RESOLUTION NO. 2013-

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 CONTRACT AGREEMENTS BETWEEN ST. JOHNS COUNTY, THE OCCUPANTS, AND OWNERS OF MOBILE HOMES LOCATED ON COUNTY OWNED PROPERTY FOR SECURITY PURPOSES.

RECITALS

WHEREAS, over the years St. Johns County Parks and Recreation Department and other County Departments have been leasing or allowing mobile homes to locate on County property for security purposes and to meet requirements of management plans with the State; and

WHEREAS, to standardize and centralize theses Agreements new Contracts have been prepared and executed, attached hereto as Exhibit "A" through Exhibit "J", incorporated by reference and made a part hereof; and

WHEREAS, the Contracts are also to update the insurance requirements and to meet the requirements of leasing to government employees; and

WHEREAS, it is in the best interest of the County to have the parks and County owned property occupied for the safety of St. Johns County residents.

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 and authorizes the County Administrator, or designee, to execute ten original Contract Agreements for County owned property.
- **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 is instructed to record the Contract Agreements in the Public Records of St. Johns County, Florida.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:

John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: tam Halle Deputy Clerk

EXHIBIT "A" TO RESOLUTION

CONTRACT AGREEMENT

Residency at a County Park or County Property by an Individual with Responsibilities as Overseer Only

This Contract Agreement ("Agreement") is made and entered this ______ day of _____2012, by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and Donald Rix ("Resident"), an individual residing on County property located at Butler Park West.

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at Butler Park West ("Park") at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the Park is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the Park, Resident shall keep a watchful eye on the Park (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the Park. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the Park.

2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Park. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the Park. Resident shall be responsible for securing and maintaining any additional utilities.

3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the Park. While the County shall be responsible for maintaining the remainder of the Park (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the Recreation and Park Maintenance Office of any maintenance issues at the Park.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the Park.

6. Resident shall not operate or maintain any business or conduct any commercial activity at the Park. Resident shall utilize the Park space for placement of a mobile home for use as a single-family residence.

7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.

8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.

9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.

10. This Agreement shall be construed 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.

11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.

12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

St. Johns County	Resident
Michael C. Wanchick . County Administrator	Signature Print Name: Donald Rix
	Mobile Home Owner
Approved as to form and legal	DONALD BIX
sufficiency.	Signature Print Name: Donald Rix
By: Xegiona A. Soss 12/14/12	Fint Name. Donatu Nix
ATTEST: Cheryl Strickland, Clerk	Witnesses:
	While Muse
By: Deputy Clerk	Signature Print Name: DAKE VAUGHN
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	7 mady of
	Signature Print Name: (1)
	Print Name: WONAW KIX

EXHIBIT "B" TO RESOLTUION

CONTRACT AGREEMENT

Residency at a County Property by an Individual with Responsibilities as Overseer Only

This Contract Agreement ("Agreement") is made and entered this ______ day of _______ 2012, by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and Charles Raymond Riley ("Resident"), an individual residing on County property located at 8570 Palmo Fish Camp Road, St. Augustine, Florida 32095

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area:

RECITALS

WHEREAS, Resident is provided a space for placement and use of a mobile home on County property located at Palmo Park a County site at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the County site is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the County site, Resident shall keep a watchful eye on the Property (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the County site. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the

County site.

- 2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the County site. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the County site. Resident shall be responsible for securing and maintaining any utilities services to residential site.
- 3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the County site. While the County shall be responsible for maintaining the remainder of the County site (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the St. Johns County Maintenance Office of any maintenance issues at the residential site.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the County site.

6. Resident shall not operate or maintain any business or conduct any commercial activity at the County

site. Resident shall utilize the County space for use as a single-family residence.

7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.

8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.

9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.

10. This Agreement shall be construed 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.

11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.

12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

13. It is hereby expressly acknowledge by Resident that the subject Mobile Home is owned by St. Johns

County.

St. Johns County	Resident
	-lus Ru
Michael C. Wanchick County Administrator	Signature Print Name: Charles Raymond Riley
Approved as to form and legal sufficiency. By: 12/14/12	
ATTEST: Cheryl Strickland, Clerk By: Deputy Clerk	Witnesses: Owney While Signature Print Name: <u>Unda J. White</u>
	Signature Print Name:

EXHIBIT "C" TO RESOLUTION

CONTRACT AGREEMENT

Residency at a County Park or County Property by an Individual with Responsibilities as Overseer Only

This Contract Agreement ("Agreement") is made and entered this _____ day of _____ 2012, by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and Herbert Green ("Resident"), an individual residing on County property Riverdale Park located at 980 CR13 South, St. Augustine, Florida.

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at Riverdale Park ("Park") at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the Park is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the Park, Resident shall keep a watchful eye on the Park (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

- 1. Resident shall not rent or sublease any space at the Park. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the Park.
- 2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Park. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the Park. Resident shall be responsible for securing and maintaining any additional utilities.
- 3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the Park. While the County shall be responsible for maintaining the remainder of the Park (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the Recreation and Parks Department Park Maintenance Office of any maintenance issues at the Park.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the Park.

6. Resident shall not operate or maintain any business or conduct any commercial activity at the Park. Resident shall utilize the Park space for placement of a mobile home for use as a single-family residence.

7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.

8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.

9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.

10. This Agreement shall be construed 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.

11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.

12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

St. Johns County	Resident
Michael C. Wanchick County Administrator	HEARENT T. GREEN JAHL. Signature Print Name: HERRENT T. GREEN
Approved as to form and legal sufficiency. By: Legan: 12/14/12	Mobile Home Owner Signature Print Name: Scott M. Yeoman
ATTEST: Cheryl Strickland, Clerk By: Deputy Clerk	Signature Print Name: Phillip / Eoman Signature Print Name: NANGY M. YEOMAN

EXHIBIT "D" TO RESOLUTION

CONTRACT AGREEMENT

Residency at a County Park or County Property by an Individual with Responsibilities as Overseer Only

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at Mills Field ("Park") at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the Park is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the Park, Resident shall keep a watchful eye on the Park (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the Park. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the Park.

2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Park. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the Park. Resident shall be responsible for securing and maintaining any additional utilities.

3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the Park. While the County shall be responsible for maintaining the remainder of the Park (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the Recreation and Parks Maintenance Office of any maintenance issues at the Park.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the Park.

6. Resident shall not operate or maintain any business or conduct any commercial activity at the Park. Resident shall utilize the Park space for placement of a mobile home for use as a single-family residence.

7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.

8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.

9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.

10. This Agreement shall be construed 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.

11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.

12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

St. Johns County	Resident
Michael C. Wanchick County Administrator	Signature Tielser Print Name: Kathy Neilsen
Approved as to form and legal sufficiency. By: Lymin of Some 12/14/12	Mobile Home Owner Signature Print Name: Scott Yeoman
ATTEST: Cheryl Strickland, Clerk By: Deputy Clerk	Witnesses: Signature Print Name: Kathleen J. Allen Signature Print Name: Teresa (Anyboli Asy

EXHIBIT "E" TO RESOLUTION

CONTRACT AGREEMENT

Residency at a County Park or County Property by an Individual with Responsibilities as Overseer Only

This Contract Agreement ("Agreement") is made and entered this ______ day of _____ 2012, by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and Matthew Clements ("Resident"), an individual residing on County property located at 784 Swiss Lane, St. Johns County, Florida 32259.

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at Alpine Grove ("Park") at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the Park is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the Park, Resident shall keep a watchful eye on the Park (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the Park. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the Park.

2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Park. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the Park. Resident shall be responsible for securing and maintaining any additional utilities.

3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the Park. While the County shall be responsible for maintaining the remainder of the Park (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the Recreation and Parks Department Park Maintenance Office of any maintenance issues at the Park.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these

insurance requirements.

5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the Park.

6. Resident shall not operate or maintain any business or conduct any commercial activity at the Park. Resident shall utilize the Park space for placement of a mobile home for use as a single-family residence.

7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.

8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.

9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.

10. This Agreement shall be construed 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.

11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.

12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

St. Johns County	Resident
Michael C. Wanchick County Administrator	Signature Print Name: Matthew Clements
Approved as to form and legal sufficiency. By: Lyon Art 12/14/12.	Mobile Home Owner Signature Print Name: Scott Yeoman
ATTEST: Cheryl Strickland, Clerk By: Deputy Clerk	Witnesses: Signature Print Name: Vicale Clements
·	Margy M. Geoman Signature Print Name: NANGY M. Yeoman

EXHIBIT "F" TO RESOLUTION

CONTRACT AGREEMENT

Residency at a County Park or County Property by an Individual with Responsibilities as Overseer Only

This Contract Agreement ("Agreement") is made and entered this ______ day of ______ 2012, by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and Nathan E. Datsko ("Resident"), an individual residing on County property located at 3649 Gaines Road, St. Augustine, Florida 32084.

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at 3649 Gaines Road at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the Property is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the Property Resident shall keep a watchful eye on the Property (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the Park. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the Park.

2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Park. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the Park. Resident shall be responsible for securing and maintaining any additional utilities.

3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the Park. While the County shall be responsible for maintaining the remainder of the Park (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the Recreation and Parks Department Park Maintenance Office of any maintenance issues at the Park.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

- 5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the Park.
- 6. Resident shall not operate or maintain any business or conduct any commercial activity at the Park. Resident shall utilize the Park space for placement of a mobile home for use as a single-family residence.
- 7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.
- 8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.
- 9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.
- 10. This Agreement shall be construed 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.
- 11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.
- 12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

St. Johns County	Resident
Michael C. Wanchick County Administrator	Signature Print Name: Nathan E. Datsko
Approved as to form and legal sufficiency.	Mobile Home Owner
By: Jugmai d. Loss 12/14/12	Signature Print Name: Scott M. Yeoman
ATTEST: Cheryl Strickland, Clerk	Witnesses:
By: Deputy Clerk	Signature Print Name: 1277 Prevatt
	Sh Ruh -
	Signature Print Name: 10/12 Rucay or

EXHIBIT "G" TO RESOLUTION

CONTRACT AGREEMENT

Residency at a County Property by an Individual with Responsibilities as Overseer Only

This Contract Agreement ("Agreement") is made and entered this day of 2012, by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and Stanley Solano ("Resident"), an individual residing on County property located at 181 N. Stratton Road, St. Augustine, Florida 32095

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area.

RECITALS

WHEREAS, Resident is provided a space for placement and use of a mobile home on County property located at Stratton Road a County site at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the County site is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the County site, Resident shall keep a watchful eye on the Property (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the County site. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the County site.

- 2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the County site. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the County site. Resident shall be responsible for securing and maintaining any utilities services to residential site.
- 3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the County site. While the County shall be responsible for maintaining the remainder of the County site (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the St. Johns County Maintenance Office of any maintenance issues at the residential site.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the County site.

6. Resident shall not operate or maintain any business or conduct any commercial activity at the County

site. Resident shall utilize the County space for use as a single-family residence.

7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.

8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.

9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.

10. This Agreement shall be construed 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.

11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.

12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

13. It is hereby expressly acknowledge by Resident that the subject Mobile Home is owned by St. Johns

County.

- 12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.
- 13. It is hereby expressly acknowledge by Resident that the subject Mobile Home is owned by St. Johns County.

St. Johns County	Resident Anh Johns
Michael C. Wanchick County Administrator	Stanley Solano
Witness	Witness: Julie M athur
Signature Print Name	Signature Print Name Julie M. Athins I Ahay Wilkland
Signature Print Name	Signature Ashley Mickler Print Name Ashley Mickler
Approved as to form and legal sufficiency. By: 12/11/12	
ATTEST: Cheryl Strickland, Clerk	
Deputy Clerk	

EXHIBIT "H" TO RESOLUTION

CONTRACT AGREEMENT

Residency at a County Park or County Property by an Individual with Responsibilities as Overseer Only

This Contract Agreement ("Agreement") is made and entered this ______ day of _____ 2012,by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and John Noble ("Resident"), an individual residing on County property located at 6795 Collier Road, St. Johns County, Florida.

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at Trout Creek ("Park") at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the Park is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the Park, Resident shall keep a watchful eye on the Park (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the Park. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the Park.

2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Park. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the Park. Resident shall be responsible for securing and maintaining any additional utilities.

3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the Park. While the County shall be responsible for maintaining the remainder of the Park (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the Recreation and Parks Department Park Maintenance Office of any maintenance issues at the Park.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

- 5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the Park.
- 6. Resident shall not operate or maintain any business or conduct any commercial activity at the Park. Resident shall utilize the Park space for placement of a mobile home for use as a single-family residence.
- 7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.
- 8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.
- 9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.
- 10. This Agreement shall be construed 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.
- 11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.
- 12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

St. Johns County	Resident
Michael C. Wanchick	Signature
County Administrator	Print Name: John Noble
	Mobile Home Owner
Approved as to form and legal sufficiency.	John M. W.
	Signature
By: Legena 12/14/12	Print Name: Scott Yeoman
ATTEST: Cheryl Strickland, Clerk	Witnesses:
By:	ZRH
Deputy Clerk	Signature
• •	Print Name: KEUW ROBERTS
	Tel 1 Pack
	Signature Print Name: John T. Aselc

EXHIBIT "I" TO RESOLUTION

CONTRACT AGREEMENT

Residency at a County Park or County Property by an Individual with Responsibilities as Overseer Only

This Contract Agreement ("Agreement") is made and entered this ______ day of _____ 2012,by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and Eric Pay ("Resident"), an individual residing on County property located at 630 Vaill Road, St. Augustine, Florida 32086.

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at Vaill Point Park ("Park") at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the Park is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the Park, Resident shall keep a watchful eye on the Park (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Resident shall not rent or sublease any space at the Park. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the Park.

2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Park. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the Park. Resident shall be responsible for securing and maintaining any additional utilities.

3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the Park. While the County shall be responsible for maintaining the remainder of the Park (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the Recreation and Park Maintenance Office of any maintenance issues at the Park.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

- 5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the Park.
- 6. Resident shall not operate or maintain any business or conduct any commercial activity at the Park. Resident shall utilize the Park space for placement of a mobile home for use as a single-family residence.
- 7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.
- 8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.
- 9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.
- 10. This Agreement shall be construed 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.
- 11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.
- 12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

St. Johns County	Resident
Michael C. Wanchick County Administrator	Signature Print Name: Eric Pay
Approved as to form and legal sufficiency. By: Ligan 12/14/12	Mobile Home Owner Signature Print Name: Eric Pay
ATTEST: Cheryl Strickland, Clerk By: Deputy Clerk	Witnesses: Mueland Burchfull Signature Print Name: Michael Burchfield
	Signature Print Name: Potock Law

EXHIBITI "J" TO RESOLUTION

CONTRACT AGREEMENT

Residency at a County Park or County Property by an Individual with Responsibilities as Overseer Only

This Contract Agreement ("Agreement") is made and entered this _____ day of _____ 2012, by and between St. Johns County ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and Glenn Lappe ("Resident"), an individual residing on County property located at 8200 Smith Road, St. Augustine, Florida 32415.

The Equestrian Center

Provisions for Residency of Mobile Homes on St. Johns County Property or Park Area:

RECITALS

WHEREAS, Resident is provided a space for placement of a mobile home on County property located at The Equestrian Center ("Park") at no cost to Resident for the duration of Resident's occupancy on such property (space limitations may or may not dictate size of mobile home allowed); and

WHEREAS, the primary purpose of Resident's occupancy at the Park is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the Park, Resident shall keep a watchful eye on the Park (including amenities), and shall immediately report by telephone any trespassers or vandals to the proper law enforcement agency without initiating contact with such individuals; and

WHEREAS, Resident must be employed by and in good standing with a governmental entity located within St. Johns County or any contiguous county at all times during the term of this Agreement. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 8 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

- 1. Resident shall not rent or sublease any space at the Park. With the exception of immediate family members (spouse and children), Resident shall not cause or allow any other individual to reside at the Park.
- 2. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Park. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the Park. Resident shall be responsible for securing and maintaining any additional utilities.
- 3. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the Park. While the County shall be responsible for maintaining the remainder of the Park (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the Recreation and Parks Department Park Maintenance Office of any maintenance issues at the Park.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. St. Johns County shall be added named as interested party for all lines of coverage providing written notification of any material change or cancellation within 30 days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, 500 San Sebastian View, St. Augustine, Fl 32084.

It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for Lessee. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to Lessee, Lessee's family or Lessee's invitees/guest by reason of damage, theft or otherwise.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

- 5. To the extent permissible by law, Resident hereby agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of Resident's occupancy at the Park.
- 6. Resident shall not operate or maintain any business or conduct any commercial activity at the Park. Resident shall utilize the Park space for placement of a mobile home for use as a single-family residence.
- 7. Resident shall not add any fixtures, structures, outbuildings or construct any permanent improvements at the Park without prior express written approval by the County Administrator.
- 8. It is expressly agreed and understood by the parties hereto that this Agreement is entered into as part of a program to reduce vandalism and trespass on County property, and that this Agreement may be terminated by either party upon no less than sixty (60) days prior notice delivered to the other party.
- 9. In light of the rationale for this Agreement, neither the County nor Resident may assign, transfer, and/or sell any rights set forth herein without the express written approval of the other party. Should either the County or Resident assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the other party, then such action on the part of the County or Resident shall result in automatic termination of this Agreement without further notice or action require on the part of the other party.
- 10. This Agreement shall be construed 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.
- 11. Both the County and Resident acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further both the County and Resident acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.
- 12. 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 portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

St. Johns County	Resident
Michael C. Wanchick County Administrator	Signature Print Name: Glenn Lappe
Approved as to form and legal	Mobile Home Owner
Sufficiency. By: 12/11/12	Signature Print Name: Scott Yeoman
ATTEST: Cheryl Strickland, Clerk	Witnesses:
By: Deputy Clerk	Signature Print Name: NANGY YEOMON Signature Print Name: MEY YEOMON