

September 29, 2009

The license agreement attached to resolution 2007-53 will never be executed according to Land Management Department.

RESOLUTION NO. 2007-53

**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 DIXIE HIGHWAY FOR OVERFLOW PARKING AND AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, Stephen P. Binninger and Henry F. Green III officers of SH & D Investment, Inc., a Florida corporation, ("Licensee") have requested use of a portion of County owned property located on Old Dixie Highway for an overflow parking area next to their existing business; and

**WHEREAS**, County staff has determined the licensed area is not presently necessary for exclusive County or public purposes. The two lots are adjacent to the County utility site. The Licensee originally inquired if they could purchase the lots. The Utility Department had no objection to selling the lots, however, the lots must be retained for affordable housing pursuant Florida Statute 125.379; and

**WHEREAS**, the License Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, will allow the Licensee use of the two lots for an overflow parking area for a charge of \$1,000 per year. The Licensee has requested to pay for the entire ten year term in the amount of \$10,000 on the effective date of the License. In the event that the License is terminated the County agrees to prorate and refund the remainder of the unused time; 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.

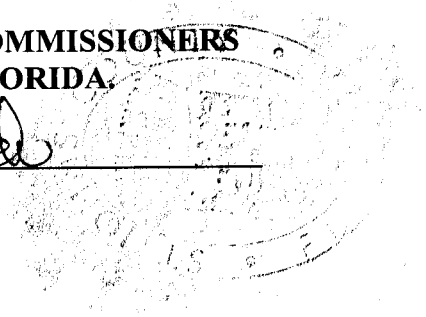
Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms of the License Agreement and authorizes the Interim County Administrator to execute said Agreement.

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 20 day of February, 2007.

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

By: Ben Rich  
**Ben Rich, Chairman**



**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

REVISION DATE 2/22/07

## **Exhibit "A" to Resolution**

### **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT**, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2007, 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 SH & D Investment, Inc., a Florida corporation, whose address is P.O. Box 1568, St. Augustine FL 32085, hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee has requested this License authorizing use of a portion of County-owned property located at 10350 Old Dixie Highway for overflow parking for the Licensee' adjoining warehouse parcel; and

**WHEREAS**, the County property is adjacent to the business 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

**WHEREAS**, the St. Johns County Zoning Department has confirmed that the requested use of the subject property for overflow parking would require a Special Use Permit. The Licensee must present and receive approval of a Special Use Permit in accordance with Section 2.03.01 of the Land Development Code for the parking area; 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 one (1) year, commencing on the date first above written. Said time shall be extended in one (1) year increments, automatically for a total of up to ten (10) 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 one (1) year period. The Licensee paying therefore a fee of one thousand dollars (\$1,000.00) per year, payable in one sum of ten thousand dollars (\$10,000.00). Should either party choose to terminate the license prior to the extended term of ten (10) years, the County agrees to prorate and reimburse the Licensee's payment of ten thousand dollars (\$10,000.00) for the remainder of Licensee's unused time, as of the effective date of the termination.
2. Although the Licensee may enter and use a portion of the subject Premises for overflow parking, 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 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. However, County agrees to allow Licensee to proceed with necessary permitted land clearing, lot stabilization, and fencing of the property for its intended use, which improvements shall remain after expiration of the license.
5. The Licensee shall make no improvements to the subject Premises, other than as noted in subsection 4 above, 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' parking area 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. The County agrees to prorate and reimburse the Licensee's payment of ten thousand dollars (\$10,000.00) for the remainder of Licensee's unused time, as of the effective date of the termination.
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 parking area no later than the last day of the sixty (60) day period, and the County agrees to prorate and reimburse the Licensee's payment of ten thousand dollars (\$10,000.00) for the remainder of Licensee's unused time, as of the effective date of the cancellation.
13. Licensee reserves the right to terminate this license by giving the County a sixty (60) day notice in writing. Upon such notice, the County agrees to prorate and reimburse the Licensee's payment of ten thousand dollars (\$10,000.00) for the remainder of Licensee's unused time, as of the effective date of the termination.
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: \_\_\_\_\_  
Wally J. Kropceck, Interim County  
Administrator

**ATTEST:** Cheryl Strickland, Clerk

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

**SH & D Investments, Inc.**  
A Florida corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit "A" to License Agreement**

Lots 17 & 19 of Block 49 Hilden Subdivision as recorded in Map Book 3 Page 59 of the public records of St. Johns County, Florida.