

**RESOLUTION NO. 030956**

**PASSED October 11, 2004**

**A Resolution approving the final plat of "Meadows North", located generally in the vicinity of N.W. 28th Street and N.W. 26<sup>th</sup> Place; authorizing the Mayor and Clerk of the Commission to execute Surety Agreements to secure the construction of improvements; providing directions to the Clerk of the Commission; and providing an immediate effective date.**

**WHEREAS**, the Development Review Board approved the design plat of "Meadows North" on January 8, 2004; 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 February 23, 2004, 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 "Meadows North" 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 two Surety Agreements with a lending institution and developer that secures the construction and completion of the improvements required under the ordinances of the City of City of Gainesville, a copy of which agreements are attached hereto as Exhibit "B" and "C".

**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 easements, and other dedicated portions as shown on the plat.

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


**PASSED AND ADOPTED** this 12th day of October, 2004.

  
\_\_\_\_\_  
Pegeen Hanrahan, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kurt Larson,  
Clerk of the Commission

  
\_\_\_\_\_  
Marion J. Radson, City Attorney

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Description: (by surveyor) - Meadows North

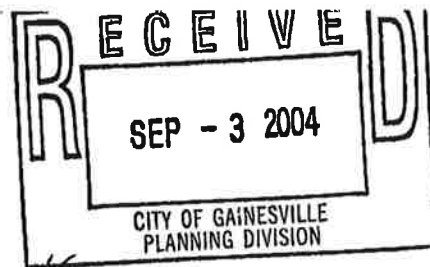
All of Lots 1, 2, 3 & 5, of a Minor Subdivision, recorded in Minor Subdivision Book 1, pages 67 and 68, of the public records of Alachua County, Florida; lying in Section 25, Township 9 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 25 and run thence North 89°47'36"West, along the South line of said Section, a distance of 2840.52 feet to the Southwest corner of Lot 4, said Minor Subdivision and the Point-of-Beginning of the herein described parcel; thence continue North 89°47'36"West, along said South line, a distance of 435.65 feet to the Southeast corner of Edgewood Hills, as recorded in plat book "H", page 1, of the public records of Alachua County, Florida; thence North 00°17'18"West, along the East line of said Edgewood Hills, and along the East line of an unrecorded subdivision as per Perry C. McGriff Map dated August 26, 1957, a distance of 1575.74 feet to the Southerly right-of-way line of N.W. 28th Place; thence South 43°00'00"East, along said right-of-way line, a distance of 201.93 feet to the South right-of-way line of said N.W. 28th Place; thence North 86°11'00"East, along said South right-of-way line, a distance of 300.57 feet to the Northeast corner of an ingress/egress easement recorded in O.R.B. 897, page 843, said public records; thence South 05°33'43"East, a distance of 463.13 feet to the Southeast corner of said Easement; thence North 89°41'26"East, a distance of 180.70 feet to the West line of Fox Grove, as recorded in plat book "K", page 29, said public records; thence South 00°18'32"East, along said West line, a distance of 500.71 feet to the Northeast corner of said Lot 4; thence North 89°20'51"West, a distance of 378.75 feet to the Northwest corner of said Lot 4; thence South 17°35'33"East, a distance of 517.46 feet to the said Point-of-Beginning.

Containing 16.534 Acres, more or less.

**EXHIBIT "A"**

## SURETY AGREEMENT



THIS SURETY AGREEMENT (this "Agreement") is entered into this 19 day of Aug, 2004, by and among COMPASS BANK, ("Lender"), ALBEMARLE DEVELOPMENT CORPORATION, a Florida corporation, ("Developer") and W.G. JOHNSON & SON, INC., Florida corporation, and ENTROPIC LANDSCAPE, INC., a Florida corporation, ("Contractor") for the purposes set forth 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 The Meadows North, a Subdivision ("Meadows North") 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 laws 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.
- 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 **\$265,653.00** 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 **Brown & Cullen Inc.**, a private engineering firm 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 payment to the Contractor the sum agreed by the private engineering firm and the City, with 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.

3. 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 \$292,218.30 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.
  
4. The 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.
  
5. 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 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.
  
6. 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 the regardless of whether or not the Developer may be in default on its agreement with the Lender.

THIS AGREEMENT signed at Gainesville, Florida, this 26th day of August, 2004.

Signed and sealed  
in the presence of:

Lender: COMPASS BANK

AS Agustin

By: Paul W. L.

As to Lender

As Its: SVP

Thomas C. Spain  
As to Developer

Thomas C. Spain  
As to Contractor

Thomas C. Spain  
As to Contractor

\_\_\_\_\_  
As to City

Developer: ALBEMARLE DEVELOPMENT CORPORATION, a Florida corporation

By: Thomas C. Spain, Pres.  
THOMAS C. SPAIN  
As Its: President

Contractor: W.G. JOHNSON & SON, INC., a Florida corporation

By: [Signature]  
As Its: President

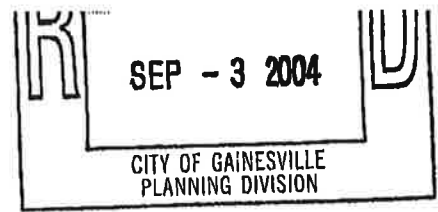
Contractor: ENTROPIC LANDSCAPE, INC. a Florida corporation

By: [Signature]  
Randall Smith, President

City of GAINESVILLE, FLORIDA

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

As Its: \_\_\_\_\_



**DEPOSIT AGREEMENT**

THIS DEPOSIT AGREEMENT (this "Agreement") is entered into this 19 day of Aug, 2004, by and among City of GAINESVILLE, FLORIDA, ("City"), ARTHUR L. DAY and DANA D. DAY, ("Developer") and W. G. JOHNSON & SON, INC., a Florida corporation, and ENTROPIC LANDSCAPE, INC., a Florida corporation, (collectively, "Contractor") for the purposes set forth and for the benefit of the City.

**RECITALS**

- A. Developer intends to develop a residential subdivision to be known as The Meadows North, a Subdivision ("Meadows North") 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 laws 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. In lieu of a surety bond required in section 30-186 of the Gainesville Code, Developer intends to place a cash deposit with the City in the same amount as required for a surety bond for the purpose of paying the cost of the Improvements to assure 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. Developer hereby deposits with the City's Director of Management and Budget for the construction of the Improvements, the sum of \$88,551.00 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 **Brown & Cullen Inc.**, a private engineering firm 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 City shall then advance to the Developer payment to the Contractor the sum agreed by the private engineering firm and the City, with 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.

Notwithstanding the above, at no time shall the balance of the cash deposit with the City be reduced to less than 30 percent of the estimated costs of the subdivision improvements until all the subdivision improvements are completed and so certified to by the City.

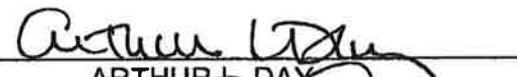

3. Should the Contractor default in performance under this Contract; the Developer agrees to proceed promptly to engage a new contractor within thirty (30) days to complete these Improvements. The selection of the new Contractor will be subject to approval by the Lender and by the City which approval 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 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.
4. The completion may be by another contractor, or by the City, directly whichever shall be determined by the Developer and the City to be most appropriate for an early completion of the Improvements and final acceptance by the City.
5. 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 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.
6. 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 the regardless of whether or not the Developer may be in default on its agreement with the Lender.

THIS AGREEMENT signed at Gainesville, Florida, this 19 day of my, 2004.

Signed and sealed  
in the presence of:

  
Victoria R. Goltz  
As to Developer

Developer:

  
ARTHUR L. DAY  
  
DANA D. DAY



*Dora Lee Bryan*

As to Contractor

Contractor: W.G. JOHNSON & SON, INC.,  
a Florida corporation

By: *[Signature]*

As Its: President

*Cynthia A. Starks*

As to Contractor

Contractor: ENTROPIC LANDSCAPE, INC.  
a Florida corporation

By: *[Signature]*

As Its: President

City of GAINESVILLE, FLORIDA

\_\_\_\_\_

As to City

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

As Its: \_\_\_\_\_