

RESOLUTION NO. 2015- 117

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A LICENSE AGREEMENT FOR USE OF A PORTION OF COUNTY RIGHT-OF-WAY ON A1A SOUTH.**

**RECITALS**

**WHEREAS**, the property owners, John M. Sullivan and Laura G. Sullivan, have requested a License Agreement with St. Johns County, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Licensees have requested to continue utilizing approximately 61' x 300' strip of County right-of-way for non-exclusive ingress and egress over, across, and on the premises to access Licensees' home until a driveway can be constructed on their property; and

**WHEREAS**, this is a revocable License Agreement and can be terminated with one hundred and twenty (120) days notice; and

**WHEREAS**, the County has determined that executing the referenced License Agreement is in the overall best interests of the County.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of St. Johns County, Florida as follows:

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners of St. Johns County hereby approves the terms of the License Agreement attached hereto, and authorizes the County Administrator, or designee, to execute said License Agreement.

**Section 3.** To the extent that there are scrivener's, 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.

**Section 4.** The Clerk of Court of St. Johns County is instructed to record the original License Agreement 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 5<sup>th</sup> day of May, 2015.

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

By:   
Priscilla L. Bennett, Chair

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as the "County", and **JOHN M. SULLIVAN and LAURA G. SULLIVAN**, a married couple, whose address is 7724 A1A South, St. Augustine, Florida 32080, hereinafter referred to as the "Licensees".

**WHEREAS**, the Licensees have requested this License Agreement authorizing use of a certain public right of way located at 7732 A1A South, St. Augustine, Florida 32080, for non-exclusive ingress and egress over, across, and on the Premises, to access Licensees' property as more particularly described on Exhibit "A" attached hereto and by referenced incorporated and made a part hereof; and

**WHEREAS**, a portion of 7732 A1A South being a 100 foot right of way is located contiguous to Licensees' property and they are requesting to continue utilizing approximately 61' x 300' to access their property until a driveway can be constructed on Licensees' property; and

**WHEREAS**, Lot 44 is part of the plat of Boy's Work Incorporated Subdivision recorded in Map Book 3, Page 13. The property was conveyed to the County for road purposes, but is a non-maintained County right of way, more fully shown on attached Exhibit "B", attached hereto and by reference incorporated 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 Licensees the temporary use of the right of way mentioned above as a driveway to access their property located at 7724 A1A South, St. Augustine, Florida 32080,

1. To use above described Premises for a term of twenty (20) years, commencing on the date first above written. Licensees shall have the option to renew this License Agreement for an additional two (2) terms of five (5) years each on the same terms and conditions as contained herein. If Licensees elect to exercise this right of renewal, Licensees shall notify the County in writing at least six (6) months prior to the end of the then current termination date. The County reserves the right to increase the annual License fee.
2. Although the Licensees may enter and use the subject Premises for a driveway, the Licensees 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 Licensees will allow the continuance of any use or access by the general public and the County, which have become customary on the Premises. Moreover, Licensees agree to allow the County to grant any easement it deems appropriate during the period of this license that burdens the same Premises, so long as such easement does not substantially prevent Licensees' intended use of the Premises.

3. Licensees agree to release the County from all liability and hold the County harmless for any and all zoning, building, use or other governmental restrictions, which may frustrate the intention of this license.
4. Licensees shall have the right to assign this license agreement, with written consent of the County (which consent shall not be unreasonably denied), provided any assignment shall fully bind Assignee as a successor Licensee.
5. Licensees shall restore the Premises to its original condition upon destruction or termination or expiration of this license, or any renewals, thereof.
6. Licensees acknowledge that they have inspected the Premises and accept the License Agreement as is with full knowledge of the condition of the Premises. The County makes no representations to Licensees with respect to the Premises other than those set forth in this License Agreement.
7. Licensees agree that they shall be responsible for the maintenance, repair, and replacement of the driveway, culvert, and related improvements and landscaping on the Premises. Licensees shall keep the driveway and culvert in good condition and repair and in compliance with all applicable laws, rules, regulations and ordinances, in their use and operation of the driveway.
8. The Licensees shall make no improvement to the subject Premises, except routine maintenance without the written permission of the County. The Licensees 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 Licensees specifically hereby waive making any argument or claim that this License is irrevocable.
9. The Licensees shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.
10. 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 Licensees shall not cause or permit any use of the Premises for other than those uses specifically provided for in this license.
11. The Licensees, 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 Licensees, that the Licensees do 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.

12. The Licensees, **JOHN M. SULLIVAN** and **LAURA G. SULLIVAN**, a married couple, 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.
13. If the Licensees shall fail to comply with or abide by any of the 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 Licensees' use of said Premises.
14. The waiver of County of any such breach hereof on the part of the Licensees, 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.
15. Notwithstanding any other provision of this license, the Licensees hereby release any rights it has in regards to the coupling of this license with an interest, other than the rights granted in this license agreement. If sometime in the future, the County determines that the licensed portion of the property is needed for another public purpose, the County agrees to give one hundred and twenty (120) days written notice to the Licensees, without further liability between the parties except as expressly and specifically provided for in this license. The foregoing notice requirement shall not apply in the event the Premises are needed for disaster relief purposes as a result of a declared state of emergency by any unit of federal, state, or local government. In such event, the County shall provide the Licensees with as much notice as is reasonably practicable under the circumstances, and this license shall be suspended only for the duration of the emergency.
16. Licensees reserve the right to terminate this license by giving the County a sixty (60) day written notice advising of such unsuitability and electing to terminate this License Agreement at the end of the 60-day period.
17. This License Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any legal, equitable, or administrative dispute arising in connection with this License Agreement shall lie exclusively in St. Johns County. Should any such dispute arise, the prevailing party shall be entitled to receive reasonable costs and attorney's fees incurred in connection with the dispute.
18. If any part of this License Agreement, or any application thereof, is declared invalid for any reason, then such part, or the proscribed application, shall be severable, and the remaining portions of this License Agreement, and all applications thereof, not having been declared invalid shall remain in effect.

19. The execution of this License Agreement shall not constitute a waiver by either party hereto of any right or claim of right to the subject lands or to use the subject lands.

IN WITNESS WHEREOF, the undersigned parties have executed this License Agreement on the day and year first above written.

ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_  
Michael D. Wanchick  
County Administrator

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Michael D. Wanchick, County Administrator, who is personally known to me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF WITNESSES:

Witness Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
John M. Sullivan

Witness Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Laura G. Sullivan

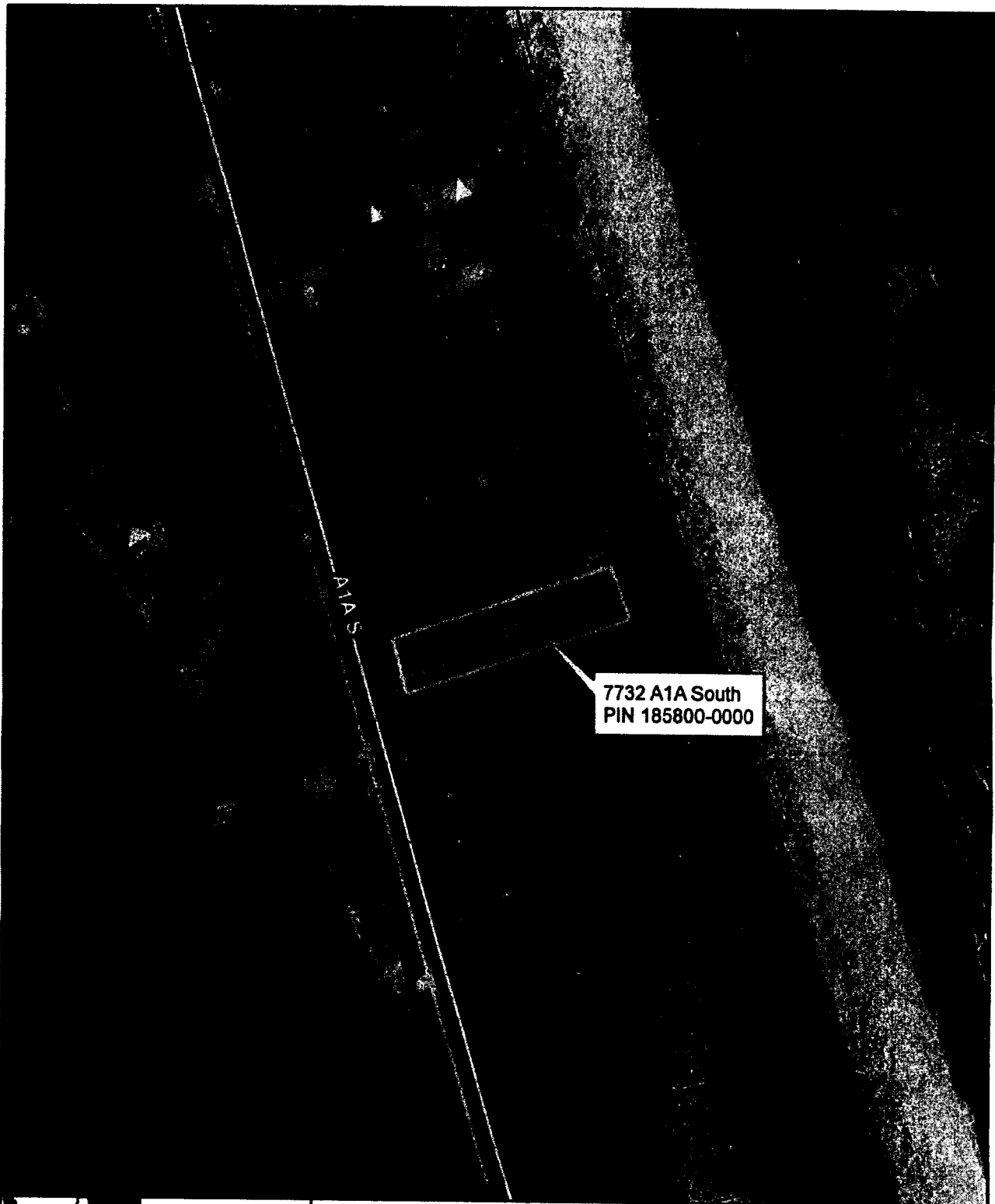
**EXHIBIT "A"**

All that portion of Lot Number Forty-Five (45) of Boy's Work Incorporated Subdivision, as per map or plat thereof recorded in Map Book Number 3, page 13, public records of St. Johns County, Florida, lying East of the road now known as Ocean Shore Boulevard Road and which road runs from St. Augustine to Matanzas River Inlet Bridge; subject to all of the limitations, restrictions and covenants in deed from Boy's Work, Inc. to Orrin Larson, said deed being dated January 28, 1924, the mention of which shall not operate to reimpose same.

**EXHIBIT "B"**

All that portion of Lot Number Forty-Four (44) of Boy's Work Incorporated Subdivision, as per map or plat thereof recorded in Map Book Number 3, page 13, public records of St. Johns County, Florida, lying East of the road now known as Ocean Shore Boulevard Road and which road runs from St. Augustine to Matanzas River Inlet Bridge; subject to all of the limitations, restrictions and covenants in deed from Boy's Work, Inc. to Orrin Larson, said deed being dated January 28, 1924, the mention of which shall not operate to reimpose same.





2013 Aerial Imagery  
0 50 100  
Feet  
March 24, 2015

## LICENSE AGREEMENT

*7732 A1A South*

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0764

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

