

RESOLUTION NO. 2004- 29

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT AUTHORIZING USE OF COUNTY-OWNED PROPERTY LOCATED WITHIN A PORTION OF THE UNOPENED RIGHT-OF-WAY OF BLOCKER STREET AND STEWART STREET FOR TWO RETENTION PONDS TO SERVE THE AFFORDABLE HOUSING PROJECT CALLED HANCOCK PLACE IN COLLEGE PARK SUBDIVISION.

RECITALS

WHEREAS, Bill Lazar, Executive Director of St. Johns Housing Partnership, Inc., has requested a license authorizing use of approximately 50' x 100' portion of unopened County right-of-way located on Blocker Street and approximately 50' x 100' portion of unopened right-of-way on Stewart Street for two retention ponds to serve the Affordable Housing Project called Hancock Place in College Park Subdivision; and

WHEREAS, County staff has determined the licensed area is not presently necessary for exclusive County or public purposes and the County has no plans to open the right-of-way and has agreed to grant St. Johns Housing Partnership, Inc. use of the unopened right-of-way as set forth in the License Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, this is a revocable license and should the County determine a need for the property the County could reclaim the property in (60) sixty days and the Licensee would restore the property to a condition that is reflective of, or comparable to the original condition; and

WHEREAS, it is in the best interest of the public to authorize this License to ensure proper drainage and for the health, safety, and welfare of the citizens in that area.

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.

PASSED AND ADOPTED, this 3 day of February, 2004.

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

BY: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE 2-4-04

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed this ____ day of _____, 2004, 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 "County", and St. Johns Housing Partnership, Inc., whose address is P.O. Box 1086, St. Augustine FL 32085, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License authorizing use of County owned right-of-way for two retention ponds to serve the Affordable Housing Project called Hancock Place in College Park Subdivision; and

WHEREAS, the property is more fully described on the survey maps on attached Exhibit "A" and Exhibit "A-1", incorporated by reference and made a part hereof, hereinafter 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 owned right-of-way for the purpose mentioned above.

1. To use above described Premises for 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 \$1.00 per year, payable annually.
2. Although the Licensee may enter and use the subject Premises for two retention ponds, 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' retention ponds 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 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. 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 retention ponds within said sixty (60) day period, and

- 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.

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

**ST. JOHNS HOUSING PARTNERSHIP,
INCORPORATED**

By: _____
Bill Lazar, Executive Director

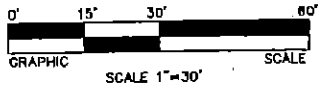
Witness

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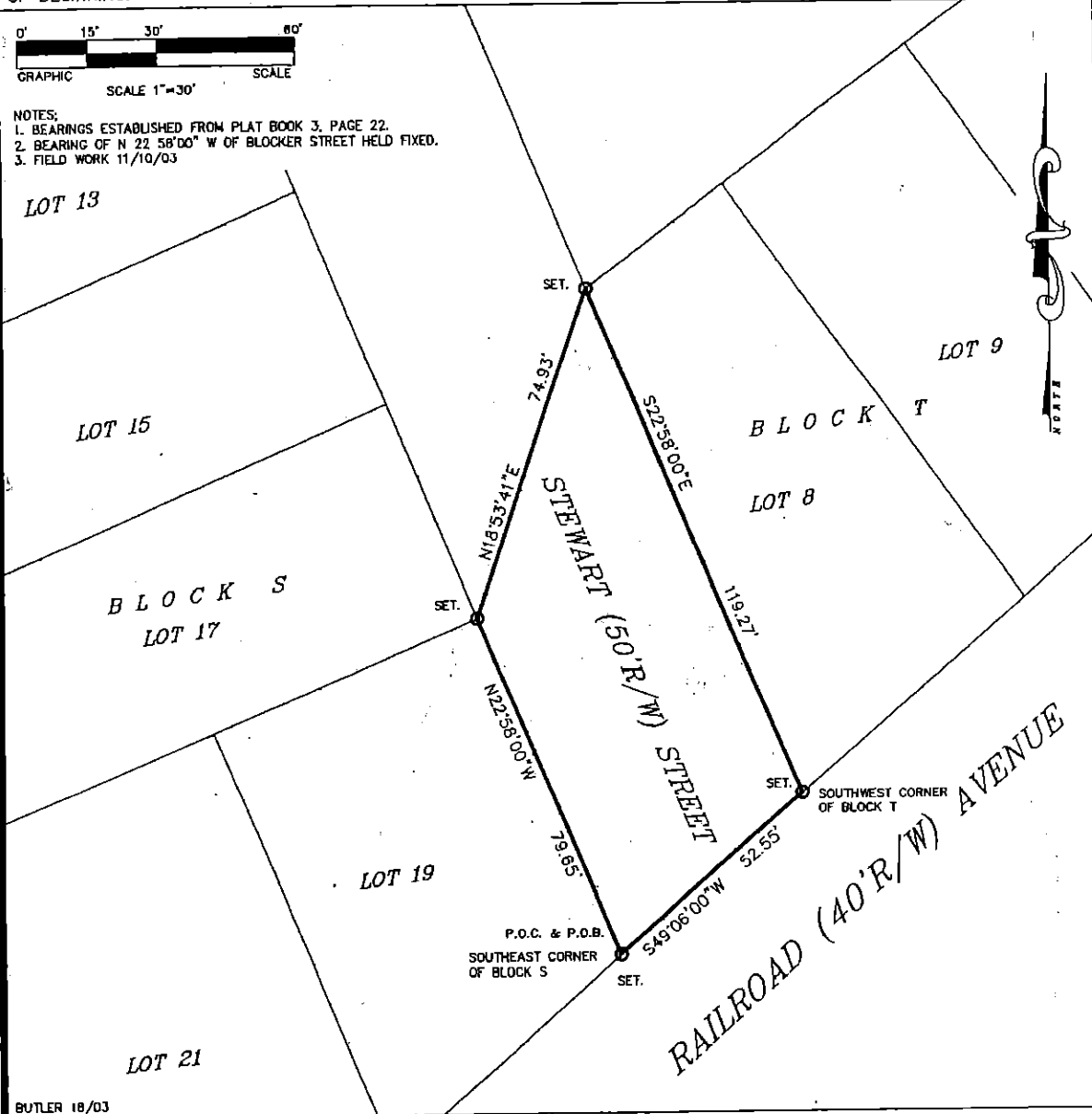
MAP SHOWING BOUNDARY SURVEY OF

A PORTION OF STEWART STREET AS SHOWN ON PLAT OF COLLEGE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 22, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHEAST CORNER OF BLOCK S, COLLEGE PARK; THENCE NORTH 22 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY BOUNDARY OF LOT 19 BLOCK S AND THE WESTERLY RIGHT OF WAY LINE OF STEWART STREET, 79.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 19, BLOCK S; THENCE NORTH 18 DEGREES 53 MINUTES 41 SECONDS EAST, 74.93 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK T SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF STEWART STREET; THENCE SOUTH 22 DEGREES 58 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY BOUNDARY OF LOT 8, BLOCK S AND THE EASTERLY RIGHT OF WAY LINE OF STEWART STREET 119.27 FEET TO THE SOUTHWEST CORNER OF BLOCK T; THENCE SOUTH 49 DEGREES 06 MINUTES 00 SECONDS WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF RAILROAD AVENUE (A 40.00 FOOT RIGHT OF WAY) 52.55 FEET TO THE SOUTHEAST CORNER OF BLOCK S AND THE POINT OF BEGINNING.



- NOTES:
 1. BEARINGS ESTABLISHED FROM PLAT BOOK 3, PAGE 22.
 2. BEARING OF N 22 58'00" W OF BLOCKER STREET HELD FIXED.
 3. FIELD WORK 11/10/03



ROONEY & SONS

9501-1 NORMANDY BOULEVARD, JACKSONVILLE, FLORIDA.
 32221-P.O. BOX 6957, JACKSONVILLE, FLORIDA 32236-6957
 PHONE (904)-695-1010 FAX. (904)-695-3356

- SYMBOLS:
 -x- CHAIN LINK FENCE
 -d-d- WOOD FENCE
 -w-w- WIRE FENCE
 -c-c- ELECTRIC LINE
 -u-u- UTILITY POLE
 -o-o- WELL
 [Symbol] ASPHALT
 [Symbol] OVERHEAD
 [Symbol] CONCRETE

I HEREBY CERTIFY TO :

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

FEMA FLOOD INSURANCE RATE INFORMATION PERTAINING TO LANDS SHOWN HEREON;
 ZONE _____ PANEL _____ DATE _____ COUNTY, FLORIDA.

P.O.C.-POINT OF COMMENCEMENT	R.L.S.-REGISTERED LAND SURVEYOR	N-NORTH S-SOUTH E-EAST W-WEST	P.S.M.-PROFESSIONAL SURVEYOR/MAPPER
P.O.B.-POINT OF BEGINNING	PROP.-PROPOSED C/L-CENTER LINE	EX-EXCEPTION TYP.-TYPICAL	J.E.A.-JACKSONVILLE ELECTRIC AUTHORITY
P.C.-POINT OF CURVATURE	L.B.-LICENSE BUSINESS	F.F.-FINISH FLOOR EL.-ELEVATION	P.R.M.-PERMANENT REFERENCE MONUMENT
P.T.-POINT OF TANGENT	O.R.V.-OFFICIAL RECORDS VOLUME	BLK.-BLOCK FND.-FOUND	BLVD.-BOULEVARD LA.-LANE
P.R.C.-POINT OF REVERSE CURVATURE	O.R.B.-OFFICIAL RECORDS BOOK	LP.-IRON PIPE RB.-REBAR	RD.-ROAD No.-NUMBER SEC.-SECTION
P.C.C.-POINT OF COMPOUND CURVATURE	D.B.-DEED BOOK PG.-PAGE	CMNC.-CONCRETE A/C-AIR CONDITIONER	TWP.-TOWNSHIP RING.-RANGE
P.I.-POINT OF INTERSECTION	P.B.-PLAT BOOK M.B.-MAP BOOK	ESMT.-EASEMENT ELEC.-ELECTRIC	P.L.S.-PROFESSIONAL LAND SURVEYOR
P.C.P.-PERMANENT CONTROL POINT	CO.-COUNTY FL.-FLORIDA	B.R.L.-BUILDING RESTRICTION LINE	NO UNDERGROUND LOCATIONS LOCATED THIS SURVEY
P.R.P.-PERMANENT REFERENCE POINT	AVE.-AVENUE ST.-STREET	F.Z.B.L.-FLOOD ZONE BOUNDARY LINE	
R/W-RIGHT-OF-WAY CT.-COURT	C.B.D.-CHORD BEARING AND DISTANCE	APPROX.-APPROXIMATE EXIST.-EXISTING	
L-ARC LENGTH R-RADIUS	COMP.-COMPUTED RAD.-RADIAL	A.K.A.-ALSO KNOWN AS N/F-NOW OR FORMERLY	
Δ-DELTA ANGLE T-TANGENT	P-PLAT C-COMP. D-DEED	N.G.V.D.-NATIONAL GEODETIC VERTICAL DATUM	

JURISDICTIONAL WETLANDS WERE NOT LOCATED THIS SURVEY.
 EASEMENTS OF RECORD WERE NOT PROVIDED FOR THIS SURVEY.
 THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
 THIS SURVEY NOT VALID WITHOUT EMBOSSED SEAL

DATE SIGNED 11-17-03

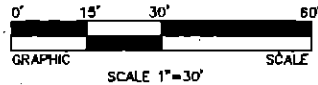
 PAUL D. DIXON-P.S.M. 4482

- [Symbol] DENOTES CONCRETE MONUMENT
 [Symbol] DENOTES IRON PIPE
 SET-DENOTES SET 5/8" x 18" REBAR L.B.6085

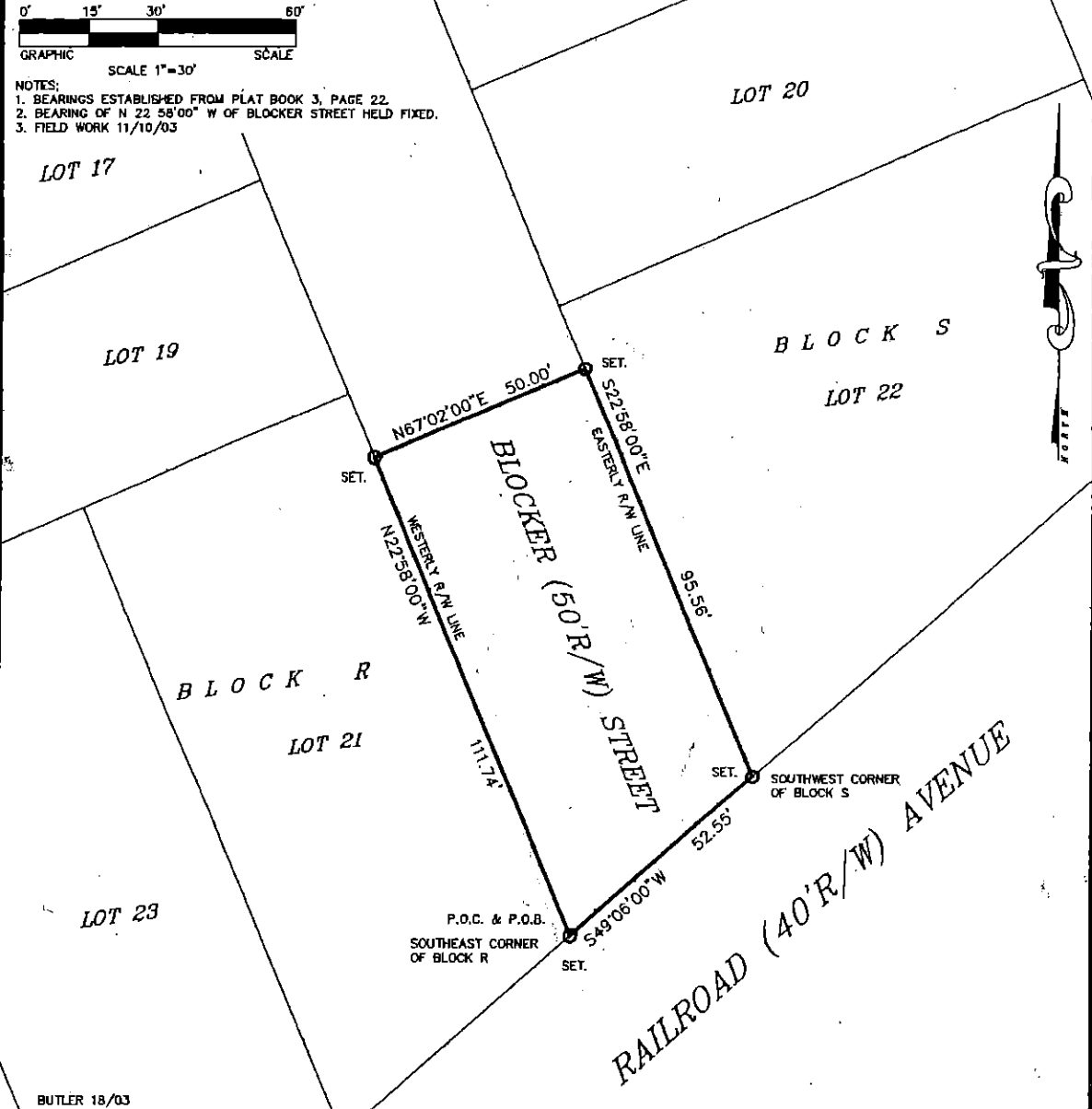
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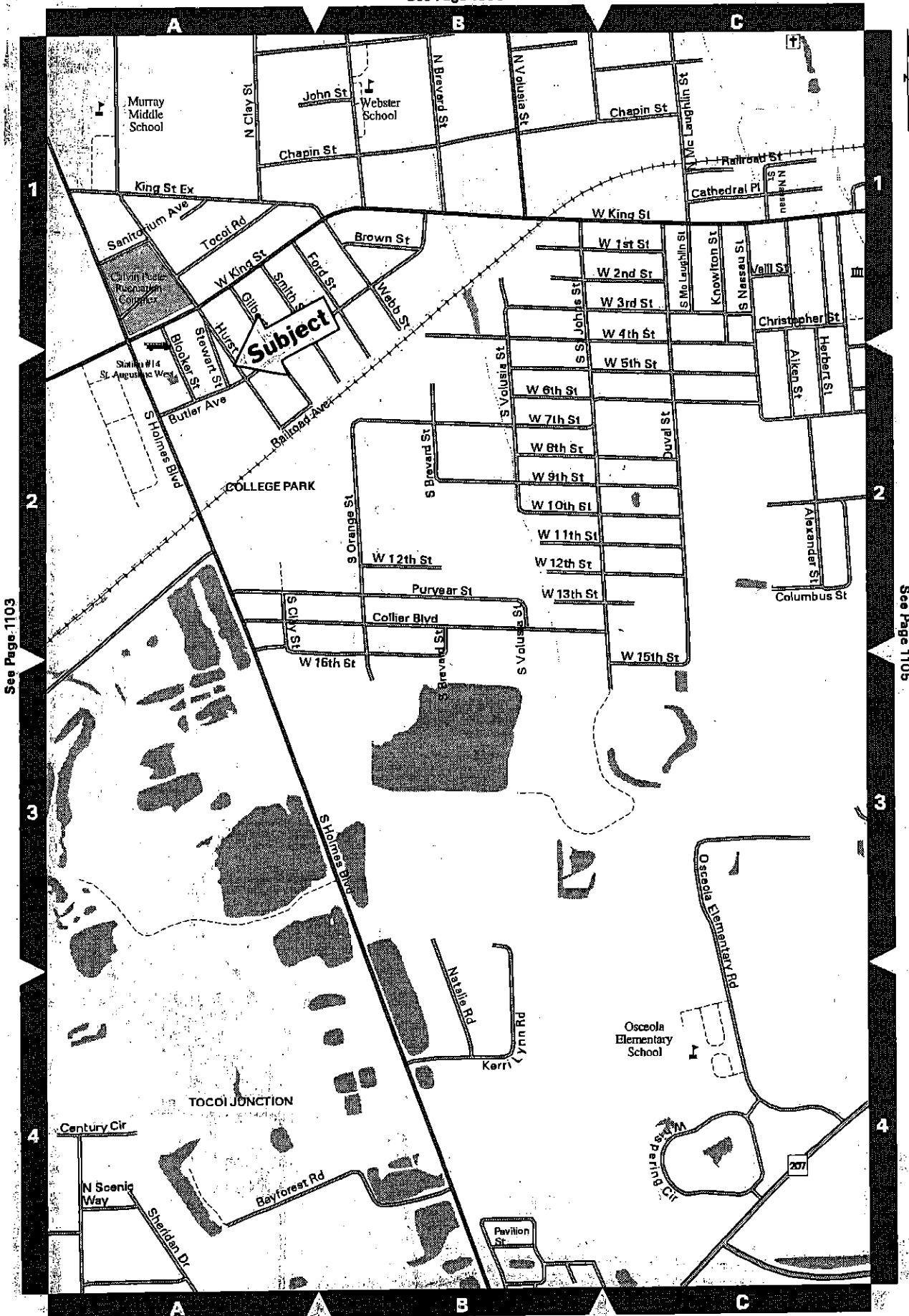
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DATE SET 11-18-03
 SET-3/8" x 18" REBAR L.B.6085
 PAUL D. DIXON-P.S.M.4482

This map is to indicate the general area of the County of the subject property

See Page 1096



See Page 1103

See Page 1105

See Page 1112