

Prepared by:
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Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

Return to:
Kaley Cook, City Clerk City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164-3126

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is entered into this 5th day of September, 2024, between **BRYNDOG PCP, LLC**, a Florida limited liability company, whose address is 180 Brookhaven Ct., S, Palm Coast, FL 32164, hereinafter referred to as the GRANTOR, and the **CITY OF PALM COAST**, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter referred to as the GRANTEE.

WITNESSETH:

FOR AND IN CONSIDERATION of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR, does hereby give, grant, bargain and release to the GRANTEE, a temporary easement to enter upon the following lands of the GRANTOR, said real property being located in Flagler County, Florida and more specifically described as follows (the "Easement Area"):

SEE EXHIBIT "A" ATTACHED HERETO.

FOR THE PURPOSE OF allowing the GRANTEE to construct certain road improvements pertaining to Matanzas Woods Parkway together with necessary appurtenant facilities on the said real property, and to access the said real property abutting real property thereto and to conduct any and all acts and works as aforesaid.

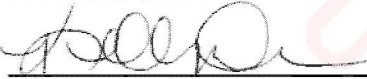
GRANTEE shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The GRANTEE shall also, at GRANTEE's cost and expense, restore the Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, sidewalks, irrigation, landscaping, and signage caused by or resulting from such activities.

THE GRANTOR hereby warrants that it has good and marketable title and authority to grant the rights to the GRANTEE as set forth herein.

THIS EASEMENT shall expire and be of no further force or effect upon the earlier of: (i) three (3) years from the date of recording of this Easement Agreement at which time this Easement Agreement shall automatically terminate without the need to record any termination in the public records; or (ii) upon completion of the construction of the City's road improvement project as evidenced by an affidavit executed by the GRANTEE's City Engineer, said affidavit being delivered to the GRANTOR. Upon completion, and if requested by Grantor, Grantee shall record a termination of this Easement Agreement in the public records of Flagler County.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES:



(signature)

Kelly Devore

(print name)

145 City Pl., Ste 301

(address)

Palm Coast FL 32164



(signature)

Caroline McNeil

(print name)

145 City Pl., Ste 301

(address)

Palm Coast, FL 32164

BYNRDOG PCP, LLC, a Florida limited liability company

By: DOUGLAS PROPERTY & DEVELOPMENT, INC., a Florida limited liability company, Manager

By:


Jeffrey R. Douglas, President

Address: 180 Brookhaven Ct., S, Palm Coast, FL 32164

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before by means of ☒ physical presence or ☐ online notarization this 27 day of August, 2023, by Jeffrey R. Douglas, President of Douglas Property & Development, Inc., a Florida corporation, Manager of BYRND OG PCP, LLC, a Florida limited liability company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.



Notary Public

Print Name: _____

My Commission expires: _____

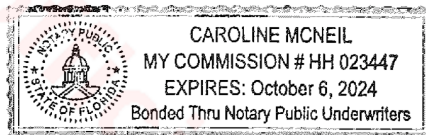


EXHIBIT "A"

