

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

Property Appraisers Parcel Identification Number(s):  
01-11-30-4921-00000-0010 & 01-11-30-4921-00000-0180

### **UTILITY EASEMENT AGREEMENT**

**THIS UTILITY EASEMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **FIRST AFRICAN METHODIST EPISCOPAL CHURCH OF PALM COAST, INC., a Florida Non-Profit Corporation** whose address is P.O. Box 353967, Palm Coast, Florida 32135 (“Grantor”) and the **CITY OF PALM COAST, (“Grantee”)** whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164.

#### **WITNESSETH:**

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 public utility 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 public utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances (hereinafter referred to as the “Utilities”); 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 Utilities, provided that all such Utilities shall be installed underground.

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, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities 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. 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 or dirt caused by or resulting from such activities.

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 Attorney's 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 "A" 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 Utility Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

[Signature]

KAREN GRIFFITH

(print)

[Signature]

Riven E. Sword

(print)

GRANTOR

FIRST AFRICAN METHODIST EPISCOPAL  
CHURCH OF PALM COAST, INC.  
A Florida Non-Profit Corporation

By: [Signature]  
Rev. Gillard S. Glover, President

Address:

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 24 day of September, 2015, by Rev. Gillard S. Glover as the President of FIRST AFRICAN METHODIST EPISCOPAL CHURCH OF PALM COAST, INC., a Florida Non-Profit Corporation, on behalf of the corporation, (check one)  who is personally known to me or  who produced as identification.



[Signature]  
Notary Public - State of Florida  
Print Name: Kristy Goodwin  
My Commission expires: June 8, 2018

WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

GRANTEE

CITY OF PALM COAST

By: \_\_\_\_\_  
Jim Landon, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, 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

A parcel of land lying in Sections 1 and 12, Township 11 South, Range 30 East, Palm Coast, Flagler County, Florida, and being more particularly described as follows, as now surveyed, with bearings of this description being based on the Florida east zone state plane coordinate system:

**BEGINNING** at a concrete monument, marked RLS2238, found at the southeast corner of Lot 1 as shown on a plat entitled, Old Kings Road Professional Park North, and recorded in Map Book 28, page 67 of the Official Records of Flagler County, Florida; thence leaving said southeast corner South 64°22'18" West along the southerly line of said Lot 1 and the southerly outline of said plat for a distance of 479.85 feet to a concrete monument, marked RLS2238, found at the easterly right-of-way of Interstate 95; thence leaving said southwest corner North 29°43'07" West along the easterly right-of-way of said Interstate 95 for a distance of 1,579.02 feet to a 1/2" iron rod, cap illegible, found at the northwest corner of said Lot 21; thence leaving said northwest corner and easterly right-of-way of Interstate 95 North 64°22'18" East along the northerly line of said Lot 21 for a distance of 671.74 feet to a 1/2" iron rod, cap illegible, found at the northeast corner of said Lot 21, also being the westerly right-of-way of Old Kings Road North; thence leaving said northwest corner and running along the westerly right-of-way of said Old Kings Road North the following two courses and distances; 1) along the arc of a curve to the left having a radius of 1,171.40 feet, an arc length of 522.90 feet, a delta angle of 17°30'23" and a chord bearing South 16°52'31" East for a distance of 520.87 feet to a concrete monument, no identification, found, 2) South 25°37'42" East for a distance of 1,060.20 feet to the point of beginning.

Containing 19.70 acres of land more or less.

**BEING** the same property described in the following two deeds; the first dated August 28, 1992, that was granted and conveyed from ITT Corporation to First African Methodist Episcopal Church of Palm Coast, Inc. and recorded in Official Records book 472, pages 735 through 736 in the Official Records of Flagler County, Florida; the second dated June 19, 1997 that was granted and conveyed from Palm Coast Holdings, Inc. to First African Methodist Episcopal Church of Palm Coast, Inc. and recorded in Official Records book 587, page 93 in the Official Records of Flagler County, Florida.

**EXHIBIT "B"**

**EASEMENT AREA**

**THE EAST 10' OF THE FOLLOWING DESCRIBED PARCEL OF LAND RUNNING ALONG AND IMMEDIATELY ADJACENT TO THE WESTERLY RIGHT-OF-WAY OF OLD KINGS ROAD NORTH:**

A parcel of land lying in Sections 1 and 12, Township 11 South, Range 30 East, Palm Coast, Flagler County, Florida, and being more particularly described as follows, as now surveyed, with bearings of this description being based on the Florida east zone state plane coordinate system:

**BEGINNING** at a concrete monument, marked RLS2238, found at the southeast corner of Lot 1 as shown on a plat entitled, Old Kings Road Professional Park North, and recorded in Map Book 28, page 67 of the Official Records of Flagler County, Florida; thence leaving said southeast corner South 64°22'18" West along the southerly line of said Lot 1 and the southerly outline of said plat for a distance of 479.85 feet to a concrete monument, marked RLS2238, found at the easterly right-of-way of Interstate 95; thence leaving said southwest corner North 29°43'07" West along the easterly right-of-way of said Interstate 95 for a distance of 1,579.02 feet to a 1/2" iron rod, cap illegible, found at the northwest corner of said Lot 21; thence leaving said northwest corner and easterly right-of-way of Interstate 95 North 64°22'18" East along the northerly line of said Lot 21 for a distance of 671.74 feet to a 1/2" iron rod, cap illegible, found at the northeast corner of said Lot 21, also being the westerly right-of-way of Old Kings Road North; thence leaving said northwest corner and running along the westerly right-of-way of said Old Kings Road North the following two courses and distances; 1) along the arc of a curve to the left having a radius of 1,171.40 feet, an arc length of 522.90 feet, a delta angle of 17°30'23" and a chord bearing South 16°52'31" East for a distance of 520.87 feet to a concrete monument, no identification, found, 2) South 25°37'42" East for a distance of 1,060.20 feet to the point of beginning.