

RESOLUTION NO. 2025-201

**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 TEMPORARY ACCESS EASEMENT FOR A TELECOMMUNICATION TOWER TO BE LOCATED OFF FORT PEYTON DRIVE.**

**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 approval 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 Fort Peyton Drive, (*see* TOWER 2025-1), The Hughes Cemetery, Inc. in conjunction with Anthemnet, Inc., has submitted a Temporary Access Easement, 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 Board of County Commissioners hereby approves the material terms and conditions of the Temporary Access Easement, attached and incorporated hereto, and authorizes the County Administrator, or designee, to execute said easement on behalf of the County in substantially the form attached hereto.

**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 Temporary Access Easement in the Public Records of St. Johns County, Florida.

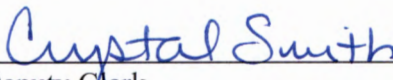
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 17th day of June, 2025.

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

Rendition Date JUN 17 2025

BY:   
Krista Joseph, Chair

**ATTEST:** Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

  
Deputy Clerk



## EXHIBIT "A" TO RESOLUTION

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

### TEMPORARY ACCESS EASEMENT

This Temporary Access Easement (the "Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **THE HUGHES CEMETERY, INC.**, a Florida not-for-profit corporation, whose mailing address is 2600 CH Arnold Road, St. Augustine, FL 32092, "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 **ANTHEMNET, INC.**, a Delaware corporation, whose address is 5151 Headquarters Drive, Suite 170 Plano, TX 75024 ("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 a Lease Agreement, referred to hereinafter as "Agreement", dated March 22, 2024, granting to Anthemnet Inc., 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 an 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.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

IN WITNESS WHEREOF, party of the first part has executed this Temporary Access Easement on the day and year first above written.

Signed, sealed and delivered  
In the presence of:

GRANTOR  
THE HUGHES CEMETERY, INC.,  
a Florida not-for-profit corporation

[Signature]  
Witness Signature

Matthew Kirkland  
Print Name

2764 S Collins Ave  
St Augustine FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

By: Michael E Carr

Print Name: Michael E. Carr

Title: Vice President

[Signature]  
Witness Signature

Lee M. Andrews  
Print Name

2764 S. Collins Ave.  
St. Augustine, FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF Florida  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of April, 2025, by Michael E. Carr, who is Vice President of the Hughes Cemetery, Inc., on behalf of said company. Such person is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
My Commission Expires: 12/25/27

IN WITNESS WHEREOF, party of the first part has executed this Temporary Access Easement on the day and year first above written.

Signed, sealed and delivered  
In the presence of:

[Handwritten Signature]  
Witness Signature

Robert Cummins  
Print Name

3420 S Dallas Pkwy, unit 102  
Celina, TX 75009  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

[Handwritten Signature]  
Witness Signature

Travis West  
Print Name

6709 Avalon ave  
Dallas TX, 75214  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF Texas  
COUNTY OF Collin

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12 day of May, 2025, by John Brian Richmond, who is President/CEO of ANTHEMNET, INC., on behalf of said company. Such person is personally known to me or has produced [Handwritten Signature] as identification.

CONSENTING PARTY  
ANTHEMNET, INC.  
A Delaware corporation

[Handwritten Signature]  
By: \_\_\_\_\_

Print Name: John Brian Richmond

Title: President/CEO



[Handwritten Signature]  
Notary Public  
My Commission Expires: 2-16-2028

**IN WITNESS WHEREOF**, party of the first part has executed this Temporary Access Easement on the day and year first above written.

Signed, sealed and delivered  
In the presence of:

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

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Joy Andrews, County Administrator

\_\_\_\_\_  
Print Name

St. Johns County  
4010 Lewis Speedway  
St. Augustine, FL 32084

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

St. Johns County  
4010 Lewis Speedway  
St. Augustine, FL 32084

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Joy Andrews as County Administrator for St. Johns County who is personally known to me.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTEST:** Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

\_\_\_\_\_  
Deputy Clerk

**EXHIBIT A  
LEASED PREMISES**

A PARCEL OF LAND LYING WITHIN GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 08 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3, ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF FORT PEYTON DRIVE, BEING MARKED BY A FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION); THENCE S89°08'05"W, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 59.78 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FORT PEYTON DRIVE; BEING MARKED BY A FOUND 1/2" CAPPED IRON PIPE (PLS 1946); THENCE CONTINUE S89°08'05"W, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 352.52 FEET; THENCE N00°51'55"W, DEPARTING THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 439.80 FEET TO THE POINT OF BEGINNING; THENCE S89°08'05"W, A DISTANCE OF 50.00 FEET; THENCE N00°51'55"W, A DISTANCE OF 50.00 FEET; THENCE N89°08'05"E, A DISTANCE OF 50.00 FEET; THENCE S00°51'55"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PROPOSED 50'X50' ANTHEMNET LEASE AREA CONTAINING 2,500 SQUARE FEET



**EXHIBIT B  
EASEMENT AREA**

A STRIP OF LAND LYING WITHIN GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 08 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3, ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF FORT PEYTON DRIVE, BEING MARKED BY A FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION); THENCE S89°08'05"W, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 59.78 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF FORT PEYTON DRIVE; BEING MARKED BY A FOUND 1/2" CAPPED IRON PIPE (PLS 1946); THENCE CONTINUE S89°08'05"W, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 352.52 FEET; THENCE N00°51'55"W, DEPARTING THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 439.80 FEET; THENCE S89°08'05"W, A DISTANCE OF 50.00 FEET; THENCE N00°51'55"W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°51'55"W, A DISTANCE OF 20.00 FEET; THENCE N89°08'05"E, A DISTANCE OF 15.00 FEET; THENCE N00°51'55"W, A DISTANCE OF 36.84 FEET; THENCE N89°52'18"E, A DISTANCE OF 345.27 FEET; THENCE S61°44'03"E, A DISTANCE OF 63.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID FORT PEYTON DRIVE; THENCE S00°38'45"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 22.57 FEET; THENCE N61°44'03"W, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 69.24 FEET; THENCE S89°52'18"W, A DISTANCE OF 319.95 FEET; THENCE S00°51'55"E, A DISTANCE OF 16.58 FEET; THENCE N89°08'05"E, A DISTANCE OF 15.00 FEET; THENCE S00°51'55"E, A DISTANCE OF 20.00 FEET; THENCE S89°08'05"W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PROPOSED NON-EXCLUSIVE ANTHEMNET ACCESS & UTILITY EASEMENT CONTAINING 9,517 SQUARE FEET, MORE OR LESS.





2024 Aerial Imagery

Date: 4/14/2025

Temporary Access Easement

Anthemnet, Inc.



Land Management  
Systems  
(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 herein.