

RESOLUTION NO. 2006- 432

**A RESOLUTION BY 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 GAINES ROAD FOR RESIDENT SECURITY AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LICENSE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, Colonel Mack Franklin Mathis of the St. Johns County Sheriff's Office has requested continued use of a portion of County owned property located on Gaines Road for his residence. The property was conveyed to the County by the School Board in November 2005. Colonel Mathis has resided on the property for several years as School Board security; and

**WHEREAS**, County Staff has determined the licensed area is not presently necessary for exclusive County or public purposes. Colonel Mathis will provide security during the construction of the new Fire Administration Building in exchange for the 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**, Colonel Mathis, as Licensee may request renewal of the License Agreement upon review by the County for future security for the site once construction is complete and the Licensee shall have the right to assign this license with the written consent of the County, provided any assignment shall fully bind Assignee as successor Licensee; 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:**

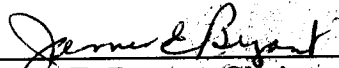
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms and conditions of the License Agreement and authorizes the County Administrator to execute said Agreement.

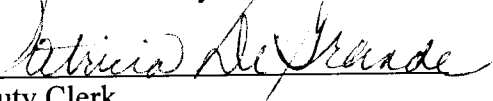
Section 3. The Clerk of Courts of St. Johns County is instructed to record the original License Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 14<sup>th</sup> day of November, 2006.

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

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

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 11-16-06

**Exhibit "A" to Resolution**

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT**, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004 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 Mack Franklin Mathis, whose address is 3640 Gaines Road, St. Augustine, Florida 32084, hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee has requested this License authorizing use of 3640 Gaines Road, St. Augustine, Florida 32084 for on-site residential security; and

**WHEREAS**, the property is more fully described as a portion of the property in attached Exhibit "A" and shown on map in Exhibit "B", attached hereto, 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 part of 3637 Gaines Road 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 one (1) year increments upon notice in writing by the Licensee at least sixty (60) days prior to the end of the original two (2) year period or subsequent one (1) year periods and subject to review by St. Johns County. The Licensee paying therefore a nominal fee of one (1) dollar per year, plus any applicable State Sales Tax, payable annually.
2. Although the Licensee may enter and use the subject Premises for on-site residential security, 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 make no improvements to, or maintain the property, or rely on the use of this 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, 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' mobile home and accessory real and personal property 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 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 said mobile home and accessory real and personal property within said ninety (90) day period, and

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. County Administrator

**ATTEST:** Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk

Nanette Bradbury  
Witness Nanette Bradbury  
Damon Douglas  
Witness Damon Douglas

Mack Franklin Mathis  
Owner Mack Franklin Mathis  
Mack Franklin Mathis  
Owner

**EXHIBIT A to License Agreement**

**LEGAL DESCRIPTION**

A PORTION OF GOVERNMENT LOT 5, SECTION 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 362, PAGE 240 OF SAID ST. JOHNS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 34 WITH THE NORTHERLY LINE OF THE JOSEPH DELESPINE GRANT (SECTION 81); THENCE ALONG THE EASTERLY LINE OF SAID SECTION 34, NORTH 01 DEGREES 36 MINUTES 36 SECONDS WEST, 906.04 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 50, PAGE 122 OF SAID PUBLIC RECORDS. SAID INTERSECTION ALSO BEING A POINT ON THE WESTERLY LINE OF PROPOSED VARIABLE WIDTH RIGHT-OF-WAY SHOWN AS PARCEL B ON A MAP PREPARED BY L.D. BRADLEY SURVEYORS, WORK ORDER NUMBER 04-288 AND THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING THUS DESCRIBED, DEPARTING SAID SECTION LINE AND ALONG THE WESTERLY LINE OF SAID PARCEL B, NORTH 09 DEGREES 56 MINUTES 32 SECONDS WEST, 79.13 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID WESTERLY LINE, BEING THE ARC OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 3650.00 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 19 MINUTES 56 SECONDS, AN ARC DISTANCE OF 530.81 FEET TO A POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 46 MINUTES 34 SECONDS WEST 530.34 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, PARALLEL WITH AND 50 FEET WESTERLY OF THE AFOREMENTIONED EASTERLY LINE OF SECTION 34, NORTH 01 DEGREES 36 MINUTES 36 SECONDS WEST, 346.69 FEET TO A POINT ON A LINE AS SHOWN ON A SURVEY BY THE ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT, PROJECT NUMBER 95-084; THENCE THE FOLLOWING 9 COURSES, SAID COURSES FOLLOWING THE EASTERLY LINE OF LAST MENTIONED SURVEY: NORTH 89 DEGREES 46 MINUTES 44 SECONDS WEST, 185.21 FEET; THENCE SOUTH 79 DEGREES 05 MINUTES 02 SECONDS WEST, 172.60 FEET; THENCE SOUTH 01 DEGREES 59 MINUTES 24 SECONDS WEST, 159.10 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 20 SECONDS EAST, 133.64 FEET; THENCE SOUTH 7 DEGREES 47 MINUTES 20 SECONDS EAST, 174.90 FEET; THENCE SOUTH 03 DEGREES 29 MINUTES 54 SECONDS EAST, 147.08 FEET; THENCE SOUTH 18 DEGREES 40 MINUTES 38 SECONDS EAST, 146.80 FEET; THENCE SOUTH 09 DEGREES 33 MINUTES 19 SECONDS EAST 188.32 FEET; THENCE SOUTH 05 DEGREES 42 MINUTES 57 SECONDS EAST, 16.29 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL BOOK 50, PAGE 122, SAID POINT ALSO LYING ON THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 782,

PAGE 802 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE ALONG SAID NORTHERLY LINE, AND THE EASTERLY PROLONGATION THEREOF, NORTH 84 DEGREES 15 MINUTES 39 SECONDS EAST, 292.11 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A NON-EXCLUSIVE PERPETUAL ACCESS EASEMENT AS RECORDED IN OFFICIAL RECORDS 2148, PAGE 119 OF SAID PUBLIC RECORDS.

CONTAINING 7.19 ACRES, MORE OR LESS.

**LESS AND EXCEPT THE BELOW DESCRIBED PARCELS**

PARCEL 1

A PORTION OF GOVERNMENT LOT 5 AND GOVERNMENT LOT 12, SECTION 34, GOVERNMENT LOT 12 AND GOVERNMENT LOT 13, SECTION 35, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 362, PAGE 240 AND OFFICIAL RECORDS BOOK 1037, PAGE 1616 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 34 WITH THE NORTHERLY LINE OF THE JOSEPH DELESPINE GRANT (SECTION 81); THENCE ALONG SAID EASTERLY LINE OF SECTION 34, NORTH 01'36'36" WEST, 696.04 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 782, PAGE 802 OF THE AFOREMENTIONED PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY PROLONGATION, SOUTH 84'15'38" WEST, 66.17 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 782, PAGE 802; THENCE ALONG THE EASTERLY LINE OF LAST SAID LANDS, NORTH 01'36'36" WEST, 210.00 FEET TO THE NORTHEASTERLY CORNER OF LAST SAID LANDS; THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 782, PAGE 802, NORTH 84'15'39" EAST, 66.17 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY LINE OF SECTION 34. SAID POINT ALSO BEING ON THE WESTERLY LINE OF VARIABLE WIDTH RIGHT-OF-WAY, SHOWN AS PARCEL B ON A MAP BY L.D. BRADLEY LAND SURVEYORS, WORK ORDER NUMBER D-04-288; THENCE ALONG SAID WESTERLY LINE, SOUTH 09'56'32" EAST, 164.22 FEET TO A POINT OF CURVATURE; THENCE CONTINUE SOUTHEASTERLY ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 967.00 FEET, THROUGH A CENTRAL ANGLE OF 2'42'36", AN ARC DISTANCE OF 45.74 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 782, PAGE 802, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08'35'14" EAST 45.73 FEET; THENCE ALONG SAID EASTERLY PROLONGATION AND NON-TANGENT TO LAST SAID CURVE, SOUTH 84'15'38" WEST, 29.43 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 1074, PAGE 558 OF SAID PUBLIC RECORDS. CONTAINING 0.39 ACRES, MORE OR LESS.



PARCEL 2

A PORTION OF GOVERNMENT LOT 12, SECTION 34, GOVERNMENT LOT 13, SECTION 35, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 362, PAGE 240 AND OFFICIAL RECORDS BOOK 1037, PAGE 1616 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 34 WITH THE NORTHERLY LINE OF THE JOSEPH DELESPINE GRANT (SECTION 81); THENCE ALONG SAID EASTERLY LINE OF SECTION 34, NORTH 01'36'36" WEST, 486.33 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1332, PAGE 1833 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY PROLONGATION, SOUTH 84'09'27" WEST, 66.18 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1332, PAGE 1833; THENCE ALONG THE EASTERLY LINE OF LAST SAID LANDS, NORTH 01'36'36" WEST, 209.82 FEET TO THE NORTHEASTERLY CORNER OF LAST SAID LANDS; THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1332, PAGE 1833, NORTH 84'15'38" EAST, 95.60 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF A VARIABLE WIDTH RIGHT-OF-WAY SHOWN AS PARCEL B ON A MAP BY L.D. BRADLEY LAND SURVEYORS, WORK ORDER NUMBER D-04-288; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE, NON-TANGENT TO LAST SAID LINE, CONCAVE WESTERLY AND HAVING A RADIUS OF 967.00 FEET, THROUGH A CENTRAL ANGLE OF 5'37'20" AN ARC DISTANCE OF 94.89 FEET TO A POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04'25'16" EAST, 94.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, SOUTH 01'36'36" EAST, 114.57 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1332, PAGE 1833; THENCE ALONG LAST SAID EASTERLY PROLONGATION, SOUTH 84'09'27" WEST, 34.09 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 1074, PAGE 558 OF SAID PUBLIC RECORDS.

CONTAINING 0.48 ACRES, MORE OR LESS

PARCEL 3

A PORTION OF GOVERNMENT LOT 12, SECTION 34, GOVERNMENT LOT 13, SECTION 35, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 362, PAGE 240 AND OFFICIAL RECORDS BOOK 1037, PAGE 1616 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 34 WITH THE NORTHERLY LINE OF THE JOSEPH DELESPINE GRANT (SECTION 81); THENCE ALONG SAID EASTERLY LINE OF SECTION 34, NORTH 01°36'36" WEST, 325.00 FEET TO ITS INTERSECTION WITH A SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 362, PAGE 240 OF SAID PUBLIC RECORDS, SAME BEING THE SOUTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1037, PAGE 1616 AND THE POINT OF BEGINNING; THENCE ALONG LAST MENTIONED SOUTHERLY LINE, SOUTH 87°38'24" WEST, 66.01 FEET TO ITS INTERSECTION WITH AN EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1540, PAGE 454 OF SAID PUBLIC RECORDS; THENCE ALONG LAST SAID EASTERLY LINE, NORTH 01°36'36" WEST, 157.32 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS; THENCE ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1540, PAGE 454, NORTH 84°09'27" EAST, 100.27 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF A VARIABLE WIDTH RIGHT-OF-WAY SHOWN AS PARCEL B ON A MAP BY L.D. BRADLEY LAND SURVEYORS, WORK ORDER NUMBER D-04-288; THENCE ALONG SAID WESTERLY LINE, SOUTH 01°36'36" EAST, 163.41 FEET TO A POINT ON THE SOUTHERLY LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1037, PAGE 1616; THENCE ALONG LAST SAID SOUTHERLY LINE, SOUTH 87°38'24" WEST, 34.00 FEET TO THE POINT OF BEGINNING.

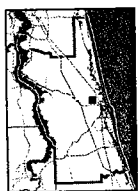
SUBJECT TO A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 825, PAGE 667, ALSO SUBJECT TO A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 825, PAGE 681 OF SAID PUBLIC RECORDS, ALSO SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 1074, PAGE 558 OF SAID PUBLIC RECORDS.

CONTAINING 0.37 ACRES, MORE OR LESS.



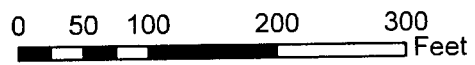
**Mobile Home Site**

Gaines Rd



St. Johns County  
Real Estate Division  
(904) 209-0794  
October 12, 2006

### Exhibit "B" to License Agreement



DISCLAIMER.  
This map is for reference use  
only. Data provided are derived  
from multiple sources with  
varying levels of accuracy.

