

RESOLUTION NO. 2009- 75

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 TELECOMMUNICATIONS TOWER SITE KNOWN AS THE NOCATEE TOWN CENTER TOWER SITE.

RECITALS

WHEREAS, the St. Johns County Land Development 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 , attached hereto as 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 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 7th day of April, 2009.

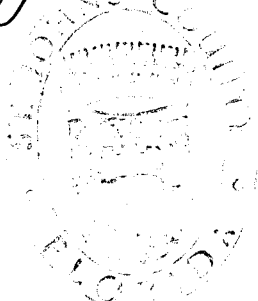
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 4/9/09



STATE OF FLORIDA
COUNTY OF ST. JOHNS

This document prepared by:
Spencer N. Cummings
Pappas Metcalf Jenks & Miller
245 Riverside Ave, Suite 400
Jacksonville, FL 32202

TEMPORARY ACCESS EASEMENT

This Temporary Access Easement ("Easement") is made this 17th day of December, 2008, by and between **PONTE VEDRA TOWER DEVELOPMENT, LLC**, a Florida limited liability company, with an address of 4314 Pablo Oaks Court, Jacksonville, FL 32224, 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.

WITNESSETH:

WHEREAS, Ponte Vedra Tower Development, LLC ("PV Tower"), as "Lessor", has entered into an Option and Ground Lease Agreement dated October 30, 2007 (the "Option and Lease Agreement"), with TowerCom East Coast, L.L.C. ("TowerCom East Coast"), as "Lessee", with respect to that certain land currently owned by GRANTOR described on **Exhibit "A"** attached hereto (the "Leased Premises");

WHEREAS, TowerCom East Coast has assigned its interest under the Option and Lease Agreement to TowerCom III, LLC ("TowerCom");

WHEREAS, the Option and Lease Agreement contemplates the construction of a telecommunications facility on the Leased Premises by TowerCom;

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 GRANTEE, to adequately access the Antenna Tower site for removal of the subject tower not complying with the time periods established within Section 6.08.12(N) (Abandonment); and

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 and over those lands more particularly described on **Exhibit "B"** hereto, as hereinafter provided. A portion of the land described on **Exhibit "B"** is owned by GRANTOR and the remainder of the land described on **Exhibit "B"** is not owned by GRANTOR but GRANTOR has an access and utility easement over such land pursuant to that certain Corrective Access and Utility Easement recorded in Official Records Book 3127, Page 187 of the public records of St. Johns County, Florida (the "Corrective Access and Utility Easement"), which benefits the Leased Premises. Such easement over the land described on **Exhibit "B"** in favor of GRANTEE set forth in this Section 1 consists of (i) a non-exclusive grant by GRANTOR to GRANTEE of GRANTOR's rights of ingress and egress under the Corrective Access and Utility Easement, as to the portion of the land described on **Exhibit "B"** which is subject to such Corrective Access and Utility Easement; and (ii) a grant by GRANTOR to GRANTEE of a non-exclusive access easement over the balance of the land described on **Exhibit "B"** which is not subject to such Corrective Access and Utility Easement but which is owned by GRANTOR.

The easement rights herein granted (a) shall be used by GRANTEE solely for purposes of providing GRANTEE ingress and egress to and over the Leased Premises for the purpose of removing TowerCom'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 the LDC; (b) shall be subject to any modifications made to the Corrective Access and Utility Easement by GRANTOR and the other counterparty thereto, and GRANTEE's consent or joinder to any such modifications to such Corrective Access and Utility Easement shall not be required, including, without limitation, any amendment to such Corrective Access and Utility Easement to amend the legal description of the Easement Land defined therein (so long as access is still available to the Leased Premises); and (c) 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 (i) as to any portion of such easement parcel described on **Exhibit "B"** which is dedicated to governmental authority for public use as a right-of-way; and (ii) after removal of TowerCom's telecommunications facilities from the Leased Premises, whether removed by TowerCom, GRANTOR, GRANTEE, or any third party. 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 this Easement has been terminated and such affidavit shall be effective to terminate this Easement.

4. **RELOCATION**. GRANTOR reserves the right to relocate the easement area at any time and from time to time, provided that the relocated easement shall provide to GRANTEE the ability to access the Leased Premises. GRANTOR may tender a new easement document in connection with such relocation, and demand a release of this Easement from GRANTEE, its successors and assigns. Alternatively, GRANTOR may execute and record an amendment to this Easement relocating the easement area, without the consent or joinder of GRANTEE or any other party, and such amendment shall be binding for all purposes, but if requested by GRANTOR, GRANTEE shall execute any such amendment within thirty (30) days of request by GRANTOR.

5. **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 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.

6. **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.

7. **REMOVAL PERMISSION**. As required by Section 6.08.12(S)(2) and (3) of the LDC, GRANTOR and TowerCom (who consents and joins in this Easement below) hereby give written permission to GRANTEE for GRANTEE and its staff, agents or contractors to enter the Leased Premises and to remove the subject Antenna Tower located there if it is found to be in violation of Section 6.08.12(N) of the LDC.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this 17th day of December, 2008.

(Signatures on following page)

GRANTOR

WITNESS:

PONTE VEDRA TOWER
DEVELOPMENT, LLC,
a Florida limited liability company

As. Klinpeter
Anne T. Klinpeter

Print Name

Lauren L. Owens

Lauren L. Owens

Print Name

By:

CPilinko

Print Name: Christopher Pilinko

Title: Vice President

STATE OF FLORIDA
COUNTY OF Duval

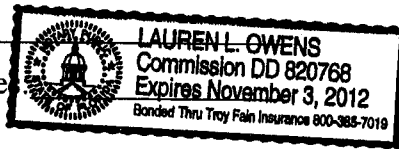
The foregoing instrument was acknowledged before me this 17th day of December, 2008,
by Christopher Pilinko, as Vice President of Ponte Vedra Tower Development, LLC, a Florida
limited liability company, who is personally known to me, ~~or who has produced~~ _____
_____ as identification.

Notary Public:

Lauren L. Owens

Print Name: _____

My commission expires: _____



(Notary Seal)

GRANTEE

ST. JOHNS COUNTY, FLORIDA

a political subdivision of the
State of Florida

WITNESS:

Print Name

Print Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2008,
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)

CONSENT AND JOINDER

The undersigned TowerCom III, LLC hereby consents and joins in the foregoing Easement and agrees to the terms thereof.

TOWERCOM III, LLC
a Florida limited liability company

By: [Signature]
Name: David H. Boeff
Title: CEO

WITNESS
[Signature]
Jennifer Brown
Print Name

[Signature]
NICOLE MEYERS
Print Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22nd day of December, 2008, by David H. Boeff, as CEO, of TOWERCOM III, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me, or has produced _____ as identification.

Notary Public: [Signature]
Print Name: NANCY ANN BURNETTE
My commission expires: 6/09/2010

(Notary seal)

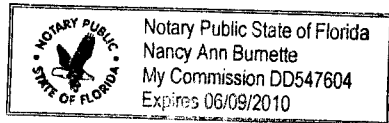


EXHIBIT "A"
LEASED PREMISES

EXHIBIT "B"
EASEMENT PARCEL

TEMPORARY INGRESS/EGRESS & UTILITY EASEMENT LEGAL DESCRIPTION

A VARIABLE WIDTH TEMPORARY EASEMENT PARCEL FOR INGRESS/EGRESS AND UTILITIES LYING IN SECTIONS 5 AND 63, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF THE PROPOSED RIGHT-OF-WAYS FOR MAVERICK WAY AND LITTLE RIVER ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89°28'18" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 5, A DISTANCE OF 108.53 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF CROSSWATER PARKWAY, A VARIABLE WIDTH RIGHT OF WAY AS PRESENTLY ESTABLISHED, SAID POINT ALSO BEING A POINT ON A CURVE; THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: COURSE 1, THENCE SOUTHERLY, ALONG THE ARC OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 198.37 FEET, THROUGH A CENTRAL ANGLE OF 14°00'27", AN ARC LENGTH OF 48.50 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°59'58" WEST, 48.38 FEET; COURSE 2, THENCE SOUTH 24°13'08" EAST, 150.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 198.37 FEET; COURSE 3, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°35'08", AN ARC LENGTH OF 154.37 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°43'36" EAST, 150.50 FEET; COURSE 4, THENCE SOUTH 32°34'45" EAST, 260.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2940.00 FEET; COURSE 5, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°32'10", AN ARC LENGTH OF 335.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°32'42" EAST, 335.21 FEET; COURSE 6, THENCE SOUTH 35°48'47" EAST, 165.88 FEET; COURSE 7, THENCE SOUTH 09°11'13" WEST, 49.50 FEET; THENCE SOUTH 54°11'13" WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE AND ITS SOUTHWESTERLY PROLONGATION, 61.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 765.00 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°11'13", AN ARC LENGTH OF 362.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°35'36" WEST, 359.60 FEET; THENCE SOUTH 27°00'00" WEST, 62.29 FEET; THENCE SOUTH 63°00'00" EAST, 65.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 565.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°29'30", AN ARC LENGTH OF 606.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°15'15" EAST, 577.69 FEET; THENCE SOUTH 01°30'30" EAST, 110.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND ; THENCE S 86° 41' 41" E FOR 95.34 FEET TO THE INTERSECTION WITH THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF MAVERICK WAY (VARIABLE WIDTH); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N 88° 29' 30" E FOR 83.07 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 166.50 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 35° 23' 38" E , 266.29 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 106° 11' 43" FOR 308.60 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 173.50 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 13° 18' 30" E, 178.78 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 01' 26" FOR 187.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 226.50 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 35° 44' 54" E, 67.52 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 08' 40" FOR 67.78 FEET; THENCE N 27° 10' 34" E FOR 17.69 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF CROSSWATER PARKWAY (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S 62° 49' 26" E FOR 100.00 FEET TO INTERSECTION WITH THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF SAID MAVERICK WAY, SAID POINT BEING ON A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1576.76 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 23° 18' 57" W, 215.63 FEET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF MAVERICK WAY AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 50' 30" FOR 215.80 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 226.50 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 10° 32' 12" W, 68.72 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 26' 59" FOR 68.98 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 260.50 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 32° 49' 39" W, 268.46 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 01' 53" FOR 282.03 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 248.11 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 74° 02' 33" W, 121.18; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 16' 09" FOR 122.42 FEET TO THE POINT OF TANGENCY; THENCE S 88° 29' 30" W FOR 52.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 43° 29' 30" W FOR 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR 39.27 FEET TO THE POINT OF TANGENCY, SAID POINT BEING THE INTERSECTION WITH THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF LITTLE RIVER ROAD (PROPOSED 70 FEET WIDE RIGHT-OF-WAY); THENCE ALONG SAID PROPOSED RIGHT-OF-WAY LINE S 01° 30' 30" E FOR 182.63 TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 585.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 17° 32' 57" W, 382.02 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 06' 54" FOR 389.16 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 365.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 24° 39' 36" W, 151.11 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 53' 35" FOR 152.21 FEET; THENCE N 77° 17' 11" W FOR 70.00 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID LITTLE RIVER ROAD AND A POINT ON A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 435.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 24° 39' 37" E, 180.09 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 53' 34" FOR 181.40 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 515.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 17° 32' 57" E , 336.31 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 06' 53" FOR 342.59 FEET TO THE POINT OF TANGENCY; THENCE N 01° 30' 30" W FOR 323.64 FEET TO THE POINT OF BEGINNING.

