

RESOLUTION NO. 98-50

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE GRANTING OF A REVOCABLE LICENSE FOR PRIVATE USE OF COUNTY OWNED PROPERTY.

WHEREAS, it has come to the attention of the Board of County Commissioners that a revocable license for the non-exclusive use of a certain portion of County owned property has been requested by **MICHAEL and JOSEPHINE NOCELLA** (hereinafter called "Licensee") for the purpose of landscaping and residential use (non-commercial and non-building construction); and

WHEREAS, this portion of county owned property as shown in the License Agreement (Exhibit A) attached hereto is lying between two parcels owned by the Licensee, and Licensee has been maintaining same for the past several years.

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

1. The Board of County Commissioners make the following findings:
 - (a) Due to the size, shape, location, and value of the parcel, it is determined by the Board that the parcel is of present use only to one or more adjacent property owners and the proposed Licensee has offered to pay \$100.00 per year to the County for the non-exclusive use of its property.
 - (b) It is determined by the Board that the area to be licensed as more fully shown and described in the attached License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, is not presently necessary for County purposes, but may be required for public purposes in the future.
 - (c) It is in the public interest to license said property for use of **MICHAEL and JOSEPHINE NOCELLA** for the above payment until the County has alternative use for the property.

2. The License in substantially the form attached hereto as Exhibit "A", is hereby approved and execution is authorized.

3. The Clerk is instructed to record the attached license in the public records of St. Johns County, Florida.

PASSED AND ADOPTED this 24 day of February, 1998.

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

BY: Moses A. Floyd
Moses A. Floyd, Chairman

ATTEST: Cheryl Strickland, Clerk
BY: Patricia A. Grande
Deputy Clerk

LICENSE AGREEMENT

THIS LICENSE, made and executed in duplicate this _____ day of _____, 1998, by and between **ST. JOHNS COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the County, and **MICHAEL and JOSEPHINE NOCELLA**, hereinafter referred to as the Licensee.

WHEREAS, the Licensee has requested this License authorizing use of a certain public right-of-way for the purpose of landscaping and residential use for Licensee only (non-commercial and no buildings or structures of any type).

WHEREAS, in consideration of the respective agreements of the parties herein contained, the County, does hereby license, without warranty, to the Licensee, the temporary use of the right-of-way, more fully shown on attached Exhibit "A", by reference incorporated and made a part hereof, hereinafter the "Premises".

1. To use above described Premises for a term of five (5) years, commencing on the first day of March 1, 1998, the Licensee paying therefore a rental of \$100.00 per year, payable in continuous annual installments, commencing March 1, 1998.

2. Although the licensee may enter and use the subject Premises for temporary vehicle parking, the licensee shall not be in possession of the Premise. The County shall possess and otherwise control all aspects of use of the Premises. This license shall be non-exclusive. Licensee will allow the continuance of any use or access by the County on the Premises. Moreover, Licensee agrees to allow the County to grant any easements it deems appropriate during the period of this license that burdens the same Premises, so long as such easement does not substantially prevent Licensee's intended use of the Premises for more than 30 continuous days.

3. Licensee agrees to release the County from all liability and hold the County harmless for any and all zoning, building, use, or other governmental restrictions which may frustrate the intention of this license.

4. Licensee shall have the right to assign this license, with the written consent of the County, said consent shall not be unreasonably withheld.

5. Licensee is required to restore the Premises to its original condition upon destruction or termination or expiration of this license, or any renewals thereof.

6. Licensee reserves the right to terminate this license by giving the County a sixty (60) day notice in writing.

7. The Licensee shall obtain written consent of the County prior to any change in the ownership of said Licensee's surrounding land as this shall be construed to be an assignment of this license requiring County approval.

8. It is hereby determined by the County that the above described licenses area is not presently necessary for exclusive County or public purposes.

9. The Licensee shall make no improvement to the subject Premises, or on any other property which relies on use of this Premises. The Licensee shall make no improvement to, or maintain any property, or rely on the use of this Premises in any way which would act to make this License irrevocable.

10. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of said Premises, and not to sell or otherwise dispose of said Premises except as herein provided.

11. The County and its agents, servants and employees shall have and hereby reserve the right and privilege, at all reasonable times during the term of this license, to occupy and enter said premises and examine and inspect the same. The Licensee shall not cause or permit any use of the licensed Premises for other than those uses specifically provided for in this license. This provision specifically prohibits use of the licensed premises for entertainment events but is not limited to only that prohibition.

12. The Licensee, in consideration for the use of the premises and the rate of payment herein provided for, does hereby release and discharge and further will indemnify and save harmless the said County from any and all claims for loss or damage caused by fire, theft, or robbery or other tort to any and all property kept or stored on person in or about the licensed Premises, whether or not such property is owned by the Licensee or there by its permission or sufferance, including any and all liability and claims for personal injuries or property damages during the existence of this license, arising in any manner by virtue of the use or occupancy of such Premises by the Licensee; that the Licensee does hereby further agree to indemnify and save harmless the County from liability for damage, injury or death to any person or persons arising out of the use of said Premises, or from the lack of keeping same in good repair and order, or from the negligent operation of same, or for any other cause of any nature whatsoever, providing such damage, injury or death is not due to County's own negligence.

13. The Licensee will conform to and comply with all laws, orders and regulations of the federal, state, county and municipal governments and all of their departments and bureaus, and further will pay all public utility service bills as the same shall be incurred and become due in connection with the operation of the business and the occupancy of said Premises by the Licensee, during the term of this license, except as above stated.

14. If Licensee shall fail to pay to County any sum of money or any part thereof herein specified, and the same shall remain unpaid for fifteen days, or if Licensee shall fail to comply with or abide by any of the other provisions or stipulations in this license on its part, and such default continues for fifteen days, the County may, at its option, exercise any one or more of the following remedies:

a. County may declare as immediately due and payable the whole rent remaining unpaid for the entire term covered by this license, and the same shall thereupon become immediately due and payable, anything herein to the contrary notwithstanding.

b. County may terminate this license and terminate the licensee's use of said Premises.

15. The waiver of County of any such breach hereof on the part of the Licensee, or the indulgence by County as to the payment or time of payment of any installment of rent, at any time or from time to time shall not be deemed, held or construed as a waiver of any subsequent breach, or imply any further indulgence.

16. In the event it shall be necessary for County to place this license in the hands of an attorney at law to collect any of said rent in default, or to institute any suit by reason of any default hereunder by Licensee, Licensee shall pay to County all costs and expenses thereby incurred by County, including reasonable attorney's fees.

17. In the event of the breach of any of the covenants of this license by Licensee during the term hereof and failure of the Licensee to rectify same within 10 days, after written notice thereof by the County, then in such event the County, at its option, may declare the license forfeited and immediately terminate licensee's use thereof, under the terms as set forth in Paragraph 13 hereof.

18. Notwithstanding any other provision of this license, the County may revoke this license on 60 days written notice to the Licensee, for any reason whatsoever, without further liability between the parties except as expressly and specifically provided for in this license. Upon such revocation the County shall repay to the Licensee all unused prorated portions of that year's license fee previously paid by its Licensee. The reasons for such cancellation may include, but are not limited to, increased public demand for use of the subject parking and/or disaster relief use of the space.

MADE AND EXECUTED in duplicate the day and year first above written.

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

BY: Moses A. Floyd
Moses A. Floyd, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

BY: Cheryl Strickland
Deputy Clerk

Signed, sealed and delivered in the presence of:

(sign) Faith Acosta

Michael Nocella
MICHAEL NOCELLA

(print) Faith Acosta

Date: 2-4-98

(sign) Ann K Reineke

Josephine E. Nocella
JOSEPHINE NOCELLA

(print) Ann K Reineke

Date: 2/4/98

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

The foregoing instrument was acknowledged before me this 4 day of February, 1998 by Michael and Josephine Nocella, who are personally known to me ~~or~~ who have produced _____ as identification and who did/did not take an oath.

Lucia A. Phillips
Notary Public



LUCIA A. PHILLIPS
COMMISSION # CC 405081
EXPIRES SEP 5, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

Print Name

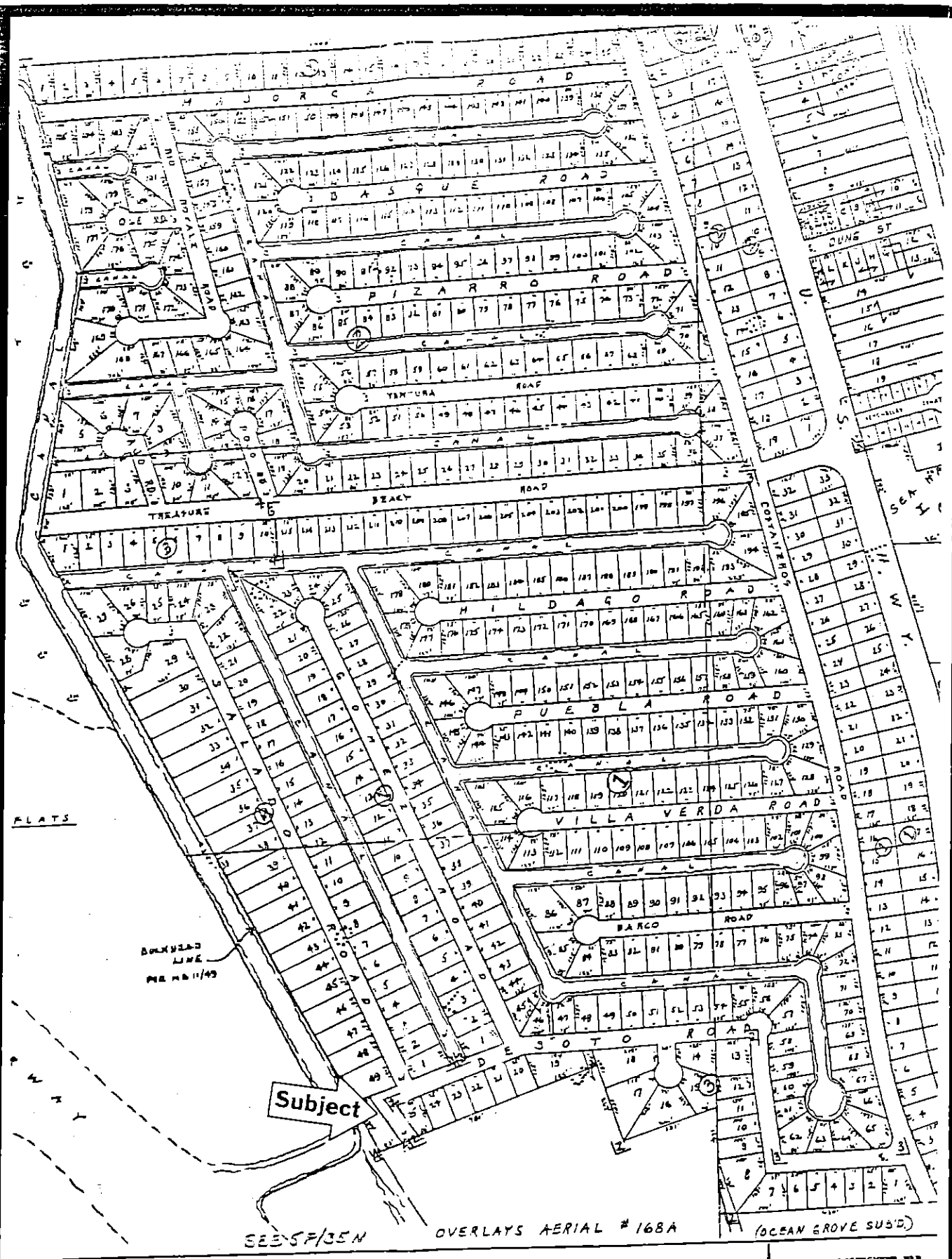
My Commission Expires: _____

nocella1.97v

EXHIBIT "A" TO LICENSE AGREEMENT

A PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF DE SOTO ROAD ESTABLISHED AS A 60 FOOT RIGHT OF WAY AND RECORDED IN PLAT BOOK 11, PAGE 41 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING BOUNDED ON THE EAST BY THE WEST BOUNDARY LINE OF LOT 25, TREASURE BEACH, FIRST ADDITION (A REPLAT OF BLOCK 3) AS RECORDED IN PLAT BOOK 11, PAGE 52, BEING BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY LINE OF TREASURE BEACH, FIRST ADDITION (A REPLAT OF BLOCK 3) AS RECORDED IN PLAT BOOK 11, PAGE 52, BEING BOUNDED ON THE WEST BY THE EAST BOUNDARY LINE OF AN UNNAMED LOT IN TREASURE BEACH, THIRD ADDITION AS RECORDED IN PLAT BOOK 11, PAGE 48, BEING BOUNDED ON THE NORTH BY THE EXTENDED SOUTH RIGHT OF WAY OF DE SOTO ROAD ESTABLISHED AS A 60 FOOT RIGHT OF WAY AND RECORDED IN PLAT BOOK 11, PAGE 41 OF THE PUBLIC RECORDS OF SAID COUNTY.



NOTE: THIS MAP IS FOR ASSESSMENT PURPOSES ONLY.
 ST. JOHNS COUNTY PROPERTY APPRAISER DOES NOT CLAIM

ASSESSMENT MAP
 ST. JOHNS COUNTY, FL