

MEMORANDUM



Public Works Department
Fiscal Services Division
1022 26th Ave. E.
Bradenton, FL 34285

MANATEE COUNTY FLORIDA

Phone: 941-708-7450
Fax: 941-708-7502
www.mymanatee.org

To: Vicki Tessemer, Board Records Manager, Clerk of the Circuit Court

Thru: Carmen Mosley, Fiscal Operations Division Manager *C. Mosley*

From: Jane Oliver, Bond Coordinator *Jane Oliver*

Date: January 30, 2013

Subject: **PROPERTY AT 8268 US 301 NORTH
IN CONJUNCTION WITH A UTILITY PARTICIATION AGREEMENT
B-13-001
ACCEPT AGREEMENT WARRANTING REQUIRED IMPROVEMENTS
ACCEPT CASHIER'S CHECK FOR DEFECT SECURITY**

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

NOTE: This agreement is a requirement of a Utility Participation Agreement accepted by the Board of County Commissioners.

- **Acceptance of**, and authorization for Chairman to execute the *Agreement Warranting Required Improvements* in the amount of \$2,440.00 securing a connection to the County's potable water distribution system for the benefit of the Project;
- **Acceptance of**, the Cashier's Check in conjunction with the above Agreement;
- **Cashier's Check No.** 23001068 issued through First Federal Bank of Florida;
- **Amount** of Defect Security \$2,440.00.

ACCEPTED IN OPEN SESSION February 12, 2013
BOARD OF COUNTY COMMISSIONERS

CM/jo

cc: Records Management
Sheila Ballesteros, General Accounting - Finance
Sia Mollanazar, P.E., Deputy Director - Engineering Services
Andy Fischer, Infrastructure Inspections Division Manager
Laura Goldberg, Trustee of The Parkway Land Trust #1

Attachments

**AGREEMENT AND
CASH BOND/CASHIER'S CHECK/CERTIFICATE OF DEPOSIT AS
DEFECT SECURITY WARRANTING REQUIRED IMPROVEMENTS**

WHEREAS, LAURA GOLDBERG, as Trustee of The Parkway Land Trust #1 (Developer) has constructed certain Required Improvements as a condition of approval of a Utility Participation Agreement for the property identified as 8268 US 301 NORTH (Project); and

WHEREAS, in connection with the Project the Developer has submitted "as built" construction drawings for the Required Improvements which are on file with and have been approved by Manatee County, Florida (County); and

WHEREAS, the Developer is requesting the County to accept for maintenance certain of these Required Improvements; and

WHEREAS, the Manatee County Land Development Code, Ordinance 90-01, requires that the Security identified below, which represents an amount equal to ten percent (10%) of the actual installation costs of the Required Improvements which the Developer is presently requesting the County to accept for maintenance, be executed prior to their acceptance by the County.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the developer herewith tenders unto the County a CASHIER'S CHECK (Type of Security) in the amount of TWO THOUSAND FOUR HUNDRED FORTY & 27/100 Dollars (Words) \$ 2,440.00 (Numbers), dated JANUARY 25, 2013, with or drawn on FIRST FEDERAL BANK OF FLORIDA (Financial Institution) (Security), payable to the order of Manatee County, Florida, to be held by the Clerk of the Circuit Court of the County, in escrow, for the specific benefit of the County in accordance with the conditions set forth herein.

CONDITIONS OF THE DEFECT SECURITY FOR THE BENEFIT OF THE COUNTY:

- a. This Security is posted for the purpose of correcting any construction, design or material defects or failures of or in those Required Improvements which the Developer is presently requesting the County to accept for maintenance (Defects), which appear within thirty-six (36) months from the date of the County's approval and acceptance of those Required Improvements as evidenced by the County's execution of this document.

- b. After identifying any such Defects, the County, after providing at least ten (10) days written notice to the Developer by certified mail, return receipt requested, may exercise its right to liquidate the Security for the purpose of correcting or causing the correction of the Defects and paying all costs thereof as provided herein. The costs for which the Security may be used shall include all costs of correcting the Defects, 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 Defects and correction thereof. Any portion of the Security not used by the County may be released to the Developer not sooner than thirty-eight (38) months following the County's approval and acceptance of the Required Improvements.

Alternatively, the Developer, with the concurrence and at the option of the County, may undertake to correct such Defects itself upon posting additional security acceptable to the County.

2. Developer warrants the Required Improvements to be free from defects, and agrees to indemnify and pay to the County the full cost of correcting any such Defects appearing within thirty-six (36) months of the date hereof without regard to the amount of this Security. Developer agrees to the use of the funds by the County as provided herein.

Agreement Warranting Req'd Impv

For: 8268 US 301 N.

SIGNED AND SEALED this 29th day of January, 20 13

WITNESSES:

Brent Dinkham

 Witness
Brent Dinkham

 Type or Print Name

[Signature]

 Witness
USA D. FRATINI

 Type or Print Name

**LAURA GOLDBERG, as Trustee
of The Parkway Land Trust #1**

Developer
 BY: [Signature]

 Signature
Laura Goldberg

 Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)
2215 58TH Avenue East

 Postal Address
Bradenton FL 34203

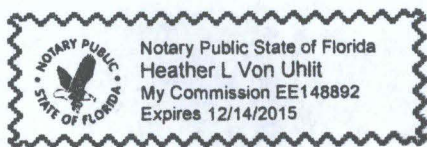
 City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
 COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 29th day of January, 20 13 by Laura Goldberg as Trustee, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]

 Notary Public
Heather L. Von Uhlit

 Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 12 day of February, 2013.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

BY: [Signature]

 Chairman

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



CASHIER'S CHECK

8307 Lockwood Ridge RD
Sarasota, FL 34243



63-8448/2631

23001068

DATE 01/25/2013

PAY TO THE ORDER OF

MANATEE COUNTY

\$ 2,440.27

\$2,440.27
DOLLAR TWO COMMA FOUR FOUR ZERO PERIOD TWO SEVEN

DOLLARS

Lisa Morrison
AUTHORIZED SIGNATURE

REMITTER PARRISH REALTY LLC

⑈ 2300 1068 ⑈ ⑆ 263 184488 ⑆ 0000 53523 ⑈ 065

CUSTOMER COPY

CASHIER'S CHECK

8307 Lockwood Ridge RD
Sarasota, FL 34243



63-8448/2631

23001068

DATE 01/25/2013

PAY TO THE ORDER OF

MANATEE COUNTY

\$ 2,440.27

COPY

\$2,440.27
DOLLAR TWO COMMA FOUR FOUR ZERO PERIOD TWO SEVEN

DOLLARS

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

REMITTER PARRISH REALTY LLC

COPY

COPY

MEMO

TO: Finance Department
FROM: Vicki Tessmer, Board Records Supervisor
RE: **Property at 8268 U.S. 301 North**
DATE: February 13, 2013



Please set up an account for **Property at 8268 U.S. 301 North**, Check Number 23001068, \$2,440;²⁷accepted by the Board of County Commissioners on February 12, 2013, in conjunction with a Utility Participation Agreement as defect security warranting completion of Required Improvements. Please email the account number to Quantana Acevedo. Supporting Material is attached.

Thank you for your assistance.

RBS/VT/qa
Attachments