

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

THIS AGREEMENT is entered into by and between Wallingford Home Owners Association, hereinafter referred to as the "Licensee" and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Licensee desires to construct and/or to assume the maintenance responsibilities for improvements installed on the public right(s)-of-way of 44th Ave E, such improvements to be constructed and maintained in substantial compliance with the site plan, attached hereto as Exhibit "A" and made a part hereof, and hereinafter referred to as the "Improvements"; and

WHEREAS, the Licensee will pay for the construction and/or maintenance of the Improvements; and

WHEREAS, the County agrees to allow the Improvements to remain and/or additional Improvements to be constructed within the County's right(s)-of-way as depicted on Exhibit "A" only if the Licensee will execute and deliver this Agreement relating to the maintenance thereof and providing that the Licensee agrees to hold the County harmless therefrom; and

WHEREAS, the County and the Licensee 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 Licensee and County hereby agree as follows:

1. It is and shall continue to be the sole obligation of the Licensee to maintain the Improvements, which include the roadside hedge plants and irrigation facilities, and other ancillary items for so long as the Licensee desires to have such Improvements remain upon the County's right-of-way. The initial improvement will be hedge plants, planted along the south ROW line of 44th Ave E, behind the sidewalk from approximately 100 feet west of 32nd CT E to approximately 600 feet east of 34th ST E. The Improvement will eventually include an irrigation system installed by the HOA and fed from the neighborhood. In connection therewith, the Licensee shall maintain the Improvements in a neat and attractive condition and good repair at its sole cost and expense.

2. The Licensee understands and agrees 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 Licensee, and the Licensee will at all times assume all risk of and indemnify, defend, and hold harmless the County, its officials, its employees 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 Licensee of the aforesaid rights and privileges.

3. Prior to any excavation, the Licensee declares that it will comply with the One Call Notification Procedures in accordance with Florida Statute §556.104. Further, the Licensee agrees that it has confirmed with Manatee County the location of all known existing utilities, both aerial and underground. The Licensee further agrees that construction and/or maintenance of an irrigation system and other improvements within the right-of-way shall not interfere with any existing facilities and underground utilities.

4. By signing this Agreement, Peter PLAIN (President) confirms that (he/she) is the (President/Chairman) of the Licensee and has the authority to bind the Licensee to the instructions and conditions stated herein.

5. The County may require, upon a minimum thirty (30) days written notice to the Licensee, that the Licensee perform maintenance, repair, relocation or removal of the Improvements. Upon receipt of such notice, the Licensee will take or cause the necessary corrective actions within such reasonable time as may be specified in such notice. After expiration of such reasonable time, but no sooner than thirty (30) days, if the Licensee fails to take the necessary corrective actions, County may cause the maintenance, repair, relocation, or removal of the landscaping in such a manner as the County, in its sole discretion, deems appropriate, and at the expense of the Licensee.

6. County specifically reserves the right to take such action as it deems necessary, in its sole discretion, and without notice to Licensee in order to protect the public from unsafe conditions that may arise in any manner on account of the exercise or attempted exercise by the Licensee of the aforesaid rights and privileges.

7. Licensee acknowledges and agrees that no approval is given hereby for the Improvements. No Improvements shall be placed in the right-of-way unless and until all proper authorizations have been obtained and all applicable standards and requirements have been met, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, or right-of-way use permit, and all conditions or stipulations thereto.

8. Should the Licensee fail or refuse to maintain, repair, relocate, or replace the Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Licensee, including specific performance to which the Licensee hereby agrees.

9. Any notice to be given to the Licensee hereunder shall be deemed properly given upon such notice being deposited in the United States Mail, postage prepaid, addressed to the Licensee at P.O. Box 20865 Bradenton FL 34204, or such other address as the Licensee may hereinafter designate in writing to the County. All notices hereunder shall be by general mail, postage prepaid.

10. 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.

SIGNED AND SEALED this 13th day of January, 2017.

WITNESSES:

Marsha Colburn

Signature

MARSHA COLBURN

(Type or Print Name)

Sherril Robinson

Signature

Sherril Robinson

(Type or Print Name)

Peter Plaia

(Name of the Licensee)

President HOA

(Title)

Peter PLAIA

(Type or Print Name)

4518 33rd Ct. EAST

(Address of Licensee)

Bradenton, FL 34203

(City, State, Zip)

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 13th day of January, 2017, by Peter Plaia as President/Chairman of Wallinford HOA, a Florida Corporation, who is personally known to me or who has produced FL license (type of identification) as identification.

P400-670-52-326-0

Kathleen I. Casey

Notary Public

Kathleen I. Casey

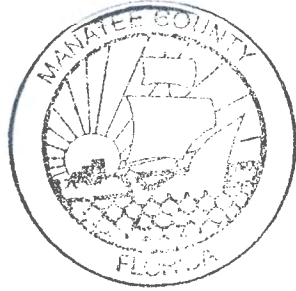
(Printed Name of Notary Public)

My commission expires: 3/8/2020



APPROVED AND ACCEPTED for and on behalf of MANATEE COUNTY, Florida,
this 7 day of February, 2017.

By: its Board of County Commissioners



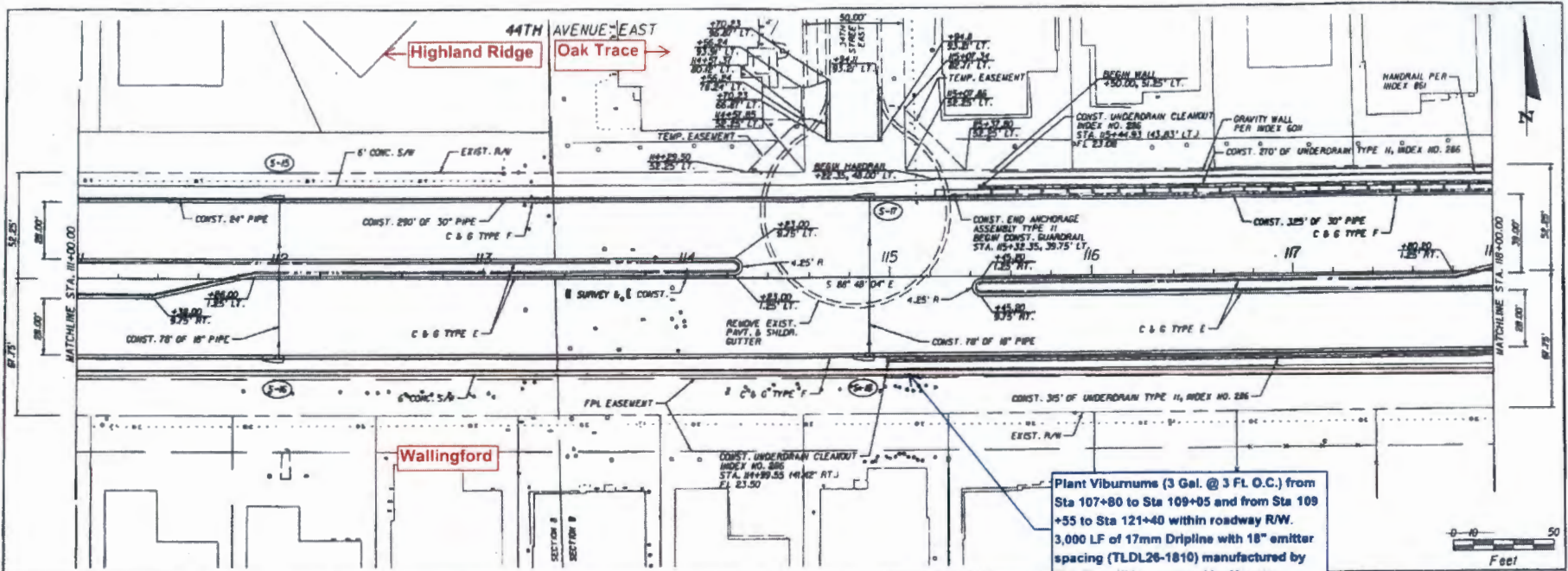
By: _____

[Handwritten Signature]
Chairperson

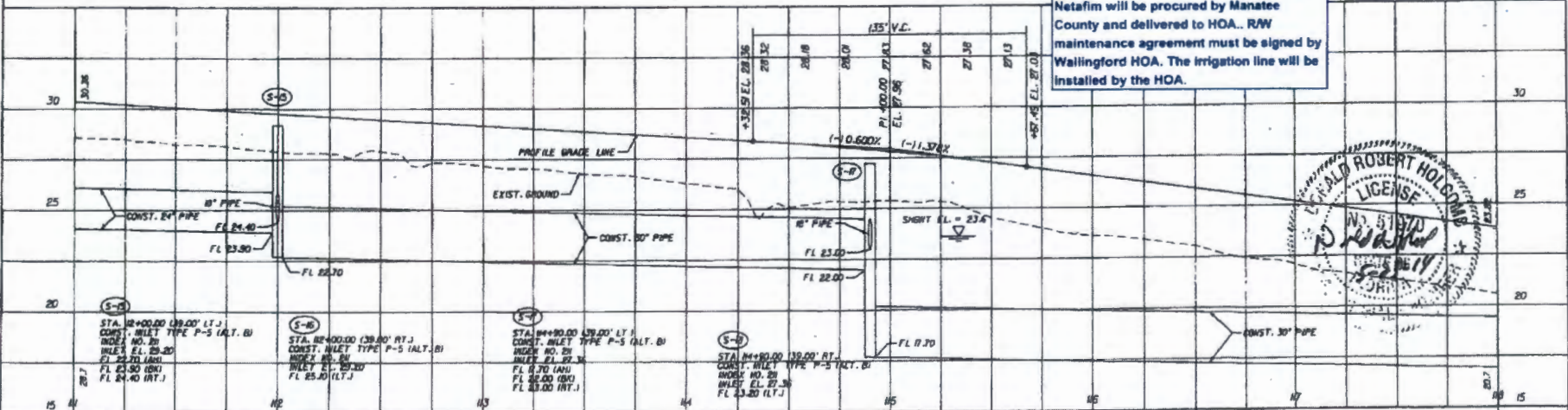
ATTEST: ANGELINA M. COLONNESO
CLERK OF THE CIRCUIT COURT AND
COMPTROLLER OF MANATEE COUNTY

By: _____

[Handwritten Signature]
Deputy Clerk



Plant Viburnum (3 Gal. @ 3 FL O.C.) from Sta 107+80 to Sta 109+05 and from Sta 109+55 to Sta 121+40 within roadway R/W. 3,000 LF of 17mm Dripline with 18" emitter spacing (TDL26-1810) manufactured by Netafim will be procured by Manatee County and delivered to HOA. R/W maintenance agreement must be signed by Wallingford HOA. The irrigation line will be installed by the HOA.



SCALE	AS NOTED
DESIGNED BY	JLS
DRAWN BY	JPC
CHECKED BY	MDA



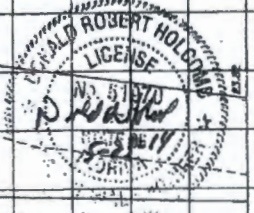
HDR Engineering, Inc.
2891 Cushman Road
Suite 400
Beverly Hills, FL 34223-8223
P.E. Certificate of Authorization No. 4213

DATE: 05/27/14
PROJECT NO.: 801960
MANATEE COUNTY PUBLIC WORKS

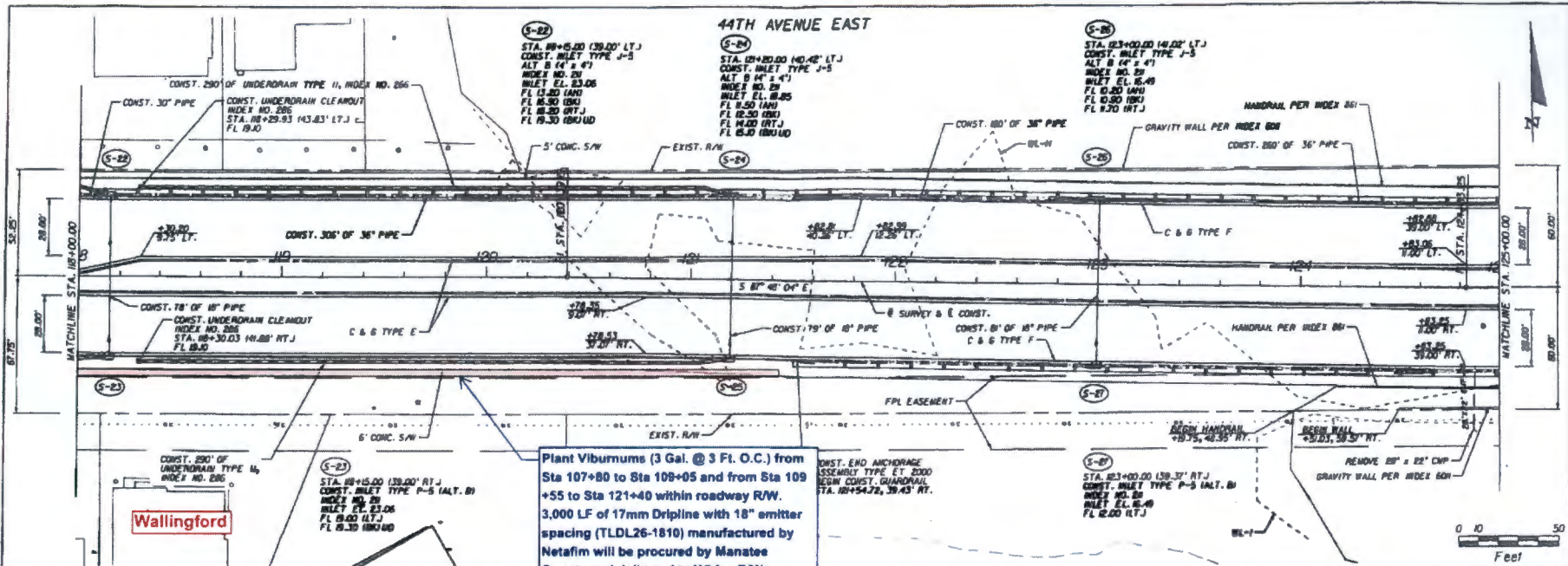
DESIGN ENGINEER: DONALD R. HOLCOMB
FL LICENSE NO.: 51970

PLAN & PROFILE SHEET
STA. 111+00 TO STA. 118+00

SHEET NO.: 25

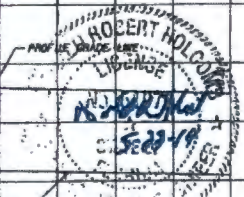
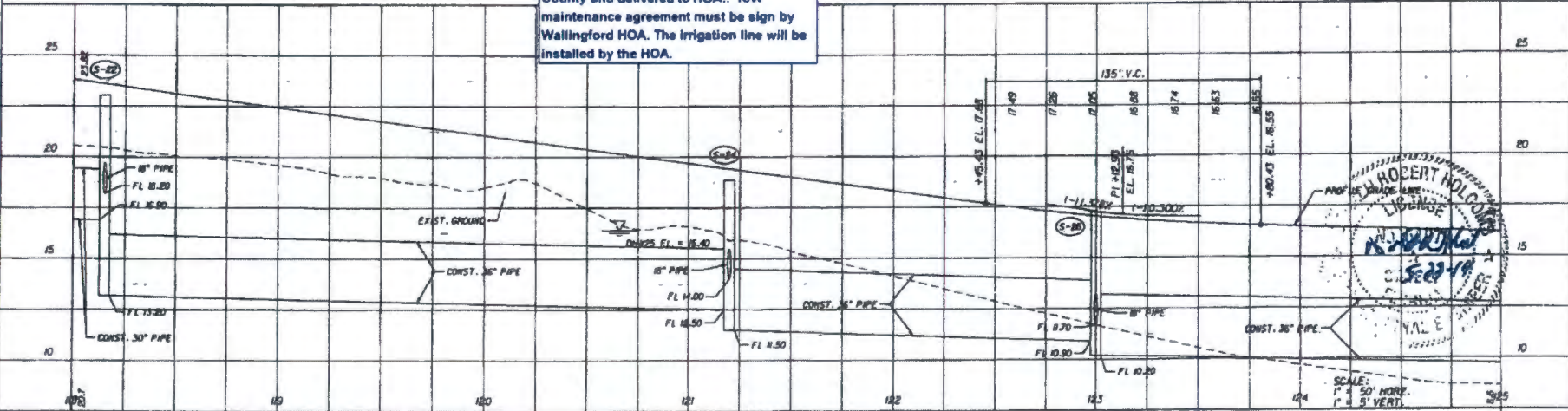


44TH AVENUE EAST



Plant Vibumums (3 Gal. @ 3 Ft. O.C.) from Sta 107+80 to Sta 109+05 and from Sta 109+55 to Sta 121+40 within roadway R/W. 3,000 LF of 17mm Dripline with 18" emitter spacing (TLDL26-1810) manufactured by Netafim will be procured by Manatee County and delivered to HOA. R/W maintenance agreement must be sign by Wallingford HOA. The irrigation line will be installed by the HOA.

Wallingford



NO.	REVISIONS	DATE	BY

HR H&R Engineering, Inc.
2801 Cassman Road
Gulf Breeze, FL 34225-8225
P/E/C of Professional Engineers of Florida, License No. 6213

DATE: 05/27/14
PROJECT NO.: 607460

MANATEE COUNTY PUBLIC WORKS

DESIGN ENGINEER: DONALD R. HOLCOMB
FL. LICENSE NO.: 51970

PLAN & PROFILE SHEET
STA. 118+00 TO STA. 125+00

SHEET NO.: 26

APPROVED in Open Session

Manatee County Board of County
Commissioners

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 7, 2017

2/7/17

February 7, 2017 - Regular Meeting
Agenda Item #40

Subject

Maintenance Agreement with Wallingford Home Owners Association

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Sia Mollanazar, Deputy Director Engineering Ext. 7487

William Lorenzo, Project Engineer II Ext. 7338

Jeff Streitmatter, Project Management Division Manager Ext. 7335

Action Requested

Authorization for the Chairperson to execute a Maintenance Agreement for Right-of -Way Improvements between Wallingford Home Owners Association and Manatee County.

Enabling/Regulating Authority

N/A

Background Discussion

On September 20, 2011, the Board of County Commissioners authorized the 44th Avenue East project to include landscape hedge along the southern portion of Right-of-Way at Wallingford Subdivision.

Wallingford HOA desires to construct and assume maintenance responsibilities for improvements installed in the public right-of-way of 44th Avenue East, such improvements to be constructed and maintained in substantial compliance with the site plan. (Exhibit A, attached).

Wallingford HOA (Licensee) shall have the sole obligation to maintain the Improvements, which include roadside hedge plants and irrigation facilities. Initial improvement will be hedge plants planted along the south right-of-way line of 44th Avenue East, behind the sidewalk, from approximately 100 feet west of 32nd Court East to approximately 600 feet east of 34th Street East. The improvement will eventually include an irrigation system installed by the Licensee and fed from the neighborhood. In connection therewith, the Licensee shall maintain the Improvements in a neat and attractive condition and good repair at its sole cost and expense.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records Emailed, interofficed 2/9/17

Please return two (2) fully executed agreements to Barbara Green, Public Works, Fiscal. Ext. 7355

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

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

Attachment: [Attachment A.pdf](#)

Attachment: [Location Map.pdf](#)

Location Map

