

REVISED July 30, 2013 - Regular Meeting
Agenda Item #62

Subject

Rescind Right-Of-Way Maintenance Agreement From 2001 With River Club Home Owners Association

Briefings

None

Contact and/or Presenter Information

Chad Butzow, Deputy Director, x-7432

APPROVED in Open Session

Manatee County Board of County
Commissioners

Action Requested

Approve the cancellation of the River Club HOA right-of-way maintenance agreement from 2001.

Enabling/Regulating Authority

Manatee County Land Development Code and Resolution 01-96

Background Discussion

On January 23, 2001, Manatee County Board of County Commissioners approved a right-of-way (ROW) maintenance agreement with the River Club Home Owners Association (HOA) for the maintenance of roadway medians on River Club Blvd. Since that time the HOA has taken on additional areas of maintenance on a regular basis that includes the full ROW in many areas of River Club Blvd. They recently requested permission to add a portion of Pinehurst Place. The new addition and the additional areas have been accommodated by a new agreement that has been handled administratively per Resolution 01-96.

The action today is to rescind the previous agreement since it is obsolete and since approved originally by the BCC it must be rescinded by the BCC.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

N/A - Stamped approved , nothing further to complete - SS - 7/30

Cost and Funds Source Account Number and Name
101-0011200

Amount and Frequency of Recurring Costs
0

Attachment: [ROW Island Maintenance Agreement.pdf](#)

**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, ^{Phillip D Leckey}~~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 aforesaid 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 9115 58TH. DRIVE EAST SUITE A BRADENTON, FL 3420, 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.

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SIGNED AND SEALED this 16th day of January, 2001

WITNESSES:

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

June L Powers
Signature

[Signature]
(President)

June L Powers
(Type or Print Name)

PHILLIP D. LECKEY
(Type or Print Name)

Signature

(Address of Association)

(Type or Print Name)

(City, State, Zip)

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16th day of January, 2001, by PHILLIP D. LECKEY as _____ (President), of RIVER CLUB HOME OWNERS ASSOC. INC. Association, a Florida Corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY SEAL:

[Signature]
Notary Public

DIANN WOODFIELD
Print Name of Notary



Diann Woodfield
MY COMMISSION # CC630832 EXPIRES
June 17, 2003
BONDED THRU TROY FAIN INSURANCE INC

Commission No. _____



Diann Woodfield
MY COMMISSION # CC630832 EXPIRES
June 17, 2003
BONDED THRU TROY FAIN INSURANCE INC

My Commission Expires _____

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



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

ATTEST: R. E. Shore By: J. M. Clase
R.E. Shore Chairman
Clerk of the Circuit Court

RIVER CLUB HOMEOWNERS ASSOCIATION
MAINTENANCE AGREEMENT FOR RIGHT-OF-WAY ISLAND
EXHIBIT "B"

NORTH PORTION OF RIVER CLUB BLVD. (Diagram 1 - Shaded in blue)

ISLAND #1

11 Oak trees
3 Palm trees
Sego palms, hibiscus and low bushes

ISLAND #2

15 Oak trees
Sego Palms & Hibiscus at both ends
Low flowering plants

ISLAND #3

5 Oak trees
Sego palms
Split-leaf Philodendrons

ISLAND #4

3 Oak trees

ISLAND #5

6 Oak trees

ISLAND #6

1 Oak tree
2 Crape Myrtles
Dwarf Oleander

ISLAND #7

1 Oak tree
2 Crape Myrtles
Dwarf Oleander

ISLAND #8

1 Oak Tree
Juniper

ISLAND #9

15 Oak Trees

SOUTH PORTION OF RIVER CLUB BLVD. (Diagram 2 - shaded in yellow)

All islands have sod. Each green dot represents a group of 3 Washingtonia palms, surrounded by low bushes, except the 4 groups* where the County asked us to remove one tree to clear a line of sight for left turning vehicles.

The 4 groups having only 2 palms are:

- the island on the north side of Glenmore Ave. where it meets River Club Blvd.,
- both islands on the corner of River Club Blvd. and Pine Valley Street at the River Club Sales office,
- the southern island at the southern intersection of River Club Blvd. and Partridge Street Circle.

The portion of River Club Blvd. indicated by the blue star and line may also be included in the Lakewood Ranch Maintenance Agreement. Presently, the existing plants in the median include 5 Washingtonia palms starting at the intersection of River Club Blvd. and Lakewood Ranch Blvd., 3 small Oak trees with the rest of the median is planted in Sawgrass with mulch.

The red star indicates the River Club - Lakewood Ranch property line.