

RIGHT-OF-ENTRY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2004, by and between **SOUTHERN OAKS OF PASCO HOMEOWNERS' ASSOCIATION, INC.**, (hereinafter referred to as SOUTHERN OAKS), whose mailing address is c/o Sentry Management, Inc., 25400 U.S. Highway 19 North, #164, Clearwater, FL 33763 and **PASCO COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, the COUNTY is willing to furnish and install a landscape buffer on SOUTHERN OAKS' property for approximately 1,890 feet along the new Starkey Boulevard alignment in association with the COUNTY'S Starkey Boulevard Project from S.R. 54 to Alico Pass (W.O. No. C-4837.00); and

WHEREAS, the COUNTY has entered into a separate agreement with SOUTHERN OAKS for the furnishing and planting of the landscape buffer within a designated area of SOUTHERN OAKS' property, and the maintenance thereof; and

WHEREAS, it has been determined that it is in the best interest of SOUTHERN OAKS and the COUNTY to furnish and plant the landscape buffer in the above-mentioned area.

NOW THEREFORE, in consideration of the above-stated premises, SOUTHERN OAKS and the COUNTY hereby agree that the COUNTY and/or its duly authorized representatives shall have the right to enter upon SOUTHERN OAKS' property for the purpose of furnishing and planting the landscape buffer on SOUTHERN OAKS' property.

It is further understood and agreed that the COUNTY or its authorized representatives will carry out all work in a neat, careful, and workmanlike manner with the least damage possible to the property.

It is further understood and agreed that the COUNTY or its authorized representatives shall have the right of ingress and egress upon SOUTHERN OAKS' property in order to perform the above-described work.

It is further understood and agreed that the COUNTY and/or its duly authorized representatives will restore SOUTHERN OAKS' property affected by furnishing and planting the landscape buffer to a safe, neat, and clean condition after such furnishing and planting.

It is further understood and agreed that this agreement shall expire at such time as the construction and installation over and across the SOUTHERN OAKS' property is complete.

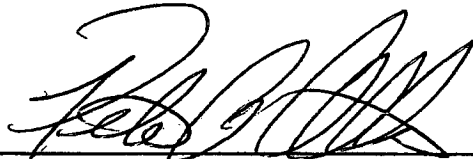
IN WITNESS WHEREOF, the parties have executed the foregoing Right-of-Entry Agreement on this 25th day of April 2004.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

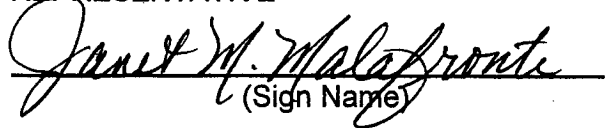
BY: 
JED PITTMAN, CLERK


PETER A. ALTMAN, CHAIRMAN

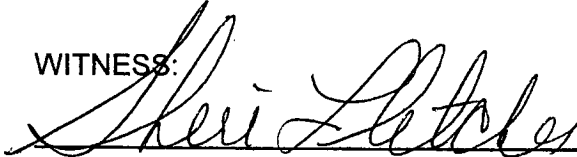
WITNESS:



SOUTHERN OAKS OF PASCO
HOMEOWNERS' ASSOCIATION, INC.
REPRESENTATIVE


(Sign Name)

WITNESS:



JANET M. MALAFRONTÉ
(Print Name)

PRESIDENT
(Title)

3/25/04
(Date)

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE PASCO COUNTY ATTORNEY


ATTORNEY