

RESOLUTION OF THE ST. JOHNS COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS APPROVING THE DEDICATION AND SALE OF CERTAIN WATER MAIN SYSTEMS TO THE ST. JOHNS COUNTY UTILITY DEPARTMENT; THE ACCEPTANCE OF CERTAIN UTILITY EASEMENTS AND THE EXECUTION OF A RESTORATION AGREEMENT, ALL RELATING TO THE WATER MAIN SYSTEM IN THE SEAGATE SUBDIVISION IN ST. JOHNS COUNTY, FLORIDA.

WHEREAS, GVA Seagate Partners, Inc. as owner, has tendered a Grant of Easement, Partial Release and Subordination of Mortgage, Bill of Sale, Restoration Agreement, Final Release of Lien and Title Opinion Letter, dated May 23, 1994, to St. Johns County (copies attached hereto and incorporated herein by reference as Exhibits A, B, C, D, E and F), all conveying and dedicating to the Utility Department certain related property and offering certain commitments, all in connection with the water main system in Seagate Subdivision Phase Three (III) - Unit One (1).

Now, Therefore, Be It Resolved by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. The above described Grant of Easement, Partial Releases, Bill of Sale, and Title Opinion Letter are hereby accepted by the St. Johns County and the County Administrator is authorized to execute the Restoration Agreement and Acceptance of Easements (and water mains) attached hereto as Exhibit D.

Section 2. The Clerk is instructed to file the Title Opinion and to record the Grant of Easement, Partial Release of Mortgages and Restoration Agreement in the official public records of St. Johns County at the St. Johns County Utilities Department's expense.

Adopted this 12 day of July by the Board of County Commissioners of St. Johns County, Florida.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts  
Its Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Patricia De Grande  
Deputy Clerk

Original by R. H. A.  
5/23/94

HAWKINS AND HAWKINS  
ATTORNEYS AT LAW  
501 SOUTH RIDGEWOOD AVENUE  
DAYTONA BEACH, FLORIDA 32114

ALFRED E. HAWKINS  
DONALD E. HAWKINS

TELEPHONE (904) 252-4499  
FAX (904) 258-1311

**MEMORANDUM OF REAL PROPERTY TITLE STATUS**

TO: County Commissioners, St. Johns County, Florida.

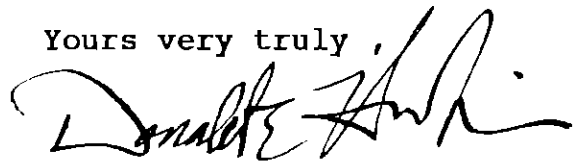
DATE: May 23, 1994

RE: A parcel of land being a portion of the property conveyed by Warranty Deed from K-THREE DEVELOPMENT CO., A TENNESSEE CORPORATION to GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP filed in Official Records Book 989, page 601, Public Records of St. Johns County, Florida, as more particularly described on Exhibit "1" attached hereto and made a part hereof.

My examination of the public records of St. Johns County, Florida, as of May 9, 1994 at 8:00 a.m. reveals that the fee simple owner of the real property described hereinabove and being more particularly described on Exhibit "1" attached hereto was GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, subject only to mortgages in favor of K-THREE DEVELOPMENT CO., A TENNESSEE CORPORATION, EDDY INVESTMENTS, INC., A FLORIDA CORPORATION, McCARTHY INVESTMENTS, INC., A FLORIDA CORPORATION and SOUTHTRUST BANK OF VOLUSIA COUNTY. The mortgage in favor of SouthTrust Bank as above-mentioned encumbers ONLY specific lots within the subdivision and does not encumber the subdivision as a whole nor does it encumber Joey Drive and Marsh Place North nor any conservation or common areas. The only other lien or encumbrance may be an Easement Deed which was given by the former owner, K-Three Development to Cablevision Industries without reference to any legal description and without reference to any description of the location of the easement. There appear to be twelve Notice of Commencements filed of record. All ad valorem real property taxes have been paid through 1993.

GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, as the lawful owner, is solely authorized to adopt and dedicate a plat of these lands and has the sole and absolute right to grant ingress and egress rights pertaining to rights-of-way, utilities, drainage and stormwater easements.

Yours very truly,



DONALD E. HAWKINS

Exhibit "E"

# PHASE III, UNIT 1

## SEAGATE

PART OF GOVERNMENT LOTS 2 AND 3  
SECTION 15, TOWNSHIP 8, SOUTH, RANGE 30 EAST  
ST. JOHNS COUNTY, FLORIDA

### CAPTION

#### EXHIBIT 1

A PARCEL OF LAND IN GOVERNMENT LOTS 2 AND 3, SECTION 15, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA; ALSO BEING PART OF LOTS 23, 24, 25, 26, 27 AND 28 OF AN UNRECORDED PLAT PREPARED BY J. W. SUMMERVILLE, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1,130 FEET OF SAID GOVERNMENT LOT 2 AND OF GOVERNMENT LOT 1 OF SAID SECTION, WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A, A 100 FOOT WIDTH RIGHT OF WAY; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST, ON SAID SOUTH LINE OF THE NORTH 1,130 FEET OF GOVERNMENT LOTS 1 AND 2, A DISTANCE OF 1,150.00 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00 DEGREES 45 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF COASTAL POINT PHASE 1, AS RECORDED IN MAP BOOK 15, PAGES 71 THROUGH 75, PUBLIC RECORDS OF SAID COUNTY, 210.00 FEET; THENCE SOUTH 58 DEGREES 15 MINUTES 00 SECONDS WEST, ON A NORTHWEST LINE OF SAID COASTAL POINT PHASE 1, A DISTANCE OF 82.55 FEET; THENCE SOUTH 31 DEGREES 45 MINUTES 00 SECONDS EAST, ON A SOUTHWEST LINE OF SAID COASTAL POINT PHASE 1, A DISTANCE OF 194.70 FEET; THENCE SOUTH 58 DEGREES 15 MINUTES 00 SECONDS WEST, ON A NORTHWEST LINE OF SAID COASTAL POINT PHASE 1, A DISTANCE OF 69.40 FEET; THENCE CONTINUING SOUTH 58 DEGREES 15 MINUTES 00 SECONDS WEST 19.28 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 25.00 FEET; THENCE ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77 DEGREES 05 MINUTES 12 SECONDS, AN ARC DISTANCE OF 33.63 FEET; THENCE SOUTH 62 DEGREES 23 MINUTES 10 SECONDS WEST 50.59 FEET; THENCE ON A CURVE CONCAVE SOUTHWESTERLY WITH RADIUS OF 25.00 FEET WITH A CHORD BEARING OF NORTH 64 DEGREES 02 MINUTES 31 SECONDS WEST AND CHORD LENGTH OF 35.48 FEET TO A POINT OF REVERSE CURVE; THENCE ON A CURVE CONCAVE NORTHERLY WITH RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 07 MINUTES 23 SECONDS, AN ARC DISTANCE OF 85.06 FEET; THENCE CONTINUING ON SAID CURVE WITH RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 22 MINUTES 24 SECONDS, AN ARC DISTANCE OF 408.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST, TANGENT TO SAID CURVE, 10.43 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 25.00 FEET; THENCE ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90 DEGREES 03 MINUTES 20 SECONDS, AN ARC DISTANCE OF 39.29 FEET; THENCE NORTH 86 DEGREES 07 MINUTES 30 SECONDS WEST 50.17 FEET; THENCE ON A CURVE CONCAVE SOUTHWESTERLY WITH RADIUS OF 25.00 FEET WITH A CHORD BEARING OF NORTH 29 DEGREES 21 MINUTES 17 SECONDS WEST AND CHORD LENGTH OF 23.90 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST 136.89 FEET TO THE EAST EDGE OF THE MARSH OF THE MATANZAS RIVER; THENCE MEANDERING NORTHERLY ON SAID EDGE OF MARSH THE FOLLOWING BEARINGS AND DISTANCES: NORTH 29 DEGREES 54 MINUTES 27 SECONDS WEST 104.14 FEET; NORTH 22 DEGREES 00 MINUTES 17 SECONDS WEST 56.97 FEET; NORTH 12 DEGREES 00 MINUTES 17 SECONDS WEST 122.82 FEET; NORTH 03 DEGREES 08 MINUTES 09 SECONDS EAST 133.90 FEET; NORTH 00 DEGREES 15 MINUTES 14 SECONDS EAST 101.75 FEET; NORTH 11 DEGREES 46 MINUTES 12 SECONDS WEST 32.90 FEET TO THE NORTH END OF SAID MEANDER LINE; THENCE NORTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, ON SAID SOUTH LINE OF THE NORTH 1,130 FEET OF GOVERNMENT LOT 2, A DISTANCE OF 649.14 FEET TO THE POINT OF BEGINNING

**WARRANTY DEED**

**THIS WARRANTY DEED** made this 17 day of June, 1994, by **GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP**, having its principal place of business at 25 Old Kings Road North, Ste. 4B, Palm Coast, Florida 32137 hereinafter called the grantor, to **SEAGATE AT ST. AUGUSTINE BEACH HOMEOWNERS ASSOCIATION, INC.** formerly known as **COASTAL POINT HOMEOWNERS ASSOCIATION, INC.**, whose post office address is:  
hereinafter called the grantee(s):

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:** That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee(s), all that certain land situate in St. Johns County, Florida, viz:

All of Joey Drive and Marsh Place North, inclusive of all rights-of-way, as contained and described within the plat of PHASE III, UNIT I, SEAGATE, according to plat recorded in Map Book 27, pages 40 through 42, Public Records of St. Johns County, Florida.

Reserving, however, an easement for ingress and egress in and to all adjacent property owners.

By the acceptance and recording of this Deed, the Grantee hereby agrees to maintain said roads and/or streets.

This conveyance is subject to and inferior to the rights of St. Johns County to that non-exclusive easement of even date herewith given by the Grantor to St. Johns County for access to and maintenance of the potable water distribution system.

**SUBJECT TO** taxes for the years 1994 and subsequent years and to all easements and restrictions of record.

**SUBJECT TO** Covenants and Restrictions recorded in Official Records Book 654, page 1923; as amended in Official Records Book 668, page 245 and Official Records Book 846, page 421, all of the Public Records of St. Johns County, Florida.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the grantor hereby covenants with said grantee(s) that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances

**IN WITNESS WHEREOF** the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

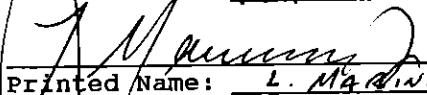
GVA SEAGATE PARTNERS, A FLORIDA  
GENERAL PARTNERSHIP

Signed, Sealed and Delivered  
in the presence of:

BY: McCARTHY INVESTMENTS, INC.  
A FLORIDA CORPORATION

  
Printed Name: KATHLEEN NUNEZ

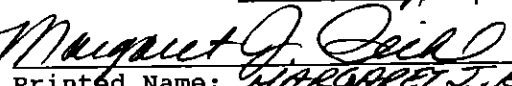
BY:   
DOUGLAS P. McCARTHY, PRESIDENT

  
Printed Name: L. Marinaccio, Sr.  
Witnesses as to officer of  
McCARTHY INVESTMENTS, INC.

BY: EDDY INVESTMENTS, INC., A  
FLORIDA CORPORATION

  
Printed Name: CAROL A. PHILLIPS

BY:   
RAY EDDY, PRESIDENT

  
Printed Name: MARGARET J. REIHL  
Witnesses as to officer of  
EDDY INVESTMENTS, INC.

*Kathleen Nuner*  
Printed Name: KATHLEEN NUNER  
*C. Marvaccio, Jr.*  
Printed Name: C. Marvaccio, Jr.  
Witnesses as to officer of  
GVA, INC.

BY: GVA, INC., A FLORIDA CORPORATION

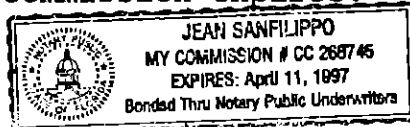
BY: *John Gazzoli*  
JOHN GAZZOLI, PRESIDENT

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of JUNE, 1994, by Douglas P. McCarthy as President of McCarthy Investments, Inc., a Florida Corporation, on behalf of the Corporation. He is personally known to me.

NOTARY PUBLIC:

SIGN *Jean Sanfilippo*  
PRINT Jean Sanfilippo  
State of Florida at Large  
My commission expires:



STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of JUNE, 1994, by Ray Eddy as President of Eddy Investments, Inc., a Florida Corporation, on behalf of the Corporation. He is personally known to me.

NOTARY PUBLIC:

SIGN *Carol A. Phillips*  
PRINT CAROL A. PHILLIPS  
State of Florida at Large  
My commission expires:



CAROL A. PHILLIPS  
MY COMMISSION # CC314199 EXPIRES  
September 9, 1997  
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this  
17 day of JUNE, 1994, by John Gazzoli as  
President of GVA, Inc., a Florida Corporation, on behalf of the  
Corporation. He is personally known to me

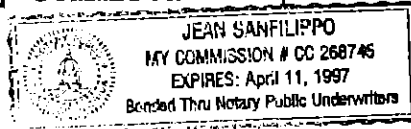
NOTARY PUBLIC:

SIGN

PRINT

Jean Sanfilippo  
Jean Sanfilippo  
State of Florida at Large

My commission expires:



This instrument prepared by:  
Record and Return to:  
Donald E. Hawkins  
501 S. Ridgewood Avenue  
Daytona Beach, Florida 32114





# THE BELLOIT COMPANY

11667 Phillips Highway • Jacksonville, Florida 32224 • (904)262-5902  
A Division of D. Belloit Construction & Utilities, Inc.

## WORK WARRANTEE FOR SEAGATE PHASE III UNITS I & II

THE BELLOIT CO., LOCATED AT 11633 PHILLIPS HIGHWAY, JACKSONVILLE, FL., PERFORMED SITE WORK AT SEAGATE PHASE I & II AND DOES HEREBY ACKNOWLEDGE ALL WORK PERFORMED BY SAID COMPANY WILL BE WARRANTED FOR ONE (1) YEAR FROM TIME OF ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS STIPULATED IN CONTRACT BETWEEN CONTRACTOR AND OWNERS, GVA SEAGATE PARTNERS.

SIGNED   
DON J. BELLOIT, PRESIDENT

DATE: APRIL 19, 1994

Post-It® brand fax transmittal memo 7671		# of pages	11
To	Dan Bosanko		
Co.	H. VDM		
Dept.	2458	Phone #	
Fax #	823-2575	Fax #	

General Contractors • Projects Developers • Water & Sewer • Commercial Irrigation

EXHIBIT "F"

FINAL WAIVER OF LIEN

KNOWN ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ 493.91 paid by Belloit Co. receipt of which is hereby acknowledged, does hereby waive, release and relinquish through March 20, 1994 for the improvement of the building or premises owned by \_\_\_\_\_ and located at (or legally described as) the following: Seagate Phase III Unit 1

We further state that all labor and materials furnished by the undersigned in the erection of said improvement have been fully paid through the date indicated above. This does not release any lien or other claim which may accrue in the future.

This waiver of Lien instrument is subject to the condition that any check or draft received may be handled for collection in accordance with the practice of collecting bank or banks, and shall be void if the full amount of such check or draft is not received by NORTHEAST FLORIDA SERVICES dba FLEX-STAFF.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20 day of April, 1994

WITNESSES:

[Signature]  
[Signature]

NORTHEAST FLORIDA SERVICES  
dba FLEX-STAFF

By:

[Signature]  
LARRY K. SCOTT - PRESIDENT

STATE OF FLORIDA)  
DUVAL County, FL)

I hereby acknowledge that the statements contained in the foregoing Final Waiver of Lien are true and correct.

Sworn to and subscribed before me this 20 day of April, 1994

My commission expires:



MARGARET W. WILSON  
Notary Public, State of Florida  
My Comm. Exp. Oct. 24, 1997  
Comm. No. CC 325917

[Signature]  
NOTARY PUBLIC

SEAGATE PHASE III <sup>P.2</sup>

UNIT 1

FINAL  
RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of THIRTEEN  
THOUSAND FORTY SIX and 68 /100 Dollars (\$ 13,046.68 )

paid by the THE BELLOIT COMPANY receipt of which is hereby acknowledged,  
hereby releases and quit claims to the said THE BELLOIT COMPANY  
its successors and assigns, and GVA SEAGATE PARTNERS INC

the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have  
against the building on premises legally described as SEAGATE SUBDIVISION - PHASE III -  
UNIT ONE

on account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor  
and material used by the undersigned in the erection of said improvements have been fully paid for.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21ST

day of APRIL 1992

WITNESSES


Jessie W. Buleen  
James D. Jam

ATLANTIC COAST ASSURANCE CO (SEAL)  
By RONALD V. LOUDER  
RONALD V. LOUDER Notary Public

STATE OF FLORIDA } ss.  
COUNTY OF \_\_\_\_\_

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

Ronald V. Louder

Sworn to and subscribed before me this 21ST day of APRIL 1992  
My commission expires:  MY COMMISSION # 9000191 EXPIRES  
MARCH 14, 1997  
BONDED THRU TROY FIRE INSURANCE, INC.

James W. Buleen  
Notary Public State of Florida at Large

FINAL WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Southern Culvert Division of Wheeler Consolidated Inc. for and in consideration of \$10.00 Dollars and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby waive release, remise and relinquish any and all rights to claim any lien or liens for work done or material furnished, or any kind of class of lien whatsoever on the following property:

SEAGATE PHASE III UNIT 1  
 SAINT AUGUSTINE, FLORIDA  
 AS RECORDED IN MAP BOOK 27 PAGES 40 THRU 42.  
 PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

AS INVOICED TO: BELLOIT CONSTR. & UTILITY

Dated this 26th day of January 1994,  
 at Pinellas Park, Florida.

Southern Culvert Division,  
 Wheeler Consolidated, Inc.

By N.L. Shubert  
 N.L. Shubert  
 Assistant Credit Manager

Signed, sealed and delivered  
 in the presence of

Edith E. Harper  
 Edith E. Harper

Notary Public, State of Florida at Large  
 My Commission Expires April 22, 1995

### FINAL WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Bedrock Resources

6249 SE 58th Ave. - Ocala, Fl. 34480

for and in consideration of \$3,509.77 Dollars and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, ~~doe hereby waive~~ release, remise and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind or class of lien whatsoever on the following described property:

Sea Gate Phase III-Unit 1  
4555 A1A South  
St. Augustine, Fl

Dated this 24th day of February 1994

in Marion County, Fl.

by *[Signature]* as, V.P.

signed, sealed and delivered in the presence of:

*[Signature]*



AMANDA H. BERNARD  
MY COMMISSION # 0000468 EXPIRES  
December 31, 1997  
SEMINOLE COUNTY, FLORIDA

**FINAL WAIVER OF LIEN**

KNOW ALL MEN BY THESE PRESENTS, that Southern Culvert Division of Wheeler Consolidated Inc. for and in consideration of \$10.00 Dollars and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby waive release, remise and relinquish any and all rights to claim any lien or liens for work done or material furnished, or any kind of class of lien whatsoever on the following property:

**SEAGATE PHASE III  
SAINT AUGUSTINE, FLORIDA  
AS RECORDED IN MAP BOOK 27 PAGES 40 THRU 42,  
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA**

**AS INVOICED TO: BELLOIT CONSTR. & UTILITY**

Dated this 26th day of January 1994,  
at Pinellas Park, Florida.

Southern Culvert Division,  
Wheeler Consolidated, Inc.

By N.L. Shubert  
N.L. Shubert  
Assistant Credit Manager

Signed, sealed and delivered  
in the presence of

Edith E. Harper

Edith E. Harper

Notary Public, State of Florida at Large?  
My Commission Expires April 03 1994

TOTAL P.02

FINAL WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Southern Culvert Division of Wheeler Consolidated Inc. for and in consideration of \$10.00 Dollars and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby waive release, remise and relinquish any and all rights to claim any lien or liens for work done or material furnished, or any kind of class of lien whatsoever on the following property:

SEAGATE PHASE III  
 SAINT AUGUSTINE, FLORIDA  
 AS RECORDED IN MAP BOOK 27 PAGES 40 THRU 42,  
 PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

AS INVOICED TO: BELLOIT CONSTR. & UTILITY

Dated this 2nd day of March 1994,  
 at Pinellas Park, Florida.

Southern Culvert Division,  
 Wheeler Consolidated, Inc.

By

N.L. Shubert

N.L. Shubert  
 Assistant Credit Manager

Signed, sealed and delivered  
 in the presence of

Edith E. Harper  
 Edith E. Harper

Notary Public, State of Florida at Large  
 My Commission Expires April 22, 1993

FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of value received, hereby releases its lien and right to claim a lien to the extent of \$ XXXXXXXXXXXXXX or for labor services, or material invoiced through \_\_\_\_\_ except \$ 0 to the following property:

SEA GATE- PHASE III UNIT I

(FOR MATERIAL SUPPLIED TO ONLY DELLOIT COMPANY )

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 9 day of FEBRUARY 1994

HUGHES SUPPLY, INC.

By: [Signature]  
LIEN RELEASE SUPERVISOR

The foregoing instrument was subscribed, sworn to and acknowledged before me the day and year written above by Donald F. Taylor as LIEN RELEASE SUPERVISOR of Hughes Supply, Inc., a FLORIDA CORPORATION, on behalf of the CORPORATION. He/She is personally known to me and did/did not take an oath.

Virginia A. [Signature]  
NOTARY PUBLIC  
My Commission Expires 12/20/94





FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of value received, hereby releases its lien and right to claim a lien to the extent of \$ ~~XXXXXXXXXX~~ or for labor services, or material invoiced through 3-30-94 except \$ 0 to the following property:

SEA GATE PHASE III UNIT 1

(FOR MATERIAL SUPPLIED TO ONLY BELLOIT CO.)

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 1 day of APRIL 1994

HUGHES SUPPLY, INC.

By: [Signature]  
LIEN RELEASE SUPERVISOR

The foregoing instrument was subscribed, sworn to and acknowledged before me the day and year written above by Donald E. Taylor as LIEN RELEASE SUPERVISOR of Hughes Supply, Inc., a FLORIDA CORPORATION, on behalf of the CORPORATION. He/She is personally known to me and did/did not take an oath.

[Signature]  
NOTARY PUBLIC  
My Comm. Expires  
ACC 328480  
NOTARY PUBLIC, STATE OF FLORIDA

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENT:

The undersigned does hereby certify that he has received payment in full of \$ 1,804.41 for all material, labor or services he has furnished under an order given by The Bellicoit Company pursuant to construction of the project known as Sea Gate. The project can not be liened or made claim to by anyone who has furnished material, labor or services to the undersigned; and the undersigned hereby releases The Bellicoit Company and the OWNER of the project from further liability to the undersigned.

Furthermore, in the event that the undersigned is a duly authorized corporation, the individual signing certifies that his authority is such to commit the corporation to the above release.

Dated this 5th day of April 1994.

Witness:

Aimee S. Jacobson

Aimee S. Jacobson

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

ACME SYKES, INC.

BY: Joseph A. Murphy

Joseph A. Murphy

TITLE: Treasurer

Sworn to and subscribed before me this 5th day of April 1994.

Notary Public: Mary Ann Howard

Mary Ann Howard

Notary Public, State of Florida of term  
My Commission Expires 06/30/93

Notary Seal

FINAL WAIVER OF LIEN

Whereas, the undersigned STANDARD PRECAST, INC. has been heretofore employed by Belloit Company or others to furnish certain labor or material, or both, on the Seagate Phase III, Unit I Job/Project and located at: \_\_\_\_\_

Now, therefore, the undersigned, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens and claims or rights to liens on said above described Job/Project and real estate under the Laws of the state in which the property is located relating to mechanics' liens and materialmen's liens by reason or on account of labor or materials, or both, whether fully described and identified herein or not, and heretofore furnished by the undersigned for the said Job/Project and real estate, it being the express intention of the undersigned, with full knowledge of the provisions of his (its) rights, that the execution hereof constitutes a full and complete discharge, release and waiver of his (its) mechanics' lien and materialmen's lien for any and all work and labor done and performed or any and all materials or both, furnished.

The undersigned hereby certifies that all labor and/or materials furnished or used on the above described premises for which this waiver of lien is executed have been paid in full.

Given under my (our) hand(s) this 23rd day of March, 1994 in the County of DUVAL, State of FLORIDA.

WITNESS:

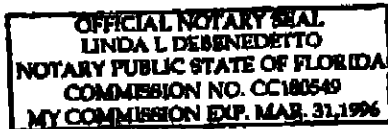
STANDARD PRECAST, INC.

Stacy E. Cochran  
Ann J. Carleton

By: Russell A. Smith  
Russell A. Smith, Vice-President

The individual who has before me signed the foregoing Affidavit and Release on the date shown, being first duly sworn, deposes and says that he/she is authorized to execute the foregoing on behalf of the said firm and that the statements contained herein are true.

Sworn to before me the undersigned authority this the 23rd day of MARCH 1994 by Russell A. Smith who is personally known to me.



Linda L. DeBenedetto  
Notary Public

Recorded in Public Records St. Johns County, FL  
Clerk # 94027951 O.R. 1069 PG 5 09:29AM 08-18-94  
Recording 17.00 Surcharge 2.50

Rec-1700  
Sur-250

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 17 day of June, 1994, by GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, (hereinafter referred to as "Grantor") and ST. JOHNS COUNTY (hereinafter referred to as "Grantee"):

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of certain property located in St. Johns County, Florida, and more particularly described as follows (the "Seagate Streets"):

All of Joey Drive and Marsh Place North, as contained and described within the plat of PHASE III, UNIT I, SEAGATE, according to plat recorded in Map Book 27, pages 40 through 42, Public Records of St. Johns County, Florida.

WHEREAS, there exists within the above-described Joey Drive and Marsh Place North a potable water distribution system.

WHEREAS, the Grantor has by Bill of Sale conveyed title to said potable water distribution system to St. Johns County and by this instrument does confirm that conveyance and sale.

WHEREAS, the Grantor wishes to provide access to the agent, employees, and assigns of Grantee for the maintenance, service, and repair of the potable water distribution system.

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$10.00 does hereby remise, release, convey, and quit-claim unto the Grantee, its successors, agents and assigns forever a

Mark - P. Degande  
- Bill Utility Dept -

Exhibit "A"

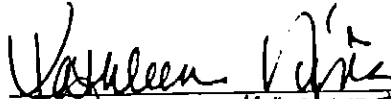
perpetual non-exclusive easement running with the land, for access, ingress and egress upon and across Joey Drive and Marsh Place North as more fully described in the plat of Phase III, Unit I, Seagate, as filed in Map Book 27, pages 40 through 42, Public Records of St. Johns County, Florida, for the purpose of maintaining, repairing, replacing, installing, servicing, and any other necessary actions incident to the operation of the potable water distribution system as contained therein.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

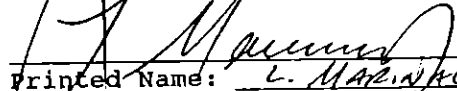
GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP

Signed, Sealed and Delivered in the presence of:

BY: McCARTHY INVESTMENTS, INC. A FLORIDA CORPORATION

  
Printed Name: KATHLEEN NUNEZ

BY:   
DOUGLAS P. McCARTHY, PRESIDENT

  
Printed Name: L. Martin  
Witnesses as to officer of McCARTHY INVESTMENTS, INC.

BY: EDDY INVESTMENTS, INC., A  
FLORIDA CORPORATION

CAROL A. PHILLIPS  
Printed Name: Carol A. Phillips

BY: [Signature]  
RAY EDDY, PRESIDENT

Margaret J. Reihl  
Printed Name: MARGARET J. REIHL  
Witnesses as to officer of  
EDDY INVESTMENTS, INC.

BY: GVA, INC., A FLORIDA  
CORPORATION

Kathleen Nunez  
Printed Name: KATHLEEN NUNEZ

BY: [Signature]  
JOHN GAZZOLI, PRESIDENT

L. MARINACCIO, Jr  
Printed Name: L. MARINACCIO, Jr  
Witnesses as to officer of  
GVA, INC.

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this  
17 day of JUNE, 1994, by Douglas P. McCarthy as  
President of McCarthy Investments, Inc., a Florida Corporation, on  
behalf of the Corporation. He is personally known to me.

NOTARY PUBLIC:

SIGN [Signature]  
PRINT Jean Sanfilippo  
State of Florida at Large  
My commission expires:



STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of June, 1994, by Ray Eddy as President of Eddy Investments, Inc., a Florida Corporation, on behalf of the Corporation. He is personally known to me.

NOTARY PUBLIC:



CAROL A. PHILLIPS  
MY COMMISSION # CC314199 EXPIRES  
September 9, 1997  
BONDED THRU TROY FAH INSURANCE, INC.

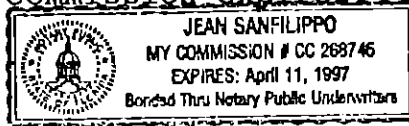
SIGN Carol A. Phillips  
PRINT CAROL A. PHILLIPS  
State of Florida at Large  
My commission expires:

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of June, 1994, by John Gazzoli as President of GVA, Inc., a Florida Corporation, on behalf of the Corporation. He is personally known to me.

NOTARY PUBLIC:

SIGN Jean Sanfilippo  
PRINT Jean Sanfilippo  
State of Florida at Large  
My commission expires:



This instrument prepared by:  
Record and Return to:  
Donald E. Hawkins  
501 S. Ridgewood Avenue  
Daytona Beach, Florida 32114

Recorded in Public Records St. Johns County, FL  
Clerk # 94027953 O.R. 1069 PG 14 09:33AM 08-18-94  
Recording 17.00 Surcharge 2.50

lec 17<sup>00</sup>  
Sur - 250

ST. JOHNS COUNTY UTILITY  
RESTORATION AGREEMENT  
AND ACCEPTANCE OF EASEMENTS

THIS UTILITY RESTORATION AGREEMENT is made and entered into on this 17 day of JUNE, 1994, by and between the St. Johns County, (Post Office Drawer 300, St. Augustine, Florida 32085-0300), hereinafter called "COUNTY," and Seagate at St. Augustine Beach Homeowners Association, Inc. (formerly Coastal Point Homeowners Association, Inc.) ("SEAGATE"), (347 Monika Place, St. Augustine, Florida 32084), a not-for-profit homeowners association duly incorporated under the laws of the State of Florida, hereinafter called "HOMEOWNERS ASSOCIATION."

WHEREAS, HOMEOWNERS ASSOCIATION was established for the benefit of the residents and property owners of Seagate Phase III Unit I Subdivision, a subdivision of land recorded in Map Book 27, Page 40-42 of the Public Records of St. Johns County, Florida.

WHEREAS, HOMEOWNERS ASSOCIATION has offered to transfer and dedicate to the COUNTY, the water distribution mains located in said subdivision to the COUNTY, and to convey easements for maintaining and repairing the water distribution mains and meters.

WITNESSETH: In consideration of the sum of ONE DOLLAR (\$1.00) and the covenants and agreements hereinafter set forth, the adequacy of said consideration being hereby admitted by the parties, the COUNTY and HOMEOWNERS ASSOCIATION agree as follows:

1. The COUNTY accepts the dedication of the water mains and said utility easements.
2. The COUNTY agrees to repair and maintain the water mains and water meters, and to backfill any excavation made by the COUNTY in connection with any work on the water mains, all in the manner provided or authorized under the County ordinances regulating the County water utility system, as now existing or hereafter amended.
3. The water mains shall be part of the County utility water system, and the use thereof if not restricted to members of the HOMEOWNERS ASSOCIATION or residents of the subdivision.
4. Service availability charges, impact fees, unit connection fees, regulatory fees, and rates for water service shall be charged by the COUNTY in accordance with the ordinances approved by the Board of County Commissioners of St. Johns County, as now existing or hereafter amended.

In+Ret - P. Degraude  
- Bill Utility Dept -

Exhibit "D"



5. The COUNTY shall have the right at any time in the future to remove the existing water mains and replace the same with mains of the same or larger size if deemed desirable by the COUNTY in its sole discretion.

6. Landscaping in the easement areas shall be maintained at the sole expense of the HOMEOWNERS ASSOCIATION, and the COUNTY shall have no responsibility with regard to any landscaping or other improvements within the easement area, excluding the water mains. The HOMEOWNERS ASSOCIATION shall not plant any landscaping, construct any structure, or pave any portion of the easement area which would interfere or inhibit the maintenance and repair of the water mains and meters by the COUNTY. Prior to making any improvement in the easement area, the HOMEOWNERS ASSOCIATION shall first secure the written consent of the COUNTY to such improvement.

7. The HOMEOWNERS ASSOCIATION shall indemnify and hold harmless the COUNTY against and from any and all liability arising out of any damage to any structures, pavements, shrubs, trees, sidewalks, driveways, drainage structures, lakes, retention ponds, caused by ruptures of water mains and any excavations required for accessibility for main repairs. The preceding indemnification provision shall also include indemnification for attorneys' fees incurred by the COUNTY in connection with any claim or action against the COUNTY. The indemnity obligation provided for above shall extend to and include all officers, employees, and agents of the COUNTY.

8. This Agreement shall terminate ninety-nine (99) years from the date of this Agreement; provided however, in the event of any breach or default by the HOMEOWNERS ASSOCIATION in respect to any term or provision of this Agreement, the COUNTY may, at its option, terminate this Agreement at any time by delivery of written notice thereof to the HOMEOWNERS ASSOCIATION. The termination of the Agreement shall not relieve the HOMEOWNERS ASSOCIATION of any liability, duty, or indemnity obligations arising prior to the date of termination.

9. This Agreement is binding upon the grantees, successors, and assigns of HOMEOWNERS ASSOCIATION. none of the covenants or agreements herein contained shall be waived or modified except by both COUNTY and HOMEOWNERS ASSOCIATION in writing, and no alleged verbal waiver or modification shall be binding under any circumstances.

10. This Agreement shall be recorded with the Clerk of the Circuit Court of St. Johns County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first herein written.

ST. JOHNS COUNTY, FLORIDA

By: Nicholas M. Meiszer  
Nicholas M. Meiszer  
Its County Administrator

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this date personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Nicholas M. Meiszer, as County Administrator of St. Johns County, Florida, to me well known and known to me to be the individual described in and who executed the foregoing Agreement, and he executed the same freely and voluntarily for the purposes therein expressed. Nicholas M. Meiszer is personally known to me.

WITNESS my hand and official seal at the County and State aforesaid, this 29 day of July, 1994.

Patricia DeGrande



PATRICIA DEGRANDE  
MY COMMISSION # CC 175632 EXPIRES  
January 28, 1996  
BONDED THRU TROY FAIR INSURANCE, INC.

Notary Public, State of Florida  
My commission expires: 1-26-96  
Commission No.: 175632

Tammy J. Corouil  
Name: Tammy L. Corouil  
Witness as to

HOMEOWNERS ASSOCIATION  
By: [Signature]  
Its President

[Signature]  
Name: ANTHONY VISCOMI  
Witness as to

ATTEST:  
By: Jack C McEachron  
Its Secretary

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this date personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, VINCE VISCOMI and JACK MCEACHRON, president and secretary respectively, of Seagate at St. Augustine Beach Homeowners Association, Inc. (formerly Coastal Point Homeowners Association, Inc.), to me well known and known to me to be the individuals described in and who executed the foregoing Agreement, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. VINCE VISCOMI is  personally known to me or  has produced \_\_\_\_\_ as identification. JACK MCEACHRON  personally known to me or  has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal at the County and State aforesaid, this 17 day of JUNE, 1994.

Karen M. LaButti  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



lec-2500  
Sur-350

PARTIAL RELEASE OF MORTGAGE

**KNOW ALL MEN BY THESE PRESENTS:** WHEREAS, GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, mortgagor, by indenture of Mortgage bearing the date the 26th day of April, A.D. 1993, and recorded in the office of the Clerk of the Circuit Court in and for the County of St. Johns, State of Florida, in Official Records Book 989, Page 652, and by indenture of Corrective Mortgage bearing the date the 16th day of November, A.D., 1993, and recorded in the office of the Clerk of the Circuit Court in and for the County of St. Johns, State of Florida, in Official Records Book 1021, page 1243, mortgaged unto EDDY INVESTMENTS, INC., A FLORIDA CORPORATION, and assigns, mortgagee, the premises therein particularly described, to secure the payment of the sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) Dollars, with interest as therein mentioned:

**AND WHEREAS,** the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP has requested the said EDDY INVESTMENTS, INC., A FLORIDA CORPORATION, to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of said Mortgage:

**NOW THEREFORE; KNOW YE,** That the said EDDY INVESTMENTS, INC., A FLORIDA CORPORATION as well in consideration of the premises as of the sum of TEN AND NO/100 (\$10.00) Dollars and other consideration, to it paid by the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge from the lien and operation of said mortgage unto the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, its heirs and assigns, all the piece, parcel or tract of land, being a part of the premises conveyed by said mortgage, to-wit:

All of Joey Drive and Marsh Place North, inclusive of all rights-of-way, as contained and described within the plat of PHASE III, UNIT I, SEAGATE, according to plat recorded in Map Book 27, pages 40 through 42, Public Records of St. Johns County, Florida.

**TO HAVE AND TO HOLD** the same, with the appurtenances, unto the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof; Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or incumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder thereof.

Int let - P. Degraude

Exhibit "B 1"

- Bill Utility Dept -

IN WITNESS WHEREOF, the said EDDY INVESTMENTS, INC., A FLORIDA CORPORATION, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 17th day of June A.D. 1994.

Signed, sealed and delivered in the presence of:

Sign: Carol A. Phillips  
Print: CAROL A. PHILLIPS

Sign: Margaret J. Reith  
Print: MARGARET J. REITH

EDDY INVESTMENTS, INC., A FLORIDA CORPORATION

By: [Signature]  
Ray Eddy, President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of June, 1994, by RAY EDDY as President of EDDY INVESTMENTS, INC., A FLORIDA CORPORATION, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign: Carol A. Phillips  
Print: CAROL A. PHILLIPS  
Commission Number: CC 314199  
State of Florida (SEAL)  
My commission expires:



CAROL A. PHILLIPS  
MY COMMISSION # CC314199 EXPIRES  
September 9, 1997  
BONDED THROUGH FARMERS INSURANCE, INC.

THIS INSTRUMENT PREPARED BY:  
PLEASE RECORD/RETURN TO:  
DONALD E. HAWKINS  
HAWKINS AND HAWKINS  
501 S. RIDGEWOOD AVENUE  
DAYTONA BEACH, FLORIDA 32114

**PARTIAL RELEASE OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:** WHEREAS, GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, mortgagor, by indenture of Mortgage bearing the date the 26th day of April, A.D. 1993, and recorded in the office of the Clerk of the Circuit Court in and for the County of St. Johns, State of Florida, in Official Records Book 989, Page 659, and by indenture of Corrective Mortgage bearing the date the 16th day of November, A.D., 1993, and recorded in the office of the Clerk of the Circuit court in and for the County of St. Johns, State of Florida, in Official Records Book 1021, page 1251, mortgaged unto McCARTHY INVESTMENTS, INC., A FLORIDA CORPORATION, and assigns, mortgagee, the premises therein particularly described, to secure the payment of the sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) Dollars, with interest as therein mentioned:

**AND WHEREAS,** the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP has requested the said McCARTHY INVESTMENTS, INC., A FLORIDA CORPORATION, to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of said Mortgage:

**NOW THEREFORE; KNOW YE,** That the said McCARTHY INVESTMENTS, INC., A FLORIDA CORPORATION as well in consideration of the premises as of the sum of TEN AND NO/100 (\$10.00) Dollars and other consideration, to it paid by the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge from the lien and operation of said mortgage unto the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, its heirs and assigns, all the piece, parcel or tract of land, being a part of the premises conveyed by said mortgage, to-wit:

All of Joey Drive and Marsh Place North, inclusive of all rights-of-way, as contained and described within the plat of PHASE III, UNIT I, SEAGATE, according to plat recorded in Map Book 27, pages 40 through 42, Public Records of St. Johns County, Florida.

**TO HAVE AND TO HOLD** the same, with the appurtenances, unto the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof; Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or incumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder thereof.

Exhibit "B 2"

IN WITNESS WHEREOF, the said McCARTHY INVESTMENTS, INC., A FLORIDA CORPORATION, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 17 day of JUNE, A.D. 1994.

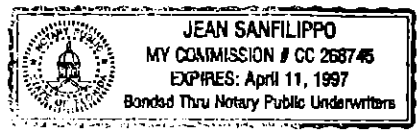
Signed, sealed and delivered in the presence of:  
Sign: [Signature]  
Print: DAPHNE NUNEZ  
Sign: [Signature]  
Print: C. MARINACCIO, SR.

McCARTHY INVESTMENTS, INC., A FLORIDA CORPORATION  
By: [Signature]  
Douglas P. McCarthy, President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of JUNE, 1994, by DOUGLAS P. McCARTHY as President of McCARTHY INVESTMENTS, INC., A FLORIDA CORPORATION, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:  
Sign: [Signature]  
Print: JEAN SANFILIPPO  
Commission Number: \_\_\_\_\_  
State of Florida (SEAL)  
My commission expires:



THIS INSTRUMENT PREPARED BY:  
PLEASE RECORD/RETURN TO:  
DONALD E. HAWKINS  
HAWKINS AND HAWKINS  
501 S. RIDGEWOOD AVENUE  
DAYTONA BEACH, FLORIDA 32114

**PARTIAL RELEASE OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:** WHEREAS, GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, mortgagor, by indenture of Mortgage bearing the date the 26th day of April, A.D. 1993, and recorded in the office of the Clerk of the Circuit Court in and for the County of St. Johns, State of Florida, in Official Records Book 989, Page 666, and by indenture of Corrective Mortgage bearing the date the 16th day of November, A.D., 1993, and recorded in the office of the Clerk of the Circuit Court in and for the County of St. Johns, State of Florida, in Official Records Book 1021, page 1259, mortgaged unto K-THREE DEVELOPMENT CO., A TENNESSEE CORPORATION and assigns, mortgagee, the premises therein particularly described, to secure the payment of the sum of ONE HUNDRED SEVENTY SEVEN THOUSAND AND NO/100 (\$177,000.00) Dollars, with interest as therein mentioned:

**AND WHEREAS,** the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP has requested the said K-THREE DEVELOPMENT CO., INC., A TENNESSEE CORPORATION to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of said Mortgage:

**NOW THEREFORE; KNOW YE,** That the said K-THREE DEVELOPMENT CO., A TENNESSEE CORPORATION as well in consideration of the premises as of the sum of TEN AND NO/100 (\$10.00) Dollars and other consideration, to it paid by the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge from the lien and operation of said mortgage unto the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, its heirs and assigns, all the piece, parcel or tract of land, being a part of the premises conveyed by said mortgage, to-wit:

All of Joey Drive and Marsh Place North, inclusive of all rights-of-way, as contained and described within the plat of PHASE III, UNIT I, SEAGATE, according to plat recorded in Map Book 27, pages 40 through 42, Public Records of St. Johns County, Florida.

**TO HAVE AND TO HOLD** the same, with the appurtenances, unto the said GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof; Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or incumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder thereof.

Exhibit "B 3"



IN WITNESS WHEREOF, the said K-THREE DEVELOPMENT CO., A TENNESSEE CORPORATION, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of December A.D. 1993.

Signed, sealed and delivered in the presence of:

Sign: Raymond C. Hicks  
Print: RAYMOND C. HICKS  
Sign: Brian W. Hicks  
Print: Brian W. Hicks

K-THREE DEVELOPMENT CO., A TENNESSEE CORPORATION

By: Joseph Newton Jones  
Joseph Newton Jones, President

(Corporate Seal)

STATE OF TENNESSEE  
COUNTY OF Sullivan

THE FOREGOING INSTRUMENT was acknowledged before me this 27th day of December, 1993, by JOSEPH NEWTON JONES, as President of K-THREE DEVELOPMENT CO., A TENNESSEE CORPORATION, on behalf of the corporation. He is personally known to me ~~or has produced~~ \_\_\_\_\_ as ~~identification~~.

NOTARY PUBLIC:

Sign: Sherry A. Rice  
Print: Sherry A. Rice  
Commission Number: 9502  
State of Tennessee (SEAL)  
My commission expires: 9/3/95

THIS INSTRUMENT PREPARED BY:  
PLEASE RECORD/RETURN TO:  
DONALD E. HAWKINS  
HAWKINS AND HAWKINS  
501 S. RIDGEWOOD AVENUE  
DAYTONA BEACH, FLORIDA 32114

Fee-1700  
Jur-250

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP of the City of St. Augustine, in the County of St. Johns and State of Florida, party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars lawful money of the United States and other considerations, to it paid by ST. JOHNS COUNTY, FLORIDA of City of St. Augustine, St. Johns County, Florida, party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, and its executors, administrators and assigns, the following goods and chattels:

Recorded in Public Records St. Johns County, FL  
Clerk # 94027954 O.R. 1069 PG 18 09:38AM 08-18-94  
Recording 17.00 Surchage 2.50

The personal property, fixtures and equipment comprising of the potable water distribution system as presently located in Phase III, Unit I, Seagate, a subdivision of record in Map Book 27, pages 40 through 42, Public Records of St. Johns County, Florida, said personal property, fixtures and equipment set forth on Schedule A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

AND GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP does, for itself and its heirs, executors and administrators, covenant to and with the said party of the second part, and its executors, administrators and assigns, that it is the lawful owner of said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part and its executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

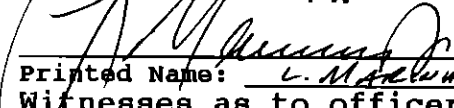
GVA SEAGATE PARTNERS, A FLORIDA GENERAL PARTNERSHIP

Signed, Sealed and Delivered in the presence of:

BY: McCARTHY INVESTMENTS, INC. A FLORIDA CORPORATION

  
Printed Name: KATHLEEN NUNEZ


BY:   
DOUGLAS P. McCARTHY, PRESIDENT

  
Printed Name: L. M. ...  
Witnesses as to officer of McCARTHY INVESTMENTS, INC.

BY: EDDY INVESTMENTS, INC., A FLORIDA CORPORATION

  
Printed Name: CAROL A. PHILLIPS

BY:   
RAY EDDY, PRESIDENT

  
Printed Name: MARGARET J. ...  
Witnesses as to officer of EDDY INVESTMENTS, INC.

In + let - P. Degraide  
- Bill Utility Dept. -

Exhibit "C"

O.R. 1069 PG 0019

BY: GVA, INC., A FLORIDA CORPORATION

Kathleen Nunez  
Printed Name: KATHLEEN NUNEZ

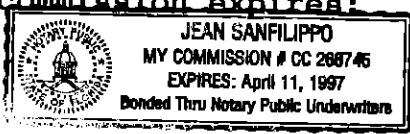
BY: John Gazzoli  
JOHN GAZZOLI, PRESIDENT

C. M. ...  
Printed Name: C. M. ...  
Witnesses as to officer of GVA, INC.

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of JUNE, 1994, by Douglas P. McCarthy as President of McCarthy Investments, Inc., a Florida Corporation, on behalf of the Corporation. He is personally known to me.

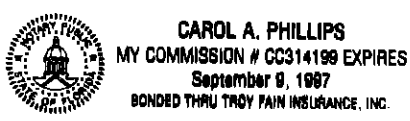
NOTARY PUBLIC:  
SIGN Jean Sanfilippo  
PRINT Jean Sanfilippo  
State of Florida at Large  
My commission expires:



STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of June, 1994, by Ray Eddy as President of Eddy Investments, Inc., a Florida Corporation, on behalf of the Corporation. He is personally known to me.

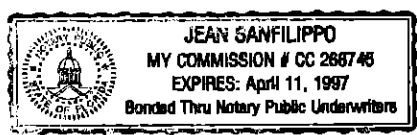
NOTARY PUBLIC:  
SIGN Carol A. Phillips  
PRINT CAROL A. PHILLIPS  
State of Florida at Large  
My commission expires:



STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of JUNE, 1994, by John Gazzoli as President of GVA, Inc., a Florida Corporation, on behalf of the Corporation. He is personally known to me.

NOTARY PUBLIC:  
SIGN Jean Sanfilippo  
PRINT Jean Sanfilippo  
State of Florida at Large  
My commission expires:





*Finals*

# THE BELLOIT COMPANY

11633 Phillips Highway • Jacksonville, Florida 32256 • (904)262-5902  
A Division of D. Belloit Construction & Utilities, Inc.

O.R. 1069 PG 0020

## SEAGATE UNIT I

OCTOBER 18, 1993

### SCHEDULE OF VALUES

1.	CLEAR & GRUB (UNITS I & II)	\$ 10,125.00
2.	WOOD SKIMMERS (3)	1,500.00
3.	IMPORTED FILL	58,560.00
4.	8" D.I.P.	1,320.00
5.	12" P.V.C. DRAWDOWN PIPING	1,496.00
6.	SILT FENCING	2,430.00
7.	POND EXCAVATION	3,000.00
8.	CONCRETE RETAINING WALL	33,802.00
9.	ADDED CONC. RETAINING	1,260.00
10.	VALVE MARKERS	320.00
11.	SOIL TESTING	711.00
12.	GEOTEXTILE FABRIC	900.00
13.	FLOATING TURBITTY BARRIERS (3)	900.00

#### POTABLE WATER:

1.	6" P.V.C. PIPING	11,250.00
2.	4" P.V.C. PIPING	350.00
3.	M.J. FITTINGS	1,950.00
4.	FIRE HYDRANTS (5)	7,125.00
5.	6" GATE VALVE & BOX (4)	1,440.00
6.	4" GATE VALVE & BOX (1)	295.00
7.	RODDING & ADD.	100.00
8.	CL2 & PRESSURE TESTING	800.00
9.	CONFLICT PIPING	600.00
10.	2" BLOW-OFF (2)	380.00

#### SANITARY SEWER:

1.	CONCRETE PRE-CAST MANHOLES	9,675.00
2.	8"SDR 35 P.V.C.	22,963.00
3.	#57 ROCK	600.00
4.	T.V. TESTING	1,200.00
5.	MISC. FITTINGS	600.00
6.	RING & COVER ADJ.	1,000.00
7.	8" BOOTS	1,000.00
8.	8" D.I.P.	270.00
9.	6" SERVICE PIPING	7,000.00
10.	SEWER LINE PRESSURE CLEAN & MANDREL PULL	500.00
11.	M.H. INVERT CONSTRUCTION	1,200.00

General Contractors • Water & Sewer • Commercial Contractors

**SCHEDULE OF VALUES  
PAGE 2**

**STORM DRAINAGE:**

1.	TYPE "C" CURB INLETS	\$ 4,900.00
2.	18" HEADWALLS 45deg. WING	2,130.00
3.	24 X 38 R.C.P.	22,368.00
4.	24 X 38 45deg. WINGWALL	3,440.00
5.	42" STRAIGHT HEADWALL	2,800.00
6.	24 X 38 DOUBLE HEADWALL	2,800.00
7.	15" R.C.P.	2,280.00
8.	18" R.C.P.	1,408.00
9.	42" R.C.P.	3,250.00

**ASPHALT PAVING:**

1.	1 1/4 ASPHALT	15,330.00
2.	8" SUB-BASE	6,300.00
3.	6" LIMEROCK BASE	26,250.00
4.	MIAMI & DOT CURBING	17,588.00
5.	CONCRETE (HANDWORK)	1,400.00

**ADDITIONAL WORK & ADJUSTMENTS:**

1.	DRAINAGE ADJUSTMENT AT EXISTING POND	1,558.00
2.	CLEAR, CUT & FILL, GRADE TO CONFORM TO GIVEN ELEV. - 7 MITIGATION AREAS	5,000.00
3.	CUT IN 6" VALVE ON EXISTING LINE, BOX, CONCRETE, PUMPING, 4 MEG-A-LUGS, LABOR & EQUIPMENT, MAGNETIC MARKER, JOINT RESTRAINERS	934.00
4.	ADD 1 (ONE) 6" VALVE BOX AT END OF CUL-DE-SAC 6" MEG-A-LUGS, JOINT RESTRAINERS, 6" M.J. PLUGS, 6" M.J. TEE & 20'- 6" P.V.C. PIPE	859.00
5.	P.V.C. PIPE CHANGE FROM DR26 TO DR25 HEAVY WALL 1920'- 6" P.V.C. @.54	1,037.00
	650'- 4" P.V.C. @.34	221.00
6.	MECHANICAL RESTRAINING FITTINGS AS REQUIRED BY ST. JOHNS UTILITIES FOR POTABLE WATER LINES: 6" MEG-A-LUG GLANDS - 48@35.00 1,680.00	
	6" BELL RETAINERS-29@45.00	1305.00
7.	INSTALLATION OF 2" CONDUIT AT 8(RIGHT) ROAD CROSSINGS AS SHOWN ON F.P.L. DRAWINGS- 410' @1.50	615.00

<b>TOTAL</b>	<b>\$314,075.00</b>
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