

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of December, 2010, between **BLANKENSHIP CONTRACTING, INC.**, a Florida corporation, whose mailing address is 4123 Woodville Highway, Tallahassee, FL 32305, hereinafter called the CONTRACTOR, and **LEON COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter called the COUNTY.

WHEREAS, the CONTRACTOR is the contractor of record for **CORTONA HILLS, LLC.**, a Florida limited liability company, whose mailing address is 15125 North Meridian Road, Tallahassee, FL 32312, hereinafter called the DEVELOPER

WHEREAS, the Developer has heretofore presented a map or plat of **Cortona Hills** to the Board of County Commissioners of Leon County, Florida, which map or plat was approved by said Board subject to the construction and paving of the roads and streets and installation of all drainage facilities therein and after the construction and paving of said roads and streets and installation of all drainage facilities the execution of a Maintenance Agreement by the Contractor to reimburse the County for any defects in materials and workmanship in the construction and paving of said roads and streets, and installations of all drainage facilities; and

WHEREAS, said roads and streets in said subdivision have been constructed and paved and drainage facilities installed in accordance with plans and specifications prescribed by the County, and said roads and streets, and all drainage facilities having been approved by the County;

PERFORMANCE OF THIS AGREEMENT by the Contractor shall be secured by a bond in the amount of \$124,000.00 with surety thereon approved by the County.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Contractor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them in hand paid by the County, the receipt whereof is hereby acknowledged, contract and agree to reimburse the County for all expenses that might be incurred by the County because of any defects in materials and/or workmanship in the construction and paving of said road, and streets, and installation of all drainage facilities in **Cortona Hills** that become apparent within two (2) years from date of this agreement.

IN WITNESS WHEREOF the Contractor has hereunto caused their names to be signed and the County has caused its name to be signed by its Chairman of its Board of County Commissioners, and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)

Frances Sellers (signature)

Frances Sellers (typed or printed name)

Alison Taber (signature)

Alison Taber (typed or printed name)

BLANKENSHIP CONTRACTING INC.

Kenneth Blankenship (seal)
Kenneth Blankenship, Vice-President

LEON COUNTY, FLORIDA

BY: _____
John Dailey, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Circuit Court
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.

MAINTENANCE BOND

The Gray Insurance Company
Metairie, Louisiana

BOND NO. GSB24906

KNOW ALL MEN BY THESE PRESENTS:

That Blankenship Contracting, Inc.

as Principal, hereinafter called Contractor, and The Gray Insurance Company
Surety, hereinafter called Surety, are held and firmly bound unto Leon County Board of County
Commissioners, 301 South Monroe Street, Tallahassee, FL 32301 , as
as Oblige, hereinafter called Owner, in the penal sum of \$124,000.00
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated December 1, 2010

entered into a contract with Owner for Cortona Hills Subdivision, Leon County, Florida

in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference
incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty
materials or workmanship which shall appear within a period of TWO year(s) from the date of substantial
completion of the work provided for in the Contract, then this obligation to be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable
promptness.

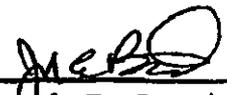
SIGNED and sealed this 1st day of December, 2010

IN THE PRESENCE OF :

Blankenship Contracting, Inc.
(Seal)
Principal



Kenneth Blankenship-V.P. Title

By 
Joseph E. Barrick Attorney-in-Fact

