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**CITY OF MARATHON, FLORIDA
RESOLUTION 2008-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, APPROVING A FIRST AMENDMENT TO
DECLARATION OF NON-EXCLUSIVE IRREVOCABLE EASEMENT; AND
AUTHORIZING IT'S RECORDING IN THE PUBLIC RECORDS OF
MONROE COUNTY, FLORIDA**

WHEREAS, the City of Marathon, Florida (the "City") and Johns Lake Pointe II, LLC (the "Grantee") have heretofore entered into a Declaration of Non-Exclusive Irrevocable Easement (hereinafter referred to as the "Easement") dated June 12, 2006 and recorded on January 9, 2007 in the public records of Monroe County, Florida at Official Records Book 2264, page 796; and

WHEREAS, the parties desire to amend said Easement as set forth below;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF MARATHON, FLORIDA, THAT:**


Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. The First Amendment to Declaration of Non-Exclusive Irrevocable Easement, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute such document and record it in the public records of Monroe County.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 26th day of February, 2008.

THE CITY OF MARATHON, FLORIDA



Edward P. Worthington, Mayor

AYES: Bull, Cinque, Tempest, Vasil, Worthington
NOES: None
ABSENT: None
ABSTAIN: None

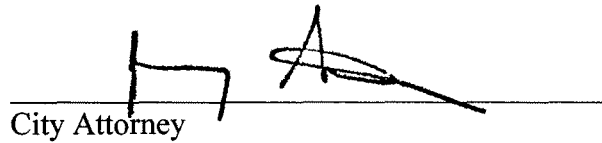
ATTEST:



Diane Clavier,
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**


City Attorney

**FIRST AMENDMENT TO
DECLARATION OF NON-EXCLUSIVE IRREVOCABLE EASEMENT**

THIS FIRST AMENDMENT TO DECLARATION OF IRREVOCABLE EASEMENT is made and entered into this ____ day of February, 2008, by and between the City of Marathon, a political subdivision of the State of Florida, County of Monroe, its successors and assigns, having an address of 10045-55 Overseas Highway Marathon, Florida 33050 (hereinafter referred to as the "Grantor") and Johns Lake Pointe II, LLC, a Florida limited liability company, its successors and assigns (hereinafter referred to as the "Grantee") having an address of 1650-302 Margaret Street, PMB 382, Jacksonville, Florida 32204.

R E C I T A L S

A. The parties have heretofore entered into a Declaration of Non-Exclusive Irrevocable Easement (hereinafter referred to as the "Easement") dated June 12, 2006 and recorded on January 9, 2007 in the public records of Monroe County, Florida at Official Records Book 2264, page 796; and

B. The parties desire to amend said Easement as set forth hereinafter.

NOW THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made (unless otherwise specified, all capitalized terms herein shall have the same meaning as set forth in the Easement).

1. **Recitals Correct.** The foregoing Recitals are true and correct and are by this reference incorporated herein and made a part hereof.

2. **Grant of Easement.** Section 1 of the Easement is hereby deleted and replaced with the following:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee and its successors and assigns and unto the owners and occupants of all or part of the Johns Lake Parcel, their heirs, legal representatives, successors and assigns, and unto their servants, agents, employees, guests, licensees, and invitees, a perpetual

Clarence F. Frazier
PRINT NAME: Clarence F. Frazier
H. Dawson Lyal
PRINT NAME: H. Dawson Lyal

As to the Grantee:

Johns Lake Pointe II, LLC, a Florida limited liability company,

By: Max Suter (SEAL)
Max Suter
Its Managing Member

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 7th day of March, 2008 by Max Suter, as sole managing member of Johns Lake Pointe II, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced a N/A as identification.

H. Dawson Lyal
Notary Public
State of Florida at Large

