

RESOLUTION NO. 96 -228

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A CERTAIN IRREVOCABLE LICENSE AND CONTRACT AGREEMENT FROM HARMONY VILLAGE PROPERTY OWNER AND AUTHORIZING THE PAYMENT OF EIGHT THOUSAND DOLLARS (\$8,000.00).**

**WHEREAS**, St. Johns County has acquired the Harmony Village Water and Sewage Treatment Plant; and

**WHEREAS**, a certain well pump and piping associated with that plant is located on private property, Lot 41, Harmony Village and is necessary for economical and proper operation of the system; and

**WHEREAS**, the Owners of that lot, Bruce E. and Gayle J. Blankenberg, will be offered the License Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, granting to St. Johns County, the right to use a portion of their property for maintenance, use, and water extraction by a well pump, piping and electrical supply line, located on the real property described in the Lease; and

**WHEREAS**, in consideration for said License and Contract, the Owners will be paid Eight Thousand Dollars (\$8,000.00).

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. The terms of the attached and incorporated License and Contract Agreement are hereby approved by the Board of County Commissioners.

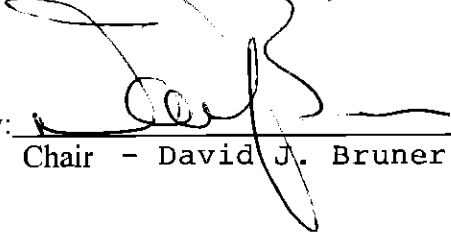
Section 2. The County Administrator is hereby authorized to execute said License and Contract for the County in form attached or in a substantially similar form.

Section 3. The consideration payment for said License and Contract of Eight Thousand Dollars (\$8,000.00) is hereby authorized.


Section 4. The Clerk is directed to record the Lease Agreement in the public records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 10th day of December, 1996.

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

By:   
Chair - David J. Bruner

**ATTEST: Carl "Bud" Markel, Clerk**

By:   
Deputy Clerk

## IRREVOCABLE LICENSE AND CONTRACT

**THIS IRREVOCABLE LICENSE AND CONTRACT**, entered into this 10<sup>th</sup> day of December, 1996, between Bruce E. & Gayle J. Blankenberg, hereinafter called the LICENSOR, and the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called the LICENSEE.

### WITNESSETH

Licensor does hereby warrant that it has fee simple title to the premises hereinafter licensed for use by the Licensee, and that the Licensor, for and in consideration of the covenants, agreements and rentals hereinafter mentioned to be kept and performed by the Licensee, has licensed for use by the Licensee, for the terms and under the conditions hereinafter set out, those certain premises with any and all improvements thereon to St. Johns County, Florida; said Premises described as follows and hereinafter called "Licensed Premises" :

The westerly eight feet (8') of Lot 41, Harmony Village, according to Plat thereof, recorded in Official Records Book 177, page 75 of the public records of St. Johns County, Florida.

**TO USE** the described premises for a term of ninety-nine (99) years commencing December 15, 1996.

Licensor hereby contracts with and licenses the Licensee the care of the above described Licensed Premises for the term set out in this license and the Licensor acknowledges receipt from the Licensee of a sum of Eight Thousand Dollars (\$8,000.00) in consideration for the use for the full term provided herein, subject to the following provisions.

(1) The Licensee shall use the Licensed Premises solely for maintenance and operation of a well pump and associated piping and equipment site.

(2) The Licensee shall have the right under this lease to extract, take, own, sell and distribute water from the Licensed Premises without furnishing additional payment to the Licensor.

(3) The Licensee shall have the right, privilege and authority to construct, operate, lay, maintain, improve, repair, and replace either above or below the surface of the ground, facilities and improvements for the obtaining, processing and distributing of potable water on, along, over, through, across or under said Licensed Premises.

(4) The Licensee shall have the right of ingress and egress to and over the said Licensed Premises and for doing anything necessary, useful or convenient pertaining to the use described.

(5) The Licensee shall be responsible for all utilities, maintenance of the Licensed Premises, and repair/replacement of equipment as required.

(6) The Licensee shall maintain liability insurance with the Licensor as named co-insured to the extent of Licensor's interest in regard to said use of the Licensed Premises. The extent of said insurance is solely as that described and allowed for a co-insured party under Policy # FAC2113, as amended, issued by Florida Association of Counties Trust, which policy has been provided to the Licensor's attorney for examination under separate cover. Any subsequent policies

will be furnished to Licensor when issued.

(7) This License shall be deemed irrevocable based on the Licensee's improvement and maintenance, of the water well, pump and distribution facilities on the Licensed Premises and upon the reliance of persons and properties receiving and using such water in the future.

(8) This License shall be coupled with a contract for the herein described use for the full term, the full consideration for which paid by the Licensee to the Licensor shall be the aforesaid Eight Thousand Dollars (\$8,000.00).

(9) In the event that it becomes necessary for either party to retain an attorney to enforce this agreement, each party shall bear it's own attorney's fees and court costs incurred.

(10) All of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns and shall run with its title to the land subject to this lease.

All notices sent to either party concerning this License shall be mailed to:

Licensor: St. Johns County Florida  
County Administrator  
4020 Lewis Speedway  
St. Augustine, Florida 32095

Licensor: Bruce E. & Gayle J. Blankenberg  
c/o Bob Ford  
10110 San Jose Boulevard  
Jacksonville, FL 32257

IN WITNESS WHEREOF, the Licensor and the Licensee have caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

LICENSOR

Mary Ann Blount  
Print Name Mary Ann Blount

Bruce E. Blankenberg  
Bruce E. Blankenberg

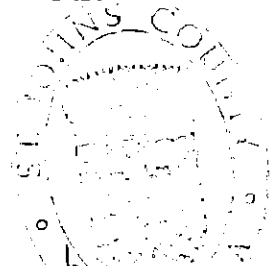
Patricia DeGrande  
Print Name Patricia DeGrande

Gayle J. Blankenberg  
Gayle J. Blankenberg

LICENSEE

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By David J. Bruner  
Chairman - David J. Bruner

  
Attest: Yvonne Carter  
Deputy Clerk

10/13/96  
 Bob  
 10/13/96  
 approved  
 on 12/10/96  
 by  
 actual  
 13

**FLORIDA ASSOCIATION OF COUNTIES TRUST**  
**ADDITIONAL INSURED ENDORSEMENT #1**  
**(LIABILITY ARISING OUT OF LEASED PREMISES)**

In consideration of an additional premium of \$ Nil, this endorsement forms a part of  
 and modifies Coverage Agreement Number FAC2113 between The Florida Association  
 of Counties Trust and  
 County of St. Johns, effective 11/13/96

[complete this section only if endorsement is issued subsequent to issuance of the coverage agreement]

SCHEDULE	
DESIGNATION OF PERSON OR ORGANIZATION	DESIGNATION OF PREMISES AND PART THEREOF LEASED TO THE NAMED INSURED
Mr. & Mrs. Bruce Blankenberg as licensor	Well pump and associated equipment at the Westerly 8 ft. of Lot 41 Harnosy Village St. Johns County

In consideration of the premium charged, it is agreed that section I, Who is Insured, of coverages A & B, *Bodily Injury & Property Damage* Liability is amended to included as an insured the person or organization designated above, but only with respect to liability arising on the part of the premises designated above as leased to the member, and subject to the following additional exclusions:

The coverage does not apply:

1. to any occurrence which takes place after the member ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

The limit of liability applicable to an insured under this endorsement shall be the same as, but not in addition to, the limit of liability applicable to the Member.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the coverage agreement, other than as is above stated.