

Joint Project Agreement City of Naples and Moorings Park Incorporated

This agreement is made and entered into this 18th day of January, 2006 by and between the City of Naples, Florida, a municipal corporation herein after referred to as “the City” and Moorings Park Incorporated, a Florida corporation herein after referred to as “Moorings Park”.

Witnesseth

Whereas Moorings Park has recently annexed into the corporate limits of the City of Naples; and

Whereas Moorings Park and the City desire to undertake certain improvements which are described as the development of a public street from Burning Tree Drive along and through City property at the Solana Road Water Storage Tank site to the southern property line of Moorings Park; and

Whereas both parties enter into this agreement to accomplish the improvements which are identified herein and agree to the responsibilities enumerated herein.

Now therefore in consideration of the provisions contained herein, the parties agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE CITY

- 1.1: The City shall provide coordination with adjacent property owners to ensure their support of the proposed improvements connecting Moorings Park to Burning Tree Drive.
- 1.2: The City agrees that once the improvements are completed, the improvements will become a public street and the City will be responsible for the maintenance thereof and that Moorings Park residents shall have the right of ingress and egress along the street.
- 1.3: The City shall be responsible for reviewing and approving the construction plans for the improvements as submitted by the Moorings Park. The City of Naples Code shall provide guidance in the review and approval of the construction plans.
- 1.4: The City shall grant to Moorings Park the right to physically construct the improvements across City property based upon plans approved by the City.
- 1.5: Once construction is completed, the operation and maintenance of the improvements shall become the responsibility of the City.
- 1.6: The City shall be responsible for coordinating this construction project and the improvements hereof with other construction projects in this immediate area relative to improvements of drainage, roadway, and circulation on Burning Tree Drive as well as coordination relative to a new entrance constructed by others into Royal Poinciana.
- 1.7: The City agrees to let Moorings Park propose a street name for the roadway for City evaluation.

1.8: The City shall allow by permissive use right-of-way permit a ground mounted sign in the proposed median with a maximum size of 50 square feet for the purposes of displaying the entry and direction to Moorings Park.

ARTICLE 2 – RESPONSIBILITIES OF MOORINGS PARK

2.1: Moorings Park shall be responsible for hiring the necessary consultants to design and permit all aspects of the roadway improvements as mentioned in this JPA.

2.2: Moorings Park shall submit to the city the final construction plans for the city's review and approval.

2.3: Moorings Park shall fund the cost of the design, permitting and construction of the improvements. To that end, Moorings Park will hire a professional engineering firm that will design the improvements, hire a construction company which will physically install all improvements, and then provide the City of Naples with documentation that all contractors and sub contractors have been paid and that no liens exist relative to the project. Moorings Park shall also be responsible for obtaining all necessary permits including South Florida Water Management District Permits.

2.4: Moorings Park will be responsible for creating a private entry gate at the common property line between the city and Moorings Park. Moorings Park shall have the right to have this as a limited access/control entry gate and also has the right to establish electronic monitoring of the gate.

2.5: The design criteria for the construction of the improvements shall include the following, at a minimum:

- Two lane local road with 12 feet per lane.
- Curb and gutter.
- Storm drainage for the project.
- Improvements to the drainage which will route the system to the lake which lies east of the City ground storage tank.
- Removal of all trees and fences necessary /relative to the construction project.
- Installation of a like kind fence as per City specifications thereby ensuring the security of the water storage facility.
- Installation of trees along the west side of the new roadway on a 1 tree per fifty-foot basis.
- Creation of a divided entryway system at the intersection of Burning Tree Drive and the new proposed street.
- Pedestrian crossing at Burning Tree Drive.

2.6: Moorings Park will pay for signage to be installed at the intersection of the new street and Burning Tree Drive.

ARTICLE 3 – TIME

- 3.1: The services to be rendered by the City and by Moorings Park shall be performed and completed in accordance with the project schedule attached hereto and made a part hereof as Exhibit A. Time is of the essence with respect to the performance of this agreement.
- 3.2: Should either the City or Moorings Park be obstructed or delayed in the performance and completion of their obligations as a result of unforeseeable causes beyond the control of the City or Moorings Park and not due to its own fault or neglect then the City and Moorings Park shall revise Exhibit A to reflect such delays. Both parties agree that no penalties or fees shall be exacted due to delays.

ARTICLE 4 – IDEMNIFICATION

- 4.1: The City acknowledges that the general conditions of any construction contract shall include language satisfactory to the City's attorney in which the contractor agrees to hold harmless and to defend the City and Moorings Park, its agents and employees from all suits and actions including attorney's fees and all cost of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed here under.

ARTICLE 5 – NOTICES AND ADDRESS OF RECORD

- 5.1: All notices required or made pursuant to this agreement, shall be given to the City and to Moorings Park in writing and shall be delivered by hand or by US Postal Service First Class Mail addressed to the following:

Office of the City Manager
City of Naples
735 Eight Street South
Naples, FL 34102-3796

Guenther Gosch, CEO
Moorings Park
120 Moorings Park Drive
Naples, FL 34105

- 5.2: Should either party change its address of record, then notification shall be given to the other party. Failure to provide notification of change of address has no impact on the requirements and obligations of all parties contained in this agreement.

ARTICLE 6 – APPLICABLE LAW

- 6.1: Unless otherwise specified, this agreement shall be governed by the laws, rules and regulations of the State of Florida. Any suite or action brought by either party to this agreement against the other party, relating

to or arising out of this agreement, must be brought in the appropriate Florida State court in Collier County Florida.

In witness and agreement to the conditions hereof, the parties have executed this agreement by their authorize representatives this day and year as attested above.

City of Naples a municipal corporation
Dr. Robert E. Lee, City Manager

Attest by:

Approved as to form and legality by:

Robert D. Pritt, City Attorney

Moorings Park
Guenther Gosch, CEO

Attest by: