

RESOLUTION NO. 2012-154

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A LICENSE AGREEMENT FOR THREE BUS SHELTERS ON CITY PROPERTIES ON KING STREET AND ADJACENT TO THE MAIN LIBRARY ON US #1 NORTH AND AUTHORIZING THE BOARD CHAIR, OR DESIGNEE, TO EXECUTE THE LICENSE AGREEMENT.

RECITALS

WHEREAS, the City of St. Augustine has executed and presented to the County a License Agreement for placement of three Bus Shelters on City properties, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, in connection with the St. Johns County Bus Shelter installation project; and

WHEREAS, the License Agreement is required to allow placement of the bus shelter on the City property along the Sunshine Bus route. The construction of the shelter is funded by the Federal Transit Administration Grant which will allow eleven bus shelters to be installed throughout the County; and

WHEREAS, it is in the best interest of the County to accept the Bus Shelter Agreement for the safety and welfare of the citizens waiting for the bus; and

WHEREAS, to the extent that there are scrivener, typographical 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.

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

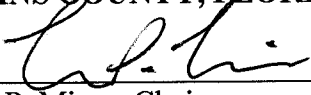
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described License Agreement attached and incorporated hereto, is hereby accepted by the Board of County Commissioners and the Board Chair, or designee, is authorized to execute the Agreement.

Section 3. The Clerk of the Circuit Court is instructed to record the original License Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 5th day of June, 2012.

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

By: 
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

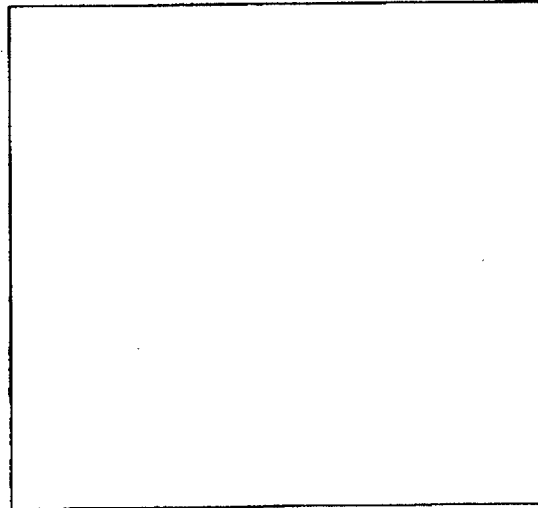
By: 
Deputy Clerk

RENDITION DATE 6/7/12



Exhibit "A" to Resolution

This instrument was prepared by Ronald W. Brown,
City Attorney, P.O. Box 210, St. Augustine, FL,
32085



LICENSE FOR USE OF CITY PROPERTY

COMES NOW THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation ("Grantor"), whose address is P.O. Box 210, St. Augustine, Florida 32085-0210, and grants to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, a non-exclusive, revocable License for the permissive use of the Grantor's property, situated in the State of Florida, County of St. Johns, and City of St. Augustine and described in Exhibit "A," attached hereto and incorporated herein by reference, for the purpose of constructing, maintaining and operating public bus shelters at three (3) locations.

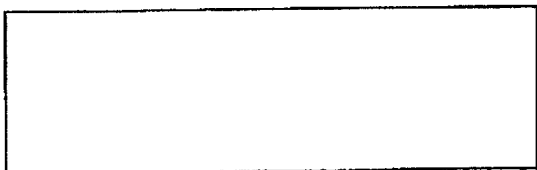
This License is subject to the following terms and conditions:

1. The Grantor may revoke this License at any time by delivery to the Grantee of written notice of revocation directed to the Grantee.

2. All notices required by this License shall be effected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient Grantor or Grantee and as described below:

GRANTOR:

City of St. Augustine
Attn: Director, Public Works Department
P.O. Box 210
St. Augustine, FL 32085



GRANTEE:

St. Johns County, Florida
Attn: Patrick McCormack
500 San Sebastian View
St. Augustine, FL 32084

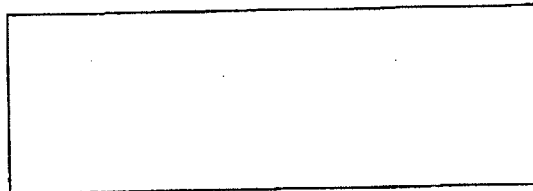
3. Grantor grants this License to Grantee for a term not to exceed five (5) years, commencing on _____ and terminating on _____, 2014 for use of Grantor's Property but only to the extent required by Grantee for use as bus shelter space for use by the public.

4. Grantor grants this License to Grantee on a continuing basis for use of the Grantor's property but only to the extent required by Grantee for the use and maintenance of bus shelters constructed and located by the Grantee at three (3) locations, on the Licensed Property. Grantee shall not use the Licensed Property for parking, storage or placement of any structure other than the bus shelters described herein without the written permission of the City Manager or his designee.

5. Grantee shall not occupy or use said Licensed Property, nor shall Grantee permit the occupation or use of said property, for any purpose other than those purposes expressly permitted by this License.

6. In addition to any other reservations made herein, Grantor, in its sole discretion, may deem it in the public interest to use the subject Licensed Property, or any portion thereof, for any public purpose and, therefore, declare a need to remove the Grantee's improvements. In that event, Grantor shall give Grantee thirty (30) days' written notice of revocation and cancellation of this License. Grantee shall have a reciprocal right of cancellation of this License upon thirty (30) days' written notice to the Grantor.

7. During the term of this License, Grantor shall bear no responsibility for the maintenance of any improvements made by Grantee within the Licensed Property, and Grantee shall, at Grantee's sole expense, keep all such improvements in good order and repair. Specifically, Grantee shall keep the bus shelters in a clean and sanitary condition, free from graffiti, handbills or other signage other than signage approved by the City Manager or his designee.

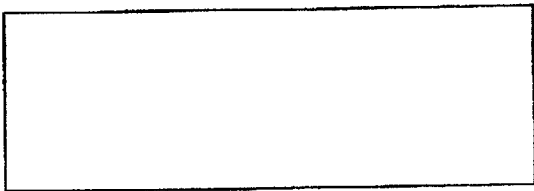


8. Grantee shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of Grantor.

9. Grantee, to the extent allowed by law, shall indemnify Grantor and hold Grantor harmless for any and all claims for damages, costs and expense to any person or property, whether real or personal, due to any act or omission of Grantee, or any contractor, subcontractor, representative, agent, customer or employee of Grantee, arising out of the use of the Grantor's property subject to this License. This provision shall be full and total indemnity against any kind or character of claim whatsoever which may be asserted against the City of St. Augustine by reason of, or as a consequence of, having granted permission to Grantee to use and maintain the Licensed Property.

10. Grantee, at all times during the term hereof, shall carry public liability insurance against personal injury and property damage with a company authorized to conduct business in the State of Florida and satisfactory to the Grantor, protecting the City of St. Augustine against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by Grantee of the Grantor's Licensed Property. Said insurance shall name the City of St. Augustine as an additional insured with limits of coverage not less than: \$300,000, bodily injury or death, each person; \$1,000,000, bodily injury or death, each accident; \$1,000,000, property damage, each individual claim; and \$500,000, property damage, each accident. Grantee shall supply written proof of insurance to Grantor within fifteen (15) days of the date of execution of this License and shall continue to supply such proof to Grantor annually on the anniversary date of the execution of this License. Grantor's representative with regard to providing the written proof required herein shall be the City Manager for the City of St. Augustine, P.O. Box 210, St. Augustine, Florida, 32085-0210, unless and until Grantor notifies Grantee otherwise in writing.

11. Upon the notice of termination or cancellation of this License by Grantor or Grantee, this License shall become null and void, at which time Grantee shall remove all improvements located within the right-of-way within thirty (30) days of receipt of such notice of termination or cancellation. If such improvements are not removed within thirty (30) days of initial notice, Grantor may remove such structures, and Grantee shall pay Grantor's costs of such removal within thirty (30) days of receipt of notice of such costs. If Grantee fails to pay such costs within thirty (30) days of



notice, Grantee shall be liable for all costs of collection, including court costs and attorney's fees incurred by Grantor to collect such costs.

12. Grantee, at Grantee's expense, shall record this License in the Public Records of St. Johns County, Florida.

13. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida.

14. Grantee, by acceptance of this License, acknowledges that the Grantee, and the Grantee's heirs, assigns and successors shall be unequivocally bound by the terms and covenants contained in this License.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this _____ day of _____, 2012.

ATTEST:

GRANTOR:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Alison Ratkovic, City Clerk

By: _____

Joe Boles, Jr., Mayor-Commissioner

Date: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

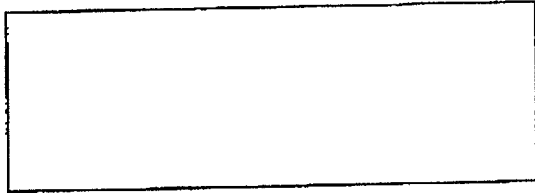
I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **JOE BOLES, JR., MAYOR OF ST. AUGUSTINE, FLORIDA**, who is personally known to me and is the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____, 2012.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Notary Public, State of Florida

CITY ATTORNEY



ATTEST:

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

Clerk of the Board of County
Commissioners of St. Johns
County, Florida

By: _____
Mark P. Miner, Chair

Date: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **MARK P. MINER, CHAIR, BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, who is personally known to me and is the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____, 2012.

Notary Public, State of Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

EXHIBIT "A" TO AGREEMENT

The Licensed Property

PARCEL ONE:

WEST ST. AUGUSTINE BUS STOP EASEMENT – SOUTH SIDE

A PORTION OF LOT 3, BLOCK 9, OF THE DANCY TRACT, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTION 41, TOWNSHIP 7 SOUTH, RANGE 29 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT ALSO BEING THE INTERSECTION OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 214 (WEST KING STREET), (A VARIABLE WIDTH RIGHT OF WAY), WITH THE EXISTING WESTERLY RIGHT OF WAY LINE OF MADISON STREET (A 30' RIGHT OF WAY); THENCE SOUTH 84°14'16" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 214, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING THE NORTHERLY LINE OF PARCEL 106, AS RECORDED IN OR 2843, PAGE 1548, OF THE AFORE MENTIONED PUBLIC RECORDS, A DISTANCE OF 7.98 FEET; THENCE CONTINUE SOUTH 84°14'16" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 26.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°45'40 EAST A DISTANCE OF 9.00 FEET; THENCE SOUTH 84°14'20 WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 05°45'40 WEST A DISTANCE OF 9.00 FEET; THENCE NORTH 84°14'16 EAST A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 212 SQUARE FEET MORE OR LESS.

PARCEL TWO:

WEST ST. AUGUSTINE BUS STOP EASEMENT – NORTH SIDE

A PORTION OF THE DANCY TRACT (ILLEGIBLE PLAT), AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA LYING IN SECTION 41, TOWNSHIP 7 SOUTH, RANGE 29 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE COUNTY ROAD 214 (WEST KING STREET) (A VARIABLE WIDTH RIGHT OF WAY), WITH THE EASTERLY LINE OF LOT 1, ALTAVILLA SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 49 OF SAID PUBLIC RECORDS; THENCE NORTH 05°44'00" WEST, ALONG SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF PARCEL 101 AS RECORDED IN OFFICIAL RECORDS 2843, PAGE 1540 OF THE AFOREMENTIONED PUBLIC RECORDS, A DISTANCE OF 7.21 FEET; THENCE NORTH 78°30'42 EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL 101, A DISTANCE OF 114.36 FEET; THENCE NORTH 84°34'56" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 186.78 FEET TO THE POINT OF

BEGINNING; THENCE NORTH 05°25'03 WEST A DISTANCE OF 9.00 FEET; THENCE NORTH 84°34'57" EAST A DISTANCE OF 24.00 FEET; THENCE SOUTH 05°25'03" EAST A DISTANCE OF 9.00 FEET; THENCE SOUTH 84°34'56" WEST, ALONG SAID NORTHERLY LINE OF PARCEL 101, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING. .

CONTAINING 216 SQUARE FEET, MORE OR LESS

PARCEL THREE:

MAIN LIBRARY BUS STOP EASEMENT-WEST

A PARCEL OF LAND IN SECTION 46, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT AN IRON PIPE ON THE WEST LINE OF SAN MARCO AVENUE MARKING THE SOUTHEAST CORNER OF THAT LAND LEASED BY THE CITY OF ST. AUGUSTINE TO THE ARMORY BOARD OF THE STATE OF FLORIDA AS DESCRIBED IN DEED BOOK 210, PAGE 98 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 74°38' 00" WEST AT RIGHT ANGLES TO SAN MARCO AVENUE ALONG A LINE BEING ALSO THE SOUTH LINE OF SAID LEASED LAND, A DISTANCE OF 337.44 FEET TO THE NORTHWEST CORNER OF THE ST. JOHNS COUNTY MAIN LIBRARY PARCEL AS RECORDED IN OFFICIAL RECORDS 637, PAGE 72, OF THE SAID PUBLIC RECORDS, THE SAME NORTHWEST CORNER HAVING A STATE PLANE COORDINATE (FLORIDA EAST ZONE, NAD83/90 DATUM, FEET) VALUE OF N2027355.51 AND E554231.13; THENCE SOUTH 84°31'48" WEST A DISTANCE OF 101.13 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH PONCE DE LEON BOULEVARD AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY, THE SAME POINT HAVING A STATE PLANE COORDINATE (FLORIDA EAST ZONE, NAD83/90 DATUM, FEET) VALUE OF N2027345.87 AND E554130.46, THE SAME POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 75°27'03" WEST A DISTANCE OF 5.00 FEET; THENCE NORTH 14°32'57" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 75°27'03" EAST A DISTANCE OF 5.00 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE AND A POINT ON A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 2241.81 FEET, A CENTRAL ANGLE OF 0°33'44", A CHORD BEARING OF SOUTH 14°31'13" EAST AND A CHORD DISTANCE OF 22.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 110 SQUARE FEET, MORE OR LESS.

EXHIBIT B

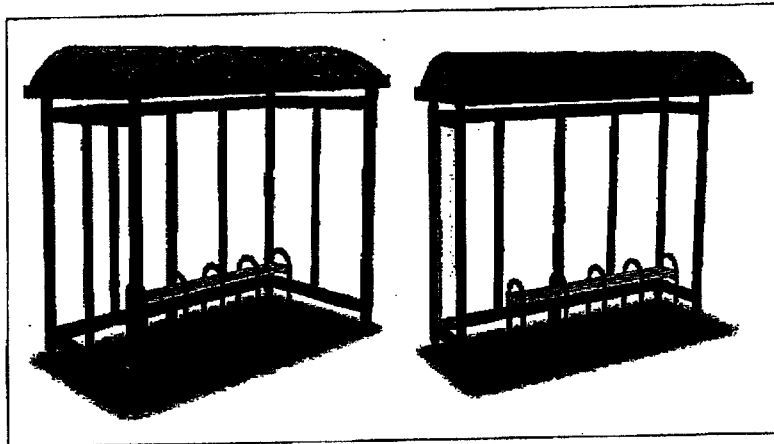
Bus Shelters

St. John's County

6' x 12' / 4'-6" x 12' Shelters

Sep/12/11

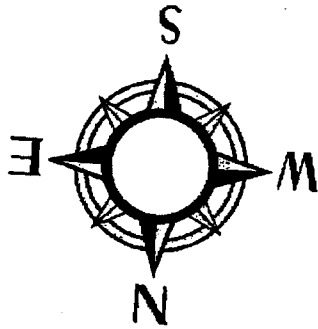
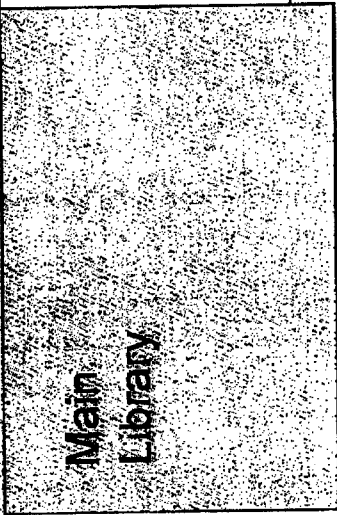
Bronze Thermaclear Roof



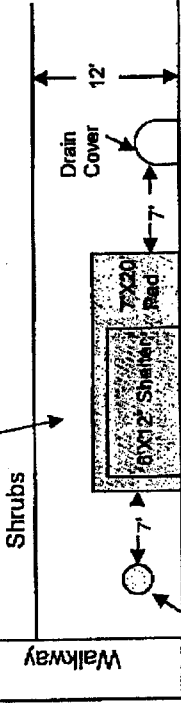
Note:
This is a planning level drawing.
The structure shown has not undergone
engineering checks and review.
Expect some changes to material and
structural dimensions.
This is a drawing provided with
embossed sketches for construction.

	<p>Office: 607.827.8314 www.decamil.com 1180 Parkside Ct. Suite 100 Durham, NC 27704</p>
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2 - St Johns County Main Library (East Side)



Parking lot

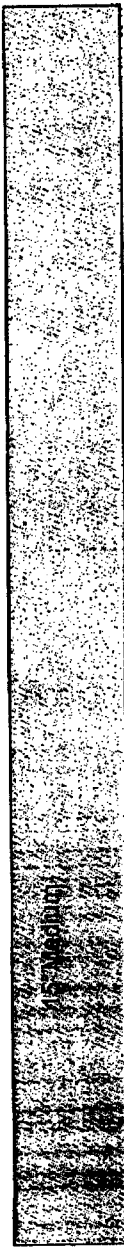


5' Side walk

5' Grass Strip

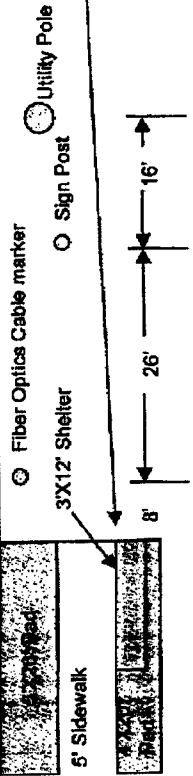
5'x20' Pad

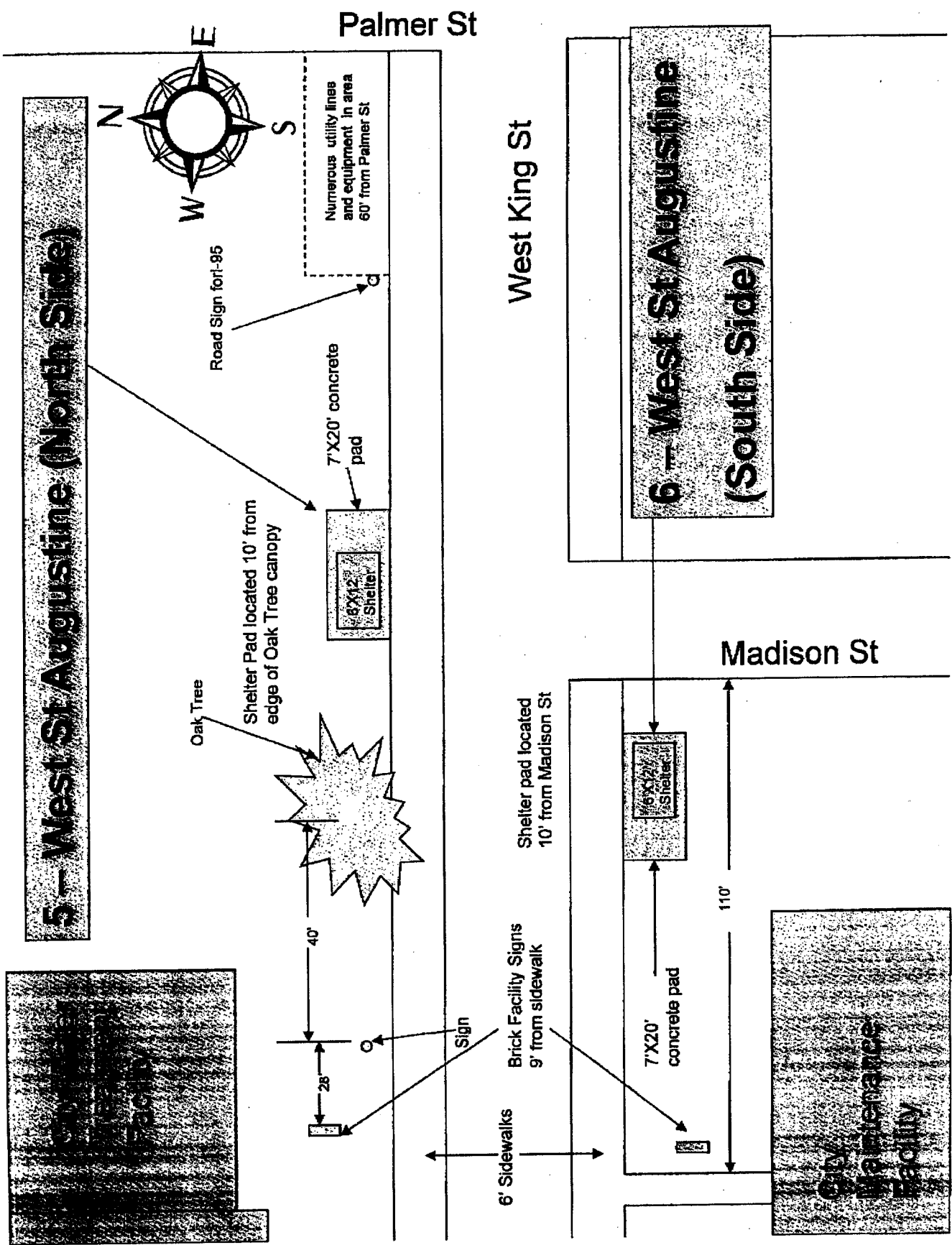
Ponce De Leon Blvd



CITY PROPERTY

3 - St Johns County Main Library (West Side)





5 - West St Augustine (North Side)

6 - West St Augustine (South Side)

Palmer St

West King St

Madison St

