STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

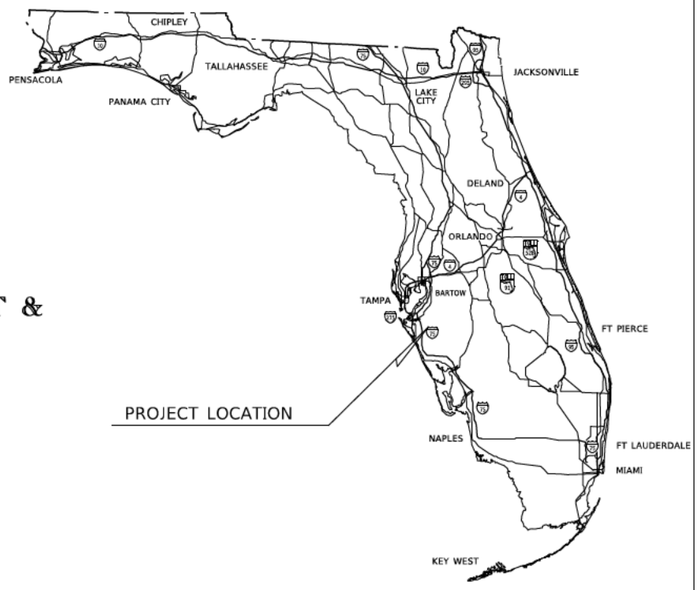
RIGHT OF WAY MAP
STATE ROAD 70

LOCATED IN:
SECTIONS 15, 22, 23, 24, 25, TOWNSHIP 35 SOUTH, RANGE 19 EAST &
SECTIONS 17, 18, 27, 28, 29, 30, 33 AND 34,
TOWNSHIP 35 SOUTH, RANGE 20 EAST,
MANATEE COUNTY, FLORIDA

ROADWAY SECTION ID: 13160-000

FEDERAL AID PROJECT NO. N/A

FINANCIAL PROJECT ID: 414506-2



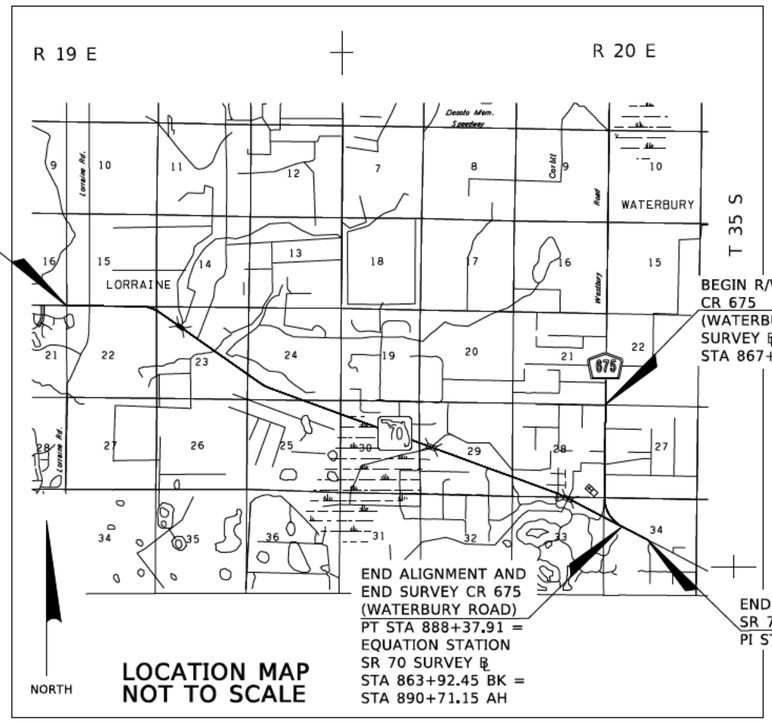
GENERAL NOTES

1. THIS RIGHT OF WAY MAP IS SUPPORTED BY RIGHT OF WAY CONTROL SURVEY, DATED OCTOBER 30, 2019 PREPARED UNDER THE RESPONSIBLE CHARGE OF THOMAS M. HALSTEAD, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5770. CERTIFIED COPIES OF THE RIGHT OF WAY CONTROL SURVEY MAP (SECTION 13160-000/ FINANCIAL PROJECT ID 414506-2) ARE FILED OF RECORD IN THE DISTRICT ONE HEADQUARTERS OFFICE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, LOCATED IN BARTOW, FLORIDA.
2. THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE ABOVE REFERENCED RIGHT OF WAY CONTROL SURVEY, DERIVING A BEARING OF S 54°57'25" E BETWEEN SURVEY BASE LINE PT STA 568+71.49 AND PC STA 639+01.14.
3. PROPERTY BOUNDARIES DETERMINED FROM CERTIFIED SURVEYS, PLATS OF RECORD AND RECORD TITLE. ALL REFERENCED OFFICIAL RECORDS AND PLATS ARE RECORDED IN THE COUNTY OF PROJECT LOCATION, UNLESS OTHERWISE NOTED.
4. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS MAP. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
6. ALL DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
7. THIS RIGHT OF WAY MAP WAS PREPARED FOR THE PURPOSE OF PREPARING LEGAL LAND DESCRIPTIONS, ACQUISITION DOCUMENTS, MONUMENTATION, PROPERTY MANAGEMENT AND AS AN AID IN THE APPRAISAL OF THE RIGHT OF WAY REQUIRED FOR TRANSPORTATION FACILITIES.
8. THE LIMIT OF CONSTRUCTION LINES AS INDICATED BY THE (LOC) TEXT ARE OFTEN COINCIDENTAL WITH EXISTING AND PROPOSED R/W LINES AND MAY NOT BE DISCERNIBLE AS A SEPARATE GRAPHIC, EXCEPT WHERE SHOWN OTHERWISE.
9. **THIS MAP IS NOT A SURVEY.**

LEGEND

AC = ACRE(S)
AH = AHEAD
AL = ALUMINUM
AVE = AVENUE
BOS = BEGINNING OF SURVEY
BK = BACK
BLDG = BUILDING
BLVD = BOULEVARD
BUS = BUSINESS
C.B. = CONDOMINIUM BOOK
CB = CHORD BEARING
CBS = CONCRETE BLOCK STRUCTURE
CD = CHORD DISTANCE
CM = CONCRETE MONUMENT
CP = CONCRETE PIPE
CR = COUNTY ROAD
CH. = CHAIN(S)
COM = COMMERCIAL
CONC = CONCRETE
COR = CORNER
CT. = COURT
D = DEGREE OF CURVATURE
DB = DEED BOOK
D.E. = DRAINAGE EASEMENT
D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT CM = 4"x4"x24" CM CAPPED WITH FDOT BRASS DISK
DR = DRIVE
D.S.Q.A. = DISTRICT SURVEYS QUALITY ASSURANCE
EOS = END OF SURVEY
EQ = EQUATION
EXIST = EXISTING
EXT = EXTENSION
FED = FEDERAL
FA = FEDERAL AID
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FND = FOUND
FP = FINANCIAL PROJECT
GOVT = GOVERNMENT
GRD = GROUND
GPS = GLOBAL POSITIONING SYSTEM
HWY = HIGHWAY
ID = IDENTIFICATION
INC = INCORPORATED
IR = IRON ROD
IRC = IRON ROD WITH CAP
IP = IRON PIPE
L = LENGTH OF CURVE
LB = LAND SURVEYING BUSINESS REGISTRATION NO.
LS = LAND SURVEYOR REGISTRATION NO.
(LL) = LAND LINE
LOC = LIMITS OF CONSTRUCTION
LA = LIMITED ACCESS
LN. = LANE
LW = LIGHTWOOD
LT = LEFT
LTD = LIMITED
MB = MAP BOOK
MAINT. = MAINTAINED
MAS = MASONRY
MI = MILE(S)
MND = MAG NAIL WITH DISK
MON = MONUMENT
NTS = NOT TO SCALE
N/A = NOT APPLICABLE
NO. = NUMBER
O/A = OVERALL
ORB = OFFICIAL RECORD BOOK
ORI = OFFICIAL RECORD INSTRUMENT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PI = POINT OF INTERSECTION
PKWY = PARKWAY
PKD = PARKER-KALON NAIL WITH DISK
PK = PARKER-KALON NAIL
PLS = PROFESSIONAL LAND SURVEYOR
POC = POINT ON CURVE
POL = POINT ON LINE
POT = POINT ON TANGENT
PP = POWER POLE
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PRMCF = PUBLIC RECORDS OF MANATEE COUNTY FLORIDA
PT = POINT OF TANGENCY
PG = PAGE
PL. = PLACE
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PROJ = PROJECT
PUE = PUBLIC UTILITY EASEMENT
PVC = POLYVINYL CHLORIDE
R = RADIUS
RLS = REGISTERED LAND SURVEYOR
RD. = ROAD
RDWY = ROADWAY
RES = RESIDENCE
RGE = RANGE
RPB = ROAD PLAT BOOK
RR = RAILROAD
RT = RIGHT
R/W = RIGHT OF WAY
SEC = SECTION
SF = SQUARE FEET
SR = STATE ROAD
SWK = SIDEWALK
STE = SUITE
STR = STREET
STA = STATION
STY. = STORY
T = TANGENT LENGTH OF CURVE
TC = TANGENT TO CURVE
TCE = TEMPORARY CONSTRUCTION EASEMENT
TER = TERRACE
TWP = TOWNSHIP
U.E. = UTILITY EASEMENT
USGLO = UNITED STATES GOVERNMENT LAND OFFICE
WC = WITNESS CORNER
WPI = WORK PROGRAM ITEM
W/ = WITH
℄ = BASE LINE
℄ = PROPERTY LINE OF PARENT TRACT
(C) = CALCULATED DATA
(D) = DEED DATA
(F) = FIELD DATA
(P) = PLAT DATA
= NUMBER
⬡ = BLOCK NUMBER/LETTER

COUNTY LINE
TOWNSHIP LINE
SECTION LINE
QUARTER SECTION LINE
PROPERTY LINE ℄
CITY LIMIT LINE
FENCE LINE
SURVEY BASE LINE
GOVERNMENT LOT LINE
PERPETUAL EASEMENT LINE
EXISTING EASEMENT LINE
VACATED/ ORIGINAL LOT LINE
LICENSE AGREEMENT LINE
R/W LINE
EXISTING R/W LINE
EXISTING LIMITED ACCESS R/W LINE
RAILROADS



INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2 - 7	KEY MAPS
8 - 43	DETAIL SHEETS
44 - 49	REFERENCE SHEETS
50 - 51	TABLE OF OWNERSHIP SHEET

PARCEL NUMBER IDENTIFICATION	TYPE USE
100 - 699	DEEDS OF ALL TYPES
700 - 799	TEMPORARY EASEMENTS
800 - 899	PERPETUAL EASEMENTS
900 - 999	LICENSE AGREEMENTS

□ - R/W MARKER
R/W MONUMENTATION TO BE SET AT CONSTRUCTION COMPLETION, UNLESS OTHERWISE NOTED

COVER SHEET
SR 70
FROM: LORRAINE ROAD
TO: CR 675 (WATERBURY ROAD)
THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY Wilfredo A Alfonzo Digitally signed by Wilfredo A Alfonzo Date: 2020.07.31 16:30:24 -04'00' DATE
FOR DISTRICT SECRETARY

REVISION	BY	DATE	REVISION	BY	DATE

	BY	DATE
PRELIM	G. JONES	8/16/19
FINAL	G. JONES	6/30/20
CHECKED	D.S.Q.A.	6/29/20

FA PROJ NO. N/A — SECTION 13160-000
STATE ROAD NO. 70 — MANATEE COUNTY
FP ID 414506-2

MAPS PREPARED BY:
McKIM & CREED, INC.
551 N. CATTLEMEN RD., SUITE 106
SARASOTA, FL 34232 LB 7917

FIELD BOOK NUMBERS: 503508, 503522, 503526, 503527 AND 503528
SCALE: NTS
SHEET 1

SECTION 29, TOWNSHIP 35 SOUTH, RANGE 20 EAST



DATE OF AERIAL PHOTOGRAPHY: APRIL 5, 2017

SR 70
FROM: LORRAINE ROAD
TO: CR 675 (WATERBURY ROAD)
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES
THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY DATE														BY	DATE	FA PROJ NO. N/A	SECTION 13160-000	MAPS PREPARED BY: McKIM & CREED, INC. 551 N. CATTLEMEN RD., SUITE 106 SARASOTA, FL 34232 LB 7917	FIELD BOOK NUMBERS: SEE SHEET ONE	
		SEE COVER SHEET FOR SIGNATURE AND DATE													PRELIM	G. JONES	8/16/19					
		FOR DISTRICT SECRETARY													FINAL	G. JONES	6/30/20				SCALE: 1" = 40'	
			REVISION	BY	DATE	REVISION	BY	DATE							CHECKED	D.S.O.A.	6/29/20	STATE ROAD NO. 70	MANATEE COUNTY	FP ID 414506-2		SHEET 28

TABLE OF OWNERSHIPS

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS		COMMENTS	RECORDING DATA
				LEFT	RIGHT		
100 A	13,14,37,38	SMR NORTHEAST, LLC	9.378 AC	9.876 AC	-	STORMWATER MANAGEMENT FACILITY	
100 B	13,14,37,38	SMR NORTHEAST, LLC	3,871 SF	SEE PAR 100A	-		
101	14	SCHROEDER-MANATEE RANCH, INC.	10960 SF	-	349.273 AC	REMAINDER AREA OBTAINED FROM MANATEE COUNTY PROPERTY APPRAISER WEBSITE	
~~102~~	~~14, 38~~	~~MANATEE COUNTY~~	~~23363 SF~~	~~5.574 AC~~	~~-~~	~~ABBREVIATED PARENT TRACT~~	VOID
~~103~~	~~3, 37, 38~~	~~PULTE HOME COMPANY, LLC~~	~~3.920 AC~~	~~44.552 AC~~		~~STORMWATER MANAGEMENT FACILITY / ABBREVIATED PARENT TRACT~~	VOID
104	18	PULTE HOME COMPANY, LLC	803 SF	-	3.189 AC	REMAINDER AREA OBTAINED FROM MANATEE COUNTY PROPERTY APPRAISER WEBSITE	
105	18	PULTE HOME COMPANY, LLC	6771 SF	-	26.547 AC	REMAINDER AREA OBTAINED FROM MANATEE COUNTY PROPERTY APPRAISER WEBSITE	
106		NOT USED					
107	18	POLO RUN HOMEOWNER'S ASSOCIATION, INC	5814 SF	2.746 AC	-		
108	20	POLO RUN HOMEOWNER'S ASSOCIATION, INC	1067 SF	9.366 AC	-	REMAINDER AREA OBTAINED FROM MANATEE COUNTY PROPERTY APPRAISER WEBSITE	
109	20	PULTE HOME COMPANY, LLC	3822 SF	-	1.901 AC		
110	20, 21	MANATEE COUNTY	11255 SF	2.640 AC	-		
111A	21	SCHROEDER-MANATEE RANCH, INC.	514 SF	-	87.281 AC		
111B	21, 39, 40	SCHROEDER-MANATEE RANCH, INC.	14.657 AC	-	SEE PAR 111A	STORMWATER MANAGEMENT FACILITY	
112	21	EAST MANATEE FIRE RESCUE DISTRICT	2036 SF	6.401 AC	-		
113	24	THE CONCESSION GOLF CLUB, LLC	631 SF	-	379.061 AC	REMAINDER AREA OBTAINED FROM MANATEE COUNTY PROPERTY APPRAISER WEBSITE	
114	24	PANTHER RIDGE III HOMEOWNERS' ASSOCIATION, INC.	2288 SF	5.404 AC	-		
115	24	BRENT AND STACI HOLWEGER, HUSBAND AND WIFE	2413 SF	7.801 AC	-		
116	24	THE CONCESSION LAND DEVELOPMENT, LLC	152 SF	-	18.824 AC	REMAINDER AREA OBTAINED FROM MANATEE COUNTY PROPERTY APPRAISER WEBSITE	
117A	25,26,41,42	DANIEL C. ZOLLER, SUCCESSOR TRUSTEE	6.270 AC	70.793 AC	-	STORMWATER MANAGEMENT FACILITY - ADDITIONAL PROPERTY CONVEYED BY FINAL JUDGMENT	INSTR # 202341063471
117B	26, 42	DANIEL C. ZOLLER, SUCCESSOR TRUSTEE	3,825 AC	SEE PAR 117A	-	STORMWATER MANAGEMENT FACILITY - ADDITIONAL PROPERTY CONVEYED BY FINAL JUDGMENT	INSTR # 202341063471
117C	26, 42	DANIEL C. ZOLLER, SUCCESSOR TRUSTEE	476 SF	SEE PAR 117A	-	STORMWATER MANAGEMENT FACILITY - ADDITIONAL PROPERTY CONVEYED BY FINAL JUDGMENT	INSTR # 202341063471
117D	26, 42	DANIEL C. ZOLLER, SUCCESSOR TRUSTEE	7647 SF	SEE PAR 117A	-	STORMWATER MANAGEMENT FACILITY - ADDITIONAL PROPERTY CONVEYED BY FINAL JUDGMENT	INSTR # 202341063471
118	26, 42	MANATEE COUNTY	43071 SF	N/A	-	STORMWATER MANAGEMENT FACILITY	
119A	28	PANTHER RANCH, LLC	5369 SF	75.791 AC	-		
119B	28	PANTHER RANCH, LLC	878 SF	SEE 119A	-		
120A	28	FOXWOOD AT PANTHER RIDGE HOMEOWNER'S ASSOCIATION, INC.	1025 SF	-	14.473 AC		
120B	28	FOXWOOD AT PANTHER RIDGE HOMEOWNER'S ASSOCIATION, INC.	1300 SF	-	4.577 AC		
~~121~~	~~31, 32~~	~~PRESERVE COMMUNITY ASSOCIATION, INC.~~	~~987 SF~~	~~-~~	~~34.67 AC~~	~~REMAINDER AREA OBTAINED FROM MANATEE COUNTY PROPERTY APPRAISER WEBSITE~~	VOID
122	31, 32	PETER V. MERRITT, ET UXOR	1829 SF	1.582 AC	-		
123	32	NEIL HUBBARD, ET UXOR	2829 SF	1.712 AC	-		
~~124~~	~~31, 32~~	~~MANATEE COUNTY~~	~~9672 SF~~	~~2.23 AC~~	~~-~~	~~REMAINDER AREA OBTAINED FROM MANATEE COUNTY PROPERTY APPRAISER WEBSITE~~	VOID
~~125~~	~~32~~	~~PRESERVE COMMUNITY ASSOCIATION, INC.~~	~~330 SF~~	~~-~~	~~5.424 AC~~		VOID
126	34	PRESERVE COMMUNITY ASSOCIATION, INC.	785 SF	-	4.528 AC		
~~127~~	~~34~~	~~PRESERVE COMMUNITY ASSOCIATION, INC.~~	~~3449 SF~~	~~-~~	~~0.827 AC~~		VOID
~~128~~	~~7~~	~~SMR TAYLOR RANCH, LLC~~	~~64.678 AC~~	~~2137.213 AC~~	~~-~~	~~REMAINDER AREA OBTAINED FROM MANATEE COUNTY PROPERTY APPRAISER WEBSITE~~	VOID
129	21	SMR NORTHEAST, LLC	536 SF	0	-	TOTAL TAKE	

REVISION BLOCK

REV. P. 100, VOID P. 102. P. 103 & P. 124	WAA	02/03/2021
REV. P. 100, 104, 105, 110, 111B, 112, 114, 115, 117C, 122	WAA	11/30/2021
REV. P. 123 & 126, VOID P. 121, 125 & 127	WAA	11/30/2021
NAME CHANGE FOR PARCEL 115	CEM	01/05/2022
NAME CHANGE FOR PARCEL 117 A, B, C, & D	CEM	03/01/2022
NAME CHANGE FOR P. 107. P. 108. & P. 110	CEM	03/03/2022
NAME CHANGE FOR P. 110	WAA	03/25/2022
REV. REMAINDER FOR P. 108	WAA	03/30/2022
REV. P. 112, VOID P. 128	WAA	04/05/2022
REV P. 100	CEM	06/14/2022
REV P. 100 A	CEM	10/21/2022
NAME CHANGE FOR PARCEL 110	WAA	01/24/2023
ADD REV NOTE FOR P. 117	CEM	07/11/2023
REVISION	BY	DATE

LEGEND

PARCEL NUMBER IDENTIFICATION	TYPE USE
100-699	DEEDS OF ALL TYPES
700-799	TEMPORARY EASEMENTS
800-899	PERPETUAL EASEMENTS
900-999	LICENSE AGREEMENTS

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY DATE
SEE COVER SHEET FOR SIGNATURE AND DATE
FOR DISTRICT SECRETARY

REVISION	BY	DATE	REVISION	BY	DATE

	BY	DATE
PRELIM	G. JONES	8/16/19
FINAL	G. JONES	6/30/20
CHECKED	D.S.Q.A.	6/29/20

FA PROJ NO. N/A
SECTION 13160-000
STATE ROAD NO. 70
MANATEE COUNTY
FP ID 414506-2

MAPS PREPARED BY:
McKIM & CREED, INC.
551 N. CATTLEMEN RD., SUITE 106
SARASOTA, FL 34232 LB 7917

FIELD BOOK NUMBERS:
SEE SHEET ONE
SCALE: N/A

SHEET 50

Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

May 19, 2023

Foxwood at Panther Ridge Homeowners' Association, Inc.
Attn: Nicole Olarsch, President
3651 Cortez Road West, Suite 300
Bradenton, FL 34210

RE: Foxwood at Panther Ridge (SR 70 at 213th St. E)

Dear Ms. Olarsch:

The Florida Department of Transportation – District One (FDOT), along with Manatee County, has identified the need to make improvements along SR 70 from Lorraine Road to CR 675 (Waterbury Road) in order to improve highway operation, safety, and regional mobility. The purpose of the project is to improve traffic operation conditions along the SR 70 corridor to accommodate projected travel demand, specifically increased commuter and freight traffic. This project is anticipated to improve traffic operations and preserve operational capacity along SR 70 to address increased travel demand as a result of projected growth along the corridor and higher volumes of heavy trucks on the corridor due to agricultural and ranching activities in the area.

The Florida Department of Transportation is currently acquiring the right of way needed for FM No. 4145062 section/job 13160-000 SR 70 from Lorraine Road to CR 675/Waterbury Road. The anticipated date of construction is October 20, 2023.

Foxwood at Panther Ridge Homeowners' Association, Inc., currently maintain a subdivision identification sign, sign support structures, landscaping and associated lighting and irrigation features within the median located within Manatee County's existing right of way. The County agreed to allow the median to be constructed and improved via terms in the Maintenance Agreement for Right of Way Island as recorded in Official Records Book 1555, Page 3921 of the Public Records of Manatee County, Florida. These items are located within the limits of construction of the SR 70 project and can no longer remain in their current location. As per the terms of the Maintenance Agreement for Right of Way Island, you will have 30 days from the date this letter is received to remove said encroachment(s). Should you fail to do so, the County will have the encroachments removed, and you may be responsible for any expense incurred by the County for removal. Please contact this office within five (5) working days of receipt of this letter to let us know your plans for removal.

Thank you in advance for your cooperation. You may contact me at (941) 708-7494. I look forward to hearing from you.

JAMES SATCHER District 1 | AMANDA BALLARD District 2 | KEVIN VAN OSTENBRIDGE District 3 | MIKE RAHN District 4 | VANESSA BAUGH District 5 | JASON BEARDEN At Large | GEORGE W. KRUSE At Large

Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

Sincerely,

[redacted]

Myra Prater

Field Maintenance Division Manager

Manatee County Public Works Department

Enclosure

Maintenance Agreement (OR Book 1555, PG 3921)

cc: Mark A. Hanson
Renee Hailey
Catherine Gardyasz
Rick Joslin

JAMES SATCHER District 1 | AMANDA BALLARD District 2 | KEVIN VAN OSTENBRIDGE District 3 | MIKE RAHN District 4 | VANESSA BAUGH District 5 | JASON BEARDEN At Large | GEORGE W. KRUSE At Large

Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

May 19, 2023

Foxwood at Panther Ridge Homeowners' Association, Inc.
c/o Sunstate Association Management Group, Inc.
5602 Marquesas Cir.
Sarasota, FL 34233

RE: Foxwood at Panther Ridge (SR 70 at 213th St. E)

Dear Property Manager:

The Florida Department of Transportation – District One (FDOT), along with Manatee County, has identified the need to make improvements along SR 70 from Lorraine Road to CR 675 (Waterbury Road) in order to improve highway operation, safety, and regional mobility. The purpose of the project is to improve traffic operation conditions along the SR 70 corridor to accommodate projected travel demand, specifically increased commuter and freight traffic. This project is anticipated to improve traffic operations and preserve operational capacity along SR 70 to address increased travel demand as a result of projected growth along the corridor and higher volumes of heavy trucks on the corridor due to agricultural and ranching activities in the area.

The Florida Department of Transportation is currently acquiring the right of way needed for FM No. 4145062 section/job 13160-000 SR 70 from Lorraine Road to CR 675/Waterbury Road. The anticipated date of construction is October 20, 2023.

Foxwood at Panther Ridge Homeowners' Association, Inc., currently maintain a subdivision identification sign, sign support structures, landscaping and associated lighting and irrigation features within the median located within Manatee County's existing right of way. The County agreed to allow the median to be constructed and improved via terms in the Maintenance Agreement for Right of Way Island as recorded in Official Records Book 1555, Page 3921 of the Public Records of Manatee County, Florida. These items are located within the limits of construction of the SR 70 project and can no longer remain in their current location. As per the terms of the Maintenance Agreement for Right of Way Island, you will have 30 days from the date this letter is received to remove said encroachment(s). Should you fail to do so, the County will have the encroachments removed, and you may be responsible for any expense incurred by the County for removal. Please contact this office within five (5) working days of receipt of this letter to let us know your plans for removal.

Thank you in advance for your cooperation. You may contact me at (941) 708-7494. I look forward to hearing from you.

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
VANESSA BAUGH *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

Sincerely,

[redacted]

Myra Prater

Field Maintenance Division Manager

Manatee County Public Works Department

Enclosure

Maintenance Agreement (OR Book 1555, PG 3921)

cc: Mark A. Hanson
Renee Hailey
Catherine Gardyasz
Rick Joslin

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
VANESSA BAUGH *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

May 19, 2023

Foxwood at Panther Ridge Homeowners' Association, Inc.
Attn: Mark A. Hanson
Lobeck & Hansen, P.A
2033 Main St. , Suite 403
Sarasota, Fl 34237-6063

RE: Foxwood at Panther Ridge (SR 70 at 213th St. E)

Dear Mark A. Hanson

The Florida Department of Transportation – District One (FDOT), along with Manatee County, has identified the need to make improvements along SR 70 from Lorraine Road to CR 675 (Waterbury Road) in order to improve highway operation, safety, and regional mobility. The purpose of the project is to improve traffic operation conditions along the SR 70 corridor to accommodate projected travel demand, specifically increased commuter and freight traffic. This project is anticipated to improve traffic operations and preserve operational capacity along SR 70 to address increased travel demand as a result of projected growth along the corridor and higher volumes of heavy trucks on the corridor due to agricultural and ranching activities in the area.

The Florida Department of Transportation is currently acquiring the right of way needed for FM No. 4145062 section/job 13160-000 SR 70 from Lorraine Road to CR 675/Waterbury Road. The anticipated date of construction is October 20, 2023.

Foxwood at Panther Ridge Homeowners' Association, Inc., currently maintain a subdivision identification sign, sign support structures, landscaping and associated lighting and irrigation features within the median located within Manatee County's existing right of way. The County agreed to allow the median to be constructed and improved via terms in the Maintenance Agreement for Right of Way Island as recorded in Official Records Book 1555, Page 3921 of the Public Records of Manatee County, Florida. These items are located within the limits of construction of the SR 70 project and can no longer remain in their current location. As per the terms of the Maintenance Agreement for Right of Way Island, you will have 30 days from the date this letter is received to remove said encroachment(s). Should you fail to do so, the County will have the encroachments removed, and you may be responsible for any expense incurred by the County for removal. Please contact this office within five (5) working days of receipt of this letter to let us know your plans for removal.

JAMES SATCHER District 1 | AMANDA BALLARD District 2 | KEVIN VAN OSTENBRIDGE District 3 | MIKE RAHN District 4 | VANESSA BAUGH District 5 | JASON BEARDEN At Large | GEORGE W. KRUSE At Large

Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

Sincerely,

[redacted]

Myra Prater

Field Maintenance Division Manager

Manatee County Public Works Department

Enclosure

Maintenance Agreement (OR Book 1555, PG 3921)

cc: Mark A. Hanson
Renee Hailey
Catherine Gardyasz
Rick Joslin

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
VANESSA BAUGH *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

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.

BK 1565 PG 3921 MKTH 1123188 1 of 7

4034

S46-637

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.

BK 1555 PG 3922 2 of 7

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

[redacted]
Signature
Deborah L. Fannin
Printed Name

[redacted]
Signature
Marilyn E. Romick
Printed Name

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

By: [redacted]
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.

[redacted]
Signature
Deborah L. Fannin
Printed Name

NOTARY PUBLIC-STATE OF FLORIDA
Commission Number: 597212

BK 1555 PG 3923 3 of 7

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: [redacted]
Chairman

ATTEST: [redacted]
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: _____

BK 1555 PG 3924 4 of 7



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

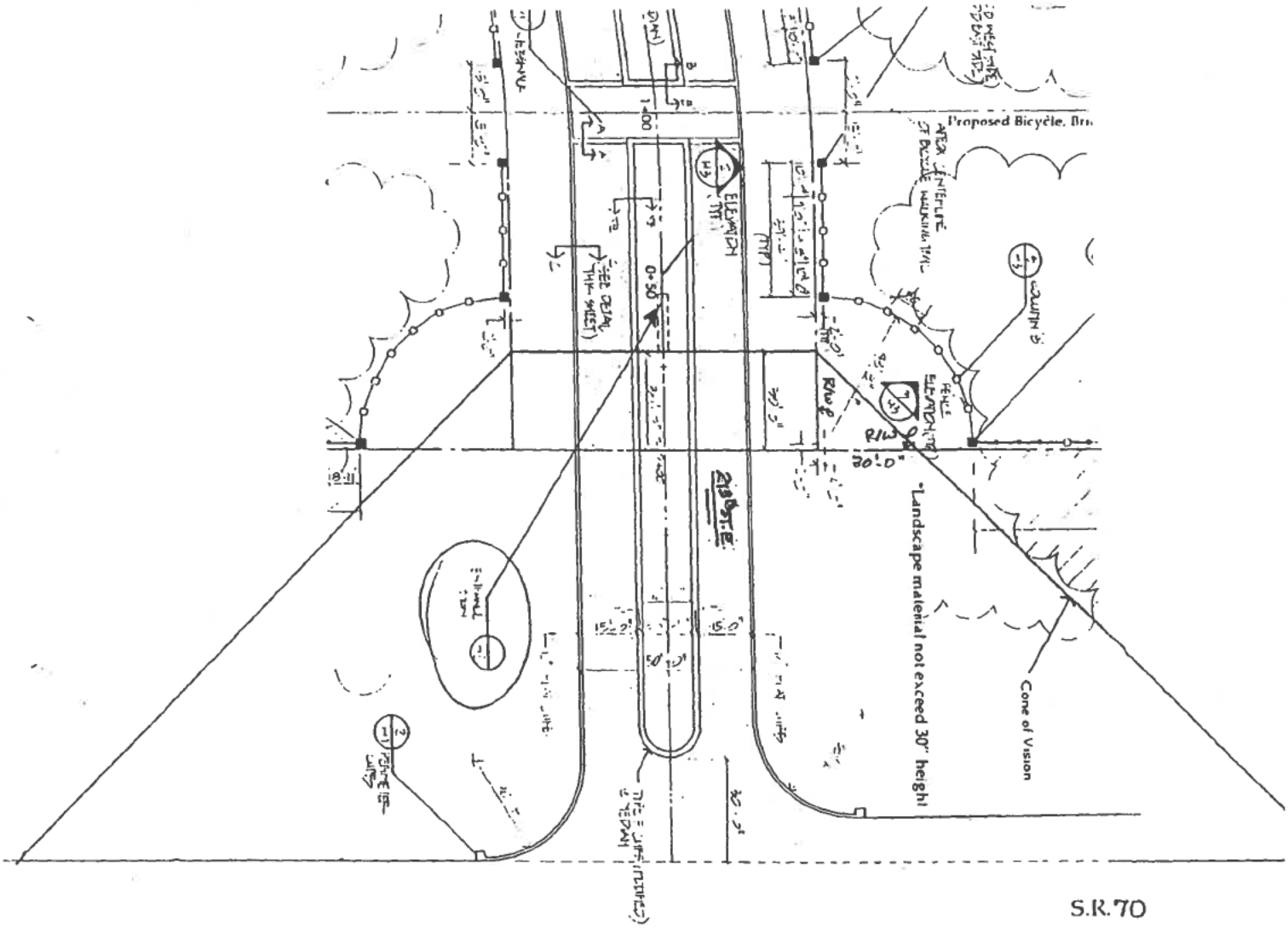
DLL

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

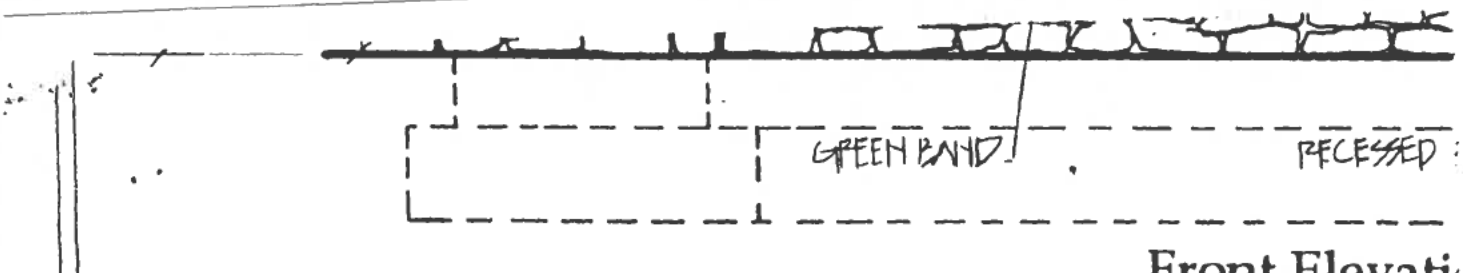
BK 1555 PG 3925 5 of 7



Foxwood

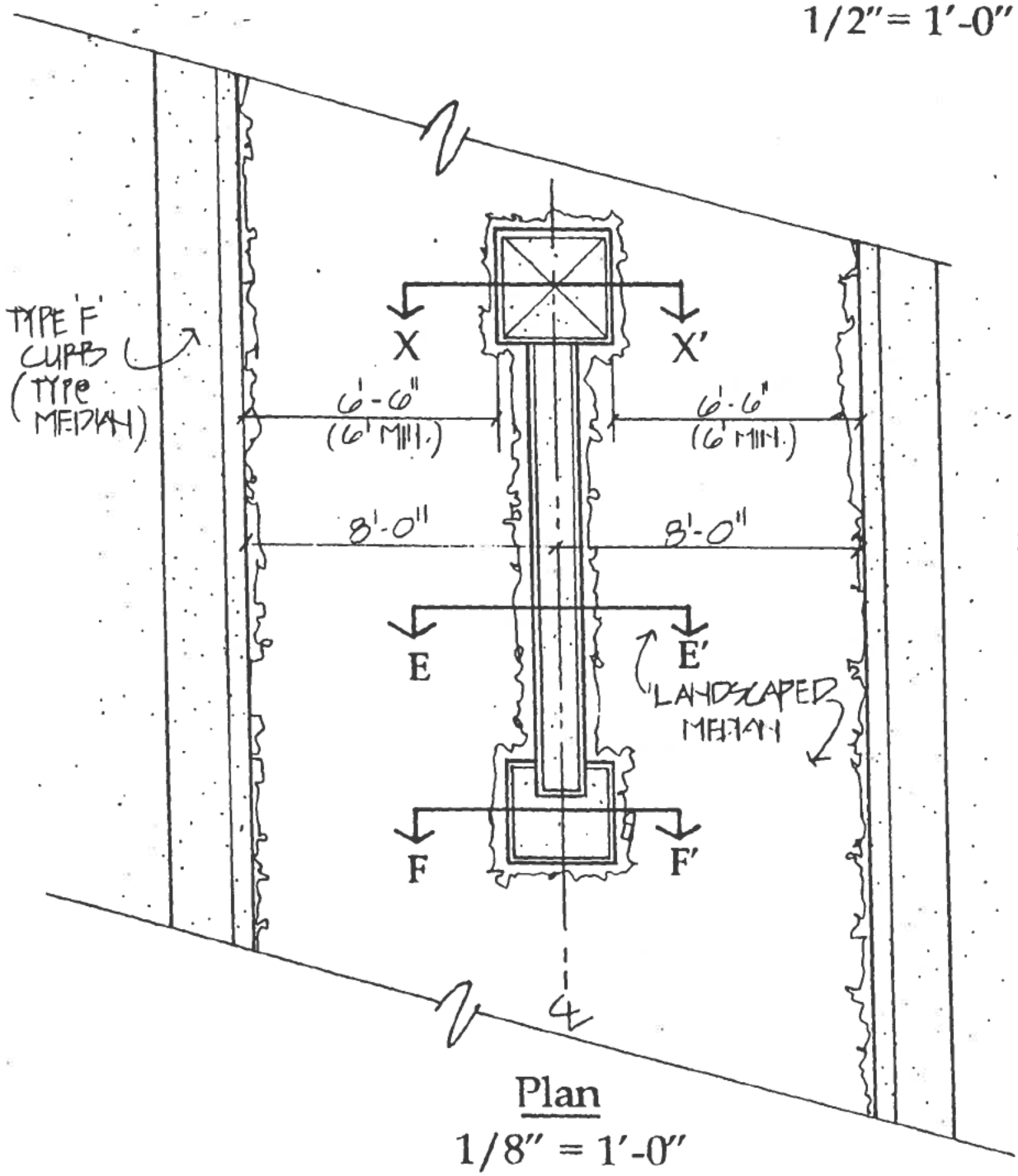
Michael Flanegi
Landscape Arch
4411 Clark Road
Sarasota, FL 342
Phone: (941) 9
FAX: (941) 9

EXHIBIT A



Front Elevati

1/2" = 1'-0"



Plan

1/8" = 1'-0"

OR 1555 PG 3927 FILED AND RECORDED 05/22/98 8:34AM 7 of 7
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



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.

OR 1565 PG 3921 DKT# 1123188 1 of 7

4034

S46-637

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.

BK 1555 PG 3922 2 of 7

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

[redacted]
Signature
Deborah L. Fannin
Printed Name

[redacted]
Signature
Marilyn E. Romiak
Printed Name

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

By: [redacted]
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.

[redacted]
Signature
Deborah L. Fannin
Printed Name

NOTARY PUBLIC-STATE OF FLORIDA
Commission Number: 597212

BK 1555 PG 3923 3 of 7

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: [redacted]
Chairman

ATTEST: [redacted]
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: _____

BK 1555 PG 3924 4 of 7



Pr Opann - Planning: Affid.
w/be completed c the time
the building permit is
issued.

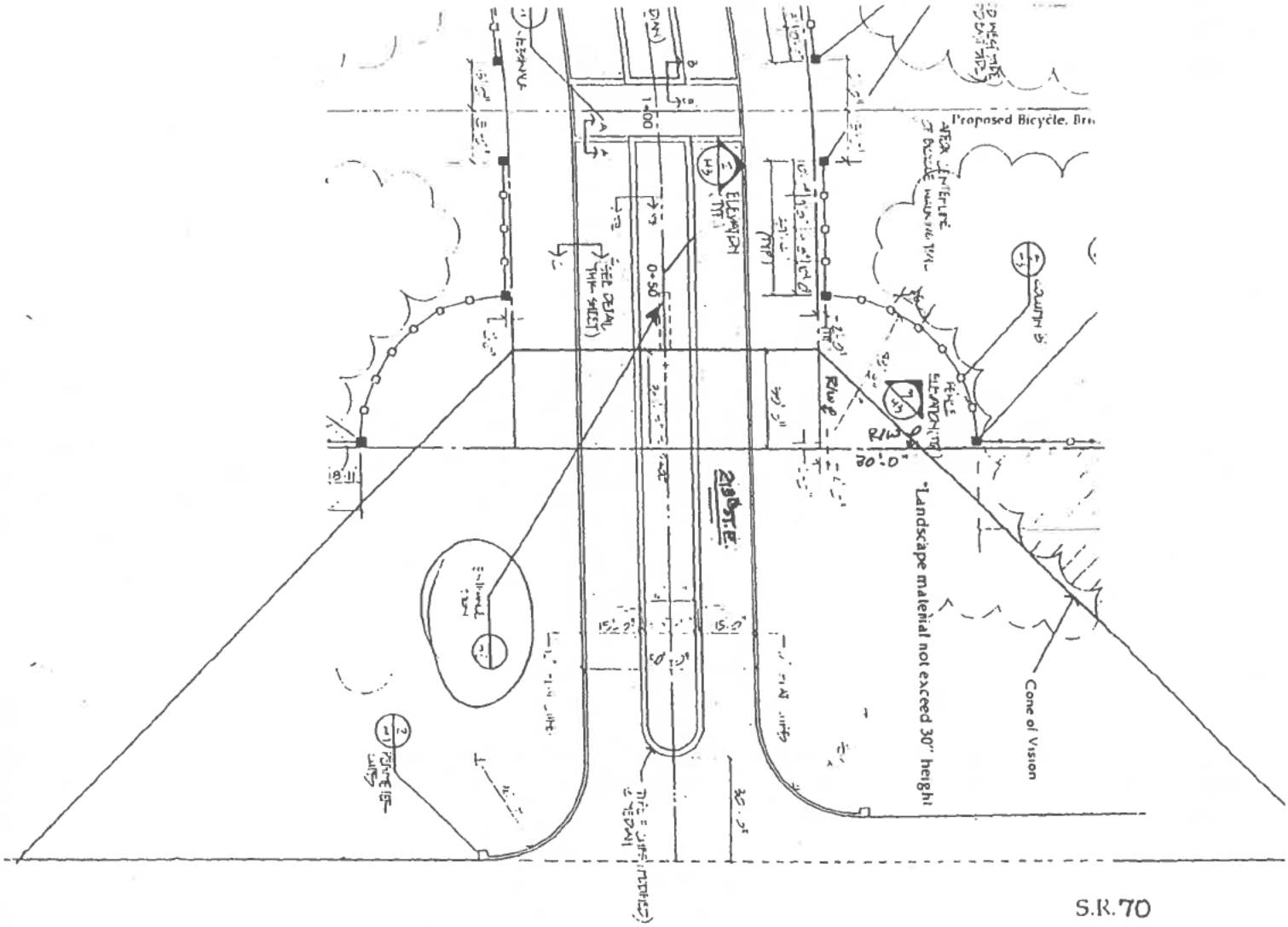
STATE OF FLORIDA
COUNTY OF MANATEE

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

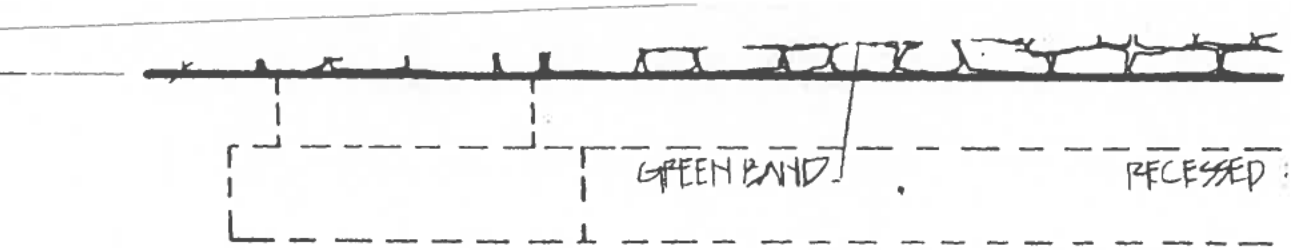
_____ _____
My Commission Number & Expiration Date Notary's Office Stamp

BK 1555 PG 3925 5 of 7



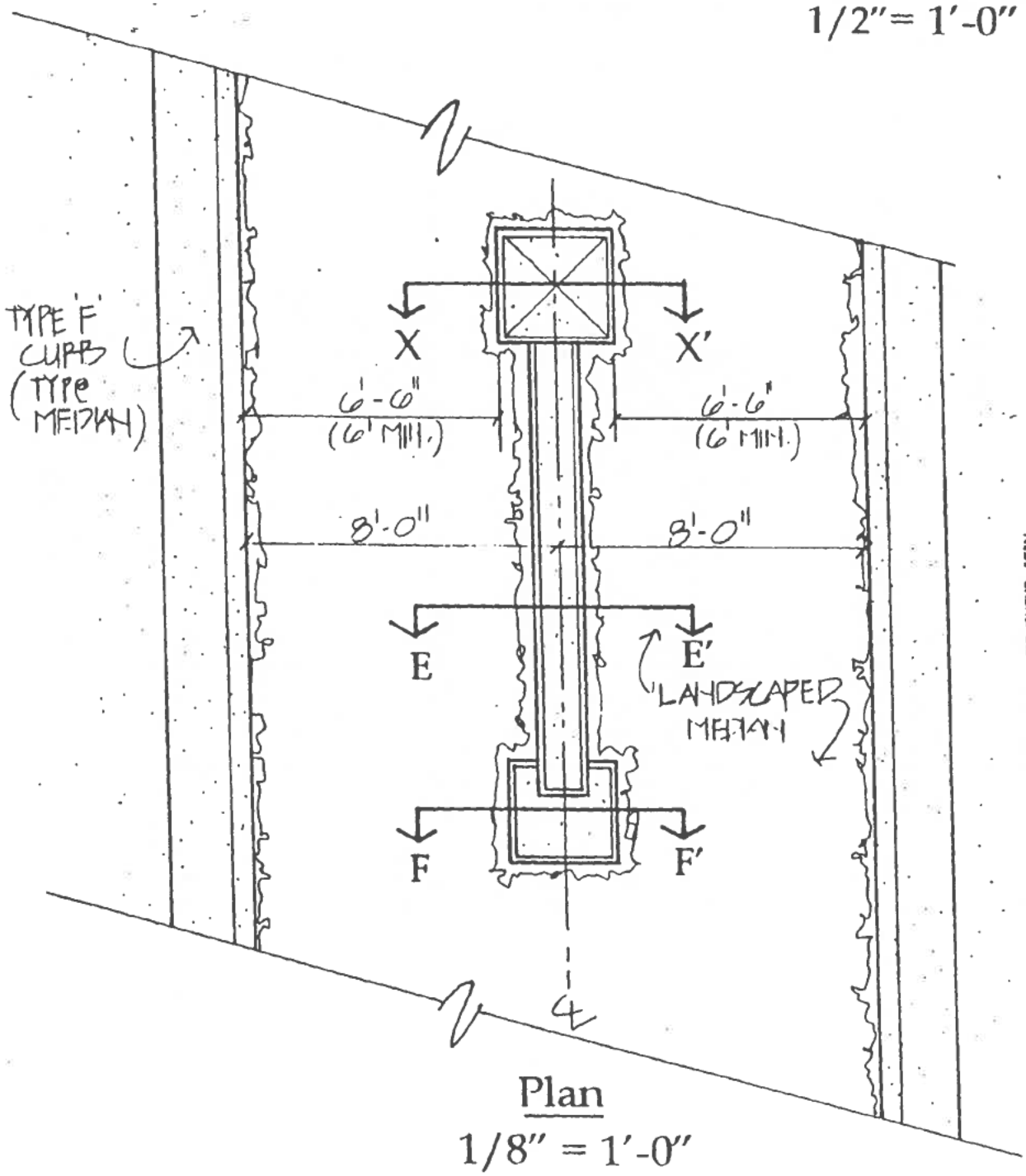
Michael Flanegi
Landscape Arch
4411 Clark Road
Sarasota, FL 342
Phone: (941) 9
FAX: (941) 9

Foxwood



Front Elevati

1/2"= 1'-0"



Plan

1/8" = 1'-0"

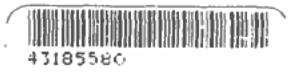
BK 1555 PG 3977 FILED AND RECORDED 05/22/98 8:34AM 7 of 7
R.D. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

EXHIBIT B

17'-4"

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

6/3/98
RH



RECORDED 5-19-98
PAGE NO. 201
MINUTE BOOK NO. 416

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.

BK 1555 PG 3921 MKT# 1123188 1 of 7

4034

S46-637

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.

BK 1565 PG 3922 2 of 7

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

[redacted]
Signature
Deborah L. Fannin
Printed Name

[redacted]
Signature
Marilyn E. Romiak
Printed Name

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

By: [redacted]
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.

[redacted]
Signature
Deborah L. Fannin
Printed Name

NOTARY PUBLIC-STATE OF FLORIDA
Commission Number: 597212

BK 1555 PG 3923 3 of 7

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: [redacted]
Chairman

ATTEST [redacted]
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: _____

BK 1555 PG 3924 4 of 7



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

pll

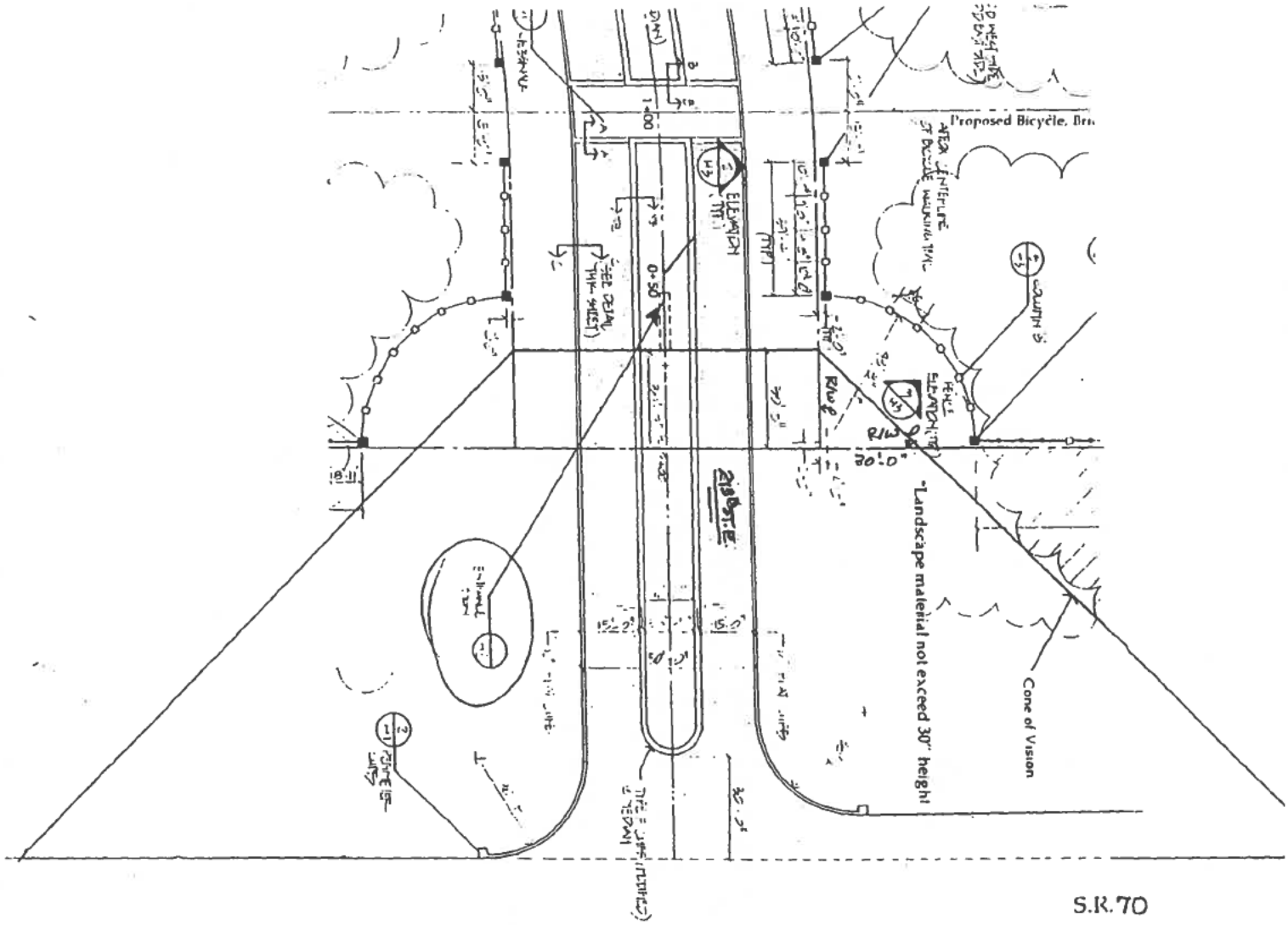
STATE OF FLORIDA
COUNTY OF MANATEE

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

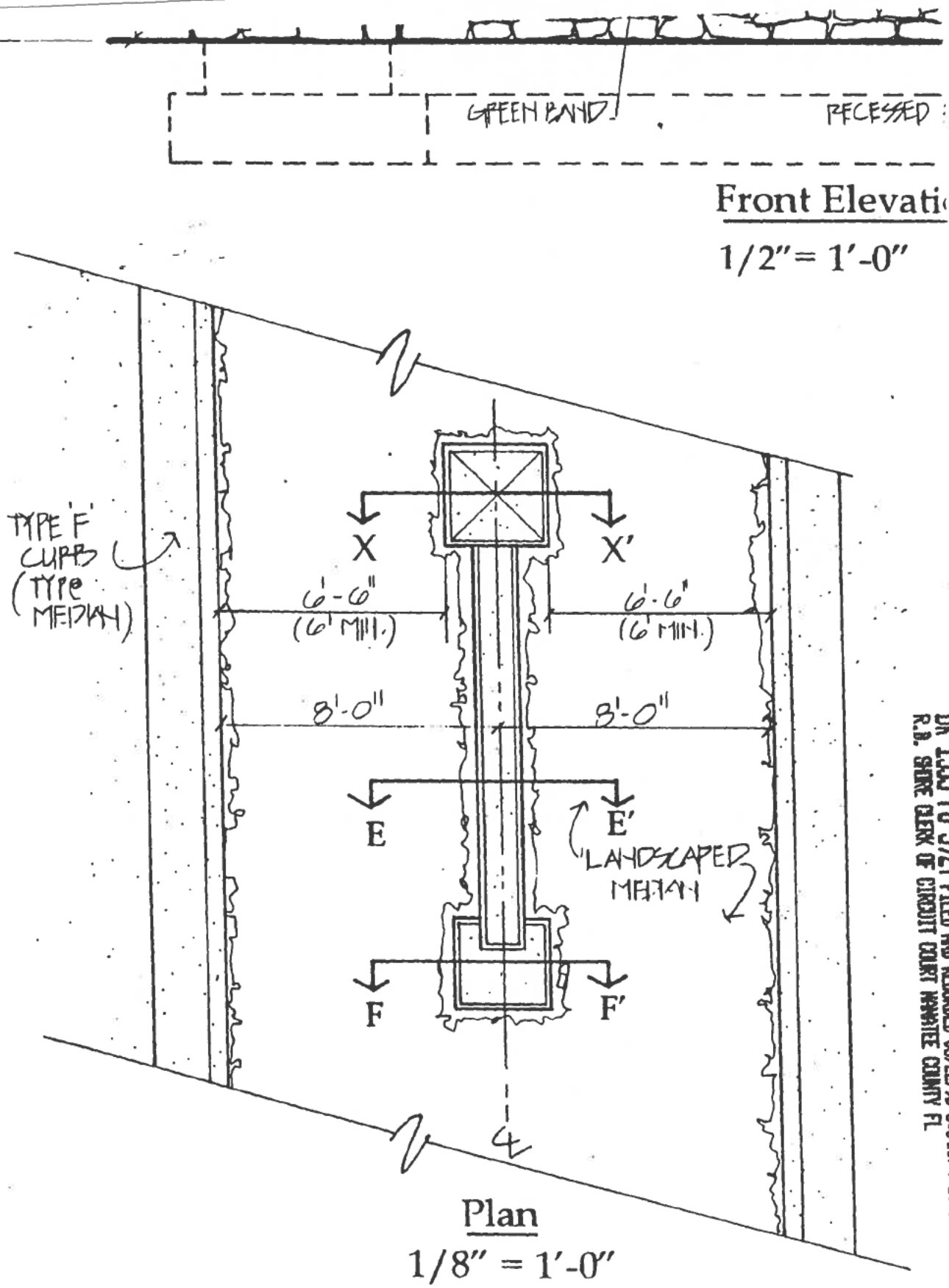
BK 1555 PG 3925 5 of 7



Foxwood

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

EXHIBIT A



Front Elevati

1/2" = 1'-0"

Plan

1/8" = 1'-0"

BK 1555 PG 3927 FILED AND RECORDED 05/22/98 8:34AM 7 of 7
R.D. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

EXHIBIT B

17'-4"

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

6/3/98
RH



Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

May 19, 2023

Foxwood at Panther Ridge Homeowners' Association, Inc.
c/o Sunstate Association Management Group, Inc.
5602 Marquesas Cir.
Sarasota, FL 34233

RE: Foxwood at Panther Ridge (SR 70 at 213th St. E)

Dear Property Manager:

The Florida Department of Transportation – District One (FDOT), along with Manatee County, has identified the need to make improvements along SR 70 from Lorraine Road to CR 675 (Waterbury Road) in order to improve highway operation, safety, and regional mobility. The purpose of the project is to improve traffic operation conditions along the SR 70 corridor to accommodate projected travel demand, specifically increased commuter and freight traffic. This project is anticipated to improve traffic operations and preserve operational capacity along SR 70 to address increased travel demand as a result of projected growth along the corridor and higher volumes of heavy trucks on the corridor due to agricultural and ranching activities in the area.

The Florida Department of Transportation is currently acquiring the right of way needed for FM No. 4145062 section/job 13160-000 SR 70 from Lorraine Road to CR 675/Waterbury Road. The anticipated date of construction is October 20, 2023.

Foxwood at Panther Ridge Homeowners' Association, Inc., currently maintain a subdivision identification sign, sign support structures, landscaping and associated lighting and irrigation features within the median located within Manatee County's existing right of way. The County agreed to allow the median to be constructed and improved via terms in the Maintenance Agreement for Right of Way Island as recorded in Official Records Book 1555, Page 3921 of the Public Records of Manatee County, Florida. These items are located within the limits of construction of the SR 70 project and can no longer remain in their current location. As per the terms of the Maintenance Agreement for Right of Way Island, you will have 30 days from the date this letter is received to remove said encroachment(s). Should you fail to do so, the County will have the encroachments removed, and you may be responsible for any expense incurred by the County for removal. Please contact this office within five (5) working days of receipt of this letter to let us know your plans for removal.

Thank you in advance for your cooperation. You may contact me at (941) 708-7494. I look forward to hearing from you.

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
VANESSA BAUGH *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

Sincerely,

[redacted]

Myra Prater

Field Maintenance Division Manager

Manatee County Public Works Department

Enclosure

Maintenance Agreement (OR Book 1555, PG 3921)

cc: Mark A. Hanson
Renee Hailey
Catherine Gardyasz
Rick Joslin

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
VANESSA BAUGH *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

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.

OR 1565 PG 3921 DKT# 1123188 1 of 7

4034

S46-637

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.

BK 1555 PG 3922 2 of 7

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

[redacted]
Signature
Deborah L. Fannin
Printed Name

[redacted]
Signature
Marilyn E. Romiak
Printed Name

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

By: [redacted]
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.

[redacted]
Signature
Deborah L. Fannin
Printed Name

NOTARY PUBLIC-STATE OF FLORIDA
Commission Number: 597212

BK 1555 PG 3923 3 of 7

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: [redacted]
Chairman

ATTEST: [redacted]
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: _____

BK 1555 PG 3924 4 of 7



Pr Opann - Planning: Affid.
w/be completed c the time
the building permit is
issued.

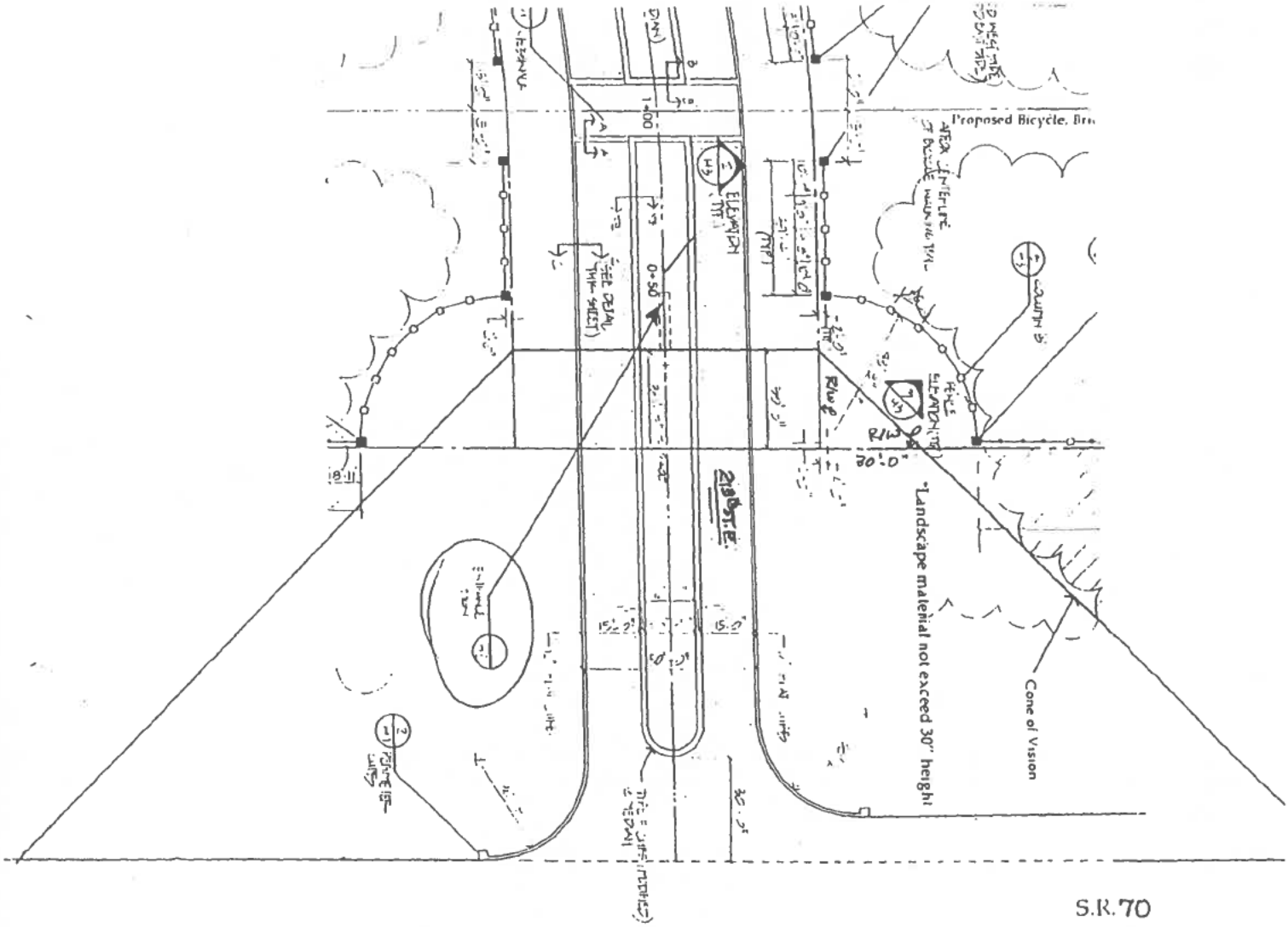
STATE OF FLORIDA
COUNTY OF MANATEE

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

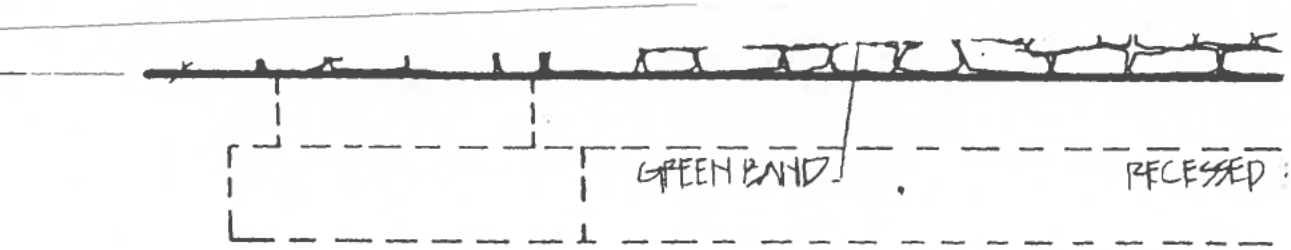
_____ _____
My Commission Number & Expiration Date Notary's Office Stamp

BK 1555 PG 3925 5 of 7



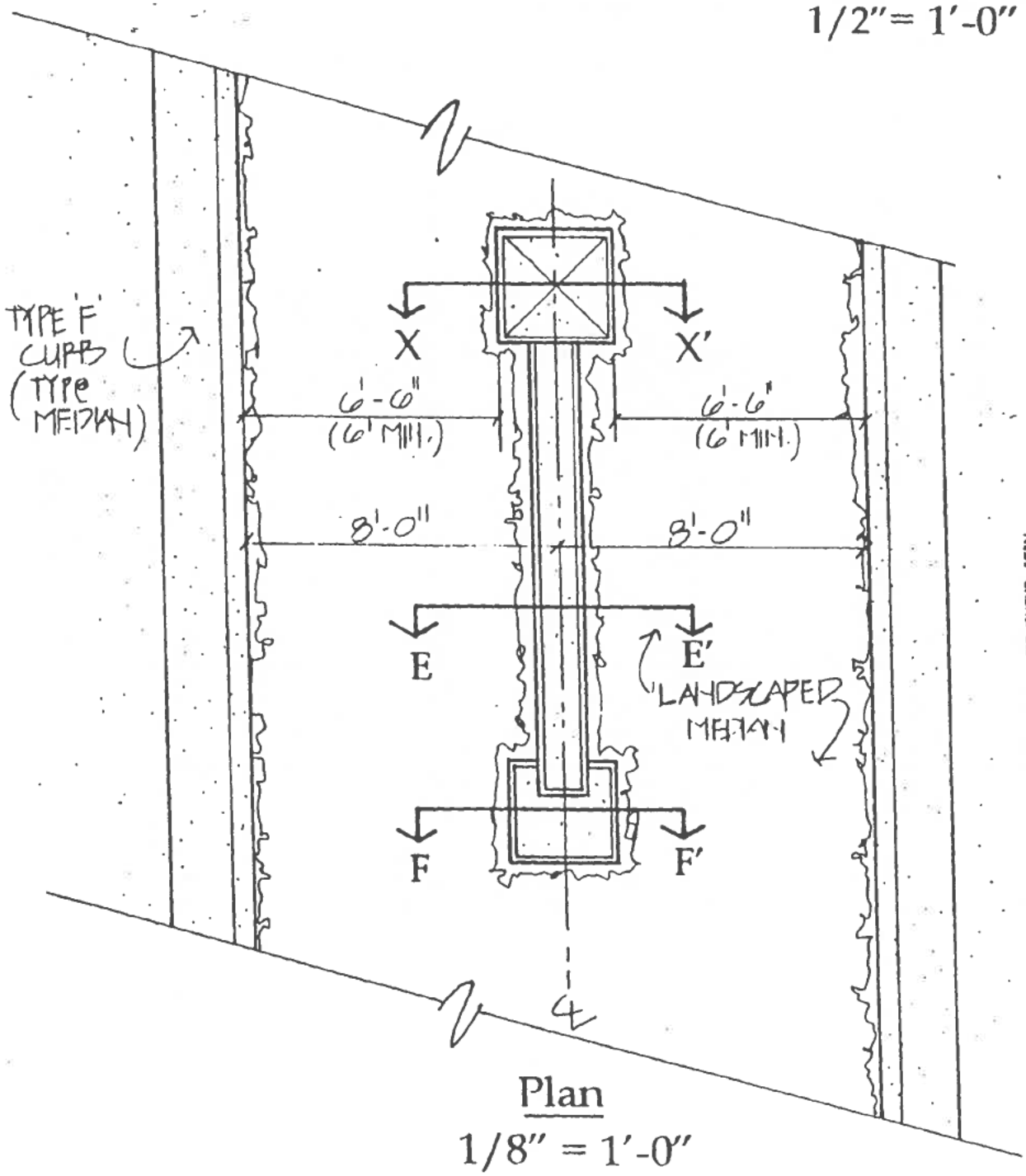
Michael Flanegi
Landscape Arch
4411 Clark Road
Sarasota, FL 342
Phone: (941) 9
FAX: (941) 9

Foxwood



Front Elevati

1/2"= 1'-0"



Plan

1/8" = 1'-0"

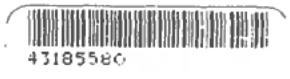
BK 1555 PG 3977 FILED AND RECORDED 05/22/98 8:34AM 7 of 7
R.D. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

EXHIBIT B

17'-4"

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

6/3/98
RH



Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

May 19, 2023

Foxwood at Panther Ridge Homeowners' Association, Inc.
Attn: Mark A. Hanson
Lobeck & Hansen, P.A
2033 Main St. , Suite 403
Sarasota, Fl 34237-6063

RE: Foxwood at Panther Ridge (SR 70 at 213th St. E)

Dear Mark A. Hanson

The Florida Department of Transportation – District One (FDOT), along with Manatee County, has identified the need to make improvements along SR 70 from Lorraine Road to CR 675 (Waterbury Road) in order to improve highway operation, safety, and regional mobility. The purpose of the project is to improve traffic operation conditions along the SR 70 corridor to accommodate projected travel demand, specifically increased commuter and freight traffic. This project is anticipated to improve traffic operations and preserve operational capacity along SR 70 to address increased travel demand as a result of projected growth along the corridor and higher volumes of heavy trucks on the corridor due to agricultural and ranching activities in the area.

The Florida Department of Transportation is currently acquiring the right of way needed for FM No. 4145062 section/job 13160-000 SR 70 from Lorraine Road to CR 675/Waterbury Road. The anticipated date of construction is October 20, 2023.

Foxwood at Panther Ridge Homeowners' Association, Inc., currently maintain a subdivision identification sign, sign support structures, landscaping and associated lighting and irrigation features within the median located within Manatee County's existing right of way. The County agreed to allow the median to be constructed and improved via terms in the Maintenance Agreement for Right of Way Island as recorded in Official Records Book 1555, Page 3921 of the Public Records of Manatee County, Florida. These items are located within the limits of construction of the SR 70 project and can no longer remain in their current location. As per the terms of the Maintenance Agreement for Right of Way Island, you will have 30 days from the date this letter is received to remove said encroachment(s). Should you fail to do so, the County will have the encroachments removed, and you may be responsible for any expense incurred by the County for removal. Please contact this office within five (5) working days of receipt of this letter to let us know your plans for removal.

JAMES SATCHER District 1 | AMANDA BALLARD District 2 | KEVIN VAN OSTENBRIDGE District 3 | MIKE RAHN District 4 | VANESSA BAUGH District 5 | JASON BEARDEN At Large | GEORGE W. KRUSE At Large

Public Works Department
Division Name
1022 26th Avenue E
Bradenton, FL 34208
Phone: (941) 708-7497

Sincerely,

[redacted]

Myra Prater

Field Maintenance Division Manager

Manatee County Public Works Department

Enclosure

Maintenance Agreement (OR Book 1555, PG 3921)

cc: Mark A. Hanson
Renee Hailey
Catherine Gardyasz
Rick Joslin

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
VANESSA BAUGH *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

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.

BK 1565 PG 3921 MKTH 1123188 1 of 7

4034

S46-637

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.

BK 1555 PG 3922 2 of 7

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

[redacted]
Signature
Deborah L. Fannin

[redacted]
Signature
Marilyn E. Romiak
Printed Name

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

By: [redacted]
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.

[redacted]
Signature
Deborah L. Fannin
Printed Name

NOTARY PUBLIC-STATE OF FLORIDA
Commission Number: 597212

BK 1555 PG 3923 3 of 7

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: [redacted]
Chairman

ATTEST: [redacted]
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: _____

BK 1555 PG 3924 4 of 7



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

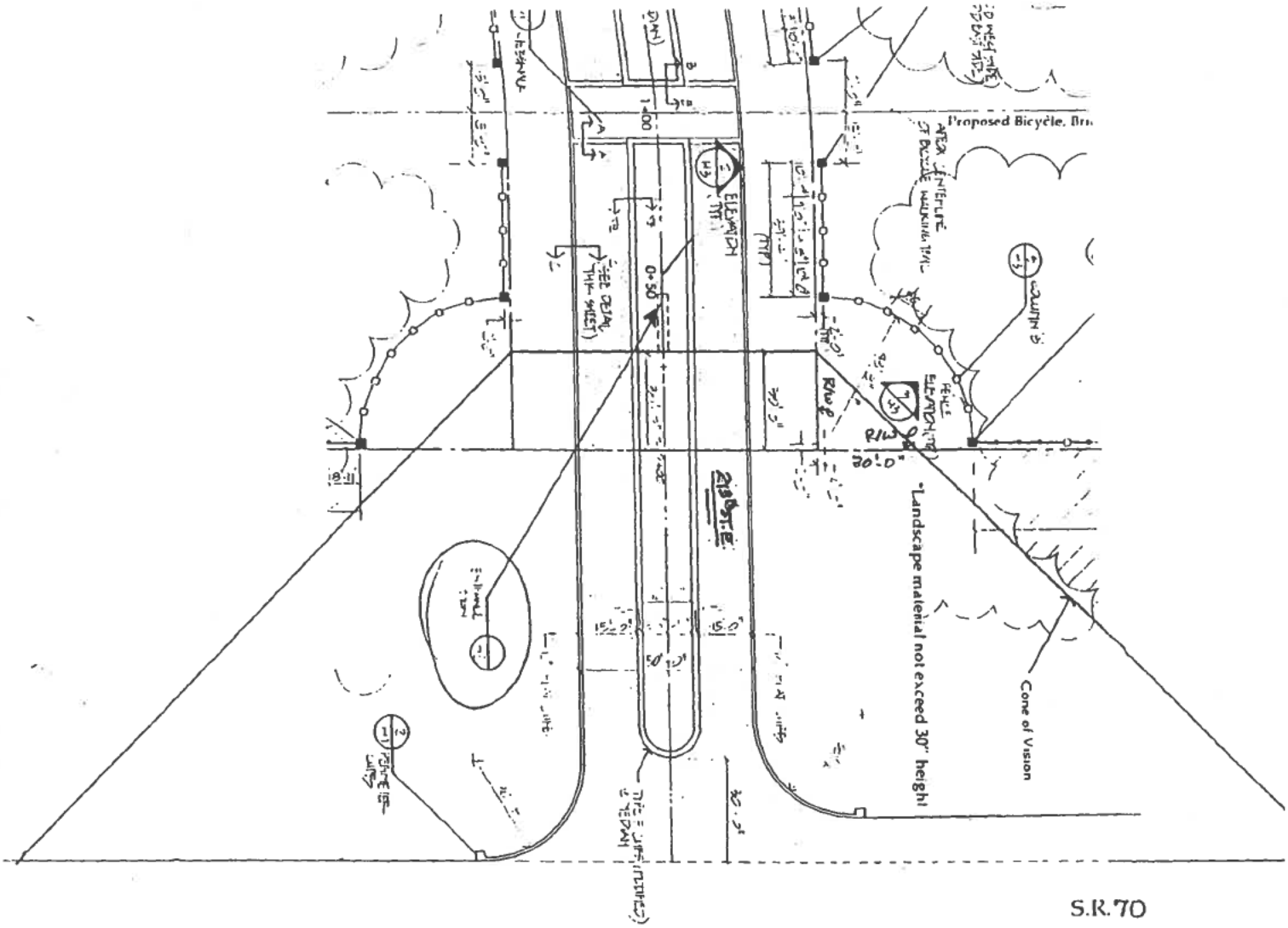
DLL

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

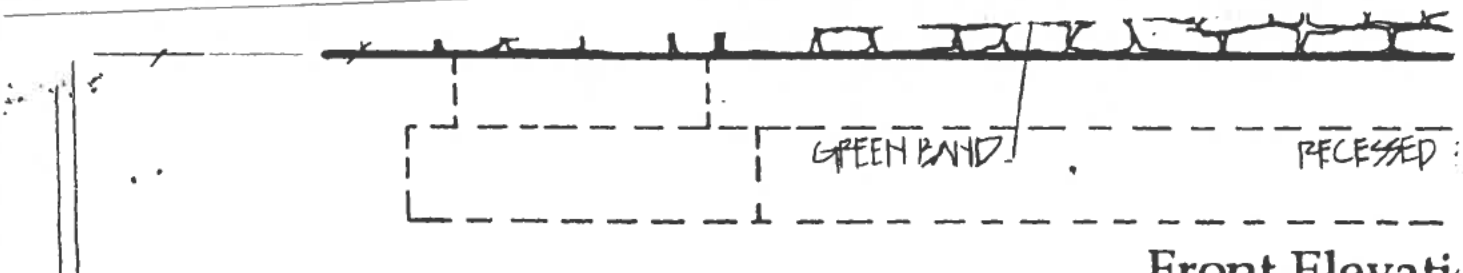
BK 1555 PG 3925 5 of 7



Foxwood

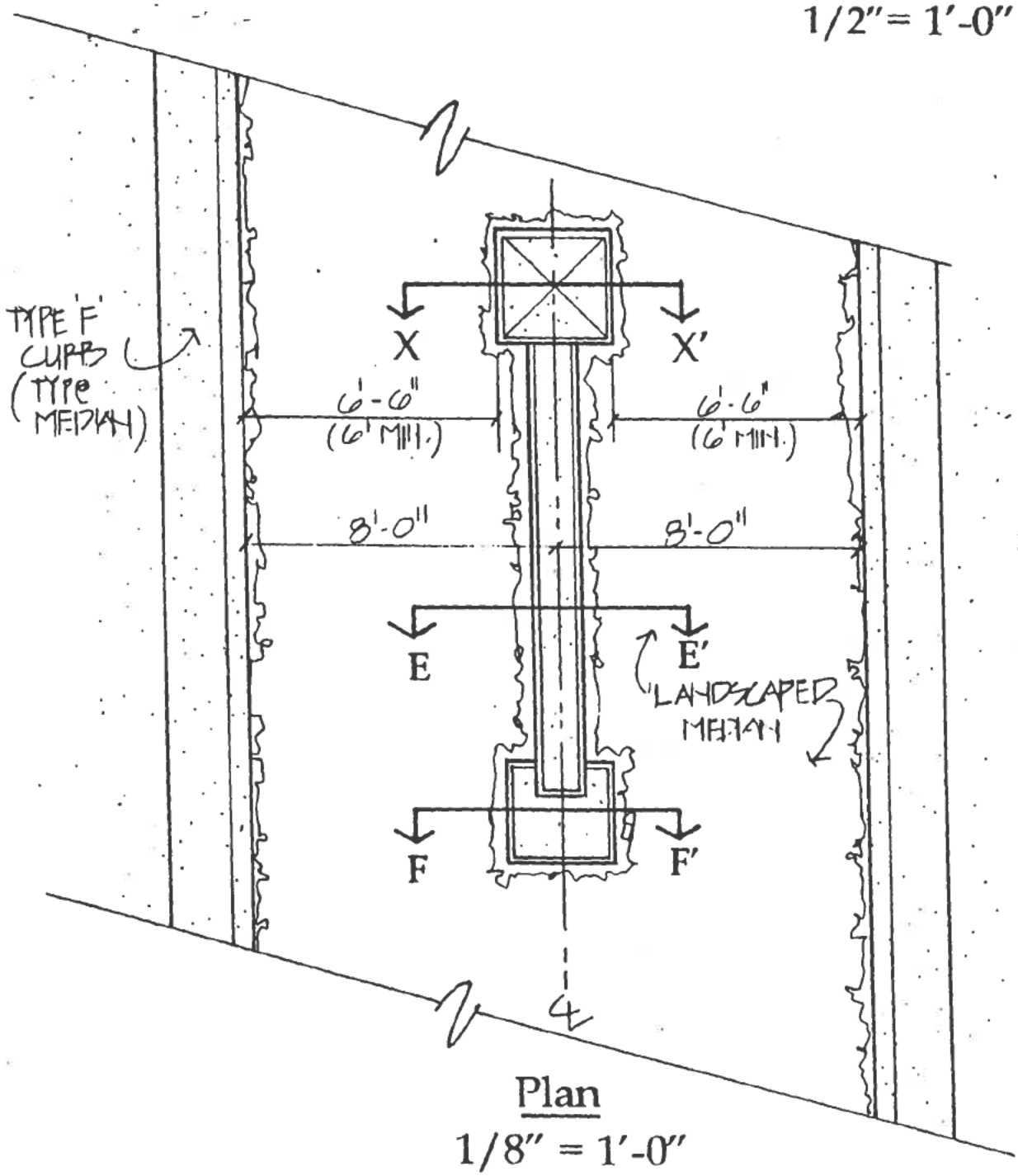
Michael Flanegi
Landscape Arch
4411 Clark Road
Sarasota, FL 342
Phone: (941) 9
FAX: (941) 9

EXHIBIT A



Front Elevati

1/2" = 1'-0"



Plan

1/8" = 1'-0"

OR 1555 PG 3927 FILED AND RECORDED 05/22/98 8:34AM 7 of 7
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



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.

OR 1555 PG 3921 BK# 1127188 1 of 7

4034

S46-637

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.

BK 1555 PG 3922 2 of 7

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

[redacted]
Signature
Deborah L. Fannin
Printed Name

[redacted]
Signature
Marilyn E. Romick
Printed Name

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

By: [redacted]
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.

[redacted]
Signature
Deborah L. Fannin
Printed Name

NOTARY PUBLIC-STATE OF FLORIDA
Commission Number: 597212

BK 1555 PG 3923 3 of 7

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: [redacted]
Chairman

ATTEST: [redacted]
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: _____

BK 1555 PG 3974 4 of 7



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

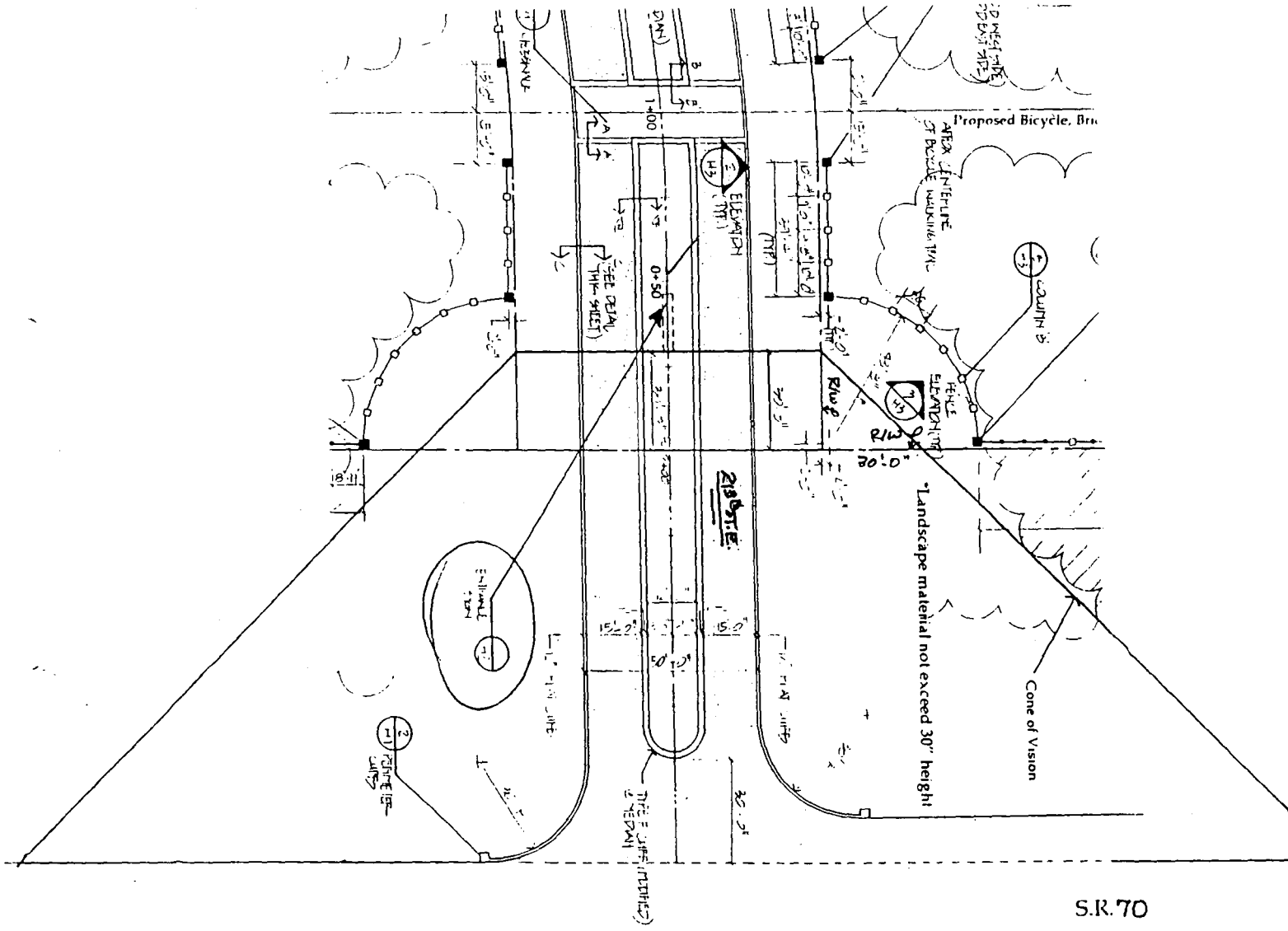
DLL

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.

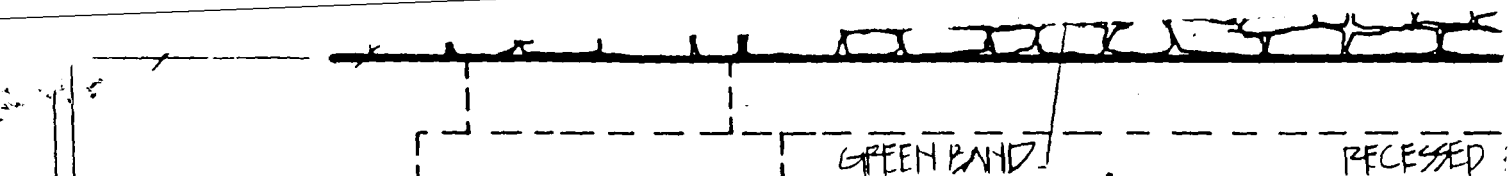
_____	_____
Notary Public Signature	Print Notary's Name
_____	_____
My Commission Number & Expiration Date	Notary's Office Stamp

BK 1555 PG 3025 5 of 7



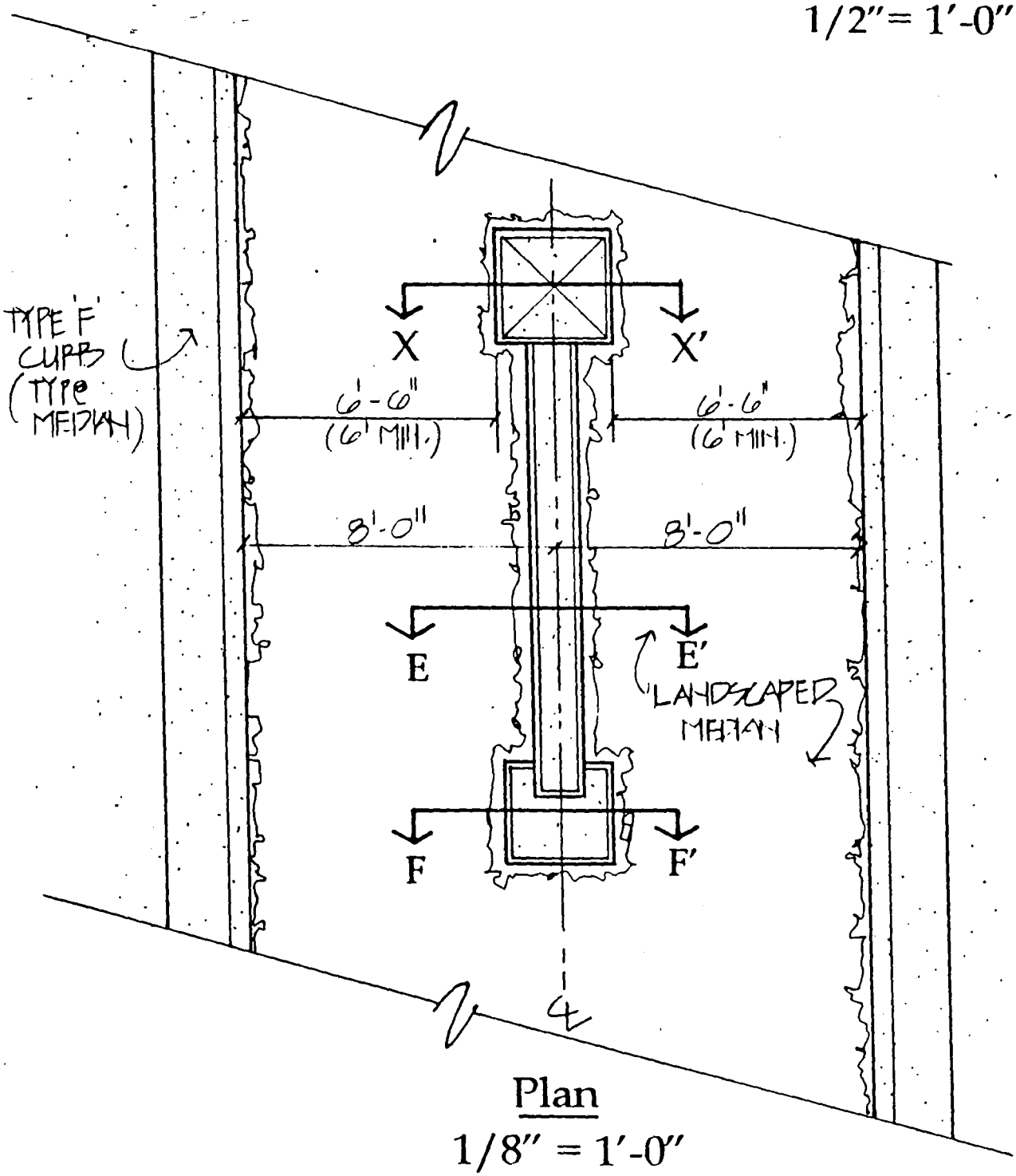
Michael Flanegi
Landscape Arch
4411 Clark Road
Sarasota, FL 342
Phone: (941) 9
FAX: (941) 9

Foxwood



Front Elevati

1/2" = 1'-0"



Plan

1/8" = 1'-0"

BK 1555 PG 3927 FILED AND RECORDED 05/22/98 8:34AM 7 of 7
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