

2850

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS AND FOR SIDEWALKS
(IF APPLICABLE) TO BE INSTALLED BY INDIVIDUAL HOME BUILDERS
By: Escambia, Inc. & Bay Pine Villas Rentals, LLC.
In: Bay Pine Villas**

Escambia, Inc., and Bay Pine Villas Rentals, LLC. (corporations duly organized and existing under the laws of Florida and doing business in the State of Florida), has undertaken to develop and construct certain streets and drainage structures, more particularly described as follows:

See Exhibit "A" Attached (Legal Description) for Bay Pine Villas

Escambia, Inc. and Bay Pine Villas Rentals, LLC., hereinafter referred to as "Developer" wish to have the streets and drainage improvement dedicated to the public and accepted by Escambia County, a political subdivision of the State of Florida, hereinafter referred to as "County" for maintenance. These streets and drainage improvements have been built in accordance with County standards, and a condition of the County accepting the streets and drainage improvements for maintenance is that the Developer agrees to assume warranty responsibility for the streets and drainage improvements for a period of two years from the date of acceptance by the County.

As consideration for having the streets and drainage improvements accepted by the County, and for other good and sufficient consideration the receipt of which is hereby acknowledged by the parties hereto, Developer enters into this Agreement with County, guaranteeing said improvements as follows:

1. Developer warrants that is shall, for a period of two years from the date of the acceptance of the above-referenced streets and drainage improvements by the County (warranty period):
 - A. Take every reasonable precaution to protect the work from damage by the elements or from any cause whatsoever, and;
 - B. Developer, at its own expense, further warrants to repair and to make good all latent defects on account of workmanship or material, which may be discovered during the two year maintenance period.
 - C. Developer shall provide and maintain suitable barricades and signs wherever necessary. Said signs and barricades shall be kept lighted from sunset to sunrise with suitable lights.
 - D. By executing this Agreement, Developer agrees to save and hold harmless the County, its officers, agents and employees from any and all claims for damage to persons or property, sustained as a result of any defect or occurring during the prosecution of the work.
 - E. Developer shall not be responsible for damages by utilities or others where the County permits such work.
2. If in the judgment of the County Engineer, repairs to the above referenced streets and drainage improvements become necessary, then upon notice from said County Engineer, at any time during the warranty period, said repairs shall be promptly made, at the expense of Developer, who shall take out and remove all inferior or defective material found in any of the work and replace the same with good and acceptable materials as necessary to bring the warranted improvements into compliance with the certified "as built" drawings of the improvements following final inspection and preceding the commencement of the two year maintenance period.
3. If County ever has to file a judicial action to enforce any provision of this Warranty, Developer agrees to pay County for all of its costs, including reasonable attorney fees through appeal, if

necessary, that County may incur in enforcing this Warranty Agreement. Each party to this Warranty Agreement agrees that venue for any such judicial action shall lie in Escambia County, Florida.

4. Three original counterparts of this agreement shall be executed by the parties hereto with all attached Exhibits. A copy shall be recorded into public records by the Clerk of the Board of County Commissioners, and one original returned to the Engineering Department, one to the Developer and one retained by the Clerk.
5. When sidewalks are required to be installed pursuant to federal or State law or rule County ordinance, Developer hereby incorporates by reference herein all of the guarantees, warranties and covenants set forth above in paragraphs 1, 2, and 3 to guarantee the completion of such sidewalks in accordance with federal, state, or County standards by the Developer or builder(s). Developer further agrees to provide a surety or financial security as more fully described below, in paragraph 6 which shall be in effect until the required sidewalks are installed by the builder(s).
6. In order to ensure the warranties provided herein a security deposit, a cash surety (herein attached as Exhibit B) in the amount of \$20,504.00 shall be submitted by the Developer to County, based upon a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of such certified/sealed estimate is attached hereto as Exhibit C, listing acceptable improvements with documented deficiencies to be evaluated by the County Engineer or designee at a future date and prior to release of warranty, including any proposed or required sidewalks to be installed by the builder(s). If the security is a cash escrow security, the County shall deposit such cash into an escrow fund, which may be deposited in an account with withdrawals conditioned upon the approval of the County Engineer or designee. At the end of the warranty period, all unused escrow funds, if any, shall be released to Developer. If the security provided by Developer is an irrevocable letter of credit, the original letter of credit shall be returned to the Developer and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit, upon satisfactory completion of the warranty period as determined by the County Engineer or designee.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; COUNTY through its Board of County Commissioners signing by and through its Chairman and DEVELOPER signing by and through its presidents.

WITNESS:

By: *William L. Merrill*
WILLIAM L. MERRILL
Title: AGENT

By: *Fred R. Thompson*
FRED R. THOMPSON
Title: _____

WITNESS:

By: *Becky Jones*
Becky Jones
Title: _____

By: *Joni Maddrey*
Joni Maddrey
Title: _____

DEVELOPER/OWNER: (Bay Pine Villas Rentals, LLC.)

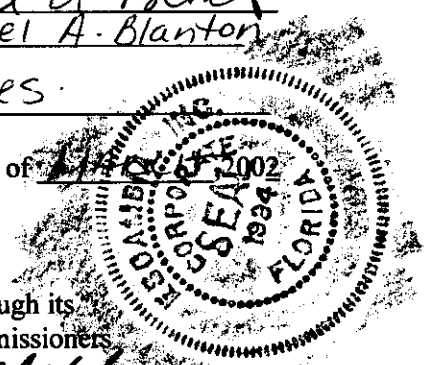
By: *Joseph Campus*
JOSEPH CAMPUS
Title: MANAGER

11 day of MARCH, 2002.

DEVELOPER/OWNER: (Escambia Inc.)

By: *Michael A. Blanton*
Michael A. Blanton
Title: Pres.

11 day of MARCH, 2002.



Escambia County, through its Board of County Commissioners

By: *W.D. Childers*
W.D. Childers, Chairman

20th day of March, 2002

BCC APPROVED 4-27-2000

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court



By: *Ernie Lee Magaha*
Ernie Lee Magaha
Deputy Clerk

Prepared under the supervision of the County Attorney's Office by:
Chris Curb, Engineer II
Escambia County Engineering Department
1190 W Leonard St, Pensacola, FL 32501.

EXHIBIT A
DESCRIPTION

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING, INC.;

COMMENCE AT THE SOUTHEAST CORNER OF EL-DORADO ESTATES SUBDIVISION (A.K.A. PERDIDO PARK) AS RECORDED IN PLAT BOOK 8, AT PAGE 50 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 23 MINUTES 18 SECONDS EAST FOR 250.00 FEET; THENCE GO NORTH 02 DEGREES 57 MINUTES 25 SECONDS EAST A DISTANCE OF 229.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 57 MINUTES 25 SECONDS EAST A DISTANCE OF 1003.62 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 15 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 875.45 FEET; THENCE DEPARTING SAID NORTH LINE GO SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 560.00 FEET; THENCE GO SOUTH 87 DEGREES 15 MINUTES 13 SECONDS EAST A DISTANCE OF 200.15 FEET; THENCE GO SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 270.67 FEET; THENCE GO NORTH 87 DEGREES 23 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 422.38 FEET TO A POINT ON A CURVE. THENCE GO SOUTHWESTERLY ALONG ARC OF SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 501.08 FEET; FOR AN ARC DISTANCE OF 92.94 FEET (DELTA = 03 DEGREES 45 MINUTES 58 SECONDS, CHORD BEARING = SOUTH 04 DEGREES 14 MINUTES 21 SECONDS WEST, CHORD DISTANCE = 32.93 FEET) TO THE POINT OF TANGENCY; THENCE DEPARTING SAID CURVE GO SOUTH 02 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 367.15 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY #98 (200' R/W); THENCE GO NORTH 87 DEGREES 23 MINUTES 18 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET; THENCE GO NORTH 02 DEGREES 21 MINUTES 22 SECONDS EAST A DISTANCE OF 228.26 FEET; THENCE GO NORTH 87 DEGREES 15 MINUTES 13 SECONDS WEST A DISTANCE OF 595.47 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 19, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 20.87 ACRES.

EXHIBIT B

OR BK 4871 PG1015
Escambia County, Florida
INSTRUMENT 2002-944551

ESCAMBIA COUNTY - * LIVE *

Item 1 of 1

PERMIT RECEIPT

OPERATOR: dflockha

COPY # : 1

Sec:19 Twp:2S Rng:31 Sub:192S313300 Blk:000 Lot:000
PARCEL ID: 192S313300000000

DATE ISSUED.....: 03/12/2002
RECEIPT #.....: 157385
REFERENCE ID #: 02011296
MASTER PERMIT #....: 01022481

SITE ADDRESS: 8900 BLK HWY 98 W (BACK)
SUBDIVISION:
CITY:
IMPACT AREA:

OWNER: BAY PINE VILLAS
ADDRESS:
CITY/STATE/ZIP: PENSACOLA, FL 32506

RECEIVED FROM: BAY PINES VILLAS REN
CONTRACTOR: LIC #
COMPANY:
ADDRESS:
CITY/STATE/ZIP: ,
TELEPHONE:

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
WALIEUBOND	FLAT RATE	1.00	20504.00	0.00	20504.00	0.00
WCDRAIN12	WATER VOLUME	47,598.00	0.00	0.00	0.00	0.00
WFPLINENR	PER SHEET	1.00	30.00	0.00	0.00	30.00
DSUBFNPLPT	FLAT RATE	1.00	250.00	250.00	0.00	0.00
WFPLOTFEE	PER LOT	102.00	102.00	0.00	0.00	102.00
WRETPONDWN	CUBIC YARD	8,544.00	491.22	0.00	0.00	491.22
WFPOTHRR	PER SHEET	1.00	6.00	0.00	0.00	6.00
WFPRTATIPR	PER SHEET	1.00	6.00	0.00	0.00	6.00
WFPRESTCOV	PER SHEET	1.00	6.00	0.00	0.00	6.00
WFPRTLSUB	LOT	102.00	468.00	468.00	0.00	0.00
TOTAL PERMIT :			21863.22	718.00	20504.00	641.22

NOTE: THIS RECEIPT HAS FEE CREDITS TOTALING: 7623.00

METHOD OF PAYMENT	AMOUNT	NUMBER
CHECK	20504.00	1319
TOTAL RECEIPT :	20504.00	

1319

DATE 3-11-02 \$ 20,504.00

68-950/632
730121410

DATE 3-11-02 \$ 20,504.00

PENSACOLA, FL 32534

BAY PINE VILLAS RENTAL, L.L.C.
8006 PITTMAN AVE.
PENSACOLA, FL 32534

PAY TO THE ORDER OF Escambia County

Twenty Thousand Five Hundred and no/100 DOLLARS

WHITNEY Whitney National Bank
Pensacola, Florida

MEMO

[Signature]

EXHIBIT C

Bay Pines Villas - Sidewalk Addition

Project No: 8124

EXHIBIT C	
Sidewalk Construction Total	\$18,640.00
Total @ 110% Cost	\$20,504.00

Item	Description	Unit	Quantity	Unit Price	Total Price
1	4' Wide Sidewalk Construction with Subgrade	SF	3,600	\$4.10	\$14,760.00
2	Earthwork	LS	1	\$800.00	\$800.00
3	Testing of Concrete / Subgrade	LS	1	\$200.00	\$200.00
4	Relocate Existing Mitered End Section	Each	1	\$2,000.00	\$2,000.00
5	Stabilization of RW	LS	1	\$500.00	\$500.00
6	36" RCP Pipe	LF	10	\$38.00	\$380.00
Total					\$18,640.00

PREPARED BY:
 NORTHWEST FLORIDA ENGINEERING AND SURVEYING INC
 CA # 00004882

RCD Mar 20, 2002 04:04 pm
 Escambia County, Florida

ERNIE LEE MAGAHA
 Clerk of the Circuit Court
 INSTRUMENT 2002-944551

ENGINEER:
 WILLIAM L. MERRILL, P.E.
 FL. REG. 55876

