

RESOLUTION NO. 2008- 159

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT FOR AN OCEAN FRONT RESIDENT TO USE A PORTION OF THE UNOPENED COUNTY RIGHT OF WAY OF ANAHMA DRIVE ON VILANO BEACH FOR A PRIVATE BEACH WALKOVER AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, Ahmed R. Bata and Mandana Davani, his wife (hereinafter "Residents") have requested a License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for use of a portion of unopened County right-of-way known as Anahma Drive on Vilano Beach; and

WHEREAS, this license will allow the Residents to construct a four foot private walkover for beach access from their oceanfront property over the unopened County right-of-way; and

WHEREAS, the Residents own the property to the west of the unopened right-of-way and there are no plans to ever open the right-of-way due to its proximity to the ocean. The Residents will provide insurance to protect the County from liability for the walkover that crosses the County right-of-way.

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 said agreement on behalf County.

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

PASSED AND ADOPTED this 10 day of June, 2008.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Thomas G. Manuel  
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

Pam Halter  
Deputy Clerk

RENDITION DATE 6/17/08

### LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2008, 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 Ahmed R. Bata and Mandana Davani, his wife, whose address is 2C Zamora Street, St. Augustine, Florida 32084-2960, hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee owns adjacent property to an unopened County right-of-way and has requested this License authorizing use of the unopened right-of-way to construct a four (4) foot walkover; and

**WHEREAS**, the unopened County right-of-way and public access is known as that part of Anahma Drive lying between the north and south lines of Lot 3, Block 10, extending easterly to Block 7, Vilano Beach, Unit A, as recorded in Map Book 4, page 48, of the public records of St. Johns County Florida, 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 ten (10) years, commencing on the date first above written. Said time shall be extended in one (1) year increments, automatically for a total of up to twenty five (25) 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 nominal fee of One Dollar (\$1.00).
2. Although the Licensee may enter and use a portion of the subject Premises, 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 and the use allowed in this License 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 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 Premises, 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' use of the Premises 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 Premises and/or disaster relief use of space. Upon such revocation, Licensee shall discontinue use and remove said mobile home 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 Premises.

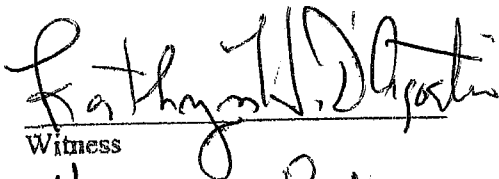
IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

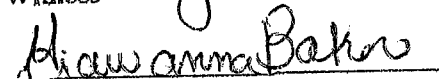
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Michael D. Wanchick, County Administrator

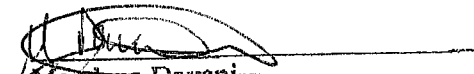
ATTEST: Cheryl Strickland, Clerk

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Ahmed R. Bata

  
\_\_\_\_\_  
Mandana Davani