

ORDINANCE NO. 2014 – 01

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, ESTABLISHING THE HUNTER'S RIDGE COMMUNITY DEVELOPMENT DISTRICT NO. 1 PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2013); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; ADOPTING AN INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY AND THE HUNTER'S RIDGE COMMUNITY DEVELOPMENT DISTRICT NO 1; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, BADC Huntington Communities, LLC ("Petitioner"), having obtained written consent to the establishment of the District by the owners of 100 percent (100%) of the real property to be included in the District, petitioned the Flagler County Board of Commissioners (the "County") to adopt an ordinance establishing the Hunter's Ridge Community Development District No. 1 (the "District") pursuant to Chapter 190, Florida Statutes (2013); and

**WHEREAS**, the Petitioner is a Florida Limited Liability Corporation, authorized to conduct business in the State of Florida whose address is 150 Magnolia Avenue, Daytona Beach, Florida 32114; and

**WHEREAS**, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the County on April 21, 2014; and

**WHEREAS**, upon consideration of the record established at that hearing, the County finds as follows:

- (1) The statements within the Petition were true and correct; and
- (2) The petition is complete in that it meets the requirements of Section 190.005(1)(a), Florida Statutes (2013); and
- (3) The appropriate County staff have reviewed the petition for the establishment of the District on the proposed land and have advised the Board of County Commissioners that said petition is complete and sufficient; and

- (4) Establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the Flagler County Comprehensive Plan or the state comprehensive plan; and
- (5) The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as a functionally interrelated community; and
- (6) The District is the best alternative available for delivering community development services and facilities to the area served by the District; and
- (7) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (8) The area that will be served by the District is amenable to separate special-district governance; and

**WHEREAS**, the establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the petition; and

**WHEREAS**, the establishment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

**WHEREAS**, the Petitioner has requested the County consent to the exercise of the special powers granted by Section 190.012(2)(a) and (d), Florida Statutes (2013), as may be limited by interlocal agreement between the County and District; and

**WHEREAS**, upon the effective date of this establishing Ordinance, the Hunter's Ridge Community Development District No. 1, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by law, and has the right to seek consent from the County Commission for the grant of authorization to exercise special powers in accordance with, and granted by, Section 190.012(2), Florida Statutes, without question as to the District's establishment and its continued rights, authority and power to exercise its limited powers under law; and

**WHEREAS**, public notice of this action has been provided in accordance with Section 190.005(1)(d), Florida Statutes (2013).

**NOW, THEREFORE, BE IT ORDAINED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS:**

**Section 1. TITLE.** This Ordinance shall be known and may be cited as the "Hunter's Ridge Community Development District No. 1 Establishment Ordinance."

**Section 2. FINDINGS.** The above recitals are adopted as findings of fact in support of this Ordinance.

**Section 3. AUTHORITY.** This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2013).

**Section 4. CREATION OF DISTRICT; DISTRICT NAME.** The petition filed to create the Hunter's Ridge Community Development District No. 1 is hereby granted and there is hereby created a community development district situated entirely within unincorporated Flagler County, Florida, which District shall be known as the "Hunter's Ridge Community Development District No. 1" and shall operate in accordance with the Uniform Community Development District Act as set forth in Chapter 190, Florida Statutes (2013), this Ordinance, and the Interlocal Agreement attached hereto as Exhibit "B", which is hereby incorporated by this reference as if set forth in full herein.

**Section 5. EXTERNAL BOUNDARIES OF THE DISTRICT.** Encompassing approximately 214.95 acres, the external boundaries of the District are described in Exhibit "A" attached hereto.

**Section 6. FUNCTIONS AND POWERS.** The District is limited to the performance of those powers and functions as described in Chapter 190, Florida Statutes (2013) including the special powers as set forth in Section 190.012(2)(a) and (d), Florida Statutes, as may be limited by interlocal agreement between the parties. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all Flagler County ordinances and policies governing land planning and permitting of the development to be served by the District. The District shall not have any zoning or permitting powers governing land development or the use of land. No debt or obligation of the District shall constitute a burden on any local general purpose government.

**Section 7. BOARD OF SUPERVISORS.** The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Dwight DuRant, 300 Interchange Boulevard, Ormond Beach, Florida 32174; Randy Hudak, 300 Interchange Boulevard, Ormond Beach, Florida 32174; Charles R. Faulkner, 139 N. Palmetto Avenue, Flagler Beach, Florida 32136; Michael O. Sznajstajler, 351 E. New York Avenue, Suite 200, DeLand, Florida 32724; and Chelsea J. Sims, 351 E. New York Avenue, Suite 200, DeLand, Florida 32724. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

**Section 8. SEVERABILITY.** If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue to remain in full force and effect provided that the illegal, invalid, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

**Section 9. INTERLOCAL AGREEMENT.** Failure of the District to adopt the Interlocal Agreement between Flagler County and the Hunter's Ridge Community Development District No 1, in the form attached hereto as Exhibit "B" within ninety (90) days of the Effective Date of this Ordinance, may result in a repeal of this Ordinance by the County Commission without further notice. Once approval of the Interlocal Agreement is secured, the Interlocal Agreement shall be recorded in the Official Records of Flagler County, Florida, at the District's expense, to indicate fulfillment of this obligation.

**Section 9. EFFECTIVE DATE**

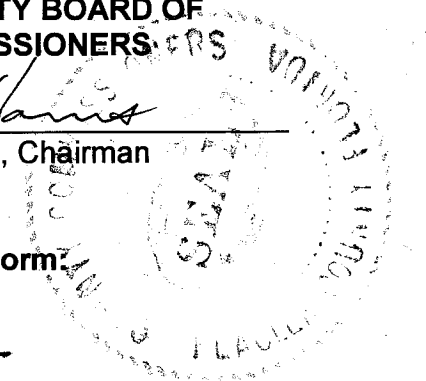
This Ordinance shall take effect upon Official Acknowledgement by the Secretary of State that the Ordinance has been filed.

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Signature page to follow**

**PASSED AND GRANTED BY THE BOARD OF COUNTY COMMISSIONERS  
OF FLAGLER COUNTY, FLORIDA THIS 21st DAY OF April, 2014.**

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: George Hanns  
George Hanns, Chairman



**ATTEST:**

By: Gail Wadsworth  
Gail Wadsworth, Clerk of the  
Circuit Court and Comptroller

**Approved as to Form**

Albert J. Hadeed  
Albert J. Hadeed, County Attorney

## Exhibit "A"/Legal Description

**EXHIBIT A**

PARCEL A (OR 1424/42):

A PORTION OF SECTION 21 AND SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF SAID SECTION 22, SOUTH 88°20'11" SECONDS WEST, FOR A DISTANCE OF 254.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTH LINE OF SECTION 22, NORTH 35°02'05" WEST, FOR A DISTANCE OF 2032.48 FEET; THENCE SOUTH 28°44'58" WEST FOR A DISTANCE OF 92.01 FEET; THENCE SOUTH 27°21'03" WEST, FOR A DISTANCE OF 35.48 FEET; THENCE SOUTH 09°40'44" WEST, FOR A DISTANCE OF 35.95 FEET; THENCE SOUTH 46°22'05" EAST, FOR A DISTANCE OF 33.71 FEET; THENCE SOUTH 08°59'09" EAST, FOR A DISTANCE OF 110.27 FEET; THENCE SOUTH 25°29'08" WEST, FOR A DISTANCE OF 37.62 FEET; THENCE SOUTH 72°36'51" WEST, FOR A DISTANCE OF 175.45 FEET; THENCE NORTH 28°39'12" WEST, FOR A DISTANCE OF 223.87 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 477.35 FEET, HAVING A CENTRAL ANGLE OF 23°16'37", A RADIUS OF 1175.00 FEET, A CHORD BEARING OF NORTH 40°17'30" WEST, AND A CHORD DISTANCE OF 474.08 FEET; THENCE NORTH 44°16'51" WEST, FOR A DISTANCE OF 145.74 FEET; THENCE NORTH 30°58'16" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 59°01'44" WEST FOR A DISTANCE OF 349.67 FEET; THENCE NORTH 42°15'29" WEST, FOR A DISTANCE OF 307.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100 FOOT RIGHT OF WAY), AS INTENDED; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 54°30'43" WEST FOR A DISTANCE OF 802.46 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT CONCAVE SOUTHEASTERLY WITH AN ARC LENGTH OF 176.76 FEET, HAVING A CENTRAL ANGLE OF 3°45'03", A RADIUS OF 2700.00 FEET, A CHORD BEARING OF SOUTH 52°38'11" WEST, AND A CHORD DISTANCE OF 176.73 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 43°21'02" EAST, FOR A DISTANCE OF 1644.15 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT CONCAVE NORTHEASTERLY WITH AN ARC LENGTH OF 440.53 FEET, HAVING A CENTRAL ANGLE OF 32°35'38", A RADIUS OF 774.39 FEET, A CHORD BEARING OF SOUTH 60°09'58" EAST, AND A CHORD DISTANCE OF 434.61 FEET; TO A POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 266.96 FEET, HAVING A CENTRAL ANGLE OF 20°35'04", A RADIUS OF 743.08 FEET, A CHORD BEARING OF SOUTH 65°47'59" EAST, AND A CHORD DISTANCE OF 265.53 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 22; THENCE ALONG SAID SOUTH LINE OF SECTION 22, NORTH 88°20'11" EAST, FOR A DISTANCE OF 1470.13 FEET TO THE POINT OF BEGINNING.

PARCEL B (OR 1437/955):

LEGAL DESCRIPTION: PROPOSED BARRINGTON-WILTSHIRE (BY SURVEYOR)

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22; THENCE NORTH 88°22'23" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 801.67 FEET TO THE INTERSECTION OF THE SAID SOUTH LINE OF THE SOUTHEAST 1/4 AND THE EAST RIGHT-OF-WAY LINE OF HUNTER'S RIDGE BOULEVARD (A 80' PRIVATE RIGHT-OF-WAY) AND THE POINT-OF-BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 467.57 FEET AND A CENTRAL ANGLE OF 43°55'04"; THENCE FROM A TANGENT BEARING OF NORTH 02°28'18" EAST RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING EIGHT CALLS AN ARC DISTANCE OF 358.40 FEET; THENCE NORTH 41°26'46" WEST, A DISTANCE OF 167.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 360.00 FEET, AND A CENTRAL ANGLE OF 15°24'34"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 96.82 FEET; THENCE NORTH 26°02'12" WEST, A DISTANCE OF 912.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,200.00 FEET, AND A CENTRAL ANGLE OF 07°03'32"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 147.84 FEET; THENCE NORTH 33°05'44" WEST, A DISTANCE OF 146.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,175.00 FEET, AND A CENTRAL ANGLE OF 29°37'09"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 607.42 FEET; THENCE NORTH 03°28'35" WEST, A DISTANCE OF 325.50 FEET; THENCE SOUTH 48°40'37" EAST, A DISTANCE OF 62.22 FEET; THENCE NORTH 86°44'13" EAST, A DISTANCE OF 105.93 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'23"; THENCE FROM A TANGENT BEARING OF SOUTH 89°59'42" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 109.97 FEET; THENCE SOUTH 81°00'19" EAST, A DISTANCE OF 27.37 FEET; THENCE SOUTH 80°30'36" EAST, A DISTANCE OF 105.62 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 113.43 FEET, AND A CENTRAL ANGLE OF 32°55'39"; THENCE FROM A TANGENT BEARING OF SOUTH 81°52'02" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 65.19 FEET; THENCE NORTH 65°12'19" EAST, A DISTANCE OF 80.94 FEET; THENCE NORTH 24°16'39" WEST, A DISTANCE OF 115.58 FEET; THENCE NORTH 65°56'34" EAST, A DISTANCE OF 219.53 FEET; THENCE SOUTH 23°51'30" EAST, A DISTANCE OF 147.86 FEET; THENCE SOUTH 84°41'14" EAST, A DISTANCE OF 32.53 FEET; THENCE SOUTH 76°52'13" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 78°20'10" EAST, A DISTANCE OF 32.00 FEET; THENCE NORTH 74°32'29" EAST, A DISTANCE OF 39.23 FEET; THENCE NORTH 73°20'42" EAST A DISTANCE OF 34.36 FEET; THENCE NORTH



63°48'20" EAST, A DISTANCE OF 26.83 FEET; THENCE NORTH 58°40'13" EAST, A DISTANCE OF 34.27 FEET; THENCE NORTH 53°02'55" EAST, A DISTANCE OF 47.26 FEET; THENCE NORTH 52°59'29" EAST, A DISTANCE OF 16.89 FEET TO THE WEST LINE OF A 236' WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE SOUTH 00°59'50" EAST ALONG SAID WEST LINE, A DISTANCE OF 2,606.02 FEET TO THE SAID SOUTH LINE OF THE SOUTHEAST 1/4; THENCE SOUTH 88°22'23" WEST ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 33.78 FEET TO THE POINT-OF-BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED ADDITIONAL LANDS:

THAT PORTION OF SECTION 22 TOWNSHIP 14 SOUTH RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION AS RECORDED IN MAP BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND WESTERLY OF THAT PROPERTY DESCRIBED AS BARRINGTON-WILTSHIRE PROPERTY IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1437 PAGES 955-959, SAID PROPERTY BEING DESCRIBED ON PAGE 958 THEREOF, AND BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 22 AND ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID BARRINGTON-WILTSHIRE PROPERTY N 48°40'37" W. 0.28 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION.

AND

LEGAL DESCRIPTION: PROPOSED WILDER LOOK (BY SURVEYOR)

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°00'04" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 254.17 FEET; THENCE LEAVING SAID LINE RUN NORTH 34°22'50" WEST, A DISTANCE OF 2,032.52 FEET; THENCE NORTH 63°59'36" EAST, A DISTANCE OF 78.48 FEET; THENCE NORTH 79°42'37" EAST, A DISTANCE OF 129.91 FEET; THENCE SOUTH 51°38'31" EAST, A DISTANCE OF 75.82 FEET; THENCE SOUTH 65°28'33" EAST, A DISTANCE OF 5.62 FEET; THENCE NORTH 43°44'25" EAST, A DISTANCE OF 163.67 FEET; THENCE NORTH 20°57'45" WEST, A DISTANCE OF 100.88 FEET; THENCE NORTH 74°39'31" WEST, A DISTANCE OF 29.68 FEET; THENCE SOUTH 75°25'23" WEST, A DISTANCE OF 63.04 FEET; THENCE NORTH 30°59'02" WEST, A DISTANCE OF 72.55 FEET; THENCE NORTH 29°13'11" WEST, A DISTANCE OF 65.66 FEET; THENCE NORTH 04°40'12" EAST, A DISTANCE OF 62.24 FEET; THENCE NORTH 07°45'47" EAST, A DISTANCE OF 76.24 FEET; THENCE NORTH 04°13'18" WEST, A DISTANCE OF 52.23 FEET; THENCE NORTH 28°21'37" EAST, A DISTANCE OF 57.36 FEET; THENCE NORTH 86°31'25" EAST, A DISTANCE OF 519.49 FEET; THENCE SOUTH 03°28'35" EAST, A DISTANCE OF 62.61 FEET; THENCE SOUTH 44°27'47" EAST, A DISTANCE OF 115.76

FEET; THENCE NORTH 86°31'25" EAST, A DISTANCE OF 281.67 FEET TO THE WEST RIGHT-OF-WAY LINE OF HUNTER'S RIDGE BOULEVARD (A 80' PRIVATE RIGHT-OF-WAY) SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,255.00 FEET, AND A CENTRAL ANGLE OF 27°31'53"; THENCE FROM A TANGENT BEARING OF SOUTH 05°33'51" EAST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING EIGHT CALLS, AN ARC DISTANCE OF 603.04 FEET; THENCE SOUTH 33°05'44" EAST, A DISTANCE OF 146.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,120.00 FEET, AND A CENTRAL ANGLE OF 07°03'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 137.98 FEET; THENCE SOUTH 26°02'12" EAST, A DISTANCE OF 912.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 440.00 FEET, AND A CENTRAL ANGLE OF 15°24'34"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 118.34 FEET; THENCE SOUTH 41°26'46" EAST, A DISTANCE OF 167.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 387.57 FEET, AND A CENTRAL ANGLE OF 43°55'33"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 297.13 FEET; THENCE SOUTH 02°28'47" WEST, A DISTANCE OF 5.68 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 88°22'23" WEST ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 721.46 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE PARCEL B, WHICH LIES WITHIN THE RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD, ACCORDING TO THE PLAT OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION RECORDED IN PLAT BOOK 37, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C (OR 1449/947):

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF SECTION 22 RUN NORTH 87 DEGREES 43 MINUTES 21 SECONDS EAST A DISTANCE OF 721.46 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HUNTERS RIDGE BOULEVARD, AN 80 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF SHADOW CROSSINGS, UNIT I, OF HUNTER'S RIDGE SUBDIVISION, PHASE I, AS RECORDED IN PLAT BOOK 43, PAGES 77-81 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING SAID SOUTH SECTION LINE, NORTH 01 DEGREES 49 MINUTES 28 SECONDS EAST, A DISTANCE OF 5.74 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 387.57 FEET AND A CENTRAL ANGLE OF 43 DEGREES 55 MINUTES 33 SECONDS; THENCE NORTHERLY ALONG THE ARC

OF SAID CURVE TO THE LEFT, A DISTANCE OF 297.13 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 08 MINUTES 18 SECONDS WEST, A DISTANCE OF 289.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 42 DEGREES 06 MINUTES 05 SECONDS WEST, 167.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 34 SECONDS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 118.34 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 34 DEGREES 23 MINUTES 48 SECONDS WEST, A DISTANCE OF 117.98 FEET TO THE END OF SAID CURVE; THENCE NORTH 26 DEGREES 41 MINUTES 31 SECONDS WEST, 912.32 FEET TO THE BEGINNING OF A CURVE. CONCAVE WESTERLY, HAVING A RADIUS OF 1120.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 03 MINUTES 32 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 137.98 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 30 DEGREES 13 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.90 FEET TO THE END OF SAID CURVE; THENCE NORTH 33 DEGREES 45 MINUTES 03 SECONDS WEST, 146.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 53 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 603.05 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 19 DEGREES 59 MINUTES 06 SECONDS WEST, A DISTANCE OF 597.26 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID CURVE SOUTH 85 DEGREES 52 MINUTES 06 SECONDS WEST A DISTANCE OF 281.67 FEET; THENCE NORTH 45 DEGREES 07 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 115.76 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 62.61 FEET; THENCE SOUTH 85 DEGREES 52 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 519.49 FEET; THENCE SOUTH 27 DEGREES 42 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 57.36 FEET; THENCE SOUTH 04 DEGREES 52 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 52.23 FEET; THENCE SOUTH 07 DEGREES 06 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 76.24 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 53 SECONDS FOR A DISTANCE OF 62.24 FEET; THENCE SOUTH 29 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 65.66 FEET; THENCE SOUTH 31 DEGREES 38 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 72.55 FEET; THENCE NORTH 74 DEGREES 46 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 63.04 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 29.68 FEET; THENCE SOUTH 21 DEGREES 37 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 100.88 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 163.67 FEET; THENCE NORTH 66 DEGREES 07 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 5.62 FEET; THENCE NORTH 52 DEGREES 17 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 75.82 FEET; THENCE SOUTH 79 DEGREES 03 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 129.91 FEET; THENCE SOUTH 63 DEGREES 20 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 78.48 FEET; THENCE SOUTH 28 DEGREES 44 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 92.01 FEET; THENCE SOUTH 27 DEGREES 21 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 35.48

FEET; THENCE SOUTH 09 DEGREES 40 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 35.95 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 33.71 FEET; THENCE SOUTH 08 DEGREES 59 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 110.27 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 37.62 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 175.45 FEET; THENCE NORTH 28 DEGREES 39 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 223.87 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1175.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 16 MINUTES 37 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 477.35 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 40 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 474.08 FEET TO THE END OF SAID CURVE; THENCE NORTH 44 DEGREES 16 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 145.74 FEET; THENCE NORTH 30 DEGREES 58 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 59 DEGREES 01 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 236.45 FEET; THENCE NORTH 30 DEGREES 58 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 130.00 FEET; THENCE NORTH 59 DEGREES 01 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 660.60 FEET; THENCE SOUTH 30 DEGREES 58 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 157.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 15 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 155.61 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 80 DEGREES 06 MINUTES 59 SECONDS EAST, A DISTANCE OF 155.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 243.72 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 135.00 FEET; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 255.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 215.70 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 214.74 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 143.80 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 143.16 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 34.83 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 416.76 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 01 DEGREES 49 MINUTES 35 SECONDS; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 40.01 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE PARCEL C, WHICH LIES WITHIN THE RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD, ACCORDING TO THE PLAT OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION RECORDED IN PLAT BOOK 37, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

NOTE: A PORTION OF THE PROPERTY DESCRIBED HEREIN INCLUDES THAT PARCEL OF LAND WHICH HAS BEEN PLATTED AND NOW KNOWN AS HUNTINGTON WOODS AT HUNTER'S RIDGE – PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGES 65 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

SAID PARCELS CONTAINING 196.97 ACRES MORE OR LESS.

AND

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 88 DEGREES 22 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 681.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 22 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 880.44 FEET TO THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT; THENCE NORTH 01 DEGREES 00 MINUTES 33 SECONDS WEST ALONG SAID EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER EASEMENT, A DISTANCE OF 1182.60 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SAID EASEMENT SOUTH 55 DEGREES 03 MINUTES 18 SECONDS EAST, A DISTANCE OF 659.70 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 225.53 FEET; THENCE SOUTH 33 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 326.18 FEET; THENCE SOUTH 48 DEGREES 43 MINUTES 34 SECONDS WEST, A DISTANCE OF 267.67 FEET; THENCE SOUTH 58 DEGREES 39 MINUTES 45 SECONDS EAST, A DISTANCE OF 7.01 FEET; THENCE NORTH 83 DEGREES 30 MINUTES 21 SECONDS EAST, A DISTANCE OF 60.26 FEET; THENCE SOUTH 56 DEGREES 40 MINUTES 34 SECONDS EAST, A DISTANCE OF 18.07 FEET; THENCE SOUTH 25 DEGREES 50 MINUTES 45 SECONDS EAST, A DISTANCE OF 36.88 FEET; THENCE SOUTH 82 DEGREES 17 MINUTES 34 SECONDS EAST, A DISTANCE OF 58.75 FEET; THENCE SOUTH 14 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 80.79 FEET; THENCE SOUTH 02 DEGREES 50 MINUTES 25 SECONDS WEST, A DISTANCE 42.33 FEET; THENCE SOUTH 08 DEGREES 10 MINUTES 06 SECONDS EAST, A DISTANCE OF 38.98 FEET; THENCE SOUTH 52 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 14.33 FEET; THENCE SOUTH 06 DEGREES 37 MINUTES 10 SECONDS WEST, A DISTANCE OF 60.63 FEET; THENCE SOUTH 12 DEGREES 20 MINUTES 34 SECONDS WEST, A DISTANCE OF 21.52 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 40.77 FEET TO THE SOUTH LINE OF SAID SECTION 22 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 17.98 ACRES MORE OR LESS.

## EXHIBIT "B"/ CDD and BCC INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT  
BETWEEN FLAGLER COUNTY, FLORIDA AND  
THE HUNTER'S RIDGE COMMUNITY DEVELOPMENT DISTRICT NO. 1**

THIS INTERLOCAL AGREEMENT, is entered into by and between Flagler County, Florida, a political subdivision of the State of Florida (the "County"), and the Hunter's Ridge Community Development District No. 1 (the "District"), a local unit of special purpose government created pursuant to the provisions of Chapter 190, Florida Statutes.

**RECITALS:**

**WHEREAS**, BADC Huntington Communities, LLC, a Florida limited liability company (the "Petitioner") and Royal Lion's Gate, LLC, a Florida limited liability company, as fee simple owner of real property located in Flagler County, Florida more particularly described on Exhibit "A" hereto and incorporated herein by this reference (the "Property"), did file with the County on November 26, 2013, a petition (the "Petition") pursuant to the Community Development District Act (as defined herein) to establish the Hunter's Ridge Community Development District No. 1; and

**WHEREAS**, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Flagler County (the County Commission), on April 21, 2014, granted the Petition; and

**WHEREAS**, on April 21, 2014 concurrent with the action of the County Commission granting the Petition, the County Commission enacted an Ordinance (the "Ordinance") establishing the Hunter's Ridge Community Development District No. 1 (the "District"); and

**WHEREAS**, the District consists of the portion of the Property wholly within the boundaries described in the Ordinance; and

**WHEREAS**, the District is an independent special district and a local unit of special purpose government which is created pursuant to the District Act (defined herein), and is limited to the performance of those specialized functions authorized by the District Act and the Ordinance; and

**WHEREAS**, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the District Act and the Ordinance for the delivery of urban community development services; and

**WHEREAS**, pursuant to the District Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section 190.012(1), Florida Statutes, for which the District may impose, levy and collect non ad valorem special assessments on land within the boundaries of the District; and

**WHEREAS**, in accordance with the District Act, the County has expressed in the Ordinance its consent to the District having additional powers to plan, establish, acquire, construct, or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(2)(a) and (d), Florida Statutes, for which the District may impose, levy and collect non ad valorem special assessments on land within the boundaries of the District; and



**WHEREAS**, the Petitioner has previously indicated its intent to present to the District Board (defined herein), after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to: (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the District Board for its ensuing fiscal year, (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing, (iv) provide for the assumption of maintenance responsibility for internal roadways, stormwater management ponds, street lighting and lift stations, and (v) provide for caps on the imposition of Capital Assessments, all as further described herein; and

**WHEREAS**, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the County and the District find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law; and

**WHEREAS**, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities, and the clarification of responsibilities, obligations, duties, powers and liabilities of each of the governmental bodies.

**NOW THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

#### **ARTICLE I – INTRODUCTION**

**Section 1.01 Authority.** This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the District Act, and other applicable provisions of the law.

**Section 1.02 Recitals and Exhibits.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

**Section 1.03 Authority to Contract.** The execution of this Interlocal Agreement has been authorized by the appropriate body or official(s) of the County and the District, each party has complied

with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**Section 1.04 Definitions.** The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

**"District Board"** means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

**"Capital Assessments"** mean an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the District Act, respectively.

**"District Act"** means the "Uniform Community Development District Act of 1980" codified in Chapter 190, Florida Statutes, as amended from time to time.

**"Parcel"** means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector of Flagler County.

## ARTICLE II – DISTRICT POWERS

### Section 2.01. Exercise of Powers.

**A. Powers.** The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the District Act, including but not limited to, the general powers and special powers set forth in Sections 190.011 and 190.012(1), Florida Statutes.

**B. Additional Powers.** The District petitioned the County Commission for consent to exercise one or more of the special powers granted in Section 190.012(2)(a) and (d), Florida Statutes. The County consents to the exercise of the special powers granted by Section 190.012(2)(a) and (d), Florida Statutes (2013), as may be limited by this agreement between the County and District. With respect to the power granted to the CDD under Section 190.012(2)(d), Florida Statutes, the County Commission limits the approval of security gates or guardhouses to those used for traffic control measures only. All roads shall remain open to the public.

**C. Acknowledgement of Powers.** The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b) and (c), Florida Statutes, and the District agrees that it will not provide such improvements or services, nor collect assessments thereof without the prior approval and amendment to the Ordinance by the County Commission.

## ARTICLE III – ENHANCED DISCLOSURE AND NOTICE

**Section 3.01 Enhanced Disclosure of District and Assessments.** In addition to the statutory requirements for disclosure set forth in Sections 190.009, 190.048 and 190.0485, Florida Statutes, the

District Board hereby agrees to have executed and filed in the Official Records of Flagler County a "Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments" in substantially the form attached hereto as Exhibit "B". Such Declaration is intended to inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

**Section 3.02. Notice of the District Meeting Schedule.** In addition to the statutory notice requirement set forth in Section 190.008(2)(a), Florida Statutes, the District hereby agrees to provide once a year to each landowner in the District direct notice of the District's adopted schedule of meetings of the District Board for the ensuing fiscal year, which notice shall designate the date, time and place of each of the scheduled meetings. The notice shall be sent by U.S. mail to each landowner within the District at their last known mailing address according to the owner information on record with the Flagler County Tax Collector for the respective parcel as of the date of such notice.

**Section 3.03. Notice of Annual Budget Hearing.** In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to provide to each landowner in the District direct notice of the District's annual budget hearing, which notice shall designate the date, time, and place of the public hearing. The notice shall be sent by U.S. mail to each landowner within the District at their last known mailing address according to the owner information on record with the Flagler County Tax Collector for the respective parcel as of the date of such notice.

#### **ARTICLE IV – MAINTENANCE OBLIGATIONS**

**Section 4.01. Internal Roadways, Stormwater Management Ponds, Street lighting and Lift Stations.** The District hereby agrees to assume maintenance responsibility for any internal roadways, common areas, stormwater management ponds, street lighting and lift stations which are planned, platted and/or constructed within the District boundaries. All roads shall be open to the public, but may be gated as a traffic control measure. The parties acknowledge that roadways within that portion of the District which is encompassed by the Huntington Woods at Hunter's Ridge Phase I subdivision, as recorded in Map Book 37, Pages 65-69, have previously been accepted for maintenance by the Hunters Ridge Homeowners Association of East Florida, Inc. (the "HOA"). However, the County and the District desire for the maintenance responsibilities to be assumed by the District. The District agrees to enter into an agreement with the HOA to address the maintenance obligations of the District and the HOA in a form substantially similar to Exhibit "C" attached hereto. The agreement with the HOA shall be entered into within six (6) months of the Effective Date of this Interlocal Agreement.

#### **ARTICLE V – ASSESSMENTS ON COUNTY PROPERTY**

**Section 5.01.** The District shall not impose, levy, certify or otherwise seek to encumber or collect special assessments, non ad valorem assessments, maintenance assessments or taxes of any kind for property which is owned, or may be owned in the future, by the County, regardless of the uses to which the property is put.

#### **ARTICLE VI – CAPITAL ASSESSMENTS**

**Section 6.01 Imposition of Capital Assessments.** The District has the right to impose Capital Assessments on Parcel Owners pursuant to the District Act, for the purpose of repaying bonds issued (and related expenses) to finance the Improvements.

**Section 6.02. Budget.** The County has received and reviewed the financial documents and all information relating to the improvements to be made within the boundaries of the District. The County and the District agree, based on the information provided in the Petition, on the financial needs and estimated budget of the District for construction of anticipated improvements.

**Section 6.03. Limit on Capital Assessments.** The District shall not impose annual Capital Assessments on any Parcel identified below in excess of the following limits and, if more than one Capital Assessment is imposed on Parcels within the District, no one annual Capital Assessment shall be increased to the extent that it would cause the total of all Capital Assessments for a Parcel in any given year to exceed the following limits:

	<u>Lot Size</u>	<u>Maximum Assessment</u>
A.	Townhome	\$1000.00
B.	40' lot	\$1000.00
C.	50' lot	\$1000.00
D.	60' lot	\$1000.00
E.	70' lot	\$1000.00

These amounts are exclusive of operation and maintenance assessments which may be imposed by the District and any assessments imposed by a homeowners' association. These amounts are also net of the statutory discount and collection costs using the Uniform Method of Collection pursuant to Chapter 197, Florida Statutes.

**Section 6.04. Additional or Increased Capital Assessments.** Notwithstanding the above, the District may impose additional or increased Capital Assessments on a Parcel beyond the limitations listed in the previous paragraph if the County agrees to such increase. The County agrees to consider any request of the District to increase the Capital Assessments; provided, however, the County is under no obligation to consent to such increases. The following are examples, not intended to be exhaustive, where the District may request the County to reconsider such limitations:

(a) **Force Majeure.** In a Force Majeure circumstance for: (i) the cost of repairing/or replacing any damaged Improvement on the Property where the amount of insurance proceeds received are insufficient to satisfy the costs of such repair, or (ii) the cost of completing initial construction of an improvement where an event of Force Majeure affects construction (either by delaying completion or increasing the costs of completion) of the improvement. In either event, the District may impose additional Capital Assessments on Parcel Owners in accordance with the apportionment methodology established in the financial documents; provided, however, such costs are normal and customary to the local area where the Property is located;

(b) **Excessive costs.** If the actual costs associated with the construction of any Improvement to the Property exceed the estimated costs for such Improvements; or

(c) Additional Improvements. If the District decides to construct additional improvements not originally contemplated by the documentation supporting the Petition for Establishment provided to and approved by the County.

**Section 6.05. Other Assessments.** This Article applies to Capital Assessments for the improvements and shall not affect the District's right to impose ad valorem taxes, or operation and maintenance assessments on any Parcel. Except to the extent limited by Section 6.03, Article VI shall not affect the District's right to impose liens as provided by Florida Statutes.

**Article VII – Miscellaneous Provisions**

**Section 7.01. Notices.** Any notices or reports required or allowed by this Agreement shall be in writing and be deemed delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

For the County: County Administrator  
1769 East Moody Blvd, Bldg. 2  
Bunnell, Florida 32110

With a copy to: Albert J. Hadeed, Esquire  
1769 East Moody Blvd, Bldg. 2  
Bunnell, Florida 32110

For the District: Wrathell Hunt & Associates, LLC  
District Manager  
6131 Lyons Road  
Coconut Creek, FL 33073

With copy to: Cobb Cole, P.A.  
District Counsel  
351 East New York Avenue; Suite 200  
DeLand, FL 32724

**Section 7.02. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

**Section 7.03. Effective Date.** This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its recordation in the Public Records of Flagler County.

**Section 7.04. Governing Law and Venue.** The exclusive venue for enforcement or interpretation of this Agreement is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

**Section 7.05. Non-Waiver.** The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

**Section 7.06. Severability.** If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

**Section 7.07. Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties.

**Section 7.08. Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

**Section 7.09. Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

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DRAFT

APPROVED by Flagler County this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

**George Hanns, Chairman**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gail Wadsworth, Clerk of the  
Circuit Court and Comptroller

\_\_\_\_\_  
Al Hadeed,  
County Attorney

APPROVED by the District Board this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**WITNESSES:**

**HUNTER'S RIDGE COMMUNITY  
DEVELOPMENT DISTRICT NO. 1, a local  
unit of special purpose government established  
pursuant to Chapter 190, Fla. Stat.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

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

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

**Its:** **Chairman**

**DRAFT**



Exhibit A. Property Boundary

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**EXHIBIT A**

PARCEL A (OR 1424/42):

A PORTION OF SECTION 21 AND SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF SAID SECTION 22, SOUTH 88°20'11" SECONDS WEST, FOR A DISTANCE OF 254.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTH LINE OF SECTION 22, NORTH 35°02'05" WEST, FOR A DISTANCE OF 2032.48 FEET; THENCE SOUTH 28°44'58" WEST FOR A DISTANCE OF 92.01 FEET; THENCE SOUTH 27°21'03" WEST, FOR A DISTANCE OF 35.48 FEET; THENCE SOUTH 09°40'44" WEST, FOR A DISTANCE OF 35.95 FEET; THENCE SOUTH 46°22'05" EAST, FOR A DISTANCE OF 33.71 FEET; THENCE SOUTH 08°59'09" EAST, FOR A DISTANCE OF 110.27 FEET; THENCE SOUTH 25°29'08" WEST, FOR A DISTANCE OF 37.62 FEET; THENCE SOUTH 72°36'51" WEST, FOR A DISTANCE OF 175.45 FEET; THENCE NORTH 28°39'12" WEST, FOR A DISTANCE OF 223.87 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 477.35 FEET, HAVING A CENTRAL ANGLE OF 23°16'37", A RADIUS OF 1175.00 FEET, A CHORD BEARING OF NORTH 40°17'30" WEST, AND A CHORD DISTANCE OF 474.08 FEET; THENCE NORTH 44°16'51" WEST, FOR A DISTANCE OF 145.74 FEET; THENCE NORTH 30°58'16" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 59°01'44" WEST FOR A DISTANCE OF 349.67 FEET; THENCE NORTH 42°15'29" WEST, FOR A DISTANCE OF 307.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100 FOOT RIGHT OF WAY), AS INTENDED; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 54°30'43" WEST FOR A DISTANCE OF 802.46 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT CONCAVE SOUTHEASTERLY WITH AN ARC LENGTH OF 176.76 FEET, HAVING A CENTRAL ANGLE OF 3°45'03", A RADIUS OF 2700.00 FEET, A CHORD BEARING OF SOUTH 52°38'11" WEST, AND A CHORD DISTANCE OF 176.73 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 43°21'02" EAST, FOR A DISTANCE OF 1644.15 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT CONCAVE NORTHEASTERLY WITH AN ARC LENGTH OF 440.53 FEET, HAVING A CENTRAL ANGLE OF 32°35'38", A RADIUS OF 774.39 FEET, A CHORD BEARING OF SOUTH 60°09'58" EAST, AND A CHORD DISTANCE OF 434.61 FEET; TO A POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 266.96 FEET, HAVING A CENTRAL ANGLE OF 20°35'04", A RADIUS OF 743.08 FEET, A CHORD BEARING OF SOUTH 65°47'59" EAST, AND A CHORD DISTANCE OF 265.53 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 22; THENCE ALONG SAID SOUTH LINE OF SECTION 22, NORTH 88°20'11" EAST, FOR A DISTANCE OF 1470.13 FEET TO THE POINT OF BEGINNING.

PARCEL B (OR 1437/955):

LEGAL DESCRIPTION: PROPOSED BARRINGTON-WILTSHIRE (BY SURVEYOR)

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22; THENCE NORTH 88°22'23" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 801.67 FEET TO THE INTERSECTION OF THE SAID SOUTH LINE OF THE SOUTHEAST 1/4 AND THE EAST RIGHT-OF-WAY LINE OF HUNTER'S RIDGE BOULEVARD (A 80' PRIVATE RIGHT-OF-WAY) AND THE POINT-OF-BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 467.57 FEET AND A CENTRAL ANGLE OF 43°55'04"; THENCE FROM A TANGENT BEARING OF NORTH 02°28'18" EAST RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING EIGHT CALLS AN ARC DISTANCE OF 358.40 FEET; THENCE NORTH 41°26'46" WEST, A DISTANCE OF 167.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 360.00 FEET, AND A CENTRAL ANGLE OF 15°24'34"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 96.82 FEET; THENCE NORTH 26°02'12" WEST, A DISTANCE OF 912.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,200.00 FEET, AND A CENTRAL ANGLE OF 07°03'32"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 147.84 FEET; THENCE NORTH 33°05'44" WEST, A DISTANCE OF 146.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,175.00 FEET, AND A CENTRAL ANGLE OF 29°37'09"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 607.42 FEET; THENCE NORTH 03°28'35" WEST, A DISTANCE OF 325.50 FEET; THENCE SOUTH 48°40'37" EAST, A DISTANCE OF 62.22 FEET; THENCE NORTH 86°44'13" EAST, A DISTANCE OF 105.93 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'23"; THENCE FROM A TANGENT BEARING OF SOUTH 89°59'42" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 109.97 FEET; THENCE SOUTH 81°00'19" EAST, A DISTANCE OF 27.37 FEET; THENCE SOUTH 80°30'36" EAST, A DISTANCE OF 105.62 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 113.43 FEET, AND A CENTRAL ANGLE OF 32°55'39"; THENCE FROM A TANGENT BEARING OF SOUTH 81°52'02" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 65.19 FEET; THENCE NORTH 65°12'19" EAST, A DISTANCE OF 80.94 FEET; THENCE NORTH 24°16'39" WEST, A DISTANCE OF 115.58 FEET; THENCE NORTH 65°56'34" EAST, A DISTANCE OF 219.53 FEET; THENCE SOUTH 23°51'30" EAST, A DISTANCE OF 147.86 FEET; THENCE SOUTH 84°41'14" EAST, A DISTANCE OF 32.53 FEET; THENCE SOUTH 76°52'13" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 78°20'10" EAST, A DISTANCE OF 32.00 FEET; THENCE NORTH 74°32'29" EAST, A DISTANCE OF 39.23 FEET; THENCE NORTH 73°20'42" EAST A DISTANCE OF 34.36 FEET; THENCE NORTH

63°48'20" EAST, A DISTANCE OF 26.83 FEET; THENCE NORTH 58°40'13" EAST, A DISTANCE OF 34.27 FEET; THENCE NORTH 53°02'55" EAST, A DISTANCE OF 47.26 FEET; THENCE NORTH 52°59'29" EAST, A DISTANCE OF 16.89 FEET TO THE WEST LINE OF A 236' WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE SOUTH 00°59'50" EAST ALONG SAID WEST LINE, A DISTANCE OF 2,606.02 FEET TO THE SAID SOUTH LINE OF THE SOUTHEAST 1/4; THENCE SOUTH 88°22'23" WEST ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 33.78 FEET TO THE POINT-OF-BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED ADDITIONAL LANDS:

THAT PORTION OF SECTION 22 TOWNSHIP 14 SOUTH RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION AS RECORDED IN MAP BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA AND WESTERLY OF THAT PROPERTY DESCRIBED AS BARRINGTON-WILTSHIRE PROPERTY IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1437 PAGES 955-959, SAID PROPERTY BEING DESCRIBED ON PAGE 958 THEREOF, AND BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 22 AND ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID BARRINGTON-WILTSHIRE PROPERTY N 48°40'37" W. 0.28 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION.

AND

LEGAL DESCRIPTION: PROPOSED WILDER LOOK (BY SURVEYOR)

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°00'04" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 254.17 FEET; THENCE LEAVING SAID LINE RUN NORTH 34°22'50" WEST, A DISTANCE OF 2,032.52 FEET; THENCE NORTH 63°59'36" EAST, A DISTANCE OF 78.48 FEET; THENCE NORTH 79°42'37" EAST, A DISTANCE OF 129.91 FEET; THENCE SOUTH 51°38'31" EAST, A DISTANCE OF 75.82 FEET; THENCE SOUTH 65°28'33" EAST, A DISTANCE OF 5.62 FEET; THENCE NORTH 43°44'25" EAST, A DISTANCE OF 163.67 FEET; THENCE NORTH 20°57'45" WEST, A DISTANCE OF 100.88 FEET; THENCE NORTH 74°39'31" WEST, A DISTANCE OF 29.68 FEET; THENCE SOUTH 75°25'23" WEST, A DISTANCE OF 63.04 FEET; THENCE NORTH 30°59'02" WEST, A DISTANCE OF 72.55 FEET; THENCE NORTH 29°13'11" WEST, A DISTANCE OF 65.66 FEET; THENCE NORTH 04°40'12" EAST, A DISTANCE OF 62.24 FEET; THENCE NORTH 07°45'47" EAST, A DISTANCE OF 76.24 FEET; THENCE NORTH 04°13'18" WEST, A DISTANCE OF 52.23 FEET; THENCE NORTH 28°21'37" EAST, A DISTANCE OF 57.36 FEET; THENCE NORTH 86°31'25" EAST, A DISTANCE OF 519.49 FEET; THENCE SOUTH 03°28'35" EAST, A DISTANCE OF 62.61 FEET; THENCE SOUTH 44°27'47" EAST, A DISTANCE OF 115.76

FEET; THENCE NORTH 86°31'25" EAST, A DISTANCE OF 281.67 FEET TO THE WEST RIGHT-OF-WAY LINE OF HUNTER'S RIDGE BOULEVARD (A 80' PRIVATE RIGHT-OF-WAY) SAID POINT BEING A POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,255.00 FEET, AND A CENTRAL ANGLE OF 27°31'53"; THENCE FROM A TANGENT BEARING OF SOUTH 05°33'51" EAST, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING EIGHT CALLS, AN ARC DISTANCE OF 603.04 FEET; THENCE SOUTH 33°05'44" EAST, A DISTANCE OF 146.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,120.00 FEET, AND A CENTRAL ANGLE OF 07°03'32"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 137.98 FEET; THENCE SOUTH 26°02'12" EAST, A DISTANCE OF 912.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 440.00 FEET, AND A CENTRAL ANGLE OF 15°24'34"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 118.34 FEET; THENCE SOUTH 41°26'46" EAST, A DISTANCE OF 167.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 387.57 FEET, AND A CENTRAL ANGLE OF 43°55'33"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 297.13 FEET; THENCE SOUTH 02°28'47" WEST, A DISTANCE OF 5.68 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 88°22'23" WEST ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 721.46 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE PARCEL B, WHICH LIES WITHIN THE RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD, ACCORDING TO THE PLAT OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION RECORDED IN PLAT BOOK 37, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C (OR 1449/947):

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF SECTION 22 RUN NORTH 87 DEGREES 43 MINUTES 21 SECONDS EAST A DISTANCE OF 721.46 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HUNTERS RIDGE BOULEVARD, AN 80 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF SHADOW CROSSINGS, UNIT I, OF HUNTER'S RIDGE SUBDIVISION, PHASE I, AS RECORDED IN PLAT BOOK 43, PAGES 77-81 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING SAID SOUTH SECTION LINE, NORTH 01 DEGREES 49 MINUTES 28 SECONDS EAST, A DISTANCE OF 5.74 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 387.57 FEET AND A CENTRAL ANGLE OF 43 DEGREES 55 MINUTES 33 SECONDS; THENCE NORTHERLY ALONG THE ARC

OF SAID CURVE TO THE LEFT, A DISTANCE OF 297.13 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 08 MINUTES 18 SECONDS WEST, A DISTANCE OF 289.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 42 DEGREES 06 MINUTES 05 SECONDS WEST, 167.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 34 SECONDS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 118.34 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 34 DEGREES 23 MINUTES 48 SECONDS WEST, A DISTANCE OF 117.98 FEET TO THE END OF SAID CURVE; THENCE NORTH 26 DEGREES 41 MINUTES 31 SECONDS WEST, 912.32 FEET TO THE BEGINNING OF A CURVE. CONCAVE WESTERLY, HAVING A RADIUS OF 1120.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 03 MINUTES 32 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 137.98 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 30 DEGREES 13 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.90 FEET TO THE END OF SAID CURVE; THENCE NORTH 33 DEGREES 45 MINUTES 03 SECONDS WEST, 146.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 53 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 603.05 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 19 DEGREES 59 MINUTES 06 SECONDS WEST, A DISTANCE OF 597.26 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID CURVE SOUTH 85 DEGREES 52 MINUTES 06 SECONDS WEST A DISTANCE OF 281.67 FEET; THENCE NORTH 45 DEGREES 07 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 115.76 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 62.61 FEET; THENCE SOUTH 85 DEGREES 52 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 519.49 FEET: THENCE SOUTH 27 DEGREES 42 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 57.36 FEET; THENCE SOUTH 04 DEGREES 52 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 52.23 FEET: THENCE SOUTH 07 DEGREES 06 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 76.24 FEET: THENCE SOUTH 04 DEGREES 00 MINUTES 53 SECONDS FOR A DISTANCE OF 62.24 FEET; THENCE SOUTH 29 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 65.66 FEET; THENCE SOUTH 31 DEGREES 38 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 72.55 FEET: THENCE NORTH 74 DEGREES 46 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 63.04 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 29.68 FEET; THENCE SOUTH 21 DEGREES 37 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 100.88 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 163.67 FEET; THENCE NORTH 66 DEGREES 07 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 5.62 FEET; THENCE NORTH 52 DEGREES 17 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 75.82 FEET: THENCE SOUTH 79 DEGREES 03 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 129.91 FEET; THENCE SOUTH 63 DEGREES 20 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 78.48 FEET; THENCE SOUTH 28 DEGREES 44 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 92.01 FEET; THENCE SOUTH 27 DEGREES 21 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 35.48

FEET; THENCE SOUTH 09 DEGREES 40 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 35.95 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 33.71 FEET; THENCE SOUTH 08 DEGREES 59 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 110.27 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 37.62 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 175.45 FEET; THENCE NORTH 28 DEGREES 39 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 223.87 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1175.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 16 MINUTES 37 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 477.35 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 40 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 474.08 FEET TO THE END OF SAID CURVE; THENCE NORTH 44 DEGREES 16 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 145.74 FEET; THENCE NORTH 30 DEGREES 58 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 59 DEGREES 01 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 236.45 FEET; THENCE NORTH 30 DEGREES 58 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 130.00 FEET; THENCE NORTH 59 DEGREES 01 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 660.60 FEET; THENCE SOUTH 30 DEGREES 58 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 157.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 15 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 155.61 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 80 DEGREES 06 MINUTES 59 SECONDS EAST, A DISTANCE OF 155.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 243.72 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 135.00 FEET; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 255.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 215.70 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 214.74 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 143.80 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 143.16 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 34.83 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 416.76 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 01 DEGREES 49 MINUTES 35 SECONDS; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 40.01 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE PARCEL C, WHICH LIES WITHIN THE RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD, ACCORDING TO THE PLAT OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION RECORDED IN PLAT BOOK 37, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

NOTE: A PORTION OF THE PROPERTY DESCRIBED HEREIN INCLUDES THAT PARCEL OF LAND WHICH HAS BEEN PLATTED AND NOW KNOWN AS HUNTINGTON WOODS AT HUNTER'S RIDGE - PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGES 65 THROUGH 69, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

SAID PARCELS CONTAINING 196.97 ACRES MORE OR LESS.

AND

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 88 DEGREES 22 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 681.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 22 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 880.44 FEET TO THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT; THENCE NORTH 01 DEGREES 00 MINUTES 33 SECONDS WEST ALONG SAID EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER EASEMENT, A DISTANCE OF 1182.60 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SAID EASEMENT SOUTH 55 DEGREES 03 MINUTES 18 SECONDS EAST, A DISTANCE OF 659.70 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 30 SECONDS EAST, A DISTANCE OF 225.53 FEET; THENCE SOUTH 33 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 326.18 FEET; THENCE SOUTH 48 DEGREES 43 MINUTES 34 SECONDS WEST, A DISTANCE OF 267.67 FEET; THENCE SOUTH 58 DEGREES 39 MINUTES 45 SECONDS EAST, A DISTANCE OF 7.01 FEET; THENCE NORTH 83 DEGREES 30 MINUTES 21 SECONDS EAST, A DISTANCE OF 60.26 FEET; THENCE SOUTH 56 DEGREES 40 MINUTES 34 SECONDS EAST, A DISTANCE OF 18.07 FEET; THENCE SOUTH 25 DEGREES 50 MINUTES 45 SECONDS EAST, A DISTANCE OF 36.88 FEET; THENCE SOUTH 82 DEGREES 17 MINUTES 34 SECONDS EAST, A DISTANCE OF 58.75 FEET; THENCE SOUTH 14 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 80.79 FEET; THENCE SOUTH 02 DEGREES 50 MINUTES 25 SECONDS WEST, A DISTANCE 42.33 FEET; THENCE SOUTH 08 DEGREES 10 MINUTES 06 SECONDS EAST, A DISTANCE OF 38.98 FEET; THENCE SOUTH 52 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 14.33 FEET; THENCE SOUTH 06 DEGREES 37 MINUTES 10 SECONDS WEST, A DISTANCE OF 60.63 FEET; THENCE SOUTH 12 DEGREES 20 MINUTES 34 SECONDS WEST, A DISTANCE OF 21.52 FEET;



THENCE SOUTH 00 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 40.77 FEET TO THE SOUTH LINE OF SAID SECTION 22 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 17.98 ACRES MORE OR LESS.

Exhibit B. Enhanced Disclosure of District and Assessments.

PROPOSED FORM  
(ACTUAL FORM WILL BE PREPARED BY BOND COUNSEL UPON ISSUANCE OF BONDS)

**DECLARATION OF CONSENT TO JURISDICTION OF  
COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

The undersigned, authorized officers of [ insert ] (the "Landowner") and the sole owner of land described in Attachment 1 hereto (the "Property") and located within the boundaries of the District (hereinafter defined) intending that it and its successors in interest shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. Hunter's Ridge Community Development District (the "District") is, and has been at all times relevant hereto, a legally created, duly organized, and validly existing community development district under the provisions of Florida Statutes, Chapter 190, and Ordinance No. [insert] enacted by the Board of County Commissioners of Flagler County, Florida on [insert date]. The members of the Board of Supervisors of the District (the "Supervisors") and officers as constituted to and including the date of this Declaration were duly elected to their respective positions in accordance with all requirements of Federal and Florida law including the Constitution of the United States of America and of the State of Florida and had the authority and right to authorize, approve and undertake all actions of the District referred to herein.

2. The Landowner, its heirs, successors and assigns hereby confirm and agree that the special assessments imposed by the District pursuant to Resolution 2014 – [insert] (collectively, the "Assessment Proceedings"), including any true up payments required to be paid pursuant to the adopted and approved assessment methodology, are valid, legal, binding liens against the Land, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. The Landowner acknowledges and agrees that it was present at the meeting of the Board of Supervisors upon the adoption of the foregoing Resolution, that such meetings were properly noticed meetings of such Board, and further that it does hereby waive any irregularity in any notice which could be asserted as being applicable under provisions of Florida law in connection with the adoption of such Resolution.

3. The Landowner, its heirs, successors and assigns, hereby waive the right granted in Chapter 170.09, Florida Statutes, to prepay the special assessments within thirty (30) days after the improvements are completed without interest, in consideration of limiting the amount of capitalized interest which was required to be borrowed by the District, thereby reducing the amount of the special assessments and in consideration of the rights granted by the District to prepay the special assessments in full at any time under the circumstances set forth in this Resolution of the District levying the special assessments.

THE DECLARATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN ATTACHMENT 1 HERETO AND SHALL BE BINDING ON PROPERTIES AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE

LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THIS DECLARATION OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

WITNESSES:

INSERT LANDOWNER

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

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

STATE OF FLORIDA )  
COUNTY OF FLAGLER )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by INSERT. He / She is personally known to me or has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No. \_\_\_\_\_

Exhibit C / Draft Agreement between District and HOA.

DRAFT

INFRASTRUCTURE MAINTENANCE AGREEMENT 02/26/2014 4:43 PM

This Agreement is made and entered into by and between the **Hunter's Ridge Community Development District #1**, an independent unit of special purpose government established under Fla. Stat. §190, et seq., (the "CDD") and the **Hunter's Ridge Homeowner's Association, Inc.**, a Florida non-profit corporation, (the "HOA") for the purposes set forth herein.

**Statement of Purpose**

The Hunter's Ridge development covers property that is in the general governmental jurisdiction of both Volusia and Flagler County's. The portions of Hunter's Ridge in Volusia County were developed with public infrastructure that is owned and maintained by the City of Ormond Beach, Florida. Costs associated with the ownership and maintenance of portions public infrastructure associated with the Flagler County portions of the Hunter's Ridge project are an undue burden on the HOA. The CDD was established by Flagler County to finance and maintain public infrastructure that supports development of the real property located within the CDD's boundary. Portions of the public infrastructure that benefits the property within the CDD's boundary are currently maintained by the HOA and the parties desire, through this Agreement, to establish a clear understanding of their respective costs and obligations relating to such public infrastructure.

1. **Incorporation of Statement of Purpose** – The Statement of Purpose is incorporated as part of this Agreement.
2. **Installation and Maintenance of Public Infrastructure Located within the CDD Boundary** – The CDD shall have primary responsibility for the costs associated with installing and maintaining the public infrastructure located within its boundaries (the "CDD Infrastructure"). The final public infrastructure to be financed, installed and maintained by or on behalf of the CDD will be established through the CDD's adoption of a capital improvement plan. The preliminary CDD Infrastructure is identified in the Statement of Estimated Regulatory Expenses attached as Exhibit A. It is the specific intent of the CDD and HOA that none of the costs associated with maintenance of the CDD Infrastructure will be borne by the HOA.
3. **Apportionment of Maintenance Costs for Flagler County Public Infrastructure Located Outside the CDD Boundary** – Portions of the infrastructure located outside of the proposed CDD boundary and identified on attached Exhibit B is currently maintained by the HOA (the "Flagler Infrastructure"). The CDD and HOA agree that the cost of maintaining Airport Road between Hunter's Ridge Boulevard and the westerly entrance into the Huntington Lakes subdivision should be borne by the CDD since Flagler County required platting of this section of Airport Road as a condition to the development of the Huntington Lakes subdivision. The CDD and HOA further agree that the costs associated with the ongoing maintenance of the Flagler Infrastructure should be apportioned among the property that is developed in Flagler County as a part of the overall development of Hunter's Ridge. The CDD shall pay

its pro-rata share of those costs, as determined by the ratio of the total number of lots located within the CDD to the overall number of lots approved for the Flagler County portion of the Hunter's Ridge development.

- a. *Method of Payment.* The HOA will present the CDD with periodic invoices for the costs it has incurred in connection with the maintenance of the Flagler Infrastructure. Within thirty (30) days of receipt of the invoices, the CDD will submit payment of its pro-rata share of the maintenance costs for the Flagler Infrastructure to the HOA.
- b. *Cooperation Regarding Apportionment of Future Maintenance Costs.* The CDD and HOA shall review and evaluate the pro-rata apportionment of the maintenance costs associated with the Flagler Infrastructure on or before June 30 of each year so that any adjusted maintenance costs can be included in the CDD's maintenance budget for the new fiscal year.

4. **Miscellaneous Provisions –**

- a. *Notice.* All notices required or permitted under this Agreement shall be in writing and hand-delivered or mailed to the following parties:

For the Hunter's Ridge HOA:

HOA President  
100 Shadow Crossing Blvd.  
Ormond Beach, FL 32174-2514

With Copies to:

Wright, Casey & Stowers  
44 W. Granada Blvd.  
Ormond Beach, FL 32174

For the Hunter's Ridge CDD #1:

Hunter's Ridge CDD#1  
District Manager  
Wrathell Hunt & Associates, LLC  
6131 Lyons Rd.  
Coconut Creek, FL 33073

With Copies to:

CobbCole, P.A.  
District Counsel  
351 E. New York Ave.  
Suite 200  
DeLand, FL 32724

- b. *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the CDD, the HOA and their respective successors and assigns.
- c. *Effective Date.* This Agreement shall become effective after its execution by the authorized representatives of both parties.
- d. *Governing Law and Venue.* The exclusive venue for enforcement or interpretation of this Agreement is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

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- e. *Non-Waiver.* The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.
- f. *Severability.* If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- g. *Entire Agreement.* This Agreement contains all the terms and conditions agreed upon by the parties.
- h. *Construction.* This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

WITNESSES:

**HUNTER'S RIDGE COMMUNITY DEVELOPMENT DISTRICT #1**, a local unit of special purpose government established pursuant to Chapter 190, Fla. Stat.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

Its: Chairman

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

Date: \_\_\_\_\_

WITNESSES:

**HUNTER'S RIDGE HOMEOWNER'S ASSOCIATION**, a Florida non-profit corporation

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

Its: President

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

**Draft Copy**

Date: \_\_\_\_\_ 02/26/2014 4:43 PM