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RESOLUTION NO. 2005-57

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, GRANTING AN IRREVOCABLE LICENSE AGREEMENT TO FLORIDA POWER & LIGHT COMPANY TO USE CERTAIN PORTIONS OF COUNTY RIGHTS-OF-WAY TO ALLOW AN UPGRADE OF AN EXISTING DISTRIBUTION LINE.

RECITALS

WHEREAS, Florida Power & Light Company (hereinafter "FPL") has requested to use certain portions of County rights-of-way as described in Exhibit "A", and shown on map, attached hereto incorporated by reference and made a part hereof, in connection with a new transmission line project designed to increase the reliability in the west St. Augustine area; and

WHEREAS, this license will, in part, allow FPL to clear trees, undergrowth and other obstructions over and across Parcel One of said attached Exhibit "A" together with the right to install an aerial crossing at the corner of San Pedro Avenue and Evergreen Street and allow FPL to install a down guy wire over and across Parcel Two and Parcel Three described herein; and

WHEREAS, this project will upgrade an existing FPL distribution line and it is in the best interest of the public for the County to grant this License Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of St. Johns County, Florida, that St. Johns County, the Licensor, hereby grants to FPL a non-exclusive irrevocable license to use the "Licensed Premises" as mentioned above.

1. The above referenced recitals are found to be true and correct and are incorporated herein by reference.
2. The requested use of the License Premises License is granted subject to the following conditions and limitations:
 - a. The grant of the License shall in no way restrict the right and interest of the Licensor (County) in the use and maintenance of the "Licensed Premises" to the extent that such use does not interfere with the rights granted herein.

Jackie P. Segredo
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- b. The Licensee (FPL) and its agents shall have the duty to not create any obstruction or conditions of the public property or right-of-way adjoining the "Licensed Premises" which are or may become unreasonably dangerous to the public, County or its agents or employees.
 - c. The Licensee (FPL) shall be liable for the personal injuries and damages to real or personal property that may result from its use of the "Licensed Premises" and shall defend, hold harmless and indemnify the Licensor, its officers, employees and agents for and from any damages, claims, liability or costs resulting from the exercise of the privileges granted.
 - d. In the event of widening, repair or reconstruction of any County road right-of-way, the Licensor may cause the movement of FPL improvements in or on the Licensed Premises and FPL improvements thereon, at Licensee's (FPL) cost.
 - e. The Licensee shall promptly repair any damage or injury to any County property by reason of the exercise of the privileges granted by this License including but not limited to repair of the road or highway, restoring such to a condition at least equal to that which existed prior to the infliction of such damage or injury.
3. To the extent that Licensee is in compliance with the applicable St. Johns County Tree Ordinance, Licensee shall have the right to clear and keep the "Licenses Premises" clear of all trees, undergrowth or other obstructions and to trim and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs in the vicinity of the "Licensed Premises" on lands owned by the Licensor which might interfere with Licensee's use of the "Licensed Premises".
4. The License shall run with the land and shall be binding on and shall inure to the benefits of the parties hereto, their successors or assigns in perpetuity so long as the electrical service is provided to County via the "Licensed Premises". Notwithstanding the foregoing, in the event the County desires to sell the subject property to a private landowner or to abandon, vacate or discontinue use of the subject property, the County or private purchaser, to the extent allowed by law, grant FPL an easement reasonably acceptable to FPL as a condition of and prior to or contemporaneous with any sale, abandonment, vacation or discontinuance of the subject County property served by FPL using this License and which will continue to be served by FPL.

5. This License is not intended to confer with any rights not specifically stated herein.
6. This License shall be deemed as coupled with an interest once FPL has made substantial expenditures to do the improvements mentioned herein. As such the parties agree that this License is an Irrevocable License Agreement except as provided by its terms shall include the right of the County to terminate this License Agreement if the Licensee does not correct any of its violation of the provisions hereof within a reasonable time after reasonable notice.
7. The Clerk is instructed to record this Resolution in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 9th day of March, 2005,
by the Board of County Commissioners of St. Johns County, Florida.

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

By: James E. Bryant
James E. Bryant Vice Chair

ATTEST: Cheryl Strickland, Clerk

By: Patricia Andrade
Deputy Clerk

RENDITION DATE 3-10-05



Exhibit "A"

Parcel One:

The West 30 feet of San Pedro Avenue being part of the plat of Osceola Acres Subdivision, as recorded in Map Book 4, page 30, of the public records of St. Johns County, Florida.

Parcel Two:

The South 50 feet of the East 20 feet of Clay Street lying north of Lee Street being part of the plat of Afro-American Subdivision of the Dancy Tract Unit No. 3, as recorded in Map Book 4, page 8, of the public records of St. Johns County, Florida.

Parcel Three:

The North 10 feet of the East 70 feet of Pacific Avenue being part of the plat Afro-American Subdivision of the Dancy Tract Unit No. 3, as recorded in Map Book 4, page 8, of the public records of St. Johns County, Florida.

