

**RESOLUTION NO. 2023-400**

**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 NON-EXCLUSIVE PERMISSIVE USE AGREEMENT FOR USE OF ST. JOHNS COUNTY PROPERTY AT HELEN MELLON SCHMIDT PARK LOCATED OFF SUMMER ISLAND DRIVE.**

**RECITALS**

**WHEREAS**, Southwind Construction Corp. of Indiana (“Contractor”) has requested that St. Johns County (“County”) permit the temporary use of a portion of Helen Mellon Schmidt Park located off Summer Island Drive as a staging area; and

**WHEREAS**, Southwind Construction Corp. of Indiana is contracted with the U.S. Army Corps of Engineers to effect the Intracoastal Waterway, Jacksonville to Miami, Maintenance Dredging, 12-Foot Project, Vicinity of Matanzas Inlet, which includes placing sand along portions of the local coastline between FDEP monuments R-208 and R-200; and

**WHEREAS**, in order to memorialize the terms and conditions of the Contractor’s temporary use of County property, the parties will execute the Non-Exclusive Permissive Use Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof.

**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 approves the terms of the Non-Exclusive Permissive Use Agreement for use of St. Johns County Property and authorizes the County Administrator, or designee, to execute said Agreement.

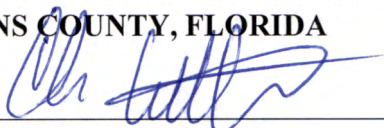
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Court is instructed to file the original Non-Exclusive Permissive Use Agreement in the Public Records of St. Johns County, Florida.

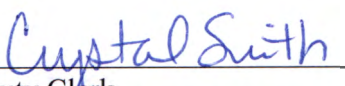
**PASSED AND ADOPTED** by the Board of County Commissioners this 17th day of October, 2023.

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

Rendition Date: OCT 17 2023

By:   
Christian Whitehurst, Chair

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

By:   
Deputy Clerk





**NON-EXCLUSIVE PERMISSIVE USE AGREEMENT  
FOR USE OF ST. JOHNS COUNTY PROPERTY**

**AGREEMENT** (Agreement) is made as of this 1<sup>st</sup> day of October, 2023 (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida (County) and Southwind Construction Corp (Contractor). The County and the Contractor enter into this Agreement on the basis of the following facts, understandings and intentions:

**WHEREAS**, the County owns certain real property located at, Summer Island Drive, St. Augustine, Florida 32080, Parcel Account No. 188200-0000 (Property), and more specifically depicted in Attachment 1.

**WHEREAS**, the Property currently provides public parking and public access to the surrounding waterways.

**WHEREAS**, the Contractor seeks temporary use of the Property as a staging area to store heavy equipment, to park crew vehicles, for temporary placement of a 8' X 26' construction office trailer and other accessories (collectively "Equipment") and to onboard fuel as necessary to complete the Intracoastal Waterway Maintenance Dredging Project for the United States Army Corps of Engineers and sand placement at Summer Haven Beach.

**WHEREAS**, both the County and the Contractor acknowledge that such use of the Property will cause permanent damage to certain amenities situated on or at the Property (i.e., parking areas, etc.), as well as restrict public parking.

**WHEREAS**, accordingly, the County and the Contractor seek to enter into this Agreement to set forth their respective duties and obligations regarding use of the Property.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are hereby incorporated into the body of this Agreement, and are adopted by each of the parties as findings of fact.
2. **Incorporation of Attachments.** The following attachments are hereby incorporated into, and made part of this Agreement:
  - a. Attachment 1 (Depiction of Property)

- b. Attachment 2 (Site Plan)
  - c. Attachment 3 (Operations Plan)
  - d. Attachment 4 (Proof of Insurance)
  - e. Attachment 5 (Pre-Use Assessment of the Property)
  - f. Attachment 6 (Security for Restoration Costs)
3. **Permissive Use (Non-Exclusive).** Subject to the terms and conditions contained herein, the County hereby grants the Contractor permission to enter onto the Property, and non-exclusive use of the Property as a temporary staging area to store the Equipment and to conduct work related completing the Army Corps of Engineers dredging project and placing of sand along portions of the local coastline between DEP monuments R-208 and R-200.
- a. **Duration of Use.** Such use will begin on October 17, 2023(Beginning Date). Unless otherwise authorized by the County in writing, use of the Property shall end by no later than January 31, 2024 (Ending Date).
  - b. **Hours of Use.** For the Duration of Use, the County authorizes the Contractor to utilize the property Sunday 12 a.m. to Saturday 11:59 p.m. It is expressly noted that Contractor is responsible for the cost of any signage, barricades, etc., necessary to restrict public access during the Hours of Use.
  - c. **Public Access.** For the Duration of Use, the Contractor will allow public access to the property, including all public parking areas and public use areas except those detailed in the Site plan described below. Contractor may store the Equipment on the Property, and must take all necessary measures to secure the Equipment from public access. The Contractor understands and agrees that the County assumes no liability for any damage to the Equipment stored on the Property.
  - d. **Site Plan.** Upon execution of this Agreement, the Contractor will provide a site plan that specifically describes the Equipment and each storage area located on the Property (Site Plan).
  - e. **Operations Plan.**
    - i. The Contractor must provide an operations plan that includes the spill prevention plan for fueling activities.
    - ii. The Operations Plan is subject to approval by the County. The Contractor shall not begin any work on or at the Property prior to the County's written approval of the Operations Plan.
  - f. **Condition of the Property.** The Contractor understands and agrees to accept use of the Property in "as-is" condition.

4. **Time is of the Essence.** Time is of the essence with respect to the Contractor's performance under this Agreement. Failure by the Contractor to perform timely on the dates and within the time periods described herein shall constitute a material breach of this Agreement.
5. **Restoration of the Property.**
  - a. **Clean-Up.** The Contractor will remove all trash and debris generated during use of the Property by no later than five (5) calendar days following the Ending Date.
  - b. **Pre-Use Assessment.** Prior to the Contractor's use as described herein, the Contractor and a County representative shall inspect the Property (including taking photos) to assess its condition. A written assessment (including photos) of the pre-use condition of the Property shall be attached hereto as Attachment 5, and incorporated herein. By executing this Agreement, the Contractor hereby accepts such assessment, and agrees that it is a true and accurate statement regarding the condition of the Property prior to use.
  - c. **Post-Use Assessment.** By no later than five (5) business days after the Contractor completes use of the Property or the Ending Date, whichever occurs first, the Contractor and a County representative will inspect the Property (including taking photos) to assess its condition. A written assessment (including photos) complete and provide to the Contractor an assessment detailing the extent of damage to the Property.
  - d. **Restoration.** Except normal wear and tear caused by pedestrian and/or passenger vehicle traffic, the Contractor is solely liable to restore the Property to its pre-use condition. Accordingly, Contractor shall provide all labor, materials, costs and expenses necessary to restore the Property to its pre-use condition.
  - e. **Security for Restoration Costs.** The County shall estimate the full cost to restore the Property to its pre-use condition. As a condition of entering into this Agreement, upon execution, the Contractor shall provide to the County, in a form and format approved by the County, a letter of credit or other payment security equal to the County's estimated cost to restore the Property. The balance of such security will be returned to the Contractor following full restoration of the Property.
  - f. **Timing.** Unless otherwise authorized in writing by the County, the Contractor shall complete restoration of the Property by no later than February 6, 2024.
6. **Indemnification.** The Contractor will indemnify, defend and hold harmless the County, its officers, employees, contractors, subcontractors, guests, invitees, volunteers and agents, against any and all claims for loss or expense or suits for damage to persons or property (including the Contractor's property), caused by or arising from use of the Property by the Contractor, its employees, members, agents, and subcontractors. The Contractor

acknowledges and agrees that this provision regarding Indemnification survives early termination by either party or expiration of this Agreement.

7. **Insurance.** Prior to its use of the Property, the Contractor shall secure and maintain for the duration of this Agreement comprehensive general liability insurance, to include property damage and bodily injury with minimum policy coverage of \$1,000,000. As applicable, the Contractor shall further secure and maintain for the duration of this Agreement, Workers' Compensation Insurance, in an amount no less than is required by applicable Florida Law. The County shall be named as an additional insured on all comprehensive general coverage. Proof of such insurance shall be provided to the County Land Management Department prior to the Contractor's use of the Property.
8. **Permits, Licenses and Approvals.** Prior to its use of the Property, the Contractor shall secure and maintain all applicable licenses, permits and approvals necessary to complete the work described herein. Proof of such licenses, permits and approvals shall be provided to the Real Estate Department of St. Johns County prior to the Contractor's use of the Property.
9. **Hazards.** The Contractor hereby acknowledges and understands that, in the event that the Contractor's use of the Property creates a public safety hazard as determined in the County's sole discretion, at the Contractor's sole cost and expense, the Contractor shall be required to take all necessary actions to remedy such hazard(s) as directed by the County.
10. **Miscellaneous Provisions.**
  - a. Neither the County nor the Contractor will assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.
  - b. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.
  - c. This Agreement is governed by the laws of the State of Florida, and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.
  - d. No delay or failure by the County to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.
  - e. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.
  - f. The obligations under this Agreement, which by their nature would continue beyond the expiration of the term of this Agreement, shall survive termination or expiration of this Agreement.
  - g. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.
  - h. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete,

- executed copy of this Agreement shall be enforceable as an original.
- i. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
  - j. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, County and the Contractor have caused this Agreement to be made on the date above written.

COUNTY

By: \_\_\_\_\_  
Name: Joy Andrews  
Its: Interim County Administrator

Legally Sufficient:

By: \_\_\_\_\_  
Title:

CONTRACTOR: Southwind  
Construction Corp

By: Justin Watten  
Title: CEO

Tonya Schmitt  
Witness Signature

Tonya Schmitt  
Print Name

Craig Salkin  
Witness Signature

Craig Salkin  
Print Name



ID: 1882000000  
 Property Class: 8600 - County Owned  
 District: Marine/land Area  
 Area: 31.45

**Physical Address** 9300 A1A S  
 SAINT AUGUSTINE  
**Mailing Address** ST JOHNS COUNTY  
 500 SAN SEBASTIAN VW  
 SAINT AUGUSTINE FL 32084-0000

**Building Value** N/A  
**Extra Feature Value** N/A  
**Total Land Value** \$607,813  
**Just Value** \$607,813  
**Total Deferred** N/A  
**Assessed Value** \$607,813  
**Total Exemptions** \$607,813  
**Taxable Value** N/A

**Last 2 Sales**  

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a



# Rattlesnake Island Staging Map

Write a description for your map.

Attachment 2



Google Earth

Earth Point

### Attachment 3

**Operations plan (which may need to include MOT):** To be utilized for crew parking and water access to and from the mainland to the dredge plant along the Intracoastal Waterway. We would also request to bring in a temporary 8' X 26' construction office trailer with portable generator to conduct our weekly progress meetings with the ACOE and any St. John's county officials that would like to attend. Fueling will also be done at this general location. Lewis Petroleum will bring in 2800 Gallons of off-road diesel daily or every other day and fuel our barge directly from the shoreline. A landing barge will be spudded down parallel along the shoreline for access to the fuel barge. Two attendants will be always present to assist fueling. Parking will consist of approximately 10 vehicles per shift, and we would also need to place a 20 Cyd roll-off dumpster and material handler in proximity of the staging area. The fueling area is at a slightly different location from the staging area as shown in the attachment. This area was approved for use by the County back in 2019 on this same contract for fueling.



# CERTIFICATE OF MARINE / ENERGY INSURANCE

DATE (MM/DD/YYYY)  
9/14/2023

**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).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 12444 Powerscourt Drive, Suite 500 Saint Louis MO 63131	<b>CONTACT NAME:</b> Charleen Sudholt <b>PHONE (A/C, No, Ext):</b> 314-800-2210 <b>E-MAIL ADDRESS:</b> Charleen_Sudholt@ajg.com	<b>FAX (A/C, No):</b> 866-204-5979	
	<b>PRODUCER CUSTOMER ID #:</b>		
<b>INSURED</b> Southwind Construction Corp. 14649 Hwy 41 N Ste. 100 Evansville IN 47725	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Travelers Property Casualty Co of America		25674
	<b>INSURER B :</b> Safe Harbor Pollution Insurance Services, LLC		
	<b>INSURER C :</b> Ascot Insurance Company		23752
	<b>INSURER D :</b> Manufacturers Alliance Insurance Company		36897
	<b>INSURER E :</b> American Longshore Mutual Association LTD		
<b>INSURER F :</b> RLI Insurance Company		13056	

**COVERAGES**                      **CERTIFICATE NUMBER:830811568**                      **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>HULL AND MACHINERY</b>  <input type="checkbox"/> COLLISION LIABILITY <input type="checkbox"/> TOWERS LIABILITY	Y	Y	ZOH81N0322A23ND	9/1/2023	9/1/2024	X	PER SCHEDULE ON FILE
								INSURED VALUE \$
								COLLISION (Ea occurrence) \$
								TOWERS (Ea occurrence) \$
								\$
A	<b>PROTECTION AND INDEMNITY</b> <input checked="" type="checkbox"/> CREW LIABILITY <input checked="" type="checkbox"/> JONES ACT <input checked="" type="checkbox"/> COLLISION LIABILITY <input checked="" type="checkbox"/> TOWERS LIABILITY <input checked="" type="checkbox"/> REMOVAL OF WRECK <input type="checkbox"/> IN REM	Y	Y	ZOH81N0322A23ND	9/1/2023	9/1/2024	X	PER CLUB RULES
								EA OCCURRENCE PER VESSEL, CSL \$ 1,000,000
								COLLISION (Ea occ), CSL \$ 1,000,000
								TOWERS (Ea occ), CSL \$ 1,000,000
								REMOVAL OF WRECK (Ea occurrence) \$ 1,000,000
								\$
								\$
								\$
B	<b>POLLUTION LIABILITY</b> <input checked="" type="checkbox"/> OPA 90 <input checked="" type="checkbox"/> CERCLA <input checked="" type="checkbox"/> NON-OPA / NON-CERCLA	Y	Y	V1549523	9/1/2023	9/1/2024		EA OCCURRENCE \$ 5,000,000
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
C	Contractors Equipment	Y	Y	IMMA231000182501	9/1/2023	9/1/2024		Leased/Rented Equip. \$ 500,000
								\$
								\$

**CERTIFICATE HOLDER**                      **CANCELLATION**

St. John's County 500 San Sabastian View Saint Augustine FL 32084 USA	<b>SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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COVERAGES

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> MARINE GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZOL21P1612A23ND	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMP / OP AGG	\$ 2,000,000
								\$
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	BA5N858474	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> ALTERNATE EMPLOYER <input type="checkbox"/> USL&H ENDORSEMENT <input type="checkbox"/> MARITIME EMPLOYERS LIABILITY <input type="checkbox"/> OCSL ACT	N/A	Y	0501734Y	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. (Each accident)	\$ 1,000,000
							E.L. DISEASE (Ea employee)	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
								\$
								\$
								\$
E	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT <input type="checkbox"/> ALTERNATE EMPLOYER <input checked="" type="checkbox"/> MARITIME EMPLOYERS LIABILITY <input type="checkbox"/> OCSL ACT	N/A	Y	ALMA00313-08	9/1/2022	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. (Each accident)	\$ 1,000,000
							E.L. DISEASE (Ea employee)	\$ 1,000,000
							E.L. DISEASE - ANN AGG	\$ 1,000,000
								\$
	AIRCRAFT LIABILITY <input type="checkbox"/> OWNED AIRCRAFT <input type="checkbox"/> NON-OWNED AIRCRAFT <input type="checkbox"/> PASSENGER LIABILITY						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
								\$
F	UMBRELLA / EXCESS LIAB / BUMBERSHOOT <input type="checkbox"/> UMBRELLA <input checked="" type="checkbox"/> BUMBERSHOOT EXCESS CLAIMS MADE <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 25000	Y	Y	MEX0200175	9/1/2023	9/1/2024	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
								\$
								\$
	ENERGY CONTROL OF WELL / OPERATORS EXTRA EXPENSE <input type="checkbox"/> CARE, CUSTODY AND CONTROL (CCC) OFFSHORE OIL AND GAS PROPERTY <input type="checkbox"/> PLATFORMS <input type="checkbox"/> PIPELINES  ONSHORE OIL AND GAS PROPERTY <input type="checkbox"/> OIL & GAS PROPERTY <input type="checkbox"/> CONTRACTORS EQUIPMENT  NAMED WINDSTORM <input type="checkbox"/> CCC <input type="checkbox"/> OFF-SHORE <input type="checkbox"/> ON-SHORE						CSL, ANY ONE OCCURRENCE (100% interest)	\$
							ANY ONE OCCURRENCE (100% interest)	\$
							VALUES AS SCHEDULED	\$
							VALUES AS SCHEDULED	\$
								\$
								\$
							VALUES AS SCHEDULED	\$
							VALUES AS SCHEDULED	\$
								\$
							AGGREGATE	\$

VESSEL(S): AS PER ATTACHED SCHEDULE AS DETAILED IN THE DESCRIPTION OF OPERATIONS

DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD 101, Additional Remarks Schedule, may be attached, if more space is required)  
 Bumbershoot: Stratford Ins. Co. - Policy #VMX8002733, Travelers Property Casualty Co. of America - Policy #61N69408  
 RE: Intracoastal Waterway, Jacksonville to Miami, Maintenance Dredging, 12-Foot Project, Vicinity of Matanzas Inlet Contract # WP912EP23C0021 beginning October 1, 2023 thru January 31, 2024.

It is hereby understood and agreed that the certificate holder is named as an additional insured with rights of subrogation waived as their interest may appear as respects Location Summer Island Drive, St. Augustine, Florida, 320840, Parcel Account No. 188200-0000 (Property).

Attachment 5

**PRE-USE SITE ASSESSMENT TO BE COMPLETED PRIOR TO USE  
OF THE PROPERTY BY APPLICANT  
AND ATTACHED AND INCORPORATED INTO THIS DOCUMENT  
(REPLACING THIS PAGE) UPON APPROVAL BY THE BOCC**



600 N Royal Ave, RYL-003, Evansville. IN 47715

**IRREVOCABLE STANDBY LETTER OF CREDIT**

**Applicant:** Southwind Construction Corp.  
14649 Highway 41 N. Ste. 100  
Evansville, IN 47725-9368

**Beneficiary:** St. Johns County  
Land Management Services  
500 San Sebastian View  
St. Augustine, FL 32084

**Issuance Date:** September 22, 2023

**Standby Letter of Credit No.** 20008273555

**Maximum Amount:** US \$10,000.00 (Ten Thousand and Zero/100th United States Dollars)

**Initial Expiry Date:** September 22, 2024

At the request of Applicant, we hereby issue in favor of Beneficiary our Irrevocable Standby Letter of Credit which is available five (5) Business Days after presentation by Beneficiary of: (i) its fully completed and signed sight draft in the form of Exhibit A hereto, (ii) the original of this Irrevocable Standby Letter of Credit, and (iii) a fully completed and signed certificate in the form of Exhibit B hereto certifying, among other items:

That Southwind Construction Corp. has defaulted in its obligation to St. Johns County, Florida, to guaranty full restoration regarding project on property owned by St. Johns County.

(collectively, the "Required Documents").

This letter of Credit will be automatically renewed and extended, without amendment, for additional periods of one (1) year from the Initial Expiry Date and each Expiry Date thereafter (each an Expiry Date), unless we notify Beneficiary in writing by certified or registered mail at the address as set forth above, not later than sixty (60) days prior to each Expiry Date, that we elect not to renew this Letter of Credit for such additional one (1) year period ("Lender's Notice"). Upon Beneficiary's receipt of such Lenders' Notice, Beneficiary may, at any time prior to the next Expiry Date, draw on the Letter of Credit for the then available balance, by Beneficiary's submission to us of the Required Documents, including a fully completed and signed certificate in the form of Exhibit B hereto, which includes the following statement:

That Beneficiary has received Lender's notice that the Letter of Credit will not be renewed for an additional one (1) year period and the Beneficiary has not received a letter of credit or other instrument acceptable to Beneficiary as a replacement to this Letter of Credit.

You may present to us one demand for payment under this Letter of Credit prior to the Expiry Date in an amount not to exceed the Maximum Amount of the Letter of Credit then in effect.

600 N Royal Ave, RYL-003, Evansville, IN 47715

Demand for payment may be made by you under this Letter of Credit prior to the Expiry Date at any time during our business hours at our Commercial Loan Documentation Department, Letter of Credit Section – RYL-003, 600 N. Royal Ave., Evansville, IN 47715 on a day (herein called a "Business Day") on which we are open for the purpose of conducting commercial banking business. If demand for payment is made by you hereunder prior to 12:00 p.m., Evansville, Indiana time, on a Business Day, and provided that such demand for payment and the Required Documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount demanded, in immediately available funds, not later than 4:00 p.m., Evansville, Indiana time, on the fifth Business Day thereafter, by wire transfer as indicated in your certificate presented to us in connection with such demand.

If demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported negotiation was not effected in accordance with the terms and conditions of this Letter of Credit stating the reasons therefor and that we are holding any documents at your disposal or are returning the same to you, as we may elect. Upon being notified that the purported negotiation was not effected in accordance with the Letter of Credit, you may attempt to correct any such nonconforming demand for payment if and to the extent that you are able to do so and provided that such full performance is accomplished on or before the Expiry Date.

Multiple drawings may not be made under the Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. This Letter of Credit cannot be modified without the consent of us and you.

This Letter of Credit is not assignable or transferrable without our prior written consent and may be drawn upon only by the Beneficiary or its permitted assignees or transferees.

This Letter of Credit is subject to International Standby Practices 1998 International Chamber of Commerce Publication No. 590 ("ISP 98"). This Letter of Credit shall be deemed to be a contract made under the law of the State of Indiana, and, as to those matters not governed by ISP 98, shall be governed by and construed in accordance with the law of the State of Indiana, without regard to principles of conflicts of law.

Very Truly Yours,

**OLD NATIONAL BANK**

By: Tena Villines

Printed: Tena Villines

Title: Commercial Loan Fulfillment Manager, AVP

EXHIBIT A

**SIGHT DRAFT**

Date: \_\_\_\_\_

Letter of Credit No.: 20008273555

FOR VALUE RECEIVED

Pay at Sight to: St. Johns County Land Management Services (Beneficiary)

U.S. \_\_\_\_\_ Dollars (U.S. \$ \_\_\_\_\_).

Charge to account of Southwind Construction Corp. (Applicant)

Drawn under Old National Bank Irrevocable  
Standby Letter of Credit No. 20008273555  
dated September 22, 2023 (the "Letter of Credit")

TO: Old National Bank  
Commercial Loan Documentation Department  
Letter of Credit Section – RYL-003  
600 N. Royal Ave.  
Evansville, IN 47715

The sum drawn does not exceed the Maximum Amount available to be drawn thereunder as provided in the Letter of Credit.

Terms defined in the Letter of Credit have the same meaning as the terms when used herein.

St. Johns County Land Management Services  
(Beneficiary)

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT B**

Date: \_\_\_\_\_

TO: Old National Bank  
Commercial Loan Documentation Department  
Letter of Credit Section – RYL-003  
600 N. Royal Ave.  
Evansville, IN 47715

Re: Irrevocable Standby Letter of Credit No. 20008273555

Ladies and Gentlemen:

The undersigned is the beneficiary (the "Beneficiary") of the Irrevocable Standby Letter of Credit No. 20008273555 dated September 22, 2023 (the "Letter of Credit") issued by you for the account of Southwind Construction Corp. (the "Applicant").

The undersigned hereby certifies as follows:

1. Check One:

\_\_\_ That Southwind Construction Corp. has defaulted in its obligation to St. Johns County, Florida, to guaranty full restoration regarding project on property owned by St. Johns County.

-or-

\_\_\_ That Beneficiary has received Lender's written notice that this Letter of Credit will not be renewed for an additional one (1) year period and the Beneficiary has not received a letter of credit or other instrument acceptable to Beneficiary as a replacement to this Letter of Credit.

2. The amount demanded hereunder does not exceed the Maximum Amount available to be drawn thereunder as presently provided in the Letter of Credit.

3. The undersigned is an authorized representative of the Beneficiary.

Please wire transfer the amounts paid hereunder to the undersigned as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Terms defined in the Letter of Credit have the same meanings when used herein.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

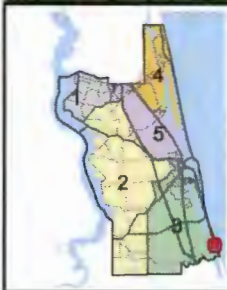
Sincerely,

St. Johns County Land Management Services  
(Beneficiary)

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



2023 Aerial Imagery

Date: 9/28/2023

Soutwind Construction Corp  
of Indiana  
Contractor for USACE

Permissive Use Agreement



Land Management  
Systems  
(904) 209-0760

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 hereon.