

RESOLUTION NO. 2003- 23

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT AUTHORIZING USE OF COUNTY PROPERTY FOR AN OFFICE TRAILER FOR THE DEPARTMENT OF TRANSPORTATION CONTRACTOR WORKING ON THE STATE ROAD 207 WIDENING PROJECT FOR A PERIOD OF APPROXIMATELY TWO YEARS.

Recitals

WHEREAS, Parsons Brinckerhoff Construction Services, Inc. has presented to the County an executed License Agreement authorizing the use of a portion of an eight (8) acre parcel located at 6245 State Road 207, for placing an office trailer for the use of the contractor working on the State Road 207 widening project, as described on Exhibit "A" to the License Agreement, incorporated by reference and made a part hereof; and

WHEREAS, the Licensee will install a septic tank to be used while the office trailer is being occupied. Upon expiration of this agreement the Licensee shall leave the septic for County ownership and use. The County Landscaping Division will be using the southerly portion of the property and will have a use for the septic tank after the property is vacated by the Licensee; and

WHEREAS, the County has determined the licensed area is not presently necessary for exclusive County or public purposes and has agreed to grant Parsons Brinckerhoff Construction Services, Inc. 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 Parsons Brinckerhoff Construction Services, Inc., 2520 State Road 207, St. Augustine FL 32086.

PASSED AND ADOPTED, this 11th day of February, 2003.

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

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

ATTEST: Cheryl Strickland, Clerk

Patricia A. Strickland
Deputy Clerk



Exhibit "A" to Resolution

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, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "County", and Parsons Brinckerhoff Construction Services, Inc. whose address is, 2520 State Road 207, St. Augustine Florida 32086, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License, in order to authorize the location/placement, and use of Licensee's office trailer on County property, in connection with the State Department of Transportation contractor working on the State Road 207 widening project; and

WHEREAS, the property is more fully described as 6245 State Road 207, Elkton, Florida 32033, and which is shown on a map, attached as Exhibit "A", incorporated by reference, and made a part hereof, hereinafter referred to as the "Premises"; and

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 County property for the purpose mentioned above.

1. To use the above-described Premises for a term of two (2) years, commencing on the date first above written. Said time shall be extended in one (1) year increments, automatically for a total of up to three (3) years, providing that neither party notifies the other in writing of its intent not to accept such extension. Such notice shall be delivered at least thirty (30) days prior to the end of any said one (1) year period. As consideration for the temporary License, the Licensee therefore pays to the County, a nominal fee of \$1.00 per year, payable annually.
2. Although the Licensee may enter an use the subject Premises for an office area, the Licensee shall not be in possession of the Premises. The County shall possess an otherwise control all aspects of use of the Premises. The License shall be non-exclusive, and the 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 that this License burdens the same Premises, so long as, such easement does not substantially prevent Licensee's intended use of the Premises for more than thirty (30) days.
3. Licensee shall have the right to assign this License, with the prior written consent of the County (which consent shall not unreasonably withheld),

- provided any Assignment shall fully bind an 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 (normal wear and tear excepted, in the case of termination or expiration of the License). The Licensee shall install a septic tank for the office trailer, and upon expiration of this License, the Licensee shall leave the septic tank, for the County's ownership and use.
 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, that would make this License irrevocable. The Licensee specifically hereby waives any agreement, argument, or claim that this License is irrevocable.
 6. The Licensee shall not be permitted to make or suffer any waste, or make unlawful, or improper use of the Premises.
 7. The County, and its agents, servants, and employees, shall have and hereby reserve their right and privilege, at all reasonable times during the term of this License, to enter said Premises, and to examine, and inspect same. The Licensee shall not cause, or permit 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 will further indemnify and save harmless the County from any, and all, claims for personal injuries or property damages during the existence of this License to the extent arising from an act, error or omission of the Licensee, that the Licensee does hereby further agree to indemnity and save harmless the County from liability for damage, injury or death to any person or persons to the extent arising from an act, error, or omission of the Licensee, or from the lack of keeping same in good repair and order, or from the negligent operation of same, provided such damage, injury or death is not due to the County's own act, error or omission.
 9. The Licensee's office trailer 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 contained in this License, and such default continues for sixty (60) days, then the County may terminate this License, and terminate the Licensee's use of said Premises after notifying Licensee by certified mail of Licensee's failure to comply with the terms of this License.
 11. The waiver of the County, of any 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 coupling 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 and 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 remove said office trailer within said ninety (90) day period.
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 shall not constitute a waiver by either party hereto of any right of claim of right to the subject lands or to use the subject lands.

IN WITNESS WHEREOF, the undersigned parties have executed this License 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

Witness

Owner

Witness

Owner

**PARSONS BRINCKERHOFF
CONSTRUCTION SERVICES, INC.**

By: _____
G. Dewey Martin III, P.E.
Senior Vice President

Charlene Cianci
Witness

Cathy A. Pastor
Witness

Approved as to form

Parsons Brinckerhoff

By: GHC
Construction Services

Exhibit A

A part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 34, Township 8 South, Range 28 East, particularly described as follows:

Beginning at a point on the north line of the Floyd Road which point is 400 feet from the intersection of the said north line of the Floyd Road with the west line of State Road 207; from said point of beginning run easterly along the north line of the Floyd Road 400 feet to the intersection with the west line of State Road 207; thence north 34 degrees 23 minutes east along the west boundary of said State Road 207, 900 feet; thence west 500 feet; thence southerly in a straight line 896 feet, more or less, to the point of beginning. Except one acre described in Deed Book 136, page 370, St. Johns County, Florida records.