

11/4/16

Dear Mr. Knauf,

Thank you very much for your email. We have reviewed the situation and unfortunately do not have any alternative arrangements regarding installation of the buffer wall. As previously discussed, the placement of the buffer wall is for the benefit of the residents of Park Trace only. As such, it is required that Park Trace enter into the Maintenance Agreement as previously provided. Since this is not possible based on the information you provided in your email below, all we can do is remove the wall from the plans and not install it as part of the roadway improvement project.

I will be notifying Palmer Ranch of this outcome and request removal of the wall from the plans.

Thank you and Park Trace representatives for working so diligently with us through this. Your efforts are appreciated. If you have any questions, please let me know.

Sincerely,

Carolyn Eastwood, P.E., MBA
Transportation Logistics & Programs Manager
Sarasota County – Public Works
(941) 861-0890

10/24/16

Dear Ms. Eastwood,

Hello. My name is Dan Knauf, and I am currently on the Board of Directors of Park Trace HOA, Inc., and serving as its President. You have recently been dealing with our Association's External Liaison Officer, who felicitously also happens to be my wife; hence the same last name.

Both she and I have read over all our communications with you about the Bay Street extension to Honore, and the various issues associated with anticipated increased traffic and perhaps noise adjacent to our development.

We have of course also run your proposed contract about maintenance of any such buffer wall erected by the County via the extension contractors through careful scrutiny by our Association's attorney.

Although I am happy to say – recognizing that you have no legal responsibility to offer us any amelioration of things such as noise created by County actions – we appreciate your doing so, the simple fact is that we can in no way accept the open-ended and possibly onerous terms of your proposed contract. Please understand that we are a small community of only 134 homes.

On advice of our attorney, your proposed provisions for our full and complete responsibility of: (1) enhancements, removal and modification; (2) broad indemnification of the County, to include open-ended "defense costs," and even a clause to extend certain indemnification "beyond the terms of the Agreement;" (3) highly questionable insurance requirements on us (we have tried to contact Mr. Capellaro of your Risk Department with no response – both our insurance company and our attorney are doubtful if we can even take out insurance for something we don't own); (4) onerous general commercial liability insurance costs, workmens compensation insurance, ets; (4) extremely short-notice 24-hour responses by us to changes in the buffer wall at the whims of the County, etc., make this whole proposal something we just cannot accept. Our Board of Directors voted unanimously on that matter at our 18 October public Board Meeting.

I'd like to thank you and the County for offering to install such a sound buffer to lessen the impacts upon County residents of the effects of County road and construction decisions, but we cannot accept the terms in your proposed contract.

If you would like to offer an alternative arrangement, where the County is basically responsible for the buffer wall overall, I am confident that our residents most affected by the Bay Street extension would be most appreciative, and I am equally confident that this or future Park Trace Boards of Directors would be happy to accept responsibility for defined maintenance such as regular power-washing, and notifying the County's wall contractor of any problems or damage to the wall.

Thank you one more time for your kind offer.

Yours truly,

Daniel J. Knauf

President,
Park Trace HOA, Inc.

9.28.16

Good Afternoon Ms. Knauf,
Please find attached the following documents:

1. Draft License Agreement for maintenance of the buffer fence
2. Three plan sheets and specifications for the buffer fence – these items will be included in Exhibit A of the License Agreement

It is requested that the Park Trace Homeowner's Association review the draft License Agreement and provide any comments you may have within the next 30 days.

I know one of the previous questions was regarding how Park Trace could secure the required insurance, etc. If you still have questions about securing the required insurance, please feel free to speak with Derek Capellaro at 941-650-7971 or email at dcapella@scgov.net. Mr. Capellaro is with the County's Risk Department and will be able to provide some information for you.

As previously indicated, the buffer fence will be installed but only if Park Trace will agree to be responsible for the maintenance.

If you have questions regarding the draft License Agreement, please do not hesitate to contact me.
Sincerely,

Carolyn Eastwood, P.E., MBA
Transportation Logistics & Programs Manager
Sarasota County – Public Works
(941) 861-0890