

RESOLUTION NO. 2009- 364

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A HOLD HARMLESS AGREEMENT BETWEEN ST. JOHNS COUNTY AND SONOC COMPANY, LLC AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, SONOC Company, LLC, a Florida limited liability company (“SONOC”) has requested permission to install and maintain certain temporary marketing signage pursuant the terms of their Unified Sign Plan set forth in the Nocatee PUD. The County has agreed to allow SONOC to install and maintain the improvements within the County rights-of-way along Nocatee Parkway, Valley Ridge Boulevard, Crosswater Parkway and Preservation Trail; and

**WHEREAS**, upon completion of the construction of the rights-of-way improvements, SONOC shall have the responsibility for their maintenance, repair and replacement until their removal by SONOC; and

**WHEREAS**, SONOC has executed a Hold Harmless Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, to indemnify and hold the County harmless from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the improvement; and

**WHEREAS**, to the extent that there are typographical, scrivener or administrative 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.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

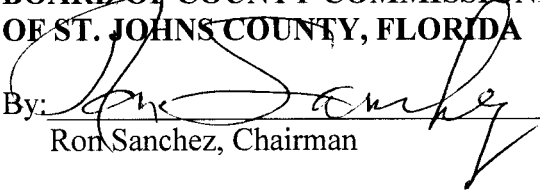
Section 1. The above recitals are incorporated by reference into the body of this Resolution as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms of the Hold Harmless Agreement and authorizes the County Administrator, or designee, to execute said Agreement.

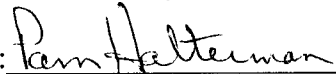
Section 3. The Clerk of Court is instructed to record the original Hold Harmless Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 15<sup>th</sup> day of December, 2009.

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

By:   
Ron Sanchez, Chairman

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 12/16/09



**Exhibit "A" to Resolution**

**HOLD HARMLESS AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 ("County"); and

SONOC Company, LLC, whose address is 4310 Pablo Oaks Court Jacksonville, Florida 32224

**Recitals**

WHEREAS, SONOC Company, LLC ("SONOC") will install certain signage which is required to be located within lands which have been dedicated to the County as rights-of-way within and along Nocatee Parkway, Valley Ridge Boulevard, Crosswater Parkway and Preservation Trail located in St. Johns County, Florida, ("County's Right-of-Way"); and

WHEREAS, the improvements which are and may be constructed within the County's Right-of-Way include the temporary marketing signage described in the Nocatee Unified Sign Plan set forth in Exhibit 9 of the Nocatee PUD, Ordinance 2009-18 (collectively the "Right-of-Way Improvements"); and

WHEREAS, upon completion of the construction of the Right-of-Way Improvements, SONOC shall have the responsibility for their maintenance, repair and replacement until their removal by SONOC; and

WHEREAS, the County has agreed to allow the Right-of-Way Improvements to be installed, constructed or maintained within the County's Right-of-Way only if SONOC agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Right-of-Way Improvements and certain other conditions.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, SONOC and the County agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. SONOC may place, construct and/or maintain or cause to be placed, constructed and/or maintained the Right-of-Way Improvements in the Right-of-Way under the terms and conditions contained herein. The cost of maintenance, repair or replacement of any Right-of-Way Improvements shall be paid by SONOC. Further, SONOC agrees to remove these improvements at the written request of the County and at no expense to the County if for any reason the County needs to do any type of road maintenance or construction that necessitates the removal of these facilities.

Section 3. Indemnification. To the extent permitted by Florida law, SONOC agrees to protect, defend, indemnify and hold the County, its tenants, elected officials, officers, employees and agents, free and unharmed from and against any, and all, third party (including employees of SONOC and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of SONOC staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the use of the County's right-of-way by SONOC, and its contractors, including ingress and egress thereto.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the County's Right-of-Way, whether in existence on the date hereto or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement , or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor SONOC may assign, transfer and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either County or SONOC, assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or SONOC, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Amendments to Agreement. Both the County and SONOC acknowledge that this Agreement constitutes the complete agreement and understating of

both parties. Both the County and SONOC acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and SONOC.

Section 9. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

IN WITNESS WHEREOF, the County and SONOC have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered  
in our presence as Witnesses:

ST. JOHNS COUNTY, a political  
subdivision of the State Florida

(sign) \_\_\_\_\_  
(print) \_\_\_\_\_

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

(sign) \_\_\_\_\_  
(print) \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Michael D. Wanchick, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me.

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

Signed, sealed and delivered  
in our presence as Witnesses:

SONOC Company, LLC

(sign) \_\_\_\_\_  
(print) \_\_\_\_\_

By: \_\_\_\_\_  
Harry D. Francis  
Vice President

(sign) \_\_\_\_\_  
(print) \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Harry D. Francis as Vice President of SONOC Company, LLC, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

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