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Public Records of  
St. Johns County, FL  
Clerk # 2005004510,  
O.R. 2357 PG 1501-1504  
01/19/2005 at 10:14 AM,  
REC. \$17.00 SUR. \$18.50

RESOLUTION NO. 2005- 2

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, GRANTING AN IRREVOCABLE LICENSE TO BELL SOUTH TELECOMMUNICATIONS, INC. TO INSTALL ELECTRONIC EQUIPMENT CONDUIT AND COMPOSITE FIBER-COPPER ALONG THE RIGHT-OF-WAYS IN CYPRESS LAKES SUBDIVISION**

**WHEREAS, BellSouth Telecommunications, Inc.** a Georgia Corporation, (hereinafter "BellSouth") has requested an easement in order to install, and maintain electronic equipment which includes the installation of an electronic cabinet, power pedestal, propane generator, conduit, and composite fiber-copper along rights-of-way. In place of the requested easement, the County hereby grants BellSouth an Irrevocable License to use the requested property for such purpose. The property is described on Exhibit "A", incorporated by reference and made a part hereof and shall hereinafter be described as "Licensed Premises"; and

**WHEREAS,** this license will, in part, allow BellSouth to install electronic equipment to provide such telecommunication services for the improvement of service in Cypress Lakes Subdivision. Terminal enclosures will be placed at property lines at various intervals to terminate drop wires to homes and the installation of the equipment will provide telecommunication services for the newly developed sections of Cypress Lakes Subdivision.

**NOW THEREFORE, BE IT RESOLVED,** that the Board of County Commissioners of St. Johns County, Florida, that St. Johns County, the Licensor, hereby grants to BellSouth a non-exclusive irrevocable license to use the "Licensed Premises" for purposes mentioned above.

1. The above referenced recitals are found to be true and correct and are incorporated herein by reference.
2. The requested use of the License Premises License is granted subject to the following conditions and limitations:
  - a. The grant of this License shall in no way restrict the right and interest of the Licensor (County) in the use and maintenance of the "Licensed Premises" to the extent that such use does not interfere with the rights granted herein.
  - b. The Licensee (BellSouth) and its agents shall have the duty to not create any obstructions or conditions of the public property or

*Dr. Kel. P. Degrande  
BCC Secty*

right-of-way adjoining the "Licensed Premises" which are or may become unreasonably dangerous to the public, County or its agents or employees.

- c. **The Licensee (BellSouth) shall be liable for the personal injuries and damages to real or personal property that may result from its use of the "Licensed Premises" and shall defend, hold harmless and indemnify the Licensor, its officers, employees and agents for and from any damages, claims, liability or costs resulting from the exercise of the privileges granted.**
  - d. In the event of widening, repair or reconstruction of any County road right-of-way, the Licensor may cause the movement of BellSouth improvements in or on the Licensed Premises or the reasonable relocation of the Licensed Premises and FPL improvements thereon, at Licensor's cost.
  - e. The Licensee shall promptly repair any damage or injury to any County property by reason of the exercise of the privileges granted by this License including but not limited to repair of the road or highway, restoring such to a condition at least equal to that which existed prior to the infliction of such damage or injury.
3. To the extent that Licensee is in compliance with the applicable St. Johns County Tree Ordinance, Licensee shall have the right to clear and keep the "Licensed Premises" clear of all trees, undergrowth or other obstructions and to trim and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs in the vicinity of the "Premises" on lands owned by the Licensor which might interfere with Licensee's use of the "Premises".
  4. The License shall run with the land and shall be binding on and shall inure to the benefits of the parties hereto, their successors or assigns in perpetuity as long as the electrical service is provided to County via the "Licensed Premises". Notwithstanding the foregoing, in the event the County desires to sell the subject property to a private landowner or to abandon, vacate or discontinue use of the subject property, the County or private purchaser, to the extent allowed by law, grant BellSouth an easement reasonably acceptable to BellSouth as a condition of and prior to or contemporaneous with any sale, abandonment, vacation or discontinuance of the subject County property served by BellSouth using this License and which will continue to be served by BellSouth.

5. This License shall be deemed as coupled with an interest once BellSouth has made substantial expenditures to provide telecommunication services to Cypress Lakes Subdivision. As such the parties agree that this License is an Irrevocable License except as provided by its terms shall include the right of the County to terminate this License if the Licensee does not correct any of its violation of the provisions hereof within a reasonable time after reasonable notice.

The Clerk is instructed to record this Resolution in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of January, 2005,  
by the Board of County Commissioners of St. Johns County, Florida.

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


By:   
Bruce A. Maguire, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 01/14/05

**BellSouth Telecommunication, Inc. a Georgia  
Corporation**

By: 

Title: Specialist Officer.

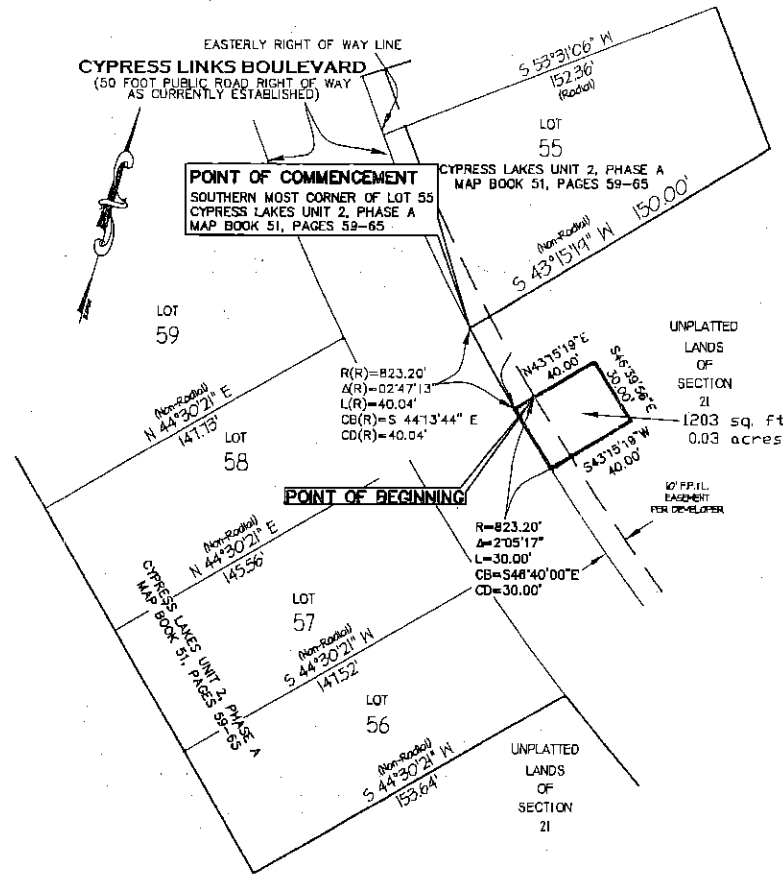
Christopher R. milnes



# MAP SHOWING SKETCH OF LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHERNMOST CORNER OF LOT 55, CYPRESS LAKES UNIT 2 PHASE A AS RECORDED IN MAP BOOK 51, PAGES 59-65 (INCLUDING) OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF CYPRESS LINKS BOULEVARD (A 50 FOOT PUBLIC ROAD RIGHT OF WAY AS CURRENTLY ESTABLISHED), SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 823.20 FEET; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°47'13", FOR AN ARC DISTANCE OF 40.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 44°13'44" E, 40.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N 43°15'19" E, A DISTANCE OF 40.00 FEET; THENCE S 46°39'56" E, A DISTANCE OF 30.00 FEET; THENCE S 43°15'19" W, A DISTANCE OF 40.00 FEET TO A POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF CYPRESS LINKS BOULEVARD, SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG SAID ARC, HAVING A RADIUS OF 823.20 FEET, THROUGH A CENTRAL ANGLE OF 02°05'17", FOR AN ARC DISTANCE OF 30.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 46°40'00" W, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.03 ACRES OR 1203 SQUARE FEET, MORE OR LESS.



NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS IS NOT AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

## ABBREVIATIONS USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
CB=	Chord Bearing Equals	(R)	RECORD INFORMATION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.C.	Point of Curvature	J.E.A.	Jacksonville Electric Authority
P.O.B.	Point of Beginning	EQUIP	Equipment
P.C.	Point of Curvature	A/C	Air Conditioner
P.T.	Point of Tangency	C.T.V.	Cable Television
P.R.C.	Point of Reverse Curvature	O.H.L.	Overhead Lines
P.I.	Point of Intersection	(F.M.)	Field Measured
R/W	Right of Way	R=	Radius equals
O.R. Vol.	Official Records Volume	L=	Arc Length equals
D.B.	Dead Book	CD=	Chord Distance Equals
DB	Dead Book	Δ=	Delta of Central Angle equals
B.R.L.	Building Restriction Line	I.P.	Iron Pipe
Esmt	Easement	Conc.	Concrete

# A & J

LAND SURVEYORS, INC.

Professional Land Surveyors

5847 Lucita Street  
 Jacksonville, Florida 32207  
 Fax (904) 295-1644  
 Phone (904) 295-1666 L.B. No. 6661

## LEGEND

- DENOTES CONCRETE MONUMENT
- X-X DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAPS X & J LAND SURVEYORS
- DENOTES IRON PIPE FOUND (AS NOTED)
- X DENOTES CROSS CUT

DATE NOV. 11, 2004  
 SCALE 1"=60'  
 JOB No. 1963B  
 F.B. N/A  
 PAGE N/A  
 COMP. FILE SOUTHERN BELL DWG

## SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY TO:

THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE WITH THE SURVEYING TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 1205-2.0 (FORMERLY CHAPTER 2004-5.0), FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 473.027, FLORIDA STATUTES.

*Jonathan B. Baird*  
 JONATHAN B. BAIRD, STATE OF FLORIDA  
 REG. LAND SURVEYOR, CERTIFICATE No. 4600

## GENERAL NOTES:

1. Bearings are based on Southwesterly line of Lot 55 Bearing S 43°15'19" W (per plat).
2. This is a SKETCH OF LEGAL DESCRIPTION.
3. Elevations shown (none) (N.A.) refers to U.S. Coastal and Geodetic Survey Datum, National Geographic Vertical Datum of 1929, (N.G.V.D. of 1929).
4. By Graphic plotting only, the property shown herein lies within Zone as shown on the Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance Program Flood Insurance Rate Map (F.I.R.M.) Community Panel Number Map-Revised-etc-etc.
5. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
6. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.