

RESOLUTION NO. 2013- 19

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

RECITALS

WHEREAS, St. Johns County ("County") recently acquired additional right-of-way along Old Moultrie Road which eliminated a portion of the parking of a commercial parcel located at the southwest intersection of Old Moultrie Road and Lewis Point Road Extension; and

WHEREAS, the owner of the commercial property ("Owner") has requested use of a portion of County right-of-way along the south side of Lewis Point Road Extension, not currently being used for County purposes, for three (3) parking spaces; and

WHEREAS, the County has agreed to allow the use of the right-of-way providing the Owner execute a Licensee 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 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 is 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 5 day of February, 2013.

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

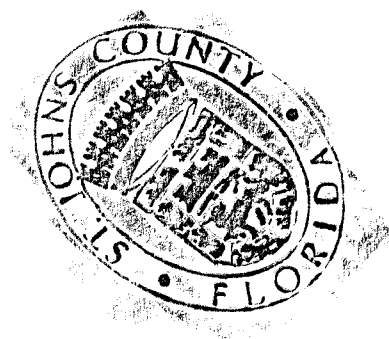
By: _____

[Handwritten Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

[Handwritten Signature]
Deputy Clerk



LICENSE TO USE/HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, 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 Robert W. Frawley and Priscilla Bolton Hull, whose address is 286 Monterey Avenue, St. Augustine, Florida 32084-2551, ("Licensee")

Recitals

WHEREAS, the County recently acquired additional right-of-way along Old Moultrie Road which eliminated a portion of Licensee's parking at their commercial property located at the southwest intersection of Old Moultrie Road and Lewis Point Road Extension; and

WHEREAS, the Licensee has requested use of a portion of the County right-of-way along the south side of Lewis Point Road Extension ("Right-of-Way") being more fully described on attached Exhibit "A," incorporated by reference and made a part hereof, not currently being used for County purposes, for three (3) parking spaces; and

WHEREAS, the County has agreed to allow the Licensee to use the Right-of-Way only if the Licensee 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 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 the Licensee 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. Licensee may use the Right-of-Way for three (3) parking spaces.

Section 3. Indemnification. To the extent permitted by Florida law, the Licensee 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 Licensee and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of the Licensee, staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the use of the Right-of-Way by the Licensee.

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 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. Amendments to Agreement. Both the County and the Licensee acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the Licensee 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 Licensee.

Section 8. 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 9. Right-to-Use The County reserves the right to use the property 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:

(sign) _____
(print) _____

(sign) _____
(print) _____

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

By: _____
Michael D. Wanchick
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, 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 or has produced _____ as identification.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

LICENSEE

(sign) *Charles Riley*
(print) CHARLES RILEY
(sign) *Laurie Ford*
(print) Laurie Ford

Robert W. Frawley
Robert W. Frawley
Priscilla Bolton Hull
Priscilla Bolton Hull

STATE OF FLORIDA
COUNTY OF ST. JOHNS

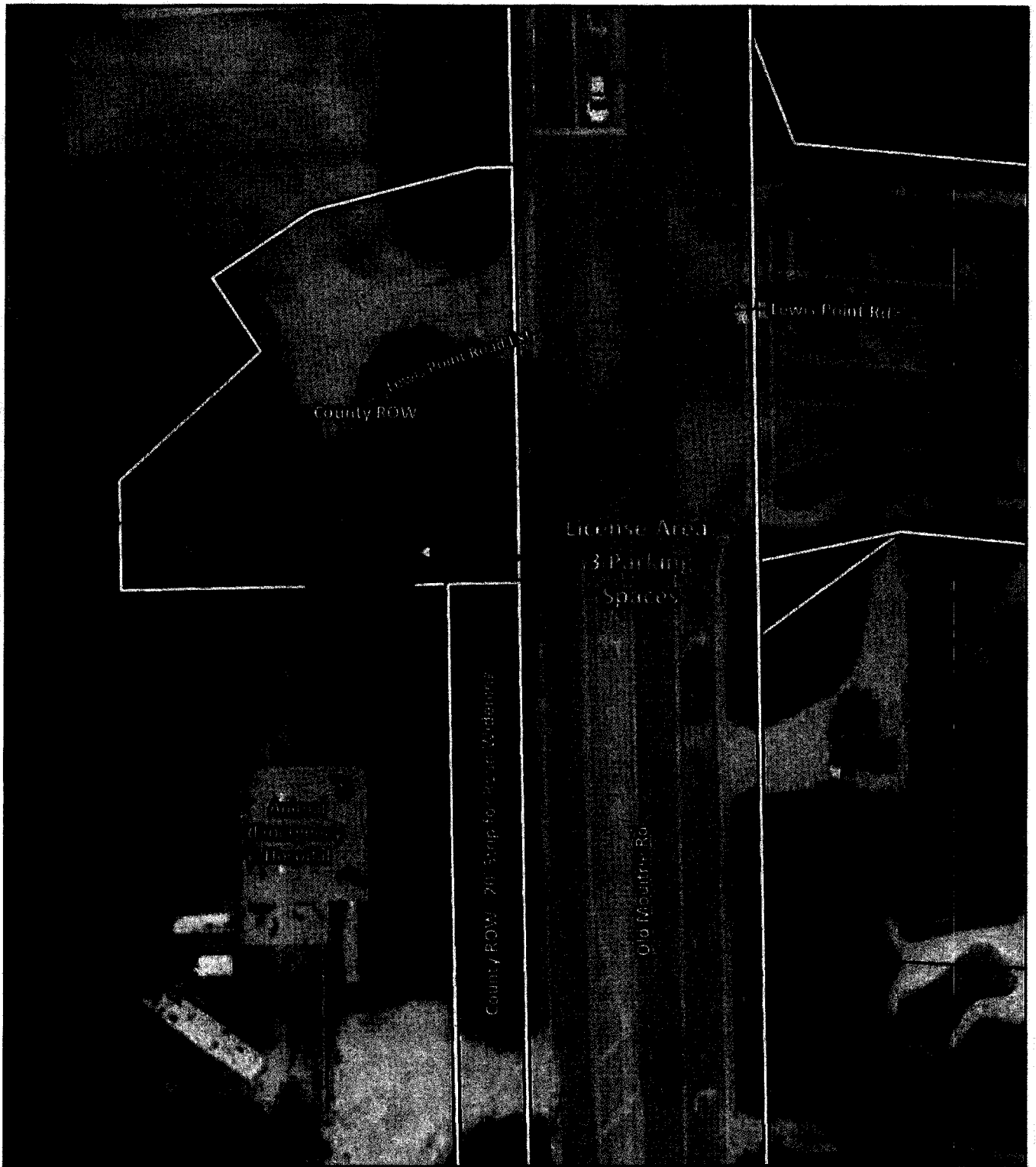
The foregoing instrument was acknowledged before me this 3rd day of January, 2013, by Robert W. Frawley and Priscilla Bolton Hull. Who are personally known to me or have produced _____ as identification.

Laurie Ford
Notary Public
My Commission Expires: 4-17-2016



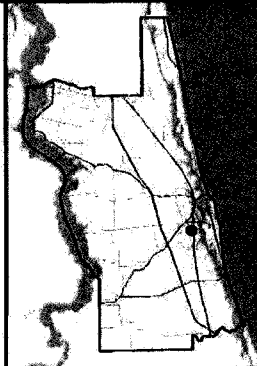
Exhibit "A" to License to Use/Hold Harmless Agreement

**The West 30 feet of the East 60 feet of the South 20 feet of Lewis Point Road Extension
lying West of Old Moultrie Road, St. Johns County, Florida.**



License and Hold Harmless Agreement

Animal Emergency Hospital

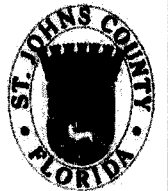


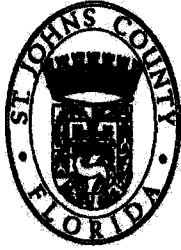
Aeranda Map prepared for:
 Land Management Systems
 Real Estate Division
 (904) 209-0790

2008 Aerial Imagery
 0 20 40

Feet
 January 4, 2013 115516

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County GIS Division disclaims
 all responsibility for the accuracy or
 completeness of the data shown hereon.



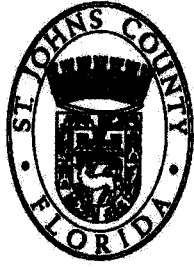


**ST. JOHNS COUNTY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**
2740 Industry Center Road
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Mary Ann Blount, Land Management Systems Director
FROM: Press Tompkins, County Engineer *PT*
THRU: Joe Stephenson, Public Works Director
SUBJECT: Lewis Point Road Extension – License to Use/Hold Harmless Agreement - Frawley
DATE: January 7, 2013

I approve the location of the three (3) parking spaces as shown on the map and described in the above mentioned License to Use/Hold Harmless Agreement.



**ST. JOHNS COUNTY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

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