

RESOLUTION NO. 2012- 50

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A LICENSE TO USE/HOLD HARMLESS AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County ("County") paved a portion of Oak Street ("Oak") between Thirteenth Street and Fourteenth Street in North Beach Subdivision; and

WHEREAS, Albert and Angela Varga ("Owner") own Lot 1, Block 65, located at the southwest corner of Thirteenth Street and Oak; and

WHEREAS, the pavement was constructed off-center in the Oak right-of-way to avoid removal of certain trees on the west side and owner installed landscaping located within the unpaved portion not realizing the limits of the County's right-of-way; and

WHEREAS, Owner has asked the County to allow their use of that unpaved portion of Oak for the landscaping and the County will agree providing the Owner execute a License to Use/Hold Harmless Agreement to set forth the terms and conditions of such use; and

WHEREAS, Owner has executed and delivered to the County a License to Use/Hold Harmless Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof.

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 License to Use/Hold Harmless Agreement is approved and the County Administrator is authorized to execute the agreement on behalf of the County.

Section 3. The Clerk if instructed to record the original License to Use/Hold Harmless Agreement in the Public Records of St. Johns County, Florida.

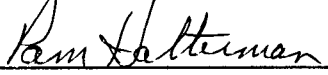
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of February, 2012.

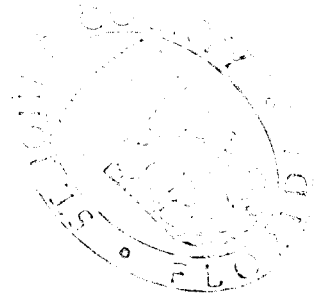
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 2/23/12



LICENSE TO USE/HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2012, 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

Albert Varga, Jr. and Angela Varga, husband and wife, whose address is 301 Thirteenth Street, St. Augustine, Florida 32084 ("Owner")

Recitals

WHEREAS, Owner has installed landscaping within a certain portion County right-of-way known as Oak Street in North Beach Subdivision, as recorded in Map Book 3, page 28, of the public records of St. Johns County, Florida, ("County's Right-of-Way") as shown on attached map; and

WHEREAS, the County has agreed to allow Owner to use the County's right-of-way only if Owner 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 use of the County's right-of-way 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, the County and Owner 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. Owner may use the County right-of-ways for maintenance of the existing landscaping.

Section 3. Indemnification. To the extent permitted by Florida law, the Owner 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 the Owner and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of the Owner's 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 the Owner.

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 the Owner 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 the Owner 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 the Owner, 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 the Owner acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the Owner acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the Owner.

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).

Section 10. Removal of Landscaping The County reserves the right to remove the landscaping if it is determined that the right-of-way is needed for County purposes.

IN WITNESS WHEREOF, the County and the _____ 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 C. Wanchick
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Michael C. 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 or has produced _____ as identification.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered in our presence as Witnesses:

(Owner)

(sign) Betty G. Varga
(print) Betty G. Varga

A. Varga
Albert Varga, Jr.

(sign) [Signature]
(print) Angela Varga

[Signature]
Angela Varga

STATE OF FLORIDA
COUNTY OF ST. JOHNS

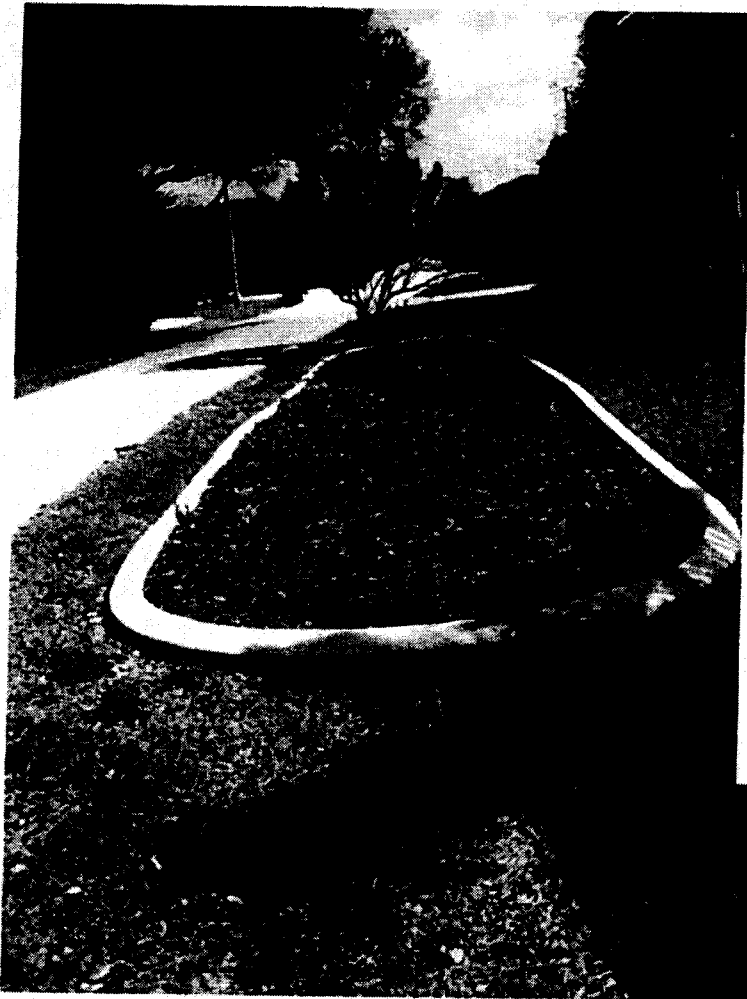
The foregoing instrument was acknowledged before me this 13th day of December, 2011, by Albert Varga, Jr. and Angela Varga, who are personally known to me or have produced FL DL # as identification.

1620-020-43-281-0 1620-013-67-70-0

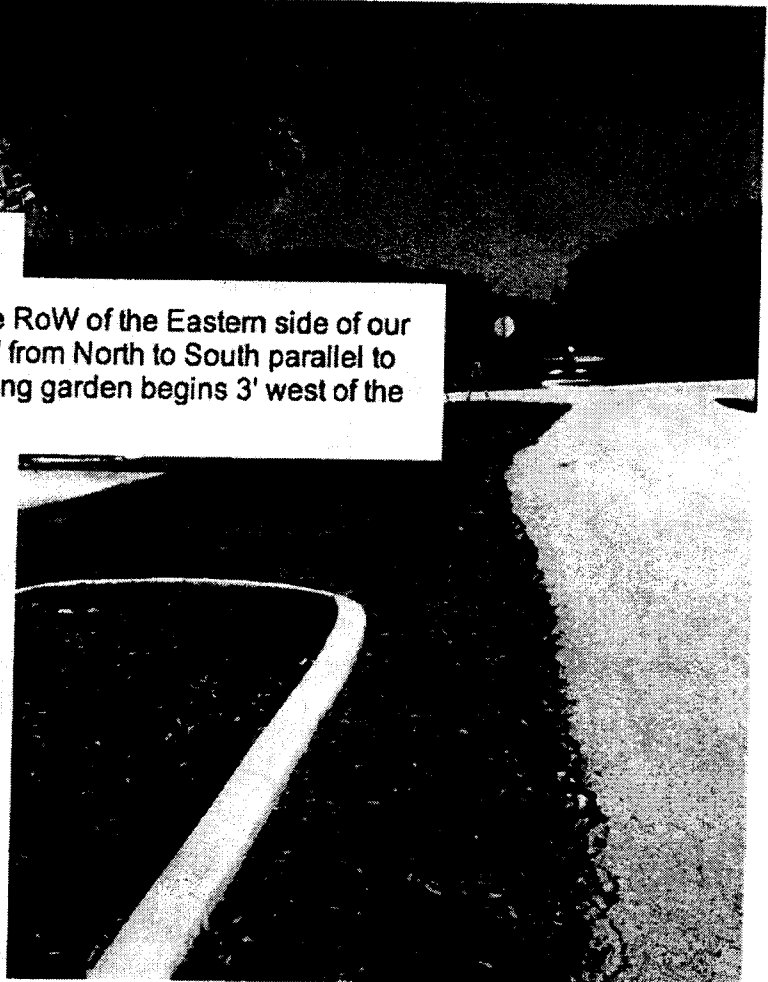
Melissa Lundquist
Notary Public
My Commission Expires: 12/13/12

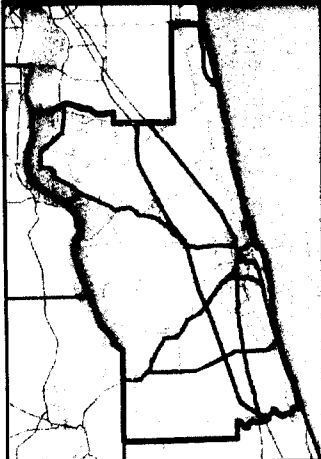


301 13th st 32084
residents
Albert Varga and Angela Varga



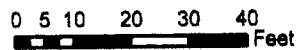
50' into the RoW of the Eastern side of our lot. That is to say, West of Oak St., and 50' from North to South parallel to Oak St. Please note: the edge of our existing garden begins 3' west of the pavement on Oak St.





License Agreement

Oak Street



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
February 2, 2012
(904) 209-0790



2010 Aerial Imagery

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