

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 Tessmer, Board Records Manager, Clerk of the Circuit Court

Thru: Carmen Mosley, Fiscal Operations Division Manager

From: Jane Oliver, Bond Coordinator

Date: August 1, 2013

Subject: COLUMBUS LANDINGS
05-S-91 (F)

**RELEASE PRIVATE IMPROVEMENTS AGREEMENT
ACCEPT PRIVATE IMPROVEMENTS EXTENSION AGREEMENT**

APPROVED IN OPEN SESSION

AUG 13 2013

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

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

- **Authorization to release** the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvements* in the amount of \$13,276.70 securing landscape;

PLEASE DO NOT RELEASE THE CASHIER'S CHECK PREVIOUSLY PROVIDED. These funds will be used to secure the one (1) year extension for the required private improvements, (see below).

- **Acceptance of,** and authorization for Chairman to execute the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvements*. This Agreement is secured by a Cashier's Check previously accepted by the Board of County Commissioners;
 - **Cashier's Check No. 702183185** issued through M & I Bank;
 - **Extending Agreement to August 24, 2014**
 - **Amount of Performance Bond \$13,276.70.**

CM/mjo

cc: Records Management
Andy Fischer, Infrastructure Inspections Division Manager
John Garrity, Columbus Landings LLC

Attachment

(1 Yr. Ext.)

For: Columbus Landings
(Name of Project)
Landscaping

**REQUIRED IMPROVEMENTS AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT FOR PRIVATE IMPROVEMENTS**

(Required with a Cash Bond/Cashier's Check/Certificate of Deposit as security guaranteeing completion of Required Private Improvements)

WHEREAS, COLUMBUS LANDINGS, LLC (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **COLUMBUS LANDINGS** (Project), the legal description for which is more particularly described in Exhibit "A," already on file with the Clerk of the Circuit Court; and

WHEREAS, the Manatee County Land Development Code, Ordinance 90-01, 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.

WHEREAS, the developer has submitted a cost estimate certificate by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Security referred to below is in an amount which represents at least 200% of that estimated cost with a 3% administrative fee; and

WHEREAS, the Required Improvements shall be privately owned necessitating additional covenants and protections for the County and the public in the event that the Developer fails to complete the Required Improvements; and

WHEREAS, the Developer herewith tenders unto the County a CASHIER'S CHECK (Type of Security) in the amount of THIRTEEN THOUSAND TWO HUNDRED SEVENTY-SIX & 70/100 Dollars (words) (\$ 13,276.70) (numbers), dated MAY 14, 2008, with or drawn on M&I MARSHALL & IISLEY BANK (Financial Institution), 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 following: Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted by the County.

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) If the Developer should fail or refuse to complete, to the satisfaction of the County, all Required Improvements on or before the 24TH day of AUGUST (Month), 2014 (Year), in accordance with the construction drawings or any amendments thereto approved by the County, the County upon thirty (30) days written notice to the Developer, at the county's option, shall have the right to construct and complete or cause to be constructed the aforesaid Required Private Improvements.
 - (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 enter upon that portion of the Project property, as determined necessary by the County and take all actions required 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 construction 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 amount as the County shall in its sole discretion determine.
 - (b) The Developer, his successors and assigns, hereby grants a temporary easement over property in the Project as necessary to allow the County to complete the Required Improvements.
 - (c) Should it become necessary for the County to complete the Required Improvements, the Developer hereby appoints the County as its agent for the purposes of using the approvals granted for the required improvements.
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 for the life of the Project, without regard to the amount of the Security 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.

(Private Impv./Cash, etc.)

For: Columbus Landings
(Name of Project)

4. The Developer understands and agrees that in the event that the Required Improvements are not constructed or installed in the manner or time consistent with this Agreement, the County shall withhold further permits or approvals for the Project until the Required Improvements have been completed or adequate progress, as determined by the Board of County Commissioners, toward completion of the Required Improvements has been demonstrated.
5. Upon the County's completion of private improvements, the improvement shall be transferred to the Homeowner's Association or that entity set up in the deed restriction to be responsible for ongoing maintenance of the improvements. In no event shall public funds be used for the maintenance of private improvements, unless they are dedicated to and accepted by the County.

(Pvt Imp./Cash-Developer is Corp.)

For: Columbus Landings

SIGNED AND SEALED this 25th day of July, 2013

WITNESSES:

Witness
Marie E. Garrity
Type or Print Name
Marie E. Garrity
Witness

COLUMBUS LANDING, LLC
Developer
BY: John J. Garrity
Signature
John J. Garrity
Type or Print Name

Type or Print Name

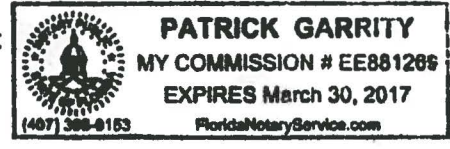
Title (If attorney-in-fact Attach Power of Attorney)
5311 52nd Avenue West
Postal Address
Bradenton FL 34210
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 25th day of July, 2013, by John Garrity, as _____, (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:



Patrick Garrity
Notary Public
Patrick Garrity
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 13 day of August, 2013.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: Larry Bustle
Chairman

ATTEST: By: Vicki Garrett Deputy Clerk
R. B. Shore, Clerk of the Circuit Court

