

RESOLUTION NO. 2009- 300

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A TEMPORARY ACCESS EASEMENT TO A COMMUNICATIONS TOWER SITE LOCATED OFF OLD DIXIE HIGHWAY.

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 to the tower site in the event that the tower is abandoned; and

WHEREAS, to the extent that there are scrivener, typographical, or administrative 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 accepts 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 October, 2009.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk
By: Ram Halterman
Deputy Clerk

RENDITION DATE 10/22/09



Temporary Access Easement

This Temporary Access Easement (Easement) is made this 3rd day of July, 2009, by and between G, M, and M Tower Group LLC, a Florida limited liability company, having and address at 2303 Oberlin Ave, Orlando, Florida, 32804, 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, hereinafter referred to as "Grantee", their licensees, agents, successors and assigns.

Witnesseth:

Whereas, Greg Severt and Patricia Severt, as Lessor has entered into a option and Ground Lease Agreement dated December 15th 2008, with G, M, and M Tower Group LLC, as Lessee, with respect to that certain land currently owned by the Grantor described on Exhibit "A" attached hereto (the "Leased Premises")

Whereas, the Option and Lease Agreement contemplates the construction of a telecommunications facility on the Leased Premises by G, M, and M Tower Group;

Whereas, Section 6.08.12 of the St. Johns County Land Development Code (the LDC) requires the dismantling and removal of telecommunications facilities after abandonment;

Whereas, Section 6.08.12 (s)(2) of the LDC requires a valid easement in favor of the grantee to adequately access the antenna tower site for removal of the subject tower not complying with the time periods established with Section 6.08.12(n) (Abandonment);

THIS DOCUMENT IS BEING RE-RECORDED TO ADD EXHIBIT "A" WHICH WAS INADVERTENTLY LEFT OFF AT THE ORIGINAL RECORDING.

Whereas, Grantor wishes to grant this Easement to Grantee to satisfy the terms of Section 6.08.12(s) (2) of the LDC.

Now therefore, for and in consideration of the sum of ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement: Grantor hereby grants to grantee a non exclusive access easement over the leased premises as herein provided.

The easement rights herein granted (a) shall be used by grantee solely for purposes of providing grantee ingress and egress over the leased premises for the purpose of removing G, M, and M's telecommunications facilities if said telecommunications facilities are in violation of Section 6.08.12(n) of the LDC, with the right, privilege, and authority of grantee, its successors and assigns, to enter onto the leased premises to remove the telecommunications facilities therefrom in accordance with and subject to the requirements of Section 6.08.12 (n) of LDC; and (b) shall include the right and authority of the grantee to grant or assign to third parties all or some of the easement rights granted to grantee herein.

2. Authority. Grantor warrants to grantee that grantor has the authority to enter into this easement.
3. Termination. This easement shall terminate automatically if the option and lease agreement terminati~~ve~~^e prior to

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commencement of construction of telecommunications improvements on the leased premises. In addition, if construction of telecommunications improvements is commenced after the date of this easement, then this easement shall terminate automatically upon the removal of such telecommunications improvements from the leased premises, whether removed by G, M, M Tower Group, Grantor, Grantee or any third party. At the request of grantor, grantee shall execute a recordable document evidencing such termination. If Grantee shall fail to execute such a document with in thirty (30) day of grantors request, grantor may record an affidavit certifying that this easement has been terminated and such affidavit shall be effective to terminate this easement.

4. No Public Rights. This easement 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 rights or capability to dedicate to the public all or any portion of any right of rights in this easement or in the easement premises.
5. Indemnity. 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.
6. Removal Permission. As required by section 6.08.12(s) (2) and (3) of the LDC, grantor, Greg and Patricia Severt whom consents and joins in this easement below hereby give written permission to grantee for grantee and its staff,

agents or contactors to enter the leased premises and remove the subject antenna tower located there if it is found to be in violation of Section 6.08.12 (n) of the LDC.

7. Successors and Assigns. This Easement shall be binding on the parties hereto their successors and assigns and shall run with title to the leased premises.



In witness whereof, the undersigned have signed and sealed this instrument this 3rd day of July, 2009.

Grantor

Greg Severt

Greg Severt

Patricia Severt

Patricia Severt

Witness

Print Name

Josh Severt

Signature

Josh Severt

State of Florida County of Duval

The foregoing instrument was acknowledged before me this 17 day of September, 2009, by Greg Severt, who is personally known to me or who has produced personally known as identification number.

Notary Public:

Shirley G. Cox

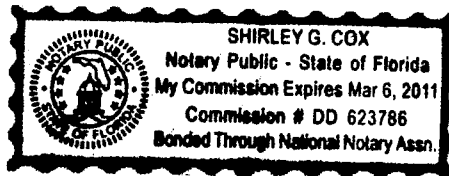
Print Name:

Shirley G. Cox

My commission expires:

March 6, 2011

(Notary Seal)



Grantee

The undersigned G, M, and M Tower Group LLC, hereby consents and joins in the foregoing easement and agrees to the terms thereof.

G, M, and M Tower Group LLC

By: Bryan Greiner

Print Name: BRYAN GREINER

Title: CEO

Witness

Print Name Matthew Mewik

Signature [Signature]

Witness

Print Name Nicholas Kiraly

Signature [Signature]

State of Florida County of Duval

The foregoing instrument was acknowledged before me this 17 day of September, 2009, by Doug Swert, who is personally known to me or who has produced _____ as identification number.

Notary Public: Shirley G. Cox

Print Name: Shirley G. Cox

My commission expires: March 6, 2011

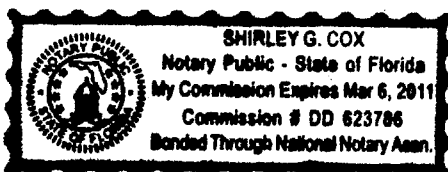


Exhibit "A" to Easement

A part of the Southeast $\frac{1}{4}$ of Section 11, Township 5 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

For a point of reference commence at the southeast corner of said section 11; thence north 01 degrees 14 minutes 10 seconds west, along the east line of said Section 11, a distance of 271.03 feet to the northeasterly right-of-way line of US Highway No. 1 and the west right-of-way line of Ray Road; thence north 41 degrees 14 minutes 47 seconds west along said northeasterly right-of-way line of US Highway No. 1, a distance of 1700.48 feet to the southwesterly corner of those lands as described in Official Records Book 1492 Page 135 of the public records of St. Johns County, Florida, thence north 48 degrees 45 minutes 09 seconds east along the southeasterly line of said lands as described in Official Records Book 1492 Page 135 a distance of 263.91 feet; thence north 41 degrees 14 minutes 51 seconds west, a distance of 35.03 feet to the Point of Beginning; Thence continue north 41 degrees 14 minutes 51 seconds west, a distance of 50.00 feet; thence north 48 degrees 45 minutes 09 seconds east, a distance of 50.00 feet; thence south 41 degrees 14 minutes 51 seconds east, a distance of 50.00 feet; thence south 48 degrees 45 minutes 09 seconds west, a distance of 50.00 feet to the point of beginning.