

THIS AGREEMENT PREPARED BY:
Pamela J. D'Agostino, Assistant County Attorney
Manatee County Government
Office of the County Attorney
Post Office Box 1000
Bradenton, Florida 34206

AGREEMENT TO TERMINATE
MAINTENANCE AGREEMENT FOR RIGHT-OF-WAY IMPROVEMENTS

THIS AGREEMENT TO TERMINATE MAINTENANCE AGREEMENT FOR RIGHT-OF-WAY IMPROVEMENTS (hereinafter the **Agreement**) is made and entered into this _____ day of _____, 2019, between **CONSERVATORY ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, (hereinafter the **Licensee**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter the **County**). Licensee and County are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, the Parties entered into a Maintenance Agreement for Right-of-Way Improvements dated May 20, 2013, as related to the construction and maintenance of improvements installed within certain public right(s)-of-way (hereinafter the **Original Agreement**), a copy of which is attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Parties desire to cancel and terminate the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **CANCELLATION AND TERMINATION**: The Original Agreement is hereby canceled and terminated in its entirety and is null and void and shall be of no further force and effect.
3. **DISCHARGE AND RELEASE**: Both Parties hereby discharge and release the other from any and all obligations and liabilities under the Original Agreement.
4. **EFFECTIVE DATE**: This Agreement shall be effective upon approval by both Parties.
5. **ENTIRE AGREEMENT**: The Agreement constitutes the entire understanding between the Parties with respect to termination of the Original Agreement and is intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.
6. **FLORIDA LAW AND MANATEE COUNTY VENUE**: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida. Venue

for resolution of all disputes, whether by mediation, arbitration, or litigation, shall lie in Manatee County, Florida.

7. **INTERPRETATION:** Neither this Agreement nor any uncertainty or ambiguity in the Agreement shall be construed against Licensee or County, whether under any rule of construction or otherwise. On the contrary, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month, and year written above.

Signed, sealed, and delivered in the presence of **TWO (2)** witnesses:

LICENSEE:
CONSERVATORY ESTATES
HOMEOWNERS ASSOCIATION, INC.,
a Florida non-profit corporation



First Witness Signature

Thomas Walton

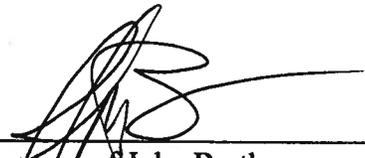
First Witness Printed Name



Second Witness Signature

TERRENCE WALSH

Second Witness Printed Name

By: 

Signature of John Bartley

As: President

ATTEST: 

Signature of Secretary
George Schwartz

COUNTY:
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