

RESOLUTION NO. 94-129

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A CERTAIN LICENSE AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT TO GIVE ST. AUGUSTINE SAILING, INC. PERMISSION TO MOVE A BREAKWATER WITHIN THE COUNTY RIGHT-OF-WAY AND RIPARIAN AREA OF SURFSIDE AVENUE.

WHEREAS, St. Augustine Sailing, Inc. has requested permission from St. Johns County to move the existing 386' breakwater to the north; and

WHEREAS, this would place the breakwater 290' west of the paved west end of Surfside Avenue and in line with the right-of-way and riparian area of the County as more fully shown and described in the License Agreement attached hereto as Exhibit A, incorporated by reference and made a part hereof.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. That the above described License Agreement is hereby approved by the Board of County Commissioners of St. Johns County, Florida and the County Administrator is authorized to execute the Agreement.

Section 2. The Clerk is instructed to record the License Agreement in the official records of St. Johns County, Florida, and mail copies to Douglas D. Crane, c/o St. Augustine Sailing, Inc., Camachee Island, St. Augustine, FL 32084.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS 26th DAY OF July, 1994.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

BY: Alan Roberts  
Its Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: Anna Sacette  
Deputy Clerk

Recorded in Public Records St. Johns County, FL  
Clerk # 94026876 O.R. 1067 PG 455 12:41PM 08-08-94  
Recording 21.00 Surcharge 3.00

**LICENSE AGREEMENT**

This agreement, entered into this 26 day of July,  
1994, between ST. JOHNS COUNTY, a political subdivision of the  
State of Florida, by and through its Board of County  
Commissioners, hereinafter called "County", and St. Augustine  
Sailing, Inc., hereinafter called "SAS".

WHEREAS, SAS, has requested permission from St. Johns  
County to move the existing 386' breakwater to the north; and

WHEREAS, this would place the breakwater 290' west of  
the paved west end of Surfside Avenue and in line with the County  
right-of-way as more fully shown on Exhibit A, attached hereto,  
incorporated by reference and made a part hereof.

NOW WITNESSETH, that the County, for and in  
consideration of the covenants and agreements hereinafter  
mentioned to be kept and performed by SAS does permit SAS, the  
right to use the extended right-of-way of Surfside Boulevard in  
St. Johns County, Florida.

In+Ret - BCC Secty  
PAT Degrande  
- Bill Co -

Rec - 2100  
Jur - 3<sup>00</sup>

1. To maintain a license for the use of the above described premises for a term of 15 years, extended for additional 15 year periods upon the mutual consent of both parties.
2. The property is to be used for the relocation site of 290' breakwater. Any maintenance and improvements will be made by SAS, which shall construct said breakwater in sound condition and maintain it in good repair during the period of this Agreement.
3. This License shall be nonexclusive and SAS will allow the continuance of any use or access by the general public which have become customary on the premises. Moreover, SAS agrees to allow the County to grant any other easements deemed necessary during the period of this Agreement.
4. SAS agrees not to hold the County liable or responsible for any and all zoning, building, use, or other governmental restrictions which may frustrate the intention of this Agreement. SAS assumes all liability for compliance of all government regulations applicable for construction and maintenance of the breakwater.
5. All improvements placed on the premises shall become the property of the County upon the termination of this Agreement or any renewal thereof. However, the County may at its option, require SAS to remove, at SAS's

expense any or all of said improvements and to restore the property to its original condition upon termination or expiration of this Agreement, or any renewals thereof.

6. Any sale of the majority of the stock, now held by SAS, to other persons shall be construed to be an assignment of this Agreement, and SAS shall obtain written consent of the County prior to any such assignment.
7. It is hereby determined by the County that exclusive use of the above described property will not be necessary for County purpose during the term of this Agreement.
8. The use of the area within the right-of-way shall be at the sole risk of St. Augustine Sailing, Inc., who shall hold the County harmless for any injuries, law or damage to person or property occurring on the premises indirectly or directly covered by the construction or existence of the breakwater. The County shall not be responsible for maintaining loss or casualty insurance of any kind in relation to said breakwater.
9. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS THEREOF, the County and St. Augustine Sailing, Inc. have caused this instrument to be executed for the purpose herein expressed the day and year first below written.

Signed, Sealed and Delivered in the Presence of:  
Attest: Carl "Bud" Markel, Clerk  
By: Patricia DeGrande Deputy Clerk  
Signed: Tama Pacetti  
Print Name: TAMA PACETTI

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA  
By: Nicholas M. Meisler  
Nicholas M. Meisler  
County Administrator  
P.O. Drawer 349  
St. Augustine, FL 32085

Signed: John F. Evans  
Print Name: John F. Evans

ST. AUGUSTINE SAILING, INC.

Signed: Patricia Drury  
Print Name: PAMELA DRURY

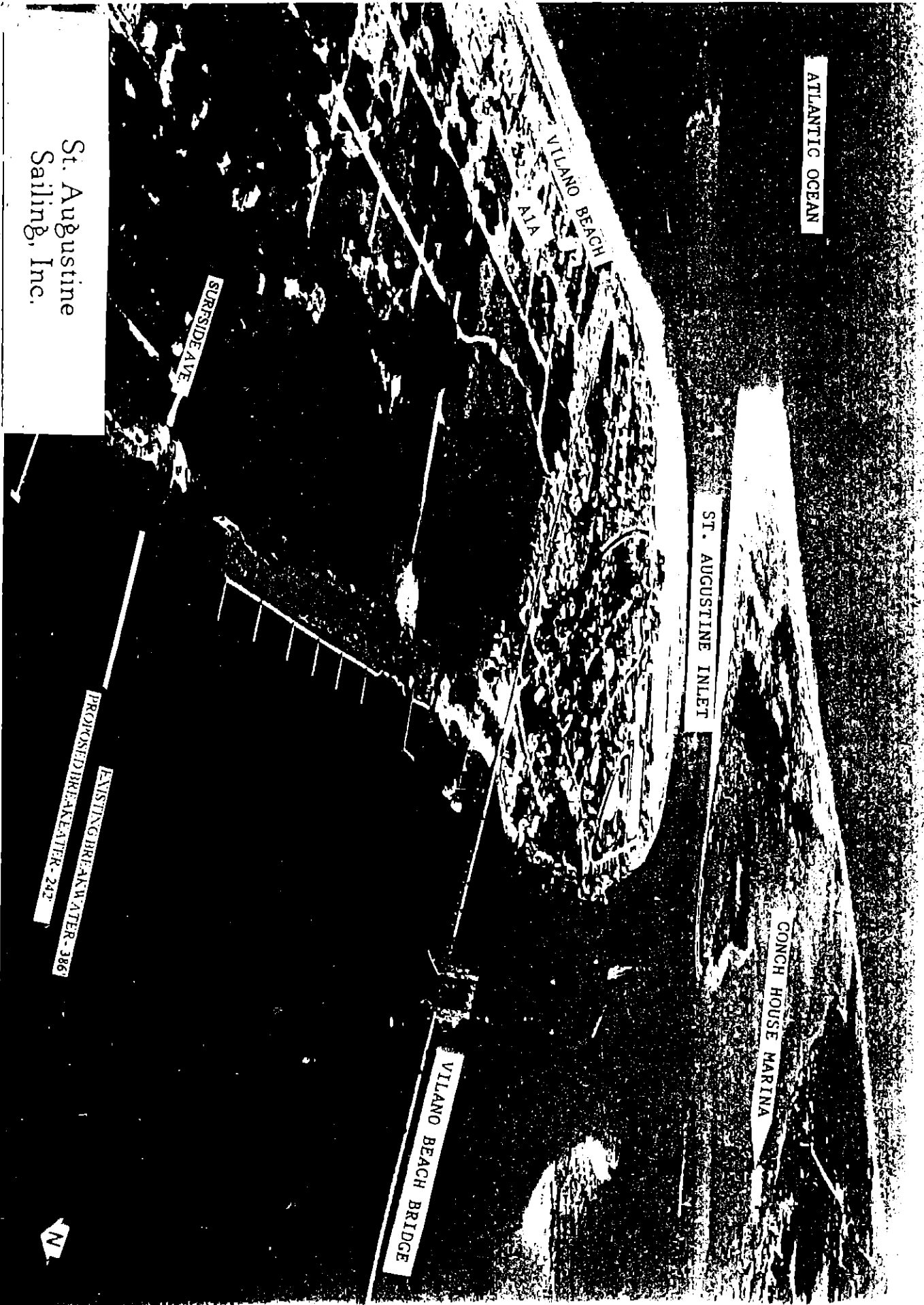
By: Douglas C. Crane  
Douglas C. Crane

Signed: Jackie Kennedy  
Print Name: Jackie Kennedy

Title: President  
Address: 984 Ponte Vedra Blvd  
Ponte Vedra Beach, FL  
32082

D. R. 1067 PG 0459

VILANO BEACH MARINA  
ST. AUGUSTINE, FLORIDA



ATLANTIC OCEAN

VILANO BEACH  
VILANO BEACH ALA

ST. AUGUSTINE INLET

CONCH HOUSE MARINA

VILANO BEACH BRIDGE

SURFSIDE AVE

EXISTING BREAKWATER - 386  
PROPOSED BREAKWATER - 242

St. Augustine  
Sailing, Inc.

