

RESOLUTION NO. 2010- 261

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 EXTENSION FOR CONTINUED USE OF A COUNTY PROPERTY LOCATED AT 3640 GAINES ROAD.

RECITALS

WHEREAS, Elleness, LLP., a Florida limited liability partnership, has requested an extension of the License Agreement on property located at 3640 Gaines Road, St. Augustine, Florida, for a monthly fee of \$200.00 collected monthly, attached hereto as Exhibit "A" incorporated by reference and made a part hereof; and

WHEREAS, by Resolution Number 2009-336, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, authorizing the extension of the License Agreement on a portion of County owned property located at 3640 Gaines Road for resident security for a fee of \$1.00 annually; and

WHEREAS, Elleness, LLP., wishes to extend the License Agreement for the mobile home site. The mobile home is used by a deputy for security, and the Fire Services Department is in agreement with the extension of this License Agreement for an additional year; and

WHEREAS, this is a revocable license and should the County determine a need for the property the County could reclaim the property in (90) ninety days.

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 Extension and authorizes the County Administrator, or designee, to execute said License Agreement Extension.

Section 3. To the extent that there are typographical 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 Courts of St. Johns County is instructed to record the original License Agreement Extension in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 7th day of December, 2010.

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

BY: J. Ken Bryan

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 12/15/10



**LICENSE AGREEMENT
EXTENSION**

THIS LICENSE AGREEMENT, made and executed this ____ day of _____, 2010, 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 **Elleness, LLP., a Florida limited liability partnership**, whose address is 4960 Vogel Road, St. Augustine, Florida 32092, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License Agreement Extension for a term of 1 year which is authorizing use of a portion of County property located 3640 Gaines Road for a mobile home which is leased to a County Deputy for security purposes; and

WHEREAS, the expiring License Agreement is attached as Exhibit "A", incorporated by reference and made a part hereof, hereinafter the "Premises"; and

WHEREAS, all other terms, conditions, and provision shall remain the same and in full force.

1. To use above described Premises for a term of an additional one (1) year commencing on November 27, 2010 and expiring on November 26, 2011. With an option to renew as stated in License Agreement dated 11-27-06. The Licensee paying therefore a fee of \$200.00 per month plus sales tax for the term of this License Agreement.
2. Although the Licensee may enter and use the subject Premises for the mobile home site, 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 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.
4. Licensee shall restore the Premises to its original condition upon destruction or termination or expiration of this license, or any renewals, thereof.
5. The Licensee shall make no improvements to the subject Premises, except routine maintenance without the 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.

6. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.
7. 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.
8. 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.
9. The "Licensee" **Elleness, LLP, a Florida limited liability partnership**, 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.
10. 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 ninety (90) 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.
11. 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.
12. 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 Mobile Home within said ninety (90) day period, and

13. Licensee reserves the right to terminate this license by giving the County a ninety (90) day notice in writing.
14. 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 _____, 2010, by Michael D. Wanchick, County Administrator who is personally known to me or has produced a valid driver license as identification.

Notary Public
My Commission Expires: _____

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

**ELLENES, LLP a Florida limited
liability partnership**

Witness
Print Name: _____

Scott M. Yeoman
Its: General Manager

Witness
Print Name: _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 2010, by _____ who is personally known to me or has produced a valid driver license as identification.

Notary Public
My Commission Expires: _____

RESOLUTION NO. 2009- 336

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT EXTENSION TO ELLENES, LLP. FOR A MOBILE HOME ON COUNTY PROPERTY LOCATED AT 3640 GAINES ROAD.

RECITALS

WHEREAS, Elleness, LLP., a Florida limited liability partnership, has requested an extension of the License Agreement on property located at 3640 Gaines Road, St. Augustine, Florida, attached hereto as Exhibit "A" incorporated by reference and made a part hereof; and

WHEREAS, by Resolution Number 2008-347, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, authorizing the extension of the License Agreement on a portion of County owned property located at 3640 Gaines Road for resident security for a fee of \$1.00 per year; and

WHEREAS, Elleness, LLP., wishes to extend the License Agreement for the mobile home site. The mobile home is used by a deputy for security, and the Fire Services Department is in agreement with the extension of this License Agreement for an additional year; and

WHEREAS, this is a revocable license and should the County determine a need for the property the County could reclaim the property in (90) ninety days.

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 Extension and authorizes the County Administrator or designee to execute said License Agreement Extension.

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.

Section 4. The Clerk of the Courts of St. Johns County is instructed to record the original License Agreement Extension in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 17th day of November, 2009.

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

BY: *Ron Sanchez*

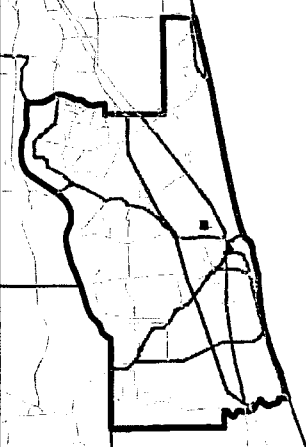
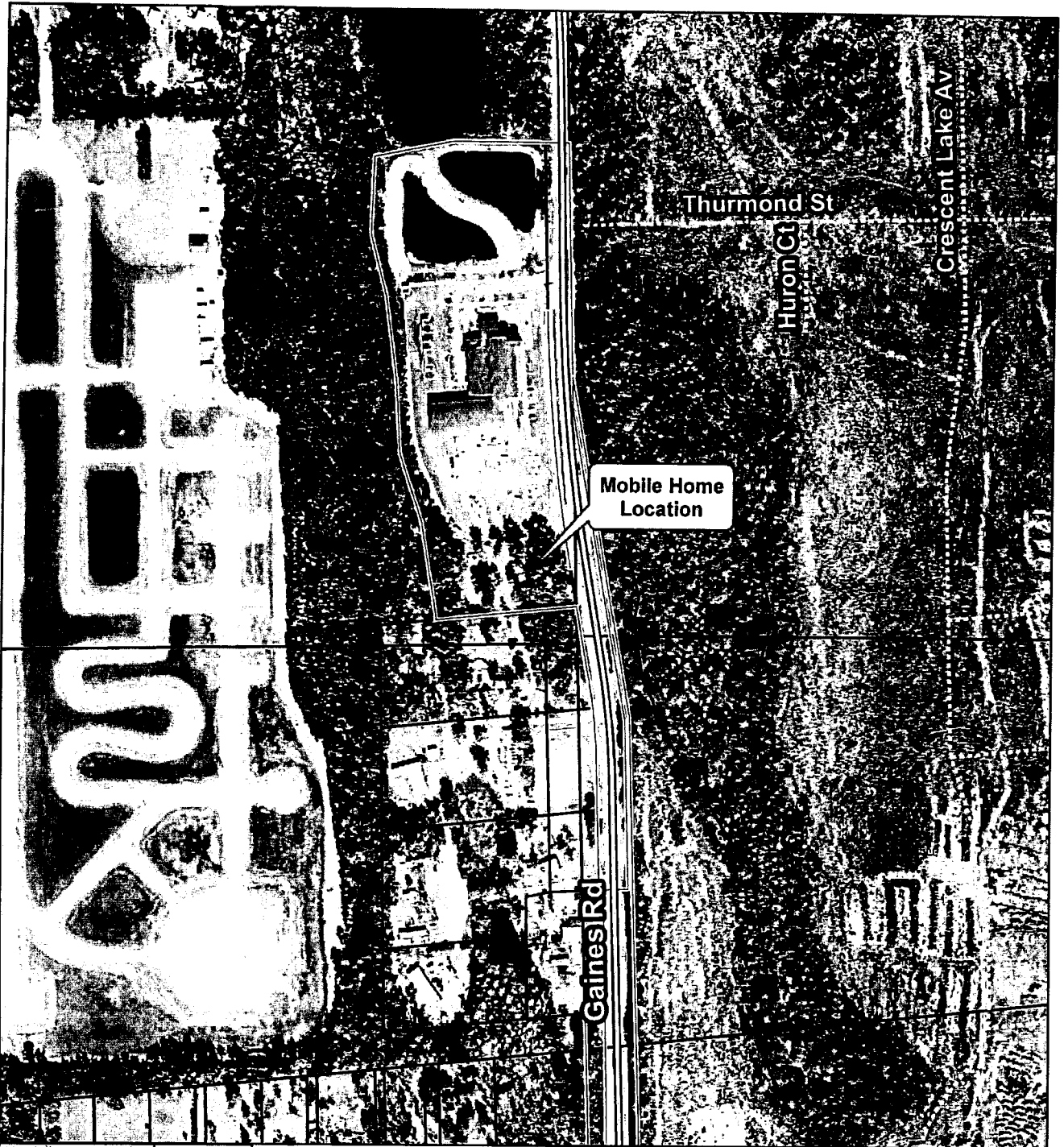
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

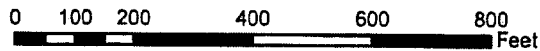
By: *Pam Halteman*
Deputy Clerk

RENDITION DATE 11/19/09





Gaines Road License Agreement Resident Security



2008 Aerial Imagery

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
October 20, 2009
(904) 209-0794

DISCLAIMER.
This map is for reference use
only. Data provided are derived
from multiple sources with
varying levels of accuracy.