

RESOLUTION NO. 2010- 26

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE, TO EXECUTE THE LICENSE AGREEMENT EXTENSION FOR USE OF A PORTION OF COUNTY RIGHT OF WAY ON SIXTEENTH STREET.

WHEREAS, William J. Morse, d.b.a., William J. Morse Family Dentistry, Inc. has requested an extension of their License Agreement with St. Johns County, which has been ongoing since 1997; and

WHEREAS, Licensee has agreed to pay \$935.00 per year for use of the property as set forth in the License Agreement Extension, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the use of this 30' x 129' strip of County right of way is for off street parking for patients of William J. Morse Family Dentistry, Inc; and

WHEREAS, this is a revocable license and should the County determine a need for the property, the County could reclaim the property within (60) sixty days.

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 of St. Johns County hereby approves the terms of the License Agreement Extension and authorizes the County Administrator or designee to execute said Agreement.

Section 3. To the extent that there are scrivener's, typographical and/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.

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

PASSED AND ADOPTED, this 16th day of February, 2010.

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

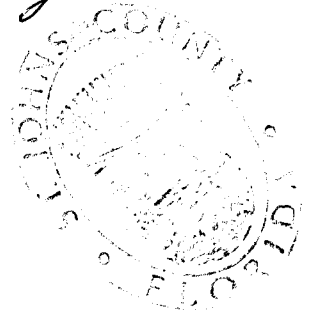
By: Ron Sanchez

Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Haltemes
Deputy Clerk

RENDITION DATE 2/18/10



**LICENSE AGREEMENT
EXTENSION**

THIS LICENSE AGREEMENT, made and executed this ____ day of _____, 2010, 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", **William J. Morse, d.b.a. William J. Morse Family Dentistry, Inc.**, whose address is 2199 AIA South, St. Augustine, Florida 32080, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License authorizing use of a certain right of way on 16th Street, commencing at the edge of the pavement, West of SR 3, and along the south property line of the Licensee; and

WHEREAS, this portion of 16th Street is a 30'x 129' strip that runs between the North side of 16th Street edge of pavement, West of SR 3, and the South property line of the Licensee as delineated in 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 two (2) years, commencing on the January 1, 2010 and expiring on December 31, 2012. The Licensee paying therefore an annual fee of \$935.00 due and payable each year for a term of two (2) years, on the 1st day of January on each of the two (2) consecutive years. This License Agreement shall automatically be renewable by the Licensee giving Licensor a written 60 day notice prior to the expiration date in increments of two year extensions. The Licensor reserves the right to increase the annual License fee.
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" **William J. Morse, d.b.a., William J. Morse Family Dentistry, 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 a sixty (60) day written notice advising of such unsuitability and electing to terminate this License Agreement at the end of the 60 day period.
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 _____, 2010, 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:**

William J. Morse Family Dentistry, Inc.

Witness
Print Name: _____

By: William J. Morse
Its: President

Witness
Print Name: _____

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

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 2010, by _____ who is personally known to me or has produced a valid driver license as identification.

Notary Public
My Commission Expires: _____

EXHIBIT "A"
TO LICENSE AGREEMENT

