

Prepared by:

Michael D. Chiumento III
Chiumento & Guntharp, P.A.
4 Old Kings Road, Suite B
Palm Coast, Florida 32137

Return to:

Claire Hoeni
City Clerk
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

**AMENDED & RESTATED CENTEX HOMES/CITY OF PALM COAST LEASE
AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT, hereinafter this “**Lease**” or “Amended and Restated Lease Agreement”, is entered into this ___ day of _____, 2009, by and between Centex Homes, a Nevada general partnership, d/b/a Centex Destination Properties, whose address is 2301 Lucien Way, Suite 400, Maitland, Florida 32751, hereinafter “**Lessor**”, and The City of Palm Coast, whose address is City Hall, 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164, a municipality of the State of Florida, hereinafter “**Lessee**”.

WHEREAS, on or about October 9, 2007 the Lessor and Lessee entered into the Centex Homes/City of Palm Coast Lease Agreement (“Original Lease”) recorded at Official Records Book 1619, Pages 704, et seq., Public Records of Flagler County Florida, permitting the Lessee to operate a golf driving range and associated uses on Lessor’s property; described in Exhibit “A” (the “Premises)

WHEREAS, Lessee has redesigned its intended use of the Premises (infra), with the consent of Lessor, and desires to expand the scope of the Lease; and

WHEREAS, Lessee and Lessor agree that this Amended and Restated Lease Agreement shall hereby permit and allow the Lessee’s operation of a golf course, putting and chipping practice facilities, and boat docks on the Premises (infra), subject to the conditions below.

NOW THEREFORE, in consideration of the sum of Ten dollars and other good and valuable considerations, including the mutual covenants and promises herein contained, the parties agree as follows:

SECTION 1. RECITALS AND REPLACEMENT OF ORIGINAL LEASE: The aforementioned Recitals are taken as true, made a material part hereof and incorporated by reference. Moreover, this Amended and Restated Lease Agreement shall supersede and replace in its entirety the Original Lease.

SECTION 2. PREMISES: In consideration of the rents, covenants and agreements hereinafter provided and contained, the Lessor demises and leases to the Lessee and the Lessee leases from the Lessor the property described in Exhibit A to this Lease, hereinafter the "**Premises**".

SECTION 3. TERM: The term of this Lease shall begin from the execution of this Lease by both parties and continue for One (1) year from the Rent Commencement Date (hereinafter defined as the "Effective Date"), unless sooner terminated or extended as may be hereinafter provided. The Lessee shall have the option to extend this Lease from year-to-year upon the same terms and conditions as contained herein. The options shall be deemed automatically exercised by the Lessee unless the Lessee notifies the Lessor Ninety (90) days prior to the end of a term that it does not desire to exercise an option. Notwithstanding anything to the contrary contained herein: the Lessor shall have the right, during the initial term of this Lease and any extension thereof, to terminate this Lease by providing the Lessee with prior written notice of such termination, which notice shall specify the termination date and shall be delivered to the Lessee no less than Sixty (60) days prior to the termination date so specified in the notice.

SECTION 4. RENT: The Lessee agrees to pay to the Lessor at the office of the Lessor above set forth, or at such other place as may be further designated by the Lessor, without any prior demand therefore and without deduction or setoff whatsoever, the following monthly rent: Ten Dollars and Zero (\$10.00) per month plus applicable sales tax. The Lessee shall pay a late charge of five (5%) percent of any payment not received within five (5) days of its due date. The "**Rent Commencement Date**" shall be the Effective Date.

SECTION 5. USE: From and after the Rent Commencement Date, the Lessee may use the Premises for the purpose of operating a golf driving range, putting and chipping practice facilities, boat dock, parking, and associated and related uses and for no other purpose.

SECTION 6. MAINTENANCE AND UTILITIES: The Lessor has no obligation to provide utilities or any other services to the Lessee or the Premises. The Lessee shall be responsible for the maintenance of the Premises and all utilities relating to the Premises. As used herein, the terms maintain and maintenance shall include, without limitation, mowing, weed control, the removal and disposal of fallen trees, branches and fronds, and the removal and disposal of trash and debris.

SECTION 7. GOVERNMENTAL REGULATIONS: The Lessee shall comply with all statutes, ordinances, rules, regulations and requirements of the Federal, State and municipal governments. In furtherance and not in limitation of the foregoing, the Lessee shall pay and discharge prior to delinquency any and all taxes levied against any interest of the Lessee in the Premises and/or the personal property of the Lessee thereon.

SECTION 8. ACCESS AND INSPECTION: The Lessor, and/or any of its designees, shall have the right to enter the Premises during all reasonable hours (except in the event of an emergency, in which case the Lessor and/or any of its designees may enter the Premises at any time), to examine the same.

SECTION 9. CONDITION OF PREMISES: The Lessee covenants that it has examined the Premises and has satisfied itself as to the physical condition thereof. The Lessee acknowledges that the Lessor has not made any representation or warranty as to the present or future suitability of the Premises for the conduct of Lessee's business. The Lessee hereby accepts the Premises in the condition it is in on the Rent Commencement Date and agrees to maintain said Premises in the same condition, order and repair as it was on the Rent Commencement Date, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to the Lessor, immediately upon demand, any damage caused by any act or neglect of the Lessee, of any person or persons in the employ or under the supervision or control of the Lessee or by any invitee of the Lessee. The Lessee covenants to abide by all current and future laws, ordinances and regulations governing and regulating the use of the Premises. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 10. ALTERATIONS AND ADDITIONS: The Premises shall not be improved or altered in any manner without the prior written consent of the Lessor, which consent the Lessor may grant or withhold in the Lessor's sole and absolute discretion.

SECTION 11. LIABILITY AND INSURANCE: The Lessee covenants and agrees that it will, at all times, and at its sole expense, include the Premises in the Lessee's self insurance and other insurance programs. The Lessee, at its own cost and expense, shall also maintain or cause to be maintained commercial general liability insurance and automobile liability with respect to the Premises and all businesses operated thereon by Lessee with a combined single limit of TWO MILLION DOLLARS (\$2,000,000) and otherwise in form and content reasonably acceptable to the Lessor. The Lessee shall furnish Lessor with certificates of insurance required by this Section prior to the Rent Commencement Date. The Lessee shall indemnify, defend, and hold harmless the Lessor and its affiliates, partners, directors, officers, agents, and employees from and against any and all actions, causes of action, obligations, costs, damages, losses, claims, liabilities and demands of any nature whatsoever, including, without limitation, reasonable attorneys' fees arising from, or in any manner connected to (i) the use, occupancy and/or possession of the Premises by the Lessee, any person or persons in the employ or under the supervision or control of the Lessee or any invitee of the Lessee; and (ii) the Lessee's breach of this Lease. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 12. SURRENDER: The Lessee shall remove all of its property from the Premises upon termination of this Lease. The Lessee shall surrender the Premises to the Lessor in the same condition as when received, ordinary wear and tear excepted at the end of the term hereof, or sooner, if terminated as provided herein. In addition to, and not in limitation of, the other rights and remedies of the Lessor under this Lease, any property not removed upon termination of this Lease shall, at the Lessor's election, be deemed abandoned and shall become the property of the Lessor. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 13. COVENANTS AGAINST LIENS: The Lessee shall have no right to subject (or suffer to be subjected) the Premises or the interest of the Lessor or the Lessee in the Premises to any liens (including, without limitation, mechanic's liens with respect to any improvements caused to be placed on the Premises by the Lessee). The Lessee shall satisfy or transfer any such lien to a bond within Ten (10) days after the Lessee is notified of such lien. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 14. ASSIGNMENT OR SUBLEASE: The Lessee may not assign, sublease, hypothecate, or transfer the Premises, or any interest in this Lease, directly or indirectly, by operation of law or otherwise, without the prior written consent of the Lessor, which consent the Lessor may grant or withhold in the Lessor's sole and absolute discretion. Any attempt to do so without the Lessor's consent shall be null and void. The foregoing is not intended to prohibit the Lessee from engaging the services of a manager to manage the operation of the Premises; provided, however that the manager shall comply with all of the provisions of this Lease and shall provide the Lessor with the same insurance as is required of the Lessor under Section 11 above. In the event of a permitted assignment or sublease, the Lessee will not be released on liability under this Lease without written approval of the Lessor, which approval the Lessor may grant or withhold in the Lessor's sole and absolute discretion.

SECTION 15. COVENANT OF QUIET ENJOYMENT: The Lessor covenants and agrees with the Lessee that at all times during the term of this Lease when the Lessee is not in default under this Lease, the Lessee's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by the Lessor or any other person ordinarily and reasonably subject to the Lessor's control, subject to the terms of this Lease.

SECTION 16. NOTICES: Any notice, demand, request or other instrument which is to be given under this Lease or by law shall be mailed by U.S. certified or registered mail, postage prepaid or by overnight delivery or by personal delivery, addressed to the parties as follows:

Lessor:

Centex Homes
2301 Lucien Way, Suite 400
Maitland, Florida 32751
Attn: Scott Clements

With copy to:

Michael D. Chiumento III, Esquire
Chiumento and Guntharp, P.A.
4 Old Kings Road North, Suite B
Palm Coast, Florida 32137

Lessee:

James Landon
City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

Any notice, demand, request or other instrument delivered as aforesaid shall be deemed delivered and received immediately upon mailing, delivery to an appropriate carrier, or receipt or refusal of delivery of said notice, whichever is earliest. The Lessor's counsel and the Lessee's counsel are expressly permitted to execute and deliver notices for their respective parties. Receipt shall be deemed to have occurred if made by any authorized agent or any employee of the addressee or of the addressee's company. The addressees and addresses for the purpose of this Section may be changed by giving written notice.

SECTION 17. NONWAIVER: Failure of the Lessor to insist upon strict performance of any provision or to exercise any option shall not be construed as a waiver for the future of any such provision or option. The receipt by the Lessor of rent or a portion thereof, with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No partial payment of rent shall be deemed to be other than on account of earliest rent then unpaid nor shall endorsement or statement on any check or any written letter or statement accompanying such check be deemed an accord or satisfaction and the Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease. None of the covenants, terms or conditions of this Lease can be waived except by the written consent of the Lessor.

SECTION 18. CONDEMNATION, DAMAGE OR DESTRUCTION OF PREMISES: If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), or are destroyed or damaged by fire or other casualty so as to render the Premises completely unleaseable or unfit for use, then, and in such case, the rent herein above reserved, or a just proportion thereof, according to the nature and extent of the damage sustained by the Premises shall be abated until the Premises shall have been fully repaired or restored by the Lessor. In the event of such damage or destruction or condemnation, either party may elect to terminate this Lease in its entirety. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of the Lessor for the taking of the fee or as severance damages and for rents. In the event this Lease shall be terminated pursuant to this paragraph, any rental paid in advance shall be refunded to the Lessee, and the Lessee shall have an additional thirty (30) days, rent free, within which to remove its property from the Premises. All damages awarded for an expropriation hereunder shall belong to the Lessor. The Lessee shall not make any claim in connection with a condemnation, including, without limitation, a claim for damages awarded for the Lessee's fixtures or leasehold improvements and/or loss of business and the market value of the Lessee's leasehold interest. In the event that this Lease is not terminated by reason of such condemnation, the Lessor shall, to the extent of severance damages received by the Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation.

SECTION 19. SUBORDINATION: This Lease shall be subject and subordinate in all respects to the lien of any mortgage which the Lessor may previously or hereafter place on the real property of which the Premises are a part, and to each advance made or hereafter to be made, or both, under any such mortgage, and to any renewals, modifications, consolidations, replacements or extensions thereof and also substitutions therefor. This paragraph shall be self-operative and no further instruments shall be required; however, the Lessee agrees to execute such instrument as requested by the Lessor, within ten (10) days from such request, to evidence such subordination. Further, the Lessee agrees to furnish to the Lessor, within ten (10) days of request, an estoppel statement in form and content requested by the Lessor from time to time.

SECTION 20. DEFAULT; REMEDIES:

a) The occurrence of any of the following events shall constitute a default and breach of this Lease by the Lessee:

- (i) Failure to pay any rent or other payment hereunder when due;
- (ii) Failure to perform any other covenant, term or condition of this Lease upon twenty (20) days' written notice from the Lessor;
- (iii) Vacating or abandoning of the Premises by the Lessee;
- (iv) The making by the Lessee of any general assignment or general arrangement for the benefit of creditors, the filing by or against the Lessee of a petition to have the Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or receiver to take possession of substantially all of the Lessee's assets located on the Premises or of the Lessee's interest in this Lease; or the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Premises or of the Lessee's interest in the Lease.

(b) Upon the happening of any event of default above described, and the failure to cure within the applicable grace period, if any, the Lessor has the following remedies, in addition to all other rights and remedies provided by law or in equity, to which the Lessor may resort cumulatively or in the alternative:

- (i) the Lessor, at its election, may terminate this Lease by giving notice to the Lessee, thereupon terminating all the Lessees' rights in the Premises, and in all improvements and equipment located therein. Promptly upon receipt of such notice, the Lessee shall surrender and vacate the Premises leaving all improvements in a broom clean condition, and the Lessor may reenter and take possession of the Premises and all remaining improvements and eject any parties still in possession. Termination under this paragraph shall not relieve the Lessee from the payment of any sums then due to the Lessor or from any claim for damages previously accrued or then accruing against the Lessee.

(ii) Should the Lessor elect to terminate this Lease and reenter and retake possession as above provided, then the Lessor may make such alterations and repairs as may be needed to relet the premises and relet the premises or any part thereof for such term or terms and at such rentals the Lessor in its sole discretion may deem advisable. The Lessee shall continue to be liable for the difference between the rentals herein to be paid by payment of any costs and expenses of such subletting, including brokerage fees, attorney's fees and costs of such alterations and/or repairs. The Lessor shall use reasonable efforts to relet or resume possession of the premises on account of the Lessee and may hold the Lessee liable for all sums due hereunder for the remainder of the term of this Lease, all of which sums shall be immediately due and payable by the Lessee to the Lessor upon the breach by the Lessee of any of the terms of this Lease.

(iii) If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee before the end of said term, the Lessor is hereby irrevocably authorized, at their option, to forthwith cancel this Lease, as for default. The Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting the Lessor's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have the right, title or interest in or to the Premises by virtue of this Lease.

(iv) the Lessee shall pay all of the Lessor's expenses reasonably incurred as a result of any breach of any term of this Lease by the Lessee, including, without limitation, reasonable attorney's fees regardless of whether litigation is commenced.

In addition to and not in limitation of the foregoing, if the Lessee fails to perform any act required to be made or performed under this Lease and fails to cure the same after receipt of the required notice and within the relevant cure period, the Lessor, without waiving or releasing any obligation of the Lessee, and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter perform such act for the account and at the expense of Lessee, and may, to the extent permitted by law, enter upon the Premises for such purpose and, take all such action thereon as, in the Lessor's opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of the Lessee. All reasonable sums so paid by the Lessor and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, in each case to the extent permitted by law) so incurred shall be paid by the Lessee to the Lessor within Fifteen (15) days after demand. The obligations of the Lessee and rights of the Lessor contained in this Section shall survive the expiration or earlier termination of this Lease.

SECTION 21. TIME IS OF ESSENCE: The parties acknowledge that time is of the essence in this Lease, and this applies to all terms and conditions herein contained.

SECTION 22. SEVERABILITY: If any provisions of this Lease shall be declared invalid to any extent, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Notwithstanding the foregoing, if the effect of a determination or holding by a court that a particular term, clause or provision of this Lease is invalid is such that either party to this Lease shall no longer have the substantial benefit of its respective bargain under this Lease or any material portion of this Lease, then, and in such event, whichever of the Lessor or the Lessee is thus adversely affected, may, at its option and in its sole and absolute discretion, cancel and terminate this Lease upon its delivery of written notice thereof to the other of them.

SECTION 23. HOLDING OVER: If the Lessee remains in possession of the Premises, or any part thereof, after the expiration or termination of the term hereof without the prior written consent of the Lessor, such occupancy shall be deemed a tenancy at sufferance at a rental amount of \$50,000 per month plus all other charges payable hereunder and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Lessor of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days prior written notice to the other, whether or not said notice is given on the rent paying date. This Section shall in no way constitute a consent by the Lessor to any holding over by the Lessee upon the expiration or earlier termination of this Lease, nor limit the Lessor's remedies in such event. All rentals hereunder shall be prorated on a per diem basis where appropriate to reflect an obligation to pay rent for less than the full period for which rental rates are set forth. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 24. BINDING EFFECT: Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Lease, that all acts, approvals, procedures and similar matters required in order to authorize this Lease have been taken, obtained or followed, as the case may be, that this Lease and the proposed performance of this Lease by such party is not an ultra vires act and that upon the execution of this Lease by both parties, this Lease shall be valid and binding upon the parties hereto and their successors in interest. This Lease shall bind and benefit the Lessor and the Lessee, their respective successors and permitted assigns and the legal representatives of each.

SECTION 25. ATTORNEY'S FEES: If either party brings an action to enforce the terms of this Lease or declare any rights hereunder, the prevailing party in any such action shall be entitled to recover reasonable attorney's fees. Each party represents and warrants to the other that it will pay all fees and charges incurred by it in connection with the preparation of an entering into of this Lease.

SECTION 26. COUNTERPARTS: This Lease may be executed in counterparts, each of which shall be deemed an original. All such counterparts together shall constitute one and the same document.

SECTION 27. MERGER: This Lease represents the entire agreement of the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding unless reduced to writing and signed by the parties.

SECTION 28. CAPTIONS AND EXHIBITS: All captions, headings, section and paragraph or subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Lease and shall not supplement, limit or otherwise vary in any respect the text of this Lease. All exhibits to this Lease are hereby incorporated herein.

SECTION 29. BROKERS: The Lessor and the Lessee warrant to each other that neither of them has consulted or negotiated with any real estate broker or finder with regard to the Premises or this Lease. Each party agrees to indemnify, defend, and hold harmless the other and its affiliates, partners, directors, officers, agents, and employees from and against any and all actions, causes of action, obligations, costs, damages, losses, claims, liabilities and demands of any nature whatsoever, including, without limitation, reasonable attorneys' fees arising from, or in any manner connected to claims for fees or commissions by anyone with whom the party has dealt with regard to the Premises or this Lease. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

(SIGNATURES OMITTED TO NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this lease.

Lessee:

ATTEST:

CITY OF PALM COAST, FLORIDA
A Municipal Corporation

Clare Hoeni, City Clerk
Date: _____

By: _____
Jon Netts, Mayor

**Lessor:
CENTEX**

CENTEX HOMES, a Nevada general partnership, d/b/a Centex Destination Properties

By: **CENTEX REAL ESTATE CORPORATION**,
a Nevada corporation,
its Managing General Partner

ATTEST:

Lawful Attesting Authority
Date: _____

By: _____
Lawfully Authorized Signatory

Signed, sealed and delivered
in the presence of:

Witness One Printed Name: _____

Witness Two Printed Name: _____

ACKNOWLEDGEMENT

STATE OF)

COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared the above signatories and witnesses the signatories executing on behalf of and stating that they have authority to bind Centex Destination Properties said persons having acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under requisite corporate/entity authority and they are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2009.

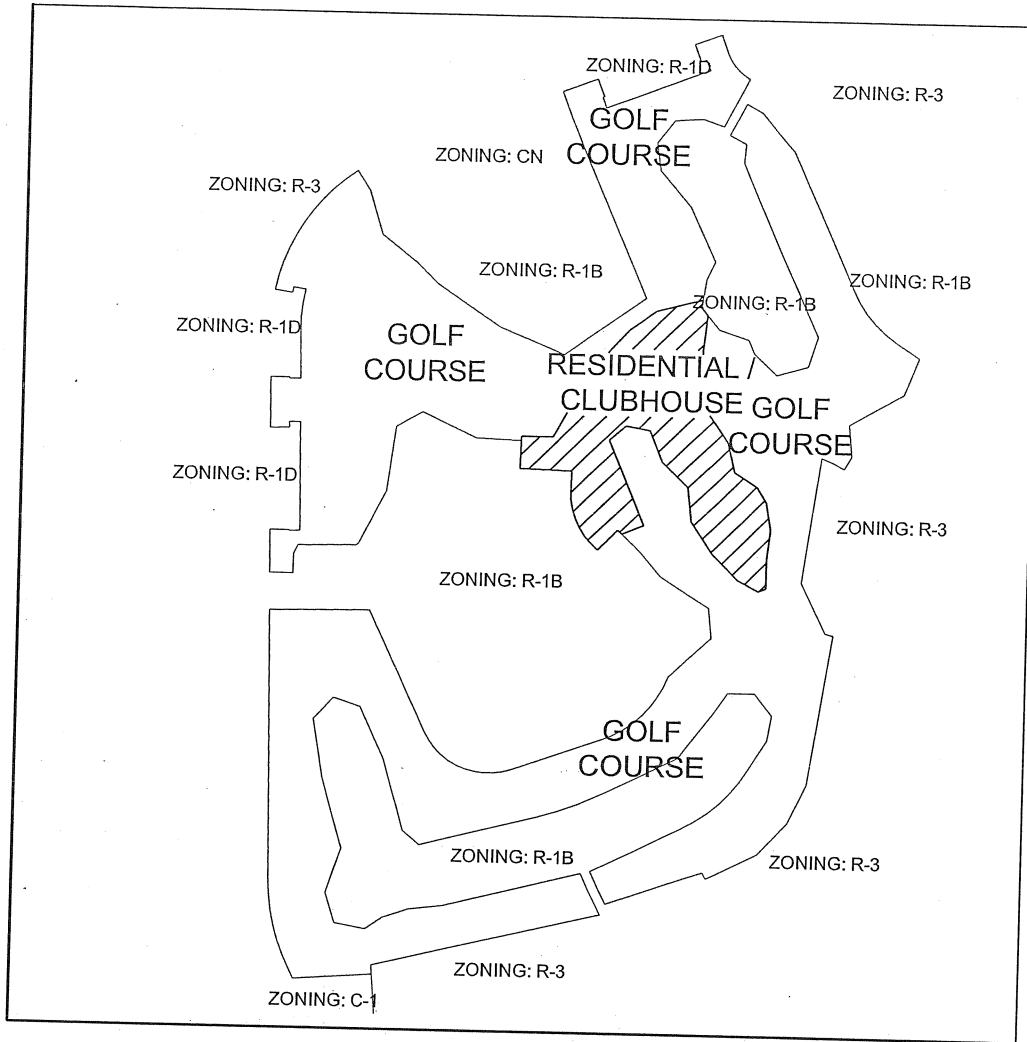
(Affix Notary Seal)

Notary Public; State of Florida

Print Name: _____

EXHIBIT A
THE PREMISES

SPECIFIC PURPOSE SURVEY



KEY MAP

FOR LAND DESCRIPTION SEE SHEET 2 OF 7

SURVEYOR'S NOTES:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTHERLY LINE OF CLUBHOUSE DRIVE, SECTION 43, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 69°02'37" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE TITLE OPINION PROVIDED BY CHIUMENTO & GUNTARP P.A. DATED NOVEMBER 7, 2008 HAS BEEN REVIEWED AND ALL EASEMENTS THAT APPLY ARE PLOTTED.
6. 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

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

J. Hofius 05/20/09
 JEFFREY D. HOFIUS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 6610

NOTE: NOT VALID WITHOUT THE SKETCH ON PAGES 3-7 OF 7

© 2009 ARCADIS US, INC.	<p>50 Leanni Way Unit C4 Palm Coast, FL 32137 Tel: 386-447-4993 Fax: 386-246-3787 www.arcadis-us.com</p>	PROJECT MANAGER J. HOFIUS	DEPARTMENT MANAGER L. WEBB	LEAD DESIGN PROF. J. HOFIUS	CHECKED BY J. HOFIUS
		SHEET TITLE SPECIFIC PURPOSE SURVEY		TASK/PHASE NUMBER 0000	DRAWN BY J. FITZGERALD
		SEC. 43.44 & 45, TWP. 11 SOUTH, RGE. 31 EAST PALM COAST, FLAGLER COUNTY, FLORIDA		PROJECT NUMBER JK008031	DRAWING NUMBER 1 OF 7

SPECIFIC PURPOSE SURVEY

DESCRIPTION:

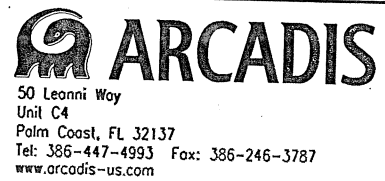
PART OF GOVERNMENT SECTIONS 43, 44, AND 45, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF CLUB HOUSE DRIVE, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED, AND THE WESTERLY RIGHT OF WAY LINE OF CROMPTON PLACE, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED, AS SHOWN ON THE PLAT OF COUNTRY CLUB-SECTION 8 AT PALM COAST, AS RECORDED IN MAP BOOK 6, PAGES 28-33 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S 69°02'37" W ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CLUB HOUSE DRIVE A DISTANCE OF 900.00 FEET, THENCE S 20°57'23" E, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF CLUB HOUSE DRIVE A DISTANCE OF 150.00 FEET, THENCE S 23°20'48" E A DISTANCE OF 1047.59 FEET, THENCE S 53°56'59" W A DISTANCE OF 289.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 42°08'17" E A DISTANCE OF 88.13 FEET; THENCE N 51°25'18" E A DISTANCE OF 270.16 FEET; THENCE N 13°11'56" E A DISTANCE OF 93.57 FEET; THENCE N 82°25'05" E A DISTANCE OF 52.14 FEET; THENCE S 32°42'55" E A DISTANCE OF 282.35 FEET; THENCE S 15°58'56" W A DISTANCE OF 117.30 FEET; THENCE N 80°49'53" W A DISTANCE OF 28.45 FEET; THENCE S 89°40'12" W A DISTANCE OF 65.94 FEET TO A POINT OF CURVATURE; THENCE WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 44°53'01", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 156.67 FEET, AND A CHORD WHICH BEARS S 67°13'42" W, WITH A CHORD LENGTH OF 152.70 FEET TO A POINT OF TANGENCY; THENCE S 44°47'12" W A DISTANCE OF 119.42 FEET; THENCE S 48°06'16" E A DISTANCE OF 183.49 FEET; THENCE N 47°30'31" E A DISTANCE OF 166.87 FEET; THENCE S 42°35'17" E A DISTANCE OF 352.00 FEET; THENCE S 34°52'56" E A DISTANCE OF 472.40 FEET; THENCE S 10°44'41" E A DISTANCE OF 136.44 FEET; THENCE S 11°49'34" W A DISTANCE OF 183.05 FEET; THENCE S 66°50'40" W A DISTANCE OF 162.28 FEET; THENCE N 49°04'38" W A DISTANCE OF 222.33 FEET; THENCE N 30°13'20" W A DISTANCE OF 313.75 FEET; THENCE N 37°11'30" W A DISTANCE OF 266.49 FEET; THENCE N 31°05'36" W A DISTANCE OF 116.76 FEET; THENCE N 52°31'19" W A DISTANCE OF 134.57 FEET; THENCE N 29°50'25" W A DISTANCE OF 119.32 FEET; THENCE S 29°16'02" W A DISTANCE OF 257.73 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 5°11'56", A RADIUS OF 892.11 FEET, AN ARC LENGTH OF 80.95 FEET, AND A CHORD WHICH BEARS S 35°04'49" W, WITH A CHORD LENGTH OF 80.92 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 6°53'18", A RADIUS OF 549.36 FEET, AN ARC LENGTH OF 66.05 FEET, AND A CHORD WHICH BEARS S 16°18'51" W, WITH A CHORD LENGTH OF 66.01 FEET; THENCE S 88°09'27" E A DISTANCE OF 19.07 FEET; THENCE S 01°50'33" W A DISTANCE OF 105.00 FEET TO A POINT OF CURVATURE; THENCE WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 9°50'35", A RADIUS OF 381.53 FEET, AN ARC LENGTH OF 65.54 FEET, AND A CHORD WHICH BEARS S 03°04'45" E, WITH A CHORD LENGTH OF 65.46 FEET; THENCE N 81°59'58" E A DISTANCE OF 145.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 38°34'15", A RADIUS OF 236.52 FEET, AN ARC LENGTH OF 159.22 FEET, AND A CHORD WHICH BEARS S 27°17'06" E, WITH A CHORD LENGTH OF 156.23 FEET TO A POINT OF TANGENCY; THENCE S 46°34'14" E A DISTANCE OF 41.88 FEET; THENCE S 43°25'51" W A DISTANCE OF 150.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COOPER LANE, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 46°34'10" W ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 42.03 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 48°23'23", A RADIUS OF 386.53 FEET, AN ARC LENGTH OF 326.45 FEET, AND A CHORD WHICH BEARS N 22°21'09" W, WITH A CHORD LENGTH OF 316.83 FEET TO A POINT OF TANGENCY; THENCE CONTINUE N 01°50'33" E ALONG SAID EASTERLY RIGHT LINE A DISTANCE OF 100.00 FEET TO A POINT THAT IS COMMON WITH SAID EASTERLY RIGHT OF WAY LINE OF COOPER LANE AND THE NORTHERLY RIGHT OF WAY LINE OF CASPER DRIVE, A 50 FOOT RIGHT OF WAY LINE AS NOW ESTABLISHED; THENCE N 88°09'27" W ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 280.37 FEET; THENCE N 01°50'33" E DEPARTING SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 150.00 FEET; THENCE S 88°09'27" E A DISTANCE OF 100.00 FEET; THENCE N 32°57'32" E A DISTANCE OF 53.81 FEET; THENCE N 29°16'02" E A DISTANCE OF 398.75 FEET; THENCE N 44°47'12" E A DISTANCE OF 145.88 FEET; THENCE N 39°47'47" W A DISTANCE OF 100.99 FEET; THENCE N 53°56'59" E A DISTANCE OF 64.68 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 16.328 ACRES OR 711,259.39 SQUARE FEET, MORE OR LESS.

NOTE: NOT VALID WITHOUT THE SKETCH ON PAGES 3-7 OF 7

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PROJECT MANAGER J. HOFIUS	DEPARTMENT MANAGER L. WEBB	LEAD DESIGN PROF. J. HOFIUS	CHECKED BY J. HOFIUS
SHEET TITLE SPECIFIC PURPOSE SURVEY		TASK/PHASE NUMBER 0000	DRAWN BY J. FITZGERALD
SEC. 43,44 & 45, TWP. 11 SOUTH, RGE. 31 EAST PALM COAST, FLAGLER COUNTY, FLORIDA		PROJECT NUMBER JK008031	DRAWING NUMBER 2 OF 7

SPECIFIC PURPOSE SURVEY

**POINT OF COMMENCEMENT
 OVERALL PARCEL**

SOUTHERLY RIGHT OF WAY LINE
 CLUB HOUSE DRIVE

CLUB HOUSE DRIVE (60' R/W)
 S 69°02'37" W

900.00'

S 20°57'23" E
 1500.00'

RESERVED PARCEL "D"
 VILLAS AT PALM HARBOR
 PER MB 26, PAGE 76 & 77

BLOCK 11
 VILLAS AT PALM HARBOR
 MAP BOOK 26, PAGES 76 AND 77

WATERWAY
 SESAME ISLAND
 (APPROXIMATE)

S 23°20'48" E
 1047.59'



NOTE: NOT VALID WITHOUT THE
 DESCRIPTION ON PAGE 2 OF 7

MATCHLINE SHEET 4 OF 7

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SEC. 43.44 & 45, TWP. 11 SOUTH, RGE. 31 EAST PALM COAST, FLAGLER COUNTY, FLORIDA		PROJECT NUMBER JK008031	DRAWING NUMBER 3 OF 7

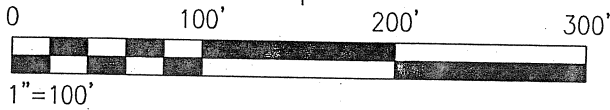
SPECIFIC PURPOSE SURVEY

SEE SHEET 3 OF 7



WATERWAY
 SESAME ISLAND
 (APPROXIMATE)

**POINT OF BEGINNING
 OVERALL PARCEL**

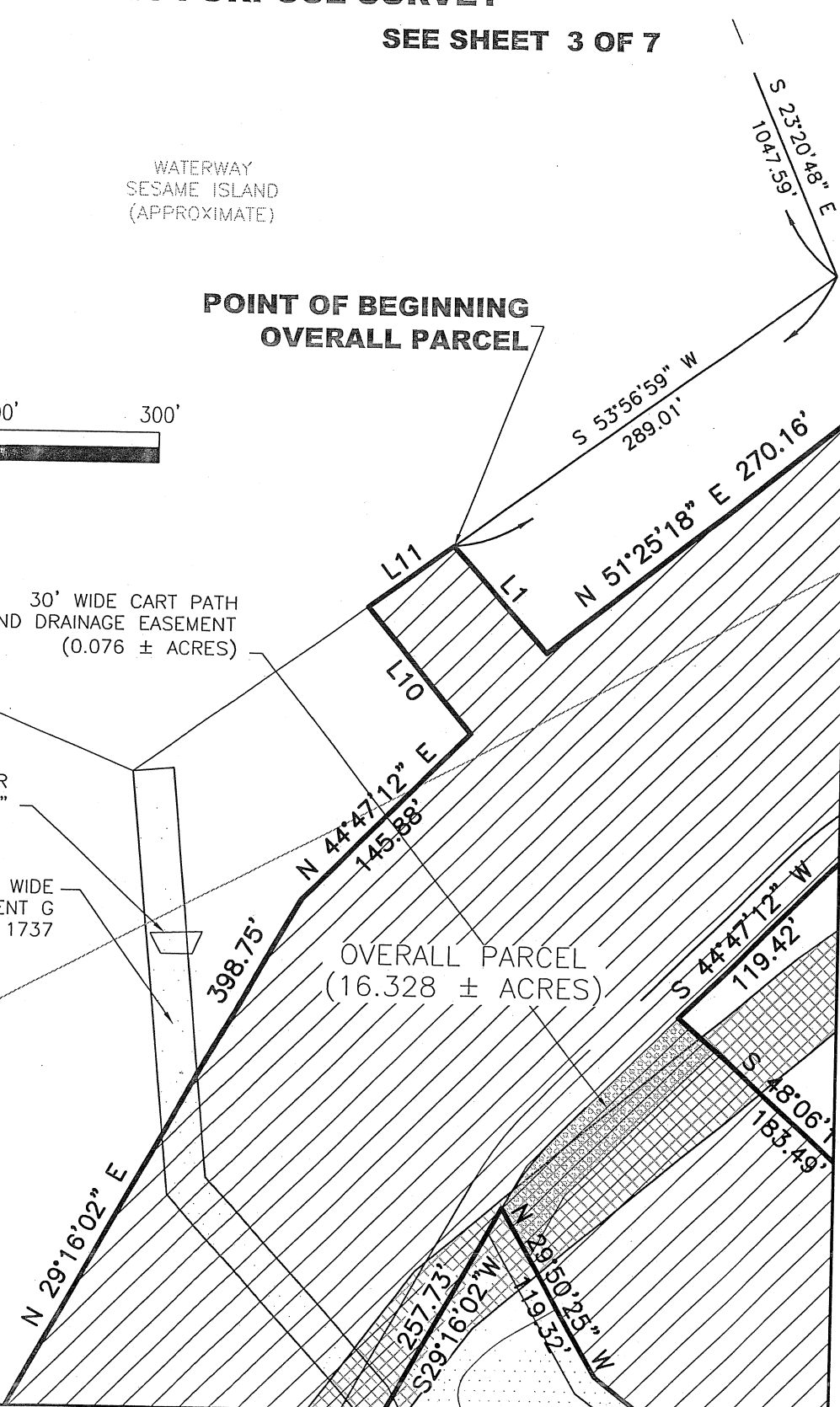


30' WIDE CART PATH
 AND DRAINAGE EASEMENT
 (0.076 ± ACRES)

STORMWATER
 POINT "B"

25' WIDE
 DRAINAGE EASEMENT G
 O.R. 0550, PG. 1737

OVERALL PARCEL
 (16.328 ± ACRES)



MATCHLINE SHEET 5 OF 7

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MATCHLINE SHEET 6 OF 7

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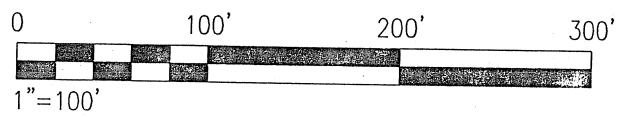
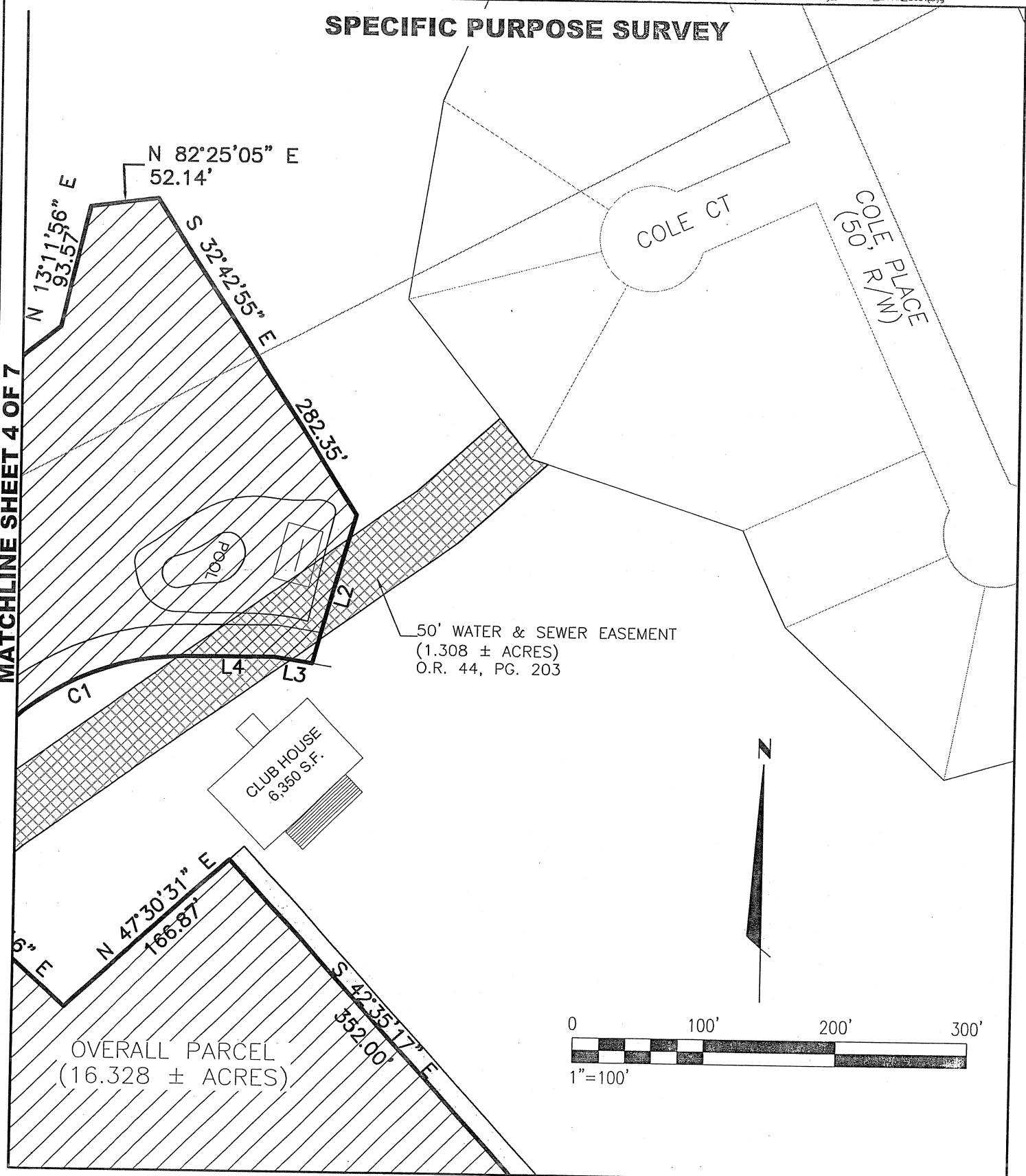


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SHEET TITLE SPECIFIC PURPOSE SURVEY		TASK/PHASE NUMBER 0000	DRAWN BY J. FITZGERALD
SEC. 43,44 & 45, TWP. 11 SOUTH, RGE. 31 EAST PALM COAST, FLAGLER COUNTY, FLORIDA		PROJECT NUMBER JK008031	DRAWING NUMBER 4 OF 7

SPECIFIC PURPOSE SURVEY

MATCHLINE SHEET 4 OF 7



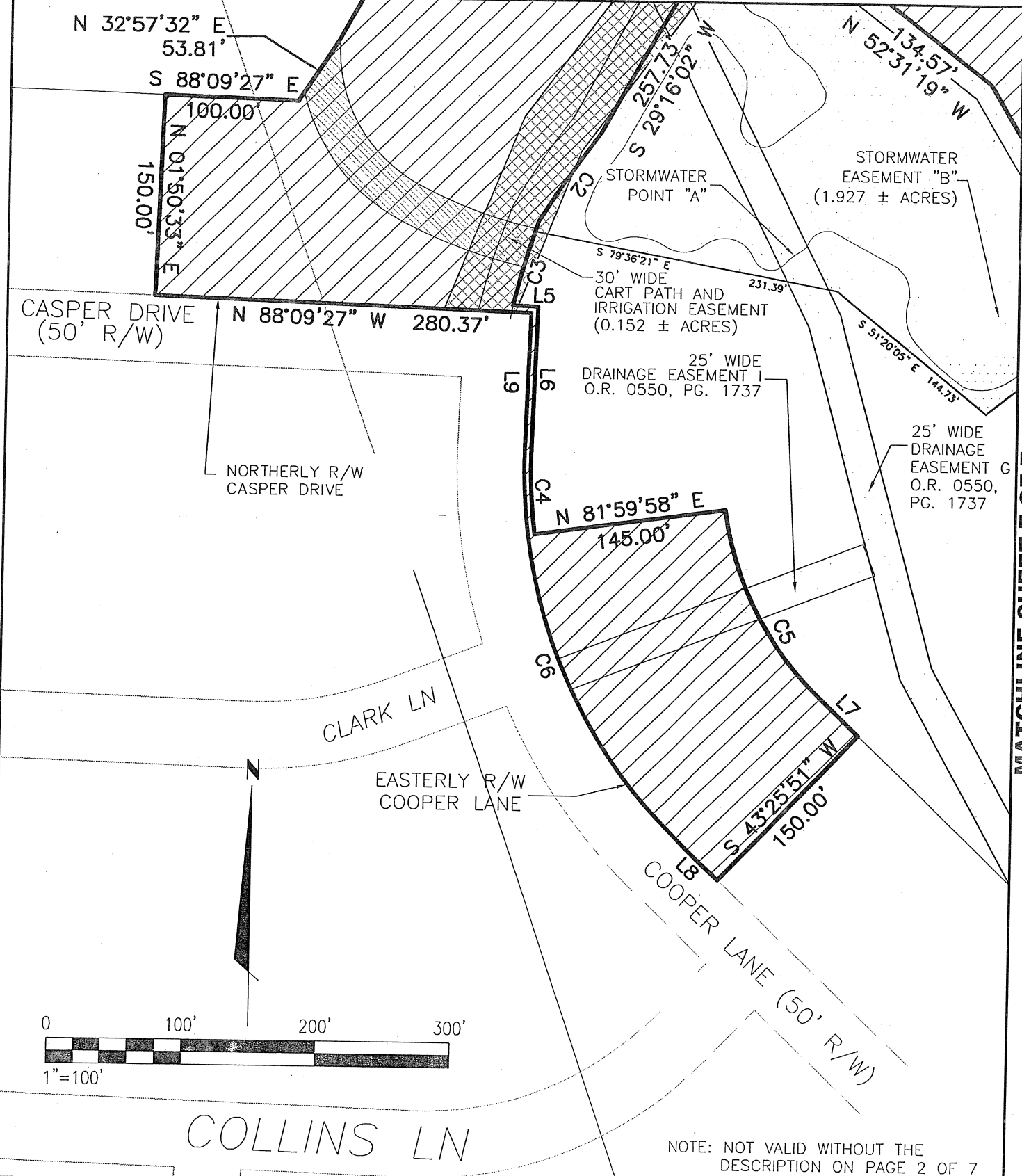
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MATCHLINE SHEET 7 OF 7

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		SHEET TITLE SPECIFIC PURPOSE SURVEY				TASK/PHASE NUMBER 0000	DRAWN BY J. FITZGERALD
		SEC. 43,44 & 45, TWP. 11 SOUTH, RGE. 31 EAST PALM COAST, FLAGLER COUNTY, FLORIDA				PROJECT NUMBER JK008031	DRAWING NUMBER 5 OF 7

SPECIFIC PURPOSE SURVEY

MATCHLINE SHEET 3 OF 7



MATCHLINE SHEET 7 OF 7

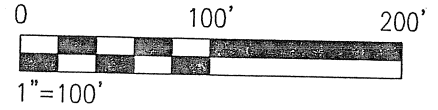
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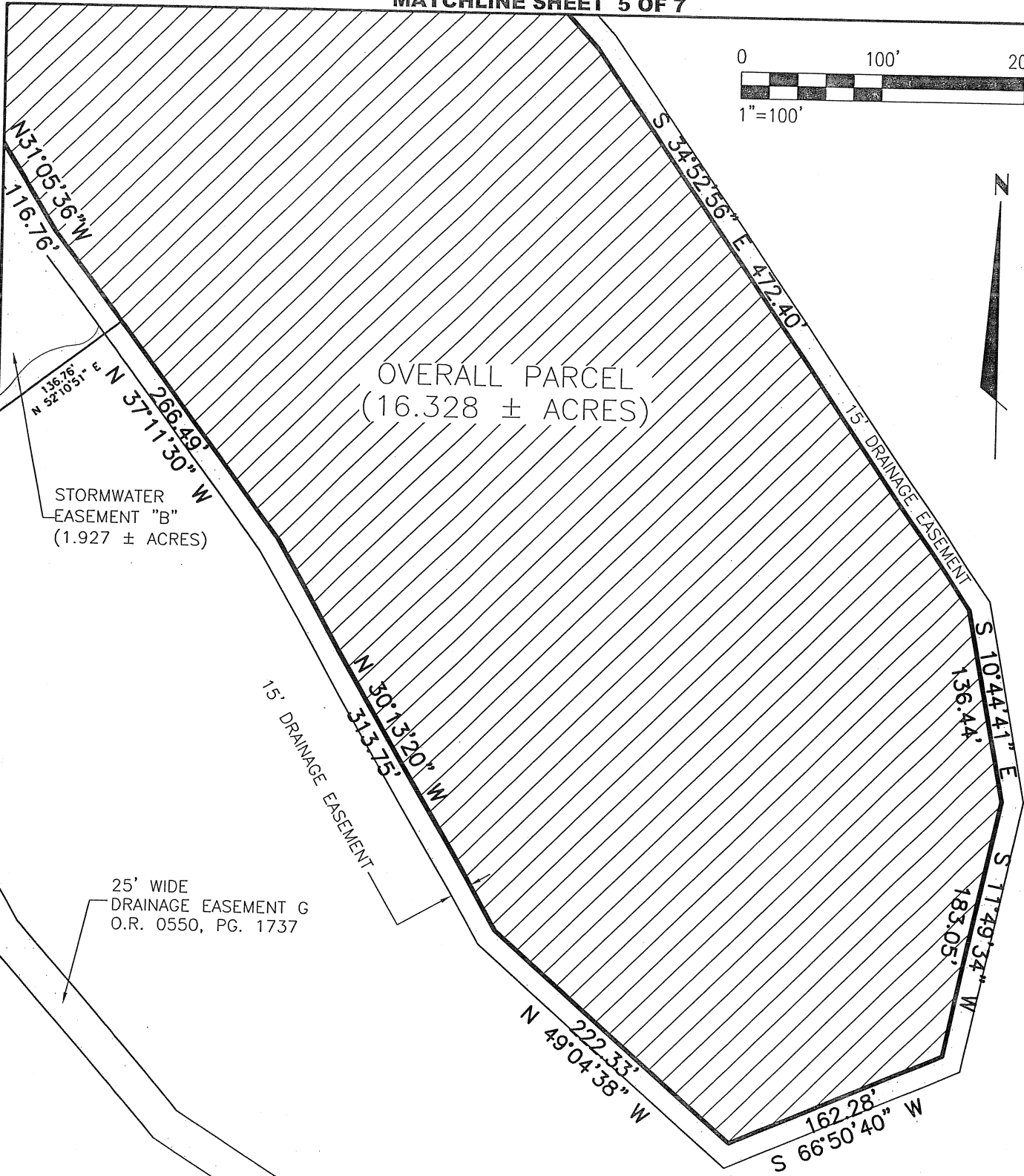
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		SHEET TITLE SPECIFIC PURPOSE SURVEY		TASK/PHASE NUMBER 0000	DRAWN BY J. FITZGERALD
		SEC. 43,44 & 45, TWP. 11 SOUTH, RGE. 31 EAST		PROJECT NUMBER JK008031	DRAWING NUMBER 6 OF 7
		PALM COAST, FLAGLER COUNTY, FLORIDA			

SPECIFIC PURPOSE SURVEY

MATCHLINE SHEET 5 OF 7



MATCHLINE SHEET 6 OF 7




OVERALL PARCEL
(16.328 ± ACRES)

STORMWATER
EASEMENT "B"
(1.927 ± ACRES)

25' WIDE
DRAINAGE EASEMENT G
O.R. 0550, PG. 1737

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