CONTRACT FOR CONVEYANCE

(DONATION)

THIS **CONTRACT FOR CONVEYANCE** ("**Contract**") is made by and between **LRA Hammock Beach, LLC, a Georgia limited liability company** (hereinafter referred to as "**Grantor**"), with a principal address of **200 Ocean Crest Drive, Suite 31, Palm Coast, FL 32137** and **City of Palm Coast, Florida** ("**Grantee**") with a principal address of 160 Cypress Point Parkway, Ste. B-106, Palm Coast, FL 32164. For and in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Grantor agrees to convey and Grantee agrees to accept the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Grantor and Grantee shall have signed this Contract.

**ARTICLE I - PROPERTY**

The real property (the "**Property**") which is the subject matter of this Contract consists of approximately 0.25 acres generally depicted in **Exhibit "A"** attached hereto and made a part hereof. NO EXHIBIT ATTACHED - SEE 4.2

**ARTICLE II - CONSIDERATION**

**Consideration.** The parties agree that Grantor shall donate its title and interest in the Property to the Grantee for incorporation into the Forest Grove Road Right of Way and the Grantee shall transfer the existing entitlements pertaining to the Property to the Grantor for use within land owned by the Grantor as more specifically described in **Exhibit “C”.**

**ARTICLE III - CLOSING AND CLOSING DATE**

The transaction contemplated by this Contract shall be closed (the "**Closing**"), and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Grantee at Closing. The closing date shall be on or before \_\_\_\_\_\_\_\_ days following the Effective Date.

**ARTICLE IV - TERMS AND CONDITIONS**

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Grantee, at Grantee's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy - Form B from a title insurance company acceptable to Grantee (the "**Title Insurance Company**") in the amount equal to the appraisal of the property, naming Grantee as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Grantee, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Grantor at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). 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, Grantee shall, within ten (10) days from the date it receives the Title Commitment, notify Grantor in writing to that effect specifying the defects. Grantor shall have twenty (20) days from the receipt of Grantee’s notice specifying the title defects to cure the defects and, if after said period Grantor shall not have cured the defects, or if Grantor 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 Grantee's satisfaction, Grantee shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Grantee and Grantor shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey**. Grantee may, at Grantee’s expense, obtain a survey of the Property (the "**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 Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Grantee shall have until thirty (30) days from receipt of Grantee's notice specifying the Survey defects in which to cure such defects. If after said period Grantee shall not have cured the defects, or if Grantee shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Grantee shall accept the condition of the Property as disclosed in the Survey in an "as is" condition.

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Section I of the Contract. The survey will be by a metes and bounds description and said description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

4.3. **Conveyance**. Grantor shall convey title to the Property to Grantee by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Grantee.

4.4. **Closing Affidavit**. At the Closing, Grantor shall furnish Grantee with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Grantor not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Grantor for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Grantee pursuant to the terms hereof, if any, and that Grantor is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Grantor is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Grantor's ability to close on the conveyance of the Property to Grantee except as disclosed in the Title Commitment. Grantor shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at the offices of Title Company or Title Agent or such other location as is mutually agreed upon by Grantee and Grantor.

4.6. **Documents for Closing**. Title Agent shall prepare the Deed, Grantor's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses**. State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Grantee. Grantee shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Prorations and Escrow Balance**. Taxes and other expenses and all revenue of the Property shall be prorated as of the date of Closing.

4.9. **Proration of Taxes; Real and Personal**.

Grantor shall be responsible for real estate and personal property taxes owing for tax years prior to the 2015 calendar year, if any, and for the portion of the 2015 calendar year during which Grantor owned the Property (*i.e.*, Grantor 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 Settlement date). Unless Grantee is exempt from payment thereof by applicable law, Grantee shall be responsible for real estate and personal property taxes owing for the period commencing on the Settlement date and ending on December 31, 2015. The Title Agent shall ensure compliance with Florida Statute 196.295 at Settlement. Grantee shall pay any real and personal property taxes billed with respect to the Property after Settlement. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing.

4.10. **Special Assessment Liens**. Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Grantor. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Grantor at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Grantee; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Grantee shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.11. **Default**. If Grantee fails to perform any of Grantee's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Grantor as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Grantor fails to perform any of Grantor's covenants set forth in this Contract or fails to convey the Property when Grantor is obligated to do so in accordance with the terms hereof, Grantee shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Grantor.

4.12. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.13. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.14 **Notices**. Notices to Grantor and Grantee shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Grantor: LRA Hammock Beach, LLC

200 Ocean Crest Drive, Suite 31 Palm Coast, FL 32137

ATTN: Daniel Baker

To Grantee: City of Palm Coast

160 Cypress Point Parkway, Ste. B-106

Palm Coast, FL 32164

ATTN: City Manager

4.15. **FIRPTA - Right to Withhold**. Grantor agrees that Grantee may deduct and withhold from the Consideration provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Grantor pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Grantor provides to Grantee a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Grantee has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Grantee received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Grantee agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **Environmental Status**. Grantor warrants and represents to Grantee that, to Grantor's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Grantor has no notice or knowledge of the on-site existence of any “Endangered and Threatened Species”, flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Grantor further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

The provisions of this Section 4.16 shall survive the Closing or earlier termination of this Contract.

4.17. **Right of Inspection**. During the term of this Contract, Grantee, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Grantee's expense, to inspect the Property and to conduct all tests and borings thereon as Grantee, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Grantee or its authorized representatives pursuant to the provisions hereof shall be at the risk of Grantee, and Grantee hereby indemnifies, protects, and holds Grantor harmless and agrees to defend Grantor from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Grantee or Grantees' agents on or to the Property. In addition, Grantee shall keep the Property free from any liens which could arise as a result of the exercise by Grantee of any of its rights hereunder. Each party shall keep confidential the results of all financial statements, reports or other information provided to or generated by the other party and will not disclose any such information to any person other than: (i) those employed by Grantee or Grantor, respectively; (ii) those who are actively and directly participating in the evaluation of the Property and the negotiation in the evaluation of the Property and the negotiation and execution of this Contract or financing of the purchase of the Property; (iii) governmental, administrative, regulatory or judicial authorities with respect to the investigation of the compliance of the Property with applicable legal requirements; and (iv) as required by law or court order; provided, however, that the party required to disclose by law or court order shall immediately give the other party notice in order to enable the other party to seek a protective order from such disclosure. The provisions of this Section 4.17 shall survive the Closing or earlier termination of this Contract.

4.18. **WAIVER OF TRIAL BY JURY**. GRANTOR AND GRANTEE 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 OF GRANTOR AND GRANTEE ENTERING INTO THIS CONTRACT.

**ARTICLE V - SPECIAL CONDITIONS**

Grantor has made a limited number of representations and warranties to Grantee in this Contract. In consideration of Grantee waiving additional conditions, representations or warranties from Grantor, Grantor and Grantee hereby agree as follows:

5.1. **Condition Precedent**. Grantee’s obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Grantee and Grantor shall be fully relieved from all further rights and responsibilities under this contract.

A. The complete execution of this Contract by Grantor and Grantee and the approval of this Contract by Grantee’s City Council at a public meeting, pursuant to §166.045, Fla. Stat.

B. No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

C. Grantor 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 “B.”**

5.2. **Inspection Period**. Grantee shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the 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 Property which Grantee may deem necessary or relevant to Grantee in purchasing the Property. Should Grantee for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Grantee may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Grantor. Notwithstanding anything to the contrary contained herein, if Grantee has not terminated this Contract by written notice delivered to Grantor prior to Closing, then the Deposit (if any) shall be applicable to the Consideration but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Grantor hereunder.

5.3. **Delivery of Materials**. Within five (5) days after the Effective Date of this Contract, Grantor shall deliver to Grantee copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Intended Use of the Property**. The parties acknowledge that Grantee intends to use the Property for public road right-of-way and drainage improvements serving Palm Harbor Parkway Extension right-of-way.

5.5. **Platting and Zoning Requirements**. No additional platting is required for the Property.

5.6. **Brokerage**. Both parties agree that Grantee and Grantor hereby represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.7. **Grantor Warranties**. Grantee acknowledges that, except as expressly stated above, Grantor has made no representations or warranties, written or oral, express or implied, with respect to the Property. During the period that this Contract is in effect, Grantor shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.8. **Assignment**. Grantee shall not assign the rights under this Contract without the prior written consent of the Grantor.

5.9. **Grantor Not to Convey**. Grantor shall not convey any interest in the Property after the signing of this Contract without the prior joinder or written consent of the Grantee.

5.10. **Extensions of Closing Date**. Grantee shall have the unilateral and absolute right to exercise one thirty (30) day extension of the Closing Date. Grantee shall exercise the extension by providing at least three (3) days written notice to Grantor. Any other extension shall be by mutual agreement of the parties.

5.11. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

 ***[This area left intentionally blank, execution next page]***

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year indicated below.

*Signed, sealed and delivered* **GRANTOR:**

*in the presence of:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(print name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(print name)

*Signed, sealed and delivered* **GRANTEE:**

*in the presence of:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(print name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **ATTEST:**

(print name)

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**EXHIBIT “A”**

[LEGAL DESCRIPTION]

**EXHIBIT “B”**

**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:

1. The Affiant is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the legal title holder of the real property described on the attached Exhibit “B-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 “A” (“Property”) 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 Property 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.

 2. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by the City of \_\_\_\_\_\_\_\_\_\_\_\_ in the conveyance of the Property.

 3. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the United States and the State of Florida for falsely swearing to statements under oath.

 4. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant’s knowledge and belief it is true, correct and complete.

|  |  |
| --- | --- |
| WITNESSES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print) | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address:  |
|  |  |

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_

 SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2014, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (check one) 🞎 who is personally known to me or 🞎 who provided \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification.

Print Name:

Notary Public

EXHIBIT “B-1”

[Legal Description]

**EXHIBIT “C”**

**TRANFER OF DEVELOPMENT RIGHTS**

The development rights associated with the Property, as described in Exhibit “C-1”, ascribed through the Future Land Use Designation and Zoning Classification shall transfer to, inure to the benefit of, and remain with, the reminder of Tract CA-1A, as platted within the Conservatory at Hammock Beach Subdivision Plat as recorded in Map Book 34 Page 78, and described in Exhibit “C-2”. The City of Palm Coast hereby acknowledges and agrees to this transfer of rights and confirms the increase in rights for the remainder of Tract CA-1A and the removal of the development rights from the Property.

*Signed, sealed and delivered* **CITY OF PALM COAST, FLORIDA:**

*in the presence of:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(print name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **ATTEST:**

(print name)

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT “C-1”**

**LEGAL DESCRIPTION OF PROPERTY**

A PORTION OF GOVERNMENT SECTION 42, TOWNSHIP 10 SOUTH, RANGE 30 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 32, BLOCK 6, PALM COAST SECTION 10, AS RECORDED IN MAP BOOK 6, PAGES 43 THROUGH 53 OF THE PUBLIC RECORDS OF SAID FLAGLER COUNTY, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF FOREST GROVE DRIVE (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 69 DEGREES 30 MINUTES 47 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 53.17 FEET TO A POINT THENCE NORTH 20 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID FOREST GROVE DRIVE AND THE POINT OF BEGINNING; THENCE SOUTH 69 DEGREES 30 MINUTES 47 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 192.47 FEET TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 20 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 34.77 FEET TO A POINT; THENCE SOUTH 69 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 143.11 FEET TO A POINT; THENCE NORTH 17 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 7.87 FEET; THENCE NORTH 69 DEGREES 30 MINUTES 47 SECONDS EAST, A DISTANCE OF 142.83 FEET TO A POINT; THENCE NORTH 51 DEGREES 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 120.58 FEET TO A POINT; THENCE SOUTH 64 DEGREES 52 MINUTES 24 SECONDS EAST, A DISTANCE OF 110.64 FEET TO THE POINT OF BEGINNING. THE LANDS THUS DESCRIBED CONTAINING 11.183 SQUARE FEET OR 0.26 ACRES MORE OR LESS.

**EXHIBIT “C-2”**

**LEGAL DESCRIPTION OF REMAINDER OF TRACT CA-1A**

TRACT CA-1A, DESCRIBED WITHIN THE SUBDIVISION PLAT OF CONSERVATORY AT HAMMOCK BEACH SUBDIVISION, AS RECORDED IN THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA MAP BOOK 34, PAGE 78,

**Less and Except**

A PORTION OF GOVERNMENT SECTION 42, TOWNSHIP 10 SOUTH, RANGE 30 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 32, BLOCK 6, PALM COAST SECTION 10, AS RECORDED IN MAP BOOK 6, PAGES 43 THROUGH 53 OF THE PUBLIC RECORDS OF SAID FLAGLER COUNTY, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF FOREST GROVE DRIVE (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 69 DEGREES 30 MINUTES 47 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 53.17 FEET TO A POINT THENCE NORTH 20 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID FOREST GROVE DRIVE AND THE POINT OF BEGINNING; THENCE SOUTH 69 DEGREES 30 MINUTES 47 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 192.47 FEET TO A POINT; THENCE DEPARTING SAID RIGHT OF WAY, NORTH 20 DEGREES 29 MINUTES 13 SECONDS WEST, A DISTANCE OF 34.77 FEET TO A POINT; THENCE SOUTH 69 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 143.11 FEET TO A POINT; THENCE NORTH 17 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 7.87 FEET; THENCE NORTH 69 DEGREES 30 MINUTES 47 SECONDS EAST, A DISTANCE OF 142.83 FEET TO A POINT; THENCE NORTH 51 DEGREES 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 120.58 FEET TO A POINT; THENCE SOUTH 64 DEGREES 52 MINUTES 24 SECONDS EAST, A DISTANCE OF 110.64 FEET TO THE POINT OF BEGINNING. THE LANDS THUS DESCRIBED CONTAINING 11.183 SQUARE FEET OR 0.26 ACRES MORE OR LESS.