

Street Tree Maintenance Agreement Policy

The Meadow Pointe IV Community Development District has adopted the following policy for homeowners who wish to request tree removal on District property.

In the request, the homeowner must submit (a) a Street Tree Maintenance Agreement that has been signed and notarized by the homeowner, (b) a detailed description and photos from two angles (front and side) (c) a recent survey of the land.

The District will not remove the tree until the agreement has been approved and recorded by the County.

Residents must select from a list of Licensed and Insured Tree Service Vendors that have been approved by the District.

ABC12 Tree.....	727-522-8733
Arbor Bay Tree Service.....	813-831-8733
Brightview Tree Service.....	844-235-7778
Independent Tree Service.....	813-971-6217
Mel's Tractor and Tree Work.....	813-363-8340
Mid Florida Tree Service.....	813-986-2258

RESOLUTION 2018-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY ON TREES LOCATED IN THE ROW AND ADJACENT TO SIDEWALKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, all of the subdivision road right of ways (“**ROW**”) in the Meadow Pointe IV Community Development District (the “**District**”) were dedicated to the District;

WHEREAS, the District owned ROW begins on the outer edge of the sidewalk and runs through the entire width of the sidewalk, the landscaping strip, the road, all the way to the outer edge of the sidewalk on the opposite side of the ROW;

WHEREAS, the District maintains the roads and the sidewalks located within the ROW and the District’s staff, on at least an annual basis, inspects the sidewalks and reports any unsafe conditions observed to the Board of Supervisors of the District (the “**Board**”);

WHEREAS, the developer/builders of the community installed trees within the landscaping strip within the ROW that are the maintenance obligations of the homeowner who resides adjacent to the tree pursuant to the applicable Declaration of Covenants, Conditions, and Restrictions;

WHEREAS, it has come to the Board’s attention that certain trees are causing damage to the District’s sidewalks and residents’ landscaping features;

WHEREAS, the Board is authorized to establish policies for District owned property and the maintenance thereof; and

WHEREAS, the Board desires to adopt the Policy on Trees Located in the ROW and Adjacent to Sidewalks attached hereto as **Exhibit A** to resolve the issues caused by certain trees.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. The Board hereby adopts the Policy on Trees Located in the ROW and Adjacent to Sidewalks attached hereto as **Exhibit A**.

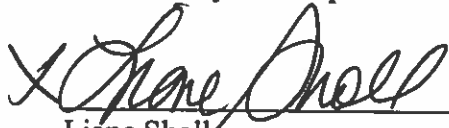
Section 2. This Resolution shall become effective immediately upon its adoption and replaces all prior resolutions with respect to the foregoing areas.

PASSED AND ADOPTED THIS 9TH DAY OF JANUARY, 2018.

Attest:



Clifton Fischer
Assistant Secretary

Meadow Pointe IV
Community Development District


Liane Sholl
Chair of the Board of Supervisors

Exhibit A

Meadow Pointe IV Community Development District

Policy on Trees Located in the ROW and Adjacent to Sidewalks

The Meadow Pointe IV Community Development District (the "District") owns the subdivision road right of ways ("ROW") in the District. The ROW begins on the outer edge of the sidewalk and runs through the entire width of the sidewalk, the landscaping strip, the road, all the way to the outer edge of the sidewalk on the opposite side of the ROW. The District maintains the roads and sidewalks and residents maintain the landscaping strip, including any trees installed thereon.

Certain trees within the ROW have begun uplifting the sidewalk and causing damage to the landscaping features and infrastructure installed by residents. Since the District owns the property upon which the trees are located and is ultimately responsible to Pasco County with respect to its tree ordinances, the District has decided to establish a process to address the issues:

1. To ensure the work is performed properly the District shall designate, after receiving a recommendation from the District's Field Inspector, authorized vendors that residents may utilize to remove the trees at their own expense (including any permission or permits from Pasco County).
2. Residents who wish to remove a tree must submit a proposal from an authorized vendor to the District Manager.
3. The District Manager shall:
 - a. Review the proposal to ensure it is from an authorized vendor.
 - b. The District Manager shall contact the District's Field Manager for a recommendation of a replacement tree suitable for a replacement location.
 - c. The District Manager shall inform the resident of the proposed replacement tree and its proposed location and send the Tree Maintenance Agreement (ensuring that the resident agrees to maintain the tree) to the resident.
4. Upon receipt of a fully executed Tree Maintenance Agreement, the District Manager shall send the resident an email permitting them to use the authorized vendor, at the resident's expense, to remove the tree.
5. Upon removal of the tree, the District, at its own expense shall install the tree.
6. The Field Manager shall provide the resident with information on proper maintenance of the tree.

This Policy is intended to only be utilized once per location, but the District does reserve the right to review and amend this Policy. Nothing in this Policy shall be construed to create or imply (1) a present or continuing obligation on the part of the District to maintain the replacement tree or (2) a grant of permission for a resident to perform any other alterations on the landscaping strip within the ROW without the express written permission of the District.

After recording, please return to:

Vivek K. Babbar
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

Street Tree Maintenance Agreement

This Tree Maintenance Agreement (this “**Agreement**”) is entered into as of this ____ day of _____, 20____, by and between _____ (the “**Owner**”) and the Meadow Pointe IV Community Development District (the “**District**”), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

WITNESSETH:

WHEREAS, Owner is the owner of _____ (“**Owner’s Property**”);

WHEREAS, Owner desires to remove the current tree located within the District owned Right-of-Way adjacent to Owner’s Property (the “**District Property**”) pursuant to the District’s Policy on Trees Located in the ROW and Adjacent to Sidewalks (“**Policy**”);

WHEREAS, pursuant to the Policy, the District has agreed to install a replacement tree suitable to the location on the District Property and grant Owner a license for the maintenance of the tree on District Property, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **Removal of the Existing Tree.** The Owner, at its own expense and utilizing a vendor approved by the District in accordance with the Policy, shall remove the existing tree from District Property in accordance with industry standards and in accordance with all applicable laws and regulations.
3. **Installation of the Replacement Tree.** The District, at its own expense, shall install the replacement tree on District Property in accordance with industry standards and in accordance with all applicable laws and regulations.
4. **License.** The District hereby grants and delivers to Owner a non-exclusive license to maintain the replacement tree on the District Property pursuant to the terms and conditions of this Agreement. Owner may not install any additional landscaping, utilities,

hardscaping or any other improvements in the District Property without the prior written permission of the District.

5. **Maintenance of Tree.** The Owner, at its own expense, shall maintain the tree in accordance with industry standards and in such manner to avoid any damage to District Property or infrastructure. If the Owner fails to maintain the tree the District has the option to maintain or remove the tree, and the Owner shall be responsible for paying the amount necessary to restore the District's Property and infrastructure to their original condition.
6. **Amendments or Modifications.** No amendments, material change, alteration, modification, or additions to this Agreement can be made without the prior written consent by the District.
7. **Indemnification.** Owner shall indemnify and hold the District harmless (1) in the event the tree must be removed or is damaged in the course of access to or maintenance of the District Property or (2) from and against any and all loss, damage, cost or expense arising in any manner as a result of the installation or maintenance of the tree on District Property.
8. **Governing Law.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.
9. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
10. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, the Owner shall advise the subsequent owner of the terms and conditions of this Agreement.
11. **Recording Costs.** This Agreement shall take effect upon the recording of this Agreement in the public records of Pasco County. The District shall pay for the costs of recording this Agreement.
12. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.
13. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Print Name

Print Name

By: _____

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____. [] He/She is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

Witnesses:

**Meadow Pointe IV
Community Development District**

By: _____

Liane Sholl
Chair of the Board of Supervisors

Print Name

By: _____

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Liane Sholl, as Chair of the Board of Supervisors of Meadow Pointe IV Community Development District, on behalf of said district. [] She is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of
Notary Public)

[end of signature pages]