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REAL ESTATE EXCHANGE/EASEMENT AGREEMENT

THIS REAL ESTATE EXCHANGE/EASEMENT AGREEMENT (“**Agreement**”) is made by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”), at 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164, and **Palm Coast Land, LLC**, a Florida limited liability company (“**PC Land**”), located at 145 City Place, Suite 300, Palm Coast, Florida 32164.

RECITALS

WHEREAS, City hired CPH Engineers to design Wastewater Treatment Plant Number 2 (“**WWTP2**”), an advance waste treatment facility to be located in the northwest portion of City;

WHEREAS, in the process of designing **WWTP2**, CPH Engineers studied and made recommendations as to the best method and location for effluent disposal, considering the best interest of City and its rate payers;

WHEREAS, CPH Engineers determined that the best site for the effluent disposal was property located south of Matanzas Woods Parkway, between Belle Terre Parkway and U.S. Highway 1, which is owned by PC Land;

WHEREAS, PC Land is willing to grant City certain easements for effluent disposal, and to convey property to City to house two (2) future well sites and a de-chlorination facility;

WHEREAS, City owns a small parcel of land currently used by City as a well site located near the southeast corner of Matanzas Woods Parkway and U.S. Highway 1;

WHEREAS, PC Land desires to acquire this well site from City;

WHEREAS, both parties acknowledge that time is of the essence in consummating this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree:

1. **Recitals.** The Parties agree that the recitals are true and correct, and are made and incorporated by this reference.

2. **Definitions.**

- A. “Additional Well Site 1” means a 70 x 100 foot site owned by PC Land intended to be used by City to construct a well on a future date providing for a 75 foot setback from the nearest sanitary hazard and not closer than 1,500 feet to the nearest Groundwater well. The exact location will be agreed upon by the parties within six months of the Effective Date. The potential locations are shown in **Exhibit “1.”**
- B. “Additional Well Site 2” means a 70 x 100 foot site owned by PC Land intended to be used by City to construct a well on a future date providing for a 75 foot setback from the nearest sanitary hazard and not closer than 1,500 feet to the nearest Groundwater well. The exact location will be agreed upon by the parties within six months of the Effective Date. The potential locations are shown in **Exhibit “1.”**
- C. “City Exchange Property” means City well site SW-43.
- D. “De-chlorination Facility Land” means property owned by PC Land, approximately 60 foot by 65 foot, located adjacent to City well site SW-38, described and depicted in **Exhibit “2.”**
- E. “Effluent Disposal Site Easement” means the easement to be granted to City by PC Land for effluent disposal produced by WWTP2 and includes property located south of Matanzas Woods Parkway, between Belle Terre Parkway and U.S. Highway 1, described and depicted in **Exhibit “3.”**
- F. “Effluent Transmission Line Easement” means the easement to be granted to City by PC Land over a portion of PC Land’s property to be used by City to install underground pipelines to transmit effluent from WWTP2 to the Effluent Disposal Site. This easement will run along U.S. Highway 1 from Peavy Grade, down south to the trail that runs from U.S. Highway 1 to Belle Terre Parkway, as necessary to install the underground pipes, described and depicted in **Exhibit “4.”**
- G. “Exchange Property” means all of the following: Effluent Disposal Site Easement, De-chlorination Facility Land, Effluent Transmission Line Easement, Additional Well Site 1, Additional Well Site 2, Raw Water Line Easement, SW-43 and the perimeter of the City well site SW-38.

- H. "PC Land Exchange Property" means Effluent Disposal Site Easement, Dechlorination Facility Land, Effluent Transmission Line Easement, Additional Well Site 1 and Additional Well Site 2.
- I. "Raw Water Line Easement" means the 30 foot easement that runs between SW-43 and U.S. Highway 1 right-of-way, currently used by City to transmit raw water from SW-43 to a larger raw water line. The existing easement is attached as **Exhibit "5,"** and the Quit Claim Deed to release the Raw Water Line Easement as **Exhibit "6."**
- J. "SW-38" means the City well site located east of U.S. Highway 1, just north of the trail that runs from U.S. Highway 1 to Belle Terre Parkway.
- K. "SW-43" means the City well site currently used by City to obtain raw water for City's water plants, located near the southwest corner of Matanzas Parkway and U.S. Highway 1, described and depicted in the deed attached as **Exhibit "7."**
- L. "Tract 14" means property owned by PC Land located near SW-43, described and depicted in **Exhibit "8."**
- M. "WWTP2" means the Wastewater Treatment Plant Number 2 located in the northwest portion of the City.

3. **Property Interests to be Conveyed/Granted by PC Land (PC Land Exchange Property).**

- A. PC Land shall grant to City easements over and to the Effluent Disposal Site, **Exhibits "3" and "4."**
 - 1. The Effluent Disposal Site Easement will allow City to use the property for direct disposal of effluent, as permitted by the Florida Department of Environmental Protection.
 - 2. The Effluent Disposal Site Easement provides that PC Land is permitted to use the Effluent Disposal Site in any way so long as PC Land does not interfere with the City's use of the Effluent Disposal Site Easement, including permitting PC Land to enter the Effluent Disposal Site to restore, enhance or create wetlands and perform any other activities that could result in wetland mitigation credits, and also grant to the St. Johns River Water Management District, the US Army Corps of Engineers or any other regulatory agency, a conservation

easement over all or a portion of the Effluent Disposal Site, provided PC Land will not limit discharge of effluent by City into the Effluent Disposal Site.

3. PC Land shall grant City the Effluent Transmission Line Easement in order to transmit effluent from the WWTP2 to a discharge station at the Effluent Disposal Site, and to transmit water to the east where it may be used for irrigation. To effectuate the transmission of effluent water, City may install underground pipelines in the Effluent Transmission Line Easement that will run along U.S. Highway 1 from Peavy Grade, down south to the trail that runs from U.S. Highway 1 to Belle Terre Parkway. City and PC Land shall collectively work together to assure that any features of the pipeline that exist above ground will fit into the overall concept and architectural components of the Palm Coast Park Development. This Effluent Transmission Line Easement is attached as **Exhibit “4.”**
4. City acknowledges that a material consideration to PC Land’s entering into this Agreement is City’s assurance that the effluent discharge into the Effluent Disposal Site will not materially alter the condition of adjacent property. Therefore, at or prior to Closing, City shall provide PC Land with a map showing the area projected to be influenced by the discharge of effluent.

B. PC Land shall convey by Special Warranty Deed the De-chlorination Facility Land to City, free and clear of any and all liens and encumbrances. City will construct a de-chlorination facility on the De-chlorination Facility Land. This deed is attached as **Exhibit “2.”**

C. PC Land shall convey, by Special Warranty Deed, Additional Well Site 1 and Additional Well Site 2, to City. The deed is attached as **Exhibit “1.”**

4. **Property Interests to be Conveyed/Granted by City (City Exchange Property).**

A. City shall convey SW-43 to PC Land by Special Warranty Deed. Such conveyance will be free and clear of any and all liens and encumbrances. The deed, attached as **Exhibit “7,”** contains a reserved easement right in favor of City allowing City to continue using SW-43 until PC Land gives City 120 days written notice that PC Land wants City to vacate, and an easement for an additional 60 days to remove equipment and other activities described in Exhibit “7” and Section 4.C. below.

B. Additionally, City will terminate the Raw Water Line Easement, by Quit Claim Deed, as shown in **Exhibit “6,”** after 180 days’ notice from PC Land.

C. Until the 120 days' notice, City will continue to operate SW-43 in a manner consistent with past and present practices, including operating and maintaining the existing water well which contributes raw water to the City's water utility system. The City's easement to operate the well will expire after 120 days from the notice, provided thereafter City shall have a limited continuing right, for an additional 60 days, to enter SW-43 and the Raw Water Line Easement for purposes of obtaining a permit from the St. Johns River Water Management District; removing fencing, pumps, pipes and other equipment; and capping or plugging the water well; and removing or plugging the Raw Water Line, in accordance with applicable regulatory requirements. City agrees, within 180 days of the notice from PC Land, to fully and properly abandon SW-43 and the Raw Water Line, and to restore SW-43 and the land that was subject to the Raw Water Line Easement to the approximate condition of the surrounding property as of Closing.

5. **City's Obligation to Maintain Ashwood Waterway and the Culvert Under Matanzas Woods Parkway.** Water from the Effluent Disposal Site discharges through a culvert under Matanzas Woods Parkway, through the Ashwood Waterway which is under U.S. Highway 1, and then into Hulett Branch, as shown in **Exhibit "9"**. To assure unimpeded discharge of water from the Effluent Disposal Site, City shall continue to maintain, at the City's current level of service, the culvert and the Ashwood Waterway so their respective drainage capacities are not reduced. This obligation will survive Closing.

6. **City's Obligation to Re-landscape Well Site SW-38.** In conjunction with its use of the De-Chlorination Facility Land, if City disturbs any landscaping around the perimeter of SW-38, City shall replace the landscaping with the same plant material similar in size to the plant material that was disturbed. City may satisfy the obligation to re-landscape by transplanting existing landscaping, provided if the transplanted landscaping dies within one (1) year after transplanting, City will replace it with the same plant material similar in size as the plant material that did not survive. This obligation will survive Closing.

7. **Architectural Review by PC Land.** Prior to constructing any vertical structures on the Effluent Disposal Site, the Effluent Transmission Line Easement or the De-chlorination Facility Land, City shall provide plans showing elevations of the finished structures to PC Land for review and approval, which will not be unreasonably withheld. PC Land shall have thirty (30) days from receipt to review plans. PC Land's only review criteria is whether the structure will reasonably be compatible with the surrounding buildings or other structures or be appropriately screened from other buildings; or if no surrounding buildings or other structures then exist, whether the structure will be aesthetically pleasing or appropriately screened. If PC Land does not approve a submitted plan, it shall provide City with specific changes as a condition to approval. If PC Land fails to respond in writing to City regarding any plans within thirty (30) days from the date they were submitted to PC Land for review, the plans shall be conclusively deemed to have been approved by PC Land. This obligation will survive Closing.

8. **Value of Exchange.** PC Land and City agree that the conveyances listed in Section 2 above from PC Land to City, and the conveyances listed in Section 3 above from City to PC Land, are of equal value.

9. **Conditions to Closing.** The obligation of each Party to consummate the Closing contemplated is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part in writing by the Party benefited by the condition). If any of the following conditions are not satisfied, the Party benefited by such unsatisfied condition may terminate this Agreement by giving the other Party written notice.

A. **Correctness of Representations and Warranties.** The representations and warranties of the Parties are true on and as of Closing with the same force and effect as if such representations and warranties had been first made on and as of Closing.

B. **Compliance by Parties.** The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by it prior to or as of Closing.

C. The complete execution of this Agreement and the approval of this Agreement by City at a public meeting, pursuant to § 166.045, Fla. Stat.

10. **Warranties and Representations.** PC Land makes the following warranties, representations and covenants to City with respect to the conveyance of property interest noted in Section 2 above, and City makes the following warranties, representations and covenants to PC Land with respect to the conveyance of property interest noted in Section 3 above and in such capacity each is a “Representing Party,” and which warranties, representations and covenants shall survive Closing.

A. **Marketable Title.** PC Land has good and insurable title to the PC Land Exchange Property known as the De-chlorination Facility Land, Additional Well Site 1, and Additional Well Site 2, and full authority to grant an easement for the Effluent Disposal Site; and City has good and marketable title to SW-43, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, reservations, judgments, lis pendens and other matters affecting title.

B. **No Condemnation Pending or Threatening.** There is no pending or threatened condemnation or similar proceeding affecting any portion of the Exchange Property.

C. **Authority.** Each Party is duly organized, validly existing and in good standing under the laws of the State of Florida and of the United States. The individuals executing this

Agreement have full and lawful authority to bind and obligate their corporation to perform its obligations under this Agreement.

D. **Foreign Person or Entity.** Neither Party is a “foreign person” or “disregarded entity” as contemplated by Section 1445 of the Code. Neither Party nor any of its affiliates is a person or entity with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24, 2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (“Blocked Persons”), and, to the best of each Party’s knowledge, neither it nor any of its affiliates engage in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person.

E. **Covenants Pending Closing.** Following the execution of this Agreement and prior to Closing:

1. **No Transfers.** Neither Party shall knowingly transfer, sell, assign or otherwise dispose of or pledge, mortgage, hypothecate or otherwise encumber, or lease or sublease all or any portion of their respective Exchange Property, or any interest during the pendency of this Agreement.
2. **Insurance.** Each Party shall maintain hazard and liability insurance in amounts not less than the amount currently carried regarding their respective Exchange Property and all such policies shall be kept in full force and effect until Closing.

11. **Access, Investigations and Inspections.**

A. PC Land and PC Land’s authorized representatives are granted the free right and privilege, at PC Land’s sole expense, to enter upon the City Exchange Property at reasonable times during the Inspection Period to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and environmental tests or investigations as PC Land may desire. PC Land indemnifies City against all liability, damage, claim, cost and expense resulting therefrom, or suffered or incurred by City because of any exercise of such right of entry by PC Land and PC Land’s agents or consultants on PC Land’s behalf, including, without limitation, any damage to property, injury to or death of persons and any mechanic’s or professional liens arising therefrom, except that PC Land shall have no responsibility to City, and PC Land and PC Land’s agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or subterranean structures or utilities that were known to City and not previously disclosed to PC Land. City shall promptly deliver to

- PC Land any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) City has within City's knowledge or control or of which City is aware regarding the condition of the City Exchange Property and/or any structures or utilities that may be present on the City Exchange Property.
- B. City and City's respective authorized representatives are granted the free right and privilege, at such Party's sole expense, to enter upon the PC Land Exchange Property at reasonable times during the Inspection Period after reasonable prior notice to PC Land to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and environmental tests or investigations as City may desire. City indemnifies PC Land against all liability, damage, claim, cost and expense resulting from exercising City's right, or suffered or incurred by PC Land because of any exercise of such right of entry by City and City's agents or consultants on City's behalf, including without limitation, any damage to property, injury to or death of persons, and any mechanic's or professional liens arising therefrom, not to include incidental or consequential damages, such as lost profits. City and City's agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or subterranean structures or utilities that were known to PC Land and not previously disclosed to City. PC Land shall promptly deliver to City any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) PC Land has within PC Land's knowledge or control or of which PC Land is aware regarding the condition of the PC Land Exchange Property and/or any structures or utilities that may be present on the PC Land Exchange Property.
- C. **Inspection Period.** The parties shall have until the date of Closing (herein the "Inspection Period") in which to conduct an investigation of the Exchange Property, including, by way of illustration and not in limitation and subject to Sections 11A and B above: inspections as to the physical condition of the Exchange Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Exchange Property which the parties may deem necessary or relevant to the Exchange Property. Should either party for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then either party may, prior to the expiration of the Inspection Period, terminate this Agreement by written notice thereof.

12. **Provisions Regarding Closing.**

- A. **Closing Date.** The transaction contemplated by this Agreement shall be closed (the "**Closing**"), and the exclusive possession of the respective properties, free of all occupants, shall be delivered to PC Land and City at Closing. The Closing shall be on or before _____ days following the Effective Date.
- B. **Evidence of Title as to Property to be Conveyed to PC Land by City.** PC Land, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to PC Land (the "Title Insurance Company") in the amount equal to the appraisal of the City Exchange Property, naming PC Land as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the City Exchange Property to be vested in PC Land, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the City Exchange Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by City at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, PC Land shall, within ten (10) days from the date it receives the Title Commitment, notify City in writing to that effect specifying the defects. City shall have twenty (20) days from the receipt of PC Land's notice specifying the title defects to cure the defects and, if after said period City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to PC Land's satisfaction, PC Land shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement after which PC Land and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.
- C. **Evidence of Title as to Property to be Conveyed to City by PC Land.** City, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to City (the "Title Insurance Company") in the amount equal to the appraisal of the PC Land Exchange Property, naming City as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the PC Land Exchange Property to be vested in City, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of

this Agreement; and those exceptions which are capable of and are actually to be discharged by PC Land at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, City shall, within ten (10) days from the date it receives the Title Commitment, notify PC Land in writing to that effect specifying the defects. PC Land shall have twenty (20) days from the receipt of City's notice specifying the title defects to cure the defects and, if after said period PC Land shall not have cured the defects, or if PC Land shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to City's satisfaction, City shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement after which PC Land and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.

- D. Survey of Property to be Conveyed to PC Land by City.** PC Land may, at its option and expense, obtain a survey of the City Exchange Property (the "City Exchange Property Survey") prepared by a licensed Florida land surveyor within the last thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the City Exchange Property Survey shows any encroachments onto the City Exchange Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the City Exchange Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the City Exchange Property, or if it is apparent that the City Exchange Property violates existing title covenants and/or applicable zoning laws or ordinances, PC Land shall notify City in writing to that effect specifying the defects. City shall have until thirty (30) days from receipt of PC Land's notice specifying the City Exchange Property Survey defects in which to cure such defects. If after said period City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, PC Land shall have the option of (i) accepting the condition of the City Exchange Property as disclosed in the City Exchange Property Survey in an "as is" condition, or (ii) terminating the Agreement, thereupon PC Land and City shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Agreement.

- E. **Survey of Property to be Conveyed to City by PC Land.** City may, at its option and expense, obtain a survey of the PC Land Exchange Property (the "PC Land Exchange Property Survey") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the PC Land Exchange Survey shows any encroachments onto the PC Land Exchange Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the PC Land Exchange Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the PC Land Exchange Property, or if it is apparent that the PC Land Exchange Property violates existing title covenants and/or applicable zoning laws or ordinances, City shall notify PC Land in writing to that effect specifying the defects. PC Land shall have until thirty (30) days from receipt of City's notice specifying the PC Land Exchange Survey defects in which to cure such defects. If after said period PC Land shall not have cured the defects, or if PC Land shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, City shall have the option of (i) accepting the condition of the PC Land Exchange Property as disclosed in the PC Land Exchange Property Survey in an "as is" condition, or (ii) terminating the Agreement, thereupon PC Land and City shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Agreement.
- F. **City's Closing Documents.** At Closing, City shall execute, acknowledge (where appropriate) and deliver to PC Land the following, each dated as of Closing:
1. A Special Warranty Deed conveying SW-43 to PC Land. **Exhibit "7."**
 2. A Bill of Sale for any improvements located on SW-43 to PC Land. **Exhibit "10."**
 3. An owner's affidavit regarding liens, judgments, residence, tax liens, bankruptcies, and parties in possession, survey or materialmen's liens and other matters affecting title to SW-43.
 4. A transferor's certification statement that City is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
 5. Any appropriate required federal income tax reporting form.

6. Evidence of City's authority to consummate the Exchange in a form reasonably acceptable to PC Land and the Title Company.
7. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Parties, the Title Company or Closing Agent.

G. **PC Land's Closing Documents.** At Closing, PC Land shall execute, acknowledge (where appropriate) and deliver to City the following, each dated as of Closing:

1. A Special Warranty Deed conveying the De-chlorination Facility Land, Additional Well Site 1, and Additional Well Site 2 to City for use and maintenance as part of City's effluent processing. **Exhibits "1,"and "2."**
2. A Bill of Sale for any improvements located on the De-chlorination Facility Land, Additional Well Site 1, and Additional Well Site 2 to City. **Exhibit "11."**
3. An easement in perpetuity to City for the Effluent Disposal Site, subject to PC Land's continued right to use the Effluent Disposal Site for any use not inconsistent with City's easement, and an Effluent Transmission Line Easement. **Exhibits "3" and "4."**

H. The parties shall accept title subject to the matters contained in this Agreement, including the following:

- i. Any taxes and assessments for the remainder of the year of closing and subsequent years;
- ii. Laws, ordinances, zoning restrictions, prohibitions and regulations of competent government authorities;
- iii. Covenants, declarations, easements and restrictions of record, including but not limited to, the Non-Exclusive Perpetual Multi-Use Easement between Palm Coast Land, LLC and the Palm Coast Park Community Development District dated September 17, 2010, and recorded in OR Book 1784, Page 1805 et seq. of the public records of Flagler County, Florida, the City's reserved rights, as provided for in Section 4.C. above, and PC Land's mitigation easement as provided for in Section 3.A.2. above; and

- iv. Facts that will be disclosed by a personal inspection.
 - v. A transferor's certification statement that PC Land is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
 - vi. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Title Company.
- I. **Closing Costs.** PC Land shall pay documentary stamp taxes and recording fees on both the deed to SW-43 and the Quit Claim Deed to terminate the Raw Water Line Easement and its attorneys' fees. City shall pay documentary stamp taxes and recording fees on the deed to Well Site Addition 1, Well Site Addition 2, and De-chlorination Facility Land and recording fees for the Effluent Transmission Line Easement and Effluent Disposal Site Easement and its attorneys' fees. Any costs associated with corrective instruments related to the Effluent Disposal Site Easement, Well Site Additions, De-chlorination Facility Land or the Effluent Transmission Line Easement shall be paid for by PC Land. Any costs associated with corrective instruments related to SW-43 shall be paid for by City.
- J. **Property and Transfer Taxes.** PC Land shall be responsible for real estate and personal property taxes owing for the PC Land Exchange Property tax years prior to the 2015 calendar year, if any, and for the portion of the 2015 calendar year during which PC Land owned the PC Land Exchange Property (*i.e.*, PC Land shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2015 and ending (but not including) on the date of Closing). Unless City is exempt from payment thereof by applicable law, City shall be responsible for real estate and personal property taxes owing for the City Exchange Property for the period commencing on the date of Closing and ending on December 31, 2015. The Closing Agent shall ensure compliance with Florida Statute 196.295 at Closing. City shall pay any real and personal property taxes billed with respect to the City Exchange Property after Closing. City shall be solely responsible for and hold PC Land harmless from any so-called "rollback" or similar taxes or assessments owing on the City Exchange Property resulting from the exchange thereof to City.
- K. **Conditions to Closing.**

1. The obligations of City shall be subject to satisfaction of the following conditions precedent to Closing:
 - a. No representation or warranty of PC Land contained shall be inaccurate in any material respect; and
 - b. PC Land's delivery of PC Land's Closing documents.
2. If any conditions precedent described in Section 12.F. above shall remain unsatisfied as of Closing, then the obligations of City shall, at the sole election of City, cease upon delivery of written notice to PC Land of City's election to terminate this Agreement. The Parties shall be relieved of their respective obligations (except to the extent such obligations specifically survive such termination).
3. The obligations of PC Land shall be subject to satisfaction of the following conditions precedent on and before Closing :
 - a. no representation or warranty of City contained shall be inaccurate in any material respect; and
 - b. City's delivery of City's Closing documents.
 - c. PC Land shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "12."**
4. If any conditions precedent described in Section 12.F.7. above shall remain unsatisfied as of Closing, then the obligations of PC Land shall, at the election of PC Land, cease upon delivery of written notice to City of PC Land's election to terminate. If PC Land's election occurs to terminate this Agreement, the Parties shall be relieved of their respective obligations (except to the extent such obligations specifically survive such termination)

13. **Provisions Regarding Default**. If either Party shall default in any of their respective obligations under this Agreement, the other Party, by notice to such defaulting Party specifying the default and the date on which this Agreement shall terminate (which date shall be not less than thirty (30) days after giving such notice), may terminate this Agreement, and upon such date, and unless the default so specified shall have been cured, this Agreement shall terminate. Each Party also shall have the right to specifically enforce this Agreement, provided that any action is

commenced within six (6) months after such right arises. In no event, however, shall City be liable to PC Land for any damages under this Agreement.

14. **Possession of Property.** Sole and exclusive possession of the De-chlorination Facility Land, Well Site Addition 1 and Well Site Addition 2 shall be delivered to the City at Closing.

15. **Assignment of Contract.** This Agreement may not be assigned by either Party without the other Party's prior consent, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to any entity that is an affiliate of or controlled by that Party without the other Party's prior consent.

16. **No Broker/Hold Harmless.** Each Party represents that it has not had dealings with any real estate broker regarding the Exchange contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from all damages, claims, losses or costs resulting from any claims related to this Agreement that may be asserted against the other Party by any broker with this Agreement.

17. **Tax Reporting Numbers.** The Parties agree to provide their tax identification numbers to the Title Company prior to Closing.

18. **Notices.** Each notice, request, demand, instruction or other document required or permitted to be given shall be in writing and shall be delivered personally (including messenger or courier service with evidence of receipt), sent by depositing it with the United States Postal Service certified or registered mail, return receipt requested, with adequate postage prepaid, or by depositing it with Federal Express or other overnight delivery service from which a receipt may be obtained, addressed to the Parties at their respective addresses set forth below and marked to the designated individual's attention. Each notice shall be effective upon being so deposited, but the time in which a response to any such notice must be given or any action taken with respect thereto shall run from receipt of the notice by the addressee, if delivered personally, two (2) business days after deposit in the mails, if mailed, or one (1) day after deposit with an overnight delivery service, if sent via overnight delivery (the "Receipt Date"). Rejection or other refusal by the addressee to accept or the inability of the United States Postal Service to deliver because of a changed address of which no notice was given shall be deemed to be the receipt of the notice sent. Either Party shall have the right from time to time to change the address to which notices to it shall be sent by giving notice to the other Party of the changed address at least ten (10) days prior to such change.

To City:

City of Palm Coast
Attn: City Manager
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Tel. 386-986-3700

With a Copy To: William E. Reischmann, Esq.
City Attorney
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801
Tel: 407-425-9566

To PC Land: Palm Coast Land, LLC
Attn: William I. Livingston, Manager/President
145 City Place, Suite 300
Palm Coast, Florida 32164
Tel: (386) 446-6226
Fax: (386) 586-0074

19. **Entire Agreement: Modification**. This Agreement with the attached Exhibits embodies and constitutes the entire understanding between the Parties regarding the transaction contemplated. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into and superseded by this Agreement except as noted. No representations, agreements, understandings, warranties or indemnities shall be in force or deemed to exist between the Parties unless noted. Neither this Agreement nor any provision may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent in such instrument.
20. **Applicable Law**. This Agreement shall be governed by, and construed under the laws of the State of Florida.
21. **Headings**. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
22. **Binding Effect: Recording of Agreement**. This Agreement shall bind upon and shall inure to the benefit of the Parties and their successors and assigns, provided that no assignment shall be made except as noted under Section 15 above. This Agreement shall not be recorded.
23. **Counterparts**. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting the same Agreement.
24. **Interpretation**. Whenever the context shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.
25. **Joint Drafting**. The Parties agree that each have played an equal part in the negotiations and drafting of this Agreement. If any ambiguities should exist in the construction or interpretation of this Agreement, the result shall be equally assumed and realized by each of the Parties to this Agreement.

26. **Attorney Fees**. Should either Party employ an attorney or attorneys to enforce any of this Agreement, to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the Party prevailing shall may recover from the other Party all reasonable costs, charges and expenses, including attorney's fees in that connection; whether incurred before or at any rehearing or appeal.

27. **Time**. The Parties acknowledge that time is of the essence for this transaction.

28. **Survival**. This Agreement and the terms and conditions of those provisions which, by their nature, call for performance after the Closing, as well as all warranties, covenants, restoration obligations, representations and/or indemnities made herein shall survive Closing and delivery of the Deeds and shall not be merged. Any provisions that expressly provide for survival shall also survive Closing or the expiration or termination of this Agreement.

29. **Effective Date**. The effective date ("Effective Date") of this Agreement shall be the date on which the last Party executes this Agreement; provided, however, that if the second Party does not execute this Agreement and deliver a fully executed counterpart of the same to the first signing Party within ten (10) days of the first Party's execution date, then the offer or commitment to be bound by the first executing Party shall automatically be revoked and withdrawn, whereupon neither Party shall be bound.

30. **Third Party Beneficiaries**. This Agreement is solely for the benefit of the Parties to this Agreement. No right or cause of action shall accrue for the benefit of any other third Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under Agreement, other than the Parties and their respective representatives, successors and assigns.

31. **"As Is Exchange"**. City and PC Land each acknowledge that each party will have adequate opportunity to inspect the land it is acquiring under this Agreement during the Inspection Period and accepts the risk that any inspection it performs may not disclose all material matters affecting such land. Neither party makes any warranty or representation regarding their respective Exchange Property to be conveyed, including but not limited to: the condition of the surface or subsurface of their respective Exchange Property; zoning or other governmental conditions or restrictions applicable to their respective Exchange Property; utility availability or capacities; compliance with environmental laws or any other existing laws or governmental regulations; the condition of any buildings or improvements included within their respective Exchange Property; the presence or absence of any Hazardous Material (as defined below); merchantability or fitness of their respective Exchange Property or any part thereof for a particular purpose; or any other aspect of such party's Exchange Property which may materially affect the value or the use thereof. Each party recognizes there are risks associated with exchanging real estate and agrees to make its own investigation concerning the Exchange Property it will acquire pursuant to this Agreement and shall rely on such findings without any representation or warranty from the conveying party (except those set forth in Section 10) or any real estate broker or other agent representing or purporting to represent the conveying party.

“Hazardous Materials” shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) “Environmental Laws” shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

32. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY ENTERING INTO THIS AGREEMENT.

33. **Insolvency.** There has not been filed by or against either party a petition in bankruptcy or any other insolvency proceeding, or for the reorganization or appointment of a receiver or trustee, nor has either party made an assignment for the benefit of creditors, nor filed a petition for arrangement, nor entered into an arrangement with creditors, nor admitted in writing its inability to pay debts as they become due.

34. **Contracts.** Each party represents that there are no leases, rights of first refusal, options or contracts, oral or written, in existence pertaining to their respective Exchange Property. Neither party, nor any person authorized to act on its behalf, is a party to any written, oral or implied contract, agreement, lease or other commitment affecting or relating to their respective Exchange Property, including, without limitation, agreements for the purchase of goods or the rendering of services.

35. **No Joint Venture.** Nothing in this Agreement, nor the acts of the parties, will be construed to create a partnership or joint venture between parties.

36. **Binding Effect.** This Agreement and the rights, restrictions, duties, covenants, conditions and obligations created hereby shall create mutual benefits, obligations and servitudes that (i) remain in full force and effect, (ii) run with the title to the respective Exchange Properties and any portion thereof, and (iii) are and shall be binding upon and inure to the benefit of each Party, together with all tenants, mortgagees, customers and invitees of such Party, and their respective successors and assigns. This Agreement is not intended to, nor will it, prevent or impede the City from exercising its legislative authority as the same may affect the City Owned Property.

IN WITNESS WHEREOF, the parties have executed on the date or dates shown below.

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

PALM COAST LAND, LLC, a Florida
limited liability company

By: _____
William I. Livingston, Manager/President

(print name)

Date: _____

(print name)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by WILLIAM I. LIVINGSTON, Manager/President of PALM COAST LAND, LLC, a Florida limited liability company (check one) who is personally known to me or who produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

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

(print name)

(print name)

CITY OF PALM COAST, FLORIDA

By: _____
Jim Landon, City Manager

ATTEST:

By: _____
Virginia A. Smith, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by JIM LANDON, City Manager of the CITY OF PALM COAST, FLORIDA, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

EXHIBIT "1"
[ADDITIONAL WELL SITE 1 & 2]

Prepared by and return to:
Catherine D. Reischmann, Esquire
Brown, Garganese, Weiss & D'Agresta, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873
(407) 425-9566

Parcel ID: _____

SPECIAL WARRANTY DEED (WELL SITE ADDITION 1 & 2)

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 2015 ("Effective Date"), by and between **Palm Coast Land, LLC**, a Florida limited liability company ("**Grantor**"), at 145 City Place, Suite 300, Palm Coast, Florida 32164, and the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida ("**Grantee**"), at 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164. (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Flagler, State of Florida, and more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO

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.

SUBJECT TO reservations, covenants, restrictions, easements of record, which reference hereto shall not operate to reimpose same, and taxes for the current year;

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming, by through or under Grantor only.

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

Signed, sealed and delivered
in the presence of:

PALM COAST LAND, LLC, a Florida limited
liability company

By: _____

Print name: William I. Livingston
Title: President/Manager

145 City Place, Suite 300
Palm Coast, Florida 32164

(signature)

(print name)

(signature)

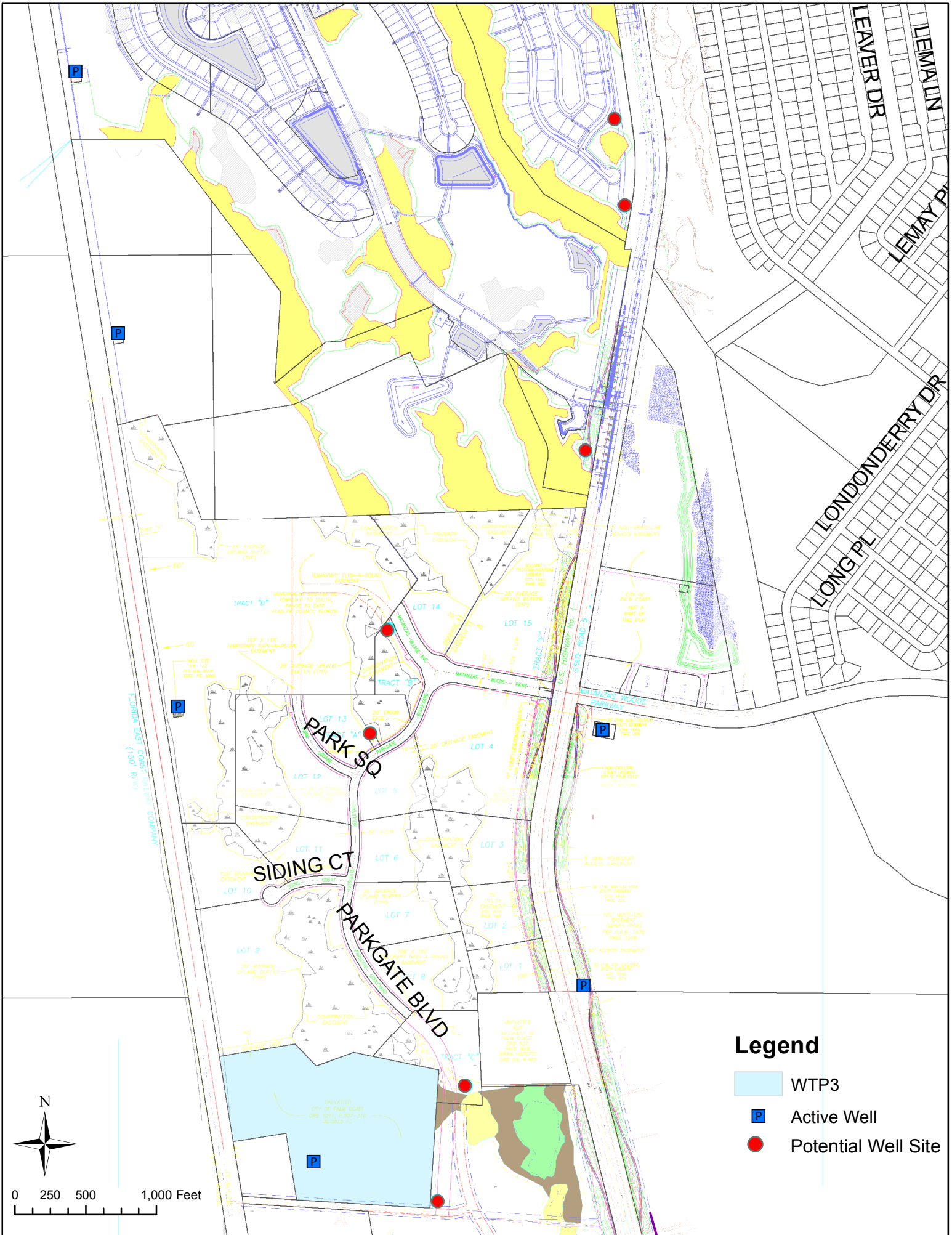
(print name)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by William I. Livingston, President and Manager of Palm Coast Land, LLC, (check one) who is/are personally known to me or who produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

EXHIBIT "A"



Legend

- WTP3
- P Active Well
- Potential Well Site



0 250 500 1,000 Feet

EXHIBIT "2"
[DE-CHLORINATION FACILITY]

Prepared by and return to:
Catherine D. Reischmann, Esquire
Brown, Garganese, Weiss & D'Agresta, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873
(407) 425-9566

Parcel ID: _____

SPECIAL WARRANTY DEED (DE-CHLORINATION FACILITY LAND)

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 2015 ("Effective Date"), by and between **Palm Coast Land, LLC**, a Florida limited liability company ("**Grantor**"), at 145 City Place, Suite 300, Palm Coast, Florida 32164, and the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida ("**Grantee**"), at 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164. (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Flagler, State of Florida, and more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO

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.

SUBJECT TO reservations, covenants, restrictions, easements of record, which reference hereto shall not operate to reimpose same, and taxes for the current year;

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming, by through or under Grantor only.

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

Signed, sealed and delivered
in the presence of:

PALM COAST LAND, LLC, a Florida limited
liability company

By: _____

Print name: William I. Livingston
Title: President/Manager

145 City Place, Suite 300
Palm Coast, Florida 32164

(signature)

(print name)

(signature)

(print name)

STATE OF FLORIDA
COUNTY OF FLAGLER

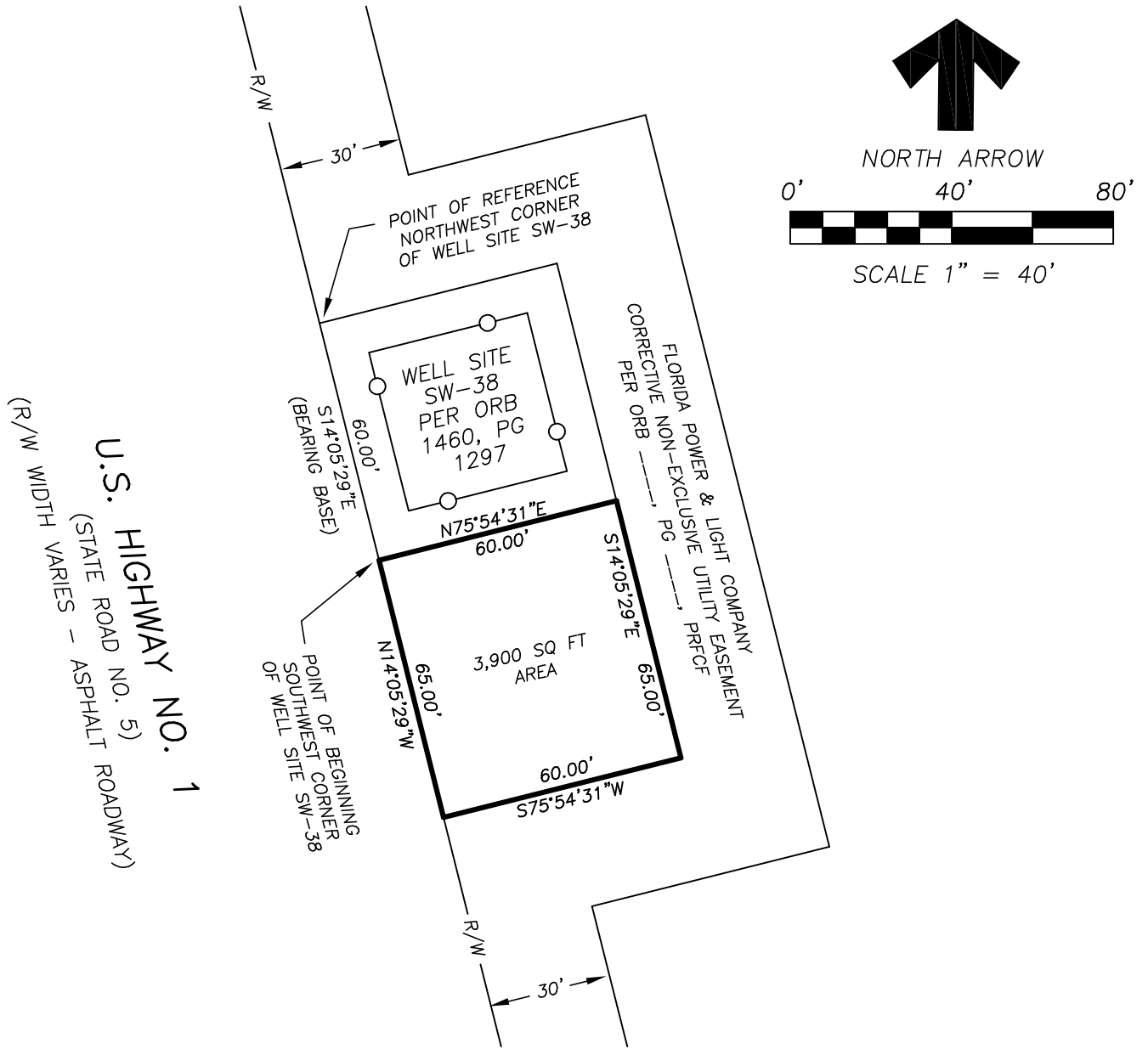
The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by William I. Livingston, President and Manager of Palm Coast Land, LLC, (check one) who is/are personally known to me or who produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

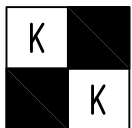
EXHIBIT "A"

SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY

Exhibit "A" to Exhibit "2"
De-Chlorination Facility



FOR LEGAL DESCRIPTION, LEGEND, NOTES, SIGNATURE AND SEAL, SEE SHEET 2 OF 2



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176
Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 10/28/2014

SHEET 1 OF 2

1" = 40'

SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED SOUTHERLY OF AND ADJACENT TO LANDS PER OFFICIAL RECORDS BOOK 1460, PAGE 1297, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALSO KNOWN AS THE CITY OF PALM COAST, FLORIDA, WELL SITE SW-38, LOCATED IN THE NORTHEAST ¼ OF GOVERNMENT SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID WELL SITE SW-38, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (ALSO KNOWN AS STATE ROAD NO. 5), A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WESTERLY LINE OF A 30-FOOT WIDE FLORIDA POWER & LIGHT CORRECTIVE NON-EXCLUSIVE UTILITY EASEMENT PER OFFICIAL RECORDS BOOK _____, PAGES _____, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, FOR A POINT OF REFERENCE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE S14°05'29"E FOR A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID WELL SITE SW-38 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE ALONG THE SOUTHERLY LINE OF SAID WELL SITE SW-38 N75°54'31"E FOR A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE S14°05'29"E FOR A DISTANCE OF 65.00 FEET; THENCE S75°54'31"W FOR A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N14°05'29"W FOR A DISTANCE OF 65.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

PARCEL CONTAINING 3,900 SQUARE FEET, MORE OR LESS.

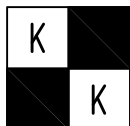
SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 (STATE ROAD 5) AS SHOWN, BEING S14°05'29"E.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	C= CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SEC=SECTION
PC=POINT OF CURVE	RNG=RANGE
PT=POINT OF TANGENCY	TWP=TOWNSHIP
PI=POINT OF INTERSECTION	I.D.=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	NTS=NOT TO SCALE
PG/PGS=PAGE/PAGES	(R)=RECORD
ORB=OFFICIAL RECORD BOOK	(F)=FIELD MEASURED
SQ FT=SQUARE FEET	(NR)=NON-RADIAL
AC.=ACRES	(RAD)=RADIAL
	PRFCF=PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

SIGNED: _____
KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176
Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 10/28/2014

SHEET 2 OF 2

1" = N/A

EXHIBIT “3”
[EFFLUENT DISPOSAL SITE EASEMENT]

Prepared by:
Catherine D. Reischmann, Esquire
Brown, Garganese, Weiss & D’Agresta, P.A.
P.O. Box 2873
Orlando, Florida 32802-2873

Return to:
Virginia Smith
City of Palm Coast
160 Cypress Point Parkway, Ste. B-106
Palm Coast, FL 32164

EFFLUENT DISPOSAL SITE EASEMENT AGREEMENT

THIS EFFLUENT DISPOSAL SITE EASEMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2015, by and between **Palm Coast Land, LLC**, a Florida limited liability company (“**Grantor**”), at 145 City Place, Suite 300, Palm Coast, Florida 32164, and the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (“**Grantee**”), at 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164.

RECITALS

WHEREAS, Grantor is the owner of the real property described and depicted in **Exhibit “A”** (the “Easement Property”);

WHEREAS, Grantee owns and operates a community/municipal wastewater treatment plant known as Wastewater Plant Number 2 (“**WWTP2**”), which is used for the provision of sanitary sewer service to its residents. **WWTP2** generates effluent for irrigation and other purposes as permitted under Florida law;

WHEREAS, Grantee desires to transport and discharge effluent produced from **WWTP2** onto the Easement Property;

WHEREAS, Grantor is willing to grant Grantee an Effluent Disposal Site Easement in accordance with and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree:

1. **Recitals.** The Parties agree that the recitals are true and correct, and are made and incorporated by this reference.
2. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive, perpetual easement over and upon the Easement Property described and depicted in **Exhibit “A,”** for the discharge of effluent generated from WWTP2 onto the Easement Property. Grantee will have the right of reasonable ingress and egress over the Easement Property for the purpose of exercising the easement rights. The Effluent Disposal Site Easement shall be perpetual.
3. **Grantor’s Reserved Rights.** Grantor reserves the right to use the Effluent Disposal Site for any purpose not inconsistent with Grantee’s use, and provided Grantor’s activities do not limit discharge of effluent by Grantee into the Effluent Disposal Site. Grantor is specifically permitted to enter the Effluent Disposal Area to: 1) restore, enhance or create wetlands; 2) perform any activities that could result in wetland mitigation credits; or 3) grant to the St. Johns River Water Management District, the US Army Corps of Engineers, or any other regulatory agency, a conservation easement over all or a portion of the Effluent Disposal Site.
4. **Incidental Rights.** The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Property for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities located within the Easement Property.
5. **Construction and Maintenance.** Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Property. Grantee shall also, at Grantee’s cost and expense, restore the Easement Property to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
6. **Non-Interference by Grantor.** Grantor understands and agrees that any modification to the drainage facilities, structures or functions on the Effluent Disposal Site made without Grantee’s prior written consent are prohibited and shall be a default under this Agreement. Grantor agrees not to construct or place any structure, facility or material of any kind within the Easement Property that would interfere with the rights of Grantee.
7. **Easement Binding.** All provisions of this Agreement including, but not limited to, the benefits and burdens herein expressed, run with the land and are binding and inure to the successors and assigns of the Parties. The obligations touch and concern the Easement Property and follow the Easement Property. Grantee will have and hold the rights granted with all and singular appurtenances belonging or in anywise appertaining forever

8. **Use.** Use of the Easement Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.

9. **Duration.** The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Property shall be perpetual in duration.

10. **Warranty of Title.** Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Easement Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Property for the purposes contemplated herein.

11. **No Waiver.** No waiver of any provisions of the Agreement will be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver will be applicable only to the instance to which it relates and will not be deemed to be a continuing waiver or waiver of any future matter.

12. **Entire Agreement.** The Parties agree that the entire agreement between the Parties with respect to the Easement Property and the Effluent Disposal Site Easement is noted in this Agreement. The Agreement may be amended only by an instrument in writing, in equal dignity, which is executed by the parties or persons who are the then owners of the fee simple title to the Easement Property.

13. **Litigation and Attorney's Fees.** In the event it is necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

14. **Governing Law.** The Easement will be governed by and construed in accordance with the laws of the State of Florida.

15. **Recordation.** The original of this Agreement will be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Effluent Disposal Site Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

(print)

(print)

GRANTOR

Palm Coast Land, LLC

By: _____

Print name: William I. Livingston

Title: President/Manager

Address: 145 City Place, Suite 300,
Palm Coast, Florida 32164

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by William I. Livingston, President and Manager of Palm Coast Land, LLC, (check one) who is personally known to me or who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

WITNESSES:

(print)

(print)

GRANTEE

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

ATTEST:

Virginia A. Smith, City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

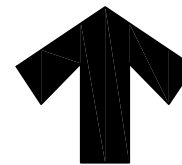
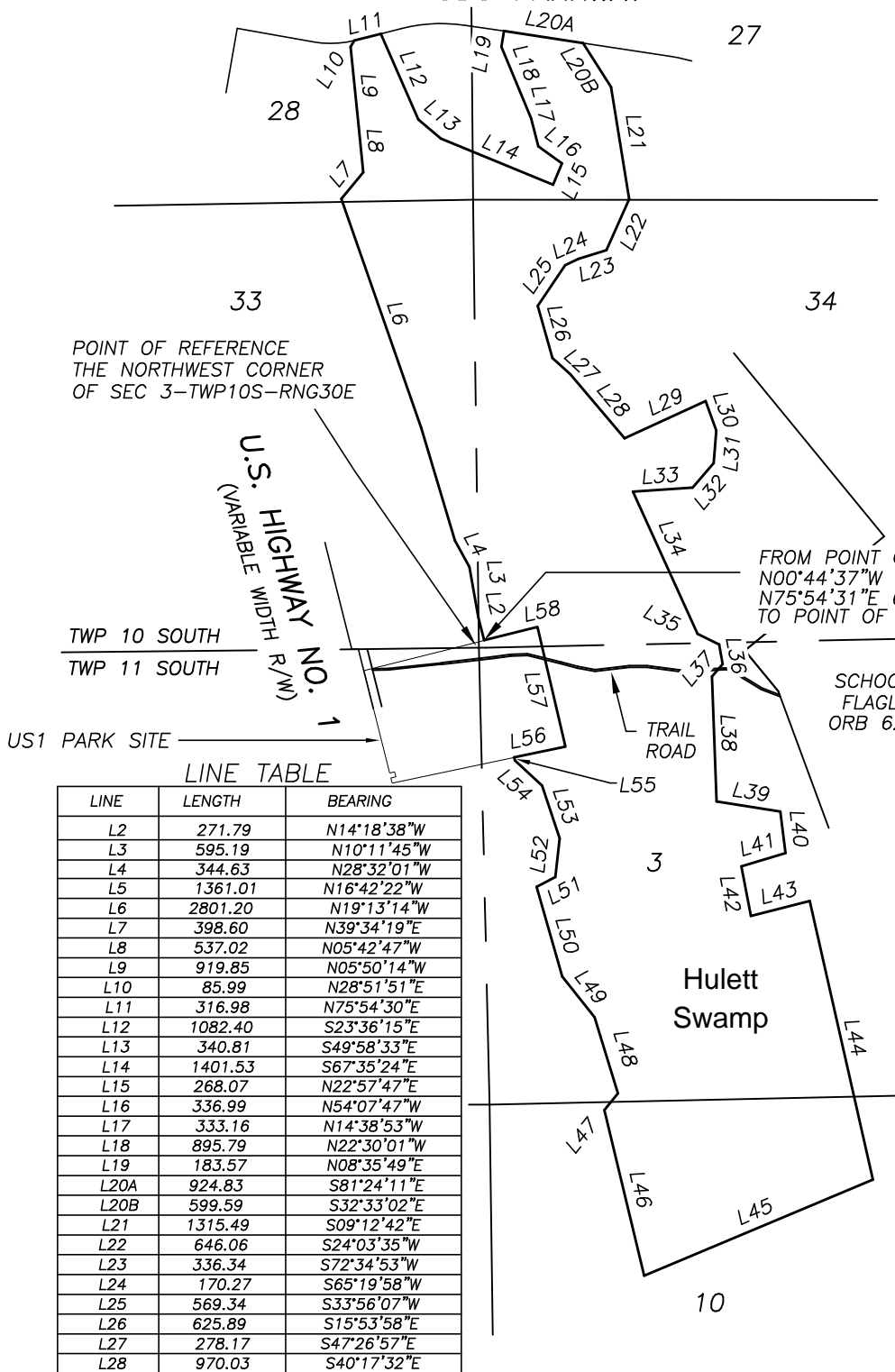
Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

EXHIBIT "A"
Description and Depiction of Property

SKETCH AND DESCRIPTION
 NOT A BOUNDARY SURVEY
Exhibit "A" to Exhibit "3"
Effluent Disposal Site Easement

RESERVED FOR RECORDING INFORMATION

MATANZAS WOODS PARKWAY



NORTH ARROW



SCALE 1" = 2000'

POINT OF REFERENCE
 THE NORTHWEST CORNER
 OF SEC 3-TWP10S-RNG30E

U.S. HIGHWAY NO. 1
 (VARIABLE WIDTH R/W)

TWP 10 SOUTH
 TWP 11 SOUTH

US1 PARK SITE

FROM POINT OF REFERENCE
 N00°44'37"W 71.94'
 N75°54'31"E 63.39'
 TO POINT OF BEGINNING

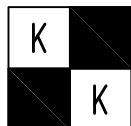
SCHOOL BOARD OF
 FLAGLER COUNTY
 ORB 625, PG 1596

LINE TABLE

LINE	LENGTH	BEARING
L2	271.79	N14°18'38"W
L3	595.19	N10°11'45"W
L4	344.63	N28°32'01"W
L5	1361.01	N16°42'22"W
L6	2801.20	N19°13'14"W
L7	398.60	N39°34'19"E
L8	537.02	N05°42'47"W
L9	919.85	N05°50'14"W
L10	85.99	N28°51'51"E
L11	316.98	N75°54'30"E
L12	1082.40	S23°36'15"E
L13	340.81	S49°58'33"E
L14	1401.53	S67°35'24"E
L15	268.07	N22°57'47"E
L16	336.99	N54°07'47"W
L17	333.16	N14°38'53"W
L18	895.79	N22°30'01"W
L19	183.57	N08°35'49"E
L20A	924.83	S81°24'11"E
L20B	599.59	S32°33'02"E
L21	1315.49	S09°12'42"E
L22	646.06	S24°03'35"W
L23	336.34	S72°34'53"W
L24	170.27	S65°19'58"W
L25	569.34	S33°56'07"W
L26	625.89	S15°53'58"E
L27	278.17	S47°26'57"E
L28	970.03	S40°17'32"E

L29	1030.98	N65°18'56"E
L30	361.09	S20°19'53"E
L31	378.66	S04°55'48"W
L32	373.15	S40°36'50"W
L33	689.95	S85°57'51"W
L34	1803.93	S24°23'23"E
L35	278.82	S64°11'20"E
L36	230.20	S10°07'45"E
L37	190.60	S40°43'02"W
L38	1446.06	S02°05'16"E
L39	746.72	S80°59'05"E
L40	483.31	S06°57'22"E
L41	531.46	S73°22'05"W
L42	584.04	S10°58'37"E
L43	699.88	N75°47'37"E
L44	3299.79	S12°48'01"E
L45	2868.52	S67°13'14"W
L46	1966.98	N13°31'17"W
L47	249.35	N38°56'24"E
L48	920.31	N16°58'24"W
L49	600.07	N38°26'59"W
L50	1078.99	N16°03'39"W
L51	243.64	N62°39'38"E
L52	450.61	N06°39'26"E
L53	644.10	N18°20'23"W
L54	428.69	N47°30'08"W
L55	35.88	N14°18'38"W
L56	605.09	N78°07'43"E
L57	1420.96	N13°03'04"W
L58	635.78	S75°54'31"W

FOR LEGAL DESCRIPTION, LEGEND, NOTES, SIGNATURE AND SEAL, SEE SHEET 2 OF 2



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 08/28/2014

SHEET 1 OF 2

1" = 2000'

SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, AND SECTIONS 3 AND 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, SAID PARCEL BEING KNOWN AS A PORTION OF HULETT SWAMP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 34 FOR A POINT OF REFERENCE; THENCE ALONG THE WEST LINE OF SAID SECTION 34, N00°44'37"W FOR A DISTANCE OF 71.94 FEET TO THE NORTH LINE OF LANDS PER OFFICIAL RECORDS BOOK (ORB) 1970 PAGE 427 (65.17 ACRES) OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE ALONG SAID NORTH LINE N75°54' 31"E FOR A DISTANCE OF 63.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTH LINE N14°18'38"W FOR A DISTANCE OF 271.79 FEET; THENCE N10°11'45"W FOR A DISTANCE OF 595.19 FEET; THENCE N28°32'01"W FOR A DISTANCE OF 344.63 FEET; THENCE N16°42'22"W FOR A DISTANCE OF 1361.01 FEET; THENCE N19°13'14"W FOR A DISTANCE OF 2801.20 FEET; THENCE N39°34'19"E FOR A DISTANCE OF 398.60 FEET; THENCE N05°42'47"W FOR A DISTANCE OF 537.02 FEET; THENCE N05°50'14"W FOR A DISTANCE OF 919.85 FEET; THENCE N28°51'51"E FOR A DISTANCE OF 85.99 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT-WIDE RIGHT-OF-WAY); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE N75°54'30"E FOR A DISTANCE OF 316.98 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE S23°36'15"E FOR A DISTANCE OF 1082.40 FEET; THENCE S49°58'33"E FOR A DISTANCE OF 340.81 FEET; THENCE S67°35'24"E FOR A DISTANCE OF 1401.53 FEET; THENCE N22°57'47"E FOR A DISTANCE OF 268.07 FEET; THENCE N54°07'47"W FOR A DISTANCE OF 336.99 FEET; THENCE N14°38'53"W FOR A DISTANCE OF 333.16 FEET; THENCE N22°30'01"W FOR A DISTANCE OF 895.79 FEET; THENCE N08°35'49"E FOR A DISTANCE OF 183.57 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MATANZAS WOODS PARKWAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S81°24'11"E FOR A DISTANCE OF 924.83 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE S32°33'02"E FOR A DISTANCE OF 599.59 FEET; THENCE S09°12'42"E FOR A DISTANCE OF 1315.49 FEET; THENCE S24°03'35"W FOR A DISTANCE OF 646.06 FEET; THENCE S72°34'53"W FOR A DISTANCE OF 336.34; THENCE S65°19'58"W FOR A DISTANCE OF 170.27 FEET; THENCE S33°56'07"W FOR A DISTANCE OF 569.34 FEET; THENCE S15°53'58"E FOR A DISTANCE OF 625.89 FEET; THENCE S47°26'57"E FOR A DISTANCE OF 278.17 FEET; THENCE S40°17'32"E FOR A DISTANCE OF 970.03 FEET; THENCE N65°18'56"E FOR A DISTANCE OF 1030.98 FEET; THENCE S20°19'53"E FOR A DISTANCE OF 361.09 FEET; THENCE S04°55'48"W FOR A DISTANCE OF 378.66 FEET; THENCE S40°36'50"W FOR A DISTANCE OF 373.15 FEET; THENCE S85°57'51"W FOR A DISTANCE OF 689.95 FEET; THENCE S24°23'23"E FOR A DISTANCE OF 1803.93 FEET; THENCE S64°11'20"E FOR A DISTANCE OF 278.82 FEET; THENCE S10°07'45"E FOR A DISTANCE OF 230.20 FEET; THENCE S40°43'02"W FOR A DISTANCE OF 190.60 FEET; THENCE S02°05'16"E FOR A DISTANCE OF 1446.06 FEET; THENCE S80°59'05"E FOR A DISTANCE OF 746.72 FEET; THENCE S06°57'22"E FOR A DISTANCE OF 483.31 FEET; THENCE S73°22'05"W FOR A DISTANCE OF 531.46 FEET; THENCE S10°58'37"E FOR A DISTANCE OF 584.04 FEET; THENCE N75°47'37"E FOR A DISTANCE OF 699.88 FEET; THENCE S12°48'01"E FOR A DISTANCE OF 3299.79 FEET; THENCE S67°13'14"W FOR A DISTANCE OF 2868.52 FEET; THENCE N13°31'17"W FOR A DISTANCE OF 1966.98 FEET; THENCE N38°56'24"E FOR A DISTANCE OF 249.35 FEET; THENCE N16°58'24"W FOR A DISTANCE OF 920.31 FEET; THENCE N38°26'59"W FOR A DISTANCE OF 600.07 FEET; THENCE N16°03'39"W FOR A DISTANCE OF 1078.99 FEET; THENCE N62°39'38"E FOR A DISTANCE OF 243.64 FEET; THENCE N06°39'26"E FOR A DISTANCE OF 450.61 FEET; THENCE N18°20'23"W FOR A DISTANCE OF 644.10 FEET; THENCE N47°30'08"W FOR A DISTANCE OF 428.69 FEET; THENCE N14°18'38"W FOR A DISTANCE OF 35.88 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED LANDS PER ORB 1970 PAGE 427; THENCE ALONG SAID SOUTH LINE N78°07'43"E FOR A DISTANCE OF 605.09 FEET TO THE EAST LINE OF SAID LANDS THENCE DEPARTING SAID SOUTH LINE ALONG SAID EAST LINE N13°03'04"W FOR A DISTANCE OF 1420.96 FEET TO SAID NORTH LINE PER ORB 1970 PAGE 427; THENCE DEPARTING SAID EAST LINE ALONG SAID NORTH LINE S75°54'31"W FOR A DISTANCE OF 635.78 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

PARCEL CONTAINING 768.42 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

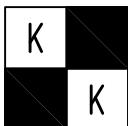
1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS BASED ON THE NORTHERLY LINE OF GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST BEING N88°47'06"E.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.

ABBREVIATIONS

R/W=RIGHT-OF-WAY	SEC=SECTION
PG/PGS=PAGE/PAGES	RNG=RANGE
ORB=OFFICIAL RECORDS BOOK	TWP=TOWNSHIP
	PRFCF=PUBLIC RECORDS OF
	FLAGLER COUNTY, FLORIDA

KENNETH J. KUJAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

KUJAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176
Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 08/28/2014

SHEET 2 OF 2

1" = N/A

EXHIBIT "4"
[EFFLUENT TRANSMISSION LINE EASEMENT]

Prepared by:
Catherine D. Reischmann, Esq.
P.O. Box 2873
Orlando, FL 32802-2873

Return to:
City Clerk
City of Palm Coast
160 Cypress Point Parkway, Ste. B-106
Palm Coast, FL 32164

EFFLUENT TRANSMISSION LINE EASEMENT

THIS EFFLUENT TRANSMISSION LINE EASEMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2015, by and between **Palm Coast Land, LLC**, a Florida limited liability company ("**Grantor**"), at 145 City Place, Suite 300, Palm Coast, Florida 32164, and the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida ("**Grantee**"), at 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164.

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Palm Coast, Flagler County, Florida, more particularly described as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public utility easement to, over, under, upon, across and through that certain portion of the Property which is described on **Exhibit "B"** attached hereto (hereinafter referred to as the "Easement Area"), for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of items such as, but not limited in any way to, drainage ways, sluices, pipes, ditches, conveyance flow ways, sheet flow ways, structures and systems as may be necessary, as determined by Grantee, to permit such effluent disposal activities and functions, over, in, upon and across the Easement Property. (hereinafter referred to as the "Utilities"); and

WHEREAS, Grantor warrants that it has full authority to grant this easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement by Grantor.** Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Utilities, provided that any Utilities that exist above ground will fit into the overall concept and architectural components of the Palm Coast Park Development.
3. **Incidental Rights.** The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities located within the Easement Area.
4. **Construction and Maintenance.** Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
5. **Use.** Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.
6. **Duration.** The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.
7. **Warranty of Title.** Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.
8. **Litigation and Attorneys Fees.** In the event it is necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
9. **Governing Law.** The Easement will be governed by and construed in accordance with the laws of the State of Florida.
10. **Recordation.** The original of this Agreement will be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.

11. **Binding Covenant.** The covenant and rights set forth in this Agreement will run with the title to the lands described in **Exhibit "B"** and the benefits and burdens hereof will bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Effluent Disposal Site Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

(print)

(print)

GRANTOR

Palm Coast Land, LLC

By: _____

Print name: William I. Livingston

Title: President/Manager

Address: 145 City Place, Suite 300,

Palm Coast, Florida 32164

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by William I. Livingston, President and Manager of Palm Coast Land, LLC (check one) who is personally known to me or who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

WITNESSES:

(print)

(print)

GRANTEE

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

ATTEST:

Virginia A. Smith, City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

EXHIBIT "A"
PROPERTY

EXHIBIT "B"
EASEMENT AREA

EXHIBIT A

Parcel Identification Numbers

03-11-30-0000-01010-0020

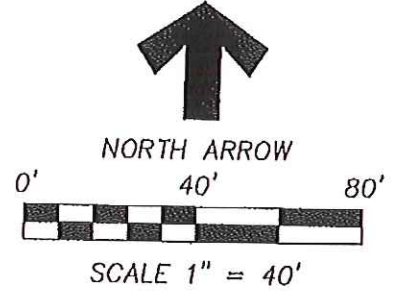
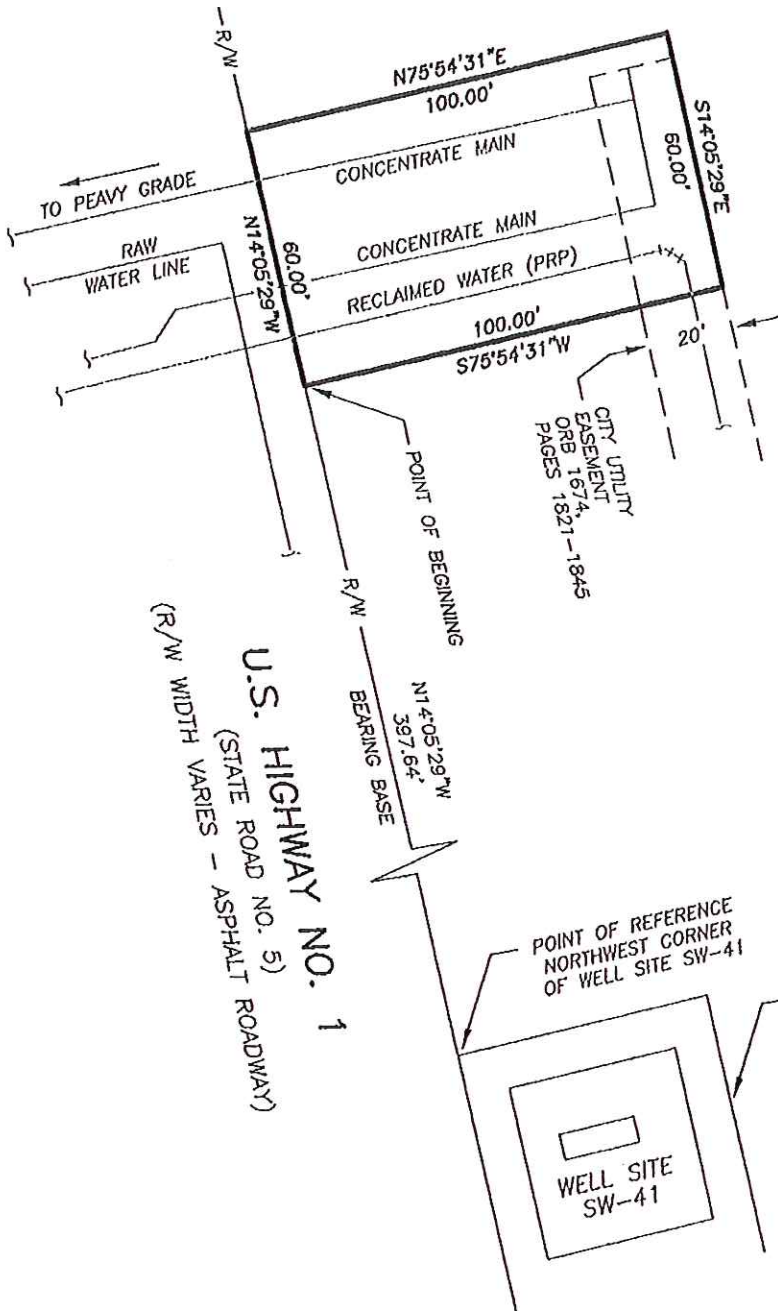
03-11-30-0000-01010-0060

04-11-30-0000-01010-00A2

33-10-30-0000-01030-00A0

Exhibit "B" to Exhibit "4" Effluent Transmission Line Easement

RESERVED FOR RECORDING INFORMATION



TOTAL OF 5 PAGES

THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY - THIS IS NOT A BOUNDARY SURVEY.
SEE SHEET 2 OF 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE.

C:\K\K\FLC\MISC\SW-41 NORTH OF.dwg 7/11/2011 9:40:09 AM EDT



WADE TRIM

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602

SKETCH
AND
DESCRIPTION

PROJECT NO.	FLC800401-200
DRAWING REF. NO.	SW-41 NORTH OF
DATE:	07/07/2011
SHEET NO.	1 OF 2

Exhibit "B" to Exhibit "4" Effluent Transmission Line Easement

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF GOVERNMENT SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LANDS PER OFFICIAL RECORDS BOOK 0832, PAGES 0991-0993, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID LANDS ALSO KNOWN AS THE CITY OF PALM COAST, FLORIDA, WELL SITE SW-41, SAID POINT BEING LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (ALSO KNOWN AS STATE ROAD NO. 5), A VARIABLE WIDTH RIGHT-OF-WAY FOR A POINT OF REFERENCE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N14°05'29"W FOR A DISTANCE OF 397.64 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N14°05'29"W FOR A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, N75°54'31"E FOR A DISTANCE OF 100.00 FEET; THENCE S14°05'29"E FOR A DISTANCE OF 60.00 FEET; THENCE S75°54'31"W FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

PARCEL CONTAINING 6,000 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S HIGHWAY 1 (STATE ROAD 5) AS SHOWN, BEING S14°05'29"E.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	CL=CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SEC=SECTION
PC=POINT OF CURVE	RNG=RANGE
PT=POINT OF TANGENCY	TWP=TOWNSHIP
PI=POINT OF INTERSECTION	I.D=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	NYS=NOT TO SCALE
PG.=PAGE	(R)=RECORD
ORB=OFFICIAL RECORD BOOK	(F)=FIELD MEASURED
SQ FT=SQUARE FEET	(NR)=NON-RADIAL
AC.=ACRES	(RAD)=RADIAL
PRP=PROPOSED	PRFCF=PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

SIGNED: _____
KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



LD 17565

WADE TRIM

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602

SKETCH AND DESCRIPTION

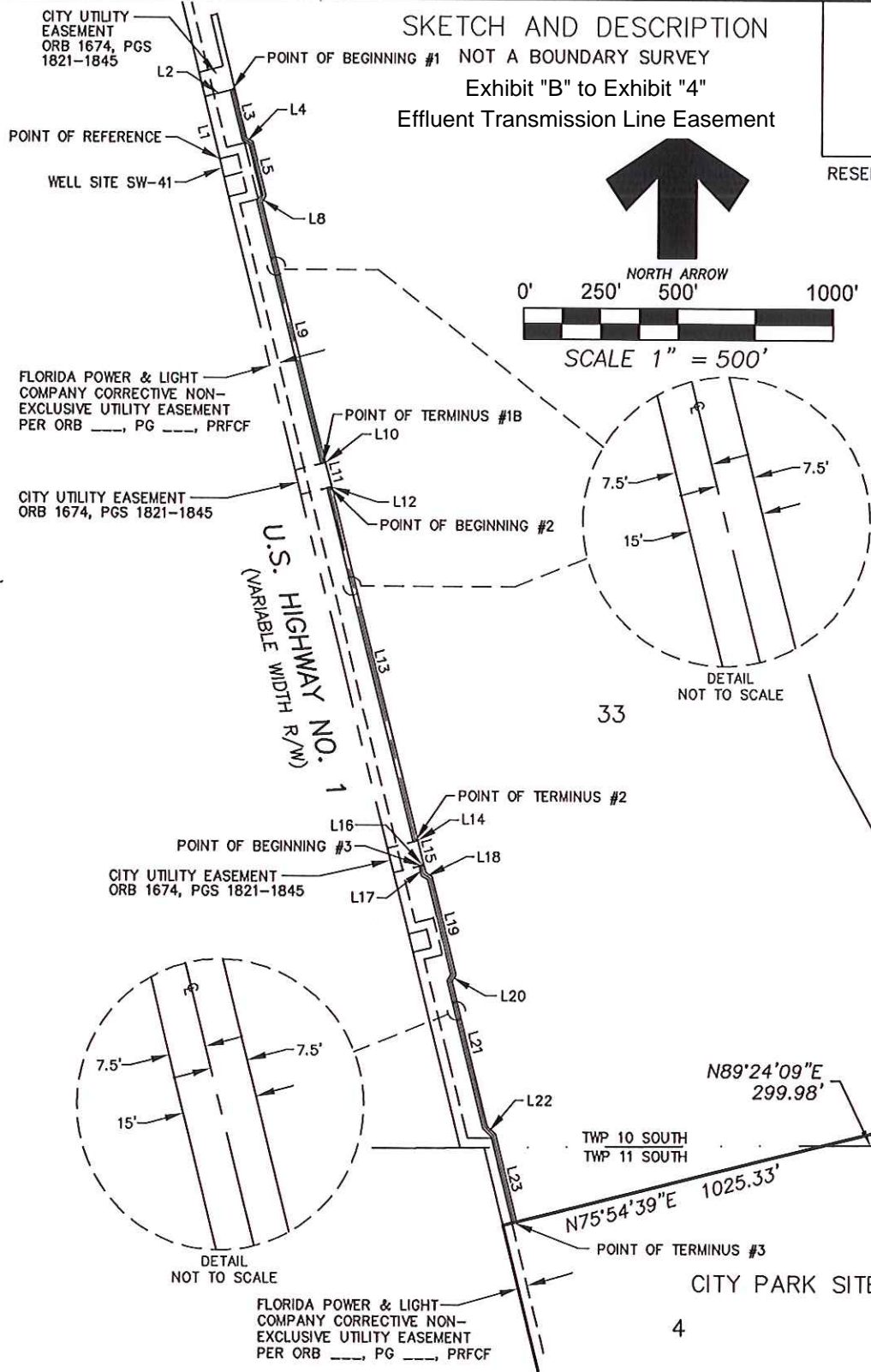
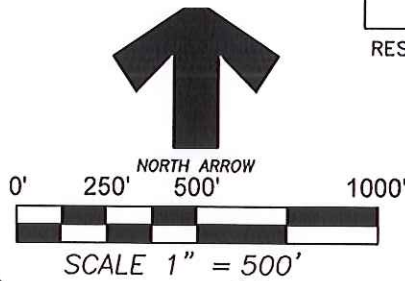
PROJECT NO.	FLC800401-200
DRAWING REF. NO.	SW-41 NORTH OF
DATE:	07/07/2011
SHEET NO.	2 OF 2

C:\KRA\EG MISC\SW-41 NORTH OF.dwg 7/11/2011 9:40:09 AM EDT

SKETCH AND DESCRIPTION
 Exhibit "B" to Exhibit "4"
 Effluent Transmission Line Easement

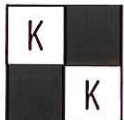
RESERVED FOR RECORDING INFORMATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	205.56	N14°05'29"W
L2	92.50	N75°54'30"E
L3	164.68	S14°05'29"E
L4	23.18	S59°05'31"E
L5	173.98	S14°05'31"E
L6	-	-
L7	-	-
L8	23.18	S30°54'29"W
L9	861.76	S14°05'29"E
L10	7.50	N75°54'31"E
L11	80.00	S14°05'29"E
L12	7.50	S75°54'31"W
L13	1163.94	S14°05'29"E
L14	7.50	N75°54'31"E
L15	80.00	S14°05'29"E
L16	7.50	S75°54'31"W
L17	28.81	S14°05'29"E
L18	23.18	S59°05'29"E
L19	319.13	S14°05'29"E
L20	23.18	S30°54'32"W
L21	476.91	S14°05'29"E
L22	38.27	S45°35'51"E
L23	284.57	S14°05'29"E



NOTE:
 BASIS OF BEARINGS IS
 LINE TAG "L13"

FOR LEGAL DESCRIPTION, LEGEND, NOTES, SIGNATURE AND SEAL, SEE SHEET 3 OF 3



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 08/28/2014

SHEET 1 OF 3

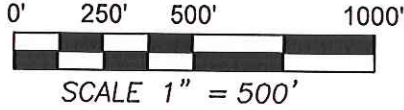
1" = 500'

SKETCH AND DESCRIPTION
 NOT A BOUNDARY SURVEY
 Exhibit "B" to Exhibit "4"
 Effluent Transmission Line Easement

RESERVED FOR RECORDING INFORMATION

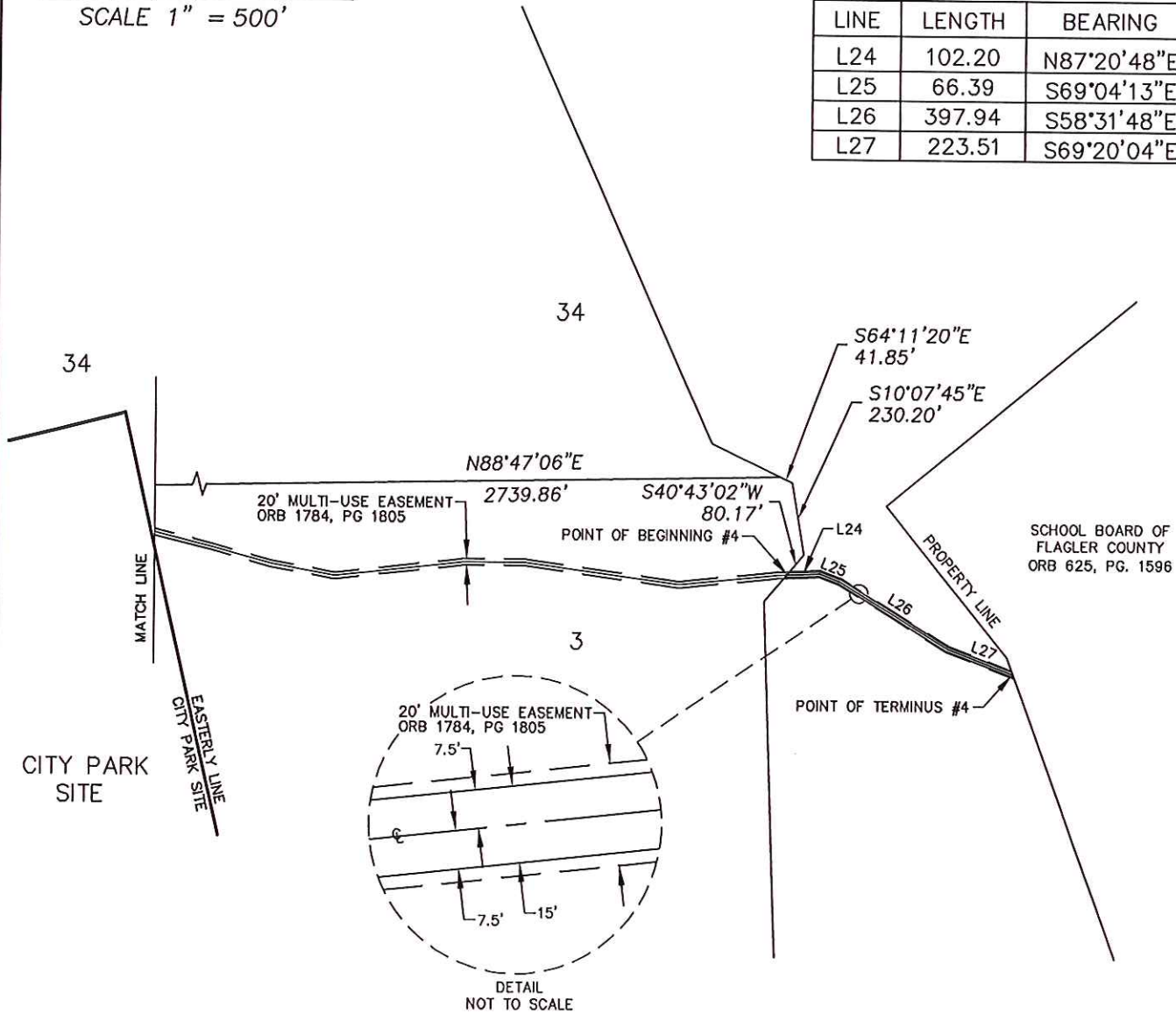


NORTH ARROW



LINE TABLE

LINE	LENGTH	BEARING
L24	102.20	N87°20'48"E
L25	66.39	S69°04'13"E
L26	397.94	S58°31'48"E
L27	223.51	S69°20'04"E



FOR LEGAL DESCRIPTION, LEGEND, NOTES, SIGNATURE AND SEAL, SEE SHEET 3 OF 3



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 08/28/2014

SHEET 2 OF 3

1" = 500'

SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY
Exhibit "B" to Exhibit "4"
Effluent Transmission Line Easement

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

A 15 FOOT WIDE STRIP OF LAND LOCATED IN GOVERNMENT SECTIONS 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, AND GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, SAID STRIP BEING 7.5 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE(S), AS MEASURED PERPENDICULAR TO SAID CENTERLINE(S), SIDELINES BEING EXTENDED AND/OR FORESHORTENED AT LOT LINES:

COMMENCE AT THE NORTHWEST CORNER OF SAID CITY OF PALM COAST, FLORIDA, WELL SITE SW-41, SAID POINT BEING LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (ALSO KNOWN AS STATE ROAD NO. 5), A VARIABLE WIDTH RIGHT-OF-WAY FOR A POINT OF REFERENCE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N14°05'29"W FOR A DISTANCE OF 205.56 FEET TO THE SOUTH LINE OF A CITY UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1674, PAGES 1821-1845; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, N75°54'30"E FOR A DISTANCE OF 92.50 FEET TO THE POINT OF BEGINNING #1; THENCE S14°05'29"E FOR A DISTANCE OF 164.68 FEET; THENCE S59°05'31"E FOR A DISTANCE OF 23.18 FEET; THENCE S14°05'31"E FOR A DISTANCE OF 173.98 FEET; THENCE S30°54'29"W FOR A DISTANCE OF 23.18 FEET; THENCE S14°05'29"E FOR A DISTANCE OF 861.76 FEET TO A POINT ON THE NORTHERLY LINE OF A CITY UTILITY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 1674, PAGES 1821-1845, ALSO BEING THE POINT OF TERMINUS #1; THENCE N75°54'31"E ALONG SAID NORTHERLY EASEMENT LINE FOR A DISTANCE OF 7.50 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT; THENCE S14°05'29"E ALONG THE EASTERLY LINE OF SAID EASEMENT FOR A DISTANCE OF 80.00 FEET TO THE SOUTHEAST CORNER OF SAID EASEMENT; THENCE S75°54'31"W ALONG THE SOUTHERLY LINE OF SAID EASEMENT FOR A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING #2; THENCE DEPARTING SAID EASEMENT, S14°05'29"E FOR A DISTANCE OF 1163.94 FEET TO A POINT ON THE NORTHERLY LINE OF A CITY UTILITY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 1674, PAGES 1821-1845, ALSO BEING THE POINT OF TERMINUS #2; THENCE N75°54'31"E ALONG SAID NORTHERLY EASEMENT LINE FOR A DISTANCE OF 7.50 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT; THENCE S14°05'29"E ALONG THE EASTERLY LINE OF SAID EASEMENT FOR A DISTANCE OF 80.00 FEET TO THE SOUTHEAST CORNER OF SAID EASEMENT; THENCE S75°54'31"W ALONG THE SOUTHERLY LINE OF SAID EASEMENT FOR A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING #3; THENCE DEPARTING SAID EASEMENT S14°05'29"E FOR A DISTANCE OF 28.81 FEET; THENCE S59°05'29"E FOR A DISTANCE OF 23.18 FEET; THENCE S14°05'29"E FOR A DISTANCE OF 319.13 FEET; THENCE S30°54'32"W FOR A DISTANCE OF 23.18 FEET; THENCE S14°05'29"E FOR A DISTANCE OF 476.91 FEET; THENCE S45°35'51"E FOR A DISTANCE OF 38.27 FEET; THENCE S14°05'29"E FOR A DISTANCE OF 284.57 FEET TO THE NORTH LINE OF LANDS PER OFFICIAL RECORDS BOOK 1970, PAGE 427 (65.17 ACRE PARK PARCEL TO CITY OF PALM COAST) AND A POINT OF TERMINUS #3; THENCE ALONG SAID NORTH LINE N75°54'39"E FOR A DISTANCE OF 1025.33 FEET TO THE NORTH LINE OF GOVERNMENT SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST; THENCE ALONG SAID NORTH LINE N89°24'09"E FOR A DISTANCE OF 299.98 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4; THENCE ALONG THE NORTH LINE OF GOVERNMENT SECTION 3, N88°47'06"E FOR A DISTANCE OF 2739.86 FEET; THENCE DEPARTING SAID NORTH LINE S64°11'20"E FOR A DISTANCE OF 41.85 FEET; THENCE S10°07'45"E FOR A DISTANCE OF 230.20 FEET; THENCE S40°43'02"W FOR A DISTANCE OF 80.17 FEET TO THE POINT OF BEGINNING #4; THENCE N87°20'48"E FOR A DISTANCE OF 102.20 FEET; THENCE S69°04'13"E FOR A DISTANCE OF 66.39 FEET; THENCE S58°31'48"E FOR A DISTANCE OF 397.94 FEET; THENCE S69°20'04"E FOR A DISTANCE OF 223.51 FEET TO THE WESTERLY LINE OF SCHOOL BOARD OF FLAGLER COUNTY LANDS PER OFFICIAL RECORDS BOOK 625, PAGE 1596, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT OF TERMINUS #4.

THE ABOVE DESCRIBED PARCEL CONTAINING 1.51 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (VARIABLE WIDTH RIGHT-OF-WAY), BEING N14°05'29"W.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.

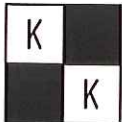
ABBREVIATIONS

R/W=RIGHT-OF-WAY
PG/PGS=PAGE/PAGES
ORB=OFFICIAL RECORDS BOOK

SEC=SECTION
RNG=RANGE
TWP=TOWNSHIP
PRFCF=PUBLIC RECORDS OF
FLAGLER COUNTY, FLORIDA

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE.

KENNETH J. KUCHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176
Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 08/28/2014

SHEET 3 OF 3

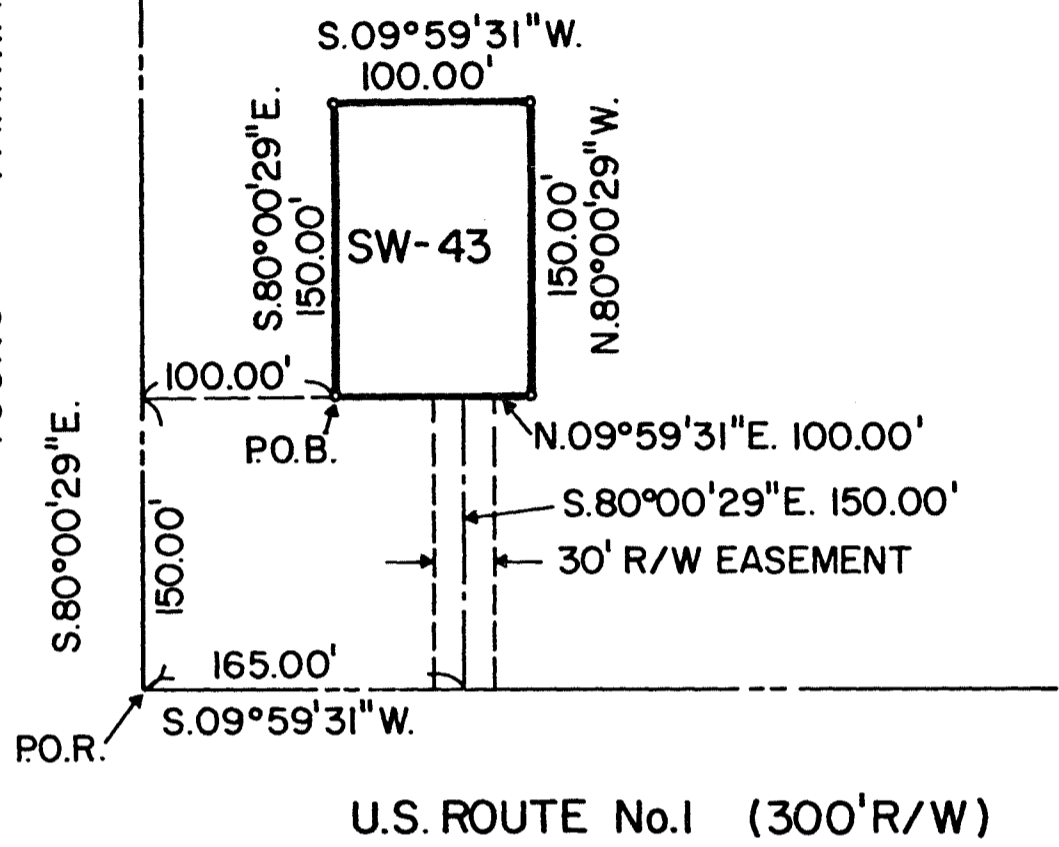
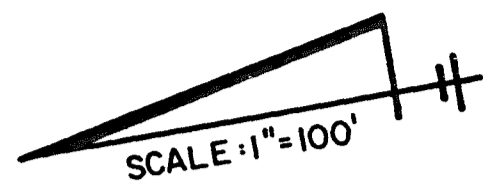
1" = N/A

EXHIBIT "5"
[RAW WATER LINE EASEMENT]

LAKEVIEW- SECTION 37
MAP BOOK 13, PAGE 26

YOUNG PARKWAY

UNPLATTED



SURVEY OF WELL SITE WELL NO.SW-43

RIGHT-OF-WAY EASEMENT

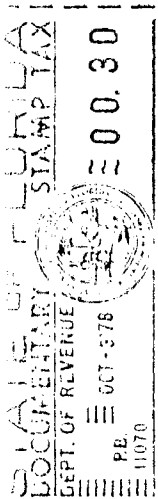
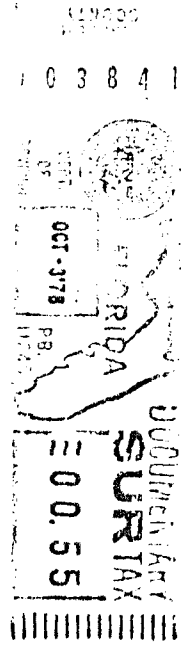
KNOW ALL MEN BY THESE PRESENTS that ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, whose address is 1000 State Road 100, P. O. Box 878, Flagler Beach, Florida 32036 (Grantor), in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to PALM COAST UTILITY CORPORATION, a Florida corporation, (Grantee), whose address is P. O. Box 1116 Flagler Beach, Florida, an easement for a right-of-way for the construction, operation and maintenance of one or more underground pipelines for the transmission of water in, over, under, upon and across the following described land of the Grantor, situated in the County of Flagler and State of Florida and more particularly described as follows:

30
55

A strip of land 30.00 feet in width measuring 15.00 feet on each side of and parallel with the following described centerline:

As a POINT OF REFERENCE being the intersection of the southerly right-of-way of Young Parkway with the easterly right-of-way of U.S. #1 (State Road 5,300' right-of-way); Thence South 09° 59' 31" West along said easterly Right-of-way of U.S. #1 165.00 feet to the POINT OF BEGINNING of this description; Thence South 80° 00' 29" East 150.00 feet to the terminus of this description.

Parcel containing .10 acres, more or less.



78910

FLAGLER COUNTY

SUBJECT TO:

- 1) State and County taxes for the year 1979.
- 2) Rights of the Florida East Coast Railway in any portion of said Rights-of-Way which crosses the Right-of-Way of said Railroad.
- 3) Rights of the County of Flagler in any portion of said Rights-of-Way which crosses any road owned or maintained by said County.

TOGETHER with the right and privilege to reconstruct, inspect, alter, improve or relocate such pipeline(s) or any of them on or under the right-of-way above described, with all rights and privileges necessary or convenient

This Instrument was Prepared by:
 DENNIS J. GETMAN
 1000 State Road 100
 P.O. Box 878
 Flagler Beach, Florida 32036

OFF. 110 PAGE 0291
REC.

for the full enjoyment or use thereof for the above mentioned purposes, including the right of reasonable ingress and egress over adjoining lands of Grantor for the purposes of exercising the rights granted hereunder. The Grantee shall have the right to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area.

RESERVING to Grantor the right and privilege to use the land coterminous with the easement herein granted for all purposes not inconsistent with Grantee's use, occupation or enjoyment thereof, or except as may cause a hazardous condition; the within grant of easement is non-exclusive, except as to the Grantee's uses of the lands as above described. Grantor further reserves the right in its sole judgment to install and grant easements transversely in, over, under, upon and across the lands described herein, for the installation of the utilities on the land coterminous with the easement herein granted, provided always that the installation, maintenance and operation of such other utilities (including, but not limited to, water and sewer lines and sewage lift stations, drainage canals, recharge basins, telephone lines or CATV cables) do not interfere with the installation, operation and maintenance of the rights herein granted; a provision to the same effect will be contained in any further grants of easements for other utility purposes henceforth made.

Grantor and Grantee mutually covenant to supply each other with a copy of the construction drawings required to construct and install the pipelines and appurtenant structures, utilities and facilities to be constructed or installed, which construction drawings shall demonstrate the intended location of such installation, facility or utility, at least ten (10) business days prior to the commencement of work.

IN WITNESS WHEREOF, the Grantor has executed this Agreement and Grantee has accepted the same this 20th day of September 1978.

EXHIBIT "6"
(QUIT CLAIM DEED FOR TERMINATION OF RAW WATER LINE EASEMENT)

This instrument prepared by
and return to:
William I. Livingston, Esquire
Palm Coast Land, LLC
145 City Place, Suite 300
Palm Coast, Florida 32164
Attn: Danielle M. Ferguson

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED made this ___ day of _____, 20__, by the **City of Palm Coast**, a Florida municipal corporation, whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164 ("First Party") to **Palm Coast Land, LLC**, a Florida limited liability company, whose address is 145 City Place, Suite 300, Palm Coast, FL 32164 ("Second Party"):

(Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

WITNESSETH: That the First Party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other valuable consideration, receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Second Party forever, all the right, title, interest, claim and demand which the First Party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
(the "Real Property")

Property Appraiser's Parcel I.D.#28-10-30-0000-01010-0000

The purpose of this Quit-Claim Deed is to release all right, title and interest in all the Real Property that the First Party has pursuant to that certain non-exclusive easement (Parcel E-0032) for a right of way for the construction, operation and maintenance of one or more underground pipelines for the transmission of water pursuant to instrument recorded in Official Records Book 110, Page 290, of the Public Records of Flagler County, Florida, as set forth in Special Warranty Deed from Palm Coast Utility Corporation to Florida Water Services Corporation dated January 22, 1999, recorded in Official Records Book 641, Page 1051, of the Public Records of Flagler County, Florida.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behoof of the Second Party forever.

IN WITNESS WHEREOF, the First Party has signed and sealed these presents the date set forth above.

City of Palm Coast

Print Name

Print Name

By: _____

Jon Netts, Mayor

By: _____

Virginia A. Smith, City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A"

A strip of land 30.00 feet in width measuring 15.00 feet on each side of and parallel with the following described centerline:

As a POINT OF REFERENCE being the intersection of the southerly right-of-way of Matanzas Woods Parkway (formerly Young Parkway) with the easterly right-of-way of U.S. #1 (State Road 5 300' right-of-way); thence South $09^{\circ}59'31''$ West along said easterly right-of-way of U.S. #1 165.00 feet to the POINT OF BEGINNING of this description; thence South $80^{\circ}00'29''$ East 150.00 feet to the terminus of this description.

EXHIBIT "7"
[SW-43]

Prepared by and return to:
Catherine D. Reischmann, Esquire
Brown, Garganese, Weiss & D'Agresta, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873
(407) 425-9566

Parcel ID: _____

SPECIAL WARRANTY DEED (SW-43)

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 2015 ("Effective Date"), by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida ("**Grantor**"), at 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164, and **Palm Coast Land, LLC**, a Florida limited liability company ("**Grantee**"), located at 145 City Place, Suite 300, Palm Coast, Florida 32164. (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Flagler, State of Florida, and more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, but reserving a non-exclusive non-perpetual easement for continued operation of the water well on the Property, and for dismantling the well.

TO HAVE AND TO HOLD the same in fee simple forever.

SUBJECT TO reservations, covenants, restrictions, easements of record, which reference hereto shall not operate to reimpose same, and taxes for the current year; and

RESERVATION OF EASEMENT. Grantor hereby reserves an Easement over the Property for operation of the water well on the Property in a manner consistent with past and present practices, including operating and maintaining the existing water well which contributes raw water to the City's water utility system (the "Easement"), until Grantee gives Grantor 120 days written notice to terminate its operation of the water well.

By its express terms, the Easement will expire after the 120 days' notice period, provided thereafter City will have a limited continuing easement, for an additional 60 days, to enter the Property for the following purposes: 1) removing fencing, pumps, pipes and other

equipment; 2) capping or plugging the water well; 3) removing or plugging the Raw Water Line, which runs between the Property and U.S. Hwy 1, in accordance with applicable regulatory requirements; and 4) restoring the Property to the approximate condition of the surrounding property as of the Execution of this Deed.

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming, by through or under Grantor only.

The Easement reserved in this Deed is enforceable as a restrictive covenant and equitable servitude on the Property until its expiration, and shall be binding and inure to the benefit of the land, each person acquiring title to the Property, and their respective successors, heirs, and assigns.

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

Signed, sealed and delivered
in the presence of:

CITY OF PALM COAST, a Florida municipal
corporation

(signature)

By: _____
Jon Netts, Mayor

(print name)

ATTEST:

(signature)

By: _____
Virginia A. Smith, City Clerk

(print name)

160 Cypress Point Parkway, Suite B-106
Palm Coast, FL 32164

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, Jon Netts, Mayor of the City of Palm Coast, Florida, who is personally known to me.

Notary Public
Print Name: _____
Commission expires:

EXHIBIT "A"

EXHIBIT "A"

A parcel of land lying in Government Section 28, Township 10 South, Range 30 East being more particularly described as follows:

As a POINT OF REFERENCE being the intersection of the southerly right-of-way of Matanzas Woods Parkway (formerly Young Parkway) with the easterly right-of-way of U.S. #1 (State Road 5 300' right-of-way); thence South $80^{\circ}00'29''$ East along said southerly right-of-way of Matanzas Woods Parkway 150.00 feet; thence South $09^{\circ}59'31''$ West 100.00 feet to the POINT OF BEGINNING of this description; thence South $09^{\circ}59'31''$ West 100.00 feet; thence South $80^{\circ}00'29''$ East 150.00 feet; thence North $09^{\circ}59'31''$ East 100.00 feet; thence North $80^{\circ}00'29''$ West 150.00 feet to the POINT OF BEGINNING of this description.

EXHIBIT "8"
[TRACT 14 LEGAL DESCRIPTION]

RESERVED FOR RECORDING INFORMATION

**SUBDIVISION PLAT
LAKEVIEW-SECTION 37
MB 13, P. 1-29**

TRACT 20

30' EASEMENT
TO SW-43
ORB 641,
P.1051-1221

EXCEPTION
WELL SITE
SW-43
ORB 641,
P.1051-1221

TRACT 18

WELL SITE
SW-42
ORB 832, P. 991-993
NOT INCLUDED

PARCEL
226

PEAVY GRADE

WELL SITE
SW-41
ORB 832,
P. 991-993
NOT INCLUDED

TRACT 17

SEE SHEET 2 FOR
BOUNDARY GEOMETRY

SEE SHEET 3 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

PARCEL
214
38.357 AC

ASHWOOD WATERWAY

LONDONDERRY
DRIVE

LOUISIANA DRIVE

MATANZAS WOODS PARKWAY (124'R/W)

SECTION 28,
TOWNSHIP 10 SOUTH,
RANGE 30 EAST,

POINT OF
BEGINNING

SOUTH LINE OF
SECTION 28
N89°28'59"W
2002.86'

TRACT 14
PART OF
PARCEL 1003
ORB 788, P.2-21
218.0405 Ac (NET)

GOVERNMENT SECTION 33,
TOWNSHIP 10 SOUTH,
RANGE 30 EAST,
FLAGLER COUNTY, FLORIDA.

U.S. HIGHWAY No. 1
STATE ROAD 5

DRAINAGE
EASEMENT

TRACT 4

TRACT 12

WEST LINE
SECTION 27

28

27

33

34

TRACT 11

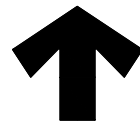
N89°28'59"W
637.59'

GOVERNMENT SECTION 34,
TOWNSHIP 10 SOUTH,
RANGE 30 EAST,
FLAGLER COUNTY, FLORIDA.

PALM COAST
UNITED
METHODIST
CHURCH

BELLE TERRE PARKWAY

TRACT 22



0 500 1000

SCALE:
1" = 1000 FEET

NOT A BOUNDARY SURVEY



LB #2232

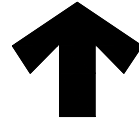
TOMOKA ENGINEERING

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

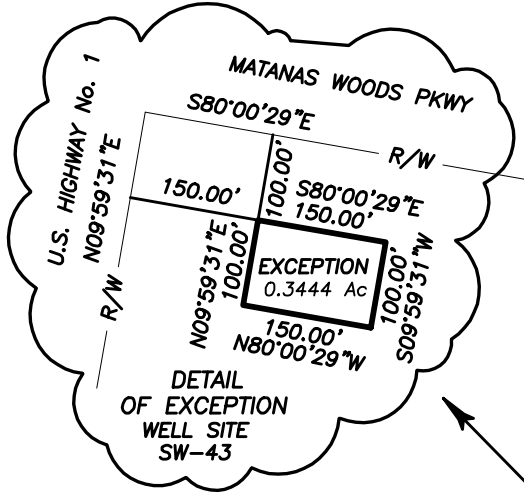
SKETCH
AND
DESCRIPTION
TRACT 14

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-25par-14-032406
DATE	MARCH 24, 2006
SHEET NO.	1 OF 4

RESERVED FOR RECORDING INFORMATION

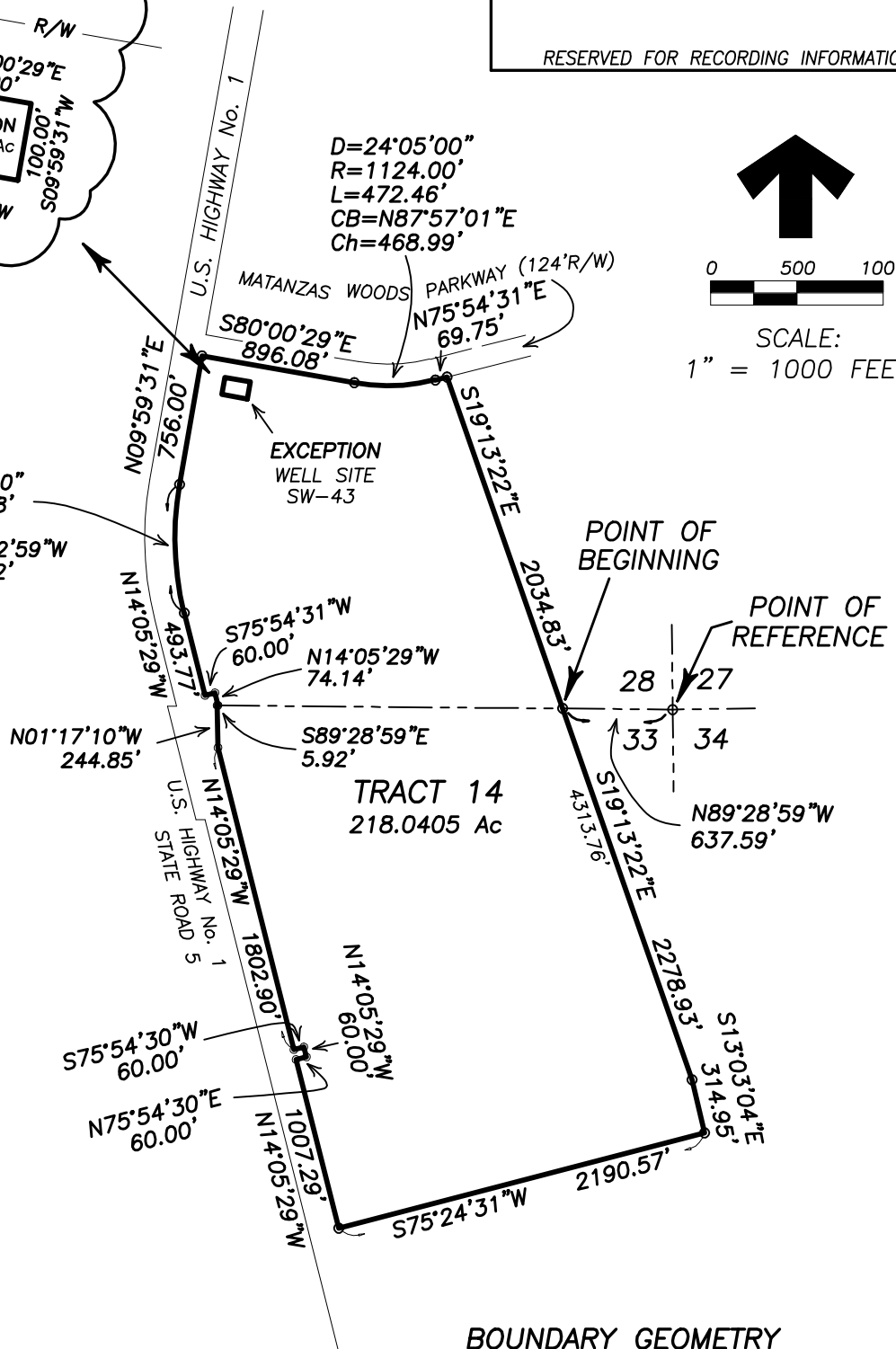


SCALE:
1" = 1000 FEET



$D=24^{\circ}05'00''$
 $R=1785.08'$
 $L=750.33'$
 $CB=N02^{\circ}02'59''W$
 $Ch=744.82'$

$D=24^{\circ}05'00''$
 $R=1124.00'$
 $L=472.46'$
 $CB=N87^{\circ}57'01''E$
 $Ch=468.99'$



BOUNDARY GEOMETRY



TOMOKA ENGINEERING

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

SKETCH
AND
DESCRIPTION
TRACT 14

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-25par-14-032406
DATE	MARCH 24, 2006
SHEET NO.	2 OF 4

LB #2232

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

A PARCEL OF LAND IN GOVERNMENT SECTIONS 28, 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, BEING A PORTION OF PARCEL 1003, RECORDED IN OFFICIAL RECORDS BOOK 788, PAGES 2 THROUGH 21, OF THE PUBLIC RECORDS OF AND LYING IN FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE NORTH 89°28'59" WEST ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 637.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE DEPARTING SAID SOUTH LINE OF SECTION 28 RUN SOUTH 19°13'22" EAST A DISTANCE OF 2278.93 FEET, THENCE SOUTH 13°03'04" EAST A DISTANCE OF 314.95 FEET, THENCE SOUTH 75°24'31" WEST A DISTANCE OF 2190.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE NORTH 14°05'29" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 1007.29 FEET TO THE SOUTHWEST CORNER OF WELL SITE SW-41, RECORDED IN OFFICIAL RECORDS BOOK 832, PAGES 991 THROUGH 993, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN NORTH 75°54'30" EAST ALONG THE SOUTH BOUNDARY OF WELL SITE A DISTANCE OF 60.00 FEET, THENCE NORTH 14°05'29" WEST A DISTANCE OF 60.00 FEET, THENCE SOUTH 75°54'30" WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE DEPARTING WELL SITE SW-41 RUN NORTH 14°05'29" WEST ALONG SAID RIGHT OF WAY OF U.S. HIGHWAY No. 1 A DISTANCE OF 1802.90 FEET, THENCE NORTH 01°17'10" WEST A DISTANCE OF 244.85 FEET TO A POINT ON THE SOUTH LINE OF SECTION 28, BEING COMMON AS THE SOUTH LINE OF WELL SITE SW-42, RECORDED IN OFFICIAL RECORDS BOOK 832, PAGES 991 THROUGH 993, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE SOUTH 89°28'59" EAST ALONG THE SOUTH LINE OF SAID WELL SITE A DISTANCE OF 5.92 FEET, THENCE NORTH 14°05'29" WEST A DISTANCE OF 74.14 FEET , THENCE SOUTH 75°54'31" WEST ALONG THE NORTH LINE OF WELL SITE A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE DEPARTING WELL SITE SW-42 RUN NORTH 14°05'29" WEST A DISTANCE OF 493.77 FEET TO A POINT OF CURVATURE, THENCE 750.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE EASTERLY), HAVING A CENTRAL ANGLE OF 24°05'00", A RADIUS OF 1785.08 FEET, A CHORD BEARING OF NORTH 02°02'59" WEST AND A CHORD DISTANCE OF

CONTINUED ON SHEET 4

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING NORTH 89°28'59" WEST.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA
R=RADIUS
L=LENGTH

CH=CHORD
CB=CHORD BEARING
PG=PAGE

R/W=RIGHT OF WAY
PC=POINT OF CURVE
PT=POINT OF TANGENCY

CL=CENTER LINE
PRM=PERMANENT REFERENCE MONUMENT
ORB=OFFICIAL RECORD BOOK



LB #2232

TOMOKA ENGINEERING

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

SKETCH
AND
DESCRIPTION
TRACT 14

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-25par-14-032406
DATE	MARCH 24, 2006
SHEET NO.	3 OF 4

LEGAL DESCRIPTION

RESERVED FOR RECORDING INFORMATION

CONTINUED FROM SHEET 3

744.82 FEET TO A POINT OF TANGENCY, THENCE NORTH 09°59'31" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 756.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MATANZAS WOODS PARKWAY (124' R/W), THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 80°00'29" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MATANZAS WOODS PARKWAY A DISTANCE OF 896.08 FEET TO A POINT OF CURVATURE, THENCE 472.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE NORTHERLY), HAVING A CENTRAL ANGLE OF 24°05'00", A RADIUS OF 1124.00 FEET, A CHORD BEARING OF NORTH 87°57'01" EAST AND A CHORD DISTANCE OF 468.99 FEET TO A POINT OF TANGENCY, THENCE NORTH 75°54'31" EAST A DISTANCE OF 69.75 FEET, THENCE DEPARTING MATANZAS WOODS PARKWAY RUN SOUTH 19°13'22" EAST A DISTANCE OF 2034.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND (100'x 150') FOR WELL SITE SW-43 RECORDED IN OFFICIAL RECORDS BOOK 641, PAGES 1051 THROUGH 1221, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID WELL SITE CONTAINING 0.3444 ACRES MORE OR LESS.

PARCEL CONTAINING 218.0405 ACRES (NET), MORE OR LESS.



LB #2232

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SKETCH
AND
DESCRIPTION
TRACT 14

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-25par-14-032406
DATE	MARCH 24, 2006
SHEET NO.	4 OF 4

EXHIBIT “9”
[ASHWOOD WATERWAY – WATER FLOW DEPICTION]



EXHIBIT “10”
[BILL OF SALE – SW-43]

BILL OF SALE
[SW-43]

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF PALM COAST, FLORIDA, a Florida municipal corporation, hereinafter called “Owner”, party of the first part, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, to it paid by PALM COAST LAND, LLC, a Florida limited liability company, party of the second part, the receipt whereof is hereby acknowledged, has conveyed, sold, bargained, granted, assigned, remised, released and quit-claimed unto the party of the second part, its successors and assigns, all pipelines, pipes, tees, bends, manholes, hydrants, valves and all other equipment and appurtenances used or useful for and/or in connection with the water mains, sanitary sewerage gravity mains, including sewer service laterals up to the boundary of the Property line and water lines installed within City of Palm Coast Right of Way or Utility Easement and connections up to and including the individual water meters constructed and installed by Owner, its agents and employees or constructed and installed pursuant to contracts with or for the benefit of Owner, in the following described property in Flagler County, Florida to-wit:

Project Name: _____ **(Permit # _____)**
[PLEASE INCLUDE ADDRESS AND LEGAL DESCRIPTION OF PROPERTY]

Legal Description of RP 32

A parcel of land lying in Government Section 28, Township 10 South, Range 30 East being more particularly described as follows:

As a POINT OF REFERENCE being the intersection of the Southerly Right-of-Way of Young Parkway with the Easterly Right-of-Way of U.S. #1 (State Road 5 300' Right-of-Way); Thence South 80°00'29” East along said Southerly Right-of-Way of Young Parkway 150.00 feet; Thence South 09° 59’ 31” West 100.00 feet to the POINT OF BEGINNING of this description; Thence South 09° 59’ 31” West 100.00 feet; Thence South 80° 00’ 29” East 150.00 feet; Thence North 09°59’31” East 100.00 feet; Thence North 80° 00’ 29” West 150.00 feet to the POINT OF BEGINNING of this description.

TOGETHER with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts, and agreements of the party of the first part in connection with said property.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with the above described property.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND the said party of the first part does for itself and its successors warrant and covenant, to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the above described property and that it may and does hereby lawfully convey good title to said property to said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name this _____ day of _____, 2015.

Signed, sealed and delivered
in the presence of:

CITY OF PALM COAST, FLORIDA, a Florida
municipal corporation

(signature)

By: _____
Jon Netts, Mayor

(print name)

ATTEST:
By: _____
Virginia A. Smith, City Clerk

(signature)

(print name)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Jon Netts, Mayor of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

EXHIBIT “11”
[BILL OF SALE – DE-CHLORINATION FACILITY, ADDITIONAL WELL SITE 1
AND ADDITIONAL WELL SITE 2]

BILL OF SALE

[De-chlorination Facility, Additional Well Site 1 and Well Site 2]

KNOW ALL MEN BY THESE PRESENTS, that PALM COAST LAND, LLC, a Florida limited liability, hereinafter called “Owner”, party of the first part, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, to it paid by the CITY OF PALM COAST, FLORIDA, a Florida municipal corporation, party of the second part, the receipt whereof is hereby acknowledged, has conveyed, sold, bargained, granted, assigned, remised, released and quit-claimed unto the party of the second part, its successors and assigns, all pipelines, pipes, tees, bends, manholes, hydrants, valves and all other equipment and appurtenances used or useful for and/or in connection with the water mains, sanitary sewerage gravity mains, including sewer service laterals up to the boundary of the Property line and water lines installed within City of Palm Coast Right of Way or Utility Easement and connections up to and including the individual water meters constructed and installed by Owner, its agents and employees or constructed and installed pursuant to contracts with or for the benefit of Owner, in the following described property in Flagler County, Florida to-wit:

Project Name: _____ **(Permit #** _____ **)**
[PLEASE INCLUDE ADDRESS AND LEGAL DESCRIPTION OF
PROPERTY]

TOGETHER with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts, and agreements of the party of the first part in connection with said property.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with the above described property.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND the said party of the first part does for itself and its successors warrant and covenant, to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the above described property and that it may and does hereby lawfully convey good title to said property to said party of the second part.

THE party of the first part represents that any and all facilities or systems located in, or upon, or within the conveyed property are free from all patent design, construction or other defects. The party of the first part hereby represents to the party of the second part that it has no knowledge of any latent defects. The party of the first part hereby assigns, transfers, and conveys to the party of the second part any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims, and other forms of indemnification.

FURTHER, the party of the first part accepts responsibility over and agrees to indemnify and hold the party of the second part harmless from and against any and all damages, liabilities, costs, and matters relating to patent defects in any way relating to or arising from this conveyance.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name this _____ day of _____, 2015.

Signed, sealed and delivered
in the presence of:

PALM COAST LAND, LLC, a Florida limited
liability company

By: _____

Print name: William I. Livingston
Title: President/Manager

(signature)

145 City Place, Suite 300
Palm Coast, Florida 32164

(print name)

(signature)

(print name)

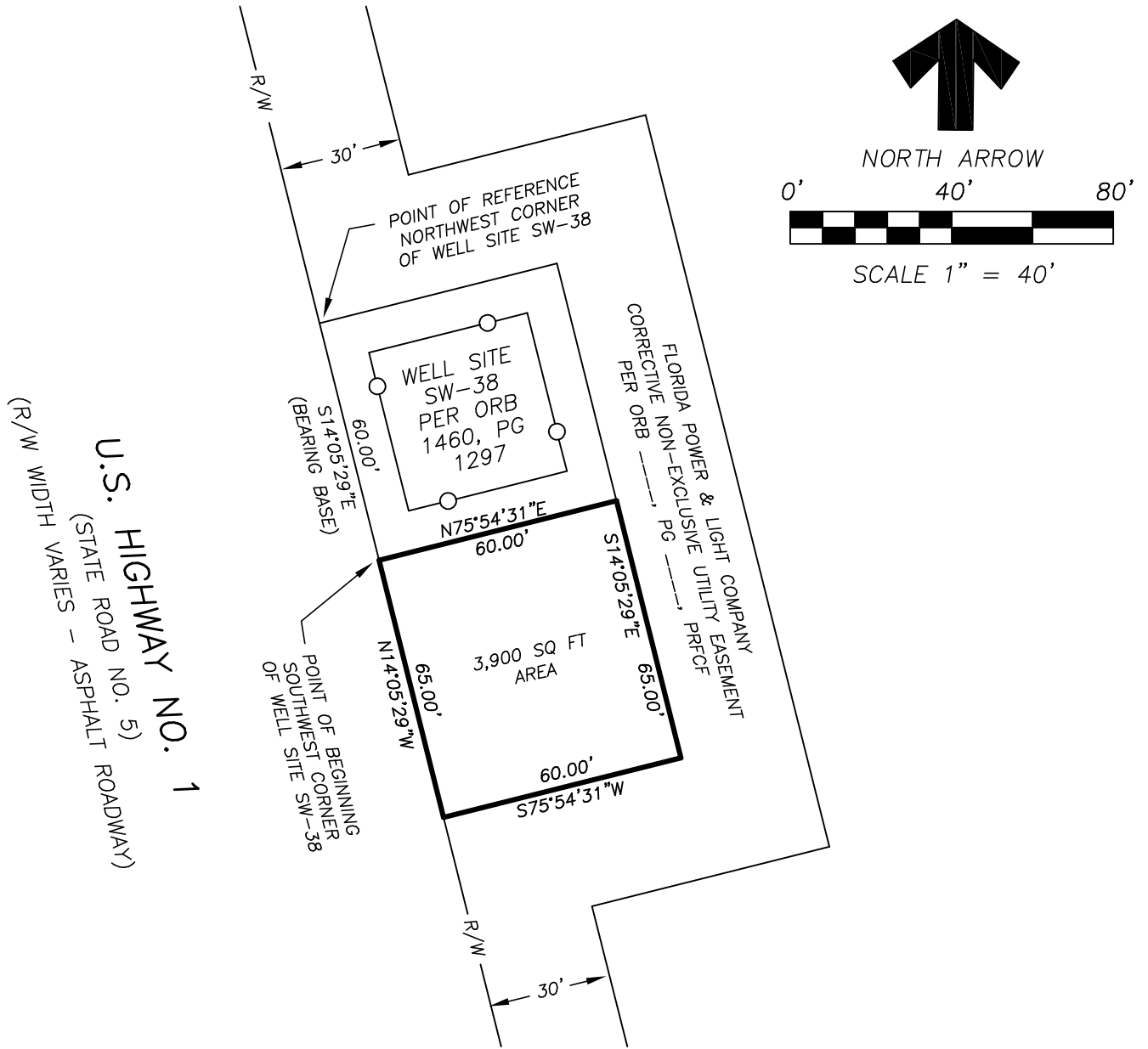
STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by William I. Livingston, President and Manager of Palm Coast Land, LLC, (check one) who is/are personally known to me or who produced _____ as identification.

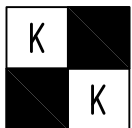
Notary Public – State of Florida
Print Name: _____
My Commission expires:

SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY

Exhibit "11"
Dechlorination Facility



FOR LEGAL DESCRIPTION, LEGEND, NOTES, SIGNATURE AND SEAL, SEE SHEET 2 OF 2



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 10/28/2014

SHEET 1 OF 2

1" = 40'

SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED SOUTHERLY OF AND ADJACENT TO LANDS PER OFFICIAL RECORDS BOOK 1460, PAGE 1297, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALSO KNOWN AS THE CITY OF PALM COAST, FLORIDA, WELL SITE SW-38, LOCATED IN THE NORTHEAST ¼ OF GOVERNMENT SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID WELL SITE SW-38, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (ALSO KNOWN AS STATE ROAD NO. 5), A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE WESTERLY LINE OF A 30-FOOT WIDE FLORIDA POWER & LIGHT CORRECTIVE NON-EXCLUSIVE UTILITY EASEMENT PER OFFICIAL RECORDS BOOK _____, PAGES _____, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, FOR A POINT OF REFERENCE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE S14°05'29"E FOR A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID WELL SITE SW-38 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE ALONG THE SOUTHERLY LINE OF SAID WELL SITE SW-38 N75°54'31"E FOR A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE S14°05'29"E FOR A DISTANCE OF 65.00 FEET; THENCE S75°54'31"W FOR A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N14°05'29"W FOR A DISTANCE OF 65.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

PARCEL CONTAINING 3,900 SQUARE FEET, MORE OR LESS.

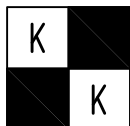
SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 (STATE ROAD 5) AS SHOWN, BEING S14°05'29"E.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	C=CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SEC=SECTION
PC=POINT OF CURVE	RNG=RANGE
PT=POINT OF TANGENCY	TWP=TOWNSHIP
PI=POINT OF INTERSECTION	I.D.=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	NTS=NOT TO SCALE
PG/PGS=PAGE/PAGES	(R)=RECORD
ORB=OFFICIAL RECORD BOOK	(F)=FIELD MEASURED
SQ FT=SQUARE FEET	(NR)=NON-RADIAL
AC.=ACRES	(RAD)=RADIAL
	PRFCF=PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

SIGNED: _____
KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 WWW.KUHARSURVEYING.COM

SKETCH & LEGAL

DATE: 10/28/2014

SHEET 2 OF 2

1" = N/A

EXHIBIT “12”

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2015, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the _____ of PALM COAST LAND, LLC, a Florida limited liability company, the legal title holder of the real property described on the attached Exhibit “12-1”; and (*select appropriate option below*):

(*check if applicable*) – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit “12-1” however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

(*check if applicable*) – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

PALM COAST LAND, LLC, a Florida limited liability company

By: _____

(print)

Print name: _____

Title: _____

(print)

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 2015, by _____, the _____ of _____, (check one) who is personally known to me or who provided _____ as identification.

Print Name: _____
Notary Public

EXHIBIT "12-1"