RESOLUTION NO. 2006-5

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF A LICENSE AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LICENSE AGREEMENT FROM ST. JOHNS COUNTY, FLORIDA TO BELL SOUTH TELECOMMUNICATIONS, INC., ALLOWING THE COUNTY ADDITIONAL SPACE TO ACCESS SIMMS PIT.

RECITALS

WHEREAS, BellSouth Telecommunications, Inc., has agreed to a License Agreement, attached hereto as Exhibit "A", incorporated and made a part hereof, allowing BellSouth Telecommunications, Inc. to use an existing 45' Ingress/Egress and Utility Easement recorded in Official Records Book 569, page 324 in St. Johns County, Florida, to access, construct and maintain their facilities located off of Holmes Blvd.; and,

WHEREAS, the License Agreement will allow BellSouth Telecommunications, Inc., to access and place equipment on County owned property; and

WHEREAS, giving BellSouth Telecommunications Inc., a License Agreement they have agreed to move their equipment onto County owned property allowing the County to access Simms Pit off of Holmes Boulevard. For the safety of the neighborhood, this area described in the License Agreement would be the suitable access point to Simms Pit.

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 the terms of the License Agreement and authorizes the County Administrator to execute the License Agreement.

Section 3. The Clerk is instructed to record the original License Agreement in the Official Records Book of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 10th day of January, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Deputy Clerk

RENDITION DATE 1-12-06
LICENSE AGREEMENT

For and in consideration of Ten dollars ($10.00) and other good and valuable consideration, this adequacy and receipt of which is hereby acknowledge, on __________, 2005, ST. JOHNS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, does hereby grant to BELLSouth TELECOMMUNICATIONS, INC., a Georgia corporation, its licensees, contractors, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, a License to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require upon, over, and under the following lands located in St. Johns County, Florida Records, and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said real property which is legally described as follows and is hereinafter referred to as the Licensed Property:

SEE ATTACHED EXHIBIT “A”

The following rights are also granted with regard to the Licensed Property: the right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said License and Licensed Property for communications or electric power transmission or distribution; ingress to and egress from said License and Licensed Property at all times; the right, but not the obligation, to clear the License and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the License which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said Licensed Property to conform to any future highway relocation, widening, or improvements or any requirements of the Grantee.

To have and to hold the above granted License unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity subject to the provisions hereof. This License shall become irrevocable upon commencement of installation by Grantee of communications systems or facilities on the Licensed Property and it shall remain irrevocable so long as telecommunications service is provided by such systems or facilities or such systems or facilities are being installed by the Grantee. No other person or entity shall be granted an interest in the Licensed Property or another license which supersedes this License. Any interest granted in the Licensed Property or other license granted by Grantor after the date of this License
shall be exercised only in a manner that does not conflict with, restrict or adversely affect Grantee’s use of the License granted herein.

The License is binding and is enforceable against and on the Licensed Property, the Grantor and its successors and assigns.

In witness whereof, the undersigned has/have caused this instrument to be executed on the _____ day of ___________, 2005.

"GRANTOR"

Signed, sealed, and delivered
In the presence of:

________________________________________
Witness

________________________________________
Witness

ST. JOHNS COUNTY, FLORIDA, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By:________________________
Ben W. Adams, Jr.
County Administrator

State of Florida
County of St. Johns

I HEREBY CERTIFY that Ben W. Adams, Jr., as County Administrator of St. Johns County, Florida, a Political Subdivision of the State of Florida, personally appeared before me and acknowledged that he/she was the same. The foregoing instrument was acknowledged before me this _____ day of ___________, 2005, by Ben W. Adams who is personally known to me.

Witness my hand and official seal in the County and State last aforesaid this _____ day of ___________, 2005.

________________________________________
Notary Public
Print Name:________________________

Grantor’s Address:
St. Johns County
Real Estate Division
4020 Lewis Speedway
St. Augustine FL 32084

Grantee’s Address:
BellSouth Telecommunications, Inc.
c/o True Vance Communications
2783 Segrest Road
Pace, Florida 32571
Attn:Linda Jones
EXHIBIT "A"

EQUIPMENT LICENSE PARCEL
LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 1 IN SECTION 23, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID GOVERNMENT LOT 1 ACCORDING TO OFFICIAL RECORDS BOOK 1806 PAGE 1363 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA THENCE NORTH 00°00'36" WEST, 39.15 FEET ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 1 AND THE EASTERLY LINE OF PORTIONS OF LOT 22 AND LOT 23 ACCORDING TO THE PLAT OF F. N. HOLMES SUBDIVISION AS RECORDED IN MAP BOOK 2, PAGE 36 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°00'36" WEST, 30.00 FEET ALONG SAID WESTERLY LINE; THENCE DEPARTING SAID WESTERLY LINE OF GOVERNMENT LOT 1 RUN SOUTH 89°53'26" EAST, 30.00 FEET; THENCE RUN SOUTH 00°00'36" EAST, 30.00 FEET; THENCE RUN NORTH 89°53'26" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 900 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A PARCEL FOR ACCESS TO THE ABOVE DESCRIBED PARCEL. SAID PARCEL IS ADJACENT TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL AND IS MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID GOVERNMENT LOT 1 ACCORDING TO OFFICIAL RECORDS BOOK 1806 PAGE 1363 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA THENCE NORTH 00°00'36" WEST, 39.15 FEET ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 1 AND THE EASTERLY LINE OF PORTIONS OF LOT 22 AND LOT 23 ACCORDING TO THE PLAT OF F. N. HOLMES SUBDIVISION AS RECORDED IN MAP BOOK 2, PAGE 36 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE OF GOVERNMENT LOT 1 RUN SOUTH 89°53'26" EAST, 30.00 FEET; THENCE RUN SOUTH 00°00'36" EAST, 10.00 FEET; THENCE RUN NORTH 89°53'26" WEST, 30.00 FEET TO SAID WESTERLY LINE OF GOVERNMENT LOT 1; THENCE RUN NORTH 00°00'36" WEST, 10.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.

CONTINUED ON NEXT PAGE
Together with the following described ingress/egress easement:

A strip of land 45 feet wide, being a Portion of Lot 22 of the F.N. Holmes Property according to the Plat thereof, as recorded in Map Book 2, Page 36 of ST. JOHNS COUNTY RECORDS. Said strip being more particularly described as follows:

Beginning at the Intersection of the Northeasterly Right-of-Way Line of Holmes Boulevard with the North Line of said Lot 22; Thence North 89°59'41" East along said North Line of Lot 22, a distance of 491.60 feet to the West Line of Government Lot 1, Section 23, Township 7 South, Range 29 East; Thence along said West Line of Government Lot 1, South 1°29'04" East, 45.02 feet; Thence South 89°59'41" West 476.21 feet to the Northeasterly Right-of-Way Line of Holmes Boulevard; Thence along said Right-of-Way Line, North 20°12'00" West, 47.95 feet to the Point of Beginning.