

RESOLUTION NO. 2024- 201

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A SHORT-TERM USE AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT FOR THE USE OF DREDGED MATERIAL MANAGEMENT AREA SJ-27 FOR A BEACH NOURISHMENT PROJECT; PROVIDING FOR THE EFFECT OF RECITALS; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS, OR DESIGNEE TO EXECUTE THE AGREEMENT, RELATED DOCUMENTS, AND FUTURE AMENDMENTS; PROVIDING FOR CORRECTION OF ERRORS, AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, St. Johns County (“County”) is constructing the Ponte Vedra Beach Restoration Project, in between monuments R-01 and R-46.2, under FDEP Permit Number 0377843-001-JC (“Project”); and,

WHEREAS, the Florida Inland Navigation District (“FIND”) owns and maintains an unpaved parcel of land known as Dredged Material Management Area DMMA SJ-27 located at Lynette Lane (“Premises”); and,

WHEREAS, FIND has presented a short-term use agreement (“Agreement”), attached hereto as Exhibit “A” and incorporated by reference, to allow the County to use the Premises for the purpose of storing any excess shell material produced by the Project, for a term commencing on April 1, 2024, and terminating on December 31, 2024.

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, conditions, provisions, and requirements of the Agreement, and authorizes the County Administrator, or designee, to execute the Agreement, on behalf of the County.

Section 3. The Board of County Commissioners further authorizes the County Administrator, or designee, to execute any supplemental paperwork/documentation necessary to accomplish the overall goal set forth in the Agreement, including amendments to the duration and property area.

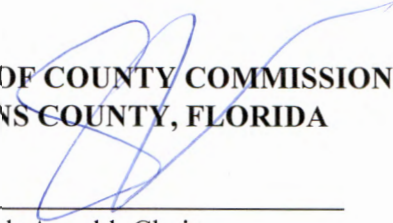
Section 4. To the extent that there are typographical, administrative or scrivener’s errors that do not change the tone, tenor, or concept of the Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 7th day of May, 2024.

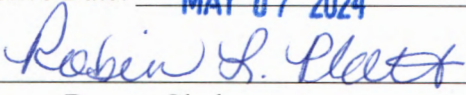
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date MAY 09 2024

By: 
Sarah Arnold, Chair

ATTEST: Brandon J. Patty, Clerk of Court and Comptroller

Effective Date: MAY 07 2024

By: 
Deputy Clerk

Rendition Date: MAY 09 2024



SHORT TERM USE AGREEMENT

THIS SHORT TERM USE AGREEMENT ("Agreement") dated as of this 29th day of March 2024, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as District, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as County.

RECITALS

- A. District is the owner of a parcel of land located in St. Johns County, Florida intended for use as a dredged material management area for the long-term maintenance of the Intracoastal Waterway, said parcel being designated in the District's Long-Range Dredging Plan as Dredged Material Management Area (DMMA) SJ-29 (the "Premises").
- B. County is undertaking a Beach Nourishment Project (the "Project").
- C. County has requested District to make the Premises available to County and its contractor and subcontractors for the handling and temporary storage of rock material needed by the Project.
- D. DISTRICT is of the opinion that such use by the County pursuant to the provisions of this agreement is in the public interest.
- E. District is willing to make the Premises available to County for the Project upon the terms and conditions of this Agreement.

WITNESSETH

THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and other valuable consideration, the sufficiency of which is mutually acknowledged, District and County hereby agree as follows:

1. **INCORPORATION OF RECITALS**

The foregoing recitals are true, correct and incorporated herein by reference.

2. **PREMISES/TERM/LICENSE**

District hereby grants to County the non-exclusive right to use that property located in St. Johns County, Florida and known as DMMA SJ-29, as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Premises"), for a term commencing on April 1, 2024, and terminating on December 31st, 2024 (the "Term").

3. PAYMENT OF USE FEE

- a. County hereby covenants and agrees to pay to District as a use fee for the term of this Agreement the amount of Ten Dollars (\$10.00) ("Base Fee"), together with applicable sales taxes thereon. Base Fee is due and payable in advance on the first day of the Term.
- b. County shall make any and all payments due hereunder to District at that address set forth as follows unless otherwise notified by District in writing:

FLORIDA INLAND NAVIGATION DISTRICT ATTN:
EXECUTIVE DIRECTOR
600 COUNTY HWY 707, UNIT C
JUPITER, FL 33469

- c. County agrees to pay any and all charges and deposits for utilities serving the Premises in addition to said Base Fee.
- d. County shall pay such other charges without demand and without setoff all sums of money or charges as required to be paid by County under this Agreement. If such amounts or charges are not paid at the time provided in this Agreement, they shall be collectible as additional charges with the Base Fee due hereunder and shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or such lesser rate as shall be the maximum permitted by law.

4. INTENTIONALLY DELETED

5. INTENTIONALLY DELETED

6. USE OF PREMISES/CONDUCT OF BUSINESS

- a. County shall continuously occupy and use the Premises solely for the handling and temporary storage of rock, other materials and equipment for the construction of the Project (hereinafter called the "Permitted Use"). County shall not use the Premises for any other uses without District's prior written consent.
- b. County shall, at County's expense, comply with all laws, ordinances and regulations of the United States, State of Florida, and the County of St. Johns, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises, and shall not make any use of the Premises which shall unreasonably disturb District's neighbors or otherwise become a nuisance. District's representative shall have the right to enter upon the Premises at any time without prior notice to investigate complaints of excessive or unreasonable noise, light or odor and, if such representative determines that such complaint is substantiated, shall have the right to shut down operations on the Premises for a period of up to 72 hours. During any such shutdown period, County and County's contractor shall meet with District's Executive Director to determine what corrective actions are required to re-commence operations.
- c. County shall limit its activities on the Premises to the hours of 8:30 a.m. to 5:00 p.m. on weekdays, except for legal holidays, during which no activities shall occur on the Premises without the written consent of the Executive Director.

7. COUNTY'S FIXTURES AND ALTERATIONS

- a. County agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Premises without first obtaining the written consent of District, which shall not be unreasonably withheld or delayed. All alterations, improvements and additions made by County and all chattels affixed by County to the Premises shall be removed from the Premises at the expiration or earlier termination of this Agreement, except as otherwise provided herein.
- b. In addition to the above, County shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at County's expense.

8. ASSIGNMENT AND SUBLETTING

- a. County shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Agreement or any interest of County herein, in whole or in part, nor sublet the whole or any part of the Premises, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of District in each and every instance, which shall not be unreasonably and arbitrarily withheld. The consent of District to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Agreement or any interest of County herein be assigned or if the whole or any part of the Premises be sublet or used or occupied by others after having obtained District's prior written consent thereto, County shall nevertheless remain fully liable for the full performance of all obligations under this Agreement to be performed by County and County shall not be released therefrom in any manner.
- b. Should County, in violation of the provisions of this Paragraph, assign this Agreement, or sublet the Premises or any portion thereof without obtaining District's prior written consent, then such assignment or sublease shall be null and void and of no force and effect. Such act on the part of County shall be deemed a default of County entitling District to exercise any of the rights and remedies therefor as set forth in Paragraph 17 hereof.
- c. In the event County assigns or sublets the Premises pursuant to this Paragraph 8 of this Agreement, any rent collected by County as sublessor or assignor which exceeds the amount of Base Fee due from County to District hereunder shall be due and payable to District.

9. LIENS

- a. Mechanics' or Materialmen's Liens: County shall not cause any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to County in connection with any work of any character performed or claimed to have been performed on the Premises, by or at the direction of County.

If the Premises or any part thereof or County's interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the District, County shall promptly notify District of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.

- b. **District's Liability for County's Liens**: It is hereby agreed by the parties hereto that District will not be liable for any labor, services or materials furnished or to be furnished to County or to anyone holding the Premises, or any part thereof, through or under County, and that no liens for any labor or material shall attach to or affect the interest of District in and to the Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of County to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle District to those rights and remedies set forth in Paragraph 17 hereof.

10. **NON-LIABILITY OF DISTRICT/WAIVE INDEMNIFICATION**

- a. As a consideration for the making of this Agreement and in light of the fact that County has had the opportunity to make such inspections and tests as County, in County's judgment, has deemed necessary, County accepts the Premises in its "As-Is Condition" and District shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of County or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, whether the same damage or injury shall be caused by or be due to the negligence of District, nor the interference with light or incorporeal hereditaments, specifically excluding from such indemnification such damage or injury which results from the gross negligence of District, nor shall District be liable for any defect in the Premises, latent or otherwise, except as provided by law.
- b. County, to the extent permitted under Section 768.28, Florida Statutes, shall indemnify, defend and save District harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury, damage to property or business, natural resource damage, fines and penalties arising from, related to, or in connection with the occupancy or use by County of the Premises or occasioned wholly or in part by any act or omission of County, its contractors, subcontractors, sublessees, licensees, or concessionaires, or its or their respective agents, servants or employees. Provided that the foregoing indemnification shall not be construed to constitute an agreement by the County to indemnify the District for the District's negligent, willful or intentional acts or omissions.
- c. County shall include in any construction contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless the County and District, their officers and employees, from liabilities, damages, losses and costs,

including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.

- d. County shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by County or County's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, and the County of St. Johns, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.
- e. The provisions of this Section 10 shall survive the termination of this Agreement.

11. INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the County represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If County is not self-insured, County shall, at its sole expense, purchase and maintain in full force and effect at all times during the term of this Agreement, the insurance with limits not less than those contained in the Statute.

The County agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should County contract with a third-party to perform any service related to the Agreement, County shall require the third-party to provide the following minimum insurance:

- a. Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include County and District as Additional Insureds. County shall also require that third-party to include a Waiver of Subrogation against District.
- b. Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- c. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the County shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the County of its liability and obligations under this Agreement.

12. REPAIRS AND MAINTENANCE OF PREMISES

- a. County shall at all times at its sole cost and expense keep and maintain the Premises, including, without limitation, the landscape buffer, perimeter fence and gate, dike and weir in good order, condition and repair and shall not commit or suffer any waste on the Premises.
- b. County will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for County's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.
- c. County, at County's sole cost, shall completely remove County's Project Materials and equipment from the Premises and properly dispose or reuse the same not later than the last day of the Term.
- d. In the event County defaults in the performance of any of its obligations under this Paragraph 12, District, in addition to District's other remedies under this Agreement, at law or in equity, may, but shall not be obligated to, cure such default on behalf of County and County shall reimburse District upon demand for any sums paid or costs incurred curing such default.
- e. The provisions of this Paragraph 12 shall survive the termination of this Agreement.

13. INTENTIONALLY DELETED

14. PLANS

The following plans will guide the development, use and management of the Premises. These plans, if not already developed, will be developed in accordance with the schedule and methodology stipulated below. County shall seek and receive written approval from District prior to deviating from these approved plans and shall advise District in writing upon discovery that it has deviated from any of the criteria or standards of these approved plans:

- a. **WORK AREA.** The handling and storage of equipment and materials shall only occur within the work area depicted on Exhibit "B" attached hereto and made a part hereof by reference.
- b. **LOCAL COORDINATION:** County's contractors will provide points of contact with the County of St. Johns Engineering Department and Florida Inland Navigation District. County will maintain constant contact (and coordinate any required staging activities and management of public and private interests) with these parties during all phases of the project.

c. **SITE RESTORATION PLAN:** County shall submit a site restoration plan to District for its approval prior to placing any material or equipment on the Premises. This plan will describe: plans and specifications, as well as a timeline, for the restoration of the Premises to the same condition as existed at the commencement of the Term, fair wear and tear excluded; sampling and testing protocols for collecting information on the then-existing soils [including physical (grain size and soil classification) and chemical characteristics] for comparison with the results of the baseline sampling plan; and plans for remediating any identified contamination in excess of allowable levels set forth in the Environmental Laws referenced in Paragraph 15 of this Agreement or the Soil Cleanup Target Levels (Direct Exposure-residential) set forth in Chapter 62-777, F.A.C.; and a post-dredge topographic survey of the existing material within the Facility.

15. **HAZARDOUS MATERIALS:**

County agrees that, during the term of this Agreement, it:

- a. Shall keep or cause the Premises to be kept free of hazardous wastes or substances.
- b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of County, or County's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto the Premises.
- c. Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- d. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Agreement, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.
- e. Shall immediately provide District with notice of any release or threatened release of hazardous waste on or about the Premises, and shall immediately provide District with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about the Premises.
- f. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Premises, to the extent caused by or arising from County's use of the Premises.

16. **EVENTS OF DEFAULT**

The following shall constitute Events of Default:

- a. If County defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from District to County.
- b. If County defaults in fulfilling any of the other covenants of this Agreement on County's part to be performed hereunder and such default shall continue for the period of fifteen (15) days after notice from District to County specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said fifteen (15) day period, if County shall not in good faith have commenced the curing or remedying of such default within such fifteen (15) day period and shall not thereafter diligently proceed therewith to completion.
- c. If any execution or attachment shall be issued against County or any of County's property and shall not be discharged or vacated within seven (7) days after the issuance thereof.
- d. The vacation of the Premises by County prior to the end of the Term.
- e. The failure to fully remove from the Premises within the time periods specified herein all material deposited on the Premises by County.

In the Event of Default, District shall provide County with such written notice thereof as shall be required under Florida law.

17. **REMEDIES IN EVENT OF DEFAULT**

- a. In the event of a default hereunder and such default shall continue after the giving of written notice thereof to County, District may at District's option:
 - i. terminate the Agreement and retake possession of the Premises for its own account,
 - ii. stand by and do nothing, holding the County liable for the Rent due as it matures, including any accelerated Rent,
 - iii. retake possession of the Premises for the account of the County, holding the County liable for the difference between the Rent stipulated to be paid under the Agreement and what, in good faith, the District is able to recover from a reletting, or
 - iv. avail itself of any other option or remedy available under Florida law; and,in any event County, shall give up the Premises to District.
- b. If the notice provided herein shall have been given and this Agreement shall be terminated; or if the Premises become vacant or deserted; then, in addition to all

other remedies of District, District may without notice re-enter the Premises either by force or otherwise and, by summary proceedings or otherwise, dispossess County and/or the legal representative of County or other occupant of the Premises, and remove effects and repossess and enjoy the Premises, together with all alterations, additions and improvements, all without being liable to prosecution or damages therefor.

c. If County defaults in the performance of any of the terms and conditions of this Agreement and District employs the services of an attorney to enforce performance of County hereunder, County shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the District pertaining thereto and in enforcement of any remedy available to the District.

18. SURRENDER OF POSSESSION/HOLDING OVER

- a. At the end of the tenure of this Agreement, County shall quit and deliver up the Premises to District in as good a condition as they are now, excepting reasonable wear and tear.
- b. Should County hold over in possession of the Premises after the expiration of the Initial Term or, if applicable, the Renewal Term hereof, without the execution of a new Agreement or extension or renewal agreement, County, at the option of District, shall be deemed to be occupying the Premises from month to month, subject to being terminated by either party upon at least fifteen (15) days written notice, at the rent in effect during the last month of the term or any extension or renewal thereof and otherwise subject to all of the other terms and conditions of the Agreement on a monthly basis.
- c. Should County refuse to give up possession of the Premises after the expiration of the term hereof and after demand to do so by District, District may demand double the monthly rent. In addition, County shall be liable for all court costs, attorney's fees and other costs related to removing County from the Premises.

19. ACCESS BY DISTRICT

District may, during the term of this Agreement at reasonable times, enter to inspect the Premises upon reasonable advance oral notice to County, except that no notice shall be required in emergency situations or to investigate noise, light or odor complaints. District also reserves the right to enter the Premises at any time to make such repairs, additions or alterations as it may deem necessary for the safety, improvement, or preservation thereof, upon reasonable advance oral notice to County, except that no notice shall be required in emergency situations, but District assumes no obligation to do so, and the performance thereof by District shall not constitute a waiver of County's default in failing to perform the same. District shall in no event be liable for any inconvenience, disturbance, loss of business or the damage to County by reason of the performance by District of any work in, upon or under the Premises.

20. INTENTIONALLY DELETED

21. INTENTIONALLY DELETED

22. INTENTIONALLY DELETED

23. INTENTIONALLY DELETED

24. ATTORNEYS' FEES

In the event this Agreement shall be the subject of litigation between the parties hereto for any reason whatsoever, the prevailing party in such litigation shall recover from the other party the costs of such action, including, but not limited to, reasonable attorneys' fees incurred in any and all mediation, arbitration, trial, appellate, post-judgment, bankruptcy and administrative proceedings.

25. Notices

Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to County: St. Johns County
 3171 Coastal Highway
 St. Augustine, FL 32084
 Attention: Coastal Manager

If to District: Florida Inland Navigation District
 600 County Hwy 707, Unit C
 Jupiter, FL 33469
 Attn: Executive Director

With a copy to: Peter L. Breton, Esq.
 Law Office of Peter L. Breton, PLLC.
 2427 Ashbury Circle
 Cape Coral, FL 33991

Except as provided herein to the contrary, Notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the third mail delivery day after the day of mailing as provided above, and the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt so deemed. In addition, the inability of the United States Postal Service to deliver because of a change of address of the party of which no Notice was given to the other party shall be deemed to be the receipt of the Notice sent. Changes of address and persons to whom Notice shall be addressed shall be made by Notice hereunder.

26. MISCELLANEOUS

- a. County has inspected the Premises and is familiar with its present condition and takes said Premises in "As-Is" condition.
- b. The failure of District or County to take any action against the other for violation of any of the terms of the Agreement shall not prevent a subsequent act of a similar nature from being a violation of the Agreement.
- c. No act or agreement to accept surrender of the Premises from County shall be valid unless in writing signed by the parties hereto.
- d. This Agreement fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.
- e. **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR COUNTY'S USE AND OCCUPANCY OF THE PREMISES.**
- f. County hereby acknowledges County's responsibility to insure County's property maintained within or upon the said Premises at County's expense.
- g. County shall not change or install additional locks on any gates without District's express written consent. In the event County changes or installs additional locks, County shall provide District with duplicate keys therefor at County's expense.
- h. If any term or condition of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i. Receipt of rent by District, with knowledge of any breach of this Agreement by County, or of any default by County in the observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed to be a waiver of any provision of this Agreement.

- j. This Agreement shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that District may file a memorandum of this Agreement.
- k. This Agreement shall be construed under the laws of the State of Florida.
- l. The Section headings of this Agreement are for convenience only and are not to be considered in construing the same.
- m. This Agreement may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- n. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement; (b) it has all necessary power and authority to enter into this Agreement and to perform the agreements contained in this Agreement; and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party.
- o. The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- p. RADON GAS

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

[THE REMAINDER OF THIS PAGE IS BLANK]

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

Signed, sealed and delivered in the presence of:

AS TO LANDLORD:

FLORIDA INLAND NAVIGATION DISTRICT

By: Janet Zimmerman
Janet Zimmerman – Executive Director

DATED: 3/29/24

Ian Eyreington
Witness
Print Name: Ian Eyreington

Glenn Sankin
Witness
Print Name: Glenn Sankin

Approved to form and legal sufficiency:

DocuSigned by:
Peter L. Breton
Peter L. Breton, Esq., General Counsel

AS TO COUNTY:

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

By: _____

DATED: _____

Witness
Print Name: _____

Witness
Print Name: _____

Approved to form and legal sufficiency:

Exhibit A Legal Description

O. R. 943 PG 1058

SCHEDULE "A"

DESCRIPTION:

A parcel of land lying in sections 34 and 45, township 5 South, Range 29 East, and sections 3 and 46 township 6 South, Range 29 East, St. Johns County, Florida, being more particularly describe as follows:

Begin at the intersection of the westerly Right-of-Way line of Lynette Lane, as recorded in Official Records Book 536, Page 531 of the public records of St. Johns County, Florida, and the southerly line of Government Lot 1 of said section 3, run thence North 03 degrees 59 minutes 40 seconds East a distance of 1252.59 feet to a point on the North line of said section 46; thence North 07 degrees 10 minutes 20 seconds East a distance of 1324 feet more or less to the Mean High Water Line of the Marshes lying westerly of Stokes Creek; thence meander in a southeasterly direction along said Mean High Water Line a distance of 62 feet more or less to a point on the North line of said section 3; thence meander in a southeasterly, southwesterly, easterly and southerly direction a distance of 2590 feet more or less to the southerly line of said Government Lot 1 of said section 3; thence North 86 degrees 00 minutes 12 seconds West along said southerly line a distance of 1803 feet more or less to the point of beginning.


whereof the City of Orlando,
typing or printing unsatisfactory in
this document.



Exhibit B

DMMA SJ-29 Map

Legend

 Staging Area Limits

Google Earth

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