

RESOLUTION NO. 2020- 138

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* ARCCC 2019-000028), 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.

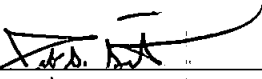
Section 3. To the extent that there are typographical, scrivener and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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 21 day of April, 2020.


**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____


Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: _____


Deputy Clerk

RENDITION DATE 4/23/20



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 ____ day of _____, 2020, (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
Land Management Systems
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

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020, by _____, the _____ 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]

Notary Public

(Print or type name)

Commission No.: _____

My Commission Expires: _____

WITNESSES:

Name: _____

Name: _____

COUNTY:

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

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, 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 3

Tower Parcel:

A PORTION OF THE CHRISTINA HILL GRANT, SECTION 70, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD (A 66 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 804, PAGE 78 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 17°55'32" WEST, 163.83 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 17°55'32" WEST, 36.17 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 3: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1317.00 FEET, AN ARC DISTANCE OF 3.12 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 17°59'36" WEST, 3.12 FEET; THENCE NORTH 73°07'51" WEST, 51.86 FEET; THENCE NORTH 78°36'44" WEST, 28.82 FEET; THENCE NORTH 82°43'57" WEST, 81.28 FEET; THENCE NORTH 77°48'38" WEST, 19.44 FEET; THENCE NORTH 75°38'33" WEST, 73.50 FEET; THENCE NORTH 75°08'35" WEST, 33.98 FEET; THENCE NORTH 71°31'56" WEST, 11.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.08 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 66°48'52" WEST, 26.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°09'39" WEST, 12.64 FEET; THENCE SOUTH 64°50'21" EAST, 42.56 FEET; THENCE SOUTH 25°10'30" WEST, 55.52 FEET; THENCE NORTH 64°49'39" WEST, 20.00 FEET; THENCE NORTH 25°10'35" EAST, 35.52 FEET; THENCE NORTH 64°50'21" WEST, 42.55 FEET; THENCE NORTH 25°09'39" EAST, 87.53 FEET; THENCE SOUTH 63°22'40" EAST, 9.32 FEET; THENCE SOUTH 67°25'11" EAST, 18.08 FEET; THENCE SOUTH 71°30'52" EAST, 13.33 FEET; THENCE SOUTH 74°19'14" EAST, 24.25 FEET; THENCE SOUTH 74°21'56" EAST, 11.32 FEET; THENCE SOUTH 75°25'56" EAST, 73.26 FEET; THENCE SOUTH 77°39'57" EAST, 20.62 FEET; THENCE SOUTH 83°00'00" EAST, 77.44 FEET; THENCE SOUTH 78°36'44" EAST, 30.82 FEET; THENCE SOUTH 76°37'54" EAST, 55.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,874 SQUARE FEET, MORE OR LESS.

Together with:

EXHIBIT "A"
Tower Property Legal Description
Page 2 of 3

Access Easement:

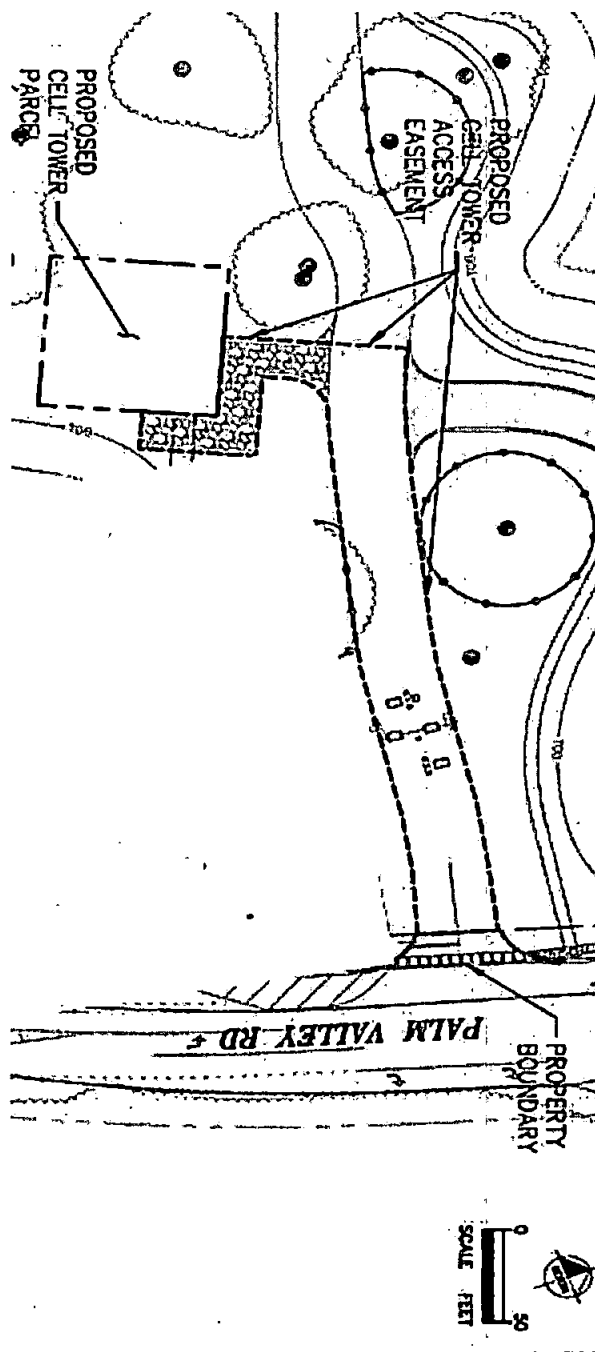
A PORTION OF THE CHRISTINA HILL GRANT, SECTION 70, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

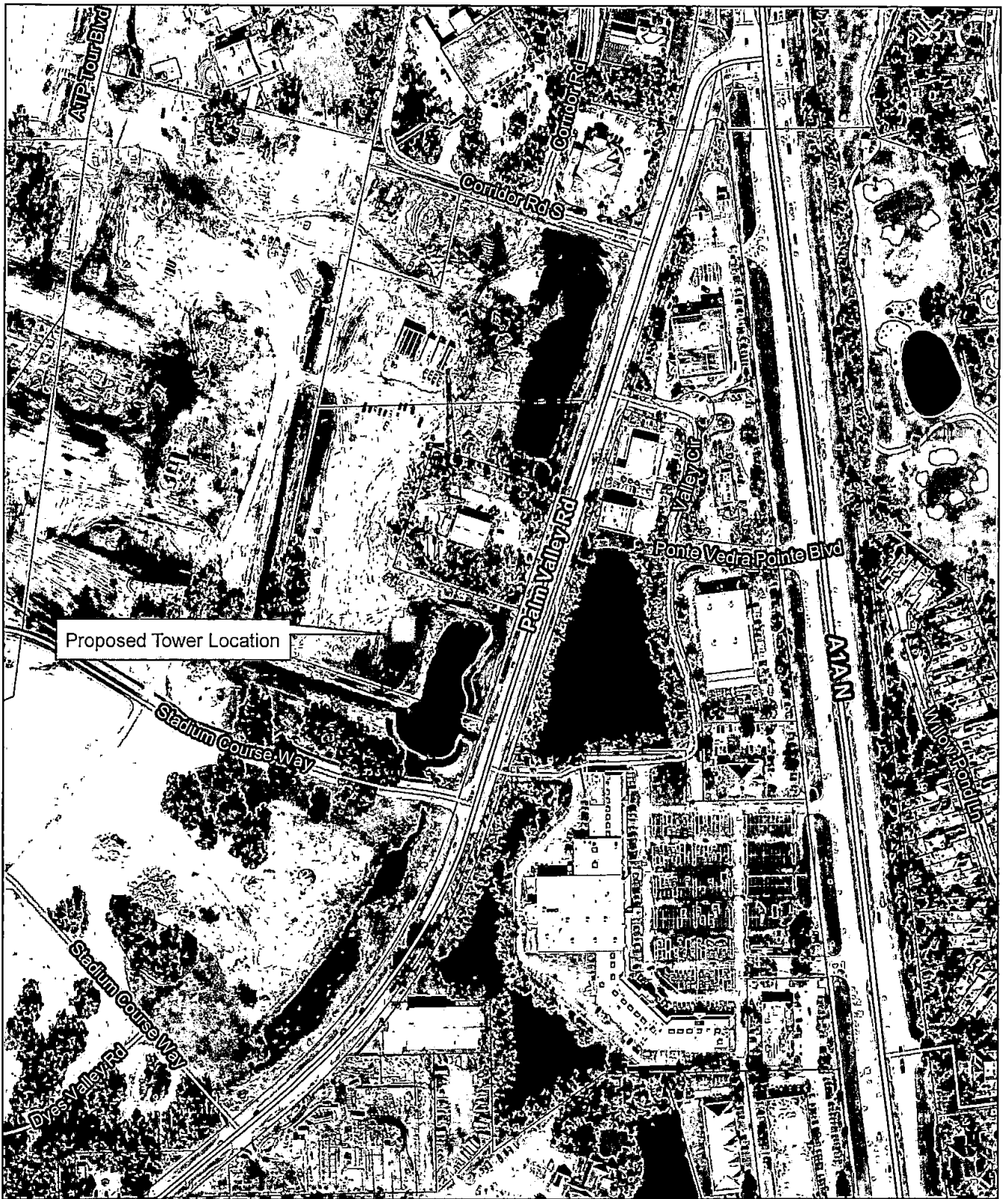
COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD (A 66 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 804, PAGE 78 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF PALM VALLEY ROAD, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE NO. 1: SOUTH 17°55'32" WEST, 200.00 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1317.00 FEET, AN ARC DISTANCE OF 14.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°14'11" WEST, 14.30 FEET TO A POINT OF THE ARC OF SAID CURVE AND THE POINT OF BEGINNING; COURSE NO. 3: SOUTHERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1317.00 FEET AN ARC DISTANCE OF 10.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°46'02" WEST, 10.11 FEET; THENCE NORTH 79°37'00" WEST, 129.51 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 29.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°00'55" WEST, 28.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 82.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°50'22" WEST, 75.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 47.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°19'00" WEST, 46.38 FEET; THENCE NORTH 64°51'08" WEST, 44.96 FEET; THENCE NORTH 25°10'35" EAST, 10.00 FEET; THENCE SOUTH 64°51'08" EAST, 41.84 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 50.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°07'29" EAST, 49.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 67.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°50'22" EAST, 61.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 41.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°00'55" EAST, 39.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°37'00" EAST, 130.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,340 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"
Tower Property Site Drawing
Page 3 of 3





Proposed Tower Location



2016 Aerial Imagery
 0 100 200
 Feet
 March 30, 2020

Tower Removal Easement

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.

