SUBJECT: Lease Agreement and Memorandum of Agreement between the Florida Department of Transportation (FDOT) and Flagler County for the Graham Swamp Trail and Pedestrian Bridge from South of SR 100 to the Lehigh Trail; FDOT Financial Project No. 438635-1-58-01.

DATE OF MEETING: May 4, 2020

OVERVIEW/SUMMARY: The subject Lease Agreement with Memorandum of Agreement between Flagler County and FDOT will facilitate the construction of the Graham Swamp Trail and Pedestrian Bridge over State Road 100 project by authorizing the construction of a portion of the trail across property owned by the FDOT.

This item could not be published with the agenda as the County Attorney’s Office and FDOT were still in the process of finalizing the language at the time of agenda publication. However, the documents are now finalized by FDOT and the Board’s approval is needed at this time in order to obtain the timely approval of the St. Johns River Water Management District for issuance of the required permit.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Faith Alkhatib, Public Works Director/County Engineer, 313-4045

RECOMMENDATION: Request the Board approve Lease Agreement with associated Memorandum of Agreement between the Florida Department of Transportation (FDOT) and Flagler County for the Graham Swamp Trail and Pedestrian Bridge from South of SR 100 to the Lehigh Trail authorizing the Chairman to execute the documents as approved to form by the County Attorney.

ATTACHMENTS:
1. Lease Agreement and associated Memorandum of Agreement between FDOT and Flagler County.
MEMORANDUM OF AGREEMENT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
(“DEPARTMENT”)
and
FLAGLER COUNTY
(“FLAGLER”)

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete the various projects included in the DEPARTMENT’S Work Program; and

WHEREAS, included in the DEPARTMENT’S Work Program is Project Financial Management Number 438635-1-58-01 (Flagler Graham Swamp Trail from South of SR 100 to the Lehigh Trail) located in Flagler County, Florida, hereinafter referred to as the “Project”; and

WHEREAS, the DEPARTMENT owns certain property that is necessary to be used for the Project that is encumbered by a Conservation Easement in favor of the St. John’s River Water Management District (“SJRWMD”); and

WHEREAS, subject to certain conditions, the DEPARTMENT supports FLAGLER’S intention to use a portion of the DEPARTMENT property to construct and to maintain the Project.

NOW THEREFORE, the parties agree as follows:

1. Prior to any construction of the Project described in Exhibit A hereto, taking place on the DEPARTMENT’S property, subject to the DEPARTMENT’S review and prior approval, FLAGLER will assure that the Conservation Easement is released or amended to the extent necessary to enter onto the property to construct and to maintain the Project by securing a permit modification from the USACOE and SJRWMD.

2. FLAGLER and the DEPARTMENT will enter into a public purpose lease agreement that allows for FLAGLER to construct and to maintain the Project. A form of the lease is attached hereto as Exhibit “B”.

3. FLAGLER will be responsible to secure all necessary permits for the Project, including but not limited to all environmental permits.

4. FLAGLER will be responsible to provide any and all mitigation necessary for the Project. Any mitigation necessary for the Project shall not be on the DEPARTMENT’S property, including any mitigation or conditions necessary for the Conservation Easement.

5. FLAGLER will provide a sketch of description for the Project to identify the specific portion of the DEPARTMENT’S property necessary for the Project. The DEPARTMENT will review
and approve the sketch of description. The sketch of description will be attached to the public purpose lease to describe the property that will be subject to the public purpose lease.

6. At all times during construction and upon completion of the Project, FLAGLER will be responsible for inspections and for the perpetual maintenance of the Project including the cost thereof.

7. FLAGLER shall require its Contractor to provide insurance as required by the construction contract specifications.

8. To the extent permitted by law, FLAGLER shall indemnify and hold the DEPARTMENT harmless from any liability associated with or arising out of FLAGLER’S use, construction, maintenance, and operation of the trail and facilities associated with the trail.

9. This Agreement shall be governed by the laws of the State of Florida. Any provision here found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

10. To the extent required by law, FLAGLER shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

   a.) All persons employed by the FEDERAL AGENCIES during the term of the Contract to perform employment duties within Florida; and
   b.) All persons, including, subcontractors, assigned by the FEDERAL AGENCIES to perform work pursuant to the contract with the DEPARTMENT.

11. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail) and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this Agreement. Unless otherwise notified in writing, notices shall be sent to the following:

   To Flagler County:
   Faith Alkhatib, P.E., MBA
   (falkhatib@flaglercounty.org)

   To the Florida Department of Transportation:
12. No modification of this Agreement shall be binding on the parties unless reduced to writing and signed by a duly authorized representative of the parties.

13. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney’s fees and costs.

14. The individual identified as the person to receive notice hereunder shall have the authority to act on behalf of and to bind FLAGLER and the DEPARTMENT, respectively, as to all determinations required to be made under the terms of this Agreement.

To Flagler County:
Jerry Cameron, County Administrator
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110

To the Florida Department of Transportation:
State of Florida, Department of Transportation Operations
719 South Woodland Boulevard
DeLand, Florida 32720

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

FLAGLER COUNTY

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: ____________________________  By: ____________________________
   Alan E. Hyman, P.E.
   Director of Transportation Operations

Date: ____________________________  Date: ____________________________

Department Legal Review:

Exhibit “A”
SCOPE OF SERVICES
FM#: 438635-1-58-01

This project includes the multi-use trail bridge over SR 100 and the sidewalk along SR 100 from Old Kings Road to the proposed bridge. The design and construction of an eight foot (8’) concrete sidewalk and a twelve foot (12’) wide asphalt paved trail with elevated boardwalks over wetlands. The trail runs generally between SR 100 and the Lehigh Trail within Graham Swamp.

The approximate Project Length is 2.41 miles.
THIS AGREEMENT, made this ___________ day of __________________, ____________, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and Flagler County (hereinafter called the Lessee).

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit “A”, attached and made a part hereof, for a term of ___________ years beginning ___________ and ending ___________. This Lease may be renewed for an additional ___________ years term at Lessee’s option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor ___________ days advanced written notice of its exercise of the renewal option.

   If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

   This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

   This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of constructing a pedestrian bridge and trail for a Public Purpose Use and maintaining the pedestrian bridge, trail and all new improvements, excluding drainage within SR 100 Right of Way. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

   Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy the property for any unlawful purpose and will, at Lessee’s sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

   Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee’s use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee’s sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of ___________ plus applicable tax, for each ___________ of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to ___________. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District FIVE ___________ of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee’s sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this
Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenantable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. (select applicable paragraph)

☐ Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

☐ Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than One hundred thousand ($100,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Two hundred thousand ($200,000.00) for property damage, or a combined coverage of not less than Three hundred thousand ($300,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be
canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee to be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.


a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon One-hundred, eighty (180) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:

Board Of County Commissioners Of Flagler County, Florida
David Sullivan, Chair
ATTES: Tom Bexley, Clerk of the Circuit Court & Comptroller
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Lessee (Company Name, if applicable)

By: District Secretary

BY: Print Name

Print Name

Attest: _________________________________

Title: _________________________________  Name/Title: _________________________________

Attest: _________________________________ (SEAL)  LEGAL REVIEW:

Print Name

Title: _________________________________  Print Name

District Counsel
ADDENDUM

This is an Addendum to that certain Lease Agreement between Flagler County and the State of Florida Department of Transportation dated the __________ day of ________________, ______________.

In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of said Agreement:

Paragraph 2 of the Lease is amended to delete the last sentence of paragraph 2 and is replace with the following sentence: "To the extent permitted by law, Lessee shall indemnify, defend, and hold harmless the Lessor from any claims, loss, damage, costs, charges, or expense arising out of such contamination."

Paragraph 3 of the Lease is amended to delete the third sentence of paragraph 3 and is replaced with the following sentence: "Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee’s sole cost and expenses within a reasonable time, not to exceed six months of the date of termination of this lease."

See EXHIBIT A - Pedestrian Bridge and Trail

See EXHIBIT B - MOA

See EXHIBIT C - Terms and Construction

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: ____________________________________________

Lessee (Company Name, if applicable)                 District Secretary

BY: ____________________________________________

______________________________________________

Print Name

Attest: _________________________________________

______________________________________________

Print Name

Title: __________________________________________

Name/Title: ____________________________________

Attest: _________________________________________ (SEAL)

LEGAL REVIEW:

______________________________________________

Print Name

District Counsel

Title: __________________________________________

Print Name
LEGAL DESCRIPTION

That part of State Road 100 a 200 feet wide Right of Way and part of Flagler County Bike Path a 24 feet wide Right of Way, lying in Section 39, Township 12 South, Range 31 East, Flagler County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Government Lot 1 of Section 10, Township 12 South, Range 31 East, Flagler County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 100, Section 73020-2515, Work Program Item Number 5112050; thence South 20°51'47" East along the common line of said Section 10 and 39, a distance of 2720.58 feet to an angle break in said Section line as shown on said map; thence South 20°38'53" East along said Section line, a distance of 116.89 feet to the intersection with the Baseline of Survey for State Road 100 at Station 323+54.87, said point lying on a non-tangent curve, concave Southerly, having a radius of 22918.31 feet, a chord bearing of South 88°27'32" West and a chord distance of 514.08 feet; thence departing said Section line, run the following two courses along said Baseline; run Westerly 514.09 feet along the arc of said curve, through a central angle of 01°17'07" to a point of tangency at Station 318+40.78, being a set 5/8" iron rod and cap stamped "GEODATA LB 6556"; thence South 87°48'59" West, a distance of 1660.78 feet to Station 301+80.00 and the POINT OF BEGINNING; thence departing said Baseline, run South 02°11'01" East, a distance of 100.18 feet to the intersection with the existing Southerly Right of Way Line of said State Road 100; thence South 87°48'37" West along said Southerly Right of Way Line, a distance of 540.00 feet; thence departing said Southerly Right of Way Line, run North 02°11'01" West, a distance of 200.00 feet to the intersection with the Existing Northerly Right of Way Line of said State Road 100; thence North 87°48'37" East along said Northerly Right of Way line, a distance of 540.00 feet; thence departing said Northerly Right of Way line, run South 02°11'01" East, a distance of 99.82 feet to the POINT OF BEGINNING.

CONTAINING 2.479 acres, more or less.
FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH OF DESCRIPTION - PARCEL 8002

STATE ROAD NO. 100

FLAGLER COUNTY

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LEGEND AND ABBREVIATIONS

CB = CHORD BEARING
CD = CHORD DISTANCE
Δ = DELTA (CENTRAL ANGLE)
FND = FOUND
IRC = IRON ROD & CAP
LT = LEFT
L = LENGTH
NO. = NUMBER
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
PRC = POINT OF REVERSE CURVE
PT = POINT OF TANGENCY
R = RADIUS
RT = RIGHT
STA = STATION
T = TANGENT LENGTH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11), EAST ZONE, WITH THE COMMON LINE OF SECTION 10, TOWNSHIP 12 SOUTH, RANGE 31 EAST AND SECTION 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 20°51'47" EAST.

3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.

4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

5. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE. PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivera, Professional Land Surveyor No. 4990

DATE

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH OF DESCRIPTION - PARCEL 8002
STATE ROAD NO. 100
FLAGLER COUNTY

BY DATE PREPARED BY: GEODATA CONSULTANTS, INC.
DRAWN PMM 03/23/20
CHECKED RJH 03/23/20
F.P. NO. N/A SECTION 73020-2515 SHEET 5 OF 5

DATE