

RETURN TO:  
City Clerk  
City of Bunnell  
604 E. Moody Blvd., Suite 3  
Bunnell, FL 32110

## SANITARY SEWER EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Abundant Life Ministries-Hope House, Inc**, a Florida Non-profit Corporation (hereinafter "**Grantor**"), and **CITY OF BUNNELL, FLORIDA**, a Florida municipal corporation (hereinafter "**Grantee**") (Grantor and Grantee may be collectively referred to as the "**Parties**").

**WHEREAS**, Grantor is the fee simple owner of certain real property consisting of approximately 7.5+/- acres located off of North Bay Street, in the City of Bunnell, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**"); and

**WHEREAS**, Grantor desires to establish and record a perpetual sanitary sewer easement over a portion of the Property to allow for lawful access and maintenance of a 15" gravity sanitary sewer line; and

**WHEREAS**, the Grantor is willing to grant Grantee a perpetual, non-exclusive sanitary sewer easement upon the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive sanitary sewer easement over, under, upon, and across a thirty (30) foot wide portion of the Property described in Exhibit "B" (the "**Easement Area**") for the purpose of allowing the City access for the installation, operation, maintenance, repair, and replacement of sanitary sewer lines.
2. **Use of Easement.** The Easement Area may be used by the City employees, including Third-party contracted employees, for the construction, installation, operation, maintenance, repair, and replacement of sanitary sewer lines, equipment, and associated infrastructure.
3. **Condition of Easement.** To ensure the proper maintenance access, the Grantor shall remove all thick vegetation from the Sanitary Sewer Easement prior to its acceptance by the Grantee. Vegetation within the Easement Area shall be limited to grass or very light underbrush that can be maintained using a standard lawnmower. The Grantor shall maintain the easement in this condition at all times to allow for utility access, maintenance, and repair as needed.

4. **Restoration**. Grantee shall ensure that any authorized individuals accessing the Easement Area restore the surface to a condition reasonably similar to its condition immediately prior to any work, to the extent practicable, with the exclusion of any replanting of trees that were removed.
5. **Interference**. Grantor shall not construct or permit the construction of any permanent structures within the Easement Area that would interfere with the use of the Easement Area by Grantee.
6. **Indemnification**. Grantor shall indemnify, defend, and hold harmless the Grantee and its agents, employees, and contractors from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the Grantor's use, misuse, or obstruction of the Easement Area.
7. **No Public Dedication**. Nothing in this Agreement shall be deemed or construed to constitute a dedication of any portion of the Property to the general public.
8. **Covenant of Title**. Grantor represents and warrants that they are the lawful owner of the Property and has full power and authority to grant this easement.
9. **Severability**. If any provision in this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
10. **Binding Effect**. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
11. **Governing Law**. This Agreement shall be governed by and construed in accordance with all applicable local, state, and federal laws.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**[SIGNATURE PAGES FOLLOW]**

WITNESSES:

Brian  
Witness 1

Brian Kelley  
Print Name

Arthur P. Letchre  
Witness 2

Arthur P. Letchre  
Print Name

Abundant Life Ministries-Hope House  
Inc.

[OWNER]

By: Sandra Shank

Name: Sandra Shank

Date: 5/19/2025

STATE OF FLORIDA

COUNTY OF Hogler

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of MAY, 2025, by SANDRA SHANK who is  personally known to me or who has produced \_\_\_\_\_ as identification.

Karen S. Smith  
(Signature of Notary Public – State of Florida)

Stamp:



**CITY COMMISSION, City of Bunnell, Florida**

ATTEST:

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

By: \_\_\_\_\_  
Catherine D. Robinson, Mayor

Seal:

APPROVED FOR FORM AND CONTENT BY:

\_\_\_\_\_  
Vose Law Firm, City Attorney

**Exhibit "A"**

Legal Description of Subject Property

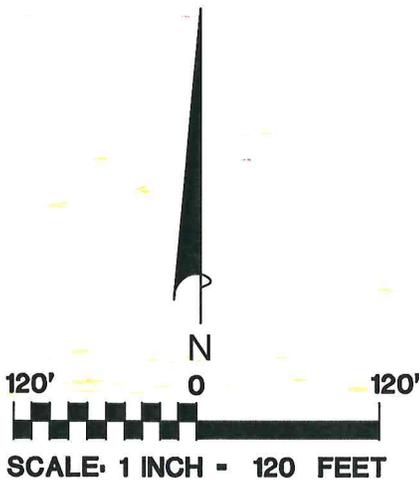
ALL OF BLOCK 249, EXCEPT LOT 1 IN SECTION 15, TOWN OF BUNNELL, AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALL LOTS IN BLOCK 268 AND 269, PLAT OF BUNNELL, AS RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

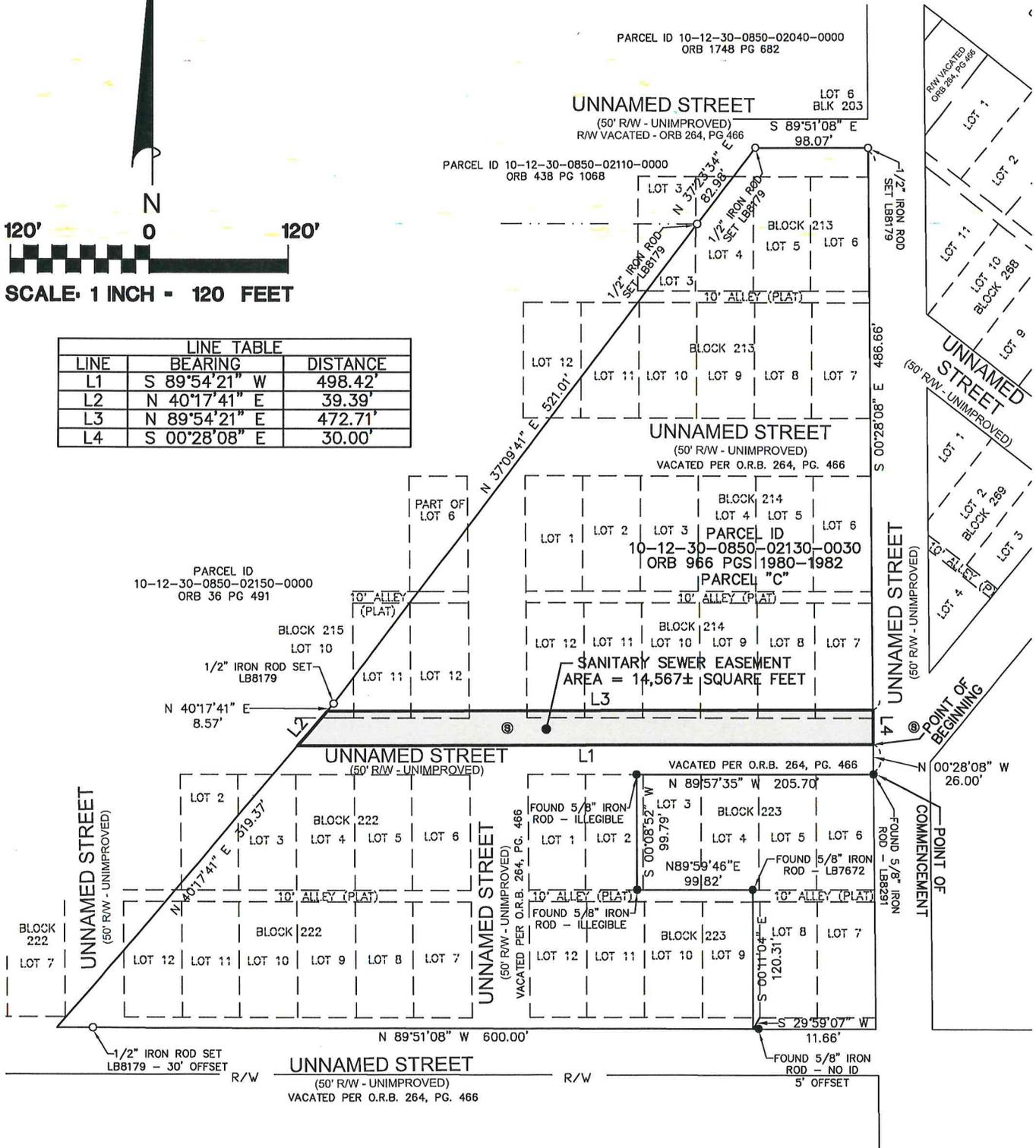
**Exhibit "B"**

Sanitary Sewer Easement Sketch and Legal Description

**SKETCH AND DESCRIPTION**  
(NOT A BOUNDARY SURVEY)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°54'21" W	498.42'
L2	N 40°17'41" E	39.39'
L3	N 89°54'21" E	472.71'
L4	S 00°28'08" E	30.00'



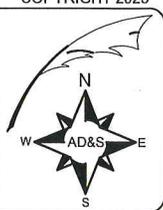
THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.  
SEE SHEET 2 OF 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE.

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DATE:	03-22-2025
AD&S NO.	2021-BTT-007
DRAWN	JEX
CHECKED	JJW

PREPARED FOR:  
**ABUNDANT LIFE MINISTRIES - HOPE HOUSE, INC.**  
P.O. BOX 354925  
PALM COAST, FLORIDA 32135

**ATLANTIC DRAFTING & SURVEYING, INC.**  
1362 N. US HWY 1, SUITE 304  
ORMOND BEACH, FLORIDA 32174  
PHONE: 386-264-8490 - LB#8179



**SKETCH AND DESCRIPTION**  
(NOT A BOUNDARY SURVEY)

**EASEMENT DESCRIPTION:**

DESCRIPTION OF A 30' SANITARY SEWER EASEMENT RUNNING THROUGH A PART THE "PLAT OF BUNNELL" AS RECORDED IN MAP BOOK 1 PAGE 2 OF THE FLAGLER COUNTY, FLORIDA PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 223 AS SHOWN ON THE "PLAT OF BUNNELL" AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA IN MAP BOOK 1 PAGE 2; THENCE RUNNING N 00°28'08 E 26.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUNNING THROUGH SAID "PLAT OF BUNNELL" SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES, 1) S 89°54'21" W 498.42 FEET, 2) N 40°17'41" E 39.39 FEET, 3) N 89°54'21" E 472.71 FEET, 4) S 00°28'08" E 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,567 SQUARE FEET OF LAND MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THIS IS A SKETCH AND DESCRIPTION AND NOT A BOUNDARY SURVEY.
2. THE BASIS OF BEARINGS FOR THIS SKETCH AND DESCRIPTION ARE AS SHOWN ALONG THE PERIMETER OF THE EASEMENT SHOWN HEREON AND ARE BASED ON THE FLORIDA STATE PLANE EAST ZONE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983(2011).
3. THERE MAY BE ADDITIONAL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER MATTERS NOT SHOWN ON THIS SKETCH AND DESCRIPTION WHICH MAY BE FOUND IN THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA.
4. THIS SKETCH AND DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT.
5. THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

**ABBREVIATIONS**

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	CL = CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT SEC=SECTION
CB=CHORD BEARING	RNG=RANGE
PC=POINT OF CURVE	TWP=TOWNSHIP
PT=POINT OF TANGENCY	I.D=IDENTIFICATION
PI=POINT OF INTERSECTION	(D)=DEED
MB=MAP BOOK	(P)=PLAT
PB=PLAT BOOK	(F)=FIELD MEASURED
PG=PAGE	(NR)=NON-RADIAL
ORB=OFFICIAL RECORD BOOK SF=SQUARE FEET	(RAD)=RADIAL
AC=ACRES	

Joseph Jay Wooldridge  
Digitally signed by Joseph Jay Wooldridge  
Date: 2025.03.26 12:41:56 -04'00'



SIGNED: \_\_\_\_\_  
JOSEPH JAY WOOLDRIDGE, PSM  
FLORIDA #LS6994

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DATE:	03-22-2025
AD&S NO.	2021-BTT-007
DRAWN	JEX
CHECKED	JJW

SHEET 2 OF 2

PREPARED FOR:  
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