

PREPARED BY:
Catherine D. Reischmann, Esq.
Brown, Garganese, Weiss & D'Agresta P.A.
P.O. Box 2873
Orlando, Florida 32802

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

**INTERLOCAL AGREEMENT
FLAGLER COUNTY SCHOOL BOARD/PALM COAST, FLORIDA
BULLDOG DRIVE ROADWAY IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (the “Agreement”) for roadway improvements to Bulldog Drive (the “Roadway Improvements”) is made and entered the last date signed below by the parties, and is by and between the CITY OF PALM COAST, FLORIDA (hereinafter referred to as “City” and sometimes as “Parties”) and the FLAGLER COUNTY SCHOOL BOARD, a Florida Political Subdivision (hereinafter referred to as “School Board” and sometimes as “Parties”).

RECITALS:

WHEREAS, Florida Statutes, Chapter 163, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City is designing and constructing the Roadway Improvements to provide for roadway expansion and realignment associated with Bulldog Drive adjacent to Flagler/Palm Coast High School on property owned by the School Board, (hereinafter referred to

as the “School Property”). The legal description of the School Property is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS, the School Board desires the Roadway Improvements be constructed for the safety and benefit of all students, parents and the community; and

WHEREAS, the School Board, pursuant to the authority vested in Chapter 1013 of Florida Statutes, is authorized and empowered to grant, convey and dedicate rights of way in conjunction with public school development; and

WHEREAS, it is the intent of the Parties for the School Board to dedicate the School Property to the City for the construction of the Roadway Improvements.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Interlocal Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the School Board agree as follows:

Section 1. Incorporation of Recitals. Each and all of the recitals above are declared to be true and correct and are incorporated in this Agreement as if fully set forth below. This Agreement shall be considered an Interlocal Agreement pursuant to the authority within Section 163.01, Florida Statutes.

Section 2. Roadway Improvements Construction. The City agrees to be responsible for the design and construction of the Roadway Improvements as depicted on the design attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “Conceptual Design”). The City agrees that the School Board staff shall be consulted before the City’s final construction plans are drawn up for the Roadway Improvements.

Section 3. Donation of School Property. The School Board agrees to dedicate all of its rights, title and interests in the School Property via warranty deed to the City, following the City's due diligence regarding the School Property, and upon completion of the final design of the Roadway Improvements.

Section 4. Driveway Connections. The City agrees to provide driveway connections to Flagler/Palm Coast High School as part of the Roadway Improvements. The City agrees that the School Board staff shall be consulted in determining the location of the driveway connections.

Section 5. Fencing. At the option of the School Board, the City agrees to install fencing along the School Property consisting of a material that is substantially the same as the fencing currently located on the Flagler/Palm Coast High School site unless substitute materials are agreed upon by the Parties.

Section 6. Stormwater. The City agrees to accommodate the stormwater runoff for the amount of stormwater created by the Roadway Improvements. The City further agrees to accommodate the amount of stormwater runoff that currently drains into those certain retention ponds on the Property that will be displaced by the Roadway Improvements. The City agrees that the School Board staff shall be consulted in the final design of the stormwater runoff system.

Section 7. Construction Standards. The City and the School Board agree that the construction projects contemplated in this Agreement will be consistent with the requirements of City's Road Construction Specification Standards, the latest manual on uniform traffic control devices, and in accordance with the final approved construction plans.

Section 8. Maintenance. After completion of the Roadway Improvements, the City shall maintain the Roadway Improvements in perpetuity in the same or better condition than that of City roads.

Section 9. Initial Agreement. The Parties agree that this Agreement is the first step in a series of approvals and agreements that will be required before construction of the Roadway Improvements.

Section 10. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties executing this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not formally named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of all Parties hereto and shall be binding upon said Parties and their respective and express representatives, successors and assigns.

Section 11. Severability, Construction and Interpretation. In the event that any section, subsection, sentence, clause or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence, clause or word did not exist. This Agreement was mutually negotiated by all Parties who have executed the same. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

Section 12. Effective Date. Prior to this Agreement, or any amendment hereto, becoming effective, it shall be approved and executed by the Parties hereto, and pursuant to

Section 163.01(11), Florida Statutes, this Agreement shall become effective immediately after execution by the last Party.

Section 13. Termination and Amendment.

a. Termination. This Interlocal Agreement shall terminate automatically after a more detailed Donation Agreement is executed by the Parties. Until then, either Party may terminate this Agreement within ninety (90) days written notice to the other Party.

b. Amendment. This Agreement may be amended at any time provided that the Parties hereto approve said amendment in writing.

Section 14. Notice; Proper Form. Any notice to be delivered hereunder to either the School Board or the City shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official designated hereunder with receipt acknowledged in writing, or (b) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the Party at the address set forth opposite the Parties name below, or at such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith. Copies of notices shall be provided to all Parties to this Agreement. Mere delivery of copies shall not be determined to be a compliance with the requirements hereof. Notice shall be sent to:

FOR SCHOOL BOARD:
Superintendent of Schools
School District of Flagler County
1769 East Moody Blvd, Building #2
Bunnell, Florida 32110

FOR THE CITY OF PALM COAST:
City of Palm Coast
City Manager
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

Either Party to this Agreement may unilaterally amend this paragraph by revising the address or designee to whom notices are to be delivered by providing notice to the Parties as provided herein.

Section 16. Further Assurance. Each Party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

SCHOOL BOARD OF FLAGLER COUNTY

By: Bill Delbrugge, Superintendant of
of Schools

By: Evelyn Shellenberger, Chairman, School Board
Flagler County

Date: _____

Approved as to form and legality

Kristy Gavin, School Board Attorney

ATTEST:

CITY OF PALM COAST, FLORIDA

Clare Hoeni, City Clerk

Jon Netts, Mayor

Date: _____

Approved as to form and legality:

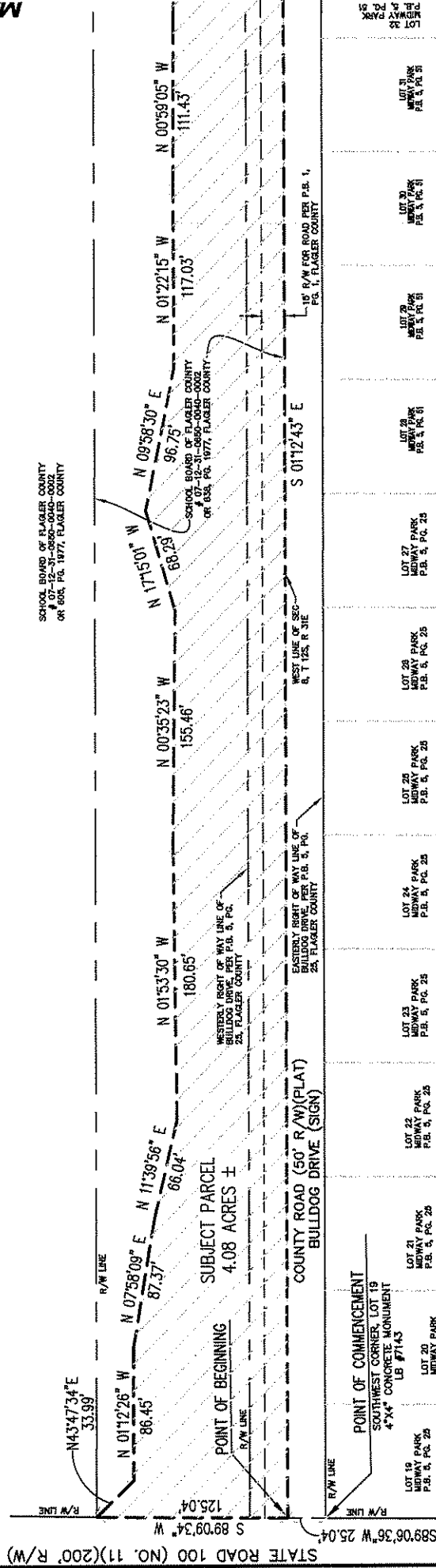
William E. Reischmann, Jr., City Attorney

EXHIBIT "A"

[LEGAL DESCRIPTION OF PROPERTY]

SKETCH OF DESCRIPTION

MATCHLINE A



ABBREVIATION & SYMBOL LEGEND:

- D — DELTA
- R — RADIUS
- L — LENGTH
- CB — CHORD BEARING
- CH — CHORD LENGTH
- R/W — RIGHT OF WAY
- O.R. — OFFICIAL RECORDS
- PG. — PAGE
- TYP — TYPICAL
- S.R. — STATE ROAD
- NO. — NUMBER
- SF. — SQUARE FEET
- P.B. — PLAT BOOK
- T — TOWNSHIP
- R — RANGE
- SEC — SECTION
- M.B. — MAP BOOK

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

REVISION	BY	DATE
PARCEL A/SHEET 1	BB	4.8.10

Eph
 Engineers
 Planners
 Landscape Architects
 Surveyors
 Construction Management

to w o . c p h e n g i n e e r s . c o m
 520 PALM COAST PARKWAY SOUTHWEST, PALM COAST, FL, 32137
 Phone: 386.445.6569 Fax: 386.447.8991

NOT VALID WITHOUT SHEETS 2 & 3 OF 3

Certificate of Authorization No. 7183

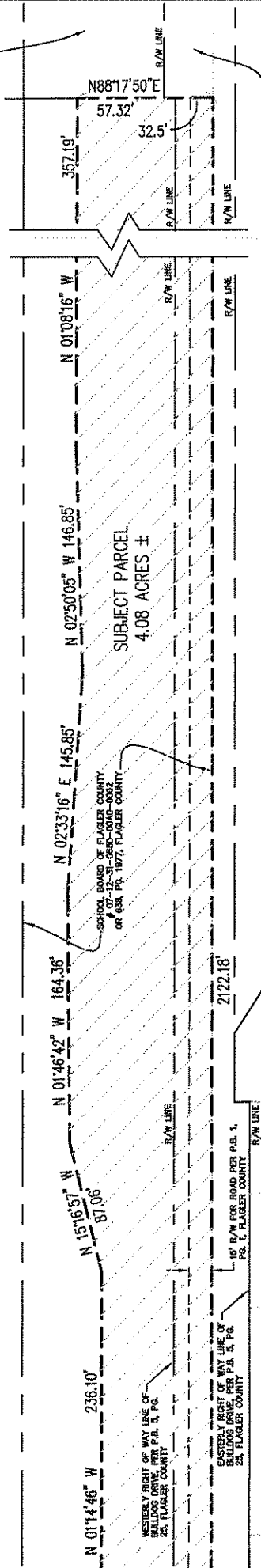


SKETCH OF DESCRIPTION

MATCHLINE A

SCHOOL BOARD OF FLAGLER COUNTY
07-12-31-0860-0010-0002
OR # 605, PG. 1977, FLAGLER COUNTY

TOWN CENTER PHASE 2
M.B. 33, PG. 63
FLAGLER COUNTY
08-12-31-6655-0000-0010



LOT 12
TOWN CENTER PHASE 2
M.B. 33, PG. 63
FLAGLER COUNTY
08-12-31-6655-0000-0120

LOT 1 & LOT 3 TOWN CENTER PHASE 3 - BROOKHAVEN AT TOWN CENTER
FLAGLER COUNTY
08-12-31-6635-0000-0010
"SR-100 WEST LLC"

NORTHERLY 135' OF THE WESTERLY 100' OF THE WESTERLY 100' OF THE WESTERLY 100' PER P.B. 3, PG. 26 P.B. 5, PG. 51

LOT 31
M.B. 33, PG. 63
P.B. 5, PG. 51

NORTHERLY 135' OF THE WESTERLY 100' OF THE WESTERLY 100' OF THE WESTERLY 100' PER P.B. 3, PG. 26 P.B. 5, PG. 51

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- SF — SQUARE FEET
- P.B. — PLAT BOOK
- T — TOWNSHIP
- R — RANGE
- SEC — SECTION
- M.B. — MAP BOOK

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



Engineers
Planners
Landscape Architects
Surveyors
Construction Management

W W W . c p h e n g i n e e r s . c o m
520 PALM COAST PARKWAY, SOUTHWEST, PALM COAST, FL, 32137
Phone: 386.447.8891 Fax: 386.447.8891

REVISION	BY	DATE
PARCEL A/SHEET 2	BB	4.8.10

NOT VALID WITHOUT SHEETS 1 & 3 OF 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE WEST 1/2 OF WEST 1/2 OF NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 19, MIDWAY PARK, AS RECORDED IN MAP BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. SAID CORNER ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF BULLDOG DRIVE, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED PER PLAT BOOK 5, PAGE 25 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 89°06'36" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, ALSO BEING DESCRIBED AS A POINT OF INTERSECTION OF THE WEST LINE OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AND SAID NORTHERLY RIGHT OF WAY OF STATE ROAD 100; THENCE CONTINUE ALONG SAID RIGHT OF WAY OF STATE ROAD 100 SOUTH 89°09'34" WEST A DISTANCE OF 125.04 FEET; THENCE DEPARTING SAID RIGHT OF WAY OF STATE ROAD 100 NORTH 43°47'34" EAST A DISTANCE OF 33.99 FEET; THENCE NORTH 01°12'26" WEST A DISTANCE OF 86.45 FEET; THENCE NORTH 07°58'09" EAST A DISTANCE OF 87.37 FEET; THENCE NORTH 11°39'56" EAST A DISTANCE OF 66.04 FEET; THENCE NORTH 01°53'30" WEST A DISTANCE OF 180.65 FEET; THENCE NORTH 00°35'23" WEST A DISTANCE OF 155.46 FEET; THENCE NORTH 17°15'01" WEST A DISTANCE OF 68.29 FEET; THENCE NORTH 09°58'30" EAST A DISTANCE OF 96.75 FEET; THENCE NORTH 01°22'15" WEST A DISTANCE OF 117.03 FEET; THENCE NORTH 00°59'05" WEST A DISTANCE OF 111.43 FEET; THENCE NORTH 01°14'46" WEST A DISTANCE OF 145.85 FEET; THENCE NORTH 02°50'05" WEST A DISTANCE OF 236.10 FEET; THENCE NORTH 15°16'57" WEST A DISTANCE OF 87.06 FEET; THENCE NORTH 01°08'16" WEST A DISTANCE OF 357.19 FEET TO A POINT ON THE SOUTH LINE OF TRACT "A", TOWN CENTER PHASE 2 PER PLAT BOOK 35, PAGE 63 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE OF TRACT "A" NORTH 88°17'50" EAST A DISTANCE OF 57.52 FEET TO A POINT ON THE RIGHT OF WAY OF BULLDOG DRIVE PER MAP BOOK 35 PAGE 63 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT OF WAY NORTH 88°17'50" EAST A DISTANCE OF 32.5 FEET TO A POINT OF INTERSECTION WITH SAID WEST LINE OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 31 EAST; THENCE ALONG SAID SECTION LINE SOUTH 01°12'43" EAST A DISTANCE OF 212.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 177,546 SQUARE FEET (4.08 ACRES) MORE OR LESS.

SAID EASTERLY 15 FEET OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST AND AS RECORDED IN PLAT BOOK 1, PAGE 1 CONTAINING 31,818 SQUARE FEET (0.73 ACRES) MORE OR LESS.

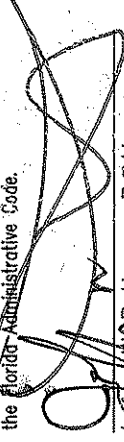
SAID EASTERLY 25 FEET OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST ALSO BEING SAID RIGHT OF WAY OF BULLDOG DRIVE AS RECORDED IN PLAT BOOK 5, PAGE 25 CONTAINING 53,037 SQUARE FEET (1.22 ACRES) MORE OR LESS.


Survey Notes:

1. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. 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.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD (BULLDOG DRIVE), AS RECORDED IN MAP BOOK 5, PAGE 25 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. SAID BEARING BEING NORTH 01°12'26" WEST.
4. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
5. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
6. THIS IS NOT A BOUNDARY SURVEY.
7. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA
8. ALL PARCEL INFORMATION WAS OBTAINED FROM FLAGLER COUNTY PROPERTY APPRAISER WEBSITE ON APRIL 9, 2010.

Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the hereon-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on April 9, 2010. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 5J-17 of the Florida Administrative Code.


 Jeffrey W. Patterson, P.S.M.
 Professional Surveyor and Mapper
 Florida Registration No. 63384



Engineers
Planners
Landscape Architects
Surveyors
Construction Management
w w . c p h e n g i n e e r s . c o m
 520 PALM COAST PARKWAY SOUTHWEST, PALM COAST, FL. 32137
 Phone: 386.445.6569 Fax: 386.447.8991

REVISION	BY	DATE
PARCEL A/SHEET 3	BB	4/9/10

EXHIBIT “B”
[CONCEPTUAL DESIGN]

