

RESOLUTION NO. 000870

PASSED November 26, 2001

A Resolution approving the final plat of "New Gainesville, a Replat of a portion of Lot 49 to be known as "East Side Oaks", located in the vicinity of N.E. 21st Terrace and East University Avenue, north side, Gainesville, Florida; authorizing the Mayor and Clerk of the Commission to execute a Tri-Party Agreement; and providing an immediate effective date.

WHEREAS, the Development Review Board approved the design plat of "New Gainesville, a Replat of a portion of Lot 49 to be known as "East Side Oaks" on December 14, 2000, and

WHEREAS, the owner of the plat has submitted a final replat which substantially conforms to the design plat as approved by the City Commission on January 22, 2001 and the conditional final replat as approved by the City Commission 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 replat as provided in Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida; and

WHEREAS, the City Commission finds that the final replat described herein is consistent with the City of Gainesville 1991-2001 Comprehensive Plan.

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

Section 1. The final replat of "New Gainesville, a Replat of a portion of Lot 49 to be known as "East Side Oaks" 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 infrastructure 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 26 day of November, 2001.




Thomas D. Bussing, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Kurt Lannon,
Clerk of the Commission



Marion J. Radson, City Attorney
NOV 27 2001

LEGAL DESCRIPTION:

A PORTION OF LOT FORTY NINE (49) OF NEW GAINESVILLE, AS RECORDED IN PLAT BOOK "A", PAGE 66 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A 4.58 ACRE PARCEL OF LAND BEING A PORTION OF LOT 49, NEW GAINESVILLE, A SUBDIVISION AS RECORDED IN PLAT BOOK "A", PAGE 66 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. LYING IN SECTION 3, TOWNSHIP 10 SOUTH, RANGE 20 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 20 EAST; THENCE SOUTH 01 DEGREES 00 MINUTES 02 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 1980.00 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 3, NORTH 89 DEGREES 05 MINUTES 57 SECONDS EAST, A DISTANCE OF 2643.84 FEET TO THE NORTHWEST CORNER OF LOT 49, NEW GAINESVILLE, A SUBDIVISION AS RECORDED IN PLAT BOOK "A", PAGE 66 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 53 MINUTES 26 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 49, A DISTANCE OF 14.63 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF N.E. 3RD. AVENUE AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 03 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 330.48 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 49; THENCE SOUTH 00 DEGREES 52 MINUTES 36 SECONDS EAST, ALONG SAID EAST LINE OF LOT 49, A DISTANCE OF 609.61 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF UNIVERSITY AVENUE ALSO KNOWN AS STATE ROAD NO. 26 (100 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 89 DEGREES 00 MINUTES 46 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 125.38 FEET TO AN INTERSECTION WITH ADDITIONAL PROPERTY ACQUIRED FOR RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1036, PAGE 212 AND OFFICIAL RECORDS BOOK 1036, PAGE 220 OF SAID PUBLIC RECORDS;

THENCE NORTH 00 DEGREES 53 MINUTES 26 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 46 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 26 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1036, PAGE 212 AND OFFICIAL RECORDS BOOK 1036, PAGE 220, SOUTH 89 DEGREES 00 MINUTES 46 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF UNIVERSITY AVENUE ALSO KNOWN AS STATE ROAD NO. 26 (100 FOOT WIDE RIGHT OF WAY) A DISTANCE OF 144.95 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 49; THENCE NORTH 00 DEGREES 53 MINUTES 26 SECONDS WEST, ALONG SAID WEST LINE OF LOT 49, A DISTANCE OF 609.85 FEET TO THE POINT OF BEGINNING. CONTAINING 4.58 ACRES, MORE OR LESS.

AGREEMENT
- EAST SIDE OAKS-

FIRST NATIONAL BANK OF ALACHUA, hereinafter called the "Lender", has made a loan to **JLP CORPORATION**, a Florida Corporation hereinafter called the "Developer", which includes funds for the construction of subdivision improvements in a subdivision to be known as **EAST SIDE OAKS** in Alachua County, Florida.

Andrew Perry, Inc., hereinafter called the "Contractor" has contracted for a total contract price of \$40,000.00 to install the streets, necessary drainage and other improvements required under applicable law. These funds are included in the loan by the Lender to the Developer.

The applicable ordinances of the City of Gainesville, hereinafter called the "City", require that assurances be given before a subdivision is platted that the proposed improvements will be completed within a reasonable time to the standards required by the City engineer for acceptance and maintenance by the City after completion, and as a condition of the acceptance of the plat of this proposed subdivision for recording.

As a condition of the acceptance of the plat of this proposed subdivision for recording, the City has reviewed the Contract and the Contract price relating to these improvements to establish that such sum is sufficient for normally anticipated costs.

A fund of \$ 48,000.00 (120% of the Director of Public Works approved estimate of the cost of the improvement) is irrevocably set aside for construction of required subdivision improvements and may not be used for any other purpose until such improvements are in place and accepted by the City. Disbursement of the fund during the course of construction will be made on certification by a private engineer acting for the account of the Developer as to the value of the work then completed, and then, acceptance by the City Director of Public Works of such certification, or, a separate certification by the City Director of Public Works. The Lender shall then advance to the Developer for payment to the Contractor the sum as agreed by the private engineer and the City Director of Public Works, each progress payment to be charged to 10% retainage to be paid with the final payment on completion and acceptance by the City of the improvements.

Should the Contractor default in performance under this contract, the Developer agrees to engage another Contractor within 30 days to complete these improvements. The selection of the other Contractor will be subject to approval by the Lender and by the City. Should the Developer not proceed to relet the Contract within such time period of a default by the present Contractor, the Lender, and/or City shall be entitled to complete the improvements so that the City will accept permanent maintenance, and use for the purpose of paying for such completion, the balance remaining of the loan funds attributable to this Contract and if such amounts are not sufficient, the Lender shall advance additional monies up to 120% of the original contract if so required, and shall have the option to advance any additional monies that may be required, all of which advances will be secured by the lien of the mortgage 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 Developers and the Contractor agree to prosecute the construction of these improvements in a reasonably diligent manner to assure completion within 150 days from recording of the plat. If in the judgment of the City Director of Public Works, the progress of construction is falling behind schedule, he may so advise the Developer who shall then be bound to take corrective measure. 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 Director of Public Works may be obtained.

Should the City have to take over and complete or have completed the subdivision 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 or make such sum available shall exist independent of and regardless of whether or not the developer may be in default on its agreement or mortgage.

This Agreement executed at Gainesville, Florida, this _____ day of October 2001.

LENDER

FIRST NATIONAL BANK OF ALACHUA

[Signature]

By: *Don L. Davis*
Don L. Davis, Vice President

Kathy Brewington
As to Lender

CONTRACTOR

[Signature]
[Signature]
As to Contractor

By: *[Signature]*

DEVELOPER

JLP CORPORATION

Melody Renee Myers

By: *Harvey Fleiman*
Harvey Fleiman, President

10/3/01

As to Developer

MELODY RENEE MYERS
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. JULY 11, 2002
COMM. # CC 746830
Bonded By Old Republic Surety Company

CITY OF GAINESVILLE

By: _____

As to CITY

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- EAST SIDE OAKS-**

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This Agreement executed at Gainesville, Florida, this 28 ^{November}~~October~~ day of ~~October~~ 2001.

LENDER
FIRST NATIONAL BANK OF ALACHUA

[Signature]

By: *Don L. Davis*
Don L. Davis, Vice President

Kathy Bloomster
As to Lender

CONTRACTOR

[Signature]
[Signature]
As to Contractor

By: *[Signature]*

DEVELOPER
JLP CORPORATION

Melody Renee Myers
10/3/01
As to Developer

By: *Harvey Pleiman*
Harvey Pleiman, President

MELODY RENEE MYERS
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. JULY 11, 2002
COMM. # CC 746830
Bonded By Old Republic Surety Company

CITY OF GAINESVILLE

[Signature]

11/28/01
Thomas D. Bussing
As to CITY

By: *Thomas D. Bussing*
Thomas D. Bussing, Mayor

APPROVED AS TO FORM AND LEGALITY
BY: *[Signature]*
MARION J. RADSON, CITY ATTORNEY
CITY OF GAINESVILLE, FLORIDA

NOV 27 2001