

# MEMORANDUM



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

## MANATEE COUNTY FLORIDA

Phone: 941-708-7450  
Fax: 941-708-7502  
[www.mymanatee.org](http://www.mymanatee.org)

**To:** Vicki Tessmer, Board Records Supervisor, Clerk of the Circuit Court

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

**From:** Jane Oliver, Bond Coordinator *Jane Oliver*

**Date:** September 24, 2013

**APPROVED IN OPEN SESSION**  
**BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY**

October 8, 2013

**Subject:** RIVER WILDERNESS, PHASE 3, SUBPHASE E, F & M  
PDR-98-17/06-S-80 (F)  
RELEASE PRIVATE IMPROVEMENTS AGREEMENT  
ACCEPT PRIVATE IMPROVEMENTS EXTENSION AGREEMENT  
ACCEPT LETTER OF CREDIT AMENDMENT

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 *Required Improvements Agreement and Temporary Construction Easement for Private Improvements* in the amount of \$698,539.82 securing replacement trees;

**PLEASE DO NOT RELEASE LETTER OF CREDIT NO. 2007-010.** This Letter will be used to secure the one (1) year extension for required private improvements, (see below).

- **Acceptance of** and authorization for Chairman to execute the *Required Improvements Agreement and Temporary Construction Easement for Private Improvements*. **This Agreement will be for a one (1) year extension, secured by a Letter of Credit previously accepted by the Board of County Commissioners.**
- **Acceptance of**, the Amendment in conjunction with the above agreement;

Vicki Tessmer – River Wilderness, Ph 3, Subph E, F & M  
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- **Letter of Credit No 2007-010**, Amendment dated September 11, 2013 issued through Florida Community Bank.;
- **Address Presentation Change** – To reflect Florida Community Bank who acquired Peninsula Bank;
- **Automatic Renewal Letter of Credit unless 30 day notification of non renewal;**
- **Amount of Performance Bond \$698,539.82.**

CM/jo

cc: Records Management  
Andy Fischer, Infrastructure Inspections Div Mgr., Public Works  
Roy Premer, Rive Isle Asc., Inc.  
Florida Community Bank

Attachments

For: River Wilderness, Ph III, Subph E, F & M  
(Name of Project)  
Tree Replacement

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

(Required with a Letter of Credit as security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, RIVE ISLE ASSOCIATES LLC (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as RIVER WILDERNESS, PHASE III, SUBPHASE E, F, & M (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; and

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 Letter of Credit 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 to the County a Letter of Credit, Number 2007-010, dated MARCH 30, 2007 and AMENDMENT dated FEBRUARY 4, 2008 with an AUTOMATIC RENEWAL CLAUSE with FLORIDA COMMUNITY BANK (f/k/a PENINSULA BANK) (Financial Institution), in the amount of SIX HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED THIRTY NINE & 82/100 Dollars (words), \$698,539.82 (Numbers), WITH AN AUTOMATICALLY EXTENDED CLAUSE WITHOUT FURTHER AMENDMENT UNLESS NOTIFIED THIRTY (30) DAYS IN ADVANCE OF CANCELLATION.

NOW, THEREFORE, KNOW ALL MEN

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 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.
  - (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, in accordance with the terms of the Letter of Credit.

- (c) 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.
  - (d) 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 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.
  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. Impv. Agreement)

For: River Wilderness, Ph III, Subph E, F & M

SIGNED AND SEALED this 16<sup>th</sup> day of September, 2013

**WITNESSES**

[Signature]  
 Witness  
ELIZABETH PEREZ  
 Type or Print Name  
Leslee Johns  
 Witness  
LESLEE JOHNS  
 Type or Print Name

Rive Isle Associates LL  
 Developer  
 BY: [Signature]  
 Signature  
Roy A. Premer  
 Type or Print Name  
Chief Financial Officer  
 Title

(If attorney-in-fact Attach Power of Attorney)

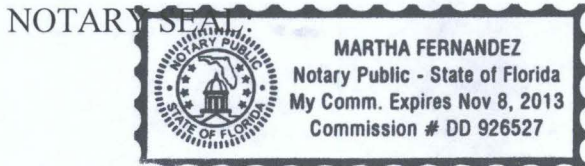
2600 Douglas Rd, #505  
 Postal Address  
Coral Gables, FL 33134  
 City State Zip

OR CORPORATE SEAL:

**NOTARY ACKNOWLEDGMENT**

STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of Sept. 2013  
 by Roy Premer, as C.F.O, (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.



[Signature]  
 Notary Public  
 Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 8 day  
 of October, 2013.

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

BY: [Signature]  
 Chairman

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





**DATE:** September 11, 2013

**LETTER OF CREDIT REFERENCE:** 2007-010

**BENEFICIARY:**

Board of County Commissioners  
Manatee County, Florida  
Bradenton, FL 34205

Attn: Jane Oliver, Bond Coordinator  
MANATEE COUNTY PUBLIC WORKS DEPT.  
FISCAL SERVICES DIVISION  
1022 26TH AVENUE EAST  
BRADENTON, FL 34208

**FOR ACCOUNT OF:**

Rive Isle Associates, Ltd.  
f/k/a River Wilderness Associates Ltd.

**Re:** River Wilderness Phase III, Subphase E, F and M PDR-98-17/FSP-05-73 (R)

**GENTLEMEN:**

**THIS LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:**

**PLACE OF PRESENTATION NOW TO READ:**

FLORIDA COMMUNITY BANK, N.A.  
2500 Weston Road, Suite 300, Weston, FL 33331  
Attn: Trade Finance Services

**EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**THIS AMENDMENT IS AN INTEGRAL PART OF THE ORIGINAL CREDIT INSTRUMENT AND MUST BE ATTACHED THERETO.**



IF WE CAN BE OF SERVICE, THE FOLLOWING IS THE CONTACT INFORMATION FOR OUR TRADE FINANCE SERVICES DEPARTMENT LOCATED AT:  
FLORIDA COMMUNITY BANK, N.A., 2500 WESTON ROAD, SUITE 300, WESTON, FL 33331  
PHONE (954) 984-3359 FAX: (954) 333-3870 EMAIL: [TRADESERVICES@FCB1923.COM](mailto:TRADESERVICES@FCB1923.COM)

**FLORIDA COMMUNITY BANK, N.A.**

By: \_\_\_\_\_

Irene A. Marshall, Senior Vice President  
Regional Commercial & Industrial Credit Director  
Southeast Region

Kindly sign attached copy confirming your acceptance of the above amendment and mail it back to us at our above address.

Authorized Signature

10/8/13

Date

ATTEST: R. B. SHORE  
CLERK OF CIRCUIT COURT  
BY:   
DEPUTY CLERK

