

RESOLUTION NO. 2020- 308

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT TO ALLOW USE OF A PORTION OF PONTE VEDRA BOULEVARD AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE LICENSE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, in 1998 the Ponte Vedra Corporation installed a fence approximately 15' east of the west right-of-way line of Ponte Vedra Boulevard; and

WHEREAS, Roadway and Drainage Standards Ordinance 96-40, adopted June 25, 1996 and the St. Johns County Land Development Code as recorded in Ordinance Book 23, Page 249, adopted July 29, 1999, both allowed for construction of fences in rights-of-way provided they were permitted; and

WHEREAS, the County and the Ponte Vedra Corporation have not been able to locate a copy of the right-of-way permit, however the vice president of the Ponte Vedra Corporation has provided an Affidavit, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, stating that to the best of his knowledge a permit for the fence was obtained; and

WHEREAS, in light of not having a copy of the actual permit, the Ponte Vedra Corporation and St. Johns County have agreed to enter into a License Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, which includes holding the County harmless from any damages that may occur as a result of the fence being located in the County right-of-way.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

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

Section 2. The Board of County Commissioners hereby approves the License Agreement and authorizes the Chair of the Board to execute the agreement on behalf of the County.

Section 3. The Clerk is instructed to file the original License Agreement and Affidavit in the office of the Clerk of the Circuit Court.

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

PASSED AND ADOPTED by the Board of County Commissioners this 18 day of August, 2020.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty, Clerk
Clerk of the Circuit Court & Comptroller

RENDITION DATE 8/20/20

By: Pam Halterman
Deputy Clerk



Exhibit "A" to Resolution

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

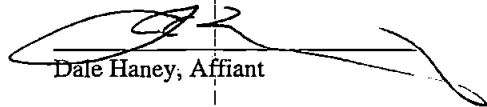
AFFIDAVIT

The within named person (Affiant), Dale Haney, who is a resident of St. Johns County, State of Florida, personally came and appeared before me, the undersigned Notary Public, and makes this his statement, testimony and Affidavit under oath or affirmation, in good faith, and under penalty of perjury, of sincere belief and personal knowledge that the following matters, facts and things set forth are true and correct, to the best of his knowledge:

1. I am over 18 years of age, am competent to testify, and declare the following facts based on my own personal knowledge.
2. I am the vice president of Ponte Vedra Corporation and general manager of the Ponte Vedra Inn & Club, an inn and club in St. Johns County, Florida, owned and operated by Ponte Vedra Corporation, and have been in the position since 1987. My duties as vice president and general manager included the oversight and management of the Ponte Vedra Inn & Club.
3. In 1998, Ponte Vedra Corporation undertook major renovations of the golf course at the Ponte Vedra Inn & Club.
4. Among other things, the renovations included the construction of an approximately 3-foot high fence within the right-of-way of Ponte Vedra Boulevard adjacent to that portion of the Ponte Vedra Corporation property north of Pablo Road and south of San Juan Drive. The fence exists and remains in substantially the same condition as of the date of this affidavit.
5. To the best of Affiant's knowledge, at the time of the renovations in 1998, Ponte Vedra Corporation obtained a permit or other documented approval from St. Johns County that allowed the fence to be constructed, and to remain, within the right-of-way of Ponte Vedra Boulevard as it exists today.
6. After a thorough search of the records of Ponte Vedra Corporation, I have been unable to locate the permit or other documented approval for the fence.

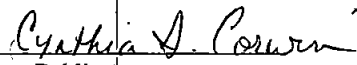
FURTHER AFFIANT SAYETH NAUGHT

Dated this 20th day of July, 2020.

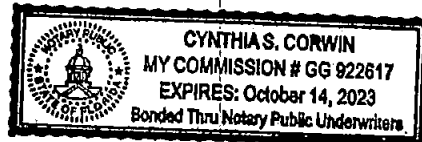

Dale Haney, Affiant

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20th day of July, 2020, by Dale Haney.


Notary Public
My Commission Expires: 10/14/2023

√ Personally Known or Produced Identification
Type of Identification Produced



LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed this 20th day of July, 2020, 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 **PONTE VEDRA CORPORATION**, a Florida corporation, whose address is 200 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida 32082-1810, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License Agreement ("License") authorizing use of a certain portion of the public right-of-way known as Ponte Vedra Boulevard, as described on Exhibit "A", and depicted on Exhibit "B" attached hereto incorporated by reference and made a part hereof, hereinafter the "Premises"; and

WHEREAS, the License will allow for a fence to be and remain within the public right-of-way; and

WHEREAS, it is in the best interest of the citizens of St. Johns County to temporarily accommodate the fence within the right-of-way along with reasonable conditions to protect the health, safety, and welfare of the general public; and

WHEREAS, it is expressly acknowledged that this is a revocable license agreement; 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 the Premises for the purpose mentioned above.

1. To use above described Premises to keep and maintain the fence for an initial term of ten (10) years, commencing on the date first above written. Said term shall be automatically extended for four (4) additional ten (10) year periods, for a total term of up to fifty (50) years, providing that neither party notifies the other in writing of its intent not to accept such extension, at least thirty (30) days prior to the end of any said ten (10) year period.

2. Although the Licensee may enter and use the subject Premises for maintenance of the fence, 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 that the County may grant any easement the County 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 for more than thirty (30) continuous days.

3. Licensee agrees to release the County from all liability and hold the County harmless from any and all zoning, building, use or other governmental restrictions, which may frustrate the intention of this license.

4. Licensee shall protect, defend, indemnify, and hold the County and its tenants, elected officials, officers, employees, agents, and assigns free and harmless from and against any and all claims, lawsuits, liability, injuries, death, damages, damage, losses, and/or causes of action; including attorney's fees, relating to or arising from the exercise by the Licensee, its contractors, agents, employees, successors, assigns, invitees, or guests of the privileges granted herein, including but not limited to the keeping and maintaining of the fence on the Premises. This indemnification shall survive the destruction or termination or expiration of this License.

5. 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.

6. Licensee shall restore the Premises to its original condition upon termination or expiration of this license, or any renewals, thereof.

7. The Licensee shall make no improvements to the subject Premises, except routine maintenance, or replacement and repair after damages or destruction, without the prior 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.

8. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.

9. 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.

10. The Licensee 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.

11. 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.

12. 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.

13. 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 cancel and revoke this license on ninety (90) 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 and revocation 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 the fence from the Premises within said ninety (90) day period.

14. Notwithstanding any other provision of this License, Licensee reserves the right to terminate this license by giving the County a ninety (90) day notice in writing.

15. 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: _____
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: _____
Deputy Clerk

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Cynthia S. Corwin
Witness
Print Name: Cynthia S. Corwin

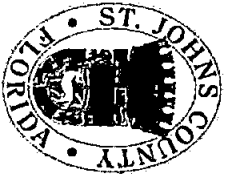
Sarah H. Small
Witness
Print Name: SARAH H. SMALL

PONTE VEDRA CORPORATION,
a Florida corporation

By: _____
Dale Haney, Vice President

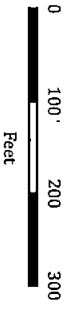
Exhibit "A"

The westerly 15 feet of Ponte Vedra Boulevard (as now established as a 66 foot right-of-way) lying between the north right-of-way line of Pablo Road and a point 150 feet south of the south right-of-way line of San Juan Drive also lying in Section 15, Township 3 South, Range 29, East, St. Johns County, Florida.

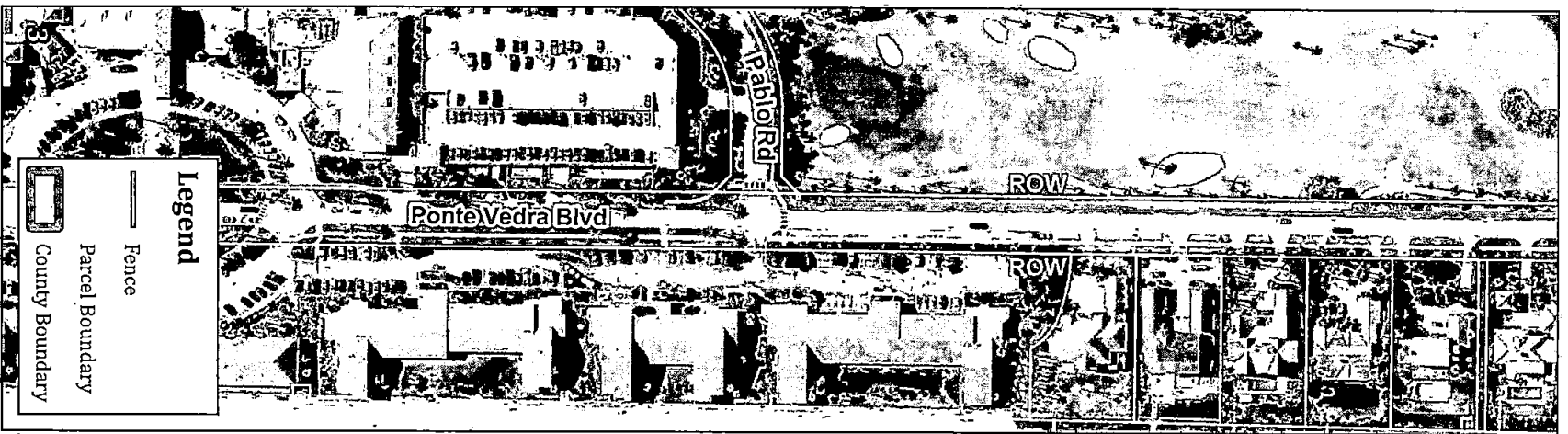
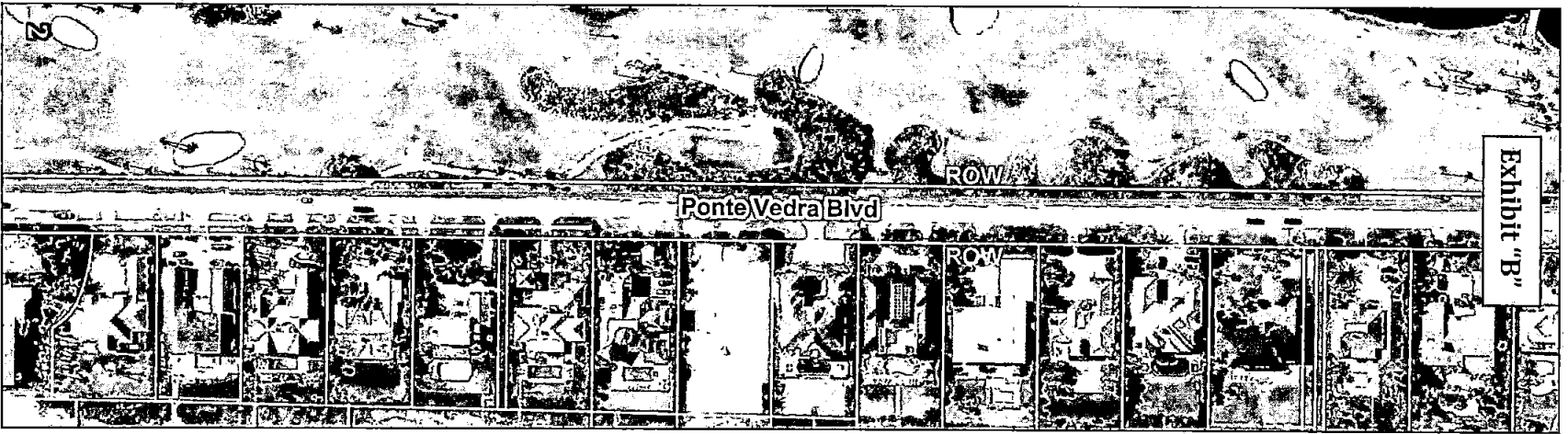
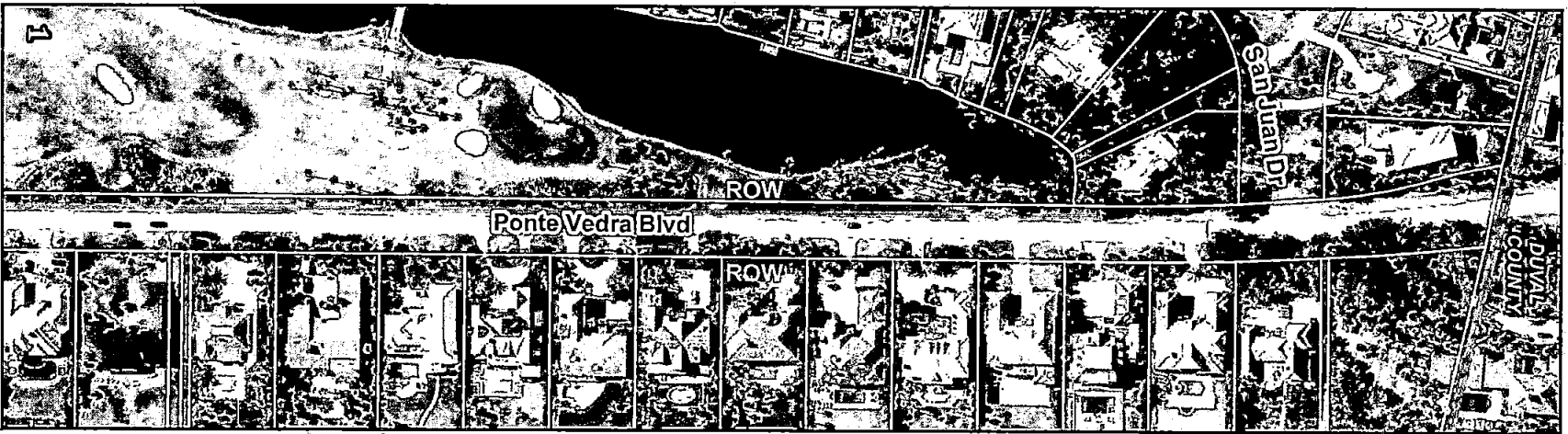
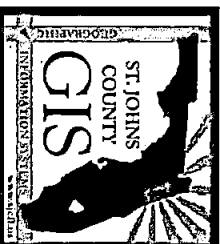


Ponte Vedra




1 inch = 200 feet



DISCLAIMER:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.
Map Prepared: 6/7/2020
118326



Legend

-  Fence
-  Parcel Boundary
-  County Boundary