

Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

Return to:
City Clerk
City of Palm Coast
160 Cypress Point Parkway, Ste. B-106
Palm Coast, FL 32164

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2013, by and between **THE TOWN CENTER AT PALM COAST COMMUNITY DEVELOPMENT DISTRICT**, a Chapter 190 Unit of Local Special Purpose Government, with offices at 145 City Place, Suite 300, Palm Coast, FL 32164, ("Grantee") and the **CITY OF PALM COAST**, ("Grantor") whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain real property located in Palm Coast, Flagler County, Florida, more particularly described as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive multi-use easement (the "Easement") to, over, under, upon, across and through that certain portion of the Property which is described on **Exhibit "B"** attached hereto (hereinafter referred to as the "Easement Area"), for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of a sign and associated improvements, including but not limited to grading, utilities, stormwater drainage, lighting, landscaping and irrigation (hereinafter referred to as the "**Sign**"); and

WHEREAS, Grantor warrants that he has full authority to grant this Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Sign and other

improvements, including but not limited to grading, utilities, stormwater drainage, lighting, landscaping and irrigation.

3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes; including, specifically, for purposes of construction, installation, operation, maintenance and repair of the Sign and other improvements located within the Easement Area.

4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area regarding the Sign or any other improvements made by the Grantee. The Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris caused by or resulting from such activities, reasonable wear and tear excepted.

5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.

6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.

7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.

8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

9. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Recordation. The original of this Agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.

11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in Exhibit "B" and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

(print)

(print)

GRANTOR
Palm Coast Park Community Development
District

By: _____

Print name: David Root

Title: Chairman

Address: 145 City Place, Suite 300
Palm Coast, Florida 32164

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by David Root the Chairman of the Palm Coast Park Community Development District (check one) who is personally known to me or who produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

WITNESSES:

(print)

(print)

GRANTEE

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

ATTEST:

Virginia A. Smith, City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

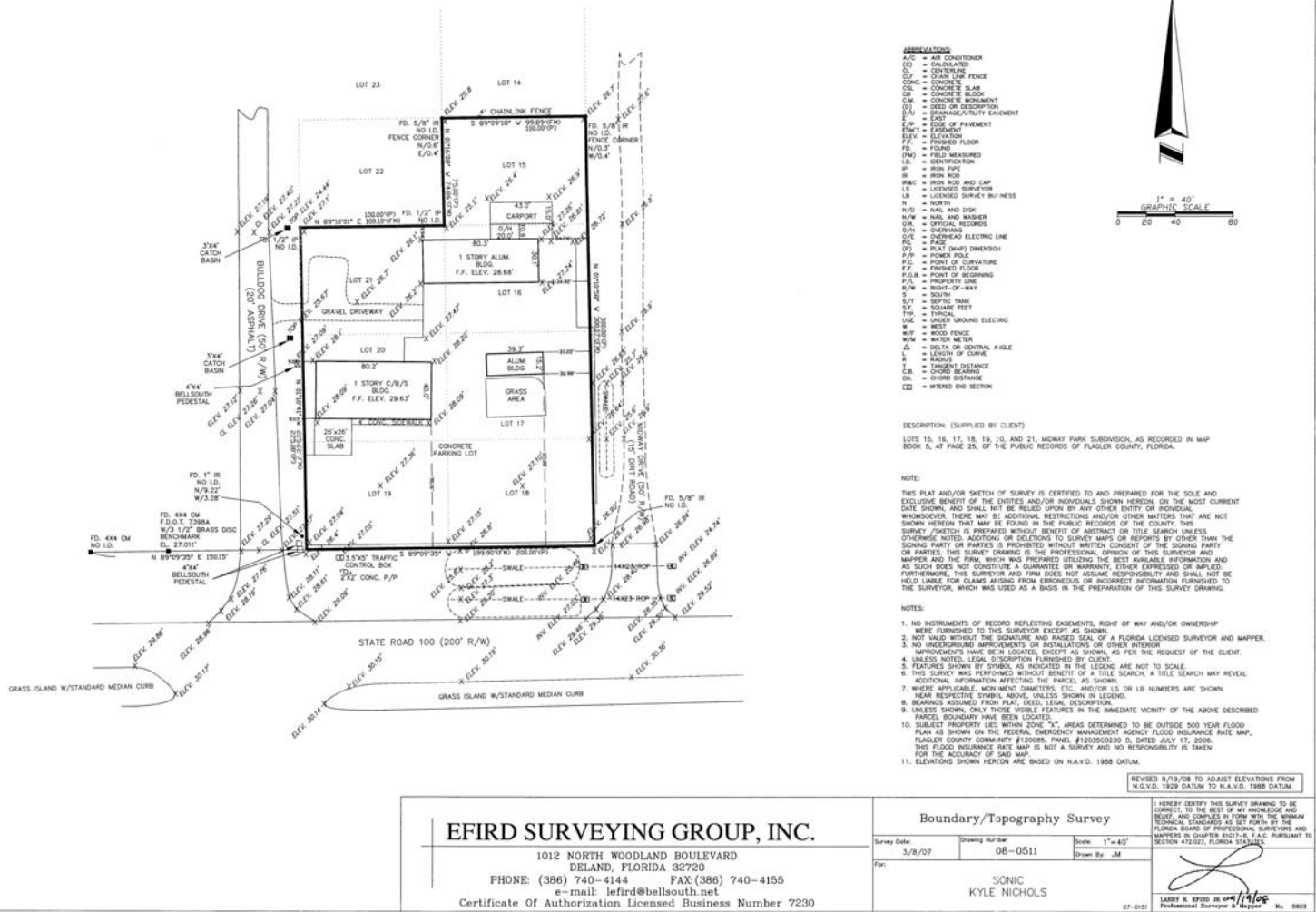
The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

EXHIBIT "A" PROPERTY

Lots 15, 16, 17, 18, 19, 20 and 21, Midway Park, a subdivision according to the plat or map thereof described in Plat Book 5, page 25 of the Public Records of Flagler County, Florida. LESS AND EXCEPT that portion thereof deeded to the State of Florida Department of Transportation, as recorded in Official Records Book 798, Page 475, of the Public Records of Flagler County, Florida.

As recorded in Official Records Book 1788, Page 1570.



- ABBREVIATIONS**
- A/C = AIR CONDITIONER
 - CL = CHAIN LINK FENCE
 - CLF = CHAIN LINK FENCE
 - CLB = CONCRETE SLAB
 - CM = CONCRETE MASONRY
 - CMW = CONCRETE MONUMENT
 - CO = CEMENT OR CONCRETE
 - E = EAST
 - EOP = EDGE OF PAVEMENT
 - EW = EXISTING
 - ELF = ELEVATED FLOOR
 - FD = FOUND
 - FDM = FIELD MEASURED
 - LD = IDENTIFICATION
 - IR = IRON PIPE
 - IRI = IRON ROD
 - IRIC = IRON ROD AND CAP
 - LS = LICENSED SURVEYOR
 - LSB = LICENSED SURVEY BUSINESS
 - N = NORTH
 - N/A = NOT AND DISK
 - N/W = NAIL AND WOODEN
 - O = OFFICIAL RECORDS
 - OR = OVERHEAD
 - O/E = OVERHEAD ELECTRICAL LINE
 - P = PLAT (MAP) DIMENSION
 - P/P = POWER POLE
 - P/C = POINT OF CURVATURE
 - P/B = POINT OF BEGINNING
 - P/S = PROPOSED LINE
 - R/W = RIGHT-OF-WAY
 - S = SOUTH
 - S/T = SPICAL TAP
 - SF = SQUARE FEET
 - T = TYPICAL
 - UG = UNDER GROUND ELECTRIC
 - W = WEST
 - W/F = WOOD FENCE
 - W/M = WATER METER
 - Δ = DELTA OR CENTRAL ANGLE
 - L = LENGTH OF CURVE
 - T = TANGENT DISTANCE
 - CH = CHORD DISTANCE
 - CD = WHEELED END SECTION

DESCRIPTION (SUPPLIED BY CLIENT)
 LOTS 15, 16, 17, 18, 19, 20, AND 21, MIDWAY PARK SUBDIVISION, AS RECORDED IN MAP BOOK 5, AT PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

NOTE:
 THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTIRE AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL. HOWEVER, THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SECTION IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THE SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

- NOTES:**
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
 2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
 4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
 5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
 6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
 7. WHERE APPLICABLE, MONUMENT DIMENSIONS, ETC., AND/OR L5 OR L8 NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL, ABOVE, UNLESS SHOWN IN LEGEND.
 8. BEARINGS ASSUMED FROM PLAT, DEED, LEGAL DESCRIPTION.
 9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
 10. SUBJECT PROPERTY LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, FLAGLER COUNTY COMMUNITY #120088, PANEL #120302020 0, DATED JULY 17, 2006. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
 11. ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 1988 DATUM.

REVISED 9/19/08 TO ADJUST ELEVATIONS FROM N.G.V.D. 1929 DATUM TO N.A.V.D. 1988 DATUM.

EFIRD SURVEYING GROUP, INC.
 1012 NORTH WOODLAND BOULEVARD
 DELAND, FLORIDA 32720
 PHONE: (386) 740-4144 FAX: (386) 740-4155
 e-mail: lefird@bellsouth.net
 Certificate of Authorization Licensed Business Number 7230

Boundary/Topography Survey

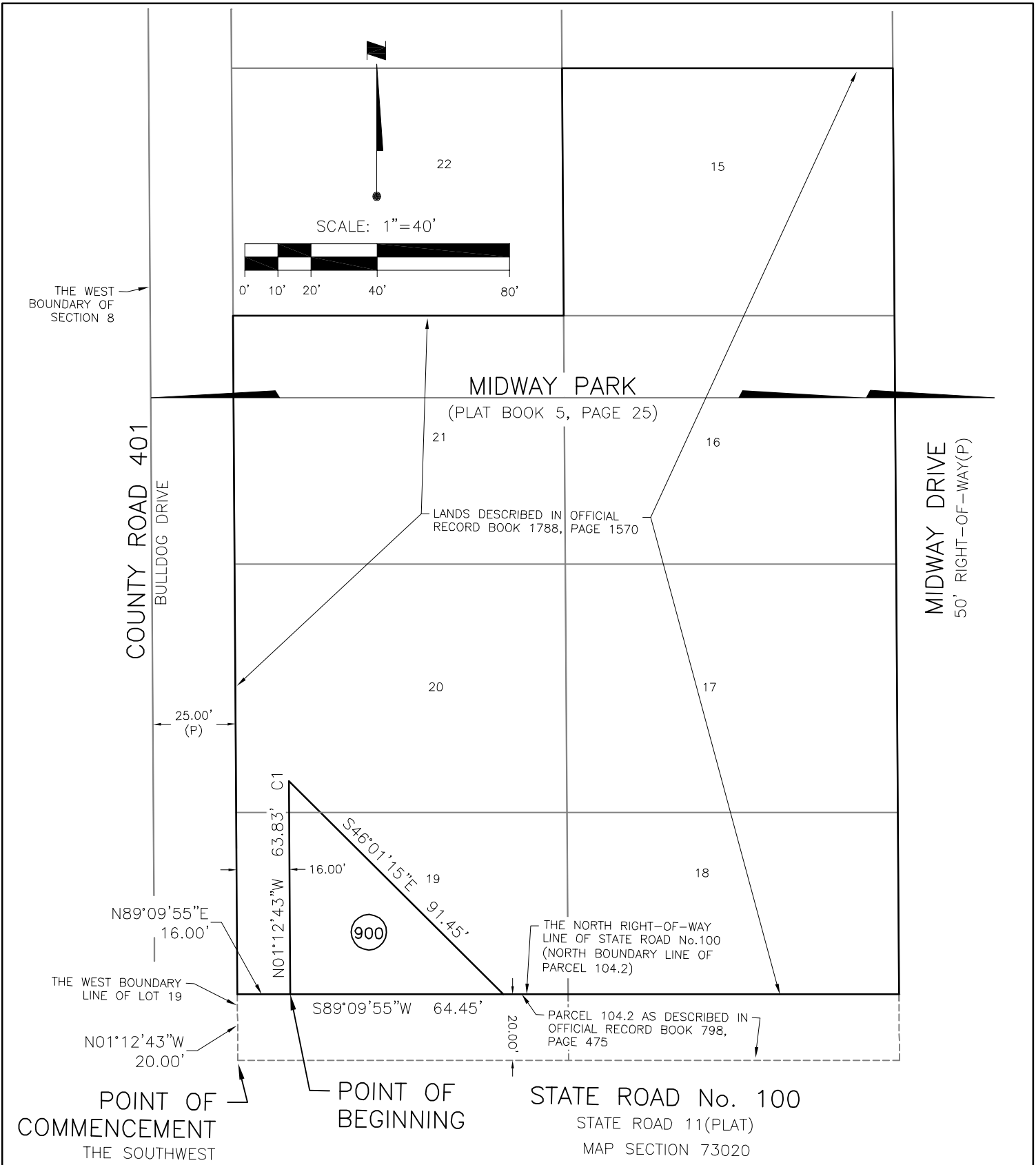
Survey Date: 3/8/07	Drawing Number: 08-0511	Scale: 1"=40'
For: SONIC KYLE NICHOLS		Drawn By: JM

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLY IN FORM WITH THE MINIMUM ETHICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61S11-1, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LARRY R. EFIRD 26 04 14/06
 Professional Engineer - No. 9823

EXHIBIT "B"
EASEMENT AREA

Saved: 12/6/2013 1:01:54 PM DONEAL | Plotted: 12/06/2013 1:02:12 PM DONEAL | V:\2158\active\215810015\survey\ dgn\SKETCH AND LEGALS\PARCEL 900\215810015_900.dwg\Layout1



	SCALE: 1"=40'	Stantec One Team, Infinite Solutions 2205 North 20th Street, Tampa, FL 33605 800.643.4336 • 813.223.4500 • F813-223-0009 • www.Stantec.com Stantec Consulting Services, Inc. • Certificate of Authorization L.B.7866	TITLE PARCEL 900 – SIGN EASEMENT	PROJECT NO. 215810015
	LEAD TECH. JDO		PROJ: BULLDOG DRIVE	INDEX NO: 215810015_900
	SEC-TWP-RGE 8-12S-R31E		CLIENT: CITY OF PALM COAST	DATE: 12-2-13
ΔREV NO. DATE				SHEET NO: 1 OF 2

PARCEL 900 – SIGN EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOTS 19 AND 20, MIDWAY PARK ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 19, MIDWAY PARK ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND RUN THENCE N01°12'43"W ALONG THE WEST BOUNDARY LINE OF SAID LOT 19, A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF PARCEL 104.2 AS DESCRIBED IN OFFICIAL RECORD BOOK 798, PAGE 475 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST BOUNDARY LINE, N89°09'55"E, 16.00 FEET TO THE POINT OF BEGINNING; THENCE N01°12'43"W ALONG A LINE BEING 16.00 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF SAID LOT 19, A DISTANCE OF 63.83 FEET TO A POINT OF CURVATURE; THENCE 0.63 FOOT ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°02'57", SAID CURVE HAVING A RADIUS OF 732.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS N01°11'14"W, 0.63 FOOT; THENCE S46°01'15"E, 91.45 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF AFOREMENTIONED PARCEL 104.2; THENCE ALONG SAID NORTH BOUNDARY LINE, S89°09'55"W, 64.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.048 ACRE (2,077 SQUARE FEET), MORE OR LESS.


NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW, THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THE BEARINGS ARE BASED ON THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, HAVING A BEARING OF N.01°12'43"W., BETWEEN A FOUND NAIL AND DISK, WITH NO IDENTIFICATION, AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 AND A FOUND NAIL AND DISK STAMPED LB2232 MARKING THE SOUTH END OF CURVE C18 AND LYING ON SAID EAST BOUNDARY, AS SHOWN ON SHEET 3 OF THE PLAT OF TOWN CENTER PHASE 2, AS RECORDED IN MAP BOOK 35, PAGE 63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

STANTEC CONSULTING SERVICES, INC.
 CERTIFICATE OF AUTHORIZATION No.L.B.7866

JAMES DARIN O'NEAL, PSM
 FLORIDA LICENSE No.L.S.5926

Saved: 12/6/2013 1:01:54 PM DONEAL | Plotted: 12/06/2013 1:03:00 PM DONEAL | V:\2158\active\215810015\survey\sgn\SKETCH AND LEGALS\PARCEL 900\215810015_900.dwg\Layout2

SCALE:	N/A	 <p>Stantec One Team, Infinite Solutions 2205 North 20th Street, Tampa, FL 33605 800.643.4336 • 813-223-9500 • F813-223-0009 • www.Stantec.com Stantec Consulting Services, Inc. • Certificate of Authorization L.B.7866</p>	TITLE	PARCEL 900 – SIGN EASEMENT	PROJECT NO.	215810015	
LEAD TECH.	JDO		PROJ:	BULLDOG DRIVE	INDEX NO:	215810015_900	
SEC-TWP-RGE	8-12S-31E		CLIENT:	CITY OF PALM COAST	DATE:	12-2-13	SHEET NO: