

RESOLUTION NO. 2022 - 186

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR, OR DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO EASEMENT AGREEMENT PRESENTED BY PEOPLES GAS SYSTEM.

RECITALS

WHEREAS, St. Johns County (hereinafter “County”) and Peoples Gas System, a division of Tampa Electric Company (hereinafter “PGS”), entered into that certain Easement Agreement dated May 3, 2016, recorded in Official Records Book 4185, Page 1903 of the Public Records of St. Johns County, Florida (the “Agreement”) covering certain real property located in St. Johns County, Florida, as more particularly described in the Agreement (“Easement Area”); and

WHEREAS, Nopetro-St. Johns County, LLC (hereinafter “Nopetro”), as lease holder pursuant to that certain Lease and Development Agreement dated March 11, 2015 between the County and Nopetro (“Lease”), subordinated its interest in the Lease and joined in the Agreement pursuant to that certain Subordination and Joinder Agreement dated April 15, 2016; and

WHEREAS, under the Agreement, the County granted PGS certain rights related to the installation, construction, and operation of the natural gas system and the compressed natural gas system over and upon the Easement Area; and

WHEREAS, PGS has sold the compressed natural gas system to Nopetro-St. Johns County, LLC; and

WHEREAS, the County and PGS desire to amend certain terms and conditions of the Agreement related to the compressed natural gas system pursuant to the terms and conditions provided in the First Amendment to Easement Agreement attached hereto as Exhibit “A,” incorporated by reference and made a part hereof; and

WHEREAS, the County has determined that entering into the First Amendment to Easement Agreement will serve the interest and welfare of the residents of St. Johns County.

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 First Amendment to Easement Agreement is hereby accepted by the Board of County Commissioners and the Chair, or designee, is hereby authorized to execute said Agreement.

Section 3. To the extent that there are typographical 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 First Amendment to Easement Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED this 7 day of June, 2022, by the Board of County Commissioners of St. Johns County, Florida.

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

BY: Henry Dean
Henry Dean, Chair

Rendition Date 6/9/22

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Sam Halterman
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

FIRST AMENDMENT TO EASEMENT AGREEMENT

This FIRST AMENDMENT TO EASEMENT AGREEMENT (this "First Amendment") is executed and given this ___ day of June, 2022, between ST. JOHNS COUNTY, a political subdivision of the State of Florida (the "County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, a Florida corporation ("PGS"), whose address is P.O. Box 2562, Tampa, Florida 33601.

WITNESSETH:

WHEREAS, County, and PGS entered into that certain Easement Agreement dated May 3, 2016, recorded in Official Records Book 4185, Page 1903 of the Public Records of St. Johns County, Florida (the "Agreement") covering certain real property located in St. Johns County, Florida, as more particularly described in the Agreement ("Easement Area"); and

WHEREAS, Nopetro-St. Johns County, LLC ("Nopetro"), as lease holder pursuant to that certain Lease and Development Agreement dated March 11, 2015 between County and Nopetro ("Lease"), subordinated its interest in the Lease and joined in the Agreement pursuant to that certain Subordination and Joinder Agreement dated April 15, 2016;

WHEREAS, under the Agreement the County granted PGS certain rights related to the installation, construction, and operation of the natural gas system and the compressed natural gas system over and upon the Easement Area; and

WHEREAS, PGS has sold the compressed natural gas system to Nopetro-St. Johns County, LLC ("Nopetro"); and

WHEREAS, County, and PGS desire to amend certain terms and conditions of the Agreement related to the compressed natural gas system pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County, and PGS hereby agree as follows:

1. The foregoing recitals are true and accurate and are incorporated herein by this reference. Capitalized terms used herein but not defined shall have the respective meanings attributed to them in the Agreement.

2. Section 1 of the Agreement is hereby deleted and of no further force and effect and the following shall be inserted in lieu thereof:

The County grants to PGS a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the

natural gas delivery system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the natural gas service ("Utility Lines and Associated Equipment"), over and upon the real property described in Exhibit A (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for natural gas services only and does not convey any right to install other utilities such as cable television service lines.

3. Section 4 of the Agreement is hereby deleted and of no further force and effect and the following shall be inserted in lieu thereof:

The easement granted by this instrument may be relocated to a location acceptable to the PGS at any time upon the County's request provided that the County bears the cost of relocating the Utility Lines and Associated Equipment related to utility lines and facilities located within the Easement Area. At the County's request, and upon relocation of such lines at the County's expense, PGS and the County 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 County.

4. Section 6 of the Agreement is hereby deleted and of no further force and effect and the following shall be inserted in lieu thereof:

PGS shall maintain all elements of the natural gas distribution system.

5. Section 8 of the Agreement is hereby deleted in its entirety and of no further force and effect.

6. Section 10 of the Agreement is hereby deleted and of no further force and effect and the following shall be inserted in lieu thereof:

Except for those matters set forth in the Lease, PGS shall not provide any third party the use or enjoyment of any of the rights conveyed under this First Amendment without first obtaining the County's written consent, which consent shall not unreasonably be denied. PGS shall provide such use or enjoyment to a third party only to the extent necessary to assist PGS in fulfilling the rights and obligations conveyed under this First Amendment.

7. Both parties acknowledge that this First Amendment has been entered into due to termination of the CNG Infrastructure Agreement between PGS and Nopetro. This First Amendment shall be recorded into the public records of St. Johns County within 30 days of termination of the CNG Infrastructure Agreement.

8. This First Amendment may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all which counterparts, when taken together, shall be deemed to constitute one and the same agreement. To facilitate the execution and delivery of this First Amendment, the parties may execute and exchange counterparts of the signature pages by facsimile or PDF, and the signature page of either party to any counterpart may

be appended to any other counterpart. This First Amendment shall be governed by and construed in accordance with the laws of the State of Florida. All terms of the Agreement not amended by this First Amendment shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement and the terms hereof, this First Amendment shall control. Except to the extent otherwise provided herein, the entry into this First Amendment does not waive any of the parties' respective rights under the Agreement and does not relieve them of their obligations under the Agreement. In the event of any dispute arising under this First Amendment, the prevailing party shall be entitled to its costs including reasonable attorneys' fees through all trial and levels of appeal.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

Signed, Sealed and
Delivered in the
Presence of:

ST. JOHNS COUNTY
A political subdivision of the State of Florida

Print name: _____

By: _____
Name:
Title:

Print name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by means of physical presence or online notarization by _____ as _____ of St. Johns County, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

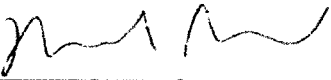
Notary: Print or Type Name

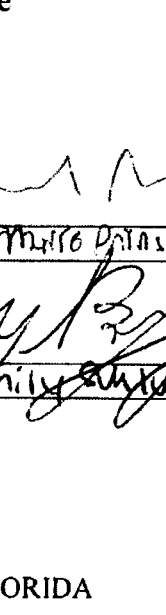
My Commission Expires: _____

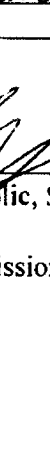
[Signatures continue on following page]

Signed, Sealed and
Delivered in the
Presence of:

PEOPLES GAS SYSTEM
a division of Tampa Electric Company


Print name: Marisa Datasck


Print name: Emily Sukloff

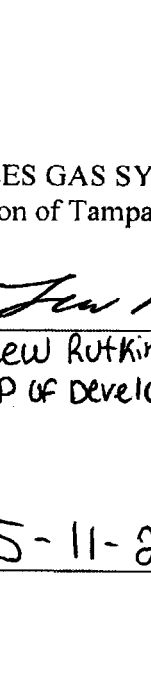
By: 
Name: Lew Rutkin
Title: VP of Development

Date: 5-11-2022

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11 day of May, 2022 by means of physical presence or online notarization by Lew Rutkin as vp of Development of Tampa Electric, who is personally known to me or has produced _____ as identification.


Notary Public, State of Florida

Emily SUKLOFF
Notary: Print or Type Name

My Commission Expires: 12-02-2022

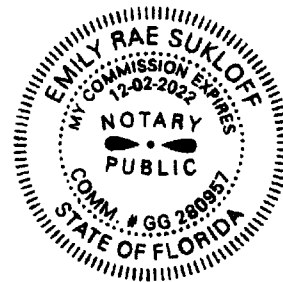


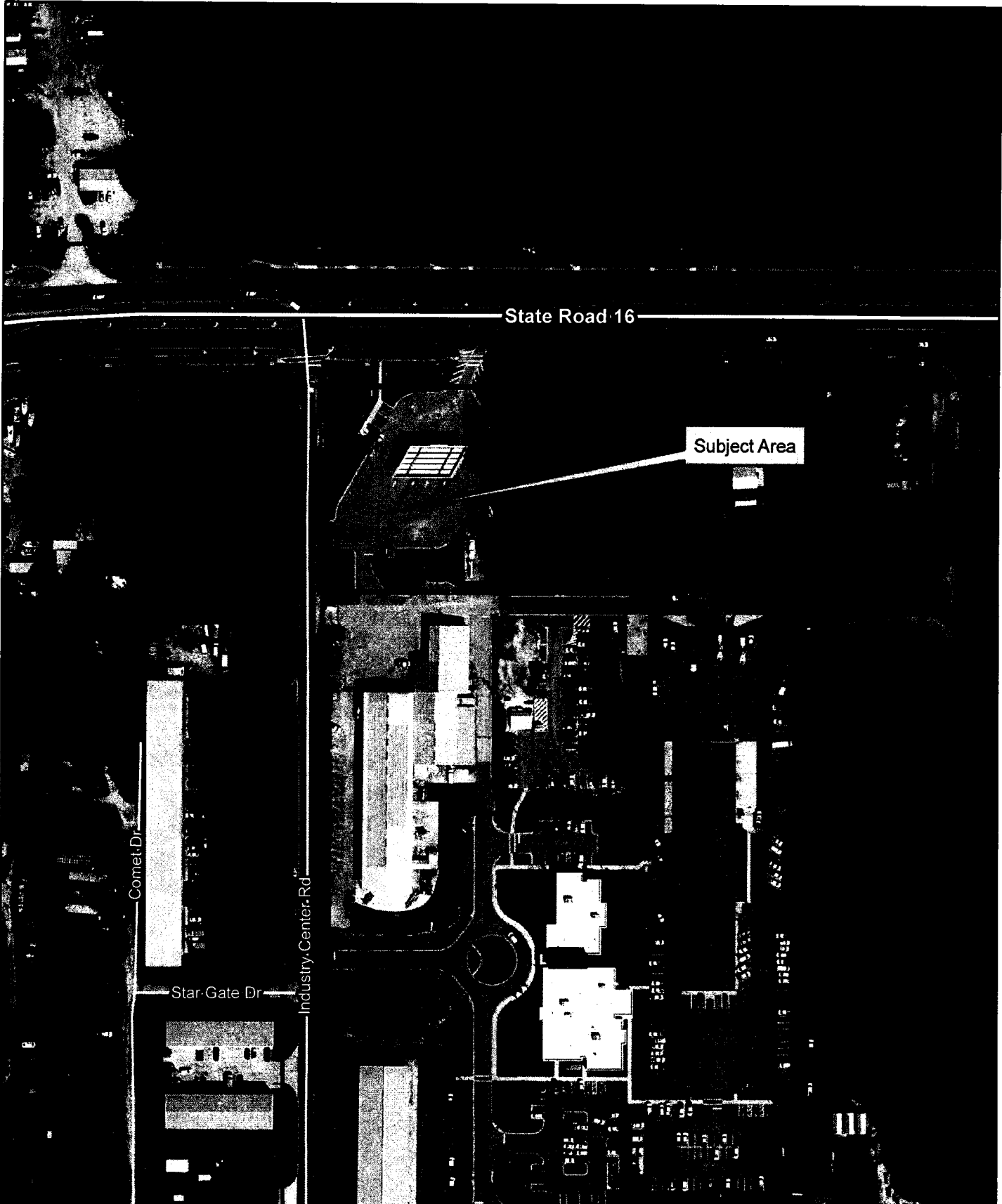
EXHIBIT A

EASEMENT AREA

A TRACT OF LAND IN GOVERNMENT LOT 3, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING, START AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 16 (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EAST RIGHT OF WAY LINE OF INDUSTRIAL CENTER ROAD (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89°55'47" EAST, ALONG THE SAID SOUTH RIGHT OF WAY OF STATE ROAD 16, A DISTANCE OF 240.00 FEET; THENCE SOUTH 00°04'13" WEST, ALONG THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS 2467, PAGE 1170, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, AND ALONG ITS SOUTHERLY PROLONGATION, A DISTANCE OF 280.49 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 54.80 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 40.23 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 64.26 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 25.39 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 92.12 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 36.97 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE 28.75 FEET; THENCE NORTH 00°04'13" EAST, ALONG THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF INDUSTRIAL CENTER ROAD, A DISTANCE OF 228.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.42 ACRES MORE OR LESS.



State Road 16

Subject Area

Comet Dr

Star-Gate Dr

Industry-Center-Rd



2019 Aerial Imagery



May 3, 2022

First Amendment to Easement *Peoples Gas System*

Land Mgmt. Systems
Real Estate Division
209-0764

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.

