

AGENDA MEMORANDUM

1000 LARSENVILLE I

DATE: August 24, 1984

TO: Board of County Commissioners

FROM: County Administrator

BY: Originating Department County Attorney

SUBJECT: AGENDA ITEM - REGULAR CONSENT x REQUESTED AGENDA DATE 8/28/84

RE: PALMA SOLA WOODS II - Final Plat Approval

County Attorney  
*[Signature]*  
 APPROVED AS TO FORM

ACTION REQUIRED:

1. Approve and authorize recording of the final plat for PALMA SOLA WOODS II;
2. Accept the Required Improvements for maintenance;
3. Approve and authorize the Chairman to execute Required Improvements Agreement;
4. Approve and accept Letter of Credit as security guaranteeing completion of Required Improvements.
5. Approve and accept Letter of Credit as defect security warranting Required Improvements.

The final plat and related documents are available for review at the Office of Board Records.

ACTION(S) REQUIRED: x Execution x Approval x Acceptance x Recording      Authorization Adoption

COST:  
SOURCE:

ATTACHMENTS: \_\_\_\_\_ BOARD RECORDS: \_\_\_\_\_

AGENDA DISPOSITION

ACTION TAKEN BY THE BOARD:

- APPROVED  DEFERRED UNTIL \_\_\_\_\_  RECEIVED
- DISAPPROVED  CONCURRED WITH STAFF RECOMMENDATION  REFERRED TO STAFF

OTHER: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

CLERK OF CIRCUIT COURT  
P.O. Box 1000  
Manatee County, Florida 33506

RECEIVED  
FROM

CASH

CHECK

*Proco Development Inc*

CASE #/DOCKET #

*Palma  
Sold  
Woods  
II  
Plat Bk  
22*

*Pg  
31x32*

*Order  
OR 1089 Pg 2708*

RECEIVED  
BY

*m wood*

THIS RECEIPT MUST BE MACHINE VALIDATED BEFORE IT IS VALID.  
TAKE TO CENTRAL CASHIER  
(214) 222-1111

REQUIRED IMPROVEMENTS AGREEMENT

WHEREAS, Dietch's Development, Inc. and Proco Development, Inc. ("Developer") has made application to Manatee County, Florida ("County"), for approval of the Palma Sola Woods II ("Project"); and

WHEREAS, the Manatee County Comprehensive Zoning and Land Development Code, Ordinance 81-4, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan ("Required Improvements") have been duly constructed, completed and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed and approved; and

WHEREAS, in connection with the Project the Developer has submitted construction drawings for the Required Improvements which are on file with and have been approved by the County; and

WHEREAS, the Developer, desires to obtain approval of the Project prior to installation of the Required Public Improvements; and

WHEREAS, the Developer has submitted a cost estimate certified by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Letter of Credit referred to below is in an amount which represents 110% of the estimated cost; and

WHEREAS, the Developer herewith tenders to the County a Letter of Credit, Number 120, dated August 14, 1984 with The Island Bank, in the amount of Three Thousand Thirty Six Dollars (\$3,036.00) expiring on the fourteenth day of March, 19 85.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project approval, and all other applicable regulations, requirements, and agreements.

2. That in consideration of the foregoing it is hereby mutually AGREED as follows:
  - (a) The Developer shall complete to the satisfaction of the County all Required Improvements, in accordance with the construction drawings or any amendments thereto approved by the County, at least three (3) months prior to the expiration date of the Letter of Credit identified above and incorporated herein by reference, and shall indemnify costs, expenses, damages, injury or loss, including without limitation all engineering, legal and contingent costs, which the County may sustain on account of the failure of the Developer to fulfill within the time specified its obligations as described herein.
  - (b) In the event the Developer should fail or refuse to fulfill within the time specified its obligations under this Agreement and the Letter of Credit identified above, the County, at its option, shall have the right to construct and complete or cause to be constructed the Required Improvements. In the event the County should exercise such right, the Developer and the Financial Institution shall be jointly and severally liable hereunder to the County for the costs thereof to the extent of the amount of the Letter of Credit identified above, including, without limitation, all engineering, legal and contingent costs together with any and all claims, costs, expenses and damages, either direct or consequential, which the County may sustain on account of the failure of the Developer to fulfill within the time specified its obligations as described herein. For such purpose, the County shall have the unqualified right to draw funds in accordance with the terms of the Letter of Credit.
3. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing the Required Improvements, without regard to the amount of the Letter of Credit identified above. Should the Developer fail or refuse to complete the Required Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

SIGNED AND SEALED, this 14th day of August, 1984.

Dietch's Development, Inc. and  
Proco Development, Inc.

BY: [Signature]  
Donald R. Dietch (Seal)  
President  
4700 Manatee Avenue West  
Bradenton, Florida 33529

WITNESS:

[Signature]  
[Signature]

NOTARY ACKNOWLEDGEMENT

State of Florida  
County of Manatee

The foregoing instrument was acknowledged before me this 14th  
day of August, 1984, by Donald R. Dietch, as President on  
behalf of the corporation identified herein as Developer.

[Signature]  
NOTARY PUBLIC (Seal)

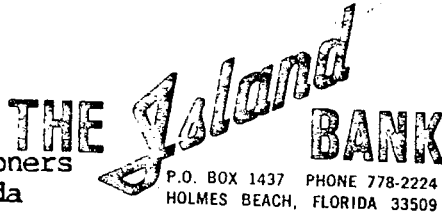
My Commission Expires: January 16, 1988

Approved and accepted for and on behalf of the County of Manatee, Florida  
this 14th day of August, 1984.

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

BY: [Signature]  
Chairman

ATTEST: [Signature]  
R. B. Shore  
Clerk of Circuit Court



Board of County Commissioners  
County of Manatee, Florida  
Bradenton, Florida 33505

Re: Our Clean Irrevocable Credit No. 120  
For: Palma Sola Woods II

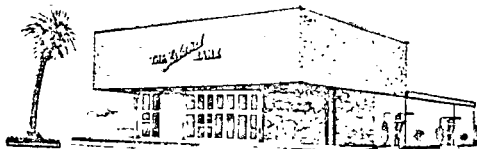
Gentlemen:

By order of Dietch's Development, Inc. and Proco Development, Inc., we hereby open our Clean Irrevocable Credit No. 120 in favor of the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as County, for the amount of Three Thousand Thirty Six Dollars, (\$3,036.00), effective as of August 14, 1984 and expiring at our office at the close of business on March 14, 1985.

We are informed that the developer has entered into a written Required Improvements Agreement with the County to develop a project to be known as Palma Sola Woods II ("Project") and to construct and install the Required Improvements which have been approved by the County. The Required Improvements are to be constructed and completed to the satisfaction of the County, at least three (3) months prior to the expiration date of this Letter of Credit.

Funds under this Credit are available and will be paid promptly to the County hereunder not exceeding in the aggregate amount of this Credit against the County's sight draft on us mentioning this Letter of Credit accompanied by a statement purporting to be signed by the County Engineer to the effect (a) that it is a certification by the County Engineer relating to the construction of the Required Improvements mentioned above; (b) that the Developer has failed to complete the Required Improvements within the time period specified; (c) that such funds are required to exercise the County's right to complete the Required Improvements; and (d) that the County will promptly refund to us any portion of said funds drawn and not expended as provided herein.

Our obligation hereunder is limited to \$3,036.00 and shall include but not be restricted to all engineering, legal and contingent costs, together with any and all claims, costs, expenses and damages, either direct or consequential, which the County may sustain on account of the failure of the Developer to fulfill within the time specified all of its obligations in connection with the development of the Project. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse side hereof.



This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in be any way modified, amended or amplified by reference to it in any other document; provided, however, that no change involving an extension of time, alterations or additions to the terms of the aforementioned Project or to the work to be performed or materials to be furnished in connection therewith, or in the plans, specifications and schedules covering same, shall in any way affect our obligation under this Letter of Credit, and we do hereby waive notice of any such changes, extensions of time, alterations or additions.

This Letter of Credit is subject to the uniform customs and practices for documentary credits (1974 revision) International Chamber of Commerce Brochure No. 290.

Sincerely,

The Island Bank

(Corporate Seal)

By:

J.L. Wilson  
J.L. Wilson, Vice President

Attest:

By:

M. Colleen Howard  
M. Colleen Howard, Assistant Vice President

State of Florida  
County of Manatee

The foregoing instrument was acknowledged before me this 14th day of August, 19 84, by J.L. Wilson, and M. Colleen Howard known to me to be the Vice President and Asst. Vice President of The Island Bank, a state banking institution, Corporation, on behalf of the Corporation.

Elizabeth Ann Blickenderfer  
Notary Public (Seal)

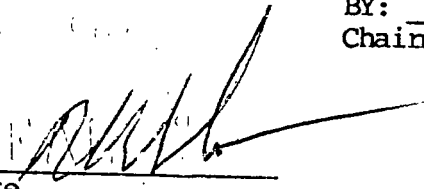
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 10, 1985

Approved and accepted for and on behalf of Manatee County, Florida,  
this the 28<sup>th</sup> day of August, 19 84.

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

BY: Edward W. Chance  
Chairman

ATTEST:   
R.B. Shore  
Clerk of Circuit Court



THE ISLAND BANK  
P.O. BOX 1437  
HOLMES BEACH, FL. 33509

Board of County Commissioners  
County of Manatee, Florida  
Bradenton, Florida 33505

Re: Our Clean Irrevocable Credit No. 121  
For: Palma Sola Woods II

Gentlemen:

By order of Dietch's Development, Inc. and Proco Development, Inc., we hereby open our Clean Irrevocable Credit No. 121 in favor of the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as County, for the amount of Twenty Thousand One Hundred Sixty Four Dollars, (\$20,164.00), effective as of August 14, 1984 and expiring at our office at the close of business on August 14, 1985.

We are further informed that as a requirement of Manatee County Ordinance No. 81-4, The Manatee County Comprehensive Zoning and Land Development Code, a security in the amount of ten (10) percent of the actual installation cost of all such required improvements be posted for the purpose of correcting any construction, design or material defects or failures within right-of-way or easements in the said development or required off-site improvements and that such security covering said defects shall be effective for a period of twelve (12) months from August 14, 1984. Acceptance by the County of the said installed improvements shall be evidenced by the Certificate of Completion issued pursuant to the above identified Ordinance.

Funds under this Credit are available to the County hereunder not exceeding in the aggregate amount of this Credit against the County's sight draft on us mentioning this Credit No. 121 accompanied by a statement purporting to be signed by the County Engineer of the County of Manatee, Florida, to the effect (a) that it is a certification by said Engineer relating to construction of the required improvements mentioned above; (b) that all written notices required under the provisions of Section 303E (Installation of Improvements), of Ordinance 81-4 (Manatee County Comprehensive Zoning and Land Development Code) have been properly given, (c) that such funds are required to exercise the County's right to correct said construction, design or material defects or failures within or of said required improvements; and (d) that the County will promptly refund to us any portion of said funds drawn and not expended as provided herein. Our obligation hereunder shall include, but not be limited to, engineering, legal and contingent costs, together with any and all claims, costs, expenses and damages, either direct or consequential, which the County may sustain on account of the failure of and the correcting of any construction, design or material defects or failures within said required improvements, but in no instance shall exceed Twenty Thousand One Hundred Sixty Four Dollars (\$20,164.00).

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or contract referred to herein or in which the Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or contract; provided, however, no change involving an extension of time, alterations or additions to the terms of this document, or to the work to be performed or materials to be furnished thereunder, or in the plans, specifications and schedules covering same, shall anyway affect our obligation under this Letter of Credit and we do thereby waive notice of any such changes, extensions of time, alterations or additions.

If we receive the County's sight draft and statement as mentioned above, here at Holmes Beach, Florida, on or prior to the date of expiration of this Credit, we will promptly honor the same.

Kindly address all correspondence regarding this Letter of Credit to the attention of the Commercial Loan Dept. mentioning specifically this Credit No. 121 the Island Bank dated the 14th day of August, 19 84.

Sincerely,

(Corporate Seal)

THE ISLAND BANK

By:

J.L. Wilson  
J.L. Wilson, Vice President

Attest:

By:

Jack Reed  
Jack Reed, Assistant Vice President

State of Florida  
County of Manatee

The foregoing instrument was acknowledged before me this 14th day of August, 19 84, by J.L. Wilson and Jack Reed known to me to be the Vice President and Asst. Vice President of The Island Bank a State Banking Institution Corporation, on behalf of the Corporation.

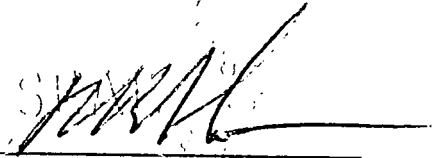
Dixon B. Nelson  
Notary Public (Seal)

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires March 30, 1987

Approved and accepted for and on behalf of Manatee County, Florida,  
this the 28<sup>th</sup> day of August, 19 84.

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

BY: Edward W. Chance  
Chairman

ATTEST:   
R.B. Shore  
Clerk of Circuit Court

TITLE CERTIFICATION

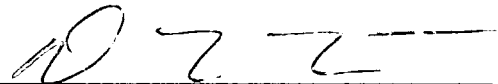
SUBDIVISION NAME: Palma Sola Woods II

LEGAL DESCRIPTION: See attached Exhibit "A"

I, Turner Matthews, attorney-at-law, hereby confirm that apparent record title to the land described above and shown on Palma Sola Woods II is in the name of Dietch's Development, Inc. and Proco Development, Inc., the organization executing the offer of dedication appearing on the above identified plat. All mortgages not satisfied or released of record are as follows:

Mortgages: A mortgage to First City Federal Savings & Loan Assn as recorded in Official Record Book 1055, page 2109 of the Public Records of Manatee County, Florida.

WITNESS my hand and official seal at Manatee County, Florida, this 20<sup>th</sup> day of June, 19 84.

Signature 

D. Turner Matthews, Attorney

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF U.S. GOVERNMENT LOT 3, SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST AS DESCRIBED AND RECORDED IN DEED BOOK 269, PAGE 273, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE  $00^{\circ}02'15''$  W, ALONG THE EAST LINE OF SAID U.S. GOVERNMENT LOT 3; ALSO BEING THE EAST LINE OF THE S.W. 1/4 OF SAID SECTION 31, 549.16 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN DEED BOOK 415, PAGE 289, AFORESAID PUBLIC RECORDS; THENCE  $S89^{\circ}46'05''$  W, ALONG THE NORTH LINE OF SAID CERTAIN PARCEL AND THE WESTERLY EXTENSION THEREOF, 289.07 FEET; THENCE  $S00^{\circ}42'02''$  E, 170.00 FEET TO THE INTERSECTION WITH THE NORTH LINE OF PALMA SOLA WOODS SUBDIVISION, AS RECORDED IN PLAT BOOK 20, PAGES 133 AND 134, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE  $S89^{\circ}46'05''$  W, ALONG SAID NORTH LINE, 381.92 FEET TO THE NORTHWEST CORNER OF SAID PALMA SOLA WOODS SUBDIVISION, ALSO BEING THE NORTHEAST CORNER OF BAYWOOD WEST SUBDIVISION, AS RECORDED IN PLAT BOOK 18, PAGES 28 THROUGH 30, AFORESAID PUBLIC RECORDS; THENCE  $N00^{\circ}05'05''$  W, 718.23 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND IN DEED BOOK 269, PAGE 273, SAID POINT LYING 5.00 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE  $N89^{\circ}41'21''$  E, ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, 670.34 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE S.W. 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA. CONTAINING 9.92 ACRES MORE OR LESS.

MORTGAGEE'S JOINDER IN AND RATIFICATION  
OF SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON

First City Federal Savings and Loan, the owner and holder of that certain mortgage recorded in Official Records Book 1055, Page 2109, of the Public Records of Manatee County, Florida, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of Palma Sola Woods II and described as follows:

See Attached Exhibit "A"

For other good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged hereby specifically joins in and ratifies said subdivision plat and all dedications and reservations thereon, and releases from the lien of said mortgage all of the streets, sidewalks, required utilities, and drainage or other easements dedicated to or reserved for the public on said subdivision plat.

DATED, this the 3rd day of July, 19 84.

(Corporate Seal)

First City Federal Savings and Loan,  
A Corporation of the State of Florida,  
Mortgagee

By: Stephen R. Jonsson  
Stephen R. Jonsson  
Senior Vice President

ATTEST:

By: Ruth H. Strickland  
Ruth H. Strickland  
Secretary

For Subdivision plot plan See: Plat Bk 22 Pgs 31 & 32

State of Florida  
County of Manatee

The foregoing instrument was acknowledged before me this 3rd day of July, 1984, by Stephen R. Jonsson, Senior Vice President and Ruth H. Strickland, Secretary of First City Federal Savings and Loan, a Florida Corporation, on behalf of the Corporation.

Jamala Holland

Notary Public (Seal)  
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires March 4, 1987.

Approved and accepted for and on behalf of the County of Manatee,  
Florida, this the 28th day of August, 19 84.

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

By: Edward W. Chance  
Chairman

ATTEST: R.B. SHORE  
Clerk of Circuit Court

[Signature]

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF U.S. GOVERNMENT LOT 3, SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST AS DESCRIBED AND RECORDED IN DEED BOOK 269, PAGE 273, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE  $S00^{\circ}02'15''W$ , ALONG THE EAST LINE OF SAID U. S. GOVERNMENT LOT 3; ALSO BEING THE EAST LINE OF THE S.W. 1/4 OF SAID SECTION 31, 549.16 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN DEED BOOK 415, PAGE 289, AFORESAID PUBLIC RECORDS; THENCE  $S89^{\circ}46'05''W$ , ALONG THE NORTH LINE OF SAID CERTAIN PARCEL AND THE WESTERLY EXTENSION THEREOF, 289.07 FEET; THENCE  $S00^{\circ}42'02''E$ , 170.00 FEET TO THE INTERSECTION WITH THE NORTH LINE OF PALMA SOLA WOODS SUBDIVISION, AS RECORDED IN PLAT BOOK 20, PAGES 133 AND 134, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE  $S89^{\circ}46'05''W$ , ALONG SAID NORTH LINE, 381.92 FEET TO THE NORTHWEST CORNER OF SAID PALMA SOLA WOODS SUBDIVISION, ALSO BEING THE NORTHEAST CORNER OF BAYWOOD WEST SUBDIVISION, AS RECORDED IN PLAT BOOK 18, PAGES 28 THROUGH 30, AFORESAID PUBLIC RECORDS; THENCE  $N00^{\circ}05'05''W$ , 718.23 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND IN DEED BOOK 269, PAGE 273, SAID POINT LYING 5.00 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE  $N89^{\circ}41'21''E$ , ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, 670.34 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE S.W. 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA. CONTAINING 9.92 ACRES MORE OR LESS.

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE COUNTY, FLA  
AUG 29 4 51 PM '84

976698