

## AMENDED EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by **MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, with an address of 3647 Shinnecock Lane, Green Cove Springs, FL 32043, hereinafter called "Grantor," to the **CITY OF GREEN COVE SPRINGS**, a Florida municipal corporation, with an address of 321 Walnut Street, Green Cove Springs, Florida 32043, hereinafter called "Grantee."

This Amendment is to Amend the Original Easement for Utilities recorded August 31, 2017 in Official Records Book 4008, page 1579 of the Public Records of Clay County, Florida. Said Easement being amended to add Item #3 below.

### WITNESSETH:

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. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a nonexclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground reclaimed water main extension, force main system, and water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of underground utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property legally described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water, sewer, and/or reclaimed water utility services only and does not convey any right to install other utilities including, but not limited to, cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, its successors and assigns, for the purposes aforesaid. Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement. The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

2. Grantor reserves the right and privilege to use and occupy the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee and not inconsistent with Grantee's use. Grantor shall not erect or construct any building or other structure over the Easement Area except fences and landscape architecture and shall not drill, excavate or operate any well within the Easement Area.

3. Grantor has the ability to construct parking and park on the easement with Grantor responsibility to repair any parking lot damage if repairs to the underground utility is required by Grantee.

4. All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same.

5. The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the Utility Lines and Associated Equipment located within the Easement area. At Grantor's request, and upon relocation of such lines and equipment at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

6. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the property owned by Grantor. In exercising its ingress and egress rights to the easement, Grantee shall enter and depart over routes that will occasion the least practicable damage and inconvenience to Grantor.

7. The Grantee shall maintain all Utility Lines and Associated Equipment located within the Easement Area.

8. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner and shall restore the ground, land and surface area to the condition existing prior to such installation, construction, repair, replacement or removal. Grantee shall further fully restore and replace any fencing, landscaping, drives, private roads, sidewalks or other structures or improvements removed or damaged during access, installation, construction, repair, replacement, removal or maintenance of any Utility Lines and Associated Equipment. Grantee will notify Grantor no less than 48 hours before any construction, installation, repair, replacement, removal or regularly scheduled maintenance work on the Utility Lines and Associated Equipment occurs.

9. Grantee shall have the right to mark the location of any Utility Lines and Associated Equipment by suitable markers set in the ground, but such markers when set in the ground shall be placed on fences or other locations which will not interfere with any reasonable use the Grantor shall make of the surface of the Easement Area.

10. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement for Utilities 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:

Magnolia Point Community Association,  
Inc., a Florida not-for-profit corporation

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness print name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness print name

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me by [ ] physical presence or by [ ] online notarization this \_\_\_\_ day \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of Magnolia Point Community Association, Inc., a Florida not-for-profit corporation, who is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

SEAL

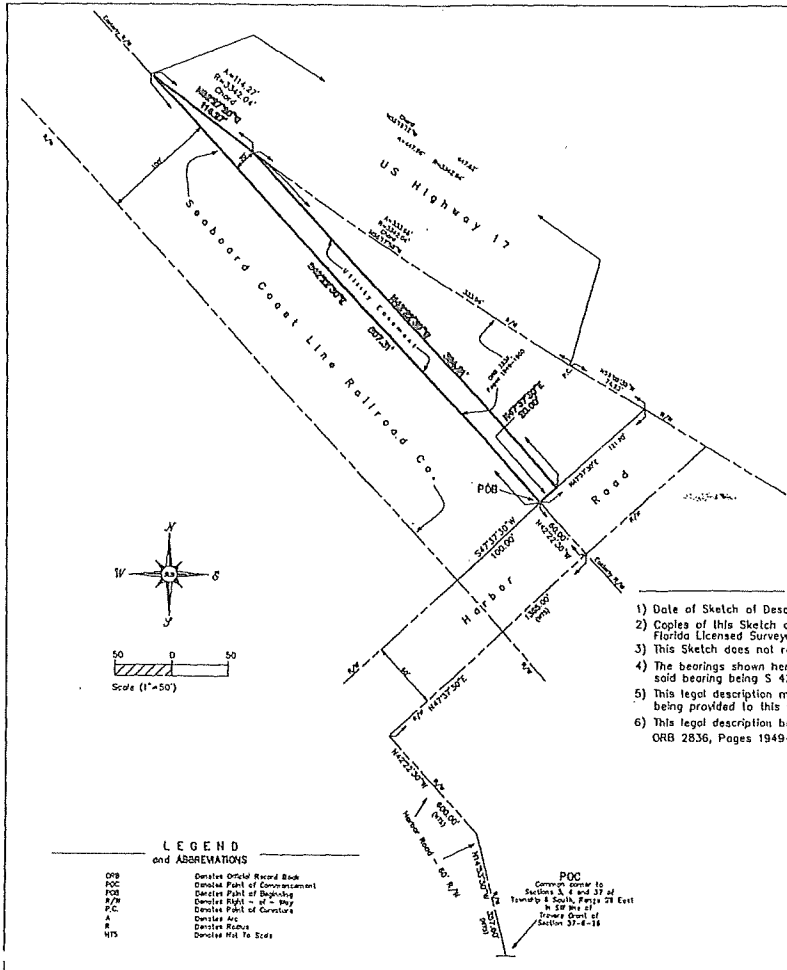
\_\_\_\_\_  
Notary signature

\_\_\_\_\_  
Notary print name  
Commission expires:

EXHIBIT "A"

EASEMENT AREA

A twenty foot (20') wide easement across the westerly boundary of Parcel 37-06-26-015722-002-01 (Bk 2836, Pg 1949 of the Public Records of Clay County, Florida), as more particularly described and shown in the sketch attached as Exhibit B.



**SKETCH OF DESCRIPTION**  
in Clay County, Florida

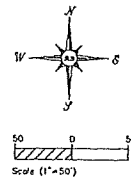
**LEGAL DESCRIPTION**

A 50% Easement being a part of the Tract of Land of Section 37, Township 8 South, Range 28 East, Clay County, Florida, and Easement being more particularly described as follows:

Commence at the corner corner to Section 3, 4 and 37 of the Township 8 South and Range, add thereon 100.00' in the Southwesterly line of the former South, aforementioned, thence run along the Easterly R/W line of Harbor Road (100' R/W) the following courses and distances: N 15°32'30" W 333.8 feet, N 42°22'30" W 500.00 feet, N 42°22'30" E 1333.0 feet to the intersection with the Easterly R/W line of the Seaboard Coast Line Railroad Co. (100' R/W) (formerly Atlantic Coast Line Railroad); thence run N 42°22'30" W, along said Easterly R/W line of the Seaboard Coast Line Railroad Co., 800.00 feet to the intersection with the Westerly R/W line of Harbor Road for the Point of Beginning of said Easement. From the Point of Beginning thence proceed on S 42°22'30" E, along said Harbor R/W line of Harbor Road, for a distance of 50.00 feet; thence run N 42°22'30" W, parallel with the Easterly R/W line of said Seaboard Coast Line Railroad Co., for a distance of 344.81 feet to an intersection with the Southwesterly R/W line of US Highway 17 and being located in a curve tangent to the Harbor Road and having a radius of 3342.04 feet; thence run in a Northwesterly direction along said Southwesterly R/W line of US Highway 17 and along the arc of said curve as measured along a short bearing a bearing of S 23°22'00" W for a chord distance of 114.23 feet to an intersection with said Easterly R/W line of the Seaboard Coast Line Railroad Co.; thence run S 42°22'30" E, along said Easterly R/W line of the Seaboard Coast Line Railroad Co., for a distance of 501.21 feet to the Point of Beginning.

**NOTES**

- 1) Date of Sketch of Description was May 9, 2017.
- 2) Copies of this Sketch of Description are not valid without the original raised seal and signature of a Florida Licensed Surveyor and Mapper!
- 3) This Sketch does not represent an actual boundary survey.
- 4) The bearings shown hereon are based on the Easterly R/W line of the Seaboard Coast Line Railroad Co.; said bearing being S 42°22'30" E (assumed).
- 5) This legal description made without benefit of abstract of title, title search, or title opinion being provided to this surveyor.
- 6) This legal description being a portion of those certain lands as described and recorded in ORB 2836, Pages 1949-1950 of the public records of Clay County, Fl.



**LEGEND**  
and ABBREVIATIONS

DRB	Deepest Official Record Book
POB	Point of Beginning
POC	Point of Commencement
R/W	Right of Way
P.C.	Point of Curvature
A	Acres
R	Radius
HTS	Distance Not To Scale

**POC**  
Corner corner to  
Sections 3, 4 and 37 of  
Township 8 South, Range 28 East  
in 20 West of 1st Range of  
Section 37-8-18

RAY DAUGHERTY  
LAND SURVEYOR, INC.

Cecil Ray Daugherty  
Florida Certificate: 15 5078  
Certificate of Authorization LR 8525  
8123 SW OR 225  
STANFORD, FLORIDA 32081  
PHONE: 904-844-8708  
CELL: 352-336-1131

City of Green Cove Springs  
Branch in Standby - GREEN COV. S.D.  
MAY 9 2017  
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