

RESOLUTION NO. 2006-207

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT AUTHORIZING USE OF A PORTION OF THE COUNTY OWNED PROPERTY ON ALHAMBRA DRIVE IN ST. AUGUSTINE SHORES FOR RV/BOAT STORAGE AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LICENSE AGREEMENT ON BEHALF OF THE COUNTY.**

**WHEREAS**, St. Augustine Shores Service Corporation has requested use of a portion of County owned property located on Alhambra Drive for RV/Boat Storage for St. Augustine Shores residents. The County owned property is part of the old utility site on Alhambra Drive and is adjacent to the existing RV/Boat storage facility owned by St. Augustine Shores; and

**WHEREAS**, County staff has determined the licensed area is not presently necessary for exclusive County or public purposes. St. Augustine Shores Service Corporation has agreed to pay \$1,500 per year for use of the property as set forth in the License Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, use of the property by St. Augustine Shores will be contingent upon approval of a minor modification to the St. Augustine Shores Planned Unit Development ("PUD") since the site is designated as "Utilities". The minor modification request will be to allow RV/Boat storage in addition to Utilities; and

**WHEREAS**, this is a revocable license and should the County determine a need for the property, the County could reclaim the property within (90) ninety days.

**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 after the minor modification to the PUD is approved.

PASSED AND ADOPTED, this 27<sup>th</sup> day of June, 2006.

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

By: Cynthia W. Stevenson

Cynthia W. Stevenson, Vice-Chair

ATTEST: Cheryl Strickland, Clerk

By: Robin S. Platt  
Deputy Clerk

RENDITION DATE 7/3/2006

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made and executed this 3rd day of July, 2006, 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. Augustine Shores Service Corporation, whose address is 790 Christina RR., St Aug FL 32086, hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee has requested this License authorizing use of a portion of the County owned property located at 771 Alhambra Avenue in St. Augustine Shores for RV/Boat storage for the residents. The County property is located adjacent to the existing RV/Boat storage facility which has become overcrowded; and

**WHEREAS**, the property is more fully described as St. Augustine Shores Unit One Tract T as recorded in Map Book 11 Page 71 of the Public Records of St. Johns County, Florida and shown on map on attached Exhibit "A", 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 a portion of 771 Alhambra Avenue for the purpose mentioned above.

1. To use above described Premises for term of two (2) years, commencing on the date first above written. Said time shall be extended in two (2) 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 two (2) year period. The Licensee paying therefore a fee of \$1,500.00 per year, plus any applicable State Sales Tax, payable annually. The Licensee will be responsible for mowing the Premises once a month and twice a month during the high growth season.
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 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.

Prepared by:

Nanette Bradbury  
St Johns County Real Estate Division  
4020 Lewis Speedway  
St Aug FL 32084

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 that would make this License irrevocable. The Licensee specifically hereby waives any agreement or claim that this License is not irrevocable. The Licensee is authorized to install a fence around the portion of the property that the County intends to retain, however, the fence must be installed prior to any RV/Boat parking and the County shall supervise installation of the fence. No tree removal is allowed on the Premises.
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. The Licensee shall carry liability insurance on the Licensed Premises and provide the County a copy of the insurance certificate yearly upon renewal of this Agreement.
9. The Licensee's storage of RV/Boats 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 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 ninety (90) 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 property and/or disaster relief use of space. Upon such revocation, Licensee shall remove all RV/Boats 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 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.  
Ben W. Adams, Jr. County Administrator

ATTEST: Cheryl Strickland, Clerk

By: Cheryl Strickland  
Deputy Clerk

**ST. AUGUSTINE SERVICE CORP.**

By: Joseph Smith  
Joseph Smith, General Manager

Julie Matthews  
Witness  
Sinda Stute  
Witness



# Exhibit "A" to License Agreement



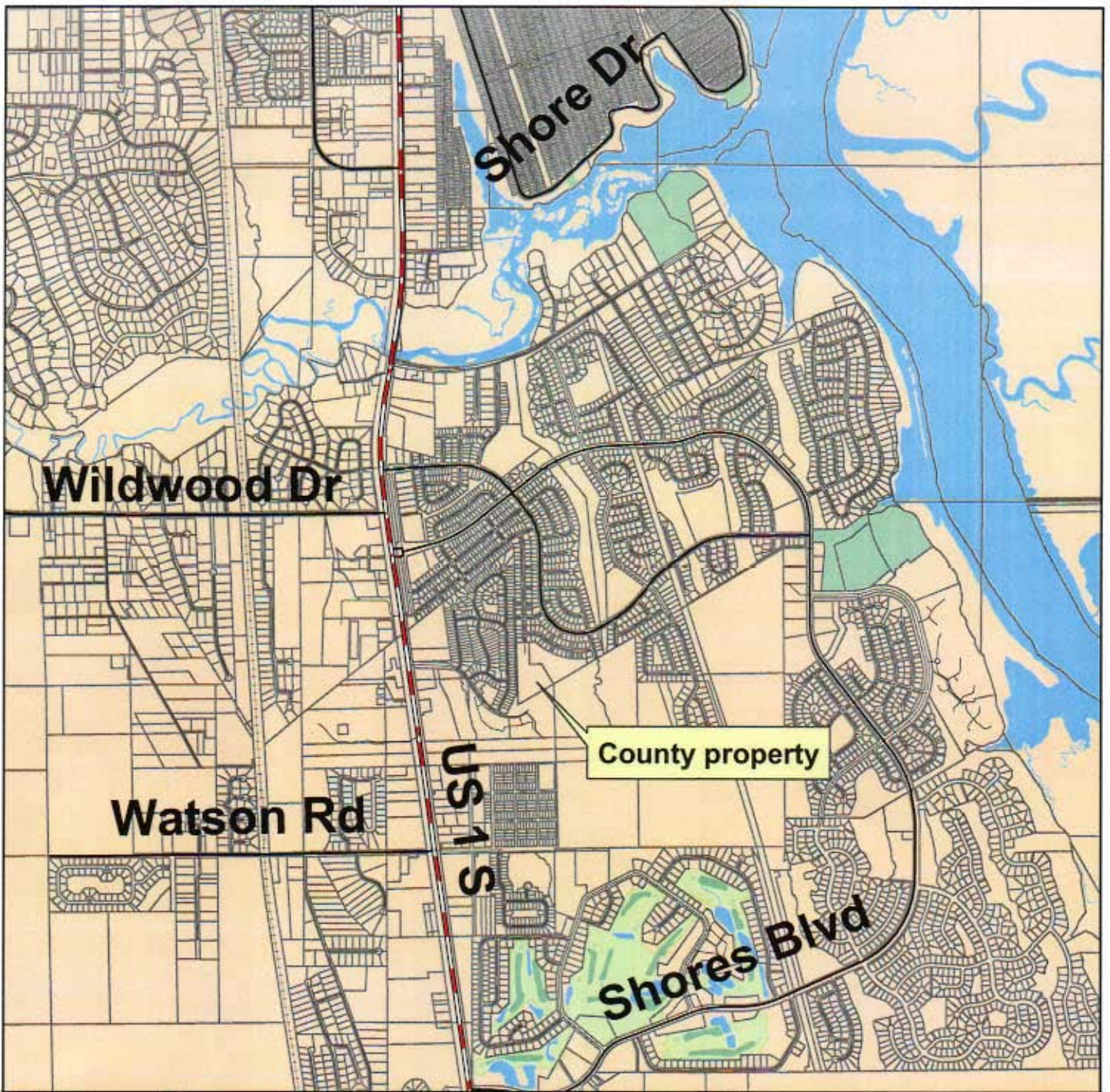
Disclaimer: This map is provided by the St. Johns County Real Estate Division and is for estimate purposes only. The Real Estate Division disclaims all responsibility for the accuracy or completeness of data shown herein. Data are from multiple sources with varying degrees of accuracy. This map should not be used for final site-specific land use decisions.



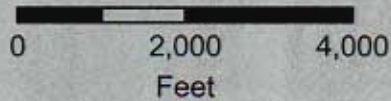
Prepared By  
**St. Johns County**  
Real Estate Division







**GENERAL  
LOCATION MAP**



Map Prepared: 6/15/2006

\*Depicts General Project Boundary

**St. Augustine  
Shores License  
Agreement**

File: BCC May 16, 2006



St. Johns County  
Land Mgmt. Systems  
Real Estate