

RESOLUTION NO. 84-20

APPROVING THE FINAL SUBDIVISION PLAT OF
BAY ISLES, UNIT NO. 4

WHEREAS, Arvida Corporation has applied to the Town of Longboat Key for approval of the final subdivision plat of Bay Isles, Unit No. 4; and

WHEREAS, the Town building and zoning official has, in a timely fashion, accepted and approved said plat and has referred the same to the Town Planning and Zoning Board along with supporting documentation and staff recommendations; and

WHEREAS, the Planning and Zoning Board has reviewed such application and final plat and, along with its findings, has recommended to the Town Commission that the proposed final plat be approved with certain conditions; and

WHEREAS, the Town Commission has considered such recommendation and now makes these conclusions and findings of fact, to-wit:

That the subdivision plat of Bay Isles, Unit No. 4, fully conforms with the Town's subdivision regulations as set forth in Section 157.17 of the Town Code and all other applicable requirements relating to streets, utilities and other essential services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the final subdivision plat of Bay Isles, Unit No. 4, be and it is hereby approved subject to the conditions attached hereto as Exhibit "A", entitled "Conditions of Approval of Final Plat of Bay Isles, Unit No. 4", and the Agreement attached hereto as Exhibit "B".

PASSED AND DULY ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the 4th day of June, 1984.



Mayor

Attest:



Town Clerk

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CONDITIONS OF APPROVAL OF FINAL SUBDIVISION PLAT
OF
BAY ISLES, UNIT NO. 4

1. Street Lighting: Arvida Corporation agrees to contribute or require the purchaser of the remaining civic or church site within this subdivision (Tract 5 of Block A) to install one street lighting fixture which will be so located as to aid in the lighting of the abutting portion of Bay Isles Road.
2. Street Signs: Arvida Corporation agrees to provide signs designating the names of streets within this subdivision together with such regulatory signs as may be required by applicable governmental regulations.
3. Sidewalks: Arvida Corporation agrees to install a sidewalk along the westerly side of Bay Isles Road which will connect the existing sidewalk from its present terminus adjacent to the Town park past the Town Hall to the existing terminus near the Town's temporary fire station.
4. Storm Drainage: Arvida Corporation agrees to maintain storm drainage culverts providing drainage from Bay Isles Road.
5. Street Repair: Arvida Corporation will, at its expense, repair the older section of Bay Isles Road consisting of replacing broken curbs and resurfacing that portion of the road as outlined in the letter from Bennett & Bishop, Inc., to Mr. Albert Cox, Director of Public Works, dated January 30, 1984, a copy of which is attached hereto as Exhibit "C".
6. Irrigation System: Arvida Corporation will continue to irrigate and maintain the landscaping located in the medians and within the rights-of-way of Bay Isles Road pursuant to an agreement between the Town and Arvida Corporation to be executed simultaneously with the adoption of this Resolution.

Exhibit "A"

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"EXHIBIT B"
AGREEMENT

THIS AGREEMENT, Made and entered into in duplicate this 4th day of June, 1984, by and between TOWN OF LONGBOAT KEY, a municipal corporation under the laws of the State of Florida, hereinafter referred to as "Town", and ARVIDA CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "Arvida."

W I T N E S S E T H :

WHEREAS, Arvida is the Developer of Bay Isles, a Planned Unit Development located within the municipal limits of the Town of Longboat Key; and

WHEREAS, simultaneously with the execution of this Agreement, Town has approved the subdivision Plat of Bay Isles, Unit No. 4, which Plat contains a road to be dedicated to the Town known as "Bay Isles Road"; and

WHEREAS, portions of Bay Isles Road, including that portion located in front of the Town Hall, contain a median strip and right-of-way with grass, trees, and other vegetation growing therein, which vegetation is irrigated by an irrigation system owned by Arvida; and

WHEREAS, Arvida is the owner and operator of a pump and well located adjacent to the easterly right-of-way line of Bay Isles Road on property owned by Ellis Bank and Trust Company subject to an easement held by Arvida; and

WHEREAS, the aforesaid pump and well also provide water to irrigate landscaping on said median strip and lands owned by third parties; and

WHEREAS, Arvida has agreed with Town to continue to maintain the aforesaid pump and well and water irrigation system and provide water to Town for the irrigation of the median strips in Bay Isles Road subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the parties hereto do hereby covenant and agree as follows, to-wit:

1. For a period of five (5) years after date hereof, Arvida agrees:
 - (a) To furnish water from the aforesaid pump and well to irrigate the median strips and grassed area within the right-of-way of Bay Isles Road.
 - (b) To maintain said pump and well and to obtain power for the operation of said pump at its expense.

(c) To maintain the irrigation system furnishing water to said median strip and grassed areas within right-of-way at its expense.

(d) To maintain the landscaped medians and grassed areas within right-of-way by mowing, trimming and fertilizing.

2. Town shall have the right, at its expense, to extend Arvida's irrigation lines so as to connect such lines to the existing irrigation lines on the Town property (Town Hall, Library, and temporary Fire Station site).

3. In the event the aforesaid well becomes inoperable within the above stated five year period due to sand or saltwater intrusion, Arvida shall be obligated to drill a new well or otherwise replace the existing well and its obligation hereunder shall not terminate.

4. Town does hereby agree to indemnify and hold Arvida harmless of and from any claim for damage to property or injury to persons, including wrongful death, arising out of the furnishing of water to Town under the terms of this Agreement; provided, however, that Town shall not be obligated to indemnify Arvida for claims arising based upon negligent acts of Arvida, its agents or employees.

5. Prior to the conclusion of the aforementioned five (5) year period, Town and Arvida agree that they will exert their best efforts to negotiate a transfer of the ownership of the aforesaid well, pump and related irrigation system servicing all of the property owners along Bay Isles Road from Arvida either to the Town or to some other legal entity approved by the Town. The intent and purpose of such Agreement is for the Town to acquire the ownership and assume the responsibility for future operation of the irrigation system and to further create a mechanism whereby each of the property owners along Bay Isles Road (including Town, Ellis Bank and Trust Company, Coast Federal Savings and Loan Association, United States Postal Service, All Angels by the Sea, Temple Beth Israel, and the owners of other properties fronting on Bay Isles Road) would be assured of an irrigation system administered and/or operated by the Town. In the event, however, that the parties are unable for any reason to negotiate such an Agreement with the other affected property owners, then Arvida shall have the right to transfer the aforesaid pump and well and assign all of its easement rights with approval of the Town.

6. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective undersigned duly authorized officers and officials as of the date first above set forth.

ARVIDA CORPORATION

By: Robert Wilhelm
As its President, Sarasota Division

Attest:

(Corporate Seal)

W. Thomas Hale
As its Vice President

TOWN OF LONGBOAT KEY

By: Henry P. Kerist
Mayor

Attest:

E. Jane Pool
Town Clerk