

RESOLUTION NO. 2006- 296

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 COUNTY OWNED PROPERTY ON OLD MOULTRIE ROAD AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, Carlson R. Tillman and Cheryl D. Tillman, have requested use of a portion of County owned property located on Old Moultrie Road for an existing secondary driveway into the rear of their residence; and

WHEREAS, County staff has determined the licensed area is not presently necessary for exclusive County or public purposes. The Tillman's were not aware their existing driveway was encroaching on County property until a survey was recently performed on the County property. The License Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, will allow use of the six foot encroachment area on the 2.8 acre parcel; 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.

PASSED AND ADOPTED, this 5 day of September, 2006.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Atricia DeGrande
Deputy Clerk

RENDITION DATE 9-7-06

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed this ____ day of _____, 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 Carlson R. Tillman and Cheryl D. Tillman, husband and wife, 3424 Old Moultrie Road, St. Augustine FL 32086, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License authorizing use of a portion County owned property located on Old Moultrie Road for an existing driveway into the Licensee's backyard on an occasional basis. The existing driveway encroaches approximately six feet on County owned property; and

WHEREAS, the County property is adjacent to the residence owned by the Licensee and is more fully described in Exhibit "A" attached hereto incorporated by reference and made a part hereof, hereinafter the "Premises"; and

NOW THEREFORE, 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 the property according to the following conditions, provisions, and terms:

1. To use above described Premises for a term of five (5) years, commencing on the date first above written. Said time shall be extended in five (5) 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 five (5) year period. The Licensee paying therefore a fee of one dollar (\$1.00) per year, payable annually.
2. Although the Licensee may enter and use a portion of the subject Premises for occasional access to their backyard, 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 not rely on the use of the 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, at 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' additional access point 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 property and/or disaster relief use of space. Upon such revocation, Licensee shall discontinue use of said ingress and egress no later than the last day of the 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

James W. Owens
Witness

John C. DeFay
Witness

Carlson R. Tillman
Carlson R. Tillman

Cheryl D. Tillman
Cheryl D. Tillman

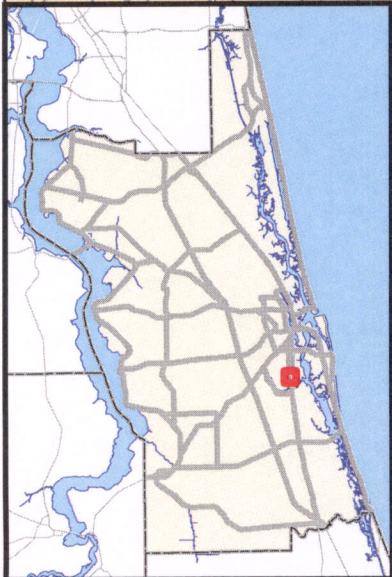
Exhibit "A" to License Agreement

Beginning at the Southwest corner of Government Lot 7 Section 6 Township 8 South Range 29 East, St. Johns County, Florida; thence north along the west line of said Lot 7, 220 feet to starting point and southwest corner of this conveyance; continue north along west line of said Lot 7, 220 feet to the northwest corner; thence east 626 feet to the northeast corner; thence south 220 feet to the southeast corner; thence west 626 feet, to the southwest corner and starting point.

Excepting therefrom a strip of land on the west for right-of-way of Old Moultrie Road.



Subject Parcel



**GENERAL
LOCATION MAP**



Map Prepared: 8/24/2006

*Depicts General Project Boundary

**Old Moultrie
Road License
Agreement**

File: September 5, 2006 BCC



St. Johns County
Land Mgmt. Systems
Real Estate