

RESOLUTION NO. 2002- 219

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT AUTHORIZING USE OF A PORTION OF THE LANDRUM MIDDLE SCHOOL PARK SITE FOR INGRESS AND EGRESS TO THE PONTE VEDRA PRESBYTERIAN CHURCH.

Recitals

WHEREAS, the Ponte Vedra Presbyterian Church has presented to the County an executed License Agreement authorizing the use of approximately a 30' x 900' portion of the Landrum Middle School Park Site for ingress and egress to the Ponte Vedra Presbyterian Church, as described on Exhibit "A" to the License Agreement, incorporated by reference and made a part hereof; and

WHEREAS, the property owned by Ponte Vedra Presbyterian Church lies adjacent to St. Johns County property which is located north of Landrum Middle School and is known as the Landrum Middle School Park Site; and

WHEREAS, the Ponte Vedra Presbyterian Church has agreed to construct and maintain, at its sole expense, all improvements necessary for use of the licensed area for the purpose of ingress and egress; and

WHEREAS, the County has determined the licensed area is not presently necessary for exclusive County or public purposes and has agreed to grant the Ponte Vedra Presbyterian Church temporary use of the property as set forth 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. 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 Board of County Commissioners of St. Johns County hereby approves the terms of the License Agreement and authorizes the County Administrator to execute said Agreement.

Section 3. The Clerk of the Courts of St. Johns County is instructed to record the original License Agreement in the Official Records of St. Johns County, Florida, and mail executed copies of this Resolution and the Agreement to the Ponte Vedra Presbyterian Church, P.O. Box 1734, Ponte Vedra Bch FL 32004-1734.

PASSED AND ADOPTED, this 22nd day of October, 2002.

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

BY: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande
Deputy Clerk

RENDITION DATE 10/23/02



Exhibit A to Resolution

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed this _____ day of _____, 2002, by and between St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "County"; and Ponte Vedra Presbyterian Church, P.O. Box 1734, Ponte Vedra Beach, FL 32004-1734, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License authorizing use of a portion of the Landrum Middle School Park Site for ingress and egress to the Ponte Vedra Presbyterian Church; and

WHEREAS, the property is adjacent to Landrum Middle School Park Site and is more fully described on the map attached hereto as Exhibit "A", incorporated by reference and made a part hereof, hereinafter the "Premises"; and

NOW THEREFORE, 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 property according to the following conditions, provisions, and terms:

1. To use above described Premises for a term of ten (10) years, commencing on the date first above written. Said time shall be extended in ten (10) year increments, automatically for a total of up to fifty (50) years providing that neither party notifies the other in writing of intent not to accept such extension at least thirty (30) days prior to the end of any said ten (10) year period. The Licensee paying therefore a nominal fee of one dollar (\$1.00) per year, payable annually.
2. Although the Licensee may enter and use the subject Premises for ingress and egress to the Ponte Vedra Presbyterian Church, the Licensee shall not be in possession of the Premises. The County shall possess and otherwise control all aspects of use of the Premises. The license shall be non-exclusive and Licensee will allow the continuance of any use or access by the general public and the County which have become customary on the Premises. Moreover, Licensee agrees to allow the County to grant any easement it deems appropriate during the period of this license that burdens the same Premises, so long as such easement does not substantially prevent Licensees' intended use of the Premises for more than thirty (30) continuous days.
3. Licensee shall have the right to assign this license, with written consent of the County (which consent shall not be unreasonably denied), provided any assignment shall fully bind Assignee as a successor Licensee.

4. Licensee shall restore the Premises to its original condition upon destruction or termination or expiration of this license, or any renewals, thereof.
5. The Licensee shall make no improvements to the subject Premises, except routine maintenance without the written permission of the County. The Licensee shall make no improvements to, or maintain the property, or rely on the use of this Premises in any way which would make this License irrevocable. The Licensee specifically hereby waives any agreement or claim that this License is not irrevocable.
6. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.
7. The County and its agents, servants, and employees shall have and hereby reserve their right and privilege, all reasonable times during the term of this license, to enter said Premises, to examine and inspect the same. The Licensee shall not cause or permit any use of the Premises for other than those uses specifically provided for in this license.
8. The Licensee, in consideration for the use of the Premises does hereby release and discharge and further will indemnify and save harmless the County from any and all 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 property, or from the lack of keeping same in good repair and order, or from the negligent operation of same, or for any other cause for any nature whatsoever, provided such damage, injury or death is not due to County's own negligence.
9. The Licensees' shall 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.
10. If the 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 sixty (60) days, the County may terminate this license and terminate the Licensee's use of said Premises after being notified by certified mail of Licensee's failure to comply with the terms of this license..
11. The waiver of County of any such breach hereof on the part of the Licensee, or 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.
12. Notwithstanding any other provision of this license, the Licensee hereby releases any rights it has in regards to the coupling of this license with an interest, thus

hereby allowing the County to revoke this license on ninety (90) 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. 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 space. Upon such revocation, Licensee shall discontinue use of said ingress and egress within said ninety (90) day period, and

- 13. Licensee reserves the right to terminate this license by giving the County a ninety (90) day notice in writing.
- 14. The execution of this license Agreement shall not constitute a waiver by either party hereto of any right or claim of right to the subject lands or to use the subject lands.

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

Michael R. Daliberti
Witness
Jana E. Houn
Witness

Richard A. Cooper
Licensee Richard A. Cooper, Pastor
Kimble Rose
Licensee Kimble Rose Bus. Admin.
for DVP

Exhibit "A" to License Agreement

October 7, 2002

Work Order No. S02-198

File No. 116E-1

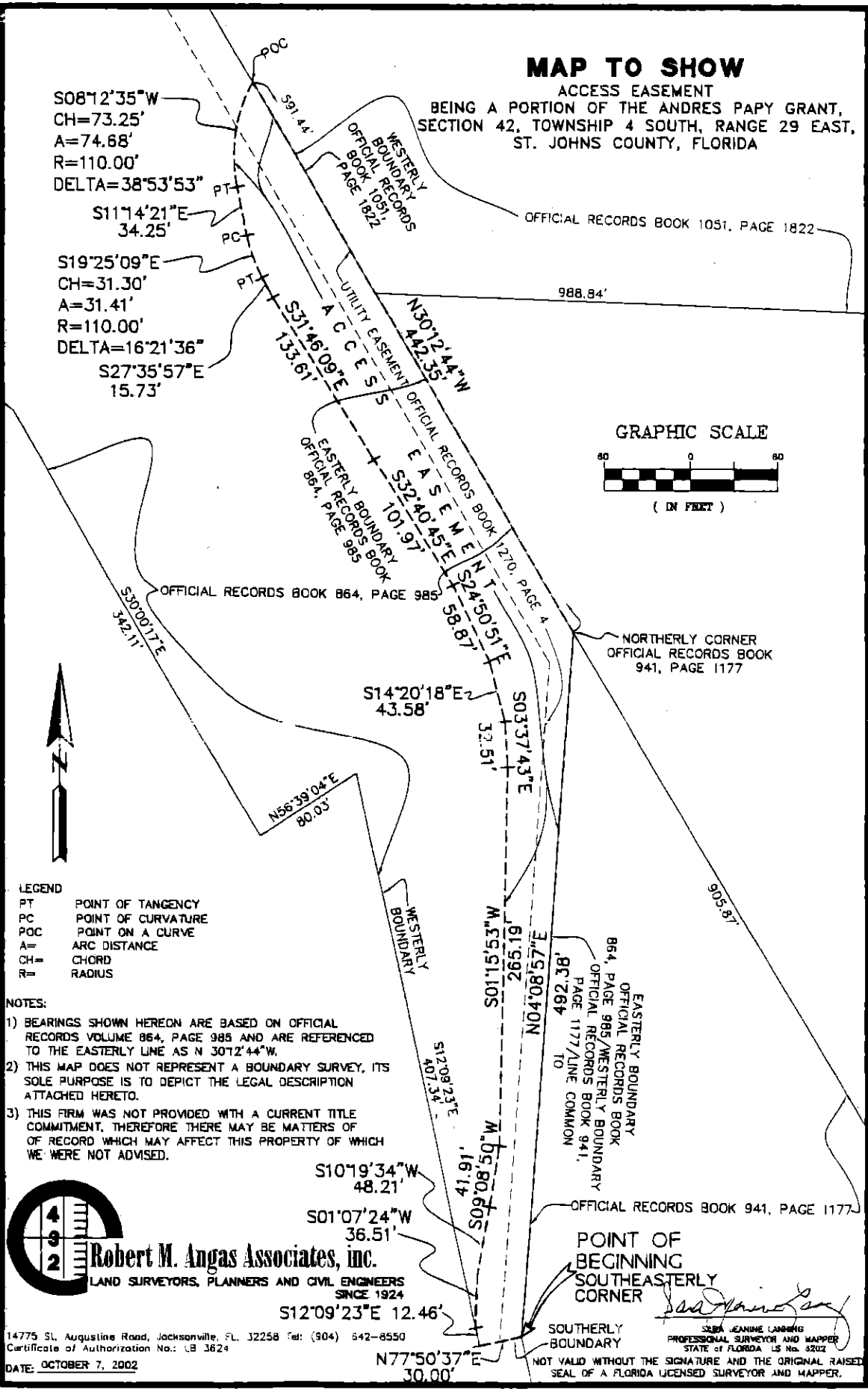
Ponte Vedra Presbyterian Church
Access Easement
Legal Description

A portion of the Andres Papy Grant, Section 42, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning commence at the Southeasterly corner of those lands described in Official Records Book 864, Page 985, Public Records of said county, said point lying in the Westerly boundary of those land described in Official Records Book 941, Page 1177, said public records and run North $04^{\circ}08'57''$ East, along the line common to said lands, a distance of 492.38 feet to the Northerly corner of last said lands; run thence North $30^{\circ}12'44''$ West, continuing along the Easterly boundary of said lands described in Official Records Book 864, Page 985, a distance of 442.35 feet to a point on a curve, said point lying on the Westerly boundary of those lands described in Official Records Book 1051, Page 1822, said public records; run thence Southwesterly, along the arc of a curve, concave Southeasterly and having a radius of 110.00 feet, an arc distance of 74.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $08^{\circ}12'35''$ West, 73.25 feet; run thence South $11^{\circ}14'21''$ East, a distance of 34.25 feet to a point of curvature; run thence Southeasterly, along the arc of a curve, concave Northeasterly and having a radius of 110.00 feet, an arc distance of 31.41 feet, said arc being subtended by a chord bearing and distance of South $19^{\circ}25'09''$ East, 31.30 feet; run thence South $27^{\circ}35'57''$ East, a distance of 15.73 feet; run thence South $31^{\circ}46'09''$ East, a distance of 133.61 feet; run thence South $32^{\circ}40'45''$ East, a distance of 101.97 feet; run thence South $24^{\circ}50'51''$ East, a distance of 58.87 feet; run thence South $14^{\circ}20'18''$ East, a distance of 43.58 feet; run thence South $03^{\circ}37'43''$ East, a distance of 32.51 feet; run thence South $01^{\circ}15'53''$ West, a distance of 265.19 feet; run thence South $09^{\circ}08'50''$ West, a distance of 41.91 feet; run thence South $10^{\circ}19'34''$ West, a distance of 48.21 feet; run thence South $01^{\circ}07'24''$ West, a distance of 36.51 feet to a point in the Westerly boundary of said lands described in Official Records Book 864, Page 985; run thence South $12^{\circ}09'23''$ East, along said Westerly boundary, a distance of 12.46 feet to the Southwesterly corner thereof; run thence North $77^{\circ}50'37''$ East, along the Southerly boundary of said lands, a distance of 30.00 feet to the Point of Beginning.

MAP TO SHOW

ACCESS EASEMENT
BEING A PORTION OF THE ANDRES POPY GRANT,
SECTION 42, TOWNSHIP 4 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA

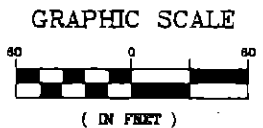


S08°12'35\"W
CH=73.25'
A=74.68'
R=110.00'
DELTA=38°53'53\"

S11°14'21\"E
34.25'

S19°25'09\"E
CH=31.30'
A=31.41'
R=110.00'
DELTA=16°21'36\"

S27°35'57\"E
15.73'



- LEGEND**
- PT POINT OF TANGENCY
 - PC POINT OF CURVATURE
 - POC POINT ON A CURVE
 - A= ARC DISTANCE
 - CH= CHORD
 - R= RADIUS

- NOTES:**
- 1) BEARINGS SHOWN HEREON ARE BASED ON OFFICIAL RECORDS VOLUME 864, PAGE 985 AND ARE REFERENCED TO THE EASTERLY LINE AS N 30°12'44\"W.
 - 2) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY, ITS SOLE PURPOSE IS TO DEPICT THE LEGAL DESCRIPTION ATTACHED HERETO.
 - 3) THIS FIRM WAS NOT PROVIDED WITH A CURRENT TITLE COMMITMENT, THEREFORE THERE MAY BE MATTERS OF RECORD WHICH MAY AFFECT THIS PROPERTY OF WHICH WE WERE NOT ADVISED.



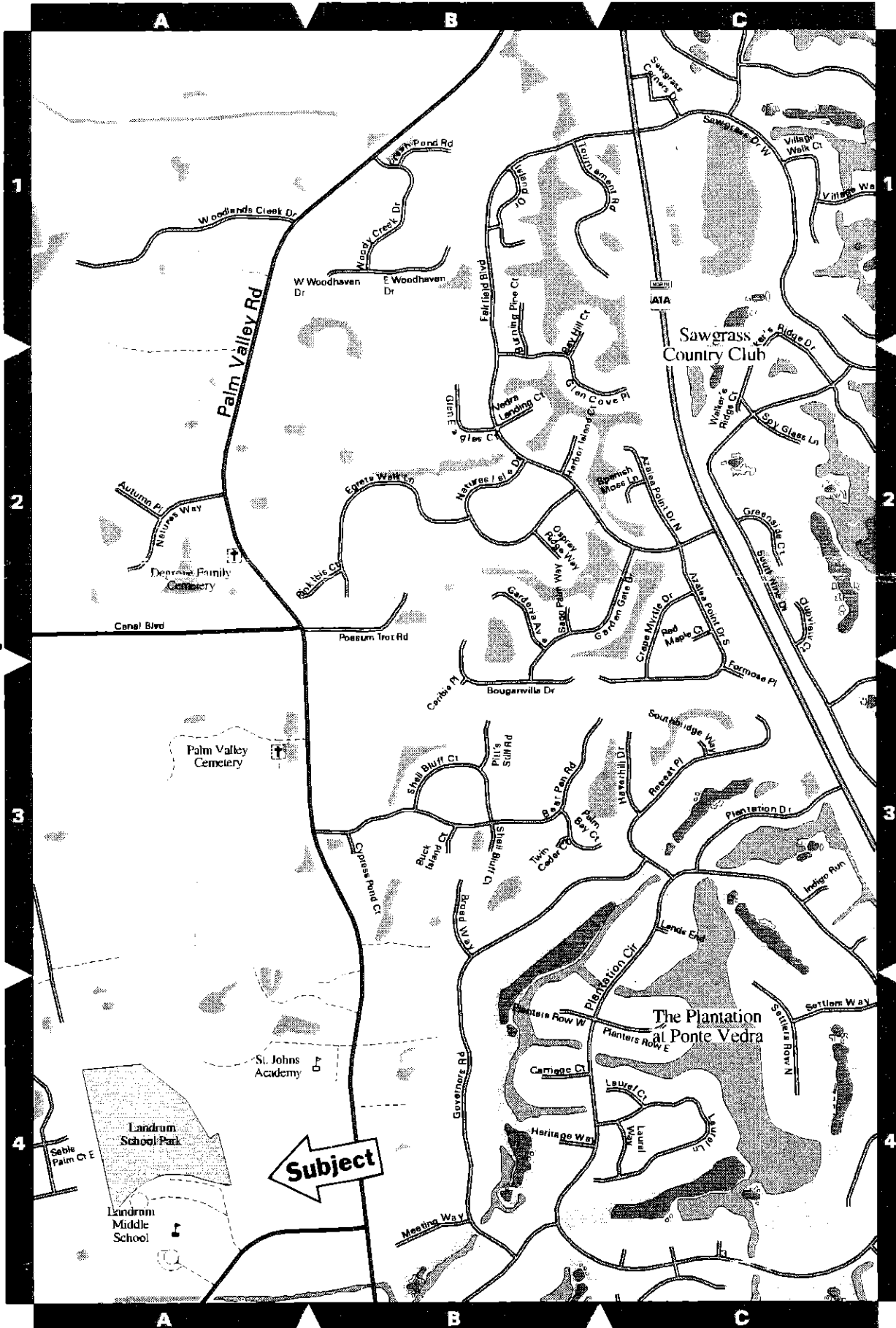
Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624
DATE: OCTOBER 7, 2002

POINT OF BEGINNING
SOUTHEASTERLY CORNER

SUBA JEANINE LANNING
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA - LS 188-3202
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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See Page 1011

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