

RESOLUTION NO. 2008- 79

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT TO HYDRO ALUMINUM NORTH AMERICA, INC., FOR USE OF A PORTION OF RIVIERA BOULEVARD AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Hydro Aluminum North America, Inc. (hereinafter "Hydro") has requested a License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for use of a portion of County right-of-way known as Riviera Boulevard; and

WHEREAS, this license will allow Hydro to relocate their existing guardhouse and security gate and place it within the right-of-way of Riviera Boulevard that lies south of Roehrs Road and ends at the entrance of the Aluminum Plant; and

WHEREAS, Hydro owns the property on both sides of this portion of Riviera Boulevard and the purpose for the relocation of the guardhouse and security gate is to allow for increased safety and security consistent with prior requests by members of the St. Augustine Shores (Tuscany) community and recognized concerns by Hydro; and

WHEREAS, it is in the best interest of St. Johns County to grant the license agreement to Hydro for the purposes mentioned above.

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 18 day of March, 2008.

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

By: _____

Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

Pam Halteman

Deputy Clerk

RENDITION DATE 3/20/08



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 **Hydro Aluminum North America, Inc.**, whose address is 200 Riviera Boulevard, St. Augustine, Florida 32086, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License authorizing use of the Riviera Boulevard right-of-way lying south of Roehrs Road, for paving and placement of a guardhouse and security gate; and

WHEREAS, the property is more fully described on the attached Exhibit "A" 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 receipt and sufficiency of which are acknowledged, the County does hereby license, without warranty, to the Licensee, the temporary use of the Premises for the purpose mentioned above.

1. To use above described Premises for term of one (1) year, commencing on the date first above written. The Licensee paying therefore a nominal fee of \$1.00, plus any applicable State Sales Tax, payable annually.
2. Although the Licensee may enter and use the subject Premises for guardhouse and security gate, 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 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' guardhouse and security gate 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 guardhouse and security gate 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.

ST. JOHNS COUNTY, FLORIDA

By: _____
Michael D. Wanchick, County Administrator

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

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

**HYDRO ALUMINUM NORTH
AMERICA, INC.**

Witness
Print Name: _____

(signor)
Its: _____

Witness
Print Name: _____

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

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 2008, by _____, as _____ of Hydro Aluminum North America, Inc., on behalf of the corporation. Who is personally known to me or has produced a valid driver license as identification.

Notary Public
My Commission Expires: _____

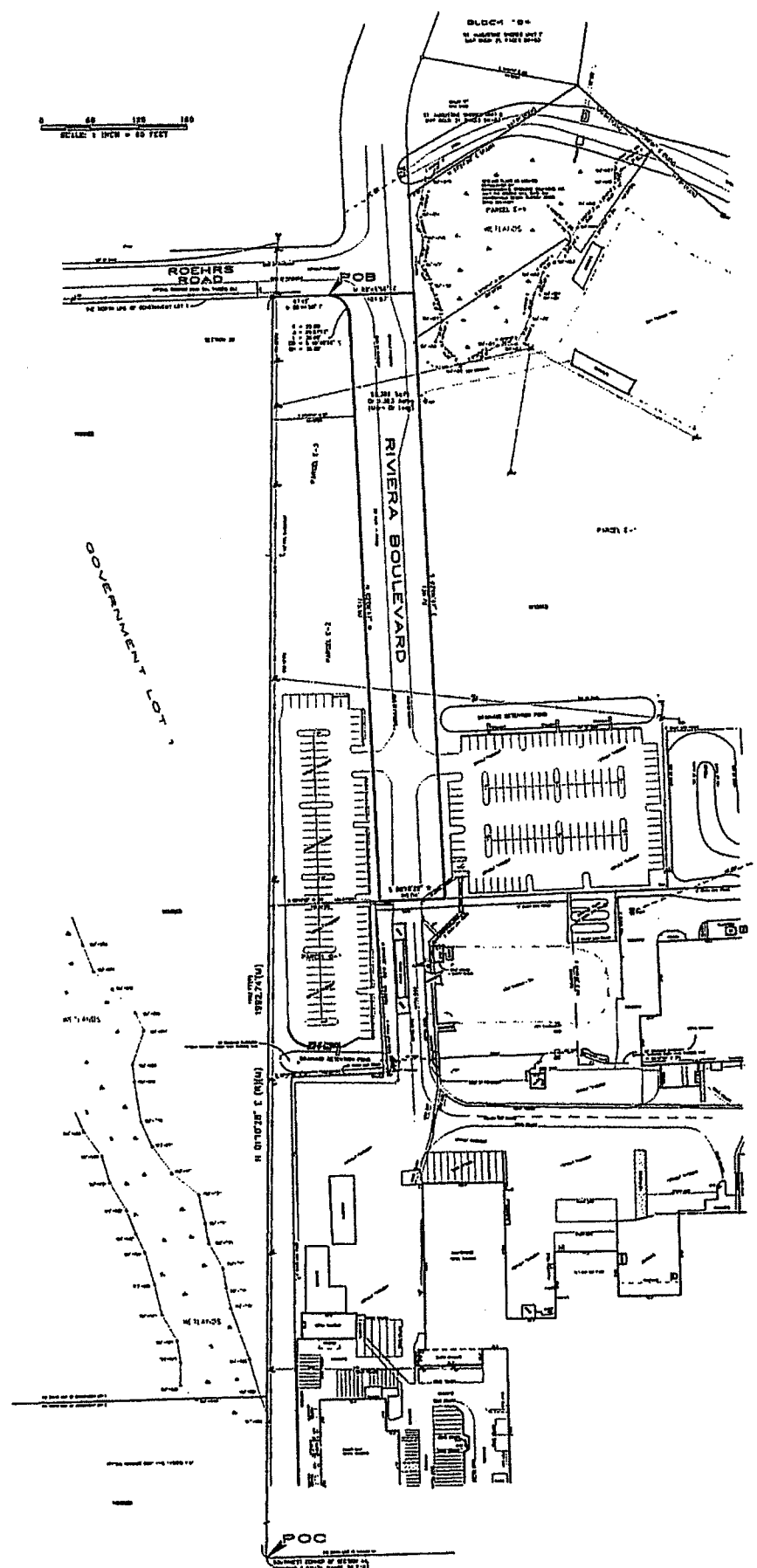
DESCRIPTION (by Surveyor) for Riviera Boulevard

A parcel of land situated in Section 44, Township 8 South, Range 30 East, St. Johns County, Florida and being more particularly bounded and described as follows:

COMMENCE at the Southwest Corner of said Section 44; thence North $01^{\circ}10'28''$ East, along the west line of said Section 44, a distance of 1992.74 feet to the South Right of Way Line of Roehrs Road; thence North $88^{\circ}45'56''$ East, along said South Right of Way Line, a distance of 66.46 feet to the POINT OF BEGINNING for the herein described Parcel; thence continue easterly along said line, a distance of 104.67 feet to the East Right of Way Line of Riviera Boulevard; thence South $02^{\circ}06'47''$ East, along said East Right of Way Line, a distance of 739.70 feet to the south end of said Riviera Boulevard; thence South $88^{\circ}10'28''$ West, along said south end, a distance of 80.04 feet; thence North $02^{\circ}06'47''$ West, along the West Right of Way Line of Riviera Boulevard, a distance of 715.90 feet to a point of curvature to the left having a radius of 25.00 feet, a central angle of $89^{\circ}07'17''$, and a chord bearing and chord distance of North $46^{\circ}40'26''$ West, 35.08 feet; thence northwesterly along the arc a distance of 38.89 feet to the POINT OF BEGINNING.

The aforescribed Parcel contains 59,367.45 square feet or 1.36 acres, more or less

SCALE: 1" = 80 FEET



- LEGEND
- ROAD OF 60'
- DRIVEWAY
- WALKWAY
- ASPHALT
- CONCRET
- GRASSY AREA
- SANDY AREA
- SHADY AREA
- OPEN SPACE
- LANDSCAPED AREA
- TREE
- FENCE
- PAVER
- SIGN
- LIGHT
- UTILITY
- POLE
- WIRE
- WALKWAY
- DRIVEWAY
- ASPHALT
- CONCRET
- GRASSY AREA
- SANDY AREA
- SHADY AREA
- OPEN SPACE
- LANDSCAPED AREA
- TREE
- FENCE
- PAVER
- SIGN
- LIGHT
- UTILITY
- POLE
- WIRE
- WALKWAY
- DRIVEWAY
- ASPHALT
- CONCRET
- GRASSY AREA
- SANDY AREA
- SHADY AREA
- OPEN SPACE
- LANDSCAPED AREA
- TREE
- FENCE
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- SANDY AREA
- SHADY AREA
- OPEN SPACE
- LANDSCAPED AREA
- TREE
- FENCE
- PAVER
- SIGN
- LIGHT
- UTILITY
- POLE
- WIRE

DESCRIPTION (by Survey)
A parcel of land situated in Section 14, Township 36 North, Range 35 East, St. Johns County, Florida and being more particularly bounded and described as follows:
COMMENCED at the Southwest Corner of said Section 14, Township 36 North, Range 35 East, along the West line of said Section 14, a distance of 1197.70 feet to the South Right of Way line of Havana Road, thence South 89°19'24" East, along said South Right of Way line, a distance of 58.48 feet to the POINT OF BEGINNING for the herein described Parcel, thence continuing easterly along said line, a distance of 129.87 feet to the East Right of Way line of Rivera Boulevard, thence South 89°19'17" East, along said East Right of Way line, a distance of 722.70 feet to the north end of said Rivera Boulevard, thence South 89°17'28" West, along said north end, a distance of 33.54 feet, thence South 89°18'17" West, along the West Right of Way line of Rivera Boulevard, a distance of 715.90 feet to a point of beginning to the East, having a bearing of 23.00 feet, a course angle of 89°17'17", and a sharp bearing and chord distance of North 89°40'37" West, 13.08 feet, thence westerly along the arc a distance of 39.85 feet to the POINT OF BEGINNING.
The aforementioned Parcel contains 53,387.75 square feet or 1.26 acres, more or less.

NOTES
THE LINES OF LAND IN THIS SURVEY ARE SHOWN PERMANENTLY BY IRON PIPES, IRON RODS OR IRON BARS, THE LOCATION OF WHICH IS SHOWN BY DOTTED LINES. THESE POINTS HAVE BEEN SET BY THE SURVEYOR AND ARE SHOWN BY THE DOTTED LINES.
ALL DISTANCES ARE GIVEN IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENTS.
CONSIDERATION OF OTHER RECORDS AND DATA THESE REPRESENTATIONS WERE MADE IS NOT THE RESPONSIBILITY OF THE SURVEYOR.
THE SURVEYOR HAS NOT BEEN ADVISED BY ANY OTHER PARTY THAT THE LAND DESCRIBED HEREIN IS SUBJECT TO ANY OTHER CLAIMS OR INTERESTS.
ALL DISTANCES ARE GIVEN IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENTS.
CONSIDERATION OF OTHER RECORDS AND DATA THESE REPRESENTATIONS WERE MADE IS NOT THE RESPONSIBILITY OF THE SURVEYOR.
THE SURVEYOR HAS NOT BEEN ADVISED BY ANY OTHER PARTY THAT THE LAND DESCRIBED HEREIN IS SUBJECT TO ANY OTHER CLAIMS OR INTERESTS.

ANCIENT CITY SURVEYING
1118 U.S. HIGHWAY No. 1 NORTH, SUITE 141
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904-797-9397 FAX: 904-797-9877

SKETCH OF LEGAL
RIVERA BOULEVARD
AT HYDRO ALUMINUM
ST AUGUSTINE FLORIDA

DATE OF SURVEY: 04/19/2008
FIELD WORK: 04/19/2008
BY: J. B. STONER
JOB NO.: 08-001