

**City of Palm Coast, Florida
Agenda Item**

Agenda Date: May 19, 2026

Agenda Item: G.3

Department COMMUNITY DEVELOPMENT Division PLANNING	Amount Org/Account #
Subject: RESOLUTION 2026-XX APPROVING A DRAINAGE EASEMENT FROM FLAGLER COUNTY SCHOOL DISTRICT	
Presenter: Virginia Smith, MMC,CP,ACP, Land Management Administrator, Carmelo Morales, Stormwater Engineer	
Attachments: 1. RESOLUTION 2. EASEMENT	
Background: Stormwater staff requested Flagler County School District (FCSD) provide a drainage easement to the City. The requested drainage easement is located within the Swim and Racquetball Facility near the Patric & Patricia Lane intersection. The main objective for the proposed easement entails the construction of a stormwater conveyance feature by & for City of Palm Coast Stormwater Department. The easement shall be large enough to accommodate a 10' wide swale to relieve existing drainage issues and access for construction and maintenance. This easement will aid in existing drainage issues in this area. On May 29, 2026, the Flagler County School Board will consider this easement for approval.	
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING A DRAINAGE EASEMENT FROM FLAGLER COUNTY SCHOOL DISTRICT	

**RESOLUTION 2026-
DRAINAGE EASEMENT
FLAGLER COUNTY SCHOOL DISTRICT**

**A RESOLUTION OF THE CITY OF PALM COAST,
FLORIDA, APPROVING THE TERMS AND
CONDITIONS OF THE DRAINAGE EASEMENT
FROM FLAGLER COUNTY SCHOOL DISTRICT;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; PROVIDING FOR IMPLEMENTATION
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Flagler County School District is willing to provide the City of Palm Coast a drainage easement located at the former Flagler County Schools Swim and Racquet Club, parcel ID #07-11-31-7025-ORPOP-0000 to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to accept a drainage easement from the Flagler County School District as referenced above.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF THE DRAINAGE EASEMENT. The City Council hereby approves the terms and conditions of the drainage easement from Flagler County School District, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

SECTION 4. 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 5. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 19th day of May 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Drainage easement

Prepared by and Return to:
City of Palm Coast
160 Lake Ave
Palm Coast, FL 32164

Parcel ID: 07-11-31-7025-ORPOP-0000

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the **THE SCHOOL DISTRICT OF FLAGLER COUNTY**, an agency of Florida State government, acting through its School Board, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 (“Grantor”) and the **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation (“Grantee”) whose address is 160 Lake Avenue, 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 an non-exclusive, perpetual, permanent easement and right-of-way for drainage purposes with full authority to enter upon, desiltrate, sump, excavate, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, detention, percolation or disposal areas or combination thereof, together with appurtenant drainage structures, over, under, upon and through that certain portion of the Property which is described on **Exhibit "B"** attached hereto (hereinafter referred to as the "Easement Area").

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, perpetual, permanent easement and right-of-way for drainage purposes with full authority to enter upon, desiltrate, sump, excavate, construct, and maintain, as the Grantee and its assigns may deem necessary, a drainage system consisting of pipes, detention, percolation or disposal areas or combination thereof, together with appurtenant drainage structures, over, under, upon and through the Easement Area.

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, the right of entry for purposes of construction, installation, operation, maintenance and repair of any utilities located within the Easement Area. The Grantee herein and its assigns shall have the right to clear, keep clear, and remove from said Easement Area all trees, undergrowth and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage facilities installed thereon by the Grantee and its assigns, and the Grantor, their successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement Area that may interfere with the location, excavation, operation or maintenance of the drainage structures installed thereon.

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. After any construction, repair, alteration, replacement or removal activities performed within the Easement Area by Grantee, Grantee shall, at its sole cost and expense, promptly restore the Easement Area and any adjacent or surrounding areas disturbed by such activities to a condition equal to or better than that which existed immediately prior to such activities, including restoration of grade, drainage, landscaping, and surface conditions. In the event Grantee fails to complete such restoration within a reasonable time, Grantor shall have the right, upon reasonable notice, to perform such restoration and recover its costs from Grantee.

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 "A" 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 Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

GRANTOR

(signature)

By:_____

(print)

Print name:

Address:_____

Title: School Board Chair

Address: 1769 E. Moody Blvd. Bldg. 2

Bunnell, FL 32110

(signature)

(print)

Address:_____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, 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:

GRANTEE

CITY OF PALM COAST, FLORIDA

(signature)

By: _____
Mike McGlothlin, City Manager

(print)

ATTEST:

Address: _____

Kaley Cook, City Clerk

Address: 160 Lake Avenue, Palm Coast, FL
32164

(signature)

(print)

Address: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2026, by Mike McGlothlin, 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

Reserved Parcel "P" of the subdivision plat of Pine Grove, Section 24, as recorded in Map Book 9, Page 16, of the Public Records of Flagler County, Florida.

EXHIBIT "B"
EASEMENT AREA

30 FOOT DRAINAGE EASEMENT

ALL THAT CERTAIN PIECE, PARCEL, AND TRACT OF LAND BEING A PART OF RESERVED PARCELS "N" AND "P" OF PINE GROVE SECTION 25 SITUATE IN THE CITY OF PALM COAST, COUNTY OF FLAGLER, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PATRIC DRIVE, SAID ROAD HAVING A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED, SAID POINT BEING AT THE COMMON CORNER OF LOT 27, BLOCK 61, OF PINE GROVE SECTION 25 SUBDIVISION AND RESERVED PARCEL "P", SAID POINT BEING A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 450.83 FEET AND SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG AFORESAID WESTERLY RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.10 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 01 DEGREES 17 MINUTES 36 SECONDS EAST A CHORD DISTANCE OF 30.10 FEET, SAID CURVE HAVING AN INTERIOR ANGLE OF 003 DEGREES 49 MINUTES 32 SECONDS TO A POINT; THENCE NORTH 86 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 158.53 FEET TO A POINT, THENCE NORTH 04 DEGREES 03 MINUTES 47 SECONDS EAST, A DISTANCE OF 26.41 FEET TO A POINT ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 295.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 388.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43 DEGREES 34 MINUTES 14 SECONDS WEST, AN ARC DISTANCE OF 361.33 FEET, AND SAID CURVE HAVING AN INTERIOR ANGLE OF 075 DEGREES 31 MINUTES 50 SECONDS, TO A POINT; THENCE NORTH 81 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 282.74 FEET TO A POINT; THENCE NORTH 87 DEGREES 47 MINUTES 16 SECONDS WEST, A DISTANCE OF 106.07 FEET TO A POINT; THENCE NORTH 87 DEGREES 36 MINUTES 26 SECONDS WEST 271.81 FEET TO A POINT IN THE BOTTOM OF A DITCH; THENCE NORTH 13 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 31.19 FEET TO A POINT IN THE BOTTOM OF SAID DITCH; THENCE SOUTH 87 DEGREES 36 MINUTES 26 SECONDS EAST A DISTANCE OF 280.31 FEET TO A POINT AT THE COMMON SOUTHERLY LINE OF LOT 16 AND LOT 17 OF BLOCK 61, PINE GROVE SECTION 25; THENCE SOUTH 87 DEGREES 47 MINUTES 16 SECONDS WEST, ALONG SAID SOUTHERLY LINE OF LOT 17, 107.69 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 61; THENCE SOUTH 81 DEGREES 23 MINUTES 54 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 284.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET; THENCE ALONG SAID SOUTHERLY LINE AND ALONG SAID CURVE AN ARC DISTANCE OF 429.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43 DEGREES 28 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 399.02 FEET, SAID CURVE HAVING AN INTERIOR ANGLE OF 75

