

**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 RIGHT-OF-WAY ON SOUTH DIXIE HIGHWAY.**

**RECITALS**

**WHEREAS**, Ann Hopkins and Jackie A. Hopkins, as owners of a building located at 1407 Old Dixie Highway, have requested a License Agreement authorizing use of a certain public rights-of-way for said building that has existed for approximately 25 years located at 1407 Old Dixie Highway; and

**WHEREAS**, this License Agreement is requested by both Ann and Jackie A. Hopkins in order to satisfy a St. Johns County Code violation where the building that houses the business Dixie Custom Building encroaches some sixteen feet (16') onto a one hundred foot (100') public rights-of-way on South Dixie Highway; and

**WHEREAS**, as shown on the enclosed map, which is attached to and incorporated as an Exhibit to the License Agreement, there is a wood fence surrounding the building located at 1407 South Dixie Highway, which Ann Hopkins and Jackie A. Hopkins would like to replace with a chain-link fence in order to secure the area during non-business hours; 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 Ann Hopkins and Jackie A. Hopkins 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 22 day of April, 2003.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
By: James E. Bryant  
James E. Bryant, Chairman

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

RENDITION DATE 4-24-03

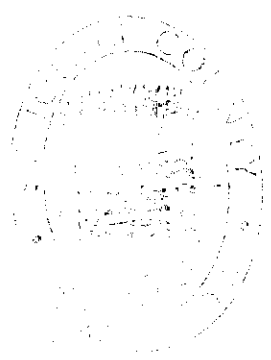


EXHIBIT "A" TO RESOLUTION

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, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter referred to as the "County", and **ANN HOPKINS and JACKIE A. HOPKINS**, whose address is 324 Ravenswood Drive, St. Augustine, Florida 32092 hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License authorizing use of a certain public right of way of South Dixie Highway for building existing approximately 30 years that is encroaching 16 feet into the right-of-way, and

WHEREAS, a portion of South Dixie Highway being a 100 foot right of way is located in front of 1407 South Dixie Highway, and

WHEREAS, in consideration of the respective agreements herein contained, the County does hereby license, without warranty, to the Licensee, the temporary use of the rights-of-way, as 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 ten (10) years, commencing on the first day of May, 2003, the Licensee paying therefore a rental of \$10.00 per year, payable annually, commencing May 1, 2003 each and every year thereafter until April 30, 2013.
2. Although the Licensee may enter and use the subject Premises for an existing building, 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 repair as may be required, and as may be noted elsewhere in this paragraph. 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. **Provided however**, Licensee may replace the existing wood fence that surrounds the Premises, with a chain-link fence in order to secure the Premises during non-business hours.
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. This includes the City Water Main, if any damage is done to this it will be the licensee responsibility to repair and pay for the damage.
10. The Licensee's building 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. Licensee shall pay all public utility service bills as the same shall be incurred and become due in connection with the building during the term of this license, except as above stated.

11. 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.
12. 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.
13. 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 right-of-way. Upon such revocation, Licensee shall remove said building within said sixty (60) day period.
14. Licensee reserves the right to terminate this license by giving the County a sixty (60) day notice in writing.
15. 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

BY: \_\_\_\_\_  
**Ben W. Adams, Jr.,  
County Administrator**

\_\_\_\_\_  
Witness

ATTEST: CHERYL STRICKLAND, Clerk  
of Court

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Witness

*Jackie A. Hopkins* Date: \_\_\_\_\_  
**JACKIE A. HOPKINS**

\_\_\_\_\_  
Witness

*Ann Hopkins by Jackie A Hopkins* Date: \_\_\_\_\_  
**ANN HOPKINS, by Jackie A. Hopkins  
her POA**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

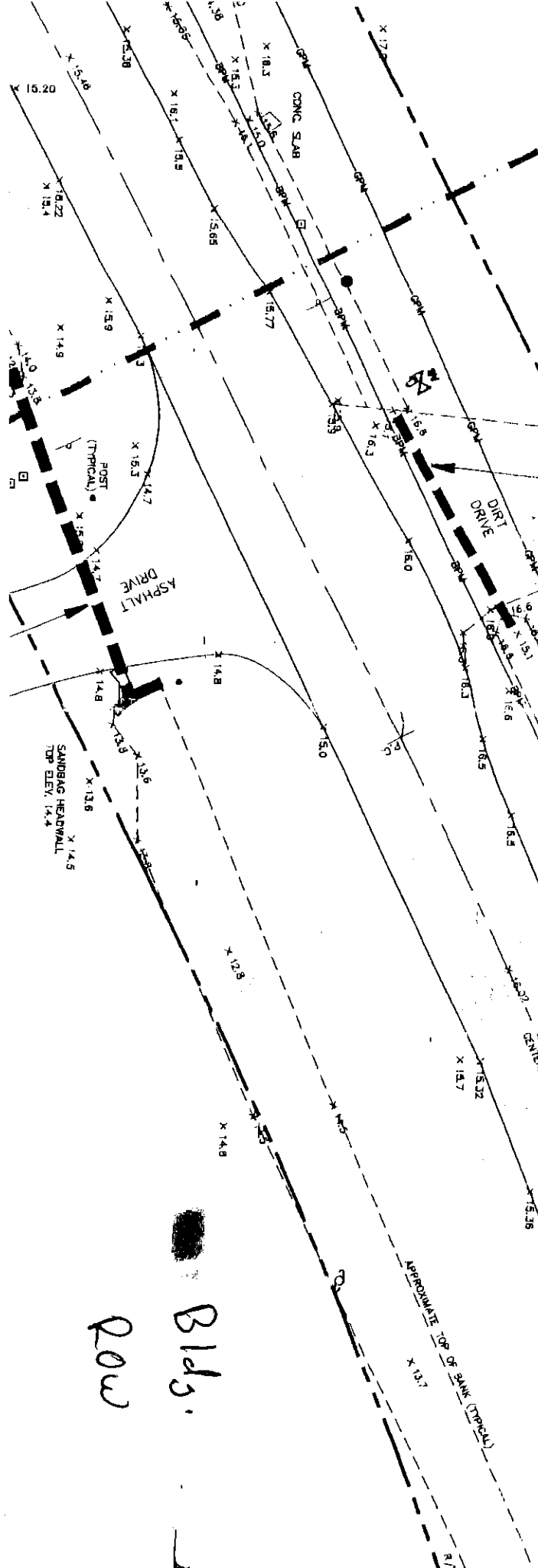
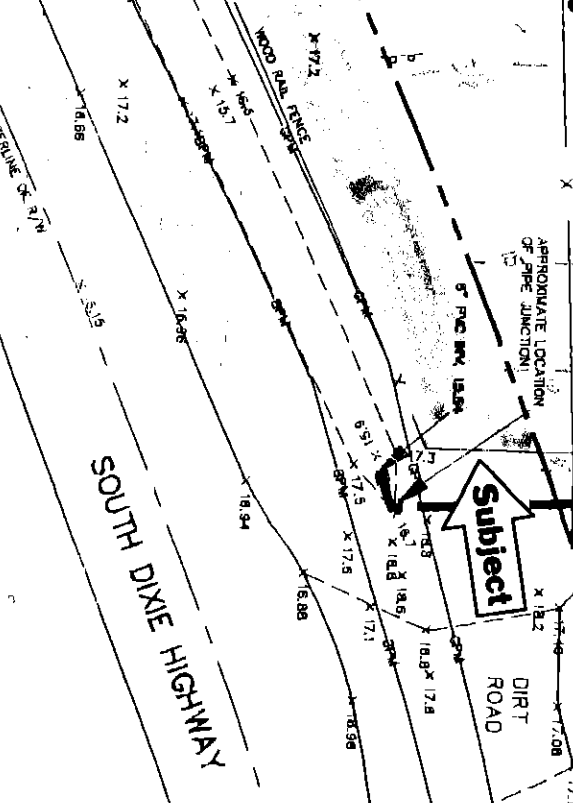
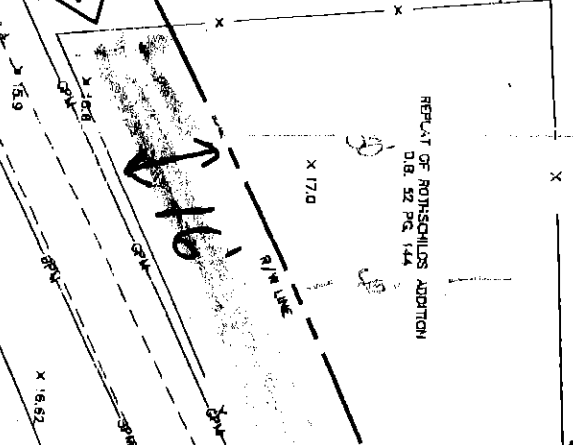
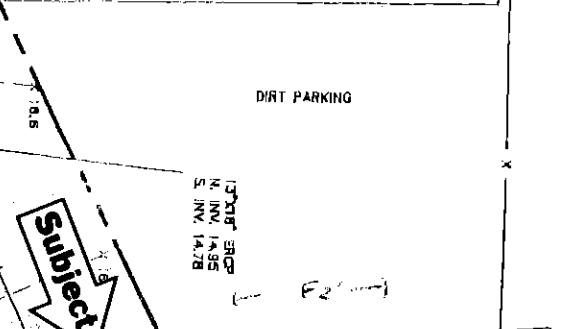
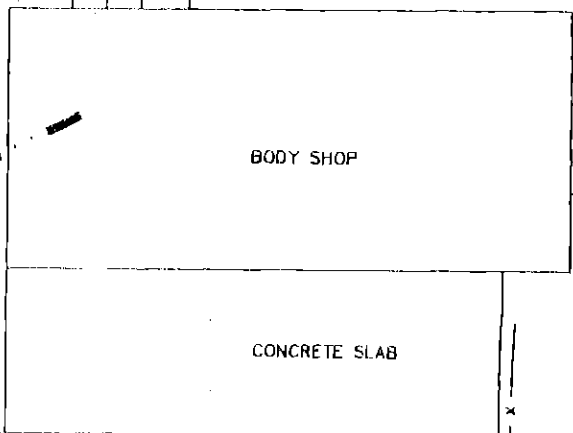
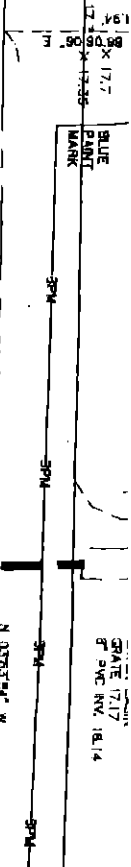
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2003, by **JACKIE A. HOPKINS** and **ANN HOPKINS**. They produced a driver's license for identification.

*Debbie Taylor*  
Notary



**Debbie Taylor**  
Commission # CC 913963  
Expires April 14, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

OLD MOULTRIE ROAD (R/W VARIES)



SOUTH DIXIE HIGHWAY

Bldg.  
Row