

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 BETWEEN THE COUNTY AND PGA TOUR, INC. FOR THE TEMPORARY USE OF COUNTY PROPERTY AT THE PALM VALLEY BRIDGE; PROVIDING FOR THE COUNTY ADMINISTRATOR TO EXECUTE SUBSEQUENT AMENDMENTS TO THE AGREEMENT UNDER CERTAIN CIRCUMSTANCES; PROVIDING INSTRUCTIONS TO THE CLERK OF COURT.

RECITALS

WHEREAS, PGA Tour Inc. and the County negotiated a Non-Exclusive Permissive Use Agreement, attached hereto as Exhibit “A,” incorporated by reference and made a part hereof, for temporary use of the Palm Valley Bridge underpass during The Players Championship (“Tournament”); and

WHEREAS, the Agreement allows for the temporary use of a portion of the Palm Valley Bridge underpass for parking trucks, trailers, and equipment used for the Tournament; and

WHEREAS, the Tournament provides a significant benefit to the County through national promotion and positive economic impact, attracting a large number of spectators.

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 the Agreement, in substantially the same form as attached hereto.

Section 3. The County Administrator is hereby authorized to execute any subsequent amendments to the Agreement, without further Board action, that do not propose to amend, modify, or otherwise change the material terms, conditions, provisions, or requirements of the Agreement.

Section 4. To the extent that there are any typographical and/or administrative errors and/or omissions that do not change the tone, tenor or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. The Clerk of Court is instructed to file the original Non-Exclusive Permissive Use Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this ^{4th} day _____ of February, 2025.

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

Rendition Date FEB 5 2025

By:

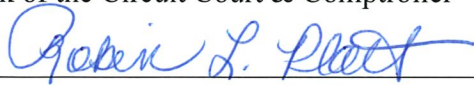


Krista Joseph, Chair

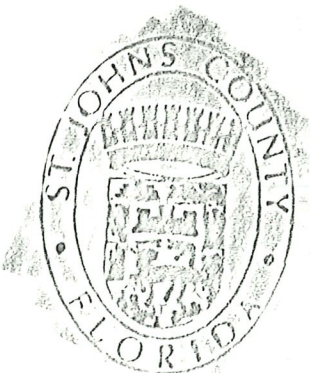
ATTEST: Brandon J. Patty

Clerk of the Circuit Court & Comptroller

By:



Deputy Clerk



USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between **PGA TOUR, INC**, a Maryland not-for-profit-corporation (“**TOUR**”) and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (“**County**”).

RECITALS:

A. County is the owner of certain real property which is located in St. Johns County, Florida and more particularly described on Exhibit A attached hereto (the “**Property**”).

B. TOUR is the organization of professional tournament golfers of worldwide stature that, among other things, sanctions, owns and operates (i) an annual golf tournament on the PGA TOUR known as THE PLAYERS Championship (the “**Tournament**”), held yearly at TPC Sawgrass in Ponte Vedra Beach, Florida. The Tournament, which provides a significant benefit to the County through national promotion and positive economic impact, attracts a large number of spectators resulting in a need for vehicular parking.

D. TOUR desires to use part of the Property for offsite parking for trucks, trailers and other equipment used for the Tournament (“**Parking**”).

E. The parties hereto are entering into this Agreement to memorialize TOUR’s annual use of the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOUR and County agree as follows:

1. **TERM.** The term of this Agreement shall be for a period commencing upon the execution of this Agreement and continuing for ten (10) years (“**Term**”) unless extended by TOUR and County in writing as set forth in Section 2; provided, however, each party shall be obligated to fulfill its obligations under the Agreement which accrued but remain unpaid or not performed as of the date of termination.

2. **EXTENSION OF AGREEMENT.** TOUR may request up to two (2) ten (10) year extensions of this Agreement by submitting a written request to the County, at least 180 days prior to the Term expiration date. Should the County agree to extend this Agreement, then the parties shall execute a written amendment to this Agreement.

3. **PARKING RIGHTS.**

(a) **Exclusive Use.** Each year of the Term, County shall make the Property exclusively available to TOUR for twenty-one (21) days (“**Parking Period**”) for Parking and the preparation and clean-up associated therewith, regardless of whether the Property is actually used in such manner on each such day of the Parking Period. Notwithstanding the foregoing, in no event shall TOUR be required to use the Property for such purposes, and if TOUR does not use the Property as permitted hereunder, TOUR shall not be responsible for any expense related to or liability in connection with the Property. For any period of exclusive use and as a condition therewith TOUR shall provide County with written notice at least thirty (30) days prior to commencement of the Parking Period.

(b) **Modification to Property.** During the Parking Period, County shall permit TOUR to rope and/or fence (chain or barricade) the Property and to place directional signage for Parking. Additional lighting shall not be utilized. TOUR shall be solely responsible for configuring the Property for use during the Parking Period.

(c) **Repair and Restoration.** Consistent with Section 5.(d) herein, TOUR shall be responsible for repair or restoration of the Property after each Parking Period to its condition immediately preceding that year’s Parking Period, normal wear and tear excepted.

5. **TOUR OBLIGATIONS.**

(a) **Expenses.** Except as otherwise specifically set forth herein, TOUR shall be responsible for all expenses associated with TOUR’s use and operation of the Property during each Parking Period (e.g., installation and removal of any and all ropes, barricades, signage, etc.) and for repair and restoration of the Property as set forth in Section 5(c) above.

(b) **Insurance.** During the Parking Period, TOUR shall properly insure the Property as part of TOUR’s tournament liability policy for the Tournament, naming the County as additional insured, which will include commercial general liability insurance covering claims for injuries to people or damage to property. Upon request by County, TOUR shall provide County a certificate of insurance evidencing such coverage. TOUR shall name the County as an additional insured on all comprehensive general liability insurance policies required herein, and shall issue certificates evidencing such insurance policies to the County no less than thirty (30) days prior to the time that use and access has been granted. TOUR agrees to maintain insurance policies as follows:

(i) Workers’ compensation insurance in an amount no less than is required by Florida law; and

(ii) Commercial general liability insurance, to include property damage and bodily injury, with a minimum policy coverage of \$1,000,000.00.

(c) **Permits/Licenses.** TOUR shall be responsible for obtaining any and all required approvals, permits, and/or authorizations necessary to use or develop the Property as contemplated herein and such use will be in accordance with all applicable local, state, and federal laws and regulations. County agrees to assist TOUR in such matters upon reasonable request of TOUR.

(d) **Repair and Restoration.** TOUR agrees that all temporary items (e.g. signage, barricades, restroom facilities, etc.) used for the Parking will be erected in a manner that will not permanently damage the Property. TOUR shall be responsible for ensuring that the Property remains in good repair during its use by TOUR as permitted hereunder and return the Property at the end of the Parking Period to its condition prior to such period, normal wear and tear associated with such activity excepted; provided, however that any extensive damage (i.e., damage which requires more than twenty-four (24) hours to repair and/or is in excess of Ten Thousand (\$10,000) shall require good faith discussion between TOUR and County as to the scope of such damage and the proposed method and timeline for repairs. County acknowledges and agrees that TOUR may obtain video tape of the Property preceding each Parking Period and following each Parking Period to be used in the determination of the scope of damage, if any, to the Property caused by the Parking.

6. **INDEMNIFICATION.** The TOUR shall defend, hold harmless and indemnify the County from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including but not limited to, attorney's fees and court costs, brought against the County arising from the acts or omissions of the TOUR, its agents, employees or contractors. To the extent permissible by law, and as limited by section 768.28 of the Florida Statutes, County may indemnify TOUR from any loss and liability on account of any damages or injury and from all liens, claims and demands caused by any negligent acts or omissions of County, its agents or employees pertaining to the County's use of the Property as provided in this Agreement.

7. **NOTICE OF DEFAULT AND RIGHT TO CURE.** Should either party default (fail to perform) under the terms of this Agreement, the non-defaulting party shall provide written notice to the defaulting party, which notice shall include a timeframe of no fewer than sixty (60) calendar days in which to cure the default. In the event the defaulting party fails to cure the default within the timeframe provided in the original notice of default (or any such other amount of time mutually agreed to by the parties in writing), the non-defaulting party may exercise any or all its administrative or legal remedies.

8. **TERMINATION.** TOUR, in its sole and absolute discretion may terminate this Agreement by providing written notice to County. The County may terminate this Agreement with one (1) year written notice, or without further notice if the TOUR defaults and does not effect a timely cure as provided in Section 7.

9. MISCELLANEOUS.

(a) **Governing Law and Venue.** This Agreement is to be governed by and interpreted in accordance with the laws of the State of Florida, United States of America. Venue for any action pertaining to this Agreement shall be in St. Johns County.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement among the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein and each party agrees that it has not relied on and is not entitled to rely on any statements, promises or representations other than those set forth herein in entering into this Agreement. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

(c) **Assignment.** The provisions hereof shall inure to the benefit and be binding upon the successors, legal representatives and assigns, of the parties hereto, provided, however, that no party may assign any of its rights or obligations under this Agreement; provided further, however, that notwithstanding the foregoing, TOUR may assign this Agreement to an affiliated entity or subsidiary for tax planning purposes only with written notice to the County but not prior approval of the County.

(d) **Waiver.** Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision of this Agreement. Any waiver must be in writing and signed by the party against whom the waiver is sought.

(e) **Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted insofar as the primary purpose of this Agreement is not frustrated.

(f) **Notices.** All notices, demands, requests or other communications relating to this Agreement shall be in writing and shall be mailed first class, or transmitted by hand delivery, overnight delivery service, or telecopy (with acknowledgment of receipt), addressed as set forth below. Notice will be deemed effective as of the date of receipt, if sent by hand delivery, overnight delivery or facsimile, and five (5) calendar days following posting if sent by mail.

TOUR:

PGA TOUR, Inc.
100 PGA TOUR Boulevard
Ponte Vedra Beach, FL 32082
Attn: General Counsel

COUNTY: St. Johns County, Florida
500 San Sebastian View
St. Augustine, Florida 32084
Attn: County Administrator

(g) **Relationship of the Parties.** The parties agree that this Agreement does not and shall not be construed as or constitute an agency partnership or joint venture or other fiduciary or confidential relationship between TOUR and County.

(h) **Inurement.** This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, executors, administrators, personal representatives and/or successors, and shall not inure to any other party.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile, and each counterpart shall be deemed an original.

(j) **Sophistication of the Parties.** Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement. This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. No ambiguity or omission shall be construed or resolved against either party on grounds that this Agreement or any provision thereof was drafted or proposed by such party.

(k) **Exhibits.** The parties agree that all Exhibits to the Agreement are hereby incorporated into and shall form an integral part of this Agreement.

(l) **Force Majeure/Cancellation.** The term "Force Majeure" shall mean acts of God, earthquakes, blizzards, tornadoes, hurricane, fire, flood, malicious mischief, insurrection, riots, , public enemy, war, landslides, explosions, which are beyond the reasonable control of a party. Each party acknowledges and agrees that TOUR shall have the right to cancel or reschedule either the Tournament as a result of a Force Majeure event. In such event (i) TOUR shall not be responsible to reimburse any expenses of County, related to this Agreement, in connection with such cancellation or rescheduling and (ii) if the Tournament is rescheduled, County shall use commercially reasonable efforts to cooperate with TOUR regarding use of the Property during the rescheduled dates at TOUR's sole expense.

IN WITNESS WHEREOF, each of the parties hereto has executed the Agreement as of the date and year first above written.

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

PGA TOUR, INC.
a Maryland not-for-profit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

By: _____
Deputy Clerk

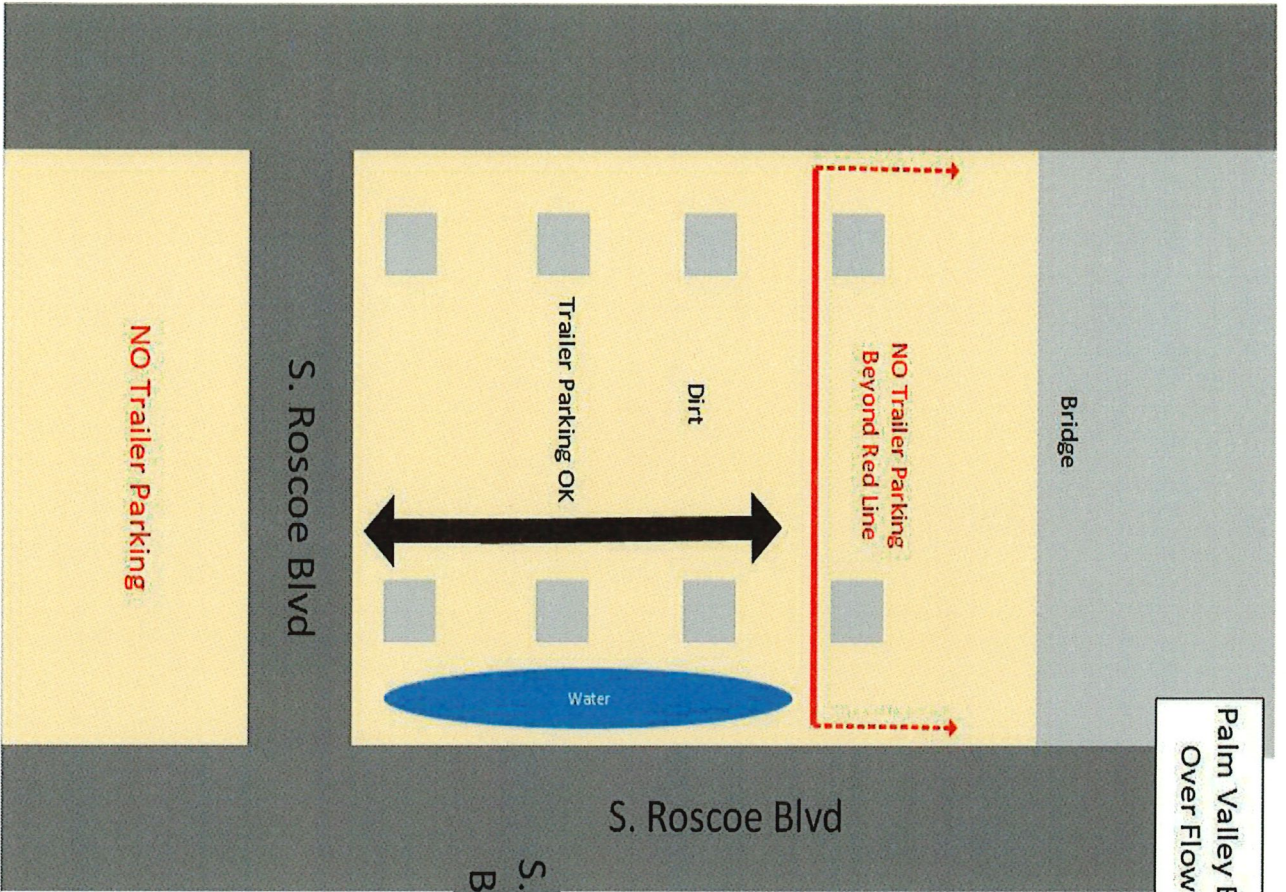
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Exhibit "A"

Palm Valley Bridge East Overflow Parking



**Palm Valley Bridge East
Over Flow Parking**

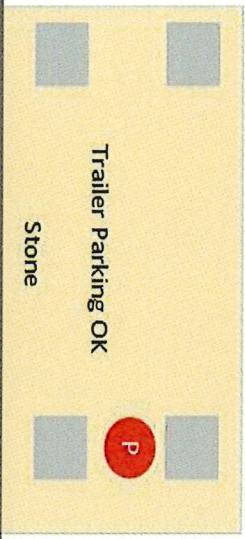


Palm Valley Bridge West



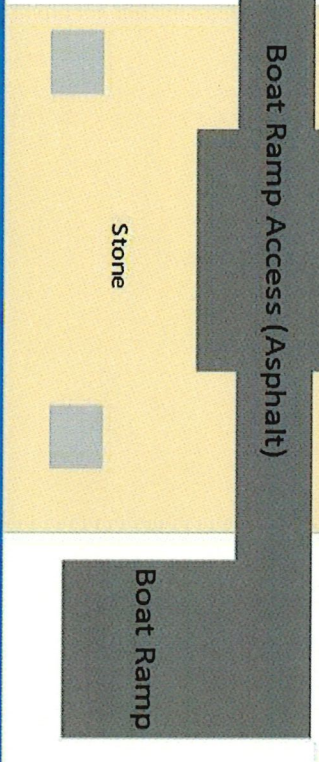
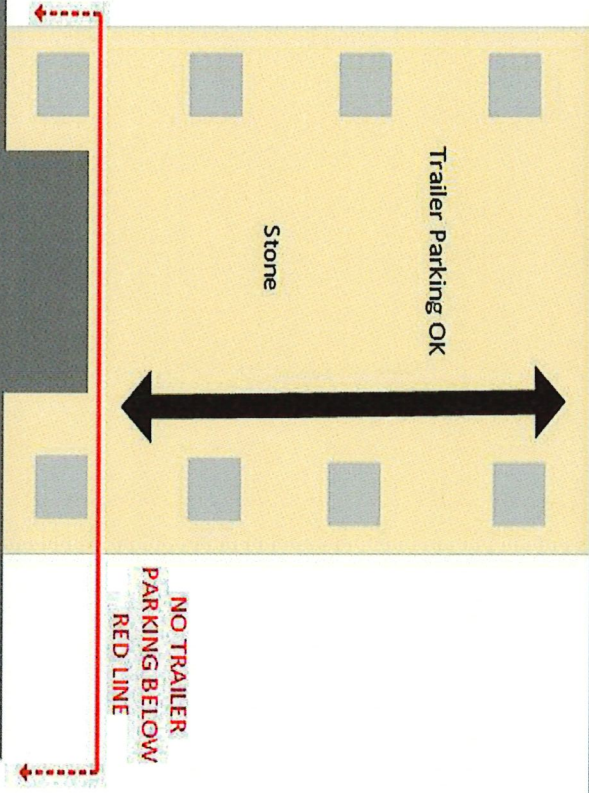
**Palm Valley Bridge
West**

Do Not Block Vehicle Access/
Parking



Clatter Bridge Rd.

Lori Ln



Water