

Prepared by and return to:
Chris R. Strohmenger, Esq.
Burr & Forman LLP
50 N. Laura Street, Suite 3000
Jacksonville, Florida 32202

CS-22-085

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (this “Amendment”) is made as of the 5th day of DECEMBER, 2022, by and between **PARKVIEW CONDOS AT SUMMER BEACH LLC**, a Florida limited liability company (the “Grantor”) and **NASSAU COUNTY, FLORIDA**, as successor to Amelia Island Waterworks, Inc., a Florida corporation (“Service Company”).

WITNESSETH:

A. Grantor’s predecessor-in-interest and Service Company entered into that certain Easement Agreement dated September 26, 1983, recorded in Official Records Book 400, Page 470, of the public records of Nassau County, Florida (“the “Easement Agreement”).

B. The parties wish to enter into this Amendment to amend the Easement Agreement to relocate the Easement Area and the sewer facilities located therein to the new Easement Area described herein, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties hereby confirm that the above-stated Recitals are true and correct.

2. Definitions. Capitalized and defined terms used herein, not otherwise defined, shall have the meanings ascribed to them in the Easement Agreement.

3. Relocation of Easement Area. Upon completion of the New Sewer Facilities as set forth in Section 4 below, Exhibit “A” attached to the Easement Agreement shall be deemed deleted in its entirety and will be superseded and replaced by Exhibit “A” attached hereto and made a part hereof. Thereafter, all references in the Easement Agreement to Exhibit “A” shall mean and refer to Exhibit “A” attached hereto.

4. Construction of Relocated Sanitary Sewer Line. Grantor shall, at its sole cost and expense, install a new underground sanitary sewer pipe in the Easement Area benefitting Service Company (the “New Sewer Facilities”), connecting the New Sewer Facilities to Service

Company's existing, off-site sanitary sewer facilities, all as depicted on Exhibit "A-1" attached hereto. Grantor shall complete the construction of the New Sewer Facilities simultaneously with the development of Grantor's lands, and in such a manner to minimize any disruption of sanitary sewer service. Upon completion of the New Sewer Facilities, the New Sewer Facilities shall be part of the "Utility Lines and Equipment" as defined in the Easement Agreement. Service Company hereby agrees to cooperate reasonably with Grantor such that Grantor may obtain all necessary temporary construction and access easements as reasonably necessary for Grantor to complete the installation of the New Sewer Facilities.

5. Non-Exclusive Sewer Easement. The parties hereby confirm that the Easement Area shall be non-exclusive such that Grantor may use the Easement Area for all purposes not incompatible with the sewer easement granted in the Easement Agreement, including but not limited to, construction, operation and maintenance of driveways, parking areas, landscaped areas, drainage, curbing and gutters benefitting Grantor's lands; provided, however, at all times Service Company shall have access to the Easement Area for maintenance purposes. Following completion of construction and acceptance of the sanitary system by Service Company, Service Company shall repair and restore all areas disturbed on Grantor's land due to any maintenance or repair activities conducted by Service Company. Additionally, Grantor shall have the right to connect Grantor's sanitary sewer pipe servicing Service Company's land to the New Drainage Facilities.

6. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto.

7. Enforcement; Attorney's Fees. In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs a reasonable attorney's fee, together with such other reasonable costs and reasonable expenses as the court deems appropriate.

8. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

9. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

10. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Florida.

11. Ratification. Except as amended hereby, the provisions of the Easement Agreement shall remain in full force and effect and unmodified.

(Signature page to follow.)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

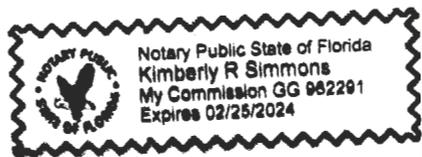
PARKVIEW CONDOS AT SUMMER BEACH LLC, a Florida limited liability company

[Signature]
Name: B. JADE SCOWD
[Signature]
Name: Kimberly Simmons

By: [Signature]
Name: Tim Ritch
Title: Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of December, 2022, by Tim Ritch, the Manager of PARKVIEW CONDOS AT SUMMER BEACH LLC, a Florida limited liability company, on behalf of the company. He (check one) is personally known to me, or has produced a valid driver's license as identification.



[Signature]
Print Name: Kimberly R. Simmons
Notary Public, State and County Aforesaid
My Commission Expires: 02/25/2024
Commission Number: GG962291

Signed, sealed and delivered
in the presence of:

SERVICE COMPANY:

NASSAU COUNTY, FLORIDA, as
successor to Amelia Island Waterworks, Inc.,
a Florida corporation

Melissa Lacey
Name: Melissa Lacey

Aleina Colón
Name: Aleina Colón

By: [Signature]
Name: Klynt Farmer
Title: Chairman

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 10 day of January, 2022, by Klynt Farmer, the
_____ of NASSAU COUNTY, FLORIDA, as successor to Amelia Island Waterworks,
Inc., a Florida corporation, on behalf of the County. He/She (check one) is personally known
to me or has produced a valid driver's license as identification.

Laura M Butler
Notary Public, State and County Aforesaid
Name: Laura M Butler
My Commission Expires: _____
My Commission Number is: _____



LAURA M. BUTLER
Notary Public, State of Florida
My Commission Expires February 17, 2023
Commission No. GG 290520

EXHIBIT "A"
EASEMENT AREA

LEGAL DESCRIPTION

AN VARIABLE WIDTH UTILITY EASEMENT, OVER A PART OF LOT 6, STAPLETON LANDS LYING IN SECTION 18, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT NORTHWEST CORNER OF PARCEL "B", (RITZ CARLTON EMPLOYEE PARKING), AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT OFFICIAL RECORDS BOOK 820, PAGE 433 OF THE PUBLIC RECORDS OF NASSAU COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF "JULIA STREET", (A 60 FOOT PUBLIC ROAD RIGHT-OF-WAY) AND RUN THENCE, SOUTH 88°26'46" WEST, ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF "JULIA STREET", A DISTANCE OF 77.39 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 02°02'22" EAST, A DISTANCE OF 50.14 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, SOUTH 83°01'15" WEST, A DISTANCE OF 107.79 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, SOUTH 01°32'41" EAST, A DISTANCE OF 71.94 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, NORTH 88°39'51" EAST, A DISTANCE OF 116.12 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, SOUTH 05°20'01" EAST, A DISTANCE OF 45.39 FEET, TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED RECORDED AT OFFICIAL RECORDS BOOK 1700, PAGE 1185 (PARCEL 5B (WAREHOUSE/LAUNDRY COMPLEX), OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; RUN THENCE, SOUTH 84°47'01" WEST, ALONG THE AFORESAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED RECORDED AT OFFICIAL RECORDS BOOK 1700, PAGE

(CONTINUED ON FOLLOWING PAGE)

1185, OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA, A DISTANCE OF 24.00 FEET; RUN THENCE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 05°20'01" WEST, DEPARTING FROM LAST SAID LINE, A DISTANCE OF 26.97 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, SOUTH 88°39'51" WEST, A DISTANCE OF 113.38 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, NORTH 01°32'41" WEST, A DISTANCE OF 110.06 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, NORTH 83°01'15" EAST, A DISTANCE OF 107.63 FEET, TO A POINT;

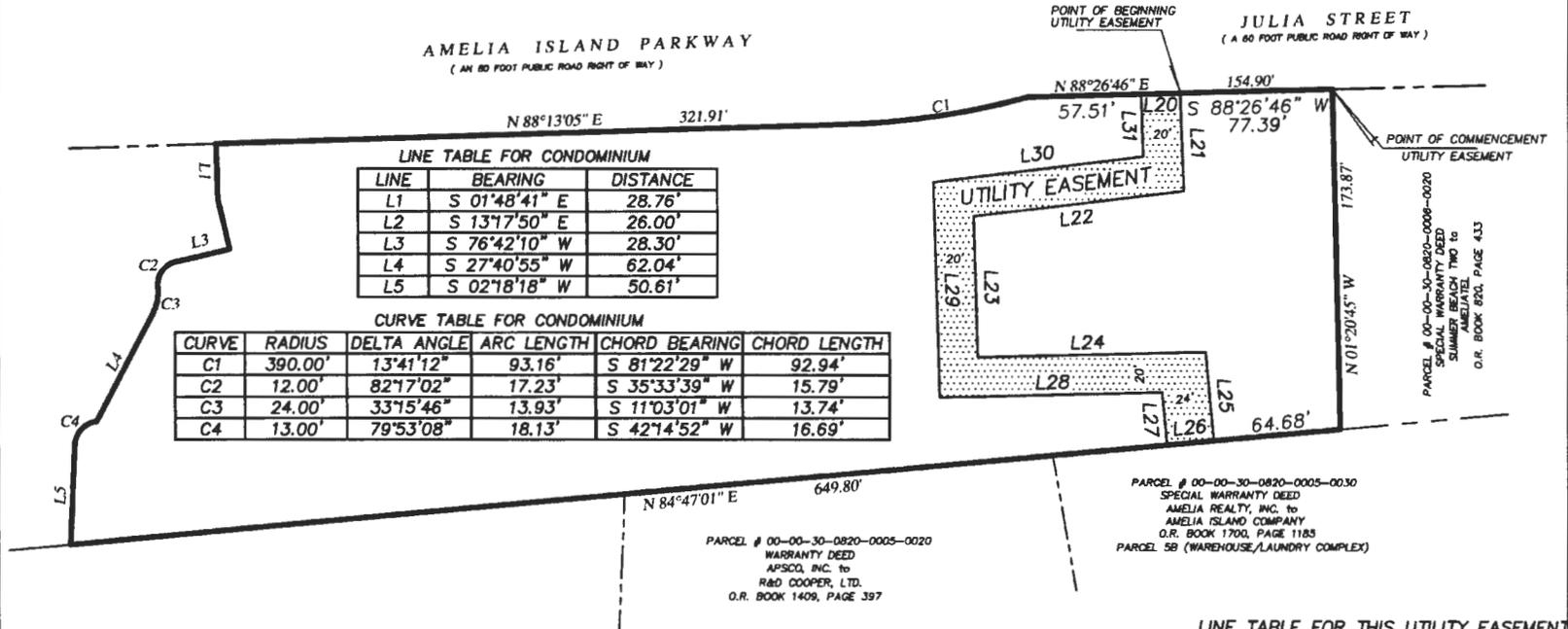
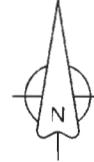
COURSE No. 5: RUN THENCE, NORTH 02°02'22" WEST, A DISTANCE OF 31.96 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF "JULIA STREET"; RUN THENCE, NORTH 88°26'46" EAST, ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF "JULIA STREET", A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

AS DEPICTED ON THE FOLLOWING PAGE

PARK VIEW CONDOMINIUM

Amelia Island Beach, Nassau County, Florida

SHEET ONE (1) of FOUR (4) OF SHEETS
PROPOSED UTILITY EASEMENT



LINE TABLE FOR CONDOMINIUM

LINE	BEARING	DISTANCE
L1	S 01°48'41" E	28.76'
L2	S 13°17'50" E	26.00'
L3	S 76°42'10" W	28.30'
L4	S 27°40'55" W	62.04'
L5	S 02°18'18" W	50.61'

CURVE TABLE FOR CONDOMINIUM

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	390.00'	13°41'12"	93.16'	S 81°22'29" W	92.94'
C2	12.00'	82°17'02"	17.23'	S 35°33'39" W	15.79'
C3	24.00'	33°15'46"	13.93'	S 11°03'01" W	13.74'
C4	13.00'	79°53'08"	18.13'	S 42°14'52" W	16.69'

PARCEL # 00-00-30-0820-0005-0030
SPECIAL WARRANTY DEED
AMELIA REALTY, INC. TO
AMELIA ISLAND COMPANY
O.R. BOOK 1700, PAGE 1183
PARCEL 5B (WAREHOUSE/LAUNDRY COMPLEX)

PARCEL # 00-00-30-0820-0005-0020
WARRANTY DEED
AFSCOL, INC. TO
R&D COOPER, LTD.
O.R. BOOK 1409, PAGE 397

PARCEL # 00-00-30-0820-0008-0020
SPECIAL WARRANTY DEED
SUMNER TMO TO
AMELIA ISLAND COMPANY
O.R. BOOK 820, PAGE 433



GRAPHIC SCALE
SCALE: 1" = 80'

Prepared by:
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

SYMBOLS USED IN THIS DRAWING
L55 TABULATED LINE DATA
C15 TABULATED CURVE DATA

LINE TABLE FOR THIS UTILITY EASEMENT

LINE	BEARING	DISTANCE
L20	N 88°26'46" E	20.00'
L21	S 02°02'22" E	50.14'
L22	S 83°01'15" W	107.79'
L23	S 01°32'41" E	71.94'
L24	N 88°39'51" E	116.12'
L25	S 05°20'01" E	45.39'
L26	S 84°47'01" W	24.00'
L27	N 05°20'01" W	26.97'
L28	S 88°39'51" W	113.38'
L29	N 01°32'41" W	110.06'
L30	N 83°01'15" E	107.63'
L31	N 02°02'22" W	31.96'

EXHIBIT "A-1"
DEPICTION OF NEW SEWER FACILITIES

