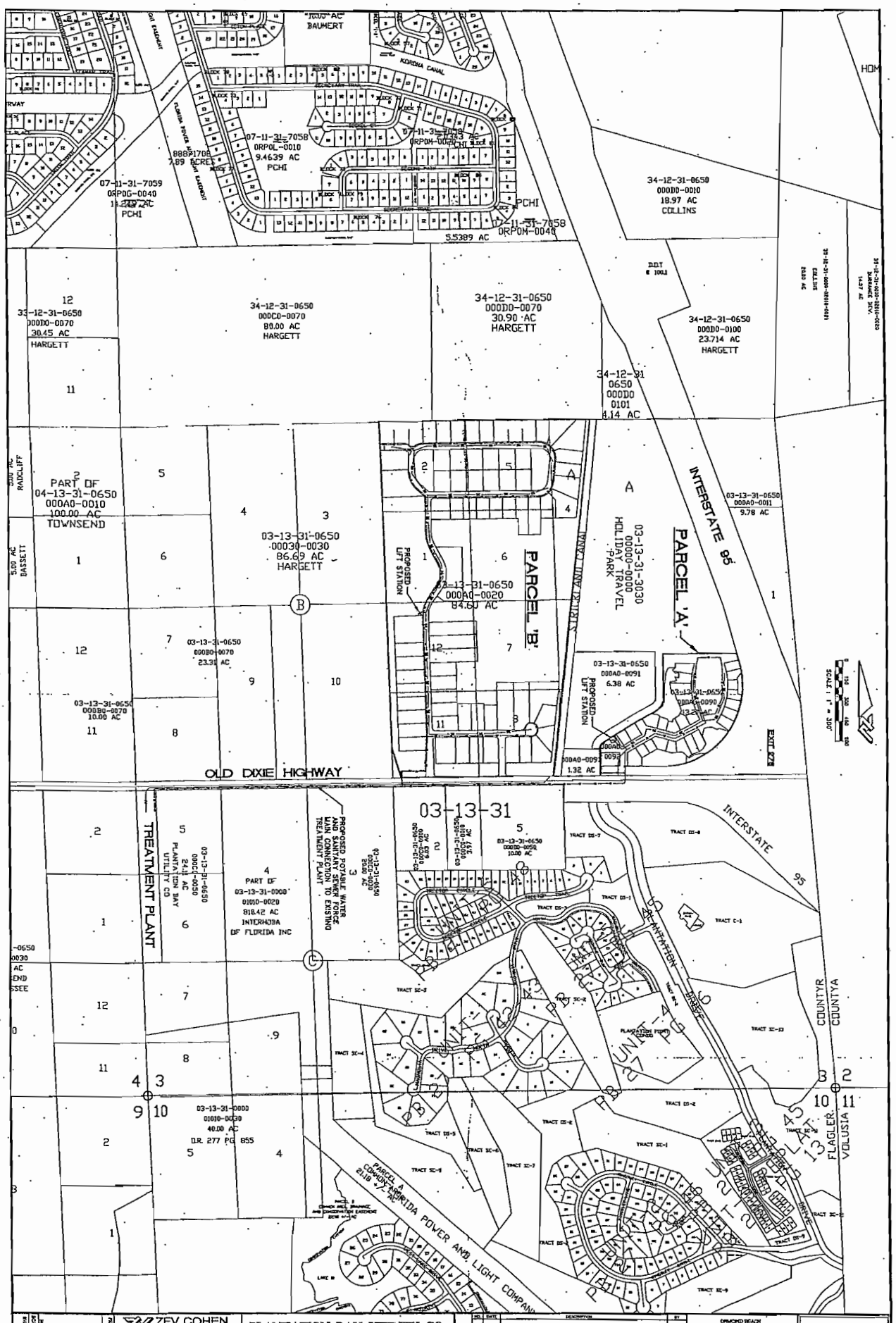
REVISIONS

ORMOND BEACH
88 BETON TRAIL, ORMOND BEACH, FL 32176
(386) 677-3402 FAX (386) 677-2505

ST. AUGUSTINE
4475 U.S. 1 S. STE # 801 ST. AUGUSTINE, FL 32086
(904) 797-1010 FAX (904) 797-4199

AMELIA ISLAND
402 CENTRE ST. STE # ONE FERNANDINA BCH, FL 32034
(904) 491-5436 FAX (904) 491-5479

SCALE: 1" = 500'
SHEET 1 OF 3
FILE LOCATION S1-7


PLANTATION BAY UTILITY CO.
PROPOSED SERVICE AREA
ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
FLAGLER COUNTY
FLORIDA
PARCEL 'A'
PARCEL 'B'
INTERSTATE 95
OLD DIXIE HIGHWAY
TREATMENT PLANT
PROPOSED LIFT STATION
PROPOSED POTABLE WATER AND SANITARY SEWER FORCE MAIN TO CONNECT TO EXISTING TREATMENT PLANT
PLANTATION BAY UTILITY CO
INTERHOBA OF FLORIDA INC
HOLIDAY TRAVEL PARK
COLLINS
HARGETT
TOWNSEND
BAUMERT
RADCLIFF
BASSETT
FLORIDA POWER AND LIGHT COMPANY
KOROVA CANAL
COUNTYR
COUNTYA
FLAGLER
VOLUSIA

NAME OF COMPANY Plantation Bay Utility Co. Original Sheet No. 3.1

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

DOCKET No. 850616-WS
Order No. 15507
Sheet 3

APPENDIX 'A'

PLANTATION BAY

NORTH PARCEL

A PORTION OF SECTIONS 2, 3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 21, AND 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA AND FLAGLER COUNTIES, FLORIDA, BEING A PART OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A PART OF FLEETWOOD TERRACE, UNIT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF SAID SECTION 22, RUN S89°24'20"W ALONG THE SOUTH LINE OF SAID SECTION 22 A DISTANCE OF 757.22 FEET TO THE EASTERLY-RIGHT-OF-WAY LINE OF U.S. NO. 1, A 160 FOOT RIGHT-OF-WAY; THENCE N49°48'45"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 4538.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N49°48'45"W A DISTANCE OF 637.20 FEET TO THE P.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5619.59 FEET AND A CENTRAL ANGLE OF 8°42'32"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 854.17 FEET; THENCE N48°52'35"E A DISTANCE OF 35.00 FEET TO THE P.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5584.59 FEET AND A CENTRAL ANGLE OF 1°40'40"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 163.53 FEET TO THE P.T. OF SAID CURVE; THENCE N39°26'45"W A DISTANCE OF 276.47 FEET; THENCE S50°33'15"W A DISTANCE OF 35.00 FEET; THENCE

David Galshack
ISSUING OFFICER

Treasurer
TITLE

DESCRIPTION OF TERRITORY SERVED

N39°26'45"W A DISTANCE OF 7995.87 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N89°09'22"E ALONG SAID NORTH LINE A DISTANCE OF 999.49 FEET; THENCE N02°03'09"W ALONG THE WEST LINE OF LOT 10, BLOCK C, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION IN SAID SECTION 9, A DISTANCE OF 1320.83 FEET; THENCE N89°09'29"E ALONG THE NORTH LINE OF LOT 10 AND 12, BLOCK C, A DISTANCE OF 1325.60 FEET; THENCE N02°07'21"W ALONG THE EAST LINE OF LOT 1 AND 2, BLOCK C, A DISTANCE OF 1320.83 FEET; THENCE S89°09'35 ALONG THE NORTH LINE OF LOTS 2 AND 3, BLOCK C, A DISTANCE OF 1323.99 FEET; THENCE S02°03'09"E ALONG THE WEST LINE OF LOT 3, BLOCK C, A DISTANCE OF 1320.83 FEET; THENCE S89°09'29"W ALONG THE SOUTH LINE OF LOT 4, BLOCK C, A DISTANCE OF 662.80 FEET; THENCE N2°01'03"W ALONG THE WEST LINE OF LOT 4, BLOCK C AND LOT 9 BLOCK B, A DISTANCE OF 1981.25 FEET; THENCE S89°09'38"W ALONG THE SOUTH LINE OF LOT 7, BLOCK B AND LOT 12, BLOCK A, SAID SECTION 8 A DISTANCE OF 1396.16 FEET; THENCE N07°23'46"W A DISTANCE OF 442.07 FEET; THENCE S72°32'01"W A DISTANCE OF 267.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. NO. 1, THENCE N17°25'45"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 311.39 FEET; THENCE N89°11'55"E ALONG THE SOUTH LINE OF SAID FLEETWOOD TERRACE, UNIT NO. 1, A DISTANCE OF 310.90 FEET; THENCE N17°20'52"W A DISTANCE OF 690.36 FEET; THENCE N01°10'31"W A DISTANCE OF 235.10 FEET; THENCE S89°16'29"W A DISTANCE OF 280.00 FEET; THENCE N01°10'31"W A DISTANCE OF 425.00 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE S89°16'29"W ALONG SAID NORTH LINE A DISTANCE OF 152.45 FEET; THENCE N01°04'56"W ALONG THE WEST LINE OF LOT 10 AND 3, BLOCK D, SAID SECTION 5, A DISTANCE OF 2338.83 FEET; THENCE N89°16'21"E ALONG THE NORTH LINE OF LOTS 3 AND 2, BLOCK D A DISTANCE OF 1328.19 FEET; THENCE N89°30'43"E ALONG THE NORTH LINE OF LOT 5, BLOCK C, SAID SECTION 4, A DISTANCE OF 668.21 FEET; THENCE

David Galshack
ISSUING OFFICER

Treasurer
TITLE

## DESCRIPTION OF TERRITORY SERVED

S02°57'27"E ALONG THE EAST LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 660.00 FEET; THENCE S89°31'13"W ALONG THE SOUTH LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 666.05 FEET; THENCE S03°08'42"E ALONG THE WEST LINE OF LOTS 6, 7, AND 8, BLOCK C, A DISTANCE OF 1680.93 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N89°06'58"E ALONG THE SOUTH LINE OF LOTS 8 AND 9, BLOCK C, A DISTANCE OF 1320.73 FEET; THENCE N02°46'10"W ALONG THE EAST LINE OF LOT 9; BLOCK C, A DISTANCE OF 1011.14 FEET; THENCE N89°31'20"E ALONG THE NORTH LINE OF LOT 10, AND 12, BLOCK C, AND THE NORTH LINE OF LOT 7, BLOCK D, A DISTANCE OF 1992.53 FEET; THENCE N02°15'17"W ALONG THE WEST LINE LOT LOT 4, BLOCK D, A DISTANCE OF 1287.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE N89°30'43"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 668.21 FEET; THENCE S02°06'36"E ALONG THE EAST LINE OF LOTS 4 AND 9, BLOCK D, A DISTANCE OF 2281.18 FEET; THENCE N89°12'37"E ALONG THE SOUTH LINE OF LOTS 10 AND 11, BLOCK D, A DISTANCE OF 1324.71 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE N01°49'12"W ALONG THE EAST LINE OF LOTS 11 AND 12, BLOCK D, A DISTANCE OF 986.85 FEET; THENCE S89°31'32"W ALONG THE NORTH LINE OF LOT 12, BLOCK D, A DISTANCE OF 664.38 FEET; THENCE N01°59'23"W ALONG THE WEST LINE OF LOTS 1 AND 2, BLOCK D, A DISTANCE OF 1287.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE N89°30'43"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 668.21 FEET; THENCE N89°25'29"E A DISTANCE OF 1331.54 FEET; THENCE S01°50'51"E ALONG THE EAST LINE OF LOT 4, BLOCK C, SAID SECTION 3, A DISTANCE OF 1287.00 FEET; THENCE N89°25'46"E ALONG THE SOUTH LINE OF LOT 3, BLOCK C, A DISTANCE OF 666.09 FEET; THENCE N01°51'41"W ALONG THE WEST LINE OF LOT 1, BLOCK C, A DISTANCE OF 660.00 FEET; THENCE N89°25'12"E ALONG THE NORTH LINE OF LOT 1, BLOCK C, AND LOT 6, BLOCK D, SECTION

David Galshack
ISSUING OFFICER

Treasurer
TITLE

## DESCRIPTION OF TERRITORY SERVED

3, A DISTANCE OF 1327.75 FEET; THENCE N02°01'58"W ALONG THE WEST LINE OF LOT 4, BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE N89°25'29"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET TO THE RIGHT-OF-WAY LINE OF INTERSTATE NO. 95; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; S00°33'17"E A DISTANCE OF 133.45 FEET; THENCE N89°26'43"E A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43°52'36"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE S46°40'41"E A DISTANCE OF 1057.37 FEET TO THE P.C. OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 24°46'08"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.38 FEET; THENCE S21°54'33"E A DISTANCE OF 799.10 FEET; THENCE S20°45'47"E A DISTANCE OF 4906.02 FEET; THENCE S40°09'19"W A DISTANCE OF 5885.21 FEET TO A POINT ON THE BOUNDARY OF EAGLE ROCK RANCH SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGE 51 AND 52, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES; S88°25'01"W A DISTANCE OF 45.18 FEET; THENCE S40°09'19"W A DISTANCE OF 2189.93 FEET; THENCE S49°50'30"E A DISTANCE OF 1171.20 FEET; THENCE S40°11'28"W A DISTANCE OF 2222.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 2753.76 ACRES.

David Galshack
ISSUING OFFICER
Treasurer

TITLE

## DESCRIPTION OF TERRITORY SERVED

### PLANTATION BAY

### SOUTH PARCEL

A PORTION OF SECTIONS 14, 22, AND 23, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA AND FLAGLER COUNTIES, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE SOUTHEAST CORNER OF SAID SECTION 22, RUN S89°24'20"W ALONG THE SOUTH LINE OF SAID SECTION 22 A DISTANCE OF 757.22 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A 160 FOOT RIGHT-OF-WAY; THENCE N49°48'45"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 509.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N49°48'45"W A DISTANCE OF 100.10 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N42°45'10"E, PARALLEL WITH THE SOUTHERLY LINE OF EAGLE ROCK RANCH SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGES 51 & 52, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 2222.97 FEET; THENCE N49°48'48"W A DISTANCE OF 428.53 FEET; THENCE N40°09'19"E A DISTANCE OF 5473.32 FEET TO THE WESTERELY RIGHT-OF-WAY LINE OF INTERSTATE NO. 95, A 300 FOOT RIGHT-OF-WAY; THENCE S20°45'47"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 5003.89 FEET TO THE EAST LINE OF SAID SECTION 23; THENCE S01°53'15"E ALONG SAID EAST LINE A DISTANCE OF 1773.40 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE S89°43'25"W ALONG THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 2661.49 FEET; THENCE DEPARTING SAID LINE, RUN N49°48'48"W A DISTANCE OF 3006.16 FEET; THENCE S42°45'10"W A DISTANCE OF 2222.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 457.48 ACRES.

David Galshack
ISSUING OFFICER

Treasurer
TITLE

## DESCRIPTION OF TERRITORY SERVED

(Plantation Bay- Delgado Parcel)

(Continued from Sheet No. 3.5)

Township 13 South, Range 31 East, Volusia County, Florida

Section 11: A portion of Section 11, 14 and 23, Township 13 South, Range 31 East, Volusia County, Florida, described as follows:

From a point of reference being the Northwest corner of said Section 14, run South 02° 02' 51" East along the West line of said Section 14 a distance of 1,272.46 feet to the Point of Beginning, said Point also being the Northeast corner of Eagle Rock Subdivision, as recorded on Map Book 26, Pages 51 and 52 of the Public Records of Flagler County, Florida; thence departing said line run North 40° 11' 55" East, a distance of 2,951.39 feet to a point on the Westerly right-of-way line of Interstate No. 95, also known as State Road No. 9 a 300 foot right-of-way as laid out, thence South 20° 43' 11" East, along the Westerly right-of-way line of said Interstate No. 95 a distance of 5,421.18 feet to a point, thence departing said right-of-way line run South 40° 11' 55" West, a distance of 5,473.32 feet to a point, thence North 49° 46' 12" West a distance of 55.80 feet to a point on the West line of said Section 23 said point also being the Southeast corner of said Eagle Rock Ranch Subdivision, thence North 02° 01' 23" West along said Section line a distance of 2,951.88 feet to the Northwest corner of said Section 23, said corner also being the Southwest corner of said Section 14, thence North 02° 02' 51" West along the West line of said Section 14, a distance of 4,013.28 feet to the Point of Beginning. Parcel containing 461.39 acres, more or less.

(Continued on Sheet No. 3.7)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

## DESCRIPTION OF TERRITORY SERVED

(Old Dixie Community Park)

(Continued from Sheet No. 3.6)

Township 13 South, Range 31 East, Flagler County, Florida

Section 4: A portion of Lot 4, Block D, Section 4, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

From the Southeast Corner of said Section 4; run South 89 ° 12' 37" West along the South line of said Section 4, a distance of 1,324.71 feet; thence departing said line, run North 02° 06' 36 " West along the East line of Lot 9, Block D and Lot 4, Block D a distance of 1,628.22 feet to the POINT OF BEGINNING; thence departing said line; run South 89° 30' 43" West a distance of 666.56 feet; thence North 02° 15' 17 " West along the West line of said Lot 4, Block D, a distance of 653.01 feet to the South right-of-way line of Old Dixie Highway, a 66-foot right-of-way; thence North 89° 30' 43" East along said right-of-way line a distance of 668.21 feet; thence departing said right-of-way line; run South 02° 06' 36" East along the East line of said Lot 4, Block D a distance of 652.96 feet to the POINT OF BEGINNING. Containing 10.0 acres.

Township 13 South, Range 31 East, Flagler County, Florida

Section 4: A portion of Lot 4, Block D, Section 4, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

From the Southeast Corner of said Section 4; run South 89 ° 12' 37" West along the South line of said Section 4, a distance of 1,324.71 feet; thence departing said line, run North 02° 06' 36 " West along the East line of Lot 9, Block D, a distance of 994.19 feet to the POINT OF BEGINNING; thence continue North 02° 06' 36" West along the East line of Lot 4, Block D, a distance of a distance of 634.03 feet; thence departing said line; run South 89° 30' 43" West, a distance of 666.56 feet to the West line of said Lot 4, Block D; thence South 02° 15' 17" East along said line a distance of 633.9 feet; thence departing said line; run North 89° 31' 09" East along the South line of said Lot 4, Block D, a distance of 664.96 feet to the POINT OF BEGINNING. Containing 9.60 acres.

(Continued on Sheet No. 3.8)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

## DESCRIPTION OF TERRITORY SERVED

(The Reserve at Flagler)

(Continued from Sheet No. 3.7)

Township 13 South, Range 31 East, Flagler County, Florida

All of Lots 1, 2, 12 and part of Lot 11, Block "B" and all of Lots 5, 6, 7 and part of Lots 4, 8, and 9, Block "A", in Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, more particularly described as follows:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 89°02'02" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1995.92 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK "B" AND THE POINT OF BEGINNING; THENCE SOUTH 01°51'39" EAST ALONG THE WEST LINES OF LOTS 2, 12 AND 11 OF SAID BLOCK "B", A DISTANCE OF 2426.62 FEET TO A POINT IN THE EASTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 17°05'43" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 227.06 FEET TO A POINT IN THE NORTH LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT OF WAY IN THIS AREA (8-5-04); THENCE NORTH 89°25'11" EAST ALONG SAID NORTH LINE A DISTANCE OF 1189.89 FEET TO A POINT IN THE WESTERLY LINE OF STRICKLAND CANAL AS NOW LAID OUT AND USED; THENCE NORTH 06°25'36" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 2666.58 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 3 AND IN THE NORTH LINE OF SAID BLOCK "A", THENCE SOUTH 89°30'36" WEST ALONG SAID NORTH LINE A DISTANCE OF 968.67 FEET TO THE NORTHWEST CORNER OF SAID BLOCK "A", SAID POINT BEING ALSO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE SOUTH 89°02'02" WEST ALONG THE NORTH LINE OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID LOT 2, BLOCK "B", A DISTANCE OF 665.31 FEET TO THE POINT OF BEGINNING, CONTAINING 87.459 ACRES MORE OR LESS.

(Continued on Sheet No. 3.9)

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

## DESCRIPTION OF TERRITORY SERVED

(Dixie Commons)

(Continued from Sheet No. 3.8)

Township 13 South, Range 31 East, Flagler County, Florida

A portion of Lots 9, 10, 11 and 12, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision, as per map or plat of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, described as follows:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE RUN SOUTH 05°04'03" EAST ALONG THE EASTERLY LINE OF SAID SECTION 3, FOR A DISTANCE OF 2685.39 FEET TO THE CENTERLINE OF OLD DIXIE HIGHWAY; THENCE DEPARTING SAID EASTERLY LINE, SOUTH 89°23'27" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1390.77 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 00°36'33" WEST FOR A DISTANCE OF 33.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY ( A VARIABLE WIDTH RIGHT-OF-WAY) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89°23'27" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 199.60 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 00°38'47" WEST FOR A DISTANCE OF 199.52 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 55.04 FEET, A RADIUS OF 52.56 FEET, A CENTRAL ANGLE OF 60°00'00", A CHORD BEARING OF NORTH 29°21'13" EAST, AND A CHORD DISTANCE OF 52.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 59°21'13" EAST FOR A DISTANCE OF 118.90 FEET; THENCE NORTH 59°23'27" EAST FOR A DISTANCE OF 346.47 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 117.89 FEET, A RADIUS OF 112.58 FEET, A CENTRAL ANGLE OF 60°00'00", A CHORD BEARING OF NORTH 29°28'26" EAST AND A CHORD DISTANCE OF 112.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°36'33" WEST FOR A DISTANCE OF 324.38 FEET; THENCE NORTH 89°23'26" EAST FOR A DISTANCE OF 573.05 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 OFF RAMP ( A LIMITED ACCESS RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) THENCE SOUTH 16°19'04" EAST FOR A DISTANCE OF 71.22 FEET TO A POINT OF CURVATURE; (2) THENCE ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 1106.98 FEET, A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 105°42'30", A CHORD BEARING OF SOUTH 36°32'12" WEST AND A CHORD DISTANCE OF 956.52 FEET TO A POINT OF TANGENCY; (3) THENCE SOUTH 89°23'27" WEST FOR A DISTANCE OF 300.00 FEET; (4) THENCE SOUTH 00°36'33" EAST FOR A DISTANCE OF 69.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. CONTAINING 591,003.45 SQUARE FEET OR 13.568 ACRES, MORE OR LESS.

DOUGLAS R. ROSS, JR.
Issuing Officer

VICE PRESIDENT
Title

# APPENDIX "C"

## TREATMENT PLANTS, ETC.

See Attached Composite

PLANTATION BAY UTILITY COMPANY
FIRE HYDRANT LIST

**LIST EXCLUDES HYDRANTS IN PARTIALLY DEVELOPED SECTIONS 2AF6 and PB DRIVE EXTENSION** 1/23/12

| Sort | Num | Location | Community | Lot | Flusher Attach | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | | 12 Jasmine Run | Jasmine Run | | | | | | | | |
| A | | 24 Jasmine Run | Jasmine Run | | | | | | | | |
| A | | 3 Jasmine Run Blowoff | Jasmine Run | | | | | | | | |
| A | | 1 Kingsley Circle | Kingsley | | | | | | | | |
| A | | 13 Kingsley Circle | Kingsley | | | | | | | | |
| A | | 20 Kingsley Circle | Kingsley | | | | | | | | |
| A | | 27 Kingsley Circle Blowoff | Kingsley | | | | | | | | |
| A | | 28 Kingsley Circle | Kingsley | | YES | | | | | | |
| A | | 34 Kingsley Circle | Kingsley | | | | | | | | |
| A | | 4 Kingsley Circle | Kingsley | | | | | | | | |
| A | | 40 Kingsley Circle | Kingsley | | | | | | | | |
| A | | 67 Kingsley Lane | Kingsley | | | | | | | | |
| A | | 71 Kingsley Lane Blowoff | Kingsley | | | | | | | | |
| A | | 81 Kingsley Place Blowoff | Kingsley | | | | | | | | |
| A | | 9 Kingsley Circle Blowoff | Kingsley | | | | | | | | |
| A | | Plantation Bay Dr. into Kingsley | Kingsley | open | | | | | | | |
| A | | 23 Landings Lane | Landings | | | | | | | | |
| A | | 35 Landings Lane Blowoff | Landings | | | | | | | | |
| A | | Plantation Bay near Landings | Landings | open | | | | | | | |
| A | | 1 Magnolia Dr. North | Magnolia Estates | | | | | | | | |
| A | | 12 Magnolia Drive North | Magnolia Estates | | | | | | | | |
| A | | 15 Magnolia Dr. North | Magnolia Estates | | | | | | | | |
| A | | 22 Magnolia Dr. North Blowoff | Magnolia Estates | | | | | | | | |
| A | | 27 Magnolia Dr. North | Magnolia Estates | | | | | | | | |
| A | | 7 Magnolia Dr. North Blowoff | Magnolia Estates | | | | | | | | |
| A | | 10 Magnolia Dr. South | Plantation Point | | | | | | | | |
| A | | 29 Magnolia Dr. South | Plantation Point | | | | | | | | |
| A | | 46 Magnolia Dr. South | Plantation Point | | | | | | | | |
| A | | 1 Treetop Blowoff | Treetop | | | | | | | | |
| A | | 5 Treetop Trail | Treetop | | | | | | | | |
| A | | 11 Treetop Trail | Treetop | | | | | | | | |
| A | | 19 Treetop Circle | Treetop | | | | | | | | |
| A | | 28 Treetop Circle | Treetop | | | | | | | | |
| A | | 36 Treetop Circle | Treetop | | | | | | | | |
| A | | Magnolia Dr. North near JR20 | | open | | | | | | | |
| A | | Magnolia Dr. So. off Plan Bay Dr. | | open | | | | | | | |
| A | | Magnolia No. next to lift station | | open | | | | | | | |
| A | | Near front of Sales Office bldg | | open | | | | | | | |
| A | | Plan Bay Dr. across fr Tennis #1 | | open | | | | | | | |
| A | | Plan Bay Dr. across fr Tennis #2 | | open | | | | | | | |
| A | | Tennis Club parking lot | | open | | | | | | | |

PLANTATION BAY UTILITY COMPANY
FIRE HYDRANT LIST

**LIST EXCLUDES HYDRANTS IN PARTIALLY DEVELOPED SECTIONS 2AF6 and PB DRIVE EXTENSION** 1/23/12

| Sort | Num | Location | Community | Lot | Flusher Attach | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| B | | 24 Bay Pointe Drive blowoff | Bay Point | | | | | | | | |
| B | | 33 Bay Pointe Drive blowoff | Bay Point | | | | | | | | |
| B | | 38 Bay Pointe Drive | Bay Point | | | | | | | | |
| B | | 46 Bay Pointe Drive blowoff | Bay Point | | | | | | | | |
| B | | 55 Bay Pointe Drive | Bay Point | | | | | | | | |
| B | | 60 Bay Pointe Drive | Bay Point | | | | | | | | |
| B | | Bay Drive b/f lot 62 | Bay Point | open | | | | | | | |
| B | | 500 Oyster Bay | Fairway Estates | | | | | | | | |
| B | | 513 Oyster Bay | Fairway Estates | | | | | | | | |
| B | | 609 Moss Creek Dr. | Fairway Estates | | | | | | | | |
| B | | 702 Dolphin Head | Fairway Estates | | | | | | | | |
| B | | 708 Dolphin Head | Fairway Estates | | | | | | | | |
| B | | 710 Dolphin Head | Fairway Estates | | | | | | | | |
| B | | 722 Dolphin Head | Fairway Estates | | | | | | | | |
| B | | 402 Long Cove Ct. | Lago Grande | | | | | | | | |
| B | | 408 Seabrook Lane | Lago Grande | | | | | | | | |
| B | | 415 Long Cove | Lago Grande | | | | | | | | |
| B | | 429 Harbour Town Lane | Lago Grande | | | | | | | | |
| B | | 441 Long Cove | Lago Grande | | YES | | | | | | |
| B | | Plantation Bay Dr. at Seabrook | Lago Grande | | | | | | | | |
| B | | 14 Gale Lane | Lakewood | | | | | | | | |
| B | | 40 Gale Lane across street | Lakewood | open | | | | | | | |
| B | | 9 Gale Lane | Lakewood | | | | | | | | |
| B | | Lakewood Dr. entrance | Lakewood | open | | | | | | | |
| B | | 801 Arbor Glen Court | Oakbrook Estates | | | | | | | | |
| B | | 813 Millstream Lane | Oakbrook Estates | | | | | | | | |
| B | | 901 Brookridge Lane | Oakbrooke Villas | open | | | | | | | |
| B | | 911 Woodstream Lane | Oakbrooke Villas | | | | | | | | |
| B | | 915 Woodstream Lane | Oakbrooke Villas | | | | | | | | |
| B | | 923 Woodstream Lane | Oakbrooke Villas | | YES | | | | | | |
| B | | Bay Drive @ golf maint bldg. | | open | | | | | | | |
| B | | Bay Drive near Drive Range | | open | | | | | | | |
| B | | Club de BonMont parking lot | | open | | | | | | | |
| B | | Plantation Bay Dr. at old Bay Dr | | open | | | | | | | |
| B | | Plantation Bay Dr. Bay Drive #1 | | open | | | | | | | |
| B | | Plantation Bay Dr. Bay Drive #2 | | open | | | | | | | |

PLANTATION BAY UTILITY COMPANY
FIRE HYDRANT LIST

**LIST EXCLUDES HYDRANTS IN PARTIALLY DEVELOPED SECTIONS 2AF6 and PB DRIVE EXTENSION** 1/23/12

| Sort | Num | Location | Community | Lot | Flusher Attach | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| C | | 1010 Lakebridge Dr. | Westlake 1 | | | | | | | | |
| C | | 1016 Lakebridge Dr.& Stone Lk | Westlake 1 | corner | | | | | | | |
| C | | 1022 Stone Lake Dr. | Westlake 1 | | | | | | | | |
| C | | 1039 Stone Lake Dr. | Westlake 1 | | | | | | | | |
| C | | 801 Westlake Dr. | Westlake 1 | | | | | | | | |
| C | | 807 Westlake Dr. | Westlake 1 | | | | | | | | |
| C | | 811 Westlake Dr | Westlake 1 | | | | | | | | |
| C | | 820 Westlake Dr. | Westlake 1 | | | | | | | | |
| C | | 826 Westlake Dr. | Westlake 1 | | | | | | | | |
| C | | 844 Westlake Dr. | Westlake 1 | | | | | | | | |
| C | | 851 Westlake Dr. | Westlake 1 | | | | | | | | |
| C | | Westlake Dr. & Stone Lake | Westlake 1 | 35 | | | | | | | |
| C | | 802 Westwood Dr. | Westlake 2 | | | | | | | | |
| C | | 806 Westwood Dr. | Westlake 2 | | | | | | | | |
| C | | 939 Stone Lake Dr. | Westlake 2 | | | | | | | | |
| C | | 953 Stone Lake Dr. | Westlake 2 | | | | | | | | |
| C | | 967 Stone Lake Dr. | Westlake 2 | | | | | | | | |
| C | | 984 Stone Lake Dr. | Westlake 2 | | | | | | | | |
| C | | 996 Stone Lake Dr. | Westlake 2 | | | | | | | | |
| C | | Stone Lake Dr. & Bay Dr. | Westlake 2 | 19 | | | | | | | |
| C | | 704 Cobblestone Way | Westlake 3 TH | | | | | | | | |
| C | | 724 Cobblestone Way | Westlake 3 TH | | | | | | | | |
| C | | 774 Cobblestone Way | Westlake 3 TH | | | | | | | | |
| C | | 779 Cobblestone Way | Westlake 3 TH | | | | | | | | |

PLANTATION BAY UTILITY COMPANY
FIRE HYDRANT LIST

**LIST EXCLUDES HYDRANTS IN PARTIALLY DEVELOPED SECTIONS 2AF6 and PB DRIVE EXTENSION** 1/23/12

| Sort | Num | Location | Community | Lot | Flusher Attach | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| D | | 102 Bay Lake Dr Blow Off ?? | Bay Isles | | | | | | | | |
| D | | 30 Bay Court | Bay Isles | | | | | | | | |
| D | | 36 Meadowbrook Lane | Bay Isles | | | | | | | | |
| D | | 48 Meadowbrook Lane | Bay Isles | | YES | | | | | | |
| D | | 59 Villa Lago Lane | Bay Isles | | | | | | | | |
| D | | 65 Bay Lake Drive | Bay Isles | | | | | | | | |
| D | | 69 Bridgewater Lane | Bay Isles | | | | | | | | |
| D | | 73 Bridgewater Lane | Bay Isles | | | | | | | | |
| D | | 9 Villa Lago Lane | Bay Isles | | | | | | | | |
| D | | 95 Bay Lake Dr. | Bay Isles | | YES | | | | | | |
| D | | Elk River Drive | Westlake 5 | 42 | | | | | | | |
| D | | Elk River Drive | Westlake 5 | 46 | | | | | | | |
| D | | Elk River Drive | Westlake 5 | 54 | | | | | | | |
| D | | Elk River Drive | Westlake 5 | 61 | | | | | | | |
| D | | Elk River Drive | Westlake 5 | 69 | | | | | | | |
| D | | Elk River Drive | Westlake 5 | 76 | | | | | | | |
| D | | Southlake Drive | Westlake 5 | 106 | | | | | | | |
| D | | Southlake Drive | Westlake 5 | 113 | | | | | | | |
| D | | Southlake Drive | Westlake 5 | 119 | | | | | | | |
| D | | Southlake Drive | Westlake 5 | 123 | | | | | | | |
| D | | Southlake Drive | Westlake 5 | 129 | | | | | | | |
| D | | Southlake Drive | Westlake 5 | 134 | | | | | | | |
| D | | Southlake Drive | Westlake 5 | 140 | | | | | | | |
| D | | Sterling Bridge Drive @ Bay Dr | Westlake 6 | open | | | | | | | |
| D | | Bay Drive Ext (future dev) #1 | Westlake 7 | open | | | | | | | |
| D | | Bay Drive Ext (future dev) #2 | Westlake 7 | open | | | | | | | |
| D | | Bay Drive Ext (future dev) #3 | Westlake 7 | open | | | | | | | |
| D | | 421 Wingspan Dr. | Woodbridge Est | | | | | | | | |
| D | | 611 Woodbridge Dr. | Woodbridge Est | | | | | | | | |
| D | | 645 Woodbridge Dr. | Woodbridge Est | | | | | | | | |
| D | | Wingspan Dr. | Woodbridge Est | 52 | | | | | | | |
| D | | Wingspan Dr. | Woodbridge Est | 55 | | | | | | | |
| D | | Wingspan Dr. | Woodbridge Est | 96 | | | | | | | |
| D | | Wingspan Dr. | Woodbridge Est | 101 | | | | | | | |
| D | | Wingspan Dr. | Woodbridge Est | 106 | | | | | | | |
| D | | Wingspan Dr. near lot 92 | Woodbridge Est | open | | | | | | | |
| D | | Woodbridge Dr. | Woodbridge Est | 36 | | | | | | | |
| D | | Woodbridge Dr. | Woodbridge Est | 41 | | | | | | | |
| D | | Woodbridge Dr. | Woodbridge Est | 51 | | | | | | | |
| D | | Woodbridge Court | Woodbridge Est. | 20 | | | | | | | |

PLANTATION BAY UTILITY COMPANY
FIRE HYDRANT LIST

**LIST EXCLUDES HYDRANTS IN PARTIALLY DEVELOPED SECTIONS 2AF6 and PB DRIVE EXTENSION** 1/23/12

| Sort | Num | Location | Community | Lot | Flusher Attach | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| E | | 1004 Hampstead Lane | Prestwick 1 | | | | | | | | |
| E | | 1010 Hampstead Lane | Prestwick 1 | | | | | | | | |
| E | | 1022 Hampstead Lane | Prestwick 1 | | | | | | | | |
| E | | 1028 Hampstead Lane | Prestwick 1 | | | | | | | | |
| E | | 1039 Hampstead Lane | Prestwick 1 | | | | | | | | |
| E | | 1045 Hampstead Lane | Prestwick 1 | | | | | | | | |
| E | | 1052 Hampstead Lane | Prestwick 1 | | | | | | | | |
| E | | Prestwick Golf Club | Prestwick 1 | open | | | | | | | |
| E | | 1062 Hampstead Lane | Prestwick 2 | | | | | | | | |
| E | | 1068 Hampstead Lane | Prestwick 2 | | | | | | | | |
| E | | 1076 Hampstead Lane | Prestwick 2 | | | | | | | | |
| E | | 1077 Hampstead Lane | Prestwick 2 | | | | | | | | |
| E | | 1083 Hampstead Lane | Prestwick 2 | | | | | | | | |
| E | | 1090 Hampstead Lane | Prestwick 2 | | | | | | | | |
| E | | 1096 Hampstead Lane | Prestwick 2 | | | | | | | | |
| E | | 1107 Oxbridge Lane | Prestwick 2 | | | | | | | | |
| E | | 1113 Oxbridge Lane | Prestwick 2 | | | | | | | | |
| E | | Near Hampstead Lift Station | Prestwick 2 | open | | | | | | | |
| E | | Redboume Lane | Prestwick 3 | 126 | | | | | | | |
| E | | 1309 Dovercourt Lane | Prestwick 3 | | | | | | | | |
| E | | 1328 Dovercourt Lane | Prestwick 3 | | | | | | | | |
| E | | 1330 Redbourne Lane | Prestwick 3 | | | | | | | | |
| E | | 1338 Redbourne Lane | Prestwick 3 | | | | | | | | |
| E | | 1340 Dovercourt Lane | Prestwick 3 | | | | | | | | |
| E | | Castlehawk Lane | Prestwick 3 | 158 | | | | | | | |
| E | | Castlehawk Lane | Prestwick 3 | 161 | | | | | | | |
| E | | Castlehawk Lane | Prestwick 3 | 166 | | | | | | | |

PLANTATION BAY UTILITY COMPANY
FIRE HYDRANT LIST

**LIST EXCLUDES HYDRANTS IN PARTIALLY DEVELOPED SECTIONS 2AF6 and PB DRIVE EXTENSION** 1/23/12

| Sort | Num | Location | Community | Lot | Flusher Attach | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| F | | 1125 Hartbourne Lane | Prestwick 5 | | | | | | | | |
| F | | 1217 Sunningdale Lane | Prestwick 5 | | YES | | | | | | |
| F | | 1241 Sunningdale Lane | Prestwick 5 | | | | | | | | |
| F | | 1273 Sunningdale Lane | Prestwick 5 | | | | | | | | |
| F | | 1297 Sunningdale Lane | Prestwick 5 | | | | | | | | |
| F | | 1352 Sunningdale Lane | Prestwick 5 | | | | | | | | |
| F | | 1384 Sunningdale Lane | Prestwick 5 | | | | | | | | |
| F | | 1424 Sunningdale Lane | Prestwick 5 | | | | | | | | |
| F | | 1453 Sunningdale Lane | Prestwick 5 | | | | | | | | |
| F | | Corner Aldenham & Hampstead | Prestwick 5 | open | | | | | | | |
| F | | 1200 Ashridge Lane | Prestwick 6 | | | | | | | | |
| F | | 1208 Hampstead Lane | Prestwick 6 | | | | | | | | |
| F | | 1222 Hampstead Lane | Prestwick 6 | | | | | | | | |
| F | | 1234 Hampstead Lane | Prestwick 6 | | | | | | | | |
| F | | 1244 Hampstead Lane | Prestwick 6 | | | | | | | | |
| F | | 1218 Crown Pointe Lane | Prestwick 7 | | | | | | | | |
| F | | 1236 Crown Pointe Lane | Prestwick 7 | | | | | | | | |
| F | | 1252 Crown Pointe Lane | Prestwick 7 | | | | | | | | |
| F | | 1257 Royal Pointe Lane | Prestwick 7 | | | | | | | | |
| F | | 1262 Crown Pointe Lane | Prestwick 7 | | | | | | | | |
| F | | 1288 Royal Pointe Lane | Prestwick 7 | | | | | | | | |

PLANTATION BAY UTILITY COMPANY
FIRE HYDRANT LIST

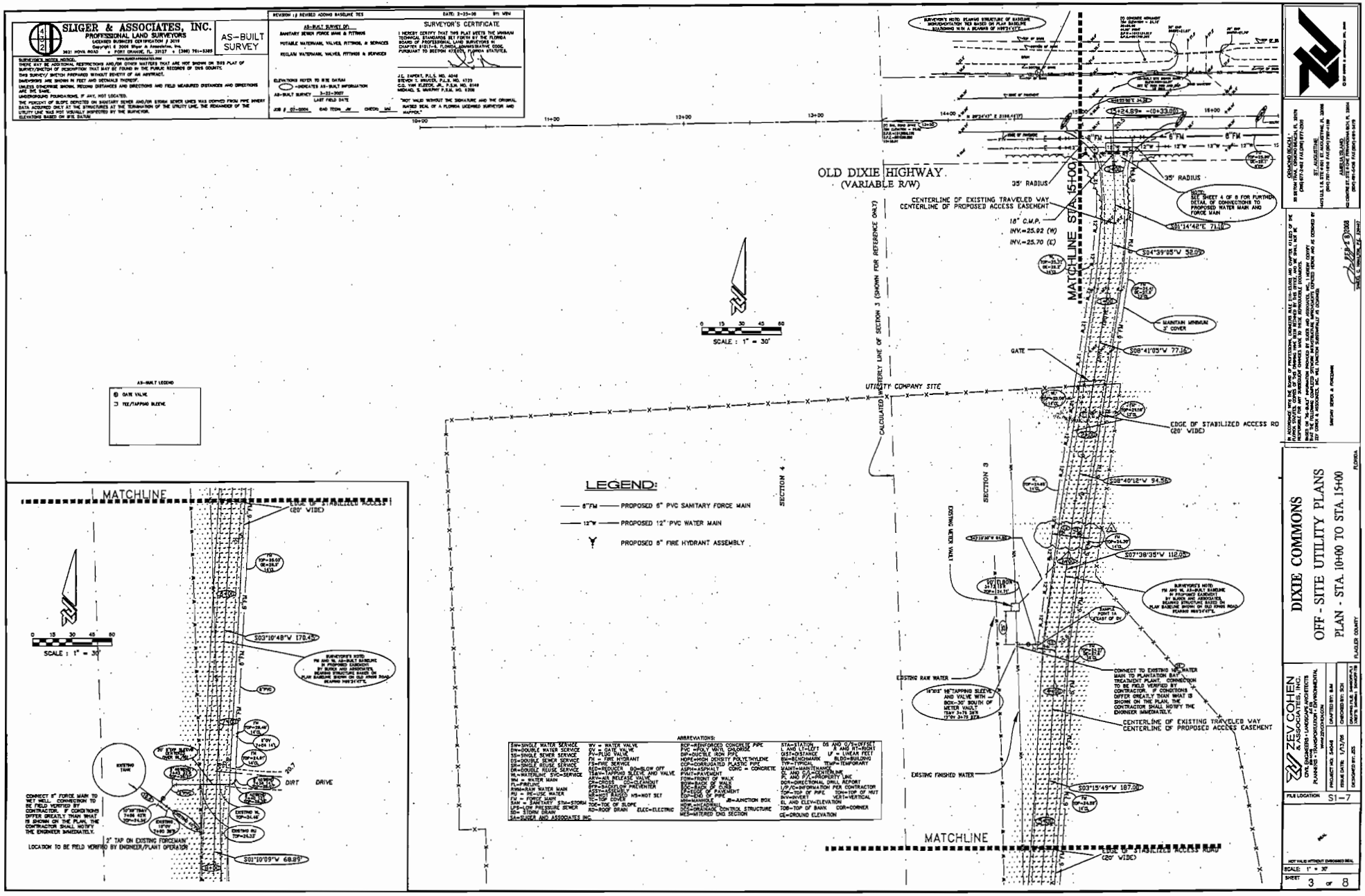
**LIST EXCLUDES HYDRANTS IN PARTIALLY DEVELOPED SECTIONS 2AF6 and PB DRIVE EXTENSION** 1/23/12

| Sort | Num | Location | Community | Lot | Flusher Attach | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| G | | Aldenham Blowoff | Prestwick 10 | 35 | | | | | | | |
| G | | Aldenham Lane | Prestwick 10 | 9 | | | | | | | |
| G | | Aldenham Lane | Prestwick 10 | 47 | | | | | | | |
| G | | Aldenham Lane | Prestwick 10 | 55 | | | | | | | |
| G | | Aldenham Lane | Prestwick 10 | 60 | | | | | | | |
| G | | Aldenham Lane | Prestwick 10 | 41 | YES | | | | | | |
| G | | 1101 Hansberry Court | Prestwick 8 | | | | | | | | |
| G | | 1131 Hansberry Court | Prestwick 8 | | | | | | | | |
| G | | 1153 Kilkenny Lane | Prestwick 8 | | | | | | | | |
| G | | 1160 Kilkenny Lane | Prestwick 8 | | YES | | | | | | |
| G | | 1306 Hansberry Lane | Prestwick 8 | | | | | | | | |
| G | | 1332 Hansberry Lane | Prestwick 8 | | | | | | | | |
| G | | 1224 Harwick Lane | Prestwick 9 | | | | | | | | |
| G | | 1252 Harwick Lane | Prestwick 9 | | | | | | | | |
| G | | 1280 Harwick Lane | Prestwick 9 | | | | | | | | |
| G | | 1320 Harwick Lane | Prestwick 9 | | YES | | | | | | |
| G | | 549 Aldenham Lane | Prestwick 9 | | | | | | | | |
| G | | 576 Aldenham Lane | Prestwick 9 | | | | | | | | |
| G | | 661 Aldenham Lane | Prestwick 9 | | | | | | | | |
| G | | Aldenham / near lift station | Prestwick 9 | open | | | | | | | |
| G | | Aldenham Lane | Prestwick 9 | 62 | | | | | | | |
| G | | Harwick Lane | Prestwick 9 | 34 | | | | | | | |
| G | | Henlow Lane | Prestwick 9 | 2 | | | | | | | |
| G | | 1103 Kilkenny Lane | Prestwick 11 | | | | | | | | |
| G | | 1059 Kilkenny Lane | Prestwick 11 | | | | | | | | |
| G | | 1027Kilkenny Lane | Prestwick 11 | | | | | | | | |
| G | | 1212 Kilkenny Court | Prestwick 11 | | | | | | | | |
| G | | 1228 Kilkenny Court | Prestwick 11 | | | | | | | | |
| | | | | | | | | | | | |

PLANTATION BAY UTILITY COMPANY
FIRE HYDRANT LIST

**LIST EXCLUDES HYDRANTS IN PARTIALLY DEVELOPED SECTIONS 2AF6 and PB DRIVE EXTENSION** 1/23/12

| Sort | Num | Location | Community | Lot | Flusher Attach | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| **OFFSITE HYDRANTS** | | | | | | | | | | | |
| | | Caroline Street | Dixie Commons | NW | | | | | | | |
| | | Caroline Street | Dixie Commons | 3 | | | | | | | |
| | | Caroline Street | Dixie Commons | 10 | | | | | | | |
| | | Caroline Street | Dixie Commons | 15 | | | | | | | |
| | | Caroline Street | Dixie Commons | 18 | | | | | | | |
| | | Caroline Street | Dixie Commons | 23 | | | | | | | |
| | | Caroline Street | Dixie Commons | 27 | | | | | | | |
| | | Deer Park Drive | Plantation Estates | 1 | | | | | | | |
| | | Deer Park Drive | Plantation Estates | 5 | | | | | | | |
| | | Deer Park Drive | Plantation Estates | L.S. | | | | | | | |
| | | Deer Park Drive | Plantation Estates | wetland | | | | | | | |
| | | Humming Bird Circle | Plantation Estates | 12 | | | | | | | |
| | | Humming Bird Circle | Plantation Estates | 16 | | | | | | | |
| | | Blue Heron Loop | Plantation Estates | 35 | | | | | | | |
| | | Blue Heron Loop | Plantation Estates | 38 | | | | | | | |
| | | Blue Heron Loop | Plantation Estates | 50 | | | | | | | |
| | | Blue Heron Loop | Plantation Estates | 57 | | | | | | | |
| | | Deer Field Lane | Plantation Estates | 61 | | | | | | | |
| | | | | | | | | | | | |


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
AS-BUILT SURVEY
SURVEYOR'S CERTIFICATE
OLD DIXIE HIGHWAY
(VARIABLE R/W)
MATCHLINE STA. 15+00
CENTERLINE OF EXISTING TRAVELED WAY
CENTERLINE OF PROPOSED ACCESS EASEMENT
35' RADIUS
EDGE OF STABILIZED ACCESS RD (20' WIDE)
UTILITY COMPANY SITE
CALCULATED EASTERLY LINE OF SECTION 3 (SHOWN FOR REFERENCE ONLY)
SECTION 3
SECTION 4
LEGEND:
8"FM PROPOSED 8" PVC SANITARY FORCE MAIN
12"W PROPOSED 12" PVC WATER MAIN
PROPOSED 8" FIRE HYDRANT ASSEMBLY
AS-BUILT LEGEND
GATE VALVE
TEE/TAPPING SLEEVE
SCALE : 1" = 30'
MATCHLINE
DIRT DRIVE
EXISTING RAW WATER
EXISTING FINISHED WATER
MAINTAIN MINIMUM 3' COVER
GATE
ABBREVIATIONS:
DIXIE COMMONS
OFF - SITE UTILITY PLANS
PLAN - STA. 10+00 TO STA. 15+00
FLAGLER COUNTY
ZEV COHEN & ASSOCIATES, INC.
FILE LOCATION S1-7
SCALE: 1" = 30'
SHEET 3 OF 8

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION # 3919
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AS-BUILT SURVEY

SURVEYOR'S NOTES: (CONT.)
THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
THIS SURVEY/ SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
THE PERCENT OF SLOPE DEPICTED ON SANITARY SEWER AND/OR STORM SEWER LINES WAS DERIVED FROM PIPE INVERT DATA ACCUMED ONLY AT THE STRUCTURES AT THE TERMINATION OF THE UTILITY LINE. THE REMAINDER OF THE UTILITY LINE WAS NOT VISUALLY INSPECTED BY THE SURVEYOR.
ELEVATIONS BASED ON SITE DATUM

REVISION 1.) ADDED BASELINE TIES — DATE: 2-28-08 — BY: MSH

AS-BUILT SURVEY OF:
SANITARY SEWER FORCE MAIN & FITTINGS
POTABLE WATERMAIN, VALVES, FITTINGS, & SERVICES

ELEVATIONS REFER TO SITE DATUM
(●) -INDICATES AS-BUILT INFORMATION
AS-BUILT SURVEY 2-21-2007
LAST FIELD DATE
JOB # 07-0004 CAD TECH: JW CHECK: MH

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS NOT FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. SLIGER, P.L.S. NO. 4046
STEVEN T. GOUDIE, P.L.S. NO. 4733
C.S. VAN KLEECK, JR., P.S.M. NO. 6149
MICHAEL S. MURPHY P.S.M. NO. 6208

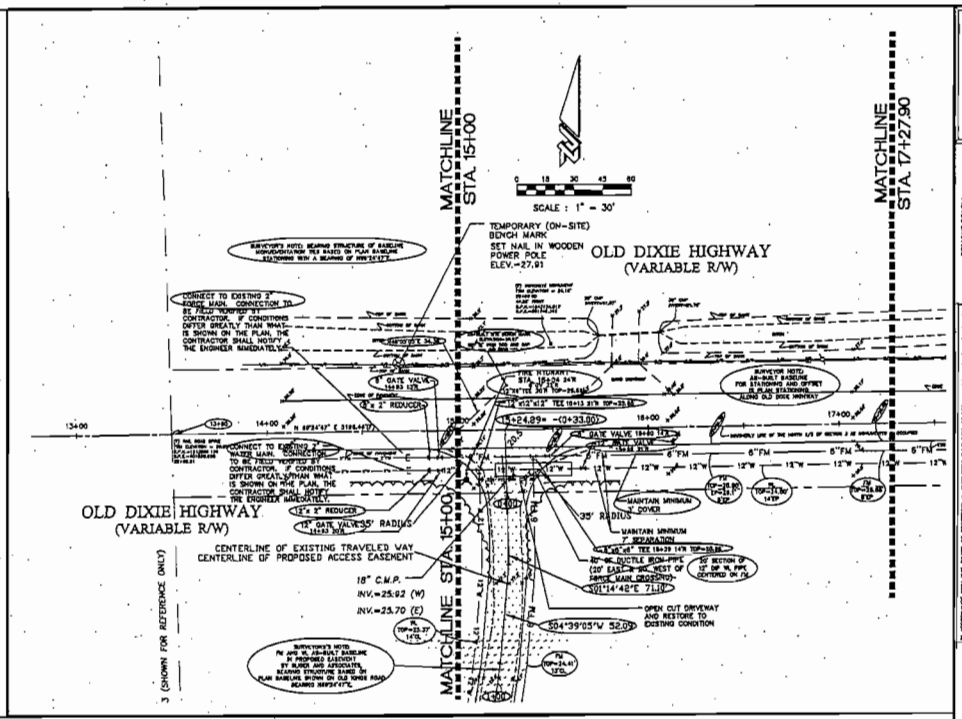
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

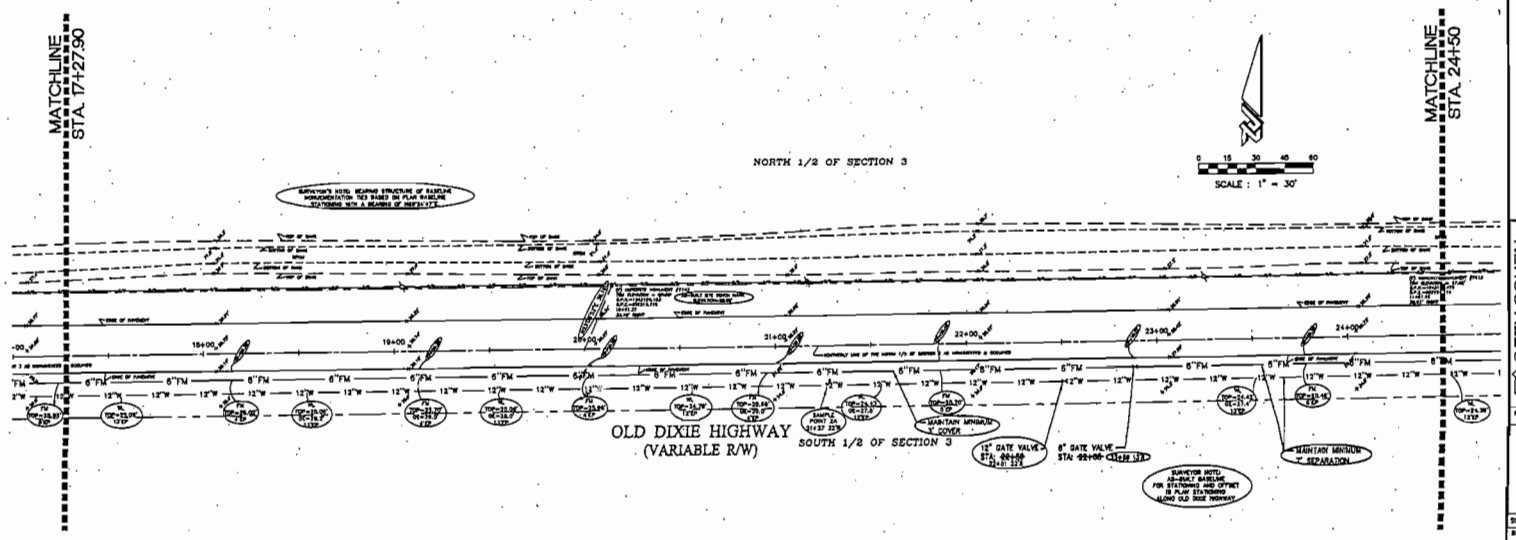
ABBREVIATIONS:

| | | | |
|---|---|---|---|
| SW=SINGLE WATER SERVICE | WV = WATER VALVE | RCP=REINFORCED CONCRETE PIPE | STA=STATION OS AND O/S=OFFSET |
| DW=DOUBLE WATER SERVICE | GV = GATE VALVE | PVC =POLY VINYL CHLORIDE | E AND L=INLET AND OUTLET |
| SS=SINGLE SEWER SERVICE | PV=PLUG VALVE | DIP=DUCTILE IRON PIPE | DIST=DISTANCE LF = LINEAR FEET |
| DS=DOUBLE SEWER SERVICE | FH = FIRE HYDRANT | HDPE=HIGH DENSITY POLYETHYLENE | BM=BENCHMARK BLDG=BUILDING |
| SR=SINGLE REUSE SERVICE | FDC=FIRE DEPARTMENT CONNECTION | CSP=CORRUGATED PLASTIC PIPE | TEMP=TEMPORARY |
| DR=DOUBLE REUSE SERVICE | BFV=BUTTERFLY VALVE | CONC = CONCRETE | MAINT=MAINTENANCE |
| WL=WATERLINE SVC=SERVICE | TSBV=TAPPING SLEEVE AND VALVE | PVMT=PAVEMENT | R AND P.C.=CURVE |
| WM = WATER MAIN | ARV=AIR RELEASE VALVE | FM = FORCE MAIN | PI AND P.I.=PROPERTY LINE |
| FL=FIRELINE | CR=CROSS CO=CLEANOUT | CTRW=CENTER OF WALL | DDH=DIRECTIONAL DRILL REPORT |
| RWM=RAW WATER MAIN | BFP=BACKFLOW PREVENTER | BOW=BACK OF WALK | I/P/C=INFORMATION PER CONTRACTOR |
| RU = RE-USE WATER | ASSY=ASSEMBLY | EOP=EDGE OF PAVEMENT | TOP=TOP OF PIPE TOH=TOP OF NUT |
| FM = FORCE MAIN | NS=NOT SET MS=NOT SET | TOP=TOP OF POND | INV=INVERT VERT=VERTICAL |
| FM = FORCE MAIN | TC=TOP COVER | MH=MANHOLE JB=JUNCTION BOX | EL AND ELEV=ELEVATION |
| SD=STORM DRAIN STM=STORM | TOS=TOE OF SLOPE | DCVA=DOUBLE CHECK VALVE ASSEMBLY | TOB=TOP OF BANK COR=CORNER |
| LPS=LOW PRESSURE SEWER | RD=ROOF DRAIN ELEC=ELECTRIC | CONTROL STRUCTURE | GE=GROUND ELEVATION |
| SD= STORM DRAIN | | RCBS=HINGED END SECTION | |
| SA=SLIGER AND ASSOCIATES INC. | | | |

LEGEND:
— 6"FM — PROPOSED 6" PVC SANITARY FORCE MAIN
— 12"W — PROPOSED 12" PVC WATER MAIN
Y PROPOSED 6" FIRE HYDRANT ASSEMBLY

0 15 30 45 60
SCALE : 1" = 30'




DEMAND REACH
45 ESTHER COURT, PALM COAST, FL 32164
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THE LAND STUDIO
4971 SEA TRAIL ESTATE DRIVE, MELBOURNE, FL 32940
(321) 795-1818 FAX (941) 727-4188

AMELIA ISLAND
462 CENTRE ST. STE 210 FERNANDINA BCH, FL 32034
(904) 491-1500 FAX (904) 491-1570

IN ACCORDANCE TO THE LAWS OF FLORIDA, CHAPTER 61 G17-7.001, AND CHAPTER 472.025 OF THE FLORIDA STATUTES, I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. FURTHER, I AM RESPONSIBLE FOR ANY SUBSEQUENT CHANGES MADE TO THESE APPROVED PLANS. I FURTHER CERTIFY THAT THESE PLANS ARE IN ACCORDANCE WITH THE CITY OF PALM COAST SUPPLEMENTAL SPECIFICATIONS DATED 2005 AND ANY APPROVED VARIANCES. ALL DEVIATIONS FROM THESE PLANS MUST BE APPROVED BY THE CITY OF PALM COAST ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
BY: DAVID A. CROSMAN
SIGNATURE & CERTIFICATE NUMBER

SHANE C. PRESTON, P.E. #70417
STATE OF FLORIDA
PROFESSIONAL ENGINEER
2-28-2008

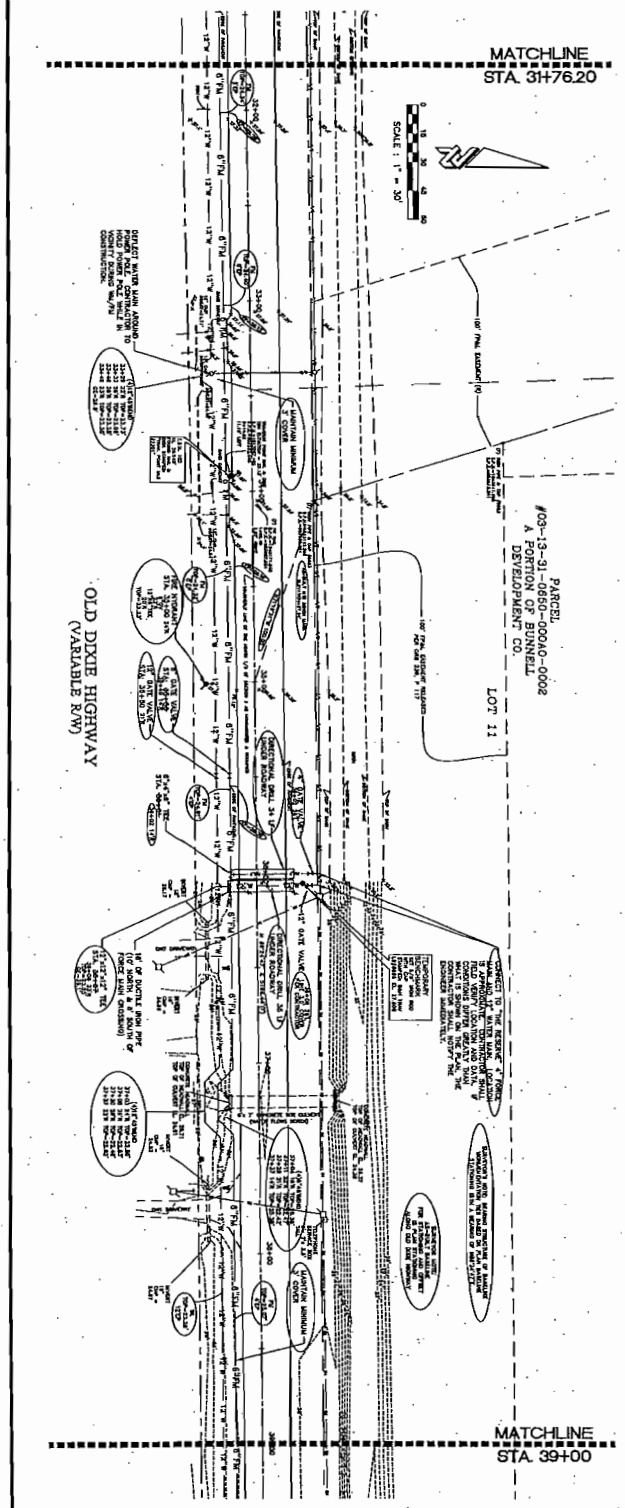
ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
PROJECT NO. 3404
ISSUE DATE: 1/30/08
DRAWN FILE: 3404SURVEY
DESIGNED BY: JCS
DRAWN BY: SCH
CHECKED BY: SCH
DRAWING FILE DESCRIPTION
FILE LOCATION S1--7

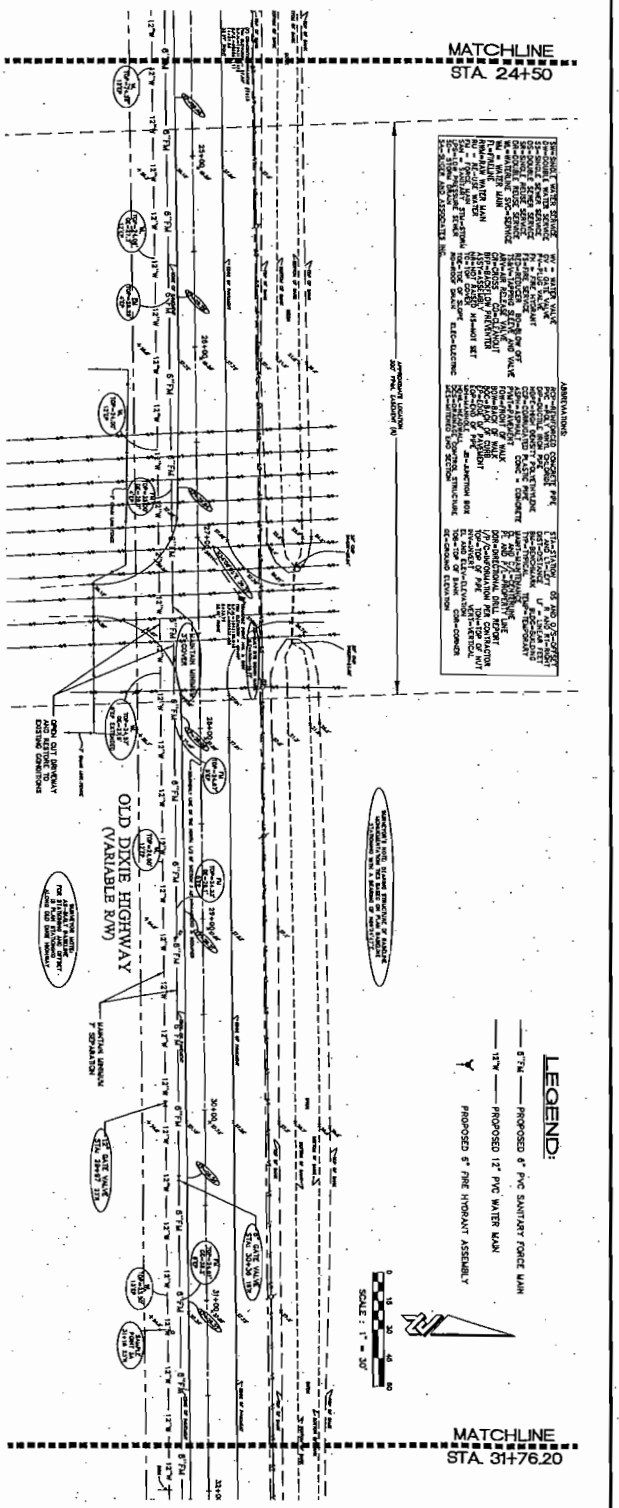
# DIXIE COMMONS
## OFF - SITE UTILITY PLANS
## PLAN - STA. 15+00 TO STA. 24+50

FLAGLER COUNTY FLORIDA

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1" = 30'
SHEET 4 OF 8




SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION # 3093
3421 NOCA ROAD • PORT ORANGE, FL 32127 • (386) 761-5385

AS-BUILT SURVEY

SURVEYOR'S NOTES NOTES:
THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
THIS SURVEY/ SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
UNDERGROUND FOUNDATIONS, ... ARE NOT LOCATED.
THE PURPOSE OF SLOPE DEPICTED ON SANITARY SEWER AND/OR STORM SEWER LINES WAS DERIVED FROM PIPE SHORT DATA ACQUIRED ONLY AT THE STRUCTURES AT THE TERMINATION OF THE UTILITY LINE. THE REMAINDER OF THE UTILITY LINE WAS NOT AS-BUILT/INSPECTED BY THE SURVEYOR.
ELEVATIONS BASED ON SITE DATUM

REVISION 1 @ ADDED BASELINE 'BC3' — DATE: 3-25-08 — BY: ADM

AS-BUILT SURVEY OF:
SANITARY SEWER FORCE MAIN & FITTINGS
POTABLE WATERMAIN, VALVES, FITTINGS, & SERVICES

ELEVATIONS REFER TO SITE DATUM
(+) INDICATES AS-BUILT INFORMATION
AS-BUILT SURVEY 3-25-2007
LAST FIELD DATE
JOB # 05-0084 CAD TECH JK CHECK BN

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. SLIGER, P.L.S. NO. 4048
STEVEN T. SNIDER, P.L.S. NO. 4733
D.R. VAN RUSKEN, JR., P.S.M. NO. 6148
MICHAEL B. MURPHEY P.S.M. NO. 6308

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

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
ECOLOGISTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
www.ZEVCOHEN.COM

| | |
|---|---|
| PROJECT NO: 04046 | DRAFTED BY: BJM |
| ISSUE DATE: 1/13/05 | CHECKED BY: SCH |
| DESIGNED BY: JSS | DRAWING FILE: 04046PLAN3 |

FILE LOCATION: S1-7

# DIXIE COMMONS

## OFF - SITE UTILITY PLANS

PLAN - STA. 24+50 TO STA. 39+00

FLAGLER COUNTY FLORIDA

IN ACCORDANCE WITH THE BOARD OF PROFESSIONAL ENGINEERS RULE 21H-33.003 AND CHAPTER 471.025 OF THE FLORIDA STATUTES, COPIES OF THIS DRAWING HAVE BEEN SEALED BY THIS OFFICE, AND WE SHALL NOT BE RESPONSIBLE FOR ANY SUBSEQUENT CHANGES MADE TO THESE REPRODUCIBLE SEDIMENTS.

SIGNED ON "AS-BUILT" INFORMATION PROVIDED BY SLIGER AND ASSOCIATES, INC., I HEREBY CERTIFY THAT THE FOLLOWING COMPLETED STORMWATER INFRASTRUCTURE IMPROVEMENTS DEPICTED HEREON AND AS RECORDED BY ZEV COHEN & ASSOCIATES, INC. WILL FUNCTION SUBSTANTIALLY AS DESIGNED.

SANITARY SEWER & FORCEMAIN

SAMUEL C. HAMILTON, P.E. #39497

ORMOND BEACH
64 BETON TRAIL ORMOND BEACH, FL 32174
(386) 677-3462 FAX (386) 677-3505

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4475 U.S. 1 S. STE # 101 ST. AUGUSTINE, FL 32086
(904) 797-1810 FAX (904) 797-4138

AMELIA ISLAND
1303 CENTRE ST. STE # ONE FERNANDINA BCH, FL 32034
(904) 491-0438 FAX (904) 491-0479

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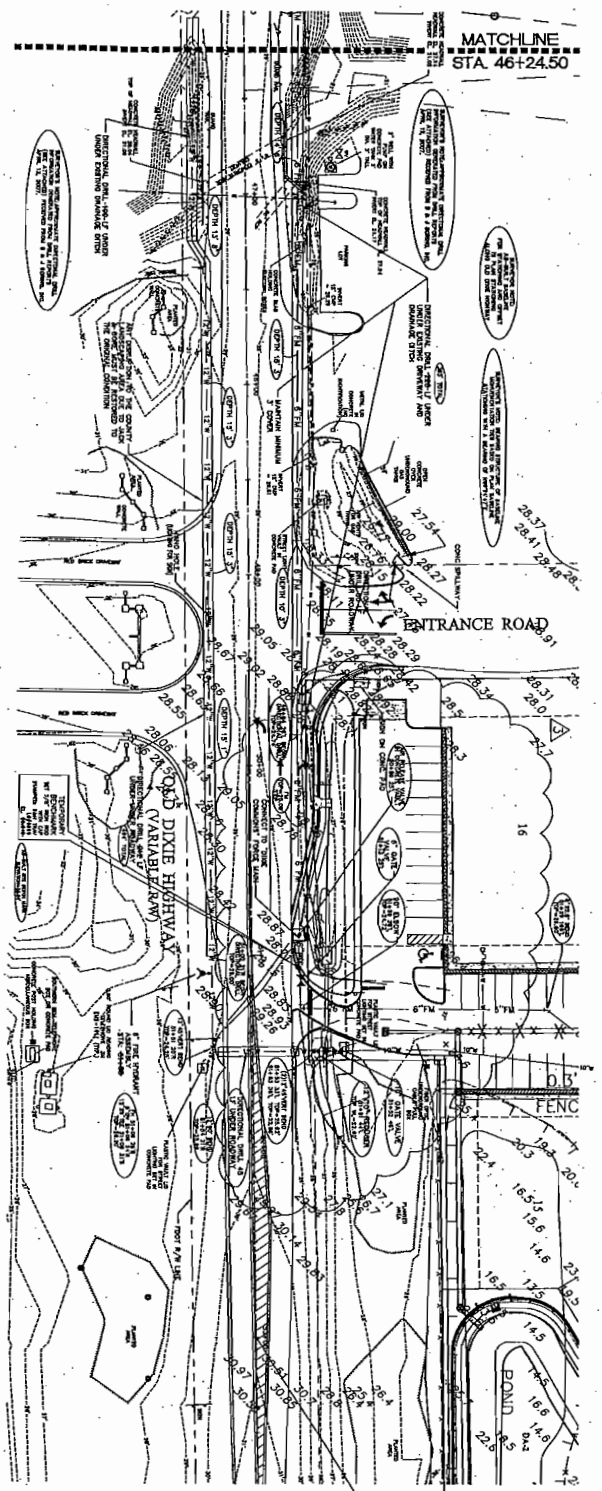
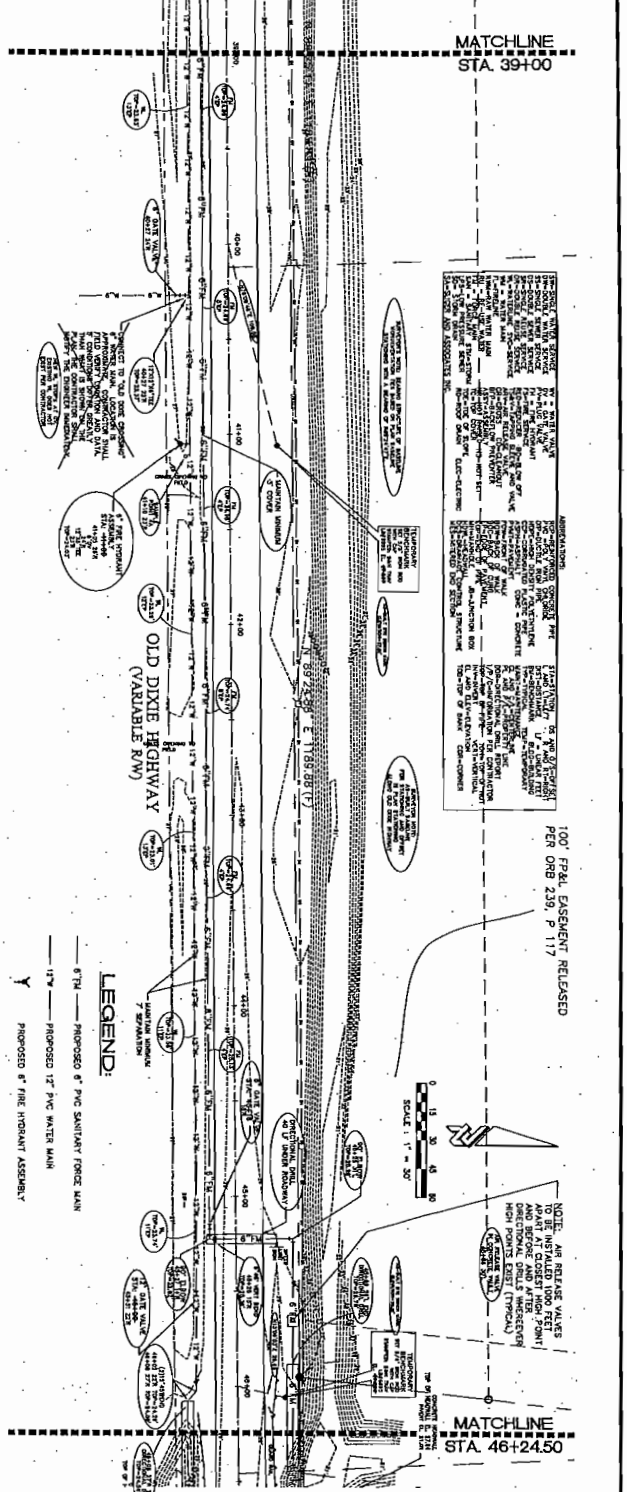
SCALE: 1" = 30'
SHEET 5 of 8




SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION # 3015
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2624 AVON ROAD • PORT ORANGE, FL 32127 • (386) 761-5385

AS-BUILT SURVEY

SURVEYOR'S NOTES NOTICE:
THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
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UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
THE PERCENT OF SLOPE DEPICTED ON SANITARY SEWER AND/OR STORM SEWER LINES WAS DERIVED FROM PIPE INVERT DATA ACQUIRED ONLY AT THE STRUCTURES AT THE TERMINATION OF THE UTILITY LINE, THE REMAINDER OF THE UTILITY LINE WAS NOT VISUALLY INSPECTED BY THIS SURVEYOR.
ELEVATIONS BASED ON NGVD DATUM.

REVISION # 2 ADDED PLAN BASELINE TIES — DATE: 3-25-2008 BY: MSM
REVISION # 1 ADDED FORCE MAIN AIR RELEASE VALVES — DATE: 1-14-2008 BY: MSM

AS-BUILT SURVEY OF:
SANITARY SEWER FORCE MAIN & FITTINGS
POTABLE WATERMAIN, VALVES, FITTINGS, & SERVICES

ELEVATIONS REFER TO NGVD DATUM
○ INDICATES AS-BUILT INFORMATION
AS-BUILT SURVEY 1-14-2008
LAST FIELD DATE
JOB # 07-0324 CAD FILE# dr DWG# mx

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

AE. SLIGER, P.L.S. NO. 4548
STEVEN T. GRIGGS, P.L.S. NO. 4723
C.A. VAN BUSKIRK, JR., P.S.M. NO. 6148
MICHAEL S. BURDETT P.S.M. NO. 6308

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

NOTE: AIR RELEASE VALVES LOCATED APPROXIMATELY 1000' APART AT CLOSEST HIGH POINT AND BEFORE AND AFTER LONG RUNS BETWEEN HIGH POINTS EXIST (TYPICAL)

IN ACCORDANCE WITH THE BOARD OF PROFESSIONAL ENGINEERS RULE 71H-11.005 AND CHAPTER 471.025 OF THE FLORIDA STATUTES, COPIES OF THIS DRAWING HAVE BEEN RELEASED BY THIS OFFICE, AND WE SHALL NOT BE RESPONSIBLE FOR ANY SUBSEQUENT CHANGES MADE TO THESE REPRODUCIBLE DOCUMENTS.

BASED ON "AS-BUILT" INFORMATION PROVIDED BY SLIGER AND ASSOCIATES, INC., I HEREBY CERTIFY THAT THE FOLLOWING COMPLETED SYSTEMS INFRASTRUCTURE IMPROVEMENTS DEPICTED HEREON AND AS DESIGNED BY ZEV COHEN & ASSOCIATES, INC. WILL FUNCTION SUBSTANTIALLY AS DESIGNED

SANITARY SEWER & FORCEMAIN

DANIEL D. 2008
SHANE C. HAMILTON, P.E. 59447

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

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PROJECT NO: 540148 | DRAFTED BY: SJM
ISSUE DATE: 1/12/06 | CHECKED BY: SCH
DESIGNED BY: JSS | DRAWING FILE: M:\ACAD\PLAN SHEETS\540148-TS

FLAGLER COUNTY — FLORIDA

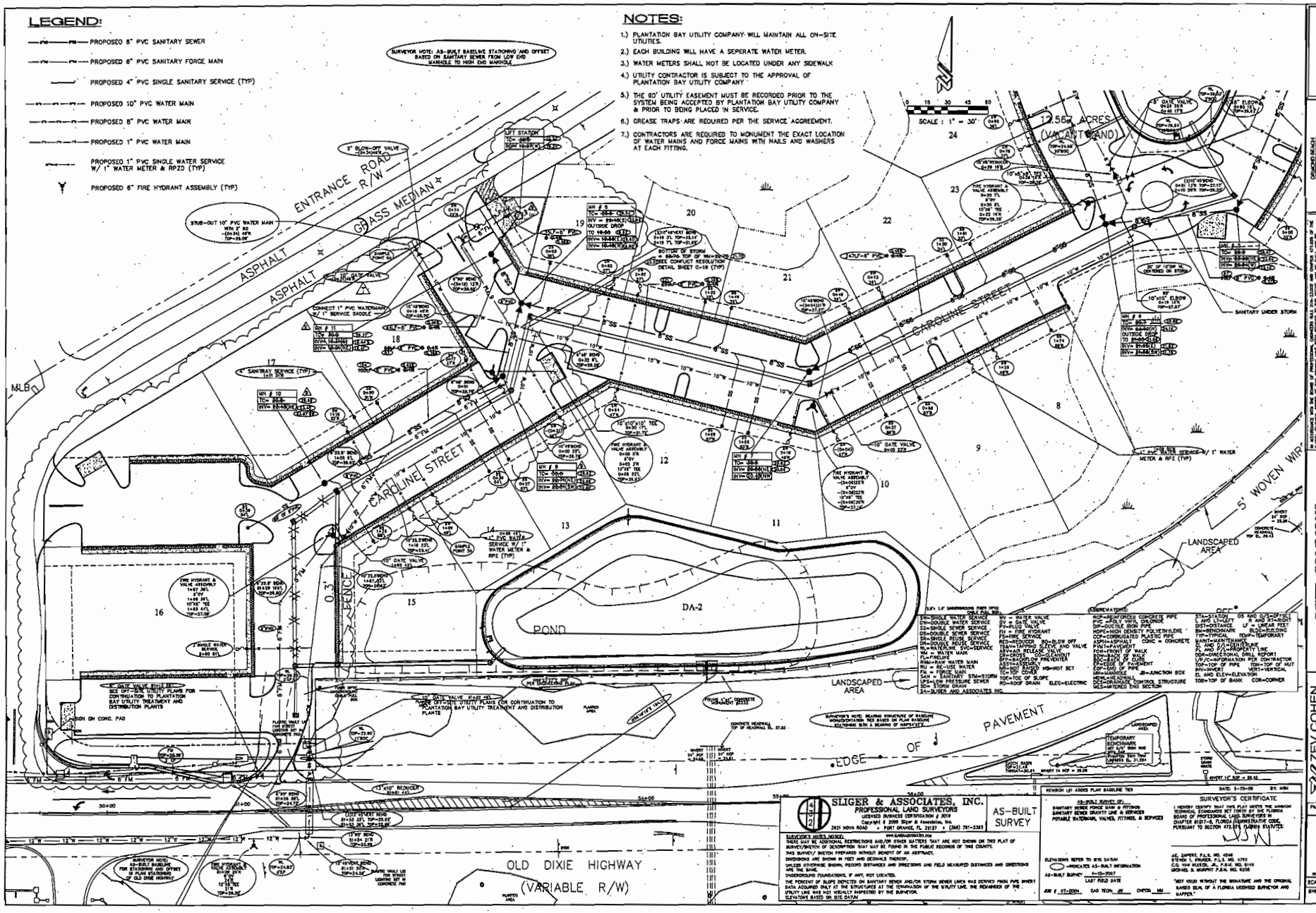
# DIXIE COMMONS

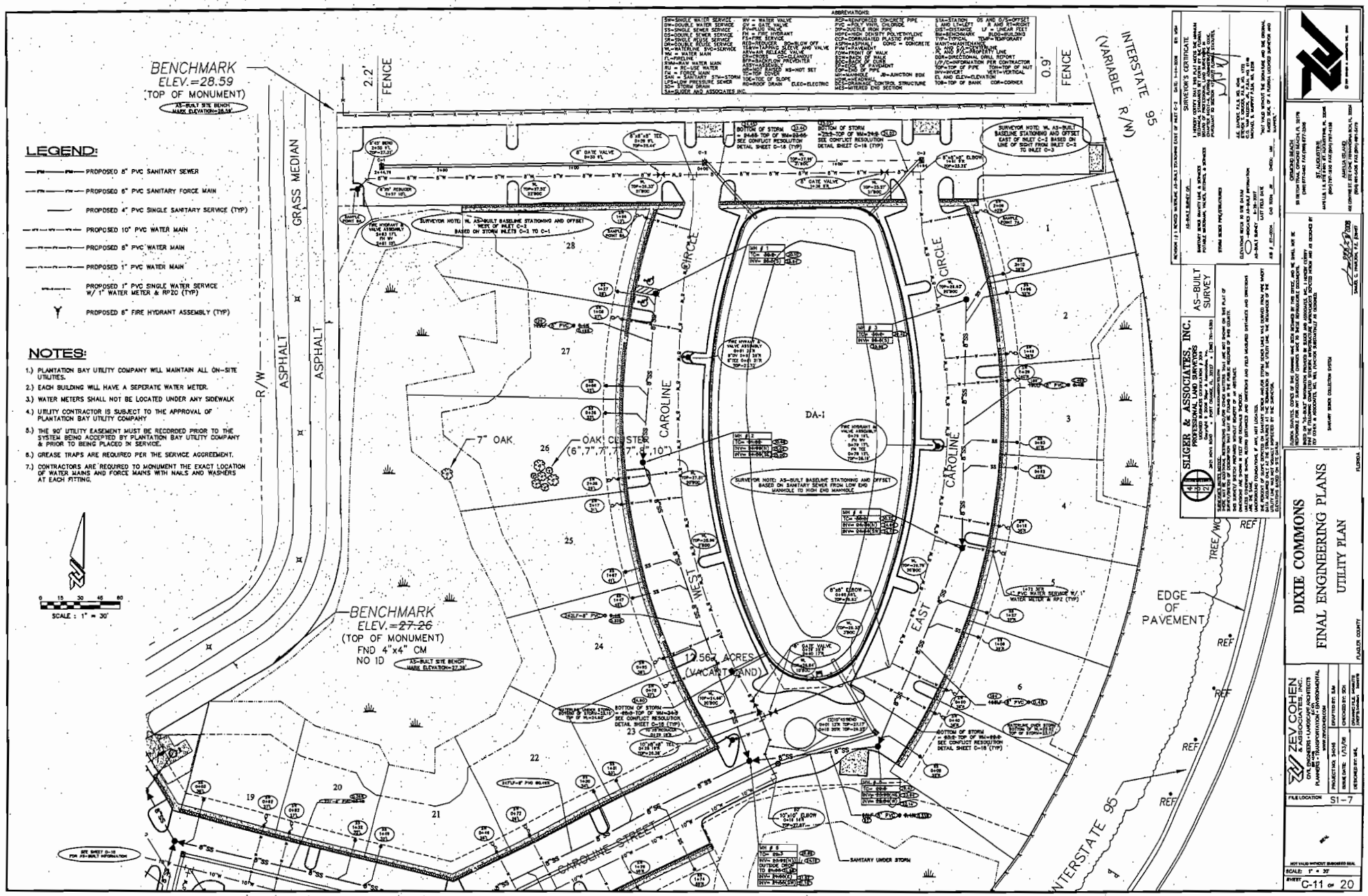
## OFF - SITE UTILITY PLANS

## PLAN - STA. 39+00 TO STA. 53+50

PLAN LOCATION: S1-7

SHEET 6 OF 8


LEGEND:
PROPOSED 8" PVC SANITARY SEWER
PROPOSED 6" PVC SANITARY FORCE MAIN
PROPOSED 4" PVC SINGLE SANITARY SERVICE (TYP)
PROPOSED 10" PVC WATER MAIN
PROPOSED 8" PVC WATER MAIN
PROPOSED 1" PVC WATER MAIN
PROPOSED 1" PVC SINGLE WATER SERVICE W/ 1" WATER METER & RPZD (TYP)
PROPOSED 6" FIRE HYDRANT ASSEMBLY (TYP)
NOTES:
1.) PLANTATION BAY UTILITY COMPANY WILL MAINTAIN ALL ON-SITE UTILITIES.
2.) EACH BUILDING WILL HAVE A SEPERATE WATER METER.
3.) WATER METERS SHALL NOT BE LOCATED UNDER ANY SIDEWALK
4.) UTILITY CONTRACTOR IS SUBJECT TO THE APPROVAL OF PLANTATION BAY UTILITY COMPANY
5.) THE 90' UTILITY EASEMENT MUST BE RECORDED PRIOR TO THE SYSTEM BEING ACCEPTED BY PLANTATION BAY UTILITY COMPANY & PRIOR TO BEING PLACED IN SERVICE.
6.) GREASE TRAPS ARE REQUIRED PER THE SERVICE AGGREEMENT.
7.) CONTRACTORS ARE REQUIRED TO MONUMENT THE EXACT LOCATION OF WATER MAINS AND FORCE MAINS WITH NAILS AND WASHERS AT EACH FITTING.
SURVEYOR NOTE: AS-BUILT BASELINE STATIONING AND OFFSET BASED ON SANITARY SEWER FROM LOW END MANHOLE TO HIGH END MANHOLE
SCALE : 1" = 30'
12.56± ACRES (VACANT LAND)
ENTRANCE ROAD R/W
ASPHALT
GRASS MEDIAN
CAROLINE STREET
POND
DA-2
LANDSCAPED AREA
EDGE OF PAVEMENT
OLD DIXIE HIGHWAY (VARIABLE R/W)
5' WOVEN WIRE
SANITARY UNDER STORM
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
AS-BUILT SURVEY
SURVEYOR'S CERTIFICATE
DIXIE COMMONS
FINAL ENGINEERING PLANS
UTILITY PLAN
ZEV COHEN & ASSOCIATES, INC.
S1-7
C-10 OF 20




ABBREVIATIONS:

| | | | |
|---|---|---|---|
| SW=SINGLE WATER SERVICE | WV = WATER VALVE | RCP=REINFORCED CONCRETE PIPE | STA=STATION OS AND O/S=OFFSET |
| DW=DOUBLE WATER SERVICE | GV = GATE VALVE | PVC = POLY VINYL CHLORIDE | L AND S=LEFT R AND S=RIGHT |
| SS=SINGLE SEWER SERVICE | PV=PLUG VALVE | DIP=DUCTILE IRON PIPE | DIST=DISTANCE LF = LINEAR FEET |
| DS=DOUBLE SEWER SERVICE | FH = FIRE HYDRANT | HDPE=HIGH DENSITY POLYETHYLENE | BM=BENCHMARK BLDG=BUILDING |
| SR=SINGLE REUSE SERVICE | FS=FIRE SERVICE | CCP=CORRUGATED PLASTIC PIPE | TYP=TYPICAL TEMP=TEMPORARY |
| DR=DOUBLE REUSE SERVICE | RED=REDUCER BO=BLOW OFF | ASPH=ASPHALT CONC = CONCRETE | MAINT=MAINTENANCE |
| WL=WATERLINE SVC=SERVICE | 1&W=TAPPING SLEEVE AND VALVE | PVMT=PAVEMENT | PC AND P.C.=BEGINNING |
| WM = WATER MAIN | ARV=AIR RELEASE VALVE | FOW=FRONT OF WALK | PT AND P.T.=ENDING POINT LINE |
| FL=FIRELINE | BFV=BUTTERFLY VALVE CO=CLEANOUT | BOW=BACK OF WALK | CDR=DIRECTIONAL DRILL REPORT |
| RWM=RAW WATER MAIN | FDC=FIRE DEPARTMENT CONNECTION | BOC=BACK OF CURB | I/C/O=CONFORMATION PER CONTRACTOR |
| RU = RE-USE WATER | MH=MH BASED HS=HOT SET | EOP=EDGE OF PAVE | TOP=TOP OF PIPE TOH=TOP OF NUT |
| FM = FORCE MAIN | TC=TOP OF CURB | INV=INVERT FRONT OF WALK | INV=INVERT VERT=VERTICAL |
| SAN = SANITARY STUB-STORM | TOE=TOE OF SLOPE | EOP=EDGE OF PAVEMENT | EL AND ELEV=ELEVATION |
| LPSS=LOW PRESSURE SEWER | RIG=ROOF DRAIN ELEC=ELECTRIC | HDD=HORIZONTAL DIRECTIONAL DRILL | TOB=TOP OF BANK COR=CORNER |
| SD = STORM DRAIN | | DCS=DRAINAGE CONTROL STRUCTURE | |
| SA=SLUDER AND ASSOCIATES INC. | | MES=MITERED END SECTION | |

## LEGEND:

- PROPOSED 8" PVC SANITARY SEWER
- PROPOSED 6" PVC SANITARY FORCE MAIN
- PROPOSED 4" PVC SINGLE SANITARY SERVICE (TYP)
- PROPOSED 10" PVC WATER MAIN
- PROPOSED 8" PVC WATER MAIN
- PROPOSED 1" PVC WATER MAIN
- PROPOSED 1" PVC SINGLE WATER SERVICE W/ 1" WATER METER & RPZC (TYP)
- PROPOSED 6" FIRE HYDRANT ASSEMBLY (TYP)

## NOTES:

1.) PLANTATION BAY UTILITY COMPANY WILL MAINTAIN ALL ON-SITE UTILITIES.
2.) EACH BUILDING WILL HAVE A SEPERATE WATER METER.
3.) WATER METERS SHALL NOT BE LOCATED UNDER ANY SIDEWALK
4.) UTILITY CONTRACTOR IS SUBJECT TO THE APPROVAL OF PLANTATION BAY UTILITY COMPANY
5.) THE 90' UTILITY EASEMENT MUST BE RECORDED PRIOR TO THE SYSTEM BEING ACCEPTED BY PLANTATION BAY UTILITY COMPANY & PRIOR TO BEING PLACED IN SERVICE.
6.) GREASE TRAPS ARE REQUIRED PER THE SERVICE AGGREEMENT.
7.) CONTRACTORS ARE REQUIRED TO MONUMENT THE EXACT LOCATION OF WATER MAINS AND FORCE MAINS WITH NAILS AND WASHERS AT EACH FITTING.

0 15 30 45 60
SCALE : 1" = 30'

SURVEYOR'S CERTIFICATE

AS-BUILT SURVEY

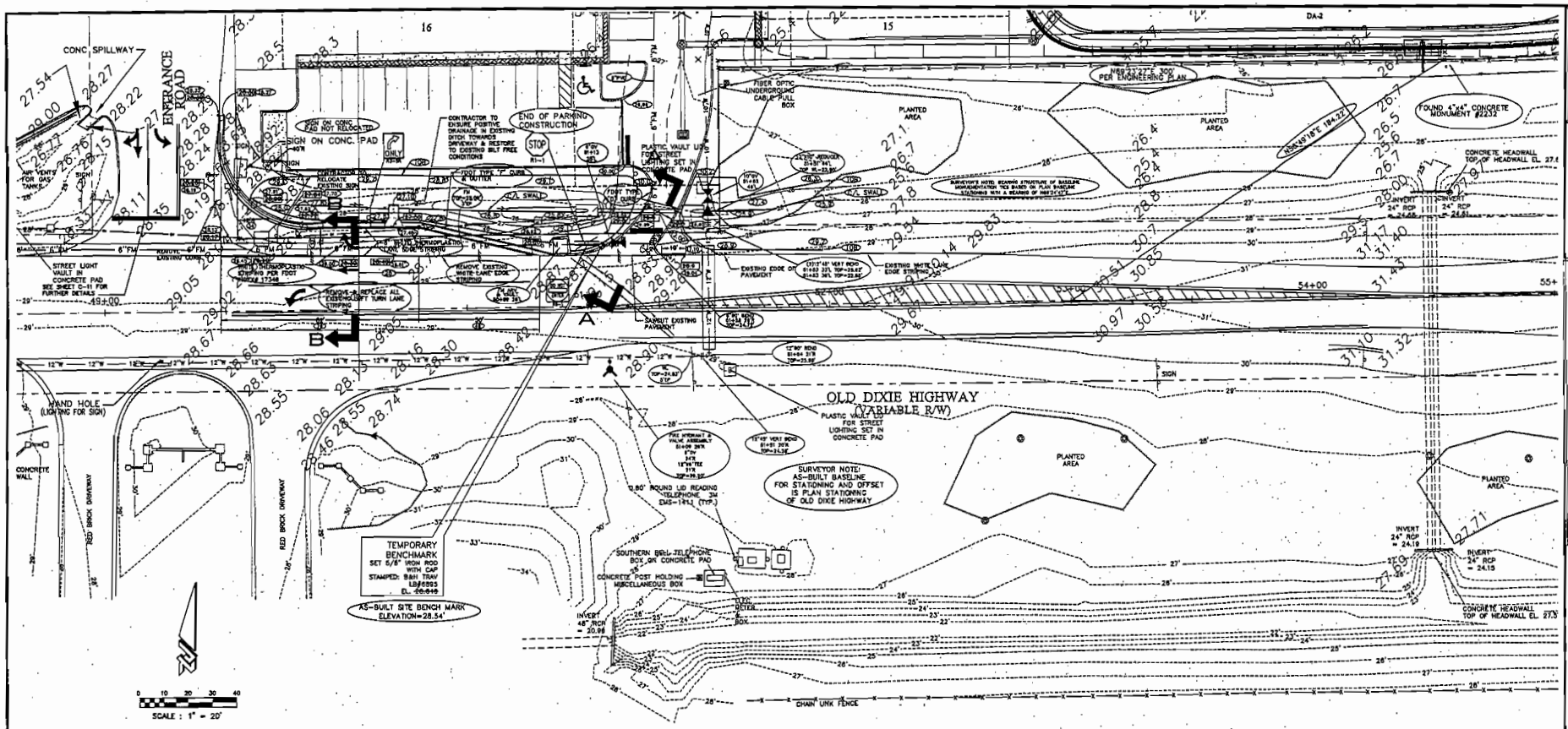
SLIGER & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
3001 PGA BLVD, SUITE 305, PALM BEACH GARDENS, FL 33410 (561) 775-1330
CERTIFICATE OF AUTHORIZATION NUMBER LB 3591
4-30-12

ZEV COHEN
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
www.zevcohen.com
PROJECT NO. 3404B | DRAWN BY: BM
ISSUE DATE: 1/31/08 | CHECKED BY: SDS
DESIGNED BY: MEL | DRAWING FILE NAME: UTILITY PLAN

FILE LOCATION S1-7

DIXIE COMMONS
FINAL ENGINEERING PLANS
UTILITY PLAN
FLAGLER COUNTY FLORIDA

NOT VALID WITHOUT EMBOSSED SEAL
SCALE: 1" = 30'
SHEET C-11 OF 20




## LEGEND:

- PROPOSED CONTOUR WITH ELEVATION
- PROPOSED SPOT GRADE
- MATCH EXISTING GRADE
- PROPOSED DIRECTION OF OVERLAND FLOW
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED LANDSCAPE PAVERS

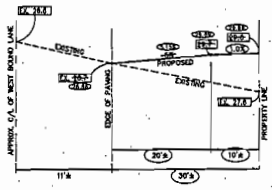
## NOTES:

1.) UNLESS OTHERWISE INDICATED, DIMENSIONS SHOWN ARE TO FACE OF CURB.

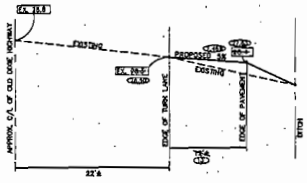
2.) CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY REPLACEMENT OF PLANTED AREAS IN F.D.O.T. RIGHT-OF-WAY

3.) CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ALL UTILITIES WITHIN PROJECT LIMITS

4.) A F.D.O.T. UTILITY PERMIT IS REQUIRED FOR ALL WORK LOCATED WITHIN THE RIGHT-OF-WAY.




## SECTION "A-A"
PROJECT ENTRANCE & OLD DIXIE HIGHWAY CONNECTION
H.T.S.




## SECTION "B-B"
OLD DIXIE HIGHWAY RIGHT TURN LANE
H.T.S.

ABBREVIATIONS:

| | | | |
|---|---|---|---|
| SW=SINGLE WATER SERVICE | WV = WATER VALVE | RCP=REINFORCED CONCRETE PIPE | STA=STATION OS AND O/S=OFFSET |
| DW=DOUBLE WATER SERVICE | GV = GATE VALVE | PVC =POLY VINYL CHLORIDE | L AND LT=LEFT R AND RT=RIGHT |
| SS=SINGLE SEWER SERVICE | PV=PLUG VALVE | DIP=DUCTILE IRON PIPE | DIST=DISTANCE LF = LINEAR FEET |
| DS=DOUBLE SEWER SERVICE | FH = FIRE HYDRANT | HDPE=HIGH DENSITY POLYETHYLENE | BM=BENCHMARK BLDG=BUILDING |
| SR=SINGLE REUSE SERVICE | FS=FIRE SERVICE | CDP=CORRUGATED PLASTIC PIPE | TYP=TYPICAL TEMP=TEMPORARY |
| DR=DOUBLE REUSE SERVICE | RED=REDUCER BO=BLOW OFF | ASPH=ASPHALT CONC = CONCRETE | MAINT=MAINTENANCE |
| WA=WATERLINE SVC=SERVICE | TSAP=TAPPING SLEEVE AND VALVE | PVMT=PAVEMENT | C & G =CENTERLINE |
| WM = WATER MAIN | ARV=AIR RELEASE VALVE | FOW=FRONT OF WALK | R/W AND P/L=PROPERTY LINE |
| FM=FIRELINE | CR=CROSS CO=CLEANOUT | BOW=BACK OF WALK | DDR=DIRECTIONAL DRILL REPORT |
| RWM=RAW WATER MAIN | BFP=BACKFLOW PREVENTER | BOC=BACK OF CURB | I/P/C=INFORMATION PER CONTRACTOR |
| RG = RE-USE WATER | ASSY=ASSEMBLY | FOC=FACE OF CURB | TOP=TOP OF PIPE TOM=TOP OF MAT |
| FM = FORCE MAIN | NS=NOT SET MS=NOT SET | EOP=END OF PIPE | INV=INVERT VERT=VERTICAL |
| SAN = SANITARY STM=STORM | TOC=TOP OF SLOPE | JB=JUNCTION BOX | EL AND ELEV=ELEVATION |
| LPS=LOW PRESSURE SEWER | BOS=BOTTOM OF SLOPE | DCP=DRAINAGE CONTROL STRUCTURE | TOB=TOP OF BANK COR=CORNER |
| SD= STORM DRAIN | RCP=RCP DRAIN ELEC=ELECTRIC | MES=MITERED END SECTION | |

SA=SLIGER AND ASSOCIATES INC.

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION # 3018
3821 NOVA ROAD • PORT ORANGE, FL 32127 • (386) 761-5385

AS-BUILT SURVEY

SURVEYOR'S NOTES ARE AS FOLLOWS:
THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
THIS SURVEY/ SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
THE PERCENT OF SLOPE DEPICTED ON SANITARY SEWER AND/OR STORM SEWER LINES WAS DERIVED FROM PIPE INVERT DATA ACQUIRED ONLY AT THE STRUCTURES AT THE TERMINUS OF THE UTILITY LINE. THE REMAINDER OF THE UTILITY LINE WAS NOT VISUALLY INSPECTED BY THE SURVEYOR.
ELEVATIONS BASED ON SITE DATUM

REVISION 1 (P) ADDED PLAN BASELINE TIES — DATED 2-29-08 — BY: MSH

AS-BUILT SURVEY OF:
SANITARY SEWER FORCE MAIN & FITTINGS
POTABLE WATERMAIN, VALVES, FITTINGS, & SERVICES
STORM SEWER PIPE/STRUCTURES
PAVING/CURB
RETENTION/SWALE AREAS
ELEVATIONS REFER TO SITE DATUM
—INDICATES AS-BUILT INFORMATION
AS-BUILT SURVEY 9-24-2007
LAST FIELD DATE
JOB # 07-0004 CAD TECH JR CHECK MH

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. EMORY, P.L.S. NO. 4946
STEVEN T. BRUCKER, P.L.S. NO. 4772
C.D. VAN FLEET, JR., P.S.M. NO. 5149
MICHAEL S. MURPHY P.S.M. NO. 6998

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

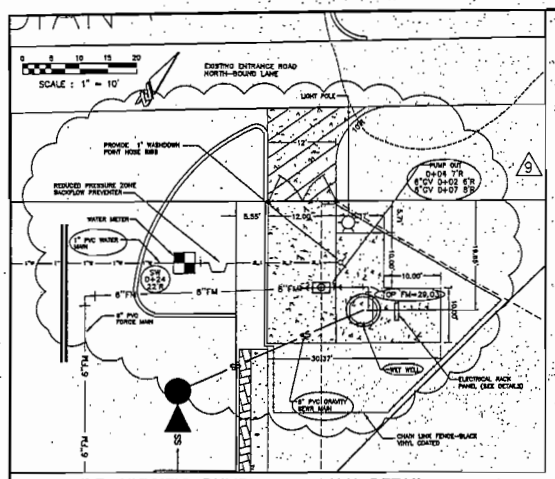
ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO. 34046 — DRAWN/FILE: TPM/DTA
ISSUE DATE: 1/13/06 — CHECKED BY: SCH
DESIGNED BY: MAL — DRAWN/FILE: TPM/DTA

DIXIE COMMONS
FINAL ENGINEERING PLANS
OFF - SITE IMPROVEMENTS PLAN
FLAGLER COUNTY FLORIDA

FILE LOCATION S1-7

SCALE: 1" = 20'
SHEET C-12 OF 20




## SITE SPECIFIC PUMPING STATION DETAIL

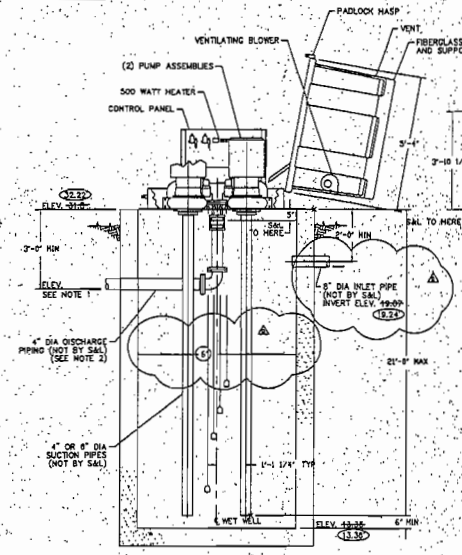
NOTES:
1. PUMP STATION SITE SHALL BE A MIN. OF 40'x40' FOR A DUPLEX STATION. SITE SHALL BE DEEDED TO PLANTATION BAY UTILITY COMPANY (OR APPROPRIATE JURISDICTION).
2. FENCE HEIGHT SHALL BE A MINIMUM OF 8 FEET ABOVE FINISHED GRADE.
3. 200 WATT, POLE MOUNTED, ON/OFF CONTROLLED LIGHT FIXTURE WITH SHIELD, FROOD TUR 200FC DIRECTED, OR EQUAL POWDER COAT FINISH, AS MANUFACTURED BY RAB LIGHTING INC. OF NEW YORK, OR EQUAL. PROVIDE SHIELDS FOR FIXTURE. CONCRETE POLE SHALL FOLLOW DETAIL SHOWN ON FDOT STD. 715-021.
4. CONCRETE FOR DRIVEWAY UP TO WETWELL SHALL BE 6" THICK, CONCRETE AROUND WETWELL TO CONTROL PANEL SHALL BE 4" THICK. ALL CONCRETE REINFORCED WITH WWF AND INCLUDE APPROPRIATE JOINTING.
5. SUCTION LINE TO BE SCH-40 PVC.

| WET WELL DIAMETER | DIM A | DIM B | DIM C | DIM D | DIM E | DIM F | DIM G | DIM H | DIM J |
|---|---|---|---|---|---|---|---|---|---|
| 4'-0" | 4" | 1'-3 13/16" | 2'-9" | 5'-6" | 2'-1 7/8" | 3'-8 3/8" | 1'-1" | 2'-10" | 3'-7 1/2" |
| 5'-0" | 8" | 1'-7 13/16" | 2'-10" | 5'-8" | 2'-7 3/8" | 2'-11 7/8" | 2'-0 1/2" | 3'-4" | 3'-11 1/2" |
| 6'-0" | 2" | 1'-1 13/16" | 3'-4" | 6'-8" | 2'-1 3/8" | 2'-6 7/8" | 2'-0 1/2" | 3'-10" | 3'-9 1/2" |

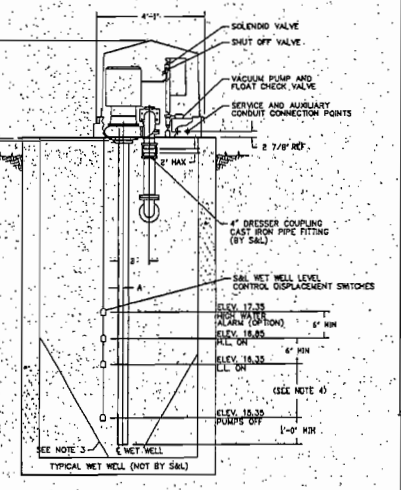
| SUCTION PIPE SIZE | DIM K |
|---|---|
| 4" | 1 1/4" |
| 6" | 2 3/8" |

### LIFT STATION WET WELL DESIGN AND CONSTRUCTION NOTES

1. SMITH-LOVELESS DUPLEX WET WELL MOUNTED OR RECESSED WET WELL MOUNTED FACTORY STATION REQUIRED.
2. MINIMUM WET WELL DIAMETER IS 5 FT. MINIMUM REQUIRED DEPTH OF WET WELL BELOW LOWEST INVERT IS 3'-6".
3. STATION TOP TO BE MIN. OF 1 FT. ABOVE FINISHED GRADE AND ITS ELEVATION SHALL BE NO LOWER THAN THE 100-YEAR BASE FLOOD ELEVATION.
4. ALL PIPING AND FITTINGS IN WET WELLS TO BE ASSEMBLED USING 316 STAINLESS STEEL BOLTS AND NUTS ONLY.
5. ALL PUMP SUCTION LINE FITTINGS TO BE FLANGED JOINT, EXCEPT BASE TEES SHALL BE GLUED PVC WITH GLUED PVC BOTTOM CAPS.
6. SUCTION LINES IN WET WELL SHALL BE SUPPORTED AT THE BASE WITH GLUED PVC SUCTION TEES.
7. ALL DISCHARGE FITTINGS TO BE PVC RESTRAINED JOINT.
8. ALL SEWER LINES ENTERING AND EXITING MANHOLES SHALL BE SEALED UTILIZING RUBBER BOOTS OR OTHER P.B.U.C. (OR APPROPRIATE JURISDICTION) APPROVED INFILTRATION LIMITING METHODS.
9. WET WELL SECTIONS SHALL BE JOINED USING "RAMNEK" JOINT MATERIAL AND SHALL BE, FREE FROM SEEPAGE PRIOR TO ACCEPTANCE, PROVIDE "EZ-WRAP" BUTYL ADHESIVE TAPE PER MANUFACTURER'S RECOMMENDATIONS AT EACH WETWELL SECTION EXTERIOR JOINT CIRCUMFERENCE.
10. NO SPLICES OR JUNCTION BOXES ARE ALLOWED FOR BALL FLOAT CORD INSTALLATION.
11. ALL LIFT STATIONS AND THE LAST MANHOLE COMING INTO A WETWELL SHALL BE FIBERGLASS LINED, ADMU SURE GRIP, OR H.D.P.E. LINED, OR OTHER MATERIAL AS APPROVED BY P.B.U.C. (OR APPROPRIATE JURISDICTION) (ASTM D 3753).
12. WET WELL CONSTRUCTION SHALL BE REINFORCED CONCRETE IN ACCORDANCE WITH A.S.T.M. C-76, 4000 PSI AT 28 DAYS. ALTERNATE CONSTRUCTION SHALL BE PRECAST MONOLITHIC WITH BASE SLAB IN ACCORDANCE WITH A.S.T.M. C-478.
13. ELECTRICAL PERMIT TO BE OBTAINED FROM P.B.U.C. (OR APPROPRIATE JURISDICTION) PRIOR TO BEGINNING WORK ON ANY ELECTRICAL WIRING, EQUIPMENT, ETC. ALL ELECTRICAL WIRING TO COMPLY WITH NATIONAL ELECTRICAL CODE.
14. EMERGENCY ELECTRICAL RECEPTACLE REQUIRED TO BE INSTALLED ON ELECTRICAL EQUIPMENT RACK. ( SEE S-20 ).
15. EMERGENCY "HIGH LEVEL" WET WELL FLASHING ALARM LIGHT REQUIRED AND HORN OR AUDIBLE ALARM REQUIRED.
16. LOCKABLE FUSED ELECTRICAL DISCONNECT REQUIRED.
17. ALL PUMP STATION WIRING SHALL BE STANDARD COPPER.
18. THREE PHASE POWER AND MOTORS REQUIRED.
19. 4" PVC CONDUIT FOR FLOAT WIRES SHALL BE INSTALLED FOR ALL OFFSET LIFT STATIONS.
20. WETWELL DEPTH TO BE A MAXIMUM OF 20.0'.
21. GLYCERIN FILLED COMPOUND PRESSURE GUAGES AS PROVIDED BY SMITH-LOVELESS.
22. EMERGENCY GENERATOR: THE PLUG ATTACHED TO THE PORTABLE EMERGENCY GENERATOR IS A MELTRIC CORPORATION IS SERIES OR 100 AMP, 125-250V, BLUE POLY, 3-PIN (3 POLES 4WIRE) FEMALE PLUG. MELTRIC PART # 33-84077

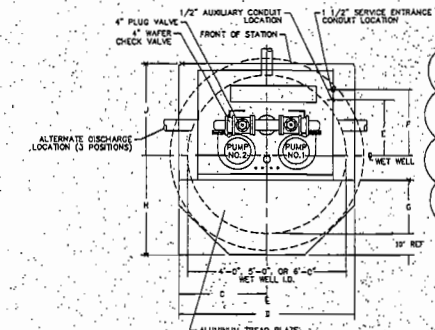



SECTIONAL ELEVATION




TYPICAL WET WELL (NOT BY S&L)

CROSS SECTION




PLAN VIEW (SHOWN LESS HOOD)

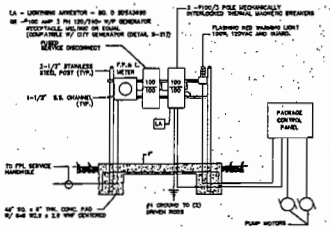
### PUMP SPECIFICATIONS:

| | |
|---|---|
| PUMP RATE: | 240 GPM |
| TOTAL DYNAMIC HEAD: | 69 FT |
| MAXIMUN SPEED: | 1760 RPM |
| MAXIMUN HORSE POWER PER PUMP: | 10HP |
| PUMP MANUFACTURER: | SMITH & LOVELESS |
| PUMP MODEL: | 4B2B S4L23 |
| IMPELLER: | 8.25" S4M32 IMPELLER |
| MAX SOLID PASSING: | 3" |
| WETWELL DIAMETER: | 6'-0" |
| VOLTS/PHASE: | 230/3 |

### NOTES:

1. IF END OF DISCHARGE LINE IS BELOW ELEVATION OF DISCHARGE LINE AT POINT OF LEAVING WET WELL CONSULT FACTORY.
2. IF DISCHARGE LINE IS LESS THAN 200 FEET IN LENGTH - A CHECK VALVE MAY BE REQUIRED - CONSULT FACTORY.
3. PROVIDE 60" SLOPE IN WET WELL AS REQUIRED.
4. VOLUME IN GALLONS BETWEEN L.L. ON AND L.L. OFF SHOULD EQUAL PUMPING RATE IN GPM.
5. PUMP MOTORS - 20 HP MAXIMUM.
6. MAXIMUM CAPACITY - 400 GPM.

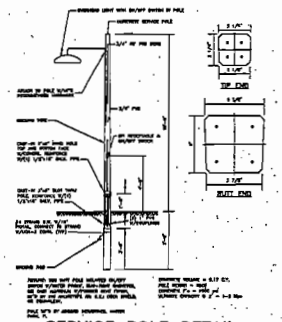
## DUPLEX PUMPING STATION DETAIL




NOTES:
1. SUPPORT FRAME TO BE FABRICATED FROM 316 STAINLESS STEEL.
   ALL SCREWS, NUTS, BOLTS, STRAPS, AND SIMILAR CONNECTORS SHALL BE 316 STAINLESS STEEL. PROVIDE NEOPRENE PAD AND/OR OTHER MATERIALS BETWEEN DISSIMILAR METALS.
2. ALL CONDUIT AND FITTINGS WITHIN 12" OF EQUIPMENT PAD AND GRADE TO BE PVC.
3. ALL BOXES, FITTINGS AND PIPES TO BE NEMA 4X STAINLESS STEEL.
4. MINIMUM 2 GROUND RODS SPACED A MINIMUM OF 6.0' APART.
5. A 10 KVA SPLIT APPLIED TO TYPICAL 25 HP OR LESS LIFT STATION INSTALLATIONS. ENGINEER/CONTRACTOR SHALL VERIFY SPECIFIC ELECTRICAL AMPERAGE REQUIREMENTS PRIOR TO ORDERING AND INSTALLING EQUIPMENT.

## ELECTRICAL RACK DETAIL

N.T.S.




## SERVICE POLE DETAIL

N.T.S.

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NOTES:
THE MALE RECEPTACLE UNIT WHICH MATCHES THE ABOVE PLUG CONSIST OF:
1. CAP UNIT METRIC PART #31-84128
2. MALE RECEPTACLE MELTRIC PART #33-84077
3. ELBOW UNIT MELTRIC PART #MP10

## GENERATOR DETAIL

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
AS-BUILT SURVEY

SURVEYOR'S CERTIFICATE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM
PROJECT NO. 54046
ISSUE DATE: 1/12/06
DESIGNED BY: MAL
DRAWN BY: SDH
CHECKED BY: SDH
DRAWING NO. 54046

DIXIE COMMONS
FINAL ENGINEERING PLANS
LIFT STATION DETAILS
FLAGLER COUNTY
FLORIDA

FILE LOCATION S1-7

SCALE: AS SHOWN
SHEET C-20 OF 20

# PLANTATION BAY UTILITY COMPANY

# WATER VALVE MAP

BEGIN

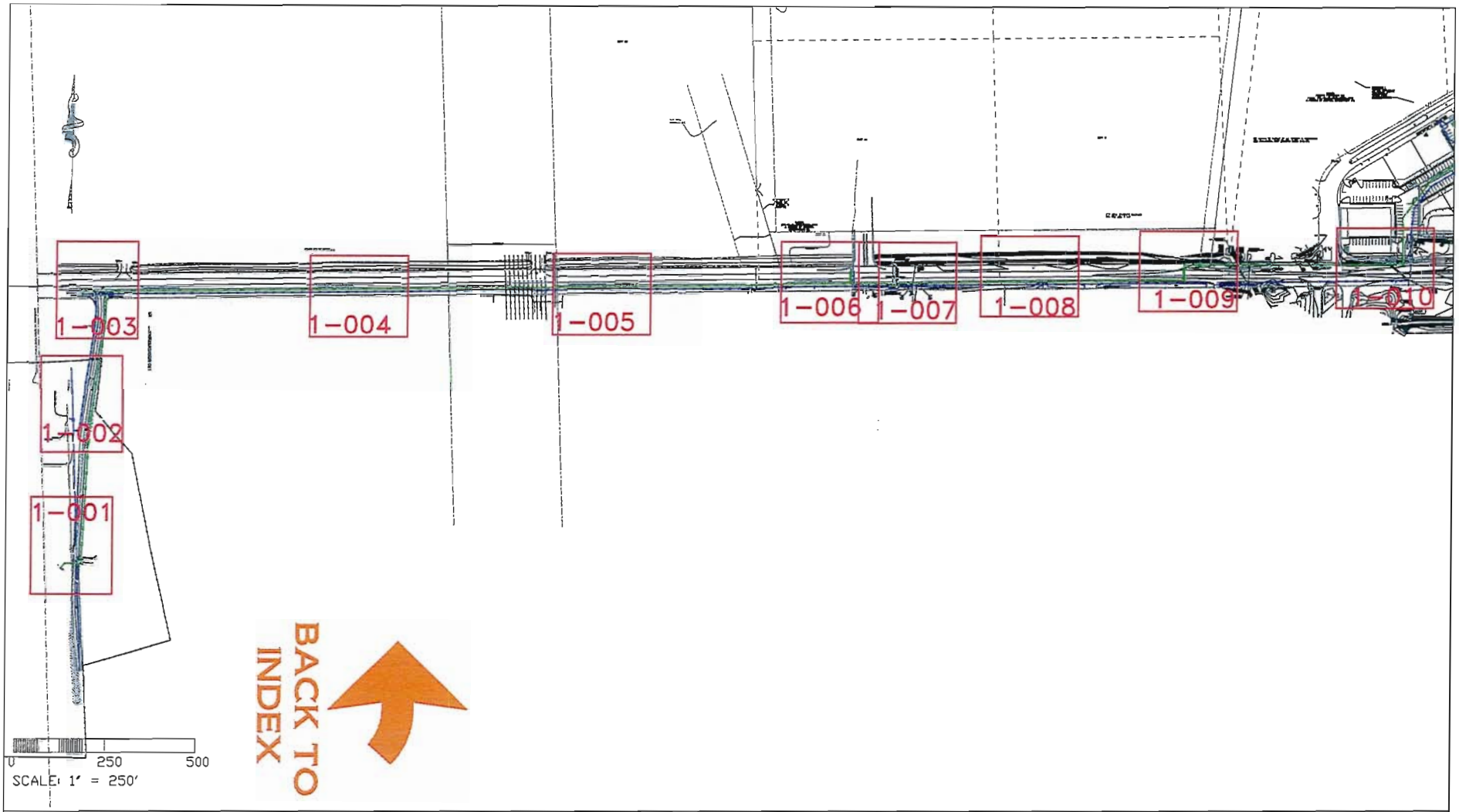
PLANTATION BAY

PLANT &
OLD DIXIE HIGHWAY

PLANTATION
ESTATES

DIXIE COMMONS

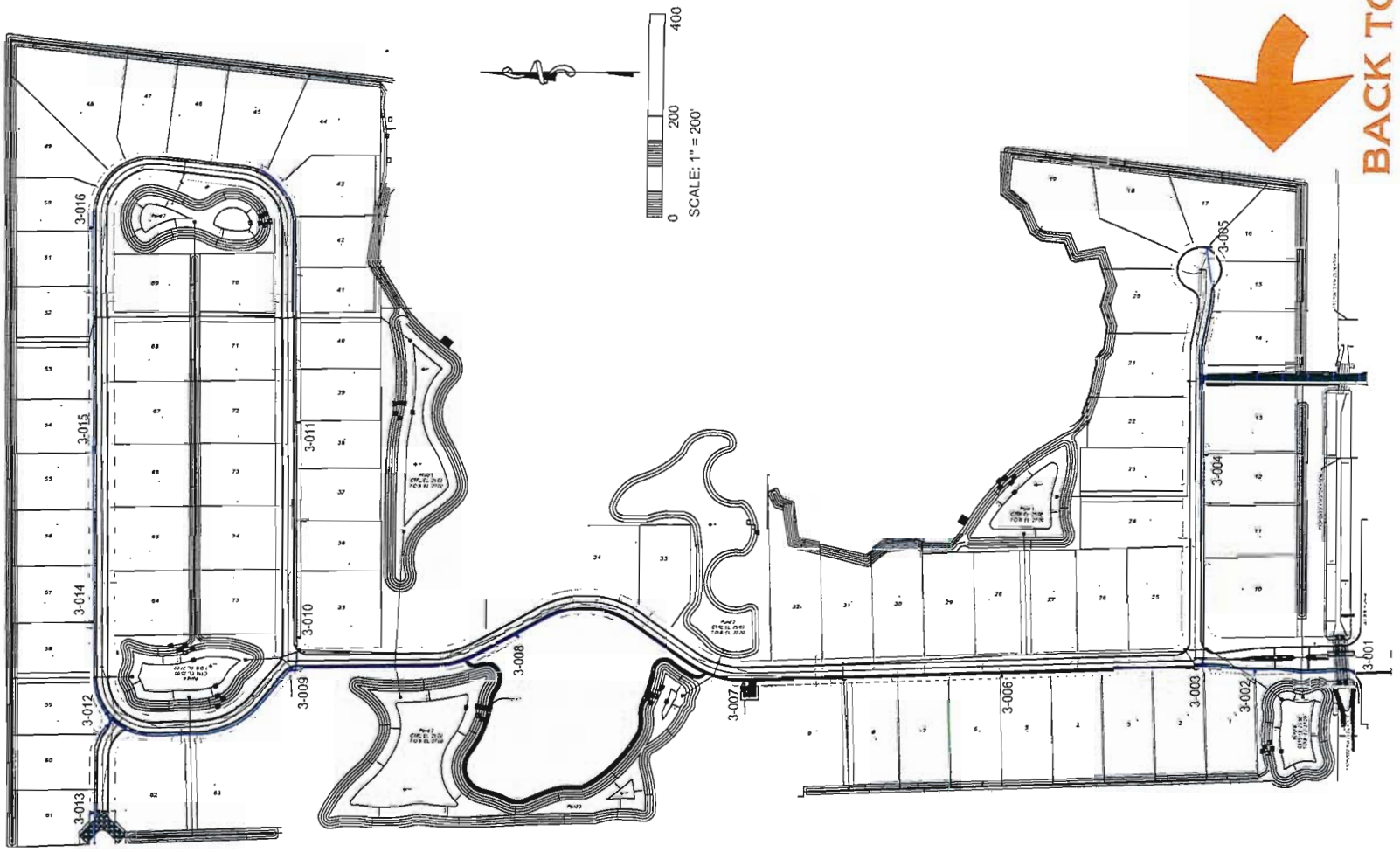
ADD: ALL GRAVITY SEWER MAINS SHOWN ARE 8" DIAMETER
WASTEWATER PLANT
I-95
I-95
16-13-31
PLANTATION BAY
JANUARY, 2012
SCALE: ONE INCH = 1200 FT




PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY UTILITIES PLANT/OLD DIXIE R/W

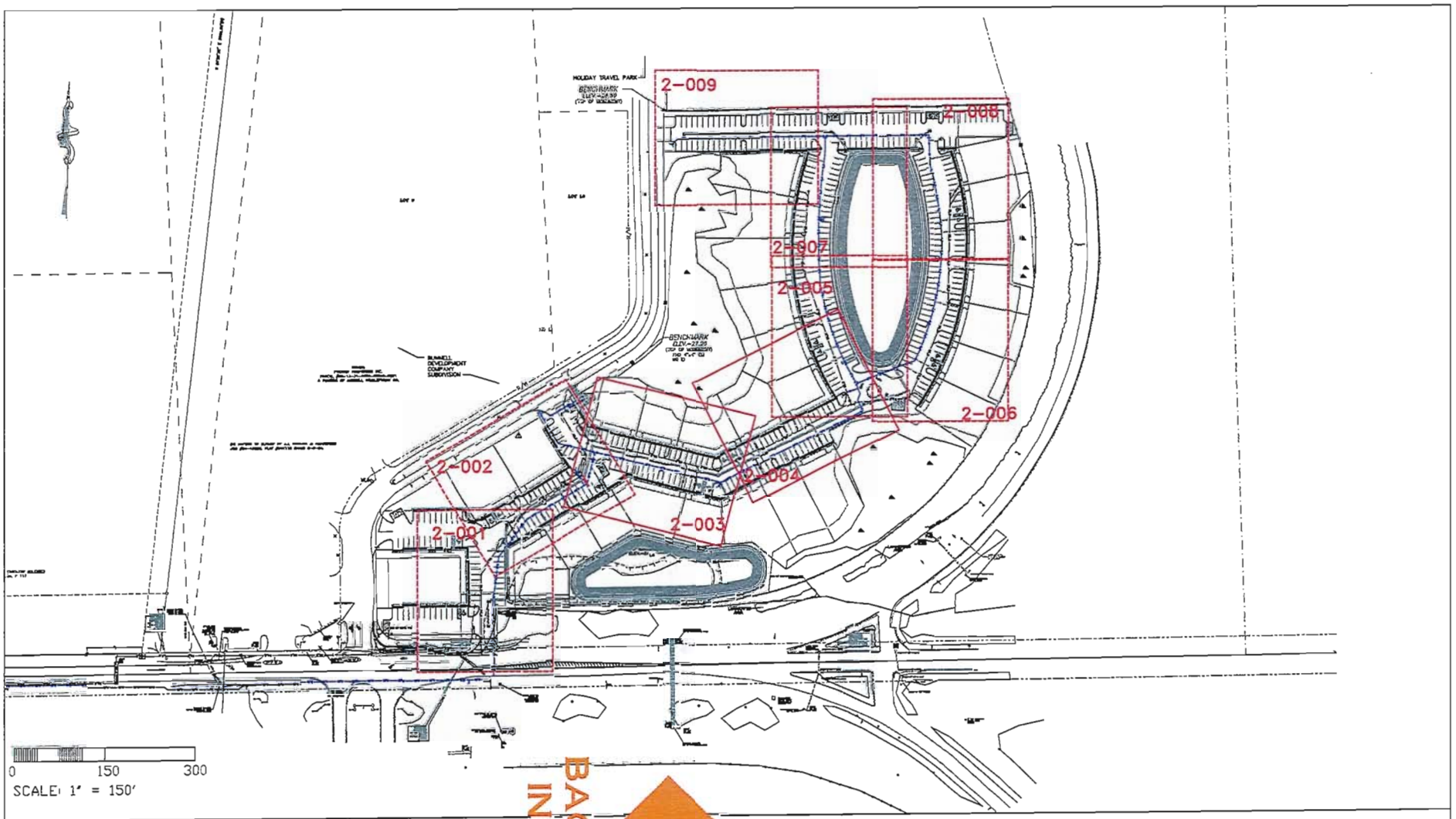



BACK TO INDEX

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION ESTATES

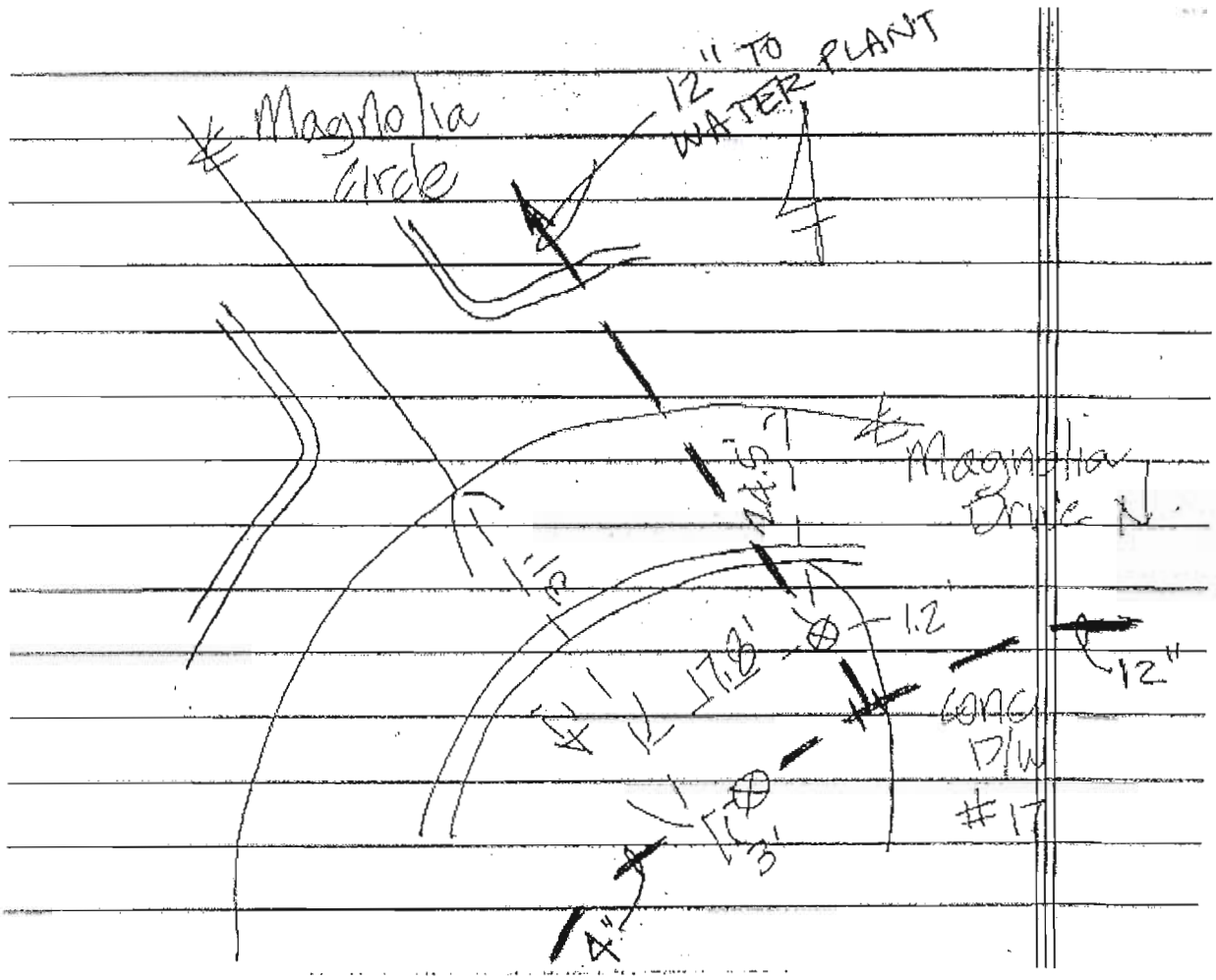



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY DIXIE COMMONS

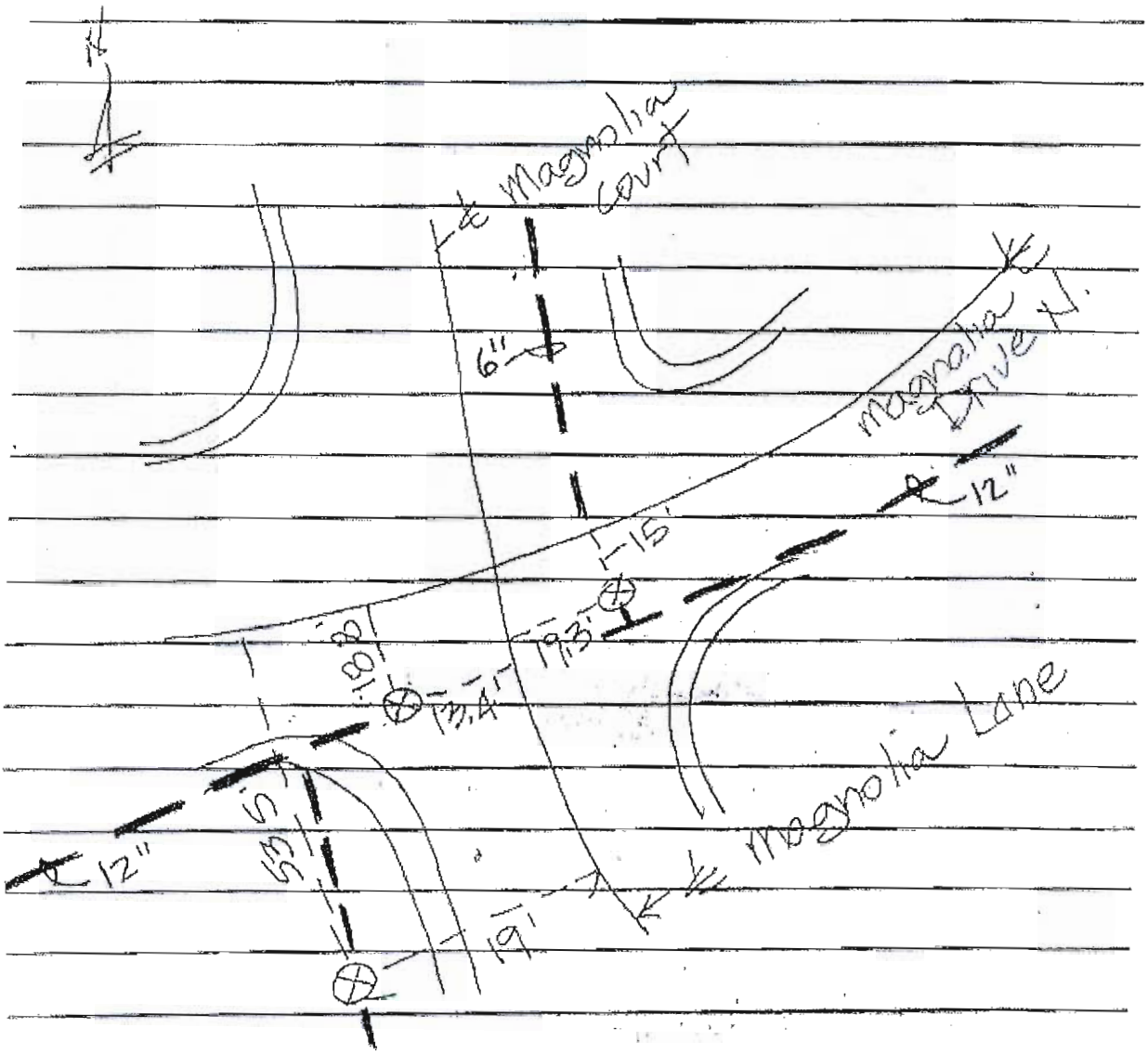
BACK TO INDEX




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: MAGNOLIA SHEET: 1

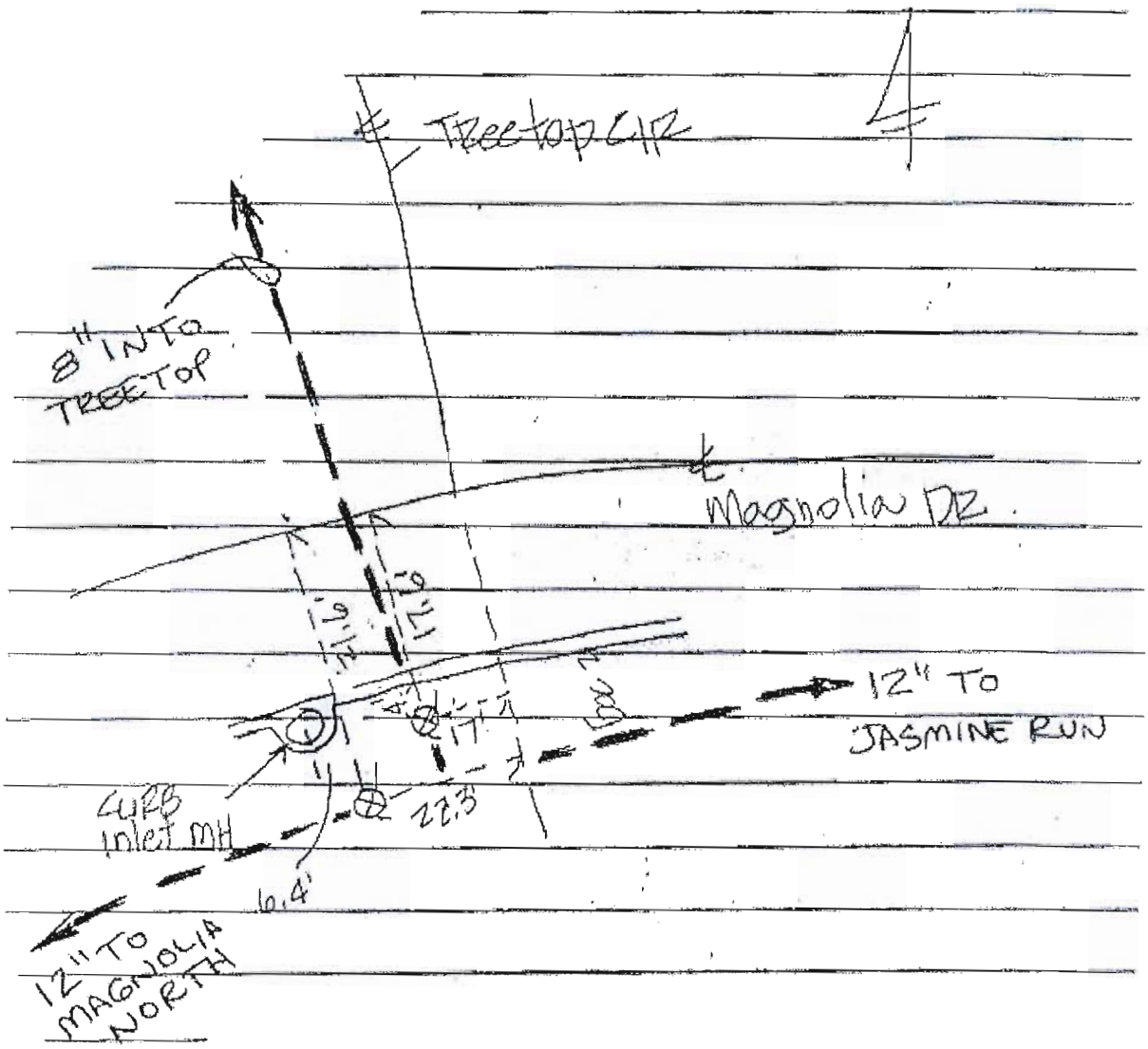
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: MAGNOLIA SHEET: 2

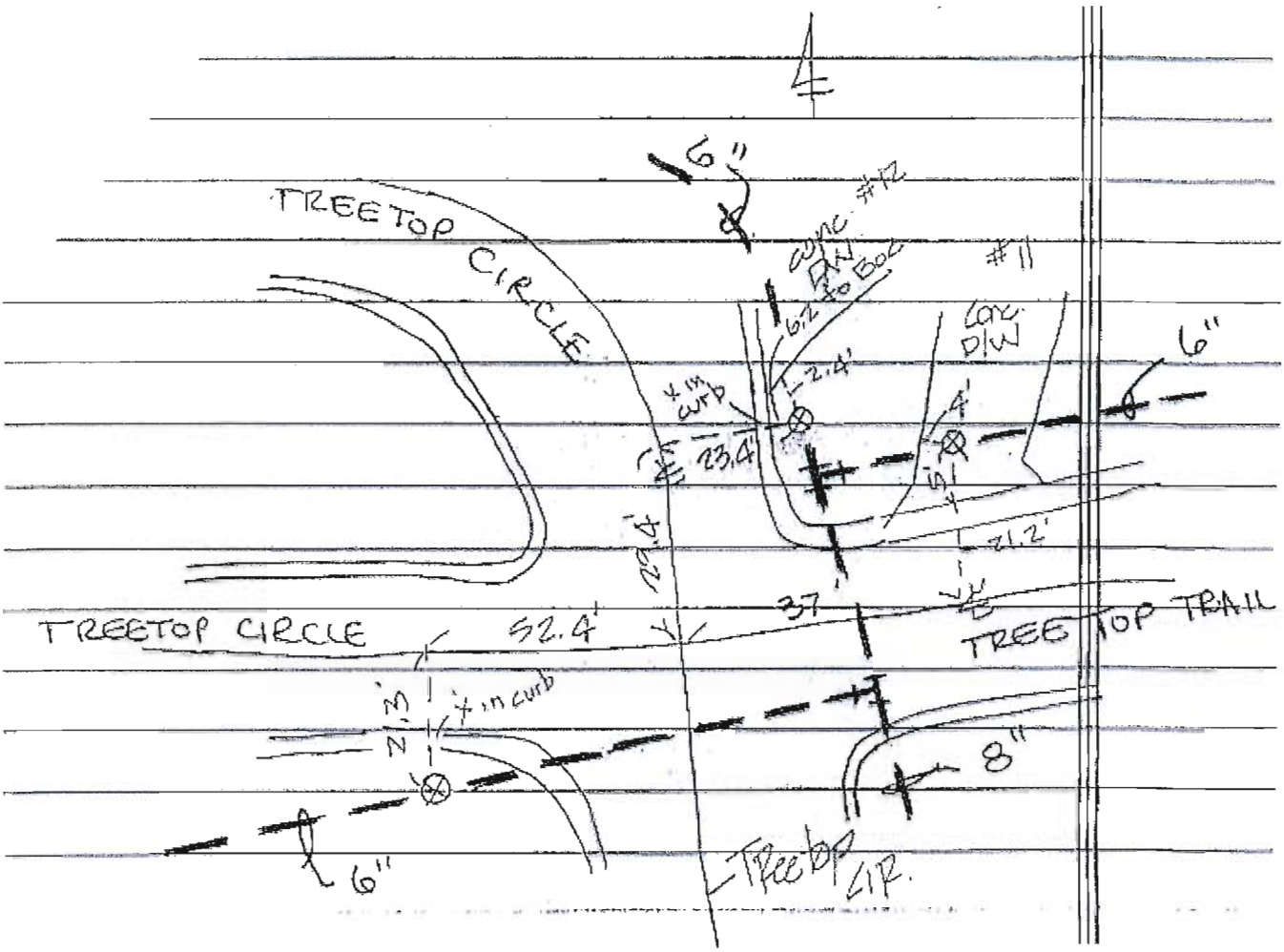
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: TREETOP SHEET: 3

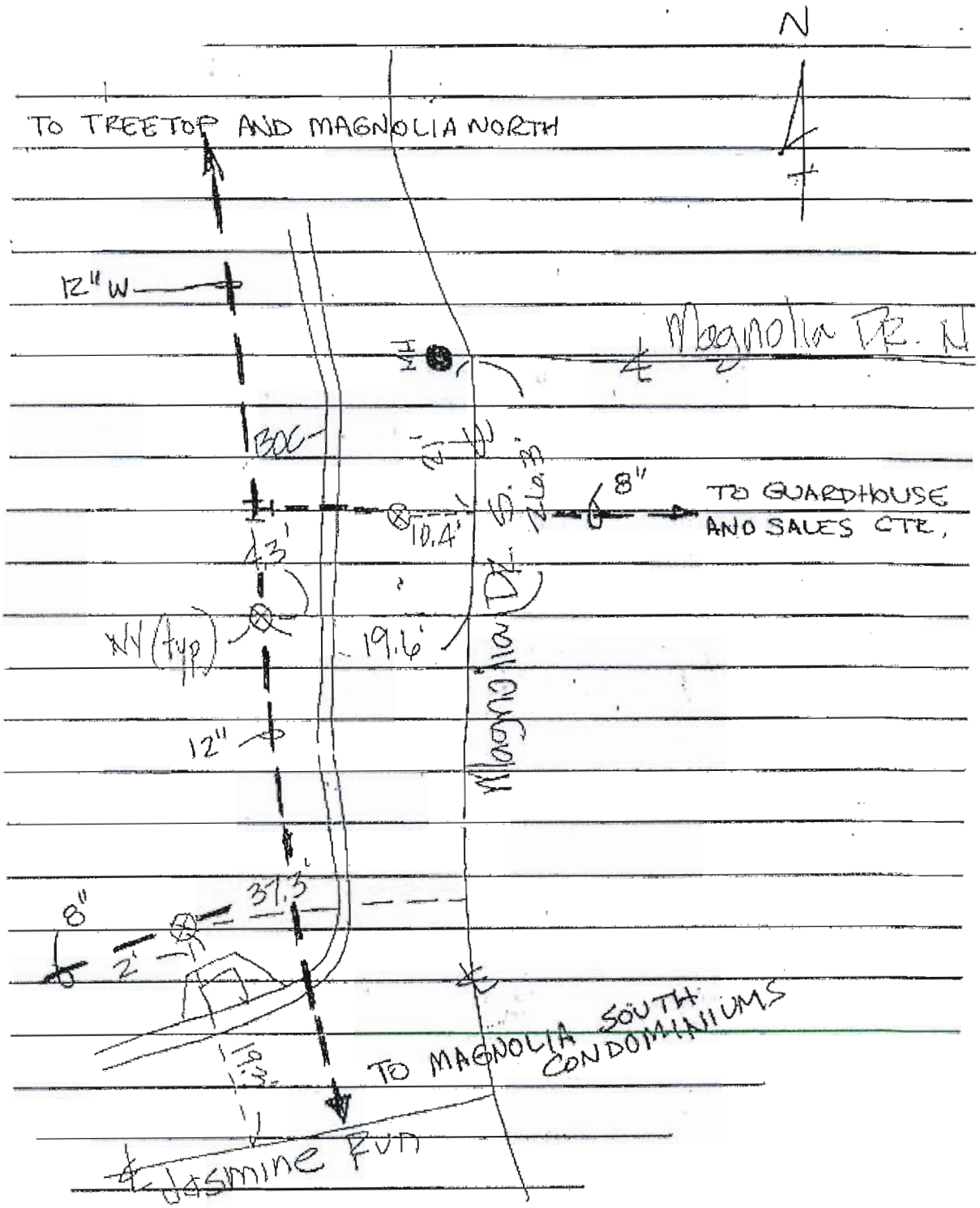
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: TREETOP SHEET: 4

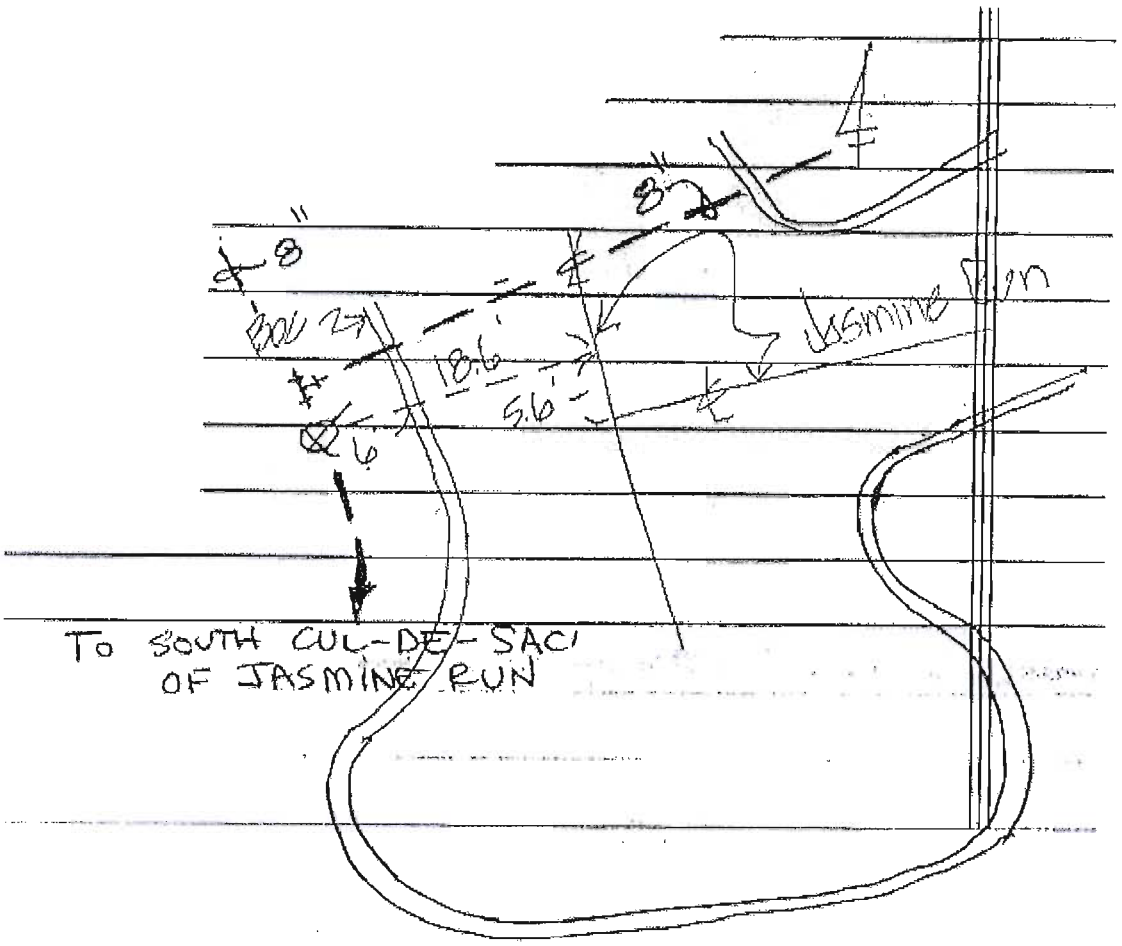
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: JASMINE RUN SHEET: 5

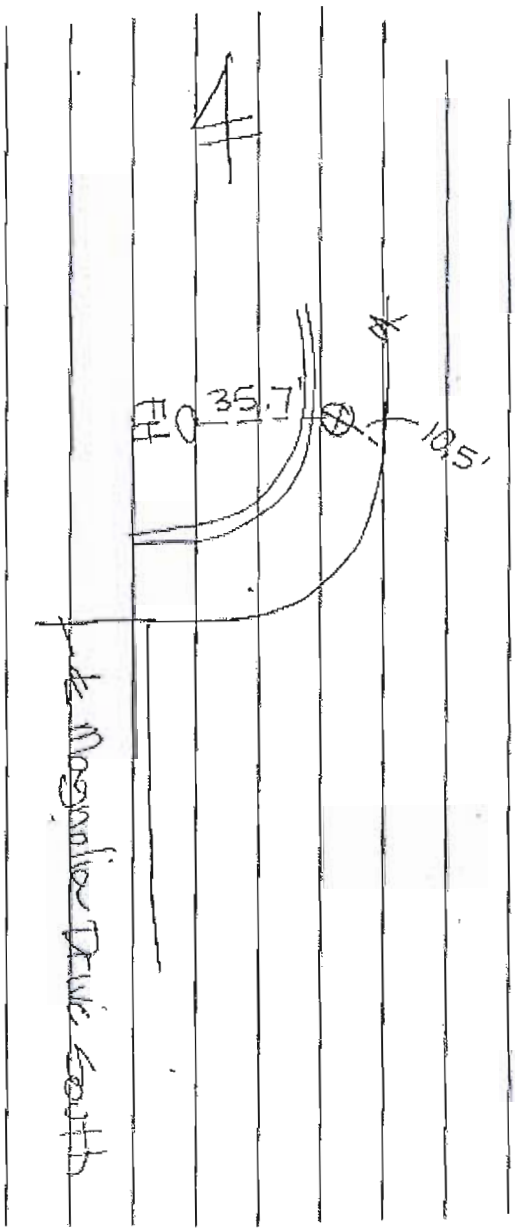
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: JASMINE RUN SHEET: 6

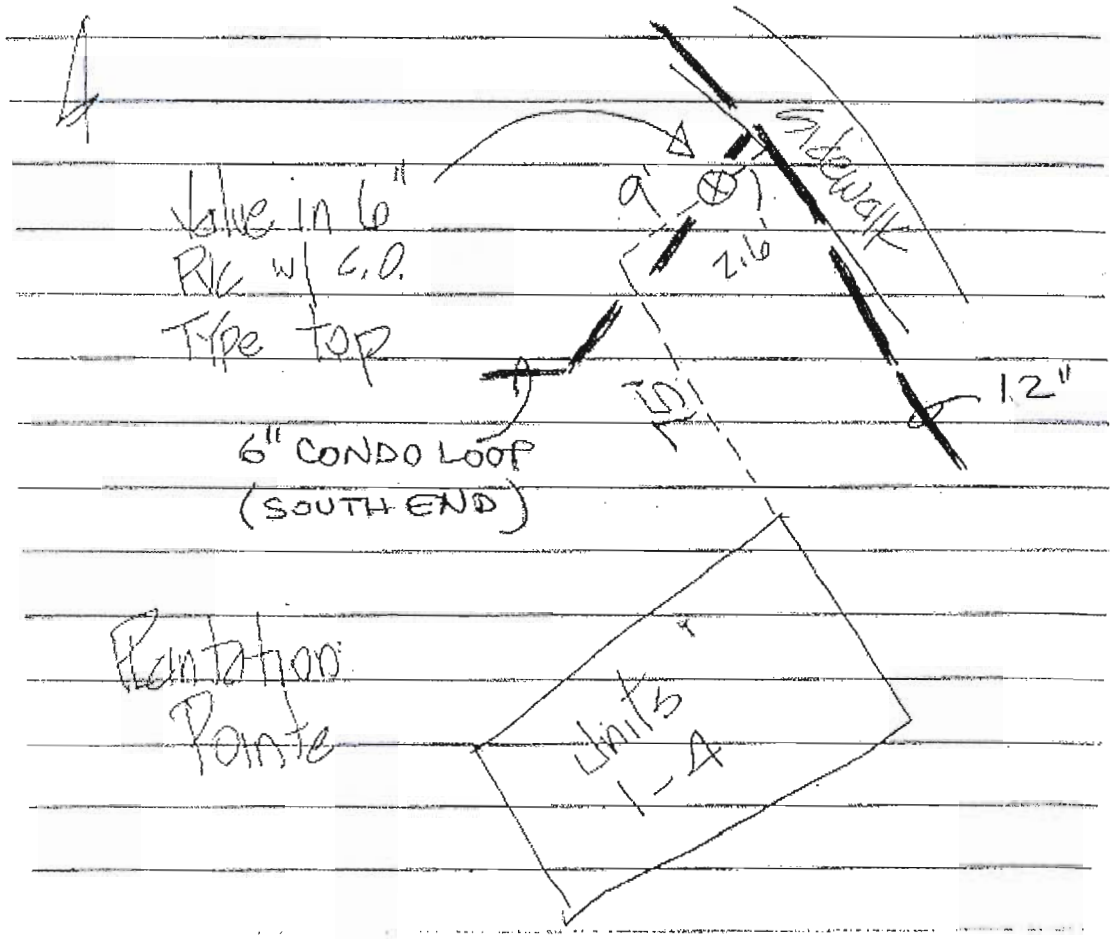
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: MAGNOLIA SOUTH SHEET: 7

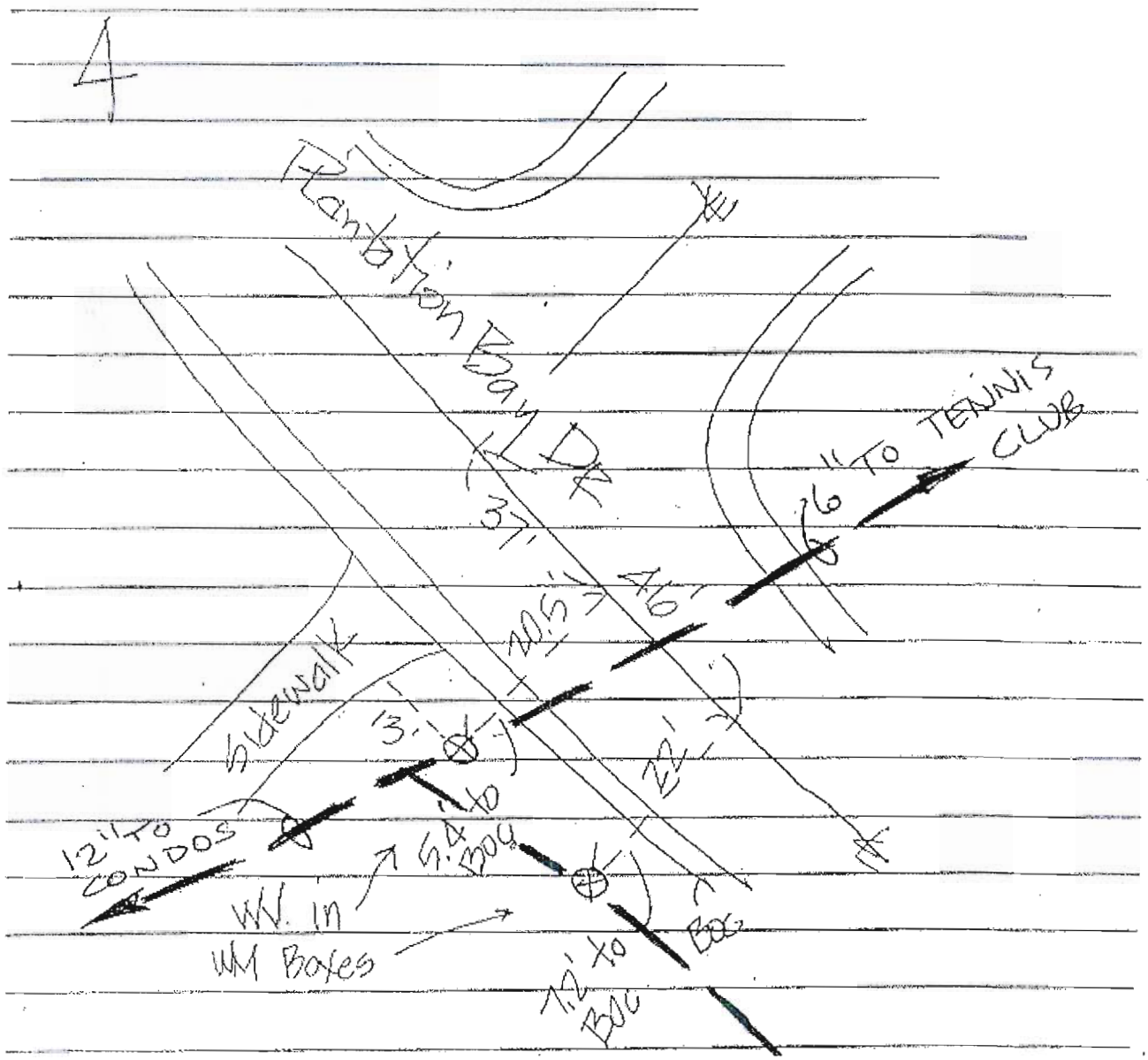
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: MAGNOLIA SOUTH SHEET: 8

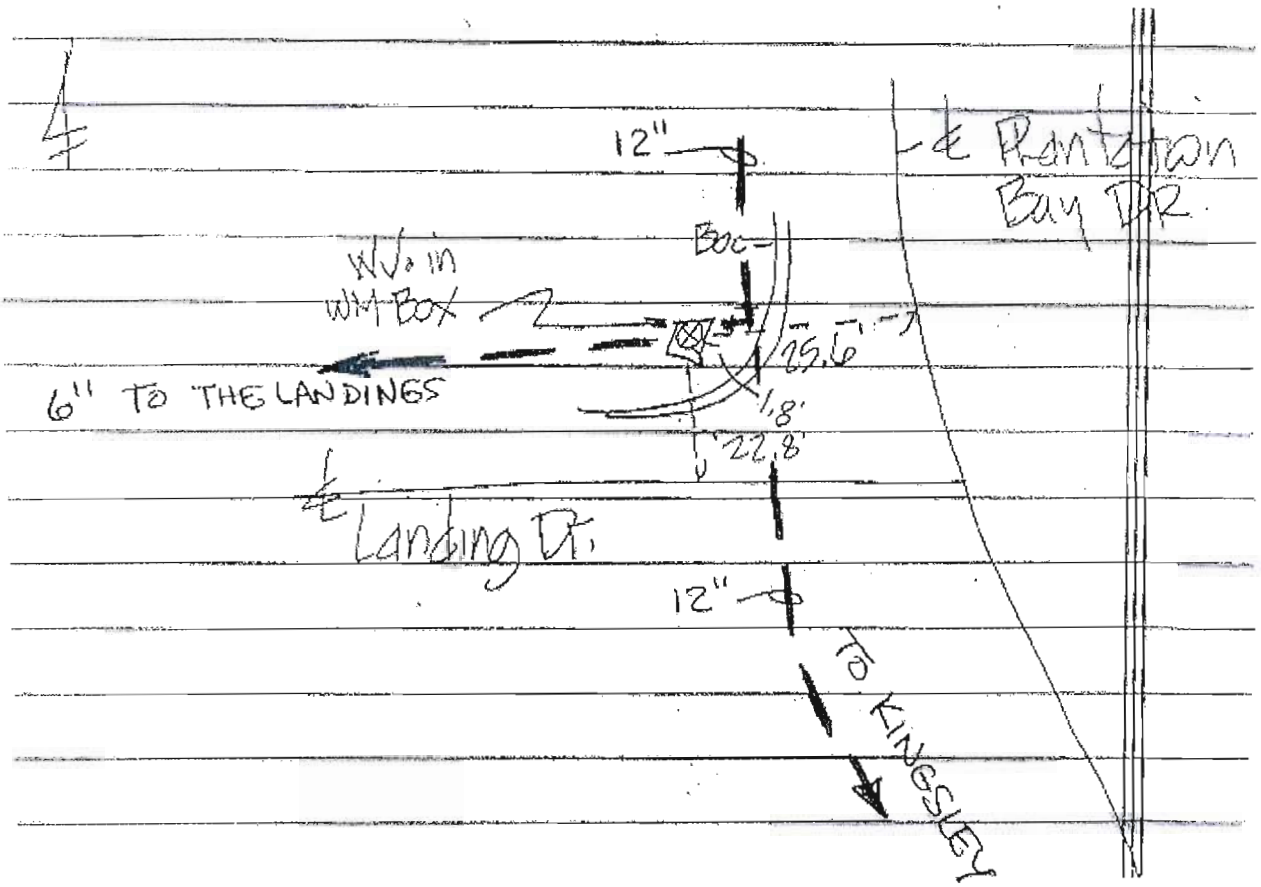
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: TENNIS CLUB SHEET: 9

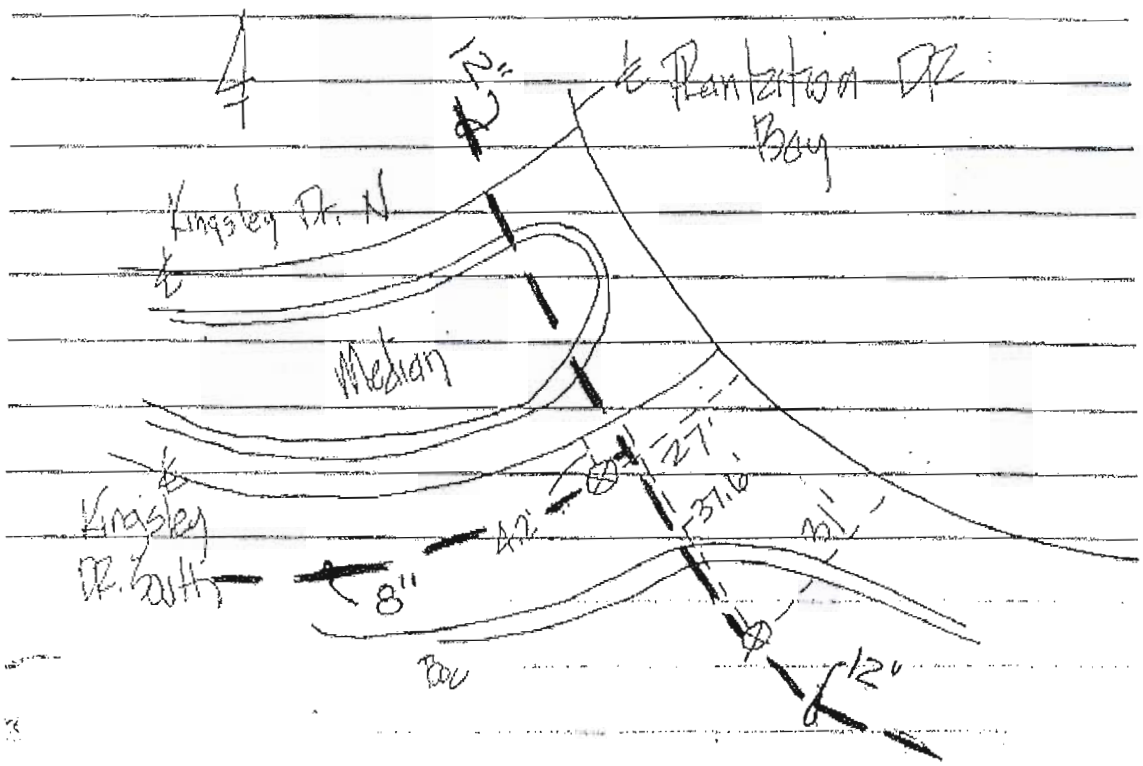
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: LANDINGS SHEET: 10

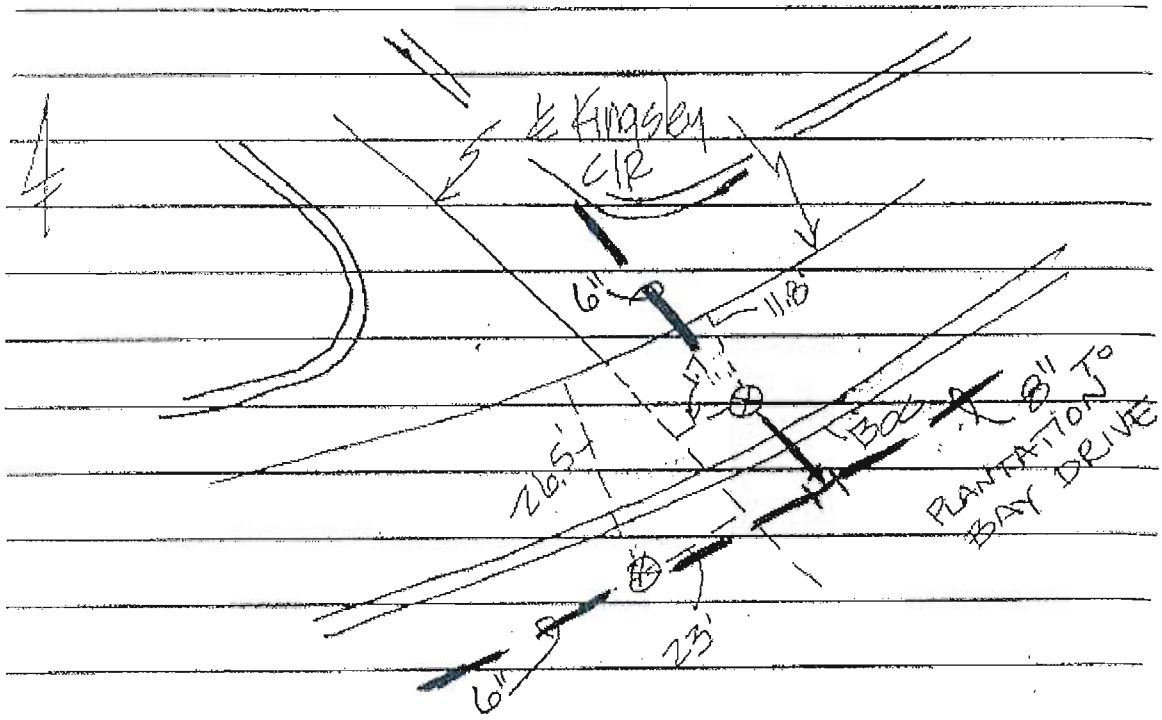
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: KINGSLEY SHEET: 11

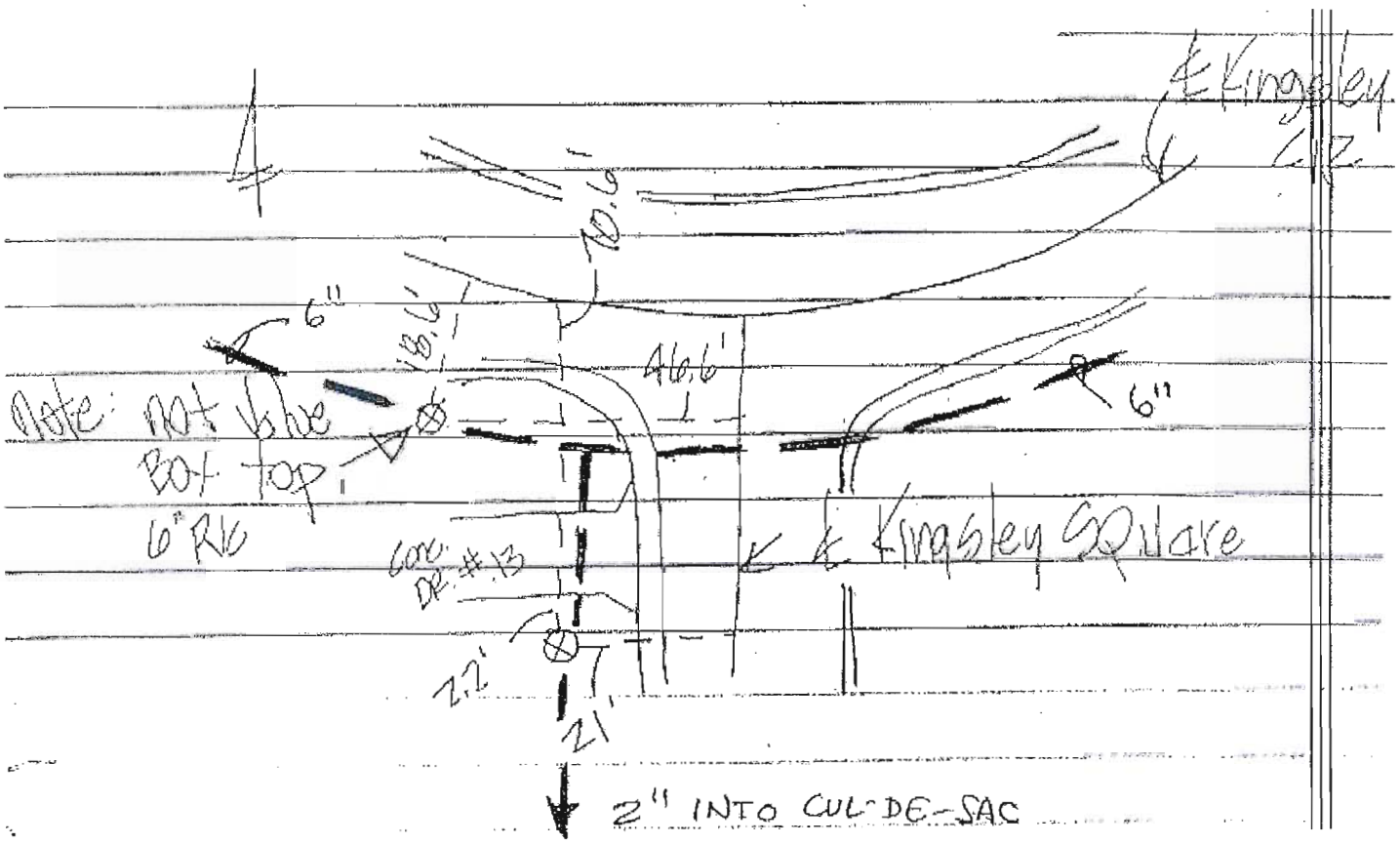
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: KINGSLEY SHEET: 12

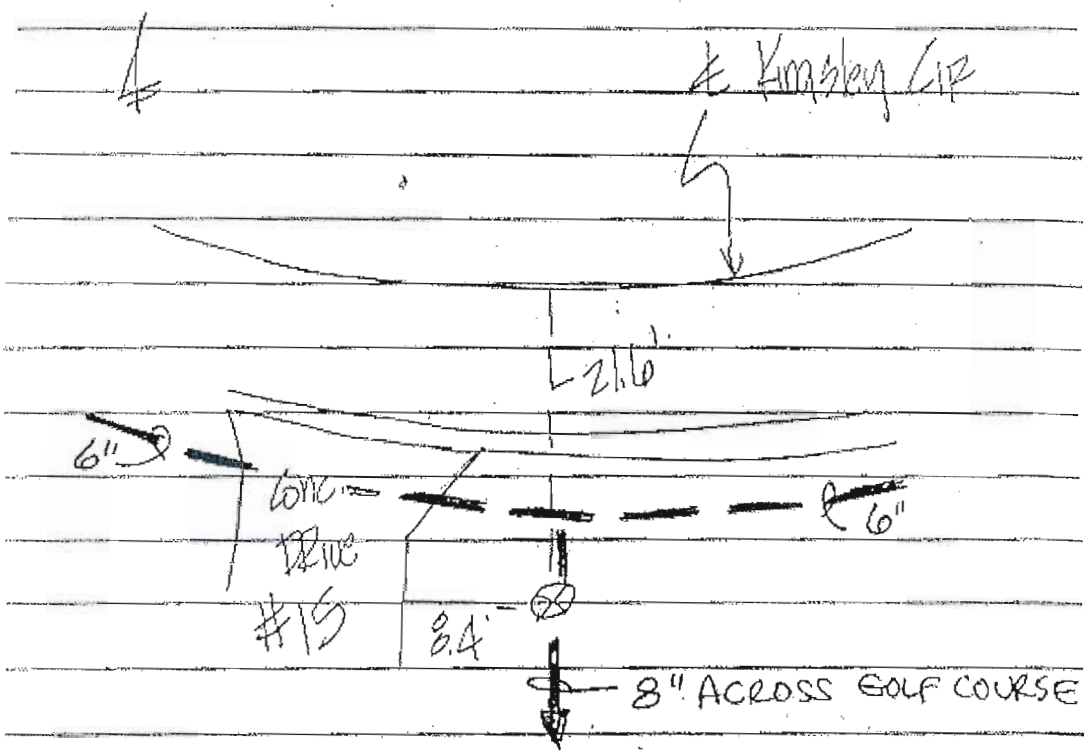
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: KINGSLEY SHEET: 12

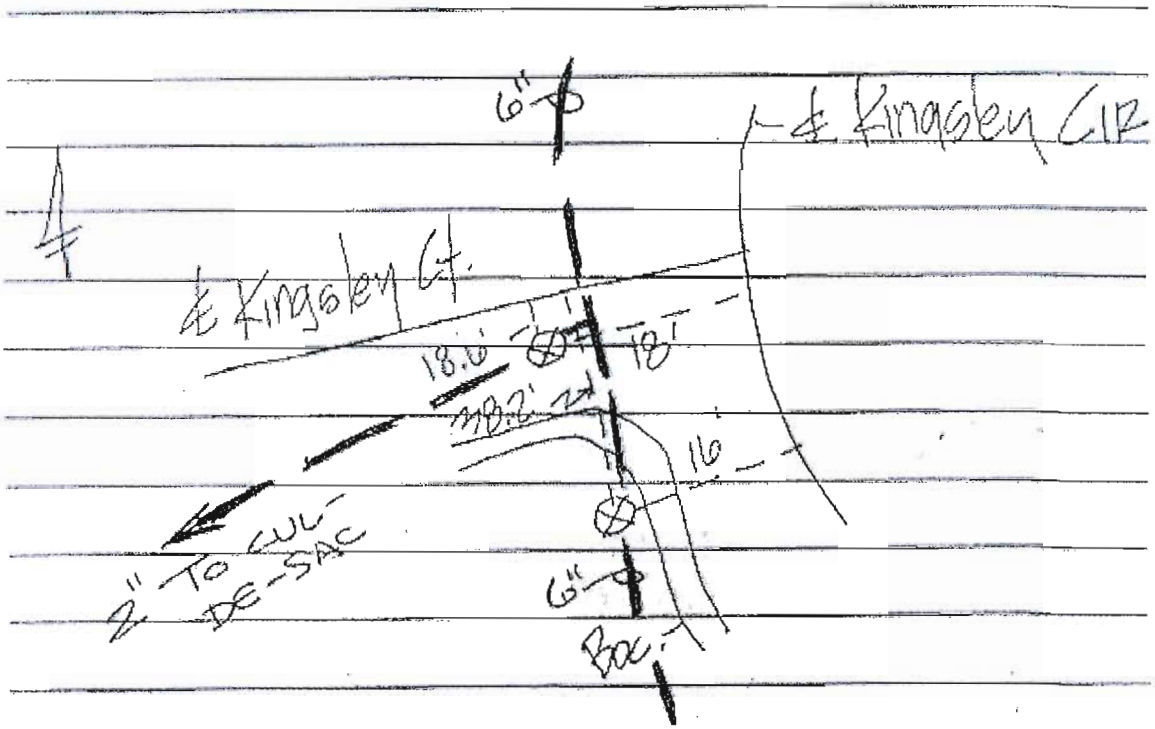
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: KINGSLEY SHEET: 14

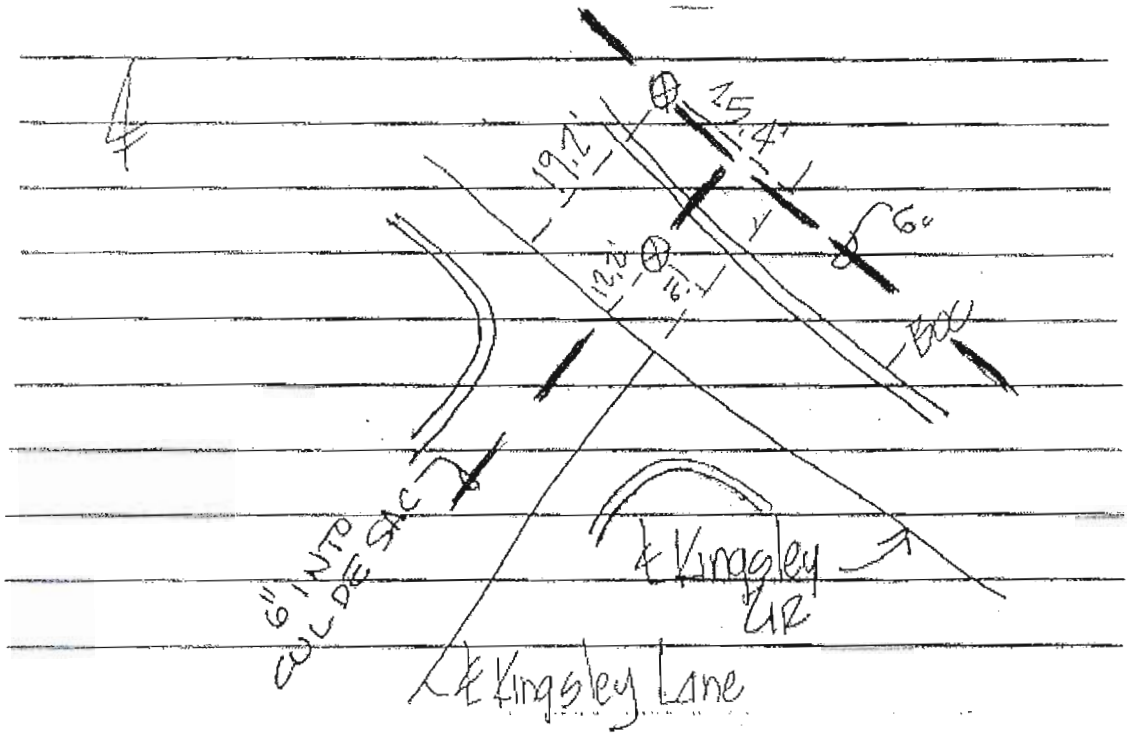
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: KINGSLEY SHEET: 15

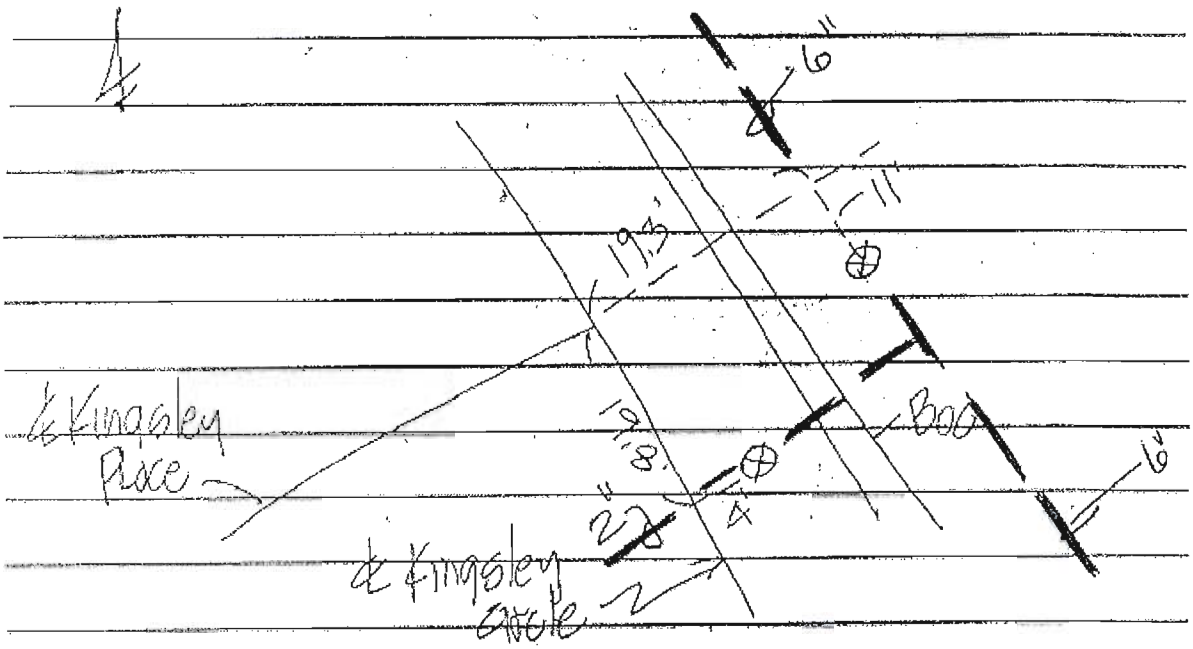
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: KINGSLEY SHEET: 16

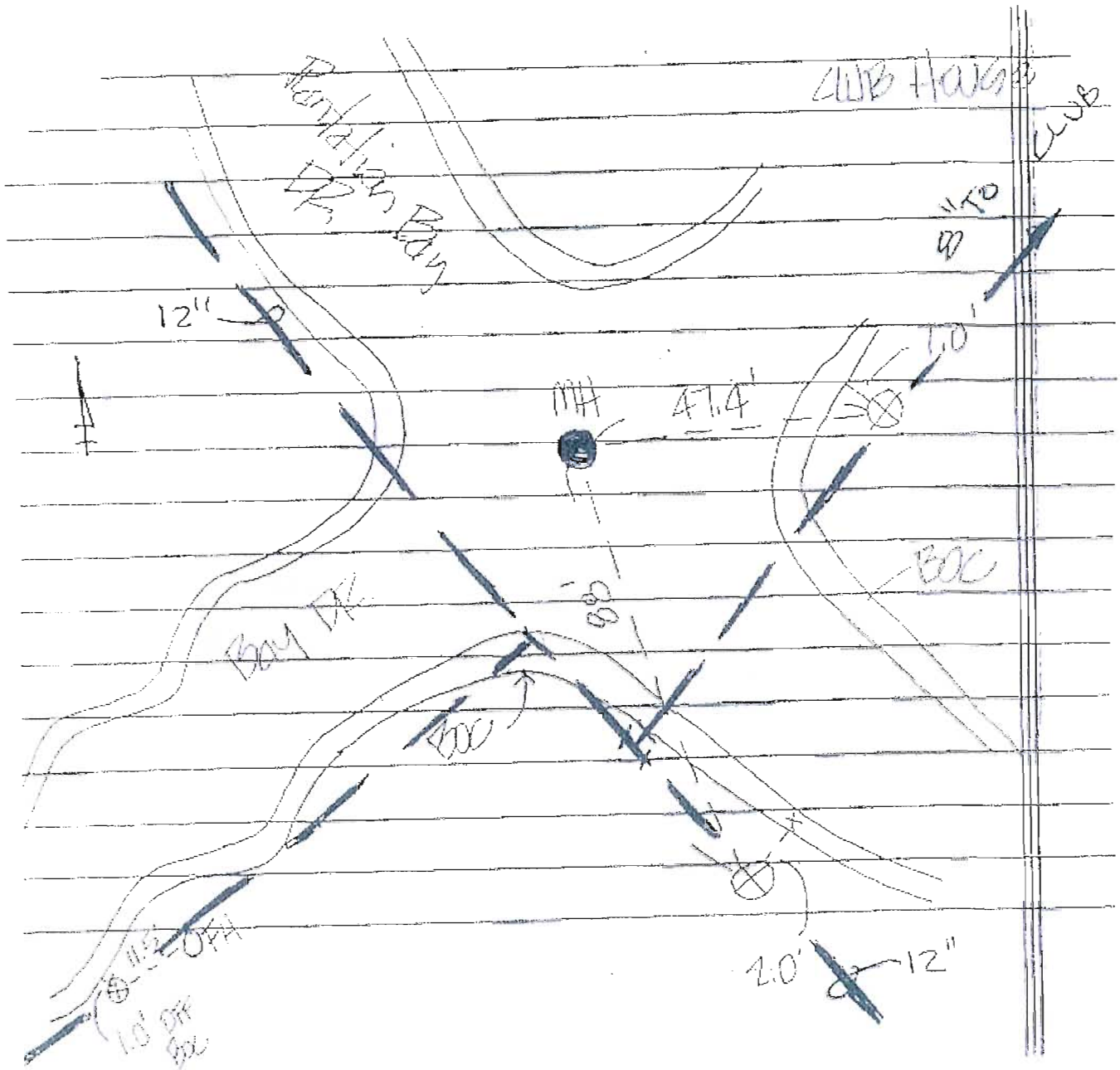
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: KINGSLEY SHEET: 17

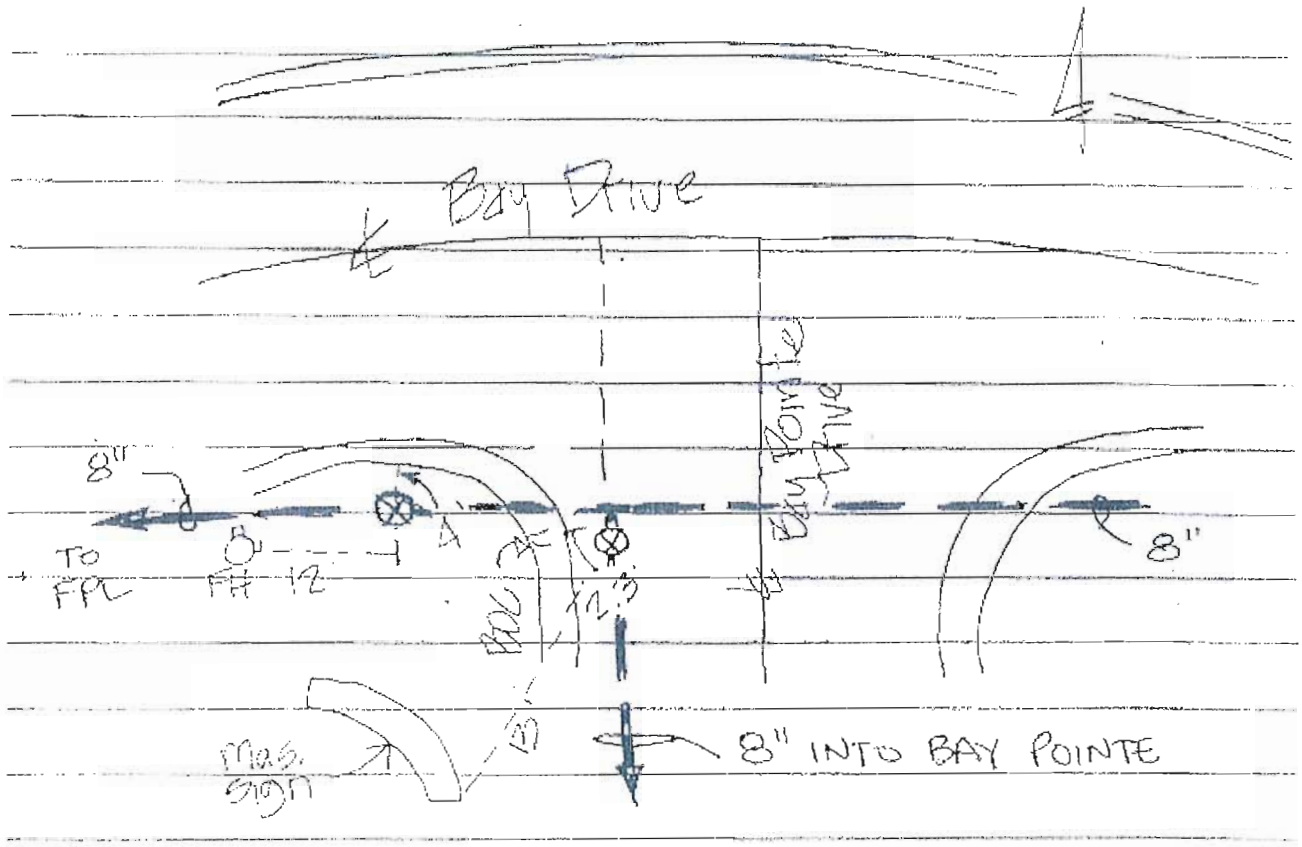
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: CLUB DE BONMONT SHEET: 18

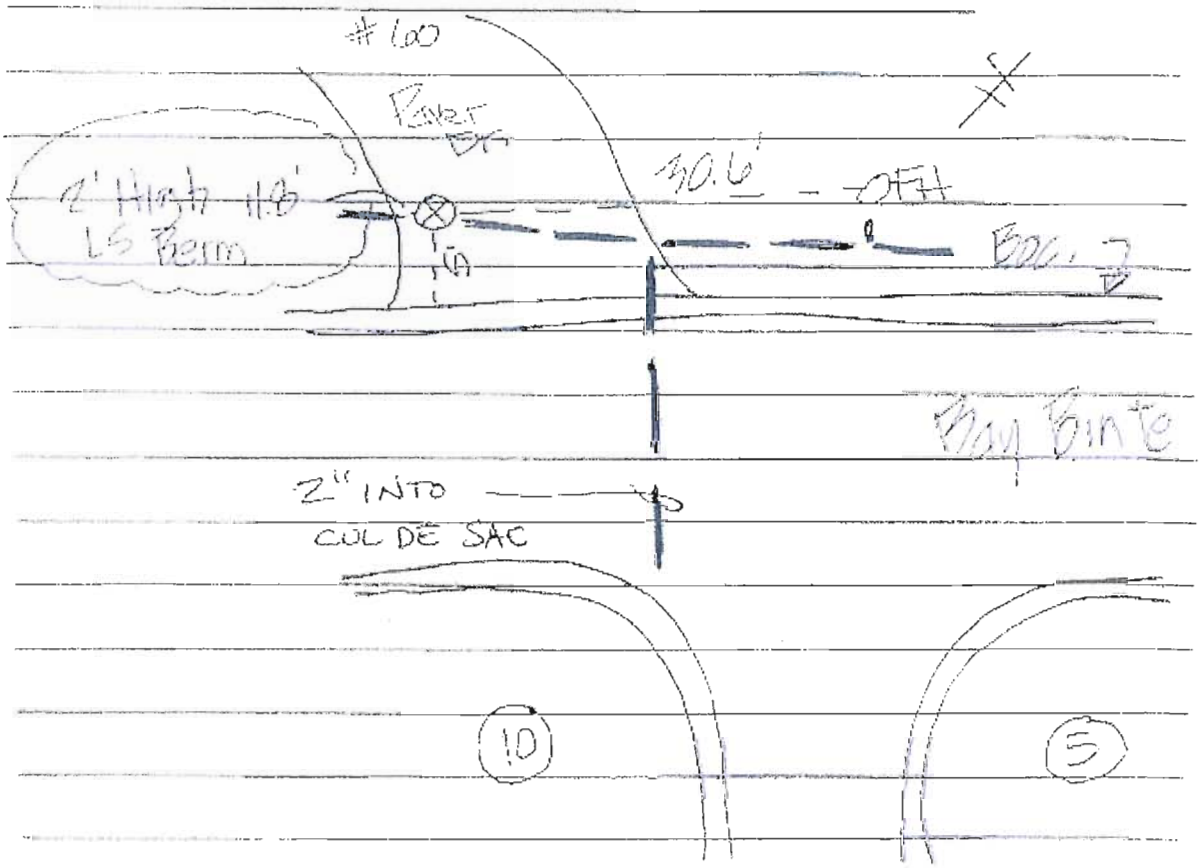
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: BAY POINTE SHEET: 19

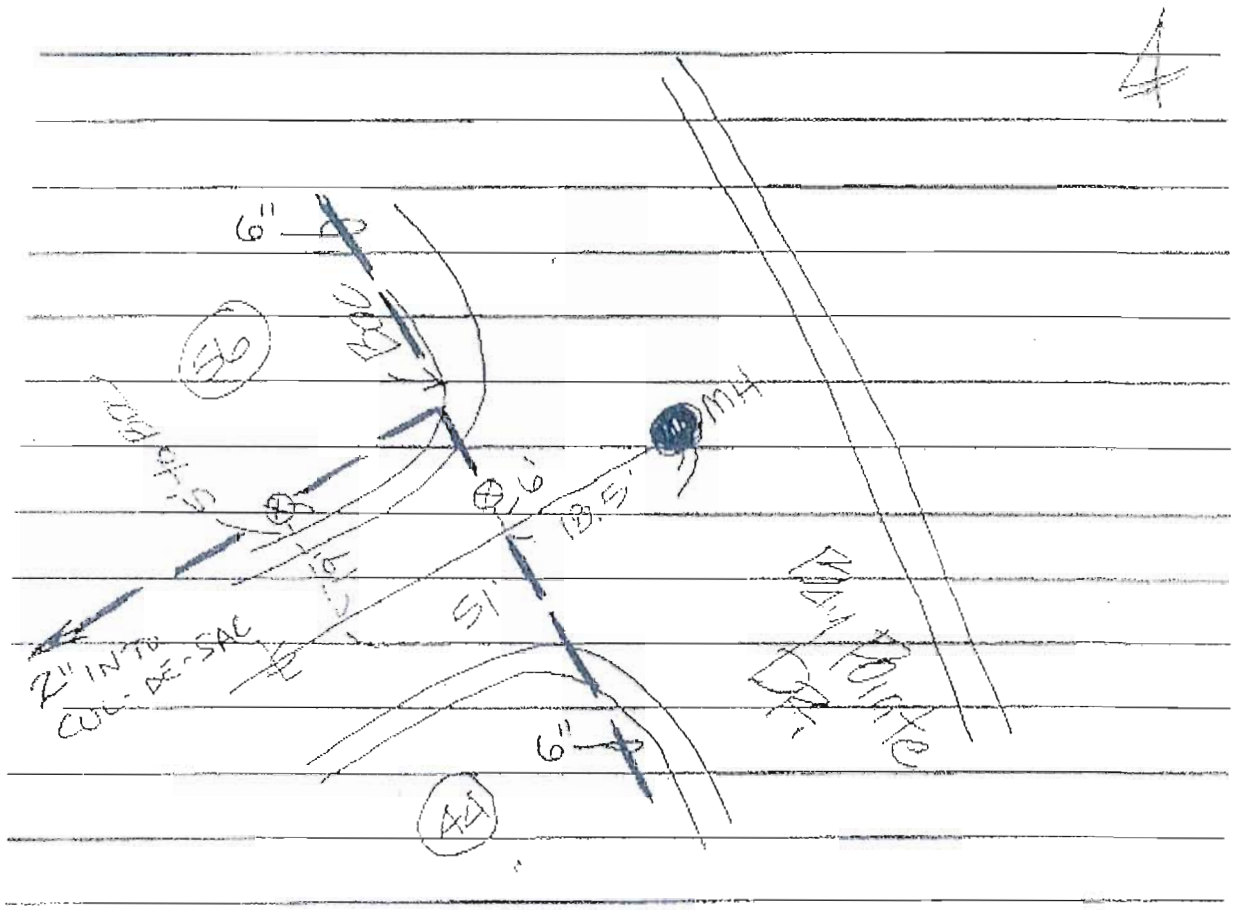
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: BAY POINTE SHEET: 20

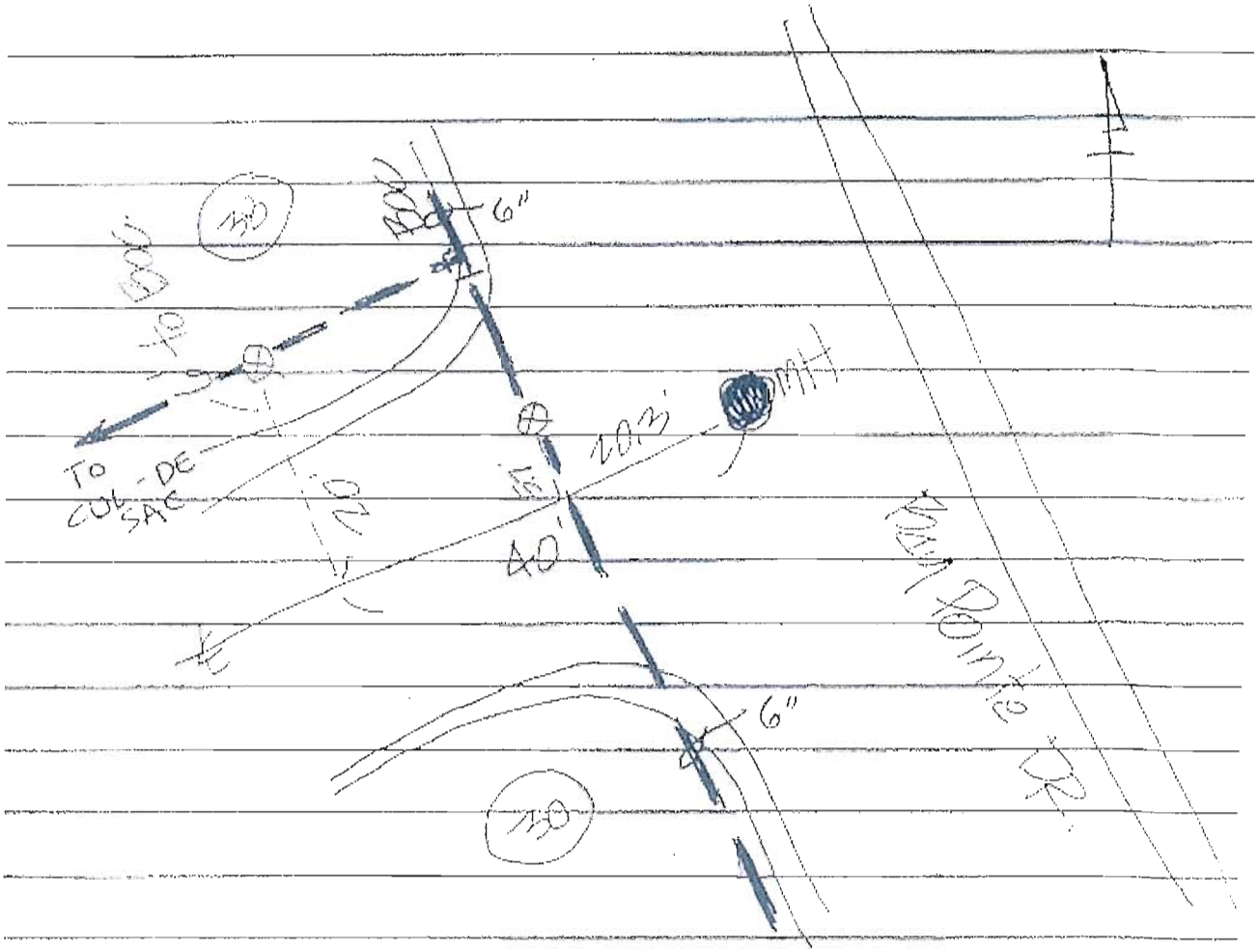
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: BAY POINTE SHEET: 21

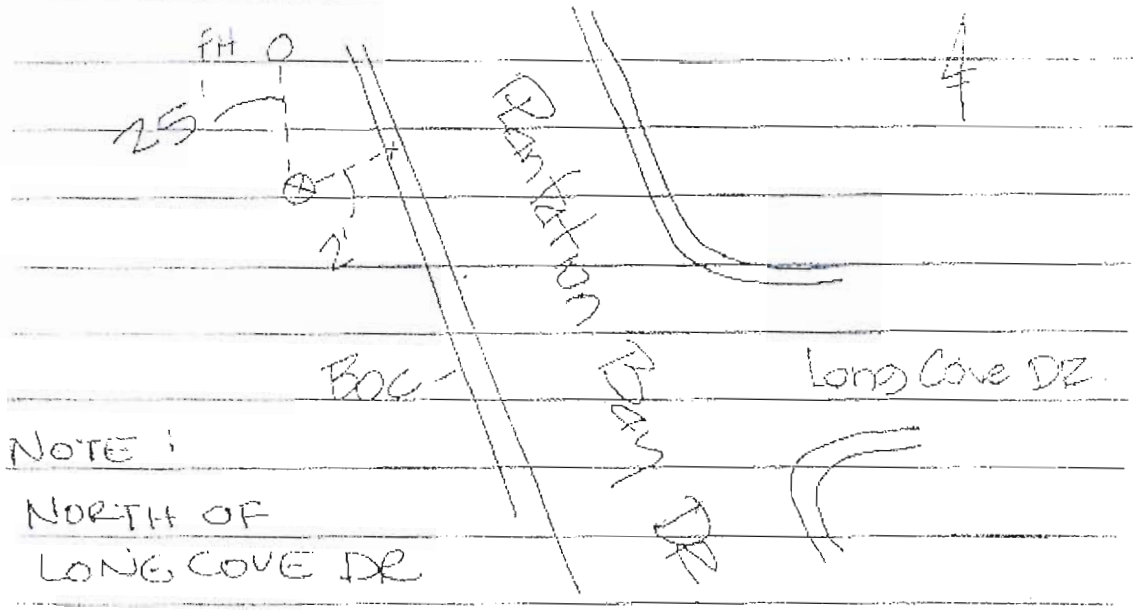
BACK TO KEY MAP

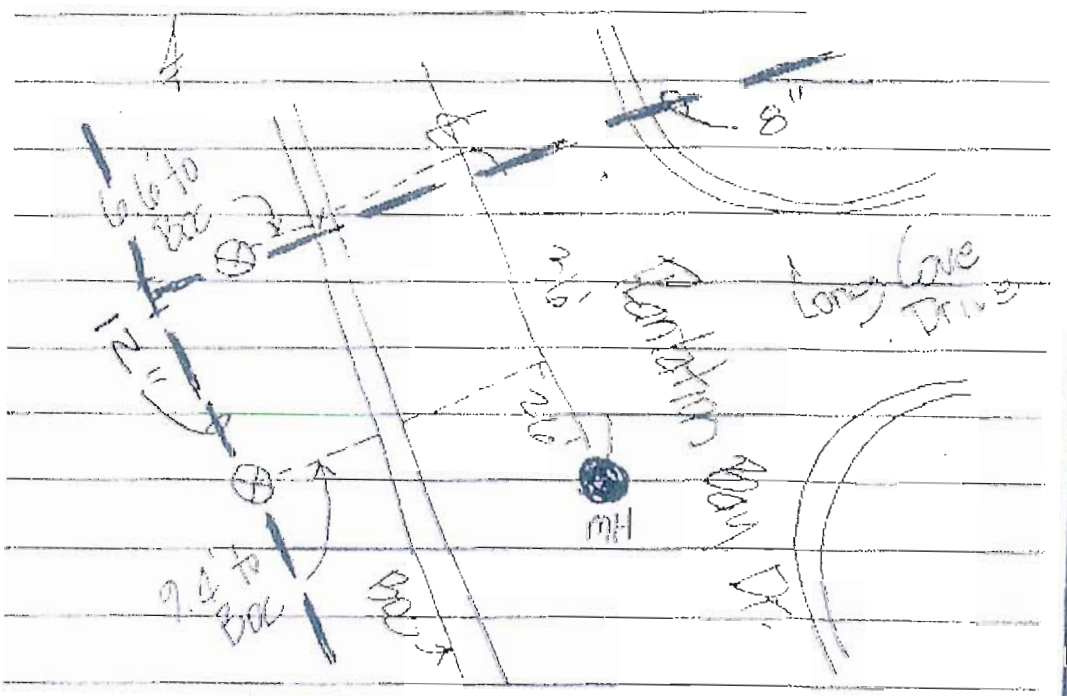



PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: BAY POINTE SHEET: 22

BACK TO KEY MAP

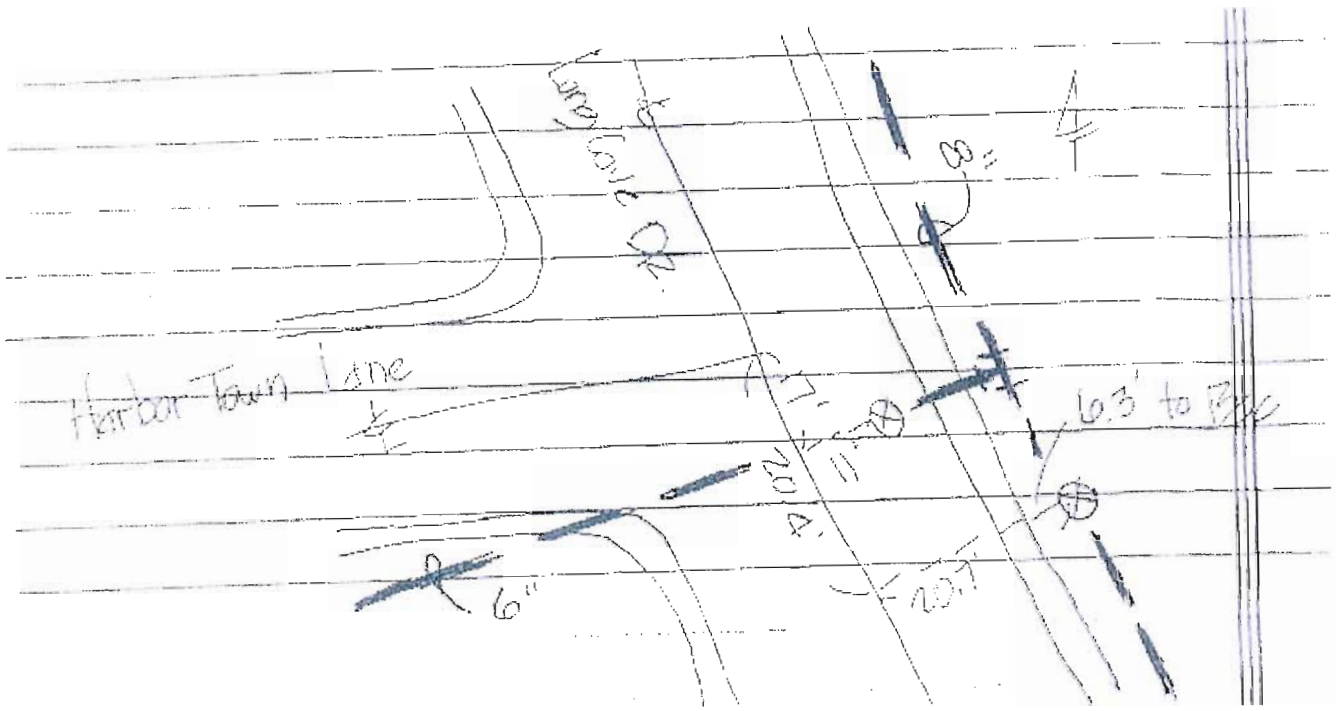



PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: LAGO GRANDE SHEET: 23

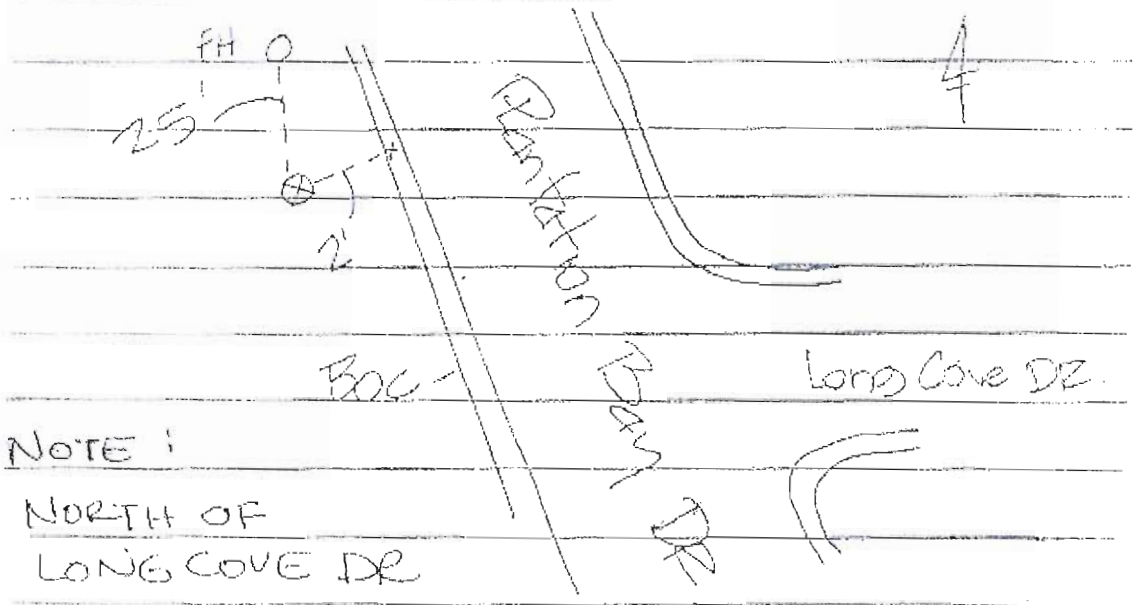
BACK TO KEY MAP

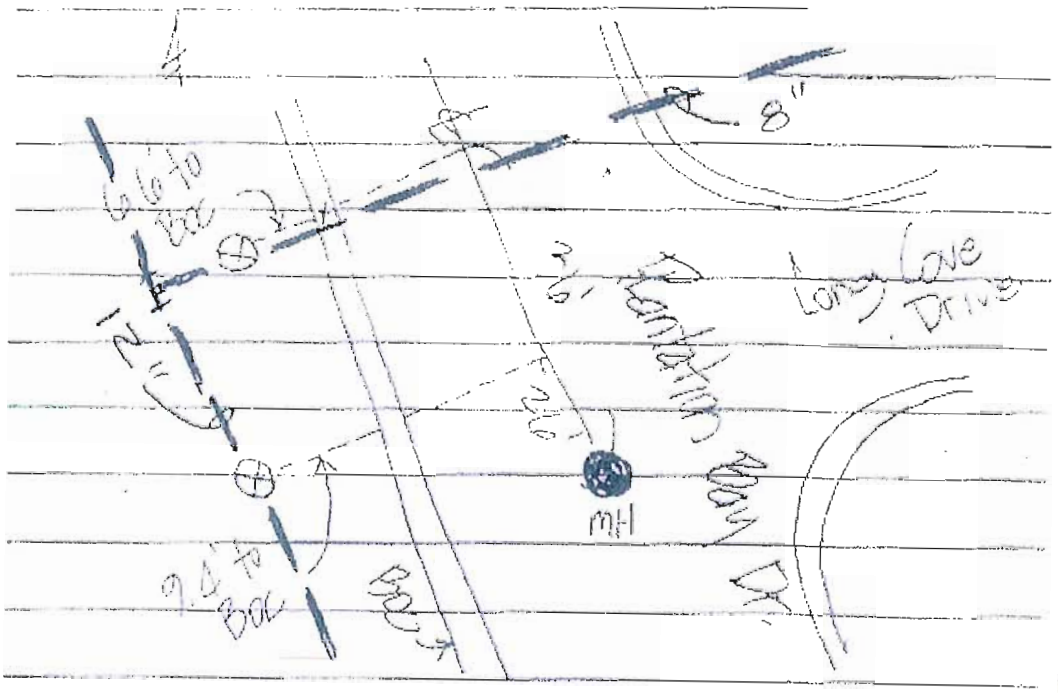



PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: LAGO GRANDE SHEET: 24

BACK TO KEY MAP

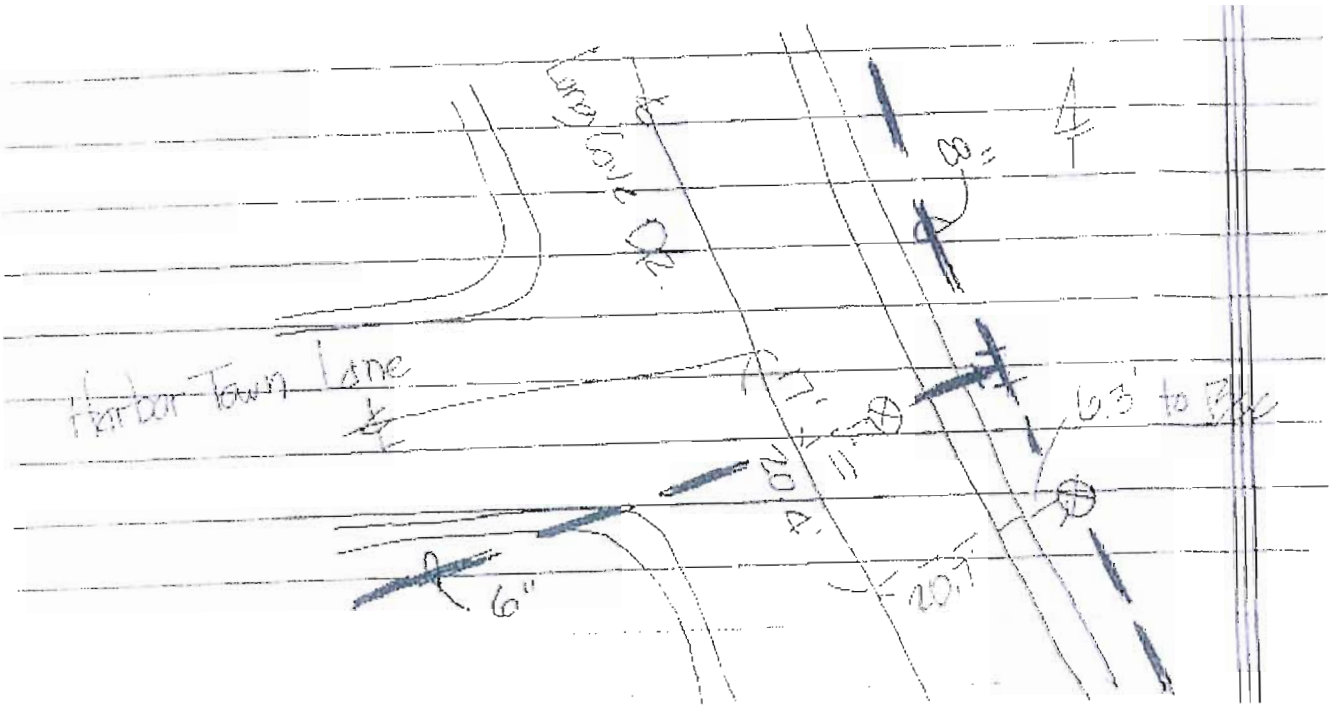



PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: LAGO GRANDE SHEET: 23

BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

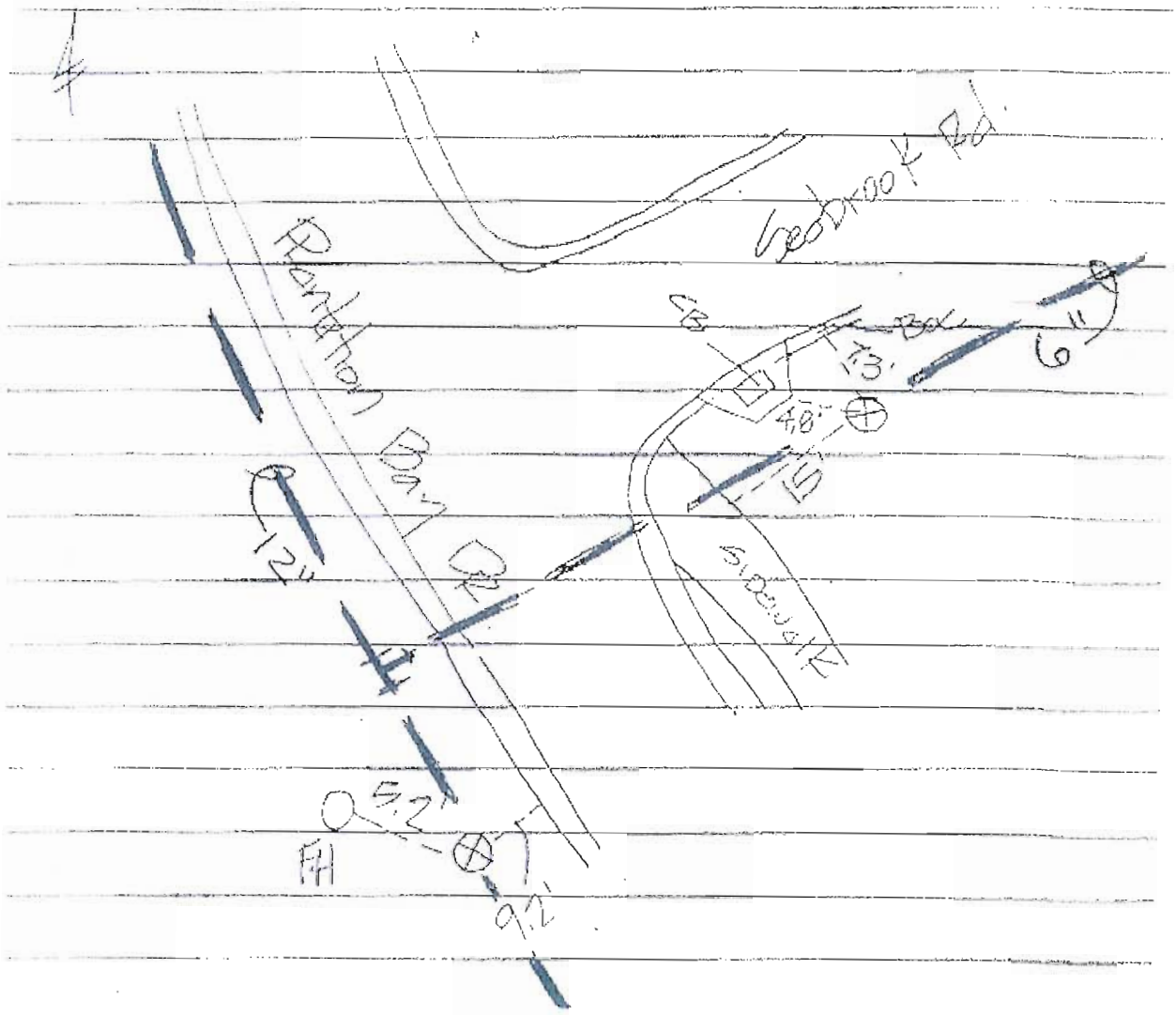
COMMUNITY: LAGO GRANDE SHEET: 24

BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: LAGO GRANDE SHEET: 25

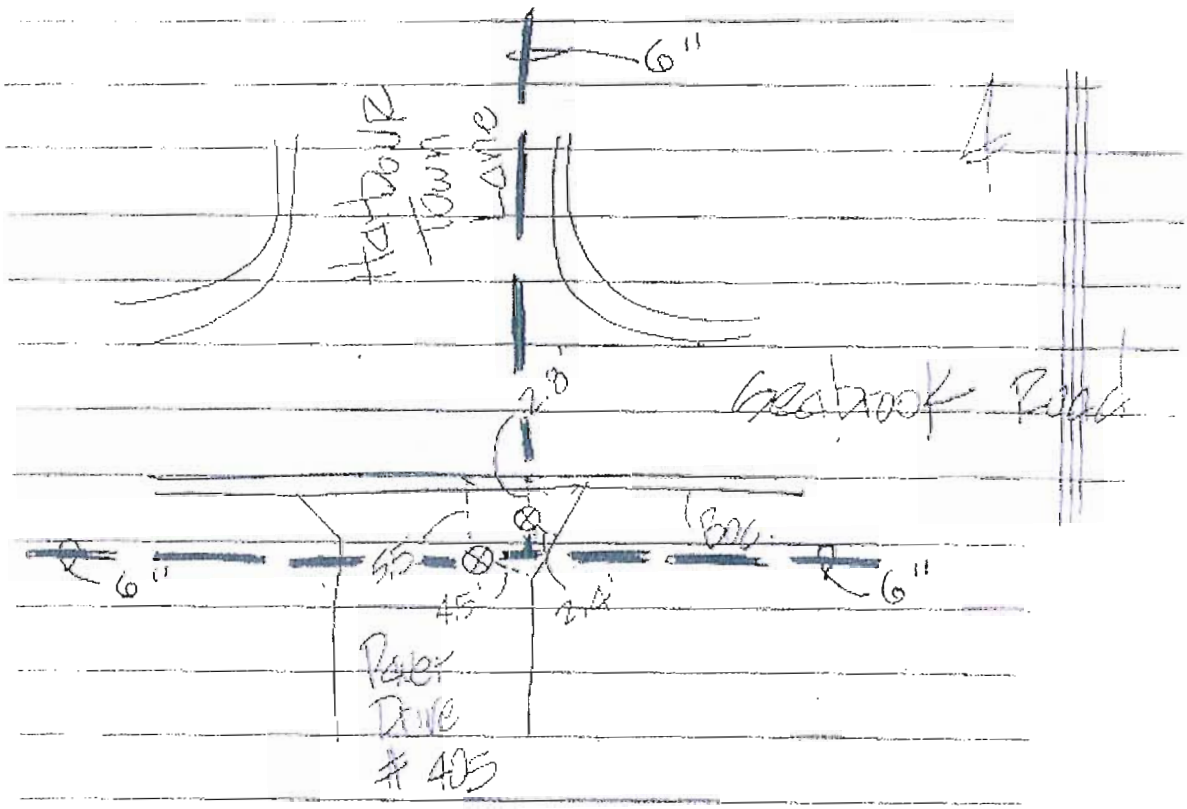
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: LAGO GRANDE SHEET: 26

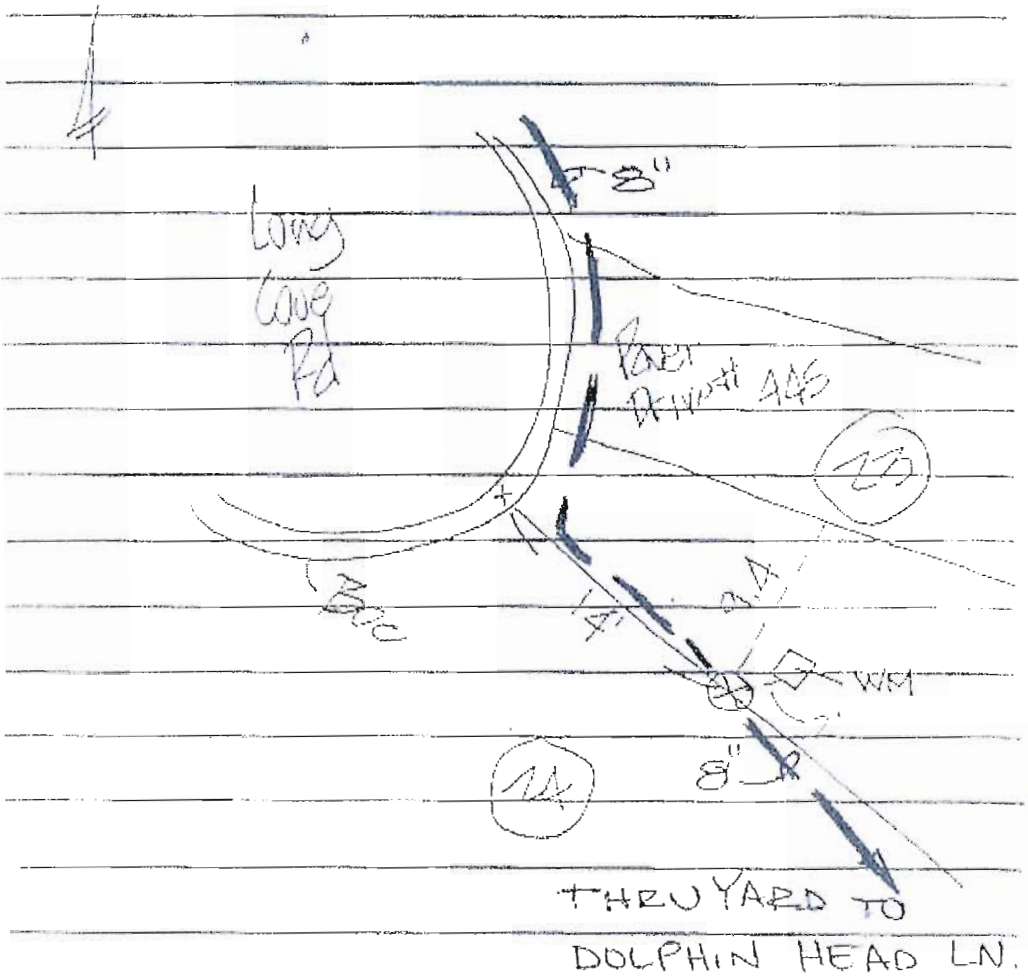
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: LAGO GRANDE SHEET: 27

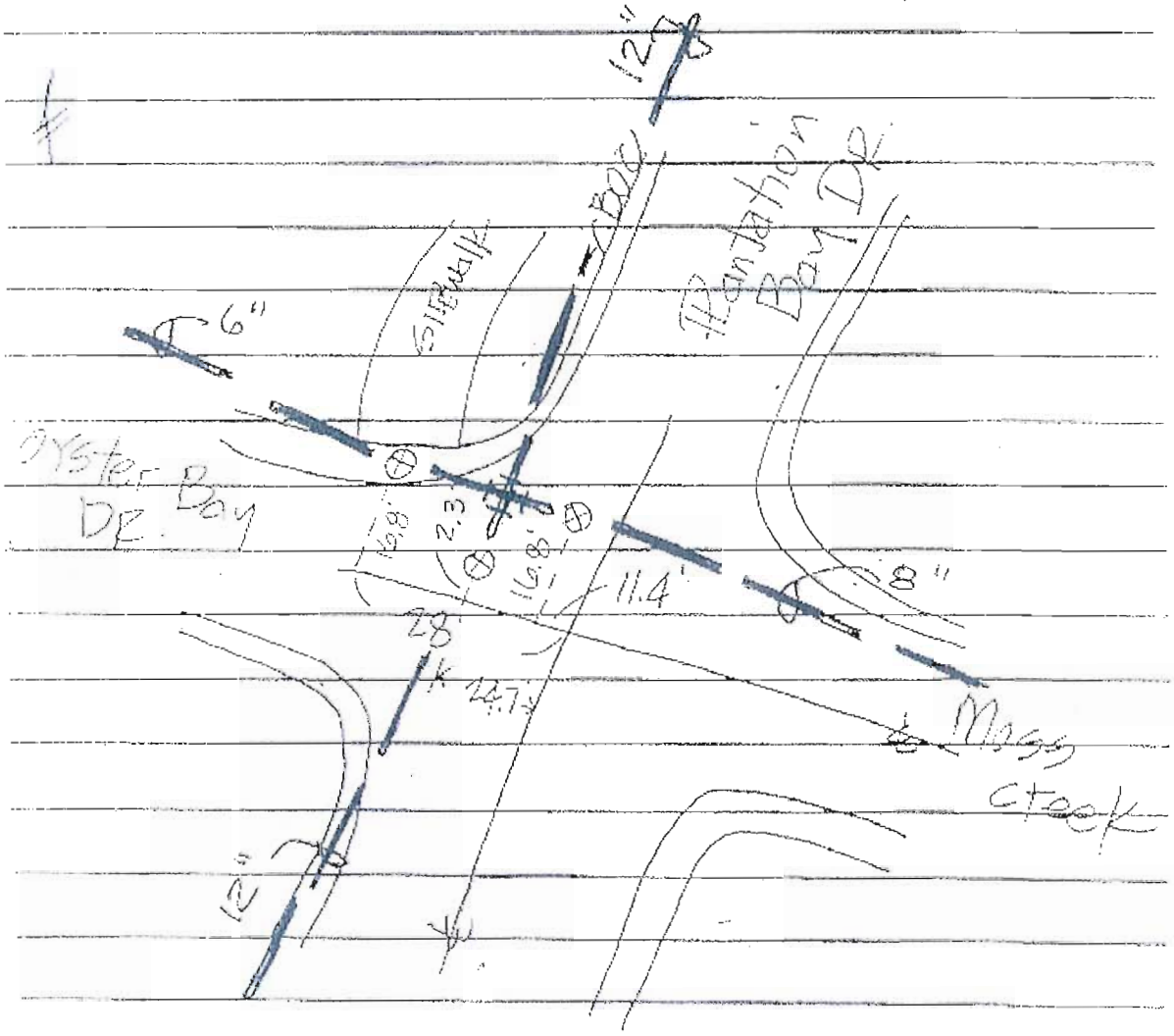
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: LAGO GRANDE SHEET: 28

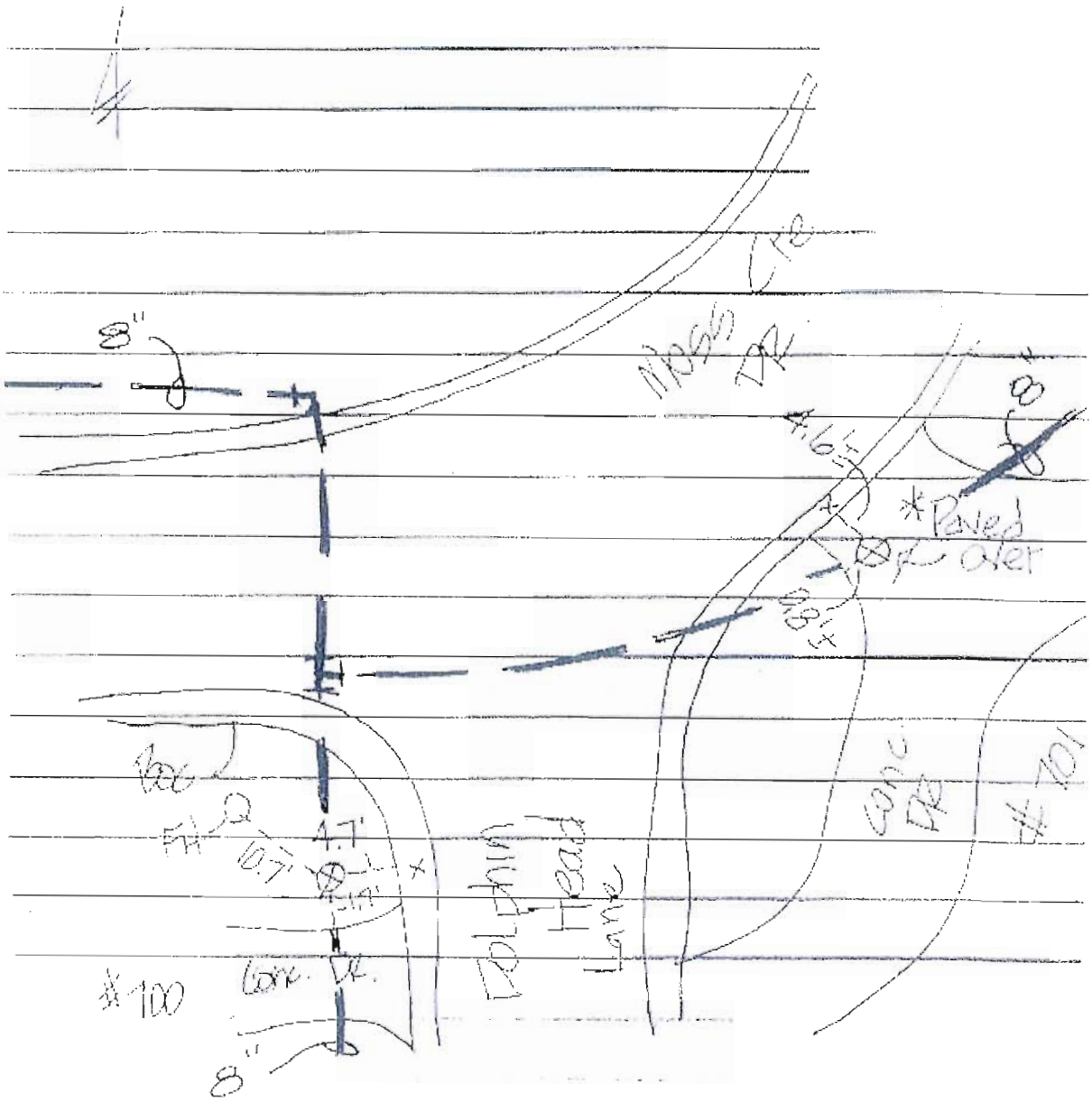
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: FAIRWAY SHEET: 29

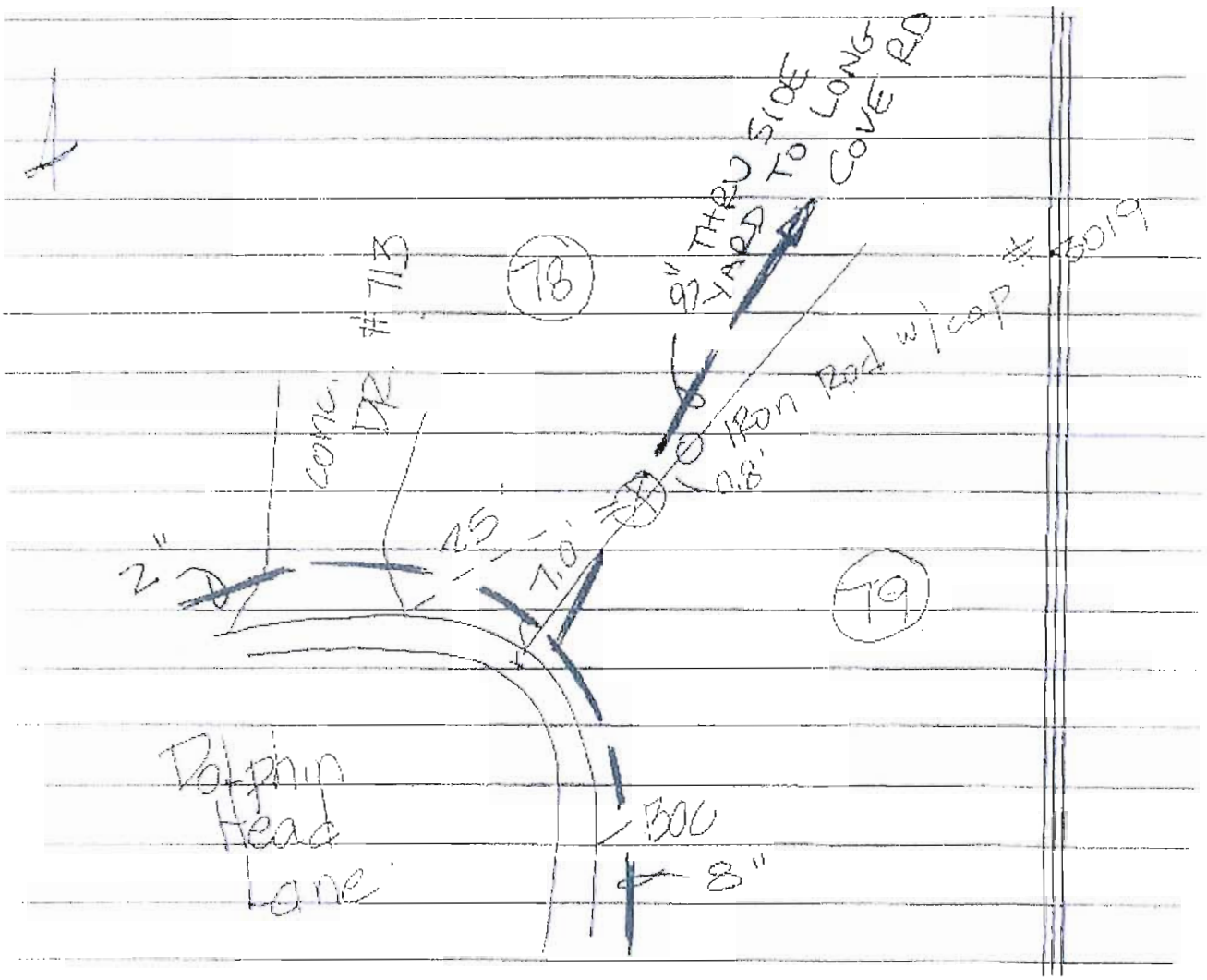
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: FAIRWAY SHEET: 30

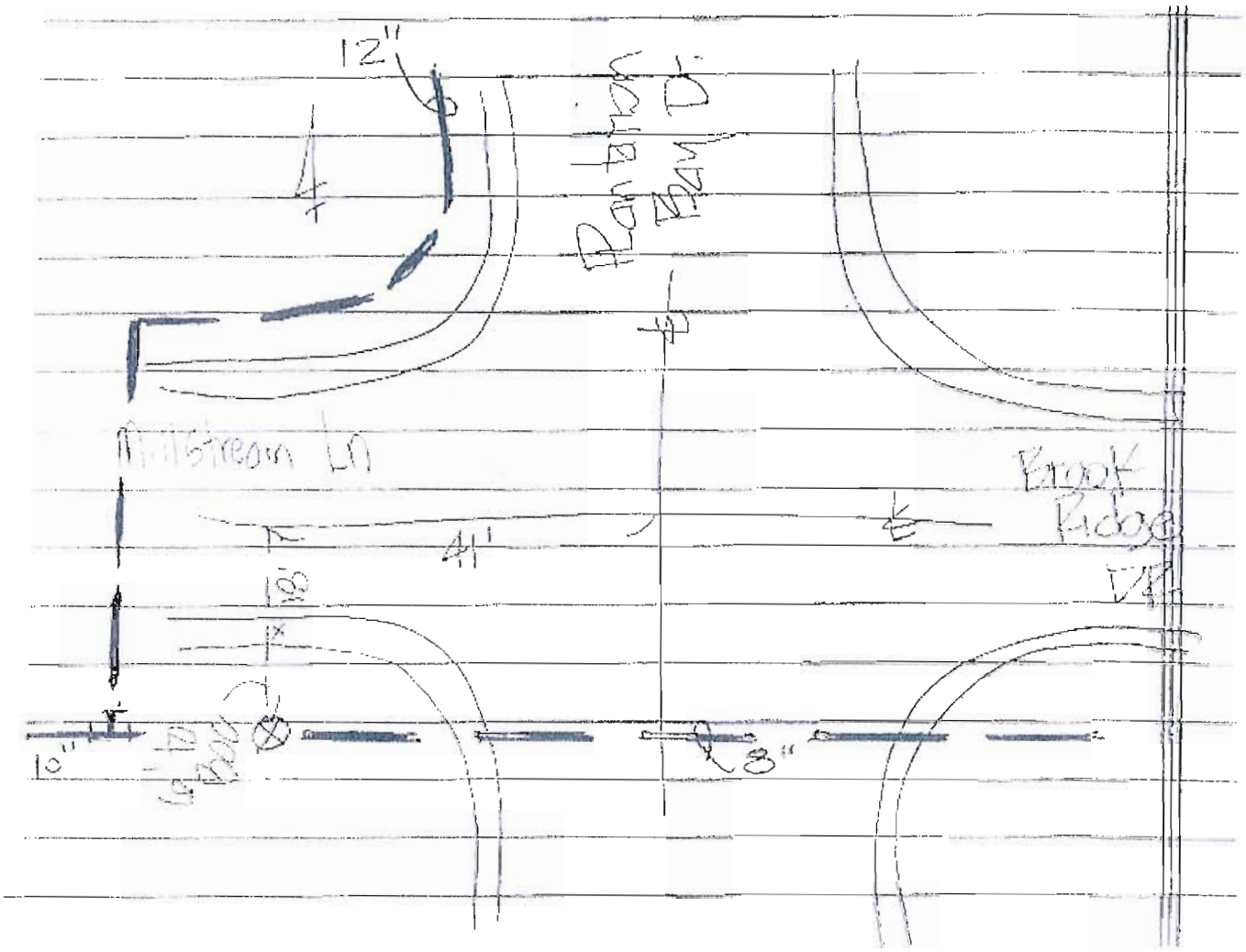
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: FAIRWAY SHEET: 31

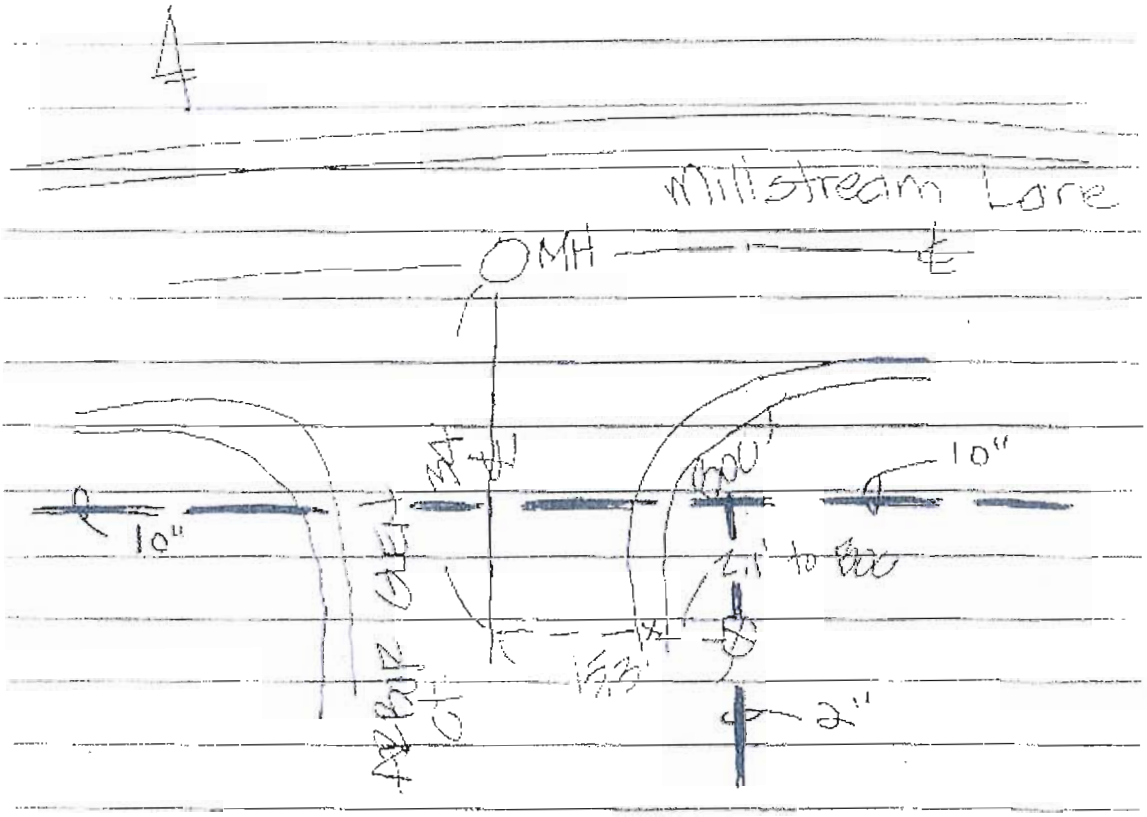
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: OAKBROOKE SHEET: 32

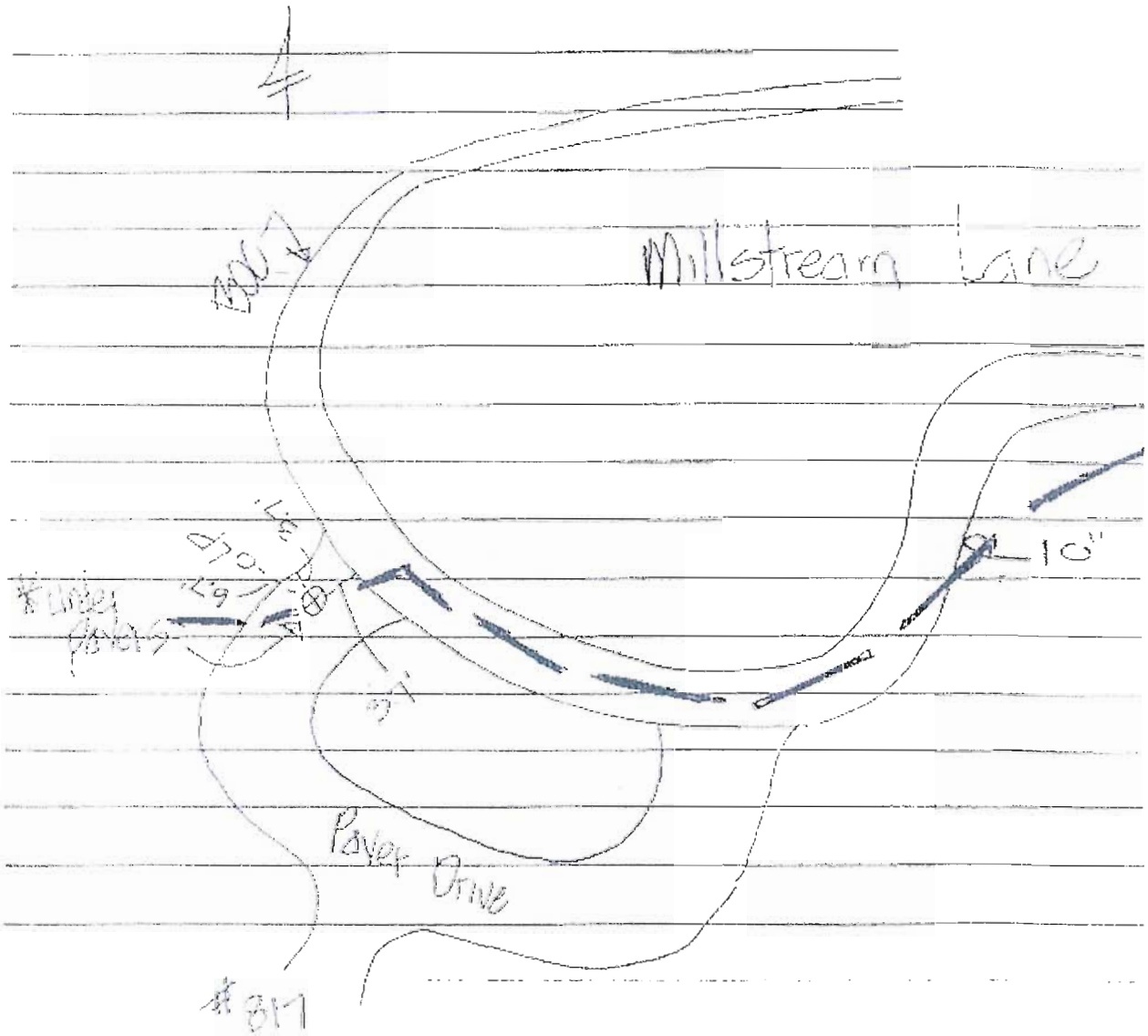
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: OAKBROOKE SHEET: 33

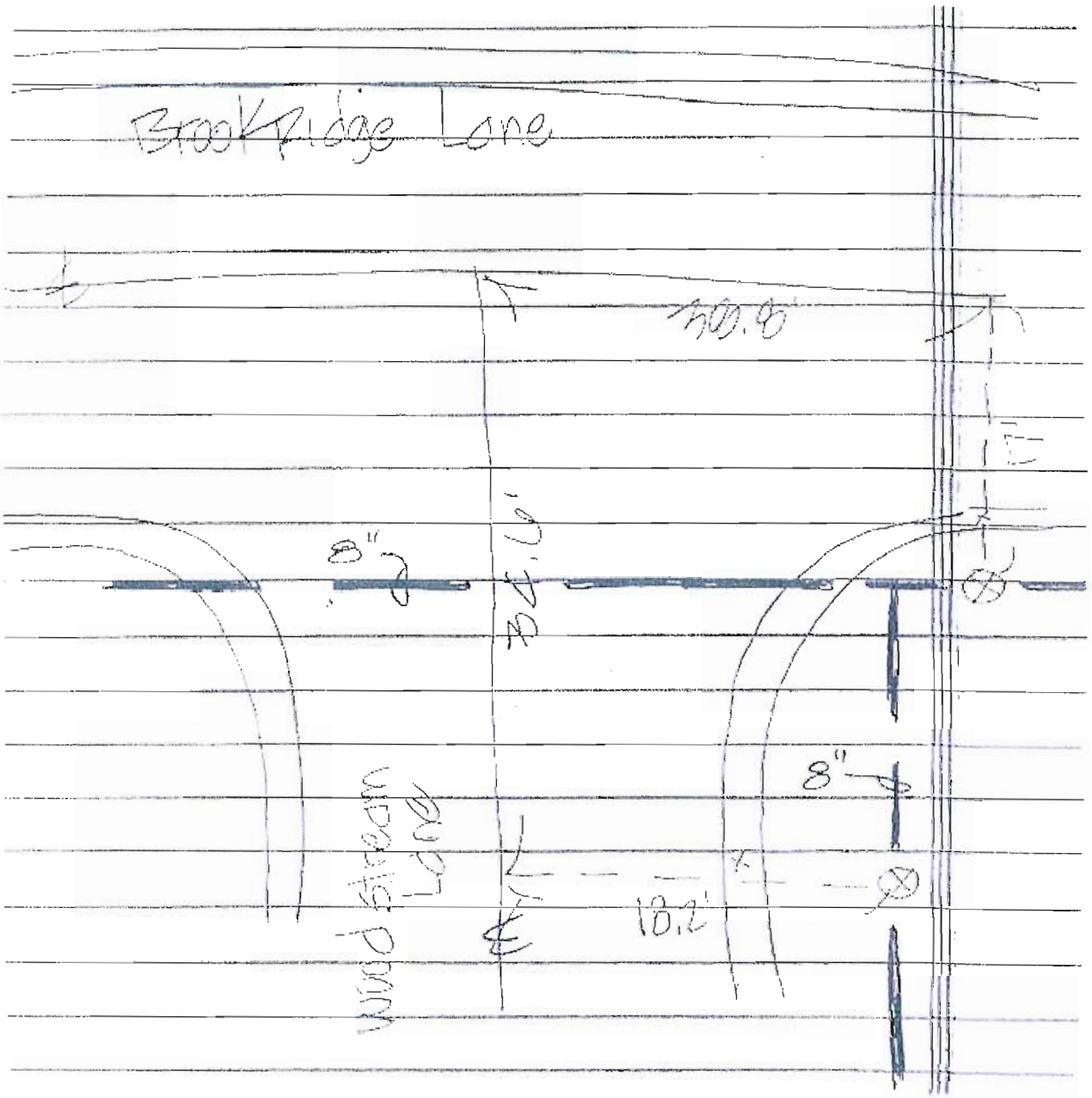
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: OAKBROOKE SHEET: 34

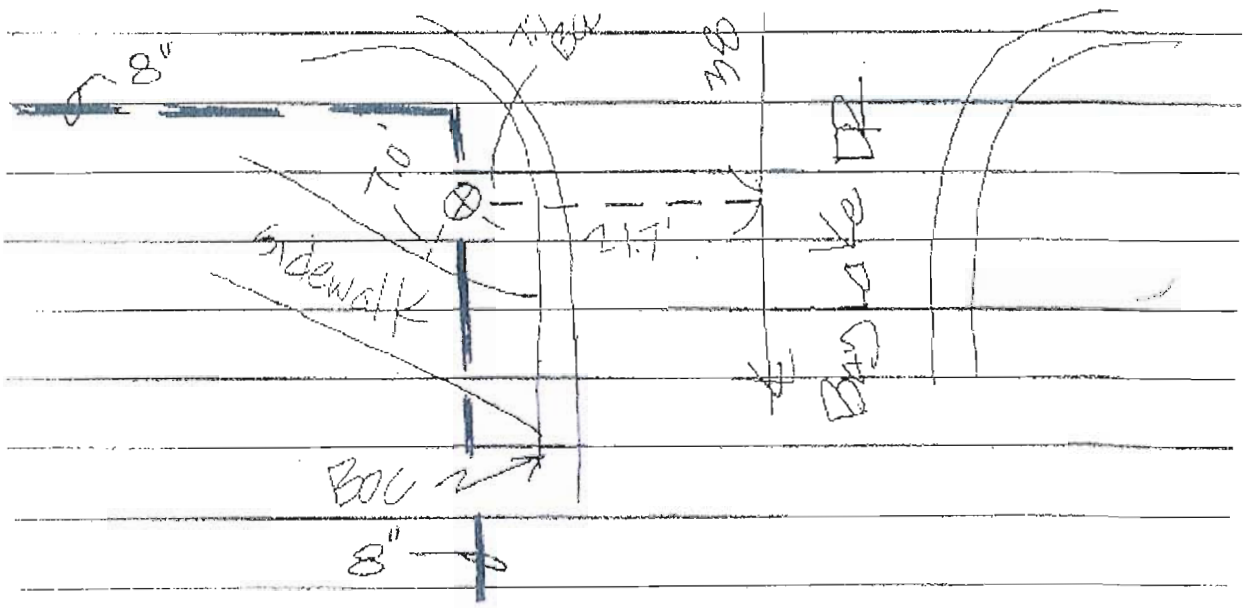
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: OAKBROOKE VILLAS SHEET: 35

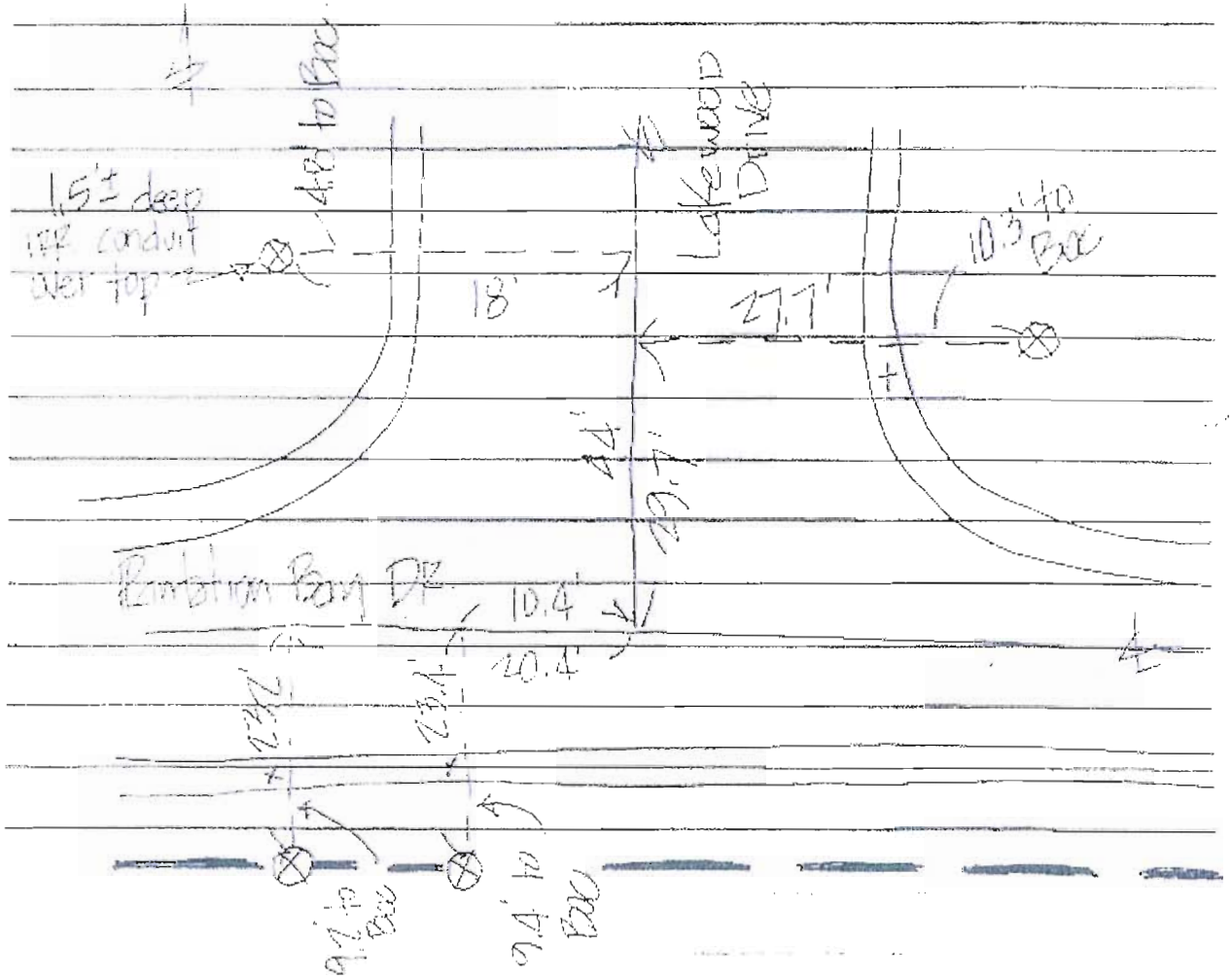
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: BAY ISLES SHEET: 36

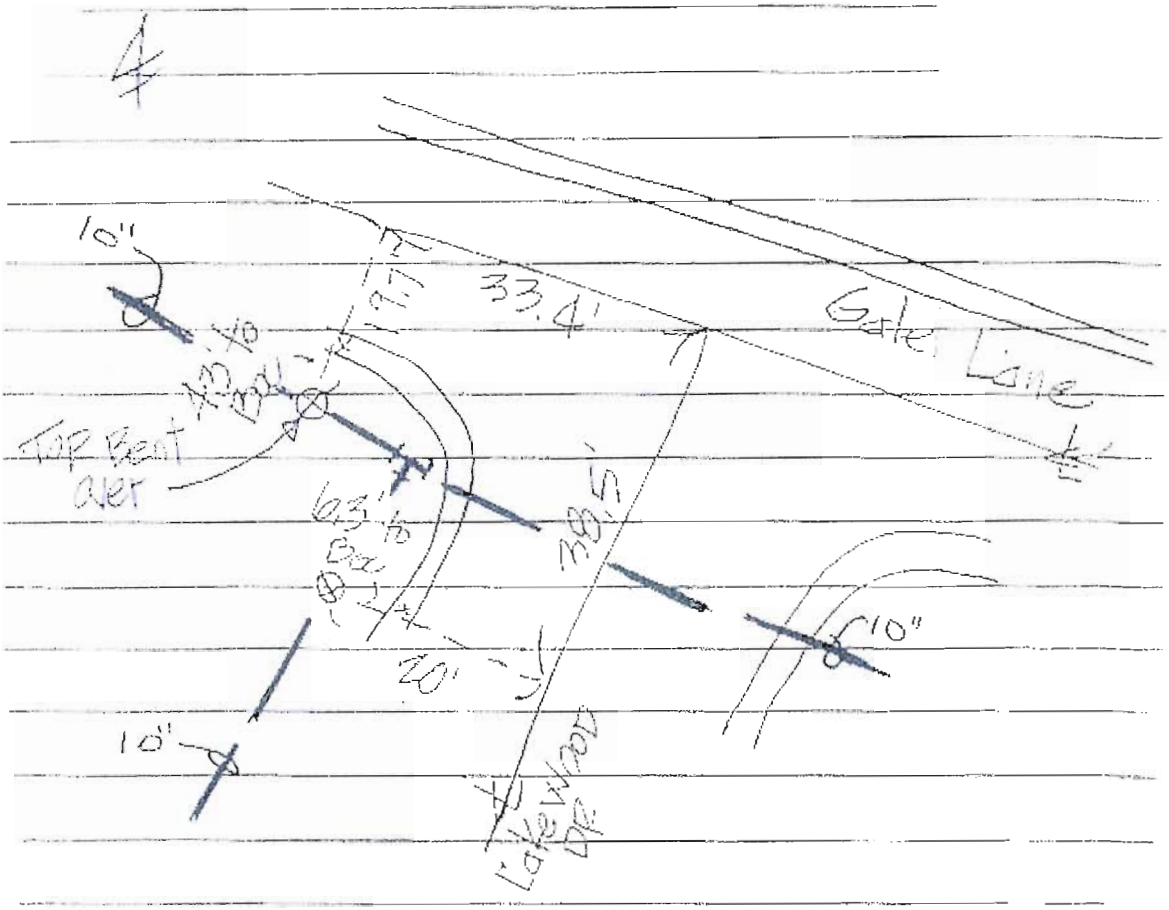
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: LAKEWOOD SHEET: 37

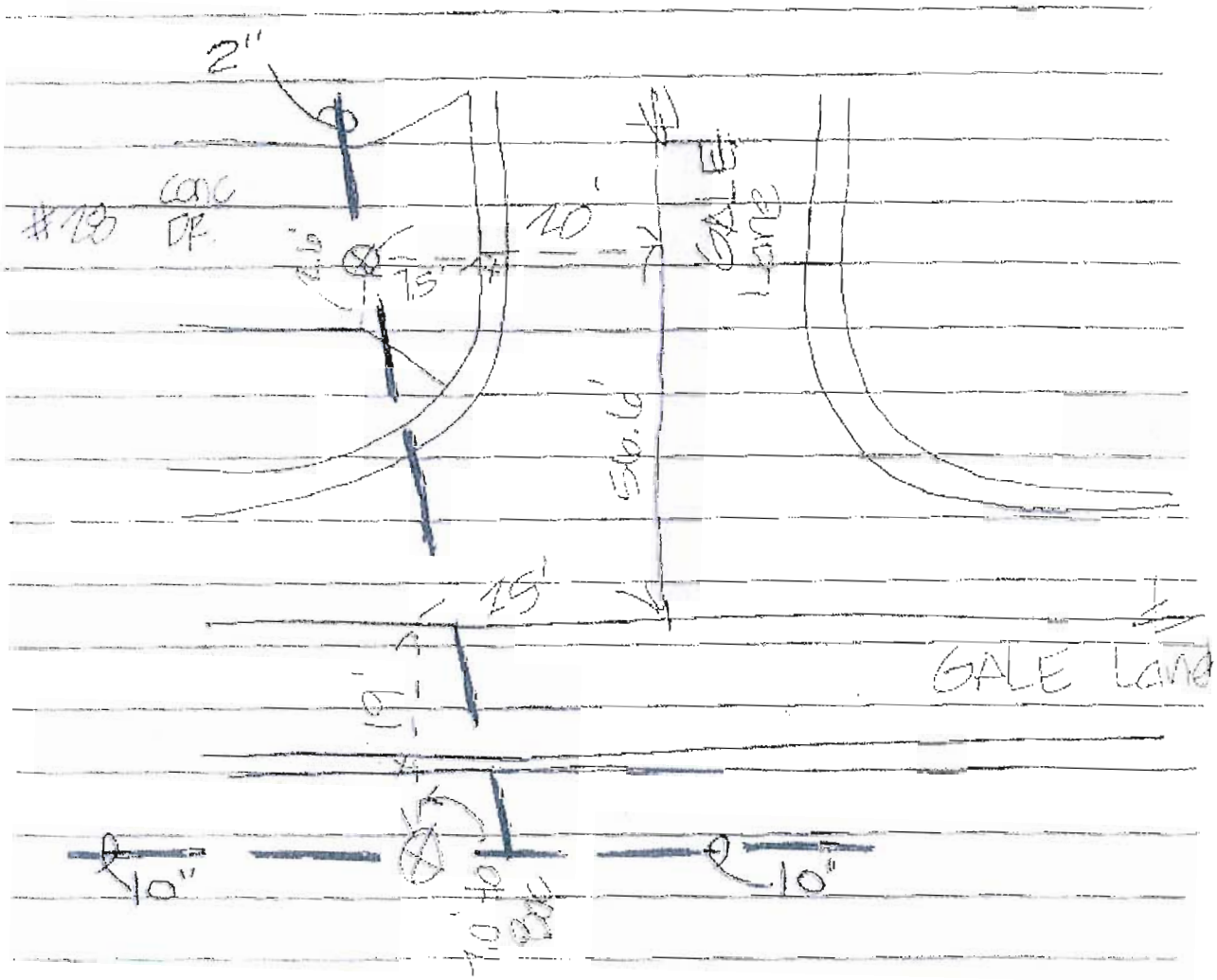
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING 2004

COMMUNITY: _____ SHEET: 38

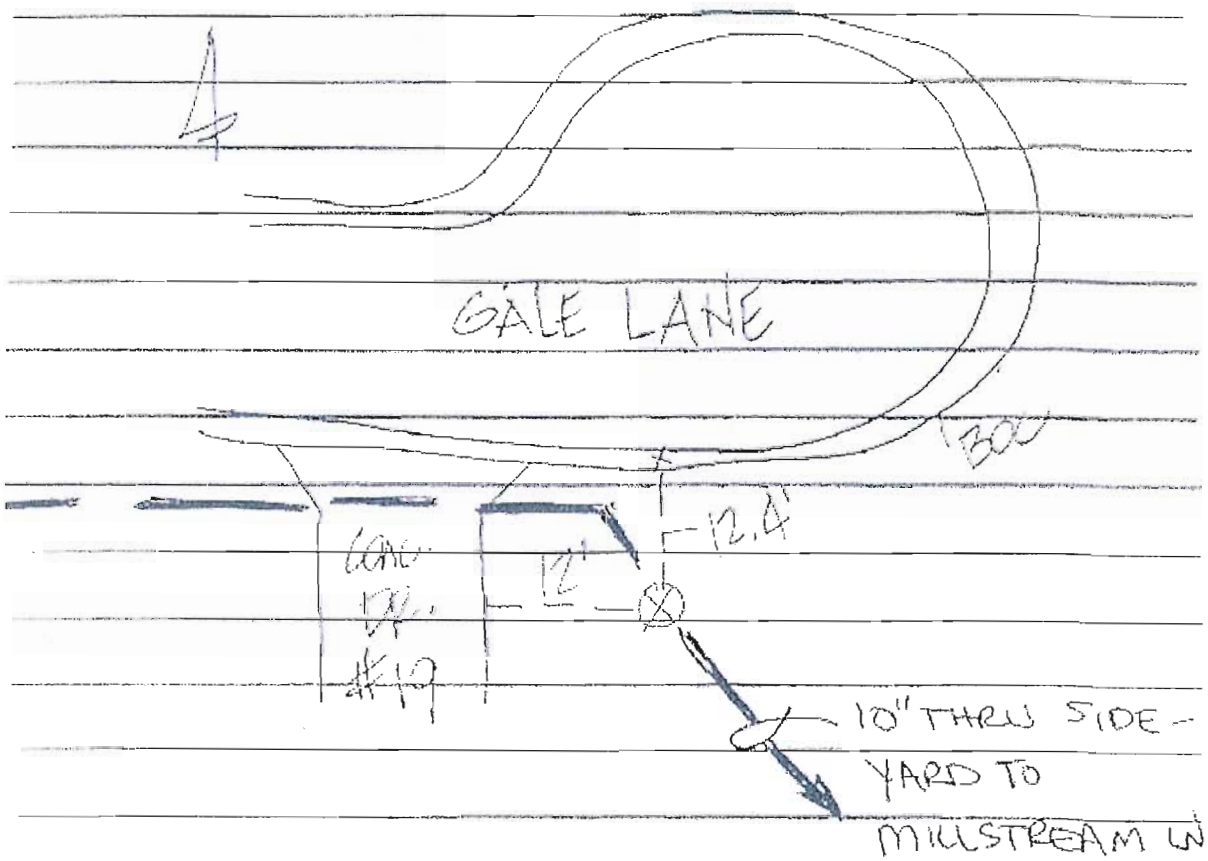
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY
WATERMAIN MAPPING

COMMUNITY: _____ SHEET: 39

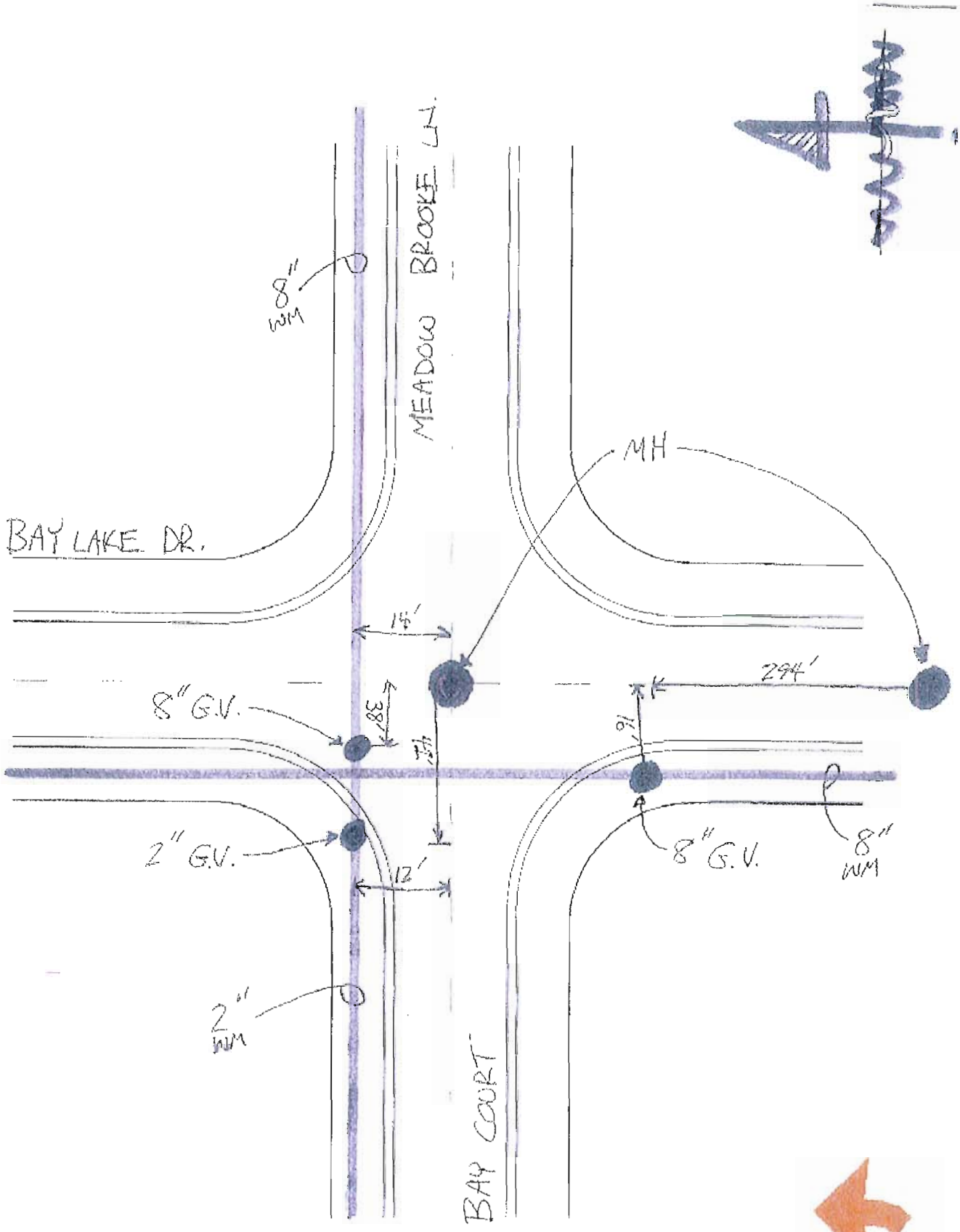
BACK TO KEY MAP




**PLANTATION BAY UTILITY COMPANY**
WATERMAIN MAPPING 2004

COMMUNITY: LAKEWOOD SHEET: 40

BACK TO KEY MAP

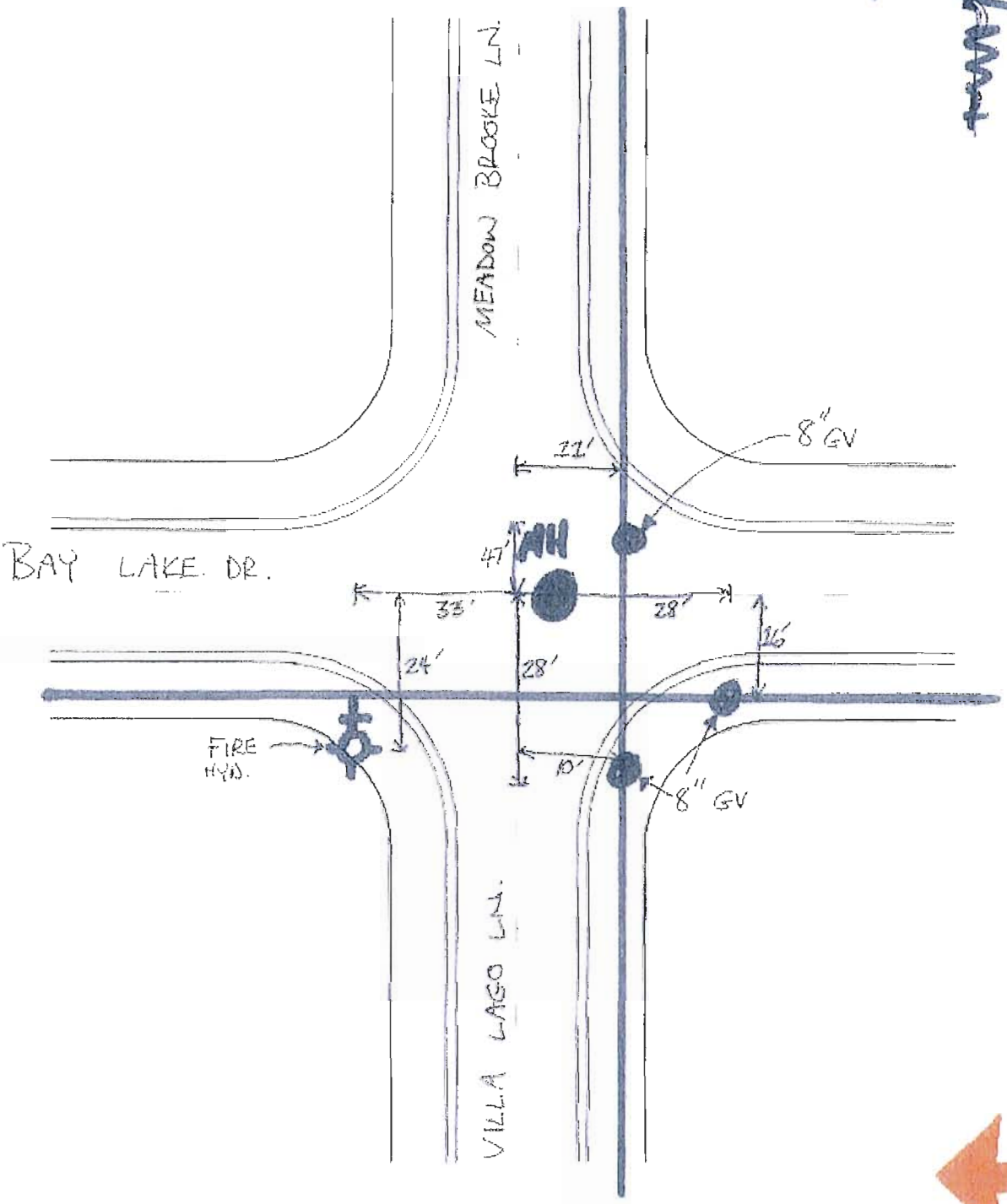



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY BAY ISLES SHEET 41

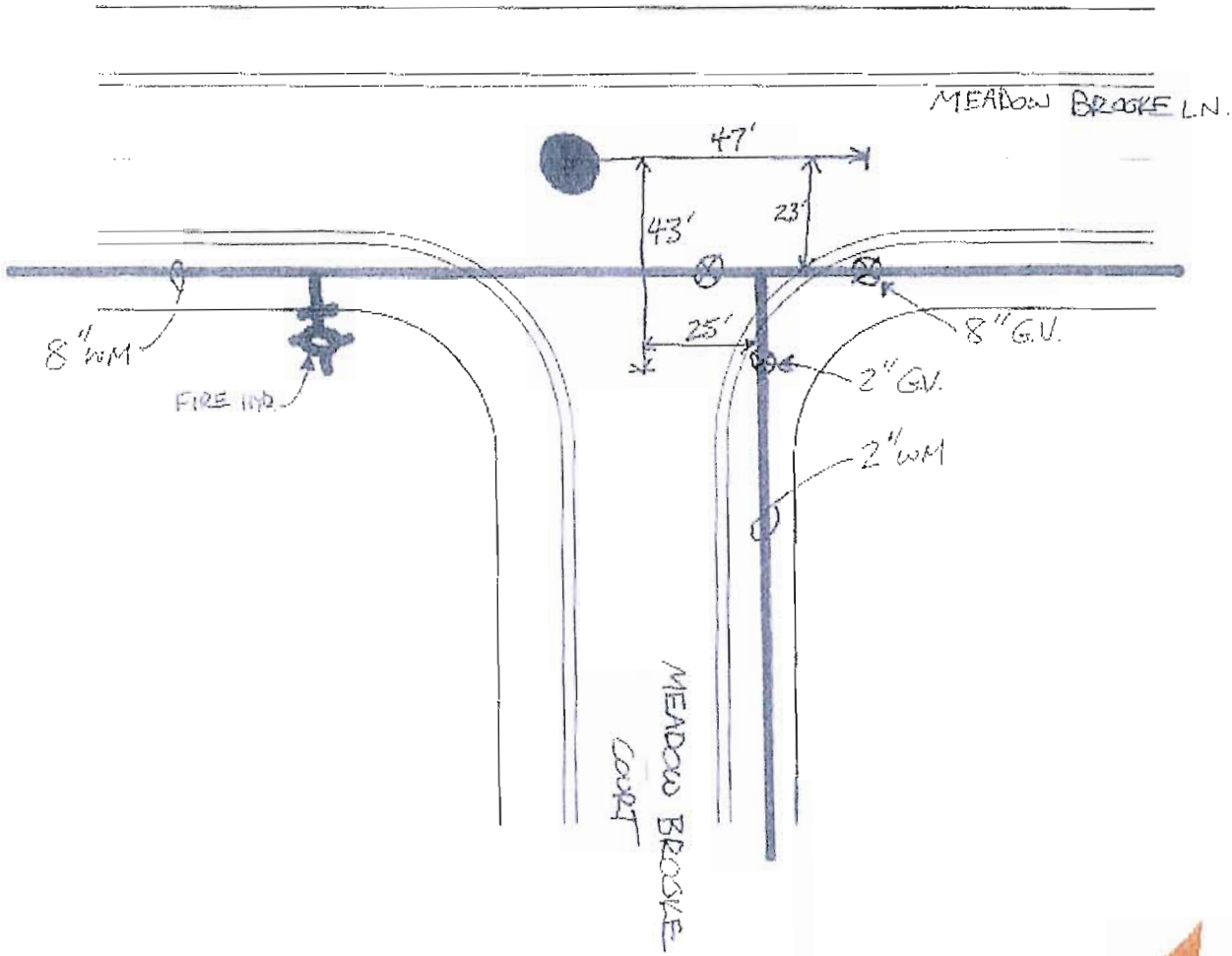



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY BAY ISLES SHEET 42

BACK TO KEY MAP



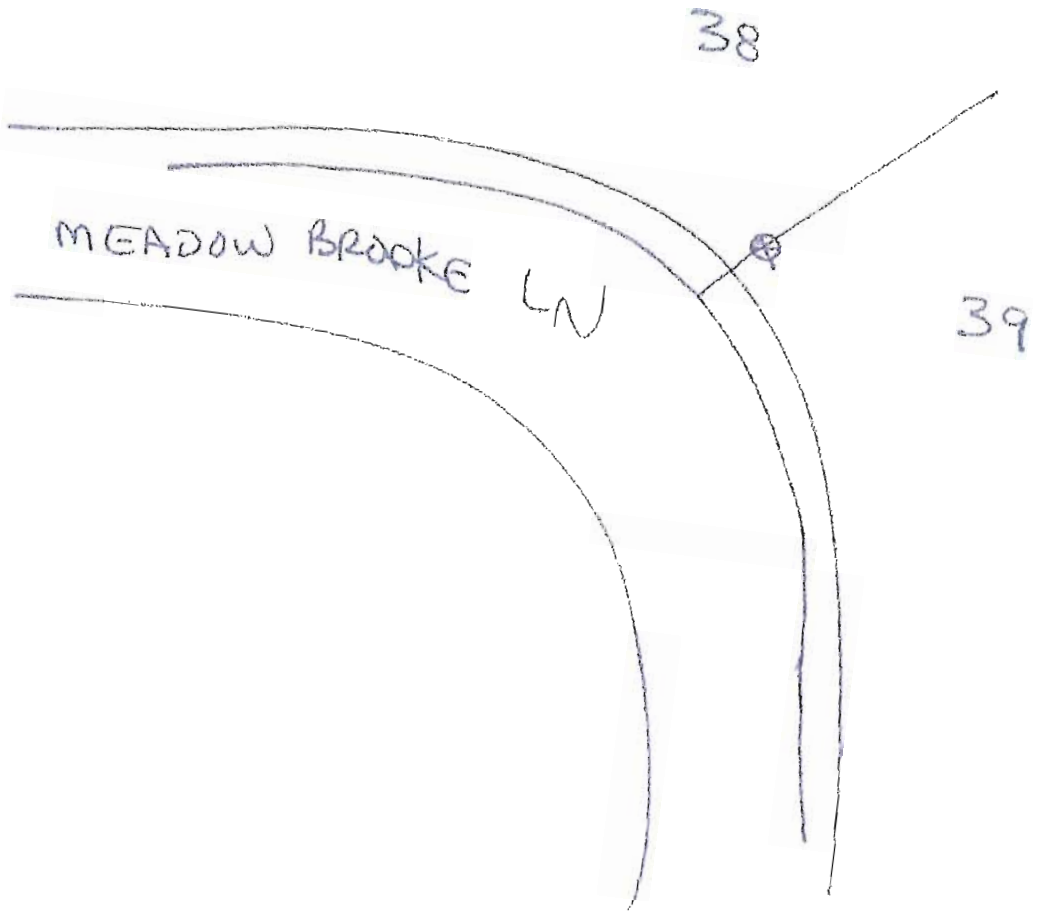

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY BAY ISLES SHEET 43

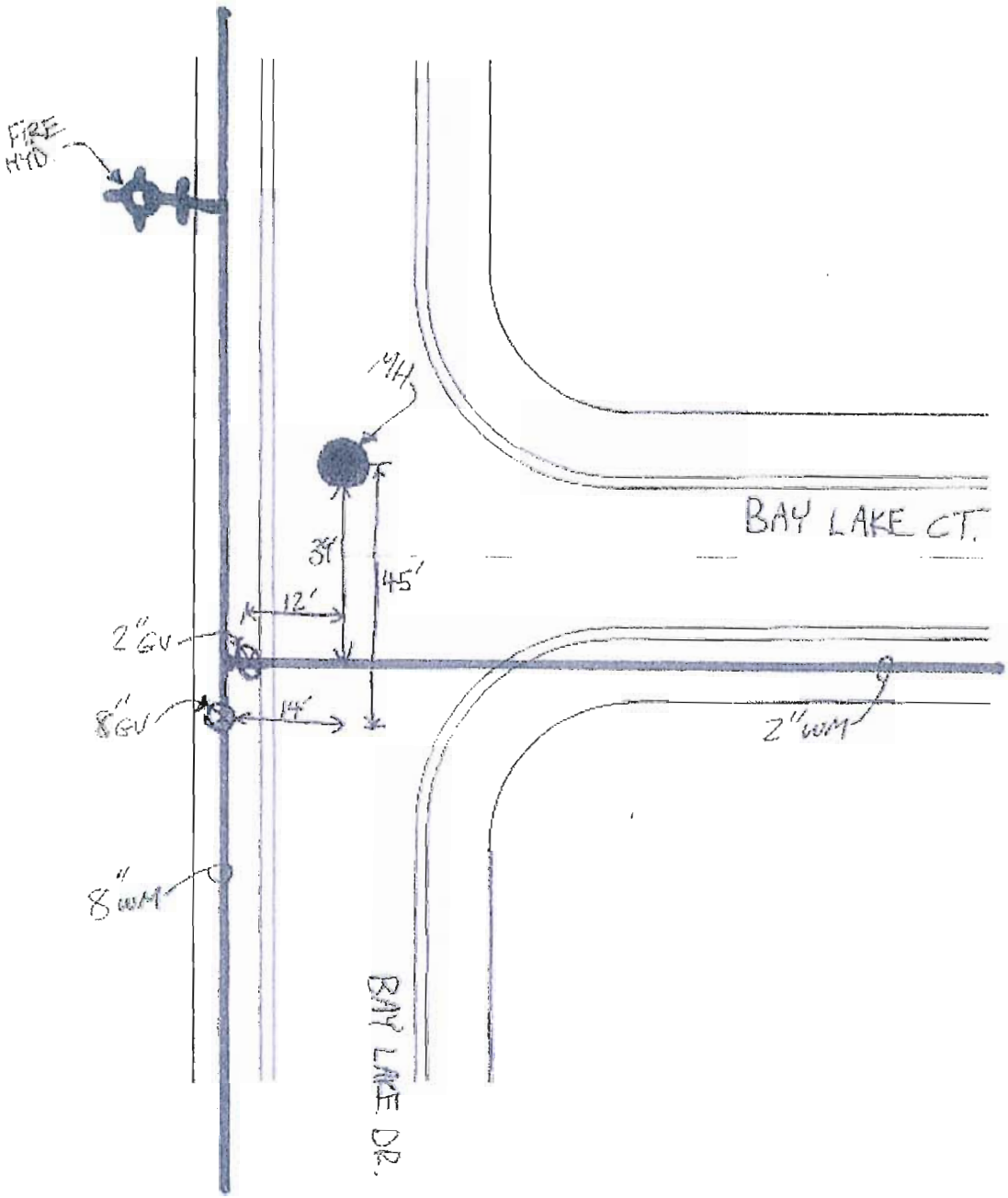
NEED DETAILS




BAY ISLE

43A

BACK TO KEY MAP

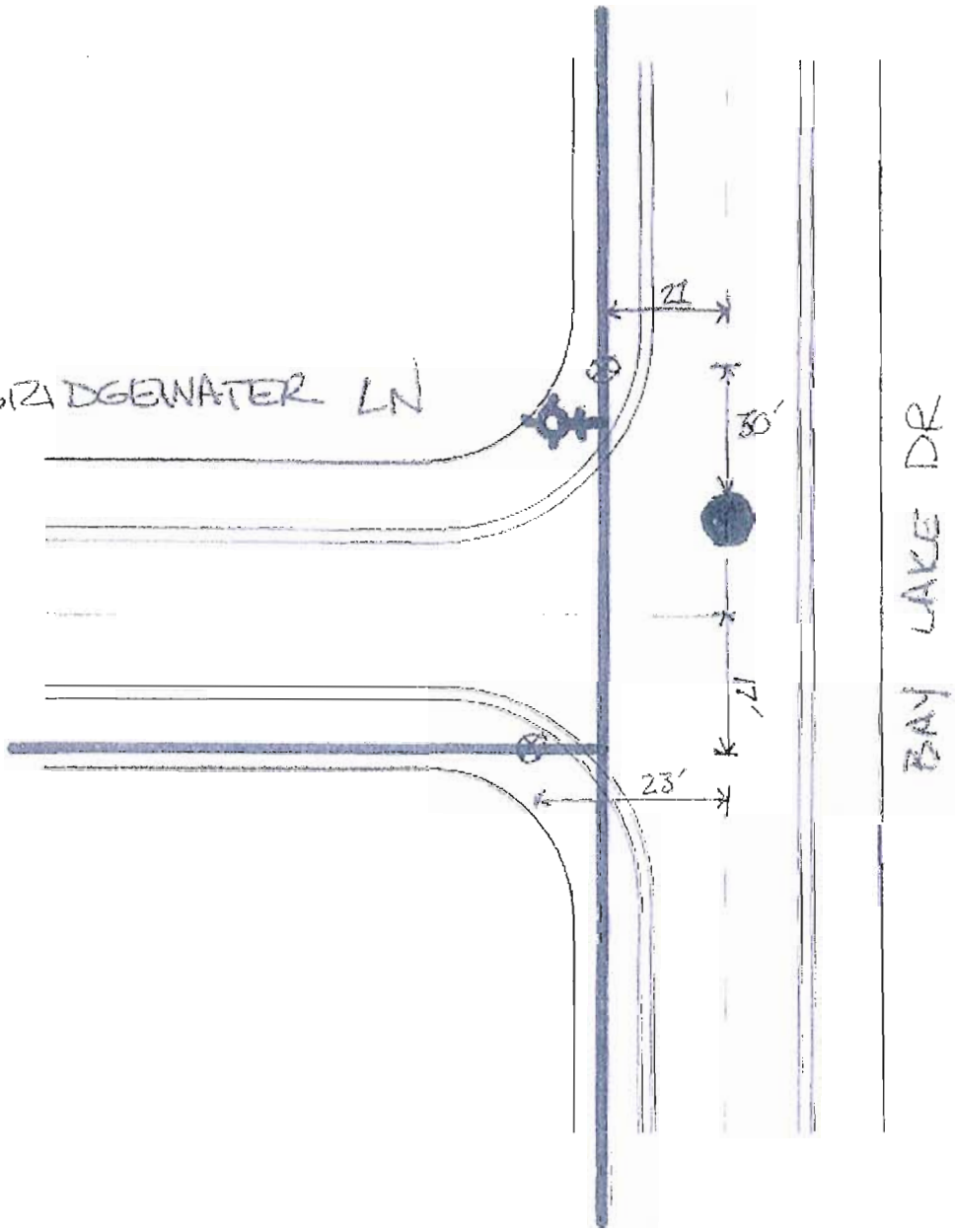



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY BAY ISLES 2 SHEET 44

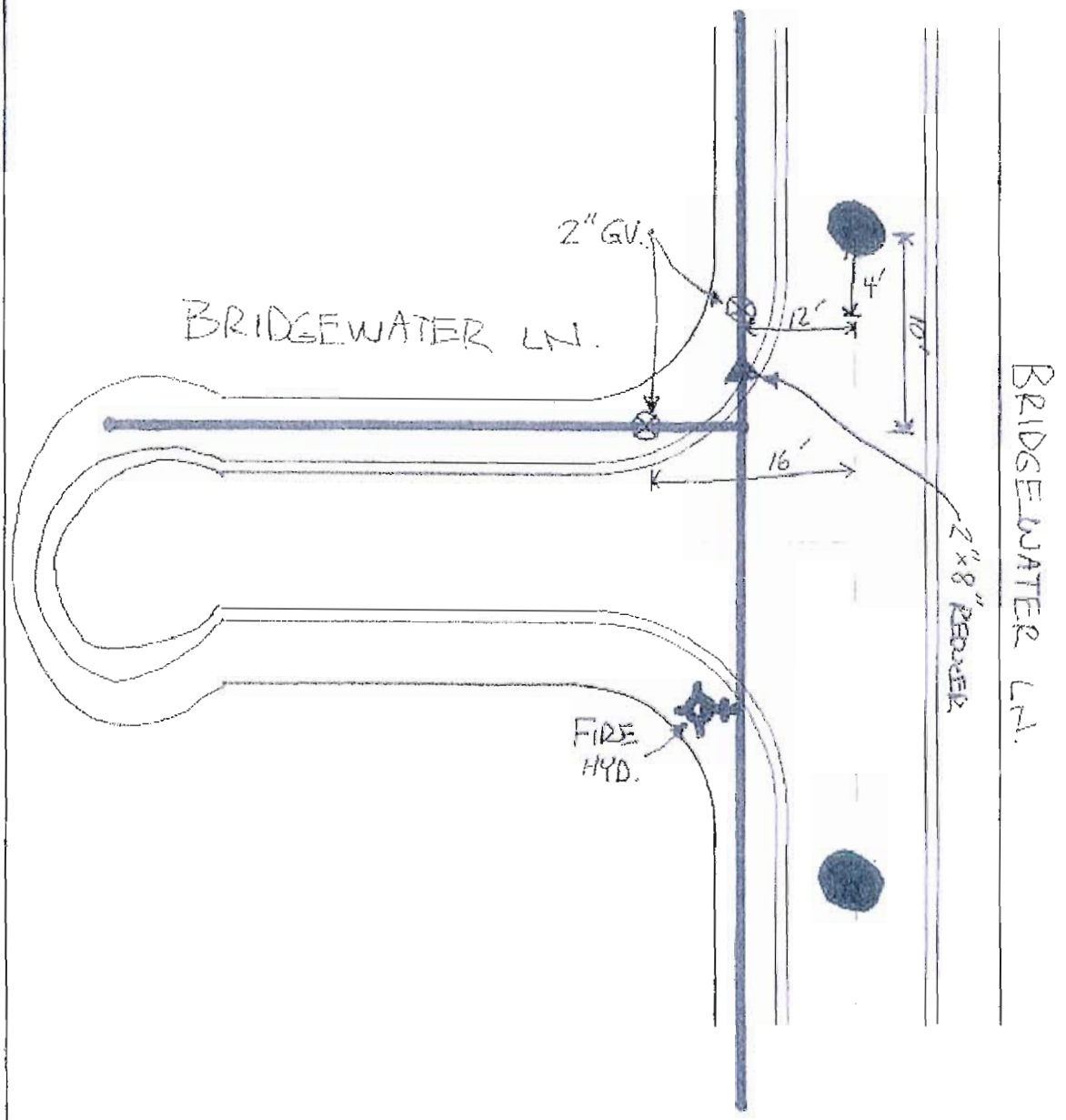



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY BAY ISLES 2 SHEET 45

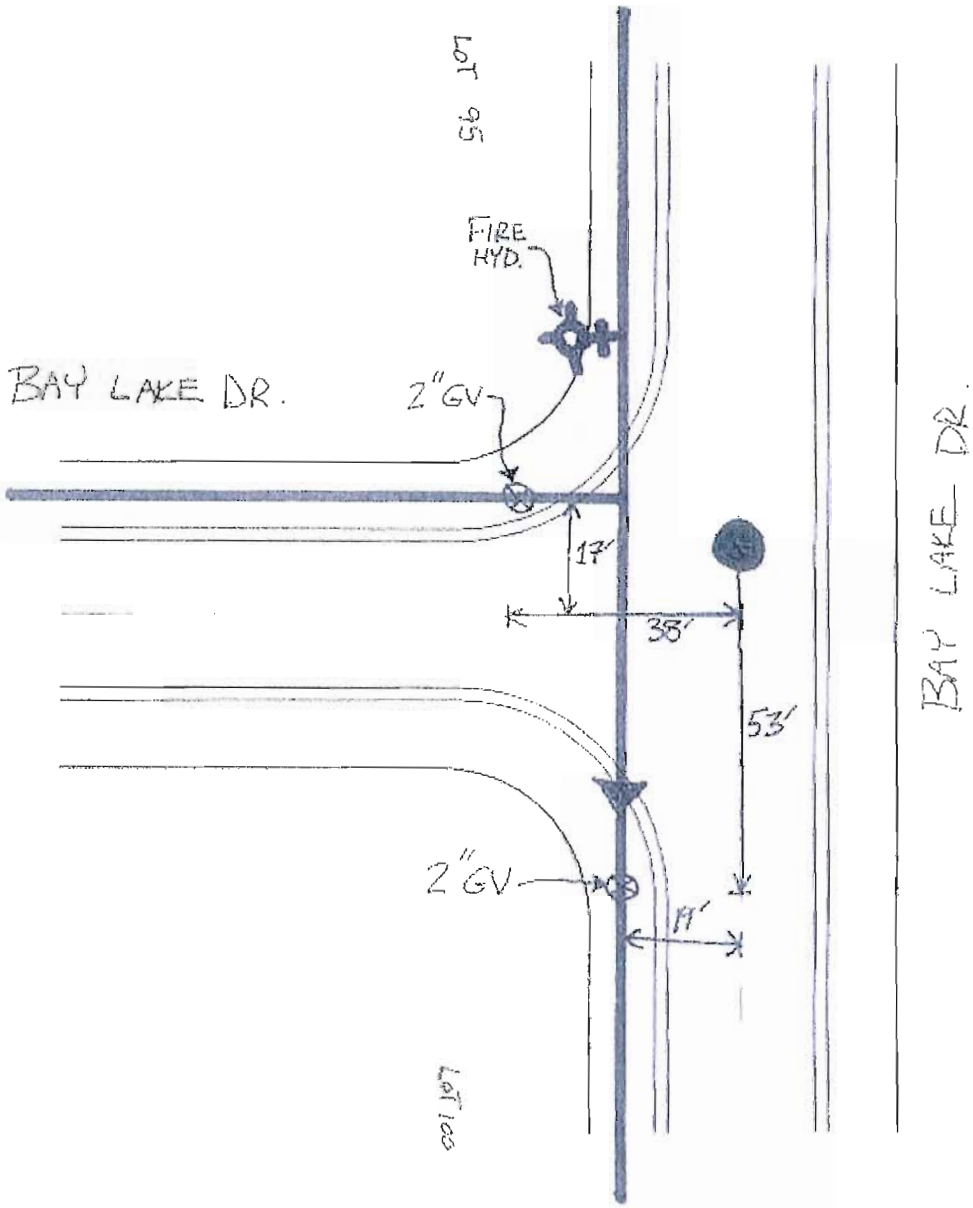



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY BAY ISLES 2 SHEET 46

BACK TO KEY MAP

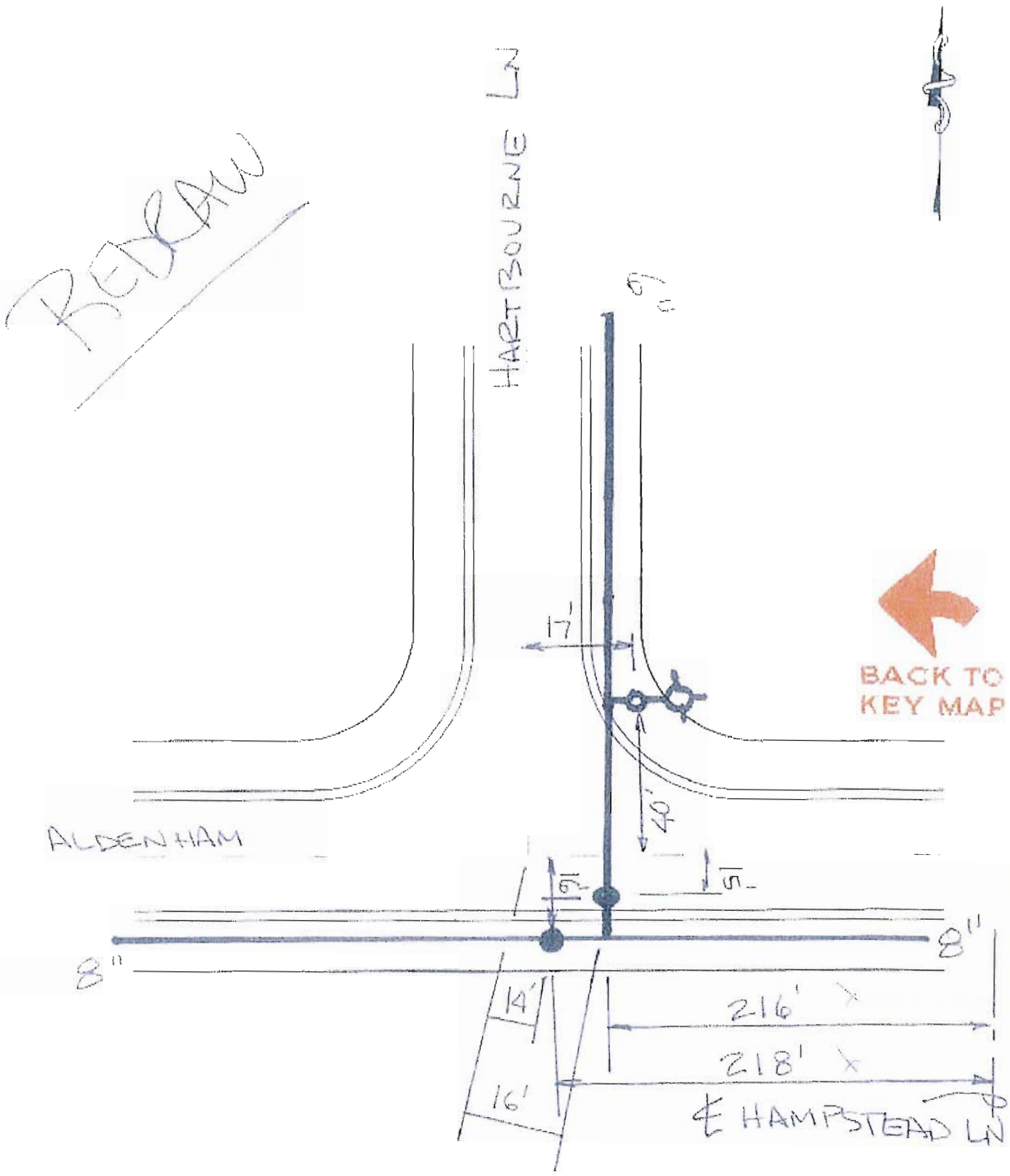



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY BAY ISLES 2 SHEET 47

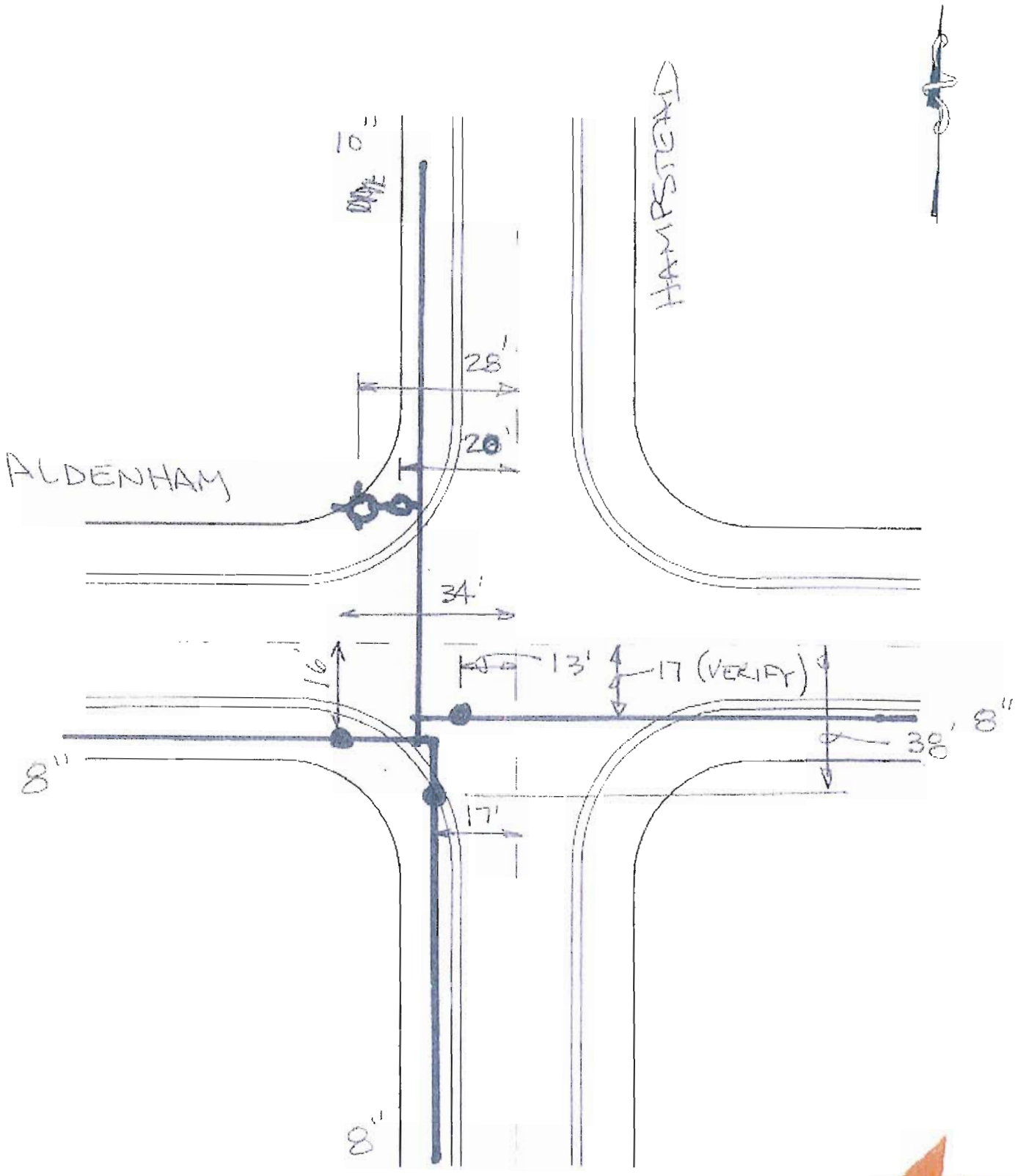
BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK V SHEET 101

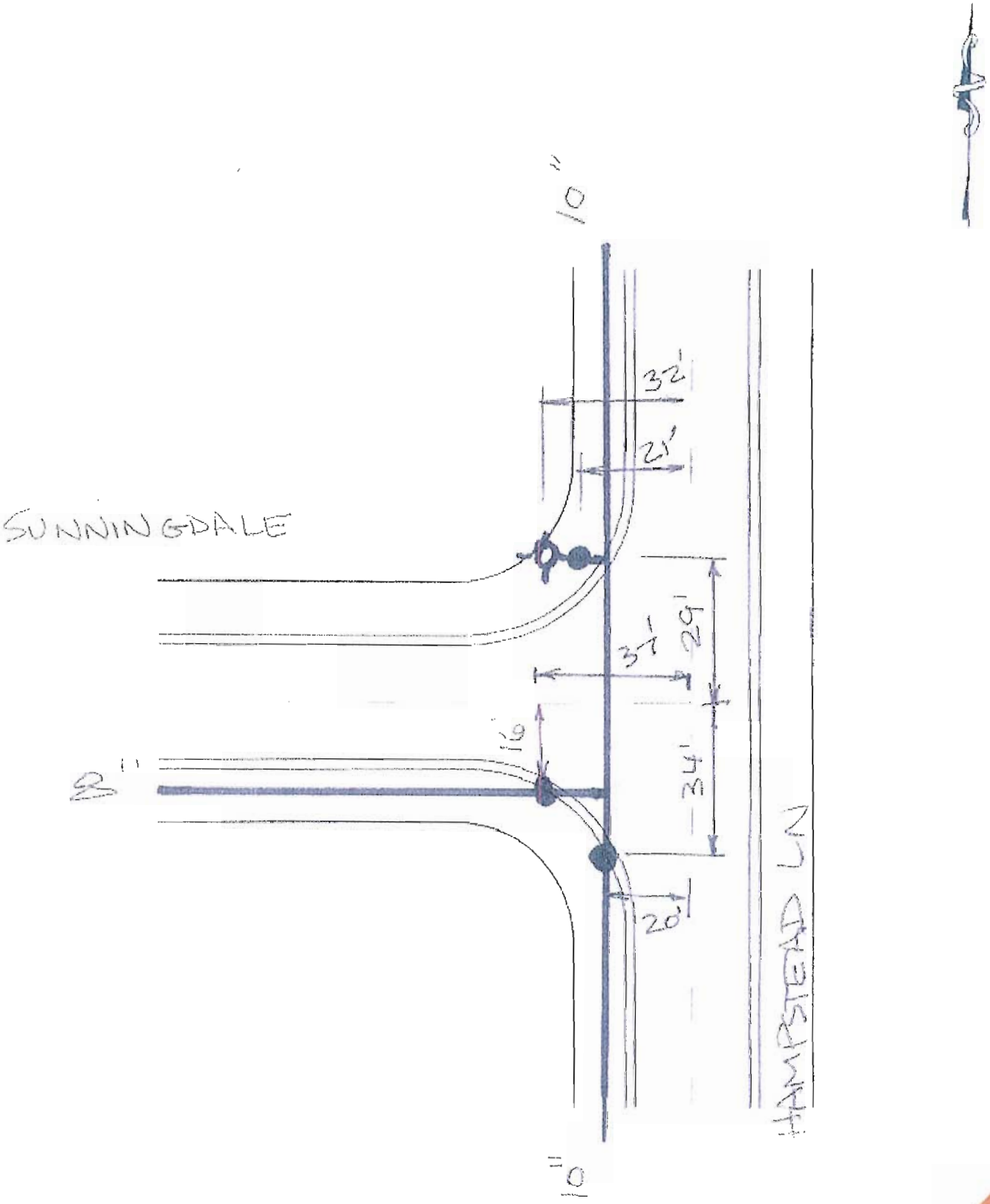



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK V SHEET 102

BACK TO KEY MAP

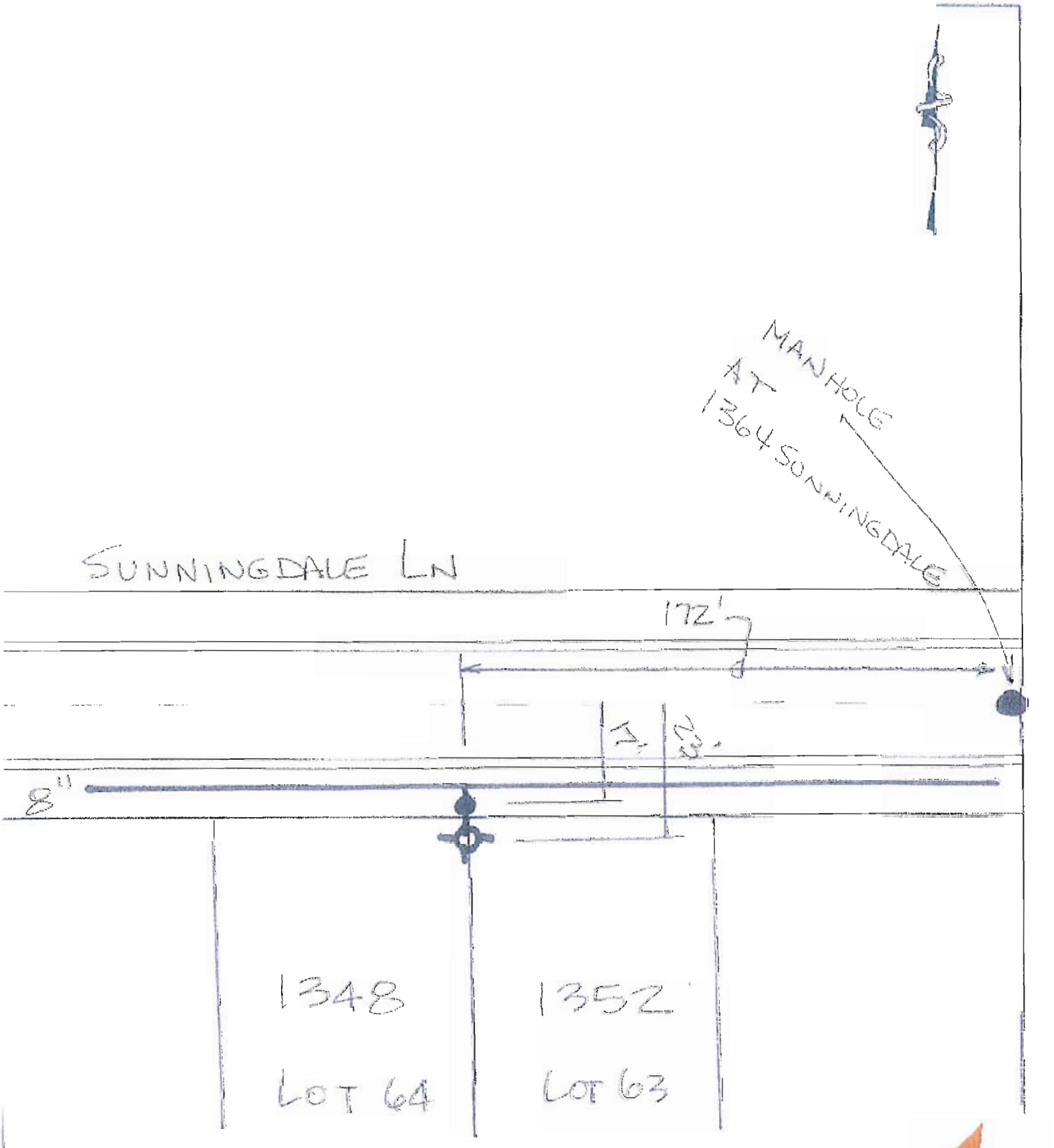



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK V SHEET 103

BACK TO KEY MAP

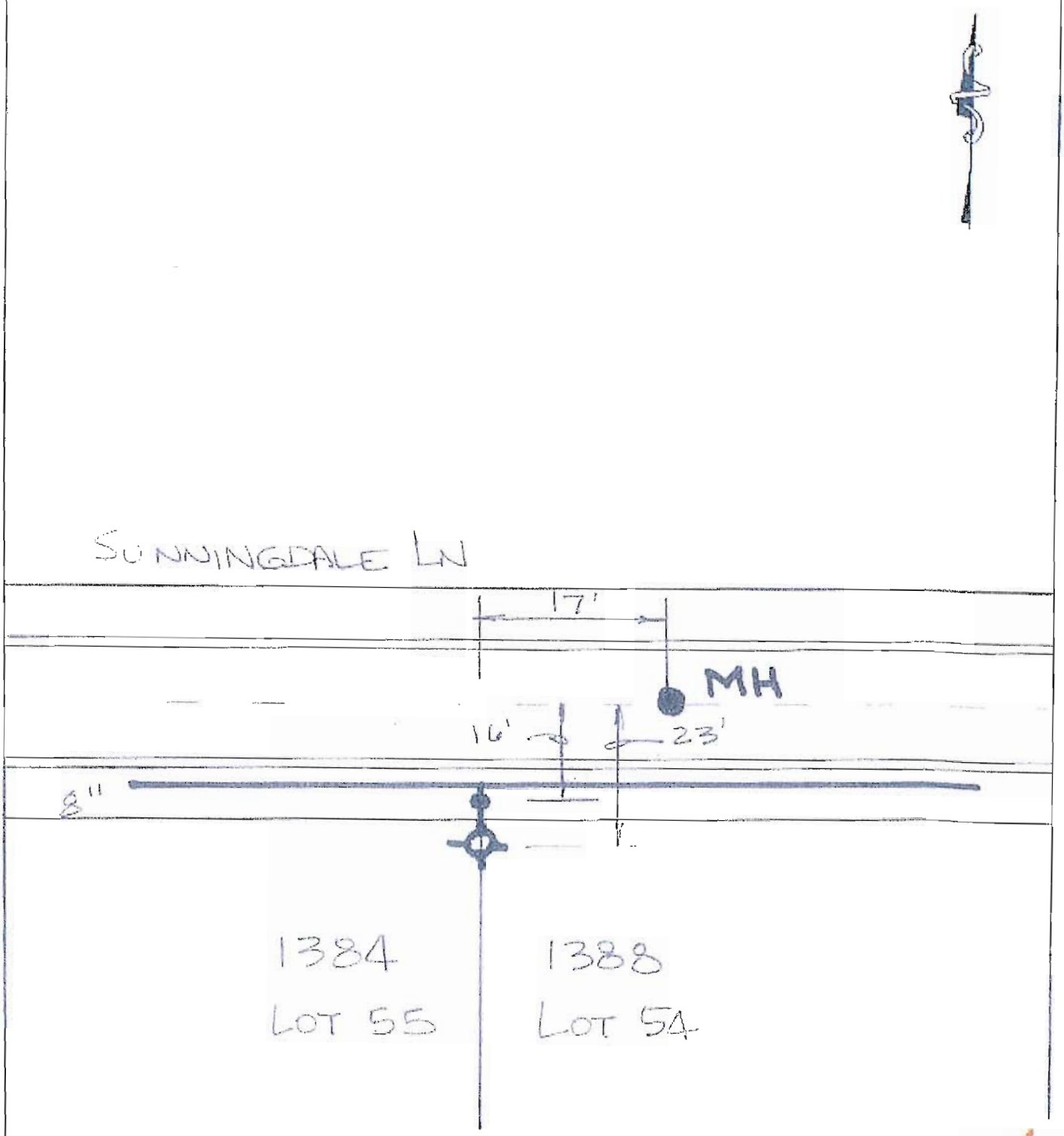



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK V SHEET 104

BACK TO KEY MAP




PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY Prestwick V SHEET 105

BACK TO KEY MAP

MANHOLE AT 1432 SUNNINGDALE

SUNNINGDALE LN

201'

14'

24'

8'

1420
LOT 46

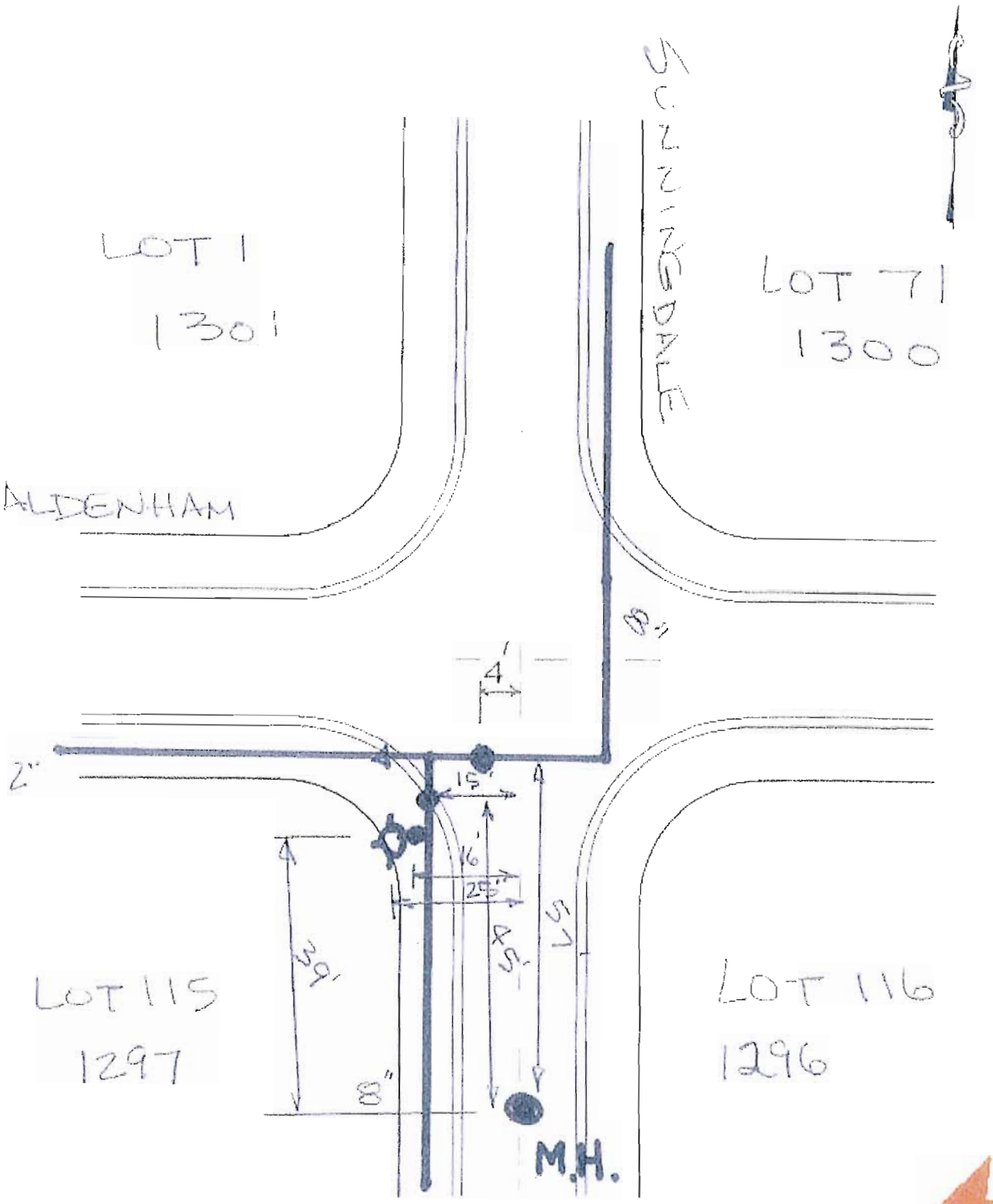
1424
LOT 45

BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY _____ SHEET 106

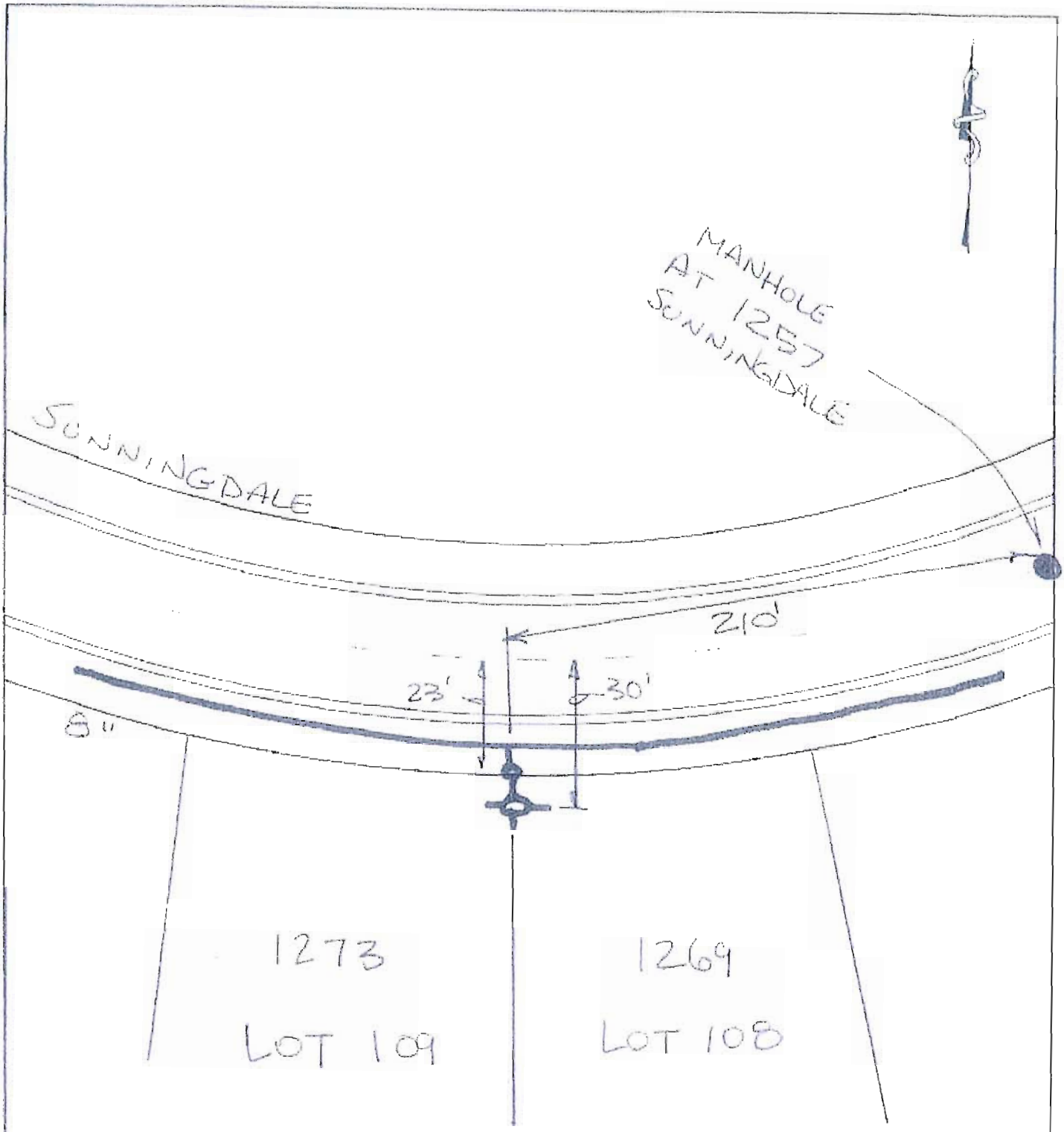



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK V SHEET 107

BACK TO KEY MAP

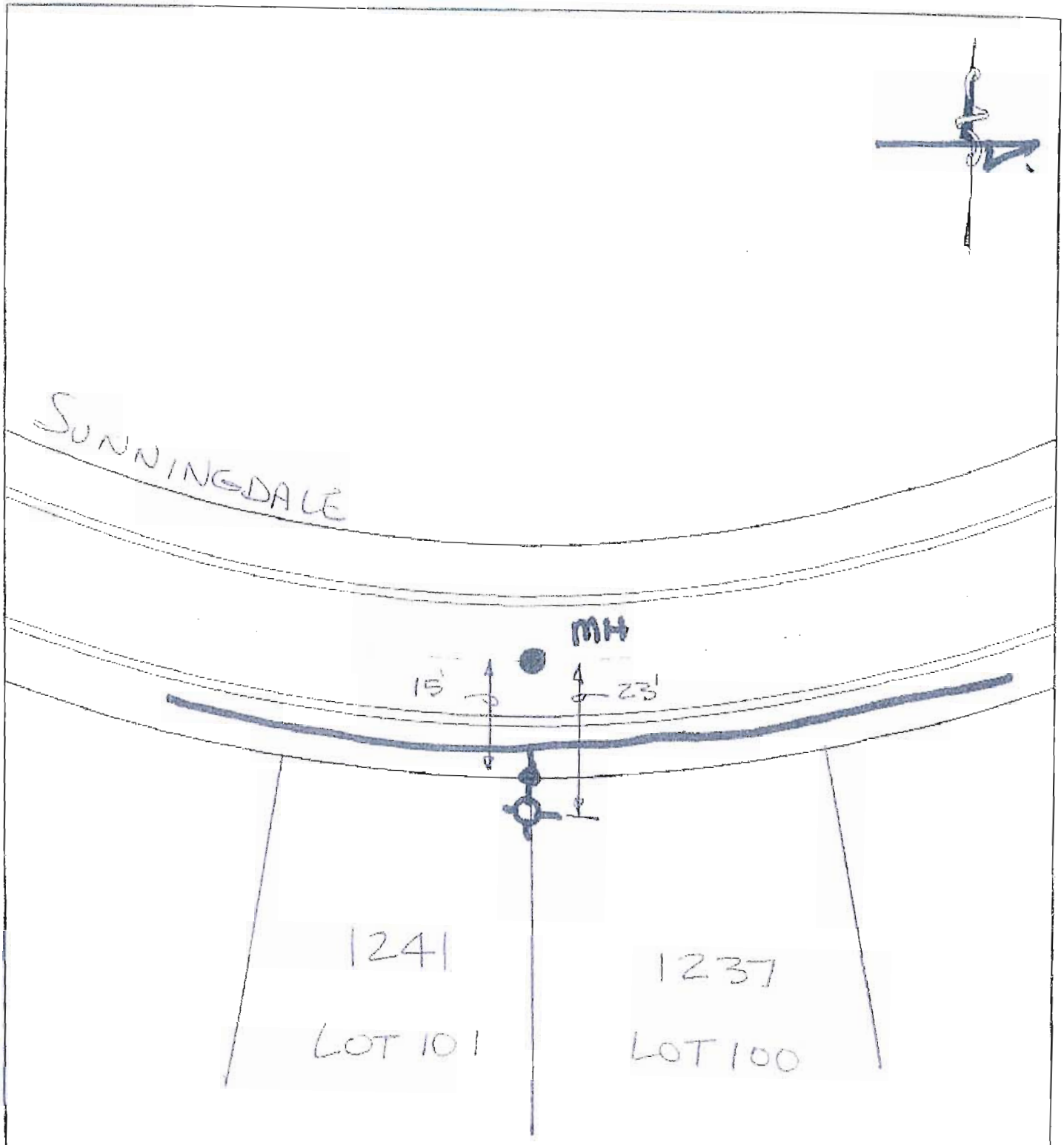



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK V SHEET 108

BACK TO KEY MAP

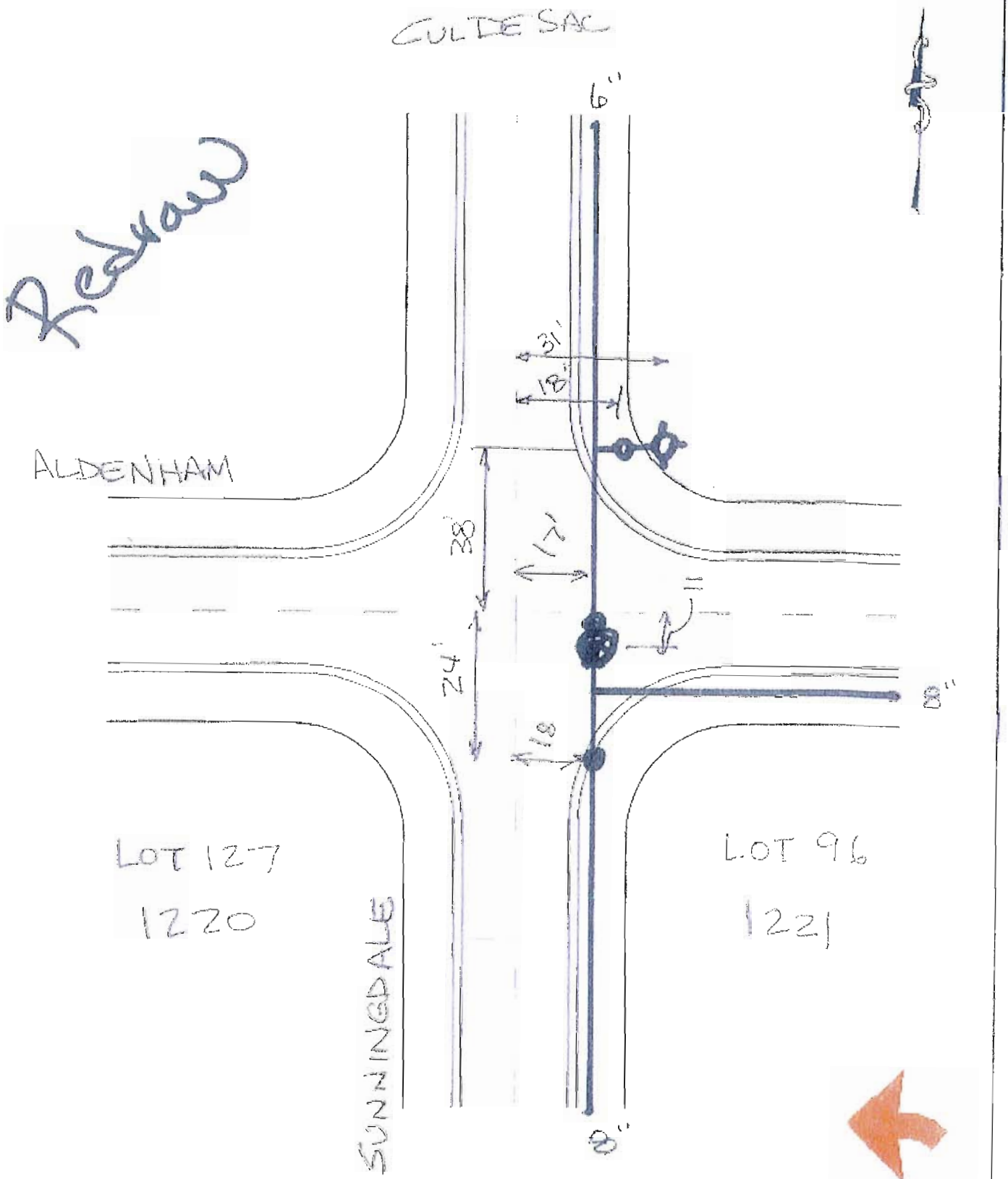



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK V SHEET 109

BACK TO KEY MAP

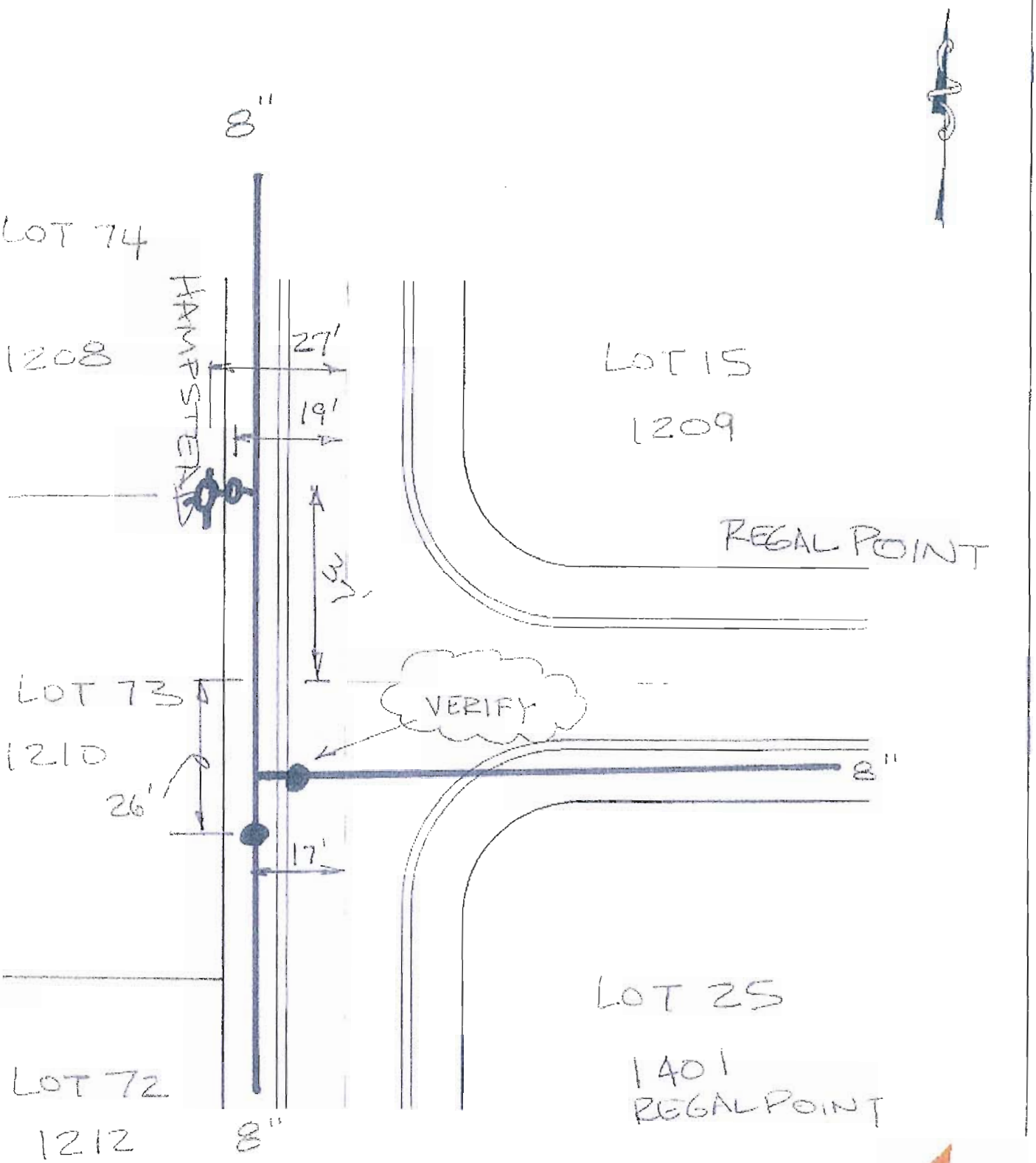



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK V SHEET 110

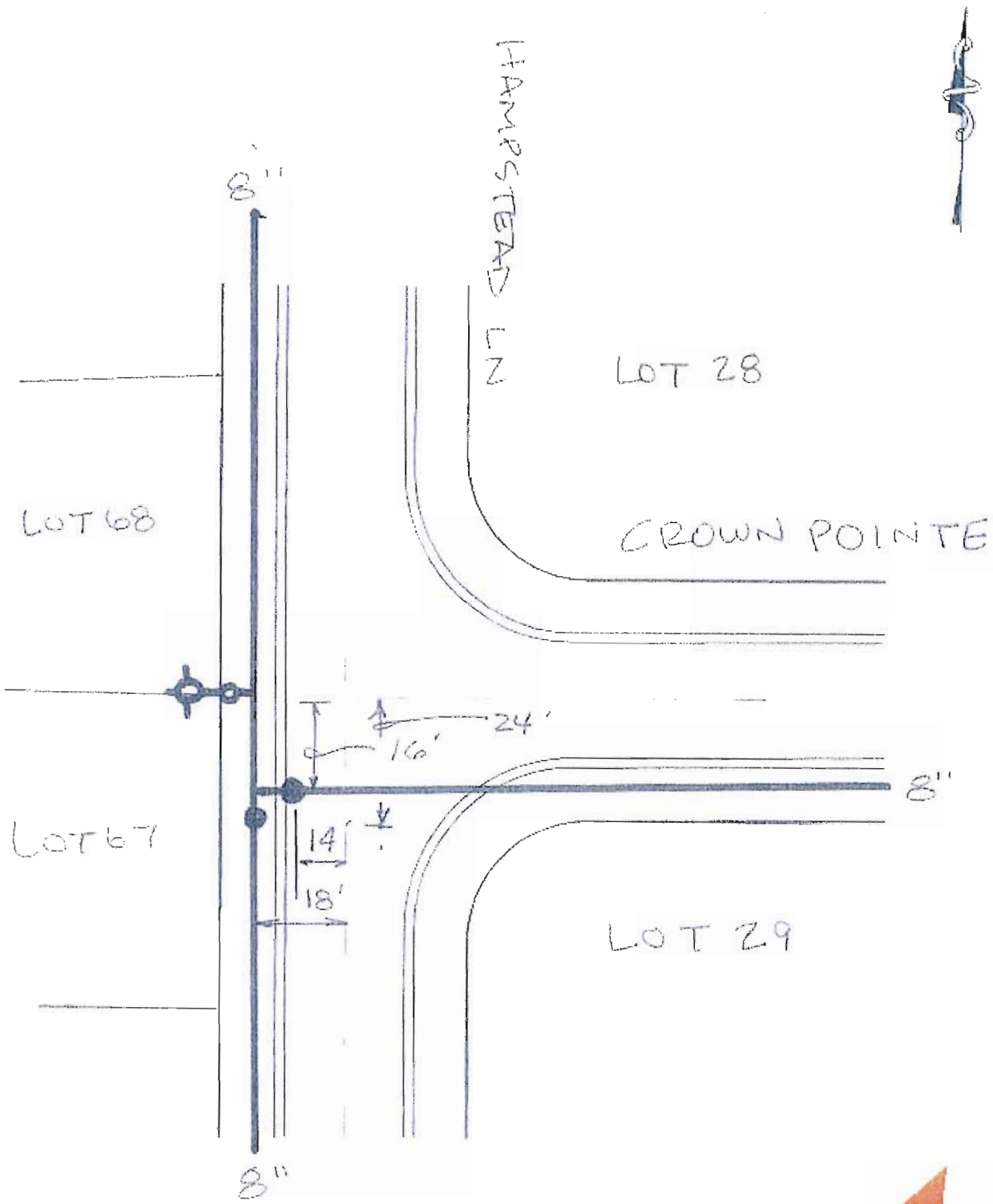



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK VI SHEET 111

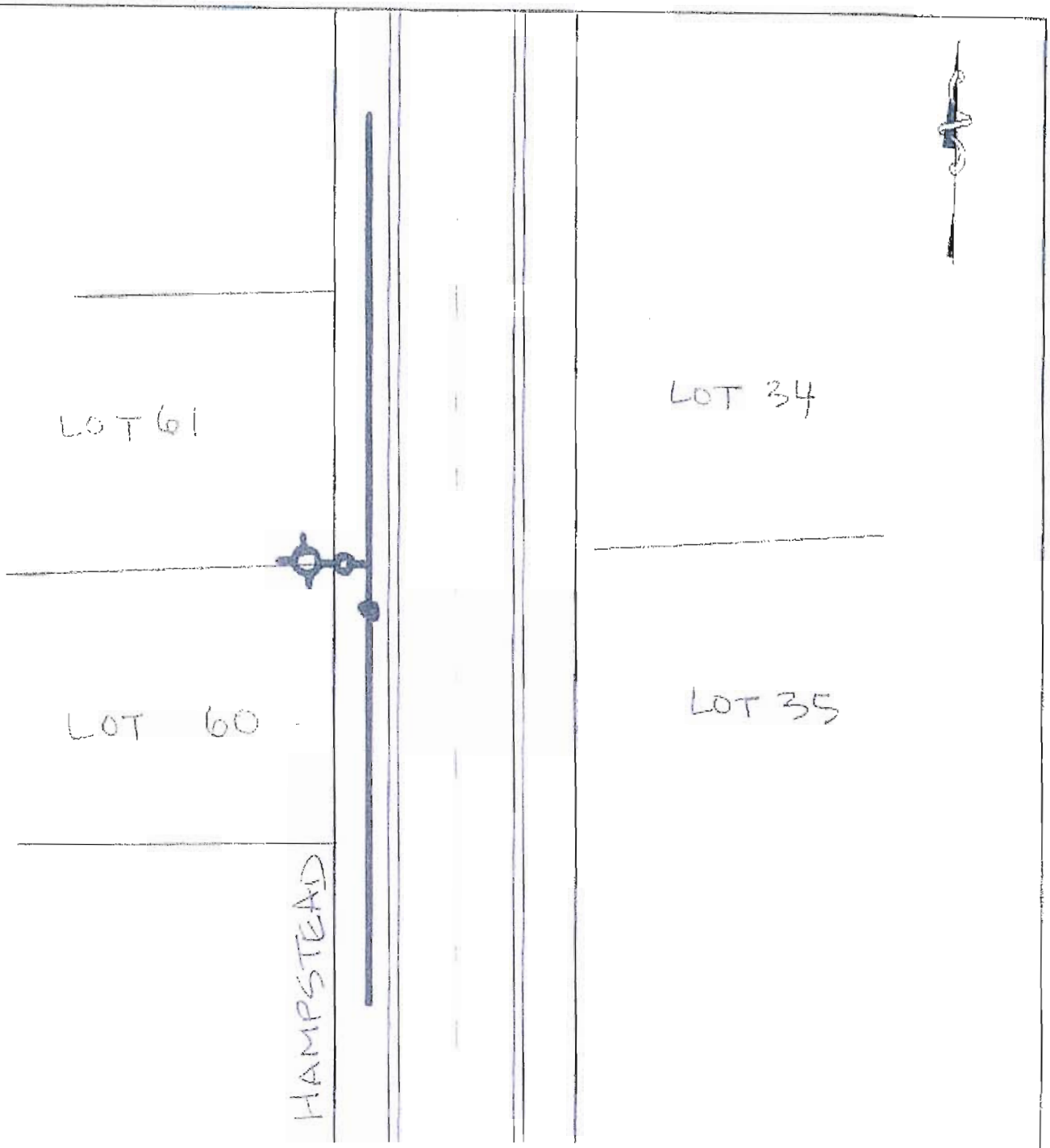



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK VI SHEET 112

BACK TO KEY MAP

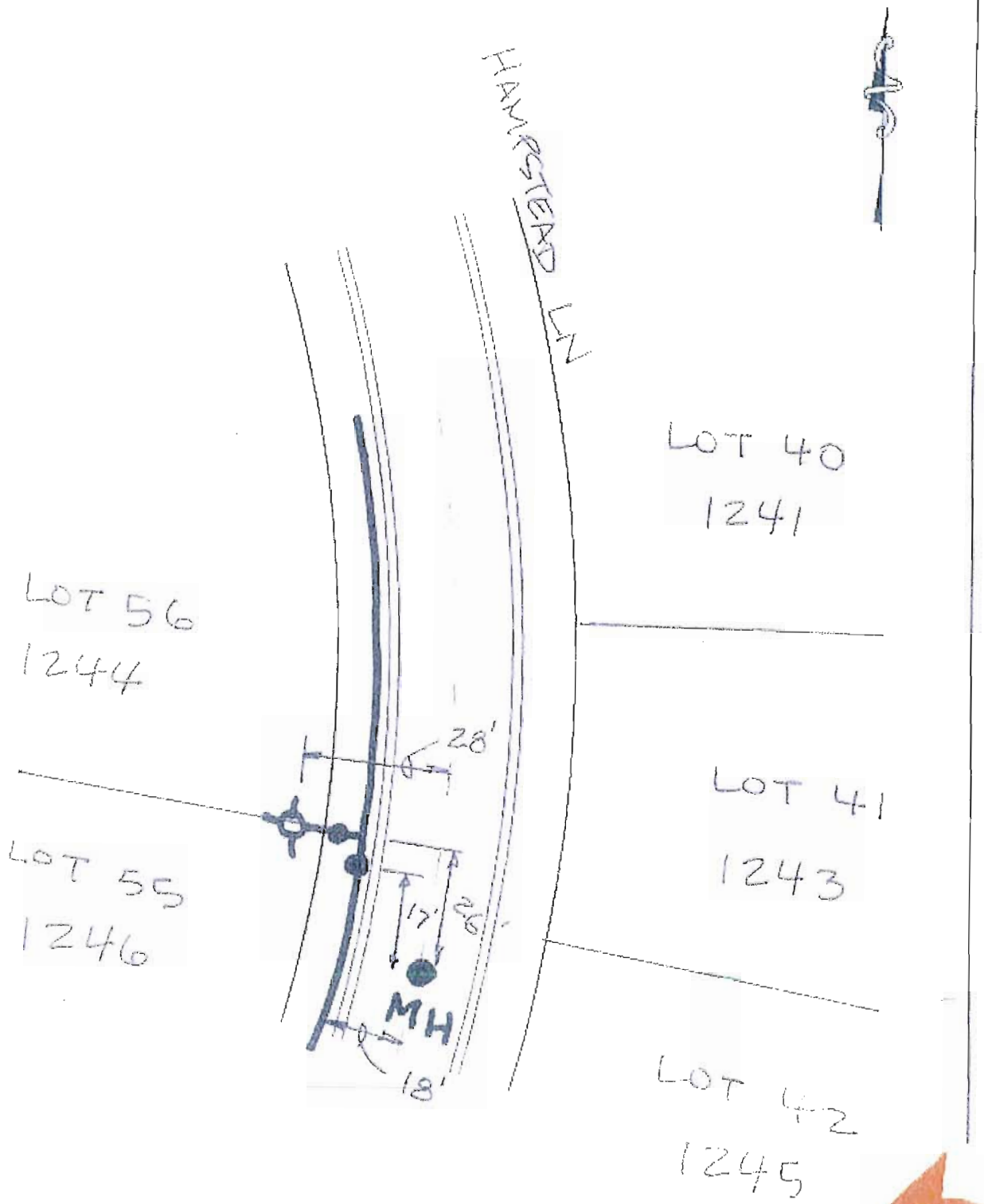



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK VI SHEET 113

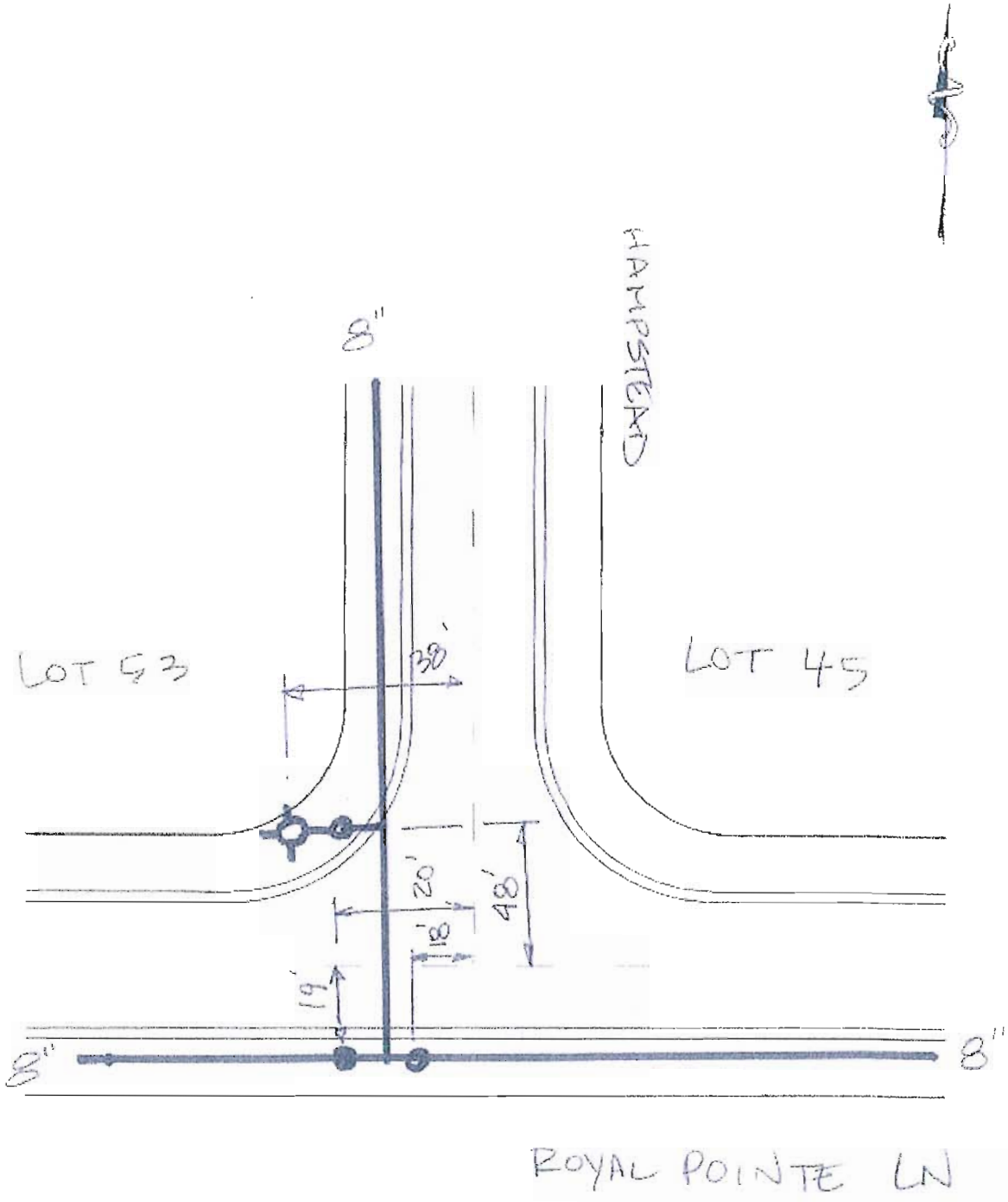



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK VI SHEET 114

BACK TO KEY MAP

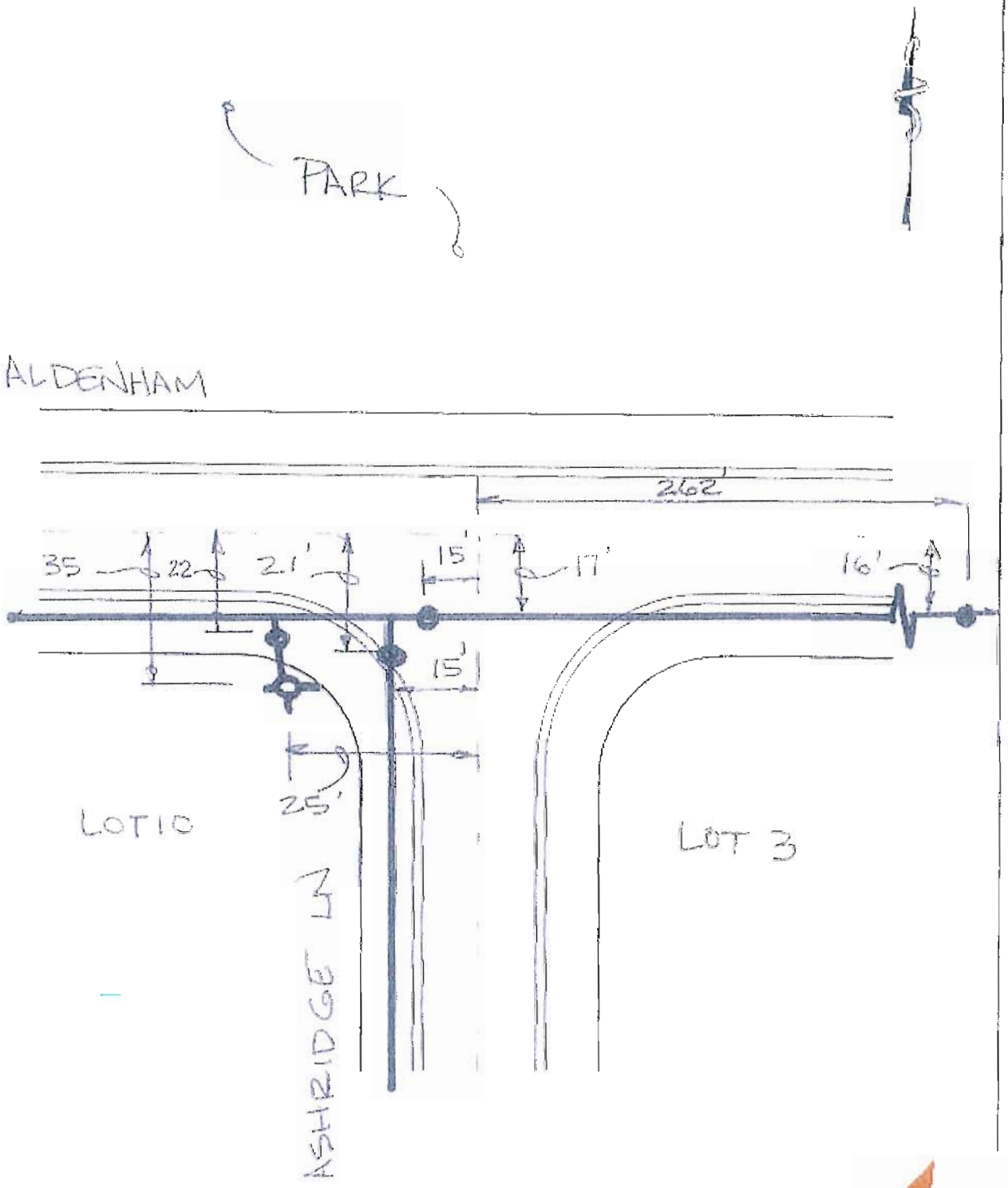



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK IV SHEET 115

BACK TO KEY MAP

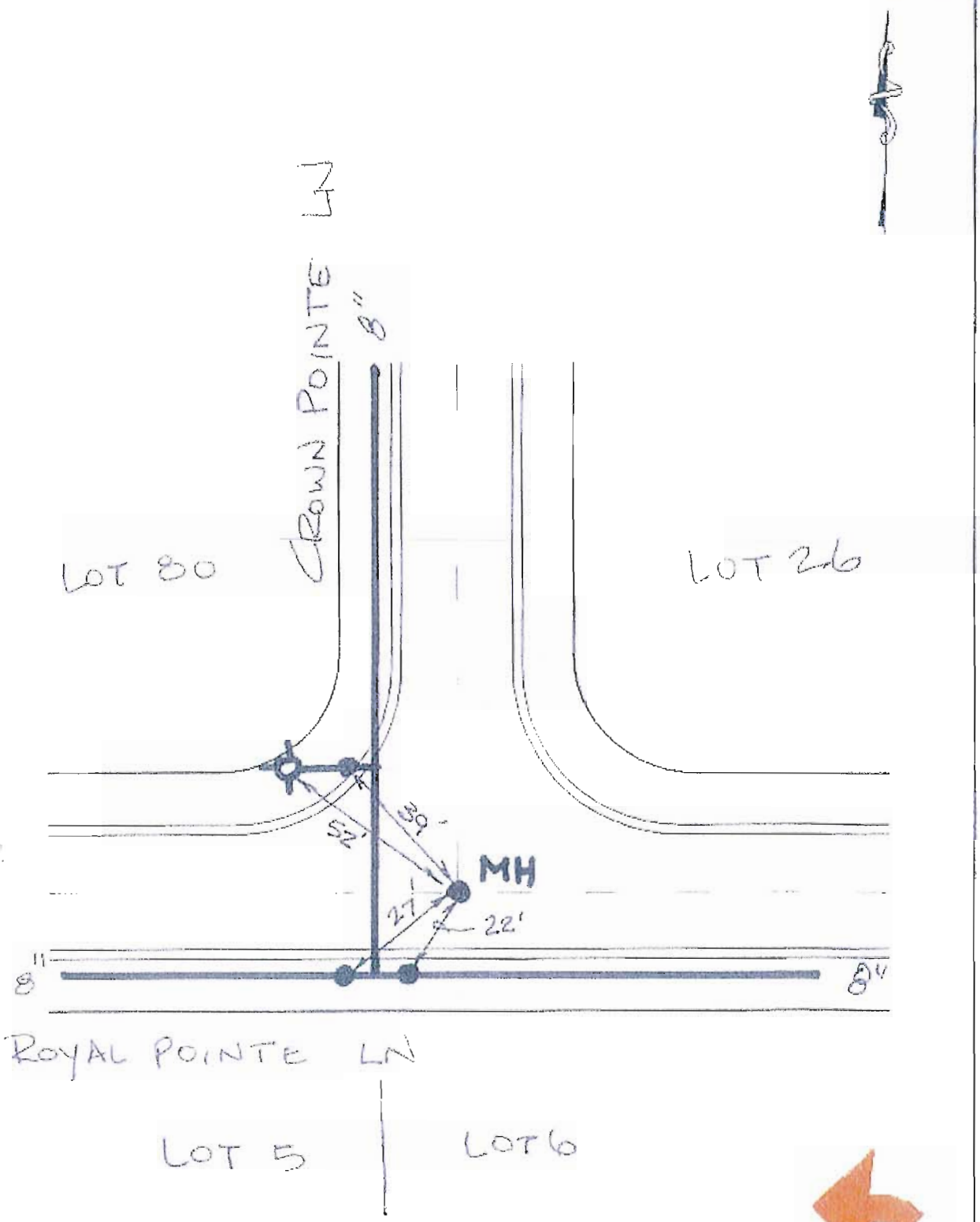



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY Prestwick VI SHEET 116

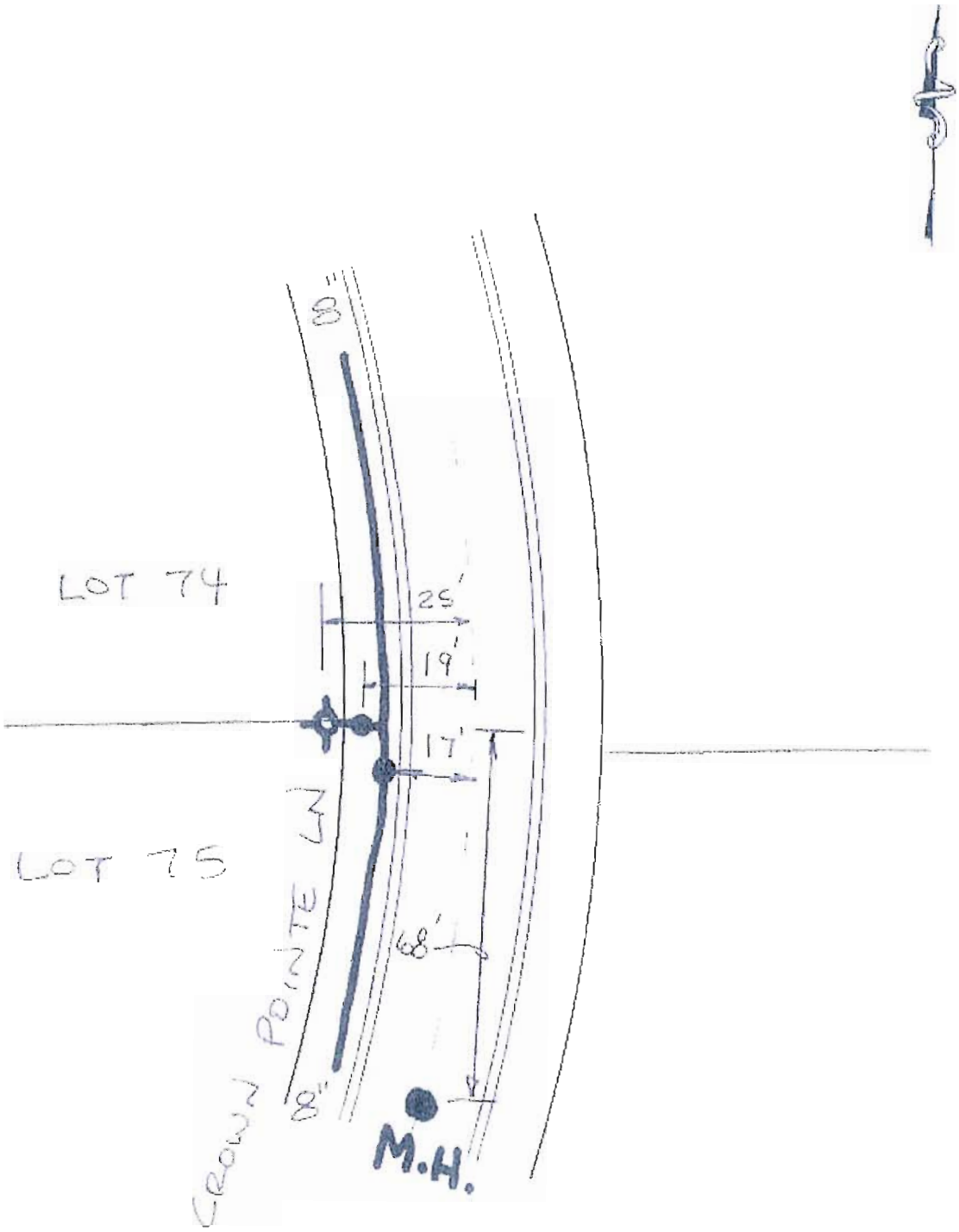



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK VII SHEET 117

BACK TO KEY MAP

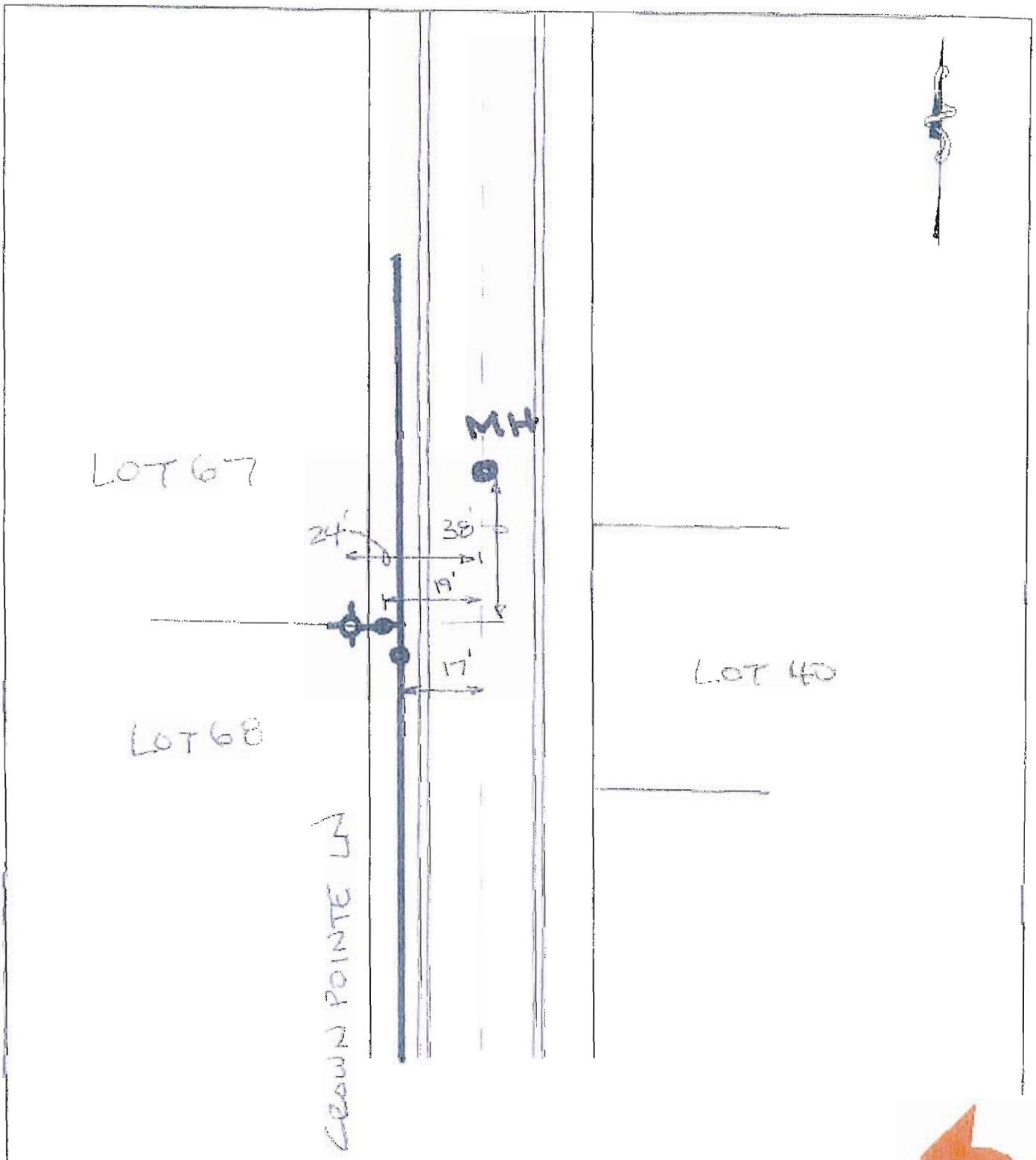



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK VIT SHEET 118

BACK TO KEY MAP

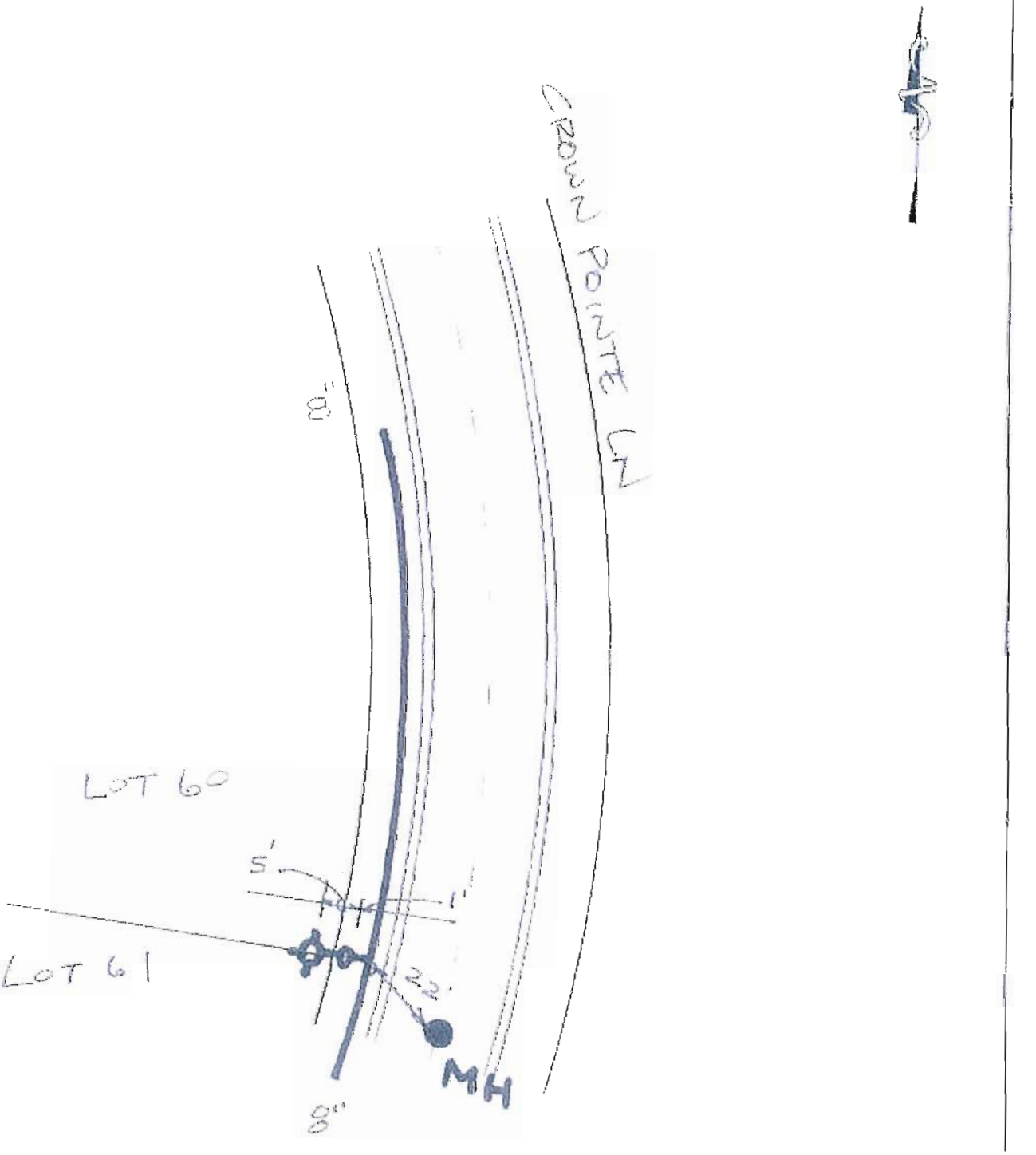



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK VII SHEET 119

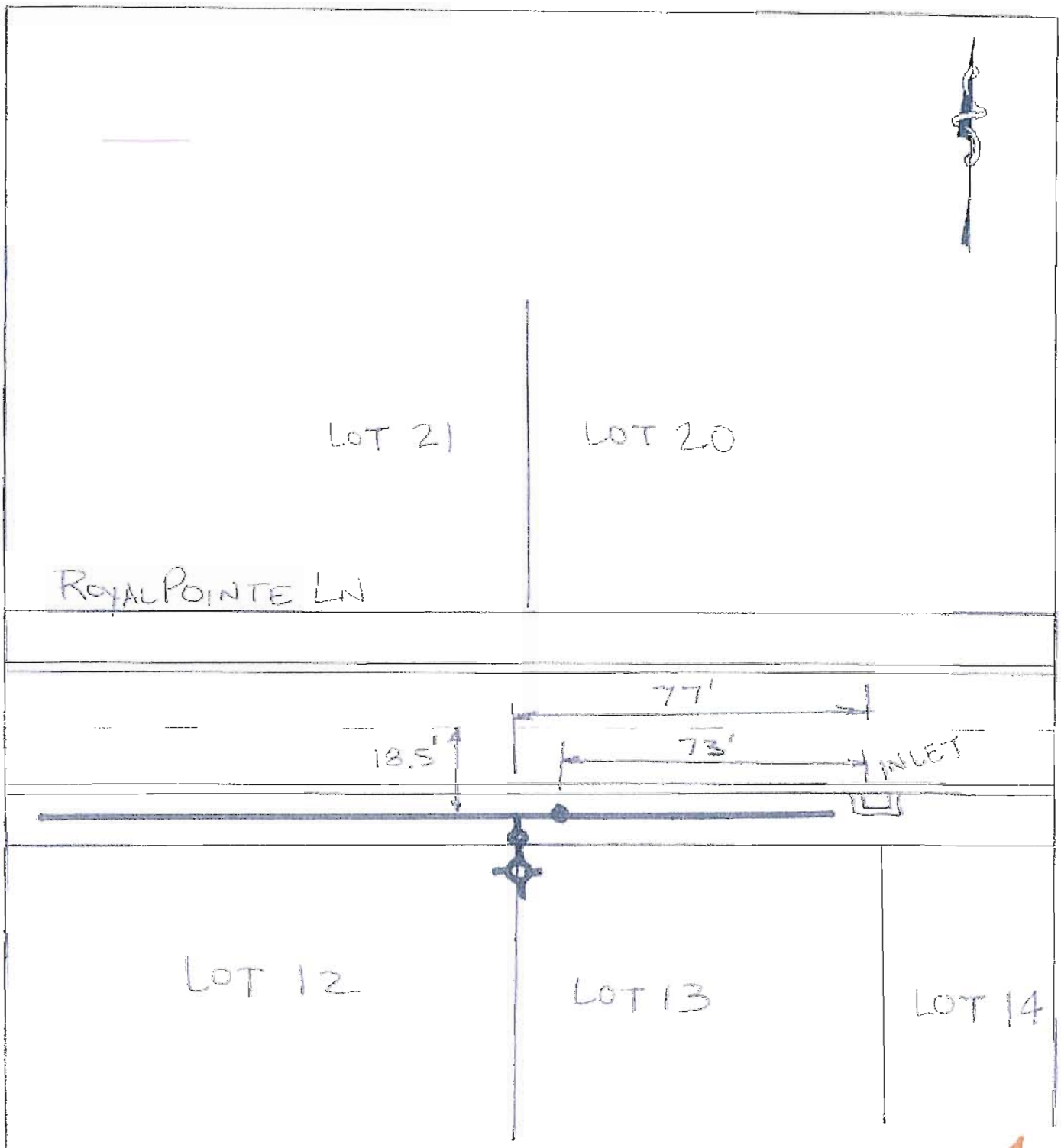



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK VII SHEET 120

BACK TO KEY MAP

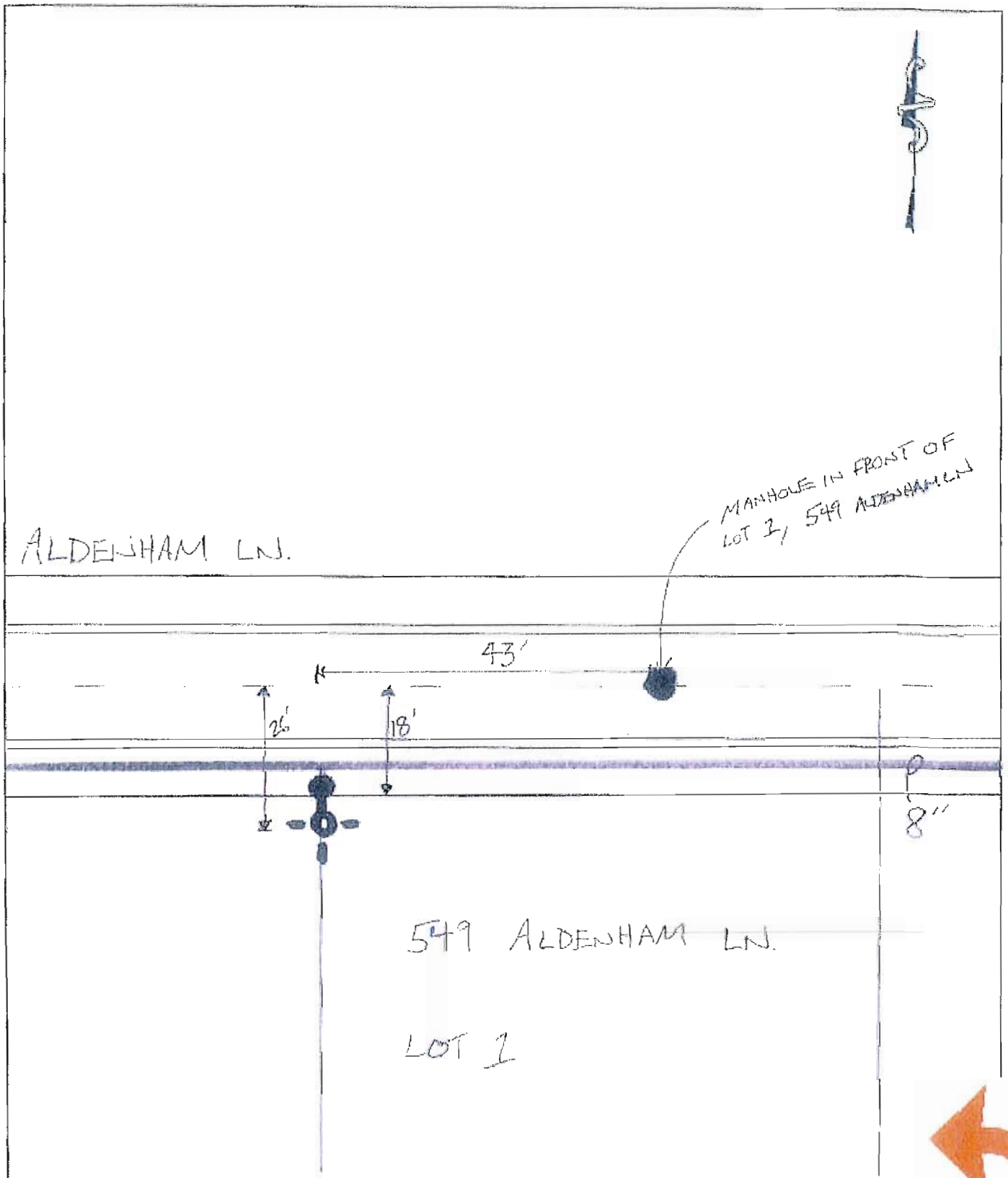



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK VII SHEET 121

BACK TO KEY MAP

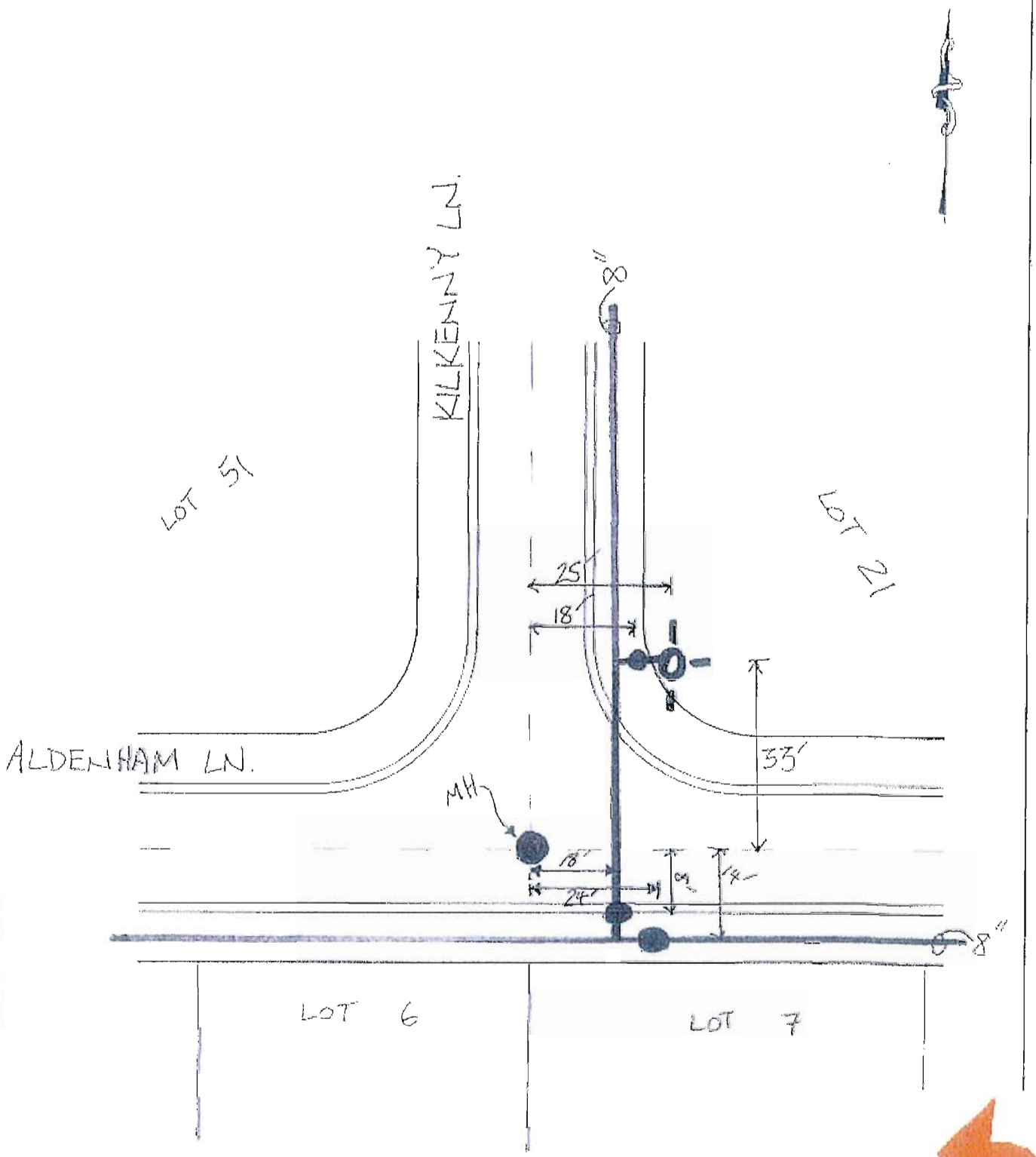



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 8 SHEET 122

BACK TO KEY MAP

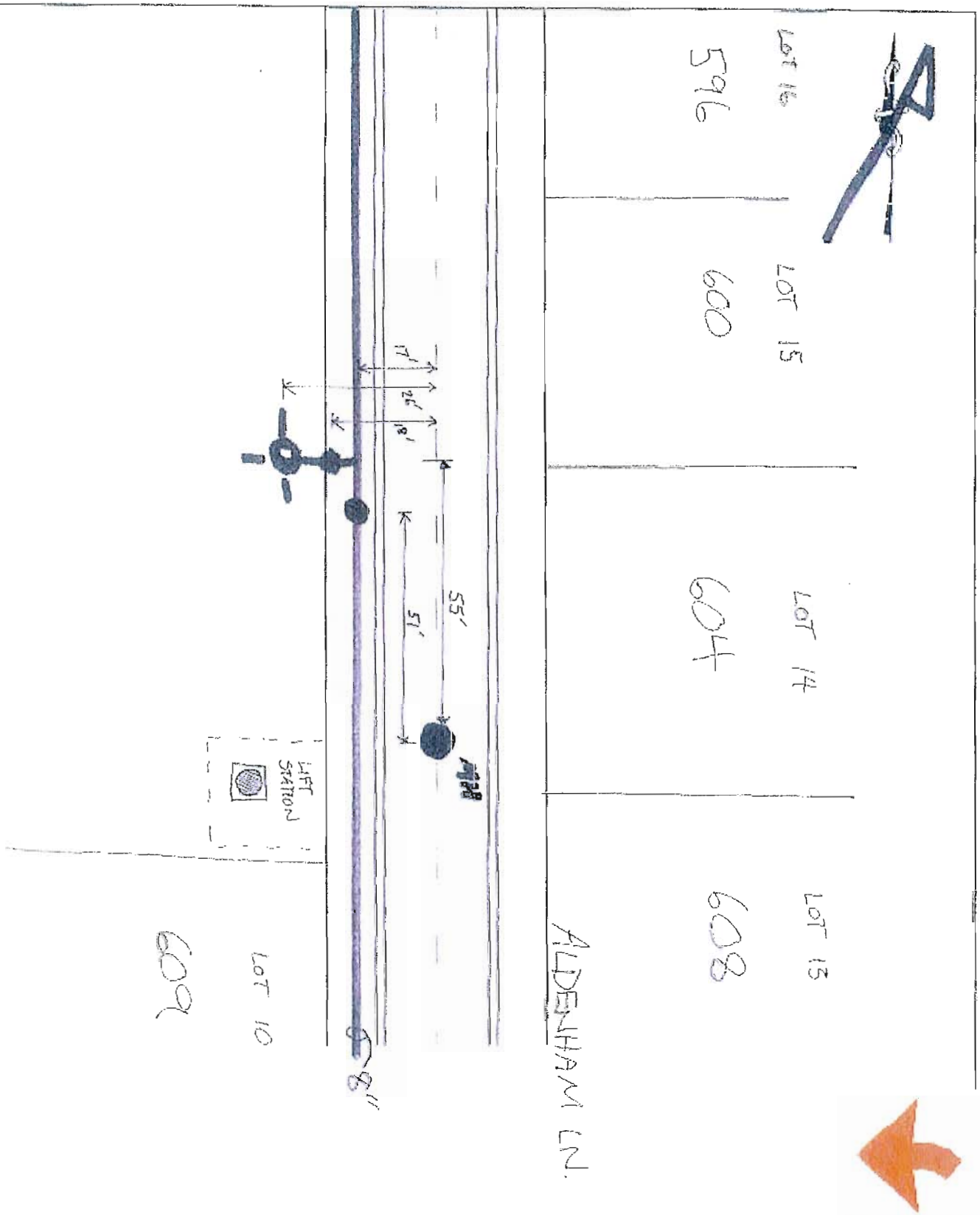



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 8 SHEET 123

BACK TO KEY MAP

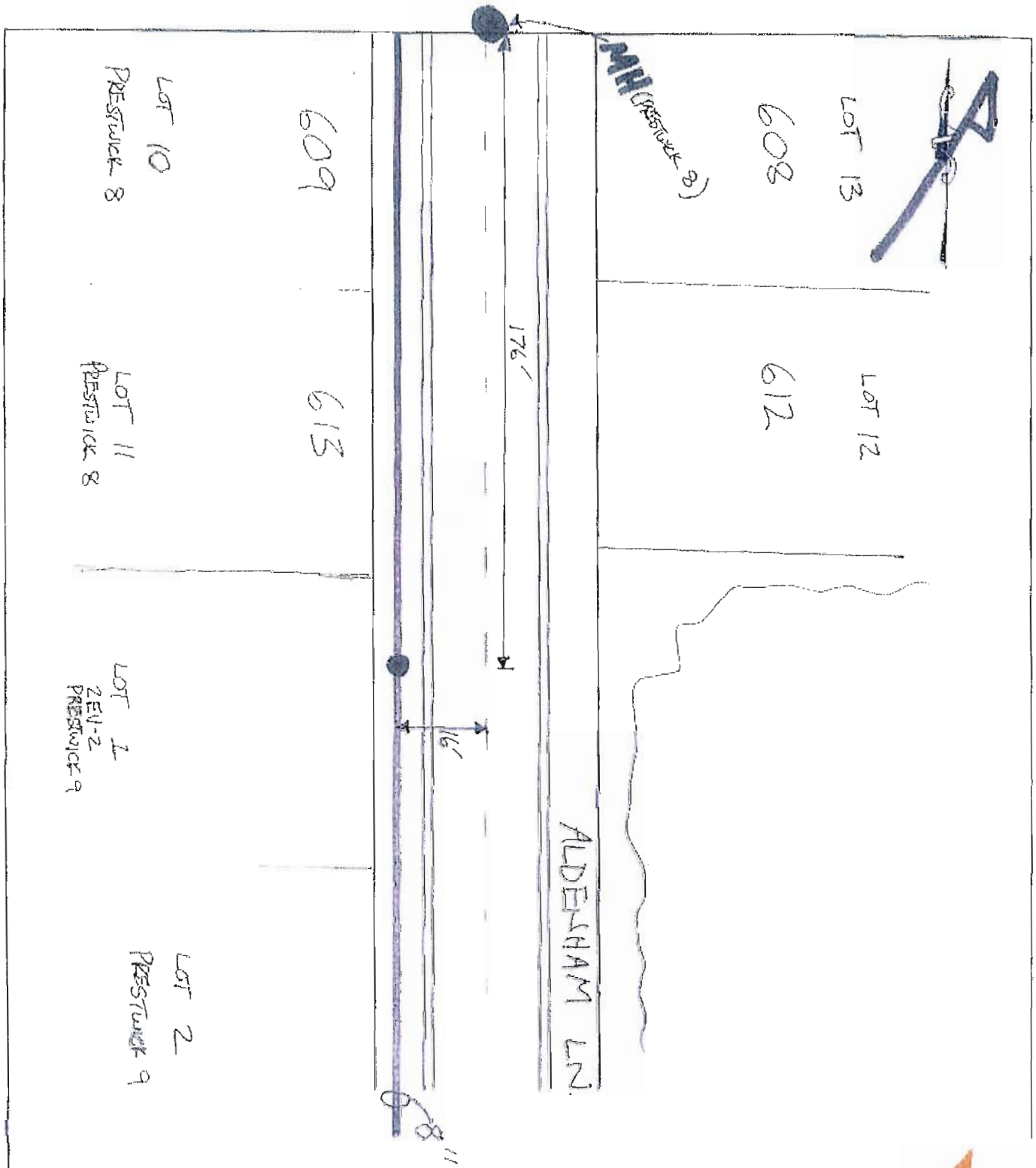



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 8 SHEET 124

BACK TO KEY MAP

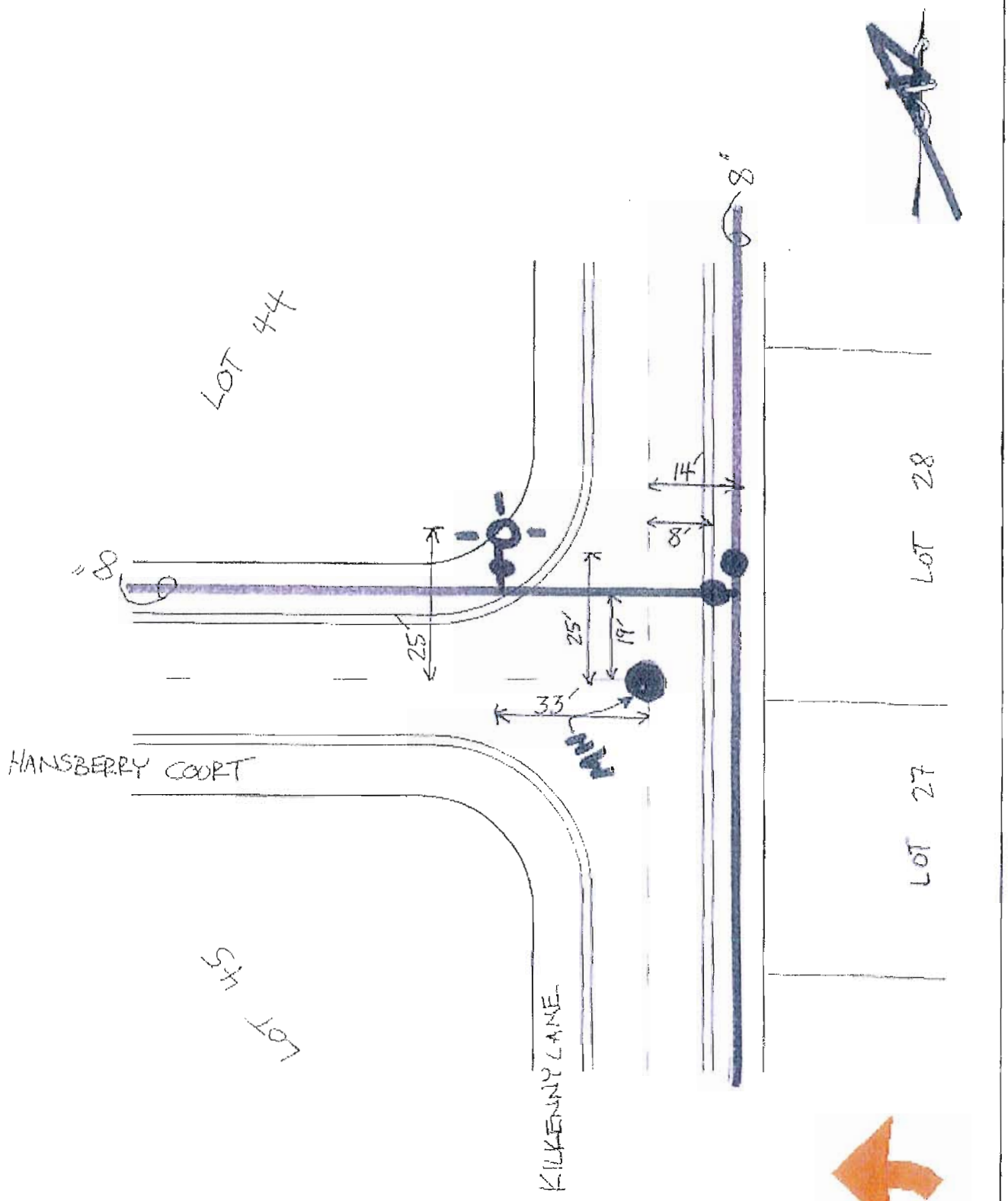



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY Prestwick 8/9 SHEET 125

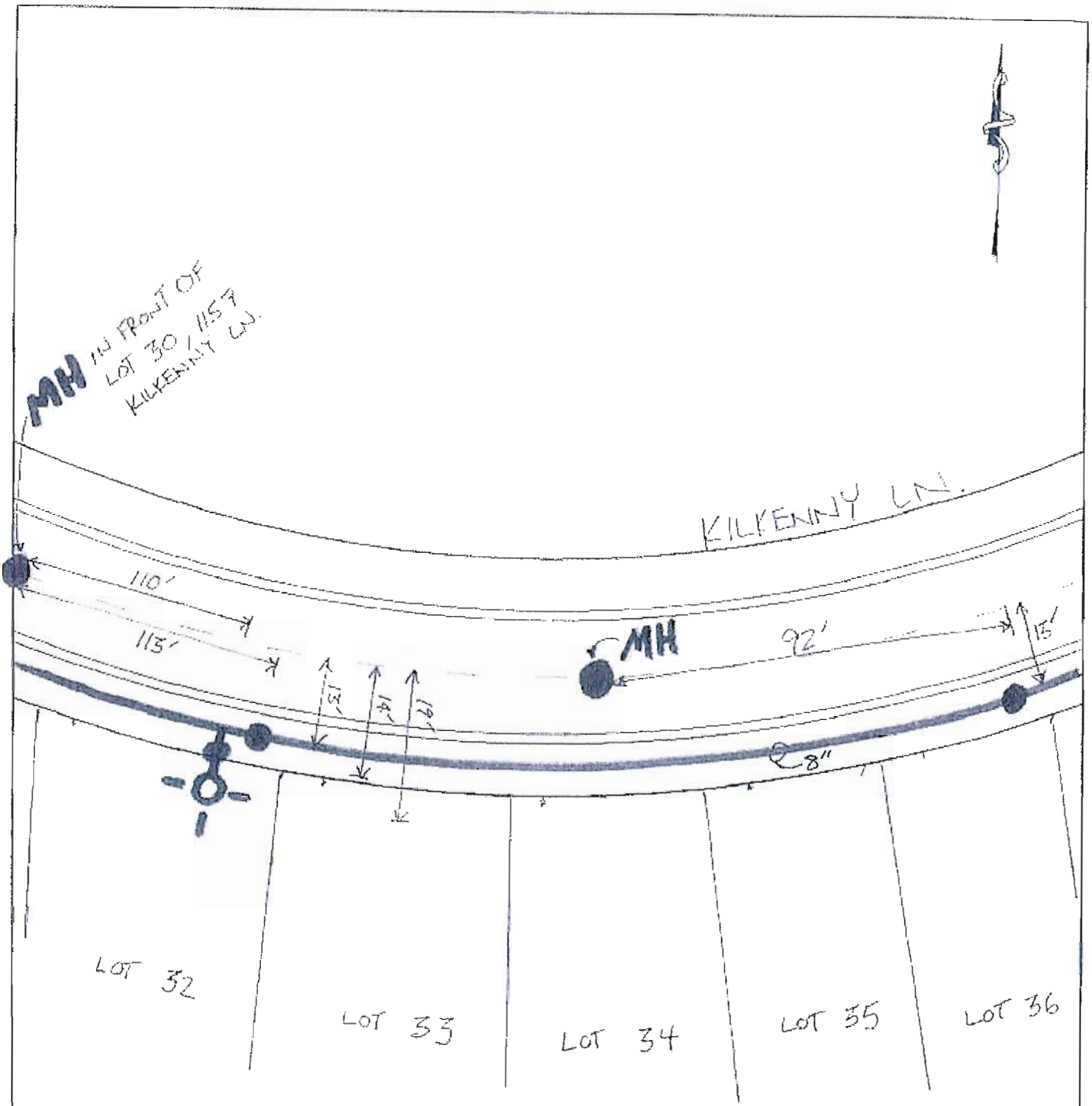



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 8 SHEET 126

BACK TO KEY MAP

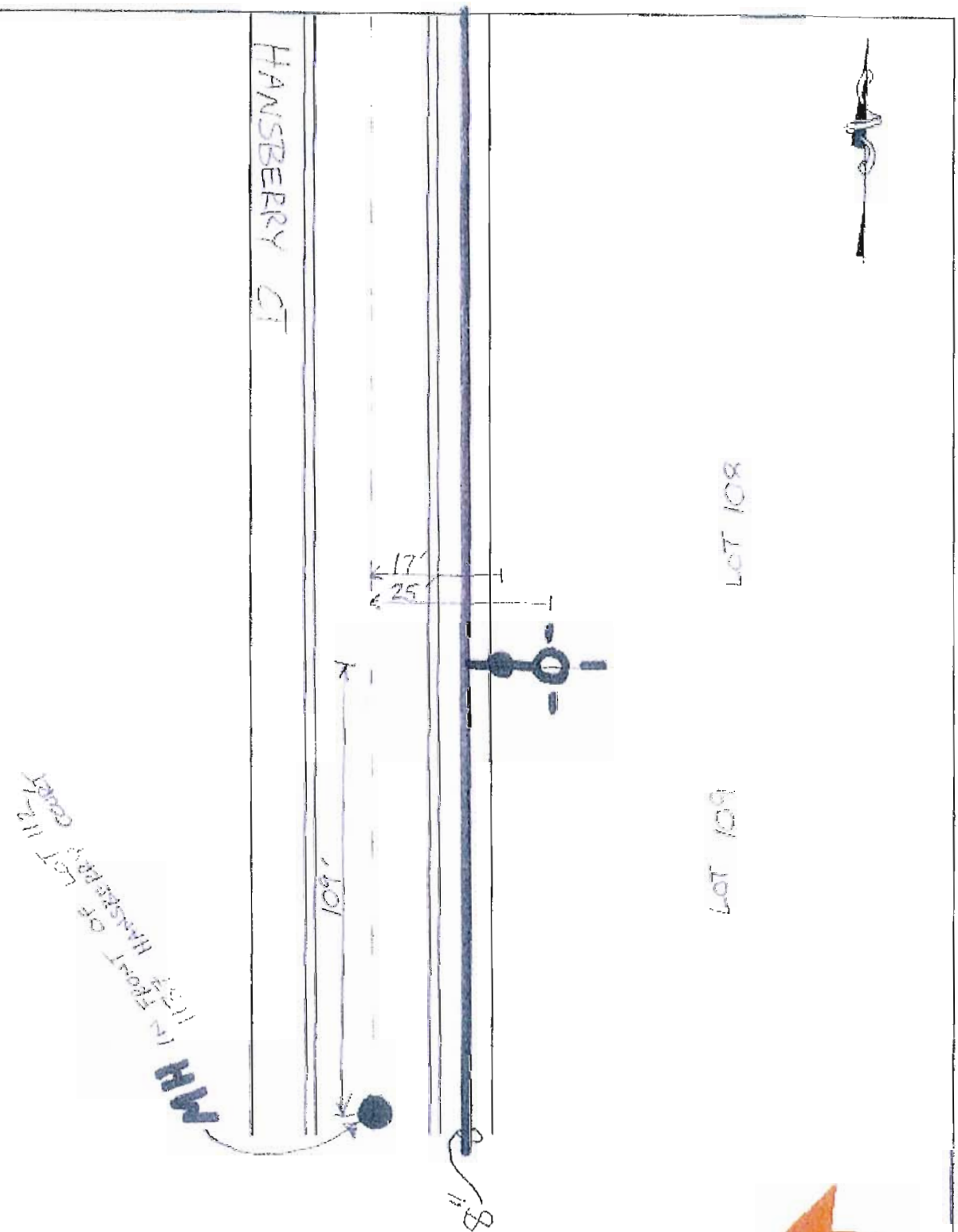



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 8 SHEET 127

BACK TO KEY MAP

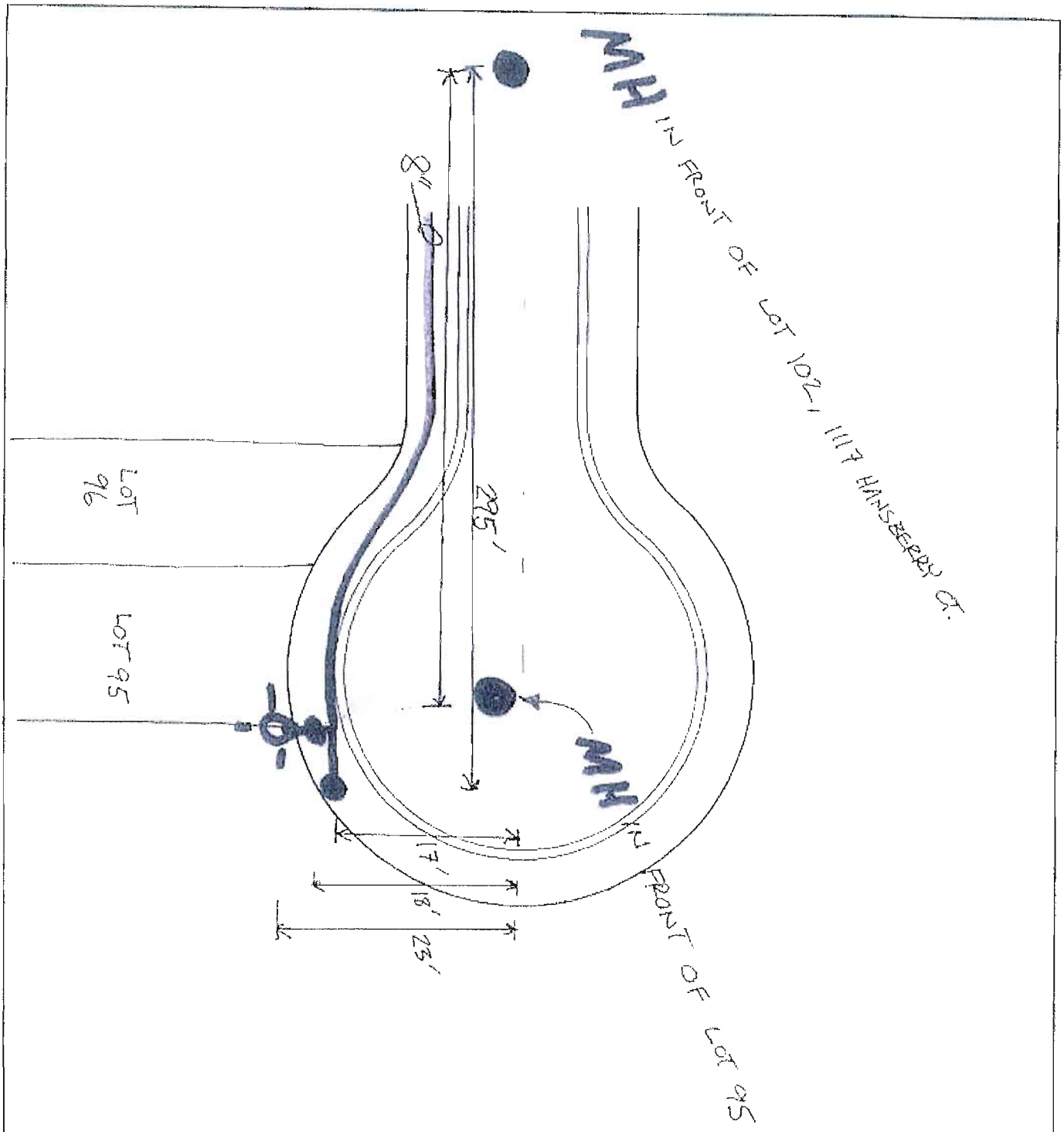



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 8 SHEET 128

BACK TO KEY MAP

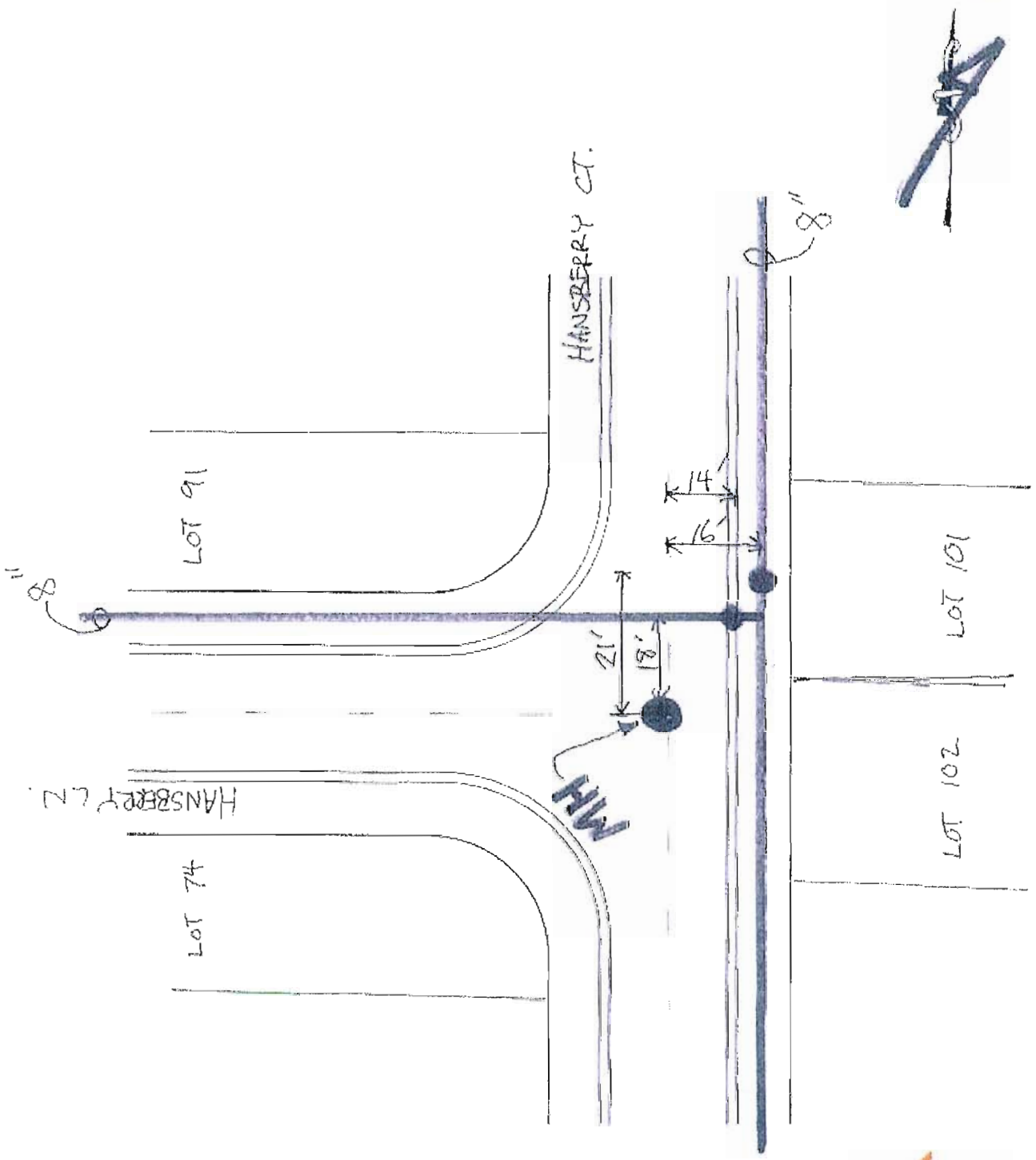



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY FRESTWICK 8 SHEET 129

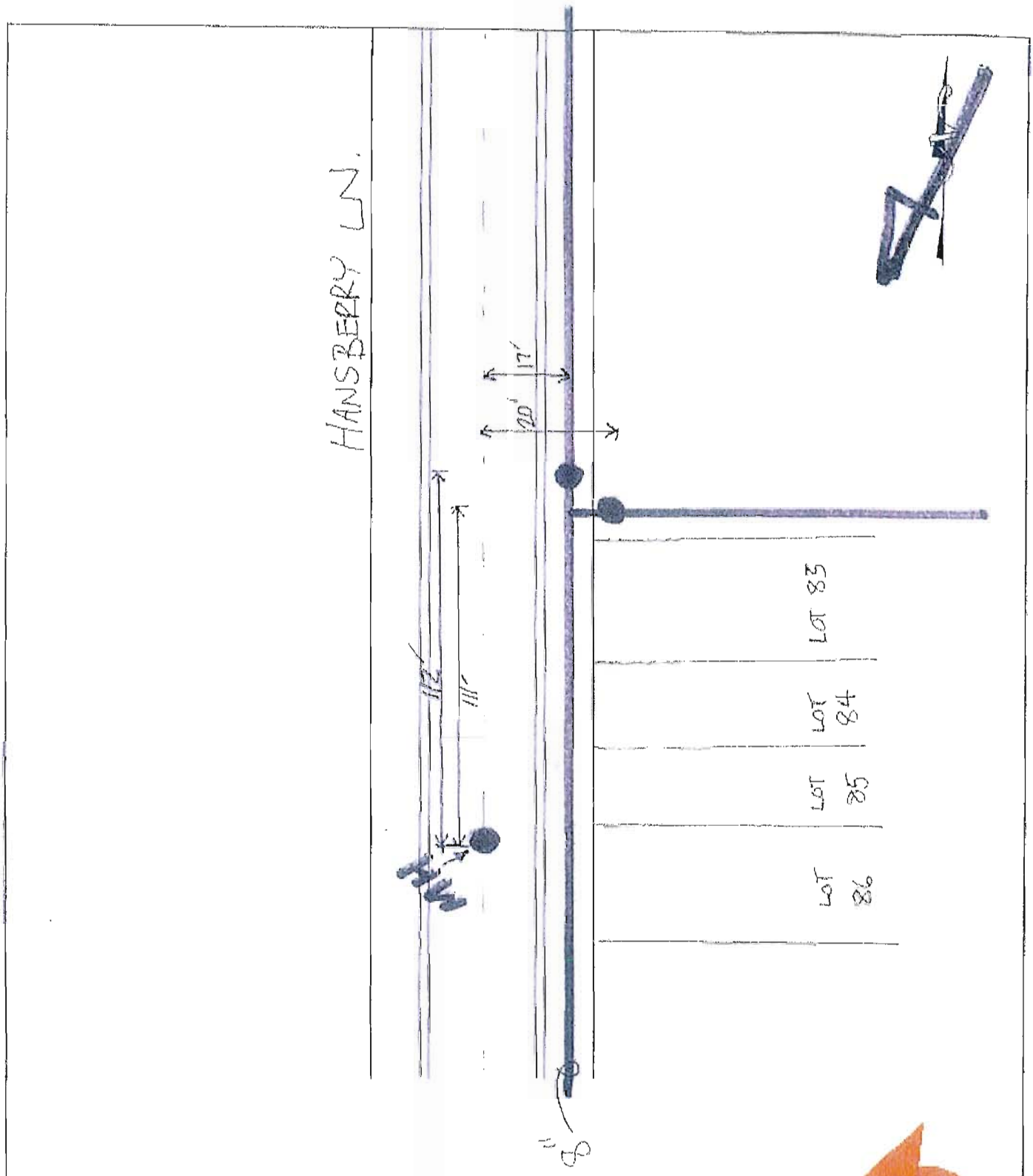



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 8 SHEET 130

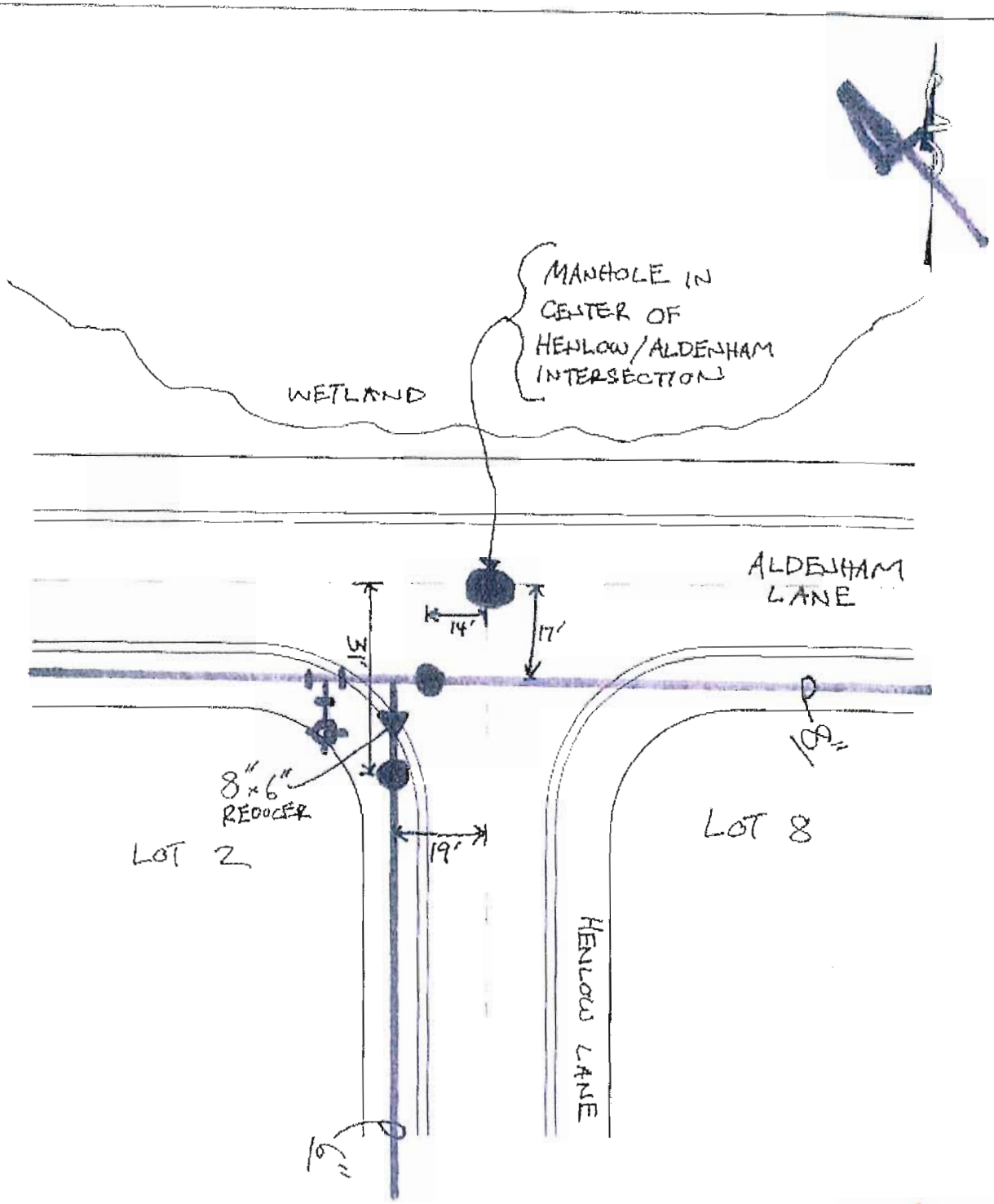



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY FRESTWICK 8 SHEET 131

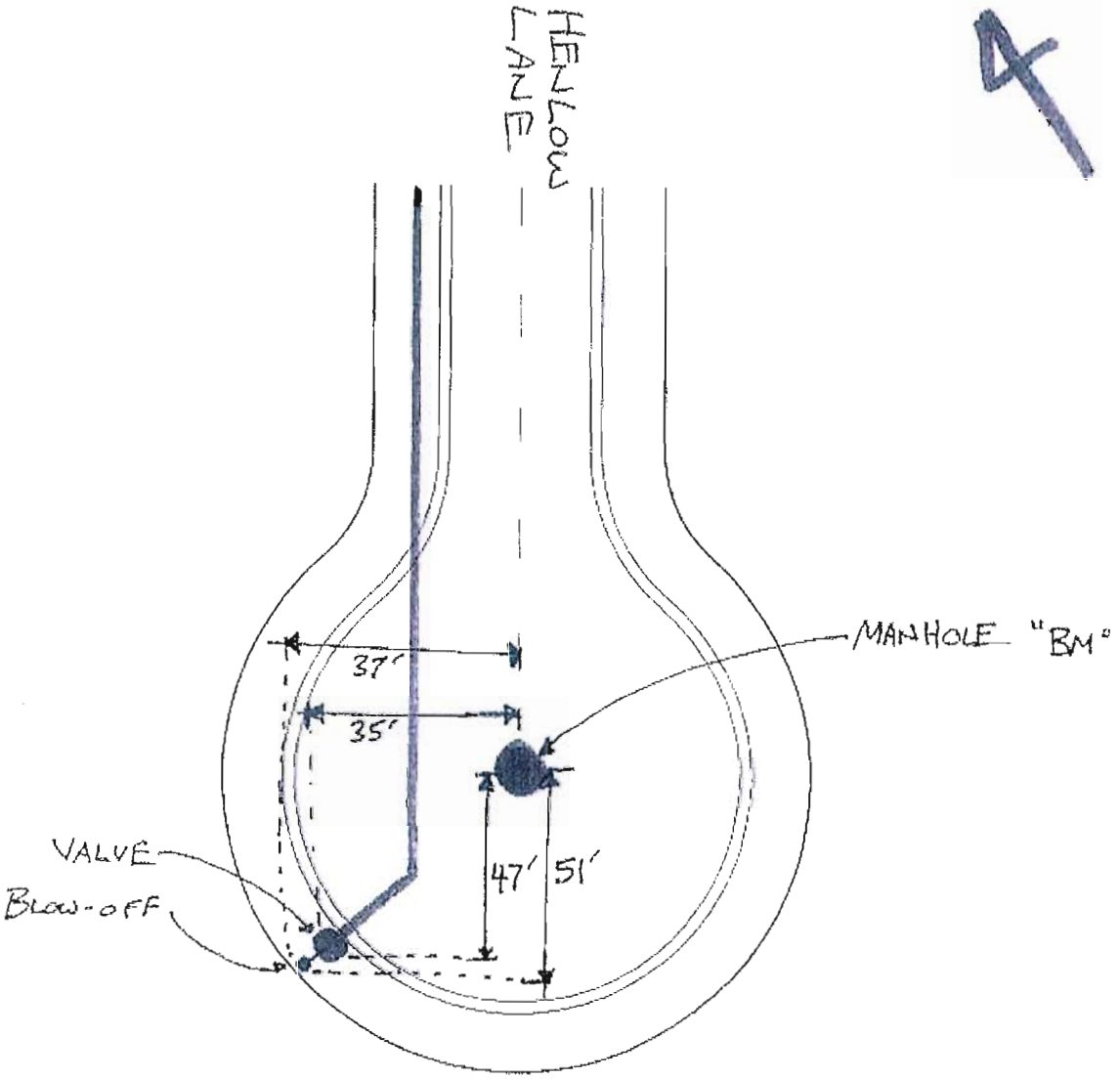



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY "2EV-2" PRESTWICK 9 SHEET 132

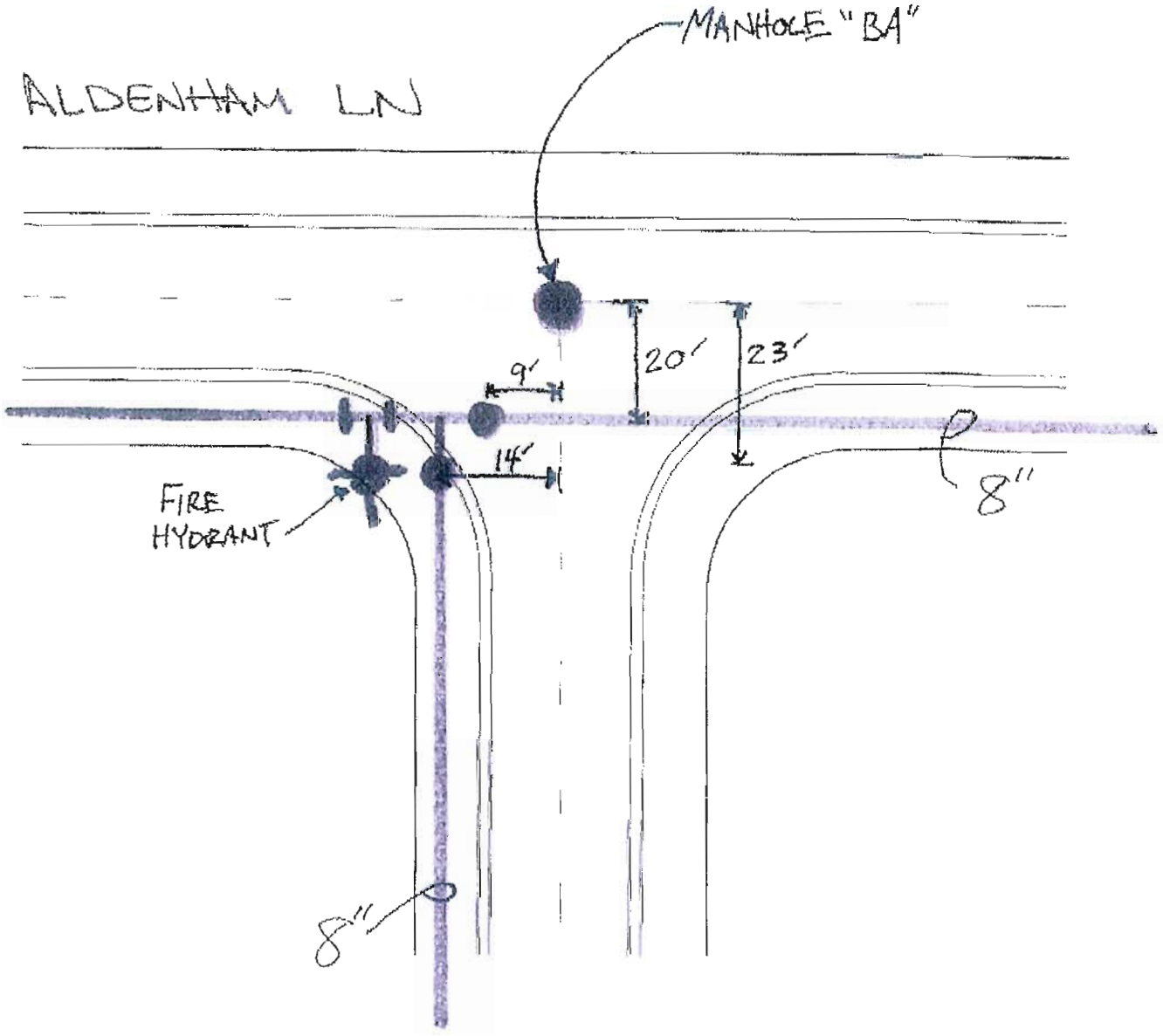



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY Prestwick 9 SHEET 133




BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 9 SHEET 134

MANHOLE "BK"

177'

17'

8"

LOT 74

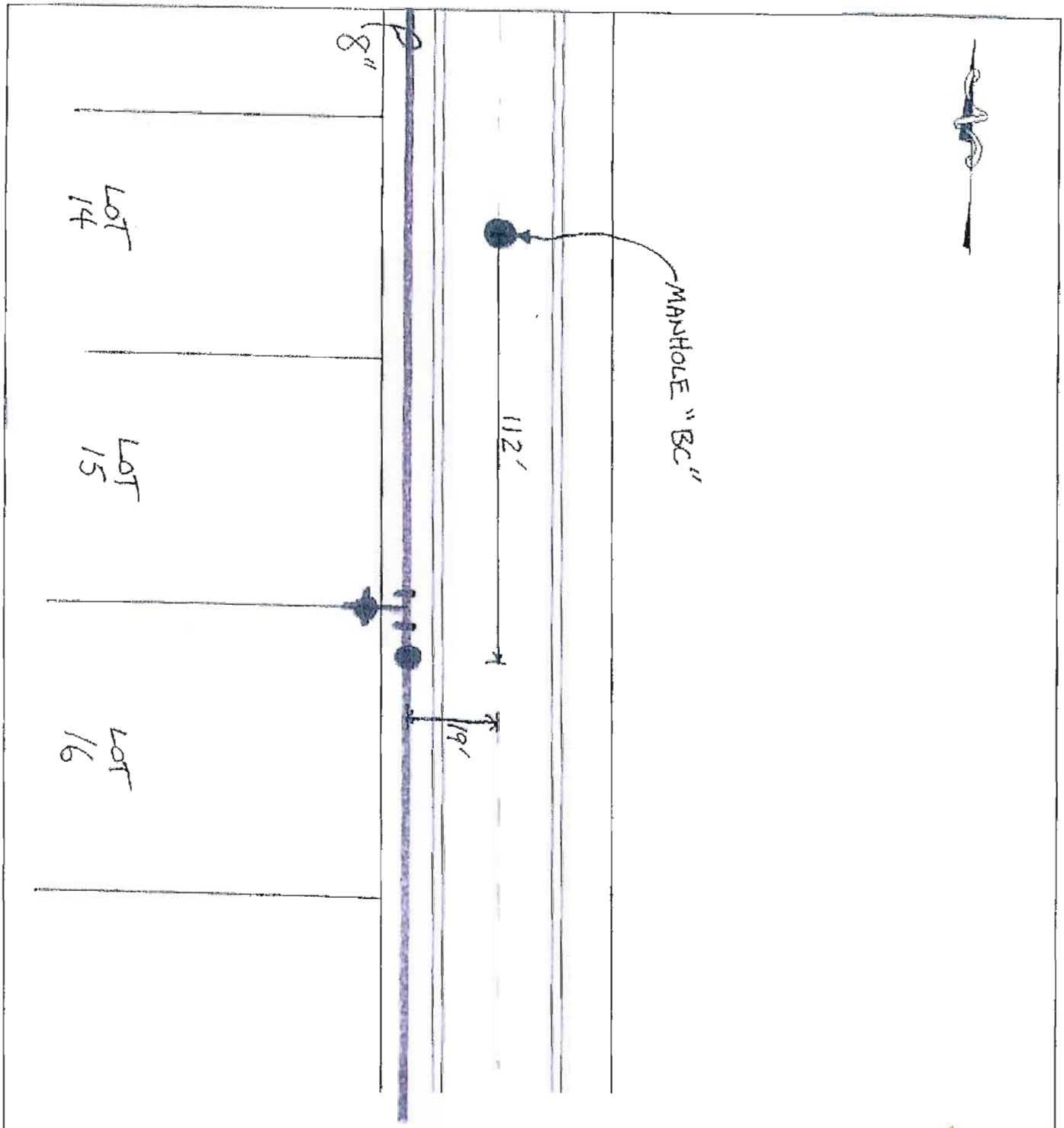
LOT 75

BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 9 SHEET 135

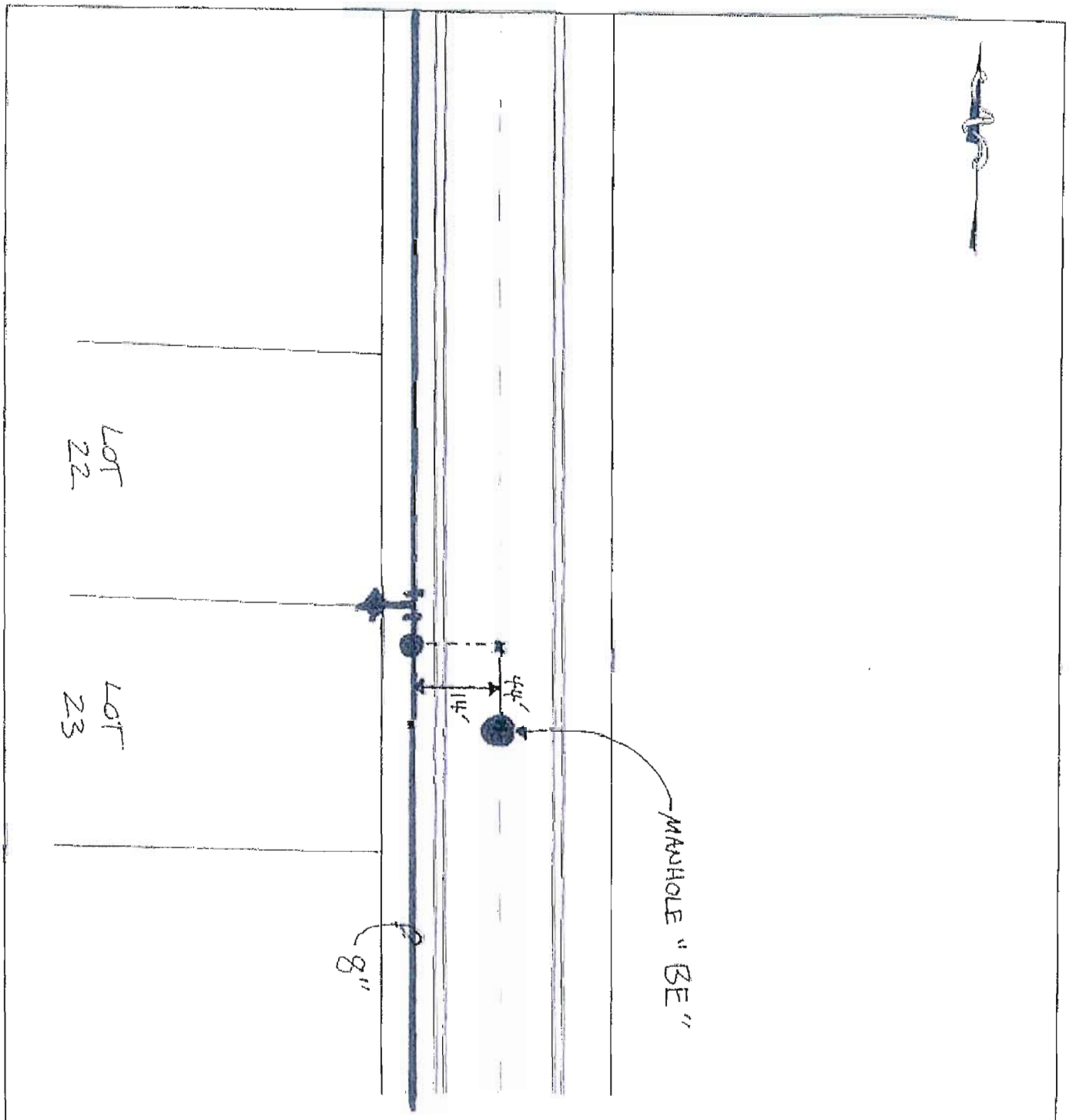



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY Prestwick 9 SHEET 136

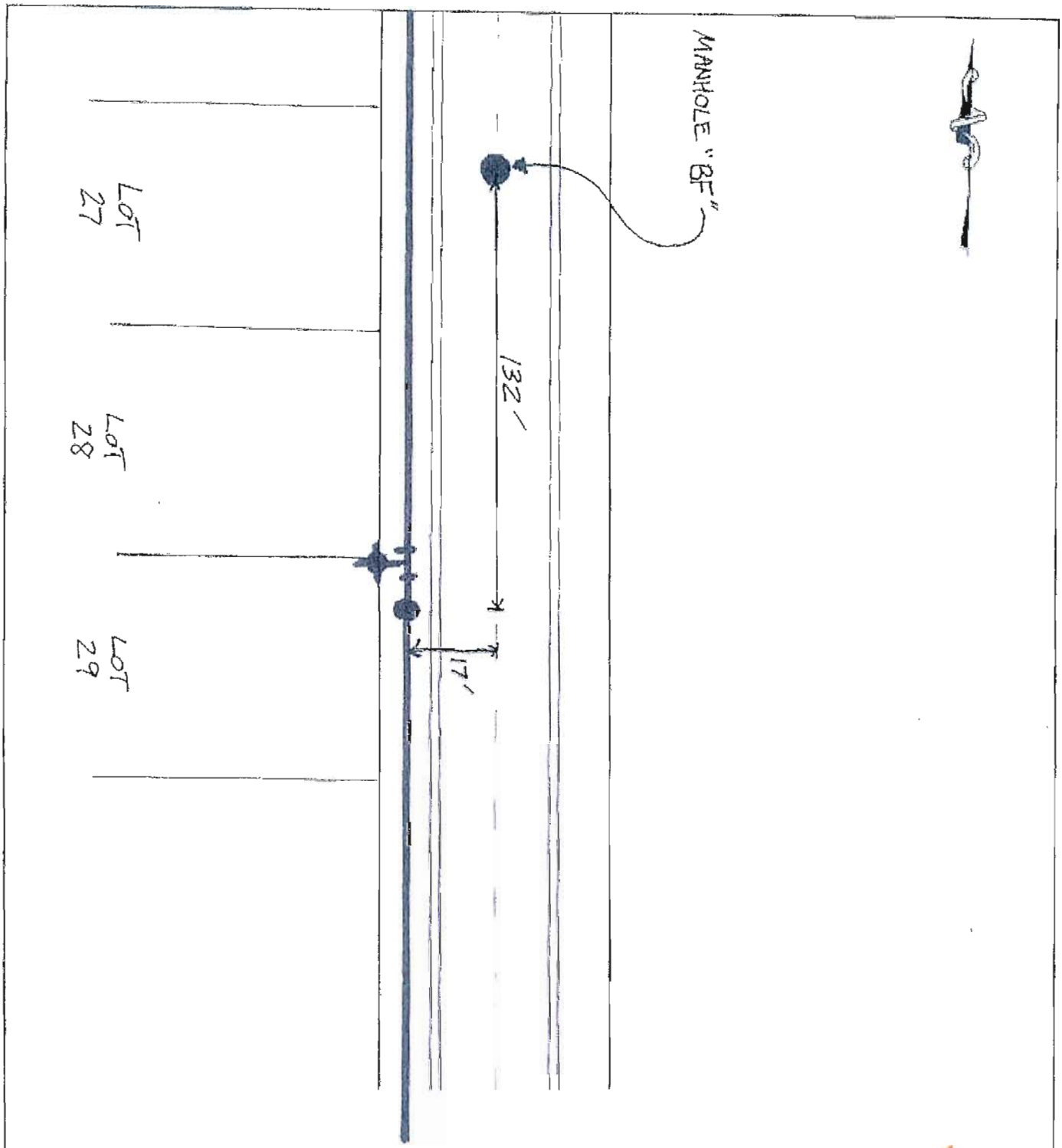



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 9 SHEET 137

BACK TO KEY MAP

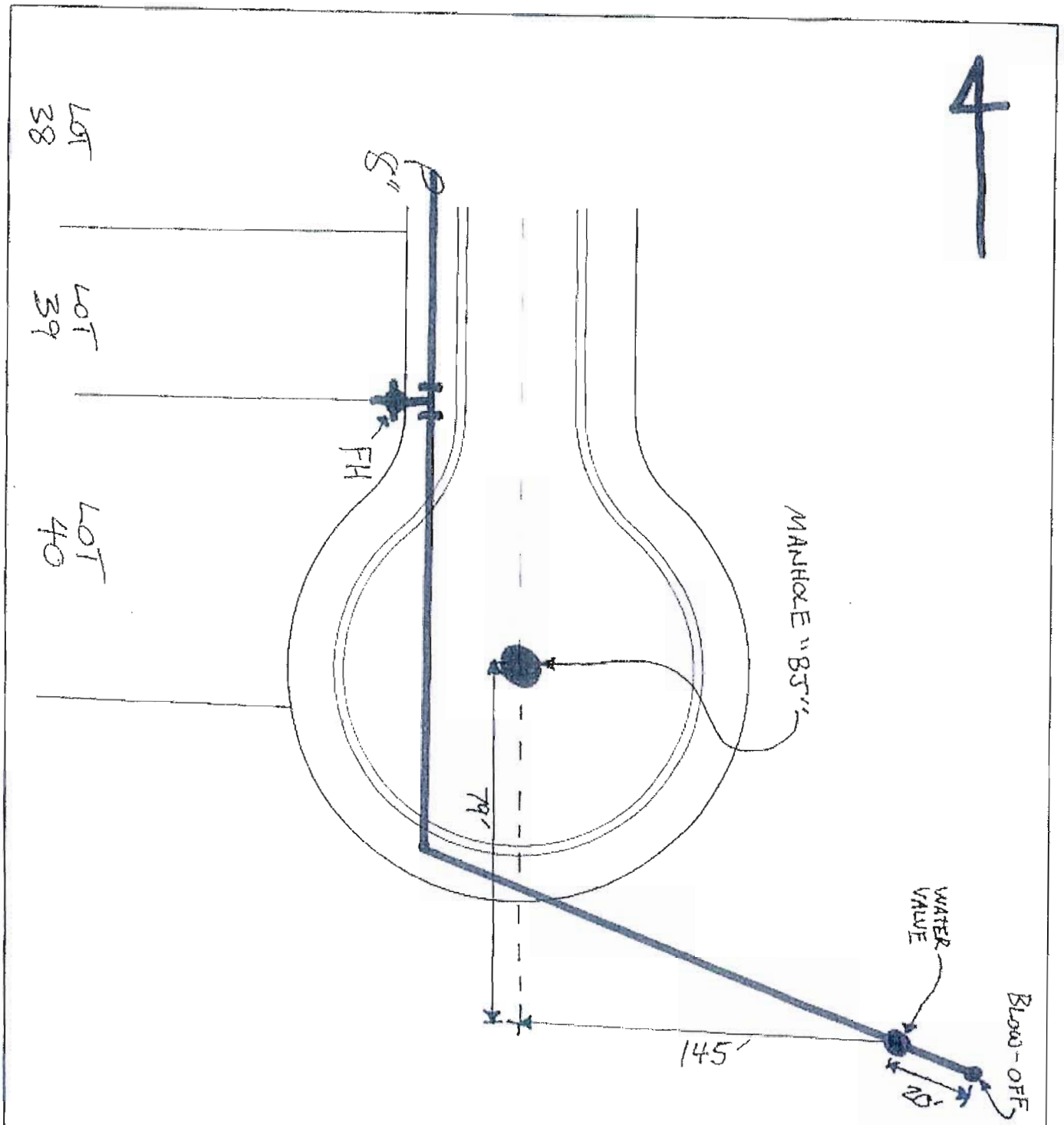



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 9 SHEET 138

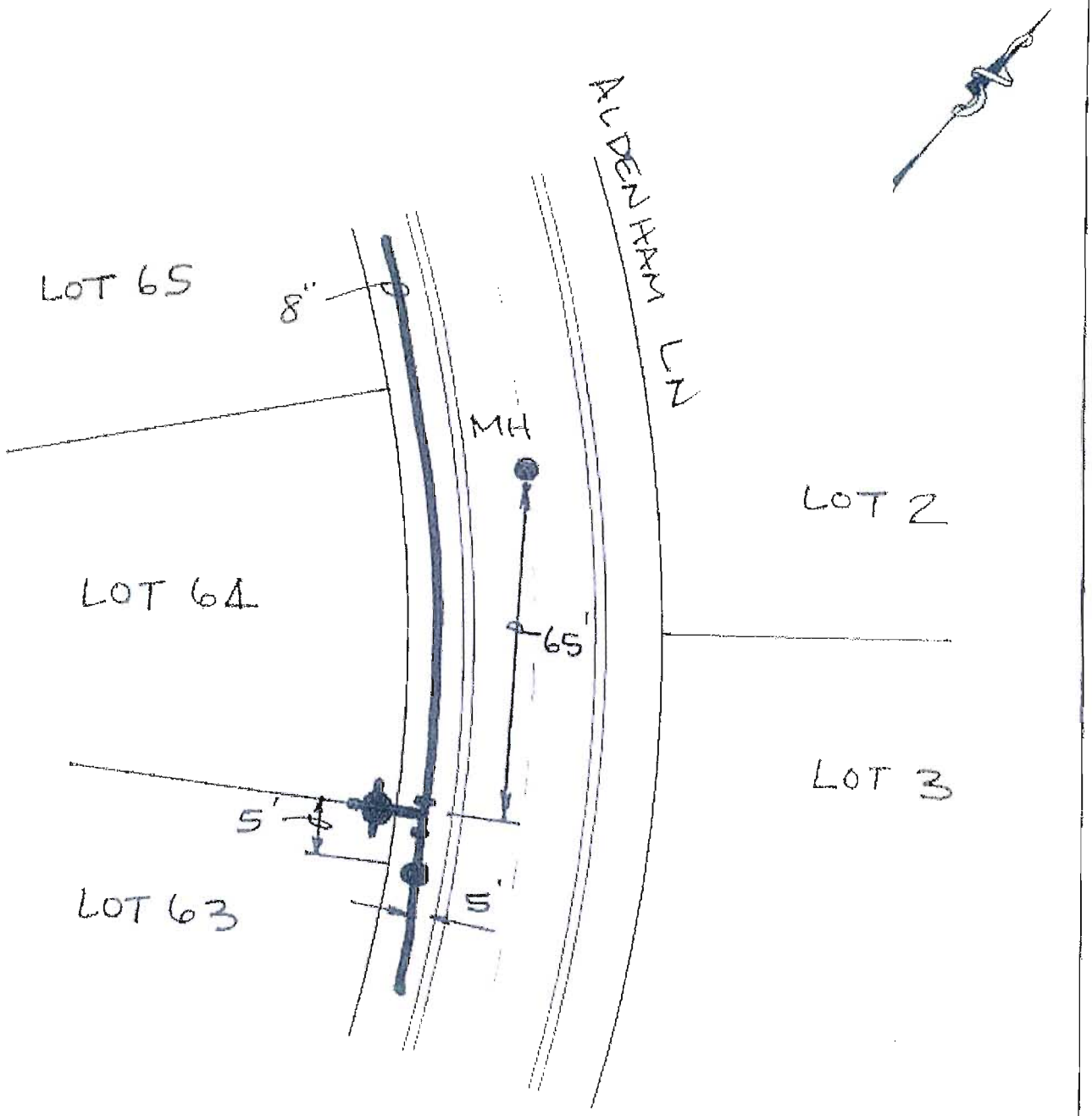



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 9 SHEET 139

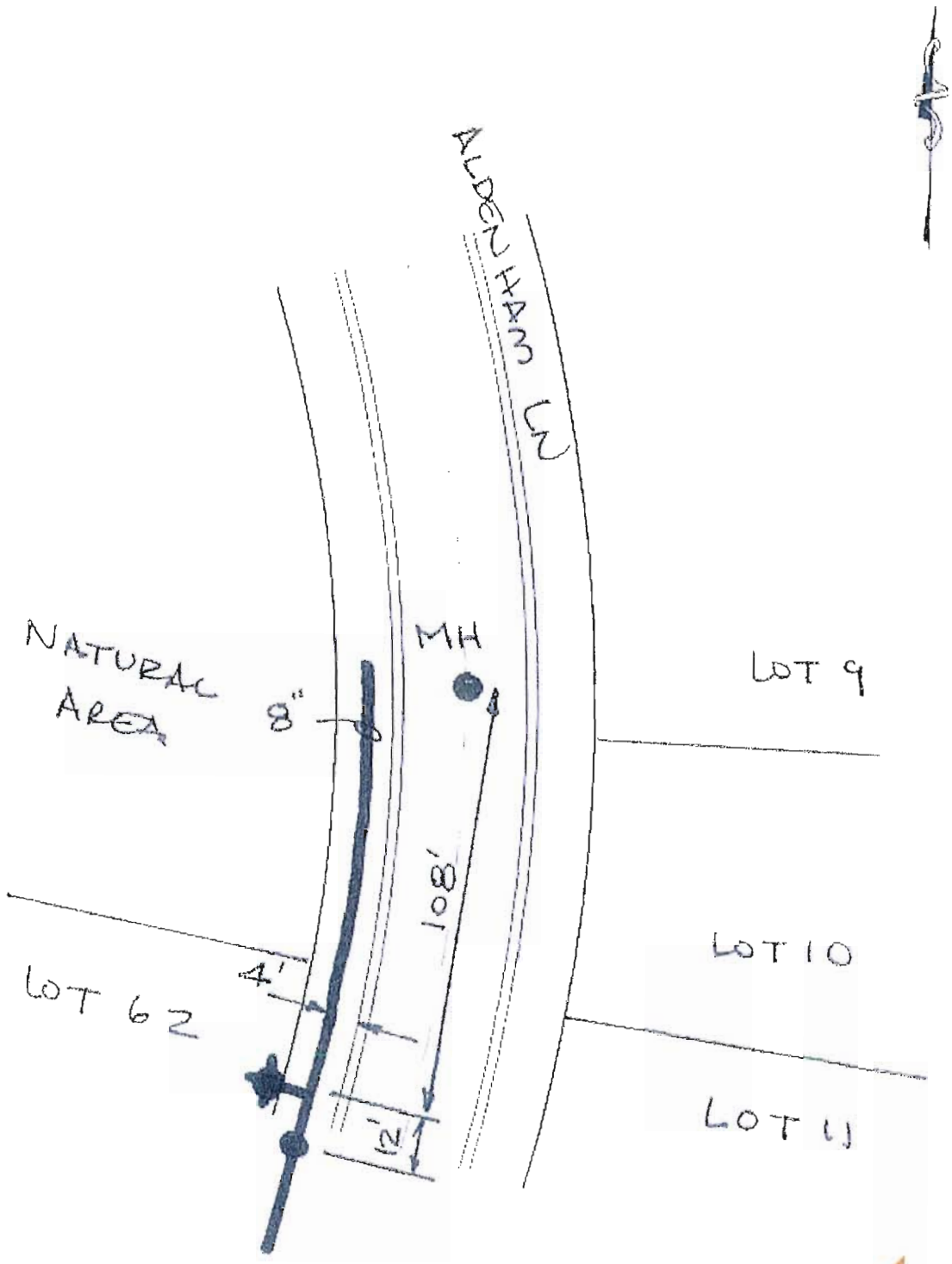



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2EV-3 SHEET 140

BACK TO KEY MAP

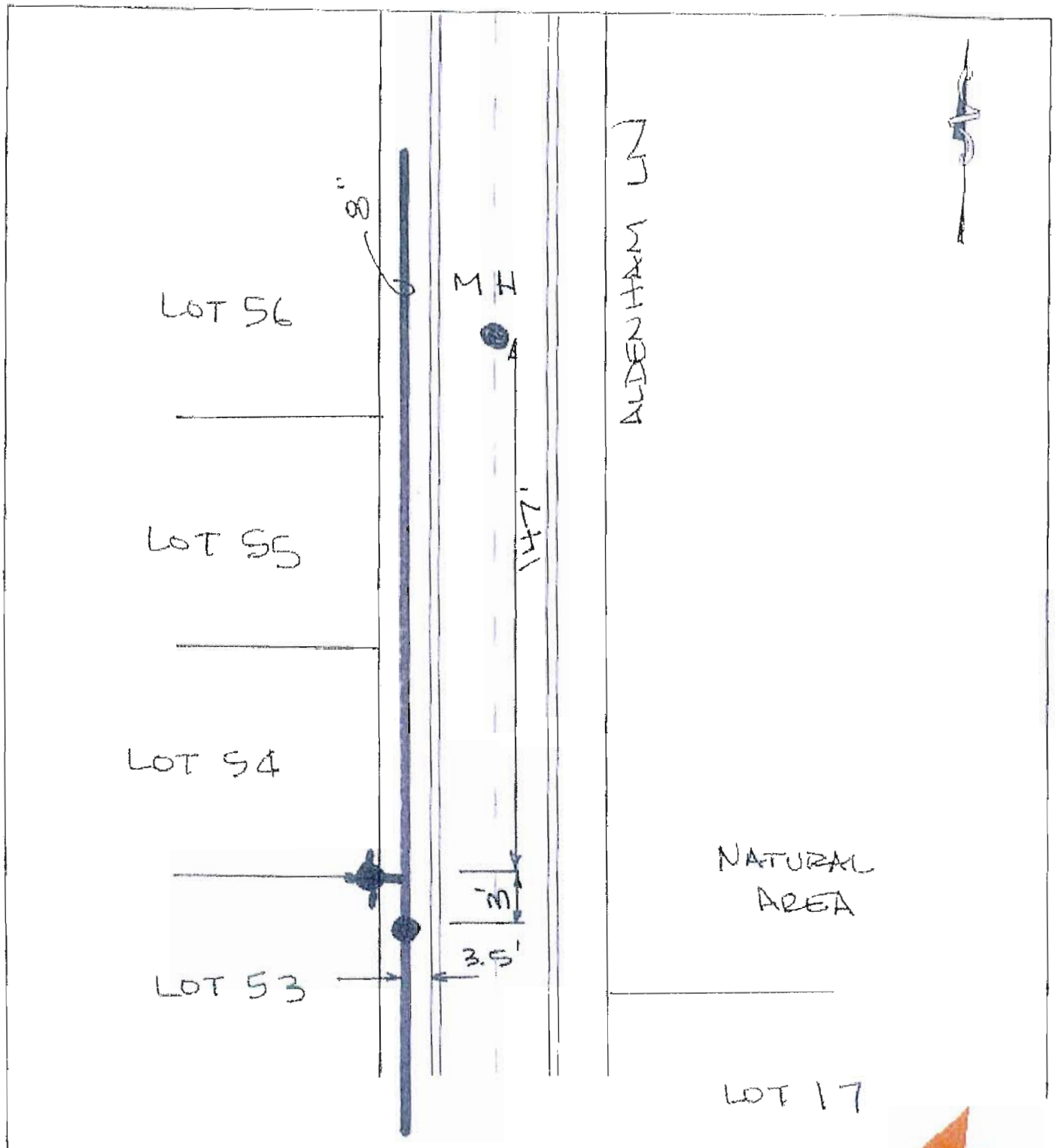



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2EV-3 SHEET 141

BACK TO KEY MAP

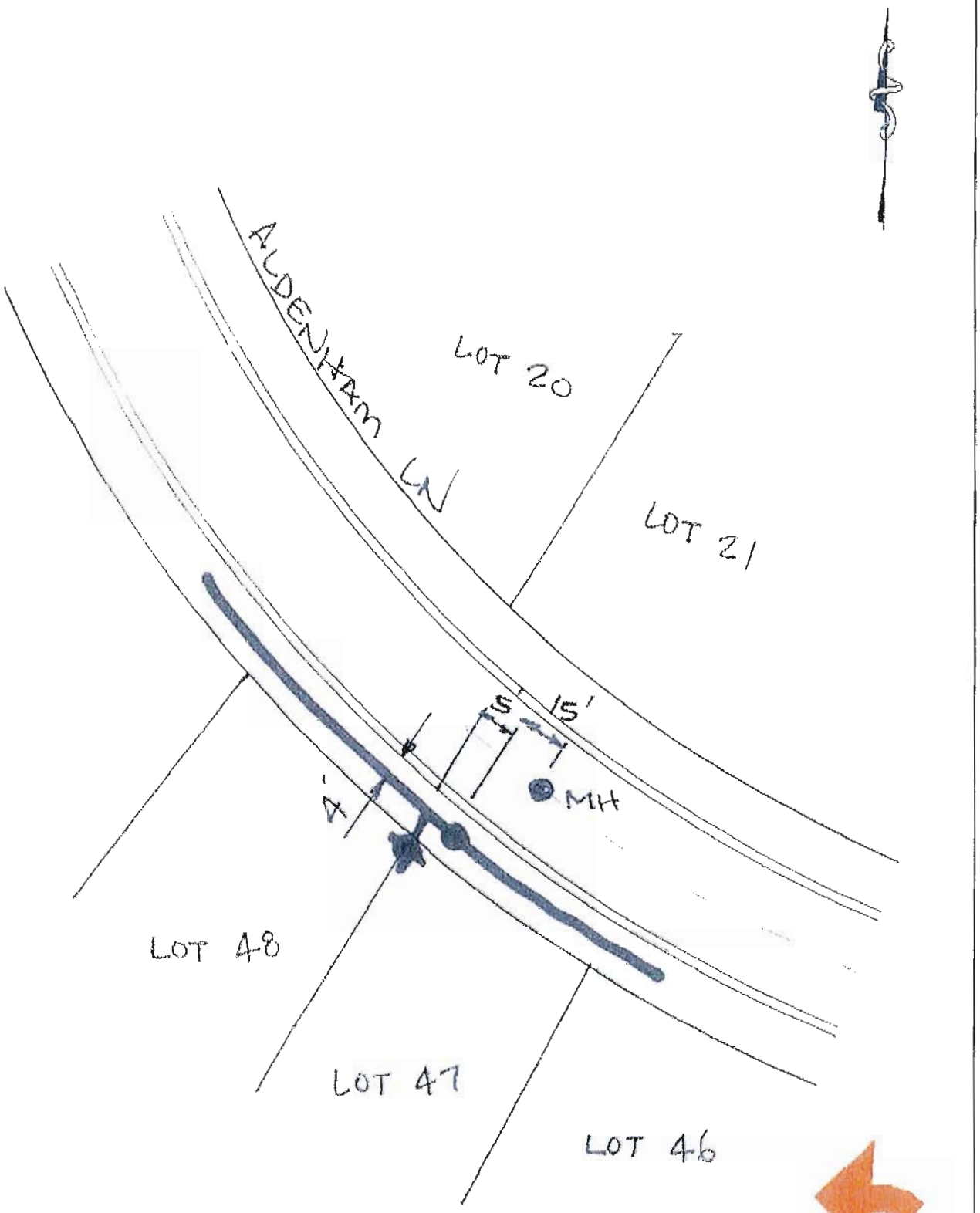



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2EV-3 SHEET 142

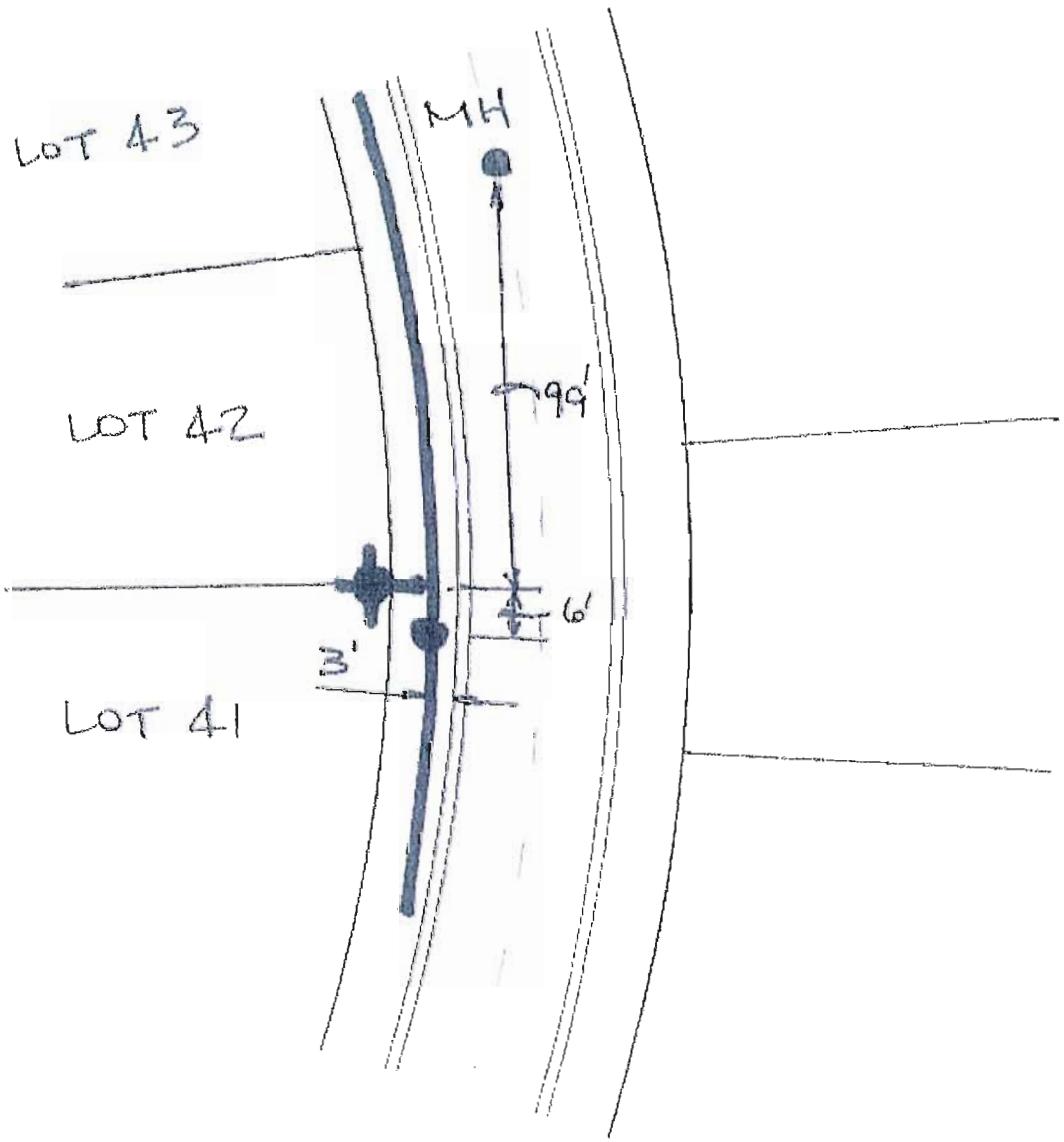



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2EV-3 SHEET 143

BACK TO KEY MAP

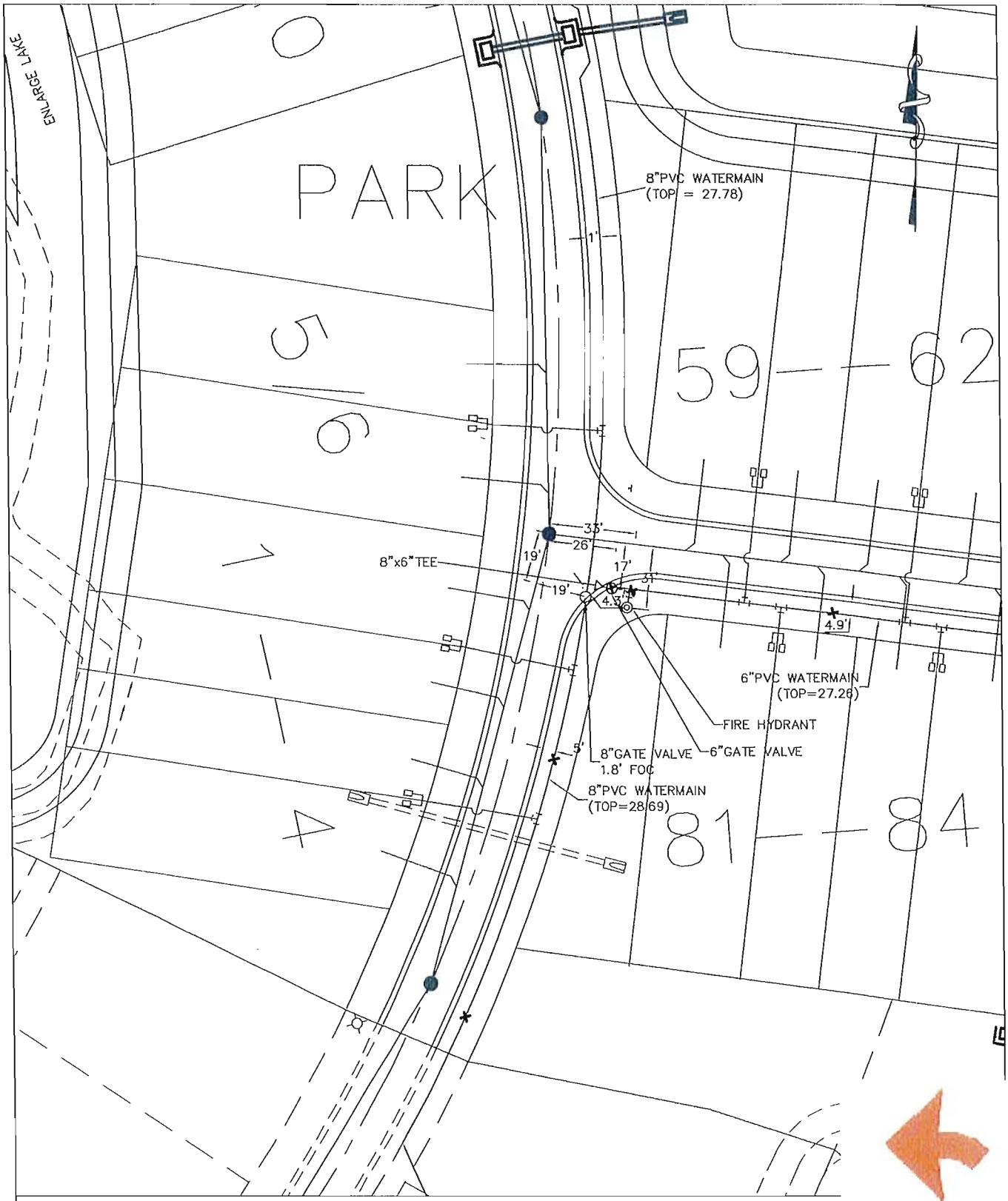



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY ZEV-3 SHEET 144

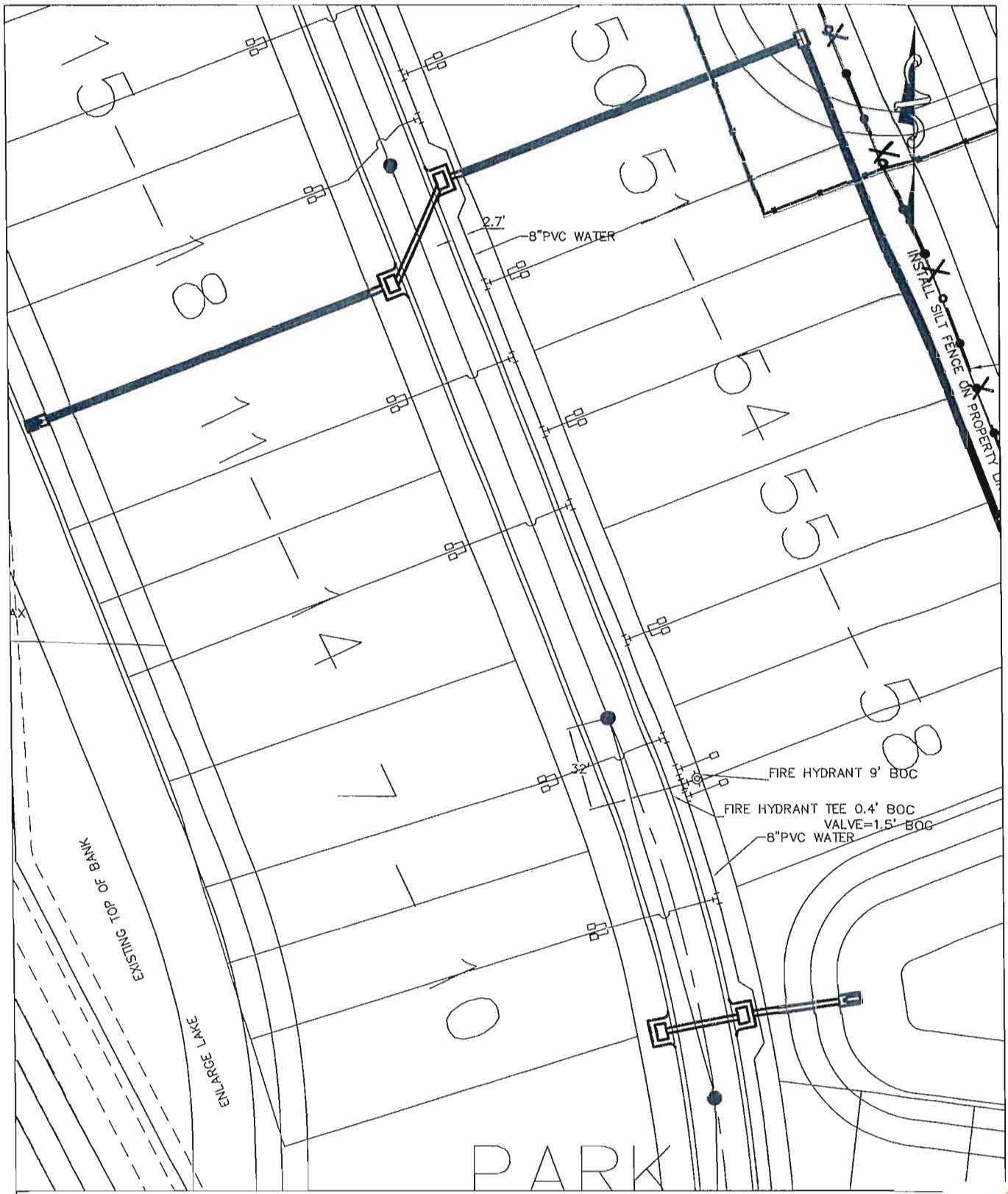



# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING: JANUARY, 2012**

**COMMUNITY** PLANTATION BAY 2EV-4 **SHEET** 146

BACK TO KEY MAP

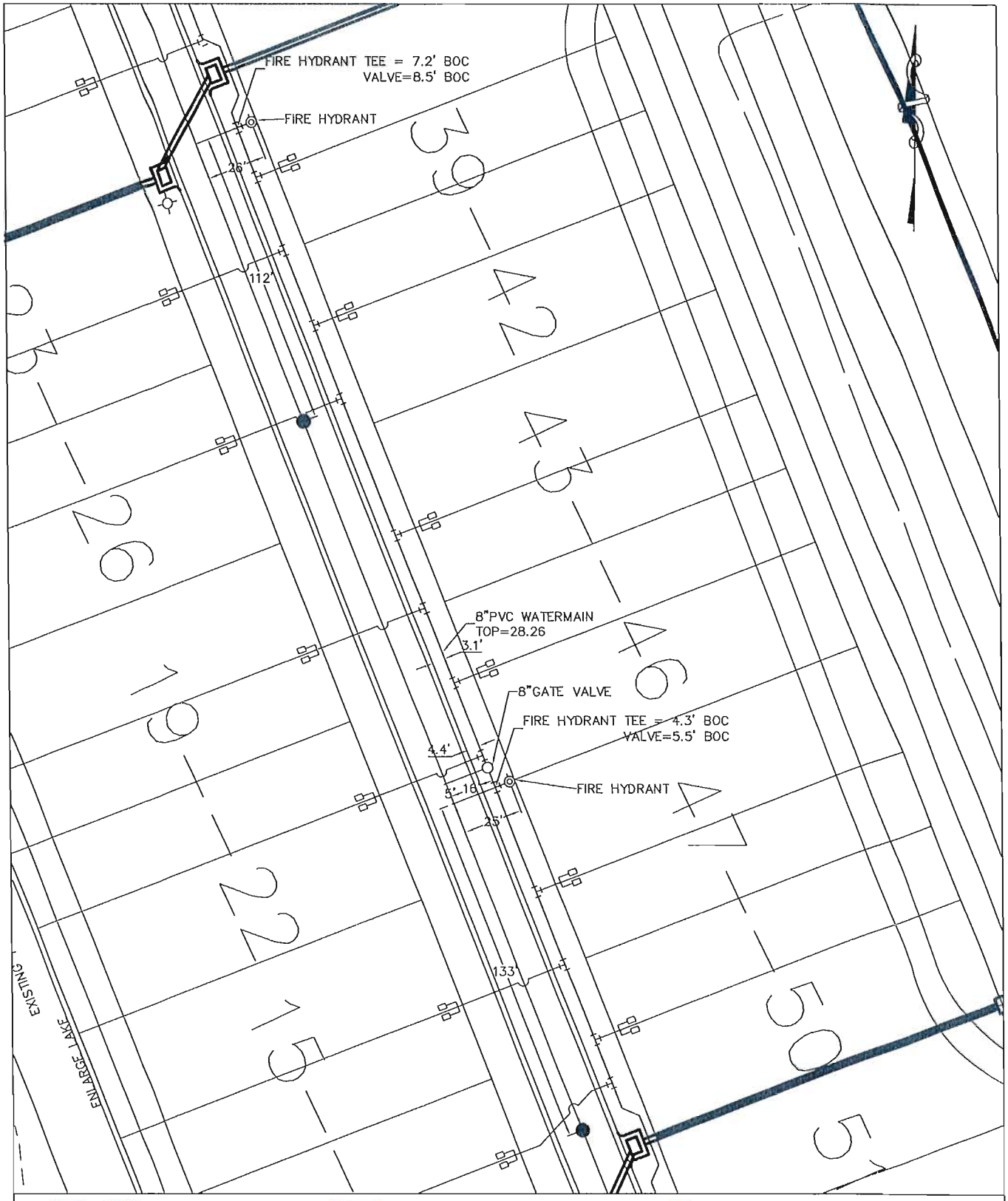



# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING: JANUARY, 2012**

**COMMUNITY** PLANTATION BAY 2EV-4 **SHEET** 147

BACK TO KEY MAP

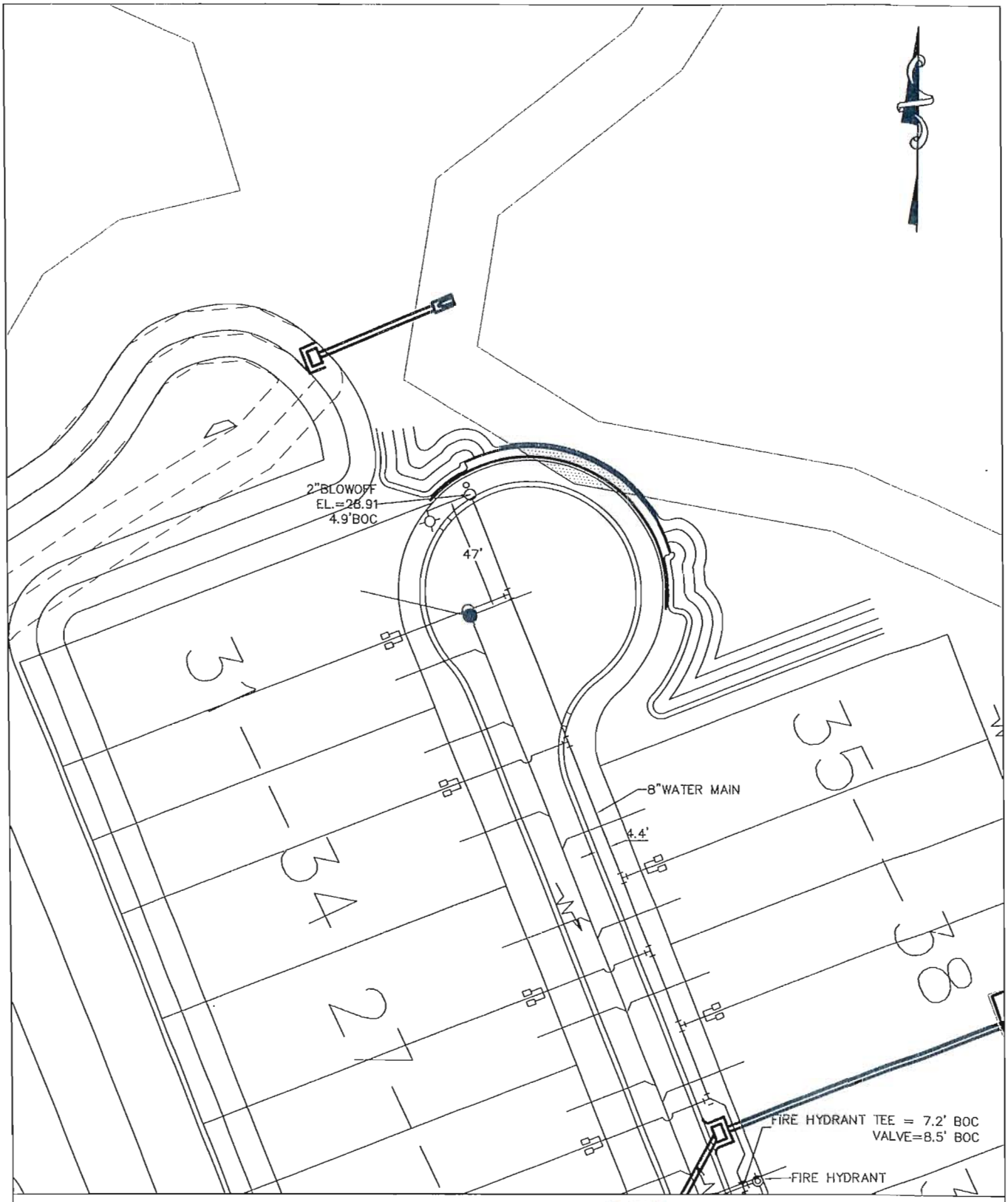



# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING: JANUARY 2012**

**COMMUNITY** PLANTATION BAY 2EV-4 **SHEET** 148

BACK TO KEY MAP

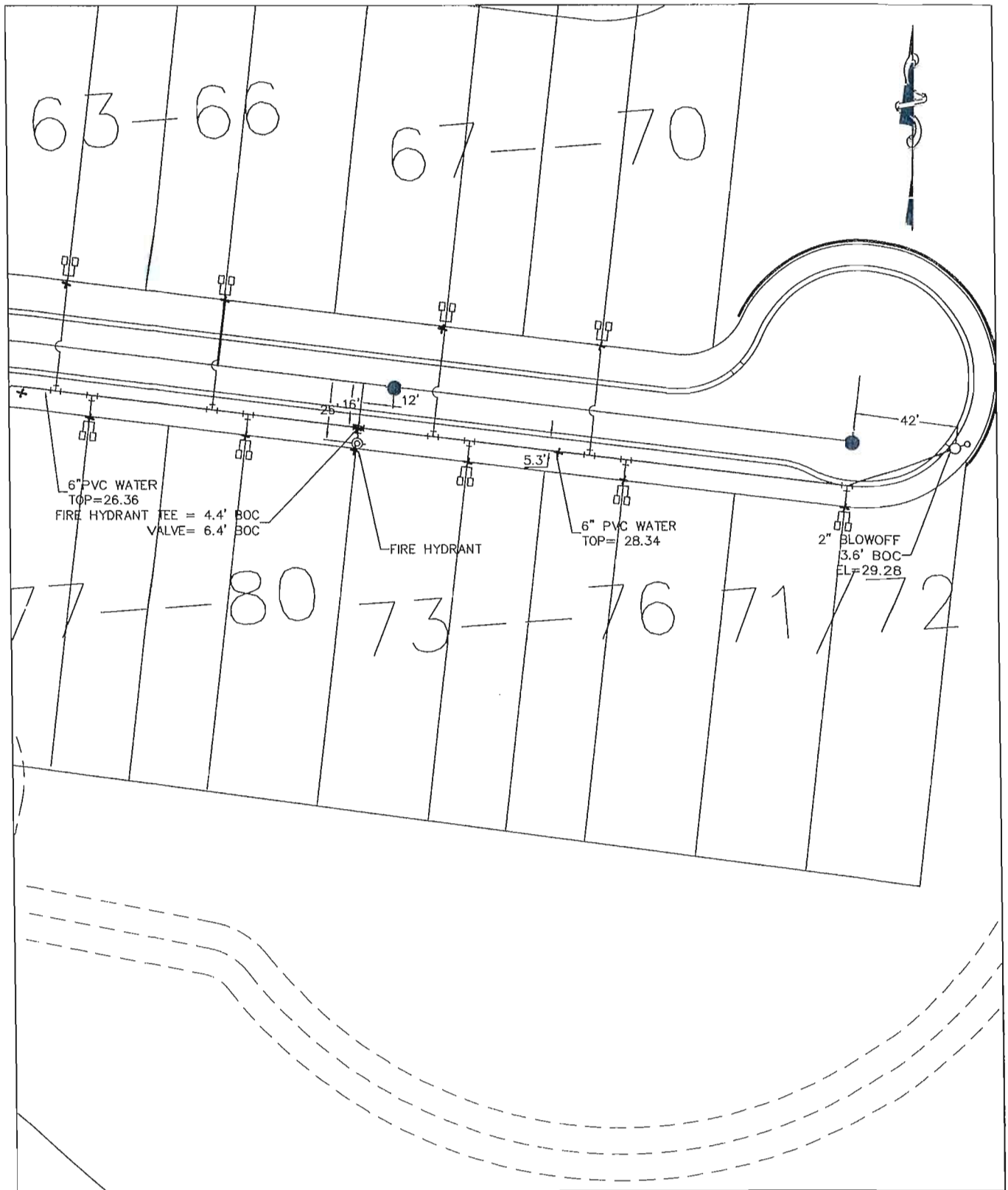



# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING: JANUARY, 2012**

**COMMUNITY** PLANTATION BAY 2EV-4 **SHEET** 149

BACK TO KEY MAP

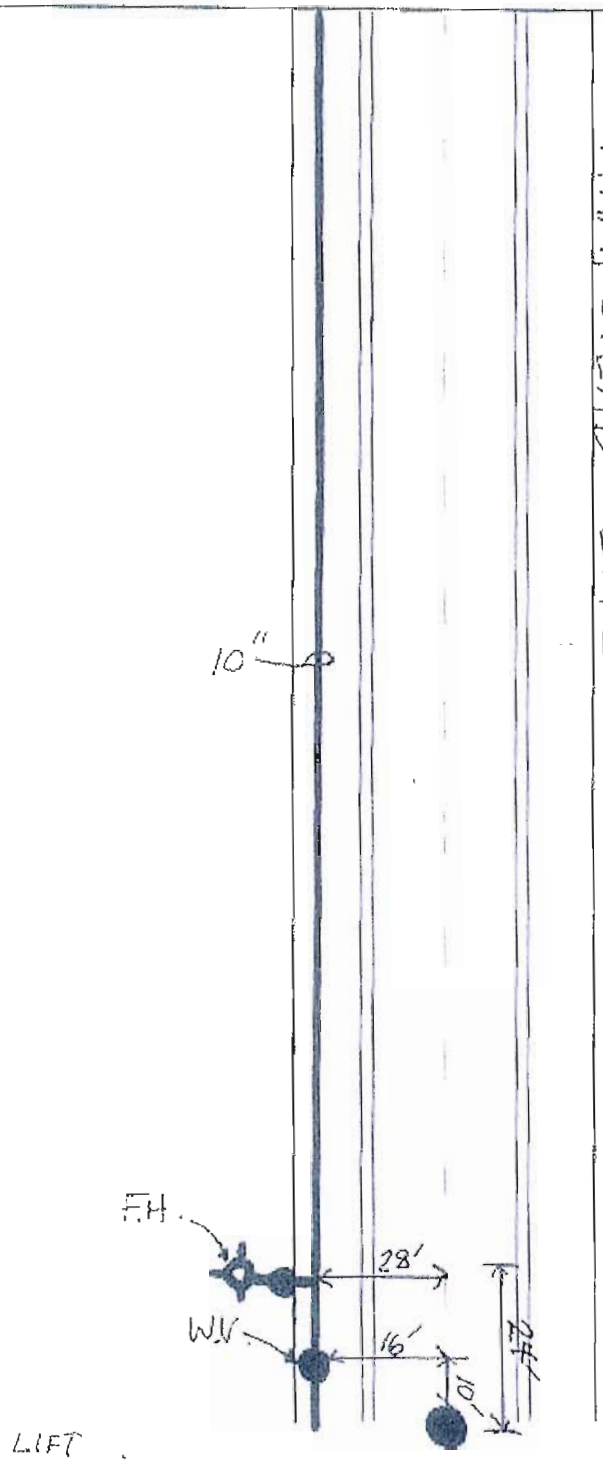



# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING: JANUARY, 2012**

**COMMUNITY** PLANTATION BAY 2EV-4 **SHEET** 150

BACK TO KEY MAP

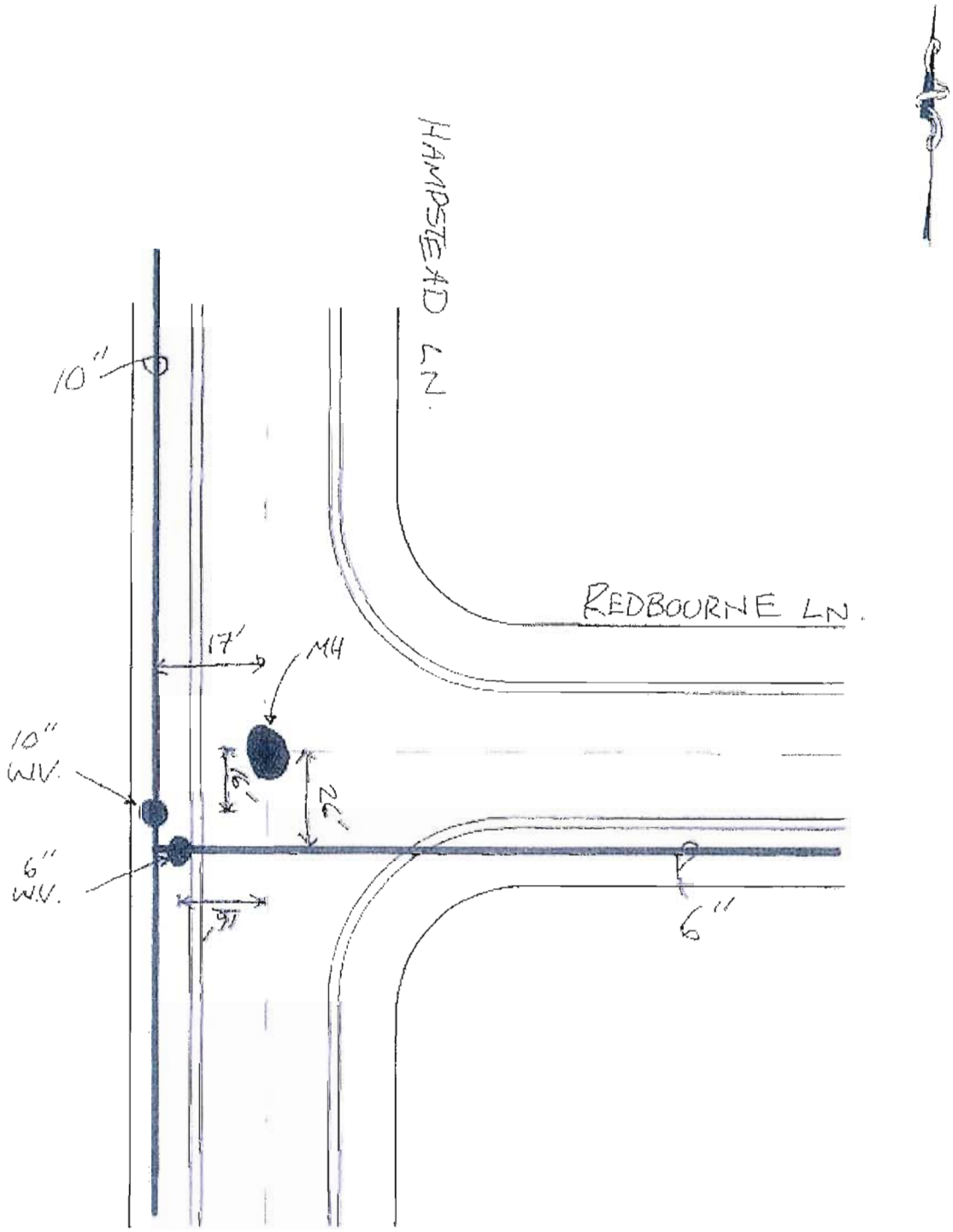



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 2 SHEET 200

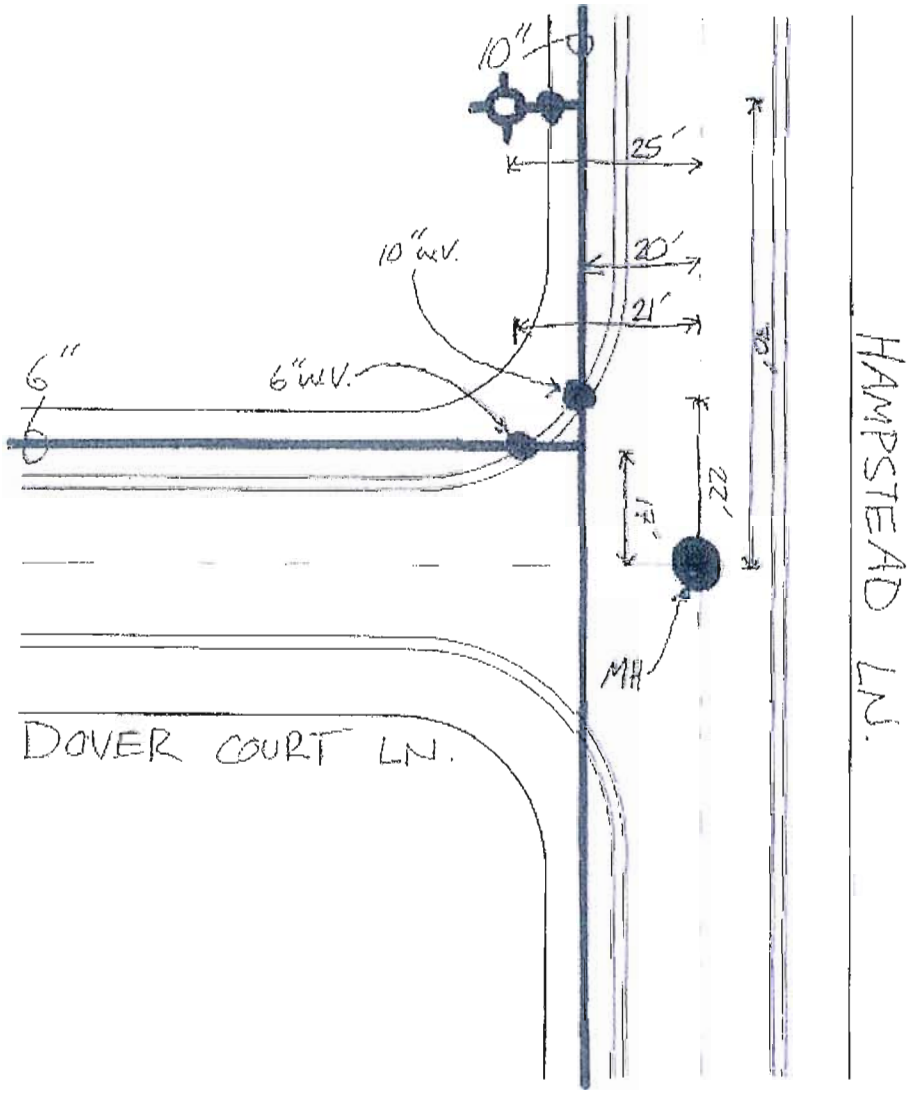



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 2 SHEET 201

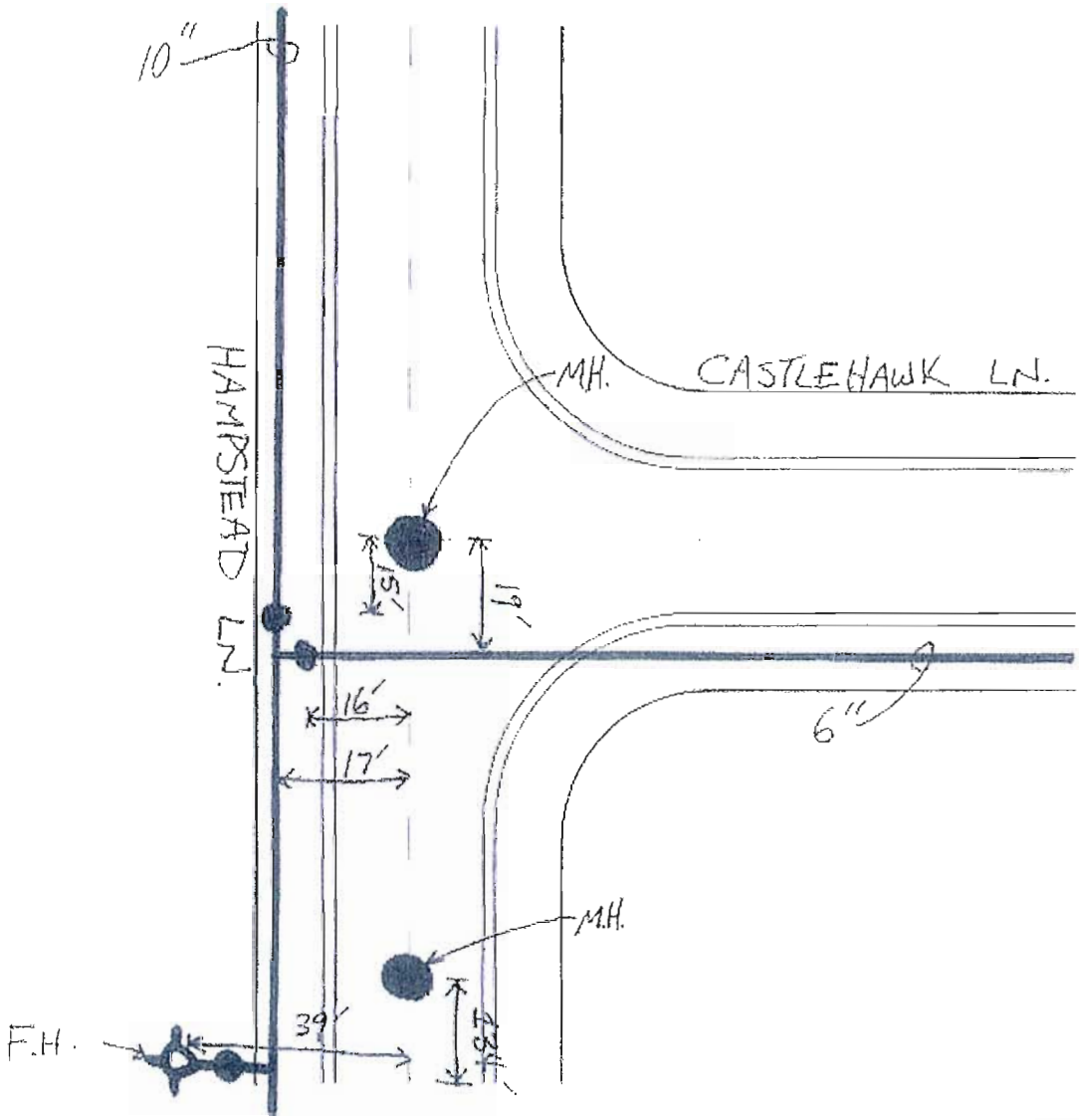



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 2 SHEET 202

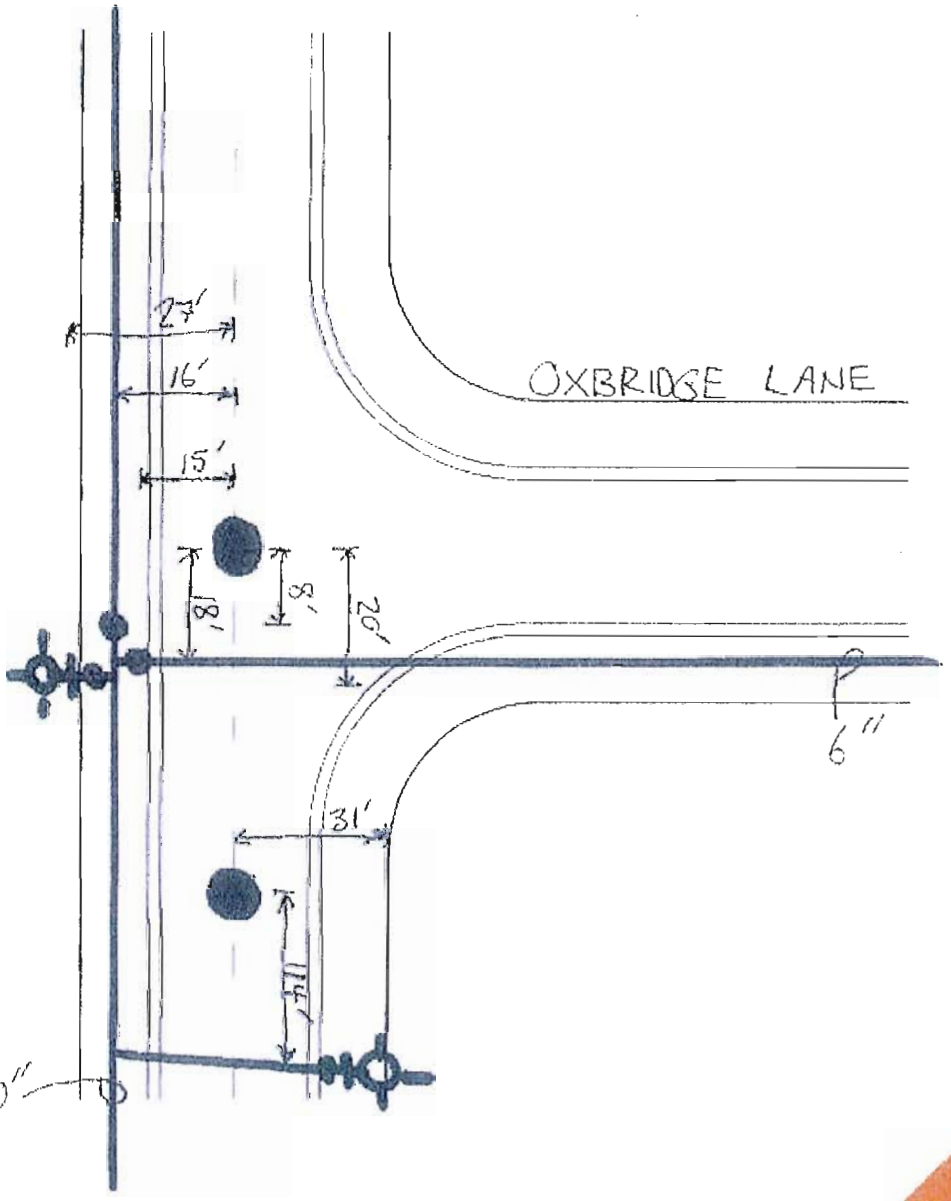



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 2 SHEET 203

BACK TO KEY MAP

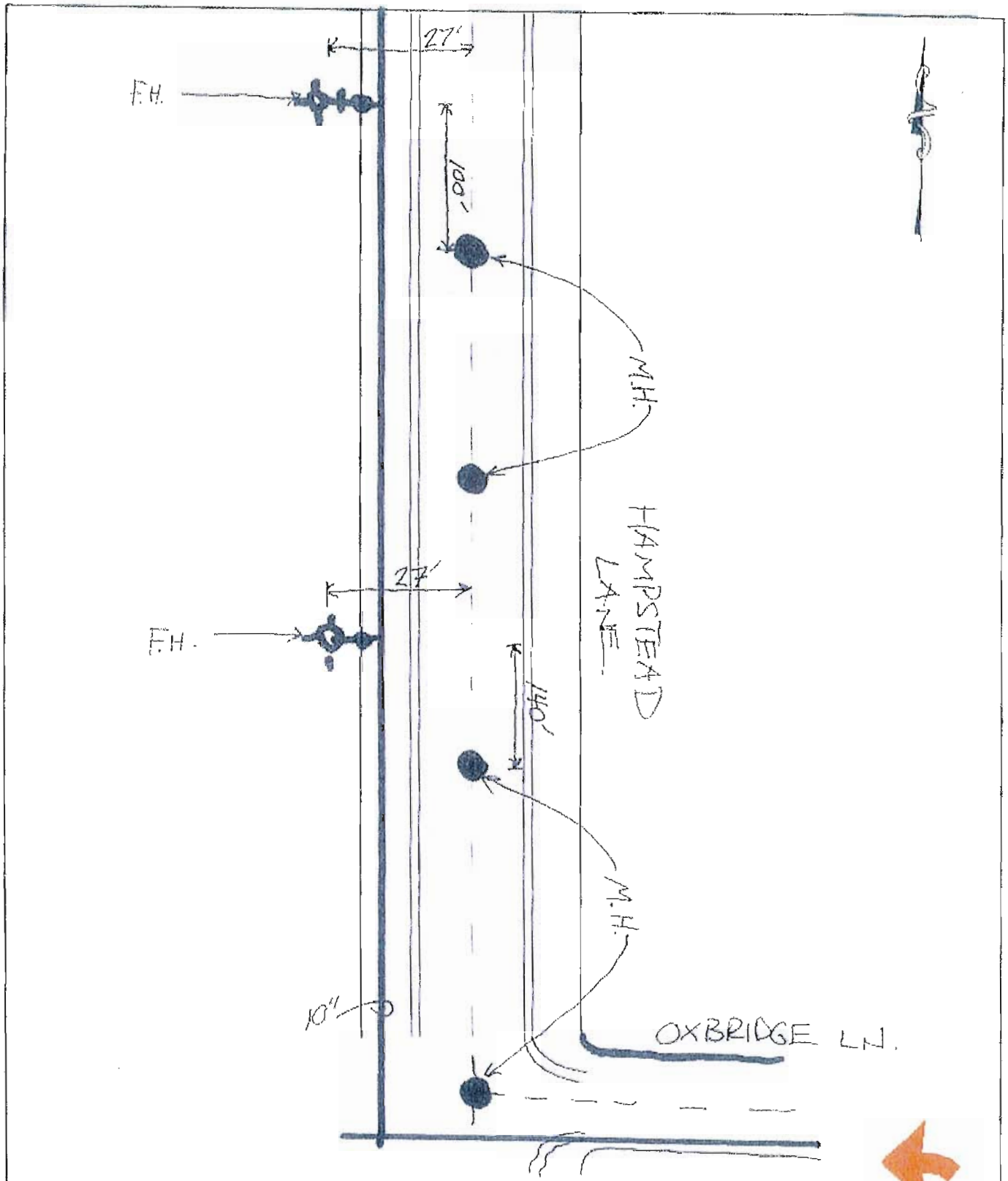



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 2 SHEET 204




PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK 2 SHEET 205

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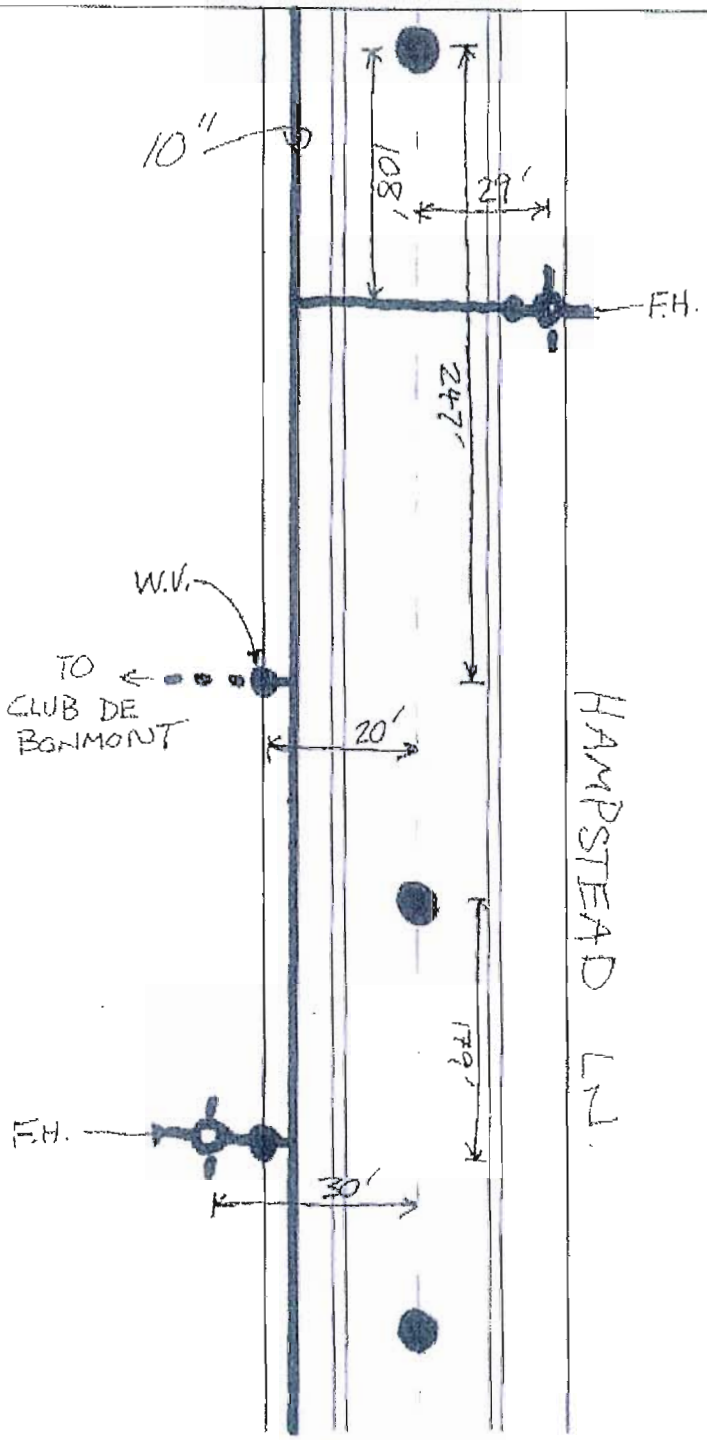
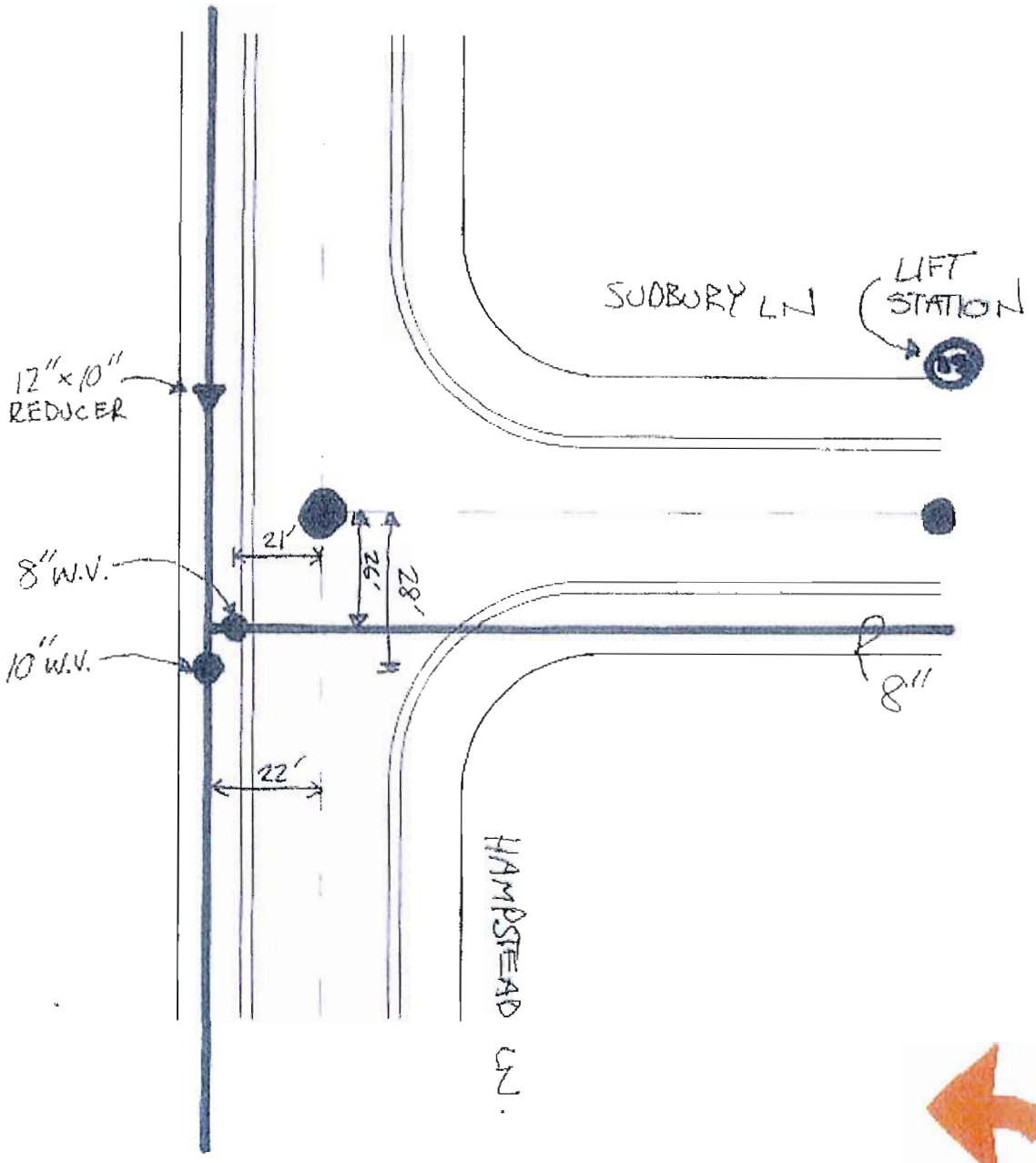


BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK I SHEET 206

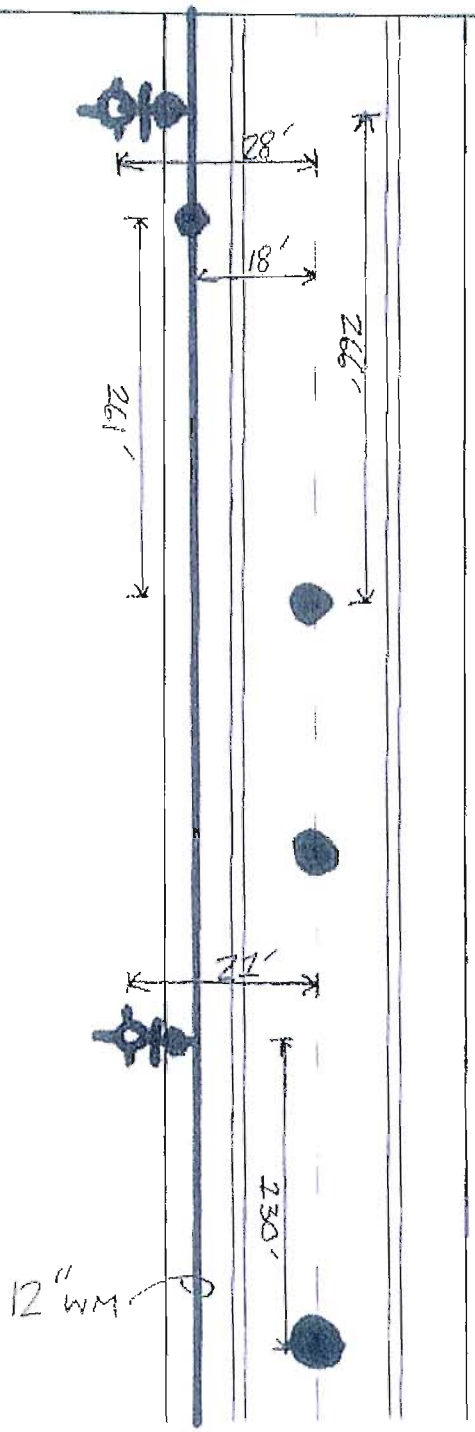



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK I SHEET 207

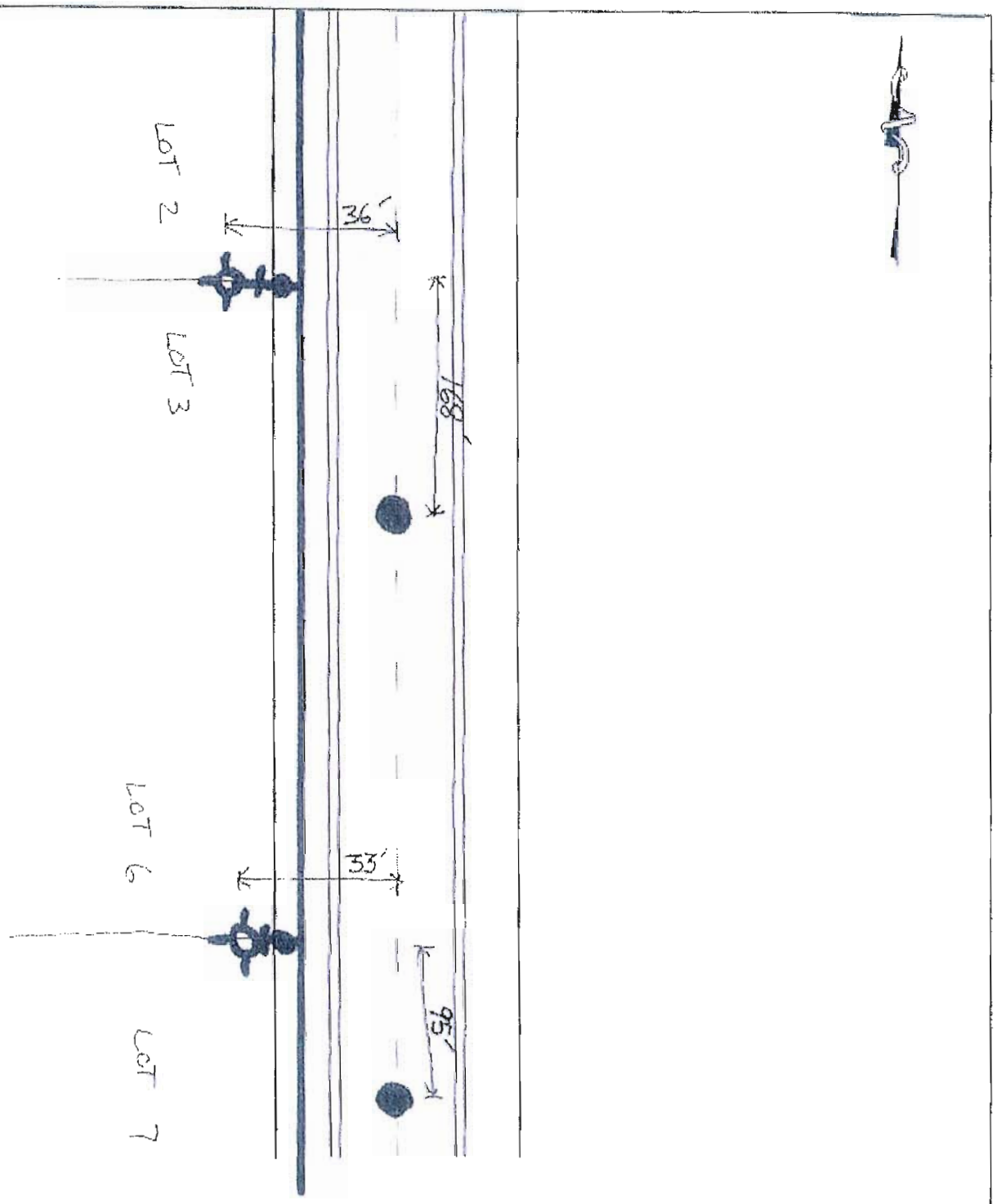


BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK I SHEET 208

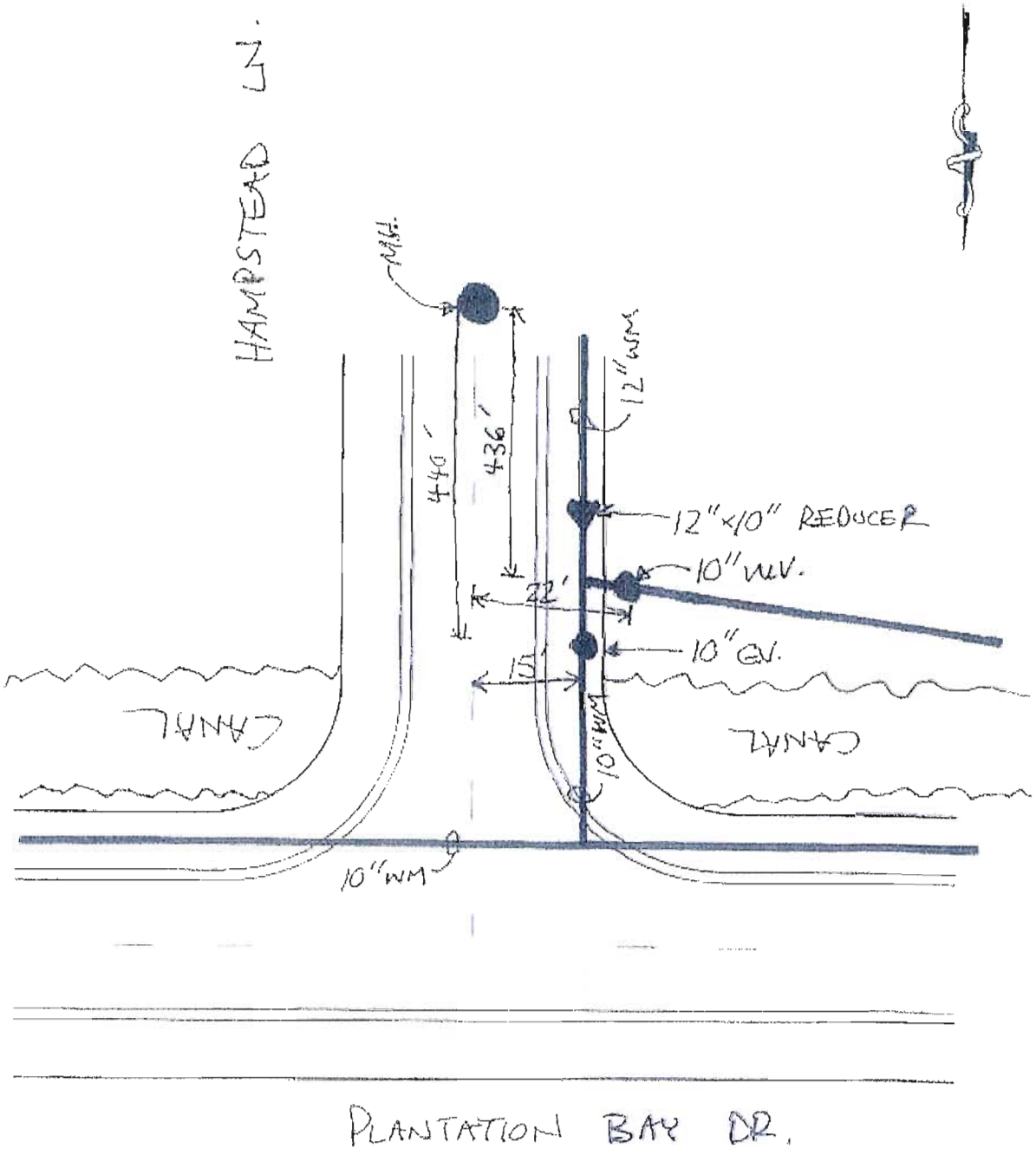



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PRESTWICK II SHEET 209

BACK TO KEY MAP




BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

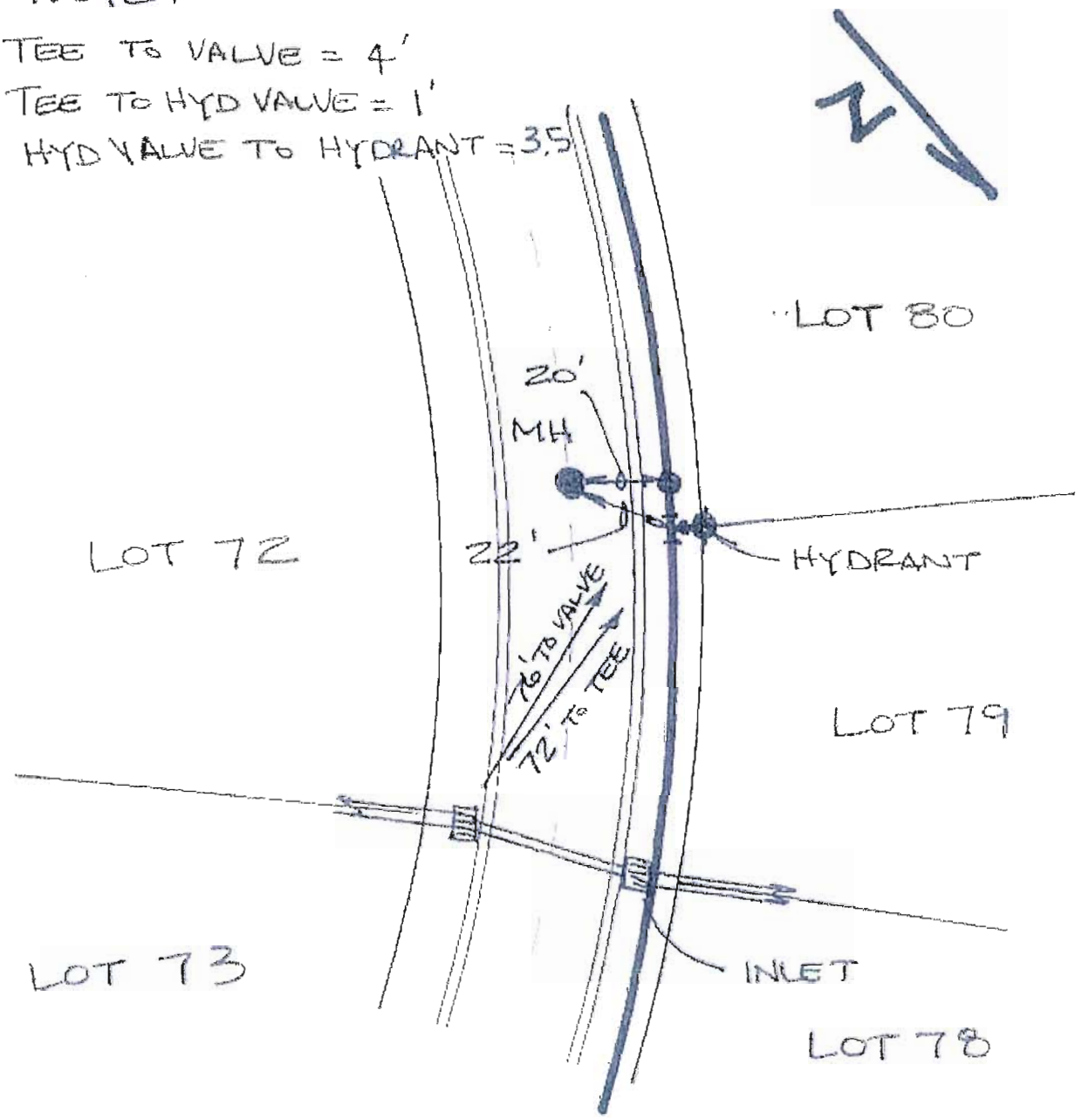
COMMUNITY PRESTWICK I SHEET 210

NOTE:

TEE TO VALVE = 4'

TEE TO HYD VALVE = 1'

HYD VALVE TO HYDRANT = 3.5

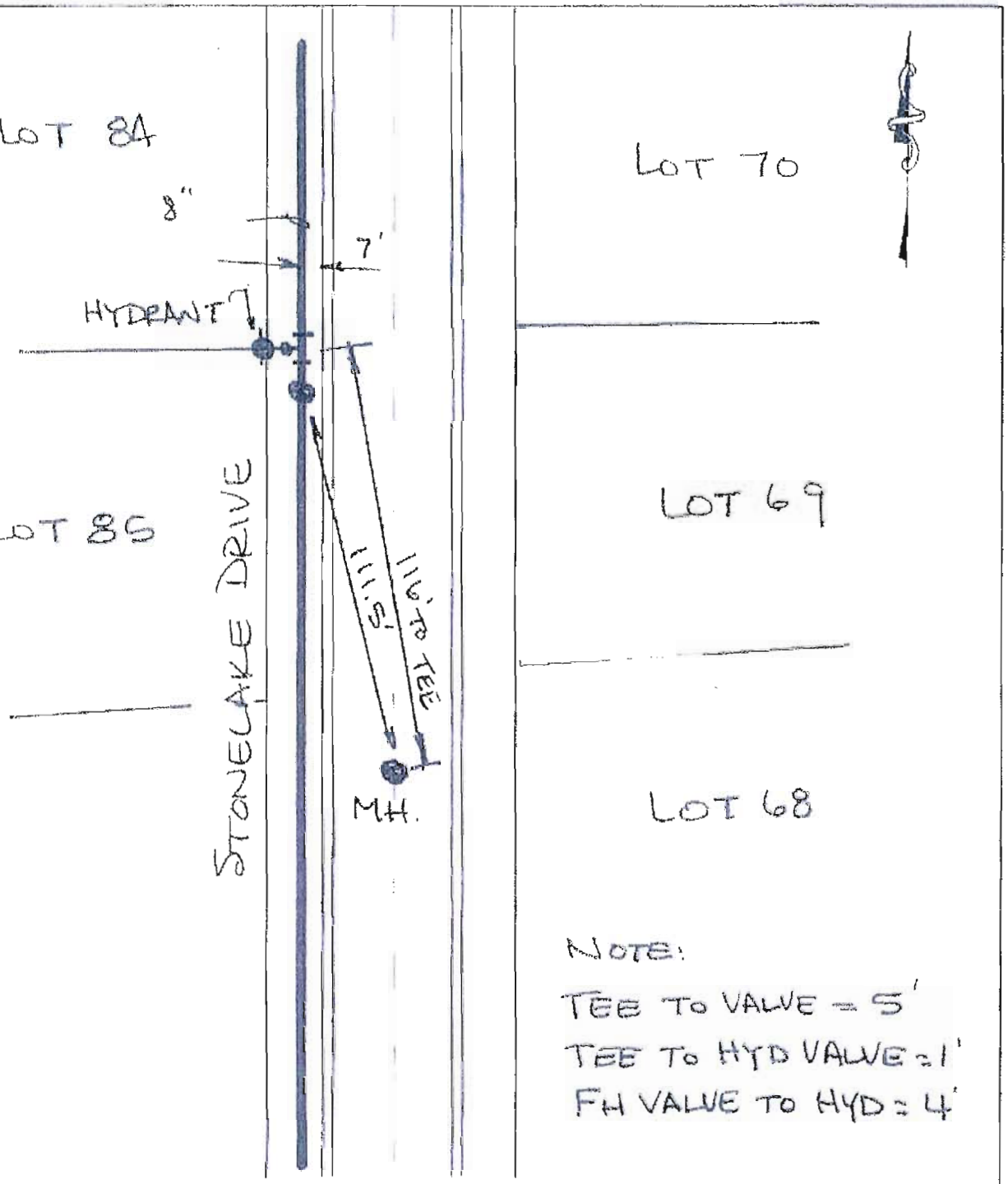



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY ZAF-1 SHEET 301

BACK TO KEY MAP




NOTE:

TEE TO VALVE = 5'

TEE TO HYD VALVE = 1'

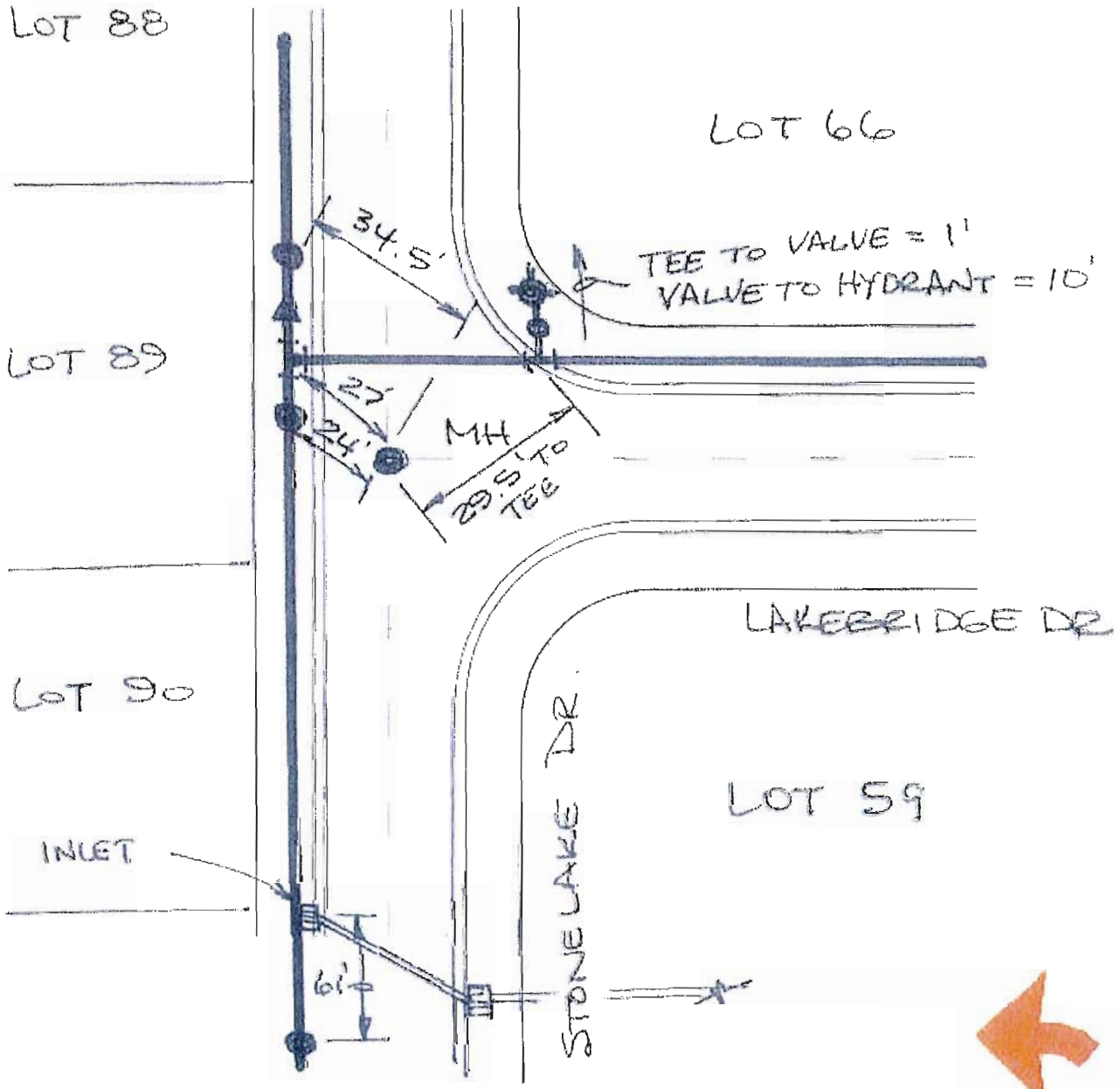
FH VALVE TO HYD = 4'

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-1 SHEET 302

BACK TO KEY MAP

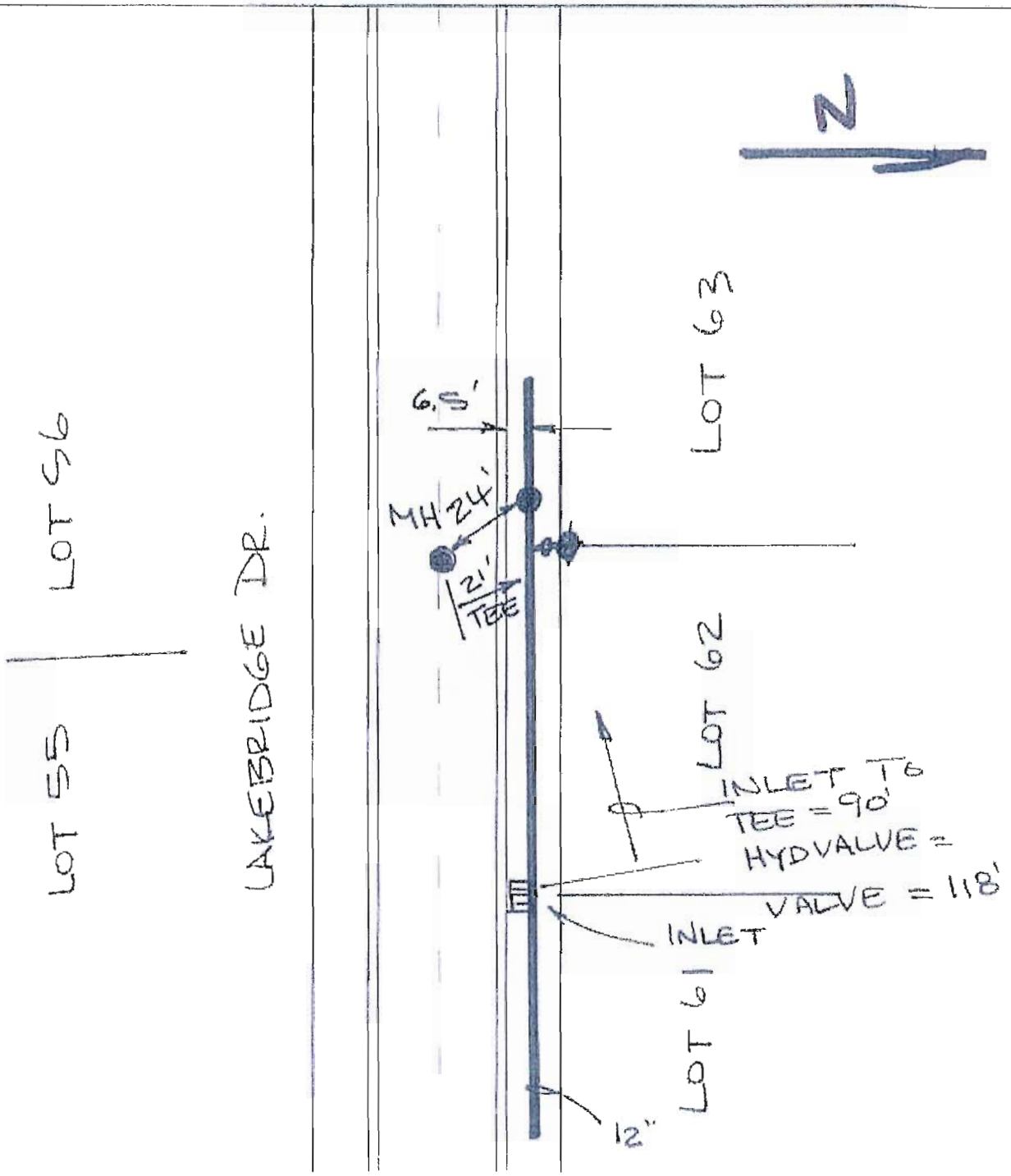



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-1 SHEET 303

BACK TO KEY MAP

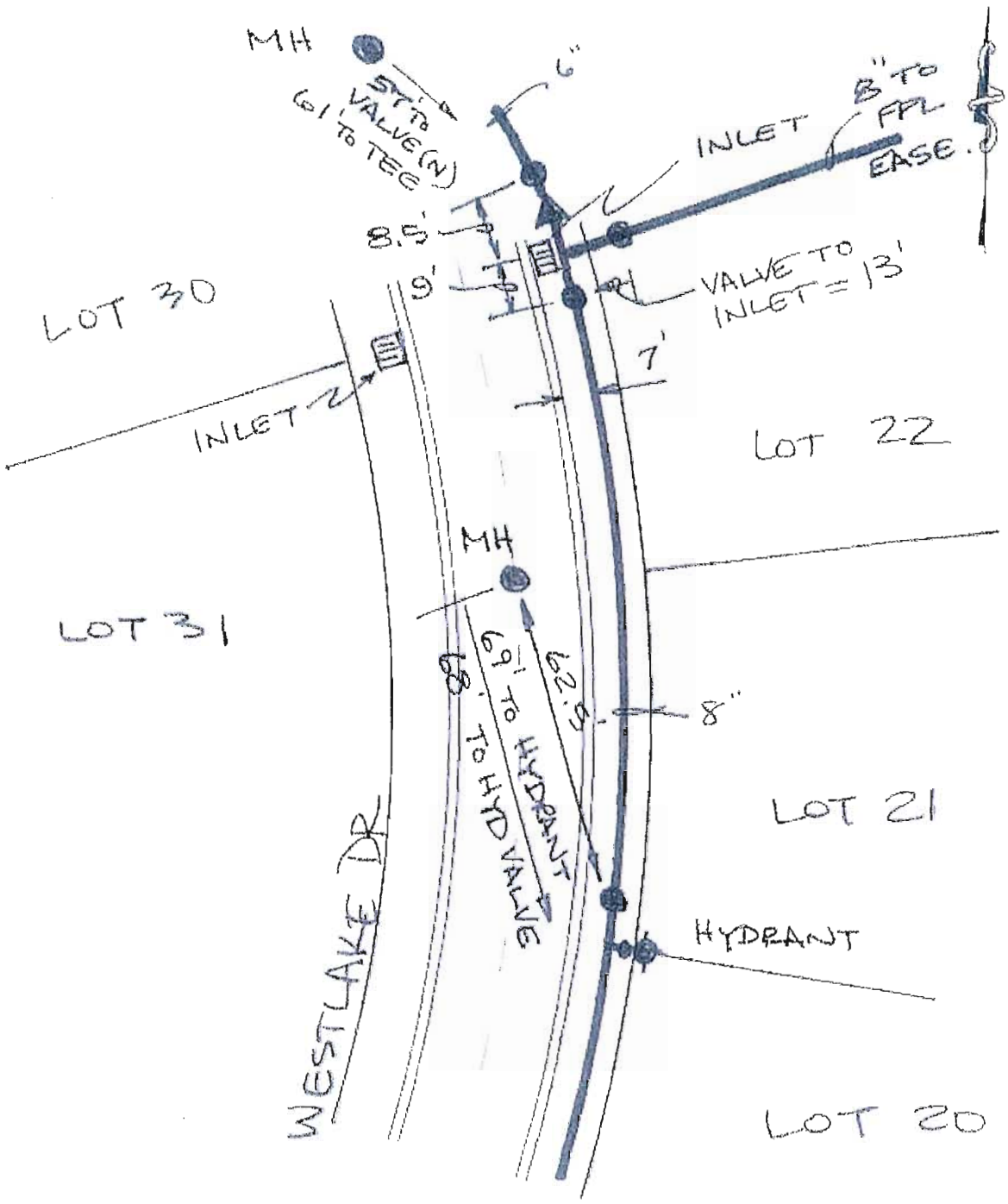



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-1 SHEET 304

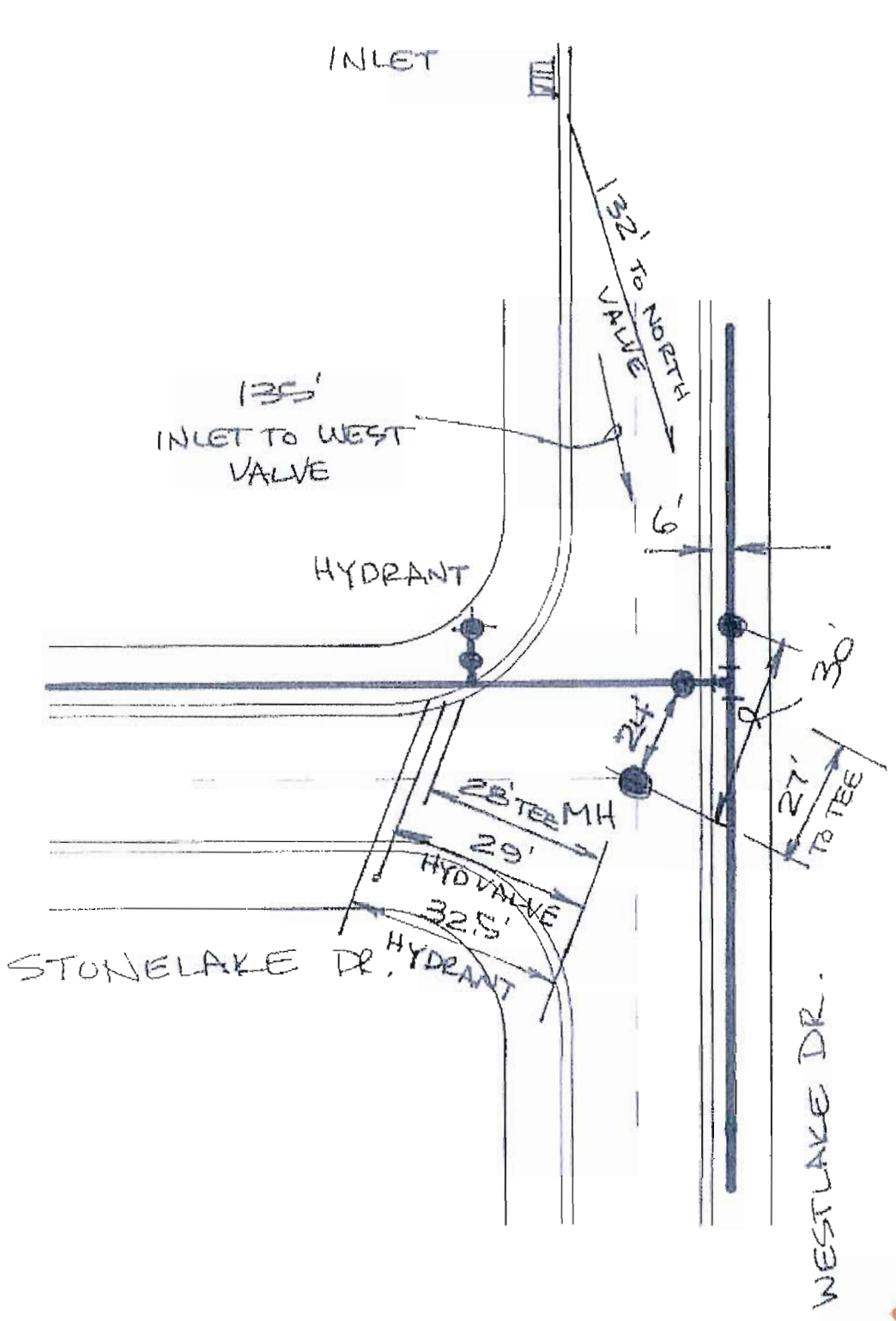



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY ZAF-1 SHEET 305

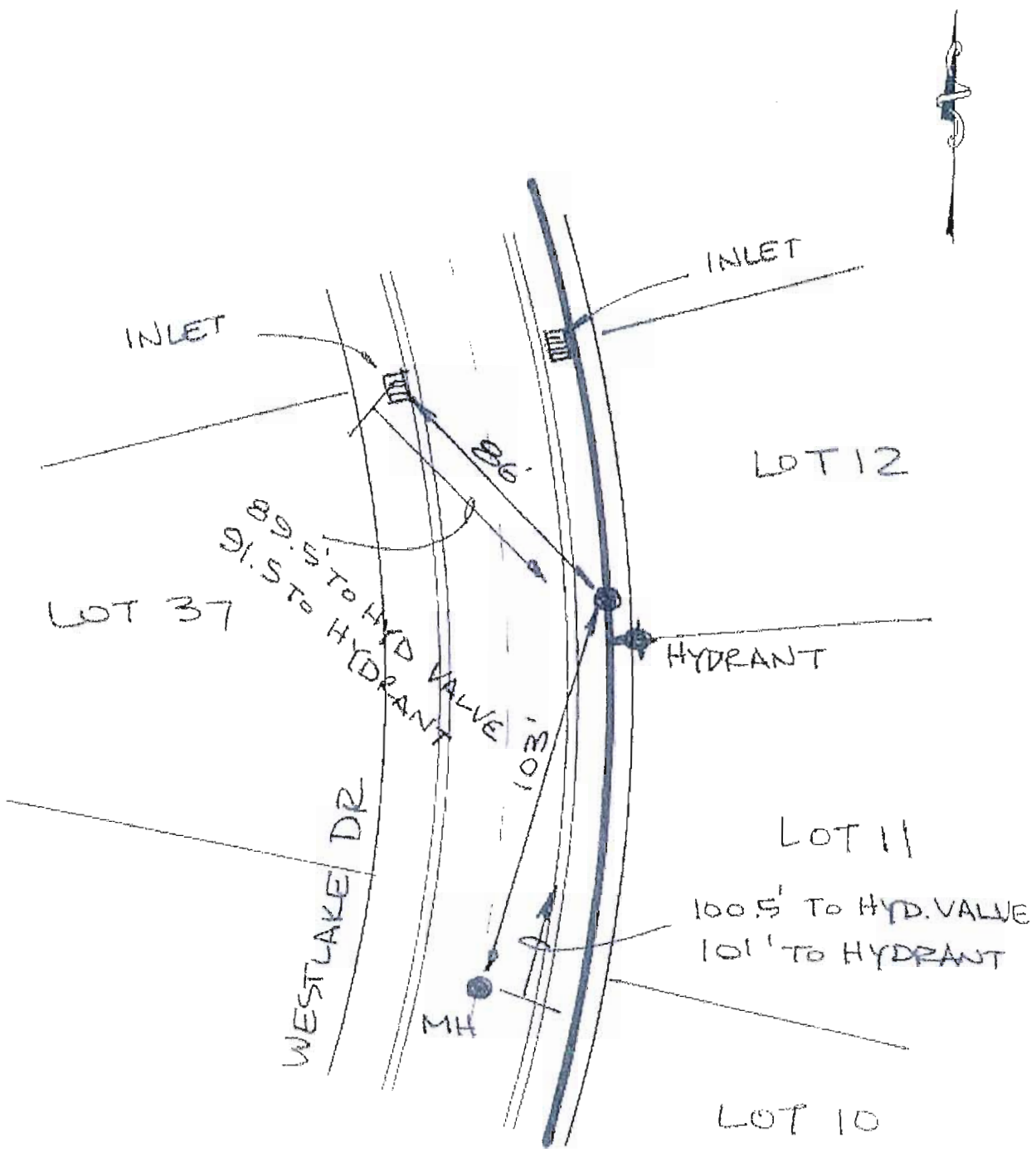



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-1 SHEET 306

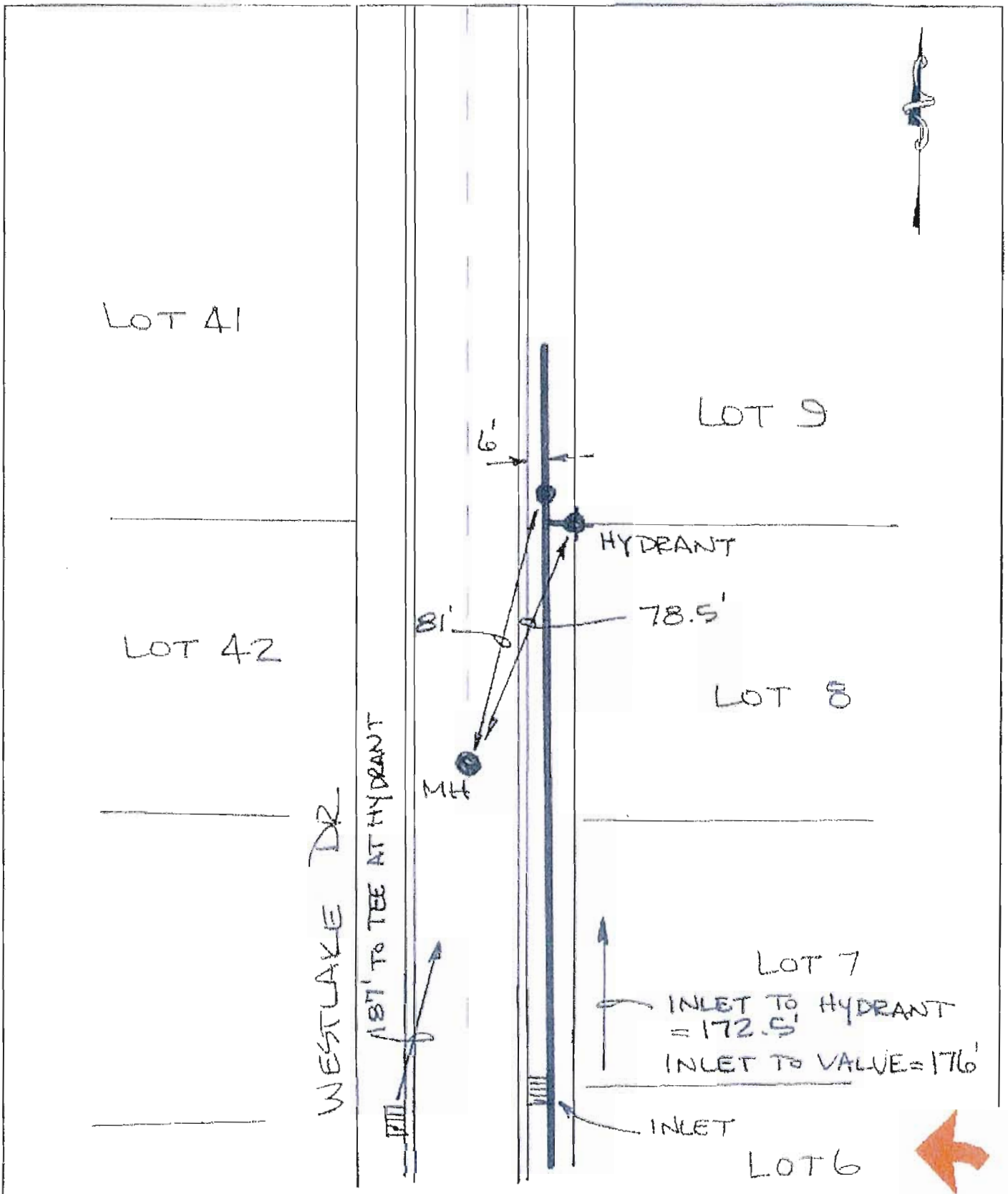



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-1 SHEET 307

BACK TO KEY MAP

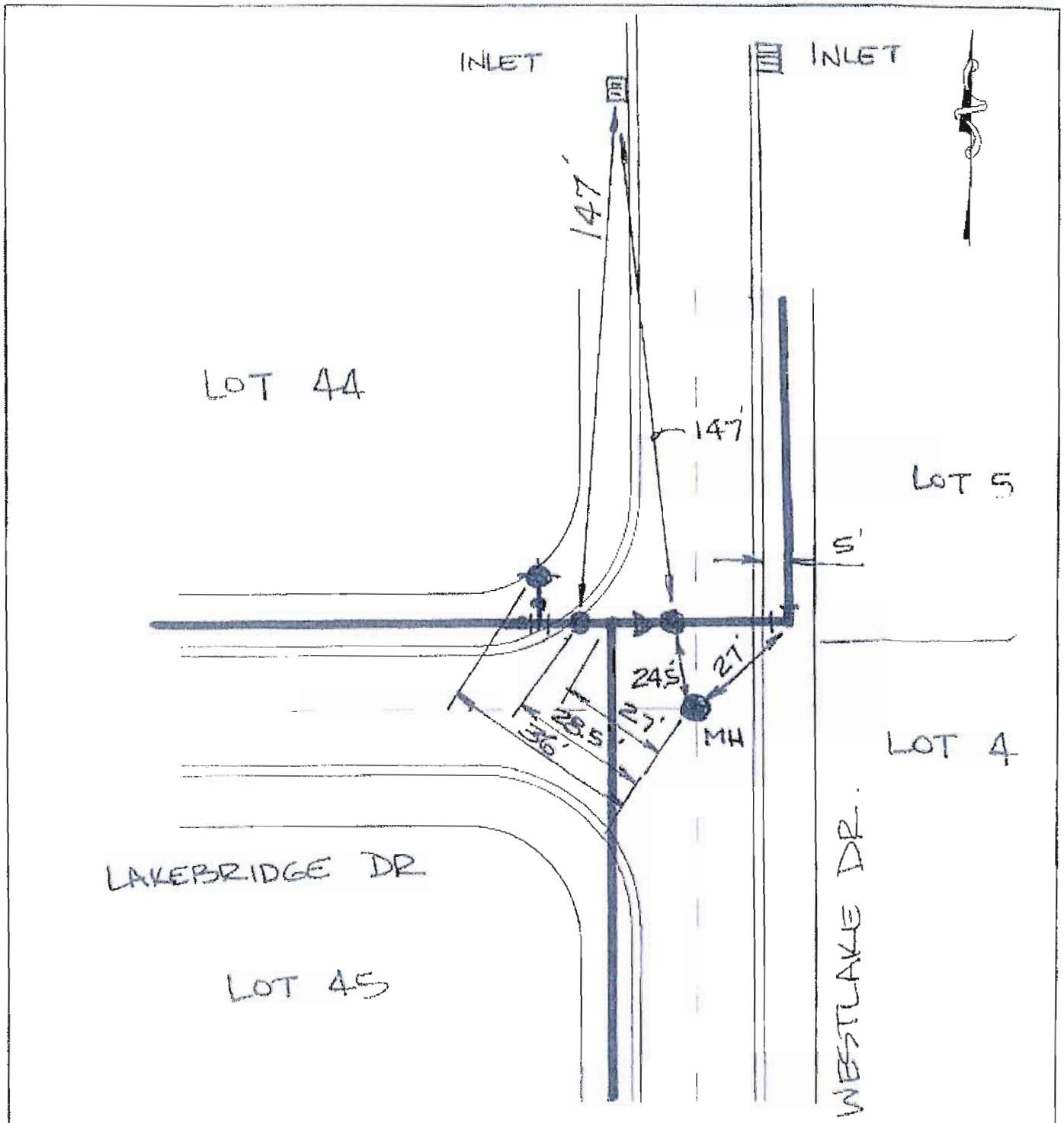



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-1 SHEET 308

BACK TO KEY MAP

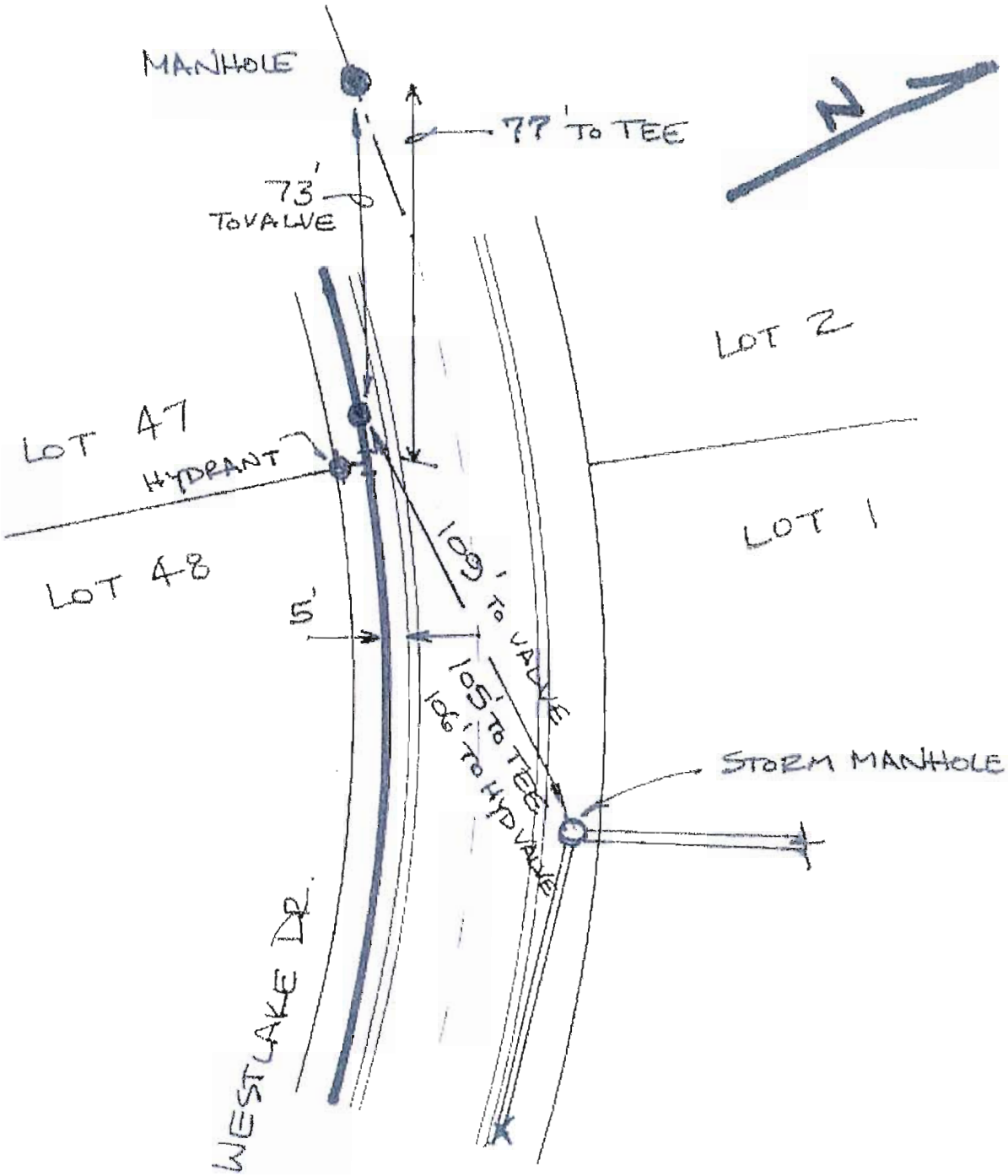



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-1 SHEET 309

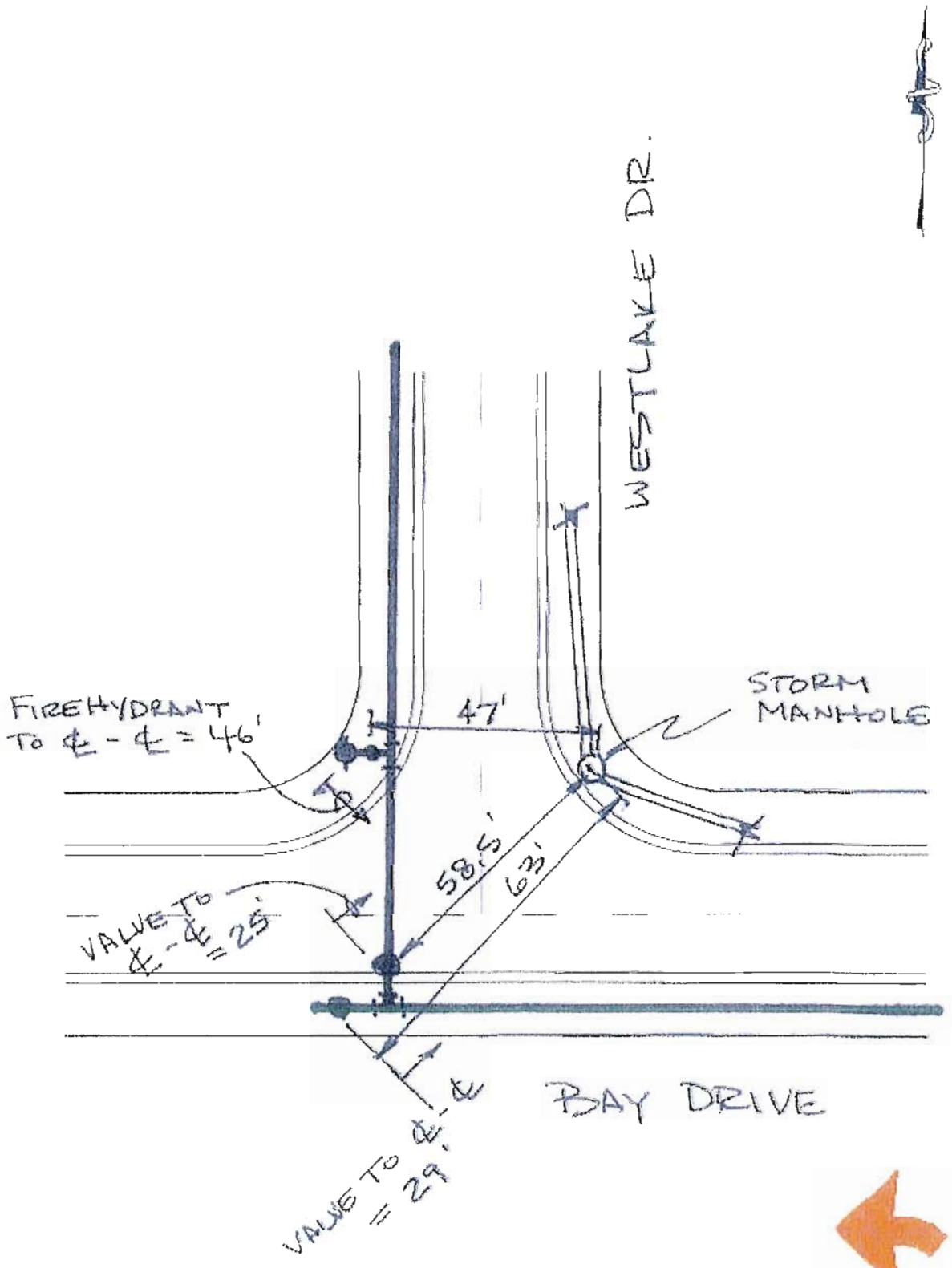



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY ZAF-1 SHEET 310

BACK TO KEY MAP

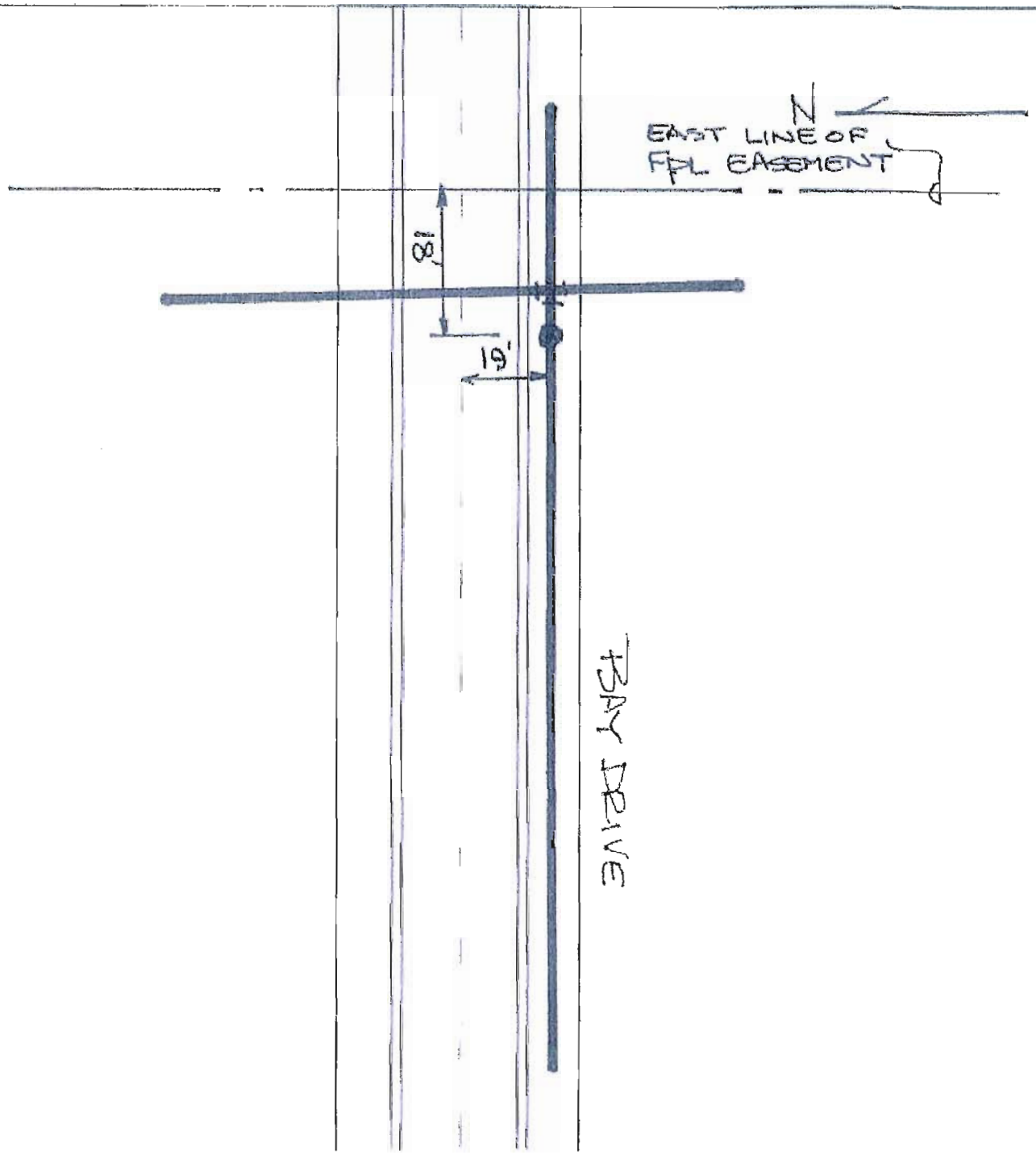



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-1 SHEET 311

BACK TO KEY MAP



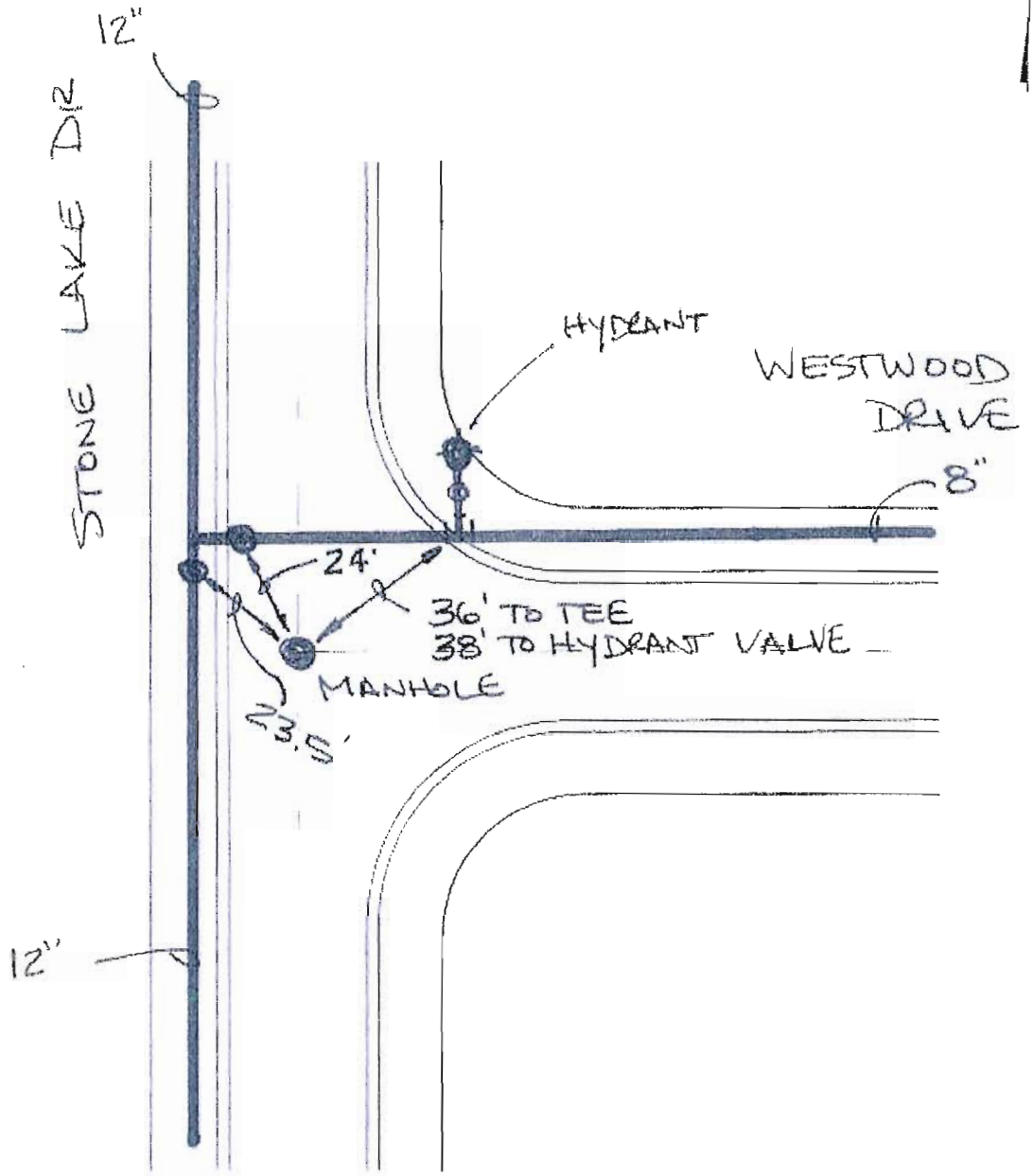

NOTE: VALVE IS 29' TO POWER POLE

BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-1 SHEET 312



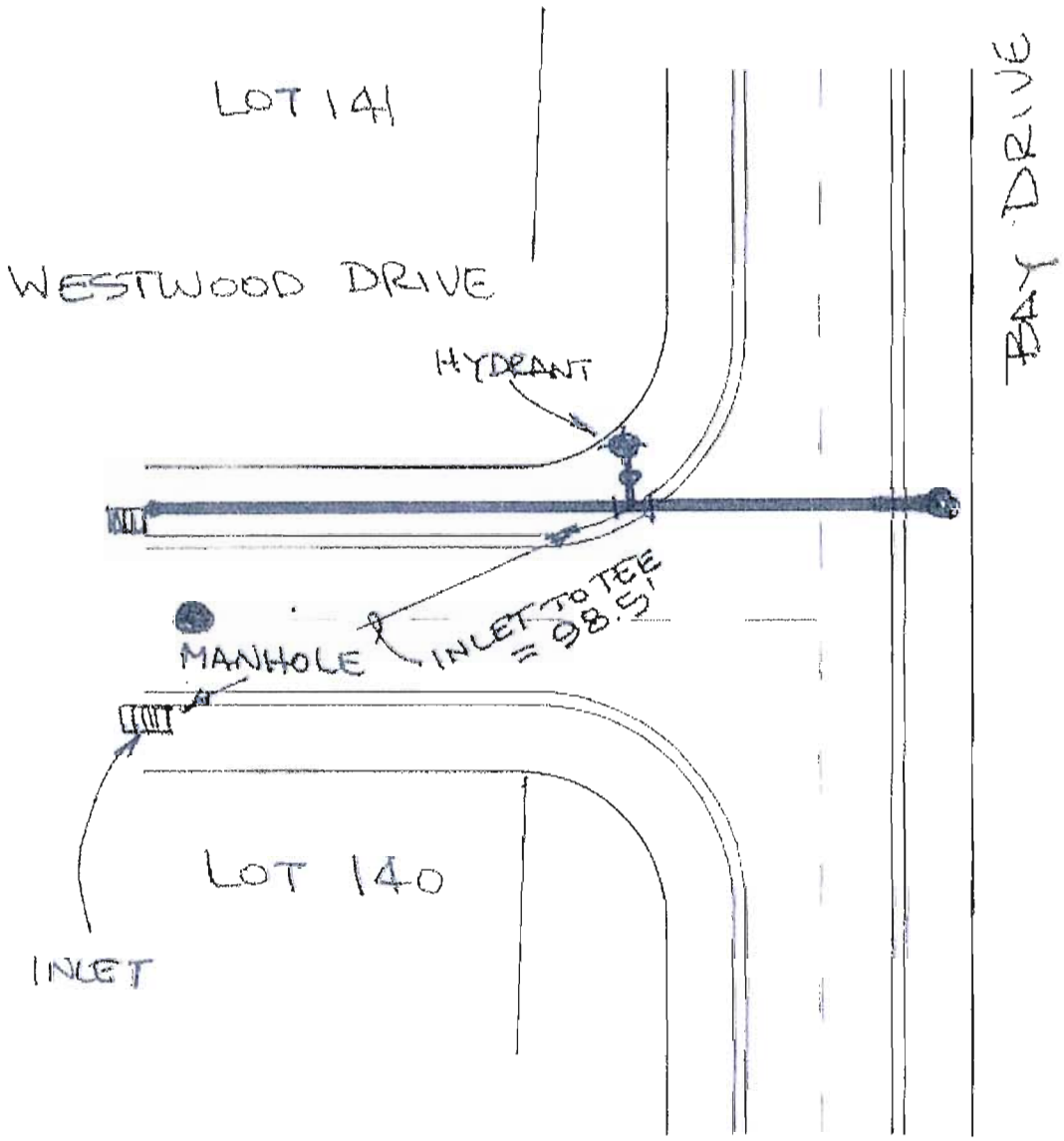

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-2 SHEET 313

BACK TO KEY MAP

NOTE: TEE TO HYDRANT VALVE = 1.5'
HYDRANT VALVE TO HYDRANT = 12'

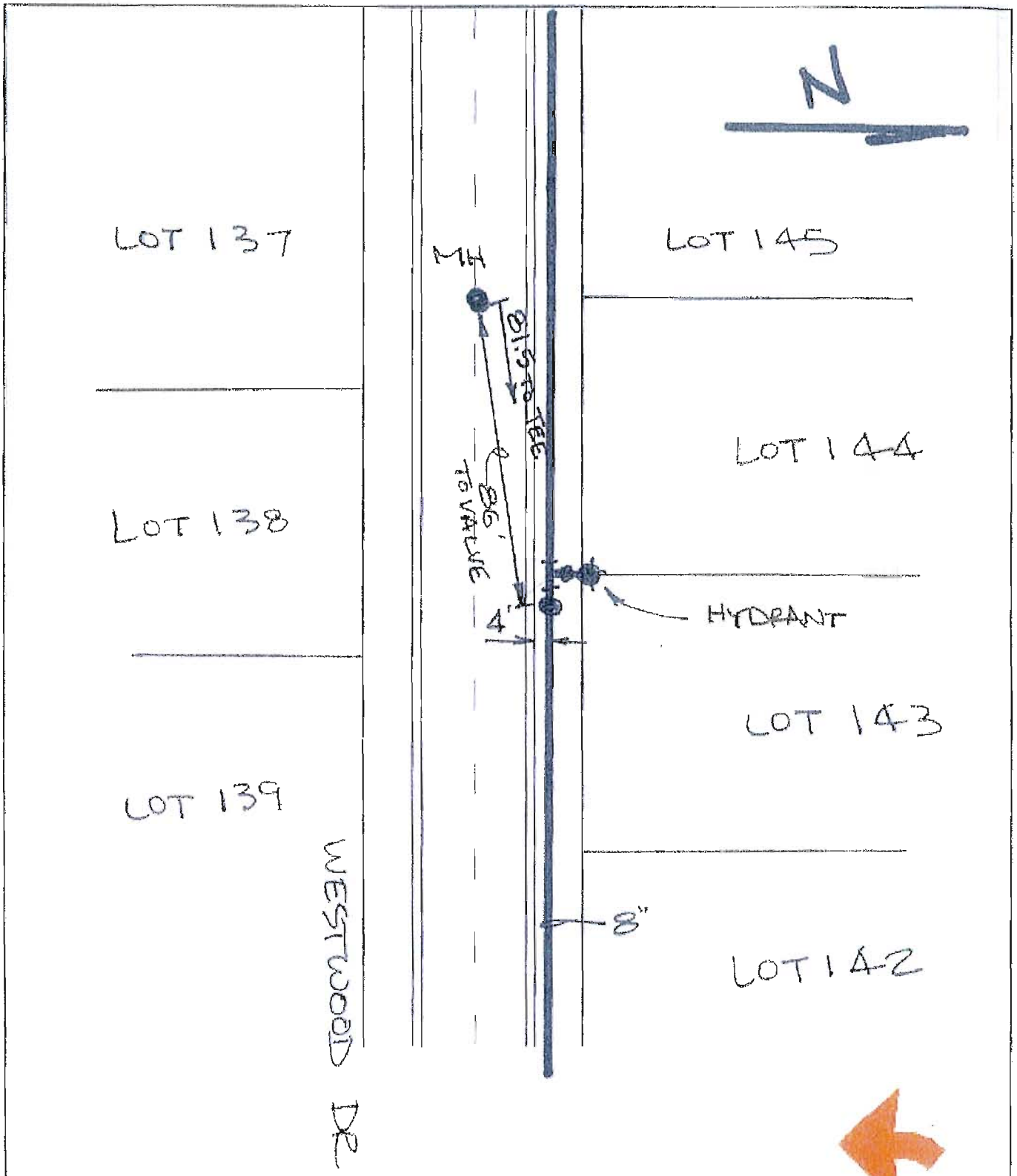



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-2 SHEET 314

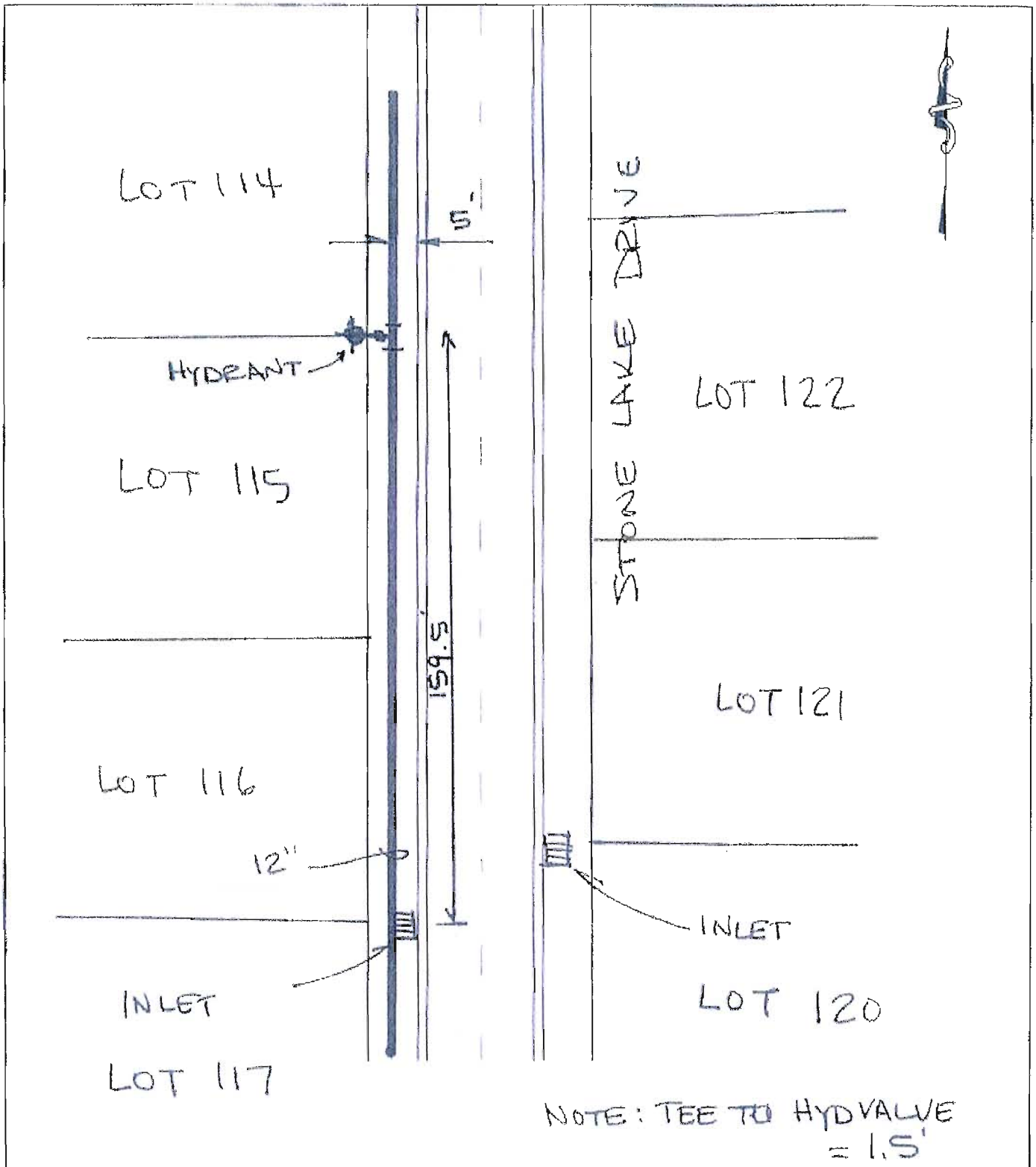



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-2 SHEET 315

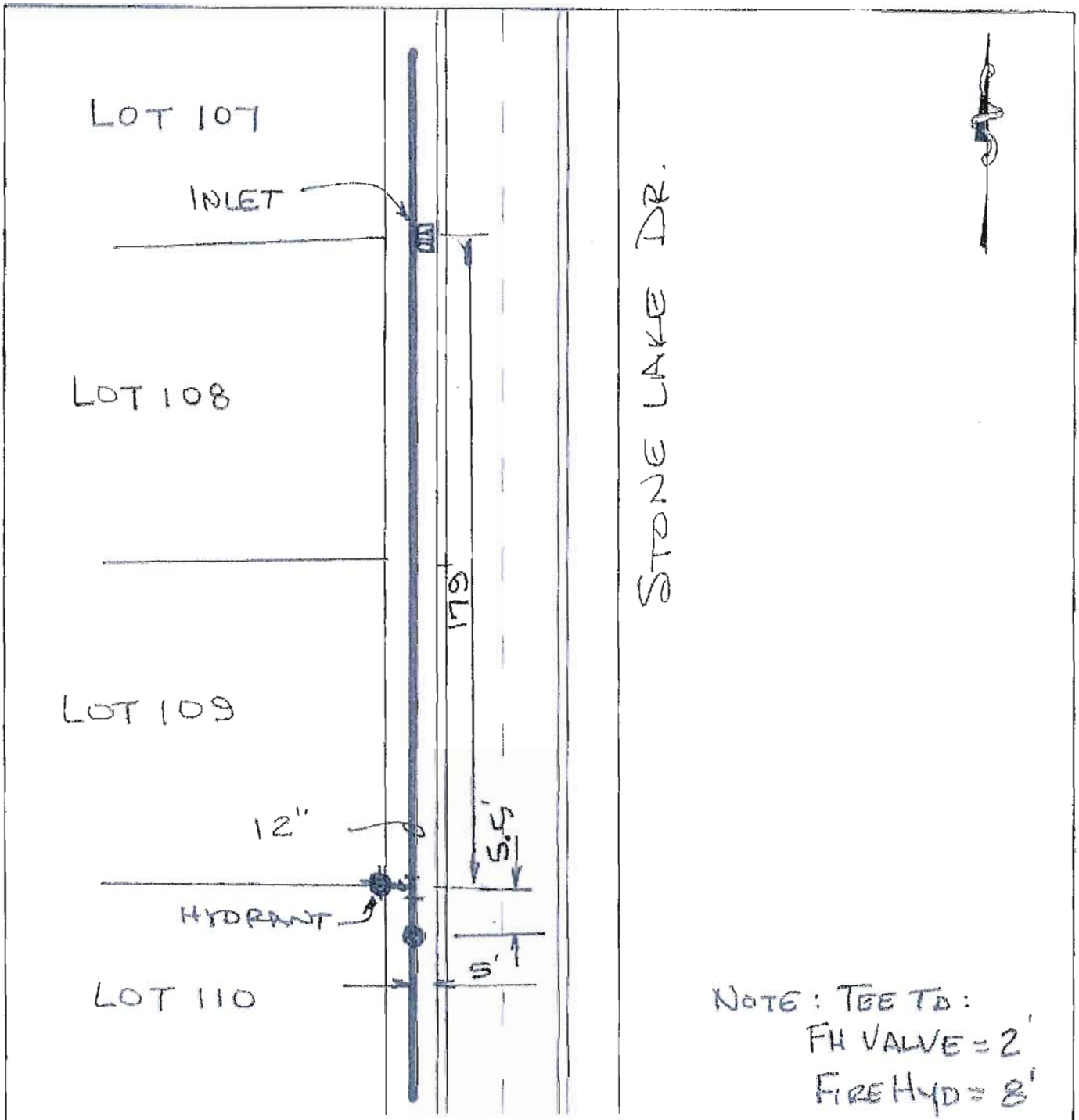



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-2 SHEET 316

BACK TO KEY MAP



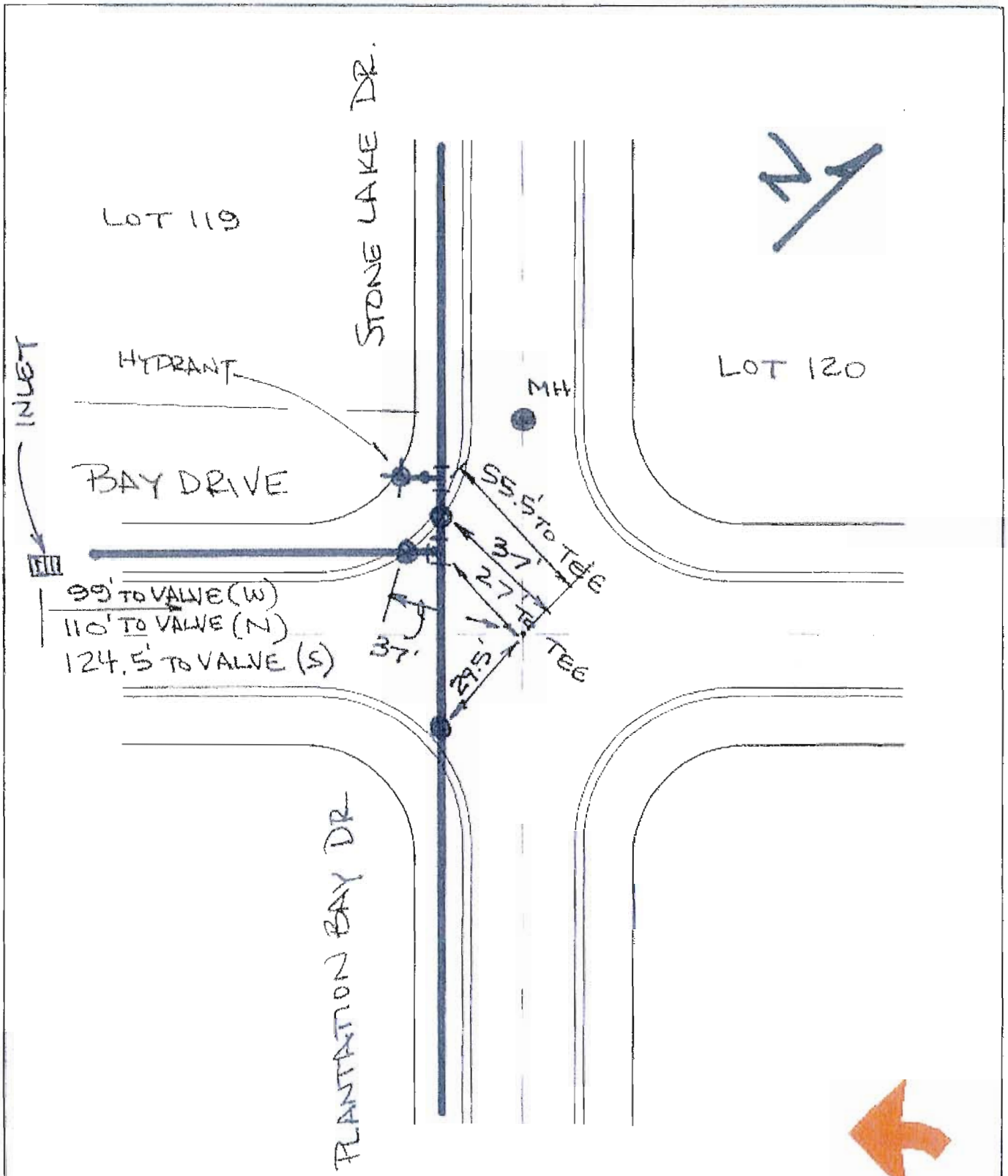

NOTE: TEE TO:
FH VALVE = 2'
FIRE HYD = 8'

BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

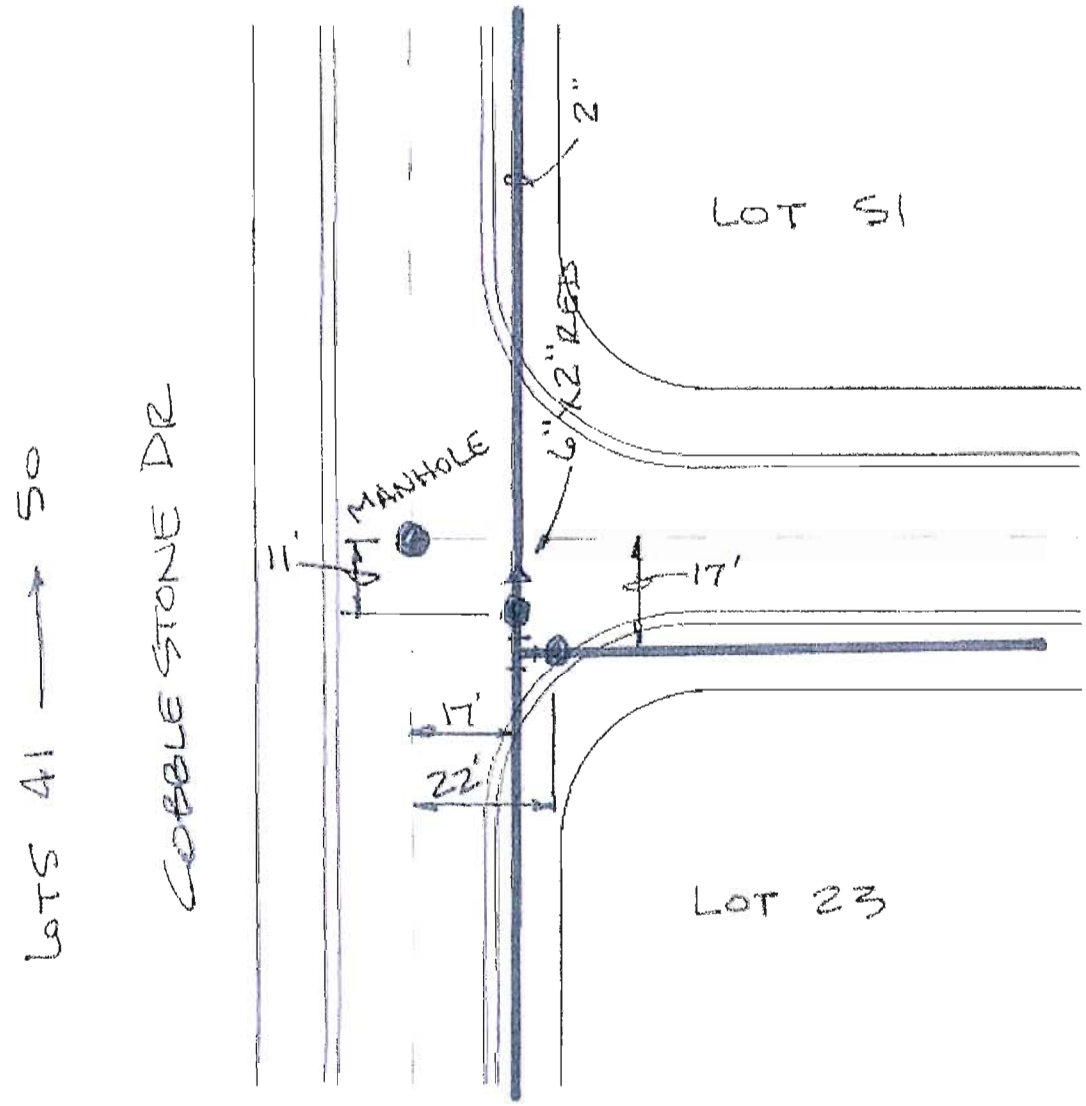
COMMUNITY 2AF-2 SHEET 317




PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF 2 / 2AF-3 SHEET 318

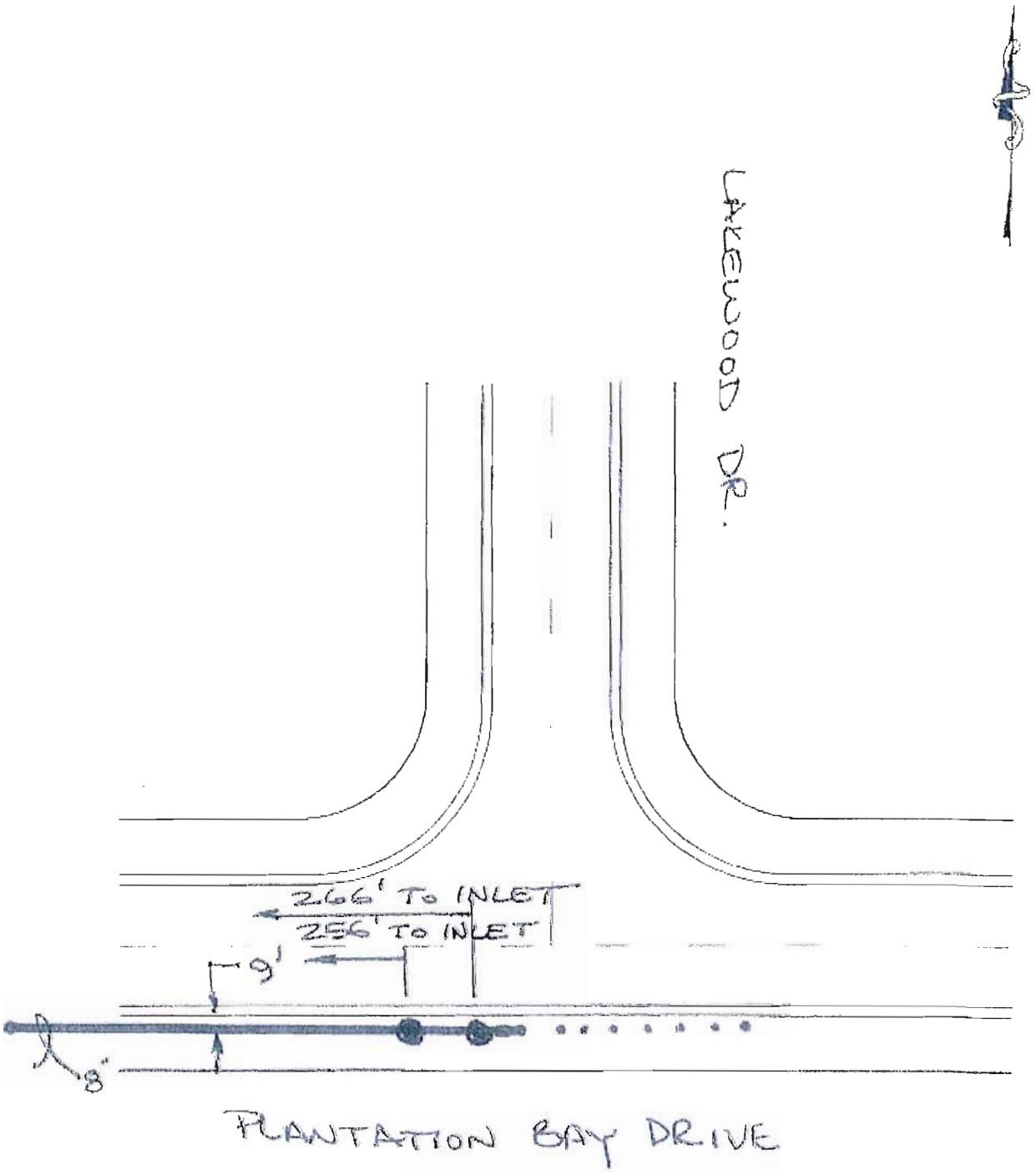



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-3 SHEET 319

BACK TO KEY MAP

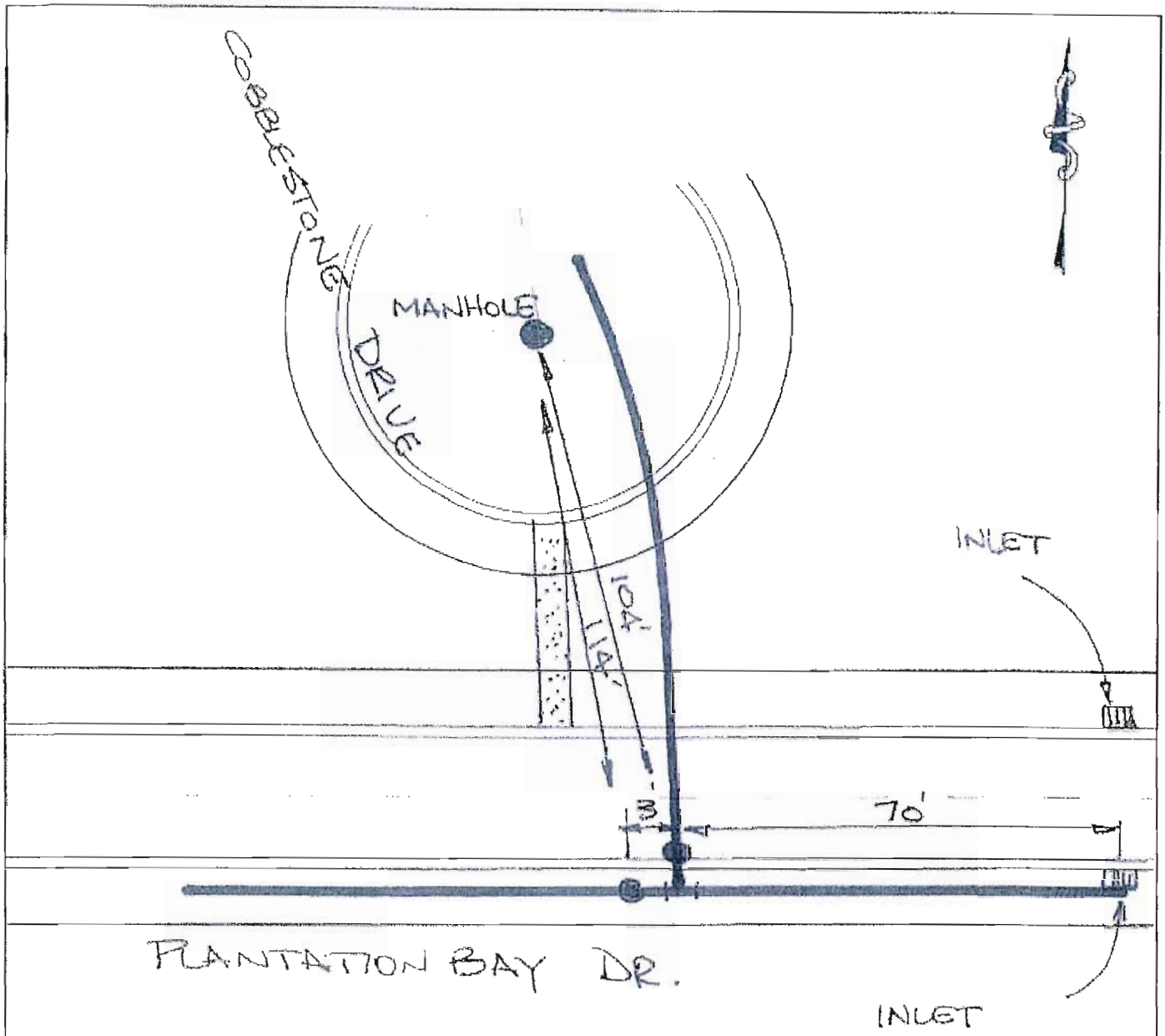



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY ZAF-3 SHEET 320



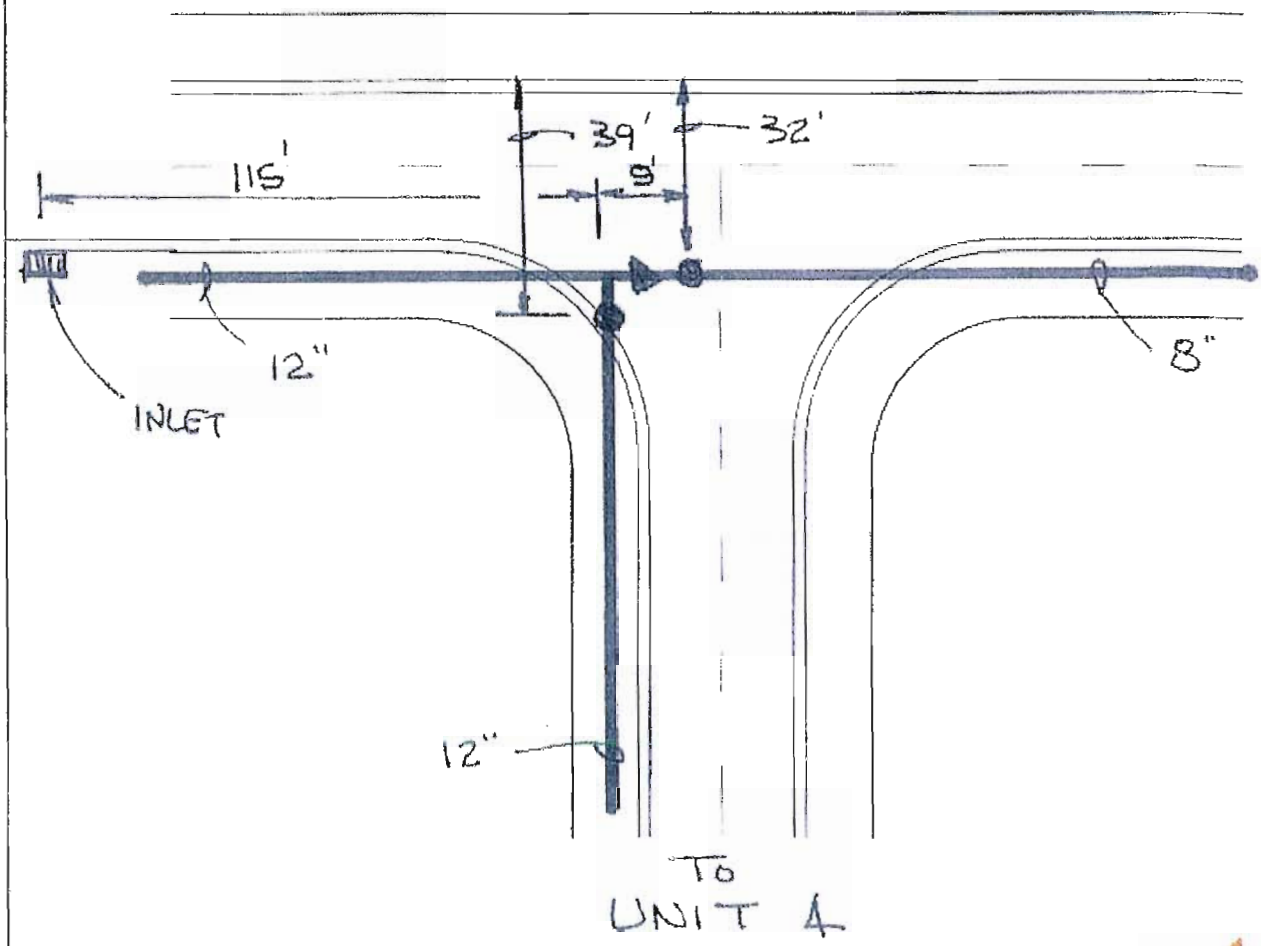

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-3 SHEET 321

BACK TO KEY MAP

PLANTATION BAY DRIVE

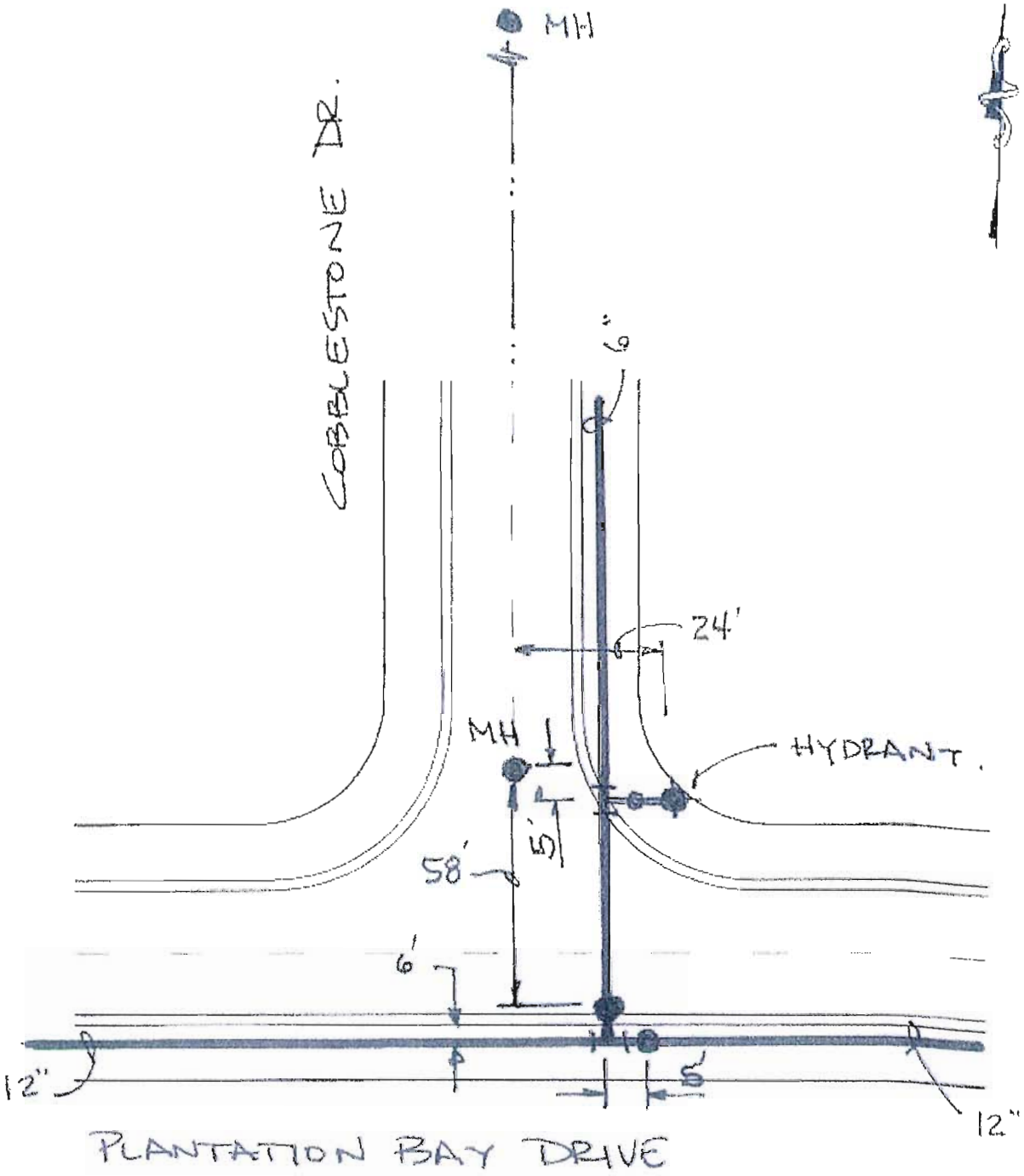



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-3 SHEET 322

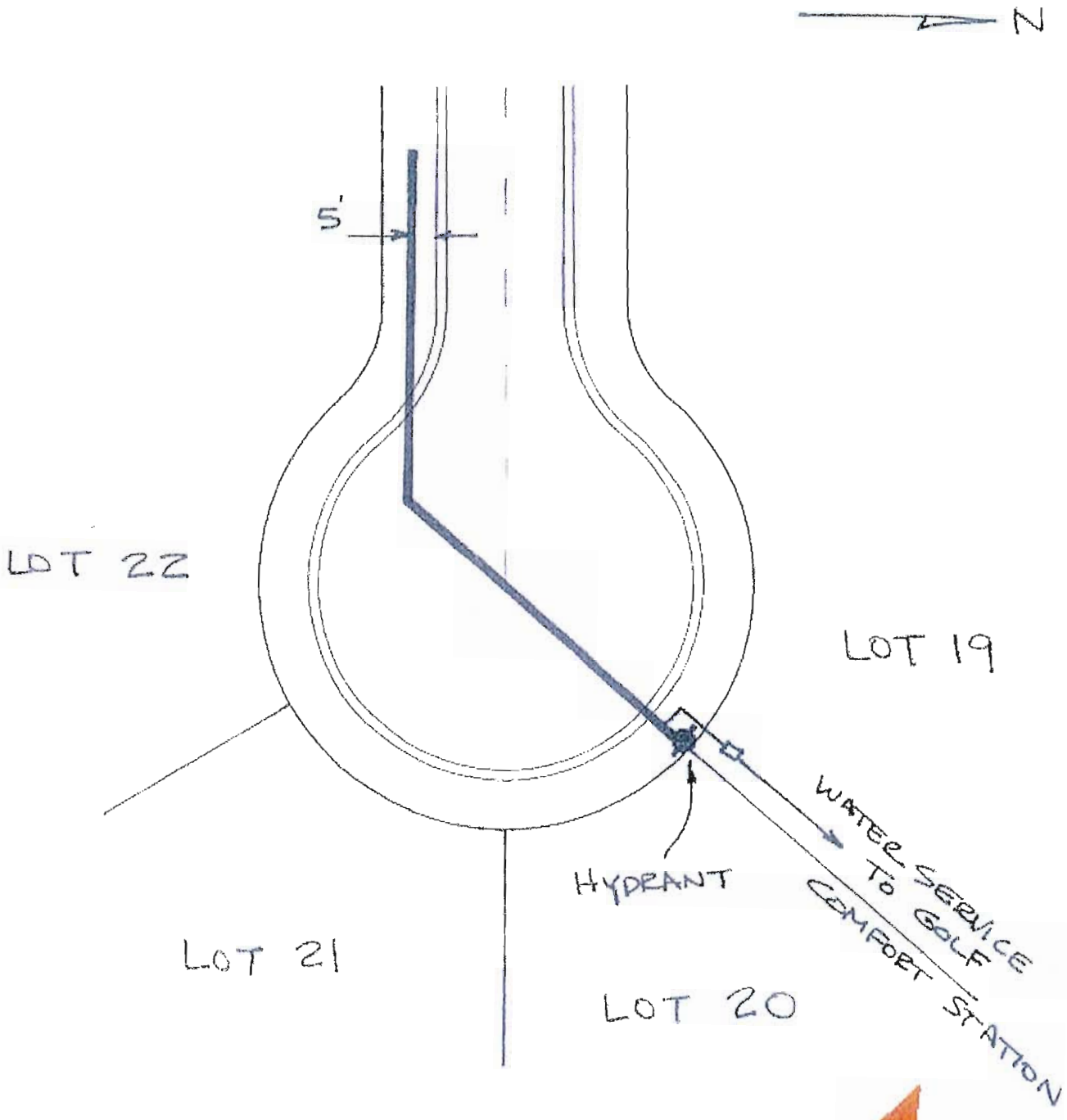



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-3 SHEET 323

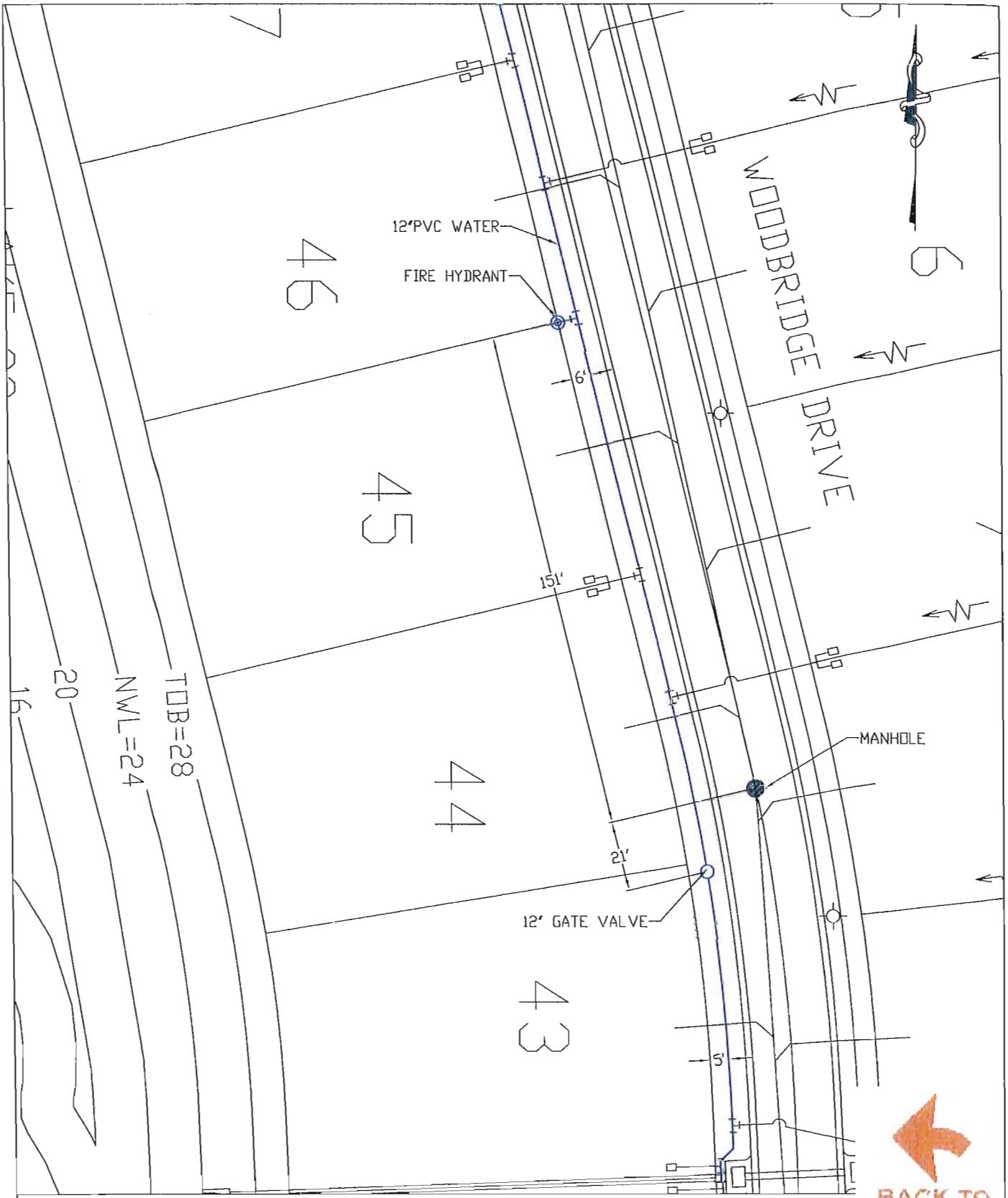



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF - 4 SHEET 324

BACK TO KEY MAP

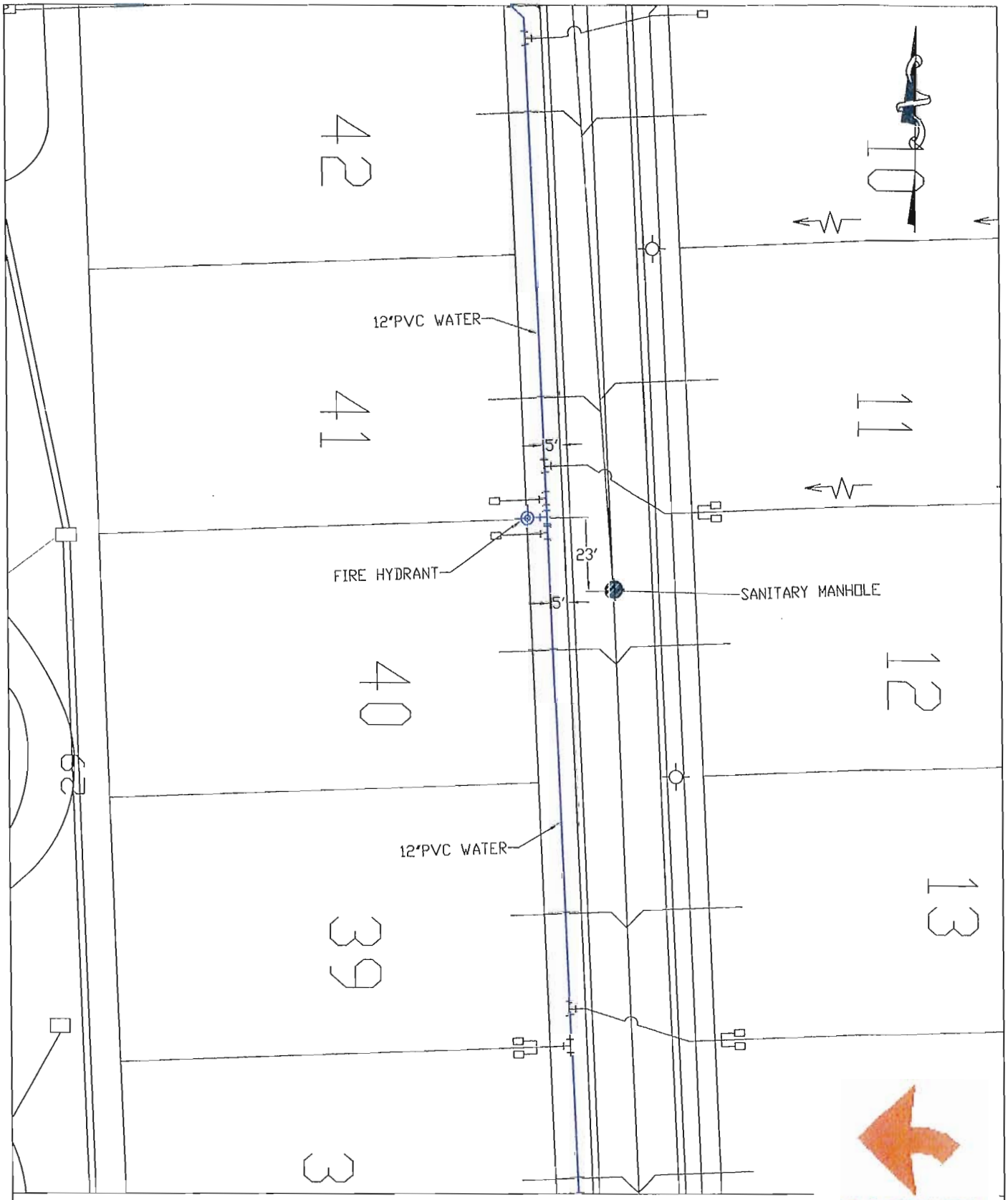



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 327

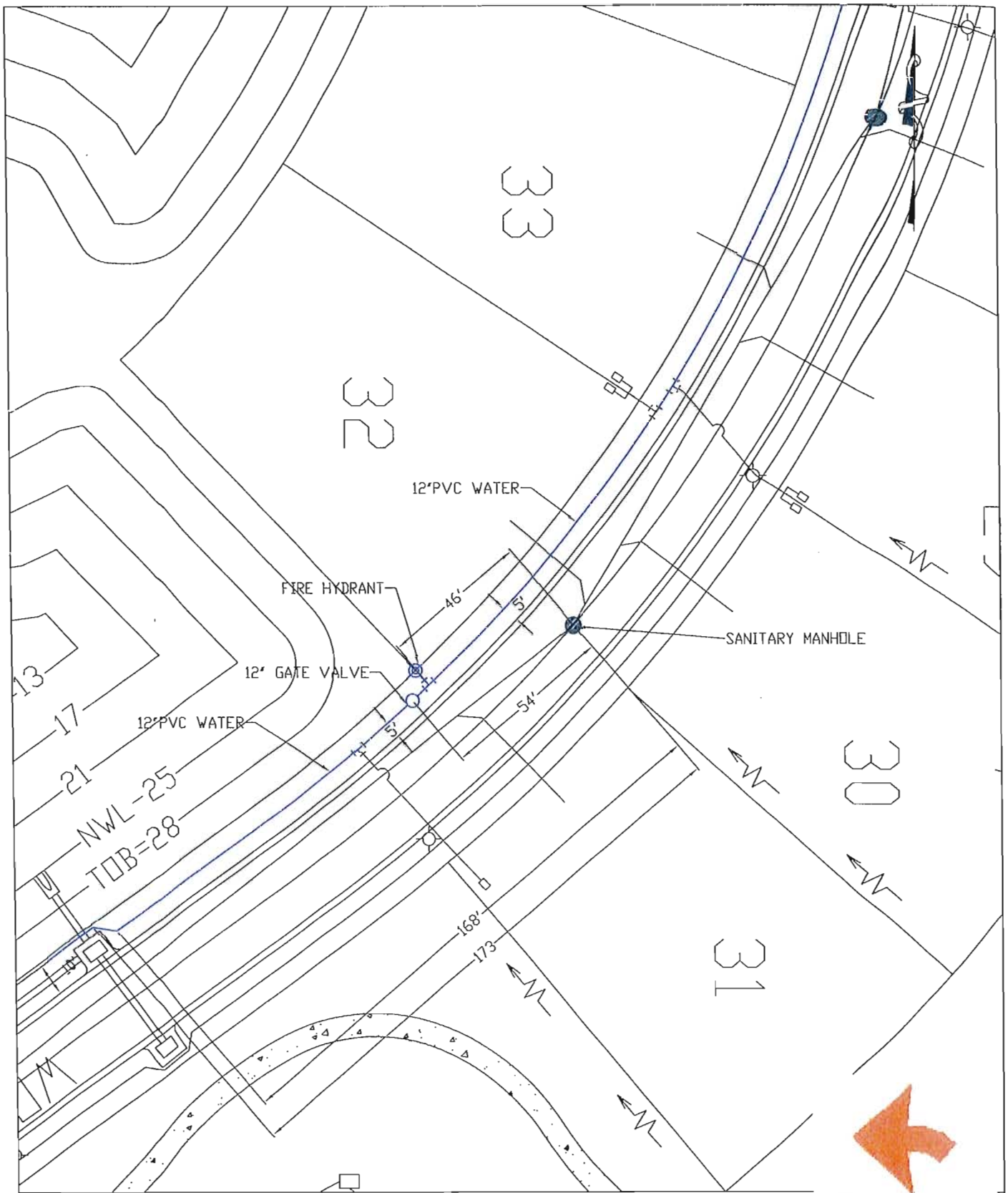
BACK TO KEY MAP




# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 328

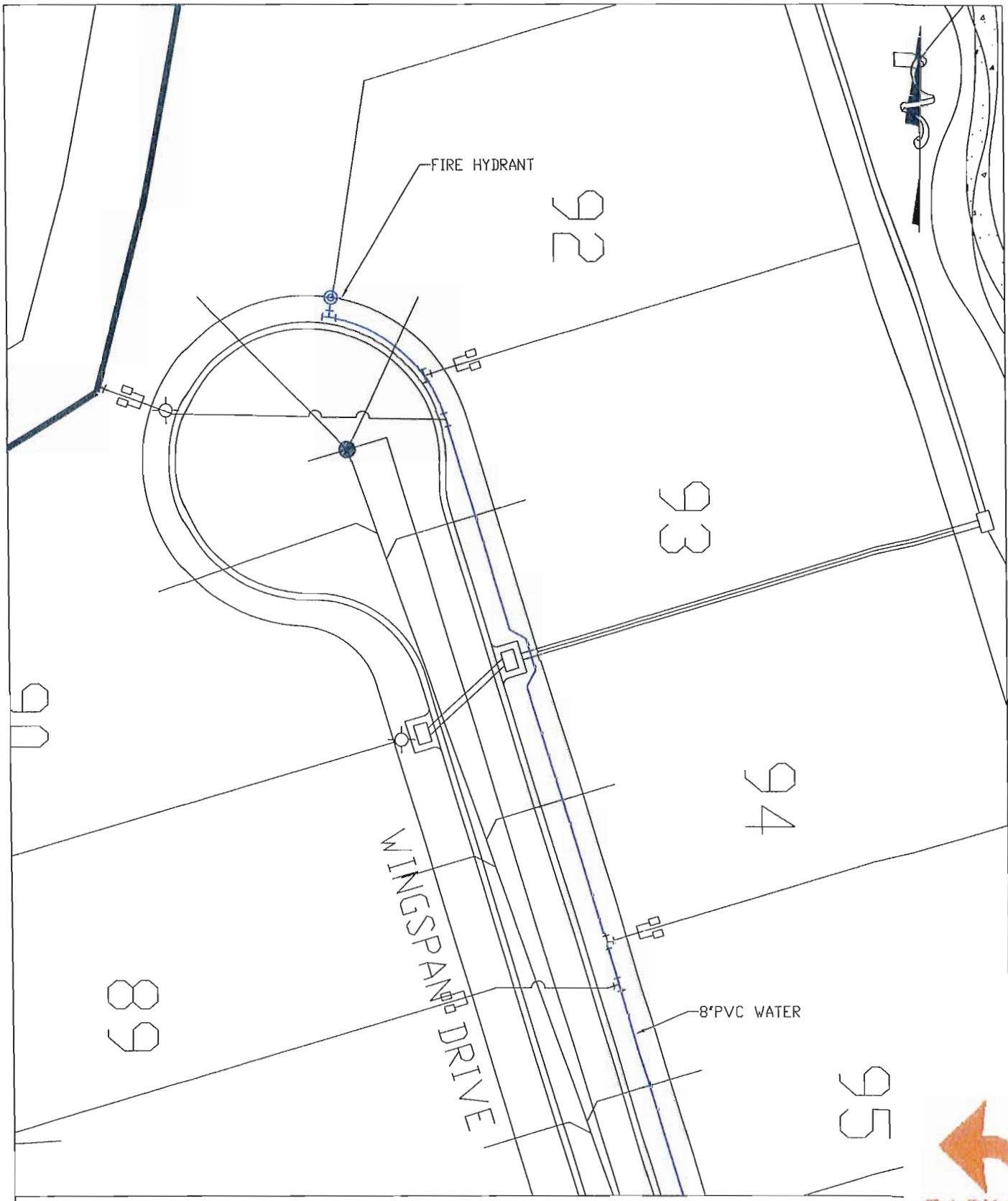



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 329

BACK TO KEY MAP

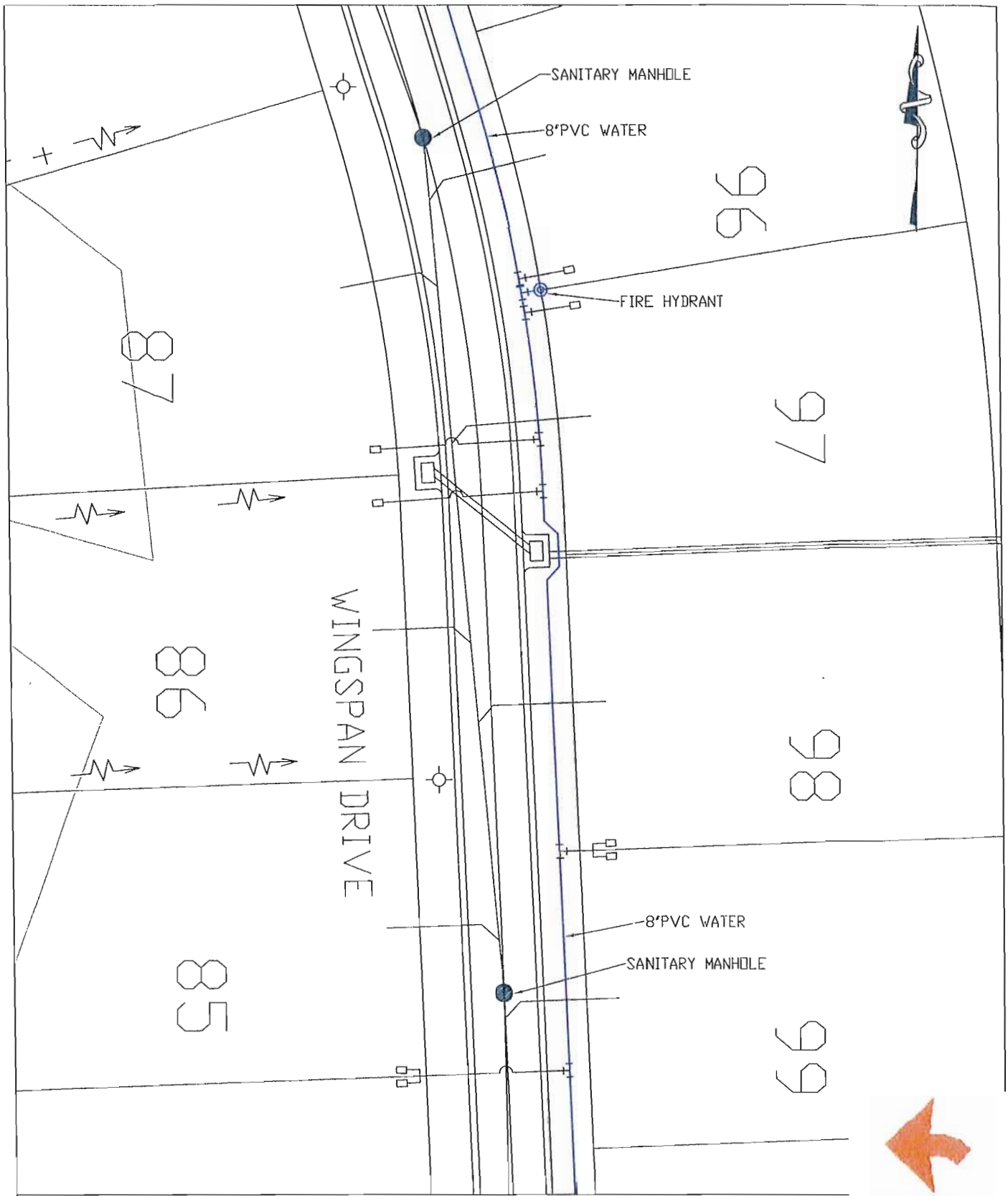



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 330

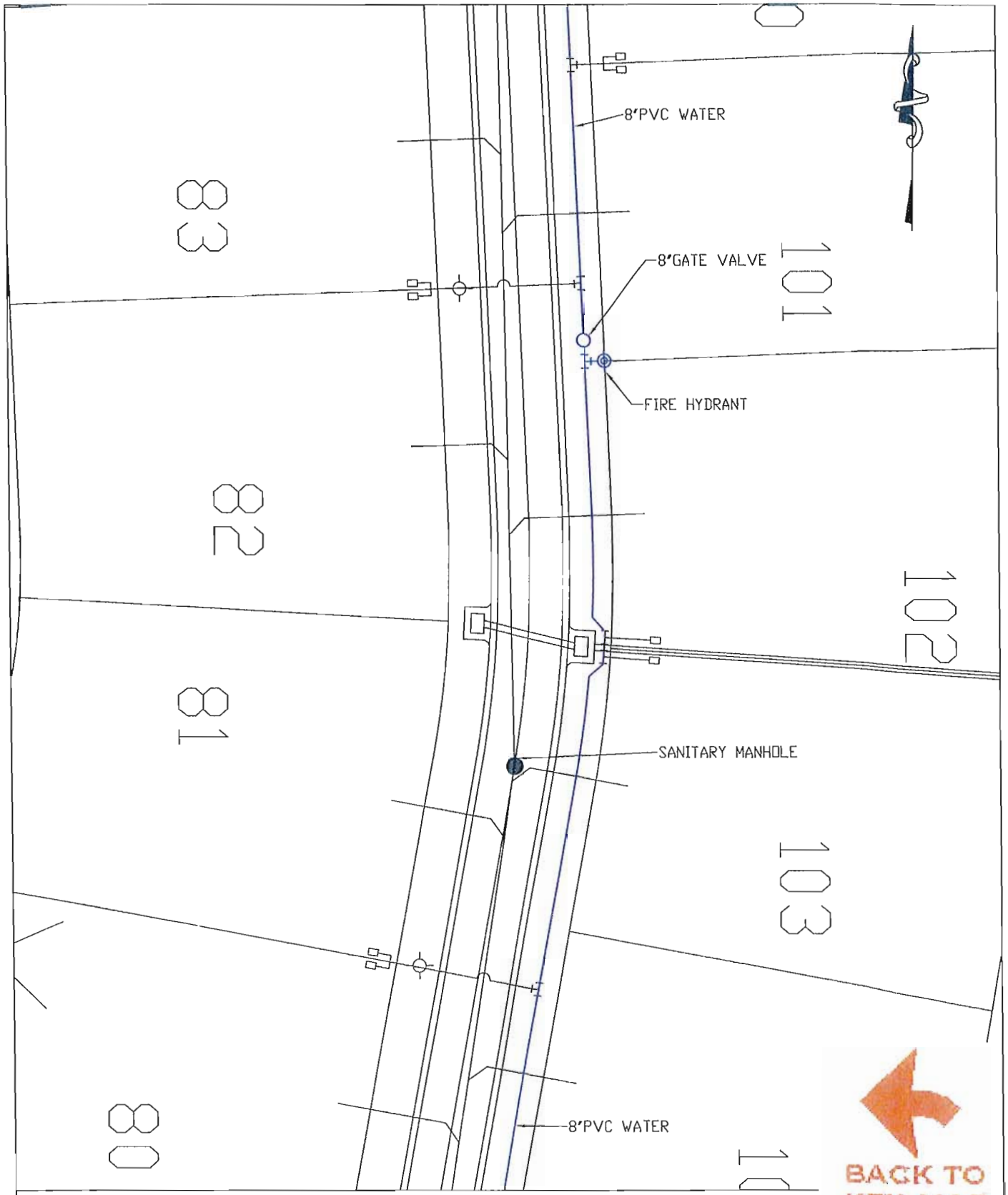
BACK TO KEY MAP




# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

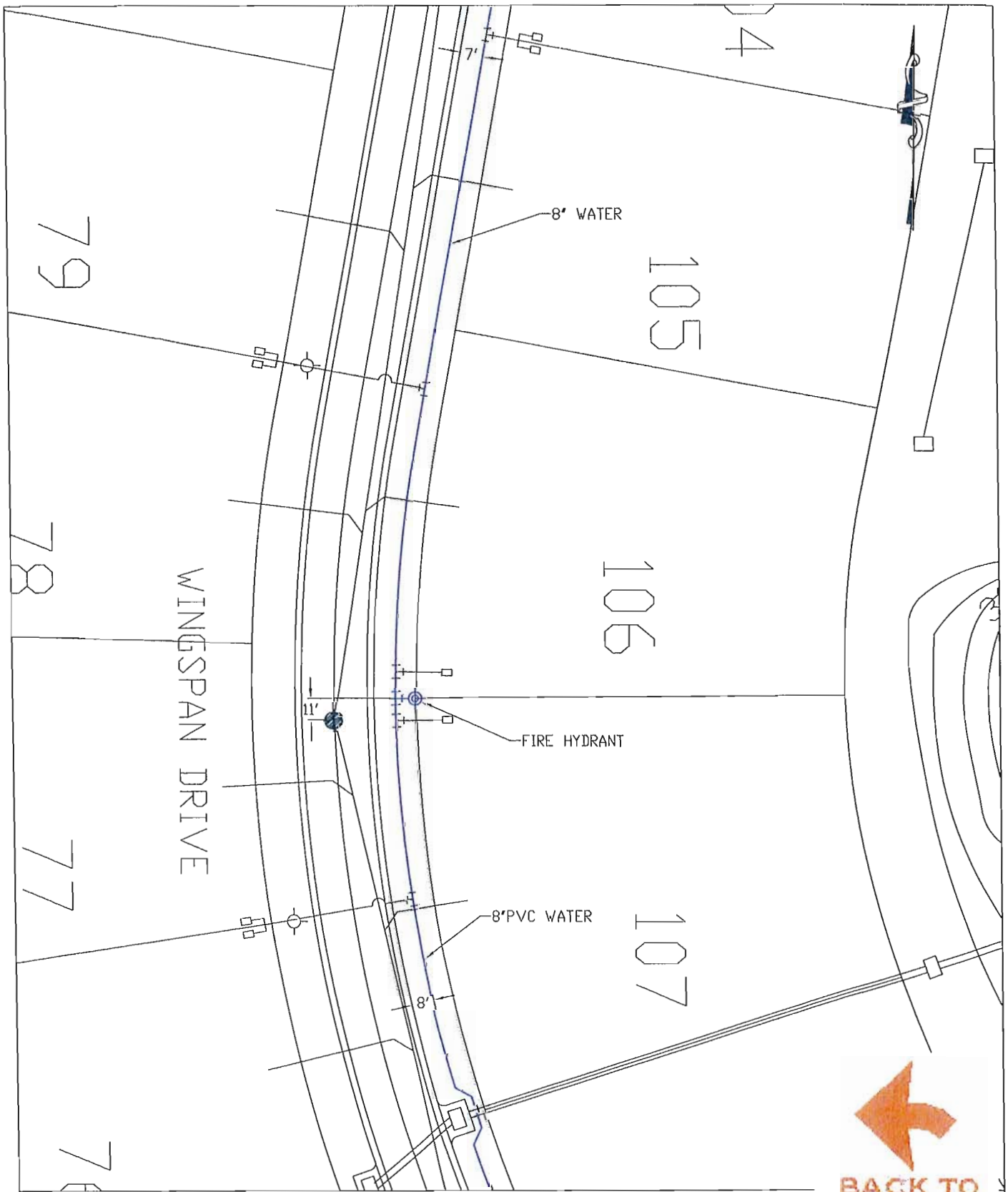
COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 331




# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 332

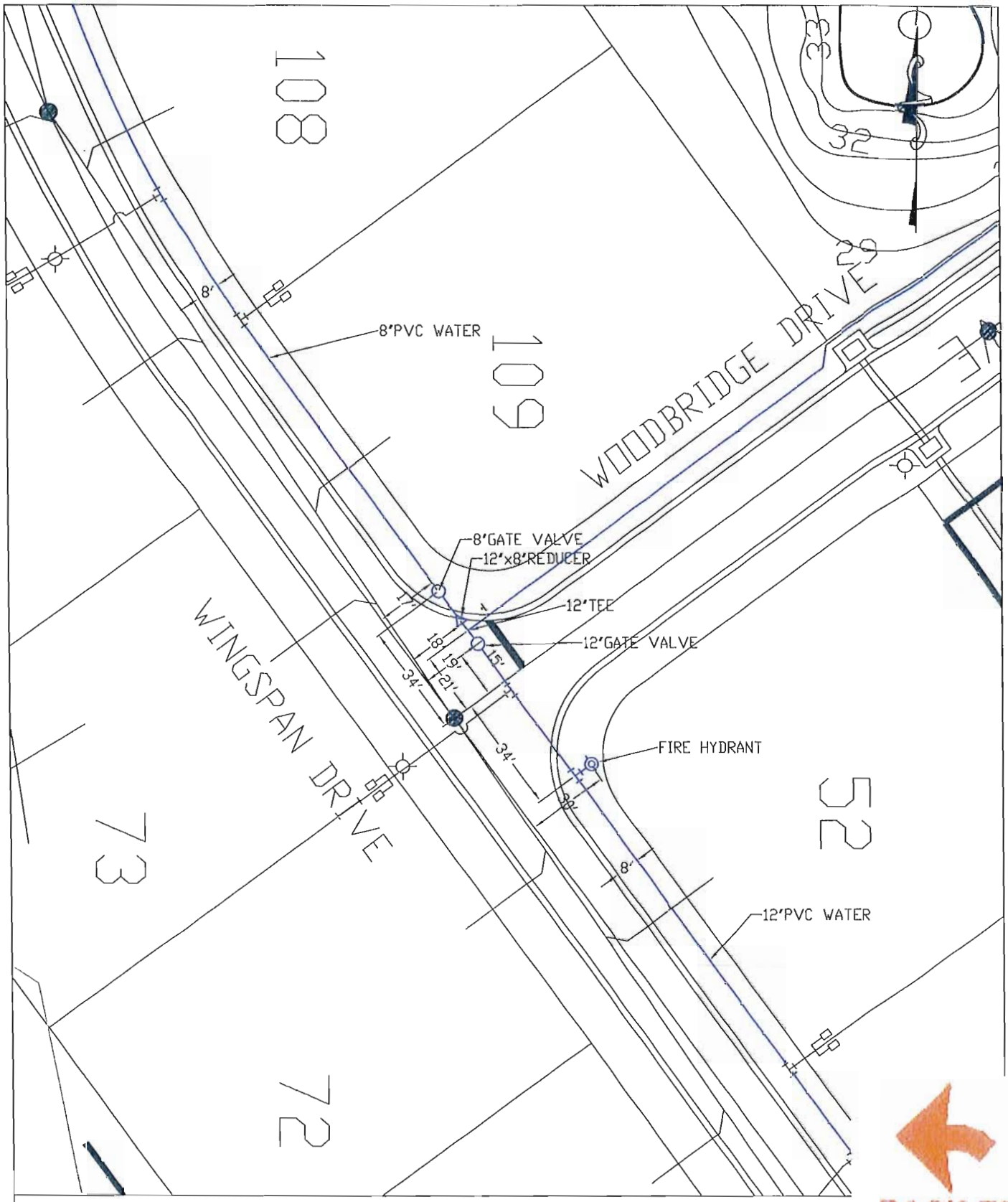



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 333

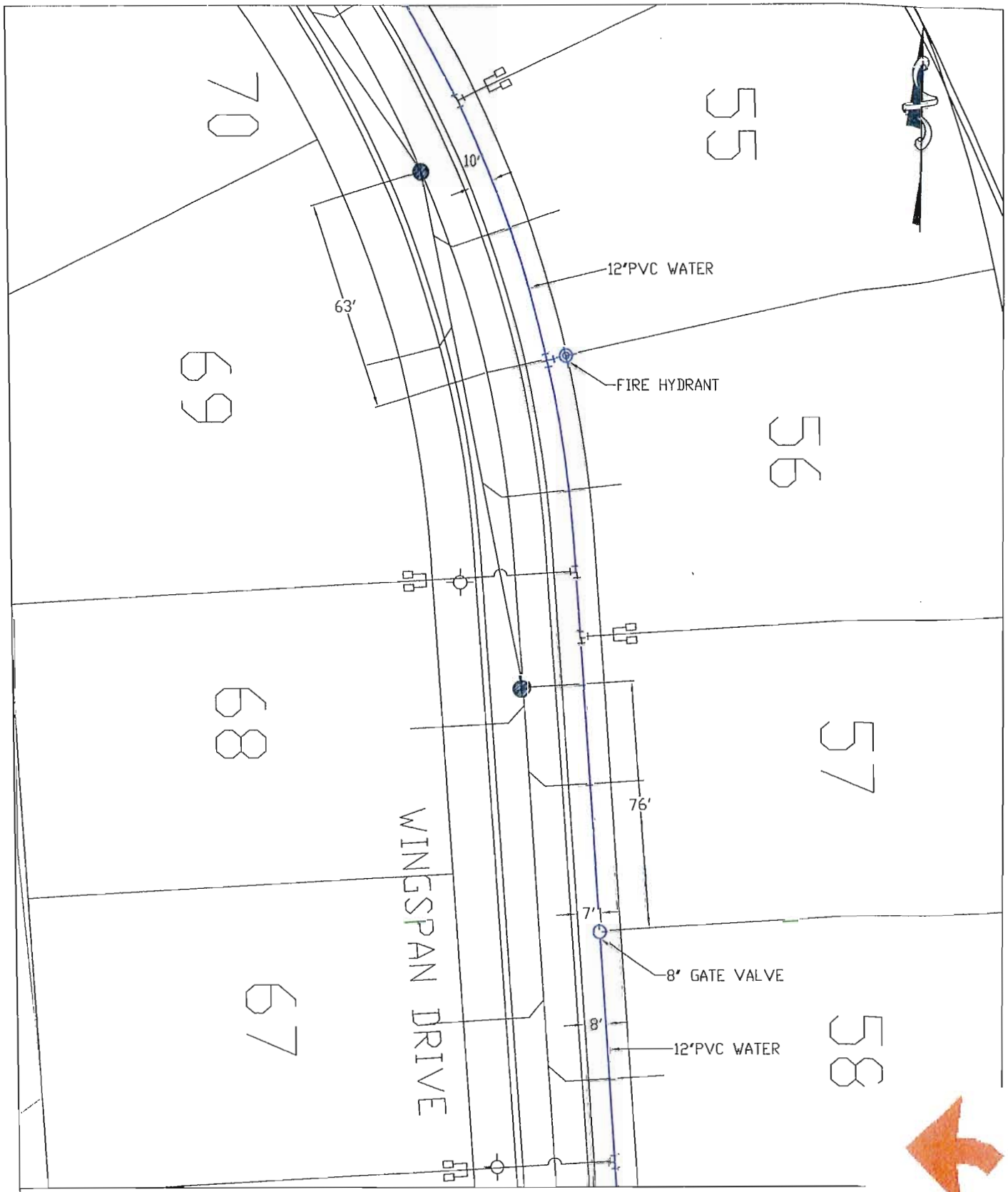



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 334

BACK TO KEY MAP

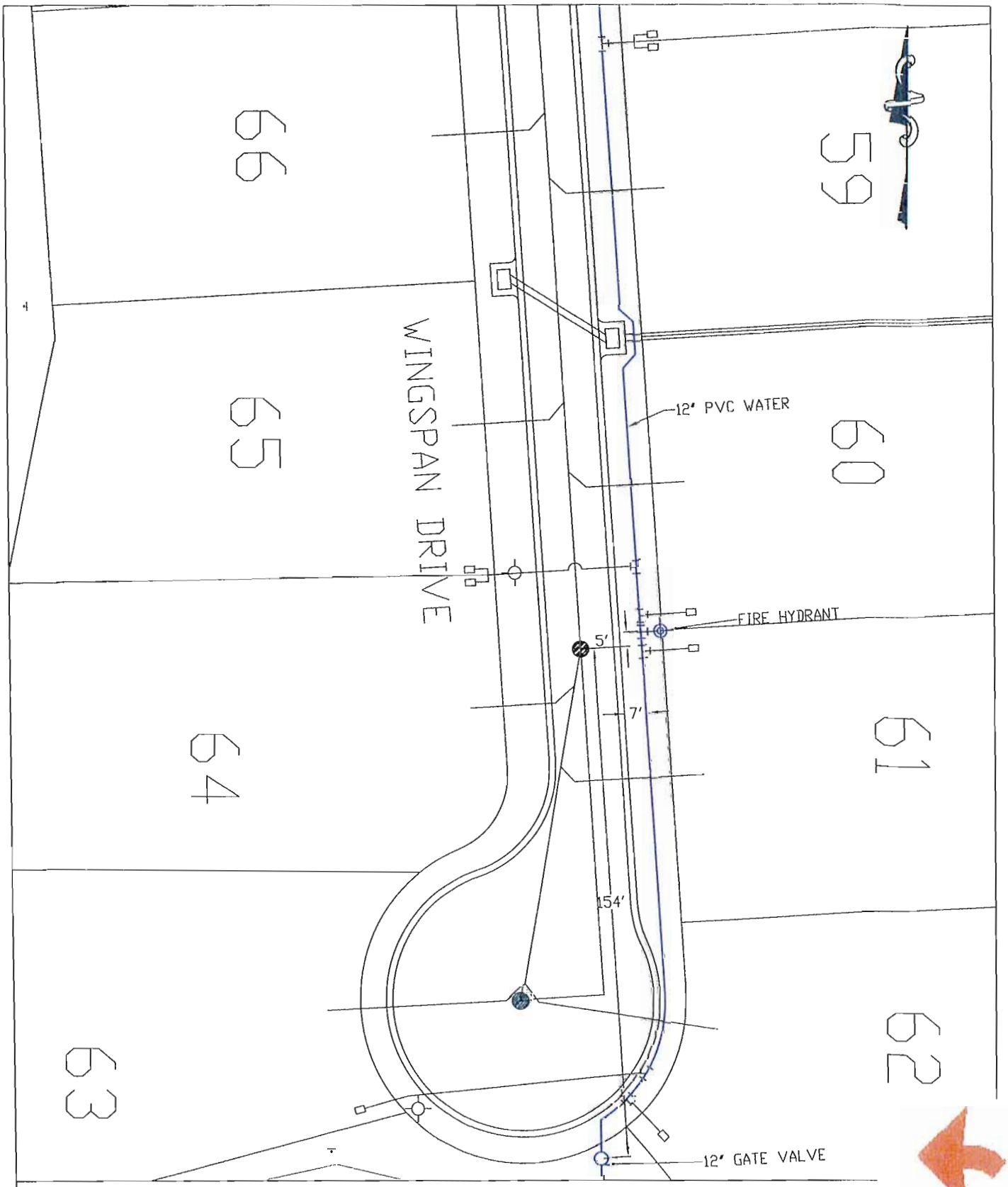



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 335

BACK TO KEY MAP

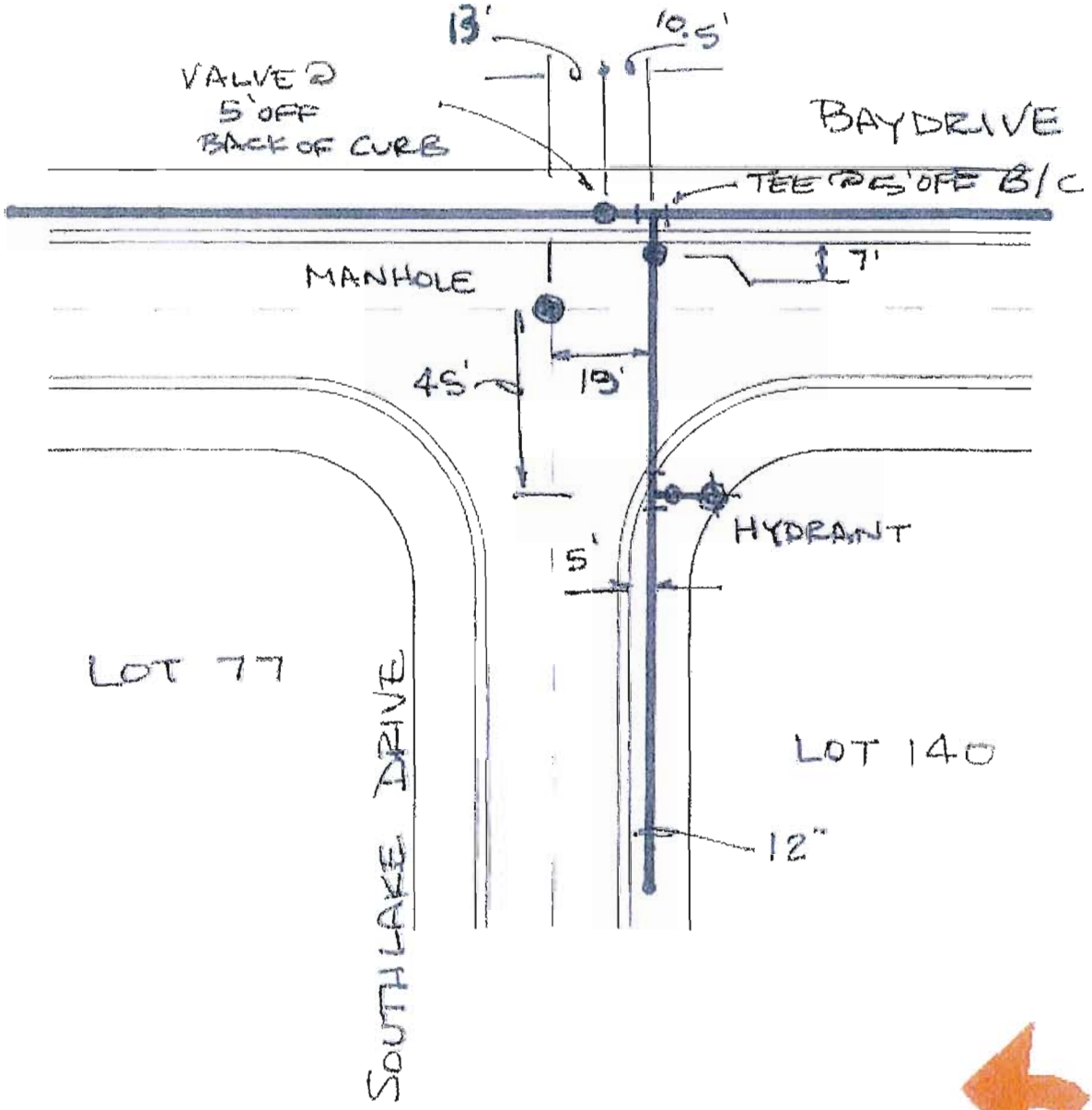



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING: NOVEMBER, 2008

COMMUNITY PLANTATION BAY 2A-F, UNIT 4 SHEET 336

BACK TO KEY MAP

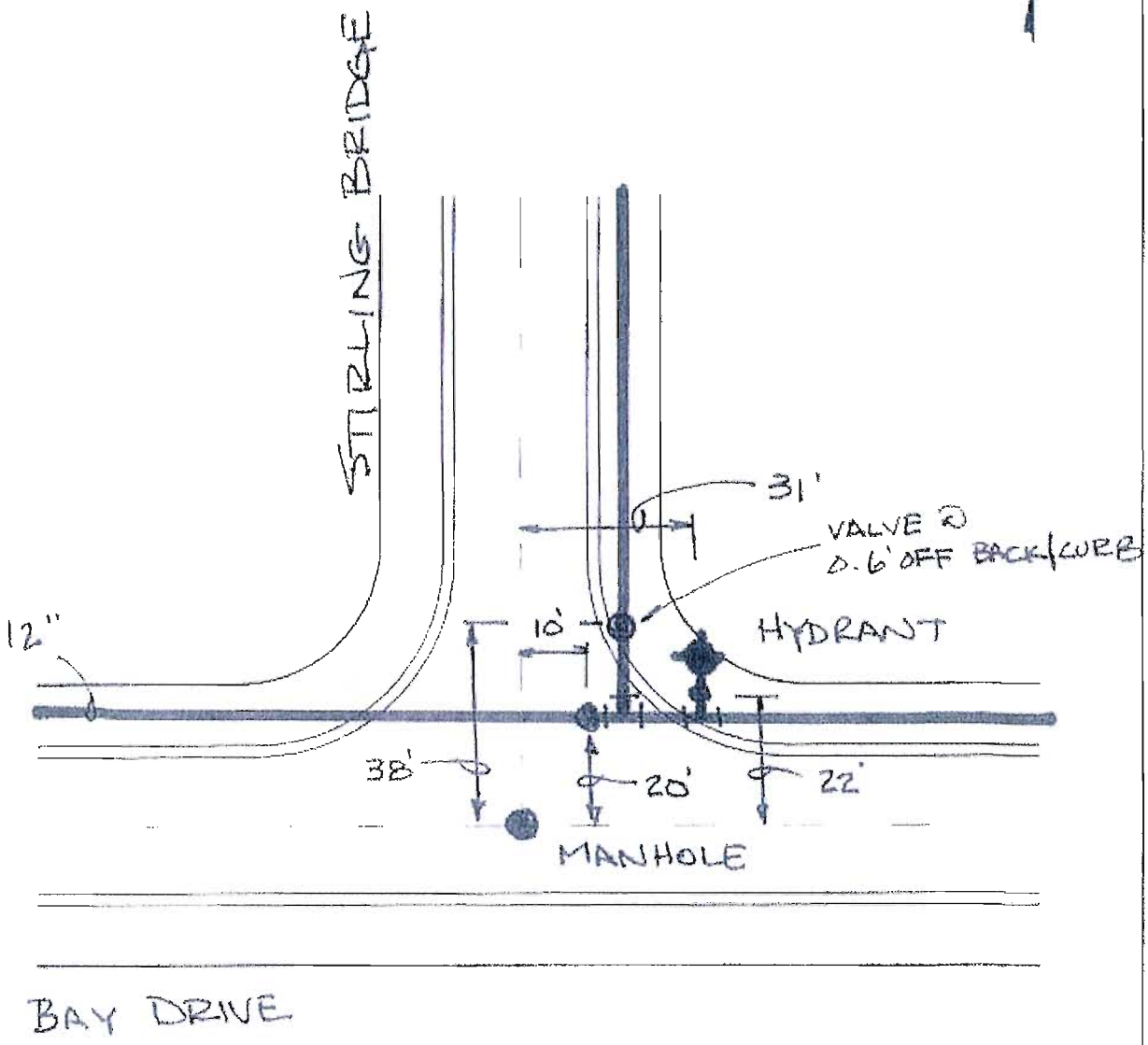



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 351

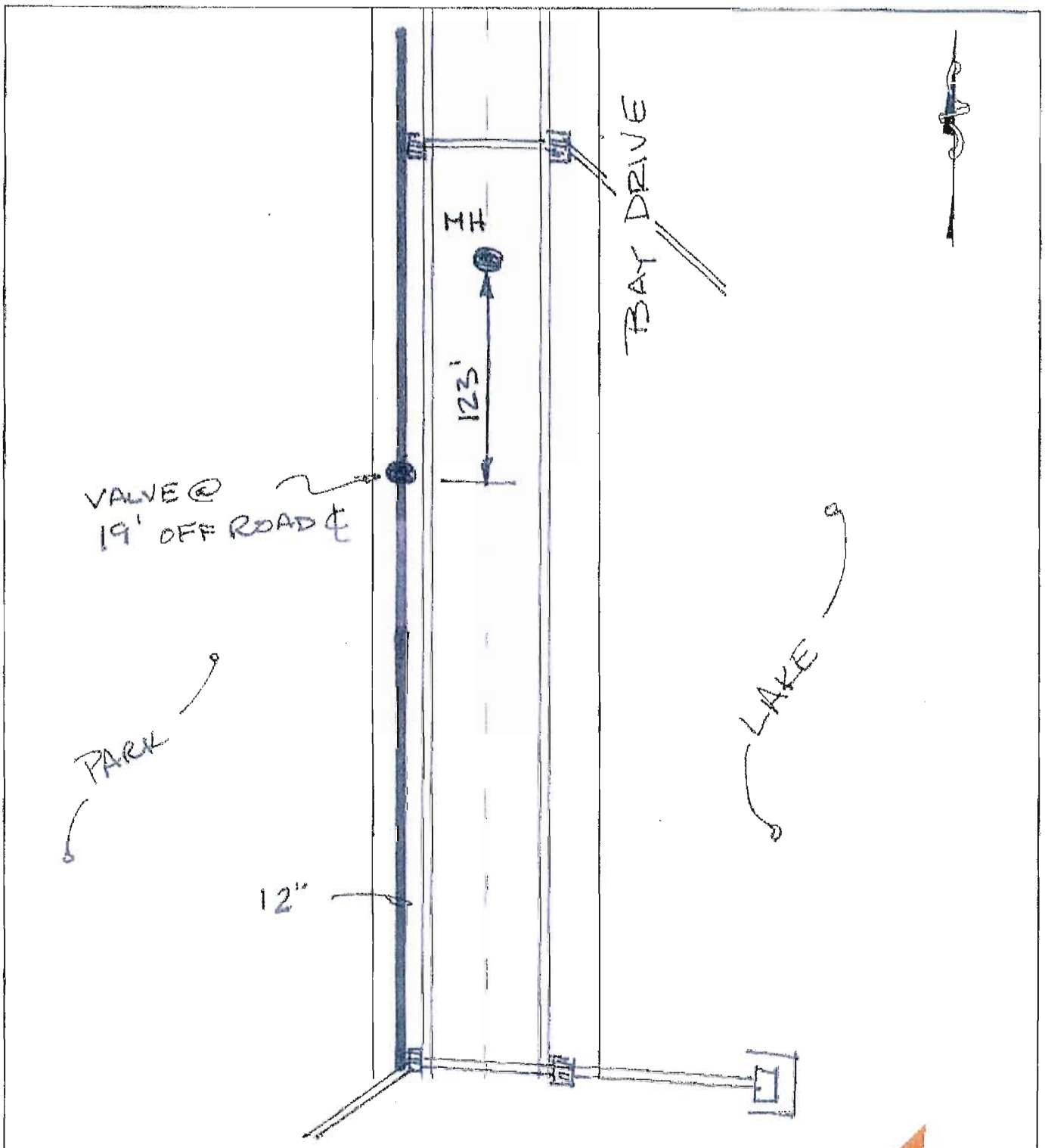



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 352

BACK TO KEY MAP

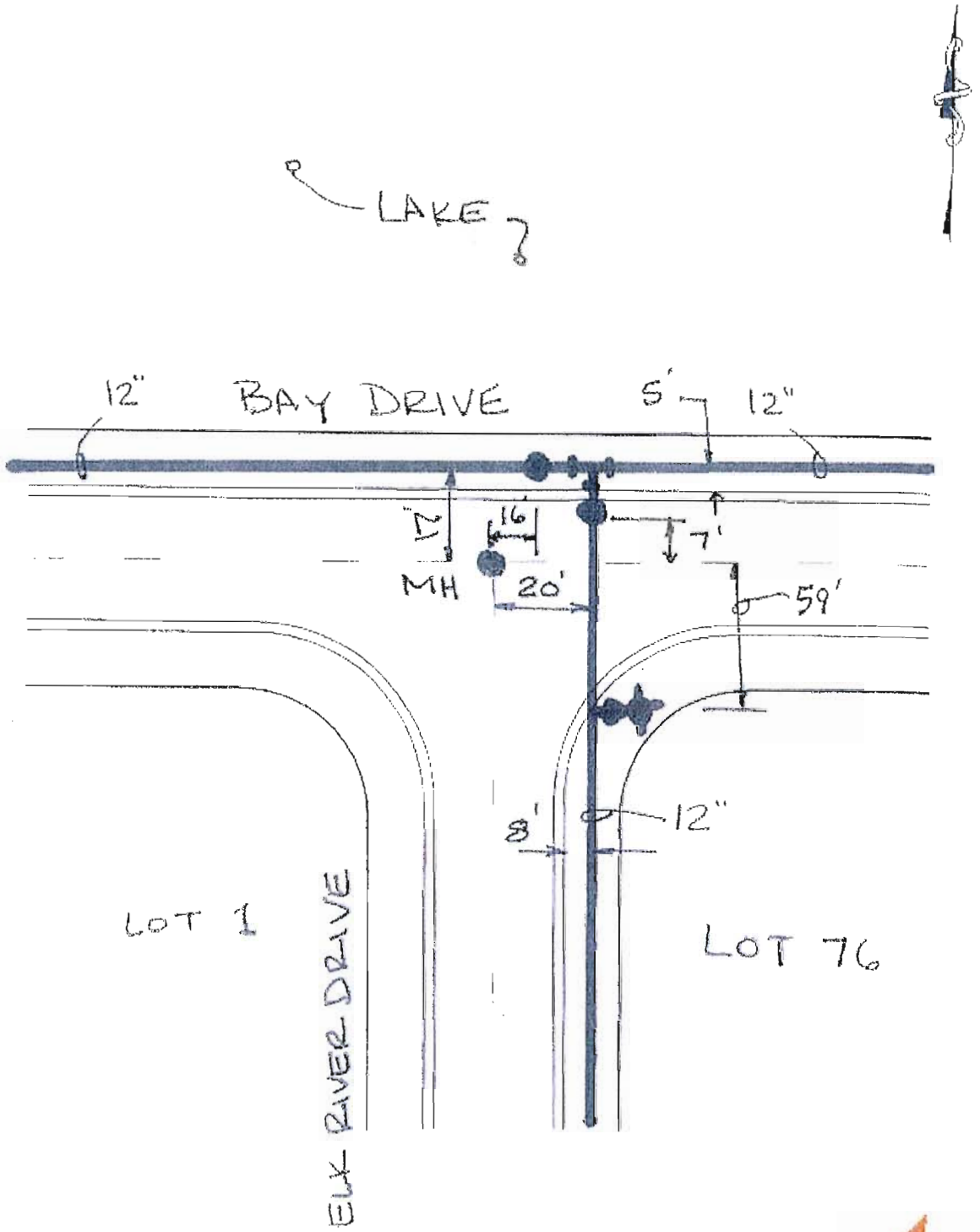



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 353

BACK TO KEY MAP

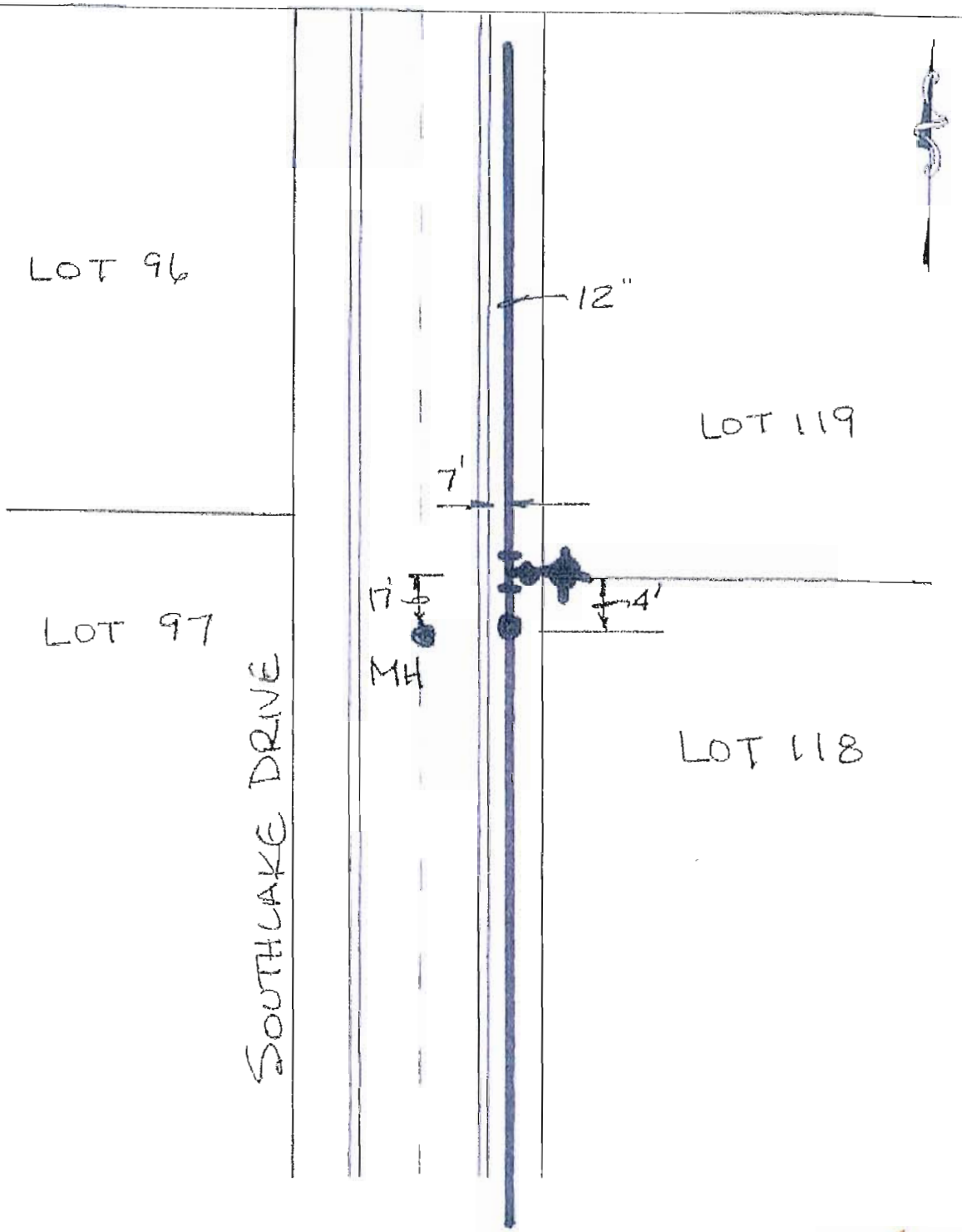



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 354

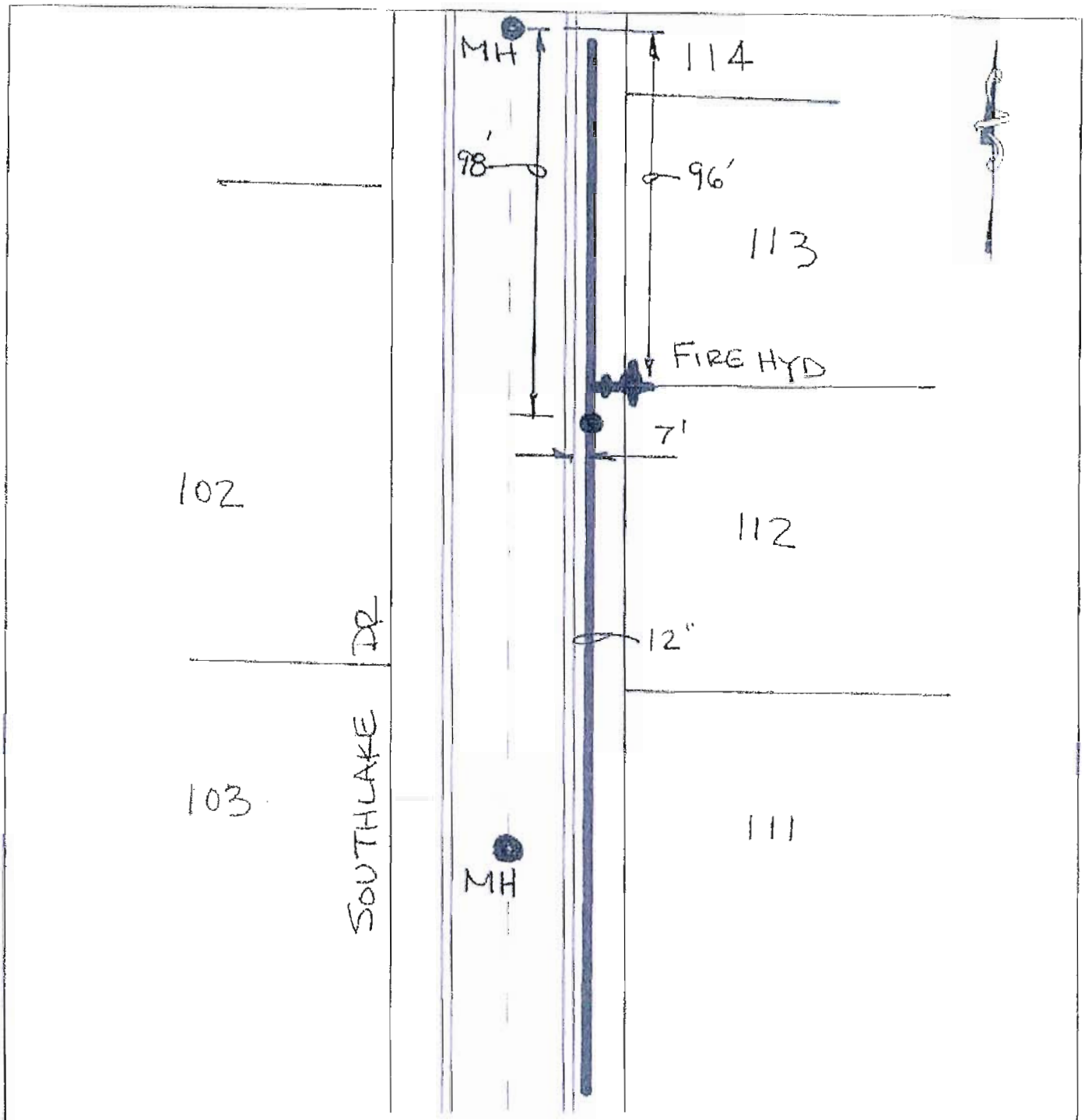



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 355

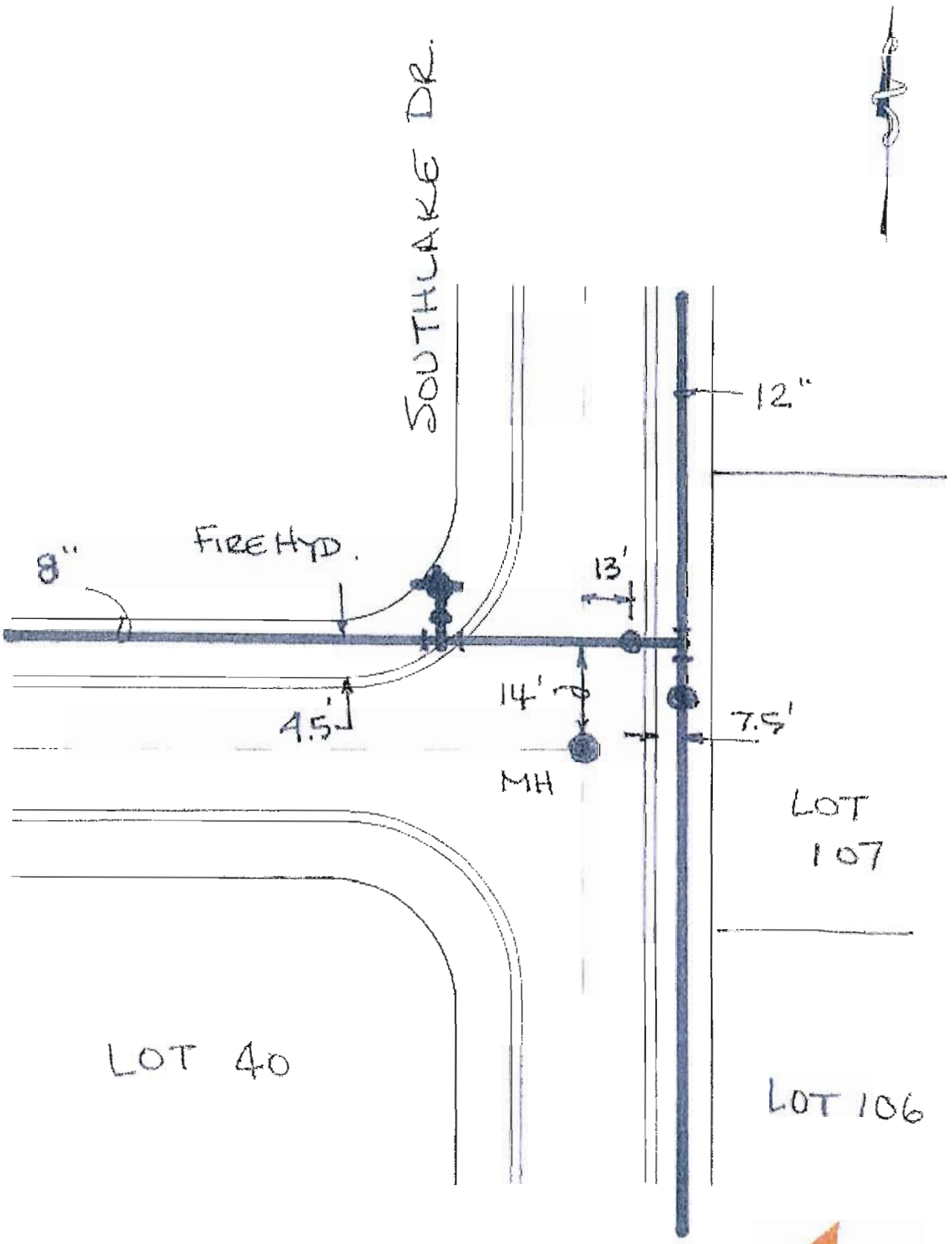



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 356

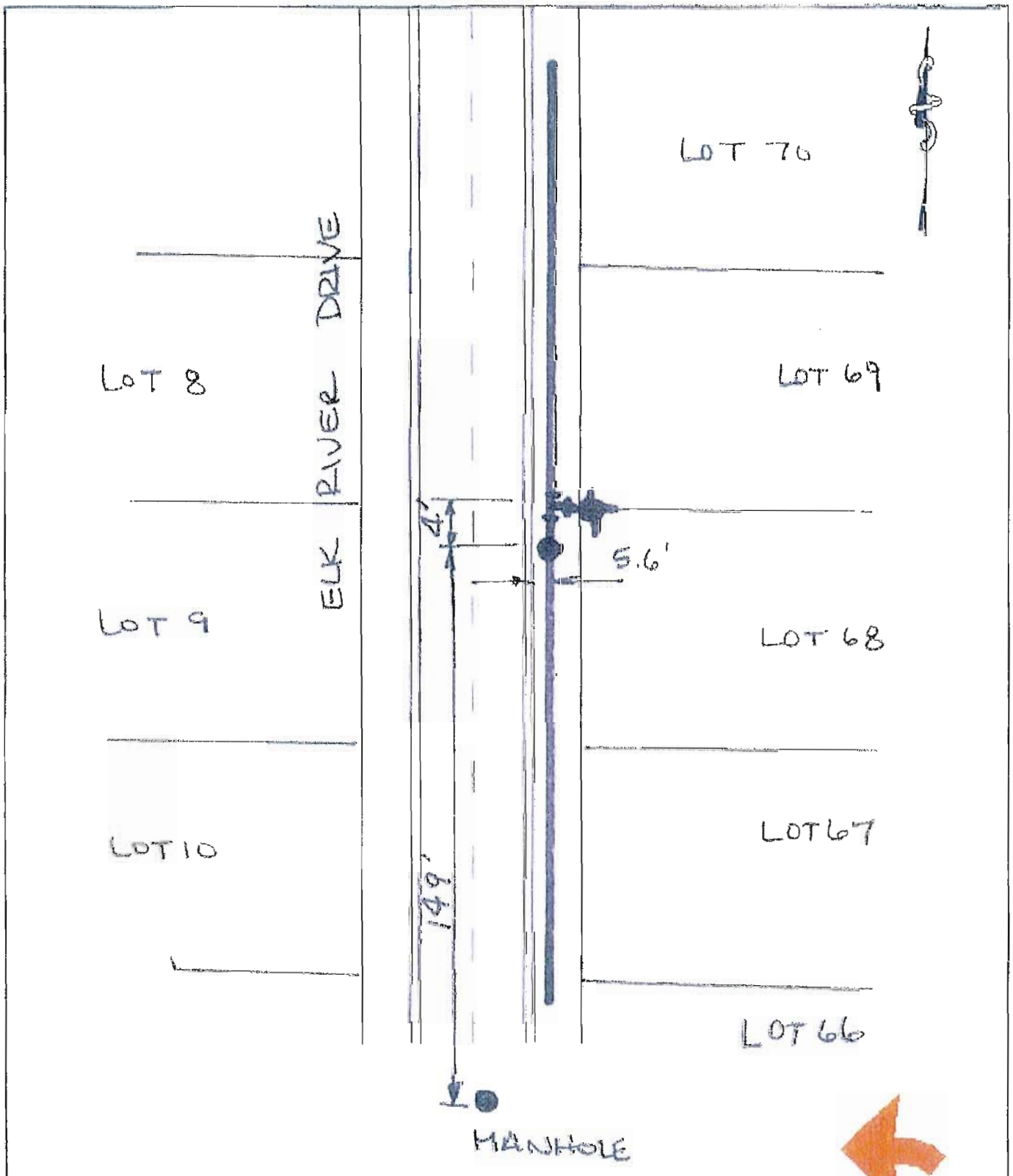



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 357

BACK TO KEY MAP

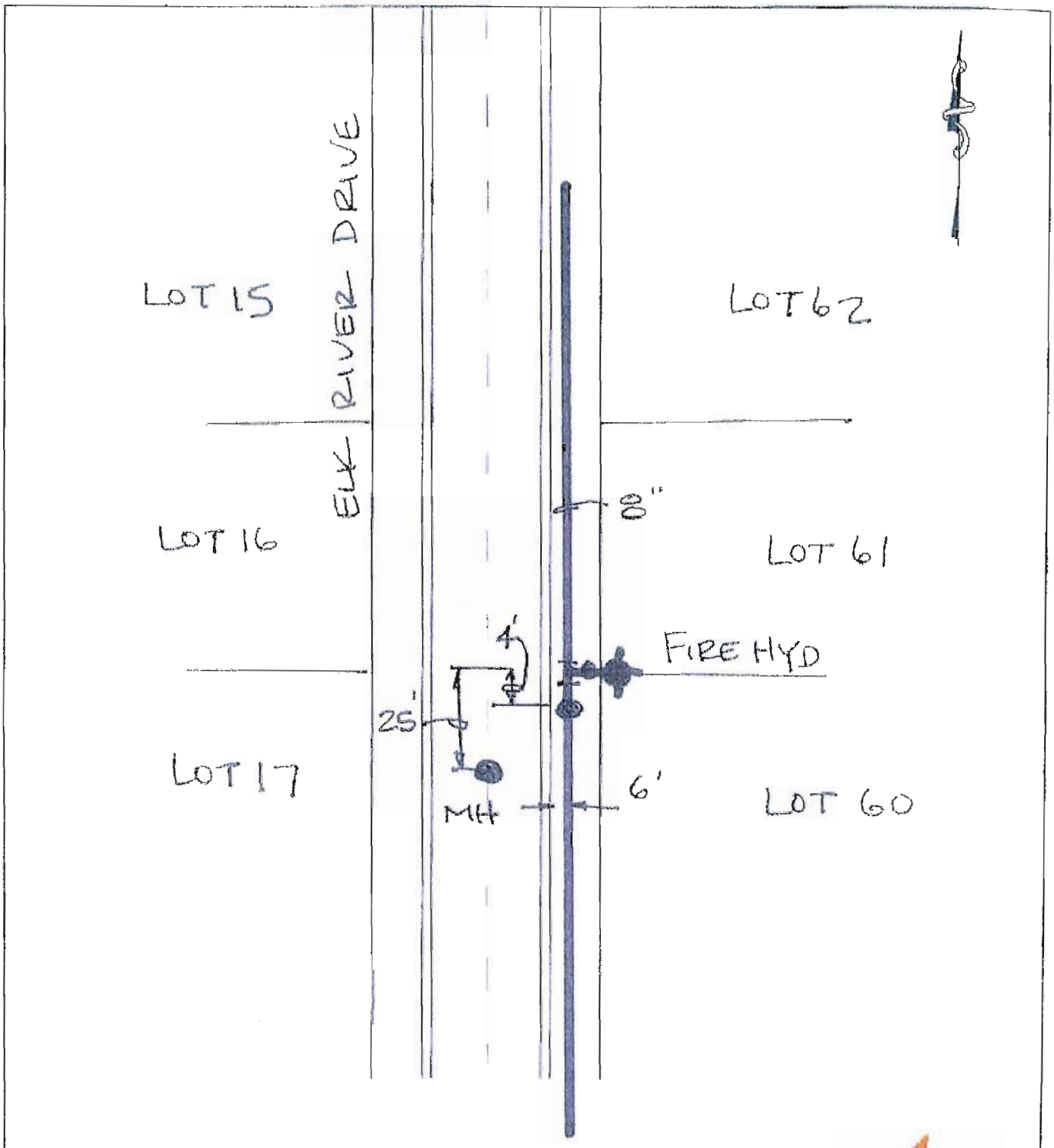



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 358

BACK TO KEY MAP

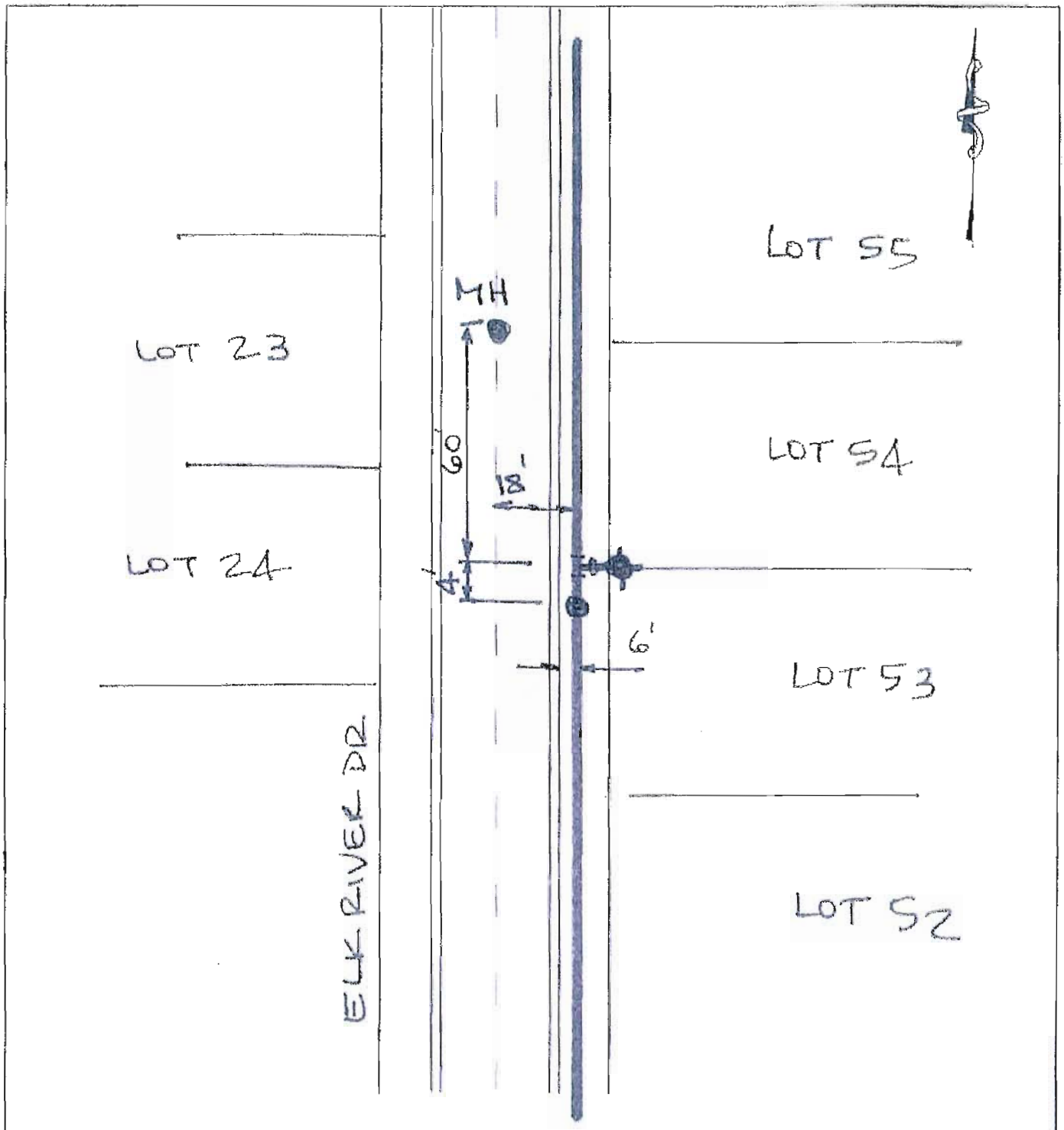



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 359

BACK TO KEY MAP

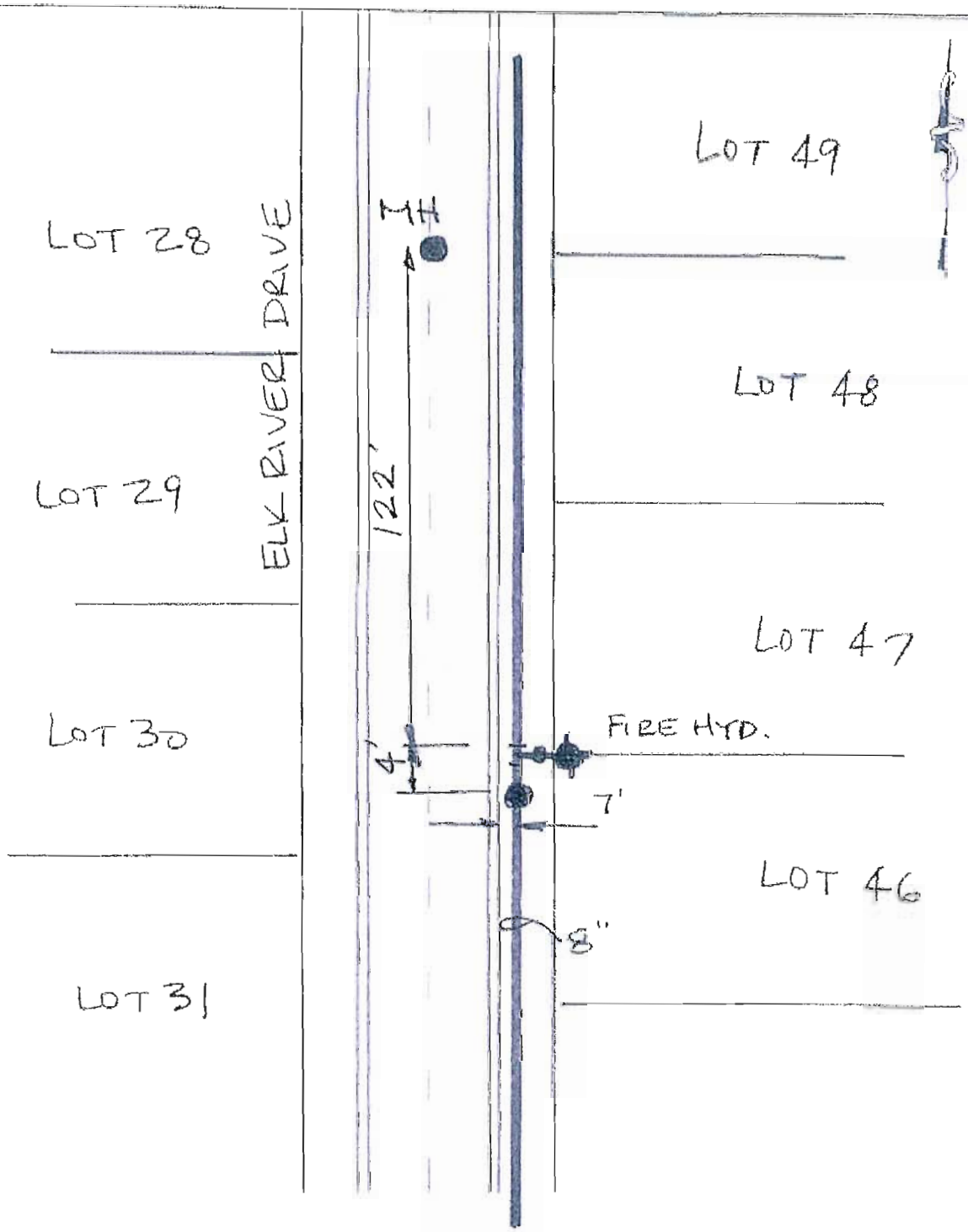



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-5 SHEET 360

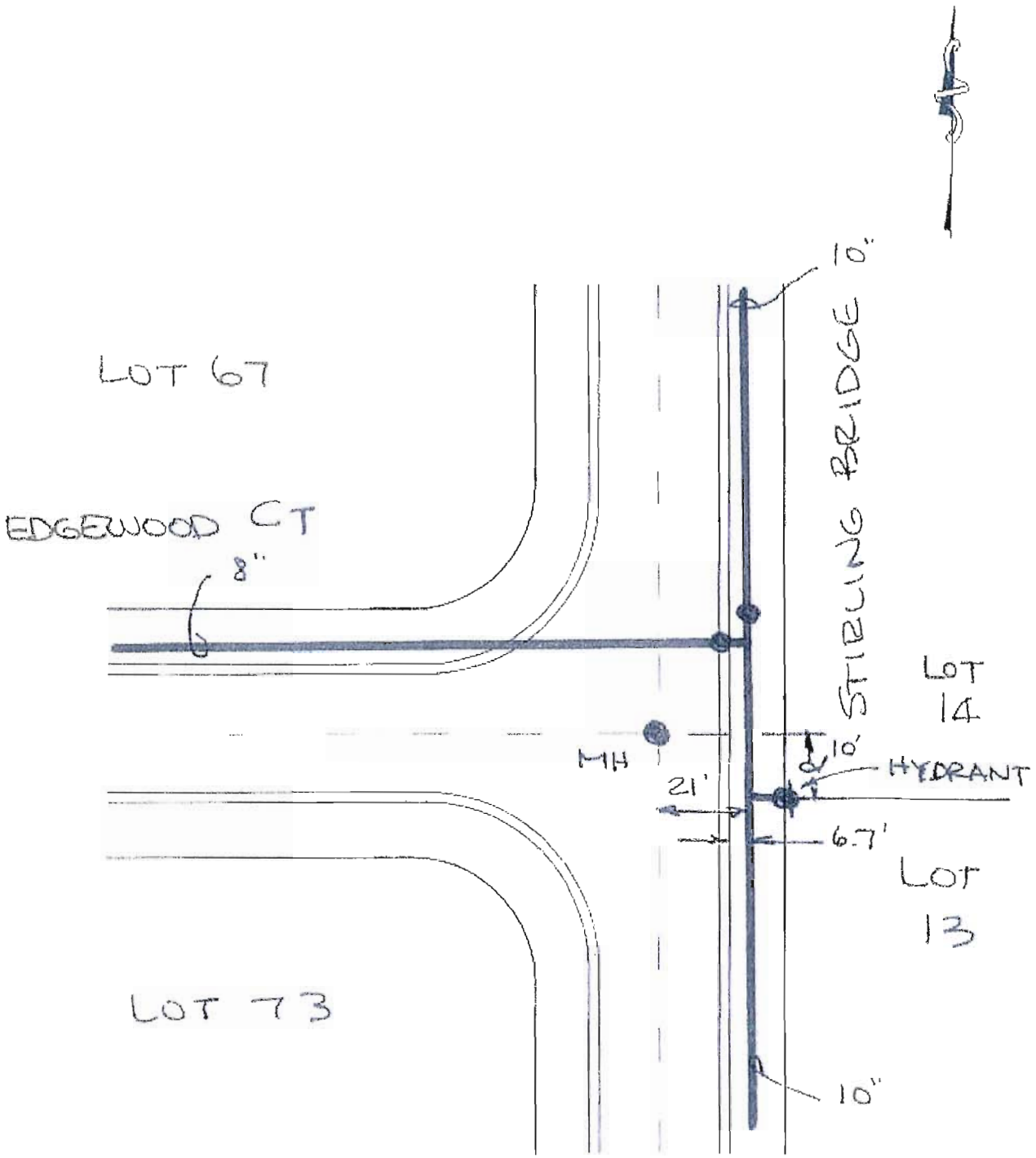



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 24F-5 SHEET 361

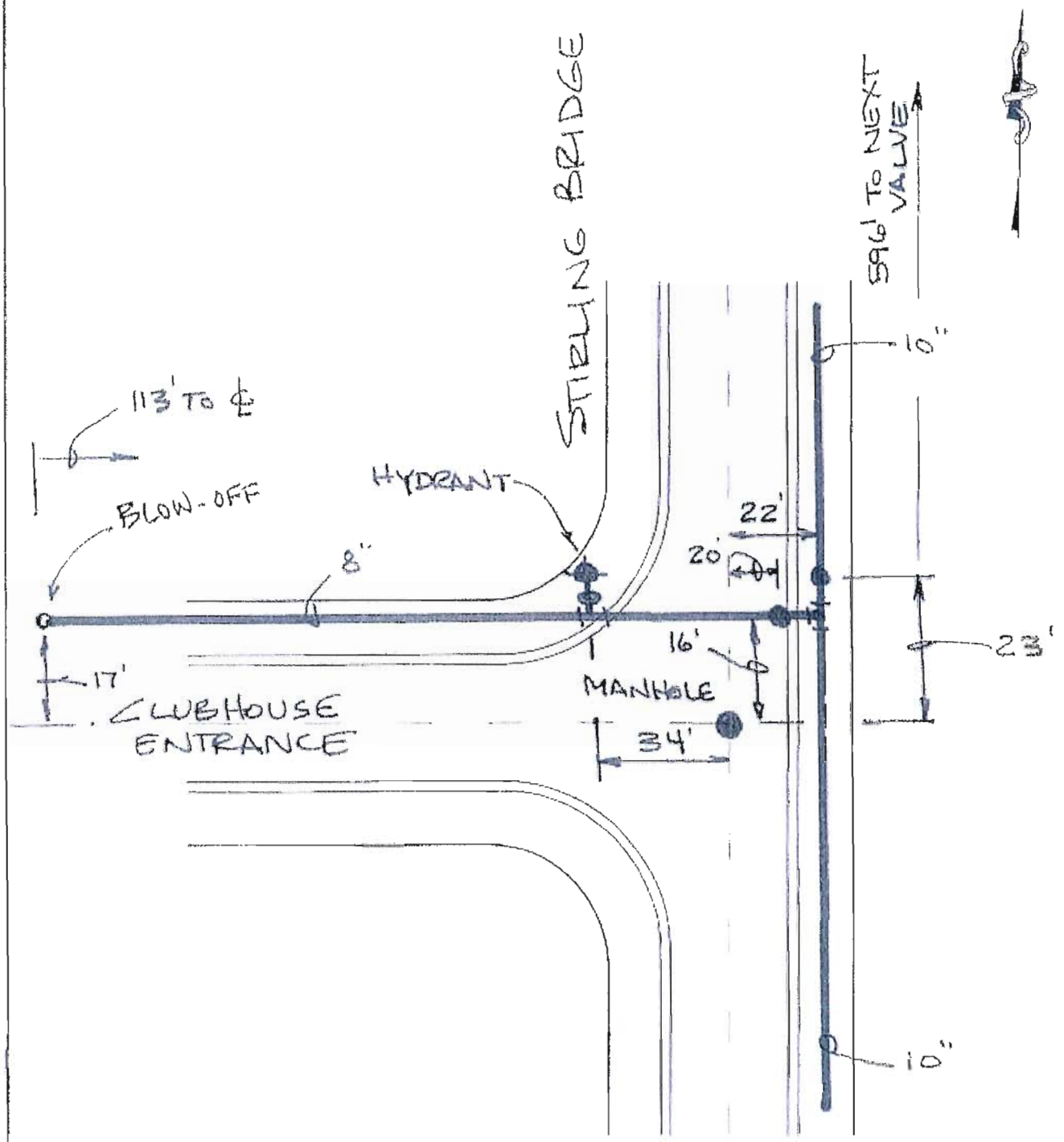



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-6 SHEET 376

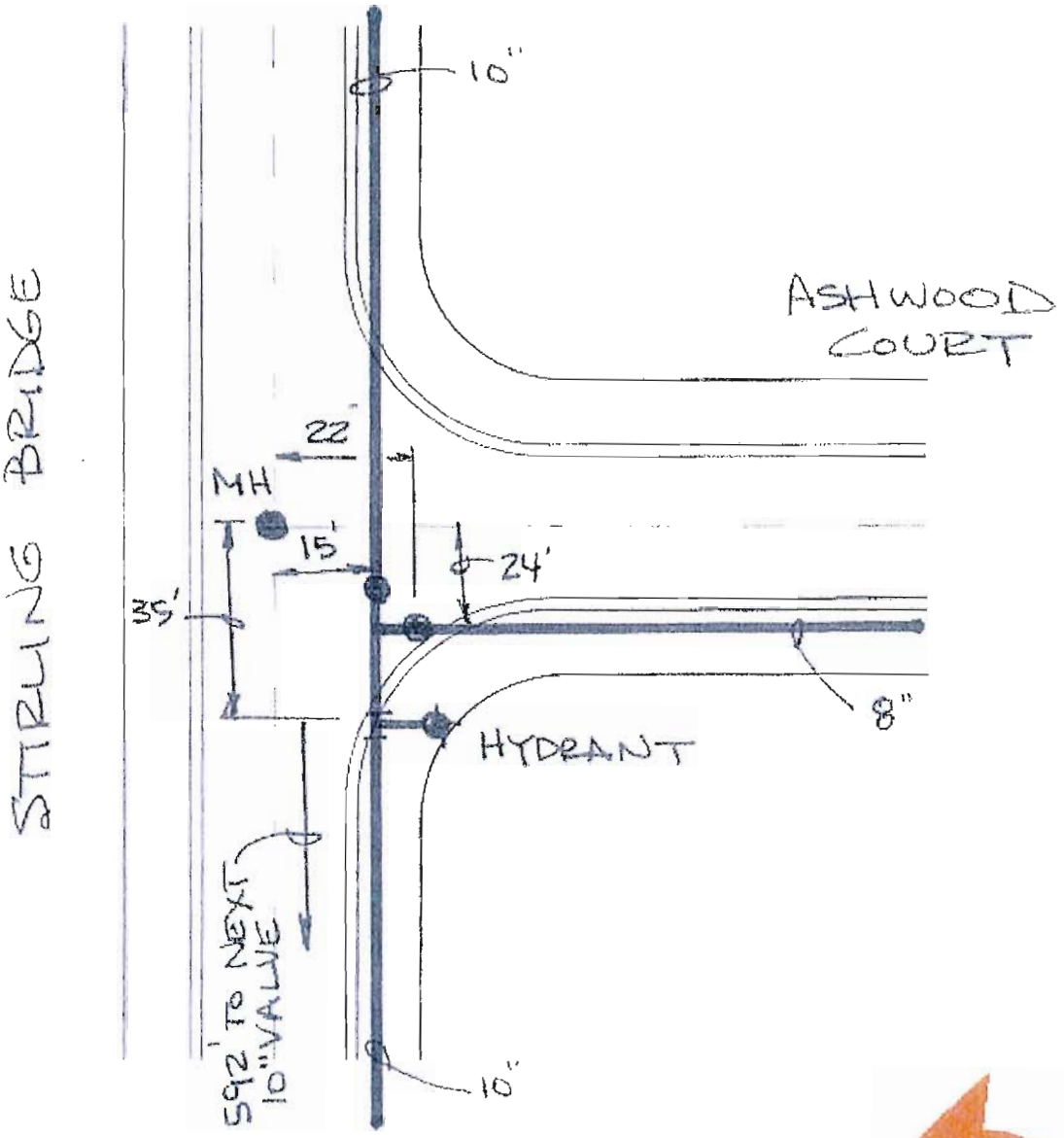



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY 2AF-6 SHEET 377

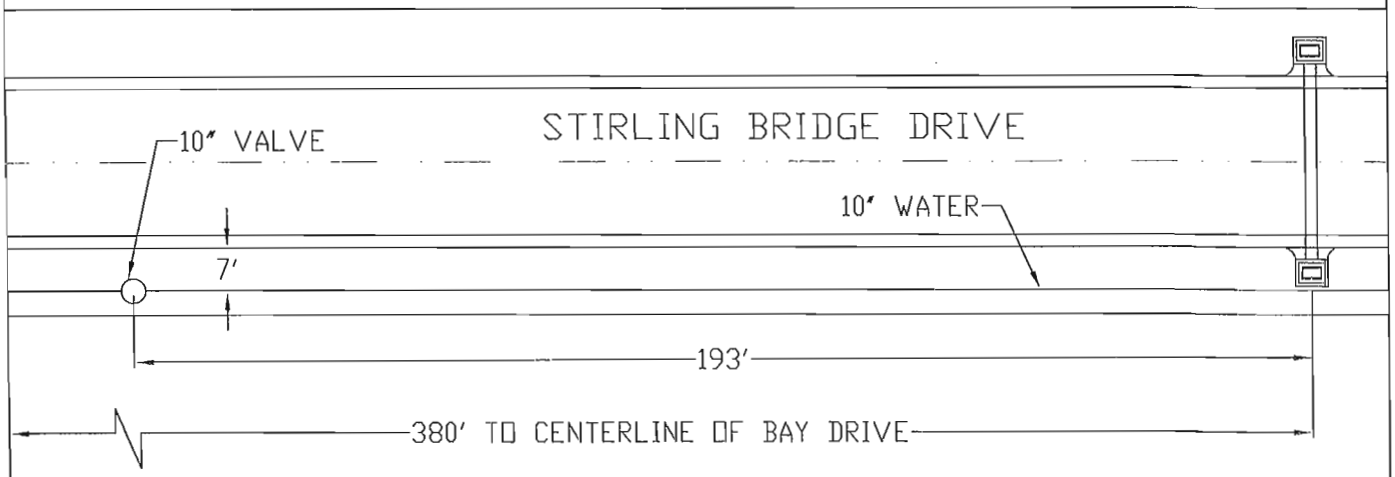



BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY ZAF-6 SHEET 378

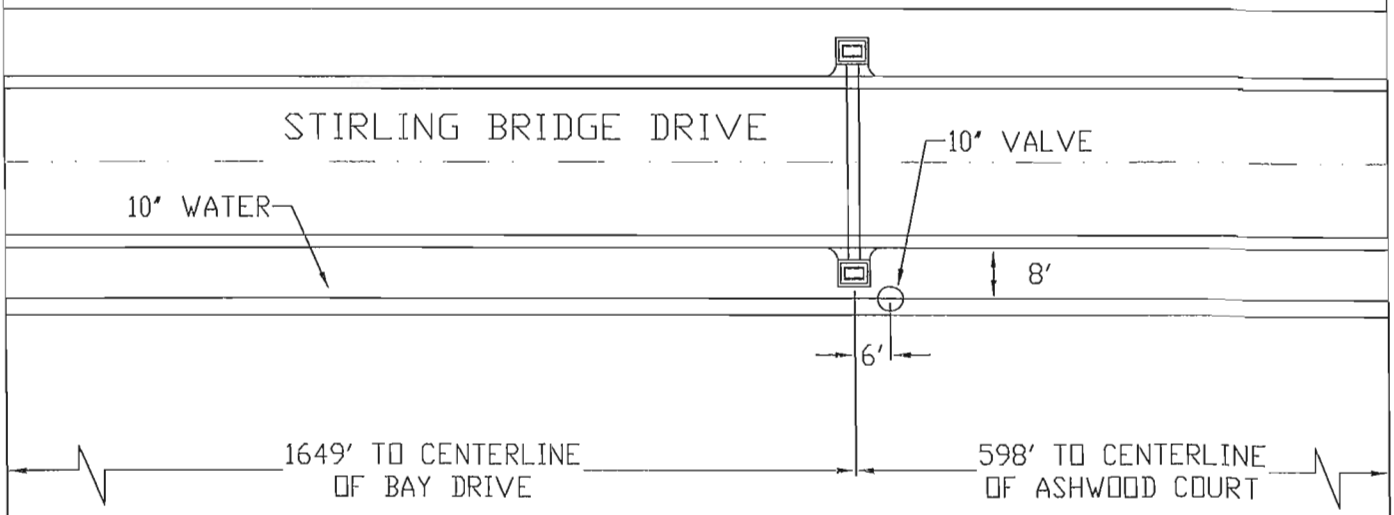



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION BAY 2E-V, 6 SHEET 379

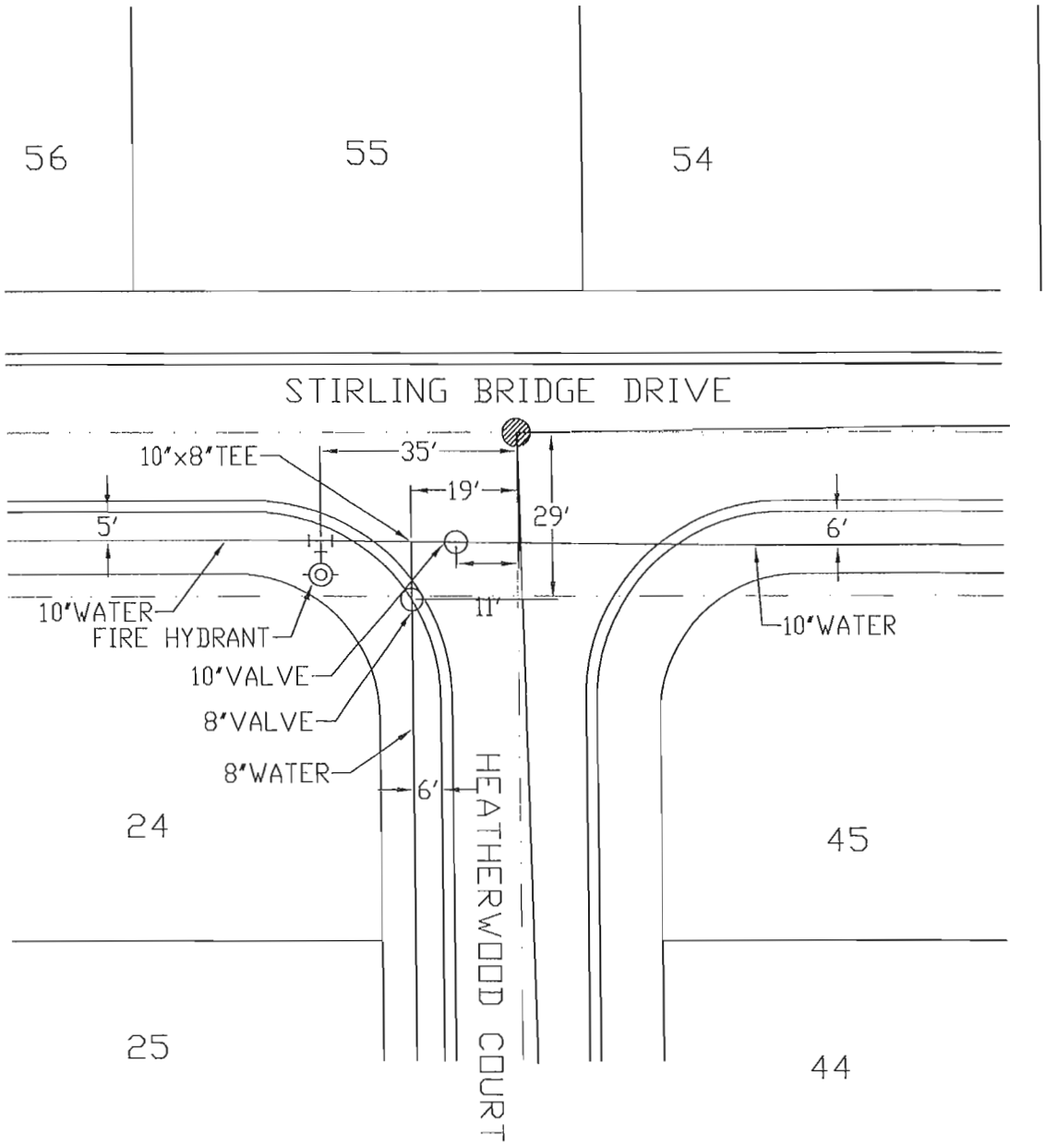



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION BAY 2E-V, 6 SHEET 380

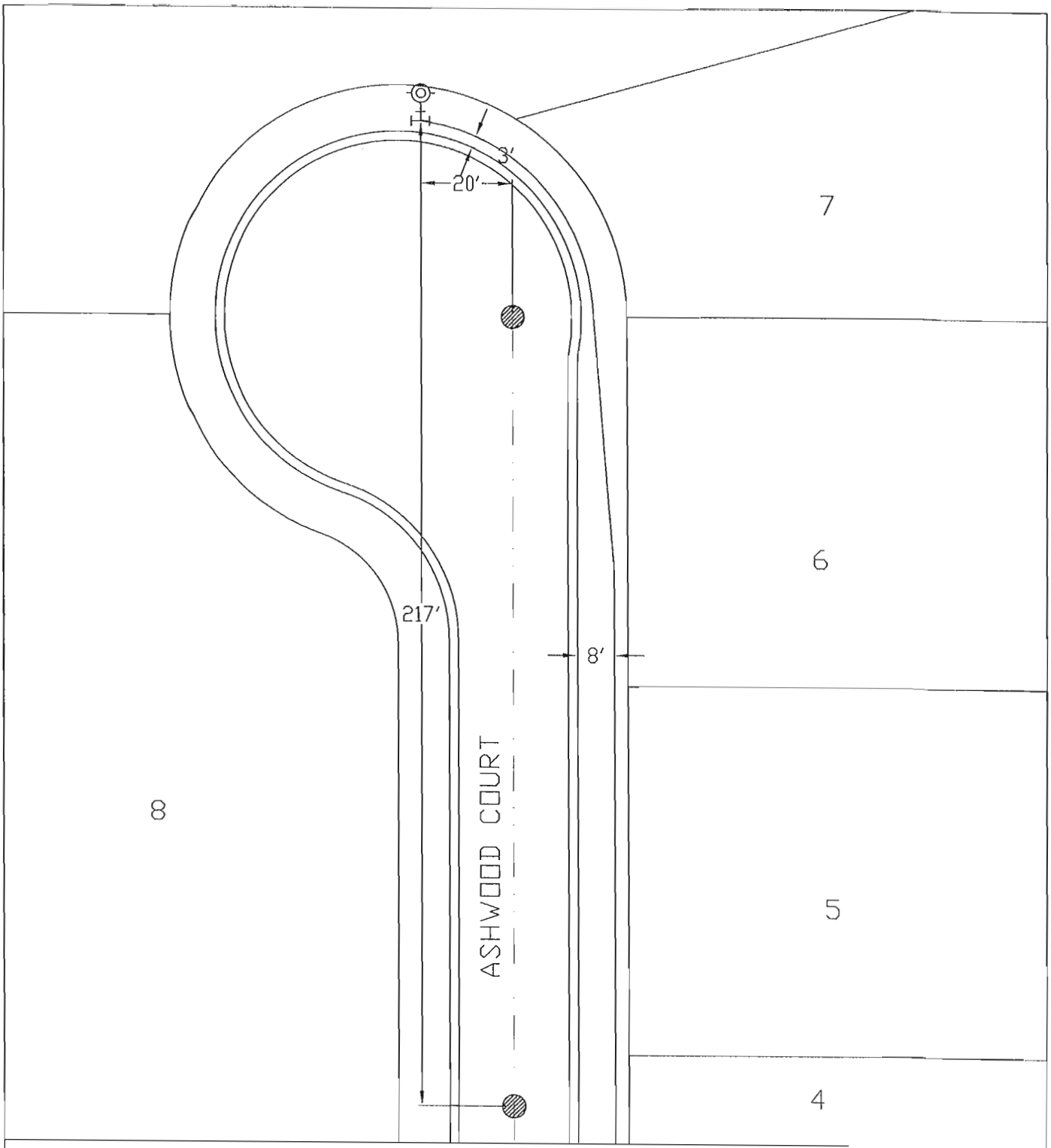



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION BAY 2A-F, 6 SHEET 381

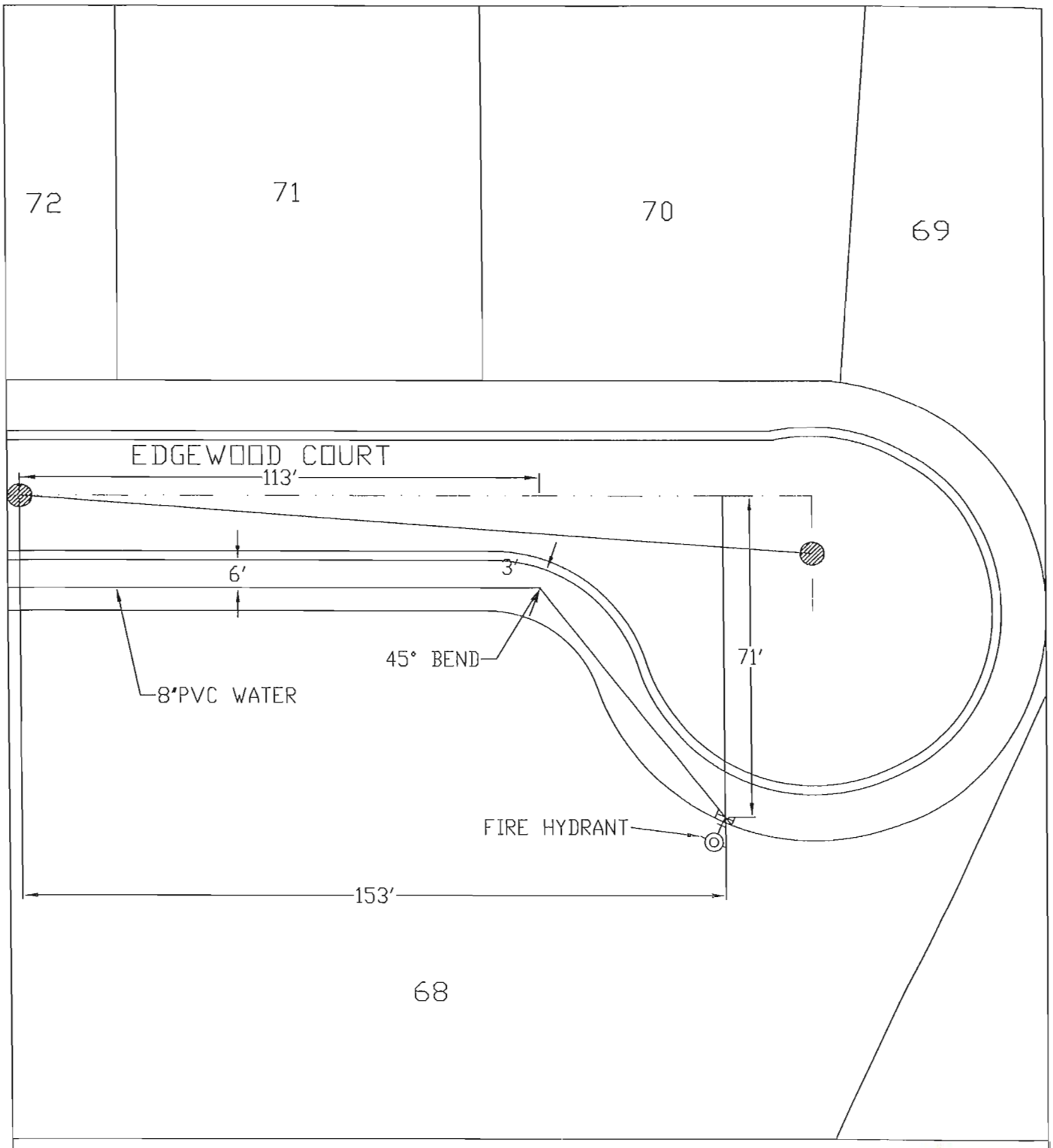



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION BAY 2A-F, 6 SHEET 382

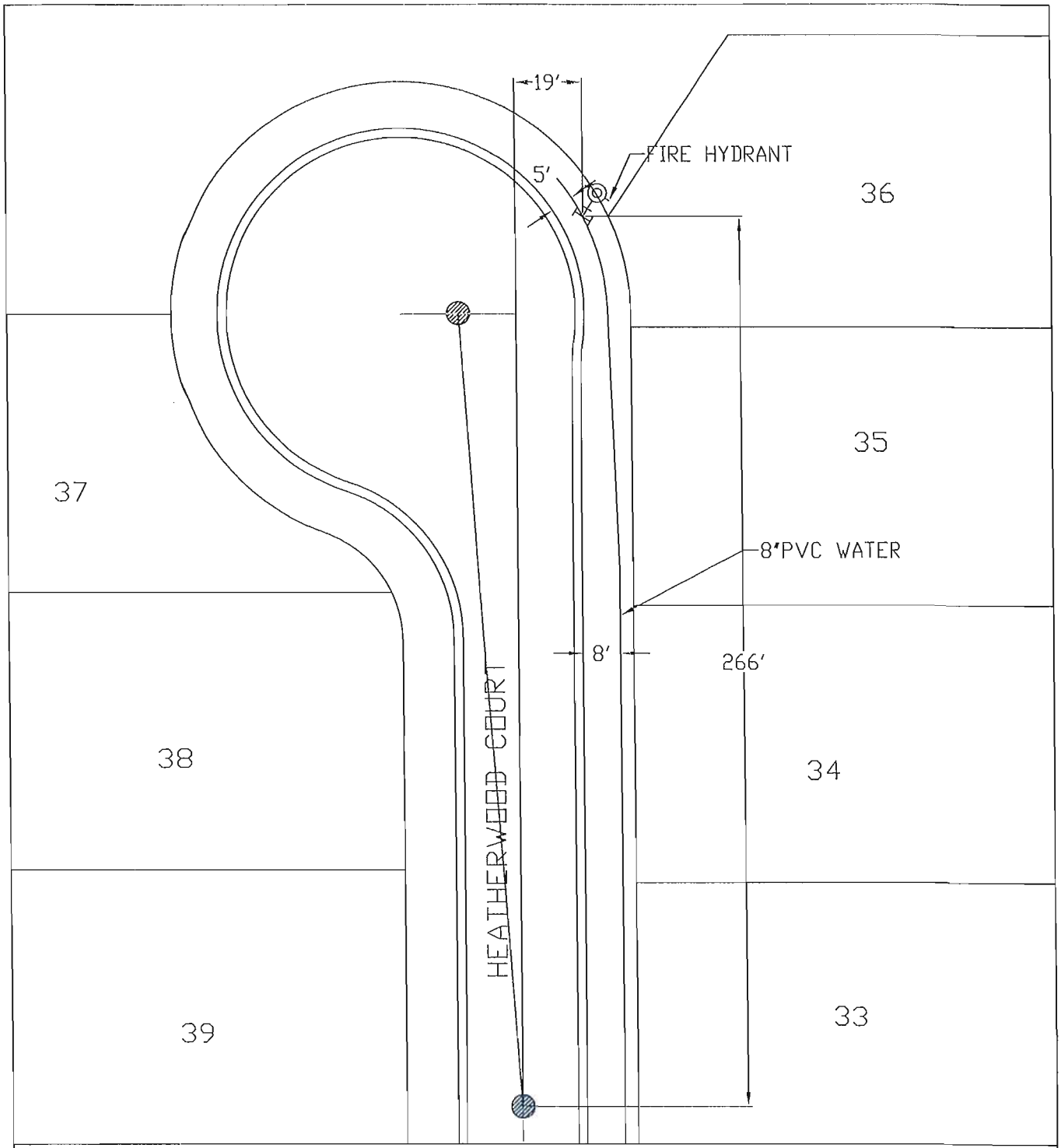



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION BAY 2A-F, 6 SHEET 383

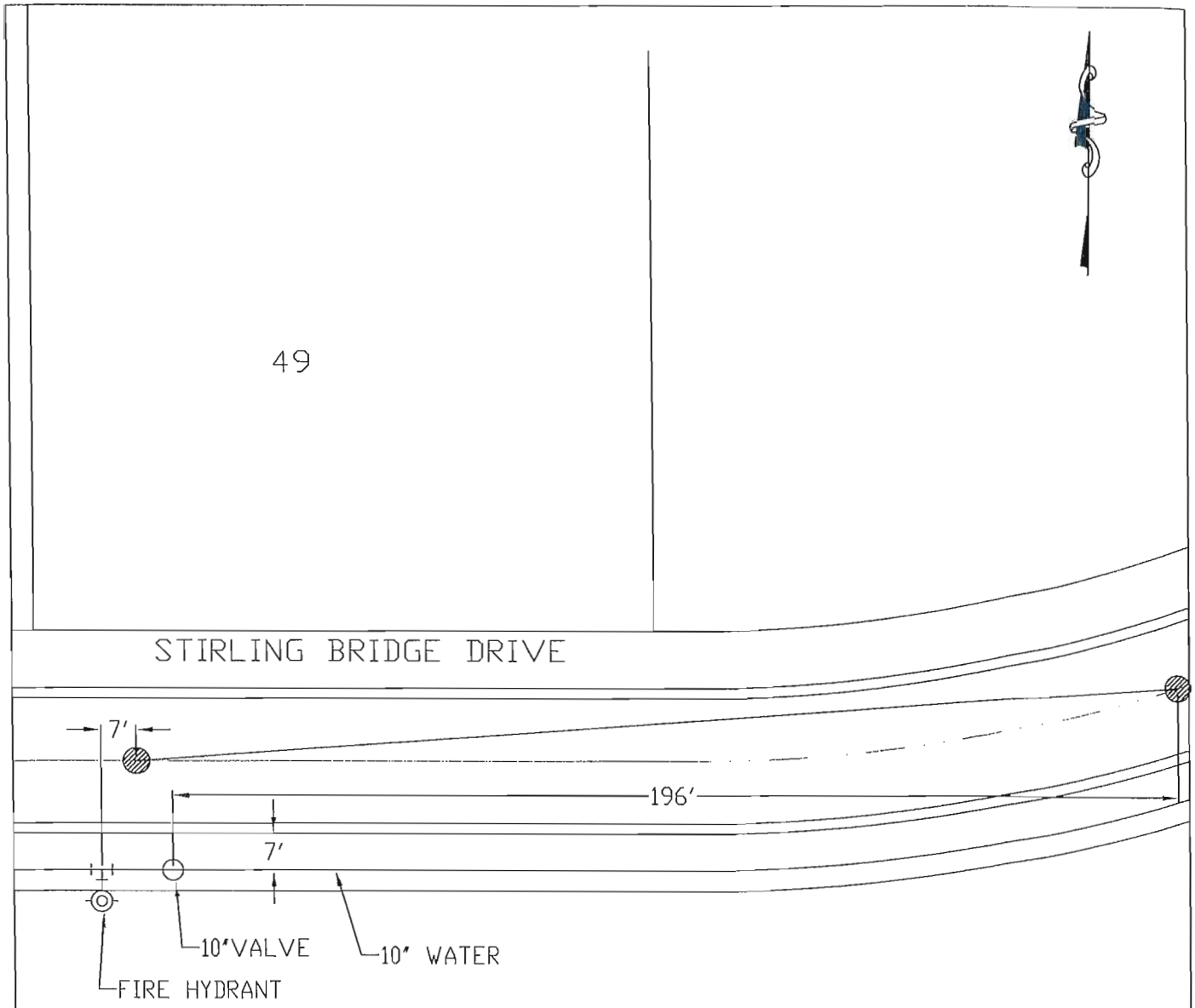



# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION BAY 2A-F, 6 SHEET 384

BACK TO KEY MAP

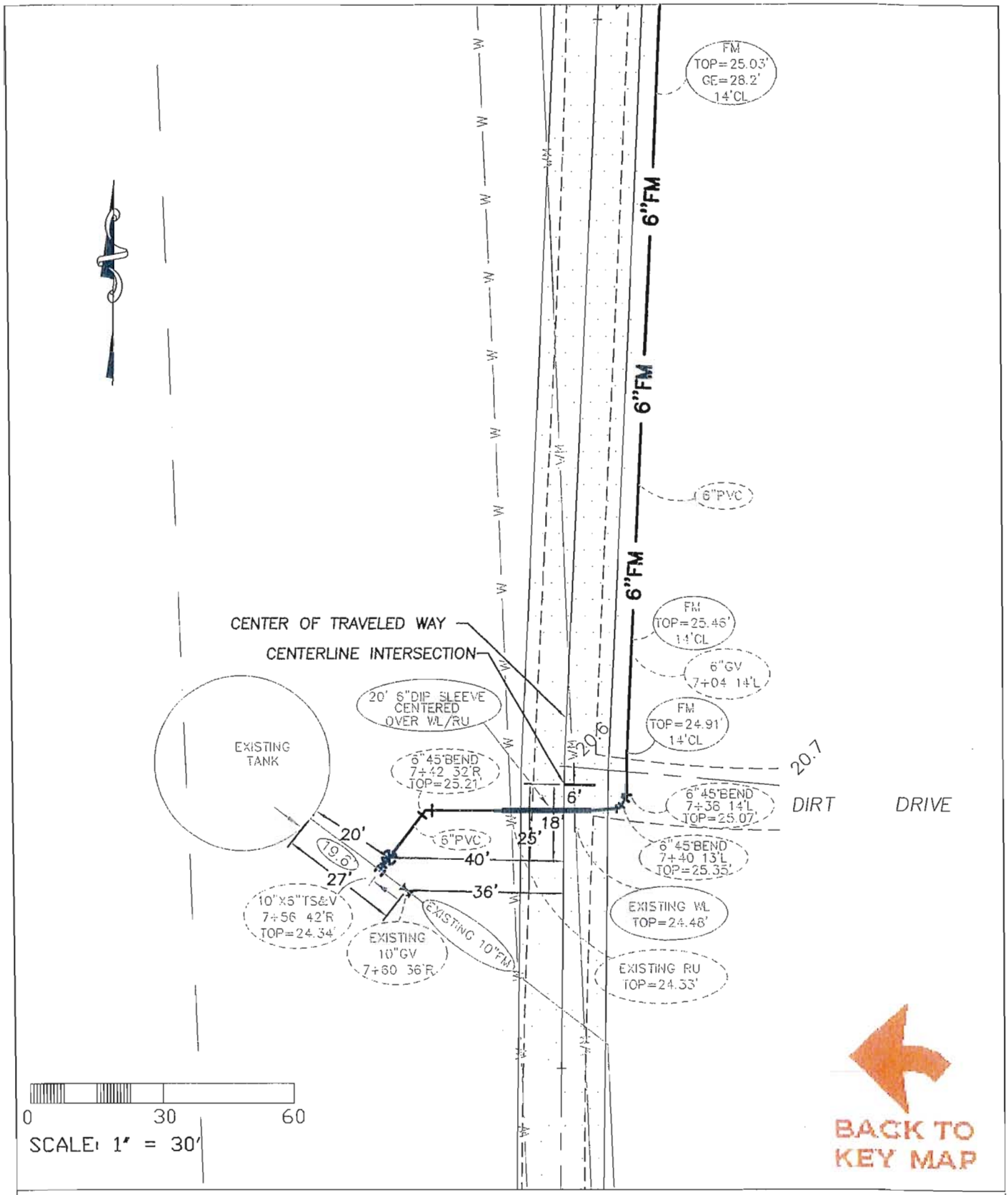



BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

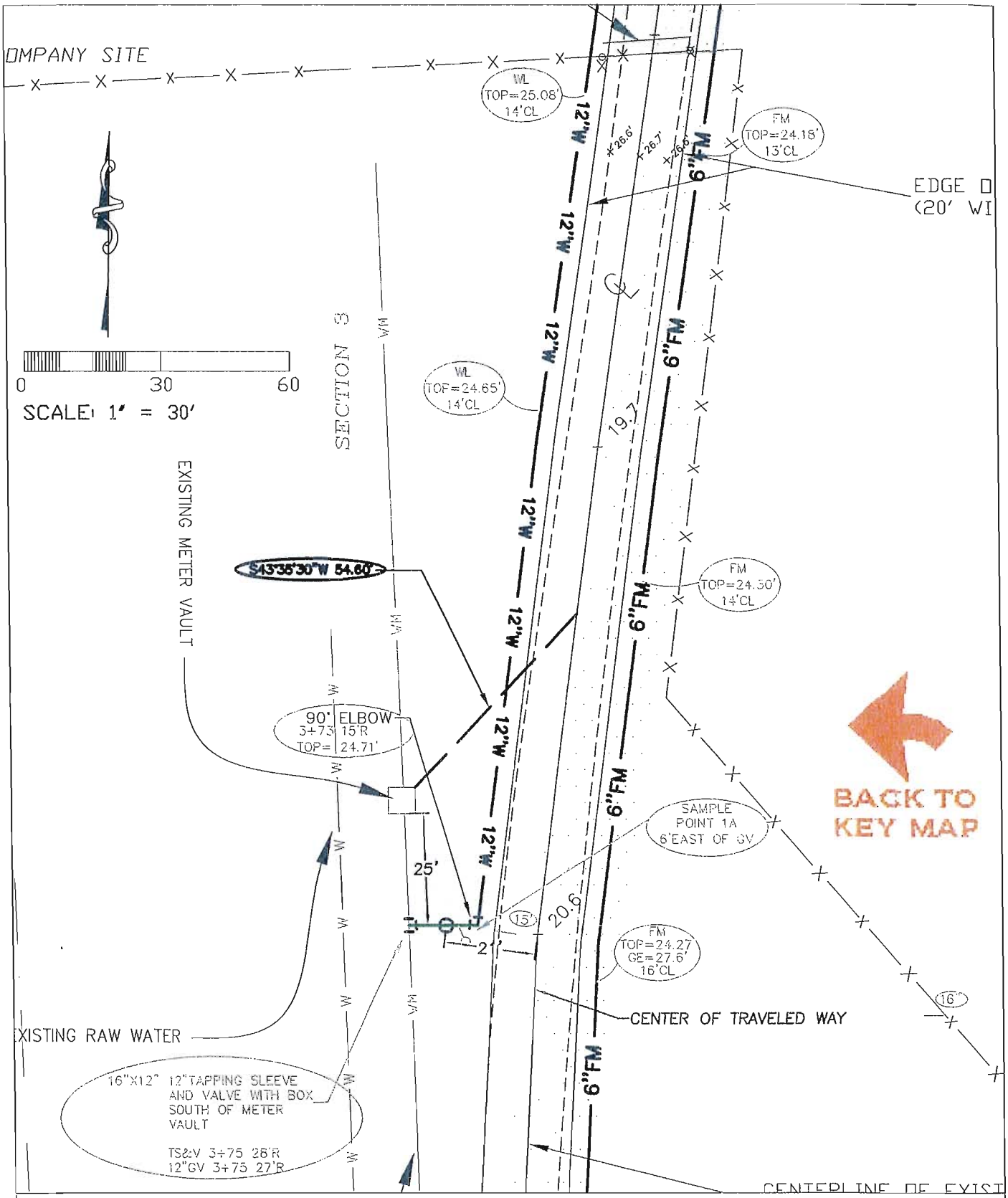
COMMUNITY PLANTATION BAY 2A-F, 6 SHEET 385




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

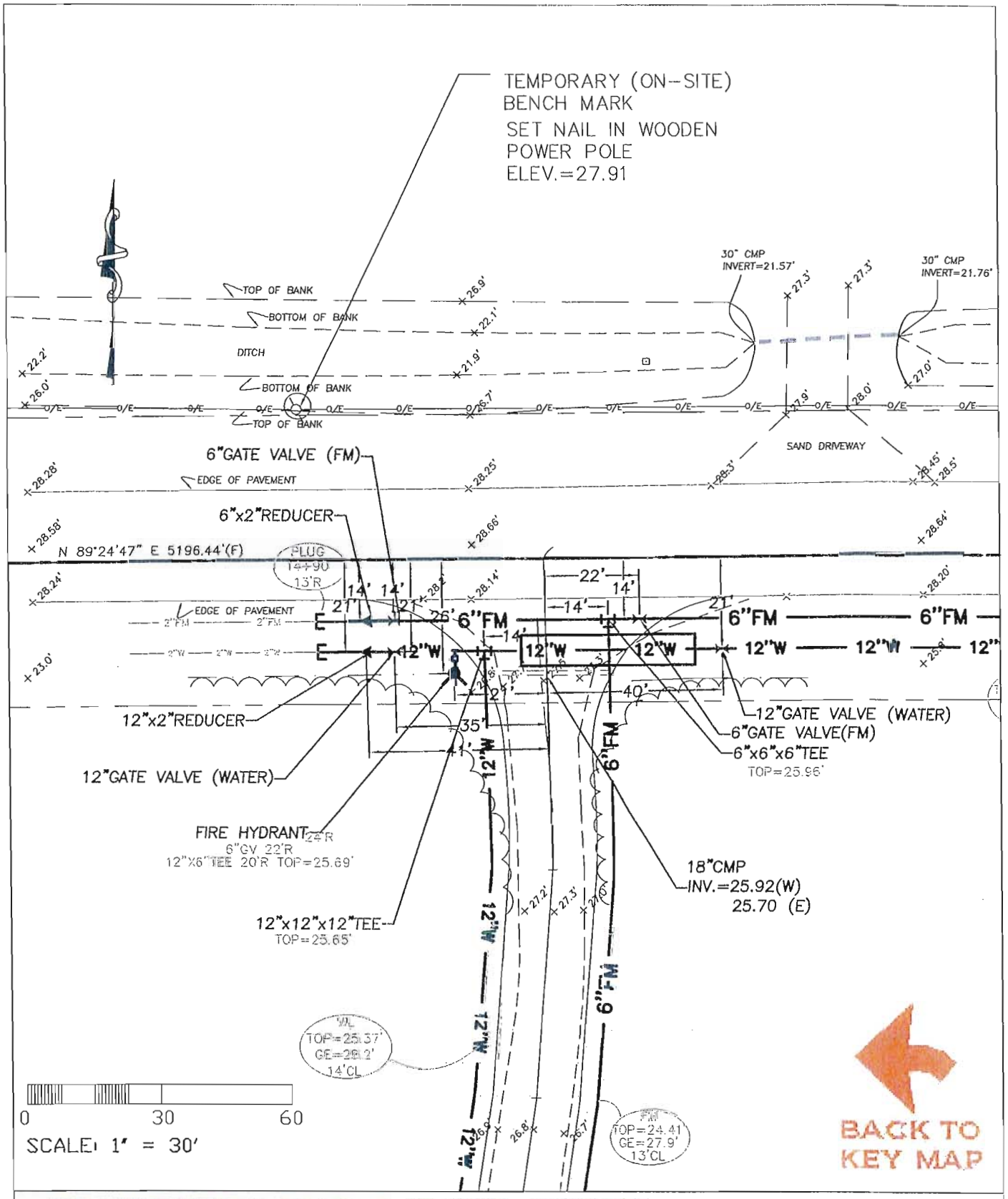
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-001




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

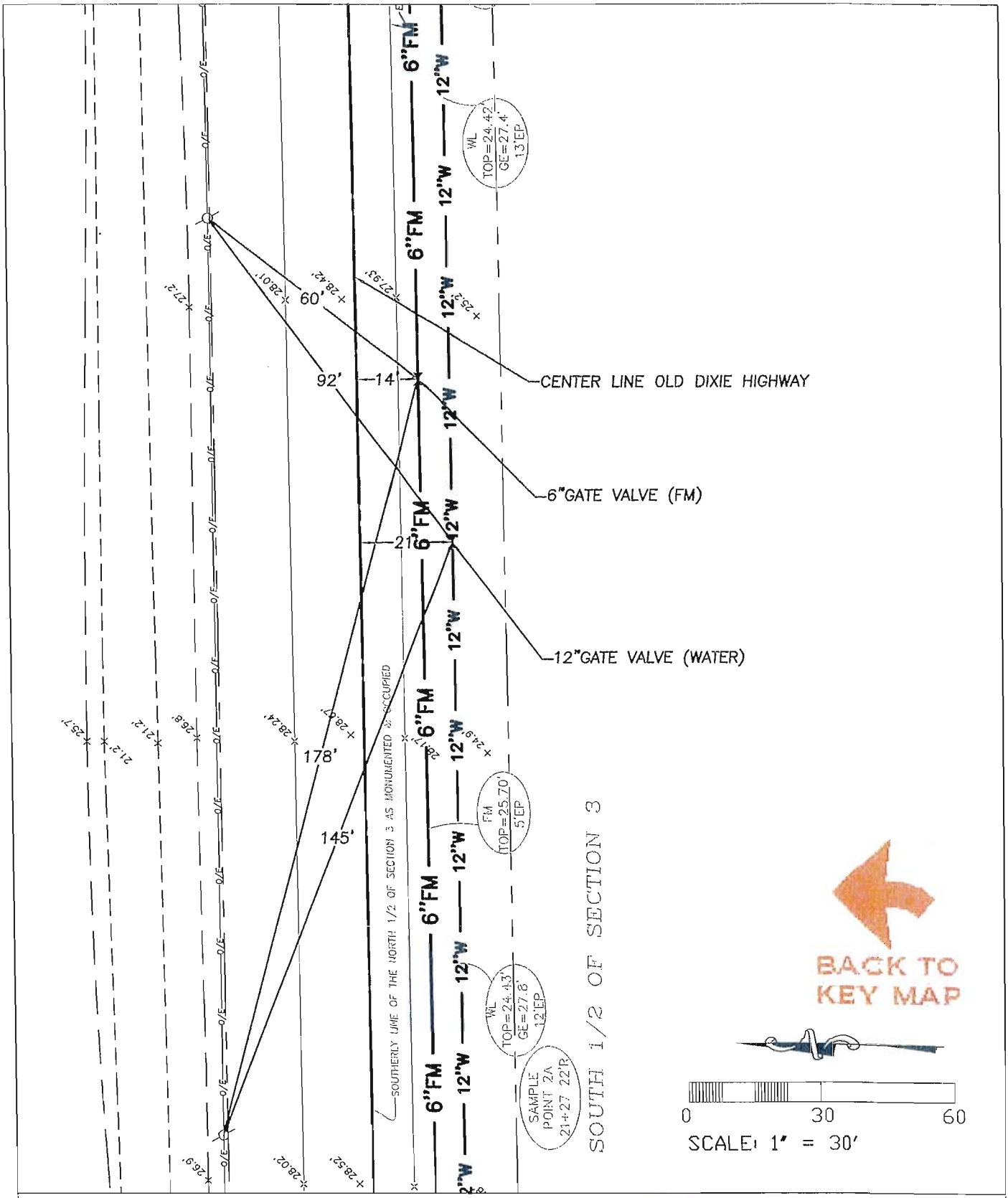
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-002




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

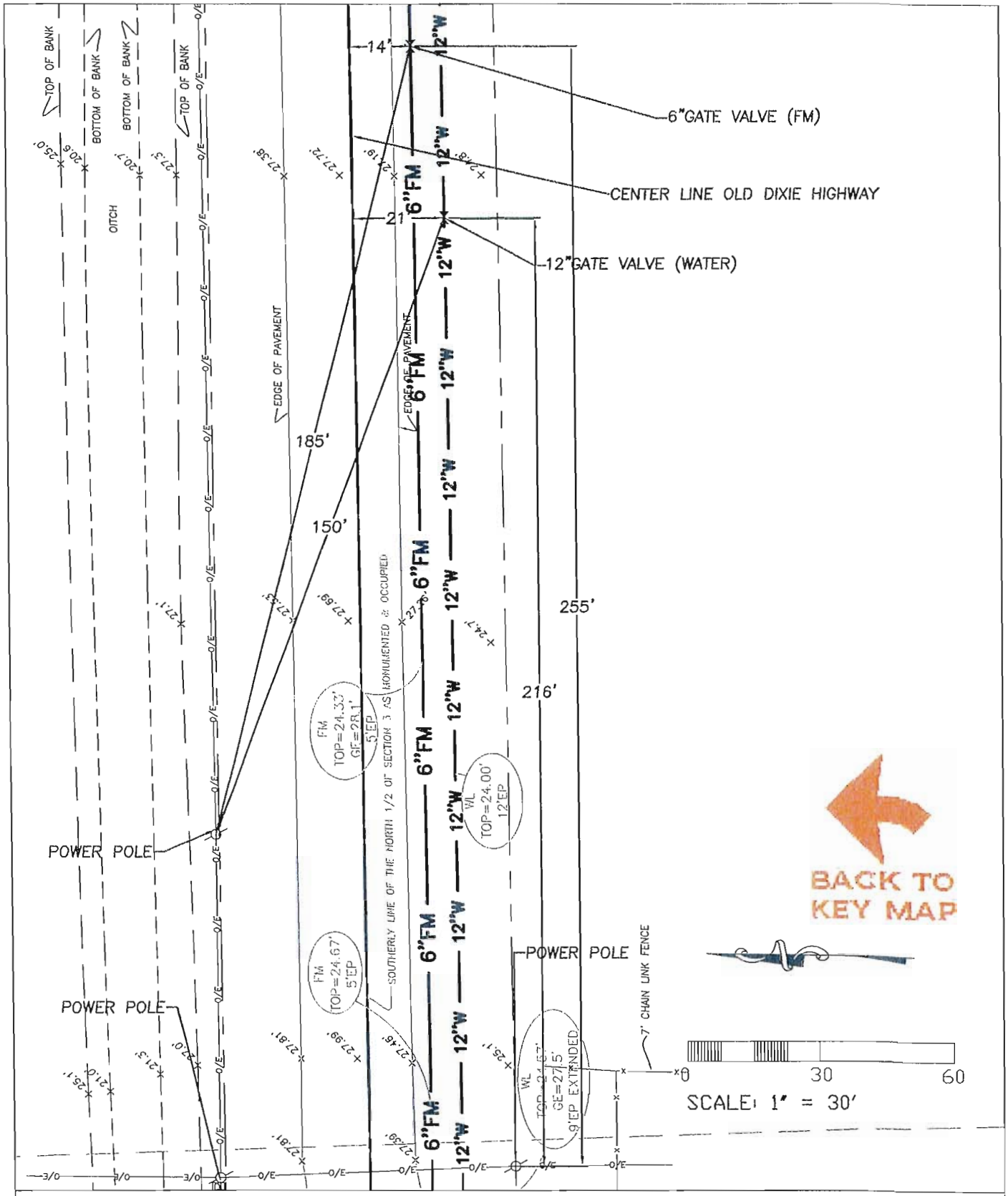
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-003




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

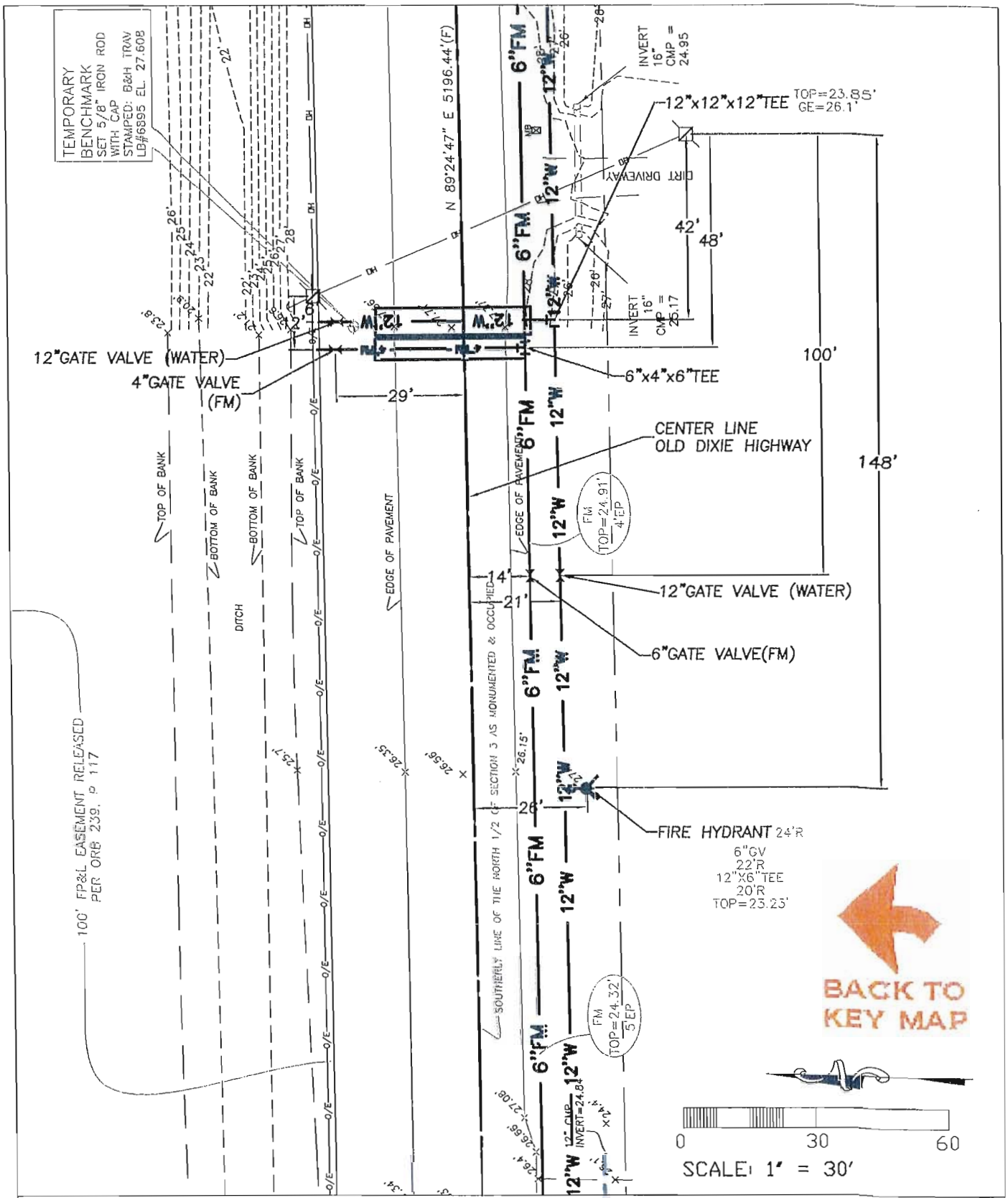
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-004




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

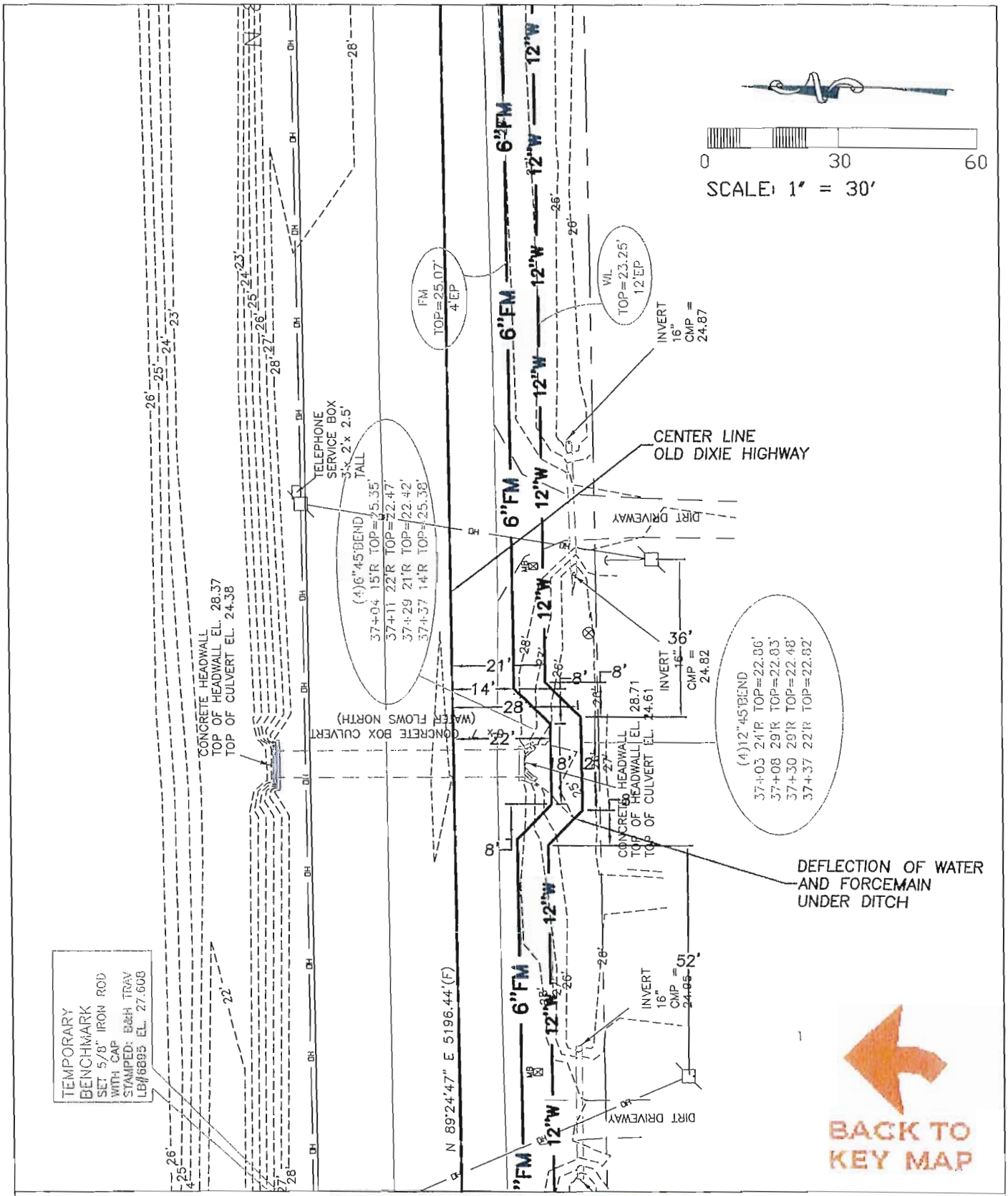
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-005




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

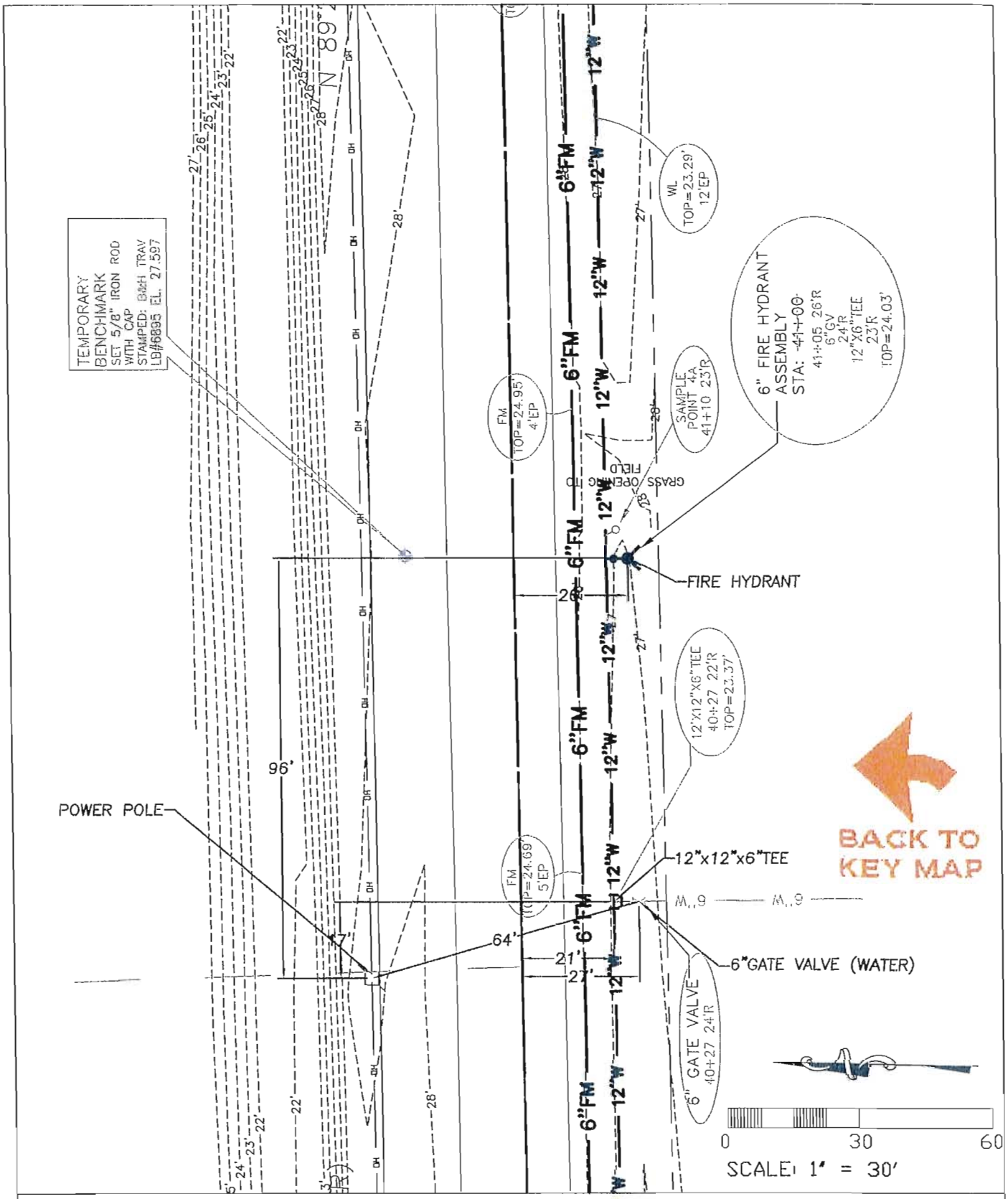
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-006




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

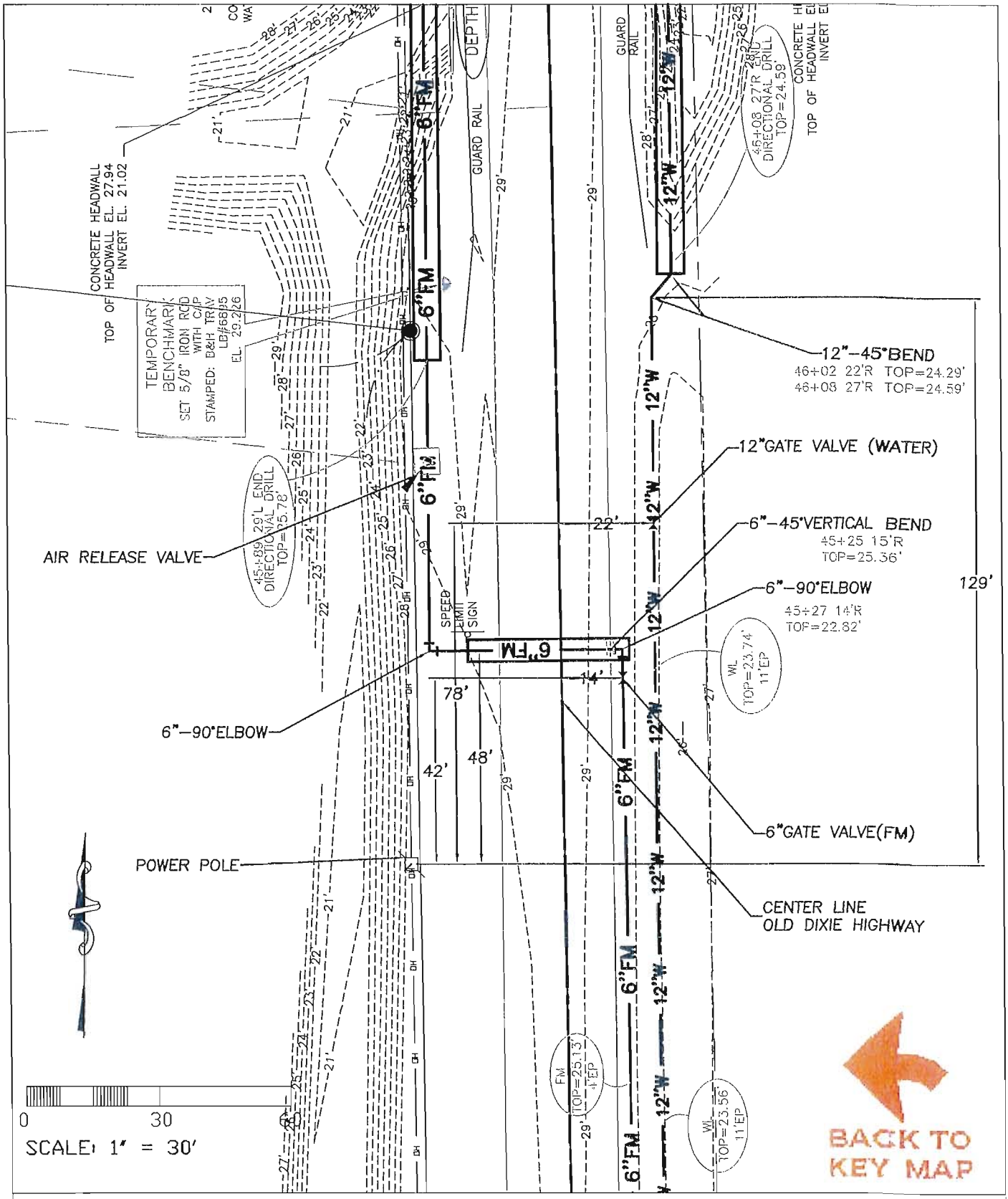
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-007




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

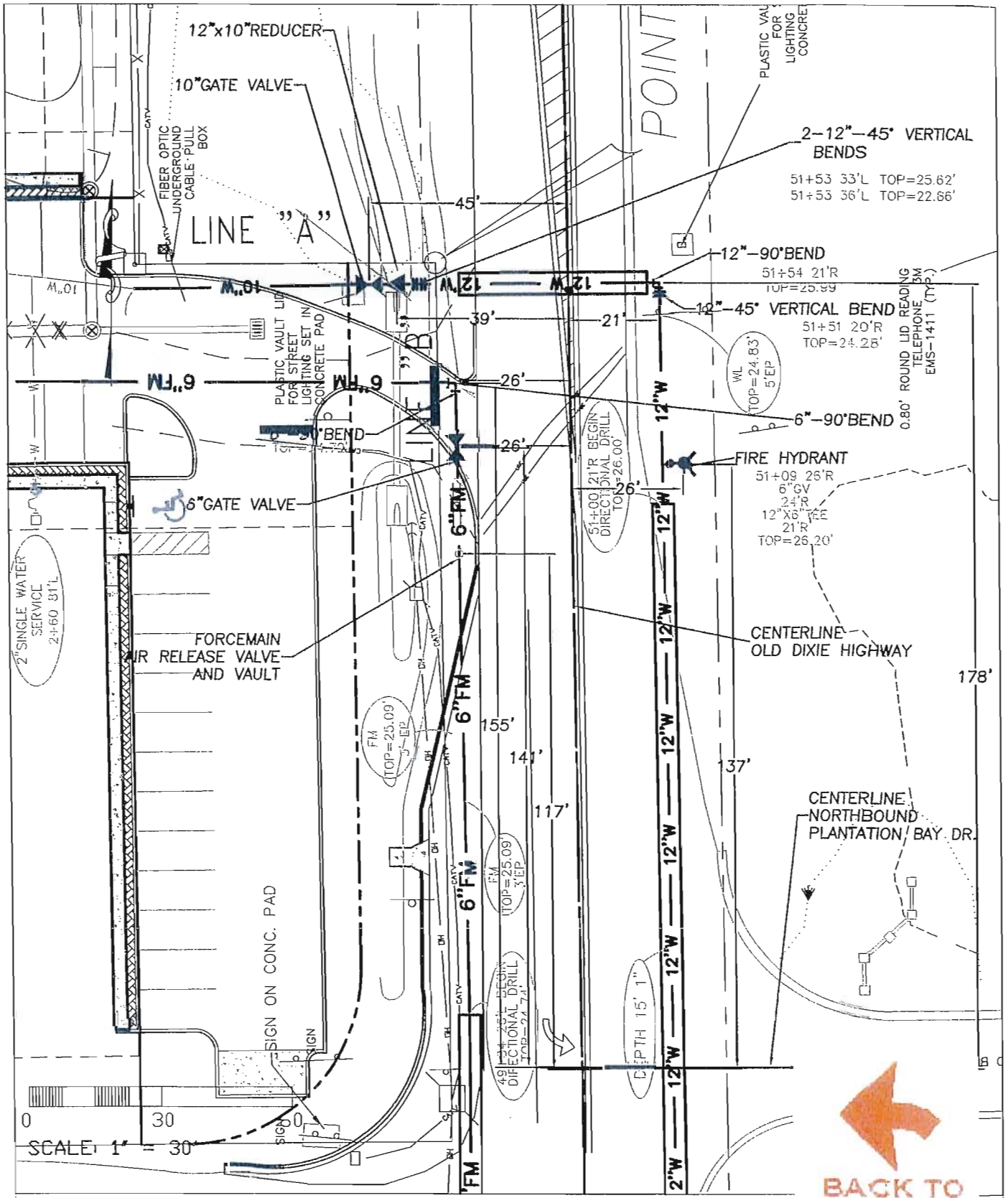
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-008




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

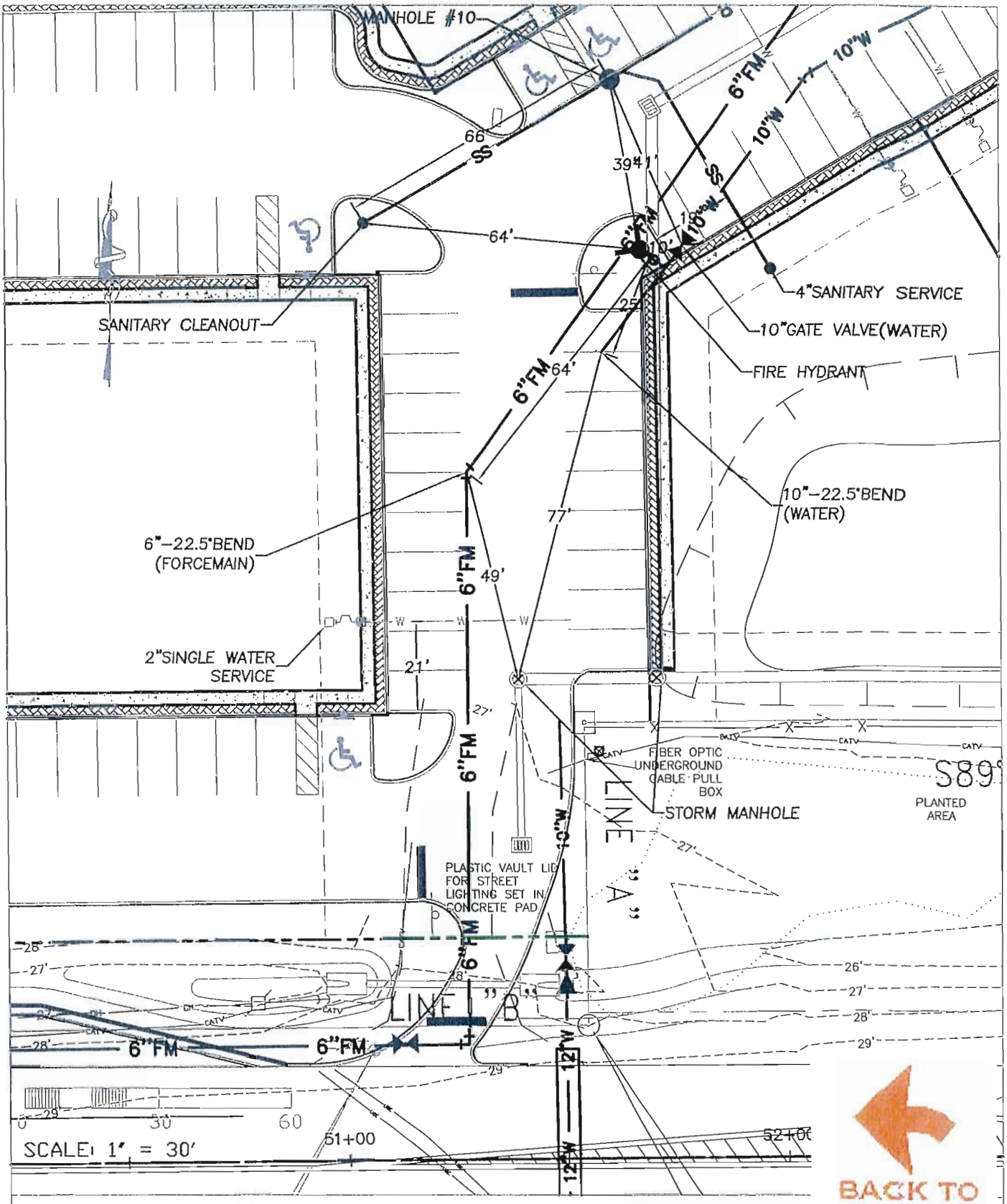
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-009




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

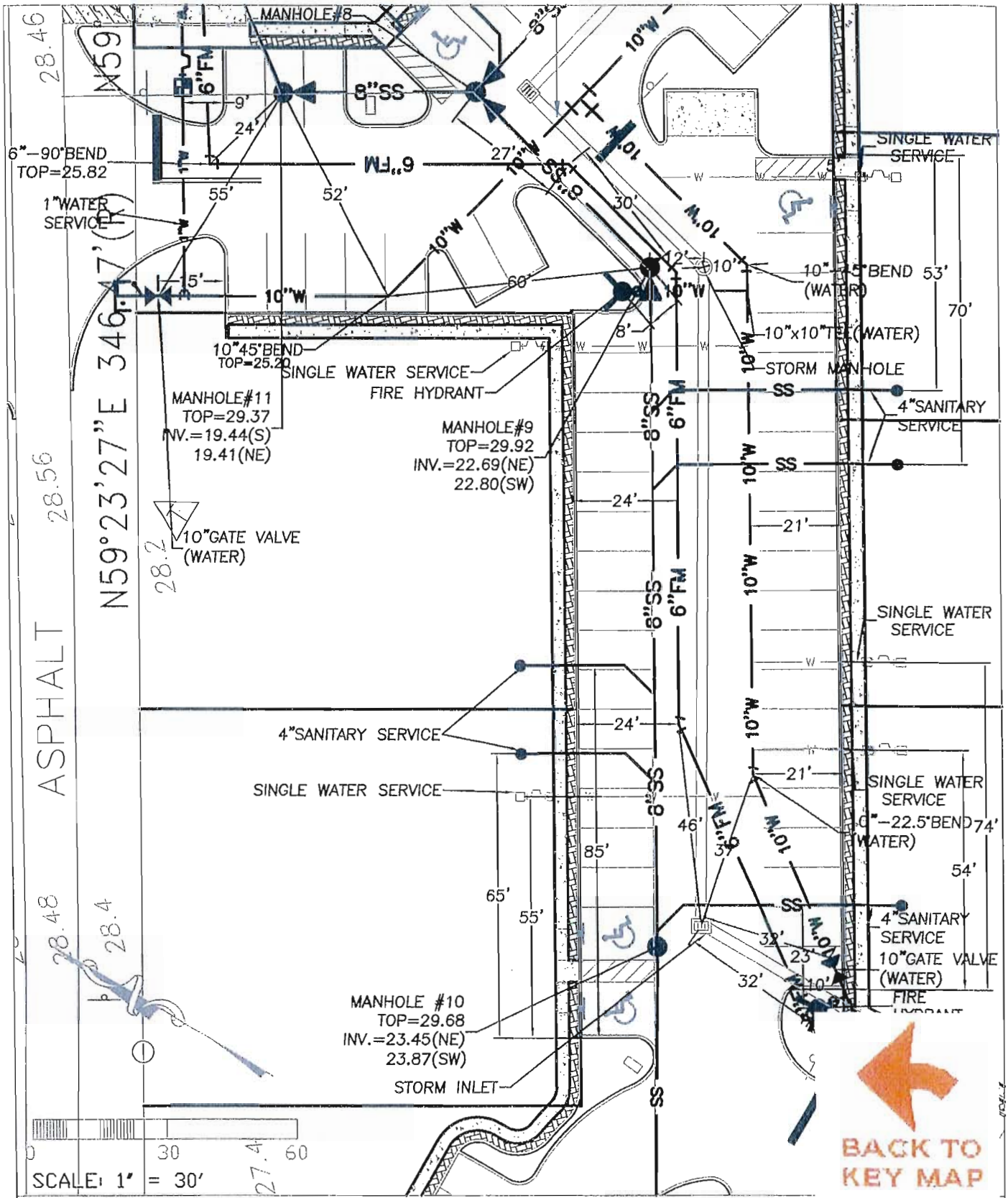
**COMMUNITY** UTILITIES PLANT/OLD DIXIE R/W **SHEET** 1-010




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

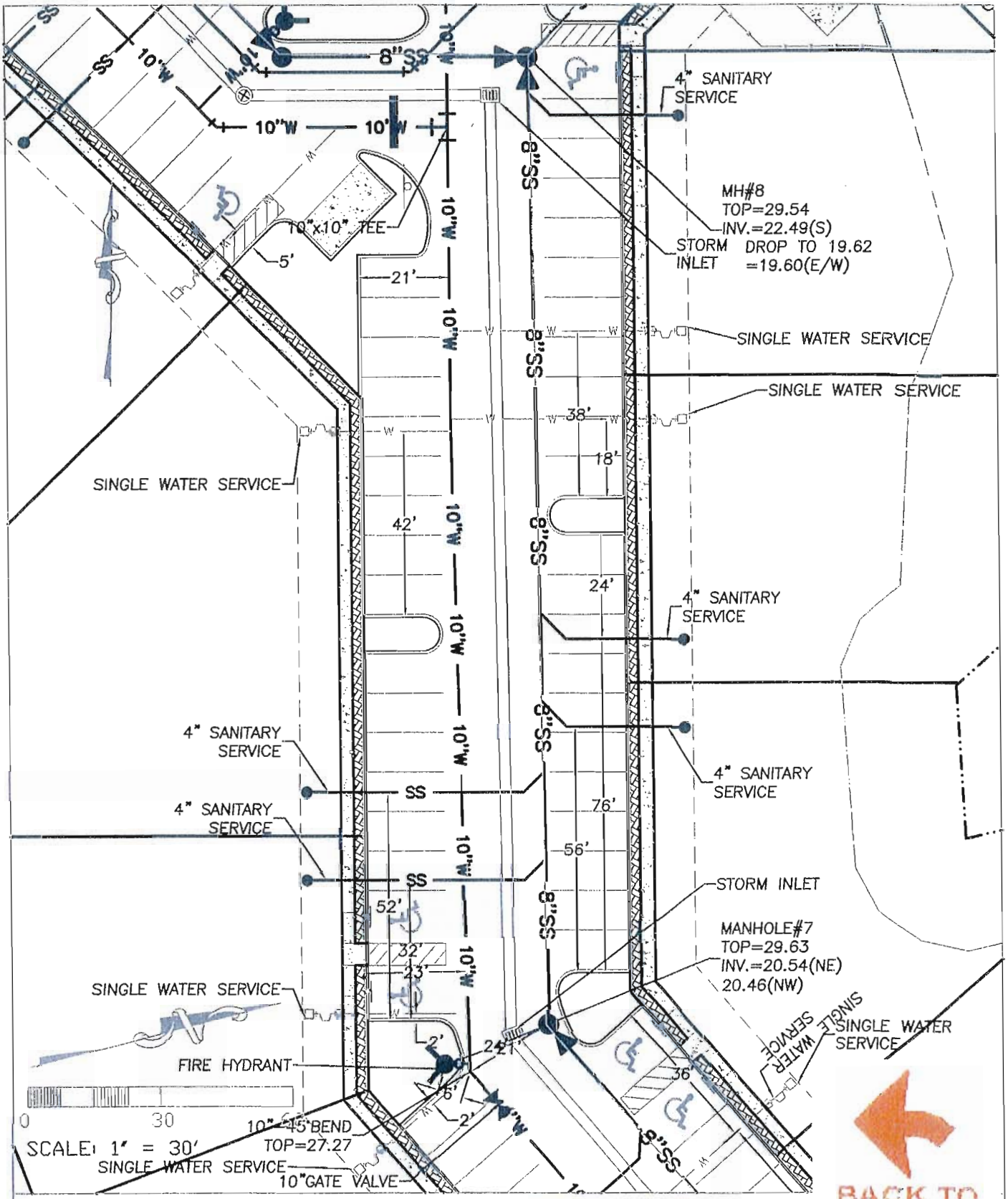
**COMMUNITY** DIXIE COMMONS **SHEET** 2-001




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

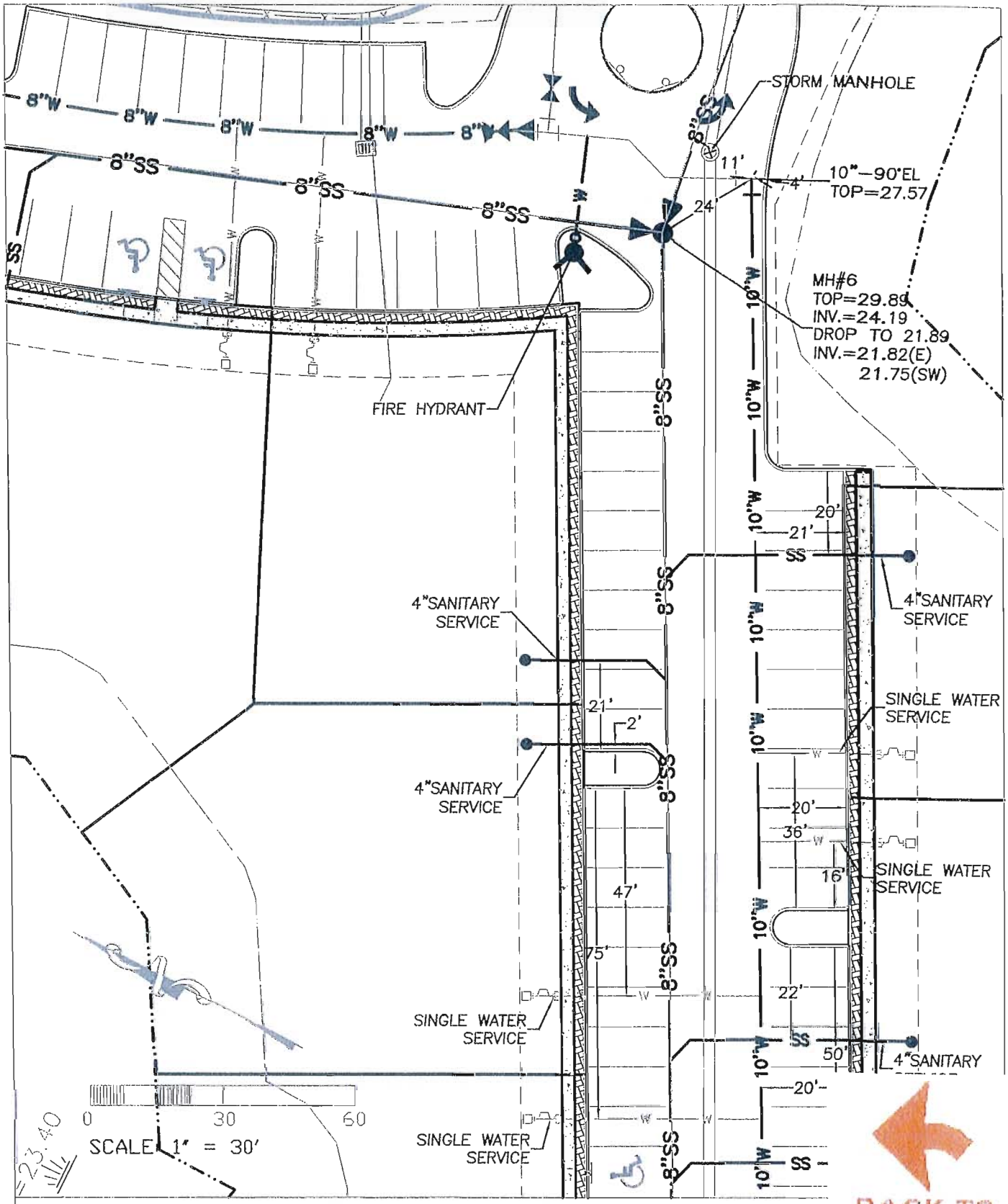
**COMMUNITY** DIXIE COMMONS **SHEET** 2-002




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

**COMMUNITY** DIXIE COMMONS **SHEET** 2-003

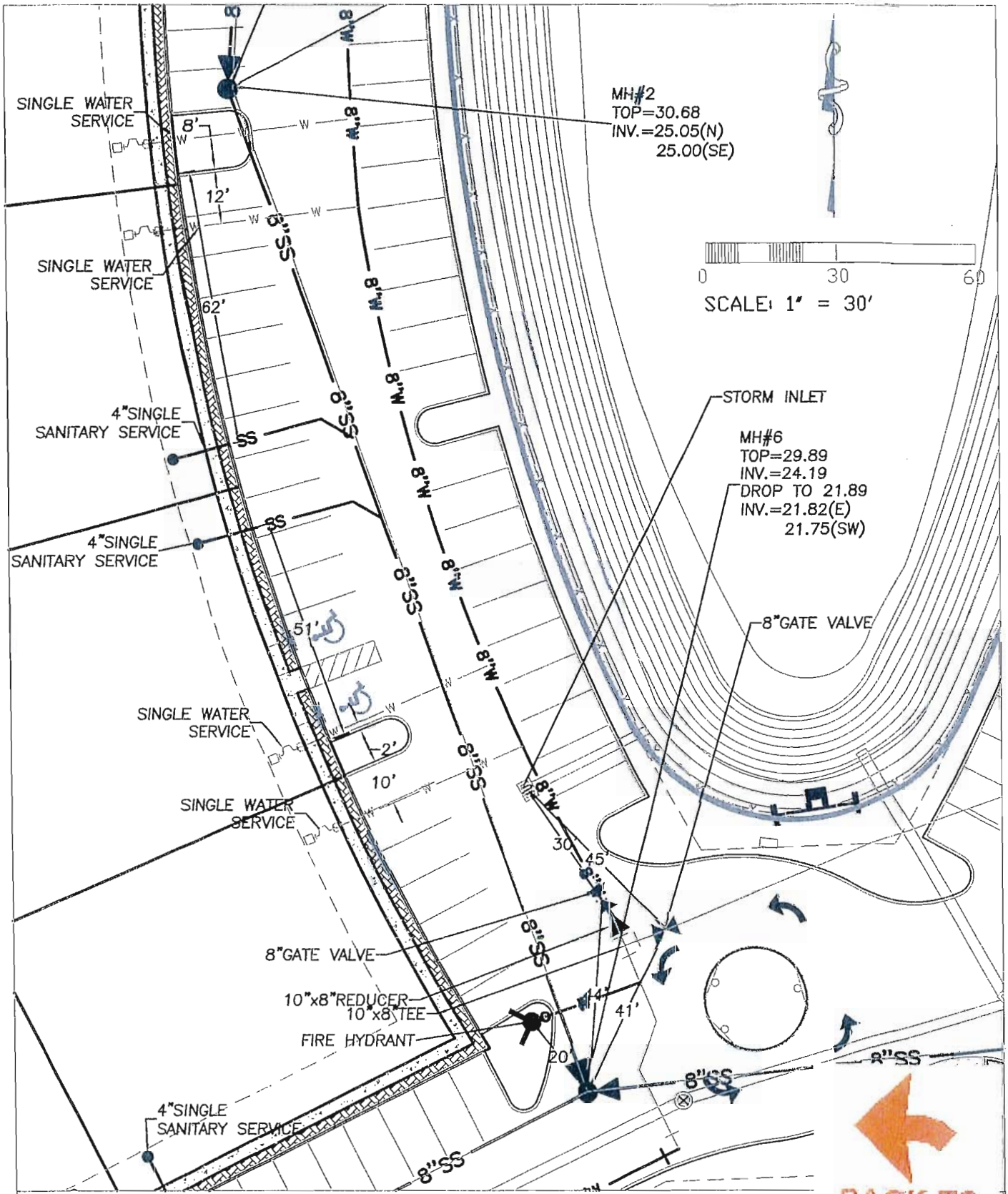



# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

**COMMUNITY** DIXIE COMMONS **SHEET** 2-004

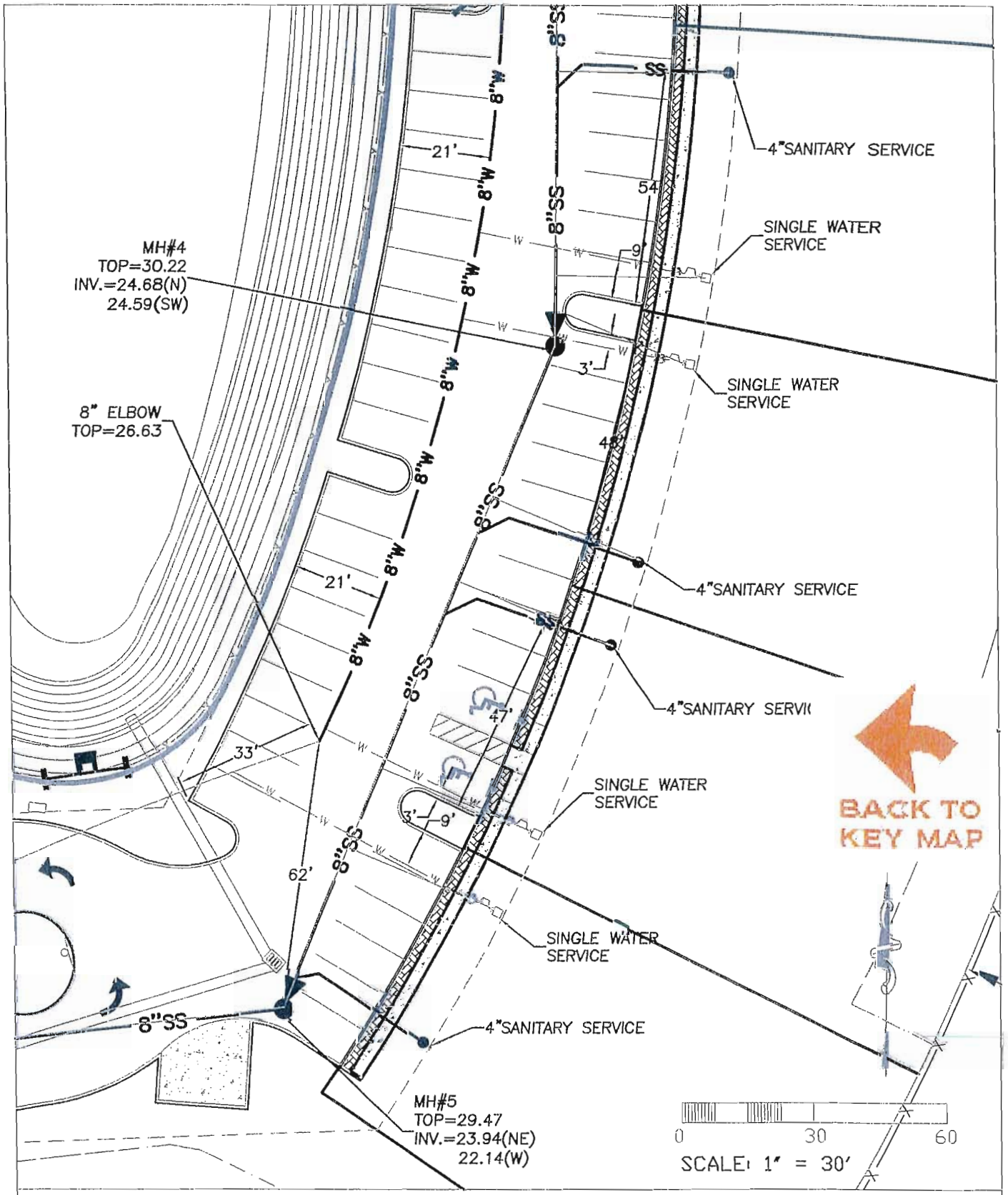
BACK TO KEY MAP




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

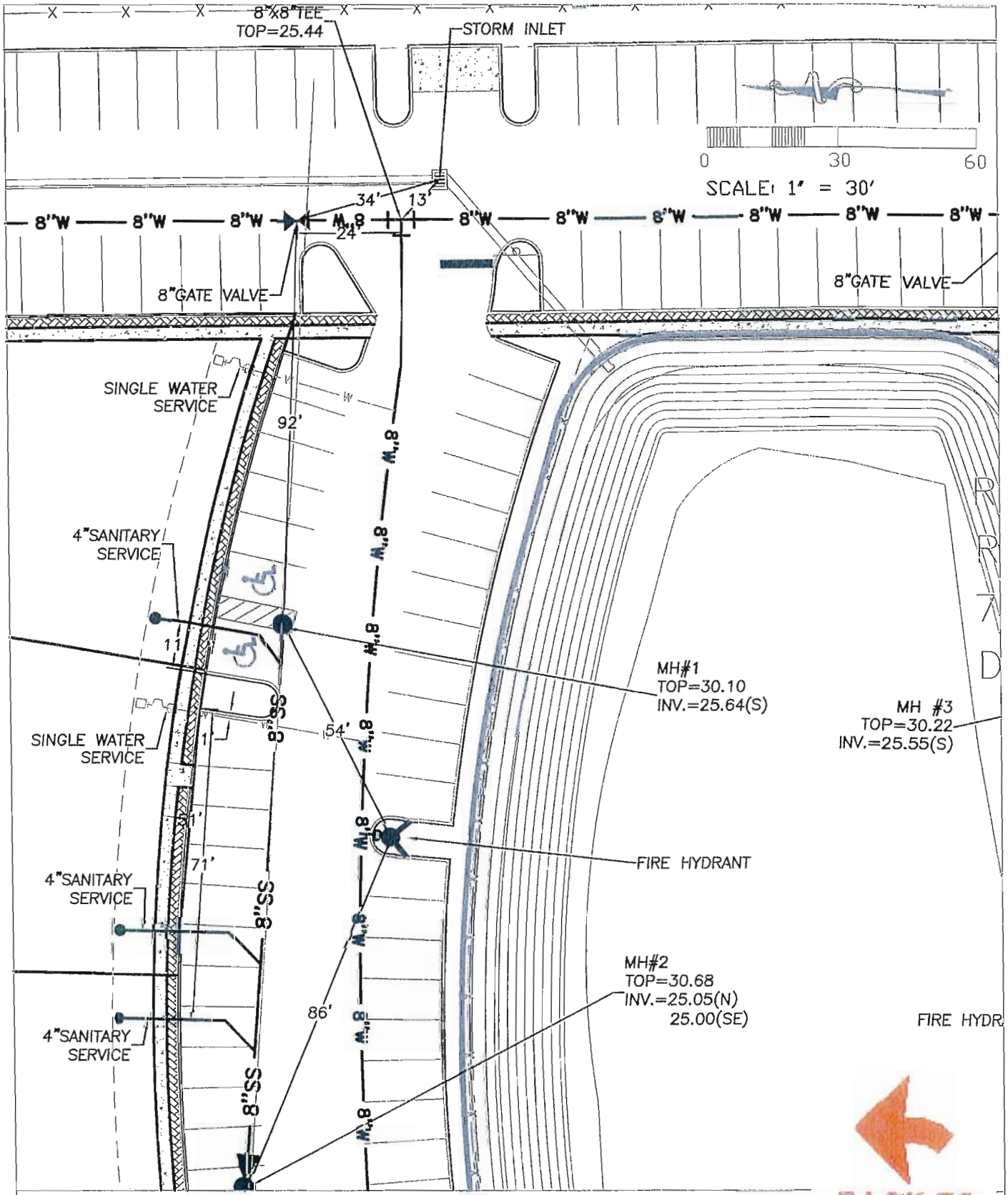
**COMMUNITY** DIXIE COMMONS **SHEET** 2-005




# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

**COMMUNITY** DIXIE COMMONS **SHEET** 2-006

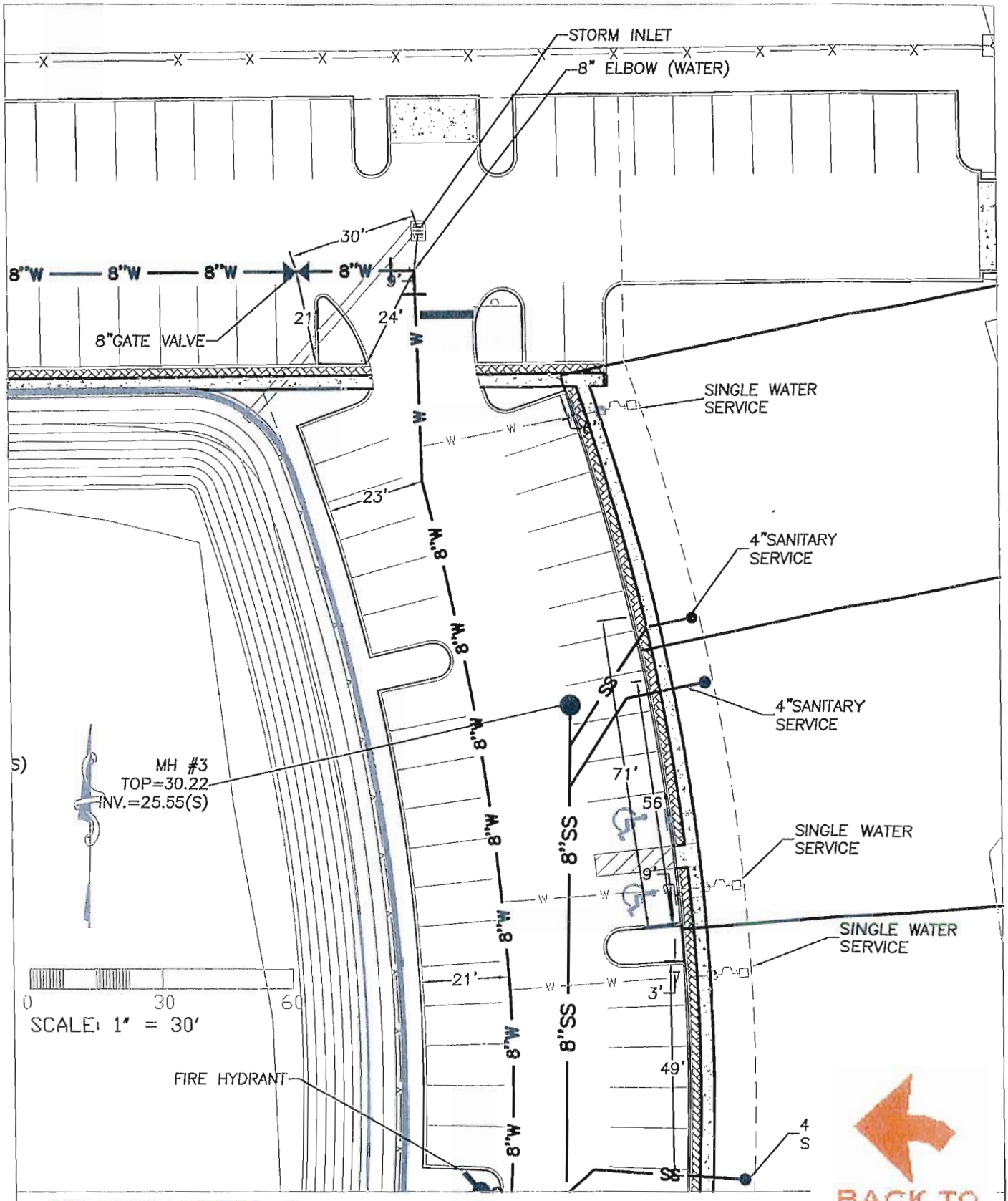



# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

**COMMUNITY** DIXIE COMMONS **SHEET** 2-007

BACK TO KEY MAP

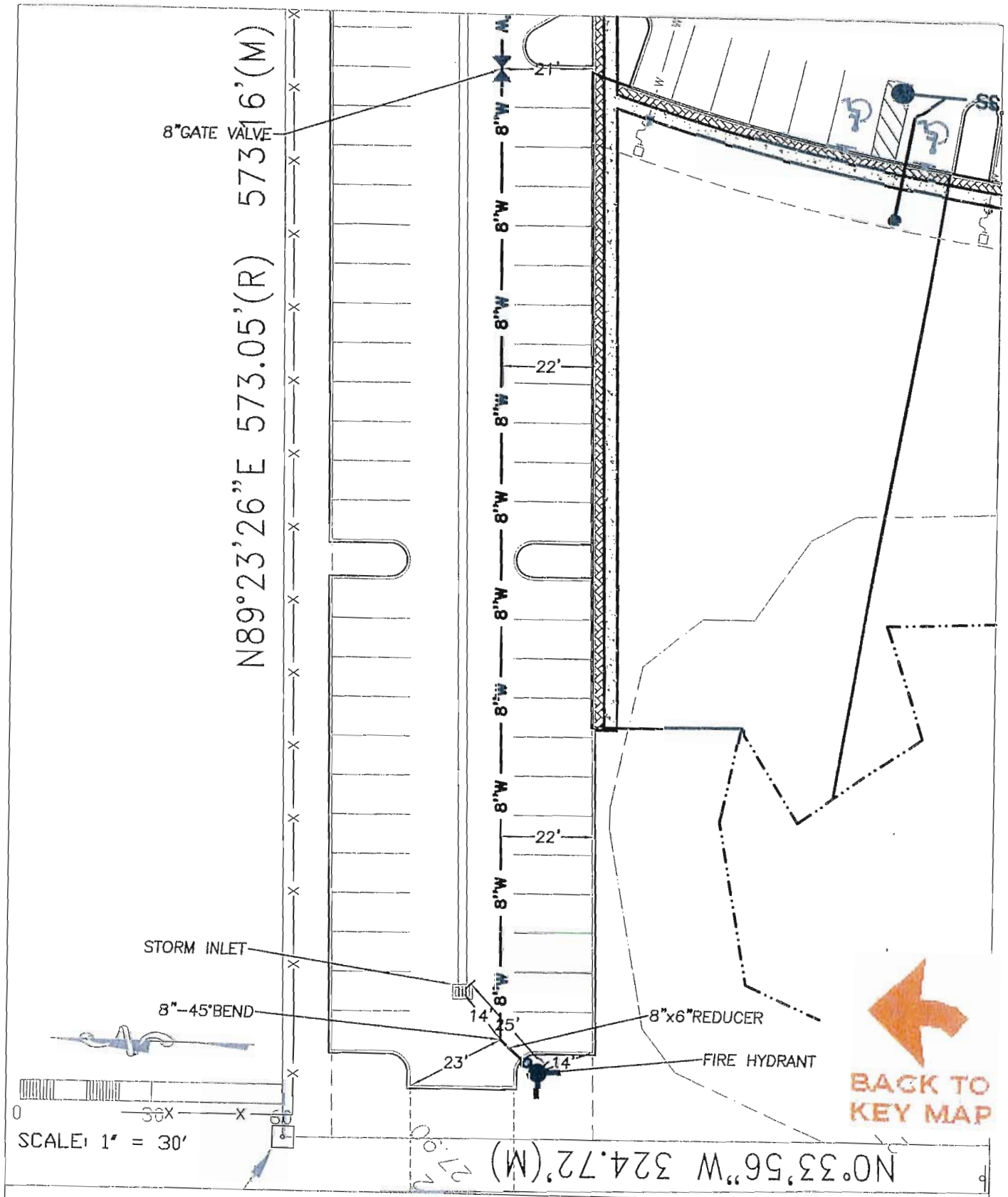



# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

**COMMUNITY** DIXIE COMMONS **SHEET** 2-008

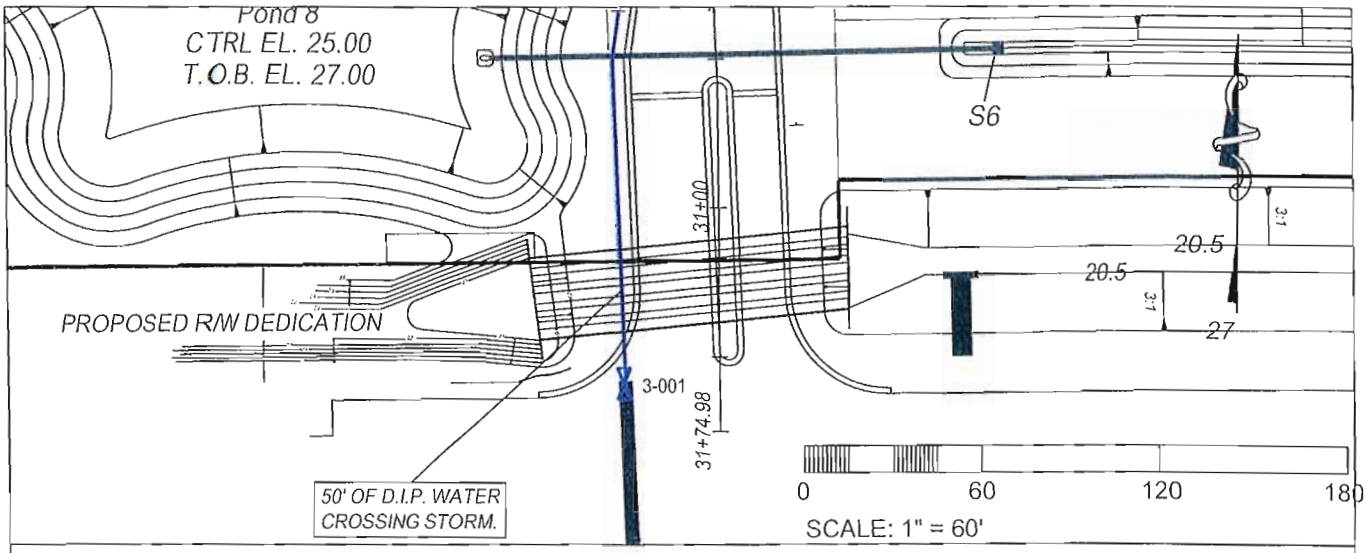
BACK TO KEY MAP

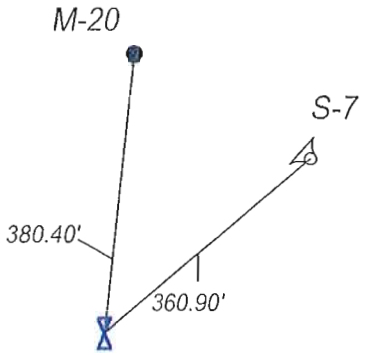


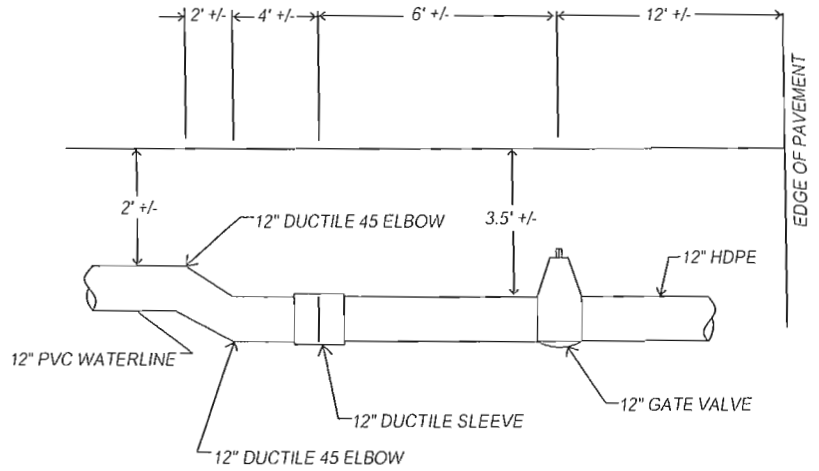

# PLANTATION BAY UTILITY COMPANY

**WATERMAIN MAPPING 2006**

**COMMUNITY** DIXIE COMMONS **SHEET** 2-009



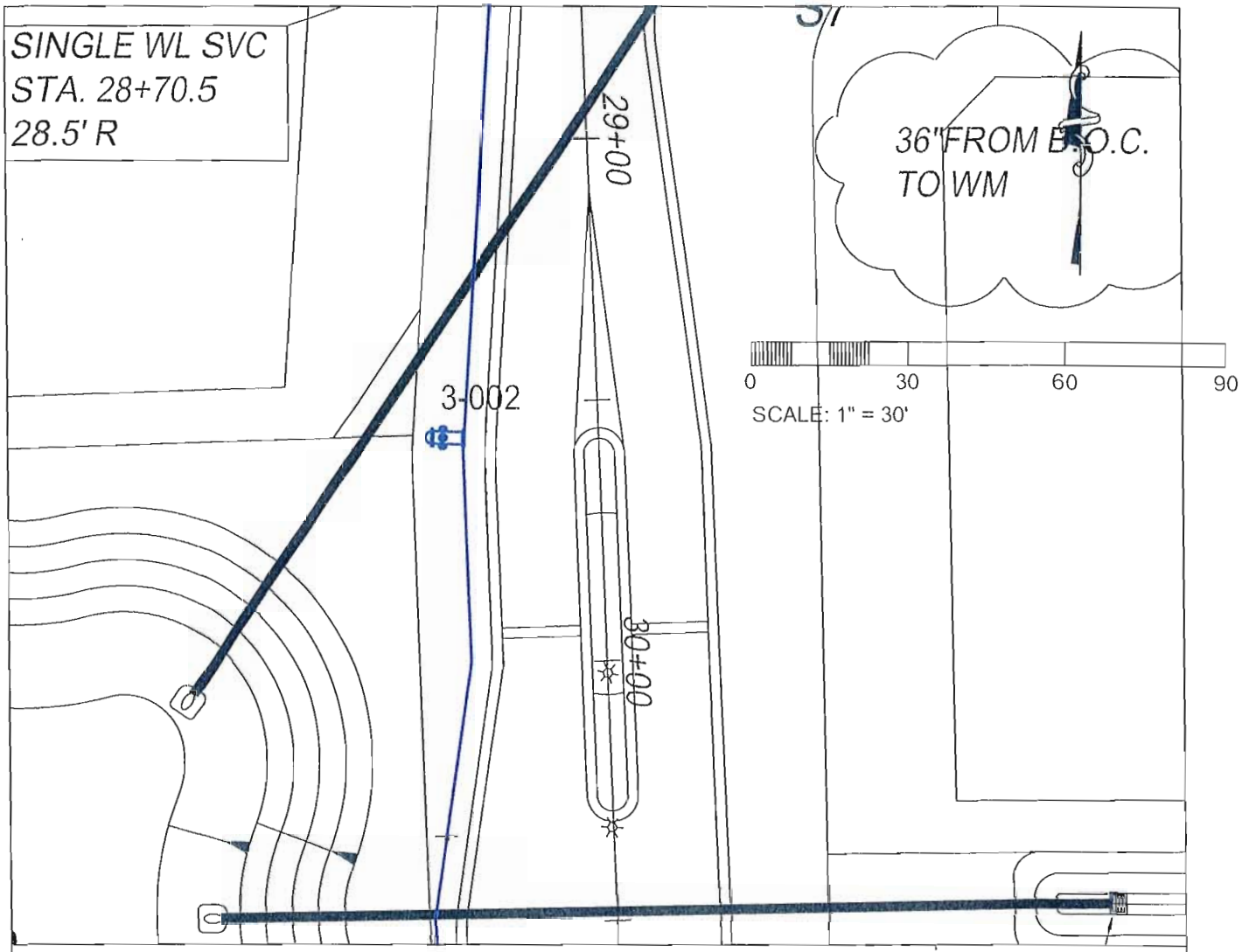



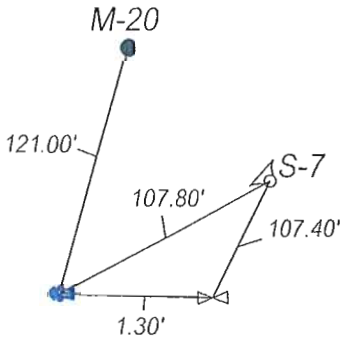

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-001



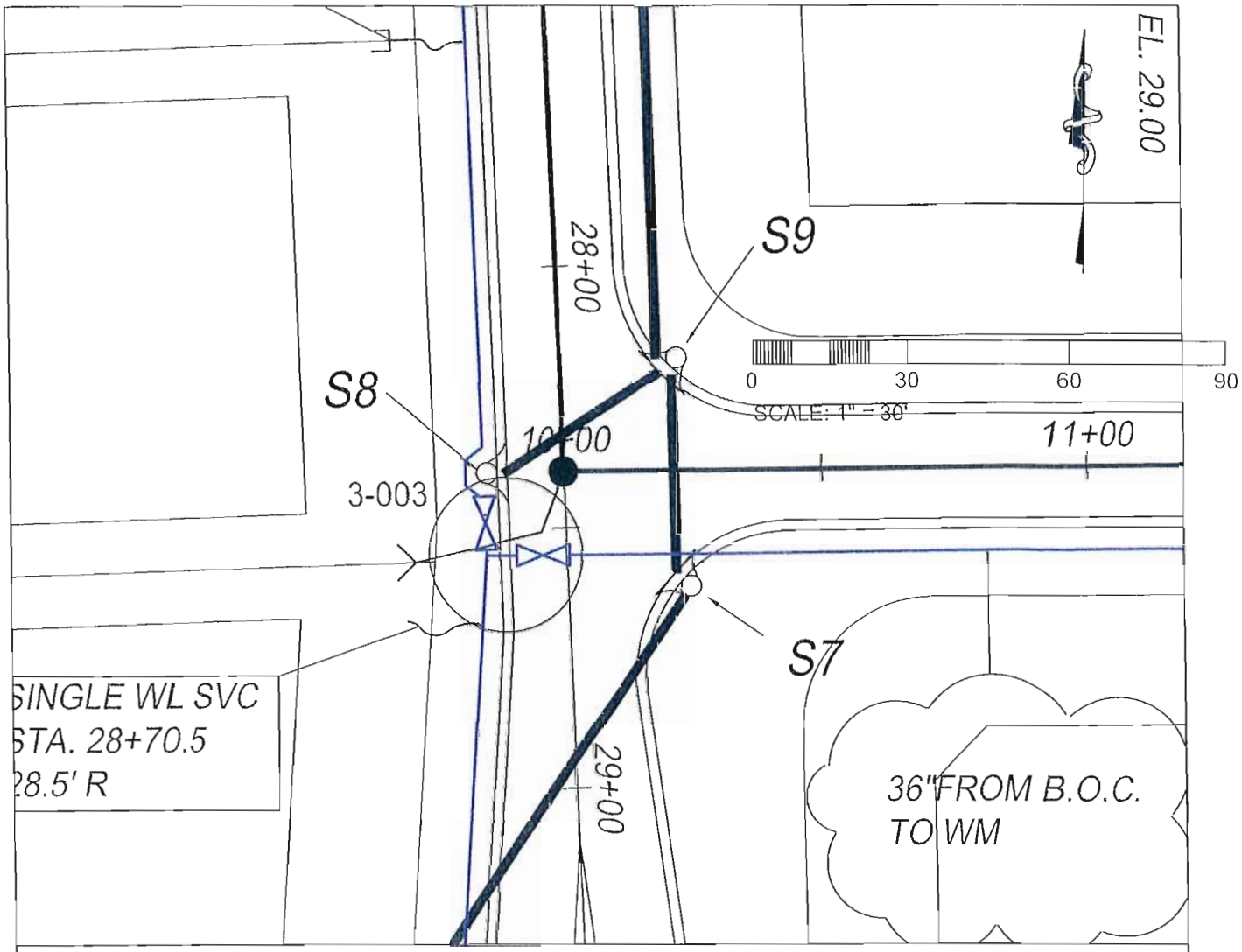

S-7

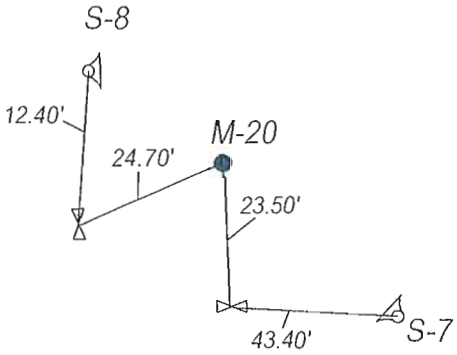
BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-002



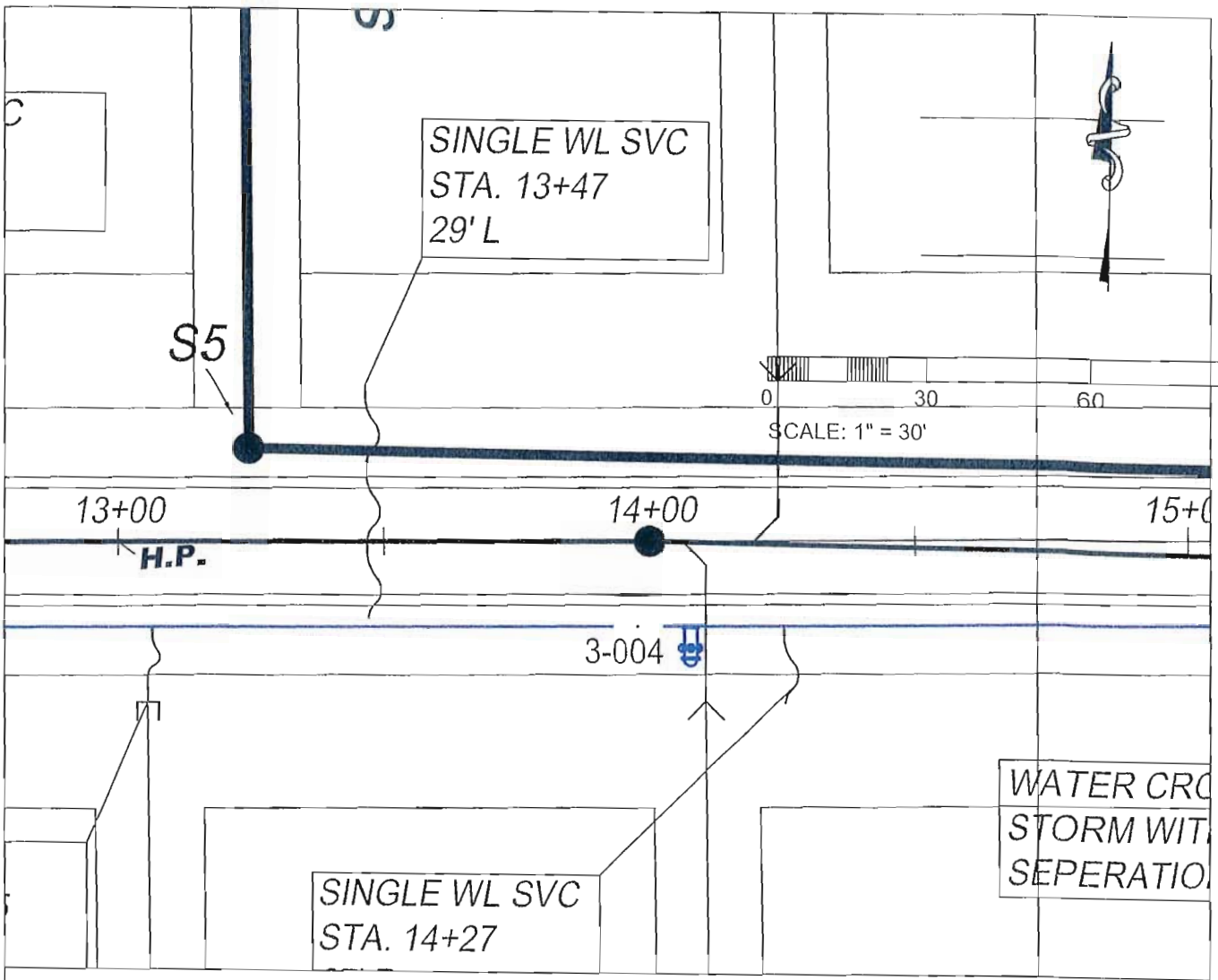



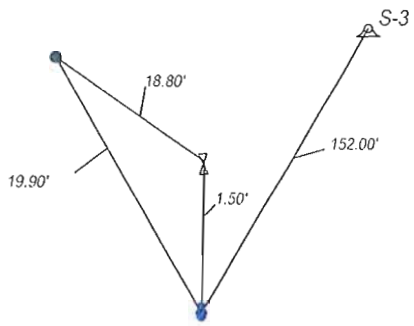

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-003



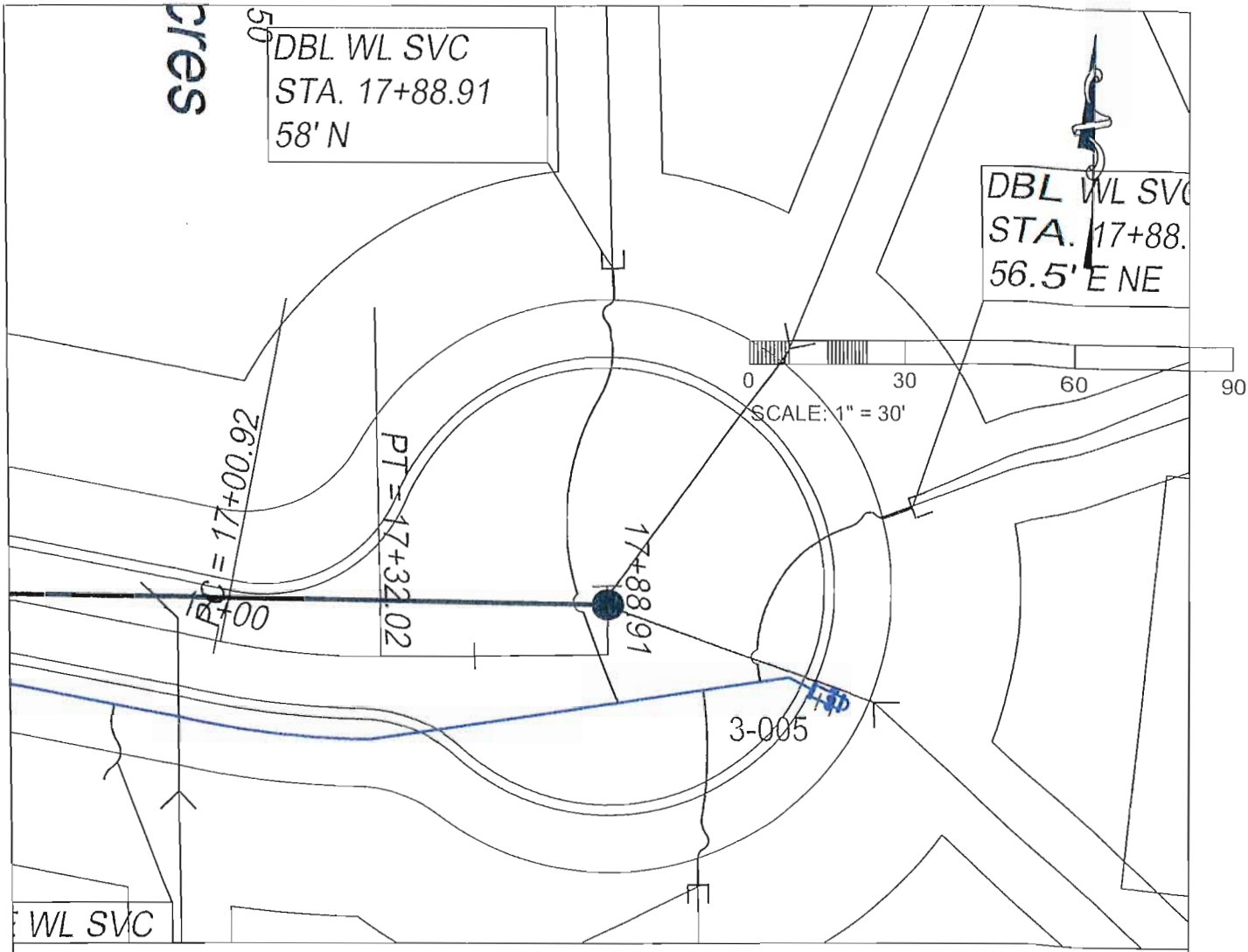



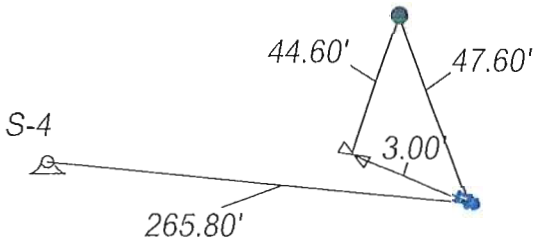

BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-004



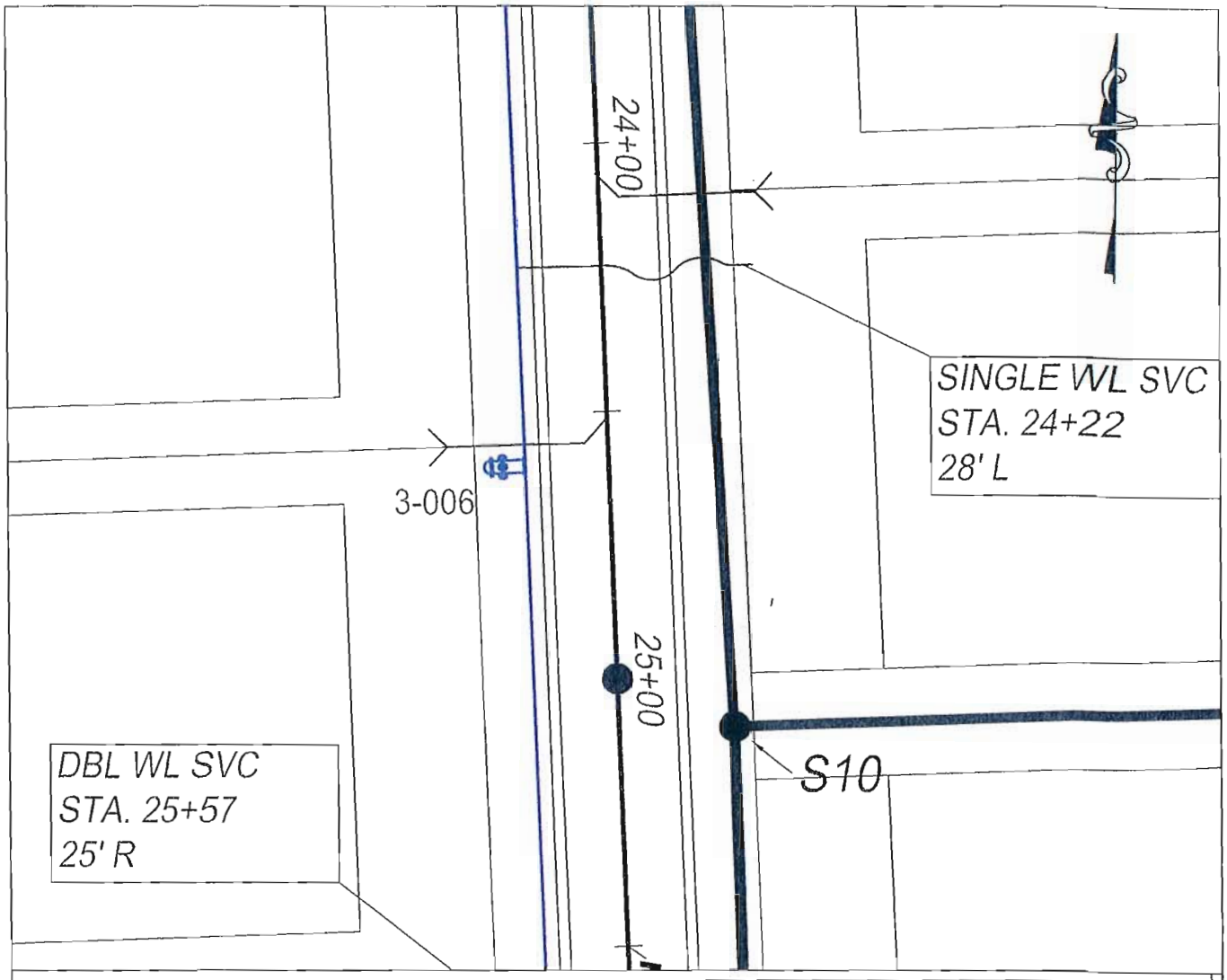



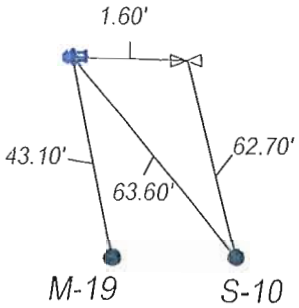

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-005



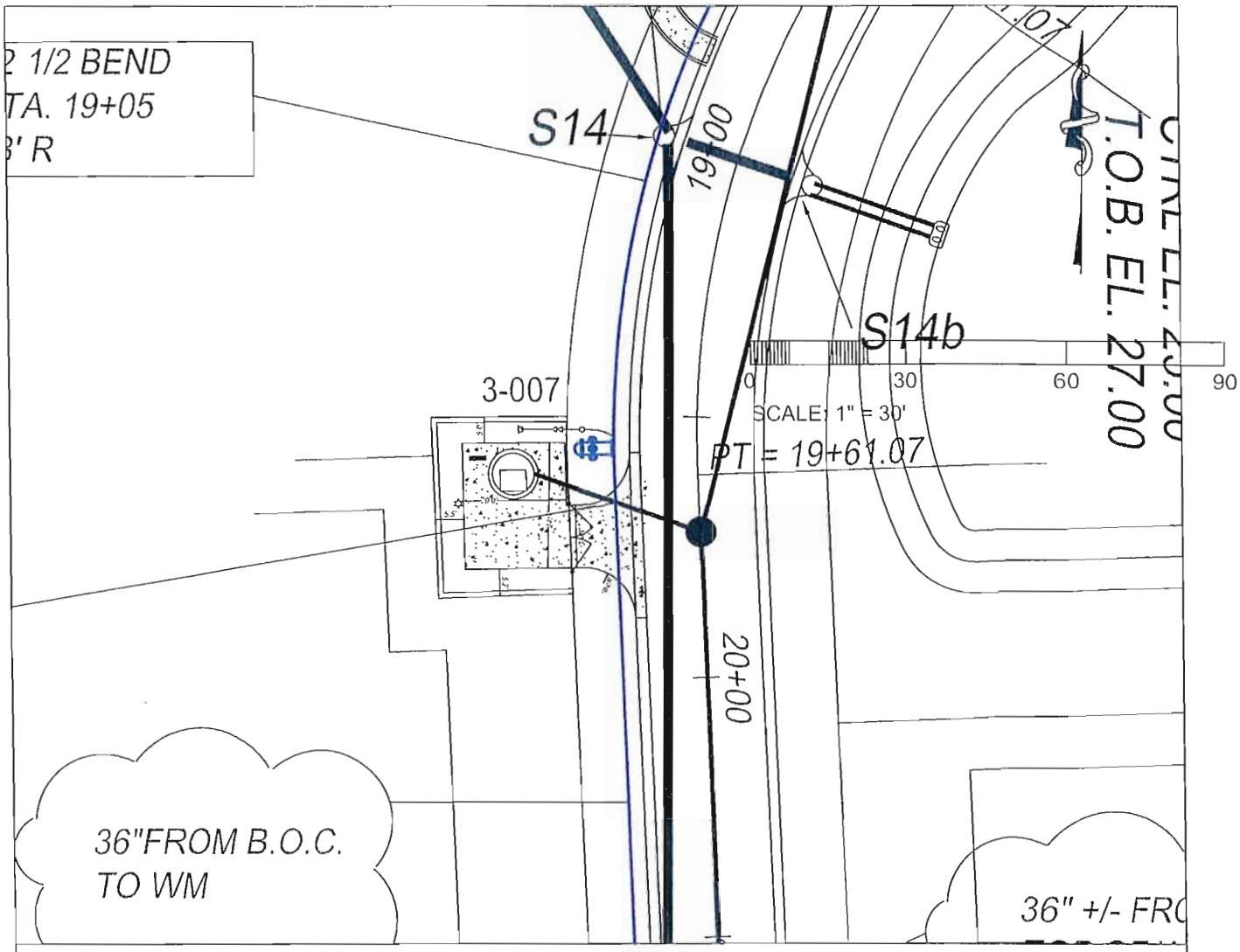



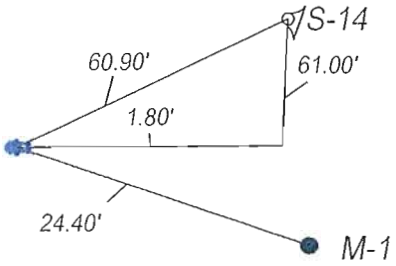

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-006



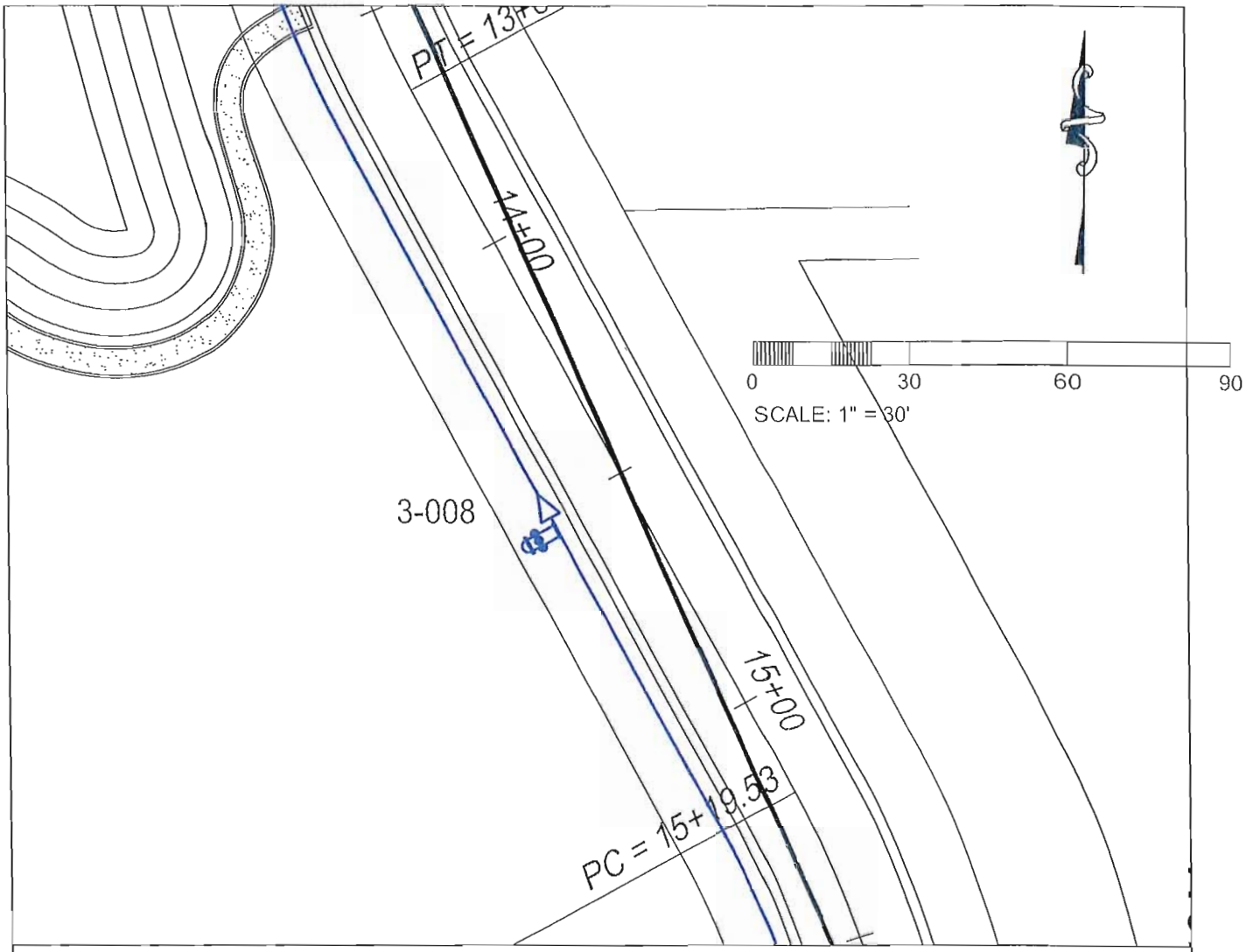



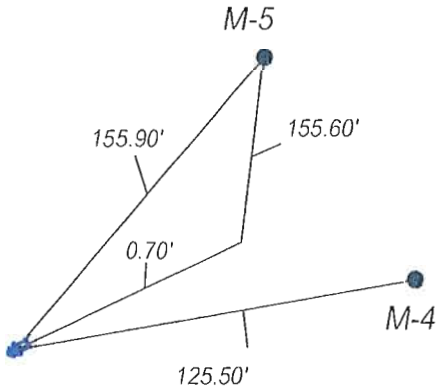

BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-007



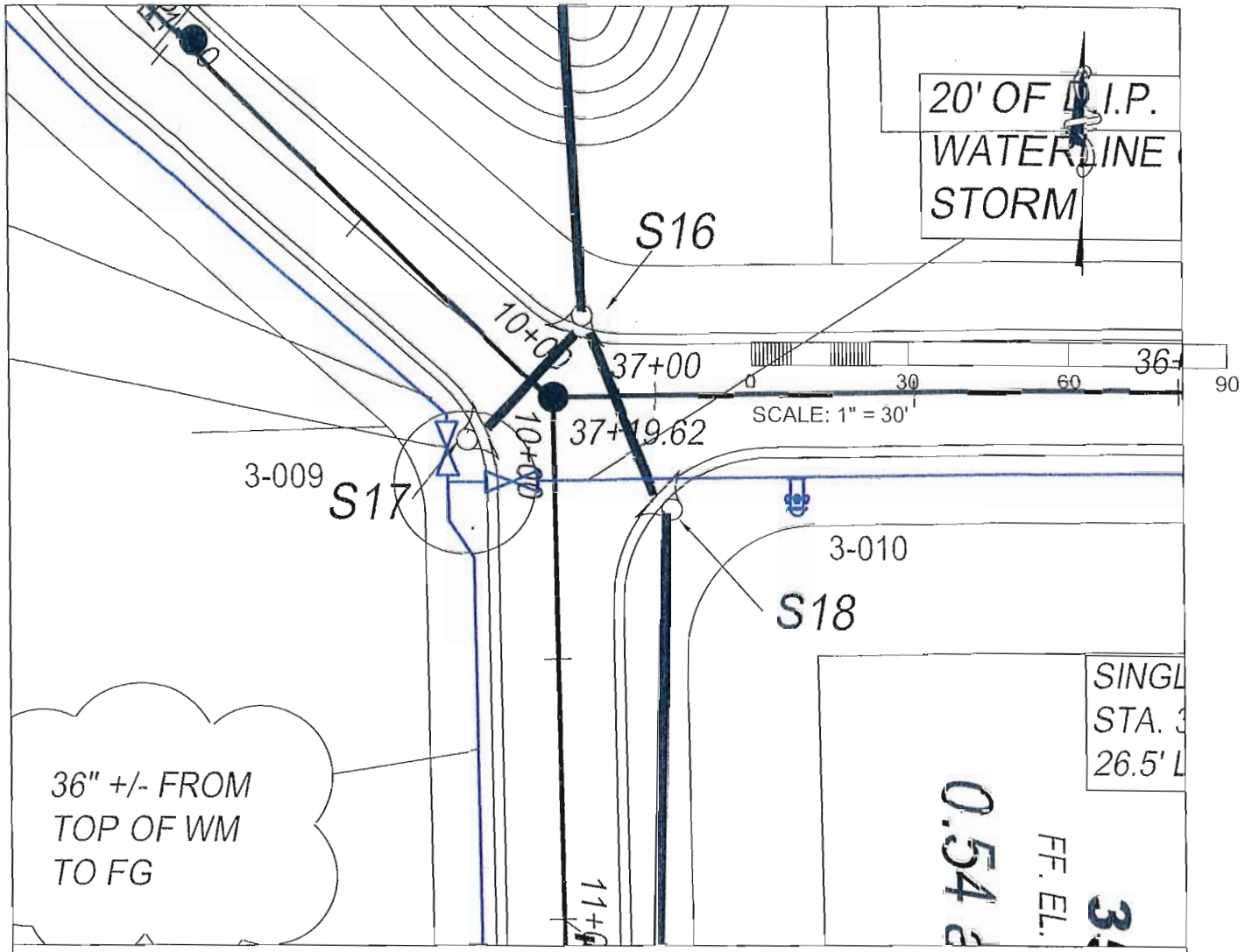



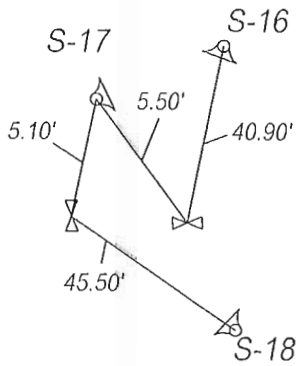

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-008



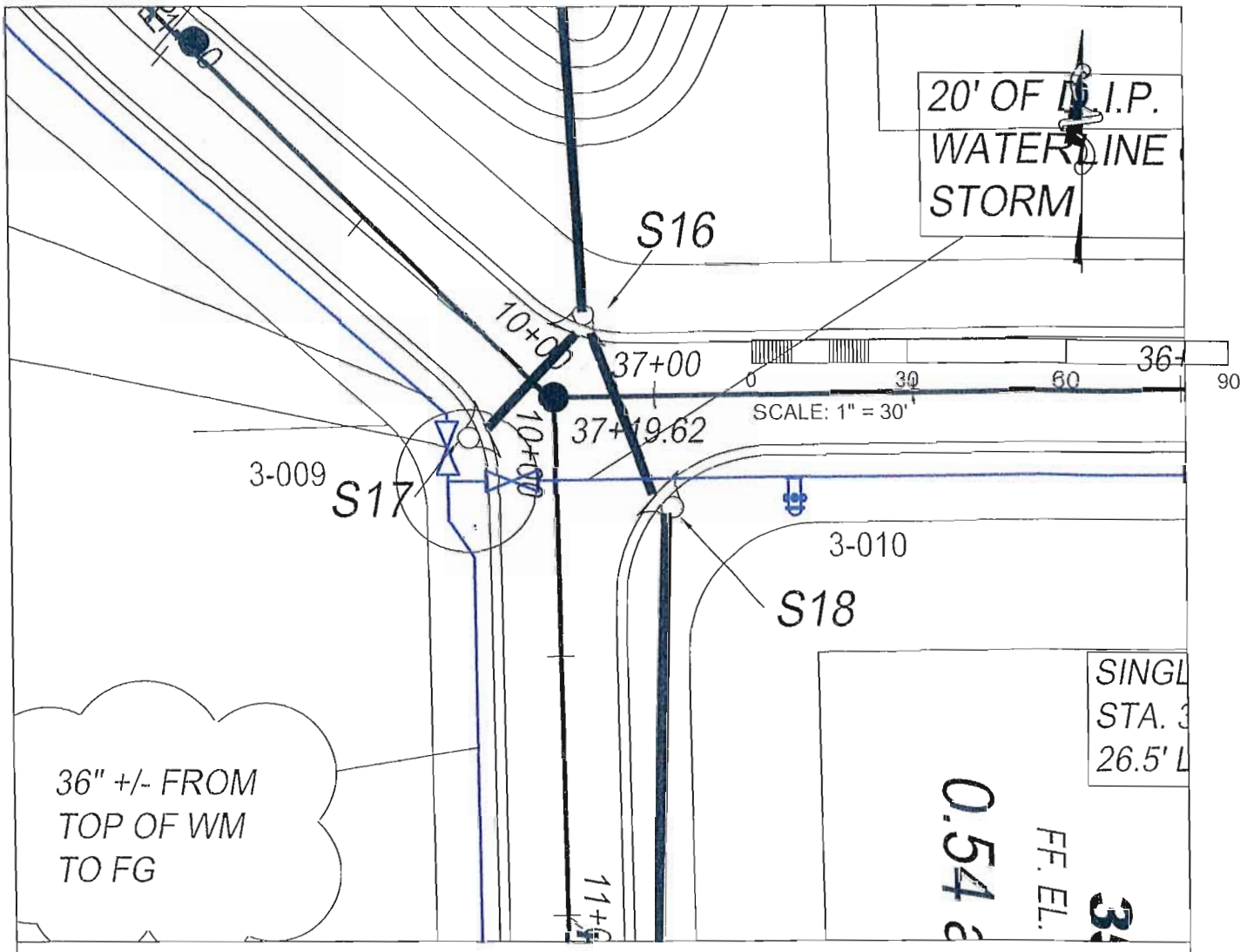



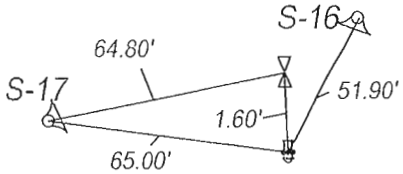

BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-009



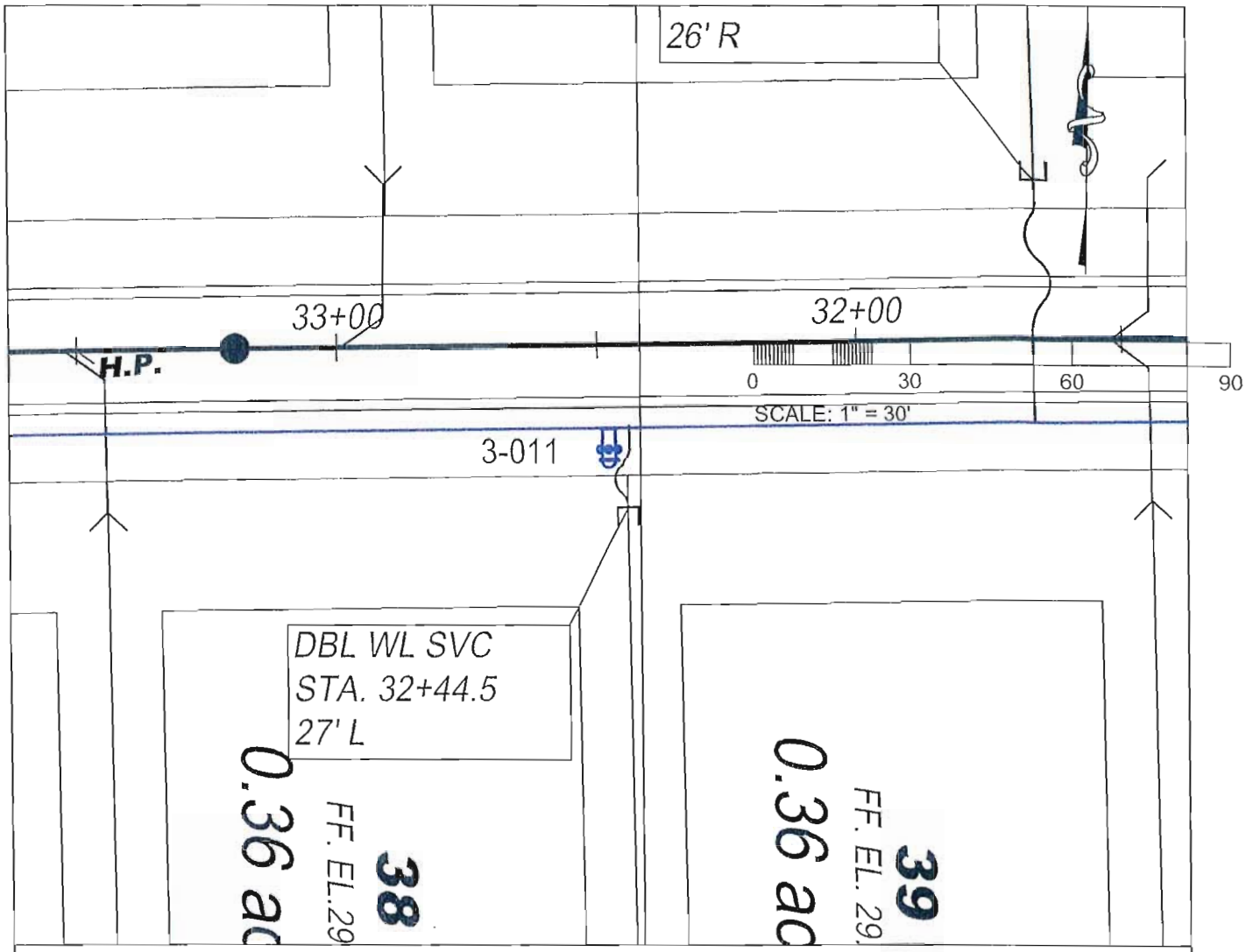



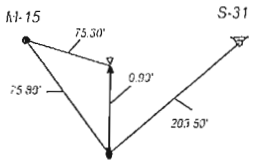

BACK TO KEY MAP

PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-010

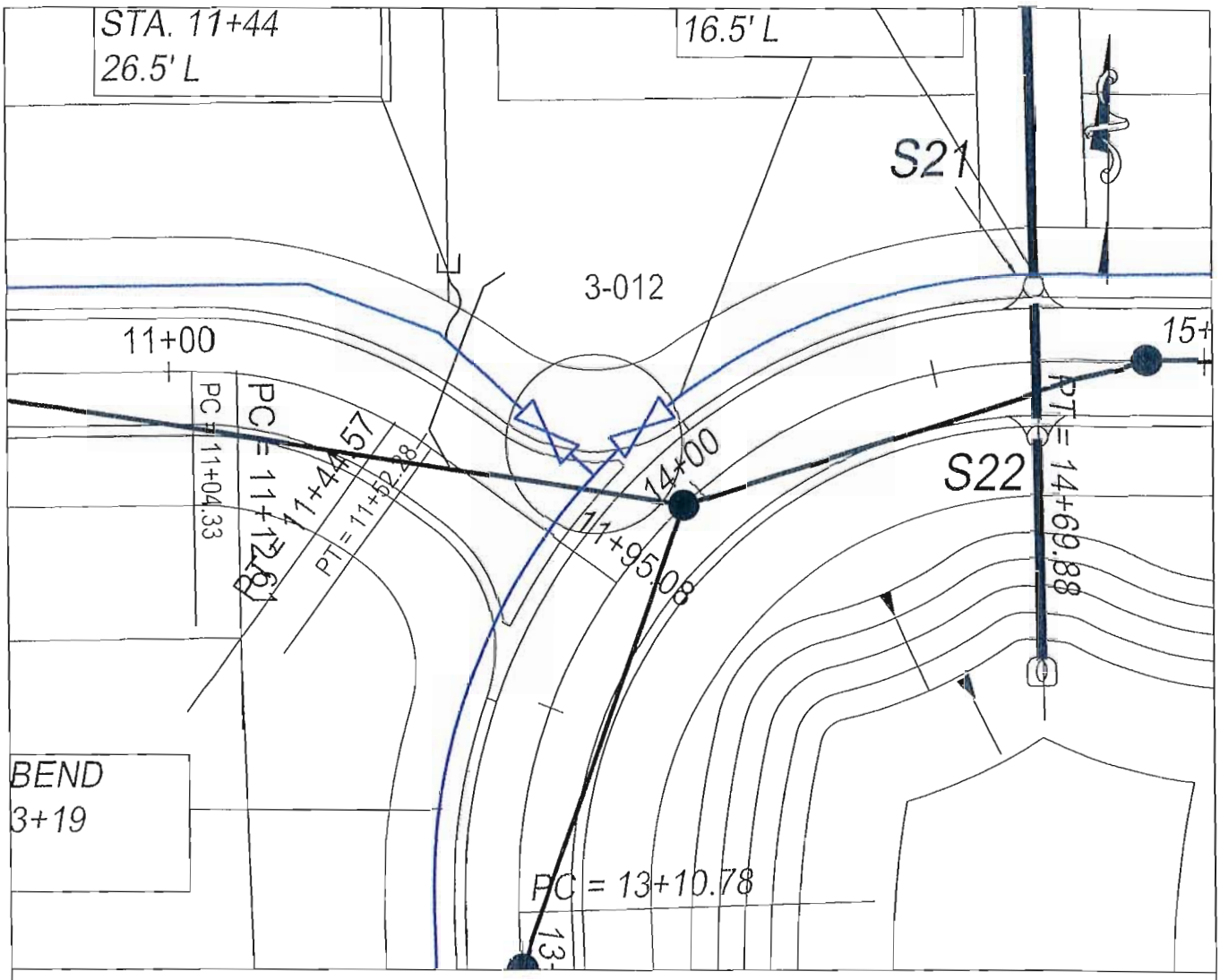



PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-011




0 30 60 90

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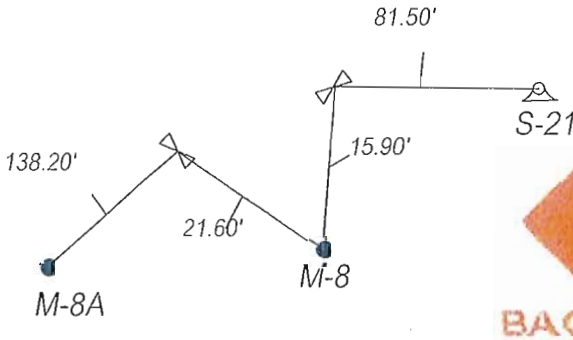
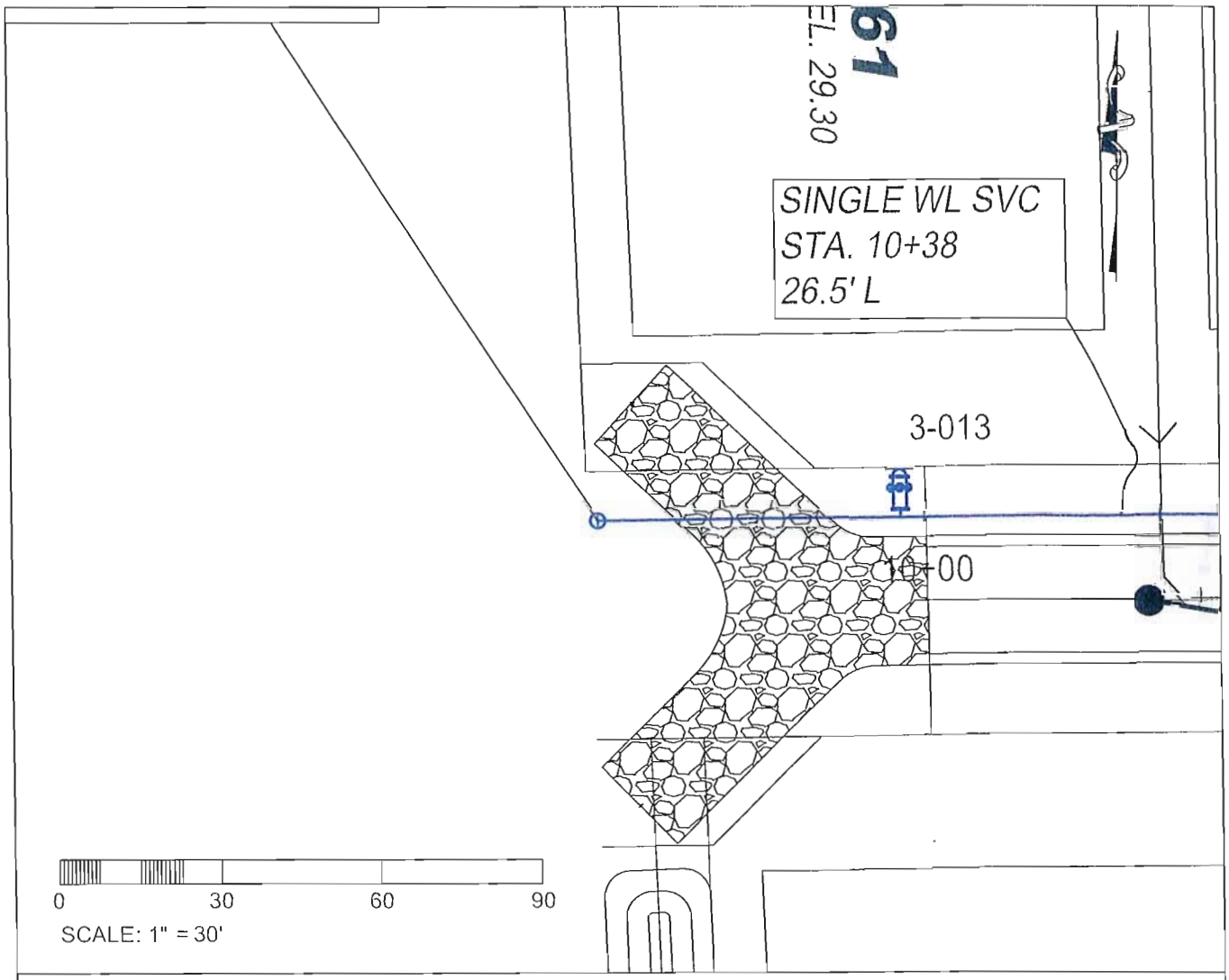


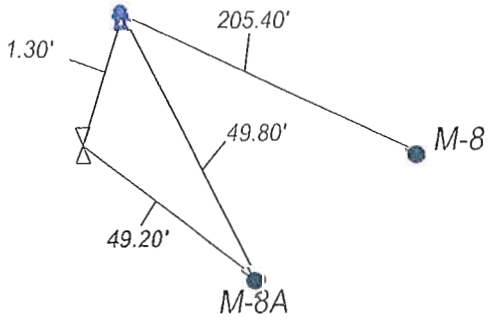

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-012



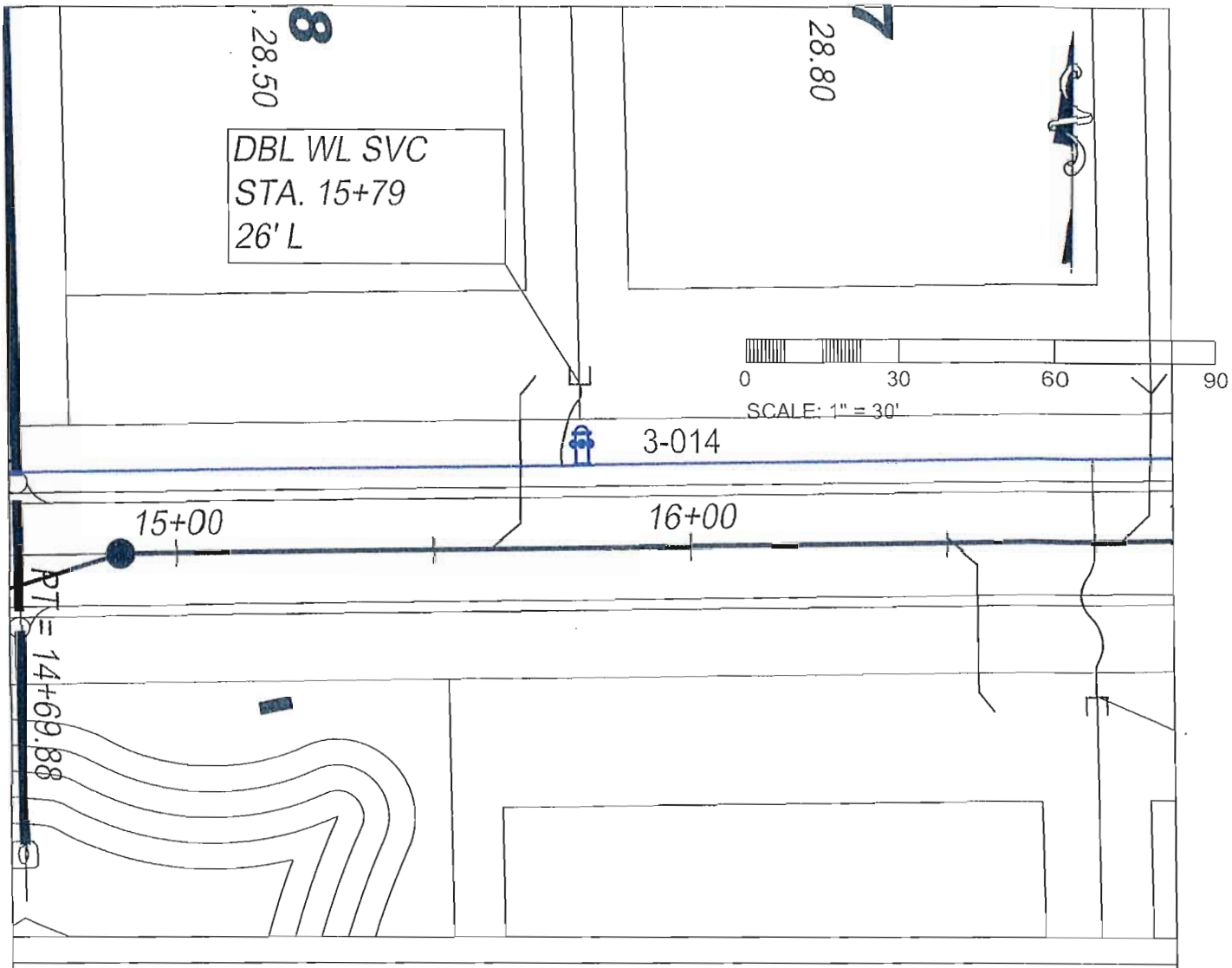



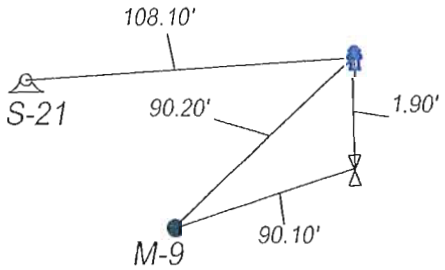

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-013



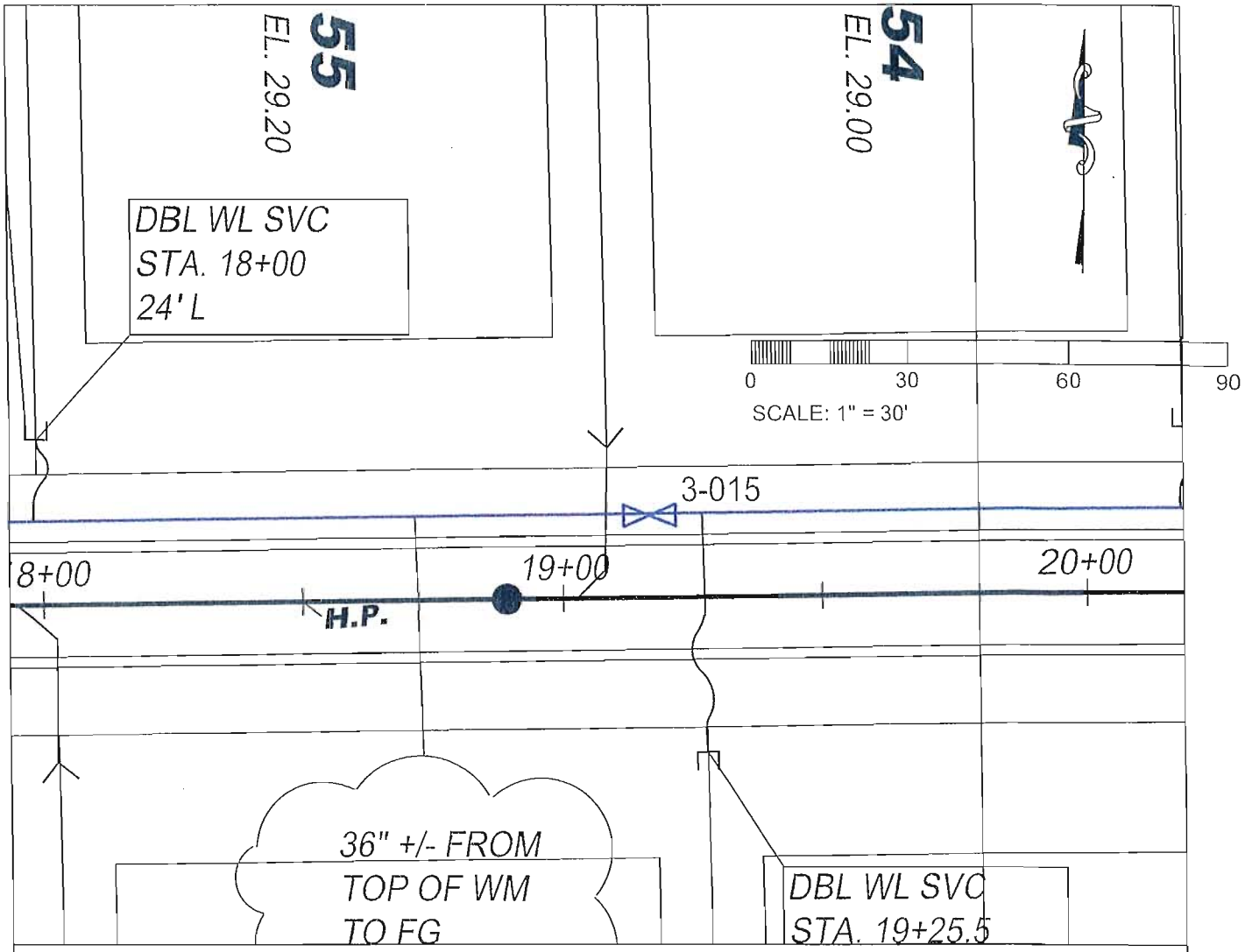



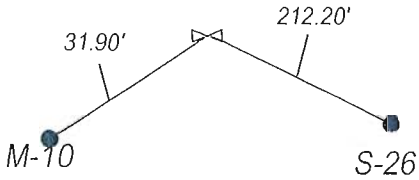

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-014



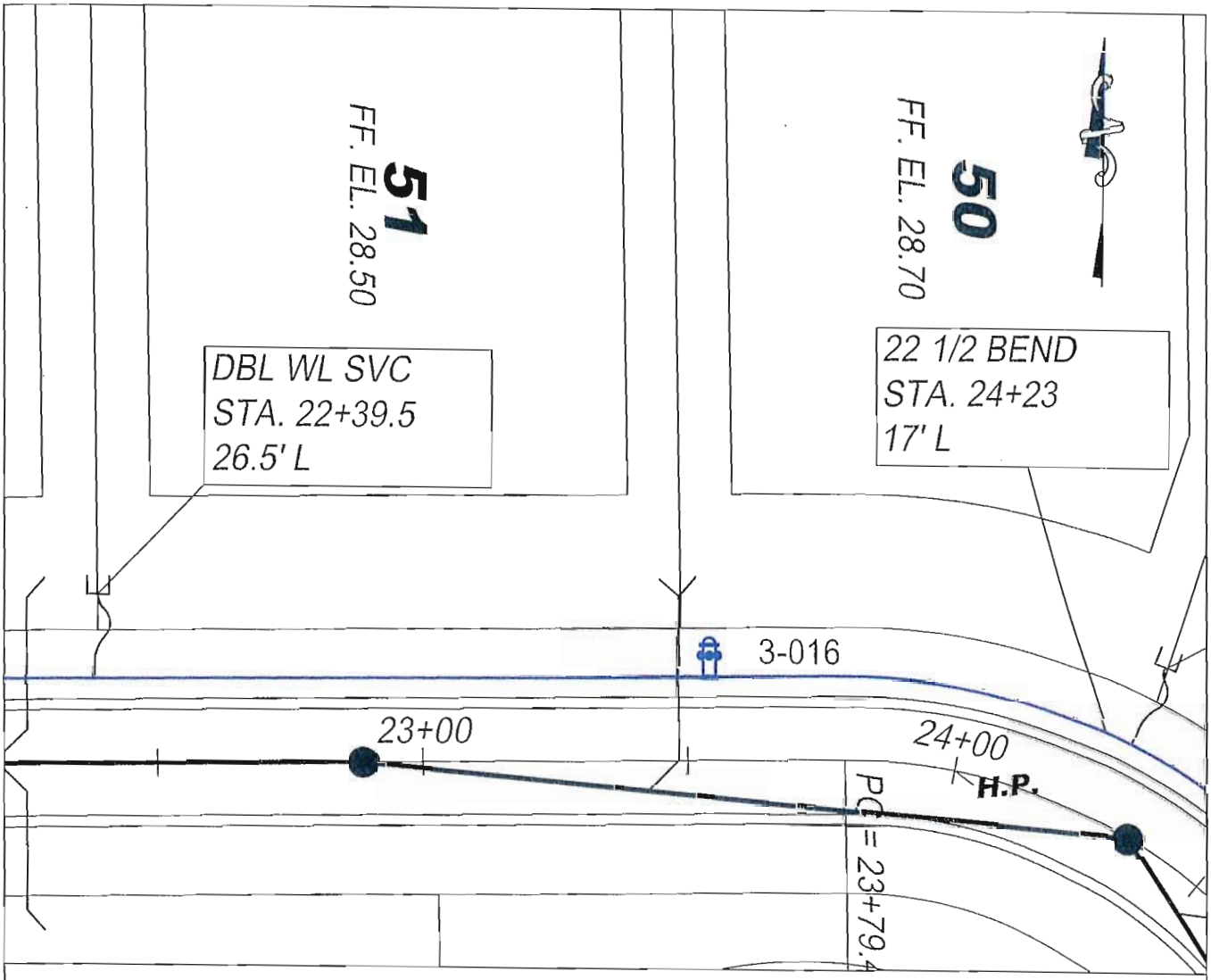



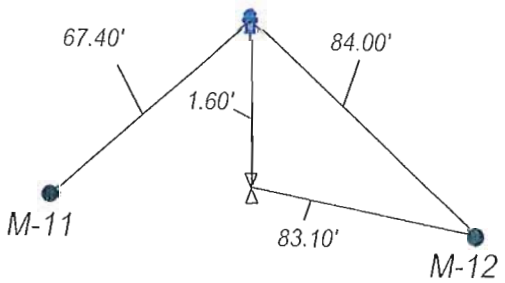

BACK TO KEY MAP

# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-015



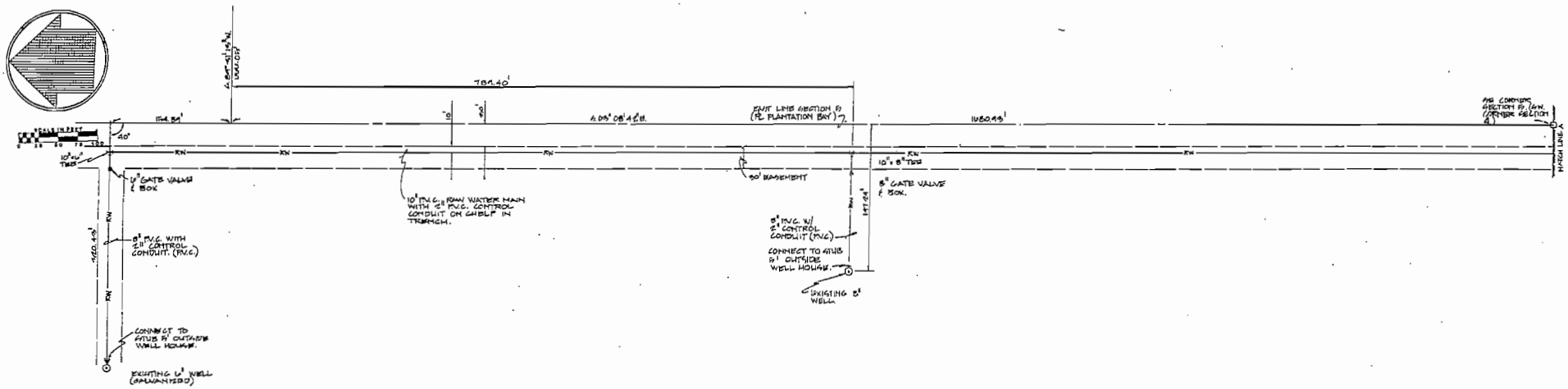



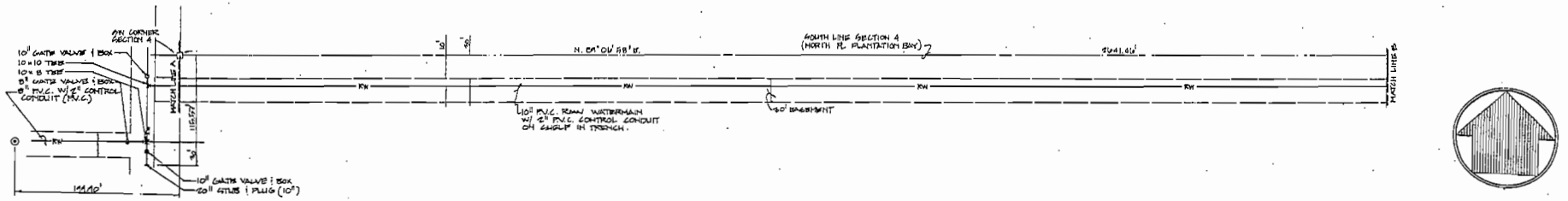

BACK TO KEY MAP

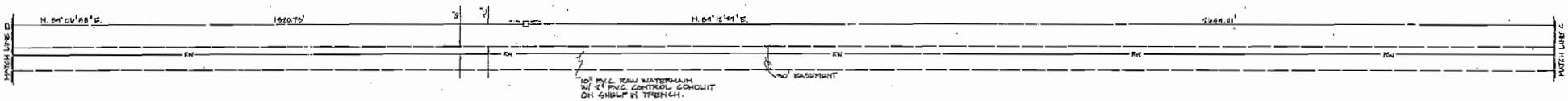
# PLANTATION BAY UTILITY COMPANY

WATERMAIN MAPPING 2006

COMMUNITY PLANTATION ESTATES SHEET 3-016




| REV. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 8-21-85 | RAW WELL LOCATIONS PER SURVEY, 2CD CONTROL CONDUIT. | JKR |

REVISIONS

# PLANTATION BAY
## RAW WATER LINE

FLAGLER COUNTY, FLORIDA

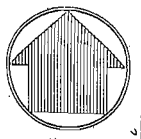

**ZEV COHEN & associates, inc.**
ENGINEERING • PLANNING • SURVEYING
LANDSCAPING DESIGN
55 SETON TRAIL (904) 677-2482
ORMOND BEACH, FLORIDA 32074

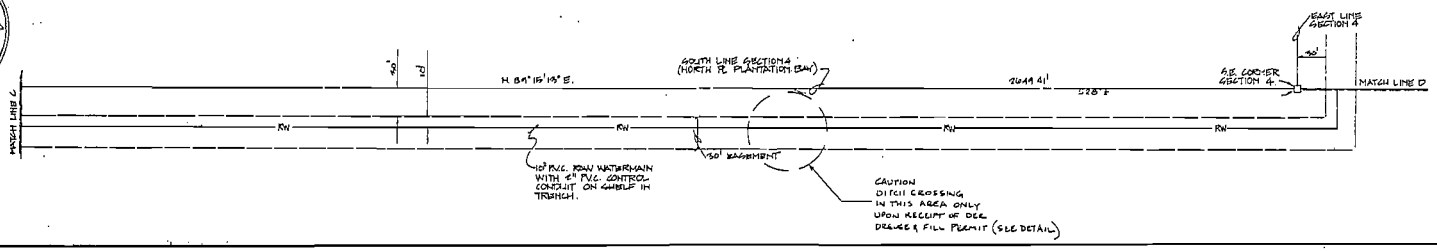

| | |
|---|---|
| DRAWING # 84-204-33 | DESIGNER JJS |
| DATE 8-28-85 | DRAFTSPERSON AJC |
| SCALE 1"=60' | SHEET 1 OF 2 |

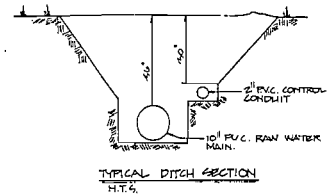
NOT VALID WITHOUT EMBOSSED SEAL

1-2
FILE LOCATION

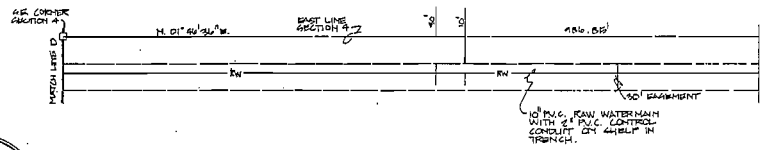
NOT FOR CONSTRUCTION

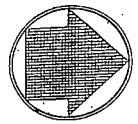


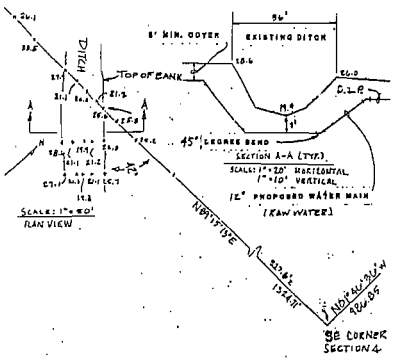



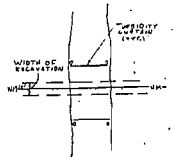




TYPICAL DITCH SECTION
N.T.S.






| REV. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 8-21-86 | RAW. WELL LOCATIONS PER CLIENT, ADD CONTROL CONDUIT. | JKF |

REVISIONS

# PLANTATION BAY
## RAW WATER LINE

FLAGLER COUNTY, FLORIDA

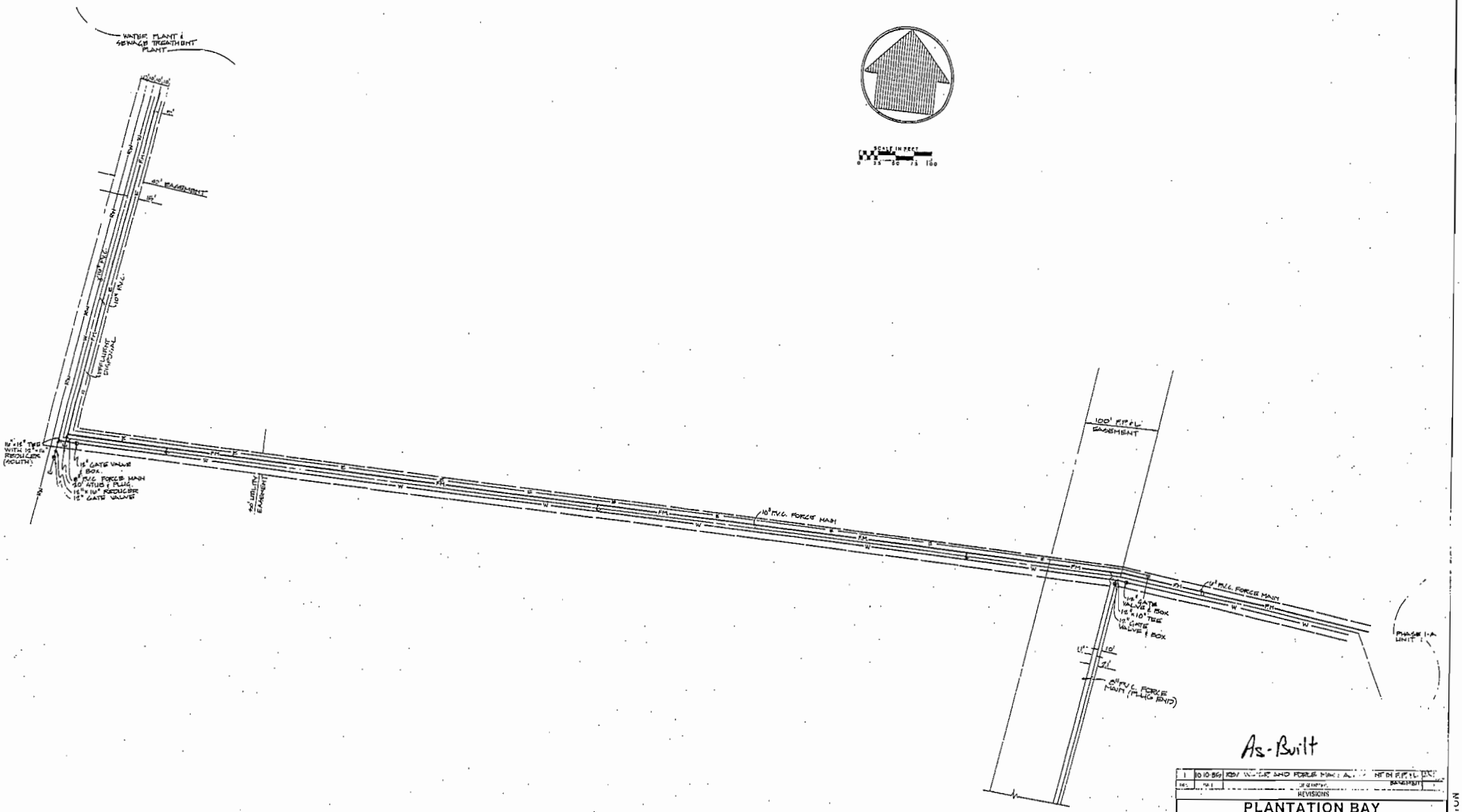
**ZEV COHEN & associates, inc.**
ENGINEERING • PLANNING • SURVEYING
LANDSCAPING DESIGN
55 SETON TRAIL (904) 677-2482
ORMOND BEACH, FLORIDA 32074

| | | | |
|---|---|---|---|
| DRAWING # | 86-204.33 | DESIGNER | J.K.F. |
| DATE | 8-5-86 | DRAFTSPERSON | AR |
| SCALE | 1"=100' | SHEET | 2 OF 2 |

SEAL — NOT VALID WITHOUT EMBOSSED SEAL

FILE LOCATION 1-2

NOT FOR CONSTRUCTION




As-Built

| | | |
|---|---|---|
| 1 | 10-10-89 | ADD WATER AND FORCE MAIN AS-BUILTS |

REVISIONS

# PLANTATION BAY
## PHASE I–A UNIT I
### OFFSITE WATER AND SEWER PLAN
FLAGLER COUNTY, FLORIDA

**ZEV COHEN & associates, inc.**
ENGINEERING • PLANNING • SURVEYING
LANDSCAPING DESIGN
55 SETON TRAIL (904) 677-2482
ORMOND BEACH, FLORIDA 32074

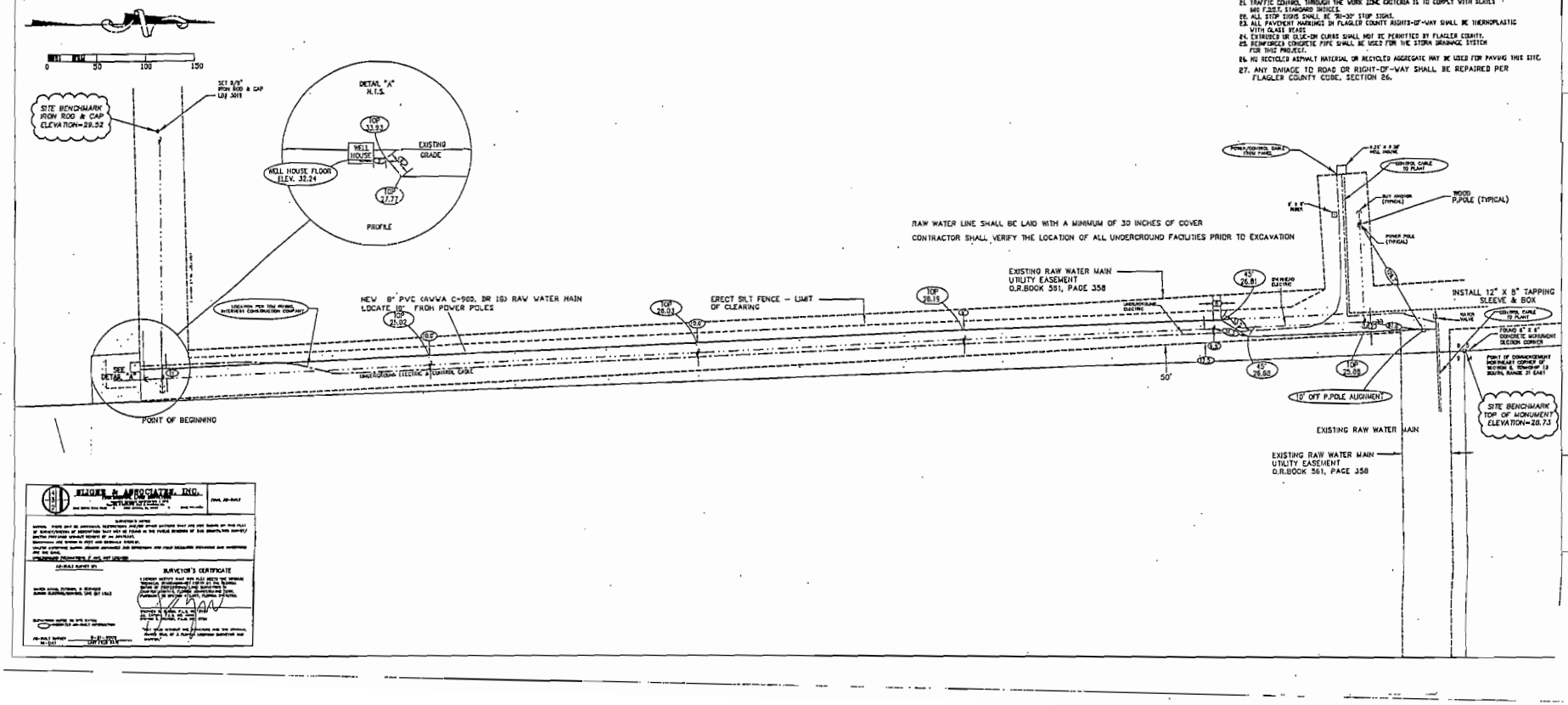
| | | | |
|---|---|---|---|
| DRAWING # | 88-61-2 | DESIGNED | JKP |
| DATE | 8-28-89 | DRAWN/CHECKED | AR |
| SCALE | 1"=100' | SHEET | 7 of 16 |

FOR CONSTRUCTION

LOCATION MAP

## GENERAL NOTES

1. NO CONSTRUCTION TRAFFIC ALLOWED IN UNDESIGNATED AREAS.
2. ALL ROADWAY AND DRAINAGE CONSTRUCTION SHALL CONFORM TO THE FLAGLER COUNTY DEVELOPMENT AND SUBDIVISION REGULATIONS OR FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. PIPE SHALL BE CORRUGATED ALUMINUM OR REINFORCED CONCRETE PIPE (CLASS III). ALL METAL PIPE SHALL BE HELICAL CORRUGATIONS. ALL PIPE SHALL MEET ASTM, AASHTO, AND FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN MEMORANDUM 06096 SPECIFICATIONS. WATERTIGHT, ANNULAR BANDING OF CORRUGATED METAL PIPE JOINTS SHALL BE REQUIRED.
4. ALL UNDERGROUND UTILITIES, ETC. SHALL BE IN PLACE PRIOR TO SUBGRADE COMPACTION AND ROADWAY CONSTRUCTION.
5. WHERE HARDPAN IS ENCOUNTERED WITHIN SWALES, IT SHALL BE REMOVED FOR A WIDTH OF 8 FEET AT THE INVERT AND REPLACED WITH A GRANULAR MATERIAL.
6. IF MUCK IS ENCOUNTERED, IT SHALL BE COMPLETELY REMOVED FROM THE CENTERLINE, A DISTANCE OF 10 FEET BEYOND THE EDGE OF PAVEMENT AND BACKFILLED WITH A GRANULAR MATERIAL.
7. LOCATIONS OF DRAINAGE STRUCTURES SHALL GOVERN AND PIPE LENGTHS MAY HAVE TO BE ADJUSTED TO ACCOMPLISH CONSTRUCTION AS SHOWN ON THESE PLANS.
8. ALL SIGNING AND PAVEMENT MARKING SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" FLORIDA DEPARTMENT OF TRANSPORTATION AND FLAGLER COUNTY SPECIFICATIONS.
9. BEFORE STARTING WORK, CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AND REQUEST LOCATION OF EXISTING UNDERGROUND SERVICES.
10. WHERE NEW UTILITIES CROSS EXISTING UTILITIES, THE CONTRACTOR SHALL FIELD VERIFY CLEARANCE PRIOR TO INSTALLATION OF ANY PORTION OF NEW UTILITY. IF UTILITIES WOULD CONFLICT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO INSTALLATION OF NEW UTILITY.
11. BENCH MARK ELEVATIONS HEREON REFER TO N. G. V. D. 1929.
12. CONTRACTOR WILL CONSULT WITH OWNER OR OWNERS' REPRESENTATIVE PRIOR TO ANY CLEARING, GRUBBING OR SWALE CONSTRUCTION FOR VEGETATION TO REMAIN, BE TRANSPLANTED OR REMOVED.
13. GRADE OF ROADS TO BE CONSTRUCTED WILL BE DETERMINED BY THE OWNER.
14. ANY VARIATION TO THESE PLANS MUST BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
15. ALL EXCESS EXCAVATION WILL BE NEATLY STOCKPILED ON SITE IN A LOCATION DETERMINED BY THE OWNER.
16. CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING THE LINES AND GRADES OF ALL DESIGNATED SWALE AREAS UNTIL FINAL VEGETATION IS ESTABLISHED.
17. ALL TESTING WILL BE PAID FOR AND PERFORMED BY THE OWNER. ALL TESTING WILL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
18. CONTRACTOR TO UTILIZE BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND PRESERVE SURROUNDING WATER QUALITY (I.E. HAYBALES, TURBIDITY SCREENS).
19. ALL WATER AND SEWER CONSTRUCTION SHALL COMPLY WITH P.C.U.C. REQUIREMENTS.
20. ALL DISTURBED AREAS OF THE RIGHT-OF-WAY (OR ROADWAY EASEMENTS) SHALL BE SODDED.
21. TRAFFIC CONTROL THROUGH THE WORK ZONE CRITERIA IS TO COMPLY WITH SERIES 600 F.D.O.T. STANDARD INDICES.
22. ALL STOP SIGNS SHALL BE "R1-30" STOP SIGNS.
23. ALL PAVEMENT MARKINGS IN FLAGLER COUNTY RIGHTS-OF-WAY SHALL BE THERMOPLASTIC WITH GLASS BEADS.
24. EXTRUDED OR CURB-ON CURBS SHALL NOT BE PERMITTED BY FLAGLER COUNTY.
25. REINFORCED CONCRETE PIPE SHALL BE USED FOR THE STORM DRAINAGE SYSTEM FOR THIS PROJECT.
26. NO RECYCLED ASPHALT MATERIAL OR RECYCLED AGGREGATE MAY BE USED FOR PAVING THIS SITE.
27. ANY DAMAGE TO ROAD OR RIGHT-OF-WAY SHALL BE REPAIRED PER FLAGLER COUNTY CODE, SECTION 26.




HIGER & ASSOCIATES, INC.

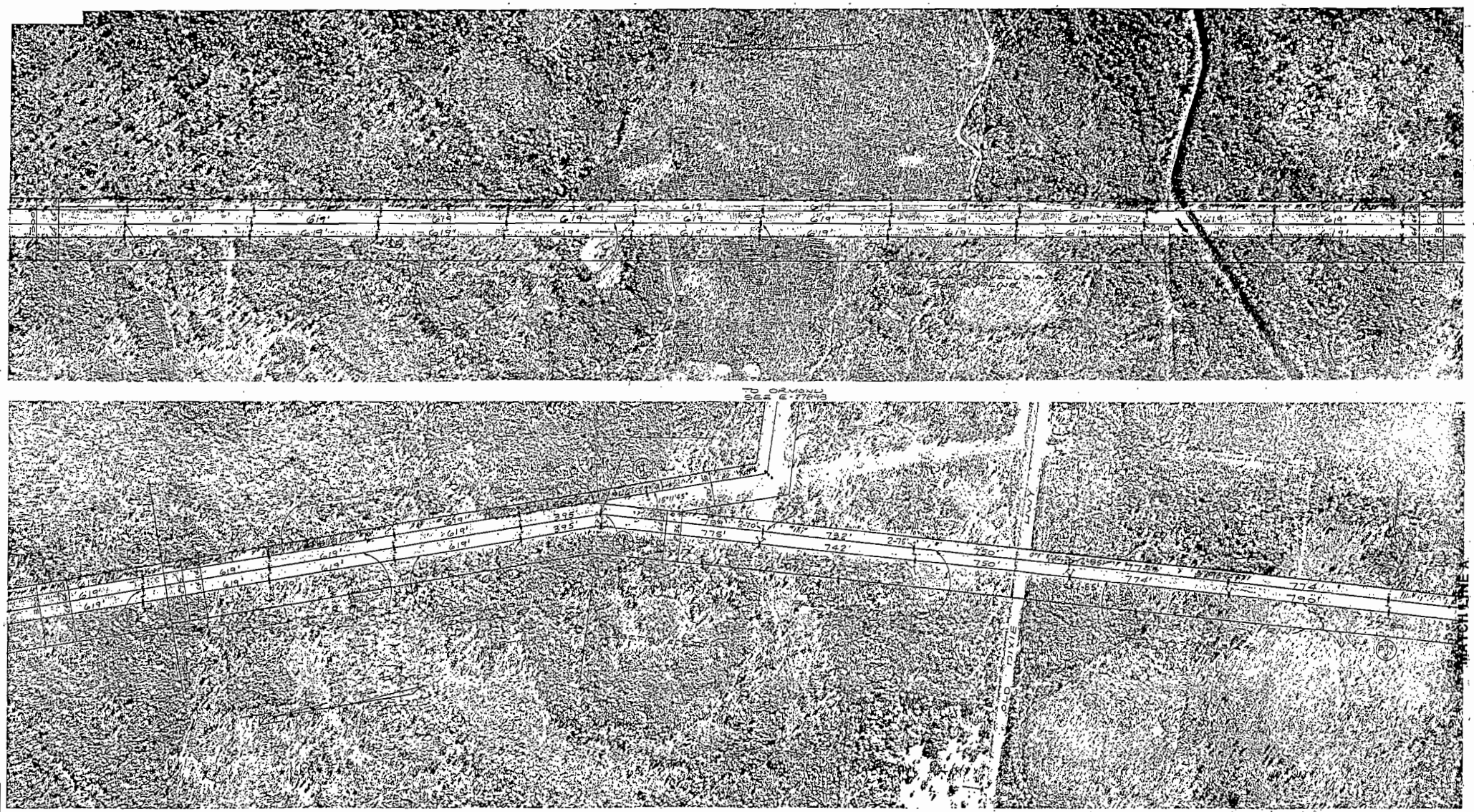
SURVEYOR'S CERTIFICATE

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 12-23-05 | REVISE WWS REVISED |
| 2 | 1-4-06 | REVISE TO 30" |
| 3 | 1-23-06 | REVISE WM LOCATE |
| 4 | 10-25-06 | REVISE WM LOCATE |

FINLEY ENGINEERING GROUP
CERTIFICATE OF AUTHORIZATION # 8081
P.O. BOX 290381, PORT ORANGE, FL. 32129-0381
(904) 756-8676
JERRY K. FINLEY, P.E. # 29999
SHAWN P. FINLEY, P.E. # 57446

PLANTATION BAY UTILITY CO.
WELL NO. 4

SHEET TITLE
SITE PLAN
SCALE: 1 INCH

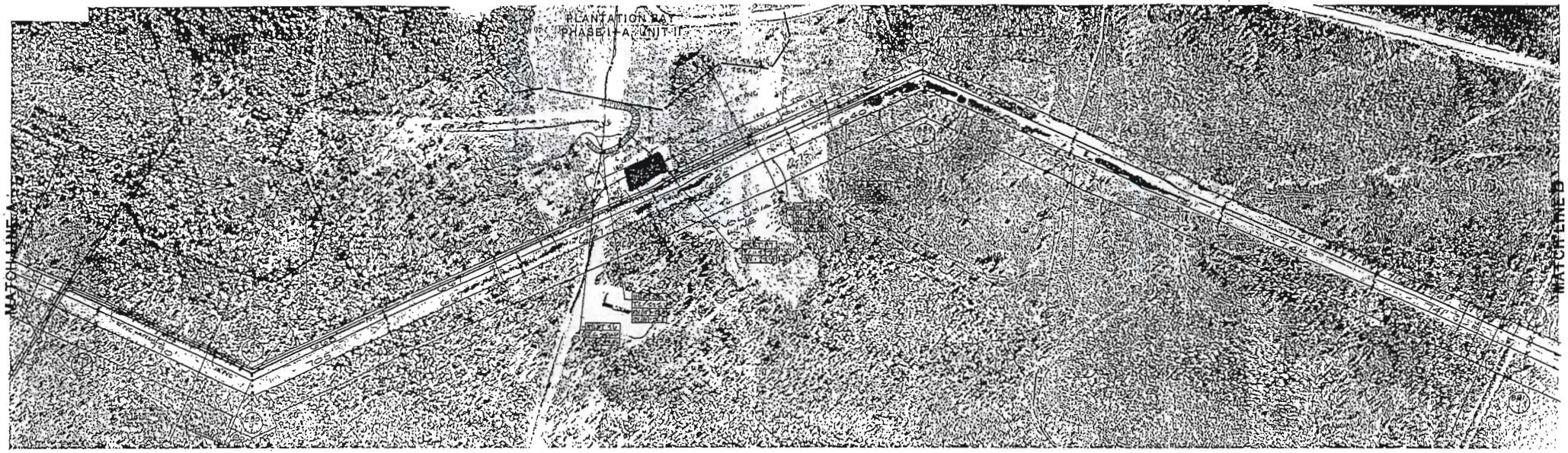


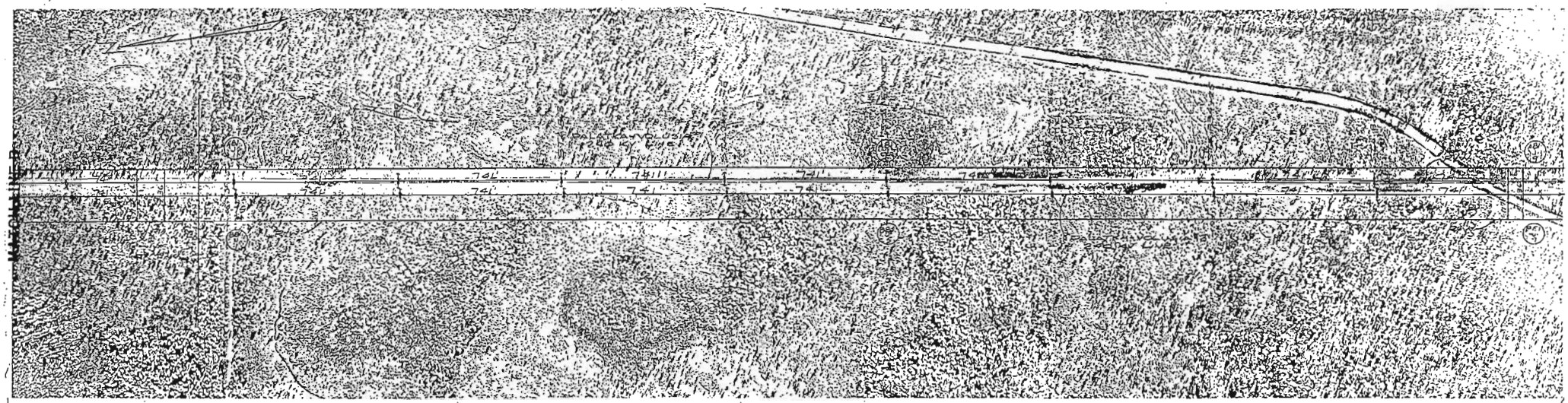

# PLANTATION BAY
## OFFSITE WATER AND SEWER

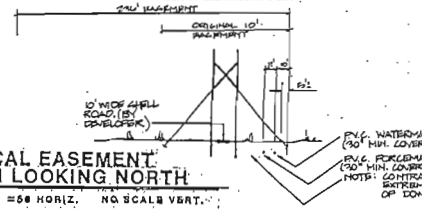
VOLUSIA COUNTY, FLORIDA

**ZEV COHEN & associates, Inc.**
ENGINEERING • PLANNING • SURVEYING
LANDSCAPING DESIGN
55 BETON TRAIL (904) 677-2482
ORMOND BEACH, FLORIDA 32074

| | | |
|---|---|---|
| DRAWING # 83-204-43 | DESIGNER J.K.F. | NOT VALID WITHOUT EMBOSSED SEAL |
| DATE 10-3-84 | DRAFTSPERSON A.R. | 1-2 FILE LOCATION |
| SCALE 1"=200' | SHEET 1 OF 2 | |




TYPICAL EASEMENT
SECTION LOOKING NORTH

APPROX. SCALE: 1 = 50 HORIZ. NO SCALE VERT.

| NO | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 12-18-85 | ADDED DRAINAGE AT HOLE #8 | JKF/DLH |

REVISIONS

PLANTATION BAY
OFFSITE WATER AND SEWER

VOLUSIA COUNTY, FLORIDA

B

ZEV COHEN & associates, inc.
ENGINEERING • PLANNING • SURVEYING
LANDSCAPING DESIGN
65 SETON TRAIL (904) 677-2482
ORMOND BEACH, FLORIDA 32074

SEAL
NOT VALID WITHOUT EMBOSSED SEAL

| | | | |
|---|---|---|---|
| DRAWING # | 83-204-63 | DESIGNER | J.K.F. |
| DATE | 10-3-85 | DRAFTSPERSON | A.R. |
| SCALE | 1" = 200' | SHEET | 2 OF 2 |

1-2
FILE LOCATION

## APPENDIX "D"

## CERTIFICATES, PERMITS

1. **Consumptive Use Permit Number 2-035-1960-6.**

2. **FPSC Water Certificate No. 455W**

**PERMIT NO.** 1960 **ORIGINAL PERMIT ISSUED:** March 13, 2001
**Compliance Report Permit Date:** November 11, 2008

**PROJECT NAME:** Plantation Bay Utility Co.

**A PERMIT AUTHORIZING:**

The District authorizes, as limited by the attached permit conditions, the use of 139.50 million gallons per year (0.382 mgd average) of groundwater from the Floridan aquifer for public supply use (which includes household, commercial, water utility, and unaccounted-for uses) and 0.60 million gallons per day for essential use (fire protection).

**LOCATION:**

Site: Plantation Bay Utility Co.
Flagler, Volusia Counties

| | | | | | |
|---|---|---|---|---|---|
| Section(s): | 2, 3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 22, 23 | Township(s): | 13S | Range(s): | 31E |

**ISSUED TO:**

Plantation Bay Utility Company
2379 Beville Road
Daytona Beach, FL 32119

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes and 40C-1, Florida Administrative Code.

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated November 11, 2008

**AUTHORIZED BY:** St. Johns River Water Management District
Department of Resource Management

By: _____
Harold A. Wilkening III
Director

By: _____
Kirby B. Green, III
Executive Director

**"EXHIBIT A"**
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 1960**
**PLANTATION BAY UTILITY COMPANY**
**DATED NOVEMBER 11, 2008**

1. District Authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.

2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, is declared by the District Governing Board, the permittee must adhere to the water shortage restriction as specified by the District, even though the specified water shortage restrictions may be inconsistent with the terms and conditions of this permit.

3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District, or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.

4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.

5. Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.

6. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, Florida Administrative Code.

7. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.

8. All submittals made to demonstrate compliance with this permit must include the permit number 1960 plainly labeled on the submittals.

9. This permit will expire on March 13, 2021. ✓

10. Maximum annual groundwater withdrawals from the Floridan aquifer for public supply type use (which includes household, commercial, water utility, and unaccounted for uses) must not exceed the following allocations:

    79.79 million gallons per year (0.219 mgd average) in 2008;
    84.75 million gallons per year (0.232 mgd average) in 2009;
    89.72 million gallons per year (0.246 mgd average) in 2010;
    94.68 million gallons per year (0.259 mgd average) in 2011;

99.68 million gallons per year (0.273 mgd average) in 2012;
104.64 million gallons per year (0.287 mgd average) in 2013;
109.64 million gallons per year (0.300 mgd average) in 2014;
114.57 million gallons per year (0.314 mgd average) in 2015;
119.57 million gallons per year (0.328 mgd average) in 2016;
124.54 million gallons per year (0.341 mgd average) in 2017;
129.54 million gallons per year (0.355 mgd average) in 2018;
134.50 million gallons per year (0.369 mgd average) in 2019; and
139.50 million gallons per year (0.382 mgd average) in 2020 and 2021.

11. Maximum daily withdrawals from the Floridan aquifer for essential fire protection must not exceed 0.6 million gallons.

12. Wells A-1 (ID 6747), B-2 (ID 6748), C-3 (ID 6749), and D-4 (ID 31977), as listed on the application, are equipped with totalizing flow meters. These meters must maintain 95% accuracy, be verifiable, and be installed according to the manufacturer's specification.

13. Total withdrawals from wells A-1 (ID 6747), B-2 (ID 6748), C-3 (ID 6749), and D-4 (ID 31977), as listed on the application, must be recorded continuously, totaled monthly, and reported to the District at least every six months for the duration of the permit using Form No. EN-50. The reporting dates each year will be as follows:

| Reporting Period: | Report Due Date: |
|---|---|
| January - June | July 31 |
| July - December | January 31 |

14. The permittee must have each flow meter checked for accuracy at least once every three years and recalibrated if the difference between the actual flow and meter reading is greater than 5%. The permittee must submit District form EN-51 to the District within ten days of inspection/calibration.

15. The permittee must maintain all flow meters. In case of failure or breakdown of any meter, the permittee must notify the District in writing within five days of its discovery. The permittee must repair or replace a defective meter within 30 days of its discovery.

16. The water conservation plans submitted to the District on December 6, 2007 and March 4, 2008 must be implemented in accordance with the implementation schedule contained therein.

17. The lowest quality water source, such as reclaimed water and surface/storm water, must be used as irrigation water when deemed feasible pursuant to District rules and applicable state law.

18. The permittee must continue to furnish the total daily flow of reclaimed water to the Plantation Bay Club de BonMont Golf Course for use as irrigation water.

19. Withdrawals from production wells A-1 (ID 6747), B-2 (ID 6748), C-3 (ID 6749), and D-4 (ID 31977), as listed on the application, must not cause the water level in the Floridan aquifer at any of these wells to drop below 4 feet NGVD. The permittee must maintain the water level monitors on the production wells, which will automatically shut off each well if water levels reach 4 feet NGVD.

20. Water samples must be collected from wells A-1 (ID 6747), B-2 (ID 6748), C-3 (ID 6749), and D-4 (ID 31977), as listed on the application, in accordance with a District approved QA/QC program in May and October of each year for the duration of the permit. The water samples must be analyzed for the following:

| | |
|---|---|
| Calcium | Total Alkalinity |
| Sodium | Magnesium |
| Potassium | Sulfate |
| Chlorides | Total Hardness |
| Ph | Carbonate |

All major ion analyses must be performed on filtered samples and must be checked for a cation-anion balance of less than 5%. If this 5% error margin is exceeded in any sample, an additional sample must be collected immediately and reanalyzed. Results of these tests must be submitted to the District on a semi-annual basis.

21. The permittee shall submit, to the District, a compliance report pursuant to subsection 373.236(3), F.S., 10, and 15 years from the date of issuance of this permit. Specifically, the permittee shall submit the report by April 1st of 2011 and 2016. The report shall contain sufficient information to demonstrate that the permittee's use of water will continue, for the remaining duration of the permit, to meet the conditions for permit issuance set forth in the District rules that existed at the time the permit was issued for 20 years by the District. At a minimum, the compliance report must:

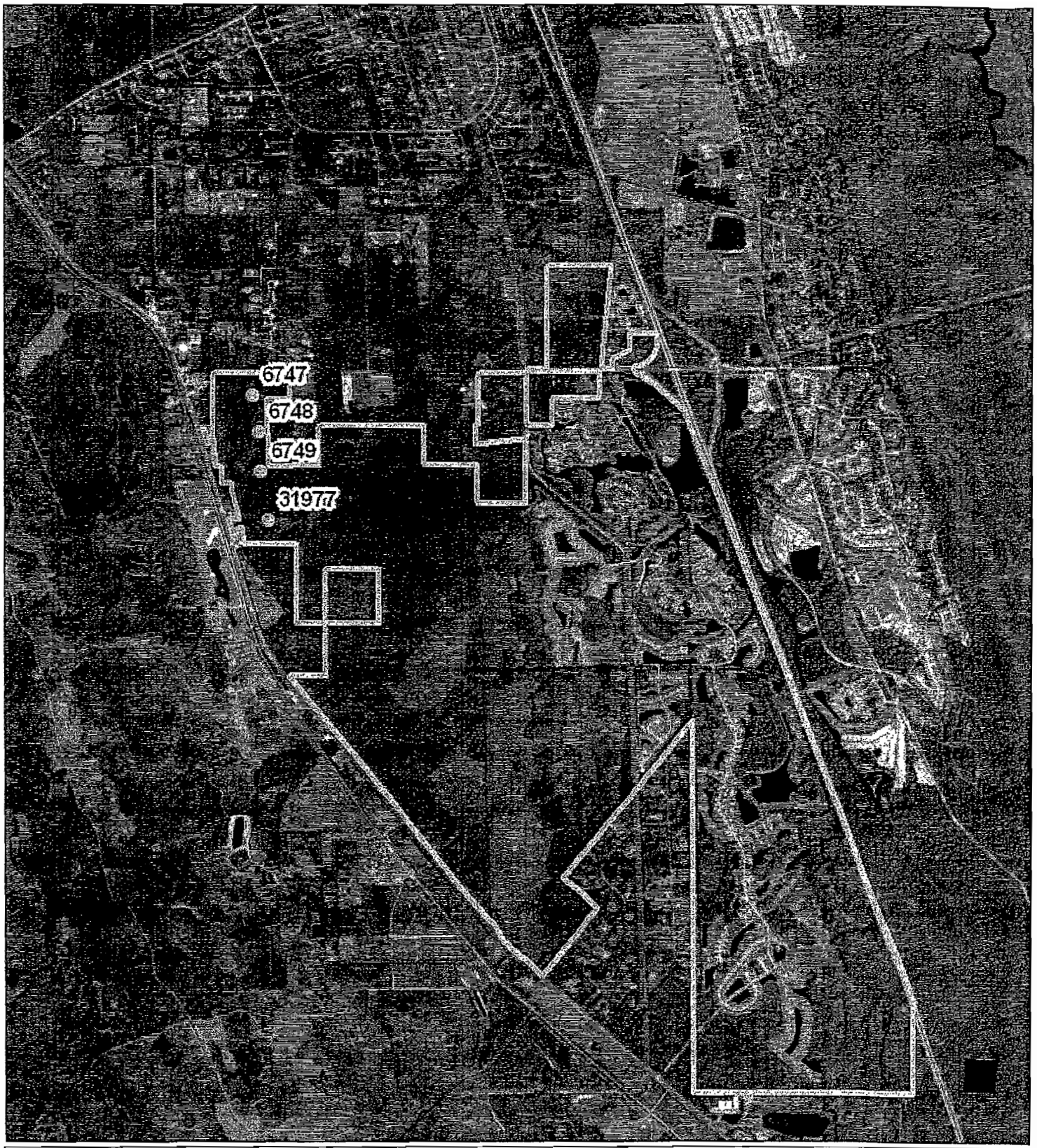
    a) meet the submittal requirements of section 4.2 of the Applicant's Handbook: Consumptive Uses of Water, February 8, 1999; and

    b) demonstrate that the use of water authorized by this permit can be supplied by the source.

22. The permittee shall not irrigate landscape for more than the number of days and the time periods provided for in section 40C-2.042, Florida Administrative Code.

23. Legal uses of water existing at the time of the permit application may not be significantly impacted as a result of the consumptive use. If significant impacts occur (including interference with other existing legal users), the District may revoke the permit in whole or in part to abate the adverse impact unless otherwise mitigated by the permittee. In those cases, where other permit holders are identified by the District as also contributing to the adverse impact, the permittee may choose to mitigate in a cooperative effort with these other permittees. The permittee must submit a mitigation plan to the District for approval prior to implementing such mitigation.

24. The permittee's consumptive use shall not adversely impact wetlands, lakes, and spring flows or cause or contribute to a violation of minimum flows and levels (MFLs) adopted in Chapter 40C-8, F.A.C., except as authorized by an SJRWMD-approved MFL recovery strategy. If unanticipated significant adverse impacts occur, the SJRWMD shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts are mitigated by the permittee pursuant to a District-approved plan.




N

0 0.5 1 Miles

Created October 24, 2008

**Plantation Bay Utility Co.**
**1960-6**
**Flagler/Volusia Counties**

**2004 Digital Ortho Quadrangle**

## APPENDIX "E"

## DEVELOPER AGREEMENTS

| Name of Project | Date of Agreement | Status |
|---|---|---|
| Dixie Commons<br>Lighthouse Development Group, Inc. | October 26, 2005 | Infrastructure Completed |

No Third party consents necessary for assumption by Purchaser.
Connection charges for 55.71 ERC's for 28 lots were paid by the Developer.
Three commercial buildings have been connected to the system.
The amount collected was $171,308 of which $152,953.55 is due Purchaser at Closing.

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| | | |
|---|---|---|
| Old Dixie Community Park<br>Flagler County, Florida | March 5, 2007 | Completed/in service |

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| | | |
|---|---|---|
| Bri-Chad Construction<br>(Dixie Crossings) | June 18, 1987 | Raw land - stub outs for water and Sewer on south side |

No third party consents necessary for assumption by Purchaser.
No connection charges have been collected.
No buildings have been connected to the system.

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| | | |
|---|---|---|
| The Reserve at Flagler<br>(Plantation Estates) | September 30, 2005 | Infrastructure Completed |

84 Acres Limited Partnership - assigned to Flagler Reserve, LLC on March 22, 2007.

No third party consents necessary for assumption by Purchaser.
Connection charges for 75 ERC's were paid by the Developer.
No connections have been made to the system.
The amount collected was $230,625 which is due Purchaser at Closing.

Dixie Commons
NAME OF PROJECT

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 20th day of October, 2005, by and between LIGHTHOUSE DEVELOPMENT GROUP, INC., a Florida corporation, hereinafter referred to as "Developer," and PLANTATION BAY UTILITY COMPANY, a Florida corporation, hereinafter referred to as "Service Company,"

WHEREAS, Developer owns or controls lands located in Flagler County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer has plans to develop the Property by constructing thereon 80,000 square feet or professional office space, said space to be completed and designed in basic accordance with the conceptual plan thereof, as described and provided in Exhibit "C"; and

WHEREAS, Developer desires that the Service Company provide potable water ("Water Service") and central wastewater collection, treatment and disposal ("Wastewater Service") for Developer's Property herein described; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, Water Service and Wastewater Service ("Utility Service") to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate Utility Service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

1.0 The foregoing statements are true and correct and incorporated herein.

2.0 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(a) "Consumer Installation" - All facilities ordinarily on the Consumer's side of the Point of Delivery.

(b) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by

the cost of the Utility Systems including lift stations and treatment plants constructed or to be constructed by a Developer or owner, which Developer or owner transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide Utility Service to the Property.

(c) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 350 gallons per day (gpd) for water service and 280 gallons per day (gpd) for wastewater service. The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 gpd for water service and 280 gpd for wastewater service.

(d) "Point of Delivery" - For wastewater service, the point where the pipes of Service Company are connected with the pipes of the Consumer, and for water service is at the outflow of the water meter.

(e) "Property" - The area or parcels of land described in Exhibit "A."

(f) "Service" - The readiness and ability on the part of Service Company to furnish and maintain Utility Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 Assurance of Title. Within a period of forty-five (45) days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to Service Company a copy of Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement. A copy of said Title Insurance Policy is attached hereto as Exhibit "B"; the deeds evidencing developer's title to the Property are likewise attached hereto as Exhibit "E".

4.0 Connection Charges. Developer, upon execution of this Agreement, shall place $21,095.00, (the equivalent of 20% of the calculated connection charges) into an escrow account with the escrow agent chosen by Service Company. A detailed summary of the calculations utilized to achieve this figure is attached hereto as Exhibit "D". This

escrowed money shall be released to the Service Company consistent with the terms specified below or, in the event Developer does not proceed with development, the escrowed money shall be released to Service Company to offset expenses incurred while obtaining required state and local approvals associated with providing the requested service. The remaining balance of $84,378.00 (the equivalent of 80% of the calculated connection charges) shall be paid to the Service Company upon Service Company successfully obtaining all necessary state and local approvals and Developer receiving all necessary construction permits for the line extensions. Both Developer and Service Company agree to work diligently together to expeditiously accomplish the above. Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Service Company shall not be obligated to refund to Developer or Consumer any portion of the value of the connection charges for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

4.1 Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or wastewater facilities and properties of Service Company, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

4.2 Any user or consumer of Utility Service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4.3 Developer shall be required to make an advance deposit in the amount of $10,000.00 pursuant to Rule 25-30.540, Florida Administrative Code, at the time of execution of this Agreement to cover engineering, administrative and legal expenses incurred by the Service Company in execution and performance of this Agreement including, but not limited to, the expansion of its service area.

5.0 On-Site and Off-Site Systems. Developer hereby covenants and agrees to design and construct at its sole cost and expense the on-site water distribution and wastewater collection systems. The term "on-site water distribution and wastewater collection systems" means and includes all pipes, valves, facilities and equipment, including pumping stations, constructed within the boundaries of Developer's Property adequate in size to provide each building within the Property with water and wastewater service. Developer shall design and construct at its sole cost and expense the off-site water distribution and wastewater collection systems. The term "off-site wastewater collection systems" means and includes all water distribution and wastewater collection lines, facilities, and equipment, including lift stations, located outside the boundaries of Developer's Property and constructed for the purpose of connecting on-site systems to Service Company's existing main. Should Service Company require Developer to oversize

the water distribution and/or wastewater collection systems to serve property other than the Property the Service Company shall collect from such other developers and pay to Developer the prorata hydraulic share utilized by such other developments for a period of seven (7) years from the date Service Company accepts such oversized systems. Nothing in this agreement shall be construed as to prohibit Developer from sharing the cost of designing and constructing the off-site systems with other parties, so long as all parties have executed a Developer Agreement with Service Company.

5.1 Developer at its sole cost and expense shall cause to be prepared five (5) copies of the applications for permits and eight (8) sets of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site and off-site water distribution and wastewater collection systems proposed to be installed to provide Utility Service to the Property as well as appropriate utility easements. Developer shall cause his engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of the permits and approved plans.

5.2 After the approval of plans and specifications by Service Company and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.

5.3 Developer shall provide to Service Company's inspector, twenty-four (24) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site and off-site water distribution and wastewater collection systems as shown on the approved plans and specifications.

5.4 During the construction of the on-site and off-site systems by Developer, Service Company shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. Service Company, engineer of record and utility contractor shall be present for all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices. Developer agrees to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of the water distribution and wastewater collection facilities constructed by Developer or Developer's contractor.

5.5 Upon completion of construction, Developer's engineer of record shall submit to Service Company a copy of the signed certification of completion submitted to the appropriate regulatory agencies. The engineer of record shall also submit to Service Company reproducible ammonia mylars of the as-built plans prepared and certified by the engineer of record as well as a CD computer disk in PDF format.

5.6 By these presents, Developer without further consideration hereby transfers to Service Company, title to the on-site and off-site systems. Such conveyance shall take effect at the time Service Company issues its final letter of acceptance. As further evidence of said transfer of title, upon the completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Service Company at Service Company's request, Developer shall:

(a) Convey to Service Company, by bill of sale in form satisfactory to Service Company's counsel, such water distribution and wastewater collection systems as constructed by Developer and approved by Service Company.

(b) Provide Service Company with copies of invoices from contractor for such systems.

(c) Provide Service Company with copies of Releases of Lien for said invoices.

(d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Service Company which Developer obtains from any contractor constructing such utility systems. Developer hereby warrants and guarantees for one year from the date of transfer that the system is free of defects, and functions or will function as designed. Developer shall immediately repair any defects or Service Company may make repair at Developer's expense.

(e) Provide to the Service Company an executed notarized affidavit in a form satisfactory to Service Company's counsel of Developer's right to convey the property and assuring that work has been fully paid for such utility systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.

(f) Provide Service Company with all appropriate operation/maintenance and parts manuals and shop drawings.

(g) Further cause to be conveyed to Service Company, free and clear of all encumbrances, all easements and/or rights-of-way covering areas in which such systems are installed (unless

installed in a public right-of-way or easement dedicated by plat), by recordable document in form satisfactory to Service Company's counsel.

5.7 Service Company agrees that the issuance of the final letter of acceptance for such installations installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward.

6.0 Agreement to Serve. Upon the completion of construction of the on-site and off-site water distribution and wastewater collection systems, their inspection, and the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will oversee the connection of the water distribution and wastewater collection systems installed by Developer to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides Utility Service to the Property and Developer or others have connected Consumer Installations to its System, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Utility Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

7.0 Application for Service: Consumer Installations. Developer, or any owner of any parcel of the Property, or any occupant of any building or unit located thereon shall not have the right to and shall not connect any Consumer Installation until formal written application has been made to Service Company by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

7.1 Although the responsibility for connecting the Consumer Installation to the lines of Service Company at the Point of Delivery is that of the Developer or entity other than Service Company, with reference to such connections, the parties agree as follows:

(a) All Consumer Installation connections must be inspected by Service Company before backfilling and covering of any pipes.

(b) Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by the plumber or Developer, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays, and holidays.

(c) If Service Company fails to inspect the Consumer Installation connection within forty-eight (48) hours after such inspection is requested by Developer or the owner of any parcel, Developer or owner may backfill or cover the pipes without Service Company's approval and Service Company must accept the connection as to any matter which could have been discovered by such inspection.

(d) If the Developer does not comply with the foregoing inspection provisions, Service Company may refuse service to a connection that has not been inspected until Developer complies with these provisions.

(e) The cost of constructing, operating, repairing or maintaining Consumer Installations shall be that of Developer or a party other than Service Company.

(f) If a commercial kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Service Company requires that a grease trap be constructed, installed and connected so that all wastewaters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease trap shall be approved by Service Company.

(g) No substance other than domestic wastewater will be placed into the wastewater system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

8.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Service to the Property during the period of time Service Company, its successors and assigns, provide Utility Service to the Property,

it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide Utility Service to the Property and to the occupants of such buildings or units constructed thereon.

9.0 Rates. Service Company agrees that the rates to be charged to Developer and individual consumers of Utility Service shall be those set forth in the tariff of Service Company approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

9.1 Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering Utility Service to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law.

9.2 Any such initial or future decreased or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the Utility Service provided to the Property by Service Company.

10.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the provisions of paragraph 22.0 hereof.

11.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Lighthouse Development Group, Inc.
301 South Central Avenue
Flagler Beach, Florida 32136
ATTN: Mr. Charlie Faulkner

and if to the Service Company, at:

Plantation Bay Utility Company
2379 Beville Road

Daytona Beach, Florida 32119
ATTN: Mr. Douglas R. Ross, Jr.

with a copy to:

Rose, Sundstrom & Bentley, LLP
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
Attention: Martin S. Friedman, Esquire

12.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

13.0 Costs and Attorney's Fees. In the event the Service Company or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, including such fees and costs of any appeal.

14.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities (which will be repaired by Service Company as soon as reasonably possible), governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

15.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable trial and appellate attorney's fees) to which such party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water and wastewater systems.

MISCELLANEOUS PROVISIONS

16.0 The rights, privileges, obligations and covenants of Developer and Service Company shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

17.0 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

18.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

19.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

20.0 The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Service Company.

21.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

22.0 Because of inducements offered by Developer to Service Company, Service Company has agreed to provide Utility Service to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to third parties without the written consent of Service Company, except in the case of a bona-fide sale of Developer's Property. Such approval shall not be unreasonably withheld. Moreover, Developer agrees that this Agreement is a superior instrument to any other documents, representations, and promises made by and between Developer and third parties, both public and private, as regards the provisions of Utility Service to Developer's property.

23.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

24.0 Service Company shall at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

25.0 The parties hereto recognize that prior to the time Service Company may actually commence upon a program to carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmen-tal authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Service Company. The Service Company agrees that it will diligently and earnestly, at its sole cost and expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.

26.0 Expansion of Development. Should Developer desire to expand its development to include additional property adjacent to Property, Service Company and Developer agree to enter into a Developer Agreement upon terms and conditions as are set forth herein with connection charges in the amount of $3,075.00 per residential unit. This right of Developer for Utility Service to an expansion of its Development shall terminate if a Developer Agreement is not executed within two (2) years from the date of this Agreement.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

Print Name: BETH MILLER

Print Name: Richard L. Smith

Print Name: Lisa Smith

Print Name: Melissa Anderson

PLANTATION BAY UTILITY COMPANY

By: _____
Douglas R. Ross, Jr., Vice President

LIGHTHOUSE DEVELOPMENT GROUP, INC.

By: _____
Print Name: CHARLES FAULKNER
Its: V.P.

[NOTARY ATTESTATIONS ON PAGE 11]

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by Douglas R. Ross, Jr., as Vice President, of Plantation Bay Utility Company, a Florida corporation, on behalf of the corporation. He is personally known to me or ~~has produced~~ _____ as identification.

Beth Miller
Notary Public - State of Florida at Large
Printed Name:

BETH MILLER
Notary Public - State of Florida
My Commission Expires Jan 9, 2009
Commission # DD 353710

My Commission Expires:

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 18 day of October, 2005, by Charlie Faulkner, as Vice President, of Lighthouse

Development Group, Inc., a Georgia Corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Melissa Anderson
Notary Public - State of Florida at Large
Printed Name:
Melissa Anderson
My Commission Expires:
June 22, 2009

MELISSA ANDERSON
MY COMMISSION #DD443739
EXPIRES: JUN 22, 2009
Bonded through 1st State Insurance

This Instrument Prepared By: Martin S. Friedman, Esquire, 2180 W. State Road 434, Suite 2118, Longwood, FL 32779

M:\1 ALTAMONTE\PLANTATION BAY\(.07) LIGHTHOUSE POINT DEVAG\Devag (Lighthouse Development Group).wpd
3/2/05

EXHIBIT "A"
LEGAL DESCRIPTION

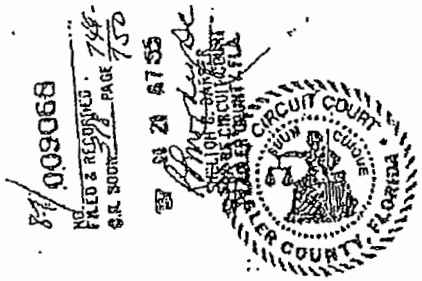
# Legal Description

P03

OFF REC 0318 PAGE 0750

EXHIBIT A

A PORTION OF LOT 8, BLOCK A, SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN SOUTH 05°04'03" EAST ALONG THE EASTERLY LINE OF SAID SECTION 3, A DISTANCE OF 2605.39 FEET TO THE INTERSECTION WITH THE CENTER LINE OF MARCO POLO BOULEVARD, FORMERLY CALLED OLD DIXIE HIGHWAY; THENCE SOUTH 89°23'27" WEST ALONG CENTER LINE OF SAID MARCO POLO BOULEVARD, A DISTANCE OF 1390.77 FEET TO A SPIKE AT THE WESTERLY END OF THE LIMITED ACCESS OF THE SOUTHBOUND EXIT RAMP OF INTERSTATE-95; THENCE NORTH 00°36'33", WEST, A DISTANCE OF 33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MARCO POLO BOULEVARD; THENCE SOUTH 89°23'27" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 60 FEET, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 89°23'27", WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 140 FEET; THENCE NORTH 00°36'33" WEST, A DISTANCE OF 200 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 60°00'00", A RADIUS OF 52.58 FEET, A CHORD LENGTH OF 52.58 FEET, A CHORD BEARING OF NORTH 29°23'26" EAST, AND AN ARC LENGTH OF 55.06 FEET; THENCE NORTH 59°23'26" EAST, A DISTANCE OF 118.50 FEET; THENCE SOUTH 35°48'58" EAST, A DISTANCE OF 140.66 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 60°10'16", A RADIUS OF 139.31 FEET, A CHORD LENGTH OF 139.67 FEET, A CHORD BEARING OF SOUTH 29°28'36" WEST AND AN ARC LENGTH OF 146.30 FEET; THENCE SOUTH 00°36'33" EAST, A DISTANCE OF 69.10 FEET TO THE NORTHERLY RIGHT-OF-WAY OF MARCO POLO BOULEVARD AND THE POINT OF BEGINNING.
PARCEL CONTAINS 1.00 ACRES MORE OR LESS.

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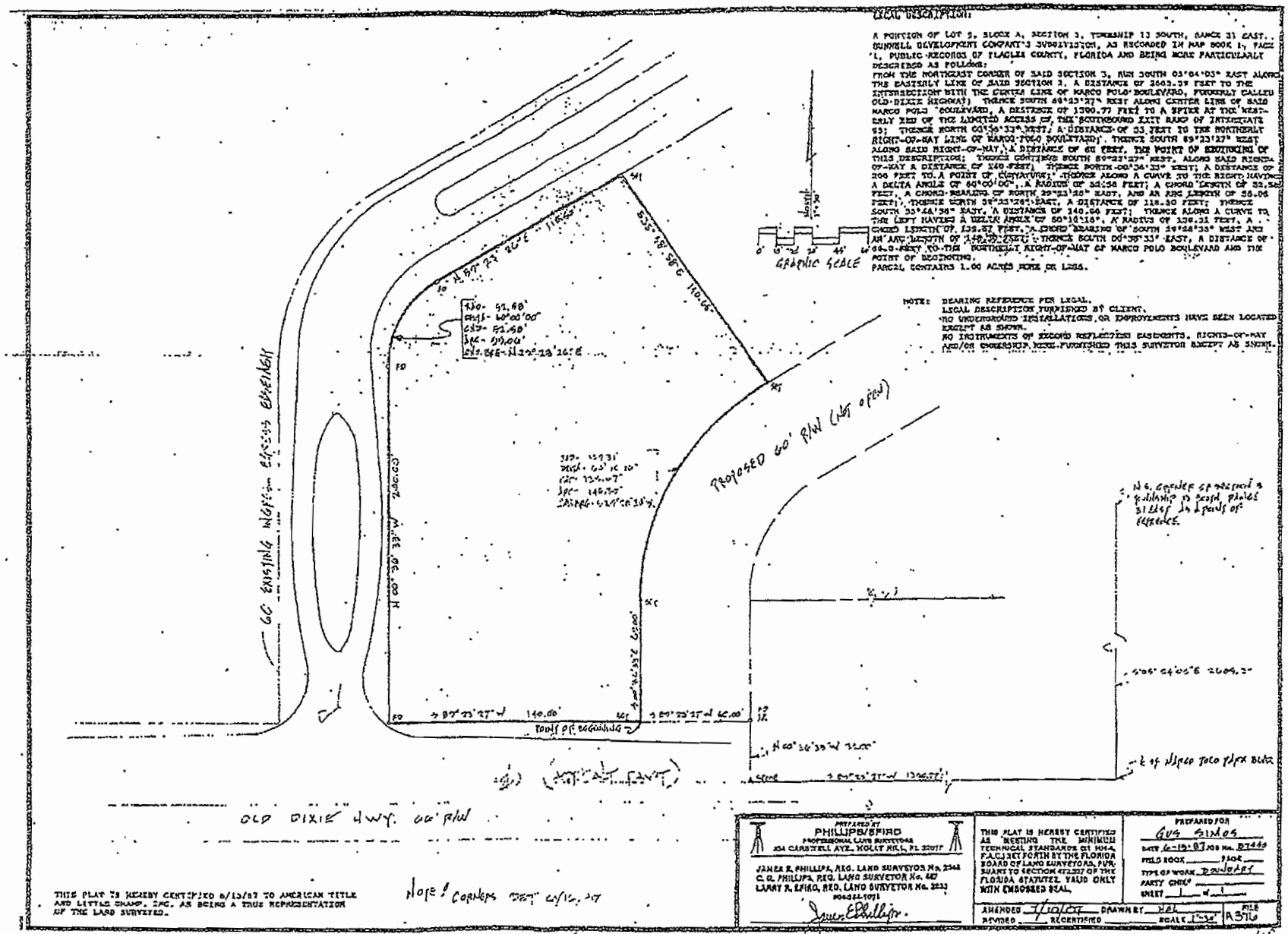
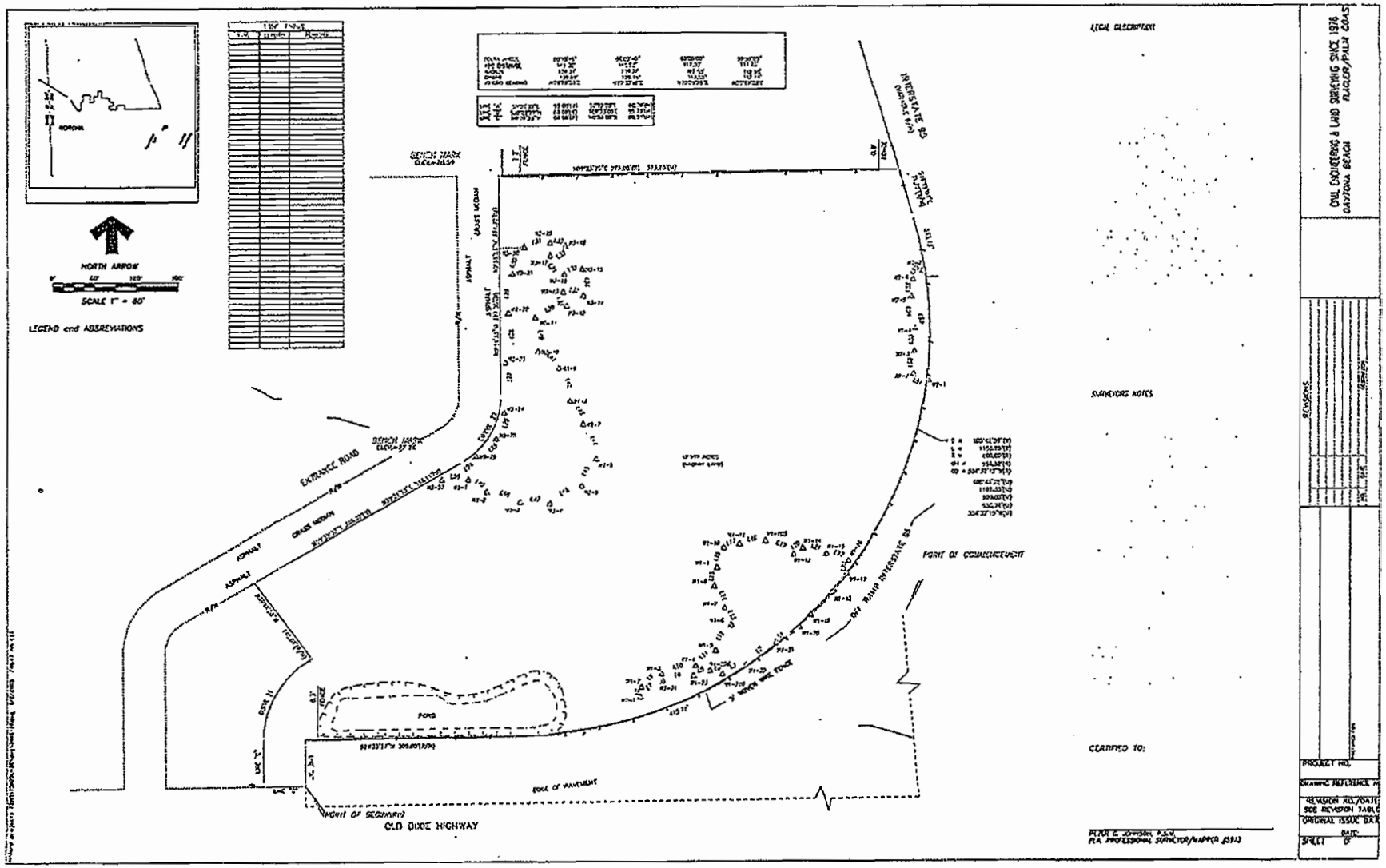

LEGAL DESCRIPTION:
A PORTION OF LOT 2, BLOCK A, SECTION 3, TOWNSHIP 12 SOUTH, RANGE 31 EAST, SUNNILL DEVELOPMENT COMPANY'S SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE NORTHEAST CORNER OF SAID SECTION 3, RUN SOUTH 03°04'03" EAST ALONG THE EASTERLY LINE OF SAID SECTION 3, A DISTANCE OF 2603.39 FEET TO THE INTERSECTION WITH THE CENTER LINE OF MARCO POLO BOULEVARD, FORMERLY CALLED OLD DIXIE HIGHWAY; THENCE SOUTH 89°23'27" WEST ALONG CENTER LINE OF SAID MARCO POLO BOULEVARD, A DISTANCE OF 1300.77 FEET TO A SPIKE AT THE NORTHERLY END OF THE LIMITED ACCESS R/W OF THE SOUTHBOUND EXIT RAMP OF INTERSTATE 95; THENCE NORTH 00°36'33" WEST, A DISTANCE OF 55 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MARCO POLO BOULEVARD; THENCE SOUTH 89°23'27" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 60 FEET, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 89°23'27" WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 140 FEET; THENCE NORTH 00°36'33" WEST; A DISTANCE OF 200 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 60°00'00", A RADIUS OF 52.58 FEET; A CHORD LENGTH OF 52.58 FEET, A CHORD BEARING OF NORTH 29°23'30" EAST, AND AN ARC LENGTH OF 55.05 FEET; THENCE NORTH 59°23'30" EAST, A DISTANCE OF 118.30 FEET; THENCE SOUTH 35°48'58" EAST, A DISTANCE OF 140.06 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 50°10'10", A RADIUS OF 130.21 FEET, A CHORD LENGTH OF 109.87 FEET, A CHORD BEARING OF SOUTH 19°28'38" WEST AND AN ARC LENGTH OF 113.99 FEET; THENCE SOUTH 00°36'33" EAST, A DISTANCE OF 66.0 FEET TO THE NORTHERLY RIGHT-OF-WAY OF MARCO POLO BOULEVARD AND THE POINT OF BEGINNING.
PARCEL CONTAINS 1.06 ACRES MORE OR LESS.
GRAPHIC SCALE
NOTE: BEARING REFERENCE PER LEGAL.
LEGAL DESCRIPTION FURNISHED BY CLIENT.
NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP HAVE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
60' EXISTING INGRESS EGRESS EASEMENT
PROPOSED 60' R/W (NOT OPEN)
OLD DIXIE HWY. 66' R/W
POINT OF BEGINNING
N 89°23'27" W 140.00'
S 89°23'27" E 60.00'
N 00°36'33" W 200.00'
S 35°48'58" E 140.06'
N 89°23'27" E 116.60'
R=130.00'
Δ=60°00'00"
CH=52.58'
ARC=55.05'
CHB=N29°23'30"E
N 00°36'33" W 55.00'
S 89°23'27" W 1300.77'
N 00°36'33" W 2603.39'
N 89°24'05" E 2604.3'
N 00°36'33" W 55.00'
S 89°23'27" W 1300.77'
N.E. CORNER OF RECORD & PUBLISHED SCRIPPS PLACE 31.11±S & 1.0±W OF REFERENCE.
E'LY LINE OF NORTH MARCO POLO PLACE BLOCK
THIS PLAT IS HEREBY CERTIFIED 6/13/87 TO AMERICAN TITLE AND LITTLE ABANDT, INC. AS BEING A TRUE REPRESENTATION OF THE LAND SURVEYED.
Hope I corners test civic 27
PREPARED BY
PHILLIPS/EFIRD
PROFESSIONAL LAND SURVEYORS
324 CARROLL AVE., HOLLY HILL, FL 32017
JAMES R. PHILLIPS, REG. LAND SURVEYOR No. 2348
C. O. PHILLIPS, REG. LAND SURVEYOR No. 467
LARRY R. EFIRD, REG. LAND SURVEYOR No. 2233
904-254-7071
THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. VALID ONLY WITH EMBOSSED SEAL.
PREPARED FOR
Gus Simos
DATE 6-19-87 JOB No. 87449
FIELD BOOK ____ PAGE ____
TYPE OF WORK Boundary
PARTY CHIEF ____
SHEET 1 of 1
AMENDED 7/10/87 DRAWN BY WEL
REVISED ____ RECERTIFIED ____ SCALE 1"=50'
FILE R316

A portion of Lots 9, 10, 11 and 12, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision as per map or plat of record in Plat Book 1, page 1, Public Records of Flagler County, Florida, being more particularly described as follows: As a point of reference, commence at the Northeast corner of said Section 3; thence South 05 degrees 04 minutes 03 seconds East, 2,685.39 feet; thence South 89 degrees 23 minutes 27 seconds West, along the centerline of Marco Polo Boulevard, formerly Old Dixie Highway, 1,390.77 feet; thence North 00 degrees 36 minutes 33 seconds West, 33.00 feet to the Point of Beginning of the following described lands: Thence South 89 degrees 23 minutes 27 seconds West, 60.00 feet; thence North 00 degrees 36 minutes 33 seconds West, 69.00 feet to a Point of Curvature of a curve concave to the right having a radius of 139.31 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 10 minutes 16 seconds, subtended by a chord bearing a distance of North 29 degrees 28 minutes 38 seconds East, 139.67 feet and arc length of 146.30 feet; thence North 35 degrees 48 minutes 58 seconds West, 140.66 feet; thence North 59 degrees 23 minutes 27 seconds East, 346.47 feet to a point of curvature of a curve concave to the left having a radius of 112.58 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 00 minutes 00 seconds, subtended by a chord bearing and distance of North 29 degrees 23 minutes 26 seconds East, 112.58 feet, an arc length of 117.89 feet to the Point of Tangency; thence North 00 degrees 36 minutes 33 seconds West, 324.48 feet; thence North 89 degrees 23 minutes 26 seconds East, 573.05 feet, thence South 16 degrees 19 minutes 04 seconds East, along the Westerly right of way line of Interstate 95, a 300 foot right of way, 71.22 feet to a point of curvature of a curve concave to the right having a radius of 600 00 feet; thence Southwesterly along the arc of said curve, passing through a central angle of 105 degrees 42 minutes 30 seconds, subtended by a chord bearing and distance of South 36 degrees 32 minutes 12 seconds West, 956 52 feet, an arc length of 1,106.98 feet to the Point of Tangency; thence South 89 degrees 23 minutes 27 seconds West, 300 00 feet; thence South 00 degrees 36 minutes 33 seconds East, 69.00 feet to the Point of Beginning.

Together with an easement for ingress and egress over and across the 60 00 foot road right of way which adjoins the above described property on the Westerly side and extending Southerly to the Northerly right of way line of Old Dixie Highway.



NORTH ARROW
SCALE 1" = 80'
LEGEND and ABBREVIATIONS
BENCH MARK
EXTRANCE ROAD
ASPHALT
GRASS MEDIAN
INTERSTATE 95
OFF RAMP INTERSTATE 95
POINT OF COMMENCEMENT
POND
EDGE OF PAVEMENT
POINT OF BEGINNING
OLD DIXIE HIGHWAY
LEGAL DESCRIPTION
SURVEYORS NOTES
CERTIFIED TO:
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
REVISIONS
PROJECT NO.
DRAWING REFERENCE
REVISION NO./DATE
SEE REVISION TABLE
ORIGINAL ISSUE DATE
SHEET OF

EXHIBIT "B"
TITLE INSURANCE POLICY

ISSUED BY

Commonwealth
Land Title Insurance Company

POLICY NUMBER
A02-158330

# OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM CC Dixie Commons COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COM NCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy nage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insure 12.567 acres therein:

1. Title to the estate or interest described in Sche
2. Any defect in or lien or encumbrance on the ti
3. Unmarketability of the title;
4. Lack of a right of access to and from the land

The Company will also pay the costs, attorneys the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest: James J. Dilynch Jr. Secretary

By: President

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

      (i) to timely record the instrument of transfer; or

      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

# CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

Conditions and Stipulations Continued Inside Cover

# Commonwealth Land Title Insurance Company

*OWNER'S POLICY*

## Schedule A

| Policy No.: | Effective Date: | Agent's File Reference: |
|---|---|---|
| A02-158330 | November 15, 2004 @ 07:56 AM | 0457749 |

Amount of Insurance: $1,500,000.00

1. Name of Insured: Thomas N. Cooke, Lighthouse Development Group, Inc. and Old Dixie Partners, LLC

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 1166, Page 1943, Public Records of Flagler County, Florida.

3. The land referred to in this policy is described as follows:

   See Exhibit "A" attached hereto

Agent No.: 12-58918

Issuing Agent:

Winderweedle, Haines, Ward & Woodman, P.A.
250 Park Avenue South, 5th Floor
Post Office Box 880
Winter Park, FL 32789

Agent's Signature
Randolph J. Rush
Esquire

# Commonwealth Land Title Insurance Company
*OWNER'S POLICY*
## Schedule B

Policy No.:
A02-158330

Agent's File Reference:
0457749

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year 2005 and subsequent years, which are not yet due and payable.
2. Mortgage recorded in Official Records Book 1166, Page 1947, Public Records of Flagler County, Florida.
3. Assignment of Rents recorded in Official Records Book 1166, Page 1955, Public Records of Flagler County, Florida.
4. Subject to the rights of other in and to the use of the easement described on Exhibit "A" attached hereto.

Order No: 20298228CA
Reference No: Carter/Lighthouse

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Exhibit "A"

A portion of Lots 9, 10, 11 and 12, Block A, Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision as per map or plat of record in Plat Book 1, page 1, Public Records of Flagler County, Florida, being more particularly described as follows: As a point of reference, commence at the Northeast corner of said Section 3; thence South 05 degrees 04 minutes 03 seconds East, 2,685.39 feet; thence South 89 degrees 23 minutes 27 seconds West, along the centerline of Marco Polo Boulevard, formerly Old Dixie Highway, 1,390.77 feet; thence North 00 degrees 36 minutes 33 seconds West, 33.00 feet to the Point of Beginning of the following described lands: Thence South 89 degrees 23 minutes 27 seconds West, 60.00 feet; thence North 00 degrees 36 minutes 33 seconds West, 69.00 feet to a Point of Curvature of a curve concave to the right having a radius of 139.31 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 10 minutes 16 seconds, subtended by a chord bearing a distance of North 29 degrees 28 minutes 38 seconds East, 139.67 feet and arc length of 146.30 feet; thence North 35 degrees 48 minutes 58 seconds West, 140.66 feet; thence North 59 degrees 23 minutes 27 seconds East, 346.47 feet to a point of curvature of a curve concave to the left having a radius of 112.58 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 00 minutes 00 seconds, subtended by a chord bearing and distance of North 29 degrees 23 minutes 26 seconds East, 112.58 feet, an arc length of 117.89 feet to the Point of Tangency; thence North 00 degrees 36 minutes 33 seconds West, 324.48 feet; thence North 89 degrees 23 minutes 26 seconds East, 573.05 feet; thence South 16 degrees 19 minutes 04 seconds East, along the Westerly right of way line of Interstate 95, a 300 foot right of way, 71.22 feet to a point of curvature of a curve concave to the right having a radius of 600.00 feet; thence Southwesterly along the arc of said curve, passing through a central angle of 105 degrees 42 minutes 30 seconds, subtended by a chord bearing and distance of South 36 degrees 32 minutes 12 seconds West, 956.52 feet, an arc length of 1,106.98 feet to the Point of Tangency; thence South 89 degrees 23 minutes 27 seconds West, 300.00 feet; thence South 00 degrees 36 minutes 33 seconds East, 69.00 feet to the Point of Beginning.

Together with an easement for ingress and egress over and across the 60.00 foot road right of way which adjoins the above described property on the Westerly side and extending Southerly to the Northerly right of way line of Old Dixie Highway.

# OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

POLICY NUMBER

LandAmerica Commonwealth

*Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.*

A02-1070318.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest: Secretary

By: President

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

# Commonwealth Land America Title Insurance Company

## ALTA OWNER'S POLICY

Agent's File Number: 04-0203 Owner's Policy Number: A02-1070318

### Schedule A

Date of Policy: June 27, 2005 at 10:49 AM

Amount of Insurance: $425,000.00

1. Name of Insured:
   Brian J. Grabowski and Amy Grabowski, Husband and Wife

2. The estate or interest in the land which is encumbered by the insured is:

   Fee Simple

3. Title to the estate or interest in the land is vested in the Insured by:

   Warranty deed executed by Old Dixie Partners, LLC, to Brian J. Grabowski and Amy Grabowski, husband and wife, filed May 31, 2005, filed June 27, 2005 in Official Records Book 1271, Page 1687, Public Records of Flagler County, Florida, conveying said property described herein.

4. The land referred to in this policy is situated in the State of Florida, County of Flagler and is described as follows:

   See Schedule A Continuation, for Legal Description

Attorney's Title Co. of Flagler

By: _____
Authorized Agent
Gail E. Lampert

# Commonwealth Land America Title Insurance Company

## ALTA OWNER'S POLICY

Agent's File Number: 04-0203 Owner's Policy Number: A02-1070318

### Schedule A, Continuation

A portion of Lot 9, Block "A", Section 3, Township 13 South, Range 31 East, BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION, as recorded in Map Book 1, page 1, Public Records of Flagler County, Florida, being more particularly described as follows:From the Northeast corner of said Section 3, thence South 05°04'03" East along the Easterly line of said Section 3, a distance of 2,685.39 feet to the intersection with the center line of Marco Polo Boulevard, formerly called Old Dixie Highway; thence South 89°23'27" West, along the centerline of said Marco Polo Boulevard, a distance of 1,390.77 feet to a spike at the Westerly end of the limited access of the Southbound exit ramp of Interstate 95; thence North 00°36'33" West, a distance of 33 feet to the Northerly right-of-way line of Marco Polo Boulevard; thence South 89°23'27" West along said right-of-way a distance of 60.00 feet, the point of beginning of this description: thence continue South 89°23'27" West, along said right-of-way a distance of 140 feet; thence North 00°36'33" West, a distance of 200 feet to the point of curvature; thence along a curve to the right having a delta angle of 60°00'00", a radius of 52.58 feet, a chord length of 52.58 feet, a chord bearing of North 29°23'26" East, and an arc length of 55.06 feet; thence North 59°23'26" East, a distance of 118.50 feet; thence South 35°48'58" East, a distance of 140.66 feet; thence along a curve to the left having a delta angle of 60°10'16", a radius of 139.31 feet, a chord length of 139.67 feet, a chord bearing of South 29°28'38" West and an arc length of 146.30 feet; thence South 00°36'33" East, a distance of 69.0 feet to the Northerly right-of-way of Marco Polo Boulevard and the point of beginning.

# Commonwealth Land America Title Insurance Company

## ALTA OWNER'S POLICY

Agent's File Number: 04-0203 Owner's Policy Number: A02-1070318

### Schedule B

### EXCEPTIONS FROM COVERAGE

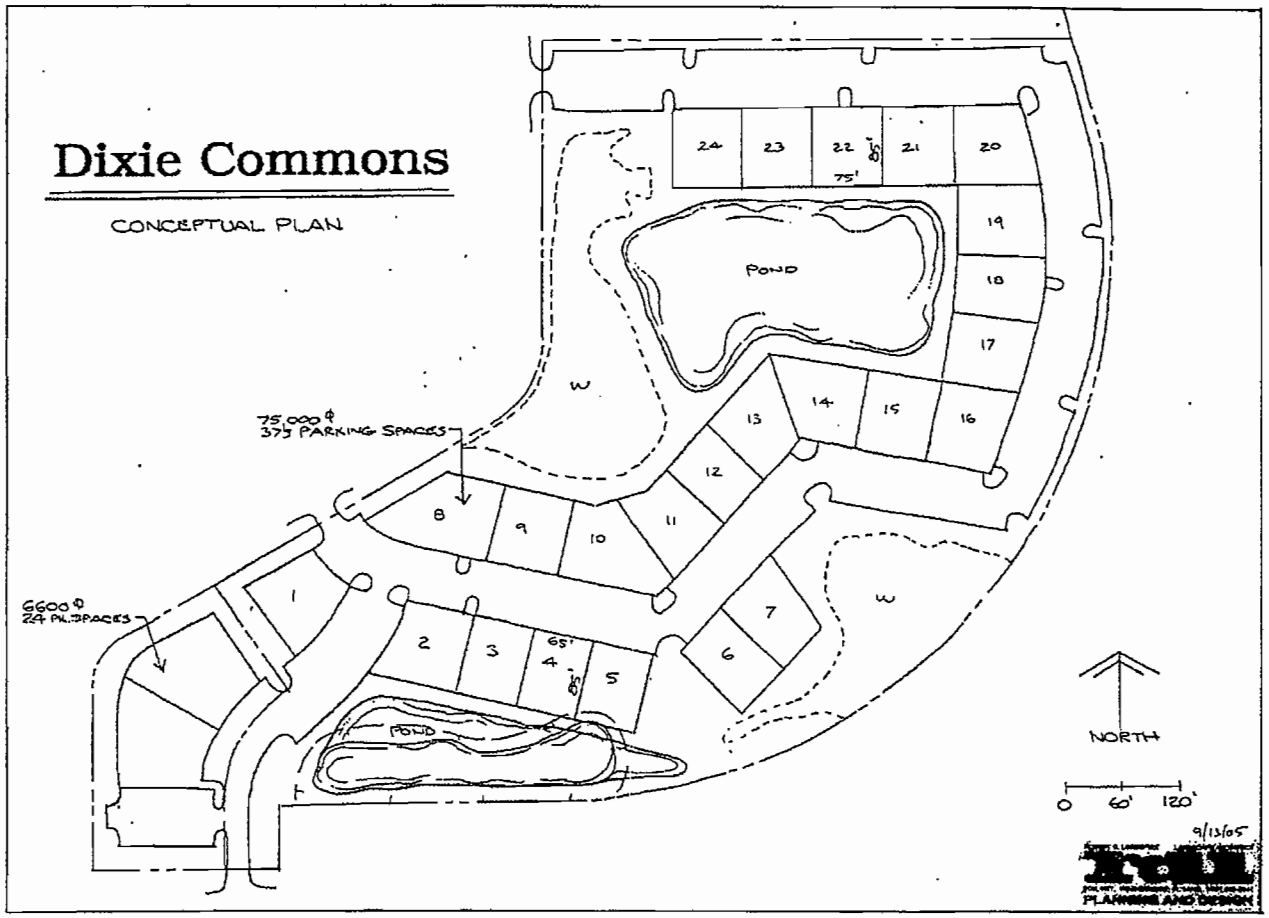
This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following.:

1. Taxes for the year 2005 and subsequent years which are not yet due and payable.

2. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

3. Mortgage executed by Starker Services, Inc. as Qualified Intermediary for, Brian J. Grabowski and Amy Grabowski Husband and wife, Brian J. Grabowski Read and Approved and Amy Grabowski Read and Approved in favor of in the original principal amount of $318,750.00 dated May 31, 2005 and recorded in June 27, 2005 Official Records Book 1271, page 1689 Public Records of Flagler County, Florida.

EXHIBIT "C"
CONCEPTUAL PLAN


Dixie Commons
CONCEPTUAL PLAN
75,000 ⌀
375 PARKING SPACES
6600 ⌀
24 PK. SPACES
POND
POND
W
W
NORTH
0 60' 120'
9/13/05
PLANNING AND DESIGN

# EXHIBIT "D"
# OFFICE SPACE WATER USE CALCULATIONS

24 UNITS @ 3,000 SF/UNIT = 72,000 SF

2 UNITS @ 4,000 SF/UNIT = 8,000 SF

TOTAL = 80,000 SF

@ 15 GPD/100 SF = 12,000GPD

@350 GPD/ERU = 34.3 ERU'S

@$3,075/ERU = $105,473

@20% = $21,095

@80% = $84,378

EXHIBIT "E"
DEED

Inst No: 2004063942 11/15/2004
07:56AM Book: 1166 Page: 1943 Total Pgs: 4
Doc Stamp-Deed $10500.00
GAIL WADSWORTH, FLAGLER Co.

THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Randolph J. Rush, Esquire
Winderweedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790

# TRUSTEE'S DEED

**THIS DEED** is dated as of the 11th day of November, 2004, between **DARYL M. CARTER, as Trustee of the CARTER-MARCO POLO LAND TRUST dated June 24, 1999,** whose address is Post Office Box 568821, Orlando, Florida 32856-8821 ("Grantors"), and **THOMAS N. COOKE, as to an undivided 25% interest, LIGHTHOUSE DEVELOPMENT GROUP, INC., a Georgia corporation, as to an undivided 25% interest and OLD DIXIE PARTNERS, LLC, a Florida limited liability company, as to an undivided 50% interest, as tenants in common,** whose mailing address is 411 S. Central Avenue, Flagler Beach, Florida 32136("Grantee"):

Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, grants, bargains, sells and conveys in fee simple, the property described below to Grantee, along with all rights and appurtenances thereto, said lands lying in Flagler County, Florida, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same with all appurtenances thereto and all of the estate, right, title, interest, equity and claim whatsoever of the Grantor, to the use and benefit of the Grantee forever.

The above described property does not constitute the homestead of **DARYL M. CARTER**, who has never resided on the above described property or any property contiguous thereto.

Subject to taxes for the year 2005 and subsequent years which are not yet due and payable.

**IN WITNESS WHEREOF,** Grantor has executed this deed as of the day and year first above written.

**Signed, sealed and delivered in the presence of:**

Joan M Fisher

**Name:** Joan M Fisher

Karina Deva

**Name:** KARINA DEVA

**DARYL M. CARTER, as Trustee of the Carter-Marco Polo Land Trust dated June 24, 1999**

**Address:** P.O. Box 568821
Orlando, Florida 32856-8821

**STATE OF FLORIDA**

**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 11th day of November, 2004 by DARYL M. CARTER, as Trustee of the Carter-Marco Polo Land Trust dated June 24, 1999, who is personally known to me ~~or who produced~~ ~~as identification.~~

JOAN M. FISHER
MY COMMISSION # DD 040452
EXPIRES: July 16, 2005
1-800-3-NOTARY FL Notary Service & Bonding, Inc.

Joan M Fisher

**Notary Public**
**Print Name:** Joan M Fisher
**My Commission Expires:** 07 16 2005

## EXHIBIT "A"

### Legal Description

A portion of Lots 9, 10, 11 and 12, Block "A" Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision as per map or plat of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, being more particularly described as follows: As a point of reference, commence at the Northeast corner of said Section 3, thence South 05 degrees 04 minutes 03 seconds East 2,685.39 feet; thence South 89 degrees 23 minutes 27 seconds West, along the centerline of Marco Polo Boulevard, formerly Old Dixie Highway, 1,390.77 feet; thence North 00 degrees 36 minutes 33 seconds West, 33.00 feet to the Point of Beginning of the following described lands: Thence South 89 degrees 23 minutes 27 seconds West, 60.00 feet; thence North 00 degrees 36 minutes 33 seconds West, 69.00 feet to a Point of Curvature of a curve concave to the right having a radius of 139.31 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 10 minutes 16 seconds, subtended by a chord bearing a distance of North 29 degrees 28 minutes 38 seconds East, 139.67 feet and arc length of 146.30 feet; thence North 35 degrees 48 minutes 58 seconds West, 140. 66 feet; thence North 59 degrees 23 minutes 27 seconds East, 346.47 feet to a point of curvature of a curve concave to the left having a radius of 112.58 feet; thence Northeasterly along the arc of said curve passing through a central angle of 60 degrees 00 minutes 00 seconds, subtended by a chord bearing and distance of North 29 degrees 23 minutes 26 seconds East, 112.58 feet, an arc length of 117.89 feet to the Point of Tangency; thence North 00 degrees 36 minutes 33 seconds West, 324.48 feet; thence North 89 degrees 23 minutes 26 seconds East, 573.05 feet; thence South 16 degrees 19 minutes 04 seconds East, along the Westerly right of way line of Interstate 95, a 300 foot right of way, 71.22 feet to a point of curvature of a curve concave to the right having a radius of 600.00 feet; thence Southwesterly along the arc of said curve, passing through a central angle of 105 degrees 42 minutes 30 seconds, subtended by a chord bearing and distance of South 36 degrees 32 minutes 12 seconds West, 956.52 feet, an arc length of 1,106.98 feet to the Point of Tangency; thence South 89 degrees 23 minutes 27 seconds West, 300.00 feet; thence South 00 degrees 36 minutes 33 seconds East, 69.00 feet to the Point of Beginning.

Together with an easement for ingress and egress over and across the 60.00 foot road right of way which adjoins the above described property on the Westerly side and extending Southerly to the Northerly right of way line of Old Dixie Highway.

Inst No: 2005037372 06/27/2005
10:48AM Book: 1271 Page: 1687 Total Pgs: 2
Doc Stamp-Deed $2875.00
GAIL WADSWORTH, FLAGLER Co.

# Corporate Warranty Deed

**This Indenture,** made, May 31, 2005 A.D.
**Between**
Old Dixie Partners, LLC, whose post office address is: 301 S. Central Avenue, Flagler Beach, Fl 32136 a corporation existing under the laws of the State of, Grantor and Brian J. Grabowski and Amy Grabowski, husband and wife whose post office address is: 3 Cypress Branch Way, Palm Coast, FL 32164, Grantee,

**Witnesseth,** that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00 ), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Flagler, State of Florida, to wit:

"See Exhibit A"

Grantor warrants this as vacant property.

Deed Restrictions: This property is not to be used for any Liquor Stores, Adult Video, Book Stores and/or Adult Entertainment Facilities.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 03133106S0000A00092

**And** the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof,** the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Old Dixie Partners, LLC,

*Signed and Sealed in Our Presence:*

Melissa Anderson
Witness Print Name: Melissa Anderson

Cristyl L. Keith
Witness Print Name: CRISTYL L. KEITH

By: _____
Lighthouse Development Group, Inc. /Rich Smith, President
Its: Managing Member

(Corporate Seal)

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me this 31 day of May, 2005, by Lighthouse Development Group, Inc,. /Rich Smith, President, the Managing Member of Old Dixie Partners, LLC, A corporation existing under the laws of the State of, on behalf of the corporation,
He/She is personally known to me or has produced drivers license as identification.

Cristyl L. Keith (Seal)
Notary Public
Notary Printed Name: CRISTYL L KEITH

My Commission Expires: 7-12-08

CRISTYL L. KEITH
MY COMMISSION #DD336895
EXPIRES: JUL 12, 2008
Bonded through 1st State Insurance

Prepared by:
Sue Rogers, an employee of
Attorney's Title Co. of Flagler,
200 South Oceanshore Boulevard, Suite 4
Flagler Beach, Florida 32136

File Number: 04-0203

# Exhibit "A"

A portion of Lot 9, Block "A", Section 3, Township 13 South, Range 31 East, BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION, as recorded in Map Book 1, page 1, Public Records of Flagler County, Florida, being more particularly described as follows:From the Northeast corner of said Section 3, thence South 05°04'03" East along the Easterly line of said Section 3, a distance of 2,685.39 feet to the intersection with the center line of Marco Polo Boulevard, formerly called Old Dixie Highway; thence South 89°23'27" West, along the centerline of said Marco Polo Boulevard, a distance of 1,390.77 feet to a spike at the Westerly end of the limited access of the Southbound exit ramp of Interstate 95; thence North 00°36'33" West, a distance of 33 feet to the Northerly right-of-way line of Marco Polo Boulevard; thence South 89°23'27" West along said right-of-way a distance of 60.00 feet, the point of beginning of this description: thence continue South 89°23'27" West, along said right-of-way a distance of 140 feet; thence North 00°36'33" West, a distance of 200 feet to the point of curvature; thence along a curve to the right having a delta angle of 60°00'00", a radius of 52.58 feet, a chord length of 52.58 feet, a chord bearing of North 29°23'26" East, and an arc length of 55.06 feet; thence North 59°23'26" East, a distance of 118.50 feet; thence South 35°48'58" East, a distance of 140.66 feet; thence along a curve to the left having a delta angle of 60°10'16", a radius of 139.31 feet, a chord length of 139.67 feet, a chord bearing of South 29°28'38" West and an arc length of 146.30 feet; thence South 00°36'33" East, a distance of 69.0 feet to the Northerly right-of-way of Marco Polo Boulevard and the point of beginning.

(26) PSUC - Flagler County Old Dixie Community Park Service Agreement

# Flagler County

## Board of County Commissioners

### General Services Department

1769 East Moody Boulevard, Building 5 • Bunnell, Florida 32110 • (386) 313-4020 • fax: (386) 313-4120 • www.FlaglerCounty.org

COPY TO:
MARTY F
JERRY F.
NANCY B.
8/26/08

AUG 19 2008

August 15, 2008

Mr. Dick Smith
ICI Homes
2379 Beville Road
Daytona Beach, FL 32119

**RE: Old Dixie Community Park**
**Water and Wastewater Service Agreement**

Dear Mr. Smith:

Enclosed please find one (1) certified copy of the Old Dixie Community Park Water and Wastewater Service Agreement.

This certified copy is transmitted to you for your use and file.

If you should have any questions or comments, please contact our office.

Sincerely,

Lorraine R. Eichinger

Lorraine R. Eichinger
Administrative Assistant
General Services Department

S:\General Correspondence\Transmittal Cert Copy Old Dixie Comm Park WWW Agreement 081508.doc

James M. O'Connell, District 1 | Milissa Holland, District 2 | James A. Darby, District 3 | Bob Abbott, District 4 | George Hanns, District 5

**OLD DIXIE COMMUNITY PARK**
**WATER AND WASTEWATER SERVICE AGREEMENT**

**THIS WATER AND WASTEWATER SERVICE AGREEMENT** is made and entered into on the date of the last signatory below, by and between PLANTATION BAY UTILITY COMPANY, a Florida corporation ("Service Company"), whose address is 2359 Beville Road, Daytona Beach, Florida 32119, and FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida ("Owner"), whose address is 1769 E. Moody Blvd., Suite 302, Bunnell, Florida 32110.

## RECITALS

A. Owner intends to develop certain real property located in Flagler County, Florida, more specifically described in Exhibit "A," attached hereto and incorporated here in for all purposes as a public park to be known as the Old Dixie Community Park ("Park").

B. Owner desires that the Service Company provide potable water and central wastewater collection, treatment and disposal to the Park ("Utility Services").

C. Service Company is willing to provide the Utility Services to the Park in accordance with the provisions of this Agreement, the DRI and Development Order as amended for Plantation Bay.

**NOW, THEREFORE,** for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Service Company hereby covenant and agree as follows:

1. **RECITALS.** The above Recitals are true and correct and are hereby incorporated herein.

2. **DEFINITIONS.** The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

A. ***Owner Facilities*** means all meters, plants, valves, facilities and equipment and pumping stations constructed within the boundaries of the Park adequate in size to provide the Utility Services within the Park from the Points of Delivery.

B. ***Point of Delivery*** means, for wastewater service, the point where the Systems physically connect with the pipes of Owner at a point designated by Owner located inside the Park, and for water service, means the outflow point of the water meter at a point designated by Owner in the Park.

C. ***Systems*** means all meters, plants, pipes, valves, facilities and equipment, and pumping stations, constructed outside of the boundaries of the Park adequate in size to provide the Utility Services to the Park.

3. **UTILITY SERVICE.**

A. Rates. During the Term, Service Company agrees to provide, and Owner agrees to pay for the Utility Services at the rates specified in Service Company's Tariff in accordance with the terms and conditions set forth in this Agreement, and in accordance with Service Company's Tariff and Service Availability Policy, and all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

B. Water. Service Company shall deliver potable water to the water Point of Delivery, measured at the meter.

C. Wastewater. Service Company shall collect from the wastewater Point of Delivery, treat and dispose of total wastewater flow from the Park.

D. Point of Delivery. All water delivered to, and wastewater collection from, the Park under this Agreement shall be delivered to the connections at the Points of Delivery at the Park and Service Company's water and wastewater systems.

4. **CONSTRUCTION OF SYSTEMS.** Service Company hereby covenants and agrees to design and construct the Systems at Service Company's sole cost and expense to the connection points at the Park for water and wastewater services. Owner shall design and construct all water and wastewater facilities in the Park to the points of connection.

5. **EASEMENTS.** Owner shall ensure that Service Company has the right to use all County rights-of-way and easements, which Service Company shall deem necessary to design and construct the Systems and perform the Utility Services.

6. **PLANS AND SPECIFICATIONS.** Service Company shall provide Owner with a copy of the finalized engineering plans, to the points of connection, for the Systems prepared and sealed by a professional engineer registered in the State of Florida.

7. **REPAIRS AND MAINTENANCE.**

A. Owner Facilities. Owner shall own, operate, repair and maintain the Owner Facilities at its sole cost and expense. The wastewater collection system component of the Owner Facilities shall be maintained so that inflow and infiltration is within industry tolerances.

B. Systems. Service Company shall own, operate, repair and maintain the Systems at its sole cost and expense. The metering equipment shall record total flow from Service Company with an error tolerance in accordance with the rules of the Florida Public Service Commission.

8. **DOMESTIC WASTEWATER ONLY**. No substance other than domestic wastewater will be placed into the Systems. Should any nondomestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, Owner

shall be responsible for the payment of the cost and expense required in correcting or repairing any resulting damage. If a commercial kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Park, Owner shall construct, install and connect all facilities necessary to prevent grease from entering into the Systems, including but not limited to, grease traps and floor drains, and shall ensure that grease enters the grease trap for pretreatment before the wastewater is delivered to the Systems. Size, materials and construction of such grease traps shall be approved by Service Company prior to construction.

9. **RATES AND CHARGES**. Service Company shall charge Owner the rates and charges set out in its Tariff, as approved by the Florida Public Service Commission from time to time. Service Company, its successors and assigns, may establish amend or revised such rates and charges at any time and from time to time, and enforce them against Owner, at its sole discretion. Any such amended or revised rates and charges shall be binding upon the Owner and any person or other entity holding by, through or under Owner.

10. **RULES AND REGULATIONS**. Service Company, its successors and assigns, may establish, amend or revise its Service Availability Policy and provisions regulating the Utility Services at any time and from time to time, and enforce them against Owner, at its sole discretion. Any such amended or revised Service Availability Policy and provisions regulating Utility Service shall be binding upon Owner and any person or other entity holding by, through or under Owner.

11. **NOTICES.** All notices required or permitted to be given by one party to another under this Agreement must be in writing, addressed to the other party and delivered to that party's address or transmitted by facsimile transmission to that party's address. Notices given to a party shall be treated as having been given and received if delivered to a party's address on the day of delivery if a business day, otherwise on the next following business day, and if transmitted by facsimile to a party's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next following business day. All notices shall be sent to the parties at the addresses set out below, or at such other address designated by a party from time to time in writing.

If to Owner:

Flagler County Parks and Recreation Department
160 Sawgrass Road
Bunnell, Florida 32110

Telephone: (386) 437-7490
Facsimile: (386) 437-7589

If to Service Company:

Mr. Douglas R. Ross, Jr.
Vice President
Plantation Bay Utility Company
2359 Beville Road
Daytona Beach, Florida 32119
Telephone: (386) 788-0820
Facsimile: (386) 760-2237

With a copy to:

Flagler County Attorney
1769 E. Moody Boulevard, Suite 303
Bunnell, Florida 32110

Telephone: (386) 313-4005
Facsimile: (386) 313-4105

With a copy to:

Valerie L. Lord, Esq.
Rose, Sundstrom & Bentley, LLP
600 S. North Lake Blvd., Ste. 160
Altamonte Springs, Florida 32701
Telephone: (407) 830-6331
Facsimile: (407) 830-8522

12. **LAWS OF FLORIDA.** This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

13. **COSTS AND ATTORNEYS' FEES.** In the event that Service Company or Owner is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, each party shall pay for its own costs and attorneys' fees.

14. **MISCELLANEOUS.**

A. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Owner, Service Company and their respective assigns and successors by merge, consolidation, conveyance or otherwise.

B. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities (which will be repaired by Service Company as soon as reasonably possible), governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such nonperformance.

C. Supercedes; Amendment. Except for the funding and continuing requirements of the Plantation Bay Development of Regional Impact and Development Order, as amended, this Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Owner and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can

provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by both parties. In the event of conflict between the terms of this Agreement and the Plantation Bay Development of Regional Impact and Development Order, as amended (the "DRI"), the terms and conditions of the DRI and Development Order shall prevail.

D. Gender; Number. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

E. Approvals. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

F. Time. Time is of the essence in this Agreement.

G. Waiver. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

H. Interpretation. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

I. Government Approval. The parties hereto recognize that prior to the time Service Company may actually commence upon a program to carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the operations of Service Company.

J. Assignment. Owner understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Owner to third parties without the written consent of Service Company, which approval shall not be unreasonably withheld.

K. Inspection. Service Company shall at all reasonable times and hours, have the right of inspection of the Owner Facilities. This provision shall be binding on the successors and assigns of the Owner.

L. Authority. Owner warrants that the party signing this document on its behalf has the lawful authority to enter into this Agreement and to bind Owner.

M. Survival. If any one or more sections, clauses, sentences or part of this Agreement shall for any reason be questioned in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any

section, clause or provisions of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

**IN WITNESS WHEREOF,** Owner and Service Company have executed or have caused this Agreement, with the named Exhibit attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**OWNER**

Flagler County, by its Board of County Commissioners

**ATTEST:**

Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

3.5.07
James A. Darby Date:
James A. Darby, Chairman

**APPROVED AS TO FORM:**

Lisa Zima Bosch, Interim County Attorney 2/14/07

**SERVICE COMPANY**

Plantation Bay Utility Company

**WITNESS:**

Signature

DOUGLAS R. ROSS, JR.
Printed Name

Signature

**BETH MILLER**
Printed Name

Mori Hosseini, President Date: 2/7/07

CIRCUIT COURT SUUM CUIQUE FLAGLER COUNTY, FLORIDA

I HEREBY CERTIFY this to be a true
And correct copy of the original
GAIL WADSWORTH
CLERK OF COURTS
By

# WATER/SEWER HOOK-UP AGREEMENT

THIS WATER/SEWER HOOK-UP AGREEMENT (hereinafter the "Agreement") was made this 18th day of June, 1987, by and between:

(i) BRI-CHAD CONSTRUCTION CO., INC., a Florida corporation (hereinafter "Bri-Chad");

(ii) PLANTATION BAY UTILITY CO., a Florida corporation (hereinafter "Plantation Bay Utility").

W I T N E S S E T H

WHEREAS, Plantation Bay Utility is a regulated water and sewer company, being regulated by the Florida Public Service Commission; and

WHEREAS, Plantation Bay Utility serves utility customers in the Plantation Bay Subdivision; and

WHEREAS, A.W. Baylor and Joseph H. Gardner are the owners of a 10-acre tract of land lying immediately west of the entrance of the existing Plantation Bay Subdivision; and

WHEREAS, Plantation Bay Utility, in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has agreed to grant to Bri-Chad certain rights to hook-up to the Plantation Bay

Utility water and sewer system at, and for the benefit of, the 10-acre site (hereinafter referred to as the "Baylor Development"); and

WHEREAS, the parties desire to memoralize that agreement.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. Plantation Bay Utility does hereby grant to Bri-Chad and its successors and assigns the right to hook-up to the Plantation Bay Utility water and sewer system at, and for the benefit of, the 10-acre tract known as the Baylor Development, subject to the terms and conditions stated in this Agreement.

2. Plantation Bay Utility shall not be obligated to permit Bri-Chad or any sewer system user in the Baylor Development to hook-up or connect to the Plantation Bay Utility sewer system: (i) if the individual sewer system user would discharge a hazardous waste into the Plantation Bay Sewer System, (ii) if the Florida Public Service Commisaion or other regulatory agency refuses to approve the proposed discharge of effluent, (iii) if the user is an industrial user (including, without limitation, plating manufacturers and similar uses), or (iv) if the user's effluent will create a need for Plantation Bay Utility to provide specialized treatment of the effluent. Nothing contained in this paragraph shall preclude a sewer hook-up for gasoline service stations, convenience centers, laundromats, restaurants, and similar commercial uses commonly found in commercial shopping centers; these uses are deemed to be acceptable users of the waste water system.

3. The legal description of the Baylor Development is set forth in the Schedule of Legal Description which is attached hereto as Exhibit "A."

4. Plantation Bay Utility further agrees that Bri-Chad and its successors and assigns shall not be required to pay a hook-up fee or any other charge in order to connect to either of the utility systems, but that the individual water/sewer user in the Baylor Development, if and when such development takes place, shall be charged the consumer hook-up fee that is then in existence, as prescribed by the Florida Public Service Commission, for service to customers of similar service (residential or commercial) in the Plantation Bay Subdivision who are served by the Plantation Bay Utility.

5. This Agreement shall remain in force and effect for a period of twenty years from the date of this Agreement.

6. Binding Effect. This Agreement, and the rights and duties of the parties under it, shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, legal representatives, and permitted assigns. Bri-Chad intends to immediately assign this Agreement to A.W. Baylor and Joseph H. Gardner.

7. Attorneys' Fees. If either party to this Agreement files a civil action in a court of competent jurisdiction for the purpose of (i) enforcing this Agreement, or (ii) seeking a declaration of rights or duties under this Agreement, the prevailing party in that civil action shall be entitled to recover from the non-prevailing party or parties in that action all of the prevailing party's litigation expenses (including,

without limitation, attorneys' fees in the trial and appellate courts, expert witness fees, and investigation expenses) reasonably incurred.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, by and through their duly authorized officers, as of the day and year stated above.

Signed and delivered in the presence of

Christine M. Schultz

Edgar M. Dawn Jr.
(as to Bri-Chad)

BRI-CHAD CONSTRUCTION CO., INC., a Florida corporation

By: _____
A.W. Baylor
as President

PLANTATION BAY UTILITY COMPANY, a Florida corporation

_____

By: _____
as Execution Officer

_____
(as to Plantation Bay Utility)

EDAG07
FC116

**EXHIBIT "A" TO**

**WATER/SEWER HOOK-UP AGREEMENT**

**LEGAL DESCRIPTION**

Ten acre site known as the Baylor Development which is more particularly described as follows:

Tract 5, Block D, BUNNELL DEVELOPMENT COMPANY LAND, according to a map or plat thereof recorded in Map Book 1 at page 1 of the Public Records of Flagler County, Florida, also described as the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 3, Township 13 South, Range 31 East.

9.51/ac

[illegible] ation, attorneys' fees in the trial and [illegible] [illegible] fees, and investigation expenses) reasonably [illegible]

IN WITNESS WHEREOF, the parties hereto have duly [illegible] [illegible] agreement, by and through their duly authorized officers, as of [illegible] [illegible] year stated above.

[illegible] delivered [illegible] of

[illegible]

(as to Bri-Chad)

BRI-CHAD CONSTRUCTION CO., INC., a Florida corporation

By: [illegible]
A. W. Baylor
as President

PLANTATION BAY UTILITY COMPANY, a Florida corporation

By: Francis Lara
as Execution Officer

[illegible]

(as to Plantation Bay Utility)

The Reserve at Flagler
NAME OF PROJECT

# DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 30 day of September, 2005, by and between 84 ACRES LIMITED PARTNERSHIP, a Florida limited partnership, hereinafter referred to as "Developer," and PLANTATION BAY UTILITY COMPANY, a Florida corporation, hereinafter referred to as "Service Company,"

WHEREAS, Developer owns or controls lands located in Flagler County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer has plans to develop the Property by constructing thereon 75 detached single-family residential units; and

WHEREAS, Developer desires that the Service Company provide potable water ("Water Service") and central wastewater collection, treatment and disposal ("Wastewater Service") for Developer's Property herein described; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, Water Service and Wastewater Service ("Utility Service") to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate Utility Service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

1.0 The foregoing statements are true and correct and incorporated herein.

2.0 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(a) "Consumer Installation" - All facilities ordinarily on the Consumer's side of the Point of Delivery.

(b) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the Utility Systems including lift stations and treatment plants constructed or to be constructed by a Developer or owner, which Developer or owner transfers, or agrees to transfer, to Service Company at no cost to

Service Company to provide Utility Service to the Property.

(c) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 350 gallons per day (gpd) for water service and 280 gallons per day (gpd) for wastewater service. The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 gpd for water service and 280 gpd for wastewater service.

(d) "Point of Delivery" - For wastewater service, the point where the pipes of Service Company are connected with the pipes of the Consumer, and for water service is at the outflow of the water meter.

(e) "Property" - The area or parcel of land described in Exhibit "A."

(f) "Service" - The readiness and ability on the part of Service Company to furnish and maintain Utility Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 Assurance of Title. Within a period of forty-five (45) days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to Service Company a copy of Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

4.0 Connection Charges. Developer, upon execution of this Agreement, shall deposit Fifty Thousand Dollars ($50,000.00) in escrow ("Escrow Deposit") with Rose, Sundstrom & Bentley, LLP ("Escrow Agent"), to be paid by escrow agent to Service Company upon the entry of an Order by the Florida Public Service Commission extending Service Company's service area to include the Property. In the event that Service Company fails to obtain an Order by the Florida Public Service Commission extending Service Company's service area, then Escrow Agent shall refund the Escrow Deposit to Developer. The balance of One Hundred Eighty Thousand Six Hundred and Twenty-five Dollars ($180,625.00) shall be paid upon Service Company executing the DEP permit applications for this development. Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by

Developer making payment of same. Except as provided for herein regarding the Escrow Deposit, Service Company shall not be obligated to refund to Developer or Consumer any portion of the value of the connection charges for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

4.1 Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or wastewater facilities and properties of Service Company, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

4.2 Any user or consumer of Utility Service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4.3 Developer shall be required to make an advance deposit in the amount of $10,000.00 pursuant to Rule 25-30.540, Florida Administrative Code, at the time of execution of this Agreement to cover engineering, administrative and legal expenses incurred by the Service Company in execution and performance of this Agreement including, but not limited to, the expansion of its service area.

5.0 On-Site and Off-Site Systems. Developer hereby covenants and agrees to design and construct at its sole cost and expense the on-site water distribution and wastewater collection systems. The term "on-site water distribution and wastewater collection systems" means and includes all pipes, valves, facilities and equipment, including pumping stations, constructed within the boundaries of Developer's Property adequate in size to provide each building within the Property with water and wastewater service.

Developer shall design and construct at its sole cost and expense the off-site water distribution and wastewater collection systems. The term "off-site wastewater collection systems" means and includes all water distribution and wastewater collection lines, facilities, and equipment, including lift stations, located outside the boundaries of Developer's Property and constructed for the purpose of connecting on-site systems to Service Company's existing main. Service Company requires Developer to oversize the water distribution and wastewater collection systems to serve property other than the Property, and for a period of seven (7) years from the date Service Company accepts such oversized systems, Service Company shall collect from other developers utilizing such lines and pay to Developer the prorata hydraulic share utilized by such other developers.

5.1 Developer at its sole cost and expense shall cause to be prepared five (5) copies of the applications for permits and eight (8) sets of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site and off-site water distribution and wastewater collection systems proposed to be installed to provide

Utility Service to the Property. Developer shall cause his engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld. Service Company shall notify Developer in writing of its approval or disapproval of such plans and specifications within thirty (30) days of their submission by Developer, and will state the specific reasons for denying approval of the plans and specifications. Developer may then revise and resubmit the disapproved plans and specifications within thirty (30) days of the denial, and the re-submission will be treated as an original submission. Service Company's failure to respond within thirty (30) days shall constitute an automatic approval, which shall be verified in writing upon request. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing, unless automatic approval is deemed as provided herein. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of the permits and approved plans.

5.2 After the approval of plans and specifications by Service Company and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.

5.3 Developer shall provide to Service Company's inspector, twenty-four (24) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site and off-site water distribution and wastewater collection systems as shown on the approved plans and specifications.

5.4 During the construction of the on-site and off-site systems by Developer, Service Company shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. Service Company, engineer of record and utility contractor shall be present for all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices. Developer agrees to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of the water distribution and wastewater collection facilities constructed by Developer or Developer's contractor.

5.5 Upon completion of construction, Developer's engineer of record shall submit to Service Company a copy of the signed certification of completion submitted to the appropriate regulatory agencies. The engineer of record shall also submit to Service Company reproducible ammonia mylars of the as-built plans prepared and certified by the engineer of record.

5.6 By these presents, Developer without further consideration hereby transfers to Service Company, title to the on-site and off-site systems. Such conveyance shall take effect at the time Service Company issues its final letter of acceptance. As further evidence of said transfer of title, upon the completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Service Company at Service Company's request, Developer shall:

(a) Convey to Service Company, by bill of sale in form satisfactory to Service Company's counsel, such water distribution and wastewater collection systems as constructed by Developer and approved by Service Company.

(b) Provide Service Company with copies of invoices from contractor for such systems.

(c) Provide Service Company with copies of Releases of Lien for said invoices.

(d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Service Company which Developer obtains from any contractor constructing such utility systems. Developer hereby warrants and guarantees for one year from the date of transfer that the system is free of defects, and functions or will function as designed. Developer shall immediately repair any defects or Service Company may make repair at Developer's expense.

(e) Provide to the Service Company an executed notarized affidavit in a form satisfactory to Service Company's counsel of Developer's right to convey the property and assuring that work has been fully paid for such utility systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.

(f) Provide Service Company with all appropriate operation/maintenance and parts manuals and shop drawings.

(g) Further cause to be conveyed to Service Company, free and clear of all encumbrances, all easements and/or rights-of-way covering areas in which such systems are installed (unless installed in a public right-of-way or easement dedicated by plat), by recordable document in form satisfactory to Service Company's counsel.

5.7 Service Company agrees that the issuance of the final letter of acceptance for

such installations installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward.

6.0 Agreement to Serve. Upon the completion of construction of the on-site and off-site water distribution and wastewater collection systems, their inspection, and the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will oversee the connection of the water distribution and wastewater collection systems installed by Developer to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides Utility Service to the Property and Developer or others have connected Consumer Installations to its System, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Utility Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

7.0 Application for Service: Consumer Installations. Developer, or any owner of any parcel of the Property, or any occupant of any building or unit located thereon shall not have the right to and shall not connect any Consumer Installation until formal written application has been made to Service Company by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

7.1 Although the responsibility for connecting the Consumer Installation to the lines of Service Company at the Point of Delivery is that of the Developer or entity other than Service Company, with reference to such connections, the parties agree as follows:

(a) All Consumer Installation connections must be inspected by Service Company before backfilling and covering of any pipes.

(b) Notice to Service Company requesting an inspection of a Consumer Installation connection may be given by the plumber or Developer, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays, and holidays.

(c) If Service Company fails to inspect the Consumer Installation connection within forty-eight (48) hours after such inspection is requested by Developer or the owner of any parcel, Developer or owner may backfill or cover the pipes without Service Company's approval and Service Company must accept the connection as to

any matter which could have been discovered by such inspection.

(d) If the Developer does not comply with the foregoing inspection provisions, Service Company may refuse service to a connection that has not been inspected until Developer complies with these provisions.

(e) The cost of constructing, operating, repairing or maintaining Consumer Installations shall be that of Developer or a party other than Service Company.

(f) If a commercial kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Service Company requires that a grease trap be constructed, installed and connected so that all wastewaters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease trap shall be approved by Service Company.

(g) No substance other than domestic wastewater will be placed into the wastewater system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

8.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Service to the Property during the period of time Service Company, its successors and assigns, provide Utility Service to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide Utility Service to the Property and to the occupants of such buildings or units constructed thereon.

9.0 Rates. Service Company agrees that the rates to be charged to Developer and individual consumers of Utility Service shall be those set forth in the tariff of Service Company

approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

9.1 Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering Utility Service to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law.

9.2 Any such initial or future decreased or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the Utility Service provided to the Property by Service Company.

10.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the provisions of paragraph 22.0 hereof.

11.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered:

to Developer at:

84 Acres Limited Partnership
530 Riverside Drive
Ormond Beach, FL 32176
ATTN: Stephen B. Cejner

with a copy to:

Reinman Matheson Vaughan & Durham, P.A.
1825 Riverview Drive
Melbourne, FL 32901
ATTN: James L. Reinman, Esquire

and if to the Service Company, at:

Plantation Bay Utility Company
2379 Beville Road
Daytona Beach, FL 32119
ATTN: Mr. Douglas R. Ross, Jr.

with a copy to:

Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
ATTN: Martin S. Friedman, Esquire

12.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

13.0 Costs and Attorney's Fees. In the event the Service Company or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, including such fees and costs of any appeal.

14.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities (which will be repaired by Service Company as soon as reasonably possible), governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

15.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable trial and appellate attorney's fees) to which such party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water and wastewater systems.

16.0 The rights, privileges, obligations and covenants of Developer and Service Company shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

17.0 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

18.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

19.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

20.0 The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Service Company.

21.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

22.0 Because of inducements offered by Developer to Service Company, Service Company has agreed to provide Utility Service to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to third parties without the written consent of Service Company, except in the case of a bona-fide sale of Developer's Property. Such approval shall not be unreasonably withheld. Moreover, Developer agrees that this Agreement is a superior instrument to any other documents, representations, and promises made by and between Developer and third parties, both public and private, as regards the provisions of Utility Service to Developer's property.

23.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

24.0 Service Company shall at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

25.0 The parties hereto recognize that prior to the time Service Company may actually commence upon a program to carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Service Company. The Service Company agrees that it will diligently and earnestly, at its sole cost and expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.

26.0 Expansion of Development. Should Developer desire to expand its development to include additional property adjacent to Property, Service Company and Developer agree to enter into a Developer Agreement upon terms and conditions as are set forth herein with connection charges in the amount of $3,075.00 per residential unit. This right of Developer for Utility Service to an expansion of its Development shall terminate if a Developer Agreement is not executed within two (2) years from the date of this Agreement.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

Print Name: BETH MILLER

Print Name: DUSTIN TAYLOR

Print Name: Melissa Hildreth

Print Name:

PLANTATION BAY UTILITY COMPANY

By:
Douglas R. Ross, Jr., Vice President

84 ACRES LIMITED PARTNERSHIP
The Reserve At Flagler, LLC, its general partner

By:
Stephen B. Cejner, Managing Member

[NOTARY ATTESTATIONS CONTAINED ON PAGE 13 HEREOF]

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 14th day of October, 2005, by Douglas R. Ross, Jr., as Vice President, of Plantation Bay Utility Company, a Florida corporation, on behalf of the corporation. He is personally known to me or ~~has produced~~ _____ as identification.

Beth Miller
Notary Public - State of Florida at Large
Printed Name: BETH MILLER
My Commission Expires: _____

BETH MILLER
Notary Public - State of Florida
My Commission Expires Jan 9, 2009
Commission # DD 353710

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 26 day of September, 2005, by Stephen B. Cejner, as Managing Member of The Reserve at Flagler, LLC, the general partner of 84 Acres Limited Partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Nancy Jo Mosser
Notary Public - State of Florida at Large
Printed Name: _____
My Commission Expires: _____

NANCY JO MOSSER
MY COMMISSION # DD 455835
EXPIRES: October 27, 2009
Bonded Thru Notary Public Underwriters

This Instrument Prepared By: Martin S. Friedman, Esquire, Sanlando Center, 2180 W. State Road 434, Suite 2118, Longwood, FL 32779.

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9/29/05

LEGAL DESCRIPTION

# EXHIBIT "A"

## LEGAL DESCRIPTION

ALL OF LOTS 1, 2, 12 AND PART OF LOT 11, BLOCK "B" AND ALL OF LOTS 5, 6, 7 AND PART OF LOTS 4, 8 AND 9, BLOCK "A", IN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION OF RECORD IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 89°02'02" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1995.92 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK "B" AND THE POINT OF BEGINNING; THENCE SOUTH 01°51'39" EAST ALONG THE WEST LINES OF LOTS 2 1, 12 AND 11 OF SAID BLOCK "B", A DISTANCE OF 2426.62 FEET TO A POINT IN THE EASTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 17°05'43" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 227.06 FEET TO A POINT IN THE NORTH LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT OF WAY IN THIS AREA (8-5-04); THENCE N 89°25'11" E ALONG SAID NORTH LINE A DISTANCE OF 1189.89 FEET TO A POINT IN THE WESTERLY LINE OF STRICKLAND CANAL AS NOW LAID OUT AND USED; THENCE N 06°25'36" W ALONG SAID WESTERLY LINE A DISTANCE OF 2666.58 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 3 AND IN THE NORTH LINE OF SAID BLOCK "A"; THENCE S 89°30'36" W ALONG SAID NORTH LINE A DISTANCE OF 968.67 FEET TO THE NORTHWEST CORNER OF SAID BLOCK "A", SAID POINT BEING ALSO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE S 89°02'02" W ALONG THE NORTH LINE OF SAID SECTION 3 AND ALONG THE NORTHLINE OF SAID LOT 2, BLOCK "B", A DISTANCE OF 665.31 FEET TO THE POINT OF BEGINNING. CONTAINING 87.459 ACRES MORE OR LESS.

# GENERAL ASSIGNMENT AND ASSUMPTION OF PLANS, PERMITS, SPECIFICATIONS, AGREEMENTS AND APPROVALS

**THIS ASSIGNMENT** is made as of this 22 day of March, 2007, by **84 ACRES LIMITED PARTNERSHIP**, a Florida limited partnership ("**Assignor**") in favor of **FLAGLER RESERVE, LLC**, a Florida limited liability company ("**Assignee**").

**WHEREAS,** Assignor and Assignee have entered into a Purchase and Sale Agreement effective as of January 02, 2007, (the "**Agreement**") in which Assignor agreed to sell and Assignee agreed to purchase that certain real property located in Flagler County, Florida and as more particularly described therein and as attached hereto as Exhibit A and incorporated herein (the "**Property**");

**WHEREAS,** on September 30, 2005, Assignor entered into a Developer Agreement with Plantation Bay Utility Company, a Florida corporation ("**Developer Agreement**"), in which Assignor is obligated to design and construct on-site and off-site water distribution and wastewater collection systems which would enable Plantation Bay to provide potable water, central wastewater collection, treatment and disposal to the Property; and

**WHEREAS,** of even date herewith, Assignor has sold, conveyed and transferred the Property to Assignee: and

**WHEREAS,** pursuant to the Agreement, Assignor has agreed to assign to Assignee all of Assignor's interest in all plans, permits, agreements, specifications, and approvals and Assignee has agreed to assume all of the rights and obligations of Assignor in all of the plans, permits, agreements, specifications, and approvals as set forth herein and to assume all matters related to the development of the Property related to Assignee's Development or intended use of the Property.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Assignor hereby assigns and transfers to Assignee, from and after the date hereof, all of Assignor's right, title and interest (if any), to the extent assignable, in, to and under the following matters with respect to the Property (collectively the "Assumed Obligations"):

(a) All licenses, permits, authorizations, specifications, approvals and contract rights pertaining to ownership of the Property;

(b) All permits, licenses, authorizations, platting, construction site plans, or approvals (other than those that are no longer in effect) issued by any governmental body or agency having jurisdiction over the Property related to ownership and/or operation of the Property and related to item (a) above;

(c) All general intangible rights pertaining to the ownership and/or operation of the Property; and all logos, trademarks and other rights in connection therewith, if any;

(d) All rights, title and interest in its rights and obligations as "Developer" under the Developer Agreement, including the $50,000.00 deposit to Plantation Bay Utility Company and the related $10,000.00 deposit required thereunder made pursuant to FAC Rule 25.30.540.

3. Assignee hereby assumes all of the rights, obligations and costs of Assignor of the Assumed Obligations, which include certain specific obligations, including, but not limited to, fees and costs (whenever incurred and that have not been paid) that are currently due and/or required to be paid in connection with the Construction Site Plans and release fee due to Flagler County, Florida, Site Construction Inspection Fees, Final Inspection Fee, Plantation Bay Utility Agreement, FDEP Permit, any agreement the Assignee has entered into with Lighthouse Development Shared Cost Agreement for Off Site Utilities, if any, and any and all permits and applications in process shall be paid by Assignee at or after closing and in no way shall be the responsibility of Assignor.

4. Under no circumstance shall Assignor ever be responsible or obligated to pay for any costs or fees, whenever incurred, associated with the development of the Property by Assignee and incurred by the Assignee and Assignee shall be responsible and assume all obligations associated with obtaining all permits, agreements, certificates, licenses, authorizations and approvals necessary for development of the Property.

5. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any obligations under the Assumed Obligations whatsoever, including, but not limited to any obligations of the "Developer" under the Developer Agreement, including, but not limited to all costs of designing and constructing all off-site and on-site water distribution and wastewater systems as set forth in the Development Agreement or as may be needed for the development of the Property by Assignee whether or not such expense or cost is incurred in connection therewith before or after the closing of the Property and not previously paid for prior to closing. Assignee acknowledges that Assignee has purchased the Property "AS-IS' in accordance with Section 7 of the Agreement.

6. Assignor and Assignee hereby agree to execute such further documents and to take such further action as either party reasonably may deem necessary to effectuate the intended purpose of this instrument.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of, or in any way connected with this Agreement shall be Flagler County, Florida. Each party represents that each has been represented by independent counsel in connection with this document. The fact that this document was prepared by either party's counsel as a matter of convenience shall have no impact or significance.

8. If it shall be necessary for either party to bring suit to construe, interpret, or enforce any provision hereof or for damages, on account of any breach of this, the prevailing party on such issue shall, in any such litigation and any appeals taken therefrom, be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney's fee fixed by the court.

9. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

10. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their administrators, successors-in-interest and assigns.

**IN WITNESS WHEREOF,** Assignor has executed this Assignment as of the day and year first above written.

**Signed and Sealed in Our Presence:**

By: _____
Print: NANCY JO MOSSER

By: _____
Print: Melissa Hildreth

**ASSIGNOR:**

**84 ACRES LIMITED PARTNERSHIP, a Florida limited partnership**

**By: The Reserve at Flagler, L.L.C., a Florida general partnership, its General Partner**

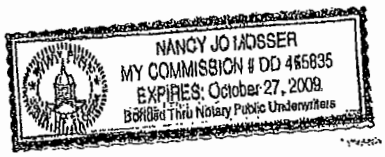
By: _____
Stephen B. Cejner, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16th day of March, 2007 by Stephen B. Cejner, Manager of The Reserve at Flagler, L.L.C., a Florida general partnership, General Manager of 84 ACRES LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the partnership. He personally appeared before me and is personally known to me **OR** produced _____ as identification.

Notary: Nancy Jo Mosser
Print Name: _____
Notary Public, State of Florida

(notary seal)



Witnesses:

Print Name: Karen Eaton

Karen A. Shipp
Print Name: Karen A. Shipp

**ASSIGNEE:**

**FLAGLER RESERVE, LLC, a Florida limited liability company**
**By: Waterford Investment Properties, Inc., a Florida corporation**

By: _____
Nancy A. Rossman, President

STATE OF FLORIDA )
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 20 March, 2007 by Nancy A. Rossman, President of FLAGLER RESERVE, LLC, a Florida limited liability company, on behalf of the company. She personally appeared before me, and is ____ personally known to me or produced _____ as identification.

Notary: _____
Print Name: _____
Notary Public, State of Florida

(notary seal)

KAREN M. EATON
MY COMMISSION # DD 512390
EXPIRES: March 1, 2010
Bonded Thru Notary Public Underwriters

Exhibit "A"

All of Lots 1, 2, 12 and part of Lot 11, Block "B" and all of Lots 5, 6, 7 and part of Lots 4, 8 and 9, Block "A", in Section 3, Township 13 South, Range 31 East, Bunnell Development Company Subdivision of record in Plat Book 1, Page 1, Public Records of Flagler County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Section 3, thence North 89 degrees 02' 02" East along the North line of said Section 3, a distance of 1995.92 feet to the Northwest corner of Lot 2 of said Block "B" and the POINT OF BEGINNING; thence South 01 degrees 51' 39" East along the West lines of Lots 2, 1, 12 and 11 of said Block "B", a distance of 2426.62 feet to a point in the Easterly line of a 100 foot Florida Power and Light easement' thence South 17 degrees 05' 43" East along said Easterly line a distance of 227.06 feet to a point in the North line of Old Dixie Highway, a 66 foot right of way in this area (8-5-04); thence N 89 degrees 25' 11" E along said North line a distance of 1189.89 feet to a point in the Westerly line of Strickland Canal as now laid out and used; thence N 06 degrees 25' 36" W along said Westerly line a distance of 2666.58 feet to a point in the North line of said Section 3 and in the North line of said Block "A"; thence S 89 degrees 30' 36" W along said North line a distance of 968.67 feet to the Northwest corner of said Block "A", said point being also the North one-quarter corner of Section 3; thence S 89 degrees 02' 02" W along the North line of said Section 3 and along the North line of said Lot 2, Block "B", a distance of 665.31 feet to the POINT OF BEGINNING.

(87LG)

This Instrument Prepared By:
Valerie L. Lord, Esquire
Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, FL 32779

## ADDENDUM TO DEVELOPER AGREEMENT

THIS ADDENDUM is made and entered into as of this ___ day of March, 2006, by and between LIGHTHOUSE DEVELOPMENT GROUP, INC., a Florida corporation ("Developer"), and PLANTATION BAY UTILITY COMPANY, a Florida corporation ("Service Company").

WHEREAS, on October 26, 2005, the parties entered into a Developer Agreement for Service Company to provide potable water and sanitary wastewater service for up to 80,000 square feet of professional office space being developed by Developer; and

WHEREAS, Developer has requested that Service Company amend the Developer Agreement to provide potable water service and sanitary wastewater service to up to 130,000 square feet of professional office space; and

WHEREAS, Service Company is willing to provide to Developer potable water service and sanitary wastewater service to up to 130,000 square feet of professional office space.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the Developer and Service Company hereby covenant and agree as follows:

1.0 The foregoing recitations are true and correct and incorporated herein.

2.0 All rights and responsibilities of the parties as it relates to potable water service as set forth in the original Agreement shall be equally applicable to sanitary wastewater service.

3.0 Except as modified hereby the parties reaffirm the provisions of the original Agreement.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Addendum to Developer Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

Beth Miller

Printed Name: **BETH MILLER**

Printed Name: DUSTIN TIMM

PLANTATION BAY UTILITY COMPANY

BY: Douglas R. Ross, Jr., Vice President

LIGHTHOUSE DEVELOPMENT GROUP, INC.

Lisa Smith
Printed Name: Lisa Smith

BY: Charles Faulkner, Vice President

Cristyl R. Keith
Printed Name: CRISTYL L. KEITH

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 20th day of March, 2006, by Douglas R. Ross, Jr., as Vice President of Plantation Bay Utility Company, a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

BETH MILLER
Notary Public - State of Florida
My Commission Expires Jan 9, 2009
Commission # DD 353710

NOTARY PUBLIC
Printed Name: **BETH MILLER**
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of March, 2006, by Charles Faulkner, as Vice President of Lighthouse Development Group, Inc., a Florida corporation, on behalf of the company, who is personally known to me or has produced as identification.

CRISTYL L. KEITH
MY COMMISSION #DD336895
EXPIRES: JUL 12, 2008
Bonded through 1st State Insurance

Cristyl R. Keith
NOTARY PUBLIC
Printed Name: CRISTYL L. KEITH
My Commission Expires: 7-12-08

M:\1 ALTAMONTE\PLANTATION BAY\(.07) LIGHTHOUSE POINT DEVAG\Addendum to Developer Agreement.wpd

**EXHIBIT "D"**
**OFFICE SPACE WATER USE CALCULATIONS**

Total = 130,000 SF

@15 GPD/100 SF = 19,500 GPD

@350 GPD/ERU = 55.71 ERU's

@ $3,075/ERU = $171,308

Less $21,095 (Paid)

**Remaining Due-$150,313**

**APPENDIX "F"**

**CONTRACTS AND LEASES**

NONE

**APPENDIX "G"**

**INVENTORY**

SEE ATTACHED LISTING

# PLANTATION BAY UTILITY COMPANY

INVENTORY 1/22/13

| ITEM | AVAILABLE | STORED | | |
|---|---|---|---|---|
| 5/8" METERS | 7 | headend bldg. | | |
| 1" METERS | 2 | headend bldg. | | |
| | | | | |
| PORTABLE METERS | 2 | under stairs | | |
| | | | | |
| METER BOXES (DOUBLE) | 30 | headend bldg. | | |
| METER BOXES (SINGLE) | 15 | headend bldg. | | |
| | | | | |
| METER LIDS | 15 | headend bldg. | | |
| | | | | |
| CURB STOPS | 1 | headend bldg | | |
| | | | | |
| BACKFLOW COVERS | 15 | in use | | |
| BACKFLOW DEVICE | 1 | headend bldg | | |
| | | | | |
| 6' HANDWHEEL KEY | 1 | Nancy's office | | |
| 6' CURB KEY | 1 | Nancy's office | | |
| 6' VALVE KEY | 1 | Nancy's office | | |
| | | | | |
| 3/4" TO 1" COUPLINGS | 5 | Sales office | | |
| COUPLINGS FOR W/L & PW | 10 boxes | Sales office | | |
| | | | | |
| Hydrant Flushers (Kupferle) | 11 | in use | | |
| | | | | |

# APPENDIX "H"

## EQUIPMENT

**None**

# APPENDIX "I"

## ENVIRONMENTAL COMPLIANCE

NONE

## APPENDIX "J"

## PENDING LEGAL ACTIONS

None

## APPENDIX "K"

## REAL PROPERTY ENCROACHMENTS

None

# APPENDIX "L"

# AGREEMENT FOR CHARITABLE DONATION FORM

# AGREEMENT FOR CHARITABLE DONATION

# OF

# WASTEWATER ASSETS

**By and Between**

**PLANTATION BAY UTILITY CO.**

**Donor,**

**and**

**CITY OF BUNNELL, FLORIDA**

**Donee**

TABLE OF CONTENTS

Page

ARTICLES


1. RECITALS ..... 2

2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS ..... 2

3. LIABILITIES ..... 4

4. PURCHASE PRICE ..... 5

5. REPRESENTATIONS AND WARRANTIES OF SELLER ..... 6

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER ..... 9

7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES ..... 10

8. CONDITIONS PRECEDENT TO CLOSING ..... 12

9. PRE-CLOSING CONDUCT; COVENANTS ..... 13

10. TERMINATION OF AGREEMENT ..... 15

11. CLOSING DATE AND CLOSING ..... 17

12. POST CLOSING COOPERATION. ..... 20

13. THIRD PARTY BENEFICIARY ..... 21

14. MISCELLANEOUS PROVISIONS ..... 21

## EXHIBITS

**Appendix "A" (Real Property)**

**Appendix "B-1" (Easements, licenses, etc.)**

**Appendix "B-2" (Service Territory)**

**Appendix "C" (Treatment plants, etc.)**

**Appendix "D" (Certificates, permits, etc.)**

**Appendix "E" (Developer Agreements)**

**Appendix "F" (Contracts and Leases)**

**Appendix "G" (Inventory)**

**Appendix "H" (Equipment)**

**Appendix "I" (Environmental Law Compliance)**

**Appendix "J" (Pending Legal Action)**

**Appendix "K" (Real Property Encroachments)**

**Appendix "L" (Developer Agreement Form)**

**AGREEMENT FOR CHARITABLE DONATION OF WASTEWATER ASSETS**

**THIS AGREEMENT FOR CHARITABLE DONATION OF WASTEWATER ASSETS** ("Agreement") is made as of this __day of March, 2013 by and between **Plantation Bay Utility Co.,** a Florida corporation (hereafter "Donor"), and **the City of Bunnell, Florida** a political subdivision of the State of Florida ("Donee").

**WHEREAS**, Donor owns and operates potable water production, supply, treatment, storage and distribution systems ("Water System") and domestic wastewater collection, treatment and effluent disposal systems ("Wastewater System" ), all of which are located in Flagler County and Volusia County, Florida, and commonly known as Plantation Bay Utility Co.; and

**WHEREAS**, Donor has been granted a certificate by the Florida Public Service Commission to provide wastewater services within a defined area within Flagler County and Volusia County, Florida ("Service Area" or "Service Territory") as identified in **Appendix B-2** herein; and

**WHEREAS,** the Donee has the power and authority to provide water, wastewater and reclaimed water infrastructure and service within its service territory; and

**WHEREAS**, Donor and Donee have entered into an Agreement for Purchase and Sale of Water Assets wherein Donee has agreed to purchase Donor's Water System assets ("Water Agreement"); and

**WHEREAS**, concurrent with the closing of the sale of its Water System assets to Donee, Donor desires to make a charitable donation of its Wastewater System assets ("Wastewater Assets" ) to Donee; and

**WHEREAS**, the Donee desires to acquire the wastewater utility assets of Donor by receiving a Charitable Donation from Donor, at no cost to the Donee, of the Wastewater System; and

**WHEREAS**, Donor has informed Donee that it has requested or is in the process of requesting from the Florida Public Service Commission ("FPSC") an index adjustment to its rates and such index increase shall be effective prior to Donee accepting the Wastewater Assets from Donor; and

**WHEREAS,** Donor agrees to donate the Wastewater Assets to Donee, and Donee agrees to accept the donation of the Wastewater Assets from Donor, on the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree to the charitable donation of the Wastewater System upon the following terms and conditions:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein.

2. **COVENANT TO DONATE AND ACCEPT; DESCRIPTION OF DONATED ASSETS.**

a. Donee shall accept from Donor, and Donor shall donate to Donee, the Donated Assets (as defined below) upon the terms, and subject to the conditions precedent, set forth in this Agreement.

b. The Donated Assets are being donated "As-Is", "Where-Is" with "All Disclosed Faults." Donor makes no representations or warranties as to the condition of the Donated Assets.

c. "Donated Assets" shall include all assets, business properties, and rights, both tangible and intangible, that Donor owns and uses exclusively in the ownership, construction, operation or maintenance of the Wastewater System including, but not limited to:

i. The real property owned by Donor and all buildings and improvements located thereon, as identified in **Appendix "A"** to this Agreement ("Real Property").

ii. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned by Donor, used by Donor, or to which Donor possesses rights to serve within its wastewater Service Area in connection with the ownership, operation and maintenance of the Wastewater System, as identified in **Appendix "B-1"** to this Agreement.

iii. All wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including, but not limited to, pumps, plants, tanks, lift stations, transmission mains, collection pipes or facilities, effluent disposal facilities, valves, meters (if any), meter boxes, service connections and all other physical facilities, equipment and property installations owned by Donor or to which Donor possesses rights and used exclusively in connection with the Wastewater System, as identified in **Appendix "C"** to this Agreement.

iv. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to construct, maintain and operate the Wastewater System and its plants and systems for the collection, treatment and disposal of wastewater, and every right of every character whatever in connection therewith, and the obligations thereof (hereinafter referred to as the "Certificates"); together with all rights granted to Donor under the Certificates, as identified in **Appendix "D"** to this Agreement; to the extent that Donor's rights to the foregoing are transferable. **Appendix "D"** shall also identify any of the foregoing which are not transferable or which require third party consents to transfer.

v. All items of inventory owned by Donor on the Donation Date (as defined below), which shall not be unnecessarily depleted between the date of Donor signing this Agreement and the Donation Date. Inventory as of the date of signing this Agreement by Donor includes, but is not limited to those items identified in **Appendix "G"** to this Agreement.

vi. All supplier lists, customer records, customer billing software, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Wastewater System in Donor's possession, including any rights of Donor, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.

vii. All sets of record drawings, including as-built drawings, showing all facilities of the Wastewater System, including all original tracings, sepias or other reproducible materials in Donor's possession, including any rights of Donor, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper or electronic form.

viii. All rights and obligations of Donor under any Developer Agreements, as identified in **Appendix "E"** to this Agreement, which are assumed by Donee pursuant to Article 11.b.iv. **Appendix "E"** shall identify any of the foregoing which are not transferable, which require third party consents for the assumption by Donee and for which the Developer has pre-paid Connection Charges, the amount of such pre-paid Connection Charges, the number of ERCs connected and the balance of ERCs remaining which have been pre-paid but have not yet been connected as of Donor signing this Agreement.

ix. All rights and obligations of Donor under the Contracts and Leases, as identified in **Appendix "F"** to this Agreement. **Appendix "F"** shall

contain a schedule identifying any Contracts or Leases which are not transferable or for which third party consents are necessary for the assumption by Donee.

x. All equipment, tools, parts, laboratory equipment, office equipment and other personal property owned by Donor and exclusively used to operate and maintain the Wastewater System as identified in **Appendix "H."**

d. "Excluded Assets". Notwithstanding any other provision in this Agreement that may be construed to the contrary, Contributed Assets do not include the Excluded Assets. The following assets are excluded from the Contributed Assets:

i. Cash, accounts receivable, bank accounts, equity and debt securities of any nature, deposits maintained by Donor with any governmental authority, and any prepaid expenses of Donor, which shall be Donor's sole property as of the Donation Date.

ii. Escrow and other Donor provisions for payment of federal and state taxes, and other obligations to governmental entities, including regulatory assessment fees, which shall be Donor's responsibility to pay through the Donation Date.

iii. The name and Florida corporation known as Plantation Bay Utility Co. and related logos and signage owned or used by Donor, including without limitation, logos and signage using the Plantation Bay Utility Co. name and logo.

**3. LIABILITIES.**

a. Assumed Liabilities. On the Donation Date, the Donee shall assume and agree to discharge only the following Liabilities of Donor (the "Assumed Liabilities"):

i. All liabilities to the customers of the Wastewater System incurred after the Donation Date where the operative act giving rise to the liability occurred after the Donation Date;

ii. Any liability of Donee under this Agreement or any other document executed in connection with this Agreement;

iii. Any liability of Donee based upon Donee's acts or omissions occurring after the Donation Date;

iv. Any liability arising from or related to the ownership, construction, operation and maintenance of the Wastewater System after the Donation Date.

b. Excluded Liabilities. Notwithstanding the foregoing, the following shall not constitute liabilities assumed by the Donee: Donee does not assume any debts, liabilities, obligations, or other financial or service obligations of Donor, except as may be expressly provided in this Agreement. Donee does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, arising or accruing before or after the Donation Date where the operative act or omission was that of or attributable to the Donor for its actions prior to the Donation Date. Donor shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided Donor is not hereby limited in its right to contest in good faith any such liabilities or obligations.

4. **ASSET DONATION**. Donor and Donee agree that Donee shall not be obligated to pay Donor for the conveyance of the Donated Assets but rather Donor shall donate the Donated Assets, together with all assets, facilities, rights and obligations related to and exclusively used in the Wastewater System. As a material inducement to Donor to execute this Agreement and perform its obligations hereunder, Donee covenants as follows:

a. Donee shall conduct all necessary public hearings and adopt such resolutions as required to authorize Donee's acceptance of the Charitable Donation and provide assistance, if necessary, to Donor, at no cost to the Donee, with regard to filings with all necessary and appropriate taxing and governmental authorities for Donor to seek the appropriate tax deduction for the Donation.

c. Donee shall provide wastewater service to the Service Territory in the ordinary course of business, and shall extend service in a manner consistent with the Developer Agreements assigned pursuant to this Agreement and attached hereto as **Appendix "E"** and the Developer Agreement with Donor or its affiliate, the form of which is attached hereto as **Appendix "L."**

d. That rates charged for wastewater service within the Service Territory shall be computed on a stand-alone basis in compliance with all Florida law requirements, and shall not now nor in the future include a surcharge as provided for in section 180.191 Florida Statutes.

5. **REPRESENTATIONS AND WARRANTIES OF DONOR**. As a material inducement to Donee to execute this Agreement and perform its obligations hereunder, Donor represents and warrants to Donee as follows:

a. Donor is a duly organized, validly existing corporation, and its status is active under the laws of the State of Florida. Donor has all requisite power and authority and has taken all requisite action necessary to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.

b. The Board of Directors of Donor has approved Donor entering into this Agreement.

c. This Agreement constitutes, and all other agreements to be executed by Donor with respect to this Agreement will constitute, when executed and delivered, valid and binding obligations of Donor, enforceable in accordance with their terms.

d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Donor, the Articles of Incorporation or By-Laws of Donor, nor any Certificate, indenture, agreement, or other instrument to which Donor is a party, or by which it is bound.

e. Donor has good and marketable title to the Real Property. The Real Property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined in Article 6 of this Agreement other than those that will be satisfied or released by the Donation Date. On the Donation Date, Donor shall deliver title to such Real Property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances. Other than as set forth in this Agreement, Donor makes no representation as to the condition of the Real Property.

f. Donor has exclusive possession, control and ownership to all Real Property and the Wastewater System, including that used or located on property controlled by Donor on the date of this Agreement. Except as otherwise identified in Appendix "A" or "B-1" to the Water Agreement, all of the Wastewater System is located within the Real Property identified in **Appendix "A"** and the property interests identified in **Appendix "B-1."**

g. Donor has good and marketable title to all Donated Assets. At Closing the Donated Assets shall be subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances related to Real Property only.

h. Environmental Law Compliance.

i. Definitions.

(a) "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health or the environment in effect as of the Donation Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Donation Date, the regulations promulgated pursuant thereto, and in effect as of the Donation Date and any conditions and requirements contained in any permits possessed by Donor from any federal, state or local agencies necessary to operate the Wastewater System.

(b) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Donor conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

(c) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Donor or related to Hazardous Materials generated by Donor.

(d) "Remedial Action" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring

and care directly related to or in connection with any such remedial action.

ii. Representations. To Donor's knowledge:

(a) Donor is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for Donor to believe that any such liability exists.

(b) Donor has obtained all permits required, or has submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of its business as conducted as of the date of this Agreement.

(c) Donor has received oral or written notice (or to Donor's knowledge verbal notice) within the last three years of the violations or alleged violations of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Wastewater System as identified in **Appendix "I"**, hereto and no other.

(d) There is no Hazardous Material in violation of Environmental Law located on the Real Property or at any Wastewater System site that is owned by Donor, and none are listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Donor for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Donor to be named in such claims or for any similar action to be brought against Donor.

(e) No written or verbal notification of a Release of a Hazardous Material has been filed by or on behalf of Donor or any third party with respect to the Wastewater System. No Wastewater System property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

(f) No Hazardous Material has been released in violation of Environmental Law at, on, or under any Wastewater System property.

i. Except as provided in **Appendix "J"** hereto, there are no current actions, suits or proceedings at law or in equity pending or, to Donor's knowledge, threatened against the Donor before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Wastewater System or any of the Donated Assets or the Donor's right and ability to make and perform this Agreement; nor is the Donor aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Donor is not in default with respect to any Certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Wastewater System or any of the Donated Assets. Donor agrees and warrants that it shall have a continuing duty to disclose up to and including the Donation Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the Wastewater System.

j. No representation or warranty made by the Donor in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

k. After due inquiry Donor has no actual knowledge that Donor's use of the Real Property is in violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning or other applicable requirements, nor do they have any actual knowledge of any encroachments or encroachments of any kind related to the Real Property except as are identified in **Appendix "K"** hereto. For the purposes of construing this section, "actual knowledge" includes facts directly and personally known to Donor and/or Donee, or facts which Donor and/or Donee are presumed to have received directly or personally because evidence within Donor's or Donee's possession or knowledge is sufficient to engage in a reasonable inquiry into the existence of such facts.

6. **REPRESENTATIONS AND WARRANTIES OF DONEE.** As a material inducement to Donor to execute this Agreement and to perform its obligations hereunder, Donee represents and warrants to Donor as follows:

a. Donee has been duly organized, and is a validly existing political subdivision under the laws of the State of Florida. Donee has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.

b. This Agreement constitutes, and all other agreements to be executed by Donee with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Donee, enforceable in accordance with their terms.

c. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Donee, nor any indenture, agreement, or other instrument to which Donee is a party, or by which it is bound.

d. All necessary public hearings and referenda required to authorize Donee's acceptance of the Wastewater System and Donee entering into this Agreement will have been held in a manner and at the times duly required by law and all other appropriate governmental actions required to be taken by Donee will have been duly taken prior to the Donation Date.

e. Donee acknowledges that, as of the date of execution hereof, Donor is in the process of finalizing a Consent Order with the Florida Department of Environmental Protection relative to effluent disposal by Donor's wastewater system, which is being gifted by Donor to Donee on the date of closing hereon. As such, said Order will be binding upon Donee upon its acceptance of such grant of donation.

7. **TITLE INSURANCE AND PERMITTED ENCUMBRANCES.**

a. At least sixty (60) days prior to the Closing, Donor shall obtain and provide to Donee a current title insurance commitment in favor of Donee issued by a title company licensed to do business in the State of Florida, covering the Real Property (and all or a portion of the Appendix B-1 easements as may be designated by the Donee), and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, The parties agree that the value of the Real Property conveyed pursuant to this Agreement is incorporated in the Five Million Five Hundred Thousand Dollar ($5,500,000) purchase price set forth in the Water Agreement. To the extent possible, the title insurance commitment and policy provided for in the Agreement for Purchase and Sale of the Water Assets, and the premium paid therefor, shall cover and include the Real Property (and easements) conveyed in this Donation Agreement, in lieu of a separate commitment, policy and premium payment hereunder.. In the event a premium must be paid for a policy under this Agreement, the parties will agree on a de minimis amount for the lift stations conveyed hereunder. The cost of the title insurance commitment and title insurance policy shall be borne by Donor. The title insurance commitment shall commit the insurer to issue loan policy and an owner's title insurance policy to

Donee covering the Real Property (and all or a portion of the Appendix B-1 easements as may be designated by the Donee), substantially in accordance with the ALTA Standard Owner's Form B, reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Real Property), and materialman's liens and mechanics liens, if there are no such liens at the time of Closing. Donor shall execute at, or prior to Closing, in favor of Donee and the title insurance company, all forms or affidavits required by the title insurance company including, but not limited to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

Donee shall notify Donor in writing no more than thirty (30) days after receipt of the title insurance commitment of any alleged material defect in Donor's title to the Real Property, other than those accepted herein and the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Donor's title to the Real Property other than the Permitted Encumbrances), which render or may render Donor's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, or (ii) uninsurable. Any objections to title to the extent not shown on the notice furnished by Donee in accordance with the provisions of this paragraph shall be deemed to have been waived by Donee and Donee shall not be entitled to any damages or other remedies. Donor shall have thirty (30) days after receipt of Donee's notice to eliminate the objections to title set forth in Donee's notice. However, in no event shall Donor be required to bring suit or expend any sum in excess of $50,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property, which are in a liquidated amount) that Donor has an obligation to discharge by the Donation pursuant to the terms of this Agreement. If Donor fails to deliver title as herein provided, then Donee may:

i. Accept whatever title Donor is able to convey; or

ii. Reject title and terminate this Agreement with no further liability of either party to the other.

b. Donee may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Donor advises Donee that Donor elects to do so by paying same at or prior to the Donation Date; (ii) any mechanic's lien or other

encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Donor advises Donee that Donor elects to do so at or prior to Donation; or (iii) the title insurance company issuing the title insurance commitments affirmatively insures-over.

c. Donor shall provide a copy of any detailed survey of the Real Property that Donor has procured in the twenty four months prior to this Agreement which shall identify all structures located on such parcels and any encroachments thereon or therefrom. Donee shall have the right, but not the obligation, to require Donor to update any survey, or request a new survey on the Real Property. Costs incurred by Donor to update a survey or procure a new survey shall be reimbursed by Donee at Closing.

c. As used above, "Permitted Encumbrances" include the following:

i. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

ii. Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Utility System.

iii. Such other matters as are permitted under the terms of this Agreement, including but not limited to the Developer Agreements.

8. **CONDITIONS PRECEDENT TO DONATION**. The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Donation Date:

Conditions Precedent for Donee and Donor.

a. Donee and Donor simultaneously close on the purchase and sale of the Water System assets of Donor pursuant to the Water Agreement by and between Donee, as Purchaser, and Donor as Seller.

b. Neither Party is prohibited by decree or law from consummating the transaction.

c. There is not pending on the Donation Date any legal action or proceeding that would (i) prohibit the acquisition or donation of the Donated Assets, (ii) prohibit Donee or Donor from consummating the transaction or (iii) inhibit or restrict in any manner Donee's use, title, or enjoyment of the Donated Assets.

d. Each of the other parties hereto has performed all of the undertakings required to be performed by them under the terms of this Agreement.

e. There has been no material adverse change in the physical condition of the Donated Assets. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Donated Assets that materially reduces the ability to operate the Wastewater System as operated by Donor prior to the Donation Date.

f. All warranties and representations of the other party are true in all material respects as of the Donation Date.

Condition Precedent for Donee

a. Donor shall have received FPSC authorization for 2012 rate indexing and implemented such increase prior to closing.

b. Donor shall secure an acknowledgement from the Tomoka Community Development District ("District") that the District does not own or operate any sanitary wastewater facilities and that property within the District is subject to exclusive wastewater and reclaimed water service from the Donor, which service will be provided by Donee following Closing. The acknowledgement Donor obtains from the District as a condition precedent Water Agreement shall satisfy this condition precedent to the extent it incorporates wastewater and reclaimed water service.

9. **PRE-DONATION CONDUCT; COVENANTS**. Prior to the Donation Date, the parties covenant to each other, and shall conduct themselves, as follows:

a. During the period between execution of this Agreement and the Donation Date, Donor shall:

i. Operate and maintain the Wastewater System and Donated Assets in a normal and ordinary manner to ensure that the condition of the Wastewater System and the Donated Assets remain in all material respects unchanged, normal wear and tear and usage excepted, and the inventory

on hand shall not be diminished or depleted, other than in the ordinary course of business;

ii Promptly notify Donee of any notification received by Donor from any person, business, or agency of any existing or potential Environmental Law violation;

iii. Provide Donee, or its designated agent(s), with unrestricted access to the business premises, Wastewater System, Donated Assets, Donor's books and records, employees, agents, or representatives, on reasonable advance notice (one business day) and during business hours.

iv. Promptly notify Donee of any event, activity or occurrence that has, or may have, a material adverse effect upon the Donated Assets or this transaction.

b. During the period between execution hereof and Donation, Donor shall not:

i Enter into any contract, oral or written, relating to the Wastewater System or Donated Assets without the prior written consent of Donee which consent shall not be unreasonably withheld, conditioned or delayed;

ii. Without the prior written consent of Donee, which shall not be unreasonably withheld, enter into any new Developer Agreements or modify any existing developer agreements. Copies of any new or modified developer agreements shall be promptly delivered to Donee and shall not be signed by Donor without prior written consent from Donee.

iii. Nor shall any affiliated company of Donor, enter into any agreement with any cell phone provider on or within 3 miles of the Real Property. The parties acknowledge and agree that Donor shall forward to Donee the proceeds, if any, from any agreement with a cell phone provider within 3 miles of the Real Property obtained by Donor or its affiliate prior to Closing and that Donee and County shall assume at Closing the rights and obligations of Donor pursuant to such an agreement or agreements for which the Donee and County have provided written consent.

iv. Enter any agreement with any cell phone provider with respect to the Wastewater System or Donated Assets. Notwithstanding the foregoing covenant, the parties acknowledge and agree that Donor shall forward to Donee the proceeds, if any, of any agreement with a cell phone provider relating to the Wastewater System or the Donated Assets obtained by Donor prior to Donation and that Donee and County shall assume at

Donation the rights and obligations of Donor pursuant to such an agreement or agreements for which Donee and County have provided written consent.

c. Donor shall maintain its existing levels of insurance on the Donated Assets and Wastewater System and the risk of any loss shall remain with Donor through the Donation Date.

d. Within thirty (30) days of signing this Agreement, if Donee's requests, Donor shall obtain Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase II ESA if Donee determines that one is necessary based on the Phase I survey results) of each parcel comprising the Real Property and each wastewater effluent disposal site. Donor shall provide a report from the party undertaking the ESA to Donee when available. Donor shall pay for ESAs, which expense shall be reimbursed by Donee at Closing. If such ESA discloses the presence of any Hazardous Material, Purchase shall notify Donor within ten (10) business days of receipt of such ESA, and Donor shall have the right to perform such cleanup and remediation as is necessary hereunder. Upon Donor's failure to perform such cleanup and remediation, prior to the Closing Date, Donee may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing.

e. Donee is relying upon its own due diligence investigation in entering into this Agreement. The Donee shall have until sixty (60) days after Donor has provided all of the documents requested by Donee to complete, at Donee's expense, financial, legal, engineering and operational due diligence investigations of the Purchased Assets. Based upon the results of such due diligence investigations Donee shall have the right to terminate this Agreement for any defects or problems revealed by such due diligence. Donee shall provide Donor with written notice of termination within ten (10) days of completion of such due diligence. During this period, Donor shall provide Donee and its representatives, access to all Purchased Assets as set forth in this Agreement.

**10. <u>TERMINATION OF AGREEMENT</u>.**

a. This Agreement shall automatically terminate should the parties fail to close on the Donee's purchase of Donor's Water System Assets pursuant to the Water Agreement.

b. This Agreement may be terminated (i) by mutual written consent of the parties, (ii) by either party if the transactions contemplated hereby have not closed by May 31, 2013, or (iii) as provided in paragraphs c. and d. below.

c. Donee may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

i The failure, in any material respect prior to Closing, of any conditions precedent to Closing, any pre-closing conduct, or any covenant of Donor set forth in Articles 8 and 9.

ii Any material breach of this Agreement by Donor, including, but not limited to, a material breach of any representation or warranty, if Donor has not cured such breach within 30 days after notice from Donee; provided, however, such breach must in any event be cured by the Closing Date unless the date for cure has been extended by Donee

d. Donor may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

i. The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Article 8.

ii. Any material breach of this Agreement by Donee, including, but not limited to, a material breach of any representation or warranty, if Donee has not cured such breach within 30 days after notice from Donor, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Donor.

d. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Article 15.c.

e. Upon the termination of this Agreement, the following shall occur:

i To the extent permitted by Florida law, each party shall return all documents, including copies, in its possession, custody, or control, or in the possession, custody, or control, of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law.

ii Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees

and other costs of any nature whatsoever incurred prior to the termination of this Agreement.

iii. In the event the termination occurs as set forth in Articles 7.a. and 9.d, this Agreement shall forthwith become void and there shall be no liability on the part of Donee or Donor, or their respective Council members, members, managers, officers or directors.

## 11. DONATION DATE AND DONATION.

a. This transaction shall be completed on or before May 31, 2013, at a location mutually acceptable to both parties. As used in this Agreement, the term "Donation Date" shall mean 12:00 a.m. date that this transaction is completed, unless extended by the mutual agreement of the parties.

b. At Donation:

i. Donor shall donate and convey the Wastewater System and Donated Assets to Donee, at no cost to Donee.

ii. Title to the Real Property shall be conveyed to Donee by Special Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Donated Assets shall be gifted to Donee by Bill of Sale free of all claims, liens, or encumbrances, whatsoever. Donor shall further provide to Donee such other instruments of conveyance as shall be, in the reasonable opinion of Donee and its counsel, necessary to transfer the Wastewater System and Donated Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.

iii. Donor shall assign to Donee its right, title and interest in those easements, licenses, etc. identified in **Appendix "B-1."**

iv. Donor and Donee shall enter into separate Assignment and Assumption Agreements with respect to agreements which Donee agrees to assume from the (i) Developer Agreements identified in **Appendix "E"**, and (ii) Contracts and Leases identified in **Appendix "F."**

v. Real property and personal property taxes on the Donated Assets and Utility System, and any other applicable taxes, shall be prorated as of the Donation Date and Donor shall be required to pay its pro rata share at

Donation. All other taxes, assessments and regulatory assessment fees accrued or owed by Donor as of the Donation Date with respect to the Wastewater System and Donated Assets shall remain the obligation of Donor. All other taxes and assessments imposed or attempted to be imposed from and after the Donation Date with respect to the Wastewater System and Donated Assets, if any, shall be the obligation of Donee.

vi. Documentary stamps, recording fees, if any, to record the deeds and any other fees, assessments or charges and related instruments necessary to deliver title to the Donee shall be paid for by the Donor.

vii. Connection Charges (defined as plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity) received by Donor prior to Closing shall be retained by Donor if a structure has been built, and a physical connection to the Utility System has been made prior to closing. Connection Charges paid to Donor prior to Closing for which no connection has been made shall be paid over to Donee at Closing. Connection Chargers paid after Closing shall be retained by Donee. A schedule of Connection Charges paid to Donor in the form of **Appendix "E"** shall be updated by Donor as of the Closing Date and provided to Donee and paid by Donor to Buyer at closing through the Closing Statement or as otherwise mutually agreed to by the parties.

viii. Donor shall receive payment from Donee for ninety percent (90%) of its accounts receivable (less than sixty (60 days old) for monthly water and wastewater service, net of any credit balances as of the Donation Date. Donor shall furnish to Donee, ten (10) days prior to Donation, a listing of its accounts by customer and individual amounts due receivable for bills rendered in the ordinary course of business. Additionally, an estimate of the gross revenue for water and wastewater services rendered but not yet billed as of the Donation Date shall be rendered to Donee three (3) days prior to Donation. Upon approval and acceptance by Donee, ninety percent (90%) of such unbilled revenue shall be a credit (payment) to Donor on the Closing Statement. Donee shall be entitled to all revenues collected and derived from the operation of the Wastewater System after Donation.

ix. All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.

x. Except as otherwise provided herein, each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Donation.

xi. All bills of any kind for services, materials and supplies of any kind rendered in connection with the construction, operation and maintenance of the Wastewater System prior to Donation, including but not limited to electricity, phone service, and payroll for a period up to and including the Donation Date, shall be paid by Donor. Donee shall be responsible for all such costs and expenses incurred subsequent to Donation.

xii. Donee shall assume the liability for customer deposits, and Donor shall, by electronic transfer, transfer to Donee all customer deposits and accrued interest thereon, together with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits through Donation.

xiii. Each party shall deliver to the other party a certificate stating that:

(a) The party is not prohibited by decree or law from consummating the transaction contemplated hereby.

(b) There is not pending on the Donation Date any legal action or proceeding that hinders the ability of either party to close the transaction.

(c) All warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Donation Date.

xiv. Donor shall deliver to Donee, in a form reasonably acceptable to Donee, an opinion of Donor's counsel substantially to the effect that:

(a) Donor is validly organized, existing and its status is active under the laws of the State of Florida.

(b) This Agreement has been duly and validly executed and approved by Donor and is a valid and binding agreement upon Donor.

(c) The execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to Donor.

xiii. Donee shall deliver to Donor in a form acceptable to Donor, an opinion of Donee's Counsel substantially to the effect that:

(a) Donee is validly organized and existing as a political subdivision under the laws of the State of Florida.

(b) This Agreement has been duly and validly executed and approved by Donee and is a valid and binding agreement upon Donee.

(c) The execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Donee.

**12. POST DONATION COOPERATION.**

a. Donor and Donee shall, after the Donation Date, upon reasonable request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, easements, assignments, transfers, powers of attorney and assurances, at no cost to Donee, as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties arising from this Agreement, and to permit Donee to operate and maintain the Wastewater System in the manner operated by Donor at the time of Donation.

b. Each of the parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement, including reasonable access during regular business hours to any and all necessary documentation and/or records. Subject to the provisions of paragraph e. below, each party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. The party requesting assistance hereunder shall reimburse the other for reasonable expenses incurred in providing such assistance.

c. Donor agrees to provide reasonable assistance to the Donee to transition the administration (including customer services and accounting functions) and

operation of the Wastewater System and Donated Assets for a period of one hundred twenty (120) days after the Donation Date. Donee shall reimburse Donor for reasonable costs or expenses, without markup, incurred by any services provided under this subparagraph.

d. The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate.

e. Donor shall make good faith efforts, at no cost to Donee, to assist Donee in securing funding from the Florida Department of Environmental Protection necessary to render operation and necessary capital improvements to the Wastewater System by Donee post-Donation. The assistance to be rendered shall consist, at minimum, of attendance by representatives of Donor at all meetings with the Florida Department of Environmental Protection relating to the required applications, funding processes.

f. At Donation, Donor and any applicable affiliated entity forever waive any claim or right to compensation or damages of any kind against Donee or County which relates to any encroachment, damage or encumbrance of any nature, type or kind that exist on the Closing Date and affect the property of Donor or any affiliated entity located contiguous to the Real Property.

13. **THIRD PARTY BENEFICIARY**. Donee and Donor acknowledge and agree that City and the Board of County Commissioners of Flagler County, Florida ("County") have entered or shall enter an interlocal agreement establishing their respective rights and obligations concerning the operation and control of the Wastewater System upon and after closing and, as such, the County is recognized as a third party beneficiary and signatory to this Agreement with all post-Closing rights of City to enforce its terms.

14. **MISCELLANEOUS PROVISIONS.**

a. This Agreement, the Documents and the Appendices hereto, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

b. Within 15 days after the Donation, Donor shall prepare and the Donee and Donor will jointly submit a notice of transfer of the system to the FPSC in a Petition for Termination of the Certificates of Authorization of Donor. Donor shall file

reports, if any, required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and other obligations and governmental assessments through the Date of Donation. All of Donor's costs and expense relative to the termination of Donor's relationship with the FPSC, including regulatory assessment fees, shall be borne by Donor. Copies of the Order(s) of the Commission acknowledging sale of the system to Donee shall be promptly provided to Donee upon Donor's receipt thereof.

c. Any notice or other document required or allowed to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier, or by electronic correspondence or facsimile transmission with written confirmation.

If to Donor, such notice shall be delivered at:

David Haas, Chief Development Officer
Plantation Bay Utility Co.
2379 Belville
Daytona Beach, FL 32119
DHaas@icihomes.com

with a copy to:

Sundstrom, Friedman & Fumero, LLP
Attn: William E. Sundstrom, Esq.
2548 Blairstone Pines Drive
Tallahassee, FL 32301
850-877-6555
wsundstrom@sfflaw.com

If to Donee, such notice shall be delivered at:

City Manager
City of Bunnell
1769 E. Moody Blvd.
Bunnell, FL 32110
386-437-7500
amartinez@bunnellcity.us

with a copy to:

City Attorney
City of Bunnell

P.O. Box 819
Bunnell, FL 32110
386-437-1668
attorneynowell@gmail.com

with a copy to:

County Administrator
Flagler County
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110
386-313-4000
ccoffey@flaglercounty.org

with a copy to:

County Attorney
Flagler County
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110
386-313-4005
ahadeed@flaglercounty.org

Notices shall be effective upon receipt or failure to accept delivery, electronic correspondence or facsimile transmission shall be deemed received on the date sent if received by 4:00 p.m. Eastern Daylight Time on a business day. If received after 4:00 p.m. EDT, such transmission shall be deemed received on the next business day.

d. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.

e. The drafting of this Agreement was a joint effort of the parties, and in the interpretation hereof, it shall be assumed that no party had any more input or influence than any other.

f. This Agreement is solely for the benefit of the parties hereto, and except as provided in Section 13 of this Agreement, no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than successors and assigns), who or which is not a formal party hereto.

g. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines,

and the remainder of this Agreement shall be construed to be in full force and effect.

h. This Agreement may be amended or modified only if executed in writing and with the same formality as the original.

i. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

j. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

k. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

l. For purposes of this Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of conducting his business.

m. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the Donee or Donor in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of the Donee or Donor, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to the Donee or Donor, in any such Person's individual capacity, and no such Person, in an individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the Purchase Price or for any claim based hereon or on any such stipulation, covenant, agreement, or obligation, against any such Person, in an individual capacity, either directly or through the Donee or Donor or any successor to the Donee or Donor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such Person, in an individual capacity, is hereby expressly waived and released. All references to the Donee in this paragraph shall be deemed to include the Donee, Council members, officers, employees, attorneys,

contractors and agents. The provisions of this Section shall survive the termination of this Agreement.

o. Donee shall bear no liability for accrued or current salaries or benefits of any kind related to Donor's construction, operation, or maintenance of the Wastewater System up to and including Donation.

p. Any default by a party to this Agreement shall be considered a default under the Agreement for Charitable Donation and any default under the Agreement for Charitable Donation shall be considered a default under this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**
**[EXECUTION PAGES TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

**DONOR:**

ATTEST:

**PLANTATION BAY UTILITY CO.**

_____
Secretary

_____
MORI HOSSEINI
President

(SEAL)

**DONEE:**

ATTEST:

**CITY OF BUNNELL, FLORIDA**

_____
Clerk

_____
CATHERINE ROBINSON
Mayor

(SEAL)

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA**

_____
Clerk

_____
NATE MCLAUGHLIN
Chair

(SEAL)

**STATE OF FLORIDA**
**COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me this ___ day March, 2013 by David Hass, as Chief Development Officer of Plantation Bay Utility Co., a Florida corporation, on behalf of the company. He is personally known to me.

Notary Public

My Commission Expires:

**STATE OF FLORIDA**
**COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me this ___ day of March, 2013, by Catherine Robinson, as Mayor of the City of Bunnell, on behalf of the City of Bunnell. She is personally known to me.

Notary Public

My Commission Expires:

**STATE OF FLORIDA**
**COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me this___ day of March, 2013, by Barbara Revels, Chair of the Board of County Commissioners of Flagler County, Florida, on behalf of Flagler County. She is personally known to me.

Notary Public

My Commission Expires:

# Appendix "M"

# Utility Developer Agreement

# UTILITY DEVELOPER AGREEMENT

**THIS AGREEMENT** made and entered into this ____ day of _____, 2013, by and between WL Residential Land, LLC, a Florida corporation, and Intervest at Plantation Bay, LLC, a Florida corporation, hereinafter referred to collectively as "Developer," and City of Bunnell, Florida and Flagler County, hereinafter referred to collectively as "Utility,"

**WHEREAS**, Developer owns or controls lands located in Volusia and Flagler Counties Florida, and within the Plantation Bay Development of Regional Impact as further described in the DRI Development Order and Amendments thereto ("DRI"), hereinafter referred to as the "Property"; and

**WHEREAS**, Developer has plans to continue to develop the Property by constructing the build out of the DRI in accordance with the DRI Development Orders and any amendments thereto; and

**WHEREAS**, the Developer is not a direct party to the Agreement for Purchase and Sales to which this Agreement is an Appendix; and

**WHEREAS**, Developer desires that the Utility provide potable water ("Water Service") and central wastewater collection, treatment and disposal ("Wastewater Service") to development occurring on the Property; and

**WHEREAS**, Plantation Bay Utility Co. ("PBUC") is an affiliate of the Developer, and had it not sold its assets to Utility, the Developer would have provided future well sites and easements for raw water lines in cooperation with PBUC as either Contributions-in-Aid-of-Construction ("CIAC") or for valuable consideration, as appropriate; and

**WHEREAS**, the Developer wishes to provide for future well site locations and easements for raw water lines if required; and

**WHEREAS**, over the years Developer has constructed various utilities improvements as CIAC to serve and further Developer's development of the DRI; and

**WHEREAS**, the Developer may or may not have always provided a Bill of Sale for such CIAC due to fact that the PBUC was an affiliate of the Developer's; and

**WHEREAS**, the Developer desires to provide a blanket bill of sale for all existing utilities the Developer constructed to ensure all utility assets are properly conveyed; and,

**WHEREAS**, Developer has constructed various utility facilities across Developer's property to service its development for which a full or complete easement to access and maintain (including replacement) these utility facilities may or may not exist, been granted to PBUC, or properly recorded in the public records; and

**WHEREAS**, Developer desires to provide the easements as necessary to ensure such existing utility facilities are accessible and maintained (to include replacement) when not otherwise covered by an existing and properly recorded utility easement; and

**WHEREAS**, the Utility and Developer agree to cooperate and work together to ensure quality, seamless utility service to the shared customers/residents and businesses within the Property; and

**WHEREAS**, the Utility is willing to provide and utilize its best efforts, to continuously provide water and sewer service for all phases of the Development per the Utility's adopted Standards, Procedures, and Rates, as may amended from time to time; and

**WHEREAS,** the Developer represents that it has the authority to enter in this Agreement and to deliver the assurances and legal instruments provided for herein.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Utility hereby covenant and agree as follows:

1.0 Recitals. The foregoing statements are true and correct and incorporated herein.

2.0 Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(a) "Contribution-in-aid-of-Construction (CIAC)" – The sum of money and/or the value of property represented by the cost of the Utility Systems including lift stations and treatment plants constructed or to be constructed by a Developer or owner, which Developer or owner transfers, or agrees to transfer, to Utility at no cost to Utility to provide Utility Service to the Property.

(b) "Equivalent Residential Connection (ERC)" – A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 300 gallons per day (gpd) for water service and 240 gallons per day (gpd) for wastewater service. The number of ERC's contained in a given ADF is determined by dividing that ADF by 300 gpd for water service and 240 gpd for wastewater service.

(c) "Point of Demarcation" – For wastewater service, the point where the pipes of Utility are connected with the pipes of the Consumer, and for water service is at the outflow of the water meter.

(d) "Property" – The Developer owned or controlled parcels of land within the Plantation Bay Development of Regional Impact ("DRI") as further described in the DRI Development Order and Amendments thereto described in Exhibit "A."

(e) "Service" – The readiness and ability on the part of Utility to furnish and maintain Utility Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

(f) "System Capacity Charges" – Are utility charges that are assessed as a flat fee, per ERC to new or expanding utility users for water and wastewater system capacity impacts to include, but not be limited to, the production, treatment, storage, and transmission of water and wastewater (including reuse) hereafter; referred to as "Capacity Charges".

(g) "Zone of Exclusion" - All land within a two hundred fifty (250) foot radius of an existing or designated potable water wellhead. Within this "zone of exclusion," no incompatible land uses shall be permitted. Incompatible land uses shall include those industrial and commercial land uses, which handle, store or process hazardous or toxic materials, landfills, borrow pits which penetrate through confining beds and waste storage, transfer, disposal and treatment facilities.

3.0 Bill of Sale. The Developer shall the execute a general bill of sale in form attached as Exhibit "B" for all utility improvements to include water, sewer, and reuse up to the point of demarcation

4.0 Easement for Existing Utilities. The Developer shall execute a Grant of Easement in the form attached as Exhibit "C" as necessary, now or in the future, for all utility improvements that exist at the time of execution hereof, or are required to be conveyed pursuant to this Agreement, to include water, sewer, and reuse up to the point of demarcation.

5.0 Credited ERC Capacity Charges. As partial consideration for the sale of utility assets to Utility by PBUC, Utility hereby reserves 150 ERCs of Water Service and Wastewater Service capacity for Developer's use ("Reserve Capacity") for a period of time not to exceed seven years from this date. The terms and conditions of this Developer Agreement shall apply to the Reserve Capacity; provided that, all Capacity Charges for the Reserve Capacity shall be considered prepaid, with no further capacity payment required from Developer. The take down of water and wastewater capacity under this Agreement shall first be credited against the Reserve Capacity. Upon the expiration of the above-referenced seven year period, or the utilization of the Reserved Capacity, whichever occurs first, subsequent water, reclaimed water and wastewater Capacity Charges shall be subject to maximum guaranteed rate of not to exceed Six Thousand Dollars ($6,000.00) per ERC. The maximum guaranteed rate shall apply to no more than 400 ERC's, and shall apply to connections made by Developer or Developer's designees

within the Service Territory. The maximum guaranteed rate shall expire upon the earlier of the installation of the 400 ERC's or ten (10) years from the date of this Agreement.

5.1 Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the Capacity Charges paid or to any of the water or wastewater facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of Capacity Charges, no interest payment on said Capacity Charges and otherwise, are applicable to all persons or entities.

5.2 Any user or consumer of Utility Service shall not be entitled to offset any bill or bills rendered by Utility for such service or services against the Capacity Charges paid. Developer shall not be entitled to offset the Capacity Charges against any claim or claims of Utility.

6.0 On-Site Facilities. Developer hereby covenants and agrees to design and construct at its sole cost and expense the on-site water distribution and wastewater collection systems. The term "on-site water distribution and wastewater collection systems" means and includes all pipes, valves, facilities and equipment, including pumping stations and lift stations, constructed within the boundaries of Developer's Property adequate in size to provide each building within the Property with water and wastewater service and in compliance with any adopted Utility Standards and Procedures Ordinance. To secure additional capacity beyond the Reserved Capacity, a supplemental Developer Agreement, or amendment hereto, shall be required per phase as part of the platting/development process.

7.0 Off-Site Facilities. Developer shall design and construct at its sole cost and expense the off-site water distribution and wastewater collection systems. The term "off-site wastewater collection systems" means and includes all water distribution and wastewater collection lines, facilities, and equipment, including lift stations and main line, located outside the boundaries of Developer's Property and constructed for the purpose of connecting on-site systems to Utility's existing main. The terms and conditions for the construction and conveyance to the Utility of the on-site and off-site facilities, including the oversizing of water distribution and/or wastewater collection systems to serve property other than the Property, shall be in compliance with the duly adopted Utilities Standards and Procedures. To secure additional capacity beyond the Reserved Capacity, a supplemental Developer Agreement, or amendment hereto, shall be required per phase as part of the platting/development process.

8.0 Existing Potable Water Well Field. At closing on Utility's purchase of the utility assets of PBUC of even date herewith, Utility acquired the right to construct additional wells and appurtenant facilities, as well as any pretreatment facilities related to those wells, within the 137 acre well field parcel identified on Map H of the DRI encompassing four existing well sites that are currently in use for the provision of water service to the DRI ("Well Field"). A copy of the survey showing the existing wells is shown in Exhibit "D" to this Agreement. Developer agrees that any portion of the Property in proximity to the well sites within the Well Field shall be maintained in accordance with requirements defined as a Zone of Exclusion as currently defined in the Flagler County Comprehensive Plan. Upon execution hereof, the Developer shall convey

to Utility a Grant of Easement over the Well Field in the form attached hereto as Exhibit "E." As more specifically set forth therein, the easement shall accommodate the existing wells and authorize additional well sites as are reasonably required by Utility for the provision of Water Service to the DRI at no cost to the Utility. The easement shall permit the Utility to do all things necessary or convenient for the development, permitting, construction, maintenance and monitoring of existing and future wells without prior notice to or approval of Developer including, but not limited to, ingress and egress, soil boring, evaluating wetlands, explore site conditions, drilling of exploratory wells, water sampling and testing, surveying, installation and maintenance of production and monitoring wells, land clearing, power line extensions, raw water line construction and maintenance, construction of pre-treatment facilities and related other activities. Developer retains the right to utilize the Well Field land for any purpose not inconsistent herewith and provided that use of the Property as a well field shall have priority over all other uses.

9.0 Future Potable Water Wells. The engineer for PBUC determined that it would take approximately 16 to 20 well sites to service the DRI, before the Utility Service Area was expanded by PBUC. Additionally, of the four existing wells in the Well Field, two have substantial water quality issues making them potentially unusable in which case additional well sites outside of the Well Field may be required. Future well sites within the Well Field are authorized pursuant to the Grant of Easement attached as Exhibit "E." Future well sites located on Developer's property outside the Well Field will require payment to the Developer of $20,000 each, or four (4) prepaid water and wastewater ERC's, at Utility's option, and any water withdrawals thereunder will be at no cost to Utility. A well site shall include sites for test wells related to Water Service. A well site shall be sufficient in size to contain a well, pumps, meter, piping, electrical panel, generator, fencing or other security structure, pre-treatment facilities and appurtenant facilities and at a minimum shall be 30ft by 30ft. Developer shall further provide, at no cost to Utility, an easement(s) across private property as may be necessary to extend a raw water transmission main from the well site to a public right of way, and to provide electric power to the well site. The well sites shall be maintained with a minimum distance of 100 feet from any improvements and property maintained as a Zone of Exclusion. The Developer's land subject to this reservation of rights is herein defined as the Property. In the event that Developer has not previously identified sites for such facilities in a Master Plan or similar document, or in the event the sites identified in such plan or document are insufficient, Developer shall coordinate with Utility to identify mutually acceptable necessary well sites and water line locations. The location of well sites outside the Well Field shall be subject to Developer approval based on ability to permit, hydraulic considerations, and proximity to: (i) treatment facilities, (ii) other wells, and (iii) a good quality water source. Developer agrees, in its capacity as property owner, to sign off on any permit applications submitted by Utility to the appropriate regulatory agencies for use of the Well Field, and well sites located outside the Well Field, in a manner consistent with the terms of this Agreement.

10.0 Utility Agreement to Serve. Upon the payment of required Capacity Charges (other than for the Reserve Capacity) and the completion of construction of the on-site and off-site water distribution and wastewater collection systems, their inspection, and adherence to the other terms of this Agreement and the Utilities Standards and Procedures Ordinance, the Utility covenants and agrees that it will oversee the connection of the water distribution and wastewater

collection systems installed by Developer to the central facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of applicable governmental authorities. Utility agrees that once it provides Utility Service to the Property, and Developer or others have connected Consumer Installations to its System, that thereafter Utility will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Utility Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Utility.

11.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Service to the Property during the period of time Utility, its successors and assigns, provide Utility Service to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility shall have the sole and exclusive right and privilege to provide Utility Service to the Property and to the occupants of such buildings or units constructed thereon.

12.0 Rates. Utility agrees that the rates to be charged to Developer and individual consumers of Utility Service shall be those set forth in a standard rate ordinance/resolution of the Utility. However, notwithstanding any provision in this Agreement, Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable or as may be provided by law. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Utility.

12.1 Notwithstanding any provision in this Agreement to the contrary, Utility may establish, amend or revise, from time to time, in the future, and enforce rules, regulations and ordinances covering Utility Service to the Property. However, all such rules, regulations and ordinances so established by Utility shall at all times be reasonable and subject to such regulations as may be provided by law.

12.2 Any such initial or future decreased or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Utility from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the Utility Service provided to the Property by Utility.

13.0 Assurance of Title. The Developer within a period of thirty (30) calendar days after the execution of this Agreement, at the expense of Developer, Developer agrees to deliver to Utility a copy of Title Insurance Policy with respect to the Property. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service, bills of sale, easements, and well locations, contained in this Agreement. The deeds evidencing Developer's title to the Property will be attached to the Title Insurance Policy.

14.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

15.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

David Haas, Chief Development Officer
Plantation Bay Utility Co.
2379 Belville
Daytona Beach, FL 32119
DHaas@icihomes.com

with a copy to:

Sundstrom, Friedman & Fumero, LLP
Attn: William E. Sundstrom, Esq.
2548 Blairstone Pines Drive
Tallahassee, FL 32301
850-877-6555
wsundstrom@sfflaw.com

and if to the Utility, at:

City Manager
City of Bunnell
1769 E. Moody Blvd.
Bunnell, FL 32110
386-437-7500
amartinez@bunnellcity.us

and

County Administrator
Flagler County
1769 East Moody Blvd., Bldg. #2, Suite 301
Bunnell, FL 32110
386-313-4000
ccoffey@flaglercounty.org

with a copy to:

City Attorney
City of Bunnell
P.O. Box 819
Bunnell, FL 32110
386-437-1668
attorneynowell@gmail.com

and

County Attorney
Flagler County
1769 East Moody Blvd., Building #2
Bunnell, FL 32110
386-313-4005
ahadeed@flaglercounty.org

16.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

17.0 Costs and Attorney's Fees. In the event the Utility or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, including such fees and costs of any appeal.

18.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities (which will be repaired by Utility as soon as reasonably possible), governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

19.0 Indemnification. To the extent permitted by Section 768.28, Florida Statutes, each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable trial and appellate attorney's fees) to which such party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility's water and wastewater systems.

## MISCELLANEOUS PROVISIONS

20.0 The rights, privileges, obligations and covenants of Developer and Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

21.0 Except as provided in the Agreement for Purchase and Sale of Water Assets by and between Plantation Bay Utility Co., and City of Bunnell, Florida, and the Agreement for Charitable Donation of Wastewater Assets by and between Plantation Bay Utility Co. and City of Bunnell, Florida this Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed constitutes the agreement between Developer and Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

22.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

23.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

24.0 The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Utility.

25.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

26.0 Because of inducements offered by Developer to Utility, Utility has agreed to provide Utility Service to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to third parties without the written consent of Utility, except in the case of a bona-fide sale of Developer's Property. Such approval shall not be unreasonably withheld. Moreover, Developer agrees that this Agreement is a superior instrument to any other documents, representations, and promises made by and between Developer and third parties, both public and private, as regards the provisions of Utility Service to Developer's property. Developer further agrees that, notwithstanding anything herein to the contrary, in the event of a conflict between this Agreement and the terms and conditions set forth in Flagler County Resolution No. 85-14 approving the Application for Development Approval for the Plantation Bay development ("Development Order"), the Development Order shall prevail, and nothing in this Agreement is intended to modify or supersede the Development Order other than the recognition of Utility's responsibility for the provision of Water and Wastewater Service as set forth herein.

27.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

28.0 Utility shall at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

29.0 The parties hereto recognize that prior to the time Utility may actually commence upon a program to carry out the terms and conditions of this Agreement, Utility may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Utility. The Utility agrees that it will diligently and earnestly, at its sole cost and expense, make the necessary proper applications to all governmental authorities and others and will pursue the same to the end that it will use its best efforts to obtain such approvals.

30.0 Should Developer desire to expand its development to include additional property adjacent to Property, Utility and Developer agree to enter into a Developer Agreement upon terms and conditions as are set forth herein with connection charges in the amount then in effect. This right of Developer for Utility Service to an expansion of its Development shall terminate if a Developer Agreement is not executed within two (2) years from the date of this Agreement.

31.0 The rights set forth in this Agreement shall run with the land and be reflected in a recordable document that may be recorded in the public records of Flagler County.

**IN WITNESS WHEREOF**, Developer and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

The City of Bunnell, Florida

_____
Print Name: _____

By: _____
Title: _____

_____
Print Name: _____

WL Residential Land, LLC

_____
Print Name: _____

By: _____
Title: _____

_____
Print Name: _____

Intervest at Plantation Bay, LLC,

_____
Print Name: _____

By: _____
Title: _____

_____
Print Name: _____

Flagler County, Florida

_____
Print Name: _____

By: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of the City of Bunnell, Florida a municipal corporation, on behalf of the City. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida at Large
Printed Name:_____
My Commission Expires:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of WL Residential Land, LLC, a Florida corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida at Large
Printed Name: _____
My Commission Expires:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of Intervest at Plantation Bay, LLC, a Florida corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida at Large
Printed Name: _____
My Commission Expires:

STATE OF FLORIDA
COUNTY OF FLAGLER

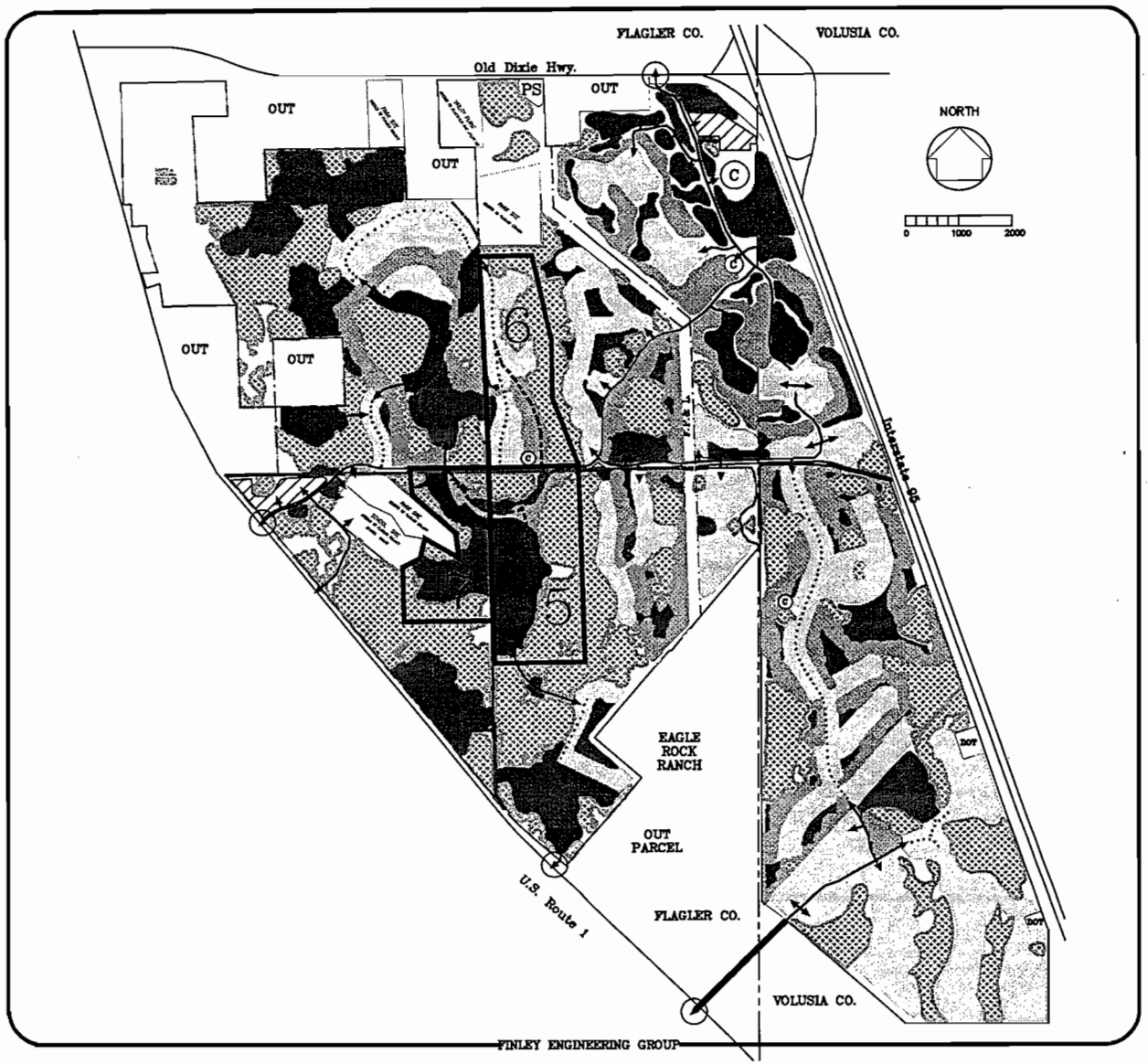
The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of Flagler County, Florida, a political subdivision of the State of Florida, on behalf of the County. He is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida at Large
Printed Name: _____
My Commission Expires:

**Appendix "A"**

**Property**

**[Less and except lands previously sold, developed, or platted.]**




MAP H – 1

MASTER DEVELOPMENT PLAN

# PLANTATION BAY

REVISED

SEPTEMBER 20, 2004

ADD UNITS 5/6/7 – 9-06-05

LEGEND:

- Plantation Bay Property Line
- Flagler/Volusia County Line
- Florida Power & Light Electrical Easement
- Single Family Residential (1–4du/ac)
- Low Density Residential (4–6du/ac)
- Medium Density Residential (6–8du/ac)
- Commercial
- Golf Course / Recreation
- Water
- Environmentally Significant Area
- Open Space
- C Clubs (Golf, Tennis)
- PS Public Safety (Police, Fire)
- DOT Land Taken by FDOT for I–95 Widening
- Collector Road Access Point
- Collector Road
- Subdivision Street

# BILL OF SALE

**KNOW ALL MEN BY THESE PRESENTS**, that _____, on behalf of _____, in _____ County, Florida ("Seller"), for and in consideration of the sum of Ten and 00/100 dollars ($10.00) paid it by the City of Bunnell, Florida, a municipal corporation, at 1769 E. Moody Blvd. Bunnell, Florida 32110 ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto Buyer, its executors, administrators and assigns, the following goods and chattels:

> All utility equipment, installation, materials and facilities (the "Utility Facilities"), within the property described in **EXHIBIT A** (the "Property"), attached hereto and incorporated by reference herein.

Buyer is granted the right to enter upon said land, excavate, relocate and/or take introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining Utility Facilities thereon. Seller also grants to Buyer the water, reclaimed water, and sewer rights and the right to utilize the Utility Facilities to provide water, reclaimed water, and wastewater service.

**TO HAVE AND TO HOLD** the same unto the Buyer, its executors, administrators and assigns forever.

**AND** Seller, does, for itself and its heirs, executors and administrators, covenant to and with Buyer, its executors, administrators and assigns, that it has good and marketable title and right to sell the Utility Facilities and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto Buyer, its executors, administrators, and assigns against the lawful claims and demands of all persons whomsoever.

**IN WITNESS WHEREOF**, Seller has hereunto set its hand and seal this __ day of _____, 201__.

| | |
|---|---|
| _____ | _____ |
| Organization | Signature |
| _____ | _____ |
| Title | Printed Name |



Exhibit B

Signed, sealed and delivered in the presence of us:

WITNESSESS:

_____ _____

_____ _____

Print name Print name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____ 201_, by _____, on behalf of _____, who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC
My Commission Expires:

(SEAL)

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
John R. Jenkins, Esq.
Nabors, Giblin & Nickerson P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
(850) 224-4070

# GRANT OF EASEMENT

**THIS GRANT OF EASEMENT** is made this ____ day of _____, 2013, by _____ ("Grantor"), whose address is _____, to the City of Bunnell, Florida ("Grantee"), whose address is 1769 E. Moody Blvd. Bunnell, Florida, 32110.

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants and conveys a utility easement, in perpetuity, over, in, through, and under the property described in Exhibit "A" attached hereto and made a part hereof by reference ("Property").

1. Grantor permanently grants, sets over, conveys and delivers to Grantee, it successors and assigns, the exclusive right, privilege and easement to construct, reconstruct, lay and install, operate, maintain, relocate, repair, reconnect, replace, improve, remove and inspect sewer transmission and collection facilities, water transmission and distribution facilities, reuse transmission and distribution facilities and all appurtenances thereto, and all appurtenant equipment in, under, upon, over and across the Property with full right to ingress and egress through the Property for the accomplishment of the foregoing rights.

2. This Grant of Easement is a reservation and condition running with the Property and shall be binding upon the successors and assigns of Grantor, all purchasers of the Property and all those persons or entities acquiring right, title or interest in the Property by, through or under Grantor.

3. The Grantor warrants that it is lawfully seized in fee simple of the land upon which the above-described easement is situated, that it has good and lawful authority to convey said land or any part thereof or interest therein, that said land is free from all encumbrances, and that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever. In the event it is determined at some future date that the Property does not include all property within which the facilities described in paragraph 1. are located, Grantor warrants to amend Appendix "A" to include such additional property as is necessary to include all such facilities.

4. This Grant of Easement is subject to the following:



Exhibit C

a. All easements and grants herein shall be utilized in accordance with established generally accepted practices of the water and sewer industry and all rules, regulations, ordinances, and laws established by governmental authorities having jurisdiction over such matters.

b. Grantor retains, reserves and shall continue to enjoy the use of the surface of the above-described property for any and all purposes that do not interfere with Grantee's use of the subject easement, including the right to grant easements for other public utility purposes. Grantor, its successors or assigns, may change the grade above Grantee's installed facilities, or perform any construction on the surface of the above described property; however, if the change in grade and/or construction requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns.

c. If in the future any portion of any driveways, sodded areas, gardens or plantings shall be destroyed, removed, damaged or disturbed in any way by Grantee as a result of Grantee installing, excavating, repairing, maintaining, replacing, reconnecting or attaching any underground water, sewer, and/or reuse mains, lines or related facilities within the foregoing described easement, Grantee's sole obligation to restore the surface of the easement area shall be limited to the replacement of sod and/or pavement, and Grantee shall have no further obligation nor be responsible or liable for any expense incurred in the replacement of gardens, plantings or trees or any boundary wall, building or structure located in the said easement area which may have been destroyed, removed, damaged or disturbed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal seal on the date first written above.

_____
Printed Name: _____
Title: _____

Signed, sealed and delivered in the presence of us:

WITNESSESS:

_____ _____
Print name: _____ Print name: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____ 2013, by _____, who is personally known to me or produced _____ as identification, on behalf of _____.

_____
NOTARY PUBLIC
My Commission Expires:

# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION # 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
www.sligerassociates.com
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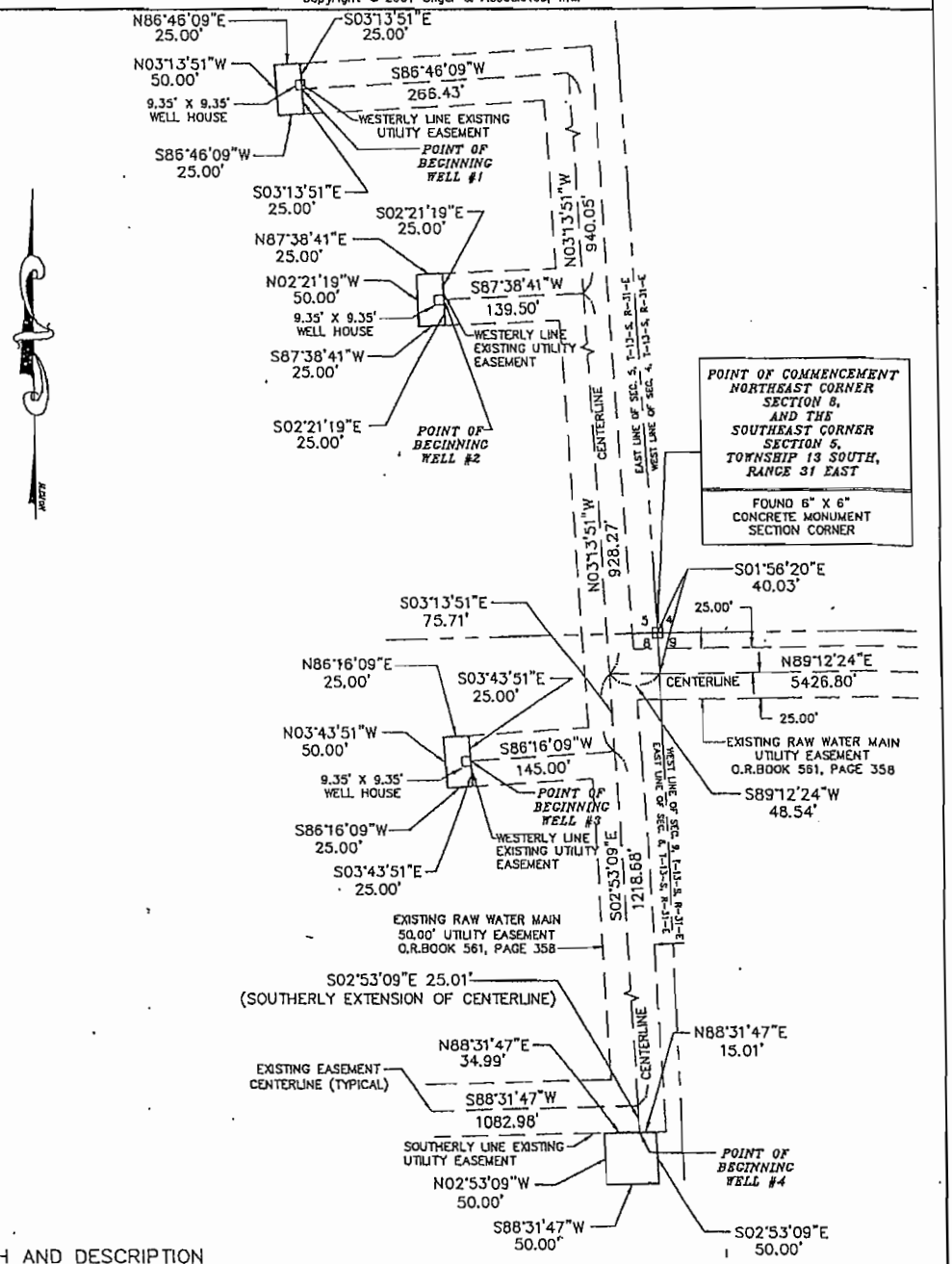


SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: INTERVEST CONSTRUCTION,, INC.

PLANTATION BAY WELL SITES IN
FLAGLER COUNTY, FLORIDA.
SEE 2 OF 3 FOR DESCRIPTIONS OF
WELL SITES #1 THRU #4

| ABBREVIATIONS | |
|---|---|
| ID | IDENTIFICATION |
| A/C | AIR CONDITIONER |
| R/W | RIGHT OF WAY |
| ℄ | CENTERLINE |
| Δ | CENTRAL ANGLE |
| R | RADIUS |
| L | ARC LENGTH |
| CB | CHORD BEARING |
| FP&L CO. | FLORIDA POWER & LIGHT COMPANY |
| N.G.V.D. | NATIONAL GEODETIC VERTICAL DATUM |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

SHEET 1 OF 3

LEGEND

- ● IRON ROD WITH CAP
- ○ IRON PIPE
- □ CONCRETE MONUMENT
- ■ PERMANENT REFERENCE MONUMENT
- △ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- EXISTING ELEVATION
- PROPOSED ELEVATION

SCALE: 1"=100' FIELD BOOK : 995 PAGE: 56

Exh "D"

# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(904) 761-5385
www.sligerassociates.com

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DESCRIPTION: "WELL SITE #1"

A PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 03°13'51" WEST, 1868.32 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 86°46'09" WEST, 266.43 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 03°13'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET; THENCE SOUTH 86°46'09" WEST, 25.00 FEET; THENCE NORTH 03°13'51" WEST, 50.00 FEET; THENCE NORTH 86°46'09" EAST, 25.00 FEET TO SAID WESTERLY LINE; THENCE SOUTH 03°13'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

DESCRIPTION: "WELL SITE #2"

A PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 03°13'51" WEST, 928.27 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 87°38'41" WEST, 139.50 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 02°21'19" EAST ALONG SAID WESTERLY LINE, 25.DO FEET; THENCE SOUTH 87°38'41" WEST, 25.00 FEET; THENCE NORTH 02°21'19" WEST, 50.00 FEET; THENCE NORTH 87°38'41" EAST, 25.00 FEET TO SAID WESTERLY LINE; THENCE SOUTH 02°21'19" EAST ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

DESCRIPTION: "WELL SITE #3"

A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 03°13'51" EAST, 75.71 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 86°16'09" WEST, 145.00 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 03°43'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET; THENCE SOUTH 86°16'09" WEST, 25.00 FEET; THENCE NORTH 03°43'51" WEST, 50.00 FEET; THENCE NORTH 86°16'09" EAST, 25.00 FEET TO SAID WESTERLY LINE; THENCE SOUTH 03°43'51" EAST ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

DESCRIPTION: "WELL SITE #4"

A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8, THENCE SOUTH 01°56'20" EAST, 40.03 FEET TO THE CENTERLINE OF AN EXISTING UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 561, PAGE 358, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE SOUTH 89°12'24" WEST, 48.54 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 03°13'51" EAST, 75.71 FEET TO A POINT ON SAID CENTERLINE; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 02°53'09" EAST, 1218.68 FEET TO A POINT ON SAID CENTERLINE; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID CENTERLINE, SOUTH 02°53'09" EAST, 25.01 FEET TO THE SOUTHERLY LINE OF SAID EXISTING EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88°31'47" EAST ALONG SAID SOUTHERLY LINE, 15.01 FEET; THENCE SOUTH 02°53'09" EAST, 50.00 FEET; THENCE SOUTH 88°31'47" WEST, 50.00 FEET; THENCE NORTH 02°53'09" WEST, 50.00 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE NORTH 88°31' 47" EAST, 34.99 FEET TO THE POINT OF BEGINNING. CONTAINING 2500 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
John R. Jenkins, Esq.
Nabors, Giblin & Nickerson P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
(850) 224-4070

# WELL FIELD GRANT OF EASEMENT

**THIS GRANT OF EASEMENT** is made this ____ day of _____, 2013, by WL Residential Land, LLC ("Grantor"), whose address is 2379 Beville Road, Daytona Beach, Florida 32119, to the City of Bunnell, Florida ("Grantee"), whose address is 1769 E. Moody Blvd. Bunnell, Florida, 32110.

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants and conveys a utility easement, in perpetuity, over, in, through, and under the property described in Exhibit "A" attached hereto and made a part hereof by reference ("Property").

1. Grantor permanently grants, conveys and delivers to Grantee, it's successors and assigns, the exclusive right, privilege and easement to construct, reconstruct, lay and install, operate, maintain, relocate, repair, reconnect, replace, improve, remove and inspect water wells, water transmission and distribution facilities, to develop, permit, construct, maintain and monitor existing and future wells without prior notice to or approval of Grantor including, but not limited to, ingress and egress, soil boring, evaluating wetlands, explore site conditions, drilling of exploratory wells, water sampling and testing, surveying, installation, equipping and maintenance of production and monitoring wells, land clearing, power line extensions, raw water line construction and maintenance, construction of pre-treatment facilities and related activities and appurtenances thereto in, under, upon, over and across the Property with full right to water withdrawals at no cost to Utility and to ingress and egress through the Property for the accomplishment of the foregoing rights.

2. This Grant of Easement is a reservation and condition running with the Property and shall be binding upon the successors and assigns of Grantor, all purchasers of the Property and all those persons or entities acquiring right, title or interest in the Property by, through or under Grantor. Notwithstanding the foregoing, this easement shall terminate if Grantee discontinues water withdrawal from the Property for a continuous period of one year, provided such discontinued use is not the result of any legal moratorium or other court ordered or regulatory action and Grantee is not actively involved in the permitting or construction of new or refurbished wells on the Property.

3. The Grantor warrants that it is lawfully seized in fee simple of the land upon which the above-described easement is situated, that it has good and lawful authority to convey said land or any part thereof or interest therein, that said land is free from ~~all~~ encumbrances that would negatively



Exhibit "E"

impact this grant, and that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

4. This Grant of Easement shall be utilized in accordance with established generally accepted practices of the water industry and all rules, regulations, ordinances, and laws established by governmental authorities having jurisdiction over such matters.

5. Grantor retains, reserves and shall continue to enjoy the use of the surface of the Property for any and all purposes including setback credits, wetland mitigation, and all such similar uses, provided, however, that such uses do not interfere with Grantee's use of the subject easement or its ability to withdraw groundwater, Grantee's right to such withdrawals subject to regulatory approvals being paramount. Grantor, its successors or assigns, may change the grade above Grantee's installed facilities, or perform any construction on the surface of the above described property; however, if the change in grade and/or construction requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal on the date first written above.

WL Residential Land, LLC

_____

Printed Name: _____

Title: _____

Signed, sealed and delivered in the presence of us:

WITNESSESS:

_____ _____

Print name: _____ Print name: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____ 2013, by _____, who is personally known to me or produced _____ as identification, on behalf of WL Residential Land, LLC.

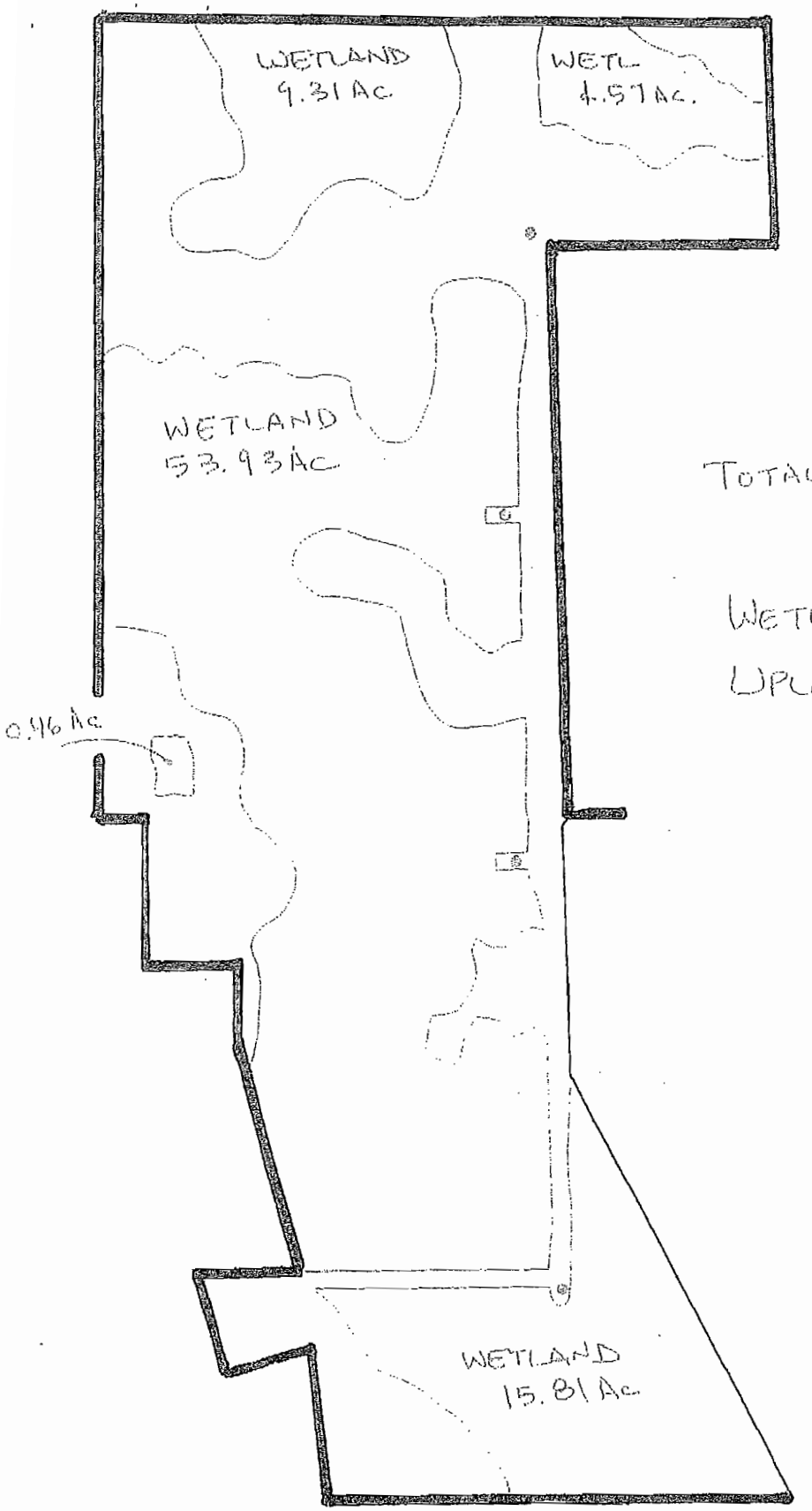
_____

NOTARY PUBLIC
My Commission Expires:

**Exhibit "A"**

**Well Field Property**

**The attached Well Field sketch will be replaced by an exact legal description and sketch prior to closing.**




TOTAL WELLFIELD AREA
137 AC

WETLANDS 84 AC (61.3%)
UPLAND 53 AC.

⊕ — CURRENT WELL LOCATION (APPROXIMATE)

PLANTATION BAY
WELLFIELD AREA

6-29-04

# Appendix "N"

# Reclaimed Water Service Agreement

# Reclaimed Water Service Agreement

This Agreement is made and entered into on this _____ day of _____, 2013, by and between the City of Bunnell, a municipal corporation of the State of Florida, and Flagler County, Florida, a political subdivision of the State of Florida, hereinafter jointly referred to as "Utility", and Plantation Bay Country Club, LLC, a Florida corporation, hereinafter referred to as "Customer".

**WHEREAS,** Utility owns and operates a wastewater treatment system serving portions of Flagler County and Volusia County, Florida, and said system is permitted to provide treated Reclaimed Water for Public Access Areas irrigation by the Florida Department of Environmental Protection; and

**WHEREAS,** Customer is desirous of obtaining Reclaimed Water from Utility for irrigation of Public Access Areas within the property described in Appendix A attached hereto and incorporated herein by reference ("Property"); and

**WHEREAS,** Utility has determined that piping its excess Reclaimed Water to Customer is a cost effective and expedient means to provide disposal capacity and also serves the purpose of encouraging the environmentally responsible management of the area's water resources; and

**WHEREAS,** Utility and Customer wish to provide for Utility's Reclaimed Water to irrigate Customer's Property and to set forth their respective duties and obligations with regard to the provision and disposal of Reclaimed Water.

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration exchanged amongst the parties, Utility and Customer hereby agree as follows:

**SECTION 1. RECITATIONS.** The foregoing recitations are true and correct and incorporated herein by reference.

**SECTION 2. DEFINITIONS.** As used in this Agreement, the following terms shall have the following meaning unless the context clearly demands otherwise:

**2.1 "Agreement"** shall mean this Reclaimed Water Use Agreement, as it may be amended from time-to-time.

**2.2 "Land Application Irrigation System"** shall mean an irrigation system designed to distribute Reclaimed Water as described in Rule 62-610.200(29), Florida Administrative Code, or its official successor in function.

**2.3 "Point of Connection"** shall mean the point of physical connection between Utility's Reclaimed Water Distribution System and Customer's Land Application Irrigation System located at a point in the right-of-way to be determined by the parties at or near _____, as shown in Appendix B.

**2.4 "Public Access Areas"** shall mean an area that is intended to be accessible to the general public as described in Rule 62-610.200(45), Florida Administrative Code, or its official successor in function.

**2.5 "Reclaimed Water"** shall mean water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility as described in Rule 62-610.200(48), Florida Administrative Code, or its official successor in function.

**2.6 "Reclaimed Water Distribution System"** shall mean a network of pipes, pumping facilities, storage facilities, and appurtenances designed to convey and distribute Reclaimed Water as described in Rule 62-610.200(49), Florida Administrative Code, or its official successor in function.

**SECTION 3. VOLUME AND DELIVERY SCHEDULE.**

**3.1** Utility does hereby agree to transmit and Customer does hereby agree to receive and assume all obligations for the storage and disposal of a Maximum Annual Average Flow ("MAAF") of up to 120,000,000 gallons per year (+/-328,500 gallons per average annual day) of Reclaimed Water for Public Access Area irrigation. Utility cannot guarantee any minimum amount of Reclaimed Water to be provided to Customer, however, Customer shall be entitled to first refusal of all of the Reclaimed Water produced by Utility up to the MAAF, and under no circumstances shall reclaimed water be sold to any third party until such time as the MAAF has been delivered to Customer. All Reclaimed Water shall be transmitted by Utility and received by Customer at the Point of Connection.

**3.2** Utility's Reclaimed Water Distribution System is currently connected to Customer's Land Application Irrigation System at the Point of Connection and Reclaimed Water is provided per the written approval from the Department of Environmental Protection and will continue from the date of this Agreement.

**3.3** The sale of the Reclaimed Water transmitted to Customer by Utility shall occur at the Customer's side of the meter.

**3.4** Customer shall use all Reclaimed Water received from Utility solely for irrigation of Public Access Areas on the Property. Customer shall not sell, distribute or otherwise convey any Reclaimed Water received from Utility to other users, nor shall Customer use the Reclaimed Water received from Utility for any purpose other than irrigation of Public Access Areas on the Property.

**3.5** Customer acknowledges that Utility operates its wastewater system pursuant to a Department of Environmental Protection operating permit which may be affected by a change in Reclaimed Water disposal circumstances. Accordingly, Customer covenants that it will use Reclaimed Water as its primary source of irrigation of its Public Access Areas and that Customer

shall not use potable water for irrigation purposes if Utility has Reclaimed Water available for Customer's use.

**SECTION 4. RECLAIMED WATER SYSTEMS.**

**4.1** Utility shall be responsible for constructing, installing, operating and maintaining the Reclaimed Water Distribution System on Utility's side of the Point of Connection. The Utility shall be responsible for installing, operating and maintaining the Point of Connection and the meter and valve at the Point of Connection for the current Reclaimed Water service. If there is any future connection to the Utility's Reclaimed Water Distribution System the Customer shall install and convey the meter and valve at the Point of Connection, which shall thereafter be operated and maintained by the Utility.

**4.2** Customer shall be responsible for constructing, installing, operating and maintaining its on-site Land Application Irrigation System in a good and serviceable condition. Customer's on-site Land Application Irrigation System shall meet all the requirements of Rule 62-610.469, Florida Administrative Code, and all other applicable regulatory requirements. Customer shall be responsible for constructing and installing the valve and meter at the Point of Connection. Any meter and valve installed by the Customer at a future Points of Connection shall meet all applicable regulatory requirements.

**4.3** Any future construction/ additions to Customer's Land Application Irrigation System, its interconnection with Utility's Reclaimed Water Distribution System, and the conveyance of the meter and valve at the Point of Connection shall be governed by the adopted Utility Procedures and Standards requirements.

**4.4** Utility reserves the right but does not assume the obligation to increase the capacity of Customer's Land Application Irrigation System in the future if necessary in Utility's judgment for the proper delivery of Reclaimed Water, provided, however, that Customer consents in writing thereto.

**SECTION 5. MONITORING, MAINTENANCE & OPERATIONAL OBLIGATIONS.**

**5.1** Utility shall be responsible for all costs of operating the Reclaimed Water Distribution System up to the Point of Connection.

**5.2** Utility shall be responsible for all monitoring and reporting requirements required by its wastewater operating permit. Customer shall allow Utility reasonable access to the Property in order to fulfill these requirements.

**5.3** Customer shall be responsible for all costs to run the Land Application Irrigation System on its property. Customer is prohibited from cross connecting the Land Application Irrigation System with the potable water system. Customer shall not use Reclaimed water to fill swimming pools, hot tubs, or wading pools. Low trajectory nozzles or other means to minimize

aerosol formation shall be utilized if within 100 feet of outdoor public eating, drinking and bathing facilities.

**5.4** Customer shall ensure that a set-back distance of 200 feet is maintained from any unlined storage ponds for Reclaimed Water to any potable water supply wells. This distance may be reduced, but in no case may be less than 75 feet, in the event Customer can demonstrate in an engineering report that the Reclaimed Water will not migrate to the potable water supply well as a result of conditions such as (1) the existence of confining units which preclude migration of the Reclaimed Water to the potable water supply well, (2) the flow of ground water away from the potable water supply well, or (3) other hydrogeologic conditions precluding migration of the Reclaimed Water to the potable water supply well. Storage ponds shall be constructed in a manner that complies with Rule 62-610.414, Florida Administrative Code.

**5.5** Customer shall maintain a set-back distance of 75 feet from the edge of any wetted area of any public access land application area to potable water supply wells.

**5.6** Customer shall maintain a set-back distance of 75 feet from a reclaimed water transmission facility to any public water supply well.

**5.7** Customer shall be responsible for all monitoring and reporting requirements for the acceptance, storage, use, and disposal of Reclaimed Water provided to the Point of Connection, including, but not limited to providing any required notices to persons using the property. Upon request, Customer shall provide Utility copies of the results of any Reclaimed Water sampling and related reports to the Florida Department of Environmental Protection ("FDEP") or other regulatory bodies. All costs associated with Customer's obligations hereunder shall be borne by Customer.

**5.8** Customer shall report any overflows of any on-site Reclaimed Water storage ponds and any other abnormal occurrences to Utility as soon as possible but not later than 24 hours of an occurrence.

**SECTION 6. TREATED WASTEWATER QUALITY.**

**6.1** All Reclaimed Water delivered to Customer pursuant to this Agreement for irrigation shall receive at least secondary treatment and basic disinfection as required by Chapter 62-610, Florida Administrative Code, and shall be of a quality that conforms with the requirements of all federal, state and local regulations.

**6.2** Utility shall treat all Reclaimed Water delivered to Customer for reuse under this Agreement to the levels required for irrigation of Public Access Areas as established in Chapter 62-610, Florida Administrative Code.

**6.3** Customer acknowledges that the Reclaimed Water delivered may not meet FDEP standards for Public Access Area irrigation from time to time until the Utility's wastewater treatment plant capital improvement program has been implemented including, but not limited

to, separating the treatment plant discharge reject pond from the Reclaimed Water pond and plant upgrades to achieve class 1 reliability for the delivery of Reclaimed Water, and Customer agrees that Utility may not be held liable for delivery of Reclaimed Water that does not meet such standards.

**6.4** After the facilities described in 6.3 above are constructed and placed in service, the Utility shall inform Customer of any water quality deterioration below levels required for Public Access Area irrigation purposes as soon as practicable. Upon receipt of such notice, Customer shall immediately cease all irrigation practices until the Reclaimed Water quality is restored to acceptable levels.

**SECTION 7. CHARGES.**

**7.1** The charge for Reclaimed Water delivered to Customer will be seven cents ($0.07) per one thousand gallons for a period of 10 years from the date hereof.

**7.2** Thereafter, the charge for Reclaimed Water delivered to Customer will be based upon the rates established and adopted by Utility in its most current, applicable rate resolution and may be amended from time-to-time in accordance with Utility's policies and procedures.

**SECTION 8. EASEMENT AND ACCESS REQUIREMENTS.**

**8.1** Customer will grant Utility all necessary easements for the construction, operation, maintenance and monitoring of the Reclaimed Water Distribution System and Land Application Irrigation System within Customer's Property in the event the Point of Connection and/or Utility reuse facilities are on the Customers Property.

**8.2** Utility shall have the right, without advance notice, to enter upon those portions of Customer's Property as necessary to review and inspect the operations of the Land Application Irrigation System or for sampling at any sampling sites located on Customer's Property.

**SECTION 9. REUSE NOTIFICATION REQUIREMENTS.**

**9.1** Customer shall notify the public of the use of Reclaimed Water on the Property. This notification shall be accomplished by posting of advisory signs which, at a minimum, comply with all FDEP rule requirements, and shall be placed at each reclaimed water storage pond and throughout the areas being irrigated. The signs shall be in accordance with the Utility's Procedures and Standards requirements.

**9.2** Customer shall secure in locked compartments, vaults or service boxes all sources of Reclaimed Water, such as outdoor faucets, from access by the public and such sources of Reclaimed Water shall be appropriately labeled as such and marked in both English and Spanish per the Utility's Procedures and Standards requirements.

**9.3** Customer shall label all drinking fountains and faucets with a sign marked "Drinking Water" or "Potable Water," along with the equivalent standard international symbol to differentiate such sources of drinking water from the Reclaimed Water sources per the Utility's Procedures and Standards requirements.

**9.4** Utility shall be allowed reasonable access to Customer's property to ensure these notification requirements are met.

**SECTION 10. EXCUSES FROM PERFORMANCE.**

**10.1** If for any reason, beyond either Utility's or Customer's control, during the term of this Agreement any local, state or federal government or agency shall fail to issue necessary permits, grant necessary approvals, or require any change in the operation of the treatment, transmission and distribution systems or the application of the treated wastewater effluent, then, to the extent that such requirements shall prevent either party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof. The parties hereto shall immediately undertake to renegotiate the affected portion of this Agreement.

**10.2** Neither party shall be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of government in either its sovereign or contractual capacity, accident, fire, water damages, flood, earthquake or other natural catastrophes.

**SECTION 11. EMERGENCIES.**

**11.1** Utility shall not be liable to Customer for failure to deliver Reclaimed Water if an emergency situation occurs which prevents Utility's performance.

**11.2** An emergency includes, but is not limited to, a lack of Reclaimed Water due to loss of flow to the treatment plant or a process failure, contamination of the Reclaimed Water making it unsuitable for reuse, or equipment or material failure in the Reclaimed Water Distribution System or the Land Application Irrigation System.

**11.3** If an emergency situation occurs, Utility shall immediately notify Customer, in writing, noting the nature of the emergency and expected duration.

**SECTION 12. INDEMNIFICATION.** Customer agrees to indemnify and hold harmless Utility, its officers, agents and employees against any loss, damage or expense, including all costs and reasonable attorneys' fees, suffered by Utility from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, or act of Customer, its agents, servants, or employees in the performance of this Agreement. Customer further agrees to indemnify and hold harmless Utility, its officers, agents and employees against any loss, damage or expense, including all costs and reasonable attorneys'

fees, suffered by Customer from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any failure on the part of Utility to deliver Reclaimed Water of a quality that meets all FDEP standards until the earlier of twenty four months from the date of this Agreement or such time as the Utility's wastewater treatment plant capital improvement program has been implemented including, but not limited to, separating the treatment plant discharge reject pond from the Reclaimed Water pond and plant upgrades to achieve class 1 reliability for the delivery of Reclaimed Water.

**SECTION 13. TERM AND TERMINATION.**

**13.1** This Agreement shall be for a term of twenty (20) years commencing on the date hereof. The term of this Agreement shall be automatically renewed for successive five (5) year terms unless terminated pursuant to section 13.2 below.

**13.2** The provisions of this agreement shall at all times be subject to the exercise of lawful regulatory authority. In the event, Utility fails to obtain or maintain all necessary authorizations and permits from regulatory agencies and governmental entities for the construction and operation of the Reclaimed Water Distribution System or Land Application Irrigation System required to fulfill the terms of this Agreement, this Agreement shall be null and void.

**SECTION 14. NOTICE.** All notices required or authorized under this Agreement shall be in writing and shall be hand delivered, sent by the U.S. Postal Service, or delivered by other sufficient delivery service (i.e. Federal Express or United Parcel Service), to the parties at the following addresses:

If to Customer, such notice shall be delivered at:

David Haas, Chief Development Officer
Plantation Bay Utility Co.
2379 Belville
Daytona Beach, FL 32119
DHaas@icihomes.com

with a copy to:

Sundstrom, Friedman & Fumero, LLP
Attn: William E. Sundstrom, Esq.
2548 Blairstone Pines Drive
Tallahassee, FL 32301
850-877-6555
wsundstrom@sfflaw.com

If to Utility, such notice shall be delivered at:

City Manager
City of Bunnell
1769 E. Moody Blvd.
Bunnell, FL 32110
386-437-7500
amartinez@bunnellcity.us

with a copy to:

City Attorney
City of Bunnell
P.O. Box 819
Bunnell, FL 32110
386-437-1668
attorneynowell@gmail.com

with a copy to:

County Administrator
Flagler County
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110
386-313-4000
ccoffey@flaglercounty.org

with a copy to:

County Attorney
Flagler County
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110
386-313-4005
ahadeed@flaglercounty.org

Either of the parties may, by notice in writing given to the other party, designate any further or different addresses to which subsequent notices or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed or sent through other delivery service.

**SECTION 15. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties signing hereto, their successors and assigns, and no right nor cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a signatory hereto.

**SECTION 16. GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties constituting the Utility have certain limitations on liability for legislation, planning and operation functions. By entry into this Agreement, the parties constituting the Utility and the Utility itself reserve all defenses of sovereign immunity and limitation on liability as authorized by Florida State law including, but not limited to, Section 768.28, Florida Statutes, as it relates to this Agreement and any third parties who may assert any claim against the Utility, or the parties thereto, arising out of this Agreement.

**SECTION 17. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. To the extent provided for herein, this Agreement shall be binding upon the parties, their respective successors and assigns.

**SECTION 18. ENTIRE AGREEMENT.**

**18.1** This Agreement, as executed by both parties, supercedes all previous agreements or representations, either oral or written, heretofore in effect between Utility and Customer that may have concerned the matters covered herein, except as provided in that certain Agreement for Purchase and Sale of Water Assets By and Between Plantation Bay Utility Company and the City of Bunnell, Florida dated February 6, 2013.

**18.2** No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can the provisions of this Agreement be waived by either party unless such additions, alterations, or waivers are expressly set forth in writing in a document of import equal to this Agreement and duly executed by the parties hereto.

**SECTION 19. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 20. RECORDING.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the public records of Flagler County, Florida with all recording costs to be paid by Customer.

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Signature Page to Follow

**IN WITNESS WHEREOF,** the parties hereto have executed this Reclaimed Water Use Agreement on the day and year first written above.

ATTEST:

**PLANTATION BAY COUNTRY CLUB, LLC**

Secretary

DAVID HAAS
Chief Development Officer

(SEAL)

ATTEST:

**CITY OF BUNNELL, FLORIDA**

Clerk

CATHERINE ROBINSON
Mayor

(SEAL)

ATTEST:

**FLAGLER COUNTY, FLORIDA**

Gail Wadsworth
Clerk of the Court
(SEAL)

NATE MCLAUGHLIN
Chairman

# APPENDIX A

# PROPERTY DESCRIPTION

EXHIBIT A

Description – Prestwick Golf Course

Tract SC-1A and Tract SC-2A, Plantation Bay Section 1D-V, Unit 1, as recorded in Map Book 46, Pages 185 – 191, Public Records of Volusia County, Florida;

together with Tract SC-3A, Plantation Bay Section 1D-V, Unit 2, as recorded in Map Book 47, Pages 128 – 135, said public records;

together with Tract SC-4A, Plantation Bay Section 1D-V, Unit 3A, as recorded in Map Book 48, Pages 132 – 138, said public records;

together with a portion of Sections 14 and 23, Township 13 South, Range 31 East, lying in Volusia County, Florida and being more particularly described as follows:
Begin at the Northeast corner of Lot 67, said Plantation Bay Section 1D-V, Unit 2; thence run along the boundary of said Plantation Bay Section 1D-V, Unit 2 the following five courses: S53°00'00"W, 144.00 feet; thence N37°00'00"W, 69.10 feet; thence N53°00'00"E, 180.00 feet; thence N37°00'00"W, 75.55 feet to the beginning of a curve concave northeasterly having a radius of 490.24 feet and a central angle of 05°33'32"; thence northwesterly along the arc of said curve 47.56 feet; thence depart said boundary N58°33'11"E, 30.04 feet; thence N32°29'25"E, 540.13 feet; thence N49°48'05"W, 38.61 feet; thence N40°11'55"E, 750.00 feet; thence N59°37'36"E, 132.55 feet to the beginning of a curve concave northwesterly having a radius of 234.00 feet and a central angle of 09°56'04"; thence northeasterly along the arc of said curve, 40.57 feet; thence S59°36'43"E, 9.81 feet; thence S48°28'36"E, 37.78 feet; thence S30°46'09"E, 51.89 feet; thence S73°02'45"E, 30.25 feet; thence S83°49'47"E, 28.67 feet; thence N41°17'32"E, 28.82 feet; thence N20°30'43"E, 89.24 feet; thence N26°54'00"W, 49.08 feet; thence N22°00'46"W, 56.76 feet; thence N45°13'15"W, 53.11 feet; thence S72°01'12"W, 8.16 feet to the beginning of a non tangent curve concave southwesterly having a radius of 234.00 feet, a central angle of 75°26'08" and a chord bearing of N30°27'45"W; thence northwesterly along the arc of said curve, 308.08 feet; thence N21°49'11"E, 51.40 feet; thence N47°30'10"W, 109.03 feet; thence S65°50'26"W,83.19 feet; thence S77°56'37"W, 85.13 feet; thence S46°49'47"W, 92.13 feet; thence S47°0026"W, 104.91 feet; thence S10°32'13"E, 98.32 feet; thence S40°11'55"W, 250.00 feet; thence S89°44'12"W, 220.19 feet; thence S24°37'23"W, 461.66 feet; thence S09°08'55"E, 57.42 feet; thence S40°11'55"W, 34.75 feet; thence S43°20'13"W, 26.82 feet to the boundary of said Plantation Bay Section 1D-V, Unit 2; thence along the boundary of said Plantation Bay Section 1D-V, Unit 2 the following six courses: N03°16'54"W, 628.20 feet; thence N58°18'35"E, 475.73 feet to the beginning of a curve concave northwesterly having a radius of 805.00 feet and a central angle of 05°33'08"; thence northeasterly along the arc of said curve, 78.01 feet; thence N52°45'27"E, 57.32 feet; thence N56°41'19"E, 125.29 feet to the beginning of a non tangent curve concave northwesterly having a radius of 234.00 feet, a central angle of 73°16'33" and a chord bearing of N54°02'31"E; thence northeasterly along the arc of said curve, 299.26 feet; thence depart said boundary S72°37'01"E, 59.04 feet; S84°33'57"E, 69.40 feet; thence S81°43'49"E, 47.06 feet; thence S25°29'51"E, 16.67 feet; thence S48°09'42"E, 18.15 feet; thence S63°59'16"E, 44.96 feet; thence S70°07'11"E, 55.25 feet; thence N77°21'57"E, 62.04 feet; thence S57°09'30"E, 28.42 feet; thence S34°08'02"E, 32.23 feet; thence S08°08'36"E, 52.16 feet; thence N72°53'30"E, 5.96 feet; thence S11°31'18"E, 10.27 feet; thence S63°17'39"W, 7.38 feet; thence S00°22'48"E, 43.22 feet; thence S80°28'50"W, 20.18 feet; thence S04°12'54"W, 68.76 feet; thence S10°17'44"E, 114.39 feet; thence S14°30'03"E, 132.96 feet; thence S25°45'17"E, 64.60

feet; thence S39°34'06"E, 25.10 feet; thence S44°16'06"E, 44.37 feet; thence S50°59'00"E, 82.74 feet; thence S15°22'43"E, 22.65 feet; thence S09°31'39"W, 31.29 feet; thence S28°06'37"W, 37.07 feet; thence S68°26'54"W, 104.03 feet; thence S65°21'31"W, 42.91 feet; thence S58°19'00"W, 4.97 feet; thence N31°47'32"W, 78.99 feet; thence S40°11'55"W, 562.44 feet; thence S20°57'31"E, 85.76 feet; thence S40°11'55"W, 893.70 feet to the beginning of a curve concave northwesterly having a radius of 195.00 feet and a central angle of 12°48'05"; thence southwesterly along the arc of said curve, 43.57 feet; thence S53°00'00"W, 66.20 feet to the point of beginning, containing 18.66 acres, more or less;

together with a portion of Section 14, Township 13 South, Range 31 East, lying in Volusia County, Florida and being more particularly described as follows:
Begin at the Southeast corner of Lot 41, said Plantation Bay Section 1D-V, Unit 1; thence run along the boundary of said Plantation Bay Section 1D-V, Unit 1 the following three courses: N27°00'00"W, 746.26 feet to the beginning of a curve concave northeasterly having a radius of 540.00 feet and a central angle of 24°24'19"; thence northwesterly along the arc of said curve, 230.02 feet; thence N02°35'41"W, 325.71 feet to the north line of said Section 14; thence depart said boundary N87°24'19"E, 330.83 feet; thence depart said north line S40°11'55"W, 31.35 feet; thence N88°06'58"E, 147.61 feet to the beginning of a curve concave southerly having a radius of 325.00 feet and a central angle of 18°01'47"; thence easterly along the arc of said curve, 102.27 feet; thence S73°51'18"E, 409.73 feet; thence S76°02'47"E, 649.04 feet to the westerly right of way line of Interstate No.95 (State Road 9) a 300 foot right of way; thence along said right of way line S20°43'11"E, 19.28 feet; thence depart said right of way line N87°01'10"W, 70.28 feet; thence S24°29'37"W, 69.35 feet; thence S11°59'32"W, 47.47 feet; thence S05°25'11"W, 35.49 feet; S14°47'30"E, 31.44 feet; thence S18°06'41"W, 78.77 feet; S08°43'27"W, 34.42 feet; thence S00°45'53"E, 26.89 feet; thence S10°23'01"E, 14.34 feet; thence S19°38'00W, 27.05 feet; thence S32°23'42"W, 34.80 feet; thence S82°26'10"W, 62.79 feet; thence S16°59'21"W, 58.73 feet; thence S54°32'52"E, 30.77 feet; thence S35°49'52"E, 21.48 feet; thence S45°38'03"E, 41.86 feet; thence S53°58'23"E, 123.76 feet; thence S64°41'18"E, 56.12 feet; thence S78°22'35"E, 77.60 feet; thence N84°30'20"E, 44.45 feet; thence N57°47'44"E, 39.83 feet; thence N32°28'07"E, 18.43 feet; thence S21°15'43"E, 85.58 feet; thence S35°26'38"E, 58.32 feet; thence S23°22'16"E, 156.69 feet; thence S22°54'28"E, 117.63 feet; S18°55'51"E, 353.62 feet; S24°33'27"E, 185.01 feet to the northerly boundary line of said Plantation Bay Section 1D-V, Unit 2; thence along the boundary of said Plantation Bay Section 1D-V, Unit 2, S69°16'49"W, 289.73 feet; thence continue along said northerly boundary line N86°36'19"W, 136.11 feet to the beginning of a non tangent curve concave westerly having a radius of 955.00 feet, a central angle of 03°32'05" and a chord bearing of N03°03'11"W; thence depart said northerly boundary line, northerly along the arc of said curve, 58.92 feet; thence N75°22'11"E, 79.54 feet; thence N18°31'58"W, 688.57 feet; thence N53°42'25"W, 126.44 feet; thence N20°43'11"W, 375.00 feet; thence N69°16'49"E, 29.00 feet; N20°43'11"W, 125.00 feet; thence S69°16'49"W, 170.66 feet; thence S21°02'40"W, 41.10 feet to the beginning of a non tangent curve concave southerly having a radius of 54.00 feet, a central angle of 83°28'41" and a chord bearing of S69°18'19"W; thence westerly along the arc of said curve, 78.68 feet; thence N62°26'02"W, 41.11 feet; thence S69°16'49"W, 164.39 feet; thence S20°43'11"E, 125.00 feet; thence S31°00'19"E, 127.04 feet; thence S20°43'11"E, 192.44 feet; thence S38°17'32"W, 27.30 feet; thence S30°03'26"W, 24.15 feet; thence S60°56'59"W, 61.02 feet; thence N88°49'42"W, 9.36 feet; thence N67°45'56"W, 18.16 feet; thence N77°28'17"W, 18.83 feet; thence S85°29'32"W, 20.68 feet; thence

S69°50'00"W, 25.85 feet; thence S54°08'29"W, 53.32 feet; thence S56°38'28"W, 55.97 feet; thence S47°00'20"W, 41.17 feet; thence S45°52'16"W, 38.15 feet; thence S25°34'32"W, 37.66 feet; thence S19°45'22"W, 26.93 feet; thence S14°57'18"W, 49.75 feet; thence S14°29'52"W, 20.82 feet; thence S01°31'23"E, 20.23 feet; thence S18°02'33"E, 27.21 feet; thence S25°51'29"E, 18.34 feet; thence S16°48'47"E, 22.38 feet; thence S10°53'30"E, 43.12 feet; thence S15°06'49"E, 25.52 feet; thence S25°25'57"E, 16.39 feet; thence S38°45'18"E, 14.50 feet; thence S05°34'53"E, 29.58 feet; thence S07°18'33"W, 26.12 feet to the beginning of a non tangent curve concave southeasterly having a radius of 505.00 feet, a central angle of 09°34'38" and a chord bearing of S49°58'01"W; thence southwesterly along the arc of said curve 84.41 feet; thence N10°15'43"W, 165.63 feet; thence N22°11'13"W, 398.83 feet; thence N88°24'03"W, 74.83 feet to the point of beginning, containing 36.54 acres, more or less;

less and except a portion of Section 14, Township 13 South, Range 31 East, Volusia County, Florida, being more particularly described as follows: Commence at the Northwest corner of Section 14, Township 13 South, Range 31 East; thence, N87°24'19"E, along the North line of said Section 14, 867.03 feet; thence S02°35'41"E, 54.66 feet, to the Point of Beginning; thence N88°16'43"E, 80.63 feet; thence N87°58'19"E, 67.94 feet; thence N88°51'29"E, 100.26 feet; thence N89°26'08"E, 133.00 feet; thence S84°02'47"E, 34.18 feet; thence S77°43'02"E, 39.85 feet; thence S76°42'09"E, 44.11 feet; thence S66°41'09"E, 62.00 feet; thence S43°35'13"E, 37.51 feet; thence S79°16'47"W, 26.37 feet; thence N82°34'43"W, 91.72 feet; thence N72°56'40"W, 55.84 feet; thence S86°39'52"W, 78.49 feet; thence N77°48'54"W, 62.04 feet; thence N85°51'11"W, 32.57 feet; thence S74°22'05"W, 68.35 feet; thence S67°26'36"W, 76.08 feet; thence S47°49'56"W, 86.48 feet; thence S78°09'20"W, 19.09 feet; thence N49°42'58"W, 35.44 feet; thence N03°29'48"E, 118.42 feet to the Point of Beginning, containing 0.83 acres, more or less;

and less and except a portion of Section 14, Township 13 South, Range 31 East, Volusia County, Florida, being more particularly described as follows: Commence at the Northwest corner of Section 14, Township 13 South, Range 31 East ; thence S76°09'02"E, 1,179.02 feet to the Point of Beginning; thence N13°15'29"E, 12.59 feet; thence N18°49'39"E, 12.44 feet; thence N50°50'18"E, 15.19 feet; thence N62°53'20"E, 17.32 feet; thence S74°57'14"E, 8.17 feet; thence N66°48'40"E, 20.81 feet; thence N82°20'57"E, 21.36 feet; thence S69°02'11"E, 64.49 feet; thence S79°40'37"E, 27.63 feet; thence N70°54'31"E, 31.80 feet; thence N61°26'22"E, 40.87 feet; thence N54°52'44"E, 58.59 feet; thence N43°04'02"E, 14.74 feet; thence N76°30'06"E, 30.19 feet; thence N62°12'19"E, 41.40 feet; thence N08°54'28"E, 29.82 feet; thence N13°47'43"E, 53.94 feet; thence S68°17'08"E, 44.69 feet; thence S71°52'51"E, 35.43 feet; thence S64°46'27"E, 44.43 feet; thence S80°50'50"E, 38.52 feet; thence S74°33'14"E, 41.97 feet; thence S82°39'52"E, 117.85 feet; thence S78°26'07"E, 39.98 feet; thence S77°10'13"E, 108.77 feet; thence S75°00'07"E, 30.85 feet; thence S27°39'34"E, 46.44 feet; thence S23°44'32"E, 48.20 feet; thence S18°14'05"W, 31.32 feet; thence S18°35'04"E, 92.18 feet; thence S12°45'01"W, 53.14 feet; thence S17°02'55"E, 52.38 feet; thence S19°19'56"W, 20.09 feet; thence S75°49'34"W, 83.34 feet; thence S64°54'03"W, 93.68 feet; thence S85°05'31"W, 76.79 feet; thence N87°48'31"W, 62.47 feet; thence N84°16'56"W, 88.34 feet; thence N73°05'57"W, 69.95 feet; thence N74°53'58"W, 58.98 feet; thence N86°28'28"W, 40.97 feet; thence S59°52'21"W, 39.54 feet; thence S33°06'52"W, 17.00 feet; thence N80°18'36"W, 9.74 feet; thence N85°16'54"W, 32.43 feet; thence N60°54'44"W, 47.37 feet; thence N74°19'34"W, 29.59 feet; thence N44°17'48"W, 36.25 feet; thence N42°41'26"W, 37.60

feet; thence N31°15'46"W, 45.01 feet; thence N39°38'19"W, 30.62 feet; thence N84°16'54"W, 35.27 feet; thence N69°21'46"W, 26.06 feet; thence N53°25'03"W, 15.53 feet; thence N21°31'47"W, 15.85 feet; thence N12°33'31"W, 25.24 feet; thence N17°30'47"W, 28.38 feet; thence N34°17'54"W, 27.32 feet; thence N22°03'40"W, 15.81 feet; thence N04°53'27"W, 12.06 feet to the Point of Beginning, containing 7.32 acres, more or less.

# EXHIBIT "A"

(PARCEL A)

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE BOUNDARY OF PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT-OF-WAY AND THE RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 1300.37 FEET TO THE NORTHWEST CORNER OF SAID SECTION 11; THENCE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 794.39 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, AND THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, RUN NORTH 87 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 161.65 FEET; THENCE SOUTH 20 DEGREES 49 MINUTES 59 SECONDS EAST A DISTANCE OF 260.76 FEET; THENCE NORTH 69 DEGREES 10 MINUTES 01 SECONDS EAST A DISTANCE OF 316.55 FEET; THENCE SOUTH 20 DEGREES 49

Continued on next page

CONTINUATION OF EXHIBIT "A"

MINUTES 59 SECONDS EAST A DISTANCE OF 188.00 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 01 SECONDS WEST A DISTANCE OF 387.66 FEET; THENCE SOUTH 27 DEGREES 26 MINUTES 54 SECONDS WEST A DISTANCE OF 118.85 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 06 SECONDS EAST A DISTANCE OF 161.83 FEET; THENCE SOUTH 27 DEGREES 26 MINUTES 54 SECONDS WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 53 DEGREES 18 MINUTES 00 SECONDS EAST A DISTANCE OF 217.70 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 27 SECONDS EAST A DISTANCE OF 134.29 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 06 SECONDS EAST A DISTANCE OF 600.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (SR-9) A 300 FOOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN SOUTH 20 DEGREES 43 MINUTES 11 SECONDS EAST A DISTANCE OF 1347.39 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 43 DEGREES 55 MINUTES 06 SECONDS WEST A DISTANCE OF 380.79 FEET; THENCE NORTH 35 DEGREES 16 MINUTES 29 SECONDS WEST A DISTANCE OF 144.64 FEET; THENCE NORTH 58 DEGREES 56 MINUTES 03 SECONDS WEST A DISTANCE OF 152.79 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 07 SECONDS WEST A DISTANCE OF 188.62 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 33 SECONDS EAST A DISTANCE OF 140.00 FEET; THENCE NORTH 83 DEGREES 36 MINUTES 50 SECONDS EAST A DISTANCE OF 98.82 FEET; THENCE SOUTH 46 DEGREES 32 MINUTES 27 SECONDS EAST A DISTANCE OF 172.19 FEET; THENCE SOUTH 37 DEGREES 34 MINUTES 41 SECONDS EAST A DISTANCE OF 344.82 FEET; THENCE SOUTH 16 DEGREES 32 MINUTES 05 SECONDS EAST A DISTANCE OF 205.55 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 35 SECONDS EAST A DISTANCE OF 90.14 FEET; THENCE SOUTH 20 DEGREES 43 MINUTES 11 SECONDS EAST A DISTANCE OF 70.00 FEET; THENCE SOUTH 03 DEGREES 37 MINUTES 45 SECONDS WEST A DISTANCE OF 166.03 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES 21 SECONDS WEST A DISTANCE OF 77.62 FEET; THENCE SOUTH 75 DEGREES 01 MINUTES 26 SECONDS WEST A DISTANCE OF 151.21 FEET; THENCE SOUTH 49 DEGREES 10 MINUTES 46 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 40 DEGREES 49 MINUTES 14 SECONDS WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 03 SECONDS WEST A DISTANCE OF 94.51 FEET; THENCE SOUTH 60 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.72 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 212.03 FEET, CENTRAL ANGLE OF 57 DEGREES 44 MINUTES 38 SECONDS, AND A CHORD BEARING OF NORTH 27 DEGREES 55 MINUTES 08 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 213.69 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 570.75 FEET; THENCE NORTH 18 DEGREES 28 MINUTES 31 SECONDS WEST A DISTANCE OF 677.40

Continued on next page

CONTINUATION OF EXHIBIT "A"

FEET; THENCE NORTH 41 DEGREES 54 MINUTES 33 SECONDS WEST A DISTANCE OF 348.99 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 52 SECONDS WEST A DISTANCE OF 300.00 FEET; THENCE NORTH 58 DEGREES 08 MINUTES 08 SECONDS EAST A DISTANCE OF 123.97 FEET; THENCE SOUTH 48 DEGREES 30 MINUTES 22 SECONDS EAST A DISTANCE OF 139.81 FEET; THENCE NORTH 56 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 110.00 FEET; THENCE NORTH 33 DEGREES 55 MINUTES 27 SECONDS WEST A DISTANCE OF 350.15 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 32 SECONDS WEST A DISTANCE OF 339.02 FEET; THENCE NORTH 53 DEGREES 49 MINUTES 38 SECONDS WEST A DISTANCE OF 645.08 FEET; THENCE SOUTH 47 DEGREES 26 MINUTES 12 SECONDS WEST A DISTANCE OF 66.38 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 430.00 FEET, CENTRAL ANGLE OF 23 DEGREES 15 MINUTES 11 SECONDS, AND A CHORD BEARING OF NORTH 20 DEGREES 34 MINUTES 33.5 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 174.51 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 336.44 FEET, CENTRAL ANGLE OF 35 DEGREES 53 MINUTES 20 SECONDS, AND A CHORD BEARING OF NORTH 50 DEGREES 08 MINUTES 49 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.74 FEET; THENCE NORTH 68 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 46.26 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 479.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

(PARCEL B)

FROM THE NORTHWEST CORNER OF SAID SECTION 11, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 4014.79 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, RUN NORTH 82 DEGREES 39 MINUTES 48 SECONDS EAST A DISTANCE OF 88.11 FEET; THENCE NORTH 03 DEGREES 20 MINUTES 51 SECONDS EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 42 SECONDS EAST A DISTANCE OF 537.03 FEET; THENCE SOUTH 46 DEGREES 03 MINUTES 25 SECONDS WEST A DISTANCE OF 285.33 FEET; THENCE SOUTH 10 DEGREES 47 MINUTES 56 SECONDS EAST A DISTANCE OF 144.12 FEET; THENCE SOUTH 26 DEGREES 31 MINUTES 09 SECONDS WEST A DISTANCE OF 54.50 FEET; THENCE SOUTH 82 DEGREES 10 MINUTES 41 SECONDS WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 70 DEGREES 59 MINUTES 54 SECONDS WEST

Continued on next page

CONTINUATION OF EXHIBIT "A"

A DISTANCE OF 132.97 FEET; THENCE SOUTH 78 DEGREES 08 MINUTES 33 SECONDS WEST A DISTANCE OF 142.09 FEET; THENCE SOUTH 03 DEGREES 02 MINUTES 44 SECONDS WEST A DISTANCE OF 50.91 FEET; THENCE SOUTH 09 DEGREES 47 MINUTES 29 SECONDS EAST A DISTANCE OF 70.04 FEET; THENCE NORTH 86 DEGREES 32 MINUTES 32 SECONDS EAST A DISTANCE OF 328.55 FEET; THENCE NORTH 43 DEGREES 31 MINUTES 06 SECONDS EAST A DISTANCE OF 96.05 FEET; THENCE NORTH 64 DEGREES 31 MINUTES 41 SECONDS EAST A DISTANCE OF 115.43 FEET; THENCE NORTH 82 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 48 SECONDS EAST A DISTANCE OF 102.99 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 152.03 FEET, CENTRAL ANGLE OF 135 DEGREES 44 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 08 DEGREES 03 MINUTES 56 SECONDS WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 360.20 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 21 SECONDS WEST A DISTANCE OF 100.00 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1385.64 FEET, CENTRAL ANGLE OF 26 DEGREES 01 MINUTES 24 SECONDS, AND A CHORD BEARING OF SOUTH 62 DEGREES 55 MINUTES 39 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 629.35 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 55 SECONDS EAST A DISTANCE OF 136.23 FEET; THENCE NORTH 68 DEGREES 27 MINUTES 37 SECONDS WEST A DISTANCE OF 261.80 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID LINE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 537.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

(PARCEL C)

FROM THE NORTHWEST CORNER OF SAID SECTION 11, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 1731.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST A DISTANCE OF 191.67 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 18 SECONDS WEST A DISTANCE OF 914.85 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1280.00 FEET, CENTRAL ANGLE OF 10 DEGREES 19 MINUTES 52 SECONDS, AND A CHORD BEARING OF SOUTH 04 DEGREES 46 MINUTES 39 SECONDS EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.80 FEET; THENCE SOUTH 07 DEGREES 11 MINUTES 48

Continued on next page

CONTINUATION OF EXHIBIT "A"

SECONDS EAST A DISTANCE OF 454.89 FEET; THENCE SOUTH 41 DEGREES 43 MINUTES WEST A DISTANCE OF 297.30 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE ALONG SAID LINE, RUN NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 1820.14 FEET TO THE POINT OF BEGINNING.

(PARCEL D)

A PORTION OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF PLANTATION BAY, SECTION IB-V, UNIT I, AS PER MAP BOOK 42, PAGE 72-74 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING SITUATED ON THE WESTERLY LINE OF AFORESAID SECTION 11, BEING SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 1274.04 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION; THENCE RUN ALONG SAID SECTION LINE AND ALONG THE EASTERLY PROPERTY LINE OF PLANTATION BAY 1B-F, UNIT I, AS RECORDED IN MAP BOOK 27, PAGES 62-66 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, NORTH 02 DEGREES 00 MINUTES 30 SECONDS WEST, A DISTANCE OF 479.65 FEET; THENCE DEPARTING SAID SECTION LINE ON A PERPENDICULAR LINE RUN NORTH 87 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 161.65 FEET TO THE POINT OF BEGINNING, THENCE NORTH 71 DEGREES 53 MINUTES 30 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 21 DEGREES 17 MINUTES 03 SECONDS EAST, A DISTANCE OF 50.24 FEET; THENCE NORTH 71 DEGREES 30 MINUTES 09 SECONDS EAST, A DISTANCE OF 65.77 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 53 SECONDS EAST, A DISTANCE OF 114.19 FEET; THENCE NORTH 69 DEGREES 23 MINUTES 14 SECONDS EAST, A DISTANCE OF 65.52 FEET; THENCE NORTH 61 DEGREES 51 MINUTES 23 SECONDS EAST, A DISTANCE OF 53.76 FEET; THENCE NORTH 72 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 124.39 FEET; THENCE NORTH 69 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 93.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF I-95 (STATE ROAD NO. 9) (A 300 FOOT RIGHT OF WAY;) THENCE ALONG SAID RIGHT OF WAY LINE RUN SOUTH 20 DEGREES 43 MINUTES 11 SECONDS EAST, A DISTANCE OF 1357.90 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN NORTH 62 DEGREES 33 MINUTES 06 SECONDS WEST, A DISTANCE OF 600.00 FEET; THENCE NORTH 50 DEGREES 29 MINUTES 08 SECONDS EAST, A DISTANCE OF 195.60 FEET; THENCE NORTH 39 DEGREES 57 MINUTES 07 SECONDS WEST, A DISTANCE OF 91.08

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CONTINUATION OF EXHIBIT "A"

FEET; THENCE SOUTH 59 DEGREES 44 MINUTES 39 SECONDS WEST, A DISTANCE OF 106.47 FEET; THENCE NORTH 87 DEGREES 20 MINUTES 52 SECONDS WEST, A DISTANCE OF 298.05 FEET; THENCE NORTH 62 DEGREES 33 MINUTES 06 SECONDS WEST, A DISTANCE OF 161.83 FEET; THENCE NORTH 27 DEGREES 26 MINUTES 54 SECONDS EAST, A DISTANCE OF 118.85 FEET; THENCE NORTH 69 DEGREES 10 MINUTES 01 SECONDS EAST, A DISTANCE OF 387.66 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 59 SECONDS WEST, A DISTANCE OF 188.00 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 01 SECONDS WEST, A DISTANCE OF 316.55 FEET; THENCE NORTH 20 DEGREES 49 MINUTES 59 SECONDS WEST, A DISTANCE OF 260.76 FEET TO THE POINT OF BEGINNING.

(PARCEL E)

A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AS THE POINT OF BEGINNING. RUN SOUTH 2 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 794.39 FEET; THENCE DEPARTING SAID LINE. RUN NORTH 87 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 161.65 FEET; THENCE NORTH 71 DEGREES 53 MINUTES 30 SECONDS EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 21 DEGREES 17 MINUTES 03 SECONDS EAST A DISTANCE OF 50.24 FEET; THENCE NORTH 71 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 65.77 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 53 SECONDS EAST A DISTANCE OF 114.19 FEET; THENCE NORTH 69 DEGREES 23 MINUTES 14 SECONDS EAST A DISTANCE OF 65.52 FEET; THENCE NORTH 61 DEGREES 51 MINUTES 23 SECONDS EAST A DISTANCE OF 53.76 FEET; THENCE NORTH 72 DEGREES 04 MINUTES 29 SECONDS EAST A DISTANCE OF 124.39 FEET; THENCE NORTH 69 DEGREES 16 MINUTES 49 SECONDS EAST A DISTANCE OF 93.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9); THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN NORTH 20 DEGREES 43 MINUTES 11 SECONDS WEST A DISTANCE OF 905.06 FEET; THENCE RUN NORTH 21 DEGREES 51 MINUTES 57 SECONDS WEST A DISTANCE OF 799.10 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 24 DEGREES 46 MINUTES 08 SECONDS; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.38 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 05 SECONDS WEST A DISTANCE OF 99.59 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 5 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 2 A DISTANCE OF

Continued on next page

CONTINUATION OF EXHIBIT "A"

1300.37 FEET TO THE POINT OF BEGINNING.

PARCEL F:

PLANTATION BAY PHASE I-B (FLAGLER COUNTY FAIRWAYS)

A PORTION OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST, RUN NORTH 01 DEGREES 46 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 2273.91 FEET TO THE SOUTH RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT RIGHT OF WAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1331.54 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 01 DEGREES 48 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 1287.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF LOT 10, SAID BLOCK C, A DISTANCE OF 110.00 FEET TO THE BOUNDARY OF PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY CONTINUE NORTH 89 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 556.09 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF LOT 1, SAID BLOCK C A DISTANCE OF 660.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK C, AND THE NORTH LINE OF LOT 6, BLOCK D, A DISTANCE OF 1327.75 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID BLOCK D, A DISTANCE OF 627.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID OLD DIXIE HIGHWAY; THENCE NORTH 89 DEGREES 28 MINUTES 05 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 11.68 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT OF WAY AND THE RIGHT OF WAY OF INTERSTATE 95 (STATE ROAD 9) SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST, A DISTANCE OF 133.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 19 SECONDS EAST, A DISTANCE OF 836.58 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 52 MINUTES 36 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 459.48 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 957.78 FEET; THENCE DEPARTING SAID

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CONTINUATION OF EXHIBIT "A"

RIGHT OF WAY LINE, RUN SOUTH 05 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1300.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 10; THENCE ALONG THE EAST LINE OF SAID SECTION 10 AND DEPARTING THE BOUNDARY OF SAID PLANTATION BAY, PHASE I-A, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 1771.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 1730.14 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 84 DEGREES 36 MINUTES 29 SECONDS WEST, A DISTANCE OF 96.15 FEET; THENCE NORTH 48 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 602.91 FEET; THENCE NORTH 14 DEGREES 07 MINUTES 55 SECONDS EAST, A DISTANCE OF 512.41 FEET; THENCE NORTH 68 DEGREES 20 MINUTES 53 SECONDS EAST, A DISTANCE OF 196.36 FEET; THENCE NORTH 26 DEGREES 16 MINUTES 01 SECONDS EAST, A DISTANCE OF 117.25 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 72 DEGREES 26 MINUTES 14 SECONDS WEST, A DISTANCE OF 89.57 FEET; THENCE NORTH 14 DEGREES 07 MINUTES 55 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 500.40 FEET; THENCE SOUTH 06 DEGREES 17 MINUTES 23 SECONDS EAST, A DISTANCE OF 13.74 FEET; THENCE NORTH 78 DEGREES 27 MINUTES 44 SECONDS WEST, A DISTANCE OF 94.88 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 149.34 FEET, CENTRAL ANGLE OF 27 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD BEARING OF NORTH 64 DEGREES 34 MINUTES 55 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.36 FEET TO THE P.C.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING OF NORTH 05 DEGREES 42 MINUTES 05 SECONDS WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 765.00 FEET, CENTRAL ANGLE OF 16 DEGREES 32 MINUTES 05 SECONDS, AND A CHORD BEARING OF NORTH 47 DEGREES 33 MINUTES 58 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 220.77 FEET; THENCE SOUTH 34 DEGREES 09 MINUTES 59 SECONDS EAST, A DISTANCE OF 44.90 FEET; THENCE NORTH 83 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 35 DEGREES 01 MINUTES 33 SECONDS EAST, A DISTANCE OF 166.43 FEET; THENCE NORTH 51 DEGREES 40 MINUTES 48 SECONDS EAST, A DISTANCE OF 197.98 FEET; THENCE SOUTH 18 DEGREES 06 MINUTES 15 SECONDS WEST, A DISTANCE OF 175.68 FEET; THENCE SOUTH 30 DEGREES 47 MINUTES 42 SECONDS

Continued on next page

CONTINUATION OF EXHIBIT "A"

EAST, A DISTANCE OF 48.57 FEET; THENCE SOUTH 25 DEGREES 36 MINUTES 53 SECONDS EAST, A DISTANCE OF 122.72 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 39 SECONDS EAST, A DISTANCE OF 99.70 FEET; THENCE NORTH 15 DEGREES 45 MINUTES 22 SECONDS EAST, A DISTANCE OF 51.83 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 20 SECONDS EAST, A DISTANCE OF 374.49 FEET; THENCE NORTH 13 DEGREES 15 MINUTES 15 SECONDS EAST, A DISTANCE OF 75.98 FEET; THENCE NORTH 44 DEGREES 55 MINUTES 15 SECONDS EAST, A DISTANCE OF 88.90 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

FROM THE NORTHEAST CORNER OF SAID SECTION 10, RUN SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 4014.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 00 MINUTES 30 SECONDS EAST ALONG SAID LINE A DISTANCE OF 537.67 FEET; THENCE DEPARTING SAID LINE RUN SOUTH 51 DEGREES 31 MINUTES 34 SECONDS WEST, A DISTANCE OF 118.13 FEET; THENCE SOUTH 21 DEGREES 39 MINUTES 12 SECONDS EAST, A DISTANCE OF 65.85 FEET; THENCE NORTH 78 DEGREES 17 MINUTES 49 SECONDS WEST, A DISTANCE OF 210.67 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 11 SECONDS WEST, A DISTANCE OF 345.00 FEET; THENCE NORTH 53 DEGREES 03 MINUTES 41 SECONDS WEST, A DISTANCE OF 715.98 FEET; THENCE NORTH 18 DEGREES 23 MINUTES 09 SECONDS WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 27 SECONDS WEST, A DISTANCE OF 321.49 FEET TO THE EASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT, 236 FEET WIDE, AS DESCRIBED IN DEED BOOK 446, PAGE 128 AND OFFICIAL RECORDS BOOK 34, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID LINE, RUN NORTH 01 DEGREES 56 MINUTES 33 SECONDS WEST, A DISTANCE OF 1039.91 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 81 DEGREES 12 MINUTES 52 SECONDS EAST, A DISTANCE OF 42.77 FEET TO THE P.C. OF A CURVE; CONCAVE NORTHWEST, HAVING A RADIUS OF 327.15 FEET, CENTRAL ANGLE OF 49 DEGREES 08 MINUTES 08 SECONDS, AND A CHORD BEARING OF NORTH 56 DEGREES 38 MINUTES 48 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 280.55 FEET TO THE P.R.C. OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1291.46 FEET, CENTRAL ANGLE OF 7 DEGREES 13 MINUTES 11 SECONDS, AND A CHORD BEARING OF NORTH 35 DEGREES 41 MINUTES 19 SECONDS EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 162.74 FEET TO THE P.C.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE

Continued on next page

OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING OF NORTH 84 DEGREES 17 MINUTES 55 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE P.R.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 199.34 FEET, CENTRAL ANGLE OF 27 DEGREES 45 MINUTES 39 SECONDS, AND A CHORD BEARING OF SOUTH 64 DEGREES 34 MINUTES 55 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 96.58 FEET; THENCE SOUTH 78 DEGREES 27 MINUTES 44 SECONDS EAST, A DISTANCE OF 110.96 FEET; THENCE SOUTH 06 DEGREES 17 MINUTES 23 SECONDS EAST, A DISTANCE OF 118.85 FEET; THENCE SOUTH 42 DEGREES 31 MINUTES 19 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 47 DEGREES 28 MINUTES 41 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 50 DEGREES 14 MINUTES 40 SECONDS WEST, A DISTANCE OF 186.05 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 45 SECONDS EAST, A DISTANCE OF 167.11 FEET; THENCE SOUTH 14 DEGREES 56 MINUTES 57 SECONDS WEST, A DISTANCE OF 140.43 FEET; THENCE SOUTH 12 DEGREES 17 MINUTES 23 SECONDS EAST, A DISTANCE OF 81.64 FEET; THENCE SOUTH 17 DEGREES 02 MINUTES 46 SECONDS WEST, A DISTANCE OF 625.03 FEET; THENCE NORTH 71 DEGREES 36 MINUTES 51 SECONDS EAST, A DISTANCE OF 485.48 FEET; THENCE SOUTH 18 DEGREES 23 MINUTES 09 SECONDS EAST, A DISTANCE OF 311.00 FEET; THENCE SOUTH 64 DEGREES 47 MINUTES 09 SECONDS EAST, A DISTANCE OF 512.31 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 42 SECONDS EAST, A DISTANCE OF 184.11 FEET; THENCE SOUTH 09 DEGREES 34 MINUTES 15 SECONDS EAST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 72 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 96.98 FEET TO THE POINT OF BEGINNING.

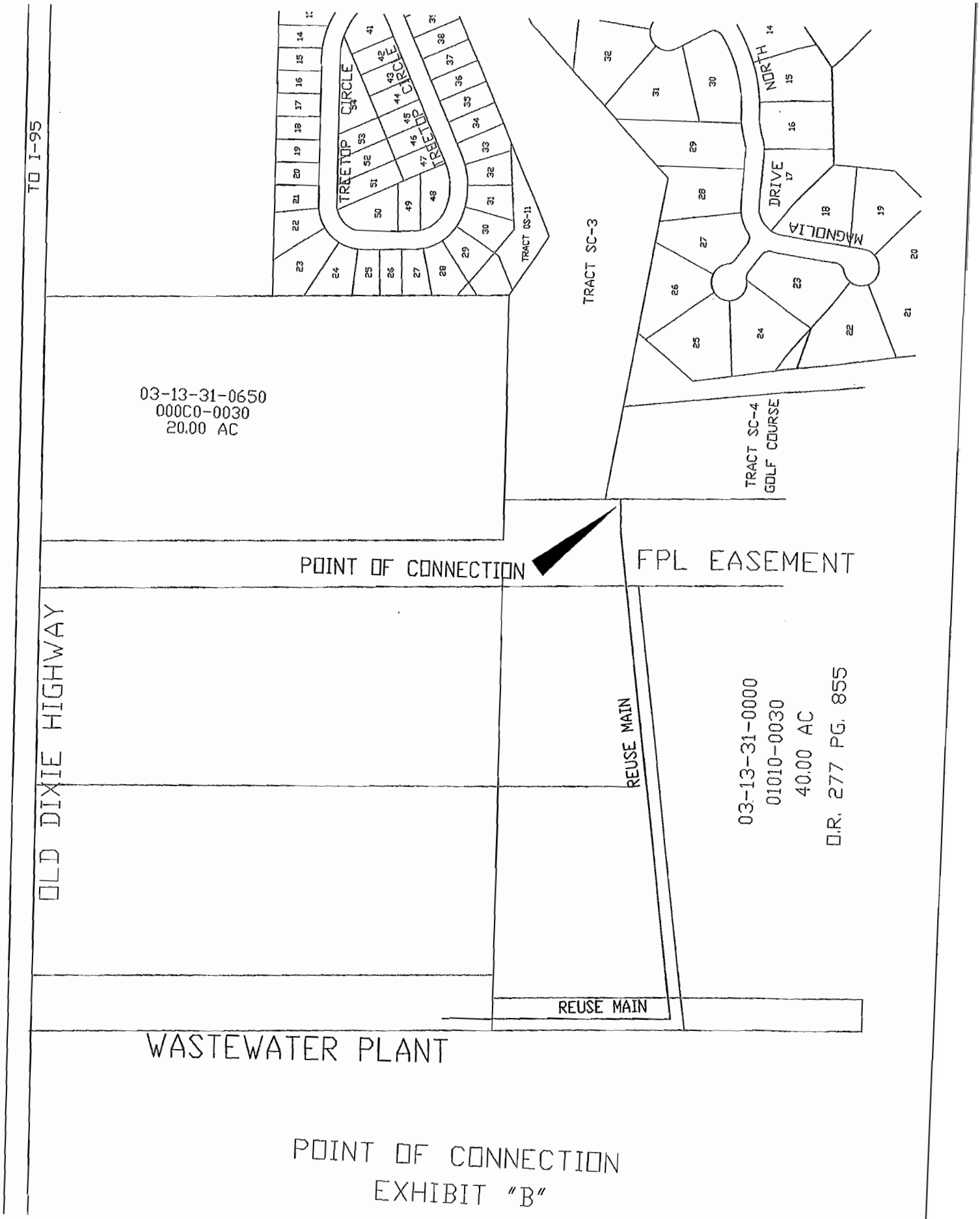
PARCEL G:

TRACTS SC-1, SC-2, SC-3, SC-4, SC-5, SC-6, SC-7, SC-8, SC-9, SC-10, SC-11, SC-12 AND SC-13, PLANTATION BAY, PHASE I-A, AS RECORDED IN PLAT BOOK 27, PAGES 40-48, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LESS AND EXCEPT THAT PROPERTY CONTAINED IN OFFICIAL RECORDS BOOK 318, PAGE 1004; OFFICIAL RECORDS VOLUME 515, PAGE 1917, AND OFFICIAL RECORDS BOOK 561, PAGE 358, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

# APPENDIX B

# POINT OF CONNECTION




POINT OF CONNECTION
EXHIBIT "B"