

RESOLUTION NO. 2023-370

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 SAINT JOHNS PARKWAY (COUNTY ROAD 2209), SOUTH OF THE SILVERLEAF/HARTFORD SUBDIVISION.

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 Saint Johns Parkway (County Road 2209), south of the Silverleaf/Hartford subdivision, (*see* TOWER 2023-2), NexTower in conjunction with AT&T Mobility and White Ford Timber, LLC 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 above-described Temporary Access Easement, 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.

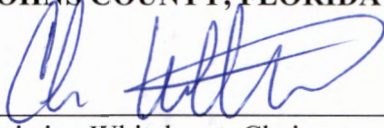
Section 3. To the extent that there are typographical, scrivener and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to record the 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 3rd day of October, 2023.

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

Rendition Date OCT 03 2023

BY: 
Christian Whitehurst, Chair

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

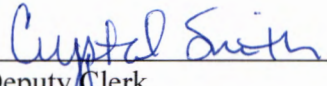

Deputy Clerk



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 _____, 2023, by and between **WHITES FORD TIMBER, LLC**, A Florida limited liability company, whose address is 50 Silver Forest Drive, Suite 200, St. Augustine, Florida 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 **NEXTOWER DEVELOPMENT GROUP II, LLC**, a Delaware limited liability company ("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 Option & Ground Lease Agreement, referred to hereinafter as "Agreement", dated September 7, 2022, granting the 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.

If the Tenant does not commence construction of telecommunications facilities on the premises within 12 months of recordation of this Easement then, at the request of Grantor, the County will execute and record a termination of 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.

Signed, sealed and delivered
In the presence of:

GRANTOR

Beverly L. Cunningham
Print Name Beverly L. Cunningham


Cody Hutson
Print Name Cody Hutson

WHITES FORD TIMBER, LLC,
a Florida limited liability company

By: Kimberly S Bryan
Print Name: Kimberly S Bryan
Title: Vice President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of September, 2023, by Kimberly S. Bryan as Vice President for Whites Ford Timber, LLC who is personally known to me or has produced _____ as identification.

 Beverly L. Cunningham
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG933307
Expires 11/20/2023

Beverly L. Cunningham
Notary Public
My commission expires: 11/20/2023

Signed, sealed and delivered
In the presence of:

Kimberly Rousseau
Print Name Kimberly Rousseau

Joel Rousseau
Print Name Joel Rousseau

CONSENTING PARTY

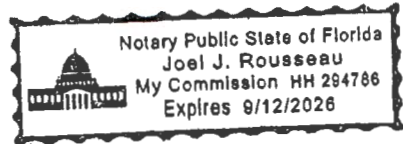
NEXTOWER DEVELOPMENT GROUP II, LLC.
A Delaware limited liability company

By: [Signature]
Print Name: DAVID H. BOEFF
Title: PRESIDENT, CEO

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 7 day of September, 2023, by
DAVID H. BOEFF as PRESIDENT & CEO for
Nextower Development Group II, LLC who is personally known to me or has produced
_____ as identification.

[Signature]
Notary Public
My commission expires: 9/12/2026



Signed, sealed and delivered
in the presence of:

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

Print Name _____

By: _____
Joy Andrews
Interim County Administrator County

Print Name _____

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 _____, 2023, by Joy Andrews as
Interim County Administrator for St. Johns County, Florida, a political subdivision of the State
of Florida, who is personally known to me or has produced _____ as
identification.

Notary Public
My commission expires: _____

EXHIBIT "A"

The Leased Premises

NEXTOWER LEASE PARCEL

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH CORNER OF TRACT "G", HARTFORD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 104, PAGES 24-41 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE N59° 39' 10"E ALONG THE SOUTHERLY LINE OF TRACT "G" AND ALONG THE SOUTHERLY LINES OF LOTS 76, 75, 74, 73 AND 72 OF SAID HARTFORD SUBDIVISION FOR 413.77 FEET; THENCE S26° 16' 58"E FOR 434.93 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S26° 16' 58"E FOR 90.00 FEET; THENCE N69° 38' 54"E FOR 30.89 FEET; THENCE N53° 01' 34"E FOR 26.27 FEET; THENCE N41° 06' 44"E FOR 25.42 FEET; THENCE N26° 16' 58"W FOR 78.55 FEET; THENCE S63° 43' 02"W FOR 80.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA, CONTAINING 7,114.4 SQUARE FEET MORE OR LESS.

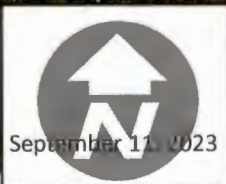
EXHIBIT "B"

Easement Area

NEXTOWER 25' WIDE INGRESS & EGRESS EASEMENT

A 25-FOOT WIDE EASEMENT STRIP OF LAND FOR THE PURPOSES OF INGRESS & EGRESS LYING IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; SAID EASEMENT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH CORNER OF TRACT "G", HARTFORD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 104, PAGES 24-41 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE N59° 39' 10"E ALONG THE SOUTHERLY LINE OF TRACT "G" AND ALONG THE SOUTHERLY LINES OF LOTS 76, 75, 74, 73 AND 72 OF SAID HARTFORD SUBDIVISION FOR 413.77 FEET; THENCE S26° 16' 58"E FOR 434.93 FEET; THENCE CONTINUE S26° 16' 58"E FOR 90.00 FEET; THENCE N69° 38' 54"E FOR 30.89 FEET; THENCE N53° 01' 34"E FOR 26.27 FEET; THENCE N41° 06' 44"E FOR 25.42 FEET; THENCE N26° 16' 58"W FOR 78.55 FEET; THENCE S63° 43' 02"W FOR 49.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT STRIP OF LAND: THENCE CONTINUE S63° 43' 02"W FOR 25.00 FEET; THENCE N26° 16' 58"W FOR 25.36 FEET; THENCE S63° 11' 42"W FOR 234.54 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY FOR 117.88 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 75.00 FEET, CENTRAL ANGLE OF 90° 03' 04", SUBTENDED BY A CHORD HAVING A LENGTH OF 106.11 FEET AND BEARING N71° 46' 46"W, TO A POINT OF TANGENCY; THENCE N26° 45' 14"W FOR 30.39 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY FOR 78.52 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET, CENTRAL ANGLE OF 89° 58' 57", SUBTENDED BY A CHORD HAVING A LENGTH OF 70.70 FEET AND BEARING N71° 44' 42"W, TO A POINT OF TANGENCY; THENCE S63° 15' 49"W FOR 48.58 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF ST. JOHNS PARKWAY (A 250' WIDE RIGHT-OF-WAY PER PLAT BOOK 97, PAGES 23-43 OF SAID PUBLIC RECORDS) AND A NON-TANGENT POINT ON A CURVE; THENCE NORTHERLY FOR 25.00 FEET ALONG EAST RIGHT-OF-WAY LINE AND THE ARC OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2925.00 FEET, CENTRAL ANGLE OF 00° 29' 23", SUBTENDED BY A CHORD HAVING A LENGTH OF 25.00 FEET AND BEARING N26° 29' 29"W; THENCE N63° 15' 49"E FOR 48.48 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY FOR 117.79 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 75.00 FEET, CENTRAL ANGLE OF 89° 58' 57", SUBTENDED BY A CHORD HAVING A LENGTH OF 106.05 FEET AND BEARING S71° 44' 42"E, TO A POINT OF TANGENCY; THENCE S26° 45' 14"E FOR 30.39 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY FOR 78.58 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 50.00 FEET, CENTRAL ANGLE OF 90° 03' 04", SUBTENDED BY A CHORD HAVING A LENGTH OF 70.74 FEET AND BEARING S71° 46' 46"E, TO A POINT OF TANGENCY; THENCE N63° 11' 42"E FOR 234.54 FEET; THENCE N26° 16' 58"W FOR 54.78 FEET; THENCE N63° 14' 46"E FOR 25.00 FEET; THENCE S26° 16' 58"E FOR 105.12 FEET TO THE POINT OF BEGINNING



Temporary Access Easement *Saint Johns Parkway*

Land Mgmt. Systems
Real Estate Division
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.

