RESOLUTION NO. 2026-353

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 TEMPORARY ACCESS ACROSS A PORTION OF ROCK SPRINGS PARK.

RECITALS

WHEREAS, Anthony & Sylvan Corp., a foreign profit corporation authorized to do business in the State of Florida, ("Contractor") has been contracted by the homeowner of 92 Sunstone Court, to install a pool; and

WHEREAS, space along the homeowner's side property line is limited and the Contractor has determined that the best way to access the property is over and across the west 8 feet of the adjacent St. Johns County property known as Rock Springs Park ("Property"); and

WHEREAS, St. Johns County and Contractor 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 terms and conditions of a temporary use of the Property for access; and

WHEREAS, the Contractor will secure the Property from public access while the work is being done for the health and safety of the public.

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 and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County, in substantially the same form as attached hereto.

Section 3. The Clerk is instructed to file the original Non-Exclusive Permissive Use Agreement in the public records of St. Johns County, Florida.

Section 4. 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.

PASSED AND ADOPTED by the Board of County Commissioners this 3rd day of November, 2026.

BOARD OF COUNTY COMMISSIONER OF ST. JOHNS COUNTY, FLORIDA

Rendition Date NOV 03 2026

By: Clay Murphy
Clay Murphy, Chair

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

By: Crystal Smith
Deputy Clerk

ST. JOHN'S COUNTY FLORIDA

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Exhibit "A" to Resolution

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 Anthony & Sylvan Corp., a foreign profit corporation authorized to do business in the State of Florida (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 known as Rock Springs Park, located at 7015 US 1 South, Parcel Account No.185921-0004 (Property), and more specifically depicted in Attachment 1; and

WHEREAS, the Property currently serves as a public park as shown in Attachment 1, map attached hereto; and

WHEREAS, the Contractor seeks temporary use of the Property for access to perform work on adjacent property, 92 Sunstone Court, St. Augustine, Florida 32086, owned by Camil Sulijanovic (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 will remain open during regular hours of operation when not in use by Contractor. Contractor will set up barriers with appropriate warning signs at the 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)

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c. Attachment 3 (Proof of Insurance)
d. Attachment 4 (Pre-Use Assessment of the Property)

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 4, 2026 (Beginning Date), concluding on March 1, 2027 (Ending Date),** unless otherwise authorized by the County Administrator, or designee, in writing.

   b. Hours of Use. For the Duration of Use, the County authorizes the Contractor to utilize the property during the typical hours and days allowed by County Ordinance.

   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 Paragraph 4 b. above. Contractor understands and agrees any Equipment, Materials or debris that remain 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 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. 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

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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. **Timing**. Unless otherwise authorized in writing by the County Administrator, or designee, 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 Contractor, its employees, members, agents, and subcontractors. The Contractor acknowledges and agrees that this provision regarding Indemnification survives early termination by either party or expiration of this Agreement.

7. **Insurance.** Prior to its use of the Property, the Contractor shall secure and maintain for the duration of this Agreement comprehensive general liability insurance, to include property damage and bodily injury with minimum policy coverage of $1,000,000. As applicable, the Contractor shall further secure and maintain for the duration of this Agreement, Workers' Compensation Insurance, in an amount no less than is required by applicable Florida Law. The County shall be named as an additional insured on all comprehensive general coverage. Proof of such insurance shall be provided to the County Land Management Department prior to the Contractor's use of the Property.

8. **Permits, Licenses and Approvals. 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

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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.

k. Nothing in this agreement shall be deemed as a waiver of the County's sovereign immunity. Nothing hereby shall inure to the benefit of any party or third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

[SIGNATURES ON FOLLOWING PAGE]

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

WITNESSES:

Signed by:
Ronald Green
6FEA23EB4D6B4F3...
Witness Signature
Print Witness Name: Ronald Green

Signed by:
Maurice Bushroe
2C48B221C54746B...
Witness Signature
Print Witness Name: Maurice Bushroe

CONTRACTOR: Anthony & Sylvan Corp.
a foreign profit corporation

By: Alan Walker
2C48B221C54746B...
Print Name: Alan Walker Date: 10/19/2026

Title: Chief Operations Officer

WITNESSES:

_____
Signature

_____
Print Witness Name

_____
Signature

_____
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

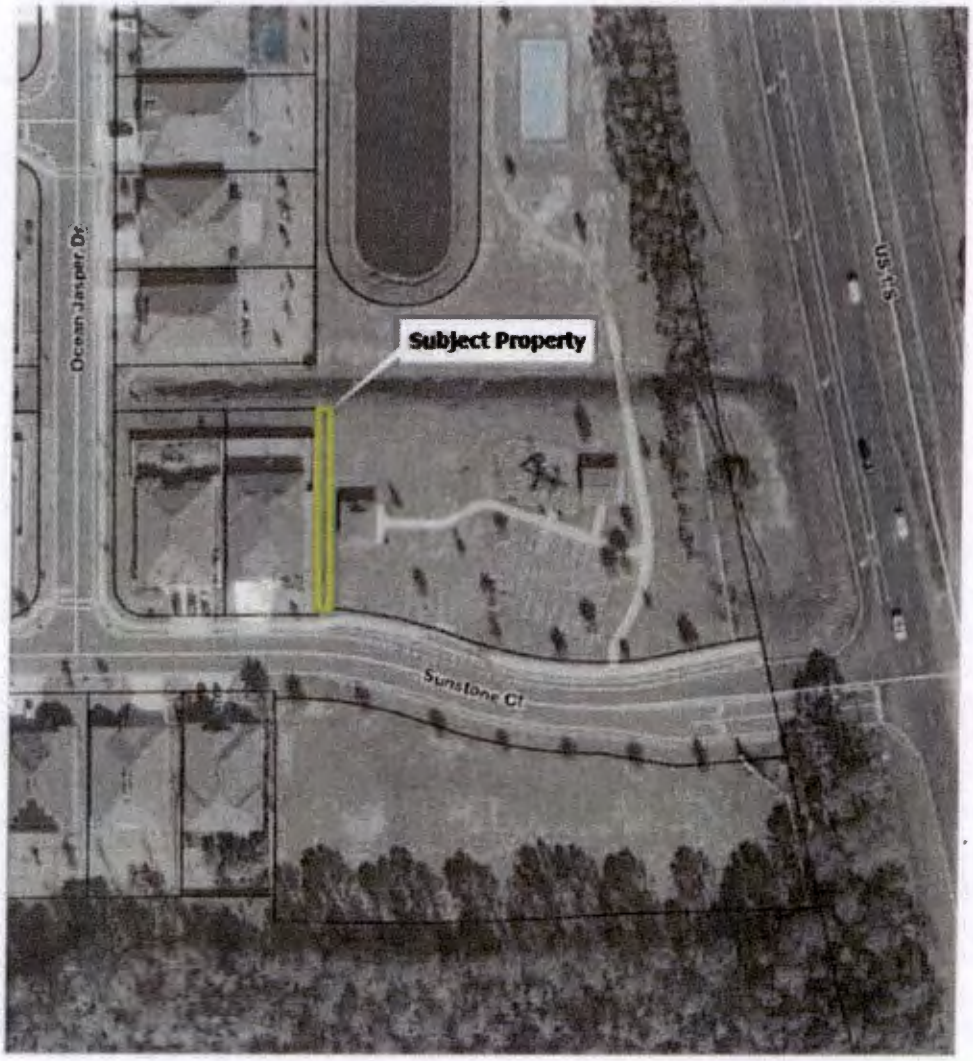
By: _____
Deputy Clerk

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Docusign Envelope ID: 773734BA-2233-8B30-83D0-8C6054F45832

Find text or tools

Attachment 1



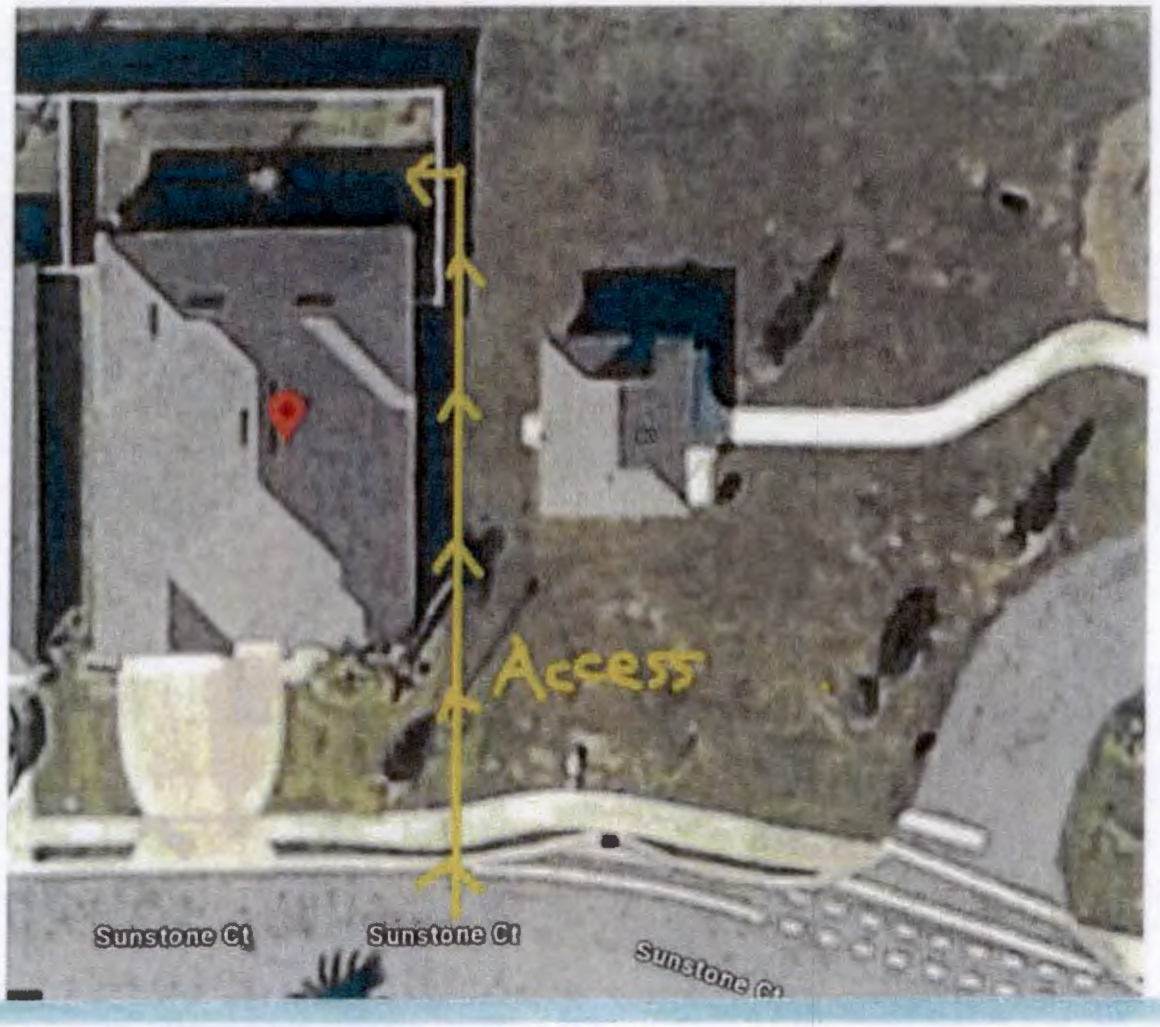
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Attachment 2

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Attachment 3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Anthony & Sylvan Pools Corp. 963 Mearns Road Warminster PA 18974 USA	INSURER A:	National Fire Ins. Co. of Hartford	20478
	INSURER B:	The Continental Insurance Company	35289
	INSURER C:	Continental Casualty Company	20443
	INSURER D:	Homesite Insurance Company of FL	11156
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570123747565 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			7039826899	08/31/2026	08/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7039826885	08/31/2026	08/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7039826918	08/31/2026	08/31/2027	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7039826904	08/31/2026	08/31/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

St. Johns County
500 San Sebastian View
St. Augustine FL 32084 USA

CANCELLATION

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

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570123747565

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AGENCY CUSTOMER ID: 570000078370

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Anthony & Sylvan Pools Corp.
POLICY NUMBER: See Certificate Number: 570123747565	
CARRIER: See Certificate Number: 570123747565 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				CXP05666401 Excess Liab $3M x $2M	08/31/2026	08/31/2027	Aggregate	$2,000,000
							Each Occurrence	$3,000,000

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Imagery Date: 1/2026

Date: 10/12/2026

Sunstone Court

Permissive Use Agreement

Land Management Systems
Real Estate Division
(904) 209-0790

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.