

# City of South Daytona

## Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386/322-3014



### MEMORANDUM

To: James L. Gillis Jr., City Manager

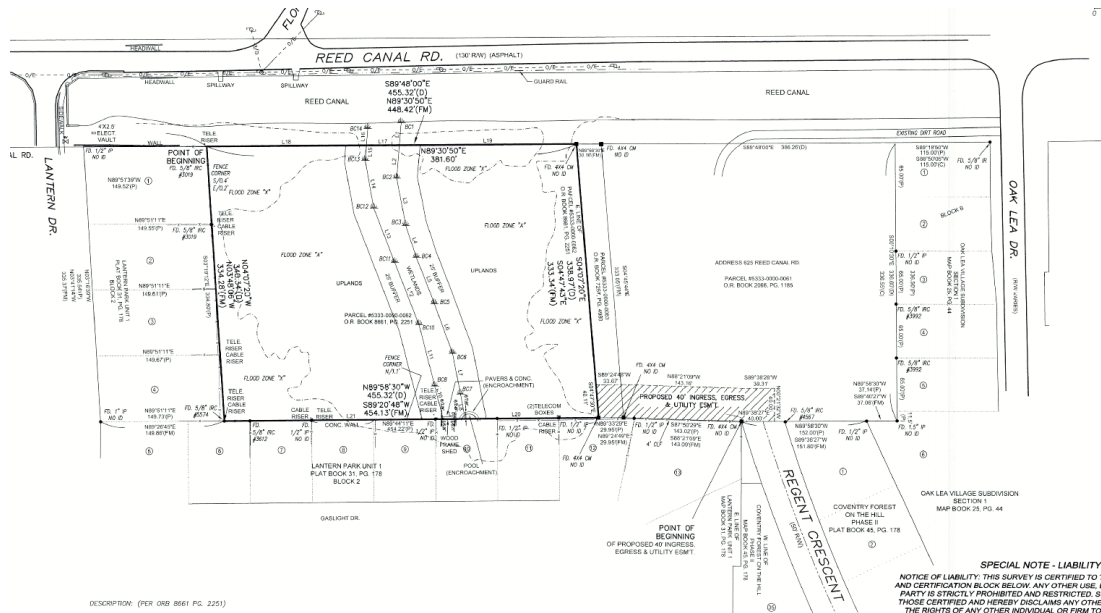
From: Becky Witte, Deputy City Clerk

Re: Consideration of approving an Ingress, Egress, and Utility Easement for Parcel Number 5333-00-00-0062 to allow access for a single-family home to be built adjacent to the Coventry Forest subdivision.

Date: January 26, 2026

The property owner of Parcel Number 5333-00-00-0062, located within the Lantern Park area, has requested approval of an ingress, egress, and utility easement to provide lawful access to the parcel for one single family home. The property will be accessed from Regent Crescent, through 625 Reed Canal Road and then across the adjacent City-owned parcel (Parcel Number 5333-00-00-0063).

City staff and the City Attorney have reviewed the proposed easement and incorporated additional language to ensure the easement's use remains limited to a single driveway leading to one single-family home. This will ensure that the property proposed for the single-family home does not change to multi-family or subdivided in the future. The added provision clarifies that *"any and all use of the easement shall be consistent with normal utilization of an ingress, egress, and utility easement to and from the property owner's private residence, and the easement shall serve no more than one single-family residence."*



Staff recommends approval of the Ingress, Egress, and Utility Easement for the subject parcel.

Return to and prepared by:  
JAMES C. PETERSON, ESQUIRE  
2650 N. Dixie Frwy – 2<sup>nd</sup> Floor  
New Smyrna Beach, FL 32168  
File #25-481

## **INGRESS, EGRESS & UTILITY EASEMENT AGREEMENT**

This Ingress, Egress and Utility Easement Agreement (the “Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, 2025, is by and between **JURIS BERGS, a married person**, and his successors and assigns, as the record, fee simple owner of Parcel 1, as described herein (“OWNER 1”), **THE CITY OF SOUTH DAYTONA, a municipal corporation**, as the record, fee simple owner of Parcel 2, as described herein (“OWNER 2”) and **PANTANA FRANKLIN, the unmarried widow of JOHN PANTANA, deceased**, and her successors and assigns as the record fee simple owner of Parcel 3, as described herein (“OWNER 3”). OWNER 1, OWNER 2 and OWNER 3 may be referred to herein collectively as the “Parties”.

### **RECITALS**

WHEREAS, OWNER 1 is the record, fee simple owner of that certain parcel of land located in the South Daytona, County of Volusia, State of Florida, more particularly described in **Exhibit A** hereto (the “Parcel 1”); and

WHEREAS, OWNER 2 is the record, fee simple owner of that certain parcel of land which abuts Parcel 1 to the East, located in the South Daytona, County of Volusia, State of Florida, more particularly described in **Exhibit A** hereto (the “Parcel 2”); and

WHEREAS, OWNER 3 is the record, fee simple owner of that certain parcel of land which abuts Parcel 2 to the East, located in the South Daytona, County of Volusia, State of Florida, more particularly described in **Exhibit A** hereto (the “Parcel 3”); and

WHEREAS, The Parties desire to provide for nonexclusive easements on, over and across portions of both Parcel 2 and Parcel 3, for the purpose of egress, ingress and utility easement.

### **AGREEMENTS**

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, OWNER 1, OWNER 2 and OWNER 3 agree as follows:

1. **Grant of Easements.**

a. OWNER 2 and OWNER 3 hereby grants to OWNER 1, its tenants and subtenants and each of their respective agents, employees, representatives, guest, invites, and successors and assigns the perpetual and nonexclusive Access Easement for egress, ingress and utility easement over the portion of Parcel 2 and 3 described and depicted in the Access Easement, attached hereto as Exhibit B, subject to the terms and conditions contained here (“Access Easement 1”).

2. Maintenance of Easement.

OWNER 1, its successors and assigns, shall be solely responsible for the repair, upkeep, and maintenance of the Easement Area, including but not limited to keeping the Easement Area in good condition, safe, and free from obstruction. OWNER 2 and OWNER 3 shall have no duty or obligation to maintain, repair, or contribute to the cost of maintenance or repair of the Easement Area. No fences, gates or other obstructions shall be placed in, on or near the Easement Area, so long as such usage does not interfere with the rights of Owner 1 conferred herein.

3. Usage of Easement.

Any and all use of the Easement shall be consistent with normal utilization of ingress, egress and utility easement to and from OWNER 1's private residence. For the avoidance of doubt, the Easement shall serve no more than one single-family residence.

4. Exclusive Easement.

This Easement granted herein is exclusive to OWNER 1, together with OWNER 1's family members, guests, tenants, invitees, licensees, and successors and assigns. No other person or entity shall have any right to use or occupy the Easement Area without the express written consent of OWNER 1. Anything to the contrary notwithstanding, nothing herein shall limit, restrict or otherwise take away, Owner 3's ownership and usage of the Easement Area, and no written consent of Owner 1 is needed for Owner 3's use of the Easement Area.

5. Indemnification. OWNER 1 shall indemnify and hold harmless OWNER 2 and OWNER 3, and their respective officers, employees, agents, and tenants, , from any and all actions, causes of actions, suits, demands and claims resulting from any damage, injury, loss, expense, fee or cost arising out of or in connection with OWNER 1's use, construction, maintenance, repair and replacement of the egress, ingress and utility easement by OWNER 1 or its agents, employees, representatives, guest, invites, and successors and assigns, unless such damage, injuries, losses, expenses, fees and costs were caused by the negligent, reckless, willful or wanton conduct of the party to be indemnified.

6. Binding Effect. The rights, duties and obligations of the Parties to this Agreement are binding upon their respective heirs, executors, administrators, successors and assigns, including the successors owners of the parcels described in Exhibits "A" and "B" attached hereto.

7. Other Provisions. The following further provisions govern the parties' rights, duties and obligations under this Agreement:

(a) Effect of Breach. The terms and provisions of this Agreement will not terminate, and are not terminable, in the event of a default by either party or its successors or assigns. In addition to other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, each of the parties hereto shall be entitled to enjoin any breach of threatened breach by any other party hereto of any covenant, agreement, term, provision, or condition hereof.

(b) Term of Agreement. This Agreement shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by the Easement.

(c) No Oral Modification. No part of this Agreement may be modified without the prior written consent of each OWNER benefitted by this Ingress, Egress and Utilities Agreement.

(d) Attorney's Fees and Costs. In the event of litigation related to this Agreement, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees, in addition to all other expenses incurred by such litigation.

(e) Entire Agreement. This Agreement sets forth the entire agreement between OWNER 1, OWNER 2 and OWNER 3 concerning the subject matter hereof; provided, however, that OWNER 2, the City of South Daytona, shall not be deemed to have waived, impaired, or contracted away any of its land development regulation authority or police powers by entering into this Agreement.

(f) Severability. The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of any part of this Agreement. If any provision or part of this Agreement is so broad as to be unenforceable, such provision shall be interpreted only so broadly as is enforceable, or, if such provision or part cannot be interpreted to be enforceable at all, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby.

(g) No Presumption. Should any provision of this Agreement require additional interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who himself or through his agent prepared the same, it being understood and agreed that both parties have participated in the preparation of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year first written above.

Signed in the presence of:

**OWNER 1:**

BY: \_\_\_\_\_  
***JURIS BERGS***

\_\_\_\_\_  
\_\_\_\_\_  
2650 N. Dixie Frwy – 2nd Floor  
New Smyrna Beach, FL 32168  
(Witness - print name and address)

\_\_\_\_\_  
\_\_\_\_\_  
2650 N. Dixie Frwy – 2nd Floor  
New Smyrna Beach, FL 32168  
(Witness - print name and address)

**STATE OF FLORIDA**

**COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by ***JURIS BERGS***, who ☐ is personally known or ☐ has produced driver's licenses as identification.

\_\_\_\_\_  
NOTARY PUBLIC or DEPUTY CLERK

\_\_\_\_\_  
{Print, type or stamp commissioned name of  
Notary or Clerk.}

**OWNER 2:**

BY: \_\_\_\_\_

William C. Hall, Mayor  
South Daytona, Florida

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Witness - print name and address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Witness - print name and address)

**STATE OF FLORIDA**

**COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by William C. Hall, as Mayor \_\_\_\_\_ for the City of South Daytona, who ☐ are personally known or ☐ have produced driver's licenses as identification.

\_\_\_\_\_  
NOTARY PUBLIC or DEPUTY CLERK

\_\_\_\_\_  
{Print, type or stamp commissioned name of  
Notary or Clerk.}

**OWNER 3:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Witness - print name and address)

BY: \_\_\_\_\_  
***PANTANA FRANKLIN***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Witness - print name and address)

BY: \_\_\_\_\_  
\_\_\_\_\_, her  
attorney-in-fact/Power of Attorney

**STATE OF FLORIDA**

**COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as attorney-in-fact/Power of Attorney for Pantana Franklin, who ☐ is personally known or ☐ has produced driver's licenses as identification.

\_\_\_\_\_  
NOTARY PUBLIC or DEPUTY CLERK

\_\_\_\_\_  
{Print, type or stamp commissioned name of  
Notary or Clerk.}

## **EXHIBIT A**

### *Legal Description of Parcel 1, Parcel 2 and Parcel 3*

#### **Parcel 1:**

That part of Lots 3, 4, and 5, Section 33, Township 15 South, Range 33 East, Volusia County, Florida being more particularly described as follows:

From a reference point, being the intersection of the Westerly line of the Easterly 1/2 of Lots 1 and 2, Block 4, Dunlawton, as recorded in Deed Book M, Page 187, Public Records of Volusia County, Florida, with the Southerly line of the 130 feet right of way of Reed Canal Road as the same is now occupied and established; run thence South 89 degrees 48 minutes East along said Southerly right of way line a distance of 910 feet to a point therein, being the Point of Beginning; thence continue South 89 degrees 48 minutes East along said Southerly right of way line 455.32 feet to a point therein; thence South 4 degrees 07 minutes 20 seconds East 338.97 feet to a point; thence North 89 degrees 58 minutes 30 seconds West 455.32 feet to a point, thence North 4 degrees 07 minutes 20 seconds West 340.34 feet to the Point of Beginning.

#### **Parcel 2:**

33 15 33 W 30 FT OF E 856.23 FT OF GOVT LOT 3 & OF N 300 FT OF GOVT LOT 5 MEAS ON  
& 'BEING S OF REED CANAL RD PER OR 1785 PG 1132

#### **Parcel 3:**

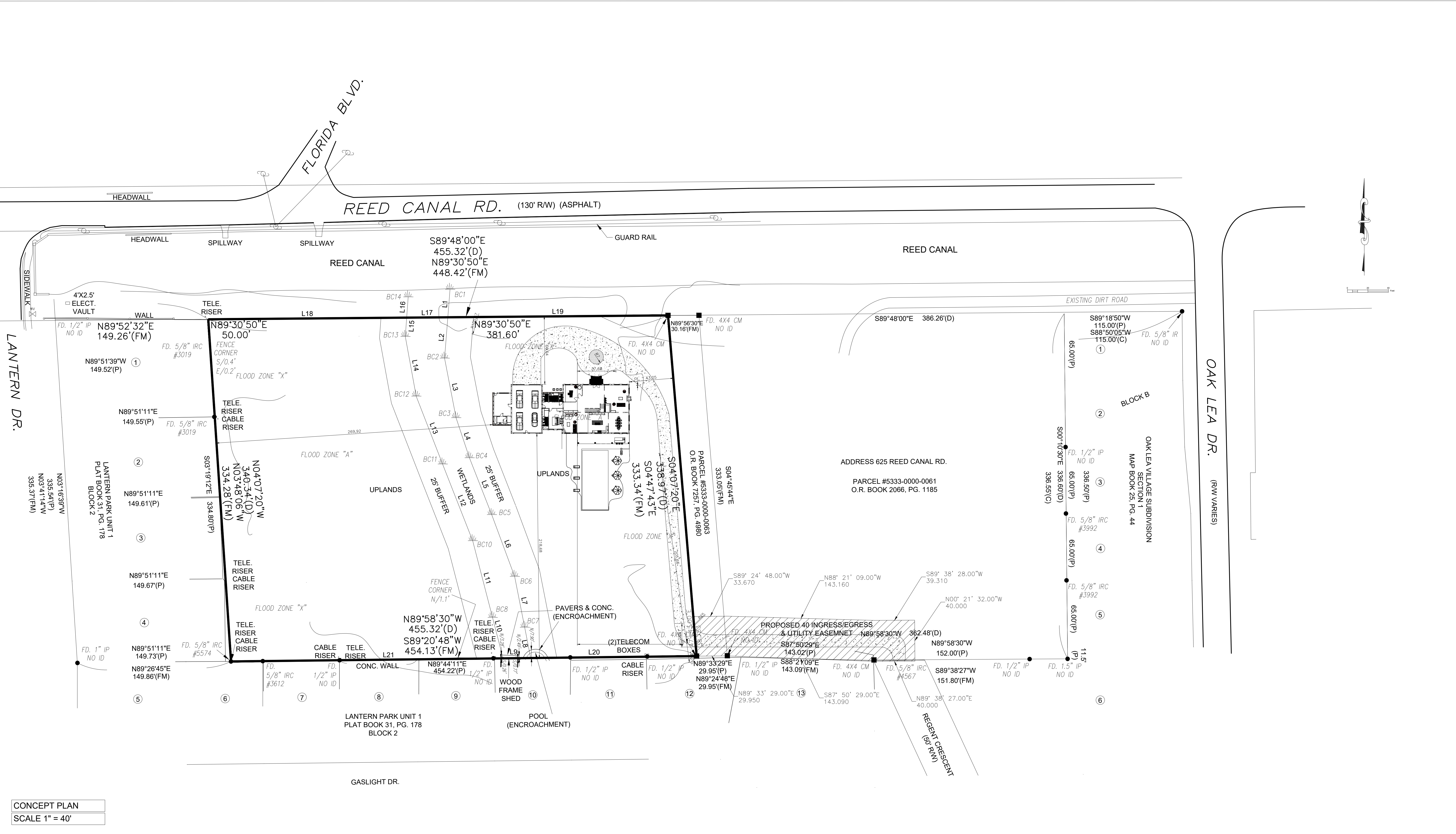
33-15-33 A PORTION OF GOV LOTS 3 & 5 LYING W OF & ADJ TO OAK LEA VILLAGE  
SEC 1 BEING 386.26 FT ON N/L AS MEAS ALONG S/L OF REED CANAL & BEING 362.48  
FT ON S/L OF N 336.5 FT ON E/L AS MEAS ALONG W/L OF OAK LEA VILLAGE SEC 1  
EXC W 30 FT PER OR 1155 PG 0629 PER OR 2066 PG 1185 PER OR 7001 PG 2672




## **EXHIBIT B**

### *Legal Description of Proposed 40' Ingress, Egress & Utility Easement*

Begin at the Northeast corner of Lot 13, Block 2, Lantern Park, Unit 1, Plat Book 31, Page 178, Public Records of Volusia County, Florida, also being the Northwest corner of Coventry Forest on the Hill, Phase II, Plat Book 45, Page 178, Public Records of Volusia County, Florida; thence North 89 degrees 38 minutes 27 seconds East, a distance of 40.00 feet; thence North 00 degrees 21 minutes 32 seconds West, a distance of 40.00 feet; thence South 89 degrees 38 minutes 28 seconds West, a distance of 39.31 feet; thence North 88 degrees 21 minutes 09 seconds West, a distance of 143.15 feet; thence South 89 degrees 24 minutes 48 seconds West, a distance of 33.67 feet to the East line of those lands described in Official Records Book 8661, Page 2251; thence South 04 degrees 47 minutes 30 seconds East, along said East line, a distance of 40.11 feet to a point on the North line of Lot 12 of said Block 2, Lantern Park, Unit 1; thence North 89 degrees 24 minutes 49 seconds East, along said North line, a distance of 29.95 feet; thence South 88 degrees 21 minutes 09 seconds East, along the North line of Lot 13 of said Block 2, Lantern Park, Unit 1, a distance of 143.09 feet to the Point of Beginning and to close.



CONCEPT PLAN  
SCALE 1" = 40'

CIVIL ENGINEER		DESIGN		Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Florida	License No. <u>ABC</u>	Expiration Date <u>MM/DD/2026</u>	PROPRIETARY STATEMENT  THE INCLUDED DESIGN, DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF SAFE ENGINEERING SOLUTIONS. INSTALLATION CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS AND CONDITIONS AT JOB SITE, AS WELL AS BUILDING RULES, CODES AND REGULATIONS PRIOR TO CONSTRUCTION. ALL CLEARANCES AND DIMENSIONS SHOULD BE CHECKED WITH THE ENGINEER PRIOR TO FABRICATION OF SAID WORK. INSTALLATION CONTRACTOR IS RESPONSIBLE FOR CORRECTING THE SAME AT HIS OWN EXPENSE. INSTALLATION CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL NOTES. USE OF THESE DESIGNS/DRAWINGS FOR ANY OTHER PRUPOSE IS UNAUTHORIZED	APPLICANT/DEVELOPER  ARTHUR BERG	ISSUED ON <u>24/11/2025</u>		SITE DEVELOPMENT CONCEPT PLAN Reed Canal Rd. #3, Daytona Beach, FL 32119  SCALE: AS SHOWN		
	Landscape Architect	Date	Checked By:						REVISIONS				
	Architect	Date	Checked By:						Rev. No.	Date		Description	
	Engineer	Date	Checked By:										
	S.S.	24/11/2025	S.S.										
	Drawn by	Date	Checked By:										
	A.S.	24/11/2025	A.S.										

FR = FOR REVIEW , FA = FOR APPROVAL , FC = FOR CONSTRUCTION , AB = AS BUILT