

09/28/2018

Creekwood Invest; Law Enforce Impact Fee Credits; CAO Matter No. 2018-0454

Kathleen:

Pursuant to the above Request for Legal Services you have asked this Office to review a Release to the above referenced agreement. I provide the following advice in response:

1. Attached is a marked draft of the Release reflecting my suggested changes, which are intended for clarification and consistency with County practices.
2. The Release is properly styled for approval by the Board, which is legally required under Florida law.
3. Please note that I have not reviewed the legal descriptions for the Release and the original agreement for accuracy, as such matters are beyond the scope of the RLS. I suggest you run them by the County Surveyor if there is any question as to accuracy.

Subject to the inclusion of my suggested changes and the resolution of any business issues identified by staff, I have no objection from a legal standpoint to the Release being scheduled for approval by the Board. I express no opinion as to the business judgment of approving the Release.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

William Clague, Assistant County Attorney  
Manatee County Attorney's Office  
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This Instrument Prepared By  
G. Joseph Harrison, Esquire  
DYE, HARRISON, KIRKLAND, PETRUFF,  
PRATT & ST. PAUL, PLLC  
1206 Manatee Avenue West  
Bradenton, Florida 34205

**PARTIAL RELEASE OF PROPERTY FROM  
IMPACT FEE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that the COUNTY OF MANATEE, a subdivision of the State of Florida, ("County"), the authorizing and approving party under that certain Creekwood Public Safety Pro Rata Share/Impact Fee Agreement ("Agreement") and WILMA SOUTHEAST, INC. ("~~Creekwood~~") the Developer party, which Agreement is dated April 9, 1991, and recorded in Official Records Book 1331, commencing at Page 2433, of the Public Records of Manatee County, Florida, given to approve and describe certain financial contributions as described therein, and the County has received partial payment of said financial obligations and that the County does hereby release the Property hereinafter described from the lien and operation of said Agreement:

Lot 3, CREEKWOOD WEST COMMERCIAL PHASE I, recorded in Plat Book 35, Pages 33 and 34, Public Records of Manatee County, Florida.

TOGETHER WITH those non-exclusive easements for private roads as shown on Plat recorded in Plat Book 35, Pages 33 and 34, Public Records of Manatee County, Florida.

and such Property is forever freed, exonerated and discharged of and from the lien of additional financial contributions due under the Agreement, and every part thereof; provided always, nevertheless, that nothing herein contained shall in anywise impair, alter, or diminish the effect, lien, financial obligation or requirements, or the encumbrance of the aforesaid Agreement on the remaining part of the real property described in said Agreement which is not hereby released therefrom, or any of the rights and remedies of the County thereunder.

IN WITNESS WHEREOF, Mortgagee has caused this Partial Release of Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

Witnesses:

"COUNTY"

Print Name: \_\_\_\_\_

COUNTY OF MANATEE, FLORIDA, by and through its Board of County Commissioners

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Chairman

political

Manatee County

with

with respect to the development of the hereinafter described property ("Property")

expressly

Replace w/ attached signature block per FS 125.411

**MANATEE COUNTY, a political  
subdivision of the State of Florida**

**By: its Board of County Commissioners**

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

Date: \_\_\_\_\_

**ATTEST: ANGELINA COLONESSO  
CLERK OF THE CIRCUIT  
COURT AND COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk