

RESOLUTION NO. 2000 - 152

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF THESE LICENSE AGREEMENTS AUTHORIZING USE OF A CERTAIN PUBLIC RIGHT-OF-WAY OF OLD DIXIE HIGHWAY.**

**WHEREAS**, James D. Palmer Living Trust, ReKut Photographic, Inc. and Charles Wayne Tyson, have requested a license authorizing use of a certain public right-of-way for their sign and portion of the structure that has existed for many years; incorporated by reference and made a part hereof; and

**WHEREAS**, the County has determined the licensed area is not presently necessary for exclusive County or public purposes and has agreed to grant James D. Palmer Living Trust, ReKut Photographic, Inc. and Charles Wayne Tyson temporary use of said right-of-way as set forth in License Agreement attached hereto as Exhibit "A".

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

Section 1. The Board hereby approves the terms of the License Agreement and authorizes the County Administrator to execute said Agreement.

Section 2. The Clerk is to instructed record the original License Agreement in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED**, this 10<sup>th</sup> day of October, 2000.

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

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia O. Strickland  
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made and executed this 1<sup>st</sup> day of Sept., 2000, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "County", and **JAMES D. PALMER LIVING TRUST**, hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee has requested this License authorizing use of a certain public right of way of Old Dixie Highway for sign existing approximately one year, and

**WHEREAS**, a portion of Old Dixie Highway being a 100 foot right of way is located in front of 1440 Old Moultrie Road, 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 the right of way for sign location, more fully shown on attached Exhibit A, by reference incorporated and made a party hereof, hereinafter the "Premises".

1. To use above described Premises for term of ten (10) years, commencing on the first day of September, 2000, the Licensee paying therefore a rental of \$10.00 per year, payable annually, on the first day of September thereafter.
2. Although the Licensee may enter and use the subject Premises for an existing sign, 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 Licensee's 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 improvement to the subject Premises, except routine maintenance and sign copy charges as may be required. The Licensee shall make no improvements to, or maintain the property, or rely on the use of this Premises in any way which would make this License 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 and the rate of payment herein provided for, 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's sign 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. Licensee shall pay all public utility service bills as the same shall be incurred and become due in connection with the sign during the term of this license, except as above stated.
10. If the Licensee shall fail to pay to County the license rental or any part thereof herein specified, and the same shall remain unpaid for sixty (60) days, or if 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, at its option, exercise any one or more of the following remedies:
  - a. County may declare immediately due and payable the whole rent remaining unpaid for the entire term covered by this license, and the same shall thereupon become immediately due and payable, anything herein to the contrary notwithstanding.

- b. County may terminate this license and terminate the Licensee's use of said Premises.
- 11. The waiver of County of any such breach hereof on the part of the Licensee, or the indulgence by County as to the payment or time of payment of any installment of rent, 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. Upon such revocation the County shall repay to the Licensee all unused prorated portions of that year's license fee previously paid by its Licensee. The reasons for such cancellation may include, but are not limited to, increase public demand for use of the subject parking 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.

MADE AND EXECUTED in duplicate the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
As to Board of County Commissioners

BY: \_\_\_\_\_  
  
\_\_\_\_\_

ATTEST: CHERYL STRICKLAND  
COUNTY CLERK

BY: \_\_\_\_\_  
Deputy Clerk

*Angela L. Switzheim*  
\_\_\_\_\_  
Witness

As to James D. Palmer, Trustee

*Karen J. Cesal*  
\_\_\_\_\_  
Witness

As to James D. Palmer, Trustee

*James D. Palmer*  
\_\_\_\_\_  
JAMES D. PALMER, TRUSTEE

*Angela L. Switzheim*  
\_\_\_\_\_  
Witness

As to Cleo A. Palmer, Trustee

*Cleo A. Palmer*  
\_\_\_\_\_  
CLEO A. PALMER, TRUSTEE

*Karen J. Cesal*  
\_\_\_\_\_  
Witness

As to Cleo A. Palmer, Trustee

## **EXHIBIT "A"**

The "Palmer Rental" "Exit" sign is in the right-of-way, the southwest corner of Dwaynes Mower & Small Engine Repair building is about on (1) foot in the right-of-way and arm sign "Murrays" attached to the main pole sign is also in the right-of-way. This is Lot 12, block 15 and Lots 11 and 12, Block 11 Rothchild Subdivision.

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT**, made and executed this 28 day of August, 2000, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "County", and **REKCUT PHOTOGRAPHIC, INC.**, a Florida corporation, hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee is the owner of real property and improvements which have existed for at least twenty-two (22) years which may or may not encroach into the public right of way of Old Dixie Highway, and

**WHEREAS**, the location of the right of way of Old Dixie Highway in front of 1305 Old Dixie Highway is in dispute, 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 such portion of the right of way as may be occupied by the improvements, more fully shown on attached Exhibit A, by reference incorporated and made a party hereof, hereinafter the "Premises".

1. To use above described Premises for term of ten (10) years, the Licensee paying therefore a rental of \$10.00 per year, payable annually, commencing September 1, 2000.
2. Although the Licensee may enter and use the subject Premises for an existing structure, 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 Licensee" 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 improvement to the subject Premises, except routine maintenance and repair as may be required. The Licensee shall make no improvements to, or maintain the property, or rely on the use of this Premises in any way which would make this License 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, at 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 and the rate of payment herein provided for, 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's sign 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. Licensee shall pay all public utility service bills as the same shall be incurred and become due in connection with the sign during the term of this license, except as above stated.
10. If the Licensee shall fail to pay to County the license rental or any part thereof herein specified, and the same shall remain unpaid for sixty (60) days, or if 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, at its option, exercise any one or more of the following remedies;
  - a. County may declare immediately due and payable the whole rent remaining unpaid for the entire term covered by this license, and the same shall thereupon become immediately due and payable, anything herein to the contrary notwithstanding.



- b. County may terminate this license and terminate the Licensee's use of said Premises.
- 11. The waiver of County of any such breach hereof on the part of the Licensee, or the indulgence by County as to the payment or time of payment of any installment of rent, 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 regard 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. Upon such revocation the County shall repay to the Licensee all unused prorated portions of that year's license fee previously paid by its Licensee. The reasons for such cancellation may include, but are not limited to, increased public demand for use of the subject parking 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.

**MADE AND EXECUTED** in duplicate the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

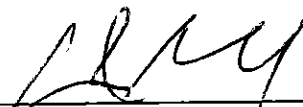
\_\_\_\_\_  
Witness  
As to Board of County Commissioners

BY: \_\_\_\_\_

\_\_\_\_\_  
ATTEST: CHERYL STRICKLAND  
COUNTY CLERK

BY: \_\_\_\_\_  
Deputy Clerk

REKCUT PHOTOGRAPHIC, INC.

BY:   
\_\_\_\_\_  
Leonard R. Tucker, Jr., Its President

## EXHIBIT "A"

The Southeast portion of the structure is about seventeen (17) feet in the right of way and the northeast portion is about nineteen (19) feet in the right of way to the property more particularly described as follows: Lots 12, 13, 14 and a portion of Lot 15, Block 3, Rothchild Subdivision and also North  $\frac{1}{2}$  of alley lying south.

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made and executed this 17<sup>th</sup> day of Sept., 2000, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "County", and **CHARLES WAYNE TYSON**, a married man hereinafter referred to as the "Licensee".

**WHEREAS**, the Licensee has requested this License authorizing use of a certain public right of way of Old Dixie Highway for sign existing approximately five years, and

**WHEREAS**, a portion of Old Dixie Highway being a 100 foot right of way is located in front of 1340 Old Dixie Highway, 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 the right of way for sign location, more fully shown on attached Exhibit A, by reference incorporated and made a party hereof, hereinafter the "Premises".

1. To use above described Premises for term of ten (10) years, commencing on the first day of Sept., 2000, the Licensee paying therefore a rental of \$10.00 per year, payable annually, commencing Sept. 1, 2000.
2. Although the Licensee may enter and use the subject Premises for an existing sign, 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 Licensee's 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 improvement to the subject Premises, except routine maintenance and sign copy charges as may be required. The Licensee shall make no improvements to, or maintain the property, or rely on the use of this Premises in any way which would make this License 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 and the rate of payment herein provided for, 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's sign 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. Licensee shall pay all public utility service bills as the same shall be incurred and become due in connection with the sign during the term of this license, except as above stated.
10. If the Licensee shall fail to pay to County the license rental or any part thereof herein specified, and the same shall remain unpaid for sixty (60) days, or if 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, at its option, exercise any one or more of the following remedies:
  - a. County may declare immediately due and payable the whole rent remaining unpaid for the entire term covered by this license, and the same shall thereupon become immediately due and payable, anything herein to the contrary notwithstanding.

- b. County may terminate this license and terminate the Licensee's use of said Premises.
11. The waiver of County of any such breach hereof on the part of the Licensee, or the indulgence by County as to the payment or time of payment of any installment of rent, 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. Upon such revocation the County shall repay to the Licensee all unused prorated portions of that year's license fee previously paid by its Licensee. The reasons for such cancellation may include, but are not limited to, increased public demand for use of the subject parking 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.

MADE AND EXECUTED in duplicate the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Witness  
As to Board of County Commissioners

BY: \_\_\_\_\_  
\_\_\_\_\_

ATTEST: CHERYL STRICKLAND  
COUNTY CLERK

BY: \_\_\_\_\_  
Deputy Clerk

*M. Dawn Bennett*  
\_\_\_\_\_  
Witness  
As to Charles Wayne Tyson

*J. M. [Signature]*  
\_\_\_\_\_  
Witness  
As to Charles Wayne Tyson

*Charles Wayne Tyson*  
\_\_\_\_\_  
CHARLES WAYNE TYSON

EXHIBIT "A"

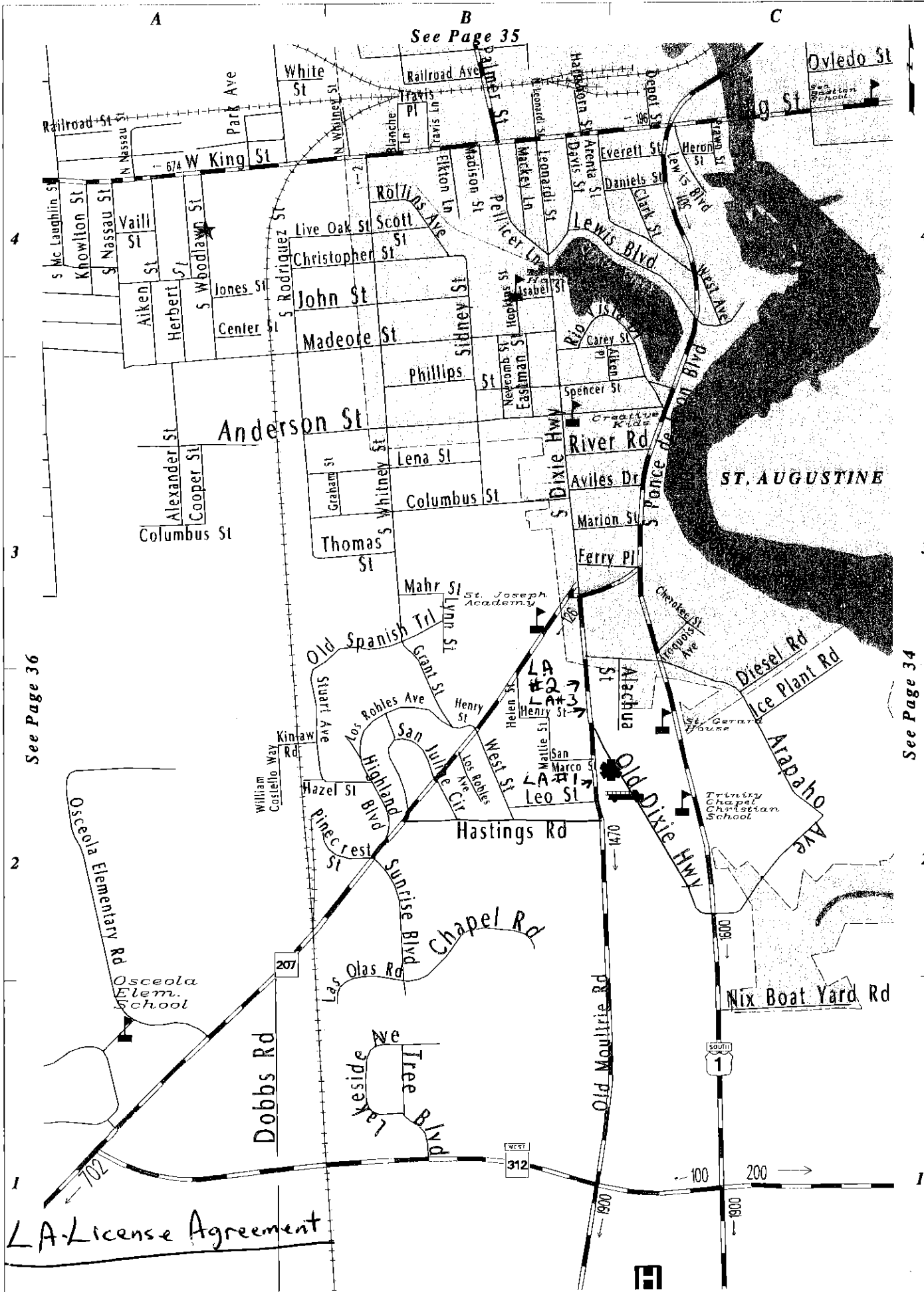
The westerly 10 feet of the property more particularly described as follows:

North 1/2 of Lot 7 Block 6 Rothchilds Addition, South 1/2 Lot 16 Block 4 Rothchilds Addition and also including a portion of vacated Henry Street and a portion of the vacated alley way all shown on the recorded plat of Rothchilds Addition to St. Augustine, Map Book 3, page 133 public records St. Johns County, Florida and being more particularly described as follows:

For a Point of Commencement use the Northeast corner of Lot 15, Block 4 Rothchilds Addition as recorded in Map Book 3, page 133 public records of St. Johns County, Florida; thence run South 03°38'30" East 75.00 feet; thence run North 86°21'30" East 6.00 feet to the Point of Beginning; thence run South 03°38'30" East 100.00 feet to a point; thence run South 86°21'30" West 79.41 feet to a point on a curve said point being on the right of way of Old Dixie Highway; thence run along said curve an arc distance of 100.74 feet, a radius of 1096.28 feet and a chord bearing of North 05°15'54" West to a point; thence North 86°21'30" East 91.30 feet to the Point of Beginning. Less and except any portion lying within the right of way of SR # 5A. (Old Dixie Highway)



See Page 35



See Page 36

See Page 34

LA License Agreement

See Pages 38, 40

1" = .20 miles

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