

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 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 1 Corporate Drive, Suite 3, Palm Coast, FL, (“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 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 Pathway 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 Non-Exclusive Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

GRANTOR

By: _____

(print)

Print name: _____

Title: _____

(print)

Address:

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ the _____
(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:

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.

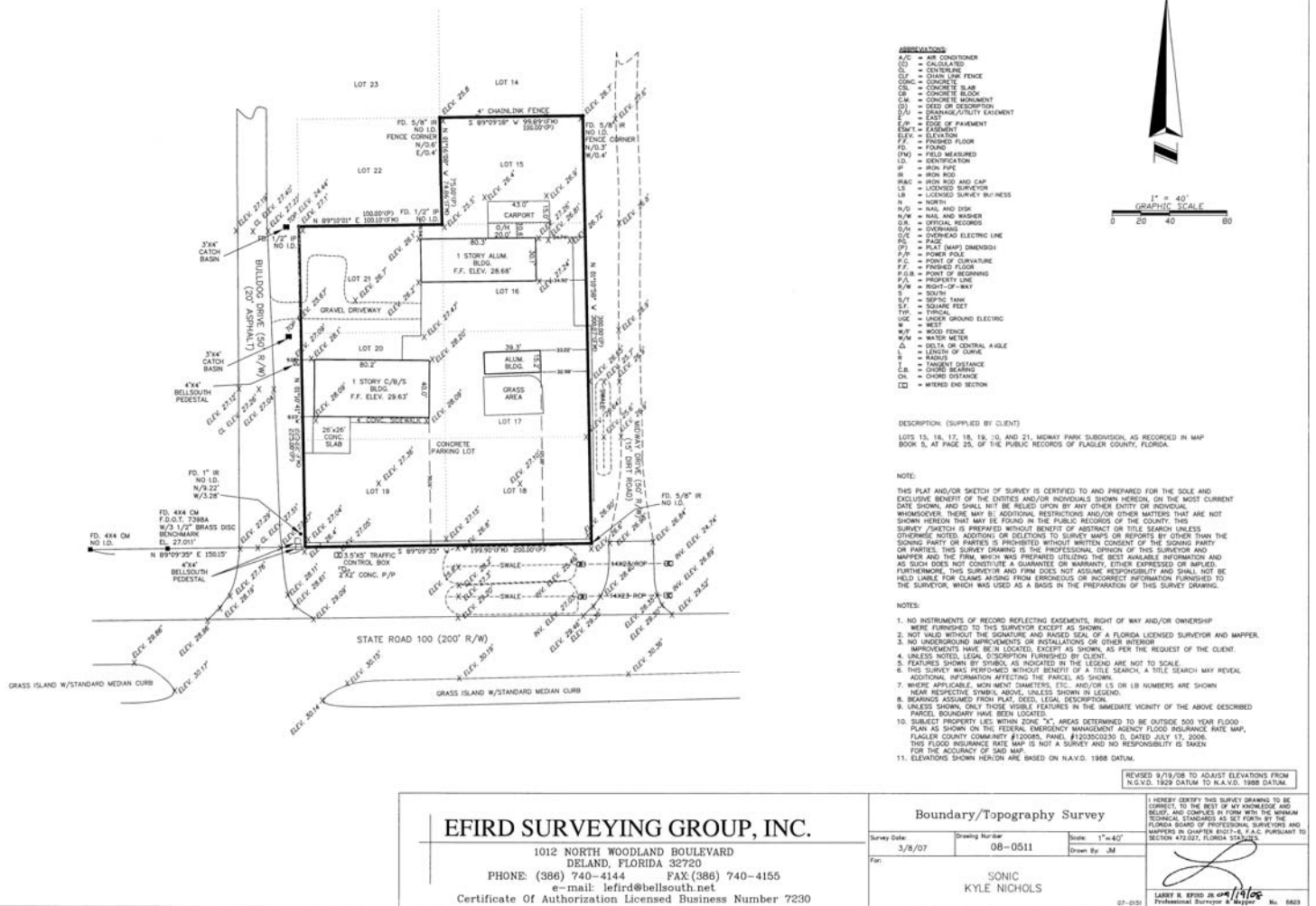
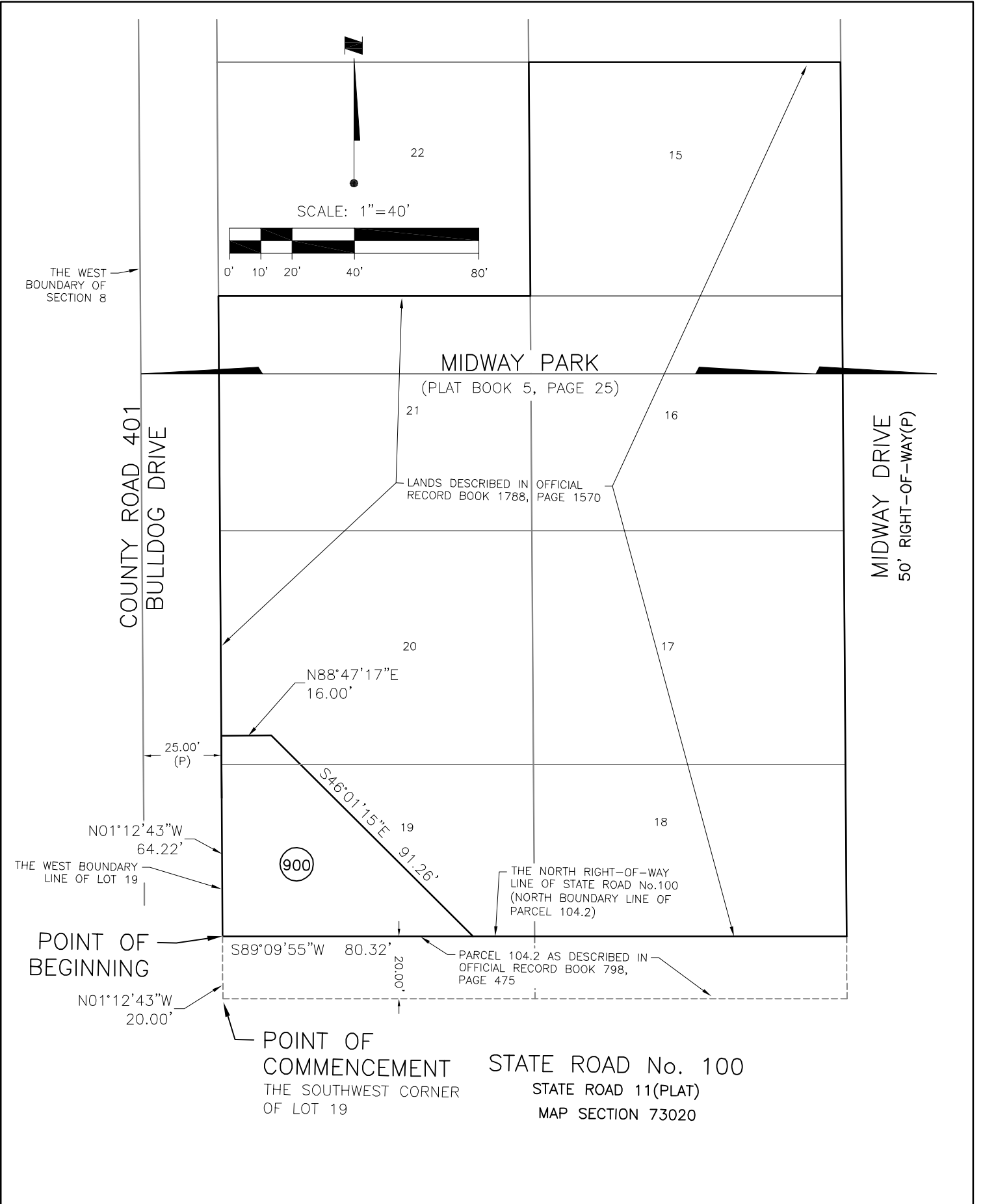


EXHIBIT "B"
EASEMENT AREA

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SCALE: 1"=40'	<p>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</p>	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 PLAT OR MAP 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 LOTS 19 AND 20, 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, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST BOUNDARY LINE N01°12'43"W, 64.22 FEET; THENCE DEPARTING SAID WEST BOUNDARY LINE N88°47'17"E, 16.00 FEET; THENCE S46°01'15"E, 91.26 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, 80.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.071 ACRE (3,097 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 ¼ 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

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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	
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