

RESOLUTION NO. 2009 14

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 ON US#1 NORTH.

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; and

WHEREAS, to the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

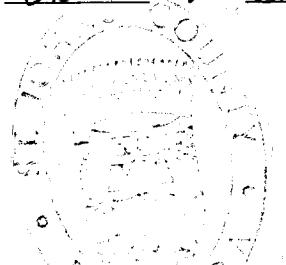
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

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 hereby authorizes the County Administrator 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 20th day of January, 2009.



ATTEST: Cheryl Strickland, Clerk
By: Pam Haltemen
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chair

RENDITION DATE 1/22/09

Exhibit "A" to Resolution

Prepared by:
ClearShot Management, LLC
5 Great Valley Parkway; Suite 333
Malvern, PA 19355

TEMPORARY ACCESS EASEMENT

This Temporary Access Easement (the "Easement") made this 10th day of December, 2008, by and between Beemer and Associates XXXVII, LLC whose address is 7880 Gate Parkway, Suite 300, Jacksonville, FL 32256, "Grantor", to **ST. JOHN'S 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 Management, 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, dated November 29, 2007, granting to ClearShot Management, 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.

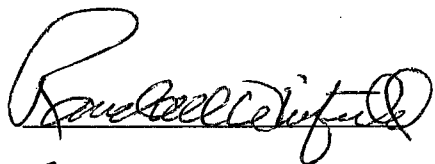
The Grantor warrants to Grantee that it has good and indefeasible fee simple title to the Easement Area and the authority to enter into this Easement.

The Easement shall terminate automatically upon the removal of Tenant's telecommunications facilities from the Leased Premises, whether removed by Tenant, Grantor or Grantee. At the request of 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.

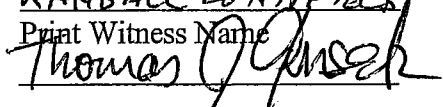
IN WITNESS WHEREOF, the undersigned have signed and sealed this instrument on the day and year first written above.

WITNESSES:



RANDALL WHITEFIELD

Print Witness Name



THOMAS J GONSETH

Print Witness Name

GRANTOR:

Beemer and Associates XXXVII, LLC

By: 


Name: Mike Ashourian

Title:

Dec 18 - 2008

STATE OF FLORIDA :
COUNTY OF ~~ST JOHNS~~ :
Osceola

The foregoing instrument was acknowledged before me this 18th day of December 2008 by Mike Astorica. He/she is personally known to me or has produced his driver's license as identification.



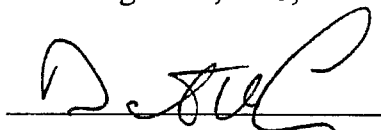
TERESA BURKE
MY COMMISSION # DD 609497
EXPIRES: February 26, 2011
Bonded Thru Budget Notary Services

WITNESSES:

CONSENTING PARTY:
ClearShot Management, LLC,



Sue Ann Salo
Print Witness Name

By: 

Name: David U. Lee
Title: President

Susan I. Staton

Susan I. Staton
Print Witness Name

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER :

The foregoing instrument was acknowledged before me this 11th day of December 2008 by David U. Lee. He/she is personally known to me or has produced his driver's license as identification.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
D. Blair Kalemjian, Notary Public
East Whiteland Twp., Chester County
My Commission Expires Sept. 30, 2009
Member, Pennsylvania Association of Notaries



WITNESSES:

GRANTEE:
St. Johns County, Florida

By: _____

Print Witness Name

Name: Michael D. Wanchick
Title: County Administrator

Print Witness Name

STATE OF FLORIDA
COUNTY OF ST JOHNS

:
:

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by Michael D. Wanchick. He/she is personally known to me or has produced his driver's license as identification.

Notary Public

