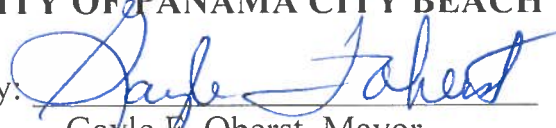



RESOLUTION 15-07

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Amendment to Deed Restriction between the City and the St. Joe Timberland Company of Delaware, LLC, relating to a deed amendment to permit the installation of a lift station in an otherwise restricted buffer area, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 9th day of October, 2014.

CITY OF PANAMA CITY BEACH
By: 
Gayle F. Oberst, Mayor

ATTEST:


Holly White, City Clerk

Prepared By and After Recording
Return To:
THE ST. JOE COMPANY
ATTENTION: LEGAL DEPARTMENT
133 South Watersound Parkway
Watersound, Florida 32413

AMENDMENT TO DEED RESTRICTION

THIS AMENDMENT TO DEED RESTRICTION is made as of the _____ day of _____, 2014, between **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company (“St. Joe”), having an address of 133 South Watersound Parkway, Watersound, Florida 32413, and **THE CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (“City”), having an address of 110 South Arnold Road, Panama City Beach, Florida 32413.

RECITALS

WHEREAS, on or about January 12, 2001, St. Joe conveyed certain property (the “Property”) to the City pursuant to that certain Special Warranty Deed recorded in Official Records Book 1999, Page 1574 in the Public Records of Bay County, Florida (the “Deed”), which Property is more particularly described in the Deed and which Deed sets forth certain restrictions;

WHEREAS, the parties hereto desire to amend the Deed, as set forth herein.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree to the following:

1. The foregoing recitals are true and correct and hereby incorporated herein.
2. Section 1 of the Deed is hereby deleted in its entirety and replaced with the following:

1. Buffer Area Restriction. Grantee hereby acknowledges and agrees that the surface of the Buffer Area (as defined below) shall be maintained in its natural state and shall not be used for the construction or operation of any building or improvement, except that Grantee may install a municipal lift station not to exceed a size of fifty (50) feet by fifty (50) feet located near the southwest corner of the intersection of Laird Park Drive and School Drive to include (i) one (1) vehicular access point and (ii) water, sewer or other utility lines or pipes. Grantee shall be permitted an area of ten (10) feet on either side of any such vehicular access point, utility line, or lift station for access and maintenance, and such use shall not violate Buffer Area restrictions. The Grantee shall use reasonable efforts to co-locate such utility lines in order to minimize disturbing the natural vegetation in the Buffer Area. For purposes hereof, the “Buffer Area” shall mean that certain strip of land as indicated on the attached Exhibit C and the approximate location of the lift station is indicated on the attached Exhibit D.

3. Except as expressly amended hereby, the terms of the Deed shall remain unmodified and in full force and effect.

Signed in the presence of

THE CITY OF PANAMA CITY BEACH, FLORIDA
a municipal corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)

)

COUNTY OF BAY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014,
by _____, as the _____ of THE
CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, on behalf of the corporation.
He/She either [] is personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC, State of Florida

DESCRIPTION OF BUFFER: COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79 (200 FOOT RIGHT OF WAY); THENCE SOUTH 20°36'19" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 198.71 FEET TO THE SOUTH RIGHT OF WAY LINE OF SCHOOL ROAD (50 FOOT RIGHT OF WAY) FOR THE POINT OF BEGINNING. THENCE NORTH 88°15'06" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 590.94 FEET TO THE WESTERLY EDGE OF MAINTENANCE OF LAIRD PARK ROAD; THENCE SOUTH 05°17'47" EAST ALONG SAID EDGE OF MAINTENANCE FOR 98.43 FEET; THENCE SOUTH 01°58'16" WEST ALONG SAID EDGE OF MAINTENANCE FOR 253.54 FEET; THENCE SOUTH 88°26'31" WEST FOR 40.08 FEET; THENCE NORTH 01°58'16" EAST FOR 253.47 FEET; THENCE NORTH 05°17'47" WEST FOR 48.28 FEET; THENCE SOUTH 88°15'05" WEST FOR 520.46 FEET; THENCE SOUTH 20°36'19" WEST FOR 316.50 FEET; THENCE SOUTH 69°23'41" EAST FOR 200.00 FEET; THENCE SOUTH 20°36'19" WEST FOR 50.00 FEET; THENCE NORTH 69°23'41" WEST FOR 250.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79; THENCE NORTH 20°36'19" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 400.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT D
Approximate Location of Lift Station



Exhibit D
Approximate Site Location
 Section 29,
 Township 2S Range 16W
 Bay County, Florida

Legend
 □ 50' x 50' Site



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STJOE
 St. Joe Company GIS
 Calvin W. Parris, Jr.
 8/7/14
1: Project: County: Job: Drawing: 138893.1
 2: Date: 8/7/14
 3: Author: Calvin W. Parris, Jr.
 4: Checker: Calvin W. Parris, Jr.
 5: Title: 138893.1.dwg