

RESOLUTION NO. 2013- 190

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 EXTENSION TO RUNK PROPERTIES, INC. FOR THE UNOPENED PORTION OF POPE ROAD OFF OF MIZELL ROAD.

RECITALS

WHEREAS, Runk Properties, Inc. has requested a License Agreement Extension for a period of five (5) years for a fee of \$100.00 a year plus six percent (6%) sales tax or \$106.00 annually, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, per Resolution 2008-318, a License Agreement Extension was issued to Runk Properties, Inc. for a period of five (5) years and will terminate September 1, 2013; and

WHEREAS, the property is unopened right of way of Pope Road adjacent to Runk Properties, Inc.; and

WHEREAS, this License Agreement Extension may be terminated by Licensor or Licensee by giving a 60 day notice of termination.

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 hereby approves the terms of the License Agreement Extension attached hereto, and authorizes the County Administrator, or designee, to execute said License Agreement Extension.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of September, 2013.

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

By: [Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 9/9/13



**LICENSE AGREEMENT
EXTENSION**

THIS LICENSE AGREEMENT, made and executed 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, hereinafter referred to as the "County", and **Runk Properties, Inc.**, whose address is 1985 Mizell Road, St. Augustine, Florida 32084, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License authorizing use of West Pope Road a certain unimproved public right of way lying west of Mizell Road; and

WHEREAS, the temporary use of the right of way property is more fully described and shown on map on attached 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 five (5) years, commencing on September 1, 2013 and expiring on August 31, 2018. The Licensee paying therefore a fee of \$100.00 plus six percent (6%) sales tax for an annual fee of \$106.00 due and payable on September 1st on each of the five (5) consecutive years.
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 licensee 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, 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 License 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" **Runk Properties, 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.
13. Licensee reserves the right to terminate this license by giving the County a sixty (60) 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 Extension 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 _____, 2013, by Michael D. Wanchick, County Administrator who is personally known to me or has produced a valid driver's license as identification.

Notary Public
My Commission Expires: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness
Print Name: LISA M. ALLEN
Helene Boverli
Witness
Print Name: Helene Boverli

Runk Properties, Inc.
Paul B. Runk
Paul B. Runk
Its: Vice-President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

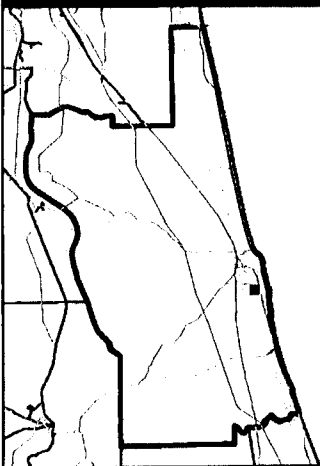
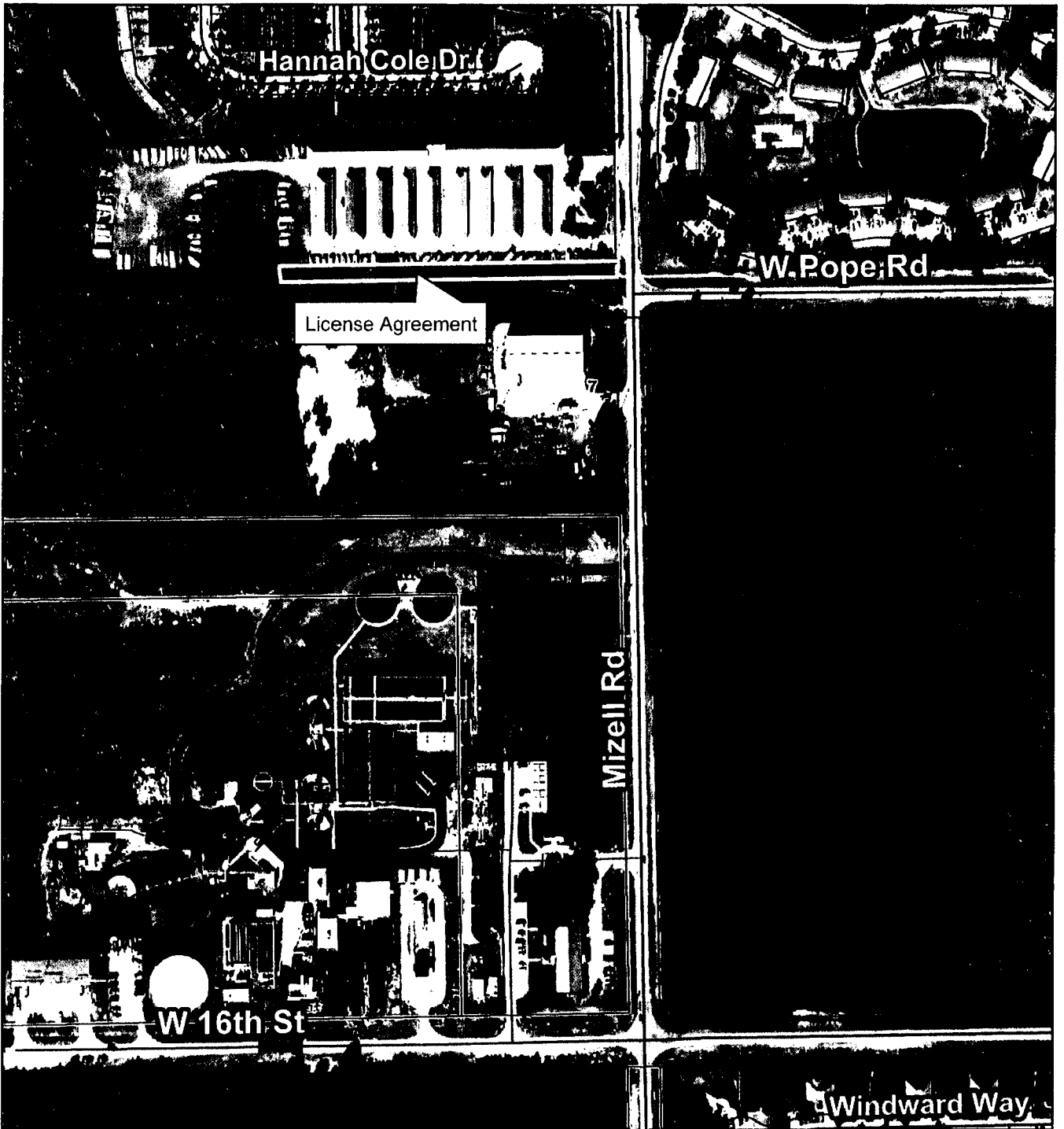
THE FOREGOING instrument was acknowledged before me this 18th day of July, 2013, by PAUL B RUNK who is personally known to me or has produced a valid driver's license as identification.



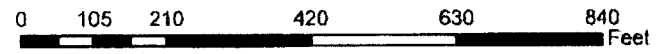
Merilee Leaders
Notary Public
My Commission Expires: 5-18-14

EXHIBIT "A"

The north 35 feet of the 100 foot right-of-way of West Pope Road an unimproved right of way. Beginning at the west right of way line of Mizell Road; thence westerly 1,294 feet to the end of right of way. The West Pope Road right of way being a 100 foot right of way with its southerly boundary the section of Sections 28 and 33 and the easterly boundary the west right of way line of Mizell Road.



License Agreement
Runk Properties, Inc.



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 7/29/13
(904) 209-0796



2008 Aerial Imagery

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