

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT FORM AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LICENSE AGREEMENT AS NECESSARY WITHOUT FURTHER BOARD ACTION.**

**RECITALS**

**WHEREAS**, the Board of County Commissioners has the authority to grant license agreements for the use of County owned property to utility companies for the installation and maintenance of utilities; and

**WHEREAS**, from time to time Florida Power & Light Company, BellSouth Telecommunications, Inc. and Jacksonville Electric Authority are in need of the License Agreement and time is usually of the essence; and

**WHEREAS**, passage of this Resolution will authorize the County Administrator to execute the License Agreement as necessary therefore allowing the utility companies to expedite the improvements for the protection of the County and the public; and

**WHEREAS**, St. Johns County Real Estate Department and the office of the County Attorney will draft and review all requests prior to issuing the License Agreement.

**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 License Agreement Form, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, and authorizes the County Administrator to execute the License Agreement as necessary without further Board action.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 7<sup>th</sup> day of February, 2006.

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

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

**ATTEST:** Cheryl Strickland, Clerk  
By: Patricia R. Grande  
Deputy Clerk

RENDITION DATE 2-8-06

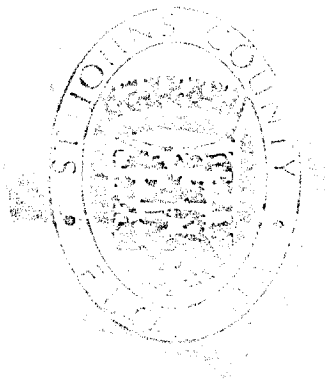


Exhibit "A" to Resolution

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 \_\_\_\_\_, 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 \_\_\_\_\_ 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.

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: \_\_\_\_\_

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

Licensee's Address:  
\_\_\_\_\_  
\_\_\_\_\_  
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