

RESOLUTION NO. 2001- 12

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT AUTHORIZING USE OF CERTAIN COUNTY OWNED PROPERTY IN AND SURROUNDING A PORTION OF CYPRESS LINKS BOULEVARD.

WHEREAS, Cypress Lakes Homeowners' Association of St. Johns, Inc., (hereinafter "Cypress Lakes") has requested a license authorizing use of certain County owned property as described in License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, "Cypress Lakes" has agreed to construct, erect and maintain directional signage for the County Golf Course, as shown on Exhibit "B", attached hereto and incorporated by reference and made a part hereof, and improve and maintain the landscaping at the entrance way at no cost to the County; and

WHEREAS, the License Agreement will allow "Cypress Lakes" to utilize the property for purposes mentioned above; and

WHEREAS, the County has determined the licensed area is not presently necessary for exclusive county or public purposes and recognizes the improvements and continual maintenance to be a benefit to the County.

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

1. The Board hereby approves the terms of the License Agreement and authorizes the County Administrator to execute said Agreement.
2. The Clerk is instructed to file the original License Agreement in the Official Records of St. Johns County, Florida and mail an executed copy to "Cypress Lakes".

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 23 day of January, 2001.

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

By: Mary F. Kofinke
Mary F. Kofinke, Chair

ATTEST: Cheryl Strickland, Clerk
By: Patricia DeWende
Deputy Clerk

LICENSE AGREEMENT

THIS LICENSE AND MAINTENANCE AGREEMENT is hereby made and entered into this ____ day of _____, 2001, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 (hereinafter referred to as the "LICENSOR"), and the **CYPRESS LAKES HOMEOWNERS' ASSOCIATION OF ST. JOHNS, INC.**, a Florida non-profit corporation, whose address is 9551 Baymeadows Way, Suite 4, Jacksonville, Florida 32256 (hereinafter referred to as the "LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR is the fee simple owner of certain real property hereinafter referred to as "LICENSE AREA", located in and surrounding a portion of County right-of-way known as Cypress Links Boulevard, as more particularly described in Exhibit "A", attached hereto incorporated by reference and made a part hereof; and

WHEREAS, LICENSEE desires to utilize property to construct, erect and maintain directional signage for the County Golf Course and improve and maintain the landscaping upon the LICENSE AREA; and

WHEREAS, LICENSOR is desirous of granting the LICENSEE a license to accomplish the aforementioned purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions and mutual covenants hereinafter contained, LICENSOR and LICENSEE, both intending to be legally bound, hereby agree as follows:

1. LICENSOR hereby grants LICENSEE, its agents and employees, the right, privilege and license to utilize the LICENSE AREA to construct, lay, maintain, improve and/or repair either above or below the surface of the ground, irrigation lines, landscaping, decorative fencing and informational and directional signage for Cypress Lakes Subdivision and the County Golf Course on, along, over, through, under, upon and across said LICENSE AREA; and attain ingress and egress to and upon said LICENSE AREA for the purpose of exercising the rights, privileges and license granted herein. The LICENSEE shall solely pay the cost of such improvements.
2. As consideration for grant of this License, LICENSEE hereby agrees to install directional signage for the County Golf Course in said right-of-way substantially in accordance with Exhibit "B", attached hereto, incorporated by reference and made a part hereof, and the other provisions of this License, in a location acceptable to the County Administrator.

3. This license is granted for a primary term of Ten (10) years, commencing from the date first written above and shall continue in full force and effect thereafter with automatic renewal or unless terminated by 60-days notice by either party.
4. LICENSOR retains the right to use the LICENSE AREA in any manner not inconsistent with the rights herein granted to LICENSEE.
5. In consideration for the privilege herein granted, the LICENSEE shall not claim any damages from the LICENSOR in connection with or on account of any injuries or damages arising in or on the LICENSE AREA while being used by the LICENSEE and its agents, representatives and employees and shall indemnify, defend and hold the LICENSOR harmless from any loss, damage, suit, judgment, action, cost or expense incurred or brought against the LICENSOR, including personal injury and property damage, resulting from or arising out of the placement, construction, existence of the improvements installed pursuant to this License or failure to maintain said improvements. The foregoing shall include damage incurred to the improvements due to removal by the LICENSOR or LICENSEE, as well as any damage caused by the forces of any natural occurrence. The LICENSOR does not warrant or represent that the LICENSE AREA is safe or suitable for the purpose for which the LICENSEE is permitted to use it, and the LICENSEE assumes all risks in its use. LICENSEE hereby waives any rights herein as a licensed coupled with an interest.
6. In association with the purposes of the License Agreement, all work performed in the LICENSE AREA shall be accomplished in a good, safe and workmanlike manner and in accordance with applicable Federal, State and local statutes, rules, regulations and ordinances. Prior to installation of any improvements, the LICENSEE shall apply for and receive a building permit from the Building Department of St. Johns County, Florida.
7. No improvements shall be installed so as to obstruct the field of vision of motorists or pedestrians along any Rights-of-Way, whether paved or unpaved. In all cases, sight distance shall meet the requirements set forth in the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, lasted edition.
8. Upon termination of this License Agreement, or revocation by the LICENSOR, LICENSEE shall, at LICENSEE'S sole cost and expense, remove all equipment, accessories and materials owned by LICENSEE from the LICENSE AREA and restore said LICENSE AREA to as good a condition as it was before LICENSEE entered upon it and otherwise comply with all applicable Federal, State and local statutes, rules, regulations and ordinances.
9. The license herein granted is subject to revocation by the LICENSOR if the LICENSE AREA is not utilized for the purposes outlined in the License Agreement or if there is a change in ownership of the LICENSE AREA.

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

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

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

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

**CYPRESS LAKES HOMEOWNERS'
ASSOCIATION OF ST. JOHNS, INC.**

By: _____
Michael E. Braren, President

Witness

Witness

Exhibit "A"

CYPRESS LAKES ENTRANCE

A parcel of land, being a part of Section 9, Township 8 South, Range 29 East, St. Johns County, Florida, said part of Section 9, also being Parcels 1 and 2, of that Special Warranty Deed between Palm Springs Capital Assets Inc. to St. Johns County, Florida, a political subdivision of the State of Florida, recorded in Official Records Book 1202, page 217 through 223 of the Public Records of said St. Johns County, Florida, together with a portion of CYPRESS LINKS BOULEVARD, (a Variable Width Right of Way, as shown on the plat of CYPRESS LINKS, PHASE 1, as recorded in Map Book 22, pages 1 through 5 of the Public Records of said St. Johns County, Florida), said parcel of land being more particularly described as follows:

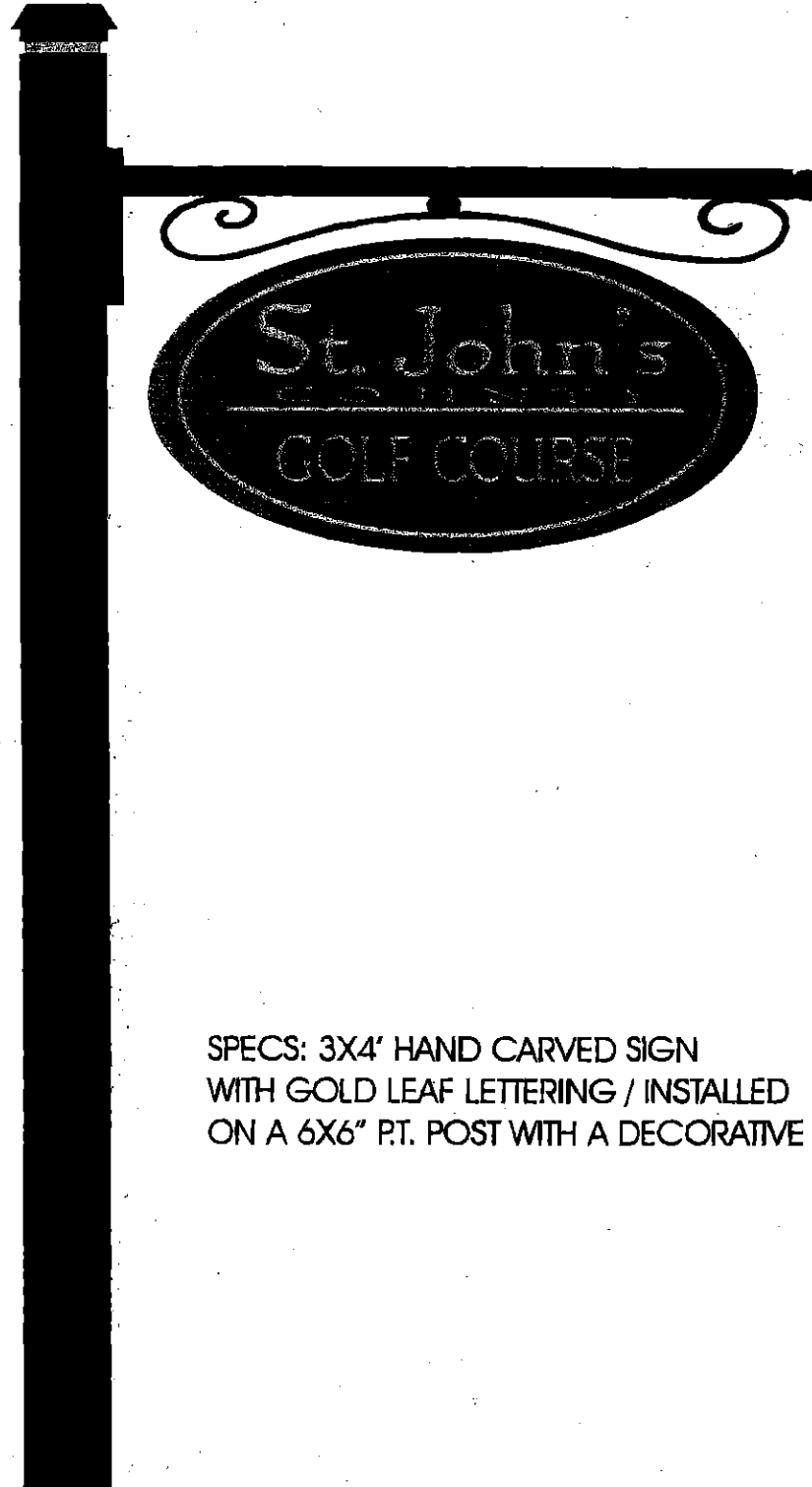
For a Point of Reference, Commence at the Southeast corner of said Section 9, Township 8 South, Range 29 East, St. Johns County, Florida, and run thence North $01^{\circ}23'54''$ West, a distance of 195.01 feet; run thence South $88^{\circ}16'13''$ West, a distance of 1,758.82 feet, to a point; run thence North $01^{\circ}14'30''$ West, a distance of 2,357.09 feet, to a point lying on the Southeasterly Right of Way line of STATE ROAD No. 207, (A Variable Width Road Right of Way, as presently established ; run thence North $53^{\circ}40'00''$ West, along said Right of Way line, a distance of 32.00 feet; run thence South $36^{\circ}12'09''$ West, continuing along said Right of Way line, a distance of 481.09 feet, to the Northwest corner of said Parcel 2, of that Special Warranty Deed between Palm Springs Capital Assets Inc. to St. Johns County, Florida, a political subdivision of the State of Florida, recorded in Official Records Book 1202, page 217 through 223 of the Public Records of said St. Johns County, Florida, and the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described, run South $54^{\circ}10'00''$ East, departing from said Right of Way line of STATE ROAD No. 207, and running along the Northerly line of said lands described as Parcel 2, a distance of 179.84 feet to the Easterly line of aforesaid Parcel 2; run thence, South $35^{\circ}50'00''$ West, along said Easterly line of said Parcel 2, a distance of 390.00 feet, to a point on the arc of a curve, said arc being the Northerly Right of Way line of CYPRESS LINKS BOULEVARD, (A Variable Width Road Right of Way, as per the aforesaid plat of CYPRESS LAKES, PHASE 1); run thence, along aforesaid Northerly Right of Way line of CYPRESS LINKS BOULEVARD, the following two (2) courses and distances: Course No. 1: thence Southeasterly, along and around the arc of a curve, concave Southwesterly, having a radius of 505.56 feet, through a central angle of $36^{\circ}21'35''$ to the right, an arc distance of 320.83 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $19^{\circ}25'32''$ East, 315.47 feet; Course No. 2: South $01^{\circ}14'43''$ East, along last said tangency, a distance of 147.86 feet, to a point; run thence South $88^{\circ}45'17''$ West, across the Road Right of Way of aforesaid CYPRESS LINKS BOULEVARD, a distance of 80.00 feet, to the Southerly Right of Way line of said CYPRESS LINKS BOULEVARD, said point also being the Southeasterly corner of those lands described as Parcel 1, of that Special Warranty Deed between Palm Springs Capital Assets Inc. to St. Johns County, Florida, a political subdivision of the State of Florida, recorded in Official Records Book 1202, page 217 through 223 of the Public Records of said St. Johns County, Florida; run thence North $54^{\circ}10'00''$ West, along the Southerly line of aforesaid Parcel 1, a distance of 464.56 feet, to the Southeasterly Right of Way line of said STATE ROAD No. 207; run thence North $35^{\circ}50'00''$ East, along the aforesaid Southeasterly Right of Way line of STATE ROAD No. 207, a distance of 726.10 feet, to an angle point in said Right of Way line; run thence North $36^{\circ}12'09''$ East, continuing along said Southeasterly Right of Way line, a distance of 9.87 feet, to the POINT OF BEGINNING.

The lands thus described, contains 210,401 Square Feet, or 4.83 Acres, more or less; in area.

Exhibit "B"

Matthew Broadus
ADVERTISING
SINCE 1974



SPECS: 3X4' HAND CARVED SIGN
WITH GOLD LEAF LETTERING / INSTALLED
ON A 6X6" P.T. POST WITH A DECORATIVE STEEL BRACKET

