

RESOLUTION NO. 2011- 358

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A LICENSE AGREEMENT FOR USE OF COUNTY PROPERTY BY THE SALVATION ARMY LOCATED AT 1424 OLD DIXIE HIGHWAY.

RECITALS

WHEREAS, The Salvation Army, a not-for-profit corporation established in the State of Georgia, has requested a License Agreement on property located at 1424 Old Dixie Highway, St. Augustine, Florida, attached hereto as Exhibit "A" incorporated by reference and made a part hereof; and

WHEREAS, The Salvation Army will utilize this facility for the storage of Christmas toys to ensure orderly distribution to children during the holiday season ; and

WHEREAS, this is a revocable license agreement and will terminate within (90) ninety 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 and authorizes the County Administrator, or designee, to execute said License Agreement.

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 of the Courts of St. Johns County is instructed to record the original License Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 6th day of December, 2011.

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

BY: [Signature]
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 12/8/11



Res 2011-358

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed this ____ day of _____, 2011, 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 **The Salvation Army, a not-for-profit corporation established in the State of Georgia**, whose address is 1424 Northeast Expressway, Atlanta, Georgia 30329, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License Agreement for a term of 90 days which is authorizing use of County property located 1425 Old Dixie Highway, St. Augustine, Florida 32084; and

WHEREAS, the legal description is attached as Exhibit "A", incorporated by reference and made a part hereof, hereinafter the "Premises"; and

1. To use above described Premises for a term of 90 days commencing on _____, 2011 and expiring on _____, 2012.
2. Although the Licensee may enter and use the subject Premises for the storage of Christmas toys 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 "Licensee" **The Salvation Army, a not-for-profit corporation established in the State of Georgia**, 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 to the extent permissible by. The licensee agrees to indemnify and hold Landlord and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the operations or use of the Premises described herein. It is the intention of the Licensee that Licensor and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to any employee or third party while on the Premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property. The Licensee expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement.

The Licensee assumes responsibility for any and all claims for personal injury damages arising out of its use of the Premises. Licensors shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Licensee or by any person whosoever may be using or occupying or visiting the leased facility, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the Licensee or of any occupant, subtenant, visitor or user of any portion of the Premises. The indemnity provisions of this section shall survive the termination of this License. This provision

relating to Indemnity, is separate and apart from, and is in no way limited by, any insurance provided by the Licensee pursuant to this License, or otherwise.

The Licensee shall, at all times during the term of this lease, maintain in full force and effect a policy or policies of general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. Licensors shall be named as additional insured.

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 ninety (90) 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.
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

Legally Sufficient
Date _____

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

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 2011, 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:**

**The Salvation Army, a not-for-profit
Corporation established in the State
Georgia**

Linda Jewell White
Witness

Print Name: Linda Jewell White

Diane Marshall
Witness

Print Name: Diane Marshall

By: Ronald C Mott
Print Name: RONALD C. MOTT
Title: MAJOR (PASTOR)

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

THE FOREGOING instrument was acknowledged before me this 1 day of
Dec., 2011, by Ronald C. Mott who is personally
known to me or has produced a valid driver license as identification.

Linda Jewell White
Notary Public

My Commission Expires: 9-23-12

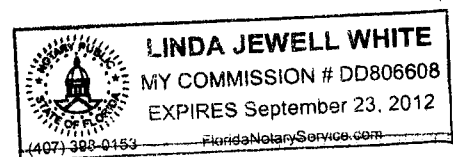
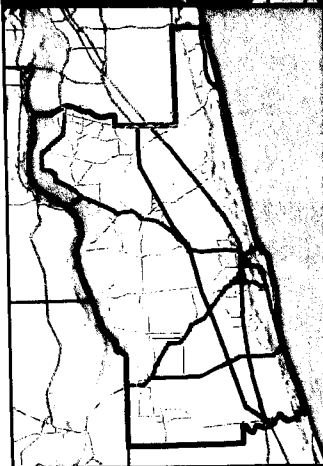
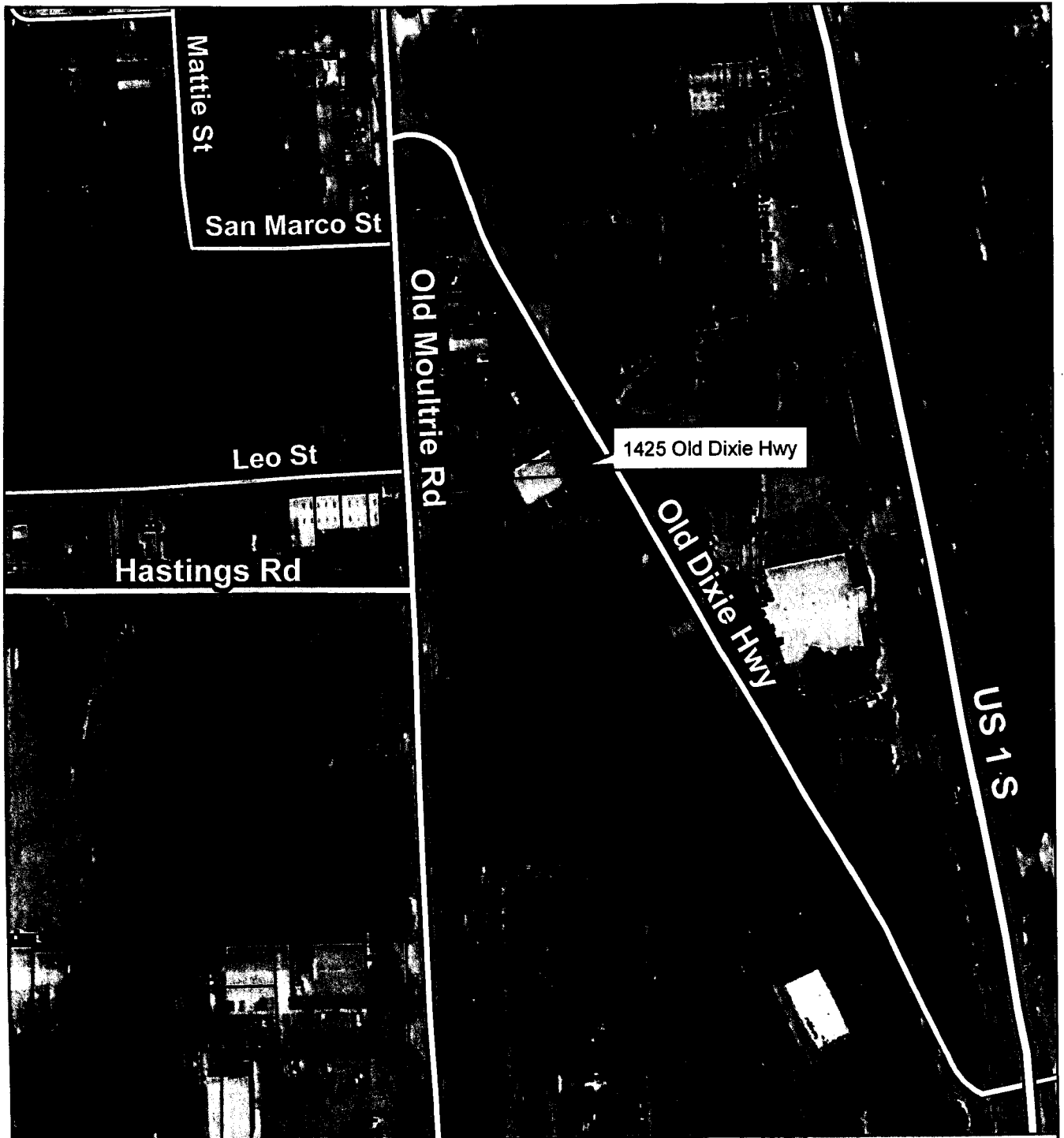


EXHIBIT "A"

A parcel of land in Section 3, Township 8 South, Range 29 East, St. Johns County, Florida, being more fully described as follows:

Beginning at the Northeast corner of Section 3, Township 8 South, Range 29 East, St. Johns County, Florida; thence South 00 degrees 49 minutes 10 seconds West on East line of said Section 3, 661.50 feet; thence South 88 degrees 52 minutes 03 seconds West 660.08 feet; thence North 00 degrees 52 minutes 58 seconds East 388.56 feet; thence South 88 degrees 51 minutes 21 seconds West 660.02 feet to the Easterly right-of-way line of State Road No. 207; thence North 36 degrees 21 minutes 22 seconds East on said Easterly right-of-way line, 344.98 feet; thence North 88 degrees 53 minutes 59 seconds East 1,119.02 feet to the Point of Beginning.

LESS AND EXCEPT that property conveyed to the Department of Transportation by Warranty Deed recorded in Official Records Book 1093, page 149 and Official Records Book 1103, page 147, both of the public records of St. Johns County, Florida.



1425 Old Dixie Highway Former Fire Station #15

0 75 150 300 450 600 Feet



St. Johns County
Land Mgmt Systems
Real Estate Division

Map prepared 11-29-11
904-209-0798



2008 Aerial Imagery

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