

RESOLUTION NO. 2026-158

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 WITH L-GEO, LLC FOR USE OF A PORTION OF COUNTY RIGHT-OF-WAY LOCATED ALONG POPE ROAD.

RECITALS

WHEREAS, L-GEO, LLC (“Licensee”) has been licensing a portion of County right-of-way located along Pope Road since March 11, 1997, for parking and equipment display; and

WHEREAS, L-GEO, LLC has expressed an interest in renewing their License Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, this 30 ft. X 285 ft. strip of County right-of-way, contiguous to Licensee’s property, will continue to be used for parking and equipment display; and

WHEREAS, Licensee has agreed to pay \$935 annually, plus any applicable sales tax, for use of the property as set forth in the License Agreement; and

WHEREAS, this is a revocable License Agreement, and should the County determine a need for the property, the County could reclaim the property by providing one hundred twenty (120) day written notice; and

WHEREAS, the County has determined that executing the referenced License Agreement is in the overall best interests of the citizens of St. Johns 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 hereby approve the material terms and conditions of the License Agreement, and authorizes the County Administrator, or designee, to execute the License Agreement in substantially the form attached hereto, and any future amendments to the license agreement that do not substantially change their material terms and conditions.

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 Court of St. Johns County is instructed to file the original License Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of May, 2026.

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

Rendition Date MAY 21 2026 ^{19th}

By: Clay Murphy
Clay Murphy, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

Arthur K. Orr
Deputy Clerk

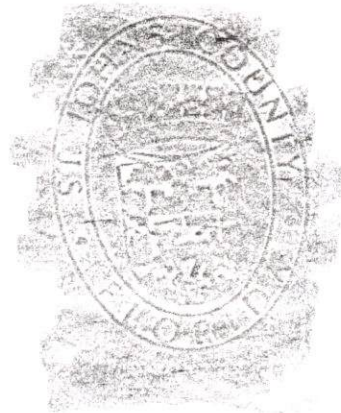


Exhibit "A" to the Resolution

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed this ____ day of _____, 2026, 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 **L-GEO LLC**, a Florida limited liability company, 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 public right-of-way along Pope Road, St. Augustine, Florida 32080, to be used for parking and equipment display; and

WHEREAS, this 30' x 285' strip of public right of way runs along the south side of Pope Road, east of SR 3, and is contiguous to Licensee's property and more particularly shown on Exhibit "A", attached hereto and by reference incorporated and made a part hereof, hereinafter the "Premises"; and

NOW THEREFORE, for value received and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County does hereby grant to the Licensee, without warranty, a non-exclusive, personal and revocable license, for the temporary use of the right-of-way mentioned above, pursuant to the following conditions, provisions, and terms:

1. The recitals set forth above are true and correct and are incorporated into and made part of this License Agreement by reference.

2. Term. To use above-described Premises for a term of one (1) year, commencing April 1, 2026 (Commencement Date) and expiring March 31, 2027.

3. License Fee. A licensing fee in the amount of \$935.00, plus applicable sales tax, shall be due and payable from Licensee on or before the Commencement Date. The Licensor reserves the right to increase the annual License fee.

4. Non-exclusive Use. 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. This 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 burden 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.

5. Assignment. Licensee shall have the right to assign this License Agreement, with prior written consent of the County, provided any assignment shall fully bind Assignee to the terms and conditions of this Agreement as a successor Licensee.

6. Condition of Property. Licensee acknowledges that they have inspected the Premises and accept the License Agreement as-is with full knowledge of the condition of the Premises. The County makes no representations to Licensee with respect to the Premises other than those set forth in this License Agreement.

7. Licensee's Obligations.

- a. All improvements placed on the premises shall become the property of the County upon termination of this License Agreement or any renewal thereof. However, the County may, at its option, require the Licensee, at Licensee's sole cost and expense, to remove any or all of said improvements, and to restore the premises to its original condition upon termination or expiration of this License Agreement, or any renewal thereof.
- b. Licensee shall keep the premises in good condition and repair and in compliance with all applicable laws, rules, regulations and ordinances, in their use and operation of the right-of-way.
- c. Licensee shall not use said Premises in any manner that will obstruct or interfere with or encroach on the walks or approaches to said Premises.
- d. The Licensee shall make no improvements to the subject Premises, except routine maintenance, without the prior written permission of the County. The Licensee shall make no improvements 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.
- e. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Premises.
- f. The Licensee shall not make any unlawful, immoral, improper or offensive use of the Premises nor allow its employees, agents, invitees, guests contractors, users, visitors or any person to utilize said Premises for any purpose other than that herein.
- g. The Licensee agrees to be responsible for the payment of any taxes that may be determined to be owed or incurred, now or in the future, as a result of the parties entering into this License Agreement.
- h. The Licensee 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.

- i. Notwithstanding any other provision of this license, the Licensee hereby releases any rights they have in regard to the coupling of this license with an interest, other than the rights granted in this License Agreement.

8. Right of Entry by County. The County and its officers, agents, contractors 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.

9. Indemnification. The Licensee, in consideration for the use of the Premises, does hereby release and discharge and further will indemnify and save harmless the County, its officers, agents, employees and contractors from any and all claims for personal injuries or property damages during the existence of this License, connecting, resulting, or arising in any manner by virtue of the use or occupancy of such premises by the Licensee, its employees, agents, contractors, guests, invitees, users, visitors, and any other person. Licensee does hereby further agree to indemnify and save harmless the County, its officers, agents, employees and contractors from liability for damage, injury or death to any person or persons connected to, relating to or arising out of the use of said Premises, 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. This provision shall survive expiration or termination of this Agreement. The parties acknowledge that specific consideration has been exchanged for this provision. This provision relating to indemnity, is separate and apart from, and is in no way limited by, any insurance provided by Licensee pursuant to this agreement or otherwise.

10. Insurance. Licensee shall be responsible for insuring the Premises. Licensee, at its sole expense, shall keep in force and at all times maintain during the term of this Agreement:

a. General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form acceptable to the Licensor, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence, \$2,000,000 aggregate, and Fire damage liability insurance in the minimum amount of \$50,000 per occurrence.

b. Workers' Compensation Coverage: Full and complete Workers' Compensation coverage, as required by State of Florida law, shall be provided.

c. Insurance Certificates: The Licensee shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The certificates will be filed with the St. Johns County Real Estate Division prior to use of the Premises. Said liability policies shall provide that the County be an additional insured.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View

The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least sixty days (60) prior to the effective date of said action.

d. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of St. Johns County Board of County Commissioners its respective officers, employees, contractors and agents.

e. Licensee Insurance Primary. The insurance provided by the Licensee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by St. Johns County Board of County Commissioners its respective officers, employees, contractors and agents.

f. All insurance policies shall be issued by responsible companies acceptable to the Licensor and licensed and authorized under the laws of the State of Florida.

g. The County may require Licensee obtain additional insurance as deemed necessary by the County's Risk Manager.

11. Termination.

a. If Licensee fails to comply with or abide by any term, provision or stipulation in this license, and such default continues for sixty (60) days after receipt of written notice of default, the County may terminate this license and terminate Licensee's use of said Premises due to Licensee's failure to comply with the terms of this license.

b. If sometime in the future, the County determines that, in its sole discretion, the licensed portion of the property is needed for another public purpose, the County agrees to give one hundred twenty (120) day written notice to the Licensee, without further liability between the parties except as expressly and specifically provided for in this license. The foregoing notice requirement shall not apply in the event the Premises are needed for disaster relief purposes as a result of a declared state of emergency by any unit of federal, state, or local government. In such event, the County shall provide the Licensees with as much notice as is reasonably practicable under the circumstances, and this license shall be suspended only for the duration of the emergency.

c. The waiver of County of any such breach hereof on the part of the Licensees, 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.

- d. Licensee reserves the right to terminate this license by giving the County a sixty (60) day written notice advising of such unsuitability and electing to terminate this License Agreement at the end of the 60-day period.

12. Notice. Notice under this Agreement shall be given by mailing written notice postage prepaid to:

County: St. Johns County
Real Estate Division
500 San Sebastian View
St. Augustine, FL 32084

Licensee: L-GEO, LLC
1005 Pope Road
St. Augustine, Florida 32080

13. No Recording. This License shall not be recorded in the official records of St. Johns County, Florida by either party.

14. No Interest in the Premises. This License is the grant of a personal right to the Licensee. This License shall not be construed to create any real property interest in the Premises.

15. Acceptance. This License Agreement constitutes the entire agreement between the County and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.

16. Construction of Agreement. The parties hereby acknowledge that they fully reviewed this Agreement, its attachments, and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

17. Governing Law and Venue. This License Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any legal, equitable, or administrative dispute arising in connection with this License Agreement shall lie exclusively in St. Johns County and any trial shall be non-jury.

18. Severability. If any part of this License Agreement, or any application thereof, is declared invalid for any reason, then such part, or the proscribed application, shall be severable, and the remaining portions of this License Agreement, and all applications thereof, not having been declared invalid shall remain in effect.

19. Non-Waiver of Sovereign Immunity. Nothing in this License is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense or privilege enjoyed by the

County, including those provided by 768.28, Florida Statutes. Nothing in this Lease shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

20. Non-waiver. The execution of this License Agreement shall not constitute a waiver by County of any right or claim of right to the subject lands or to use the subject lands.

THE REMAINDER OF THIS PAGE PURPOSELY LEFT BLANK

SIGNATURES COMMENCE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Licensee has caused this instrument to be executed by its duly authorized officer and its company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

L-GEO, LLC

Amy L. Fowdy
Witness Signature

By: James A. Gessells

Amy L. Fowdy
Print Name

Print Name: JAMES A Gessells

Title: President

148 Sunset Circle S.
St. Augustine, FL 32080
Witness Address **REQUIRED BUSINESS OR PERSONAL**

[Signature]
Witness Signature

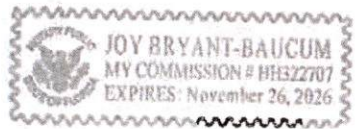
DANIEL TAYLOR
Print Name

1005 Pope Rd.
St. Augustine, FL 32080
Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF Florida
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1ST day of April, 2026, by James A. Gessells, who is President of L-GEO, LLC, on behalf of said company. Such person is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: 11/26/2026



IN WITNESS WHEREOF, County has caused this instrument to be executed by its duly authorized officer and its company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

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

Witness Signature

By: _____
Joy Andrews, County Administrator

Print Name

Witness Address **REQUIRED BUSINESS OR PERSONAL**

Witness Signature

Print Name

Witness Address **REQUIRED BUSINESS OR PERSONAL**

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026 by Joy Andrews as County Administrator for St. Johns County who is personally known to me.

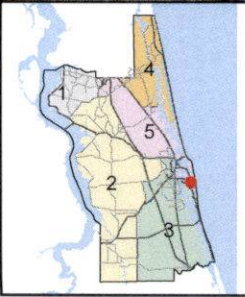

Notary Public
My Commission Expires: _____

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Deputy Clerk



Subject Property

Imagery Date: 12/2024
Date: 4/27/2026

L-GEO, LLC
License Agreement – ROW



Land Management Systems
Real Estate Division
(904) 209-0790

Disclaimer:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown herein.