

## Exhibit 2

Please return to:

Office of the City Attorney  
City of Daytona Beach  
301 South Ridgewood Avenue  
Daytona Beach, Florida 32114

Parcel Nos. 5230-00-00-0010 and 5229-00-00-0010

## WARRANTY DEED

**THIS WARRANTY DEED** made the \_\_\_\_ day of May, 2017, by **CONSOLIDATED-TOMOKA LAND CO.**, a Florida corporation, hereinafter called the Grantor, to **THE CITY OF DAYTONA BEACH**, a municipal corporation existing under the laws of Florida and having its principal place of business at 301 South Ridgewood Avenue, Daytona Beach, Florida 32114, hereinafter called the Grantee (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations):

### W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Volusia County, State of Florida, viz:

Legal description is set forth on **Exhibit A** attached hereto and made a part hereof (the "Property").

Grantor hereby declares that the property is burdened by the restrictive covenants and subject to the reservation of easements, both contained on **Exhibit B** attached hereto and made a part hereof. By acceptance and recordation of this Warranty Deed, Grantee agrees to be bound by the terms and conditions of **Exhibit B**.

Subject to covenants, restrictions and other easements of record, if any.

**TOGETHER**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and the corporate seal to be hereunto affixed by its proper officer thereunto duly authorized the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Printed Name: Robin Bell

[Signature]  
Printed Name: Jimmy Mac Isaac

**CONSOLIDATED-TOMOKA LAND CO.**, a Florida corporation

By: [Signature]  
Daniel E. Smith, Senior Vice President, General Counsel and Corporate Secretary

Post Office Box 10809  
Daytona Beach, Florida 32120-0809

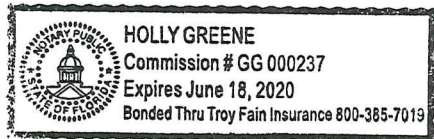
STATE OF FLORIDA  
COUNTY OF VOLUSIA

(Corporate Seal)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Daniel E. Smith, Senior Vice President, General Counsel and Corporate Secretary of **CONSOLIDATED-TOMOKA LAND CO.**, a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the corporation. He is personally known to me.

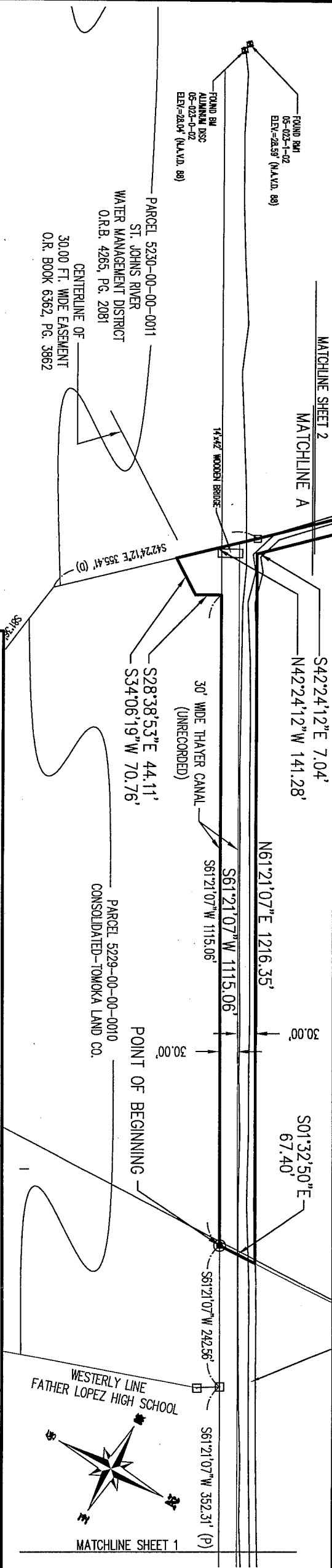
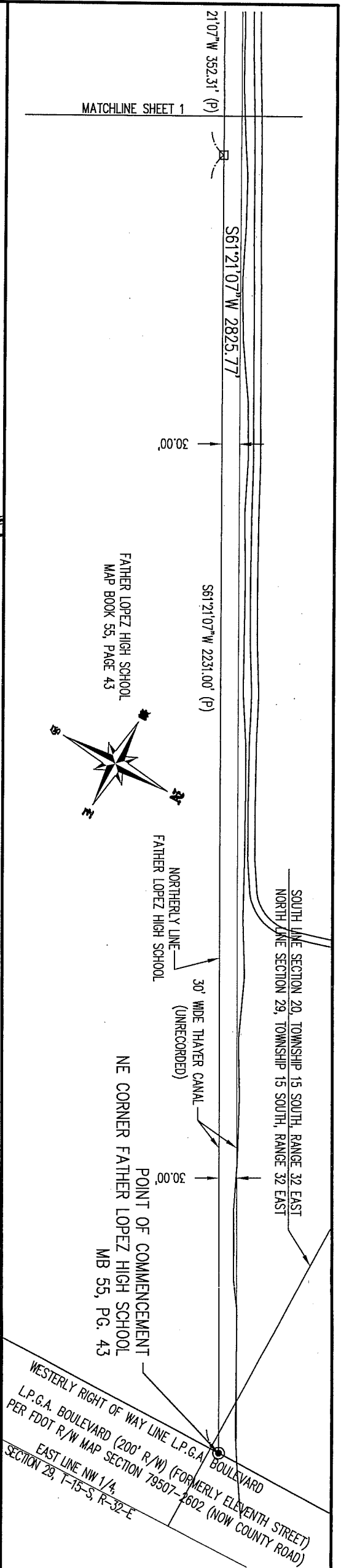
WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May, 2017.

[Signature]  
Notary Public - State of Florida  
Notary Name (Printed): \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION**



FOR: CH2M HILL INC.

DESCRIPTION: (SEE SHEET 3 OF 3)

**SKETCH OF DESCRIPTION ONLY**

**NOT A BOUNDARY SURVEY**

JOB #16-1342

SCALE: 1"=200'      FIELD BOOK      PAGE

**SLIGER & ASSOCIATES, INC.**

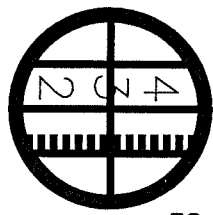
**PROFESSIONAL LAND SURVEYORS**

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL 32127  
(386) 761-5385

www.sligerassociates.com

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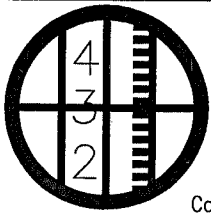
**ABBREVIATIONS**

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FF&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

**SHEET 1 OF 3**

**LEGEND**

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
▲	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
○	PROPOSED ELEVATION



# SLIGER & ASSOCIATES, INC.

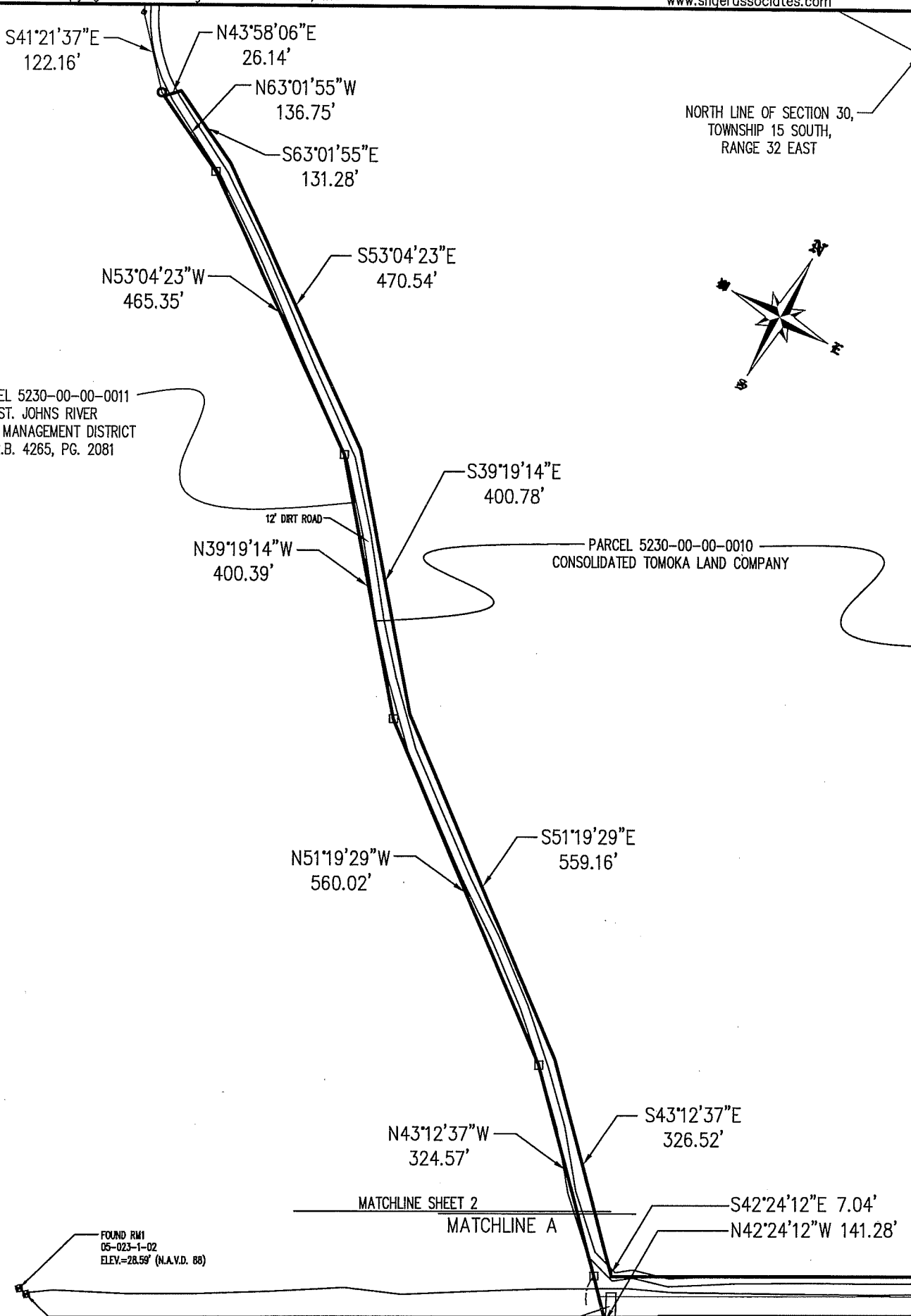
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SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

FOR: CH2M HILL INC.

DESCRIPTION: (SEE SHEET 3 OF 3)

JOB #16-1342

SCALE: 1"=200'

FIELD BOOK:

PAGE:

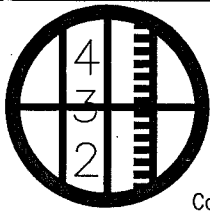
### ABBREVIATIONS

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U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

### SHEET 2 OF 3

#### LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
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(R)	RADIAL LINE
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# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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PORT ORANGE, FL. 32127  
(386) 761-5385

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## SURVEYOR'S NOTES

### SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT OF FATHER LOPEZ HIGH SCHOLL WITH THE BEARING ON THE NORTH LINE BEING S61°21'07"W.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE A. THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0350H . MAP EFFECTIVE DATE: FEBRUARY 19, 2014 APPROXIMATE SCALE: 1"=2000', 12127C0361H FEBRUARY 19, 2014 1"=500' & 12127C0353H FEBRUARY 19, 2014 1"=500'.
6. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
8. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. DECEMBER 8, 2016

### NOTE:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: BENNETT AQUIFER, SECTION 30, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	CH2M HILL, INC.	12/08/2016	16-1342
	CITY OF DAYTONA BEACH, FLORIDA		
	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT		
NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.			

### DESCRIPTION: (BY SLIGER & ASSOCIATES, INC.)

A PARCEL OF LAND LYING WITHIN SECTION 30, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF FATHER LOPEZ HIGH SCHOOL AS RECORDED IN MAP BOOK 55, PAGE 43, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE AND THE WESTERLY EXTENSION THEREOF OF SAID FATHER LOPEZ HIGH SCHOOL, S61°21'07"W, 2,825.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF FATHER LOPEZ HIGH SCHOOL, S61°21'07"W, 1,115.06 FEET; THENCE DEPARTING SAID WESTERLY EXTENSION OF THE NORTH LINE OF FATHER LOPEZ HIGH SCHOOL, S28°38'53"E, 44.11 FEET; THENCE S34°06'19"W, 70.76 FEET TO THE EAST LINE OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PARCEL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE, THE FOLLOWING 6 CALLS, N42°24'12"W, 141.28 FEET; THENCE N43°12'37"W, 324.57 FEET; THENCE N51°19'29"W, 560.02 FEET; THENCE N39°19'14"W, 400.39 FEET; THENCE N53°04'23"W, 465.35 FEET; THENCE N63°01'55"W, 136.75 FEET; THENCE DEPARTING SAID EAST LINE, N43°58'06"E, 26.14 FEET; THENCE S63°01'55"E, 131.28 FEET; THENCE S53°04'23"E, 470.54 FEET; THENCE S39°19'14"E, 400.78 FEET; THENCE S51°19'29"E, 559.16 FEET; THENCE S43°12'37"E, 326.52 FEET; THENCE S42°24'12"E, 7.04 FEET; THENCE N61°21'07"E, 1,216.35 FEET; THENCE S01°32'50"E, 67.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 124,963 SQ. FT. OR 2.87 ACRES, MORE OR LESS.

SHEET 3 OF 3

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR **CH2M HILL, INC.**

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	12-08-2016	16-1342	SS	DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4048  
STEVEN T. KRUGER, P.L.S. NO. 4722  
C.O. VAN KLECK JR., P.S.M. NO. 6149  
MICHAEL S. MORPHY, P.S.M. NO. 6208

## EXHIBIT B

### RESTRICTIVE COVENANTS AND RESERVATION OF EASEMENTS

1. **Restrictive Covenants.** Grantor hereby declares that the Property shall be owned, held, used, transferred, sold and conveyed burdened by the restrictions and covenants hereinafter set forth, which restrictions and covenants shall run with the land and be binding on Grantee, its successors and assigns.

(a) The use of the Property shall be limited solely to installation of a reuse distribution line for Bennett Swamp Rehydration Project and for construction, maintenance and repair of potable water, raw water, and sanitary sewer utilities and appurtenant facilities which Grantee may deem necessary or convenient in connection therewith, to provide utilities serve other lands, including those located west of Bennett Swamp.

(b) Grantee shall commence construction of the reuse distribution line on the Property within two (2) years after the date of closing and thereafter such construction shall be diligently prosecuted to completion. In the event construction has not commenced as provided herein, the Property shall automatically and immediately revert to the Grantor, its successors or assigns. The possibility of reverter is governed by the provisions of Florida Statutes §689.18 (2016). Notwithstanding the foregoing, should commencement of construction be delayed by events of force majeure, the time for commencement shall be extended by the length of the delay. Grantee shall provide written notice to Grantor of the events of force majeure for which Grantee asserts that commencement is delayed within seven (7) business days following the occurrence of such events.

(c) Grantor and Grantee shall have the right to enforce these covenants through any remedies available at law or in equity.

(d) These covenants shall run with the land

2. **Reservation of Easement.** Grantor, for itself, its successors, assigns or other grantees, hereby reserves a perpetual, non-exclusive easement over, in, upon, across and through the Property for drainage from, and access to and from, Grantor's adjacent property. In the exercise of any of the foregoing rights and when appropriate, Grantor or Grantor's successors, assigns or other grantees shall submit to Grantee engineering plans or such other plans signed and sealed by a professional engineer licensed in the State of Florida for Grantee's review. Such plans shall contain all reasonably required engineering information on the proposed exercise of the foregoing reservations and the impact of such plans on the Property from which Grantee may evaluate the exercise of the reserved right by Grantor. Any comments from Grantee to the information provided by Grantor shall not be unreasonably delayed. Notwithstanding the foregoing reservation of easement by Grantor, Grantee shall be responsible for maintenance and repair of the Property and such maintenance or repair shall be at Grantee's sole cost and expense and shall be at no cost or expense to Grantor unless maintenance or repair is a result of Grantor's activities on the Property or in the exercise of its reserved easement rights. Should Grantee fail to maintain the Property, Grantor shall have the right, but not the obligation, to perform such maintenance at the Grantee's sole cost and expense.