

Prepared By/Return To:
Jay W. Livingston, Esquire
Chiumento & Guntharp, P.A.
4 Old Kings Road North, Suite B
Palm Coast, Florida 32137

Reciprocal Easement Agreement

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into this 11 day of November, 2008 and between **Flagler Pioneer Group, LLC**, a Florida limited liability company ("Pioneer"), **Kings Pointe Developers, LLC**, a Florida limited liability company ("Kings Pointe"), **Kings Pointe Commercial Center Owners Association, Inc.**, a Florida corporation not-for-profit (the "Association") and the **City of Palm Coast**, a Florida municipal corporation (the "City").

RECITALS

- A.** Flagler Pioneer is the owner of the lands described in Exhibits "A-1" and "A-2" to this Agreement (the "Pioneer Parcels").
- B.** Kings Pointe is the owner of the lands described in Exhibit "B" to this Agreement (the "Kings Pointe Parcels").
- C.** The City is the owner of the lands described in Exhibit "C" to this Agreement (the "City Parcel").
- D.** The Association was created to maintain and operate certain portions of the Kings Pointe Parcels.
- E.** The development and use of the Pioneer Parcels, Kings Pointe Parcels and the City Parcel (collectively the "Parcels") will require certain easements to permit the owners and users of various portions of the Parcels to co-exist and use the portions of the Parcels designated for these uses in concert with each other.
- F.** Certain covenants and conditions will be required for the mutual benefit and orderly and efficient development and use of the Parcels.
- G.** For the purposes of this Agreement, the term "Owners" shall include only Pioneer, Kings Pointe, the Association, and the City and any person or entity who acquires a fee simple interest in any portion of the Parcels and who is the Grantee pursuant to a recorded assignment of rights under this Agreement by an Owner. The term "Permitees" shall mean any tenant or lawful occupant of any portion of the Parcels, and the respective invitees, guests, employees, and licensees of any Owner.
- H.** The parties wish to provide for certain covenants, conditions, and easements with respect

to the Parcels for the benefit of the parties and any future Owners or Permittees.

NOW THEREFORE, in consideration of the above premises and of the covenants contained in this Agreement, Pioneer, Kings Pointe and the Association covenant and agree as follows:

1. Definitions. For the purposes of this Agreement:

- a. The term "Lake" shall mean the portion of the Kings Pointe Parcel depicted on the Plat as Tract A.
- b. The term "Owner" or "Owners" shall mean Flagler Pioneer (as to the Pioneer Parcel), Kings Pointe (as to the Kings Pointe Parcel) and the City (as to the City Parcel) and their respective successors and assigns, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- c. The term "Parcel" or "Parcels" shall mean the Pioneer Parcel, Kings Pointe Parcels and the City Parcel, and any future subdivisions of either.
- d. The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, or (ii) such tenant(s) or occupants(s).
- e. The term "Plat" shall mean the Kings Pointe Commercial Subdivision Replat recorded in the Public Records of Flagler County, Florida at Map Book 37, Page 4.
- f. The term "Association" shall mean the Kings Pointe Commercial Center Owners Association, Inc., a Florida corporation not-for-profit, created to administer the common plan of development and operation for the Kings Pointe Commercial Center as depicted in the Plat. The Association is the "Association" referred to in the Kings Pointe Declaration and a party to this Agreement.
- g. The term "Declaration" shall mean the Amended and Restated Declaration of Restrictions, Covenants and Conditions and Grant of Easements (Kings Pointe Commercial Center) encumbering the Kings Pointe Parcel and recorded in the Public Records of Flagler County, Florida at Official Records Book 1674, Page 645.

2. Easements.

- a. Grant of Reciprocal Easements for Access, Drainage, Utilities and Landscaping. Subject to any express conditions, limitations or reservations contained in this Agreement, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the nonexclusive, perpetual and reciprocal easement (the "Reciprocal Easement") for:
 - i. Access, Ingress, and Egress. An easement for access, ingress and egress over, across

and through any and all sidewalks, entrances, driveways, parking lots or other thoroughfares that may be constructed on the Parcels so as to provide the passage of motor vehicles and pedestrians between the Parcels over the portion of the Reciprocal Easement on each Parcel and to and from all abutting streets or rights of way furnishing access to the Parcels, and for repair of said easement areas.

- ii. Drainage Easement. An easement over the Parcels for the installation and maintenance of swales, drains, pipes, conduit and other improvements associated with the surface or stormwater management systems located or to be located on the Parcels in accordance with the terms and conditions of all applicable governmental agencies having jurisdiction over such improvements or surface or stormwater managements systems. Provided, however, that the use of such Reciprocal Easement as a Drainage Easement shall not unreasonably interfere with the use of the Reciprocal Easement for access, ingress and egress.
 - iii. Utility Easement. An easement over the Parcels for the installation, maintenance, repair, replacement and relocation of electrical, water, sewer, irrigation, communication and other, similar, utility lines, structures and associated improvements, installed in accordance with the applicable requirements of all governmental agencies and utility service providers having jurisdiction over such improvements. Provided, however, that use of the Reciprocal Easement as a Utility Easement shall not unreasonably interfere with the use of the Reciprocal Easement for ingress, egress and access to the Parcels and, further provided, that any such improvements be constructed underground to the maximum extent feasible.
 - iv. Landscaping Easement. An easement over the Parcels for the installation and maintenance of landscaping and landscape buffer areas. Provided, however, that use of the Reciprocal Easement as a Landscape Easement shall not unreasonably interfere with the use of the Reciprocal Easement for Access, Ingress and Egress and any landscaping installed by any party pursuant to this easement shall be maintained so as not to obstruct the Access, Ingress and Egress easement or the sight lines of vehicle operators using the Reciprocal Easement for Access, Ingress and Egress.
 - v. Maintenance Responsibilities. The parking lot, sidewalks, driveways, stormwater system, utilities, and lighting located on the Parcels shall be maintained in good order and repair by the respective Owners of such Parcels or the Association, as provided in the Declaration, at all times during the term of this Agreement, including striping and trash removal.
- b. Grant of Easements in Favor of Pioneer Parcels. Subject to any express conditions, limitations or reservations contained in this Agreement, Kings Pointe and the Association grant, establish, covenant and agree that the Pioneer Parcel, and all Owners and Permittees of the Pioneer Parcel, shall be benefited by and the Kings Pointe Parcel shall be burdened by nonexclusive, perpetual easements for:
- i. Drainage and Surface Water Management. An easement (the "Pioneer Drainage

Easement”) upon, under, over, above and across the Lake for the discharge, drainage, use, retention and detention of stormwater runoff in accordance with applicable permits and to maintain, repair and replace stormwater collection, retention, detention and distribution lines, conduits, pipes and other apparatus connecting any stormwater management system serving the Pioneer Parcel (the “Pioneer Stormwater Management System”) to the Lake. The Pioneer Drainage Easement shall include the right of reasonable ingress and egress with respect to the Lake as may be required to maintain and operate the Pioneer Stormwater Management System. Any connection of the Pioneer Stormwater Management System to the Lake pursuant to the Pioneer Drainage Easement shall be constructed and maintained at the sole expense of the Owners and Permittees of the Pioneer Parcel. Use of the Lake for water retention and storage by the Pioneer Stormwater Management System shall be in strict compliance with all permits required by any governmental entity having jurisdiction over the Pioneer Stormwater Management System and the Lake and Pioneer and the Owners and Permittees of the Pioneer Parcel shall be responsible for obtaining the express consent of Kings Pointe and the Association to any modification of any permits held by Kings Pointe or the Association pertaining to the Lake prior to Pioneer applying for any modifications necessary to use the Pioneer Drainage Easement. In order to use the Pioneer Drainage Easement, Pioneer shall be required to demonstrate to Kings Pointe, the Association and any governmental authorities having jurisdiction over the Lake and the Pioneer Stormwater Management System that Pioneer’s use of the Pioneer Drainage Easement shall not exceed the capacity of the Lake for surface or stormwater management system operated by Kings Pointe or the Association on the Kings Pointe Parcels.

- ii. Recreational Access. An easement on and across the Lake and the shore of the Lake abutting the Pioneer Parcel (the “Recreational Access Easement”) for use of the Lake surface for recreational purposes to the same extent as such use is permitted to Owners and Permittees of the Kings Pointe Parcels and the members of the Association as set forth in the Kings Pointe Declaration; provided, however, that this Recreational Access Easement shall not entitle Pioneer or any Owner or Permittee of the Pioneer Parcel to use any Common Areas of the Association (as defined in the Plat or in the Declaration), other than the surface of the Lake. Any improvements to the shore of the Lake abutting the Pioneer Parcel necessary or desirable for use of the Recreational Access Easement shall be constructed and maintained in strict compliance with the laws and regulations of any governmental entity having jurisdiction of such construction or maintenance and the terms of the Declaration governing use of the Lake. Any such improvements not constructed by either Pioneer or Kings Pointe as part of the initial development of their respective Parcels shall be subject to the reasonable approval of the Association, which approval shall be obtained in the same manner as approval for new construction is obtained pursuant to the Declaration.
- c. Limitation on Easements Granted to the City. The easements granted herein to the City for access, ingress and egress, drainage, utility and landscaping do not include the portion of the Pioneer Parcels described in Exhibit “A-2”. The City shall not have any right nor

assert any interest in this property.

3. Indemnification. To the extent allowed by law, each Owner, with respect to an easement granted hereunder, shall indemnify and hold the Owners of other portions of the Parcels subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorney fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of the Owner of such easement. This indemnity shall not waive the City's right to sovereign immunity.
4. Reasonable Use of Easements, Construction and Repair Costs.
 - a. The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owners or Permittee at any time conducted on the Parcels, including, without limitation, public access to and from any business or residence.
 - b. Except in cases of emergency, the right of any Owner to enter upon a portion of the Parcel of another Owner for the exercise of any right pursuant to the easements granted by this Agreement, or to prosecute work on another Owner's own portion of a Parcel, if the same interferes with access, utility or drainage easements in favor of another Owner's portion of the Parcels, shall be undertaken only in such a manner so as to minimize any interference with the business or operations of the other Owner or Permittee. In such case, no monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall make such improvements at that Owner's sole cost and expense and shall, with due diligence, repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcels upon which such work is performed to a condition which is equal to or better than the condition existing prior to undertaking such work, shall pay all costs and expenses associated therewith, and shall indemnify and hold harmless the other Owner(s) and Permittee(s) from all damages, losses, liens or claims attributable to the performance of such work.
5. Maintenance and Insurance. The Owners will continue to be responsible for and pay or cause to be paid all maintenance and insurance applicable to their respective Parcels, regardless of the easements and interests granted or created by this Agreement.
6. Restrictions
 - a. Any improvements on the Parcels shall be used only for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel that is illegal.
 - b. Use of the Recreation Access Easement by the Owners and Permittees of the Pioneer Parcel shall be subject to those provisions of the Declaration governing similar use by the

Owners and Permittees of the Kings Pointe Parcel and members of the Association.

7. Insurance. Throughout the term of this Agreement, each Owner, with the exception of the City, shall procure and maintain general and comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnities required by this Agreement), death, or property damage occurring upon such Owner's portion of the Parcel, with single limit coverage of the amount, if any, for such coverage required of Owners or Permittees pursuant to the Declaration or an aggregate of One Million Dollars (\$1,000,000.00), whichever is less.
8. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
9. No Rights In Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels. No easements, except (i) those expressly set forth in paragraph 2, or (ii) set forth in the Declaration or the Plat applicable now or in the future as to any portion of the Parcels, shall be implied by this Agreement.
10. Remedies and Enforcement.
 - a. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and specific performance.
 - b. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice from an Owner specifying the nature of the breach and the action required to cure the breach (unless the breach is of the nature which cannot reasonably be cured within such 30-day period and the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand. A demand for reimbursement must show written evidence for the reasonable costs or curing the breach, which amount shall accrue interest from the date of such demand for reimbursement at the pre-judgment interest rate established by Florida Statutes until paid.
 - c. Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and, except as to the City Parcel, shall constitute a lien (the "Assessment Lien") against the portion of the Parcels of the

defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Clerk of Flagler County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Clerk of Flagler County, Florida prior to the date of recordation of said notice of lien, (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien, and (iv) the lien of any property owners association (including the Association) perfected in accordance with its applicable documents (including the Kings Pointe Declaration). All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

- d. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- e. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

11. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Flagler County, Florida Clerk of Courts and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of all portions of the Parcels (and in compliance with any applicable property owners association documents and applicable Florida Statute) in accordance with paragraph 11(b), below.

12. Miscellaneous.

- a. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- b. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of all portions of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Clerk of Flagler County, Florida.

- c. Consents. Wherever in this Agreement the consent or approval of an Owner of a portion of the Parcels is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed so long as the consent or approval requested would not violate the terms of any applicable condominium documents governing the consent of the Owner to such request. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.
- d. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- e. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- f. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- g. Grantee's Acceptance. Any grantee of any portion of the Parcels or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- h. Severability. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

- i. Time of Essence. Time is of the essence of this Agreement.
- j. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- k. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the initial parties to this Agreement are as follows:

Flagler Pioneer Group, LLC
35 Calle Del Sur
Palm Coast, Florida 32137
ATTN: Judy Gibbs

Kings Pointe Developers, LLC
35 Calle Del Sur
Palm Coast, Florida 32137
ATTN: Judy Gibbs

Kings Pointe Commercial Center Owners Association, Inc.
35 Calle Del Sur
Palm Coast, Florida 32137
ATTN: Judy Gibbs

City of Palm Coast
160 Cypress Pointe Parkway, Suite B-106
Palm Coast, FL 32164
ATTN: City Manager

- l. Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- m. Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.
- n. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any

Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

Karolyn N. Sheekey
Print Name: Karolyn N. Sheekey

Brenda L. Digby
Print Name: Brenda L. Digby

Flagler Pioneer Group, LLC
A Florida limited liability company

By: [Signature]
Thomas L. Gibbs, Manager

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 11 day of November, 2008, by Thomas L. Gibbs, the Manger of Flagler Pioneer Group, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Karolyn N. Sheekey
NOTARY PUBLIC
My Commission Expires:



WITNESSES:

Karolyn N. Sheekey
Print Name: Karolyn N. Sheekey
Brenda L. Digby
Print Name: Brenda L. Digby

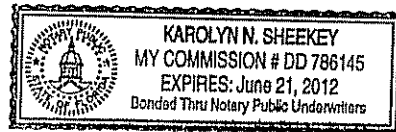
Kings Pointe Developers, LLC
A Florida limited liability company

By: Thomas L. Gibbs
Thomas L. Gibbs, Manager of Kings
Pointe, LLC the Manager of Kings Pointe
Developers, LLC

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 11 day of November, 2008, by Thomas L. Gibbs, the Manger of Kings Pointe, LLC, the Manger of Kings Pointe Developers, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Karolyn N. Sheekey
NOTARY PUBLIC
My Commission Expires:



WITNESSES:

Karolyn N. Sheekey
Print Name: Karolyn N. Sheekey
Brenda L. Digby
Print Name: Brenda L. Digby

Kings Pointe Commercial Center Owners Association, Inc.

A Florida Corporation Not-For-Profit

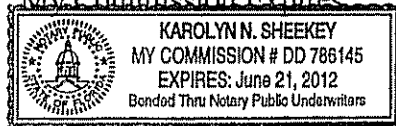
By: Thomas L. Gibbs
Thomas L. Gibbs, President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 11 day of November, 2008, by Thomas L. Gibbs, the President of the Kings Pointe Commercial Center Owners Association, Inc., a Florida Corporation not-for-profit, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Karolyn N. Sheekey
NOTARY PUBLIC

My Commission Expires:



WITNESSES:

City of Palm Coast
A Florida Municipal Corporation

Print Name: _____

By: _____
Jon Netts, Mayor

Print Name: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Jon Netts, Mayor of the City of Palm Coast. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT "A-1"

A portion of the Pioneer Parcels:

(See Attached Pages)



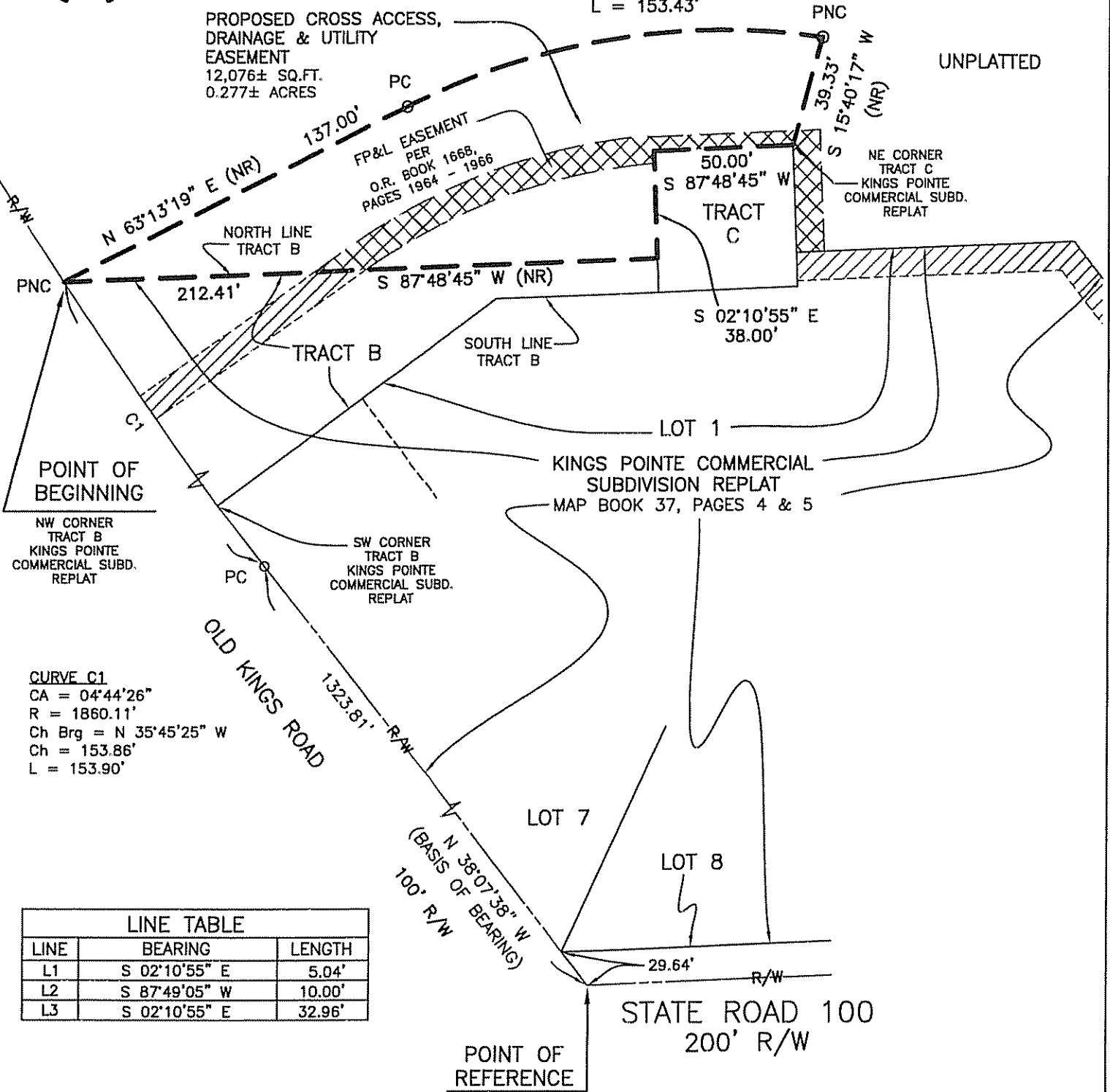
FR'S PELLICER GRANT
SECTION 39,
TOWNSHIP 12 SOUTH,
RANGE 31 E
UNPLATTED

CA = 35°09'49"
R = 250.00'
Ch Brg = N 80°48'14" E
Ch = 151.03'
L = 153.43'

FR'S PELLICER GRANT
SECTION 39,
TOWNSHIP 12 SOUTH,
RANGE 31 E

PROPOSED CROSS ACCESS,
DRAINAGE & UTILITY
EASEMENT
12,076± SQ.FT.
0.277± ACRES

UNPLATTED



POINT OF BEGINNING

NW CORNER
TRACT B
KINGS POINTE
COMMERCIAL SUBD.
REPLAT

CURVE C1
CA = 04°44'26"
R = 1860.11'
Ch Brg = N 35°45'25" W
Ch = 153.86'
L = 153.90'


LINE TABLE		
LINE	BEARING	LENGTH
L1	S 02°10'55" E	5.04'
L2	S 87°49'05" W	10.00'
L3	S 02°10'55" E	32.96'

THIS IS NOT A SURVEY

THIS REPORT IS NEITHER FULL AND
COMPLETE WITHOUT THE LEGAL
SHEET 2 OF 2

SEE SHEET 2 OF 2 FOR SURVEYOR'S
SIGNATURE

SHEET 1 OF 2

DRAFTER: AM	TYPE OF SURVEY:	 Upham, Inc. Organization of Engineers, Surveyors & Landscape Architects P.O. Box 1106 • 265 Kaulworth Avenue • Ormond Beach, Florida 32174 386/872-9616 • FAX (386)873-6564 • LB# 0003812 • LC# 0000357 Visit us at: www.uphaminc.com © 2001	
WO# 070725	SKETCH & LEGAL		
FILENAME: KP-R_OFFSITE- ESMNT.DWG			
P.S.M. NO. 3905 LB NO. 3612	9/03/2008 MO. DAY YR.	SCALE: 1" = 50'	FLAGLER COUNTY, FL FILE: SS-21-39-25

LEGAL DESCRIPTION: PROPOSED CROSS ACCESS, DRAINAGE & UTILITY EASEMENT

A PORTION OF FR'S PELLICER GRANT (SECTION 39) TOWNSHIP 12 SOUTH, RANGE 31 EAST, AS LIES NORTH OF STATE ROAD 100, (A 200 FOOT RIGHT-OF-WAY), AND EAST OF OLD KINGS ROAD, (A 100 FOOT ROAD AS NOW IN USE), ALL BEING IN FLAGLER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 38°07'38" W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID OLD KINGS ROAD FOR A DISTANCE OF 1323.81 FEET TO A POINT OF CURVE, CONCAVE NORTHEASTERLY, AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 04 DEGREES 44 MINUTES 26 SECONDS, A RADIUS OF 1860.11 FEET, A CHORD BEARING OF NORTH 35 DEGREES 45 MINUTES 25 SECONDS WEST, AND A CHORD DISTANCE OF 153.86 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 153.90 FEET TO THE NORTHWEST CORNER OF TRACT B, KINGS POINTE COMMERCIAL SUBDIVISION REPLAT, AS RECORDED IN MAP BOOK 37, PAGES 4 AND 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 63 DEGREES 13 MINUTES 19 SECONDS EAST ALONG A NON RADIAL LINE TO SAID CURVE FOR A DISTANCE OF 137.00 FEET TO A POINT OF CURVE, CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 09 MINUTES 49 SECONDS, A RADIUS OF 250.00 FEET, A CHORD BEARING OF NORTH 80 DEGREES 48 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 151.03 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 153.43 FEET; THENCE SOUTH 15 DEGREES 40 MINUTES 17 SECONDS WEST ALONG A NON RADIAL LINE TO SAID CURVE FOR A DISTANCE OF 39.33 FEET TO THE NORTHEAST CORNER OF TRACT C, OF AFORESAID KINGS POINTE COMMERCIAL SUBDIVISION REPLAT; THENCE SOUTH 87 DEGREES 48 MINUTES 45 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT C, FOR A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT C; THENCE SOUTH 02 DEGREES 10 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT C, FOR A DISTANCE OF 38.00 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 212.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.277 ACRES MORE OR LESS.

GENERAL NOTES:

- 1.) BEARING STRUCTURE (N 38°07'38" W) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT RIGHT-OF-WAY)
- 2.) LEGAL DESCRIPTION NEW PER UPHAM INC.
- 3.) DESCRIPTION CLOSURE 1 : 170,753 FEET

ABBREVIATIONS / LEGEND

BRG ... BEARING	N/A NOT APPLICABLE AND/OR NOT AVAILABLE	PG ... PAGE	WWW.UPHAMINC.COM	WORLD WIDE WEB. UPHAM INCORPORATED. COMMERCIAL
CA ... CENTRAL ANGLE		P.O. ... POST OFFICE		
CH ... CHORD	N/P NOT POSTED ON PANEL	PNT ... POINT OF NON TANGENT		
CL CENTER LINE	(NR) ... NON RADIAL	PRM...PERMENT REFERENCE MONUMENT		
DWG... DRAWING	O.R. ... OFFICIAL RECORDS BOOK	R ... RADIUS		FP&L EASEMENT PER O.R. BOOK 1668, PAGES 1964 - 1966
FAX... FASEMILE	OA ... OVERALL	R/W ...RIGHT-OF-WAY		
FL ...FLORIDA	P.A. PRACTICE ATTORNEY	SQ. FT. SQUARE FEET		10' WIDE UTILITY EASEMENT PER KINGS POINTE COMMERCIAL SUBDIVISION REPLAT MAP BOOK 37, PAGES 4 & 5
FD ...FOUND	PCP ... PERMENT CONTROL POINT	U.S. UNITED STATES		
LB ... LICENSED BUSINESS	(P) PLAT	WO# ... WORK ORDER NUMBER		
LC ... LICENSED CORPORATION	PC ... POINT OF CURVE	FP& L ... FLORIDA POWER & LIGHT		
LS ... LICENSED SURVEYOR	PNC ... POINT ON CURVE	SUBD. ... SUBDIVISION		
L ... LENGTH				

THIS REPORT IS NEITHER FULL AND COMPLETE WITHOUT THE SKETCH SHEET 1 OF 2

THIS IS NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William S Hart 9/18/2008
WILLIAM S HART
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAFTER: AM

WO# 070725

FILENAME:
 KP-R_OFFSITE-
 ESMNT.DWG

P.S.M. NO. 3905

LB NO. 3612

TYPE OF SURVEY:

SKETCH & LEGAL

9/03/2008

MO. DAY YR.



Upham, Inc.
 Organization of Engineers, Surveyors & Landscape Architects

P.O. Box 1105 • 265 Kenilworth Avenue • Ormond Beach, Florida 32174
 (386)672-9615 • FAX (386)673-6554 • LB# 0003812 • LC# 0000357
 Visit us at: www.uphaminc.com © 2001

SCALE: N/A

FLAGLER COUNTY, FL

FILE: SS-21-39-25

EXHIBIT "A-2"

A portion of the Pioneer Parcels:

(See Attached Pages)

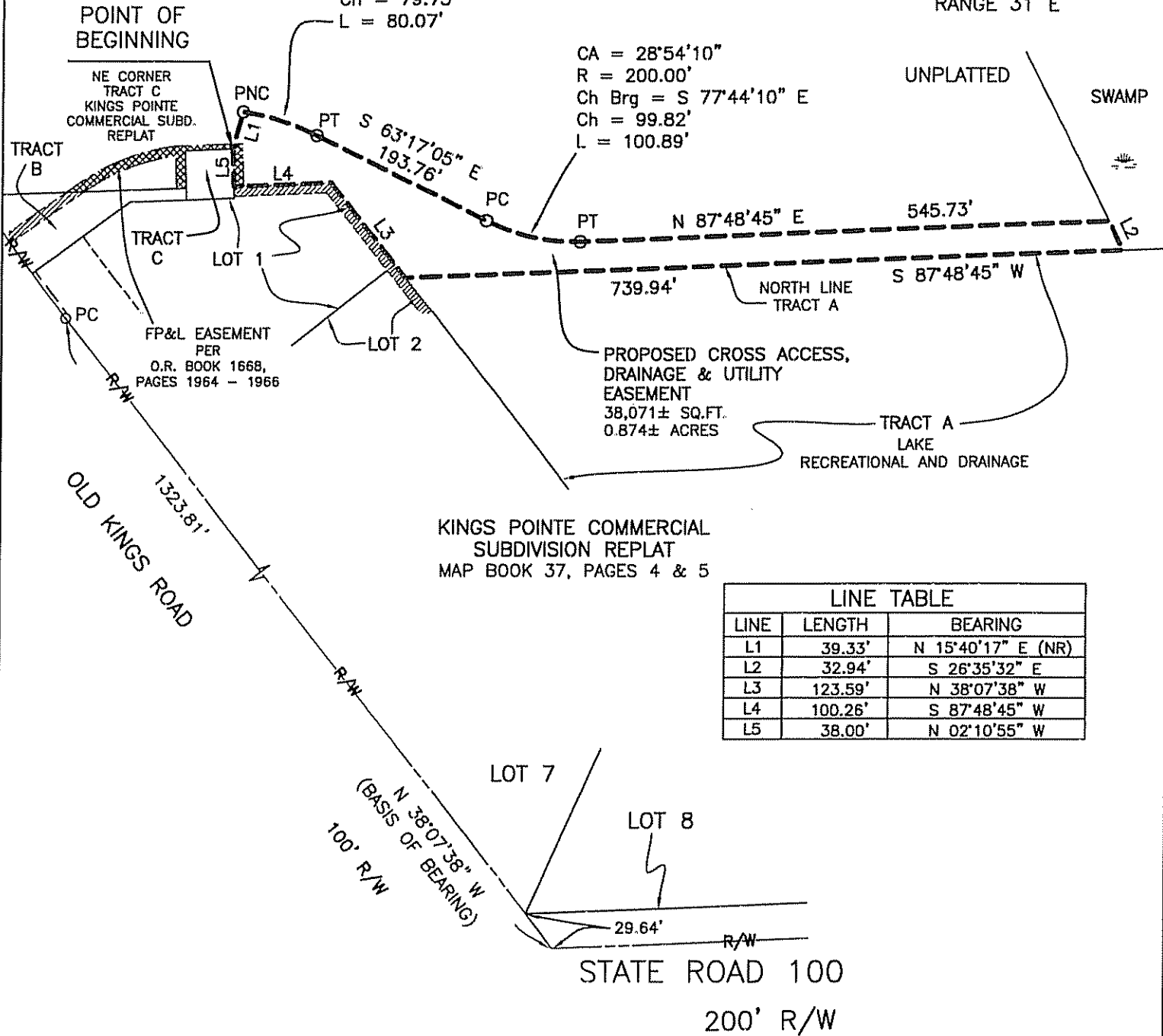
FR'S PELLICER GRANT
SECTION 39,
TOWNSHIP 12 SOUTH,
RANGE 31 E
UNPLATTED



FR'S PELLICER GRANT
SECTION 39,
TOWNSHIP 12 SOUTH,
RANGE 31 E

CA = 18°21'03"
R = 250.00'
Ch Brg = S 72°26'21" E
Ch = 79.73'
L = 80.07'

CA = 28°54'10"
R = 200.00'
Ch Brg = S 77°44'10" E
Ch = 99.82'
L = 100.89'



LINE TABLE		
LINE	LENGTH	BEARING
L1	39.33'	N 15°40'17" E (NR)
L2	32.94'	S 26°35'32" E
L3	123.59'	N 38°07'38" W
L4	100.26'	S 87°48'45" W
L5	38.00'	N 02°10'55" W

THIS IS NOT A SURVEY

SHEET 1 OF 2

THIS REPORT IS NEITHER FULL AND COMPLETE WITHOUT THE LEGAL SHEET 2 OF 2

SEE SHEET 2 OF 2 FOR SURVEYOR'S SIGNATURE

DRAFTER: AM	TYPE OF SURVEY:	Upham, Inc. Organisation of Engineers, Surveyors & Landscape Architects P.O. Box 1106 • 288 Kenilworth Avenue • Ormond Beach, Florida 32174 (386) 672-0615 • FAX (386) 673-6554 • LB# 0003812 • LC# 0000357 Visit us at: www.uphaminc.com © 2001	
WO# 070725	SKETCH & LEGAL		
FILENAME: KP-R_OFFSITE-ESMNT.DWG			
P.S.M. NO. 3905 LB NO. 3612	9/03/2008 MO. DAY YR.	SCALE: 1" = 150'	FLAGLER COUNTY, FL FILE: SS-21-39-22

LEGAL DESCRIPTION: PROPOSED CROSS ACCESS, DRAINAGE & UTILITY EASEMENT

BEING A PORTION OF FR'S PELLICER GRANT (SECTION 39) TOWNSHIP 12 SOUTH, RANGE 31 EAST, AS LIES NORTH OF STATE ROAD 100, (A 200 FOOT RIGHT-OF-WAY), AND EAST OF OLD KINGS ROAD, (A 100 FOOT ROAD AS NOW IN USE), ALL BEING IN FLAGLER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



BEGINNING AT THE NORTHEAST CORNER OF TRACT C, KINGS POINTE COMMERCIAL SUBDIVISION REPLAT, AS RECORDED IN MAP BOOK 37, PAGES 4 AND 5, PUBLIC RECORDS FLAGLER COUNTY, FLORIDA; THENCE NORTH 15 DEGREES 40 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 39.33 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 18 DEGREES 21 MINUTES 03 SECONDS, A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 72 DEGREES 26 MINUTES 21 SECONDS EAST, A CHORD DISTANCE OF 79.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 80.07 FEET; THENCE SOUTH 63 DEGREES 17 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 193.76 FEET TO A POINT OF CURVE, CONCAVE NORTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 28 DEGREES 54 MINUTES 10 SECONDS, A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 44 MINUTES 10 SECONDS EAST, A CHORD DISTANCE OF 99.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 100.89 FEET; THENCE NORTH 87 DEGREES 48 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 545.73 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 32.94 FEET TO A POINT ON THE NORTH LINE OF TRACT A OF SAID KINGS POINTE COMMERCIAL SUBDIVISION REPLAT; THENCE SOUTH 87 DEGREES 48 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 739.94 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 123.59 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 100.26 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.874 ACRES MORE OR LESS.

GENERAL NOTES:

- 1.) BEARING STRUCTURE (N 38°07'38" W) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT RIGHT-OF-WAY)
- 2.) LEGAL DESCRIPTION NEW PER UPHAM INC.
- 3.) DESCRIPTION CLOSURE 1 : 329,205 FEET

ABBREVIATIONS / LEGEND

BRG ... BEARING	N/A NOT APPLICABLE AND/OR NOT AVAILABLE	PG ... PAGE	WWW.UPHAMINC.COM	WORLD WIDE WEB, UPHAM INCORPORATED, COMMERCIAL
CA ... CENTRAL ANGLE		P.O. ... POST OFFICE		
CH ... CHORD	N/P NOT POSTED ON PANEL	PNT ... POINT OF NON TANGENT		
CL CENTER LINE	(NR) ... NON RADIAL	PRM...PERMENT REFERENCE MONUMENT		
DWG... DRAWING	O.R. ... OFFICIAL RECORDS BOOK	R ... RADIUS		FP&L EASEMENT PER O.R. BOOK 166B, PAGES 1964 - 1966
FAX... FASEMILE	OA ... OVERALL	R/W ...RIGHT-OF-WAY		
FL ...FLORIDA	P.A. PRACTICE ATTORNEY	SQ. FT. SQUARE FEET		
FD ...FOUND	PCP ... PERMENT CONTROL POINT	U.S. UNITED STATES		10' WIDE UTILITY EASEMENT PER KINGS POINTE COMMERCIAL SUBDIVISION REPLAT MAP BOOK 37, PAGES 4 & 5
LB ... LICENSED BUSINESS	(P) PLAT	WO# ... WORK ORDER NUMBER		
LC ... LICENSED CORPORATION	PC ... POINT OF CURVE	FP& L ... FLORIDA POWER & LIGHT		
LS ... LICENSED SURVEYOR	PNC ... POINT ON CURVE	SUBD. ... SUBDIVISION		
L ... LENGTH	PT ... POINT OF TANGENT			

THIS REPORT IS NEITHER FULL AND COMPLETE WITHOUT THE SKETCH SHEET 1 OF 2

THIS IS NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William S Hart
 9/04/2008
 WILLIAM S HART
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAFTER: AM
 WO# 070725
 FILENAME:
 KP-R_OFFSITE-ESMNT.DWG
 P.S.M. NO. 3905
 LB NO. 3612

TYPE OF SURVEY:
 SKETCH & LEGAL
 9/03/2008
 MO. DAY YR.

Upham, Inc.
 Organisation of Engineers, Surveyors & Landscape Architects
 P.O. Box 1105 - 285 Kenilworth Avenue - Ormond Beach, Florida 32174
 (386)872-0615 - FAX (386)873-6554 - LB# 0003612 - LC# 0000367
 Visit us at: www.uphaminc.com © 2001

SCALE: N/A
 FILE: SS-21-39-22
 FLAGLER COUNTY, FL

Exhibit "B"

Kings Pointe Parcels:

TRACTS "A" and "B", of the subdivision plat of KINGS POINTE COMMERCIAL SUBDIVISION REPLAT, as recorded in Map Book 37, Pages 4 and 5, being a replat of Kings Pointe Commercial Subdivision as recorded in Map Book 36, Pages 59 and 60 of the Public Records of Flagler County, Florida.

EXHIBIT "C"

City Parcel:

TRACT "C", of the subdivision plat of KINGS POINTE COMMERCIAL SUBDIVISION REPLAT, as recorded in Map Book 37, Pages 4 and 5, being a replat of Kings Pointe Commercial Subdivision as recorded in Map Book 36, Pages 59 and 60 of the Public Records of Flagler County, Florida.