

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT AUTHORIZING USE OF CERTAIN PUBLIC RIGHTS-OF-WAY ON THE UNIMPROVED PORTION OF WEST POPE ROAD TO EXTEND THEIR PROPERTY FOR PARKING AND STORAGE.

RECITALS

WHEREAS, Runk Properties, Inc., as owners of a building located at 1985 Mizell Road, have requested a License Agreement authorizing use of a certain unopened public rights-of-way to extend their parking area; and

WHEREAS, the County has determined that the licensed area is not presently necessary for exclusive County or public purposes, and the County has agreed to grant Runk Properties, Inc. temporary use of said public rights-of-way, as set forth in 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 hereby approves the terms of the License Agreement and authorizes the Chairman of the Board to execute said License Agreement.

Section 3. The Clerk is instructed to record the original License Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of August, 2003.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

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

RENDITION DATE 8-20-03

EXHIBIT "A" TO RESOLUTION

Prepared by: St. Johns County
4020 Lewis Speedway
St. Augustine, FL 32084

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed this _____ day of _____, 2003, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter referred to as the "County", **RUNK PROPERTIES, INC.** whose address is 1985 Mizell Road, St. Augustine, Florida 32084 hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License authorizing use of a West Pope Road a certain unimproved public right of way lying west of Mizell Road; and

WHEREAS, in consideration of the respective agreement 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 party hereof, hereinafter the "Premises".

1. To use above described Premises for term of five (5) years, commencing on the first day of September, 2003, the Licensee paying therefore a rental of \$10.00 per year, payable annually, commencing September 1, 2003.
2. Although the Licensee may enter and use the subject Premises for parking 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 Licensee" intended use of the Premises for more than thirty (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 written consent of the County (which consent shall not be unreasonably denied), provided any assignment shall fully bind Assignee as a successor Licensee.
5. Licensee shall restore the Premises to its original condition upon destruction or termination or expiration of this license, or any renewals, thereof.

6. The Licensee shall make no improvement to the subject Premises, except routine maintenance and sign copy charges as may be required. 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.
7. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.
8. 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.
9. 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 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.
10. If the Licensee shall fail to pay to County the license rental or any part thereof herein specified, and the same shall remain unpaid for sixty (60) 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 sixty (60) days, the county may, at its option, exercise any one or more of the following remedies:
 - a. County may declare 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.
11. 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, 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 sixty (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 space. Upon such revocation, Licensee shall remove said sign and support structures within said sixty (60) day period.
13. Licensee reserves the right to terminate this license by giving the County a sixty (60) 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.

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

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

Witness
As to Board of County Commissioners

BY: _____
**Ben W. Adams, Jr.,
County Administrator**

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by Ben W. Adams, Jr., County Administrator, who is personally known to me.

Notary

**ATTEST: CHERYL STRICKLAND,
Clerk of Court**

BY: _____
Deputy Clerk

RUNK PROPERTIES, INC.

Witness

CHRISTOPHER RUNK, President

Witness

STATE OF FLORIDA

COUNTY ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____,
2003 by **Christopher Runk, President**, who is personally know to me or who has
produced a driver's license as identification and who did/did not take an oath.

Notary

EXHIBIT "A"

The north 35 feet of the 100 foot right-of-way of West Pope Road an unimproved right of way. Beginning at the west right of way line of Mizell Road; thence westerly 1,294 feet to the end of right of way. The West Pope Road right of way being a 100 foot right of way with its southerly boundary the section of Sections 28 and 33 and the easterly boundary the west right of way line of Mizell Road.