

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.

This Area is Intentionally Left Blank
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

[Handwritten signature]

Asst to Clerk

[Handwritten signature]

CATHERINE ROBINSON
Mayor

(SEAL)

ATTEST:

FLAGLER COUNTY, FLORIDA

Gail Wadsworth
Clerk of the Court
(SEAL)

NATE MCLAUGHLIN
Chairman

[Handwritten signature]

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

Asst to _____
Clerk

Catherine Robinson

CATHERINE ROBINSON

Mayor

(SEAL)

ATTEST:

FLAGLER COUNTY, FLORIDA

Gail Wadsworth, DC

Gail Wadsworth
Clerk of the Court
(SEAL)

Nate McLaughlin
NATE MCLAUGHLIN
Chairman

Signature

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°00'26"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°38'00"W, 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 1B-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

Continued on next page

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

Continued on next page

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

CONTINUATION OF EXHIBIT "A"

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.

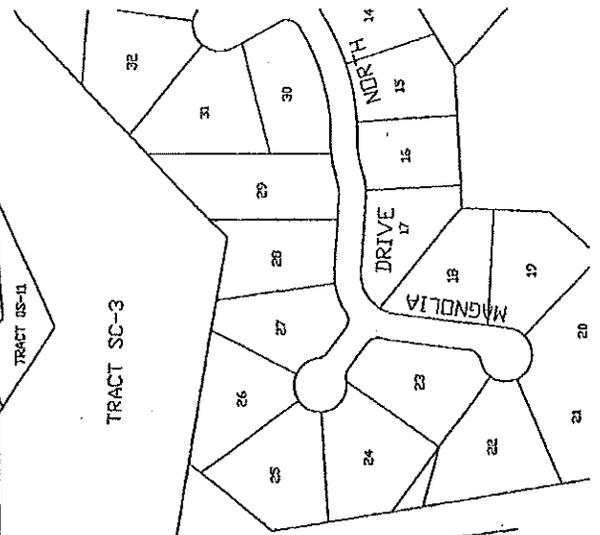
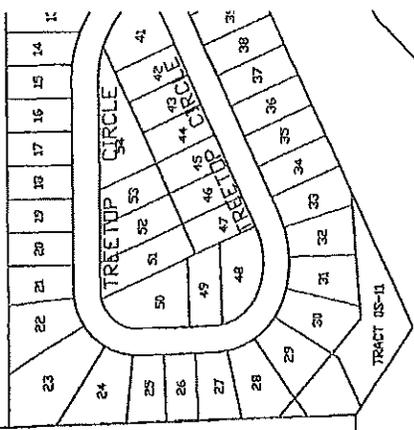
LESS AND EXCEPT THAT PROPERTY CONTAINED IN OFFICIAL RECORDS BOOK 318, PAGE 1004; OFFICIAL RECORDS VOLUME 515, PAGE 1917, AND OFFICIAL RECORDS BOOK 561, PAGE 358, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

APPENDIX B
POINT OF CONNECTION

TO I-95

OLD DIXIE HIGHWAY

03-13-31-0650
000C0-0030
20.00 AC



POINT OF CONNECTION

FPL EASEMENT

REUSE MAIN

03-13-31-0000
01010-0030
40.00 AC

D.R. 277 PG. 855

REUSE MAIN

WASTEWATER PLANT

POINT OF CONNECTION
EXHIBIT "B"