

RESOLUTION NO. \_\_\_\_\_

PASSED \_\_\_\_\_

**A Resolution approving the final plat of "Blues Creek Unit-6G", located in the vicinity of N.W. 80<sup>th</sup> Road between N.W. 50<sup>th</sup> Way and N.W. 51<sup>st</sup> Drive; 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-6G" 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-6G" 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

H:\Marion Radson\Planning\Blues Creek Final plat - Tri-Party.doc

EXHIBIT "A"

LEGAL DESCRIPTION (BLUES CREEK UNIT 6-C):  
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 REFERENCE, 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; THENCE SOUTH 89 DEG. 12 MIN. 05 SEC. WEST ALONG THE NORTH LINE OF SAID "BLUES CREEK, UNIT 6F", FOR 90.00 FEET TO A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #3784; THENCE CONTINUE ALONG SAID NORTH LINE 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; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89 DEG. 27 MIN. 44 SEC. WEST, FOR 90.00 FEET TO A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #3784; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89 DEG. 37 MIN. 35 SEC. WEST, FOR 150.00 FEET TO A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #3784; THENCE SOUTH 00 DEG. 22 MIN. 25 SEC. EAST, FOR 165.00 FEET TO A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #3784; THENCE SOUTH 52 DEG. 45 MIN. 15 SEC. WEST, FOR 34.36 FEET TO A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #3784; SAID POINT ALSO ON THE NORTHERLY LINE OF "BLUES CREEK, UNIT 6-A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 'R', PAGE 67 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 52 DEG. 04 MIN. 41 SEC. WEST ALONG SAID NORTHERLY LINE, FOR 431.08 FEET TO A 5/8" IRON REBAR WITH AN IDENTIFICATION CAP PLS #2228, SAID POINT OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 37 DEG. 52 MIN. 45 SEC. WEST, FOR 80.00 FEET TO A 5/8" IRON REBAR WITH AN IDENTIFICATION CAP PLS #2228, SAID POINT ALSO ON THE NORTHWEST CORNER OF LOT 14 OF SAID "BLUES CREEK, UNIT 6-A", THENCE SOUTH 37 DEG. 07 MIN. 45 SEC. WEST, FOR 115.00 FEET TO A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #2228; THENCE NORTH 52 DEG. 07 MIN. 45 SEC. WEST, FOR 80.00 FEET TO A 5/8" IRON REBAR WITH NO IDENTIFICATION CAP, SAID POINT ALSO ON THE EASTERLY LINE OF LOT 47 OF "BLUES CREEK, UNIT 4", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 'S', PAGE 3 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 37 DEG. 32 MIN. 45 SEC. EAST ALONG SAID EASTERLY LINE OF LOT 47, FOR 115.00 FEET TO A 5/8" IRON REBAR WITH AN IDENTIFICATION CAP PLS #3759, SAID POINT ALSO THE NORTHEAST CORNER OF SAID LOT 47; THENCE NORTH 52 DEG. 07 MIN. 15 SEC. WEST ALONG THE NORTHERLY LINE OF SAID "BLUES CREEK, UNIT 4", FOR 327.46 FEET TO A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #4788; THENCE SOUTH 89 DEG. 29 MIN. 06 SEC. WEST, FOR 1041.71 FEET TO A PLACED 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #5548; THENCE SOUTH 89 DEG. 27 MIN. 44 SEC. WEST, FOR 138.07 FEET TO A PLACED CONCRETE MONUMENT WITH A DISC STAMPED PRM PLS #5548; THENCE SOUTH 00 DEG. 32 MIN. 16 SEC. EAST, FOR 170.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6.32 ACRES, MORE OR LESS.

EXHIBIT "A"



## AGREEMENT

THIS TRI-PARTY AGREEMENT (this "Agreement") is entered into this 30<sup>th</sup> 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 6G 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"**

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 \$309,000.00 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 Alison A. Feltner 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 of the improvements and so certified to by the City.

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 \$309,000.00 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

so certified 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 executed at Gainesville, Florida, this 2 day of May, 2003

WITNESSES:

Percia G. Hunter

Jacquelyn Bechtel  
As to Lender

Percia G. Hunter

Jacquelyn Bechtel  
As to Contractor

Percia G. Hunter

Jacquelyn Bechtel  
As to Developer

LENDER NAME

BY: Robert E. Cameron  
As Its "Lender"

CONTRACTOR NAME

BY: W. Hoff  
As Its "Contractor"

DEVELOPER NAME

BY: Larry Ron  
As Its "Developer"

CITY OF GAINESVILLE

BY: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_

\_\_\_\_\_

As to City



LEGAL DESCRIPTION (BLUES CREEK UNIT 6-G):  
 A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY

FINAL PLAT- NOT FOR RECORDING

SHEET 1 OF 1

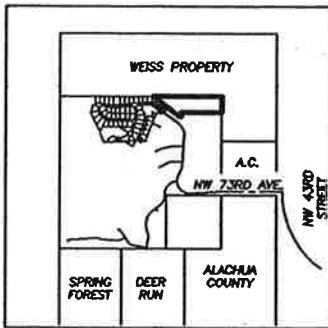
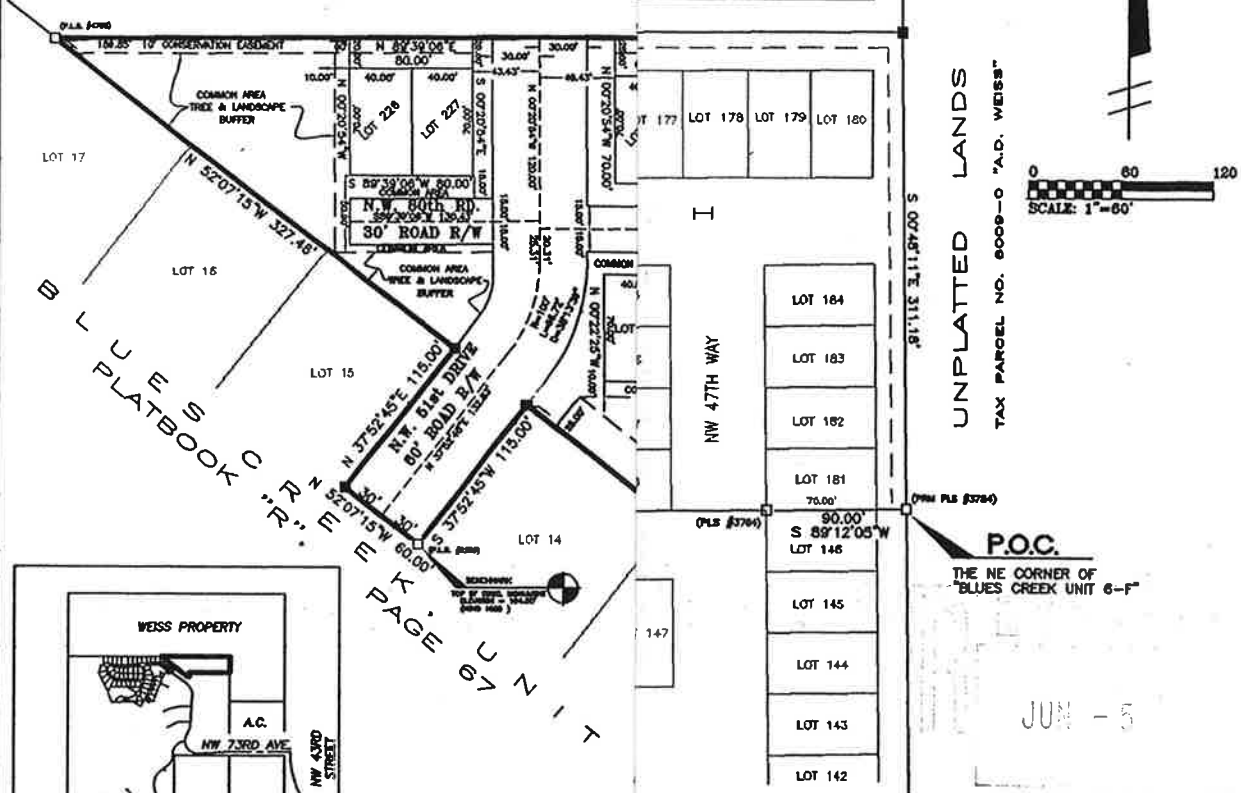
FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF "BLUES CREEK, UNIT 6F", RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING A 4"x4" CONCRETE MONUMENT WITH LINE OF SAID "BLUES CREEK, UNIT 6F", FOR 90.00 FEET TO A 4"x4" CONCRETE MONUMENT WITH A SEC. WEST, FOR 832.32 FEET TO A PLACED 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PER PLAN; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89 DEG. 27 MIN. 44 SEC. WEST, FOR 154 ALONG SAID NORTH LINE SOUTH 89 DEG. 27 MIN. 35 SEC. WEST, FOR 90.00 FEET TO A 4"x4" CON FOR 165.00 FEET TO A 4"x4" CONCRETE MONUMENT WITH A DISC STAMPED PER PLS #3784; THENCE STAMPED PER PLS #3784, SAID POINT ALSO ON THE NORTHERLY LINE OF "BLUES CREEK, UNIT 6-A" OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 52 DEG. 07 MIN. 15 SEC. WEST ALONG SAID NORTHERLY ALSO THE NORTHWEST CORNER OF LOT 14 OF SAID "BLUES CREEK, UNIT 6-A"; THENCE SOUTH 37 CONCRETE MONUMENT WITH A DISC STAMPED PER PLS #2228; THENCE NORTH 52 DEG. 07 MIN. 45 THE EASTERLY LINE OF LOT 47 OF "BLUES CREEK, UNIT 4", ACCORDING TO THE PLAT THEREOF, AS NORTH 37 DEG. 52 MIN. 46 SEC. EAST ALONG SAID EASTERLY LINE OF LOT 47, FOR 115.00 FEET 1 CORNER OF SAID LOT 47; THENCE NORTH 52 DEG. 07 MIN. 15 SEC. WEST ALONG THE NORTHERLY STAMPED PER PLS #4788; THENCE SOUTH 89 DEG. 39 MIN. 00 SEC. WEST, FOR 1041.71 FEET TO MIN. 54 SEC. EAST, FOR 143.52 FEET TO A PLACED CONCRETE MONUMENT WITH A DISC STAMPED P MONUMENT WITH A DISC STAMPED PER PLS #5548; THENCE SOUTH 00 DEG. 32 MIN. 16 SEC. EAST, BY:

6G

IN SECTION 10,  
 Y, FLORIDA.

NORTH

SURVEYORS LB #3586  
 SUITE 2  
 308 PH: (352)-331-3683



LOCATION MAP  
 ( n.t.s.)

- LEGEND:
- - DENOTES FOUND P.R.M. - 4" x 4" CONCRETE MONUMENT (P.L.S. #3784)
  - - DENOTES SET P.R.M. - 4" x 4" 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, HAD 1963  
 THE PLAT BEARING SHOWN HEREON, ARE ROTATED +91°36'29"  
 FROM GRID BEARINGS ON THE ALACHUA COUNTY CONTROL IDENTIFICATION  
 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.

APPROVAL BY THE CITY OF GAINESVILLE  
 WE THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE  
 REQUIREMENTS OF THE CITY OF GAINESVILLE AS FOLLOWS:

SURVEY REQUIREMENTS : AS TO CHAPTER 177.061(1) FLORIDA STATUTES.	PROFESSIONAL SURVEYOR & MAPPER	DATE
ENGINEERING REQUIREMENTS :	PUBLIC WORKS DIRECTOR	DATE
ACCEPTED BY THE CITY DEVELOPMENT REVIEW BOARD	COMMUNITY DEVELOPMENT DIRECTOR	DATE
LEGALITY OF DEDICATION	CITY ATTORNEY	DATE
ACCEPTED BY THE CITY COMMISSION	CLERK OF THE CITY COMMISSION	DATE
UTILITY REQUIREMENTS	UTILITY MANAGER	DATE
AS CONFORMING TO THE LAWS OF THE STATE OF FLORIDA AND ADAPTABILITY TO CITY PLANS.	CITY MANAGER	DATE
RECEIVED AND FILED FOR RECORD THIS _____ DAY OF _____, 20____		
CLERK OF THE CIRCUIT COURT	DEPUTY CLERK	

CERTIFICATE OF SURVEYOR :

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF  
 THE DESCRIBED LANDS AND SUBDIVISION THEREOF, AND THAT SAID LANDS  
 HAVE BEEN SURVEYED UNDER MY DIRECTION AND SUPERVISION, AND THAT  
 PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND PERMANENT CONTROL  
 POINTS WILL BE SET, AND THE SURVEY DATA CONFORMS WITH THE REQUIREMENTS  
 OF CHAPTER 177 OF THE FLORIDA STATUTES.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ALAM J. HAWKER  
 REGISTERED LAND SURVEYOR, FLORIDA CERT. NO. 6548

85SUB-02DB

JUN - 5

