

PREPARED BY:
Michael D. Chiumento III, Esq.
Chiumento Selis Dwyer, PL
145 City Place
Suite 301
Palm Coast, FL 32164

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

ESSENTIALLY BUILT-OUT AGREEMENT
PURSUANT TO SECTION 380.06(15)(G)(4), FLORIDA STATUTES
GRAND HAVEN DRI

THIS ESSENTIALLY BUILT-OUT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2014 (the “Effective Date”) by and among **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation (the “City”) of 160 Cypress Point Parkway, Ste. B-106, Palm Coast, FL 32164, **GRAND HAVEN PROPERTIES, LLC**, a Florida limited liability company (“Grand Haven”) of 7 Sandpiper Court, Palm Coast, FL 32137, and the **FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**, an agency of the State of Florida (“Department”) of 107 East Madison Street, Caldwell Building, Tallahassee, FL 32399-4120.

RECITALS

- A. Grand Haven Properties, LLC (“Grand Haven”) is the applicant and successor developer of Grand Haven Development of Regional Impact (“DRI”), which includes the real property described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”).
- B. Grand Haven is the applicant for this Essentially Built-Out Agreement, pursuant to Section 380.06(15)(g)(4), Florida Statutes.

The terms and conditions for development of the Property are memorialized in Flagler County Resolution 89-6 as the Grand Haven DRI Development Order dated October 3, 1988, as amended by Flagler County Resolution No(s). 94-27, 97-07, 97-54 and 98-65 along with The City of Palm Coast Ordinances No(s). 2001-33 and 2003-30 and Resolution 2001-33 (collectively referred to herein as the “Development Order”). **NOW, THEREFORE**, for and in

consideration of the sum of Ten Dollars and No/100s (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **DRI Essentially Built Out.** Subsection 380.06(15)(g)(4), Florida Statutes (2011), states that a project may be determined to be essentially built out through an agreement executed by the developer, the state land planning agency, and the local government. Such agreement can allow certain development to continue without further DRI review subject to the local government comprehensive plan and land development regulations. The parties hereto acknowledge and agree that the proper parties to this Agreement are Grand Haven Properties, LLC, as the applicant and developer of the Grand Haven DRI, the Florida Department of Economic Opportunity as the state land planning agency, and the City of Palm Coast as the local government that adopted the original Development Order that was approved by Flagler County, and all amendments thereto. The parties have determined that all mitigation requirements in the Development Order that have been satisfied. All developers are in compliance with all applicable terms and conditions of the Development Order except the build-out date, and the Department and the City have agreed that the amount of development to be built does not create the likelihood of any additional regional impact not previously reviewed. Therefore, the parties hereto agree that the Grand Haven DRI is essentially built out and that Grand Haven, and their successors and assigns, have fully satisfied any and all obligations under the Development Order, except to the extent defined herein. The build-out date for the Grand Haven DRI shall be the Effective Date of this Agreement. After the build-out date, no property owner within the DRI shall be required to file an annual report pursuant to Section 380.06(18), Florida Statutes.
3. **Future Development.**
 - a. Notwithstanding the fact that the Grand Haven DRI has been determined to be essentially built, the City will continue to issue building permits to property owners with remaining entitled units, pursuant to subsection 380.06(15)(g)(4), Florida

Statutes, including the following (which shall be referred to collectively herein as the “Future Development”):

- i. Parcel K: An un-platted parcel of land within the DRI (**Exhibit “B”**) may be developed into: Four (4) single family detached residential units, or club related amenities without further review under § 380.06, F.S., but subject to the Palm Coast Comprehensive Plan and Unified Land Development Code.
- ii. Commercial Parcels (Exhibit “C”): The commercial parcels in the Grand Haven DRI may be developed as neighborhood commercial retail not to exceed 85,000 sq. ft. Parcel B is further limited not to exceed 74,000 square feet.
- iii. Parcels 17-11-31-0000-01031-0000 & 17-11-31-0000-01030-0000 as legally described in Exhibit “D” are hereby removed from the DRI boundaries.
- iv. Owners of lots that are platted as of the Effective Date hereof shall be vested from concurrency, but subject to the Palm Coast Unified Land Development Code and Grand Haven MPD.
- v. The foregoing recognition of Future Development does not exempt such development from compliance with the Palm Coast Unified Land Development Code, and the payment of impact fees, development review fees, building permit fees, inspection fees and other fees and costs required by the City pursuant to its Code of Ordinances.
- vi. Map “H” of the DRI DO is amended by this Agreement and attached hereto as **Exhibit “E”**.
- vii. Notwithstanding the Future Development permitted by this Agreement, the maximum traffic permitted to be granted by the Grand Haven DRI shall not exceed the currently permitted maximum daily trips of 16,911 daily trips.
- viii. Consistent with the City’s Comprehensive Plan and the Grand Haven PUD Agreement (still subject to approval), no more than 1905 residential units may be constructed.
- ix. On or about February 18, 2014 the Lassiter Transportation Group, Inc., submitted the Grand Haven DRI Closeout Technical Memorandum “Lassiter

Report” which is incorporated herein by reference as demonstrated by the Lassiter Report.

- a. All DRI transportation mitigation requirements have been satisfied.
 - b. No traffic signal at North Waterside Parkway and Colbert Lane is warranted so long as development on the commercial parcel does not exceed 74,000 square feet.
 - b. In the event that development in excess of the Future Development (as defined in paragraph 3.a. of this Agreement) is requested, such additional development shall be required to comply with the provisions of the City of Palm Coast Comprehensive Plan and the City of Palm Coast Land Development Code as it exists at the time of application. Any such development shall be subject to payment of impact fees, development review fees, building permit fees, inspection fees and other fees and costs required by the City pursuant to its Code of Ordinances.
 - c. Nothing contained herein shall affect the validity or enforceability of subdivision covenants, conditions and restrictions that may be recorded against title to various parcels within the Property.
4. **Guaranty Agreements.** Because the Grand Haven DRI has been determined to be essentially built out and all concurrency and other mitigation requirements in the Development Order that have been triggered and satisfied, the City agrees Grand Haven is released from any and all obligations and liabilities thereunder and under the Development Order including, but not limited to, any and all improvements.
 5. **Concurrency.** Because Grand Haven has completed the Development Order, concurrency and other mitigation obligations are satisfied for 1905 dwelling units and 85,000 square feet of commercial. Therefore, the City hereby agrees that Grand Haven and its successors or assigns are vested and all public facility concurrency requirements set forth in Florida law and City ordinance are satisfied. However, school concurrency for dwelling units over 1,901 must be in compliance with the Interlocal Agreement for Public School Facility Planning, approved July 2008.
 6. **Legal Authority.** Section 380.06(15)(g)(4), Florida Statutes, gives the City, as the local government that approved the resolutions creating and then amending the Grand Haven DRI, and the Department the authority to determine that the DRI is essentially built out.

7. Grand Haven asserts and warrants that, to best of its knowledge, all of the representations and statements made as set forth in this Agreement are true, accurate and complete. Based upon such representations and statements, the Department concludes that this Agreement is in the best interest of the State, is necessary and beneficial to the Department in its role as the state agency with the responsibility for the administration and enforcement of Chapter 380, F.S., and reasonably applies and effectuates the provisions and purposes of Chapter 380. F.S.
8. In the event of a breach of this Agreement or failure to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, the Department or the City may terminate this Agreement or file suit to enforce this Agreement as provided in § 380.06 and 380.11, F.S.
9. Nothing in this Agreement shall constitute a waiver by any party of the right to appeal any development order pursuant to § 380.07, F.S., except as acknowledged herein.
10. Nothing contained herein shall exempt any proposed new development from complying with the state guidelines and standards used to determine whether a development must undergo DRI impact review pursuant to § 380.06(2), F.S.
11. This Agreement affects the rights and obligations of the parties under Chapter 380, F.S. It is not intended to determine or influence the authority or decisions of any other state or local government or agency in issuance of any other permits or approvals which might be required by state law or local ordinance for any development authorized by this Agreement. This Agreement shall not prohibit the regional planning agency from commenting on any regional issue.
12. **Remedies.** Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other parties and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief.
13. **Binding Effect.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The City shall record this Agreement in the Official Records of Flagler County, Florida, at the expense of Grand Haven and shall provide Grand Haven with a copy of the recorded Agreement, including Book and Page number, within two (2) weeks of the date of execution of this Agreement.

14. **Applicable Law; Jurisdiction and Venue.** This Agreement and the rights and obligations of the parties hereto shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Flagler County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, FL 32137

With a copy to:

Catherine Reischmann, Esq.
Brown Garganese Weiss & D'Agresta
111 N. Orange Ave., Suite 2000
Orlando, FL 32801-2327

For Grand Haven:

James Cullis
5 Sandpiper Court
Palm Coast, FL 32137

With a copy to:

Michael D. Chiumento III
Chiumento Selis Dwyer, PL
145 City Place, Suite 301
Palm Coast, FL 32164

For the Department:

Ray Eubanks
Plan Review Administrator
Florida Department of Economic
Opportunity
107 East Madison Street
Caldwell Building
Tallahassee, FL 32399-4120

16. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. **Release; Costs and Attorney's Fees.** Each party hereto releases the others from any and all claims or demands arising out of the subject matter of this Agreement. Each party shall bear its own costs and attorney's fees incurred in connection with this matter.
18. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision of this Agreement.
19. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.
20. **Amendments.** This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of Florida Statutes and applicable Ordinances.
21. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other parties in order to carry out the intent of and give effect to this Agreement, including the amendments to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day and year set forth in the preamble hereto.

Passed and Duly Adopted by the City Council of the City of Palm Coast, this ____ day of _____, 201__.

City of Palm Coast, Florida

By: _____
Jon Netts, Mayor

ATTEST:

By: _____
Virginia A. Smith, City Clerk

Signed, sealed and delivered
in the presence of:

GRAND HAVEN PROPERTIES, LLC,
a Florida limited liability company

Printed Name: _____

By: _____
James T. Cullis, Manager

Printed Name: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by James T. Cullis, Manager, **GRAND HAVEN PROPERTIES, LLC**, a Florida limited liability company, on behalf of the Company.

Notary Public, State of Florida
Printed Name: _____
My Commission Number: _____

The Department agrees that: pursuant to City of Palm Coast Resolution _____ adopted _____ 2014, notice of this Essentially Built-Out Agreement was given to affected owners and developers in the Grand Haven DRI; a public hearing was held on _____, 2014; the Grand Haven DRI is essentially built out pursuant to Section 380.06(15)(g)(4), Florida Statutes; all mitigation for existing development has been satisfied and mitigation for remaining development will be satisfied in accordance with the terms of the Essentially Built-Out Agreement; Grand Haven and its successors in interest are hereby release of all obligations under the Development Order. The foregoing recitations are within the Department's purview under Part I of Chapter 380, Florida Statutes.

The Grand Haven DRI is approved for 1,905 residential units of which 1,901 are developed and 280 units remain to be developed. In addition, the DRI is approved for 85,000 square feet of commercial development, all of which remains to be developed.

The Department did not participate in the joint preparation of the Essentially Built-Out Agreement and takes no position in agreement or disagreement with the remainder of the Agreement, which sections were outside of the Department's statutory purview.

Signed, sealed and delivered
in the presence of:

**FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY**, an
agency of the State of Florida

By: _____

Printed Name: _____

Print Name: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____ as _____ of the FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, an agency of the State of Florida, on behalf of the Agency.

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____
My Commission Number: _____

EXHIBIT "A"
[PROPERTY-LEGAL DESCRIPTION]

EXHIBIT "A"
LEGAL DESCRIPTION

(As recorded in Flagler Co. OR Book 809, Pgs. 450-462)

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 1 Corporate Drive, Palm Coast, Florida.
Date; January 3, 2000.

Parcel 532.

DESCRIPTION:

A parcel of land lying North of Colbert Lane (R/W varies) being a portion of Government Sections 9, 16 and 48, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows;

The POINT OF BEGINNING being the intersection of the East Line of Section 48, with the South Line of Section 9, Township 11 South, Range 31 East, thence North 89°51'06" East along the South Line of Section 9 a distance of 877.64 feet, thence departing said South Line of Section 9 North 24°52'09" East a distance of 863.73 feet, thence South 00°38'21" East a distance of 202.21 feet, thence South 24°52'09" West a distance of 377.56 feet to the southwest corner of county park lands recorded in Official Records Book 571, Pages 1946 through 1948, of the Public Records of Flagler County, Florida, thence South 65°07'51" East a distance of 40.78 feet to a point on the westerly right-of-way line of the access road to the County Park, said point being on a curve, concave Westerly, thence along said right-of-way line the following courses, Southerly a distance of 164.31 feet along the Arc of said curve to the right having a central angle of 18°06'14", a radius of 520.00 feet, a chord bearing of South 21°54'01" West and a chord distance of 163.62 feet to a point of tangency, thence South 30°57'08" West a distance of 80.47 feet to a point of curvature, concave Easterly, thence Southwesterly a distance of 163.62 feet along the arc of said curve to the left having a central angle of 26°47'07", a radius of 350.00 feet, a chord bearing of South 17°33'34" West and a chord distance of 162.14 feet to a point of tangency, thence South 04°10'00" West a distance of 40.75 feet to a point of curvature, concave Westerly, thence Southerly a distance of 107.91 feet along the arc of said curve to the right having a central angle of 16°42'37", a radius of 370.00 feet, a chord bearing of South 12°31'19" West and a chord distance of 107.53 feet to a point of tangency, thence South 20°52'37" West a distance of 24.16 feet to a point of curvature, concave Easterly, thence Southerly a distance of 79.47 feet along the arc of said curve to the left having a central angle of 40°39'21", a radius of 112.00 feet, a chord bearing of South 00°32'57" West and a chord distance of 77.82 feet to a point of tangency, thence South 19°46'43" East a distance of 88.68 feet to a point of curvature, concave Northeasterly, thence Southerly a distance of 33.91 feet along the arc of said curve to the left having a central angle of 05°53'15", a radius of 330.00 feet, a chord bearing of South 22°43'21" East and a chord distance of 33.89 feet to a point of tangency, thence South 25°39'58" East a distance of 429.21 feet to a point of curvature, concave Southwesterly, thence Southeasterly a distance of 60.34 feet along the arc of said curve to the right having a central angle of 03°33'51", a radius of 970.00 feet, a chord bearing of South 23°53'02" East and a chord distance of 60.33 feet to a point of tangency, thence South 22°06'06" East a distance of 58.92 feet to a point of curvature, concave Westerly, thence Southerly a distance of 167.08 feet along the arc of said curve to the right having a central angle of 35°27'17", a radius of 270.00 feet, a chord bearing of South 04°22'28" East and a chord distance of 164.42 feet to a point of tangency, thence South 13°21'10" West a distance of 81.84 feet to a point of curvature, concave Easterly, thence Southerly a distance of 325.20 feet along the arc of said curve to the left having a central angle of 39°38'36", a radius of 470.00 feet, a chord bearing of South 06°28'08" East and a chord distance of 318.75 feet to a point of tangency, thence South 26°17'26" East a distance of 96.92 feet to a point of curvature, concave Westerly, thence Southeasterly a distance of 25.14 feet along the arc of said curve to the right having a central angle of 72°01'32", a radius of 20.00 feet, a chord bearing of South 09°43'20" West and a chord distance of 23.52 feet to a point of tangency,

Exhibit "A"

thence South 45°44'06" West a distance of 21.53 feet to a point on a non-tangent curve, concave Southwesterly, thence departing the County Park access road right-of-way, Northwesterly along the northerly right-of-way line of Colbert Lane a distance of 1237.21 feet along the Arc of said curve to the left having a central angle of 50°38'01", a radius of 1400.00 feet, a chord bearing of North 55°59'51" West and a chord distance of 1197.35 feet to a point of tangency, thence North 81°18'52" West along said right-of-way a distance of 820.96 feet to a point of curvature, concave Southerly, thence Westerly a distance of 423.04 feet along the arc of said curve to the left having a central angle of 11°45'58", a radius of 2060.00 feet, a chord bearing of North 87°11'51" West and a chord distance of 422.30 feet to the point of intersection with a non-tangent line, thence departing Colbert Lane North 06°54'56" East along the center of a 80' wide drainage easement recorded in Official Records Book 549, Pages 991 through 1047, of the Public Records of Flagler County, Florida, a distance of 616.73 feet, thence North 12°09'00" West a distance of 238.98 feet, thence North 53°08'51" West a distance of 56.64 feet, thence departing said center of drainage easement North 89°59'48" East along the South Line of lands recorded in Official Records Book 569, Pages 759 through 761 a distance of 984.24 feet to the POINT OF BEGINNING.

Subject to an existing access easement recorded in Official Records Book 569, Pages 764 through 765, of the Public Records of Flagler County, Florida;

Subject to an existing drainage easement recorded in Official Records Book 549, Pages 991 through 1047, of the Public Records of Flagler County, Florida;

Subject to a drainage easement lands recorded in Official Records Book 575, Pages 20 through 41, of the Public Records of Flagler County, Florida.

The above description being accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 49.8858 acres more or less.

Bearings refer to the Mercator Grid System of the East zone of Florida and locally referenced to the South line of Government Section 9, Township 11 South, Range 31 East, at the first course from the POINT OF BEGINNING being North 89°51'06" East.

TOGETHER WITH RESERVED RIGHTS ASSIGNED TO GRANTOR PURSUANT TO ASSIGNMENT OF RESERVED RIGHTS DATED DECEMBER 10, 1997 AND RECORDED IN OFFICIAL RECORDS BOOK 602, PAGE 53, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS SAME PERTAINS TO THE ABOVE DESCRIBED PROPERTY.

OFF REC 0809 PAGE 0453



SCALE:
1" = 500 FEET

COUNTY PARK

SM/D 11/13/96
POH TO FND
ORB 569, P. 759-761
ACCESS ESMT
ORB 569, P. 764-765

CENTER OF 80'
DRAINAGE EASEMENT
ORB 549, P. 991-1041
(PAGES 1034-1035)

POINT OF
BEGINNING

INTERSECTION OF THE
EAST LINE OF SECTION 48,
WITH THE SOUTH LINE
IN SECTION 9.

N53°08'51"W 56.24'
F.I.N.D.

N89°59'48"E 984.24'

877.64'

N89°51'06"E

16

ORB 553,
P. 1539-1840, FLAGLER
COUNTY, FLORIDA

UNPLATTED
PARCEL 532
49.8858 Ac

ACCESS ROAD
TO PARK
CR/D POH TO FLAG COUNTY
ORB 581, PAGES 1517-1519

COLBERT EXL
ORB 453, P. 916-944

150' WIDE
EASEMENT FOR
FUTURE DRAINAGE

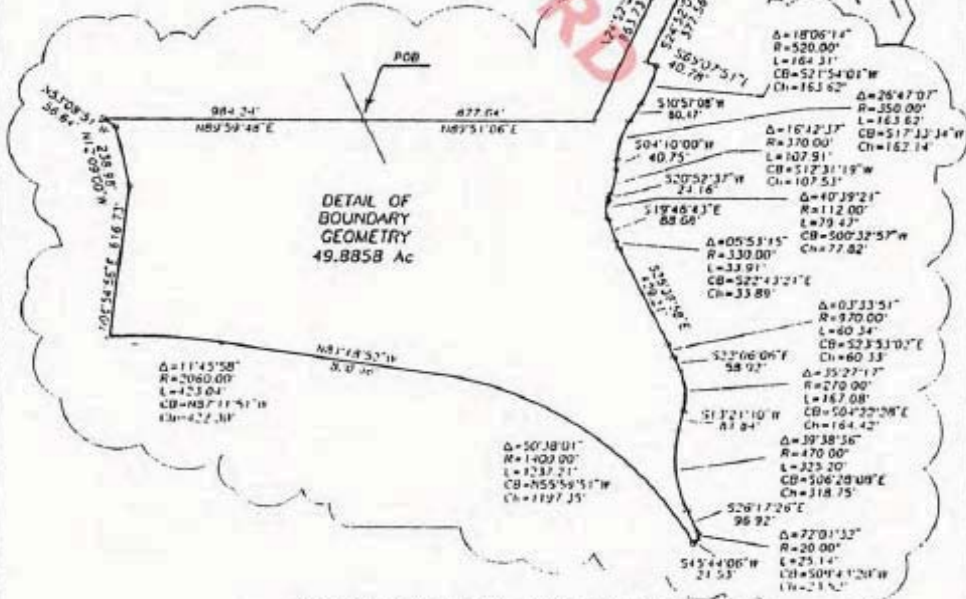
N81°18'52"W 870.98'

COLBERT LANE

S63°03'37"W
154.41'

COLBERT LANE
BENEFITED LANDS
ASSESSMENT AREA
MO 29, PAGES 35-62

150' WIDE
EASEMENT FOR
FUTURE DRAINAGE



SKETCH OF LEGAL DESCRIPTION

PARCEL WITHIN SECTIONS 9, 16 AND 48, TOWNSHIP 11 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

01/03/2009
LM532-02.DWG

EXHIBIT A

PARCEL 532.02

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 1 Corporate Drive, Palm Coast, Florida.

Date; December 16, 1999.

Parcel 505, lands East of Palm Coast Section "81-M".

DESCRIPTION:

A parcel of land being a portion of Reserved Parcel "M-4" and a portion of Reserved Parcel "M-5" according to the Subdivision Plat Bernard Meadows Section 81(M), recorded in Map Book 27, Pages 60 and 61, of the Public Records of Flagler County, Florida, together with a Parcel of land lying within Government Sections 16, 17, 21, 42 and 48, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows;

A POINT OF BEGINNING being the northwest corner of Lot 1, Block 80, of the Subdivision Plat Bernard Meadows Section 81(M), recorded in Map Book 27, Pages 60 and 61, of the Public Records of Flagler County, Florida, thence North 26°00'00" West a distance of 80.00 feet, thence North 64°00'00" East along the northerly line of Reserved Parcel "M-5" a distance of 425.00 feet, thence North 26°00'00" West a distance of 859.11 feet to a point of curvature, thence 336.48 feet along the arc of a curve to the right, (concave EASTERLY), having a central angle of 28°21'06", a radius of 680.00 feet, a chord bearing of North 11°49'27" West and a chord distance of 333.06 feet to a point of tangency, thence South 87°38'54" East a distance of 237.44 feet, thence North 61°30'00" East a distance of 158.08 feet to a point on the East Line of Section 42, thence North 25°44'16" West along said East Line of Section 42 a distance of 709.44 feet, thence departing Section 42 North 61°30'00" East a distance of 563.79 feet to a point on the boundary of Storm Water Retention (SWR) Parcel "D", recorded in Official Records Book 591, Pages 788 through 832, of the Public Records of Flagler County, Florida, thence South 38°19'31" East a distance of 18.93 feet, thence North 27°39'04" East a distance of 146.19 feet to a point on the westerly right-of-way line of the Colbert Lane Bike Path Lands recorded in Official Records Book 474, Pages 820 through 823, of the Public Records of Flagler County, Florida, said point being on a curve, thence southeasterly 355.39 feet along the arc of a curve to the left (concave northeasterly) having a central angle of 12°25'25", a radius of 1639.00 feet, a chord Bearing of South 64°48'09" East and a chord distance of 354.70 feet, thence departing Bike Path lands South 18°39'50" West along boundary of SWR Parcel "E" a distance of 112.58 feet, thence South 72°43'51" East a distance of 33.63 feet, thence North 76°59'06" East a distance of 36.58 feet, thence North 18°02'18" East a distance of 93.44 feet to a point on said bike path right-of-way, said point being on a curve, thence southeasterly 361.82 feet along the arc of a curve to the left (concave northerly) having a central angle of 12°38'54", a radius of 1639.00 feet, a chord Bearing of South 79°34'01" East and a chord distance of 361.08 feet, thence South 02°38'48" West a distance of 123.69 feet to the southwest corner of SWR Parcel "F", thence South 88°01'34" East a distance of 64.08 feet, thence North 01°19'32" East a distance of 122.55 feet to a point on the southerly line of a 15' wide strip of land owned by Flagler County for the Colbert Lane Bike Path recorded in Official Records Book 474, Pages 820 through 823, said point being on a curve, thence easterly 352.70 feet along the arc of a curve to the left, (concave northerly), having a central angle of 12°19'46", a radius of 1639.00 feet, a chord bearing of North 85°48'10" East and a chord distance of 352.02 feet to a point, thence departing said curve South 10°57'04" East a distance of 126.79 feet to the southwest corner of SWR Parcel "G", thence North 78°51'08" East a distance of 60.94 feet, thence North 10°16'19" West a distance of 127.13 feet to a point on the southerly line of said 15' wide bike path land, said point being on a curve, thence easterly 358.26 feet along the arc of a curve to the left, (concave northerly), having a central angle of 12°31'27", a radius of 1639.00 feet, a chord bearing of North 71°11'35" East and a chord distance of 357.55 feet to a point, thence departing said bike path land South 27°21'21" East a distance of 116.41 feet to the southwest corner of SWR Parcel "H", thence North 62°52'56" East a distance of 65.27 feet, thence North 27°45'32" West a distance of 115.34 feet, thence North 63°03'38" East a distance of 333.71 feet, thence South 25°34'18" East a distance of 32.33 feet to the southwest corner of SWR Parcel "I",

thence North 64°13'10" East a distance of 53.46 feet, thence North 23°51'00" West a distance of 33.45 feet, thence North 63°03'38" East a distance of 363.38 feet, thence South 18°47'24" East a distance of 110.94 feet to the southwest corner of Storm Water Pond "J", thence North 67°43'35" East a distance of 61.72 feet, thence North 18°51'38" West a distance of 116.00 feet, thence North 63°03'38" East a distance of 127.04 feet to a point of curvature, thence 184.41 feet along the arc of a curve to the right, (concave southeasterly), having a central angle of 05°29'20", a radius of 1925.00 feet, a chord bearing of North 65°48'18" East and a chord distance of 184.34 feet to a point of tangency, thence South 17°41'25" East a distance of 37.66 feet to a point being the southwest corner of SWR Parcel "K", thence North 75°52'12" East a distance of 65.80 feet, thence North 20°09'08" West a distance of 44.91 feet to a point on the southerly line of said 15' wide strip of land for Bike Path, said point being on a curve, thence easterly 57.70 feet along the arc of a curve to the right, (concave southeasterly), having a central angle of 01°43'02", a radius of 1925.00 feet, a chord bearing of North 71°18'27" East and a chord distance of 57.69 feet to a point of tangency, thence departing said Bike Path Land South 45°56'21" East a distance of 334.20 feet, thence South 21°17'54" East a distance of 187.00 feet, thence South 58°35'11" East a distance of 254.69 feet, thence South 39°18'25" East a distance of 235.89 feet, thence South 18°37'46" East a distance of 297.68 feet, thence South 59°32'23" East a distance of 212.76 feet, thence South 22°46'29" East a distance of 350.93 feet, thence South 19°36'23" East a distance of 357.96 feet, thence South 27°26'21" West a distance of 455.18 feet, thence South 27°59'07" East a distance of 476.79 feet, thence South 65°24'14" West a distance of 164.04 feet, thence South 00°05'59" East a distance of 327.26 feet, thence North 89°53'38" West a distance of 889.47 feet, thence South 31°07'01" West a distance of 1485.39 feet, thence South 16°28'04" West a distance of 397.93 feet, thence South 64°41'17" West a distance of 710.73 feet to a point on the East Line of Government Section 50, thence North 25°18'43" West a distance of 208.36 feet to the Southeast corner of Government Section 42, Township 11 South, Range 31 East, thence North 25°44'16" West along the East Line of Section 42 a distance of 2004.38 feet, thence departing said East Line of Section 42 South 64°00'00" West a distance of 441.10 feet, thence North 26°00'00" West a distance of 150.00 feet, thence South 64°00'00" West a distance of 300.00 feet, thence North 26°00'00" West along the West line of Reserved Parcel "M-4" a distance of 300.00 feet, thence South 64°00'00" West a distance of 125.00 feet to the POINT OF BEGINNING.

Subject to a temporary drainage easement agreement with Flagler County, recorded in Official Records Book 575, Pages 20 through 33, of the Public Records of Flagler County, Florida,

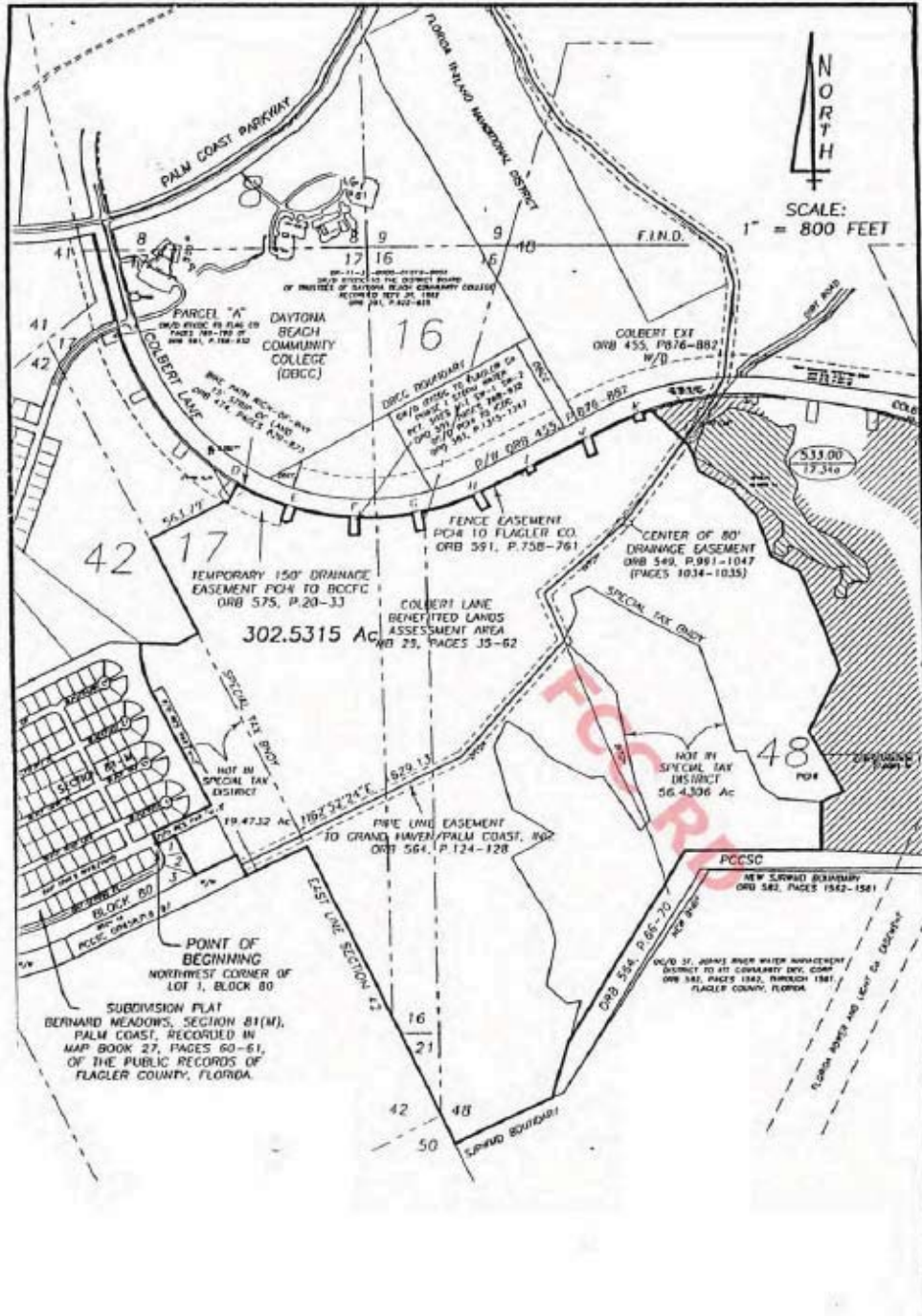
Subject to drainage easement recorded in Official Records Book 549, Pages 991 through 1047, of the Public Records of Flagler County, Florida.

Subject to Utility/Pipeline easement recorded in Official Records Book 564, Pages 124 through 128, of the Public Records of Flagler County, Florida.

The above description accompanied by an informational drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 302.5315 acres more or less.

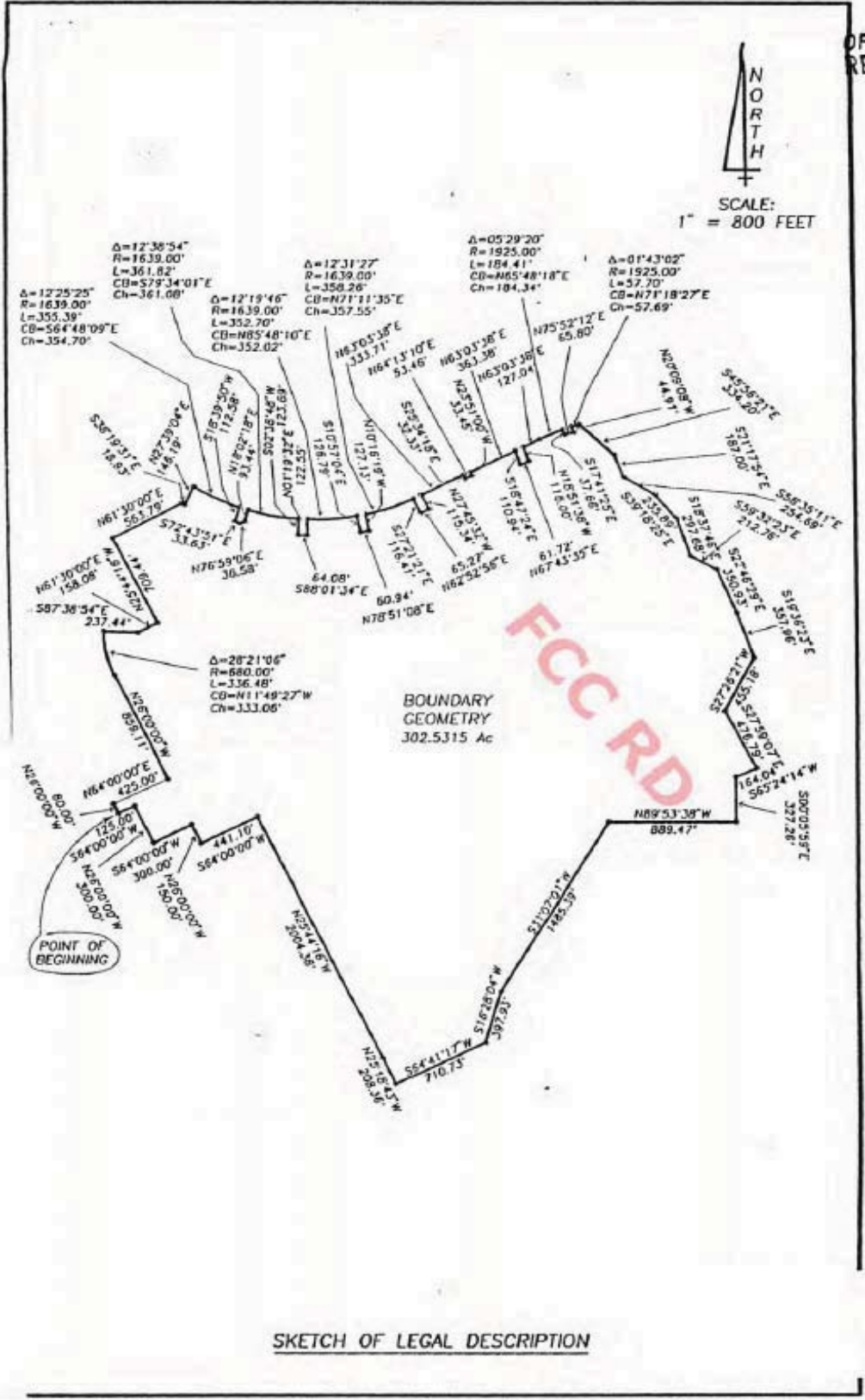
Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the East line of Government Section 42, Township 11 South, Range 31 East, being North 25°44'16" West.



SKETCH OF LEGAL DESCRIPTION

PARCEL LYING WITHIN GOVERNMENT SECTIONS 16, 17, 21, 42 AND 48,
 TOWNSHIP 11 SOUTH, RANGE 31 EAST,
 ALSO A PORTION OF RESERVED PARCEL "M-5",
 ACCORDING TO THE SUBDIVISION PLAT BERNARD MEADOWS SECTION 81-M,
 RECORDED IN MAP BOOK 27, PAGES 60 AND 61,
 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

7/15/1999
 4505NEW.DWG



A PART OF SECTIONS 9, 10, 15, 16, 21, 22, 27 AND 48, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH $89^{\circ}53'02''$ EAST ALONG THE NORTHERLY LINE OF SAID SECTION 15, A DISTANCE OF 1225.58 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY (A 500 FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH $22^{\circ}41'30''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 328.19 FEET; THENCE NORTH $67^{\circ}18'30''$ EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY MEAN HIGH WATER LINE OF THE INTRACOASTAL WATERWAY, A DISTANCE OF 132.93 FEET; THENCE ALONG SAID MEAN HIGH WATER LINE RUN THE FOLLOWING SEVENTEEN COURSES: COURSE NO. 1) SOUTH $26^{\circ}51'40''$ EAST, A DISTANCE OF 359.30 FEET; COURSE NO. 2) SOUTH $38^{\circ}04'44''$ EAST, A DISTANCE OF 123.23 FEET; COURSE NO. 3) SOUTH $21^{\circ}24'08''$ EAST, A DISTANCE OF 1172.88 FEET; COURSE NO. 4) SOUTH $30^{\circ}39'43''$ EAST, A DISTANCE OF 162.75 FEET; COURSE NO. 5) SOUTH $22^{\circ}30'52''$ EAST, A DISTANCE OF 3805.01 FEET; COURSE NO. 6) SOUTH $22^{\circ}41'29''$ EAST, A DISTANCE OF 2624.91 FEET; COURSE NO. 7) SOUTH $89^{\circ}06'31''$ WEST, A DISTANCE OF 18.85 FEET; COURSE NO. 8) SOUTH $23^{\circ}23'12''$ EAST, A DISTANCE OF 111.97 FEET; COURSE NO. 9) SOUTH $28^{\circ}12'48''$ EAST, A DISTANCE OF 48.85 FEET; COURSE NO. 10) SOUTH $26^{\circ}02'18''$ EAST, A DISTANCE OF 21.71 FEET; COURSE NO. 11) SOUTH $37^{\circ}37'19''$ EAST, A DISTANCE OF 84.81 FEET; COURSE NO. 12) SOUTH $51^{\circ}19'24''$ EAST, A DISTANCE OF 68.53 FEET; COURSE NO. 13) SOUTH $42^{\circ}44'07''$ EAST, A DISTANCE OF 85.00 FEET; COURSE NO. 14) SOUTH $50^{\circ}50'16''$ EAST, A DISTANCE OF 109.04 FEET; COURSE NO. 15) SOUTH $55^{\circ}04'43''$ EAST, A DISTANCE OF 77.74 FEET; COURSE NO. 16) SOUTH $45^{\circ}08'46''$ EAST, A DISTANCE OF 50.57 FEET; COURSE NO. 17) SOUTH $44^{\circ}08'25''$ EAST, A DISTANCE OF 49.99 FEET;

THENCE SOUTH $11^{\circ}17'51''$ EAST LEAVING SAID WESTERLY MEAN HIGH WATER LINE AND ALONG THE WESTERLY LINE OF A COUNTY PARK, A DISTANCE OF 983.80 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH PARK ROAD (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH PARK ROAD RUN THE FOLLOWING THIRTEEN COURSES: COURSE NO. 1) SOUTH $82^{\circ}14'59''$ WEST, A DISTANCE OF 247.62 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET; COURSE NO. 2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 297.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $39^{\circ}35'03''$ WEST AND A CHORD DISTANCE OF 271.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3) SOUTH $03^{\circ}04'52''$ EAST, A DISTANCE OF 1035.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET COURSE NO. 4) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN DISTANCE OF 147.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $12^{\circ}27'57''$ EAST AND A CHORD DISTANCE OF 146.76 FEET TO THE POINT

OF TANGENCY OF SAID CURVE; COURSE NO. 5) SOUTH 21°51'02" EAST, A DISTANCE OF 205.91 FEET; COURSE NO. 6) SOUTH 68°08'58" WEST, A DISTANCE OF 35.00 FEET; COURSE NO. 7) SOUTH 21°51'02" EAST, A DISTANCE OF 149.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 665.00 FEET; COURSE NO. 8) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°30'12" EAST AND A CHORD DISTANCE OF 216.01 FEET TO A POINT ON SAID CURVE; COURSE NO. 9) NORTH 86°50'38" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 690.00 FEET; COURSE NO. 10) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 949.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°17'08" WEST AND A CHORD DISTANCE OF 876.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 11) SOUTH 75°43'39" WEST, A DISTANCE OF 835.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1500.00 FEET; COURSE NO. 12) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1124.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°15'11" WEST AND A CHORD DISTANCE OF 1098.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 13) SOUTH 32°46'44" WEST ALONG SAID RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 635.84 FEET; THENCE NORTH 53°15'58" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 197.21 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2197.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1047.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39°36'09" WEST AND A CHORD DISTANCE OF 1037.93 FEET; THENCE SOUTH 73°47'53" WEST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 427.33 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1346.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°55'35" WEST AND A CHORD DISTANCE OF 1330.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°30'00" EAST, A DISTANCE OF 492.35 FEET; THENCE NORTH 75°29'53" WEST, A DISTANCE OF 121.15 FEET; THENCE SOUTH 59°26'21" WEST, A DISTANCE OF 609.69 FEET; THENCE NORTH 62°39'00" WEST, A DISTANCE OF 326.50 FEET; THENCE NORTH 02°52'36" EAST, A DISTANCE OF 398.50 FEET; THENCE NORTH 28°24'59" WEST, A DISTANCE OF 608.99 FEET; THENCE NORTH 26°52'02" WEST, A DISTANCE OF 589.52 FEET; THENCE NORTH 02°25'26" WEST, A DISTANCE OF 325.80 FEET; THENCE NORTH 02°09'40" EAST, A DISTANCE OF 265.19 FEET; THENCE NORTH 56°01'24" EAST, A DISTANCE OF 277.35 FEET; THENCE NORTH 13°03'42" EAST, A DISTANCE OF 641.60 FEET; THENCE NORTH 26°36'48" EAST, A DISTANCE OF 531.29 FEET; THENCE NORTH 36°19'48" WEST, A DISTANCE OF 891.24 FEET; THENCE NORTH 14°54'05" WEST, A DISTANCE OF 369.42 FEET; THENCE NORTH 12°27'00" EAST, A DISTANCE OF 394.27 FEET; THENCE NORTH 50°48'45" WEST, A DISTANCE OF 474.79 FEET;

THENCE NORTH 16°54'46" WEST, A DISTANCE OF 642.80 FEET; THENCE NORTH 10°18'17" WEST, A DISTANCE OF 1062.13 FEET; THENCE NORTH 05°07'41" EAST, A DISTANCE OF 783.13 FEET; THENCE NORTH 12°19'56" WEST, A DISTANCE OF 783.06 FEET; THENCE NORTH 26°08'05" EAST, A DISTANCE OF 432.32 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE EXTENSION; THENCE NORTH 06°48'22" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 14.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1400.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 521.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°28'23" WEST AND A CHORD DISTANCE OF 518.28 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH PARK ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING EIGHTEEN COURSES: COURSE NO. 1) NORTH 45°44'06" EAST, A DISTANCE OF 37.44 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 80.00 FEET; COURSE NO. 2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 100.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°43'20" EAST AND A CHORD DISTANCE OF 94.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3) THENCE NORTH 26°17'26" WEST, A DISTANCE OF 96.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 410.00 FEET; COURSE NO. 4) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 283.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°28'03" WEST AND A CHORD DISTANCE OF 278.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5) THENCE NORTH 13°21'17" EAST, A DISTANCE OF 81.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 330.00 FEET; COURSE NO. 6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 204.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°22'29" WEST AND A CHORD DISTANCE OF 200.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7) THENCE NORTH 22°06'06" WEST, A DISTANCE OF 58.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1030.00 FEET; COURSE NO. 8) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 64.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°53'03" WEST AND A CHORD DISTANCE OF 64.06 FEET TO THE POINT OF TANGENCY-OF SAID CURVE; COURSE NO. 9) THENCE NORTH 25°39'58" WEST, A DISTANCE OF 429.21 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 270.00 FEET; COURSE NO. 10) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 22°43'23" WEST AND A CHORD DISTANCE OF 27.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 11) THENCE NORTH 19°46'43" WEST, A DISTANCE OF 88.68 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 52.00 FEET; COURSE NO. 12) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°32'55" EAST AND A CHORD DISTANCE OF

36.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 13) THENCE NORTH 20°52'39" EAST, A DISTANCE OF 24.16 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 430.00 FEET; COURSE NO. 14) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°31'19" EAST AND A CHORD DISTANCE OF 124.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 15) THENCE NORTH 04°10'00" EAST, A DISTANCE OF 40.75 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 290.00 FEET; COURSE NO. 16) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 135.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°33'33" EAST AND A CHORD DISTANCE OF 134.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 17) THENCE NORTH 30°57'09" EAST, A DISTANCE OF 80.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 580.00 FEET; COURSE NO. 18) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 170.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 22°31'47" EAST AND A CHORD DISTANCE OF 169.90 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 65°09'24" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 561.48 FEET; THENCE NORTH 23°11'06" EAST, A DISTANCE OF 1138.46 FEET; THENCE SOUTH 66°48'54" EAST, A DISTANCE OF 480.85 FEET; THENCE SOUTH 44°45'53" EAST, A DISTANCE OF 808.00 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE SOUTH 22°41'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 270.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 1126.54 ACRES MORE OR LESS.

SUBJECT TO COLBERT LANE EXTENSION, A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH.

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EXHIBIT "B"
[PARCEL K]

EXHIBIT B
Parcel K

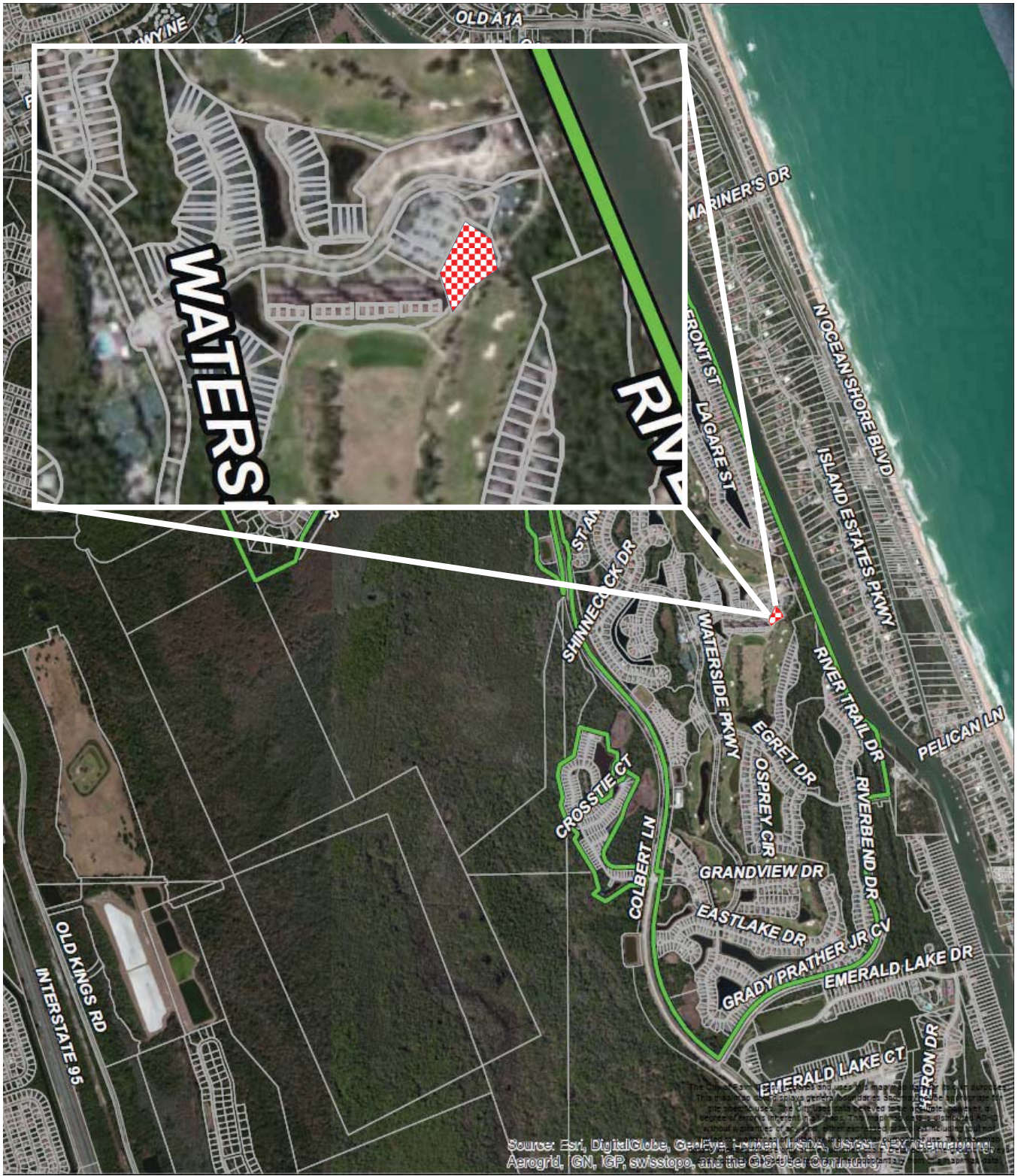


EXHIBIT "C"
[COMMERCIAL PARCELS]

EXHIBIT C
Grand Haven Commercial Parcels
Maximum 85,000 sq.ft.



EXHIBIT "D"

[PARCELS TO BE DELETED FROM DRI]

EXHIBIT D

Parcels to be deleted from Grand Haven DRI

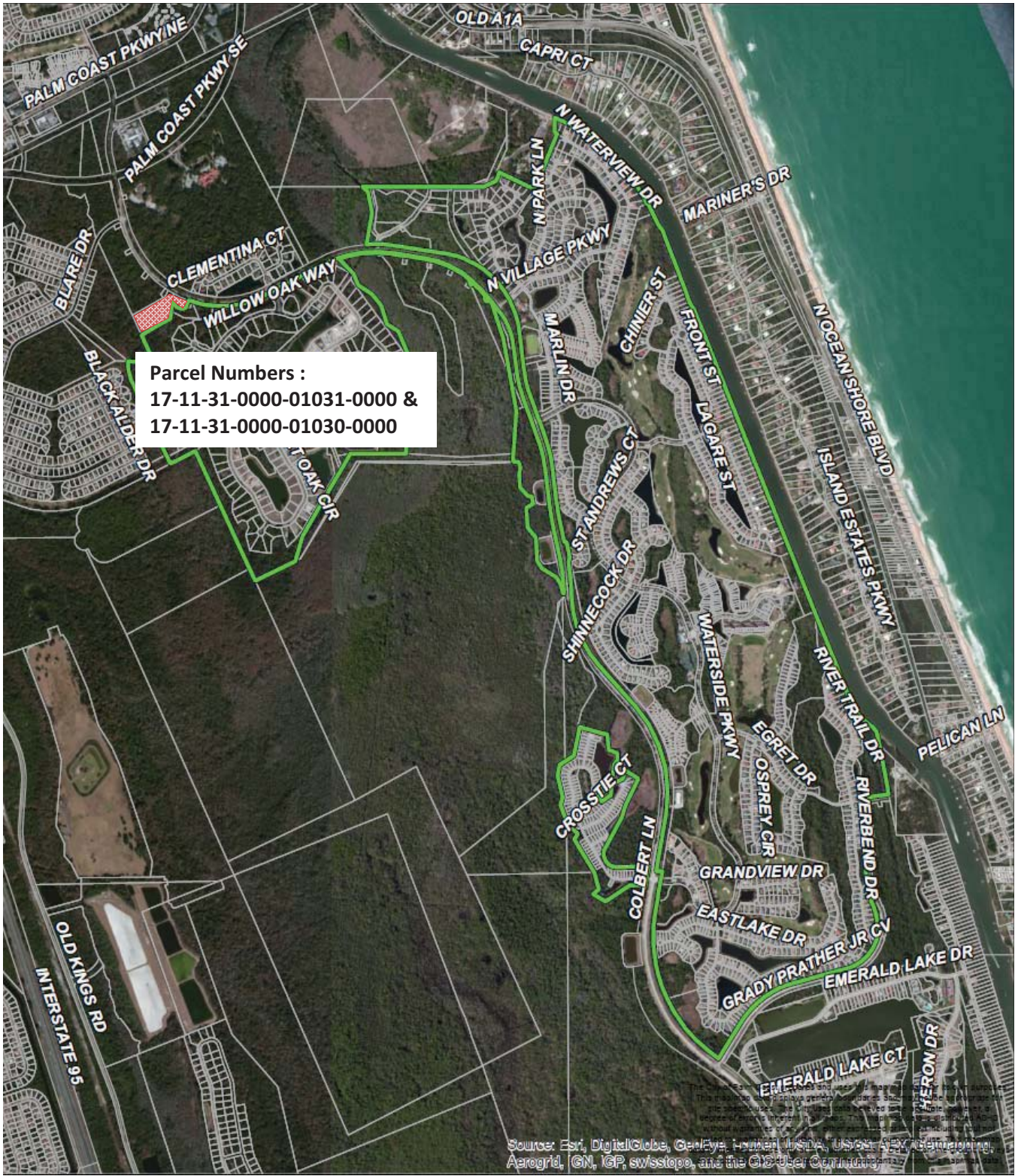
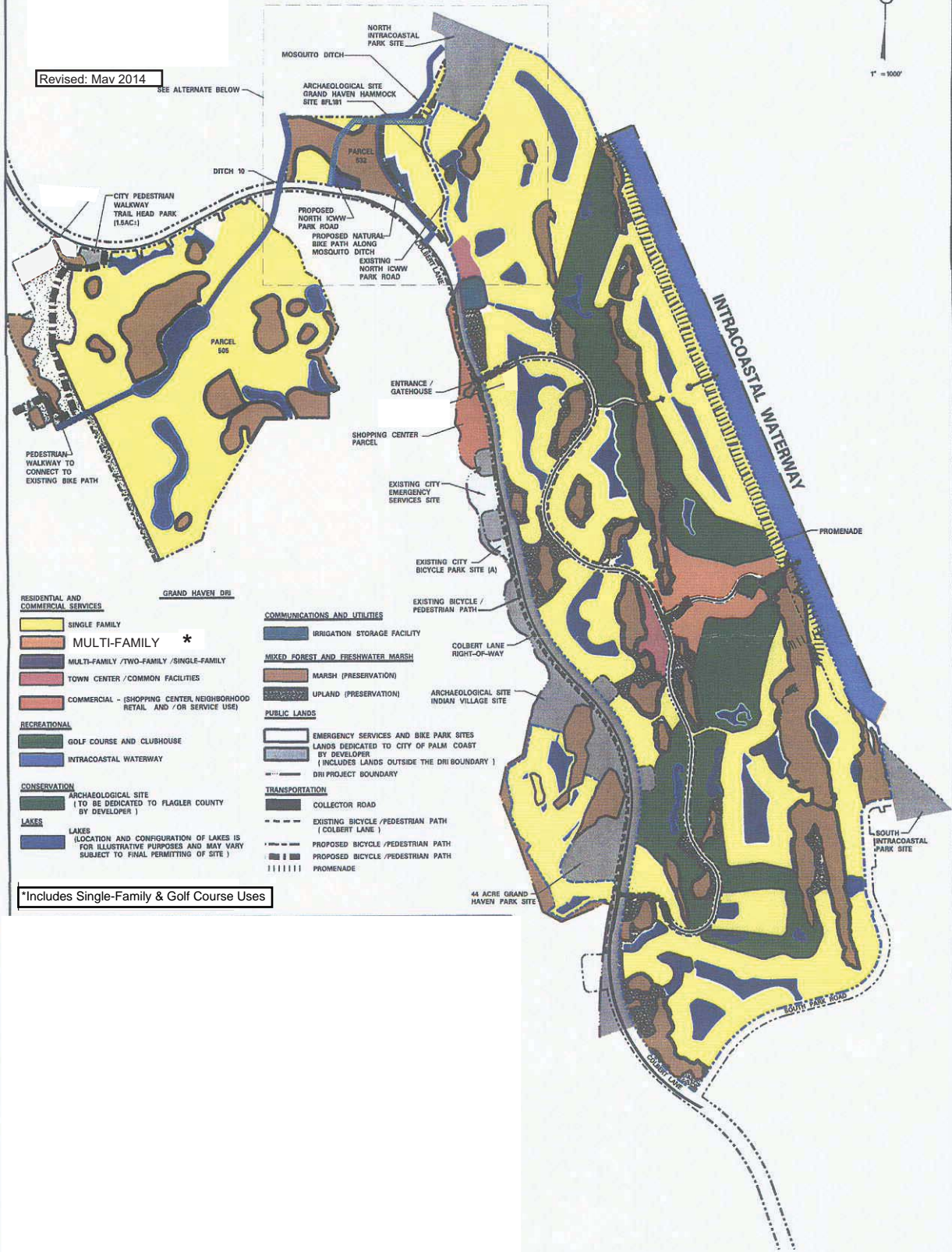


EXHIBIT "E"
[Grand Haven DRI Master Plan Map]

EXHIBIT E - GRAND HAVEN DEVELOPMENT OF REGIONAL IMPACT (DRI) MASTER PLAN MAP

Revised: May 2014

1" = 1000'



- GRAND HAVEN DRI**
- RESIDENTIAL AND COMMERCIAL SERVICES**
- SINGLE FAMILY
 - MULTI-FAMILY *
 - MULTI-FAMILY / TWO-FAMILY / SINGLE-FAMILY
 - TOWN CENTER / COMMON FACILITIES
 - COMMERCIAL - (SHOPPING CENTER, NEIGHBORHOOD RETAIL AND /OR SERVICE USE)
- RECREATIONAL**
- GOLF COURSE AND CLUBHOUSE
 - INTRACOASTAL WATERWAY
- CONSERVATION**
- ARCHAEOLOGICAL SITE (TO BE DEDICATED TO FLAGLER COUNTY BY DEVELOPER)
- LAKES**
- LAKES (LOCATION AND CONFIGURATION OF LAKES IS FOR ILLUSTRATIVE PURPOSES AND MAY VARY SUBJECT TO FINAL PERMITTING OF SITE)
- COMMUNICATIONS AND UTILITIES**
- IRRIGATION STORAGE FACILITY
- MIXED FOREST AND FRESHWATER MARSH**
- MARSH (PRESERVATION)
 - UPLAND (PRESERVATION)
- PUBLIC LANDS**
- EMERGENCY SERVICES AND BIKE PARK SITES
 - LANDS DEDICATED TO CITY OF PALM COAST BY DEVELOPER (INCLUDES LANDS OUTSIDE THE DRI BOUNDARY)
- TRANSPORTATION**
- COLLECTOR ROAD
 - EXISTING BICYCLE / PEDESTRIAN PATH (COLBERT LANE)
 - PROPOSED BICYCLE / PEDESTRIAN PATH
 - PROPOSED BICYCLE / PEDESTRIAN PATH
 - PROMENADE

*Includes Single-Family & Golf Course Uses

44 ACRE GRAND HAVEN PARK SITE



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