

1 WHEREAS, the 2003 ADA was reviewed by the Northeast Florida
2 Regional Council ("NEFRC") as required by Section 380.06,
3 *Florida Statutes*, and the NEFRC recommended that the ADA be
4 approved, with conditions; and

5 WHEREAS, FLC and PCL provided complete copies of the ADA,
6 as amended by ADA First Sufficiency Response and ADA Second
7 Sufficiency Response to the Florida Department of Community
8 Affairs ("DCA"), NEFRC and the City; and

9 WHEREAS, the Palm Coast Park DRI is consistent with the
10 City's Comprehensive Plan; and

11 WHEREAS, pursuant to Section 380.06, *Florida Statutes*, the
12 City Council of the City ("City Council") heard at a public
13 hearing convened on December 7, 2004, the ADA for the Palm
14 Coast Park DRI and afforded the public and all affected parties
15 an opportunity to be heard and to present evidence; and

16 WHEREAS, after such public hearing and in consideration of
17 the recommendations made and submitted to the City Council, the
18 City Council has made certain findings and determinations; as
19 more specifically set forth hereinafter;

20 WHEREAS, Resolution 2004-48 approving the Palm Coast Park
21 ADA and the Palm Coast Park DRI Development Order ("DO") were
22 recorded on December 10, 2004, in Official Records Book 1177,
23 Page 1796, of the Public Records of Flagler County, Florida;

24 WHEREAS, thereafter Resolution 2005-03 providing for
25 clarification of the DO was recorded on March 16, 2005, in

1 Official Records Book 1215, Page 1424, of the Public Records
2 of Flagler County, Florida;

3 WHEREAS, pursuant to Subsection 380.06(19), Florida
4 Statutes, by Resolution 2007-105 effective July 17, 2007,
5 Declarant's Notification of a Proposed Change to a Previously
6 Approved Development of Regional Impact was approved and the
7 Amended and Restated Palm Coast Park DRI Development Order (the
8 "Amended and Restated DO") was recorded on July 23, 2007, in
9 Official Records Book 1600, Page 49, of the Public Records of
10 Flagler County, Florida;

11 WHEREAS, on October 4, 2011, the City Council adopted the
12 2nd Amended and Restated DRI DO (Resolution # 2011-93), an
13 amendment incorporating changes to phasing dates, acreage of
14 total development, acreage of common area, updating map exhibits,
15 and certain conditions related to recreation, the 2nd Amended and
16 Restated DRI DO being duly recorded on October 20, 2011, in
17 Official Records Book 1838, Page 834, of the Public Records of
18 Flagler County, Florida; and

19 WHEREAS, on September 5, 2017, City Council approved
20 Resolution # 2017-100, the 3rd DRI Amendment to allow conversion
21 of 94 acres of land designated for Business/Institutional uses to
22 Residential use, the DRI-DO being duly recorded on January 16,
23 2018, in Official Records Book 2253, and Page 339; of the Public
24 Records of Flagler County, Florida; and
25

1 WHEREAS, on January 16, 2018, City Council approved
2 Resolution # 2018-07, an update to the 3rd DRI amendment (the
3 fourth amendment) to relocate borrow/soil extraction activities
4 to more appropriate locations within the DRI being duly recorded
5 on November 11, 2018, in Official Records Book 2321, and Page
6 0526 of the Public Records of Flagler County, Florida; and

7 WHEREAS, on October 16, 2018, City Council approved
8 Resolution # 2018-140, the Fifth amendment to the Palm Coast Park
9 DRI-DO to allow 1,000 additional residential units and add
10 conditions related to impacts of the additional units, and amend
11 the permitted land uses on certain tracts, being duly recorded
12 November 28, 2018, in Official Records Book 2321, Page 0528, of
13 the Public Records of Flagler County, Florida; and

14 WHEREAS, on March 5, 2019, the City Council approved
15 Resolution # 2019-20, the Sixth Amendment to the Palm Coast Park
16 DRI DO which deletes a 6.1 acre parcel from the DRI boundaries
17 being duly recorded May 20, 2019, in Official Records Book 2356,
18 Page 317, of the Public Records of Flagler County, Florida; and

19 WHEREAS, on October 1, 2019 the City Council approved
20 Resolution # 2019-88, the Seventh Amendment to the Palm Coast
21 Park DRI DO which relocated the location for the dedication of
22 new lands to Flagler County School Board and other housekeeping
23 matters, being duly recorded November 8, 2019, in Official Records
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25

1 Book 2397, Page 0935, of the Public Records of Flagler County,
2 Florida; and

3 WHEREAS, whenever an action or approval of the City is
4 referred to herein, except for actions relating to the City
5 Council, the action shall be taken by the City Manager, or
6 designee; and

7 WHEREAS, whenever an action, right or eligibility of the
8 Declarant is referred to herein, the action may be taken by,
9 or the right or eligibility may belong to Palm Coast Park
10 Community Development District ("CDD") but all conditions,
11 covenants and agreements set forth in the Amended and Restated
12 DO are the obligation of the Declarant; and

13 WHEREAS, the Palm Coast Park DRI is a proposed mixed-use
14 development on approximately 4,671 acres located in the City
15 along both sides of US-1, generally between Palm Coast Parkway
16 to the south and Old Kings Road to the north; and

17 WHEREAS, all covenants and conditions set forth herein are
18 agreed to by the Declarant and represent covenants which touch
19 and concern the subject DRI Property and run with the land and
20 are thereby binding upon the transferees, successors and
21 assigns of the Declarant.

22 NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED by the
23 City Council, that based upon the following Findings of Fact
24 and Conclusions of Law, and the consent and agreement of the
25 Declarant, and subject to the following terms and conditions,

1 the City Council hereby approves this 8th Amended and Restated
2 DO, pursuant to the provisions of Section 380.06, *Florida*
3 *Statutes*, and other applicable State laws, and the codes and
4 ordinances of the City:

5 **PART I**

6 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

7 1. The above Recitals/Whereas clauses are hereby adopted
8 and incorporated into this Amended and Restated DO.

9 2. The DRI Property is not in an area designated as an
10 Area of Critical State Concern pursuant to the provisions of
11 Section 380.05, *Florida Statutes*.

12 3. The Palm Coast Park DRI is consistent with the State's
13 Comprehensive Plan as set forth at Chapter 187, *Florida*
14 *Statutes*.

15 4. The Palm Coast Park DRI is consistent with the
16 Strategic Regional Policy Plan adopted by the NEFRC.

17 5. The Palm Coast Park DRI is consistent with the City's
18 Comprehensive Plan.

19 6. The public hearing to consider this Amended and
20 Restated DO was properly noticed and held by the City Council
21 pursuant to Section 380.06, *Florida Statutes*.

22 7. Development of the Palm Coast Park DRI pursuant to the
23 ADA was determined to be consistent with the achievement of
24 the objectives of the adopted State Comprehensive Plan, as
25 codified at Chapter 187, *Florida Statutes*, and will not

1 unreasonably interfere with the achievement of those
2 objectives.

3 **PART II**

4 **GENERAL CONDITIONS**

5 1. **ADA.** The Palm Coast Park DRI shall be developed in
6 accordance with the development plan, information, and
7 commitments contained in the following: (i) ADA dated June 10,
8 2003; (ii) the First ADA Sufficiency Response dated October
9 29, 2003; (iii) the Second ADA Sufficiency Response dated
10 February 20, 2004; and (iv) Palm Coast Park Master Plan, Map
11 H, attached as **Exhibit "B"** hereto (the "Master Plan"), all of
12 which are incorporated herein by reference except to the extent
13 of any conflict with the express terms of this Amended and
14 Restated DO.

15 2. **Notice of this Development Order.** Notice of this
16 Amended and Restated DO and any subsequent amendment hereto
17 shall be recorded by Declarant in accordance with the
18 provisions of Sections 28.222 and 380.06, *Florida Statutes*,
19 with the Clerk of the Circuit Court of Flagler County, Florida.
20 Any subsequent owner/developer or assignee from Declarant shall
21 be subject to the provisions contained in this Amended and
22 Restated DO. Any contract or agreement for sale by Declarant
23 of all or any portion of the Palm Coast Park DRI shall contain
24 a legend substantially in the following form clearly printed
25 or stamped thereon.

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THE PROPERTY DESCRIBED HEREIN IS PART OF THE PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF PALM COAST LAND, LLC. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE COMMUNITY DEVELOPMENT DEPARTMENT, CITY OF PALM COAST.

3. **Land Use Totals.**

(a) The Palm Coast Park DRI was originally approved for the following development criteria (the "Original Entitlements"):

<u>Land Use</u>	<u>Gross Blvd./Units or Area</u>	<u>Ac.*</u>
Residential	3,600/DUs	1,600 Acres
Office	800,000/SF	140 Acres
Commercial	1,500,000/SF	500 Acres
Industrial	800,000/SF	300 Acres
Institutional	100,000/SF	20 Acres
Common Area		2,214 Acres **

*The Palm Coast Park DRI is planned as an integrated mixed-use development. As a result, land uses will be integrated, rather than specifically assigned to a designated area. Consequently, acreage is approximate for each land use.

1 ** Common Area includes all open space, areas for preservation and
2 greenbelts that shall be available for the common use and enjoyment of
3 all Palm Coast Park DRI Property owners and visitors.

4 (b) The Palm Coast Park DRI is presently approved for
5 the following development criteria (the "Present
6 Entitlements"):

<u>Land Use</u>	<u>Gross Blvd./Units or Area</u>	<u>Ac.*</u>
Residential	4960/DUs (1,000 of these units will be restricted to multi-family use - Declarant will provide binding letter/notice to City to identify Tracts to be limited to multi-family)	1528 Acres
Office	800,000 SF	140 Acres
Commercial	1,317,800 SF (includes reduction from conversion of entitlements in June 2014 and the current reduction)	475 Acres
Industrial	800,000 SF	300 Acres
Institutional	100,000 SF	20 Acres
Common Area		2,214 Acres **

20 *The Palm Coast Park DRI is planned as an integrated mixed-use
21 development. As a result, land uses will be integrated, rather than
22 specifically assigned to a designated area. Consequently, acreage is
23 approximate for each land use category and subject to change as
24 conversion occurs.

25 ** Common Area includes all open space, areas for preservation and
26 greenbelts that shall be available for the common use and enjoyment of
27 all Palm Coast Park DRI Property owners and visitors.

1 In addition to the above land uses, public schools,
 2 fire and rescue stations and other public facilities that are
 3 required by this Amended and Restated DO are allowable uses
 4 within the Palm Coast Park DRI.

5 (b) Of the Present Entitlements identified in Section
 6 3(a) above, the following are the currently remaining
 7 entitlements that have not been assigned to specific parcels
 8 of property within the current DRI Property:

9 Land Use	Approved	Sold	Remaining*
10 Residential	4,960	4,960	0
	Units	Units	
12 Office	800,000	362,000	438,000
	Sq. Ft.	Sq. Ft.	Sq. Ft.
14 Retail/Commercial	1,317,800	821,000	496,800
	Sq. Ft.	Sq. Ft.	Sq. Ft.
16 Institutional	100,000	75,000	25,000 Sq.
	Sq. Ft.	Sq. Ft.	Ft.
18 Industrial	800,000	600,000	200,000
	Sq. Ft.	Sq. Ft.	Sq. Ft.

19 * All remaining entitlements are owned by Declarant and have not been
 20 assigned to any specific property.
 21

22 (c) The entitlements identified as "Sold" in paragraph
 23 3(b) above have been allotted to certain parcels/tracts within
 24 the DRI. A current list of these allocations is contained in
 25 **Exhibit "K"** attached hereto.

1 4. **Land Use Conversion Table.**

2 (a) Declarant may increase and simultaneously
3 decrease entitlements ("Land Use Conversions"), identified in
4 Part II, Paragraph 3(a), after filing a Notice to the City
5 provided that (i) such changes are consistent with the
6 conversion table attached as **Exhibit "C"** hereto (the
7 "Conversion Table") and this Section, and (ii) such changes do
8 not have a substantial adverse effect or impact on public
9 infrastructure facilities and the community as determined by
10 the City.

11 Land Use Conversions (simultaneous increases and
12 decreases) of the entitlements, as shown in Section 3(b) above,
13 shall be permitted, subject to the following conditions and
14 limitations:

- 15 • Declarant is entitled to conversions of up to 15%
16 of the Original Entitlements. Notice of any
17 conversions are required to be submitted to the
18 City Manager's designee so that the City can track
19 conversions and ensure that the 15% threshold is
20 not exceeded. The notice to the City shall also
21 contain evidence showing that the conversion will
22 not result in an adverse impact to the community
23 as more fully outlined in Section II, Paragraph
24 10(c).

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• Conversions of the Original Entitlements in excess of 15%, but in no event cumulatively more than 30%, may occur, subject to City Council approval, to ensure that substantial and material adverse impacts on public facilities and the community do not occur as a result of the conversion.

At the time of election of a land use conversion under the Conversion Table, Declarant shall notify the City of the election and shall provide the City with cumulative land use totals and remaining allowable quantities.

5. **Phasing, Buildout and Expiration¹.** The Palm Coast Park DRI shall be developed in three phases as shown on the following schedule:

Land Use	Phase 1		Phase 2		Phase 3		Total	
	Sq. ft.	Units	Sq. ft.	Units	Sq. ft.	Units	Sq. ft.	Units
Residential		2,480		2,480				4,960
Office	200,000		200,000		400,000		800,000	
Retail Commercial	208,900		308,900		800,000		1,317,800	
Industrial	200,000		200,000		400,000		800,000	
Institutional	40,000		40,000		20,000		100,000	

Notes: 1) The non-residential uses are stated in square feet of gross building area.

2) These land uses shall be integrated into the Palm Coast Park Master Plan Development Zoning as shown on the Master Plan.

During Phase 1, Declarant shall construct or cause to be constructed, at a minimum, the major infrastructure

¹ See Exhibit "L" for the current status of this requirement. Exhibit "L" shall control over anything contrary contained herein.

1 improvements for Palm Coast Park DRI, consisting of the
2 following:

3 (a) Master water distribution system.

4 (b) Master sewage collection system.

5 (c) Master effluent transmission system.

6 (d) Master underground electric distribution system.

7 (e) US-1 frontage park, including, but not limited
8 to, a multi-purpose trail system.

9 (f) Hewitt Sawmill Park improvements.

10 (g) As part of the major infrastructure improvements
11 for the Palm Coast Park DRI, Declarant shall install, or
12 require other developers to install, conduit for fiber optics,
13 telephone and cable service. Title to all conduit shall be
14 dedicated or otherwise conveyed to the City.

15 Each phase shall last at least 5 years unless extended
16 pursuant to Section 380.06, *Florida Statutes*, or unless
17 Declarant elects to accelerate the beginning date of a
18 subsequent phase, provided that all mitigation requirements
19 for the particular phase to be affected are met. The end date
20 of a phase shall not be affected by an acceleration of the
21 beginning date.

22 Unused development rights from a particular phase
23 shall carry over into the next phase until buildout. Physical
24 development shall commence no later than June 30, 2006.

25 Although the Palm Coast Park DRI is phased through
2029, buildout may not occur by that date. As a result, the

1 DRI termination date and the expiration date of this Order are
2 both established as of December 31, 2034.

3 6. **Effective Date.** This Amended and Restated DO shall
4 take effect upon approval by the City Council.

5 7. **Monitoring Official.** The City Manager or designee
6 shall be the local official responsible for monitoring the Palm
7 Coast Park DRI for compliance.

8 8. **Downzoning Protection.** The Palm Coast Park DRI, as
9 approved in this Amended and Restated DO, shall not be subject
10 to downzoning or reduction of land uses before
11 December 31, 2034, unless Declarant consents to such change,
12 or the City demonstrates that substantial changes in the
13 conditions underlying the approval of this Amended and Restated
14 DO have occurred or that this Amended and Restated DO was based
15 on substantially inaccurate information provided by Declarant
16 or that the changes are essential to public health, safety and
17 welfare.

18 9. **Election Regarding Environmental Rules.** Pursuant to
19 Section 380.06(5)(c), *Florida Statutes (2003)*, Declarant has
20 elected to be bound by the rules adopted pursuant to
21 Chapters 373 and 403, *Florida Statutes*, in effect as of the
22 date of the DO, including, but not limited to, the provisions
23 of Section 373.414(13), *Florida Statutes (2003)*. Such rules
24 shall be applicable to all applications for permits pursuant
25 to those chapters which are necessary for and consistent with
the development authorized in this Amended and Restated DO,

1 except that a later adopted rule shall be applicable to an
2 application if:

3 (a) the later adopted rule is determined by the
4 adopting agency to be essential to the public health, safety
5 and welfare, or

6 (b) the later adopted rule is being adopted pursuant
7 to Section 403.061(27), *Florida Statutes*; or

8 (c) the later adopted rule is being adopted pursuant
9 to a subsequently enacted statutorily mandated program; or

10 (d) the later adopted rule is mandated in order for
11 the State to maintain delegation of a Federal program; or

12 (e) the later adopted rule is required by State or
13 Federal law.

14 Nothing in this Section shall be construed to alter or
15 change any permitting agency's authority to approve permits or
16 to determine applicable criteria for longer periods of time.

17 **10. Level of Service Standards.**

18 (a) The Palm Coast Park DRI shall be required to meet
19 all level of service standards in the City's Comprehensive Plan
20 and all requirements of the City's concurrency management
21 system. However, pursuant to Section 163.3180(12)(2003),
22 *Florida Statutes*, if authorized by the City's Comprehensive
23 Plan, the Declarant may satisfy the transportation concurrency
24 requirements by meeting the transportation conditions
25 contained in this Amended and Restated DO and paying all City
transportation impact fees.

1 (b) Because Declarant completed the DRI's offsite
2 mitigation obligations (as identified in the attached **Exhibit**
3 **"L"**), the City hereby agrees that all owners within the current
4 DRI Property are vested for water, sewer, traffic, park, and
5 all other public services for the Present Entitlements
6 identified in Section 3 herein. The DRI has been vested with
7 school concurrency for the first 3,960 residential dwellings
8 only. Nothing contained herein shall be construed to waive the
9 City's right to collect all types of impact fees from each
10 property owner at the times delineated in the City's Unified
11 Land Development Code ("ULDC"). Further, while the Declarant
12 has satisfied all of its parks and open space requirements,
13 all residential developments that occur within the DRI DO shall
14 provide for its residents' standard and customary amenities
15 that usually are associated with the type of residential
16 dwelling built. For example, if a single-family subdivision is
17 built, a typical amenity is a clubhouse. If a multi-family
18 community is built, a typical amenity is a swimming pool and
19 an on-site playground or dog park. These examples are intended
20 to be illustrative, non-comprehensive, and non-binding.
21 Rather, the examples are intended to provide a sampling of
22 standard and customary amenities typically associated with
23 different types of residential communities.

24 (c) Should Declarant choose to convert land use, as
25 outlined more specifically in Section 4 herein, Declarant shall
be required to assess the impact of the conversion on the

1 public water, sewer, and other public services which will be
2 impacted by such conversion (but not traffic as the conversion
3 method used is based on equivalent trips). After a review of
4 the impacts on the public services, and a finding that the
5 Level of Service standards will be met after the conversion,
6 the Declarant's conversion shall be vested. A finding of
7 vesting shall be issued, in writing, by the City Manager, or
8 other designee. If the Level of Service standard is not met,
9 such finding shall be issued by the City Manager, or other
10 designee.

11 (d) If the Declarant does not assign or develop all
12 the Original Entitlements for which the Palm Coast Park DRI is
13 vested, the Declarant shall retain rights to develop the
14 remaining entitlements and retain its vested rights for such
15 within the DRI Property. Declarant may, at Declarant's sole
16 discretion, choose to apply the remaining entitlements to
17 future development on the DRI Property, or to properties that
18 the City approves for annexation into the Palm Coast Park DRI.

19 11. **Biennial Reporting.**² This requirement has been deleted
20 as the requirements contained in the DRI DO have either been
21 completed or have been specifically assigned to the respective
22 property owner to which the requirements are applicable, as
23 shown in Exhibit "L". Further, the Statutes and rules

24
25 ² See Exhibit "L" for the current status of this requirement. Exhibit "L"
shall control over anything contrary contained herein.

1 regulating Developments of Regional Impacts no longer require
2 biennial reporting, unless required by the City.

3 12. **Application for Proposed Changes.** Declarant shall
4 submit to the City any applications for proposed changes to
5 the Palm Coast Park DRI. Declarant shall be the only party,
6 other than that City, that may apply for changes to the Palm
7 Coast Park DRI.

8 13. **Limitations of Approval.** The approvals provided in
9 this Amended and Restated DO shall not be construed to obviate
10 the duty of Declarant to comply with all other applicable local
11 or State permitting procedures.

12 14. **Notices.** Any and all notices required or allowed to
13 be given in accordance with this Eighth Amended and Restated
14 DO shall be mailed or delivered as follows:

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16
17 **To Declarant:** Palm Coast Land, LLC
18 145 City Place, Suite 300
19 Palm Coast, Florida 32164
20 Attn: Manager

21
22
23 **To the City:** City of Palm Coast
24 160 Lake Avenue
25 Palm Coast, Florida 32164

1 The Declarant may amend the DRI DO to annex additional
2 adjacent lands into the Palm Coast Park DRI ("Annexed Lands").
3 Any annexation shall be made through the DRI DO amendment
4 process. School concurrency will be determined based on Part
5 II, Paragraph 10(b).

6 **18. Other General Conditions.**

7 (a) Notwithstanding any provision contained in this
8 Amended and Restated DO to the contrary, the City shall have
9 no financial responsibility to contribute to or participate in
10 the funding, design, engineering, permitting, and/or
11 construction of improvements to State roads, County roads, or
12 roads constructed or to be constructed within the DRI Property.

13 (b) Development of the DRI Property based upon this
14 Amended and Restated DO shall comply with all applicable
15 Federal, State and local laws, codes, ordinances, rules and
16 regulations which are hereby incorporated herein by this
17 reference.

18 (c) The Declarant acknowledges that the requirements
19 and conditions of this Amended and Restated DO as set forth
20 herein result from the impacts of development of the DRI
21 Property on public facilities and systems, are reasonably
22 attributable to the development of the DRI Property, are based
23 upon comparable requirements and commitments that the City or
24 other agencies of government would reasonably expect to require
25 a developer to expend or provide, and are consistent with sound

1 and generally accepted land use planning and development
2 practices and principles.

3 (d) This Amended and Restated DO and its terms and
4 conditions and all of the promises, commitments, obligations,
5 covenants, liabilities, and responsibilities of the Declarant
6 touch and concern the DRI Property and shall continue to run
7 with, follow and burden the DRI Property. To this end, the
8 promises, commitments, obligations, covenants, liabilities,
9 and responsibilities provided for herein shall inure to the
10 benefit of the City and shall operate as a perpetual burden
11 and servitude upon the DRI Property unless released by the City
12 by means of an appropriate recordable instrument approved and
13 executed by the City. The promises, commitments, obligations,
14 covenants, liabilities, and responsibilities provided for
15 herein shall be binding upon the Declarant and the Declarant's
16 heirs, transferees, assigns and successors in interest
17 (specifically including, but not by way of limitation, building
18 permit applicants and any person or entity developing any part
19 of the DRI Property) and shall inure to the benefit of the City
20 and its assigns and successors in interest as to all parts and
21 each part of the DRI Property. The Declarant shall pay any
22 and all costs of recording instruments in the public records
23 of the County.

1 (3) choosing a combination of items (1) or (2) that equal a
2 total of 71.34 acres of gopher tortoise habitat protection.
3 Any onsite habitat preserve shall encompass at least 25-acres
4 of contiguous gopher tortoise habitat and shall be acceptable
5 to the FFWCC. No construction shall commence on the DRI Property
6 until the Declarant has protected at least 116 acres of gopher
7 tortoise habitat, obtained the necessary gopher tortoise
8 permit(s) from the FFWCC, and complied with all permit
9 conditions.

10 (b) Informational signs or posters shall be located
11 on active construction sites in areas that may contain suitable
12 habitat for the Indigo Snake. The Declarant shall develop an
13 Eastern Indigo Snake Protection/Education Plan (the "Snake
14 Plan"). The Snake Plan shall meet the requirements and
15 standards set forth in the "Standard Protection Measure For The
16 Eastern Indigo Snake" provided on Page 12-1 of the ADA Second
17 Sufficiency Response, dated February 20, 2004. The Snake Plan
18 shall be provided to all contractors performing work on the DRI
19 Property.

20 (c) Should listed species be determined to reside on,
21 or otherwise be significantly dependent upon the Palm Coast
22 Park DRI property, the Declarant shall cease all development
23 activities which might negatively affect that individual or
24 population. The DRI Property shall be developed in full
25 compliance with all applicable laws, rules and regulations.

1 The Declarant shall provide proper protection to the
2 satisfaction of all agencies with jurisdiction over the matter.

3 **2. Wetlands.**

4 (a) Development of the Palm Coast Park DRI shall not
5 impact more than 185 acres of wetlands on the DRI Property.

6 (b) Upland buffers adjacent to wetlands shall be
7 established on the DRI Property that are consistent with the
8 City's Land Development Code. At a minimum, the buffers shall
9 include the following:

10 (i) A 25' average width upland buffer around all
11 protected or enhanced wetlands.

12 (ii) To reduce erosion, all swales and drainage
13 ways constructed by the Declarant shall be vegetated or sodded.
14 The inside detention slopes for stormwater ponds shall be
15 sodded. The berm and outside slopes for stormwater ponds shall
16 be hydro-seeded. All slopes steeper than 3:1
17 (horizontal:vertical) shall be sodded. Only those areas needed
18 for development may be cleared. All cleared development areas
19 shall be hydro-seeded or seeded and mulched immediately. All
20 areas which are covered with vegetation or sod or which are
21 seeded and mulched or hydro-seeded shall be maintained after
22 construction.

23 (iii) Sedimentation of wetlands shall be
24 prevented through adherence to the erosion and sediment control
25 plan submitted as part of the stormwater permit.

1 (iv) Wildfire mitigation management practices
2 will be routinely implemented on all vacant property within the
3 DRI boundaries, specifically in the vegetation areas shown as
4 scrub and brushland, pine flatwoods, coniferous plantations and
5 forest regeneration areas. Mitigation shall include, but is
6 not limited to controlled burning, mechanical mowing or
7 chopping, tree thinning and animal grazing. The Declarant
8 shall implement these practices on normal cycle for this work
9 which is approximately three to five years

10 (c) The Declarant shall record conservation easements
11 in favor of the St. Johns River Water Management District
12 ("SJRWMD") and the City covering the preserved wetlands on-
13 site. The conservation easements shall be recorded upon
14 recordation of a plat containing the wetlands or upland buffer
15 areas.

16 Should silviculture operations continue prior to
17 the commencement of individual site development, silviculture
18 activities shall be prohibited in that portion of the DRI
19 Property that consists of wetland areas to be preserved and
20 those areas adjacent to wetlands that will be used as buffers
21 to the wetland areas.

22 (d) The Declarant shall perform field verification of
23 wetland boundaries associated with Conservation FLUM areas
24 which shall be provided to the City in electronic format. After
25 field verification, the delineated Conservation FLUM areas

1 shall be preserved, except where they are crossed by road
2 rights-of-way or easements or rights-of-way for other public
3 facilities.

4 (e) The Declarant shall promptly provide to the City a copy
5 of all Federal and State environmental permits prior to
6 construction activities being undertaken. The Declarant or its
7 assigns shall be required to comply with all terms and
8 conditions of all such permits. No wetland impacts shall occur
9 without acquiring all necessary State and Federal permits and
10 approvals by the City.

11 **3. Floodplains.**

12 (a) All structures shall have a finished floor
13 elevation a minimum of 1-foot above the FEMA 100-year
14 floodplain. All structures shall also have a finished floor
15 elevation a minimum of 1 foot above the center line of the
16 adjacent roadway. The City Land Use Administrator may waive
17 the foregoing requirements provided a site grading plan is
18 submitted demonstrating sufficient treatment storage is
19 provided and adequate conveyance will prevent flooding of
20 structures during the 100-year event. All roadways shall be
21 constructed at or above the FEMA 100-year floodplain. The
22 10-year frequency storm shall be used to calculate the design
23 hydraulic gradient line for local roadways. The maximum
24 hydraulic gradient line for roadways shall be no higher than 6-
25 inches below the edge of pavement.

1 (b) All roads constructed within the Palm Coast Park
2 DRI shall be designed in accordance with criteria of FDOT or
3 the City, as applicable.

4 4. **Water Supply.**

5 (a) A distribution system for reuse (non-potable
6 water) shall be installed concurrent with development of the
7 Palm Coast Park DRI (residential and non-residential). The
8 non-potable distribution system shall be developed parallel to
9 the potable system for all land uses for utilization when reuse
10 water is available. Depending on design requirements and
11 location within the DRI Property, the non-potable distribution
12 system may include or consist of direct pumping from ponds and
13 lakes, as the means for providing non-potable water for
14 irrigation.

15 To the maximum extent feasible, reclaimed water
16 shall be the primary source of water to meet irrigation demand,
17 with surface water from the stormwater management system acting
18 as back up source to meet additional irrigation requirements.

19 (b) The Declarant shall undertake 2 demonstration
20 projects, 1 residential and 1 non-residential, which implement
21 and exhibit water-wise landscaping principals which incorporate
22 drought-tolerant or native vegetation. The non-residential
23 demonstration project may be undertaken on a 1-acre site within
24 the frontage park along US-1.

25

1 (c) Water conservation strategies, including
2 Xeriscape landscape techniques and low flow plumbing fixtures
3 shall be incorporated into the construction, operation, and
4 maintenance phases of the Palm Coast Park DRI, and shall be
5 included in the covenants and deed restrictions. The
6 conservation strategies shall include the following conditions:

7 (i) Within common areas, commercial areas and
8 multi-family residential complexes, 50% of planted vegetation,
9 by aerial extent, shall consist of native, drought-tolerant or
10 Xeriscape vegetation in all landscaped areas. Landscaped areas
11 are defined as any pervious area that will be altered due to
12 development. Wetlands, wetland buffers, vegetative buffers
13 between land uses, stormwater systems and required preservation
14 areas are not included as landscaped areas. Native or drought-
15 tolerant plants include those in the SJRWMD's *Waterwise Florida*
16 *Landscapes*, the Florida Native Plant Society's list of native
17 landscape plants for Flagler County, *A Gardner's Guide to*
18 *Florida's Native Plants* (Osorio 2001), or comparable guidelines
19 prepared by the Florida Department of Agriculture and Consumer
20 Services, SJRWMD, FFWCC, or FDEP.

21 (ii) The Declarant shall include information on
22 Xeriscape and/or native vegetation and/or drought-tolerant
23 vegetation (SJRWMD Xeriscape Plant Guide), water conservation
24 guides & IFAS's Xeriscape plant guides and IFAS Cooperative
25

1 Extension Services' "Florida Yards and Neighborhoods" materials
2 in design guidelines.

3 (iii) Fertilizer used within the Project shall
4 contain at least 70% organic or slow release ingredients, with
5 the exception of limited special purpose fertilizer
6 applications as appropriate.

7 (iv) A comprehensive water conservation plan
8 shall be developed and implemented which addresses:

- 9 • Specific percentage of water wise/native
10 vegetation required throughout the DRI Property.
- 11 • Limits on turf areas.
- 12 • Use of water-saving fixtures.
- 13 • Sub-metering multi-family units.
- 14 • Use of non-potable water for outside irrigation.
- 15 • Use of rain-sensing sprinklers.
- 16 • Distribution of water conservation literature to
17 residents and tenants.

18 (v) The Declarant shall ensure compliance with
19 conditions (c)(i) through (c)(iv) of this Amended and Restated
20 DO; provided, however, that such obligations may be assigned to
21 other parties by the Declarant with the consent of the City.
22 The Declarant, homeowner's association or CDD, shall implement
23 a customer and employee water conservation education program as
24 specified in Section 12.2.5.1(e) of the SJRWMD Consumptive Use
25 Permitting Applicant's Handbook. The curriculum of the

1 education program shall be supplied with the first Monitoring
2 Report and each subsequent Monitoring Report until build-out.
3 This condition may be satisfied by the City with approval from
4 the SJRWMD.

5 (d) Easements for adequate accessibility to and from
6 existing and proposed wellheads shall be established within 1
7 year for each wellhead on the DRI property in order that
8 construction, maintenance, and other necessary activities to
9 facilitate the production of potable water is achieved. All
10 easements shall be in a form approved by the City. Declarant
11 or any successors in interest shall have the right from time to
12 time to relocate any easements that provide accessibility to
13 and from any existing or proposed wellhead to another location,
14 provided, however, that (i) any such relocation of an easement
15 shall not unreasonably interfere with the City's non-exclusive
16 right to utilize the easement, as relocated, for access to and
17 from the wellhead; (ii) such relocation of the easement shall
18 result in the City's right to and enjoyment of a means of an
19 access to and from the wellhead which is substantially similar
20 to the means of access which the City possessed and enjoyed
21 prior to such alteration or relocation of the easement; (iii)
22 the Declarant shall bear the cost of relocating any roadways,
23 power lines or other facilities serving the well site which are
24 moved as a result of the relocation of any easement; and (iv)
25 relocation of roadways, power lines and other facilities serving

1 a well site shall be accomplished in a manner that does not
2 cause disruption to the production of any existing well or
3 result in degradation, alteration or loss of production of
4 potable water.

5 (e) Within 1 year from the effective date of the DO,
6 a linear easement shall be established that parallels the
7 boundary of the DRI Property abutting the Florida East Coast
8 railroad right-of-way. The easement shall be 65 feet in width,
9 a portion of which shall also be subject to an easement in favor
10 of Florida Power & Light for an electric transmission line. The
11 easement shall provide ingress/egress to access well sites and
12 provide full eastern access along the rail system for emergency
13 vehicles should a train derailment occur. The easement shall
14 be in a form approved by the City.

15 **5. Groundwater Protection.**

16 (a) A buffer zone with a 500-foot radius shall be
17 established around each existing and proposed wellhead where no
18 construction activities involving hazardous materials shall be
19 conducted and no hazardous material and/or waste generation
20 facilities may be constructed. Direct stormwater runoff shall
21 be diverted away from these buffer areas to stormwater treatment
22 ponds which shall be located outside of the protection zone.

23 (b) Use of Floridan Aquifer, intermediate (confined
24 surficial), and surficial aquifer wells, that do not fall within
25 the SJRWMD's specific consumptive use permitting requirements

1 (less than 6 inches in diameter), are prohibited on the Palm
2 Coast Park DRI property, unless approved by the City and
3 applicable regulatory agencies, with the exception of Tract 5C
4 as shown on **Fourth Revised Exhibit "D"** hereto, provided that
5 the wells are approved by the applicable regulatory authorities.
6 This prohibition, as with all other provisions of this Amended
7 and Restated DO, shall act as a deed restriction to the DRI
8 Property.

9 (c) Any abandoned wells discovered prior to or during
10 development shall be properly plugged and abandoned in
11 accordance with SJRWMD's rules.

12 (d) The following best management practices shall
13 apply to geotechnical borings:

14 (i) All borings deeper than 20 feet shall be neat
15 cement grouted to the surface to prevent downward migration of
16 surface and subsurface contaminants along the borehole to the
17 shallow intermediate or Floridan Aquifer.

18 (ii) All borings less than 20 feet deep shall be
19 backfilled with the original drilled soil to the surface to
20 prevent the creation of a sump. Where the boring is advanced
21 through asphalt or concrete it shall be patched at the surface
22 with a similar impervious material.

23 (iii) If contamination is detected in any
24 geotechnical boring, the contaminated soil shall not be used as
25 replacement material and the horizontal and vertical extent of

1 the contamination shall be assessed and reported to the City
2 and the appropriate regulatory authority.

3 (e) Any discharge of a regulated substance at
4 regulatory reporting thresholds shall be reported immediately
5 by the facility owner, operator, or responsible party to the
6 City. Such notification shall in no way alleviate the owner,
7 operator, or responsible party from other City, State, and
8 Federal reporting obligations as required by law. All
9 facilities with discharges of any quantity of a regulated
10 substance shall be remediated so that contamination of soil,
11 surface water, or groundwater is brought into compliance with
12 State, local, and/or Federal standards. Clean-up activities
13 shall begin concurrent with or immediately following emergency
14 response activities. This prohibition shall act as a deed
15 restriction within the Palm Coast Park DRI Property.

16 (f) Whenever it is determined by the City or
17 authorized regulatory agency that a discharge of regulated
18 substances is resulting in imminent threat of contamination of
19 groundwater or danger to life or property from the contamination
20 of groundwater, the Declarant shall require immediate
21 corrective action as required by the City. The Declarant hereby
22 grants to the City the right of entry into the DRI Property and
23 the right to take clean-up activities necessary to protect the
24 public health, safety and welfare and to pass on the cost of
25 clean up activities to the responsible party. Initiation of

1 any required clean-up activities as directed by the City shall
2 commence within 24 hours and shall be completed within the time
3 specified by the City or other regulatory authority. If
4 immediate corrective measures are not taken and there is
5 immediate threat to the City's potable water resources, danger
6 or hardship to the public, the City may enter upon lands, take
7 corrective actions, and place a lien on the real property of
8 such person(s) to recover the costs of the corrective measures.
9 This prohibition, as with all other provisions of this Amended
10 and Restated DO, shall act as a deed restriction within the DRI
11 Property.

12 **6. Wastewater Management.**

13 (a) Development within Palm Coast Park DRI shall occur
14 concurrent with the provision of adequate central sewer service
15 meeting the adopted level of service of the City's Comprehensive
16 Plan.

17 (b) Onsite Wastewater Treatment Systems (septic
18 systems) may be allowed for single family residential areas with
19 lot sizes that contain a minimum of 1-acre of contiguous uplands
20 but only in the area designated as Tract 5C on **Fourth Revised**
21 **Exhibit "D"** hereto; provided, however, that all septic systems
22 must be approved by the appropriate regulatory authority to
23 ensure that ground or surface waters will not be negatively
24 impacted. The City, through coordination with the Flagler
25 County Health Department, may require aerobic treatment units

1 adjacent to lands that the City deems as environmentally
2 sensitive. Temporary above-ground tanks may be used to provide
3 sewage service to construction and marketing trailers until
4 central sewer lines are installed.

5 (c) The Declarant shall identify a minimum 30-acre
6 site acceptable to the City for the purpose of locating new
7 water and wastewater utility plants. The site shall be
8 dedicated to the City within 60 days of the effective date of
9 the DO in a form acceptable to the City. Simultaneously with
10 the conveyance of title to the site for the water and wastewater
11 utility plants, the City shall release its option to purchase a
12 well site that is known as the SW-108 Well Site and its option
13 to purchase a water plant site along US-1.

14 **7. Stormwater Management.**

15 (a) A stormwater pollution prevention construction
16 operating plan ("SWPPP") shall be attached to and incorporated
17 into the construction and permit documents for all projects
18 constructed within the Palm Coast Park DRI that require a
19 general or individual SJRWMD permit. The SWPPP shall be
20 implemented upon initiation of construction activities. The
21 SWPPP shall be similar to the SWPPP provided in **Exhibit "E"**
22 hereto, but may be modified to accommodate the specific
23 construction project and site. Appropriate maintenance
24 personnel shall be required to attend the Florida Stormwater,
25

1 Erosion and Sedimentation Control Training and Certification
2 Course for Contractors and Inspectors.

3 (b) A Water Quality Monitoring Plan ("WQ Monitoring
4 Plan") shall be developed by the Declarant for review and
5 approval of FDEP. The WQ Monitoring Plan shall include water
6 quality monitoring stations, all of which shall be approved by
7 FDEP. There shall be 2 baseline-sampling events (1 wet and 1
8 dry) completed prior to initiation of development activities on
9 the DRI Property. When approved, the WQ Monitoring Plan shall
10 be automatically incorporated into this Second Amended and
11 Restated DO.

12 (c) If a golf course is developed on the DRI Property,
13 the following shall be required:

14 (i) Implementation of a Pesticide/Nutrient
15 Management Plan, with a City approved entity identified and
16 appointed to oversee the process. The plan that is adopted and
17 the name of the entity that was appointed to oversee the process
18 shall be provided to the City and the FDEP.

19 (ii) Development and implementation of golf
20 course best management practices from the following
21 publications:

22 • Best Management Practices for Golf
23 Course Maintenance Department.

1 • Florida Green Industries: Best
2 Management Practices for Protection of Water Resources in
3 Florida.

4 The best management practices that are adopted
5 shall be provided to the City and the FDEP.

6 **8. Transportation.**

7 (a) Notwithstanding the phasing schedule that is set
8 forth in Section 5, under Part II above, for the purpose of
9 phasing and transportation recommendations, Palm Coast Park DRI
10 is divided into 3 phases based upon ITE trip generation estimates
11 for approved construction, as shown on the following schedule:

	Estimated Build-Out	Daily ITE Trips	PM ITE Peak Trips	Cumulative ITE Trips	
				Daily	PM Peak
Phase 1	2019	32,834	3,145	32,834	3,145
Phase 2	2024	33,965	3,316	66,799	6,461
Phase 3	2029	38,569	3,772	105,368	10,233

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17 (b) The Declarant shall provide all rights-of-way and
18 associated easements and facilities necessary to construct the
19 internal roadway network and shall be responsible for
20 constructing the internal roadway network. The creation of the
21 rights-of-way shall be in a form acceptable to the City.

22
23 (c) The Declarant shall be responsible for the
24 construction of all turn lanes and traffic signals (as required)
25 providing direct access to Palm Coast Park DRI as well as the
conveyance of additional necessary rights-of-way.

1 (d) Declarant's proportionate share contribution to
2 mitigate offsite transportation impacts for Palm Coast Park DRI,
3 equal to 10,233 PM Peak Hour Trips, totals \$14,021,000, as shown
4 on **Exhibit "F"** hereto. Pursuant to Section 163.3180(12)(2003),
5 Florida Statutes, the Declarant shall mitigate offsite
6 transportation impacts for Palm Coast Park DRI by paying to the
7 City the amount of \$7,271,000 and paying the cost of the IJR in
8 the estimated amount of \$250,000 for a total contribution of
9 \$7,521,000 ("Traffic Mitigation Pipeline Amount"), and in
10 addition, Declarant hereby waives its right to impact fee
11 credits for impact fees that are paid in connection with
12 development within the Palm Coast Park DRI (the "Palm Coast Park
13 Impact Fees"). Based upon current impact fees, the Palm Coast
14 Park Impact Fees are estimated at \$6,750,034, and consequently
15 the value of Declarant's proportionate-share contribution upon
16 execution of this agreement is estimated at \$14,271,034
17 (\$7,521,000 Traffic Mitigation Pipeline Amount + \$6,750,034
18 estimated Palm Coast Park Impact Fees = \$14,271,034). Impact
19 fees are not limited to any amount specified in this paragraph;
20 the Declarant or sub-Declarants will pay the impact fee amounts
21 in effect at the time each building permit is issued. Declarant
22 shall pay the Traffic Mitigation Pipeline Amount, with the
23 exception of the cost of the IJR, to the City within 1 year
24 following the date the Palm Coast Park CDD is created, but not
25 later than 18 months following the effective date of the DO

1 unless extended by the City and subject to such conditions as
2 the City may impose. Declarant shall pay the cost of the IJR
3 in accordance with Subsection (d) above.

4 Consistent with the requirements of Section
5 163.3180(12)(2003), Florida Statutes, the City shall use the
6 Declarant Proportionate Share Contribution to complete the four
7 (4) laning of Matanzas Woods Parkway from US-1 to Belle Terre
8 Parkway and some portion or all of the regionally significant
9 transportation facilities that are shown on the following
10 schedule consistent with the City's budgetary practices and
11 limitations:
12

13 **CITY TRAFFIC MITIGATION**

14

Improvements	Location	2004 Estimated Cost
Add Traffic Signal Control	Intersection of Belle Terre Parkway at Pine Lakes Parkway (N)	\$250,000
Add Traffic Signal Control	Intersection of Belle Terre Parkway at Belleaire Drive	\$250,000
Intersection Improvement	Fix Culvert Problem at Pine Lakes Parkway and Palm Coast Parkway	\$850,000
4-Lane Belle Terre Parkway	Bellaire Drive to Matanzas Woods Parkway	\$7,900,000
4-Lane Matanzas Woods Parkway	Belle Terre Parkway to I-95	\$1,400,000

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21 The Traffic Mitigation Pipeline Amount may be funded
22 by the Declarant through the Palm Coast Park CDD in a manner
23 acceptable to the City. Payment of the Traffic Mitigation
24 Pipeline Amount and waiver by the Declarant of its right to
25 impact fee credits in connection therewith shall mitigate all

1 of Palm Coast Park DRI's non-state roadway impacts in the
 2 entirety for 10,233 Peak Hour Trips.

3 (e) In addition to the Overpass/Interchange Status
 4 Report, each Monitoring Report shall include a PM Peak Hour
 5 Traffic Analysis of US-1 and I-95 as follows:

Road	From	To	Segments to Monitor by Report Year		
			Phase 1 2004-2018	Phase 2 2019-2023	Phase 3 2024 and beyond
US-1	CR 304	Belle Terre Parkway	No	No	Yes
US-1	Belle Terre Pkwy	Royal Palms Pkwy	No	Yes	Yes
US-1	Royal Palms Parkway	I-95	Yes	Yes	Yes
US-1	I-95	SR-206	No	No	Yes
I-95	Old Dixie Highway	SR-100	No	No	Yes
I-95	SR-100	Palm Coast Pkwy	No	Yes	Yes
I-95	Palm Coast Pkwy	US-1	No	Yes	Yes
I-95	US-1	SR-206	No	Yes	Yes
I-95	SR-206	SR-207	Yes	Yes	Yes
I-95	SR-207	SR-16	No	Yes	Yes
I-95	SR-16	International Golf Pkwy	No	No	Yes

20 The traffic study shall include the evaluation of
 21 PM peak hour conditions for each roadway segment identified on
 22 US-1 and I-95, and include an evaluation of all signalized
 23 intersections within the limits of US-1, from Palm Coast Parkway
 24 north to I-95, as well as the unsignalized intersections of the
 25 I-95 ramps with US-1, subject to the phased segment limits

1 described above. The traffic study shall include a projection
2 of background and Project traffic for the next 2-year period
3 and the resulting projection of the level of service for those
4 roadways at the end of the 2-year period. Project traffic shall
5 include the impacts of all existing Project development, and
6 all Project development likely to receive building permits
7 during the next 2-year period. At a minimum, the traffic study
8 methodology and the study results shall be supplied to the NEFRC
9 and the FDOT (District 5 and District 2) for review, and shall
10 be subject to written approval by the City and DEO. The
11 evaluation of I-95 shall be based on the most recent Annual
12 Average Daily Traffic volume, as identified by the FDOT,
13 converted to a 2-way peak hour volume using a K^{100} factor,
14 calculated from FDOT data for the closest continuous count
15 station.

16 The traffic study shall include an assessment of
17 2-way external PM peak hour trips (defined as total trips minus
18 internal trips minus pass-by trips) for the existing Project
19 and Project traffic for the next 2-year period. The phase of
20 the Project will be defined by the number of Project external
21 PM peak hour 2-way trips (whichever is reached first), as
22 identified below:

Phase	Year	Cumulative Project External PM Peak Hour 2-Way Trips
1	2019	2,596

2	2024	5,083
3	2029	7,304

The Monitoring Report shall be used for the following purposes:

- To determine the operational conditions of US-1 and I-95 given their current rural, free-flow characteristics and changes anticipated over time to an urban, interrupted-flow arterial and interstate.

- To evaluate the impact to US-1 and I-95 in the event construction of the Overpass or Interchange is delayed or not constructed.

Based upon accepted peak hour analysis procedures standard to the traffic engineering profession, the Monitoring Report shall identify the following on the relevant segments of US-1 and I-95:

- Level of service adopted by the City and FDOT.
- Applicable area type associated with US-1 and I-95 (e.g., rural, transitioning or urban) as from time to time adopted by the appropriate authorities and used by the City and FDOT to adopt and modify level of service requirements.
- Service volume as adopted by the City and FDOT.

1 • Spacing of approved and proposed full median
2 openings/traffic signals and a statement of compliance with the
3 FDOT Access Management requirements.

4 • Spacing of approved and proposed directional
5 access locations (including directional left-turn median
6 openings and right-in/right-out access) and a statement of
7 compliance with the FDOT Access Management requirements.

8 • Identification of joint access driveways.

9 • Identification of improved roadways parallel to
10 US-1 which reduce direct access from the Palm Coast Park DRI to
11 US-1 or increase corridor capacity.

12 The Monitoring Report shall include daily traffic
13 counts on US-1 indicating hourly directional flows collected at
14 up to 4 locations between full median accesses located at active
15 entrances to the Palm Coast Park DRI. For purposes hereof, an
16 active entrance is any entrance on US-1 that provides access to
17 a development area within the Palm Coast Park DRI that has
18 received a certificate of occupancy. Daily traffic counts shall
19 be averaged from traffic counts conducted over a consecutive
20 72-hour period beginning no earlier than 12:00 p.m. (noon) on
21 a typical Monday and ending no later than 12:00 p.m. (noon) on
22 a typical Friday. The traffic counts shall be factored to peak-

1 season values using FDOT's weekly count factors maintained for
2 Flagler County.

3 The Monitoring Report shall indicate the level of
4 service for the relevant segments of US-1 and I-95 according to
5 the procedures set forth in the current version of the Highway
6 Capacity Manual as may be implemented by software approved by
7 FDOT (e.g., the current version of the Highway Capacity
8 Software). The Monitoring Report shall identify the existing
9 peak-hour level of service and the projected peak-hour level of
10 service based upon the traffic impacts from the planned
11 development within the Palm Coast Park DRI over the following
12 2 years. If roadway improvements are required to maintain the
13 adopted level of service on US-1 and I-95, the improvements
14 shall be identified and if they are not funded for construction
15 within 3 years of the projected need, the density/intensity of
16 development within the Palm Coast Park DRI shall be limited to
17 the extent necessary to maintain the Adopted US-1 Service Level.

18
19 The Declarant may elect, at its discretion, to study
20 a longer horizon period to provide advance identification of
21 potential capacity deficiencies on US-1. Advance identification
22 of deficiencies may allow for the planning, programming and
23 funding of improvements in a timely manner thereby avoiding the
24 potential interruption of development within the Palm Coast
25 Park DRI.

1 A roadway segment shall be determined to be
2 significantly impacted by the proposed development if, at a
3 minimum, the traffic projected to be generated at the end of
4 any phase of the Project, cumulatively with previous phases,
5 will utilize 5% or more of the adopted peak hour level of
6 service maximum service volume of the roadway.

7 If and when the service level for a roadway listed in
8 the Monitoring Report, which the Project significantly impacts,
9 falls below the adopted level of service in the City's
10 Comprehensive Plan for US-1, prior to buildout of the Project,
11 no further building permits shall be issued until mitigation
12 measures and/or improvements which would achieve the minimum
13 acceptable levels of service are guaranteed and scheduled, as
14 follows:

15 • **SCHEDULE AND GUARANTEE OF IMPROVEMENTS** - If and
16 when required to allow additional building permits to be issued,
17 a schedule shall be provided by the Declarant which specifically
18 provides for the mitigation of impacts from the Project on each
19 significantly impacted relevant segment of US-1 and I-95 which
20 will operate below the adopted level of service standard at the
21 end of buildout of each phase of the Project, or alternatively,
22 a subset stage of that phase. The schedule shall ensure that
23 each and every improvement to relevant segments of US-1 and
24 I-95 which is necessary to achieve the adopted level of service
25 standard for that stage or phase of the Project shall be

1 guaranteed to be under actual construction. This guarantee shall
2 be in the form of (i) a clearly identified, executed and
3 recorded local government development agreement, consistent
4 with Sections 163.3220 through 163.3243, Florida Statutes, that
5 is attached as an exhibit to a development order, and which
6 ensures, at a minimum, that all needed roadway improvements
7 will be available concurrent with the impacts of development,
8 consistent with Section 163.3180(2)(c)(2003), Florida Statutes;
9 (ii) The City's CIE adopted pursuant to Rule 9J-5.0055(3)(c),
10 *Florida Administrative Code*, concurrency management system in
11 its Comprehensive Plan; (iii) an FDOT commitment in the current
12 5 years of the Adopted Work Program for Florida Intrastate
13 Highway System (FIHS) facilities in construction within the
14 first 3 years of the Adopted Work Program for all other
15 facilities to provide all needed roadway improvements; (iv) a
16 binding and enforceable commitment in a development order by
17 the Declarant to provide all needed roadway improvements
18 concurrently with the development schedule approved in the
19 development order; or (v) any combination of guarantees (i)
20 thru (iv) above that ensures that all needed roadway
21 improvements will be provided concurrently with the development
22 schedule approved in the development order.

23 In addressing the construction of the needed roadway
24 improvements to the relevant segments of US-1 and I-95, the
25 schedule shall list all roadway improvements needed to be

1 constructed by phase or stage, the anticipated date of
2 completion for the construction of each needed improvement, the
3 party responsible for the construction of each improvement, and
4 the form of the commitment that relates to the construction of
5 each improvement.

6 As part of the Monitoring Report, the status of the
7 road improvements shall be assessed and reported. The City shall
8 evaluate the appropriateness of issuing additional building
9 permits if the Monitoring Report reveals that any needed
10 transportation improvements as set forth herein are no longer
11 scheduled, or have been delayed in schedule, such that the
12 Declarant or it assigns no longer ensure that the planned
13 roadway improvements for that stage or phase of the Project
14 will be constructed within the planned time frame.

15 A change to the approved development schedule for the
16 Project, as opposed to a change to the schedule of needed
17 improvements, will need to be addressed through the notification
18 of proposed change provisions of Section 380.06(19), *Florida*
19 *Statutes*.

20 • **PROPORTIONATE SHARE PAYMENTS** - This option shall
21 only be available to the extent that the FDOT, for facilities
22 on the State Road System, agrees to accept proportionate share
23 payments as adequately mitigating the impacts of the Project on
24 the significantly impacted portions of US-1 and I-95. Such an
25 agreement shall be attached as an exhibit to a development order

1 and shall be in the form of either a clearly identified,
2 executed and recorded local government development agreement,
3 consistent with Sections 163.3220 through 163.3243, Florida
4 Statutes; an interlocal agreement; a FDOT joint participation
5 agreement; or a written acceptance by the affected local
6 government governing board or the FDOT (District 5 and
7 District 2), as appropriate.

8 For purposes hereof, "proportionate share
9 payment" means a contribution from a Declarant or owner of a
10 DRI to the local government or the governmental agency having
11 maintenance responsibility for those facilities, which makes
12 adequate financial provision for the public transportation
13 facilities needed to accommodate the impacts of the proposed
14 development. The proportionate share payment shall be deemed to
15 make adequate financial provision for such facilities if it is
16 equal to or greater than the sum of the costs of improvements
17 attributable to the proposed development derived from the
18 application of the following formula. The costs of improvements
19 attributable to the proposed development are based upon the sum
20 of the cost of improving each significantly impacted state and
21 regional roadway which will operate at worse than the level of
22 service standard in the local government's approved
23 comprehensive plan or the FDOT level of service standards for
24 roads on the Florida Intrastate Highway System at each project
25 stage or project phase and at project buildout. The

1 proportionate share of the cost of improvements of each such
2 roadway is calculated according to the following formula:

$$3 \quad \frac{(\text{DRI trips})}{(\text{SV increase})} = \text{cost}$$

4 DRI trips = cumulative number of the 2-way trips from the
5 proposed development expected to reach the roadway during the
6 peak hour from the complete buildout of a stage or phase being
7 approved.

8 SV increase = the change in 2-way peak hour maximum service
9 volume of the roadway resulting from construction of the
10 improvement necessary to maintain the adopted level of service.

11 In determining the SV increase for US-1, the base service volume
12 shall be defined as the service volume for a 4-lane divided
13 uninterrupted flow highway for urban areas as described in the
14 2002 Quality/Level of Service Handbook, published by the Florida
15 Department of Transportation.

16 Cost = cost of construction, at the time of Declarant
17 payment, of an improvement necessary to maintain the adopted
18 level of service. Construction cost includes all improvement
19 associated costs, including engineering design, right-of-way
20 acquisition, planning, engineering, inspection, and other
21 associated physical development costs directly required and
22 associated with the construction of the improvement, as
23 determined by the governmental agency having maintenance
24 authority over the roadway.

25 **9. Air Quality.**

1 The following dust control measures shall be undertaken
2 by the Declarant during all construction activities throughout
3 build-out of the Palm Coast Park DRI:

4 (a) Contractors shall moisten soil or use resinous
5 adhesives on barren areas, which shall include at a minimum,
6 all roads, parking lots or material stockpiles;

7 (b) Contractors shall use mulch, liquid resinous
8 adhesives with hydro-seeding or sod on all landscaped areas;

9 (c) Contractors shall remove soil and other dust-
10 generating material deposited on paved streets by vehicular
11 traffic, earth-moving equipment or soil erosion; and

12 (d) Contractors shall utilize best operating
13 practices in conjunction with any burning resulting from land
14 clearing, which may include use of air curtain incinerators.

15 **10. Hurricane Evacuation.**

16 (a) All residents of the Palm Coast Park DRI shall be
17 provided by the Declarant with information regarding the
18 vulnerability of the development to the impacts of hurricanes.
19 This information shall take the form of educational materials
20 designed to increase evacuation participation.

21 (b) No residential units shall be developed within
22 the category 1, 2 or 3 storm surge inundation zone, based on
23 the final survey and referenced with the storm surge levels
24 indicated in the 1998 Northeast Florida Hurricane Storm Surge
25 Atlas Series.

1 (c) Prior to the construction of the bridge crossing
2 the Hulett Branch, an engineering study shall be completed that
3 includes analysis to ensure the final structure shall remain
4 stable and not be damaged by the surge flow during a hurricane
5 storm event.

6 **11. Affordable Housing.**

7 (a) Prior to the commencement of development of Phase
8 2 and Phase 3, the Declarant shall reanalyze the affordable
9 housing impacts of the Palm Coast Park DRI. The methodology to
10 be utilized to complete this reanalysis and the results of the
11 reanalysis shall be reviewed and approved by the DEO (or its
12 successor), the NEFRC and the City. The reanalysis shall also
13 include an assessment of need for moderate-income housing
14 generated by the Palm Coast Park DRI. If the reanalysis
15 indicates that employees within the Palm Coast Park DRI are
16 having a significant problem finding affordable housing in
17 reasonable proximity to their places of work, that impact shall
18 be mitigated as appropriate. This Amended and Restated DO shall
19 be amended to incorporate appropriate mitigation strategies for
20 any identified affordable housing impacts prior to the
21 commencement of Phase 2 development.

22 (b) Any addition to the development of the
23 non-residential portion of the Palm Coast Park DRI in excess of
24 200,000 square feet of office space, 300,000 square feet of
25 retail space, 200,000 square feet of light industrial space and

1 40,000 square feet of institutional space during Phase 1 shall
2 require an assessment of new affordable housing impacts
3 associated with the employees of the additional non-residential
4 development.

5 **12. Police and Fire Protection.**

6 (a) The Declarant, or subsequent property owner, shall
7 deed to the City one (1) Fire Station Site, containing 6 acres
8 (unless a lesser amount is requested by the City), which shall
9 be located on Tract 14 directly East of the termination of Peavy
10 Grade Road (a/k/a Wellfield Grade Road) on the East side of US
11 Highway 1 (State Road 5). The aforementioned location is
12 generally depicted in **Exhibit "N"** attached hereto. The Fire
13 Station Site shall be deeded to the City, free of charge, via
14 warranty deed and shall be free and clear of liens or
15 encumbrances. The Declarant, or the current owner of Tract 14,
16 shall convey title to the Fire Station Site to the City within
17 180 days following a request by the City. Declarant, or the
18 current owner of Tract 14, will pay all costs of closing and
19 will provide title insurance to the City. The conveyance will
20 not include any deed restrictions.

21 (b) Environmental Status. Declarant or owner warrants
22 and represents to City that, to its knowledge, the property to
23 be donated: (i) is free of all hazardous waste or substances
24 except as may be permitted by applicable law; (ii) has been
25 operated and maintained in compliance with all applicable

1 environmental laws, statutes, ordinances, rules and regulations;
2 (iii) no other release of any hazardous waste or substances has
3 taken place on the property; (iv) no migration of hazardous
4 waste or substances has taken place from the property which
5 would cause the release of any hazardous waste or substance on
6 any adjoining lands or any other lands in the vicinity of the
7 property to be donated; and (v) there are no bulk or underground
8 tanks on or in the property to be donated, and, no bulk or
9 underground storage tanks have ever been located on or in the
10 property to be donated.

11 (c) Prior to the construction of any development
12 exceeding 3 stories in height, one of the following scenarios
13 must occur within the 4-mile service delivery area:

14 (i) The operation of an aerial apparatus
15 available on a 24-hour, 7 days a week basis; or

16 (ii) The Declarant has contributed a proportionate
17 share of the cost of an aerial apparatus based upon approved
18 non-residential development square footage and residential units
19 in excess of 3 stories within the service delivery area (fire
20 station within 3.5 miles). An agreement for provision of service
21 reached between the Declarant and the City with regard to
22 proportionate share contributions may supercede this condition
23 at the City's election.

24 **13. Recreation and Open Space.**

1 (a) By **December 31, 2012** (subject to any permitting
2 delays), the Declarant and the CDD shall design, permit and
3 construct an offsite trail connecting the existing multi-purpose
4 trail system within the Project from its current southern terminus
5 along the eastern side of US-1 to Palm Coast Parkway, and from
6 there, along the northern side of Palm Coast Parkway to the
7 existing sidewalk fronting the Baptist Church site (the "US-
8 1/Palm Coast Parkway Trail Extension"). The location of the US-
9 1/Palm Coast Parkway Trail Extension is shown on **Exhibit "I"**
10 hereto and the design cross-section and specifications for the
11 US-1/Palm Coast Parkway Trail Extension are shown on **Exhibit "J"**
12 hereto. In compensation for the Declarant acting as the CDD's
13 project manager for the design of the Matanzas Woods Parkway
14 Trail, the design and construction of the US-1/Palm Coast Parkway
15 Trail Extension, and obtaining easements from third parties, the
16 City shall relieve and release the Declarant (Florida Landmark
17 Communities, LLC) from its obligation to install sidewalks at
18 Citation Commerce Park (performance bond #104470866) and Seminole
19 Pointe (performance bond #104470869) and hereby authorizes the
20 Declarant to reduce those bond amounts accordingly.

21 (b) The City hereby acknowledges that the Declarant
22 has already satisfied a portion of its requirement to provide
23 recreation and open space at Palm Coast Park by constructing
24 Hewitt Sawmill Park, as well as the direct trail connection
25 between the existing school sites on Belle Terre Parkway through

1 the Community Park Site to the trail within the US-1 Frontage
2 Park. Additionally, the Declarant has constructed a multi-
3 purpose trail system connecting commercial areas with residential
4 areas and recreational amenities within the Project to adjacent
5 sidewalks and trails as shown on **Exhibit "G"** hereto. The Project's
6 internal sidewalk system may be used as connections between trail
7 segments where appropriate. The trail system shall be identified
8 on site plans submitted to the City and shall be consistent with
9 the City's trail plan as provided for in the City's Comprehensive
10 Plan.

11 (c) The Declarant hereby waives any right to park and
12 recreation impact fee credits for park and recreation impact fees
13 that are paid in connection with the development within the Palm
14 Coast Park DRI for donation of the Park Sites, Site Improvements,
15 designing the Matanzas Woods Parkway Trail, constructing the US-
16 1/Palm Coast Parkway Trail Extension and designing and
17 constructing the Access Improvements and the Other Improvements.

18 (d) In order to facilitate the City and Declarant's
19 objective of creating a sports complex while addressing the
20 impacts of 1,000 multi-family units (in the Fifth Amendment to
21 the DRI-DO), the City and the Declarant agree to a Park Site
22 Exchange as follows: (i) The City shall convey Tract A, as
23 identified in the Master Development Plan to the Declarant by
24 special warranty deed, both as described and depicted by Exhibit
25 "1", and (ii) the Declarant shall convey by general warranty deed

1 the Alternate City Park Site to the City, both as described and
2 depicted by Exhibit "2". The conveyances of the parties'
3 respective lands pursuant to the Park Site Exchange shall be free
4 from all encumbrances except easements, reservations, and
5 restrictions acceptable to each other, together with all
6 appurtenances pertaining to the conveyance. Declarant will
7 prepay taxes for the year of closing pursuant to Fla. Stat.
8 196.295, and all special assessments which have been levied or
9 certified prior to closing on the Alternate City Park Site. One
10 hundred and twenty days before Closing, the Declarant will cause
11 the title company of its choice to issue and deliver to City ALTA
12 title commitments to issue a policy in the amount of the assessed
13 value of the Alternate City Park Site, accompanied by one copy of
14 each document supporting any exceptions to the title commitment.
15 The parties will execute a standard form owner's affidavit and
16 such other affidavits as may be reasonably required by the City,
17 the Title Company, or the Closing Agent. The Declarant will also
18 execute an Affidavit of interest in Real Property pursuant to
19 Fla. Stat. 286.23. The Declarant will execute affidavits
20 declaring that Alternate City Park Site does not currently
21 contain any Hazardous Substances in violation of any applicable
22 environmental laws or regulations, including but not limited to
23 Section 103 of the Comprehensive Environmental Response,
24 Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.,
25 any "superlien" laws, any superfund laws, or similar federal or
state laws, or any successor statutes ("Environmental Laws"), nor

1 to Declarant's knowledge has any clean-up of their properties
2 occurred pursuant to the Environmental Laws which could give rise
3 to liability to reimburse any governmental authority for the costs
4 of such clean-up or result in a lien or encumbrance. Subsequent
5 to the Park Site Exchange, the City will process changes to the
6 permitted land uses of each as follows:

7 (a) The City Park Site: A land use designation of
8 Mixed Use and a zoning classification of COM-2, High Density
9 Residential and Office which is consistent with the adjacent
10 Tracts.

11 (b) The Alternate City Park Site: A land use
12 designation of Public and a zoning classification of Public/Semi-
13 public. The Declarant shall cause any and all CDD assessment or
14 the CDD's right to assess the property to be released from said
15 encumbrance.

16 (e) The Declarant shall receive park impact fee credits
17 due to the Declarant donating land to the City in excess of the
18 amount of land required based on the number of dwelling units.
19 Declarant is providing an extra 16 acres of land as part of the
20 Park Site Exchange in order to facilitate a City sports complex.
21 The Declarant is providing enough park land for 909 dwelling units
22 above the 4960 maximum allowed in this development. Due to the
23 Declarant's excess contribution, impact fees for 909 dwelling
24 units will be credited against the Declarant's total impact fees
25 due for the development. Declarant will provide notice to City
of intent to use impact fee credits; such notice shall include

1 the name of selected project within the Palm Coast Park DRI. The
2 parties will then enter into an agreement prior to the award of
3 the credits for that particular project. The Declarant will not
4 be entitled to any more than 4960 dwelling units, however.

5 (f) Additional access from the southern portion of the
6 Alternate City Park Site to US 1 shall be made through the
7 Declarant's property Tracts 17 & 18 via an access easement in a
8 form acceptable to the City unless Declarant and City agree in
9 writing to waive this requirement.

10 **14. Education.**

11 Residential development within the Palm Coast Park DRI
12 shall cease if adequate school facilities are not in place at a
13 time that impacts occur to handle the school age children
14 generated by the Palm Coast Park DRI. The Declarant shall
15 dedicate or cause the project developer to dedicate a 25 acre
16 school site, consisting of all or a portion of Tracts 7A and 7B,
17 to the Flagler County School District.

18 Declarant or its successors shall provide Concurrency
19 Agreement (by letter, resolution or form acceptable to school
20 board) prior to approval of final plat/site plan for the 1,000
21 multi-family units approved by the Fifth Amendment to the DRI-
22 DO.

23 **15. Historical and Archaeological Sites.**
24
25

1 The Florida Master Site file has indicated that 2
2 archeological sites (8FL14, Hewitt's Mill and 8FL186, and the
3 Old King's Road) exist on the DRI Property.

4 No development shall commence within 1/4 mile of
5 archeological sites 8FL14, Hewitt's Mill and 8FL186, and the Old
6 Kings Road until the Archaeological Investigation Final Report
7 has been reviewed and accepted by the State Historic
8 Preservation Officer ("SHPO"). Any and all conditions set forth
9 or otherwise agreed to in the SHPO letter of acceptance shall
10 become a condition of this Second Amended and Restated DO.

11 In the event any other regionally significant
12 historical and archaeological resources are discovered in the
13 course of development, the Declarant shall immediately notify
14 the Division of Historical Resources ("DHR"). No disruption of
15 the findings shall be permitted until the investigation is
16 complete and DHR has rendered a recommendation, which shall be
17 binding to the Declarant.

18 **16. Land Uses and Development.**

19 Development within the Palm Coast Park DRI shall be
20 permitted in accordance with the terms and conditions that are
21 set forth on **Revised Exhibit "H"** hereto which are consistent
22 with the City's Comprehensive Land Use Plan.

23 **17. Right of Way Dedication.**

24 The owner of Tract 17, as identified on **Exhibit "D"**
25 attached to this DRI DO, shall convey to the City of Palm Coast,

1 a one-hundred (100) foot wide right of way at the time of
2 platting Tract 17. The owner of Tract 17 shall convey the right
3 of way for the creation of Peavy Grade (a/k/a Wellfield Grade)
4 and the location of the right of way shall be where the current
5 dirt road exists which is generally depicted in **Exhibit "O"**.

6 **18. General Utility Easement on Tract A.**

7 Declarant, or its successor in interest, shall cause a
8 written general utility easement, generally depicted in **Exhibit**
9 **"M"**, to be executed within a reasonable period of time, but in
10 any event, prior to any application for preliminary plat or site
11 plan approval of any portion of Tract A, as identified on **Exhibit**
12 **"D"** attached to this DRI DO.

13 **19. Non-Compliance with DRI DO.**

14 If the City Council determines that any development on
15 an individual tract, or portion thereof, is not in substantial
16 compliance with this DRI DO or any other provisions thereof are
17 not complied with, all development on that tract or portion
18 thereof not in compliance shall cease upon resolution issuance
19 by City Council. Said resolution shall specifically identify all
20 steps that need be taken to cure the non-conformance on said
21 tract or portion thereof. When the tract or portion thereof is
22 brought into compliance, as confirmed by the City Manager's
23 designee, said tract or portion thereof shall be entitled to
24 resume development.

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WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:

CITY OF PALM COAST

Virginia Smith
Virginia Smith, City Clerk

M Holland
Milissa Holland, Mayor



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DECLARANT'S COVENANT AND AGREEMENT

COMES NOW, the undersigned, and covenant and agree to the foregoing.

WITNESS my hand and official seal this 22 day of January, 2020.

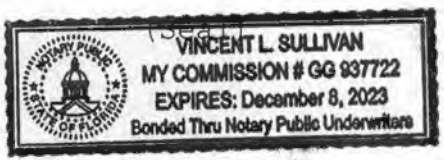
WITNESSES:

PALM COAST LANDS 2006, LLC, a Florida limited liability company

[Signature]
[Signature]
Douglas Property & Development, Inc., its Manager; by Jeffrey R. Douglas, President

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of January, 2020, by **Jeffrey R. Douglas**, President, of **Douglas Property & Development, Inc.** a Florida corporation who is the manager of **Palm Coast Lands 2006, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



[Signature]
Signature
Vincent L Sullivan
Printed Name

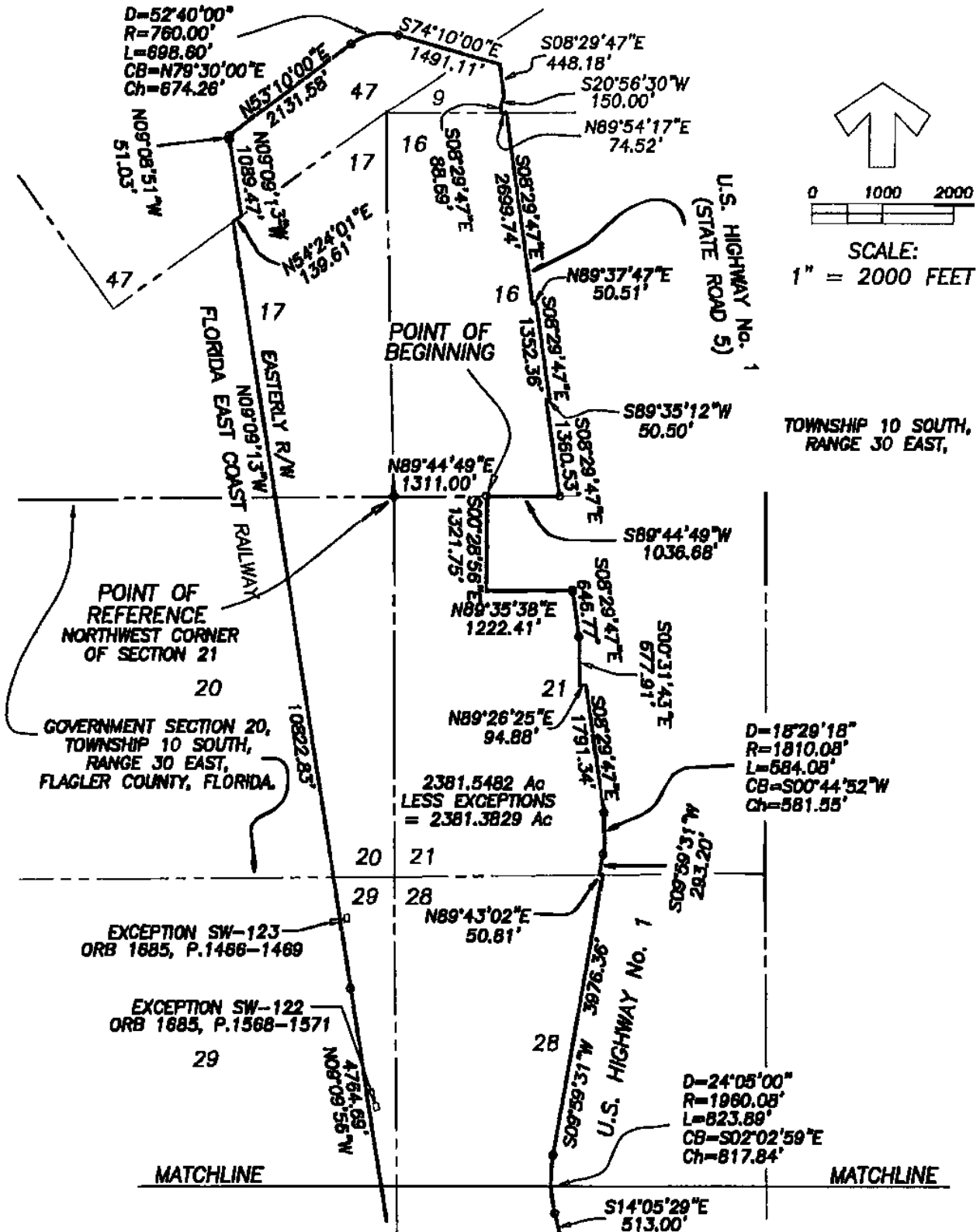
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Notary
Title or Rank

GG 93 7722
Serial Number / Commission Number

SECOND REVISED EXHIBIT "A"

C:\LAND PROJECTS 2007\T1144FLC\RAYONIER PURCHASE\DWG\ACA0-1144-DRI-BOUND-012507.DWG, FEB 07, 2007



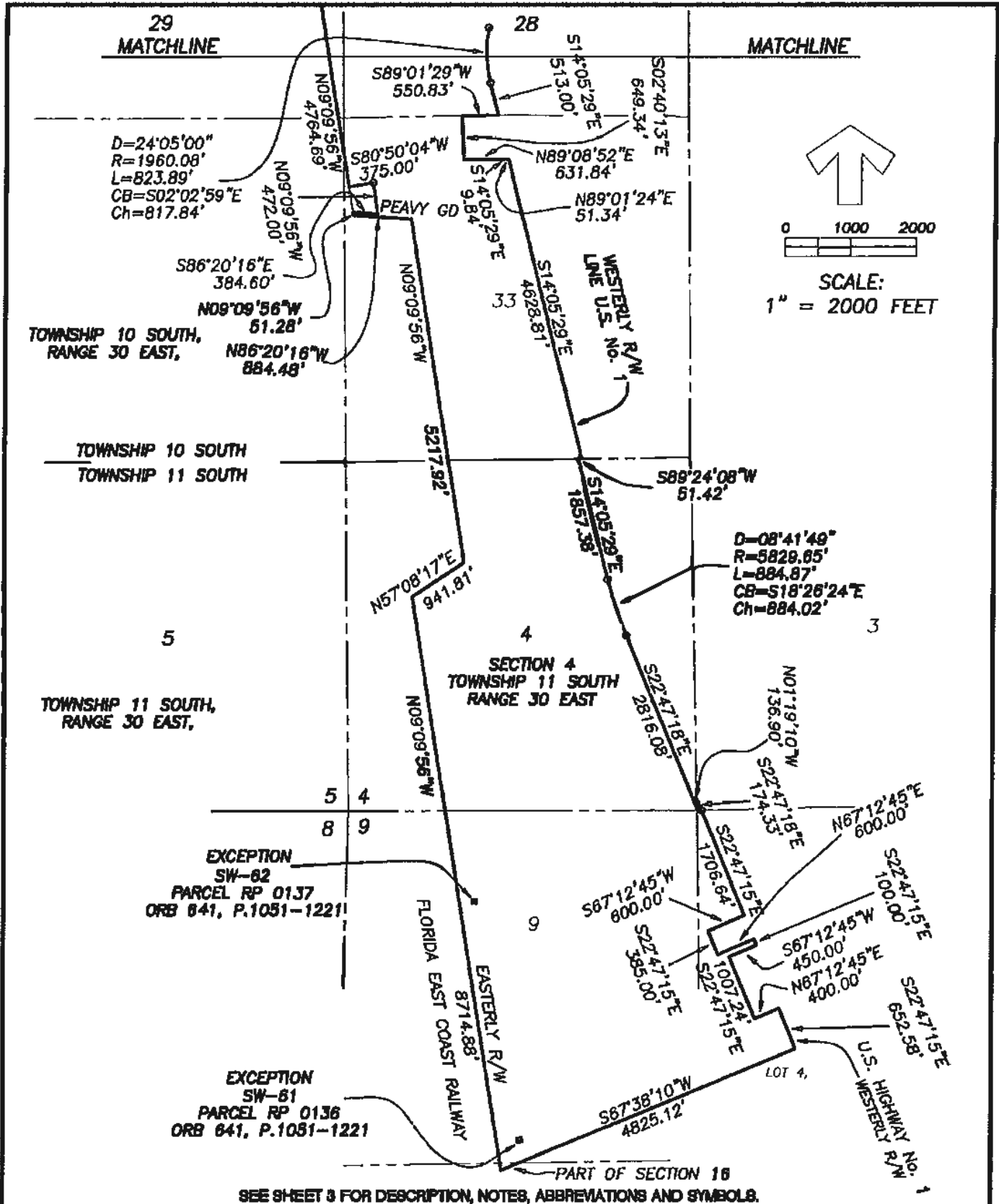
SEE SHEET 3 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.



TOMOKA ENGINEERING
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 140 LPGA Blvd, Suite 143, Daytona Beach, FL 32117
 Phone: 386-274-1800 Fax: 386-274-1802
 email: tomoka@tomoka-survey.com website: www.tomoka-survey.com

SKETCH
 AND
 DESCRIPTION

PROJECT NO.	TY144FLC1
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	1 OF 5



TOMOKA ENGINEERING
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SKETCH AND DESCRIPTION

PROJECT NO.	TI144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 5

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION

RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY AND WEST OF U.S. HIGHWAY No. 1 (STATE ROAD NO. 5) SAID PARCEL LYING WITHIN AND BEING A PORTION OF GOVERNMENT SECTIONS 9, 16, 17, 20, 21, 28, 29, 32, 33, AND 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST, SECTIONS 3, 4, 9 AND 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE NORTH 89°44'49" EAST A DISTANCE OF 1311.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 00°28'56" EAST A DISTANCE OF 1321.75 FEET, THENCE NORTH 89°35'38" EAST A DISTANCE OF 1222.41 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST A DISTANCE OF 648.77 FEET, THENCE DEPARTING U.S. No. 1 RUN SOUTH 00°31'43" EAST A DISTANCE OF 677.91 FEET, THENCE NORTH 89°26'25" EAST A DISTANCE OF 94.88 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 1791.34 FEET TO A POINT OF CURVATURE, THENCE 584.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 018°29'18", A RADIUS OF 1810.08 FEET, A CHORD BEARING OF SOUTH 00°44'52" WEST AND A CHORD DISTANCE OF 581.55 FEET TO A POINT OF TANGENCY, THENCE SOUTH 09°59'31" WEST A DISTANCE OF 293.20 FEET, THENCE NORTH 89°43'02" EAST A DISTANCE OF 50.81 FEET, THENCE SOUTH 09°59'31" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 3976.36 FEET TO A POINT OF CURVATURE, THENCE 823.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE EASTERLY), HAVING A CENTRAL ANGLE OF 024°05'00", A RADIUS OF 1960.08 FEET, A CHORD BEARING OF SOUTH 02°02'59" EAST AND A CHORD DISTANCE OF 817.84 FEET TO A POINT OF TANGENCY, THENCE SOUTH 14°05'29" EAST A DISTANCE OF 513.00 FEET, THENCE SOUTH 89°01'29" WEST A DISTANCE OF 550.83 FEET, THENCE SOUTH 02°40'13" EAST A DISTANCE OF 849.34 FEET, THENCE NORTH 89°08'52" EAST A DISTANCE OF 631.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 14°05'29" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 9.84 FEET, THENCE NORTH 89°01'24" EAST A DISTANCE OF 51.34 FEET, THENCE SOUTH 14°05'29" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 4828.81 FEET TO A POINT ON THE NORTH LINE OF SECTION 4, THENCE SOUTH 89°24'08" WEST A DISTANCE OF 51.42 FEET, THENCE SOUTH 14°05'29" EAST ALONG THE WEST RIGHT-OF-WAY

CONTINUED ON PAGE 4

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTH LINE OF NW 1/4 OF GOVERNMENT SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING NORTH 89°44'49" EAST
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
CB=CHORD BEARING

MB=MAP BOOK
PG=PAGE
R/W=RIGHT OF WAY
C.=CENTER LINE

PC=POINT OF CURVE
PT=POINT OF TANGENCY
POB=POINT OF BEGINNING

PCP=PERMANENT CONTROL POINT
PRM=PERMANENT REFERENCE MONUMENT
ORB=OFFICIAL RECORD BOOK



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SKETCH
AND
DESCRIPTION

PROJECT NO. T1144FLCI
DRAWING REF No. 1144-DRI-BOUND-012507
DATE JANUARY 25, 2007
SHEET NO. 3 OF 5

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 1857.38 FEET TO A POINT OF CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 5829.85 FEET AND A CENTRAL ANGLE OF 08°41'49", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 884.87 FEET, HAVING A CHORD BEARING OF SOUTH 18°28'24" EAST, A CHORD DISTANCE OF 884.02 FEET TO A POINT OF TANGENCY, THENCE SOUTH 22°47'18" EAST A DISTANCE OF 2816.08 FEET, THENCE NORTH 01°19'10" WEST A DISTANCE OF 138.90 FEET, THENCE SOUTH 22°47'18" EAST A DISTANCE OF 174.33 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 1708.84 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 67°12'42" WEST A DISTANCE OF 600.00 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 385.00 FEET, THENCE NORTH 67°12'45" EAST A DISTANCE OF 600.00 FEET, THENCE SOUTH 22°47'15" EAST ALONG THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 100.00 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 67°12'45" WEST A DISTANCE OF 450.00 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 1007.24 FEET, THENCE NORTH 67°12'45" EAST A DISTANCE OF 400.00 FEET, THENCE SOUTH 22°47'15" EAST ALONG THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 652.58 FEET, THENCE SOUTH 67°38'10" WEST A DISTANCE OF 4825.12 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD, THENCE NORTH 09°09'56" WEST ALONG THE EAST LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY A DISTANCE OF 8714.88 FEET TO THE SOUTHWEST CORNER OF PARCEL 800-07, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE NORTH 57°08'17" EAST A DISTANCE OF 941.81 FEET, THENCE NORTH 09°09'56" WEST A DISTANCE OF 5217.92 FEET TO A POINT IN THE CENTER OF PEAVY GRADE, THENCE NORTH 86°20'16" WEST ALONG THE CENTER OF PEAVY GRADE A DISTANCE OF 884.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD, THENCE NORTH 09°09'56" WEST ALONG SAID RAILROAD RIGHT OF WAY A DISTANCE OF 51.28 FEET, THENCE DEPARTING SAID RAILROAD SOUTH 86°20'16" EAST A DISTANCE OF 384.60 FEET, THENCE NORTH 09°09'56" WEST A DISTANCE OF 472.00 FEET, THENCE SOUTH 80°50'04" WEST A DISTANCE OF 375.00 FEET TO SAID RAILROAD RIGHT OF WAY LINE, THENCE NORTH 09°09'56" WEST ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 4784.89 FEET, THENCE NORTH 09°09'13" WEST A DISTANCE OF 10822.83 FEET TO A POINT ON THE SOUTH LINE OF SECTION 47, THENCE NORTH 54°24'01" EAST ALONG SAID SOUTH LINE OF SECTION 47 A DISTANCE OF 139.81 FEET, THENCE DEPARTING SAID SOUTH LINE OF SECTION 47 NORTH 09°09'13" WEST ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 1089.47 FEET, THENCE NORTH 09°08'51" WEST A DISTANCE OF 51.03 FEET, THENCE DEPARTING SAID RAILROAD RIGHT OF WAY NORTH 53°10'00" EAST A DISTANCE OF 2131.58 FEET TO A POINT OF CURVATURE, THENCE 698.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHERLY), HAVING A CENTRAL ANGLE OF 52°40'00", A RADIUS OF 780.00 FEET, A CHORD BEARING OF NORTH 79°30'00" EAST AND A CHORD DISTANCE OF 674.28 FEET TO A POINT OF TANGENCY, THENCE SOUTH 74°10'00" EAST A DISTANCE OF 1491.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST ALONG U.S. HIGHWAY No. 1 A DISTANCE OF 448.18 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 20°56'30" WEST A DISTANCE OF 150.00 FEET, THENCE SOUTH

CONTINUED ON PAGE 5



LB #2232

TOMOKA ENGINEERING

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SKETCH
AND
DESCRIPTION

PROJECT NO.	TM44FLCJ
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	4 OF 5

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

08°29'47" EAST A DISTANCE OF 88.89 FEET, THENCE NORTH 89°54'17" EAST A DISTANCE OF 74.52 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST ALONG U.S. HIGHWAY No. 1 A DISTANCE OF 2899.74 FEET, THENCE NORTH 89°37'47" EAST A DISTANCE OF 50.51 FEET, THENCE SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 1352.38 FEET, THENCE SOUTH 89°35'12" WEST A DISTANCE OF 50.50 FEET, THENCE SOUTH 08°29'47" EAST A DISTANCE OF 1380.53 FEET TO A POINT ON THE NORTH LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 89°44'49" WEST A DISTANCE OF 1036.68 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT WELL SITE SW-61, A 60'x60' PARCEL OF LAND WITHIN SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, RECORDED AS PARCEL RP 0136, IN OFFICIAL RECORDS BOOK 641, PAGE 1051, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.08264 ACRES MORE OR LESS;

LESS AND EXCEPT WELL SITE SW-62, A 80'x80' PARCEL OF LAND WITHIN SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, RECORDED AS PARCEL RP 0137, IN OFFICIAL RECORDS BOOK 641, PAGE 1051, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.08264 ACRES MORE OR LESS;

LESS AND EXCEPT WELL SITE SW-122, A 70'x100' PARCEL OF LAND WITHIN SECTION 29, TOWNSHIP 10 SOUTH, RANGE 30 EAST, RECORDED IN OFFICIAL RECORDS BOOK 1885, PAGE 1588, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.1808 ACRES MORE OR LESS;

LESS AND EXCEPT WELL SITE SW-123, A 70'x100' PARCEL OF LAND WITHIN SECTION 29, TOWNSHIP 10 SOUTH, RANGE 30 EAST, RECORDED IN OFFICIAL RECORDS BOOK 1885, PAGE 1486, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.1808 ACRES MORE OR LESS;

PARCEL (LESS EXCEPTIONS) CONTAINING 2381.0629 ACRES, MORE OR LESS.



LB 02232

TOMOKA ENGINEERING

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SKETCH AND DESCRIPTION

PROJECT NO.	TT144FLC1
DRAWING REF No.	1144-DR1-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	5 OF 5

L=472.48'
R=1124.00'
D=24°05'00"
CH=488.99'
CB=N87°57'01"E

L=742.48'
R=1875.00'
D=22°41'18"
CH=737.64'
CB=N87°15'10"E

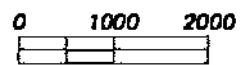
L=252.67'
R=1876.00'
D=07°43'01"
CH=252.48'
CB=S77°32'41"E

L=2981.88'
R=3079.04'
D=55°29'03"
CH=2866.53'
CB=S11°25'41"E

L=6.23'
R=1148.00'
D=00°18'38"
CH=6.23'
CB=S39°13'45"E

C1 - L=750.33'
R=1785.06'
D=24°05'00"
CH=744.82'
CB=N02°02'59"W

RESERVED FOR RECORDING INFORMATION



SCALE:
1" = 2000 FEET

LINE	LENGTH	BEARING
L1	2074.30'	N00°32'09"W
L2	2323.41'	S81°24'11"E
L3	52.11'	S73°41'10"E
L4	35.35'	S28°41'10"E
L5	537.91'	S16°18'50"W
L6	2737.82'	S39°23'05"E
L7	2082.75'	S50°36'55"W
L8	808.82'	S39°23'05"E
L9	2401.22'	S20°16'51"E
L10	300.00'	S89°43'09"W
L11	3298.71'	S12°47'58"E
L12	3540.82'	S67°12'21"W
L13	2431.20'	N22°47'15"W
L14	26.78'	N88°44'06"E
L15	688.01'	N22°47'18"W
L16	204.92'	N01°19'10"W
L17	2053.27'	N22°47'18"W
L18	1785.39'	N14°05'29"W
L19	77.13'	S89°24'09"W
L20	3193.40'	N14°05'29"W
L21	80.00'	N75°54'31"E
L22	80.00'	N14°05'29"W
L23	80.00'	S75°54'31"W
L24	1802.90'	N14°05'29"W
L25	244.85'	N01°17'10"W
L26	5.92'	S89°28'59"E
L27	74.14'	N14°05'29"W
L28	80.00'	S75°54'31"W
L29	493.77'	N14°05'29"W
L30	758.00'	N09°59'31"E
L31	896.08'	S80°00'29"E
L32	589.81'	N75°54'31"E
L33	87.08'	S81°24'11"E

TOTAL AREA (LESS EXCEPTIONS)
= 1682.502 ACRES

TOWNSHIP 10 SOUTH
TOWNSHIP 11 SOUTH

WELL SITE SW-37
O.R.B. 1460, PG. 1301

L=839.35'
R=5329.85'
D=08°41'49"
CH=838.53'
CB=N18°26'24"W

WELL SITE SW-36
EXCEPTION

WELL SITE SW-35
EXCEPTION

WELL SITE SW-34
EXCEPTION

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

REVISED
11/11/2010



TOMOKA ENGINEERING
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SKETCH
AND
DESCRIPTION

PROJECT NO. T1144FLCI
DRAWING REF No. 1144-DR-B-BOUND-012507
DATE JANUARY 25, 2007
SHEET NO. 1 OF 4

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 IN GOVERNMENT SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, SECTIONS 3, 4 AND 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE N00°32'09"W ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2074.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE OF SECTION 27 S81°24'11"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 2323.41 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 252.87 FEET, A RADIUS OF 1876.00 FEET, A CENTRAL ANGLE OF 07°43'01"; A CHORD BEARING S77°32'41"E AND A CHORD DISTANCE OF 252.48 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S73°41'10"E FOR A DISTANCE OF 52.11 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 154B, PAGE 418; THENCE ALONG THE WESTERLY BOUNDARIES OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 154B, PAGE 418 AND OFFICIAL RECORDS BOOK 1513, PAGE 172, FLAGLER COUNTY, FLORIDA, FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE DEPARTING SAID RIGHT-OF-WAY LINE S28°41'10"E FOR A DISTANCE OF 35.35 FEET; (2) THENCE S16°18'50"W FOR A DISTANCE OF 537.91 FEET TO A POINT OF CURVATURE; (3) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 2981.88 FEET, A RADIUS OF 3079.04 FEET, A CENTRAL ANGLE OF 55°29'03", A CHORD BEARING S11°25'41"E AND A CHORD DISTANCE OF 2866.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY, SAID POINT BEING ON A CURVE; THENCE ALONG SAID RIGHT-OF-WAY SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 6.23 FEET, A RADIUS OF 1149.00 FEET, A CENTRAL ANGLE OF 00°18'39", A CHORD BEARING S39°13'45"E AND A CHORD DISTANCE OF 6.23 FEET TO A POINT OF TANGENCY, THENCE S39°23'05"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY A DISTANCE OF 2737.82 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN S50°36'55"W A DISTANCE OF 2082.75 FEET; THENCE S39°23'05"E A DISTANCE OF 608.62 FEET; THENCE S20°16'51"E A DISTANCE OF 2401.22 FEET; THENCE S89°43'09"W A DISTANCE OF 500.00 FEET; THENCE S12°47'58"E A DISTANCE OF 3299.71 FEET; THENCE S67°12'21"W A DISTANCE OF 3540.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) (RIGHT-OF-WAY VARIES); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 FOR THE FOLLOWING NINE (9) COURSES; (1) THENCE N22°47'15"W A DISTANCE OF 2431.20 FEET TO A POINT ON THE NORTH LINE OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST; (2) THENCE N88°44'08"E ALONG SAID NORTH LINE OF SECTION 10 A

LEGAL DESCRIPTION CONTINUED ON SHEET 3 OF 4:

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT RIGHT-OF-WAY), BEING S81°24'11"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA	MB=MAP BOOK	PC=POINT OF CURVE	PCP=PERMANENT CONTROL POINT
R=RADIUS	PG=PAGE	PT=POINT OF TANGENCY	PRM=PERMANENT REFERENCE MONUMENT
L=LENGTH	R/W=RIGHT OF WAY	POB=POINT OF BEGINNING	ORB=OFFICIAL RECORD BOOK
CH=CHORD	CL=CENTER LINE		
CB=CHORD BEARING			



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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLC1
DRAWING REF No.	1144-DR1-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 4

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION CONTINUED:

DISTANCE OF 26.76 FEET; (3) THENCE DEPARTING SAID NORTH LINE N22°47'18"W A DISTANCE OF 688.01 FEET TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST; (4) THENCE N01°19'10"W ALONG SAID WEST LINE OF SECTION 3 A DISTANCE OF 204.92 FEET; (5) THENCE DEPARTING SAID WEST LINE N22°47'18"W A DISTANCE OF 2053.27 FEET TO A POINT OF CURVATURE; (6) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 839.35 FEET, A RADIUS OF 5529.65 FEET, A CENTRAL ANGLE OF 08°41'49", A CHORD BEARING N18°26'24"W AND A CHORD DISTANCE OF 838.53 FEET TO A POINT OF TANGENCY; (7) THENCE N14°05'29"W A DISTANCE OF 1785.39 FEET TO A POINT ON THE NORTH LINE OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST; (8) THENCE S89°24'09"W ALONG SAID NORTH LINE OF SECTION 4 A DISTANCE OF 77.13 FEET; (9) THENCE DEPARTING SAID NORTH LINE N14°05'29"W A DISTANCE OF 3193.40 FEET TO A POINT ON THE SOUTHERLY LINE OF WELL SITE SW-41, OFFICIAL RECORDS BOOK 832, PAGE 991; THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 RUN N75°54'31"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 60.00 FEET; THENCE N14°05'29"W ALONG THE EAST LINE OF SAID WELL SITE SW-41 A DISTANCE OF 60.00 FEET; THENCE S75°54'31"W ALONG THE NORTH LINE OF SAID WELL SITE SW-41 A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING WELL SITE SW-41 ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE N14°05'29"W A DISTANCE OF 1802.90 FEET; (2) THENCE N01°17'10"W A DISTANCE OF 244.85 FEET TO A POINT ON THE NORTH LINE OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST ALSO BEING THE SOUTH LINE OF WELL SITE SW-42, OFFICIAL RECORDS BOOK 832, PAGE 991; THENCE S89°28'59"E ALONG SAID NORTH LINE OF SAID SECTION 33 AND THE SOUTHERLY LINE OF SAID WELL SITE SW-42 A DISTANCE OF 5.92 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 33 RUN N14°05'29"W ALONG THE EASTERLY LINE OF SAID WELL SITE SW-42 A DISTANCE OF 74.14 FEET; THENCE S75°54'31"W ALONG THE NORTHERLY LINE OF SAID WELL SITE SW-42 A DISTANCE OF 60.00 FEET; THENCE DEPARTING WELL SITE SW-42 ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE N14°05'29"W A DISTANCE OF 493.77 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 750.33 FEET, A RADIUS OF 1785.08 FEET, A CENTRAL ANGLE OF 24°05'00", A CHORD BEARING N02°02'59"W AND A CHORD DISTANCE OF 744.82 FEET TO A POINT OF TANGENCY; (3) THENCE N09°59'31"E A DISTANCE OF 756.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY FOR THE FOLLOWING FIVE (5) COURSES; (1) THENCE S80°00'29"E A DISTANCE OF 896.08 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 472.46 FEET, A RADIUS OF 1124.00 FEET, A CENTRAL ANGLE OF 24°05'00", A CHORD BEARING N87°57'01"E AND A CHORD DISTANCE OF 468.99 FEET TO A POINT OF TANGENCY; (3) THENCE N75°54'31"E A DISTANCE OF 569.81 FEET TO A POINT OF CURVATURE; (4) THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 742.48 FEET, A RADIUS OF 1875.00 FEET, A CENTRAL ANGLE OF 22°41'18", A CHORD BEARING N87°15'10"E AND A CHORD DISTANCE OF 737.64 FEET TO A POINT OF TANGENCY; (5) THENCE S81°24'11"E A DISTANCE OF 67.08 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LEGAL DESCRIPTION CONTINUED ON SHEET 4 OF 4:



LD 2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
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 email: tomako@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	3 OF 4

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION CONTINUED:

LESS AND EXCEPT THE FOLLOWING:

CITY OF PALM COAST WELL SITE (SW-34). DESCRIPTION RECORDED AS PARCEL PR 0140 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-35). DESCRIPTION RECORDED AS PARCEL PR 0141 IN OFFICIAL RECORDS BOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-36). DESCRIPTION RECORDED AS PARCEL PR 0142 IN OFFICIAL RECORDS BOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-37). DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 1460, PAGE 1301 THROUGH 1304 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.0826 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-38). DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 1471, PAGE 1627 THROUGH 1630 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.0826 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-43). DESCRIPTION RECORDED AS PARCEL PR 0032 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND (LESS EXCEPTIONS) CONTAINS 1562.502 ACRES MORE OR LESS.



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SKETCH
AND
DESCRIPTION

PROJECT NO. T1144FLC1
DRAWING REF No. 1144-DRI-BOUND-012507
DATE JANUARY 25, 2007
SHEET NO. 4 OF 4

RESERVED FOR RECORDING INFORMATION

LAKEVIEW, SECTION-37
MAP BOOK 13, PAGES 1-29



SCALE:
1" = 500 FEET

CITY OF PALM COAST
O.R.B. 1548, PG. 418

POINT OF REFERENCE

MATANZAS WOODS PARK

BUD HOLLOW DRIVE

GOVERNMENT SECTION 27
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

POINT OF BEGINNING

SOUTH LINE GOVERNMENT SECTION 27
NORTH LINE GOVERNMENT SECTION 34

CITY OF PALM COAST
O.R.B. 1513, PG. 172

AREA = 8.038
ACRES

L=1,309.35'
R=2,955.04'
D=25°23'14"
CH=1,298.67'
CB=N14°03'09"W

GOVERNMENT SECTION 34
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

(BASIS OF BEARINGS)
S16°18'50"W

573°41'10"E
574.54'

BUFFALO BILL DRIVE

BELLE-TERRE, SECTION-35
MAP BOOK 11, PAGE 6

L=436.64'
R=1,148.00'
D=21°46'25"
CH=434.02'
CB=S05°25'38"W

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

REVISED
11/11/2010



LB #2332

TOMOKA ENGINEERING

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

SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	1 OF 2

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 27 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT RIGHT-OF-WAY) WITH THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (A 124 FOOT RIGHT-OF-WAY); THENCE S16°18'50"W ALONG SAID WESTERLY RIGHT-OF-WAY OF BELLE TERRE PARKWAY FOR A DISTANCE OF 1,460.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S16°18'50"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 694.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 436.64 FEET, A RADIUS OF 1,149.00 FEET, A CENTRAL ANGLE OF 21°46'25", A CHORD BEARING S05°25'38"W AND A CHORD DISTANCE OF 434.02 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE EASTERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1513, PAGE 172, FLAGLER COUNTY, FLORIDA, NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 1,308.35 FEET, A RADIUS OF 2,955.04 FEET, A CENTRAL ANGLE OF 25°23'14", A CHORD BEARING N14°03'09"W AND A CHORD DISTANCE OF 1,298.67 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE S73°41'10"E ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK FOR A DISTANCE OF 574.54 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.038 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (A 124 FOOT RIGHT-OF-WAY), BEING S16°18'50"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA	MB=MAP BOOK	PC=POINT OF CURVE	PCP=PERMANENT CONTROL POINT
R=RADIUS	PG=PAGE	PT=POINT OF TANGENCY	PRM=PERMANENT REFERENCE MONUMENT
L=LENGTH	R/W=RIGHT OF WAY	POB=POINT OF BEGINNING	ORB=OFFICIAL RECORD BOOK
CH=CHORD	CL=CENTER LINE		
CB=CHORD BEARING			



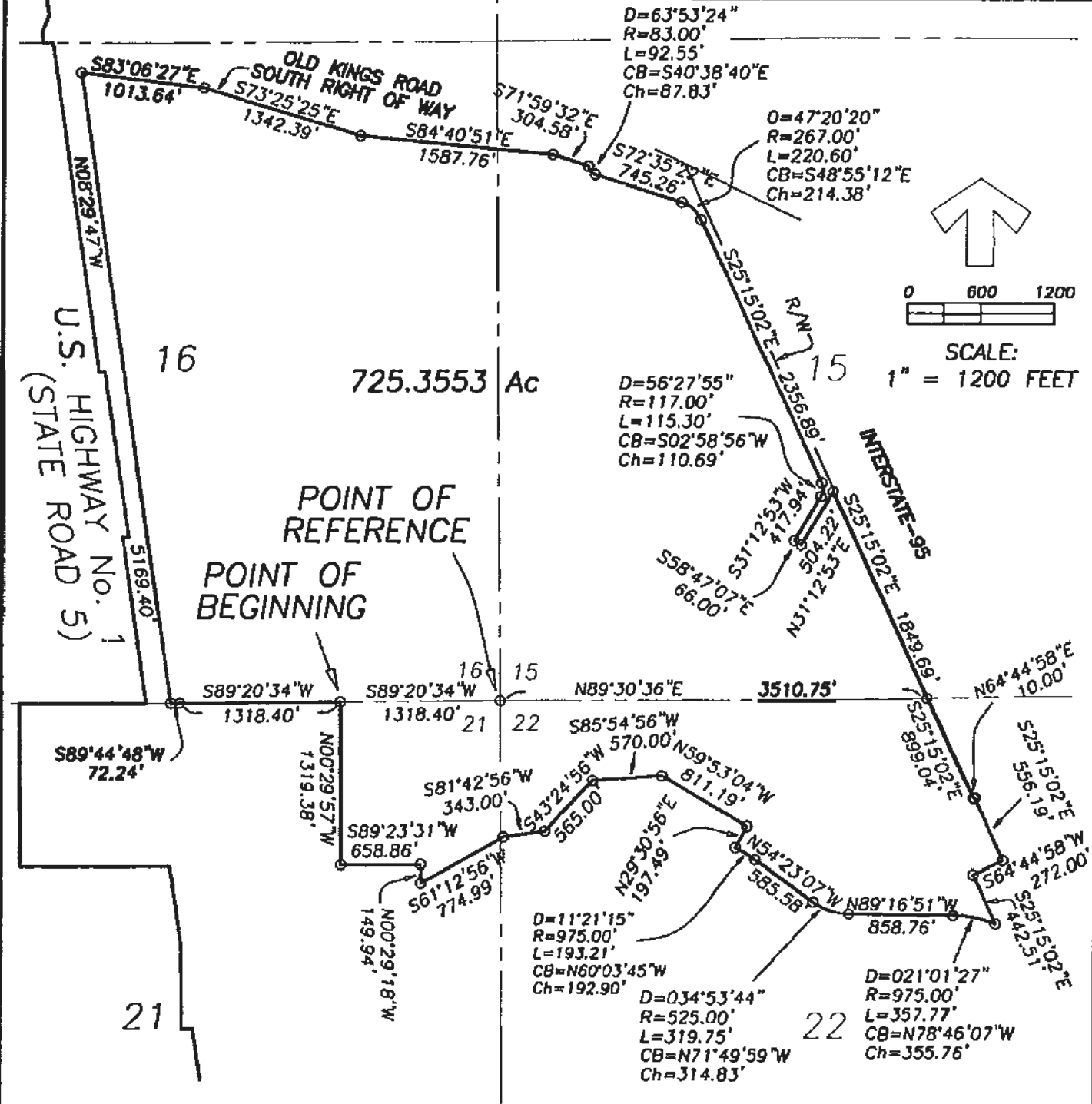
LB #2232

TOMOKA ENGINEERING
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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLC1
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 2

RESERVED FOR RECORDING INFORMATION



SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.



TOMOKA ENGINEERING

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SKETCH AND DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	OF 3

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY No.1 AND WEST OF INTERSTATE-95 IN GOVERNMENT SECTIONS 15, 16, 21 AND 22, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE SOUTH 89°20'34" WEST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 1318.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 89°20'34" WEST A DISTANCE OF 1318.40 FEET, THENCE SOUTH 89°44'48" WEST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 72.24 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE NORTH 08°29'47" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 5169.40 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD KINGS ROAD, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 83°06'27" EAST A DISTANCE OF 1013.64 FEET, THENCE SOUTH 73°25'25" EAST A DISTANCE OF 1342.39 FEET, THENCE SOUTH 84°40'51" EAST A DISTANCE OF 1587.76 FEET, THENCE SOUTH 71°59'32" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF OLD KINGS ROAD A DISTANCE OF 304.58 FEET TO A POINT ON A CURVE, THENCE SOUTHEASTERLY 92.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE NORTHEASTERLY), HAVING A CENTRAL ANGLE OF 63°53'24", A RADIUS OF 83.00 FEET, A CHORD BEARING OF SOUTH 40°38'40" EAST AND A CHORD DISTANCE OF 87.83 FEET TO A POINT OF TANGENCY, THENCE SOUTH 72°35'22" EAST A DISTANCE OF 745.26 FEET, TO A POINT OF CURVATURE, THENCE 220.6 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 47°20'20", A RADIUS OF 267.00 FEET, A CHORD BEARING OF SOUTH 48°55'12" EAST AND A CHORD DISTANCE OF 214.38 FEET TO A POINT OF TANGENCY, THENCE SOUTH 25°15'02" EAST ALONG A LINE LYING PARALLEL TO AND 66.00 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE-95 A DISTANCE OF 2356.89 FEET, TO A POINT OF CURVATURE, THENCE DEPARTING SAID PARALLEL LINE RUN 115.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 56°27'55", A RADIUS OF 117.00 FEET, A CHORD BEARING OF SOUTH 02°58'56" WEST AND A CHORD DISTANCE OF 110.69 FEET TO A POINT OF TANGENCY, THENCE SOUTH 31°12'53" WEST A DISTANCE OF 417.94 FEET, THENCE SOUTH 58°47'07" EAST A DISTANCE OF 66.00 FEET, THENCE NORTH 31°12'53" EAST A DISTANCE OF 504.22 FEET, THENCE SOUTH 25°15'02" EAST A DISTANCE OF 1849.69 FEET TO A POINT

CONTINUED ON PAGE 3

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTH LINE OF THE NE 1/4 OF GOVERNMENT SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING SOUTH 89°20'34" WEST
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA	MB=MAP BOOK	PC=POINT OF CURVE	PCP=PERMANENT CONTROL POINT
R=RADIUS	PG=PAGE	PT=POINT OF TANGENCY	PRM=PERMANENT REFERENCE MONUMENT
L=LENGTH	R/W=RIGHT OF WAY	POB=POINT OF BEGINNING	ORB=OFFICIAL RECORD BOOK
CH=CHORD	C=CENTER LINE		
CB=CHORD BEARING			



LB #2232

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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 3

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

ON THE NORTH LINE OF SECTION 22, THENCE CONTINUE SOUTH 25°15'02" EAST A DISTANCE OF 899.04 FEET, THENCE NORTH 64°44'58" EAST A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE-95, THENCE SOUTH 25°15'02" EAST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 556.19 FEET, THENCE DEPARTING INTERSTATE-95 RUN SOUTH 64°44'58" WEST A DISTANCE OF 272.00 FEET, THENCE SOUTH 25°15'02" EAST A DISTANCE OF 442.51 FEET, TO A POINT OF CURVATURE, THENCE 357.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE SOUTHERLY), HAVING A CENTRAL ANGLE OF 021°01'27", A RADIUS OF 975.00 FEET, A CHORD BEARING OF NORTH 78°46'07" WEST AND A CHORD DISTANCE OF 355.76 FEET TO A POINT OF TANGENCY, THENCE NORTH 89°16'51" WEST A DISTANCE OF 858.76 FEET, TO A POINT OF CURVATURE, THENCE 319.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE NORTHERLY), HAVING A CENTRAL ANGLE OF 034°53'44", A RADIUS OF 525.00 FEET, A CHORD BEARING OF NORTH 71°49'59" WEST AND A CHORD DISTANCE OF 314.83 FEET TO A POINT OF TANGENCY, THENCE NORTH 54°23'07" WEST A DISTANCE OF 585.58 FEET TO A POINT OF CURVATURE, THENCE 193.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 11°21'15", A RADIUS OF 975.00 FEET, A CHORD BEARING OF NORTH 60°03'45" WEST AND A CHORD DISTANCE OF 192.90 FEET TO A POINT OF TANGENCY, THENCE NORTH 29°30'56" EAST A DISTANCE OF 197.49 FEET, THENCE NORTH 59°53'04" WEST A DISTANCE OF 811.19 FEET, THENCE SOUTH 85°54'56" WEST A DISTANCE OF 570.00 FEET, THENCE SOUTH 43°24'56" WEST A DISTANCE OF 565.00 FEET, THENCE SOUTH 81°42'56" WEST A DISTANCE OF 343.00 FEET, THENCE SOUTH 61°12'56" WEST A DISTANCE OF 774.99 FEET, THENCE NORTH 00°29'18" WEST A DISTANCE OF 149.94 FEET, THENCE SOUTH 89°23'31" WEST A DISTANCE OF 658.86 FEET, THENCE NORTH 00°29'57" WEST A DISTANCE OF 1319.38 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 725.3553 ACRES, MORE OF LESS.



LB 12232

TOMOKA ENGINEERING

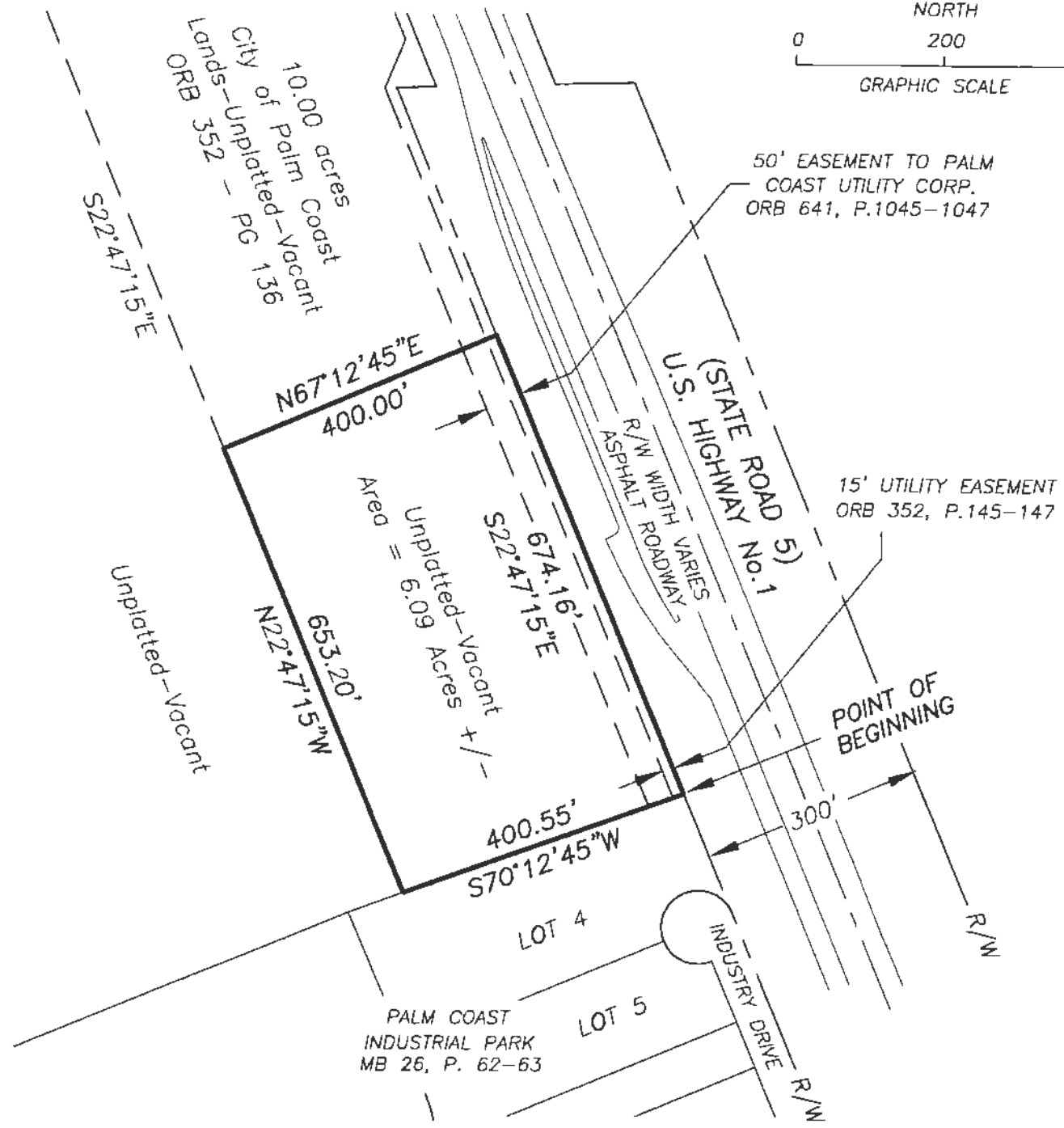
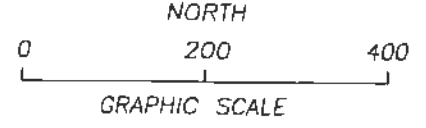
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SKETCH AND DESCRIPTION

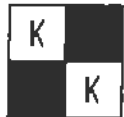
PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	3 OF 3

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY



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



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176
Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 1 OF 2

1" = 200'

SKETCH & DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) A VARIABLE WIDTH RIGHT-OF-WAY, IN GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY-MOST CORNER OF PALM COAST INDUSTRIAL PARK AS RECORDED IN MAP BOOK 26, PAGES 62-63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PALM COAST INDUSTRIAL PARK $S70^{\circ}12'45''W$ FOR A DISTANCE OF 400.55 FEET; THENCE DEPARTING SAID NORTHERLY LINE $N22^{\circ}47'15''W$ FOR A DISTANCE OF 653.20 FEET TO THE SOUTHERLY LINE OF CITY OF PALM COAST LANDS PER OFFICIAL RECORDS BOOK 352, PAGE 136 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE $N67^{\circ}12'45''E$ FOR A DISTANCE OF 400.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID RIGHT-OF-WAY LINE, $S22^{\circ}47'15''E$ FOR A DISTANCE OF 674.16 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6.09 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS; ASSUMED, WITH THE WESTERLY R/W LINE OF U.S. HIGHWAY #1 BEING $S22^{\circ}47'15''E$, AS SHOWN HEREON.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK PROVIDED).
3. NO UNDERGROUND LOCATIONS (UTILITIES, FOUNDATIONS, ETC) SHOWN HEREON.
4. INDIVIDUAL TREES, TOPOGRAPHY AND WETLANDS (IF ANY) NOT LOCATED OR SHOWN HEREON.
5. LEGAL DESCRIPTION WRITTEN BY THE UNDERSIGNED.
6. THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE & RAISED SEAL (OR ELECTRONIC SIGNATURE) OF A PROFESSIONAL SURVEYOR & MAPPER PER FLORIDA ADMINISTRATIVE CODE.
7. THIS IS NOT A BOUNDARY SURVEY. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS
R/W = RIGHT OF WAY
PG/P = PAGE
ORB = OFFICIAL RECORDS BOOK
P.I.D. = PROPERTY IDENTIFICATION
(COUNTY FOLIO) NUMBER

**Kenneth J
Kuhar** Digitally signed by
Kenneth J Kuhar
Date: 2017.03.17
14:55:12 -04'00'

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 2 OF 2

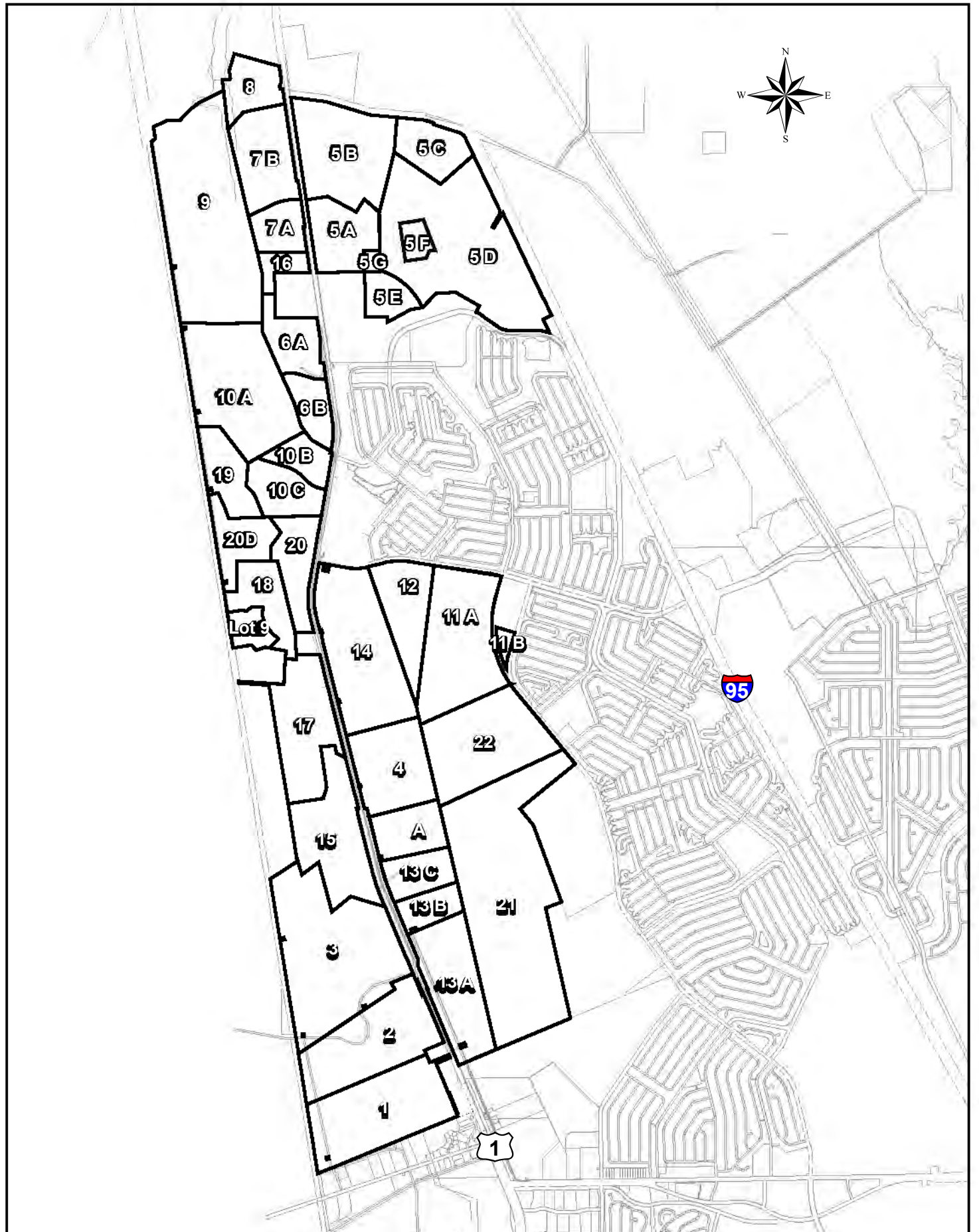
NO SCALE

Conversion Table

Trip Generation Equivalency Matrix Palm Coast Park DRI

Land Use	ITE Code	Size	Units	Peak-Hour Two-Way Trips per Unit	SFDU	Apartments	Condo	Retirement	Office Park	R&D	Office 50K	Office 100K	Office 150K	Ind Park	Warehouse	SC 50K	Sc 200K	SC 250K	SC 600 K	Auto Mall	Spec Ret
SFDU	210	n/a	DU's	0.95	1.000	1.484	1.863	3.654	0.579	0.833	0.352	0.497	0.576	1.033	1.863	0.120	0.192	0.207	0.278	0.339	0.367
Apartments	220	n/a	DU's	0.64	0.674	1.000	1.255	2.462	0.390	0.561	0.237	0.335	0.388	0.696	1.255	0.081	0.129	0.139	0.187	0.229	0.247
Condo	230	n/a	DU's	0.51	0.537	0.797	1.000	1.962	0.311	0.447	0.189	0.267	0.309	0.554	1.000	0.064	0.103	0.111	0.149	0.182	0.197
Retirement	250	n/a	DU's	0.26	0.274	0.406	0.510	1.000	0.159	0.228	0.096	0.136	0.158	0.283	0.510	0.033	0.052	0.057	0.076	0.093	0.100
Office	750	250,000	KSF	1.64	1.726	2.563	3.216	6.308	1.000	1.439	0.607	0.859	0.994	1.783	3.216	0.207	0.331	0.357	0.480	0.586	0.633
Research & Dev	760	250,000	KSF	1.14	1.200	1.781	2.235	4.385	0.695	1.000	0.422	0.597	0.691	1.239	2.235	0.144	0.230	0.248	0.333	0.407	0.440
Office (General)	710	50,000	KSF	2.70	2.842	4.219	5.294	10.385	1.646	2.368	1.000	1.414	1.636	2.935	5.294	0.340	0.544	0.587	0.789	0.964	1.042
Office (General)	710	100,000	KSF	1.91	2.011	2.984	3.745	7.346	1.165	1.675	0.707	1.000	1.158	2.076	3.745	0.241	0.385	0.415	0.558	0.682	0.737
Office (General)	710	150,000	KSF	1.65	1.737	2.578	3.235	6.346	1.006	1.447	0.611	0.864	1.000	1.793	3.235	0.208	0.333	0.359	0.482	0.589	0.637
Industrial Park	130	600,000	KSF	0.92	0.968	1.438	1.804	3.538	0.561	0.807	0.341	0.482	0.568	1.000	1.804	0.116	0.185	0.200	0.269	0.329	0.355
Warehouse	150	200,000	KSF	0.51	0.537	0.797	1.000	1.962	0.311	0.447	0.189	0.267	0.309	0.554	1.000	0.064	0.103	0.111	0.149	0.182	0.197
Retail																					
Shopping Center	820	50,000	KSF	7.94	8.358	12.406	15.569	30.538	4.841	6.965	2.941	4.157	4.812	8.630	15.569	1.000	1.601	1.726	2.322	2.836	3.066
Shopping Center	820	200,000	KSF	4.96	5.221	7.750	9.725	19.077	3.024	4.351	1.837	2.597	3.006	5.391	9.725	0.625	1.000	1.078	1.450	1.771	1.915
Shopping Center	820	250,000	KSF	4.60	4.842	7.188	9.020	17.692	2.805	4.035	1.704	2.408	2.788	5.000	9.020	0.579	0.927	1.000	1.345	1.643	1.776
Shopping Center	820	600,000	KSF	3.42	3.600	5.344	6.706	13.154	2.085	3.000	1.267	1.791	2.073	3.717	6.706	0.431	0.690	0.743	1.000	1.221	1.320
Auto Mall	841	200,000	KSF	2.80	2.947	4.375	5.490	10.769	1.707	2.456	1.037	1.466	1.697	3.043	5.490	0.353	0.565	0.609	0.819	1.000	1.081
Specialty Retail	814	100,000	KSF	2.59	2.726	4.047	5.078	9.962	1.579	2.272	0.959	1.356	1.570	2.815	5.078	0.326	0.522	0.563	0.757	0.925	1.000

Example: Determine how many square feet of shopping center is equivalent to 200 single family dwelling units relative to gross p.m. peak-hour two-way trips. go to the SFDU row, follow it across to the shopping center columns, multiply 200 by .120 to get 24 KSF or 24,000 sq. ft. of the 50,000 sq. ft. shopping center range or multiply 200 by .182 to get 38 KSF or 38,000 sq. ft. of the 200,000 sq. ft. shopping center range or multiply 200 by .207 to get 41 KSF or 41,000 sq. ft. of the 250,000 sq. ft. shopping center range



PALM COAST PARK

THURGOOD LAWRENCE EXHIBIT "DD"
TRACT MAP

EXHIBIT "E"

STORMWATER POLLUTION PREVENTION PLAN

In order to ensure water quality is maintained and encroachment into environmentally sensitive areas are prohibited, the property Owner and Contractor shall make an effort to adhere to the following Operation Plan prior to and during construction.

STORMWATER POLLUTION PREVENTION PLAN APPROVAL

A Stormwater Pollution Prevention Plan (SWPPP) will be developed by the Engineer and included in the construction plans for each area of development. The Contractor is responsible to review the plan and make modifications that address construction activities. All modifications must be approved by the Owner and Engineer. The plan will correspond with the construction sequence and generally include the following:

1. The locations and types of control features shall be shown to prevent erosion or the transportation of eroded material off-site during each phase of construction. Supplementary sediment and erosion control devices may be required to accommodate the Contractor's phasing of construction activities. The Contractor will modify the SWPP to address the installation and maintenance of all sediment control devices during each phase of construction.
2. The Contractor will be solely responsible for the prevention, control, and abatement of erosion and water pollution and the transportation of eroded materials off site. The Contractor will also be responsible for maintaining any and all sediment control devices throughout the duration of construction as required by the Community Development District (CDD), Engineer, and the Florida Department of Environmental Protection.
3. All erosion control devices will be placed prior to beginning work of each construction phase. It is understood that "select clearing" is required for the placement of silt fence as detailed on the SWPPP. All erosion control devices will be maintained during construction and will be inspected weekly or after rainfall events of greater than 0.5 inches. Repairs will be performed as necessary and prior to suspension of work activities each weekend.
4. Sediment and erosion control barriers will be placed around all stormwater inlets and manholes during construction. Rock bags are to be placed at the downstream side of each curb inlet after the roadway base course is constructed to divert stormwater to the inlets.
5. Supplemental sediment and erosion control devices may be necessary during construction as determined by the Contractor or as directed by the Engineer or Community Development District (CDD).
6. Staging areas will be enclosed with silt fence, and drainage directed to stormwater ponds.

PRE-CONSTRUCTION ACTIVITIES

At least ten calendar days prior to the Pre-construction Conference, the Contractor will submit for approval by the Engineer a SWPPP prepared in accordance with the Florida Erosion and Sediment Control Inspector's Manual. The SWPPP will address the installation and maintenance of all temporary and permanent sediment and erosion control devices to be used during each phase of construction, including tree removal, clearing and grubbing, hauling of excavated materials, and placement of backfill. The plan also will detail the erosion control measures to be employed at all stockpile and construction staging areas and will define the maximum limits of all active construction zones and the maximum amount of time each segment of the project will be unprotected against erosion.

Also, at least ten calendar days prior to the Pre-construction Conference, the Contractor will submit for approval by the Engineer an Excavation and Dewatering Plan (EDP) . The plan will address excavation of the stormwater ponds and identify phasing of the excavation, including for each excavation phase, the limits of excavation, hauling of excavated materials, dewatering, control of on-site and off-site stormwater runoff, and measures to be employed for controlling erosion and for controlling the transportation of eroded materials off-site.

A Pre-construction Conference will be conducted prior to the start of any site construction. Attendees shall include the Contractor, CDD, Engineer and regulatory agency representatives. The purpose of this conference is to review the site specific details of the SWPPP and EDP, agree upon any modifications to these plans, and identify the individuals responsible for its implementation. In addition, specific conditions of regulatory permits will be reviewed and persons assigned to the monitoring for compliance with these conditions will be identified.

CONSTRUCTION ACTIVITIES

The Contractor shall at a minimum implement the requirements outlined below and those measures shown on the SWPPP. In addition, the Contractor shall implement additional measures required to maintain compliance with applicable permit conditions and state water quality standards. Depending on the nature of materials and methods of construction the contractor may be required to add flocculants to the detention system prior to discharge to Waters of the State.

Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

1. Install stabilized construction entrance.
2. Select clear and install silt fences and hay bales as required.
3. Clear and grub for diversion swales/dikes and sediment basin.
4. Construct sedimentation basin.
5. Stock pile top soil if required.

6. Stabilize denuded areas and stockpiles as soon as practicable.
7. Complete grading and install/permanent seeding/sod and planting.
8. Remove accumulated sediment from basins.
9. Flocculate lake system, if required, to meet water quality standards.
10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required.

Additional Controls

It is the Contractor's responsibility to implement the erosion and turbidity controls as shown on the SWPPP. It is also the Contractor's responsibility to ensure these controls are properly installed, maintained and functioning properly to prevent turbid or polluted water from leaving the project site. The Contractor will adjust the erosion and turbidity controls shown on the SWPPP and add additional control measures, as required, to ensure the site meets all federal, state and local erosion and turbidity control requirements. The following best management practices will be implemented by the Contractor as required by the SWPPP and as required to meet the sediment and turbidity requirements imposed on the project site by the regulatory agencies.

Erosion and sediment controls stabilization practices (See the site specific SWPPP for applicability.):

1. Straw bale barrier: Straw bale barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 3:1 (horizontal:vertical).
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
 - c. Where effectiveness is required for less than 3 months.
 - d. Every effort should be made to limit the use of straw bale barriers constructed in live streams or in swales where there is the possibility of a washout. If necessary, measures shall be taken to properly anchor bales to insure against washout.
2. Filter Fabric Barrier: Filter fabric barriers shall be installed landward of upland buffers. Filter fabric barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 3:1.
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
3. Sod with Filter Fabric: In areas with slopes steeper than 3:1, the slope shall be full sodded. Filter fabric barriers (silt fence) shall be installed at the toe of the slope.
4. Brush Barrier with Filter Fabric: Brush barrier will be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.

5. **Spreader Swale:** A spreader swale will be used where sediment-free storm runoff is intercepted and diverted away from graded areas onto undisturbed stabilized areas. The water should not be allowed to reconcentrate after release.
6. **Stockpiling Material:** No excavated material shall be stockpiled in such a manner as to direct stormwater runoff off site into any adjacent water body.
7. **Limitation of Exposure of Erodible Earth:** The surface area of open, raw erodible soil exposed by clearing and grubbing operations or excavation and filling operations shall not exceed 17 acres without specific prior approval by the Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations. The Engineer may increase or decrease the amount of surface areas the Contractor may expose at any one time.
8. **Inlet Protection:** Inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff.
9. **Temporary Seeding:** Cleared areas that are not designated for construction activity for more than 45 days shall be seeded or hydroseeded.
10. **Temporary Seeding and Mulching:** Slopes steeper than 6:1 shall receive approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent movement of seed and mulch. Hydroseeding or hydromulching may be used in place of Seeding and Mulching.
11. **Temporary Grassing:** The Engineer may designate certain areas of grassing as temporary erosion control features. The Engineer may direct the Contractor to omit permanent type grass seed from grassing.
12. **Regrassing:** If, after 28 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.
13. **Maintenance:** All features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.
14. **Permanent Seeding:** All areas which have been disturbed by construction will, as a minimum, be seeded. Slopes steeper than 4:1 shall be seeded and mulched or sodded. Hydroseeding may be used in place of Seeding and Mulching.
15. **Temporary Diversion Dike:** Temporary diversion dikes will be used to divert runoff through a sediment-trapping facility.
16. **Temporary Sediment Trap:** A sediment trap is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area.

17. Sediment Basin: Sediment Basin(s) will be constructed at the common drainage locations that serve an area with 10 or more disturbed acres at one time. Construct sedimentation basins in accordance with FDOT Roadway and Traffic Design Standards. All sediment collected in permanent or temporary sediment traps must be removed upon final stabilization.

Site Maintenance Activities

Waste Disposal

Waste Materials

All waste material shall be collected and stored in a securely lidded metal dumpster. The dumpster will meet all local and state solid waste management regulations. The dumpster will be emptied as needed and the trash will be hauled to a state approved landfill. All personnel will be instructed regarding the correct procedure for waste disposal. The site superintendent or the individual who manages the day-to-day site operations will be responsible for posting notices stating these practices at the construction site and for seeing that these procedures are followed.

All waste materials that are too large for the dumpster shall be stockpiled and hauled to a state approved landfill.

Hazard Waste

All hazardous waste materials will be disposed of in a manner specified by local or state regulation or by the manufacturer. Site personnel will be instructed in these practices and the site superintendent, the individual who manages the day-to-day site operations, will be responsible for seeing that these procedures are followed.

Sanitary Waste

All sanitary waste will be collected from the portable units as needed to prevent possible spillage. The waste will be collected and disposed of in accordance with state and local waste disposal regulations for sanitary sewer or septic systems.

Offsite Vehicle Tracking

A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as needed or as directed by the Engineer to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

Spill Prevention Plan

Material Management Practices

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project:

- * An effort will be made to store only enough product required to do the job.
- * All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- * Products will be kept in their original containers with the original manufacturer's label.
- * Substances will not be mixed with one another unless recommended by the manufacturer.
- * Whenever possible, all of a product will be used up before disposing of the container.
- * Manufacturer's recommendations for proper use and disposal will be followed.
- * The site superintendent will inspect daily to ensure materials onsite receive proper use and disposal.

Hazardous Products

These practices are used to reduce the risks associated with hazardous materials:

- * Products will be kept in original containers unless they are not resealable.
- * Original labels and material safety data will be retained; they contain important product information.
- * If surplus product must be disposed of, manufacturer's or local and state recommended methods for proper disposal will be followed.

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

All onsite vehicles and chemical storage tanks will be monitored daily during construction activities for leaks and receive regular preventative maintenance to reduce the chance of leakage. Portable petroleum storage tanks shall not be placed within 200 feet of a wetland or water body including stormwater management ponds, unless secondary containment is provided. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations. Emergency spill kits shall be placed adjacent to chemical storage tank locations. At a minimum, earthen berms shall be constructed around temporary chemical storage tanks.

Fertilizers

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to Stormwater. Storage will be in a covered area. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints

All containers will be tightly sealed and properly stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and local regulations.

The site superintendent responsible for the day-to-day site operations, will be the spill prevention and cleanup coordinator. He/she will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and if applicable, in the office trailer onsite.

MAINTENANCE / INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

The following are inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- * All control measures will be inspected by the site superintendent, the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.5 inches or greater.
- * All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- * Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- * Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- * The sediment basins will be inspected for the depth of sediment. Sediment will be removed when it reaches 20 percent of the design capacity or at the end of the job.
- * Diversion dikes/swales show on the plans will be inspected and any breaches promptly repaired.
- * Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.

- * A maintenance inspection report will be completed weekly. A completed copy will be submitted to the Engineer and a completed copy will be kept on site during construction and available upon request by the Owner, Engineer or any federal, state or local agency approving sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the SWPPP for at least three years (by the Owner) from the date that the site is finally stabilized and the notice of termination is submitted.
- * The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- * Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

NON-STORMWATER DISCHARGES

It is expected that the following non-stormwater discharges will occur from the site during the construction period:

- * Water from water line flushing.
- * Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- * Uncontaminated groundwater (from dewatering excavation).

All non-stormwater discharges will be directed to the sediment basin prior to discharge. If applicable, all necessary regulatory permits shall be obtained prior to non-stormwater discharges.

**2004 NEW GROWTH RATE
Fairshare Roadway Improvement Cost Estimates
West Palm Coast DRI**

Road	Segment		Length (Miles)	Phase I			Phase II			Phase III			Total Fair Share (\$1,000)		
	From	To		Needs	Cost/Mi (\$1,000)	Cost (\$1,000)	Fair Share (\$1,000)	Needs	Cost/Mi (\$1,000)	Cost (\$1,000)	Fair Share (\$1,000)	Needs		Cost/Mi (\$1,000)	Cost (\$1,000)
Matanzas Woods Pkwy	US 1	Belle Terre Pkwy	1.20				4L	\$ 2,160	\$ 2,592	\$ 2,395	6L	\$ 2,160	\$ 2,592	\$ 5,184	\$ 4,861
		I-95 Ramps ¹	0.80				4L	\$ 2,160	\$ 1,728	\$ 1,414				\$ 1,728	\$ 1,414
			1.00				Add Ramps	n/a	\$ 2,000	1,000				\$ 2,000	\$ 1,000
Old Kings Rd	Frontier Dr	Farragut Dr	1.10								4L	\$ 2,160	\$ 2,376	\$ 2,376	\$ 313
Belle Terre Pkwy	SR 100	Royal Palms Pkwy	1.50				6L	\$ 2,160	\$ 3,240	\$ 369				\$ 3,240	\$ 369
		White View Pkwy	1.50				6L	\$ 2,160	\$ 3,240	\$ 550	8L	\$ 2,160	\$ 3,240	\$ 6,480	\$ 1,587
		Pine Lakes Pkwy	1.90				6L	\$ 2,160	\$ 4,104	\$ 931				\$ 4,104	\$ 931
		Cypress Point Pkwy S	0.40				8L	\$ 2,160	\$ 864	\$ 304	10L	\$ 2,160	\$ 864	\$ 2,592	\$ 1,119
		Palm Coast Pkwy (EB)	0.20				6L	\$ 2,160	\$ 432	\$ 98				\$ 432	\$ 98
		Bellaire Drive	Pine Lakes Pkwy N	1.00								6L	\$ 2,160	\$ 648	\$ 648
Palm Coast Pkwy			0.85				3LO-W	\$ 2,160	\$ 1,836	\$ 544				\$ 1,836	\$ 544
			0.10				6L	\$ 2,160	\$ 216	\$ 62				\$ 216	\$ 62
			0.40				8L	\$ 4,320	\$ 1,728	\$ 163				\$ 1,728	\$ 163
Royal Palms Pkwy			0.20				8L	\$ 4,320	\$ 864	\$ 81				\$ 864	\$ 81
	US 1	Belle Terre Pkwy	2.7				4L	\$ 2,160	\$ 5,832	\$ 448				\$ 5,832	\$ 448
Seminole Woods Blvd	US 1	Citation	2.4								4L	\$ 2,160	\$ 5,184	\$ 5,184	\$ 241
			Totals											\$ 17,064	\$ 5,470
														\$ 46,820	\$ 14,021

¹Addition of ramps to the proposed Matanzas Woods Parkway overpass assumed to be equal to the approximate cost of four, 1/4-mile two-lane roadways; Project's share assumed to be 50%

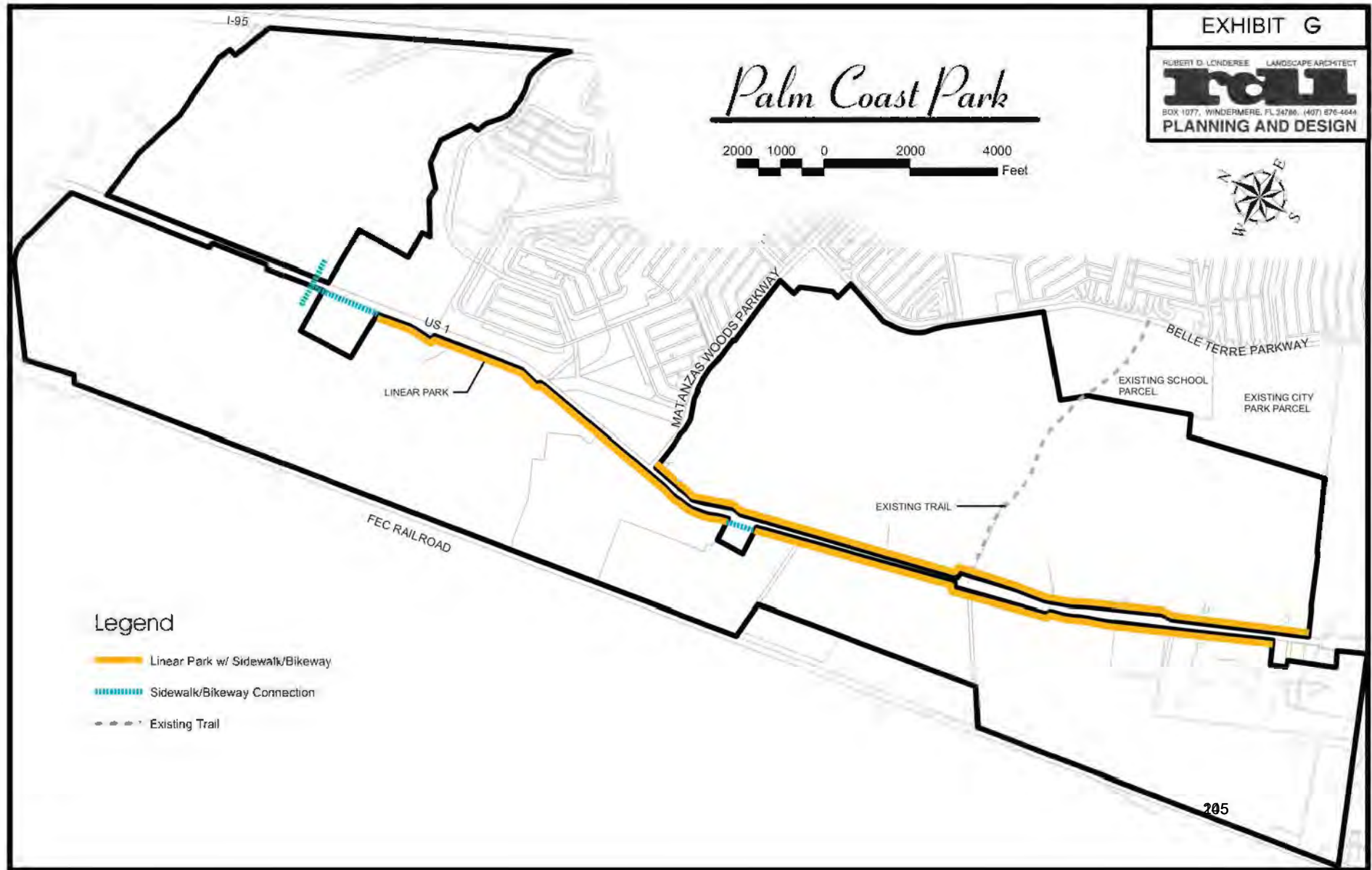
EXHIBIT G

ROBERT D. LONDEREE LANDSCAPE ARCHITECT



BOX 1077, WINDERMERE, FL 34786 (407) 876-4644
PLANNING AND DESIGN

Palm Coast Park



Legend

- Linear Park w/ Sidewalk/Bikeway
- Sidewalk/Bikeway Connection
- Existing Trail

REVISED EXHIBIT "H"
LAND USES AND DEVELOPMENT

1. General -

Fourth **Revised Exhibit "D"** to this Amended and Restated Development Order (the "Tract Map") depicts the Palm Coast Park DRI Tracts and the existing roadway system.

2. Land Use by Tract -

The Palm Coast Park DRI shall be made up of the following land uses by tract, the locations of which are shown on the Tract Map:

(a) Residential Areas -

The "Residential Areas" consist of sites for various housing types including the following: single-family residential homes; town homes; condominium units and apartment units. All housing types may include elderly housing, such as independent living, assisted living, congregate care and retirement village. The Residential Areas consist of Tracts 1, 2, 3, 5A, 5B, 5C, 5D, 5E, 6A, 6B, 7A, 7B, 8, 9, 10A, 10B, 10C, ~~16~~, 19, and 20 (Tract D only) as shown on the Tract Map.

(b) Business/Institutional Areas -

The "Business/Institutional Areas" consist of sites for various non-residential uses including one or more of the following: commercial; office; financial institutions; food service; lodging and other tourist related facilities; light industrial; warehouse/distribution; public uses, including but not limited to parks, schools, utility facilities, fire, rescue and police stations; and institutional facilities, including but not limited to houses of worship, private clubs and community clubs. These areas may include residential uses. The Business/Institutional Areas consist of Tracts 14, 15, ~~16~~, 17, 18, 20 (except Tract D), 21 and 22, as shown on the Tract Map.

(c) Mixed-Uses Areas -

The "Mixed-Uses Areas" consist of sites for one or any combination of uses listed under subsections (a) and (b) above. The Mixed-Uses Areas consist of Tracts A, 4, 11A, 11B, 12, 13A, 13B and 13C.

(d) Public/Semi-Public Areas -

The "Public/Semi-Public Areas" consist of sites for various types of public and semi-public uses which may include parks, schools, utility facilities, fire, rescue and police stations. The Public/Semi-Public Areas consist of Tracts B, C, 5F, and 5G, as shown on the Tract Map.

Although specific tracts are identified for public/semi-public areas, public facilities, including but not limited to schools, parks and fire stations, may be located anywhere on any of the tracts in the DRI.

(e) Common Areas -

The "Common Areas" consist of over 2,000 acres of existing wetlands, plus greenways, lakes, bikeways, walkways and other passive parks and recreational areas, including a frontage park along US-1 (the "US-1 Frontage Park"). The Common Areas shall make up approximately one-half of the DRI Property. Where possible, pedestrian access shall be provided through the Common Areas to connect adjacent development areas and to connect with parks, commercial areas and residential neighborhoods adjacent to the Project. Development activities within permanent conservation easements shall comply with applicable rules and regulations set forth in the Florida Administrative Code, Florida Statutes and the City's Unified Land Development Code.

3. Unified Land Development Code Applicability -

(a) The Unified Land Development Code of the City ("LDC") applies to the DRI Property and development within it, unless expressly otherwise provided herein or as negotiated in an approved Planned Unit Development Agreement or Master Planned Development Agreement ("MPD") covering development within one or more tracts. The requirements set forth herein supersede any inconsistent provisions of the LDC or other ordinances of the City.

(b) Title to any tract, as shown on the Tract Map, may be transferred in its entirety without platting so long as the tract has access to a public roadway directly or via an easement or is transferred to a person or entity that already holds title to adjacent property that has access to a public roadway. In addition, title to part of any tract may be transferred to a public entity without platting and if part of any tract was previously transferred to a public entity, the remainder of the tract may be conveyed in its entirety without platting so long as that portion of the tract has access to a public roadway directly or via an easement or is conveyed to a person or entity that already holds title to adjacent property that has access to a public roadway. However, no infrastructure improvements, with the exception of stormwater and utility improvements and site fill may be made on any tract until preliminary plat or site plan approval is received for the area to be improved. A final plat or Declaration of Condominium shall be recorded prior to issuance of a building permit or conveyance of any portion of the property that is included in the plat or condominium.

(c) As tracts are fully developed and built out, the method of conveying stormwater to stormwater retention areas may be altered from time to time. In the meantime, stormwater may be conveyed to stormwater retention areas on a temporary basis through a variety of methods, including open swales. Temporary easements shall be granted to the entity that is responsible for maintaining the stormwater management system over all areas that contain temporary drainage facilities, and when the stormwater facilities are permanently located, and that entity shall release any temporary easements in exchange for a grant of permanent easements over the location of the permanent drainage facilities.

(d) To avoid damage to roads, disruption of activities at the Palm Coast Park DRI and because of the location of fill sources, it may be necessary to fill certain development areas within the DRI Property before specific site development plans are available for the areas. Therefore, clearing of trees, filling, excavation and dredging may be performed within DRI Property consistent with permits issued from time to time by the St. Johns River Water Management District ("SJRWMD") and the City. All cleared and filled areas shall be seeded or sodded and an average of 1 tree, with a minimum height of 8 feet and 2 inches caliper measured 6 inches above grade, shall be planted per acre. The trees may be planted in groupings to meet this requirement

(e) The US-1 Frontage Park, its landscaping, bike paths and other amenities, was completed on or before **June 30, 2008**. Other roadways, sidewalks/bikeways and trails shall be constructed concurrently with development of adjoining properties to insure that contiguous walkable sidewalks are available at all times. This means that sidewalk construction may be required to precede development of properties. Any temporary sidewalks fronting vacant building sites may consist of a path constructed with stabilized shell or other material approved by the City's Development Services Director. Temporary paths shall be replaced by permanent sidewalks before a certificate of occupancy is issued for a building that is constructed on the adjacent building site.

(f) The DRI Property contains over 2,000 acres of wetlands, much of which are substantially degraded as a result of years of agricultural use. A minimum of 1,850 acres of wetlands on the DRI Property shall be conserved and/or enhanced. Because of the size and complexity of the Palm Coast Park DRI, and the wetland protection provisions that are provided for in this Amended and Restated Development Order, including the commitment to conserve and/or enhance the vast majority of the wetlands within the DRI Property in order to provide an increase in the overall wetland functional values, the wetlands provisions of the LDC shall not apply in the case of development on the DRI Property. Instead, Developer shall be obligated to comply with all provisions with respect to wetlands that are set forth in the City's Comprehensive Plan, including obtaining approvals, as appropriate, from the SJRWMD and the United States Army Corp of Engineers prior to commencing any development which impacts wetlands.

4. Platting and Plan Overview -

The Master Plan depicts the general layout of the Palm Coast Park DRI, including the location of existing roads. The location of lot lines, structures, internal landscape buffers, drainage facilities and the internal street system shall be shown on plats, site development plans or condominium documents as portions of the Palm Coast Park DRI are designed for development.

The Palm Coast Park DRI shall be developed in phases consistent with this Amended and Restated Development Order. The Developer may sell tracts, parcels or platted lots. Title to tracts may be conveyed without platting, provided they have access to a public roadway directly or via an easement or title is conveyed to a person or entity that already holds title to adjacent property that has access to a public roadway, as provided for herein.

The Developer submitted an overall development plan for Palm Coast Park Phase 1 in early 2006, and received overall development plan approval on August 25, 2006. All infrastructure necessary to support each phase of the Palm Coast Park DRI shall be constructed with that phase. A final preliminary plat or site development plan for the Palm Coast Park DRI shall be submitted

within thirty-nine (39) years from the effective date of the original Development Order (December 7, 2004).

5. Future Land Use Map ("FLUM") Category and Zoning -

(a) The City's Comprehensive Plan shows the DRI Property designated as a DRI-Mixed-Use on its FLUM. As such, the zoning adopted for the DRI Property must be consistent with the DRI-Mixed-Use designation. The City shall regulate development within the Palm Coast Park DRI consistent with its zoning classifications and the requirements in the LDC that are effective at the time of preliminary plat approval.

(b) Agricultural uses that include grazing of animals, raising of crops, sod farming, nursery and silviculture activities shall be permitted on any tract prior to commencement of vertical development on the tract. If any part of a tract is approved for vertical development, agricultural uses may continue on the remainder of the tract.



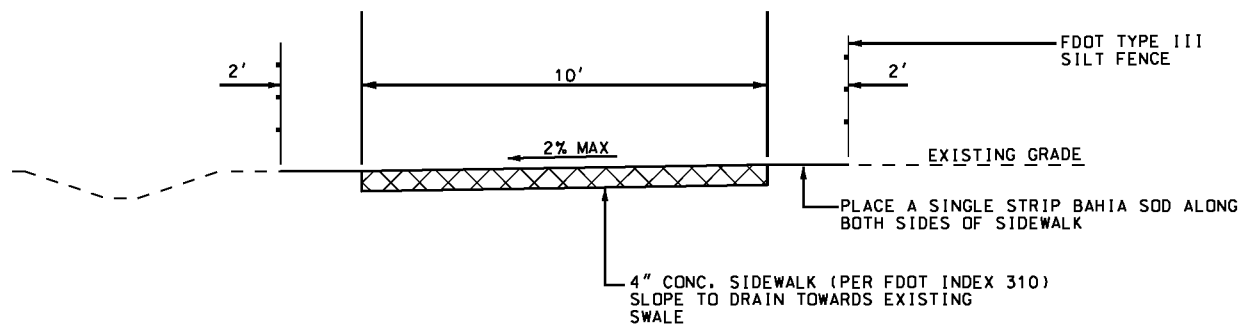
EXHIBIT
1

SITE MAP

PALM COAST PARKWAY & US HIGHWAY 1
OFFSITE TRAIL EXTENSIONS

SINGHOFFEN & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND CIVIL ENGINEERING





10' OFFSITE TRAIL

SCALE: 1" = 5'



OFFSITE TRAIL EXTENSIONS

TYPICAL OFFSITE TRAIL SECTIONS

EXHIBIT
J

Project No.
251 2010-003.10

Exhibit "K"

DEVELOPMENT RIGHTS TABLE							
Owner	Parcel ID	Tract(s)	Res.	Office	Retail	Inst.	Ind.
City of Palm Coast	17-10-30-0000-01020-0030	3, 4, 9, 11A, 12, 14, 18, 19, 20, A, B					
	20-10-30-0000-01010-0020						
	20-10-30-0000-01010-0030						
	27-10-30-0000-01010-0060						
	27-10-30-0000-01010-0070						
	27-10-30-0000-01010-0080						
	28-10-30-0000-01010-0020						
	28-10-30-0000-01010-0030						
	28-10-30-4290-00000-00A0						
	28-10-30-4290-00000-00A1						
	28-10-30-4290-00000-0050						
	28-10-30-4290-00000-0060						
	28-10-30-4290-00000-0070						
	28-10-30-4290-00000-0080						
	28-10-30-4290-00000-0090						
	28-10-30-4290-00000-0100						
	28-10-30-4290-00000-0110						
	28-10-30-4290-00000-0120						
	28-10-30-4290-00000-0130						
	29-10-30-0000-01010-0010						
	29-10-30-0000-01030-0010						
	33-10-30-0000-01030-00A2						
	33-10-30-0000-01030-00A4						
33-10-30-0000-01030-00B4							
04-11-30-0000-01010-00A3							
04-11-30-0000-01010-00B4							
Flagler County	16-10-30-0000-01010-0010	5B, 5C					
Florida Agricultural Museum	17-10-30-0000-01020-0020	C					
	47-10-30-0000-01010-0022						
	47-10-30-0000-01010-0023						
Florida Land Investments I, LLC	03-11-30-0000-01010-0030	2	400				
	04-11-30-0000-01010-00B0						
	04-11-30-0000-01010-00B5						
	09-11-30-0000-0102A-0031						
	09-11-30-0000-0102A-0040						
	10-11-30-0000-01010-0080						
Lifecoast Church, Inc.	34-10-30-0000-01010-0060	21				75,000	
Matanzas West Acquisition, LLC	27-10-30-0000-01010-0090	11A	285		26,000		
	34-10-30-0000-01010-0050						
Optimum Global Properties, LLC	15-10-30-0000-01010-0000	5A, 5B, 5C, 5D, 5E	644				
	15-10-30-0000-01010-0020						
	16-10-30-0000-01010-00B0						
	16-10-30-0000-01010-00B1						
	16-10-30-0000-01010-00B2						
	21-10-30-0000-01010-0010						
	22-10-30-0000-01010-0000						
	22-10-30-0000-01030-0000						
	22-10-30-0000-01030-0020						
	28-10-30-0000-01040-0000						
	28-10-30-0000-01010-0040						
	33-10-30-0000-01030-00A3						
	33-10-30-0000-01030-00A5						
	33-10-30-0000-01030-00A6						
	34-10-30-0000-01010-0040						
	34-10-30-0000-01010-0070						
	34-10-30-0000-01010-0080						

Oprtimum Property Developments	03-11-30-0000-01010-0020	4, 13A, 13B, 13C, 14, A	980	292,000	615,000	600,000
	03-11-30-0000-01010-0022					
	03-11-30-0000-01010-0023					
	03-11-30-0000-01010-0024					
	03-11-30-0000-01010-0061					
	04-11-30-0000-01010-00A1					
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Palm Coast Florida Holdings	09-10-30-0000-01020-0000	6A, 6B, 7A, 7B, 8, 9, 10A, 10B, 10C, 18, 19, D	2,271	20,000	20,000	
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	16-10-30-0000-01010-00A1					
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29-10-30-0000-01030-0000						
47-10-30-0000-01010-0020						
Palm Coast Land, LLC	27-10-30-0000-01010-0000	11B, 12, 15, 17, 18, 20, 22		50,000		
	28-10-30-0000-01010-0000					
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	34-10-30-0000-01010-0000					
	04-11-30-0000-01010-00B3					
Palm Coast REH, LLC	28-10-30-4290-00000-0040	20		160,000		
	28-10-30-4290-00000-0150					
Sunbelt Palm Coast I, LLC	09-11-30-0000-0102A-0000	1	380			
	09-11-30-0000-0102A-0030					
	10-11-30-0000-01010-0000					
	16-11-30-0000-01010-0070					

TOTALS 4,960 362,000 821,000 75,000 600,000

ENTITLED 4,960 800,000 1,317,800 100,000 800,000

REMAINING 438,000 496,800 25,000 200,000

Exhibit "L"

<u>Section of DRI</u>	<u>Name of Section</u>	<u>Obligation</u>	<u>Status</u>
Part II, ¶ 5 (g)	Phasing, Buildout, and Expiration	Install conduit for fiber optic, telephone, and cable service and shall convey to City of Palm Coast.	Completed as to roadside US-1. The owner of each parcel of Subject Property has been required install their own Phone, Cable, TV, etc. at the time of construction and dedicate the same as required.
Part II, ¶ 11	Biennial Reporting	A biennial monitoring report shall be submitted to NEFRC, DCA, and the City Starting 06/30/06 and biennially thereafter until build out.	This requirement has been removed and is considered satisfied.
Part III, ¶ 1(a)	Vegetation and Wildlife	Preserve at least 116 acres of gopher tortoise habitat prior to commencing any development activities. (i) Grant 44.66 acres in perpetual conservation easement to Florida Fish and Wildlife Conservation (FFWCC) and an additional 71.34 acres of gopher habitat by either (1) paying \$5,859/acre or prevailing cost/acre, whichever is greater to the FFWCC or (2) preserving an appropriate number of acres of habitat on site or (3) choosing a combination of 1 and 2.	Tract "C" (Gopher Preserve) has been placed under conservation easement. Payment to FFWCC completed for offsite habitat preservation.

Part III, ¶ 1 (b)	Vegetation and Wildlife	Develop an Eastern Indigo Snake Protection/Education Plan and install informational signs at active construction sites.	Signs are posted at all active construction sites and will be posted as construction of new projects begin. This responsibility is also the responsibility of each property owner.
Part III, ¶ 2 (h)(iv)	Wetlands	Develop and implement wildfire mitigation practices.	Forestry consultant is employed by the CDD and makes yearly recommendations. This requirement has been dedicated to the CDD.
Part III, ¶ 2 (c)	Wetlands	Conveyance of conservation easement in favor of SJRWMD and City for the preserved wetlands.	To be completed on a project by project basis. This is the responsibility of each parcel owner.
Part III, ¶ 2 (d)	Wetlands	Perform field verification of wetland boundaries.	To be completed on a project by project basis and is the responsibility of each parcel owner.
Part III, ¶ 2 (e)	Wetlands	Provide City with all Federal and State environmental permits prior to start of construction.	To be completed on a project by project basis and is the responsibility of each parcel owner.
Part III, ¶ 4 (a)	Water Supply	Install distribution system for reclaimed (non-potable) water during development of DRI.	Main lines along US-1 have been installed. Service lines will be extended with the construction of each project by the parcel owner constructing said project.
Part III, ¶ 4 (b)	Water Supply	Under take 1 residential and 1 non-residential example of drought-tolerant or native vegetation.	This Obligation is amended to ensure that all projects and developments in the DRI comply with the City's Unified Land Development Code
Part III, ¶ 4 (c)	Water Supply	Develop and implement water conservation plan addressing the	Completed. The continual implementation is the responsibility of each Subject Property owner.

		specified items in this section.	
Part III, ¶ 4 (d)	Water Supply	Within 1 year from the effective date, provide easements with adequate accessibility to proposed wellheads.	Easement dedicated to the City of Palm Coast on July 19, 2005.
Part III, ¶ 4 (e)	Water Supply	Within 1 year from the effective date, establish a linear easement that parallels the boundary of the DRI property abutting the Florida East Coast railroad ROW.	Easement dedicated to FPL on August 19, 2005.
Part III, ¶ 5 (a)	Groundwater Protection	Create a 500 Foot buffer zone around all wellheads.	This requirement has been completed.
Part III, ¶ 5 (c)	Groundwater Protection	Plug any abandoned wells found during construction.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 5 (d)	Groundwater Protection	Apply best practices in connection with all geotechnical borings.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 5 (e)	Groundwater Protection	Report any discharged regulated substances when the discharge meets the minimum reporting standards. Further remediate the soil of any discharged regulated products, regardless of the quantity discharged.	This requirement is ongoing and has been assigned to the individual property owners.

Part III, ¶ 6 (c)	Wastewater Management	Dedicate a minimum 30 acre site to the City for the purpose of locating a new water and wastewater utility plant.	Tract "B" was deeded to the City of Palm Coast in July, 2005.
Part III, ¶ 7 (a)	Stormwater Management	Create and attach a stormwater pollution prevention plan that is attached to all construction and permit documents. Further, appropriate maintenance personnel are required to attend the Florida Stormwater Erosion and Sedimentation Control Training & Certification.	A stormwater pollution prevention plan is provided with each project. As of the date of this Amended and Restated DO, it is the responsibility of the individual property owner to submit such plan with all plans and permit requests. Further, Staff personnel are currently certified as Stormwater Inspectors.
Part III, ¶ 7 (b)	Stormwater Management	A water quality monitoring plan shall be developed for review and approval by FDEP.	Completed.
Part III, ¶ 8 (b)	Transportation	Developer shall provide all internal rights-of-way and appropriate easements and facilities to construct internal roadway. Developer shall also construct internal roadway network.	ROW and easements are being dedicated on a project by project basis and is the responsibility of each Property owner do dedicate such roads as required by their community.
Part III, ¶ 8 (c)	Transportation	Developer shall construct all turn lanes and traffic signals necessary to	Being completed on a project by project basis and is the responsibility of each Property owner do dedicate such turn lanes and signals as required by their community.

		provide access to PCP	
Part III, ¶ 8 (d)	Transportation	<p>Prior to the end of Phase 1 or 2019, an IJR shall be completed in cooperation with FDOT for the proposed I-95/Matanzas Woods Parkway interchange. If the IJR determines the interchange is necessary, the interchange must be funded in the City's Capital Improvement Plan or in the first 3 years of FDPT's 5 year plan upon PCP generating 3,145 PM Peak Hour Trips.</p>	The IJR has been constructed, completed, and dedicated to FDOT. All other requirements contained in this section have been satisfied via an interlocal agreement.
Part III, ¶ 8 (e)	Transportation	If 8(d) (above) is not completed, the project must be reevaluated for traffic impacts.	Not required as the IJR was completed.
Part III, ¶ 9	Air Quality	Dust control measures shall be taken, as outlined, during construction.	Being undertaken on a project by project basis and is the responsibility of each property owner for the construction on their property.
Part III, ¶ 10 (a)	Hurricane Evacuation	All residents of PCP must be provided, by Developer, with information regarding Hurricane vulnerability of the development.	Not yet due as there are no residents of the development. However, as owners develop their property, they are responsible for distribution of such information.

Part III, ¶ 10 (c)	Hurricane Evacuation	Prior to construction of Hulett Branch Bridge Crossing, Engineering Study will be performed to ensure soundness of Bridge during surge flow events.	Infrastructure not yet built. As such, no bridge is currently being prepared to be built. This bridge building has been assumed by the owner of the property on which the bridge is to be built. As such, this obligation belongs to the property owner.
Part III, ¶ 11 (a)	Affordable Housing	Prior to commencement of Phase II and III, Developer shall reanalyze impact of PCP on affordable housing.	Given the amount of proposed apartment complexes and high-density residential development, this requirement is terminated.
Part III, ¶ 11 (b)	Affordable Housing	Any addition to the DRI shall require a new analysis of the impact on affordable housing.	Given the amount of proposed apartment complexes and high-density residential development, this requirement is terminated.
Part III, ¶ 12 (a)	Police and Fire Protection	Developer shall deed a fire station which is up to 6 acres in total.	This requirement has not yet been required as the City has not requested title to the proposed fire station.
Part III, ¶ 13 (a)	Recreation and Open Space	Developer shall design, permit and construct offsite trial systems as identified therein.	The Developer has completed this requirement and subsequently reduced the performance bonds identified herein accordingly.
Part III, ¶ 13 (d)	Recreation and Open Space	City shall convey back to Developer Tract A and Developer shall convey to City Tract 20 as the alternate Park Site.	This item has been completed.
Part III, ¶ 13 (f)	Recreation and Open Space	Developer shall provide access to the Tract 20 from US 1 through Tracts 17 and 18 to access the City Park. This	At this time, no access has been requested and no waiver of this requirement has occurred.

		requirement is waivable by both parties.	
Part III, ¶ 14	Education	Developer shall dedicate to the Flagler County School Board a 25-acre parcel for school construction.	This dedication has occurred and has been satisfied.
Part III, ¶ 17	Right of Way Dedication	The Owner of Tract 17 shall convey to the City of Palm Coast, at the time of Platting Tract 17, a 100' wide right of way for the creation of Peavy Grade (a/k/a Wellfield Grade). The dedicated roadway shall be approximately where the current dirt road exists.	No platting has occurred yet. As such, this requirement has not yet been triggered.
Part III, ¶ 18	Wastewater Easement	The Owner of Tract A shall convey, to the City of Palm Coast, a twenty (20) foot wide easement identified as Exhibit "M" to the DRI.	This requirement is currently being coordinated with the owner of the appropriate Tract A.

Sketch and Description:

THIS IS NOT A SURVEY

Exhibit "M"

Legal Description:

A STRIP OF LAND 20 FEET IN WIDTH, LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) (RIGHT-OF-WAY VARIES) LOCATED WITHIN GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA BEING 10 FEET (AS MEASURED PERPENDICULARLY) ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 WITH THE NORTHERLY LINE OF SAID GOVERNMENT SECTION 4, SAID EASTERLY RIGHT-OF-WAY LINE ALSO BEING THE WESTERLY LINE OF A 100 FOOT MULTI-USE EASEMENT KNOWN AS LINEAR PARK, AS RECORDED IN OFFICIAL RECORDS BOOK 1570, PAGE 942, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY SECTION LINE SOUTH 14°05'29" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND WESTERLY EASEMENT LINE FOR A DISTANCE OF 284.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND EASEMENT LINE NORTH 75°54'31" EAST, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID LINEAR PARK AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY EASEMENT LINE FOR THE FOLLOWING ELEVEN (11) COURSES; (1) THENCE RUN NORTH 81°58'40" EAST, A DISTANCE OF 161.01 FEET; (2) THENCE RUN NORTH 84°49'40" EAST, A DISTANCE OF 133.75 FEET; (3) THENCE RUN NORTH 82°56'10" EAST, A DISTANCE OF 217.48 FEET; (4) THENCE RUN NORTH 85°06'01" EAST, A DISTANCE OF 95.16 FEET; (5) THENCE RUN NORTH 83°55'43" EAST, A DISTANCE OF 376.01 FEET; (6) THENCE RUN NORTH 85°13'57" EAST, A DISTANCE OF 99.55 FEET; (7) THENCE RUN NORTH 82°58'58" EAST, A DISTANCE OF 364.21 FEET; (8) THENCE RUN NORTH 81°47'47" EAST, A DISTANCE OF 199.27 FEET; (9) THENCE RUN NORTH 85°00'12" EAST, A DISTANCE OF 100.42 FEET; (10) THENCE RUN SOUTH 80°52'11" EAST, A DISTANCE OF 100.15 FEET; (11) THENCE RUN SOUTH 75°43'23" EAST, A DISTANCE OF 159.41 FEET TO A POINT OF TERMINUS, SAID POINT BEING LOCATED ON EASTERLY LINE OF A PARCEL OF LAND LOCALLY KNOWN AS TRACT A, ALSO BEING THE WESTERLY LINE OF A PARCEL OF LAND LOCALLY KNOWN AS TRACT 21 PER PALM COAST PARK DRI. SAID SIDE LINES TO EXTEND OR SHORTEN TO INTERSECT WITH THE EASTERLY LINE OF SAID LINEAR PARK AND THE EASTERLY LINE OF SAID TRACT A.

ENCOMPASSING 40,128 SQUARE FEET OR 0.92 ACRE MORE OR LESS.

Abbreviation Legend:

(A) - ACTUAL APPROX - APPROXIMATE AVG - AVERAGE (BB) - BEARING BASIS BLDG - BUILDING BM - BENCH MARK (C) - CALCULATED C - CHORD CB - CHORD BEARING COR - CERTIFIED CORNER C/L - CENTERLINE CM - CONCRETE MONUMENT CONC - CONCRETE COR - CORNER	Δ - DELTA (D) - DEED (DE) - DEED EXCEPTION DEPT - DEPARTMENT D/U - DRAINAGE AND UTILITY ELEV - ELEVATION EOP - EDGE OF PAVEMENT ESMT - EASEMENT FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION FF - FINISH FLOOR FND - FOUND FPL - FLORIDA POWER AND LIGHT (G) - GRID (STATE PLANE)	GOVT - GOVERNMENT IP - IRON PIPE IR - IRON ROD IR&C - IRON REBAR & CAP L - ARC LENGTH LB# - LICENSED BUSINESS NUMBER (M) - MEASURED N & D - NAIL AND DISK NR - NON-RADIAL NSI - NO SURVEYOR IDENTIFICATION NI - NON-TANGENT OR - OFFICIAL RECORDS ORB - OFFICIAL RECORDS BOOK (P) - PLAT PLB - PLAT BOOK FS - FLORIDA STATUTE	PC - POINT OF CURVATURE PCC - POINT OF COMPOUND CURVATURE PCP - PERMANENT CONTROL POINT PAGE - PAGE PAGES - PAGES PI - POINT OF INTERSECTION POB - POINT OF BEGINNING POC - POINT OF COMMENCEMENT POL - POINT ON LINE PRC - POINT OF REVERSE CURVATURE PRM - PERMANENT REFERENCE MONUMENT PT - POINT OF TANGENCY REC - FLORIDA EAST COAST RAILWAY	R30E - RANGE 30 EAST R - RADIUS RAD - RADIAL REC - RECOVERED REV - REVISION RP - RADIUS POINT R/W - RIGHT-OF-WAY SEC 4 - SECTION 4 SQ - SQUARE SQ FT - SQUARE FEET TB - TANGENT BEARING T11S - TOWNSHIP 11 SOUTH (TYP) - TYPICAL UE - UTILITY EASEMENT W/ - WITH
---	--	--	---	--

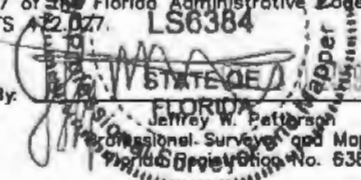
Surveyor's Notes:

1. COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5), BEING S 14°05'29" E.
4. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
6. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Surveyor's Certification:

Certified to: City of Palm Coast

I hereby certify that the attached "Sketch and Description" of the hereon described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on September 20, 2019. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

LS6384

 For the Firm By:

TITLE BLOCK ABBREVIATIONS Eng = ENGINEERING L.B. = LICENSED BUSINESS C.O.A. = CERTIFICATE OF AUTHORIZATION Arch = ARCHITECTURAL Landscp = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT
--

**NOT VALID WITHOUT
SHEETS 1 THRU 3 OF 3.**

Date: 09/20/19	Job No. O6276.02
Drawn by: B.J.B.	File: US-1_REC_ESMT



www.cphcorp.com
520 Palm Coast Pkwy SW - Palm Coast, FL 32137 - Ph: 386.445.6569

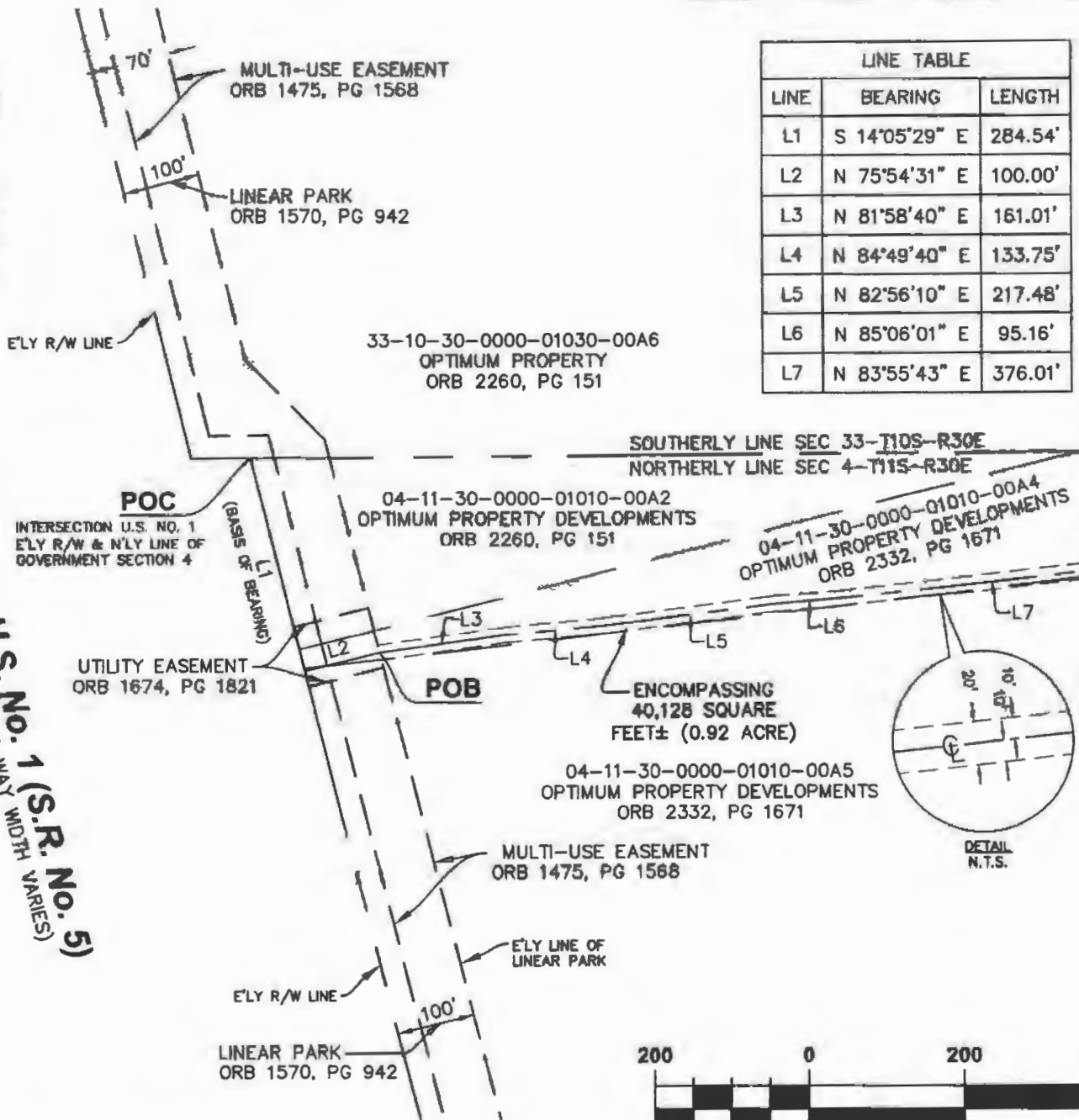
Prepared By:
CPH, Inc.
 Licenses:
 Eng. C.O.A. No. 3215
 Survey L.B. No. 7143
 Arch. Lic. No. AA2600926
 Landscp. Lic. No. LC000298

20' UTILITY EASEMENT
 SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA
SKETCH AND DESCRIPTION

Sheet
1
 1 of 3
 © 2019

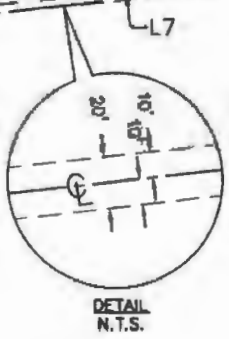
Sketch and Description:

THIS IS NOT A SURVEY



U.S. No. 1 (S.R. No. 5)
 (RIGHT-OF-WAY WIDTH VARIES)

MATCH LINE SEE SHEET 3 OF 3



Graphic Scale in Feet

TITLE BLOCK ABBREVIATIONS
 Eng = ENGINEERING L.B. = LICENSED BUSINESS
 C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL
 Landsc. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
 No. = NUMBER P.O. = POST OFFICE S. = COPYRIGHT

NOT VALID WITHOUT SHEETS 1 THRU 3 OF 3.

Date: 09/20/19 Job No. 06276.02
 Drawn by: B.J.B. Scale: 1"=200' File: US-1_REC_ESMT

Prepared By:
CPH, Inc.
 Licenses:
 Eng. C.O.A. No. 3215
 Survey L.B. No. 7143
 Arch. Lic. No. AA2600926
 Landsc. Lic. No. LC000298

cph
 www.cphcorp.com
 520 Palm Coast Pkwy SW - Palm Coast, Fl. 32137 - Ph: 386.445.6589

20' UTILITY EASEMENT
 SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet
2
 2 of 3
 © 2019

Sketch and Description:

THIS IS NOT A SURVEY



33-10-30-0000-01030-00A6
OPTIMUM PROPERTY
ORB 2260, PG 151

EASTERLY LINE SEC 33-T11S-R30E
WESTERLY LINE SEC 34-T11S-R30E

34-10-30-0000-01010-0080
OPTIMUM PROPERTY
ORB 2332, PG 1671

34-10-30-0000-01010-0000
PALM COAST LAND LLC
ORB 788, PG 22

33-10-30-0000-01030-00A3
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

34-10-30-0000-01010-0040
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

SOUTHERLY LINE SEC 34-T10S-R30E
NORTHERLY LINE SEC 3-T11S-R30E

34-10-30-0000-01010-0060
LIFE CHURCH INC
ORB 2178, PG 317

MATCH LINE SEE SHEET 2 OF 2

L8

L9

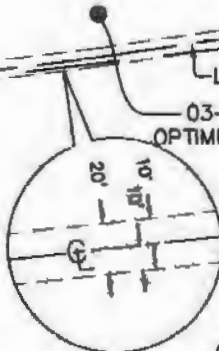
L10

L11

L12

L13

EASTERLY LINE SEC 4-T11S-R30E
WESTERLY LINE SEC 3-T11S-R30E



DETAIL
N.T.S.

03-11-30-0000-01010-0061
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

WLY LINE
TRACT 21

E'LY LINE
TRACT A

03-11-30-0000-01010-0022
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

LINE TABLE		
LINE	BEARING	LENGTH
L8	N 85°13'57" E	99.55'
L9	N 82°58'58" E	364.21'
L10	N 81°47'47" E	199.27'
L11	N 85°00'12" E	100.42'
L12	S 80°52'11" E	100.15'
L13	S 75°43'23" E	159.41'



Graphic Scale in Feet

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 Landscp = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
 No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

NOT VALID WITHOUT
SHEETS 1 THRU 3 OF 3.

Date: 09/20/19 Job No. O6276.02
 Drawn by: B.J.B. Scale: 1"=200' File: US-1_REC_ESMT

cph
 www.cphcorp.com
 520 Palm Coast Pkwy SW - Palm Coast, FL 32137 - Ph: 386.445.6569

Prepared By:
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 Survey L.B. No. 7143
 Arch. Lic. No. AA2600926
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20' UTILITY EASEMENT
 SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet
3
 3 of 3
 © 2019

Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

Return to:
City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Parcel Id: 03-11-30-0000-01010-0022
03-11-30-0000-01010-0061
04-11-30-0000-01010-00A5
04-11-30-0000-01010-00A4

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2020, by and between **OPTIMUM PROPERTY DEVELOPMENTS LLC**, a Florida limited liability company, whose address is 6996 Piazza Grande Ave., Suite 202, Orlando, FL 32835 (“Grantor”) and the **CITY OF PALM COAST**, (“Grantee”) whose address is 160 Lake Avenue, Palm Coast, FL 32164.

W I T N E S S E T H:

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

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public utility easement to, over, under, upon, across and through that certain portion of the Property which is described on Exhibit “B” attached hereto (hereinafter referred to as the “Easement Area”), for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of public utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances (hereinafter referred to as the “Utilities”); and

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

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for

the purpose of construction, installation, operation, maintenance and repair of the Utilities, provided that all such Utilities shall be installed underground.

3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities located within the Easement Area.

4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.

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

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

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

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

9. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Recordation. The original of this agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.

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

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

WITNESSES:

GRANTOR

OPTIMUM PROPERTY DEVELOPMENTS
LLC, a Florida limited liability company

(print)

By: _____

Name: _____

Title: _____

(print)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of OPTIMUM PROPERTY DEVELOPMENTS LLC, a Florida limited liability company (check one) who is personally known to me or who produced _____ as identification.

Notary Public
Print Name: _____
My Commission expires: _____

WITNESSES:

(print)

(print)

GRANTEE

CITY OF PALM COAST

By: _____

Matthew Morton, City Manager

ATTEST:

Virginia A. Smith, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Matthew Morton, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

EXHIBIT "A"
PROPERTY

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 IN GOVERNMENT SECTIONS 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, AND IN SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, BEING A PORTION OF PARCEL 1003, RECORDED IN OFFICIAL RECORDS BOOK 788, PAGES 2 THROUGH 21, AND A PORTION OF PARCEL 902, RECORDED IN OFFICIAL RECORDS BOOK 792, PAGES 1902 THROUGH 1917, OF THE PUBLIC RECORDS OF AND LYING WITHIN FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE N00°44'40"W ALONG THE EAST LINE OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST, A DISTANCE OF 71.98 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST LINE OF SECTION 33 N75°54'31"E FOR A DISTANCE OF 699.17 FEET; THENCE S13°03'04"E FOR A DISTANCE OF 1420.96 FEET; THENCE S78°07'43"W FOR A DISTANCE OF 2046.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE N14°05'29"W ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 61.50 FEET; THENCE N75°54'31"E DEPARTING SAID RIGHT-OF-WAY FOR A DISTANCE OF 60.00 FEET; THENCE N14°05'29"W FOR A DISTANCE OF 60.00 FEET; THENCE S75°54'31"W FOR A DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE N14°05'29"W ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 1219.96 FEET; THENCE N75°54'31"E FOR A DISTANCE OF 1371.30 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT "B"
EASEMENT AREA

Sketch and Description:

THIS IS NOT A SURVEY

Legal Description:

A STRIP OF LAND 20 FEET IN WIDTH, LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) (RIGHT-OF-WAY VARIES) LOCATED WITHIN GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA BEING 10 FEET (AS MEASURED PERPENDICULARLY) ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 WITH THE NORTHERLY LINE OF SAID GOVERNMENT SECTION 4, SAID EASTERLY RIGHT-OF-WAY LINE ALSO BEING THE WESTERLY LINE OF A 100 FOOT MULTI-USE EASEMENT KNOWN AS LINEAR PARK, AS RECORDED IN OFFICIAL RECORDS BOOK 1570, PAGE 942, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY SECTION LINE SOUTH 14°05'29" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND WESTERLY EASEMENT LINE FOR A DISTANCE OF 284.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND EASEMENT LINE NORTH 75°54'31" EAST, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID LINEAR PARK AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY EASEMENT LINE FOR THE FOLLOWING ELEVEN (11) COURSES; (1) THENCE RUN NORTH 81°58'40" EAST, A DISTANCE OF 161.01 FEET; (2) THENCE RUN NORTH 84°49'40" EAST, A DISTANCE OF 133.75 FEET; (3) THENCE RUN NORTH 82°56'10" EAST, A DISTANCE OF 217.48 FEET; (4) THENCE RUN NORTH 85°06'01" EAST, A DISTANCE OF 95.16 FEET; (5) THENCE RUN NORTH 83°55'43" EAST, A DISTANCE OF 376.01 FEET; (6) THENCE RUN NORTH 85°13'57" EAST, A DISTANCE OF 99.55 FEET; (7) THENCE RUN NORTH 82°58'58" EAST, A DISTANCE OF 364.21 FEET; (8) THENCE RUN NORTH 81°47'47" EAST, A DISTANCE OF 199.27 FEET; (9) THENCE RUN NORTH 85°00'12" EAST, A DISTANCE OF 100.42 FEET; (10) THENCE RUN SOUTH 80°52'11" EAST, A DISTANCE OF 100.15 FEET; (11) THENCE RUN SOUTH 75°43'23" EAST, A DISTANCE OF 159.41 FEET TO A POINT OF TERMINUS, SAID POINT BEING LOCATED ON EASTERLY LINE OF A PARCEL OF LAND LOCALLY KNOWN AS TRACT A, ALSO BEING THE WESTERLY LINE OF A PARCEL OF LAND LOCALLY KNOWN AS TRACT 21 PER PALM COAST PARK DRI. SAID SIDE LINES TO EXTEND OR SHORTEN TO INTERSECT WITH THE EASTERLY LINE OF SAID LINEAR PARK AND THE EASTERLY LINE OF SAID TRACT A.

ENCOMPASSING 40,128 SQUARE FEET OR 0.92 ACRE MORE OR LESS.

Abbreviation Legend:

(A) - ACTUAL	Δ - DELTA	GOVT - GOVERNMENT	PG - POINT OF CURVATURE	R30E - RANGE 30 EAST
APPROX - APPROXIMATE	(D) - DEED	IP - IRON PIPE	PC - POINT OF COMPOUND CURVATURE	R - RADIUS
AVG - AVERAGE	(DE) - DEED EXCEPTION	IR - IRON ROD	PCP - PERMANENT CONTROL POINT	RAD - RADIAL
(BB) - BEARING BASIS	DEPT - DEPARTMENT	IR&C - IRON REBAR & CAP	PG - PAGE	REC - RECOVERED
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY	L - ARC LENGTH	PGS - PAGES	REV - REVISION
BM - BENCH MARK	E - EASEMENT	LB# - LICENSED BUSINESS NUMBER	PI - POINT OF INTERSECTION	RP - RADIUS POINT
(C) - CALCULATED	ELEV - ELEVATION	(M) - MEASURED	POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY
C - CHORD	EOP - EDGE OF PAVEMENT	N & D - NAIL AND DISK	POC - POINT OF COMMENCEMENT	SEC 4 - SECTION 4
CB - CHORD BEARING	ESMT - EASEMENT	NR - NON-RADIAL	POI - POINT ON LINE	SO - SQUARE
CCR - CERTIFIED CORNER RECORD NUMBER	FDDT - FLORIDA DEPARTMENT OF TRANSPORTATION	NSI - NO SURVEYOR IDENTIFICATION	PR - POINT OF REVERSE CURVATURE	SO FT - SQUARE FEET
C/L - CENTERLINE	FF - FINISH FLOOR	NT - NON-TANGENT	PRM - PERMANENT REFERENCE MONUMENT	TB - TANGENT BEARING
CM - CONCRETE MONUMENT	FND - FOUND	OR - OFFICIAL RECORDS	PRM - PERMANENT REFERENCE MONUMENT	T11S - TOWNSHIP 11 SOUTH
CONC - CONCRETE	FR&L - FLORIDA POWER AND LIGHT	ORB - OFFICIAL RECORDS BOOK	PT - POINT OF TANGENCY	(TYP) - TYPICAL
COR - CORNER	(G) - GRID (STATE PLANE)	P - PLAT	REC - FLORIDA EAST COAST RAILWAY	UE - UTILITY EASEMENT
		PLAT BOOK - PLAT BOOK		W/ - WITH
		FS - FLORIDA STATUTE		

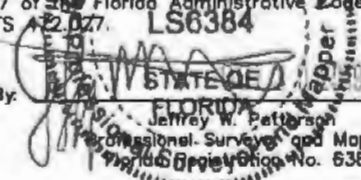
Surveyor's Notes:

- COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5), BEING S 14°05'29" E.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Surveyor's Certification:

Certified to: City of Palm Coast

I hereby certify that the attached "Sketch and Description" of the hereon described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on September 20, 2019. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.



For the Firm By:

Eng. = ENGINEERING	LB = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch. = ARCHITECTURAL
Landscp. = LANDSCAPE	N/A = NOT APPLICABLE
No. = NUMBER	P.O. = POST OFFICE
© = COPYRIGHT	

NOT VALID WITHOUT SHEETS 1 THRU 3 OF 3.

Date: 09/20/19	Job No. O6276.02
Drawn by: B.J.B.	File: US-1_REC_ESMT



Prepared By:
CPH, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

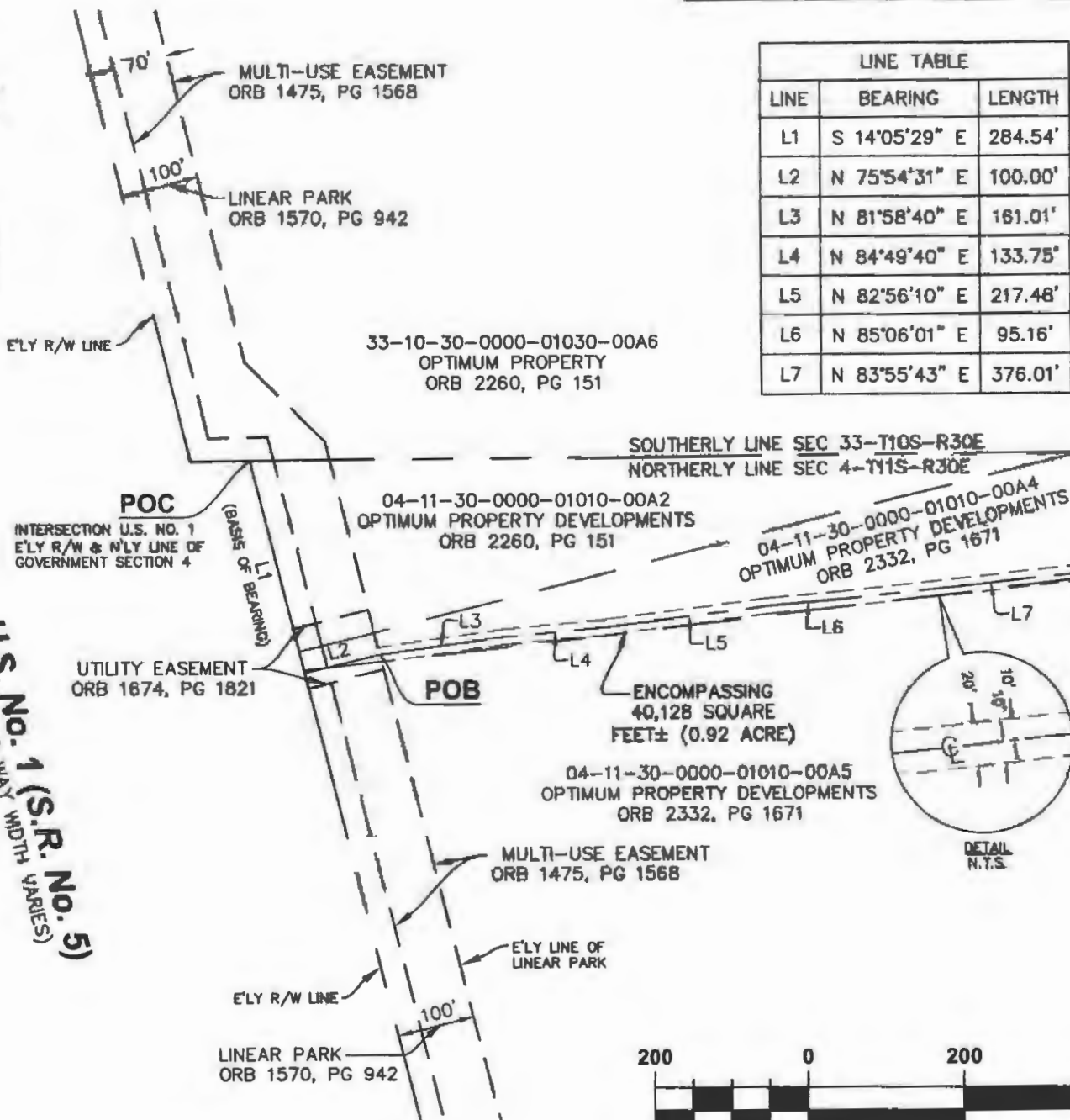
20' UTILITY EASEMENT
SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
FLAGLER COUNTY, FLORIDA

Sheet
1
1 of 3

SKETCH AND DESCRIPTION

Sketch and Description:

THIS IS NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 14°05'29" E	284.54'
L2	N 75°54'31" E	100.00'
L3	N 81°58'40" E	161.01'
L4	N 84°49'40" E	133.75'
L5	N 82°56'10" E	217.48'
L6	N 85°06'01" E	95.16'
L7	N 83°55'43" E	376.01'

U.S. No. 1 (S.R. No. 5)
 (RIGHT-OF-WAY WIDTH VARIES)

MATCH LINE SEE SHEET 3 OF 3



Graphic Scale in Feet

TITLE BLOCK ABBREVIATIONS
 Eng = ENGINEERING L.B. = LICENSED BUSINESS
 C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL
 Landsc. = LANDSCAPE N/A = NOT APPLICABLE L.L. = LICENSED
 No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

NOT VALID WITHOUT SHEETS 1 THRU 3 OF 3.

Date: 09/20/19 Job No. O6276.02
 Drawn by: B.J.B. Scale: 1"=200' File: US-1_REC_ESMT

cph
 www.cphcorp.com
 520 Palm Coast Pkwy SW - Palm Coast, FL 32137 - Ph: 386.445.6569

Prepared By:
CPH, Inc.
 Licenses:
 Eng. C.O.A. No. 3215
 Survey L.B. No. 7143
 Arch. Lic. No. AA2600926
 Landsc. Lic. No. LC0000298

20' UTILITY EASEMENT
 SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA

Sheet
2
 2 of 3
 © 2019

SKETCH AND DESCRIPTION

Sketch and Description:

THIS IS NOT A SURVEY



33-10-30-0000-01030-00A6
OPTIMUM PROPERTY
ORB 2260, PG 151

EASTERLY LINE SEC 33-T11S-R30E
WESTERLY LINE SEC 34-T11S-R30E

34-10-30-0000-01010-0080
OPTIMUM PROPERTY
ORB 2332, PG 1671

34-10-30-0000-01010-0000
PALM COAST LAND LLC
ORB 788, PG 22

33-10-30-0000-01030-00A3
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

34-10-30-0000-01010-0040
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

SOUTHERLY LINE SEC 34-T10S-R30E
NORTHERLY LINE SEC 3-T11S-R30E

34-10-30-0000-01010-0060
LIFE CHURCH INC
ORB 2178, PG 317

MATCH LINE SEE SHEET 2 OF 2

L8

L9

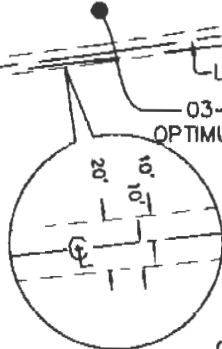
L10

L11

L12

L13

EASTERLY LINE SEC 4-T11S-R30E
WESTERLY LINE SEC 3-T11S-R30E



DETAIL
N.T.S.

03-11-30-0000-01010-0061
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

W'LY LINE
TRACT 21

E'LY LINE
TRACT A

03-11-30-0000-01010-0022
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

LINE TABLE		
LINE	BEARING	LENGTH
L8	N 85°13'57" E	99.55'
L9	N 82°58'58" E	364.21'
L10	N 81°47'47" E	199.27'
L11	N 85°00'12" E	100.42'
L12	S 80°52'11" E	100.15'
L13	S 75°43'23" E	159.41'



Graphic Scale in Feet

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 No. = NUMBER P.O. = POST OFFICE C. = COPYRIGHT

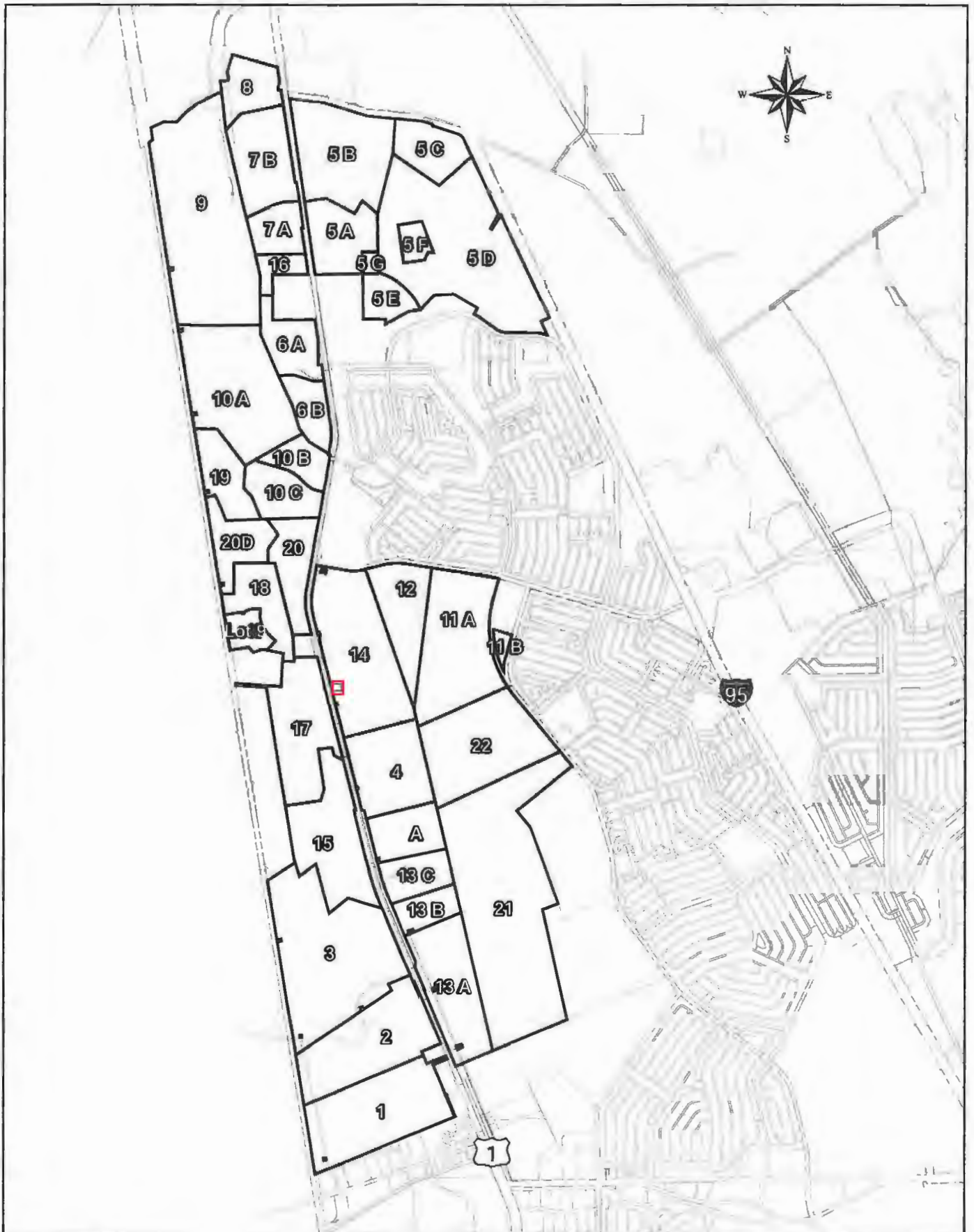
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SHEETS 1 THRU 3 OF 3.

Date: 09/20/19 Job No. O6276.02
 Drawn by: B.J.B. Scale: 1"=200' File: US-1_REC_ESMT

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20' UTILITY EASEMENT
 SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA
SKETCH AND DESCRIPTION

Sheet
3
 3 of 3
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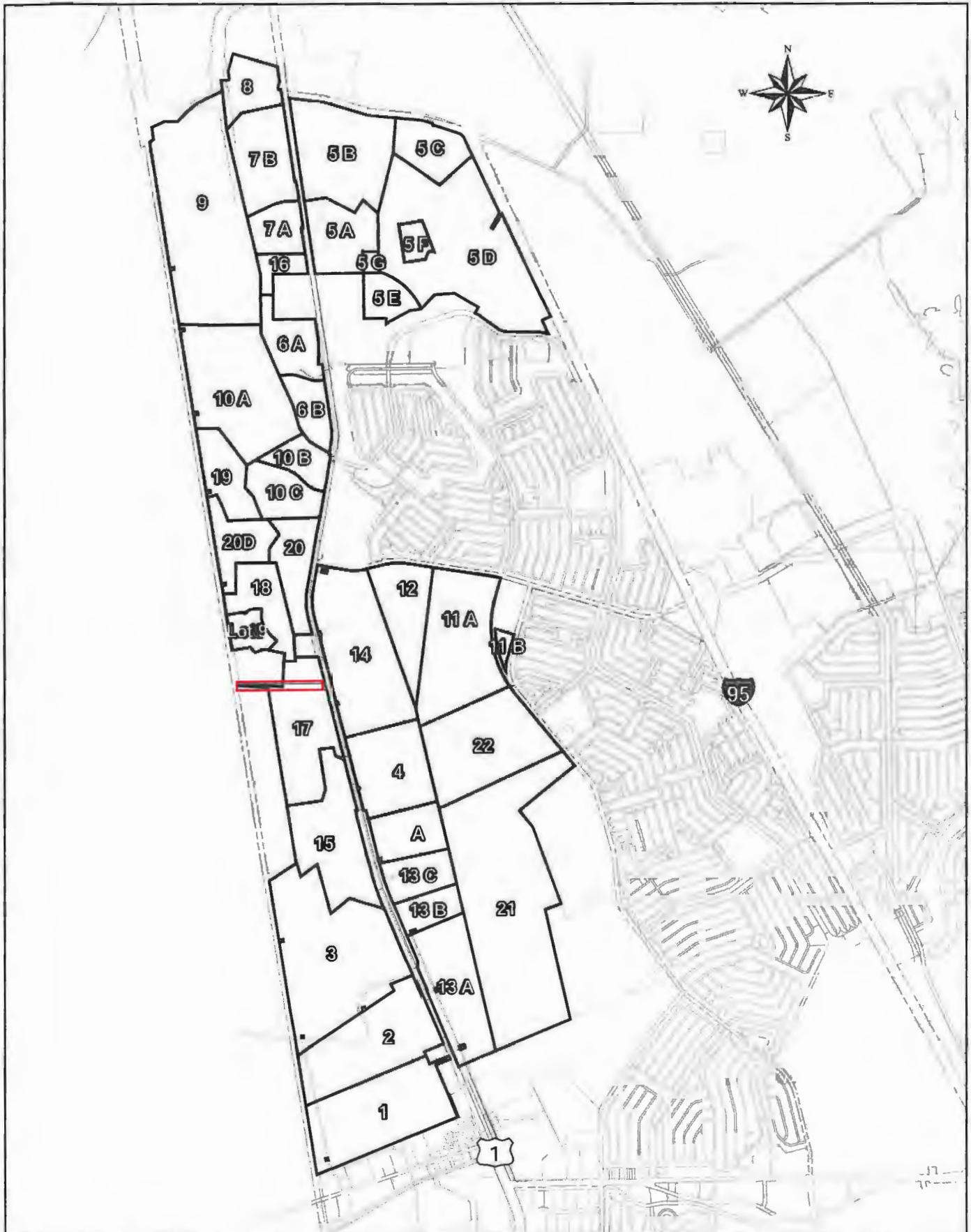
PALM COAST PARK

Exhibit "N"

Google Maps



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PALM COAST PARK

Exhibit "O"

Google Maps



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