

RESOLUTION NO. 2015- 224

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE, AS A CONSENTING PARTY, A TEMPORARY ACCESS EASEMENT TO A COMMUNICATION ANTENNA TOWER SITE LOCATED OFF WILDWOOD DRIVE IN ST. AUGUSTINE, FLORIDA.

RECITALS

WHEREAS, the St. Johns County Land Development Code (“LDC”), Section 6.08.12, requires the dismantling and removal of antenna towers after abandonment; and,

WHEREAS, Section 6.08.12.S of the LDC conditions approvals to locate or construct antenna towers upon receipt of a valid easement, in favor of the County, to allow for access and removal of the facility in the event that it is abandoned; and,

WHEREAS, as part of an application to the St. Johns County Growth Management Department to construct an antenna tower site at 189 Wildwood Drive, (*see* TOWER 2015-000001), T-Mobile South, LLC, has submitted a Temporary Access Easement, attached hereto as Exhibit “A” and incorporated herein by reference, to provide 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 hereby accepts and authorizes the County Administrator, or designee, to execute, as a consenting party, the attached Temporary Access Easement.

Section 3. To the extent that there are typographical and/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.


Section 4. The Clerk is instructed to record the Temporary Access Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 18th day of August, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 8/20/15



EXHIBIT "A" TO RESOLUTION

Prepared by:
Sheri Lewis
St. Johns County
Land Management Systems
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY ACCESS EASEMENT

This Temporary Access Easement (the "Easement") made this _____ day of _____, 2015, by and between **ROBERT QUACKENBUSH** and **VIRGINIA QUACKENBUSH**, husband and wife, their heirs, successors and/or assigns, whose address is 100 W. Genug Road, St. Augustine, Florida, "Grantor", to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, "Grantee", its licensees, agents, successors and assigns, with the consent of **T-MOBILE SOUTH LLC**, a Delaware limited liability company, its licensees, subtenants, agents, successors and assigns, whose address is 7025 AC Skinner Parkway, Jacksonville, FL 32256, "Tenant". 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 time, to and from the leased premises (the "Leased Premises") which is more particularly described herein in Exhibit "A" attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, Grantor, as Landlord, has entered into an Lease Agreement, referred to hereinafter as "Agreement", dated December 05, 2014, granting to T-Mobile South 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, party of the first part has executed this Temporary Access Easement on the day and year first above written.

<SIGNATURES APPEAR ON NEXT PAGE>

Signed, sealed and delivered
In the presence of:

Christin Sinetsch
Print Witness name Christin Sinetsch

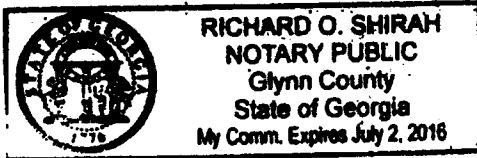
Kendra Cabral
Print Witness name Kendra Cabral

Christin Sinetsch
Print Witness name Christin Sinetsch

Kendra Cabral
Print Witness name Kendra Cabral

STATE OF Georgia
COUNTY OF Glynn

The foregoing instrument was acknowledged before me this 19th day of June, 2015, by Robert Quackenbush and Virginia Quackenbush, husband and wife, who are personally known to me.



GRANTOR

Robert Quackenbush
Print Name: Robert Quackenbush
Title: owner

Virginia D. Quackenbush
Print Name: Virginia Quackenbush
Title: owner

Richard O. Shirah
Notary Public
My commission expires: 7/2/16

<SIGNATURES CONTINUE ON NEXT PAGE>

Signed, sealed and delivered
In the presence of:

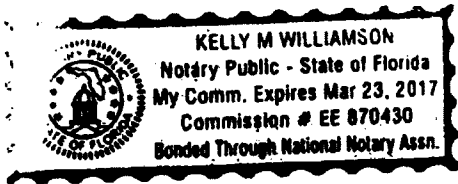
CONSENTING PARTY
T-Mobile South LLC

Michelle Norris
Print Witness name Michelle Norris
Julia Pace
Print Witness name Julia Pace

By: David Seale
David Seale
Director, Network Eng. & Ops.

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 10th day of June, 2015, by David Seale, Director, Network Engineering & Operations, of T-Mobile South LLC, who is personally known to me.



[Signature]
Notary Public
My commission expires: 3-23-17

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 _____, 2015, by Michael D. Wanchick, County Administrator who is personally known to me.

Notary Public
My commission expires: _____

EXHIBIT A

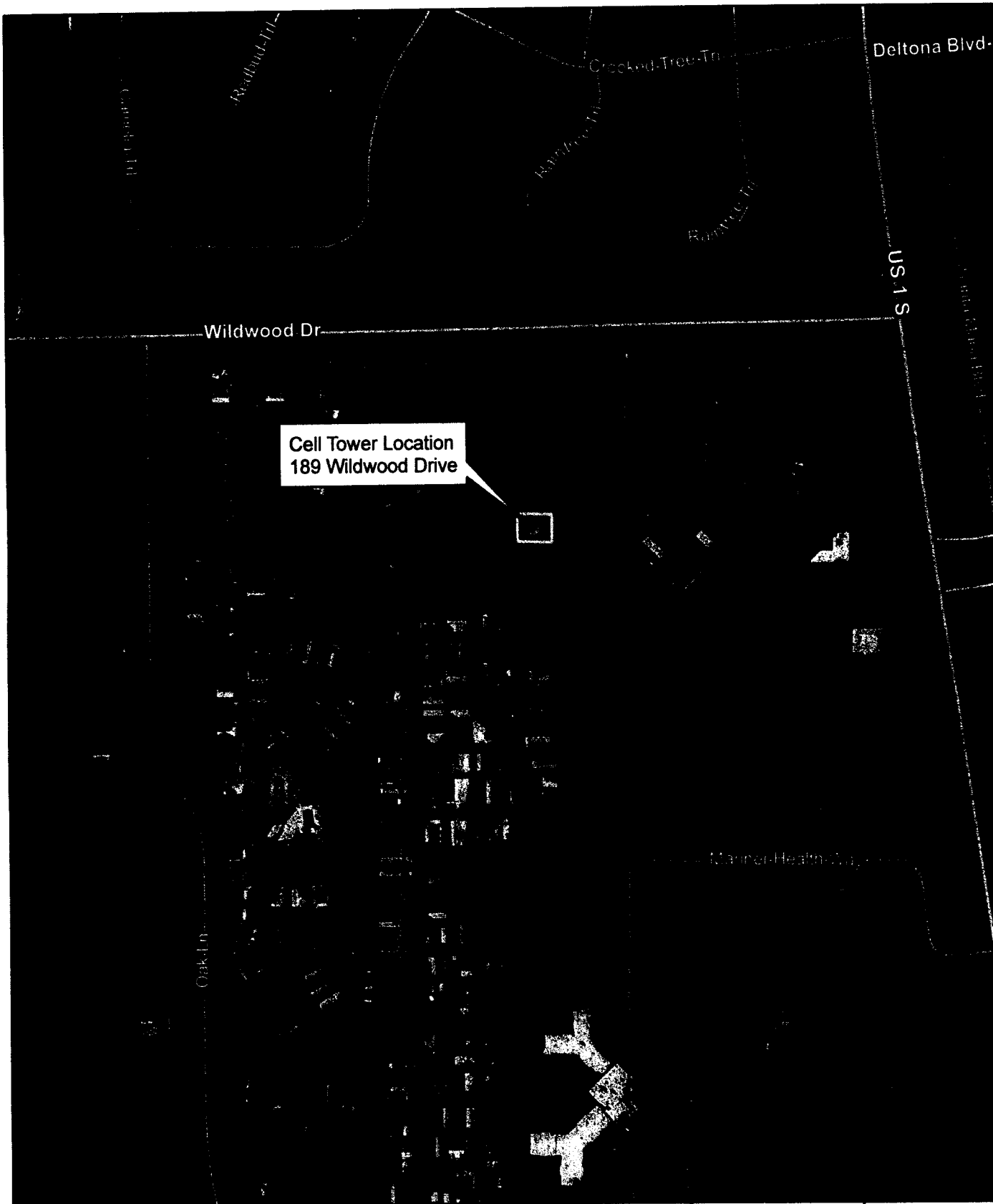
LEASED PREMISES:

BEING PART OF THAT LAND DESCRIBED IN O. R. BOOK 461, PAGE 385, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: BEING ALL OF SAID PROPERTY DESCRIBED IN O. R. BOOK 461, PAGE 385, LESS AND EXCEPT THE SOUTH 140 FEET THEREOF, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 38, TOWNSHIP 8 SOUTH, RANGE 30 EAST, WITH THE RANGE LINE BETWEEN RANGE 29 EAST AND RANGE 30 EAST: THENCE NORTH $0^{\circ} 32'$ WEST ON SAID RANGE LINE, 558.69 FEET: THENCE CONTINUING ON SAID RANGE LINE NORTH $2^{\circ} 10'$ WEST A DISTANCE OF 1876.17 FEET: THENCE NORTH $87^{\circ} 57'$ EAST (653.40 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT OF WAY OF WILDWOOD DRIVE, A 66 FOOT RIGHT OF WAY) A DISTANCE OF 400 FEET: THENCE NORTH $2^{\circ} 10'$ WEST (PARALLEL TO THE WEST LINE OF SECTION 48) A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING: THEN CONTINUE NORTH $2^{\circ} 10'$ WEST A DISTANCE OF 513.40 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY OF WILDWOOD DRIVE: THENCE SOUTH $14^{\circ} 15' 18''$ EAST A DISTANCE OF 52.27 FEET: THENCE SOUTH $87^{\circ} 57'$ WEST A DISTANCE OF 110.0 FEET TO THE POINT OF BEGINNING.

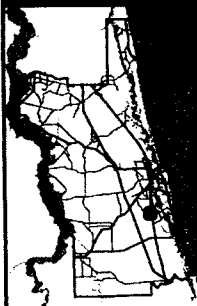
EXHIBIT B

EASEMENT AREA

A PORTION OF F. FALANY GRANT, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 29 EAST AND SECTION 48, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWESTERLY CORNER OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 461, PAGE 385, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER BEING 653.40 FEET SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WILDWOOD DRIVE (A 66 FOOT RIGHT-OF-WAY) AND 400.00 FEET EAST OF THE WESTERLY BOUNDARY LINE OF SAID SECTION 48; THENCE NORTH 02 DEGREES 10 MINUTES 00 SECONDS WEST, ALONG THE WESTERLY BOUNDARY LINE OF SAID OFFICIAL RECORDS BOOK 461, PAGE 385, SAID LINE ALSO BEING PARRALLEL WITH THE SAID WESTERLY BOUNDARY LINE OF SAID SECTION 48, 170.00 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 00 SECONDS WEST, DEPARTING FROM SAID WESTERLY BOUNDARY LINE OF OFFICIAL RECORDS BOOK 461, PAGE 385, SAID LINE ALSO BEING PARRALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WILDWOOD DRIVE, 18.00 FEET; THENCE SOUTH 02 DEGREES 10 MINUTES 00 SECONDS EAST, SAID LINE BEING PARRALEL WITH SAID WESTERLY BOUNDARY LINE OF SAID SECTION 48, 170.00 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 00 SECONDS EAST, SAID LINE BEING PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WILDWOOD DRIVE, 18.00 FEET TO THE POINT OF BEGINNING.



Cell Tower Location
189 Wildwood Drive



2013 Aerial Imagery
0 100 200
Feet
June 24, 2015

Temporary Access Agreement

Cell Tower Location

Land Management
Systems
Real Estate
Division
(904) 209-0764

Disclaimer:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

