

RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS, OF ST. JOHNS COUNTY, FLORIDA

RESOLUTION NO 88-69

WHEREAS, The Deltona Corporation, as Owner, has applied to the Board of County Commissioners of St. Johns County, Florida, for approval to record a subdivision plat known as St. Augustine Shores Unit EIGHT, and,

WHEREAS, the Owner and Mortgagee have dedicated certain roads, streets, easements, rights-of-way or other areas as shown on the subdivision plat to the County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above-described subdivision plat is conditionally approved by the Board of County Commissioners of St. Johns County, Florida, subject to Section #6.

Section 2. The dedicated roads, streets, easements, rights-of-way and other areas shown on the plat are conditionally accepted by the Board of County Commissioners of St. Johns County. This acceptance shall not be deemed an acceptance requiring construction or maintenance of the roads, streets, easements, rights-of-way or other areas by the County. This acceptance is subject to Section #6.

Section 3. The Construction Bond for paving and drainage described by County ordinance is waived and the Performance Bond required by the attached Agreement is substituted in its stead and is set in the amount of \$1,196,535⁰⁰ and shall be submitted to the Clerk of Courts for his approval prior to recording the plat.

Section 4. The Clerk is instructed to file the title certificate.

Section 5. The Clerk and Chairman are authorized to insert the date APRIL 12, 1988 in paragraph #13 of the attached Agreement For Construction And Maintenance Of Improvements and to sign the Agreement.

Section 6. The approval described in Section #1 and the Acceptance described in Section #2 shall not take effect until the plat has been signed by each of the following departments, persons or offices:

- a) Chairman or Vice-Chairman of the Board of County Commissioners of St. Johns County, Florida
- b) County Attorney
- c) County Planning Department or Office
- d) County Zoning Department or Office
- e) Clerk of Courts

The Clerk shall not sign or accept the plat for recording until it has been signed by each of the above persons or entities described in a) through d) above and the performance bond, has been delivered to the Clerk and approved by him. If the plat is not signed and accepted by the Clerk for recording within 14 days from the date hereof, then the above-described conditional approval and acceptance shall automatically terminate. If the plat is signed by the Clerk on or before such time, the conditions described herein shall be deemed to have occurred.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 8 day of March, 1988.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Lawrence O. Hartley
Its

ATTEST:

BY: Lynn M. McDonald
Deputy Clerk



FIVE POINTS TITLE SERVICES CO., INC.

3250 Southwest Third Avenue, Miami, Florida 33129 / 305-854-0280 or 854-1111

CERTIFICATE NO. 07-294

**CERTIFICATE OF TITLE FOR
ST. AUGUSTINE SHORES UNIT EIGHT
IN FAVOR OF ST. JOHNS COUNTY, FLORIDA.**

THIS IS TO CERTIFY that according to the records of St. Johns County, Florida THE DELTONA CORPORATION, a Delaware corporation is the apparent record fee simple owner of the property lying and being in the County of St. John, State of Florida, described in Exhibit "A" attached hereto; and the ST. JOHNS COUNTY, a Political Subdivision of the State of Florida, is the apparent record fee simple owner of the property lying and being in the County of St. Johns, State of Florida, described in Exhibit "B" attached hereto:

Subject to the following:

1. Taxes for the year 1987 and subsequent years.
2. Electric Utility Easement in favor of Florida Power & Light Co., recorded July 18, 1978 in Official Records Book 380, at Page 654.
3. Easement for Ingress and Egress dated July 21, 1987 from The Deltona Corporation to Barnett Banks Trust Co., N.A., recorded July 24, 1978 in Official Records Book 381, at Page 385.
4. Consolidated Mortgage Spreader Agreement by and between NCNB NATIONAL BANK OF FLORIDA, as successor Collateral Trustee for CITIBANK, N.A., a national banking association, the "Mortgagee", for itself and as Agent for CHEMICAL BANK, a New York banking corporation, NCNB NATIONAL BANK OF FLORIDA, a national banking association, and FLEET NATIONAL BANK, a national banking association, collectively hereinafter referred to as the "Holders" of that certain Consolidated Mortgage Spreader Agreement dated February 10, 1984, and recorded March 29, 1984 in Official Records 634 at Page 811 et seq., of the Public Records of St. Johns County, Florida, and all Amendments thereto.

ALL OF THE ABOVE HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

IN WITNESS WHEREOF, Five Points Title Services Company, Inc. a Florida corporation, has caused this Memorandum to be signed and its corporate seal affixed hereto this 29th day of February, 1988.

FIVE POINTS TITLE SERVICES COMPANY, INC.

By: Nancy Roche
Nancy Roche, President

Original to Mr. Manuel 3/9/88

December 22, 1987

EXHIBIT "B"

Legal Description

That part of Government Lot 13 of Section 19, Township 8 South, Range 30 East and the F.J. Fatio Grant, being Section 44, Township 8 South, Range 30 East, St. Johns County, Florida,

Lying within 40 feet of each side of the following described centerline of Riviera Boulevard:

Commence at the Southwest corner of said Section 44; run thence North $01^{\circ}10'28''$ East, along the West boundary line thereof, a distance of 1,040.00 feet; thence, leaving said section line, run North $88^{\circ}10'28''$ East a distance of 140.00 feet; thence run North $01^{\circ}49'32''$ West a distance of 210.00 feet; thence run North $88^{\circ}10'28''$ East a distance of 45.57 feet; thence run North $02^{\circ}06'47''$ West a distance of 841.99 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue North $02^{\circ}06'47''$ West a distance of 159.36 feet to the beginning of a circular curve concave to the Westerly having a radius of 365.46 feet; thence run Northwesterly along the arc of said curve through a central angle of $30^{\circ}48'47''$ a distance of 196.54 feet to the end of said curve; thence run North $32^{\circ}55'34''$ West a distance of 340.22 feet to the point of intersection of the centerline of Riviera Blvd. and the Southerly limit of the plat of St. Augustine Shores Unit Two, recorded in Plat Book 11, Pages 95 through 106 inclusive, of the Public Records of St. Johns County, Florida, and Point of Termination.

Containing 1.28 acres, more or less.

The above described parcel of land is a portion of those lands conveyed by The Deltona Corporation to St. Johns County by Special Warranty Deed dated June 28, 1983 as recorded in Official Records Book 591, Pages 893 through 895, inclusive of the Public Records of St. Johns County, Florida.

AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS

This Agreement, made and entered into this 8th day of March, 1988 by and between **THE DELTONA CORPORATION**, a Delaware corporation authorized to transact business in the State of Florida ("Deltona") and the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA** (the "Board").

RECITALS:

1. Deltona has contemporaneously with the delivery of this Agreement applied to the Board for approval of a subdivision plat to be known as "St. Augustine Shores Unit Eight".

2. The St. Johns County Paving and Drainage Ordinance (Ordinance No. 86-4, as revised by Ordinance No. 87-24) requires a developer to post an appropriate assurance for the construction and maintenance of road and drainage improvements as shown on the plat.

3. It is the purpose of the parties hereto to post an appropriate assurance and to establish procedures for acceptance of improvements as shown on the plat of St. Augustine Shores Unit Eight.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereinafter set forth and the mutual benefits which will accrue to the parties hereto, it is mutually understood and agreed as follows:

1. Deltona will cause to be constructed all roads and drainage improvements as shown on the plat of St. Augustine Shores Unit Eight, as approved by the Board and as recorded in the Public Records of St. Johns County, Florida (the "Improvements"). The Improvements will be constructed in accordance with the design standards and specifications as set forth in the St. Johns County Paving and Drainage Ordinance as in effect on the date of recording of the plat.

2. The Improvements shall be completed not later than sixty (60) months from the date of recording of the plat of St. Augustine Shores Unit Eight in the Public Records of St. Johns County, Florida.

3. Board requires and Deltona hereby agrees to provide a Performance Bond in the amount of One Million One Hundred Ninety-Six Thousand Five Hundred Thirty-Five and No/100 Dollars (\$1,196,535.00) as assurance for construction and maintenance of the improvements; said Performance Bond shall be in a form acceptable to the Clerk of Courts for St. Johns County. The Performance Bond represents 115%, plus an appropriate inflation factor, of the estimated cost of constructing the Improvements as reflected on the estimated cost to complete, attached hereto and made a part hereof as Exhibit "A".

4. Upon completion of a portion or all of the Improvements, Deltona's engineer shall submit a letter, with supporting documents where appropriate, to the Board requesting acceptance of the completed Improvements and a discharge of the Performance Bond in an amount attributable to the cost to complete the accepted Improvements, subject to the requirements of paragraph 6, below. The County Engineer shall, within thirty (30) days of receipt of the request from Deltona submit recommendations concerning the Improvements to the Board.

5. Upon receipt by the Board of the recommendations from the County Engineer, the Board shall, within thirty (30) days, either:

(a) notify Deltona in writing of its acceptance of the Improvements and proportionate discharge of the Performance Bond, subject to the maintenance period set forth in paragraph 6, below, or

(b) notify Deltona in writing of its refusal to accept all or a portion of the Improvements and specifying the conditions which Deltona must fulfill in order to obtain the Board's acceptance of the Improvements.

In no event, however, shall the Board refuse acceptance of all or a portion of the Improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement and the St. Johns County Pavement and Drainage Ordinance as in effect on the date of recording of the plat.

6. Deltona shall maintain all accepted Improvements for twelve (12) months after acceptance by the Board. To assure the maintenance of the accepted Improvements, the Performance Bond shall remain in full force in an amount not less than the greater of Three and No/100 Dollars (\$3.00) per running foot of road length of the accepted Improvements or an amount equal to five percent (5%) of the cost to complete of the accepted Improvements.

Prior to expiration of the maintenance period, Deltona shall request the County Engineer to inspect the accepted Improvements, and if found to be still in compliance with this Agreement and the St. Johns County Paving and Drainage Ordinance as in effect on the date of recording of the plat, the Board shall release and discharge a portion or all of the Performance Bond attributable to the maintenance of the accepted Improvements and relieve Deltona from any further obligation. Deltona's responsibility for maintenance and a proportionate share of the Performance Bond shall both continue as to any portion of the Improvements determined to be unacceptable until final acceptance by the Board.

7. In the event Deltona shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure by the County Engineer, the Board shall have the right to construct and maintain, or cause to be constructed or maintained, the Improvements; and Deltona shall be liable to pay the Board, prior to construction the County Engineer's estimated cost of same and upon completion of such construction, the final balance, if any, necessary to pay the total costs to the County, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Deltona to carry out all of the provisions of this Agreement.

8. Whenever used herein, reference to the St. Johns County Paving and Drainage Ordinance shall mean such ordinance as in effect on the date of recording of the plat of St. Augustine Shores Unit Eight.

9. The parties acknowledge that the provisions hereof are in substantial conformance with the intent of the St. Johns County Paving and Drainage Ordinance and the specific provisions hereof shall govern.

10. All the terms, covenants and conditions herein contained are and shall be binding upon the successors and assigns of the parties hereto.

11. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida.

12. Deltona shall not give publicity to this Agreement as part of its advertising or promotion of St. Augustine Shores Unit Eight; however, Deltona may disclose the provisions of this Agreement to any governmental agency, in response to inquiries by purchasers concerning improvement assurances, in any property report or other disclosure document as may be from time to time required by any governmental agency, federal, state or local.

13. This Agreement shall be void ab initio in the event the Clerk of Courts for St. Johns County has not approved and accepted the Performance Bond and the subdivision plat for St. Augustine Shores Unit Eight has not been recorded in official public records of St. Johns County, Florida by April 12, 1988.

IN WITNESS WHEREOF, The Deltona Corporation and the Board of County Commissioners of St. Johns County, Florida have executed this Agreement for Construction and Maintenance of Improvements as of the day and year first above written by their duly authorized officers.

Signed, sealed and delivered in the presence of:

THE DELTONA CORPORATION

[Signature]

By: *Earle D. Cortright, Jr.*
Earle D. Cortright, Jr.
Executive Vice President

[Signature]

Attest: *[Signature]*
Sharon J. Hummerhielm
Assistant Secretary

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Lynne M. McDonald

By: *Lawrence O. Daulton*
Chairman

Connie E. McDaniel

Attest: *Carl "Bud" Mansfield*
Clerk

*****SUMMARY ESTIMATE*****

PROJECT ST AUGUSTINE UNIT 8 FILE B:LDCEST8.C

EST. BY C.E.H. PAGE 1 OF 04
 DATE REV 12-14-87

RANGE A1:F7:

Page & Range	DESCRIPTION OF WORK	TOTALS
073:L143 2	EXCAVATION FILL CLEAR GRADE	166808
0145:L216 3	ROAD CONSTRUCTION PARKING	339543
0219:L289 4	BRIDGES	0
0298:L363 5	DRAINAGE	275437
0358:L436 6	GOLF COURSE	0
0439:L509 7	COUNTRY CLUB TENNIS CENTER	0
0512:L588 8	PARKS-TRAILS VITA COURSE	0
0585:L655 9	BOARD WALKS BOAT DOCKS	0
0658:L728 10	UNDERGROUND ELECTRIC STREET LIGHTING	0
0731:L801 11	ENTRANCE FEATURE GUARD HOUSE	0
0804:L874 12	SIDEWALKS BIKE PATHS	0
0877:L947 13	LANDSCAPING - STREET	0
0950:L1020 14	SPECIAL CONSTRUCTION	0
	SUBTOTAL	781788
	CON AGENCY	0
	SUBTOTAL	781788
	ENGINEERING, SURVEY, TESTING (NOT INCL. PLANS & DESIGN)	18370
	SUBTOTAL	800158
	PROJECT OVERHEADS	32214
	SUBTOTAL	832372
	TOTAL	832372

EXHIBIT A

ROAD CONSTRUCTION

PROJ. _____
 EST. BY _____
 EST. NO. _____

PAGE 3 of 14
 DATE _____
 RANGE 9146:1217

Page Range	DESCRIPTION OF WORK	QUANTITY	UNIT	RATE	TOTALS
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	250 FT. R.O.W. COFT. PVMT. SURFACE 1 1/4" ASPHALT BASE 6" L. ROCK SUB-BASE 8" STABIL. CURB NONE	26475	SQ. YD.	10.61	280896
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	102 FT. R.O.W. PAVED PVMT. SURFACE 1 1/4" ASPHALT BASE 6" L. ROCK SUB-BASE 8" STABIL. CURB NONE	5543	SQ. YD.	10.58	58647
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TOTAL 339543

DRAINAGE

PROJ. _____
 EST. BY _____
 EST. NO _____

PAGE 5_of14_
 DATE _____
 RANGE 0292:L363

Page Range	DESCRIPTION OF WORK	QUANTITY	UNIT	RATE	TOTALS
	15" C.M.P.	0	L.FT.	0.00	0
	18" C.M.P.	840	L.FT.	19.00	12160
	24" C.M.P.	926	L.FT.	22.65	20974
	30" C.M.P.	809	L.FT.	28.59	23015
	36" C.M.P.	2529	L.FT.	33.24	84064
	42" C.M.P.	498	L.FT.	43.15	21489
	48" C.M.P.	202	L.FT.	49.47	9993
	54" C.M.P.	170	L.FT.	65.70	11169
	29" by 18" C.M.P.		L.FT.		0
	36" by 22" C.M.P.		L.FT.		0
	43" by 27" C.M.P.	235	L.FT.	33.24	7811
	50" by 31" C.M.P.		L.FT.		0
	58" by 35" C.M.P.		L.FT.		0
	15" R.C.P.		L.FT.		0
	18" R.C.P.		L.FT.		0
	24" R.C.P.		L.FT.		0
	30" R.C.P.		L.FT.		0
	36" R.C.P.		L.FT.		0
	18" by 12" R.C.P.		L.FT.		0
	30" by 19" R.C.P.		L.FT.		0
	36" by 24" R.C.P.		L.FT.		0
	42" by 29" R.C.P.		L.FT.		0
	52" by 34" R.C.P.		L.FT.		0
	MODIFIED TYPE C C. BASIN	1	EACH	2000.00	2000
	CATCH BASIN 18"	10	EACH	800.00	8000
	CATCH BASIN 24"	4	EACH	1000.00	4000
	CATCH BASIN 30"	1	EACH	1200.00	1200
	CATCH BASIN 36"	2	EACH	1600.00	3200
	CATCH BASIN 42"	2	EACH	2000.00	4000
	CATCH BASIN 2-42"	1	EACH	3000.00	3000
	JUNCTION BOX 24" PIPE	1	EACH	700.00	700
	JUNCTION BOX 30" PIPE	3	EACH	1200.00	3600
	JUNCTION BOX 36" PIPE	3	EACH	1400.00	4200
	JUNCTION BOX 48" PIPE	1	EACH	1800.00	1800
	JUNCTION BOX 60" PIPE	2	EACH	2000.00	4000
	HEADWALLS 18"	2	EACH	350.00	700
	HEADWALLS 24"	3	EACH	500.00	1500
	HEADWALLS 30"	1	EACH	350.00	350
	HEADWALLS 42" DBL	1	EACH	3000.00	3000
	HEADWALLS 18"	2	EACH	2000.00	4000
	HEADWALLS 30"	1	EACH	2500.00	2500
	HEADWALLS 36"	1	EACH	1200.00	1200
	OVERFLOW WEIR	1	EACH	2000.00	2000
	FLUXE	1	EACH	300.00	300
	EROSION CONTROL UNITS	1126	S.FT.	2.50	3312
	SPECIAL FILTER UNITS	3	EACH	6000.00	18000
	LABORIZATION		L.S.		0
	TOTAL				275437

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That **THE DELTONA CORPORATION**, a Delaware corporation authorized to transact business in the State of Florida (hereinafter "Principal") is held and firmly bound unto **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida in the penal sum of One Million One Hundred Ninety-Six Thousand Five Hundred Thirty-Five and No/100 Dollars (\$1,196,535.00) for the payment of which Principal binds itself, its successors and assigns to the faithful performance of that certain written Agreement for Construction and Maintenance of Improvements, dated the 8th day of March, 1988, given by Principal (in said Agreement referred to as "Deltona") to said County, for the construction and maintenance of road and drainage improvements as shown on the plat of **ST. AUGUSTINE SHORES UNIT EIGHT**, as approved by the Board of County Commissioners of St. Johns County, Florida and as recorded in the Public Records of St. Johns County, Florida; a copy of which Agreement is attached hereto and by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation are such that, if Principal shall in all respects comply with the terms and conditions of said Agreement, within the time therein specified, and shall in every respect fulfill its obligations thereunder, this obligation shall be void; otherwise the same shall remain in full force and virtue.

Upon acceptance of a portion or all of the Improvements, County shall release and discharge from this Performance Bond an amount attributable to the costs to complete the accepted Improvements. Further, upon final acceptance of the Improvements, County shall release and discharge a portion or all of the Performance Bond attributable to the maintenance of the accepted Improvements and relieve Deltona from any further obligation hereunder.

IN WITNESS WHEREOF, Principal has executed these presents this 7th day of March, 1988.

THE DELTONA CORPORATION

Address:

3250 S.W. Third Avenue
Miami, Florida 33129

By: Earle D. Cortright, Jr.
Earle D. Cortright, Jr.
Executive Vice President

Attest: Sharon J. Nummerhielm
Sharon J. Nummerhielm
Assistant Secretary

Original to Sp. Market 3/8/88