

RESOLUTION NO. 2006- 280

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT AUTHORIZING FLORIDA POWER AND LIGHT COMPANY TO RUN AN OVERHEAD POWER LINE ACROSS A COUNTY CANAL TO PROVIDE ELECTRICAL SERVICE TO A RESIDENCE OFF OF CANAL BOULEVARD AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LICENSE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, Wayne Povia and Linda Povia have requested that St. Johns County grant a License Agreement to Florida Power & Light to allow overhead power lines to be run across a County Canal to their residence; and

WHEREAS, the Povia's have placed a mobile home on the property and the only option they have for Florida Power & Light to provide electrical service to the residence is for the County to execute a License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to grant this License to allow Florida Power & Light to provide electrical service to a residence in the County.

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 22nd day of August, 2006.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Atreia McGrade
Deputy Clerk

RENDITION DATE 8-24-06

Exhibit "A" to Resolution

Prepared by:
Michael D. Hunt
Deputy County Attorney
4020 Lewis Speedway
St. Augustine, Florida 32084

LICENSE AGREEMENT

For and in consideration of Ten dollars (\$10.00) and other good and valuable consideration, this adequacy and receipt of which is hereby acknowledged, **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the undersigned owner(s) of the premises described herein, hereinafter referred to as "Licensor" does hereby grant to **FLORIDA POWER & LIGHT COMPANY**, its licensees, contractors, agents, successors, assigns and allied and associated companies, hereinafter referred to as "Licensee" a License to use the premises attached hereto as Exhibit "A", incorporated by reference and made a part hereof, hereinafter referred to as the "Licensed Premises", for the purpose of electrical distribution and the construction, operation and maintenance of electric utility facilities, subject to the following conditions and limitations:

1. The grant of this License shall in no way restrict the right and interest of the Licensor in the use and maintenance of the "Licensed Premises" to the extent that such use does not interfere with the rights granted herein.
2. The Licensee and its agents shall have the duty not to 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.
3. The Licensee shall be liable for the personal injuries and damages to real or personal property that may result from its use of the "Licenses 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.
4. In the event of widening, repair or reconstruction of any County road right-of-way, the Licensor may cause the movement of the Licensee's improvements in or on the Licensed Premises and Licensee's improvements thereon, at Licensee's cost.
5. 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.

6. 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 "Licensed 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 the Licensee's use of the "Licensed Premises".

7. 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 service is provided via the "Licensed Premises". Notwithstanding the foregoing, to the extent allowed by law, in the event the County desires to sell the subject property to a private landowner or private purchaser, the County shall grant Licensee an easement reasonably acceptable to Licensee as a condition of and prior to or contemporaneous with any sale, abandonment, vacation or discontinuance of the subject County property.

8. This License is not intended to confer any rights not specifically stated herein.

9. This License shall be deemed as coupled with an interest once the Licensee 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 Licensor 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.

10. This License Agreement shall be recorded in the Official Records of St. Johns County, Florida.

In witness whereof, the undersigned has caused this instrument to be executed on the ____ day of _____, 2006.

Signed, sealed and delivered
in the presence of:

Witness

Witness

LICENSOR

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State
of Florida

By: _____
Ben W. Adams, Jr.
County Administrator

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

I HEREBY CERTIFY that Ben W. Adams, Jr., as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, personally appeared before me and acknowledged that he was the same. The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Ben W. Adams, Jr. who is personally known to me.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2006.

Notary Public
My commission expires: _____

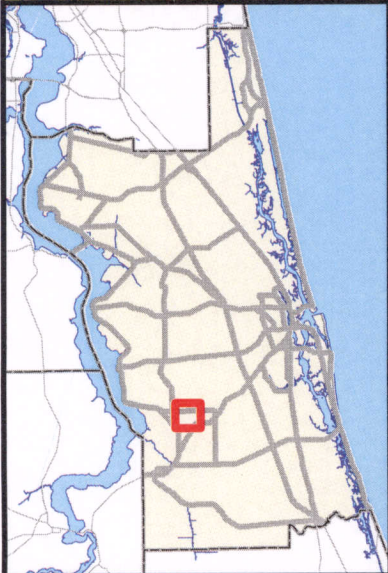
Licensors' Address:
St. Johns County
Real Estate Division
4020 Lewis Speedway
St. Augustine, Florida 32084

Licensee's Address:
Florida Power & Light Company
303 Hastings Road
St. Augustine, Florida 32084

Exhibit "A" to License Agreement

The north thirty feet (30') of the following described parcel:

For a point of commencement begin at the northwest corner of Section 22, Township 8 South, Range 28 East, said point also being on the southerly right of way line of Canal Road as now established; thence along said right of way north 89 degrees 14 minutes 37 seconds east, 310.92 feet to the point of beginning: thence continue north 89 degrees 14 minutes 37 seconds east 20.00 feet; thence leaving said right of way of Canal Road south 01 degrees 11 minutes 08 seconds east 332.11 feet; thence south 89 degrees 14 minutes 37 seconds west 20.00 feet; thence north 01 degrees 11 minutes 08 seconds west 332.11 feet to the southerly right of way of Canal Road and the point of beginning.



**GENERAL
LOCATION MAP**

72562.5 0 725 Feet



Map Prepared: 8/7/2006

*Depicts General Project Boundary

**License Agreement
Florida Power
and Light**

File: August 22, 2006



St. Johns County
Land Mgmt. Systems
Real Estate