

RESOLUTION NO: 92-21

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA APPROVING A DEED OF EASEMENT
FROM THE COUNTY TO SOUTHERN BELL TELEPHONE AND TELEGRAPH
COMPANY.

WHEREAS, it is necessary for St. Johns County to grant an easement as described in Deed of Easement as Exhibit A attached hereto and made a part hereof to Southern Bell Telephone and Telegraph Company for the placement of additional equipment to handle the expansion of the criminal justice facility and the new courthouse complex; and

WHEREAS, it is in the best interest of St. Johns County to grant the easement to Southern Bell Telephone and Telegraph Company for the use and benefit of the Southern Bell Telephone and Telegraph Company.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA as follows:

1. A Deed of Easement in substantially the form attached hereto as exhibit A in favor of the Southern Bell Telephone and Telegraph Company shall be executed by the Chairman of the Board of County Commissioners and forwarded to Southern Bell Telephone and Telegraph Company along with a certified copy of this resolution by registered mail to the attention of Mr. Robert De Vane, Engineering Department, Room 108, 3100 Emerson St., Jacksonville, Florida 32207.

2. The Deed of Easement shall be duly recorded by Southern Bell Telephone and Telegraph Company in the official public records of St. Johns County, Florida.

PASSED AND ADOPTED this 11th day February 1992.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Linda Balsavage
Its Vice Chairman

ATTEST: Carl "Bud" Markel, Its Clerk

By: Wanda Carter
Deputy Clerk

DEED OF EASEMENT

The undersigned owner(s) of the premises herein described ("Grantor"), for and in consideration \$10.00 and other good and valuable consideration, the adequacy and receipt of which are acknowledged, hereby grant, sell and convey to Southern Bell Telephone and Telegraph Company, a Georgia corporation, authorized to do business in Florida, whose post office address is 20A53 Southern Bell Center, Atlanta, Georgia 30375, its successors, assigns and affiliated and associated companies ("Grantee"), an exclusive easement for the construction, operation and maintenance of telecommunications electrical equipment structures and associated cables, as well as appurtenant facilities reasonably required for the support, use, operation and maintenance of such equipment structures to be installed from time to time with the right to reconstruct, improve, add to, enlarge and remove the same on, in or over the premises described in the attached Exhibit "A".

Grantee shall have the right of ingress, egress, and regress to and upon said Premises at all time for the purposes of installing, constructing, operating, inspecting, maintaining and reporting its facilities. The Grantee shall have the right to clear and keep the Premises clear of all trees, undergrowth, or other obstructions and trim, cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the Premises which might interfere with the lines or systems of communication or electric power serving the Grantee.

The grant of this Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Premises to the extent that such uses does not interfere with the rights granted herein. Any ad valorem taxes accruing from Grantee's improvements shall be chargeable to and paid by Grantee when due if separately assessed by the taxing authority as the personal or real property of Grantee. The Grantee shall be liable for personal injuries and damage to real or personal property that may result from its use of the Premises, and shall indemnify the Grantor in the event Grantor is required to pay any claim arising from said use by Grantee.

This Easement shall run with the land in perpetuity and shall be binding on and shall inure to the benefits of the parties hereto, their successors or assigns.

In Witness Whereof, the undersigned Grantor has executed this Deed of Easement, this 11th day of Feb., 1992.

Signed, Sealed and Delivered
in the presence of:

[Signature]
[Signature]
Witness

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
By: [Signature]
Vice Chairman

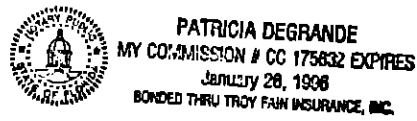
ATTEST: CARL "BUD" MARKEL, CLERK

BY: [Signature]
Deputy Clerk

THE FOREGOING INSTRUMENT was acknowledged before me this 11th day of Feb., 1992 by Linda Balsavage and Yvonne Carter, as Vice Chairman and Dep. Clerk, respectively, by authority and on behalf of the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY.

[Signature]
Notary Public State of Florida

My Commission Expires:



An easement for utility purposes in Section 36, Township 6 South, Range 29 East, St. Johns County, Florida as follows

Commencing at the intersection of the northerly right-of-way line of County Road 16-A (an 80' right-of-way as presently established) and the westerly right-of-way line of "A" Avenue (a 70' Right-of way as presently established); thence South 81 degrees 43 minutes 42 seconds West along said northerly right-of way line 39.26 feet to the Point of Beginning of the parcel to be described; thence continue south 81 degrees 43 minutes 42 seconds along said line 5.00 feet; thence North 08 degrees 16 minutes 18 seconds West 49.45 feet; thence North 81 degrees 43 minutes 42 seconds East 17.00 feet; thence South 27 degrees 56 minutes 43 seconds East 32.0 feet; thence South 29 degrees 06 minutes 01 seconds West 11.16 feet; thence south 08 degrees 16 minutes 18 seconds east 10.45 feet; to the Point of Beginning

Containing 943 square feet, more or less.

Exhibit "A"

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared Affiant, Fred Brinkhoff Jr., Chairman of the Board of County Commissioners of St. Johns County, Florida on behalf of BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA a political subdivision of the State of Florida, hereinafter "County", who being by me first duly sworn on oath, deposes and says:

1. County is the owner of the following property:

Property described on attached Schedule A which description is made a part hereof by reference as though fully and completely described herein.

2. County is in exclusive full, complete and undisputed possession of the above described property; there are no leases, options, claims, unpaid taxes, assessment or interest of any kind held thereon; title has not been transferred; and said property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature and description, except as shown in Title Commitment #348234 by American Pioneer Title Insurance Company, a copy of which is attached as Schedule B.

3. The above described property is vacant land and there have been no improvements on subject property, and there are no parties who have any claim or right to a lien for services, labor, or material in connection with the property.

4. There are no parties other than the County in possession of, or claiming possession of, the property containing the proposed easement.

5. No judgements or decrees, which remain unsatisfied, have been entered in any Court of the State of Florida or the United States, against the County.

6. This affidavit is made for the purpose of inducing BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY to accept the easement on the property described above and inducing AMERICAN PIONEER TITLE INSURANCE COMPANY hereinafter "APTIC", to authorize NORTH FLORIDA TITLE COMPANY hereinafter "Policy Issuing Agent", to issue APTIC's Policies of Title Insurance insuring the conveyance to the purchaser.

7. No matters are pending against the County which could give rise to a lien that could attach to the property between the current effective date of the commitment for title insurance by American Pioneer Title Insurance Company (No. C-348 234, dated March 20, 1992 and the recordation of the interest to be insured pursuant to such title insurance commitment, and County has not and will not execute any instrument which could adversely effect the title or interest to be insured.

8. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements in an instrument of this nature. Affiant affirms he has read the foregoing affidavit and fully understands the facts contained herein. For the purposes of this affidavit, the use of the word "he" is intended and understood to mean all persons executing this affidavit be it "he", "she" or "they, and singular shall include plural. when indicated.

FURTHER, Affiant sayeth naught,

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *JL Neely*

Chairman

ATTEST: CARL "BUD" MARLKEK, CLERK

BY: *Carl Bud Marlkel*

Its Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I am a notary public of the state of Florida, and my
commission expires: January 26, 1996

THE FOREGOING INSTRUMENT was acknowledged before me
on June 23, 1992 by Fred Brinkhoff Jr., Chairman of
the Board of County Commissioners of St. Johns County,
Florida who is personally known to me ~~or~~ has
produced ~~as identification and did take an~~
oath.

Signature Patricia DeGrande
Notary Public



PATRICIA DEGRANDE
MY COMMISSION # CC 175832 EXPIRES
January 26, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

Print Name Patricia DeGrande

Notary Seal

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Containing 943 square feet, more or less.

Schedule "A"