

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@sflaw.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

Judi Stetson
Print Name: Judi Stetson

By: Catherine Robinson
Title: Catherine Robinson, Mayor

Anita Stoker
Print Name: ANITA STOKER

WL Residential Land, LLC

Print Name: _____

By: _____
Title: _____

Print Name: _____

Interest at Plantation Bay, LLC,

Print Name: _____

By: _____
Title: _____

Print Name: _____

Flagler County, Florida

Print Name: _____

By: _____
Title: _____

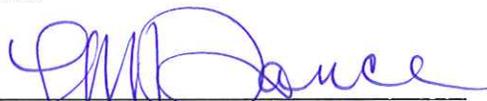
Print Name: _____



STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 28th day of August, 2013, by Catherine Robinson, as Mayor 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: Luci M Dance
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: _____

Interinvest at Plantation Bay, LLC,

Print Name: _____

By: _____
Title: _____

Print Name: _____

Flagler County, Florida


Print Name: LISA BATES


By: _____
Title: Chairman


Print Name: Rhea Cosgrove



STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 28th day of August, 2013, by Catherine Robinson, as Mayor 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: Luci M Dance
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: _____

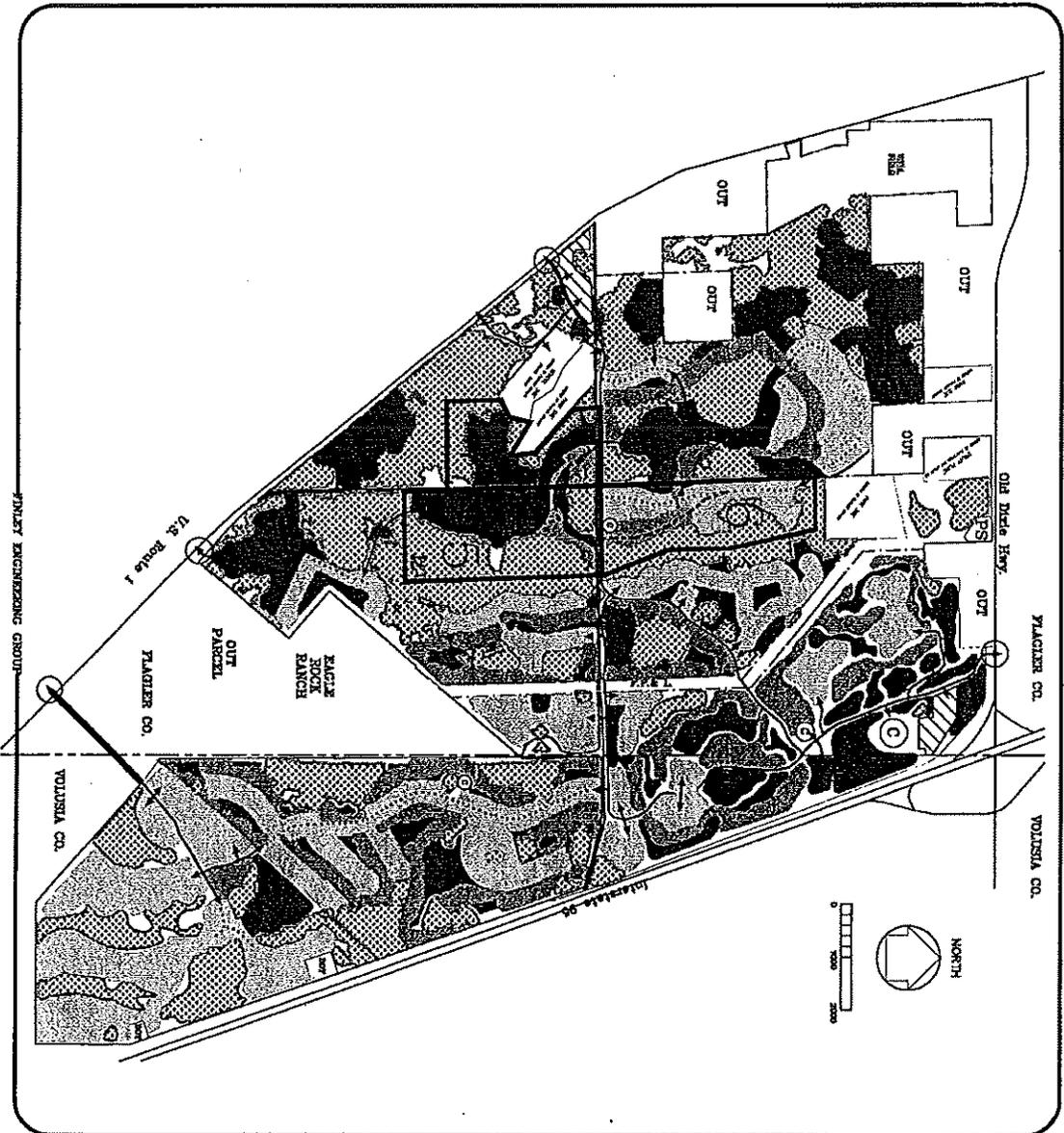
STATE OF FLORIDA
COUNTY OF FLAGLER

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 DUTIES 5/6/7 - 9-08-05

LEGEND:

- Plantation Bay Property Line
- Plagier/Volusia County Line
- Florida Power & Light Electrical Basement
- Single Family Residential (1-4du/ac)
- Low Density Residential (4-8du/ac)
- Medium Density Residential (8-8du/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

Signed, sealed and delivered in the presence of us:

WITNESSES:

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, its 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:

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

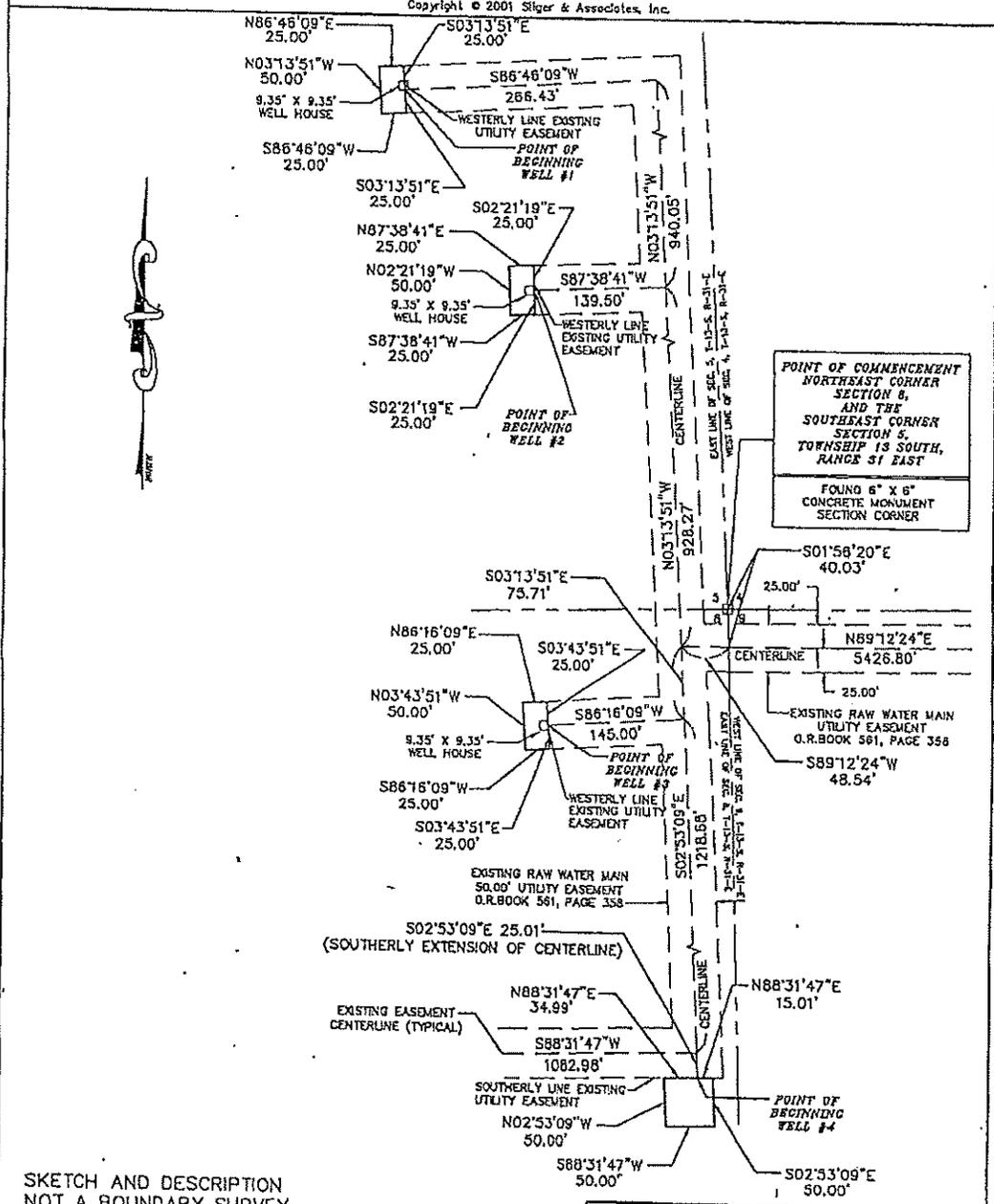
The foregoing instrument was sworn to and acknowledged before me this ____ day of _____ 2013, by _____, who is personally known to me or produced _____ as identification, on behalf of _____.

NOTARY PUBLIC
My Commission Expires:



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION # 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(385) 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		SHEET 1 OF 3	
A/C	AIR CONDITIONER	●	IRON ROD WITH CAP
R/W	RIGHT OF WAY	○	IRON PIPE
E	CENTERLINE	□	CONCRETE MONUMENT
Δ	CENTRAL ANGLE	■	PERMANENT REFERENCE MONUMENT
R	RADIUS	△	PERMANENT CONTROL POINT
L	ARC LENGTH	(R)	RADIAL LINE
CB	CHAINED BEARING	(NW)	NON-RADIAL LINE
FP&L	FLORIDA POWER & LIGHT COMPANY	○	EXISTING ELEVATION
NGVS	NATIONAL GEODETIC VERTICAL DATUM	○	PROPOSED ELEVATION
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY		

Exh "D"



SLIGER & ASSOCIATES, INC.

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BOOK : 4865
PAGE : 949

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 0.05 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

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

A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND A PORTION OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION 8 $S01^{\circ}56'19''E$, 840.59 FEET; THENCE $S31^{\circ}45'44''E$, 1330.01 FEET TO THE SOUTH LINE OF LOT 7, BLOCK B, SAID SECTION 9, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION; THENCE $S89^{\circ}12'14''W$ ALONG THE SOUTH LINE OF SAID LOT 7, AND ALONG THE SOUTH LINE OF LOT 12, BLOCK A, SAID SECTION 8, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 1396.16 FEET; THENCE $N07^{\circ}21'09''W$, 442.07 FEET; THENCE $S72^{\circ}34'37''W$, 267.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE $N17^{\circ}23'09''W$ ALONG SAID RIGHT OF WAY LINE, 311.39 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 12, BLOCK A; THENCE DEPART SAID RIGHT OF WAY LINE $N89^{\circ}14'31''E$ ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 12, BLOCK A, 310.90 FEET; THENCE $N17^{\circ}18'16''W$, 690.36 FEET; THENCE $N01^{\circ}07'55''W$, 235.10 FEET; THENCE $S89^{\circ}19'05''W$, 280.00 FEET; THENCE $N01^{\circ}07'55''W$, 425.00 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE $S89^{\circ}19'05''W$ ALONG SAID NORTH LINE, 152.45 FEET TO THE WEST LINE OF LOT 10, BLOCK D, SAID SECTION 5, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION; THENCE $N01^{\circ}02'20''W$ ALONG THE WEST LINE OF SAID LOT 10, BLOCK D AND ALONG THE WEST LINE LOT 3, BLOCK D, SAID SECTION 5, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION, A DISTANCE OF 2338.83 FEET TO THE NORTH LINE OF LOT 3, SAID BLOCK D; THENCE $N89^{\circ}18'57''E$ ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, SAID BLOCK D, A DISTANCE OF 1328.19 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK C, SAID SECTION 4, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION; THENCE $N89^{\circ}33'19''E$ ALONG THE NORTH LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 668.21 FEET TO THE EAST LINE OF SAID LOT 5, BLOCK C; THENCE $S02^{\circ}54'51''E$ ALONG THE EAST LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 660.00 FEET TO THE SOUTH LINE OF SAID LOT 5, BLOCK C; THENCE $S89^{\circ}33'49''W$ ALONG THE SOUTH LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 666.05 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE $S03^{\circ}06'06''E$ ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 1680.93 FEET TO THE POINT OF BEGINNING.