

RESOLUTION NO. 2000-20

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN ACCESS EASEMENT TO A COMMUNICATIONS TOWER SITE LOCATED OFF OLD SR 207 AND WEST OF SCOVILLE ROAD.

WHEREAS, it is required by the St. Johns County Land Development Code, Section 6.08.12,N.S.2, Communications Antenna Towers, the County be conveyed an access easement to communications tower sites for periodic inspections or for dismantling the tower if the tower does not comply with the Land Development code or becomes abandoned; and

WHEREAS, acceptance of this easement does not constitute any maintenance or construction responsibility and this easement 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 purposes.
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 22nd day of February, 2000.

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

BY: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Debra A. Strickland
Deputy Clerk

EXHIBIT A TO RESOLUTION

TEMPORARY ACCESS EASEMENT

This Temporary Access Easement, made this _____ day of _____, 2000, by John W. Sykes and Edna P. Sykes, as husband and wife, having an address of 5385 Braugh Road, Elkton, FL 32033 ("Grantor"), to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, P. O. Drawer 349, St. Augustine, Florida 32085-0349 ("Grantee").

WITNESSETH:

WHEREAS, Grantor, as Optionor, has entered into that Option and Ground Lease Agreement dated May 6, 1999 (the "Lease") with TC Florida Towers II, L.L.C., a limited liability company ("Optionee") regarding a parcel of land located at 5660-T Old State Road 207, Elkton, County of St. Johns, State of Florida, more particularly described on **Exhibit A** attached hereto (the "Leased Premises");

WHEREAS, the Lease contemplates the construction by Optionee of a telecommunications tower (the "Tower") on the Leased Premises;

WHEREAS, Section 6.08.12 of the St. Johns County Land Development Code (the "Zoning Ordinance") requires the dismantling and removal of telecommunications towers after abandonment;

WHEREAS, Section 6.08.12 (S) of the Zoning Ordinance requires the fee owner of the land underlying telecommunications tower to grant an easement to St. Johns County for access to the tower site for removal of an abandoned tower not complying with the Section 6.08.12 (N) time periods for removal of an abandoned tower;

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, an easement over the lands of Grantor more particularly described on **Exhibit B** hereto (the "Easement Area") for ingress and egress to the Leased Premises only for the purpose of removing the Tower if the Tower is in violation of Section 6.08.12 (N) of the Zoning Ordinance, with the right, privilege, and authority of Grantee, its successors and assigns, to enter on to the Leased Premises and to remove the Tower therefrom in accordance with and subject to the requirements of Section 6.08.12 (N) of the Zoning Ordinance.

Armstrong

The Grantor warrants to Grantee that it has good and indefeasible fee simple title to the above described land and the authority to enter into this Easement.

This Easement shall terminate automatically upon removal of the Tower from the Leased Premises, whether removed by the Lessee, Grantor or Grantee. At the request of Grantor, Grantee shall execute a recordable document evidencing such termination. If Grantee shall fail to execute such a document within thirty (30) days of Grantor's request, Grantor may record an affidavit certifying that the Tower has been removed and that this Easement has terminated.

Grantor reserves the right at its expense to relocate the Easement Area at any time and from time to time to permit convenient use of Grantor's property, provided that the relocated easement shall provide to Grantee substantially the same ingress and egress rights herein granted. Any such relocated easement shall be evidenced by an amendment to the Easement executed by Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Cheryle Cooper
Name: Cheryle Cooper

By: John W. Sykes
Print Name: John W. Sykes,
as husband

Christina Leckstein
Name: Christina Leckstein

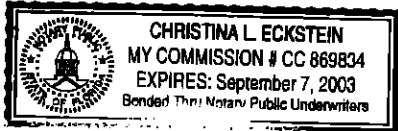
Cheryle Cooper
Name: Cheryle Cooper

By: Edna P. Sykes
Print Name: Edna P. Sykes,
as wife

Christina Leckstein
Name: Christina Leckstein

STATE OF FLORIDA
COUNTY OF ST. JOHNS

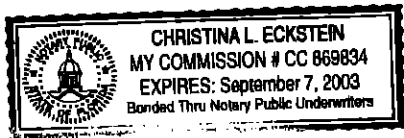
The foregoing instrument was acknowledged before me this 27 day of January 2000, by John W. Sykes, as husband, who is either personally known to me or () has produced _____ identification..



Christina Leckstein
Notary Public, State of Florida
Print Name: Christina Leckstein
My Commission Expires: 9-7-2003

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 27th day of January 2000, by Edna P. Sykes, as Wife, who is either personally known to me or () has produced _____ identification..



Christina Leckstein
Notary Public, State of Florida
Print Name: Christina Leckstein
My Commission Expires: 9-7-2003

GRANTEE:

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida

Name: _____

Name: _____

By: _____
Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2000 by _____, the _____ of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County. He/she is personally known to me or produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

Exhibit "A"

Leased Premises

A parcel of land lying in Section 38, Township 08 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the northeast corner of the Bartolo Solano Grant and the northeast corner of Section 38, Township 08 South, Range 28 East, said point being on the centerline Scoville Road (a 50 foot right-of-way); thence S00° 05' 00"E along said centerline for 2475.06 feet; thence S89° 55' 00"W for 25.00 feet to an intersection with the west right-of-way line of said Scoville Road; thence continue S89° 55' 00"W for 100.00 feet; thence N00° 05' 00"W for 100.00 feet; thence N89° 55' 00"E for 100.00 feet; thence S00° 05' 00"E for 100.00 feet to the point of beginning. Said parcel of land situate, lying, and being in St. Johns County, Florida, containing 10,000 square feet more or less.

Exhibit "B"

Easement Area

and utilities

A 30.00 foot wide easement for ingress/egress ^{and utilities} lying 15.00 feet on both sides of the following described centerline: Commence at the northeast corner of the Bartolo Solano Grant and the northeast corner of Section 38, Township 08 South, Range 28 East, said point being on the centerline Scoville Road (a 50 foot right-of-way); thence S00° 05' 00"E along said centerline for 2475.06 feet; thence S89° 55' 00"W for 25.00 feet to an intersection with the west right-of-way line of said Scoville Road; thence continue S89° 55' 00"W for 270.32 feet; thence N00° 05' 00"W for 25.00 feet to the point of beginning of the herein described centerline; thence N89° 55' 00"E for 50.12 feet, thence S30° 00' 00"E for 195.93 feet to an intersection with the northly right-of-way line of Old State Road 207 (a 50 foot right-of-way) and the point of terminus. The sidelines of said easement to be shortened or prolonged to meet at angle points, property lines, and right-of-way lines.

