

RESOLUTION NO. 2018- 210

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A NON-EXCLUSIVE REMOVAL EASEMENT AGREEMENT FOR A TELECOMMUNICATION TOWER TO BE LOCATED OFF PALM VALLEY ROAD AND CORRIDOR ROAD SOUTH.

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 a telecommunication tower off Palm Valley Road and Corridor Road South, (*see* NDR CSTPL 2018-000038), PGA Tour, Inc., has submitted a Non-Exclusive Removal Easement Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, 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 above described Non-Exclusive Removal Easement Agreement, attached and incorporated hereto, is hereby approved by the Board of County Commissioners and the County Administrator, or designee, is authorized to execute the easement on behalf of the County.

Section 3. To the extent that there are typographical, scrivener 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 Non-Exclusive Removal Easement Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 17th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk

By: Hunter S. Conrad
Deputy Clerk

RENDITION DATE 7/19/2018

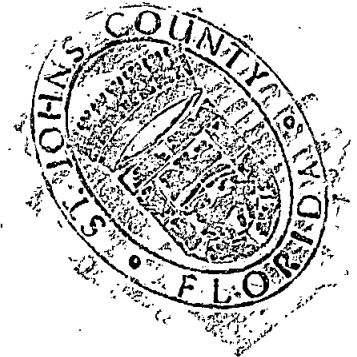


EXHIBIT "A" TO RESOLUTION

Prepared By and Return To:

Tirso M. Carreja, Jr., Esq.
Shutts & Bowen LLP
4301 W. Boy Scout Blvd., Suite 300
Tampa, Florida 33607

NON-EXCLUSIVE REMOVAL EASEMENT AGREEMENT

THIS NON-EXCLUSIVE REMOVAL EASEMENT AGREEMENT (this "Agreement") is made as of the 10th day of May, 2018, (the "Effective Date") by PGA TOUR, INC., a Maryland corporation ("Grantor") with a mailing address of 100 PGA TOUR Blvd., Ponte Vedra Beach, Florida 32082, to and in favor of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (the "County").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain property more particularly described as Exhibit "A" (the "**Tower Property**") attached hereto and incorporated herein and desires to construct a telecommunications tower (the "**Tower**") on the Tower Property;

WHEREAS, as a condition precedent to the County's approval of the Tower, Grantor is required to grant the County a non-exclusive easement in accordance with Section 6.08.12.S.2. of the St. Johns County Land Development Code to permit the County to access and remove the Tower in the event Grantor fails to comply with the removal time frames set forth in Section 6.08.12.N. of the St. Johns County Land Development Code (the "**Removal Easement**"); and

WHEREAS, the Grantor desires to grant to the County the Removal Easement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of these premises, the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby covenant, stipulate, acknowledge and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein and made a part of this Agreement as if fully set forth herein.

2. Grant of Easement. As of the Commencement Date (as defined below), Grantor hereby grants to the County the Removal Easement in and to the Tower Property; for the purposes of accessing and removing the Tower in accordance with the St. Johns County Land Development Code.

3. Term. This Agreement shall be effective as of the Effective Date. The Removal Easement shall commence as of the date that is one hundred and eighty-five (185) days

following the County's determination that the Tower has been abandoned (the "**Commencement Date**"), which determination shall be made pursuant to Section 6.08.12.N. of the St. Johns County Land Development Code, and shall automatically terminate on the date that the removal of the Tower by the County is complete.

4. Notice of Determination of Abandonment. The County shall provide written notice to Grantor within twenty-four (24) hours of making a determination that the Tower has been abandoned, for any of the reasons set forth in Section 6.08.12.N.1. of the St. Johns County Land Development Code ("**Notice of Abandonment**"). The Notice of Abandonment will set forth the reason for the determination and the date the determination was made. If Grantor does not reactive use of the Tower or transfer the Tower to another operator, or dismantle and remove the Tower within one hundred and eighty-five (185) days following the Notice of Abandonment, the County shall, prior to exercising its rights under the Removal Easement, provide timely written notice to Grantor that the County is exercising its rights under the Removal Easement.

5. Warranties of Title. Grantor covenants and warrants with and to the County that, Grantor is lawfully seized of the Tower Property in fee simple, and that Grantor has good right and lawful authority to grant and convey the Removal Easement. Grantor further covenants that there are no liens, judgments or impediments of title on the Tower Property, or affecting Grantor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Tower Property by the County as set forth in this Agreement.

6. Reservation of Use. Grantor retains the right to use the Tower Property for any and all purposes and uses which, as of the Commencement Date, shall not unreasonably interfere with the County's use of the Tower Property as set forth in this Agreement.

7. Notices. Any notice which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i) certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

To Grantor: PGA TOUR, Inc.
 100 PGA TOUR Blvd.
 Ponte Vedra Beach, Florida 32082
 Attention: Leonard D. Brown, Jr.
 Executive Vice President and
 Chief Legal Officer

With a copy to: Shutts & Bowen LLP
4301 W. Boy Scout Blvd.
Suite 300
Tampa, FL 33607
Attention: Tirso M. Carreja, Jr.

To County: St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

With a copy to: St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attention: Patrick McCormack

8. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties, the intent of the parties being as set forth in this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other government or judicial authority by reason of either party having, or being deemed to have, structured, drafted or specified such provision. To the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of Grantor's interest in and to any part of the Tower Property.

9. Governing Law; Jurisdiction. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in the County of St. Johns County, State of Florida.

10. Modification. This Agreement, once executed and delivered, shall not be modified or altered in any respect, except in writing, executed by both Grantor and the County, their successors or assigns.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. The delivery of counterpart signatures by facsimile transmission or e-mail, of PDF format electronic copy shall have the same force and effect as the delivery of a signed hard copy.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor and County have caused these premises to be executed in the manner and form sufficient to bind them as of the Effective Date.

WITNESSES:

GRANTOR:

PGA TOUR, INC., a Maryland corporation

Amara
Name: odia Mapa

Stacey Phillips
Name: Stacey Phillips

By: _____
Name: Kenneth J Sharkey
Title: Chief Financial Officer
Date: May 10, 2018

STATE OF FLORIDA)
COUNTY OF ST JOHNS)

The foregoing instrument was acknowledged before me this 10th day of May, 2018, by Kenneth J Sharkey, the Chief Financial Officer of PGA TOUR, INC., a Maryland corporation, on behalf of the company, who is personally known to me or produced _____ as identification.

[Affix Notary Seal]

Diana L. McGhee
Notary Public



(Print or type name)
Commission No.: _____
My Commission Expires: _____

WITNESSES:

COUNTY:

ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

Date: _____

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, the _____ of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of the entity, who is personally known to me or produced _____ as identification.

[Affix Notary Seal]

Notary Public

(Print or type name)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"
Tower Property Legal Description
Page 1 of 2

A PORTION OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTIONS OF THE SOUTHERLY RIGHT-OF-WAY LINE OF T.P.C BOULEVARD - PARCEL "A", ALSO KNOWN AS P.G.A TOUR BOULEVARD (A RIGHT OF WAY OF VARYING WIDTH) AS SHOWN ON THE PLAT OF WATER OAK, RECORDED IN MAP BOOK 14, PAGES 51 THROUGH 54, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A (A 200 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 00 DEGREES 40 MINUTES 10 SECONDS WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, 863.72 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07 DEGREES 09 MINUTES 54 SECONDS WEST, CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, 1184.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2964.93 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, AND ALONG THE ARC OF SAID CURVE AND ARC LENGTH OF 317.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04 DEGREES 05 MINUTES 44 SECONDS WEST AND A CHORD DISTANCE OF 317.51 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD (COUNTY ROAD NO. C-210, A 66 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED) THENCE SOUTH 07 DEGREES 05 MINUTES 54 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD, A DISTANCE OF 217.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2492.90 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 460.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12 DEGREES 27 MINUTES 24 SECONDS WEST AND A CHORD DISTANCE OF 459.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17 DEGREES 44 MINUTES 53 SECONDS WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD, A DISTANCE OF 133 .08 FEET; THENCE NORTH 72°15'07" WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, 566.33 FEET; THENCE SOUTH 20°52'20" WEST, 6.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 69°07'40" EAST, 43.00 FEET; THENCE SOUTH 20°52'20" WEST, 75.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 8.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.57 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°52'20" WEST AND A CHORD DISTANCE OF 11.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 69°07'40" WEST, 63.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 8.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ARC LENGTH OF 12.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°07'40" WEST AND A CHORD DISTANCE OF 11.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°52'20" EAST, 75.00 FEET; THENCE SOUTH 69°07'40" EAST, 38.00 FEET TO THE POINT OF BEGINNING.

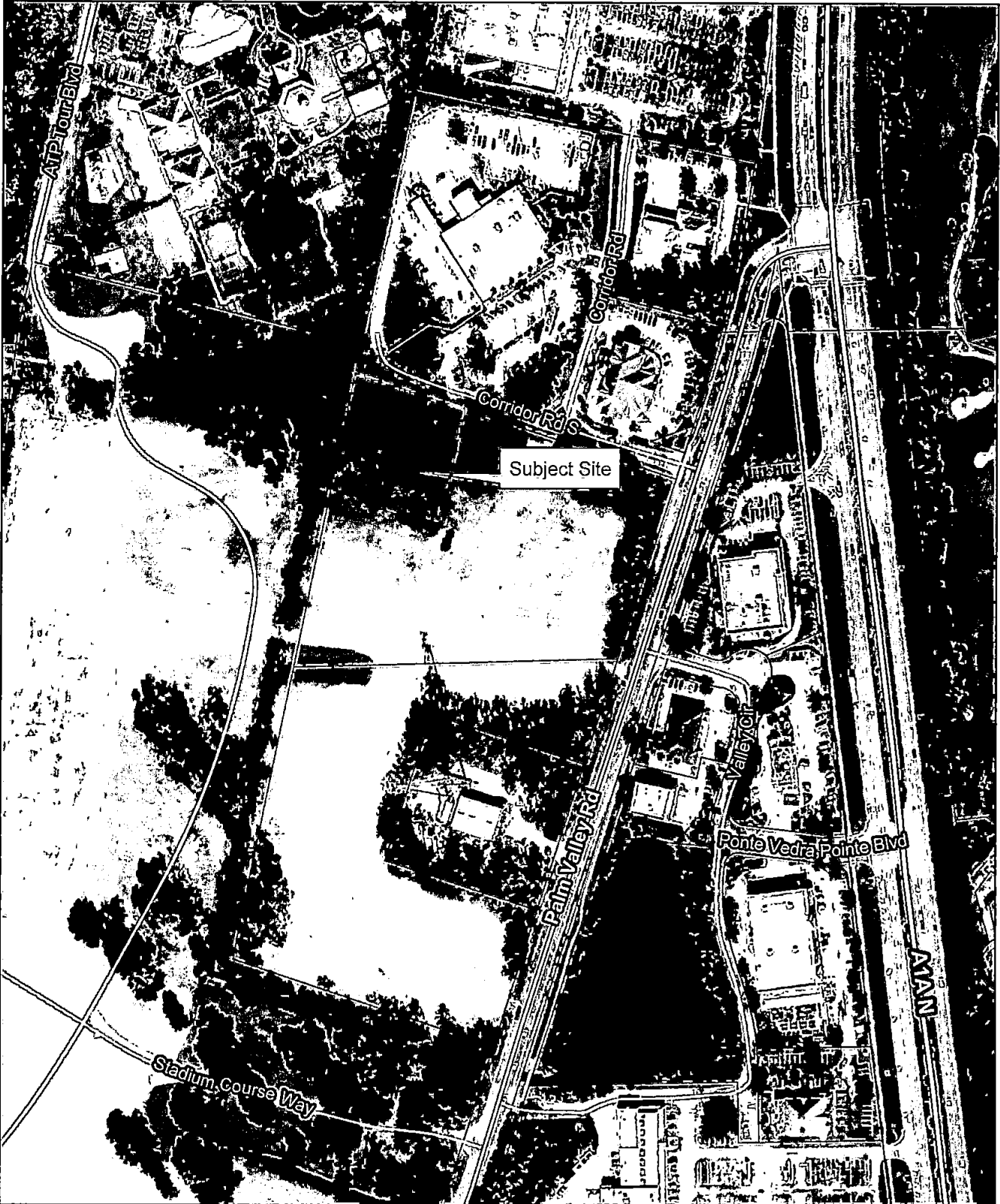
EXHIBIT "A"
"Tower Property" continued
Page 2 of 2


Together with:

20' ACCESS EASEMENT

A PORTION OF SECTION 34, TOGETHER WITH A PORTION OF THE SEBASTIAN ESPINOZA GRANT SECTION 42, BOTH IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF T.P.C. BOULEVARD - PARCEL "A", ALSO KNOWN AS P.G.A. TOUR BOULEVARD (A RIGHT OF WAY OF VARYING WIDTH) AS SHOWN ON THE PLAT OF WATER OAK, RECORDED IN MAP BOOK 14, PAGES 51 THROUGH 54, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A (A 200 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 00 DEGREES 40 MINUTES 10 SECONDS WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, 863.72 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07 DEGREES 09 MINUTES 54 SECONDS WEST, CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A, 1184.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2964.93 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 317.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04 DEGREES 05 MINUTES 44 SECONDS WEST AND A CHORD DISTANCE OF 317.51 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD (COUNTY ROAD NO. C-210, A 66 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED) THENCE SOUTH 07 DEGREES 05 MINUTES 54 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD, A DISTANCE OF 217.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2492.90 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 460.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12 DEGREES 27 MINUTES 24 SECONDS WEST AN A CHORD DISTANCE OF 459.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17 DEGREES 44 MINUTES 53 SECONDS WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD, A DISTANCE OF 133.08 FEET; THENCE NORTH 72°15'07" WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, 566.33 FEET; THENCE SOUTH 20°52'20" WEST, 6.91 FEET; THENCE NORTH 69°07'40" WEST, 36.00 FEET; THENCE SOUTH 20°52'20" WEST, 26.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 69°07'40" WEST, 20.00 FEET; THENCE SOUTH 20°52'20" WEST, 61.00 FEET; THENCE NORTH 69°07'40" WEST, 557.64 FEET; THENCE NORTH 05°46'06" WEST, 86.88 FEET TO A POINT ON THE SOUTHERLY LINE OF UTILITY EASEMENT KK, AS RECORDED IN OFFICIAL RECORDS BOOK 804, PAGE 115 OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 76°19'52" WEST, ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF UTILITY EASEMENT LL, AS RECORDED IN OFFICIAL RECORDS BOOK 804, PAGE 115 OF SAID PUBLIC RECORDS, 21.21 FEET; THENCE SOUTH 05°46'06" EAST, LEAVING SAID SOUTH LINE 106.28 FEET; THENCE SOUTH 69°07'40" EAST, 688.98 FEET; THENCE NORTH 20°52'20" EAST, 89.09 FEET; THENCE NORTH 69°07'40" WEST, 20.00 FEET; THENCE SOUTH 20°52'20" WEST, 56.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 8.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°52'20" WEST, AND A CHORD DISTANCE OF 11.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°07'40" WEST, 63.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°07'40" WEST, AND A CHORD DISTANCE OF 11.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°52'20" EAST, 48.50 FEET TO THE POINT OF BEGINNING.




 2013 Aerial Imagery
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 Feet
 June 20, 2018

**Non-Exclusive Removal
 Easement Agreement**

PGA Tour, Inc.

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.

