

STONEYBROOK LANDSCAPE AGREEMENT

This Agreement is made this day 17 of ~~November~~ ~~October~~ 2016, by and between **Stoneybrook Commons Association Inc. (SCA)**, **Stoneybrook Golf & Country Club of Sarasota, Inc. (SGCC)**, and **Stoneybrook Estates Community Association, Inc. (SECA)**.

Whereas, the SCA owns, operates and maintains the Boulevard Common Areas, including Stoneybrook Boulevard, pursuant to the Declaration of Covenants, Condition and Restrictions for Stoneybrook Boulevard Commons as recorded in Official Records Book 2382, Page 2694, Public Records of Sarasota County, Florida, as amended (Commons Declaration), and

Whereas, a significant portion of Stoneybrook Boulevard crosses the Stoneybrook Golf and Country Club, which is owned and operated by SGCC pursuant to the Declaration of Covenants, Condition and Restrictions for Stoneybrook Golf & Country Club as recorded in Official Records Book 2644, Page 2036, Public Records of Sarasota County, Florida, as amended (SGCC Declaration), and

Whereas, a small portion of Stoneybrook Boulevard is located within a community known as Stoneybrook Estates, which is operated by SECA pursuant to the Declaration of Covenants, Condition and Restrictions for Stoneybrook Estates as recorded in Official Records Book 2382, Page 2729, Public Records of Sarasota County, Florida, as amended (Estates Declaration), and

Whereas, SCA has two members, SGCC and SECA, and imposes assessments on the properties subject to the SGCC Declaration and the Estates Declaration in order to fund its operations, including but not limited to the maintenance of Stoneybrook Boulevard, and

Whereas, SGCC and SECA, as the two members of SCA, and as the representative of the owners of properties within their jurisdictions, agree that the best interest of the overall Stoneybrook community will be served by dividing Stoneybrook Boulevard into two sections, as indicated on the sketch attached hereto as Exhibit A, and allowing SGCC to maintain that portion of Stoneybrook Boulevard that crosses Stoneybrook Golf and Country Club and SECA to maintain that portion of Stoneybrook Boulevard located within Stoneybrook Estates, and

Whereas, Sections 5.3, 5.4, and 5.7 (as amended) of the Commons Declaration authorizes SCA to delegate its authority for the management and maintenance of Boulevard Common Areas.

Now therefore, in consideration of the agreements herein, and for the sum of \$1.00 and other good and valuable consideration to each in hand paid or given, the parties agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. Effective January 1, 2017, SCA agrees to delegate the duty to maintain Stoneybrook Boulevard in accordance with this Agreement and shall cease to budget for maintenance of Stoneybrook Boulevard.
3. The duty to maintain the portion of Stoneybrook Boulevard that crosses Stoneybrook Golf and Country Club shall be delegated to SGCC at the sole expense of SGCC.
4. The duty to maintain the portion of Stoneybrook Boulevard located within Stoneybrook Estates shall be delegated to SECA at the sole expense of SECA.
5. For purposes hereof, maintenance shall mean mowing, mulching, planting of flowers, operation, repair and operation of the irrigation system, fertilization, and general upkeep to a standard that is equal to or better than in effect as of the date of this Agreement. Upgrades or improvements in

maintenance, such as planting more flowers or use of more mulch, are acceptable and shall not require prior approval of SCA as long as done in a tasteful, professional manner consistent with comparable communities.

6. No structures shall be placed, installed or constructed on any part of the Boulevard Common Areas and no physical improvements other than those referenced in paragraph 5 above may be made to the portions of Stoneybrook Boulevard that are to be maintained under this Agreement unless approved in advance in writing by SCA.

7. Either SGCC or SECA may engage one or more contractors to perform the maintenance work, at their sole expense, provided the contractor is licensed and obtains and maintains the minimum insurance coverages set forth below.

Without limiting any of the other liabilities or obligations of the contractor, the contractor shall furnish to SCA, prior to the initiation of any work on Stoneybrook Boulevard, a duly executed Certificate of Insurance, stating that the following types of insurance coverage and limits are in force and that insurance will not be canceled without thirty (30) days prior notice to SCA and naming SCA as an additional insured.

General Liability. Contractual Liability and Products/Completed Operations Liability Insurance covering operations required to complete the Work. This General Liability policy shall be primary, non-contributory, and shall contain a waiver of subrogation in favor of SCA..

The Contractual Liability Insurance coverage shall insure the performance of the contractual obligations assumed by Contractor by acceptance of this Contract.

General Liability Insurance with the following limits:

General Aggregate.....	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Associations & Contractors Protective:	
Each Occurrence	\$1,000,000

Comprehensive Automobile Insurance with the following minimum limits of liability. This insurance is to apply to all owned, non-owned, and hired vehicles used by the Contractor in the performance of the Work:

Bodily Injury Liability/Each Occurrence	\$500,000
Bodily Injury Liability/Per Person	\$500,000
Property Damage Liability/Each Occurrence	\$50,000
General Aggregate (Umbrella)	\$1,000,000

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Law, including where applicable, the Federal Employer's Liability Insurance shall be provided with a minimum limit of \$100,000 per accident.

8. The term of this Agreement shall be one year (January 1, 2017 to December 31, 2017). The Agreement shall be automatically extended for successive annual terms unless any of the three parties provides written notice of intent to terminate to the other two parties no later than October 1 of any year. In addition, SCA, as the owner of the Boulevard Common Areas, shall have the unilateral right to terminate the Agreement upon no less than thirty (30) days written notice to SGCC and SECA, with or without cause.

9. Each Association named above does hereby agree to indemnify, defend, and hold harmless the

other two Associations from any and all lawsuits, claims, demands, causes of action, liabilities, losses, damages and/or injuries (herein, referred to as "Claims") to property or persons or otherwise that is directly attributable to the failure of the indemnifying Association or its contractor to properly perform maintenance of the property or fulfill its duties and obligations under this Agreement. The above duty to indemnify and hold harmless is limited to: (1) paying the deductible(s) due under the applicable insurance policies. (2) Claims that are in excess of available insurance coverage(s). and (3) Claims for which there is no or inadequate insurance coverage(s), There shall be no right of subrogation in favor of any insurance carrier. This Paragraph 9 shall survive the termination of the expiration of this agreement.

10. This Agreement constitutes the entire understanding and agreement between the parties. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the other party. Further, the provisions, conditions, terms and covenants therein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto.

11. No failure of any party to exercise any power or right given hereunder or to insist upon strict compliance hereunder, and no custom or practice of the parties at variance with the terms of this contract, shall constitute a waiver or variation of the parties rights to demand compliance with the terms hereof.

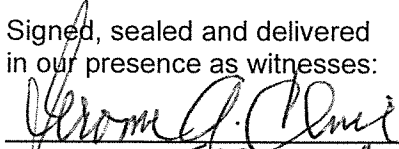
12. SGCC and SECA shall save and keep the Boulevard Commons Area free from all construction liens and all other liens by reason of its work or any materials or other things used by it therein.

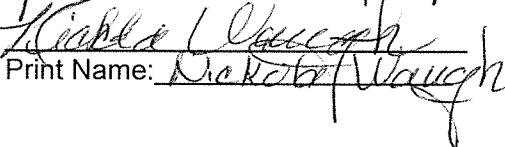
13. Notices to the parties as provided herein shall be by certified mail, or overnight delivery, to the registered agents of each of the parties at the registered office.

14. Disputes arising under this Agreement must first be mediated by a Supreme Court Certified Circuit Civil Mediator in Sarasota County, Florida. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon but if the parties are unwilling or unable to agree, the parties agree that their respective counsels may select a mediator. The parties agree to abide by the Mediator's Agreement, pay Mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator or (ii) terminated in writing by one or both parties. The confidentially provisions of the "Mediation Confidentiality and Privilege Act" shall attach to any such presuit mediation.

If mediation is not successful, in the event either party commences any litigation against the other party in relation to this Agreement, the prevailing party in said litigation shall be entitled to receive from the non-prevailing party its reasonable attorney's fees and court costs expanded at the trial court and/or appellate court level. Venue for any court proceeding shall be Sarasota County, Florida. This provision shall survive the termination or expiration of this Agreement.

Signed, sealed and delivered
in our presence as witnesses:


Print Name: JEROME A. CHNE


Print Name: Diakota Vaughn

Stoneybrook Commons Association, Inc.

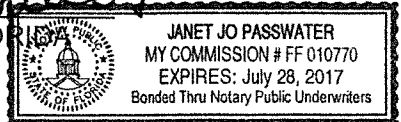
By: 
, President



STATE OF FLORIDA
COUNTY OF SARASOTA

On this 17 day of November, 2016, before me, the undersigned notary public, personally appeared William P. Altman, as President of Stoneybrook Commons Association Inc., a Florida not-for-profit corporation, on behalf of the corporation. ~~She~~ He is personally known to me or has produced _____ as identification and did not take an oath.

Janet Jo Passwater
NOTARY PUBLIC, STATE OF FLORIDA



Signed, sealed and delivered
in our presence as witnesses:

Stoneybrook Golf & Country Club
of Sarasota, Inc.

By: William P. Altman
President
William P. Altman

Kim L. Shorey
Print Name: Kim L. Shorey

Walter Farrell
Print Name: Walter Farrell

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 17th day of November 2016, before me, the undersigned notary public, personally appeared George A. Cox, Jr., as President of Stoneybrook Golf & Country Club of Sarasota, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ _____ as identification and did not take an oath.



IRIS DIANA ZIELER
MY COMMISSION # FF 007578
EXPIRES: April 18, 2017
Bonded Thru Budget Notary Services

Iris Diana ZIELER
NOTARY PUBLIC, STATE OF FLORIDA

Signed, sealed and delivered
in our presence as witnesses:

Stoneybrook Estates Community Association, Inc.

By: Evaleon Hill
President
Evaleon Hill

Dakota Vaughn
Print Name: Dakota Vaughn
TEROME A. CHINE
Print Name: TEROME A. CHINE

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 17th day of November, 2016, before me, the undersigned notary public, personally appeared Evaleon Hill, as President of Stoneybrook Estates Community Association Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ _____ as identification and did not take an oath.



IRIS DIANA ZIELER
MY COMMISSION # FF 007578
EXPIRES: April 18, 2017
Bonded Thru Budget Notary Services

Iris Diana ZIELER
NOTARY PUBLIC, STATE OF FLORIDA



SARASOTA COUNTY PROPERTY APPRAISER / Bill Furst

v2.2

[Info/Help](#)

Find address or place

SCA LANDSCAPE SPLIT - EXHIBIT A - PROPERTY LINE LOCATION

SECA IS TO THE LEFT, SGCC IS TO THE RIGHT

THERE IS A YELLOW PAINT LINE ON THE CONCRETE CURB ON THE SIDEWALK SIDE THAT MARKS THE PROPERTY LINE.



9454 HM

013309

0025

013505

0011

013316

(140')

MEDIAN 13

SECA ← SGCC

STONEYBROOK BLVD

MEDIAN 12

80'

27.213 - 82.482 Degrees

dcoley