

RESOLUTION NO. 94- 16

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT WARRANTY DEEDS FOR ROADS, GOVERNMENT CENTER AND PARKS FROM ATLANTIC GULF.

WHEREAS, Atlantic Gulf Communities Corporation ("Atlantic Gulf") as the developer of certain lands contained within a development of regional impact commonly referred to as Julington Creek ("Julington Creek") more fully described in that certain St. Johns County Resolution No. 82-37, and as amended by Resolution No. 93-159 ("Development Order"); and

WHEREAS, pursuant to the requirements of their Development Order, Atlantic Gulf has agreed to deed to the County certain properties identified within the warranty deeds attached - Exhibit A (Road Right of Way); Exhibit B (Government Tract); Exhibit C (Library Tract); Exhibit D (Recreational Tract); and Exhibit E (Mills Field Expansion Tract); and

WHEREAS, it is in the County's interest to accept said warranty deeds with certain amendments.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The Board of County Commissioners authorize the County Administrator to review and accept warranty deeds for said properties which Atlantic Gulf, under their Development Order is required to offer St. Johns County. The County Administrator shall have authority to accept amendments to said deeds which shall be substantially in the form attached hereton as Exhibits.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record said warranty deeds in the official records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 8th day of February, 1994.

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

BY: *Alan Roberts*
CHAIR

ATTEST: CARL "BUD" MARKEL, CLERK

BY: *Arny Berno*
Deputy Clerk

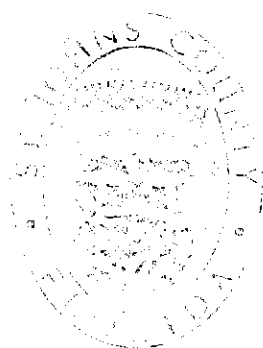


EXHIBIT A

Property Tax ID No. _____
Grantee's Tax ID No. 59-6000-825

GENERAL WARRANTY DEED
(Road Right of Way)

THIS GENERAL WARRANTY DEED is made this _____ day of _____, 1994, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida, whose address is 1111 Durbin Creek Boulevard, Jacksonville, Florida 32254, hereinafter called "Grantor", to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 33085, hereinafter called "Grantee":

(Whenever 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.)

W I T N E S S E T H:

That Grantor, for an in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St. Johns County, Florida, hereinafter called the "Property", and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is given pursuant to St. Johns County Resolution No. 93-159, Amending and Replacing St. Johns County Resolution No. 82-37, as Amended, filed in Ordinance Book 12, page 536, and in P.U.D. Official Records Book E, page 579, of the public records of St. Johns County, Florida, constituting a Restated Development Order by St. Johns County, Florida. The use of the Property shall be restricted to public road right of way purposes and related uses thereto. Grantor hereby reserves, unto itself, its successors and assigns in easement for the construction of bicycle/pedestrian paths over the Property.

This deed is executed subject to covenants, conditions, restrictions and easements of record, zoning, restrictions, prohibitions and other requirements imposed by government authorities, restrictions and matters appearing on any plat and taxes for the year 1994 and thereafter.

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of this land in fee simple, that Grantor has good right and lawful authority to sell and convey this land, that

Grantor hereby fully warrants the title to this land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in the presence of:

**ATLANTIC GULF COMMUNITIES
CORPORATION**, a Delaware corporation

Print name:

By: _____
J. THOMAS GILLETTE, III
Its Vice President

Print name:

[CORPORATE SEAL]

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me and did not take an oath.

Print name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

ACCEPTED:

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

By: _____
County Attorney

By: _____
Chair, St. Johns County Board of
County Commissioners

Date: _____

EXHIBIT B

Property Tax ID No. _____
Grantee's Tax ID No. 59-6000 825

GENERAL WARRANTY DEED
(Government Tract)
(Parcel 74)

THIS GENERAL WARRANTY DEED is made this _____ day of _____, 1994 by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida, whose address is 1111 Durbin Creek Boulevard, Jacksonville, Florida 32254, hereinafter called "Grantor", to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 33085, hereinafter called "Grantee":

(Whenever 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.)

W I T N E S S E T H:

That Grantor, for an in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St. Johns County, Florida, hereinafter called the "Property", and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is given pursuant to St. Johns County Resolution No. 93-159, Amending and Replacing St. Johns County Resolution No. 82-37, as Amended, filed in Ordinance Book 12, page 536, and in P.U.D. Official Records Book E, page 579, of the public records of St. Johns County, Florida, constituting a Restated Development Order by St. Johns County, Florida. The Property shall be used for governmental purposes including, without limitation, a fire station, administration building, sheriff substation, health unit, or other governmental use.

Grantor, working in cooperation with Grantee, seeks to insure that Grantor will have sufficient architectural control, prior to commencement of construction of any improvements on the Property, to establish the site plan, landscape plan, style, colors, exterior finishes and details for the government building to be constructed on the Property and to insure that the development of the Property and the construction of the improvements to the Property will be compatible with the overall character and theme established by Grantor for Julington Creek Plantation. Without limiting the foregoing, the Grantor and Grantee agree that the exterior finish of the governmental building structure shall consist of stucco, brick, or a combination of both; the roof shall have a minimum pitch of 7/12 and the roof material shall consist of either a flat concrete tile or metal. Grantee shall not erect any signs, on the Property or elsewhere, pertaining to the Property or

Grantee's intended improvements to be located thereon, until the plans for such signs have been submitted to and approved by Grantor.

If Grantee determines not to use all or part of the Property for the purposes set forth herein, then in that event the title to the Property shall revert to Grantor, its successors and assigns, subject to the following terms and conditions:

At such time as Grantee makes the determination that it will not utilize all or part of the Property (such portion of the Property hereinafter being called the "Excess Parcel") for the stated purposes, Grantee shall determine the purchase price for the Excess Parcel (hereinafter called the "Reverter Purchase Price"). The Reverter Purchase Price shall be determined in the following manner. Each party shall obtain, at its respective cost and expense, an appraisal of the Excess Parcel made by an MAI appraiser establishing the fair market value of the lands at the time of such appraisal. The Reverter Purchase Price shall be calculated as follows: (a) If the fair market values established by the two appraisers are less than twenty percent (20%) apart, then the fair market value for the calculation of the Reverter Purchase Price shall be the average of the two appraisals. (b) If the fair market values established by the two appraisers are more than twenty percent (20%) apart, then Grantor and Grantee shall select a third appraiser, and the fair market value for the calculation of the Reverter Purchase Price shall be the average of the three appraisals. The cost of the third appraisal shall be split between the parties.

Upon establishment of the Reverter Purchase Price, Grantor shall have thirty (30) days to determine whether it desires to purchase the Excess Parcel for the Reverter Purchase Price. If Grantor elects to purchase the Excess Parcel for the Reverter Purchase Price, it shall give written notice to Grantee within such thirty (30) day notice period. Grantee, within sixty (60) days thereafter, will convey the Excess Parcel to Grantor, and Grantor shall deliver the Reverter Purchase Price to Grantee.

If Grantor elects not to purchase the Excess Parcel for the Reverter Purchase Price, or fails to deliver its written notice to Grantee within the thirty (30) day notice period, then Grantee shall offer the Excess Parcel for sale in accordance with the then applicable statutes. If requested by Grantee, Grantor shall deliver a quitclaim of its interest in the Excess Parcel to Grantee. Grantee shall use the funds from the sale of the Excess Parcel, whether from Grantor or from a third party purchaser, to purchase an alternate site, to create an additional similar facility, or to expand an existing similar facility to be used for the stated purpose and serving the residents of the surrounding area.

This deed is executed subject to covenants, conditions, restrictions and easements of record, zoning, restrictions, prohibitions and other requirements imposed by government authorities, restrictions and matters appearing on any plat and taxes for the year 1994 and thereafter.

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of this land in fee simple, that Grantor has good right and lawful authority to sell and convey this land, that



Grantor hereby fully warrants the title to this land and will defend the same against the lawful claims of all persons whomsoever,

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

Signed, sealed and delivered
in the presence of:

ATLANTIC GULF COMMUNITIES
CORPORATION, a Delaware corporation

Print name:

By: _____
J. THOMAS GILLETTE, III
Its Vice President

Print name:

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me and did not take an oath.

Print name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

ACCEPTED:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

By: _____
County Attorney

By: _____
Chair, St. Johns County Board of
County Commissioners

Date: _____

EXHIBIT C

Property Tax ID No. _____
Grantee's Tax ID No. 59-6000-825

GENERAL WARRANTY DEED
(Library Tract)
(Parcel 13)

THIS GENERAL WARRANTY DEED is made this _____ day of _____, 1994, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida, whose address is 1111 Durbin Creek Boulevard, Jacksonville, Florida 32254, hereinafter called "Grantor", to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 33085, hereinafter called "Grantee":

(Whenever 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.)

W I T N E S S E T H:

That Grantor, for an in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St. Johns County, Florida, hereinafter called the "Property", and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is given pursuant to St. Johns County Resolution No. 93-159, Amending and Replacing St. Johns County Resolution No. 82-37, as Amended, filed in Ordinance Book 12, page 536, and in P.U.D. Official Records Book E, page 579, of the public records of St. Johns County, Florida, constituting a Restated Development Order by St. Johns County, Florida. The Property shall be used for the construction of the Northwest St. Johns County Library at Jullington Creek.

The Property is conveyed to Grantee for the purpose of constructing and operating a full-service library on the Property within seven (7) years of this conveyance. If Grantee does not commence substantial construction of the library within six (6) years from the date hereof, then in such event, the title to the Property shall automatically revert to and vest in Grantor, its successors and assigns.

TOGETHER WITH a perpetual, non-exclusive easement for ingress and egress over the land more particularly described in Exhibit "B" attached hereto and made a part hereof, hereinafter called the "Access Tract". The Access Tract may hereafter be conveyed to the Department of Transportation, State of Florida, or otherwise dedicated to the public for road purposes, and in such event this easement will terminate upon such conveyance. Grantor and

Grantee agree that this blanket easement may be terminated and a specific easement, not more than thirty (30) feet in width, may be substituted therefor, at such time as Grantor delivers to Grantee a legal description of the specific easement and an executed ingress and egress easement having substantially the same form and content as this instrument.

Grantor, working in cooperation with Grantee, seeks to insure that Grantor will have sufficient architectural control, prior to commencement of construction of any improvements on the Property, to establish the site plan, landscape plan, style, colors, exterior, finishes and details for the library to be constructed on the Property and to insure that the development of the Property and construction of the improvements to the Property will be compatible with the overall character and theme established by Grantor for Julington Creek Plantation. Without limiting the foregoing, the Grantor and Grantee agrees that the exterior finish of the library structure shall consist of stucco, brick, or a combination of both; the roof shall have a minimum pitch of 7/12 and the roof material shall consist of either a flat concrete tile or metal. Grantee shall not erect any signs, on the Property or elsewhere, pertaining to the Property or Grantee's intended improvements to be located thereon, until plans for signs have been submitted to and approved by Grantor.

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

This deed is executed subject to covenants, conditions, restrictions and easements of record, zoning, restrictions, prohibitions and other requirements imposed by government authorities, restrictions and matters appearing on any plat and taxes for the year 1994 and thereafter.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of this land in fee simple, that Grantor has good right and lawful authority to sell and convey this land, that Grantor hereby fully warrants the title to this land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in the presence of:

**ATLANTIC GULF COMMUNITIES
CORPORATION**, a Delaware corporation

Print name:

By: _____
J. THOMAS GILLETTE, III
Its Vice President

Print name:

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me and did not take an oath.

Print name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

ACCEPTED:

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

By: _____
Chair, St. Johns County Board of
County Commissioners

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
County Attorney

Date: _____

EXHIBIT D

Property Tax ID No. _____
Grantee's Tax ID No. 59-6000-825

GENERAL WARRANTY DEED
(Recreational Tract)
(Parcel 46)

THIS GENERAL WARRANTY DEED is made this _____ day of _____, 1994, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida, whose address is 1111 Durbin Creek Boulevard, Jacksonville, Florida 32254, hereinafter called "Grantor", to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 33085, hereinafter called "Grantee":

(Whenever 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.)

W I T N E S S E T H:

That Grantor, for an in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St. Johns County, Florida, hereinafter called the "Property", and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is given pursuant to St. Johns County Resolution No. 93-159, Amending and Replacing St. Johns County Resolution No. 82-37, as Amended, filed in Ordinance Book 12, page 536, and in P.U.D. Official Records Book E, page 579, of the public records of St. Johns County, Florida, constituting a Restated Development Order by St. Johns County, Florida. The Property shall be used for the establishment of a community park for recreational purposes.

Grantor, working in cooperation with Grantee, seeks to insure that Grantor will have sufficient architectural control, prior to commencement of construction of any improvements on the Property, to establish the site plan and landscape plan and to insure that the development of the Property and the construction of improvements to the Property will be compatible with the overall character and theme established by Grantor for Julington Creek Plantation. Grantee shall not erect any signs, on the Property or elsewhere, pertaining to the Property or Grantee's intended improvements to be located thereon, until plans for such signs have been submitted to and approved by Grantor.

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

This deed is executed subject to covenants, conditions, restrictions and easements of record, zoning, restrictions, prohibitions and other requirements imposed by government authorities, restrictions and matters appearing on any plat and taxes for the year 1994 and thereafter.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of this land in fee simple, that Grantor has good right and lawful authority to sell and convey this land, that Grantor hereby fully warrants the title to this land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in the presence of:

ATLANTIC GULF COMMUNITIES
CORPORATION, a Delaware corporation

Print name:

By: _____
J. THOMAS GILLETTE, III
Its Vice President

Print name:

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me and did not take an oath.

Print name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

ACCEPTED:

**ST. JOHNS COUNTY, a political
subdivision of the State of Florida**

**By: _____
Chair, St. Johns County Board of
County Commissioners**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

**By: _____
County Attorney**

Date: _____

17534-3
JAX-78631.4

EXHIBIT EProperty Tax ID No. _____
Grantee's Tax ID No. 59-6000-825GENERAL WARRANTY DEED(Mills Field Expansion Tract)
(Parcel 79)

THIS GENERAL WARRANTY DEED is made this _____ day of _____, 1994, by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation authorized to do business in Florida, whose address is 1111 Durbin Creek Boulevard, Jacksonville, Florida 32254, hereinafter called "Grantor", to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 33085, hereinafter called "Grantee":

(Whenever 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.)

W I T N E S S E T H:

That Grantor, for an in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain land situate in St. Johns County, Florida, hereinafter called the "Property", and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is given pursuant to St. Johns County Resolution No. 93-159, Amending and Replacing St. Johns County Resolution No. 82-37, as Amended, filed in Ordinance Book 12, page 536, and in P.U.D. Official Records Book E, page 579, of the public records of St. Johns County, Florida, constituting a Restated Development Order by St. Johns County, Florida. The Property shall be used for the expansion of Mills Field for recreational purposes.

Grantor, working in cooperation with Grantee, seeks to insure that Grantor will have sufficient architectural control, prior to commencement of construction of any improvements on the Property, to establish the site plan and landscape plan and to insure that the development of the Property and the construction of improvements to the Property will be compatible with the overall character and theme established by Grantor for Julington Creek Plantation. Grantee shall not erect any signs, on the Property or elsewhere, pertaining to the Property or Grantee's intended improvements to be located thereon, until plans for such signs have been submitted to and approved by Grantor.

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

This deed is executed subject to covenants, conditions, restrictions and easements of record, zoning, restrictions, prohibitions and other requirements imposed by government authorities, restrictions and matters appearing on any plat and taxes for the year 1994 and thereafter.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of this land in fee simple, that Grantor has good right and lawful authority to sell and convey this land, that Grantor hereby fully warrants the title to this land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in the presence of:

ATLANTIC GULF COMMUNITIES
CORPORATION, a Delaware corporation

Print name:

By: _____
J. THOMAS GILLETTE, III
Its Vice President

Print name:

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by J. Thomas Gillette, III, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation, who is personally known to me and did not take an oath.

Print name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

ACCEPTED:

**ST. JOHNS COUNTY, a political
subdivision of the State of Florida**

**By: _____
Chair, St. Johns County Board of
County Commissioners**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

**By: _____
County Attorney**

Date: _____