

RESOLUTION 2016 - 1
VACATION AND ACCEPTANCE OF EASEMENTS
AND A PLAT FOR GRAND LANDINGS PHASE 1A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE VACATION AND ABANDONMENT OF A PORTION OF AN EASEMENT AND THE ACCEPTANCE OF A NON-EXCLUSIVE UTILITY EASEMENT FROM JTL GRAND LANDINGS DEVELOPMENT, LLC AND GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC.; PROVIDING FOR THE APPROVAL OF THE GRAND LANDINGS PHASE 1A PLAT; PROVIDING FOR EXECUTION; PROVIDING FOR RECORDATION; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently holds a utility easement on property owned by JTL Grand Landings Development, LLC and Grand Landings Master Homeowners' Association, Inc. (hereinafter referred to as "Prior Easement"), recorded in the Official Public Records of Flagler County in O.R. Book 600, Page 679; and

WHEREAS, the City desires to vacate a portion of said Prior Easement; and

WHEREAS, the City of Palm Coast requires a non-exclusive utility easement from JTL Grand Landings Development, LLC and Grand Landings Master Homeowners' Association, Inc., over the property for the construction, installation, operation, maintenance and repair of public utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances, etc. (hereinafter "Utility Easement"); and

WHEREAS, JTL Grand Landings Development, LLC and Grand Landings Master Homeowners' Association agree to grant the Utility Easement as described above to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to adopt this Resolution to provide for the City's acceptance of the Utility Easement as a condition of the vacation of a portion of the Prior Easement recorded in O.R. Book 600, Page 679; and

WHEREAS, JTL Grand Landings Holdings, LLC and Grand Landings Master Homeowners' Association, Inc., have also submitted an application for the Grand Landings Phase 1A plat to be approved by City Council.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. VACATION OF EASEMENTS. The City Council hereby vacates and abandons that portion of the Prior Easement depicted and described in Exhibit "A-1" and recorded at O.R. Book 600 Page 679 in the Official Public Records of Flagler County. The remainder of the Prior Easement shown in Exhibit "A-2" is not vacated.

SECTION 2. CONDITION OF ACTION AND ACCEPTANCE OF EASEMENT. The action of the City Council vacating and abandoning a portion of the Prior Easement as set forth in Section 1 is specifically conditioned upon the grant of a Utility Easement to the City by JTL Grand Landings Development, LLC and Grand Landings Master Homeowners' Association, Inc., of a replacement nature in the form attached as Exhibit "B". By accepting the benefit of the vacation and abandonment of a portion of the Prior Easement described in Section 1, the parties have conclusively and irreversibly accepted the conditions set forth herein. The City Council hereby accepts the Utility Easement as described in Exhibit "B".

SECTION 3. APPROVAL OF GRAND LANDINGS PHASE 1A PLAT. The City Council of the City of Palm Coast hereby approves the plat for Grand Landings Phase 1A, as attached hereto and incorporated herein by reference as Exhibit "C."

SECTION 4. SIGNATORY AUTHORITY. The Mayor is hereby authorized to execute the necessary documents.

SECTION 5. RECORDATION. The City Clerk shall record the necessary documents in the Public Records of Flagler County.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this

Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED at the meeting of the City Council of the City of Palm Coast, Florida, on this 19TH day of January 2016.

ATTEST:

CITY OF PALM COAST, FLORIDA


VIRGINIA A. SMITH, CITY CLERK


JON NETTS, MAYOR

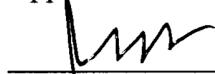
Attachments:

Exhibit A-Vacation Easement legal description

Exhibit B-Easement to City of Palm Coast

Exhibit C-Plat for Grand Landings Phase 1A

Approved as to form and legality


William E. Reischmann, Jr., Esq.

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DATE	12/20/15	SCALE	1"=60'
SHEET 1 OF 1		DESIGN	
PROJECT NO.		1502-13-4013	

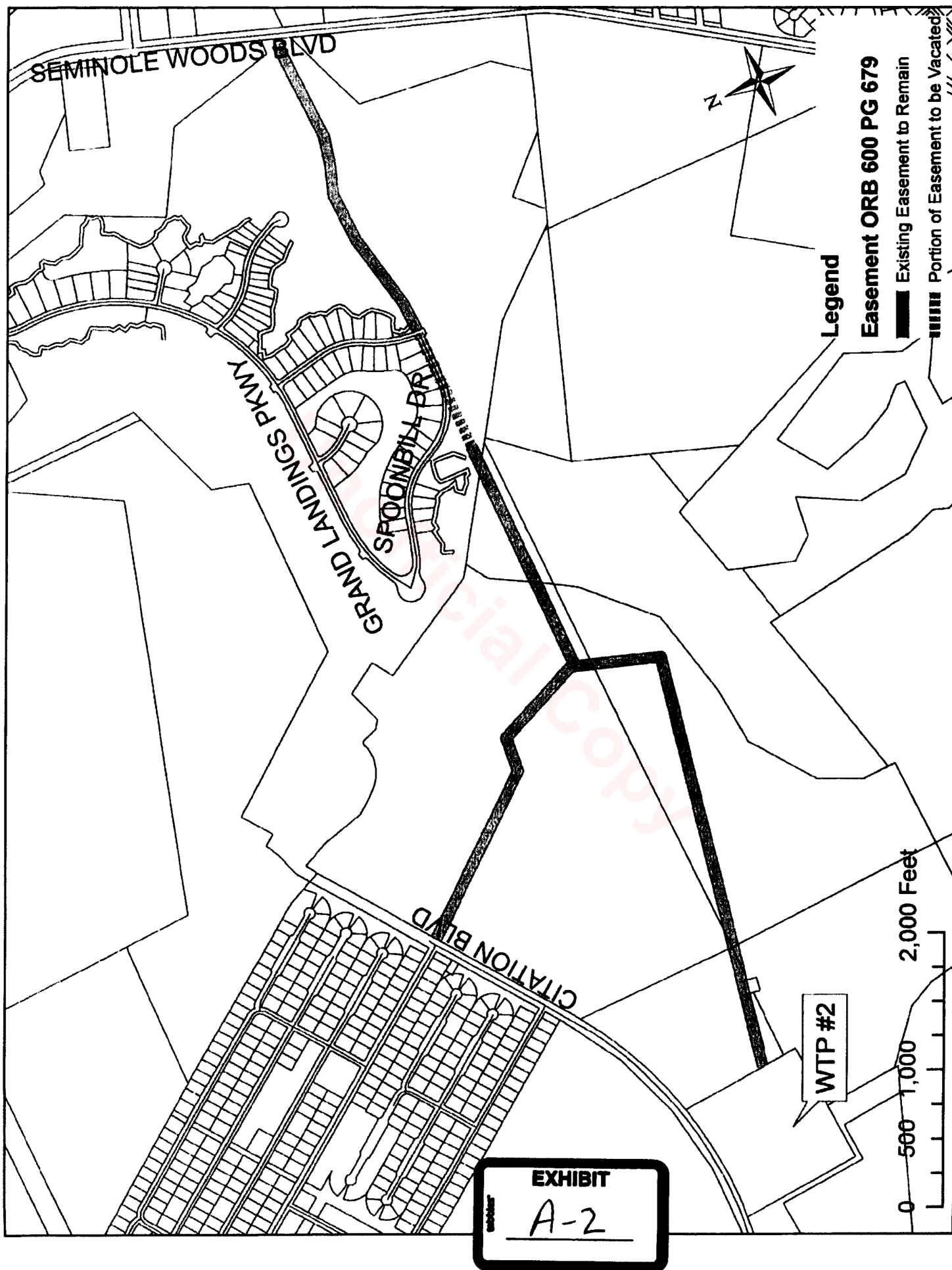


EXHIBIT "B"
[UTILITY EASEMENT]

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

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into this 28th day of January, 2016, by and between **JTL Grand Landings Development, LLC**, a Texas limited liability company, whose address is 16475 Dallas Parkway, Suite 155, Addison, Texas 75001 and **Grand Landings Master Homeowners' Association, Inc.**, a Florida non-profit corporation, whose address is 461 A1A Beach Blvd., St. Augustine, Fl. 32080 ("Grantors") and the **CITY OF PALM COAST**, ("Grantee") whose address is 160 Lake Avenue, Palm Coast, FL 32164.

WITNESSETH:

WHEREAS, JTL GRAND LANDINGS DEVELOPMENT, LLC, is the successor in interest to The Reserve, LLC, the owner and dedicator of the Grand Landings - Phase I, subdivision plat, as recorded in Map Book 36, Pages 37-47, Public Records of Flagler County, Florida; and

WHEREAS, GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC., has a dedicatory interest in the subject property, and is still under developer control and has not been turned over to the members; and

WHEREAS, JTL GRAND LANDINGS DEVELOPMENT, LLC, is the owner of that certain real property located in Palm Coast, Flagler County, Florida, more particularly described as set forth on Exhibit "B-1" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantors desire to grant and convey unto Grantee a non-exclusive public utility easement to, over, under, upon, across and through the Property which is described on Exhibit "B-1" attached hereto, 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, Grantors warrant that they have full authority to grant this easement; and

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, Grantors 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 Grantors. Grantors do hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Property 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 Property 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 Property.
4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Property. The Grantee shall also, at Grantee's cost and expense, restore the Property 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 Property 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 Property shall be perpetual in duration.
7. Warranty of Title. Grantors hereby warrants that: (i) Grantors own the fee simple title to the Property, (ii) Grantors have 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 Property for the purposes contemplated herein.
8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantors 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-1" 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, Grantors 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]

LOUISE B. WHATLEY III
(print)

[Signature]
Mike West
(print)

GRANTOR :

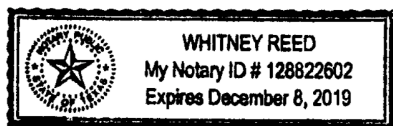
JTL Grand Landings Development, LLC, a
Texas
limited liability company

By: [Signature]
David West, Manager

Address: 16475 Dallas Pkwy, Suite 155
Addison, Texas 75001

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 20th day of JANUARY, 2016, by David West, Manager of JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company (check one) ☒ who is personally known to me or ☐ who produced DRIVERS LICENSE as identification.



Whitney Reed
Notary Public - State of Texas
Print name: Whitney Reed
My Commission expires: 12/8/19

WITNESSES:

[Signature]
Louise A. [Signature]
 (print)
[Signature]
Mike West
 (print)

GRANTOR:

Grand Landings Master Homeowners' Association, Inc., a Florida non-profit corporation

By: [Signature]

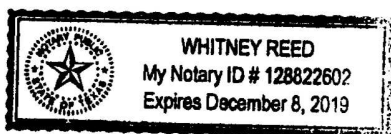
Print name: David West

Title: President

Address: 461 A1A Beach Blvd
 St. Augustine, FL 32080

STATE OF TEXAS
 COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 20th day of January, 2016, by David West, President of GRAND LANDINGS MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation (check one) ☒ who is personally known to me or ☐ who produced drivers license as identification.



Whitney Reed
 Notary Public – State of Texas
 Print Name: Whitney Reed
 My Commission expires: 12/8/19

WITNESSES.

Heidi Scotti

Heidi Scotti
(print)

Kathleen Courtney

Kathleen Courtney
(print)

GRANTEE

CITY OF PALM COAST

By: Jim Landon
Jim Landon, City Manager 2/1/16

ATTEST:

Virginia A Smith
City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 1st day of February, 2016, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.



Barbara Redline
Notary Public – State of Florida
Print Name: BARBARA REDLINE
My Commission expires: MARCH 11, 2019

EXHIBIT "B-1"
PROPERTY

The Private Drives of Grand Landings Parkway, S. Starling Drive, S. Coopers Hawk Way, Spoonbill Drive, S. Hummingbird Place, and Vireo Drive, according to the plat of Grand Landings – Phase 1, recorded in Map Book 36, Pages 37-47, Public Records of Flagler County, Florida.

Unofficial Copy