

## **MASTER SOLAR LEASE AGREEMENT**

**THIS MASTER SOLAR LEASE AGREEMENT (“Agreement”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2017 (**“Effective Date”**), by and between City of Palm Coast (**“Lessor”**) and Florida Power & Light Company, a Florida corporation (**“Lessee”**). Lessor and Lessee are sometimes individually referred to herein as a **“Party”** and collectively as the **“Parties.”**

### **WITNESSETH:**

**WHEREAS**, Lessor is the fee simple owner of those certain real properties located in Flagler County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (each individually and collectively, the **“Property”**);

**WHEREAS**, within and upon each Property, Lessor desires to permit Lessee to utilize the areas depicted on **Exhibit B** attached hereto and incorporated herein by this reference (each individually and collectively, the **“Demised Premises”**) upon the terms and conditions set forth in this Agreement; and

**WHEREAS**, Lessee desires to lease the Demised Premises from Lessor, and Lessor desires to lease the Demised Premises to Lessee, for the installation and maintenance of certain renewable energy generating equipment, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering and switch cabinets, power distribution boxes and racking systems (individually and collectively, the **“Equipment”**) upon the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **1. Demised Premises; and Addition of Property and Demised Premises.**

(a) **Demised Premises.** Lessor hereby demises and leases the Demised Premises to Lessee, and Lessee hereby leases the Demised Premises from Lessor, upon the terms, covenants and conditions set forth in this Agreement.

(b) **Addition of Property and Demised Premises.** Upon the mutual written agreement of each of the Parties, including as to the type of Equipment that will be installed, **Exhibits A and B** may be amended from time to time to include additional Property and/or Demised Premises. In such case, all terms and conditions set forth in this Agreement shall apply to such additional Property and Demised Premises; provided however, with respect to such additional Property and Demised Premises, the Construction Term and Operating Term (as each are defined hereafter), shall be calculated commencing from the effective date of the amendment adding the specific additional Property and Demised Premises, accordingly, and in the case of the Operating Term, an additional six (6) months after such date.

2. **Use.** The Demised Premises may be used by Lessee for the purposes of constructing, installing, operating, inspecting, maintaining, repairing, modifying, removing, testing and replacing the Equipment and any additional equipment required to generate, measure, and transmit solar power, together with the following rights:

(a) **Access.** The right of ingress and egress to and from the Demised Premises over the Property necessary to access the Demised Premises.

(b) **Signage.** The right, at Lessee's sole cost and expense, to install signage on and around the Equipment and on, over, under, through and across the Demised Premises at the point of access to the Equipment (to the extent allowed by applicable law) for any and/or all of the following purposes: (i) identifying Lessee's ownership of the Equipment and prominently displaying Lessee's corporate name, trade name(s), trademark(s), and logo(s) on the Equipment and all structures supporting the Equipment; (ii) describing the Equipment and its purpose and operation to interested parties accessing the Demised Premises (i.e. telling the distributed solar generation story); (iii) instructing parties accessing the Demised Premises to use caution so as not to damage the Equipment; and (iv) provide all necessary safety and hazard warnings. The location, size, design and content of such signage shall be subject to the prior approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Such signage shall be removed by Lessee upon the final removal of the Equipment from the Demised Premises in accordance with the terms of this Agreement. Subject to Section 6(a) below, Lessor shall have the right, at Lessor's sole cost and expense to co-brand on Lessee's signage, provided that Lessor first obtains Lessee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) **Power Monitoring.** The right to incidental access and use of Lessor's electrical systems for purposes of powering Lessee's computer equipment used in monitoring the power generated from the Equipment at the Demised Premises. Additionally, if, and so long as, Lessor provides an internet access system for use by guests and other visitors to the Property, Lessor will permit Lessee to use, at no cost to Lessee, such internet access system in connection with Lessee's power monitoring system described in the preceding sentence, and Lessor shall provide Lessee with the necessary access codes and other necessary information to use such internet access system; provided, however, Lessor does not warrant the stability, security or continuous operation of any such internet access system.

3. **Term.**

(a) **Construction Term.** The construction term of this Agreement shall commence after unrestricted access (once all permits are approved) and continue for six (6) months ("**Construction Term**"). The Construction Term shall end six (6) months after unrestricted access (once all permits are approved) unless before that date Lessee notifies Lessor that Lessee elects to terminate this Agreement or that the Commercial Operations Date has occurred. For purposes of this Agreement, "**Commercial Operations Date**" shall mean the date on which the Equipment becomes operational as determined by FPL. For the purposes of this section, "**operational**" means the date on which Lessee has (i) received any and all approvals, licenses, and permits necessary to

operate the Equipment, (ii) the Equipment is installed on the Demised Premises and is connected to the electric transformer, and (iii) the Equipment is generating solar power

(b) **Operating Term.** The “**Operating Term**” of this Agreement shall commence on the day immediately following the last day of the Construction Term, and continue for a term ending on the tenth (10<sup>th</sup>) anniversary of the Commercial Operations Date. The Operating Term and the Construction Term are collectively referred to herein as the “**Term**”.

4. **Installation and Location of Equipment.** From and after the Effective Date, Lessee, as well as any permitting, licensing, regulating or approving entity, agency or authority, any utility intending to purchase electricity generated by the Equipment, and the agents, employees, contractors, subcontractors, consultants and representatives of each (collectively, the “**Lessee Parties**”), have ingress, egress and access to the Demised Premises at all times during the Term, twenty-four (24) hours-a-day, seven (7) days-a-week, for and including to inspect, construct, install, maintain, repair, enlarge, modify, remove, replace, test and operate the Equipment. Lessee Parties will use commercially reasonable efforts to minimize any interference with Lessor’s use and operations on the Property. Lessor shall cooperate as necessary with Lessee (at no cost to Lessor) in Lessee’s efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Except as otherwise expressly set forth herein, Lessee shall have no right to access or utilize any other portion of Lessor’s Property other than the Demised Premises. Lessee may locate and install the Equipment on the Demised Premises as is reasonably necessary in order to achieve optimal solar power generation. Installation of the Equipment shall be in compliance with all applicable laws and ordinances and shall not result in the imposition or creation of a lien against any portion of the Demised Premises.

Upon completion of the installation of the Equipment by Lessee, Lessee shall provide Lessor with an “as-built” survey of the Equipment installed on the Demised Premises which shall serve as a replacement **Exhibit B**.

5. **Rent.** Lessee shall not be charged any rent under this Agreement in connection with its lease of the Demised Premises.

6. **Interference.** During the Term, Lessor shall not directly or indirectly Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement “**Interfere**” and “**Interference**” shall mean interference with Lessee’s use, operation, access, maintenance or repair of the Equipment on a sustained basis as a result of Lessor’s direct or indirect actions, including without limitation the following:

(a) Placement of any equipment, sign, logo, structure, or improvements on, across, under or over any portion of the Equipment without the prior written consent of Lessee, which consent Lessee may approve or withhold in its absolute and sole discretion;

(b) Placement of any equipment, sign, structure or improvement in a location that interferes with any portion of the Equipment’s exposure to sunlight as determined by Lessee in its sole discretion;

(c) Interference in any way with any portion of the Equipment's ability to generate solar power as determined by Lessee in its sole discretion;

(d) Any portion of the Equipment to become subject to any lien, mortgage, deed of trust, security agreement, mechanics lien or other such encumbrance not caused by Lessee, unless the holder of such lien, mortgage, deed of trust, security agreement or other such encumbrance provides Lessee with a subordination and non-disturbance agreement or a non-disturbance agreement, in form and substance acceptable to Lessee, within thirty (30) days following Lessee's request for same;

(e) Any portion of the Demised Premises to be maintained, altered, modified, repaired, replaced or compromised in such a way that it can no longer support the Equipment or any portion of the Equipment or the use of any portion the Equipment is impaired, as determined by Lessee in its sole discretion;

(f) Disruption with Lessee's access to any portion of the Demised Premises; and/or

(g) Sale, transfer, assignment, lease or sublease any portion of the Demised Premises, other than subject to Lessor's obligations under this Agreement.

In the event of that Lessor Interferes or causes Interference, Lessee will provide Lessor with a written summary documenting such Interference ("**Interference Notice**"). In the event Lessor is in violation of any of the above-listed items in this section, and such violation continues for fifteen (15) days or more following Lessee's delivery of an Interference Notice, then in addition to the rights granted Lessee under Section 18 below, Lessee may elect to terminate this Agreement immediately upon delivering written notice to Lessor.

## 7. **Mechanics' Liens.**

(a) **Lessee's Actions.** Installation of the Equipment shall not result in the imposition or creation of a lien against any portion of the Property. If any mechanic's, contractor's or material supplier's lien is asserted against all or any part of the Property in connection with Lessee's installation, construction or operation of the Equipment or any related activities, Lessee shall indemnify Lessor against any loss, claim, damage or expense (exclusive of attorneys' fees), that Lessor may incur in connection with such assertion of such lien, or related action or proceeding, including paying any judgment that may be entered against Lessor in connection with such assertion of such lien, action or proceeding, and, if any notice or statement of lien is filed or recorded in any public office in connection with Lessee's installation, construction or operation of the Equipment or any related activities, Lessee shall cause such notice or statement of lien to be released or bonded off, within thirty (30) days from the date Lessor gives written notice of such lien. Lessee's obligations under this section shall survive the expiration or earlier termination of this Agreement.

(b) **Lessor's Actions.** If any mechanic's, contractor's or material supplier's lien is asserted against all or any part of the Demised Premises or Property by anyone having provided labor, services, material or equipment at the request of Lessor, and if Lessee is made a party to any

action or proceeding to foreclose any such asserted lien, Lessor shall indemnify Lessee and hold it harmless against any loss, claim, damage or expense (exclusive of attorneys' fees), that Lessee may incur in connection with such action or proceeding, including paying any judgment that may be entered against Lessee in connection with such action or proceeding.

8. **Maintenance; Repair; Replacement; Reinstallation.**

(a) During the Term, Lessee shall, at Lessee's sole cost and expense, operate and maintain the Equipment in good working order and in a safe, clean manner.

(b) In the event the Equipment or any portion thereof is damaged or destroyed at any time during the Term, Lessee shall have the right, but not the obligation, to repair, replace or reinstall the Equipment or any portion thereof within the Demised Premises. In the event the Equipment or any portion thereof is damaged or destroyed, such damaged or destroyed Equipment or portion thereof, shall be removed from the Demised Premises by Lessee within one hundred and twenty (120) days, unless Lessee commits in writing to repair, replace or reinstall same within a timeframe acceptable to the Lessor.

(c) Lessor shall conduct, or cause to be conducted, all routine and necessary maintenance of the Demised Premises and shall ensure that the Demised Premises shall remain able to support the Equipment for the duration of the Term. If Lessor has to replace or engage in widespread repair of the paving or other improvements located on or near the Demised Premises during the Term, then Lessor shall provide Lessee with at least ninety (90) days prior written notice and Lessee will coordinate protection of the Equipment with Lessor as appropriate in order to accommodate Lessor's construction schedule.

(d) If the Demised Premises are substantially destroyed by fire or other casualty, Lessee may by written notice, given not later than thirty (30) days after the date of such destruction, terminate this Agreement, in which event, any insurance proceeds received by Lessor in connection therewith shall be paid to Lessee.

(e) Lessee shall have the right, at Lessee's sole cost and expense, to repair, replace or reinstall any affected Equipment on the Demised Premises following complete or partial destruction of Lessor's improvements to the Demised Premises and/or Lessee's Equipment thereon. Following complete destruction of Lessor's improvements to the Demised Premises, Lessor may provide Lessee with a mutually acceptable alternative location on or off the Property approved by Lessee on which Lessee may install the Equipment. If, however, Lessor is unable to provide an alternative location for the Equipment that meets such standard, and Lessee does not approve such alternate site, Lessee shall have the right, upon written notice to Lessor, to terminate this Agreement. If such new location is acceptable to Lessee, **Exhibit B** (and, if necessary, other exhibits) to this Agreement will be amended to reflect the new location of the Demised Premises.

(f) Lessee shall have the right, in its sole discretion, to remove all or a portion of the Equipment at any time during the Term, and such removal shall not constitute a default or be deemed a termination under this Agreement.

9. **Taxes.** If applicable, Lessor shall submit a copy of the annual statement for real property taxes for the Property to Lessee within ten (10) business days after the date that Lessor receives such statement from the taxing authority. Lessor shall pay when due all real property taxes for the Property. In the event that Lessor fails to pay any such real property taxes or other fees and assessments, Lessee shall have the right, but not the obligation, to pay such owed amounts and recover the amount so paid from Lessor. Notwithstanding the foregoing, Lessee shall pay any personal property tax which is attributable to the Equipment or the Equipment's installation or placement on or within the Demised Premises. Lessor hereby grants to Lessee the right to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee, any personal property or other tax assessments that may affect the Demised Premises as a result of the Equipment. If Lessor receives notice of any personal property or other property tax assessment against the Lessor which may affect Lessee or the Equipment and is attributable, in whole or in part, to the Equipment, Lessor shall provide timely notice of such assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment if a right to challenge the assessment is then available under applicable law. Further, Lessor will provide to Lessee any and all documentation in the possession of Lessor that is associated with such assessment and will execute any and all documents reasonably necessary to effectuate the intent of this section, provided that Lessor shall not be required to incur any expense or any risk of material liability.

10. **Insurance.** Lessee will maintain at all times during the Term, the insurance designated in this section in accordance with the terms and conditions required by this section. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII".

(a) Commercial General Liability Insurance with limits of Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury and property damage.

(b) Business Automobile Liability Insurance with limits of Two Million Dollars (\$2,000,000) for bodily injury and property damage.

(c) Workers' Compensation Insurance in compliance with Florida Statutes.

Lessee has the right to meet the insurance designated in this section through any combination of self-insurance, primary or excess coverage. Should Lessee self-insure, then prior to accessing the Demised Premises, Lessee will provide Lessor with a letter of such self-insurance which will include a reference to publicly available financial statements and annual reports.

Lessor and Lessee, for themselves and their respective insurers, waive any right to assert any claim against the other Party, to the extent such claim is covered by the waiving party's insurance. Each Party shall waive all rights of subrogation of their respective insurers.

11. **Limitation of Liability.** In no event shall Lessor or Lessee be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, nor shall any parent, subsidiary, affiliate or employee of Lessor or Lessee have any liability under this Agreement. This paragraph shall not be construed or interpreted as a waiver of the Lessor's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

12. **Equipment to Remain Personal Property of Lessee.** The Equipment is and will remain the property of Lessee, its successors or assigns, regardless of its use or manner of attachment to the Demised Premises. Lessor agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Demised Premises. Except as expressly set forth in this Agreement, Lessor will have no right, title, or interest in the Equipment, and no right to purchase or otherwise acquire title to or ownership of the Equipment and Lessor hereby expressly disclaims any right, title or interest in or to the Equipment, whether arising by lien, by operation of law, or otherwise.

13. **Subordination.** Lessor warrants that the Property is not, as of the Effective Date, subject to any mortgage or other monetary lien, other than liens for taxes and assessments imposed by law. If Lessor hereafter determines to mortgage all or any part of the Property and the proposed mortgage document does not acknowledge the priority of this Agreement, then prior to execution of such mortgage Lessor will secure a subordination and non-disturbance agreement or non-disturbance agreement in commercially reasonable form from the mortgagee, which provides that such mortgagee or lienholder will not disturb Lessee's possession or rights under this Agreement, or terminate this Agreement so long as Lessor is not entitled to terminate this Agreement or Lessee's interest in the Demised Premises.

14. **Quiet Enjoyment.** Lessor represents and warrants to and covenants with Lessee that: (a) Lessor has full right, power and authority to execute this Agreement; (b) to the best of Lessor's knowledge, Lessor has good and unencumbered title to the Demised Premises free and clear of any liens, mortgages or other encumbrances; (c) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor; (d) there are no agreements with any third parties that may adversely affect the Equipment or the Equipment's exposure to sunlight, (e) during the Term, Lessor will not enter into any agreements with any third parties that may adversely affect the Equipment or the Equipment's exposure to sunlight, and (f) all times during the Term, Lessee's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed.

15. **Default by Lessee.** The happening of any one or more of the following events, upon the expiration of any applicable notice and cure period, shall be events of default under this Agreement:

(a) The failure of Lessee to fully perform any term, provision, or covenant of this Agreement within sixty (60) calendar days following written notice of such default from Lessor; provided, however, that if such default cannot reasonably be cured within such sixty (60) day time period, Lessee shall not be deemed in default hereunder if Lessee has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

16. **Lessor's Remedies.** Lessor's exclusive remedies for events of default by Lessee shall be limited to the following:

(a) Upon an event of default as set forth in Section 15(a) above, and after the expiration of the applicable notice and cure period, Lessor may perform, or cause to be performed, on behalf and at the expense of Lessee, any or all of the undertakings or obligations as to which Lessee remains in default, in which event Lessee will reimburse Lessor for such actual reasonable costs and expenses, within forty-five (45) days following Lessee's receipt of Lessor's invoice and supporting documentation. Notwithstanding the preceding sentence, Lessor may not perform any obligation of Lessee under Section 8(a) or take any other action that relocates or physically alters any of the Equipment that at the time is in operable condition.

(b) Lessor may exercise any other remedy available at law or in equity.

17. **Default by Lessor.** The failure of Lessor to fully perform any term, provision, or covenant of this Agreement within sixty (60) calendar days following written notice of such default from Lessee; provided, however, that if such default cannot reasonably be cured within such sixty (60) day time period, Lessor shall not be deemed in default hereunder if Lessor has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

18. **Lessee's Remedies.** Upon an event of default by Lessor as set forth in Section 17 above, and after the expiration of the applicable notice and cure period, in addition to and not by way of limitation of the exercise by Lessee of any and all rights and remedies Lessee may have at law or in equity, Lessee may: (a) cure the default and be reimbursed by Lessor within thirty (30) days following Lessor's receipt of Lessee's invoice and supporting documentation of costs and expenses associated with curing the default; (b) terminate this Agreement; and/or (c) exercise any remedy Lessee may have at law or in equity.

Notwithstanding the foregoing, in the event that Lessor Interferes or causes Interference with the Equipment of this Agreement, and such Interference is not cured within the fifteen (15) day time period set forth in Section 6 above, in addition to the remedies set forth in this Section 18, Lessor shall also be required to reimburse Lessee any and all costs incurred or expended by Lessee in connection with the removal of the Equipment from the Demised Premises, together with any and all costs incurred or expended by Lessee in connection with either, at Lessee's sole option, (i) the disposal of the Equipment, or (ii) the relocation of the Equipment to another part of the Demised Premises, Property or other real property, as applicable, whether or not such replacement real property is owned by Lessor.

19. **Removal.** Upon the expiration or earlier termination of the Term by Lessee, Lessee shall continue to have the right of reasonable access to the Demised Premises in order to remove the Equipment, and repair and restore the affected portions of the Demised Premises to substantially the same condition as practical as existed immediately prior to Lessee's installation of the Equipment, at Lessee's sole cost and expense; except as expressly set forth otherwise in Sections 6 and 18 above, where the removal and disposal or relocation costs of the Equipment, and repair and restoration of the Demised Premises, shall be at Lessor's sole cost and expense.

20. **Tax Credits, Financial Incentives, Sale of Energy.** Installation and operation of the Equipment on the Demised Premises may result in the availability of federal and/or state tax credits, and other financial incentives (collectively hereinafter "**Incentives**"). Lessee is and shall

be the sole recipient and beneficiary of any and all such Incentives, which shall be distributed, disbursed and/or assigned in Lessee's sole discretion. Lessor shall have no right to any Incentives, except as otherwise agreed to in writing by Lessee. Furthermore, any and all solar power electricity produced by or relating to the Equipment ("**Energy**"), and the right to utilize same, shall be for the sole benefit of Lessor. Any Energy consumed by Lessor shall not impact Lessor's retail electric bill from Lessee. Lessor shall have no right to sell the Energy, or to engage in any "net metering" involving the Energy. In consideration for entering into this Agreement, Lessor shall be billed for the solar power generated by the Equipment on the Demised Premises at the customer's existing rate for the sole and exclusive use of the Lessor at the applicable Demised Premises and is not to be sold or used by any other party or for any other use whatsoever.

21. **Assignment; Leasehold Financing.**

(a) Except as permitted by Section 21(b) below, Lessee shall not assign this Agreement or any interest herein without the prior written consent of Lessor. Lessor shall not assign its interest in this Agreement to anyone other than a purchaser or Lessee of the Demised Premises without the prior written consent of Lessee. Neither Party will unreasonably withhold, condition or delay its consent to an assignment by the other Party. The terms and conditions of this Agreement will bind and benefit the respective successors and permitted assigns of the Parties. Following any permitted assignment or transfer by operation of law, the terms "Lessor" and "Lessee" shall be deemed to refer to the relevant transferee or successor, unless the context clearly indicates that the term refers only to the original Party so identified.

(b) Lessor acknowledges that Lessee's interests under this Agreement and in the Equipment are and will be encumbered by Lessee's existing mortgage. Additionally, Lessee may, upon notice to, and only with the prior written consent of, Lessor, mortgage or grant a security interest in this Agreement and the Equipment, and may assign this Agreement and the Equipment to any of Lessee's future mortgagees or holders of security interests, including their successors or assigns (Lessee's existing mortgagee and any future Lessee mortgagees or security interest holders are collectively referred to herein as the "**Mortgagees**"), and such Mortgagees shall have the right, but not the obligation, to assume Lessee's rights and obligations under this Agreement. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that the cure period for any Mortgagees shall not be less than thirty (30) calendar days after receipt of the default notice, as provided in Section 15 above. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Lessee, which is:

Deutsche Bank  
60 Wall Street  
16<sup>th</sup> Floor  
New York, NY 10005

Failure by Lessor to give Mortgagees such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Mortgagees to cure any default as provided in Section 15 above.

22. **Condemnation.** In the event of condemnation of some or all of the Demised Premises, Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking, as their respective interests appear. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation for purposes of this Agreement.

23. **Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3<sup>rd</sup>) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164  
Attn: City Manager

With copy to: Garganese, Weiss & D'Agresta  
111 N. Orange Avenue, Suite 2000  
P.O. Box 2873  
Orlando, Florida 32802-2873  
Attn: William E. Reischmann, Jr.

To Lessee: Florida Power & Light Company  
700 Universe Boulevard, CEA/JB  
Juno Beach, Florida 33408  
Attn: Vice President of Corporate Real Estate

With copy to: Florida Power & Light Company  
700 Universe Boulevard, LAW/JB  
Juno Beach, Florida 33408  
Attn: General Counsel

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party.

24. **Memorandum of Lease.** It is specifically understood and agreed by both Parties hereto that a Memorandum of Lease ("**Memorandum**") in substantially the form of the attached **Exhibit C** will be executed by the Parties and recorded in the Public Records of the county in which the Demised Premises is located, indexed in the land records of that office in the names of both Parties hereto and will be a matter of public record. Upon completion of the installation of the Equipment by Lessee, Lessee shall provide Lessor with an "as-built" survey of the Equipment installed on the Demised Premises which shall serve as a replacement to the exhibit attached to the

Memorandum, and Lessor hereby authorizes Lessee to execute and record an amendment to the Memorandum without the Lessor's signature effectuating such change.

25. **Miscellaneous.**

(a) **Entire Agreement; Modification; Waiver.** All of the representations and obligations of the Parties are contained herein and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing, signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that Party. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of this Agreement. No waiver shall be implied by delay or any other act or omission of either Party.

(b) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(c) **Attorneys Fees.** In the event of any litigation arising between the parties under this Agreement, each party shall bear its own attorneys' fees and paralegals' fees and court costs at all trial and appellate levels. This paragraph shall survive expiration or termination of this Agreement coextensively with other surviving provisions of this Agreement.

(d) **Severability.** Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling.

(e) **Headings and Gender.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

(f) **Authority.** Each Party represents to the other that it has complete authority to enter into this transaction.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, upon execution of a substantively identical counterpart by each Party, shall be deemed an original, but all of which together shall constitute a single instrument. A

facsimile or similar electronic transmission of a counterpart signed by a Party hereto shall be regarded as an original signed by such Party for all purposes.

(h) **Binding Effect.** This Agreement shall bind and benefit the Parties and their respective successors and assigns.

(i) **Publicity; Tours.** The Parties acknowledge that each of them has a legitimate business interest in receiving public recognition of their participation in the transaction contemplated by this Agreement. In order to coordinate the timing, tone and content of any publicity, however, each Party agrees that neither of them shall issue any press release regarding the existence or the terms of this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed, without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, provided that general advertising that refers to a “partnering” (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. No filing that Lessee is required by applicable law to make with any regulatory authority shall, by itself, be deemed to violate the preceding sentence. Lessee shall have the right to give site tours of the Equipment on the Demised Premises for visitors and other interested parties.

(j) **Construction.** This Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Lessor and Lessee have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

(k) **Headings.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

(l) **Force Majeure.** Lessor and Lessee (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

(m) **Exhibits.** All of the schedules and exhibits attached to this Agreement (or attached from time to time after the Effective Date) are incorporated in, and made a part of, this Agreement.

(n) **Successors and Assigns.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

(o) **Amendments.** This Agreement may not be changed, altered or modified except by an instrument in writing duly signed by both Parties.

(p) **Calculation of Time Periods.** The Effective Date of this Agreement shall be when it has been signed by the last party to sign same and when it has thereupon been mutually delivered. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State in which the Property is located, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.

[Remainder of page intentionally blank; Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Witness:

**LESSOR:**

City of Palm Coast

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Print Name: Jim Landon

Title: City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness:

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

**LESSEE:**

Florida Power & Light Company,  
a Florida corporation

\_\_\_\_\_  
Timothy Oliver,  
Vice President of Corporate Real Estate

**EXHIBIT A**

**Description of the Property**

**[INSERT LEGAL DESCRIPTION OF THE ENTIRE PROPERTY OWNED BY LESSOR]**

**EXHIBIT B**

**Depiction of Demised Premises**

**[INSERT LEGAL DESCRIPTION AND SKETCH OF THE PORTION OF PROPERTY  
LESSEE IS LEASING HEREUNDER]**

## **EXHIBIT C**

### **Form Memorandum of Lease**

This Instrument has been prepared by or under  
the supervision of (and after recording return to):

Seth S. Sheitelman, Esq.  
Florida Power & Light Company (LAW/JB)  
700 Universe Boulevard  
Juno Beach, Florida 33408

### **MEMORANDUM OF SOLAR LEASE AGREEMENT**

This Memorandum of Solar Lease Agreement (“**Memorandum**”) is executed and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between City of Palm Coast (“**Lessor**”) and Florida Power & Light Company, a Florida corporation (“**Lessee**”).

### **RECITALS**

WHEREAS, on even date herewith, Lessor and Lessee entered into a written Master Solar Lease Agreement (“**Agreement**”) related to certain property situated in Flagler County, Florida more particularly described in Exhibit A attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Lessor and Lessee desire to provide record notice of the Agreement pursuant to this Memorandum.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby give record notice of the following:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Lease.** In accordance with the terms and conditions of the Agreement, Lessor has leased that certain portion of the Property to Lessee more particularly described in Exhibit B attached hereto and made a part hereof (“**Demised Premises**”) for the purpose of constructing, installing, operating, inspecting, maintaining, repairing, testing, enlarging, modifying, removing, and replacing the solar Equipment (as defined in the Lease).

3. **Term.** The term of this Agreement is comprised of a six (6) month “Construction Term”, and an Operating Term. The “Construction Term” shall commence after unrestricted access (once all permits are approved) and continue for six (6) months (“**Construction Term**”). The Construction Term shall end six (6) months after unrestricted access (once all permits are approved) unless before that date Lessee notifies Lessor that Lessee elects to terminate this

Agreement or that the Commercial Operations Date has occurred. For purposes of this Agreement, “**Commercial Operations Date**” shall mean the date on which the Equipment becomes operational as determined by FPL. The “**Operating Term**” of this Agreement shall commence on the day immediately following the last day of the Construction Term, and continue for a term ending on the tenth (10<sup>th</sup>) anniversary of the Commercial Operations Date. The Operating Term and the Construction Term are collectively referred to herein as the “**Term**”.

4. **Notice.** This Memorandum is being executed by the parties solely to give public notice of the interest of Lessee in the Demised Premises and is not intended to modify, amend or alter in any respect whatsoever, the terms, covenants and agreements contained in the Agreement.

5. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument.

[Signatures and Acknowledgements Appear on Following Pages]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum on the date hereinabove written.

Executed in the presence of:

**Lessor:**

City of Palm Coast

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jim Landon  
Title: City Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  )  
COUNTY OF FLAGLER                )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, personally known to me to be the person who subscribed to the foregoing instrument or who has produced \_\_\_\_\_, as identification, and acknowledged that he/she executed the same on behalf of said \_\_\_\_\_ and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit \_\_\_\_\_

Executed in the presence of:

**Lessee:**

Florida Power & Light Company,  
a Florida corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Timothy Oliver  
Title: Vice President of Corporate Real Estate

\_\_\_\_\_  
Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  )  
COUNTY OF PALM BEACH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared Timothy Oliver, as Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced \_\_\_\_\_, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit \_\_\_\_\_

## Sketch and Description:

PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY

## Legal Description:

A PORTION OF LAND LYING IN LOT 10, TOWN CENTER PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 35, PAGES 63 THROUGH 68, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN SECTIONS 5 AND 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF LOT 9 AND THE WESTERLY RIGHT-OF-WAY LINE OF CITY PLACE AS PER THE SAID PLAT; THENCE RUN NORTH 76°41'56" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.98 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 13°18'04" WEST, A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 76°41'56" WEST, A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 13°18'04" EAST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 76°41'56" WEST, A DISTANCE OF 151.97 FEET; THENCE RUN NORTH 21°56'47" WEST, A DISTANCE OF 43.52 FEET; THENCE RUN NORTH 85°10'10" WEST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 04°49'50" EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 85°10'10" EAST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 04°49'50" EAST, A DISTANCE OF 377.07 FEET; THENCE RUN NORTH 85°10'10" WEST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 04°49'50" EAST, A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 85°10'10" EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 04°49'50" WEST, A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 85°10'10" WEST, A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 04°49'50" WEST, A DISTANCE OF 387.07 FEET; THENCE RUN SOUTH 85°10'10" EAST, A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 04°49'50" WEST, A DISTANCE OF 21.54 FEET; THENCE RUN SOUTH 21°56'47" EAST, A DISTANCE OF 32.55 FEET; THENCE RUN SOUTH 76°41'56" EAST, A DISTANCE OF 141.61 FEET; THENCE RUN NORTH 13°18'04" EAST TO A POINT LYING ON THE AFORESAID SOUTH LINE OF LOT 9, A DISTANCE OF 5.00 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 76°41'56" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 14,110 SQUARE FEET OR 0.32 ACRE MORE OR LESS.

## Abbreviation & Symbol Legend:

|  |   |                                  |                                    |                          |
|--|---|----------------------------------|------------------------------------|--------------------------|
| (A) - ACTUAL                           | CB WALL - CONC BLOCK WALL                   | GOV'T - GOVERNMENT               | PC - POINT OF CURVATURE            | R31E - RANGE 31 EAST     |
| A/C - AIR CONDITION PAD                | Δ - DELTA                                   | (HC) - HANDICAP                  | PCC - POINT OF COMPOUND CURVATURE  | R - RADIUS               |
| APPROX - APPROXIMATE                   | (D) - DEED                                  | IP - IRON PIPE                   | PCP - PERMANENT CONTROL POINT      | RAD - RADIAL             |
| AVG - AVERAGE                          | (DE) - DEED EXCEPTION                       | IR - IRON ROD                    | PG - PAGE                          | REC - RECOVERED          |
| (BB) - BEARING BASIS                   | DEPT - DEPARTMENT                           | IR&C - IRON REBAR & CAP          | PGS - PAGES                        | REV - REVISION           |
| BLDG - BUILDING                        | D/U - DRAINAGE AND UTILITY EASEMENT         | L - ARC LENGTH                   | PI - POINT OF INTERSECTION         | RP - RADIUS POINT        |
| BM - BENCH MARK                        | ELEV - ELEVATION                            | LB# - LICENSED BUSINESS NUMBER   | POB - POINT OF BEGINNING           | R/W - RIGHT-OF-WAY       |
| (C) - CALCULATED                       | EOP - EDGE OF PAVEMENT                      | (M) - MEASURED                   | POC - POINT OF COMMENCEMENT        | SEC 6 - SECTION 6        |
| C - CHORD                              | ESMT - EASEMENT                             | N & D - NAIL AND DISK            | POL - POINT ON LINE                | SQ - SQUARE              |
| CB - CHORD BEARING                     | FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION | NR - NON-RADIAL                  | PRC - POINT OF REVERSE CURVATURE   | SQ FT - SQUARE FEET      |
| CCR # - CERTIFIED CORNER RECORD NUMBER | FF - FINISH FLOOR                           | NSI - NO SURVEYOR IDENTIFICATION | PRM - PERMANENT REFERENCE MONUMENT | STY - STORY              |
| C/L - CENTERLINE                       | FND - FOUND                                 | NT - NON-TANGENT                 | PT - POINT OF TANGENCY             | TB - TANGENT BEARING     |
| CM - CONCRETE MONUMENT                 | FP&L - FLORIDA POWER AND LIGHT              | OR - OFFICIAL RECORDS            | FEC - FLORIDA EAST COAST RAILWAY   | T12S - TOWNSHIP 12 SOUTH |
| CONC - CONCRETE                        | (G) - GRID (STATE PLANE)                    | ORB - OFFICIAL RECORDS BOOK      |                                    | (TYP) - TYPICAL          |
| COR - CORNER                           | WV - WATER VALVE                            | (P) - PLAT                       |                                    | UE - UTILITY EASEMENT    |
| (INFO) - INFO SIGN                     |   | PB - PLAT BOOK                   |                                    | W/ - WITH                |
|  |   | FS - FLORIDA STATUTE             |                                    |                          |
|  |   |                                  | ☼ - LIGHT POLE w/ ELEC OUTLET      |                          |

## Surveyor's Notes:

- "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED 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 RELATIVE TO THE SOUTH LINE OF LOT 9, TOWN CENTER PHASE 2, AS RECORDED IN MAP BOOK 35, PAGES 63 THROUGH 68 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS BEING S76°41'56"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:

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 August 4, 2017. 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: \_\_\_\_\_

Jeffrey W. Patterson  
Professional Surveyor and Mapper  
Florida Registration No. 6384

| 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       | © = COPYRIGHT   |  |

NOT VALID WITHOUT  
SHEETS 1 THROUGH 6 OF 6.

Drawn by: BJB

Date: 08/04/17

Job No. F6432

Scale: N/A

File: F6432\_SK&D\_5



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Prepared By:

CPH, Inc.

Licenses:

Eng. C.O.A. No. 3215

Survey L.B. No. 7143

Arch. Lic. No. AA2600926

Landsc. Lic. No. LC0000298

**FP&L SOLAR LEASED AREA**  
SECTIONS 5 & 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**1**

1 of 6

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520 Palm Coast Pkwy SW ~ Palm Coast, FL 32137 ~ Ph: 386.445.6569

## **Sketch and Description:**

PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY

## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE CERTIFICATE NO. 40459, DATED MAY 25, 2017 AT 6:00 A.M.

1. RESERVATIONS IN FAVOR OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, AS CONTAINED IN DEED NO. 123, TO L.E. WADSWORTH, DATED JULY 17, 1948, RECORDED AUGUST 6, 1948, IN DEED BOOK 30, PAGE 346, AS AFFECTED BY RELEASE OF RIGHT OF ENTRY AND EXPLORATION FOR PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATION, DATED MAY 31, 2001, RECORDED JUNE 13, 2001, IN OFFICIAL RECORDS BOOK 750, PAGE 115, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
2. TOWN CENTER AT PALM COAST DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER EFFECTIVE JULY 11, 2003, BY AND BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND THE CITY OF PALM COAST, RECORDED JULY 23, 2003, IN OFFICIAL RECORDS BOOK 959, PAGE 1509, AS AFFECTED BY ASSIGNMENT OF DEVELOPMENT RIGHTS AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR LAND LOCATED IN TOWN CENTER AT PALM COAST, FLORIDA FOR CITY HALL SITE, BY FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, DATED DECEMBER 11, 2007, RECORDED DECEMBER 27, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 90, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
3. DECLARATION OF RESTRICTION MADE BY FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, DATED OCTOBER 8, 2003, RECORDED DECEMBER 2, 2003, IN OFFICIAL RECORDS BOOK 1014, PAGE 1951, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
4. CITY OF PALM COAST, FLORIDA ORDINANCE NO. 2003-32 PUD 03-06, ADOPTED DECEMBER 16, 2003, RECORDED DECEMBER 30, 2003, IN OFFICIAL RECORDS BOOK 1025, PAGE 1405, AS MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT APPROVED- 07/24/2016, RECORDED AUGUST 7, 2006, IN OFFICIAL RECORDS BOOK 1468, PAGE 553, AS AMENDED BY ORDINANCE NO. 2006-17, ADOPTED OCTOBER 3, 2006, RECORDED OCTOBER 11, 2006, IN OFFICIAL RECORDS BOOK 1494, PAGE 998, AS MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT DATED MAY 23, 2007, RECORDED JUNE 1, 2007, IN OFFICIAL RECORDS BOOK 1579, PAGE 1358, AS AFFECTED BY ASSIGNMENT OF DEVELOPMENT RIGHTS AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR LAND LOCATED IN TOWN CENTER AT PALM COAST, FLORIDA FOR CITY HALL SITE, BY FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, DATED DECEMBER 11, 2007, RECORDED DECEMBER 27, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 90, AS MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT DATED DECEMBER 21, 2007, RECORDED JANUARY 8, 2008, IN OFFICIAL RECORDS BOOK 1637, PAGE 580, AND AS FURTHER MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT DATED JUNE 13, 2008, RECORDED JUNE 17, 2008, IN OFFICIAL RECORDS BOOK 1667, PAGE 238, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
5. NOTICE OF ESTABLISHMENT OF THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT DATED DECEMBER 19, 2003, RECORDED FEBRUARY 9, 2004, IN OFFICIAL RECORDS BOOK 1039, PAGE 1957, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
6. CITY OF PALM COAST DEVELOPER AGREEMENT DATED JANUARY 27, 2004, RECORDED MAY 27, 2004, IN OFFICIAL RECORDS BOOK 1091, PAGE 1949, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
7. CONSERVATION EASEMENT GRANTED BY FLORIDA LANDMARK COMMUNITIES, INC., TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, DATED MARCH 7, 2005, RECORDED MARCH 10, 2005, IN OFFICIAL RECORDS BOOK 1212, PAGE 1812, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)

**TITLE BLOCK ABBREVIATIONS**  
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C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL  
Landscape = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED  
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**NOT VALID WITHOUT  
SHEETS 1 THROUGH 6 OF 6.**

Drawn by: BJB

Date: 08/04/17

Job No. F6432

Scale: N/A

File: F6432\_SK&D\_5



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Prepared By:  
**CPH, Inc.**

Licenses:  
Eng. C.O.A. No. 3215  
Survey L.B. No. 7143  
Arch. Lic. No. AA2600926  
Landscape Lic. No. LC0000298

**FP&L SOLAR LEASED AREA**  
SECTIONS 5 & 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**2**

2 of 6

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## **Sketch and Description:**

PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY

## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE CERTIFICATE NO. 40459, DATED MAY 25, 2017 AT 6:00 A.M.

8. BLANKET DRAINAGE EASEMENT AGREEMENT BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND MARDEM, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF PALM COAST, DATED APRIL 22, 2005, RECORDED JUNE 6, 2005, IN OFFICIAL RECORDS BOOK 1259, PAGE 1391, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
9. NOTICE OF APPOINTMENT OF ARCHITECTURAL REVIEW COMMITTEES AND VERIFICATION OF PRIOR ACTIONS ISSUED BY PALM COAST HOLDINGS, INC., DATED MARCH 30, 2000, RECORDED JULY 12, 2005, IN OFFICIAL RECORDS BOOK 1281, PAGE 1449, AND SECOND NOTICE OF APPOINTMENT OF ARCHITECTURAL REVIEW COMMITTEES AND RATIFICATION OF PRIOR ACTIONS ISSUED BY FLORIDA LANDMARK COMMUNITIES, INC., (SUCCESSOR BY MERGER TO PALM COAST HOLDINGS, INC.) DATED JUNE 23, 2005, RECORDED JULY 12, 2005, IN OFFICIAL RECORDS BOOK 1281, PAGE 1452, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
10. EASEMENTS, RESTRICTIONS, RESERVATIONS AND DEDICATIONS AS LOCATED AND RESERVED ON THE RECORDED PLAT OF TOWN CENTER PHASE 2, FILED FEBRUARY 3, 2006, IN PLAT BOOK 35, PAGE 63, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (AS SHOWN ON SURVEY)
11. EASEMENT GRANTED BY FLORIDA LANDMARK COMMUNITIES, INC., TO FLORIDA POWER & LIGHT COMPANY, DATED JUNE 20, 2006, RECORDED JUNE 29, 2006, IN OFFICIAL RECORDS BOOK 1453, PAGE 148, AS PARTIALLY RELEASED BY PARTIAL RELEASE OF EASEMENT DATED OCTOBER 16, 2007, RECORDED OCTOBER 30, 2007, IN OFFICIAL RECORDS BOOK 1623, PAGE 1560, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREAS)
12. TOWN CENTER MULTI-USE EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF PALM COAST, A FLORIDA MUNICIPAL CORPORATION, FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION, AND THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, DATED JULY 18, 2006, RECORDED JULY 25, 2006, IN OFFICIAL RECORDS BOOK 1463, PAGE 448, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
13. DRAINAGE EASEMENT AGREEMENT BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND CITY CENTER OF PALM COAST, INC., A FLORIDA CORPORATION, DATED NOVEMBER 6, 2006, RECORDED NOVEMBER 9, 2006, IN OFFICIAL RECORDS BOOK 1504, PAGE 1455, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA F6432\_SK&D\_5) (AS SHOWN ON SURVEY)
14. SHARED EASEMENT AGREEMENT A CONSTRUCTION, MAINTENANCE AND EASEMENT AGREEMENT FOR ACCESS AND UTILITIES BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION, DATED NOVEMBER 6, 2006, RECORDED NOVEMBER 9, 2006, IN OFFICIAL RECORDS BOOK 1504, PAGE 1459, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
15. EASEMENT GRANTED BY FLORIDA LANDMARK COMMUNITIES, INC., TO FLORIDA POWER & LIGHT COMPANY, DATED OCTOBER 10, 2007, RECORDED OCTOBER 30, 2007, IN OFFICIAL RECORDS BOOK 1623, PAGE 1564, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)

**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  
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**Drawn by: BJB**

**Date: 08/04/17**

**Job No. F6432**

**Scale: N/A**

**File: F6432\_SK&D\_5**



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**Prepared By:**

**CPH, Inc.**

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**Survey L.B. No. 7143**

**Arch. Lic. No. AA2600926**

**Landsc. Lic. No. LC0000298**

**FP&L SOLAR LEASED AREA**  
**SECTIONS 5 & 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST**  
**FLAGLER COUNTY, FLORIDA**

**SKETCH AND DESCRIPTION**

**Sheet**

**3**

**3 of 6**

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## **Sketch and Description:**

PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY

## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE CERTIFICATE NO. 40459, DATED MAY 25, 2017 AT 6:00 A.M.

16. PARTIAL NON-EXCLUSIVE ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND AGREEMENT REGARDING ADOPTION OF RULES BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND THE TOWN CENTRE' AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, DATED DECEMBER 4, 2009, RECORDED JANUARY 11, 2010, IN OFFICIAL RECORDS BOOK 1752, PAGE 497, AS AMENDED BY AMENDMENT DATED AUGUST 19, 2016, RECORDED JANUARY 10, 2017, IN OFFICIAL RECORDS BOOK 2180, PAGE 552, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  17. RESTRICTIVE COVENANTS CONTAINED IN WARRANTY DEED FROM FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, (AS SUCCESSOR BY MERGER TO PALM COAST HOLDINGS, INC.), TO CITY OF PALM COAST, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, DATED DECEMBER 11, 2007, RECORDED DECEMBER 27, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 99, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  18. EASEMENT GRANTED BY CITY OF PALM COAST, A FLORIDA MUNICIPAL CORPORATION, TO FLORIDA POWER & LIGHT COMPANY, DATED AUGUST 5, 2009, RECORDED AUGUST 13, 2009, IN OFFICIAL RECORDS BOOK 1730, PAGE 1985, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
  19. NOTICE OF RULE ADOPTION OF THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT ISSUED BY TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, DATED DECEMBER 29, 2009, RECORDED JANUARY 11, 2010, IN OFFICIAL RECORDS BOOK 1752, PAGE 502, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  20. SCRIVENER'S ERROR AFFIDAVIT MADE BY FLORIDA LANDMARK COMMUNITIES, LLC, DATED MARCH 6, 2012, RECORDED MARCH 13, 2012, IN OFFICIAL RECORDS BOOK 1858, PAGE 1330, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  21. CITY OF PALM COAST DEVELOPMENT ORDER APPROVAL TECHNICAL SITE PLAN TIER 1, LOT 10/TOWN CENTER CITY HALL/PHASE 1, RECORDED NOVEMBER 3, 2014, IN OFFICIAL RECORDS BOOK 2032, PAGE 911, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  22. UNDERGROUND EASEMENT (BUSINESS) GRANTED BY CITY OF PALM COAST, TO FLORIDA POWER & LIGHT COMPANY, DATED MAY 19, 2015, RECORDED MAY 27, 2015, IN OFFICIAL RECORDS BOOK 2065, PAGE 1915, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
- NOTE: IT APPEARS THAT THE LEGAL DESCRIPTION IS IN ERROR AS SAME DESCRIBES A PORTION OF LAND LYING IN LOT 11, WHEREAS IT APPEARS TO BE LYING WITHIN LOT 10.
23. RESTRICTIVE COVENANT MADE BY CITY OF PALM COAST, TO PALM COAST ARTS FOUNDATION, INC., DATED SEPTEMBER 20, 2016, RECORDED OCTOBER 4, 2016, IN OFFICIAL RECORDS BOOK 2161, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)

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**Date: 08/04/17**

**Job No. F6432**

**Scale: N/A**

**File: F6432\_SK&D\_5**



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Survey L.B. No. 7143  
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Landsc. Lic. No. LC0000298**

**FP&L SOLAR LEASED AREA  
SECTIONS 5 & 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA**

**SKETCH AND DESCRIPTION**

**Sheet**

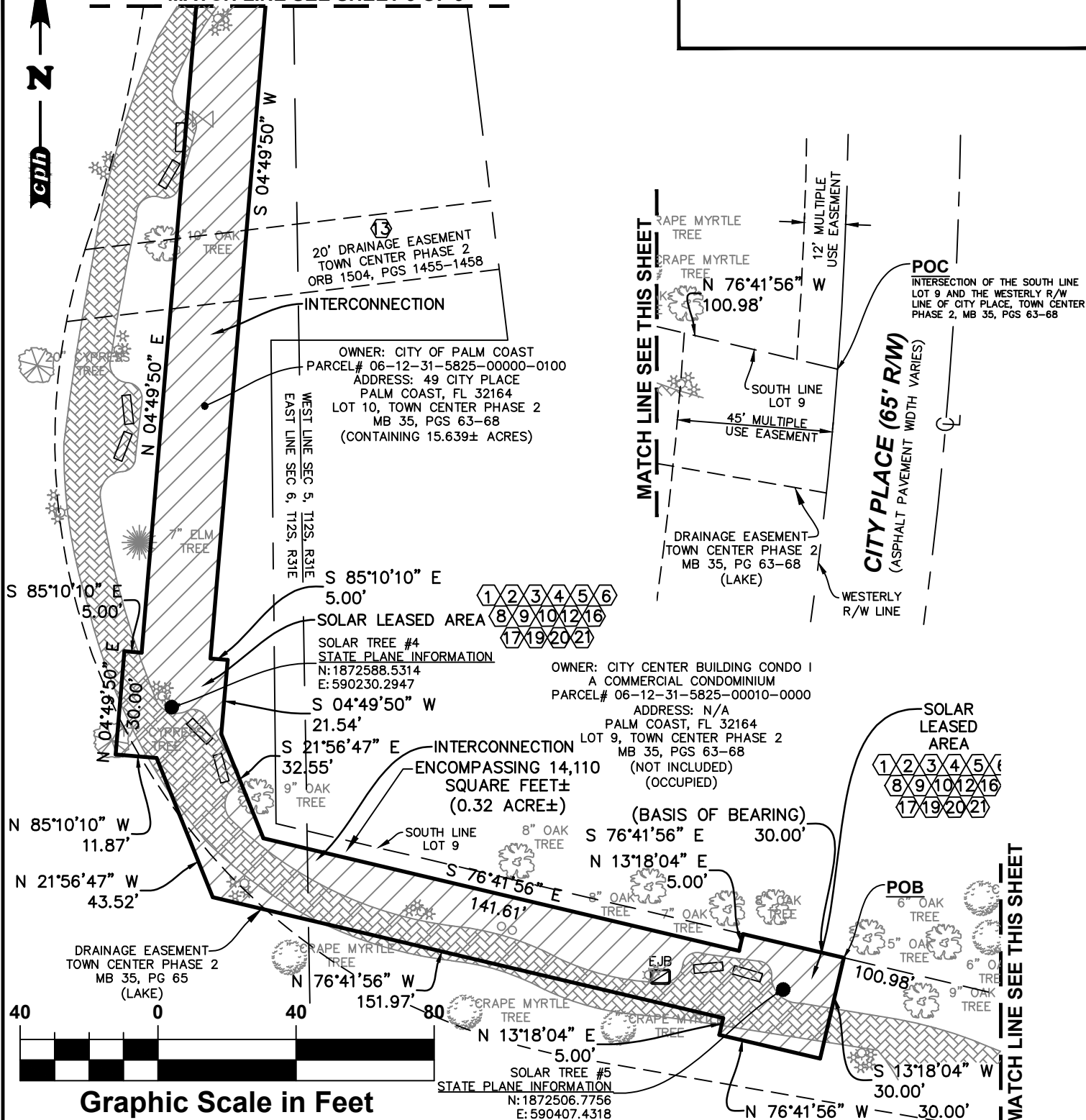
**4**

**4 of 6**

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PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY

PALM COAST CENTRAL PARK  
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## Graphic Scale in Feet

**TITLE BLOCK ABBREVIATIONS**

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File: F6432 SK&amp;D 5

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**FP&L SOLAR LEASED AREA**  
**SECTIONS 5 & 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST**  
**FLAGLER COUNTY, FLORIDA**

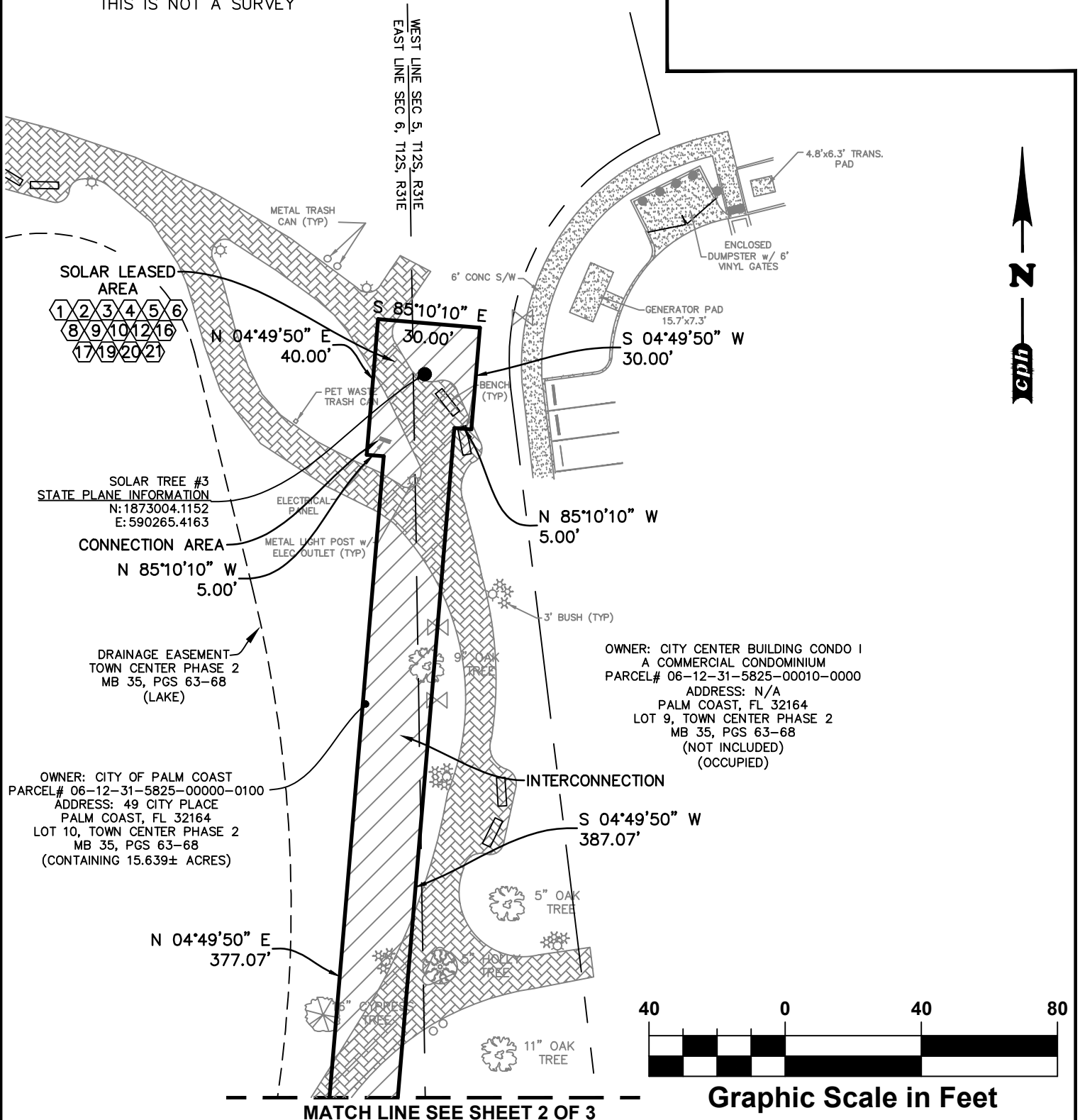
### SKETCH AND DESCRIPTION

5 of 6

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# Sketch and Description:

PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY



Graphic Scale in Feet

MATCH LINE SEE SHEET 2 OF 3

| TITLE BLOCK ABBREVIATIONS             |                          |                       |  |
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Date: 08/04/17

Job No. F6432

Scale: 1"=40'

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**FP&L SOLAR LEASED AREA**  
SECTIONS 5 & 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet  
**6**  
6 of 6

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## Sketch and Description:

PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY

## Legal Description:

A PORTION OF LAND LYING IN LOT 10, TOWN CENTER PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 35, PAGES 63 THROUGH 68, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 11 AND THE NORTHERLY RIGHT-OF-WAY LINE OF CENTRAL AVENUE AS PER SAID PLAT; THENCE RUN NORTH 02°12'59" EAST ALONG SAID EAST LINE, A DISTANCE OF 86.13 FEET; THENCE CONTINUING ALONG SAID EAST LINE, RUN NORTH 44°02'17" WEST, A DISTANCE OF 157.24 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 45°57'43" EAST, A DISTANCE OF 24.71 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 02°33'29" EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 87°26'31" EAST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 02°33'29" EAST, A DISTANCE OF 183.22 FEET; THENCE RUN NORTH 87°26'31" WEST, A DISTANCE OF 37.58 FEET TO A POINT LYING ON THE AFORESAID EAST LINE OF LOT 11; THENCE RUN NORTH 00°57'43" EAST ALONG SAID EAST LINE, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 87°26'31" EAST, A DISTANCE OF 32.72 FEET; THENCE RUN NORTH 02°33'29" EAST, A DISTANCE OF 26.99 FEET; THENCE RUN SOUTH 87°26'31" EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 02°33'29" WEST, A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 87°26'31" WEST, A DISTANCE OF 5.00 FEET, THENCE RUN SOUTH 02°33'29" WEST, A DISTANCE OF 185.21 FEET, THENCE RUN SOUTH 87°26'31" EAST, A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 02°33'29" WEST, A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 87°26'31" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 5,677 SQUARE FEET OR 0.13 ACRE MORE OR LESS.

## Abbreviation & Symbol Legend:

|  |   |                                |                                    |                          |
|--|---|--------------------------------|------------------------------------|--------------------------|
| (A) - ACTUAL                           | CB WALL - CONC BLOCK WALL                   | GOV'T - GOVERNMENT             | PC - POINT OF CURVATURE            | R31E - RANGE 31 EAST     |
| A/C - AIR CONDITION PAD                | Δ - DELTA                                   | (HC) - HANDICAP                | PCC - POINT OF COMPOUND CURVATURE  | R - RADIUS               |
| APPROX - APPROXIMATE                   | (D) - DEED                                  | IP - IRON PIPE                 | PCP - PERMANENT CONTROL POINT      | RAD - RADIAL             |
| AVG - AVERAGE                          | (DE) - DEED EXCEPTION                       | IR - IRON ROD                  | PG - PAGE                          | REC - RECOVERED          |
| (BB) - BEARING BASIS                   | DEPT - DEPARTMENT                           | IR&C - IRON REBAR & CAP        | PGS - PAGES                        | REV - REVISION           |
| BLDG - BUILDING                        | D/U - DRAINAGE AND UTILITY                  | L - ARC LENGTH                 | PI - POINT OF INTERSECTION         | RP - RADIUS POINT        |
| BM - BENCH MARK                        | ELEV - ELEVATION                            | LB# - LICENSED BUSINESS NUMBER | POB - POINT OF BEGINNING           | R/W - RIGHT-OF-WAY       |
| (C) - CALCULATED                       | EOP - EDGE OF PAVEMENT                      | (M) - MEASURED                 | PCC - POINT OF COMMENCEMENT        | SEC 6 - SECTION 6        |
| CB - CHORD BEARING                     | ESMT - EASEMENT                             | N & D - NAIL AND DISK          | POL - POINT ON LINE                | SQ - SQUARE              |
| CCR # - CERTIFIED CORNER RECORD NUMBER | FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION | NR - NON-RADIAL                | PRC - POINT OF REVERSE CURVATURE   | SQ FT - SQUARE FEET      |
| C/L - CENTERLINE                       | FF - FINISH FLOOR                           | NT - NON-TANGENT               | PRM - PERMANENT REFERENCE MONUMENT | STY - STORY              |
| CM - CONCRETE MONUMENT                 | FND - FOUND                                 | OR - OFFICIAL RECORDS          | PT - POINT OF TANGENCY             | TB - TANGENT BEARING     |
| CONC - CONCRETE                        | FP&L - FLORIDA POWER AND LIGHT              | ORB - OFFICIAL RECORDS BOOK    | FEC - FLORIDA EAST COAST RAILWAY   | T12S - TOWNSHIP 12 SOUTH |
| COR - CORNER                           | (G) - GRID (STATE PLANE)                    | (P) - PLAT                     |                                    | (TYP) - TYPICAL          |
| (INFO) - INFO SIGN                     | WV - WATER VALVE                            | PB - PLAT BOOK                 |                                    | UE - UTILITY EASEMENT    |
|  |   | FS - FLORIDA STATUTE           |                                    | W/ - WITH                |
|  |   |                                | ☼ - LIGHT POLE w/ ELEC OUTLET      |                          |

## Surveyor's Notes:

- "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED 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 RELATIVE TO THE EAST LINE OF LOT 11, TOWN CENTER PHASE 2, AS RECORDED IN MAP BOOK 35, PAGES 63 THROUGH 68 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS BEING N02°12'59"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:

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 August 4, 2017. 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: \_\_\_\_\_

Jeffrey W. Patterson  
Professional Surveyor and Mapper  
Florida Registration No. 6384

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SHEETS 1 THROUGH 6 OF 6.

Drawn by: BJB

Date: 08/04/17

Job No. F6432

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**FP&L SOLAR LEASED AREA**  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**1**

1 of 6

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## **Sketch and Description:**

PALM COAST CENTRAL PARK  
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## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE CERTIFICATE NO. 40459, DATED MAY 25, 2017 AT 6:00 A.M.

1. RESERVATIONS IN FAVOR OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, AS CONTAINED IN DEED NO. 123, TO L.E. WADSWORTH, DATED JULY 17, 1948, RECORDED AUGUST 6, 1948, IN DEED BOOK 30, PAGE 346, AS AFFECTED BY RELEASE OF RIGHT OF ENTRY AND EXPLORATION FOR PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATION, DATED MAY 31, 2001, RECORDED JUNE 13, 2001, IN OFFICIAL RECORDS BOOK 750, PAGE 115, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
2. TOWN CENTER AT PALM COAST DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER EFFECTIVE JULY 11, 2003, BY AND BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND THE CITY OF PALM COAST, RECORDED JULY 23, 2003, IN OFFICIAL RECORDS BOOK 959, PAGE 1509, AS AFFECTED BY ASSIGNMENT OF DEVELOPMENT RIGHTS AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR LAND LOCATED IN TOWN CENTER AT PALM COAST, FLORIDA FOR CITY HALL SITE, BY FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, DATED DECEMBER 11, 2007, RECORDED DECEMBER 27, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 90, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
3. DECLARATION OF RESTRICTION MADE BY FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, DATED OCTOBER 8, 2003, RECORDED DECEMBER 2, 2003, IN OFFICIAL RECORDS BOOK 1014, PAGE 1951, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
4. CITY OF PALM COAST, FLORIDA ORDINANCE NO. 2003-32 PUD 03-06, ADOPTED DECEMBER 16, 2003, RECORDED DECEMBER 30, 2003, IN OFFICIAL RECORDS BOOK 1025, PAGE 1405, AS MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT APPROVED- 07/24/2016, RECORDED AUGUST 7, 2006, IN OFFICIAL RECORDS BOOK 1468, PAGE 553, AS AMENDED BY ORDINANCE NO. 2006-17, ADOPTED OCTOBER 3, 2006, RECORDED OCTOBER 11, 2006, IN OFFICIAL RECORDS BOOK 1494, PAGE 998, AS MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT DATED MAY 23, 2007, RECORDED JUNE 1, 2007, IN OFFICIAL RECORDS BOOK 1579, PAGE 1358, AS AFFECTED BY ASSIGNMENT OF DEVELOPMENT RIGHTS AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR LAND LOCATED IN TOWN CENTER AT PALM COAST, FLORIDA FOR CITY HALL SITE, BY FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, DATED DECEMBER 11, 2007, RECORDED DECEMBER 27, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 90, AS MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT DATED DECEMBER 21, 2007, RECORDED JANUARY 8, 2008, IN OFFICIAL RECORDS BOOK 1637, PAGE 580, AND AS FURTHER MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT DATED JUNE 13, 2008, RECORDED JUNE 17, 2008, IN OFFICIAL RECORDS BOOK 1667, PAGE 238, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
5. NOTICE OF ESTABLISHMENT OF THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT DATED DECEMBER 19, 2003, RECORDED FEBRUARY 9, 2004, IN OFFICIAL RECORDS BOOK 1039, PAGE 1957, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
6. CITY OF PALM COAST DEVELOPER AGREEMENT DATED JANUARY 27, 2004, RECORDED MAY 27, 2004, IN OFFICIAL RECORDS BOOK 1091, PAGE 1949, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
7. CONSERVATION EASEMENT GRANTED BY FLORIDA LANDMARK COMMUNITIES, INC., TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, DATED MARCH 7, 2005, RECORDED MARCH 10, 2005, IN OFFICIAL RECORDS BOOK 1212, PAGE 1812, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)

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**FP&L SOLAR LEASED AREA**  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**2**

2 of 6

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## **Sketch and Description:**

PALM COAST CENTRAL PARK  
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## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE CERTIFICATE NO. 40459, DATED MAY 25, 2017 AT 6:00 A.M.

8. BLANKET DRAINAGE EASEMENT AGREEMENT BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND MARDEM, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF PALM COAST, DATED APRIL 22, 2005, RECORDED JUNE 6, 2005, IN OFFICIAL RECORDS BOOK 1259, PAGE 1391, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
9. NOTICE OF APPOINTMENT OF ARCHITECTURAL REVIEW COMMITTEES AND VERIFICATION OF PRIOR ACTIONS ISSUED BY PALM COAST HOLDINGS, INC., DATED MARCH 30, 2000, RECORDED JULY 12, 2005, IN OFFICIAL RECORDS BOOK 1281, PAGE 1449, AND SECOND NOTICE OF APPOINTMENT OF ARCHITECTURAL REVIEW COMMITTEES AND RATIFICATION OF PRIOR ACTIONS ISSUED BY FLORIDA LANDMARK COMMUNITIES, INC., (SUCCESSOR BY MERGER TO PALM COAST HOLDINGS, INC.) DATED JUNE 23, 2005, RECORDED JULY 12, 2005, IN OFFICIAL RECORDS BOOK 1281, PAGE 1452, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
10. EASEMENTS, RESTRICTIONS, RESERVATIONS AND DEDICATIONS AS LOCATED AND RESERVED ON THE RECORDED PLAT OF TOWN CENTER PHASE 2, FILED FEBRUARY 3, 2006, IN PLAT BOOK 35, PAGE 63, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (AS SHOWN ON SURVEY)
11. EASEMENT GRANTED BY FLORIDA LANDMARK COMMUNITIES, INC., TO FLORIDA POWER & LIGHT COMPANY, DATED JUNE 20, 2006, RECORDED JUNE 29, 2006, IN OFFICIAL RECORDS BOOK 1453, PAGE 148, AS PARTIALLY RELEASED BY PARTIAL RELEASE OF EASEMENT DATED OCTOBER 16, 2007, RECORDED OCTOBER 30, 2007, IN OFFICIAL RECORDS BOOK 1623, PAGE 1560, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREAS)
12. TOWN CENTER MULTI-USE EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF PALM COAST, A FLORIDA MUNICIPAL CORPORATION, FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION, AND THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, DATED JULY 18, 2006, RECORDED JULY 25, 2006, IN OFFICIAL RECORDS BOOK 1463, PAGE 448, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
13. DRAINAGE EASEMENT AGREEMENT BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND CITY CENTER OF PALM COAST, INC., A FLORIDA CORPORATION, DATED NOVEMBER 6, 2006, RECORDED NOVEMBER 9, 2006, IN OFFICIAL RECORDS BOOK 1504, PAGE 1455, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA F6432\_SK&D\_5) (AS SHOWN ON SURVEY)
14. SHARED EASEMENT AGREEMENT A CONSTRUCTION, MAINTENANCE AND EASEMENT AGREEMENT FOR ACCESS AND UTILITIES BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION, DATED NOVEMBER 6, 2006, RECORDED NOVEMBER 9, 2006, IN OFFICIAL RECORDS BOOK 1504, PAGE 1459, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
15. EASEMENT GRANTED BY FLORIDA LANDMARK COMMUNITIES, INC., TO FLORIDA POWER & LIGHT COMPANY, DATED OCTOBER 10, 2007, RECORDED OCTOBER 30, 2007, IN OFFICIAL RECORDS BOOK 1623, PAGE 1564, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)

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SHEETS 1 THROUGH 6 OF 6.**

**Drawn by: BJB**

**Date: 08/04/17**

**Job No. F6432**

**Scale: N/A**

**File: F6432\_SK&D\_4**



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**Prepared By:**

**CPH, Inc.**

**Licenses:**

**Eng. C.O.A. No. 3215**

**Survey L.B. No. 7143**

**Arch. Lic. No. AA2600926**

**Landsc. Lic. No. LC0000298**

**FP&L SOLAR LEASED AREA**  
**SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST**  
**FLAGLER COUNTY, FLORIDA**

**SKETCH AND DESCRIPTION**

**Sheet**

**3**

**3 of 6**

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## **Sketch and Description:**

PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY

## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE CERTIFICATE NO. 40459, DATED MAY 25, 2017 AT 6:00 A.M.

16. PARTIAL NON-EXCLUSIVE ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND AGREEMENT REGARDING ADOPTION OF RULES BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND THE TOWN CENTRE' AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, DATED DECEMBER 4, 2009, RECORDED JANUARY 11, 2010, IN OFFICIAL RECORDS BOOK 1752, PAGE 497, AS AMENDED BY AMENDMENT DATED AUGUST 19, 2016, RECORDED JANUARY 10, 2017, IN OFFICIAL RECORDS BOOK 2180, PAGE 552, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  17. RESTRICTIVE COVENANTS CONTAINED IN WARRANTY DEED FROM FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, (AS SUCCESSOR BY MERGER TO PALM COAST HOLDINGS, INC.), TO CITY OF PALM COAST, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, DATED DECEMBER 11, 2007, RECORDED DECEMBER 27, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 99, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  18. EASEMENT GRANTED BY CITY OF PALM COAST, A FLORIDA MUNICIPAL CORPORATION, TO FLORIDA POWER & LIGHT COMPANY, DATED AUGUST 5, 2009, RECORDED AUGUST 13, 2009, IN OFFICIAL RECORDS BOOK 1730, PAGE 1985, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
  19. NOTICE OF RULE ADOPTION OF THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT ISSUED BY TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, DATED DECEMBER 29, 2009, RECORDED JANUARY 11, 2010, IN OFFICIAL RECORDS BOOK 1752, PAGE 502, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  20. SCRIVENER'S ERROR AFFIDAVIT MADE BY FLORIDA LANDMARK COMMUNITIES, LLC, DATED MARCH 6, 2012, RECORDED MARCH 13, 2012, IN OFFICIAL RECORDS BOOK 1858, PAGE 1330, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  21. CITY OF PALM COAST DEVELOPMENT ORDER APPROVAL TECHNICAL SITE PLAN TIER 1, LOT 10/TOWN CENTER CITY HALL/PHASE 1, RECORDED NOVEMBER 3, 2014, IN OFFICIAL RECORDS BOOK 2032, PAGE 911, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  22. UNDERGROUND EASEMENT (BUSINESS) GRANTED BY CITY OF PALM COAST, TO FLORIDA POWER & LIGHT COMPANY, DATED MAY 19, 2015, RECORDED MAY 27, 2015, IN OFFICIAL RECORDS BOOK 2065, PAGE 1915, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
- NOTE: IT APPEARS THAT THE LEGAL DESCRIPTION IS IN ERROR AS SAME DESCRIBES A PORTION OF LAND LYING IN LOT 11, WHEREAS IT APPEARS TO BE LYING WITHIN LOT 10.
23. RESTRICTIVE COVENANT MADE BY CITY OF PALM COAST, TO PALM COAST ARTS FOUNDATION, INC., DATED SEPTEMBER 20, 2016, RECORDED OCTOBER 4, 2016, IN OFFICIAL RECORDS BOOK 2161, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)

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Drawn by: BJB

Date: 08/04/17

Job No. F6432

Scale: N/A

File: F6432\_SK&D\_4



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**CPH, Inc.**

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**FP&L SOLAR LEASED AREA**  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**4**

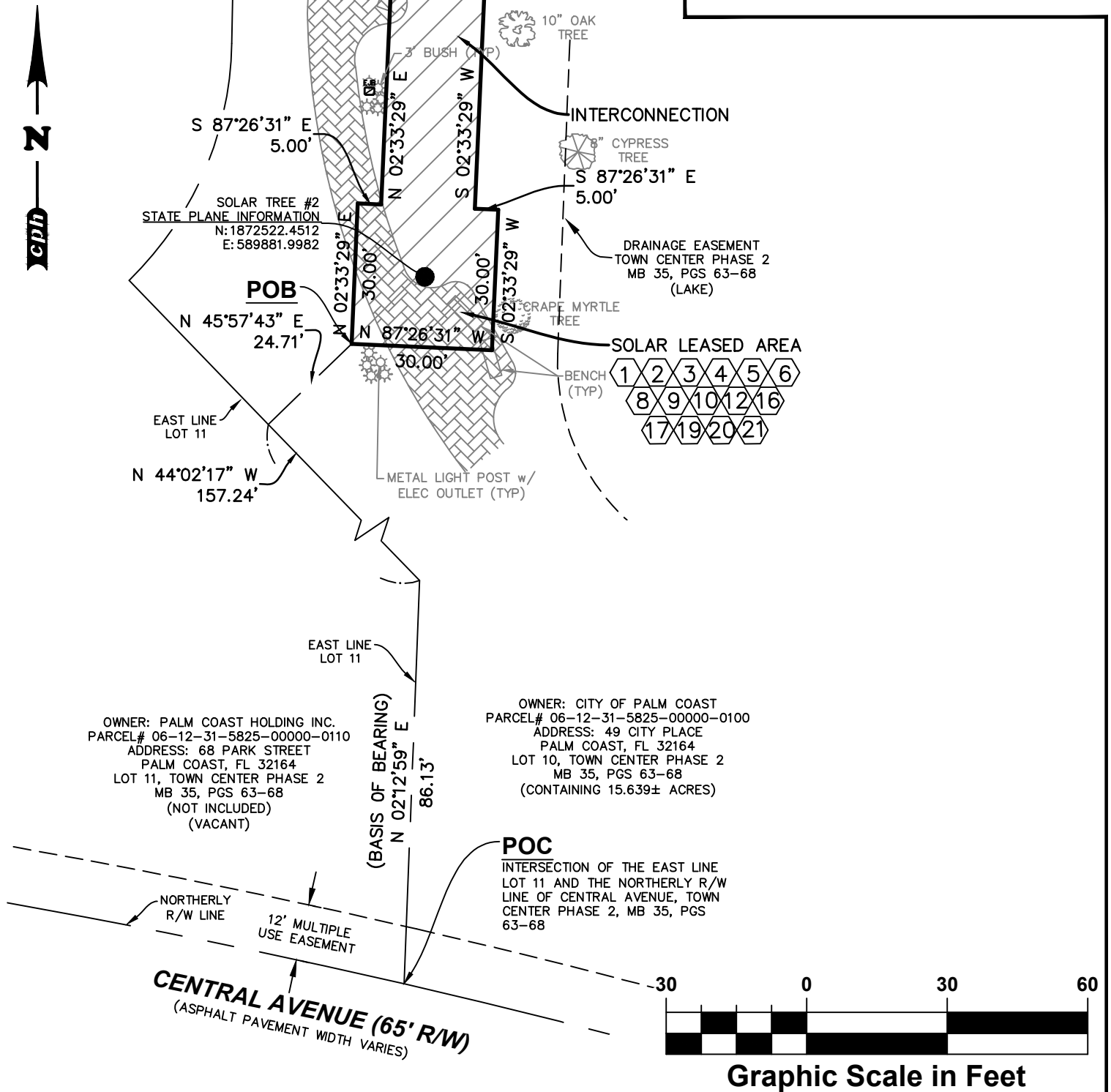
4 of 6

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## Sketch and Description:

PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY

MATCH LINE SEE SHEET 3 OF 3



Graphic Scale in Feet

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Job No. F6432

Scale: 1"=30'

File: F6432\_SK&D\_4

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**FP&L SOLAR LEASED AREA**  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**5**

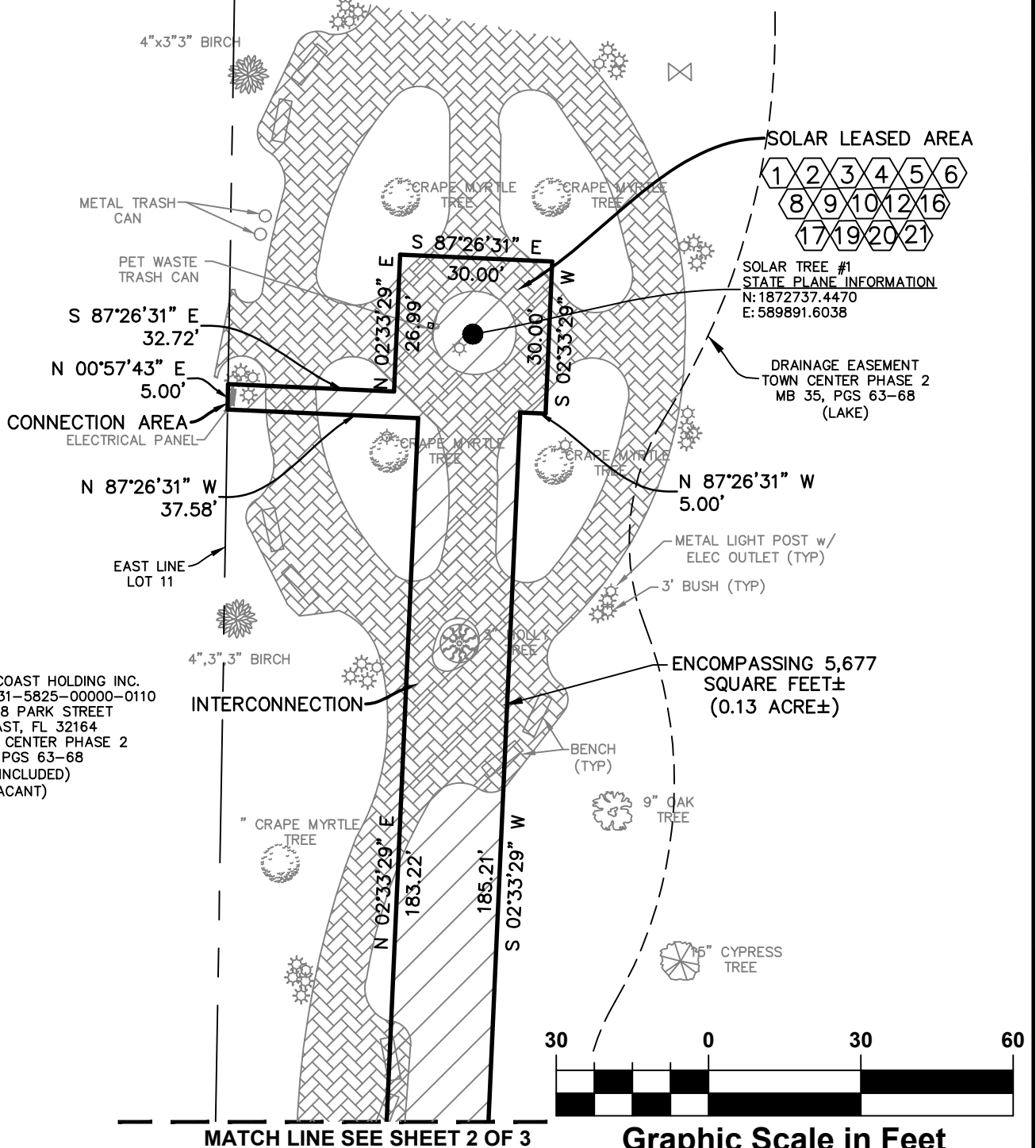
5 of 6

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# Sketch and Description:

PALM COAST CENTRAL PARK  
THIS IS NOT A SURVEY

OWNER: CITY OF PALM COAST  
PARCEL# 06-12-31-5825-00000-0100  
ADDRESS: 49 CITY PLACE  
PALM COAST, FL 32164  
LOT 10, TOWN CENTER PHASE 2  
MB 35, PGS 63-68  
(CONTAINING 15.639± ACRES)



OWNER: PALM COAST HOLDING INC.  
PARCEL# 06-12-31-5825-00000-0110  
ADDRESS: 68 PARK STREET  
PALM COAST, FL 32164  
LOT 11, TOWN CENTER PHASE 2  
MB 35, PGS 63-68  
(NOT INCLUDED)  
(VACANT)

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SHEETS 1 THROUGH 6 OF 6.

Drawn by: BJB

Date: 08/04/17

Job No. F6432

Scale: 1"=30'

File: F6432\_SK&D\_4



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FP&L SOLAR LEASED AREA  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet

6

6 of 6

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## **SOLAR LEASE AGREEMENT**

THIS SOLAR LEASE AGREEMENT ("**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("**Effective Date**"), by and between City of Palm Coast ("**Lessor**") and Florida Power & Light Company, a Florida corporation ("**Lessee**"). Lessor and Lessee are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

### **WITNESSETH:**

**WHEREAS**, Lessor is the fee simple owner of that certain real property located in Flagler County, Florida, as more fully described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Property**");

**WHEREAS**, the Property includes [\_\_\_\_\_] square feet of *parking lot*, as more particularly depicted on the attached **Exhibit B** attached hereto and incorporated herein by this reference ("**Demised Premises**"); and

**WHEREAS**, Lessee desires to lease the Demised Premises from Lessor and Lessor desires to lease the Demised Premises to Lessee for the installation and maintenance of certain renewable energy generating equipment, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering and switch cabinets, power distribution boxes and racking systems (individually and collectively, the "**Equipment**") upon the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Demised Premises**. Lessor hereby demises and leases the Demised Premises to Lessee, and Lessee hereby leases the Demised Premises from Lessor, upon the terms, covenants and conditions set forth in this Agreement.

2. **Use**. The Demised Premises may be used by Lessee for the purposes of constructing, installing, operating, inspecting, maintaining, repairing, modifying, removing, testing and replacing the Equipment and any additional equipment required to generate, measure, and transmit solar power, together with the following rights:

(a) **Access**. The right of ingress and egress to and from the Demised Premises over the Property necessary to access the Demised Premises.

(b) **Signage**. The right, at Lessee's sole cost and expense, to install signage on and around the Equipment and on, over, under, through and across the Demised Premises at the point of access to the Equipment (to the extent allowed by applicable law) for any and/or all of the following purposes: (i) identifying Lessee's ownership of the Equipment and prominently

displaying Lessee's corporate name, trade name(s), trademark(s), and logo(s) on the Equipment and all structures supporting the Equipment; (ii) describing the Equipment and its purpose and operation to interested parties accessing the Demised Premises (i.e. telling the distributed solar generation story); (iii) instructing parties accessing the Demised Premises to use caution so as not to damage the Equipment; and (iv) provide all necessary safety and hazard warnings. The location, design and content of such signage shall be subject to the prior approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Such signage shall be removed by Lessee upon the final removal of the Equipment from the Demised Premises in accordance with the terms of this Agreement. Subject to Section 6(a) below, Lessor shall have the right, at Lessor's sole cost and expense to co-brand on Lessee's signage, provided that Lessor first obtains Lessee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) **Power Monitoring.** The right to incidental access and use of Lessor's electrical systems for purposes of powering Lessee's computer equipment used in monitoring the power generated from the Equipment at the Demised Premises. Additionally, if, and so long as, Lessor provides an internet access system for use by guests and other visitors to the Property, Lessor will permit Lessee to use, at no cost to Lessee, such internet access system in connection with Lessee's power monitoring system described in the preceding sentence, and Lessor shall provide Lessee with the necessary access codes and other necessary information to use such internet access system; provided, however, Lessor does not warrant the stability, security or continuous operation of any such internet access system.

(d) **Construction Laydown Area.** During the Construction Term (as defined in Section 3(a) below), a temporary construction and laydown lease on, over, under, through and across that portion of the Property described and depicted on the attached **Exhibit B-1**, which exhibit is incorporated herein by this reference ("**Construction Laydown Area**") for the placement and storage of materials and equipment incidental to Lessee's use granted herein. Within thirty (30) days after completion of construction of the Equipment, but in no event later than the end of the Construction Term, Lessee shall remove its materials and equipment stored on Construction Laydown Area and return the surface of the Construction Laydown Area to substantially the same condition as it existed prior to Lessee's use thereof.

### 3. **Term.**

(a) **Construction Term.** The initial construction term of this Agreement shall commence after unrestricted access (once all permits are approved) and continue for twelve (12) months ("**Initial Construction Term**"), unless Lessee is then actively engaged in constructing or installing the Equipment, in which case the Initial Construction Term requires to be extended, upon the same terms and conditions as set forth herein, with written approval from both parties, for an additional six (6) months ("**Extended Construction Term**"). The Extended Construction Term shall end eighteen (18) months after the first day of the Initial Construction Term unless before that date Lessee notifies Lessor that Lessee elects to terminate this Agreement or that the Commercial Operations Date has occurred. The Initial Construction Term and Extended Construction Term, if any, are hereafter collectively referred to as the "**Construction Term**". For purposes of this Agreement, "**Commercial Operations Date**" shall mean the date on which the Equipment becomes operational as determined by FPL. For the purposes of this section,

“**operational**” means the date on which Lessee has (i) received any and all approvals, licenses, and permits necessary to operate the Equipment, (ii) the Equipment is installed on the Demised Premises and is connected to the electric transformer, and (iii) the Equipment is generating solar power.

(b) **Operating Term.** The “**Operating Term**” of this Agreement shall commence on the day immediately following the last day of the Construction Term, and continue for a term ending on the fifteen (15<sup>th</sup>) anniversary of the Commercial Operations Date. The Operating Term and the Construction Term are collectively referred to herein as the “**Term**”.

4. **Installation and Location of Equipment.** From and after the Effective Date, Lessee, as well as any permitting, licensing, regulating or approving entity, agency or authority, any utility intending to purchase electricity generated by the Equipment, and the agents, employees, contractors, subcontractors, consultants and representatives of each (collectively, the “**Lessee Parties**”), have ingress, egress and access to the Demised Premises at all times during the Term, twenty-four (24) hours-a-day, seven (7) days-a-week, for and including to inspect, construct, install, maintain, repair, enlarge, modify, remove, replace, test and operate the Equipment. Lessee Parties will use commercially reasonable efforts to minimize any interference with Lessor’s use and operations on the Property. Lessor shall cooperate as necessary with Lessee (at no cost to Lessor) in Lessee’s efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Except as otherwise expressly set forth herein, Lessee shall have no right to access or utilize any other portion of Lessor’s Property other than the Demised Premises and the Construction Laydown Area. Lessee may locate and install the Equipment on the Demised Premises as is reasonably necessary in order to achieve optimal solar power generation. Installation of the Equipment shall be in compliance with all applicable laws and ordinances and shall not result in the imposition or creation of a lien against any portion of the Demised Premises.

Upon completion of the installation of the Equipment by Lessee, Lessee shall provide Lessor with an “as-built” survey of the Equipment installed on the Demised Premises which shall serve as a replacement **Exhibit B**.

5. **Rent.** Lessee shall pay a fee to Lessor annually, in advance, on or before July 15<sup>th</sup> of each year during the Term the amount set forth on the attached **Exhibit C**, which exhibit is incorporated herein by this reference (“**Rent**”). In the event the Term commences on a date other than July 15<sup>th</sup>, Lessee shall pay Lessor upon commencement of the Term an amount equal to the pro-rata portion of the applicable Rent for such partial annual period. Rent shall be payable to Lessor electronically per the attached **Exhibit D**, which exhibit is incorporated herein by this reference. In the event this Agreement expires or is terminated at a time other than on the last day of an annual period, then Rent shall be pro-rated as of the date of this Agreement’s expiration or earlier termination for any reason (other than an uncured and continuing default by Lessee) and all prepaid Rent that has not yet accrued shall be immediately refunded to Lessee.

6. **Interference.** During the Term, Lessor shall not directly or indirectly Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement “**Interfere**” and “**Interference**” shall mean interference with Lessee’s use, operation, access,

maintenance or repair of the Equipment on a sustained basis as a result of Lessor's direct or indirect actions, including without limitation the following:

(a) Placement of any equipment, sign, logo, structure, or improvements on, across, under or over any portion of the Equipment without the prior written consent of Lessee, which consent Lessee may approve or withhold such consent in its absolute and sole discretion;

(b) Placement of any equipment, sign, structure or improvement in a location that interferes with any portion of the Equipment's exposure to sunlight as determined by Lessee in its sole discretion;

(c) Interference in any way with any portion of the Equipment's ability to generate solar power as determined by Lessee in its sole discretion;

(d) Any portion of the Equipment to become subject to any lien, mortgage, deed of trust, security agreement, mechanics lien or other such encumbrance not caused by Lessee, unless the holder of such lien, mortgage, deed of trust, security agreement or other such encumbrance provides Lessee with a subordination and non-disturbance agreement or a non-disturbance agreement, in form and substance acceptable to Lessee, within thirty (30) days following Lessee's request for same;

(e) Any portion of the Demised Premises to be maintained, altered, modified, repaired, replaced or compromised in such a way that it can no longer support the Equipment or any portion of the Equipment or the use of any portion the Equipment is impaired, as determined by Lessee in its sole discretion;

(f) Disruption with Lessee's access to any portion of the Demised Premises;  
and/or

(g) Sale, transfer, assignment, lease or sublease any portion of the Demised Premises, other than subject to Lessor's obligations under this Agreement.

In the event of that Lessor Interferes or causes Interference, Lessee will provide Lessor with a written summary documenting such Interference ("**Interference Notice**"). In the event Lessor is in violation of any of the above-listed items in this section, and such violation continues for fifteen (15) days or more following Lessee's delivery of an Interference Notice, then in addition to the rights granted Lessee under Section 18 below, Lessee may elect to terminate this Agreement immediately upon delivering written notice to Lessor.

## **7. Mechanics' Liens.**

(a) **Lessee's Actions.** Installation of the Equipment shall not result in the imposition or creation of a lien against any portion of the Property. If any mechanic's, contractor's or material supplier's lien is asserted against all or any part of the Property in connection with Lessee's installation, construction or operation of the Equipment or any related activities, Lessee shall indemnify Lessor against any loss, claim, damage or expense (exclusive of attorneys' fees), that Lessor may incur in connection with such assertion of such lien, or related action or

proceeding, including paying any judgment that may be entered against Lessor in connection with such assertion of such lien, action or proceeding, and, if any notice or statement of lien is filed or recorded in any public office in connection with Lessee's installation, construction or operation of the Equipment or any related activities, Lessee shall cause such notice or statement of lien to be released or bonded off, within thirty (30) days from the date Lessor gives written notice of such lien. Lessee's obligations under this section shall survive the expiration or earlier termination of this Agreement.

(b) **Lessor's Actions.** If any mechanic's, contractor's or material supplier's lien is asserted against all or any part of the Demised Premises or Property by anyone having provided labor, services, material or equipment at the request of Lessor, and if Lessee is made a party to any action or proceeding to foreclose any such asserted lien, Lessor shall indemnify Lessee and hold it harmless against any loss, claim, damage or expense (exclusive of attorneys' fees), that Lessee may incur in connection with such action or proceeding, including paying any judgment that may be entered against Lessee in connection with such action or proceeding.

8. **Maintenance; Repair; Replacement; Reinstallation.**

(a) During the Term, Lessee shall, at Lessee's sole cost and expense, operate and maintain the Equipment in good working order and in a safe, clean manner.

(b) In the event the Equipment or any portion thereof is damaged or destroyed at any time during the Term, Lessee shall have the right, but not the obligation, to repair, replace or reinstall the Equipment or any portion thereof within the Demised Premises. In the event the Equipment or any portion thereof is damaged or destroyed, such damaged or destroyed Equipment or portion thereof, shall be removed from the Demised Premises by Lessee within one hundred and twenty (120) days, unless Lessee commits in writing to repair, replace or reinstall same within a timeframe acceptable to the Lessor.

(c) Lessor shall conduct, or cause to be conducted, all routine and necessary maintenance of the Demised Premises and shall ensure that the Demised Premises shall remain able to support the Equipment for the duration of the Term. If Lessor has to replace or engage in widespread repair of the paving or other improvements located on or near the Demised Premises during the Term, then Lessor shall provide Lessee with at least ninety (90) days prior written notice and Lessee will coordinate protection of the Equipment with Lessor as appropriate in order to accommodate Lessor's construction schedule.

(d) If the Demised Premises are substantially destroyed by fire or other casualty, Lessee may by written notice, given not later than thirty (30) days after the date of such destruction, terminate this Agreement, in which event Rent paid for the period beyond the date of destruction shall be refunded to Lessee. If the Demised Premises are not substantially destroyed but Lessee cannot reasonably operate the Equipment during repairs, Rent shall abate until such time as Lessee may recommence operating the Equipment.

(e) Lessee shall have the right, at Lessee's sole cost and expense, to repair, replace or reinstall any affected Equipment on the Demised Premises following complete or partial

destruction of Lessor's improvements to the Demised Premises and/or Lessee's Equipment thereon. Following complete destruction of Lessor's improvements to the Demised Premises, Lessor may provide Lessee with a mutually acceptable alternative location on or off the Property approved by Lessee on which Lessee may install the Equipment. If, however, Lessor is unable to provide an alternative location for the Equipment that meets such standard, and Lessee does not approve such alternate site, Lessee shall have the right, upon written notice to Lessor, to terminate this Agreement, and receive an immediate return from Lessor of its prorated portion of Rent paid. If such new location is acceptable to Lessee, **Exhibit B** (and, if necessary, other exhibits) to this Agreement will be amended to reflect the new location of the Demised Premises.

(f) Lessee shall have the right, in its sole discretion, to remove all or a portion of the Equipment at any time during the Term, and such removal shall not constitute a default or be deemed a termination under this Agreement. Following the removal of any Equipment the Rent shall be proportionally adjusted.

9. **Taxes.** If applicable, Lessor shall submit a copy of the annual statement for real property taxes for the Property to Lessee within ten (10) business days after the date that Lessor receives such statement from the taxing authority. Lessor shall pay when due all real property taxes for the Property. In the event that Lessor fails to pay any such real property taxes or other fees and assessments, Lessee shall have the right, but not the obligation, to pay such owed amounts and recover the amount so paid from Lessor, including by offsetting such amount from any Rent due to Lessor or otherwise. Notwithstanding the foregoing, Lessee shall pay any personal property tax which is attributable to the Equipment or the Equipment's installation or placement on or within the Demised Premises. Lessor hereby grants to Lessee the right to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee, any personal property or other tax assessments that may affect the Demised Premises as a result of the Equipment. If Lessor receives notice of any personal property or other property tax assessment against the Lessor which may affect Lessee or the Equipment and is attributable, in whole or in part, to the Equipment, Lessor shall provide timely notice of such assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment if a right to challenge the assessment is then available under applicable law. Further, Lessor will provide to Lessee any and all documentation in the possession of Lessor that is associated with such assessment and will execute any and all documents reasonably necessary to effectuate the intent of this section, provided that Lessor shall not be required to incur any expense or any risk of material liability.

10. **Insurance.** Lessee will maintain at all times during the Term, the insurance designated in this section in accordance with the terms and conditions required by this section. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII".

(a) Commercial General Liability Insurance with limits of Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury and property damage.

(b) Business Automobile Liability Insurance with limits of Two Million Dollars (\$2,000,000) for bodily injury and property damage.

- (c) Workers' Compensation Insurance in compliance with Florida Statutes.

Lessee has the right to meet the insurance designated in this section through any combination of self-insurance, primary or excess coverage. Should Lessee self-insure, then prior to accessing the Demised Premises, Lessee will provide Lessor with a letter of such self-insurance which will include a reference to publicly available financial statements and annual reports.

Lessor and Lessee, for themselves and their respective insurers, waive any right to assert any claim against the other Party, to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of their respective insurers.

11. **Limitation on Liability.** In no event shall Lessor or Lessee be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, nor shall any parent, subsidiary, affiliate or employee of Lessor or Lessee have any liability under this Agreement. This paragraph shall not be construed or interpreted as a waiver of the Lessor's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

12. **Equipment to Remain Personal Property of Lessee.** The Equipment is and will remain the property of Lessee, its successors or assigns, regardless of its use or manner of attachment to the Demised Premises. Lessor agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Demised Premises. Except as expressly set forth in this Agreement, Lessor will have no right, title, or interest in the Equipment, and no right to purchase or otherwise acquire title to or ownership of the Equipment, and Lessor hereby expressly disclaims any right, title or interest in or to the Equipment, whether arising by lien, by operation of law, or otherwise.

13. **Subordination.** Lessor warrants that the Property is not, as of the Effective Date, subject to any mortgage or other monetary lien, other than liens for taxes and assessments imposed by law. If Lessor hereafter determines to mortgage all or any part of the Property and the proposed mortgage document does not acknowledge the priority of this Agreement, then prior to execution of such mortgage Lessor will secure a subordination and non-disturbance agreement or non-disturbance agreement in commercially reasonable form from the mortgagee, which provides that such mortgagee or lienholder will not disturb Lessee's possession or rights under this Agreement, or terminate this Agreement so long as Lessor is not entitled to terminate this Agreement or Lessee's interest in the Demised Premises.

14. **Quiet Enjoyment.** Lessor represents and warrants to and covenants with Lessee that: (a) Lessor has full right, power and authority to execute this Agreement; (b) to the best of Lessor's knowledge, Lessor has good and unencumbered title to the Demised Premises free and clear of any liens, mortgages or other encumbrances (c) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor; (d) there are no agreements with any third parties that may adversely affect the Equipment or the Equipment's exposure to sunlight, (e) during the Term, Lessor will not enter into any agreements with any third parties that may adversely affect the Equipment or the Equipment's exposure to sunlight, and (f) all times during the Term, Lessee's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed.

15. **Default by Lessee.** The happening of any one or more of the following events, upon the expiration of any applicable notice and cure period, shall be events of default under this Agreement:

(a) The failure of Lessee to pay any installment of Rent or other charge or money obligation herein required to be paid by Lessee within fifteen (15) calendar days after written notice of such default from Lessor to Lessee; or

(b) The failure of Lessee to fully perform any other of its covenants under this Agreement within sixty (60) calendar days after Lessee receives written notice of such default from Lessor; provided, however, if such non-monetary default cannot reasonably be cured within such sixty (60) day time period, Lessee shall not be deemed in default hereunder if Lessee has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

16. **Lessor's Remedies.** Lessor's exclusive remedies for events of default by Lessee shall be limited to the following:

(a) Upon an event of default for non-payment of Rent as set forth in Section 15(a) above, and after the expiration of the applicable notice and cure period, Lessor may recover from Lessee the amount in default, with interest on the unpaid amount at the annual rate of six percent (6%).

(b) Upon an event of default as set forth in Section 15(b) above, and after the expiration of the applicable notice and cure period, Lessor may perform, or cause to be performed, on behalf and at the expense of Lessee, any or all of the undertakings or obligations as to which Lessee remains in default, in which event Lessee will reimburse Lessor for such actual reasonable costs and expenses, within forty-five (45) days following Lessee's receipt of Lessor's invoice and supporting documentation. Notwithstanding the preceding sentence, Lessor may not perform any obligation of Lessee under Section 8(a) or take any other action that relocates or physically alters any of the Equipment that at the time is in operable condition.

(c) Lessor may exercise any other remedy available at law or in equity.

17. **Default by Lessor.** The failure of Lessor to fully perform any term, provision, or covenant of this Agreement within sixty (60) calendar days following written notice of such default from Lessee; provided, however, that if such default cannot reasonably be cured within such sixty (60) day time period, Lessor shall not be deemed in default hereunder if Lessor has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

18. **Lessee's Remedies.** Upon an event of default by Lessor as set forth in Section 17 above, and after the expiration of the applicable notice and cure period, in addition to and not by way of limitation of the exercise by Lessee of any and all rights and remedies Lessee may have at law or in equity, Lessee may: (a) cure the default and be reimbursed by Lessor within thirty (30) days following Lessor's receipt of Lessee's invoice and supporting documentation of costs and

expenses associated with curing the default; (b) terminate this Agreement; and/or (c) exercise any remedy Lessee may have at law or in equity. In the event that Lessor fails to timely make such reimbursement payments to Lessee as set forth in subsection (b) above, Lessee may deduct such amounts owed by Lessor to Lessee from Rent due. .

Notwithstanding the foregoing, in the event that Lessor Interferes or causes Interference with the Equipment of this Agreement, and such Interference is not cured within the fifteen (15) day time period set forth in Section 6 above, in addition to the remedies set forth in this Section 18, Lessor shall also be required to reimburse Lessee any and all costs incurred or expended by Lessee in connection with the removal of the Equipment from the Demised Premises, together with any and all costs incurred or expended by Lessee in connection with either, at Lessee's sole option, (i) the disposal of the Equipment, or (ii) the relocation of the Equipment to another part of the Demised Premises, Property or other real property, as applicable, whether or not such replacement real property is owned by Lessor.

19. **Removal.** Upon the expiration or earlier termination of the Term by Lessee through no fault of Lessor for defaulting under the terms of this Agreement, Lessee shall continue to have the right of reasonable access to the Demised Premises in order to remove the Equipment, and repair and restore the affected portions of the Demised Premises to substantially the same condition as practical as existed immediately prior to Lessee's installation of the Equipment, at Lessee's sole cost and expense; provided, however, in the event that Lessor causes Lessee to terminate this Agreement (including Sections 6 and 18 above) prior the expiration of the Term, removal and disposal or relocation costs of the Equipment, and repair and restoration of the Demised Premises, shall be at Lessor's sole cost and expense.

20. **Tax Credits, Financial Incentives, Sale of Energy.** Installation and operation of the Equipment on the Demised Premises may result in the availability of federal and/or state tax credits, and other financial incentives (collectively hereinafter "**Incentives**"). Lessee is and shall be the sole recipient and beneficiary of any and all such Incentives, which shall be distributed, disbursed and/or assigned in Lessee's sole discretion. Lessor shall have no right to any Incentives, except as otherwise agreed to in writing by Lessee. Furthermore, any and all solar power electricity produced by or relating to the Equipment ("**Energy**"), and the right to utilize and/or sell the same, shall be the sole property and right of Lessee. Lessor shall have the right to purchase the Energy from Lessee for the exclusive use of Lessor at the Demised Premises; provided however, Lessor shall have no right sell the Energy or allow the Energy to be used by any other party or any other property other than Lessor at the Demised Premises.

21. **Assignment; Leasehold Financing.**

(a) Except as permitted by Section 21(b) below, Lessee shall not assign this Agreement or any interest herein without the prior written consent of Lessor. Lessor shall not assign its interest in this Agreement to anyone other than a purchaser or Lessee of the Demised Premises without the prior written consent of Lessee. Neither Party will unreasonably withhold, condition or delay its consent to an assignment by the other Party. The terms and conditions of this Agreement will bind and benefit the respective successors and permitted assigns of the Parties. Following any permitted assignment or transfer by operation of law, the terms "Lessor"

and “Lessee” shall be deemed to refer to the relevant transferee or successor, unless the context clearly indicates that the term refers only to the original Party so identified.

(b) Lessor acknowledges that Lessee’s interests under this Agreement and in the Equipment are and will be encumbered by Lessee’s existing mortgage. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Agreement and the Equipment, and may assign this Agreement and the Equipment to any of Lessee’s future mortgagees or holders of security interests, including their successors or assigns (Lessee’s existing mortgagee and any future Lessee mortgagees or security interest holders are collectively referred to herein as the “**Mortgagees**”), and such Mortgagees shall have the right, but not the obligation, to assume Lessee’s rights and obligations under this Agreement. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee’s Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that the cure period for any Mortgagees shall not be less than thirty (30) calendar days after receipt of the default notice, as provided in Section 15 above. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by the Mortgagee to Lessee, which is:

Deutsche Bank  
60 Wall Street  
16<sup>th</sup> Floor  
New York, NY 10005

Failure by Lessee to give Mortgagees such notice shall not diminish Lessor’s rights against Lessee, but shall preserve all rights of Mortgagees to cure any default as provided in Section 15 above.

22. **Condemnation.** In the event of condemnation of some or all of the Demised Premises, Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking, as their respective interests appear. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation for purposes of this Agreement.

23. **Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3<sup>rd</sup>) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164  
Attn: City Manager

With copy to: Garganese, Weiss & D’Agresta  
111 N. Orange Avenue, Suite 2000

P.O. Box 2873  
Orlando, Florida 32802-2873  
Attn: William E. Reischmann, Jr.

To Lessee: Florida Power & Light Company  
700 Universe Boulevard, CEA/JB  
Juno Beach, Florida 33408  
Attn: Vice President of Corporate Real Estate

With copy to: Florida Power & Light Company  
700 Universe Boulevard, LAW/JB  
Juno Beach, Florida 33408  
Attn: General Counsel

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party.

24. **Memorandum of Lease.** It is specifically understood and agreed by both Parties hereto that a Memorandum of Lease (“**Memorandum**”) in substantially the form of the attached **Exhibit E** will be executed by the Parties and recorded in the Public Records of the county in which the Demised Premises is located, indexed in the land records of that office in the names of both Parties hereto and will be a matter of public record. Upon completion of the installation of the Equipment by Lessee, Lessee shall provide Lessor with an “as-built” survey of the Equipment installed on the Demised Premises which shall serve as a replacement to the exhibit attached to the Memorandum, and Lessor hereby authorizes Lessee to execute and record an amendment to the Memorandum without the Lessor’s signature effectuating such change.

25. **Miscellaneous.**

(a) **Entire Agreement; Modification; Waiver.** All of the representations and obligations of the Parties are contained herein and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing, signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that Party. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of this Agreement. No waiver shall be implied by delay or any other act or omission of either Party.

(b) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(c) **Attorneys Fees.** In the event of any litigation arising between the parties under this Agreement, each party shall bear its own attorneys' fees and paralegals' fees and court costs at all trial and appellate levels. This paragraph shall survive expiration or termination of this Agreement coextensively with other surviving provisions of this Agreement.

(d) **Severability.** Should any provision of this Agreement be held, in a final and un-appealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling.

(e) **Headings and Gender.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

(f) **Authority.** Each Party represents to the other that it has complete authority to enter into this transaction.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, upon execution of a substantively identical counterpart by each Party, shall be deemed an original, but all of which together shall constitute a single instrument. A facsimile or similar electronic transmission of a counterpart signed by a Party hereto shall be regarded as an original signed by such Party for all purposes.

(h) **Binding Effect.** This Agreement shall bind and benefit the Parties and their respective successors and assigns.

(i) **Publicity; Tours.** The Parties acknowledge that each of them has a legitimate business interest in receiving public recognition of their participation in the transaction contemplated by this Agreement. In order to coordinate the timing, tone and content of any publicity, however, each Party agrees that neither of them shall issue any press release regarding the existence or the terms of this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed, provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. No filing that Lessee is required by applicable law to make with any regulatory authority shall, by itself, be deemed to violate the preceding sentence. Lessee shall have the right to give site tours of the Equipment on the Demised Premises for visitors and other interested parties.

(j) **Construction.** This Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Lessor and Lessee have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the

normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

(k) **Headings.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

(l) **Force Majeure.** Lessor and Lessee (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

(m) **Exhibits.** All of the schedules and exhibits attached to this Agreement (or attached from time to time after the Effective Date) are incorporated in, and made a part of, this Agreement.

(n) **Successors and Assigns.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

(o) **Amendments.** This Agreement may not be changed, altered or modified except by an instrument in writing duly signed by both Parties.

(p) **Calculation of Time Periods.** The Effective Date of this Agreement shall be when it has been signed by the last party to sign same and when it has thereupon been mutually delivered. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State in which the Property is located, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.

[Remainder of page intentionally blank; Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Witness:

**LESSOR:**

City of Palm Coast

\_\_\_\_\_  
Print Name:\_\_\_\_\_

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

Print Name: Jim Landon

Title: City Manager

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Witness:

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

**LESSEE:**

Florida Power & Light Company,  
a Florida corporation

\_\_\_\_\_  
Timothy Oliver,  
Vice President of Corporate Real Estate

**EXHIBIT A**

**Description of the Property**

**[INSERT LEGAL DESCRIPTION OF THE ENTIRE PROPERTY OWNED BY LESSOR]**

**EXHIBIT B**

**Depiction of Demised Premises**

**[INSERT SKETCH OF THE PORTION OF PROPERTY LESSEE IS LEASING  
HEREUNDER]**

**EXHIBIT B-1**

**Depiction of Construction Laydown Area**

**[INSERT LEGAL DESCRIPTION AND SKETCH OF THE PORTION OF PROPERTY  
LESSEE IS USING AS A CONSTRUCTION LAYDOWN AREA]**

## **EXHIBIT C**

### **Rent**

#### **RENT FORMULA**

Rent shall be calculated based on the actual capacity of kilowatts of solar power installed by Lessee under this Agreement (“**Capacity**”) multiplied by Eighteen and No/100 Dollars (\$18.00) per kilowatt; the resulting Capacity will be utilized for calculating the annual Rent for each year during the Term (or the pro-rated portion thereof in accordance with Section 5 of this Agreement).

## **EXHIBIT D**

### **Wire Transfer Form and Direct Deposit Form**

#### **Financial Electronic Data Interchange Agreement**



#### **FINANCIAL ELECTRONIC DATA INTERCHANGE AGREEMENT [“FEDI Agreement”]**

##### ***SECTION A: INFORMATION FOR COMPANIES DOING BUSINESS WITH FPL***

- This FEDI Agreement is for purposes of facilitating electronic payments to your Company’s account at a specified Financial Institution (“Bank”) in lieu of payment by check transmitted by U.S. Mail to Company’s address.
- Company must fill in Section B **COMPLETELY**. The signature by your representative authorizes FPL to satisfy payment obligations by initiating funds transfers resulting in a deposit into your specified Bank and account.
- Company is solely responsible for the accuracy and completeness of all information provided in Section B, below, and FPL is authorized and directed to rely on such information. FPL is under no duty to detect any inaccurate, inconsistent or incomplete information provided to FPL by Company in connection with any service or materials provided to FPL. If necessary to give effect to instructions for any service or materials provided to it, FPL may change the information provided to it, including names and account numbers.
- Remittance information will be sent to the Company's Bank in CTX format via an FEDI transaction set 820. How the remittance information is communicated to the Company, as well as any costs associated with this communication, is between the Company and its Bank.
- Payments will be processed by our respective Financial Institutions in accordance with the rules of the National Automated Clearing House Association (NACHA).
- Payments will be made in accordance with the payment terms of applicable contracts.
- Any subsequent changes to the Bank Identification Number (ABA) or Company’s Account Number listed below will require fifteen (15) days’ advance notice and transmittal of a revised FEDI Agreement to your business contact at FPL and/or transmittal by mail to:
  - NextEra Energy
  - Attention: Accounting - Vendor Maintenance
  - P. O. Box 88888
  - North Palm Beach, FL 33408 -or- email to: AP-vendor-maintenance-nextera-energy@nexteraenergy.com

| <b>SECTION B: COMPANY INFORMATION &amp; AUTHORIZATION</b>                          |  |  |             |  |        |  |       |        |  |
|--|--|--|-------------|--|--------|--|-------|--------|--|
| Company Name:  |  |  |             |  |        |  |       |        |  |
| Company Address:   |  |  |             |  |        |  |       |        |  |
|  |  |  |             |  |        |  |       |        |  |
|  |  |  |             |  |        |  |       |        |  |
| Federal Tax ID Number:   |  |  |             |  |        |  |       |        |  |
| <b>Company Accounting Contact Person</b>   |  |  |             |  |        |  |       |        |  |
| Name:  |  |  |             |  | Title: |  |       |        |  |
| Phone #:   |  |  | Fax #:      |  |        | Email:   |       |        |  |
| <b>Bank Information (Contact Financial Institution to obtain this information)</b> |  |  |             |  |        |  |       |        |  |
| Bank Name:   |  |  |             |  |        | Branch:  |       |        |  |
| City:  |  |  |             |  |        |  |       | State: |  |
|  |  |  |             |  |        |  |       |        |  |
| [ABA...Must be 9 digits]   |  |  |             |  |        |  |       |        |  |
| Company's Account Number:  |  |  |             |  |        | Checking: <input type="checkbox"/> Savings: <input type="checkbox"/> |       |        |  |
| Bank Contact Person:   |  |  |             |  |        | Phone:   |       |        |  |
| <b>Company Authorization Signature</b>   |  |  |             |  |        |  |       |        |  |
| Authorized By:   |  |  |             |  |        | Date:  |       |        |  |
| Print Name:  |  |  |             |  | Title: |  |       |        |  |
| <b>SECTION C: FOR FPL INTERNAL USE ONLY</b>  |  |  |             |  |        |  |       |        |  |
| Vendor #:  |  |  | Entered By: |  |        |  | Date: |        |  |

## **EXHIBIT E**

### **Form Memorandum of Lease**

This Instrument has been prepared by or under  
the supervision of (and after recording return to):

Seth S. Sheitelman, Esq.  
Florida Power & Light Company (LAW/JB)  
700 Universe Boulevard  
Juno Beach, Florida 33408

### **MEMORANDUM OF SOLAR LEASE AGREEMENT**

This Memorandum of Solar Lease Agreement (“**Memorandum**”) is executed and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between City of Palm Coast (“**Lessor**”) and Florida Power & Light Company, a Florida corporation (“**Lessee**”).

### **RECITALS**

WHEREAS, on event date herewith, Lessor and Lessee entered into a written Solar Lease and Easement Agreement (“**Agreement**”) related to certain property situated in Flagler County, Florida more particularly described in Exhibit B attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Lessor and Lessee desire to provide record notice of the Agreement pursuant to this Memorandum.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby give record notice of the following:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Lease.** In accordance with the terms and conditions of the Agreement, Lessor has leased that certain portion of the Property to Lessee more particularly described in Exhibit B attached hereto and made a part hereof (“**Demised Premises**”) for the purpose of constructing, installing, operating, inspecting, maintaining, repairing, testing, enlarging, modifying, removing, and replacing the solar Equipment (as defined in the Lease), together with a temporary construction laydown area adjacent to the Demised Premises for the placement and storage of materials and equipment as more particularly shown on the attached Exhibit B-1.

3. **Term.** The Agreement is comprised of a Construction Term and an Operating Term. The “Construction Term” shall commence after unrestricted access (once all permits are

Exhibit \_\_\_\_

approved) and continue for twelve (12) months unless further extended for an additional six (6) months. The “**Operating Term**” of this Agreement commences on the day immediately following the last day of the Construction Term, and continues for a term ending on the fifteen (15<sup>th</sup>) anniversary of the Commercial Operations Date. The Operating Term and the Construction Term are collectively referred to herein as the “**Term**”.

4. **Notice.** This Memorandum is being executed by the parties solely to give public notice of the interest of Lessee in the Demised Premises and is not intended to modify, amend or alter in any respect whatsoever, the terms, covenants and agreements contained in the Agreement.

5. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument.

[Signatures and Acknowledgements Appear on Following Pages]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum on the date hereinabove written.

Executed in the presence of:

**Lessor:**

City of Palm Coast

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jim Landon  
Title: City Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  )  
COUNTY OF FLAGLER    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, personally known to me to be the person who subscribed to the foregoing instrument or who has produced \_\_\_\_\_, as identification, and acknowledged that he/she executed the same on behalf of said \_\_\_\_\_ and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Executed in the presence of:

**Lessee:**

Florida Power & Light Company,  
a Florida corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Timothy Oliver  
Title: Vice President of Corporate Real Estate

\_\_\_\_\_  
Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )  
  )  
COUNTY OF PALM BEACH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared Timothy Oliver, as Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced \_\_\_\_\_, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

## Sketch and Description:

PALM COAST CITY HALL  
THIS IS NOT A SURVEY

## Legal Description:

A PORTION OF LAND LYING IN LOT 10, TOWN CENTER PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 35, PAGES 63 THROUGH 68, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN SECTION 6, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 11 AND THE EASTERLY RIGHT-OF-WAY LINE OF PARK STREET ACCORDING TO THE PLAT THEREOF, TOWN CENTER PHASE 2, AS RECORDED IN MAP BOOK 35, PAGES 63 THROUGH 68, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE RUN SOUTH 89°02'17" EAST ALONG SAID NORTH LINE, A DISTANCE OF 106.03 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 03°26'55" WEST, A DISTANCE OF 149.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°26'55" WEST, A DISTANCE OF 24.00 FEET; THENCE RUN NORTH 86°33'05" EAST, A DISTANCE OF 87.07 FEET; THENCE RUN SOUTH 03°26'55" EAST, A DISTANCE OF 18.96 FEET; THENCE RUN NORTH 86°31'33" EAST, A DISTANCE OF 57.91 FEET; THENCE RUN NORTH 03°26'53" WEST, A DISTANCE OF 68.08 FEET; THENCE RUN NORTH 86°33'07" EAST, A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 03°26'53" EAST, A DISTANCE OF 73.08 FEET; THENCE RUN SOUTH 86°31'33" WEST, A DISTANCE OF 149.98 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 2,743 SQUARE FEET OR 0.06 ACRE MORE OR LESS.

## Abbreviation & Symbol Legend:

|        |                                  |         |  |       |                              |     |                                |       |                     |
|--------|----------------------------------|---------|--|-------|------------------------------|-----|--------------------------------|-------|---------------------|
| (A)    | - ACTUAL                         | CB WALL | - CONC BLOCK WALL                      | GOV'T | - GOVERNMENT                 | PC  | - POINT OF CURVATURE           | R31E  | - RANGE 31 EAST     |
| A/C    | - AIR CONDITION PAD              | Δ       | - DELTA                                | (HC)  | - HANDICAP                   | PCC | - POINT OF COMPOUND CURVATURE  | R     | - RADIUS            |
| APPROX | - APPROXIMATE                    | (D)     | - DEED                                 | IP    | - IRON PIPE                  |     |                                | RAD   | - RADIAL            |
| AVG    | - AVERAGE                        | (DE)    | - DEED EXCEPTION                       | IR    | - IRON ROD                   | PCP | - PERMANENT CONTROL POINT      | REC   | - RECOVERED         |
| (BB)   | - BEARING BASIS                  | DEPT    | - DEPARTMENT                           | IR&C  | - IRON REBAR & CAP           | PG  | - PAGE                         | REV   | - REVISION          |
| BLDG   | - BUILDING                       | D/U     | - DRAINAGE AND UTILITY                 | L     | - ARC LENGTH                 | PGS | - PAGES                        | RP    | - RADIUS POINT      |
| BM     | - BENCH MARK                     |         |  | LB#   | - LICENSED BUSINESS NUMBER   | PI  | - POINT OF INTERSECTION        | R/W   | - RIGHT-OF-WAY      |
| (C)    | - CALCULATED                     | ELEV    | - ELEVATION                            | (M)   | - MEASURED                   | POB | - POINT OF BEGINNING           | SEC 6 | - SECTION 6         |
| C      | - CHORD                          | EOP     | - EDGE OF PAVEMENT                     | N & D | - NAIL AND DISK              | PCC | - POINT OF COMMENCEMENT        | SQ    | - SQUARE            |
| CB     | - CHORD BEARING                  | ESMT    | - EASEMENT                             | NR    | - NON-RADIAL                 | POL | - POINT ON LINE                | SQ FT | - SQUARE FEET       |
| CCR #  | - CERTIFIED CORNER RECORD NUMBER | FDOT    | - FLORIDA DEPARTMENT OF TRANSPORTATION | NSI   | - NO SURVEYOR IDENTIFICATION | PRC | - POINT OF REVERSE CURVATURE   | STY   | - STORY             |
| C/L    | - CENTERLINE                     | FF      | - FINISH FLOOR                         | NT    | - NON-TANGENT                | PRM | - PERMANENT REFERENCE MONUMENT | TB    | - TANGENT BEARING   |
| CM     | - CONCRETE MONUMENT              | FND     | - FOUND                                | ORB   | - OFFICIAL RECORDS           |     |                                | T12S  | - TOWNSHIP 12 SOUTH |
| CONC   | - CONCRETE                       | FP&L    | - FLORIDA POWER AND LIGHT              | (P)   | - PLAT                       | PT  | - POINT OF TANGENCY            | (TYP) | - TYPICAL           |
| COR    | - CORNER                         | (G)     | - GRID (STATE PLANE)                   | PB    | - PLAT BOOK                  | FEC | - FLORIDA EAST COAST RAILWAY   | UE    | - UTILITY EASEMENT  |
| (INFO) | - INFO SIGN                      | wv      | - WATER VALVE                          | FS    | - FLORIDA STATUTE            |     |                                | W/    | - WITH              |
|        |                                  | ⊗       |  | MB    | - MAP BOOK                   | ☼   | - LIGHT POLE                   |       |                     |

## Surveyor's Notes:

- "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED 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 RELATIVE TO THE NORTH LINE OF LOT 11, TOWN CENTER PHASE 2, AS RECORDED IN MAP BOOK 35, PAGES 63 THROUGH 68 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS BEING S89°02'17"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:

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 August 02, 2017. 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: \_\_\_\_\_

Jeffrey W. Patterson  
Professional Surveyor and Mapper  
Florida Registration No. 6384

TITLE BLOCK ABBREVIATIONS  
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SHEETS 1 THROUGH 5 OF 5.

Drawn by: BJB

Date: 08/02/17

Job No. F6432

Scale: N/A

File: F6432\_SK&D\_3



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FP&L SOLAR LEASED AREA  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet

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1 of 5

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## **Sketch and Description:**

PALM COAST CITY HALL  
THIS IS NOT A SURVEY

## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE CERTIFICATE NO. 40459, DATED MAY 25, 2017 AT 6:00 A.M.

1. RESERVATIONS IN FAVOR OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, AS CONTAINED IN DEED NO. 123, TO L.E. WADSWORTH, DATED JULY 17, 1948, RECORDED AUGUST 6, 1948, IN DEED BOOK 30, PAGE 346, AS AFFECTED BY RELEASE OF RIGHT OF ENTRY AND EXPLORATION FOR PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATION, DATED MAY 31, 2001, RECORDED JUNE 13, 2001, IN OFFICIAL RECORDS BOOK 750, PAGE 115, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
2. TOWN CENTER AT PALM COAST DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER EFFECTIVE JULY 11, 2003, BY AND BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND THE CITY OF PALM COAST, RECORDED JULY 23, 2003, IN OFFICIAL RECORDS BOOK 959, PAGE 1509, AS AFFECTED BY ASSIGNMENT OF DEVELOPMENT RIGHTS AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR LAND LOCATED IN TOWN CENTER AT PALM COAST, FLORIDA FOR CITY HALL SITE, BY FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, DATED DECEMBER 11, 2007, RECORDED DECEMBER 27, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 90, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
3. DECLARATION OF RESTRICTION MADE BY FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, DATED OCTOBER 8, 2003, RECORDED DECEMBER 2, 2003, IN OFFICIAL RECORDS BOOK 1014, PAGE 1951, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
4. CITY OF PALM COAST, FLORIDA ORDINANCE NO. 2003-32 PUD 03-06, ADOPTED DECEMBER 16, 2003, RECORDED DECEMBER 30, 2003, IN OFFICIAL RECORDS BOOK 1025, PAGE 1405, AS MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT APPROVED- 07/24/2016, RECORDED AUGUST 7, 2006, IN OFFICIAL RECORDS BOOK 1468, PAGE 553, AS AMENDED BY ORDINANCE NO. 2006-17, ADOPTED OCTOBER 3, 2006, RECORDED OCTOBER 11, 2006, IN OFFICIAL RECORDS BOOK 1494, PAGE 998, AS MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT DATED MAY 23, 2007, RECORDED JUNE 1, 2007, IN OFFICIAL RECORDS BOOK 1579, PAGE 1358, AS AFFECTED BY ASSIGNMENT OF DEVELOPMENT RIGHTS AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR LAND LOCATED IN TOWN CENTER AT PALM COAST, FLORIDA FOR CITY HALL SITE, BY FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, DATED DECEMBER 11, 2007, RECORDED DECEMBER 27, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 90, AS MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT DATED DECEMBER 21, 2007, RECORDED JANUARY 8, 2008, IN OFFICIAL RECORDS BOOK 1637, PAGE 580, AND AS FURTHER MODIFIED BY MINOR MODIFICATION TO THE TOWN CENTER AT PALM COAST PLANNED UNIT DEVELOPMENT AGREEMENT DATED JUNE 13, 2008, RECORDED JUNE 17, 2008, IN OFFICIAL RECORDS BOOK 1667, PAGE 238, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
5. NOTICE OF ESTABLISHMENT OF THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT DATED DECEMBER 19, 2003, RECORDED FEBRUARY 9, 2004, IN OFFICIAL RECORDS BOOK 1039, PAGE 1957, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
6. CITY OF PALM COAST DEVELOPER AGREEMENT DATED JANUARY 27, 2004, RECORDED MAY 27, 2004, IN OFFICIAL RECORDS BOOK 1091, PAGE 1949, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
7. CONSERVATION EASEMENT GRANTED BY FLORIDA LANDMARK COMMUNITIES, INC., TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, DATED MARCH 7, 2005, RECORDED MARCH 10, 2005, IN OFFICIAL RECORDS BOOK 1212, PAGE 1812, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)

| TITLE BLOCK ABBREVIATIONS             |                          |                 |  |
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| Landscape. = LANDSCAPE                | N/A = NOT APPLICABLE     | Lic. = LICENSED |  |
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Scale: N/A

File: F6432\_SK&D\_3



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**CPH, Inc.**

Licenses:  
Eng. C.O.A. No. 3215  
Survey L.B. No. 7143  
Arch. Lic. No. AA2600926  
Landscape Lic. No. LC0000298

**FP&L SOLAR LEASED AREA**  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

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## Sketch and Description:

PALM COAST CITY HALL  
THIS IS NOT A SURVEY

## OWNERSHIP & ENCUMBRANCE SEARCH

CHICAGO TITLE INSURANCE CERTIFICATE NO. 40459, DATED MAY 25, 2017 AT 6:00 A.M.

8. BLANKET DRAINAGE EASEMENT AGREEMENT BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND MARDEM, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, AND THE CITY OF PALM COAST, DATED APRIL 22, 2005, RECORDED JUNE 6, 2005, IN OFFICIAL RECORDS BOOK 1259, PAGE 1391, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
9. NOTICE OF APPOINTMENT OF ARCHITECTURAL REVIEW COMMITTEES AND VERIFICATION OF PRIOR ACTIONS ISSUED BY PALM COAST HOLDINGS, INC., DATED MARCH 30, 2000, RECORDED JULY 12, 2005, IN OFFICIAL RECORDS BOOK 1281, PAGE 1449, AND SECOND NOTICE OF APPOINTMENT OF ARCHITECTURAL REVIEW COMMITTEES AND RATIFICATION OF PRIOR ACTIONS ISSUED BY FLORIDA LANDMARK COMMUNITIES, INC., (SUCCESSOR BY MERGER TO PALM COAST HOLDINGS, INC.) DATED JUNE 23, 2005, RECORDED JULY 12, 2005, IN OFFICIAL RECORDS BOOK 1281, PAGE 1452, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
10. EASEMENTS, RESTRICTIONS, RESERVATIONS AND DEDICATIONS AS LOCATED AND RESERVED ON THE RECORDED PLAT OF TOWN CENTER PHASE 2, FILED FEBRUARY 3, 2006, IN PLAT BOOK 35, PAGE 63, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (AS SHOWN ON SURVEY)
11. EASEMENT GRANTED BY FLORIDA LANDMARK COMMUNITIES, INC., TO FLORIDA POWER & LIGHT COMPANY, DATED JUNE 20, 2006, RECORDED JUNE 29, 2006, IN OFFICIAL RECORDS BOOK 1453, PAGE 148, AS PARTIALLY RELEASED BY PARTIAL RELEASE OF EASEMENT DATED OCTOBER 16, 2007, RECORDED OCTOBER 30, 2007, IN OFFICIAL RECORDS BOOK 1623, PAGE 1560, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREAS)
12. TOWN CENTER MULTI-USE EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF PALM COAST, A FLORIDA MUNICIPAL CORPORATION, FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION, AND THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, DATED JULY 18, 2006, RECORDED JULY 25, 2006, IN OFFICIAL RECORDS BOOK 1463, PAGE 448, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
13. DRAINAGE EASEMENT AGREEMENT BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND CITY CENTER OF PALM COAST, INC., A FLORIDA CORPORATION, DATED NOVEMBER 6, 2006, RECORDED NOVEMBER 9, 2006, IN OFFICIAL RECORDS BOOK 1504, PAGE 1455, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA F6432\_SK&D\_5) (AS SHOWN ON SURVEY)
14. SHARED EASEMENT AGREEMENT A CONSTRUCTION, MAINTENANCE AND EASEMENT AGREEMENT FOR ACCESS AND UTILITIES BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND CITY CENTRE' OF PALM COAST, INC., A FLORIDA CORPORATION, DATED NOVEMBER 6, 2006, RECORDED NOVEMBER 9, 2006, IN OFFICIAL RECORDS BOOK 1504, PAGE 1459, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
15. EASEMENT GRANTED BY FLORIDA LANDMARK COMMUNITIES, INC., TO FLORIDA POWER & LIGHT COMPANY, DATED OCTOBER 10, 2007, RECORDED OCTOBER 30, 2007, IN OFFICIAL RECORDS BOOK 1623, PAGE 1564, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)

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Landsc. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED  
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Licenses:

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**FP&L SOLAR LEASED AREA**  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

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## Sketch and Description:

PALM COAST CITY HALL  
THIS IS NOT A SURVEY

## OWNERSHIP & ENCUMBRANCE SEARCH

CHICAGO TITLE INSURANCE CERTIFICATE NO. 40459, DATED MAY 25, 2017 AT 6:00 A.M.

16. PARTIAL NON-EXCLUSIVE ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND AGREEMENT REGARDING ADOPTION OF RULES BETWEEN FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, AND THE TOWN CENTRE' AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, DATED DECEMBER 4, 2009, RECORDED JANUARY 11, 2010, IN OFFICIAL RECORDS BOOK 1752, PAGE 497, AS AMENDED BY AMENDMENT DATED AUGUST 19, 2016, RECORDED JANUARY 10, 2017, IN OFFICIAL RECORDS BOOK 2180, PAGE 552, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  17. RESTRICTIVE COVENANTS CONTAINED IN WARRANTY DEED FROM FLORIDA LANDMARK COMMUNITIES, INC., A FLORIDA CORPORATION, (AS SUCCESSOR BY MERGER TO PALM COAST HOLDINGS, INC.), TO CITY OF PALM COAST, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, DATED DECEMBER 11, 2007, RECORDED DECEMBER 27, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 99, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  18. EASEMENT GRANTED BY CITY OF PALM COAST, A FLORIDA MUNICIPAL CORPORATION, TO FLORIDA POWER & LIGHT COMPANY, DATED AUGUST 5, 2009, RECORDED AUGUST 13, 2009, IN OFFICIAL RECORDS BOOK 1730, PAGE 1985, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
  19. NOTICE OF RULE ADOPTION OF THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT ISSUED BY TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT, DATED DECEMBER 29, 2009, RECORDED JANUARY 11, 2010, IN OFFICIAL RECORDS BOOK 1752, PAGE 502, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  20. SCRIVENER'S ERROR AFFIDAVIT MADE BY FLORIDA LANDMARK COMMUNITIES, LLC, DATED MARCH 6, 2012, RECORDED MARCH 13, 2012, IN OFFICIAL RECORDS BOOK 1858, PAGE 1330, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  21. CITY OF PALM COAST DEVELOPMENT ORDER APPROVAL TECHNICAL SITE PLAN TIER 1, LOT 10/TOWN CENTER CITY HALL/PHASE 1, RECORDED NOVEMBER 3, 2014, IN OFFICIAL RECORDS BOOK 2032, PAGE 911, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
  22. UNDERGROUND EASEMENT (BUSINESS) GRANTED BY CITY OF PALM COAST, TO FLORIDA POWER & LIGHT COMPANY, DATED MAY 19, 2015, RECORDED MAY 27, 2015, IN OFFICIAL RECORDS BOOK 2065, PAGE 1915, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
- NOTE: IT APPEARS THAT THE LEGAL DESCRIPTION IS IN ERROR AS SAME DESCRIBES A PORTION OF LAND LYING IN LOT 11, WHEREAS IT APPEARS TO BE LYING WITHIN LOT 10.
23. RESTRICTIVE COVENANT MADE BY CITY OF PALM COAST, TO PALM COAST ARTS FOUNDATION, INC., DATED SEPTEMBER 20, 2016, RECORDED OCTOBER 4, 2016, IN OFFICIAL RECORDS BOOK 2161, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)

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**FP&L SOLAR LEASED AREA**  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

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## Sketch and Description:

PALM COAST CITY HALL  
THIS IS NOT A SURVEY

OWNER: CITY OF PALM COAST  
PARCEL# 06-12-31-5825-00000-0100-  
ADDRESS: 49 CITY PLACE  
PALM COAST, FL 32164  
LOT 10, TOWN CENTER PHASE 2  
MB 35, PGS 63-68  
(CONTAINING 15.639± ACRES)

ENCOMPASSING 2,743 SQUARE FEET±  
(0.06 ACRE±)

SOLAR LEASED  
AREA

1 2 3 4 5 6  
8 9 10 12 16  
17 19 20 21

POB

(INFO)

L2

12' CB WALL

INTERCONNECTION

L3

L4

L5

A/C

PALM

3" HOLLY TREE

3" HOLLY TREE

8' CB WALL

CONNECTION  
AREA

1-STY  
CONC BLOCK  
BLDG

STATE PLANE INFORMATION  
N: 1873147.4216  
E: 589758.7390

OWNER: CITY OF PALM COAST  
PARCEL# 06-12-31-5825-00000-0100  
ADDRESS: 49 CITY PLACE  
PALM COAST, FL 32164  
LOT 10, TOWN CENTER PHASE 2  
MB 35, PGS 63-68  
(CONTAINING 15.639± ACRES)

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | BEARING       | LENGTH  |
| L1         | N 03°26'55" W | 24.00'  |
| L2         | N 86°33'05" E | 87.07'  |
| L3         | S 03°26'55" E | 18.96'  |
| L4         | N 86°31'33" E | 57.91'  |
| L5         | N 03°26'53" W | 68.08'  |
| L6         | N 86°33'07" E | 5.00'   |
| L7         | S 03°26'53" E | 73.08'  |
| L8         | S 86°31'33" W | 149.98' |

EASTERLY R/W  
LINE

PARK STREET (65' R/W)  
(ASPHALT PAVEMENT WIDTH VARIES)

12' MULTIPLE  
USE EASEMENT

POC

INTERSECTION OF THE NORTH  
LINE LOT 11 AND THE EASTERLY  
R/W LINE OF PARK STREET,  
TOWN CENTER PHASE 2, MB 35,  
PGS 63-68

S 89°02'17" E  
106.03' (BB)

NORTH LINE  
LOT 11

OWNER: PALM COAST HOLDING INC.  
PARCEL# 06-12-31-5825-00000-0110  
ADDRESS: 68 PARK STREET  
PALM COAST, FL 32164  
LOT 11, TOWN CENTER PHASE 2  
MB 35, PGS 63-68  
(NOT INCLUDED)  
(VACANT)



Graphic Scale in Feet

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Scale: 1"=40'

File: F6432\_SK&D\_3

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**FP&L SOLAR LEASED AREA**  
SECTION 6-TOWNSHIP 12 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

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## Sketch and Description:

PALM COAST COMMUNITY CENTER  
THIS IS NOT A SURVEY

## Legal Description:

A PORTION OF LAND LYING IN SECTION 41, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 41 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PALM COAST PARKWAY (104' R/W) AND PROCEEDING THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 63°20'59" WEST, A DISTANCE OF 1589.89 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN SOUTH 26°39'01" EAST, A DISTANCE OF 324.85 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ST. JOE CANAL; THENCE RUN NORTH 64°00'00" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 28.91 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN NORTH 26°00'00" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 64°00'00" EAST, A DISTANCE OF 87.48 FEET; THENCE RUN NORTH 26°39'01" WEST, A DISTANCE OF 167.13 FEET; THENCE RUN NORTH 63°20'59" EAST, A DISTANCE OF 44.00 FEET; THENCE RUN SOUTH 26°39'01" EAST, A DISTANCE OF 88.00 FEET; THENCE RUN NORTH 63°20'59" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 26°39'01" WEST, A DISTANCE OF 88.00 FEET; THENCE RUN NORTH 63°20'59" EAST, A DISTANCE OF 44.00 FEET; THENCE RUN SOUTH 26°39'01" EAST, A DISTANCE OF 93.00 FEET; THENCE RUN SOUTH 63°20'59" WEST, A DISTANCE OF 103.00 FEET; THENCE RUN SOUTH 26°39'01" EAST, A DISTANCE OF 84.18 FEET TO A POINT LYING ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF ST. JOE CANAL; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN SOUTH 64°00'00" WEST, A DISTANCE OF 92.59 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 9,590 SQUARE FEET OR 0.22 ACRE MORE OR LESS.

## Abbreviation Legend:

|                          |   |                                 |                                    |                          |
|--------------------------|---|---------------------------------|------------------------------------|--------------------------|
| (A) - ACTUAL             | Δ - DELTA                                   | GOV'T - GOVERNMENT              | PC - POINT OF CURVATURE            | R31E - RANGE 31 EAST     |
| APPROX - APPROXIMATE     | (D) - DEED                                  | IP - IRON PIPE                  | PCC - POINT OF COMPOUND            | 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          | EASEMENT                                    | LB# - LICENSED BUSINESS NUMBER  | PI - POINT OF INTERSECTION         | RP - RADIUS POINT        |
| (C) - CALCULATED         | ELEV - ELEVATION                            | MB - MAP BOOK                   | POB - POINT OF BEGINNING           | R/W - RIGHT-OF-WAY       |
| C - CHORD                | EOP - EDGE OF PAVEMENT                      | (M) - MEASURED                  | PCC - POINT OF COMMENCEMENT        | SEC 41 - SECTION 41      |
| CB - CHORD BEARING       | ESMT - EASEMENT                             | N & D - NAIL AND DISK           | POL - POINT ON LINE                | SQ - SQUARE              |
| CCR # - CERTIFIED CORNER | FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION | NR - NON-RADIAL                 | PRC - POINT OF REVERSE             | SQ FT - SQUARE FEET      |
| RECORD NUMBER            | FF - FINISH FLOOR                           | NT - NO SURVEYOR IDENTIFICATION | PRM - PERMANENT REFERENCE MONUMENT | TB - TANGENT BEARING     |
| C/L - CENTERLINE         | FND - FOUND                                 | OR - OFFICIAL RECORDS           | PT - POINT OF TANGENCY             | T11S - TOWNSHIP 11 SOUTH |
| CM - CONCRETE MONUMENT   | FP&L - FLORIDA POWER AND LIGHT              | ORB - OFFICIAL RECORDS BOOK     | FEC - FLORIDA EAST COAST RAILWAY   | (TYP) - TYPICAL          |
| CONC - CONCRETE          | (G) - GRID (STATE PLANE)                    | P - PLAT                        |                                    | UE - UTILITY EASEMENT    |
| COR - CORNER             |   | PB - PLAT BOOK                  |                                    | W/ - WITH                |
| ○ - PROPOSED LIGHT       |   |                                 |                                    | ⊥ - PROPOSED SIGN        |

## Surveyor's Notes:

- "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED 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."
- ALL BEARINGS ARE RELATIVE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PALM COAST PARKWAY, AS RECORDED IN PLAT BOOK 37, PAGES 23 AND 24 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID BEARING BEING SOUTH 63°20'59" WEST.
- 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:

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 August 3, 2017. 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: \_\_\_\_\_

Jeffery W. Patterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

NOT VALID WITHOUT  
SHEETS 1 THROUGH 4 OF 4.

Drawn by: B.B.

Date: 08/03/17

Job No. F6432

Scale: N/A

File: F6432\_SK&D2

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 © = COPYRIGHT

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Prepared By:

Ceph, Inc.

Licenses:

Eng. C.O.A. No. 3215

Survey L.B. No. 7143

Arch. Lic. No. AA2600926

Landsc. Lic. No. LC0000298

**FP&L SOLAR LEASED AREA**  
SECTION 41-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**1**

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## **Sketch and Description:**

PALM COAST COMMUNITY CENTER  
THIS IS NOT A SURVEY

## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE AGENCY, CERTIFICATE NO. 40458, AS OF MAY 12, 2017 AT 6:00 A.M.

- ① DIVISION OF STATE PLANNING AMENDING AGREEMENT BY AND BETWEEN ITT COMMUNITY DEVELOPMENT CORPORATION, AND THE DIVISION OF STATE PLANNING OF THE DEPARTMENT OF ADMINISTRATION, STATE OF FLORIDA, DATED AUGUST 10, 1977, RECORDED OCTOBER 26, 1977, IN OFFICIAL RECORDS BOOK 96, PAGE 204, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
2. EASEMENTS RESERVED IN SPECIAL WARRANTY DEED BETWEEN ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED OCTOBER 4, 1982, RECORDED OCTOBER 11, 1982, IN OFFICIAL RECORDS BOOK 202, PAGE 294, AS AFFECTED BY QUIT CLAIM DEED AND RELEASE BY ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO THE BOARD OF COUNTY OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED OCTOBER 12, 1998, RECORDED JANUARY 14, 1999, IN OFFICIAL RECORDS BOOK 640, PAGE 908, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
3. EASEMENTS RESERVED IN SPECIAL WARRANTY DEED BETWEEN ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED SEPTEMBER 16, 1982, RECORDED OCTOBER 15, 1982, IN OFFICIAL RECORDS BOOK 202, PAGE 781, AS AFFECTED BY QUIT CLAIM DEED AND RELEASE BY ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO THE BOARD OF COUNTY OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED OCTOBER 12, 1998, RECORDED JANUARY 14, 1999, IN OFFICIAL RECORDS BOOK 640, PAGE 908, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SOLAR LEASED AREA)
- ④ PUBLIC LANDS DEDICATION AGREEMENT BETWEEN ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, AND THE BOARD OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED DECEMBER 18, 1989, RECORDED DECEMBER 20, 1989, IN OFFICIAL RECORDS BOOK 417, PAGE 147, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
- ⑤ UNDERGROUND EASEMENT (BUSINESS) GRANTED BY CITY OF PALM COAST, TO FLORIDA POWER & LIGHT COMPANY, DATED MAY 16, 2017, RECORDED MAY 23, 2017, IN OFFICIAL RECORDS BOOK 2207, PAGE 218, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (AS SHOWN ON SURVEY)

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 © = COPYRIGHT

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SHEETS 1 THROUGH 4 OF 4.**

Drawn by: B.B.

Date: 08/03/17

Job No. F6432

Scale: N/A

File: F6432\_SK&D2



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Prepared By:  
**CPH, Inc.**

Licenses:  
Eng. C.O.A. No. 3215  
Survey L.B. No. 7143  
Arch. Lic. No. AA2600926  
Landsc. Lic. No. LC0000298

**FP&L SOLAR LEASED AREA**  
SECTION 41-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**2**

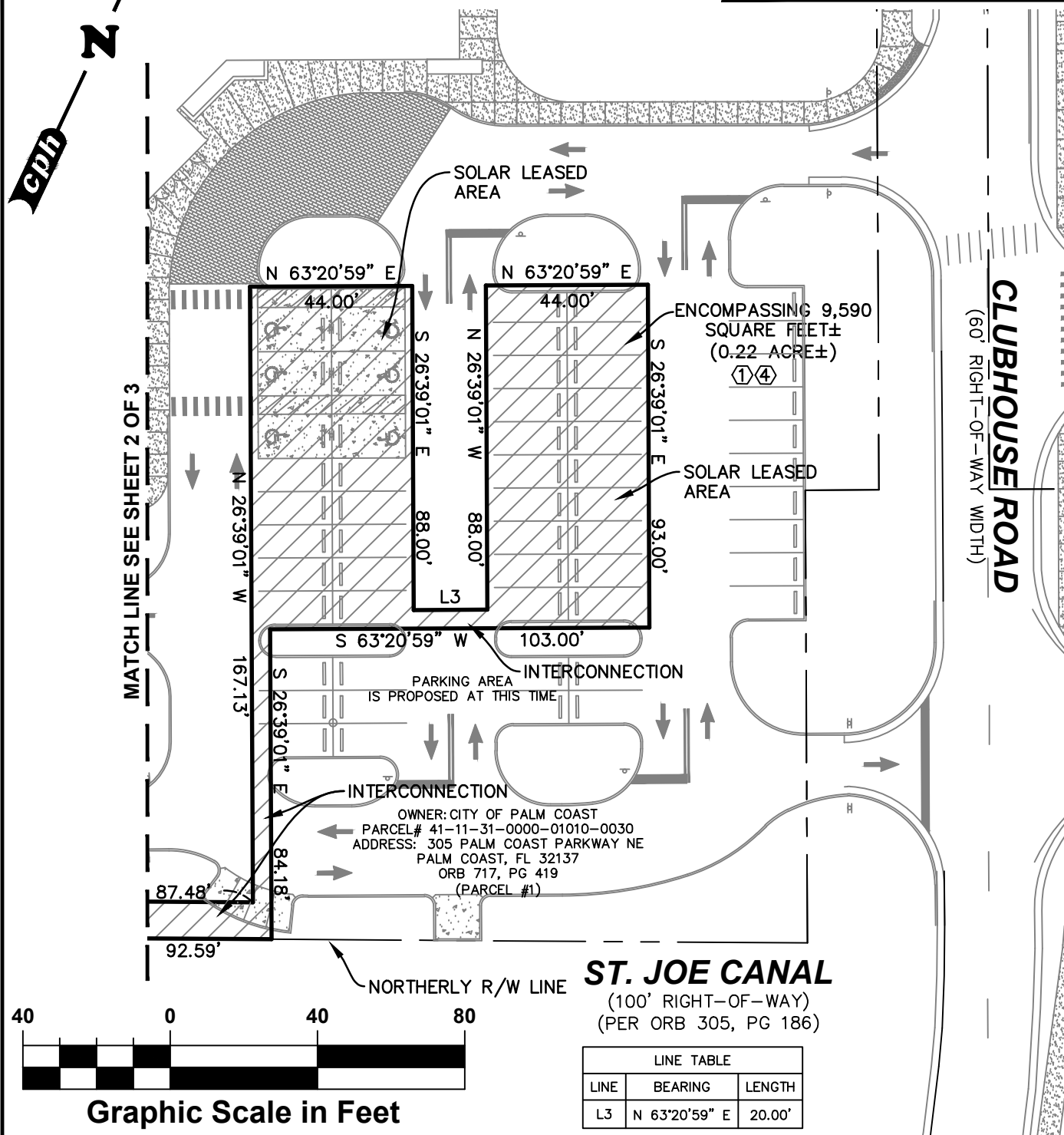
2 of 4

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## Sketch and Description:

PALM COAST COMMUNITY CENTER  
THIS IS NOT A SURVEY



**TITLE BLOCK ABBREVIATIONS**  
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C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL  
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SHEETS 1 THROUGH 4 OF 4.**

Drawn by: B.B.

Date: 08/03/17

Job No. F6432

Scale: 1"=40'

File: F6432\_SK&D2

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

**FP&L SOLAR LEASED AREA**  
SECTION 41-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**4**

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## Sketch and Description:

PALM COAST HOLLAND PARK  
THIS IS NOT A SURVEY

## Legal Description:

A PORTION OF LAND LYING IN RESERVED PARCEL "A", SUBDIVISION MAP FLORIDA PARK-SECTION-1, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 5, PAGES 86 THROUGH 92, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN SECTION 40, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF RESERVED PARCEL "A" WITH THE SOUTHEASTERLY LINE OF LOT 12, OF SAID SUBDIVISION MAP; THENCE RUN SOUTH 59°58'27" WEST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 174.84 FEET; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE SOUTH 59°30'00" WEST, A DISTANCE OF 131.89 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN SOUTH 30°30'00" EAST, A DISTANCE OF 251.92 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 58°50'30" EAST, A DISTANCE OF 24.00 FEET; THENCE RUN SOUTH 31°09'30" EAST, A DISTANCE OF 93.79 FEET; THENCE RUN SOUTH 58°50'30" WEST, A DISTANCE OF 19.00 FEET; THENCE RUN SOUTH 31°09'30" EAST, A DISTANCE OF 13.41 FEET; THENCE RUN NORTH 58°50'30" EAST, A DISTANCE OF 19.00 FEET; THENCE RUN SOUTH 31°09'30" EAST, A DISTANCE OF 66.38 FEET; THENCE RUN SOUTH 58°50'30" WEST, A DISTANCE OF 19.00 FEET; THENCE RUN SOUTH 31°09'30" EAST, A DISTANCE OF 19.81 FEET; THENCE NORTH 58°50'30" EAST, A DISTANCE OF 19.00 FEET; THENCE RUN SOUTH 31°09'30" EAST, A DISTANCE OF 30.47 FEET; THENCE RUN NORTH 60°09'02" EAST, A DISTANCE OF 85.40 FEET; THENCE RUN SOUTH 29°50'58" EAST, A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 60°09'02" WEST, A DISTANCE OF 85.29 FEET; THENCE RUN SOUTH 31°09'30" EAST, A DISTANCE OF 49.16 FEET; THENCE RUN SOUTH 58°50'30" WEST, A DISTANCE OF 24.00 FEET; THENCE RUN NORTH 31°09'30" WEST, A DISTANCE OF 278.03 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 6,473 SQUARE FEET OR 0.15 ACRE MORE OR LESS.

## Abbreviation & Symbol Legend:

|        |                                  |      |  |       |                               |     |                                |        |                     |
|--------|----------------------------------|------|--|-------|-------------------------------|-----|--------------------------------|--------|---------------------|
| (A)    | - ACTUAL                         | Δ    | - DELTA                                | GOV'T | - GOVERNMENT                  | PC  | - POINT OF CURVATURE           | R31E   | - RANGE 31 EAST     |
| APPROX | - APPROXIMATE                    | (D)  | - DEED                                 | IP    | - IRON PIPE                   | PCC | - POINT OF COMPOUND CURVATURE  | R      | - RADIUS            |
| AVG    | - AVERAGE                        | (DE) | - DEED EXCEPTION                       | IR    | - IRON ROD                    |     |                                | RAD    | - RADIAL            |
| (BB)   | - BEARING BASIS                  | DEPT | - DEPARTMENT                           | IR&C  | - IRON REBAR & CAP            | PCP | - PERMANENT CONTROL POINT      | REC    | - RECOVERED         |
| BLDG   | - BUILDING                       | D/U  | - DRAINAGE AND UTILITY EASEMENT        | L     | - ARC LENGTH                  | PG  | - PAGE                         | REV    | - REVISION          |
| BM     | - BENCH MARK                     |      |  | LB#   | - LICENSED BUSINESS NUMBER    | PGS | - PAGES                        | RP     | - RADIUS POINT      |
| (C)    | - CALCULATED                     | ELEV | - ELEVATION                            | (M)   | - MEASURED                    |     | - POINT OF INTERSECTION        | R/W    | - RIGHT-OF-WAY      |
| C      | - CHORD                          | EOP  | - EDGE OF PAVEMENT                     | N & D | - NAIL AND DISK               | POB | - POINT OF BEGINNING           | SEC 40 | - SECTION 40        |
| CB     | - CHORD BEARING                  | ESMT | - EASEMENT                             | NR    | - NON-RADIAL                  | POC | - POINT OF COMMENCEMENT        | SQ     | - SQUARE FEET       |
| CCR #  | - CERTIFIED CORNER RECORD NUMBER | FDOT | - FLORIDA DEPARTMENT OF TRANSPORTATION | NT    | - NON-SURVEYOR IDENTIFICATION | POL | - POINT ON LINE                | SQ FT  | - SQUARE FEET       |
| C/L    | - CENTERLINE                     | FF   | - FINISH FLOOR                         | OR    | - NON-TANGENT                 | PRC | - POINT OF REVERSE CURVATURE   | S/W    | - SIDEWALK          |
| CM     | - CONCRETE MONUMENT              | FND  | - FOUND                                | ORB   | - OFFICIAL RECORDS            | PRM | - PERMANENT REFERENCE MONUMENT | TB     | - TANGENT BEARING   |
| CONC   | - CONCRETE                       | FP&L | - FLORIDA POWER AND LIGHT              | (P)   | - PLAT                        |     |                                | T11S   | - TOWNSHIP 11 SOUTH |
| COR    | - CORNER                         | (G)  | - GRID (STATE PLANE)                   | PB    | - PLAT BOOK                   | PT  | - POINT OF TANGENCY            | (TYP)  | - TYPICAL           |
| (HC)   | - HANDICAP SIGN                  | ⊙    | - LIGHT POLE                           | FS    | - FLORIDA STATUTE             | FEC | - FLORIDA EAST COAST RAILWAY   | UE     | - UTILITY EASEMENT  |
|        |                                  |      |  | WV    | - WATER VALVE                 | MB  | - MAP BOOK                     | W/     | - WITH              |

## Surveyor's Notes:

- "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED 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 RELATIVE TO THE NORTHWESTERLY LINE OF RESERVED PARCEL "A" AS RECORDED IN MAP BOOK 5, PAGES 86-92 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS BEING S59°58'27"W.
- 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:

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 August 02, 2017. 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: \_\_\_\_\_

Jeffrey W. Patterson  
Professional Surveyor and Mapper  
Florida Registration No. 6384

NOT VALID WITHOUT  
SHEETS 1 THROUGH 4 OF 4.

Date: 08/02/17

Job No. F6432

Drawn by: BJB

Scale: N/A

File: F6432\_SK&D\_1



www.cphcorp.com

Prepared By:

Cph, Inc.

Licenses:

Eng. C.O.A. No. 3215

Survey L.B. No. 7143

Arch. Lic. No. AA2600926

Lndscp. Lic. No. LC0000298

FP&L SOLAR LEASED AREA  
SECTION 40-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet

1

1 of 4

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## **Sketch and Description:**

PALM COAST HOLLAND PARK  
THIS IS NOT A SURVEY

## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE COMPANY, CERTIFICATE NO. 40461, DATED JUNE 5, 2017 AT 6:00 A.M.

1. EASEMENTS, RESTRICTIONS, RESERVATIONS AND DEDICATIONS AS LOCATED AND RESERVED ON THE RECORDED SUBDIVISION MAP OF FLORIDA PARK – SECTION 1, PALM COAST, FILED IN PLAT BOOK 5, PAGES 86 THROUGH 92, INCLUSIVE, AS AFFECTED BY AMENDED DEDICATION AND RESERVATION DATED MAY 3, 1971, RECORDED MAY 5, 1971, IN OFFICIAL RECORDS BOOK 35, PAGE 528, AS AFFECTED BY RESOLUTION DATED MAY 3, 1971, RECORDED MAY 5, 1971, IN OFFICIAL RECORDS BOOK 35, PAGE 571, AND AS AFFECTED BY SURVEYOR'S AFFIDAVIT DATED MAY 17, 1979, RECORDED MAY 18, 1979, IN OFFICIAL RECORDS BOOK 122, PAGE 109, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (AS SHOWN ON SURVEY) (BLANKET IN NATURE)
2. PALM COAST RESTRICTIVE COVENANTS AND EASEMENTS MADE BY ITT LEVITT DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, DATED MAY 3, 1971, RECORDED MAY 10, 1971, IN OFFICIAL RECORDS BOOK 35, PAGE 616, AS AFFECTED BY PALM COAST RESTRICTIVE COVENANTS AND EASEMENTS DATED JUNE 23, 1971, RECORDED JUNE 29, 1971, IN OFFICIAL RECORDS BOOK 36, PAGE 553, AS AFFECTED BY DECLARATION DATED AUGUST 4, 1971, RECORDED AUGUST 23, 1971, IN OFFICIAL RECORDS BOOK 37, PAGE 398, AS AMENDED BY AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS DATED NOVEMBER 2, 1973, RECORDED NOVEMBER 8, 1973, IN OFFICIAL RECORDS BOOK 53, PAGE 429, AND AS AMENDED BY AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS DATED APRIL 22, 1976, RECORDED APRIL 26, 1976, IN OFFICIAL RECORDS BOOK 76, PAGE 281, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
3. COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AS SET FORTH IN SPECIAL WARRANTY DEED BY ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO FLAGLER COUNTY BOARD OF COMMISSIONERS, DATED OCTOBER 20, 1977, RECORDED OCTOBER 21, 1977, IN OFFICIAL RECORDS BOOK 95, PAGE 605, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
4. DIVISION OF STATE PLANNING AMENDING AGREEMENT BY AND BETWEEN ITT COMMUNITY DEVELOPMENT CORPORATION, ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND ALL OF ICDC'S CORPORATE SUCCESSORS AND ASSIGNS, AND THE DIVISION OF STATE PLANNING OF THE DEPARTMENT OF ADMINISTRATION, STATE OF FLORIDA, DATED AUGUST 10, 1977, RECORDED NOVEMBER 1, 1977, IN OFFICIAL RECORDS BOOK 96, PAGE 204, AS AFFECTED BY CLARIFICATION OF THE DIVISION OF STATE PLANNING AMENDING AGREEMENT, DATED JUNE 28, 1989, RECORDED NOVEMBER 17, 1989, IN OFFICIAL RECORDS BOOK 413, PAGE 656, AS AMENDED BY THIRD AMENDING AGREEMENT DATED OCTOBER 4, 1990, RECORDED OCTOBER 19, 1990, IN OFFICIAL RECORDS BOOK 439, PAGE 1203, AS AFFECTED BY AGREEMENT DATED APRIL 10, 1974, RECORDED JULY 10, 1996, IN OFFICIAL RECORDS BOOK 560, PAGE 912, AND AS FURTHER AFFECTED BY SETTLEMENT AGREEMENT DATED OCTOBER 27, 1997, RECORDED OCTOBER 28, 1997, IN OFFICIAL RECORDS BOOK 596, PAGE 763, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
5. COVENANT MADE BY ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, CORPROP A & F INC., A DELAWARE CORPORATION, AND ITT LAND CORPORATION, A DELAWARE CORPORATION, DATED SEPTEMBER 5, 1979, RECORDED SEPTEMBER 5, 1979, IN OFFICIAL RECORDS BOOK 130, PAGE 19, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
6. COVENANT AND RESERVATIONS FOR EASEMENTS AS SET FORTH IN QUIT CLAIM BY ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO THE BOARD OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED DECEMBER 4, 1987, RECORDED DECEMBER 8, 1987, IN OFFICIAL RECORDS BOOK 331, PAGE 531, AND QUIT CLAIM DEED BY PALM COAST UTILITY CORPORATION, A FLORIDA CORPORATION, TO THE BOARD OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED DECEMBER 4, 1987, RECORDED DECEMBER 8, 1987, IN OFFICIAL RECORDS BOOK 331, PAGE 535, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)

| TITLE BLOCK ABBREVIATIONS             |                          |                 |  |
|---------------------------------------|--------------------------|-----------------|--|
| Eng. = ENGINEERING                    | L.B. = LICENSED BUSINESS |                 |  |
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**FP&L SOLAR LEASED AREA**  
SECTION 40-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

**2**

2 of 4

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## **Sketch and Description:**

PALM COAST HOLLAND PARK  
THIS IS NOT A SURVEY

## **OWNERSHIP & ENCUMBRANCE SEARCH**

CHICAGO TITLE INSURANCE COMPANY, CERTIFICATE NO. 40461, DATED JUNE 5, 2017 AT 6:00 A.M.

7. PUBLIC LANDS DEDICATION AGREEMENT BETWEEN ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, AND THE BOARD OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED DECEMBER 18, 1989, RECORDED DECEMBER 20, 1989, IN OFFICIAL RECORDS BOOK 417, PAGE 147, AS AFFECTED BY QUIT CLAIM DEED AND RELEASE BY ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO THE BOARD OF COUNTY OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED OCTOBER 15, 1998, RECORDED JANUARY 14, 1999, IN OFFICIAL RECORDS BOOK 640, PAGE 910, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
8. COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN SPECIAL WARRANTY DEED BY ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED DECEMBER 3, 1992, RECORDED DECEMBER 30, 1992, IN OFFICIAL RECORDS BOOK 480, PAGE 562, AS AFFECTED BY QUIT CLAIM DEED AND RELEASE BY ITT COMMUNITY DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, DATED OCTOBER 12, 1998, RECORDED JANUARY 14, 1999, IN OFFICIAL RECORDS BOOK 640, PAGE 906, BOTH OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
9. PALM COAST UTILITY CORPORATION AGREEMENT FOR WATER AND SEWER SERVICE BY AND BETWEEN PALM COAST UTILITY CORPORATION, AND FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, DATED JANUARY 15, 1994, RECORDED MARCH 4, 1994, IN OFFICIAL RECORDS BOOK 507, PAGE 530, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
10. COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN SPECIAL WARRANTY DEED BY PALM COAST UTILITY CORPORATION, A FLORIDA CORPORATION, AND FLORIDA WATER SERVICES CORPORATION, A FLORIDA CORPORATION, DATED JANUARY 22, 1999, RECORDED JANUARY 26, 1999, IN OFFICIAL RECORDS BOOK 641, PAGE 1051, AS AFFECTED BY SPECIAL WARRANTY DEED BY FLORIDA WATER SERVICES CORPORATION, A FLORIDA CORPORATION, TO CITY OF PALM COAST, DATED OCTOBER 30, 2003, RECORDED OCTOBER 31, 2003, IN OFFICIAL RECORDS BOOK 1004, PAGE 221, AND BY ASSIGNMENT OF EASEMENTS BY FLORIDA WATER SERVICES CORPORATION, A FLORIDA CORPORATION, TO CITY OF PALM COAST, DATED OCTOBER 30, 2003, RECORDED OCTOBER 31, 2003, IN OFFICIAL RECORDS BOOK 1004, PAGE 392, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)
11. COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN FLAGLER COUNTY SPECIAL WARRANTY DEED (PURSUANT TO F.S. 125.411), BY FLAGLER COUNTY, FLORIDA, TO THE CITY OF PALM COAST, FLORIDA, DATED SEPTEMBER 19, 2001, RECORDED SEPTEMBER 21, 2001, IN OFFICIAL RECORDS BOOK 770, PAGE 46, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SOLAR LEASED AREA) (BLANKET IN NATURE) (NOT PLOTTABLE)

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### **FP&L SOLAR LEASED AREA**

SECTION 40-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

### **SKETCH AND DESCRIPTION**

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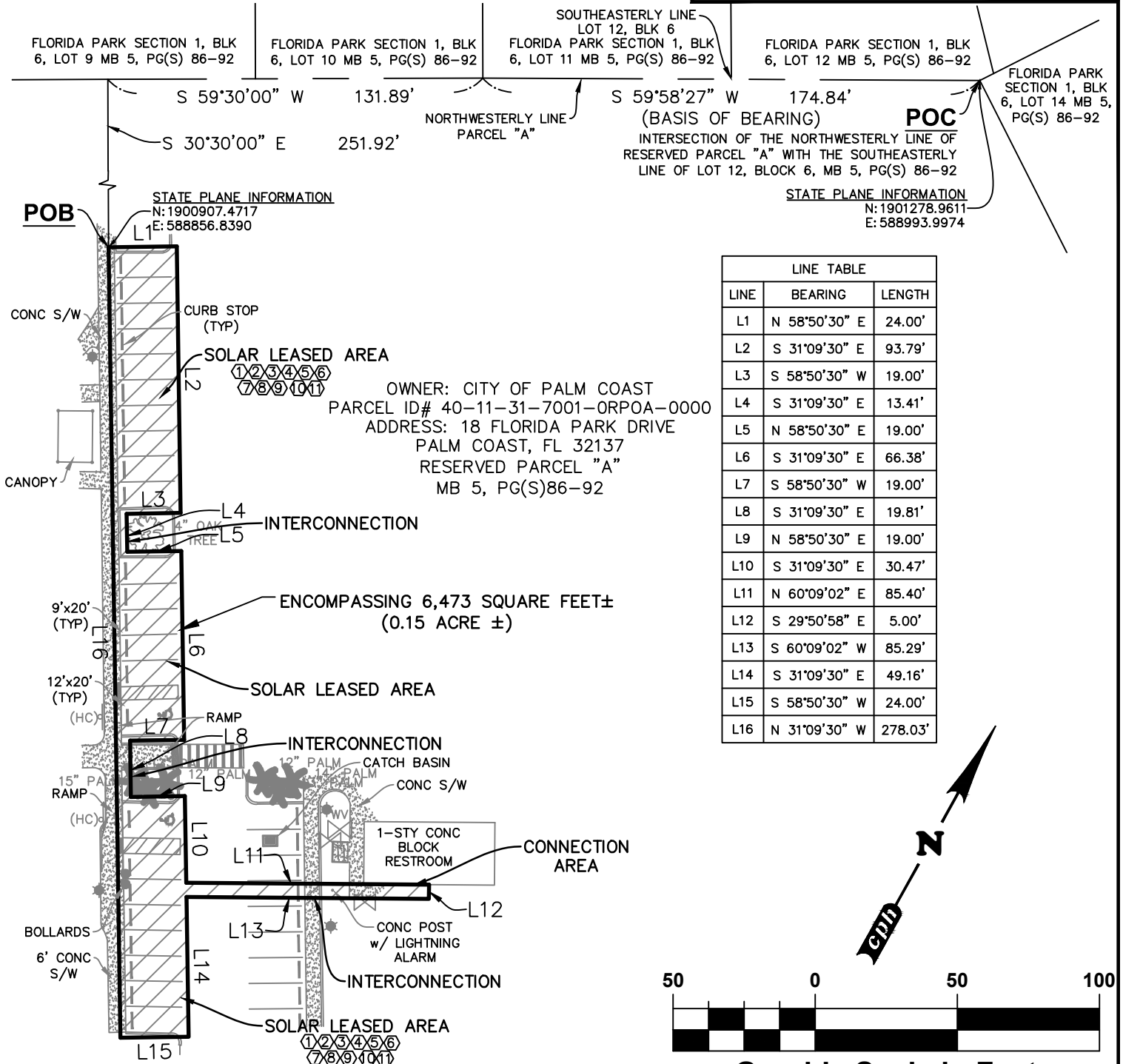
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PALM COAST HOLLAND PARK  
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