

MAINTENANCE AGREEMENT
FOR
RIGHT-OF-WAY ISLAND

THIS AGREEMENT, by and between Silverleaf Neighborhood Association, Inc. (Name of Association) hereinafter to as the “**Association**” and the County of Manatee, political subdivision of the State of Florida, hereinafter referred to as the “**County**”.

WITNESSETH:

WHEREAS, Silverleaf Phase 3 @ is a residential development 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 installed on public right(s) of way, at the intersection of Old Tampa Road (street) and Silverleaf Avenue (street) as shown on the **Exhibit “B”** drawing, attached hereto, and made a part hereof, and hereinafter referred to as the Median@, and upon said median will install and pay for the maintenance of the landscaping, associated lighting, irrigation features and identification sign; 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 there from, 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 agree as follows:

1. Notwithstanding the acceptance of the dedication Silverleaf Avenue (street) 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 improvement in a neat and attractive condition and good repair at its sole cost and expense.

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, James R. Schier confirms that he is the President of Silverleaf Neighborhood 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 afore stated 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 property given upon such notice being deposited in the United States Mail, postage prepaid, addressed to the Association at 5800 Lakewood Ranch Blvd., Sarasota, FL 34240, 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. This 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.

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.

SIGNED AND SEALED this 15 day of January, 2019.

WITNESSES:

Fabio Hediger
Witness

Fabio Hediger
Type or Print Name

Donna Kehoe
Witness

Donna Kehoe
Type or Print Name

James R. Schier
Vice President

James R. Schier
Type or Print Name

Title (If Attorney-in-Fact, attach Power of Attorney)

Postal Address

5800 Lakewood Ranch Blvd
Sarasota, FL 34240

City, State, Zip

OR CORPORATE SEAL:

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA _____
COUNTY OF Sarasota

The foregoing instrument was subscribed and sworn to before me this 15 day of January, 2019, by James R Schier as (Title) _____ of _____ (Name of the Association), a Florida Corporation, identified herein and how is personally known to me or who has produced _____ (Type of Identification) as identification.

Veronica McGuire
Notary Public

NOTARY SEAL:



Veronica McGuire
Printed Name of Notary

My Commission Expires: May 29, 2021 Commission No. GG91881

**MANATEE COUNTY, a political subdivision of
the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk