RESOLUTION NO. 2026-350

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE PERMISSIVE USE AGREEMENT BETWEEN ST. JOHNS COUNTY AND AIRSTRON, LLC FOR TEMPORARY USE OF A PORTION OF COUNTY-OWNED PROPERTY AT THE ST. JOHNS COUNTY PAVILION AND VOLLEYBALL COURTS AT PIER PARK.

RECITALS

WHEREAS, St. Johns County ("County") owns certain real property located at the St. Johns County Pavilion/Volleyball Courts at the Pier, 350 A1A Beach Boulevard, St. Augustine, Florida 32084, Parcel Account No. 162970-0000 ("Property"); and

WHEREAS, Airstron, LLC ("Contractor") has requested temporary, non-exclusive use of a portion of the Property as a staging area for equipment and materials and for access necessary to perform work on adjacent property located at 300 A1A Beach Boulevard, St. Augustine, Florida 32084, owned by Key Beach North, LLC; and

WHEREAS, the proposed Non-Exclusive Permissive Use Agreement establishes the terms and conditions governing the Contractor's temporary use of the Property, including requirements related to public access, site operations, safety, insurance, restoration of County property, and compliance with applicable permits, licenses, and approvals; and

WHEREAS, during the Contractor's use of the Property, the Contractor will be responsible for securing its work and staging areas, providing appropriate barriers and warning signage, maintaining public safety, and minimizing restrictions to public access to surrounding County facilities; and

WHEREAS, the Board of County Commissioners finds that entering into the Non-Exclusive Permissive Use Agreement establishes appropriate protections for County property and the public while accommodating the temporary use of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners authorizes the County Administrator, or designee, to execute all paperwork associated with, or necessary to accomplish the overall goal set forth as part of this project.

Section 3. The County Administrator, or designee, is hereby authorized to execute the Non-Exclusive Permissive Use Agreement on behalf of St. Johns County and to take such actions as may be necessary to implement and administer the Agreement consistent with its terms.

Section 4. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 5. This resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of October 2026.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Rendition Date OCT 21 2026

By: Clay Murphy
Clay Murphy, Chair

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

By: Crystal Smith
Deputy Clerk

ST. JOHNS COUNTY FLORIDA

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

THIS AGREEMENT (Agreement) is made as of this ____ day of _____, 20__ (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida (County) and Airstron, LLC (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 St. Johns County Pavillion/Volleyball Courts at the Pier, 350 A1A Beach Boulevard, St. Augustine, Florida 32084, Parcel Account No. 162970-0000 (Property), and more specifically depicted in Attachment 1; and

WHEREAS, the Contractor seeks temporary use of the Property as a staging area for equipment and materials and for access to perform work on adjacent property, 300 A1A Beach Boulevard, St. Augustine, Florida 32084, owned by Key Beach North, LLC, a Florida limited liability company; 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 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 (Site Plan and Operations Plan)
   - **b.** Attachment 2 (Proof of Insurance)
   - **c.** Attachment 3 (Pre-Use Assessment of the Property)
   - **d.** Attachment 4 (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 complete work on Client's property.

a. Duration of Use. Such use will begin **November 16, 2026 (Beginning Date), concluding on November 18, 2026 (Ending Date), November 23, 2026 (Beginning Date), concluding on November 27, 2026 (Ending Date),December 13, 2026 (Beginning Date), concluding on December 18, 2026 (Ending Date), January 20, 2027 (Beginning Date), concluding on January 24, 2026, (Ending Date), BACK UP DATES IF NEEDED February 1, 2027 (Beginning Date), concluding on February 4, 2027 (Ending Date),** 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: [8am to 8:30pm]. 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 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 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 has established a communications plan with emergency personnel to coordinate their access to all portions of the Property and public areas, if applicable, during the Contractor's use. 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 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 $500.00. 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. 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 **[ending date + 5 calendar days]**.

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 Client's 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.

WITNESSES:

_____
Witness Signature Date

_____
Print Name

_____
Witness Signature Date

_____
Print Name

CONTRACTOR:
Airstron, LLC

By: _____
Date

Title: _____

WITNESSES:

_____
Signature Date

_____
Print Witness Name

_____
Signature Date

_____
Print Witness Name

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

By: _____
Date

Its: _____

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

By: _____