

RESOLUTION NO. 2006- 282

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINSTRATOR TO EXECUTE A LICENSE AGREEMENT TO FLORIDA POWER & LIGHT COMPANY TO INSTALL POWER TO A PUMP NEEDED FOR THE FOX CREEK REGIONAL POND SITE LOCATED OFF OF NORTHWOOD DRIVE.

WHEREAS, Florida Power & Light Company (hereinafter "FPL") has requested a License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, in order to install, maintain and provide electrical power to a pump needed for the Fox Creek Regional Pond Site. In place of the requested easement, the County hereby grants FPL a License Agreement to use the requested property for such purpose; and

WHEREAS, this License Agreement will, in part, allow FPL to install a electrical distribution line to provide electric service to the pump located on the Fox Creek Regional Pond Site which will be used for the drainage in the West Augustine 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 hereby approves the terms of the License Agreement and authorizes the County Administrator to execute the License Agreement.

Section 3. The Clerk is instructed to record the original License Agreement in the Official Records Book of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 22nd day of August, 2006.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande
Deputy Clerk

RENDITION DATE 8/24/06

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 construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) 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. 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.
5. 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".

6. 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.

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

8. 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.

9. 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.

LICENSOR

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

Signed, sealed and delivered
in the presence of:

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

Witness

Witness

**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 know to me.

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

Notary Public
My commission expires: _____

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

Licensee's Address:

EXHIBIT "A"

The West 20' of the South 683.87' of the following described property:

A portion of Lot 11, F.N. Holmes Property, according to the plat thereof as recorded in Map Book 2, Page 36 of the Public Records of St. Johns County, Florida. Also being a portion of the lands described in Official Records Book 928, Page 73 of the Public Records of St. Johns County, Florida; being more particularly described as follows:

For a point of reference commence at the Southeast corner of Lot 11, F.N. Holmes Property, as recorded in Map Book 2, Page 36 of the Public Records of St. Johns County, Florida; Thence South 68°01'30" West, along the Southerly line of said Lot 11 and along the Southerly line of lands described in Official Records Book 928, Page 73 of the Public Records of St. Johns County, Florida, a distance of 1526.64 feet to the POINT OF BEGINNING; Thence continue South 68°01'30" West, along the Southerly line of said Lot 11 and the Southerly line of said described lands, a distance of 1018.03 feet to the Southwest corner of said Lot 11, said corner also being a point on the Easterly boundary of the plat of Southwest Woods, as recorded in Map Book 13, Pages 26-27 of the Public Records of St. Johns County; Thence North 01°23'11" West along said plat boundary and along the Westerly line of said Lot 11 and the Westerly line of said described lands, a distance of 683.87 feet to an angle point in the Westerly line of said Lot 11; Thence North 22°45'00" West, departing the Westerly line of said Lot 11 and the Westerly line of said described lands, a distance of 349.04 feet; Thence North 68°00'54" East, along the Northerly line of said Lot 11 and the Northerly line of said described lands, a distance of 843.03 feet; Thence South 31°11'35" East, departing the Northerly line of said Lot 11 and the Northerly line of said described lands, a distance of 278.18 feet; Thence South 19°04'56" East, a distance of 261.93 feet; Thence South 02°35'09" East, a distance of 129.71 feet; Thence South 09°05'33" East, a distance of 202.81 feet; Thence South 20°19'42" East, a distance of 133.14 feet to the POINT OF BEGINNING.

AND

The 20' Utilities and Drainage Easement as dedicated in the plat of Lyndale Acres recorded in Map Book 14, page 90, of the public records of St. Johns County, Florida.

FOX CREEK REGIONAL POND



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