

RESOLUTION NO. 2020- 33

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT TO ALLOW USE OF A PORTION OF THE PUBLIC RIGHT-OF-WAY KNOWN AS PARK AVENUE IN HASTINGS AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, a property owner has requested a License Agreement for use of a portion of the public right-of-way known as Park Avenue to allow for an encroachment of a roof overhang and other existing structures located on their property; and

WHEREAS, these existing encroachments pre-date the dissolution of the Town of Hastings and are associated with a structure seeking to become a qualified historic structure; and

WHEREAS, St. Johns County has the authority to grant the License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to accommodate the encroachments along with reasonable conditions to protect the health, safety and welfare of the general public; and

WHEREAS, this License Agreement is temporary and revocable.

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 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 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 4 day of February, 2020.

ATTEST: Brandon Patty, Clerk

By: Pam Haltermann  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Jeb S. Smith, Chair



RENDITION DATE 2/6/20

Exhibit "A" to Resolution

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT**, made and executed this \_\_\_\_ day of \_\_\_\_\_, 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 **JAMES RANDALL DUKES** and **LORI E. DUKES**, husband and wife, whose address is 3665 County Road 13 South, Elkton, Florida 32033, 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 Park Avenue as described on Exhibit "A", attached hereto incorporated by reference and made a part hereof, hereinafter the "Premises"; and

**WHEREAS**, the License will allow for an encroachment within the public right-of-way of a roof overhang and other existing structures primarily located on Licensee's property; and

**WHEREAS**, these existing encroachments pre-date the dissolution of the Town of Hastings and are associated with a structure seeking to become a qualified historic structure; and

**WHEREAS**, it is in the best interest of the citizens of St. Johns County to temporarily accommodate the encroachments 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 for term of ten (10) years, commencing on the date first above written.
2. Although the Licensee may enter and use the subject Premises for the encroachment, the Licensee shall not be in possession of the Premises. The County shall possess and otherwise control all aspects of use of the Premises. The license shall be non-exclusive and Licensee will allow the continuance of any use or access by the general public and the County which have become customary on the Premises. Moreover, Licensee agrees to allow the County to grant any easement it deems appropriate during the period of this 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 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.
5. Licensee shall restore the Premises to its original condition upon destruction or termination or expiration of this license, or any renewals, thereof.
6. The Licensee shall make no improvements to the subject Premises, except routine maintenance 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.
7. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.
8. 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.
9. The Licensee, in consideration for the use of the Premises does hereby release and discharge and further will indemnify and save harmless the County from any and all claims for personal injuries or property damages during the existence of this license, arising in any manner by virtue of the use or occupancy of such premises by the Licensee, that the Licensee does hereby further agree to indemnify and save harmless the County from liability for damage, injury or death to any person or persons arising out of the use of said property, or from the lack of keeping same in good repair and order, or from the negligent operation of same, or for any other cause for any nature whatsoever, provided such damage, injury or death is not due to County's own negligence.
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 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 may include, but are not limited to, increased public demand for use of the subject property and/or disaster relief use of space. Upon such revocation, Licensee shall remove said encroachment within said ninety (90) day period, and
14. Licensee reserves the right to terminate this license by giving the County a ninety (90) day notice in writing.
15. This license shall automatically terminate upon the effective date of the County vacating the Premises.
16. 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:**

Laurie Ford

Witness

Print Name: Laurie Ford

Debbie Taylor

Witness

Print Name: Debbie Taylor

James Randall Duker

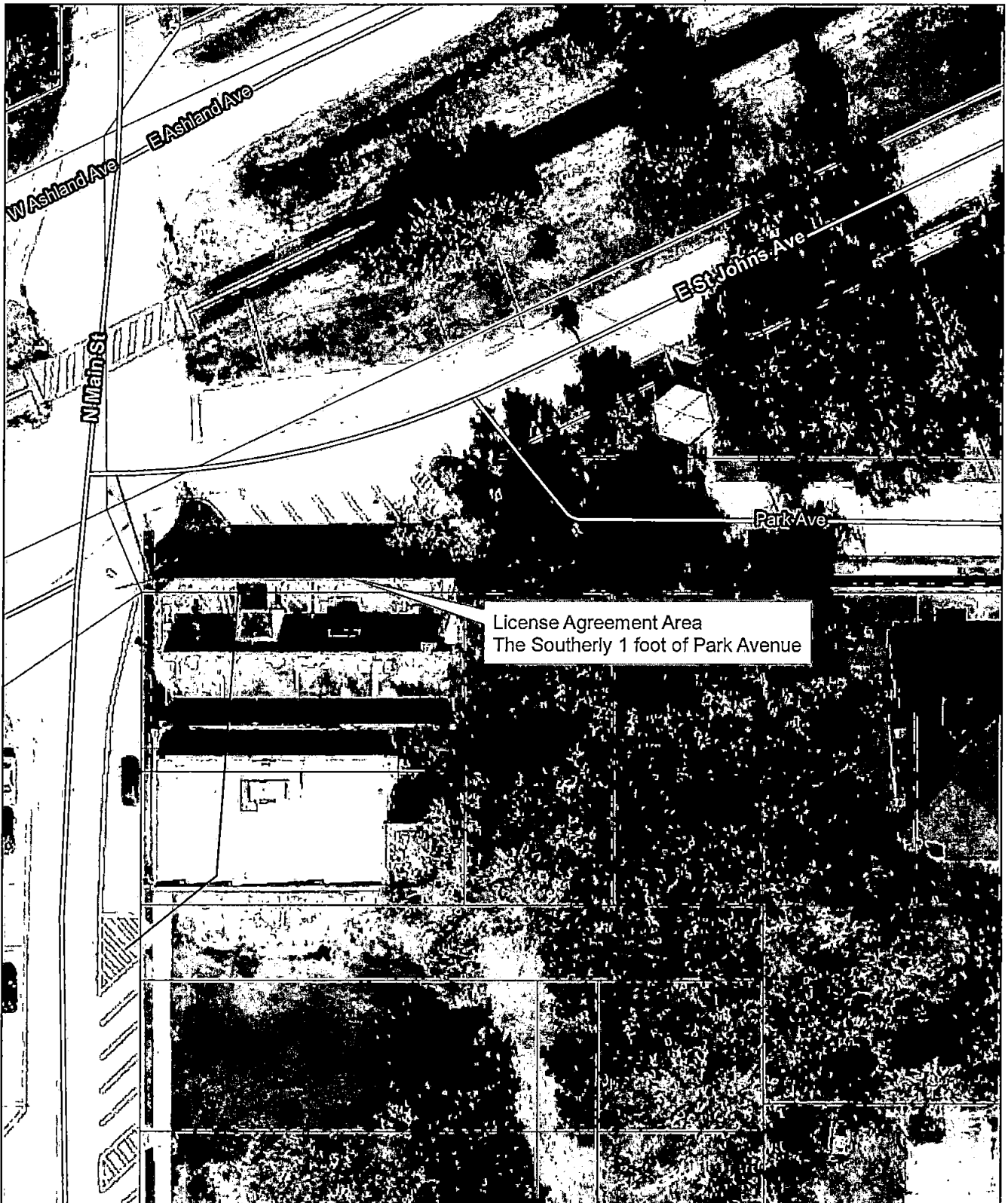
James Randall Duker

Lori E. Duker

Lori E. Duker

Exhibit "A"

The southerly 1 foot of Park Avenue lying immediately north of and adjacent to Lots 1 and 3 of Block 1, being a subdivision of part of the Southwest Quarter of the Northwest Quarter of Section 17, Township 9 South, Range 28 East, Surveyed by A.A. Dooley, CE, April 1909 and recorded in Map Book 1, page 144, St. Johns County records on May 29, 1909.

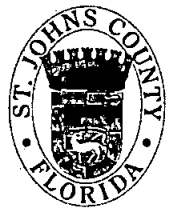


2019 Aerial Imagery  
December 26, 2019

## License Agreement Park Avenue

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0790

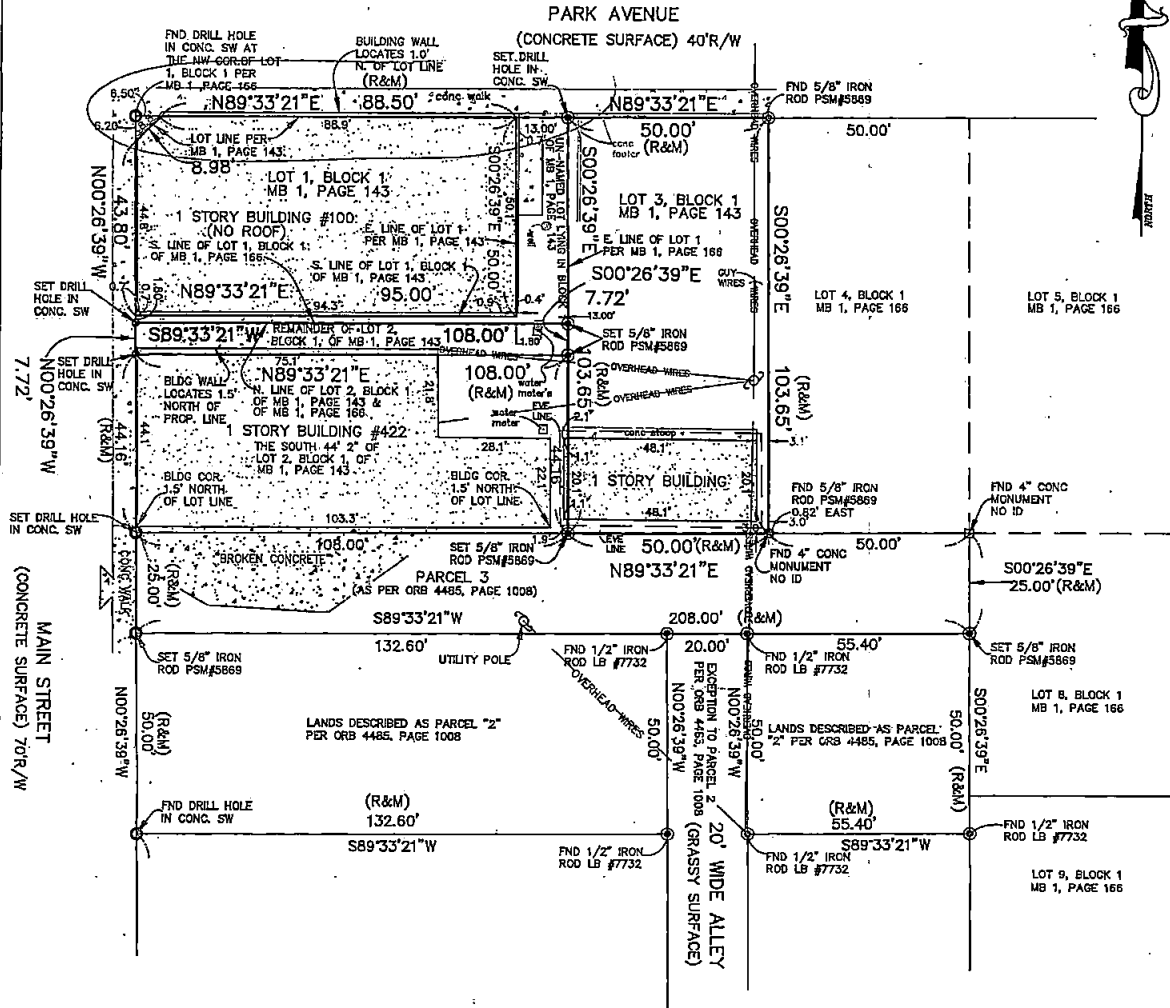
Disclaimer:  
This map is for reference use only.  
Data provided are derived from multiple  
sources with varying levels of accuracy.  
The St. Johns County Real Estate  
Division disclaims all responsibility  
for the accuracy or completeness  
of the data shown hereon.



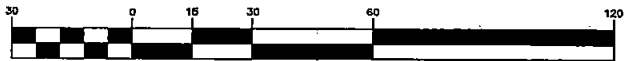
# MAP TO SHOW SURVEY OF

DESCRIPTION: (AS PER OFFICIAL RECORDS BOOK 4760, PAGE 1491)

OT 1, 2 AND 3 OF BLOCK 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, SURVEYED BY A.A. DOOLEY, CE, APRIL 1909, AND RECORDED IN MAP BOOK 1, PAGE 143, ST. JOHNS COUNTY RECORDS ON MAY 29, 1909, EXCEPTING THEREFROM THE SOUTH 44 FEET AND 2 INCHES OF SAID LOT 2 OF BLOCK 1.



## GRAPHIC SCALE



( IN FEET )

1 inch = 30 ft.

### SURVEYORS NOTES:

1. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN, LEGAL DESCRIPTION PROVIDED BY CLIENT.
3. BEARING DATUM BASED ON THE E. R/W LINE OF MAIN STREET LINE BEARS N 00°26'39" W. (PER FDOT R/W MAP SECTION 78050-2519)
4. THIS IS A BOUNDARY AND LOCATION SURVEY.
5. CORNERS AS NOTED
6. THIS PROPERTY LIES IN FLOOD ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE 12109C0432J & 12109C0434J, MAP DATED 12/07/2019 FOR ST. JOHNS COUNTY, FLORIDA

FIELD DATE: 10/08/2019

I HEREBY CERTIFY THIS SURVEY EXCLUSIVELY TO:  
JAMES RANDALL, DUKES AND LORI E. DUKES

- LEGEND:
- |   |                             |
|---|-----------------------------|
| FND. = FOUND                                | (R&M) = RECORD AND MEASURED |
| CONC. = CONCRETE                            | A/K/A = ALSO KNOWN AS       |
| R/W = RIGHT OF WAY                          | MB = MAP BOOK               |
| ORB = OFFICIAL RECORDS BOOK                 | SW = SIDEWALK               |
| M = MEASURED                                | LB = LIASENS BUSINESS       |
| R = RECORD                                  | COR = CORNER                |
| BLDG = BUILDING                             |                             |
| PSM = PROFESSIONAL SURVEYOR AND MAPPER      |                             |
| FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION |                             |

\* THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY BY PROFESSIONAL INSURANCE. \*

CECIL W. TURLINGTON III  
PROFESSIONAL SURVEYOR AND MAPPER  
1016 DEER CHASE DRIVE  
ST. AUGUSTINE, FL 32086  
PHONE: 904-806-2279

CERTIFICATION: I HEREBY CERTIFY, that the survey shown hereon was made under my direction and supervision and is correct to the best of my knowledge and belief and it meets minimum technical standards as set forth in chapter FJ-17, Florida Administrative Code, pursuant to section 472.027, Florida Statutes.

*Cecil W. Turlington III*  
CECIL WESTLEY TURLINGTON, III P.S.M. NO. 5869  
PROFESSIONAL SURVEYOR AND MAPPER  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DRAWN BY: CWT	JOB NO: 19-007
SCALE: 1" = 30'	SHEET 1 OF 1