

RESOLUTION 2024-24

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING EASEMENT AGREEMENTS BETWEEN THE CITY OF FLAGLER BEACH AND DCB ORCHID TO CONSTRUCT INFRASTRUCTURE WITHIN THE CITY OF FLAGLER BEACH AND UTILIZE THE ASSOCIATED PROPERTY FOR THE PURPOSES OF LEASING THE INFRASTRUCTURE, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City Commission wishes to engage with DCB Orchid to construct state of the art communications infrastructure; and

WHEREAS, the easements are necessary to construct the infrastructure within our municipal limits.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH:

SECTION 1. The Flagler Beach City Commission authorizes the Mayor to endorse the easements after review and approval by the City Attorney, which will be attached to the resolution as Exhibit "A", and will reflect the locations in the material supplied to the Commission while reviewing and approving this resolution.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately as provided by law.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF OCTOBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

\_\_\_\_\_  
Patti King, Mayor

\_\_\_\_\_  
Penny Overstreet, City Clerk

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Jo O. Thacker, Esq.  
Nelson Mullins Riley & Scarborough LLP  
390 North Orange Avenue, Suite 1400  
Orlando, FL 32801

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF FLAGLER BEACH, FLORIDA, a municipal corporation of the State of Florida (the “**Grantor**”), and DCB Orchid, LLC, a Delaware limited liability company (the “**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**parties**”, and separately as the “**party**”).

**WITNESSETH:**

**WHEREAS**, the Grantor is the owner of that certain real property located in Flagler County, Florida, Parcel ID #s 12-12-31-4500-00730-0340 and 12-12-31-4500-00120-0020, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Grantor Property”); and

**WHEREAS**, Grantee is the developer of that certain project to be a multi-tenant and multi-cable subsea cable landing station (“CLS”) located within the City of Palm Coast and intends to construct a subsea cable landing infrastructure (“Outfall”), consisting of ocean ground beds (“OGB”), bored underground conduits and infrastructure within the City of Flagler Beach (the “Project”), utilizing the Property for the purposes of leasing its conduits and associated infrastructure, either by a Commercial Lease or Indefeasible Right of Use (“IRU”), as Grantee in its sole judgment, may deem necessary or appropriate for the provision of services; and

**WHEREAS**, Grantor desires to grant Grantee, and Grantee desires to obtain from Grantor, certain temporary and exclusive thirty-five (35) year easements on and over the Property, subject to the terms and conditions of this Agreement, for purposes of surveying, developing, constructing, installing, placing, reconstructing, replacing, altering, monitoring, maintaining, repairing, and operating a subsea cable landing site required for the Project.

**NOW, THEREFORE**, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid by the parties, the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by reference.

2. **Grant of Easements.** Subject to the terms, conditions, and limitations set forth herein, the Grantor hereby grants and conveys to Grantee, its successors and assigns, the following easements:

a. **Exclusive Easement.** An exclusive, transferable and assignable easement (the "Easement") upon, over, under, within, through and across, and right to use, those certain portions of Grantor's Property being more particularly shown in Exhibit "B" (the "Easement Area"), for the purposes of (i) providing pipes, lines, systems, facilities and related equipment, and upgrades for the delivery of the fiber optic infrastructure and service to Grantee's CLS to be a landing station for optical communication cables as part of the Project and (ii) providing power to the cables to regenerate the optical signal including without limitation: the right of Grantee, its successors, assigns, contractors, subcontractors, agents and permittees to lay, construct, locate, install, use, operate, maintain, inspect, repair, tie into, connect to, relocate and replace such fiber optic service cables, lines, systems, metering and regulating stations and facilities with necessary valves, meters, fittings, service lines, controls, devices, equipment and other usual appurtenances and improvements (collectively, "Improvements") upon, over, under, within, through and across the Easement Area as are customary and reasonably necessary for the purpose of delivering such Improvements to Grantee's CLS which might now or hereafter be installed within the Easement Area by Grantee, those using the Easement Area or any other Persons. Nothing herein shall be construed to limit Grantor or the public's use of the surface area of the Property. The Parties acknowledge and agree that, as of the Effective Date, the surface area of the Property is currently used for public parking. The Easement and use thereof shall not impede or impair the public's use or Grantor's normal use of the Property. Grantee shall have the on-going right to construct and maintain the Improvements which may impact Grantor's temporary use of the Property. The Easement shall remain in full force and effect until the earlier of: (i) August 22, 2059, or (ii) six (6) months after the Project ceases operations by written notice from Grantee to Grantor, unless earlier terminated in accordance with Section 3.

b. **Temporary Construction Easement.** Grantor further hereby grants to Grantee a temporary, non-exclusive easement (the "Temporary Construction Easement") upon, over and across the Easement Area for the purposes of constructing and completing the Improvements. The Temporary Construction Easement shall expire without the need for further documentation upon the earlier to occur of (i) the date the Improvements are completed, (ii) the date which is eighteen (18) months following commencement of the Improvements.

3. **Payment for Easement.** As compensation for the Easements and interests granted in this Agreement, Grantee shall pay Grantor a one-time fee of \$200,000 per cable. An advance payment in the amount of \$600,000 for the first three cables (the "Advance Payment") shall be paid within 90 days after Grantee receives the permits from the Florida Department of Environmental Protection ("FDEP") and the United States Army Corp of Engineers ("USACE"), which are required to construct the Outfall. Grantee shall pay Grantor a fee of \$250,000 for each additional cable within 90 days after Grantee's receipt of each respective permit authorizing Grantee to land each cable within the Easement Area. In the event Grantee has not made the Advance Payment to Grantor on or before December 31, 2027, this Agreement shall automatically

terminate and be of no further force and effect, unless such termination is waived by the Parties in writing.

4. **Construction Easement Specific Terms and Conditions.**

a. Advance Payment/Permits. Before commencing any construction or installation, Grantee shall cause the Advance Payment to be made to Grantor, and Grantee shall have obtained all required permits for the construction, installation, use, and operation of the Improvements including, but not limited to, the FDEP and USACE permits. Grantee shall furnish detailed plans of the work and other information required by Grantor and shall pay all required fees prior to issuance of said permits in accordance with the rates in effect at the time of the payment. Grantee shall comply with all terms and conditions of said permits. Nothing herein shall be construed as a waiver or agreement to alter Grantor's municipal approval processes undertaken in Grantor's capacity as a municipality.

b. Requirements. No construction or installation of the Improvements may commence until all required bonds, letters of credit, certificates of insurance, and other instruments required by this Agreement have been filed with, accepted, and approved by Grantor, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

c. Barricades and Signs. During the course of construction on the Property, Grantee shall cause suitable barricades, warning signs, signals, and other measures to be erected, placed, and used to safeguard members of the general public, to adequately give notice, protection and warning of the existence of the actual conditions present so as to prevent injury or damage to any Person, vehicle, or property by reason of the construction work being conducted on the Property, and shall comply with all federal, state, and local laws and regulations.

d. Restoration.

i. Grantee shall not open, disturb, or obstruct any more of the Property than is reasonably necessary and shall not allow any portion of the Property so disturbed or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. After the construction and installation of any portion the Improvements is completed, Grantee shall, at its cost, repair and return the Property to a condition to a minimum of the same or similar condition existing before the start of the construction and installation. Grantee shall be responsible for any damage to street pavements, existing utilities, curbs, gutters, sand dunes, vegetation, landscaping, grounds, walkways, sidewalks and any other structures or improvements on the Property due to Grantee's construction and installation of the Improvements (the "Damaged Property"), and shall repair, replace, and restore in-kind, the said Damaged Property at its sole expense within thirty (30) days after the construction and installation is completed, subject to extension as provided in the Agreement . If Grantee fails to repair, replace, and restore said Damaged Property to the reasonable satisfaction of Grantor, after thirty (30) days' written notice given by Grantor to Grantee, Grantor may cause such necessary repairs to be made.

All out-of-pocket costs incurred by Grantor, as well as reasonable, direct charges for Grantor's employee labor and use of Grantor's equipment, shall be charged against Grantee and payable within ten (10) business days or may be collected by exercising the right to draw on letters of credit. Grantor may collect such costs, and any expenses and reasonable attorney fees incurred in collecting such costs, as debts owed to Grantor, by bringing action in any court of competent jurisdiction or in any manner allowed by law.

ii. If weather or other conditions do not permit the complete restoration required by this Agreement, Grantee shall temporarily restore the Damaged Property to the reasonable satisfaction of Grantor. Such temporary restoration shall be at Grantee's sole expense and Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

5. **Easement Locations.**

a. **As-Built Plans.** Grantee shall maintain and regularly update an accurate map of Grantee's Improvements. Within one-hundred eighty (180) days after completion of the construction and installation of the Improvements, Grantee shall provide Grantor with "as-built" drawings and an accurate map or maps showing the location of the Improvements, and any other facilities requested by Grantor to be included on the maps. Such as-built drawings and maps shall be drawn to scale, and shall include a digitized map(s) in both printed and electronic form readable by the current version of Auto CAD. Grantee shall supply and specify the location of all of its underground facilities by depth, line, grade and proximity to other facilities. Grantee shall, upon request, provide updated maps annually, or when any change in the location of any of the Improvements has occurred. If no changes have occurred since the last update provided by Grantee, an update shall not be required.

b. **Repair, Maintenance and Additional Installations.**

i. Grantee shall construct, install, and maintain the Improvements in a good and safe manner, and in a manner that complies with all applicable federal, state, and local requirements, laws, ordinances, and regulations. Grantee shall at all times employ a standard of care consistent with good commercial practices and shall use industry standard methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public. Grantee acknowledges and agrees it is responsible for the work of all its subcontractors or others performing work on Grantee's behalf.

ii. In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided Grantee shall notify Grantor before commencing such repair or emergency work. Grantee shall perform the unexpected or emergency repair in the manner that causes the least interference with the use of the surface of the Property by Grantor or the public. Such unexpected or emergency repairs shall be completed and the site returned to its former condition in accordance with the Agreement, in a commercially reasonable manner.

iii. Grantee shall have the right to post signs at the Property to safeguard members of the general public, and prevent injury or damage to any Person, vehicle or other property by reason of the presence of the Improvements under the surface of the Property, including, but not limited to, signs specifying a maximum capacity or weight. Such signage must comply with the requirements of the City of Flagler Beach Code, including the requirements for approval of the same.

iv. If Subsea cables are not installed in some of the conduits during the term of the Construction Easement, Grantee may install Subsea cables in the empty conduits during the term of this Agreement.

1. Grantee shall provide Grantor with a schedule of its proposed installation activities before commencing any such activities.

2. Grantee shall communicate with Grantor to coordinate such installation, repair, or maintenance.

3. All installation, maintenance, and repair locations, activities, and schedules shall be coordinated with Grantor's designee to minimize public inconvenience, disruption, or damages. Grantee shall submit a written installation, repair, or maintenance schedule at least thirty (30) working days before commencing any such activities. Said schedule shall identify the portions of the surface of the Property that will be disturbed or that will need to be used in connection with the installation. Grantee shall further notify Grantor not less than five (5) working days in advance of such installation, maintenance, or repair. Grantee shall comply with all applicable provisions set forth in in the Agreement regarding barricades and signage, regarding repair and restoration of the Property after construction, installation, maintenance, or repair work.

v. Grantor and its agents, assigns, and successors agree that the Grantee shall not be liable for any maintenance work whatsoever to the surface of the Easement Areas except for any manhole covers installed, any damage or changes to the surface caused by the existence of Grantee's Improvements, or if the Grantee performs excavation within the Easement Areas in order to effectuate maintenance or repair of the Improvements or in order to install additional Subsea cables within the Conduits. All other maintenance of the surface of the Easement Areas shall be done by the Grantor or its designee, and the Grantee shall have no duty or liability to perform any routine maintenance work to the surface of the Easement Areas other than that work which arises out of maintaining, repairing, or installing the Improvements.

vi. Grantor agrees to cooperate and work with Grantee to find an acceptable location for the OGBs.

c. Improvements Before and After Termination.



i. Any and all Improvements installed on the Property by Grantee at any time during the term of any of the Easements granted in this Agreement shall, until the termination or expiration of the Easement, be and remain the property solely of Grantee or its successors or assigns. Grantor may not, and may not permit any other Person to, access, and use or damage any of the Improvements or Easement. Notwithstanding the foregoing, it shall be the responsibility of Grantee to ensure any manhole covers are securely locked at all times.

ii. Upon the termination or expiration of the Easement, at the option of Grantor, Grantee shall remove the Improvements as directed by Grantor. Any Improvements left in place shall become the property of Grantor. If Grantor directs Grantee to remove all or part of the Improvements and Grantee fails to do so within one hundred eighty (180) days after the date of written notice by Grantor, then Grantor may cause such Improvements to be removed, without further notice.

6. **Maintenance and Repair of Easement Areas.** Grantee agrees, at Grantee's sole cost and expense, to utilize and control the Easement Area and all improvements constructed or installed by or on behalf of Grantee and located on or in the Easement Area for the purposes set forth herein during the construction period. Grantor shall bear the cost of any maintenance or repair that is necessitated by the acts or omissions of Grantor and its respective partners, members, officers, managers, directors, agents, or employees during the construction period. Grantee shall return Grantor Property to a similar state as the Grantor Property was in prior to the construction. Grantor agrees to maintain Grantor's property thereafter in such a manner as to not disturb or interfere with Grantee's easement rights and Grantor shall be responsible for the repairs and maintenance of any structures or improvements within the Easement area. This shall include not placing permanent structures within the Easement area or planting trees/shrubs with extensive root systems.

7. **Insurance.** Grantee shall procure and at all times maintain comprehensive public liability and property damage insurance, with companies authorized to do business in the State of Florida, against claims for personal injury, death, or property damage occurring upon the Grantor Property, including the Easement Areas, arising directly or indirectly out of the use by Grantee of the Grantor Property, and/or the exercise by Grantee, of any rights under this Agreement, with minimum coverage of \$2,000,000.00 in the aggregate and \$1,000,000.00 per occurrence and worker's compensation insurance as required by applicable law (and employer's liability insurance). All such insurance policies shall (i) name the Grantor (or the then owner of all or a portion of the Grantor Property) as an additional insured, (ii) provide that it cannot be cancelled without at least thirty (30) days prior written notice being given to the Grantor, and (iii) be primary, and not contributory, as to any insurance coverage maintained by the Grantor. Grantee shall upon request provide evidence of such insurance to the Grantor.

8. **Indemnification.** Grantee agrees to indemnify, defend, and hold the Grantor and its respective partners, members, officers, managers, directors, agents, and employees (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, causes of

action, suits, proceeding, claims, demands, damages, surcharges, liabilities, fines, penalties, judgments, costs, and expenses whatsoever (including, without limitation, reasonable paralegal and attorneys' fees at trial and appellate levels) to the extent arising directly or indirectly out of the use by Grantee of the Grantor Property, and/or the exercise by Grantee of any rights under this Agreement; provided, however, no such indemnification of the Indemnified Parties shall be given to the extent the foregoing arises from or is attributable to the sole negligence or willful misconduct of any of the Indemnified Parties and no such indemnification shall include indemnification of indirect, special, consequential, or punitive damages.

9. **Reservation of Rights.** Grantor reserves for itself and its successors, assigns, employees, agent, contractors, tenants, invitees, and licensees, the non-exclusive right to use, pass and repass over and upon the Conduit Easement Area. Grantor and its respective successors and assigns, further reserves the right to grant other non-exclusive easements with respect to all or a portion of the Grantor Property, which are not in conflict with the rights granted hereunder. The Grantee shall exercise its rights under this Agreement with due regard to the rights reserved by the Grantor.

10. **Enforcement.** In the event Grantor fails to maintain and repair the Easement Areas after thirty (30) days prior notice from the Grantee, then the Grantee shall have the right, but not the obligation, to maintain and repair the Easement Areas. If the Grantee takes such action, then the Grantee shall be entitled to reimbursement from the Grantor for the maintenance and repair costs incurred by the Grantee.

11. **Further Assurances.** The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder.

12. **Covenants Running with the Land.** This Agreement shall be binding upon and inure to the benefit of each party and each party's respective successors and assigns. This Agreement and the easements, rights, benefits, and obligations of the parties under this Agreement shall run with, benefit and bind, as applicable, the titles to the Grantor Property.

13. **No Third Party Beneficiaries.** Except as otherwise expressly stated herein, this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Agreement.

14. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any reason whatsoever.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein.



16. **Amendments.** This Agreement may be amended or modified only by a writing signed by all the parties hereto or their express assigns, which must be duly recorded in the Public Records of Flagler.

17. **Singular and Plural Usages.** Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

18. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

19. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereto, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. **Execution in Counterparts.** This Agreement may be executed by the parties in multiple counterparts, which when taken together shall have the full force and effect of a fully executed agreement between the parties.

21. **Attorneys' Fees.** In the event that a party finds it necessary to commence an action against another party to enforce any provision of this Agreement or because of a breach by another party of any terms hereof, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both administrative, trial and appellate levels, including bankruptcy and collection proceedings, without regard to whether any legal proceedings are prosecuted to judgment.

22. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) three (3) days after depositing with the United States Postal Service, postage prepaid, registered or certified mail; (ii) one day after depositing with a nationally recognized overnight courier service; or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed below or to such other address as a party may from time to time designate by written notice in accordance with this paragraph.

To Grantor	To Grantee
City Manager City of Flagler Beach 105 S 2nd Street P.O. Box 70 Flagler Beach, FL 32136	DCB Orchid, LLC 1040 Crown Pointe Parkway, Suite 560 Atlanta, GA 30338 Attention: Chief Financial Officer Email: <a href="mailto:kevin.odonnell@dcblox.com">kevin.odonnell@dcblox.com</a>
With a copy to:	With a copy to:
City Attorney City of Flagler Beach	Nelson Mullins Riley & Scarborough LLP 390 N. Orange Avenue, Suite 1400

105 S 2nd Street P.O. Box 70 Flagler Beach, FL 32136	Orlando, FL 32801 Attention: Jo O. Thacker Email: jo.thacker@nelsonmullins.com
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23. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Flagler County, Florida.

24. **Conflicts of Law.** If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

25. **Waiver of Jury Trial.** **EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT, FROM ANY CLAIM ARISING HEREUNDER, OR IN ANY COURSE OF CONDUCT RELATED HERETO.**

26. **Recording.** This Agreement shall be recorded in the official records of Flagler County, Florida.

*[Signatures are on the following pages]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, He  is personally known to me, or  has produced \_\_\_\_\_ (type of identification) as identification.

(NOTARY SEAL)

Notary Signature: \_\_\_\_\_

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered in the presence of:

GRANTEE:

Jessica P. Hults  
Witness Signature

Print Name: JESSICA P. HULTS

Address: 110 BITTERNUT CIR

ROSWELL, GA 30070

[Signature]  
Witness Signature

Print Name: CHP SASHORE

Address: 294. UNITY DRIVE

MARIETTA, GA 30064

By: [Signature]  
KEVIN O'DONNELL  
Manager

STATE OF GEORGIA  
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23 day of September, 2024, by Kevin O'Donnell, as CFO of DCB Orchid, LLC, a Delaware limited liability company, on behalf of the company. He  is personally known to me, or  has produced \_\_\_\_\_ (type of identification) as identification.

(NOTARY SEAL)

Notary Signature: Rebecca J. Gonzalez  
Print Name: Rebecca J Gonzalez



EXHIBIT "A"

LEGAL DESCRIPTION

Exhibit A

Lots 2 through 6, A RESUBDIVISION OF BLOCK 12, of MOODYS SUBDIVISION according to the map or plat thereof as Recorded in Plat Book 3, Page 29 of the Public Records of Flagler County, Florida.

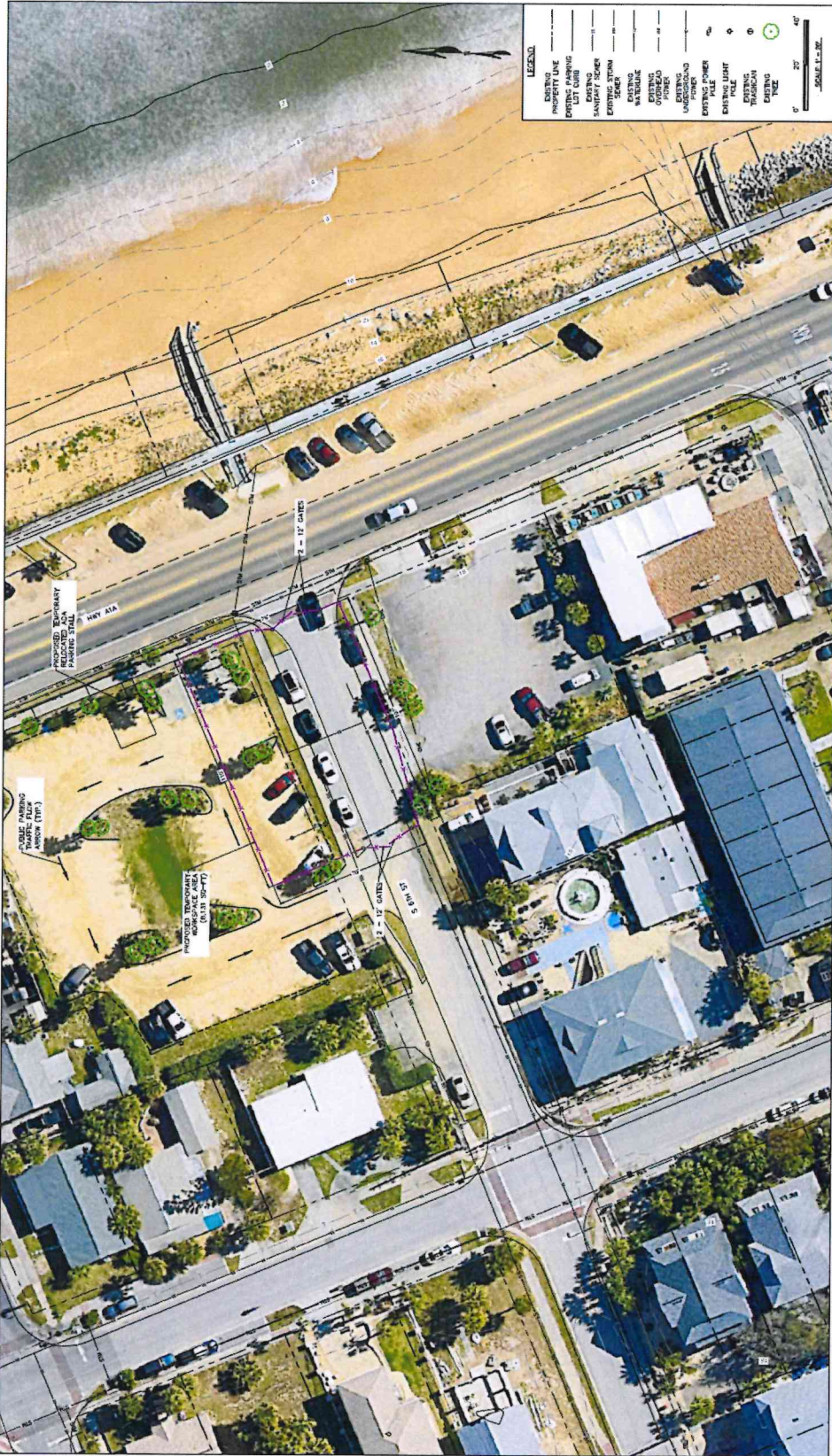
Land in Government Lots 1-3, of Section 12, Township 12 South, Range 31 East, Lying Easterly of Highway A1A and Westerly of the Atlantic Ocean and lying Easterly of Lots 1, 2, 3 and 4, Block 12, Moody Subdivision, A subdivision according to the plat or map thereof described in Map Book 1, Page 24 of the public records of Flagler County, Florida, to include riparian rights in said property, being more particularly described as follows:

Bounded on the north by the northerly lot line of Lot 1, Block 12 of said Plat of Moody Subdivision projected easterly to the Atlantic Ocean and Bounded on the South by the Southerly lot line of Lot 4, Block 12 of said Plat of Moody Subdivision projected easterly to the Atlantic Ocean and bounded on the east by the mean high water line of the Atlantic Ocean and bounded on the west by the easterly boundary of the right of way of State Road A1A.

**COMPOSITE EXHIBIT B  
“EASEMENT AREA”**



# TEMPORARY WORK SPACE AREA



**LEGEND**

- PROPERTY LINE
- EXISTING PARKING LOT CURB
- EXISTING UTILITY
- EXISTING SANITARY TOWER
- EXISTING WATER MAIN
- EXISTING GAS MAIN
- EXISTING CONCRETE
- EXISTING ASPHALT DRIVE
- EXISTING DRIVE
- EXISTING LIGHT POLE
- EXISTING TRANSFORMER
- EXISTING TREE

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">                 DESIGNED: JNZ                  DRAWN: SBF                  CHECKED: KAK                  REVISIONS: JNZ                  DATE: 5/31             </td> <td style="width: 50%; text-align: center;">                 DATE: 5/31/2024                  SHEET NO: 1                  OF 3             </td> </tr> </table>	DESIGNED: JNZ DRAWN: SBF CHECKED: KAK REVISIONS: JNZ DATE: 5/31	DATE: 5/31/2024 SHEET NO: 1 OF 3	<p><b>DC BLOX</b>                  6 W. BRUDHILLS DR.                  ATLANTA, GA 30329</p> <p><b>Michael Baker International</b>                  MICHAEL BAKER INTERNATIONAL INC.                  CONSULTING ENGINEERS                  MICKEN TOWNSHIP, PENNSYLVANIA</p>	<p>DC BLOX SUBSEA CABLE                  PROPOSED TEMPORARY WORKSPACE AREA                  6TH ST S. LOCATION</p> <p>PLUNKER BEACH, HAGERSTOWN, MARYLAND</p> <p>SCALE: AS SHOWN                  DATE: MAY 2024</p>
DESIGNED: JNZ DRAWN: SBF CHECKED: KAK REVISIONS: JNZ DATE: 5/31	DATE: 5/31/2024 SHEET NO: 1 OF 3			



# 6TH STREET SOUTH LOCATION



**EASEMENT TABLE**

LINE NUMBER	LENGTH	DIRECTION
L1	50.73	S07°20'22.04"W
L2	50.00	S27°53'23.81"W
L3	51.11	S07°20'23.81"E
L4	50.00	S27°31'39.97"E

COBENT AREA = 4350 SQ. FT. / 0.09 AC

**LEGEND**

- PROPOSED EASEMENT
- PROPOSED PROJECT LINE
- EXISTING PARKING LOT CURB
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING POWER
- EXISTING TELEPHONE
- EXISTING LIGHT POLE
- EXISTING TREE

DC BLOX INC.  
6 W. WINDHILLS DR  
ATLANTA, GA 30329

MICHAEL BAKER INTERNATIONAL INC.  
CONSULTING ENGINEERS  
MADISON TOWNSHIP, PENNSYLVANIA

DC BLOX SUBSEA CABLE  
HORIZONTAL DIRECTIONAL DRILL  
LINES AND BEACH MANHOLES  
6TH ST S. LOCATION

SCALE: AS SHOWN

DATE: JULY 2024

SHEET NO: **2**

OF 3

NO.	DATE	BY	DESCRIPTION

DESIGNED	INZ
DRAWN	SZF
CHECKED	KJK
REVIEWED	JZF
	TLSLH

**DC BLOX**

**Michael Baker INTERNATIONAL**

4856-6389-7559