

RESOLUTION NO. 2003-44

**A RESOLUTION BY 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 OF STATE ROAD 206.**

**RECITALS**

**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 (N) 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.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Chairman of the Board is hereby authorized to execute the Temporary Access Easement.

**Section 3.** The Clerk is instructed to record the original Temporary Access Easement in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 11<sup>th</sup> day of March, 2003.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant  
James E. Bryant, Chairman

ATTBST: Cheryl Strickland, Clerk  
By: Patricia DeGrande  
Deputy Clerk

RENDITION DATE 3-17-03

EXHIBIT "A" TO RESOLUTION

STATE OF FLORIDA  
COUNTY OF ST JOHNS

TEMPORARY ACCESS EASEMENT

This Temporary Access Easement made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **Rayonier Timberlands Operating Company, L.P.**, a Delaware limited partnership with an address of P.O. Box 728, Fernandina Beach, FL 32035-0728, their 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", their licensees, agents, successors and assigns, grants a non-exclusive right of way access easement for the purpose of ingress and egress by GRANTEE, GRANTEE's agents or assigns, for the purposes set forth herein, to and from **TowerCom East Coast, LLC's** Licensed Premises which are more particularly described herein in Exhibit "A" attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, GRANTOR, as Owner, has entered into a license agreement, referred to hereinafter as "License", dated April 27, 2001 with TowerCom East Coast, LLC, assignee of TC Florida Towers II, LLC, 7411 Fullerton Street, Suite 200, Jacksonville, FL 32256, as "Licensee", for a portion of the Owner's land, referred to as the "Licensed Premises"; and

WHEREAS, the License contemplates the construction of a telecommunications facility on the Licensed 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 Licensed Premises for removal of an abandoned communications facility found to be in violation of Section 6.08.12(N)(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 Licensed 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 Licensed 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 the authority to enter into this easement.

This Easement shall terminate automatically upon removal of the Licensee's telecommunications facilities from the Licensed Premises, whether removed by the Licensee, 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 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. GRANTOR may tender a new easement document in connection with such relocation, containing terms substantially as in this grant, and demand a Quitclaim of this grant from GRANTEE, or his successors in title.

This grant does not create or convey any rights whatsoever to the public to use the easement, nor grant or convey to GRANTEE, his successors and assigns, any right or capability to dedicate to the public all or any portion of any right or rights in this easement or in the easement premises.

To the extent allowed by law: GRANTEE agrees to hold harmless GRANTOR against any and all claims, suits, losses or liability to any person or entity lawfully upon the easement premises under or by reason of this easement to GRANTEE, and thereunder claiming damages arising from or by virtue of the use of this easement, and to further indemnify GRANTOR for any expense, including attorney's fees, which GRANTOR may incur in connection with the defense of any such claim. GRANTEE further agrees to indemnify GRANTOR for any damage occurring to the adjoining commercial forest, including but not limited to loss or destruction of timber, which occurs by virtue of GRANTEE, or any agent, employee, guest or invitee, using or misusing the rights granted under this easement.

**IN WITNESS WHEREOF**, the undersigned has signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

(signatures continued on next page)

**GRANTOR**

Signed, sealed and delivered in the presence of:

**RAYONIER TIMBERLANDS OPERATING COMPANY, L.P., Limited Partnership**  
By its Managing General Partner: **RAYONIER TIMBERLANDS MANAGEMENT, INC.**  
(P.O.Box 728, Fernandina Beach, FL 32035)

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_(Sign)

**William D. Ericksen**

As Its: Vice President

ATTEST: \_\_\_\_\_(Sign)

**Tracy K. Arthur**

As Its: Assistant Secretary

Executed this \_\_ day of \_\_\_\_\_ (Corporate Seal)  
\_\_\_\_\_, 200\_\_.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME the undersigned authority personally appeared William D. Ericksen and Tracy K. Arthur, as Vice President and Assistant Secretary, respectively, of **RAYONIER TIMBERLANDS MANAGEMENT, INC.**, 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 \_\_ day of \_\_\_\_\_, 200\_\_.

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

My commission expires:

(Notary Seal)

**GRANTEE**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, 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:

(Notary Seal)

## EXHIBIT A

### LICENSED PREMISES LEGAL DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 30 EAST; THENCE N 89°58'16" W ALONG THE NORTH LINE OF SAID SECTION 9 FOR 3414.13 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF A 180 FEET WIDE FLORIDA POWER AND LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 265, PAGE 688 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE S 13°37'23" E ALONG SAID EASTERLY LINE FOR 396.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID EASTERLY LINE IN A REVERSED DIRECTION N 13°37'23" W FOR 100.00 FEET; THENCE N 76°22'37" E FOR 100.00 FEET; THENCE S 13°37'23" E FOR 100.00 FEET; THENCE S 76°22'37" W 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 OF LAND MORE OR LESS.

## EXHIBIT B

### EASEMENT AREA LEGAL DESCRIPTION

A PROPOSED 30.00 FEET WIDE EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS LYING 15.00 FEET BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 30 EAST; THENCE N 89°58'16" W ALONG THE NORTH LINE OF SAID SECTION 9 FOR 3414.13 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF A 180 FEET WIDE FLORIDA POWER AND LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 265, PAGE 688 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE S 13°37'23" E ALONG SAID EASTERLY LINE FOR 396.63 FEET; THENCE N 13°37'23" W FOR 74.36 FEET TO THE POINT OF BEGINNING; THENCE S 76°22'37" W FOR 100.00 FEET; THENCE N 13°37'23" W FOR 3518.96 FEET; THENCE N 76°22'37" E FOR 100.00 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF CYPRESS POINT DRIVE (60' RIGHT-OF-WAY) AND THE POINT OF TERMINUS.

THE SIDELINES OF SAID EASEMENT TO BE SHORTENED AND/OR PROLONGED TO MEET AT ANGLE POINTS, BOUNDARY LINES AND RIGHT-OF-WAY LINES.