

RESOLUTION NO. 2026-

248

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 ALLOWING USE OF AN UNOPENED PORTION OF FIRST STREET IN NORTH BEACH SUBDIVISION, ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County ("County") entered into a License to Use/Hold Harmless Agreement with Stone Poney, Inc., a Florida corporation, ("Stone Poney") the former owner of Cap's on the Water restaurant, approved by Resolution No. 2016-320, for use of an unopened portion of County right-of-way known as First Street to allow a small portion of an existing deck, a server's walkway, and emergency egress path connected to the restaurant; and

WHEREAS, Stone Poney has sold the restaurant and the new owner, Vilano Tolomato, LLC, a Florida limited liability company, ("Vilano Tolomato") has requested to enter into a new agreement with the County for the same use as allowed for in the previous agreement; and

WHEREAS, the County has agreed to enter into the License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, with Vilano Tolomato and Vilano Tolomato has agreed to indemnify and hold the County harmless from any damages or expenses which may be incurred as a direct or indirect result of such use of the right-of-way; and

WHEREAS, the License Agreement is revocable should the County ever have need of the right-of-way.

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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and authorizes the County Administrator, or designee, to execute the License Agreement, in substantially similar language as attached, on behalf of the County.

Section 3. The Clerk is instructed to file the original License Agreement in the public records of St. Johns County, Florida.

Section 4. To the extent that there are 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 4th day of August, 2026.

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

Rendition Date AUG 04 2026

By: Clay Murphy
Clay Murphy, Chair

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

By: Crystal Smith
Deputy Clerk



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 **VILANO TOLOMATO, LLC**, a Florida limited liability company, whose address is 1283 Ponte Vedra Boulevard, St. Augustine, Florida 32082, hereinafter referred to as the "Licensee".

WHEREAS, the Licensee has requested this License Agreement authorizing use of an unopened portion of a certain County right-of-way known as First Street, St. Augustine, Florida 32084 ("County right-of-way"), being more fully described on attached Exhibit "A", incorporated by reference and made a part hereof, to renew the License To Use/Hold Harmless Agreement recorded in Official Records Book 4277, page 1238, of the public records of St. Johns County, Florida, and approved by Resolution No. 2016-320; and

WHEREAS, the County has agreed to allow Licensee to use the use the County right-of-way only if Licensee obtains insurance and agrees to indemnify and hold the County harmless, to the extent permitted by law, from damages and expenses which may be incurred as a direct or indirect result of such use of the County right-of-way.

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 the above-described Premises for a term of five (5) years, commencing June 1, 2026 (Commencement Date) and expiring May 31, 2031.

3. License Fee. A licensing fee in the amount of \$1, plus applicable sales tax, shall be due and payable from Licensee on or before the Commencement Date. The County reserves the right to increase the annual license fee and charge an administration fee.

4. Non-exclusive Use. Although the Licensee may enter and use the subject Premises for an existing deck and server's walkway that connects from the deck to the kitchen area together with a required emergency egress path, as shown on the site plan attached hereto as Exhibit "B", incorporated by reference and made a part hereof. 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 regards 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 County, 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
St. Augustine, FL 32084

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 County 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 or Premises is needed for another public purpose or any other 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: VILANO TOLOMATO,LLC
1283 Ponte Vedra Boulevard
St. Augustine, Florida 32082

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 agreement 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.

19. 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.

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:

VILANO TOLOMATO, L.L.C.

[Signature]
Witness Signature

By: [Signature]

Victoria Henderson
Print Name

Print Name: MARC ANGELO

Title: Manager

THE UPS STORE
830-13 A1A N.
Ponte Vedra Bch, FL 32082
Witness Address REQUIRED BUSINESS OR PERSONAL

[Signature]
Witness Signature

Martin L Sander
Print Name

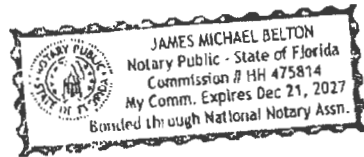
THE UPS STORE
830-13 A1A N.
Ponte Vedra Bch, FL 32082
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FL
COUNTY OF ST JOHN S

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of July, 2026, by MARC ANGELO, who is OWNER-manager of Vilano Tolomato, LLC, on behalf of said company. Such person is personally known to me or has produced FL ID as identification

[Signature]

Notary Public
My Commission Expires: 12 21 27



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

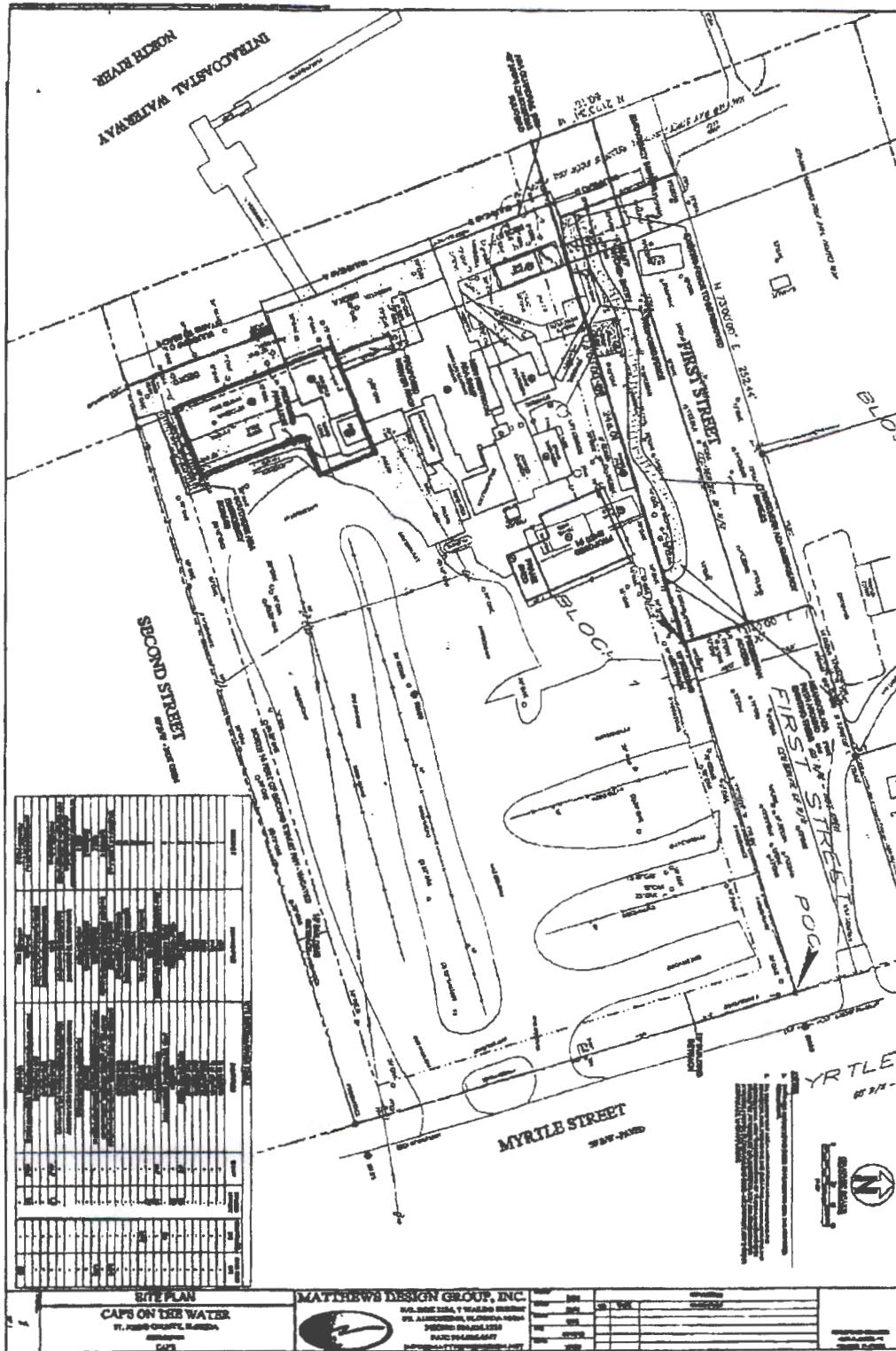
Exhibit "A"

A PORTION OF FIRST STREET

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 1, NORTH BEACH, AS RECORDED IN MAP BOOK 3, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA; THENCE S 73°00'00" W, ALONG THE SOUTH RIGHT OF WAY LINE OF FIRST STREET AS DEPICTED ON THE PLAT OF SAID NORTH BEACH, A DISTANCE OF 174.86 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S 73°00'00" W, ALONG SAID SOUTH RIGHT OF WAY LINE OF FIRST STREET AND ITS WESTERLY PROJECTION THEREOF, A DISTANCE OF 248.01 FEET TO THE WEST RIGHT OF WAY LINE OF VACATED BAY STREET AS DEPICTED ON SAID PLAT OF NORTH BEACH; THENCE N 21°13'34" W, ALONG SAID WEST RIGHT OF WAY LINE OF SAID VACATED BAY STREET, A DISTANCE OF 30.08 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY PROJECTION OF THE CENTERLINE OF THE RIGHT OF WAY LINE OF SAID FIRST STREET; THENCE N 73°00'00" E, ALONG SAID CENTERLINE OF FIRST STREET, A DISTANCE OF 250.23 FEET; THENCE S 17°00'00" E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 0.172 ACRES; MORE OR LESS.

Exhibit "B"





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME: PHONE (A/C, No. Ext): 904-421-8600 FAX (A/C, No): 904-421-8601 E-MAIL ADDRESS: info@ghgins.com
INSURED Vilano Tolomato LLC & North River Sandbar LLC 1283 Ponte Vedra Boulevard Ponte Vedra Beach FL 32082-4402	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company NAIC # 24112 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1737145774

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☒ LOC ☐ OTHER	Y	Y	CWP530581H	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CWP530581H	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract St. Johns County, Florida is additional insured on a primary & non-contributory basis and waiver of subrogation applies as respects general liability.

CERTIFICATE HOLDER

CANCELLATION

St. Johns County
500 San Sebastian View
St. Augustine FL 32084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ryan C. Gilman

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Imagery Date: 1/2026

Date: 5/22/2026

First Street

**License Agreement
Caps on the Water**



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.