

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A MODIFICATION OF EASEMENT AGREEMENT AND SPECIAL WARRANTY DEED FOR A LIFT STATION SITE IN CONNECTION WITH THE ST. JOHNS SERVICE COMPANY UTILITY ACQUISITION IN 2006 AND AUTHORIZING THE BOARD CHAIR TO EXECUTE THE MODIFICATION OF EASEMENT AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, St. Johns Service Company (“SJSC”) and the County entered into an Easement Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, in connection with the County’s acquisition of SJSC’s utility system; and

**WHEREAS**, Section 2 of the Easement Agreement states that in the event such utility facilities are not relocated within two (2) years of the execution of the Easement Agreement, SJSC shall provide a special warranty deed conveying to the County the existing pump station site in addition to specific utility easements for such existing facilities; and

**WHEREAS**, in compliance with the terms of the Easement Agreement, St. Johns Service Company has presented to the County a Special Warranty Deed and Modification of Easement Agreement, attached hereto as Exhibit “B” and “C”, incorporated by reference and made a part hereof, for acceptance by the County; and

**WHEREAS**, to the extent that there are scrivener, typographical, or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissions of St. Johns County, Florida as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. Upon acceptance of this Resolution by the Board of County Commissioners, the Special Warranty Deed and Modification of Easement Agreement are hereby accepted and the Board Chair is hereby authorized to execute the Modification of Easement Agreement on behalf of the County.

Section 3. The Clerk of Circuit Court is instructed to record the original Special Warranty Deed and Modification of Easement Agreement in the Public Records of St. Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, this 2nd day of March, 2010.

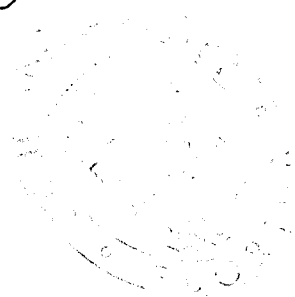
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: Ron Sanchez  
Ron Sanchez, Chair

**Attest:** Cheryl Strickland, Clerk of Court

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 3/4/10



This instrument prepared by:  
Christopher B. Roe  
Bryant Miller Olive  
101 North Monroe St., Suite 900  
Tallahassee, Florida 32301

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** executed and given as of the 23<sup>rd</sup> day of February 2006 by and between St. Johns Service Company, a Florida corporation ("SJSC"), whose address is 135 Professional Drive, Suite 401, Ponte Vedra Beach, Florida 32082 and St. Johns County, Florida, a political subdivision of the State of Florida (the "County"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

**WITNESSETH**

**WHEREAS**, this Easement Agreement is given on even date as a part of the closing and transfer provided for in that certain Agreement to Purchase Water and Wastewater Assets dated August 29, 2005, and amendment thereto dated February 13, 2006 (the "Purchase Agreement") and is additional consideration exchanged between the parties therefore in order to close under the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10 and other good and valuable consideration exchanged between the parties, the parties to this Easement Agreement do undertake, promise and agree for themselves, their successors and assigns as follows:

**SECTION 1. EASEMENTS.**

(A) SJSC does hereby grant unto County non-exclusive easements and rights for the purpose of ingress and egress to traverse over, upon, across and under the real property described in Exhibit A attached hereto (the "Easement Area") and for the purposes of continued use of existing wastewater utility facilities in order to install, construct, operate, maintain, repair, remove, relocate, replace, reinstall and reconstruct pipes and mains constituting underground wastewater facilities and all other equipment and appurtenances thereon as may be necessary or convenient for the

**NOTE: PURSUANT TO CHAPTER 201.01, FLORIDA STATUTES, DOCUMENTARY STAMPS FOR THIS TRANSACTION WERE COLLECTED AND PAID IN OFFICIAL RECORDS BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.**

*NOTE: This instrument has been executed in connection with St. Johns County's acquisition of St. Johns Service Company's utility system, and certain documents referenced herein have been filed with the Clerk of the Board of County Commissioners of St. Johns County with the minutes of a special meeting of representatives of said Board held on February 22, 2006, relating to the financing of such acquisition.*

operation of such underground utility facilities (hereinafter referred to as "Utility Lines and Associated Equipment"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted.

(B) Provided, however, that the foregoing grant shall be subject to the following in all respects:

(1) SJSC reserves the right and privilege to develop, use and occupy and grant to others the right to use and occupy (a) the surface and airspace over the Easement Area for any purpose which is not inconsistent and does not interfere with the rights herein granted to the County; and (b) the subsurface of the Easement Area for other utility services or other purposes, including without limitation, the right to develop, install, construct, operate, maintain, repair, relocate, replace and remove any other utility facilities of any nature, drainage facilities, foundations, footings, and or anchors or foundations for service improvements, roadways, parking facilities, or any other improvements, but only to the extent the same do not interfere with the rights herein granted to the County.

(2) All Utility Lines and Associated Equipment shall be installed, operated and maintained at all times beneath the surface of the Easement Area provided that same may be temporarily exposed or moved to the surface when necessary or desirable for the purpose of repairing or replacing same. Provided, however, that associated equipment that if customarily installed above ground, and cannot otherwise be installed above ground on adjacent parcels or easements owned, controlled or otherwise available to the County, may be installed above ground subject to the right of SJSC, consistent with good engineering practices, to first approve the location of such above-ground installation, with such approval not being unreasonably withheld.

(3) The easement granted herein is intentionally granted over the entirety of the lands owned or retained by SJSC composing the Easement Area for convenience of the parties and shall not be unduly expanded in scope or use by the County beyond the present use and location of the Utility Lines and Associated Equipment (including any above-ground facilities such as pump stations or fencing) and the Utility Lines and Associated Equipment or any service road or access-way may be relocated at any time upon SJSC's request and the County's approval provided that SJSC bears the cost of relocating such utility facilities or any service road or access-way located within the Easement Area. At SJSC's request or upon relocation of such utility facilities or any service road or access-way at SJSC's expense, the County and SJSC shall execute and deliver an instrument in recordable form relocating the easement hereby granted to a new Easement Area designated by SJSC and approved by the parties in a form

approved by both the County and SJSC covering only so much of SJSC's lands as are reasonably necessary to operate, maintain, repair and replace the subject utility facilities or any service road or access-way. Approval by the parties of any relocation requests and execution of any necessary instruments concerning a new Easement Area shall be promptly considered, shall not be unreasonably withheld, and shall be based upon sound engineering practices. The parties covenant to use sound engineering practices in any relocation exercise and whenever reasonably possible or practicable, the County shall cooperate with SJSC in the relocation of utility facilities and any access over the Easement Area so as to maximize the value and use of the interests in the land retained or owned by SJSC; provided, however, that neither party shall be required to expend resources beyond the normal course of its business or beyond the skills of its staff or employees in any relocation exercise initiated by the other party and not also reasonably benefiting both parties.

(4) The County shall not enlarge or expand the current exercise or use of the Easement Area as of the date hereof in a manner which will unreasonably interfere or diminish the use of SJSC's lands or improvement for residential, recreational or non-residential improvements which may be developed thereon.

(5) In the event it is determined that the County has alternative legal access solely for ingress and egress purposes (and not for utility purposes), or the County obtains in the future such access, over lands other than those owned by SJSC and subject to this Easement Agreement, and such access is functionally equivalent to the access provided under this Easement Agreement, the County will, at the request of SJSC, terminate and disclaim any right of ingress or egress over any service road or access-way traversing the lands retained or owned by SJSC that can be replaced with such alternative access.

(6) After any installation, construction, repair, or replacement of any utility lines, equipment or facilities as to which easement rights are granted to the County, the County at its sole cost and expense shall repair, replace or restore the earth and or fill, landscaping and planting and surface improvements, including without limitation, the paving or other hard surfaces existing prior to such installation, construction, repair or replacement. SJSC shall not erect or construct any permanent building over or upon any Utility Lines and Associated Equipment. Except in the case of emergency, the County shall not relocate or substantially alter the existing Utility Lines or Associated Equipment within the Easement Area without providing thirty (30) days in advance notice to SJSC.

(7) All plant, pump station, or above-ground facilities whether located within the Easement Area or adjacent to the Easement Area, will require reasonable buffering

using vegetative and other buffering to minimize or otherwise reasonably disguise the presence of the County facilities or operations.

(8) After any installation, construction, repair, replacement, removal or similar activity relating to any utility lines, equipment or facilities as to which easement rights are granted herein, the County shall repair, replace, and restore the lands within the Easement Area to the conditions required herein at the County's sole cost and expense; unless SJSC violates its covenant in paragraph (6) hereof. Further, upon grant hereof, the County shall operate, maintain and repair any utility facilities and any existing service road or access-way at its sole expense without contribution by SJSC (except SJSC shall repair any damage caused by SJSC or its employees, agents, or contractors); and upon any relocation of utility facilities or roadway at the expense of SJSC, the County shall also have the obligation to thereafter maintain, repair and replace same.

(C) This Easement Agreement and the provisions hereof shall inure to the benefit of and be binding upon the parties and their successors and assigns.

(D) For the purposes of the terms and conditions of this Easement Agreement, SJSC shall mean the owner from time to time of the Easement Area or any part thereof.

**SECTION 2. RELOCATION OF UTILITY FACILITIES ON FORMER DELEON SHORES WASTEWATER TREATMENT PLANT PARCEL.** Upon relocation by SJSC of the utility facilities as provided herein on that part of the Easement Area commonly referred to as the former DeLeon Shores Wastewater Treatment Plant parcel described in Exhibit A hereof, SJSC, at the request of the County, shall execute and deliver a special warranty deed conveying to the County the relocated pump station site (not more in size than the existing sixty (60) feet by eighty (80) feet pump station site, but the minimum size required using sound engineering practices to relocate same) and grant the County utility easements for the relocated utility facilities for all reasonably associated wastewater related utility purposes. In the event such utility facilities are not relocated within two (2) years of execution hereof, SJSC, at the request of the County, shall provide a special warranty deed conveying to the County the existing pump station site in addition to specific utility easements for such existing utility facilities.

**SECTION 3. FAILURE OF PERFORMANCE.**

(A) A breach of this Easement Agreement shall mean a material failure to comply with any of the provisions of this Easement Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured.

(B) Unless otherwise provided herein, the parties to this Easement Agreement may proceed at law or in equity to enforce their rights under this Easement Agreement.

(C) No breach of this Easement Agreement shall entitle any party to terminate this Easement Agreement.

**SECTION 4. APPLICABLE LAW AND VENUE.**

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) Unless otherwise required by law or otherwise agreed to by all parties hereto, venue for any action or proceeding to construe or enforce the provisions of this Easement Agreement shall be in the Circuit Court in and for St. Johns County, Florida.

**SECTION 5. TIME IS OF THE ESSENCE.** Time is of the essence in this Easement Agreement. The time periods specified in this Easement Agreement shall expire at midnight on the date stated unless the parties agree in writing to a different date or time. Any time period provided for herein which ends on a Saturday, Sunday or legal holiday shall extend to 5 P.M. on the next business day.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the County and SJSC have caused this Easement Agreement to be executed in its name on the date set forth in the acknowledgement below, but to be effective and deemed delivered for all purposes as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

(SEAL)

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST:

Cheryl Strickland, Clerk of the  
Circuit Court and Ex-Officio Clerk  
of the Board of County Commissioners  
of St. Johns County, Florida

By: Cheryl Strickland  
Clerk

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me on February 21, 2006 by James E. Bryant, as Chairman of St. Johns County Board of County Commissioners, on behalf of said Board. He is personally known to me or has produced a Florida driver's license as identification.



NANETTE BRADBURY  
Notary Public-State of Florida  
My Commission #DD 272322  
Expires December 3, 2007

Nanette Bradbury  
Print Name: Nanette Bradbury  
NOTARY PUBLIC  
State of Florida  
Commission # DD272322  
My Commission Expires: 12/3/2007

IN WITNESS WHEREOF, the County and SJSC have caused this Easement Agreement to be executed in its name on the date set forth in the acknowledgement below, but to be effective and deemed delivered for all purposes as of the day and year first above written.

ST. JOHNS SERVICE COMPANY,  
a Florida Corporation

Signed, sealed and delivered  
In our presence:

[Signature]  
Witness #1

By: [Signature]  
G.W. Whitmire, Jr., President

George S Brookshire  
(Witness #1 printed name)

[Signature]  
Witness #2

Christina B. Re  
(Witness #2 printed name)

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me on February 21, 2006 by G.W. Whitmire, Jr., as President of St. Johns Service Company, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a Florida driver's license as identification.

[Signature]  
Print Name: Nanette Bradbury  
NOTARY PUBLIC  
State of Florida  
Commission # DD272322  
My Commission Expires: 12/3/2007



NANETTE BRADBURY  
Notary Public-State of Florida  
My Commission #DD 272322  
Expires December 3, 2007

**EXHIBIT A** to Easement Agreement

**EASEMENT AREA**

Easement Area (adjacent to Marsh Landing Wastewater Treatment Plant)

That certain "St. Johns Service Company Parcel" more particularly described as: a part of Government Lot 11, Section 16, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: begin at the northeast corner of said Government Lot 11, said northeast corner also being the northwest corner of the plat of Ponte Vedra Landing, recorded in Map Book 17, Pages 97 through 99, thence South 01 Degrees, 10 Minutes, 34 Seconds East, along the east line of said Government Lot 11 and the west line of said Ponte Vedra Landing, 1291.60 feet to the southeast corner of said Government Lot 11, said corner also being the northeast corner of Government Lot 14 and also the northeast corner of the plat of Marsh Landing at Sawgrass Unit Fourteen, recorded in Map Book 21, Pages 51 through 57; thence South 89 Degrees, 14 Minutes, 06 Seconds West, along the south line of said Government Lot 11 and a north line of said plat of Marsh Landing at Sawgrass Unit Fourteen, 840.51 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 434.83 feet; thence North 89 Degrees, 14 Minutes, 06 Seconds East, parallel with said south line of Government Lot 11, 240.79 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 419.61 feet; thence South 89 Degrees, 14 Minutes, 06 Seconds West, parallel with said south line of Government Lot 11, 232.37 feet; thence North 41 Degrees, 57 Minutes, 21 Seconds West, 40.62 feet; thence North 01 Degrees, 10 Minutes, 34 Seconds West, parallel with said east line of Government Lot 11, 404.85 feet to the north line of said Government Lot 11 and also the south line of the plat of Marsh Cove II, recorded in Map Book 27, Pages 57 through 59; thence north 89 Degrees, 07 Minutes, 07 Seconds East, along said north line of Government Lot 11 and said south line of the plat of Marsh Cove II and its easterly prolongation, 858.61 feet, to the northeast corner of said Government Lot 11 and the POINT OF BEGINNING. (Said legal description of the "St. Johns Service Company Parcel" obtained from Degrove Surveyors, Inc. survey dated December 14, 2005, bearing Job No. 2005170 2 5 7.)

Easement Area (formerly DeLeon Shores Wastewater Treatment Plant)

A PART OF GOVERNMENT LOT 6, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAILFISH DRIVE AS SHOWN ON DELEON SHORES UNIT THREE, AS RECORDED IN MAP BOOK 12, PAGE 36 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 00°15'00"

EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 276.45 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 6; THENCE SOUTH 89°48'41" WEST, A DISTANCE OF 277.16 FEET TO A POINT ON A 60.00 FOOT DRAINAGE UTILITY AND SEWER EASEMENT, AS RECORDED ON THE DELEON SHORES UNIT FOUR, MAP BOOK 12, PAGE 96 OF SAID PUBLIC RECORDS; THENCE NORTH 01°07'24" WEST, ALONG SAID LINE, A DISTANCE OF 933.89 FEET, THENCE NORTH 89°45'00" EAST, ALONG THE SOUTH LINE OF LOTS 4 AND 5 OF SAID SUBDIVISION, A DISTANCE OF 351.39 FEET; THENCE SOUTH 00°15'00" EAST, ALONG THE WEST LINE OF SAID DELEON SHORES UNIT THREE, A DISTANCE OF 657.86 FEET TO A POINT ON THE NORTH LIEN OF SAILFISH DRIVE (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89°45'00" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B" to Resolution

This instrument prepared by:  
Christopher B. Roe, Esq.  
101 N. Monroe Street, Suite 900  
Tallahassee, Florida 32301

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made and executed effective as of the 3<sup>rd</sup> day of March, 2010, by **ST. JOHNS SERVICE COMPANY**, a Florida corporation, whose address is 2520 Isabella Blvd., Suite 10, Jacksonville Beach, Florida 32250, hereinafter called the Grantor, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**THIS INSTRUMENT** is made and executed pursuant and subject to the terms, continued covenants and provisions of that certain Easement Agreement recorded in Official Record Book 2649, at Page 165, Public Records of St. Johns County, Florida (the "Easement Agreement").

**WITNESSETH:** That the Grantor, for and in consideration of the sum of TEN DOLLARS, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, and sell, unto the Grantee land located in St. Johns County, Florida, described in Exhibit "A" attached hereto, and by this reference made a part hereof (the "Property");

**TOGETHER** with all improvements and fixtures thereon and all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to all water and wastewater facilities of every kind and nature lying within said land. Said lands and facilities are conveyed herein "As Is" with respect to physical condition.

**TO HAVE AND TO HOLD**, the Property in fee simple forever.

THIS conveyance is made subject to taxes assessed subsequent to December 31, 2008, which have been escrowed pursuant to Section 196.295, Florida Statutes, or otherwise paid in full and to such easements, covenants, restrictions and other matters more particularly described in Exhibit B made a part of that certain Special Warranty Deed recorded in Official Record Book 2649, at Page 55, Public Records of St. Johns County, Florida, but otherwise free and clear of all liens or encumbrances caused or created by Grantor:

GRANTOR hereby covenants with Grantee that it is lawfully seized of the land described in Exhibit "A" hereto; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF the Grantor has signed and sealed these presents to be effective as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

ST. JOHNS SERVICE COMPANY,  
a Florida Corporation

Margaret Carella  
Witness: Margaret Carella

By: G. W. Whitmire, Jr.  
G. W. Whitmire, Jr.  
Its: President

Kristin Whitmire  
Witness: Kristin Whitmire

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3rd day of February, 2010, by G. W. Whitmire, Jr., as President of St. Johns Service Company, a Florida corporation, on behalf of the corporation. He (X) is personally known to me or (    ) produced \_\_\_\_\_ as identification.

(SEAL)

Margaret R. Carella  
Print Name: Margaret R. Carella  
NOTARY PUBLIC

MARGARET R. CARELLA  
Notary Public, State of Florida  
My comm. exp. Dec 27, 2013  
Comm. No. DD 948664

**EXHIBIT A** to Special Warranty Deed

**DELEON SHORES PUMP STATION PARCEL (the "Property"):**

Part of Government Lot 6, Section 21, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Government Lot 6; thence North 89 degrees 48 minutes 41 seconds East along the South line of said Government Lot 6, 60.01 feet to a point on the East line of a 60 foot wide right-of-way for drainage, utilities and sewers as shown on the Plat of De Leon Shores - Unit Four, as recorded in Map Book 12, Page 95 of the Public Records of St. Johns County, Florida; thence North 01 degrees 07 minutes 24 seconds West, along said East line, 281.50 feet; thence South 87 degrees 09 minutes 17 seconds East 151.64 feet to the Point of Beginning; thence South 89 degrees 58 minutes 22 seconds East, 80.00 feet; thence South 00 degrees 01 minutes 38 seconds West, 60.00 feet; thence North 89 degrees 58 minutes 22 seconds West, 80.00 feet; thence North 00 degrees 01 minutes 38 seconds East, 60.00 feet to the Point of Beginning.

**CONTAINING 4800 SQUARE FEET (0.11 ACRES) MORE OR LESS.**

(Said legal description of the Property obtained from DeGrove Surveyors, Inc. survey dated November 17, 2009, bearing Job. File No. 2008042).

Prepared by:  
Nanette Bradbury  
St. Johns County Real Estate Division  
4020 Lewis Speedway  
St. Augustine FL 32084

**MODIFICATION OF EASEMENT AGREEMENT**

**THIS MODIFICATION OF EASEMENT AGREEMENT** is made as of the 3<sup>rd</sup> day of March, 2010, by and between **ST. JOHNS SERVICE COMPANY**, a Florida corporation ("SJSC"), whose address is 2520 Isabella Blvd., Suite 10, Jacksonville Beach, Florida 32250, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County"), whose address is 500 San Sebastian View, St. Augustine FL 32084.

**WITNESSETH:**

WHEREAS, the SJSC and the County entered into that certain Easement Agreement dated February 23, 2006, and recorded in Official Records Book 2649, Page 165, of the public records of St. Johns County, Florida (the "Easement Agreement"), in connection with the County's acquisition of SJSC's utility system; and

WHEREAS, Exhibit A of the Easement Agreement describes the real property subject thereto (the "Easement Area"); and

WHEREAS, the Easement Agreement contemplates relocation by SJSC of the utility facilities on that part of the Easement Area described therein as the former DeLeon Shores Wastewater Treatment Plant; and

WHEREAS, Section 2 of the Easement Agreement states that in the event such utility facilities are not relocated within two (2) years of the execution of the Easement Agreement, SJSC shall provide a special warranty deed conveying to the County the existing pump station site in addition to specific utility easements for such existing facilities; and

WHEREAS, SJSC has not relocated such utility facilities pursuant to the terms of the Easement Agreement, and therefore, in accordance with Section 2 of the Easement Agreement, SJSC has conveyed to the County by that certain Special Warranty Deed recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of St. Johns County, Florida, such existing pump station site (the "Pump Site"); and

WHEREAS, in connection with such conveyance and in accordance with the Easement Agreement, SJSC and the County desire to amend the Easement Agreement to reflect a new easement area relating to the Pump Site conveyed by SJSC to the County to provide for specific utility easements for the Pump Site and existing utility facilities in the manner hereinafter provided; and

WHEREAS, in connection with such conveyance and modification of easements and consistent with the terms of the Easement Agreement, SJSC and the County desire to amend the Easement Agreement to provide a revised description of the Easement Area and to confirm the ability of SJSC to undertake relocation of the Pump Site conveyed to the County and such utility easements in the manner hereinafter provided; and

WHEREAS, all other provisions and terms of the Easement Agreement shall remain in full force and effect.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Easement Area, as defined in the Easement Agreement, is hereby amended and replaced in its entirety with the legal description contained on Exhibit A attached hereto.

2. The Pump Site and the related Utility Lines and Associated Equipment (as defined in the Easement Agreement) may be relocated at any time within twenty (20) years of the execution hereof upon SJSC's request and the County's approval provided SJSC bears the cost of relocating such Pump Site and utility facilities. Upon relocation of such utility facilities at SJSC's expense, SJSC shall execute and deliver a special warranty deed conveying to the County the relocated pump station site (in minimum size required using sound engineering practices to relocate same), the County shall execute and deliver a county deed conveying to SJSC the Pump Site and the County and SJCS shall execute and delivery an instrument in recordable form relocating that portion of the amended Easement Area described as "DeLeon Shores Part A easement area" and "DeLeon Shores Part B easement area" in the attached Exhibit A to a new area designated by SJCS and approved by the parties, such instrument to be in a form approved by both the County and SJSC covering only so much of SJSC's lands as are reasonably necessary to operate, maintain, repair and replace the subject utility facilities. Approval by the parties of any relocation request and execution of any necessary instruments concerning the Pump Site and a new Easement Area shall be promptly considered, shall not be unreasonably withheld and shall be based upon sound engineering practices. The parties covenant to use sound engineering practices in any relocation exercise and whenever reasonably possible or practicable, the County shall cooperate with SJSC in the relocation of the Pump Site and utility facilities and any access over the Easement Area so as to maximize the value and use of the interests in the land retained or owned by SJSC; provided, however, that neither party shall be required to expend resources beyond the normal course of its business or beyond the skills of its staff or employees in any relocation exercise initiated by the other party and not also reasonably benefiting both parties.

3. All other provisions and terms of the Easement Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, SJSC and the County have caused this Modification to Easement Agreement to be executed in its name on the date set forth in the acknowledgment below, but to be effective and deemed delivered for all purposes as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**ST. JOHNS SERVICE COMPANY,**  
a Florida corporation

Sign: Margaret Carella  
Print Name: Margaret Carella

By: G. W. Whitmire, Jr.  
G. W. Whitmire, Jr.  
President

Sign: Kristin Whitmire  
Print Name: Kristin Whitmire

STATE OF FLORIDA  
COUNTY OF DuVal

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of February, 2010, by G. W. Whitmire, Jr., as President of St. Johns Service Company, a Florida corporation, on behalf of the corporation, who () is personally known to me or () has produced \_\_\_\_\_ as identification.

Margaret R. Carella  
Notary Public  
My Commission Expires:

MARGARET R. CARELLA  
Notary Public, State of Florida  
My comm. exp. Dec 27, 2013  
Comm. No. DD 948664

IN WITNESS WHEREOF, SJSC and the County have caused this Modification to Easement Agreement to be executed in its name on the date set forth in the acknowledgment below, but to be effective and deemed delivered for all purposes as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2009,  
by \_\_\_\_\_, as Chair of the Board of County Commissioners of St. Johns County,  
Florida, on behalf of said Board, who (\_\_\_\_\_) is personally known to me or (\_\_\_\_\_) has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**LEGALLY SUFFICIENT**  
*M. J. ...*  
Date: 3/27/09

## EXHIBIT A - AMENDED EASEMENT AREA

The Easement Area encompasses the following real property, defined for reference purposes herein as the "Marsh Landing Wastewater Treatment Plant easement area," "DeLeon Shores Part A easement area" and "DeLeon Shores Part B easement area" respectively:

### Marsh Landing Wastewater Treatment Plant easement area:

THAT CERTAIN "ST. JOHNS SERVICE COMPANY PARCEL" MORE PARTICULARLY DESCRIBED AS: A PART OF GOVERNMENT LOT 11, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 11, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF PONTE VEDRA LANDING, AS RECORDED IN MAP BOOK 17, PAGES 97 THROUGH 99, THENCE SOUTH 01 DEGREES 10 MINUTES 34 SECONDS EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 11 AND THE WEST LINE OF SAID PONTE VEDRA LANDING, 1291.60 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 11, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF GOVERNMENT LOT 14 AND ALSO THE NORTHEAST CORNER OF THE PLAT OF MARSH LANDING AT SAWGRASS UNIT FOURTEEN, AS RECORDED IN MAP BOOK 21, PAGES 51 THROUGH 57; THENCE SOUTH 89 DEGREES 14 MINUTES 06 SECONDS WEST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 11 AND A NORTH LINE OF SAID PLAT OF MARSH LANDING AT SAWGRASS UNIT FOURTEEN, 840.51 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 34 SECONDS WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 434.83 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 06 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE OF GOVERNMENT LOT 11, 240.79 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 34 SECONDS WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 419.61 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 06 SECONDS WEST, PARALLEL WITH SAID SOUTH LINE OF GOVERNMENT LOT 11, 232.37 FEET; THENCE NORTH 41 DEGREES 57 MINUTES 21 SECONDS WEST, 40.62 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 34 SECONDS WEST, PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 11, 404.85 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 11 AND ALSO THE SOUTH LINE OF THE PLAT OF MARSH COVE II, AS RECORDED IN MAP BOOK 27, PAGES 57 THROUGH 59; THENCE NORTH 89 DEGREES 07 MINUTES 07 SECONDS EAST, ALONG SAID NORTH LINE OF GOVERNMENT LOT 11 AND SAID SOUTH LINE OF THE PLAT OF MARSH COVE II AND ITS EASTERLY PROLONGATION, 858.61 FEET, TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 11 AND THE POINT OF BEGINNING, CONTAINING 22.757 ACRES MORE OR LESS. (SAID LEGAL DESCRIPTION OF THE "ST. JOHNS SERVICE COMPANY PARCEL" OBTAINED FROM DEGROVE SURVEYORS, INC. SURVEY DATED DECEMBER 14, 2005, BEARING JOB NO. 2005170 2 5 7.)

### Together with DeLeon Shores Part A easement area as follows:

PART OF GOVERNMENT LOT 6, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 6; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 6, 60.01 FEET TO A POINT ON THE EAST LINE OF A 60 FOOT RIGHT-OF-WAY FOR DRAINAGE, UTILITIES AND SEWERS AS SHOWN ON THE PLAT OF DE LEON SHORES - UNIT FOUR, AS RECORDED IN MAP BOOK 12, PAGE 95 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 07 MINUTES 24 SECONDS

WEST, ALONG SAID EAST LINE, 261.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 07 MINUTES 24 SECONDS WEST, ALONG SAID EAST LINE, 20.05 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 17 SECONDS EAST, LEAVING SAID EAST LINE, 151.64 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL, 20.02 FEET; THENCE NORTH 87 DEGREES 09 MINUTES 17 SECONDS WEST, LEAVING SAID WEST LINE, 150.24 FEET TO THE POINT OF BEGINNING.

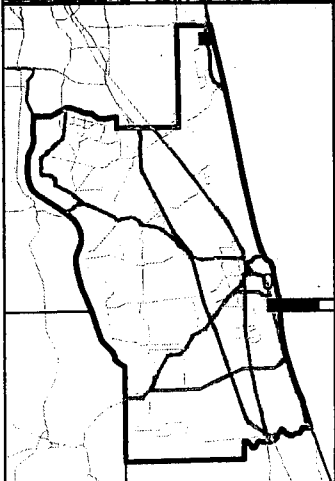
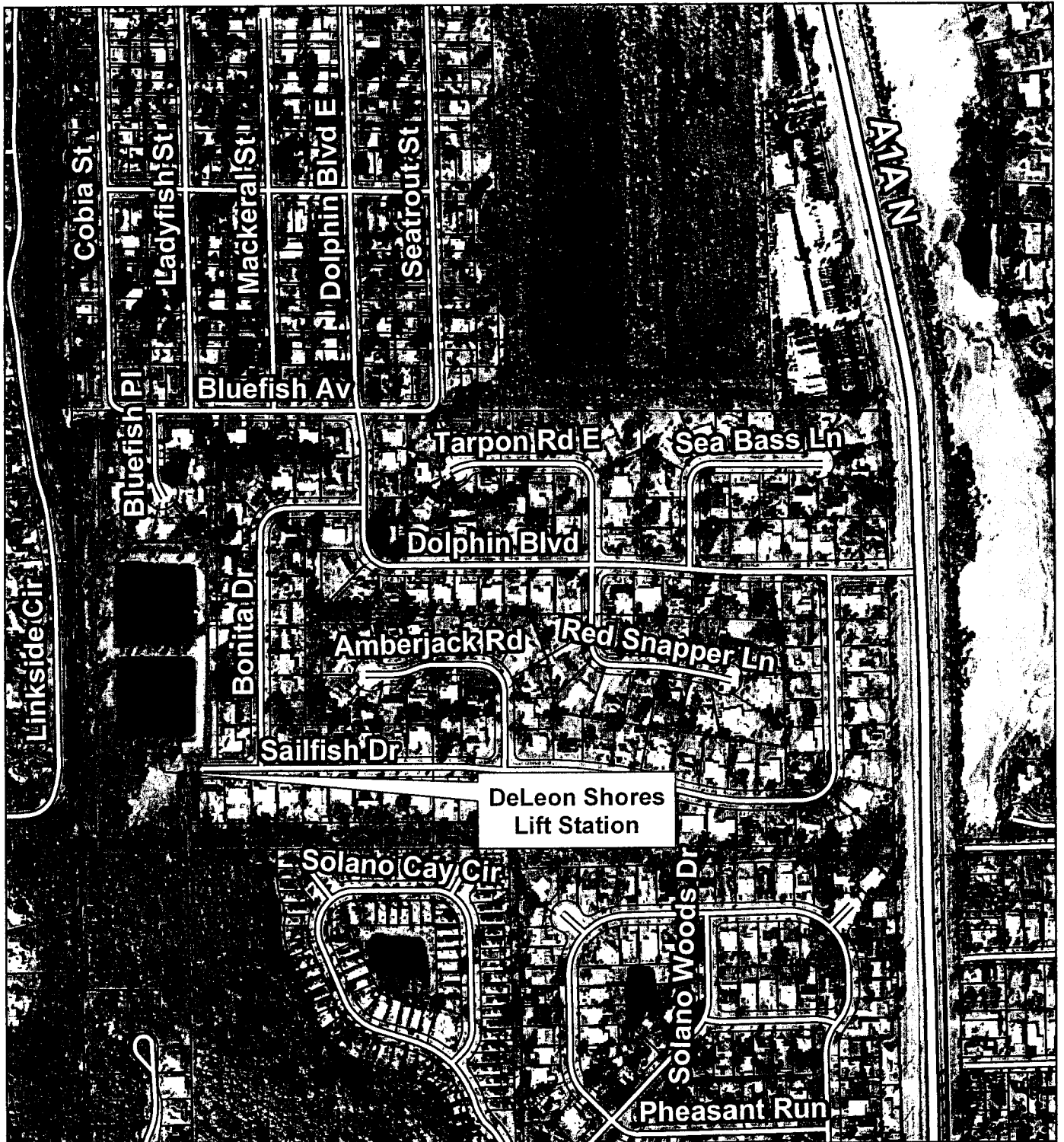
CONTAINING 3029 SQUARE FEET (0.07ACRES) MORE OR LESS.

Together with DeLeon Shores Part B easement area as follows:

PART OF GOVERNMENT LOT 6, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 6; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 6, 60.01 FEET TO A POINT ON THE EAST LINE OF A 60 FOOT WIDE RIGHT-OF-WAY FOR DRAINAGE, UTILITIES AND SEWERS AS SHOWN ON THE PLAT OF DE LEON SHORES - UNIT FOUR, AS RECORDED IN MAP BOOK 12, PAGE 95 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 07 MINUTES 24 SECONDS WEST, ALONG SAID EAST LINE, 281.50 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 17 SECONDS EAST, LEAVING SAID EAST LINE, 151.64 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 22 SECONDS EAST 80.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 38 SECONDS WEST 15.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 58 MINUTES 22 SECONDS EAST, 49.83 FBET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAILFISH DRIVE AS SHOWN ON THE PLAT OF DE LEON SHORES UNIT THREE, AS RECORDED IN MAP BOOK 12, PAGE 36 OF SAID PUBLIC RECORDS; THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF TRACT D OF SAID DE LEON SHORES UNIT THREE, 257.50 FEET TO A POINT ON SAID SOUTH LINE OF GOVERNMENT LOT 6; THENCE SOUTH 89 DEGREES 48 MINUTES 41 SECONDS WEST, LEAVING SAID WESTERLY LINE AND ALONG SAID SOUTH LINE 20.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 20.00 FBET WESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE OF TRACT D, A DISTANCE OF 237.60 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE OF 29.92 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 38 SECONDS EAST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5749 SQUARE FBET (0.13 ACRES) MORE OR LESS.

(Said legal description of DeLeon Shores Part A easement area and DeLeon Shores Part B easement area obtained from DeGrove Surveyors, Inc. survey dated November 17, 2009, bearing Job. File No. 2008042).



## DeLeon Shores Lift Station Site

235      470      940      1,410

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
February 3, 2010  
(904) 209-0788



**DISCLAIMER.**  
This map is for reference use  
only. Data provided are derived  
from multiple sources with  
varying levels of accuracy.