

County Attorney's Consent Agenda

APPROVED IN OPEN SESSION

OCT 16 1984

BOARD OF COUNTY COMMISSIONERS
SENAPEE COUNTY, FLORIDA

AGENDA MEMORANDUM

DATE: October 11, 1984
TO: Board of County Commissioners
FROM: County Administrator
BY: Originating Department County Attorney
SUBJECT: AGENDA ITEM - REGULAR CONSENT x
RE: WHITFIELD PINE SUBDIVISION Final Plat

County Attorney
[Signature]
APPROVED AS TO FORM

REQUESTED AGENDA DATE 10/16/84

ACTION REQUIRED:

1. Approve and authorize recording of final plat for WHITFIELD PINES SUBDIVISION.
2. Authorize Chairman to execute the Required Improvements Agreement.
3. Approve and accept the Letter of Credit, as amended, in the amount of \$60,000, as security for completion of the Required Improvements.

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BOARD OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

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

ACTION(S) REQUIRED:	<u>X</u> Execution	<u>X</u> Approval	<u> </u> Authorization
	<u>X</u> Acceptance	<u>X</u> Recording	<u> </u> Adoption

COST:
SOURCE:

ATTACHMENTS:

BOARD RECORDS:

AGENDA DISPOSITION

ACTION TAKEN BY THE BOARD:

- | | | |
|--------------------------------------|--|--|
| <input type="checkbox"/> APPROVED | <input type="checkbox"/> DEFERRED UNTIL _____ | <input type="checkbox"/> RECEIVED |
| <input type="checkbox"/> DISAPPROVED | <input type="checkbox"/> CONCURRED WITH STAFF RECOMMENDATION | <input type="checkbox"/> REFERRED TO STAFF |

OTHER: _____

SPECIAL INSTRUCTIONS: _____

MANATEE PLANNING & DEVELOP

MEMO

TO: KEITH ROBERTS

DATE: OCT 8, 1984

Keith: 10/8

If you have any problems with this, please call me or the developer, Kurt Grenley at

794-1128

Meredith
x3305

NAME/ FILE: WHITFIELD PINES

SUBJECT:

Please place this final subdivision plat on the Oct 16 BOCC agenda. If there are problems with the documents, I'm sure Mr. Grenley will solve them pronto.

BOCC needs to:

- ① Approve and accept the subdivision plat
- ② Accept letter of credit in the amount of \$60,000.
- ③ Accept and execute the required improvements agreement.

APPROVED IN OPEN SESSION

OCT 16 1984

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Meredith
x3305

~~COPIES TO:~~
COPIES TO:

BY: _____

P.S. Developer says all improvements will be in the 1ST part of November; thus the Feb 28 expiration date on the letter of credit.



Post Office Box 1810 · Tampa, Florida 33601 · Telephone: (813) 224-1111

October 1, 1984

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

Re: Our Clean Irrevocable Credit No. SB 1222
For: Whitfield Pines

Dear Commissioners:

We hereby amend our subject irrevocable letter of credit issued in your favor as follows:

This Letter of Credit expires at our office at the close of business on February 28, 1985.

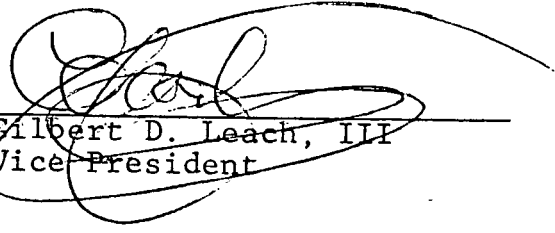
All other terms and conditions remain unchanged.

This amendment is to be attached to and become an integral part of the original letter of credit instrument.

Sincerely,

FIRST NATIONAL BANK OF FLORIDA

By:


Gilbert D. Leach, III
Vice President



Post Office Box 1810 · Tampa, Florida 33601 · Telephone: (813) 224-1111

September 7, 1984

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

Re: Our Clean Irrevocable Credit No. SB 1222
For: Whitfield Pines

Dear Commissioners:


By order of Kurt G. Gremley ("Developer"), we hereby open our Clean Irrevocable Credit No. SB 1222 in favor of Manatee County, Florida ("County"), in the amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00), effective as of the date this Credit is accepted and approved, and expiring at our office at the close of business on December 28, 1984.

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 Whitfield Pines ("Project") and to construct and install the Required Improvements as defined therein, as shown in the construction drawings for the Project which are on file with and 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 the 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 that the Developer has failed to complete the Required Improvements within the time period specified, and that such funds are required to exercise the County's right to complete the Required Improvements and to pay costs incidental thereto; The amount of any draft drawn under this Letter of Credit shall be endorsed on the reverse side hereof.

Sincerely,

FIRST NATIONAL BANK OF FLORIDA

By: 
Gilbert D. Leach, III
Vice President

ATTEST/WITNESS:


Wanda Strelow, Asst. Vice President

ACCEPTED IN OPEN SESSION 10/12/84
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

FOR: WHITFIELD PINES

REQUIRED IMPROVEMENTS AGREEMENT

Whereas, Kurt G. Gremley has made application to Manatee County, Florida for approval of a proposed subdivision or final site plan identified as Whitfield Pines; 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 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 at least 110% of that estimated cost; and

Whereas, the Developer herewith tenders to the County a Letter of Credit, Number SB 1222, dated 9/7/84 with First National Bank of Florida, in the amount of Sixty Thousand Dollars, \$60,000.00, expiring on the 28th day of December 1984.

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's 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 and save harmless the County against or from all claims, costs, expenses, damages, injury or loss, either direct or consequential, 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.

REQUIRED IMPROVEMENTS AGREEMENT

(b) In the event the Developer should fail or refuse to fulfill within the time specified its obligations under this Agreement, 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 County shall have the unqualified right to draw funds for the purpose of constructing and completing the Required Improvements, or causing the same to be done, and for paying costs incidental to the exercise of its rights hereunder, in such amounts as the County shall in its sole discretion determine, in accordance with the terms of that 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, as required, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

FOR: _____

SIGNED AND SEALED This 11th day of September, 1984.

BY: [Signature]

Address: 2508 Palma Sola Blvd
Bradenton, FL 33529

WITNESSES:

[Signature]
[Signature]

NOTARY ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 11th day of September, 1984, by Kurt G. Gremley Developer.

My Commission Expires: _____

[Signature]
Notary Seal

Approved in open Session October 16, 1984
Board of County Commissioners.

[Signature]
Edward W. Chance
Chairman

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

Approved and accepted for and on behalf of Manatee County, Florida,
this _____ day of _____

TITLE CERTIFICATION

SUBDIVISION NAME: WHITFIELD PINES

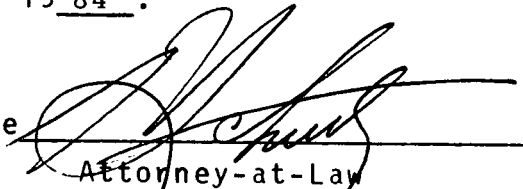
LEGAL DESCRIPTION:

Commence at the SE corner of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 35 South, Range 17 East, Manatee County, Florida; thence N 89°45'10" W, along the South Line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 25.00 feet to a Point on the West Right-of-Way Line of Persimmon Place (a 50.00 foot wide Right-of-Way) for a Point of Beginning; thence continue N 89°45'10"W, along said South line 282.85 feet; thence N 00°01'23" W, along the East Right-of-Way Line of Madona Place, 698.00 feet; thence S 89°45'10" E, 283.03 feet; thence S 00°00'30" E, along the West Right-of-Way line of Persimmon Place, 698.00 feet to the Point of Beginning.

I, ROBERT H. SCHULTZ, (the attorney-at-law or, abstractor, or title insurance company) hereby confirm that apparent record title to the land described above and shown on Whitfield Pines S/D is in the name of Kurt G. Gremley, the person(s) (or organization) executing the offer of dedication appearing on the above identified plat. All mortgagees not satisfied or released of record are as follows:

Mortgagees: First National Bank of Florida

WITNESS my hand and official seal at Manatee County, Florida, this 6 day of September, 1984.

Signature 
Attorney-at-Law

or
Signature _____
Abstractor

JOINDER IN AND RATIFICATION OF A SUBDIVISION
PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON

First National Bank of Florida the owner and holder of that certain mortgage recorded in Official Records Book 1084, Page 1315 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 Whitfield Pines and described as follows:

Commence at the SE corner of the E 1/2 of the NW 1/4 of the NE 1/4 of Section 25, Township 35 South, Range 17 East, Manatee County, Florida; thence N 89°45'10" W, along the South Line of said NW 1/4 of the NE 1/4, 25.00 feet to a Point on the West Right-of-Way Line of Persimmon Place (a 50.00 foot wide Right-of-Way) for a Point of Beginning; thence continue N 89°45'10"W, along said South line 282.85 feet; thence N 00°01'23" W, along the East Right-of-Way Line of Madona Place, 698.00 feet; thence S 89°45'10" E, 283.03 feet; thence S 00°00'30" E, along the West Right-of-Way line of Persimmon Place, 698.00 feet to the Point of Beginning.

984900
FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE CNTY., FLA
OCT 17 5 03 PM '84

For and in consideration of 10.00 and 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, alleys, walks, thoroughfares, parks and other open spaces, canals and drainage or other easements dedicated to or reserved for the public on said subdivision plat.

DATED, this the 5th day of September, 1984.

ATTEST:

Nancy L. Smith
Nancy L. Smith (Title)
Assistant Cashier
STATE OF FLORIDA
COUNTY OF MANATEE

First National Bank of Florida
By: *Norman J. Pinardi*
Norman J. Pinardi (Title)
Area Exec. Vice President

Before me, the undersigned authority this date personally appeared Norman J. Pinardi, Area Exec. Vicepresident and Nancy L. Smith, Assistant-Cashier of the above-named corporation to me known to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same as such officers for and on behalf of said corporation.

WITNESS, my hand and official seal in the County and State aforesaid, this the 5th day of September, 1984.

Dorothy Ann Hayes
Notary Public
My Commission Expires
Notary Public, State of Florida at Large
My Commission Expires April 6, 1988
OCT 17 1984

Prepared by:



MANATEE COUNTY GOVERNMENT

MEMORANDUM

TO: Laverne Hambacher, Board Records
FROM: Bruce J. Siciliano, Chief, Current Planning Division
DATE: September 13, 1984
SUBJECT: 84-S-11 (F) - WHITFIELD PINES

Enclosed please find a check in the amount of \$39.00 for recording of the above referenced subdivision.

BJS:rbk

Attachment

9/11/84 1407

KURT G. GREMLEY 04-78
PHONE 792-2741 / PHONE 792-0531
2508 PALMA SOLA BLVD.
BRADENTON, FL 33529 63-664/631

Pay to the order of Clerk of the Circuit Court \$ 39.00
Sixty nine and 00/100 Dollars

[Signature]

FIRST NATIONAL BANK OF FLORIDA INTER CITY SOUTH OFFICE BRADENTON, FLORIDA 33507 03

Memo

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