

MANATEE COUNTY

SARASOTA COUNTY

PARK STATISTICS

TOTAL SITE AREA:	+/- 8.15 AC.
COMMUNITY CENTER GSF:	+/- 18,000 GSF.
PARKING PROVIDED:	120 SPACES*

* 120 SPACES OF PARKING, 60 SPACES PROVIDED UNDER ELEVATED COMMUNITY CENTER

BUTTONWOOD HARBOR (SARASOTA BAY)



Bayfront Park Recreation Center

Draft Concept Plan

TOWN OF LONGBOAT KEY

SARASOTA COUNTY, FLORIDA



Kimley-Horn and Associates, Inc.

Worpswacker, Jeffers Architects, Inc.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SARASOTA COUNTY AND THE TOWN OF LONGBOAT KEY**

This Memorandum of Understanding is made and entered into on the date specified herein by and between Sarasota County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Town of Longboat Key, a municipal corporation, hereinafter referred to as the "Town".

WHEREAS, on March 29, 2007, Sarasota County acquired, through the Neighborhood Parkland Acquisition Program (pursuant to County Ordinance No. 2005-062), four real estate parcels (hereinafter referred to as the "Property"), more specifically described on Exhibit "A" attached hereto and incorporated herein, located within the Town and adjacent to or in the vicinity of the Town-owned Bayfront Park.; and

WHEREAS, the County's acquisition of the Property provides an opportunity for the County and the Town to work together to expand Bayfront Park and to protect a set of Gulf-to-Bay parcels; and

WHEREAS, the County and the Town desire to enter into an Interlocal Agreement setting forth their respective obligations and responsibilities with respect to the Property; and

WHEREAS, pending completion of the Interlocal Agreement, the County and the Town desire to enter into a Memorandum of Understanding establishing general terms that will be in effect pending completion of the Interlocal Agreement and be incorporated into the Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged by the parties, the County and the Town agree as follows:

SECTION 1: PROPERTY DESCRIPTION

a. Location

The Property is 3.88 acres and is bisected by Gulf of Mexico Drive. The western parcel is located west of Gulf of Mexico Drive and fronts the Gulf of Mexico with 100-feet of shoreline, an open beach and a developing dune system. The remaining three parcels are located east of Gulf of Mexico Drive, adjacent to the existing Bayfront Park Recreation Center, with approximately 200-feet of shoreline on Sarasota Bay. See Exhibit "A", attached hereto and incorporated herein.

b. Commercial Building

- 1) An existing commercial building is situated on the Property with a street address of 4016 Gulf of Mexico Drive, Longboat Key, Florida.

- 2) The County has leased the subject commercial building to ResortQuest Southwest Florida, LLC (the "Tenant") pursuant to a Professional Office Lease, dated March 21, 2007 (the "Office Lease"), attached hereto as Exhibit "B" and incorporated herein, through March 28, 2008 with an optional one-year extension.
 - 3) Pursuant to the Office Lease, the Tenant is responsible for all maintenance of the commercial building.
- c. Docks and Boat Lifts
- 1) There are two (2) existing, shore-perpendicular docks fronting Sarasota Bay, on the Property. Each of the docks has two (2) boat lifts on the terminal platforms.
 - 2) The County and the Town shall mutually determine future use and/or removal of one or more of these structures.

SECTION 2: GROUNDS MAINTENANCE

- a. The Town shall be responsible for mowing and litter control of the Property at a level of service to be determined in the Interlocal Agreement.
- b. The County shall be responsible for maintenance of existing trees and landscaping, with the exception of grass areas, at a level of service to be determined in the Interlocal Agreement.
- c. The County shall be responsible for installing two (2) standard park ordinance "totem" signposts, one on the Gulf side of the Property and one on the Bay side of the Property, and an informational sign describing funding source and contact phone number(s).

SECTION 3: PLANNING

- a. Planning for development of the Property shall be coordinated between the County and the Town and shall begin as soon as practicable after execution of this Memorandum (the "Planning Process"). It is expected that the Planning Process will take approximately 24 months, followed by the development of an Interlocal Agreement.
- b. The Planning Process shall include, but not be limited to: internal staff meetings of representatives from Sarasota County Parks and Recreation and the Town, joint public meetings, conceptual planning, and a concept plan approved by the Town of Longboat Key Commission and the Sarasota County Board of County Commissioners.

- c. Public workshops will be held for Town residents to determine recreational amenities of interest.
- d. Upon approval of the Concept Plan, the Parties shall enter into an Interlocal Agreement to memorialize the Concept Plan and the responsibilities of the County and the Town.

SECTION 4: DEVELOPMENT

- a. In the event the approved Concept Plan requires a change in zoning, the County shall be responsible for applying for the appropriate zoning designation.
- b. Development of the Property as a neighborhood park shall proceed as necessary funding becomes available.

SECTION 5: LAW ENFORCEMENT

- a. Law enforcement at the Property shall be provided by the Town of Longboat Key Police.
- b. The Town shall provide regular patrols of the Property at a frequency to be determined in the Interlocal.
- c. Within 14 days of issuance, the Town shall provide copies of all police reports related to the Property to the General Manager, Sarasota County Parks and Recreation.

SECTION 6: NOTIFICATION

The County shall notify the Town a minimum of thirty (30) days prior to any actions to be taken on the property that could result in concerns to neighbors.

SECTION 7: TERMINATION

This MOU shall remain in effect until it is either terminated by the Town or County after giving sixty (60) days written notice to the other party, or is superceded by the Interlocal Agreement.

SECTION 8: USE OF THE PROPERTY

It is the intent of the County and the Town that the Property function as neighborhood park that will provide services of interest to area residents and not function as a major public beach access or motorized boat launching and/or storage facility.

SECTION 9: EFFECTIVE DATE

This Memorandum of Understanding shall become effective upon the date of the last signatory hereto.

ATTEST:
KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Paula J. Antonmar
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: [Signature]
Vice-Chair
Date: 1/31/2008

Approved as to form and correctness:

By: [Signature]
County Attorney *kt*

ATTEST:

By: [Signature]
Town Clerk

Approved as to form and correctness:

By: [Signature]
Town Attorney

TOWN COMMISSION OF THE
TOWN OF LONGBOAT KEY

By: [Signature]
Mayor
Date: February 4, 2008

EXHIBIT "A"

Lots 2, 3 and 4, of Roger Koch Subdivision, according to the plat thereof as recorded in Plat Book 23, Page 45, of the Public Records of Sarasota County, Florida, TOGETHER with all right, title and interest to any land lying between the seawall along the easterly boundary of Lots 3 & 4 and the waters of Sarasota Bay;

AND

Lot 1, Roger Koch Subdivision, according to the plat thereof as recorded in Plat Book 23, Page 45, of the Public Records of Sarasota County, Florida.

AND

Begin at a concrete monument at the intersection of the west line of Gulf of Mexico Drive (John Ringling Parkway)(100 feet wide) with the north line of Section 6, Township 36 South, Range 17 East; thence southerly along said Drive, along a curve to the right with a radius of 992.14 feet, a distance of 201.80 feet to end of said curve; thence continue along said west line of Drive, along a tangent whose bearing is S.12°55'E., a distance of 650.60 feet to beginning of another curve to left with a radius of 1323.57 feet; thence S.14°32'E. along chord of said curve 90.6 feet; thence S.19°04'E. along chord of said curve 102.4 feet to the Point of Beginning; thence run S.58°05'W., 84 feet more or less to waters of Gulf of Mexico; thence southeasterly along waters of said Gulf to a point whose distance is 100 feet as measured on a perpendicular from the first line; thence N.58°05'E., a distance of 68 feet more or less to the westerly right-of-way line of Gulf of Mexico Drive (John Ringling Parkway) 100.9 feet more or less to the Point of Beginning and being in Section 6, Township 36 South, Range 17 East, Longboat Key, Sarasota County, Florida.

AND

Commence at intersection of west line of Gulf of Mexico Drive (100 feet wide)(formerly John Ringling Parkway) with the North line of Section 6, Township 36 South, Range 17 East; thence southerly along said Gulf of Mexico Drive, along a curve to the right with a radius of 992.14 feet, a distance of 201.8 feet to end of said curve; thence continue along said west line of road, along a tangent whose bearing is S.12°55'E., a distance of 650.6 feet to point of curve, to left with radius of 1323.57 feet; thence S.14°53'E. along a chord of said curve 90.6 feet; thence N.58°05'E., 102.2 feet (actual 103.87 feet) to a point on the easterly line of said Gulf of Mexico Drive for a Point of Beginning; thence continue N.58°05'E., 130 feet; thence S.58°29'E., 67.1 feet; thence S.58°05'W., 59.5 feet; thence S.31°55'E., 20 feet; thence S.58°05'W., 121 feet to the easterly right-of-way line of said Gulf of Mexico Drive; thence northwesterly along said easterly right-of-way line, 82.6 feet to the Point of Beginning, being in Section 6, Township 36 South, Range 17 East, Sarasota County, Florida.

Together with the sea walls and all lands, if any, lying between the parcels as described above (the "Subject Property") and the mean high water mark of the water surrounding or otherwise adjacent to the Subject Property, as well as all riparian rights thereto pertaining.

Also together with all right, title and interest in and to all piers, docks, and other related and/or similar improvements either within the Subject Property, and/or extending from the perimeter of the Subject Property into the waters adjacent to the Subject Property.