

RESOLUTION NO. 2008-318

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT EXTENSION TO RUNK PROPERTIES, INC. FOR COUNTY RIGHT OF WAY ON MIZELL ROAD.**

**WHEREAS**, Runk Properties, Inc. has requested a License Agreement Extension for a period of five years for a fee of \$100.00 annually, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, per Resolution No. 2003-153, a License Agreement was issued to Runk Properties, Inc. attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, this License Agreement Extension may be terminated by Licensor or Licensee by giving a 60 day notice of termination.

**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 Extension and authorizes the County Administrator to execute the License Agreement Extension.

**Section 3.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk is instructed to record the original License Agreement Extension in the Official Records Book of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18th day of November, 2008.

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

By: Cyndi Stevenson  
Cyndi Stevenson, Chair

**ATTEST:** Cheryl Strickland, Clerk  
By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 11/18/08



**LICENSE AGREEMENT  
EXTENSION**

**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 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as the "County", and **Runk Properties, Inc.**, whose address is 1985 Mizell Road, St. Augustine, Florida 32084, hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee has requested this License authorizing use of West Pope Road a certain unimproved public right of way lying west of Mizell Road; and

**WHEREAS**, the temporary use of the right of way property is more fully described and shown on map on attached Exhibit "A", 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 right of way for the purpose of parking on the "Premises" mentioned above.

1. To use above described Premises for term of an additional five (5) years, commencing on the September 1, 2008 and expiring on August 31, 2013. The Licensee paying therefore a nominal fee of \$500.00 for a 5 year term, which calculates to be \$100.00 annually.
2. Although the Licensee may enter and use the subject Premises for 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 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 the Premises in any way which would make this License irrevocable. The Licensee specifically hereby waives making any argument 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, 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" **Runk Properties, Inc.** 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 remove said sign and support structures within said 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.

**ST. JOHNS COUNTY, FLORIDA**

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

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

**THE FOREGOING** instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by Michael D. Wanchick, County Administrator who is personally known to me or has produced a valid driver license as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

Dorothy M. Polizzi  
Witness  
Print Name: DOROTHY M. POLIZZI

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

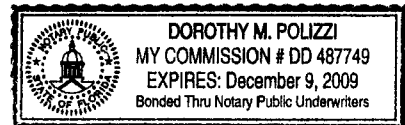
**Runk Properties, Inc.**

Christopher Runk  
Christopher Runk  
Its: President  
VP

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

**THE FOREGOING** instrument was acknowledged before me this 8 day of October, 2008, by Dorothy M. Polizzi who is personally known to me or has produced a valid driver license as identification.

Dorothy M. Polizzi  
Notary Public  
My Commission Expires: 12/9/08



RESOLUTION NO. 2003- 153

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT AUTHORIZING USE OF CERTAIN PUBLIC RIGHTS-OF-WAY ON THE UNIMPROVED PORTION OF WEST POPE ROAD TO EXTEND THEIR PROPERTY FOR PARKING AND STORAGE.**

**RECITALS**

**WHEREAS**, Runk Properties, Inc., as owners of a building located at 1985 Mizell Road, have requested a License Agreement authorizing use of a certain unopened public rights-of-way to extend their parking area; and

**WHEREAS**, the County has determined that the licensed area is not presently necessary for exclusive County or public purposes, and the County has agreed to grant Runk Properties, Inc. temporary use of said public rights-of-way, as set forth in License Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof.

**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 Chairman of the Board to execute said License Agreement.

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

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19th day of August, 2003.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeBlonde  
Deputy Clerk

RENDITION DATE 8-20-03

EXHIBIT "A" TO RESOLUTION

Prepared by: St. Johns County  
4020 Lewis Speedway  
St. Augustine, FL 32084

LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter referred to as the "County", **RUNK PROPERTIES, INC.** whose address is 1985 Mizell Road, St. Augustine, Florida 32084 hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee has requested this License authorizing use of a West Pope Road a certain unimproved public right of way lying west of Mizell Road; and

**WHEREAS**, in consideration of the respective agreement of the parties herein contained, the County, does hereby license, without warranty, to the Licensee, the temporary use of the right of way, more fully shown on attached Exhibit A, by reference incorporated and made a party hereof, hereinafter the "Premises".

1. To use above described Premises for term of five (5) years, commencing on the first day of September, 2003, the Licensee paying therefore a rental of \$10.00 per year, payable annually, commencing September 1, 2003.
2. Although the Licensee may enter and use the subject Premises for 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 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 Licensee" intended use of the Premises for more than thirty (30) continuous days.
3. Licensee agrees to release the County from all liability and hold the County harmless for any and all zoning, building, use or other governmental restrictions which may frustrate the intention of this license.
4. 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.
5. Licensee shall restore the Premises to its original condition upon destruction or termination or expiration of this license, or any renewals, thereof.

6. The Licensee shall make no improvement to the subject Premises, except routine maintenance and sign copy charges as may be required. 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.
7. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.
8. 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.
9. The Licensee, in consideration for the use of the Premises and the rate of payment herein provided for, 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.
10. If the Licensee shall fail to pay to County the license rental or any part thereof herein specified, and the same shall remain unpaid for sixty (60) days, or if 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, at its option, exercise any one or more of the following remedies:
  - a. County may declare immediately due and payable the whole rent remaining unpaid for the entire term covered by this license, and the same shall thereupon become immediately due and payable, anything herein to the contrary notwithstanding.
  - b. County may terminate this license and terminate the Licensee's use of said Premises.
11. The waiver of County of any such breach hereof on the part of the Licensee, or the indulgence by County as to the payment or time of payment of any installment of rent, 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. Upon such revocation the County shall repay to the Licensee all unused prorated portions of that year's license fee previously paid by its Licensee. The reasons for such cancellation may include, but are not limited to, increased public demand for use of the subject parking and/or disaster relief use of space. Upon such revocation, Licensee shall remove said sign and support structures within said sixty (60) day period.
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.

**MADE AND EXECUTED** in duplicate the day and year first above written.

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

\_\_\_\_\_  
Witness  
As to Board of County Commissioners

BY: \_\_\_\_\_  
**Ben W. Adams, Jr.,  
County Administrator**

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2003 by Ben W. Adams, Jr., County Administrator, who is personally known to me.

\_\_\_\_\_  
Notary

**ATTEST: CHERYL STRICKLAND,  
Clerk of Court**

BY: \_\_\_\_\_  
Deputy Clerk

**RUNK PROPERTIES, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**CHRISTOPHER RUNK, President**

\_\_\_\_\_  
Witness

**STATE OF FLORIDA**

**COUNTY ST. JOHNS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2003 by **Christopher Runk, President**, who is personally know to me or who has  
produced a driver's license as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary

## EXHIBIT "A"

The north 35 feet of the 100 foot right-of-way of West Pope Road an unimproved right of way. Beginning at the west right of way line of Mizell Road; thence westerly 1,294 feet to the end of right of way. The West Pope Road right of way being a 100 foot right of way with its southerly boundary the section of Sections 28 and 33 and the easterly boundary the west right of way line of Mizell Road.