

Prepared By/Record and Return To:
Albert J. Hadeed, Esquire
Flagler County Attorney's Office
1769 East Moody Boulevard
Building 2, Suite 303
Bunnell, Florida 32110

Tax Parcel Id No. 07-11-31-7085-01010-0050

MASTER WASTEWATER PUMP STATION EASEMENT AGREEMENT

THIS MASTER WASTEWATER PUMP STATION EASEMENT AGREEMENT (the "Agreement") is made this 17th day of February, 2015, between **FLAGLER COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Suite 302, Bunnell, Florida 32110 ("Grantor"), and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation of the State of Florida, whose address is 160 Cypress Point Parkway, Ste. B106, Palm Coast, Florida 32164 ("Grantee").

WITNESSETH:

A. Grantor is the owner of that certain real property located in Flagler County, Florida at the southwest corner of the intersection of State Road A-1-A and the Hammock Dunes Bridge right-of-way, as more particularly described in **Exhibit "1"** attached hereto and incorporated herein by this reference (the "Grantor Parcel").

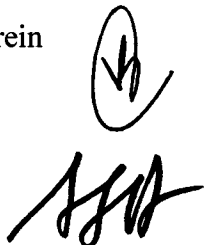
B. Grantor and Grantee have entered into that certain Flagler County/City of Palm Coast Interlocal Agreement for Wastewater Services dated June 5, 2012 and recorded at Flagler County Official Records Book 1873 Page 1747 (the "Interlocal Agreement") to provide for expansion of Grantee's central wastewater collection system to the "barrier island" to serve residents and businesses located thereon.

C. The Interlocal Agreement requires Grantor to grant to Grantee an easement for the construction, operation, maintenance, repair and replacement of a Master Wastewater Pump Station located on a portion of the Grantor Parcel, as more particularly described in **Exhibit "2"** attached hereto and incorporated herein by this reference (the "Pump Station Easement Parcel"), along with other related easements to be located within the Grantor Parcel, as further described herein.

D. The parties desire to memorialize the terms of the aforementioned easements in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by this reference.

Handwritten signature and initials in the bottom right corner of the document.

2. **GRANT OF PUMP STATION EASEMENT.** Subject to the terms and conditions hereinafter provided, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, exclusive easement and right-of-way over the Pump Station Easement Parcel for the construction, operation, maintenance, repair and replacement of a Master Wastewater Pump Station (the "Pump Station Easement"), which facility shall meet the following requirements:

a. Grantee shall locate the Pump Station within an enclosed building, which building shall be served by underground electric service and shall be architecturally designed to match the character and general architecture of the area, as detailed in the Interlocal Agreement.

b. Grantee shall install an odor control system at the Pump Station.

c. Grantee shall operate and maintain the Pump Station, including the odor control system, in perpetuity.

d. Grantee shall be permitted to install a properly screened back-up generator and generator fuel storage container outside of the Pump Station building.

If Grantee determines that it needs to expand the Pump Station outside of the Pump Station Easement, such expansion shall be subject to the approval of Grantor and written amendment of this Agreement to document the same.

3. **GRANT OF ACCESS EASEMENT TO PUMP STATION.** Subject to the terms and conditions hereinafter provided, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way on, over and across the property depicted on the site plan attached hereto as **Exhibit "3"** and incorporated herein by this reference (the "Pump Station Site Plan") for pedestrian and motor vehicle access, ingress and egress, which easement shall include the right and obligation for Grantee to construct, operate, maintain, repair and replace a driveway from State Road A-1-A to the Pump Station Easement Parcel and a parking area to serve the Pump Station (the "Access and Parking Easement"), all as depicted on the Pump Station Site Plan. The access driveway and parking area to be constructed by Grantee within the Access and Parking Easement shall match the design of the Intracoastal Waterway Park located on Grantor's adjacent land. The parking area shall consist of a shell base that is properly compacted and stabilized. Grantee shall construct a paved connection driveway to State Road A-1-A in accordance with Florida Department of Transportation standards. Grantee shall also landscape the Access and Parking Easement and the Pump Station Easement Parcel in accordance with the Flagler County Scenic A1A Overlay District criteria. Grantor shall have the right to relocate the driveway constructed by Grantee hereunder to serve the needs of Grantor's Intracoastal Waterway Park, provided that Grantor pays for the cost of designing, permitting and constructing the relocated driveway and that the relocated driveway provide Grantee with equivalent access to the Pump Station Easement Parcel.

4. **GRANT OF UTILITY EASEMENT.** Subject to the terms and conditions hereinafter provided, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way on, over and across the property depicted on the Pump Station Site Plan for the construction, installation, operation, maintenance, repair and replacement of water and wastewater lines from the Pump Station Easement Parcel to State Road

A-1-A (the "Utility Easement"). Grantee shall provide stub-outs for water and wastewater service for Grantor's use for future park facilities at the adjacent Intracoastal Waterway Park. In the event Grantor elects to connect to the water and wastewater stub-outs installed by Grantee, Grantor shall be responsible for designing, permitting and installing such utility lines and for perpetual maintenance, repair and replacement of the same. Grantor shall also be responsible for paying Grantee's normal water and sewer capital and usage costs related to the water and sewer service obtained from Grantee for the Intracoastal Waterway Park.

5. **TEMPORARY CONSTRUCTION EASEMENT.** Subject to the terms and conditions hereinafter provided, Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way on, over and across the property depicted on the Pump Station Site Plan for the construction and installation of the structures and improvements described in Sections 2, 3 and 4 herein. This temporary construction easement shall terminate when Grantee completes its original construction of the last of the structures and improvements described in Sections 2, 3 and 4 herein.

6. **IMPROVEMENT PERMITTING.** Grantee shall be responsible for obtaining any and all permits and other approvals from Grantor and other applicable governmental agencies necessary for the construction, installation, maintenance, repair and replacement of the structures and improvements described in Sections 2, 3, 4 and 5 herein, at its sole cost and expense. Grantor shall cooperate with Grantee in executing any applications necessary for Grantee to obtain such permits and approvals. Grantor hereby agrees to waive all application fees or charges associated with its permitting requirements.

7. **RESERVATION OF RIGHTS BY GRANTOR.** Grantor may use the real property described and depicted in **Exhibits "2" and "3"** for any purpose not incompatible with the easements granted hereby, provided that such reserved rights do not obstruct or interfere with the easements and rights herein granted.

8. **MAINTENANCE AND REPAIRS OF EASEMENT PROPERTY.** Following the construction of the buildings and improvements described in Sections 2, 3, and 4 herein, Grantee, at its sole cost and expense, shall maintain, or cause to be maintained, in good order and in a sightly and safe condition, the structures and improvements constructed pursuant hereto. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the structures or improvements, Grantee shall, at its sole cost and expense, with due diligence repair, restore and rebuild such structures or improvements to its condition prior to such damage or destruction.

9. **INDEMNIFICATION.** Subject to the limits of liability set forth in Section 768.28, Fla. Stat., Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor, its elected officials, employees and other representatives ("Indemnitees") from and against all claims, including any actions or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees and costs of suit) arising from or as a result of the injury to or death of any person, or damage to the property of any person which shall occur as a result of the exercise of the easements and rights herein granted, except for claims caused by the negligence or willful act or omission of the Indemnitees, their agents, servants or employees.

10. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the successors and assigns of the parties hereto.

11. **ENFORCEMENT; ATTORNEY'S FEES.** In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorneys' fee, together with such other costs and expenses as the court deems appropriate.

12. **CONSTRUCTION.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on each party is carried out.

13. **NOTICE.** The addresses of Grantor and Grantee are as set forth in the initial paragraph. Any party may give written notice of change of address to the others. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph or to the last known address and shall be deemed given when placed in the mail.

14. **NO THIRD PARTY BENEFICIARIES.** This Agreement is granted only for the benefit of Grantor and Grantee and is not intended for the use or benefit of any person or entity other than those set forth above.

15. **ENTIRE AGREEMENT; AMENDMENT.** The parties hereto agree that the entire agreement between the parties with respect to the easements is set forth in this Agreement. This Agreement may be amended only by an instrument in writing and signed by Grantor and Grantee.

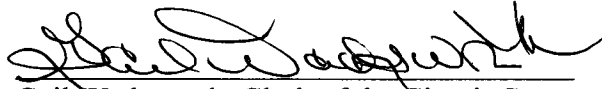
16. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

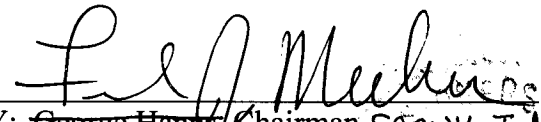
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IN WITNESS WHEREOF, Grantor has hereunto set their hands and seals the day and year first above written.

ATTEST:

FLAGLER COUNTY


Gail Wadsworth, Clerk of the Circuit Court
and Comptroller


BY: ~~George Hamer~~ Chairman FRANK J. MEEKER
County Board of Commissioners

Date: 2/25/2015

Approved as to form and legality.

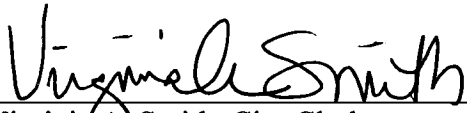

Al Hadeed, County Attorney

[Signatures Continue on Next Page]

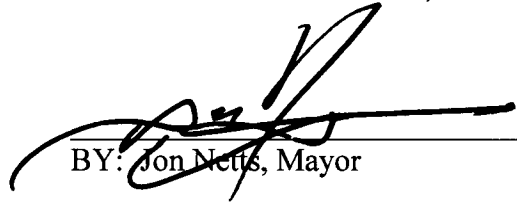
IN WITNESS WHEREOF, Grantee has hereunto set their hands and seals the day and year first above written

ATTEST:

CITY OF PALM COAST, FLORIDA




Virginia A. Smith, City Clerk



BY: Jon Nettis, Mayor

Date: 2/17/15

Approved as to form and legality.



William E. Reischmann, Jr., City Attorney

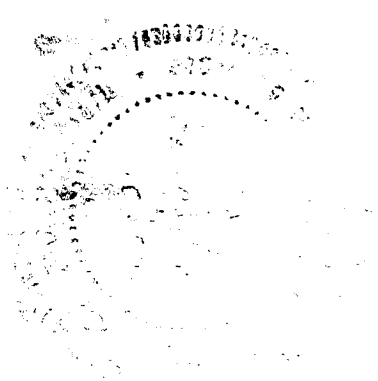




Exhibit "1"

Legal Description of the Grantor Parcel

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EXHIBIT 1

OFF REC 0571 PAGE 1964

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Margrove Grade, Palm Coast, Florida.
Date; May 15, 1995.

6 acre County Park/Recreation lands at Harbor Village Marina.

DESCRIPTION:

A parcel of land lying West of State Road A-1-A in Government Section 38, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

A POINT OF REFERENCE being the intersection of the North line of said Government Section 38 with the westerly right-of-way line of State Road A-1-A (216'R/W), thence South 16°45'12" East along said right-of-way a distance of 1567.75 feet to a point of curvature, thence 387.10 feet along the arc of a curve to the left (concave easterly) having a central angle of 03°50'15", a radius of 5779.65 feet, a chord Bearing of South 18°40'19" East and a chord distance of 387.02 feet to a point of tangency, thence South 20°35'27" East along the westerly right-of-way line of State Road A-1-A (100'R/W) a distance of 949.16 feet to the POINT OF BEGINNING of this description, thence continue South 20°35'27" East a distance of 364.76 feet, thence departing State Road A-1-A South 69°17'51" West a distance of 928.90 feet to a point on the easterly right-of-way line of the Intracoastal Waterway (500'R/W), thence North 20°50'24" West along said right-of-way a distance of 198.46 feet, thence departing said Intracoastal Waterway North 59°09'36" East a distance of 944.84 feet to the POINT OF BEGINNING;

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 6.0088 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the West right-of-way line of State Road A-1-A in the vicinity of the afore described parcel being South 20°35'27" East.

EXHIBIT "A" SHEET 1 OF 2

OFF REC 0571 PAGE 1965



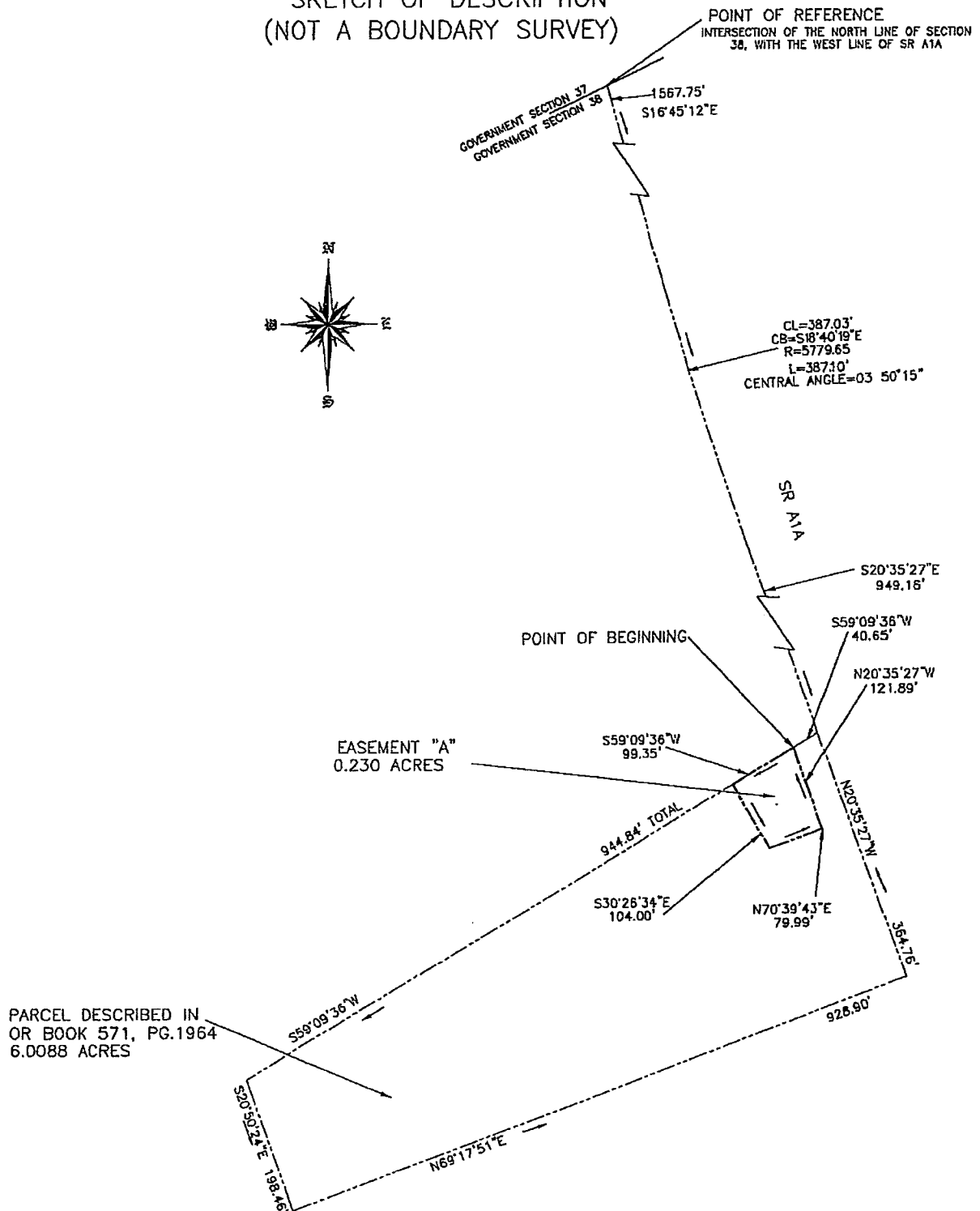
Exhibit "2"

Legal Description of the Pump Station Easement Parcel

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EXHIBIT "2"

SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)



SKETCH AND DESCRIPTION OF
PALM COAST MASTER PUMP STATION EASEMENT
AT HAMMOCK BRIDGE PARK
SR A1A, FLAGLER COUNTY

8.5"x11" scale: 1=200'

ISSUED 2/7/12

SHEET 1 OF 2

[Handwritten signatures and initials]

EXHIBIT "2"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WEST OF STATE ROAD A-1-A IN GOVERNMENT SECTION 38, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA RECORDED IN OR BOOK 571, PAGE 1964 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT "2"

AS A POINT OF REFERENCE BEING THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT SECTION 38 WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (216' R/W), THENCE SOUTH 16°45'12" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1567.75 FEET TO A POINT OF CURVATURE, THENCE 387.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT (CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 03°50'15", A RADIUS OF 5779.65 FEET, A CHORD BEARING OF SOUTH 18°40'19" EAST AND A CHORD DISTANCE OF 387.03 FEET, THENCE SOUTH 20°35'27" EAST A DISTANCE OF 949.16 FEET, THENCE SOUTH 59°09'36" WEST A DISTANCE OF 40.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 59°09'36" WEST A DISTANCE OF 99.35 FEET, THENCE CONTINUE SOUTH 30°26'34" EAST A DISTANCE OF 104.00 FEET, THENCE CONTINUE NORTH 70°39'43" EAST A DISTANCE OF 79.99 FEET, THENCE CONTINUE NORTH 20°35'27" WEST A DISTANCE OF 121.39 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.230 ACRES MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FROM RECORD INFORMATION ONLY AND NOT INTENDED FOR USE AS A BOUNDARY SURVEY.

SKETCH AND DESCRIPTION OF
PALM COAST MASTER PUMP STATION EASEMENT
AT HAMMOCK BRIDGE PARK
SR A1A, FLAGLER COUNTY

ISSUED 2/7/12

SHEET 2 OF 2

[Handwritten signature]
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Exhibit “3”

Pump Station Site Plan

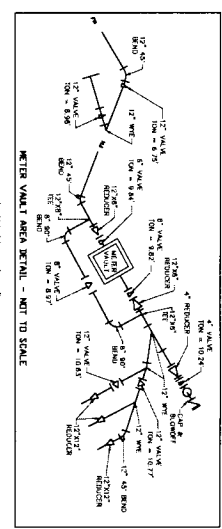
**“As Built Survey” of Master Pump Station on File with Flagler County Building Department
PDF of “As Built Survey” on File with Flagler County Engineering Department**

Master Pump Station Conceptual Site Plan by McKim & Creed included herewith as Interpretive

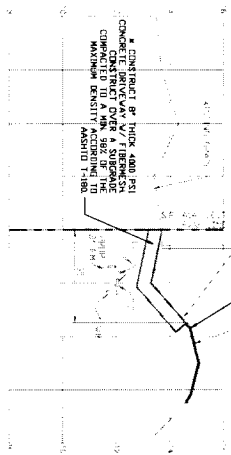
Handwritten signature and initials in the bottom right corner. The signature appears to be "J. H. H." and the initials are circled and look like "JH".

RECORD SURVEY
FOR
PLAN AND PROFILE
BEACHSIDE SEWER SERVICE
SECTIONS 36.44-46 AND 47, TOWNSHIP 11 S., R. 31 EAST
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

ATTENDS SHOWN THAT CULD NOT BE FIELD VERIFIED
AS BUILT INFORMATION PROVIDED BY CONTRIBUTOR.*****



SECTION A



TYPICAL PERVIOUS STONE
ACCESS DRIVE DETAIL

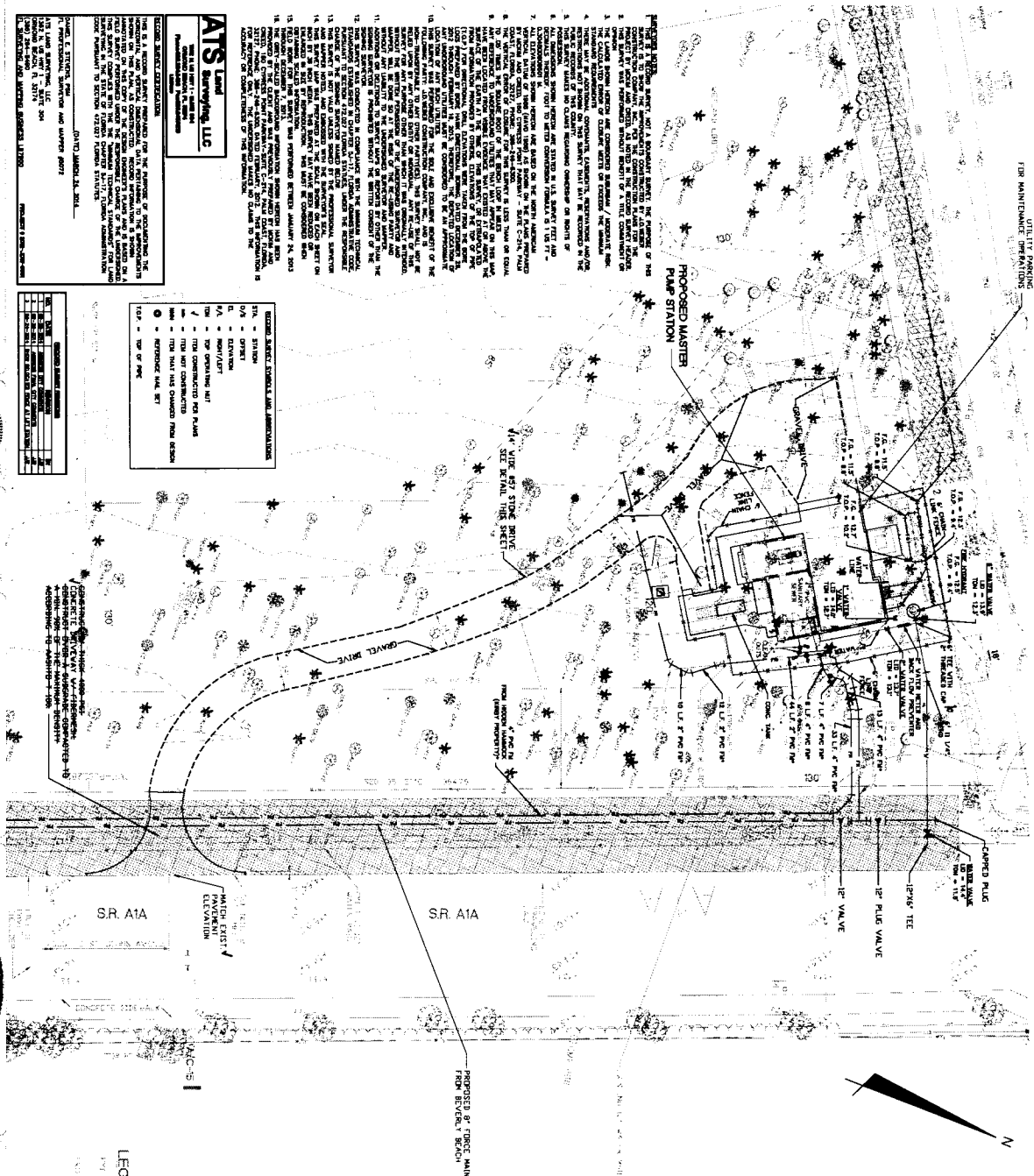
LEGEND



Figure 1 consists of 11 sub-diagrams labeled 1 through 11, illustrating the steps of the proposed algorithm for solving the Traveling Salesman Problem. The diagrams show a sequence of graphs where nodes are connected by edges, with some edges highlighted in red to show the current path or solution. The steps are numbered 1 through 11.

[illegible][illegible]

ATS Land Surveying, LLC
 1001 N. 1st Street, Suite 100
 Phoenix, Arizona 85004
 Phone: 602.462.1400
 Fax: 602.462.1401
 Email: info@atsland.com
www.atsland.com

[illegible]



[illegible]

MASTER PUMP STATION SITE PLAN



McKIM & CREED

160 Cypress Point Parkway, Suite 204
 Palm Coast, Florida 32184
 Phone: (386) 246-6300, Fax: (386) 246-6323
 AA0002387 030000001

www.mckimcreed.com