

RESOLUTION NO. 98-130

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING AN ACCESS EASEMENT TO A COMMUNICATIONS TOWER SITE LOCATED EASTERLY OFF U.S. 1 APPROXIMATELY 1 MILE NORTH OF I-95 INTERCHANGE.

WHEREAS, it is required by Ordinance the County have access to communications tower sites for periodic inspections or for dismantling the tower if the tower does not comply with St. Johns County Ordinance No. 97-05 or becomes abandoned; and

WHEREAS, acceptance of this easement does not constitute any maintenance or construction responsibility and access is given for reasons or purposes referred to herein; and

WHEREAS, the Easement as described in Exhibit "A", incorporated by reference and made a part hereof, conveys to St. Johns County the required access.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida as follows:

1. The Easement as described in Exhibit "A" is hereby accepted for the herein stated purpose.
2. The Clerk is authorized to record the executed Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 14 day of July, 1998.

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

BY: Moses A. Floyd
Moses A. Floyd, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Christina DeHonde
Deputy Clerk

5
1723
Prepared by and when recorded
return to:
Liz Finnegan
Sprint PCS
12735 Gran Bay Pkwy. West, Ste. 1100
Jacksonville, FL 32258

Easement for Tower Removal

This Easement for Tower Removal is made this 12TH day of JUNE, 1998, by Rayonier Timberlands Operating Co. ("Grantor") in favor of St. Johns County, Florida ("Grantee").

WITNESSETH

WHEREAS, Grantor has leased a portion of its real property, located in St. Johns County, Florida, to SprintCom, Inc. ("Lessee"), who intends to construct a tower thereon, which real property (the "Premises") is shown on the attached Schedule "A"; and

WHEREAS, as a condition of its approval to allow Lessee to construct its tower on the Premises, Grantee requires Lessee, in compliance with its Ordinance Section 7-9-19, to (a) post a bond or other security instrument providing for the removal of the tower if Lessee does not remove the tower in compliance with Section 7-9-13 of the St. Johns County Ordinances, and to (b) obtain an easement from the property owner enabling the Grantee to access and remove the tower in such event.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grant, convey, bargain and transfer to Grantee, its successors and assigns in perpetuity, an unobstructed right-of-way and easement with the right, privilege and authority to said Grantee, its successors and assigns, of ingress, egress and access to remove the tower, on, along, over, through and across the Premises.

The right-of-way and easement granted herein shall allow Grantee and Grantee's staff, agents, contractors, successors and assigns the right to enter the Premises for the purposes of tests, inspections, removal and/or dismantling of the tower in the event the tower is abandoned and not removed by Lessee in compliance with Section 7-9-13 referred to herein. The right-of-way and easement granted herein shall be irrevocable and perpetual, provided, however, that once the tower is removed from the Premises, this easement shall be deemed terminated and all rights granted hereunder shall cease.

[Signatures begin on the following page.]

Rec-2100
Sur-300
Sprint - P. Degrad
Bill Co -

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the date first above written.

RAYONIER TIMBERLANDS OPERATING COMPANY, L.P., Limited Partnership
By its Managing General Partner
RAYONIER FOREST RESOURCES COMPANY
(P.O.Box 728, Fernandina Beach, Fl 32034)

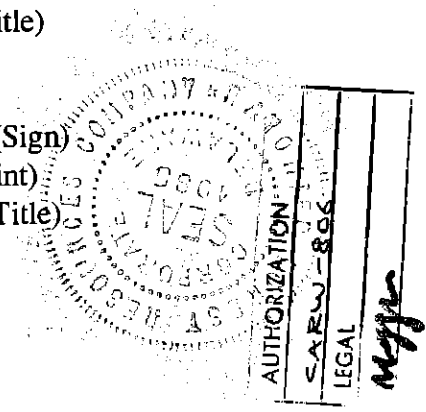
Witnesses:

[Signature] (Sign)
JD ROACH (Print)

By: W.D. Erickson (Sign)
W.D. ERICKSEN (Print)
As Its: DIRECTOR, SEFR (Title)

[Signature] (Sign)
Jana Thompson (Print)

ATTEST: [Signature] (Sign)
MARY J BERGER (Print)
As Its: Assistant Secretary (Title)



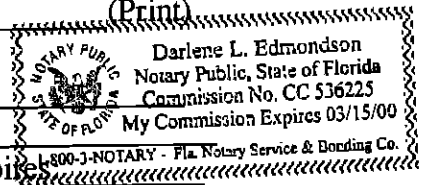
STATE OF Florida
COUNTY OF Nassau

BEFORE ME the undersigned authority personally appeared W.D. Erickson and MARY J. Berger, as Director, SEFR and Assistant Secretary, respectively, of **RAYONIER FOREST RESOURCES COMPANY**, Managing General Partner, by authority and on behalf of **RAYONIER TIMBERLANDS OPERATING COMPANY, L.P.**, Limited Partnership, a Delaware limited partnership, who acknowledged before me the execution of this instrument by authority and on behalf of said Limited Partnership. Both are personally known to me.

IN WITNESS WHEREOF I have set my hand and seal upon this 24 day of June, 1998.

[Signature] (Sign)
(Print)

NOTARY PUBLIC
State of _____
Commission No. _____
My Commission Expires _____



ACKNOWLEDGEMENT

I, **W. D. ERICKSEN**, as Director of Forest Resources, of RAYONIER FOREST RESOURCES COMPANY, as Managing General Partner of **RAYONIER TIMBERLANDS OPERATING COMPANY, L.P., Limited Partnership**, with mailing address as 4 North 2nd Street (P.O. Box 728), Fernandina Beach, Florida 32034, on behalf of said limited partnership do hereby acknowledge and agree to the following:

1. That the easement required to service the area leased by Sprint PCS for construction of a communications tower is thirty (30) feet; and
2. Lessee has the right to up grade the Easement Premises and shall be responsible for all costs associated with further development of said thirty (30) foot easement in order to maintain compliance with all applicable St. Johns County Land Development Regulations.

Acknowledged this 12th day of JUNE, 1998, by:

W. D. Erickson

W. D. ERICKSEN

As: Director Forest Resources

J. D. Roach (sign)

J. D. ROACH (print)

Darlene Edmundson (sign)

DARLENE EDMUNDSON (print)

L:\SEFR\AGREEMENT\SPRINT(5/29/98)

AUTHORIZATION
CARW-806
LEGAL

[Handwritten signature]

LEGAL DESCRIPTION: 100 FOOT BY 100 FOOT TOWER SITE (BY SURVEYOR)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 33, AS PRESENTLY MONUMENTED BY A FOUR INCH BY FOUR INCH COQUINA MONUMENT; THENCE NORTH 89 DEGREES 19 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1192.11 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 09 SECONDS EAST, ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 63.25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 00 DEGREES 40 MINUTES 09 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL TO SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 09 SECONDS WEST, ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 51 SECONDS EAST, ALONG A LINE PARALLEL TO SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

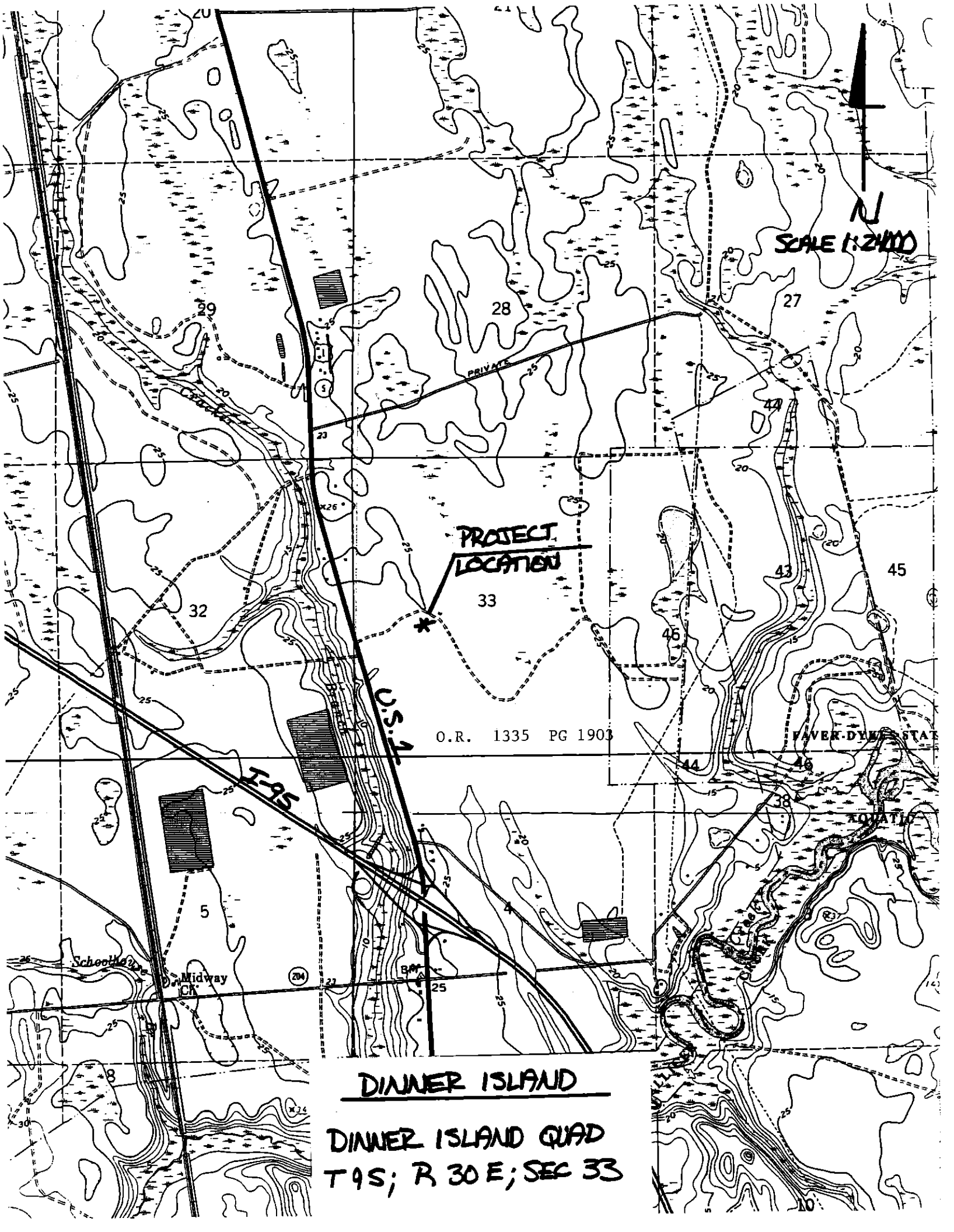
SAID PARCEL CONTAINING 10,000.0 SQUARE FEET OF LAND MORE OR LESS.

LEGAL DESCRIPTION: 30 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT (BY SURVEYOR)

A 30 FOOT STRIP OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 33, AS PRESENTLY MONUMENTED BY A FOUR INCH BY FOUR INCH COQUINA MONUMENT; THENCE NORTH 89 DEGREES 19 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1192.11 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 09 SECONDS EAST, ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 63.25 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL TO SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 09 SECONDS WEST, ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED STRIP OF LAND; THENCE SOUTH 72 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 20.60 FEET; THENCE SOUTH 64 DEGREES 27 MINUTES 19 SECONDS WEST A DISTANCE OF 302.49 FEET; THENCE SOUTH 43 DEGREES 35 MINUTES 43 SECONDS WEST A DISTANCE OF 258.56 FEET; THENCE SOUTH 66 DEGREES 04 MINUTES 40 SECONDS WEST A DISTANCE OF 288.67 FEET; THENCE SOUTH 72 DEGREES 20 MINUTES 17 SECONDS WEST A DISTANCE OF 93.62 FEET; THENCE SOUTH 62 DEGREES 32 MINUTES 55 SECONDS WEST A DISTANCE OF 178.66 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NUMBER 1; THENCE NORTH 16 DEGREES 29 MINUTES 10 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 30.56; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 62 DEGREES 32 MINUTES 55 SECONDS EAST A DISTANCE OF 175.41 FEET; THENCE NORTH 72 DEGREES 20 MINUTES 17 SECONDS EAST A DISTANCE OF 94.55 FEET; THENCE NORTH 66 DEGREES 04 MINUTES 40 SECONDS EAST A DISTANCE OF 281.07 FEET; THENCE NORTH 43 DEGREES 35 MINUTES 43 SECONDS EAST A DISTANCE OF 258.12 FEET; THENCE NORTH 64 DEGREES 27 MINUTES 19 SECONDS EAST A DISTANCE OF 310.23 FEET; THENCE NORTH 72 DEGREES 55 MINUTES 04 SECONDS EAST A DISTANCE OF 27.15 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 51 SECONDS EAST, ALONG A LINE PARALLEL TO SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 34.33 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 09 SECONDS EAST, ALONG A LINE PERPENDICULAR TO SAID NORTH LINE A DISTANCE OF 30.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 51 SECONDS WEST, ALONG A LINE PARALLEL TO SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.81 ACRES OF LAND MORE OR LESS.



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SCALE 1:2400

PROJECT
LOCATION

O.R. 1335 PG 1903

FAVER-DYNE STATE

DINNER ISLAND

DINNER ISLAND QUAD
T 9 S; R 30 E; SEC 33