

RESOLUTION NO. 000938

PASSED May 13, 2002

A Resolution approving the final plat of "Gainesville Business and Technology Park", located in the vicinity of NW 46th Road and NW 5th Boulevard; authorizing the Mayor and Clerk of the Commission to execute a Tri-Party Agreement for the construction of improvements; and providing an immediate effective date.

WHEREAS, the Development Review Board approved the design plat of "Gainesville Business and Technology Park" on January 11, 2001; and

WHEREAS, the owner of the plat has submitted a final plat which substantially conforms to the final plat as approved by the City Commission on February 12, 2001 and which incorporates all modifications and revisions specified in such approval; and

WHEREAS, the owner of the proposed subdivision has requested the City Commission to accept and approve the final plat as provided in Chapter 177 of the Florida Statutes and Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida; and

WHEREAS, the City Commission finds that the final plat described herein is consistent with the City of Gainesville 2000-2010 Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA;

Section 1. The final plat of "Gainesville Business and Technology Park" is accepted and approved by the City Commission on the following described property lying in the City of Gainesville, Alachua County, Florida:

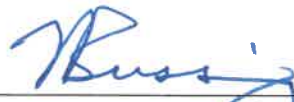
(See Exhibit "A" attached hereto and made a part hereof as if set forth in full)

Section 2. The Mayor and Clerk of the Commission are authorized to execute a Tri-Party Agreement with a lending institution and the subdivider which secures the construction and completion of the improvements required under the ordinances of the City of City of Gainesville, a copy of which agreement is attached hereto as Exhibit "B".

Section 3. The Clerk of the Commission is authorized and directed to affix his signature to the record plat on behalf of the City Commission and accept the dedication of public rights-of-way, easements, and other dedicated portions as shown on the plat.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of May, 2002.



Thomas D. Bussing, Mayor

ATTEST:



Kurt Lannon,
Clerk of the Commission

APPROVED AS TO FORM AND LEGALITY:



Marion J. Radson, City Attorney

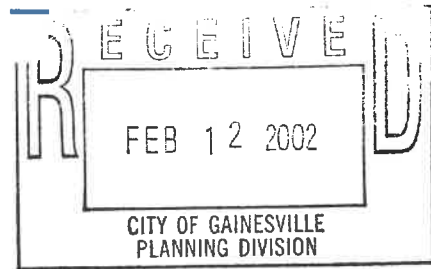
MAY 14 2002

— EXHIBIT "A" —

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 20, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE RUN SOUTH 02 DEG. 34 MIN. 46 SEC. EAST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1114.95 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT-OF-WAY; THENCE RUN SOUTH 47 DEG. 55 MIN. 00 SEC. EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1721.24 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN NORTH 42 DEG. 04 MIN. 22 SEC. EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 42 DEG. 04 MIN. 22 SEC. EAST, A DISTANCE OF 983.70 FEET; THENCE RUN SOUTH 47 DEG. 55 MIN. 00 SEC. EAST, A DISTANCE OF 299.05 FEET; THENCE RUN SOUTH 42 DEG. 04 MIN. 22 SEC. WEST, A DISTANCE OF 343.56 FEET; THENCE RUN NORTH 47 DEG. 55 MIN. 00 SEC. WEST, A DISTANCE OF 250.00 FEET; THENCE RUN SOUTH 42 DEG. 04 MIN. 22 SEC. WEST, A DISTANCE OF 200.00 FEET; THENCE RUN SOUTH 47 DEG. 55 MIN. 00 SEC. EAST, A DISTANCE OF 650.91 FEET; THENCE RUN NORTH 42 DEG. 04 MIN. 22 SEC. EAST, A DISTANCE OF 543.56 FEET; THENCE RUN SOUTH 47 DEG. 55 MIN. 00 SEC. EAST, A DISTANCE OF 589.64 FEET; THENCE RUN SOUTH 42 DEG. 05 MIN. 00 SEC. WEST, A DISTANCE OF 1013.70 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF THE ATLANTIC COAST LINE RAILROAD; THENCE RUN NORTH 47 DEG. 55 MIN. 00 SEC. WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 534.60 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN NORTH 42 DEG. 06 MIN. 42 SEC. WEST, A DISTANCE OF 219.85 FEET; THENCE RUN NORTH 47 DEG. 54 MIN. 14 SEC. WEST, A DISTANCE OF 699.90 FEET; THENCE RUN SOUTH 42 DEG. 04 MIN. 41 SEC. WEST, A DISTANCE OF 190.09 FEET; THENCE RUN NORTH 47 DEG. 51 MIN. 32 SEC. WEST, A DISTANCE OF 55.04 FEET TO THE POINT OF BEGINNING.
CONTAINING 20.287 ACRES, MORE OR LESS.



AGREEMENT

^{13th}
~~February~~ THIS TRI-PARTY AGREEMENT (this "Agreement") is entered into this ~~11th~~ day of ^{MAY} February, 2002, by and among FIRST UNION NATIONAL BANK, INC. ("Lender"), SANS SOUCI DEVELOPMENT AND CONSTRUCTION CO., INC. ("Developer") and WATSON CONSTRUCTION CO. INC. ("Contractor") for the purposes set forth herein and for the benefit of the City OF GAINESVILLE, FLORIDA (the "City").

RECITALS

A. Developer intends to develop a commercial subdivision to be know as Gainesville Business and Technology Park and to record a plat of the same on the real property described on attached Exhibit "A".(the "Park").

B. Developer has contracted with the Contractor to install the streets, necessary drainage water, sewer and other improvements (the "Improvements") required under applicable law and ordinances of the City pursuant to a contract between Developer and Contractor a copy of which is attached hereto as Exhibit "B". (the "Contract").

C. The roadways in the Park will remain private roadways but the applicable ordinances of the City, as a condition of the acceptance of the plat of the Park for recording, require that assurances be given before the Park is platted that the Improvements will be completed within a reasonable time to the standards required by the City irrespective of the fact the roadways will remain private and will together with the other components of the Improvements be the responsibility of the Developer after completion for maintenance and repair until accepted by the City.

D. Lender has made a loan to the Developer for the purpose of paying the cost of the Improvements and has agree to join in this Agreement for the purpose of assuring the City funds will be available for completion of the Improvements in the event the Developer or the Contractor fail to complete the same.

E. The parties hereto now desire to reduce their understanding and agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made by the parties hereto, it is agreed as follows:

1. The parties hereto agree to the truth of the recitals set forth herein and to their incorporation herein by reference.
2. Lender from the loan proceeds made available to the Developer for construction of the Improvements hereby sets aside for this purpose, the sum of \$522,000.00 which is 120% of the amount set forth in the Contract and which will be used exclusively

for construction of the Improvements and may not be used for any other purpose until such Improvements are in place and accepted by the City. Disbursement of the funds during the course of construction will be made on certification by James Meehan, P.E., a private engineer acting for the account of the Developer, as to the value of work then completed, and then, acceptance by the City of such certification, or, a separate certification by the City. The Lender shall then advance to the Developer for payment to the Contractor the sum agreed by the private engineer and the City, each progress payment to be charged a ten percent (10%) retainage, to be paid with the final payment on completion and so certified to by the City of the Improvements.

Should the Contractor default in performance under this Contract, the Developer agrees to proceed promptly to engage a new contractor within thirty (30) days to complete these Improvements. The selection of the new contractor will be subject to approval by the Lender and by the City which approval will not be unreasonably withheld. Should the Developer not proceed to relet the contract within such time period on a default by the present Contractor, the Lender and/or the City shall be entitled to complete the Improvements so that the City will accept the Improvements, and use for the purpose of paying for such completion, the balance remaining of the loan funds attributable to the Contract and if such amounts are not sufficient, the Lender shall advance additional monies up to (10%) of the original fund for a maximum total of \$565,500.00 if so, and shall have the option to advance any additional monies that may be required, all of which advances have been secured by the Developer to the Lender.

This completion may be by the Lender and another contractor, or by the City, directly whichever shall be determined by the Lender and the City to be most appropriate for an early completion of the Improvements and final acceptance by the City.

The Developer and the Contractor agree to prosecute the construction of the Improvements in a reasonably diligent manner to assure completion within 150 days from recording of the plat. Should the Developer be required to engage a new contractor as a result of the default by the Contractor, the time for completion will be extended for a period not to exceed ninety (90) additional days. If in the judgment of the City, the progress of construction is falling behind schedule, the City will so advise the Developer who shall then be bound to take corrective measures. The Lender shall likewise be advised and may thereupon withhold further disbursements of progress payment until a resolution of the problem acceptable to the City may be obtained. The obligation of Lender hereunder shall cease on the earlier of one (1) year from the date of completion as set forth in the Contract or such date as all the Improvements have been completed and so certified to by the City.

Should the City have to take over and complete or have completed the Improvements required by City ordinances, then the obligation of the Lender to pay a sum equal to the cost of such Improvements to the City (in accordance with the terms and conditions of the agreement) or make such sum available that shall exist independent of and regardless of whether or not the Developer may be in default on its agreement with the Lender.

THIS AGREEMENT signed at Gainesville, Florida, this 11th day of Feb., 2002.

Signed and sealed in the
presence of:

James D. Salter

James D. Salter

As to Lender

James D. Salter

James D. Salter

As to Developer

James D. Salter

James D. Salter

As to Contractor

Lender:

FIRST UNION NATIONAL BANK

By: [Signature]

As Its: Vice President

Developer:

**SANS SOUCI DEVELOPMENT AND
CONSTRUCTION CO., INC.**

By: [Signature]

As Its: President

Contractor:

WATSON CONSTRUCTION CO., INC.

By: [Signature]

As Its: SECRETARY

CITY OF GAINESVILLE, FLORIDA

By: _____

As to City

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CONTAINING 20.287 ACRES, MORE OR LESS.

Contract

THIS CONTRACT is made and entered into this 11th day of February, 2002, effective and only effective if and when the City accepts the plat for recording, by and between Watson Construction Co. Inc., Contractor, of the City of Gainesville, County of Alachua, State of Florida, and Sans Souci Construction and Development, Inc., Owner.

WITNESSETH: That, In consideration of the covenants and agreements hereinafter contained on the part of the Owner, the Contractor does agree as follows:

To perform sitework in accordance with plans by James Meehan, P.E. per Attachment A - * document list, for Gainesville Business and Technology park and in accordance with Watson Construction Company, Inc. To perform all work per proposal in Attachment B. Conduits, and sleeves for irrigation, gas, phone and electric not shown on the plans are not a part of this contract. Removal and disposal of any hazardous material is excluded. Any excess dirt generated to achieve design grades shall be left on site or disposed of by contractor at owner's timely directions. Underbrush/Clearing for stockpile areas shall be done at unit prices per Attachment C.

IN CONSIDERATION THEREOF, the Owner agrees to pay the Contractor, the lump sum of Four Hundred Thirty Five Thousand Dollars (\$ 435,000) in the following manner, to wit:

Owner shall make progress payments for work completed to the contractor as approved by owner. Each payment will be charged ten percent (10%) retainage to be credited to the final payment on completion.

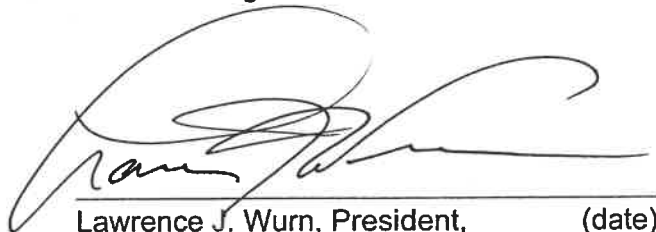
Contractor shall submit for payment by the 25th of each month to the owner and the owner shall make payment to the contractor not later than the 10th of the following month. Payments past due shall bear interest from the date the payment is due at a rate of 1.5% per month to be paid by the owner to the contractor.

The work to be performed by the Contractor shall be commenced within 30 days from execution of this Contract and completed within 150 days therefrom.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and seals on the day above written, and for themselves, their heirs, administrators and assignees, do hereby agree to do the full performance of the covenants and agreements as herein above set forth.

Witnesseth:





Lawrence J. Wurn, President, (date)
Sans Souci Development and Construction
Co., Inc.

Witnesseth:





Larry Watson, President (date)
Watson Construction, Inc.

*Construction Plans



WATSON CONSTRUCTION Co., Inc.

6322 N.W. 18th Drive • Gainesville, FL 32653 • 352/378-9157 • FAX 352/378-1499 • License #CGC A11972

Larry Cheshire
Southern Equity Investment
FAX: (352) 375-4473

Jan. 29, 2002

RE: Gainesville Business & Technology Park

Watson Construction Co., Inc. hereby proposes to perform the following items of work on the above referenced project in accordance with plans by James Meehan, received at our office on Oct. 4, 2001 for the sum set forth below:

1. Survey & layout of our work, performed by a professional land surveying firm
2. Testing of our work
3. Clearing
4. Silt fence
5. Dewatering for our work as necessary
6. Earthwork-any excess dirt to be left on property
7. Clay wall at basin and clay liner along outfall ditch per plan
8. Curbs
9. Asphalt pavement
10. Concrete apron and asphalt pavement for lift station per GRU plan
11. Storm drainage
12. Sanitary sewer including lift station and force main(assume GRU taps existing force main)
13. Water
14. Cutting and patching for force main and water main
15. Sod basin slopes per detail, sod lift station site. Seed remaining disturbed areas.

TOTAL BASE BID: \$435,000

EXCLUSIONS: Overexcavation and backfill of unsuitable material, sidewalks, conduits, GRU tap & connection charges, permits, fencing at lift station.

- NOTES:
1. If insufficient suitable soil is not available from site cuts for structural fills or utility trench backfill, Watson Construction shall receive additional compensation to import suitable fill.
 2. Trash removal and additional underbrush clearing to be performed on a unit price basis

If you have any questions, please contact me at (352) 378-9157.

Sincerely,

Thierry J. Mingione
Estimator

ATTACHMENT B TO CONTRACT

Attachment C

Unit Prices for Gainesville Business and Technology Park

Hydra Axe Mower	\$175.00/hour
Track Excavator	\$110.00/hour
Loader	\$75.00/hour
Dozer	\$85.00/hour
Laborer (each) for Trash Pickup	\$15.00/hour
Dumpster - To be dumped at Leveda Brown Transfer Station	\$150.00/per pull plus county tipping fee