

**RESOLUTION NO. 2002-28**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AND AUTHORIZING THE EXECUTION OF A TEMPORARY ACCESS EASEMENT TO A COMMUNICATIONS TOWER SITE LOCATED OFF STATE ROAD NO. 16-A.**

**WHEREAS**, the St. Johns County Land Development Land Code, Section 6.08.12, requires the dismantling and removal of telecommunications towers after abandonment; and

**WHEREAS**, Section 6.08.12 (S) of the Zoning Ordinance requires the fee owner of the land underlying the telecommunications tower to grant an easement to St. Johns County for access to the tower site for removal of an abandoned tower; and

**WHEREAS**, the Temporary Access 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:**

Section 1. All the above recitals are findings of fact.

Section 2. The acceptance of the Temporary Access Easement attached hereto, as Exhibit "A", is hereby approved.

Section 3. The Chairman of the Board is hereby authorized to execute the Temporary Access Easement and Clerk is to record in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED**, this 26<sup>th</sup> day of February, 2002.

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

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

**ATTEST:** Cheryl Strickland, Clerk

U. Venueking  
Deputy Clerk

Prepared by and return to:  
Verizon Wireless  
100 Tampa Oaks Blvd.  
Suite 450  
Temple Terrace, FL 33627

EXHIBIT "A" TO RESOLUTION

**TEMPORARY ACCESS EASEMENT**

This Temporary Access Easement (the "Easement") made this 16<sup>th</sup> day of May, 2001, by and between Earl J. Weedman, with an address of 6700 County Road 16-A, St. Augustine, FL 32092, his successors and/or assigns, hereinafter referred to as "Grantor", to St. Johns County, a political subdivision of the State of Florida, P.O. Drawer 349, St. Augustine, FL 32085-0349, hereinafter referred to as "Grantee", its licensees, agents, successors and assigns, with the consent of PrimeCo Personal Communications, Limited Partnership, a Delaware limited partnership d/b/a Verizon Wireless ("Verizon Wireless"). This Easement grants 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 the leased premises (the "Leased Premises") which is more particularly described herein in Exhibit "A" attached hereto and made a part hereof.

**WITNESSETH:**

WHEREAS, Grantor, as Lessor, has entered into a Ground Lease, referred to hereinafter as "Lease", dated December 1, 2000, granting to Verizon Wireless, as "Lessee", a leasehold interest in the Leased Premises; and

WHEREAS, the Lease contemplates the construction of a telecommunications facility on the Leased Premises; 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 telecommunications facility not complying with Section 6.08.12(N)(providing for time periods for removal of an abandoned telecommunications facility); and

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, 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, Grantor or Grantee. 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 been 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.

**<Signature Pages to Follow>**

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument.

GRANTOR

Signed, sealed and delivered

In the presence of:

Shirley Green

Witness: Smirley Spooner

Print Name

Mary Beth Diggins

Witness: Mary Beth Diggins

Print Name

Earl J. Weedman  
Earl J. Weedman

Executed this 26<sup>th</sup> day of April, 2001.

STATE OF FL  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 26 day of April, 2001, by Earl J. Weedman, who is personally known to me or who has produced know, as identification.

Mary Beth Diggins

Notary Public  
Print Name: Mary B Diggins

My commission expires:



Mary B Diggins  
MY COMMISSION # CC699727 EXPIRES  
February 13, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

**CONSENTING PARTY**

PrimeCo Personal Communications,  
Limited Partnership, a Delaware  
limited partnership, d/b/a Verizon  
Wireless

*Frank Wise*

By: Frank Wise  
Title: Executive Director  
Florida/Midgulf Region

Executed this 16<sup>th</sup> day of  
May, 2001.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16 day of May,  
2001, by ~~Frank Wise~~ <sup>*Dennis Lawler*</sup>, as Executive Director, Florida/Midgulf Region, of PrimeCo  
Personal Communications, Limited Partnership, a Delaware limited partnership d/b/a  
Verizon Wireless, on behalf of the partnership. He is personally known to me or who has  
produced \_\_\_\_\_, as identification.

*Kathleen M. Winkler*

Notary Public  
Print Name: \_\_\_\_\_

My commission expires:

 Kathleen M. Winkler  
MY COMMISSION # CC810432 EXPIRES  
February 18, 2003  
BONDED THRU TROY FAIR INSURANCE, INC.

**GRANTEEE**

**ST. Johns County, Florida**  
**A political subdivision of the**  
**State of Florida**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 2001.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, as \_\_\_\_\_ 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 has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My Commission Expires:

EXHIBIT "A"

(page 1 of 2)

Note: At any time during the existence of the Easement, the Grantor reserves the right to replace this Exhibit "A" with the legal description of the Leased Premises as derived from a survey of the property.

**30' WIDE INGRESS, EGRESS AND UTILITY EASEMENT  
(PREPARED BY THIS OFFICE)**

That part of Government Lot 1 of Section 18, Township 8 South, Range 28 East, St. Johns County, Florida lying within 15 feet of both sides of a centerline being more particularly described as follows:

Commence at the Northeast corner of Government Lot 1 of Section 18, Township 8 South, Range 28 East, St. Johns County, Florida; thence S 19°30'38" W along the East line of said Government Lot 1 for 471.53 feet; thence N 70°29'22" W for 165.40 feet; thence S 19°30'31" W for 75.00 feet to the Point of Beginning of the herein described centerline; thence S 70°29'29" E for 120.38 feet; thence S 19°30'38" W for 152.18 feet; thence S 00°41'13" E for 86.88 feet to an intersection with a line that is parallel with and offset 15 feet westerly from said East line; thence S 19°30'38" W along said parallel line for 1190.00 feet to an intersection with the Northernly right of way line of County Road 18-A and the Point of Terminus of the herein described centerline.

Containing 1.08 acres, more or less.

EXHIBIT "A"  
(page 2 of 2)

Note: At any time during the existence of the Easement, the Grantor reserves the right to replace this Exhibit "A" with the legal description of the Leased Premises as derived from a survey of the property.

LEASE PARCEL  
(PREPARED BY THIS OFFICE)

That part of Government Lot 1 of Section 18, Township 8 South, Range 28 East, St. Johns County, Florida being more particularly described as follows:

Commence at the Northeast corner of Government Lot 1 of Section 18, Township 8 South, Range 28 East, St. Johns County, Florida; thence S 19°30'38" W along the East line of said Government Lot 1 for 471.53 feet; thence N 70°29'22" W for 185.40 feet to the Point of Beginning; thence S 19°30'31" W for 100.00 feet; thence N 70°29'29" W for 100.00 feet; thence N 19°30'31" E for 100.00 feet; thence S 70°29'29" E for 100.00 feet to said Point of Beginning.

Containing 0.23 acres, more or less.

EXHIBIT "B"

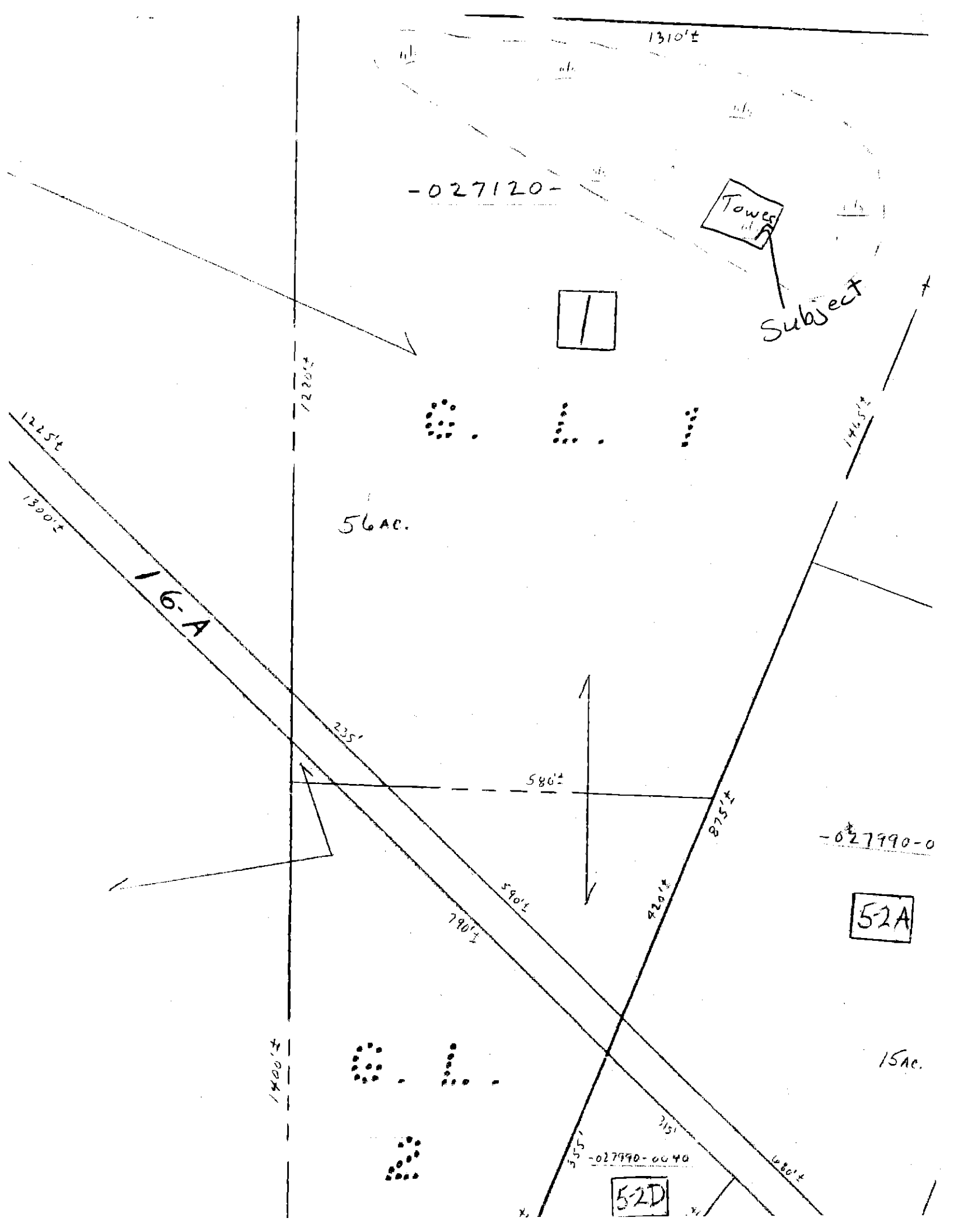
(page 1 of 1)

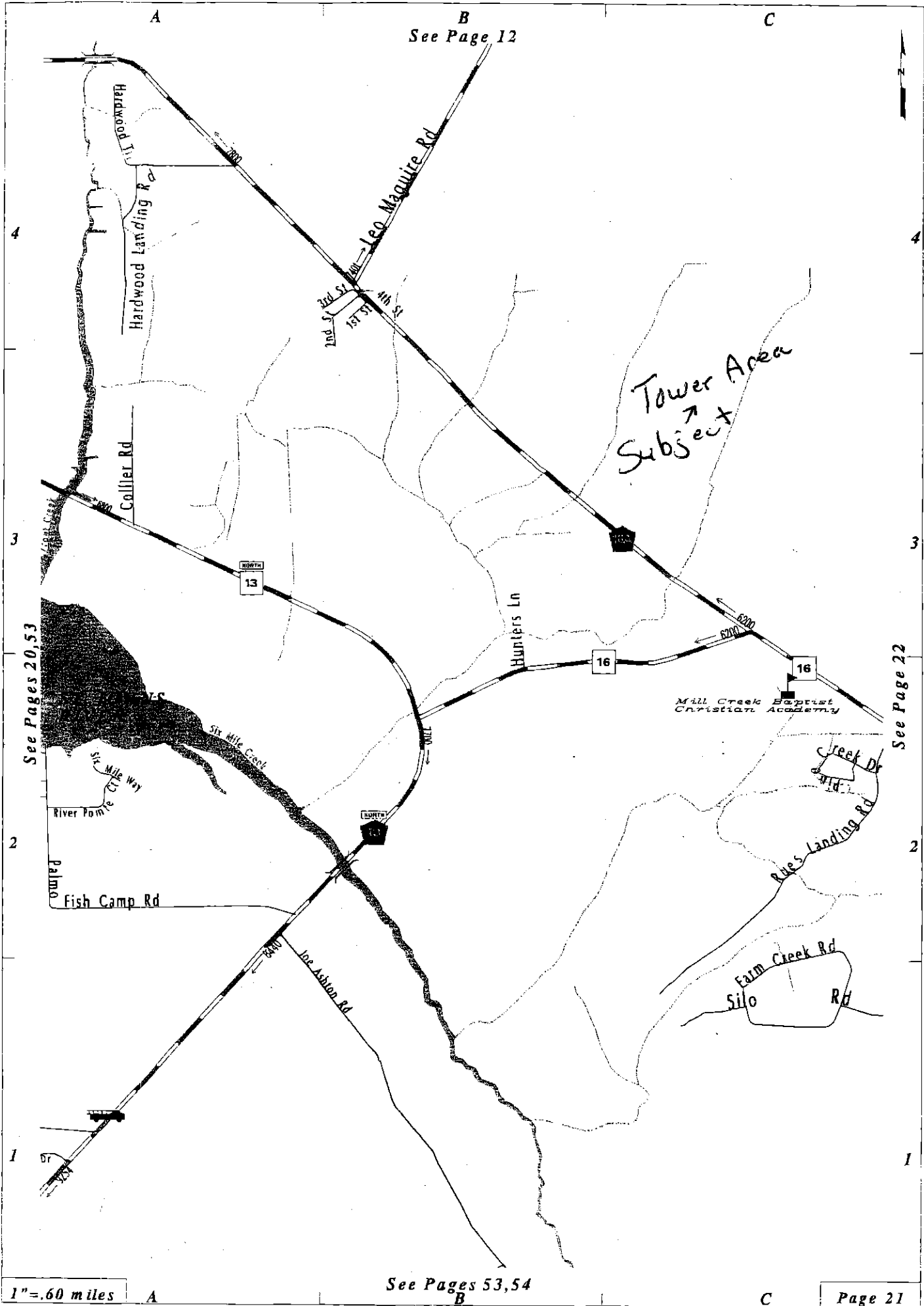
Note: At any time during the existence of the Easement, the Grantor reserves the right to replace this Exhibit "B" with the legal description of the Easement Area as derived from a survey of the property.

PARENT PARCEL

(OFFICIAL RECORD BOOK 1170, PAGE 409)

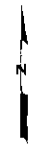
All that part of Lots 1 and 2 and the East half of the Northwest quarter (E 1/2 of NW 1/4) of Section 18, Township 6 South, Range 28 East, lying North of State Road No. 16, containing 72 acres.





B  
See Page 12

C



See Pages 20, 53

See Page 22

See Pages 53, 54

1" = .60 miles

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