

RESOLUTION NO. 2009- 50

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT TO DIANA SILVA, A GRADUATE STUDENT OF THE UNIVERSITY OF NORTH FLORIDA, TO USE A PORTION OF COUNTY PROPERTY FOR GRADUATE RESEARCH.

RECITALS

WHEREAS, Diana Silva, a graduate student from the University of North Florida in Jacksonville, has requested a License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to use a portion of County property to conduct graduate research studies; and

WHEREAS, the County property to be used for graduate research studies will have 64 plots based on the presence of the marsh plant, *Borrichia frutescens*, and the impacts of natural predators and changing salinity levels on its residing herbivorous population will be studied; and

WHEREAS, research will only be conducted within the bounds of County property with no disturbance to vegetation.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The Board hereby approves the terms of the License Agreement and authorizes the County Administrator to execute said Agreement.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of March 2009.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Tom Halterman
Deputy Clerk

RENDITION DATE 3/5/09

EXHIBIT "A" OF RESOLUTION

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed 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, hereinafter referred to as the "County", and **Diane Silva**, whose address is 726 8th Street South, Jacksonville, Florida 32250, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License authorizing use of research and experiment involving the marsh plant, *Borrichia frutescens*, and the impacts of natural predators and changing salinity levels have on its residing herbivorous population; and

WHEREAS, the property is more fully described as shown on delineated attached map as 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 this delineated area for the purpose mentioned above.

1. To use above described Premises for term of 1 year 10 months commencing on the date first above written. Said time shall be extended in 60 day increments, automatically for a total of up to two 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 License Agreement period. The Licensee paying therefore a nominal fee of \$ 1.00 per year, plus any applicable State Sales Tax, payable annually.
2. Although the Licensee may enter and use the subject Premises for research and experiments, 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 not have the right to assign this license agreement.
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 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. Licensee acknowledges that the delineated area is very sensitive lands and delicate in nature.
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 Licensee, Diana Silva, 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 thirty (30) 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 experimental equipment within said thirty (30) day period, and

13. Licensee reserves the right to terminate this license by giving the Licensor a thirty (30) day notice in writing without cause.
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.
15. Licensee and Licensor acknowledge that adjacent property is owned by Florida Department of Transportation. These lands are needed for the construction and improvement to the Matanzas Bridges which are located on AIA South. At no time is Licensee to create any type of habitat that would restrict the commencement and completion of this Bridge Improvement Project by the Florida Department of Transportation. Should any type of restriction or violation of environmental regulations be found to be in place by this research project this project shall immediately terminate.

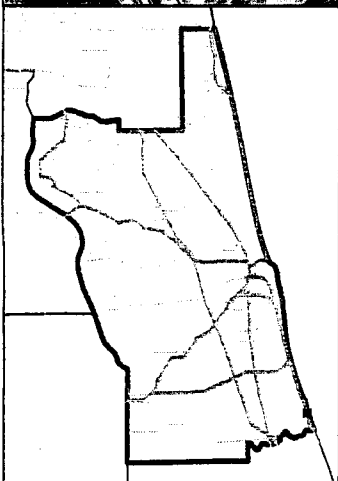
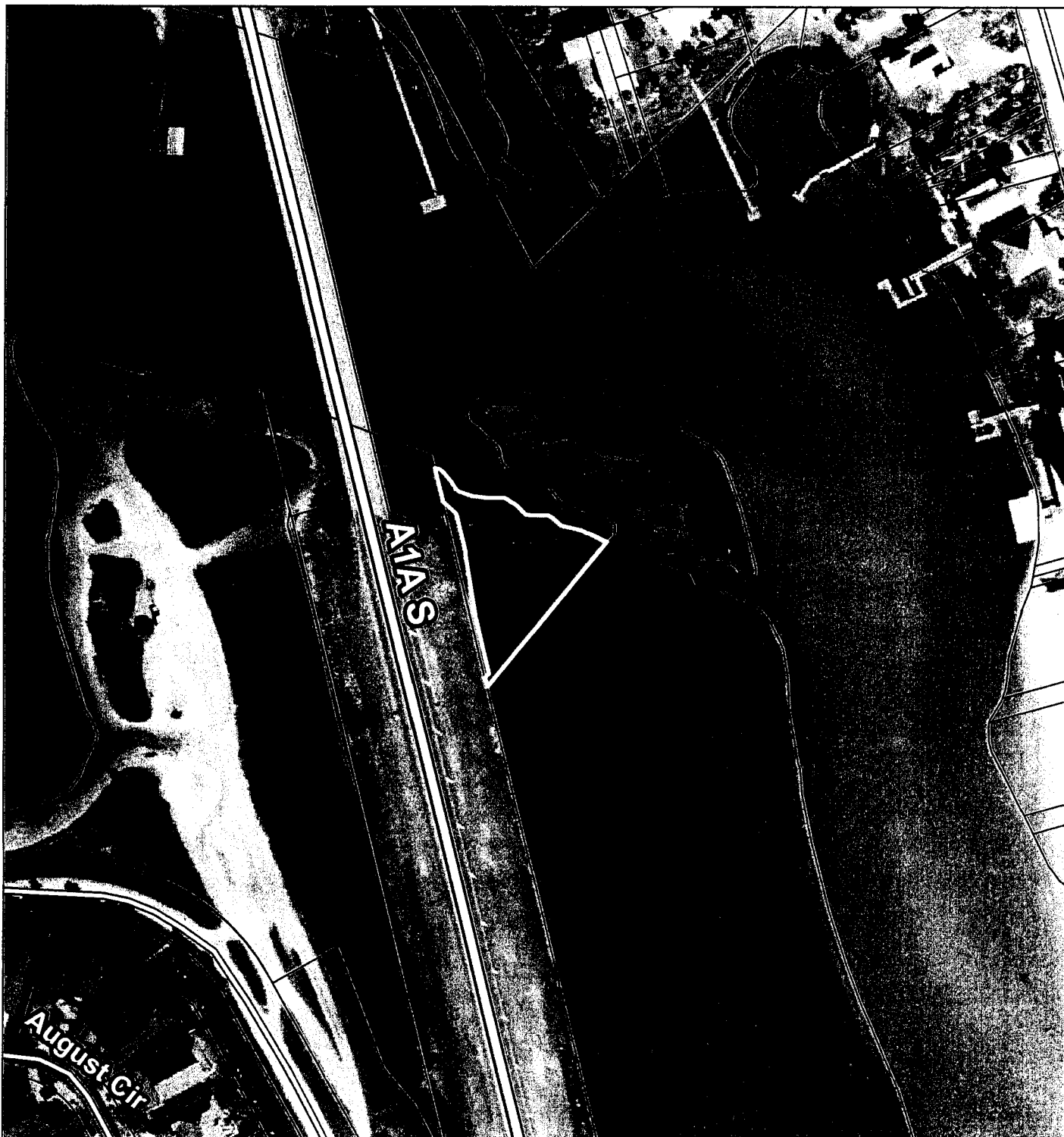
IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

**LICENSOR-COUNTY
ST. JOHNS COUNTY, FLORIDA**

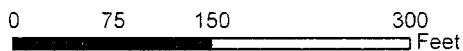
By: _____
Michael D. Wanchick, County Administrator

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk



**Matanzas Inlet
Property**



2008 Aerial Imagery

DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.

St. Johns County
Environmental Division



Map Prepared:
February 2009
(904) 209-0802