

RETURN TO:  
JEFFREY ATKIN, PERMITTING DIVISION MANGER  
MARION COUNTY TRANSPORTATION DEPT  
412 S.E. 25TH AVENUE  
OCALA, FL 34471-2687



## AGREEMENT FOR MAINTENANCE OF SUBDIVISION IMPROVEMENTS

THIS AGREEMENT, entered into this 20 day of March, 2007, between THE DELTONA CORPORATION, a Delaware corporation authorized to transact business in the State of Florida (hereinafter "Deltona"), and MARION COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County").

### RECITALS

A. Deltona and the County entered into various Agreements for Construction and Maintenance of Streets, Alleys and other Rights-of-Way, etc. for each of the units in Marion Oaks Subdivision, which were modified and extended.

B. Deltona has fully completed construction of all the roads and drainage structures as referenced in the various Agreements for Construction and Maintenance of Streets, Alleys and other Rights-of-Way, etc. ("Original Agreement") and as shown on the plats of Marion Oaks Units One through Seven and Units Nine through Twelve with the exception of those areas outlined below.

1. Special Business District in Marion Oaks Unit Seven, comprising approximately 120 acres, which Deltona believes would best be suited for sale as a bulk parcel(s);
2. Commercial area in Unit Ten, comprising approximately 40 acres, which Deltona believes would best be suited for sale as a bulk parcel(s); and
3. Certain lots in Units Two and Three, which have been sold to a third party for the most part and is waiting development by said party.

C. The County has accepted for permanent maintenance and is maintaining certain roads and drainage improvements in Units One, Two, Three, Four, Five, Seven, Ten and Eleven with the exception of the areas noted on Appendix "A", which are the subject of this agreement.

D. It is the desire of Deltona and the County to establish specific guidelines and procedures for acceptance by the County for maintenance of the improvements identified on Appendix "A" hereto, which have been constructed in Marion Oaks but not previously accepted for permanent maintenance by the County, hereinafter known as the "Completed Improvements".

RECORDING FEES \$2.50

DAVID R. ELLSPERMAN, CLERK OF COURT MARION COUNTY  
DATE: 04/09/2007 08:43:15 AM  
FILE #: 2007049109 OR BK 04759 PGS 1543-1548

NOW, THEREFORE, in consideration of the foregoing premises and mutual benefits which will accrue to the parties hereto in carrying out the terms hereof, it is mutually understood and agreed as follows:

1. Deltona has constructed the Completed Improvements pursuant to the specifications, rules, regulations and agreements in effect on the dates of recording the respective plats of Marion Oaks Subdivision, which differ from the current regulations under the current Marion County Land Development Code. The specifications in effect on the dates of recording the respective plats will be used as a guideline by inspectors when conducting on-site review of improvements and making recommendations to the County for acceptance for permanent maintenance.

2. Deltona will inspect its Completed Improvements and undertake to repair, replace, clean, and mow the Completed Improvements to a neat, functional and safe condition excepting only that deterioration which can expect to result from normal service. This will include:

- a. All Drainage Retention Areas shall be mowed, cleared of trees, side slopes repaired and seed and mulch, and rip rap placed under inverts of drainage pipes showing erosion.
- b. Swales shall be graded, seed and mulched (sod used in erosion problem areas)
- c. Drainage structured cleaned and in sound structural condition.
- d. Right of ways and drainage right of ways cleared mowed and clear of debri.
- e. Pavement shall have potholes repaired, resurfacing will be done on a case by case basis and are noted on the Schedule maps in Appendix "B"
- f. Delineators, Street signs and stop signs are the only signs required per the "Original Agreement". Street signs names are based on the County GIS mapping names (on 12-01-06) unless notified in writing 90 days prior to schedule acceptance. Existing signage in reasonable condition shall stay. New signage (stop and street) will be in accordance to the Land Development Manual Dated 12-01-06.

4. Deltona will not be required to complete center line striping or road border striping; however, Deltona has agreed to utilize striping (stop bars) at intersections along major roads (100' right of ways)
4. Deltona and the County agree to the schedule attached hereto as Appendix "B", hereinafter the "Turnover Schedule", as the guideline for the timing of turnover of Completed Improvements to the County for permanent maintenance. Deltona commits to completing any and all repairs to the Completed Improvements prior to the dates identified in Appendix "B". When completed, Deltona shall notify the County in writing. The County shall within thirty (30) days of receipt of Deltona's notice, either (a) notify Deltona in writing of its acceptance of the Completed Improvements for permanent maintenance; or (b) notify Deltona in writing of its refusal to accept the Completed Improvements in the designated area specifying those conditions which Deltona must remedy to obtain the Board's acceptance for permanent maintenance. The County shall not fail to approve the Completed Improvements by reasons others than those listed in 2 above, exempting such wear and deterioration as may reasonably be expected from normal use. In the event the County notifies Deltona of a deficiency, Deltona shall have thirty (30) days from the date of the County's notification to cure the deficiencies or otherwise reply to the County.
5. Any controversy arising out of this Agreement shall be resolved in accordance with the laws of the State of Florida.
6. All of the terms, covenants and conditions herein contained are and shall be binding upon the respective successors and assigns of the County and of Deltona.
7. In the event of litigation, venue will lie in the Circuit Court in and for Marion County, Florida.

IN WITNESS WHEREOF, the County and Deltona have caused this Agreement to be executed by their duly authorized representatives this 20 day of March, 2007.

Signed, sealed and delivered  
in the presence of:

Alice Edwards  
Witness: Alice Edwards

THE DELTONA CORPORATION

Sharon Hummer  
By: Sharon Hummer  
Executive Vice President

Witness: C. Hausgard  
Carla Hansford

Attest: Beth Fisher, Asst. Secretary

Approved and accepted this 20 day of March, 2007.

Cindy Bonvissuto  
Witness: Cindy Bonvissuto

Bonnie Walker  
Witness: Bonnie Walker

BOARD OF COUNTY COMMISSIONERS  
OF MARION COUNTY, FLORIDA

By: Stan McClain, Chairman

Attest: David R. Ellspermann, Clerk

Approved as to Form  
and Legal Sufficiency

[Signature]  
County Attorney

## APPENDIX "A"

The following 146 miles of completed roads are being maintained by Deltona and are scheduled by this Agreement to be turned over to the County for permanent maintenance:

40.5 miles      Unit 6

3.73 mile      Unit 7 - Developer does not contemplate completing the undeveloped balance of unit with land use of special business district (to be offered for sale in bulk). 0.59 miles of second half of the 4 lane is included

35.4 miles      Unit 9

33.4 miles      Unit 10 – Developer does not contemplate completing the undeveloped balance of the unit (1.24 miles) with land use of commercial (to be offered for sale in bulk)

15.6 miles      Unit 11

20.2 miles      Unit 12

Units 2 and 3 have a small, undeveloped area on which the utility installed a sewer lift station in the middle of the road. At present, we do not have plans for finishing this road until the County (or others) relocates the lift station. This work encompasses a second lane of Deltona Blvd. and resurface of the other lane .

(See attached Maps corresponding to areas above)

## APPENDIX "B"

### SCHEDULE FOR TURNOVER TO COUNTY FOR PERMANENT MAINTENANCE

<u>UNIT</u>	<u>MILES</u>	<u>PROJECTED DATE FOR COMPLETION OF REPAIRS</u>
9	Phase 1	May 1, 2007
	Phase 2	September 1, 2007
10	Marion Oaks Trail	May 1, 2007
	Phase 1	December 1, 2007
	Phase 2	April 1, 2008
12	Phase 1	June 1, 2008
	Phase 2	September 15, 2008
11	Phase 1	January 1, 2009
	Phase 2	March 15, 2009
6	Phase 1	September 1, 2009
	Phase 2	January 1, 2010
2 & 3	If Applicable	Immediately upon completion of improvements