

**MAINTENANCE AGREEMENT  
FOR  
RIGHT-OF-WAY IMPROVEMENTS**

**THIS AGREEMENT** is entered into by and between EVERGREEN OF MANATEE COUNTY COMMUNITY ASSOCIATION, a Florida corporation not for profit, hereinafter referred to as the "Licensee" and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County".

**WITNESSETH:**

**WHEREAS**, the Licensee desires to construct and/or to assume the maintenance responsibilities for islands installed on the public right(s)-of-way of Rock Sound Street and Nippers Drive, such improvements to be constructed and maintained in substantial compliance with the site plan, attached hereto as Exhibit "A" and made a part hereof, and hereinafter referred to as the "Improvements"; and

**WHEREAS**, the Licensee will pay for the construction and/or maintenance of the Improvements; and

**WHEREAS**, the County agrees to allow the Improvements to remain and/or additional Improvements to be constructed within the County's right(s)-of-way as depicted on Exhibit "A" (*attach site map location*) only if the Licensee will execute and deliver this Agreement relating to the maintenance thereof and providing that the Licensee agrees to hold the County harmless therefrom; and

**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 Licensee and County hereby agree as follows:

1. It is and shall continue to be the sole obligation of the Licensee to maintain the Improvements, including any and all signs, structures, associated lighting and irrigation facilities, and other ancillary items for so long as the Licensee desires to have such Improvements remain upon the County's right-of-way. In connection therewith, the Licensee shall maintain the Improvements in a neat and attractive condition and good repair at its sole cost and expense.

2. The Licensee understands and agrees that the rights and privileges granted in this Agreement are limited by the County's rights, title and interest in the land to be entered upon and used by the Licensee, and the Licensee will at all times assume all risk of and indemnify, defend, and hold harmless the County, 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 Licensee of the aforesaid rights and privileges.

3. Prior to any excavation, the Licensee declares that it will comply with the One Call Notification Procedures in accordance with Florida Statute §556.104. Further, the Licensee agrees that it has confirmed with Manatee County the location of all known existing utilities, both aerial and underground. The Licensee further agrees that construction and/or maintenance of an irrigation system and other improvements within the right-of-way shall not interfere with any existing facilities and underground utilities.

4. By signing this Agreement, Mr. Ryan Zook confirms that he is the President of the Licensee and has the authority to bind the Licensee to the instructions and conditions stated herein.

5. The County may require, upon a minimum thirty (30) days written notice to the Licensee, that the Licensee perform maintenance, repair, relocation or removal of the Improvements. Upon receipt of such notice, the Licensee will take or cause the necessary corrective actions within such reasonable time as may be specified in such notice. After expiration of such reasonable time, but no sooner than thirty (30) days, if the Licensee fails to take the necessary corrective actions, County may cause the maintenance, repair, relocation, or removal of the landscaping in such a manner as the County, in its sole discretion, deems appropriate, and at the expense of the Licensee.

6. County specifically reserves the right to take such action as it deems necessary, in its sole discretion, and without notice to Licensee in order to protect the public from unsafe conditions that may arise in any manner on account of the exercise or attempted exercise by the Licensee of the aforesaid rights and privileges.

7. Licensee acknowledges and agrees that no approval is given hereby for the Improvements. No Improvements shall be placed in the right-of-way unless and until all proper authorizations have been obtained and all applicable standards and requirements have been met, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, or right-of-way use permit, and all conditions or stipulations thereto.

8. Should the Licensee fail or refuse to maintain, repair, relocate, or replace the Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Licensee, including specific performance to which the Licensee hereby agrees.

9. Any notice to be given to the Licensee hereunder shall be deemed properly given upon such notice being deposited in the United States Mail, postage prepaid, addressed to the Licensee at 12602 Telecom Drive, Tampa, FL 33637, or such other address as the Licensee may hereinafter designate in writing to the County. All notices hereunder shall be by general mail, postage prepaid.

10. 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.

SIGNED AND SEALED this 6<sup>th</sup> day of February, 20 20.

WITNESSES:

Zamir Ode  
Signature

Zamir Ode  
(Type or Print Name)

Michelle Faro  
Signature

Michelle Faro  
(Type or Print Name)

[Signature]  
Evergreen of Manatee County Community  
Association, Inc.  
President  
(Title)

Ryan Zook  
(Type or Print Name)

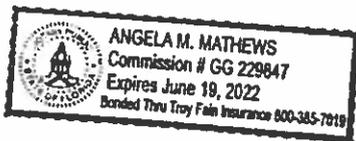
12602 Telecom Drive  
(Address of Licensee)

Tampa, FL 33637  
(City, State, Zip)

STATE OF FLORIDA

COUNTY OF MANATEE Hillsborough

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 20 20, by Ryan Zook as President/Chairman of Evergreen of Manatee County, a Florida Corporation, who is personally known to me or who has produced by means of physical presence (type of identification) as identification.



[Signature]  
Notary Public

Angela M. Mathews  
(Printed Name of Notary Public)

My commission expires: 6/19/22

**APPROVED AND ACCEPTED** for and on behalf of Manatee County, Florida, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA**

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**CHAIRMAN**

ATTEST: Angelina Colonnese  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk