

RESOLUTION NO. 433-88

RESOLUTION OF TOWN COUNCIL, TOWN OF GOLDEN BEACH AUTHORIZING MAYOR TO EXECUTE A MAINTENANCE AGREEMENT FOR LANDSCAPING AND BEAUTIFICATION, (EXHIBIT "A") ATTACHED HERETO AS A PART OF THIS RESOLUTION, FOR VACANT UNIMPROVED LAND AREA AT WEST OF MASSINI AVENUE.

WHEREAS, the TOWN is responsible for the maintenance of roads and TOWN owned vacant property; and

WHEREAS, the TOWN is of the opinion that attractive landscaping and proper maintenance of roadside areas and vacant land will benefit all TOWN property owners; and

WHEREAS, the parties hereto recognize that there is 25' of vacant roadside land area located at the northwest corner of Golden Beach, where Massini Avenue dead ends at the Intracoastal Waterway; and

WHEREAS, the TOWN recognizes that there will be cost savings and benefit to the TOWN if the maintenance and landscaping of said area is performed by the adjacent property owner; and

WHEREAS, the adjacent property owner has offered to perform this service;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH:

Section 1. That the Town Council has reviewed the attached agreement, Exhibit "A" attached hereto as part of this Resolution.

Section 2. That the Town Council authorizes the Mayor to execute said agreement on behalf of the TOWN.

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 21 day of June, 1988.

The Motion to adopt the foregoing was offered by:

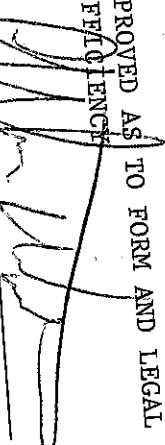
Vice Mayor Duffner
seconded by:

Councilman Sorota
and on roll call the following vote ensued:

Mayor Tobin	<u>aye</u>
Vice Mayor Duffner	<u>aye</u>
Councilman Fried	<u>abstained</u>
Councilman Sorota	<u>aye</u>
Councilman Tweddle	<u>absent</u>

Mayor


APPROVED AS TO FORM AND LEGAL SUFFICIENCY


TOWN ATTORNEY


TOWN CLERK

433-88

ATTEST

RS #433-88

1. The users agree (subject to approval by the Town Council of a landscape plan) to provide landscaping and maintenance of the above described area on a continuing basis for the benefit of all the citizens of the Town including public access to the seawall. The maintenance and landscaping shall include: filling, sodding, planting of trees, and plants and other or approved items and all maintenance thereof. For the purpose of this agreement maintenance includes:

1. cutting and trimming of the grass.
 2. removal or dead or diseased parts of plants and pruning them when required.
 3. Keeping the area litter free.
 4. providing water, fertilizer (if necessary) and disease prevention and treatment.
 5. special items.
2. The user shall assume all cost and expense in relation to the maintenance and landscaping of the said area.
3. The user shall hold the Town of its agents harmless for any and all claims, damages, lawsuits, and costs arising out of or occurring from the use of said property including any injury or damage to persons or property directly or indirectly resulting from the negligence of the users resulting from the use and maintenance of the described property.

4. The user shall provide the City with liability insurance coverage in the name of the City of showing the City as a insured party thereunder in the amount of at least \$100,000.00 /\$300,000.00.

5. In the event it becomes necessary to provide capital improvements relating to any portion of the above described property the users are permitted to make said improvements at their expense provided however, that the said improvements shall be approved by the Town Manager prior to being undertaken.

6. This agreement is subject to termination by either party upon thirty (30) days written notice to the other.

7. In the event any Town department, utility or other governmental permitted utilization of the property is required, the Town or its authorized representations may install, construct or maintain same and may enter upon the property at any time for said purpose without permission of the user. The users agree that in no event shall the City be liable for any claim by the users for damages to the said landscaping. Further the users agree that no member of the public shall be barred from entry on the said property in a lawful manner.

IN WITNESS WHEREOF the parties have caused these presents to be executed:

TOWN OF GOLDEN BEACH

BY:



WITNESSES:

Users:

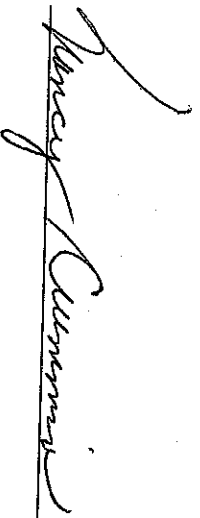


EXHIBIT "A"

AGREEMENT AUTHORIZING USE OF CITY OWNED LANDS AND
EASEMENTS FOR LANDSCAPING AND BEAUTIFICATION

THIS AGREEMENT, entered into this 21st
day of June 19 88 by and between the TOWN OF
GOLDEN BEACH, hereinafter referred to as the TOWN and Jerome &
Christina Fried,
(address 690 Massini Avenue, Golden Beach, Florida)
hereinafter referred to as Users.

WHEREAS, the Town is the owner of certain property
rights described as: Folio #19 1235 006 0530, Section F, PB 10-11
Block E, Lot 20
#19 1235 006 0540, Section F, PB 10-11
Block E, Lot 21
#19 1235 006 0550, Section F, PB 10-11
Block E, Lot 22

WHEREAS, the Town desires to permit the user to enter
upon the property and to provide attractive landscaping and
property maintenance thereon for the benefit of the Town, and,

WHEREAS, the users desire to make said improvements and
provide for the maintenance thereof at their expense and to hold
the Town harmless for any injury or claim arising from their
utilization of the said property,

NOW THEREFORE, in consideration of ten dollars and other
considerations set forth herein, the parties agree as follows: