

RESOLUTION 90- 16

WHEREAS, St. Johns County has received a request by Tully Builders, Inc. who has inadvertently and without prior County approval placed a concrete sign, approximate dimensions ten feet by ten feet, located approximately eight feet from the edge of pavement, within County Right-of-Way known as Remington Avenue, located on Lot 1, Hidden Harbor, as described on the plat of Remington Estates, Map Book 22, Page 115.

NOW, THEREFORE, BE IT RESOLVED, that the St. Johns County Board of County Commissioners in an effort to resolve this undesirable situation hereby grants to Tully Builders, constructor of the sign, permission to: place a concrete sign within County Right-Of-Way known as Remington Avenue, located on Lot 1, Hidden Harbor, as described on the plat of Remington Estates, Map Book 22, Page 115, at the above described location,

Subject to the following conditions:

1. This right of use is non-exclusive, and will be automatically terminated on January 23, 1992.
2. Tully Builders, Inc. and any future owners, agree to remove or relocate the sign at their expense, upon request of the County, for any reason, at any time in the future.
3. The sign located within County Right-Of-Way must be privately maintained by Tully Builders, Inc. at all times. St. Johns County will assume no responsibility for maintenance of this use.
4. Tully Builders, Inc. will execute an indemnification agreement in the form attached heretofor the purpose of protecting the County from any liability incurred by reason of the placement of the sign on the County right-of-way. This indemnification agreement must remain in effect continually for as long as the sign is located within the right-of-way and will not be modified or terminated without the written consent of St. Johns County.
5. Tully Builders, Inc. will provide illumination for the sign from sundown to sunrise, commencing on or before February 22, 1990.

6. Tully Builders, Inc. will comply with all applicable County requirements including but not limited to Building Department Codes and the approval of a zoning Exception as provided in Section 11-9 of the Zoning code. Said application will be made by Tully Builders, Inc. by February 14, 1990.
7. Tully Builders, Inc., by acceptance of these conditions and locating the sign within the right-of-way, agrees to assume all liability for the location, installation and safety of the signs for as long as they remain on County property.

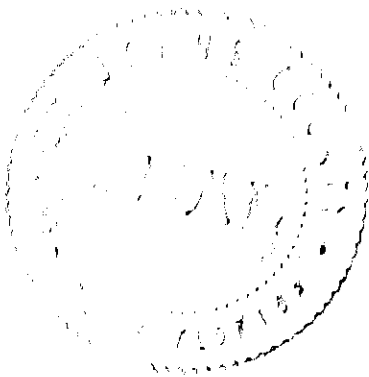
ADOPTED THIS 23rd day of January, 1990, by the St. Johns County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY *Craig A. Maguire*
Its Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

BY *Connie E. McDaniel*
Deputy Clerk



INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT is entered into this 23rd day of January, 1990, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida (hereinafter "ST. JOHNS") and TULLY BUILDERS, INC., a Florida corporation (hereinafter "TULLY").

WHEREAS, ST. JOHNS, by and through its Board of County Commissioners, has passed Resolution No.: 90-16 allowing TULLY's placement of a subdivision entrance sign on the Remington Avenue right-of-way of Remington Estates, a subdivision recorded in Map Book 22, Pages 114 and 115, of the Public Records of St. Johns County, Florida; and

WHEREAS, TULLY agrees to indemnify ST. JOHNS for any liability or damages incurred due to the location of the subdivision sign on the above described right-of-way.

NOW, THEREFORE, in consideration of Resolution No.: 90-16, passed by the Board of County Commissioners of St. Johns County, Florida, on January 23, 1990, the parties agree as follows:

1. TULLY shall indemnify and hold ST. JOHNS harmless from and against any liability or damages ST. JOHNS may suffer as a result of claims, demands, costs, attorneys' fees, or judgments arising out of the location of the subdivision entrance sign on the St. Johns County right-of-way of Remington Avenue, Remington Estates, a subdivision recorded in Map Book 22, Pages 114 and 115, of the Public Records of St. Johns County, Florida.

2. TULLY shall maintain general liability coverage in the amount of \$300,000.00 for each occurrence, \$500,000.00 general aggregate, with TULLY named as insured and ST. JOHNS named as an additional insured.

3. TULLY may, with the prior consent of ST. JOHNS, transfer all its rights and liabilities created by this Indemnification Agreement to any homeowners' association created for Remington Estates to manage, maintain and insure the common areas of that subdivision.

EXECUTED this 23rd day of January, 1990.

Signed, sealed and delivered
in the presence of:

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Craig A. Maguire
Chairman

Attest: Connie E. McDaniel
Deputy Clerk

TULLY BUILDERS, INC.

Kelly R. Tully

Gloria M. Bante

By: Barry Tully
Barry Tully
Its President



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

1-7-90

PRODUCER

Roy Hammock Insurance, Inc.
P.O. Box 5024
St. Augustine, FL 32085

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	USF&G Insurance Companies
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

Tully Builders, Inc.
P.O. Box 4290
St. Augustine, FL 32085

COVERAGES

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY	1CP10750031600	11-25-89	11-25-90	GENERAL AGGREGATE Bod Inj \$500---
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE \$not cov
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY \$not cov
	OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE Bod Inj \$300---
					FIRE DAMAGE (ANY ONE FIRE) \$not cov
					MEDICAL EXPENSE (ANY ONE PERSON) \$not cov
	AUTOMOBILE LIABILITY				CSL \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)
	OTHER				* general Aggregate property damage \$500--- ** Each Occurance Property Damage \$300---

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

This certificate applies only to the "Mystic Bay" sign located at the intersection of Tradewinds Lane and Mystical Way, St. Augustine, FL for which County of St. Johns is an Additional Insured.

CERTIFICATE HOLDER

County of St. Johns
St. Johns County Courthouse
St. Augustine, FL 32084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ten DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE