

RESOLUTION NO. 2007- 368

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A TEMPORARY ACCESS EASEMENT TO A COMMUNICATIONS TOWER SITE LOCATED ON THE CORNER OF AIA NORTH AND MICKLER ROAD.**

**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 owner Mike Ashourian has executed a Temporary Access Easement; 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.

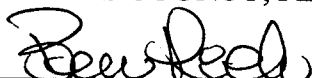
**Section 2.** The Board of County Commissioners approves the terms and conditions of the Temporary Access Easement between Mike Ashourian and St. Johns County.

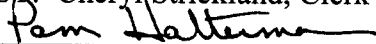
**Section 3.** The County Administrator is hereby authorized to execute the Temporary Access Easement.

**Section 4.** 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 27<sup>th</sup> day of November, 2007.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk  
By:   
Deputy Clerk

RENDITION DATE 11/30/07

EXHIBIT "A" TO RESOLUTION

Prepared by:  
ClearShot Towers, LLC  
7 Great Valley Parkway; Suite 129  
Malvern, PA 19355

**TEMPORARY ACCESS EASEMENT**

This Temporary Access Easement (the "Easement") made this 29<sup>th</sup> day of September, 2007, by and between Mike Ashourian whose address is 7880 Gate Parkway, Suite 300, Jacksonville, FL 32256, "Grantor", to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, "Grantee", its licensees, agents, successors and assigns, with the consent of ClearShot Towers, LLC. 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 times, to and from the leased premises (the "Leased Premises") which is more particularly described as herein in Exhibit "A" attached hereto and made a part hereof.

**WITNESSETH:**

**WHEREAS**, Grantor, as Landlord, has entered into an Option and Lease Agreement, referred to hereinafter as "Agreement", dated September 9, 2004, granting to ClearShot Towers, LLC, as "Tenant", a leasehold interest in the Leased Premises; and

**WHEREAS**, the Agreement 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/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 Tenant'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.

The Easement shall terminate automatically upon removal of the Tenant's telecommunications facilities from the Leased Premises, whether removed by the Tenant, 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 the 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 have signed and sealed this instrument on the day and year first above written.

Signed, sealed and delivered  
In the presence of.

GRANTOR  
Mike Ashourian

Print Witness name Lawrence V. Ansbacher

By: Mike Ashourian

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

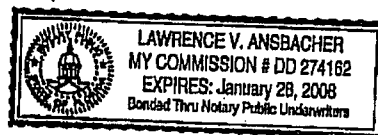
Title: \_\_\_\_\_

Cheryl E. Sassard

Print Witness name CHERYL E. SASSARD

STATE OF FLORIDA  
COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of  
October, 2007, by Mike Ashourian  
who is personally known to me.



Signed, sealed and delivered  
In the presence of:

CONSENTING PARTY  
ClearShot Towers, LLC

Donna L. Crane  
Print Witness name Donna L. Crane

[Signature]  
By: \_\_\_\_\_  
Print Name: David U. Lee  
Title: president

[Signature]  
Print Witness name Bruce K. DeLan

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CHESTER

The foregoing instrument was acknowledged before me this 31st day of October, 2007, by DAVID U. LEE who is personally known to me.

Donna L. Crane

NOTARIAL SEAL  
Donna L. Crane, Notary Public  
East Whiteland Twp., Chester County  
My commission expires December 18, 2007

Signed, sealed and delivered  
in the presence of:

ST. JOHNS COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Michael D. Wanchick  
County Administrator

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Michael D. Wanchick, County Administrator who is personally known to me.

Notary Public  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

30' WIDE INGRESS & EGRESS EASEMENT

A 30-FOOT WIDE EASEMENT FOR THE PURPOSE OF INGRESS & EGRESS LYING 15 FEET BOTH SIDES OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (A 200 FOOT RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF MICKLER ROAD (A 100 FOOT RIGHT-OF-WAY); THENCE S 68°52'10" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MICKLER ROAD FOR 660.15 FEET TO THE SOUTHWEST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1245, PAGE 1618 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE N 08°37'50" W ALONG THE WEST LINE OF SAID LAND FOR 419.45 FEET; THENCE N 69°00'17" E FOR 123.63 FEET; THENCE CONTINUE N 69°00'17" E FOR 40.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE S 20°59'43"E FOR 20.00 FEET TO A SET NAIL & DISK (LB 6792); THENCE S 69°00'17" W FOR 25.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE; THENCE S 20°59'43" E FOR 14.57 FEET; THENCE S 69°00'17" W FOR 48.33 FEET; THENCE S 54°57'42" W FOR 21.56 FEET; THENCE S 35°18'43" W FOR 17.82 FEET; THENCE S 10°47'10" W FOR 32.01 FEET; THENCE S 08°17'46" E FOR 146.18 FEET; THENCE S 21°38'12" E FOR 66.25 FEET; THENCE S36°25'59"E FOR 36.40 FEET; THENCE S42°55'08"E FOR 75.92 FEET; THENCE S23°58'12"E FOR 18.16 FEET TO AN INTERSECTION WITH THE AFORESAID NORTHERLY LINE OF MICKLER ROAD AND THE POINT OF TERMINUS.

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

