

RESOLUTION NO. 2014- 342

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN AMENDMENT TO EASEMENT AGREEMENT FOR UTILITIES MATTAMY (JACKSONVILLE) HOMES ON INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, Mattamy (Jacksonville) Homes, a Florida general partnership, has executed and presented to the County an Amendment to Easement Agreement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, on International Golf Parkway; and

WHEREAS, the amendment is needed to add the right to install a reuse water line to the water and sewer easement that was granted in 2006 from the original owner of the property; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B," incorporated by reference and made a part hereof.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS 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.

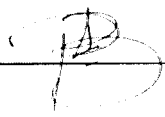
Section 2. The above described Amendment to Easement Agreement for Utilities attached and incorporated hereto, is hereby accepted.

Section 3. To the extent that there are typographical, scrivener 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.

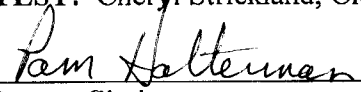
Section 4. The Clerk of the Circuit Court is instructed to record the original Amendment to Easement Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 2nd day of December, 2014.

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

By:  Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 12/10/14

[Faint, illegible text or stamp]

Prepared by and return to:

Mattamy Homes
Attn: Leslie C. Candes, Esq.
400 Park Avenue South
Suite 220
Winter Park, Florida 32789

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is executed and given this 22nd day of October, 2014, by **MATTAMY (JACKSONVILLE) PARTNERSHIP**, a Florida general partnership, with an address of 400 Park Avenue South, Suite 220, Winter Park, Florida 32789, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

WHEREAS, Earley Development, Inc., a Florida corporation ("Earley"), as the original owner of the Utility Area and Access Area (as defined in the Original Easement), granted to Grantee an easement for water and sewer services, dated August 22, 2006, and recorded September 7, 2006 in Official Records Book 2778 Page 527-531 of the public records of St. Johns County, Florida (the "Original Easement");

WHEREAS, Grantor has succeeded to the interests of Earley and is the current owner of the Utility Area and the Access Area; and

WHEREAS, Grantor and Grantee have agreed to amend the Original Easement to include additional services needed by the Grantee.

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein by this reference.

2. Easement. Section 1 of the Original Easement is hereby deleted in its entirety and replaced with the following:

“Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground, water distribution system, gravity sewer collection system, lift stations & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as “Utility Lines and Associated Equipment”) over and upon the Utility Area; together with rights of ingress and egress to access the Utility Area as necessary for the use and enjoyment of the easement herein granted. The location of the Access Area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines. **TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement. The easements herein granted are subject to covenants, restrictions, easements, liens and encumbrances of record.”

3. Additional Provisions. Section 1 of the Original Easement is hereby amended to add the following:

“(g) **WATER SYSTEM** - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor’s successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(h) **SEWER FORCE MAINS** - Grantee, by acceptance of this Amendment, hereby agrees to maintain the sewer force mains located within the Utility Area.

(i) **REUSE SYSTEM** - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor’s successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system.”

4. Successors and Assigns. The easement granted herein shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. Definition of Grantor. For the purposes of the terms and conditions of this Amendment, “Grantor” means the owner from time to time of the Utility Area or any part thereof.

6. Miscellaneous. Except as specifically modified in this Amendment, all of the terms and conditions of the Original Easement shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Original Easement, the terms of this Amendment shall control. This Amendment shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

**MATTAMY (JACKSONVILLE)
PARTNERSHIP,** a Florida general
partnership

By: MBC (Florida) Corporation, a Florida
corporation, its general partner

Leslie C. CanDES
Witness
Leslie C. CanDES
Print Name

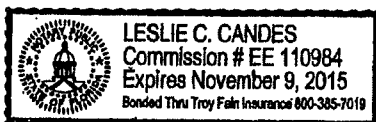
KW
Witness
Kevin Waters
Print Name

By: David A. Koon
Printed Name: David A. Koon
Its: V.P. of Finance

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 22nd day of October, 2014, by David Koon as the vice president of MBC (Florida) Corporation, a Florida corporation, as the general partner of Mattamy (Jacksonville) Partnership, a Florida general partnership, on behalf of the company, who is personally known to me or ~~has produced~~ as identification.

Leslie C. CanDES
Notary Public





St. Johns County Board of County Commissioners

Utility Department

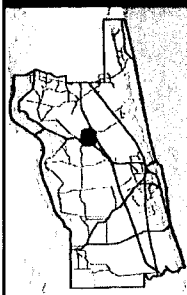
INTEROFFICE MEMORANDUM


TO: Nanette Bradbury, Real Estate Coordinator
FROM: James Overton, Engineer - Utility Capital Improvements
SUBJECT: Mattamy Partnership Easement
DATE: October 27, 2014

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of the easement signed by the Mattamy Partnership.

After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and a copy of the recorded Easement for our files.

Your support and cooperation as always are greatly appreciated.




 2013 Aerial Imagery
 0 100 200
 Feet
 October 27, 2014

Mattamy Homes Amendment to Easement Agreement

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762
Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

