

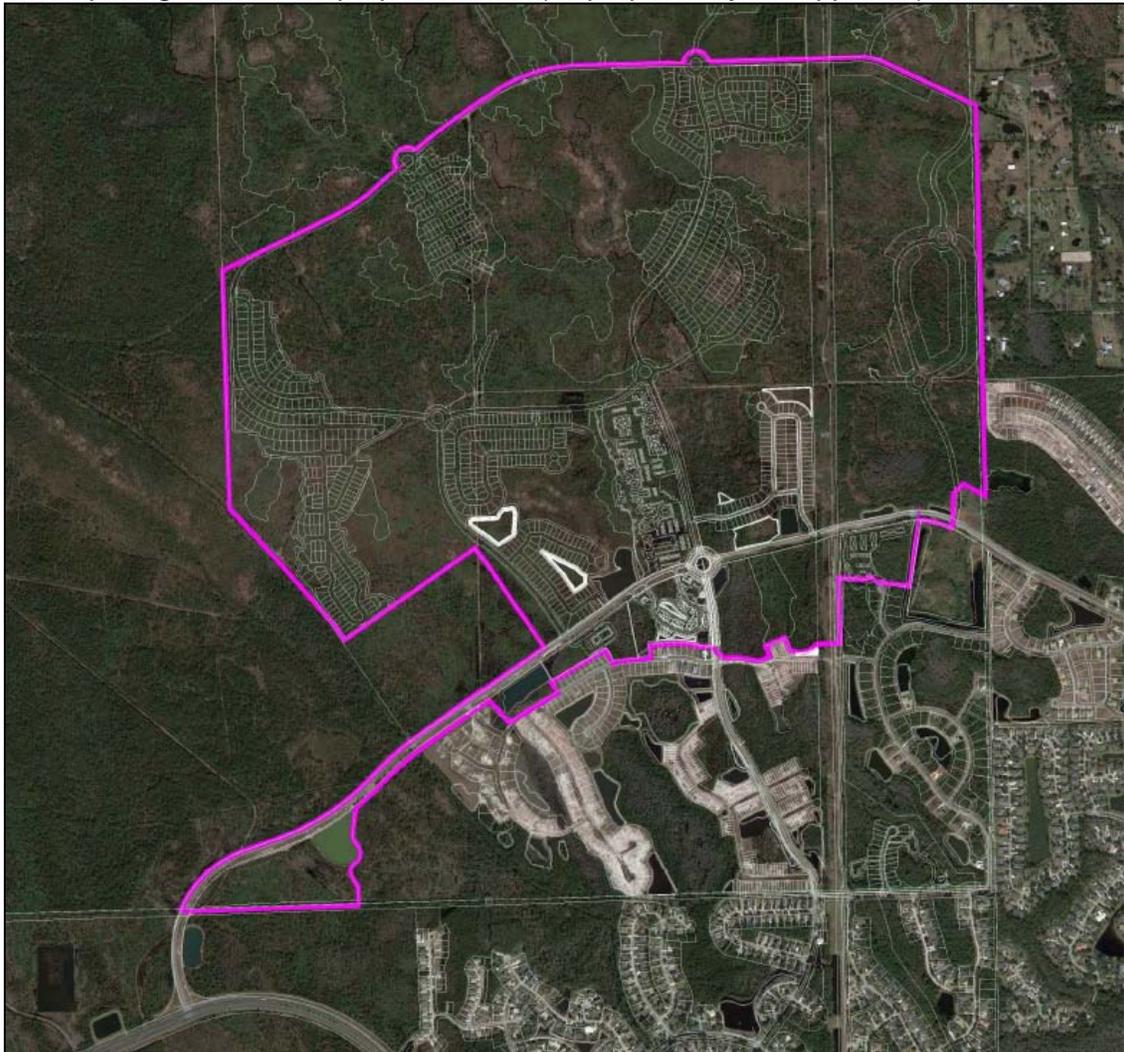
**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 24**

SUBJECT: QUASI-JUDICIAL – Consideration of a Petition to Establish the Hunter’s Ridge Oaks Community Development District No. 1, Adoption of an Ordinance through First and Final Reading establishing the Hunter’s Ridge Oaks Community Development District No. 1 (CDD), and Approval of an Interlocal Agreement between the CDD and Flagler County; Petitioner: U.S. Capital Alliance, LLC; Agent: Kim C. Booker, Booker & Associates, P.A.

DATE OF MEETING: December 5, 2016

OVERVIEW/SUMMARY: Pursuant to the requirements of Chapter 190, Florida Statutes (2016), U.S. Capital Alliance, LLC, through their agent filed a petition on August 11, 2016 to establish a Community Development District (CDD) within the Hunter’s Ridge Development of Regional Impact (DRI) to be known as the Hunter’s Ridge Oaks Community Development District No. 1.

Graphic depicting limits of the proposed CDD (as prepared by the applicant):



The requested CDD is a financing mechanism wherein previous capital expenditures by the developer may be reimbursed, while also providing for the funding of future capital expenditures and operation and maintenance of CDD-owned facilities and

infrastructure. The reimbursement and future improvements will be funded through assessments levied against all the properties benefitted by and located within the boundaries of the CDD. The CDD will be structured to be financially independent and will not require any additional subsidies from Flagler County or the State of Florida.

Florida Statutes requires a public hearing on the petitioned request and adoption of an ordinance establishing the CDD once the Flagler County Board of County Commissioners determines that the six statutory criteria have been satisfied. Chapter 190, Florida Statutes, establishes six criteria that a petition must meet to merit approval for the establishment of a CDD. The six requirements include:

1. That all statements contained within the petition have been found to be true and correct.
2. That the creation of the CDD is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the effective local government comprehensive plan.
3. That the land area within the proposed CDD is of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functional, interrelated community.
4. That the creation of the CDD is the best alternative available for delivering the community development services and facilities to the area that will be served by the CDD.
5. That the proposed services and facilities to be provided by the CDD are not incompatible with the capacity and uses of existing local and regional community development district services and facilities.
6. That the area proposed to be included in the CDD is amenable to separate special district government. Property owners within the CDD have indicated concurrence with the application filed to establish the CDD.

After reviewing the petition, staff has determined the Petition to be sufficient in that it is consistent with the statutory requirements.

In addition to the adoption of the ordinance establishing the CDD, the applicant has prepared an Interlocal Agreement between the CDD and Flagler County. The Interlocal Agreement governs essentially four separate factors. First, enhanced disclosure requirements are imposed for the benefit of future CDD residents. These disclosures include additional notices regarding Board of Supervisor meetings schedules and annual budget hearings. Second, a cap is placed on the maximum assessment that can be imposed on CDD residents for capital assessments. Third, the CDD is required to enter into a future agreement with the Hunters Ridge Homeowners Association of East Florida, Inc. (HOA), within six months of the Effective Date of the Interlocal Agreement. The agreement with the HOA will require the CDD to assume maintenance responsibility for specified portions of infrastructure that are located within the CDD boundary and are currently being maintained by the HOA. It will also set forth a methodology by which the CDD will contribute toward the maintenance costs of specified portions of infrastructure outside the CDD boundary, including the platted section of Airport Road, between Hunter's Ridge Boulevard and the westerly entrance into the Huntington Lakes subdivision. Finally, the Interlocal Agreement clarifies that all the roadways within the CDD boundary will be deemed public roads.

DEPT./CONTACT/PHONE #: Planning & Zoning / Adam Mengel / 386-313-4065

RECOMMENDATION: Request the Board through first and final reading adopt the ordinance establishing the Hunter's Ridge Oaks Community Development District No. 1, and to approve the execution of the Interlocal Agreement.

ATTACHMENTS:

1. Summary
2. Petition to Establish the Community Development District
3. Proposed Ordinance establishing the Hunter's Ridge Oaks CDD No. 1 with Exhibits
4. Interlocal Agreement between the CDD and Flagler County
5. Legal advertisement



Craig M. Coffey, County Administrator



Date

11/29/2016 Requested by Planning and Zoning, Adam Mengel
11/30/2016 Electronically Approved by Deputy County Administrator, Sally Sherman

ATTACHMENT 1
ESTABLISHMENT OF
HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1
SUMMARY

On August 11, 2016, U.S. Capital Alliance, LLC, a Florida limited liability company (LLC), filed a petition through their agent, Kim Booker with the Booker and Associates P.A. , a law firm in Orange City, to establish the Hunter's Ridge Oaks Community Development District No. 1 ("CDD") in a portion of the Hunter's Ridge Development of Regional Impact ("DRI") lying with Flagler County.

The Petition was filed in accordance with the uniform procedures for establishing a community development district pursuant to Section 190.005(2), Florida Statutes (2013). The statute authorizes counties to establish community development district as an independent special district to finance, construct, operate, and maintain basic infrastructure and ongoing maintenance for a compact and contiguous area of land within unincorporated Flagler County.

The map included with the staff report cover memo generally shows the approximate 964.47 acre site located in southern Flagler County, North and West of the Volusia County line. The Hunter's Ridge Oaks CDD No. 1 is proposed to fund infrastructure to support the land use program for the Hunter's Ridge projects as such are approved by the Board of County Commissioners within this area.

The estimate of the costs to provide the capital facilities and infrastructure for these combined projects is \$48,381,468,00, with an additional 4,500,000.00 in constructed improvements already expended. To fund this construction program, the CDD may issue special assessment or other revenue bonds estimated to total approximately \$48,381,468.00. The bonds would be repaid through non-ad valorem assessments levied on all non-governmental properties within the CDD that benefit from the CDD's capital improvement program. The draft Interlocal Agreement between the County and the CDD attached as Exhibit "B" to the ordinance creating the CDD limits annual capital assessments to \$2500 for single family and \$1500 for multifamily per unit, exclusive of maintenance assessments and any HOA assessments. The balance of any capital facilities or infrastructure not funded by the District will be funded by the developer through sources that include, but are not limited to, equity financing, conventional bank financing, or short-term bond debt issued by the CDD.

The annual assessment is levied by the CDD and is in addition to all applicable ad valorem taxes that are levied by Flagler County. The CDD will be structured financially to be independent as intended by the Florida Legislature and will not require any additional subsidies from Flagler County or the State of Florida. The CDD will take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance improvements undertaken by the CDD. Such disclosures will be in accordance with Section 190.009, Florida Statutes, and will be provided to all existing and prospective residents of the CDD.

In accordance with Section 190.012(1), Florida Statutes, the CDD will be empowered to construct, manage, and finance the following community infrastructure and service improvements:

1. Water Management Facilities
2. Water and sewer facilities
3. Roadways
4. Parking
5. Conservation/mitigation
6. Parks/recreation
7. Security

The Statutory purpose of a CDD is to plan, finance, construct, and/or acquire, operate and maintain community wide infrastructure in large, planned community developments. As stated in Section 190.002, Florida Statutes, the Legislature found that "...an independent district can constitute a timely, efficient, effective, responsive and economic way to deliver these basic services, thereby providing a solution to the state's planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." A CDD is not a substitute for the local general purpose government unit; i.e., the City or County in which the CDD lies.

The CDD is a financing mechanism; it is not empowered to adopt a comprehensive plan, building code, or land development code, or regulate land use, zoning or land development. A CDD lacks the powers of permitting, zoning, police, and many others authorities possessed by general purpose governments. Future operation and maintenance of CDD-owned facilities and infrastructure will be funded through maintenance assessments levied against all benefitted properties within the CDD.

The CDD will be managed by District Supervisors selected by qualified electors within the boundaries of the CDD. The applicant has designated the following five persons to serve as the initial members of the Board of Supervisors of the CDD until such time that an election can be held to establish the Board of Supervisors: Kimberly Buck, P.E.; Tonya Griffin, Wayne Griffin, Joe Brinson, and Sydney Booker. The county and its citizens are not involved in the management or financial responsibilities of the CDD. The petitioner has provided deeds documenting that 100 of the real property included within the CDD boundaries is in their control, as required by Chapter 190, Florida Statutes. The developer will incur substantial costs if the proposed CDD is approved. These costs can be attributed to the planning and creation of the CDD, management and technical assistance, construction of infrastructure, and operation and maintenance associated with that infrastructure. As an independent special district, the governing body of the CDD establishes its own budget and, within the scope of its authorized powers, operate independently of the local general purpose government entity whose boundaries include the CDD. The CDD landowners within the CDD control the entity which provides services and levies the funds to pay for them. County-owned property is independent of the CDD's jurisdiction.

The creation of the CDD will require the County to review the CDD's budget when submitted for informational purposes each year. Creation of the CDD does not impact the ad valorem taxing authority of the County, and the County does not incur any obligation for the debt payments of the CDD, pursuant to the provisions of Section 190.002(3), Florida Statutes. Approval of the CDD provides that the development pays for itself as it occurs and, therefore, furthers the concurrency requirements of the comprehensive plan.

The proposed CDD has been reviewed by staff from the County Attorney's Office; County Administration; and Growth Management Department. Staff from these offices has verified the CDD's consistency with Florida Statutes, together with plans previously approved by Flagler County, and found that the petition is in order.

A CDD is an independent special- purpose, local government taxing district authorized by Chapter 190, Florida Statutes (Uniform Community Development District Act of 1980, Section 190.002(1)(a), Florida Statutes). The Uniform Community Development District Act requires a public hearing on the petitioned request. Pursuant to Florida Statutes, the petition is required to contain eight elements, and this petition complies as follows:

1. A metes and bounds description of the external boundaries of the CDD which is Exhibit "A" to the attached ordinance;
2. The written consent of all owners of real property within the proposed CDD has been provided;
3. The designation of the initial members of the board of supervisors is listed in the attached ordinance;

4. The proposed name of the CDD is the Hunter's Ridge Oaks Community Development District No. 1;
5. A map of the CDD shows current major trunk water mains and sewer interceptors and outfalls, if any, on the attached Water and Sewer Trunklines graphic submitted by the petitioner;
6. Based upon available data, the petitioner provided estimated costs for constricting the infrastructure within the CDD as previously discussed in this report. These estimates shall be submitted in good faith as part of the petition to establish the CDD, but shall not be binding and may be subject to change;
7. A designation of future general distribution, location and extent of public and private uses of land proposed for the CDD by the future land use plan of the local government comprehensive plan is shown in the petition and submitted by the petitioner; and
8. A statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes, which the petitioner has prepared and is attached. The Petitioner concludes that, once the proposed CDD is established, "The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the county, or any monitoring expenses the County may incur if it establishes a monitoring program for the District."

Chapter 190. Florida Statutes, established six criteria that a petition must meet to merit approval for the establishment of a CDD. The six requirements include:

1. That all statements contained within the petition have been found to be true and correct.
2. That the creation of the CDD is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the effective local government comprehensive plan.
3. That the land area within the proposed CDD is of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functional, interrelated community.
4. That the creation of the CDD is the best alternative available for delivering the community development services and facilities to the area that will be served by the CDD.
5. That the proposed services and facilities to be provided by the CDD are not incompatible with the capacity and uses of existing local and regional community development district services and facilities.
6. That the area proposed to be included in the CDD is amendable to separate special district government. Property owners within the CDD have indicated concurrence with the application filed to establish the CDD.

County staff reviewed the petition to establish the Hunter's Ridge Oaks Community Development District No. 1 and determined that the preceding six requirements have been met.

**PETITION BY US CAPITAL ALLIANCE, LLC,
TO THE BOARD OF COUNTY COMMISSIONERS FLAGLER COUNTY, FLORIDA
REQUESTING THE ESTABLISHMENT OF THE
HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1**

US Capital Alliance, LLC, a Florida limited liability company (hereinafter referred to as the "Petitioner") hereby petitions the **BOARD OF COUNTY COMMISSIONERS FOR FLAGLER COUNTY, FLORIDA** (hereinafter referred to as the "County") pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes (2016)*, to adopt an ordinance establishing Hunter's Ridge Oaks Community Development District No. 1 (hereinafter referred to as "CDD" or "District") with respect to the real property described herein. In support thereof, the Petitioner hereby submits:

1. **Petitioner.** The Petitioner has its principal place of business at 880 Airport Road, Suite 113, Ormond Beach, Florida 32714.
2. **Location and Size.** The real property to be included in the District is located entirely within the County of Flagler and is depicted on the general location map attached to and incorporated with this Petition as Exhibit 1. The site is generally located on the southern border of Flagler County, adjacent to the City of Ormond in Volusia County. The proposed District covers approximately 964.47 acres of land and 1626 dwelling units. The meets and bounds description of the external boundaries of the District is attached to and incorporated with this Petition as Exhibit 2. The District may be expanded in Phases to include additional real property as additional projects are developed.
3. **Landowner's Consent.** Petitioner is the owner of all of the land within the proposed District and the Petitioner's Written Consent is attached hereto as Exhibit 3.
4. **Name.** The name of the proposed District will be Hunter's Ridge Oaks Community Development District No. 1.

5. **Initial Board Members.** The names and addresses of the those designated to be the five (5) initial members of the Board of Supervisors of the District, all of whom are residents of the State of Florida and citizens of the Unites States, are as follows:

- | | |
|----------------------------|---|
| (1) Name: | Kimberly Buck, P.E. |
| Address: | 880 Airport Road
Suite 113
Ormond Beach, Florida 32174 |
| Relationship to Petitioner | Project Engineer |
| (2) Name: | Tonya Griffin |
| Address: | 2499 Durrance Lane
Ormond Beach, Florida 32174 |
| Relationship to Petitioner | Former Project Manager/Consultant |
| (3) Name: | Wayne Griffin |
| Address: | 2499 Durrance Lane
Ormond Beach, Florida 32174 |
| Relationship to Petitioner | Consultant |
| (4) Name: | Joe Joseph L. Brinson |
| Address: | 880 Airport Road
Suite 11__
Ormond Beach, Florida 32174 |
| Relationship to Petitioner | Consultant |
| (5) Name: | Sydney E. Booker |
| Address: | 1019 Town Center Dr.
DeLand, Florida 32763 |
| Relationship to Petitioner | Consultant |

6. **Major Water and Wastewater Facilities.** A map of the lands within the proposed District showing the existing major trunk water mains, sewer interceptors and the major outfall canals and drainage basis is attached to and incorporated herein with this Petition as Exhibit 4 (A-D).

7. **District Facilities and Services.** The district presently expects to finance, construct, install and maintain improvements of the District's facilities to benefit the lands within the District. Attached to and incorporated with this petition, Exhibit 5 describes the type of facilities and the estimated costs for construction. This is a good faith estimate. Actual construction expenditures may vary, due in part to the effects of future changes in the

economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. **Existing Zoning and Future land Use.** The existing zoning for lands within the proposed District is attached to and incorporated with this petition as Exhibit 6. Some areas of the land within the proposed District are partially developed. Other areas are largely undeveloped. The completion of certain public infrastructure on all lands within the proposed District is required for the orderly development of the real property. The proposed future general distribution, location and extent of the public and private land uses within and surrounding the District, as designated on the current Flagler County Future Land Use Map is also attached hereto and incorporated with this Petition as Exhibit 7.
9. **Statement of Estimated Regulator Costs.** A statement of Estimated Regulatory Costs (hereinafter referred to as "SERC") prepared in accordance with the requirements of Section 120.41, Florida Statutes, is attached to and incorporated with this Petition as Exhibit 8.
10. **Authorized Agent.** The Petitioner is authorized to do business in Florida. The authorized agent for the Petitioner is Craig Wrathell, of Wrathell, Hunt and Associates, LLC, whose address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073. An authorization of agent is attached hereto and incorporated into the Petition as Exhibit 9. Copies of all correspondence and official notices should be sent to the address above with a copy to Kim C. Booker, Attorney at Law, Booker & Associates, P.A., whose address is 1019 Town Center Drive, Suite 201, Orange City, Florida 32763.
11. **Powers Requested.** The District is seeking and hereby request the right to exercise all powers provided for in Section 190.011, Florida Statutes, including the power of eminent domain as outlined in Section 190.011 (11), Florida Statutes, and all special powers outlined in Section 190.012, Florida Statutes. The full text of the power requested herein is set forth in Addendum No. 1 attached hereto.
12. **Justification Statement.** The property within the District is amendable to operating as an independent special district for the following reasons:
 - a. All statements contained in this Petition are true and correct.

- b. The District and all land uses and services planned therein are not inconsistent with applicable elements or portions of the effective Flagler County Comprehensive Land use Plan, as amended or any applicable elements of the state comprehensive plan.
- c. The area of land within the proposed District is part of a unified plan of development approved by Flagler County. The land to be included in the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated development.
- d. The proposed District will be the best alternative available for delivering community development services to the area to be served because (i) the District provides a mechanism for delivering those services and facilities in a manner that does not financially impact persons residing outside the District and (ii) the District provides a responsible perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities in the future.
- e. The District's community development services and facilities will be compatible with the capacity and use of existing local and regional community development services and facilities, as is evidenced by the Flagler County Comprehensive Plan, will allow for a more efficient use of resources and will provide a perpetual entity capable of making provisions for the operation and maintenance of the District services and facilities.
- f. For the foregoing reasons, the area to be served by the proposed District is amendable to separate special district government.

WHEREFORE, Petitioner respectfully requests the Flagler County Board of Commissioners to:

- 1. Direct that a local public hearing be held as required by Section 190.025(2)(b), Florida Statutes, to consider the establishment of the Hunter's Ridge Oaks Community Development District No. 1;

2. Grant the Petition for Establishment and adopt an Ordinance pursuant to Chapter 190, Florida Statutes establishing the Hunter's Ridge Oaks Community Development District No. 1;
3. Consent to the District's exercise of its statutory powers requested herein, as those powers are set forth in Chapter 190, Florida Statutes.

RESPECTFULLY SUBMITTED this 11 day of August 2016.

BOOKER & ASSOCIATES, P.A.

By:  _____

Kim C. Booker, Attorney at Law
Florida Bar No. 0157521
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Attorney for Petitioner

PETITION LIST OF EXHIBITS

Exhibit 1

General Location of District

Exhibit 2

Metes and Bounds Legal Description

Exhibit 3

Written Consent of 100% of District Landowners
To Establishment of District

Exhibit 4

Existing Water Mains, Sewer Interceptors, and Outfalls

Exhibit 5

Estimated Cost of Constructed Improvements of District and
Estimated Cost of Constructing Proposed Services

Exhibit 6

Zoning Map

Exhibit 7

Future Land Use Map

Exhibit 8

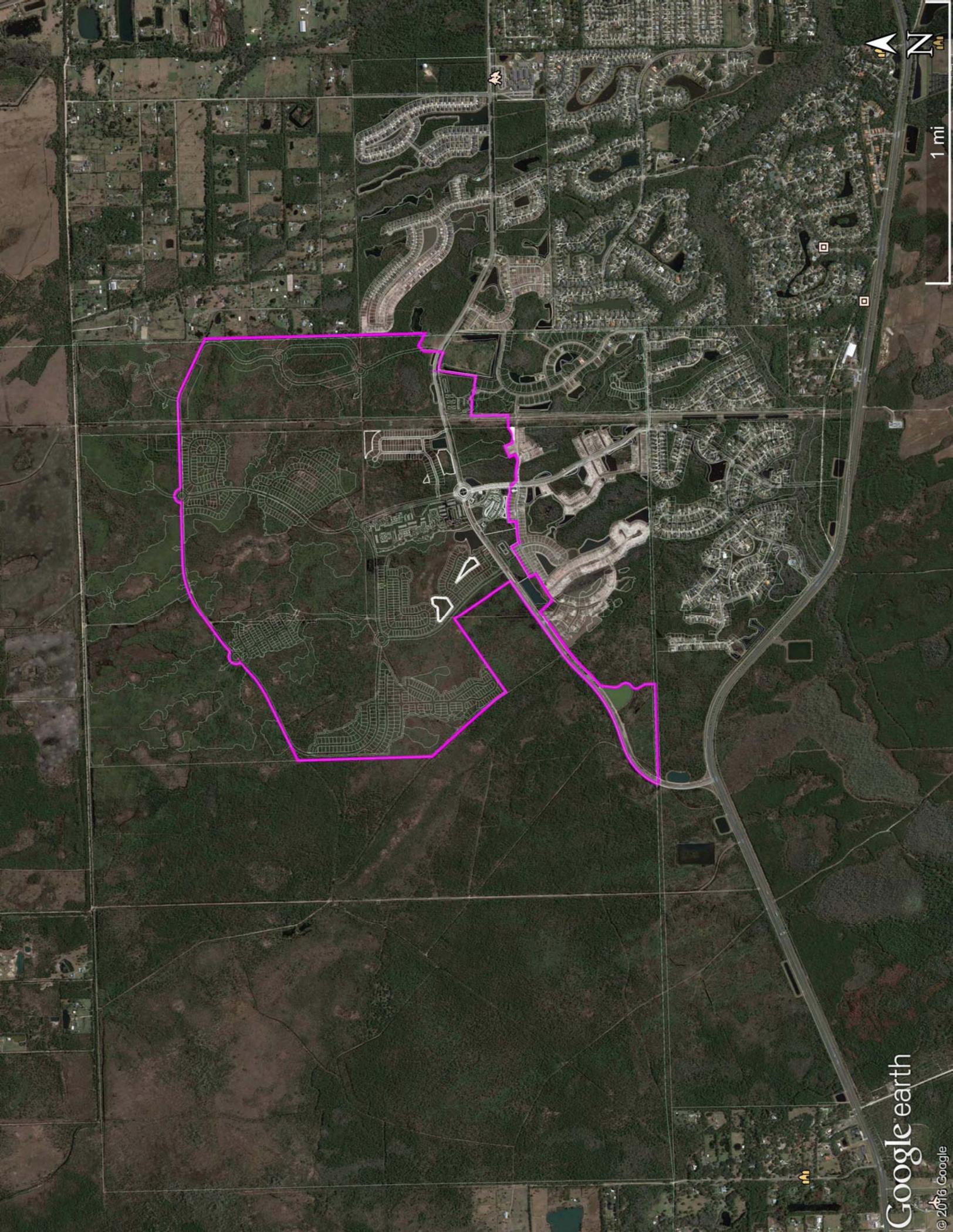
Statement of Estimated Regulatory Costs

Exhibit 9

Authorization of Agent

Addendum No. 1

Florida Statutes Section 190.011 and 190.012



Addendum No. 1

Florida Statutes Section 190.011 and 190.012

Addendum No. 1

Florida Statutes § 190.011 General Powers.

The district shall have, and the board may exercise, the following powers:

- (1) To sue and be sued in the name of the district; to adopt and use a seal and authorize the use of a facsimile thereof; to acquire, by purchase, gift, devise, or otherwise, and to dispose of, real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.
- (2) To apply for coverage of its employees under the state retirement system in the same manner as if such employees were state employees, subject to necessary action by the district to pay employer contributions into the state retirement fund.
- (3) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in s. 190.033.
- (4) To borrow money and accept gifts; to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any district purposes and enter into agreements required in connection therewith; and to hold, use, and dispose of such moneys or property for any district purposes in accordance with the terms of the gift, grant, loan, or agreement relating thereto.
- (5) To adopt rules and orders pursuant to the provisions of chapter 120 prescribing the powers, duties, and functions of the officers of the district; the conduct of the business of the district; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the district. The board may also adopt administrative rules with respect to any of the projects of the district and define the area to be included therein. The board may also adopt resolutions which may be necessary for the conduct of district business.
- (6) To maintain an office at such place or places as it may designate within a county in which the district is located or within the boundaries of a development of regional impact or a Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, which includes the district, which office must be reasonably accessible to the landowners. Meetings pursuant to s. 189.417(3) of a district within the boundaries of a development of regional impact or Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, may be held at such office.
- (7)
 - (a) To hold, control, and acquire by donation, purchase, or condemnation, or dispose of any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this act and to make use of such easements, dedications, or reservations for any of the purposes authorized by this act.
 - (b) When real property in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), to collect ground rent from landowners pursuant

to a contract with such governmental entity and to contract with the county tax collector for collection of such ground rent using the procedures authorized in s. 197.3631, other than the procedures contained in s. 197.3632.

(8) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the district is authorized to undertake and facilities or property of any nature for the use of the district to carry out any of the purposes authorized by this act.

(9) To borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such tax and special assessments as may be authorized; and to charge, collect, and enforce fees and other user charges.

(10) To raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law.

(11) To exercise within the district, or beyond the district with prior approval by resolution of the governing body of the county if the taking will occur in an unincorporated area or with prior approval by resolution of the governing body of the municipality if the taking will occur within a municipality, the right and power of eminent domain, pursuant to the provisions of chapters 73 and 74, over any property within the state, except municipal, county, state, and federal property, for the uses and purposes of the district relating solely to water, sewer, district roads, and water management, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another.

(12) To cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(13) To assess and impose upon lands in the district ad valorem taxes as provided by this act.

(14) To determine, order, levy, impose, collect, and enforce special assessments pursuant to this act and chapter 170. Such special assessments may, in the discretion of the district, be collected and enforced pursuant to the provisions of ss. 197.3631, 197.3632, and 197.3635, chapter 170, or chapter 173.

(15) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(16) To exercise such special powers as may be authorized by this act.

Florida Statutes § 190.012 Special powers; public improvements and community facilities.

The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

- (1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:
 - (a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.
 - (b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.
 - (c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.
 - (d)
 1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility's tariff on file with the Public Service Commission and may finance the required contribution.
 2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.
 - (e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.
 - (f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

- (g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 or s. 380.061 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.
- (h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

- (a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.
- (b) Fire prevention and control, including fire stations, water mains and plugs, fire trucks, and other vehicles and equipment.
- (c) School buildings and related structures and site improvements, which may be leased, sold, or donated to the school district, for use in the educational system when authorized by the district school board.
- (d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries.
- (e) Control and elimination of mosquitoes and other arthropods of public health importance.
- (f) Waste collection and disposal.

(3) To adopt and enforce appropriate rules following the procedures of chapter 120, in connection with the provision of one or more services through its systems and facilities.

- (4) (a) To adopt rules necessary for the district to enforce certain deed restrictions pertaining to the use and operation of real property within the district and outside the district pursuant to an interlocal agreement under chapter 163 if within another district or, if not within another district, with the consent of the county or municipality in which the deed restriction enforcement is proposed to occur. For the purpose of this subsection, the term "deed restrictions" means those covenants, conditions, restrictions, compliance mechanisms, and enforcement remedies contained in any applicable declarations of covenants and restrictions

that govern the use and operation of real property and, for which covenants, conditions, and restrictions, there is no homeowners' association or property owner's association having respective enforcement powers unless, with respect to a homeowners' association whose board is under member control, the association and the district agree in writing to enforcement by the district. The district may adopt by rule all or certain portions of the deed restrictions that:

1. Relate to limitations, prohibitions, compliance mechanisms, or enforcement remedies that apply only to external appearances or uses and are deemed by the district to be generally beneficial for the district's landowners and for which enforcement by the district is appropriate, as determined by the district's board of supervisors; or
2. Are consistent with the requirements of a development order or regulatory agency permit.

(b) The board may vote to adopt such rules only when all of the following conditions exist:

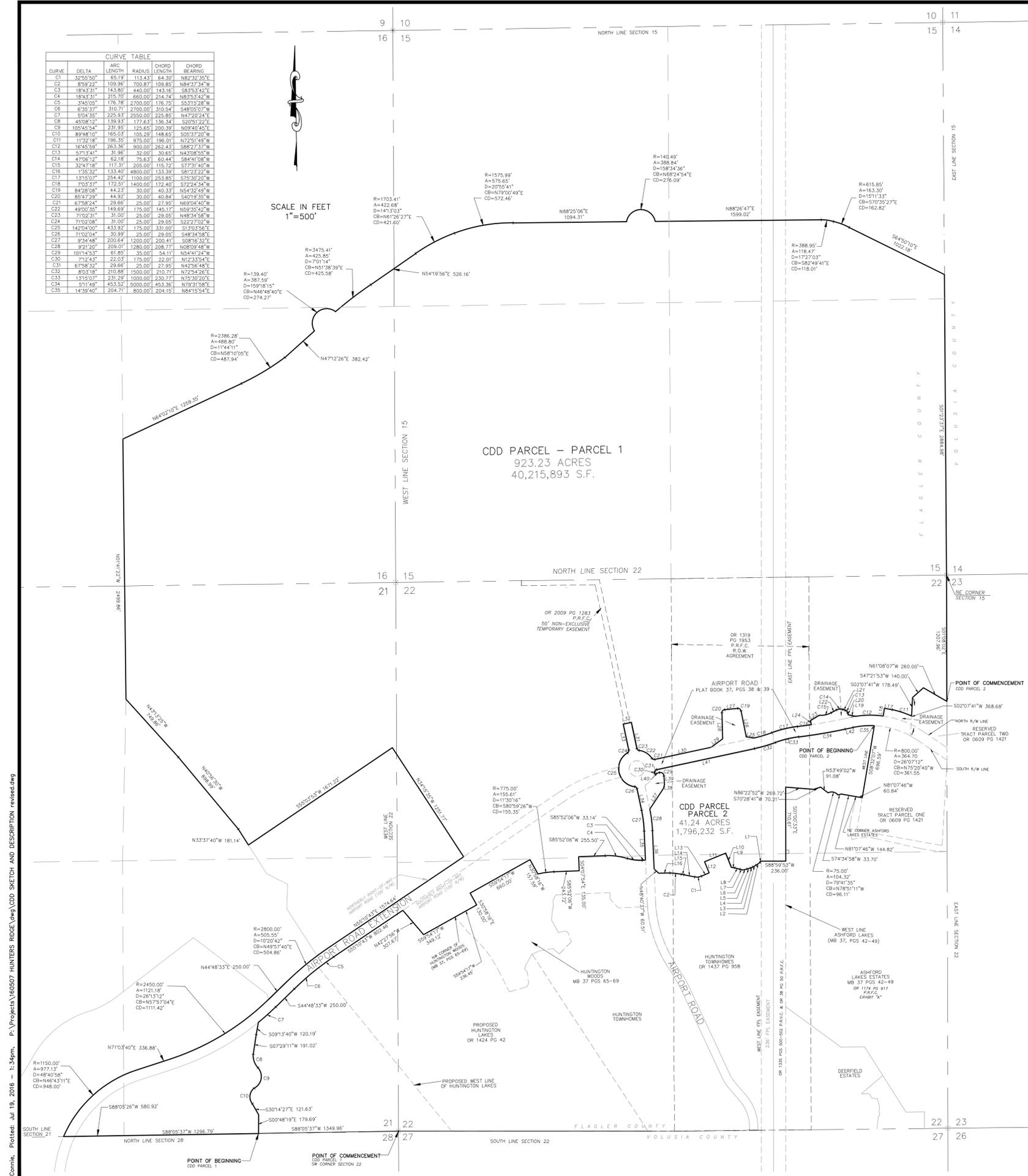
1. The district was in existence on the effective date of this subsection, or is located within a development that consists of multiple developments of regional impact and a Florida Quality Development.
2. For residential districts, the majority of the board has been elected by qualified electors pursuant to the provisions of s. 190.006.
3. For residential districts, less than 25 percent of residential units are in a homeowners' association.
4. The declarant in any applicable declarations of covenants and restrictions has provided the board with a written agreement that such rules may be adopted. A memorandum of the agreement shall be recorded in the public records.

(c) Within 60 days after such rules take effect, the district shall record a notice of rule adoption stating generally what rules were adopted and where a copy of the rules may be obtained. Districts may impose fines for violations of such rules and enforce such rules and fines in circuit court through injunctive relief.

(d) The owners of property located outside the boundary of the district shall elect an advisor to the district board pursuant to paragraph (e). The sole responsibilities of the district board advisor are to review enforcement actions proposed by the district board against properties located outside the district and make recommendations relating to those proposed actions. Before the district board may enforce its rules against any owner of property located outside the district, the district board shall request the district board advisor to make a recommendation on the proposed enforcement action. The district board advisor must render

a recommendation within 30 days after receiving a request from the district board or is deemed to have no objection to the district board's proposed decision or action.

- (e)
1. Whenever an interlocal agreement is entered into pursuant to paragraph (a), a district board advisor seat shall be created for one elected landowner whose property is within the jurisdiction of the governmental entity entering into the interlocal agreement but not within the boundaries of the district. The district board advisor shall be elected by landowners whose land is subject to enforcement by the district but whose land is not within the boundaries of the district. The district board advisor shall be elected for a 2-year term. The first election for a district board advisor shall be within 90 days after the effective date of the interlocal agreement between the district and the government entity.
 2. The election of the district board advisor shall occur at a meeting of eligible landowners. The district shall publish notice of the meeting and election once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the parties to the interlocal agreement. The notice must include instructions on how all landowners may participate in the election and how to obtain a proxy form. The last day of publication may not be less than 14 days or more than 28 days before the date of the election. The landowners, when assembled at the meeting, shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.
 3. At the meeting, each landowner is entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy need not be notarized. A fraction of an acre shall be treated as 1 acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots may not be aggregated for purposes of determining the number of voting units held by a landowner or a landowner's proxy.
 4. If a vacancy occurs in the district advisor seat, a special landowner election shall be held within 60 days after the vacancy using the notice, proxy, and acreage voting provisions of this subsection.



LEGAL DESCRIPTION: CDD PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.88°05'37"W, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1349.46 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S.88°05'37"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1296.79 FEET; THENCE S.88°05'26"W, ALONG SAID SOUTH LINE, A DISTANCE OF 580.92 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, (A 100 FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 48°40'58", AND A CHORD BEARING AND DISTANCE OF N.44°48'35"E, 948.00 FEET; THENCE LEAVING SAID SOUTH LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 977.13 FEET TO THE POINT OF TANGENCY; THENCE N.71°03'40"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2450.00 FEET AND A CENTRAL ANGLE OF 261°31'21"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1121.48 FEET TO THE POINT OF TANGENCY; THENCE N.44°48'35"E, ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, AND A CENTRAL ANGLE OF 107°20'42"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY LINE A DISTANCE OF 505.55 FEET TO THE POINT OF TANGENCY; THENCE N.55°10'43"E, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1574.64 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N.34°15'55"W, A DISTANCE OF 1251.77 FEET; THENCE S.23°33'37"E, A DISTANCE OF 1671.22 FEET; THENCE N.33°37'37"E, A DISTANCE OF 181.14 FEET; THENCE N.40°59'30"W, A DISTANCE OF 806.90 FEET; THENCE N.43°12'25"E, A DISTANCE OF 749.86 FEET; THENCE N.01°41'22"W, A DISTANCE OF 2499.86 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE SOUTHERLY THEREOF; THENCE LEAVING SAID WEST LINE, N.64°02'10"E, A DISTANCE OF 1259.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2386.28 FEET AND A CENTRAL ANGLE OF 11°44'11"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 488.80 FEET TO A POINT; THENCE N.47°12'26"E, A DISTANCE OF 382.42 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A RADIUS OF 139.40 FEET, A CENTRAL ANGLE OF 159°18'51", AND A CHORD BEARING AND DISTANCE OF N.88°24'54"W, 276.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 425.85 FEET TO A POINT; THENCE N.54°19'56"E, A DISTANCE OF 526.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.49 FEET, A CENTRAL ANGLE OF 158°34'36", AND A CHORD BEARING AND DISTANCE OF N.88°24'54"W, 276.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 387.59 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3475.41 FEET, A CENTRAL ANGLE OF 0°70'11", AND A CHORD BEARING AND DISTANCE OF N.51°38'39"E, 425.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 425.85 FEET TO A POINT; THENCE N.54°19'56"E, A DISTANCE OF 526.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1703.41 FEET, A CENTRAL ANGLE 141°13'03"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 422.68 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1575.99 FEET AND A CENTRAL ANGLE OF 20°55'41"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 575.65 FEET TO THE POINT OF TANGENCY; THENCE N.88°25'06"E, A DISTANCE OF 1094.31 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 140.49 FEET, A CENTRAL ANGLE OF 158°34'36", AND A CHORD BEARING AND DISTANCE OF N.88°24'54"W, 276.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 388.84 FEET TO A POINT; THENCE N.88°24'54"E, A DISTANCE OF 1599.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 388.95 FEET AND A CENTRAL ANGLE OF 172°07'31"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.47 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 615.65 FEET, A CENTRAL ANGLE OF 151°11'33", AND A CHORD BEARING AND DISTANCE OF S.07°05'27"E, 162.82 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 163.30 FEET TO A POINT; THENCE S.64°50'10"E, A DISTANCE OF 1022.18 FEET TO A POINT ON THE EAST LINE OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S.01°23'37"E, ALONG SAID EAST LINE A DISTANCE OF 2884.98 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE S.01°08'02"E, ALONG THE EAST LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 1207.96 FEET; THENCE LEAVING SAID EAST LINE, N.61°09'07"W, ALONG THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, TRACT PARCEL TWO, A DISTANCE OF 184.81 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 78.00 FEET TO THE POINT OF TANGENCY; THENCE S.02°27'41"W, ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 178.49 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 173°32'54", AND A CHORD BEARING AND DISTANCE OF N.72°51'49"E, 198.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 196.35 FEET TO A POINT; THENCE N.80°53'03"W, A DISTANCE OF 76.57 FEET; THENCE S.06°51'53"W, A DISTANCE OF 75.11 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AIRPORT ROAD, AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 164°55'59", AND A CHORD BEARING AND DISTANCE OF S.88°27'37"W, 262.43 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 263.36 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N.80°02'00"W, A DISTANCE OF 78.00 FEET; THENCE N.14°32'07"W, A DISTANCE OF 20.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 57°13'41"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.96 FEET TO THE POINT OF TANGENCY; THENCE N.71°45'43"W, A DISTANCE OF 27.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.63 FEET, A CENTRAL ANGLE OF 47°08'12"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 62.18 FEET TO THE POINT OF TANGENCY; THENCE S.61°07'59"W, A DISTANCE OF 60.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 32°47'18"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 117.31 FEET TO A POINT; THENCE S.57°53'18"W, A DISTANCE OF 97.98 FEET; THENCE S.10°44'08"E, A DISTANCE OF 41.59 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY OF AIRPORT ROAD AND A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 4800.00 FEET, A CENTRAL ANGLE OF 1°35'32"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 133.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 134°15'07"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE A DISTANCE OF 254.42 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.84°02'23"W, A DISTANCE OF 82.72 FEET; THENCE N.12°18'50"W, A DISTANCE OF 254.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE 84°28'08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 44.23 FEET TO THE POINT OF TANGENCY; THENCE S.83°13'12"W, A DISTANCE OF 125.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 85°47'29"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 44.92 FEET TO THE POINT OF TANGENCY; THENCE S.02°34'03"E, A DISTANCE OF 249.48 FEET; THENCE S.33°07'58"W, A DISTANCE OF 138.20 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, S.76°50'40"W, A DISTANCE OF 554.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 67°58'24"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 49°00'55"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.00 FEET TO THE POINT OF TANGENCY; THENCE S.13°03'56"W, A DISTANCE OF 255.04 FEET; THENCE S.76°56'04"W, A DISTANCE OF 80.00 FEET; THENCE S.13°03'56"E, A DISTANCE OF 255.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 198.00 FEET; THENCE S.04°12'07"E, A DISTANCE OF 133.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 42°04'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 333.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'04"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.99 FEET TO THE POINT OF TANGENCY; THENCE S.13°42'42"E, A DISTANCE OF 211.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 0°59'48"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 200.64 FEET TO THE POINT OF TANGENCY; THENCE S.03°29'08"E, A DISTANCE OF 279.06 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.85°52'06"W, A DISTANCE OF 33.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A DISTANCE OF 215.70 FEET TO THE POINT OF TANGENCY; THENCE S.85°52'06"W, A DISTANCE OF 255.50 FEET; THENCE S.04°07'54"E, A DISTANCE OF 135.00 FEET; THENCE S.85°52'06"W, A DISTANCE OF 243.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11°30'16"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 155.61 FEET TO A POINT; THENCE N.30°58'16"W, A DISTANCE OF 157.59 FEET; THENCE S.59°54'77"W, A DISTANCE OF 660.00 FEET; THENCE S.30°58'16"E, A DISTANCE OF 130.00 FEET; THENCE S.59°54'77"W, A DISTANCE OF 236.45 FEET TO THE NW CORNER OF SAID HUNTINGTON WOODS AT HUNTERS RIDGE PHASE I; SAID POINT ALSO BEING THE NORTHEAST CORNER OF PROPOSED HUNTINGTON LAKES; THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTH LINE OF SAID PROPOSED HUNTINGTON LAKES; THENCE S.59°54'77"W, A DISTANCE OF 349.12 FEET; THENCE N.42°27'56"W, A DISTANCE OF 307.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD; THENCE S.55°10'43"W, A DISTANCE OF 310.71 FEET TO THE POINT OF TANGENCY; THENCE S.44°48'35"W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.63 FEET, A CENTRAL ANGLE OF 47°08'12"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 191.02 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.63 FEET, A CENTRAL ANGLE OF 45°08'12"; AND A CHORD BEARING AND DISTANCE OF S.20°52'12"E, 136.34 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.53 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 125.65 FEET, A CENTRAL ANGLE OF 105°45'54"; AND A CHORD BEARING AND DISTANCE OF S.09°40'45"W, 200.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.95 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.29 FEET, A CENTRAL ANGLE OF 89°48'01", AND A CHORD BEARING AND DISTANCE OF S.05°37'20"E, 148.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.03 FEET TO A POINT; THENCE S.30°14'27"E, A DISTANCE OF 121.63 FEET; THENCE S.04°08'16"E, A DISTANCE OF 179.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 40,215,893.41 SQUARE FEET, OR 923.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION: CDD PARCEL 2

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 22, AND THE NORTH LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGES 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.61°08'07"W, ALONG THE NORTHERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 260.00 FEET; THENCE S.47°21'53"W, ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.02°07'41"W, ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, AND THE EXTENSION THEREOF, A DISTANCE OF 368.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100.00 FOOT RIGHT OF WAY) AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 26°07'12", AND A CHORD BEARING AND DISTANCE OF N.75°20'40"W, 361.55 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 364.70 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF RESERVE TRACT PARCEL ONE AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421, AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.08°32'07"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 696.59 FEET; THENCE LEAVING SAID WESTERLY LINE RUN N.81°07'46"W, A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTHEAST CORNER OF ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID NORTH LINE, N.81°07'46"W, A DISTANCE OF 14.82 FEET; THENCE N.81°07'46"W, A DISTANCE OF 33.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 79°41'35", AND A CHORD BEARING AND DISTANCE OF N.78°51'11"W, 96.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.32 FEET; THENCE N.53°49'02"W, A DISTANCE OF 91.08 FEET; THENCE S.70°28'41"W, A DISTANCE OF 70.21 FEET; THENCE N.86°22'52"W, A DISTANCE OF 269.72 FEET TO THE WEST LINE OF SAID ASHFORD LAKES ESTATES, AND A POINT ON THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGES 500 THROUGH 502 AND OFFICIAL RECORDS BOOK 38, PAGE 50, OF SAID PUBLIC RECORDS; THENCE S.01°00'33"E, ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES AND THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 710.61 FEET; THENCE LEAVING SAID LINE, N.88°59'53"W, A DISTANCE OF 236.00 FEET TO THE WEST LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT AND THE NORTHEASTERLY CORNER OF HUNTINGTON TOWNSHOMES, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGES 968 THROUGH 969 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINETEEN COURSES AND DISTANCES ALONG SAID NORTH LINE, S.42°11'13"W, A DISTANCE OF 16.63; THENCE S.53°55'22"W, A DISTANCE OF 47.26 FEET; THENCE S.59°32'40"W, A DISTANCE OF 47.26 FEET; THENCE N.72°27'43"W, A DISTANCE OF 27.92 FEET; THENCE N.79°38'09"W, A DISTANCE OF 105.62 FEET; THENCE N.80°07'52"W, A DISTANCE OF 27.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'22"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.96 FEET TO A POINT; THENCE S.67°58'40"W, A DISTANCE OF 107.41 FEET; THENCE N.48°40'37"W, A DISTANCE OF 60.51 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED AIRPORT ROAD; THENCE N.03°29'08"W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 367.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 09°34'48"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 214.02 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.32°30'56"E, A DISTANCE OF 237.95 FEET; THENCE N.14°13'40"E, A DISTANCE OF 37.63 FEET; THENCE N.40°33'55"W, A DISTANCE OF 82.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 101°45'33"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.85 FEET TO THE POINT OF TANGENCY; THENCE S.74°40'47"W, A DISTANCE OF 51.58 FEET TO THE AFOREMENTIONED AIRPORT ROAD RIGHT OF WAY AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 71°24'51", AND A CHORD BEARING AND DISTANCE OF N.32°30'56"E, 22.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 4210.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°58'52"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 51°14'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.52 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E, A DISTANCE OF 78.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 14°39'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,796,232.02 SQUARE FEET, OR 41.24 ACRES MORE OR LESS.

TOTAL CDD LAND, PARCEL 1 AND PARCEL 2 TOGETHER: 42,012,125.43 SQUARE FEET OR 964.47 ACRES ±

CARNAHAN • PROCTOR • CROSS, INC.
 CONSULTING ENGINEERS • SURVEYORS • PLANNERS
 220 CHARLES STREET, SUITE A, PORT ORANGE, FL 32129
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 Certificate of Authorization: LE2936
 www.carnahan-proctor.com

SKETCH AND DESCRIPTION FOR CDD PARCELS 1 AND 2 TOTAL 96.447 ACRES

SHEET NO.	OF	NO.	DATE	BY	CHKD	REVISIONS
1	1					

PREPARED FOR:
ALANN ENGINEERING INC.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND BASED UPON A SUFFICIENT BOUNDARY SURVEY.

Professional Surveyor & Mapper No. 5913
 State of Florida

PROJECT NO.: 160507

LEGAL DESCRIPTION: CDD PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.88°05'37"W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1349.46 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S.88°05'37"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1296.79 FEET; THENCE S.88°05'26"W., ALONG SAID SOUTH LINE, A DISTANCE OF 580.92 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, (A 100 FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 48°40'58"; AND A CHORD BEARING AND DISTANCE OF N.46°43'11"E., 948.00 FEET; THENCE LEAVING SAID SOUTH LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 977.13 FEET TO THE POINT OF TANGENCY; THENCE N.71°03'40"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET AND A CENTRAL ANGLE OF 26°13'12"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1121.48 FEET TO THE POINT OF TANGENCY; THENCE N.44°48'33"E., ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, AND A CENTRAL ANGLE OF 10°20'42"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY LINE A DISTANCE OF 505.55 FEET TO THE POINT OF TANGENCY; THENCE N.55°10'43"E., ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1574.64 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N.34°15'35"W., A DISTANCE OF 1251.77 FEET; THENCE S.55°03'53"W., A DISTANCE OF 1671.22 FEET; THENCE N.33°37'40"W., A DISTANCE OF 181.14 FEET; THENCE N.40°56'30"W., A DISTANCE OF 898.99 FEET; THENCE N.43°13'25"E., A DISTANCE OF 749.86 FEET; THENCE N.01°41'22"W., A DISTANCE OF 2499.86 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE SOUTHERLY EXTENSION THEREOF; THENCE LEAVING SAID WEST LINE, N.64°02'10"E., A DISTANCE OF 1259.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2386.28 FEET AND A CENTRAL ANGLE OF 11°44'11"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 488.80 FEET TO A POINT; THENCE N.47°12'26"E., A DISTANCE OF 382.42 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A RADIUS OF 139.40 FEET, A CENTRAL ANGLE OF 159°18'15"; AND A CHORD BEARING AND DISTANCE OF N.46°48'40"W., 274.27 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 387.59 FEET TO A POINT ON NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3475.41 FEET, A CENTRAL ANGLE OF 07°01'14"; AND A CHORD BEARING AND DISTANCE OF N.51°38'39"E., 425.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 425.85 FEET TO A POINT; THENCE N.54°19'56"E., A DISTANCE OF 526.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1703.41 FEET, A CENTRAL ANGLE 14°13'03"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 422.68 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1575.99 FEET AND A CENTRAL ANGLE OF 20°55'41"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 575.65 FEET TO THE POINT OF TANGENCY; THENCE N.88°25'06"E., A DISTANCE OF 1094.31 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 140.49 FEET, A CENTRAL ANGLE OF 158°34'36"; AND A CHORD BEARING AND DISTANCE OF N.88°24'54"W., 276.09 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 388.84 FEET TO A POINT; THENCE N.88°26'47"E., A DISTANCE OF 1599.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 388.95 FEET AND A CENTRAL ANGLE OF 17°27'03"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.47 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 615.85 FEET, A CENTRAL ANGLE OF 15°11'33" AND A CHORD BEARING AND DISTANCE OF S.70°35'27"E., 162.82 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 163.30 FEET TO A POINT; THENCE S.64°50'10"E., A DISTANCE OF 1022.18 FEET TO A POINT ON THE EAST LINE OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S.01°23'37"E., ALONG SAID EAST LINE A DISTANCE OF 2884.98 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE S.01°08'02"E., ALONG THE EAST LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 1207.96 FEET; THENCE LEAVING SAID EAST LINE, N.61°08'07"W., ALONG THE NORTHERLY LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 260.00 FEET; THENCE S.47°21'53"W., ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.02°07'41"W., ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 178.49 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 11°32'18"; AND A CHORD BEARING AND DISTANCE OF N.72°51'49"W., 196.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 196.35 FEET TO A POINT; THENCE N.80°53'03"W., A DISTANCE OF 76.57 FEET; THENCE S.06°51'53"W., A DISTANCE OF 75.11 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AIRPORT ROAD, AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 16°45'59"; AND A CHORD BEARING AND DISTANCE OF S.88°27'37"W., 262.43 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 263.36 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N.80°60'26"W., A DISTANCE OF 78.09 FEET; THENCE N.14°32'07"W., A DISTANCE OF 20.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 57°13'41"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.96 FEET TO THE POINT OF TANGENCY; THENCE N.71°45'43"W., A DISTANCE OF 27.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.63 FEET, A CENTRAL ANGLE OF 47°06'12"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 62.18 FEET TO THE POINT OF TANGENCY; THENCE S.61°07'59"W., A DISTANCE OF 60.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 32°47'18"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 117.31 FEET TO A POINT; THENCE S.57°53'18"W., A DISTANCE OF 97.98 FEET; S.10°44'08"E., A DISTANCE OF 41.59 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY OF AIRPORT ROAD AND A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 4800.00 FEET, A CENTRAL ANGLE OF 1°35'32"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 133.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 13-15-07"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE A DISTANCE OF 254.42 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.84°62'02"W., A DISTANCE OF 82.72 FEET; THENCE N.12°18'50"W., A DISTANCE OF 254.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE 84°28'08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 44.23 FEET TO THE POINT OF TANGENCY; THENCE S.83°13'12"W., A DISTANCE OF 125.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 85°47'29"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 44.92 FEET TO THE POINT OF TANGENCY; THENCE S.02°34'03"E., A DISTANCE OF 249.48 FEET; THENCE S.53°07'58"W., A DISTANCE OF 138.20 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE THE FOLLOWING THIRTEEN COURSES AND DISTANCES ALONG THE RIGHT OF WAY LINE, S.76°56'04"W., A DISTANCE OF 554.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 67°58'24"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 49°00'35"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 149.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'31"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.00 FEET TO THE POINT OF TANGENCY; THENCE N.13°03'56"W., A DISTANCE OF 255.04 FEET; THENCE S.76°56'04"W., A DISTANCE OF 80.00 FEET; THENCE S.13-03-56"E., A DISTANCE OF 255.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 142°04'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 433.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'04"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.99 FEET TO THE POINT OF TANGENCY; THENCE S.13°42'42"E., A DISTANCE OF 211.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 9°34'48"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 200.64 FEET TO THE POINT OF TANGENCY; THENCE

S.03°29'08"E., A DISTANCE OF 279.06 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.85°52'06"W., A DISTANCE OF 33.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 215.70 FEET TO THE POINT OF TANGENCY; THENCE S.85°52'06"W., A DISTANCE OF 255.50 FEET; THENCE S.04°07'54"E., A DISTANCE OF 135.00 FEET; THENCE S.85°52'06"W., A DISTANCE OF 243.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11°30'16"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 155.61 FEET TO A POINT; THENCE N.30°58'16"W., A DISTANCE OF 157.59 FEET; THENCE S.59°54'17"W., A DISTANCE OF 660.00 FEET; THENCE S.30°58'16"E., A DISTANCE OF 130.00 FEET; THENCE S.59°54'17"W., A DISTANCE OF 236.45 FEET TO THE NW CORNER OF SAID HUNTINGTON WOODS AT HUNTER'S RIDGE PHASE 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PROPOSED HUNTINGTON LAKES; THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTH LINE OF SAID PROPOSED HUNTINGTON LAKES; THENCE S.59°54'17"W., A DISTANCE OF 349.12 FEET; THENCE N.42°27'56"W., A DISTANCE OF 307.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD; THENCE S.55°10'43"W., ALONG SAID NORTH LINE AND SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 802.46 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2700.00 FEET AND A CENTRAL ANGLE OF 03°45'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 176.78 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED HUNTINGTON LAKES; THENCE CONTINUE ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD THROUGH A CENTRAL ANGLE OF 06°35'37" FOR A DISTANCE OF 310.71 FEET TO THE POINT OF TANGENCY; THENCE S.44°48'33"W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF 05°04'35"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 225.93 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.09°13'40"W., A DISTANCE OF 120.19 FEET; THENCE S.07°29'11"W., A DISTANCE OF 191.02 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.63 FEET, A CENTRAL ANGLE OF 45°08'12", AND A CHORD BEARING AND DISTANCE OF S.20°51'22"E., 136.34 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.93 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 125.65 FEET, A CENTRAL ANGLE OF 105°45'54", AND A CHORD BEARING AND DISTANCE OF S.09°40'45"W., 200.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.95 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.29 FEET, A CENTRAL ANGLE OF 89°48'10", AND A CHORD BEARING AND DISTANCE OF S.05°37'20"W., 148.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.03 FEET TO A POINT; THENCE S.30°14'27"E., A DISTANCE OF 121.63 FEET; THENCE S.00°48'19"E., A DISTANCE OF 179.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 40,215,893.41 SQUARE FEET, OR 923.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION: CDD PARCEL 2

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 22, AND THE NORTH LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGES 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.61°08'07"W., ALONG THE NORTHERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 260.00 FEET; THENCE S.47°21'53"W., ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.02°07'41"W., ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, AND THE EXTENSION THEREOF, A DISTANCE OF 368.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100.00 FOOT RIGHT OF WAY) AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET; A CENTRAL ANGLE OF 26°07'12", AND A CHORD BEARING AND DISTANCE OF N.75°20'40"W., 361.55 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 364.70 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF RESERVE TRACT PARCEL ONE AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421, AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.08°32'07"W., ALONG THE SAID WESTERLY LINE, A DISTANCE OF 696.59 FEET; THENCE LEAVING SAID WESTERLY LINE RUN N.81°07'46"W., A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTHEAST CORNER OF ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID NORTH LINE; N.81°07'46"W., A DISTANCE OF 144.82 FEET; THENCE S.74°34'58"W., A DISTANCE OF 33.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 79°41'35"; AND A CHORD BEARING AND DISTANCE OF N.78°51'11"W., 96.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.32 FEET; THENCE N.53°49'02"W., A DISTANCE OF 91.08 FEET; THENCE S.70°28'41"W., A DISTANCE OF 70.21 FEET; THENCE N.86°22'52"W., A DISTANCE OF 269.72 FEET TO THE WEST LINE OF SAID ASHFORD LAKES ESTATES, AND A POINT ON THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGES 500 THROUGH 502 AND OFFICIAL RECORDS BOOK 38, PAGE 50, OF SAID PUBLIC RECORDS; THENCE S.01°00'33"E., ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES AND THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 710.61 FEET; THENCE LEAVING SAID LINE, N.88°59'53"W., A DISTANCE OF 236.00 FEET TO THE WEST LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT AND THE NORTHEASTERLY CORNER OF HUNTINGTON TOWNHOMES, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGE 958 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINETEEN COURSES AND DISTANCES ALONG SAID NORTH LINE; S.42°11'13"W., A DISTANCE OF 16.63; THENCE S.53°55'22"W., A DISTANCE OF 47.26 FEET; THENCE S.59°32'40"W., A DISTANCE OF 34.27 FEET; THENCE S.64°40'47"W., A DISTANCE OF 26.83 FEET; THENCE S.74°13'09"W., A DISTANCE OF 34.36 FEET; THENCE S.75°24'56"W., A DISTANCE OF 39.23 FEET; THENCE N.77°27'43"W., A DISTANCE OF 32.00 FEET; THENCE N.75°59'46"W., A DISTANCE OF 50.00 FEET; THENCE N.83°48'47"W., A DISTANCE OF 32.53 FEET; THENCE N.22°59'03"W., A DISTANCE OF 147.86 FEET; THENCE S.66°49'01"W., A DISTANCE OF 219.53 FEET; THENCE S.23°24'12"E., A DISTANCE OF 115.58 FEET; THENCE S.66°04'46"W., A DISTANCE OF 80.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 113.43 FEET AND A CENTRAL ANGLE OF 32°55'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.19 FEET TO A POINT; THENCE N.79°38'09"W., A DISTANCE OF 105.62 FEET; THENCE N.80°07'52"W., A DISTANCE OF 27.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'22" THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.96 FEET TO A POINT; THENCE S.87°36'40"W., A DISTANCE OF 107.41 FEET; THENCE N.48°40'37"W., A DISTANCE OF 60.51 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED AIRPORT ROAD; THENCE N.03°29'08"W., ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 367.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 09°34'48"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 214.02 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.32°30'56"E., A DISTANCE OF 237.95 FEET; THENCE N.14°13'40"E., A DISTANCE OF 37.65 FEET; THENCE N.04°03'35"W., A DISTANCE OF 82.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 101°14'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.85 FEET TO THE POINT OF TANGENCY; THENCE S.74°40'47"W., A DISTANCE OF 51.58 FEET TO THE AFOREMENTIONED AIRPORT ROAD RIGHT OF WAY AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; A CENTRAL ANGLE OF 7°12'43"; AND A CHORD BEARING AND DISTANCE OF N.12°33'54"E., 22.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°58'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E., A DISTANCE OF 961.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 8°03'18"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 4210.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 13°15'07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 5°11'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.52 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E., A DISTANCE OF 78.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 14°39'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,796,232.02 SQUARE FEET, OR 41.24 ACRES MORE OR LESS.

TOTAL CDD LAND, PARCEL 1 AND PARCEL 2 TOGETHER: 42,012,125.43 SQUARE FEET OR 964.47 ACRES ±

Exhibit 3

Written Consent of 100% of District Landowners
To Establishment of District

**CONSENT TO AND JOINDER TO PETITION TO ESTABLISH THE
HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1**

The undersigned, **US Capital Alliance, LLC.**, a Florida limited liability company is the owner of certain lands located in Flagler County, Florida and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The undersigned understands and acknowledges that **US Capital Alliance, LLC.**, ("Petitioner") intends to submit a petition to Flagler County to establish the Hunter's Ridge Oaks Community Development District No. 1 ("District") in accordance with provisions of Chapter 190, Florida Statutes.

The undersigned is the owner of all of the lands within the proposed District and described in Exhibit A and understands and acknowledges that pursuant to Chapter 190, Florida Statutes, the Petitioner is required to include the written consent to the establishment of the District of one hundred percent (100%) of the owners of the lands to be included within the District.

The undersigned hereby consents to the inclusion of its property into the District which will include the Property to be part of the District and agrees to further execute any other documentation necessary or convenient to evidence this consent and joinder.

The undersigned hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the Property which shall bind the undersigned's heirs, personal representatives, administrators, successors in title and assigns and shall remain in full force and effect three (3) years from the date hereof.

Executed this 20 day of July 2016.

US Capital Alliance, LLC.

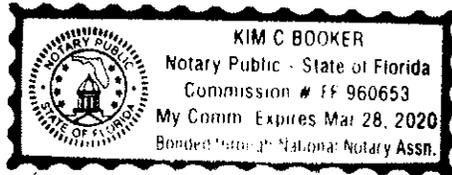
By: _____


Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that Allan Feker, as Manager of US Capital Alliance, LLC., a Florida limited liability company, acknowledged the foregoing instrument before me this 20 day of July 2016. Said person is personally known to me or has produced a valid driver's license as identification.

[SEAL]



[Signature]
Signature of Notary Public, State of Florida
Commission No. FF 960653
Commission expires: 3-28-20

LEGAL DESCRIPTION: CDD PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.88°05'37"W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1349.46 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S.88°05'37"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1296.79 FEET; THENCE S.88°05'26"W., ALONG SAID SOUTH LINE, A DISTANCE OF 580.92 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, (A 100 FOOT RIGHT OF WAY); SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 48°40'58", AND A CHORD BEARING AND DISTANCE OF N.46°43'11"E., 948.00 FEET; THENCE LEAVING SAID SOUTH LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 977.13 FEET TO THE POINT OF TANGENCY; THENCE N.71°03'40"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET AND A CENTRAL ANGLE OF 26°13'12"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1121.48 FEET TO THE POINT OF TANGENCY; THENCE N.44°48'33"E., ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, AND A CENTRAL ANGLE OF 10°20'42"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY LINE A DISTANCE OF 505.55 FEET TO THE POINT OF TANGENCY; THENCE N.55°10'43"E., ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1574.64 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N.34°15'35"W., A DISTANCE OF 1251.77 FEET; THENCE S.55°03'53"W., A DISTANCE OF 1671.22 FEET; THENCE N.33°37'40"W., A DISTANCE OF 181.14 FEET; THENCE N.40°56'30"W., A DISTANCE OF 898.99 FEET; THENCE N.45°13'25"E., A DISTANCE OF 749.86 FEET; THENCE N.01°41'22"W., A DISTANCE OF 2499.86 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE SOUTHERLY EXTENSION THEREOF; THENCE LEAVING SAID WEST LINE, N.64°02'10"E., A DISTANCE OF 1259.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2386.28 FEET AND A CENTRAL ANGLE OF 11°44'11"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 488.80 FEET TO A POINT; THENCE N.47°12'26"E., A DISTANCE OF 382.42 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A RADIUS OF 139.40 FEET, A CENTRAL ANGLE OF 159°18'15", AND A CHORD BEARING AND DISTANCE OF N.46°48'40"W., 274.27 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 139.40 FEET, A CENTRAL ANGLE OF 159°18'15", AND A CHORD BEARING AND DISTANCE OF N.46°48'40"W., 274.27 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 387.59 FEET TO A POINT ON NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3475.41 FEET, A CENTRAL ANGLE OF 07°01'14", AND A CHORD BEARING AND DISTANCE OF N.51°38'39"E., 425.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 425.85 FEET TO A POINT; THENCE N.54°19'56"E., A DISTANCE OF 526.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1703.41 FEET, A CENTRAL ANGLE OF 14°13'03"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 422.68 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1575.99 FEET AND A CENTRAL ANGLE OF 20°55'41"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 575.65 FEET TO THE POINT OF TANGENCY; THENCE N.88°23'06"E., A DISTANCE OF 1094.31 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 140.49 FEET, A CENTRAL ANGLE OF 158°34'36", AND A CHORD BEARING AND DISTANCE OF N.88°24'54"W., 276.09 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 388.84 FEET TO A POINT; THENCE N.88°26'47"E., A DISTANCE OF 1599.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 388.95 FEET AND A CENTRAL ANGLE OF 172°7'03"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.47 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 163.30 FEET TO A POINT; THENCE S.64°50'10"E., A DISTANCE OF 1022.18 FEET TO A POINT ON THE EAST LINE OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S.01°23'37"E., ALONG SAID EAST LINE A DISTANCE OF 2884.98 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE S.01°08'02"E., ALONG THE EAST LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 1207.96 FEET; THENCE LEAVING SAID EAST LINE, N.61°08'07"W., ALONG THE NORTHERLY LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 260.00 FEET; THENCE S.47°21'53"W., ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.02°07'41"W., ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 178.49 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 11°32'18", AND A CHORD BEARING AND DISTANCE OF N.72°51'49"W., 196.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 196.35 FEET TO A POINT; THENCE N.80°53'03"W., A DISTANCE OF 76.57 FEET; THENCE S.08°51'53"W., A DISTANCE OF 75.11 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AIRPORT ROAD, AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 16°45'59", AND A CHORD BEARING AND DISTANCE OF N.88°27'37"W., 262.43 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 263.36 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N.80°50'26"W., A DISTANCE OF 78.09 FEET; THENCE N.14°32'07"W., A DISTANCE OF 20.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 27°92' FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 117.31 FEET TO A POINT; THENCE S.57°53'18"W., A DISTANCE OF 97.98 FEET; S.10°44'08"E., ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 4800.00 FEET, A CENTRAL ANGLE OF 1°35'32"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 133.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 13°15'07"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE A DISTANCE OF 44.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 82°72' FEET; THENCE N.12°18'50"W., A DISTANCE OF 254.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 84°28'08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 44.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 44.82 FEET TO THE POINT OF TANGENCY; THENCE S.02°34'03"E., A DISTANCE OF 249.48 FEET; THENCE S.53°07'58"W., A DISTANCE OF 138.20 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, THENCE THE FOLLOWING THIRTEEN COURSES AND DISTANCES ALONG THE RIGHT OF WAY LINE, S.76°56'04"W., A DISTANCE OF 554.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 29.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 49°00'35"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 149.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 255.04 FEET TO THE POINT OF TANGENCY; THENCE N.13°03'56"W., A DISTANCE OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'31"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 433.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 142°04'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 142.00 FEET, A CENTRAL ANGLE OF 13°42'42"E., A DISTANCE OF 211.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.99 FEET TO THE POINT OF TANGENCY; THENCE S.13°42'42"E., A DISTANCE OF 211.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 9°34'48"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 200.64 FEET TO THE POINT OF TANGENCY; THENCE

S.032908"E., A DISTANCE OF 279.06 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.85°52'08"W., A DISTANCE OF 33.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 215.70 FEET TO THE POINT OF TANGENCY; THENCE S.85°52'08"W., A DISTANCE OF 255.50 FEET; THENCE S.04°07'54"E., A DISTANCE OF 135.00 FEET; THENCE S.85°52'06"W., A DISTANCE OF 243.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11°30'16"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 155.61 FEET TO A POINT; THENCE N.30°58'16"W., A DISTANCE OF 157.59 FEET; THENCE S.59°54'17"W., A DISTANCE OF 660.00 FEET; THENCE S.30°58'16"E., A DISTANCE OF 130.00 FEET; THENCE S.59°54'17"W., A DISTANCE OF 236.45 FEET TO THE NW CORNER OF SAID HUNTINGTON WOODS AT HUNTER'S RIDGE PHASE 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PROPOSED HUNTINGTON LAKES; THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTH LINE OF SAID PROPOSED HUNTINGTON LAKES; THENCE S.59°54'17"W., A DISTANCE OF 349.12 FEET; THENCE N.42°27'56"W., A DISTANCE OF 307.67 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2700.00 FEET AND A CENTRAL ANGLE OF 03°45'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 176.78 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED HUNTINGTON LAKES; THENCE CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 802.46 FEET TO THE POINT OF TANGENCY OF SAID AIRPORT ROAD THROUGH A CENTRAL ANGLE OF 06°35'37" FOR A DISTANCE OF 310.71 FEET TO THE POINT OF TANGENCY; THENCE S.44°48'33"W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF 05°04'35"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE, S.09°13'40"W., A DISTANCE OF 120.19 FEET; THENCE S.07°29'11"W., A SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 225.93 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.09°13'40"W., A DISTANCE OF 177.63 FEET, A CENTRAL ANGLE OF 45°08'12", AND A CHORD BEARING AND DISTANCE OF 191.02 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.63 FEET, A CENTRAL ANGLE OF 45°08'12", AND A CHORD BEARING AND DISTANCE OF S.20°51'22"E., 136.34 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.93 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 125.65 FEET, A CENTRAL ANGLE OF 105°45'54", AND A CHORD BEARING AND DISTANCE OF S.09°40'45"W., 200.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.95 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.29 FEET, A CENTRAL ANGLE OF 89°48'10", AND A CHORD BEARING AND DISTANCE OF S.05°37'20"W., 148.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.03 FEET TO A POINT; THENCE S.30°14'27"E., A DISTANCE OF 121.63 FEET; THENCE S.00°48'19"E., A DISTANCE OF 179.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 40,215.893.41 SQUARE FEET, OR 923.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION: CDD PARCEL 2

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

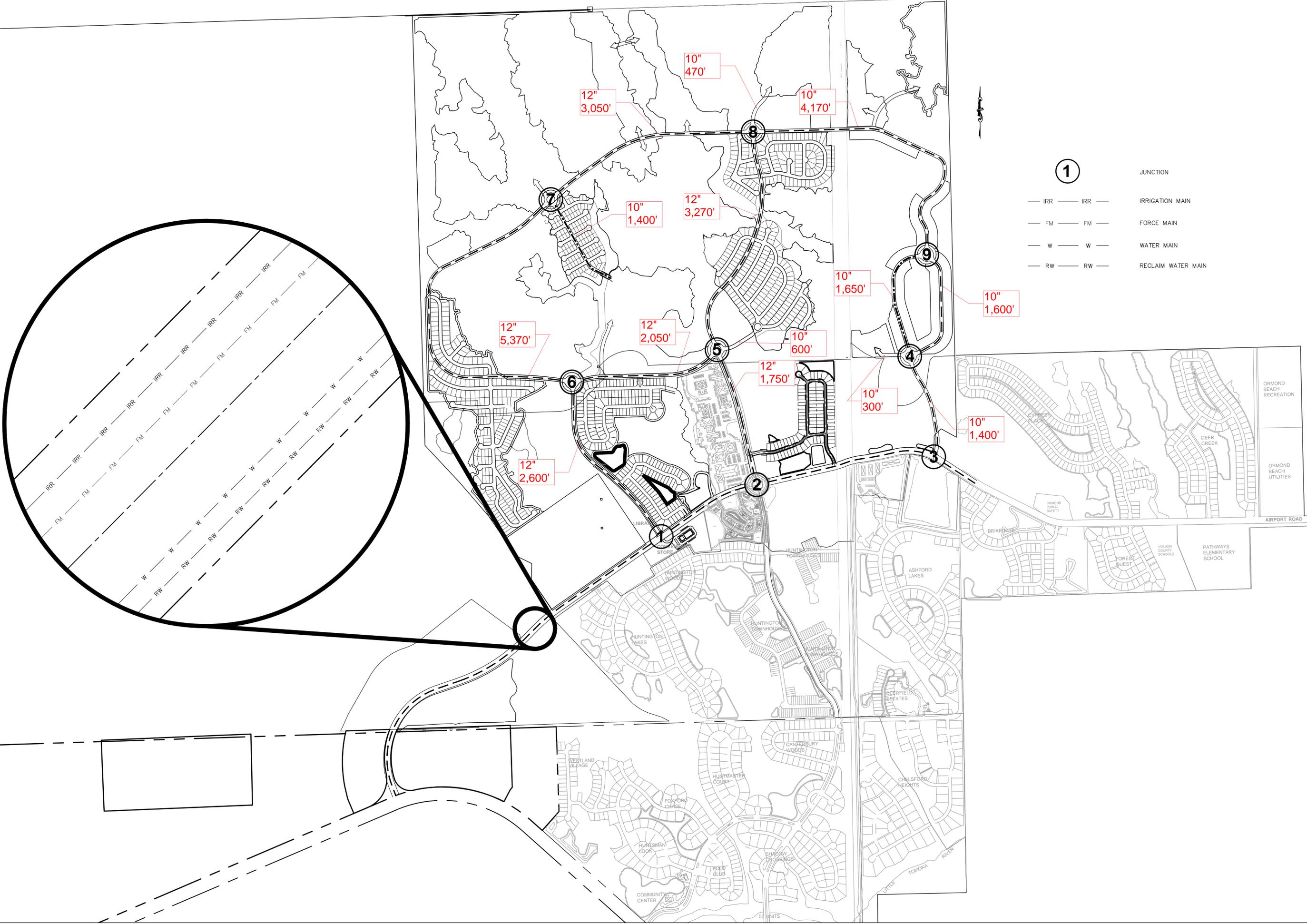
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 22, AND THE NORTH LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGES 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.61°08'07"W, ALONG THE NORTHERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 260.00 FEET; THENCE S.47°21'53"W, ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.02°07'41"W, ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, AND THE EXTENSION THEREOF, A DISTANCE OF 368.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100.00 FOOT RIGHT OF WAY) AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET; A CENTRAL ANGLE OF 26°07'42"; AND A CHORD BEARING AND DISTANCE OF N.75°20'40"W, 561.55 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 364.70 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF RESERVE TRACT PARCEL ONE AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421, AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.08°32'07"W, ALONG THE SAID WESTERLY LINE, A DISTANCE OF 696.59 FEET; THENCE LEAVING SAID WESTERLY LINE RUN N.81°07'46"W, A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTHEAST CORNER OF ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID NORTH LINE: N.81°07'46"W, A DISTANCE OF 144.82 FEET; THENCE S.74°34'58"W, A DISTANCE OF 33.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 79°41'55", AND A CHORD BEARING AND DISTANCE OF N.78°51'11"W, 96.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.32 FEET; THENCE N.53°49'02"W, A DISTANCE OF 91.08 FEET; THENCE S.70°28'41"W, A DISTANCE OF 70.21 FEET; THENCE N.86°22'52"W, A DISTANCE OF 269.72 FEET TO THE WEST LINE OF SAID ASHFORD LAKES ESTATES, AND A POINT ON THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGES 500 THROUGH 502 AND OFFICIAL RECORDS BOOK 38, PAGE 50, OF SAID PUBLIC RECORDS; THENCE S.01°00'33"E, ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES AND THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 710.61 FEET; THENCE LEAVING SAID LINE, N.88°59'53"W, A DISTANCE OF 236.00 FEET TO THE WEST LINE OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINETEEN COURSES AND DISTANCES ALONG SAID NORTH LINE: S.42°11'13"W, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGE 958 OF SAID PUBLIC RECORDS; THENCE N.77°27'43"W, A DISTANCE OF 32.00 FEET; THENCE N.75°59'46"W, A DISTANCE OF 50.00 FEET; THENCE N.83°48'47"W, A DISTANCE OF 34.36 FEET; THENCE S.75°24'56"W, A DISTANCE OF 47.26 FEET; THENCE N.22°59'03"W, A DISTANCE OF 39.23 FEET; THENCE N.77°27'43"W, A DISTANCE OF 147.86 FEET; THENCE S.66°49'01"W, A DISTANCE OF 52.00 FEET; THENCE N.75°59'46"W, A DISTANCE OF 113.43 FEET AND A CENTRAL ANGLE OF 32°55'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 80.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 105.62 FEET; THENCE N.80°07'52"W, A DISTANCE OF 27.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'22"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.96 FEET TO A POINT; THENCE S.87°36'40"W, A DISTANCE OF 107.41 FEET; THENCE N.48°40'37"W, A DISTANCE OF 60.51 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED AIRPORT ROAD; THENCE N.03°29'08"W, ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 367.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 08°34'48"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 214.02 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.32°30'56"E, A DISTANCE OF 237.95 FEET; THENCE N.14°13'40"E, A DISTANCE OF 37.65 FEET; THENCE N.04°03'35"W, A DISTANCE OF 82.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 101°14'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.85 FEET TO THE POINT OF TANGENCY; THENCE S.74°40'47"W, A DISTANCE OF 51.58 FEET TO THE AFOREMENTIONED AIRPORT ROAD RIGHT OF WAY AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; A CENTRAL ANGLE OF 71°2'43", AND A CHORD BEARING AND DISTANCE OF N.12°33'54"E, 22.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°58'32"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E, A DISTANCE OF 961.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 8°03'18"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 4210.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 13°15'07"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 5°11'49"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.52 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E, A DISTANCE OF 78.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 14°39'40"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.71 FEET TO THE POINT OF BEGINNING.

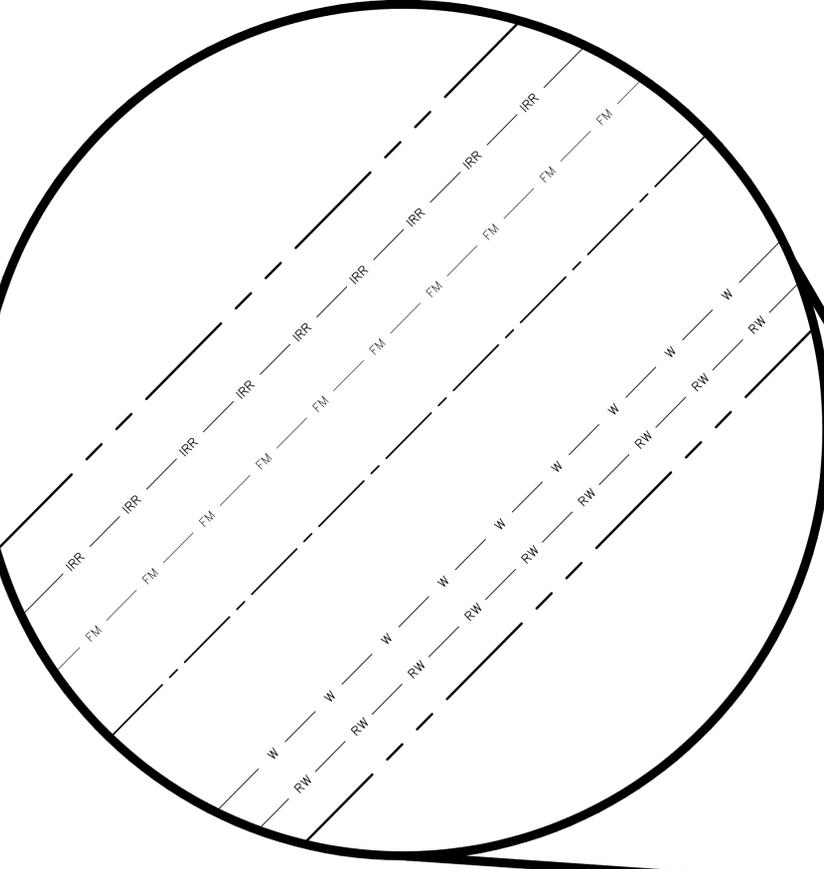
SAID PARCEL CONTAINS 1,796,232.02 SQUARE FEET, OR 41.24 ACRES MORE OR LESS.

TOTAL CDD LAND, PARCEL 1 AND PARCEL 2 TOGETHER: 42,012,125.43 SQUARE FEET OR 964.47 ACRES ±

HUNTER'S RIDGE MASTER PLAN
 FLAGLER COUNTY, FL.
 WATER MAIN EXHIBIT



- ① JUNCTION
- IRR — IRR — IRRIGATION MAIN
 - FM — FM — FORCE MAIN
 - W — W — WATER MAIN
 - RW — RW — RECLAIM WATER MAIN



NO.	DATE	REVISION	BY

DESIGNER	KAB	DRAWN BY	CTB
FILE	1610-1	PROJECT	1610-1
DATE	6-7-16	SCALE	1"=40'



HUNTER'S RIDGE MASTER PLAN
 FLAGLER COUNTY, FL.
 RECLAIM WATER MAIN EXHIBIT

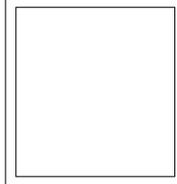


① JUNCTION

— IRR —	IRR	IRR	IRRIGATION MAIN
— FM —	FM	FM	FORCE MAIN
— W —	W	W	WATER MAIN
— RW —	RW	RW	RECLAIM WATER MAIN

NO.	DATE	REVISION	BY

DESIGNER	KAB	DRAWN BY	CTB
FILE	1610-1	PROJECT	1610-1
DATE	6-7-16	SCALE	1"=40'



HUNTER'S RIDGE MASTER PLAN
 FLAGLER COUNTY, FL.
 FORCE MAIN EXHIBIT



①

— IRR — IRR —	IRRIGATION MAIN
— FM — FM —	FORCE MAIN
— W — W —	WATER MAIN
— RW — RW —	RECLAIM WATER MAIN

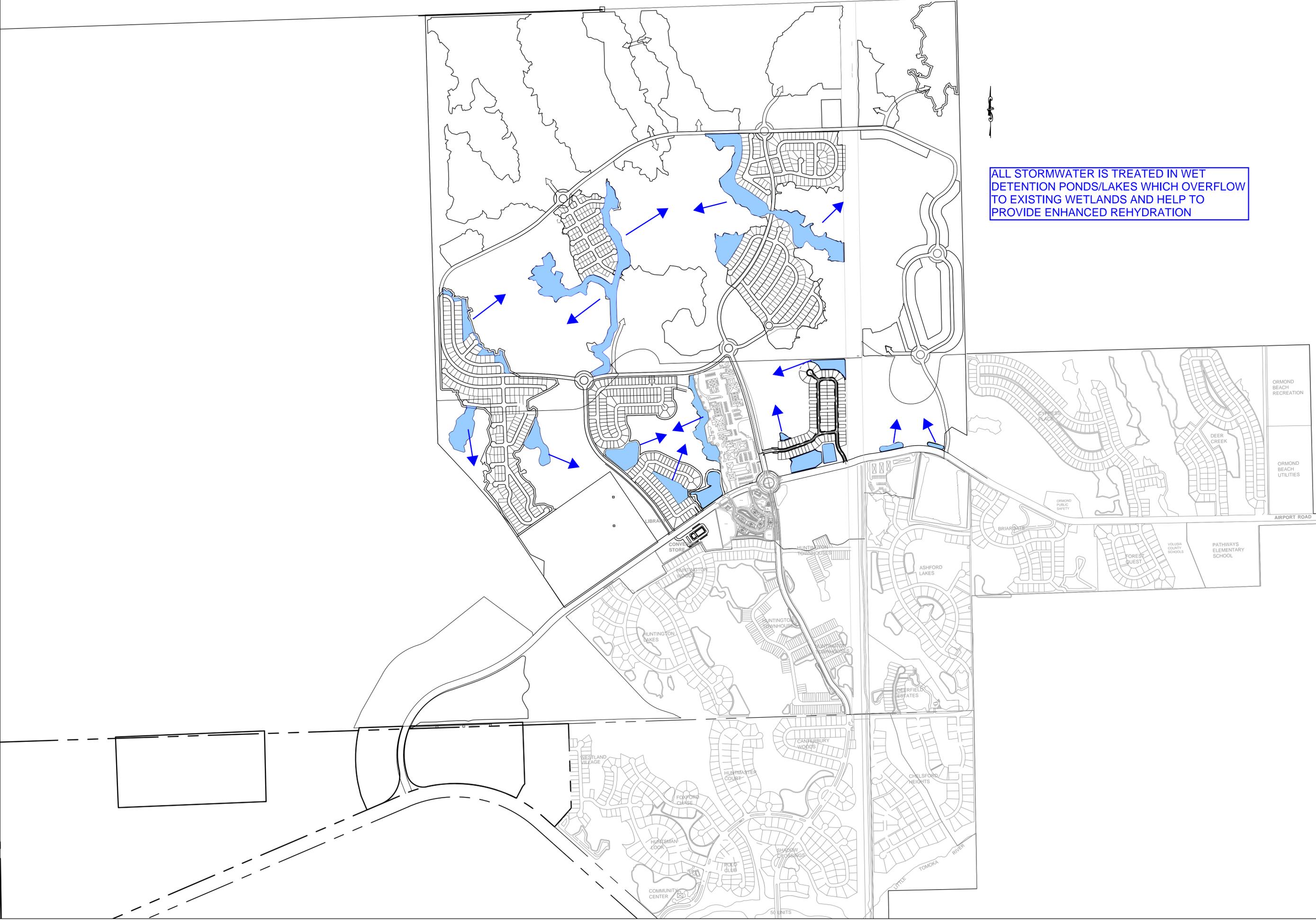
NO.	DATE	REVISION	BY

DESIGNER	KAB	DRAWN BY	CTB
FILE	1610-1	PROJECT	1610-1
DATE	6-7-16	SCALE	1"=40'



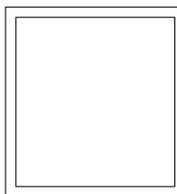
HUNTER'S RIDGE MASTER PLAN
 FLAGLER COUNTY, FL.
 STORM SEWER EXHIBIT

ALL STORMWATER IS TREATED IN WET DETENTION PONDS/LAKES WHICH OVERFLOW TO EXISTING WETLANDS AND HELP TO PROVIDE ENHANCED REHYDRATION



NO.	DATE	REVISION	BY

DESIGNER	KAB	DATE	6-7-16
DRAWN BY	CTB	PROJECT	16 10-1
		SCALE	1"=40'



HUNTER'S RIDGE OAKS CDD

ESTIMATED COSTS OF CONSTRUCTION	
CATEGORY	COST
Storm Water Management	\$4,921,228
Water	\$3,923,845
Sanitary Sewer	\$3,595,231
Reclaimed Water	\$2,976,053
Roadways	\$26,480,121
Internal Landscaping	\$693,311
Landscape Buffers	\$623,150
Wetland Mitigation	\$5,168,529
Total Estimated Project Costs	\$48,381,468

Exhibit 6

Zoning Map

FLAGLER COUNTY OFFICIAL ZONING MAP



1:25,000 Scale

One inch equals one mile
Map is presented for public information

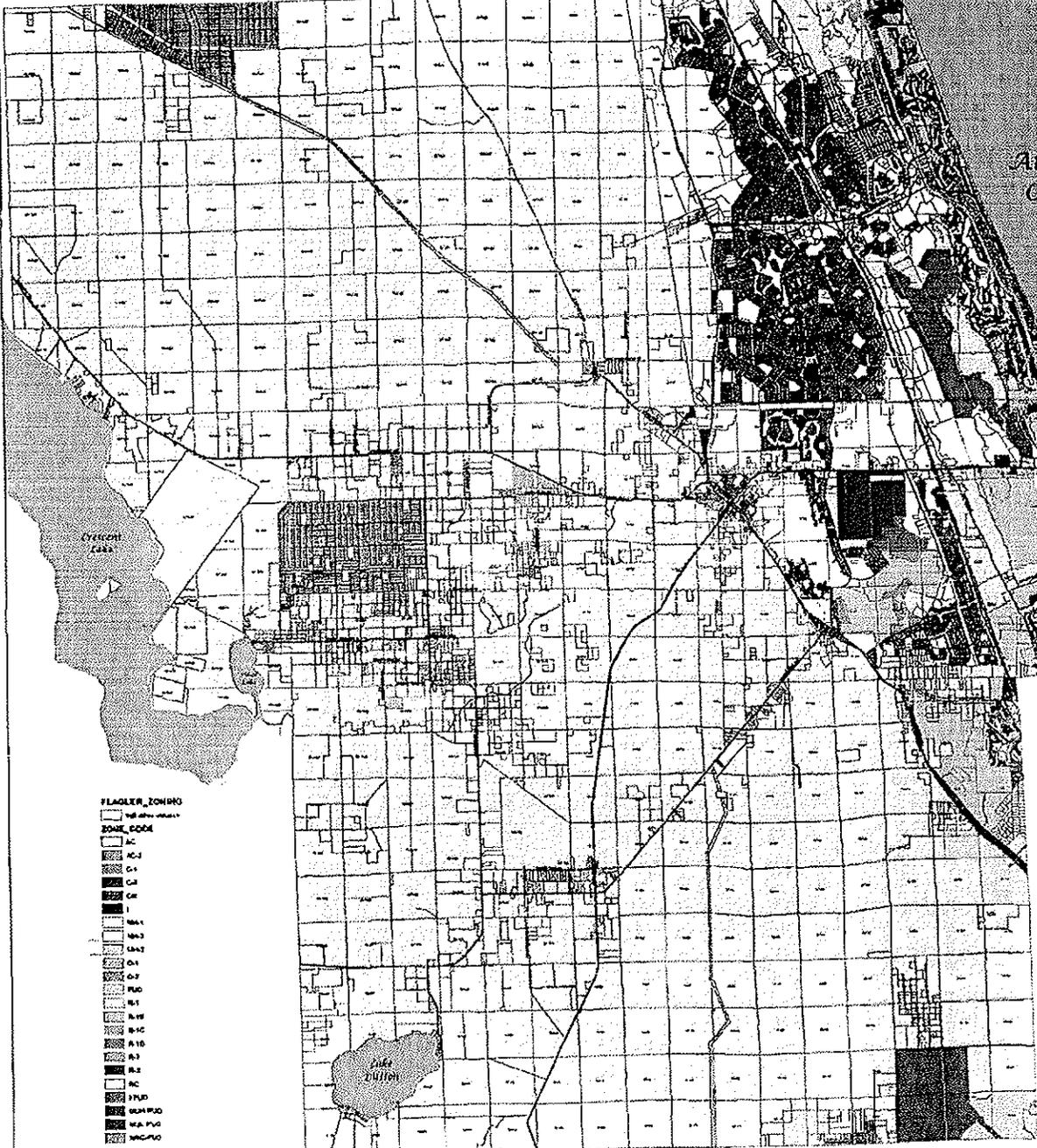
OFFICIAL ZONING MAP
OF THE FLORIDA PROPERTY DIVISION OF COUNTY COMMUNITIES



FILE # 10-2000-001-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 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997, 998, 999, 1000

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
BY _____ CLERK OF COUNTY COMMISSIONERS
DATE: _____ YEAR OF ADOPTION: _____

Atlantic
Ocean



FLAGLER_ZONING

Map shows zoning

ZONE CODE

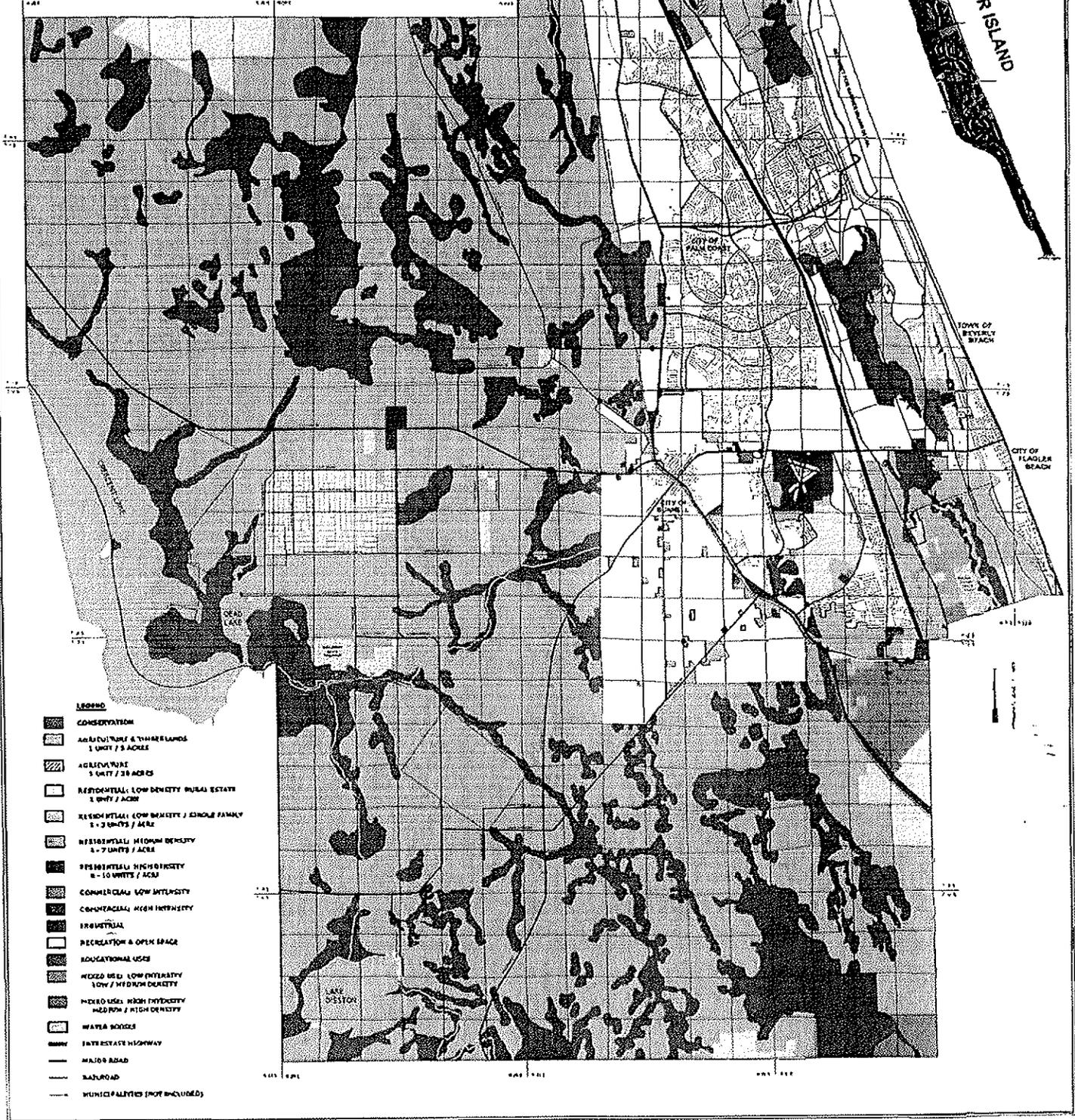
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Exhibit 7

Future Land Use Map

YEAR 2010 FLAGLER COUNTY FUTURE LAND USE

SOURCE: FLAGLER COUNTY PLANNING & ZONING DEPARTMENT
DECEMBER 15, 2008



HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1

Statement
of
Estimated Regulatory Costs

July 20, 2016



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Hunter's Ridge Oaks Community Development District No. 1 ("District"). The proposed District will comprise approximately 964.47 +/- acres of land located within unincorporated Flagler County, Florida (the "County") and is projected to contain 618 single-family detached, 532 villa and 476 apartment/townhome residential units, as well as 361,520 square feet of office/retail and 208,732 square feet of light industrial uses. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Hunter's Ridge Oaks Community Development District No. 1

The District is designed to provide public infrastructure, services, and facilities along with operations and maintenance of same to a master planned residential development currently anticipated to contain a total of 618 single-family detached, 532 villa and 476 apartment/townhome residential units, as well as 361,520 square feet of office/retail and 208,732 square feet of light industrial uses, all within the boundaries of the District.

A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, F.S., to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, construction, operating and maintaining public infrastructure for developments, such as Hunter's Ridge Oaks.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (2013), defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (Flagler County, according to Census 2010, has a population of 95,696; therefore, it is not defined as a small County for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**

- 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
- 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance establishing the District is anticipated to not have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District, however, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The sole reason for the establishment of the District is to provide public facilities and services to support the development of a new, master planned mixed-use development. The development of the approximately 964.47 +/- acre parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation.

Establishment of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District for private use. The provision of District's infrastructure and the subsequent development of the private land will generate private economic activity, private economic growth, private investment and employment, and job creation. The District will use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, will use private firms to operate and maintain such infrastructure/provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated 618 single-family detached, 532 villa and 476 apartment/townhome residential units, as well as 361,520 square feet of office/retail and 208,732 square feet of light industrial uses, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to

economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners under a "lowest responsive/responsible bid" method, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the County by virtue that the District will be one of many already existing similar districts within the State and also one of a few already existing similar districts in the County. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the County to offset any expenses that the County may incur in the processing of this petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and the likelihood of additional transaction costs, and all initial prospective buyers must have such additional transaction costs disclosed to them prior to sale, as required by State law and County ordinance establishing the District, such increases should be considered voluntary, self-imposed, and as a tradeoff for the

services and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated to not exceed \$10,000,000.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the ordinance.

The proposed District will serve land that comprises an approximately 964.47 +/- acre master planned mixed-use development currently anticipated to contain a total of 618 single-family detached, 532 villa and 476 apartment/townhome residential units, as well as 361,520 square feet of office/retail and 208,732 square feet of light industrial uses, although the development plan can change. Assuming an average density of 2.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 4,065 +/- and all of these residents, as well as the residential and nonresidential landowners which may total up to 50, will be affected by the ordinance. The County, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance establishing the District on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District as established on the proposed land, will encompass under 1,000 acres, therefore, Flagler County is the establishing entity under 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

Flagler County, Florida

The proposed land for the District is located within unincorporated Flagler County, Florida and consists of less than 1,000 acres. The County and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources, however, these costs incurred by the County will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the County may incur in the processing of this petition. Finally, the County already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities, which may be provided, are estimated to be approximately \$48,381,468. District may levy non-ad valorem special assessment (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Table 1

**HUNTER’S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1
Proposed Facilities and Services**

FACILITY	FUNDED	MAINTAINED	OWNERSHIP
Storm Water Management	CDD	CDD	CDD
Water	CDD	City of Ormond Beach	City of Ormond Beach
Sanitary Sewer	CDD	City of Ormond Beach	City of Ormond Beach
Reclaimed Water	CDD	City of Ormond Beach	City of Ormond Beach
Roadways	CDD	CDD	CDD
Internal Landscaping	CDD	CDD	CDD
Landscape Buffers/Security	CDD	CDD	CDD
Wetland Mitigation	CDD	Flagler County	Flagler County

Prospective future landowners in the development may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 2

**HUNTER’S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1
Estimated Costs of Construction**

CATEGORY	COST
Storm Water Management	\$4,921,228
Water	\$3,923,845
Sanitary Sewer	\$3,595,231
Reclaimed Water	\$2,976,053
Roadways	\$26,480,121
Internal Landscaping	\$693,311
Landscape Buffers/Security	\$623,150
Wetland Mitigation	\$5,168,529
Total Estimated Project Costs	\$48,381,468

A CDD provides the property owners with an alternative mechanism of providing public services, however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, County or its dependent districts, or County management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage

necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid certain types of its contracts. This affords small businesses the opportunity to bid on District work.

Flagler County has a population of 95,696 according to the Census 2010 conducted by the United States Census Bureau and is therefore not defined as a "small" county according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Hunter's Ridge Oaks Community Development District No. 1 is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to the independent CDD, the County could establish a dependent Special District for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent Special District is not the best alternative for providing public facilities and services to the Hunter's Ridge Oaks development. First, unlike a CDD, this alternative would require the County to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Hunter's Ridge Oaks development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other County responsibilities. By contrast, if the County were to establish and administer a dependent Special District, then the residents and landowners of the Hunter's Ridge Oaks development would take their grievances and desires to the County Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a County-established, dependent Special District is not strictly the

County's responsibility, any financial problems that a dependant Special District may have may reflect on the County. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital markets. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability.

8.0 A description of any regulatory alternatives submitted under Section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Hunter's Ridge Oaks Community Development District No. 1.

**APPENDIX A
LIST OF REPORTING REQUIREMENTS**

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 5 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	189.016	prior to end of current fiscal year
Public Depositor Report	280.17	annually by November 30

Exhibit 9

Authorization of Agent

AUTHORIZATION OF AGENT

I, Allan Feker, as Manager of US Capital Alliance, LLC., a Florida limited liability company hereby designate Craig Wrathell to act as agent for US Capital Alliance, LLC. with regard to any and all matters pertaining to the Petition to establish the Hunter's Ridge Oaks Community Development No. 1 pursuant to Chapter 190, Florida Statutes. This authorization shall remain in effect until revoked in writing.

US Capital Alliance, LLC.,
A Florida limited liability company

By: _____

Allan Feker, Manager

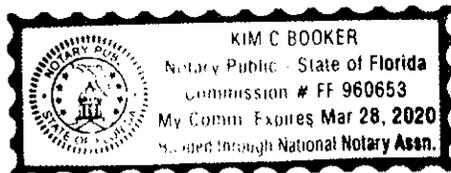
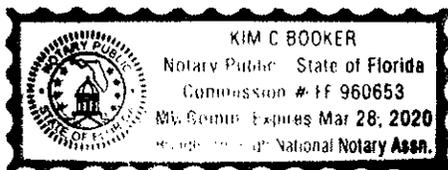
Date: 7-20-16

STATE OF FLORIDA

COUNTY OF VOLUSIA

I hereby certify that Allan Feker, as Manager of US Capital Alliance, LLC., a Florida limited liability company, acknowledged the foregoing instrument before me this 20 day of July 2016. Said person is personally known to me or has produced a valid driver's license as identification.

[SEAL]



[Signature]
Signature of Notary Public, State of Florida

Commission No. FF 960653

Commission expires: 3/28/20

ORDINANCE NO. 2016- ____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, ESTABLISHING THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2016); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; ADOPTING AN INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY AND THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, U.S Capital Alliance, LLC ("Petitioner"), having obtained written consent to the establishment of the District by the owners of 100 percent (100%) of the real property to be included in the District, petitioned the Flagler County Board of Commissioners (the "County") to adopt an ordinance establishing the Hunter's Ridge Oaks Community Development District No. 1 (the "District") pursuant to Chapter 190, Florida Statutes (2016); and

WHEREAS, the Petitioner is a Florida Limited Liability Corporation, authorized to conduct business in the State of Florida whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the County on December 5, 2016; and

WHEREAS, upon consideration of the record established at that hearing, the County finds as follows:

- (1) The statements within the Petition were true and correct; and
- (2) The petition is complete in that it meets the requirements of Section 190.005(1)(a), Florida Statutes (2016); and
- (3) The appropriate County staff have reviewed the petition for the establishment of the District on the proposed land and have advised the Board of County Commissioners that said petition is complete and sufficient; and

- (4) Establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the Flagler County Comprehensive Plan or the state comprehensive plan; and
- (5) The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as a functionally interrelated community; and
- (6) The District is the best alternative available for delivering community development services and facilities to the area served by the District; and
- (7) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (8) The area that will be served by the District is amenable to separate special-district governance; and

WHEREAS, the establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the petition; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, the Petitioner has requested the County consent to the exercise of the special powers granted by Section 190.012(2)(a) and (d), Florida Statutes (2016), as may be limited by interlocal agreement between the County and District; and

WHEREAS, upon the effective date of this establishing Ordinance, the Hunter's Ridge Oaks Community Development District No. 1, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by law, and has the right to seek consent from the County Commission for the grant of authorization to exercise special powers in accordance with, and granted by, Section 190.012(2), Florida Statutes (2016), without question as to the District's establishment and its continued rights, authority and power to exercise its limited powers under law; and

WHEREAS, public notice of this action has been provided in accordance with Section 190.005(1)(d), Florida Statutes (2016).

NOW, THEREFORE, BE IT ORDAINED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. TITLE. This Ordinance shall be known and may be cited as the "Hunter's Ridge Oaks Community Development District No. 1 Establishment Ordinance."

Section 2. FINDINGS. The above recitals are adopted as findings of fact in support of this Ordinance.

Section 3. AUTHORITY. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2016).

Section 4. CREATION OF DISTRICT; DISTRICT NAME. The petition filed to create the Hunter's Ridge Oaks Community Development District No. 1 is hereby granted and there is hereby created a community development district situated entirely within unincorporated Flagler County, Florida, which District shall be known as the "Hunter's Ridge Oaks Community Development District No. 1" and shall operate in accordance with the Uniform Community Development District Act as set forth in Chapter 190, Florida Statutes (2016), this Ordinance, and the Interlocal Agreement attached hereto as Exhibit "B", which is hereby incorporated by this reference as if set forth in full herein.

Section 5. EXTERNAL BOUNDARIES OF THE DISTRICT. Encompassing approximately 964.47 acres, the external boundaries of the District are described in Exhibit "A" attached hereto.

Section 6. FUNCTIONS AND POWERS. The District is limited to the performance of those powers and functions as described in Chapter 190, Florida Statutes (2016) including the special powers as set forth in Section 190.012(2)(a) and (d), Florida Statutes (2016), as may be limited by interlocal agreement between the parties. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all Flagler County ordinances and policies governing land planning and permitting of the development to be served by the District. The District shall not have any zoning or permitting powers governing land development or the use of land. No debt or obligation of the District shall constitute a burden on any local general purpose government.

Section 7. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Kimberly Buck, P.E., 880 Airport Road, Suite 113, Ormond Beach, Florida 32174; Tonya Griffin, 2499 Durrance Lane, Ormond Beach, Florida 32174; Wayne Griffin, 2499 Durrance Lane, Ormond Beach, Florida 32174; Joe Brinson, 880 Airport Road, Suite 113, Ormond Beach, Florida 32174; Sydney Booker, 1019 Town Center Drive, Orange City, Florida 32763;. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

Section 8. SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal,

invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue to remain in full force and effect provided that the illegal, invalid, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

Section 9. INTERLOCAL AGREEMENT. Failure of the District to adopt the Interlocal Agreement between Flagler County and the Hunter's Ridge Oaks Community Development District No. 1, in the form attached hereto as Exhibit "B" within ninety (90) days of the Effective Date of this Ordinance, may result in a repeal of this Ordinance by the County Commission without further notice. Once approval of the Interlocal Agreement is secured, the Interlocal Agreement shall be recorded in the Official Records of Flagler County, Florida, at the District's expense, to indicate fulfillment of this obligation.

Section 9. EFFECTIVE DATE

This Ordinance shall take effect on the date signed below.

**Remainder of page intentionally blank
Signature page to follow**

**PASSED AND GRANTED BY THE BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA THIS 5TH DAY OF DECEMBER, 2016.**

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

**By: _____
Nate McLaughlin, Chair**

ATTEST:

Approved as to Form:

**By: _____
Gail Wadsworth, Clerk of the
Circuit Court and Comptroller**

**_____
Albert J. Hadeed, County Attorney**

Exhibit "A"/Legal Description

EXHIBIT "B"/ CDD and BCC INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT
BETWEEN FLAGLER COUNTY, FLORIDA AND
THE HUNTER’S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO.1**

THIS INTERLOCAL AGREEMENT, is entered into by and between Flagler County, Florida, a political subdivision of the State of Florida (the “County”), and the Hunter’s Ridge Oaks Community Development District No. 1 (the “District”), a local unit of special purpose government created pursuant to the provisions of Chapter 190, Florida Statutes.

RECITALS:

WHEREAS, U.S. Capital Alliance, LLC., a Florida limited liability company (the “Petitioner”) , as fee simple owner of real property located in Flagler County, Florida more particularly described on Exhibit “A” hereto and incorporated herein by this reference (the “Property”), did file with the County on August 11, 2016, a petition (the “Petition”) pursuant to the Community Development District Act (as defined herein) to establish the Hunter’s Ridge Oaks Community Development District No. 1; and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Flagler County (the County Commission), on December 5, 2016, granted the Petition; and

WHEREAS, on December 5, 2016 concurrent with the action of the County Commission granting the Petition, the County Commission enacted an Ordinance (the “Ordinance”) establishing the Hunter’s Ridge Oaks Community Development District No. 1 (the “District”); and

WHEREAS, the District consists of the portion of the Property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District is an independent special district and a local unit of special purpose government which is created pursuant to the District Act (defined herein), and is limited to the performance of those specialized functions authorized by the District Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the District Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the District Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section 190.012(1), Florida Statutes, for which the District may impose, levy and collect non ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with the District Act, the County has expressed in the Ordinance its consent to the District having additional powers to plan, establish, acquire, construct, or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(2)(a) and (d), Florida Statutes, for which the District may impose, levy and collect non ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District Board (defined herein), after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to: (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District’s boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the District Board for its ensuing fiscal year, (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing, (iv) provide for the assumption of maintenance responsibility for internal roadways, stormwater management ponds, street lighting and lift stations, and (v) provide for caps on the imposition of Capital Assessments, all as further described herein; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” (the “Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County and the District find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers and liabilities of each of the governmental bodies.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I – INTRODUCTION

Section 1.01 Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the District Act, and other applicable provisions of the law.

Section 1.02 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03 Authority to Contract. The execution of this Interlocal Agreement has been authorized by the appropriate body or official(s) of the County and the District, each party has complied

with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04 Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

“District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

“Capital Assessments” mean an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the District Act, respectively.

“District Act” means the “Uniform Community Development District Act of 1980” codified in Chapter 190, Florida Statutes, as amended from time to time.

“Parcel” means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector of Flagler County.

ARTICLE II – DISTRICT POWERS

Section 2.01. Exercise of Powers.

A. Powers. The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the District Act, including but not limited to, the general powers and special powers set forth in Sections 190.011 and 190.012(1), Florida Statutes.

B. Additional Powers. The District petitioned the County Commission for consent to exercise one or more of the special powers granted in Section 190.012(2)(a) and (d), Florida Statutes. The County consents to the exercise of the special powers granted by Section 190.012(2)(a) and (d), Florida Statutes (2016), as may be limited by this agreement between the County and District.

C. Acknowledgement of Powers. The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b) and (c), Florida Statutes, and the District agrees that it will not provide such improvements or services, nor collect assessments thereof without the prior approval and amendment to the Ordinance by the County Commission.

ARTICLE III – ENHANCED DISCLOSURE AND NOTICE

Section 3.01 Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.009, 190.048 and 190.0485, Florida Statutes, the District Board hereby agrees to have executed and filed in the Official Records of Flagler County a “Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments” in substantially the form attached hereto as Exhibit “B”. Such Declaration is intended to

inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

Section 3.02. Notice of the District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), Florida Statutes, the District hereby agrees to provide once a year to each landowner in the District direct notice of the District’s adopted schedule of meetings of the District Board for the ensuing fiscal year, which notice shall designate the date, time and place of each of the scheduled meetings. The notice shall be sent by U.S. mail to each landowner within the District at their last known mailing address according to the owner information on record with the Flagler County Tax Collector for the respective parcel as of the date of such notice.

Section 3.03. Notice of Annual Budget Hearing. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to provide to each landowner in the District direct notice of the District’s annual budget hearing, which notice shall designate the date, time, and place of the public hearing. The notice shall be sent by U.S. mail to each landowner within the District at their last known mailing address according to the owner information on record with the Flagler County Tax Collector for the respective parcel as of the date of such notice.

ARTICLE IV – MAINTENANCE OBLIGATIONS

Section 4.01. Internal Roadways, Stormwater Management Ponds, Street lighting and Lift Stations. The District hereby agrees to assume maintenance responsibility for any internal roadways, common areas, stormwater management ponds, street lighting and lift stations which are planned, platted and/or constructed within the District boundaries. All roads shall be open to the public, but may be gated as a traffic control measure. The parties acknowledge that roadways within a portion of the District, have previously been accepted for maintenance by the Hunters Ridge Homeowners Association of East Florida, Inc. (the “HOA”). However, the County and the District desire for the maintenance responsibilities to be assumed by the District. The District agrees to enter into an agreement with the HOA to address the maintenance obligations of the District and the HOA in a form substantially similar to Exhibit “C” attached hereto. The agreement with the HOA shall be entered into within ninety (90) days of the Effective Date of the Ordinance.

ARTICLE V – ASSESSMENTS ON COUNTY PROPERTY

Section 5.01. The District shall not impose, levy, certify or otherwise seek to encumber or collect special assessments, non ad valorem assessments, maintenance assessments or taxes of any kind for property which is owned , or may be owned in the future, by the County, regardless of the uses to which the property is put.

ARTICLE VI – CAPITAL ASSESSMENTS

Section 6.01 Imposition of Capital Assessments. The District has the right to impose Capital Assessments on Parcel Owners pursuant to the District Act, for the purpose of repaying bonds issued (and related expenses) to finance the Improvements.

Section 6.02. Budget. The County has received and reviewed the financial documents and all information relating to the improvements to be made within the boundaries of the District. The County and the District agree, based on the information provided in the Petition, on the financial needs and estimated budget of the District for construction of anticipated improvements.

Section 6.03. Limit on Capital Assessments. The District shall not impose annual Capital Assessments on any Parcel identified below in excess of the following limits and, if more than one Capital Assessment is imposed on Parcels within the District, no one annual Capital Assessment shall be increased to the extent that it would cause the total of all Capital Assessments for a Parcel in any given year to exceed the following limits:

	<u>Lot Size</u>	<u>Maximum Assessment</u>
A.	Single family lot	\$2500.00
B.	Multifamily (per unit)	\$1500.00

These amounts are exclusive of operation and maintenance assessments which may be imposed by the District and any assessments imposed by a homeowners' association. These amounts are also net of the statutory discount and collection costs using the Uniform Method of Collection pursuant to Chapter 197, Florida Statutes.

Section 6.04. Additional or Increased Capital Assessments. Notwithstanding the above, the District may impose additional or increased Capital Assessments on a Parcel beyond the limitations listed in the previous paragraph if the County agrees to such increase. The County agrees to consider any request of the District to increase the Capital Assessments; provided, however, the County is under no obligation to consent to such increases. The following are examples, not intended to be exhaustive, where the District may request the County to reconsider such limitations:

(a) **Force Majeure.** In a Force Majeure circumstance for: (i) the cost of repairing/or replacing any damaged Improvement on the Property where the amount of insurance proceeds received are insufficient to satisfy the costs of such repair, or (ii) the cost of completing initial construction of an improvement where an event of Force Majeure affects construction (either by delaying completion or increasing the costs of completion) of the improvement. In either event, the District may impose additional Capital Assessments on Parcel Owners in accordance with the apportionment methodology established in the financial documents; provided, however, such costs are normal and customary to the local area where the Property is located;

(b) **Excessive costs.** If the actual costs associated with the construction of any Improvement to the Property exceed the estimated costs for such Improvements; or

(c) Additional Improvements. If the District decides to construct additional improvements not originally contemplated by the documentation supporting the Petition for Establishment provided to and approved by the County.

Section 6.05. Other Assessments. This Article applies to Capital Assessments for the improvements and shall not affect the District's right to impose ad valorem taxes, or operation and maintenance assessments on any Parcel. Except to the extent limited by Section 6.03, Article VI shall not affect the District's right to impose liens as provided by Florida Statutes.

Article VII – Miscellaneous Provisions

Section 7.01. Notices. Any notices or reports required or allowed by this Agreement shall be in writing and be deemed delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the united States mail, postage prepaid, addressed to a party at the address set forth opposite the party's name below, or at such other address as the part shall have specified by written notice to the other party delivered in accordance herewith.

For the County: County Administrator
1769 East Moody Blvd., Bldg. 2
Bunnell, Florida 32110

With a copy to: Albert J. Hadeed, Esquire
1769 East Moody Blvd., Bldg. 2
Bunnell, Florida 32110

For the District: Wrathell Hunt & Associates, LLC
District Manager
6131 Lyons Road
Coconut Creek, FL 33073

With copy to: Booker & Associates, P.A..
District Counsel
1019 Town Center Drive, Suite 201
Orange City, FL 32763

Section 7.02. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 7.03. Effective Date. This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its recordation in the Public Records of Flagler County.

Section 7.04. Governing Law and Venue. The exclusive venue for enforcement or interpretation of this Agreement is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

Section 7.05. Non-Waiver. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 7.06. Severability. If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 7.07. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties.

Section 7.08. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 7.09. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

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APPROVED by Flagler County this 5th day of December, 2016.

**FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Nate McLaughlin, Chairman

ATTEST:

APPROVED AS TO FORM:

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

Al Hadeed,
County Attorney

APPROVED by the District Board this _____ day of _____, 2016.

WITNESSES:

HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT
DISTRICT NO. 1, a local
unit of special purpose government established
pursuant to Chapter 190, Fla. Stat.

Signature

Print Name

Signature

Print Name

By: _____

Name: _____

Its: Chairman

Exhibit A. Property Boundary

Exhibit B. Enhanced Disclosure of District and Assessments.

PROPOSED FORM

(ACTUAL FORM WILL BE PREPARED BY BOND COUNSEL UPON ISSUANCE OF BONDS)

**DECLARATION OF CONSENT TO JURISDICTION OF
COMMUNITY DEVELOPMENT DISTRICT AND**

TO IMPOSITION OF SPECIAL ASSESSMENT

The undersigned, authorized officers of US Capital Alliance, LLC. (the "Landowner") and the sole owner of land described in Attachment 1 hereto (the "Property") and located within the boundaries of the District (hereinafter defined) intending that it and its successors in interest shall be legally bound by this Declaration, hereby declares; acknowledges and agrees as follows:

1. Hunter's Ridge Oaks Community Development District No. 1 (the "District") is, and has been at all times relevant hereto, a legally created, duly organized, and validly existing community development district under the provisions of Florida Statutes, Chapter 190, and Ordinance No. _____ enacted by the Board of County Commissioners of Flagler County, Florida on _____. The members of the Board of Supervisors of the District (the "Supervisors") and officers as constituted to and including the date of this Declaration were duly elected to their respective positions in accordance with all requirements of Federal and Florida law including the Constitution of the United States of America and of the State of Florida and has the authority and right to authorize, approve and undertake all actions of the District referred to herein.
2. The Landowner, its heirs, successors and assigns hereby confirm and agree that the special assessments imposed by the District pursuant to Resolution 2016- _____ (collectively, the "Assessment Proceedings") including any true up payments required to be paid pursuant to the adopted and approved assessment methodology, are valid, legal binding liens against the Land, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims until paid. The Landowner acknowledges and agrees that it was present at the meeting of the Board of Supervisors upon the adoption of the foregoing Resolution, that such meetings were properly noticed meetings of such Board, and further that it does hereby waive any irregularity in any notice which could be asserted as being applicable under provisions of Florida law in connection with the adoption of such Resolution.
3. The Landowner, its heirs, successors and assigns, hereby waive the right granted in Chapter 170.09, Florida Statutes to prepay the special assessments within thirty (30) days after the improvements are completed without interest, in consideration of limiting the amount of capitalized interest which was required to be borrowed by the District, thereby reducing the amount of the special assessments and in consideration of the rights granted by the District to prepay the special assessments in full at any time under the circumstances set forth in this resolution of the District levying the special assessments.

THE DECLARATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN ATTACHEMENT 1 HERETO AND SHALL BE BINDING ON PROPERTIES AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE STOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDIDTY, LEGALITY, AND ENFORCEABILITY OF THIS DECLARATION OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.

Dated this ____ day of _____ 2016.

WITNESSES:

OWNER

By: _____

Name: _____

Name: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2016, by _____. He/she is personally known to me or has provided a valid driver's license as identification.

Notary Public; State of Florida

Print name: _____

My commission expires: _____

My commission No. _____

Exhibit C. Draft Agreement between District and HOA.

INFRASTRUCTURE MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between the **Hunter's Ridge Oaks Community Development District No. 1**, an independent unit of special purpose government established under Fla. Stat. §190, et seq., (the "CDD") and the **Hunter's Ridge Homeowner's Association of East Florida, Inc.**, a Florida non-profit corporation, (the "HOA") for the purposes set forth herein.

Statement of Purpose

The Hunter's Ridge development covers property that is in the general governmental jurisdiction of both Volusia and Flagler County. The portions of Hunter's Ridge in Volusia County were developed with public infrastructure that is owned and maintained by the City of Ormond Beach, Florida. Costs associated with the ownership and maintenance of portions public infrastructure associated with the Flagler County portions of the Hunter's Ridge project are an undue burden on the HOA. The CDD was established by Flagler County to finance and maintain public infrastructure that supports development of the real property located within the CDD's boundary. Portions of the public infrastructure that benefits the property within the CDD's boundary are currently maintained by the HOA and the parties' desire, through this Agreement, to establish a clear understanding of their respective costs and obligations relating to such public infrastructure.

1. **Incorporation of Statement of Purpose** – The Statement of Purpose is incorporated as part of this Agreement.
2. **Installation and Maintenance of Public Infrastructure Located within the CDD Boundary** – The CDD shall have primary responsibility for the costs associated with installing and maintaining the public infrastructure located within its boundaries (the "CDD Infrastructure"). The final public infrastructure to be financed, installed and maintained by or on behalf of the CDD will be established through the CDD's adoption of a capital improvement plan. The preliminary CDD Infrastructure is identified in the Statement of Estimated Regulatory Expenses attached as Exhibit A. It is the specific intent of the CDD and HOA that none of the costs associated with maintenance of the CDD Infrastructure will be borne by the HOA.
3. **Apportionment of Maintenance Costs for Flagler County Public Infrastructure Located Outside the CDD Boundary and within CDD Boundary** – Portions of the infrastructure located outside of the proposed CDD boundary and identified on attached Exhibit B is currently maintained by the HOA (the "Flagler Infrastructure"). The CDD and HOA agree that the cost of maintaining Airport Road between Hunter's Ridge Boulevard and the westerly intersection of Airport Road and the Volusia/Flagler County line, including associated street lighting, will be borne by the CDD. The CDD and HOA further agree that the costs associated with the ongoing maintenance of the Flagler Infrastructure, excluding the Airport Road section referenced in the previous sentence, should be apportioned among the property that is developed in Flagler County as a part of the overall development of Hunter's Ridge.

The CDD shall pay its pro-rata share of those costs, as determined by the ratio of the total number of lots located within the CDD to the overall number of lots approved for the Flagler County portion of the Hunter's Ridge development.

- a. *Method of Payment.* The HOA will present the CDD with periodic invoices for the costs it has incurred in connection with the maintenance of the Flagler Infrastructure. Within thirty (30) days of receipt of the invoices, the CDD will submit payment of its pro-rata share of the maintenance costs for the Flagler Infrastructure to the HOA.
- b. *Cooperation Regarding Apportionment of Future Maintenance Costs.* The CDD and HOA shall review and evaluate the pro-rata apportionment of the maintenance costs associated with the Flagler Infrastructure on or before June 30 of each year so that any adjusted maintenance costs can be included in the CDD's maintenance budget for the new fiscal year.

4. **Miscellaneous Provisions –**

- a. *Notice.* All notices required or permitted under this Agreement shall be in writing and hand-delivered or mailed to the following parties:

For the Hunter's Ridge HOA:

HOA President
100 Shadow Crossing Blvd.
Ormond Beach, FL 32174-2514

With Copies to:

Wright, Casey & Stowers
44 W. Granada Blvd.
Ormond Beach, FL 32174

For the Hunter's Ridge Oaks CDD No. 1:

Hunter's Ridge Oaks CDD No. 1
District Manager
Wrathell Hunt & Associates, LLC
6131 Lyons Rd.
Coconut Creek, FL 33073

With Copies to:

Booker & Associates, P.A.
District Counsel
1019 Town Center Dr.
Suite 201
Orange City 32763

- b. *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the CDD, the HOA and their respective successors and assigns.
- c. *Effective Date.* This Agreement shall become effective after its execution by the authorized representatives of both parties.
- d. *Governing Law and Venue.* The exclusive venue for enforcement or interpretation of this Agreement is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

- e. *Non-Waiver.* The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.
- f. *Severability.* If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- g. *Entire Agreement.* This Agreement contains all the terms and conditions agreed upon by the parties.
- h. *Construction.* This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

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IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

WITNESSES:

HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1, a local unit of special purpose government established pursuant to Chapter 190, Fla. Stat.

Signature

By: _____

Print Name

Its: Chairman

Signature

Print Name

Date: _____

STATE OF FLORIDA

COUNTY OF FLAGLER

Sworn to and subscribed before me this ____ day of _____, 2016, by _____, as Chairman of the Hunter's Ridge Oaks Community Development District #1. He / She is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No. _____

WITNESSES:

HUNTER'S RIDGE HOMEOWNER'S
ASSOCIATION of EAST FLORIDA, a Florida
non-profit corporation

Signature

Print Name

Signature

By: _____

Its: President

Print Name

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to and subscribed before me this ____ day of _____, 2016, by
_____, as President of the Hunter's Ridge Homeowner's Association of East Florida,
Inc., a Florida corporation. He / She is personally known to me or has produced a valid driver's
license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No. _____

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM #25

SUBJECT: **QUASI-JUDICIAL** – Application #3047 – Application for Review in the PUD (Planned Unit Development) District for an Amendment to an Approved PUD Site Development Plan for the Hunter's Ridge Office Park Phase 1 PUD; Parcel Number: 22-14-31-0000-01010-0120; Owner: U.S. Capital HR, LLC; Applicant: Kimberly A. Buck, P.E., Alann Engineering Group, Inc.

DATE OF MEETING: December 5, 2016

OVERVIEW/SUMMARY: This request is quasi-judicial in nature (not legislative) and does require disclosure of ex parte communication. The above-captioned request was noticed for public hearing at the Board's December 5, 2016 regular meeting, following the Planning and Development Board's hearing on Tuesday, November 8, 2016; the Planning and Development Board recommended approval of the requested amendment. However, because of the condition placed on this application by the Board of County Commissioners as part of the September 7, 2016 request to extend the schedule and expiration date for this PUD linking the approval of this amendment not to occur until or in conjunction with the dedication and recording of the Airport Road Extension Final Plat, this request to amend the Hunter's Ridge Office Park Phase 1 PUD cannot proceed to the Board for consideration at this time. There are a few remaining issues related to the title and dedications for the Airport Road Extension Final Plat that were not completed prior to this meeting, but are expected to be resolved before the December 19, 2016 Board of County Commissioners meeting.

Staff requests that this item not be heard at the December 5, 2016 regular meeting, with the Board continuing the public hearing to a time and date certain – the Board's December 19, 2016 regular meeting at 5:30 p.m. – so as to preserve public notice. As has been the Board's policy in the past, the Board may request public comment from the public who had received public notice, who are in attendance at the December 5th meeting, and who wish to provide their comments for the public record; however, members of the public attending the December 5th meeting should be generally discouraged from providing their comments at this meeting since the applicant will not be present and no response to any comments received will be provided.

DEPT./CONTACT/PHONE #: Planning & Zoning / Adam Mengel / 386-313-4065

RECOMMENDATION: Request the Board open and continue the public hearing for the amendment to the PUD Site Development Plan for the Hunter's Ridge Office Park Phase 1 PUD to the Board's December 19, 2016 regular meeting at 5:30 p.m.



Craig M. Coffey, County Administrator



Date

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM #26**

SUBJECT: QUASI-JUDICIAL – Application #3046 – Application for Review in the PUD (Planned Unit Development) District for an Amendment to an Approved PUD Site Development Plan for the Hunter's Ridge Temporary RV Storage PUD; Parcel Number: 22-14-31-0000-01010-0110; Owner: U.S. Capital Alliance, LLC; Applicant: Kimberly A. Buck, P.E., Alann Engineering Group, Inc.

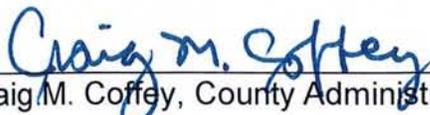
DATE OF MEETING: December 5, 2016

OVERVIEW/SUMMARY: This request is quasi-judicial in nature (not legislative) and does require disclosure of ex parte communication. The above-captioned request was noticed for public hearing at the Board's December 5, 2016 regular meeting, following the Planning and Development Board's hearing on Tuesday, November 8, 2016; the Planning and Development Board recommended approval of the requested amendment. However, because of the condition placed on this application by the Board of County Commissioners as part of the September 7, 2016 request to extend the schedule and expiration date for this PUD linking the approval of this amendment not to occur until or in conjunction with the dedication and recording of the Airport Road Extension Final Plat, this request to amend the Hunter's Ridge Temporary RV Storage PUD cannot proceed to the Board for consideration at this time. There are a few remaining issues related to the title and dedications for the Airport Road Extension Final Plat that were not completed prior to this meeting, but are expected to be resolved before the December 19, 2016 Board of County Commissioners meeting.

Staff requests that this item not be heard at the December 5, 2016 regular meeting, with the Board continuing the public hearing to a time and date certain – the Board's December 19, 2016 regular meeting at 5:30 p.m. – so as to preserve public notice. As has been the Board's policy in the past, the Board may request public comment from the public who had received public notice, who are in attendance at the December 5th meeting, and who wish to provide their comments for the public record; however, members of the public attending the December 5th meeting should be generally discouraged from providing their comments at this meeting since the applicant will not be present and no response to any comments received will be provided.

DEPT./CONTACT/PHONE #: Planning & Zoning / Adam Mengel / 386-313-4065

RECOMMENDATION: Request the Board open and continue the public hearing for the amendment to the PUD Site Development Plan for the Hunter's Ridge Temporary RV Storage PUD to the Board's December 19, 2016 regular meeting at 5:30 p.m.



Craig M. Coffey, County Administrator



Date

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 27**

SUBJECT: QUASI-JUDICIAL – Consideration of an Order to Rescind Notice of Noncompliance Pursuant to Florida Statute 380.06 for Hunter's Ridge Development of Regional Impact (DRI)

DATE OF MEETING: December 5, 2016

OVERVIEW/SUMMARY: As the Board may be aware, development within the majority of the Hunter's Ridge Development of Regional Impact (DRI) has been suspended for several years due to the County's determination that the Hunters Ridge Project was not in compliance with the requirements set forth in the DRI Development Order (D.O.) for the project. The areas of noncompliance were set forth in the *Notice of Noncompliance Pursuant to Florida Statute 380.06* as approved by the Board of County Commissioners on August 20, 2012 and recorded at Official Records Book 1888, Page 1208, Public Records of Flagler County, Florida. Over the past several months, representatives of the master developer have been meeting with County staff to work through the noncompliance issues. Through these meetings, a series of Agreements and legal instruments have been developed to resolve the noncompliance issues. Execution of these Agreements and legal instruments and recording of these respective documents in the public records will resolve the noncompliance issues. Once the noncompliance issues are fully resolved, the County will then record the Order Rescinding the Notice of Noncompliance Pursuant to Florida Statute 380.06. A draft of the rescinding order is attached for the Board's approval as to form and substantial completeness, as is also the case for each of the attached Agreements and legal instruments.

A detailed analysis of each of the noncompliance issues is provided in the attached Technical Staff Report. Public notice of this public hearing has been provided consistent with Section 2.07.00 of the Flagler County Land Development Code and Section 380.06, Florida Statutes, through first-class mailed notice provided to each parcel owner of record located within the Flagler County portion of the Hunter's Ridge DRI.

DEPT./CONTACT/PHONE #: Planning & Zoning, Adam Mengel (386) 313-4065

RECOMMENDATION: Request the Board: 1) approve the Order to Rescind the Notice of Noncompliance Pursuant to Florida Statute 380.06 and the substantial form of the following Agreements and legal instruments; 2) authorize the County Administrator and County Attorney to approve minor amendments to the Agreements and legal instruments as they may deem necessary to effectuate the Board's intent; 3) authorize the County Administrator and County Attorney to proceed with scheduling a closing at such time as they determine that the Agreements and legal instruments are finalized; and 4) authorize the Chair to execute the Agreements and legal instruments required for the closing, as determined by the County Administrator and County Attorney.

The approval of the Order to Rescind the Notice of Noncompliance is expressly contingent upon: 1) the issuance of a Conceptual Permit and Management Plan by the St. Johns River Water Management District, in a form as approved by the County Administrator; 2) the approval and execution of the Agreements and legal instruments, in the substantial form as attached, subject to minor revisions as approved by the County Administrator and the County Attorney; 3) the approval and execution of all closing documents, releases, certificates, affidavits and disclosures as may be deemed necessary by the County Attorney; 4) the approval of the

Closing Statement and Pro Forma Title Insurance Policies by the County Attorney; and 5) the payment of all recording costs, documentary stamp taxes and title insurance premiums by the Developer. The Order to Rescind the Notice of Noncompliance shall not be effective until the Order is recorded by Flagler County in the Official Records of Flagler County, Florida.

The Agreements and legal instruments are as follows:

1. Conservation Easement
2. Assignment of Rights
3. 40 Grade Easement
4. Warranty Deed for Conservation Area and Regional Parks
5. Warranty Deed for Public Safety Site
6. Conservation Area Agreement
7. Temporary Access Easement
8. Order to Rescind the Notice of Non Compliance

ATTACHMENTS:

1. Technical Staff Report
2. Order to Rescind *Notice of Noncompliance Pursuant to Florida Statute 380.06*
3. Public Notice
4. Conservation Area Agreement
5. Conservation Easement
6. Assignment of Rights and Licenses
7. 40 Grade Easement
8. Warranty Deed for Conservation Area and Regional Park
9. Warranty Deed for Public Safety Site
10. Temporary Access Easement



Craig M. Coffey, County Administrator

30 Nov 2016

Date

11/28/2016 Requested by Planning and Zoning, Adam Mengel
12/01/2016 Electronically Approved by Deputy County Administrator, Sally Sherman

TECHNICAL STAFF REPORT
ORDER TO RESCIND HUNTER'S RIDGE DRI NOTICE OF NONCOMPLIANCE

This Technical Staff Report (TSR) follows the order of the noncompliance items provided in the *Notice of Noncompliance Pursuant to Florida Statute 380.06* (hereafter "Notice of Noncompliance"). Sections 1 through 7 below correspond to the seven noncompliance issues, with the last section, Section 8, reserved for other issues related to development within Hunter's Ridge. References for each item are from the current Development Order (D.O.) adopted through Resolution No. 2010-61 and recorded at Official Records Book 1803, Page 648, Public Records of Flagler County, Florida (hereafter "DRI Development Order").

1. Conservation/Regional Park Area (D.O. Sec. IV.7.)

The Conservation/Regional Park Area is approximately 1,978 acres in size and predominantly lies within Sections 16 and 21, Township 14 South, Range 31 East (hereafter "Conservation Park Area"). This Conservation Park Area lies North of the Flagler-Volusia County line, South of Strickland Road (a/k/a Durrance Lane in Volusia County), and West of the portion of the Hunter's Ridge DRI intended for development. This Conservation Park Area was originally described in the *Joint Stipulation of the Florida Audubon Society, Florida Georgia Venture Group, Flagler County, and City of Ormond Beach*, dated December 6, 1990 and incorporated into the original Stipulated Flagler County Development Order dated December 14, 1990 as Exhibit "B-B" (hereafter "Joint Stipulation"). The Joint Stipulation settled a challenge to the DRI (State of Florida Division of Administrative Hearings Case No. 90-3409DRI and No. 90-3410DRI) and provided for the conveyance through Fee Simple Warranty Deed of the Conservation Park Area of an undivided one half interest to the St. Johns River Water Management District and to Flagler County and the City of Ormond Beach for each respective portion of the Conservation Park Area lying within each jurisdiction. The Joint Stipulation arguably provided for the conveyance to occur upon execution of the Joint Stipulation by the parties; however, the conveyance of the Conservation Park Area never occurred.

The Joint Stipulation provided specific restrictions over the use of the Conservation Park Area:

"The use and management of the lands conveyed shall be exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the property and use for compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation, filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalks) shall be strictly prohibited. Passive Recreation, as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by the conservation easement. The use, or possession of off road vehicles, such as all terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property." (Section 2(a) of the Joint Stipulation, in part).

According to the Joint Stipulation, after conveyance, but within either six months of the final action by the Florida Land and Water Adjudicatory Commission on the appeal of the DRI or the issuance of a Development Order by either the City of Ormond Beach or Flagler County, whichever occurred later, the original developer – Florida-Georgia Venture Group – was to complete, in

**TECHNICAL STAFF REPORT
ORDER TO RESCIND HUNTER'S RIDGE DRI NOTICE OF NONCOMPLIANCE**

coordination with the St. Johns River Water Management District, a plan for the restoration of the natural hydroperiod within the Conservation Park Area. Then within one year of the completion of the restoration plan, all construction elements related to the plan were to be completed by the developer in cooperation with the St. Johns River Water Management District. The restoration plan and its related construction elements were never completed.

Finally, as it related to the restoration plan, the Joint Stipulation provided for mitigation credits to be provided to the developer on an "acre per acre basis" and provided that "credits obtained within the jurisdiction of one local government shall not transfer to the other, unless otherwise provided by law." (Section 6 of the Joint Stipulation, in part). Since no restoration plan was ever completed and no related construction elements occurred, no mitigation credits were made available.

Subsequent amendments to the D.O. continued to require conveyance of the Conservation Park Area consistent with the Joint Stipulation, continuing through to the DRI Development Order:

"As shown on Map H, this [Conservation Park] Area consists of approximately 1,978 acres and shall be conveyed by warranty deed no later than January 1, 2012 or final issuance of State and Federal mitigation permitting by applicable agencies having jurisdiction over the DRI Property, whichever occurs later. The date of conveyance may be advanced or delayed through the mutual agreement of the County and the [St. Johns River Water Management] District without any amendment to this D.O. requiring an NOPC [Notice of Proposed Change], so long as the date of conveyance does not adversely impact the Developer or the Developer's ability to obtain the entitled mitigation credits as provided for in the Joint Stipulation." (Section IV.7. of the DRI Development Order).

As determined by the County in August 2012 in the Notice of Noncompliance, the Conservation Park Area had not been conveyed and the successor development entities which included Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Golf Company, Inc., and Hunter's Ridge Timber Company, Inc. had not made sufficient progress towards obtaining final permitting from the applicable agencies. In the meantime, three conservation easements (as required by the St. Johns River Water Management District to offset wetland impacts) had been placed over a portion of the Conservation Park Area without the County's consent. Finally, property taxes had not been paid, and a Tax Certificate had been issued, impacting the County's future property rights. The County sought preservation of its rights related to the Conservation Park Area through the Joint Stipulation and the DRI Development Order by implementing the Notice of Noncompliance.

In the time since the adoption of the Notice of Noncompliance per the notice, development was only allowed to continue within Phase 1A of the Hunter's Ridge DRI, which is the area located South of Airport Road in the Flagler County portion of the DRI. In the last year, the three Hunter's Ridge companies have been consolidated into a single entity, now known as U.S. Capital Alliance, LLC. (the "Developer") With renewed interest in development of the lands North of Airport Road, the Developer has been working with County staff for over a year now on resolving the Notice of Noncompliance.

The primary issue in these discussions has been the development of the Conservation Park Area Agreement (hereafter "Agreement") providing for the conveyance of the Conservation Park Area

**TECHNICAL STAFF REPORT
ORDER TO RESCIND HUNTER'S RIDGE DRI NOTICE OF NONCOMPLIANCE**

to the County, while ensuring that the Developer has mitigation available (consistent with the Joint Stipulation and the DRI Development Order) for future development within Hunter's Ridge.

This Agreement is part of the documents for the Board's review. Highlights of the Agreement provide for:

- the Developer to complete mitigation activities consistent with a Conceptual Permit approved by the St. Johns River Water Management District;
- the County's consent to future Wetland Permits and conservation easements required by the St. Johns River Water Management District;
- the Developer to complete a Hydroperiod Restoration Plan, if deemed necessary by the permitting agencies;
- the use by the County of \$300,000 paid by the Developer for Conservation Park Area enhancements;
- the ability for the Developer to complete enhancement or restoration activities to increase available mitigation credits (referenced as "Lift Projects"), provided that these activities receive the prior written consent of the County Administrator;
- the potential for the excavation by the Developer of a 20 acre borrow pit within the North section of the Conservation Park Area (providing it is deemed consistent with the Joint Stipulation);
- a temporary access easement provided to the Developer for activities related to Wetland Permits;
- mitigation credits, including the assignment of mitigation credits to the County for development of the Regional Park Area;
- recognition that the St. Johns River Water Management District has declined their undivided one-half interest in the Conservation Park Area, but reserving the ability for the District to seek this conveyance in the future;
- providing for conditions prior to commencing work on site;
- providing for future amendments to the Joint Stipulation;
- providing for the termination on January 1, 2032 of the Developer's right to consent; and
- related provisions recognizing the validity of these parties to enter into this Agreement, the binding of successors and assigns, amendments, waiver to jury trial, and similar provisions as are made within similar agreements.

2. Assignment of Conservation/Regional Park Area (Timber/Hunting/Equestrian) Rights (D.O. Sec. IV.7.c.)

The Notice of Noncompliance recognized the failure by the Developer to transfer and assign the hunting, equestrian, and silviculture (timber) rights to the County. As provided in the DRI Development Order, these rights were to be transferred in a form acceptable to the County within forty-five (45) days of approval of the DRI Development Order, on or before December 30, 2010, or to provide a lawful reason why the transfer should not take place. The transfer and assignment of these rights never occurred.

The DRI Development Order remained consistent with the requirements of the Joint Stipulation. The Joint Stipulation provided for the reservation of certain rights to the Developer, referenced in the Joint Stipulation as deed restrictions, and with enforcement rights to be reserved to the Florida

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Audubon Society through any successive conveyance document. These rights specifically included timber, equestrian, and hunting rights.

In the Joint Stipulation, following an initial cut and harvest to restore the natural hydroperiod "to a wetland state that will no longer facilitate the cultivation and harvest of pine" (Section 4 of the Joint Stipulation, in part), timbering activities were to limit:

"pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District." (Section 4 of the Joint Stipulation, in part).

Equestrian rights, as provided in the Joint Stipulation, were addressed generally and without specificity as to the nature of the use:

"Florida Georgia, its heirs, successors and assigns shall retain the right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district." (Section 5 of the Joint Stipulation, in part).

Limited hunting rights were likewise identified and reserved to the Developer through the Joint Stipulation:

"The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only." (Section 5 of the Joint Stipulation, in part).

Where the Joint Stipulation identified these retained rights, it was through the DRI Development Order that the transfer and assignment of the Developer's rights was given a timeframe for completion. Even though the District will not retain an ownership interest in the Conservation Park Area as now proposed, the District will retain limited jurisdiction over these activities through their Conservation Easement. A separate document, the Assignment of Rights and Licenses (hereafter "Assignment"), has been prepared to convey these rights from the Developer to the County. While these rights are not particularly critical to the County in and of themselves, the control of these rights within the Conservation Park Area is critical to the County's management: the silviculture rights allow the County to recover some of the expenses related to the development of the Conservation Park Area with passive recreation; the equestrian rights allow trail riding to occur as part of the passive recreation; and the hunting rights, limited only to deer and feral hogs, allow for long-term species management. The Agreement mentions these rights to clarify the County's and the Developer's mutual understanding of these rights, the need for assignment, and the mechanism for assignment through the Assignment document. The Assignment is part of those documents which will be executed and recorded as a precondition to the recording of the Order releasing the Notice of Noncompliance.

3. Unauthorized Timber Harvesting (D.O. Sec. IV.7.c.)

The Joint Stipulation contemplated assignment of timber rights, subject to any restrictions imposed by the St. Johns River Water Management District, to the Developer. The DRI Development Order provided for the proceeds from the initial cut and harvest of two hundred (200)

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acres by the County to be provided to the Developer. In April 2011, the Developer completed an unauthorized timber cut, the extent of which was estimated by County staff following the discovery of the cut. Through the Notice of Noncompliance, the County sought either:

- the waiver by the Developer of any additional proceeds associated with the County's initial 200 acre cut; or, alternatively
- the remittance by the Developer of mill receipts from the April 2011 timber cut, together with an additional fifty percent (50%) remittance based on the mill receipts and reimbursement of the County's timber report expenses.

Through the Assignment, the Developer waives any rights to additional proceeds associated with the County's timbering activities within the Conservation Park Area. The Agreement and the Conservation Easement include, as these relate to the timber rights, the recognition of the need for timbering to occur as part of wetland restoration projects related to wetland credits available through the District's conceptual permitting process. Through the Agreement and the Conservation Easement, all timbering activities in the Conservation Park Area will be completed by the County.

4. Access Easement on 40 Grade within Conservation/Regional Park Area (D.O. Sec. IV.7.f.3.)

The DRI Development Order required conveyance to the County by the Developer of an easement through the Conservation Park Area which would provide the County with access from State Road 40 to the South up to Strickland (a/k/a Durrance) Road from the North.

The County has sought its own access easement to be assigned by the Developer prior to conveyance of the Conservation Park Area. This Grant of Easement (hereafter "Easement") mirrors the text of previous documents: the Easement does not extend outside of the boundary of previous legal descriptions. The easement through the Conservation Park Area, run North and South between State Road 40 in Volusia County and Strickland Road in Flagler County and generally run along the section line bisecting the Conservation Park Area into its East and West halves. It should be noted that this same easement has been previously conveyed to several individuals through separate documents recorded in the public records of both Flagler and Volusia County which may create some issues with the County controlling public access in some areas of this property without additional barriers/control.

5. Trailhead/Park Parcel (D.O. Sec. III.5.)

Through the DRI Development Order, the Developer was to provide a 45 acre regional park site (hereafter "Regional Park Area") adjoining the Conservation Park Area to serve as a trailhead. In its proposed location, the Regional Park Area had about 10 acres of developable upland; to accommodate all the proposed amenities, a minimum of 18 upland acres was deemed necessary. The DRI Development Order required the conveyance of the Regional Park Area by April 1, 2011, with mitigation included in the Developer's master mitigation plan to be completed by January 1, 2012. Neither the conveyance nor the master mitigation plan was completed.

A Warranty Deed has been prepared by the Developer for conveyance of the Regional Park Area parcel to the County. In addition, as part of the Conceptual Permit through the St. Johns River Water Management District, the Agreement provides for a total of three State wetland mitigation credits and three Federal wetland mitigation credits to be assigned to the County from the initial

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release of mitigation credits by the St. Johns River Water Management District and the U.S. Corps of Engineers, respectively.

6. Road Maintenance Site (D.O. Sec. IV.14.)

Following adoption of the DRI Development Order, all roads within the Hunter's Ridge DRI were to be private roads, but with perpetual, non-exclusive public access. It was anticipated that the County would maintain the roadway network within Hunter's Ridge through a special assessment district like a Municipal Service Taxing Unit (MSTU). To facilitate the County's maintenance, the DRI Development Order provides for a 22.5 acre County road maintenance and utility site or, alternatively, if the Developer forms a private road maintenance entity, no road maintenance site would be necessary. The Developer had provided the County with a deed conveying this site – along with other public use parcels – but these were encumbered with a mortgage and unpaid taxes preventing the recording of the conveyance.

The Developer is now taking steps to create a Community Development District (CDD) – identified as the Hunter's Ridge Oaks Community Development District No. 1 – as the private road maintenance entity for development within the Flagler County portion of Hunter's Ridge located North of Airport Road. With the County's consent to this CDD through a separate agenda request also on today's agenda, the CDD will complete its first step towards creation. Once the CDD is created, the conveyance of a County road maintenance site would be rendered unnecessary.

7. Public Safety Site – Fire Protection/EMS Site (D.O. Sec. III.2.a.)

Like the conveyance of the proposed County road maintenance and utility site, the Developer provided a deed to the County for a 6.21 acre public safety site. This site, like the proposed maintenance and utility site, was encumbered with a mortgage and unpaid taxes, and ultimately was determined by the County not to be optimal for development as a fire station. Through the DRI Development Order, was to provide a deed conveying an alternative site consisting of a minimum of five (5) upland acres within Cluster A of Phase 1B, with direct road access, and conditioned upon acceptance by the County.

The Developer has provided a Warranty Deed proposing the conveyance of Parcel O in Phase 1B as the Public Safety Site. This parcel has direct frontage on Airport Road and is located East of the intersection of Hunter's Ridge Boulevard and Airport Road at the roundabout. This site has been evaluated by County staff and has been deemed to be consistent with the DRI Development Order requirements.

8. Other issues

Through the County's discussions with the Developer related to rescinding the Notice of Noncompliance through the Agreements and legal instruments, other issues were mentioned. To reduce the cost of development of the next phase of Hunter's Ridge, the Developer requested that a 20 acre borrow pit be allowed within the Conservation Park Area. Due to the timing of this request, the borrow pit was removed from consideration as part of the Conceptual Permit and Conservation Easement through the St. Johns River Water Management District. As provided in the Agreement, this borrow pit would be located adjacent to an existing pond in the northwest quadrant of the Conservation Park Area, directly accessible from the 40 Grade Easement. The timing of the permitting associated with the borrow pit would be completed by February 1, 2017,

**TECHNICAL STAFF REPORT
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with all excavation and reclamation to occur with 365 days after initiating construction. Prior to the approval of any excavation activities the County and Developer must agree upon an excavation plan, which will be required to include a haul route, detailed excavation plans and a reclamation plan. In addition, the Developer will be required to post financial security in an amount, and in a form, acceptable to the County. Further, such excavation activities are contingent upon the County's determination that such proposed activities are consistent with the requirements of the Joint Stipulation.

Finally, the Developer requested that due to the unique nature of the conveyance of the Conservation Park Area, its size and intended use, that the Area be named by the County after the Developer in recognition of the conveyance. County staff, in countering this request, identified the conveyance requirement as provided in the Joint Stipulation: the conveyance is not extraordinary, but was contemplated from the onset of development of the Hunter's Ridge DRI as a trade-off for development rights elsewhere within the project limits. County staff additionally noted the Board's 2015 Facility Naming Policy and its limitations. As an alternative, County staff has suggested the placement of an information kiosk within the Conservation Park Area acknowledging the work of Mr. Feker in preserving the property for the enjoyment of future generations of residents within Hunter's Ridge and in Flagler County vs. actual naming which County staff will not be recommending.

Attachment 2

Conservation Park Area Agreement dated [____], 2016, between Grantor and Grantee. Grantee shall have the right to travel over, across and along the Property by means of existing roads and trails which Grantee may improve from time to time, providing such improvements are authorized by the Permit.

3. Maintenance and Use. Grantee shall keep the Property in good condition and repair and shall not allow the Property to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Property for the purposes granted herein. Grantee shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, on the Property or in any manner not permitted by law. Grantee shall notify Grantor immediately in the event that Grantee has actual knowledge or any environmental problems on the Property, and Grantee shall be liable for all costs associated with any clean-up of the Property that is the result of Grantee's operations and use of the Property.

4. Damage. Grantee will repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, employees or agents.

5. Listed Species Protection. Grantee shall be responsible for avoidance of impacting any state or federally listed threatened or endangered species including plant and animal species on the Property wherever feasible. Grantee agrees to minimize impacts to the existing groundcover within the Property by utilizing a single path, when practical, for traversing the area with equipment traffic in conjunction with its performance of the Permit requirements. If avoidance is not feasible, Grantee shall be responsible for any litigation arising from impacts to the listed species.

6. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.

7. Assignment. This Agreement shall not be assigned, in whole or in part, without the prior written consent of Grantor, which consent may not be unreasonably conditioned, withheld or delayed. Any Assignment made, either in whole or in part, without the prior written consent of Grantor, shall be void and without legal effect.

8. Indemnification/Release. Grantee shall indemnify, defend, and save and hold harmless Grantor, its board members and employees, from and against any and all third party claims for damages, loss, expense, liability, injury, or costs, including but not limited to reasonably attorney's fees, relating to personal injury or death of persons and/or property damage, to the extent caused by or arising directly, indirectly or proximately from: (1) the acts or omissions of the Grantee, its agents, employees, contractors or subcontractors in connection with the use of the Property, (ii) the performance or non-performance of any term, condition, covenant or provision of this Agreement by Grantee, its agents, employees, contractors, or subcontractors; or (iii) activities conducted with respect to the Property by Grantee, its agents, employees, contractors, or subcontractors, including but not limited to, the construction, operation or maintenance of the Property. In the event Grantor brings suit, including appeals, to enforce any of the provisions of this Agreement, Grantor shall be entitled to recover from Grantee all reasonably attorney's fees, and costs, incurred by Grantor.

9. Duration. This Easement shall remain in full force and effect until the requirements of Conceptual Permit No. [insert permit no.] that relate to the Property are successfully completed (as indicated in writing by Grantee) or on January 1, 2032 (whichever date is earlier), unless otherwise extended in writing by Grantor and Grantee. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Flagler County, Florida.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity.

11. Recording. Grantee, at its own expense, shall record this fully executed Agreement in its entirety in the Public Records of Flagler County, Florida.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and executed this Agreement on the respective date under its signature:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

_____, Chair

Date: _____

Execution of this Agreement was authorized by the Board of County Commissioners at its public meeting held on: _____

ATTEST:

Gail Wadsworth, Comptroller and Clerk to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

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

Signed, sealed and delivered
in our presence:

U.S. Capital Alliance, LLC, a Florida limited liability
company,

By: _____
Allan Feker, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2016 before me, _____,
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

[INSERT LEGAL DESCRIPTION FOR CONSERVATION PARK AREA]

Please return to:

Albert J. Hadeed
County Attorney
1769 E. Moody Blvd. Bldg 2
Bunnell, FL 32110

Recording Office: Please index under Hunter's Ridge
Residential Golf Properties, Inc., Hunter's Ridge Golf
Company, Inc., Hunter's Ridge Timber Company, Inc., US
Capital Alliance, LLC, and US Capital HR, LLC

ORDER TO RESCIND NOTICE OF NONCOMPLIANCE PURSUANT TO FLORIDA STATUTE 380.06

The Board of County Commissioners conducted a public hearing in regular session on December 5, 2016 and, having considered the testimony and evidence in the record presented by Flagler County staff and the parties, written documentation of record, and comments made during the public hearing portion of the proceedings, determined that the noncompliance issues listed in the *Notice of Noncompliance Pursuant to Florida Statute 380.06*, recorded at Official Records Book 1888, Page 192, and re-recorded at Official Records Book 1888, Page 1208, both in the Public Records of Flagler County, Florida (collectively, the "*Notice of Noncompliance*"), have now been resolved by US Capital Alliance, LLC, a Florida limited liability company (the "Developer") (formerly Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Golf Company, Inc., and Hunter's Ridge Timber Company, Inc.).

RELEASE

Release of Stay of Development Activity – Upon the recordation of this Order, the stay imposed by the *Notice of Noncompliance* on further approvals of any development and/or permits within the Hunter's Ridge Development of Regional Impact in Flagler County outside of Phase 1A is hereby released and rescinded. This Order does not otherwise release the Hunter's Ridge Development of Regional Impact from compliance with all relevant requirements of the Flagler County Comprehensive Plan, Land Development Code, the Development of Regional Impact Development Order, or any other regulations and agreements related to the project.

Transmittal – Upon the recordation of this Order, a copy shall be transmitted to the Developer, the Florida Department of Economic Opportunity, the Northeast Florida Regional Council, Volusia County, and the City of Ormond Beach.

Recording - This document shall be recorded in the Public Records of Flagler County, Florida.

IN WITNESS WHEREOF, the Chair has issued this Order on behalf of the Board of County Commissioners as of the ____ day of _____, 2016.

FLAGLER COUNTY

BY: Nate McLaughlin, Chair
Board of County Commissioners

Approved as to form and legality.

ATTEST:

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

Al Hadeed, County Attorney

DRAFT

EXHIBIT "A"

All of Sections 15, 16, 17, 20, 21, and 22, Township 14 South, Range 31 East, located within Flagler County, Florida, and described collectively as the Hunter's Ridge Development of Regional Impact (DRI), except those portions of the Hunter's Ridge DRI identified within Phase 1A as specifically described in Table 2 of Exhibit A, and as depicted on Map "H," Exhibit 1 of Exhibit A, both of Resolution No. 2010-61, as recorded in Official Records Book 1803, Page 648, Public Records of Flagler County, Florida.

DRAFT

Planning and Zoning

1769 E. Moody Blvd Bldg 2
Suite 105
Bunnell, FL 32110



Attachment 3

www.flaglercounty.org

Phone: (386)313-4009

Fax: (386)313-4109

BY CERTIFIED MAIL 7015 0640 0005 0341 6554

November 16, 2016

Kim C. Booker
US Capital Alliance, LLC
US Capital HR, LLC
1019 Town Center Drive
Orange City, FL 32763

RE: NOTIFICATION OF CONSIDERATION OF ORDER TO RESCIND
NOTICE OF NONCOMPLIANCE PURSUANT TO FLORIDA STATUTE 380.06
HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI)

Dear Ms. Booker:

This letter serves as notification of a public hearing before the Flagler County Board of County Commissioners (BOCC) to consider rescinding the *Notice of Noncompliance Pursuant to Florida Statute 380.06* for the Hunter's Ridge Development of Regional Impact (DRI). This public hearing will be held on December 5, 2016 at 9:30 a.m. or as soon thereafter as the matter may be heard. The meeting will take place in the County Commission Chambers within the County's Government Services Building located at 1769 East Moody Boulevard, Building #2, in Bunnell, Florida.

As you are aware, the Flagler County portion of the Hunter's Ridge development is currently implemented through the Development Order recorded on February 1, 2011 at Official Records Book 1803, Page 648, Public Records of Flagler County, Florida. In 2012, Flagler County staff conducted a review of the project and determined that the Developer had failed to comply with significant obligations set forth in the Development Order and, further, that the noncompliance had occurred over an extended period of time. On August 21, 2012, the BOCC issued the *Notice of Noncompliance Pursuant to Florida Statute 380.06*, recorded at Official Records Book 1888, Page 1208, Public Records of Flagler County, Florida, which suspended issuance of permits or approvals or extensions of services within the area of Hunter's Ridge outside of Phase 1A.

The purpose of the public hearing is to provide the BOCC with an opportunity to evaluate the status of each of the noncompliance issues and to determine whether the items have been resolved, or can be resolved through additional actions and agreements by and between the parties. In the event a determination is made that the noncompliance issues have been resolved, an Order will be entered by the BOCC to rescind the *Notice of Noncompliance*. Copies of the staff report and associated documents related to this matter will be available in advance

District 1 Charles Ericksen, Jr.	District 2 Frank Meeker	District 3 Barbara Revels	District 4 Nate McLaughlin	District 5 George Hanns
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of the public hearing at the County Administration office on the 3rd Floor of the County's Government Services Building at 1769 East Moody Boulevard in Bunnell.

A copy of this letter is being provided to interested parties so that they may comment on these matters should they desire to do so. Written comments may be submitted prior to the public hearing by U.S. Mail or facsimile transmission directed to the letterhead address or fax number listed above, or by e-mail at amengel@flaglercounty.org.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Adam Mengel, AICP
Planning Director

Attachment

cc: Craig Coffey, County Administrator
Al Hadeed, County Attorney
US Capital Alliance, LLC
US Capital HR, LLC
Hunter's Ridge Golf Company, Inc.
Hunter's Ridge Loan Group, LLC
Hunter's Ridge Residential Golf Properties, Inc.
Hunter's Ridge Timber Company, Inc.
Plum Creek Timberlands, LP
Southeast Carbon Management, LLC
BADC Huntington Communities, LLC (owner within Phase 1A)
Ernest R. and Delores V. Barclay (owner within Phase 1A)
Robert and Heather Caliendo (owner within Phase 1A)
Anthony and Shannon Campana (owner within Phase 1A)
City of Ormond Beach (owner within Phase 1A)
Al and Marilou Cook (owner within Phase 1A)
Michael and Melissa DeBusk, Trustees (owner within Phase 1A)
Anthony T. Dinizo, Jr., and Helene C. Dinizo (owner within Phase 1A)
John J. and Katherine D. Dockery (owner within Phase 1A)
Flagler County Board of County Commissioners (owner within Phase 1A)
Timothy J. and Ginette Foli (owner within Phase 1A)
Gallery Homes of DeLand, Inc. (owner within Phase 1A)
Janet Haydok (owner within Phase 1A)
James Lee Hodak, Sr., and Carol L. Hodak (owner within Phase 1A)

Letter to Ms. Kim C. Booker

RE: Notification of Consideration of Order to Rescind

November 16, 2016

Page 3

cc (continued):

David L. and Elaine K. Hoehn (owner within Phase 1A)
Hunters Ridge Homeowners Association of East Florida, Inc. (owner within Phase 1A)
Evan and Stephanie Jones (owner within Phase 1A)
Joel Daniel and Georgette King (owner within Phase 1A)
Neal and Carly Krajewski (owner within Phase 1A)
Landon Homes, LLC (owner within Phase 1A)
S & T Development of Volusia (owner within Phase 1A)
Dong P. and Hao Hguyen Tran (owner within Phase 1A)
TRG CFG Project II, LLC (owner within Phase 1A)
Vanacore Homes, Inc. (owner within Phase 1A)
Vintage Estate Homes, LLC (owner within Phase 1A)
Stigbea and Elizabeth White (owner within Phase 1A)
Ronald F. and Tracey L. Yoder (owner within Phase 1A)
James J. and Elizabeth A. Ziebarth (owner within Phase 1A)
Ric Goss, City of Ormond Beach
Clay Ervin, Volusia County
Superintendent Jacob Oliva, Flagler County School District
Geoff Sample, St. Johns River Water Management District
Donna Harris, Florida Department of Economic Opportunity
Ed Preston, Northeast Florida Regional Council
Hope Goeman, Florida Department of Transportation

CONSERVATION PARK AREA AGREEMENT

THIS AGREEMENT is made this [Insert] day of [Insert], 2016 (the “Effective Date”) by and between Flagler County, a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Building 2, Bunnell, Florida 328110 (the “County”) and U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174, and its successors and/or assigns (the “Developer”). Together the County and the Developer may be referred to as the “Parties.”

WITNESSETH:

WHEREAS, simultaneously herewith the Developer has conveyed to the County a conservation park area consisting of approximately 1,978 acres, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference (the “Conservation Park Area”); and

WHEREAS, the Conservation Park Area is governed by that certain Development of Regional Impact Development Order, dated November 15, 2010, adopted by the Flagler County Board of County Commissioners (the “County Commission”) pursuant to Resolution No. 2010-61, as recorded in Official Records Book 1803, Page 648, *et. seq.*, in the Public Records of Flagler County, Florida, as may be amended from time to time (the “DRI Development Order”); and

WHEREAS, the Conservation Park Area is further subject to that certain Joint Stipulation, dated December 6, 1990, as recorded in Official Records Book 455, Page 1126, *et. seq.*, of the Public Records of Flagler County, Florida, as may be amended from time to time (the “Joint Stipulation”); and

WHEREAS, pursuant to the DRI Development Order and the Joint Stipulation, the Developer may be permitted by the County to engage in certain environmental restoration activities within the Conservation Park Area and to utilize the Conservation Park Area for compensatory mitigation in order to offset any wetland mitigation requirements which may arise from the construction of the Hunter’s Ridge Development of Regional Impact (the “Project”); and

WHEREAS, the County and the Developer desire to set forth the terms and conditions pursuant to which the aforesaid mitigation activities may be conducted by the Developer within the Conservation Park Area Developer and to further clarify but not in any way limit those rights established under the DRI Development Order and Joint Stipulation and to identify the obligations of both the County and Developer as to the use, maintenance and operation of said

Conservation Park Area.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. WETLAND MITIGATION PERMITS

A. The Developer has filed its application for a Conceptual Permit from the St. Johns River Water Management District (the "SJRWMD") and in the future, in conjunction with the development of each particular phase within the Project, the Developer will submit applications for permits to the United States Army Corps of Engineers (the "ACOE" and collectively, with the SJRWMD, the "Permitting Authorities") for the purpose of allowing for the development of the Project, as such are required and shall obtain all other necessary approvals from the applicable governmental authorities required to dredge and fill wetlands and to perform required mitigation and related site work (collectively, the "Wetland Permits"). The Conceptual Permit No. [REDACTED] was issued by the SJRWMD on [REDACTED], a copy of which is attached hereto as Exhibit "B", and is incorporated herein by reference.

B. The Parties agree that any Wetland Permits which may be issued in the future and which impact the Conservation Park Area shall be in a form reasonably acceptable to the SJRWMD, the County and the Developer and, further, shall be consistent with the DRI Development Order and the Joint Stipulation. The Developer and the County agree to fully cooperate with respect to the regulatory processes associated with the application, review and issuance of Wetland Permits, or any amendments thereto. In this regard, the County's participation shall include, but will not be limited to, the review, approval (or disapproval with specific reasons for disapproval), and execution of all applications, petitions and other instruments pertaining to the Wetland Permits in a diligent and timely manner, so as not to cause the Developer any unnecessary or unreasonable delays in the approval process. The County acknowledges that its review of the applications for Wetland Permits shall be to assure consistency with the DRI Development Order, the Joint Stipulation, and this Agreement, and it may not deny the Developer the use of the Conservation Area for mitigation unless the proposed mitigation violates the terms of the DRI Developer Order, the Joint Stipulation, or this Agreement.

C. The Developer agrees that prior to submitting any new or amended applications or related documents to the appropriate Permitting Authorities for the Wetland Permits, the Developer shall submit such applications and documents to the County Administrator for review and approval. Within ten (10) business days of his receipt of any such applications or

documents, the County Administrator shall provide the Developer with his approval or disapproval thereof. In the event the County Administrator fails to provide the Developer with a response within the ten (10) day business period, the application shall be deemed to be approved, and the County Administrator shall be required to execute the application within three (3) business days thereafter. Should the County Administrator disapprove of any such applications or documents, then he shall promptly provide the Developer with detailed notice of its objections and grounds therefor. To the fullest extent practical, the County Administrator, or his designee, shall have the right to attend all meetings, hearings, telephone conferences or other material interactions with the Permitting Authorities regarding the Wetland Permits, and the Developer shall endeavor in good faith to provide the County Administrator with advance written notice of such meetings, hearings, etc. at least forty eight (48) hours prior thereto.

D. Once the Wetland Permits are issued by the Permitting Authorities, the Developer may request modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits, including modifications to seek additional mitigation credits associated with enhancement projects within the Conservation Park Area, with the prior written consent of the County Administrator, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties agree that the County may also request modifications, changes modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits in order to allow for its use of the Conservation Park Area, with the prior written consent of the Developer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such modifications shall not adversely interfere with the Developer's use of the Conservation Park Area for wetland mitigation or otherwise impact the wetland mitigation value granted to the Developer by the Wetland Permits.

E. In connection with the Conceptual Permit, the Parties acknowledge that significant portions of the associated mitigation activities must occur within the Conservation Park Area and further agree as follows:

1. The County agrees to be responsible for overseeing and implementing the following portions of the mitigation activities, at its sole cost and expense:

(a) The County will conduct all timbering operations within the Conservation Park Area associated with the Conceptual Permit.

(b) The County will conduct the removal of any invasive species within the Conservation Park Area associated with the Conceptual Permit.

(c) The County will conduct controlled burns within the Conservation Park Area associated with the Conceptual Permit.

(d) The County will conduct any of the activities set forth in subsections (a) through (c), above, as may be modified in any modifications to the Wetland Permits.

(e) The Developer shall be entitled to the benefit of any mitigation value gained through the completion by either the County or Developer of activities set forth in subsection E1 (a) – (d) above.

2. The County shall not be obligated to provide for any other mitigation activities in conjunction with the Wetland Permits, unless it otherwise agrees to do so, in writing, on a case by case basis.

3. The Developer shall have the right to perform any of the mitigation activities in (a) through (c) above, in the event of non-performance by the County; however, if timbering is involved, the net proceeds of any timbering shall be provided to the County which has timber rights over the Conservation Park Area.

4. Except as provided for in Section E.1., above, the Developer shall be responsible for all other land management, mitigation, or monitoring activities that are required pursuant to the Conceptual Permit, any Wetland Permits, or any future modifications thereto, including, but not limited to, enhancement or vegetative planting costs, earthwork costs, non-native vegetation, restoration costs, maintenance, re-hydration and restoration costs and any associated monitoring and reporting costs, corrective actions and non-compliance penalties, and management fees and costs (collectively, the “Regulatory Costs”).

SECTION 2. CONSERVATION EASEMENTS.

A. Subject to the conditions specified in this Agreement and in conjunction with the Wetland Permits, the Developer shall execute and deliver to the SJRWMD or the ACOE, conservation easements in a form acceptable to the County in its sole, but reasonable discretion, covering those portions of the Conservation Park Area as may be required as a condition precedent to issuing the Wetland Permits to the Developer for construction of the Project (the “Conservation Easements”).

B. The Developer acknowledges and agrees that the Conservation Easements shall allow for the County’s continued utilization of the Conservation Park Area for those uses and activities which are permitted under the DRI Development Order and the Joint Stipulation.

C. The parties acknowledge and agree that as of the Effective Date, four Conservation Easements were previously recorded and currently encumber the Conservation Area (collectively, the “Conservation Easement”).

D. The Conservation Easement may be subject to future amendments or modifications, including the termination of the Prior Conservation Easements and the recordation of a single, master conservation easement over the Conservation Park Area, subject to the Parties' written consent, which shall not be unreasonably denied, conditioned, or delayed.

E. In connection with the County's cooperation required under this Section, the County shall not be required to incur any out-of-pocket costs, unless the County is compensated by the Developer in advance for such costs. The Developer further agrees to be responsible for the payment of any costs and expenses that may be associated with the regulatory requirements of the Permitting Authorities related to the Conservation Easements including, but not limited to, the Regulatory Costs. This provision shall not apply to any work that is performed by the County, or on behalf of the County, in connection with the County's improvements within the Conservation Park Area.

SECTION 3. RESTORATION OF THE NATURAL HYDROPERIOD.

A. The Developer acknowledges its obligation as set forth in the Joint Stipulation, to work with the Permitting Authorities to finalize a plan for the restoration of the natural hydroperiod, in order to eliminate the drainage provided by the ditch system that was previously constructed by persons other than the Developer within the areas identified in the Joint Stipulation (the "Hydroperiod Restoration Plan"). In the event the Permitting Authorities deem the Hydroperiod Restoration Plan to be necessary, the Developer shall be responsible for any construction elements associated with the approved Hydroperiod Restoration Plan, with such construction to be completed in accordance with the terms and conditions of any associated permits issued by the Permitting Authorities.

B. The Hydroperiod Restoration Plan shall be subject to the County Administrator's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

C. Once the Hydroperiod Restoration Plan is approved by the Permitting Authorities, the Developer shall make no modifications, changes, deviations, alterations, additions, supplements or substitutions to the Hydroperiod Restoration Plan, without the prior written consent of the County Administrator, which consent shall not be unreasonably withheld, conditioned or delayed.

D. The Developer shall apply for and complete any activities authorized by the approved Hydroperiod Restoration Plan on or before January 1, 2032, but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.

E. In connection with the cooperation required under this Section, the County shall not be required to incur any out-of-pocket costs, unless the County is compensated by the Developer in advance for such costs. The Developer further agrees to be responsible for the payment of any costs and expenses that may be associated with the regulatory requirements of the Permitting Authorities related to the Hydroperiod Restoration Plan including, but not limited to, the Regulatory Costs.

F. The County acknowledges that pursuant to the DRI Development Order, the County received a payment from the Developer in the amount Three Hundred Thousand (\$300,000), which the County was required to hold in escrow for a period of three (3) years from the date of receipt, and said funds were to be utilized, in part, for the construction of the hydrological restoration improvements required by the Hydroperiod Restoration Plan. The three (3) year escrow period has expired; however, the County agrees to utilize a portion of said funds at its sole discretion for the enhancement of the Conservation Park Area, in accordance with the DRI Development Order requirements.

SECTION 4. ENVIRONMENTAL ENHANCEMENT OR RESTORATION ACTIVITIES. The Developer may be permitted, at its sole cost and expense, to engage in certain environmental enhancement or restoration activities, in addition to those which are set forth in the Conceptual Permit, or which may be required pursuant to the Hydroperiod Restoration Plan or Wetland Permits, in order to increase the amount of mitigation credits which may be generated within the Conservation Park Area (the "Lift Projects"). Any Lift Projects shall be subject to the County Administrator's written consent, which shall not be unreasonably withheld, conditioned or delayed. The Developer shall apply for and complete any Lift Projects on or before January 1, 2032, but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.

SECTION 5. SOIL EXCAVATION/BORROW PIT. The Developer may be permitted to engage in soil excavation for a borrow pit (the "Borrow Pit") within the north section of the Conservation Park Area, as generally depicted in Exhibit "C" attached hereto, provided that such activity is deemed by the County to be consistent with the terms and conditions of the Joint Stipulation. In such an event, the Developer shall be entitled to retain any and all rights to the fill material retrieved during the construction of the Borrow Pit and any revenues generated therefrom. The Borrow Pit shall not exceed 20 acres in size and shall be constructed in accordance with an earthmoving, haul route, and reclamation site plan (the "Excavation Plan"), which shall be agreed upon by the Developer and the County Administrator, prior to the initiation of permitting and construction. The Excavation Plan shall include, but not be limited to, parameters for contouring and sloping the Borrow Pit, maintaining suitable buffers from wetland areas, and for integrating the Borrower Pit with the existing pond as depicted in Exhibit "C". The Excavation Plan shall also include a requirement for the Developer to post a bond or other form of financial security to guarantee its performance. The Developer shall be

responsible for obtaining all associated county, state, and federal regulatory permits and approvals on or before February 1, 2017 including, but not limited to, an amendment to the Conservation Easement, if required. The Developer shall complete all excavation and reclamation activities within 365 days after construction of the Borrow Pit is initiated. The Developer agrees to indemnify, defend and hold harmless the County from any suits, actions, claims, losses or damage of any nature arising out of any damage to person or property caused by or arising from any act, omission, performance or nonperformance of the Developer, its agents, servants, employees, or others under the Developer's direction or control; and to pay the County all losses, damages, expenses, costs, and attorney's fees, that the County sustains because of a default by the Developer under its permits.

SECTION 6. TEMPORARY ACCESS EASEMENT. The County shall record a temporary access easement over the Conservation Park Area, in substantial form as attached as Exhibit "D" hereto, in order to allow Developer to perform the activities required under the Wetland Permits.

SECTION 7. MITIGATION CREDITS.

A. The Developer shall be entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits"). The parties acknowledge that as a result of the recordation of the Conservation Easement, as set forth in Section 2, above, the mitigation credits which are currently available for use total 79.16 (the "Available Mitigation Credits" and together with the Future Mitigation Credits, collectively, the "Mitigation Credits").

B. In order to satisfy the requirements of the DRI Development Order relative to the Regional Park Area, the Developer shall assign to the County a total of three state wetland mitigation credits and three federal wetland mitigation credits from the initial release of the Mitigations Credits from each agency, which shall be evidenced by a credit reservation letter from the SJRWMD and a credit reservation letter from the ACOE confirming that the assignment to the County was made and that such credits are available for the County's use within the Regional Park Area. If the initial release for either credit type does not total three full credits, the remaining credits shall be reserved for the County's use in the subsequent credit release. A credit reservation letter(s) on file with the SJRWMD or the ACOE, as applicable, shall be deemed to satisfy the reservation requirement.

C. The Developer agrees that it will not utilize any Mitigation Credits for any

phase within the Project, until the Developer has used credits which are generated through on-site mitigation efforts, as such are determined by the Developer, within the particular phase of the Project.

D. In the event that the total amount of Mitigation Credits generated within the Conservation Area exceeds the amount which is necessary for the Developer to construct the Project, or in the event that Mitigation Credits remain unused or otherwise unallocated within the Project on or after January 1, 2047, any such remaining Mitigation Credits shall belong the County, and any rights thereto which have been previously conferred upon or retained by the Developer shall terminate and shall cease to be of any force and effect. The Developer acknowledges and agrees that it is prohibited from transferring or otherwise utilizing any excess Mitigation Credits for use on other projects or properties that are not within the Project. The County shall not be permitted to assign said surplus Mitigation Credits to any third party and shall utilize said surplus Mitigation Credits only for development within the Project.

E. The County may refuse to approve the issuance any associated Wetland Permits or Conservation Easements, if the Developer is not in compliance with any of its obligations set forth herein, or if significant financial investment is required by the County to achieve regulatory compliance with any Permitting Authority.

SECTION 8. ADDITIONAL PARTIES. The Parties acknowledge the requirement in the Joint Stipulation that an undivided one half interest in the Conservation Park Area be conveyed to the SJRWMD. As of the Effective Date of this Agreement, the SJRWMD has declined to accept said conveyance. The County agrees that at such time as the SJRWMD requests the County to initiate the conveyance, the County shall do so within a reasonable time thereafter, and the Developer shall cooperate with the County in this regard. In addition, the Developer acknowledges and agrees that the County may work with the SJRWMD to enter into any agreements to allow for the County to manage any portions of the Conservation Area that are conveyed to the SJRWMD, pursuant to the Joint Stipulation. The Developer acknowledges and agrees that the County may work with the SJRWMD and the other parties to the Joint Stipulation to obtain a waiver or release of any future obligations to convey the undivided one half interest in the Conservation Park Area to the SJRWMD and, in such event, the Developer shall consent to such action, which said consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9. CONDITIONS PRECEDENT TO COMMENCING ANY WORK. Prior to commencing any work within the Conservation Park Area pursuant to the terms of the Wetland Permits or the Hydroperiod Restoration Plan, the Developer shall have to obtain all Wetland Permits which will contain, as a matter of course, an engineering certification. In addition, the Developer shall award and enter into such contracts as are necessary to implement to the terms of the Wetland Permits, with such contractors, subcontractors, suppliers

and professional service providers as shall be reasonably necessary to complete the work in conformity with the Wetland Permits. The Developer shall ensure that all such contracts include insurance coverage for both the County and the Developer in a form, and in an amount, as provided in the provisions attached hereto as Exhibit "E" and incorporated herein by reference. Additionally, said contracts shall provide that in the event of default or breach by the Developer, the County may, but shall not be required to, assume the contractual position of the Developer and exercise all rights and privileges governed by the contracts and upon request by the County, the Developer shall cause all of the rights and privileges to be assigned to the County. The Developer, its contractors and subcontractors, shall not create, or allow the creation, of any lien, mortgage or other encumbrance affecting title to the Conservation Park Area or any or all of the County's property, and if such lien or encumbrance is recorded, the Developer, at its sole cost and expense, shall promptly cause such lien or encumbrance to be immediately removed and satisfied of record.

SECTION 10. AMENDMENTS TO THE JOINT STIPULATION. The County may initiate discussions with the parties to the Joint Stipulation, in an effort to terminate or to otherwise amend or modify portions of the Joint Stipulation as it relates to the Conservation Park Area and Regional Park Area, as more specifically described in Exhibit "F" (collectively, the "Park Property"), the enforcement rights of The Florida Audubon Society, or any other matters that impact the County and its ability to develop and manage the Park Property. The Developer shall provide its consent to the termination of the Joint Stipulation, or any such amendments or modifications, providing that any termination or amendments or modifications do not adversely impact the Developer's Mitigation Credits, and do not unreasonably interfere with the use of the Conservation Park Area for wetland mitigation. The County shall submit such requests and documents to the Developer for review and approval. Within ten (10) business days of his receipt of any such applications or documents, the Developer shall provide the County Administrator with his approval or disapproval thereof. In the event the Developer fails to provide the County Administrator with a response within the ten (10) day period, the application shall be deemed to be approved, and the Developer shall be required to execute the application within three (3) business days thereafter. Should the Developer disapprove of any such applications or documents based upon the lack of compliance with the DRI Development Order, Wetland Permits or this Agreement, then the Developer shall promptly provide the County Administrator with detailed notice of its objections and grounds therefor.

SECTION 11. TERMINATION OF THE DEVELOPER'S RIGHT TO CONSENT. The Developer's right to consent to actions taken by the County as provided for herein, shall terminate on January 1, 2032. Consequently, the Parties acknowledge and agree that on or after January 1, 2032, the County may: engage in environmental enhancement or restoration activities within the Conservation Park Area; seek modifications to the Wetland Permits and the Conservation Easement; and seek the modification, amendment or termination of

the Joint Stipulation, each without the Developer's consent and, further, the County may utilize any mitigation credits generated by such activities for any purpose, in its sole discretion.

SECTION 12. BUYER AND SELLER AUTHORITY. The Developer and the County each warrant to the other, that each has the authority to sign this Agreement and bind itself to the terms herein.

SECTION 13. RECORDATION. This Agreement shall be recorded in the Official Records of Flagler County, Florida.

SECTION 14. DEFAULT. No party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

SECTION 15. REMEDIES. The parties hereto shall have all rights and remedies provided hereunder and under Florida law with respect to enforcement of the terms of this Agreement and hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and other such equitable or injunctive relief as appropriate or necessary to enforce this Agreement.

SECTION 16. VENUE AND JURISDICTION. The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

SECTION 17. TERM. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the expiration of the monitoring period associated with the Wetland Permits.

SECTION 18. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

SECTION 19. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of the County and the Developer and their respective heirs, legal representatives and successors or assigns.

SECTION 20. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

SECTION 21. SEVERABILITY. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 22. CONSTRUCTION.

A. This Agreement shall not be construed against either party on the basis of it being the drafter of this Agreement.

B. This Agreement shall not operate as a development order or permit or a development approval of any type. No waiver or fulfillment of any condition or development arising from the Flagler County Comprehensive Plan or the Land Development code is intended and none shall be implied from the terms of this Agreement.

SECTION 23. MODIFICATIONS OR AMENDMENTS IN WRITING. Any modification, amendment or alteration in the terms or conditions contained herein shall not be effective unless contained in a written document executed by the parties with the same formality as herewith.

SECTION 24. RELATIONSHIP OF THE PARTIES. The relationship of the parties to this Agreement is contractual, and the Developer is not an agent of the County. Nothing herein shall be deemed to create a joint venture or principal/agent relationship between the parties, and neither party is authorized to nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

SECTION 25. SOVEREIGN IMMUNITY. Notwithstanding any other provision set forth in this Agreement nothing contained in this Agreement shall be construed as a waiver of the County's right to sovereign immunity under Section 726.88, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law. This paragraph shall survive termination of this Agreement.

SECTION 26. WAIVER. Failure of the County to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

SECTION 27. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally,

transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

SECTION 28. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDINGS WITH RESPECT TO ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below.

Signed, sealed and delivered
in the presence of:

US CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: _____

By: _____
Allan Feker, Manager

Print Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Draft Dated: November 29, 2016

APPROVED this ____ day of _____, 2016, by the Flagler County Board of County Commissioners.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_____, Chair

ATTEST:

Gail Wadsworth, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

EXHIBIT "A"
The Conservation Park Area

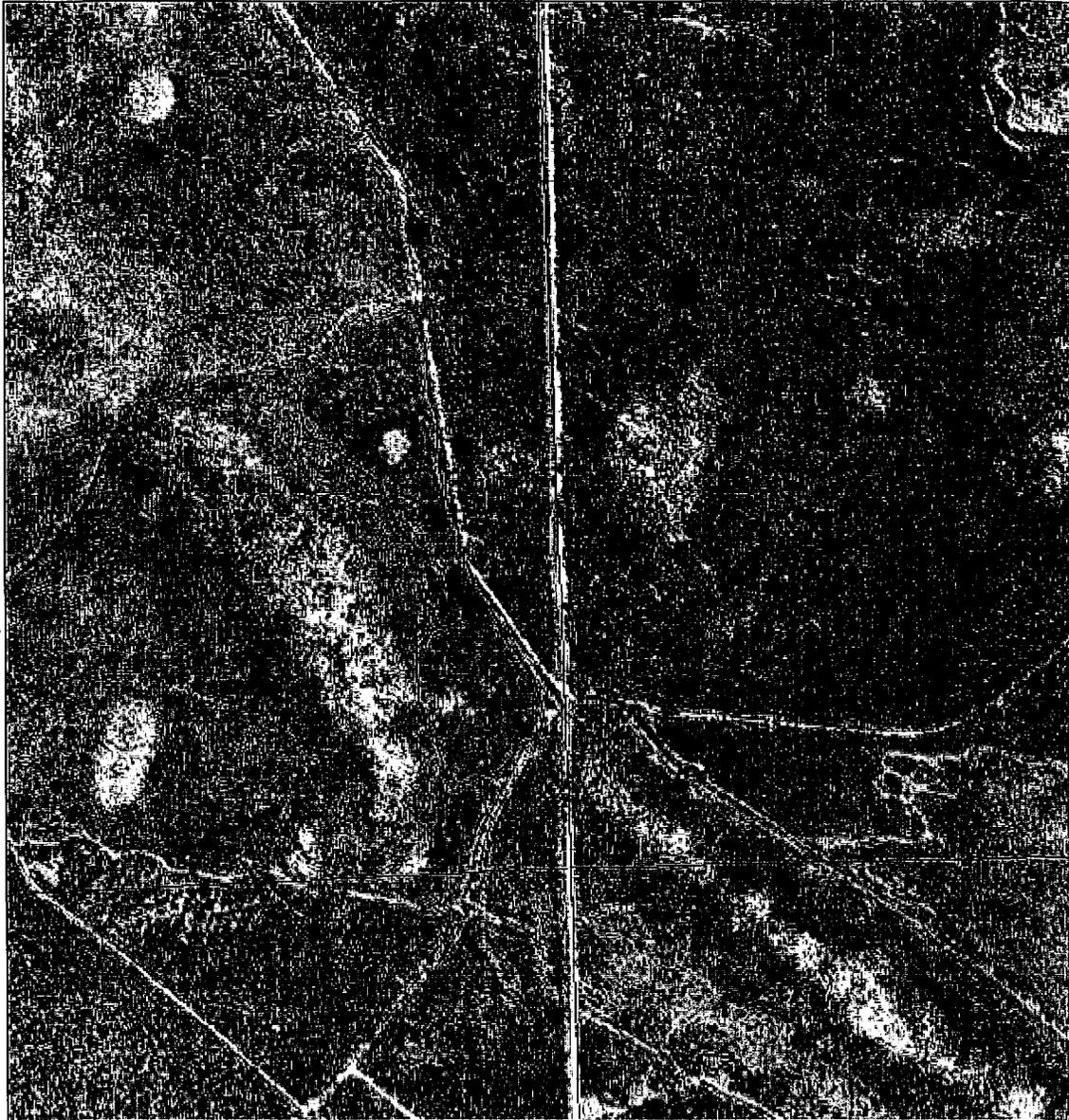
CONSERVATION AREA LEGAL DESCRIPTION:

ALL OF SECTION 17 AND SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING S01°23'37"E ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4072.41'; THENCE S88°09'57"W DEPARTING SAID SECTION LINE A DISTANCE OF 5304.19' TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 15; THENCE DEPARTING SAID INTERSECTION S88°11'54"W A DISTANCE OF 2619.76' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°41'45"E A DISTANCE OF 2304.78'; THENCE S43°13'25"E A DISTANCE OF 749.86'; THENCE S40°56'30"E A DISTANCE OF 898.99'; THENCE S33°37'40"E A DISTANCE OF 508.06'; THENCE S64°21'36"E A DISTANCE OF 226.21'; THENCE S01°13'55"W A DISTANCE OF 234.10'; THENCE S33°53'03"E A DISTANCE OF 538.61' TO A CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE ALONG SAID CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF D=007°45'44", A RADIUS OF R=2800.00', AN ARC LENGTH OF L=379.34', A CHORD BEARING OF CB=S48°41'25"W, AND A CHORD DISTANCE OF CH=379.05' TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S44°48'33"W A DISTANCE OF 249.66'; THENCE DEPARTING THE RIGHT-OF-WAY OF AIRPORT ROAD N14°10'38"W A DISTANCE OF 51.47'; THENCE N53°38'41"W A DISTANCE OF 894.33'; THENCE S51°35'29"W A DISTANCE OF 974.13' TO A CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=018°32'46", A RADIUS OF R=812.00', AN ARC LENGTH OF L=262.84', A CHORD BEARING OF CB=S62°51'10"W, AND A CHORD DISTANCE OF CH=261.69' TO A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=042°18'27", A RADIUS OF R=917.00', AN ARC LENGTH OF L=677.12', A CHORD BEARING OF CB=S50°58'19"W, AND A CHORD DISTANCE OF CH=661.84' TO A POINT OF TANGENCY; THENCE S29°49'06"W A DISTANCE OF 645.54'; THENCE S24°21'45"W A DISTANCE OF 276.51' TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S88°05'26"W ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 1335.50' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE DEPARTING THE SOUTH LINE OF SECTION 21, S87°39'57"W ALONG THE SOUTH LINE OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2665.28' TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 20, S87°39'38"W A DISTANCE OF 2664.85' TO THE SOUTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE SOUTH LINE OF SECTION 20 N01°23'49"W ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 5321.15' TO THE NORTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE WEST LINE OF SECTION 20 N01°04'12"W ALONG THE WEST LINE OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 5287.15' TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE DEPARTING THE WEST LINE OF SECTION 17 N88°06'34"E ALONG THE NORTH LINE OF SECTION 17 A DISTANCE OF 5312.21' TO THE NORTHEAST CORNER OF SECTION 17; THENCE DEPARTING THE NORTH LINE OF SECTION 17 N88°11'54"E ALONG THE NORTH LINE OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2647.92' TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE DEPARTING THE NORTH LINE OF SECTION 16 S01°41'45"E A DISTANCE OF 4072.26' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT "B"
Conceptual Permit No. [_____]

EXHIBIT "C"
Location for Borrow Pit
West of 40 Grade



November 3, 2016

1:5,564

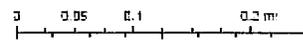


EXHIBIT "D"
Form of the Temporary Access Easement

EXHIBIT “E”
Minimum Insurance Requirements

During the term of this Agreement, Developer at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Developer. Developer shall provide the County a certificate of insurance evidencing such coverage. Developer’s insurance coverage shall be primary insurance as respects to the County for all applicable policies. The limits of coverage under each policy maintained by Developer shall not be interpreted as limiting Developer’s liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the County’s Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the County, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Developer against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Developer under this Agreement.

The following insurance policies are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the Developer shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability/ Environmental Impairment Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per pollution condition arising out of work performed under this Agreement. Coverage must include third party liability, remediation legal liability, and contingent transportation liability.

Policy must include coverage for Contractual Liability and Independent Contractors.

The County, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or

Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Developer. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

Insurance Certificate Requirements

- a. The Developer shall provide the County with valid Certificates of Insurance (binders are unacceptable) upon execution of this agreement.
- b. The Developer shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Developer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Developer shall provide the County with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The County shall be named as an Additional Insured with a Waiver of Subrogation.
- g. The Agreement, Bid/Contract number event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

Flagler County Board of County Commissioners
Bunnell Fl

The Developer has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the County as an Additional Insured shall be at the Applicant's expense.

EXHIBIT "F"
Regional Park Area Property

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S. 87°26'24" W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 471.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT OF WAY; THENCE CONTINUE S. 87°26'13" W, ALONG SAID SOUTH LINE A DISTANCE OF 110.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SAID POINT ALSO BEING ON A CURVE AND BEING THE POINT OF BEGINNING; THENCE CONTINUE S. 87°26'13" W, ALONG SAID SOUTH LINE A DISTANCE OF 776.82 FEET; THENCE LEAVING SAID SOUTH LINE, N. 24°21'45" E., A DISTANCE OF 276.51 FEET; THENCE N. 29°49'06" E., A DISTANCE OF 645.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 917.00 FEET AND A CENTRAL ANGLE OF 42°18'27"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 677.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 812.00 FEET AND A CENTRAL ANGLE OF 18°32'46"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 262.84 FEET TO THE POINT OF TANGENCY; THENCE N. 51°35'29" E., A DISTANCE OF 974.13 FEET; THENCE S. 53°38'41" E., A DISTANCE OF 894.33 FEET; THENCE S. 14°10'38" E., A DISTANCE OF 51.47 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 25°07'47", AND A CHORD BEARING AND DISTANCE OF S. 57°49'45" W., 1065.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1074.56 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 3 COURSES; S. 70°23'39" W, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 48°40'58"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 977.13 FEET TO THE POINT OF BEGINNING.

Prepared by:

Return original or certified recorded document to:

SJRWMD
4049 Reid Street
Palatka, Florida 32177

THIS DEED OF CONSERVATION EASEMENT (the "Conservation Easement") is given this _____ day of _____, 2016, by US Capital Alliance, LLC., a Florida limited liability company ("Grantor"), whose mailing address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174, to the St. Johns River Water Management District ("Grantee") with third party enforcement rights to the United States Army Corps of Engineers ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined). The term "Grantee" shall include any successor or assignee of Grantee, and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Flagler County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Conceptual Permit No. _____ and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Property is also subject to the terms and conditions of that certain Development Order for Hunter's Ridge, A Development Of Regional Impact, effective as of November 15, 2010, as approved by Flagler County Resolution No. 2010-61 and as recorded in Official Records Book 1803, Page 648, Public Records of Flagler County, Florida and that certain Joint Stipulation (the "Joint Stipulation"), dated December 6, 1990, as recorded in Official Records Book 455, Page 1126, Public Records of Flagler County, Florida (hereinafter collectively referred to as the "Development Order"); and

WHEREAS, the Development Order requires the Grantor to donate and convey the Property described on Exhibit "B" (the "Conservation Easement Area") to the County of Flagler and at Grantee's option, Grantee; and

WHEREAS, Flagler County intends to utilize the Conservation Easement Area as a passive park in accordance with the terms and conditions of this Conservation Easement, Conceptual Permit # _____ (or any modifications thereto), and any Management Plan which has been approved in writing by Grantee; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, the Grantor recognizes the natural, scenic and special character of the subject Conservation Easement Area and the purpose of conserving the natural value and character of the Conservation Easement Area by entering into this Conservation Easement, which shall conserve the ecological and hydrological integrity of the Conservation Easement Area, conserve and protect the animal and plant populations and prohibit certain further development activity thereon; and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, in accordance with the Permit, in an enhanced, restored, or created condition with passive park activities.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, and any passive park development activities as authorized herein or by Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground except as provided herein;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

- c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface except as provided herein;
- e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
- g. The subdivision of the Conservation Area;
- h. Acts or uses detrimental to such aforementioned retention of land or water areas; and
- i. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, and the intent and purposes of this Conservation Easement. Grantor specifically reserves the right to passive recreational uses that are not contrary to the purpose of this Conservation Easement, which include the following:

- a. The utilization of the Conservation Area by the public for resource-based recreational activities including, but not be limited to, equestrian activities, horseback riding and horseback riding trails, temporary natural surface walking/running trails, hiking, bicycling, kayaking, canoeing, and birding and such other activities or structures which qualify for regulatory permit exemptions;
- b. Any additional uses as may be authorized via the Management Plan;
- c. The right to utilize, maintain, and repair roads and trails within the Conservation Area which are displayed on the **[Management Plan's Baseline Condition Map]** for access and land management purposes. Additionally, existing trails may be marked and utilized for public equestrian use and hiking. This reservation includes, but is not limited to, the utilization of the existing access easement known as the "Forty Grade" easement, which shall remain open as an access road to include, but not be limited to emergency vehicles, as an emergency exit route for nearby residents, for land management, as potential equestrian trails, and other potential passive recreation uses as allowed, unless agreed to be closed by Grantee and other third parties retaining easement interests;

d. The right to utilize and maintain the "Forty Grade" easement as a haul route for borrow pit activity for the limited duration of 12 months, subject to the approval of Flagler County and its determination that the proposed activity is consistent with the Joint Stipulation; and

e. Grantor, its successors and assigns, may make request to modify the Management Plan, subject to Grantee's approval, to allow additional resource based recreation activities including but not limited to observation/fishing platforms, equestrian corrals and watering posts, camping and camping amenities, trail creation, informational kiosks and signage, boardwalks over wetland areas, and environmentally sensitive bathroom facilities, subject to permitting requirements, and amendment of this Conservation Easement.

5. Rights of the Third Party Beneficiary. The Third Party Beneficiary shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Third Party Beneficiary at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Third Party Beneficiary. The Grantee shall consider any comments or objections from the Third Party Beneficiary when making the final decision to release or amend this Conservation Easement.

6. US Capital Alliance, LLC's Reserved Rights.

a. US Capital Alliance, LLC and/or its successors and assigns, shall retain the right to engage in such activities within the Conservation Easement Area which are designed to enhance or restore the natural communities and wetlands for the purpose of increasing the value of the wetland mitigation it is providing under the Permit, and to perform any activities authorized by the Permit (or any modification thereto), and any Management Plan which has been approved in writing by Grantee, provided Grantee has been given notice, if such notice is required by Permit or Management Plan.

b. The reserved rights set forth in this Section 6, shall survive any transfer by US Capital Alliance, LLC to Flagler County of its fee simple interest in the Conservation Easement Area. There shall be no merger of these rights by operation of the delivery of the Warranty Deed by Grantor to Flagler County for the Conservation Easement Area, and the County shall consent to the execution of this Conservation Easement, and said consent shall constitute a waiver of any defense of the merger doctrine to this Conservation Easement.

7. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

8. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

9. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. Third Party Beneficiary's Enforcement Rights. The Third Party Beneficiary of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

11. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

12. Assignment. Grantee will hold this Conservation Easement exclusively for conservation and passive park purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws and it.

13. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

14. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

15. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

16. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Flagler County, Florida.

17. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Flagler County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and easements of record; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Allan Feker, as Manager of US Capital Alliance, LLC, a Florida Limited Liability Company has hereunto set its authorized hand this _____ day of _____, 2016.

A Florida corporation or a Florida Limited Liability Company (*choose one*)

By: _____
(Signature)

Name: Allan Feker
(Print)

Title: Manager

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared Allan Feker, the person who subscribed to the foregoing instrument, as the Manager (title), of US Capital Alliance, LLC (corporation), a Florida corporation, or Florida Limited Liability Company (*choose one*) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (*choose one*) and the he/she was duly authorized to do so. He is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)
My Commission Expires: _____

Consent of Flagler County:

By: _____
Name:
Title:
Date:

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____ (*Note: insert name of WMD or DEP*) applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

_____ day of _____, 20__.

By: _____
(Signature)

(Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN]

Please return to:
Albert J. Hadeed, County Attorney
1769 E Moody Blvd, Bldg #2
Bunnell, FL 32110

ASSIGNMENT OF RIGHTS AND LICENSES

This Assignment of Rights and Licenses is made and entered into this ____ day of _____, 2016 (the "Assignment"), by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174, and its respective successors and assigns (hereinafter collectively referred to as "Grantor") and FLAGLER COUNTY, a political subdivision of the State of Florida, 1769 E. Moody Blvd., Building 2, Bunnell, FL 32110 (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of property located within Flagler County, Florida, more particularly described in Exhibit "A" (the "Conservation Park Area") and in Exhibit "B" (the "Regional Park Property" and together with the Conservation Park Area, collectively, the "Property"); and

WHEREAS, the Property is subject to that certain Joint Stipulation, dated December 6, 1990, as recorded in Official Records Book 455, Page 1126, Public Records of Flagler County, Florida (the "Joint Stipulation"); and

WHEREAS, the Joint Stipulation provides that the Grantor shall convey the Property to the Grantee, subject to a reservation of certain specified timber interests, equestrian use rights and hunting interests; and

WHEREAS, the Grantor and Grantee subsequently entered into that certain Development Order for Hunter's Ridge, A Development Of Regional Impact, effective as of November 15, 2010, as approved by Flagler County Resolution No. 2010-61 and as recorded in Official Records Book 1803, Page 648, Public Records of Flagler County, Florida (the "Development Order"); and

WHEREAS, Grantor agreed pursuant to Section IV, Special Condition 7(c) of the Development Order to assign its hunting, equestrian and silviculture rights to the Grantee; and

WHEREAS, contemporaneously with the execution and recordation of this Assignment, Grantor is conveying the Property to Grantee; and

WHEREAS, the Grantor and the Grantee are entering into this Assignment in order to comply with the requirements of the Development Order and to otherwise extinguish any reservation of rights the Grantor may have with respect to hunting, equestrian and silviculture rights which were contemplated by the Joint Stipulation; and

WHEREAS, Section IV, Special Condition 7(c) of the Development Order allowed the Grantee to conduct certain silviculture activities within the Property, subject to the Grantee's obligation to provide the Grantor with the proceeds from the harvest of the first two hundred (200) acres; and

WHEREAS, in April of 2011, the Grantee alleged that the Grantor engaged in silviculture activity in violation of the Development Order; and

WHEREAS, to resolve the dispute between the Grantor and the Grantee, the Grantor intends to assign any remaining rights it may have to future silviculture harvesting proceeds in order to remedy the alleged disputed prior actions in April of 2011, and the Grantee has agreed to the remedy, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Grantor and the Grantee, for and in consideration of the promises and mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

SECTION 1. ASSIGNMENT OF RIGHTS. At the request of the County and pursuant to the Development Order, the Grantor does hereby assign, grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of its hunting, equestrian and silviculture rights and all licenses related thereto on the Property, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to such rights and licenses. Grantee hereby accepts the assignment of the hunting, equestrian, and silviculture rights, in compliance with Section IV, Special Condition 7(c) of the Development Order. Notwithstanding anything contained herein to the contrary, the Grantor and its successors and assigns may utilize the Conservation Park Area for passive recreation purposes, including equestrian activities, to the same extent as the public is otherwise allowed and provided same is not prohibited by any regulatory authority.

SECTION 2. SETTLEMENT OF CLAIM FOR UNAUTHORIZED TIMBER HARVESTING. To resolve the unauthorized April 2011 timber harvesting conducted by the Grantor, the Grantor hereby assigns to Grantee any remaining rights it may have pursuant to Section IV, Special Condition 7(c) of the Development Order to any proceeds that may result from the Grantee's silviculture activities on the Property.

The Grantor further consents, as the master developer/applicant of the Hunter's Ridge DRI, to amend the Development Order to reflect the changes outlined in this Assignment in the event that an amendment to the Development Order is ultimately determined to be legally necessary. The Grantee has the sole determination as to whether an amendment to the Development Order is necessary.

SECTION 3. ENTIRE AGREEMENT. This Assignment constitutes the entire agreement between the Grantor and the Grantee regarding the transfer and assignment of hunting,

equestrian, and silviculture rights and alleged unauthorized April 2011 timber harvesting operations. There are no understandings dealing with the subject matter of this Assignment other than those contained herein. This Assignment may not be modified, changed or amended, except in writing signed by the Grantor and the Grantee hereto.

SECTION 4. BINDING EFFECT. The Grantor represents to the Grantee that it has undertaken all necessary actions to execute this Assignment, and that it has the legal authority to enter into this Assignment and to undertake all obligations imposed on it by this Assignment.

SECTION 5. RECORDING. This Assignment shall be recorded in the Public Records (Land Records) of Flagler County, Florida, and shall be a public record under the provisions of State law.

[SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed and delivered
in our presence:

US Capital Allicance, LLC, a Florida limited
liability company

By: _____
Allan Feker, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Draft Dated: September 28 2016

APPROVED this ____ day of _____, 2016, by the Flagler County Board of County Commissioners.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

[____], Chair

ATTEST:

Gail Wadsworth, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

EXHIBIT "A"
The Conservation Park Area

ALL OF SECTION 17 AND SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING S01°23'37"E ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4072.41'; THENCE S88°09'57"W DEPARTING SAID SECTION LINE A DISTANCE OF 5304.19' TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 15; THENCE DEPARTING SAID INTERSECTION S88°11'54"W A DISTANCE OF 2619.76' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°41'45"E A DISTANCE OF 2304.78'; THENCE S43°13'25"E A DISTANCE OF 749.86'; THENCE S40°56'30"E A DISTANCE OF 898.99'; THENCE S33°37'40"E A DISTANCE OF 508.06'; THENCE S64°21'36"E A DISTANCE OF 226.21'; THENCE S01°13'55"W A DISTANCE OF 234.10'; THENCE S33°53'03"E A DISTANCE OF 538.61' TO A CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE ALONG SAID CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF D=007°45'44", A RADIUS OF R=2800.00', AN ARC LENGTH OF L=379.34', A CHORD BEARING OF CB=S48°41'25"W, AND A CHORD DISTANCE OF CH=379.05' TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S44°48'33"W A DISTANCE OF 249.66'; THENCE DEPARTING THE RIGHT-OF-WAY OF AIRPORT ROAD N14°10'38"W A DISTANCE OF 51.47'; THENCE N53°38'41"W A DISTANCE OF 894.33'; THENCE S51°35'29"W A DISTANCE OF 974.13' TO A CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=018°32'46", A RADIUS OF R=812.00', AN ARC LENGTH OF L=262.84', A CHORD BEARING OF CB=S62°51'10"W, AND A CHORD DISTANCE OF CH=261.69' TO A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=042°18'27", A RADIUS OF R=917.00', AN ARC LENGTH OF L=677.12', A CHORD BEARING OF CB=S50°58'19"W, AND A CHORD DISTANCE OF CH=661.84' TO A POINT OF TANGENCY; THENCE S29°49'06"W A DISTANCE OF 645.54'; THENCE S24°21'45"W A DISTANCE OF 276.51' TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S88°05'26"W ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 1335.50' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE DEPARTING THE SOUTH LINE OF SECTION 21, S87°39'57"W ALONG THE SOUTH LINE OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2665.28' TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 20, S87°39'38"W A DISTANCE OF 2664.85' TO THE SOUTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE SOUTH LINE OF SECTION 20 N01°23'49"W ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 5321.15' TO THE NORTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE WEST LINE OF SECTION 20 N01°04'12"W ALONG THE WEST LINE OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 5287.15' TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE DEPARTING THE WEST LINE OF SECTION 17 N88°06'34"E ALONG THE NORTH LINE OF SECTION 17 A DISTANCE OF 5312.21' TO THE NORTHEAST CORNER OF SECTION 17; THENCE DEPARTING THE NORTH LINE OF SECTION 17 N88°11'54"E ALONG THE

Draft Dated: September 28 2016

NORTH LINE OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2647.92' TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE DEPARTING THE NORTH LINE OF SECTION 16 S01°41'45"E A DISTANCE OF 4072.26' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT B

REGIONAL PARK AREA

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S. 87°26'24" W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 471.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT OF WAY; THENCE CONTINUE S. 87°26'13" W, ALONG SAID SOUTH LINE A DISTANCE OF 110.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SAID POINT ALSO BEING ON A CURVE AND BEING THE POINT OF BEGINNING; THENCE CONTINUE S. 87°26'13" W, ALONG SAID SOUTH LINE A DISTANCE OF 776.82 FEET; THENCE LEAVING SAID SOUTH LINE, N. 24°21'45" E., A DISTANCE OF 276.51 FEET; THENCE N. 29°49'06" E., A DISTANCE OF 645.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 917.00 FEET AND A CENTRAL ANGLE OF 42°18'27"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 677.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 812.00 FEET AND A CENTRAL ANGLE OF 18°32'46"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 262.84 FEET TO THE POINT OF TANGENCY; THENCE N. 51°35'29" E., A DISTANCE OF 974.13 FEET; THENCE S. 53°38'41" E., A DISTANCE OF 894.33 FEET; THENCE S. 14°10'38" E., A DISTANCE OF 51.47 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 25°07'47", AND A CHORD BEARING AND DISTANCE OF S. 57°49'45" W., 1065.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1074.56 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 3 COURSES; S. 70°23'39" W, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 48°40'58"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 977.13 FEET TO THE POINT OF BEGINNING.

40 GRADE
GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 2016, by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (hereinafter referred to as “Grantor”) and FLAGLER COUNTY, a political subdivision of the State of Florida (hereinafter referred to as “Grantee”).

WHEREAS, the Grantor is seized in fee simple and in possession of lands across the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida lying North of State Road 40 and that particular portion of it described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor; and

WHEREAS, Grantee desires to acquire a certain easement (“Easement”) over a portion of Grantor’s property, which is also subject to other third party easements; and

WHEREAS, Grantor has agreed for the sum of \$10.00 and other good and valuable consideration to convey to Grantee and all other persons claiming by, through or under Grantee, or any of them, their predecessors in title or their heirs, assigns, or legal representatives, an easement or right of way over the land described below, for the purposes and in the manner expressed below; and

WHEREAS, Grantor is obligated to convey to Grantee said Easement pursuant to the Hunter’s Ridge DRI Development Order as approved by Grantee on November 15, 2010 (the “DRI Development Order”).

NOW, THEREFORE, the Grantor grants unto the Grantee, its heirs and assigns, a perpetual 60 foot wide easement over the existing roadway commonly known as “40 Grade”, from State Road 40, northward to its terminus at Strickland Road/Durance Lane, with full and free right and liberty for them and their tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways, to improve and maintain the roadway and install associated improvements, and to install utilities lines on or under the Easement.

This Grant of Easement shall be subject to the following conditions:

1. The parties acknowledge that the current location of 40 Grade meanders within the area more particularly described as: the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21,

Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40. The parties agree the existing location of the 40 Grade roadway may be moved, altered, shifted or otherwise modified by Grantee from time to time, within the Easement, in the sole discretion of Grantee, providing that the width of the 40 Grade roadway easement area does not exceed 60 feet. Grantee may cause a survey of 40 Grade to be performed and a legal description to be prepared, and the parties agree that upon completion, Grantee may record an amendment to this Agreement in order to more particularly describe the 40 Grade Easement.

2. Grantee shall maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement. The operation and maintenance of such improvements and of the Easement shall be at Grantee's sole cost and expense.
3. Grantor hereby reserves the right to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the "SJRWMD") and consistent with conservation easements between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein.
4. Through the date of conveyance, Grantor shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantor's interest in the Easement, or against any of Grantor's real property subject to the Easement.
5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
6. This instrument shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and the benefits and burdens herein shall run with the land.

TO HAVE AND TO HOLD the Easement or right of way hereby granted unto Grantee, its heirs and assigns, as appurtenant to the land of the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair, nor does the Grantor, its heirs and assigns, assume any liability or responsibility to Grantee, its heirs and assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with Grantee, its heirs or assigns, or otherwise.

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

Signed, sealed and delivered
in our presence:

U.S. Capital Alliance, LLC, a Florida limited
liability company,

By: _____
Allan Feker, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

APPROVED this ____ day of _____, 2016, by the
Flagler County Board of County Commissioners.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

[____], Chair

ATTEST:

Gail Wadsworth, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

WARRANTY DEED

THIS WARRANTY DEED made this ___ day of _____ 2016 between U.S. CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (the “Grantor”) and to FLAGLER COUNTY, 1769 East Moody Boulevard, Bunnell, Florida 32110, in fee simply (hereafter referred to as “Grantee”).

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee’s heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida (the “Property”), to-wit:

SEE ATTACHED EXHIBIT “A”

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit “B,” attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in Paragraph 2 of that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 455, Page 1126, *et. seq.*, Public Records of Flagler County. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: _____

By: _____
Allan Feker, Manager

Print Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

PARCEL A:
CONSERVATION AREA LEGAL DESCRIPTION:

ALL OF SECTION 17 AND SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING S01°23'37"E ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4072.41'; THENCE S88°09'57"W DEPARTING SAID SECTION LINE A DISTANCE OF 5304.19' TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 15; THENCE DEPARTING SAID INTERSECTION S88°11'54"W A DISTANCE OF 2619.76' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°41'45"E A DISTANCE OF 2304.78'; THENCE S43°13'25"E A DISTANCE OF 749.86'; THENCE S40°56'30"E A DISTANCE OF 898.99'; THENCE S33°37'40"E A DISTANCE OF 508.06'; THENCE S64°21'36"E A DISTANCE OF 226.21'; THENCE S01°13'55"W A DISTANCE OF 234.10'; THENCE S33°53'03"E A DISTANCE OF 538.61' TO A CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE ALONG SAID CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF D=007°45'44", A RADIUS OF R=2800.00', AN ARC LENGTH OF L=379.34', A CHORD BEARING OF CB=S48°41'25"W, AND A CHORD DISTANCE OF CH=379.05' TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S44°48'33"W A DISTANCE OF 249.66'; THENCE DEPARTING THE RIGHT-OF-WAY OF AIRPORT ROAD N14°10'38"W A DISTANCE OF 51.47'; THENCE N53°38'41"W A DISTANCE OF 894.33'; THENCE S51°35'29"W A DISTANCE OF 974.13' TO A CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=018°32'46", A RADIUS OF R=812.00', AN ARC LENGTH OF L=262.84', A CHORD BEARING OF CB=S62°51'10"W, AND A CHORD DISTANCE OF CH=261.69' TO A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=042°18'27", A RADIUS OF R=917.00', AN ARC LENGTH OF L=677.12', A CHORD BEARING OF CB=S50°58'19"W, AND A CHORD DISTANCE OF CH=661.84' TO A POINT OF TANGENCY; THENCE S29°49'06"W A DISTANCE OF 645.54'; THENCE S24°21'45"W A DISTANCE OF 276.51' TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S88°05'26"W ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 1335.50' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE DEPARTING THE SOUTH LINE OF SECTION 21, S87°39'57"W ALONG THE SOUTH LINE OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2665.28' TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 20, S87°39'38"W A DISTANCE OF 2664.85' TO THE SOUTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE SOUTH LINE OF SECTION 20 N01°23'49"W ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 5321.15' TO THE NORTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE WEST LINE OF SECTION 20 N01°04'12"W ALONG THE WEST LINE OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 5287.15' TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE DEPARTING THE WEST LINE OF SECTION 17 N88°06'34"E ALONG THE NORTH LINE OF SECTION 17 A DISTANCE OF 5312.21' TO THE NORTHEAST CORNER OF SECTION 17; THENCE DEPARTING THE NORTH LINE OF SECTION 17 N88°11'54"E ALONG THE

NORTH LINE OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2647.92' TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE DEPARTING THE NORTH LINE OF SECTION 16 S01°41'45"E A DISTANCE OF 4072.26' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

AND

PARCEL B:

REGIONAL PARK AREA LEGAL DESCRIPTION (PARCEL Q):

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S. 87°26'24" W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 471.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT OF WAY; THENCE CONTINUE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 110.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SAID POINT ALSO BEING ON A CURVE AND BEING THE POINT OF BEGINNING; THENCE CONTINUE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 776.82 FEET; THENCE LEAVING SAID SOUTH LINE, N. 24°21'45" E., A DISTANCE OF 276.51 FEET; THENCE N. 29°49'06" E., A DISTANCE OF 645.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 917.00 FEET AND A CENTRAL ANGLE OF 42°18'27"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 677.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 812.00 FEET AND A CENTRAL ANGLE OF 18°32'46"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 262.84 FEET TO THE POINT OF TANGENCY; THENCE N. 51°35'29" E., A DISTANCE OF 974.13 FEET; THENCE S. 53°38'41" E., A DISTANCE OF 894.33 FEET; THENCE S. 14°10'38" E., A DISTANCE OF 51.47 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 25°07'47", AND A CHORD BEARING AND DISTANCE OF S. 57°49'45" W., 1065.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1074.56 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 3 COURSES; S. 70°23'39" W, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 48°40'58"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 977.13 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
Permitted Exceptions

[TO BE UPDATED PRIOR TO CLOSING]

1. Oil, gas, mineral, or other reservations as set forth in deed by Tomoka Land Company recorded in Deed Book 36, Page 79, and Notice of Claim recorded in O.R. Book 69, Page 229, and conveyed by Consolidated-Tomoka Land Co. to Indigo Group Inc., a Florida corporation under Warranty Deed recorded in O.R. Book 1174, Page 917, Public Records of Flagler County, Florida. No determination has been made as to the current record owner for the interest excepted herein. (As to both Parcels A and B)
2. Resolution No. 2010-61 recorded in O.R. Book 1803, Page 648, Amending and Replacing in its Entirety the Development Order recorded in O.R. Book 423, Page 669, Adoption of Development Order recorded in O.R. Book 455, Page 1019, and Amendment recorded in O.R. Book 465, Page 1466, Public Records of Flagler County, Florida. (As to both Parcels A and B)
3. Easement set forth in Warranty Deed recorded in O.R. Book 222, Page 372, Public Records of Flagler County, Florida, referring to Easement over the Westerly 80 feet of Sections 16 and 21, Township 14 South, Range 31 East, recorded in O.R. Book 2261, Page 224 in the Public Records of Volusia County, Florida, which does not appear of record in Flagler County, Florida. Note: Also see Affidavit recorded in O.R. Book 590, Page 1789. (As to that part of Parcel A, lying in Sections 16 and 21, Township 14 South, Range 31 East)
4. Grant of Easement in favor of Leonard Durrance recorded in O.R. Book 591, Page 536, Public Records of Flagler County, Florida. (As to that part of Parcel A, lying in Sections 16 and 21, Township 14 South, Range 31 East)
5. Notice of Noncompliance pursuant to Florida Statute 380.06, Noncompliance issues under the Hunters Ridge Development Order and Notice of Flagler County's Rights, recorded in O.R. Book 1888, Page 192 and re-recorded in O.R. Book 1888, page 1208, Public Records of Flagler County, Florida, setting forth violations, terms and conditions together with a stay of Development Activity. (As to both Parcels A and B)[TO BE REMOVED]
6. Conservation Easement in favor of St. Johns River Water Management District recorded April 21, 2009 in O.R. Book 1712, Page 1123, Public Records of Flagler County, Florida. (As to Parcel A)
7. Conservation Easement in favor of St. Johns River Water Management District recorded March 18, 2010 in O.R. Book 1760, Page 948, Public Records of Flagler County, Florida, (As to that portion of Parcel A, lying in Section 20)
8. Conservation Easement in favor of St. Johns River Water Management District recorded June 10, 2013 in O.R. Book 1945, Page 1511, Public Records of Flagler County, Florida. (As to that part of Parcel A, lying Section 20)
9. Agreement for Exclusive Right to Manage, Market and Sell Carbon Credits as contained in Affidavit recorded in O.R. Book 1731, Page 1265, Public Records of Flagler County, Florida. (As to Parcel A) [TO BE REMOVED]
10. Perpetual and exclusive easement and right-of-way for public street purposes granted to the City of Ormond Beach under the Right of Way Deed recorded in O.R. Book 1572, Page 1959, Public Records of Flagler County, Florida. (As to any portion lying within Parcel B)
11. Subject property abuts a drainage right-of-way and by reason thereof, exception is taken to the following:
a) Rights of owners of land abutting upon the waters of canal and retention area. b) Title to beds or bottoms of lakes, rivers, or other bodies of water located on or within the property described herein. c) Riparian and littoral rights are neither guaranteed nor insured and title to any filled and accreted lands is not insured.
12. Assignment of Rights, recorded [] in O.R. Book [], Page [], Public Records of Flagler County, Florida.

13. 40 Grade Grant of Easement, recorded [_____] in O.R. Book [_____] , Page [_____] , Public Records of Flagler County, Florida.
14. Conservation Easement in favor of St. Johns River Water Management District recorded [_____] in O.R. Book [_____] , Page [_____] , Public Records of Flagler County, Florida (As to Parcel A).

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

WARRANTY DEED

THIS WARRANTY DEED made this ___ day of _____ 2016 between U.S. CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (the “Grantor”) and to FLAGLER COUNTY, 1769 East Moody Boulevard, Bunnell, Florida 32110, in fee simply (hereafter referred to as “Grantee”).

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee’s heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida (the “Property”), to-wit:

SEE ATTACHED EXHIBIT “A”

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit “B,” attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: _____

By: _____
Allan Feker, Manager

Print Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION: PUBLIC SAFETY SITE PARCEL

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 01 DEGREES 56 MINUTES 41 SECONDS WEST ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 2146.07 FEET TO THE INTERSECTION OF SAID WESTERLY LINE AND THE CENTERLINE OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE DEPARTING SAID WESTERLY LINE OF SECTION 22 AND ALONG THE CENTERLINE OF AFORESAID AIRPORT ROAD THE FOLLOWING COURSES AND DISTANCES; NORTH 54 DEGREES 30 MINUTES 43 SECONDS EAST A DISTANCE OF 1891.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1650.00 AND A CENTRAL ANGLE OF 21 DEGREES 46 MINUTES 35 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 627.11 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 65 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 623.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 76 DEGREES 17 MINUTES 20 SECONDS EAST A DISTANCE OF 165.02 FEET TO THE INTERSECTION OF THE CENTERLINE OF HUNTERS RIDGE BOULEVARD A 80 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE CONTINUING ALONG SAID AIRPORT ROAD CENTERLINE NORTH 76 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 467.78 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 13 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF AFORESAID AIRPORT ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY NORTH 76 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 248.38 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES; SOUTH 30 DEGREES 19 MINUTES 41 SECONDS EAST A DISTANCE OF 539.78 FEET; THENCE SOUTH 75 DEGREES 48 MINUTES 22 SECONDS WEST A DISTANCE OF 45.03 FEET; THENCE SOUTH 10 DEGREES 05 MINUTES 51 SECONDS WEST A DISTANCE OF 91.84 FEET; THENCE SOUTH 04 DEGREES 23 MINUTES 46 SECONDS WEST A DISTANCE OF 78.45 FEET; THENCE SOUTH 31 DEGREES 15 MINUTES 21 SECONDS EAST A DISTANCE OF 99.27 FEET; THENCE SOUTH 06 DEGREES 24 MINUTES 56 SECONDS WEST A DISTANCE OF 91.03 FEET; THENCE SOUTH 30 DEGREES 36 MINUTES 54 SECONDS WEST A DISTANCE OF 76.52 FEET; THENCE NORTH 86 DEGREES 23 MINUTES 42 SECONDS WEST A DISTANCE OF 42.97 FEET; THENCE SOUTH 65 DEGREES 17 MINUTES 35 SECONDS WEST A DISTANCE OF 219.53 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 14 SECONDS WEST A DISTANCE OF 39.34 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 38 SECONDS WEST A DISTANCE OF 29.07 FEET; THENCE NORTH 37 DEGREES 24 MINUTES 01 SECONDS EAST A DISTANCE OF 42.54 FEET; THENCE NORTH 12 DEGREES 00 MINUTES 02 SECONDS EAST A DISTANCE OF 81.68 FEET; THENCE NORTH 52 DEGREES 57 MINUTES 03 SECONDS EAST A DISTANCE OF 15.11 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS EAST A DISTANCE OF 45.42 FEET; THENCE NORTH 60 DEGREES 58 MINUTES 48 SECONDS WEST A DISTANCE OF 19.32 FEET; THENCE NORTH 28 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 125.86 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 24 SECONDS EAST A

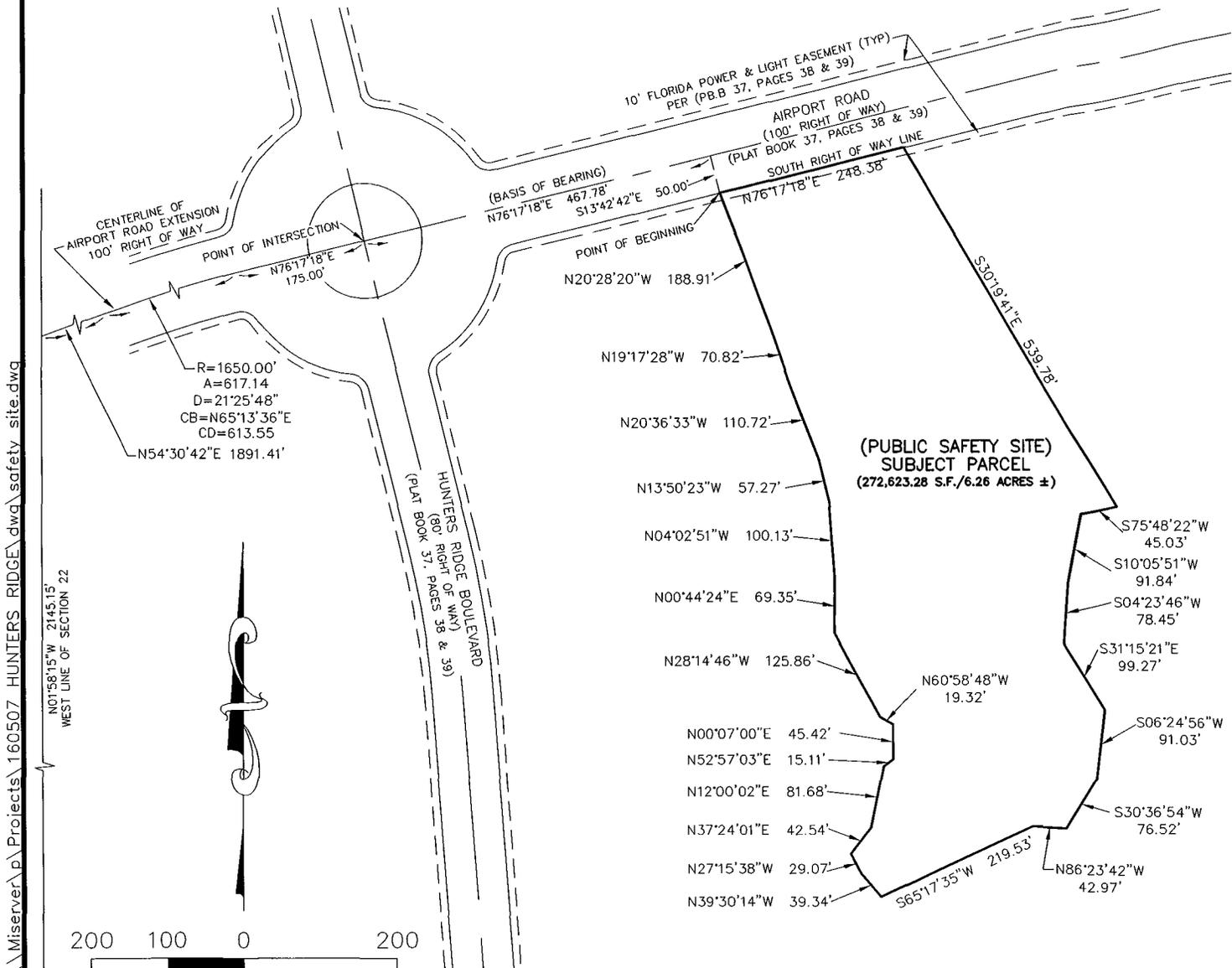
DISTANCE OF 69.35 FEET; THENCE NORTH 04 DEGREES 02 MINUTES 51 SECONDS WEST A DISTANCE OF 100.13 FEET; THENCE NORTH 13 DEGREES 50 MINUTES 23 SECONDS WEST A DISTANCE OF 57.27 FEET; THENCE NORTH 20 DEGREES 36 MINUTES 33 SECONDS WEST A DISTANCE OF 110.72 FEET; THENCE NORTH 19 DEGREES 17 MINUTES 28 SECONDS WEST A DISTANCE OF 70.82 FEET; THENCE NORTH 20 DEGREES 28 MINUTES 27 SECONDS WEST A DISTANCE OF 188.92 FEET; TO THE INTERSECTION OF THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF AIRPORT ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING.

Exhibit "B"
Permitted Exceptions

1. Oil, gas, mineral, or other reservations as set forth in deed by Tomoka Land Company recorded in Deed Book 36, Page 79, and Notice of Claim recorded in O.R. Book 69, Page 229, and conveyed by Consolidated-Tomoka Land Co. to Indigo Group Inc., a Florida corporation under Warranty Deed recorded in O.R. Book 1174, Page 917, Public Records of Flagler County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
2. Resolution No. 2010-61 recorded in O.R. Book 1803, Page 648, Amending and Replacing in its Entirety the Development Order recorded in O.R. Book 423, Page 669, Adoption of Development Order recorded in O.R. Book 455, Page 1019, and Amendment recorded in O.R. Book 465, Page 1466, Public Records of Flagler County, Florida.
3. Notice of Noncompliance pursuant to Florida Statute 380.06, Noncompliance issues under the Hunters Ridge Development Order and Notice of Flagler County's Rights, recorded in O.R. Book 1888, Page 192 and re-recorded in O.R. Book 1888, page 1208, Public Records of Flagler County, Florida, setting forth violations, terms and conditions together with a stay of Development Activity. [TO BE REMOVED]
4. Matters, including but not limited to easements, shown on map or plat of Airport Road/Hunter's Ridge Boulevard Extension, recorded in Plat Book 37, Page 38, together with Plat Addendum recorded in O.R. Book 1730, Page 1052, and as affected by Resolution recorded in O.R. Book 1803, Page 648 (which provides that the Developer, its successors and/or assigns shall maintain all roads as private roads, but with perpetual, non-exclusive public access, within the Development area as shown therein), Public Records of Flagler County, Florida.
5. Perpetual and exclusive easement and right-of-way for public street purposes granted to the City of Ormond Beach under the Right of Way Deed recorded in O.R. Book 1572, Page 1959, Public Records of Flagler County, Florida.
6. Memorandum of Right-of-Way Consent Agreement recorded in O.R. Book 1319, Page 1953, Public Records of Flagler County, Florida. [TO BE DETERMINED]

SKETCH AND DESCRIPTION

PUBLIC SAFETY SITE
FLAGLER COUNTY, FLORIDA



**(PUBLIC SAFETY SITE)
SUBJECT PARCEL
(272,623.28 S.F./6.26 ACRES ±)**

- NOTES:
1. This Sketch and Description is not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
 - 2 This is not a boundary survey and does not define ownership.
 3. Bearings shown hereon are based on the centerline of Airport Road, as being N76°17'18"E.

SEE SHEET 2 FOR LEGAL DESCRIPTION
SHEET 1 OF 2

MI 006 Plotted: Nov 16, 2016 - 1:51pm. \\Miserver\p\Projects\160507 HUNTERS RIDGE.dwg safety site.dwg

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
 220 Charles Street, Suite A, Port Orange, FL 32129
 PHONE: (321)241-6909 FAX: (321)241-6910
 Certificate Of Authorization: LB2936
 www.carnahan-proctor.com

Prepared for: ALANN ENGINEERING GROUP, INC.

I hereby certify that this sketch to accompany legal description is true and correct to the best of my knowledge and belief and does not represent a boundary survey.

Peter G. Johnson

PETER G. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER NO. 5913
STATE OF FLORIDA

SKETCH AND DESCRIPTION

PUBLIC SAFETY SITE FLAGLER COUNTY, FLORIDA

LEGAL DESCRIPTION:

PUBLIC SAFETY SITE

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE RUN N.01°58.15"E., ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2145.15 FEET TO A POINT ON THE CENTERLINE OF AIRPORT ROAD EXTENSION, A 100 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR COURSES AND DISTANCES; THENCE N.54°30'42"E., 1891.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 21°25'48", AND A CHORD BEARING AND DISTANCE OF N.65°13'36"E., 613.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 617.14 FEET TO THE POINT OF TANGENCY AND A POINT ON THE CENTERLINE OF AIRPORT ROAD, A 100 FOOT WIDE RIGHT OF WAY AS RECORDED IN MAP BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.76°17'18"E., ALONG SAID CENTERLINE, A DISTANCE OF 175.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF HUNTERS RIDGE BOULEVARD, AN 80 FOOT WIDE RIGHT OF WAY, AS RECORDED IN SAID MAP BOOK 37, PAGES 38 & 39; THENCE CONTINUE N.79°17'18"E., ALONG SAID CENTERLINE OF AIRPORT ROAD, A DISTANCE OF 467.78 FEET; THENCE LEAVING SAID CENTERLINE, S.13°42'42"E., A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, AND THE POINT OF BEGINNING;

THENCE N.76°17'18" E., ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 248.38 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.30°19'41"E., A DISTANCE OF 539.78 FEET; THENCE S.75°48'22"W., A DISTANCE OF 45.03 FEET; THENCE S.10°05'51"W., A DISTANCE OF 91.84 FEET; THENCE S.04°23'46"W., A DISTANCE OF 78.45 FEET; THENCE S.31°15'21"E., A DISTANCE OF 99.27 FEET; THENCE S.06°24'56"W., A DISTANCE OF 91.03 FEET; THENCE S.30°36'54"W., A DISTANCE OF 76.52 FEET; THENCE N.86°23'42"W., A DISTANCE OF 42.97 FEET; THENCE S.65°17'35"W., A DISTANCE OF 219.53 FEET; THENCE N.39°31'14"W., A DISTANCE OF 39.34 FEET; THENCE N.27°15'38"W., A DISTANCE OF 29.07 FEET; THENCE N.37°24'01"E., A DISTANCE OF 42.54 FEET; THENCE N.12°00'02"E., A DISTANCE OF 81.68 FEET; THENCE N.52°57'03"E., A DISTANCE OF 15.11 FEET; THENCE N.00°07'00"E., A DISTANCE OF 45.42 FEET; THENCE N.60°58'48"W., A DISTANCE OF 19.32 FEET; THENCE N.28°14'46"W., A DISTANCE OF 125.86 FEET; THENCE N.00°44'24"E., A DISTANCE OF 69.35 FEET; THENCE N.04°02'51"W., A DISTANCE OF 100.13 FEET; THENCE N.13° 50'23"W., A DISTANCE OF 57.27 FEET; THENCE N.20°36'33"W., A DISTANCE OF 110.72 FEET; THENCE N.19°17'28"W., A DISTANCE OF 70.82 FEET; THENCE N.20°28'20"W., A DISTANCE OF 188.91 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 272,623.28 SQUARE FEET, OR 6.26 ACRES MORE OR LESS.

SEE SHEET 1 FOR SKETCH
SHEET 2 OF 2



CARNAHAN • PROCTOR • CROSS, INC.

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

220 Charles Street, Suite A, Port Orange, FL 32129

PHONE: (321)241-6909 FAX: (321)241-6910

Certificate Of Authorization: LB2936

www.carnahan-proctor.com

Prepared for: ALANN ENGINEERING GROUP, INC.

Return original or certified recorded document to:

THIS TEMPORARY EASEMENT FOR ACCESS is given this ___ day of ____, 2016, by Flagler County, Florida (“Grantor”), whose mailing address is 1769 Moody Blvd., Bldg. 2, Suite 301, Bunnell, Florida 32110 and U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (“Grantee”). Grantor and Grantee are sometimes referred to individually as a “Party”, and collectively, as “Parties”.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Flagler County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantee is the fee simple owner and developer of certain lands situated in Flagler County, Florida which are governed by that certain Development of Regional Impact Development Order, dated November 15, 2010, adopted by the Flagler County Board of County Commissioners (the “County Commission”) pursuant to Resolution No. 2010-61, as recorded in Official Records Book 1803, Page 648, *et. seq.*, in the Public Records of Flagler County, Florida, as may be amended from time to time (the “DRI Development Order”); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a temporary non-exclusive access easement over, on, under, upon, and across the Property for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a temporary easement for and in favor of Grantee upon the Property described on Exhibit “A” which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. Purpose. It is the purpose of this Easement to grant a temporary non-exclusive access easement over, on, under, upon, and across the Property at all times for the limited purpose of allowing Grantee to perform all acts necessary to ensure the fulfillment of all requirements of Conceptual Permit No. [insert permit no.], as may be modified from time to time (the “Permit”), all of which shall be performed by Grantee in conformance with that certain

Conservation Park Area Agreement dated [____], 2016, between Grantor and Grantee. Grantee shall have the right to travel over, across and along the Property by means of existing roads and trails which Grantee may improve from time to time, providing such improvements are authorized by the Permit.

3. Maintenance and Use. Grantee shall keep the Property in good condition and repair and shall not allow the Property to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Property for the purposes granted herein. Grantee shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, on the Property or in any manner not permitted by law. Grantee shall notify Grantor immediately in the event that Grantee has actual knowledge or any environmental problems on the Property, and Grantee shall be liable for all costs associated with any clean-up of the Property that is the result of Grantee's operations and use of the Property.

4. Damage. Grantee will repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, employees or agents.

5. Listed Species Protection. Grantee shall be responsible for avoidance of impacting any state or federally listed threatened or endangered species including plant and animal species on the Property wherever feasible. Grantee agrees to minimize impacts to the existing groundcover within the Property by utilizing a single path, when practical, for traversing the area with equipment traffic in conjunction with its performance of the Permit requirements. If avoidance is not feasible, Grantee shall be responsible for any litigation arising from impacts to the listed species.

6. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.

7. Assignment. This Agreement shall not be assigned, in whole or in part, without the prior written consent of Grantor, which consent may not be unreasonably conditioned, withheld or delayed. Any Assignment made, either in whole or in part, without the prior written consent of Grantor, shall be void and without legal effect.

8. Indemnification/Release. Grantee shall indemnify, defend, and save and hold harmless Grantor, its board members and employees, from and against any and all third party claims for damages, loss, expense, liability, injury, or costs, including but not limited to reasonably attorney's fees, relating to personal injury or death of persons and/or property damage, to the extent caused by or arising directly, indirectly or proximately from: (1) the acts or omissions of the Grantee, its agents, employees, contractors or subcontractors in connection with the use of the Property, (ii) the performance or non-performance of any term, condition, covenant or provision of this Agreement by Grantee, its agents, employees, contractors, or subcontractors; or (iii) activities conducted with respect to the Property by Grantee, its agents, employees, contractors, or subcontractors, including but not limited to, the construction, operation or maintenance of the Property. In the event Grantor brings suit, including appeals, to enforce any of the provisions of this Agreement, Grantor shall be entitled to recover from Grantee all reasonably attorney's fees, and costs, incurred by Grantor.

9. Duration. This Easement shall remain in full force and effect until the requirements of Conceptual Permit No. [insert permit no.] that relate to the Property are successfully completed (as indicated in writing by Grantee) or on January 1, 2032 (whichever date is earlier), unless otherwise extended in writing by Grantor and Grantee. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Flagler County, Florida.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity.

11. Recording. Grantee, at its own expense, shall record this fully executed Agreement in its entirety in the Public Records of Flagler County, Florida.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and executed this Agreement on the respective date under its signature:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

_____, Chair

Date: _____

Execution of this Agreement was authorized by the Board of County Commissioners at its public meeting held on: _____

ATTEST:

Gail Wadsworth, Comptroller and Clerk to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

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

Signed, sealed and delivered
in our presence:

U.S. Capital Alliance, LLC, a Florida limited liability
company,

By: _____
Allan Feker, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2016 before me, _____,
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

[INSERT LEGAL DESCRIPTION FOR CONSERVATION PARK AREA]