

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

17.1

SUBJECT	Maintenance Agreement for Right of Way Islands - River Club Boulevard	TYPE AGENDA ITEM	Consent
DATE REQUESTED	January 23, 2001	DATE SUBMITTED/REVISED	January 12, 2001
BRIEFINGS?/WHO?	None	CONSEQUENCES IF DEFERRED	None
DEPARTMENT/DIVISION	TRANSPORTATION/Administration	AUTHORIZED BY TITLE	LARRY R. MAU, P.E. <i>Larry R. Mau</i> DIRECTOR, TRANSPORTATION DEPARTMENT
CONTACT PERSON TELEPHONE/EXTENSION	Harry K. Mendenhall, P.E. 5036	PRESENTER/TITLE TELEPHONE/EXTENSION	Larry R. Mau, P.E., Director 5248
ADMINISTRATIVE APPROVAL <i>[Signature]</i>			

ACTION DESIRED
INDICATE WHETHER: ¹REPORT or ²DISCUSSION, ³FORM OF MOTION, or ⁴OTHER ACTION REQUIRED.

Authorization for the Chairman to execute the attached Maintenance Agreement for Right of Way Islands with the River Club Homeowners Association, Inc., for it to assume the maintenance responsibility for various landscaped islands located within the County's right of way for River Club Boulevard between SR 70 and Lakewood Ranch Boulevard.

ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy, etc.)

Florida Statutes, Chapter 125.01- County Government-Powers and Duties

BACKGROUND/DISCUSSION

• SEE ATTACHED SHEET

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right. (If "NO" proceed to 1) below, and if "YES" proceed to 2) below.

1) IF "NO" TO ABOVE, PLEASE EXPLAIN BELOW. (Include following section (B) or contract, agreement, memo, etc.)

Similar to previously reviewed and approved agreements currently in place except for location and description

2) IF "YES" TO FIRST QUESTION IN THIS SECTION,

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

N/A

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED, IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER MUST BE ATTACHED. (If comment was verbal, so indicate)

N/A

ATTACHED FILES (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS
1. Request letter from the River Club Homeowners Association	<p style="text-align: right;">APPROVED IN OPEN SESSION</p> <p style="text-align: center;"><i>per. H. K. Mendenhall</i> 1 original sent to his attention JAN 23 2001 BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA</p>
2. Maintenance Agreement with the River Club Homeowners Association	
3. LOCATION MAP	
COST	SOURCE (ACCT# & NAME)
None	MANATEE COUNTY, FLORIDA
COMMENTS	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)
All maintenance costs to be paid by the River Club Homeowners Assoc.	N/A

20

BACKGROUND/DISCUSSION:

- **The River Club Homeowners Association(HOA) has contacted Transportation Department staff on several occasions to negotiate an agreement with the County for the HOA to formally assume maintenance responsibility for the landscaped median islands in River Club Boulevard.**
- **The attached Maintenance Agreement for Right of Way Islands has been drafted using the agreement form used by the Planning Department for proposed new developments and modifying it for location and description of the existing landscaped areas.**

RECOMMENDATIONS:

- **Staff recommends favorable action**

RIVER CLUB HOMEOWNERS ASSOCIATION
9115 58th DRIVE EAST, SUITE A
BRADENTON, FLORIDA 34202
(941) 756-8441

RECEIVED

JUN 26 2000
XC
Manatee County
Transportation
GK

June 22, 2000

Mr. Larry R. Mau
P.O. Box 1000
Bradenton, FL 34206-1000



cc:
Harry

RE: Maintenance of Islands on River Club Blvd. South Entrance


Dear Mr. Mau,

I want to bring you up to date on the negotiations between River Club and Lakewood Ranch concerning the maintenance of the right-of-way island at the south end of River Club Blvd.

Yesterday, I met with Rex Jensen from Lakewood Ranch. Also attending the meeting were Mike Pascuzzi, Doug McLean and Warren Chernick, three Advisory Committee members from River Club. I expressed our desire to take over the maintenance of the area in question, as it is the entrance to our development and at the present time is not very attractive. We discussed the different aspects of the situation and the outcome was that Mr. Jensen said that he would recommend to his Board of Directors that we be allowed to beautify and maintain the area from Lakewood Ranch Blvd. to the beginning of our property. At this time, I am waiting to hear from Mr. Jensen regarding the outcome of the meeting with his Board. I will inform you as soon as Mr. Jensen relays that decision to me. ✓

Thank you for your concern and help with this matter.

Sincerely,



Paul Fleischer - C.A.M.
CounTreeWide Management Services, Inc.
For the Association
cc: Rex Jensen - Schroeder-Manatee Communities, Inc.
File

**MAINTENANCE AGREEMENT
FOR
RIGHT-OF-WAY ISLAND**

THIS AGREEMENT, by and between River Club Homeowners Association, Inc., hereinafter referred to as the "Association" and the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the River Club Subdivision hereinafter referred to as the "Project," is a planned development, residential community located in Manatee County, Florida, on the property described on Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, in connection with the development of the Project, the developer of the Project has constructed median island improvements on River Club Boulevard between SR 70 and Lakewood Ranch Boulevard, as shown on the Exhibit "B" drawing, attached hereto, and made a part hereof, and hereinafter referred to as the "medians," and upon one median will install and pay for an identification sign for the subdivision, landscaping, and associated lighting and irrigation features; and

WHEREAS, the County has agreed to allow the median landscaping to be constructed and improved by the developer of the Project, subject to issuance of a sign permit, only if the Association will execute and deliver this Agreement relating to the maintenance thereof and providing that the Association agrees to hold the County harmless therefrom, and the County and the Association desire to enter into this Agreement in order to memorialize their mutual understanding,

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Association and County hereby agree as follows:

1. Notwithstanding the acceptance of the dedication of River Club Boulevard, by County, it shall be and continue to be the sole obligation of the Association to maintain the subdivision identification sign, sign support structures, landscaping and associated lighting and irrigation features, hereinafter referred to as the "improvements," for so long as the Association desires to have such improvements remain upon the medians. In connection therewith, the Association shall maintain the improvements in a neat and attractive condition and good repair at its sole cost and expense.
2. The Association, understanding and agreeing that the rights and privileges granted in this Agreement are limited by the County's rights, title and interest in the land to be entered upon and used by the Association, will at all times, assume all risk of and indemnify, defend, and hold harmless the County of Manatee, its officials, its employees

Maintenance Agreement
Right-of-Way Island

and its agents from and against any loss, damage, cost, expense, claim, suit, or judgment arising in any manner on account of the exercise or attempted exercise by the Association of the aforesaid rights and privileges.

3. The Association declares that prior to executing this Agreement, the Association has ascertained the location of all known existing utilities, both aerial and underground. The construction and/or maintenance of an irrigation system and the other improvements shall not interfere with existing facilities and underground utilities.

4. By signing this Agreement, Larry D'Urso confirms that he is the President of the River Club Homeowners Association, Inc., and has the authority to bind the Association to the instructions and conditions stated herein.

5. The County may require, upon thirty (30) day written notice to the Association, that the Association perform maintenance, repair, relocation, or removal of the sign, sign structure, and any associated landscaping, irrigation, and lighting features. Upon receipt of written notice from the County that any part of the improvements may be in need of repair or replacement, the Association will cause same to be repaired or replaced within such reasonable time as may be specified in such notice.

After expiration of the thirty (30) day notice, if the Association fails to make such repairs, the County may cause the maintenance, repair or removal of the sign in such a manner as the County, in its sole discretion, deems appropriate, at the expense of the Association.

6. Should the Association fail or refuse to repair or replace the aforestated improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Association, including specific performance to which the Association hereby agrees.

7. Any notice to be given to the Association hereunder shall be deemed properly given upon such notice being deposited in the United States Mail, postage prepaid, addressed to the Association at _____, or such other address as the Association may hereinafter designate in writing to the County. All notices hereunder shall be by general mail, postage prepaid.

8. This Agreement and the rights and responsibilities hereunder may not be assigned or otherwise transferred without the written consent of the County. Further, this agreement may not be amended without the written agreement of both parties.

Maintenance Agreement
Right-of-Way Island

SIGNED AND SEALED this _____ day of _____, 20 ____

WITNESSES:

River Club Homeowners Association, Inc.
(Name of Association)

Signature

(President)

(Type or Print Name)

(Type or Print Name)

Signature

(Address of Association)

(Type or Print Name)

(City, State, Zip)

NOTARY ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ as _____ (President),
of _____ Association, a Florida Corporation,
who is personally known to me or who has produced _____ (type of identification)
as identification.

NOTARY SEAL:

Notary Public

Print Name of Notary

Commission No. _____

My Commission Expires _____

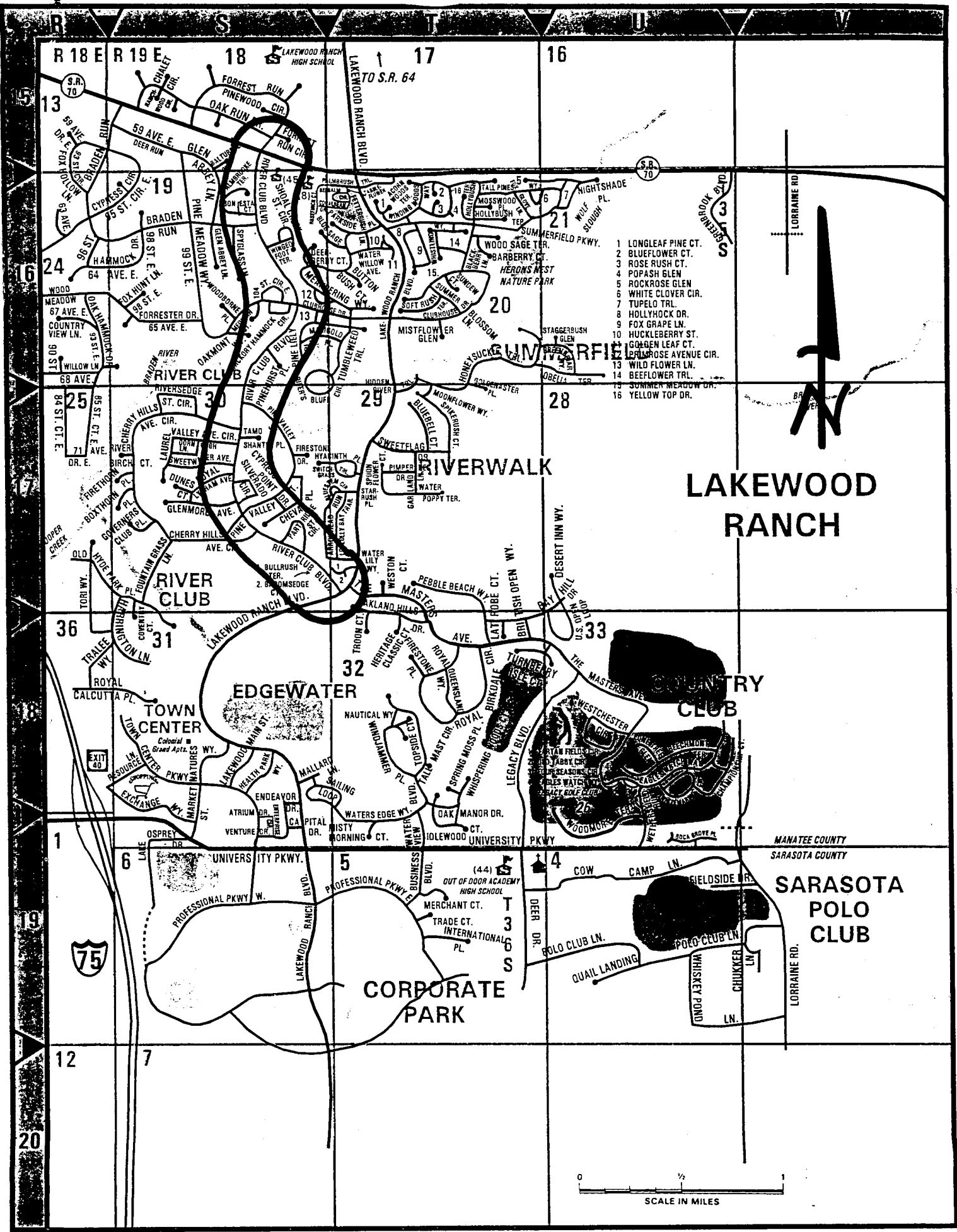
Maintenance Agreement
Right-of-Way Island
River Club Boulevard

23rd Approved and accepted for and on behalf of Manatee County, Florida, this
day of January, 2001.

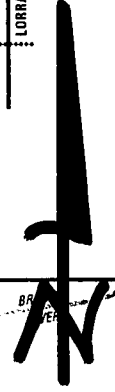
BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

ATTEST: _____
R.B. Shore
Clerk of the Circuit Court

By: _____
Chairman



- 1 LONGLEAF PINE CT.
- 2 BLUEFLOWER CT.
- 3 ROSE RUSH CT.
- 4 POPASH GLEN
- 5 ROCKROSE GLEN
- 6 WHITE CLOVER CIR.
- 7 TUPELO TRL.
- 8 HOLLYHOCK DR.
- 9 FOX GRAPE LN.
- 10 HUCKLEBERRY ST.
- 11 GARDEN LEAF CT.
- 12 PRUNROSE AVENUE CIR.
- 13 WILD FLOWER LN.
- 14 BEEFLOWER TRL.
- 15 SUMMER MEADOW DR.
- 16 YELLOW TOP DR.



LAKWOOD RANCH

MANATEE COUNTY
SARASOTA COUNTY

SARASOTA POLO CLUB

