

RESOLUTION NO. 2001- 42

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF NEW EASEMENTS AND AUTHORIZING THE EXECUTION OF A TERMINATION OF EASEMENT.

WHEREAS, in order for the County to access the water tower located off Wildwood Drive the County has relied on an easement through the Moultrie Oaks Mobile Home Park and an additional 12 foot easement through property owned by Pierre Thompson; and

WHEREAS, it has come to the County's attention that the easement through the mobile home park is encroached upon by several mobile homes and cannot be used for access; and

WHEREAS, in order for the County to allow for the lease of the water tower to a private communication company the encroached upon easement needs to be relocated and the Development Review Committee required the County to expand the easement across the Thompson property an additional 18 feet; and

WHEREAS, the owner of Moultrie Oaks Mobile Home Park has agreed to grant an easement to the County over the existing road through the park, subject to special stipulations and conditions, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, providing the County sign a Termination of Easement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, terminating its rights in the encroached upon easement, and

WHEREAS, the owner of the property adjacent to the Thompson property has agreed to grant the County an easement for the additional 18 feet, attached hereto as Exhibit "C", incorporated by reference and made a part hereof.

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

1. The Grant of Easement attached hereto as Exhibit "A" and the Temporary attached hereto as Exhibit C, are hereby approved.
2. The Termination of Easement attached hereto as Exhibit "B" is hereby approved and the execution by the County Administrator is hereby authorized.
3. The Clerk is instructed to record the above mentioned documents in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13th day of March, 2001.

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

By: Mary F. Kolmke
Mary F. Kolmke, Chair

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrasse
Deputy Clerk



FILE COPY

Prepared by:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS INDENTURE, made this 1st day of March, 2001, between MOULTRIE OAKS MOBILE HOME PARK, L.L.C., whose address is 245 Wildwood Drive, St. Augustine, Florida 32086, hereinafter called Grantor, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, their successors and assigns, subject to the special stipulations and conditions attached as Exhibit "A", incorporated by reference and made a part hereof, a non-exclusive perpetual easement for ingress and egress over and across the following described real property situate in St. Johns County, Florida, to wit:

Property as described on attached Exhibit "B", incorporated by reference and made a part hereof.

TO HAVE AND TO HOLD, unto Grantee, and their successors and assigns for the purposes aforesaid.

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

Signed and sealed in our presence as witnesses:

(sign) Marion L. Phillips
(print) Marion L. Phillips

(sign) Vernita Sharpe
(print) VERNITA SHARPE

MOULTRIE OAKS MOBILE HOME PARK, L.L.C.

Anne D. Staschiak
Anne D. Staschiak, Managing Member

John D. Staschiak
John D. Staschiak, Managing Member

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 1st day of March, 2001, by Anne D. Staschiak and John D. Staschiak as Managing Members of Moultrie Oaks Mobile Home Park, L.L.C., on behalf of the company. They are personally known to me or have produced A FL Drivers License as identification.



Sharon L. Phillips
Notary Public
My Commission Expires: 3-1-01

Exhibit "A"
(Special Stipulations & Conditions of Grant)

1. **Grantee's Restrictive Covenants.** Grantor's grant of easement shall be contingent upon Grantee's compliance with the following restrictive covenants:

A. **List of Valid Lessees.** The parties expressly acknowledge the primary purpose of this grant of easement is to give Grantee an unencroached easement to permit Grantee's access to its water tower and to permit Grantee's current and future telecommunication lessees sufficient access to Grantee's contiguous property to erect and maintain their antennae and associated equipment. To assist Grantor in ensuring other parties are not improperly using the easement, Grantee shall provide Grantor annually with an updated list of current lessees.

B. **Maximum Number of Lessees; Trips.** Grantee needs to have unrestricted use, but the use by Grantee's lessees can be controlled as below follows. At no time shall Grantee authorize more than seven (7) lessees to use the easement and, following a one month construction period during which more frequent trips during Permitted Hours may reasonably be expected, Grantee shall limit each of its lessees' access for maintenance to no more than one trip per week.

C. **Permitted Hours for Access.** Except for emergency maintenance, Grantee's lessees may access the easement only between the hours of 8:00 AM and 8:00 PM, Monday through Saturday ("Permitted Hours").

D. **Improvements.** Grantee shall construct an apron within that portion of the easement that abuts the County easement over Pierre Thompson's property which allows access to access the water tower property. Other than maintenance as specified in Section E, no other improvements by Grantee shall be permitted within the easement property without first obtaining Grantor's prior written consent.

E. **Maintenance.** Grantee shall be responsible for damage to the easement resulting from Grantee's or its lessees' use. Grantee shall have the option to correct any damage by its own means.

2. **Reservations from Grant.** Grantor hereby reserves from the Grant of Easement the following rights:

A. **Continued Use:** The right to use the Property for all purposes which do not interfere with the easement granted herein; and

B. **Additional Easements:** The right to grant additional easements upon, over and within the Property which do not interfere with the easement granted herein.

3. **Successors and assigns.** The above Special Stipulations and Conditions of Grant shall be binding to Grantee's successors and assigns.

Exhibit "B"

A PORTION OF THE F. FALANY GRANT, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 29 EAST AND SECTION 48, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWESTERLY CORNER OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 461, PAGE 385, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER BEING 653.40 FEET SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WILDWOOD DRIVE (A 66 FOOT RIGHT-OF-WAY) AND 400.00 FEET EAST OF THE WESTERLY BOUNDARY LINE OF SAID SECTION 48; THENCE SOUTH 87 DEGREES 57 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID OFFICIAL RECORDS BOOK 461, PAGE 385, SAID LINE ALSO BEING PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF WILDWOOD DRIVE, 12.00 FEET; THENCE SOUTH 02 DEGREES 10 MINUTES 00 SECONDS EAST, DEPARTING FROM THE SOUTHERLY BOUNDARY LINE OF SAID OFFICIAL RECORDS BOOK 461, PAGE 385, 17.87 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 00 SECONDS WEST, 22.78 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS EAST, 23.29 FEET; THENCE SOUTH 22 DEGREES 58 MINUTES 57 SECONDS WEST, 57.66 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 27 SECONDS WEST, 274.46 FEET; THENCE NORTH 04 DEGREES 06 MINUTES 11 SECONDS EAST, 25.92 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET AN ARC LENGTH OF 53.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 33 MINUTES 22 SECONDS WEST, 48.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88 DEGREES 59 MINUTES 27 SECONDS WEST, 108.53 FEET TO A POINT SITUATE ON A CURVE LEADING NORTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 111.85 FEET, AN ARC LENGTH OF 109.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 54 MINUTES 04 SECONDS WEST, 105.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44 DEGREES 54 MINUTES 25 SECONDS WEST, 111.19 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 141.04 FEET, AN ARC LENGTH OF 102.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24 DEGREES 01 MINUTES 18 SECONDS WEST, 100.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03 DEGREES 08 MINUTES 10 SECONDS WEST, 298.31 FEET; THENCE NORTH 13 DEGREES 15 MINUTES 33 SECONDS WEST, 113.76 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF WILDWOOD DRIVE; THENCE NORTH 87 DEGREES 57 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WILDWOOD DRIVE, 80.00 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 18 SECONDS WEST, DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE OF WILDWOOD DRIVE, 112.64 FEET; THENCE SOUTH 03 DEGREES 08 MINUTES 10 SECONDS EAST, 298.31 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 121.04 FEET, AN ARC LENGTH OF 88.24 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF SOUTH 24 DEGREES 01 MINUTES 18 SECONDS EAST, 86.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44 DEGREES 54 MINUTES 25 SECONDS EAST, 111.19 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 131.85 FEET, AN ARC LENGTH OF 104.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 12 MINUTES 13 SECONDS EAST, 101.77 FEET TO A POINT SITUATE ON SAID CURVE; THENCE NORTH 88 DEGREES 59 MINUTES 27 SECONDS EAST, 84.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF THE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 55.00 FEET, AND ARC LENGTH OF 83.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47 DEGREES 33 MINUTES 22 SECONDS EAST, 75.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04 DEGREES 08 MINUTES 11 SECONDS EAST, 6.58 FEET; THENCE NORTH 87 DEGREES 45 MINUTES 27 SECONDS EAST, 242.40 FEET; THENCE NORTH 22 DEGREES 56 MINUTES 57 SECONDS EAST, 44.97 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, 32.68 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 00 SECONDS EAST, 28.84 FEET TO THE POINT OF BEGINNING.

Exhibit "B" to Resolution

Prepared by:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

TERMINATION AND VACATION OF AN EASEMENT

THIS TERMINATION AND VACATION OF AN EASEMENT made this _____ day of _____, 2001, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called party of the first part and **MOULTRIE OAKS MOBILE HOME PARK, L.L.C.**, whose address is 245 Wildwood Drive, St. Augustine, Florida 32086, hereinafter called party of the second part.

WHEREBY, the party of the first part does hereby cancel and vacate that certain easement described in Official Records Book 707, page 1158, of the public records of St. Johns County, Florida, as to all the land situate, lying and being in St. Johns County, State of Florida and being more particularly described as follows:

PROPERTY AS DESCRIBED ON ATTACHED EXHIBIT "A", INCORPORATED BY REFERENCE AND MADE A PART HEREOF.

In consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged by the party of the first, the party of the first part St. Johns County, Florida, does hereby terminate and vacate that easement described above, effective this date. Nothing herein contained shall in anywise impair, alter or diminish the effect of the remaining part of such land in said easement or any rights of the party of the first thereof.

IN WITNESS WHEREOF, party of the first part has executed this Termination on the day and year first above written.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA

Print Name: _____

By: _____
Ben W. Adams, Jr.,
County Administrator

Print Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Ben W. Adams the County Administrator of St. Johns County, on behalf of the County. He is personally known to me.

Notary Public

My commission expires: _____

Exhibit "A"

A twenty-five foot strip of land being described as follows:

Being a parcel of land in Section 38, Township 8 South, Range 29 East, and Section 48, (F. Falany Grant) Township 8 South, Range 30 East. Begin at a point being the intersection of the range line between Range 29 East and Range 30 East and the Southerly Right-of-Way of Wildwood Drive a 66 foot Right-of-way; Thence along said Range line previously described South 2 degrees 10 minutes East a distance of 653.40 feet; Thence North 87 degrees 57 minutes East (parallel to the Southerly Right-of-Way of Wildwood Drive) a distance of 425.00 feet; Thence South 2 degrees 10 minutes East a distance of 25.00 feet; thence South 87 degrees 57 minutes West a distance of 450.00 feet; Thence North 2 degrees 10 minutes West a distance of 678.40 feet to a point in the Southerly Right-of-Way of Wildwood Drive; Thence along the Southerly Right-of-Way of Wildwood Drive North 87 degrees 57 Minutes East 25.00 feet to the Point of Beginning.

Exhibit "C" to Resolution

Site I.D.: J209
Site Name: Moultrie

Return to and Instrument prepared by:
ALAN L. GABRIEL, ESQ.
International Bldg., Penthouse East
2455 East Sunrise Boulevard
Fort Lauderdale, Florida 33304

TEMPORARY ACCESS EASEMENT

This Temporary Access Easement is made this 10th day of November, 2000, by ROBERT QUACKENBUSH and VIRGINIA QUACKENBUSH, husband and wife, their successors and/or assigns, hereinafter referred to as "Grantor", whose address is 100 W. Genug Road, St. Augustine, Florida, to Powertel/Jacksonville, Inc., and St. Johns County, hereinafter collectively referred to as "Grantee", their licensees, agents, successors and assigns, a non-exclusive right of way access easement for the purpose of ingress and egress by Grantee, Grantee's agents or assigns, at any and all time, to and from Powertel/Jacksonville, Inc.'s Leased Premises which are more particularly described herein in Exhibit "A" attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, St. John's County, Florida, a political subdivision of the State of Florida, P.O. Drawer 349, St. Augustine, Florida 32085-0349, as "Lessor", and Powertel/Jacksonville, Inc., 1233 O.G. Skinner Drive, West Point, Georgia 31833, as "Lessee", desire to enter into a Water Tower Lease ("Lease"), for a portion of the Lessor's land and space on Lessor's water tower located thereon, collectively referred to as the "Leased Premises"; and

WHEREAS, the Lease contemplates the construction of a telecommunications facility on the Leased Premises; and

WHEREAS, the Lease provides for an initial term of five (5) years, commencing subsequent to a preliminary review period of up to a six (6) month period from the date of execution of the Lease by the Lessor, and further provides that Lessee shall have four (4) five year options to extend the initial five year term of the Lease, and that the Lease may continue for annual terms following the expiration of the last option period; and

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

WHEREAS, Section 6.08.12 (S) of the Zoning Ordinance requires a thirty foot (30') easement for access to the Leased Premises for removal of an abandoned communications facility not complying with Section 6.08.12 (N) (time periods for

Site I.D.: J209
Site Name: Moultrie

removal of an abandoned telecommunications facility); and

WHEREAS, the existing easement to the Lessor's property does not meet the Zoning Ordinance's thirty foot (30') width requirement.

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 Powertel/Jacksonville, Inc., the receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, a non-exclusive easement over the lands of Grantor more particularly described on Exhibit "B" attached hereto (the "Easement Area") for ingress and egress to the Leased Premises only for the purpose of removing the Lessee's telecommunications facilities if said telecommunications facilities are 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 telecommunications facilities therefrom in accordance with and subject to the requirements of Section 6.08.12 (N) of the Zoning Ordinance.

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

This Easement shall terminate automatically upon removal of the Lessee's telecommunications facilities from the Leased Premises, whether removed by the Lessee or the Lessor. At the request of the 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 telecommunications facilities have 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 herein.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ___ day of _____, 2000.

(signatures continued on next page)

Site I.D.: J209
Site Name: Moultrie

GRANTOR

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
Print Name: Carrie Botes

[Signature]
Witness
Print Name: Jackie Palmer

By: [Signature]
ROBERT QUACKENBUSH

Executed this 10th day of November
2000.

[Signature]
Witness
Print Name: Carrie Botes

[Signature]
Witness
Print Name: Jackie Palmer

By: [Signature]
VIRGINIA QUACKENBUSH

Executed this 10th day of November
2000.

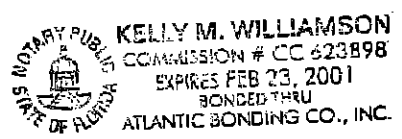
STATE OF FLORIDA

COUNTY OF ST. JOHNS DUVAL

The foregoing instrument was acknowledged before me this 10th day of November,
2000, by ROBERT QUACKENBUSH and VIRGINIA QUACKENBUSH, who are
personally known to me or who have produced _____
as identification.

My Commission Expires: 2/23/01

[Signature]
NOTARY PUBLIC
Print Name: Kelly M Williamson



Site I.D.: J209
Site Name: Moultrie

GRANTEE

POWERTEL/JACKSONVILLE, INC., a
Delaware corporation

Patricia Deline
Witness
Print Name: Patricia Deline

By: T. B. Chandler
Print Name: Tim B Chandler
Title: VP Operations

Jenny Palmer
Witness
Print Name: Jenny Palmer

Executed this 8th day of November,
2000.

STATE OF FLORIDA

COUNTY OF ~~ST. JOHNS~~ Duval

The foregoing instrument was acknowledged before me this 8th day of November,
2000, by Tim B Chandler, as VP Operations
of POWERTEL/JACKSONVILLE, INC., a Delaware corporation, on behalf of the
Corporation, who is personally known to me or who has produced
_____, as identification.

Kelly M Williamson
NOTARY PUBLIC
Print Name: Kelly M Williamson

My Commission Expires:



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

Witness
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness
Print Name: _____

Executed this ___ day of _____,
2000.

Site I.D.: J209
Site Name: Moultrie

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, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
Print Name: _____

4601-MOULTRIEacce.esm

Exhibit "A"

MAP SHOWING BOUNDARY AND TOPOGRAPHIC SURVEY OF
 A PORTION OF THE F. FALANY GRANT, SECTION 48, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHN'S COUNTY, FLORIDA.

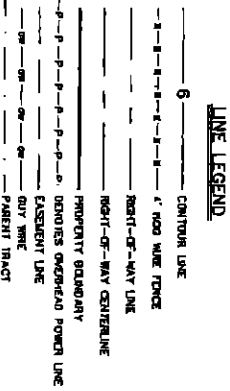
LEASE PARCEL

A PORTION OF THE F. FALANY GRANT, SECTION 48, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 707, PAGE 1158, SAID CORNER BEING 212.40 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID SECTION 48, THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS WEST, 1158 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS WEST, 1158 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS WEST, 25.00 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS WEST, 25.00 FEET TO THE POINT OF BEGINNING.

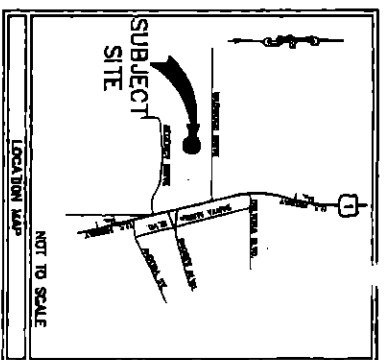
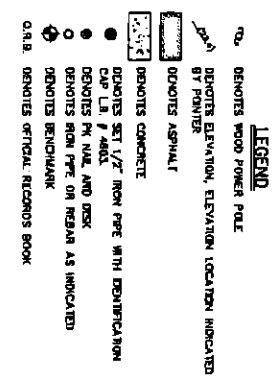
CONTAINING 622.0 SQUARE FEET MORE OR LESS.

18 FOOT TEMPORARY ACCESS EASEMENT AND UTILITY EASEMENT

A PORTION OF THE F. FALANY GRANT, SECTION 48, TOWNSHIP 8 SOUTH, RANGE 30 EAST AND SECTION 48, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 441, PAGE 385, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER BEING 823.40 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID SECTION 48, THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS WEST, 1158 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS WEST, 1158 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS WEST, 25.00 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS WEST, 25.00 FEET TO THE POINT OF BEGINNING.



- NOTES:**
- 1) ELEVATIONS ARE BASED ON R.O.V.D. 1029. BENCHMARK USED WAS A ST. JOHN'S COUNTY GLOBAL POSITIONING SYSTEM CONTROL, BENCHMARK STRAIGHT 0022, LOCATED 1 MILE SOUTH OF THE INTERSECTION OF WILLOW DRIVE AND U.S. HIGHWAY No. 1, 10.8' EAST OF THE SOUTH BOUND LANE OF U.S. HIGHWAY No. 1, ELEVATION = 29.49' M.S.L.D. 1029
 - 2) BENCHMARK SHOWN HEREON ARE BASED ON THE SOUTHWEST CORNER OF WILLOW DRIVE, WHICH IS A BENCHMARK AS PER OFFICIAL RECORDS BOOK 707, PAGE 1158.
 - 3) THIS SURVEY IS SUBJECT TO ANY FACTOR THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
 - 4) THE PERCENTAGE SHOWN HEREON LIES IN ZONE C (OUTSIDE THE 500 YEAR FLOOD PLAIN) AS DETERMINED FROM THE FLOOD RESURFACE DATE MAP, COMMUNITY PANEL NO. 125187-0138 D, DATED 8/19/83.
 - 5) THE LEGAL DESCRIPTION OF THE PROPOSED LEASE PARCEL WAS PREPARED BY THIS OFFICE.
 - 6) UNDERGROUND FOUNDATIONS AND OTHER SUBTERRANEAN FEATURES WERE NOT LOCATED.
 - 7) THE LATITUDE AND LONGITUDE IS BASED ON NAD 1983. LATITUDE: 28°44'44.1" N LONGITUDE: 80°17'32.4" W
 - 8) GROUND ELEVATION AT THE SITE IS ELEVATION 74.0 FEET R.O.V.D. 1029.

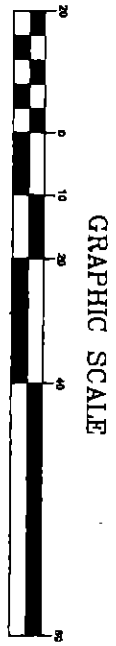
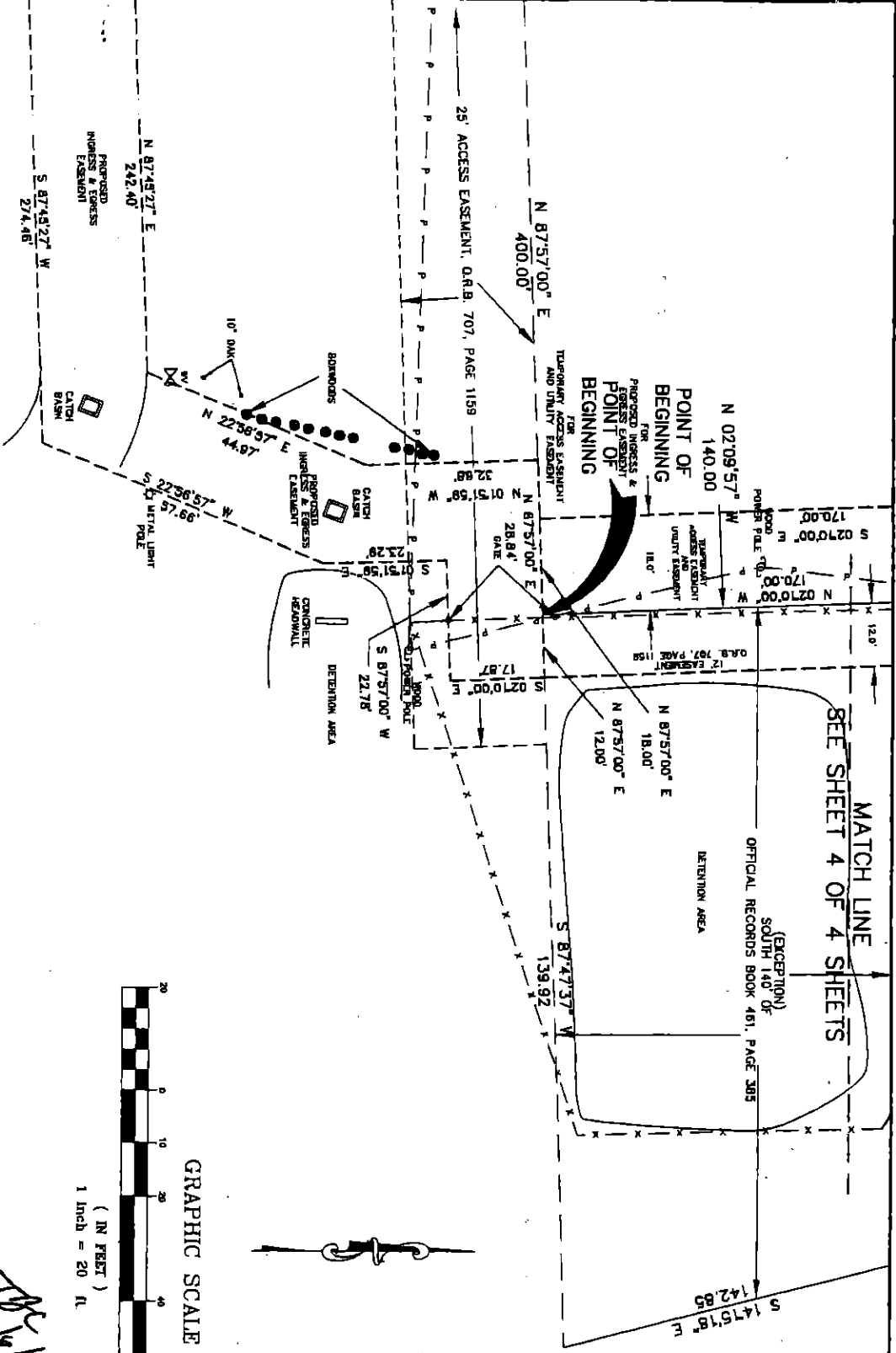


THIS SURVEY MEETS THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 105, F.S., AND CHAPTER 61E-1.0, F.A.C.

[Signature]
 DOROTHY R. NILES, L.S., P.L.L.C.
 L.S. 7300

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DEROWE SURVEYORS, INC. 2121 CORPORATE SQUARE BOULEVARD JACKSONVILLE, FLORIDA 32218 (904) 722-0400		DRAWING DATE: JULY 21, 2000 SURVEY DATE: JULY 14, 2000 FIELD BOOK: 529 PAGE(S): 6-15 JOB FILE NO. 2000108	DRAWN BY: RTS CHECKED BY: GJM COMPUTER FILE: 2000108.DWG	REVISION DATE: TO-DO-OR-REVISE: INGRESS-EGRESS EASEMENT & LEASE TO-DO-OR-REVISE: LEASE PARCEL 11-2-00: CREATE TEMPORARY ACCESS AND UTILITY EASEMENT	SHEET 1 OF 4 SHEETS DEFINED TO: POWERTEL JACKSONVILLE, INC. SITE # J-FL-055-209 - HOULTRIE - ST. JOHN'S COUNTY, FLORIDA
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APR 11 1990

DEGRIVE SURVEYORS, INC.
 713 CORPORATE SQUARE BUILDING
 JACKSONVILLE, FLORIDA 32216
 (904) 722-5900

DRAWING DATE: JULY 21, 2000
 SURVEY DATE: JULY 18, 2000
 FIELD BOOK: 822 PAGE(S): 8-13
 JOB FILE NO.: 2000188

DRAWN BY: ATB
 CHECKED BY: GMI
 COMPUTER FILE: 2000188.DWG

REVISION DATE:
 10-05-00 REVIEW INGRESS-EGRESS
 10-10-00 REVISION LATER PARCEL
 AND LEGAL
 11-1-00 CREATE TEMPORARY ACCESS
 AND UTILITY EASEMENT

CERTIFIED TO:
POWERTEL JACKSONVILLE, INC.
 SHEET 3 OF 4 SHEETS
 SITE # J-FL-055-209 - MOULTREE - ST. JOHNS COUNTY, FLORIDA



GRAPHIC SCALE

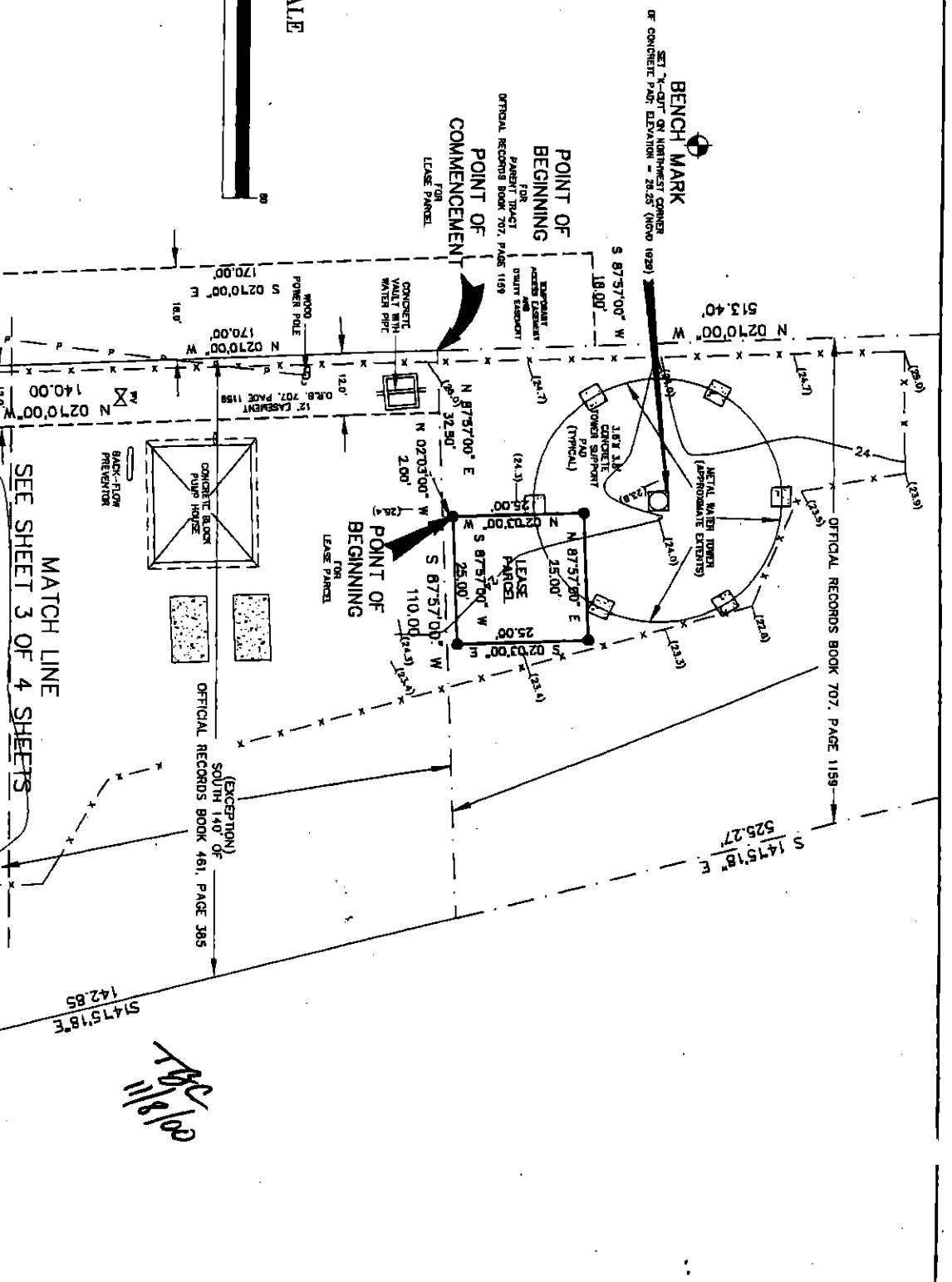
DEGROVE SURVEYORS, INC.
 2121 CORPORATE SQUARE BOULEVARD
 JACKSONVILLE, FLORIDA 32218
 (904) 722-9100

DRAWING DATE: JULY 21, 2000
 SURVEY DATE: JULY 16, 2000
 FIELD BOOK: 842
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 COMPUTATION FILE: 2000188.DWG

REVISION DATE
 10-06-00 REVERSE INTEREST EGRESS
 EASEMENT & LEGAL
 AND LEGAL REVERSE LEASE PARCEL
 11-2-00 CREATE TEMPORARY ACCESS
 AND UTILITY EASEMENT

PREPARED FOR
POWERTEL JACKSONVILLE, INC.
 SHEET # 4 OF 4 SHEETS
 SITE # J-FL-099-209 - MOULTRIE - ST. JOHNS COUNTY, FLORIDA



MATCH LINE
 SEE SHEET 3 OF 4 SHEETS

Handwritten signature/initials