

**RESOLUTION 16-103**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE LAKE POWELL GOLF COMMUNITY DEVELOPMENT DISTRICT, (“CDD”) FOR THE TURNOVER OF THE WATER AND SEWER SYSTEMS AND RELATED PROPERTY RIGHTS TO THE CITY AT THE EXPENSE OF THE CDD, AUTHORIZING EXECUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Utility Turnover Agreement between the City and the Lake Powell Golf Community Development District, a Florida corporation, (“CDD”) relating to the turnover of the CDD utility services to the City, at the expense of the CDD and at no cost to the City, in substantially the form presented to the Council today, draft dated August 13, 2016, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

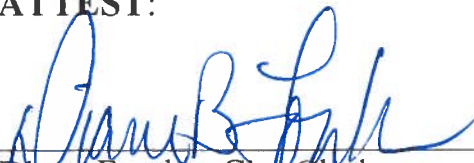
**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in special session this 25<sup>th</sup> day of August, 2016.

**CITY OF PANAMA CITY BEACH**

By:   
Mike Thomas, Mayor

**ATTEST:**

  
Diane Fowler, City Clerk



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

UTILITIES - AL SHORTT

**2. MEETING DATE:**

AUGUST 25, 2016

**3. REQUESTED MOTION/ACTION:**

APPROVE THE ATTACHED AGREEMENT WITH LAKE POWELL CDD REGARDING TURNOVER OF ITS WATER AND SEWER INFRASTRUCTURE TO THE CITY

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

**6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**

LAKE POWELL CDD HAS RECENTLY UNDERTAKEN UPGRADES AND REPAIRS TO ITS WATER AND SEWER INFRASTRUCTURE SO THAT IT CAN BE TRANSFERRED TO THE CITY. CITY STAFF HAS BEEN WORKING WITH THE CDD TO INVENTORY THE ASSETS, BOTH REAL AND PERSONAL, THAT WILL BE REQUIRED TO BE CONVEYED TO THE CITY TO EFFECT THE TURNOVER.

APPROVAL OF THE AGREEMENT WILL CONFIRM THE TERMS AND TIMEFRAME FOR THE TURNOVER TO OCCUR.

STAFF RECOMMENDS APPROVAL. WATER AND SEWER RATES FOR THE CDD SERVICE AREA WILL BE SET TO MATCH THE SAME RATES CHARGED TO OTHER ACCOUNTS LOCATED OUTSIDE THE CITY LIMITS.

# **ASSET PURCHASE AGREEMENT**

**Between**

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**LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT  
DISTRICT**

**And**

**CITY OF PANAMA CITY BEACH, FLORIDA**

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**Wild Heron Water and Wastewater Utility Systems Transfer**

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**August, 2016**

**ASSET PURCHASE AGREEMENT**

**Between**

**LAKE POWELL GOLF COMMUNITY DEVELOPMENT DISTRICT**

**And**

**THE CITY OF PANAMA CITY BEACH, FLORIDA**

**THIS AGREEMENT** made by and between the **LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT**, a Florida unit of special purpose local government authorized pursuant to Chapter 190, Florida Statutes, (hereinafter referred to as "Seller") and the **CITY OF PANAMA CITY BEACH, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "Purchaser"). This Agreement has been signed by the Seller and Purchaser and shall become effective as of the date (the "Effective Date") that both of the following conditions have been met: 1) approval of this Agreement by resolution of the Seller's Board of Supervisors and 2) approval of this Agreement by resolution of the Purchaser's City Council. **Provided, however**, that if, for any reason, the Effective Date has not occurred by September 1, 2016, either party may withdraw its signature and this Agreement shall be of no force and effect.

**WITNESSETH:**

**WHEREAS**, Purchaser desires to acquire and Seller desires to sell the water distribution systems as well as the sewage collection systems of every kind and nature owned by Seller in Bay County, Florida, located in and about and primarily serving the **Wild Heron Community** on the west end of Panama City Beach including all of the things described in this Agreement and referred to as "Assets" which may be owned by the Seller (sometimes referred to as the "Lake Powell Systems"); subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and benefits contained in this Agreement, the parties agree:

**ARTICLE I**

**ASSETS TO BE SOLD**

1. Upon the terms and subject to the terms and conditions set forth in this Agreement, Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the assets owned

by Seller, used or useful in the operation of the Lake Powell Systems (hereinafter referred to as the "Assets" or "Purchased Assets").

2. Assets means the facilities, assets, business properties, and rights, both tangible and intangible, that Seller owns and uses or holds in conjunction with the operation of the Lake Powell Systems or any ownership interest which Seller or its successor has or hereafter acquires in the Assets, including:
  - (a) Water supply and distribution facilities, wastewater collection and transmission facilities, including related structures and enclosures, pumps, stand-by diesel powered generators, electrical and control panels, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, , valves, hydrants, meters, meter boxes, service connections and other physical facilities, equipment and property installations owned by Seller and used or useful in the operation of the Lake Powell Systems, together with all additions or replacements thereto ("Personalty & Fixtures"), including third party warranties that relate to completed or in-progress construction, including but not limited to the items identified in Section 1 of the Disclosure Schedule attached to this Agreement as Exhibit A (the "Disclosure Schedule").
  - (b) The real property and all interests now owned or hereafter acquired in or appurtenant to the Lake Powell Systems in real property owned and held by Seller, including but not limited to that held in fee simple as identified in Section 2 of the Disclosure Schedule ("Real Property").
  - (c) Easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas (hereinafter referred to as the "Easements") held, used or useful by Seller or in any manner available to Seller for the construction, operation and maintenance or any use associated with providing services or facilities in conjunction with the Lake Powell Systems, including but not limited to those identified in Section 3 of the Disclosure Schedule; provided that any such rights now owned or hereafter acquired including those contained within any plats (recorded or unrecorded), restrictive covenants, or other developmental schemes or schematics of any nature or kind or dedicated rights of way shall be assigned hereunder, even if not specifically set forth in Section 3 of the Disclosure Schedule.

- (d) Any immunities, privileges, permits, license rights, consents, grants, and rights to construct, maintain and operate the Lake Powell Systems for the procuring, treatment, storage and distribution of potable water and the collection of wastewater (hereinafter referred to as the "Permits"), and the obligations thereof only upon transfer by the related regulatory authority; water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing; together with rights granted to Seller under the Permits, all as identified in Section 4 of the Disclosure Schedule; to the extent that Seller's rights to the foregoing Assets are transferable.
  - (e) Those contracts (hereinafter referred to as "Assumed Contracts"), identified in Section 5 of the Disclosure Schedule are being assumed by the Purchaser. Purchaser shall have no obligation to accept or assume any agreement, oral or written, not identified in Section 5 of the Disclosure Schedule.
  - (f) Items of inventory, supplies, and raw materials owned by Seller and used or useful in association with the operation of the Assets.
  - (g) Supplier lists, customers, customer accounts, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, books and records and other information in Seller's possession (including the assignment of any rights the Seller may have in the foregoing which may be in the possession of third parties) and reasonably required by Purchaser to operate the Lake Powell Systems.
  - (h) Record drawings, including as-built drawings, showing all facilities of the Lake Powell Systems, including all original tracings, sepias or other reproducible materials, and digital forms (pdf, AutoCAD, etc.) in Seller's possession (including the assignment of any rights the Seller may have in the foregoing which may be in the possession of third parties).
  - (i) Equipment, tools, parts, laboratory equipment, office equipment, furniture, fixtures, and other personal property owned by Seller and located solely in Bay County, Florida, and used or useful in connection with the operation of the Lake Powell Systems.
3. The following assets and liabilities are expressly excluded from the Assets, sometimes referred to as the "Excluded Assets".

- (a) Cash, accounts receivable, bank accounts, equity and debt securities of any nature, bonds, letters of credit, deposits maintained by Seller with any governmental authority, and any prepaid expenses of Seller, which are Seller's sole property as of the date of Closing (defined below).
  - (b) Seller provisions for payment of federal and state taxes, and other obligations to governmental entities which shall be Seller's responsibility to pay through the date of Closing.
  - (c) Any responsibilities or obligations arising from the operation or ownership of water distribution or wastewater collection facilities of the Lake Powell Systems.
  - (d) Any Developer Agreements, Contracts or Leases (hereinafter referred to as "Un-Assumed Contracts"), identified in Section 6 of the Disclosure Schedule are not being assumed by the Purchaser and Seller will terminate same at closing. Purchaser shall have no obligation to accept or assume any agreement, oral or written, not disclosed hereunder.
  - (e) All agreements between the Seller and the Purchaser relating to the purchase and sale of potable water in bulk or municipal sewage treatment in bulk shall be cancelled at closing or as soon thereafter as all payments due thereunder through the day of closing are paid and all other covenants of both parties are met. Notwithstanding the forgoing, the Revenue Certificate dated April 25, 2002, issued by the City to the Lake Powell Residential Golf Community Development District shall survive the turnover contemplated herein and expire according to its terms.
4. All Assets shall be transferred to Purchaser free and clear of all encumbrances and liabilities of any nature subject to only the following Permitted Encumbrances. For purposes of this Agreement, the term "Permitted Encumbrances" means:
- (a) All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Assets and the use thereof, none of which, however, shall materially impair or restrict the transfer to Purchaser hereunder, or use of the Assets or the operation of the Lake Powell Systems as they have been used and operated by Seller.

- (b) Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, none of which, however, shall materially impair or restrict the transfer to Purchaser hereunder, or use of the Assets or the operation of the Lake Powell Systems as they have been used and operated by Seller.
  - (c) Any outstanding mortgage, lien, encumbrance, covenant, restriction or other matter that can and shall be satisfied by Seller by payment of money at or prior to the Closing Date; or any mechanic's lien or other encumbrance that can and shall be released of record, bonded or transferred of record to substitute security so as to relieve the Assets from the burden thereof; and, Seller advises Purchaser that Seller elects to do so at or prior to Purchaser's delivery of the Acceptance below defined.
- 5. Purchaser is not and shall not be obligated to assume any liabilities or obligations of Seller under any permits to operate the Lake Powell Systems issued by any governmental authority, except for the obligations of Seller under any such permit transferred to Purchaser at the sole discretion of the Purchaser. Seller and Purchaser will cooperate and either terminate or transfer the Permits as the Purchaser determines or chooses.
- 6. Purchaser is not and shall not be obligated to assume any liability of Seller which arises or is associated with or relates to any event or occurrence prior to the Closing. Seller shall not have any liability that arises out of or relates solely to Purchaser's ownership or operation of the Lake Powell Systems or the Assets from and after Closing.
- 7. Seller acknowledges that Purchaser will not purchase the Assets under this Agreement until and unless certain improvements and upgrades are completed in a workmanlike manner by Seller at its expense and accepted and approved by Purchaser in writing, which approval and acceptance Purchaser covenants will not be unreasonably withheld or delayed (the "Acceptance"). Those improvements and upgrades are generally listed or described in Section 7 of the Disclosure Statement (the "Improvements"). Purchaser's delivery of the Acceptance will constitute



Purchaser's agreement to accept at closing all the Assets "AS IS" at the time of Acceptance with all fault as of the date of delivery of the Acceptance. Purchaser specifically acknowledges and agrees that Seller makes no representations, covenants, or warranties with respect to the Assets or Lake Powell Systems, except those specifically set forth in Article III of this Agreement. **If the Acceptance has not been delivered on or before September 30, 2016, either party may terminate this Agreement by written notice to the other and it shall be of no force and effect.**

8. Seller, as a governmental authority, is by law exempt from regulation of its utility operations by the Bay County Utility Regulatory Authority.
9. Specific performance as provided for herein may be compelled pursuant to this Agreement because there is no adequate remedy at law. Attorneys' fees and associated costs may be recovered by the prevailing party in connection with any action for specific performance.
10. Seller shall indemnify and hold harmless and defend the Purchaser and its officers, employees, agents and representative from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the construction, installation, operation, maintenance or repair of the water or sewer infrastructure by Seller or anyone claiming by, through or under Seller; or (ii) the breach of any of Seller's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Seller and Purchaser, but excluding any Damages arising solely from the negligence or willful misconduct of the Purchaser. The covenants contained in this paragraph shall survive the termination of this Agreement. If any third party claim is made against the Purchaser that, if sustained, would give rise to indemnification liability of the Seller under this Agreement, the Purchaser shall promptly cause notice of the claim to be delivered to the Seller and shall afford the Seller and its counsel, at the Seller's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

**ARTICLE II**  
**CLOSING AND PURCHASE PRICE**

1. The transactions contemplated by this Agreement will be closed at the offices of Harrison Sale McCloy on or before ten business days after Purchaser's delivery of the Acceptance to Seller, or such other place and time as are mutually convenient (the "Closing").
2. The Purchase Price to be paid at Closing is ONE HUNDRED DOLLARS (\$100).
3. The following documents will be executed and delivered at Closing.
  - (a) Delivery by Seller of a Warranty Deed to Purchaser, in substantially the form attached as Exhibit B, conveying title to the Real Property and any interest therein conveyed after acquired by Seller free of all claims, liens, and encumbrances, other than Permitted Encumbrances.
  - (b) Delivery by Seller of a Bill of Sale to Purchaser, in substantially the form attached as Exhibit C, conveying title to the remaining Assets free of all claims, liens, and encumbrances, other than Permitted Encumbrances.
  - (c) Delivery by Seller of an assignment to Purchaser of all Seller's right, title and interest in all Easements to which Seller is privately entitled regardless of the nature and extent of Seller's title, in substantially the form attached as Exhibit D, conveying Seller's title free of all claims, liens and encumbrances, other than Permitted Encumbrances.
  - (d) Execution and delivery by Seller and Purchaser of a Closing Statement reflecting the Purchase Price, all debits and credits thereto, and identifying the respective amounts due from all parties and the net amount to Seller; together with a re-proration agreement if necessary.
  - (e) Seller's delivery to the Purchaser of a certificate, or update thereto, addressed to the Purchaser which reaffirms the representations and warranties of Seller set forth in Article III hereof.
  - (f) Seller's delivery to Purchaser of a complete and current active customer list including service and billing addresses, and an account ledger for each customer.

4. Seller and Purchaser agree to the following proration and apportionment of costs associated with this Agreement:
  - (a) All documentary stamp taxes, if required, on the deeds of conveyance of the real property included in the Assets shall be split evenly between Seller and Purchaser.
  - (b) All bills for services, materials and supplies rendered in connection with the operation of the Lake Powell Systems for periods prior to Closing, including but not limited to electricity for a period up to and including the date of Closing, shall be paid by Seller, and thereafter, paid by Purchaser.
  - (c) Seller shall provide to Purchaser a \$150 deposit for each active customer in Seller's system, to be used as a deposit in accordance with Purchaser's policies. Subsequent to Seller's provision to Purchaser of this deposit amount, the balance of any and all refundable customer deposits remaining in Seller's possession shall be returned by the Seller to its customers within sixty (60) days after Closing, less any outstanding account balances due and owing to Seller from said Customers. Purchaser shall not be responsible for or accept responsibility to refund any deposits, nor will Purchaser have any obligation to collect any amounts due the Seller from any customer prior to Closing. Thereafter all collection efforts for any disputed or unpaid balances due Seller prior to Closing shall be the sole responsibility of Seller.
5. Each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing. In the event of any litigation concerning specific performance as provided for or arising under this Agreement or the escrow contemplated in this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation of both the trial and appellate levels.
6. At the Closing and from time to time thereafter, Seller shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action as Purchaser may reasonably request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Assets (including any rights or interests

after acquired), to confirm the title of any real or personal property conveyed hereunder in the Purchaser and to assist Purchaser in exercising rights with respect thereto. This covenant shall survive Closing.

**ARTICLE III**  
**REPRESENTATIONS BY SELLER**

Seller represents and warrants to Purchaser that:

1. Seller is a Florida unit of special-purpose local government that is authorized pursuant to Chapter 190, Florida Statutes and is duly organized, validly existing and in good standing under the laws of the State of Florida. Seller has all requisite corporate power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.
2. At Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller in conformance with applicable law.
3. This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement, will constitute when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.
4. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the organizational documents or by-Laws of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.
5. Seller will at the Closing transfer all of Seller's right, title and interest in and to the Assets, free and clear of all liens and encumbrances other than the Permitted Encumbrances.
6. That each physical Asset used or useful in the operation of the Lake Powell Systems lies within, under or upon real property in which Seller has the unencumbered, free and perpetual right to maintain, access, repair, replace or expand the Asset either by virtue of an easement, dedication or fee title.

7. That the Seller owns or enjoys all rights, title and interests in real property needed or useful for the operation of the Lake Powell Systems as they have been used and operated by Seller, and that all of those rights, titles and interests are either transferable to Purchaser or after Closing will by operation of law be enjoyed by Purchaser.
8. Sections 5 and 6 of the Disclosure Schedule sets forth all contracts and agreements, oral or written, relating to the Lake Powell Systems to which the Seller is a party or pursuant to which any of the Assets are subject.
9. Except as provided in Section 7 of the Disclosure Schedule, there are no actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Lake Powell Systems or any of the Assets or the Seller's right and ability to make and perform this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller has not received any notice that it is in default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Lake Powell Systems or any of the Assets. Conversely, except as provided in Section 7 of the Disclosure Schedule, Seller is not maintaining any suit or action against any entity for any cause related to the Assets or the Lake Power Systems, and Seller is not aware of any facts which to its knowledge would support such a suit or action.
10. Seller will cooperate fully with Purchaser in any and all applications or petitions to public authorities reasonably deemed necessary or desirable by the parties, or as required by law, in connection with the purchase and sale of the Lake Powell Systems from Seller as contemplated herein.
11. Seller has not received from and there are no prepaid rates, fees or charges, including deferred standby capacity or connection or similar charges paid by previous owners of property or customers of the Lake Powell Systems, or any other obligation or agreement that would give rise to a claim for service without payment to the Purchaser after the Date of Closing.
12. Seller has not been notified of any facts by reason of which the title to or possession of the Assets might be disputed or questioned.

13. No proceedings in bankruptcy or receivership have ever been instituted by or, to Seller's knowledge, instituted against Seller and no assignment for the benefit of creditors has been made.
14. There is no State or Federal Court Judgment or tax lien; or, any other lien of any kind or nature whatsoever which now constitutes a lien or charge upon Assets which will survive Closing, other than the Permitted Encumbrances.
15. There are no tenancies or leases on the Real Property which will survive Closing.
16. Seller has not received notice of any threatened or outstanding claim of any nature which will survive Closing and affect the Assets or the Real Property.
17. There are no unpaid bills or claims for labor, services performed, or material furnished or delivered during the last twelve months for alterations, repair work or new construction on the Assets or the Real Property.
18. There is no contract for the making of repairs or improvements on the Assets or Real Property.
19. There are no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases not otherwise disclosed in this Agreement, other than the Permitted Encumbrances.
20. Other than any real or personal property taxes the payoff of which will be escrowed at Closing, Seller has not been notified of any matters pending against the Seller that could give rise to a lien that would attach to the Assets, including the Real Property, or cause a loss of title or impair the title thereof between execution of this Agreement and Closing. The Seller has not and will not execute any instrument which would adversely affect the title or interest of same to be conveyed under this Agreement.
21. No "Notice of Commencement" has been recorded which pertains to the Assets or the specific real property to be conveyed, and Seller has not been notified of any unrecorded labor, mechanics, or materialmen liens.
22. All representations and warranties provided by Seller under this Agreement shall survive the Closing for a period of five (5) years and then terminate; provided, however, that the termination of representations and warranties hereunder shall not foreclose any claim which has been specifically identified and made by Purchaser to Seller in writing within such five (5) year period.

**ARTICLE IV**  
**REPRESENTATIONS BY PURCHASER**

Purchaser represents and warrants to Seller that:

1. Purchaser is a municipal corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Purchaser has all requisite corporate power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.
2. The consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Purchaser.
3. This Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Agreement, will constitute when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.
4. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, the Charter of the Purchaser, nor any indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.
5. Purchaser, as a governmental authority, is by law exempt from regulation of its municipal utility operations by the Bay County Utility Regulatory Authority.

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**ARTICLE V**  
**CONDITIONS PRECEDENT TO CLOSING**

The obligation of the parties to close the transactions contemplated by this Agreement is subject to the following conditions precedent (which may be waived only by the party that is the intended beneficiary of said conditions):

1. Neither Party is prohibited by decree or law from consummating the transaction.
2. There is not pending on the Closing Date any legal action or proceeding that seeks to prohibit: (i) the purchase or sale of the Assets; (ii) Purchaser or Seller from closing the

transaction; or (iii) Purchaser from paying the Purchase Price or causing the Purchase Price to be paid in full.

3. Seller and Purchaser shall each have performed all of their respective undertakings required to be performed under the terms of this Agreement.
4. All warranties and representations of the other party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.
5. All of the actions, delivery of instruments, payments and contributions in Article II hereof have occurred as of the Closing Date.

**ARTICLE VI**  
**TERMINATION OF THIS AGREEMENT**

1. This Agreement may be terminated by mutual written consent of the parties or as specifically set forth in this agreement.
2. Either party (hereinafter referred to as the "Terminating Party") may in writing to the other party terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:
  - (a) The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Article V and intended for Terminating Party's benefit.
  - (b) Any material breach of this Agreement by the other party, including, but not limited to, a material breach of any representation or warranty, if other party has not cured such breach within 30 days after notice from Terminating Party, provided, however, such breach must in any event be cured prior to the date of Closing unless the date for cure has been extended by the Terminating Party.

**ARTICLE VII**  
**GENERAL**

1. This Agreement, together with the Disclosure Schedule and Exhibits attached hereto, constitute the entire agreement among the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, with respect to the subject matter hereof. This Agreement may be executed in



any number of counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same document.

2. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both Seller and Purchaser. No waiver of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party giving such waiver. No waiver by any party with respect to any default, misrepresentation or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
3. Any notice required to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation, addressed as follows:

If to Purchaser: Mario Gisbert, City Manager  
City of Panama City Beach  
110 S. Arnold Road  
Panama City Beach, FL 32413

Copy: Amy Myers, City Attorney  
Harrison Sale McCloy  
304 Magnolia Avenue  
Panama City, Florida 32401

If to Seller: Craig Wrathell, District Manager  
Lake Powell Residential Golf Community Development District  
2300 Glades Road, Suite 410, Boca Raton, FL 33431

Copy: Michael S. Burke, District Counsel  
Burke Blue  
16215 Panama City Beach Parkway  
Panama City Beach, FL 32413

4. The Disclosure Schedule and Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference. In the event of any conflict between the terms of this Agreement and the terms of Disclosure Schedule, the terms of the Agreement will control. In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement will control.

5. Notwithstanding anything to the contrary herein or any interpretation to the contrary, Purchaser acknowledges and agrees that it is neither the intent of the parties, nor shall the Purchaser be deemed to in any manner have waived any sovereign immunity or agreed to the contracting away of any police power as a result of this or any other agreement or instrument resulting from this Agreement, or by undertaking to act pursuant to this Agreement.
6. The headings used herein are for convenience only, and they shall be disregarded in the construction of this Agreement.
7. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
8. This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party hereto.
9. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.
10. This Agreement shall be governed by the laws of the State of Florida. In the event of a dispute, the parties waive any trial by jury and expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State of Florida, whether State or Federal, and further agree that venue shall lie in Bay County, Florida.
11. At all times prior to and through the time of Closing, Seller shall self-insure or maintain adequate fire and extended comprehensive general insurance coverage for the cost of any replacement or repairs to the Purchased Assets that may be required as a result of casualty damage. The risk of loss until Closing is upon Seller. The risk of loss after Closing is upon Purchaser.

**Signatures upon pages following.**

**IN WITNESS WHEREOF**, the Seller has caused these presents to be executed in its name on the date below to become effective on the Effective Date first above defined.

[SEAL]

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT,**  
a Florida unit of special-purpose local government  
pursuant to Chapter 190, Florida Statutes

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

APPROVED:

\_\_\_\_\_

Name: \_\_\_\_\_  
District Engineer

APPROVED AS TO FORM

\_\_\_\_\_  
Michael S. Burke, District Counsel

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_  
District Clerk or Secretary

**IN WITNESS WHEREOF**, the Purchaser has caused these presents to be executed in its name on the date below, to become effective on the Effective Date first above defined.

**CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida

[SEAL]

By: \_\_\_\_\_  
Mario Gisbert, City Manager

Date: \_\_\_\_\_, 2016

APPROVED:

\_\_\_\_\_  
Al Shortt, P.E., Utilities Director

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
Diane Fowler, City Clerk

**EXHIBIT A  
DISCLOSURE SCHEDULE**

- Section 1:**           **Personalty and Fixtures**  
                          **See Exhibit A-1 attached hereto**
- Section 2:**           **Real Property**  
                          **See Exhibit A-2 attached hereto**
- Section 3:**           **Easements**  
                          **See Exhibit A-3 attached hereto**
- Section 4:**           **Permits**  
                          **FDEP Drinking Water Permit #1034146**
- Section 5:**           **Assumed Contracts**  
                          **None**
- Section 6:**           **Un-Assumed Contracts (to be cancelled)**  
                          **None**
- Section 7:**           **The Improvements (to be constructed)**  
                          **See Exhibit A-7 attached hereto — *Not Attached***
- Section 8:**           **Seller Litigation**  
                          **Panhandle Engineering Inc. v Lake Powell Residential Golf  
Community Development District, Bay County Case Number  
14-001168-CA.**

**In 2014, Panhandle Engineering, Inc., the former engineer for the Lake Powell Residential Golf CDD, filed a lawsuit alleging that it is owed \$352,792.00 in fees and or costs during the term of its 13 year contract with the CDD. The CDD denies any liability for the fees and costs because the fees and costs were never billed to the CDD during the 13 year term of its contract until the final bill when Panhandle Engineering, Inc. resigned as the CDD Engineer. The CDD has filed an Answer and Affirmative Defenses and Panhandle Engineering, Inc. filed its Reply.**

A-1

DESCRIPTION	Model	Code	Year	Condition	Quantity	Cost	Total
Water Utility							
Meter 6" check valve assembly	Sensus			used	1	\$ 3,000.00	\$ 3,000.00
2" meters	Sensus			new	2	\$ 650.00	\$ 1,300.00
Sensor holders	Sensus			new	9	\$ 8.15	\$ 73.35
1" SR 2	SR2			new	2	\$ -	\$ -
1"	ipearl			new	0	\$ 175.87	\$ -
3/4-5/8"	ipearl			new	20	\$ 118.80	\$ 2,376.00
3/4" SR 2	SR2			new	1	\$ -	\$ -
Meter Boxes with lids	large			new	15	\$ 14.55	\$ 218.25
Meter box / with lid	Jumbo			new	1	\$ 40.00	\$ 40.00
10" back flow				used	1	\$ 6,000.00	\$ 6,000.00
1" RPZ (reduced pressure zone)				new	1	\$ 185.00	\$ 185.00
Eclipse Sampling Station	88	N/A	2002	good	4	\$ 798.00	\$ 3,192.00
Water Meter Installation etc.							
1" cts to 1" pipe adapter				new	5	\$ 9.03	\$ 45.15
1" ctsxcurbstop				new	6	\$ 26.87	\$ 161.22
1" cts coupling				new	18	\$ 15.53	\$ 279.54
1" cts curbstop	B43-444W6NL			new	8	\$ 35.76	\$ 286.08
1" ctsxfpt				new	1	\$ 12.78	\$ 12.78
1" dual check (meter)	HHs31-344			new	24	\$ 63.13	\$ 1,515.12
1" ctsxmpt				new	15	\$ 9.03	\$ 135.45
1" ss inserts				new	50	\$ 1.75	\$ 87.50
3/4" dual check	DCHH531-323-NL			new	37	\$ 60.65	\$ 2,244.05
3/4" cts corp.				new	13	\$ 65.85	\$ 856.05
4" tapping saddle				new	4	\$ 22.83	\$ 91.32
6" tapping saddle				new	5	\$ 20.72	\$ 103.60
1" ctsx3/4" "y"				new	4	\$ 10.30	\$ 41.20
2" curbstop-cts				new	10	\$ 26.97	\$ 269.70

2" CTS/ brass	13	\$	32.90	\$	427.70
2" fpt curbstops	2	\$	20.85	\$	41.70
2" ss insert	26	\$	2.50	\$	65.00
Fire Hydrant					
Nozzel	1	\$	134.00	\$	134.00
Nozzel	2	\$	23.95	\$	47.90
Adapter	1	\$	40.95	\$	40.95
Adapter	1	\$	172.95	\$	172.95
Adapter	1	\$	40.95	\$	40.95
Adapter	1	\$	83.95	\$	83.95
Adapter	1	\$	32.98	\$	32.98
Service kit AD	2			\$	-
FHWrench	1	\$	27.95	\$	27.95
Traffic kit	1	\$	383.95	\$	383.95
Fire Hydrant	3	\$	2,000.00	\$	6,000.00
Fire Hydrant Caps 2.5	4	\$	49.51	\$	198.04
		\$	61.95		
4.5					
Fittings					
Misc pvc fittings	1	\$	50.00	\$	50.00
Plastic hose bib	3	\$	4.82	\$	14.46
Galvanized					
2" galvanized 90	32	\$	11.64	\$	372.48
2"x6" galvanized nip	8	\$	6.89	\$	55.12
2" union galvanized	7	\$	13.29	\$	93.03
2" galvanized cls nip	13	\$	2.95	\$	38.35
2" x 3' galvanized nip	6	\$	18.53	\$	111.18
2"x2' galvanized nip	2	\$	16.95	\$	33.90
2"x12" galvanized nip	2	\$	4.61	\$	9.22
2"x cls galvanized nip	13	\$	2.84	\$	36.92
1" galvanized	12	\$	3.95	\$	47.40
1" galvanized union	7	\$	11.60	\$	81.20

DESCRIPTION	Model	Code	Year	Condition	Quantity	Cost	Total
2" brass	Unions				10	\$ 41.15	\$ 411.50
2" brass	12" nip				11	\$ -	\$ -
2" brass	6" nip				6	\$ 18.65	\$ 111.90
2" brass	2" nip				9	\$ -	\$ -
2" brass	cls				28	\$ 1.55	\$ 43.40
Hose bib	3/4"				19	\$ 9.85	\$ 187.15
Vaccum breaker hose	3/4"	box		new	6	\$ -	\$ -
Vaccum breaker hose	3/4"	loose		new	3	\$ -	\$ -
1" Brass	6" nip				5	\$ 7.15	\$ 35.75
1" Brass	90				4	\$ 14.80	\$ 59.20
1" Brass						\$ -	\$ -
Bushing	1 1/2 by 1"				4	\$ -	\$ -
Bushing nl	1 by 3/4"				7	\$ 3.35	\$ 23.45
Megalug / bolt kit	6"				1	\$ 28.92	\$ 28.92
2"x 2'	24" nip			new	2	\$ -	\$ -
Repair clamp F4-73-125	4.45-4.73				2	\$ 76.86	\$ 153.72
Repair clamp F1-696-125	6.56-6.96				1	\$ 82.21	\$ 82.21
Repair clamp	2"				1	\$ 59.97	\$ 59.97
Locate wire	green				1	\$ 165.00	\$ 165.00
DESCRIPTION	Model	Code	Year	Condition	Quantity	Cost	Total
Alrm horn	Cooper wheel lock			New	1	\$ -	\$ -
Red light				new	2	\$ -	\$ -
Check valve arm				new	4	\$ -	\$ -
Breaker				used	2	\$ -	\$ -
Square D 40 amp breaker				New	2	\$ -	\$ -
Square D 100 amp breaker				New	2	\$ -	\$ -
200 powerlite fitting	adir200 amp			new	8	\$ -	\$ -
mounting box powerlite	aja620			new	8	\$ -	\$ -
	1244B			new	3	\$ -	\$ -

Electrical



	D3pf3aa-a2-11		new	2		\$		
		11801	new	2		\$		
			old	13		\$		
	8501kprp14014		new	1		\$		
	D3pf3aa-a2-11		new	2		\$		
	850kp13p14014		new	5		\$		
	3-41541006a	d3rf3t	new	6		\$		
	3-41540003a	d3rf2a	new	6		\$		
Electrical								
	Assorted fuses (loose)		new	19		\$		
	Fuse	5a-250v otm5	new	10		\$		
		14-403212	new	2		\$		
	Pump Motor Relays		new	5		\$		
	vfd portable and case		new	1		\$		
	Lift station panel Stainless steel(Flyght)		used	1		\$		
	Flyght	14-403212	new	3		\$		
	Flyght	14-403214	new	1		\$		
	Flyght	14-407129	new	1		\$		
	Flyght	14-403186	new	1		\$		
	Alternating Relays		new	3		\$		
	box lift statio light bulbs		new	1		\$		
	Flyght base elbows		new	2		\$		
	Manhole lids and rings		new	2		\$		
	Flyght pump 460/230		new	1		\$		
	Flyght mix/flush assembly		rebuilit	1		\$		
Equipment								
	Hydrant guage and case		new	1	\$	121.95	\$	121.95
	Hydrant pito and case		good	1	\$	615.00	\$	615.00
	Huskevarna demo saw	05-1500088	good	1		\$		-
	Bailer		used	1	\$	49.00	\$	49.00
	1" tubbing crimper		used	2		\$		-
	2" tubbing crimper		new	1		\$		-

Pipe wrench	Reed 14 alum.				1	\$	50.95	\$	50.95	\$	50.95
Channellock pliers	Channellock lg.				1	\$	-	\$	-	\$	-
Channellock pliers	Channellock med.				1	\$	-	\$	-	\$	-
Tubbing cutters					3	\$	9.99	\$	29.97	\$	29.97
Pipe horn 800 locator					1	\$	3,000.00	\$	3,000.00	\$	3,000.00
Tapcon AG3 survey kit					1	\$	-	\$	-	\$	-
Pressure guage 0-100 hose adapter					1	\$	10.00	\$	10.00	\$	10.00
metrotech locator	model 510		4495		1	\$	-	\$	-	\$	-
Fischer metal detector	m-97		10128896		1	\$	544.95	\$	544.95	\$	544.95
Through bolt ratchet					1	\$	94.95	\$	94.95	\$	94.95
Through bolt socket set / ratchet					1	\$	150.00	\$	150.00	\$	150.00
<b>Meter Reading equipment</b>											
<b>Sensus</b>											
AR4005	4005-SD-98956A				1	\$	-	\$	-	\$	-
AR4001	4001-SD-94572A				1	\$	-	\$	-	\$	-
Wand and pit probe	93359A				1	\$	-	\$	-	\$	-
Plam reader					1	\$	195.00	\$	195.00	\$	195.00
Hockey puck					1	\$	-	\$	-	\$	-
AR5501 hand reader					1	\$	-	\$	-	\$	-
AR 5501 docking station					1	\$	-	\$	-	\$	-
Mj collar	8"				1	\$	28.92	\$	28.92	\$	28.92
Mj 90	6"				1	\$	-	\$	-	\$	-
Mj sleeve	6"				1	\$	-	\$	-	\$	-
Mj "L"	6"				5	\$	-	\$	-	\$	-
Valve	6"				6	\$	356.00	\$	2,136.00	\$	2,136.00
Valve stack lids					9	\$	12.00	\$	108.00	\$	108.00
Valve stack risers					8	\$	28.00	\$	224.00	\$	224.00
Valve stack conc. Ring					7	\$	11.00	\$	77.00	\$	77.00
Locate paint	blue					\$	3.45	\$	-	\$	-
	green					\$	3.45	\$	-	\$	-
	white					\$	3.45	\$	-	\$	-
Locate flags	blue				100	\$	0.08	\$	8.00	\$	8.00

green  
white

new  
new

100  
100

\$ \$

0.08 \$

8.00  
8.00

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\$ 39,976.50

**Comments**

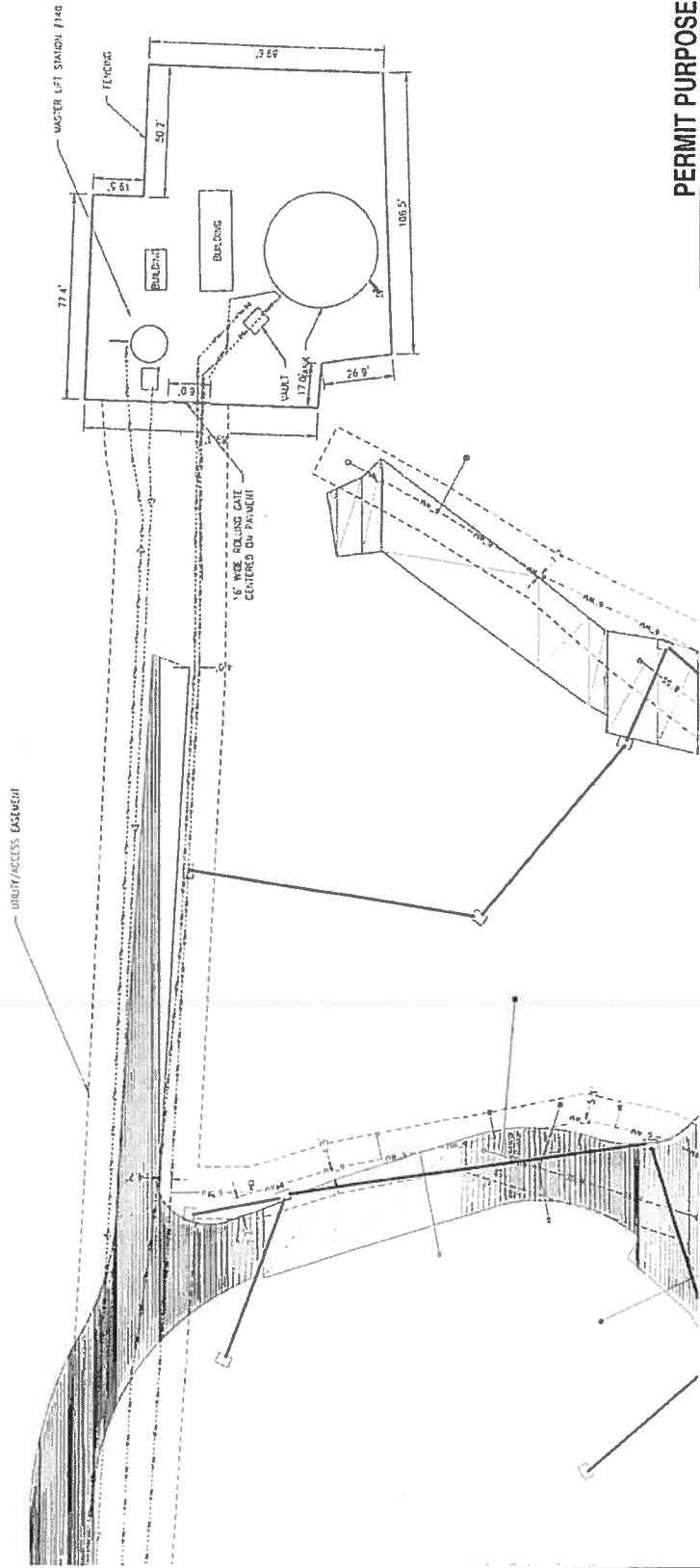
never installed



installed

**Comments**

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**PERMIT PURPOSES ONLY**

SITE LAYOUT PLAN  
LAKE POWELL RESIDENTIAL GOLF CDD  
LIFT STATION SITE PLAN

SAY COUNTY

DATE	DESCRIPTION

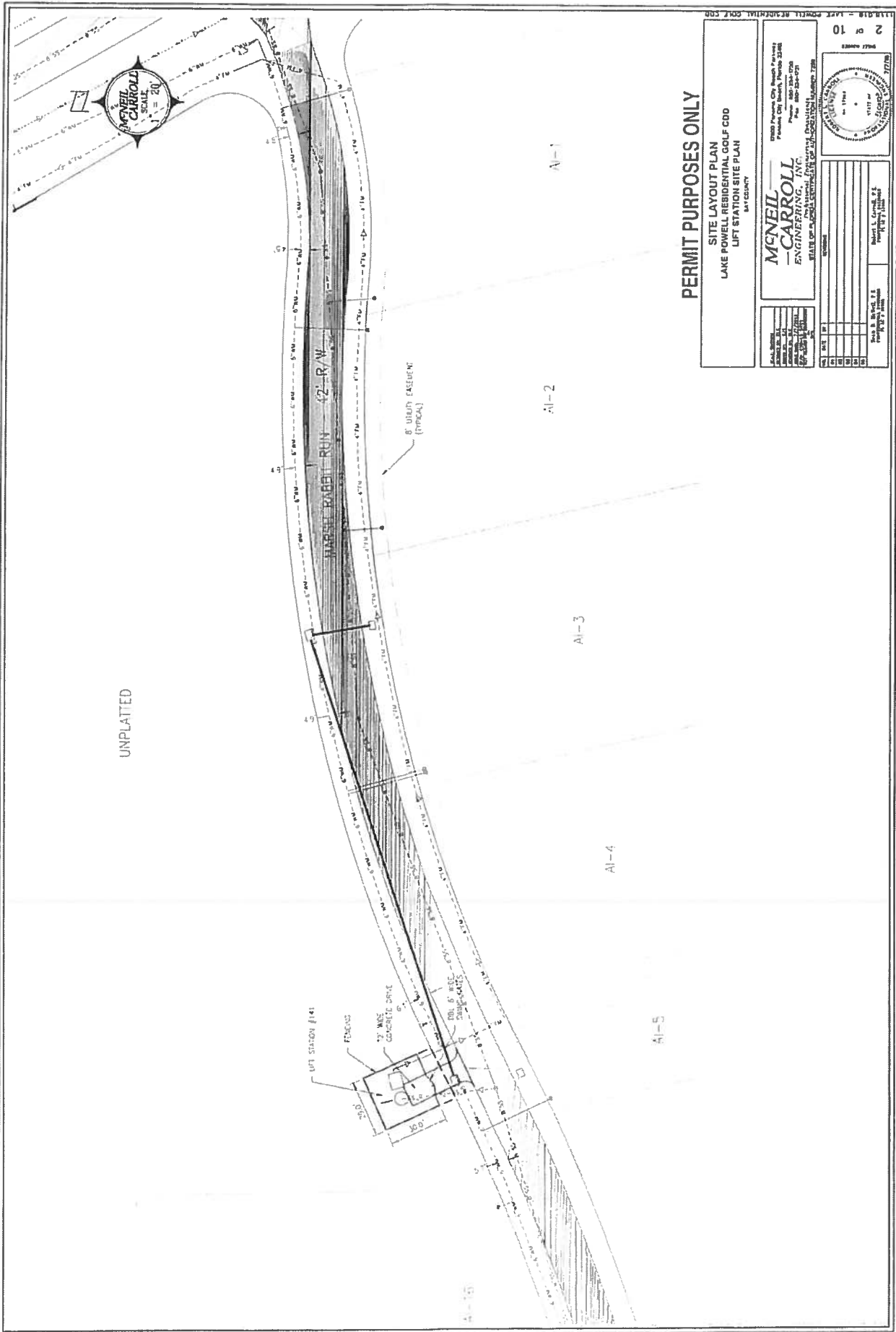
**McNEIL CARROLL**  
ENGINEERING, INC.  
STATE OF CALIFORNIA LICENSE NO. 44366  
17500 Parkwood City Branch Parkway  
Parkwood City Branch, Phoenix 32942  
Phone: 480-334-0272  
Fax: 480-334-0273  
www.mcarroll.com



NO.	DATE	BY	REVISION

Robert L. Carroll, P.E.  
Professional Engineer  
No. 44366  
Exp. 08/2017

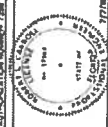
A-2



**PERMIT PURPOSES ONLY**

SITE LAYOUT PLAN  
 LAKE POWELL RESIDENTIAL GOLF CDD  
 LIFT STATION SITE PLAN  
 1st COUNTY

**McNEIL  
 -CARROLL  
 ENGINEERING, INC.**  
 STATE OF ARIZONA REGISTERED PROFESSIONAL ENGINEERS  
 1700 Phoenix City Beach Parkway  
 Phoenix, AZ 85024  
 Phone: 602-998-2700  
 Fax: 602-998-2701



DATE: 11/11/11  
 DRAWN BY: M. L. CARROLL  
 CHECKED BY: M. L. CARROLL

NO.	DATE	BY	DESCRIPTION
1	11/11/11	M. L. CARROLL	ISSUED FOR PERMIT

PROJECT: LAKE POWELL RESIDENTIAL GOLF CDD  
 LIFT STATION SITE PLAN  
 1st COUNTY

SCALE: AS SHOWN  
 1" = 20'

UNPLATTED

A1-1

A1-2

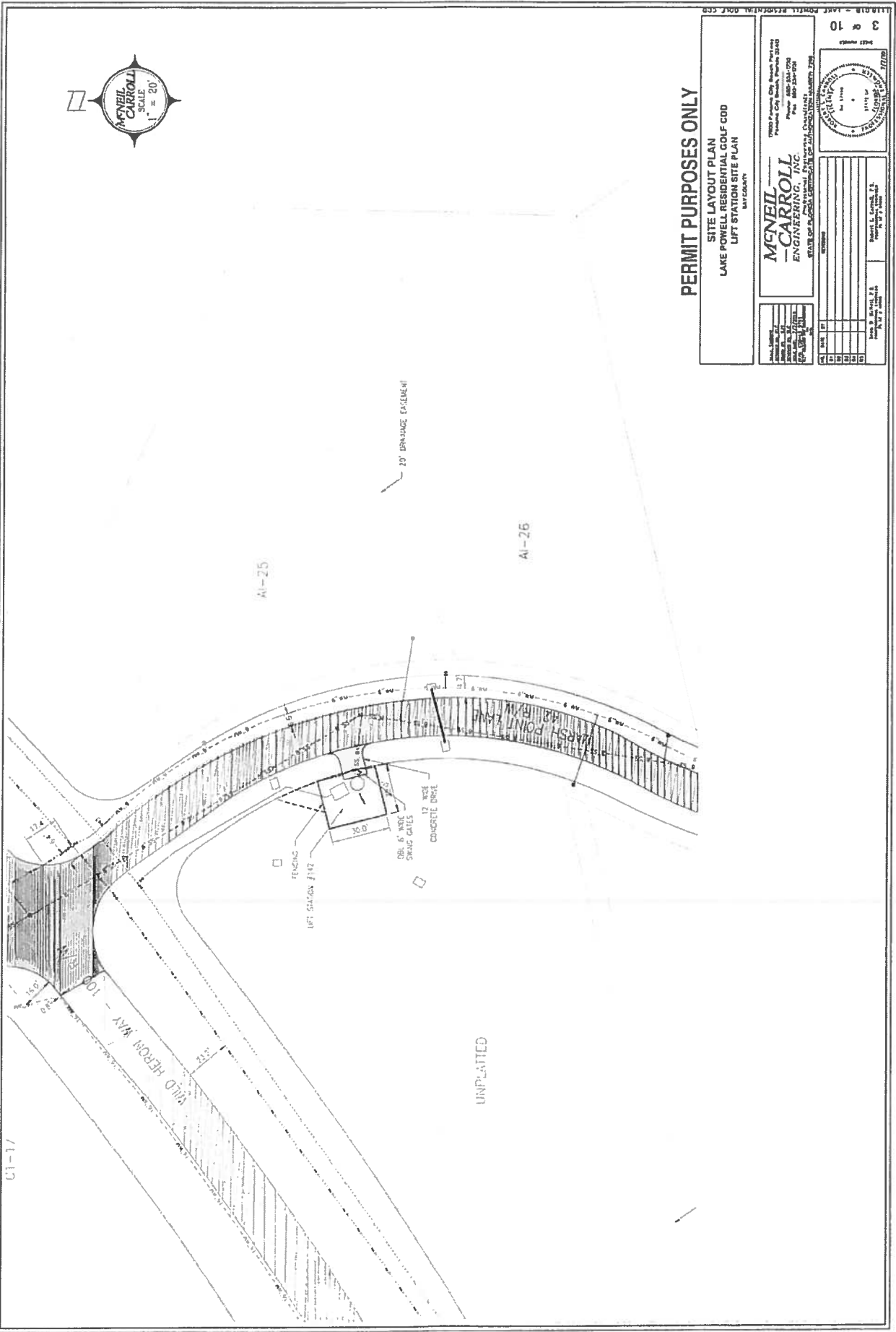
A1-3

A1-4

A1-5

4-10

1118.018 - LIFT STATION RESIDENTIAL GOLF CDD



**PERMIT PURPOSES ONLY**

SITE LAYOUT PLAN  
 LAKE POWELL RESIDENTIAL GOLF CLUB  
 LIFT STATION SITE PLAN  
 SURVEYOR

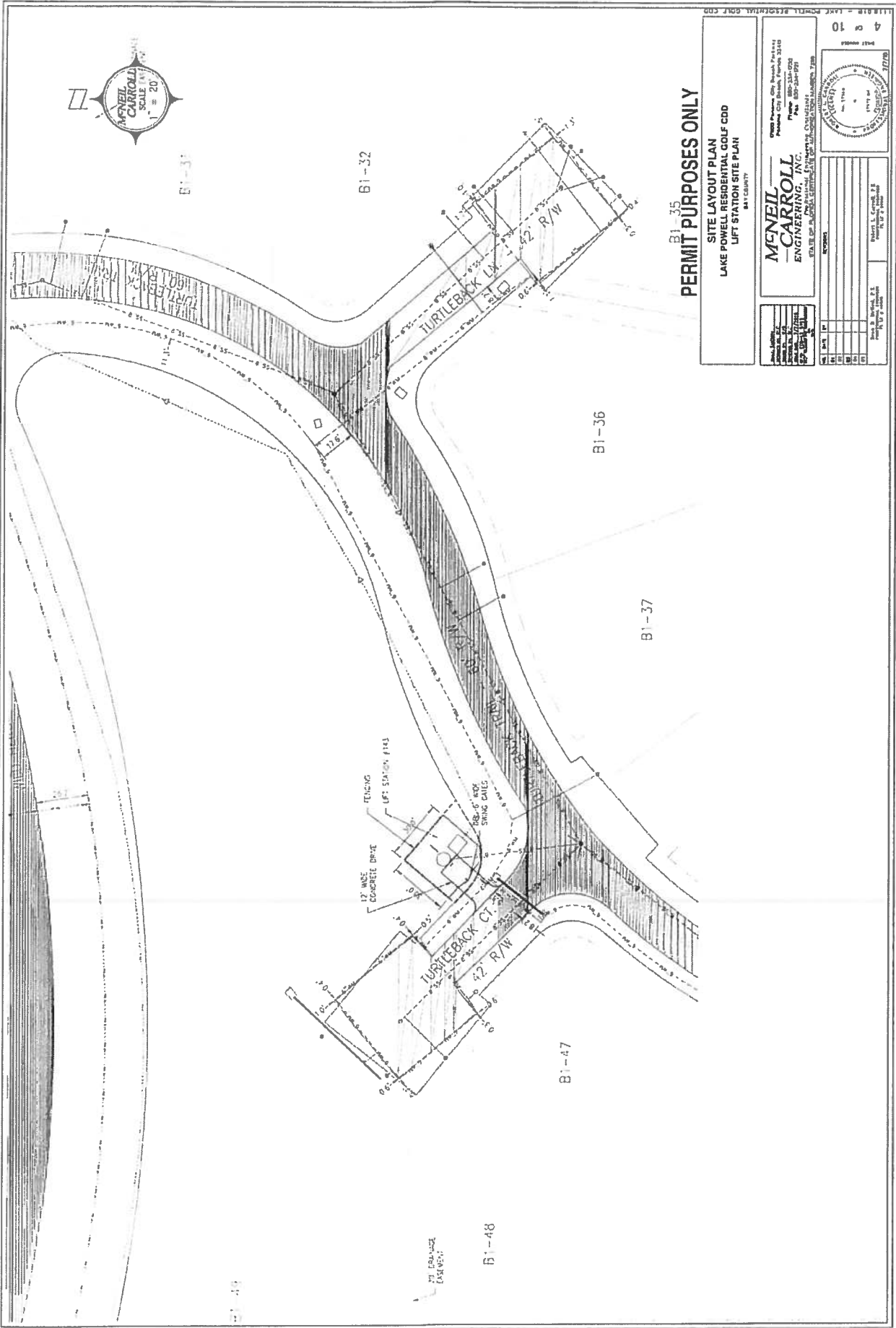
**McNEIL-CARROLL ENGINEERING, INC.**  
 1000 E. Powell, City, Utah, Permit No. 201503  
 1000 E. Powell, City, Utah, Permit No. 201503  
 1000 E. Powell, City, Utah, Permit No. 201503  
 1000 E. Powell, City, Utah, Permit No. 201503



NO.	DATE	DESCRIPTION
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UNPLATTED





LIB 101 - LAK POWELL RESIDENTIAL GOLF CDD

4 of 10  
PLOT NUMBER

**PERMIT PURPOSES ONLY**

SITE LAYOUT PLAN  
LAKE POWELL RESIDENTIAL GOLF CDD  
LIFT STATION SITE PLAN  
BAY COUNTY

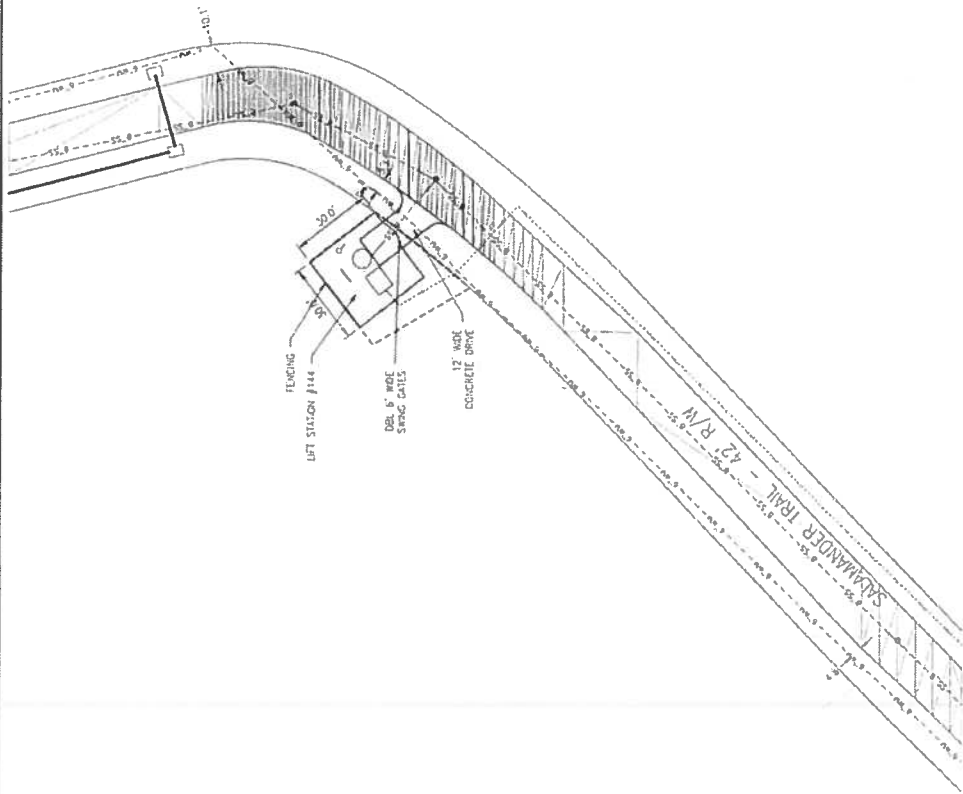
**McNEIL CARROLL ENGINEERING, INC.**  
ENGINEERING, INC.  
STATE OF ARIZONA REGISTERED PROFESSIONAL ENGINEERS, LICENSE NO. 1708

2000 Phoenix City Beach Parkway  
Phoenix City Beach, Phoenix 85110  
Phone: 602-241-9777  
Fax: 602-241-9777

Project: B. B. Powell, A.R.  
R/S: P. Miller

DATE: 11/14/14

NO.	DATE	BY	DESCRIPTION



**PERMIT PURPOSES ONLY**

SITE LAYOUT PLAN  
LAKE POWELL RESIDENTIAL GOLF CDD  
LIFT STATION SITE PLAN  
BY DRAWING

**MENEIL  
CARROLL  
ENGINEERS INC.**  
STATE OF GEORGIA LICENSE NO. 14125-EXP. 12/31/23

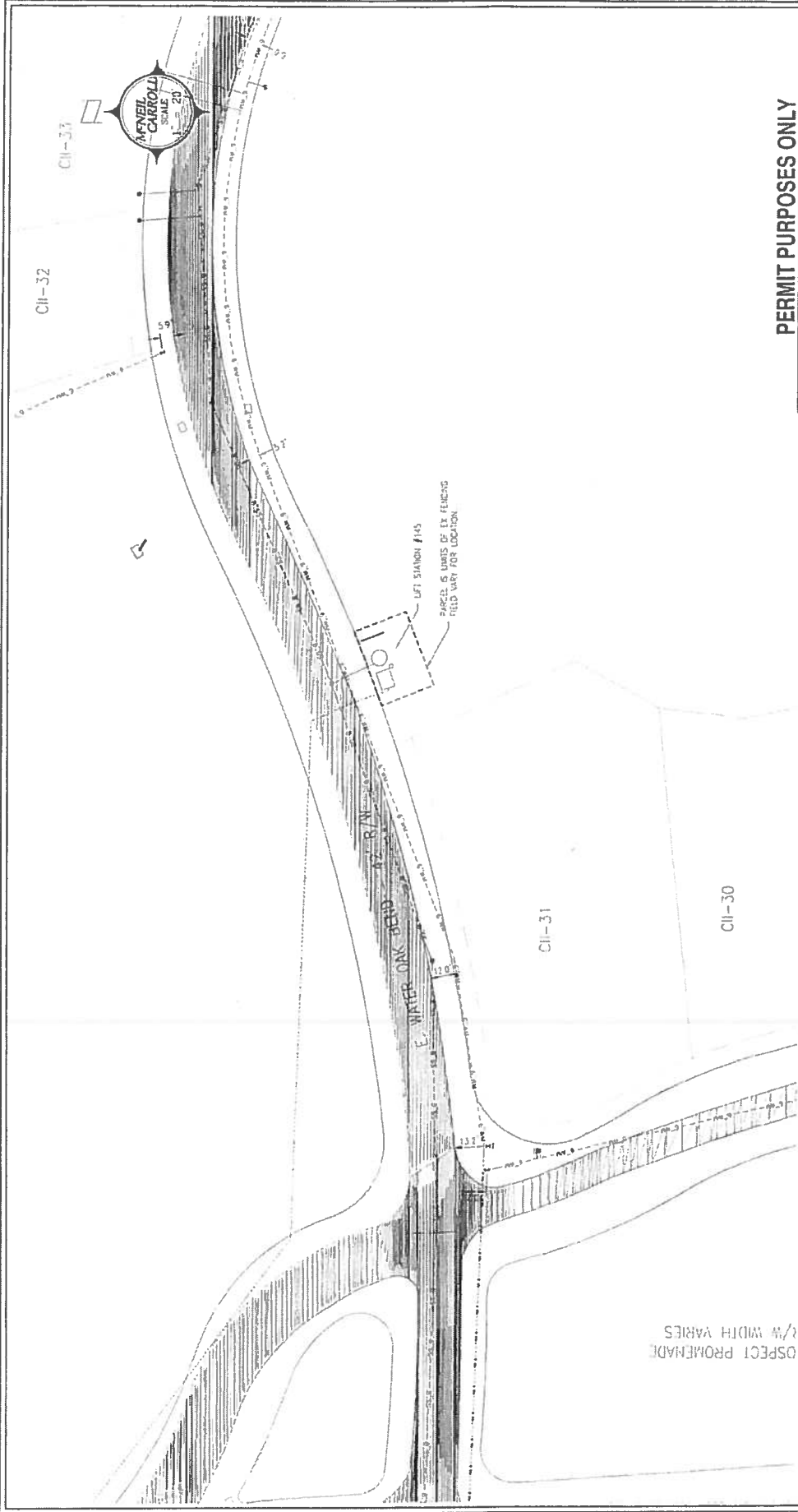
27020 Peachtree City Branch Parkway  
Peachtree City, Georgia 30149  
Phone: 770-336-7777  
Fax: 770-336-7778

Project: L. Carroll, J.F.  
Professional Engineer  
No. 14125-EXP. 12/31/23



NO.	DATE	REVISION

DXI-14  
DXI-15  
DXI-16  
INSURANCE  
EXEMPTION  
REC. 02



**PERMIT PURPOSES ONLY**

SITE LAYOUT PLAN  
 LAKE POWELL RESIDENTIAL GOLF CDD  
 LIFT STATION SITE PLAN  
 DATE: 08/20/20

**MCNEIL  
 CARROLL**  
 ENGINEERING, INC.  
 STATE OF UTAH PROFESSIONAL ENGINEERING LICENSE #12788

2700 Provo Park Blvd, Provo, UT 84601  
 Provo, UT 84601  
 Phone: 801-734-2727  
 Fax: 801-734-2728



NO.	DATE	BY	DESCRIPTION

6 of 10  
 SHEET NUMBER

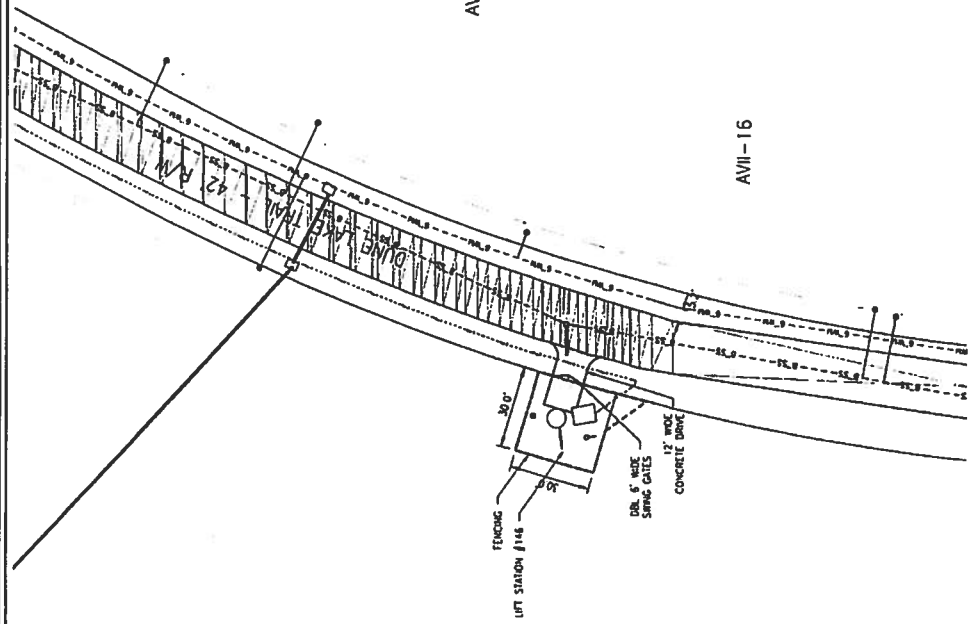
1118 018 - LIFT STATION RESIDENTIAL GOLF CDD



AVII-18

AVII-17

AVII-16



**PERMIT PURPOSES ONLY**

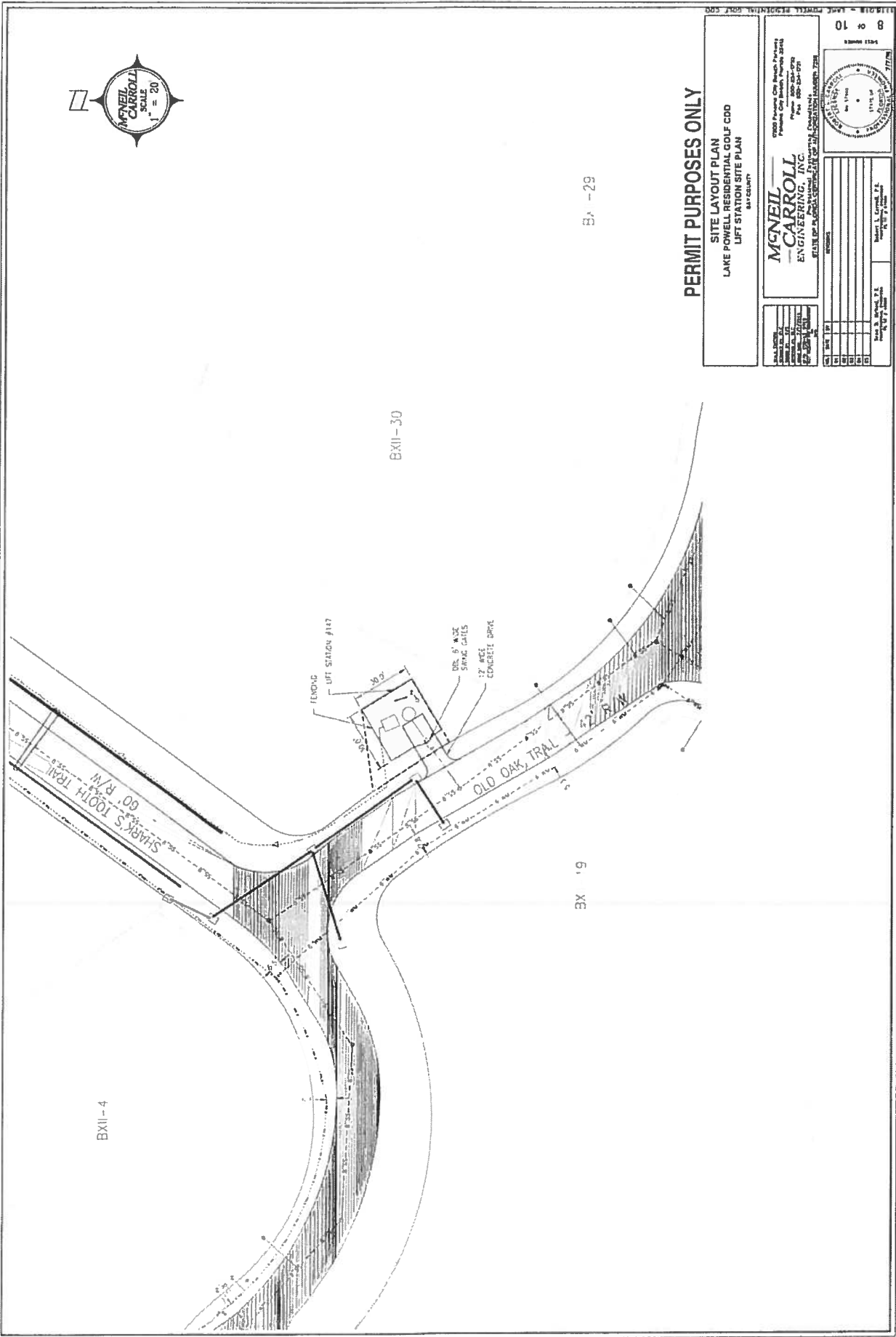
SITE LAYOUT PLAN  
LAKE POWELL RESIDENTIAL GOLF CDD  
LIFT STATION SITE PLAN  
for context

DATE	DESCRIPTION

**McNEIL-CARROLL**  
ENGINEERING, INC.  
Professional Engineering, Consulting, Surveying  
STATE OF CALIFORNIA LICENSE NO. 44882-0001  
10000 Powell Blvd. Suite 200  
Powell, CA 95562  
Phone: 530-222-2222  
Fax: 530-222-2222  
www.mcnail-carroll.com



DATE	DESCRIPTION



**PERMIT PURPOSES ONLY**

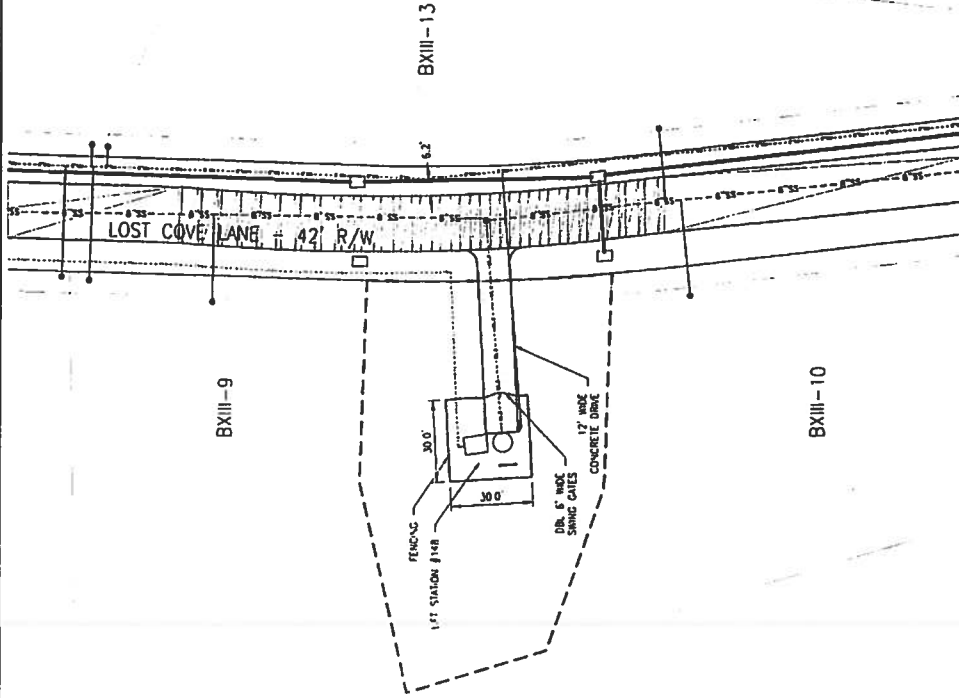
SITE LAYOUT PLAN  
LAKE POWELL RESIDENTIAL GOLF CDD  
LIFT STATION SITE PLAN  
3/15/2019

**McNEIL CARROLL**  
ENGINEERING, INC.  
STATE OF ARIZONA  
Professional Engineer License No. 27281

6700 Broadway City Beach, Phoenix  
Professional Engineer License No. 27281  
Phone: 602-944-0791 Fax: 602-944-0791  
www.mcnailcarroll.com



NO.	DATE	DESCRIPTION
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**PERMIT PURPOSES ONLY**

SITE LAYOUT PLAN  
LAKE POWELL RESIDENTIAL GOLF CDD  
LIFT STATION SITE PLAN  
644 COUNTY

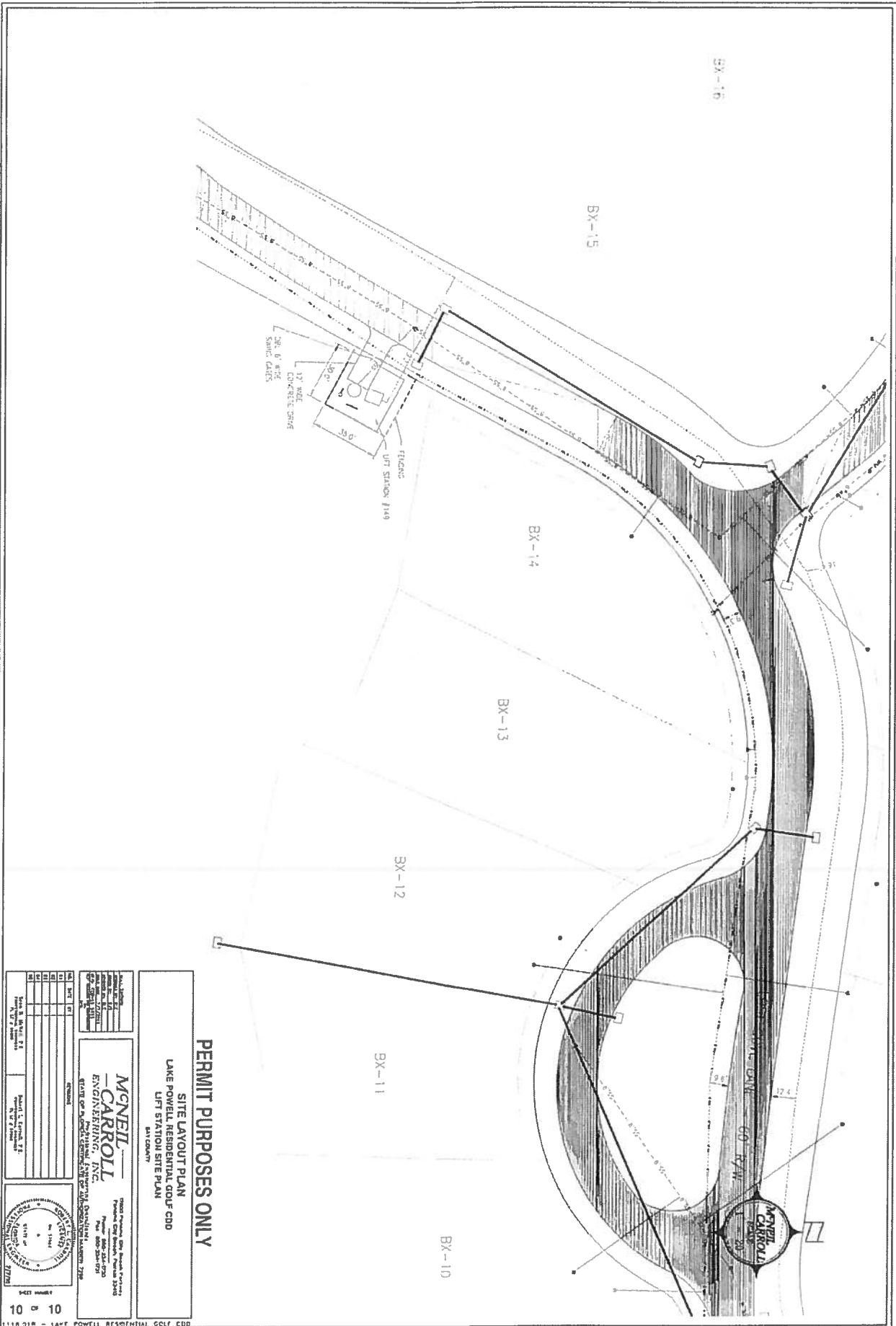
**McNEIL  
CARROLL**  
ENGINEERING, INC.  
STATE OF ARIZONA REGISTERED PROFESSIONAL ENGINEERS LICENSE NO. 27729

1118.018 - LAKE POWELL RESIDENTIAL GOLF CDD  
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NO.	DATE	DESCRIPTION
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NO.	DATE	DESCRIPTION
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**PERMIT PURPOSES ONLY**

**SITE LAYOUT PLAN**  
**LAKE POWELL RESIDENTIAL GOLF CDD**  
**LIFT STATION SITE PLAN**  
 5/11/2017

DATE	BY	REVISION

**McNEIL-CARROLL**  
 ENGINEERING, INC.  
 10800 Parkway Blvd, Suite 400  
 Colorado Springs, CO 80901  
 Phone: 719.520.4400  
 Fax: 719.520.4401  
 Website: www.mcneil-carroll.com

10' = 10'  
 1118-018 - LAKE POWELL RESIDENTIAL GOLF CDD

File # 2004022226, OR BK 2416 Page 612, Recorded 03/29/2004 at 11:36 AM,  
Harold Bazzel, Clerk Bay County, Florida Doc. D \$0.70 Deputy Clerk DS Trans  
# 600217

A-3  
(18 pgs  
Total)

THIS INSTRUMENT PREPARED BY:  
J. Robert Hughes, Esq.  
BARRON, REDDING, HUGHES, PITE,  
FENSON, SANBORN & KIEHN, P.A.  
220 McKenzie Avenue  
Panama City, Florida 32401-3129

**NON-EXCLUSIVE EASEMENT**

THIS INDENTURE, made this 15 day of March, 2004 between LAKE POWELL LLC ("Grantor"), and LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT ("Grantee"),

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors, assigns, licensees, invitees, employees and agents a non-exclusive easement for ingress, egress and utilities, (the "Easement"), upon, over, across or under the following described land, situate, lying and being in the County of Bay, State of Florida, to-wit:

As legally described in Exhibit "A" hereto.

THE EASEMENT is appurtenant to and for use for access and utilities from Wild Heron Way to the following described property (the "Appurtenant Property"), to-wit:

As legally described in Exhibit "B" hereto.

TO HAVE AND TO HOLD the above granted Easement unto the Grantee, together with all rights and privileges pertaining thereto and subject to all of the terms and provisions hereof.

Grantee shall have the right to locate within the Easement, although not within the paved roadway portion therein, its lines for the distribution of water and its lines for the collection of sanitary sewer, and shall have the right to maintain those lines.

Grantee shall promptly repair any damage to the Easement caused by the exercise by Grantee of any of the privileges granted herein.

It is expressly understood and agreed that the terms, covenants and conditions of this Indenture shall be and constitute covenants running with and binding upon the Easement and shall provide access to the Appurtenant Property from Wild Heron Way regardless of any future change in ownership or title to the Appurtenant Property.

NOTHING HEREIN shall be construed to create a conveyance of fee simple title to any part

C:\DOCUMENTS AND SETTINGS\LAANBLER\LOCAL SETTINGS\TEMPORARY INTERNET FILES\OLE7\LAKE POWELL LLC NON EXC EASE TO CUU.MPD



of the Easement.

IN WITNESS WHEREOF, the respective Grantors have caused these presents to be executed and to be effective for all purposes the day and year first above written.

Signed, sealed and delivered in the presence of:

*Doris J. Bagwell*  
Print Name: Doris J. Bagwell

*Lynn A. Svorcek*  
Print Name: Lynn A. Svorcek

*J. Robert Hughes*  
(Print name) J. ROBERT HUGHES

*Kristina M. Grindstaff*  
(Print name) KRISTINA M. GRINDSTAFF

**LAKE POWELL LLC,**  
a Delaware limited liability company

By: LP Land Company, a Delaware  
corporation Its: Managing  
Member

By: *John A. Svorcek*  
John A. Svorcek, Vice President

**LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT**

By: *Lundy Grant*  
Name: *Lundy Grant*  
Its: *De. Chairman*

Commonwealth  
STATE OF ~~Pennsylvania~~  
COUNTY OF ~~Allegheny~~

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2004, by John A. Svorcek, who is known personally known to me be the person described in and who executed the foregoing instrument as Vice President of LP Land Company, a corporation organized under the laws of the State of Delaware, in its capacity as Managing Member of Lake Powell LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in Florida. He has acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation on behalf of the company.



Laura M. Louden  
(Print Name)  
Notary Public Laura M. Louden  
Commission # \_\_\_\_\_  
My Commission Expires Nov. 29, 2004  
Notarial Seal  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 29, 2004  
Member, Pennsylvania Association of Notaries

STATE OF FLA.  
COUNTY OF ADY

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of MARCH, 2004, by LUNNY CRAIG, as Chairman of LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, on behalf the community development district, who: (notary must check applicable line)

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.



J. Robert Hughes  
Notary Public  
My Commission Expires: \_\_\_\_\_

Microsoft Word - Exhibit A to the Subdiv & Plat map

COMMENCE AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. THENCE NORTH 88 DEGREES 51 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR 216.46 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 33 MINUTES 02 SECONDS EAST FOR 101.52 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 39 SECONDS WEST FOR 711.96 FEET; THENCE SOUTH 49 DEGREES 16 MINUTES 08 SECONDS WEST FOR 70.20 FEET; THENCE SOUTH 30 DEGREES 13 MINUTES 49 SECONDS WEST FOR 76.06 FEET TO THE NORTHEASTLY RIGHT OF WAY LINE OF WILD HERON WAY WHICH IS A CURVE IN CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30273.85 FEET; THENCE NORTHWESTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 177.09 FEET, THE CHORD OF SAID ARC BEARING NORTH 30 DEGREES 23 MINUTES 10 SECONDS WEST FOR 177.09 FEET TO THE BEGINNING OF A CURVE IN SAID RIGHT OF WAY LINE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1040.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 56.50 FEET, THE CHORD OF SAID ARC BEARING NORTH 31 DEGREES 46 MINUTES 29 SECONDS WEST FOR 56.49 FEET; THENCE NORTH 33 DEGREES 19 MINUTES 52 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR 49.60 FEET TO THE NORTH LINE OF SAID SECTION 33; THENCE SOUTH 88 DEGREES 51 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE FOR 949.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

OR BK 2416 PG 616

**EXHIBIT B**

BEGIN AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. THENCE SOUTH 01°30'30" WEST ALONG THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33 FOR 145.68 FEET; THENCE SOUTH 87°07'04" WEST FOR 106.55 FEET; THENCE NORTH 07°47'48" WEST FOR 26.88 FEET; THENCE NORTH 86°28'05" WEST FOR 101.54 FEET; THENCE NORTH 00°33'02" WEST FOR 122.43 FEET TO THE NORTH LINE OF SAID SECTION 33; THENCE SOUTH 88°51'17" EAST ALONG SAID NORTH LINE FOR 216.46 FEET TO THE POINT OF BEGINNING.

H:\HighwayLake Power\Exhibit B to Non Exclusive Easement.mxd

File # 2004038625, OR BK 2444 Page 2372, Recorded 05/21/2004 at 03:57 PM,  
Harold Bazzel, Clerk Bay County, Florida Doc. D \$0.70 Deputy Clerk TR Trans  
# 612019

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-----RESERVED FOR USE BY CLERK OF COURT-----

EASEMENT

THIS EASEMENT ("Easement") is made this 17<sup>th</sup> day of May, 2004, by and between LAKE POWELL LLC, a Delaware limited liability company, its successors in title, successors in interest, and assigns ("Grantor"), and LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT ("Grantee");

WITNESSETH:

1. The Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the conditions and covenants herein contained, does hereby grant and convey unto Grantee, its successors in title and assigns, a non-exclusive easement ("the Easement") in, and the right to excavate for, install, bury, construct, maintain, repair, alter, and operate its sanitary sewer, potable water, and reuse water utilities, as the same shall be located or related by the Grantee, together with the right to allow the attachment of and also the right to install, maintain and use such junctions, manholes, drains, and connectors as may be necessary or convenient in connection therewith, upon, under, and across the following described land in Bay County, Florida, to wit:

SEE ATTACHED AND INCORPORATED EXHIBIT "A"

Together with all rights and privileges necessary or convenient for the full enjoyment and use thereof.

2. It is expressly understood and agreed that by accepting this Easement, that in undertaking any excavation, installation, burial, construction, maintenance, repair, alteration, or operation, the Grantee, its successors and assigns, shall be obligated to restore the property to as good or better condition as immediately proceeding such undertaking. Grantee further hereby agrees by accepting this Easement to repair any damage which Grantee or its agents, servants, or employees may cause in any way whatsoever to the parcel described herein on account of Grantees use of the Easement. Grantee hereby further agrees by accepting this Easement to make no improvements or alterations on the Easement the prior written approval of Grantor, or its successor in title. Grantor, its successors and assigns, shall make no use of or improvement on the above-described lands inconsistent with the easements granted herein, Grantor and Grantee agreeing that construction of an asphalt paved road or parking lot shall not be considered an inconsistent use.

3. It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Property, and shall be binding upon and inure to the benefit of the successors and assigns of the Grantee.

4. The Easement shall survive for so long as the Grantee or its successor or assignee shall maintain and operate the lift station associated therewith for its intended purpose. If Grantee should abandon the use of such for a continuous period of three months, all rights hereby granted shall cease and terminate and all of Grantee's interest in the Easement shall revert to the Grantor. Upon the happening of said abandonment, the parties agree that Grantor shall have the right, without consultation with or approval of Grantee, to cause to be recorded in the Official Records of Bay County, Florida, an affidavit describing the abandonment of the Easement, and declaring the Easement granted herein to be terminated. The parties herein further agree that said affidavit shall be sufficient and competent evidence of such abandonment and termination without further documentation by Grantor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first written above.

**SIGNATURES FOLLOW ON SUBSEQUENT PAGES**

**GRANTOR**

Signed, sealed & delivered  
in the presence of:

LAKE POWELL LLC,  
a Delaware limited liability company

By: LP Land Company, a Delaware  
corporation, its managing member

Deborah L. Kutzavitch  
(name) Deborah L. Kutzavitch

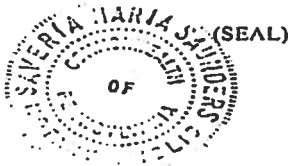
By: John A. Swarcek  
(name) John A. Swarcek  
Its: Vice President

Carol J. Cusick Riley  
(name) Carol J. Cusick Riley

Commenced at  
STATE OF Pennsylvania  
COUNTY OF Allegheny

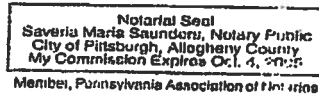
The foregoing instrument was acknowledged before me this 17th day of May, 2004, by John A. Swarcek, as Vice President of LP Land Company, a Delaware corporation, as Managing Member of Lake Powell LLC, a Delaware limited liability company, on behalf of the limited liability company, who: (notary must check applicable box)

- is personally known to me.
- produced a current driver's license as identification.
- produced \_\_\_\_\_ as identification.



Saveria Maria Saunders  
Saveria Maria Saunders  
(Print Name)

Notary Public  
Serial # \_\_\_\_\_  
My Commission Expires: Oct 4, 2005



**EXHIBIT "A"**

**PARCEL 1:** WEST WATER OAK BEND AND SAWGRASS COURT, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF SAWGRASS COURT VACATED IN RESOLUTION NUMBER 2413, RECORDED IN BAY COUNTY OFFICIAL RECORDS BOOK 2145, PAGE 1143.

**PARCEL 2:** EAST WATER OAK BEND, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 3:** THAT PORTION OF PINFISH DRIVE AND LOST COVE LANE, LYING WITH IN THE BOUNDARY OF WILD HERON PHASE III, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 70 AND 71, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 4:** THAT PORTION OF PINFISH DRIVE AND SHARK'S TOOTH TRAIL LYING WITHIN THE BOUNDARY OF WILD HERON PHASE V, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 12 AND 13, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 5:** WEST LAKEWALK, WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 6:** EAST LAKEWALK, WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 7:** COMMENCE AT THE NORTHWEST CORNER OF LOT EII-24, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, THENCE SOUTH 07 DEGREES 22 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID LOT EII-24 FOR 39.46 FEET TO A CURVE CONCAVE TO THE NORTH ON THE NORTH RIGHT OF WAY OF WEST WATER OAK BEND; THENCE WESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 750.00 FEET FOR AN ARC DISTANCE OF 13.17 FEET, THE CHORD OF SAID ARC BEARING NORTH 68 DEGREES 12 MINUTES 22 SECONDS WEST FOR 13.17 FEET; THENCE NORTH 67 DEGREES 42 MINUTES 10 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY OF WEST WATER OAK BEND FOR 7.50 FEET; THENCE NORTH 07 DEGREES 22 MINUTES 38 SECONDS EAST FOR 28.32 FEET; THENCE NORTH 25 DEGREES 37 MINUTES 57 SECONDS WEST FOR 44.09 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 29 SECONDS WEST FOR 54.78 FEET; THENCE NORTH 07 DEGREES 50 MINUTES 22 SECONDS WEST FOR 56.68 FEET; THENCE NORTH 08 DEGREES 24 MINUTES 04 SECONDS EAST FOR 57.53 FEET; THENCE NORTH 55 DEGREES 21 MINUTES 16 SECONDS WEST FOR 171.02 FEET; THENCE NORTH 05 DEGREES 25 MINUTES 03 SECONDS EAST FOR 70.12 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 68.37 FEET FOR THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 84.87 FEET, THE CHORD OF SAID ARC BEARING NORTH 59 DEGREES 51 MINUTES 20 SECONDS EAST FOR 79.53 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 229.53 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 147.71 FEET, THE CHORD OF SAID ARC BEARING NORTH 05 DEGREES 51 MINUTES 31 SECONDS EAST FOR 145.17 FEET; THENCE NORTH 12 DEGREES 34 MINUTES 35 SECONDS WEST FOR 118.87 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 29.91 FEET, THE CHORD OF SAID ARC BEARING NORTH 46 DEGREES 50 MINUTES 46 SECONDS WEST FOR 28.15 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 208.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 16.13 FEET, THE CHORD OF SAID ARC BEARING NORTH 78 DEGREES 53 MINUTES 40 SECONDS WEST FOR 16.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE FOR



AN ARC DISTANCE OF 39.36 FEET, THE CHORD OF SAID ARC BEARING SOUTH 58 DEGREES 13 MINUTES 13 SECONDS WEST FOR 35.42 FEET; THENCE SOUTH 13 DEGREES 06 MINUTES 47 SECONDS WEST FOR 226.40 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 68.37 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 116.58 FEET, THE CHORD OF SAID ARC BEARING SOUTH 35 DEGREES 44 MINUTES 05 SECONDS EAST FOR 102.96 FEET TO THE POINT OF BEGINNING.

PARCEL 8: COMMENCE AT THE SOUTHWEST CORNER OF LOT EII-3, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTH 25 DEGREES 50 MINUTES 40 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT EII-3 AND LOT EII-2, SAID WILD HERON PHASE II FOR 85.64 FEET; THENCE SOUTH 58 DEGREES 12 MINUTES 12 SECONDS WEST FOR 17.91 FEET; THENCE SOUTH 64 DEGREES 51 MINUTES 39 SECONDS WEST FOR 16.54 FEET; THENCE SOUTH 53 DEGREES 29 MINUTES 21 SECONDS WEST FOR 113.37 FEET; THENCE SOUTH 58 DEGREES 49 MINUTES 36 SECONDS WEST FOR 83.44 FEET; THENCE NORTH 86 DEGREES 59 MINUTES 04 SECONDS WEST FOR 32.93 FEET; THENCE SOUTH 13 DEGREES 03 MINUTES 00 SECONDS WEST FOR 30.89 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 15.00 FEET FOR THE POINT OF BEGINNING. THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 24.66 FEET, THE CHORD OF SAID ARC BEARING SOUTH 55 DEGREES 57 MINUTES 15 SECONDS WEST FOR 21.97 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 31 SECONDS WEST FOR 121.54 FEET; THENCE SOUTH 12 DEGREES 09 MINUTES 25 SECONDS WEST FOR 28.01 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 21.50 FEET; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 74.41 FEET, THE CHORD OF SAID ARC BEARING SOUTH 86 DEGREES 58 MINUTES 45 SECONDS EAST FOR 42.46 FEET; THENCE NORTH 06 DEGREES 06 MINUTES 55 SECONDS WEST FOR 23.54 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 130.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 11.91 FEET, THE CHORD OF SAID ARC BEARING NORTH 03 DEGREES 29 MINUTES 30 SECONDS WEST FOR 11.90 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 04 SECONDS WEST FOR 17.54 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 257.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 91.25 FEET, THE CHORD OF SAID ARC BEARING NORTH 09 DEGREES 18 MINUTES 12 SECONDS EAST FOR 90.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 15.00 FEET; THENCE NORTHERLY AND WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 25.24 FEET, THE CHORD OF SAID ARC BEARING NORTH 28 DEGREES 44 MINUTES 15 SECONDS WEST FOR 22.37 FEET TO THE POINT OF BEGINNING.

PARCEL 9: COMMENCE AT THE NORTHEAST CORNER OF LOT EII-30, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 24 DEGREES 34 MINUTES 00 SECONDS WEST FOR 47.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT EII-30; THENCE SOUTH 52 DEGREES 00 MINUTES 25 SECONDS EAST FOR 20.56 FEET; THENCE SOUTH 75 DEGREES 19 MINUTES 38 SECONDS EAST FOR 149.11 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 47.27 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 64.86 FEET, THE CHORD OF SAID ARC BEARING SOUTH 73 DEGREES 15 MINUTES 02 SECONDS EAST FOR 59.89 FEET; THENCE NORTH 22 DEGREES 33 MINUTES 26 SECONDS WEST FOR 25.00 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 22.27 FEET FOR THE POINT OF BEGINNING. THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 28.54 FEET, THE CHORD OF SAID ARC BEARING NORTH 30 DEGREES 43 MINUTES 39 SECONDS EAST FOR 26.63 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 69.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 24.19 FEET, THE CHORD OF SAID ARC BEARING NORTH 04 DEGREES 03 MINUTES 15 SECONDS EAST FOR 24.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 710.36 FEET; THENCE NORTHEASTERLY ALONG SAID

CURVE FOR AN ARC DISTANCE OF 124.82 FEET, THE CHORD OF SAID ARC BEARING NORTH 19 DEGREES 07 MINUTES 49 SECONDS EAST FOR 124.66 FEET; THENCE NORTH 24 DEGREES 09 MINUTES 51 SECONDS EAST FOR 77.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 34.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 46.98 FEET, THE CHORD OF SAID ARC BEARING NORTH 15 DEGREES 25 MINUTES 18 SECONDS WEST FOR 43.33 FEET; THENCE NORTH 55 DEGREES 00 MINUTES 27 SECONDS WEST FOR 53.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 78.86 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 6.14 FEET, THE CHORD OF SAID ARC BEARING NORTH 57 DEGREES 14 MINUTES 21 SECONDS WEST FOR 6.14 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 14.00 FEET; THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 31.26 FEET, THE CHORD OF SAID ARC BEARING SOUTH 56 DEGREES 34 MINUTES 14 SECONDS WEST FOR 25.16 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 217.24 FEET, THE CHORD OF SAID ARC BEARING SOUTH 05 DEGREES 03 MINUTES 33 SECONDS WEST FOR 215.33 FEET; THENCE SOUTH 17 DEGREES 30 MINUTES 21 SECONDS WEST FOR 57.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 22.27 FEET; THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 50.56 FEET, THE CHORD OF SAID ARC BEARING SOUTH 47 DEGREES 31 MINUTES 32 SECONDS EAST FOR 40.38 FEET TO THE POINT OF BEGINNING.

PARCEL 10: THAT PORTION OF SHARK'S TOOTH TRAIL, WILD HERON PHASE VII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 69 THROUGH 71 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT THE NORTHEAST CORNER OF LOT BVII-6, SAID WILD HERON PHASE VII; THENCE NORTH 88 DEGREES 11 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT BVII-6 FOR 163.55 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 88 DEGREES 11 MINUTES 52 SECONDS WEST FOR 56.08 FEET THENCE NORTH 82 DEGREES 27 MINUTES 05 SECONDS WEST FOR 37.47 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 185.24 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 13.31 FEET, THE CHORD OF SAID ARC BEARING NORTH 80 DEGREES 23 MINUTES 34 SECONDS WEST FOR 13.31 FEET TO TERMINATE ON THE NORTHEASTERLY LINE OF LOT AVII-7, SAID WILD HERON PHASE VII.

PARCEL 11: COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. THENCE SOUTH 01 DEGREE 13 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 FOR 626.36 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 17 SECONDS EAST FOR 210.59 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS 25.00 FEET FOR THE POINT OF BEGINNING. THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 30.20 FEET, THE CHORD OF SAID ARC BEARING SOUTH 07 DEGREES 43 MINUTES 27 SECONDS EAST FOR 28.40 FEET; THENCE SOUTH 26 DEGREES 53 MINUTES 03 SECONDS WEST FOR 121.54 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 286.28 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 192.41 FEET, THE CHORD OF SAID ARC BEARING SOUTH 07 DEGREES 37 MINUTES 45 SECONDS WEST FOR 188.81 FEET; THENCE SOUTH 11 DEGREES 37 MINUTES 33 SECONDS EAST FOR 135.73 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 562.00 FEET, THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 390.32 FEET, THE CHORD OF SAID ARC BEARING SOUTH 08 DEGREES 16 MINUTES 14 SECONDS WEST FOR 382.52 FEET; THENCE SOUTH 28 DEGREES 10 MINUTES 00 SECONDS WEST FOR 53.19 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 138.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 162.41 FEET; THE CHORD OF SAID ARC BEARING SOUTH 05 DEGREES 32 MINUTES 54 SECONDS EAST FOR 153.20 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 157.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 95.69 FEET, THE CHORD OF SAID ARC BEARING SOUTH 21 DEGREES 48 MINUTES 09 SECONDS EAST FOR 94.22 FEET; THENCE SOUTH 04 DEGREES 20 MINUTES 30 SECONDS

EAST FOR 286.14 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 77.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 37.90 FEET, THE CHORD OF SAID ARC BEARING SOUTH 09 DEGREES 45 MINUTES 31 SECONDS WEST FOR 37.52 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 33 SECONDS WEST FOR 43.22 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 148.00 FEET; THENCE SOUTHERLY, EASTERLY AND NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 534.07 FEET, THE CHORD OF SAID ARC BEARING SOUTH 79 DEGREES 31 MINUTES 08 SECONDS EAST FOR 287.97 FEET; THENCE NORTH 02 DEGREES 53 MINUTES 48 SECONDS WEST FOR 64.51 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 273.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 58.43 FEET, THE CHORD OF SAID ARC BEARING NORTH 09 DEGREES 01 MINUTE 41 SECONDS WEST FOR 58.32 FEET; THENCE NORTH 15 DEGREES 09 MINUTES 35 SECONDS WEST FOR 85.07 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 223.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 66.06 FEET, THE CHORD OF SAID ARC BEARING NORTH 23 DEGREES 38 MINUTES 46 SECONDS WEST FOR 65.82 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 197.50 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 51.41 FEET, THE CHORD OF SAID ARC BEARING NORTH 24 DEGREES 40 MINUTES 34 SECONDS WEST FOR 51.26 FEET; THENCE NORTH 17 DEGREES 13 MINUTES 11 SECONDS WEST FOR 86.93 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 97.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 89.47 FEET, THE CHORD OF SAID ARC BEARING NORTH 43 DEGREES 38 MINUTES 41 SECONDS WEST FOR 86.34 FEET; THENCE NORTH 70 DEGREES 04 MINUTES 12 SECONDS WEST FOR 16.99 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 222.93 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 119.87 FEET, THE CHORD OF SAID ARC BEARING NORTH 54 DEGREES 40 MINUTES 00 SECONDS WEST FOR 118.43 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 92.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 126.75 FEET, THE CHORD OF SAID ARC BEARING NORTH 00 DEGREES 12 MINUTES 22 SECONDS EAST FOR 116.96 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1363.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 229.57 FEET, THE CHORD OF SAID ARC BEARING NORTH 34 DEGREES 51 MINUTES 02 SECONDS EAST FOR 229.30 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 338.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 245.71 FEET, THE CHORD OF SAID ARC BEARING NORTH 09 DEGREES 11 MINUTES 59 SECONDS EAST FOR 240.33 FEET; THENCE NORTH 11 DEGREES 37 MINUTES 33 SECONDS WEST FOR 266.30 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 224.80 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 151.09 FEET, THE CHORD OF SAID ARC BEARING NORTH 07 DEGREES 37 MINUTES 45 SECONDS EAST FOR 148.27 FEET TO A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 30.20 FEET, THE CHORD OF SAID ARC BEARING NORTH 61 DEGREES 29 MINUTES 32 SECONDS EAST FOR 28.40 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 130.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 94.31 FEET, THE CHORD OF SAID ARC BEARING NORTH 63 DEGREES 06 MINUTES 57 SECONDS WEST FOR 92.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. THENCE SOUTH 01 DEGREE 13 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 FOR 1849.72 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 17 SECONDS EAST FOR 209.43 FEET TO A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 15.00 FEET FOR THE POINT OF BEGINNING. THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 25.70 FEET, THE CHORD OF SAID ARC BEARING NORTH 44 DEGREES 44 MINUTES 42 SECONDS EAST FOR 22.67 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 792.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 68.24 FEET, THE CHORD OF SAID ARC BEARING SOUTH 88 DEGREES 38 MINUTES 12 SECONDS EAST FOR 68.22 FEET TO A CURVE CONCAVE TO THE SOUTHWEST

HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 19.34 FEET, THE CHORD OF SAID ARC BEARING SOUTH 54 DEGREES 09 MINUTES 45 SECONDS EAST FOR 18.03 FEET; THENCE SOUTH 17 DEGREES 13 MINUTES 11 SECONDS EAST FOR 20.02 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 241.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 62.86 FEET, THE CHORD OF SAID ARC BEARING SOUTH 24 DEGREES 40 MINUTES 34 SECONDS EAST FOR 62.68 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 179.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 53.03 FEET, THE CHORD OF SAID ARC BEARING SOUTH 23 DEGREES 38 MINUTES 46 SECONDS EAST FOR 52.83 FEET; THENCE SOUTH 15 DEGREES 09 MINUTES 35 SECONDS EAST FOR 85.07 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 229.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 49.01 FEET, THE CHORD OF SAID ARC BEARING SOUTH 09 DEGREES 01 MINUTE 41 SECONDS EAST FOR 48.92 FEET; THENCE SOUTH 02 DEGREES 53 MINUTES 48 SECONDS EAST FOR 64.51 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 104.00 FEET; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 375.29 FEET, THE CHORD OF SAID ARC BEARING NORTH 79 DEGREES 31 MINUTES 08 SECONDS WEST FOR 202.36 FEET; THENCE NORTH 23 DEGREES 51 MINUTES 33 SECONDS EAST FOR 43.22 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 121.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 59.56 FEET, THE CHORD OF SAID ARC BEARING NORTH 09 DEGREES 45 MINUTES 31 SECONDS EAST FOR 58.96 FEET; THENCE NORTH 04 DEGREES 20 MINUTES 30 SECONDS WEST FOR 181.48 FEET TO THE POINT OF BEGINNING.

PARCEL 12: DUNE LAKE TRAIL, WILD HERON PHASE VII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 69 THROUGH 71, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 13: THE INTERIOR OF THE TRAFFIC CIRCLE OF WILD HERON WAY LYING WITHIN A 66-FOOT RADIUS OF THE FOLLOWING DESCRIBED RADIUS POINT: COMMENCE AT THE MOST WESTERLY CORNER OF LOT VIIID-1, WILD HERON PHASE VIII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 80 THROUGH 83 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 43 DEGREES 11 MINUTES 47 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT VIIID-1 AND A PROJECTION THEREOF FOR 39.16 FEET; THENCE SOUTH 24 DEGREES 32 MINUTES 14 SECONDS WEST FOR 130.00 FEET TO SAID RADIUS POINT.

PARCEL 14: THE ALLEYS LYING WITHIN WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

File # 2007017867, OR BK 2899 Page 1960, Recorded 03/16/2007 at 02:55 PM,  
Harold Bazzel, Clerk Bay County, Florida Doc. D \$0.70 Deputy Clerk GC Trans  
# 803810

PREPARED BY AND RETURN TO:  
J. ROBERT HUGHES, ESQ.  
BARRON, REDDING, HUGHES, FITE,  
SANBORN, KIEHN & DICKEY, P.A.  
220 MCKENZIE AVENUE  
PANAMA CITY, FL 32401  
(850) 785-7454

**GRANT OF NON-EXCLUSIVE EASEMENT**

THIS INDENTURE, made this 15<sup>th</sup> day of March, 2007, between LAKE POWELL LLC, a Delaware limited liability company, whose mailing address is 1436 Wild Heron Way, Panama City Beach, FL 32413, ("Grantor"), and LAKE POWELL RESIDENTIAL GOLF COMMUNITY DISTRICT, a local unit of special-purpose governed, created and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is 10300 N.W. 11th Manor, Coral Springs, FL 33071, ("Grantee").

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors, assigns, licensees, invitees, employees and agents, a non-exclusive easement for ingress, egress and utilities (stormwater, irrigation, gas, water, sewage, electric, power, phone and cable), (the "Easement"), upon, over, across or under the following described land, situate, lying and being in the County of Bay, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the above granted Easement unto the Grantee, its successors, assigns, licensees, invitees, employees and agents, together with all rights and privileges pertaining thereto and subject to all of the terms and provisions hereof.

NOTHING HEREIN shall be construed to create a conveyance of fee simple title to any part of the Easement.

[signature on following pages]

IN WITNESS WHEREOF, the respective Grantor has caused these presents to be executed and to be effective for all purposes the day and year first above written.

Signed, sealed and delivered in the presence of:

LAKE POWELL LLC, a Delaware limited liability company

By: LP Land Company, Inc., a Delaware corporation, its managing member

[Signature]  
Name: LYNN A. POWELL

[Signature]  
By: Bartley J. Rahuba  
Its: President

[Signature]  
Name: MARIAN DIETRICH

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2007, by Bartley J. Rahuba, who is personally known to me be the person described in and who executed the foregoing instrument as President of LP Land Company, a corporation organized under the laws of the State of Delaware, in its capacity as Managing Member of Lake Powell LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in Florida. He has acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation on behalf of the company.



(SEAL)

[Signature]  
ANNE L. SHIELDS  
(Print Name)

Notary Public  
Commission # \_\_\_\_\_  
My Commission Expires: 8/22/2010

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Ann L. Shields, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Aug. 22, 2010  
Member, Pennsylvania Association of Notaries

**JOINDER**

**WILD HERON PROPERTY OWNERS ASSOCIATION, INC.**, hereby consents to and joins in the granting of the Easement, to which this joinder is attached.

Signed, sealed and delivered in the presence of:

**WILD HERON PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation

*Garcia Saunders*  
Name: Garcia Maria Saunders

*Bartley J. Rahuba*  
By: BARTLEY J. RAHUBA  
Its: PRESIDENT

*Deborah L. Kutza*  
Name: Deborah L. Kutza

Commonwealth  
STATE OF Pennsylvania  
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2007, by Bartley J. Rahuba, who is personally known to me to be the person described in and who executed the foregoing instrument as President of the Wild Heron Property Owners Association, Inc., a corporation organized under the laws of the State of Florida. He/she has acknowledged before me that he/she executed the foregoing instrument as such officer in the name and on behalf of the corporation.



(SEAL)

*Ann L. Shields*  
Ann L. Shields  
(Print Name)  
Notary Public  
Commission # \_\_\_\_\_  
My Commission Expires: 8/22/2010

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Ann L. Shields, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Aug. 22, 2010  
Member, Pennsylvania Association of Notaries

**EXHIBIT "A"**  
**(Road Legals)**

**Parcel 1:**

Those certain roads as described in that certain Special Warranty Deed dated May 17, 2004, and recorded in Official Records Book 2444, Page 2380, of the public records of Bay County, Florida, more particularly described as follows:

**PARCEL 1:** WEST WATER OAK BEND AND SAWGRASS COURT, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF SAWGRASS COURT VACATED IN RESOLUTION NUMBER 2413, RECORDED IN BAY COUNTY OFFICIAL RECORDS BOOK 2145, PAGE 1143.

**PARCEL 2:** EAST WATER OAK BEND, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 3:** THAT PORTION OF PINFISH DRIVE AND LOST COVE LANE, LYING WITH IN THE BOUNDARY OF WILD HERON PHASE III, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 70 AND 71, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 4:** THAT PORTION OF PINFISH DRIVE AND SHARK'S TOOTH TRAIL LYING WITHIN THE BOUNDARY OF WILD HERON PHASE V, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 12 AND 13, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 5:** WEST LAKEWALK, WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 6:** EAST LAKEWALK, WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 10:** THAT PORTION OF SHARK'S TOOTH TRAIL, WILD HERON PHASE VII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 69 THROUGH 71 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT THE NORTHEAST CORNER OF LOT BVII-6, SAID WILD HERON PHASE VII; THENCE NORTH 88 DEGREES 11 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT BVII-6 FOR 163.55 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 88 DEGREES 11 MINUTES 52 SECONDS WEST FOR 56.08 FEET THENCE NORTH 82 DEGREES 27 MINUTES 05 SECONDS WEST FOR 37.47 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 185.24 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 13.31 FEET, THE CHORD OF SAID ARC BEARING NORTH 80 DEGREES 23 MINUTES 34 SECONDS WEST FOR 13.31 FEET TO TERMINATE ON THE NORTHEASTERLY LINE OF LOT AVII-7, SAID WILD HERON PHASE VII.

**PARCEL 12:** DUNE LAKE TRAIL, WILD HERON PHASE VII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 69 THROUGH 71, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**PARCEL 13:** THE INTERIOR OF THE TRAFFIC CIRCLE OF WILD HERON WAY LYING WITHIN A 66-FOOT RADIUS OF THE FOLLOWING DESCRIBED RADIUS POINT: COMMENCE AT THE MOST WESTERLY CORNER OF LOT VIIID-1, WILD HERON PHASE VIII, ACCORDING TO THE PLAT



OR BK 2899 PG 1964

RECORDED IN PLAT BOOK 19, PAGES 80 THROUGH 83 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 43 DEGREES 11 MINUTES 47 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT VIIIID-1 AND A PROJECTION THEREOF FOR 39.16 FEET; THENCE SOUTH 24 DEGREES 32 MINUTES 14 SECONDS WEST FOR 130.00 FEET TO SAID RADIUS POINT.

**PARCEL 14:** THE ALLEYS LYING WITHIN WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**Parcel 2:**

That portion of Shark's Tooth Trail and Dune Lake Trail, lying within the boundaries of Wild Heron Phase VII, according to the Plat recorded in Plat Book 19, Page 69, in the Public Records of Bay County, Florida.

**Parcel 3:**

That portion of Salamander Trail, Egret Court and Little Hawk Lane, lying within the boundaries of Wild Heron Phase VIII, according to the Plat recorded in Plat Book 19, Page 80, in the Public Records of Bay County, Florida.

**Parcel 4:**

That portion of Shark's Tooth Trail and Otter Point, lying within the boundaries of Wild Heron Phase IX, according to the Plat recorded in Plat Book 21, Page 11, in the Public Records of Bay County, Florida.

**Parcel 5:**

That portion of Lost Cove Lane, lying within the boundaries of Wild Heron Phase X, according to the Plat recorded in Plat Book 21, Page 13, in the Public Records of Bay County, Florida.

**Parcel 6:**

That portion of Salamander Trail and Skimmer Court, lying within the boundaries of Wild Heron Phase XI, according to the Plat recorded in Plat Book 21, Page 38, in the Public Records of Bay County, Florida.

**Parcel 7:**

That portion of Shark's Tooth Trail, Old Oak Trail, Los Nino's Circle and Southern Point Court, lying within the boundaries of Wild Heron Phase XII, according to the Plat recorded in Plat Book 22, Page 32, in the Public Records of Bay County, Florida.

**Parcel 8:**

That portion of Lost Cove Lane, lying within the boundaries of Wild Heron Phase XIII, according to the Plat recorded in Plat Book 21, Page 89, in the Public Records of Bay County, Florida.

**Parcel 9:**

That portion of Salamander Trail, lying within the boundaries of Wild Heron Phase XIV, according to the Plat recorded in Plat Book 22, Page 39, in the Public Records of Bay County, Florida.

**EXHIBIT B**  
**FORM OF WARRANTY DEED**

This indenture made on \_\_\_\_\_, 2016, by  
whose address is:  
hereinafter called the "grantor", to

**The City of Panama City Beach, a municipal corporation**  
whose address is: 110 South Arnold Road, Panama City Beach, Florida, 32413  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual,  
and either sex, and shall include heirs, legal representatives, successors and assigns of the  
same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and  
other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains,  
sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land  
situate in Bay County, Florida, to-wit:

[ ]

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in  
anyway appertaining.

**The land** is not the homestead of the Grantor under the laws and constitution of the State of  
Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible  
reside on or adjacent to the land.

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to  
all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land  
in fee simple; that the grantor has good right and lawful authority to sell and convey said land;  
that the grantor hereby fully warrants the title to said land and will defend the same against the  
lawful claims of all persons whomsoever; and that said land is free of all encumbrances except  
taxes accruing subsequent to December 31<sup>st</sup> of 201\_\_.

**In Witness Whereof**, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

**Grantor**

\_\_\_\_\_  
**By:**  
**Its**

*Signed, sealed and delivered in our presence:*

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

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

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation, who is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary Print Name

My Commission Expires: \_\_\_\_\_

**EXHIBIT C**  
**FORM OF BILL OF SALE**  
**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT, a Florida unit of special purpose local government authorized pursuant to Chapter 190, Florida Statutes, for and in consideration of the sum of Ten and no/100's Dollars, lawful money of the United States, to it paid by THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, duly organized and validly existing under the laws of the State of Florida ("Buyer"), whose address is 110 S. Arnold Road, Panama City Beach, Florida 32413, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the Buyer, the following goods and chattels:

See Exhibit A attached hereto and incorporated herein.  
Collectively, the foregoing, together with the miscellaneous items and equipment affixed to and made a permanent part of those improvements, are referred to as the "Personalty."

TO HAVE AND TO HOLD the same unto the Buyer, Buyer's successors and assigns forever.

AND Seller does, for itself, covenant to and with the Buyer that Seller is the lawful owner of the Personalty; that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that Seller has good right and lawful authority to sell the Personalty; and that Seller does warrant and defend the sale of the Personalty to the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

AND Seller does, for itself, covenant to and with the Buyer that the Personalty is free from defects in material and workmanship that are discovered or arise under normal use for a period of one (1) year following the date of Buyer=s final acceptance of the Personalty. However, the Seller shall not be required to make any repairs or replace any parts if the Personalty was abused or not operated in accordance with the normal standard of care, and the Seller shall have no obligation or liability for damage resulting from repair, maintenance, or reinstallation by any party other than Seller. The Buyer=s exclusive remedy is limited solely to the repair or replacement of any material or workmanship which may prove defective under normal use and service. The warranties stated above are expressly in lieu of all other warranties not expressly stated herein,

including the warranties of quality, productiveness, and fitness for a particular purpose. Except as expressly stated herein, Seller makes no implied warranties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signed, sealed & delivered  
in the presence of:

LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_  
(Signature of Witness)  
Print Name:

By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
(Signature of Witness)  
Print Name:

STATE OF FLORIDA  
COUNTY OF BAY

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Chairman, Lake Powell Residential Golf Community Development District, who is personally known to me.

\_\_\_\_\_  
Notary Public State of Florida

**EXHIBIT D**  
**FORM OF ASSIGNMENT OF EASEMENT(S)**  
**WATER AND WASTEWATER UTILITY EASEMENT**

STATE OF FLORIDA

COUNTY OF BAY

KNOW ALL MEN BY THESE PRESENTS that, Lake Powell Residential Golf Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, the receipt whereof is hereby acknowledged, do hereby grant and convey to said CITY OF PANAMA CITY BEACH, FLORIDA, its successors and assigns, an easement in and the right to excavate for, construct, maintain, repair, alter, access and operate its sanitary sewer, potable water, and reuse water utilities, as the same shall be located or relocated by said CITY, together with the right to allow the attachment of and also the right to install, maintain, alter, repair and use such junctions, manholes, drains, and connectors or other devices as may be necessary or convenient in connection therewith, upon, under and across the following described land in Bay County, to wit:

Attached and incorporated Exhibit A.

TOGETHER with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the rights of ingress and egress to and from said easement.

PROVIDED always that in undertaking such excavation, installation, burial, construction, maintenance, repair, alteration or operation, or ingress and egress the said CITY, its successors and assigns, shall be obligated to restore the surface of said property to as good or better condition as immediately preceding such undertaking; and

PROVIDED that Grantors, their successors and assigns shall make no use of or improvement on the above-described land inconsistent with the easement granted herein.

TO HAVE AND TO HOLD the same to the said CITY, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signed, sealed and delivered

GRANTOR

in the presence of:

LAKE POWELL RESIDENTIAL GOLF  
COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

Printed Name of Witness

\_\_\_\_\_

\_\_\_\_\_

Printed Name of Witness

STATE OF FLORIDA

COUNTY OF BAY

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_ as \_\_\_\_\_ of Lake Powell Residential Golf Community  
Development District, a special purpose unit of local government established pursuant to Chapter  
190, Florida Statutes,

( ) who is personally known to me.

( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Signature of Notary Public