RECORDED 5-19-98
PAGE NO. 201
MINUTE BOOK NO. 46

PLANNING
MAR 25 1998
DEPARTMENT

MAINTENANCE AGREEMENT FOR RIGHT-OF-WAY ISLAND

THIS AGREEMENT, by and between Foxwood at Panther Ridge Homeowners' Association, Inc. hereinafter referred to as the "Association" and the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, Foxwood at Panther Ridge, hereinafter referred to as the "Project" is a subdivision, residential community located in Manatee County, Florida, on the property described on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, in connection with the development of the Project, the developer of the Project wishes to construct median island improvements, attached hereto and made a part hereof as Exhibit "B", at the entrance of the Project, at the intersection of SR 70 and 213 th Street East, Bradenton, Manatee County, Florida, hereinafter referred to as the "median", and upon said median will install and pay for an identification sign for the subdivision, landscaping, and associated lighting and irrigation features; and

WHEREAS, the County has agreed to allow the median to be constructed and improved by the developer of the Project, subject to issuance of a sign permit, only if the Association will execute and deliver this Agreement relating to the maintenance thereof and providing that the Association agrees to hold the County harmless therefrom, and the County and the Association desire to enter into this Agreement in order to memorialize their mutual understanding,

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Association and County hereby agrees as follows:

1. Notwithstanding the acceptance of the dedication of State Road 70 and 213th Street East by County, it shall be and continue to be the sole obligation of the Association to maintain the subdivision identification sign, sign support structures, landscaping and associated lighting and irrigation features, hereinafter referred to as the "improvements," for so long as the Association desires to have such improvements remain upon the median. In connection therewith, the Association shall maintain the improvements in a neat and attractive condition and good repair at its sole cost and expense.

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2. The Association, understanding and agreeing that the rights and privileges granted in this Agreement are limited by the County's rights, title and interest in the land to entered upon and used by the Association, will at all times, assume all risk of and indemnify, defend, and hold harmless the County of Manatee, its officials, its employees and its agents from and against any loss, damage, cost, expense, claim, suit, or judgment arising in any manner on account of the exercise or attempted exercise by the Association of the aforesaid rights and privileges.

3. The Association declares that prior to executing this Agreement, the Association has ascertained the location of all known existing utilities, both aerial and underground. The construction and/or maintenance of an irrigation system and other improvements shall not interfere with existing improvement and underground utilities.

4. By signing this Agreement, Jeffrey D. Gravely confirms that he is the President of Foxwood at Panther Ridge Homeowners' Association, Inc. and has the authority to bind the Association to the instructions and conditions stated herein.

5. The County may require, upon thirty (30) day written notice to the Association, that the Association perform maintenance, repair, relocation, or removal of the sign, sign structure, and any associated landscaping. Upon receipt of written notice from the County that any part of the improvement may be in need of repair or replacement, the Association will cause same to be repaired or replaced within such reasonable time as may be specified in such notice.

   After expiration of the thirty (30) day notice, if the Association fails to make such repairs, the County may cause the maintenance, repair or removal of the sign in such a manner as County, in its sole discretion, deems appropriate, at the expense of the Association.

6. Should the Association fail or refuse to repair or replace the aforestated improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Association, including specific performance to which the Association hereby agrees.

7. Any notice to be given to the Association hereunder shall be deemed properly given upon such notice being deposited in the United States Mail, postage prepaid, addressed to the Association at 3651 Cortez Road West, Suite 300, Bradenton, Florida 34210, or such other address as the Association may hereinafter designate in writing to County. All notices hereunder shall be by general mail, postage prepaid.

8. The Agreement and the rights and responsibilities hereunder may not be assigned or otherwise transferred without the written consent of the County. Further, this agreement may not be amended without the written agreement of both parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year of execution by the last party hereto.

WITNESSES

Deborah L. Fannin
Signature
Deborah L. Fannin
Printed Name

Marilyn E. Romick
Signature
Marilyn E. Romick
Printed Name

Foxwood at Panther Ridge Homeowners' Association, Inc.
3651 Cortez Road West, Suite 300
Bradenton, Florida 34210

By: Jeffrey D. Gravely
Jeffrey D. Gravely, President

Date: 3/24/98

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 24th day of March, 1998, by Jeffrey D. Gravely, as President of Foxwood at Panther Ridge Homeowners' Association, who is personally known to me and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation.

My Commission Expires:

Deborah L. Fannin
Notary Public, State of Florida
Commission No. CC 597212
My Commission Exp. 10/29/2000
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

Deborah L. Fannin
Signature
Deborah L. Fannin
Printed Name

NOTARY PUBLIC-STATE OF FLORIDA
Commission Number: 597212

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APPROVED AND ACCEPTED FOR AND ON BEHALF OF MANATEE COUNTY, FLORIDA THIS 19th DAY OF May, 1998.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Patricia M. Glass
Chairman

ATTEST: R.B. SHORE
Clerk of Circuit Court

MANATEE COUNTY RIGHT-OF-WAY
IRRIGATION AND UTILIZATION AFFIDAVIT

I, the undersigned, understanding and agreeing that the rights and privileges granted in this affidavit are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the owner, contractor and all future owners of the property abutting the right-of-way as stated below will at all time, assume all risk of and indemnify, defend, and safe harmless the County of Manatee, its officials, its employees and all other permitted agencies, from and against all loss, damage, cost, expense, claim, suit or judgment arising in any manner on account of the exercise or attempted exercise by said owner and/or contractor of the aforesaid rights and privileges.

The undersigned declares that prior to filling out this affidavit, he had ascertained the location of all known existing utilities, both aerial and underground.

The construction and/or maintenance of an irrigation system shall not interfere with the property and rights of a prior occupant.

The holder of this affidavit shall take such safety measures, including the placing and display of caution signs and signals as required by the "Florida Department of Transportation Manual on Uniform Traffic Control Devices for Street and Highways".

By signing this affidavit, the signee confirms that he or she has the legal authority to bind the owner and/or contractor and that they agree to be bound by the instructions and conditions stated herein.

PROPERTY ADDRESS: SR 70 AND 213TH STREET EAST, BRADENTON, MANATEE COUNTY, FL .

PERMIT NUMBER(S): BP# A&D#

PERSON SIGNING AFFIDAVIT: _____

PROOF OF IDENTIFICATION: _____

APPROVED BY: _____

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Per Joann - Planning: Affid.
w/be completed @ the time
the building permit is
issued.

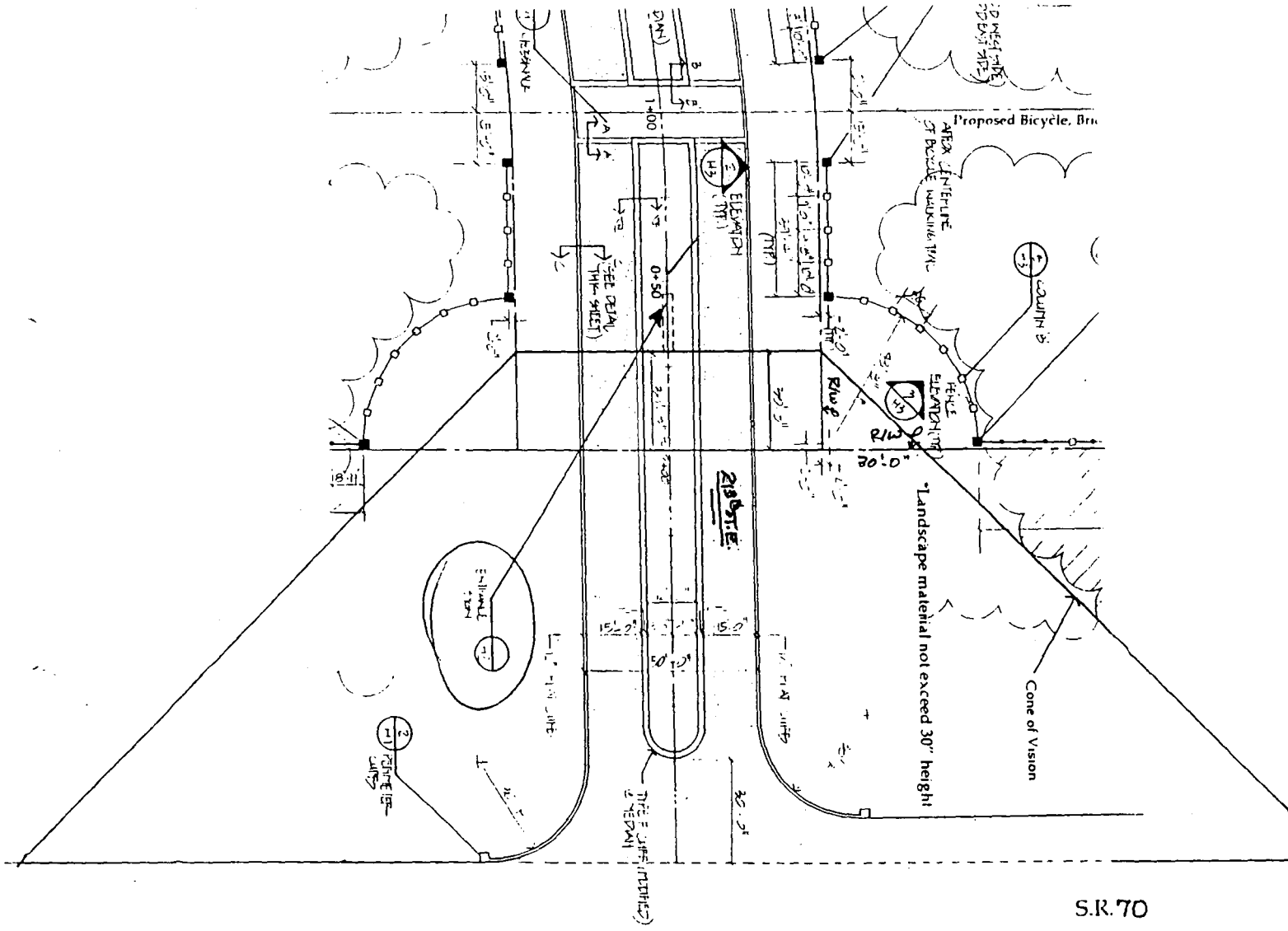
pll

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of_____, ____ by _ Jeffrey D. Gravely , who is personally known to me and who did/did not take an oath.

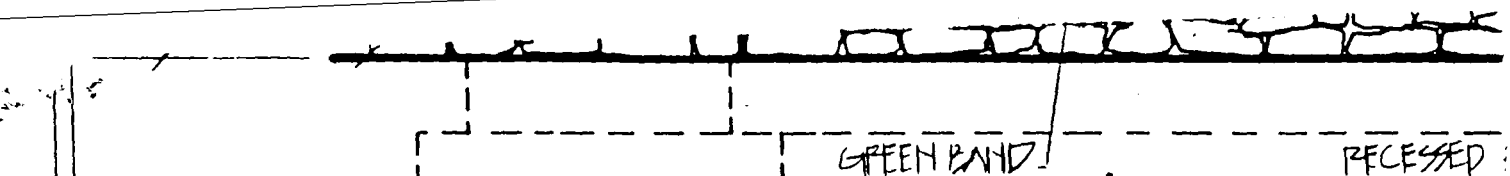
_____	_____
Notary Public Signature	Print Notary's Name
_____	_____
My Commission Number & Expiration Date	Notary's Office Stamp

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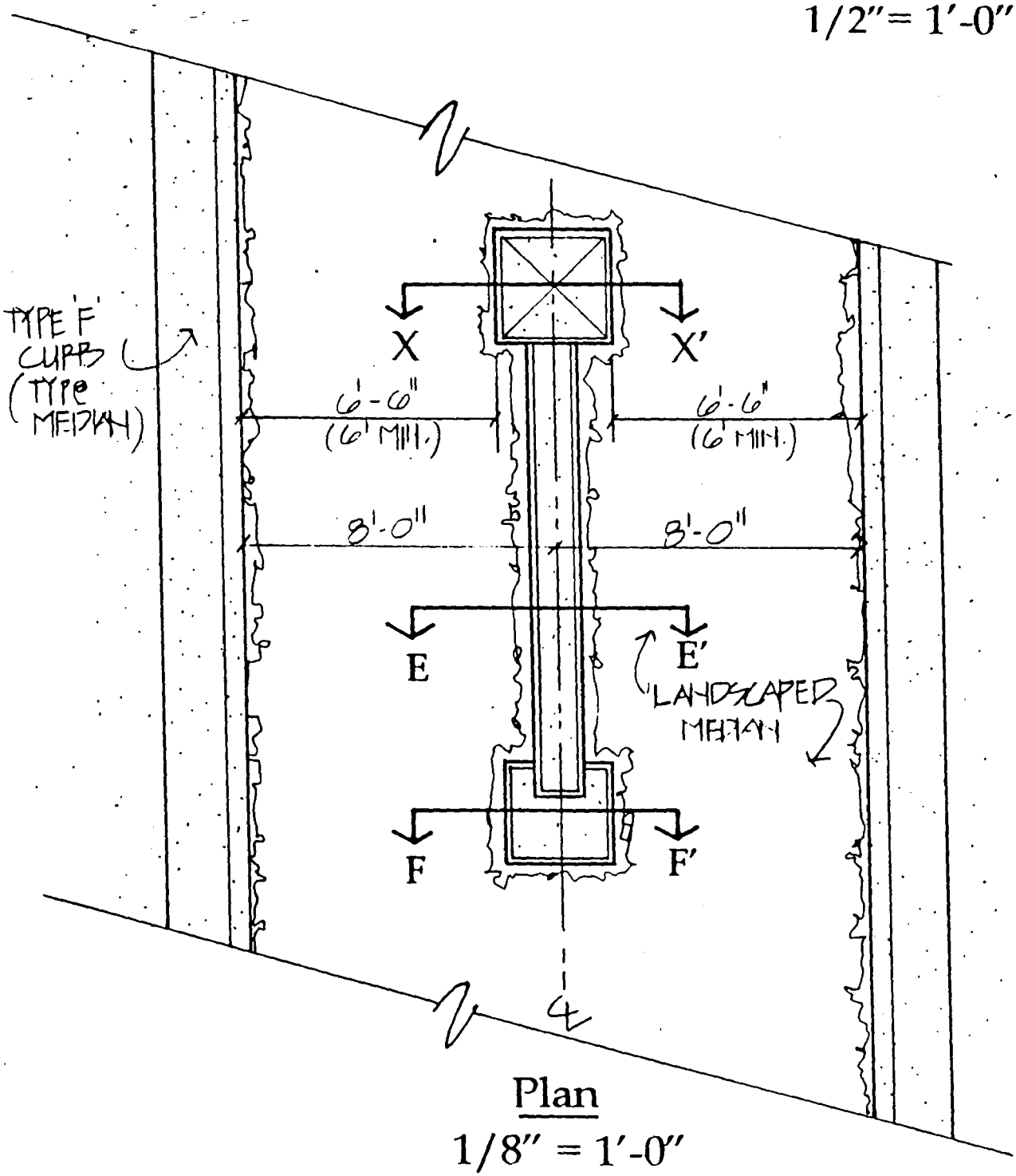
Michael Flanegi
Landscape Arch
4411 Clark Road
Sarasota, FL 342
Phone: (941) 9
FAX: (941) 9

Foxwood



Front Elevati

1/2" = 1'-0"



Plan

1/8" = 1'-0"

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R.D. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

EXHIBIT B

17'-4"

Recorded Copies to:
Laurie Guess - Planning
Joanne - Planning
Brock Ayers - Bldg. Dept.

6/3/98
RH

43185580