

RESOLUTION NO. 2010- 56

**A RESOLUTION OF 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 USE OF A
PORTION OF COUNTY RIGHT-OF-WAY ON POPE ROAD.**

WHEREAS, L-GEO, LLC., also known as Andy's Taylor Rental Center has requested an extension of their License Agreement with St. Johns County, which has been ongoing since 1997; and

WHEREAS, Licensee has agreed to pay \$935.00 per year for use of the property as set forth in the License Agreement Extension, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the use of approximately 30' x 285' strip of County right-of-way is for off street parking and equipment display; and

WHEREAS, this is a revocable License Agreement and should the County determine a need for the property, the County could reclaim the property within (60) sixty days; and

WHEREAS, the County has determined that executing the referenced Licensed Agreement Extension is in the overall interests of the County.

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

Section 3. To the extent that there are scrivener's, 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 16th day of March, 2010.

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

By: 

Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/18/10

**EXHIBIT "A" TO RESOLUTION
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", **L-GEO, LLC**, whose address is 1005 Pope Road, St. Augustine, Florida 32080, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License Agreement authorizing use of a certain right of way on Pope Road, for parking cars, and equipment display; and

WHEREAS, this portion of Pope Road is approximately 30'x 285' strip that runs on the South side of Pope Road, East of SR 3, as delineated in Exhibit "A", incorporated by reference and made a part hereof, hereinafter the "Premises"; and

WHEREAS, in consideration of the respective agreements of the parties herein contained, the County does hereby license, without warranty, to the Licensee, the temporary use of right of way for the purpose of parking and displaying equipment on the "Premises" mentioned above.

1. To use above described Premises for a term of an additional five (5) years, commencing on April 1, 2010 and expiring on March 31, 2015. The Licensee paying therefore an annual fee of \$935.00 due and payable each year for a term of five (5) years, on the 1st day of April on each of the five (5) consecutive years. St. Johns County reserves the right to increase the annual licensing fee.
2. Although the Licensee may enter and use the subject Premises for parking and equipment display, 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 L-GEO, LLC., 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 sixty (60) 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 sixty (60) 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 sign and support structures within said sixty (60) day period, and

- 13. Licensee reserves the right to terminate this license by giving the County a sixty (60) 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.

Witness
Print Name _____

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

Witness
Print Name _____

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.

Notary Public
My Commission Expires: _____

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

L-GEO, LLC.

Witness
Print Name: _____

By: James A. Gessells
Its: Managing Member

Witness
Print Name: _____

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

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

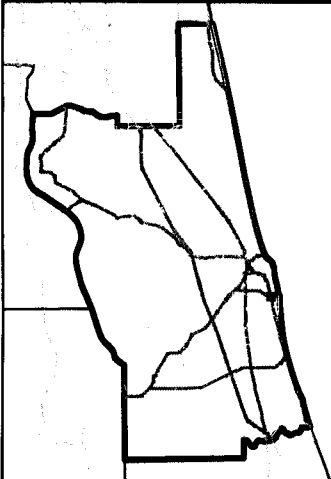
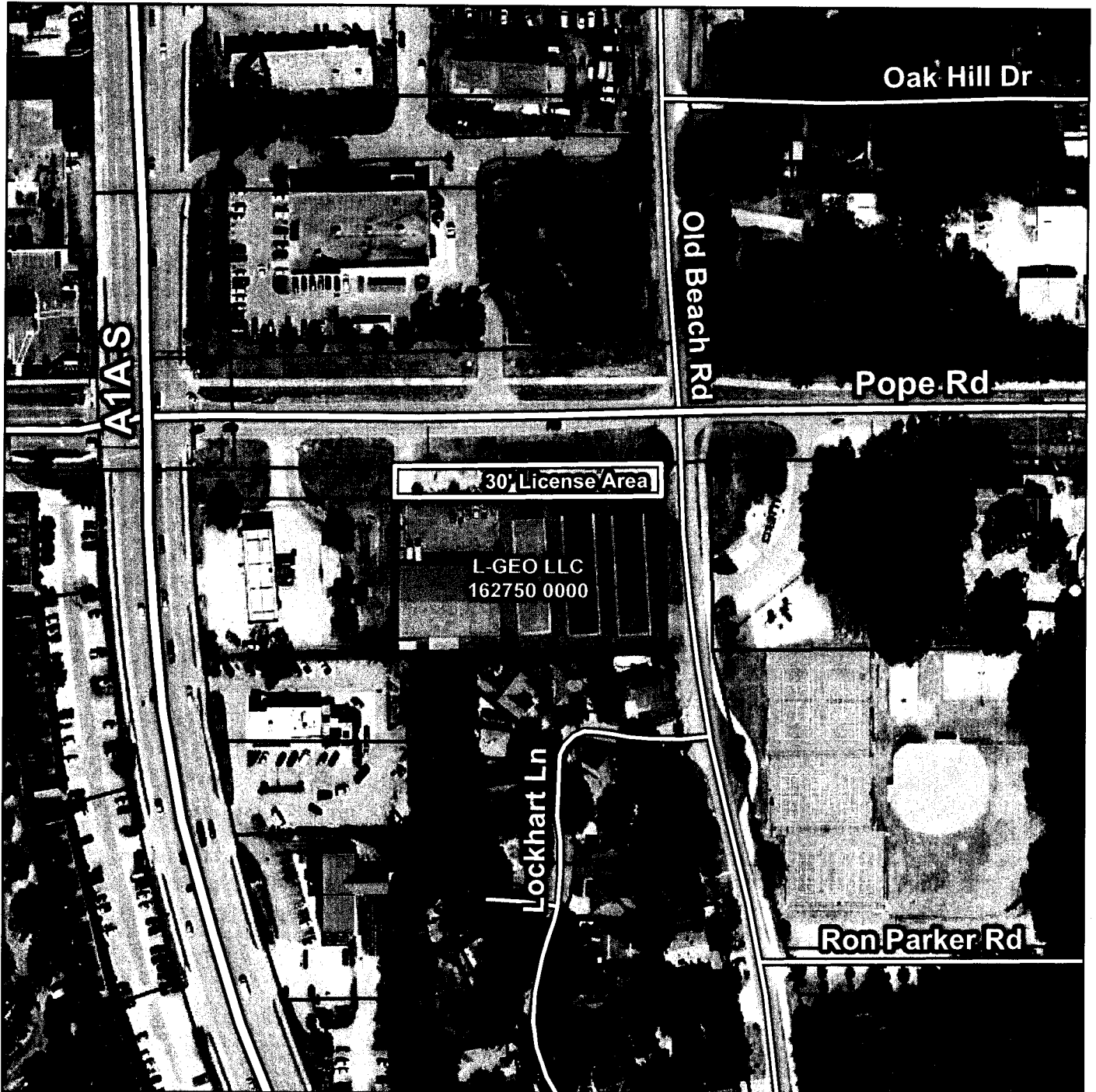
Notary Public
My Commission Expires: _____

Legally Sufficient

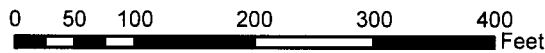
By: Michael D. Hunt
Deputy County Attorney

Date: 3/16/10

Exhibit "A" to License Agreement



License Agreement L-Geo, LLC.



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
February 11, 2010
(904) 209-0794



2008 Aerial Imagery

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