

RESOLUTION NO. 2020- 113

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF A LICENSE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE CITY OF ST. AUGUSTINE, FLORIDA TO CONSTRUCT AND MAINTAIN A SIGN ON CITY OF ST. AUGUSTINE PROPERTY AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, St. Johns County proposes to place a Historic West Augustine monument sign on City of St. Augustine property located at the corner of W. King Street and S. Woodlawn Street; and

**WHEREAS**, the City of St. Augustine has executed and presented to the County a license agreement to allow placement and continued maintenance of the sign, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, and

**WHEREAS**, it is in the best interest of the County to approve the License Agreement for the purposes mentioned above.

**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.

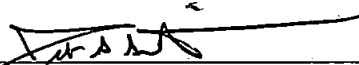
Section 2. The above described License Agreement is hereby approved by the Board of County Commissioners and the County Administrator, or designee, is hereby authorized to execute the License Agreement on behalf of the County.

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 in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of April, 2020.

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

By:   
Jeb S. Smith, Chair

**ATTEST:** Brandon Patty, Clerk

  
Deputy Clerk.

**RENDITION DATE** APR 9 2020

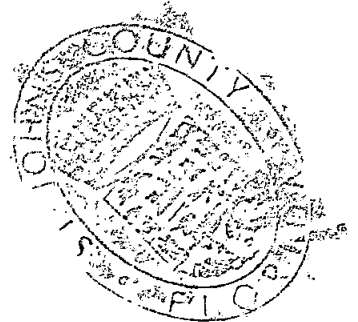


Exhibit "A" to Resolution

This instrument was prepared by Isabelle C. Lopez,  
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 ("Grantee"), whose address is 500 San Sebastian View, St. Augustine, FL 32084, a non-exclusive, revocable License for the permissive use of the Grantor's located at the southeast corner of West King Street and South Woodlawn Street, parcel identification number 1127900010, 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.

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 herein.
3. 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 installation, use and maintenance of a sign constructed and located by the Grantee within a portion of said property. Routine maintenance will include mowing the grass on the property and keeping it free from litter and refuse. Should the sign become damaged or vandalized, Grantee will promptly repair, replace, or remove it. Grantee shall not use the property for parking, storage or placement of any structure other than the sign described herein without the written permission of the City Manager or designee.



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

5. In addition to any other reservations made herein, Grantor, in its sole discretion, may deem it in the public interest to use the subject 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 one hundred eighty (180) days' written notice of revocation and cancellation of this License. Grantee shall have a reciprocal right of cancellation of this License upon one hundred eighty (180) days' written notice to the Grantor.

6. During the term of this License, Grantor shall bear no responsibility for the maintenance of any improvements made by Grantee within the property, and Grantee shall, at Grantee's sole expense, keep all such improvements in good order and repair.

7. 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.

8. To the extent permitted by law, the Grantee shall indemnify, defend, and hold the Grantor harmless from all claims and reasonable costs associated with this License. This provision relating to indemnification shall be subject to the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing in this section shall operate as a waiver of sovereign immunity on the part of the Grantee or the Grantor.

9. 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 right-of-way. Said insurance shall name the City of St. Augustine as an additional insured with



Limits of coverage not less than: \$200,000, bodily injury or death, each person; \$300,000, bodily injury or death, each accident; \$200,000, property damage, each individual claim; and \$300,000, 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.

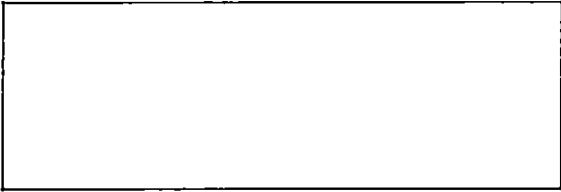
10. Upon the notice of termination or cancellation of this License by Grantor or Grantee, this License shall become null and void, at which time Grantee shall remove all improvements located within the property within thirty (30) days of receipt of such notice of termination or cancellation. If such 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.

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

12. 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.

13. 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.

**\* \* \* SIGNATURES APPEAR ON THE FOLLOWING PAGE \* \* \***



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this 13<sup>th</sup> day of January, 2020.

GRANTOR:

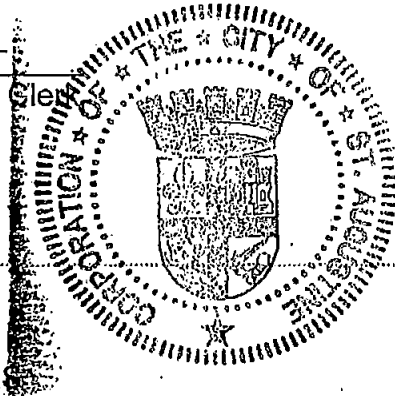
CITY OF ST. AUGUSTINE, FLORIDA,  
a municipal corporation

ATTEST:

By: T. W. Upchurch  
Tracy Upchurch, Mayor

Darlene Galambos  
Darlene Galambos, City Clerk

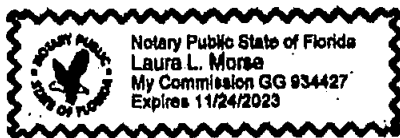
(SEAL)



STATE OF FLORIDA  
COUNTY OF ST. JOHN

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Tracy Upchurch, 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 she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 13<sup>th</sup> day of January, 2020.



Laura Morse  
Notary Public, State of Florida

\* \* \* SIGNATURES CONTINUE ON THE FOLLOWING PAGE \* \* \*



Signed, sealed and delivered  
in the presence of:

**GRANTEE,**

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Hunter S. Conrad County Administrator

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

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, \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and is the individual described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A parcel of land in Section 41, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Beginning at the intersection of the East line of Woodlawn Street (as indicated on Map of New Augustine dated June 1918, on file in the Public Records of said County) with the South line of King Street, said South line of King street being 35 feet South of center line of King Street as now constructed; thence North 88 degrees 44 minutes East, on said South line of King Street, 101.32 feet; thence South 1 degrees 16 minutes West, on the center line of a creek and the center line of a 30 foot width drainage easement recorded in Official Records Book 46, Page 674, of said Public Records, 51.77 feet; thence continuing on said center line South 22 degrees 10 minutes East, 51.61 feet; thence South 88 degrees 44 minutes West, 121.94 feet; thence due North, on said East line of Woodlawn Street, 100.00 feet to the point of beginning.



Proposed sign

W King St

Existing CRA sign

S Woodlawn St

Sign dimensions:  
Width - 152"  
Depth - 24"  
Height - 100"