

RESOLUTION 15-96

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE CONVEYANCE OF A SIGN EASEMENT TO BAY DISTRICT SCHOOLS AND APPROVING THE MODIFICATION OF A BUFFER RESTRICTION TO ACCOMMODATE THE SIGN.

WHEREAS, Bay District Schools has determined to re-open West Bay Elementary School, and has approached the City about placing a school sign on a lift station site owned by the City; and

WHEREAS, the desired placement of the school sign is within a buffer set forth by the St. Joe company in its conveyance of the lift station site to the City; and

WHEREAS, the St. Joe Company has consented to modify the buffer restriction in the City's deed to accommodate the sign and easement requested by Bay District Schools.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Second 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 sign in an otherwise restricted buffer area, in substantially the form attached as Exhibit A 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.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Easement Agreement for Sign to The School Board of Bay County, Florida, relating to installation and maintenance of a sign for West Bay Elementary School, in substantially the form attached and presented as Exhibit B 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.

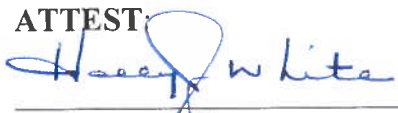
PASSED in regular session this 12th day of May, 2015.

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

SECOND AMENDMENT TO DEED RESTRICTION

THIS SECOND AMENDMENT TO DEED RESTRICTION is made as of the _____ day of _____, 2015, 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, and St. Joe and City entered into that certain Amendment to Deed Restriction recorded on November 7, 2014 in Official Records Book 3653, Page 592 of the Public Records of Bay County, Florida, (collectively the “Deed”), which Property is more particularly described in the Deed and which Deed sets forth certain restrictions; and

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 amended to include the following:

Grantee shall be permitted an area of fifteen (15) feet by fifteen (15) feet within the Buffer Area to install one (1) pole mounted sign to include one (1) illuminated panel and one (1) digital panel (“Sign”) in the northwest corner of the intersection of Highway 79 and School Drive as depicted on Exhibit E attached hereto and made a part hereof. The size of the Sign shall not exceed fifteen (15) feet by eight (i) feet. Grantee shall be permitted an area of ten (10) feet on either side of the Sign for access and maintenance, and such use shall not violate Buffer Area restrictions. . The Grantee shall use reasonable efforts to co-locate utility lines in order to minimize disturbing the landscaping in the Buffer Area.

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

IN WITNESS WHEREOF, St. Joe and City have caused these presents to be duly executed this Amendment to Deed Restriction on the day and year first above written.

Signed in the presence of

**ST. JOE TIMBERLAND COMPANY OF
DELAWARE, L.L.C.,**
a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)

)

COUNTY OF WALTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by _____ as _____ of St. Joe Timberland Company of Delaware, L.L.C., a Delaware limited liability company, on behalf of the company. He/She either [] is personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC, State of Florida

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Signed in the presence of

THE CITY OF PANAMA CITY BEACH, FLORIDA
a municipal corporation

Print Name: _____

By: _____
Mario Gisbert, City Manager

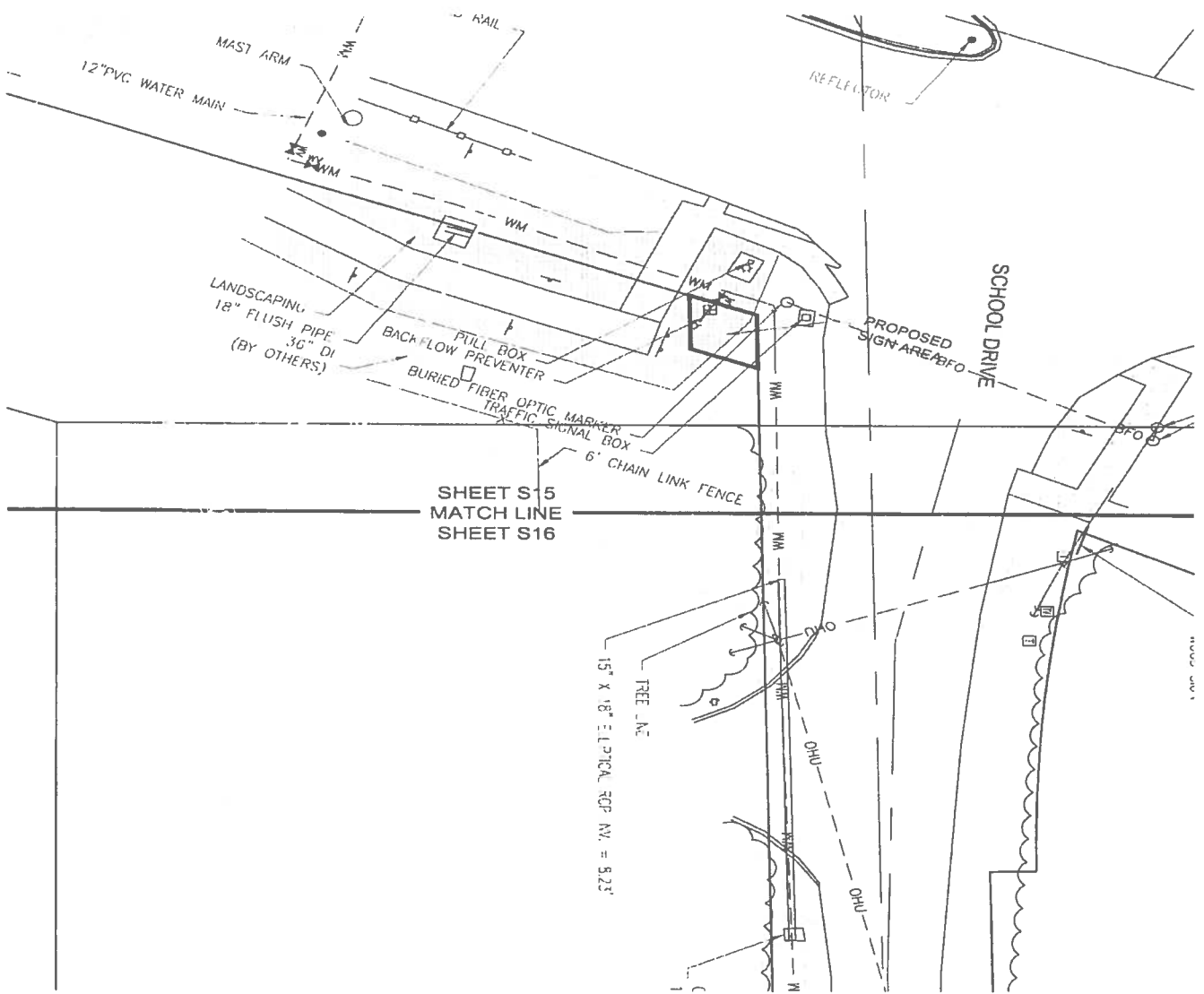
Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF BAY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by Mario Gisbert, as the City Manager of **THE CITY OF PANAMA CITY BEACH, FLORIDA**, a
municipal corporation, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC, State of Florida

Exhibit E
Approximate Location of Sign



EASEMENT AGREEMENT FOR SIGN

THIS EASEMENT AGREEMENT FOR SIGN (the “**Agreement**”) effective this ___ day of _____, 2015, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation, whose address for purposes of this instrument is 110 South Arnold Road, Panama City Beach, Florida 32413 (hereinafter referred to as “**Grantor**”) and **THE SCHOOL BOARD OF BAY COUNTY, FLORIDA**, whose address for purposes of this instrument is 1311 Balboa Avenue, Panama City, Florida 32401 (hereinafter referred to as “**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Bay County, Florida, more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Grantor Property**”); and

WHEREAS, Grantee is the owner of an educational center known as West Bay Elementary School located at 14813 School Drive, Panama City, FL 32413 in the unincorporated area of Bay County, Florida, and desires to construct and maintain a sign on the Grantor Property; and

WHEREAS, in connection with operation and maintenance of the Sign (as hereinafter defined) constructed by Grantee on the Sign Area, Grantee has requested of Grantor, and Grantor has agreed to grant to Grantee, an easement for ingress and egress to and from the Sign Area, under, upon, over and across that portion of the Grantor Property depicted and described on Exhibit “B” attached hereto and made a part hereof (the “**Sign Area**”), upon certain terms and conditions more particularly set forth below.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement. All Exhibits to this Agreement are incorporated herein by reference and form a material part of this Agreement.

2. Sign Access Easement. Grantor hereby grants, gives and conveys to Grantee, and its assigns, an easement over, across, under and through Grantor Property to erect and maintain a sign in the Sign Area for the installation and use of utility lines to service the Sign Area, and for ingress and egress to and from the Sign Area, to and from the Grantor Property, and to and from publicly dedicated streets or easement areas, and to allow Grantee’s use of the Sign Area for the other purposes stated in this grant of

easement.

3. Use and Maintenance of Sign Area. Grantee shall have the right to use to Sign Area to erect, maintain, improve, light, repair or replace a sign identifying West Bay Elementary School (the “**Sign**”). The Grantee shall be responsible for and hereby agrees to perform all maintenance and repair activities necessary or required in order to keep and maintain the Sign Area in good order and repair and in compliance with all applicable governmental requirements. Grantee shall promptly restore and replace, at its sole expense, any and all improvements within the Grantor Property and Sign Area which may be damaged or disrupted as a result of any such maintenance activities. Grantor, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Sign Area that may interfere with the easement rights granted to Grantee in this Agreement.

4. Covenants of Grantor. Grantor covenants that it will allow no improvement or natural condition on the Grantor Property to obscure the Sign from the adjacent streets, and it will not place, or allow to be placed, any signs on the Sign Area other than that belonging to Grantee.

5. Duration. This Agreement and the easements hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by each of the parties hereto.

6. Compliance with Laws. Grantee shall comply with all applicable ordinances, statutes, regulations and all other local, state and federal laws applicable to the Sign Area and any sign it places thereon, including the maintenance and repair thereof.

7. Indemnity. To the extent permitted by law, the Grantee shall indemnify and hold harmless the Grantor from and against any and all claims, actions, losses, damages and liability whatsoever arising out of or resulting from injury (including death) or property damage to any person arising out of construction or maintenance activities undertaken by the Grantee upon the Grantor Property. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Grantee beyond any statutory limited waiver of immunity, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by operation of law.

8. Notices. Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

If to Grantee:

Bay District Schools
John Bozarth
1311 Balboa Avenue
Panama City, Florida 32401

If to Grantor:

City of Panama City Beach, Florida
Attn: Mario Gisbert, City Manager
110 S. Arnold Road
Panama City Beach, Florida 32413

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by telecopy, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

9. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

10. No Assignment By Grantee. Grantee may not transfer or otherwise assign any of its rights or interest granted under this Agreement, and any purported assignment shall be null and void and shall entitle Grantor to terminate this Agreement and the easement thereby granted.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties, and shall run with the Grantor and Sign Area.

12. Recordation of Agreement. An executed original of this Agreement shall be recorded by Grantor, at Grantor's expense, among the Public Records of Bay County, Florida.

13. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantee and Grantor have executed and delivered this Agreement and have intended the same to be and become effective as of the date set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

GRANTOR:

CITY OF PANAMA CITY BEACH, FLORIDA

Mario Gisbert, City Manager

ATTEST:

Holly J. White, City Clerk

GRANTEE:

**THE SCHOOL BOARD OF BAY
COUNTY, FLORIDA**

EXHIBIT "A"

Grantor Property

DESCRIPTION: 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 $20^{\circ}36'19''$ 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 $88^{\circ}15'06''$ EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 590.94 FEET TO THE WESTERLY EDGE OF MAINTENANCE OF LAIRD PARK ROAD, THENCE SOUTH $05^{\circ}17'47''$ EAST ALONG SAID EDGE OF MAINTENANCE FOR 98.43 FEET, THENCE SOUTH $01^{\circ}58'16''$ WEST ALONG SAID EDGE OF MAINTENANCE FOR 253.54 FEET, THENCE SOUTH $88^{\circ}26'31''$ WEST FOR 454.09 FEET, THENCE SOUTH $20^{\circ}36'19''$ WEST FOR 124.65 FEET, THENCE NORTH $69^{\circ}23'41''$ WEST FOR 250.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79, THENCE NORTH $20^{\circ}36'19''$ EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 400.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Sign Area

