

RESOLUTION NO. 97-181

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NOTICE OF COST SHARING AGREEMENT BETWEEN ST. JOHNS COUNTY AND MAGUIRE LAND CORPORATION.

WHEREAS, May 27, 1997, the Board of County Commissioners approved an Economic Development Grant for construction of paving and drainage improvements to St. Marks Pond Blvd. and authorized the County Administrator to execute the agreement provided the County accept no financial exposure beyond the State grant funds; and

WHEREAS, Maguire Land Corporation has accepted certain financial responsibility over and above the grant funds as evidenced by the letter agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, and as referenced in the hereby proposed Notice of Cost Sharing Agreement between St. Johns County and Maguire Land Corporation.

NOW, THEREFORE BE IS RESOLVED by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. The Notice of Cost Sharing Agreement between St. Johns County and Maguire Land Corporation, attached hereto as Exhibit "B", incorporated by reference and made a part hereof is hereby approved and execution by the County Administrator is authorized.

Section 2. The Clerk is authorized to record the Notice of Cost Sharing Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 18 day of November, 1997, by the Board of County Commissioners of St. Johns County, Florida.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

BY: Moses A. Floyd
Moses A. Floyd, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Jana Paeth
Deputy Clerk

EXHIBIT "A" to Resolution

May 28, 1997

BY HAND DELIVERY

Mr. Nicholas M. Meiszer, County
Administrator
St. Johns County Administration
Building
Post Office Drawer 349
St. Augustine, Florida 32085-0349

Re: Bronz-Glow Project
Our File No. 6-96-336

Dear Mr. Meiszer:

This will confirm the agreement between Maguire & Associates, Inc. ("Developer") and Maguire Land Corporation ("Adjoining Land Owner"), its successors and assigns, and St. Johns County, Florida ("County"), concerning the project ("Project") described in the agreement executed by the County on behalf of Bronz-Glow Southeast Corporation and the State of Florida, Office of Tourism, Trade and Economic Development (the "Agreement").

The Developer shall pay and be responsible for up to \$18,850.00 of the additional actual costs, if any, incurred by the County to complete the Project, which exceed the total estimated cost set forth in the Agreement. Further, the Adjoining Land Owner, its successors and assigns, shall pay and be responsible for any additional actual costs incurred by the County to complete the Project which exceed the \$18,850.00 paid by the Developer. The obligation of the Adjoining Land Owner under this paragraph shall run with the lands which adjoin the Project, except for the three (3) acre parcel contracted to be conveyed to Bronz-Glow by contract dated February 14, 1997 (the "Bronz-Glow Parcel").

Mr. Nicholas M. Meiszer,
County Administrator
May 28, 1997
Page Two

For purposes of this agreement, the term "additional actual costs incurred by the County to complete the Project which exceed the total estimated cost set forth in the Agreement" means actual cash payments made by the County to third party consultants, contractors, sub-contractors, materialmen or laborers for services, labor and materials furnished to complete the Project in accordance with the approved plans, as modified by approved change orders, and cash payments for wetland mitigation, including but not limited to, monitoring and replacement per permit requirements, that exceed the estimate of \$18,850.00. The said term shall not include in-kind contributions of labor, materials and services, if any, provided by the County and contributions of time and services, if any, of County staff personnel.

In consideration for the above, the County shall utilize its best efforts to complete the Project for the estimated total cost set forth in the Agreement and shall use its best efforts to expedite the permitting and construction of the Project and the County's permitting of the facility described in the application to the Project. Further, the County and project engineer shall advise and consult with the Developer and Adjoining Land Owner concerning the preparation and review of bids and awarding of contracts for the Project. The County and project engineer shall also advise and consult with the Developer and Adjoining Land Owner and any consultant retained by said parties on all issues pertaining to the permitting and construction of the Project, including but not limited to, change orders to the approved plans and specifications and cost overruns.

The County and the Adjoining Land Owner shall execute and record in the public records of St. Johns County, Florida, a notice of this cost sharing agreement which shall include a legal description of the land on which the Project will be constructed and the lands of the Adjoining Land Owner which adjoin the Project to a depth of 400 feet, consisting of not less than 20 acres, but excluding the Bronz- Glow Parcel. The notice shall be released when the obligations of the Adjoining Land Owner hereunder have been satisfied.

Mr. Nicholas M. Meiszer,
County Administrator
May 28, 1997
Page Three

Please indicate the County's acceptance of the above terms and conditions by executing this letter, where indicated.

Very truly yours,

Maguire & Associates, Inc.

By: *Bruce A. Maguire*
Bruce A. Maguire
Its President

Maguire Land Corp.

By: *Bruce A. Maguire*
Bruce A. Maguire
Its President

St. Johns County, Florida

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

Attest: *Irma Savetti*
Deputy Clerk of
the Court

7446

EXHIBIT "B" to Resolution

This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN 6-96-336

Recorded in Public Records St. Johns County, FL
Clerk# 97043557 O.R. 1279 PG 1697 03:55PM 11/26/1997
Recording \$17.00 Surcharge \$2.50

**NOTICE OF COST SHARING AGREEMENT
BETWEEN ST. JOHNS COUNTY, FLORIDA AND
MAGUIRE LAND CORPORATION, A FLORIDA CORPORATION**

ST. JOHNS COUNTY, FLORIDA (the "County") and MAGUIRE LAND CORPORATION, a Florida corporation, hereby give notice of the existence of a Cost Sharing Agreement concerning the construction of a dedicated public road on the lands described on attached Exhibit "A", which public road will in part benefit certain adjoining lands owned by Maguire Land Corporation, described on attached Exhibit "B" (the "Adjoining Lands"). The Cost Sharing Agreement imposes certain obligations on Maguire Land Corporation which run with the Adjoining Lands.

DATED this 21 day of November, 1997.

Maguire Land Corp.

By: Bruce A. Maguire
Bruce A. Maguire
Its President

St. Johns County, Florida

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

Attest: Cheryl Strickland, Clerk
Clerk of the Court

By: Cheryl Strickland
Clerk

Handwritten notes:
J. Pacetti
- Bill Co - BCC Secty
Rec 1700
Sur - 250

THE FOREGOING instrument was acknowledged before me this 9 day of July, 1997, by Bruce A. Maguire, President of Maguire Land Corp., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced driver's license no. _____ as identification.



John D. Bailey, Jr.
Notary Public

(Name of notary, typed/printed)

My commission number:

My commission expires:

THE FOREGOING instrument was acknowledged before me this 21st day of November, 1997, by Nicholas M. Meiszer, as County Administrator and attested to by _____ as Deputy Clerk of the Court, who are personally known to me or have produced driver's license nos. _____ and _____, respectively, as identification.



Yvonne Carter
MY COMMISSION # CC516022 EXPIRES
February 3, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Yvonne Carter
Notary Public

Yvonne Carter
(Name of notary, typed/printed)

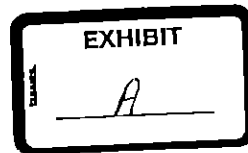
My commission number:

CC 516022

My commission expires:

February 3, 2000

PROPERTY TO BE CONVEYED BY MAGUIRE LAND CORPORATION
TO ST. JOHNS COUNTY, FLORIDA, FOR PUBLIC ROAD PURPOSES.



(to the Notice of Cost
Sharing Agreement)

A PART OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 02°23'03" WEST ALONG THE WEST LINE OF SAID SECTION 5 TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 18.53 FEET; THENCE NORTH 59°05'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 2183.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 59°05'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 1491.39 FEET; THENCE SOUTH 52°56'10" WEST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 405.08 FEET; THENCE SOUTH 59°05'11" WEST ALONG A LINE PARALLEL WITH AND LYING 44.00 FEET SOUTHEASTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 334.57 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°20'36" WEST AND A CHORD DISTANCE OF 45.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°23'59" EAST, A DISTANCE OF 683.61 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°38'37" EAST AND A CHORD DISTANCE OF 34.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°06'45" EAST, A DISTANCE OF 566.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°16'59" EAST AND A CHORD DISTANCE OF 15.31 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 241.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°53'15" EAST AND A CHORD DISTANCE OF 89.38 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°56'31" WEST AND A CHORD DISTANCE OF 15.31 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 53°06'45" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF A 70.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS BY OFFICIAL RECORDS BOOK 815, PAGE 432 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 685.19 FEET; THENCE NORTH 40°23'59" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 807.87 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°39'24" WEST AND A CHORD DISTANCE OF 38.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°05'11" WEST ALONG A LINE PARALLEL WITH AND LYING 44.00 FEET SOUTHEASTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 174.60 FEET; THENCE SOUTH 65°01'28" WEST, A DISTANCE OF 419.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.28 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 4.28 ACRE TRACT OF LAND BEING SUBJECT TO A 70.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS BY OFFICIAL RECORDS BOOK 815, PAGE 432 OF THE PUBLIC RECORDS OF SAID COUNTY.

O.R. 1279 PG 1700

MAP OF

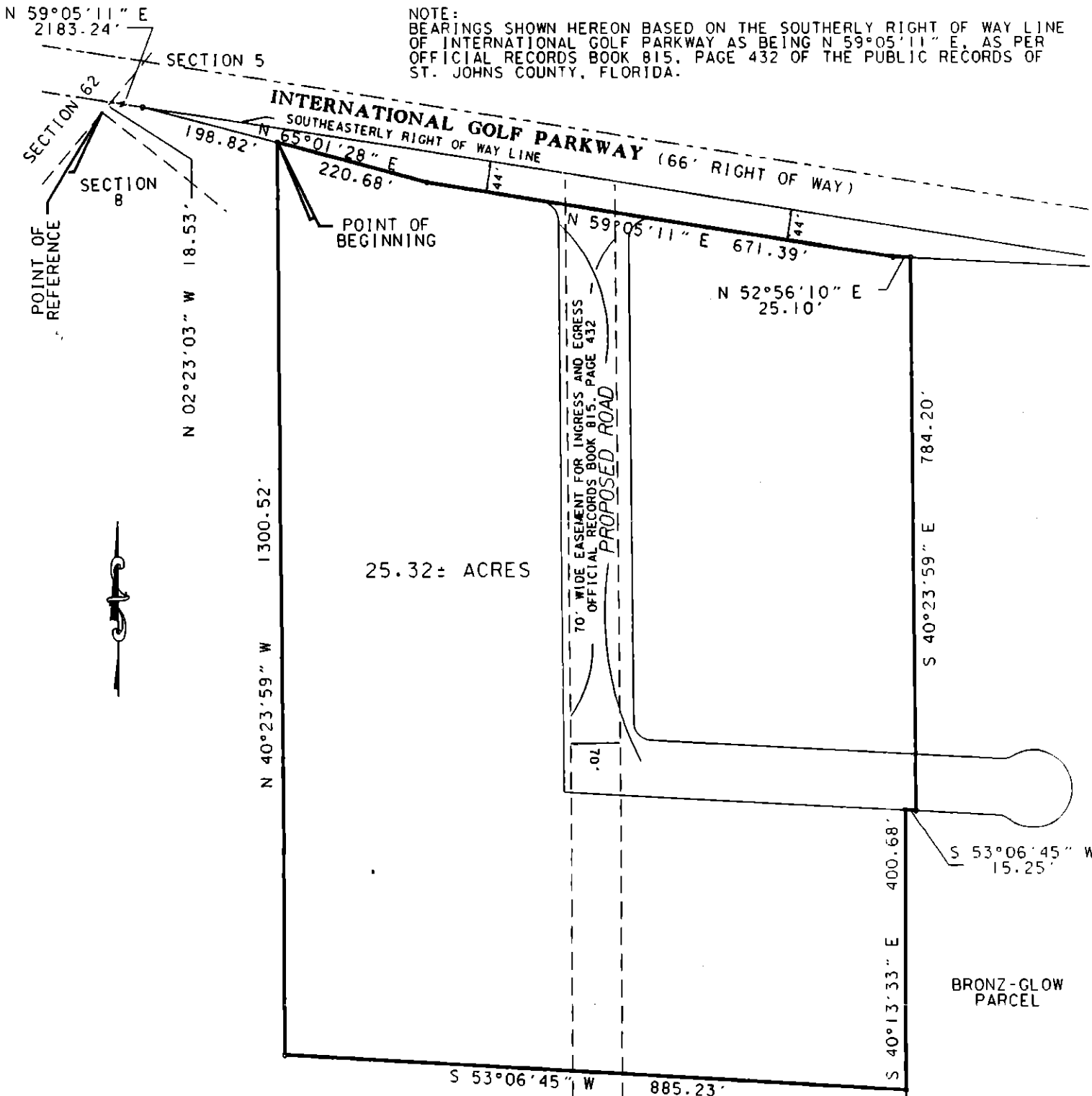
COST SHARING PARCEL

A PART OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 02°23'03" WEST ALONG THE WEST LINE OF SAID SECTION 5 TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 18.53 FEET; THENCE NORTH 59°05'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 2183.24 FEET; THENCE NORTH 65°01'28" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 198.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 65°01'28" EAST, A DISTANCE OF 220.68 FEET; THENCE NORTH 59°05'11" EAST ALONG A LINE PARALLEL WITH AND LYING 44.00 FEET SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 671.39 FEET; THENCE NORTH 52°56'10" EAST, A DISTANCE OF 25.10 FEET; THENCE SOUTH 40°23'59" EAST, A DISTANCE OF 784.20 FEET; THENCE SOUTH 53°06'45" WEST, A DISTANCE OF 15.25 FEET; THENCE SOUTH 40°13'33" EAST, A DISTANCE OF 400.68 FEET; THENCE SOUTH 53°06'45" WEST A DISTANCE OF 885.23 FEET; THENCE NORTH 40°23'59" WEST, A DISTANCE OF 1300.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.32 ACRES MORE OR LESS.

THE ABOVE DESCRIBED 25.32 ACRE PARCEL OF LAND BEING SUBJECT TO A 70 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 815, PAGE 432 OF THE PUBLIC RECORDS OF SAID COUNTY.

NOTE:
 BEARINGS SHOWN HEREON BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY AS BEING N 59°05'11" E, AS PER OFFICIAL RECORDS BOOK 815, PAGE 432 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY

BHR

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Bessent, Hammack & Ruckman, Inc.
 Engineers • Planners • Landscape Architects • Surveyors
 1900 Corporate Square Boulevard
 Jacksonville, Florida 32216
 Phone (904) 721-2991 Fax (904) 725-0171
 Certification Number LB 6739

Brenda D. Catone
 BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447

DATED: OCTOBER 24, 19 97
 SCALE: 1" = 200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER