

RESOLUTION NO. _____

PASSED _____

A Resolution approving the final plat of "Blues Creek Unit-6H", located in the vicinity of N.W. 80th Road between N.W. 47th Way and N.W. 49th Way; authorizing the Mayor and Clerk of the Commission to execute a Four-Party Agreement to secure the construction of improvements; and providing an immediate effective date.

WHEREAS, the Development Review Board approved the design plat of "Blues Creek Unit 6-H" on May 9, 2002; and

WHEREAS, the owner of the plat has submitted a final plat which substantially conforms to the design plat as approved by the City Commission on June 24, 2002, 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 "Blues Creek Unit-6H" 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 Four-Party Agreement with a lending institution that 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 _____ day of _____, 2003.

Thomas D. Bussing, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Kurt Lannon,
Clerk of the Commission

Marion J. Radson, City Attorney

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AGREEMENT

THIS TRI-PARTY AGREEMENT (this "Agreement") is entered into this 30th day of April 2003 by and among CNB National ("Lender"), Blues Creek Ltd ("Developer") and WCC Site Development 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 residential subdivision to be known as Blues Creek Unit 6H and to record a plat of the same on the real property described on attached Exhibit "A". (the "Subdivision")
- 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. As a condition of the acceptance of the plat of the Subdivision for recording, require that assurances be given before the Subdivision is platted that the improvements will be completed within a reasonable time to the standards required by the City 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 agreed 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.

EXHIBIT "B"

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 \$199,800.00 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

This agreement executed at Gainesville, Florida, this 2 day of May, 2023

WITNESSES:

Patricia G. Hooper

LENDER NAME

BY: Robert E. Cameron
As Its "Lender"

Jacquelyn Bechtel
As to Lender

CONTRACTOR NAME

Patricia G. Hooper

BY: W. Hoff
As Its "Contractor"

Jacquelyn Bechtel
As to Contractor

DEVELOPER NAME

Patricia G. Hooper

BY: Larry Ross
As Its "Developer"

Jacquelyn Bechtel
As to Developer

CITY OF GAINESVILLE

BY: _____
Its Mayor

As to City

BLUES

A PORTION OF A PLAN
TOWNSHIP 9 SOUTH

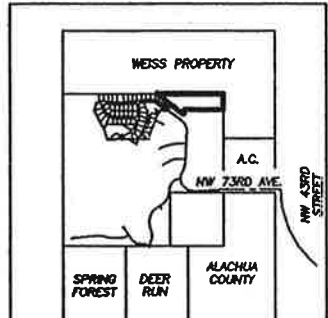
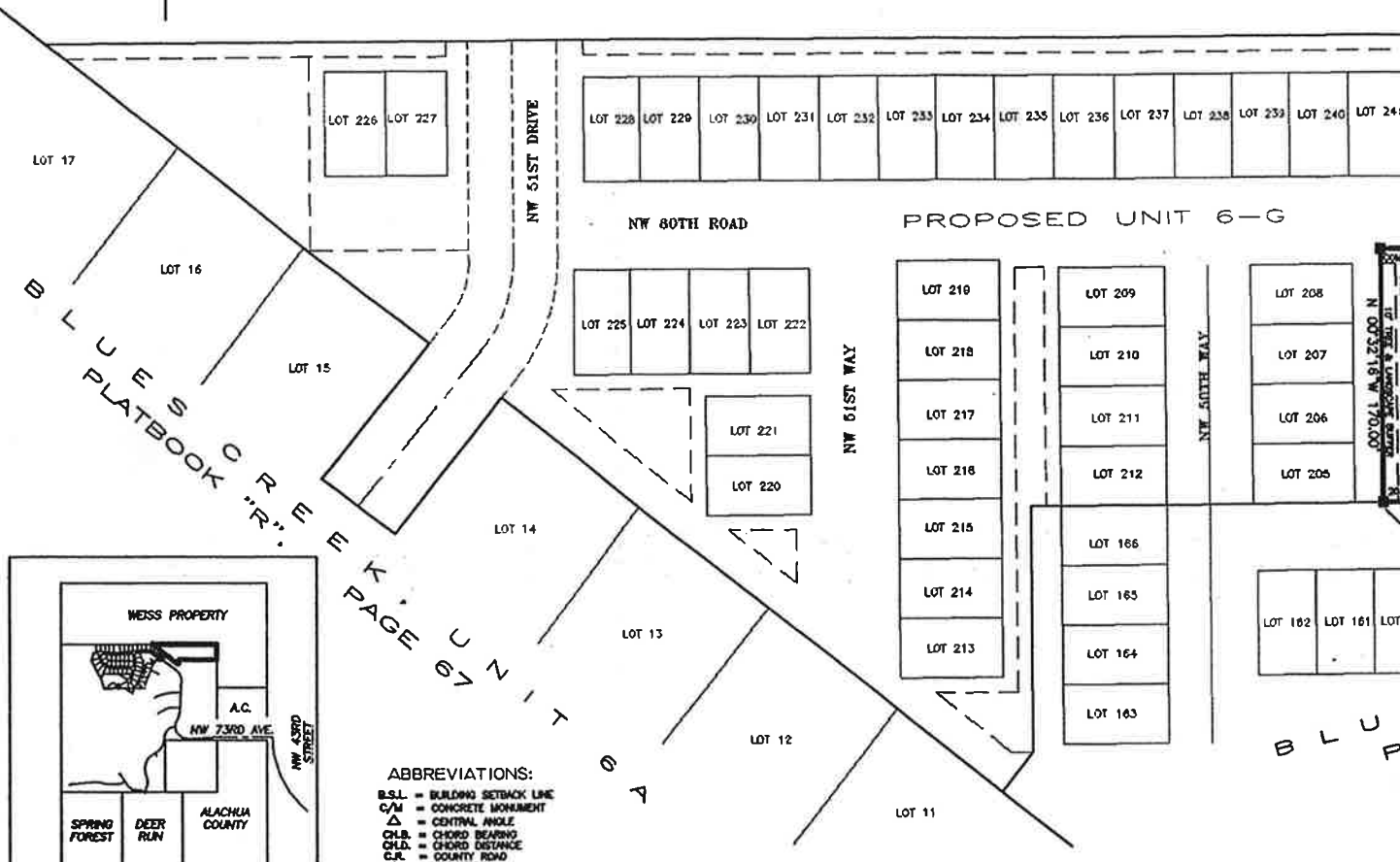
LEGAL DESCRIPTION (BLUES CREEK UNIT 6-H):
A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF "BLUES CREEK, UNIT 6F", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "22", AT PAGE 67 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #3784, THE FOLLOWING 2 (TWO) COURSES ARE ALONG THE NORTH BOUNDARY OF SAID "BLUES CREEK, UNIT 6F": THENCE SOUTH 89 DEG. 12 MIN. 05 SEC. WEST, FOR 90.00 FEET TO A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #3784; THENCE SOUTH 89 DEG. 27 MIN. 44 SEC. WEST, FOR 632.32 FEET TO A PLACED 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #5548; THENCE NORTH 00 DEG. 32 MIN. 16 SEC. WEST, FOR 170.00 FEET TO A PLACED 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #5548; THENCE NORTH 89 DEG. 27 MIN. 44 SEC. EAST, FOR 138.07 FEET TO A PLACED 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #5548; THENCE NORTH 00 DEG. 20 MIN. 54 SEC. WEST, FOR 143.52 FEET TO A PLACED 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #5548; THENCE NORTH 89 DEG. 39 MIN. 06 SEC. EAST, FOR 582.33 FEET TO A 5/8" IRON REBAR WITH AN IDENTIFICATION CAP PLS #2228, SAID POINT ALSO ON THE EAST LINE OF THE EAST QUARTER (1/4) OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 19 EAST; THENCE SOUTH 00 DEG. 48 MIN. 11 SEC. EAST ALONG THE SAID EAST LINE, FOR 311.18 FEET TO THE POINT OF BEGINNING.

NORTH

TAX PAR

UNPLATTE



- ABBREVIATIONS:**
- B.S.L. = BUILDING SETBACK LINE
 - C/M = CONCRETE MONUMENT
 - Δ = CENTRAL ANGLE
 - CH.B. = CHORD BEARING
 - CH.D. = CHORD DISTANCE
 - C.R. = COUNTY ROAD
 - ELEV. = ELEVATION
 - FIN.D. = FOUND
 - I.P. = IRON PIPE
 - I.D. = IDENTIFICATION
 - L. = ARC LENGTH
 - NOVD = NATIONAL GEODETIC VERTICAL DATUM
 - P.O.B. = POINT OF BEGINNING
 - P.U.E. = PUBLIC UTILITIES EASEMENT
 - P.C.P. = PERMANENT CONTROL POINT
 - R. = RADIUS
 - R/C = REBAR & CAP
 - R/W = RIGHT-OF-WAY
 - SECT. = SECTION
 - TYP. = TYPICAL

LOCATION MAP
(n.t.s.)

LEGEND:

- - DENOTES FOUND P.R.M. - 4"x4" CONCRETE MONUMENT (P.L.S. #3784)
- - DENOTES SET P.R.M. - 4"x4" CONCRETE MONUMENT (P.L.S. # 5548)
- - DENOTES FOUND 5/8" REBAR & CAP (AS SHOWN)
- ⊙ - DENOTES FOUND 3/4" IRON PIPE (IDENTIFICATION AS SHOWN)
- ⊖ - DENOTES SET P.C.P. NAIL & DISK (P.L.S. # 5548)
- ⊙ - DENOTES SET 5/8" IRON ROD & CAP (P.L.S. # 5548)

STATE PLANE COORDINATE NOTE:
STATE PLANE COORDINATES FLORIDA NORTH ZONE, MAD 1983
THE PLAT BEARINGS SHOWN HEREIN, ARE ROTATED +0°32'28"
FROM GRID BEARINGS ON THE ALACHUA COUNTY CONTROL, DENSIFICATION
AND IDENTIFICATION OF LAND CORNER PROJECT, DATED DEC., 1988.



FLOOD NOTE: (MAP DATED 9-28-1984)
ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER
120001-0275-A, THIS PROPERTY IS IN ZONE "C" WHICH IS
AN AREA OF MINIMAL FLOODING AS SCALED FROM SAID MAP.
THIS PLAT WILL USE THE EXISTING STORM WATER ROUTE
THROUGH THE EXISTING SYSTEM TO THE SOUTH.

SURVEYOR'S NOTES :

- MAXIMUM ERROR OF CLOSURE DOES NOT EXCEED 1/10,000.
- UNLESS OTHERWISE NOTED ON THIS PLAT, FINISHED FLOOR ELEVATIONS OF THE SEWERED PART OF A HOME, SHALL BE A MINIMUM OF 0.50 FEET ABOVE THE ROAD CENTERLINE ELEVATION AT THE MID-POINT OF THE LOT, WHERE NOT FEASIBLE, A BACKWATER VALVE SHALL BE INSTALLED AT THE SEWER SERVICE.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
- ALL LOTS WITHIN THIS DEVELOPMENT CONTAIN 22,800 SQUARE FEET EACH.
- ALL LOTS SHALL HAVE 0' BUILDING SETBACKS ON ALL SIDES.
- ALL PATIOS, DECKS AND/OR SCREENED ENCLOSURES MUST BE WITHIN THE BOUNDARY LINE OF THE LOTS SHOWN HEREON.
- BEARINGS SHOWN HEREON ARE BASED ON A PREVIOUS BOUNDARY SURVEY OF THIS PROPERTY DONE BY J.W. BROWN, INC. DARING # 12151-66 ON 8-7-88. (N 87°12'42"W FOR THE SOUTH LINE OF THIS PARCEL.)
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS OWNED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (F.S. 177.041(2)(b))
- THE MAINTENANCE OF THE COMMON AREAS & PUBLIC UTILITY EASEMENTS, SUCH AS MOWING AND PROPERTY MANAGEMENT ARE THE RESPONSIBILITY OF THE BLUES CREEK MASTER OWNERS ASSOCIATION, INC.
- LOT CORNERS AND P.C.P.'s WILL BE PLACED PRIOR TO EXPIRATION OF BOND.
- NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SURVEYED LAND DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THERE SHALL BE NO CONSTRUCTION WHATSOEVER, EXCEPT THAT WHICH IS SPECIFICALLY AUTHORIZED BY THE ENVIRONMENTAL RESOURCES PERMIT, WITHIN THE CONSERVATION AREAS DELINEATED ON THE PLAT OF BLUES CREEK, UNIT 6H, INCLUDING AND WITHOUT LIMITATION TO CLEARING, DREDGING, OR FILLING.
- THE TREES AND UNDERGROWTH WITHIN THE CONSERVATION EASEMENT AS SHOWN HEREON, SHALL NOT BE REMOVED EXCEPT AS NECESSARY TO REMOVE DISEASED OR DEAD TREES AND IT SHALL BE THE RESPONSIBILITY OF THE BLUES CREEK MASTER OWNERS ASSOCIATION, INC.