

RESOLUTION NO. 2023- 122

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LICENSE AGREEMENT FOR CONSTRUCTION STAGING AREA PROVIDED BY GATE PETROLEUM COMPANY AND RATIFYING ITS EXECUTION BY THE COUNTY ADMINISTRATOR.**

**RECITALS**

**WHEREAS**, the Florida Department of Transportation (FDOT) is currently constructing, reconstructing, or otherwise changing a public road and making improvements at the SR16 and I-95 interchange; and

**WHEREAS**, on Thursday, March 9<sup>th</sup>, the FDOT inadvertently broke a St. Johns County utility line running along State Road 16. Gate Petroleum Company (Gate) agreed to allow St. Johns County Utility Department to use their property as a construction staging area while emergency repairs were made to the utility line. Gate presented to the County a License Agreement for Construction Staging Area, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for execution by a St. Johns County representative; and

**WHEREAS**, due to the urgent nature of the repairs, the County Administrator executed the License Agreement; and

**WHEREAS**, it is in the best interest of the County for the Board of County Commissioners to approve the terms and ratify the License Agreement for Construction Staging Area executed by the County Administrator.

**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.

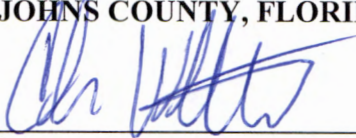
Section 2. The Board of County Commissioners hereby approve the terms and ratify the License Agreement for Construction Staging Area executed by the County Administrator.

Section 3. To the extent that there are typographical, scrivener 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.

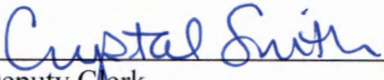
Section 4. The Clerk of the Court is instructed to record the original License Agreement for Construction Staging Area in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 18th day of April, 2023.

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

BY:   
Christian Whitehurst, Chair

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

  
Deputy Clerk

**Rendition Date** APR 18 2023



## **LICENSE AGREEMENT FOR CONSTRUCTION STAGING AREA**

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is made as of the \_\_ day of March, 2023 by and between **GATE PETROLEUM COMPANY**, a Florida corporation, whose address is PO Box 23627, Jacksonville, Florida 32241 (hereinafter referred to as "GATE"), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084 (hereinafter referred to as "SJC").

GATE is the owner of certain real property located in St. Johns County, Florida as described in **Exhibit A** and incorporated herein (the "GATE Property").

SJC needs to repair certain utilities infrastructure under and within in the Rights of Ways adjacent to the GATE Property and requires a temporary easement and license for the staging of certain equipment and vehicles on a portion of the GATE Property as more particularly depicted on the map attached hereto as **Exhibit B** and incorporated herein.

Subject to the terms and conditions provided in this Agreement, GATE hereby grants to SJC, its agents, contractors, and employees a temporary license to enter upon the GATE Property for the limited purpose of storing goods, equipment, materials and supplies to be used by it in the construction and installation of the utilities and associated construction activity (the "Activities").

NOW, THEREFORE, for and in consideration of the sum of \$1.00, paid by SJC to GATE, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The license shall commence upon the execution of this Agreement and shall automatically expire at 12:00 midnight on April 17, 2023 (the "Term"). GATE reserves the right to terminate this Agreement and the temporary use at any time, in its sole and absolute discretion, upon thirty (30) days advance written notice to SJC.

2. SJC shall not store hazardous substances of any kind or charter on the GATE Property, or allow petroleum based fuels to be stored on the GATE Property (such prohibition does not prohibit any such fuels from being kept in the fuel tanks of equipment and vehicles that may be stored or located on the GATE Property from time to time). SJC's use of the GATE Property shall not impede GATE's access to the remainder of the GATE Property.

3. SJC shall conduct the Activities and shall otherwise enter upon the GATE Property at its sole risk, cost and expense and in conformity with all laws, rules and regulations. GATE makes no representation or warranties as to the suitability of the GATE Property for the proposed use. SJC shall be responsible for confirming the suitability of the GATE Property for the proposed use, obtaining all permits required for the Activities (if any), preparing the GATE Property for the Activities, and overseeing the Activities. SJC hereby waives and relinquishes any and all claims, liabilities, causes of action, demands, costs and expenses related to the subject matter of this Agreement now or hereafter arising in SJC or any of its employees', contractors' or agents' favor with respect to injury to persons or property occasioned by, directly or indirectly, the conditions of the GATE Property or any improvements thereon or any other facts or occurrences with respect to SJC's conduct under this Agreement except to the extent caused by the willful negligence or intentional misconduct of GATE, its employees, contractors or anyone

for whose acts GATE may be liable. All property kept, parked, or stored on the GATE Property during SJC's use of the GATE Property shall be so kept, parked or stored at the sole risk of SJC. GATE shall not be responsible for any loss or damage to SJC property and SJC shall hold GATE harmless from any claims arising out of loss or damage to any such property, except to the extent caused by the willful negligence or intentional misconduct of GATE, its employees, contractors or anyone for whose acts GATE may be liable. Any and all security necessary for the use of the GATE Property by SJC shall be provided by SJC.

4. In consideration of the granting of the license, SJC hereby agrees to indemnify, defend and hold GATE harmless from and against any and all claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such claims are caused by the negligence of SJC or any officer, employee, representative or agent of SJC, including reasonable attorneys' fees and court costs. Nothing herein shall be construed as a waiver of SJC's sovereign immunity nor as its consent to be sued by third parties. SJC's liability is limited in an amount not to exceed the monetary limits on liability and attorney's fees and costs set forth in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract. SJC shall (i) obtain a policy or policies of general liability insurance which shall insure GATE with liability insurance limits of not less than \$1,000,000 combined single limit for personal injury and property damage and name GATE as additional insured; and (ii) provide GATE with certificates of insurance evidencing that SJC and SJC's agents, if any, have obtained the aforementioned policy or policies of insurance.

5. After conducting its Activities, or at the end of Term, whichever first occurs, SJC shall, at its sole cost and expense, restore the GATE Property to substantially the same condition as exists on the date of this Agreement. The site shall also have all trash, debris and stabilization rock removed, and the site finished graded to the original grade. Within ten (10) days following the expiration of the Term, GATE shall inspect the GATE Property and advise SJC of any conditions that exist requiring that SJC correct them and to restore the GATE Property to the condition required hereunder. Should SJC's use of the GATE Property result in any damage to any other part of GATE's property or any landscaping, or improvements thereon, SJC shall repair or reimburse GATE for all such damages. If SJC fails to complete any repairs or restoration required hereunder within thirty (30) days written notice from GATE, GATE may immediately terminate this Agreement and take such actions as may be necessary to repair and restore the GATE Property to the condition required hereunder. SJC shall reimburse GATE for any such repair and restoration costs incurred.

6. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. SJC may not assign or transfer its rights hereunder to any person or party without GATE's prior written consent, which may be withheld in its sole and absolute discretion.

7. GATE AND SJC, JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY. In connection with any litigation brought to enforce or interrupt this Agreement, the prevailing party shall be entitled to recover all costs therein incurred including reasonable attorneys' fees at trial and on appeal.

8. GATE warrants to SJC that it has the full power, right and authority enter into this Agreement and to grant the license.

Signed and sealed on the date first above written.

GATE:

SJC :

**GATE PETROLEUM COMPANY**

**ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Name: Rebecca Hamilton  
Its: Vice President

By: \_\_\_\_\_  
Name: Hunter S. Conrad  
Its: County Administrator

Address for notices:

Address for notices:

Attn: Becky Hamilton  
PO Box 23627  
Jacksonville, FL 32241

Attn: Real Estate Department  
500 San Sebastian View  
St. Augustine FL 32084

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The Land referred to herein below is situated in the County of St. Johns, State of Florida, and is described as follows:

THAT CERTAIN TRACT OR PARCEL OF LAND BEING PART OF SECTIONS 5 AND 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH  $03^{\circ}50'30''$  WEST, ALONG THE WESTERLY LINE OF SAID SECTION 5, A DISTANCE OF 320.79 FEET; THENCE SOUTH  $75^{\circ}44'19''$  EAST, 208.22 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. 16 - INTERSTATE 95 INTERCHANGE; THENCE SOUTH  $75^{\circ}44'19''$  EAST, 349.19 FEET; THENCE SOUTH  $16^{\circ}44'16''$  WEST, 65.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $73^{\circ}45'44''$  EAST, 114.44 FEET; THENCE SOUTH  $16^{\circ}14'16''$  WEST, 249.34 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16 - INTERSTATE 95 INTERCHANGE; THENCE NORTH  $73^{\circ}45'44''$  WEST, ALONG SAID NORTHERLY RIGHT OF WAY, 111.16 FEET; THENCE NORTH  $50^{\circ}59'46''$  WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16- INTERSTATE 95 INTERCHANGE, 3.55 FEET; THENCE NORTH  $16^{\circ}14'16''$  EAST, 247.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Gate Petroleum Company  
2370 State Road 16 (PIN 087770-0020)





March 24, 2023

License Agreement for  
Construction Staging Area

*Gate Petroleum Company*

Land Mngt. Systems  
Real Estate Division  
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 herein.

