

**RESOLUTION NO. 2024-58**

**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 VILANO BOAT RAMP FOR REMOVAL OF DERELICT VESSELS.**

**RECITALS**

**WHEREAS**, Divecom Services, LLC, a Florida limited liability company, doing business as Divecom Marine Services, has requested temporary use of a portion of County property located at 101 Vilano Causeway, St. Augustine, FL 32084, commonly known as the Vilano Boat Ramp (“Property”); and

**WHEREAS**, Divecom Marine Services seeks temporary use of the Property as a staging area for equipment and materials and for access to remove and demolish derelict vessels in accordance with its contract with Florida Fish and Wildlife Commission and to secure a portion of the Property from public access during its use; and

**WHEREAS**, the County and the Divecom Marine Services seek to enter into the Non-Exclusive Permissive Use Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, to set forth their respective duties and obligations regarding use of the Property; and

**WHEREAS**, for the health and safety of the public it is necessary for the Contractor to secure a portion of the public parking lot and boat ramp access area from public access during its use of the property.

**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 6th day of Febraury, 2024.

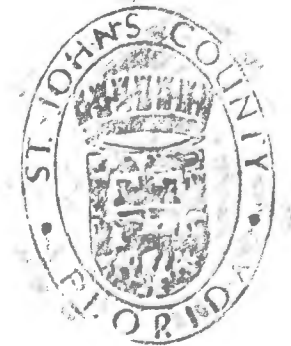
**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Sarah Arnold, Chair

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

Rendition Date: FEB 07 2024

Crystal Smith  
Deputy Clerk





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

**THIS AGREEMENT** (Agreement) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida (County) and **Divecom Services, LLC, a Florida limited liability company, doing business as Divecom Marine Services** (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 101 Vilano Causeway, St. Augustine, FL 32084, commonly known as the Vilano Boat Ramp, Parcel Account No. 1494300000 (Property), and more specifically depicted in Attachment 1; and

**WHEREAS**, the Property currently serves as parking area and boat ramp access area as shown in Attachment 1, map attached hereto; and

**WHEREAS**, the Contractor seeks temporary use of the Property as a staging area for equipment and materials and for access to remove and demolish derelict vessels in accordance with its contract with Florida Fish Wildlife Commission (Client); and

**WHEREAS**, for the health and safety of the public it is necessary for the Contractor to secure a portion of the Property from public access during the hours of use. Public access to the boat ramp area will remain open during regular hours of operation when not in use by Contractor. Contractor will set up barriers with appropriate warning signs at boundary of its work area during its use to ensure separation from public and construction activities. Contractor shall provide personnel to ensure the public does not enter the portion of Property being utilized by Contractor; and

**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 and Operations Plan)
  - c. Attachment 3 (Proof of Insurance)
  - d. Attachment 4 (Pre-Use Assessment of the Property)
  - e. Attachment 5 (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 to remove and demolish derelict vessels in accordance with its contract with Florida Fish and Wildlife Commission, FWC Bid Number ARPRFQ 23-24-013 St. Johns County.

**a. Duration of Use.** Use of the boat ramp and parking lot travel lanes will begin **2/20/2024 (Beginning Date) Monday through Thursday, concluding on 3/15/2024 (Ending Date)**, use of the parking area for staging of equipment and materials may be continuous from 2/20/2024 to 3/15/2024, unless otherwise authorized by the County in writing.

**b. Hours of Use.** For the Duration of Use, the County authorizes the Contractor to utilize the property during the following hours: 9am to 3pm. 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. The County may permit the Contractor to work outside of the stated times or require Contractor to limit use to different times in such cases that it increases public access and/or improves public safety. The Contractor will adhere to the above stated hours of use, unless otherwise authorized by the County staff in writing.

**c. Public Access.** For the Duration of Use, the Contractor will restrict public access to the Property, only during the specified hours of use as specifically described in Attachment 2 – Site Plan and Operations Plan. The Contractor understands and agrees any Equipment, Materials or debris that remains on the Property at any time other than during the permitted hours of use will be secured from the Public. The Contractor will make every effort to maintain the public safety while minimizing the restrictions to public access to the public areas. The Contractor understands and agrees that the County assumes no liability for any damage to any Equipment stored on the Property.

**d. Site Plan and Operations Plan**

- i. The Contractor must provide a site plan and operations plan that, at minimum, includes the following: a plan of the hours of use; a plan to restrict public access; specific description of the Equipment and Materials staging areas located on the Property; a plan to secure equipment from public access;
- ii. The Site Plan and 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 Site Plan and Operations Plan.

**e. 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 generated during use of the Property and will pressure wash and perform other restoration as is necessary to restore the property to its pre-use condition by no later than two (2) 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 4, 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 two (2) 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) shall be completed and provided to the Contractor detailing the extent of damage to the Property.

**d. Restoration.** Except normal wear and tear caused by pedestrian and/or passenger vehicle traffic, or damages caused by activities unrelated to the Contractor's use of the Property, the Contractor is solely liable to restore the Property to its pre-use condition. Accordingly, the 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 has estimated that the cost to restore the Property to a safe and operable condition is **\$500 (Estimated Restoration Costs)**. 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 Estimated Restoration Costs. . The Contractor will make every effort to minimize damage to the boat ramp during use, including the use of specialized equipment when

necessary. In the event the Contractor fails to restore the property to pre-use condition by the date provided herein, the County may utilize up to the full amount of the Security for Restoration to restore the Property to a safe and operable condition. The requirement that Contractor restore the Property to pre-use condition remains in effect regardless of whether the County utilizes the Security for Restoration to bring the property into a safe and operable state. Should the Contractor comply fully and timely with the terms as provided in Paragraph 5(d) above, the County shall return to the Contractor the full balance of the payment security within ten (10) days following the Contractor's 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 3/17/2024

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 caused by or arising from use of the Property by the Company, its employees, members, agents, and subcontractors. The Company 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.** This Agreement does not constitute authorization or permit approval to commence construction of the Contractor's project or other associated improvements. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR: Divecom Services, LLC  
doing business as Divecom Marine Services

\_\_\_\_\_  
Witness Signature                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature                      Date

\_\_\_\_\_  
Print Name

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

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



**WITNESSES:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Witness Name

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

By: \_\_\_\_\_  
Deputy Clerk

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

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

Its: \_\_\_\_\_

**Legally Sufficient:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Attorney

Attachment 1 - Depiction of Property



# DIVECOM

## MARINE SERVICES

### Derelict Vessel Removal

FWC Bid Number: ARPRFQ 23-24-013 St.  
Johns County

**Location:**

Vilano Boat Ramp  
St. Johns County

**Client**

FWC / St. Johns  
County

Thur, Feb 1st,  
2024

# DIVECOM

## MARINE SERVICES

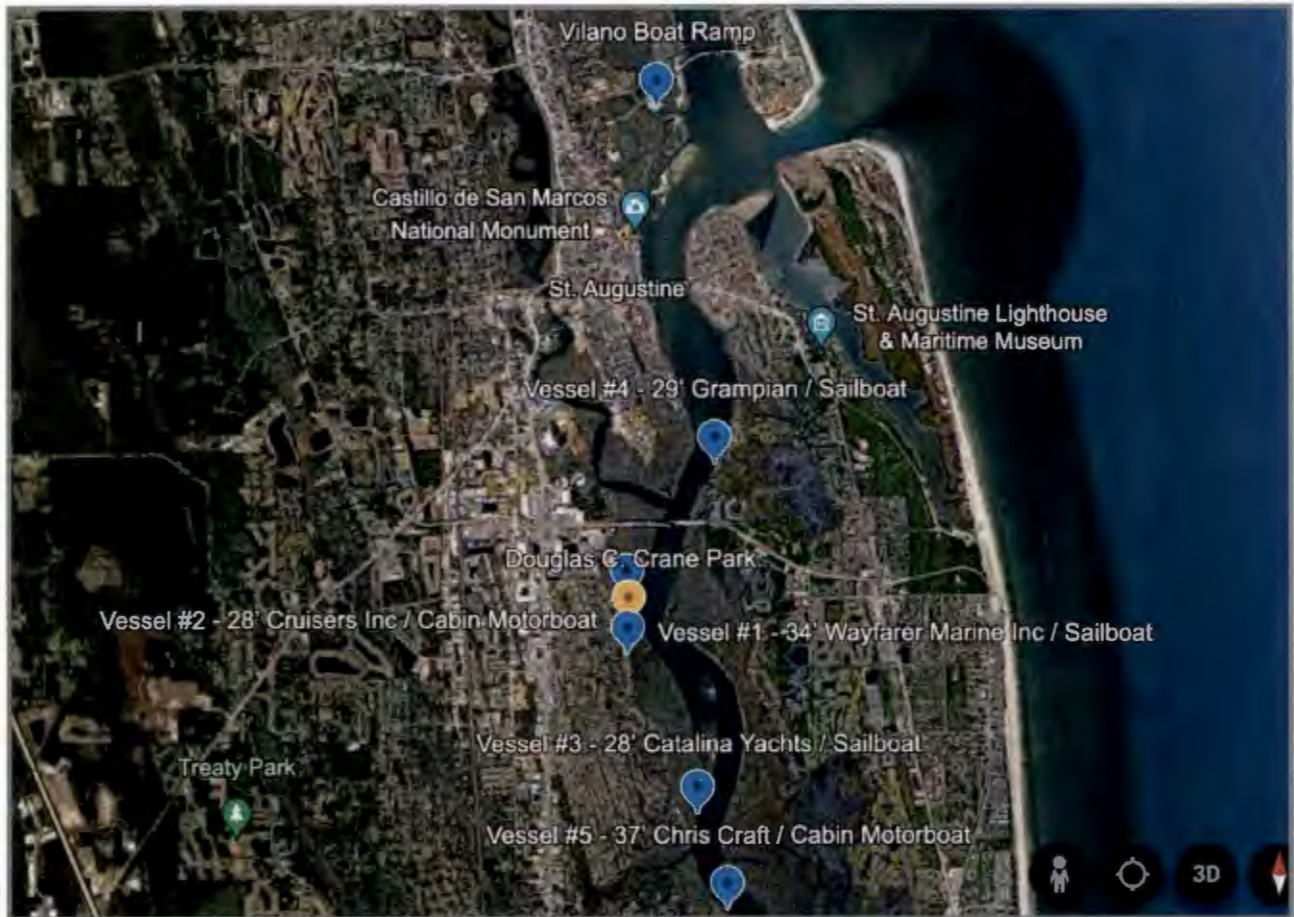
7977 Barr Rd, Myakka City, FL 34251  
USA Ph:+1. 813.321.3232 E:  
office@divecom.us LP 188 Western Main  
Road Carenage, Trinidad W.I. Ph:  
+1.868.222.0027 E: trinidad@divecom.us  
[www.divecom.us](http://www.divecom.us)



7977 Barr Rd, Myakka City, FL 34251 USA Ph:+1. 813.321.3232 E: office@divecom.us  
LP 188 Western Main Road Carenage, Trinidad W.I. Ph:+1.868.222.0027 E: trinidad@divecom.us  
[www.divecom.us](http://www.divecom.us)

## Operations Plan

Divecom Services LLC dba Divecom Marine Services has been awarded the ARPRFQ 23-24-013 St. Johns County Derelict Removal Contract for 5 derelict vessels on the Matanzas River. Vessel images provided below from the FWC Project Manager.



Overall Project Map





7977 Barr Rd, Myakka City, FL 34251 USA Ph:+1. 813.321.3232 E: office@divecom.us  
LP 188 Western Main Road Carenage, Trinidad W.I. Ph:+1.868.222.0027 E: trinidad@divecom.us  
[www.divecom.us](http://www.divecom.us)

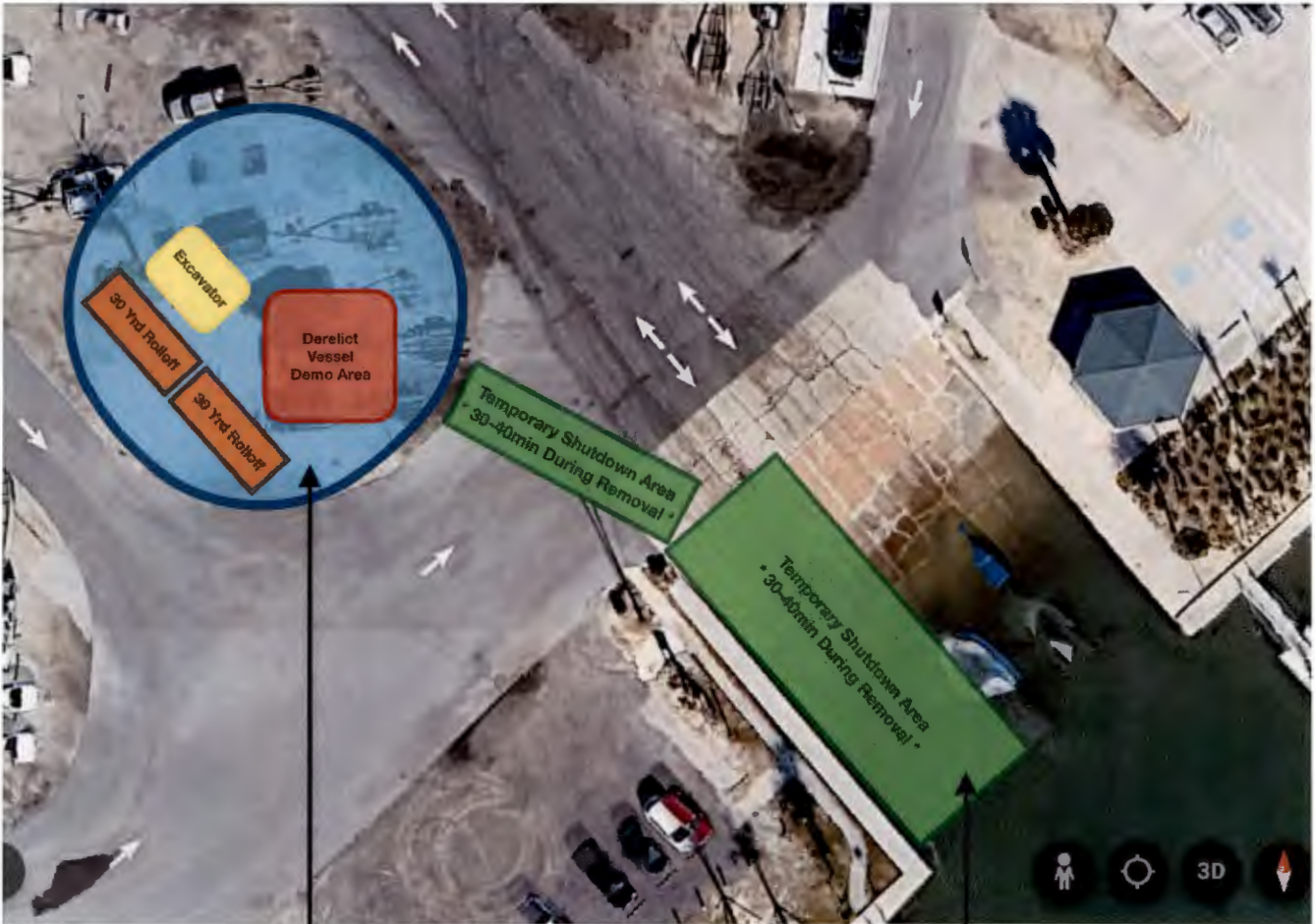
## Operations Plan



Derelict Vessel Images (FWC)



## Site Plan Vilano Boat Ramp



**Overall Site Map**  
\*Site Plan Not To Scale\*

Proposed Area for the the demo of the 5 derelict vessels. We would rotate out two 30 yard roll containers and utilize our excavator in the dirt section of the parking lot to reduce impact on the ramp.

Temporary shutdown area of the ramp. This area would be caution coned and taped off during the actual removal of the derelict vessels. We estimate this to be 5 different spans of 30-40min per vessel.



1323 20th Ave East Palmetto, FL USA 34221 Ph:+1. 813.321.3232 E: office@divecom.us  
 LP 188 Western Main Road Carenage, Trinidad W.I. Ph:+1.868.222.0027 E: trinidad@divecom.us  
[www.divecom.us](http://www.divecom.us)

## Certificate Of Insurance

### Divecom Marine Services

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 1/31/2024																					
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.																							
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> Fisk Marine Insurance International, LLC 8110 Breakwater Drive New Orleans LA 70124	<b>CONTACT</b> NAME: Jodi Wibel PHONE (A/C No. Ext): (504) 302-4400 FAX (A/C No.): (866) 543-4619 E-MAIL ADDRESS: jwibel@fiskusa.com																						
<b>INSURED</b> Divecom Services, LLC 1323 20th Ave East Palmetto FL 34221	<b>DIVESER-01</b> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American Interstate Insurance Company</td> <td></td> <td>31895</td> </tr> <tr> <td>INSURER B: Great American Insurance Company</td> <td></td> <td>22136</td> </tr> <tr> <td>INSURER C: StarStone Insurance</td> <td></td> <td>25496</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: American Interstate Insurance Company		31895	INSURER B: Great American Insurance Company		22136	INSURER C: StarStone Insurance		25496	INSURER D:			INSURER E:			INSURER F:			
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INSURER F:																							
<b>COVERAGES</b> <b>CERTIFICATE NUMBER: 1284850799</b> <b>REVISION NUMBER:</b>																							
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.																							
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A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	AVWCFL3212802023	10/5/2023	10/5/2024	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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																
A	MEL	Y		AVWCFL3212802023	10/5/2023	10/5/2024	MEL Limit 1,000,000																
B	H&P P&I			OMH 3274170-03	8/6/2023	8/6/2024	P&I Limit 1,000,000																
B	Vessel Pollution			OMH 3273811-03	8/6/2023	8/6/2024	Pollution limit 1,000,000																
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required)</b> General Liability policy includes blanket additional insured and blanket waiver of subrogation as required by written contract, ship repairs legal liability, limited sudden and accidental pollution, and primary and non-contributory endorsements. Workers comp policy includes blanket waiver of subrogation as required by written contract, USL&H, Outer Continental Shelf, Gulf of Mexico extn (all states except TX), blanket alternate employer, voluntary compensation, maritime employers liability, TWMC and 30-day notice of cancellation except 10 days for nonpayment of premium Excess policy is follow-form over GL, HNOA, P&I, EL, MEL and VPOL. P&I and VPOL policies cover 5 workboats. Contractors Pollution policy #ICELLM00153548 Ironshore Specialty Insurance Co. \$2MM liability limit, Eff. 8/6/23 - 8/6/2024.																							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>																			
St. John's 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 																			
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/31/2024

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 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> Fisk Marine Insurance International, LLC 8110 Breakwater Drive New Orleans LA 70124	<b>CONTACT NAME:</b> Jodi Wibel	
	<b>PHONE (A/C, No, Ext):</b> (504) 302-4400	<b>FAX (A/C, No):</b> (866) 543-4619
<b>E-MAIL ADDRESS:</b> jwibel@fiskusa.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> American Interstate Insurance Company		31895
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<b>INSURER C :</b> StarStone Insurance		25496
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 1284850799                      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>	Y	Y	OMH 3274018-03	4/27/2023	4/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 SRLL \$ 1,000,000
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	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR	Y	Y	AT5942233MAR	8/6/2023	8/6/2024	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		Y	AVWCFL3212802023	10/5/2023	10/5/2024	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	MEL		Y	AVWCFL3212802023	10/5/2023	10/5/2024	MEL Limit 1,000,000
B	Hull P&I			OMH 3274170-03	8/6/2023	8/6/2024	P&I Limit 1,000,000
B	Vessel Pollution			OMH 3273911-03	8/6/2023	8/6/2024	Pollution limit 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 General Liability policy includes blanket additional insured and blanket waiver of subrogation as required by written contract, ship repairers legal liability, limited sudden and accidental pollution, and primary and non-contributory endorsements. Workers comp policy includes blanket waiver of subrogation as required by written contract, USL&H, Outer Continental Shelf, Gulf of Mexico extn (all states except TX), blanket alternate employer, voluntary compensation, maritime employers liability, TWMC and 30-day notice of cancellation except 10 days for nonpayment of premium Excess policy is follow-form over GL, HNOA, P&I, EL, MEL and VPOL. P&I and VPOL policies cover 5 workboats. Contractors Pollution policy #ICELLUW00153548 Ironshore Specialty Insurance Co. \$2MM liability limit, Eff. 8/6/23 - 8/6/2024.

<b>CERTIFICATE HOLDER</b>  St. John's County 500 San Sebastian View St. Augustine FL 32084	<b>CANCELLATION</b>  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 
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## Attachment 4 - Pre-Use Assessment

Condition as of 2/1/2024

Parking area, sea wall and boat ramp are in good condition.  
See photos on following pages.







Attachment 5 - Security for Restoration Costs

**BANK OF AMERICA**  Cashier's Check No. 1303112157

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a search statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days 30-1/1140 Date 02/01/24 03:25:50 PM  
NTX

GATEWAY NORTH  
0008 0200789 0069

Pay  **BANK OF AMERICA** **50000**  
FIVE ZERO ZERO CTSCTS **\*\*\$500.00\*\***

**\*\*Five Hundred and 00/100 Dollars\*\***

To The **ST. JOHNS COUNTY**  
Order Of

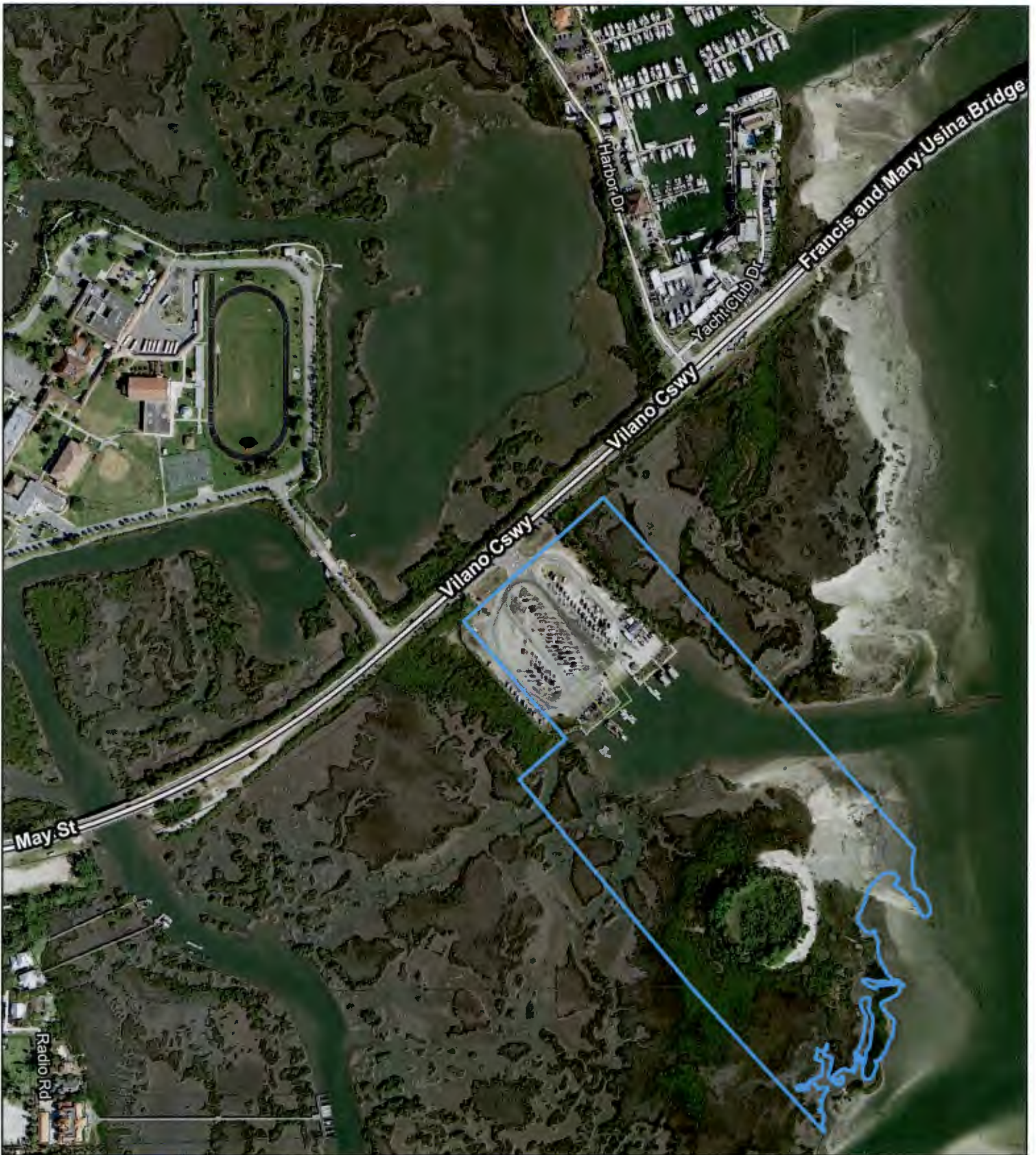
Remitter (Purchased By): **DIVECOM SERVICES LLC**

Bank of America, N.A.  
SAN ANTONIO, TX

  
AUTHORIZED SIGNATURE

08-53-3364B 06-2019

**THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. ■ HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS. ■**



2023 Aerial Imagery  
Date: 2/1/2024

**Non-Exclusive Permissive  
Use Agreement**

**Vilano Boat Ramp**



Land Management  
Systems  
(904) 209-0782

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.