

RESOLUTION NO. 2021- 39

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A LICENSE AGREEMENT TO ALLOW CERTAIN IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF THIRD STREET; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LICENSE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County (“County”) has received a request from Jolene J. Merritt (“Merritt”), the owner of certain property located within St. Johns County, Florida at 4300 Coastal Highway Merritt, to construct and maintain an access within a portion of the County right-of-way known as of Third Street adjacent to the Property (the “County Right-of-Way”); and

WHEREAS, the improvements which are and may be constructed within the County Right-of-Way include a paved driving surface and related improvements (collectively, the “Right-of-Way Improvements”); and

WHEREAS, the County and Merritt have agreed to enter into a License Agreement, attached hereto as Exhibit “A,” incorporated by reference herein, setting forth the terms, conditions, provisions, and requirements of the use of the County Right-of-Way and the Right-of-Way Improvements.

WHEREAS, entering into the License Agreement is in the best interest of the County for the health, safety and welfare of its citizens.

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

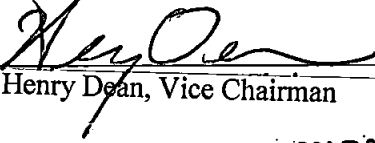
Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as finds of fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the License Agreement with Jolene J. Merritt, and authorizes the County Administrator, or designee, to execute the License Agreement in substantially the same form and format as attached hereto.

Section 3. 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 of St. Johns County, Florida, this 19 day of January, 2021.

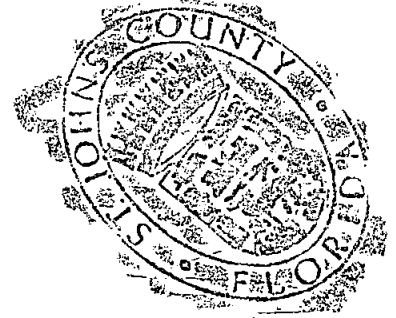
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Henry Dean, Vice Chairman

RENDITION DATE 1/21/21

ATTEST: Brandon J. Patty, Clerk & Comptroller

By: 
Deputy Clerk



LICENSE TO USE/HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this 19 day of December, 2020, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("County"); and **JOLENE J. MERRIT**, as Trustee of the **JOLENE MERRIT REVOCABLE TRUST**, dated December 14, 2015, whose address is 263 Old Dam Rd., Fairfield, Connecticut 06824 ("Licensee")

Recitals

WHEREAS, the Licensee is the owner of the following described property:

A parcel of land in Government Lot 2, Fractional Section 29, Township 6 South, Range 30 East, St. Johns County, Florida, and Lot 1, Block "A", North Beach Subdivision, as recorded in Map Book 3, Page 28, of the Public Records of St. Johns County, Florida, as more particularly set forth on Exhibit "A" attached hereto and by this reference made a part hereof as though set out in full herein.

(the "Property"); and

WHEREAS, the County has received a request from Licensee to construct and maintain an access within the County right-of-way known as of Third Street, as further described in Exhibit "B" attached hereto and by this reference made a part hereof as though set out in full herein (the "County Right-of-Way"); and

WHEREAS, the improvements which are and may be constructed within the County Right-of-Way include a paved driving surface and related improvements (collectively, the "Right-of-Way Improvements"); and

WHEREAS, the Licensee shall have the sole responsibility for the maintenance, repair and replacement of the Right-of-Way Improvements; and

WHEREAS, the County has agreed to allow the Right-of-Way Improvements to be installed, constructed or maintained within the County Right-of-Way only if the Licensee agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Right-of-Way Improvements and certain other conditions.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the Licensee and the County agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization

A. The licensee may place, construct and/or maintain, or cause to be placed, constructed and/or maintained, the Right-of-Way Improvements within the County Right-of-Way under the terms and conditions contained herein. The licensee shall not expand, modify or substantially replace the Right-of-Way Improvements without the prior written approval of the County.

B. Maintenance, repair and replacement of the Right-of-Way Improvements shall be the sole responsibility, and at the sole expense, of the licensee. The Right-of-Way Improvements shall be maintained to St. Johns County standards at all times. The County shall have no responsibility for the maintenance, repair, or replacement of the Right-of-Way Improvements.

C. The licensee shall keep and maintain the County Right-of-Way free from any obstruction to or interference with public access, including but not limited to public pedestrian and bicycle access to the Southernly twenty-five (25) feet of the Right-of-Way. The County retains the right to remove any obstruction to or interference with public access and shall be reimbursed by the licensee for the costs and expenses of the removal of any such obstruction or interference.

1). The licensee and its successors and assigns shall remove or relocate the Right-of-Way Improvements at its expense, upon the written request of the County, for any reason, at any time in the future.

Section 3. Indemnification. To the extent permitted by Florida law, the licensee agrees to protect, defend, indemnify and hold the County, its agents, elected officials, officers, employees and agents, free and unharmed from and against any, and all, third party (including employees of the licensee and its contractors and subcontractors) claims, liability, losses and/or cause of action, which may arise from any negligent act or omission of the licensee and/or its employees, agents and contractors (including court costs and reasonable attorneys' fees) associated with or connected with the use of the County Right-of-Way by the licensee and its employees, agents, and contractors, including ingress and egress hereinto.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the County Right-of-Way, whether in existence on the date hereof or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application hereof, 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 prescribed application hereof, shall

be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida without regard to choice of law provisions. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Assignment. Licensee may assign, transfer and/or sell any of the rights noted in this Agreement only upon the written consent of the County, which such consent shall not be unreasonably withheld, and providing that any assignment shall fully bind the assignee as a successor Licensee to this Agreement.

Section 8. Amendments. Both the County and the Licensee acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both the County and the Licensee acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the Licensee.

Section 9. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

Section 10. Removal of Right-of-Way Improvements. The County reserves the right to remove, or require the removal of, the Right-of-Way Improvements, if it is determined that the right-of-way is needed for County purposes.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the County and the Licensee have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida

(sign) _____
(print) _____

By: _____
Hunter S. Conrad
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by Hunter S. Conrad, as County Administrator for St. Johns County, a political subdivision of the State of Florida, who is personally known to me.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

(sign) [Signature]
(print) K. [Name]

(sign) [Signature]
(print) C. [Name]

JOLENE J. MERRITT, as Trustee of
the JOLENE MERRITT
REVOCABLE TRUST, dated
December 14, 2015

By: [Signature]
Jolene J. Merritt

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical
presence or (1) online notarization, this 01 day of December, 2020, by Jolene J.
Merritt, as Trustee of the Jolene Merritt Revocable Trust, dated December 14, 2015.

[Signature]
Notary Public
My Commission Expires 03/03/2024

Personally Known or Produced Identification
Type of Identification Produced — FLDL

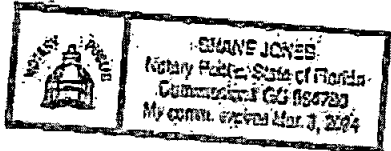


EXHIBIT "A"

The Property

EXHIBIT "A"

Commencing at the Intersection of the North Line of said Government Lot 2 with the East Right of Way Line of State Road No. A1A, a 66 foot Width Right of Way; Thence South 14 Degrees 28 Minutes 32 Seconds East, on said East Right of Way Line 180.71 feet to the Point of Beginning at the Northwest Corner of the Herein Described Parcel of Land; Thence North 75 Degrees 31 Minutes 28 Seconds East 151 Feet more or less to the Atlantic Ocean; Thence Southerly along said Ocean 72 Feet more or less; Thence South 66 Degrees 38 Minutes 21 Seconds West, on the South Line of said Block "A", 152 Feet more or less; Thence North 14 Degrees 28 Minutes 32 Seconds West, on said East Right of Way Line of State Road, 95.71 Feet to the Point of Beginning.

Together with a Triangular Shaped parcel of land in Government Lot 2 Fractional Section 29, Township 6 South, Range 30 East, St. Johns County, Florida, being described and bounded as follows: Bounded on the North by property described in Deed recorded in Official Records Book 1329, Page 1739, of the Public Records of said County; bounded on the South by the North Line of North Beach Subdivision Recorded in Map Book 3, Page 28, of the Public Records of said County and bounded on the East by the Atlantic Ocean.

Less and except any part lying within public road right of way

EXHIBIT "B"

The County Right-of-Way

A 60 foot right-of-way known as Third Street, North Beach Subdivision, as recorded in Map Book 3, page 28, of the public records of St. Johns County, Florida, lying east of Coastal Highway.



Map created with St. Johns County's iMap

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 herein.

Date Created: 12/11/2020

4300 Coastal Highway

