

## RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR VCDD NO 1

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Villages Community Development District No.1, hereinafter referred to as "District".

WHEREAS, the District is a government entity created pursuant to Chapter 190, Florida Statutes, to provide services to residents and land owners located within the development known as The Villages of Lake-Sumter, Inc., hereinafter referred to as "The Villages;" and

WHEREAS, under various Development Orders, certain roads within The Villages are designated as public roads and upon acceptance by the County become subject to partial county maintenance while other roads located within the development are private roads maintained by the District; and

WHEREAS, at any time during the period of this Agreement, the City of Wildwood takes over maintenance of a particular road or group of roads then that section will be removed from this Agreement; and

WHEREAS, certain collector rights-of-way within the District are heavily landscaped, irrigated, and fertilized, and involve the planting of special grasses, flowers and annuals, shrubs, decorative trees and other landscape materials not commonly found on County rights-of-way, and as to which the County has no responsibility for maintenance pursuant to terms and provisions of the Development Orders; and

WHEREAS, the County, through its Public Works Division, does not and is not obligated to provide the type of intensity of maintenance and landscaping on these certain collector public rights-of-way as that preferred in The Villages, and in the past the County has contracted with the District to provide County routine landscape maintenance outside the pavement of the roads as the County would perform on County roads, and

WHEREAS, the County will retain sole maintenance responsibility for areas within the edges of pavement or within the outside edge of curbing (where there are curbs) for purposes of periodic maintenance and repair such as striping and re-paving on the roads identified in the Agreement; and

WHEREAS, the District will have sole responsibility for performance of routine maintenance of the rights-of-way outside the pavement and curbing on the roads identified in the Agreement, and for median areas on those roads; and

WHEREAS, the parties desire to enter into an agreement to set forth the respective landscape maintenance responsibilities in which the County will reimburse the

District each quarter for the cost of County required landscape maintenance on certain collector rights-of-way of the county roads enumerated herein located within the District. In return therefore, the District will provide to the County documentation of such landscape maintenance and costs, of those county rights-of-way; and any maintenance of landscaping done in addition thereto, or landscaping added thereon or on any rights-of-way not enumerated herein shall be the sole responsibility of the District.

1. Right-of-Way Landscape Maintenance Reimbursement

- a. The following County collector roads (only the sections of these roads that are not maintained thru other means such as the golf course, recreation centers, other District owned property, or residents that mow to the edge of pavement (or curb) shall be the subject of the landscape maintenance reimbursement portion of this Agreement, and only sections of the named roads in the Annex may be added during the term of this Agreement, and then only subsequent to acceptance by the County for maintenance after the two year warranty period.

See attached Annex 1.

- b. For the purpose of this Agreement, the phrase “landscape maintenance outside the pavement or edge of curb,” that is the work for which the County shall reimburse the District , shall mean:
  - i. Mowing, hard edging, trimming, and clean up of the grassed areas
  - ii. Bed edging
  - iii. 70% of weekly weed control
  - iv. 50% of tree fertilization
  - v. 100% of tree trimming, including trimming limbs of both decorative and non-decorative trees that impair safe driving, and which are lower than 16’ above the pavement.
- c. For the purpose of this Agreement, the “landscape maintenance outside the edge of pavement of edge of curb” shall not include, that is the work for which the County will not reimburse the District the following:
  - i. Shrubs and flowers
  - ii. Fertilization of shrubs and flowers
  - iii. Pine straw
  - iv. Irrigation
  - v. 30% of weekly weed control
  - vi. 50% of tree fertilization
- d. For fiscal years 13 – 17 which begins October 1, 2012, the County will reimburse the District the documented actual costs not to exceed \$29,409.92 (see Annex 2), for their landscape maintenance efforts, for up

to 36 iterations of services per year, for providing landscape maintenance of the rights-of-way outside the edge of pavement of the above described roads (paragraph 1) upon receipt of said documentation. This amount is estimated from the County's cost of \$293.34 per affected mile for 2 lane collectors per iteration and \$439.99 per affected mile for 4 lane collectors per iteration. Requests for reimbursement shall be submitted quarterly with documentation of actual costs.

2. The County will conduct or pay for all maintenance, repairs, striping and re-paving on the above described roads, within the curb from the edge of pavement to the edge of pavement or from the outside edge of curb.
3. The District will pay for all maintenance of the rights-of-way outside the pavement or edge of curb and for median areas on the above subject roads and shall be solely responsible for all storm water drainage and retention systems located outside the right-of-way of the above subject roads. The County agrees to perform any maintenance or repair of any storm water drainage structures within the right-of-way of the above subject road(s) with the understanding the District agrees to perform any such maintenance repair of any storm water or drainage structures within such right-of-way upon notification by Sumter County that Sumter County Public Works Division is unable to perform such maintenance or repair. The District shall bill the County for time and materials incurred in any such maintenance or repair. The County shall have its engineer review the maintenance and repair, as well as any billing, for completeness, good workmanship and reasonableness prior to payment.
4. The District shall provide; or cause to be provided by others; all maintenance of the right-of-way, repair of any storm water or drainage structures or system located outside the right-of-way of all other County roads not listed in paragraph 1, and located within the District of the VCDD.
5. The parties acknowledge the District has constructed and installed various shrubs, plants and flowers as well as irrigation systems within the right-of-way and the parties agree the District shall be solely responsible for maintaining any such additional landscaping and irrigation systems. The District is authorized and required to maintain, replace, reconstruct and do all acts necessary to maintain the right-of-way they have previously maintained without further permit or authorization from the County. The County does, however, reserve the right to require any changes in the landscaping which constitute a safety hazard to the public. Under such circumstances, the County shall notify the District of any such problem and request the District to modify the situation involved to eliminate any such safety hazard. If the District does not correct the situation in a timely manner, the County may do so and bill the District for any costs incurred.

The County, as owner of the entire right-of-way, is responsible for all settlements or depressions occurring therein. However, if the settlement/depression is caused, or partially caused, by the District in its performance of its obligations as set forth in this agreement, the District shall be responsible to repair, or reimburse the County for repair, of said settlement/depression to the extent the District caused the same to occur.

6. The term of this agreement is five (5) years commencing October 1, 2012. The District agrees to contract for right of way landscape maintenance for a minimum of three (3) years, in which the rates are fixed, and may only be adjusted by market value during the bidding process upon contract renewal. The parties agree that the CPI will not be applied.

THIS AGREEMENT is executed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest: GLORIA R. HAYWARD  
COMMISSIONERS CLERK

BOARD OF COUNTY  
SUMTER COUNTY

& AUDITOR

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Garry Breedon, Chairman

Attest:

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
NO. 1

By \_\_\_\_\_  
Secretary Chairman

By \_\_\_\_\_  
Allie DeBenedittis, Chairman

## Sumter County-Village Community Development District #1 Right-of-Way Maintenance Mileage

DISTRICT	ROADWAY	LANES	TOTAL MILES	DISTRICT MAINTENANCE	CHANGE IN SUMTER COUNTY RESPONSIBILITY
1	Morse Blvd	2	2.785	2.785	0.000

ANNEX 2

	2 Lane	4 Lane	Mows	VC	SC Revised	VC	SC (Rev)	VC	SC (Rev)
VC Proposed	370.3	555.44	36						
SC Revised Proposal	293.3365	439.9938	36						
				<b>Annual Cost Per Mile</b>		<b>4-Lane Unit Cost</b>	<b>SC (Rev)</b>	<b>VC</b>	<b>SC (Rev)</b>
Mowing, Hard Edge, Trim & Clean up	13064.73	13064.73		13064.73		362.91	362.91	241.94	241.94
Bed Edge	165.82	165.82		165.82		4.61	5.53	3.07	3.69
Weekly Weed Control	2874.18	1989.816923		1989.816923		79.84	55.27385	53.23	36.85154
Prune Shrubs (Shrubs/Flowers/Straw)	2945.45	0		0		81.82	0	54.55	0
Prune Grape Myrtles	226.91	226.91		226.91		6.3	6.3	4.2	4.2
Tree and Shrub Fertilization	718.55	359.275		359.275		19.96	9.98	13.31	6.655
						555.44	439.9938	370.3	293.3365

Calculation Per Mile Per District and 466

	2-Lane Mi	4-Lane Mi	Total Mi	VC Cost	SC (Rev) Cost
District 1	2.785	0	2.785	37126.278	29409.92135
District 2	0	3.359	3.359	67166.02656	53205.81585
District 3	0	1.968	1.968	39351.81312	31172.68401
District 5	1.48	5.22	6.70	124107.8688	98312.61434
C466 District 5	0	3.38	3.38	67585.9392	53538.4512
District 6	2.04	2.68	4.72	80783.6832	63993.24166
District 7	0.49	3.58	4.07	78117.1992	61880.86343
District 9	0	0.67	0.67	13397.2128	10612.65157
District 10	0	1.89	1.89	37832.12928	29968.86085
<b>Total Cost</b>				\$ 545,468.15	\$ 432,095.10

\$ (113,373.05)

**RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR VCDD NO 2**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Villages Community Development District No.2, hereinafter referred to as "District".

WHEREAS, the District is a government entity created pursuant to Chapter 190, Florida Statutes, to provide services to residents and land owners located within the development known as The Villages of Lake-Sumter, Inc., hereinafter referred to as "The Villages;" and

WHEREAS, under various Development Orders, certain roads within The Villages are designated as public roads and upon acceptance by the County become subject to partial county maintenance while other roads located within the development are private roads maintained by the District; and

WHEREAS, at any time during the period of this Agreement, the City of Wildwood takes over maintenance of a particular road or group of roads then that section will be removed from this Agreement; and

WHEREAS, certain collector rights-of-way within the District are heavily landscaped, irrigated, and fertilized, and involve the planting of special grasses, flowers and annuals, shrubs, decorative trees and other landscape materials not commonly found on County rights-of-way, and as to which the County has no responsibility for maintenance pursuant to terms and provisions of the Development Orders; and

WHEREAS, the County, through its Public Works Division, does not and is not obligated to provide the type of intensity of maintenance and landscaping on these certain collector public rights-of-way as that preferred in The Villages, and in the past the County has contracted with the District to provide County routine landscape maintenance outside the pavement of the roads as the County would perform on County roads, and

WHEREAS, the County will retain sole maintenance responsibility for areas within the edges of pavement or within the outside edge of curbing (where there are curbs) for purposes of periodic maintenance and repair such as striping and re-paving on the roads identified in the Agreement; and

WHEREAS, the District will have sole responsibility for performance of routine maintenance of the rights-of-way outside the pavement and curbing on the roads identified in the Agreement, and for median areas on those roads; and

WHEREAS, the parties desire to enter into an agreement to set forth the respective landscape maintenance responsibilities in which the County will reimburse the

District each quarter for the cost of County required landscape maintenance on certain collector rights-of-way of the county roads enumerated herein located within the District. In return therefore, the District will provide to the County documentation of such landscape maintenance and costs, of those county rights-of-way; and any maintenance of landscaping done in addition thereto, or landscaping added thereon or on any rights-of-way not enumerated herein shall be the sole responsibility of the District.

#### 1. Right-of-Way Landscape Maintenance Reimbursement

- a. The following County collector roads (only the sections of these roads that are not maintained thru other means such as the golf course, recreation centers, other District owned property, or residents that mow to the edge of pavement (or curb) shall be the subject of the landscape maintenance reimbursement portion of this Agreement, and only sections of the named roads in the Annex may be added during the term of this Agreement, and then only subsequent to acceptance by the County for maintenance after the two year warranty period.

See attached Annex 1.

- b. For the purpose of this Agreement, the phrase “landscape maintenance outside the pavement or edge of curb,” that is the work for which the County shall reimburse the District , shall mean:
  - i. Mowing, hard edging, trimming, and clean up of the grassed areas
  - ii. Bed edging
  - iii. 70% of weekly weed control
  - iv. 50% of tree fertilization
  - v. 100% of tree trimming, including trimming limbs of both decorative and non-decorative trees that impair safe driving, and which are lower than 16’ above the pavement.
- c. For the purpose of this Agreement, the “landscape maintenance outside the edge of pavement of edge of curb” shall not include, that is the work for which the County will not reimburse the District the following:
  - i. Shrubs and flowers
  - ii. Fertilization of shrubs and flowers
  - iii. Pine straw
  - iv. Irrigation
  - v. 30% of weekly weed control
  - vi. 50% of tree fertilization
- d. For fiscal years 13 – 17 which begins October 1, 2012, the County will reimburse the District the documented actual costs not to exceed \$53,205.82 (see Annex 2), for their landscape maintenance efforts, for up

to 36 iterations of services per year, for providing landscape maintenance of the rights-of-way outside the edge of pavement of the above described roads (paragraph 1) upon receipt of said documentation. This amount is estimated from the County's cost of \$293.34 per affected mile for 2 lane collectors per iteration and \$439.99 per affected mile for 4 lane collectors per iteration. Requests for reimbursement shall be submitted quarterly with documentation of actual costs.

2. The County will conduct or pay for all maintenance, repairs, striping and re-paving on the above described roads, within the curb from the edge of pavement to the edge of pavement or from the outside edge of curb.
3. The District will pay for all maintenance of the rights-of-way outside the pavement or edge of curb and for median areas on the above subject roads and shall be solely responsible for all storm water drainage and retention systems located outside the right-of-way of the above subject roads. The County agrees to perform any maintenance or repair of any storm water drainage structures within the right-of-way of the above subject road(s) with the understanding the District agrees to perform any such maintenance repair of any storm water or drainage structures within such right-of-way upon notification by Sumter County that Sumter County Public Works Division is unable to perform such maintenance or repair. The District shall bill the County for time and materials incurred in any such maintenance or repair. The County shall have its engineer review the maintenance and repair, as well as any billing, for completeness, good workmanship and reasonableness prior to payment.
4. The District shall provide; or cause to be provided by others; all maintenance of the right-of-way, repair of any storm water or drainage structures or system located outside the right-of-way of all other County roads not listed in paragraph 1, and located within the District of the VCDD.
5. The parties acknowledge the District has constructed and installed various shrubs, plants and flowers as well as irrigation systems within the right-of-way and the parties agree the District shall be solely responsible for maintaining any such additional landscaping and irrigation systems. The District is authorized and required to maintain, replace, reconstruct and do all acts necessary to maintain the right-of-way they have previously maintained without further permit or authorization from the County. The County does, however, reserve the right to require any changes in the landscaping which constitute a safety hazard to the public. Under such circumstances, the County shall notify the District of any such problem and request the District to modify the situation involved to eliminate any such safety hazard. If the District does not correct the situation in a timely manner, the County may do so and bill the District for any costs incurred.

The County, as owner of the entire right-of-way, is responsible for all settlements or depressions occurring therein. However, if the settlement/depression is caused, or partially caused, by the District in its performance of its obligations as set forth in this agreement, the District shall be responsible to repair, or reimburse the County for repair, of said settlement/depression to the extent the District caused the same to occur.

6. The term of this agreement is five (5) years commencing October 1, 2012. The District agrees to contract for right of way landscape maintenance for a minimum of three (3) years, in which the rates are fixed, and may only be adjusted by market value during the bidding process upon contract renewal. The parties agree that the CPI will not be applied.

THIS AGREEMENT is executed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest: GLORIA R. HAYWARD  
COMMISSIONERS CLERK

BOARD OF COUNTY  
SUMTER COUNTY

& AUDITOR

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Garry Breeden, Chairman

Attest:

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
NO. 2

By \_\_\_\_\_  
Secretary Chairman

By \_\_\_\_\_  
Ed Nowe, Chairman

**Sumter County-Village Community Development District #2 Right-of-Way Maintenance Mileage**

<b>DISTRICT</b>	<b>ROADWAY</b>	<b>LANES</b>	<b>TOTAL MILES</b>	<b>DISTRICT MAINTENANCE</b>	<b>CHANGE IN SUMTER COUNTY RESPONSIBILITY</b>
2	El Camino Real	4	3.359	3.359	0.000

ANNEX 2

	2 Lane	4 Lane	Mows	VC	SC Revised	VC	SC (Rev)	VC	SC (Rev)
				Annual Cost Per Mile		4-Lane Unit Cost		2-Lane Unit Cost	
VC Proposed	370.3	555.44	36	13064.73	13064.73	362.91	362.91	241.94	241.94
SC Revised Proposal	293.3365	439.9938	36	165.82	165.82	4.61	5.53	3.07	3.69
Mowing, Hard Edge, Trim & Clean up				2874.18	1989.816923	79.84	55.27385	53.23	36.85154
Bed Edge				2945.45	0	81.82	0	54.55	0
Weekly Weed Control				226.91	226.91	6.3	6.3	4.2	4.2
Prune Shrubs (Shrubs/Flowers/Straw)				718.55	359.275	19.96	9.98	13.31	6.655
Prune Grape Myrtles						555.44	439.9938	370.3	293.3365
Tree and Shrub Fertilization									

Calculation Per Mile Per District and 466

	2-Lane Mi	4-Lane Mi	Total Mi	VC Cost	SC (Rev) Cost
District 1	2.785	0	2.785	37126.278	29409.92135
District 2	0	3.359	3.359	67166.02656	53205.81585
District 3	0	1.968	1.968	39351.81312	31172.68401
District 5	1.48	5.22	6.70	124107.8688	98312.61434
C466 District 5	0	3.38	3.38	67585.9392	53538.4512
District 6	2.04	2.68	4.72	80783.6832	63993.24166
District 7	0.49	3.58	4.07	78117.1992	61880.86343
District 9	0	0.67	0.67	13397.2128	10612.65157
District 10	0	1.89	1.89	37832.12928	29968.86085
<b>Total Cost</b>				\$ 545,468.15	\$ 432,095.10
					\$ (113,373.05)

### **RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR VCDD NO 3**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Villages Community Development District No.3, hereinafter referred to as "District".

WHEREAS, the District is a government entity created pursuant to Chapter 190, Florida Statutes, to provide services to residents and land owners located within the development known as The Villages of Lake-Sumter, Inc., hereinafter referred to as "The Villages;" and

WHEREAS, under various Development Orders, certain roads within The Villages are designated as public roads and upon acceptance by the County become subject to partial county maintenance while other roads located within the development are private roads maintained by the District; and

WHEREAS, at any time during the period of this Agreement, the City of Wildwood takes over maintenance of a particular road or group of roads then that section will be removed from this Agreement; and

WHEREAS, certain collector rights-of-way within the District are heavily landscaped, irrigated, and fertilized, and involve the planting of special grasses, flowers and annuals, shrubs, decorative trees and other landscape materials not commonly found on County rights-of-way, and as to which the County has no responsibility for maintenance pursuant to terms and provisions of the Development Orders; and

WHEREAS, the County, through its Public Works Division, does not and is not obligated to provide the type of intensity of maintenance and landscaping on these certain collector public rights-of-way as that preferred in The Villages, and in the past the County has contracted with the District to provide County routine landscape maintenance outside the pavement of the roads as the County would perform on County roads, and

WHEREAS, the County will retain sole maintenance responsibility for areas within the edges of pavement or within the outside edge of curbing (where there are curbs) for purposes of periodic maintenance and repair such as striping and re-paving on the roads identified in the Agreement; and

WHEREAS, the District will have sole responsibility for performance of routine maintenance of the rights-of-way outside the pavement and curbing on the roads identified in the Agreement, and for median areas on those roads; and

WHEREAS, the parties desire to enter into an agreement to set forth the respective landscape maintenance responsibilities in which the County will reimburse the

District each quarter for the cost of County required landscape maintenance on certain collector rights-of-way of the county roads enumerated herein located within the District. In return therefore, the District will provide to the County documentation of such landscape maintenance and costs, of those county rights-of-way; and any maintenance of landscaping done in addition thereto, or landscaping added thereon or on any rights-of-way not enumerated herein shall be the sole responsibility of the District.

1. Right-of-Way Landscape Maintenance Reimbursement

- a. The following County collector roads (only the sections of these roads that are not maintained thru other means such as the golf course, recreation centers, other District owned property, or residents that mow to the edge of pavement (or curb) shall be the subject of the landscape maintenance reimbursement portion of this Agreement, and only sections of the named roads in the Annex may be added during the term of this Agreement, and then only subsequent to acceptance by the County for maintenance after the two year warranty period.

See attached Annex 1.

- b. For the purpose of this Agreement, the phrase “landscape maintenance outside the pavement or edge of curb,” that is the work for which the County shall reimburse the District , shall mean:
  - i. Mowing, hard edging, trimming, and clean up of the grassed areas
  - ii. Bed edging
  - iii. 70% of weekly weed control
  - iv. 50% of tree fertilization
  - v. 100% of tree trimming, including trimming limbs of both decorative and non-decorative trees that impair safe driving, and which are lower than 16’ above the pavement.
- c. For the purpose of this Agreement, the “landscape maintenance outside the edge of pavement of edge of curb” shall not include, that is the work for which the County will not reimburse the District the following:
  - i. Shrubs and flowers
  - ii. Fertilization of shrubs and flowers
  - iii. Pine straw
  - iv. Irrigation
  - v. 30% of weekly weed control
  - vi. 50% of tree fertilization
- d. For fiscal years 13 – 17 which begins October 1, 2012, the County will reimburse the District the documented actual costs not to exceed \$31,172.68 (see Annex 2), for their landscape maintenance efforts, for up

to 36 iterations of services per year, for providing landscape maintenance of the rights-of-way outside the edge of pavement of the above described roads (paragraph 1) upon receipt of said documentation. This amount is estimated from the County's cost of \$293.34 per affected mile for 2 lane collectors per iteration and \$439.99 per affected mile for 4 lane collectors per iteration. Requests for reimbursement shall be submitted quarterly with documentation of actual costs.

2. The County will conduct or pay for all maintenance, repairs, striping and re-paving on the above described roads, within the curb from the edge of pavement to the edge of pavement or from the outside edge of curb.
3. The District will pay for all maintenance of the rights-of-way outside the pavement or edge of curb and for median areas on the above subject roads and shall be solely responsible for all storm water drainage and retention systems located outside the right-of-way of the above subject roads. The County agrees to perform any maintenance or repair of any storm water drainage structures within the right-of-way of the above subject road(s) with the understanding the District agrees to perform any such maintenance repair of any storm water or drainage structures within such right-of-way upon notification by Sumter County that Sumter County Public Works Division is unable to perform such maintenance or repair. The District shall bill the County for time and materials incurred in any such maintenance or repair. The County shall have its engineer review the maintenance and repair, as well as any billing, for completeness, good workmanship and reasonableness prior to payment.
4. The District shall provide; or cause to be provided by others; all maintenance of the right-of-way, repair of any storm water or drainage structures or system located outside the right-of-way of all other County roads not listed in paragraph 1, and located within the District of the VCDD.
5. The parties acknowledge the District has constructed and installed various shrubs, plants and flowers as well as irrigation systems within the right-of-way and the parties agree the District shall be solely responsible for maintaining any such additional landscaping and irrigation systems. The District is authorized and required to maintain, replace, reconstruct and do all acts necessary to maintain the right-of-way they have previously maintained without further permit or authorization from the County. The County does, however, reserve the right to require any changes in the landscaping which constitute a safety hazard to the public. Under such circumstances, the County shall notify the District of any such problem and request the District to modify the situation involved to eliminate any such safety hazard. If the District does not correct the situation in a timely manner, the County may do so and bill the District for any costs incurred.

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6. The term of this agreement is five (5) years commencing October 1, 2012. The District agrees to contract for right of way landscape maintenance for a minimum of three (3) years, in which the rates are fixed, and may only be adjusted by market value during the bidding process upon contract renewal. The parties agree that the CPI will not be applied.

THIS AGREEMENT is executed the \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

Attest: GLORIA R. HAYWARD  
COMMISSIONERS CLERK

BOARD OF COUNTY  
SUMTER COUNTY

& AUDITOR

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Garry Breedon, Chairman

Attest:

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
NO. 3

By \_\_\_\_\_  
Secretary Chairman

By \_\_\_\_\_  
Charlie Cook, Chairman

**Sumter County-Village Community Development District #3 Right-of-Way Maintenance Mileage**

<b>DISTRICT</b>	<b>ROADWAY</b>	<b>LANES</b>	<b>TOTAL MILES</b>	<b>DISTRICT MAINTENANCE</b>	<b>CHANGE IN SUMTER COUNTY RESPONSIBILITY</b>
3	Buena Vista Blvd	4	1.968	1.968	0.000

ANNEX 2

	2 Lane	4 Lane	Mows	VC	SC Revised	VC	SC (Rev)	VC	SC (Rev)
VC Proposed	370.3	555.44	36						
SC Revised Proposal	293.3365	439.9938	36						
				<b>VC</b>	<b>SC Revised</b>	<b>VC</b>	<b>SC (Rev)</b>	<b>VC</b>	<b>SC (Rev)</b>
				<b>Annual Cost Per Mile</b>	<b>Annual Cost Per Mile</b>	<b>4-Lane Unit Cost</b>	<b>4-Lane Unit Cost</b>	<b>2-Lane Unit Cost</b>	<b>2-Lane Unit Cost</b>
Mowing, Hard Edge, Trim & Clean up				13064.73	13064.73	362.91	362.91	241.94	241.94
Bed Edge				165.82	165.82	4.61	5.53	3.07	3.69
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Prune Shrubs (Shrubs/Flowers/Straw)				2945.45	0	81.82	0	54.55	0
Prune Grape Myrtles				226.91	226.91	6.3	6.3	4.2	4.2
Tree and Shrub Fertilization				718.55	359.275	19.96	9.98	13.31	6.655
						555.44	439.9938	370.3	293.3365

Calculation Per Mile Per District and 466

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District 5	1.48	5.22	6.70	124107.8688	98312.61434
C466 District 5	0	3.38	3.38	67585.9392	53538.4512
District 6	2.04	2.68	4.72	80783.6832	63993.24166
District 7	0.49	3.58	4.07	78117.1992	61880.86343
District 9	0	0.67	0.67	13397.2128	10612.65157
District 10	0	1.89	1.89	37832.12928	29968.86085
<b>Total Cost</b>				<b>\$ 545,468.15</b>	<b>\$ 432,095.10</b>
					<b>\$ (113,373.05)</b>

## **RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR VCDD NO 5**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Villages Community Development District No.5, hereinafter referred to as "District".

WHEREAS, the District is a government entity created pursuant to Chapter 190, Florida Statutes, to provide services to residents and land owners located within the development known as The Villages of Lake-Sumter, Inc., hereinafter referred to as "The Villages;" and

WHEREAS, under various Development Orders, certain roads within The Villages are designated as public roads and upon acceptance by the County become subject to partial county maintenance while other roads located within the development are private roads maintained by the District; and

WHEREAS, at any time during the period of this Agreement, the City of Wildwood takes over maintenance of a particular road or group of roads then that section will be removed from this Agreement; and

WHEREAS, certain collector rights-of-way within the District are heavily landscaped, irrigated, and fertilized, and involve the planting of special grasses, flowers and annuals, shrubs, decorative trees and other landscape materials not commonly found on County rights-of-way, and as to which the County has no responsibility for maintenance pursuant to terms and provisions of the Development Orders; and

WHEREAS, the County, through its Public Works Division, does not and is not obligated to provide the type of intensity of maintenance and landscaping on these certain collector public rights-of-way as that preferred in The Villages, and in the past the County has contracted with the District to provide County routine landscape maintenance outside the pavement of the roads as the County would perform on County roads, and

WHEREAS, the County will retain sole maintenance responsibility for areas within the edges of pavement or within the outside edge of curbing (where there are curbs) for purposes of periodic maintenance and repair such as striping and re-paving on the roads identified in the Agreement; and

WHEREAS, the District will have sole responsibility for performance of routine maintenance of the rights-of-way outside the pavement and curbing on the roads identified in the Agreement, and for median areas on those roads; and

WHEREAS, the parties desire to enter into an agreement to set forth the respective landscape maintenance responsibilities in which the County will reimburse the

District each quarter for the cost of County required landscape maintenance on certain collector rights-of-way of the county roads enumerated herein located within the District. In return therefore, the District will provide to the County documentation of such landscape maintenance and costs, of those county rights-of-way; and any maintenance of landscaping done in addition thereto, or landscaping added thereon or on any rights-of-way not enumerated herein shall be the sole responsibility of the District.

1. Right-of-Way Landscape Maintenance Reimbursement

- a. The following County collector roads (only the sections of these roads that are not maintained thru other means such as the golf course, recreation centers, other District owned property, or residents that mow to the edge of pavement (or curb) shall be the subject of the landscape maintenance reimbursement portion of this Agreement, and only sections of the named roads in the Annex may be added during the term of this Agreement, and then only subsequent to acceptance by the County for maintenance after the two year warranty period.

See attached Annex 1.

- b. For the purpose of this Agreement, the phrase “landscape maintenance outside the pavement or edge of curb,” that is the work for which the County shall reimburse the District , shall mean:
  - i. Mowing, hard edging, trimming, and clean up of the grassed areas
  - ii. Bed edging
  - iii. 70% of weekly weed control
  - iv. 50% of tree fertilization
  - v. 100% of tree trimming, including trimming limbs of both decorative and non-decorative trees that impair safe driving, and which are lower than 16’ above the pavement.
- c. For the purpose of this Agreement, the “landscape maintenance outside the edge of pavement of edge of curb” shall not include, that is the work for which the County will not reimburse the District the following:
  - i. Shrubs and flowers
  - ii. Fertilization of shrubs and flowers
  - iii. Pine straw
  - iv. Irrigation
  - v. 30% of weekly weed control
  - vi. 50% of tree fertilization
- d. For fiscal years 13 – 17 which begins October 1, 2012, the County will reimburse the District the documented actual costs not to exceed \$98,312.61 (see Annex 2), for their landscape maintenance efforts, for up

to 36 iterations of services per year, for providing landscape maintenance of the rights-of-way outside the edge of pavement of the above described roads (paragraph 1) upon receipt of said documentation. This amount is estimated from the County's cost of \$293.34 per affected mile for 2 lane collectors per iteration and \$439.99 per affected mile for 4 lane collectors per iteration. Requests for reimbursement shall be submitted quarterly with documentation of actual costs.

2. The County will conduct or pay for all maintenance, repairs, striping and re-paving on the above described roads, within the curb from the edge of pavement to the edge of pavement or from the outside edge of curb.
3. The District will pay for all maintenance of the rights-of-way outside the pavement or edge of curb and for median areas on the above subject roads and shall be solely responsible for all storm water drainage and retention systems located outside the right-of-way of the above subject roads. The County agrees to perform any maintenance or repair of any storm water drainage structures within the right-of-way of the above subject road(s) with the understanding the District agrees to perform any such maintenance repair of any storm water or drainage structures within such right-of-way upon notification by Sumter County that Sumter County Public Works Division is unable to perform such maintenance or repair. The District shall bill the County for time and materials incurred in any such maintenance or repair. The County shall have its engineer review the maintenance and repair, as well as any billing, for completeness, good workmanship and reasonableness prior to payment.
4. The District shall provide; or cause to be provided by others; all maintenance of the right-of-way, repair of any storm water or drainage structures or system located outside the right-of-way of all other County roads not listed in paragraph 1, and located within the District of the VCDD.
5. The parties acknowledge the District has constructed and installed various shrubs, plants and flowers as well as irrigation systems within the right-of-way and the parties agree the District shall be solely responsible for maintaining any such additional landscaping and irrigation systems. The District is authorized and required to maintain, replace, reconstruct and do all acts necessary to maintain the right-of-way they have previously maintained without further permit or authorization from the County. The County does, however, reserve the right to require any changes in the landscaping which constitute a safety hazard to the public. Under such circumstances, the County shall notify the District of any such problem and request the District to modify the situation involved to eliminate any such safety hazard. If the District does not correct the situation in a timely manner, the County may do so and bill the District for any costs incurred.

The County, as owner of the entire right-of-way, is responsible for all settlements or depressions occurring therein. However, if the settlement/depression is caused, or partially caused, by the District in its performance of its obligations as set forth in this agreement, the District shall be responsible to repair, or reimburse the County for repair, of said settlement/depression to the extent the District caused the same to occur.

6. The term of this agreement is five (5) years commencing October 1, 2012. The District agrees to contract for right of way landscape maintenance for a minimum of three (3) years, in which the rates are fixed, and may only be adjusted by market value during the bidding process upon contract renewal. The parties agree that the CPI will not be applied.

THIS AGREEMENT is executed the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest: GLORIA R. HAYWARD  
COMMISSIONERS CLERK

BOARD OF COUNTY  
SUMTER COUNTY

& AUDITOR

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Garry Breeden, Chairman

Attest:

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
NO. 5

By \_\_\_\_\_  
Secretary Chairman

By \_\_\_\_\_  
Ron Kaissling, Chairman

## Sumter County-Village Community Development District #5 Right-of-Way Maintenance Mileage

DISTRICT	ROADWAY	LANES	TOTAL MILES	DISTRICT MAINTENANCE	CHANGE IN SUMTER COUNTY RESPONSIBILITY
5	Bailey Trail Phase I	2	1.07	0.13	0.94
5	Bailey Trail Phase II	2	1.07	0.12	0.95
5	Belvedere Blvd	2	1.65	0.51	1.14
5	Lynn Haven	2	0.26	0.26	0.00
5	Churchill Downs	2	1.64	0.46	1.18
5/PW	Rainey Trail	4	0.46	0.31	0.15
5/PW	472 North & South Side	4	1.31	0.66	0.65
5/PW	Buena Vista Blvd Phase I	4	1.13	1.13	0.00
5/PW	Buena Vista Blvd Phase II	4	1.59	1.59	0.00
5/PW	Buena Vista Blvd Phase III-1	4	1.53	1.53	0.00
	<b>TOTAL</b>		<b>11.71</b>	<b>6.70</b>	<b>5.01</b>

ANNEX 2

	2 Lane	4 Lane	Mows	VC	SC Revised	VC	SC (Rev)	VC	SC (Rev)
	370.3	555.44	36	13064.73	13064.73	13064.73	362.91	241.94	241.94
	293.3365	439.9938	36	165.82	165.82	165.82	4.61	3.07	3.69
				2874.18	1989.816923	2874.18	79.84	53.23	36.85154
				2945.45	0	2945.45	81.82	54.55	0
				226.91	226.91	226.91	6.3	4.2	4.2
				718.55	359.275	718.55	19.96	13.31	6.655
							555.44	370.3	293.3365

Calculation Per Mile Per District and 466

	2-Lane Mi	4-Lane Mi	Total Mi	VC Cost	SC (Rev) Cost
District 1	2.785	0	2.785	37126.278	29409.92135
District 2	0	3.359	3.359	67166.02656	53205.81585
District 3	0	1.968	1.968	39351.81312	31172.68401
District 5	1.48	5.22	6.70	124107.8688	98312.61434
C466 District 5	0	3.38	3.38	67585.9392	53538.4512
District 6	2.04	2.68	4.72	80783.6832	63993.24166
District 7	0.49	3.58	4.07	78117.1992	61880.86343
District 9	0	0.67	0.67	13397.2128	10612.65157
District 10	0	1.89	1.89	37832.12928	29968.86085
<b>Total Cost</b>				\$ 545,468.15	\$ 432,095.10
					\$ (113,373.05)

**RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR VCDD NO 5 C466**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Villages Community Development District No.5 C466, hereinafter referred to as "District".

WHEREAS, the District is a government entity created pursuant to Chapter 190, Florida Statutes, to provide services to residents and land owners located within the development known as The Villages of Lake-Sumter, Inc., hereinafter referred to as "The Villages;" and

WHEREAS, under various Development Orders, certain roads within The Villages are designated as public roads and upon acceptance by the County become subject to partial county maintenance while other roads located within the development are private roads maintained by the District; and

WHEREAS, at any time during the period of this Agreement, the City of Wildwood takes over maintenance of a particular road or group of roads then that section will be removed from this Agreement; and

WHEREAS, certain collector rights-of-way within the District are heavily landscaped, irrigated, and fertilized, and involve the planting of special grasses, flowers and annuals, shrubs, decorative trees and other landscape materials not commonly found on County rights-of-way, and as to which the County has no responsibility for maintenance pursuant to terms and provisions of the Development Orders; and

WHEREAS, the County, through its Public Works Division, does not and is not obligated to provide the type of intensity of maintenance and landscaping on these certain collector public rights-of-way as that preferred in The Villages, and in the past the County has contracted with the District to provide County routine landscape maintenance outside the pavement of the roads as the County would perform on County roads, and

WHEREAS, the County will retain sole maintenance responsibility for areas within the edges of pavement or within the outside edge of curbing (where there are curbs) for purposes of periodic maintenance and repair such as striping and re-paving on the roads identified in the Agreement; and

WHEREAS, the District will have sole responsibility for performance of routine maintenance of the rights-of-way outside the pavement and curbing on the roads identified in the Agreement, and for median areas on those roads; and

WHEREAS, the parties desire to enter into an agreement to set forth the respective landscape maintenance responsibilities in which the County will reimburse the

District each quarter for the cost of County required landscape maintenance on certain collector rights-of-way of the county roads enumerated herein located within the District. In return therefore, the District will provide to the County documentation of such landscape maintenance and costs, of those county rights-of-way; and any maintenance of landscaping done in addition thereto, or landscaping added thereon or on any rights-of-way not enumerated herein shall be the sole responsibility of the District.

1. Right-of-Way Landscape Maintenance Reimbursement

- a. The following County collector roads (only the sections of these roads that are not maintained thru other means such as the golf course, recreation centers, other District owned property, or residents that mow to the edge of pavement (or curb) shall be the subject of the landscape maintenance reimbursement portion of this Agreement, and only sections of the named roads in the Annex may be added during the term of this Agreement, and then only subsequent to acceptance by the County for maintenance after the two year warranty period.

See attached Annex 1.

- b. For the purpose of this Agreement, the phrase “landscape maintenance outside the pavement or edge of curb,” that is the work for which the County shall reimburse the District , shall mean:
  - i. Mowing, hard edging, trimming, and clean up of the grassed areas
  - ii. Bed edging
  - iii. 70% of weekly weed control
  - iv. 50% of tree fertilization
  - v. 100% of tree trimming, including trimming limbs of both decorative and non-decorative trees that impair safe driving, and which are lower than 16’ above the pavement.
- c. For the purpose of this Agreement, the “landscape maintenance outside the edge of pavement of edge of curb” shall not include, that is the work for which the County will not reimburse the District the following:
  - i. Shrubs and flowers
  - ii. Fertilization of shrubs and flowers
  - iii. Pine straw
  - iv. Irrigation
  - v. 30% of weekly weed control
  - vi. 50% of tree fertilization
- d. For fiscal years 13 – 17 which begins October 1, 2012, the County will reimburse the District the documented actual costs not to exceed \$53,538.45 (see Annex 2), for their landscape maintenance efforts, for up

to 36 iterations of services per year, for providing landscape maintenance of the rights-of-way outside the edge of pavement of the above described roads (paragraph 1) upon receipt of said documentation. This amount is estimated from the County's cost of \$293.34 per affected mile for 2 lane collectors per iteration and \$439.99 per affected mile for 4 lane collectors per iteration. Requests for reimbursement shall be submitted quarterly with documentation of actual costs.

2. The County will conduct or pay for all maintenance, repairs, striping and re-paving on the above described roads, within the curb from the edge of pavement to the edge of pavement or from the outside edge of curb.
3. The District will pay for all maintenance of the rights-of-way outside the pavement or edge of curb and for median areas on the above subject roads and shall be solely responsible for all storm water drainage and retention systems located outside the right-of-way of the above subject roads. The County agrees to perform any maintenance or repair of any storm water drainage structures within the right-of-way of the above subject road(s) with the understanding the District agrees to perform any such maintenance repair of any storm water or drainage structures within such right-of-way upon notification by Sumter County that Sumter County Public Works Division is unable to perform such maintenance or repair. The District shall bill the County for time and materials incurred in any such maintenance or repair. The County shall have its engineer review the maintenance and repair, as well as any billing, for completeness, good workmanship and reasonableness prior to payment.
4. The District shall provide; or cause to be provided by others; all maintenance of the right-of-way, repair of any storm water or drainage structures or system located outside the right-of-way of all other County roads not listed in paragraph 1, and located within the District of the VCDD.
5. The parties acknowledge the District has constructed and installed various shrubs, plants and flowers as well as irrigation systems within the right-of-way and the parties agree the District shall be solely responsible for maintaining any such additional landscaping and irrigation systems. The District is authorized and required to maintain, replace, reconstruct and do all acts necessary to maintain the right-of-way they have previously maintained without further permit or authorization from the County. The County does, however, reserve the right to require any changes in the landscaping which constitute a safety hazard to the public. Under such circumstances, the County shall notify the District of any such problem and request the District to modify the situation involved to eliminate any such safety hazard. If the District does not correct the situation in a timely manner, the County may do so and bill the District for any costs incurred.

The County, as owner of the entire right-of-way, is responsible for all settlements or depressions occurring therein. However, if the settlement/depression is caused, or partially caused, by the District in its performance of its obligations as set forth in this agreement, the District shall be responsible to repair, or reimburse the County for repair, of said settlement/depression to the extent the District caused the same to occur.

6. The term of this agreement is five (5) years commencing October 1, 2012. The District agrees to contract for right of way landscape maintenance for a minimum of three (3) years, in which the rates are fixed, and may only be adjusted by market value during the bidding process upon contract renewal. The parties agree that the CPI will not be applied.

THIS AGREEMENT is executed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest: GLORIA R. HAYWARD  
COMMISSIONERS CLERK

BOARD OF COUNTY  
SUMTER COUNTY

& AUDITOR

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Garry Breedon, Chairman

Attest:

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
NO. 5

By \_\_\_\_\_  
Secretary Chairman

By \_\_\_\_\_  
Ron Kaissling, Chairman

**Sumter County-Village Community Development District Right-of-Way Maintenance Mileage**

<b>DISTRICT</b>	<b>ROADWAY</b>	<b>LANES</b>	<b>TOTAL MILES</b>	<b>DISTRICT MAINTENANCE</b>	<b>CHANGE IN SUMTER COUNTY RESPONSIBILITY</b>
5-466	CR466 -Lake Co Line to CR 101	4	4.00	3.38	0.62
	<b>TOTAL</b>		<b>4.00</b>	<b>3.38</b>	<b>0.62</b>

ANNEX 2

	2 Lane	4 Lane	Mows	VC	SC Revised	VC	SC (Rev)	VC	SC (Rev)
	370.3	555.44	36	13064.73	13064.73	13064.73	362.91	241.94	241.94
	293.3365	439.9938	36	165.82	165.82	165.82	4.61	3.07	3.69
				2874.18	1989.816923	2874.18	79.84	53.23	36.85154
				2945.45	0	2945.45	81.82	54.55	0
				226.91	226.91	226.91	6.3	4.2	4.2
				718.55	359.275	718.55	19.96	13.31	6.655
							555.44	370.3	293.3365

Calculation Per Mile Per District and 466

	2-Lane Mi	4-Lane Mi	Total Mi	VC Cost	SC (Rev) Cost
District 1	2.785	0	2.785	37126.278	29409.92135
District 2	0	3.359	3.359	67166.02656	53205.81585
District 3	0	1.968	1.968	39351.81312	31172.68401
District 5	1.48	5.22	6.70	124107.8688	98312.61434
C466 District 5	0	3.38	3.38	67585.9392	53538.4512
District 6	2.04	2.68	4.72	80783.6832	63993.24166
District 7	0.49	3.58	4.07	78117.1992	61880.86343
District 9	0	0.67	0.67	13397.2128	10612.65157
District 10	0	1.89	1.89	37832.12928	29968.86085
<b>Total Cost</b>				\$ 545,468.15	\$ 432,095.10

\$ (113,373.05)

**RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR VCDD NO 6**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Villages Community Development District No.6, hereinafter referred to as "District".

WHEREAS, the District is a government entity created pursuant to Chapter 190, Florida Statutes, to provide services to residents and land owners located within the development known as The Villages of Lake-Sumter, Inc., hereinafter referred to as "The Villages;" and

WHEREAS, under various Development Orders, certain roads within The Villages are designated as public roads and upon acceptance by the County become subject to partial county maintenance while other roads located within the development are private roads maintained by the District; and

WHEREAS, at any time during the period of this Agreement, the City of Wildwood takes over maintenance of a particular road or group of roads then that section will be removed from this Agreement; and

WHEREAS, certain collector rights-of-way within the District are heavily landscaped, irrigated, and fertilized, and involve the planting of special grasses, flowers and annuals, shrubs, decorative trees and other landscape materials not commonly found on County rights-of-way, and as to which the County has no responsibility for maintenance pursuant to terms and provisions of the Development Orders; and

WHEREAS, the County, through its Public Works Division, does not and is not obligated to provide the type of intensity of maintenance and landscaping on these certain collector public rights-of-way as that preferred in The Villages, and in the past the County has contracted with the District to provide County routine landscape maintenance outside the pavement of the roads as the County would perform on County roads, and

WHEREAS, the County will retain sole maintenance responsibility for areas within the edges of pavement or within the outside edge of curbing (where there are curbs) for purposes of periodic maintenance and repair such as striping and re-paving on the roads identified in the Agreement; and

WHEREAS, the District will have sole responsibility for performance of routine maintenance of the rights-of-way outside the pavement and curbing on the roads identified in the Agreement, and for median areas on those roads; and

WHEREAS, the parties desire to enter into an agreement to set forth the respective landscape maintenance responsibilities in which the County will reimburse the

District each quarter for the cost of County required landscape maintenance on certain collector rights-of-way of the county roads enumerated herein located within the District. In return therefore, the District will provide to the County documentation of such landscape maintenance and costs, of those county rights-of-way; and any maintenance of landscaping done in addition thereto, or landscaping added thereon or on any rights-of-way not enumerated herein shall be the sole responsibility of the District.

1. Right-of-Way Landscape Maintenance Reimbursement

- a. The following County collector roads (only the sections of these roads that are not maintained thru other means such as the golf course, recreation centers, other District owned property, or residents that mow to the edge of pavement (or curb) shall be the subject of the landscape maintenance reimbursement portion of this Agreement, and only sections of the named roads in the Annex may be added during the term of this Agreement, and then only subsequent to acceptance by the County for maintenance after the two year warranty period.

See attached Annex 1.

- b. For the purpose of this Agreement, the phrase “landscape maintenance outside the pavement or edge of curb,” that is the work for which the County shall reimburse the District , shall mean:
  - i. Mowing, hard edging, trimming, and clean up of the grassed areas
  - ii. Bed edging
  - iii. 70% of weekly weed control
  - iv. 50% of tree fertilization
  - v. 100% of tree trimming, including trimming limbs of both decorative and non-decorative trees that impair safe driving, and which are lower than 16’ above the pavement.
- c. For the purpose of this Agreement, the “landscape maintenance outside the edge of pavement of edge of curb” shall not include, that is the work for which the County will not reimburse the District the following:
  - i. Shrubs and flowers
  - ii. Fertilization of shrubs and flowers
  - iii. Pine straw
  - iv. Irrigation
  - v. 30% of weekly weed control
  - vi. 50% of tree fertilization
- d. For fiscal years 13 – 17 which begins October 1, 2012, the County will reimburse the District the documented actual costs not to exceed \$63,993.24 (see Annex 2), for their landscape maintenance efforts, for up

to 36 iterations of services per year, for providing landscape maintenance of the rights-of-way outside the edge of pavement of the above described roads (paragraph 1) upon receipt of said documentation. This amount is estimated from the County's cost of \$293.34 per affected mile for 2 lane collectors per iteration and \$439.99 per affected mile for 4 lane collectors per iteration. Requests for reimbursement shall be submitted quarterly with documentation of actual costs.

2. The County will conduct or pay for all maintenance, repairs, striping and re-paving on the above described roads, within the curb from the edge of pavement to the edge of pavement or from the outside edge of curb.
3. The District will pay for all maintenance of the rights-of-way outside the pavement or edge of curb and for median areas on the above subject roads and shall be solely responsible for all storm water drainage and retention systems located outside the right-of-way of the above subject roads. The County agrees to perform any maintenance or repair of any storm water drainage structures within the right-of-way of the above subject road(s) with the understanding the District agrees to perform any such maintenance repair of any storm water or drainage structures within such right-of-way upon notification by Sumter County that Sumter County Public Works Division is unable to perform such maintenance or repair. The District shall bill the County for time and materials incurred in any such maintenance or repair. The County shall have its engineer review the maintenance and repair, as well as any billing, for completeness, good workmanship and reasonableness prior to payment.
4. The District shall provide; or cause to be provided by others; all maintenance of the right-of-way, repair of any storm water or drainage structures or system located outside the right-of-way of all other County roads not listed in paragraph 1, and located within the District of the VCDD.
5. The parties acknowledge the District has constructed and installed various shrubs, plants and flowers as well as irrigation systems within the right-of-way and the parties agree the District shall be solely responsible for maintaining any such additional landscaping and irrigation systems. The District is authorized and required to maintain, replace, reconstruct and do all acts necessary to maintain the right-of-way they have previously maintained without further permit or authorization from the County. The County does, however, reserve the right to require any changes in the landscaping which constitute a safety hazard to the public. Under such circumstances, the County shall notify the District of any such problem and request the District to modify the situation involved to eliminate any such safety hazard. If the District does not correct the situation in a timely manner, the County may do so and bill the District for any costs incurred.

The County, as owner of the entire right-of-way, is responsible for all settlements or depressions occurring therein. However, if the settlement/depression is caused, or partially caused, by the District in its performance of its obligations as set forth in this agreement, the District shall be responsible to repair, or reimburse the County for repair, of said settlement/depression to the extent the District caused the same to occur.

6. The term of this agreement is five (5) years commencing October 1, 2012. The District agrees to contract for right of way landscape maintenance for a minimum of three (3) years, in which the rates are fixed, and may only be adjusted by market value during the bidding process upon contract renewal. The parties agree that the CPI will not be applied.

THIS AGREEMENT is executed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest: GLORIA R. HAYWARD  
COMMISSIONERS CLERK

BOARD OF COUNTY  
SUMTER COUNTY

& AUDITOR

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Garry Breeden, Chairman

Attest:

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
NO. 6

By \_\_\_\_\_  
Secretary Chairman

By \_\_\_\_\_  
Sally Moss, Chairman

## Sumter County-Village Community Development District #6 Right-of-Way Maintenance Mileage

DISTRICT	ROADWAY	LANES	TOTAL MILES	DISTRICT MAINTENANCE	CHANGE IN SUMTER COUNTY RESPONSIBILITY
6	Canal Phase I	2	0.89	0.35	0.54
6	Odell Phase I	2	0.55	0.15	0.40
6	Odell Phase II	2	1.02	0.15	0.87
6	Stillwater Phase I & II	2	2.37	0.73	1.64
6/PW	Morse Blvd Phase I	2	0.99	0.66	0.33
6/PW	Morse Blvd Phase II	4	0.97	0.97	0.00
6/PW	Morse Blvd Phase III	4	1.01	1.01	0.00
6/PW	Stillwater Blvd	4	0.70	0.70	0.00
	<b>TOTAL</b>		<b>8.50</b>	<b>4.72</b>	<b>3.78</b>

ANNEX 2

	2 Lane	4 Lane	Mows	VC	SC Revised	VC	SC (Rev)	VC	SC (Rev)
	370.3	555.44	36	13064.73	13064.73	13064.73	362.91	241.94	241.94
	293.3365	439.9938	36	165.82	165.82	165.82	4.61	3.07	3.69
				2874.18	1989.816923	2874.18	79.84	53.23	36.85154
				2945.45	0	2945.45	81.82	54.55	0
				226.91	226.91	226.91	6.3	4.2	4.2
				718.55	359.275	718.55	19.96	13.31	6.655
							555.44	370.3	293.3365

Calculation Per Mile Per District and 466

	2-Lane Mi	4-Lane Mi	Total Mi	VC Cost	SC (Rev) Cost
District 1	2.785	0	2.785	37126.278	29409.92135
District 2	0	3.359	3.359	67166.02656	53205.81585
District 3	0	1.968	1.968	39351.81312	31172.68401
District 5	1.48	5.22	6.70	124107.8688	98312.61434
C466 District 5	0	3.38	3.38	67585.9392	53538.4512
District 6	2.04	2.68	4.72	80783.6832	63993.24166
District 7	0.49	3.58	4.07	78117.1992	61880.86343
District 9	0	0.67	0.67	13397.2128	10612.65157
District 10	0	1.89	1.89	37832.12928	29968.86085
<b>Total Cost</b>				\$ 545,468.15	\$ 432,095.10
					\$ (113,373.05)

**RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR VCDD NO 7**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Villages Community Development District No.7, hereinafter referred to as "District".

WHEREAS, the District is a government entity created pursuant to Chapter 190, Florida Statutes, to provide services to residents and land owners located within the development known as The Villages of Lake-Sumter, Inc., hereinafter referred to as "The Villages;" and

WHEREAS, under various Development Orders, certain roads within The Villages are designated as public roads and upon acceptance by the County become subject to partial county maintenance while other roads located within the development are private roads maintained by the District; and

WHEREAS, at any time during the period of this Agreement, the City of Wildwood takes over maintenance of a particular road or group of roads then that section will be removed from this Agreement; and

WHEREAS, certain collector rights-of-way within the District are heavily landscaped, irrigated, and fertilized, and involve the planting of special grasses, flowers and annuals, shrubs, decorative trees and other landscape materials not commonly found on County rights-of-way, and as to which the County has no responsibility for maintenance pursuant to terms and provisions of the Development Orders; and

WHEREAS, the County, through its Public Works Division, does not and is not obligated to provide the type of intensity of maintenance and landscaping on these certain collector public rights-of-way as that preferred in The Villages, and in the past the County has contracted with the District to provide County routine landscape maintenance outside the pavement of the roads as the County would perform on County roads, and

WHEREAS, the County will retain sole maintenance responsibility for areas within the edges of pavement or within the outside edge of curbing (where there are curbs) for purposes of periodic maintenance and repair such as striping and re-paving on the roads identified in the Agreement; and

WHEREAS, the District will have sole responsibility for performance of routine maintenance of the rights-of-way outside the pavement and curbing on the roads identified in the Agreement, and for median areas on those roads; and

WHEREAS, the parties desire to enter into an agreement to set forth the respective landscape maintenance responsibilities in which the County will reimburse the

District each quarter for the cost of County required landscape maintenance on certain collector rights-of-way of the county roads enumerated herein located within the District. In return therefore, the District will provide to the County documentation of such landscape maintenance and costs, of those county rights-of-way; and any maintenance of landscaping done in addition thereto, or landscaping added thereon or on any rights-of-way not enumerated herein shall be the sole responsibility of the District.

1. Right-of-Way Landscape Maintenance Reimbursement

- a. The following County collector roads (only the sections of these roads that are not maintained thru other means such as the golf course, recreation centers, other District owned property, or residents that mow to the edge of pavement (or curb) shall be the subject of the landscape maintenance reimbursement portion of this Agreement, and only sections of the named roads in the Annex may be added during the term of this Agreement, and then only subsequent to acceptance by the County for maintenance after the two year warranty period.

See attached Annex 1.

- b. For the purpose of this Agreement, the phrase “landscape maintenance outside the pavement or edge of curb,” that is the work for which the County shall reimburse the District , shall mean:
  - i. Mowing, hard edging, trimming, and clean up of the grassed areas
  - ii. Bed edging
  - iii. 70% of weekly weed control
  - iv. 50% of tree fertilization
  - v. 100% of tree trimming, including trimming limbs of both decorative and non-decorative trees that impair safe driving, and which are lower than 16’ above the pavement.
- c. For the purpose of this Agreement, the “landscape maintenance outside the edge of pavement of edge of curb” shall not include, that is the work for which the County will not reimburse the District the following:
  - i. Shrubs and flowers
  - ii. Fertilization of shrubs and flowers
  - iii. Pine straw
  - iv. Irrigation
  - v. 30% of weekly weed control
  - vi. 50% of tree fertilization
- d. For fiscal years 13 – 17 which begins October 1, 2012, the County will reimburse the District the documented actual costs not to exceed \$61,880.86 (see Annex 2), for their landscape maintenance efforts, for up

to 36 iterations of services per year, for providing landscape maintenance of the rights-of-way outside the edge of pavement of the above described roads (paragraph 1) upon receipt of said documentation. This amount is estimated from the County's cost of \$293.34 per affected mile for 2 lane collectors per iteration and \$439.99 per affected mile for 4 lane collectors per iteration. Requests for reimbursement shall be submitted quarterly with documentation of actual costs.

2. The County will conduct or pay for all maintenance, repairs, striping and re-paving on the above described roads, within the curb from the edge of pavement to the edge of pavement or from the outside edge of curb.
3. The District will pay for all maintenance of the rights-of-way outside the pavement or edge of curb and for median areas on the above subject roads and shall be solely responsible for all storm water drainage and retention systems located outside the right-of-way of the above subject roads. The County agrees to perform any maintenance or repair of any storm water drainage structures within the right-of-way of the above subject road(s) with the understanding the District agrees to perform any such maintenance repair of any storm water or drainage structures within such right-of-way upon notification by Sumter County that Sumter County Public Works Division is unable to perform such maintenance or repair. The District shall bill the County for time and materials incurred in any such maintenance or repair. The County shall have its engineer review the maintenance and repair, as well as any billing, for completeness, good workmanship and reasonableness prior to payment.
4. The District shall provide; or cause to be provided by others; all maintenance of the right-of-way, repair of any storm water or drainage structures or system located outside the right-of-way of all other County roads not listed in paragraph 1, and located within the District of the VCDD.
5. The parties acknowledge the District has constructed and installed various shrubs, plants and flowers as well as irrigation systems within the right-of-way and the parties agree the District shall be solely responsible for maintaining any such additional landscaping and irrigation systems. The District is authorized and required to maintain, replace, reconstruct and do all acts necessary to maintain the right-of-way they have previously maintained without further permit or authorization from the County. The County does, however, reserve the right to require any changes in the landscaping which constitute a safety hazard to the public. Under such circumstances, the County shall notify the District of any such problem and request the District to modify the situation involved to eliminate any such safety hazard. If the District does not correct the situation in a timely manner, the County may do so and bill the District for any costs incurred.

The County, as owner of the entire right-of-way, is responsible for all settlements or depressions occurring therein. However, if the settlement/depression is caused, or partially caused, by the District in its performance of its obligations as set forth in this agreement, the District shall be responsible to repair, or reimburse the County for repair, of said settlement/depression to the extent the District caused the same to occur.

6. The term of this agreement is five (5) years commencing October 1, 2012. The District agrees to contract for right of way landscape maintenance for a minimum of three (3) years, in which the rates are fixed, and may only be adjusted by market value during the bidding process upon contract renewal. The parties agree that the CPI will not be applied.

THIS AGREEMENT is executed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest: GLORIA R. HAYWARD  
COMMISSIONERS CLERK

BOARD OF COUNTY  
SUMTER COUNTY

& AUDITOR

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Garry Breedon, Chairman

Attest:

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
NO. 7

By \_\_\_\_\_  
Secretary Chairman

By \_\_\_\_\_  
Niles Gotz, Chairman

**Sumter County-Village Community Development District #7 Right-of-Way Maintenance Mileage**

<b>DISTRICT</b>	<b>ROADWAY</b>	<b>LANES</b>	<b>TOTAL MILES</b>	<b>DISTRICT MAINTENANCE</b>	<b>CHANGE IN SUMTER COUNTY RESPONSIBILITY</b>
7	Canal St.-Phase III	2	0.77	0.17	0.60
7	Odell Cir.-Phase V	2	0.79	0.32	0.47
7/PW	Buena Vista Blvd-Phase III-2 & IV	4	0.66	0.66	0.00
7/PW	CR466A	4	3.02	2.92	0.10
	<b>TOTAL</b>		<b>5.24</b>	<b>4.07</b>	<b>1.17</b>

ANNEX 2

	2 Lane	4 Lane	Mows	VC	SC Revised	VC	SC (Rev)	VC	SC (Rev)
VC Proposed	370.3	555.44	36						
SC Revised Proposal	293.3365	439.9938	36						
				<b>VC</b>	<b>SC Revised</b>	<b>VC</b>	<b>SC (Rev)</b>	<b>VC</b>	<b>SC (Rev)</b>
				<b>Annual Cost Per Mile</b>				<b>2-Lane Unit Cost</b>	
Mowing, Hard Edge, Trim & Clean up	13064.73			13064.73				362.91	362.91
Bed Edge	165.82			165.82				4.61	5.53
Weekly Weed Control	2874.18			1989.816923				79.84	55.27385
Prune Shrubs (Shrubs/Flowers/Straw)	2945.45			0				81.82	0
Prune Grape Myrtles	226.91			226.91				6.3	6.3
Tree and Shrub Fertilization	718.55			359.275				19.96	9.98
								555.44	439.9938
								370.3	293.3365

Calculation Per Mile Per District and 466

	2-Lane Mi	4-Lane Mi	Total Mi	VC Cost	SC (Rev) Cost
District 1	2.785	0	2.785	37126.278	29409.92135
District 2	0	3.359	3.359	67166.02656	53205.81585
District 3	0	1.968	1.968	39351.81312	31172.68401
District 5	1.48	5.22	6.70	124107.8688	98312.61434
C466 District 5	0	3.38	3.38	67585.9392	53538.4512
District 6	2.04	2.68	4.72	80783.6832	63993.24166
District 7	0.49	3.58	4.07	78117.1992	61880.86343
District 9	0	0.67	0.67	13397.2128	10612.65157
District 10	0	1.89	1.89	37832.12928	29968.86085
<b>Total Cost</b>				<b>\$ 545,468.15</b>	<b>\$ 432,095.10</b>
					<b>\$ (113,373.05)</b>

## RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR VCDD NO 9

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Villages Community Development District No.9, hereinafter referred to as "District".

WHEREAS, the District is a government entity created pursuant to Chapter 190, Florida Statutes, to provide services to residents and land owners located within the development known as The Villages of Lake-Sumter, Inc., hereinafter referred to as "The Villages;" and

WHEREAS, under various Development Orders, certain roads within The Villages are designated as public roads and upon acceptance by the County become subject to partial county maintenance while other roads located within the development are private roads maintained by the District; and

WHEREAS, at any time during the period of this Agreement, the City of Wildwood takes over maintenance of a particular road or group of roads then that section will be removed from this Agreement; and

WHEREAS, certain collector rights-of-way within the District are heavily landscaped, irrigated, and fertilized, and involve the planting of special grasses, flowers and annuals, shrubs, decorative trees and other landscape materials not commonly found on County rights-of-way, and as to which the County has no responsibility for maintenance pursuant to terms and provisions of the Development Orders; and

WHEREAS, the County, through its Public Works Division, does not and is not obligated to provide the type of intensity of maintenance and landscaping on these certain collector public rights-of-way as that preferred in The Villages, and in the past the County has contracted with the District to provide County routine landscape maintenance outside the pavement of the roads as the County would perform on County roads, and

WHEREAS, the County will retain sole maintenance responsibility for areas within the edges of pavement or within the outside edge of curbing (where there are curbs) for purposes of periodic maintenance and repair such as striping and re-paving on the roads identified in the Agreement; and

WHEREAS, the District will have sole responsibility for performance of routine maintenance of the rights-of-way outside the pavement and curbing on the roads identified in the Agreement, and for median areas on those roads; and

WHEREAS, the parties desire to enter into an agreement to set forth the respective landscape maintenance responsibilities in which the County will reimburse the

District each quarter for the cost of County required landscape maintenance on certain collector rights-of-way of the county roads enumerated herein located within the District. In return therefore, the District will provide to the County documentation of such landscape maintenance and costs, of those county rights-of-way; and any maintenance of landscaping done in addition thereto, or landscaping added thereon or on any rights-of-way not enumerated herein shall be the sole responsibility of the District.

1. Right-of-Way Landscape Maintenance Reimbursement

- a. The following County collector roads (only the sections of these roads that are not maintained thru other means such as the golf course, recreation centers, other District owned property, or residents that mow to the edge of pavement (or curb) shall be the subject of the landscape maintenance reimbursement portion of this Agreement, and only sections of the named roads in the Annex may be added during the term of this Agreement, and then only subsequent to acceptance by the County for maintenance after the two year warranty period.

See attached Annex 1.

- b. For the purpose of this Agreement, the phrase “landscape maintenance outside the pavement or edge of curb,” that is the work for which the County shall reimburse the District , shall mean:
  - i. Mowing, hard edging, trimming, and clean up of the grassed areas
  - ii. Bed edging
  - iii. 70% of weekly weed control
  - iv. 50% of tree fertilization
  - v. 100% of tree trimming, including trimming limbs of both decorative and non-decorative trees that impair safe driving, and which are lower than 16’ above the pavement.
- c. For the purpose of this Agreement, the “landscape maintenance outside the edge of pavement of edge of curb” shall not include, that is the work for which the County will not reimburse the District the following:
  - i. Shrubs and flowers
  - ii. Fertilization of shrubs and flowers
  - iii. Pine straw
  - iv. Irrigation
  - v. 30% of weekly weed control
  - vi. 50% of tree fertilization
- d. For fiscal years 13 – 17 which begins October 1, 2012, the County will reimburse the District the documented actual costs not to exceed \$10,612.65 (see Annex 2), for their landscape maintenance efforts, for up

to 36 iterations of services per year, for providing landscape maintenance of the rights-of-way outside the edge of pavement of the above described roads (paragraph 1) upon receipt of said documentation. This amount is estimated from the County's cost of \$293.34 per affected mile for 2 lane collectors per iteration and \$439.99 per affected mile for 4 lane collectors per iteration. Requests for reimbursement shall be submitted quarterly with documentation of actual costs.

2. The County will conduct or pay for all maintenance, repairs, striping and re-paving on the above described roads, within the curb from the edge of pavement to the edge of pavement or from the outside edge of curb.
3. The District will pay for all maintenance of the rights-of-way outside the pavement or edge of curb and for median areas on the above subject roads and shall be solely responsible for all storm water drainage and retention systems located outside the right-of-way of the above subject roads. The County agrees to perform any maintenance or repair of any storm water drainage structures within the right-of-way of the above subject road(s) with the understanding the District agrees to perform any such maintenance repair of any storm water or drainage structures within such right-of-way upon notification by Sumter County that Sumter County Public Works Division is unable to perform such maintenance or repair. The District shall bill the County for time and materials incurred in any such maintenance or repair. The County shall have its engineer review the maintenance and repair, as well as any billing, for completeness, good workmanship and reasonableness prior to payment.
4. The District shall provide; or cause to be provided by others; all maintenance of the right-of-way, repair of any storm water or drainage structures or system located outside the right-of-way of all other County roads not listed in paragraph 1, and located within the District of the VCDD.
5. The parties acknowledge the District has constructed and installed various shrubs, plants and flowers as well as irrigation systems within the right-of-way and the parties agree the District shall be solely responsible for maintaining any such additional landscaping and irrigation systems. The District is authorized and required to maintain, replace, reconstruct and do all acts necessary to maintain the right-of-way they have previously maintained without further permit or authorization from the County. The County does, however, reserve the right to require any changes in the landscaping which constitute a safety hazard to the public. Under such circumstances, the County shall notify the District of any such problem and request the District to modify the situation involved to eliminate any such safety hazard. If the District does not correct the situation in a timely manner, the County may do so and bill the District for any costs incurred.

The County, as owner of the entire right-of-way, is responsible for all settlements or depressions occurring therein. However, if the settlement/depression is caused, or partially caused, by the District in its performance of its obligations as set forth in this agreement, the District shall be responsible to repair, or reimburse the County for repair, of said settlement/depression to the extent the District caused the same to occur.

6. The term of this agreement is five (5) years commencing October 1, 2012. The District agrees to contract for right of way landscape maintenance for a minimum of three (3) years, in which the rates are fixed, and may only be adjusted by market value during the bidding process upon contract renewal. The parties agree that the CPI will not be applied.

THIS AGREEMENT is executed the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest: GLORIA R. HAYWARD  
COMMISSIONERS CLERK

BOARD OF COUNTY  
SUMTER COUNTY

& AUDITOR

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Garry Breeden, Chairman

Attest:

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
NO. 9

By \_\_\_\_\_  
Secretary Chairman

By \_\_\_\_\_  
Scott Renick, Chairman



ANNEX 2

	2 Lane	4 Lane	Mows	VC	SC Revised	VC	SC (Rev)	VC	SC (Rev)
	370.3	555.44	36	13064.73	13064.73	362.91	362.91	241.94	241.94
	293.3365	439.9938	36	165.82	165.82	4.61	5.53	3.07	3.69
				2874.18	1989.816923	79.84	55.27385	53.23	36.85154
				2945.45	0	81.82	0	54.55	0
				226.91	226.91	6.3	6.3	4.2	4.2
				718.55	359.275	19.96	9.98	13.31	6.655
						555.44	439.9938	370.3	293.3365

Calculation Per Mile Per District and 466

	2-Lane Mi	4-Lane Mi	Total Mi	VC Cost	SC (Rev) Cost
District 1	2.785	0	2.785	37126.278	29409.92135
District 2	0	3.359	3.359	67166.02656	53205.81585
District 3	0	1.968	1.968	39351.81312	31172.68401
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District 6	2.04	2.68	4.72	80783.6832	63993.24166
District 7	0.49	3.58	4.07	78117.1992	61880.86343
District 9	0	0.67	0.67	13397.2128	10612.65157
District 10	0	1.89	1.89	37832.12928	29968.86085
<b>Total Cost</b>				\$ 545,468.15	\$ 432,095.10
					\$ (113,373.05)

## RIGHT-OF-WAY MAINTENANCE AGREEMENT FOR VCDD NO 10

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Villages Community Development District No.10, hereinafter referred to as "District".

WHEREAS, the District is a government entity created pursuant to Chapter 190, Florida Statutes, to provide services to residents and land owners located within the development known as The Villages of Lake-Sumter, Inc., hereinafter referred to as "The Villages;" and

WHEREAS, under various Development Orders, certain roads within The Villages are designated as public roads and upon acceptance by the County become subject to partial county maintenance while other roads located within the development are private roads maintained by the District; and

WHEREAS, at any time during the period of this Agreement, the City of Wildwood takes over maintenance of a particular road or group of roads then that section will be removed from this Agreement; and

WHEREAS, certain collector rights-of-way within the District are heavily landscaped, irrigated, and fertilized, and involve the planting of special grasses, flowers and annuals, shrubs, decorative trees and other landscape materials not commonly found on County rights-of-way, and as to which the County has no responsibility for maintenance pursuant to terms and provisions of the Development Orders; and

WHEREAS, the County, through its Public Works Division, does not and is not obligated to provide the type of intensity of maintenance and landscaping on these certain collector public rights-of-way as that preferred in The Villages, and in the past the County has contracted with the District to provide County routine landscape maintenance outside the pavement of the roads as the County would perform on County roads, and

WHEREAS, the County will retain sole maintenance responsibility for areas within the edges of pavement or within the outside edge of curbing (where there are curbs) for purposes of periodic maintenance and repair such as striping and re-paving on the roads identified in the Agreement; and

WHEREAS, the District will have sole responsibility for performance of routine maintenance of the rights-of-way outside the pavement and curbing on the roads identified in the Agreement, and for median areas on those roads; and

WHEREAS, the parties desire to enter into an agreement to set forth the respective landscape maintenance responsibilities in which the County will reimburse the

District each quarter for the cost of County required landscape maintenance on certain collector rights-of-way of the county roads enumerated herein located within the District. In return therefore, the District will provide to the County documentation of such landscape maintenance and costs, of those county rights-of-way; and any maintenance of landscaping done in addition thereto, or landscaping added thereon or on any rights-of-way not enumerated herein shall be the sole responsibility of the District.

1. Right-of-Way Landscape Maintenance Reimbursement

- a. The following County collector roads (only the sections of these roads that are not maintained thru other means such as the golf course, recreation centers, other District owned property, or residents that mow to the edge of pavement (or curb) shall be the subject of the landscape maintenance reimbursement portion of this Agreement, and only sections of the named roads in the Annex may be added during the term of this Agreement, and then only subsequent to acceptance by the County for maintenance after the two year warranty period.

See attached Annex 1.

- b. For the purpose of this Agreement, the phrase "landscape maintenance outside the pavement or edge of curb," that is the work for which the County shall reimburse the District , shall mean:
  - i. Mowing, hard edging, trimming, and clean up of the grassed areas
  - ii. Bed edging
  - iii. 70% of weekly weed control
  - iv. 50% of tree fertilization
  - v. 100% of tree trimming, including trimming limbs of both decorative and non-decorative trees that impair safe driving, and which are lower than 16' above the pavement.
- c. For the purpose of this Agreement, the "landscape maintenance outside the edge of pavement of edge of curb" shall not include, that is the work for which the County will not reimburse the District the following:
  - i. Shrubs and flowers
  - ii. Fertilization of shrubs and flowers
  - iii. Pine straw
  - iv. Irrigation
  - v. 30% of weekly weed control
  - vi. 50% of tree fertilization
- d. For fiscal years 13 – 17 which begins October 1, 2012, the County will reimburse the District the documented actual costs not to exceed \$29,968.86 (see Annex 2), for their landscape maintenance efforts, for up

to 36 iterations of services per year, for providing landscape maintenance of the rights-of-way outside the edge of pavement of the above described roads (paragraph 1) upon receipt of said documentation. This amount is estimated from the County's cost of \$293.34 per affected mile for 2 lane collectors per iteration and \$439.99 per affected mile for 4 lane collectors per iteration. Requests for reimbursement shall be submitted quarterly with documentation of actual costs.

2. The County will conduct or pay for all maintenance, repairs, striping and re-paving on the above described roads, within the curb from the edge of pavement to the edge of pavement or from the outside edge of curb.
3. The District will pay for all maintenance of the rights-of-way outside the pavement or edge of curb and for median areas on the above subject roads and shall be solely responsible for all storm water drainage and retention systems located outside the right-of-way of the above subject roads. The County agrees to perform any maintenance or repair of any storm water drainage structures within the right-of-way of the above subject road(s) with the understanding the District agrees to perform any such maintenance repair of any storm water or drainage structures within such right-of-way upon notification by Sumter County that Sumter County Public Works Division is unable to perform such maintenance or repair. The District shall bill the County for time and materials incurred in any such maintenance or repair. The County shall have its engineer review the maintenance and repair, as well as any billing, for completeness, good workmanship and reasonableness prior to payment.
4. The District shall provide; or cause to be provided by others; all maintenance of the right-of-way, repair of any storm water or drainage structures or system located outside the right-of-way of all other County roads not listed in paragraph 1, and located within the District of the VCDD.
5. The parties acknowledge the District has constructed and installed various shrubs, plants and flowers as well as irrigation systems within the right-of-way and the parties agree the District shall be solely responsible for maintaining any such additional landscaping and irrigation systems. The District is authorized and required to maintain, replace, reconstruct and do all acts necessary to maintain the right-of-way they have previously maintained without further permit or authorization from the County. The County does, however, reserve the right to require any changes in the landscaping which constitute a safety hazard to the public. Under such circumstances, the County shall notify the District of any such problem and request the District to modify the situation involved to eliminate any such safety hazard. If the District does not correct the situation in a timely manner, the County may do so and bill the District for any costs incurred.

The County, as owner of the entire right-of-way, is responsible for all settlements or depressions occurring therein. However, if the settlement/depression is caused, or partially caused, by the District in its performance of its obligations as set forth in this agreement, the District shall be responsible to repair, or reimburse the County for repair, of said settlement/depression to the extent the District caused the same to occur.

6. The term of this agreement is five (5) years commencing October 1, 2012. The District agrees to contract for right of way landscape maintenance for a minimum of three (3) years, in which the rates are fixed, and may only be adjusted by market value during the bidding process upon contract renewal. The parties agree that the CPI will not be applied.

THIS AGREEMENT is executed the \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

Attest: GLORIA R. HAYWARD  
COMMISSIONERS CLERK

BOARD OF COUNTY  
SUMTER COUNTY

& AUDITOR

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Garry Breeden, Chairman

Attest:

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
NO. 10

By \_\_\_\_\_  
Secretary Chairman

By \_\_\_\_\_  
Dennis Stradinger, Chairman

**Sumter County-Village Community Development District #10 Right-of-Way Maintenance Mileage**

<b>DISTRICT</b>	<b>ROADWAY</b>	<b>LANES</b>	<b>TOTAL MILES</b>	<b>DISTRICT MAINTENANCE</b>	<b>CHANGE IN SUMTER COUNTY RESPONSIBILITY</b>
10	S. Buena Vista Blvd-from Pinellas PI to CR44A	4	1.40	1.40	0.00
10	CR44A-from S. Buena Vista Blvd to Powell Rd	4	0.492	0.492	0.00
10	S. Morse Blvd-from Hillsborough Trail to E. CR44A <small>1/2016</small>	4			
10	Hillsborough Trail-from S.Morse Blvd to End Phase III <small>10/2015</small>	2			

ANNEX 2

	2 Lane	4 Lane	Mows	VC	SC Revised	VC	SC (Rev)	VC	SC (Rev)
VC Proposed	370.3	555.44	36						
SC Revised Proposal	293.3365	439.9938	36						
				<b>VC</b>	<b>SC Revised</b>	<b>VC</b>	<b>SC (Rev)</b>	<b>VC</b>	<b>SC (Rev)</b>
				<b>Annual Cost Per Mile</b>		<b>4-Lane Unit Cost</b>		<b>2-Lane Unit Cost</b>	
Mowing, Hard Edge, Trim & Clean up	13064.73	13064.73				362.91	362.91	241.94	241.94
Bed Edge	165.82	165.82				4.61	5.53	3.07	3.69
Weekly Weed Control	2874.18	1989.816923				79.84	55.27385	53.23	36.85154
Prune Shrubs (Shrubs/Flowers/Straw)	2945.45	0				81.82	0	54.55	0
Prune Grape Myrtles	226.91	226.91				6.3	6.3	4.2	4.2
Tree and Shrub Fertilization	718.55	359.275				19.96	9.98	13.31	6.655
						555.44	439.9938	370.3	293.3365

Calculation Per Mile Per District and 466

	2-Lane Mi	4-Lane Mi	Total Mi	VC Cost	SC (Rev) Cost
District 1	2.785	0	2.785	37126.278	29409.92135
District 2	0	3.359	3.359	67166.02656	53205.81585
District 3	0	1.968	1.968	39351.81312	31172.68401
District 5	1.48	5.22	6.70	124107.8688	98312.61434
C466 District 5	0	3.38	3.38	67585.9392	53538.4512
District 6	2.04	2.68	4.72	80783.6832	63993.24166
District 7	0.49	3.58	4.07	78117.1992	61880.86343
District 9	0	0.67	0.67	13397.2128	10612.65157
District 10	0	1.89	1.89	37832.12928	29968.86085
<b>Total Cost</b>				\$ 545,468.15	\$ 432,095.10
					\$ (113,373.05)