

**RESOLUTION R-17-082**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING A LICENSE AGREEMENT AND A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE EXECUTION OF THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter the FDOT) proposes to construct or improve a portion of State Road No. 45 (U.S. 41 Business) in Manatee County, Florida; and

**WHEREAS**, the FDOT is authorized to undertake a project identified as Financial Project # 436983-1-32/52-01, within Manatee County's geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to (1) construct a sidewalk adjacent to Blackstone Park on the east side of 14th Avenue West starting at 21st Street West and then north to 23rd Street West and then continuing east along the south side of 23rd Street West to U.S. 41 Business and then continuing along the west side of U.S. 41 Business for approximately five hundred and fifty feet tying into the existing sidewalk on U.S. 41 Business and (2) remove an existing chain link fence with black vinyl coating owned by Manatee County from the City of Palmetto right-of-way and install a new chain link fence with vinyl coating within the hatched area as depicted on attached Exhibit A, which land is owned by Manatee County; and

**WHEREAS**, for the FDOT to complete the project, it is necessary that certain lands now owned by Manatee County be used temporarily by the FDOT for the use and benefit of the FDOT; and

**WHEREAS**, the FDOT has made application to Manatee County to execute and deliver to the FDOT a License Agreement, attached as Exhibit B and incorporated by reference, in favor of the FDOT, for the purpose of removing the existing fence and installing a new fence onto Manatee County property to accommodate the proposed construction of a new sidewalk within the City of Palmetto right-of-way known as 14th Avenue West; and

**WHEREAS**, the FDOT has also made application to Manatee County to execute and deliver to the FDOT a Maintenance Agreement, attached as Exhibit C and incorporated by reference, wherein Manatee County would agree to be responsible for the maintenance of the new fence upon completion of the project; and

**WHEREAS**, Manatee County desires to have the sidewalk constructed, the existing fence removed and the new fence installed; and

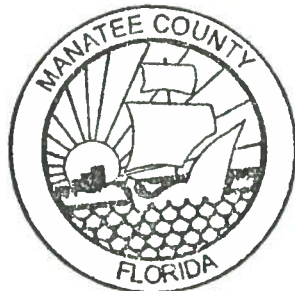
**WHEREAS**, Manatee County is willing to maintain this new fence after installation by the FDOT; and

**WHEREAS**, it is in the best interests of Manatee County to approve and authorize these agreements to establish the mutual rights and obligations of Manatee County and the FDOT with respect to (1) the FDOT's use of the County's property, (2) the FDOT's removal of the existing fence and installation of a new fence and (3) the County's maintenance of the new fence post-construction pursuant to this project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
2. The Board hereby approves and accepts the agreements upon the terms as set forth in attached Exhibits B and C.
3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute said agreements.
4. This Resolution shall be effective immediately upon adoption.
5. A certified copy of this Resolution shall be forwarded forthwith to the State of Florida Department of Transportation at Bartow, Florida.

**DULY ADOPTED** with a quorum present and voting, this 18<sup>th</sup> day of September, 2017.



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

By: [Signature]  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

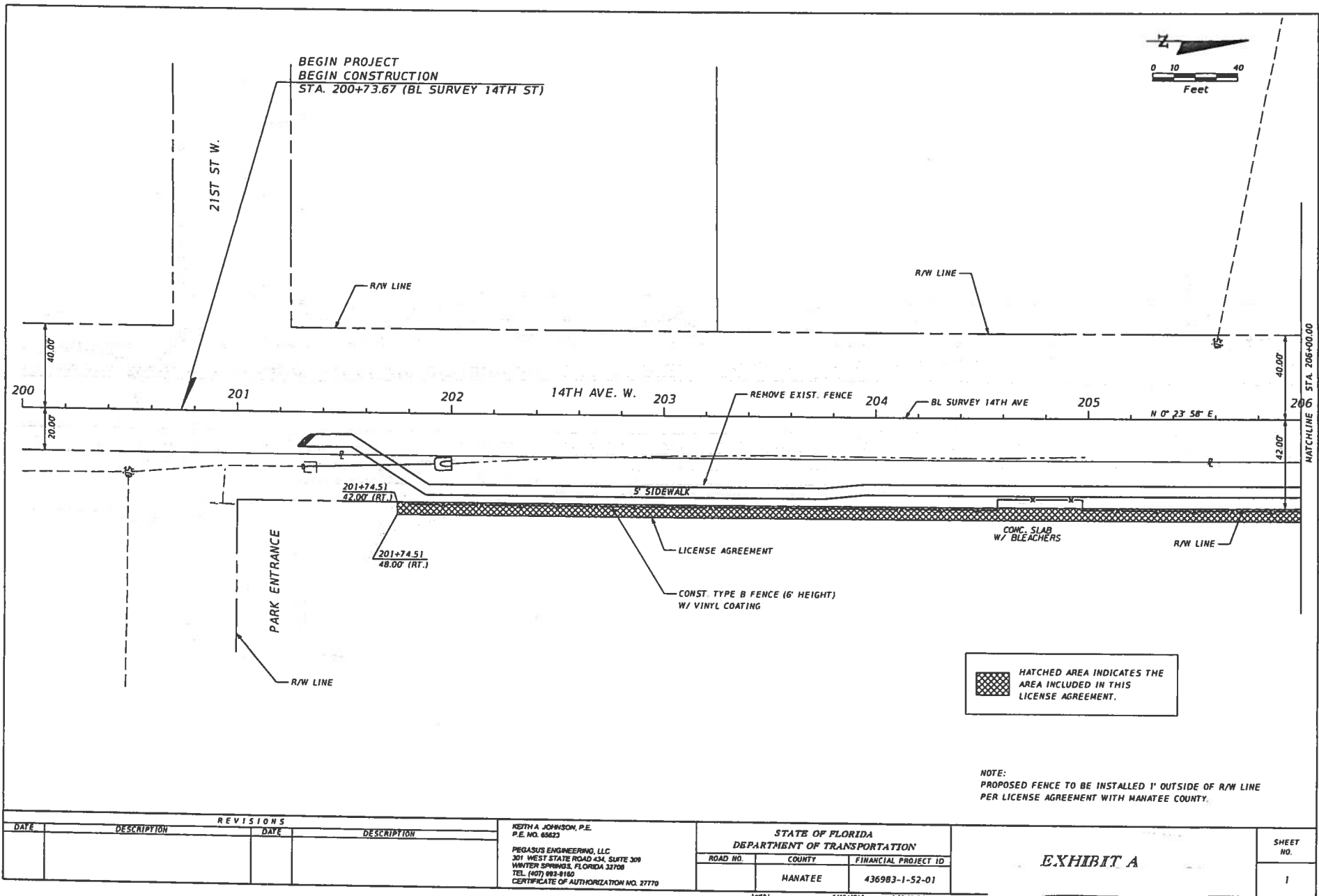
By: [Signature]  
Deputy Clerk

**RESOLUTION R-17-082**

**EXHIBIT A**

**NEW CHAIN LINK FENCE**

*Please see attached*



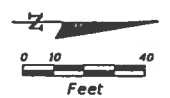
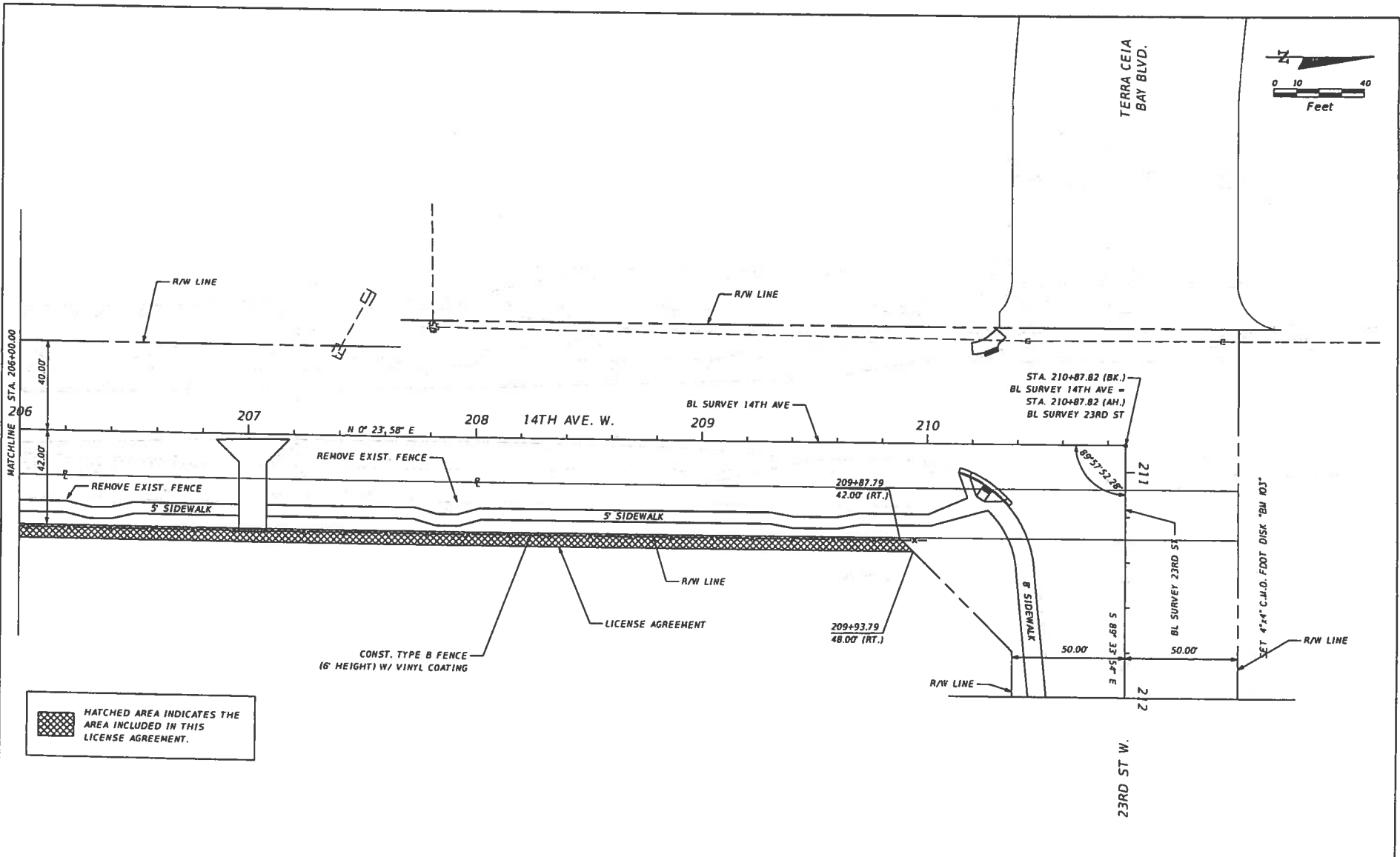
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION


KEITH A JOHNSON, P.E.  
P.E. NO. 65623  
PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 434, SUITE 309  
WINTER SPRINGS, FLORIDA 32708  
TEL. (407) 893-8160  
CERTIFICATE OF AUTHORIZATION NO. 27770

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MANATEE	436983-1-52-01

**EXHIBIT A**

SHEET NO.
1




 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

REVISIONS				KEITH A. JOHNSON, P.E. P.E. NO. 65423 PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32789 TEL. (407) 992-8160 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>EXHIBIT A</b>	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					HANATEE	436983-1-52-01			

**RESOLUTION R-17-082**

**EXHIBIT B**

**LICENSE AGREEMENT**

*Please see attached*

09-LA.11

Date: August 23, 2017  
This instrument prepared under the direction of:  
Angela D. Tucker, Chief Counsel  
Post Office Box 1249  
City: Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 4369831  
PARCEL 900.1  
SECTION 13000-000  
STATE ROAD 45 (US 41)  
COUNTY Manatee

**LICENSE AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between MANATEE COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

**HATCHED AREA ON ATTACHED EXHIBIT "A"**

The premises may be occupied and used by licensee solely for installation of a new six (6) foot tall chain link fence with black vinyl coating and for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than December 31, 2018.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

EXHIBIT "B"

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

**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 OF MANATEE COUNTY

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



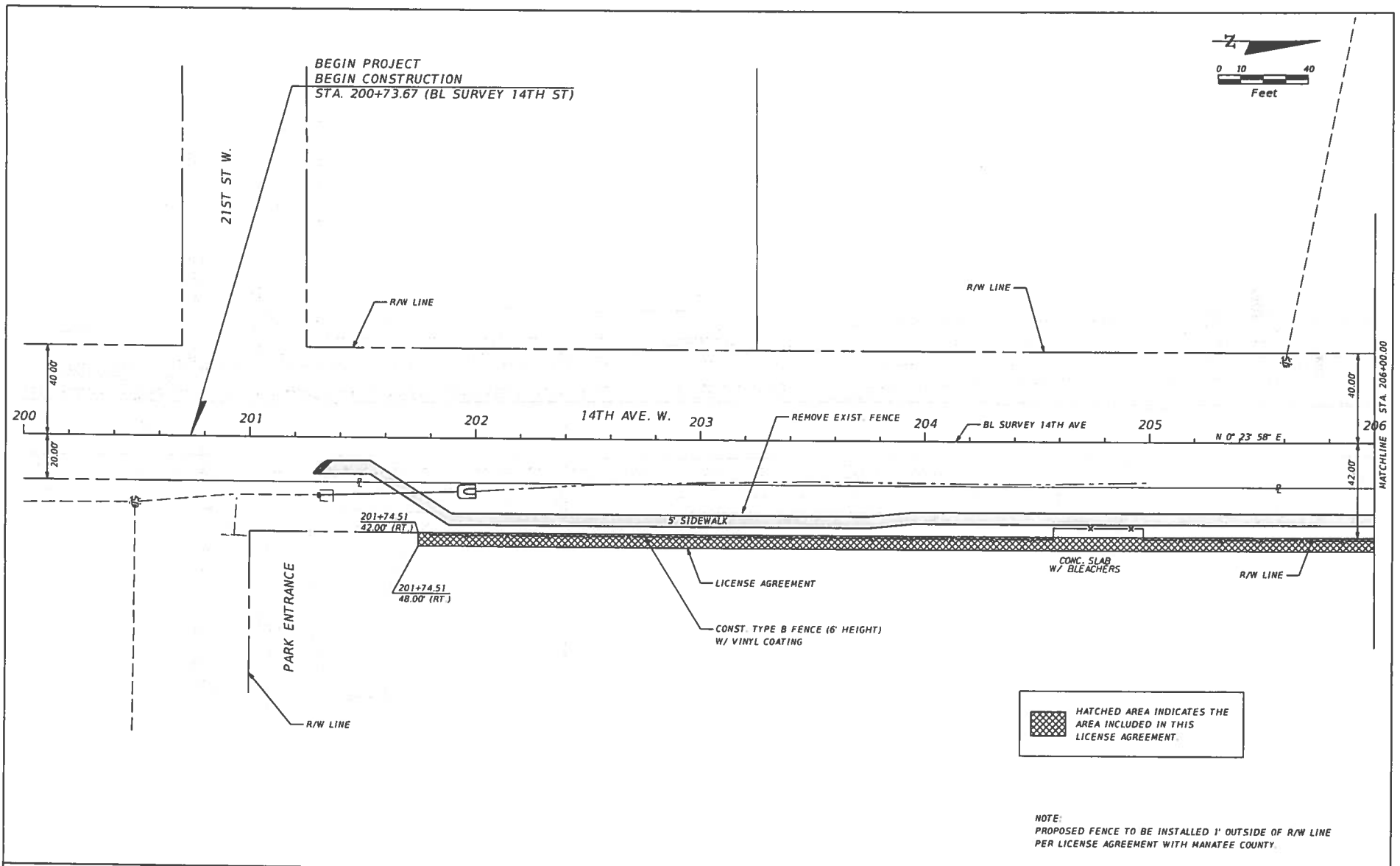


EXHIBIT "B"

REVISIONS				KEITH A. JOHNSON, P.E. P.E. NO. 65623  PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 TEL. (407) 892-8150 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>EXHIBIT A</b>	SHEET NO  1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					MANATEE	436983-1-52-01		

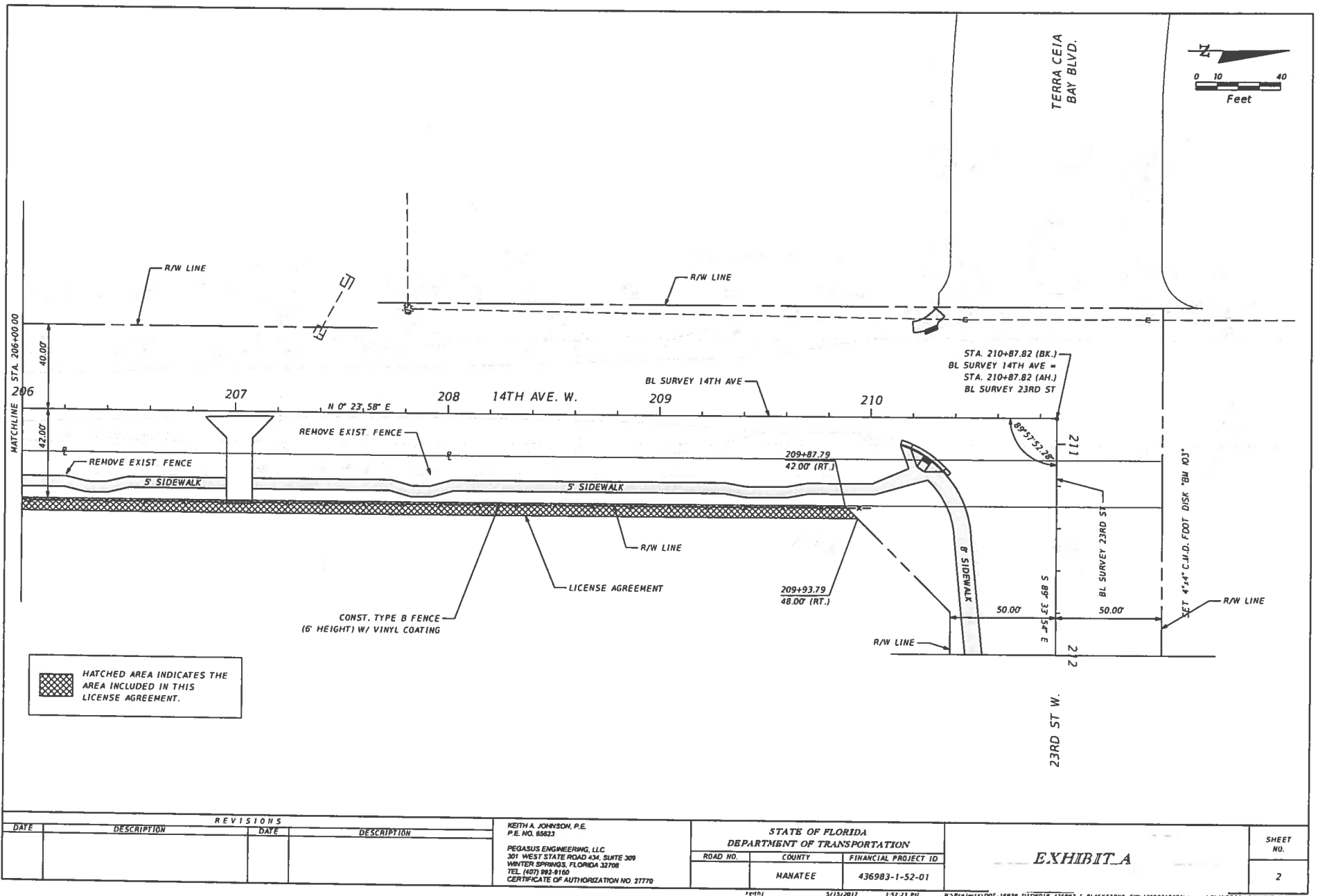


EXHIBIT "B"

**RESOLUTION R-17-082**

**EXHIBIT C**

**MAINTENANCE AGREEMENT**

*Please see attached*

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

**WITNESSETH**

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # **436983-1-32/52-01, FAP# 886-776-A** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. R-17-082, dated \_\_\_\_\_, a copy of which is attached and incorporated by reference as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for sidewalk construction at the following location:
  - Adjacent to Blackstone Park on the East side of 14<sup>th</sup> Avenue West starting at 21<sup>st</sup> Street West and then North to 23<sup>rd</sup> Street West and then continuing east along the South side of 23<sup>rd</sup> ST West to US 41 Business. The sidewalk will continue along the West side of US 41 Business for approximately 550 feet, tying into the existing sidewalk on US 41 Business.
2. As part of this project, the DEPARTMENT shall remove an existing vinyl coated chain link fence owned by Manatee County. The chain link fence will be removed from the City of Palmetto right of way which is (approximately 23 feet) from the edge of pavement. The DEPARTMENT will install a new six (6) foot tall chain link fence with black vinyl coating at an area just within Manatee County's property at approximately 34 feet from the edge of pavement of 14<sup>th</sup> Avenue West; as shown in **Exhibit B**, attached and incorporated by reference.
3. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said vinyl coated chain link fence.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK**

EXHIBIT "C"

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

\_\_\_\_\_ Department to enter date.

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**LOCAL AGENCY:  
MANATEE COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

**BY: ITS BOARD OF COUNTY  
COMMISSIONERS**

BY \_\_\_\_\_  
CHAIRPERSON

**ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND  
COMPTROLLER**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DEPUTY CLERK

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DISTRICT ONE SECRETARY  
OR DESIGNEE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

\_\_\_\_\_

BY: \_\_\_\_\_

EXHIBIT "C"

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN FLORIDA DEPARTMENT OF TRANSPORTION AND MANATEE COUNTY**

**EXHIBIT A**

**RESOLUTION R-17-082**

*Please see attached*

**RESOLUTION R-17-082**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING A LICENSE AGREEMENT AND A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE EXECUTION OF THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter the FDOT) proposes to construct or improve a portion of State Road No. 45 (U.S. 41 Business) in Manatee County, Florida; and

**WHEREAS**, the FDOT is authorized to undertake a project identified as Financial Project # 436983-1-32/52-01, within Manatee County's geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to (1) construct a sidewalk adjacent to Blackstone Park on the east side of 14th Avenue West starting at 21st Street West and then north to 23rd Street West and then continuing east along the south side of 23rd Street West to U.S. 41 Business and then continuing along the west side of U.S. 41 Business for approximately five hundred and fifty feet tying into the existing sidewalk on U.S. 41 Business and (2) remove an existing chain link fence with black vinyl coating owned by Manatee County from the City of Palmetto right-of-way and install a new chain link fence with vinyl coating within the hatched area as depicted on attached Exhibit A, which land is owned by Manatee County; and

**WHEREAS**, for the FDOT to complete the project, it is necessary that certain lands now owned by Manatee County be used temporarily by the FDOT for the use and benefit of the FDOT; and

**WHEREAS**, the FDOT has made application to Manatee County to execute and deliver to the FDOT a License Agreement, attached as Exhibit B and incorporated by reference, in favor of the FDOT, for the purpose of removing the existing fence and installing a new fence onto Manatee County property to accommodate the proposed construction of a new sidewalk within the City of Palmetto right-of-way known as 14th Avenue West; and

**WHEREAS**, the FDOT has also made application to Manatee County to execute and deliver to the FDOT a Maintenance Agreement, attached as Exhibit C and incorporated by reference, wherein Manatee County would agree to be responsible for the maintenance of the new fence upon completion of the project; and

**WHEREAS**, Manatee County desires to have the sidewalk constructed, the existing fence removed and the new fence installed; and

**WHEREAS**, Manatee County is willing to maintain this new fence after installation by the FDOT; and



EXHIBIT "C"

WHEREAS, it is in the best interests of Manatee County to approve and authorize these agreements to establish the mutual rights and obligations of Manatee County and the FDOT with respect to (1) the FDOT's use of the County's property, (2) the FDOT's removal of the existing fence and installation of a new fence and (3) the County's maintenance of the new fence post-construction pursuant to this project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
2. The Board hereby approves and accepts the agreements upon the terms as set forth in attached Exhibits B and C.
3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute said agreements.
4. This Resolution shall be effective immediately upon adoption.
5. A certified copy of this Resolution shall be forwarded forthwith to the State of Florida Department of Transportation at Bartow, Florida.

DULY ADOPTED with a quorum present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

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

EXHIBIT "C"

**RESOLUTION R-17-082**

**EXHIBIT A**

**NEW CHAIN LINK FENCE**

*Please see attached*

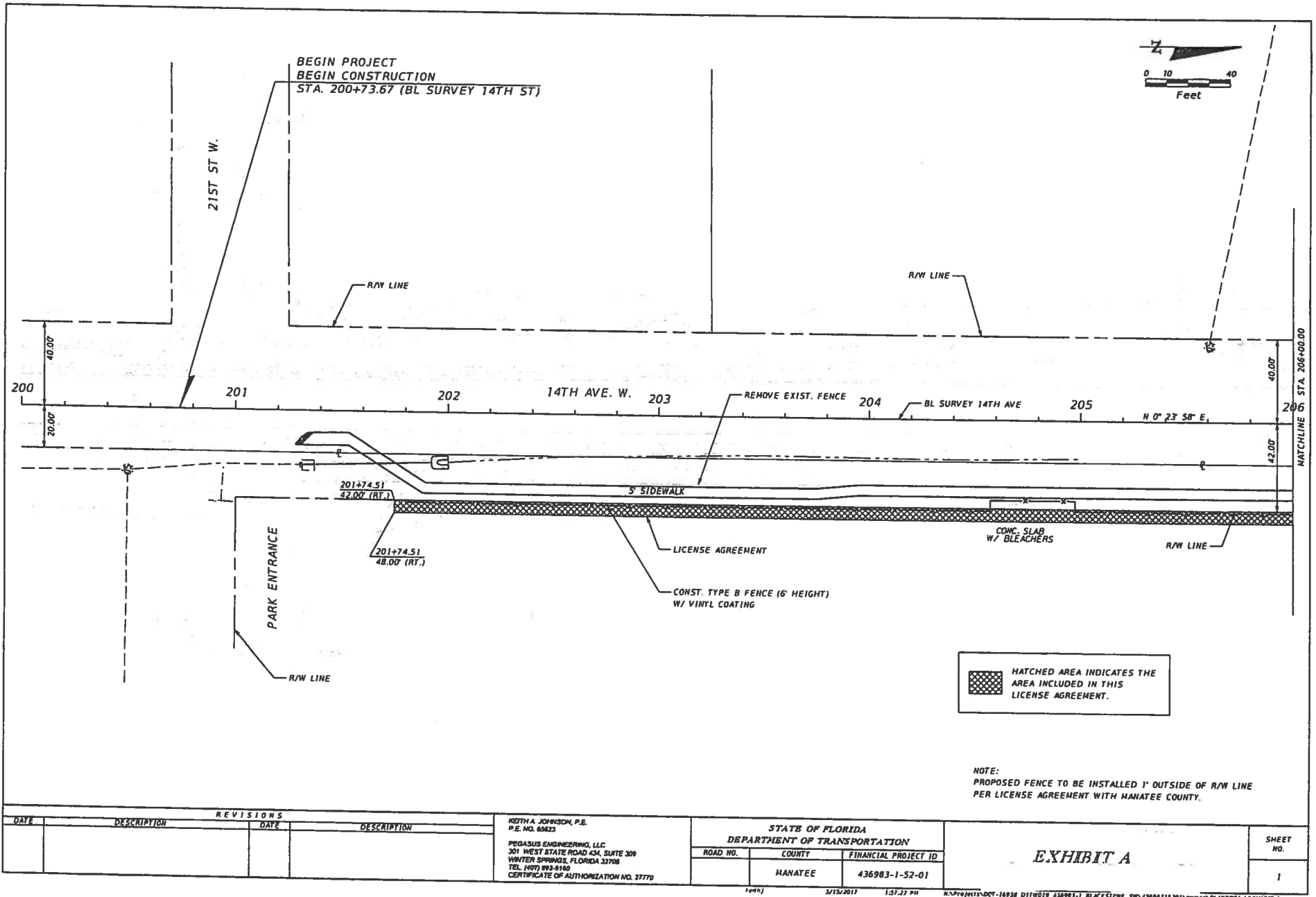
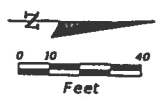
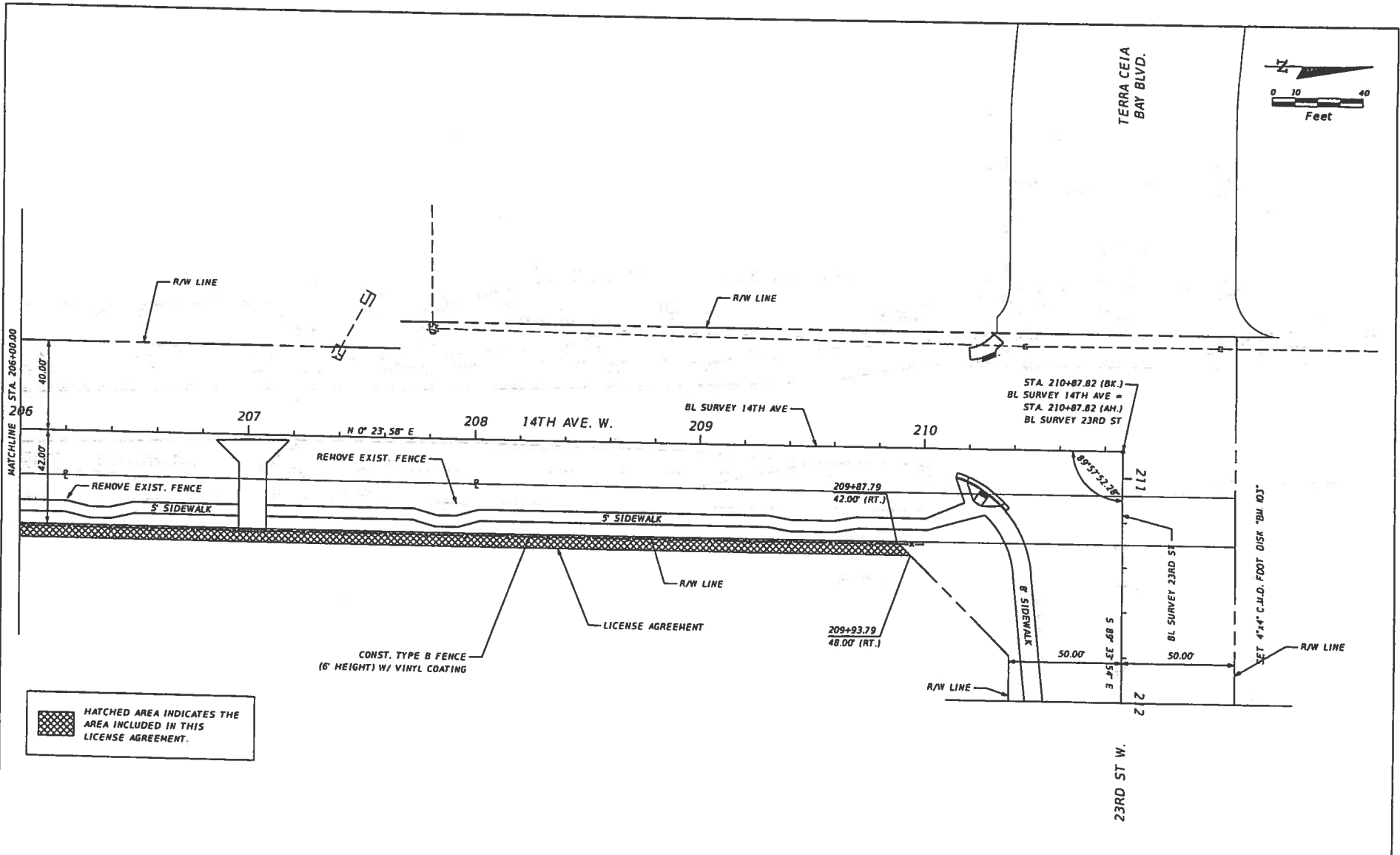



EXHIBIT "C"

REVISIONS		DATE		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION		

KEITH A. JOHNSON, P.E. P.E. NO. 65423 PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 TEL. (407) 893-8180 CERTIFICATE OF AUTHORIZATION NO. 27770		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>EXHIBIT A</b>	SHEET NO. 1
ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
	HANATEE	436983-1-52-01			




 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

REVISIONS		REVISIONS		KATHA JOHNSON, P.E. P.E. NO. 65623  PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 TEL. (407) 992-8180 CERTIFICATE OF AUTHORIZATION NO. 23770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>EXHIBIT A</b>	SHEET NO.  2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					MANATEE	436983-1-52-01		

EXHIBIT "C"

EXHIBIT "C"

**RESOLUTION R-17-082**

**EXHIBIT B**

**LICENSE AGREEMENT**

*Please see attached*

EXHIBIT "C"

09-LA.11

Date: August 23, 2017  
This instrument prepared under the direction of:  
Angela D. Tucker, Chief Counsel  
Post Office Box 1249  
City: Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 4369831  
PARCEL 900.1  
SECTION 13000-000  
STATE ROAD 45 (US 41)  
COUNTY Manatee

**LICENSE AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between MANATEE COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

**HATCHED AREA ON ATTACHED EXHIBIT "A"**

The premises may be occupied and used by licensee solely for installation of a new six (6) foot tall chain link fence with black vinyl coating and for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than December 31, 2018.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

EXHIBIT "C"

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

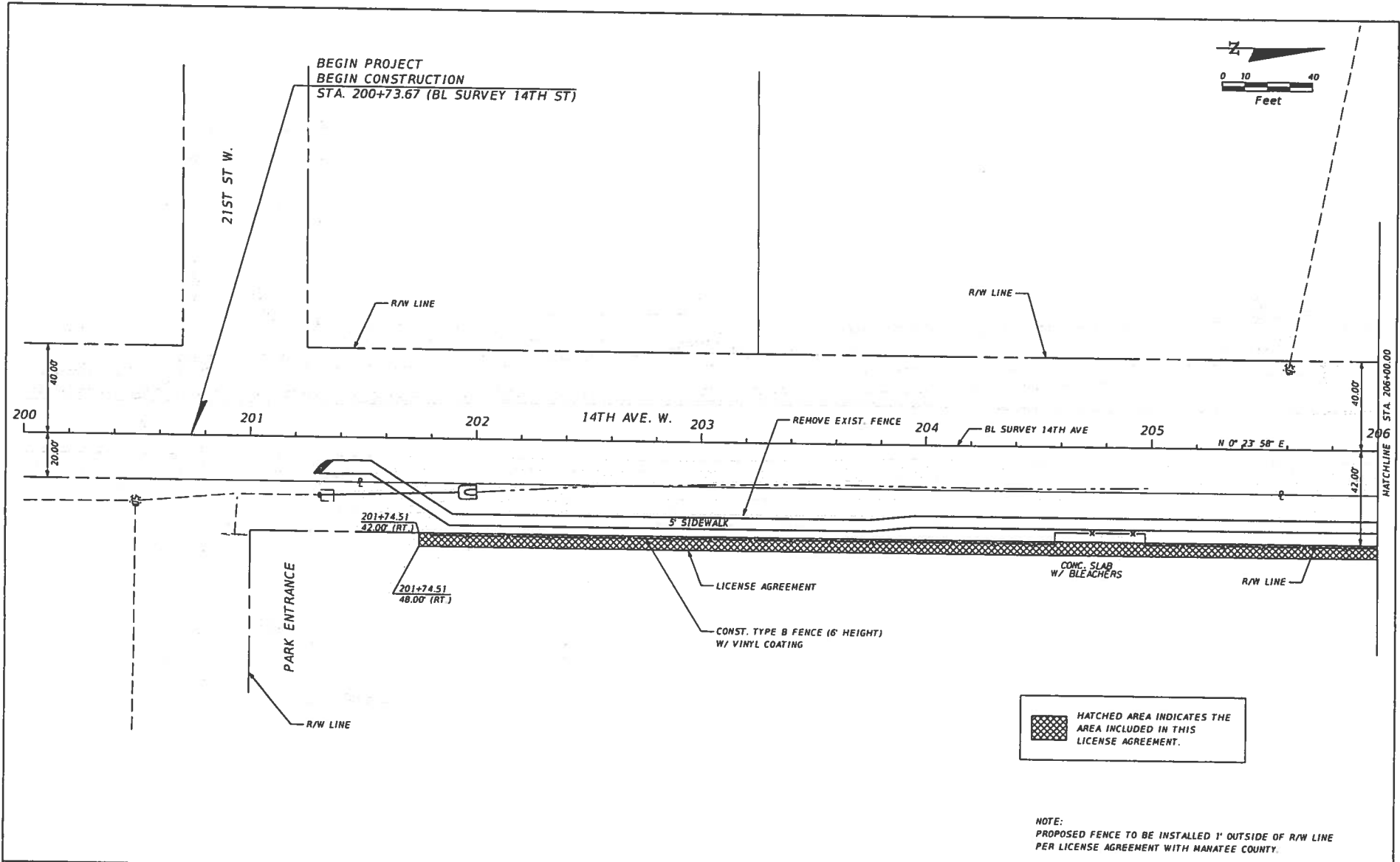
**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER OF MANATEE COUNTY

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

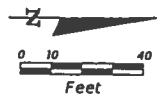


 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

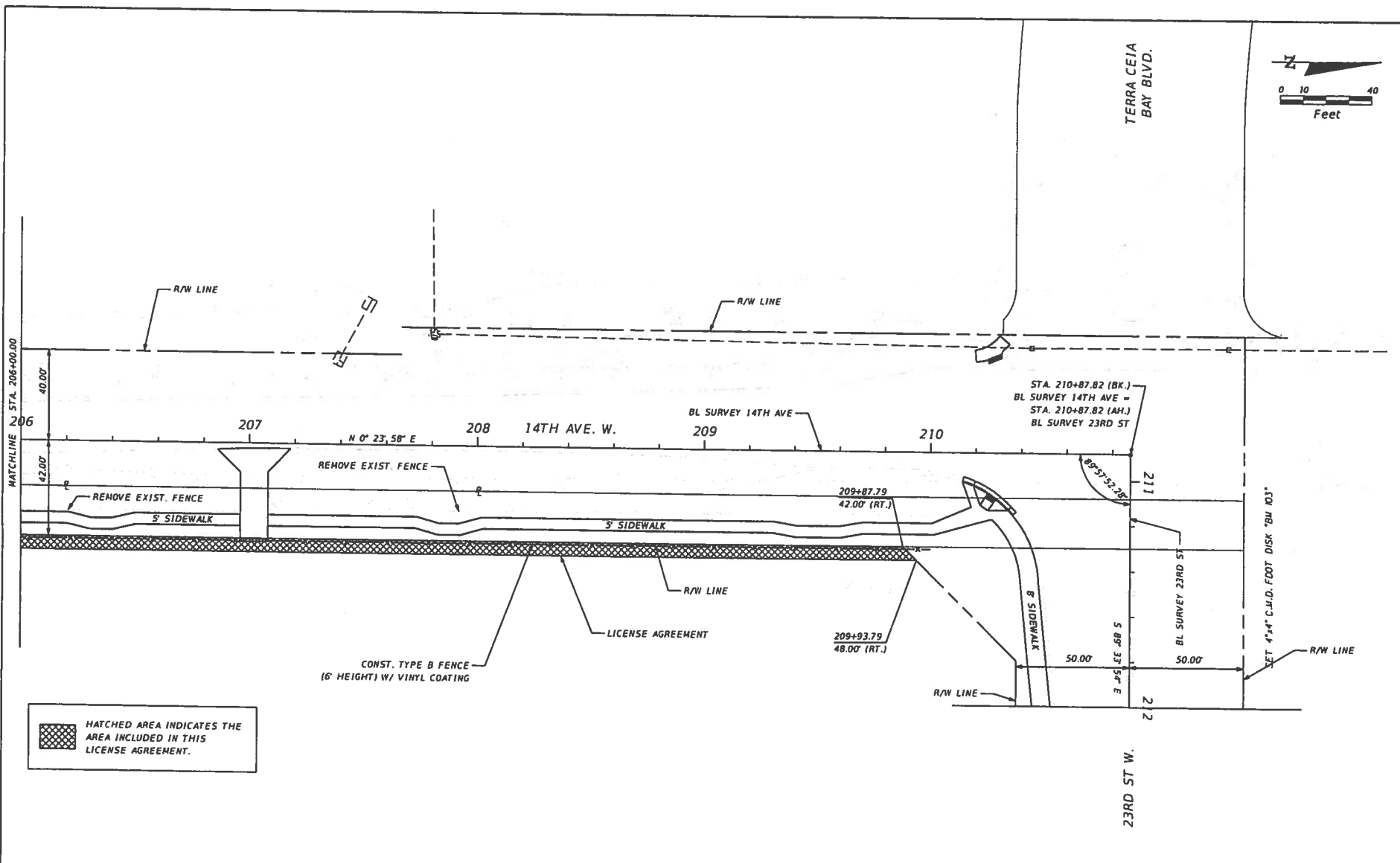
NOTE:  
PROPOSED FENCE TO BE INSTALLED 1' OUTSIDE OF R/W LINE PER LICENSE AGREEMENT WITH MANATEE COUNTY.

REVISIONS				KEITH A. JOHNSON, P.E. P.E. NO. 66623  PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32788 TEL. (407) 892-9160 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		EXHIBIT A	SHEET NO.  1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					MANATEE	436983-1-52-01		





TERRA CEIA  
BAY BLVD.



HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

EXHIBIT "C"

REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITH A. JOHNSON, P.E.  
P.E. NO. 65823

PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 434, SUITE 300  
WINTER SPRINGS, FLORIDA 32708  
TEL. (407) 893-8160  
CERTIFICATE OF AUTHORIZATION NO. 27770

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	NAHATEE	436983-1-52-01

**EXHIBIT A**

SHEET NO.  
2

EXHIBIT "C"

**RESOLUTION R-17-082**

**EXHIBIT C**

**MAINTENANCE AGREEMENT**

*Please see attached*

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

**WITNESSETH**

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # **436983-1-32/52-01, FAP# 886-776-A** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. R-17-082, dated \_\_\_\_\_, a copy of which is attached and incorporated by reference as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for sidewalk construction at the following location:
  - Adjacent to Blackstone Park on the East side of 14<sup>th</sup> Avenue West starting at 21<sup>st</sup> Street West and then North to 23<sup>rd</sup> Street West and then continuing east along the South side of 23<sup>rd</sup> ST West to US 41 Business. The sidewalk will continue along the West side of US 41 Business for approximately 550 feet, tying into the existing sidewalk on US 41 Business.
2. As part of this project, the DEPARTMENT shall remove an existing vinyl coated chain link fence owned by Manatee County. The chain link fence will be removed from the City of Palmetto right of way which is (approximately 23 feet) from the edge of pavement. The DEPARTMENT will install a new six (6) foot tall chain link fence with black vinyl coating at an area just within Manatee County's property at approximately 34 feet from the edge of pavement of 14<sup>th</sup> Avenue West; as shown in **Exhibit B**, attached and incorporated by reference.
3. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said vinyl coated chain link fence.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

\_\_\_\_\_  
Department to enter date.

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**LOCAL AGENCY:  
MANATEE COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

**BY: ITS BOARD OF COUNTY  
COMMISSIONERS**

BY \_\_\_\_\_  
CHAIRPERSON

**ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND  
COMPTROLLER**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DEPUTY CLERK

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DISTRICT ONE SECRETARY  
OR DESIGNEE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: \_\_\_\_\_

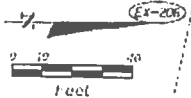
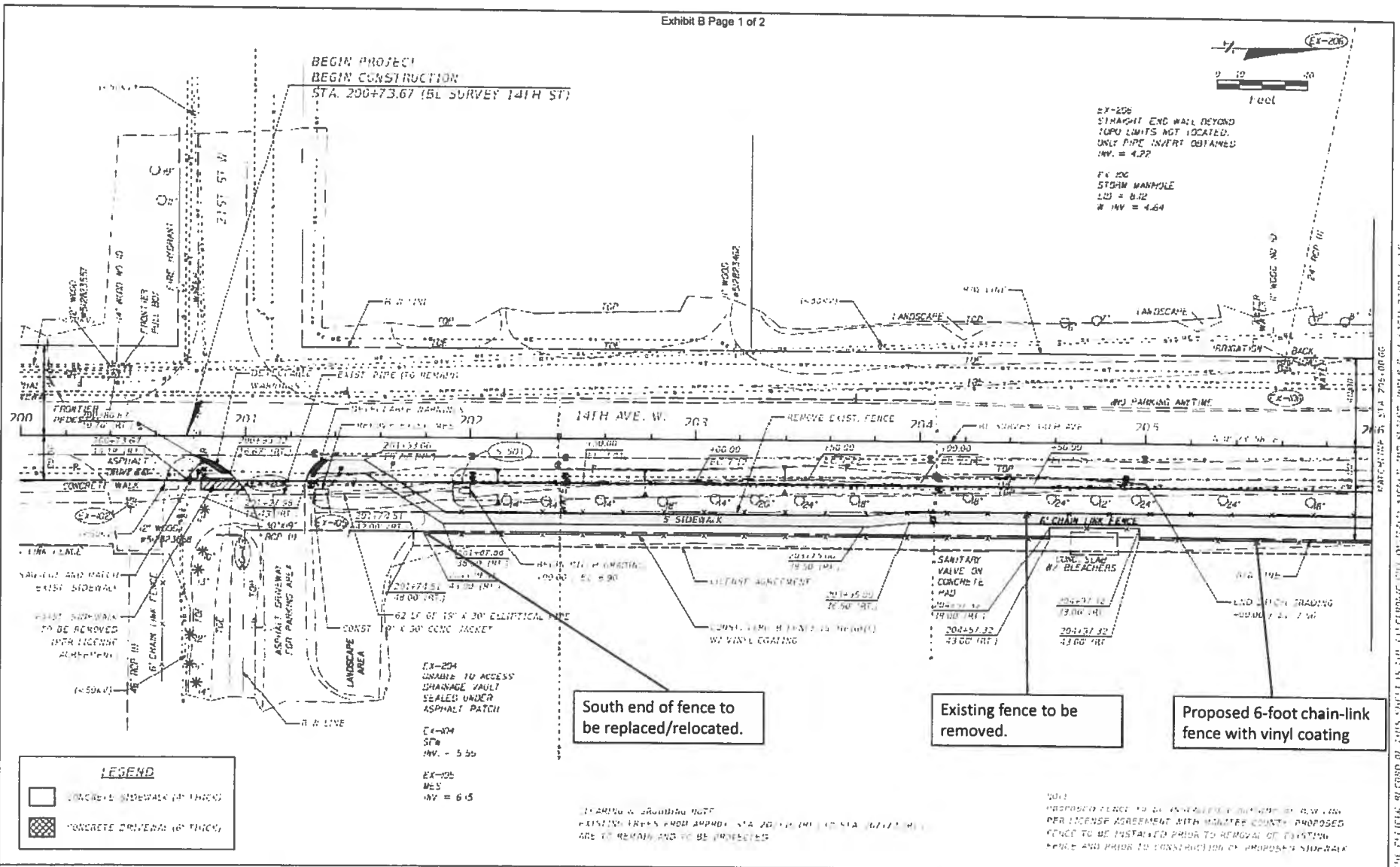
*EXHIBIT "C"*

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN FLORIDA DEPARTMENT OF TRANSPORTION AND MANATEE COUNTY**

**EXHIBIT B**

**NEW SIX (6) FOOT TALL CHAIN LINK FENCE WITH BLACK VINYL COATING AT AN  
AREA JUST WITHIN MANATEE COUNTY'S PROPERTY AT APPROXIMETLY 34 FEET  
FROM EDGE OF PAYMENT OF 14<sup>TH</sup> AVENUE WEST**

*Please see attached*



EX-206  
STRAIGHT END WALL BEYOND  
TOP LIMITS NOT LOCATED.  
ONLY PIPE INVERT OBTAINED  
INV. = 4.22

EX-206  
STORM MANHOLE  
LID = 6.12  
W INV = 4.64

South end of fence to be replaced/relocated.

Existing fence to be removed.

Proposed 6-foot chain-link fence with vinyl coating

**LEGEND**

- CONCRETE SIDEWALK (6" THICK)
- CONCRETE DRIVEWAY (6" THICK)

EX-204  
UNABLE TO ACCESS  
DRAINAGE FAULT  
SEALED UNDER  
ASPHALT PATCH

EX-204  
SIC  
INV. = 5.55

EX-205  
MES  
INV. = 6.15

WARNING & PROTECTIVE NOTIC  
EXISTING TREES FROM APPROX STA 200+10 TO STA 200+110 (100 FT) ARE TO REMAIN AND TO BE PROTECTED

PROPOSED FENCE TO BE INSTALLED PRIOR TO REMOVAL OF EXISTING FENCE PER LICENSE AGREEMENT WITH MONTEE COUNTY. PROPOSED FENCE TO BE INSTALLED PRIOR TO REMOVAL OF EXISTING FENCE AND PRIOR TO CONSTRUCTION OF PROPOSED SIDEWALK

DATE	DESCRIPTION	DATE	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	Sheet 14
				ROADWAY PLAN (1)	
				MANAFEE	JAN 2005 1:32:01

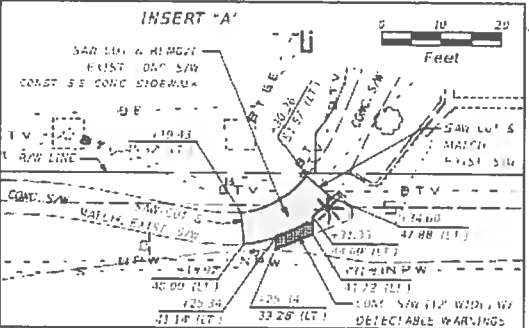
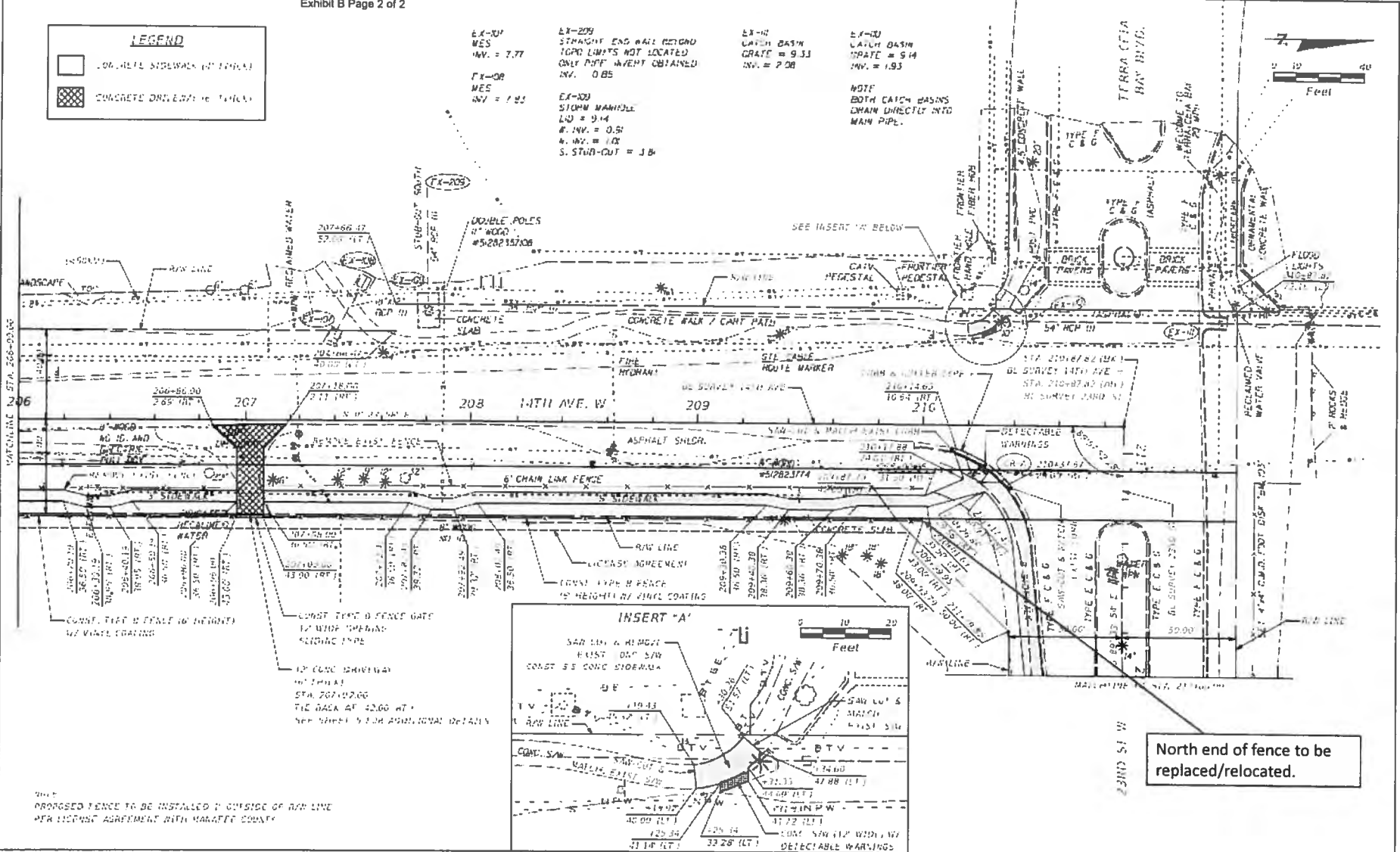
EXHIBIT "C"

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE BY STATE RECORDS AND SERVICES UNDER R.F. 11.11(1)(b) 2004, P.A. 04-006

**LEGEND**

- 10' WIDE SIDEWALK (1" THICK)
- ▨ CONCRETE DRILEDAI (1" THICK)

- EX-107 MES INV. = 7.77
  - EX-108 MES INV. = 7.88
  - EX-209 STRAIGHT END WALL BEYOND 10' PD LIMITS NOT LOCATED ONLY PIPE AVENUE OBTAINED INV. = 0.85
  - EX-200 STORM MANHOLE LID = 9' 14" B. INV. = 0.51 A. INV. = 1.02 S. STUB-OUT = 3' 8"
  - EX-10 CATCH BASIN GRATE = 9' 33" INV. = 2' 08"
  - EX-100 CATCH BASIN GRATE = 9' 14" INV. = 1' 93"
- NOTE: BOTH CATCH BASINS CHAIN DIRECTLY INTO MAIN PIPE.



North end of fence to be replaced/relocated.

DATE	DESCRIPTION	BY	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROADWAY PLAN (R)	SHEET NO.
				PROJECT NO. 436853	SECTION NO. 001	12
				DATE: 11/11/11		

EXHIBIT "C"

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE DESIGNER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SHOWN HEREON. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF THE DESIGNER IS STRICTLY PROHIBITED.



**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

**WITNESSETH**

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # **436983-1-32/52-01, FAP# 886-776-A** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. R-17-082, dated September 18, 2017, a copy of which is attached and incorporated by reference as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for sidewalk construction at the following location:
  - Adjacent to Blackstone Park on the East side of 14<sup>th</sup> Avenue West starting at 21<sup>st</sup> Street West and then North to 23<sup>rd</sup> Street West and then continuing east along the South side of 23<sup>rd</sup> ST West to US 41 Business. The sidewalk will continue along the West side of US 41 Business for approximately 550 feet, tying into the existing sidewalk on US 41 Business.
2. As part of this project, the DEPARTMENT shall remove an existing vinyl coated chain link fence owned by Manatee County. The chain link fence will be removed from the City of Palmetto right of way which is (approximately 23 feet) from the edge of pavement. The DEPARTMENT will install a new six (6) foot tall chain link fence with black vinyl coating at an area just within Manatee County's property at approximately 34 feet from the edge of pavement of 14<sup>th</sup> Avenue West; as shown in **Exhibit B**, attached an incorporated by reference.
3. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said vinyl coated chain link fence.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

10-3-17  
Department to enter date.

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA



LOCAL AGENCY:  
MANATEE COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

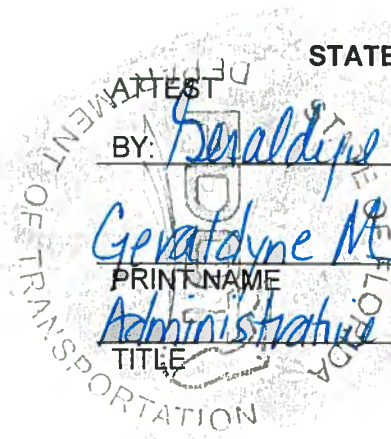
BY: ITS BOARD OF COUNTY  
COMMISSIONERS

BY: [Signature]  
CHAIRPERSON BEBY BEVAC  
9/18/2017  
DATE

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND  
COMPTROLLER

BY: [Signature]  
DEPUTY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



BY: [Signature]  
DISTRICT ONE SECRETARY  
OR DESIGNEE  
Geraldyne McCants  
PRINT NAME  
Administrative Assistant  
TITLE  
10/3/17  
DATE

BY: [Signature]  
DISTRICT ONE SECRETARY  
OR DESIGNEE  
JOHN M. KUBLER  
PRINT NAME  
Director of Transportation Development  
TITLE  
10/03/2017  
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: [Signature]  
Don Conway, Senior Attorney FD

**TRANSPORATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN FLORIDA DEPARTMENT OF TRANSPORTION AND MANATEE COUNTY**

**EXHIBIT A**

**RESOLUTION R-17-082**

*Please see attached*

**RESOLUTION R-17-082**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING A LICENSE AGREEMENT AND A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE EXECUTION OF THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter the FDOT) proposes to construct or improve a portion of State Road No. 45 (U.S. 41 Business) in Manatee County, Florida; and

**WHEREAS**, the FDOT is authorized to undertake a project identified as Financial Project # 436983-1-32/52-01, within Manatee County's geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to (1) construct a sidewalk adjacent to Blackstone Park on the east side of 14th Avenue West starting at 21st Street West and then north to 23rd Street West and then continuing east along the south side of 23rd Street West to U.S. 41 Business and then continuing along the west side of U.S. 41 Business for approximately five hundred and fifty feet tying into the existing sidewalk on U.S. 41 Business and (2) remove an existing chain link fence with black vinyl coating owned by Manatee County from the City of Palmetto right-of-way and install a new chain link fence with vinyl coating within the hatched area as depicted on attached Exhibit A, which land is owned by Manatee County; and

**WHEREAS**, for the FDOT to complete the project, it is necessary that certain lands now owned by Manatee County be used temporarily by the FDOT for the use and benefit of the FDOT; and

**WHEREAS**, the FDOT has made application to Manatee County to execute and deliver to the FDOT a License Agreement, attached as Exhibit B and incorporated by reference, in favor of the FDOT, for the purpose of removing the existing fence and installing a new fence onto Manatee County property to accommodate the proposed construction of a new sidewalk within the City of Palmetto right-of-way known as 14th Avenue West; and

**WHEREAS**, the FDOT has also made application to Manatee County to execute and deliver to the FDOT a Maintenance Agreement, attached as Exhibit C and incorporated by reference, wherein Manatee County would agree to be responsible for the maintenance of the new fence upon completion of the project; and

**WHEREAS**, Manatee County desires to have the sidewalk constructed, the existing fence removed and the new fence installed; and

**WHEREAS**, Manatee County is willing to maintain this new fence after installation by the FDOT; and

**WHEREAS**, it is in the best interests of Manatee County to approve and authorize these agreements to establish the mutual rights and obligations of Manatee County and the FDOT with respect to (1) the FDOT's use of the County's property, (2) the FDOT's removal of the existing fence and installation of a new fence and (3) the County's maintenance of the new fence post-construction pursuant to this project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, that:

- 1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
- 2. The Board hereby approves and accepts the agreements upon the terms as set forth in attached Exhibits B and C.
- 3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute said agreements.
- 4. This Resolution shall be effective immediately upon adoption.
- 5. A certified copy of this Resolution shall be forwarded forthwith to the State of Florida Department of Transportation at Bartow, Florida.

**DULY ADOPTED** with a quorum present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

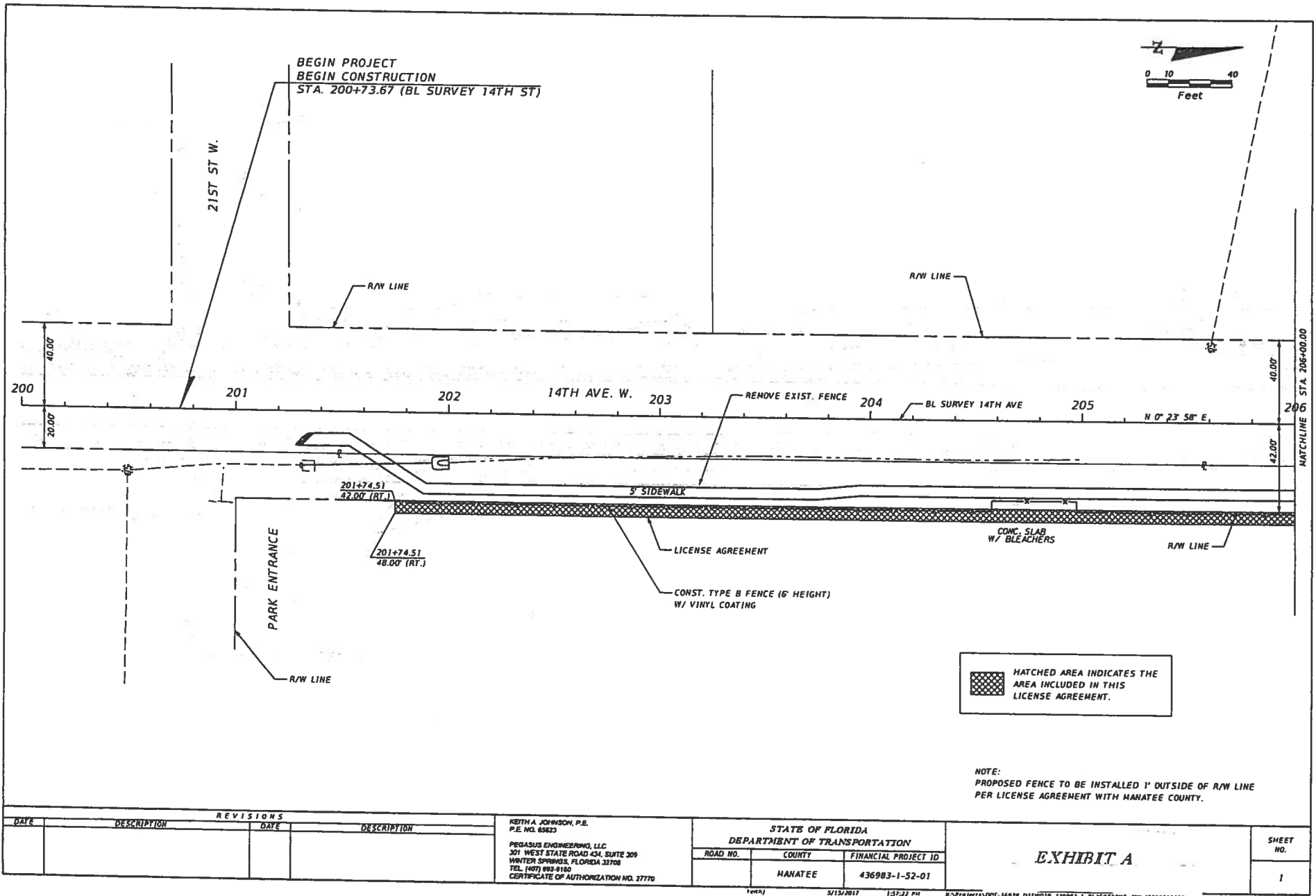
By: \_\_\_\_\_  
Deputy Clerk

**RESOLUTION R-17-082**

**EXHIBIT A**

**NEW CHAIN LINK FENCE**

*Please see attached*



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITH A. JOHNSON, P.E.  
P.E. NO. 65623

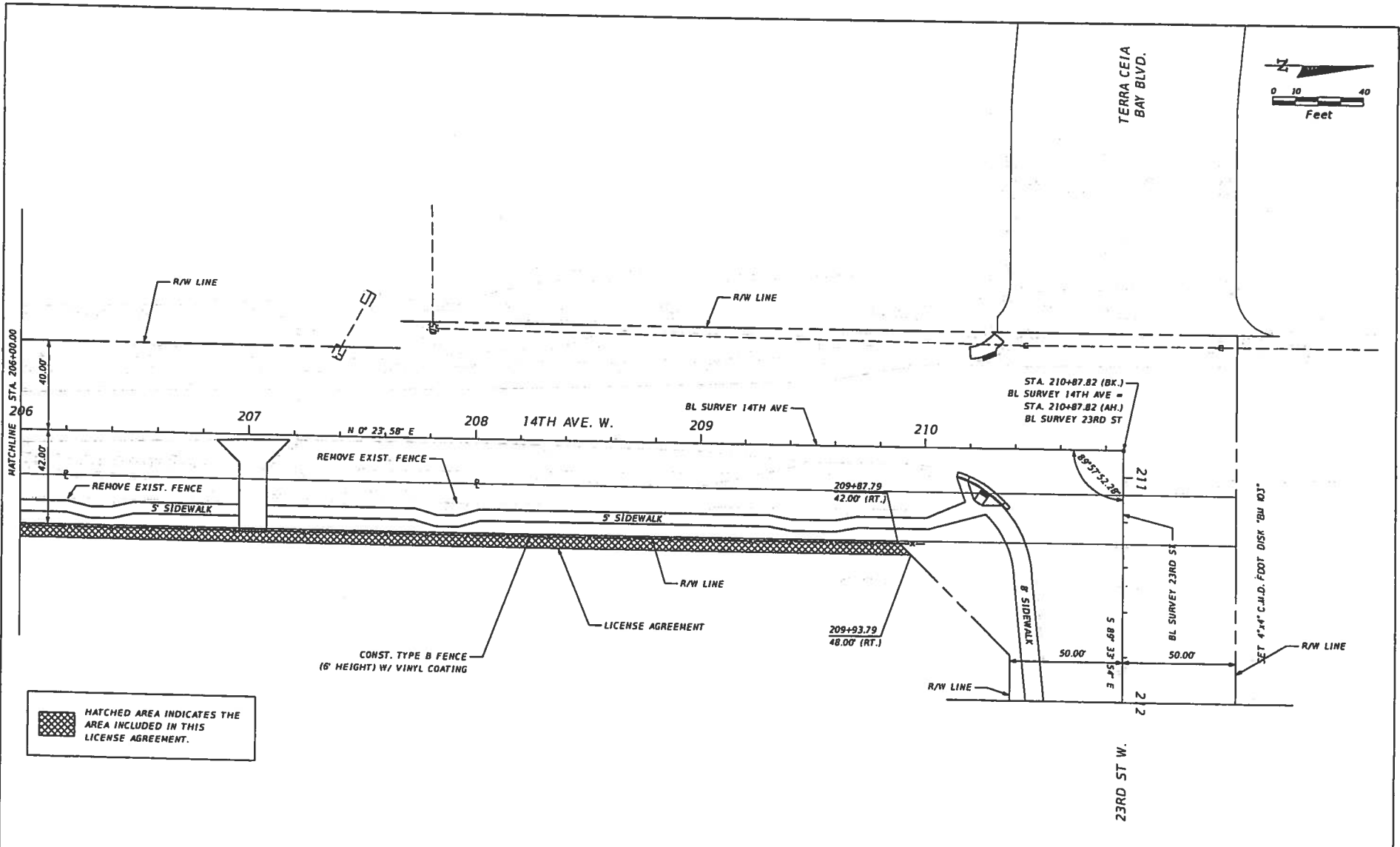
PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 434, SUITE 309  
WINTER SPRINGS, FLORIDA 32708  
TEL. (407) 893-8100  
CERTIFICATE OF AUTHORIZATION NO. 37770


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	HANATEE	436983-1-52-01

**EXHIBIT A**

SHEET NO.  
1






 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

REVISIONS		REVISIONS		KEITH A. JOHNSON, P.E. P.E. NO. 65623  PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32789 TEL. (407) 992-9160 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>EXHIBIT A</b>	SHEET NO.  2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					MANATEE	436983-1-52-01		

**RESOLUTION R-17-082**

**EXHIBIT B**

**LICENSE AGREEMENT**

*Please see attached*

EXHIBIT "B"

09-LA.11

Date: August 23, 2017  
This instrument prepared under the direction of:  
Angela D. Tucker, Chief Counsel  
Post Office Box 1249  
City: Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 4369831  
PARCEL 900.1  
SECTION 13000-000  
STATE ROAD 45 (US 41)  
COUNTY Manatee

**LICENSE AGREEMENT**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between MANATEE COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

**HATCHED AREA ON ATTACHED EXHIBIT "A"**

The premises may be occupied and used by licensee solely for installation of a new six (6) foot tall chain link fence with black vinyl coating and for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than December 31, 2018.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

EXHIBIT "B"

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

**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 OF MANATEE COUNTY

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

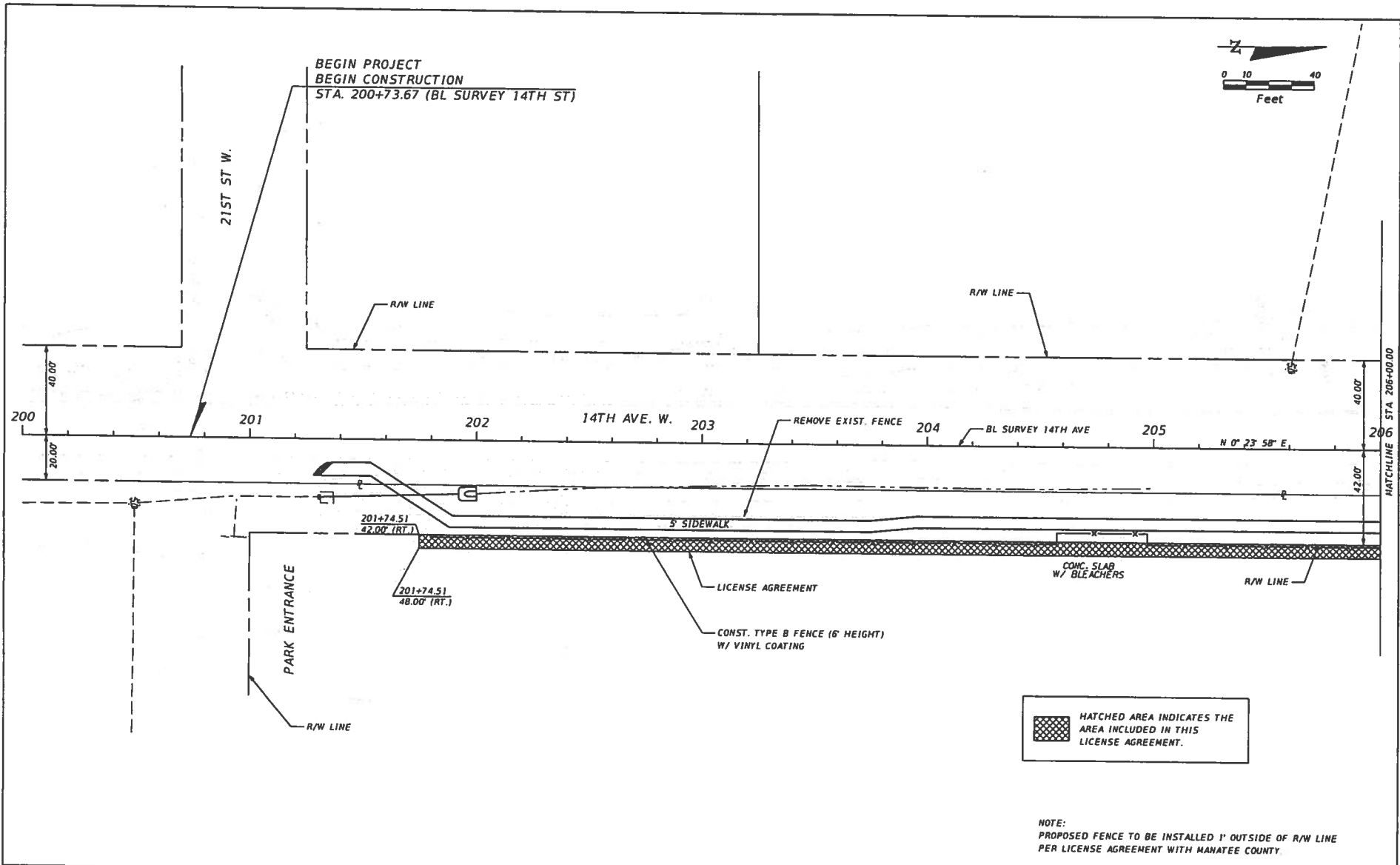


EXHIBIT "B"

HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

NOTE:  
PROPOSED FENCE TO BE INSTALLED 1' OUTSIDE OF R/W LINE  
PER LICENSE AGREEMENT WITH MANATEE COUNTY.

REVISIONS		DATE	DESCRIPTION	DATE	DESCRIPTION
DATE	DESCRIPTION				

KEITH A. JOHNSON, P.E.  
P.E. NO. 06623

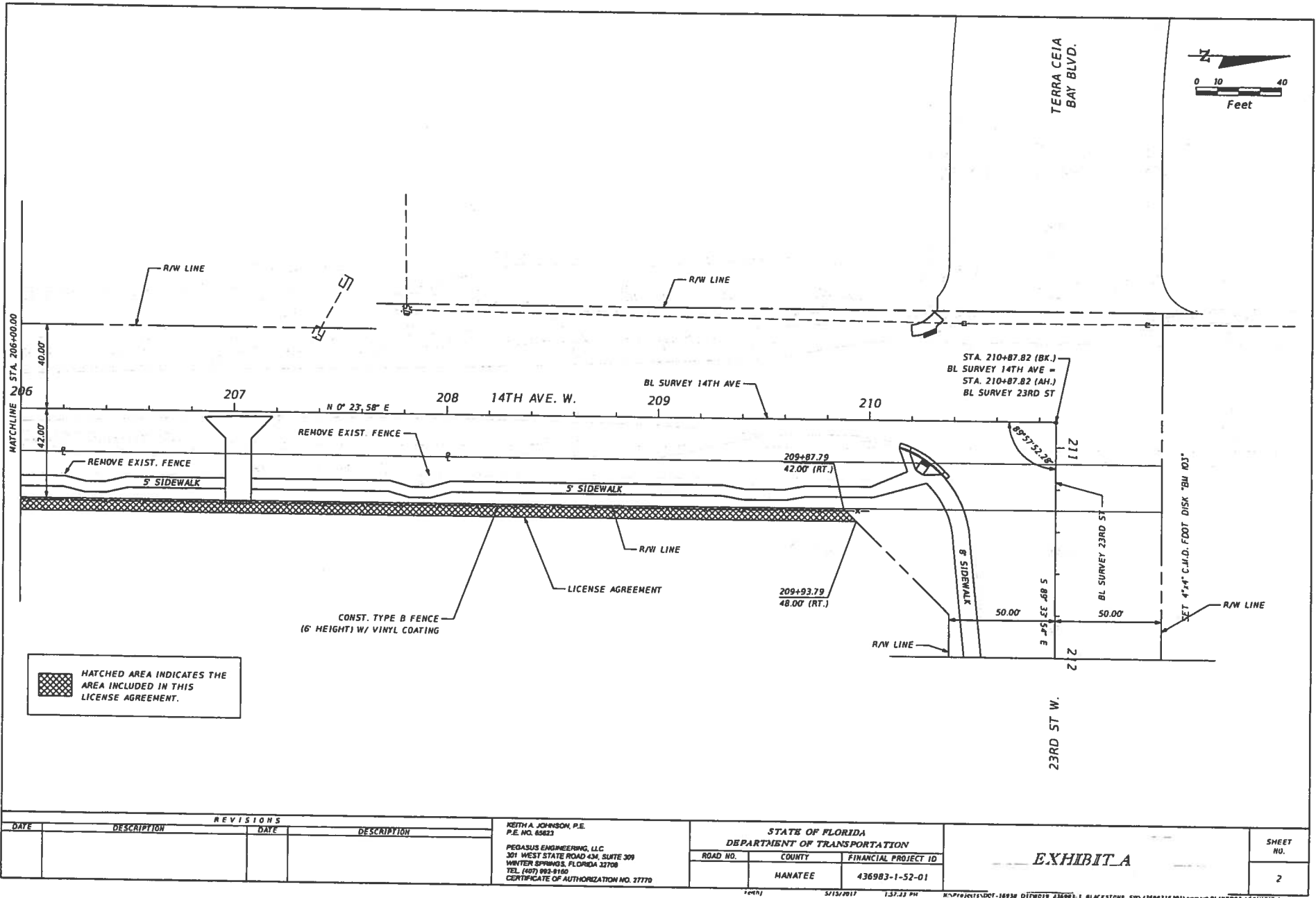
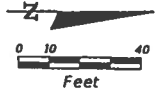
PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 434, SUITE 309  
WINTER SPRINGS, FLORIDA 32789  
TEL. (407) 992-9180  
CERTIFICATE OF AUTHORIZATION NO. 27770


STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MANATEE	4369B3-1-52-01

EXHIBIT A

SHEET NO.  
1




 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

REVISIONS		REVISIONS		KEITH A. JOHNSON, P.E. P.E. NO. 65623  PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 43M, SUITE 309 WINTER SPRINGS, FLORIDA 32708 TEL: (407) 963-8160 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>EXHIBIT A</b>	SHEET NO.  2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					HANATEE	436983-1-52-01		

EXHIBIT "B"

**RESOLUTION R-17-082**

**EXHIBIT C**

**MAINTENANCE AGREEMENT**

*Please see attached*

EXHIBIT "C"

FPID #436983-1-32/52-01  
POST-PROJECT MAINTENANCE AGREEMENT: Manatee County  
Page 1 of 3

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

**WITNESSETH**

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # 436983-1-32/52-01, FAP# 886-776-A which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. R-17-082, dated \_\_\_\_\_, a copy of which is attached and incorporated by reference as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for sidewalk construction at the following location:
  - Adjacent to Blackstone Park on the East side of 14<sup>th</sup> Avenue West starting at 21st Street West and then North to 23<sup>rd</sup> Street West and then continuing east along the South side of 23<sup>rd</sup> ST West to US 41 Business. The sidewalk will continue along the West side of US 41 Business for approximately 550 feet, tying into the existing sidewalk on US 41 Business.
2. As part of this project, the DEPARTMENT shall remove an existing vinyl coated chain link fence owned by Manatee County. The chain link fence will be removed from the City of Palmetto right of way which is (approximately 23 feet) from the edge of pavement. The DEPARTMENT will install a new six (6) foot tall chain link fence with black vinyl coating at an area just within Manatee County's property at approximately 34 feet from the edge of pavement of 14<sup>th</sup> Avenue West; as shown in **Exhibit B**, attached an incorporated by reference.
3. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said vinyl coated chain link fence.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.



This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK**

EXHIBIT "C"

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

\_\_\_\_\_  
Department to enter date.

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**LOCAL AGENCY:  
MANATEE COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

**BY: ITS BOARD OF COUNTY  
COMMISSIONERS**

BY \_\_\_\_\_  
CHAIRPERSON

**ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND  
COMPTROLLER**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DEPUTY CLERK

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DISTRICT ONE SECRETARY  
OR DESIGNEE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

\_\_\_\_\_

BY: \_\_\_\_\_

EXHIBIT "C"

**TRANSPORATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN FLORIDA DEPARTMENT OF TRANSPORTION AND MANATEE COUNTY**

**EXHIBIT A**

**RESOLUTION R-17-082**

*Please see attached*

**RESOLUTION R-17-082**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING A LICENSE AGREEMENT AND A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE EXECUTION OF THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter the FDOT) proposes to construct or improve a portion of State Road No. 45 (U.S. 41 Business) in Manatee County, Florida; and

**WHEREAS**, the FDOT is authorized to undertake a project identified as Financial Project # 436983-1-32/52-01, within Manatee County's geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to (1) construct a sidewalk adjacent to Blackstone Park on the east side of 14th Avenue West starting at 21st Street West and then north to 23rd Street West and then continuing east along the south side of 23rd Street West to U.S. 41 Business and then continuing along the west side of U.S. 41 Business for approximately five hundred and fifty feet tying into the existing sidewalk on U.S. 41 Business and (2) remove an existing chain link fence with black vinyl coating owned by Manatee County from the City of Palmetto right-of-way and install a new chain link fence with vinyl coating within the hatched area as depicted on attached Exhibit A, which land is owned by Manatee County; and

**WHEREAS**, for the FDOT to complete the project, it is necessary that certain lands now owned by Manatee County be used temporarily by the FDOT for the use and benefit of the FDOT; and

**WHEREAS**, the FDOT has made application to Manatee County to execute and deliver to the FDOT a License Agreement, attached as Exhibit B and incorporated by reference, in favor of the FDOT, for the purpose of removing the existing fence and installing a new fence onto Manatee County property to accommodate the proposed construction of a new sidewalk within the City of Palmetto right-of-way known as 14th Avenue West; and

**WHEREAS**, the FDOT has also made application to Manatee County to execute and deliver to the FDOT a Maintenance Agreement, attached as Exhibit C and incorporated by reference, wherein Manatee County would agree to be responsible for the maintenance of the new fence upon completion of the project; and

**WHEREAS**, Manatee County desires to have the sidewalk constructed, the existing fence removed and the new fence installed; and

**WHEREAS**, Manatee County is willing to maintain this new fence after installation by the FDOT; and

EXHIBIT "C"

WHEREAS, it is in the best interests of Manatee County to approve and authorize these agreements to establish the mutual rights and obligations of Manatee County and the FDOT with respect to (1) the FDOT's use of the County's property, (2) the FDOT's removal of the existing fence and installation of a new fence and (3) the County's maintenance of the new fence post-construction pursuant to this project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
2. The Board hereby approves and accepts the agreements upon the terms as set forth in attached Exhibits B and C.
3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute said agreements.
4. This Resolution shall be effective immediately upon adoption.
5. A certified copy of this Resolution shall be forwarded forthwith to the State of Florida Department of Transportation at Bartow, Florida.

DULY ADOPTED with a quorum present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

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

**RESOLUTION R-17-082**

**EXHIBIT B**

**LICENSE AGREEMENT**

*Please see attached*

09-LA.11

Date: August 23, 2017  
This instrument prepared under the direction of:  
Angela D. Tucker, Chief Counsel  
Post Office Box 1249  
City: Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 4369831  
PARCEL 900.1  
SECTION 13000-000  
STATE ROAD 45 (US 41)  
COUNTY Manatee

**LICENSE AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between MANATEE COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

**HATCHED AREA ON ATTACHED EXHIBIT "A"**

The premises may be occupied and used by licensee solely for installation of a new six (6) foot tall chain link fence with black vinyl coating and for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than December 31, 2018.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

EXHIBIT "B"

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

**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 OF MANATEE COUNTY

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



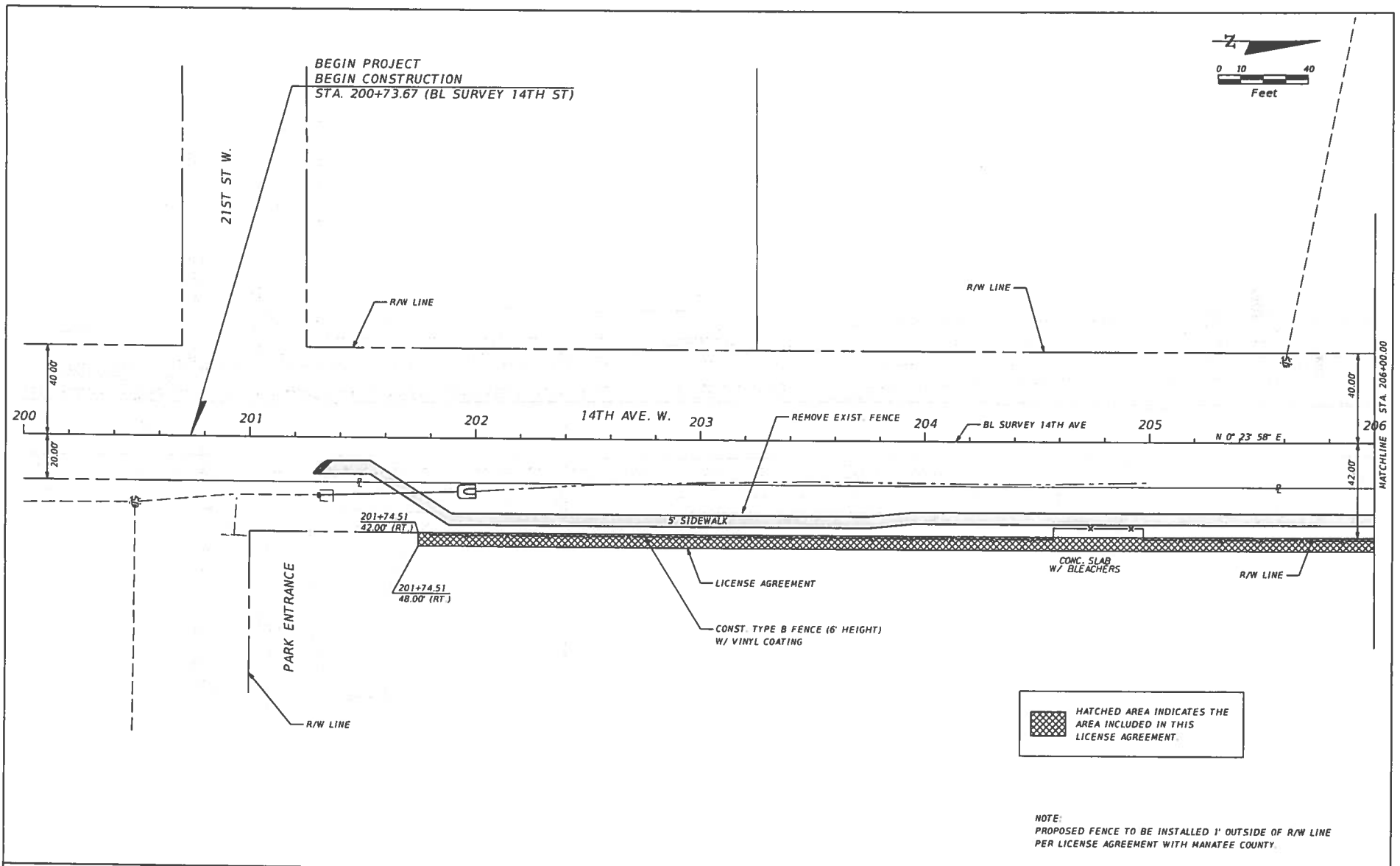


EXHIBIT "B"

HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

NOTE:  
PROPOSED FENCE TO BE INSTALLED 1' OUTSIDE OF R/W LINE PER LICENSE AGREEMENT WITH MANATEE COUNTY.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITH A. JOHNSON, P.E.  
P.E. NO. 65623  
  
PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 434, SUITE 309  
WINTER SPRINGS, FLORIDA 32708  
TEL: (407) 892-8150  
CERTIFICATE OF AUTHORIZATION NO. 27770

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MANATEE	436983-1-52-01

EXHIBIT A

SHEET NO
1



**RESOLUTION R-17-082**

**EXHIBIT C**

**MAINTENANCE AGREEMENT**

*Please see attached*

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

**WITNESSETH**

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # **436983-1-32/52-01, FAP# 886-776-A** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. R-17-082, dated \_\_\_\_\_, a copy of which is attached and incorporated by reference as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for sidewalk construction at the following location:
  - Adjacent to Blackstone Park on the East side of 14<sup>th</sup> Avenue West starting at 21<sup>st</sup> Street West and then North to 23<sup>rd</sup> Street West and then continuing east along the South side of 23<sup>rd</sup> ST West to US 41 Business. The sidewalk will continue along the West side of US 41 Business for approximately 550 feet, tying into the existing sidewalk on US 41 Business.
2. As part of this project, the DEPARTMENT shall remove an existing vinyl coated chain link fence owned by Manatee County. The chain link fence will be removed from the City of Palmetto right of way which is (approximately 23 feet) from the edge of pavement. The DEPARTMENT will install a new six (6) foot tall chain link fence with black vinyl coating at an area just within Manatee County's property at approximately 34 feet from the edge of pavement of 14<sup>th</sup> Avenue West; as shown in **Exhibit B**, attached and incorporated by reference.
3. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said vinyl coated chain link fence.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK**

EXHIBIT "C"

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

\_\_\_\_\_ Department to enter date.

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**LOCAL AGENCY:  
MANATEE COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

**BY: ITS BOARD OF COUNTY  
COMMISSIONERS**

BY \_\_\_\_\_  
CHAIRPERSON

**ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND  
COMPTROLLER**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DEPUTY CLERK

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DISTRICT ONE SECRETARY  
OR DESIGNEE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

\_\_\_\_\_

BY: \_\_\_\_\_

EXHIBIT "C"

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN FLORIDA DEPARTMENT OF TRANSPORTION AND MANATEE COUNTY**

**EXHIBIT A**

**RESOLUTION R-17-082**

*Please see attached*

**RESOLUTION R-17-082**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING A LICENSE AGREEMENT AND A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE EXECUTION OF THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter the FDOT) proposes to construct or improve a portion of State Road No. 45 (U.S. 41 Business) in Manatee County, Florida; and

**WHEREAS**, the FDOT is authorized to undertake a project identified as Financial Project # 436983-1-32/52-01, within Manatee County's geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to (1) construct a sidewalk adjacent to Blackstone Park on the east side of 14th Avenue West starting at 21st Street West and then north to 23rd Street West and then continuing east along the south side of 23rd Street West to U.S. 41 Business and then continuing along the west side of U.S. 41 Business for approximately five hundred and fifty feet tying into the existing sidewalk on U.S. 41 Business and (2) remove an existing chain link fence with black vinyl coating owned by Manatee County from the City of Palmetto right-of-way and install a new chain link fence with vinyl coating within the hatched area as depicted on attached Exhibit A, which land is owned by Manatee County; and

**WHEREAS**, for the FDOT to complete the project, it is necessary that certain lands now owned by Manatee County be used temporarily by the FDOT for the use and benefit of the FDOT; and

**WHEREAS**, the FDOT has made application to Manatee County to execute and deliver to the FDOT a License Agreement, attached as Exhibit B and incorporated by reference, in favor of the FDOT, for the purpose of removing the existing fence and installing a new fence onto Manatee County property to accommodate the proposed construction of a new sidewalk within the City of Palmetto right-of-way known as 14th Avenue West; and

**WHEREAS**, the FDOT has also made application to Manatee County to execute and deliver to the FDOT a Maintenance Agreement, attached as Exhibit C and incorporated by reference, wherein Manatee County would agree to be responsible for the maintenance of the new fence upon completion of the project; and

**WHEREAS**, Manatee County desires to have the sidewalk constructed, the existing fence removed and the new fence installed; and

**WHEREAS**, Manatee County is willing to maintain this new fence after installation by the FDOT; and



EXHIBIT "C"

WHEREAS, it is in the best interests of Manatee County to approve and authorize these agreements to establish the mutual rights and obligations of Manatee County and the FDOT with respect to (1) the FDOT's use of the County's property, (2) the FDOT's removal of the existing fence and installation of a new fence and (3) the County's maintenance of the new fence post-construction pursuant to this project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
2. The Board hereby approves and accepts the agreements upon the terms as set forth in attached Exhibits B and C.
3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute said agreements.
4. This Resolution shall be effective immediately upon adoption.
5. A certified copy of this Resolution shall be forwarded forthwith to the State of Florida Department of Transportation at Bartow, Florida.

DULY ADOPTED with a quorum present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

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

EXHIBIT "C"

**RESOLUTION R-17-082**

**EXHIBIT A**

**NEW CHAIN LINK FENCE**

*Please see attached*

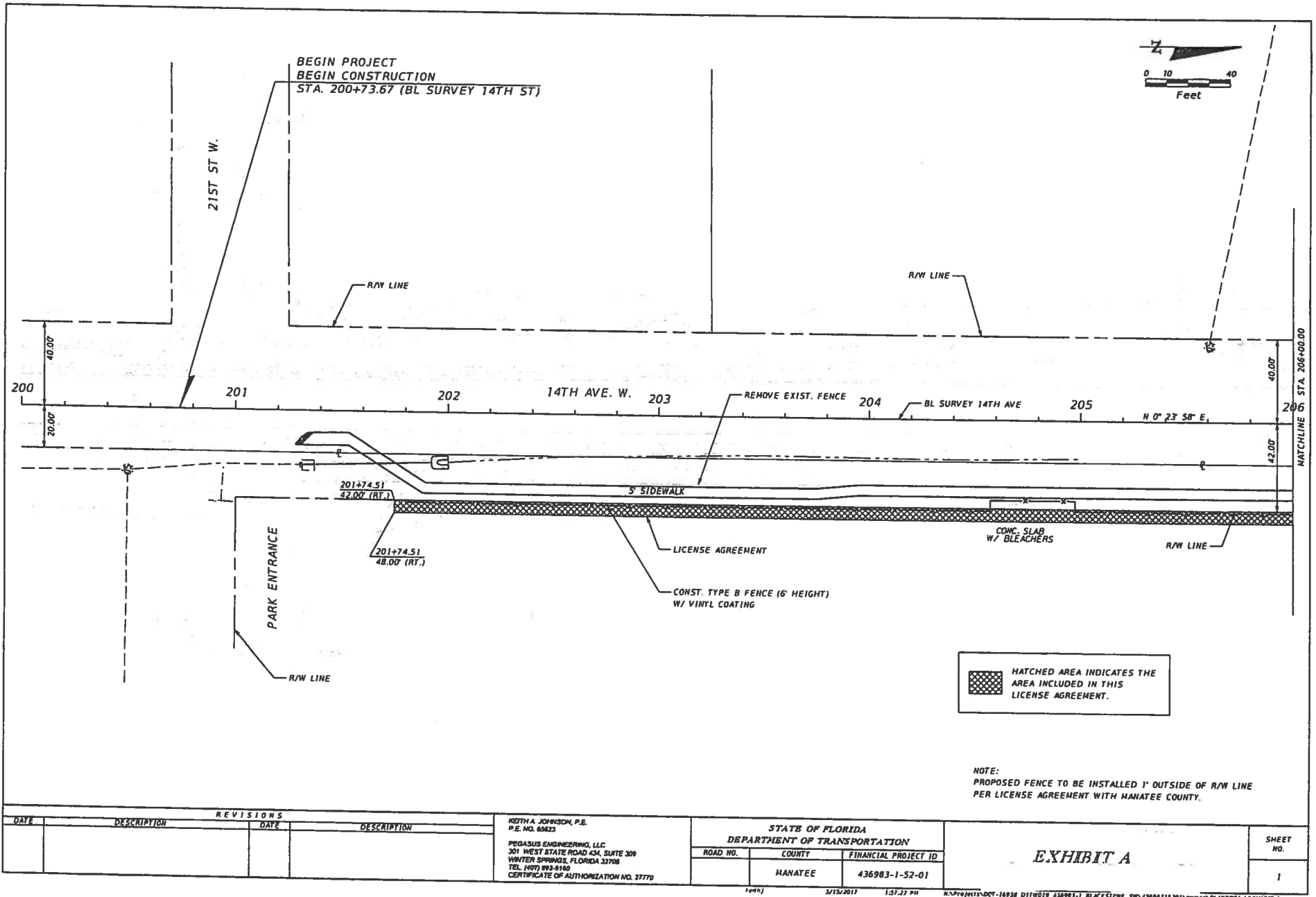


EXHIBIT "C"

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

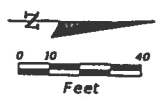
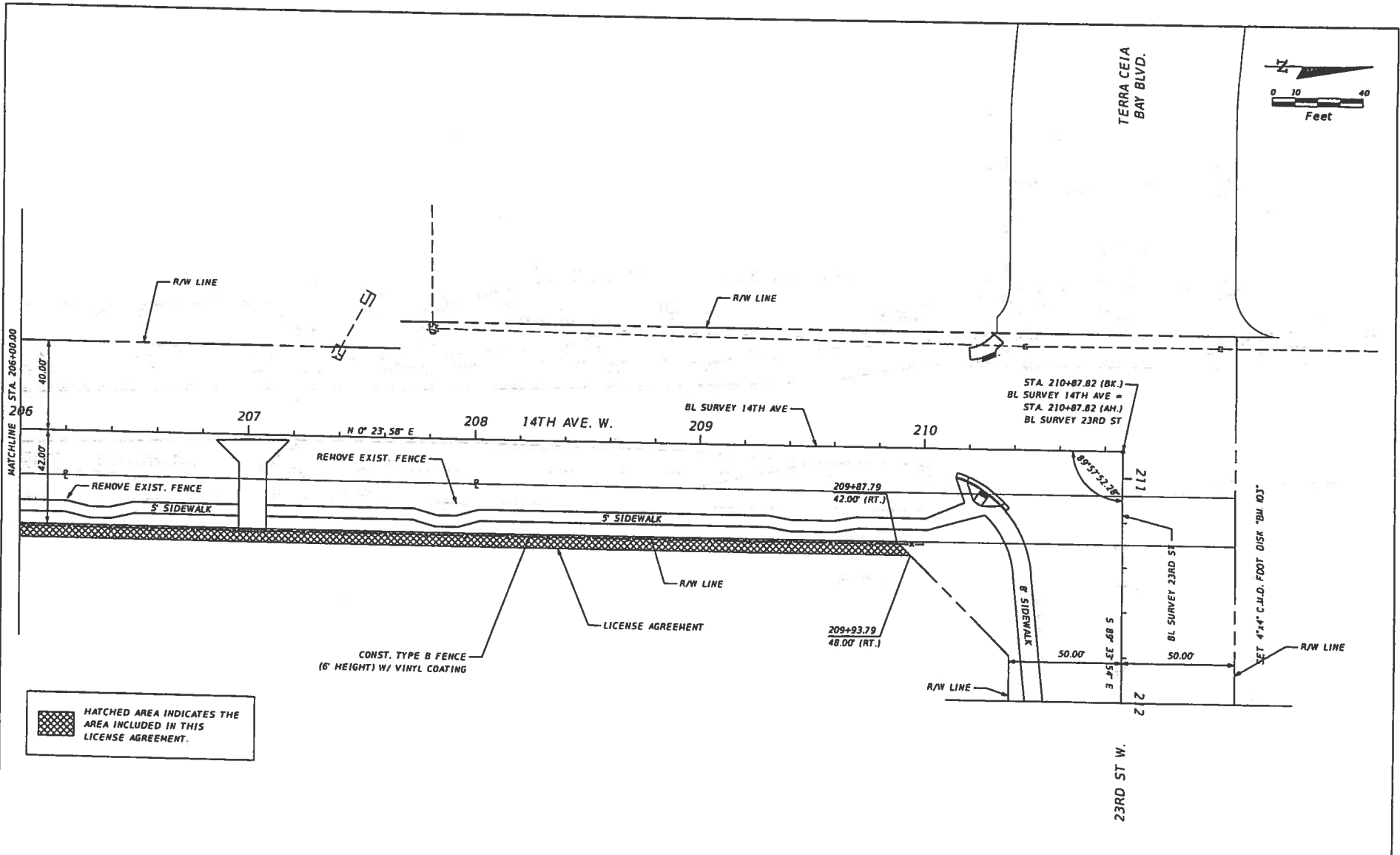
KEITH A. JOHNSON, P.E.  
P.E. NO. 65423


PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 434, SUITE 309  
WINTER SPRINGS, FLORIDA 32708  
TEL. (407) 993-8180  
CERTIFICATE OF AUTHORIZATION NO. 27770

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	HANATEE	436983-1-52-01

**EXHIBIT A**

SHEET NO.  
1



 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

REVISIONS		DESCRIPTION	DATE	DESCRIPTION
DATE	DESCRIPTION			

KEITH A. JOHNSON, P.E. P.E. NO. 65623		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>EXHIBIT A</b>	SHEET NO. <b>2</b>
PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 TEL. (407) 992-8180 CERTIFICATE OF AUTHORIZATION NO. 23770		ROAD NO.	COUNTY		
			MANATEE	436983-1-52-01	

EXHIBIT "C"

EXHIBIT "C"

**RESOLUTION R-17-082**

**EXHIBIT B**

**LICENSE AGREEMENT**

*Please see attached*

EXHIBIT "C"

09-LA.11

Date: August 23, 2017  
This instrument prepared under the direction of:  
Angela D. Tucker, Chief Counsel  
Post Office Box 1249  
City: Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 4369831  
PARCEL 900.1  
SECTION 13000-000  
STATE ROAD 45 (US 41)  
COUNTY Manatee

**LICENSE AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between MANATEE COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

**HATCHED AREA ON ATTACHED EXHIBIT "A"**

The premises may be occupied and used by licensee solely for installation of a new six (6) foot tall chain link fence with black vinyl coating and for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than December 31, 2018.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

EXHIBIT "C"

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

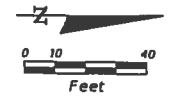
**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

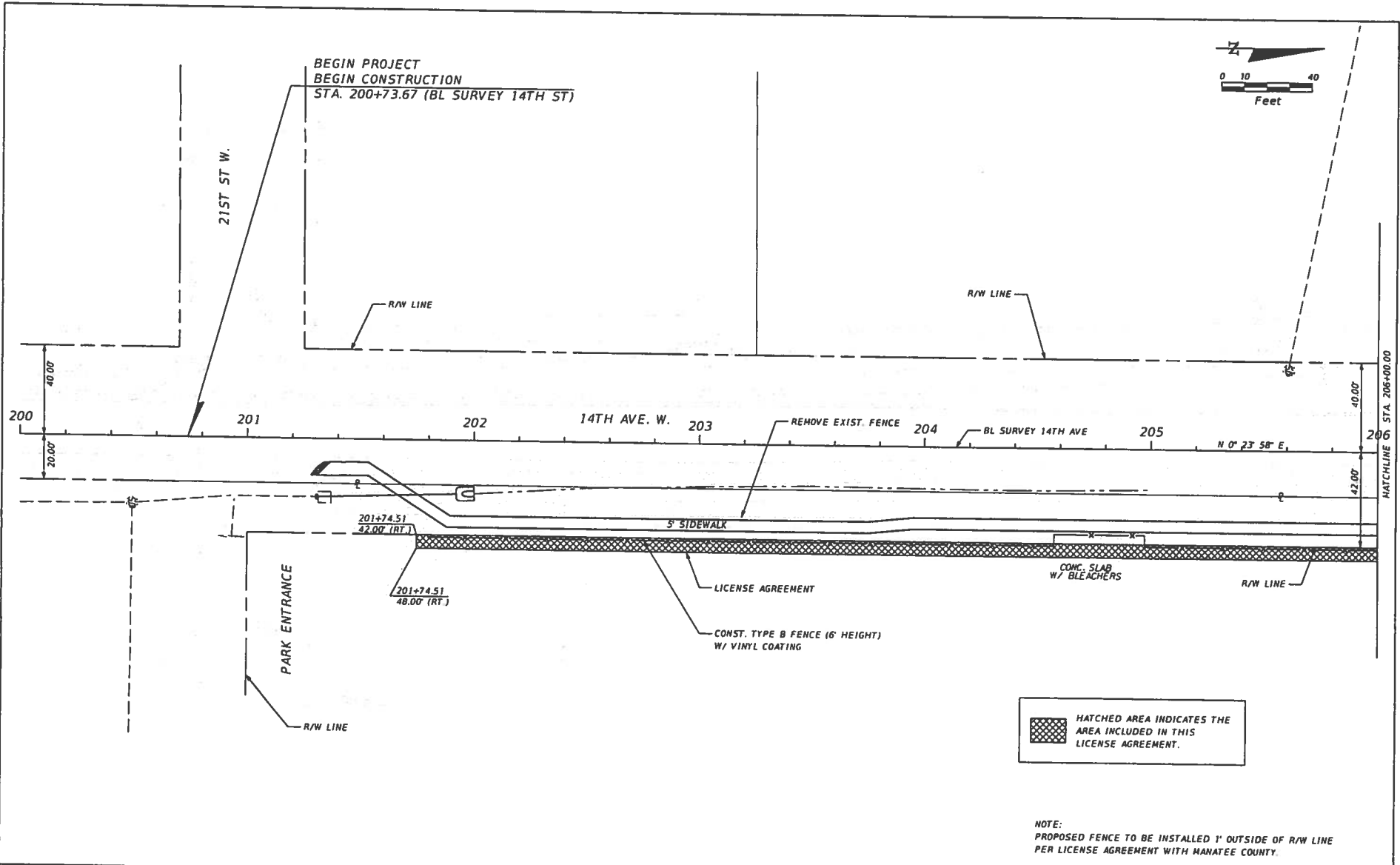
Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER OF MANATEE COUNTY

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



BEGIN PROJECT  
 BEGIN CONSTRUCTION  
 STA. 200+73.67 (BL SURVEY 14TH ST)



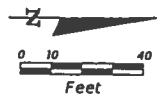
 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

NOTE:  
 PROPOSED FENCE TO BE INSTALLED 1' OUTSIDE OF R/W LINE PER LICENSE AGREEMENT WITH MANATEE COUNTY.

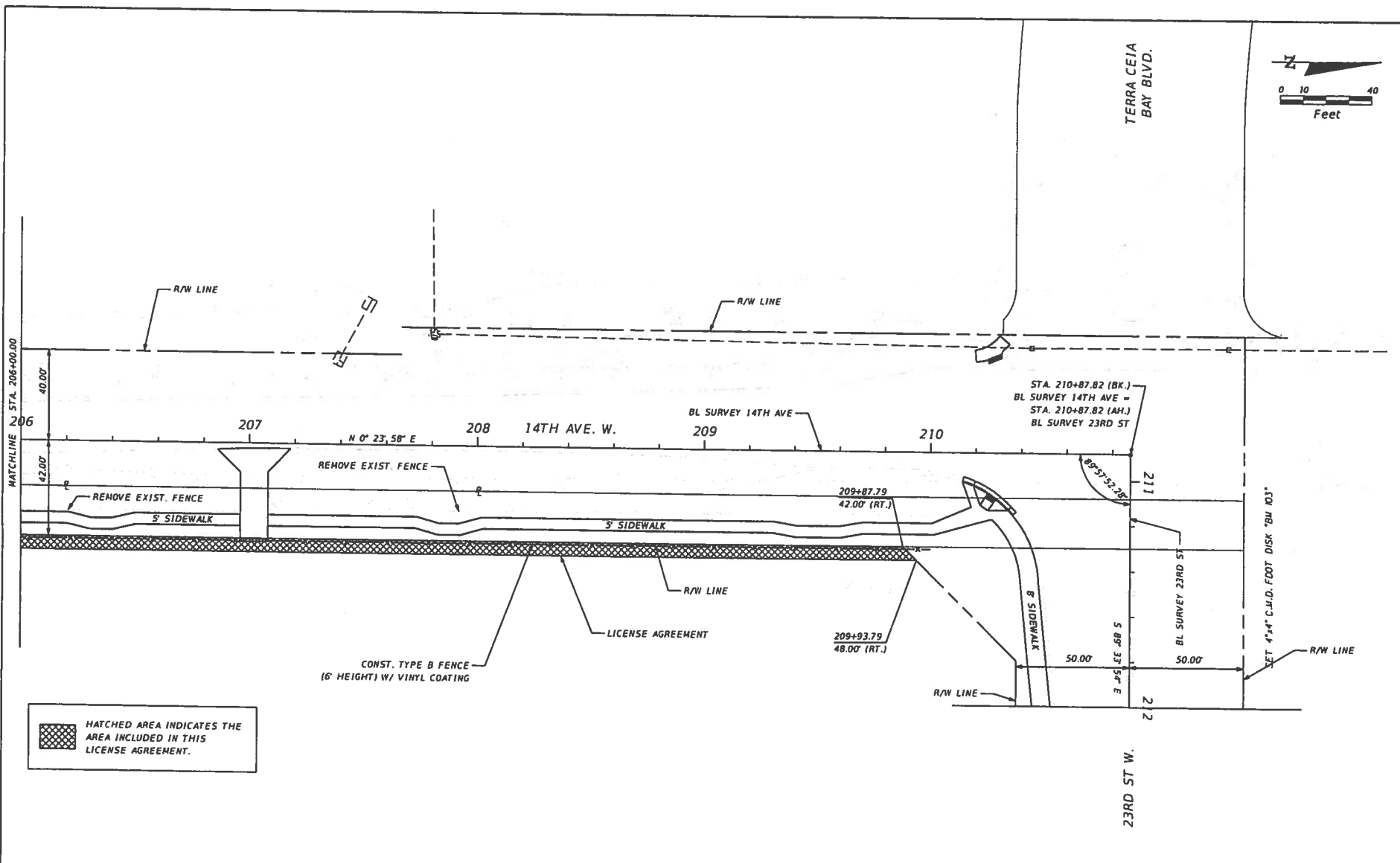
REVISIONS				KEITH A. JOHNSON, P.E. P.E. NO. 66623 PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32788 TEL. (407) 892-9160 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>EXHIBIT A</b>	SHEET NO. 1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					MANATEE	436983-1-52-01		

EXHIBIT "C"





TERRA CEIA  
BAY BLVD.




 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

EXHIBIT "C"

REVISIONS		REVISIONS		KATH A. JOHNSON, P.E. P.E. NO. 65823  PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 300 WINTER SPRINGS, FLORIDA 32708 TEL. (407) 893-8160 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		EXHIBIT A	SHEET NO.  2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					NAHATEE	436983-1-52-01		

EXHIBIT "C"

**RESOLUTION R-17-082**

**EXHIBIT C**

**MAINTENANCE AGREEMENT**

*Please see attached*

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

**WITNESSETH**

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # **436983-1-32/52-01, FAP# 886-776-A** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. R-17-082, dated \_\_\_\_\_, a copy of which is attached and incorporated by reference as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for sidewalk construction at the following location:
  - Adjacent to Blackstone Park on the East side of 14<sup>th</sup> Avenue West starting at 21<sup>st</sup> Street West and then North to 23<sup>rd</sup> Street West and then continuing east along the South side of 23<sup>rd</sup> ST West to US 41 Business. The sidewalk will continue along the West side of US 41 Business for approximately 550 feet, tying into the existing sidewalk on US 41 Business.
2. As part of this project, the DEPARTMENT shall remove an existing vinyl coated chain link fence owned by Manatee County. The chain link fence will be removed from the City of Palmetto right of way which is (approximately 23 feet) from the edge of pavement. The DEPARTMENT will install a new six (6) foot tall chain link fence with black vinyl coating at an area just within Manatee County's property at approximately 34 feet from the edge of pavement of 14<sup>th</sup> Avenue West; as shown in **Exhibit B**, attached and incorporated by reference.
3. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said vinyl coated chain link fence.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

\_\_\_\_\_  
Department to enter date.

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**LOCAL AGENCY:  
MANATEE COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

**BY: ITS BOARD OF COUNTY  
COMMISSIONERS**

BY \_\_\_\_\_  
CHAIRPERSON

**ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND  
COMPTROLLER**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DEPUTY CLERK

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DISTRICT ONE SECRETARY  
OR DESIGNEE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: \_\_\_\_\_

*EXHIBIT "C"*

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN FLORIDA DEPARTMENT OF TRANSPORTION AND MANATEE COUNTY**

**EXHIBIT B**

**NEW SIX (6) FOOT TALL CHAIN LINK FENCE WITH BLACK VINYL COATING AT AN  
AREA JUST WITHIN MANATEE COUNTY'S PROPERTY AT APPROXIMETLY 34 FEET  
FROM EDGE OF PAYMENT OF 14<sup>TH</sup> AVENUE WEST**

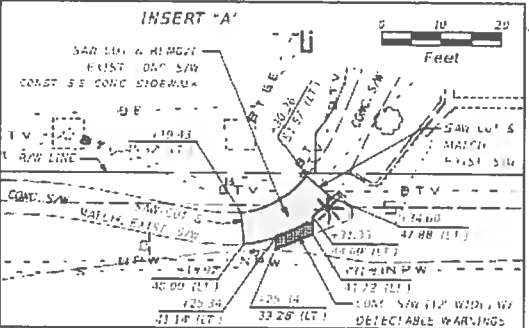
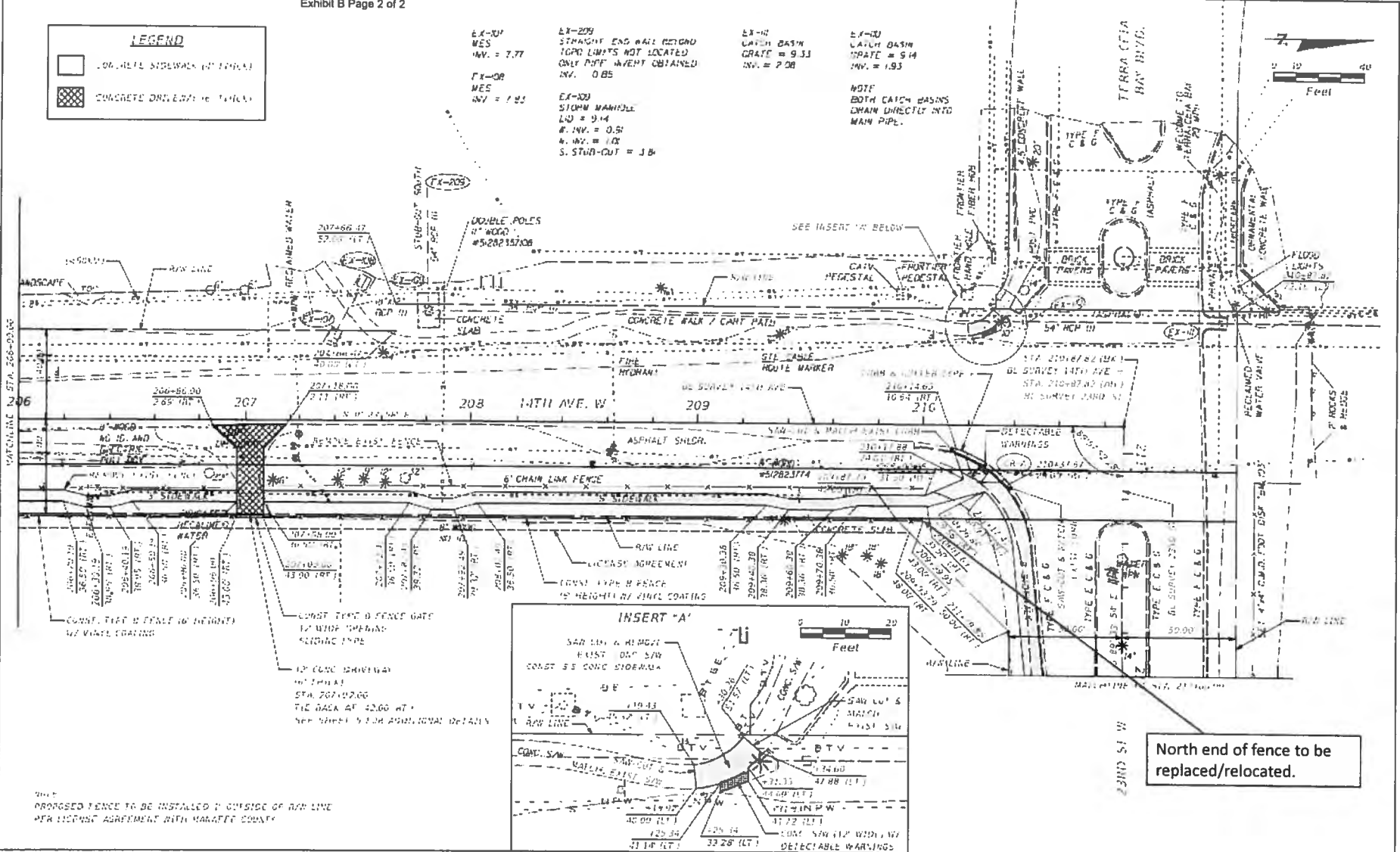
*Please see attached*



**LEGEND**

- 10' WIDE SIDEWALK (1" THICK)
- ▨ CONCRETE DRILEDAI (1" THICK)

- EX-107 MES INV. = 7.77
  - EX-108 MES INV. = 7.88
  - EX-209 STRAIGHT END WALL BEYOND 10' PD LIMITS NOT LOCATED ONLY PIPE AVENUE OBTAINED INV. = 0.85
  - EX-200 STORM MANHOLE LID = 9' 14" B. INV. = 0.51 A. INV. = 1.02 S. STUB-OUT = 3' 8"
  - EX-10 CATCH BASIN GRATE = 9' 33" INV. = 2' 08"
  - EX-100 CATCH BASIN GRATE = 9' 14" INV. = 1' 93"
- NOTE: BOTH CATCH BASINS CHAIN DIRECTLY INTO MAIN PIPE.



North end of fence to be replaced/relocated.

DATE	DESCRIPTION	BY	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROADWAY PLAN (R)	SHEET NO.
				PROJECT NO. 436853	SECTION NO. 001	12
				DATE: 11/11/11	SCALE: AS SHOWN	

EXHIBIT "C"

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE DESIGNER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SHOWN HEREON. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF THE DESIGNER IS PROHIBITED.



**RESOLUTION R-17-082**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING A LICENSE AGREEMENT AND A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE EXECUTION OF THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter the FDOT) proposes to construct or improve a portion of State Road No. 45 (U.S. 41 Business) in Manatee County, Florida; and

**WHEREAS**, the FDOT is authorized to undertake a project identified as Financial Project # 436983-1-32/52-01, within Manatee County's geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to (1) construct a sidewalk adjacent to Blackstone Park on the east side of 14th Avenue West starting at 21st Street West and then north to 23rd Street West and then continuing east along the south side of 23rd Street West to U.S. 41 Business and then continuing along the west side of U.S. 41 Business for approximately five hundred and fifty feet tying into the existing sidewalk on U.S. 41 Business and (2) remove an existing chain link fence with black vinyl coating owned by Manatee County from the City of Palmetto right-of-way and install a new chain link fence with vinyl coating within the hatched area as depicted on attached Exhibit A, which land is owned by Manatee County; and

**WHEREAS**, for the FDOT to complete the project, it is necessary that certain lands now owned by Manatee County be used temporarily by the FDOT for the use and benefit of the FDOT; and

**WHEREAS**, the FDOT has made application to Manatee County to execute and deliver to the FDOT a License Agreement, attached as Exhibit B and incorporated by reference, in favor of the FDOT, for the purpose of removing the existing fence and installing a new fence onto Manatee County property to accommodate the proposed construction of a new sidewalk within the City of Palmetto right-of-way known as 14th Avenue West; and

**WHEREAS**, the FDOT has also made application to Manatee County to execute and deliver to the FDOT a Maintenance Agreement, attached as Exhibit C and incorporated by reference, wherein Manatee County would agree to be responsible for the maintenance of the new fence upon completion of the project; and

**WHEREAS**, Manatee County desires to have the sidewalk constructed, the existing fence removed and the new fence installed; and

**WHEREAS**, Manatee County is willing to maintain this new fence after installation by the FDOT; and

**WHEREAS**, it is in the best interests of Manatee County to approve and authorize these agreements to establish the mutual rights and obligations of Manatee County and the FDOT with respect to (1) the FDOT's use of the County's property, (2) the FDOT's removal of the existing fence and installation of a new fence and (3) the County's maintenance of the new fence post-construction pursuant to this project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, that:

- 1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
- 2. The Board hereby approves and accepts the agreements upon the terms as set forth in attached Exhibits B and C.
- 3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute said agreements.
- 4. This Resolution shall be effective immediately upon adoption.
- 5. A certified copy of this Resolution shall be forwarded forthwith to the State of Florida Department of Transportation at Bartow, Florida.

**DULY ADOPTED** with a quorum present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

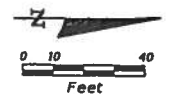
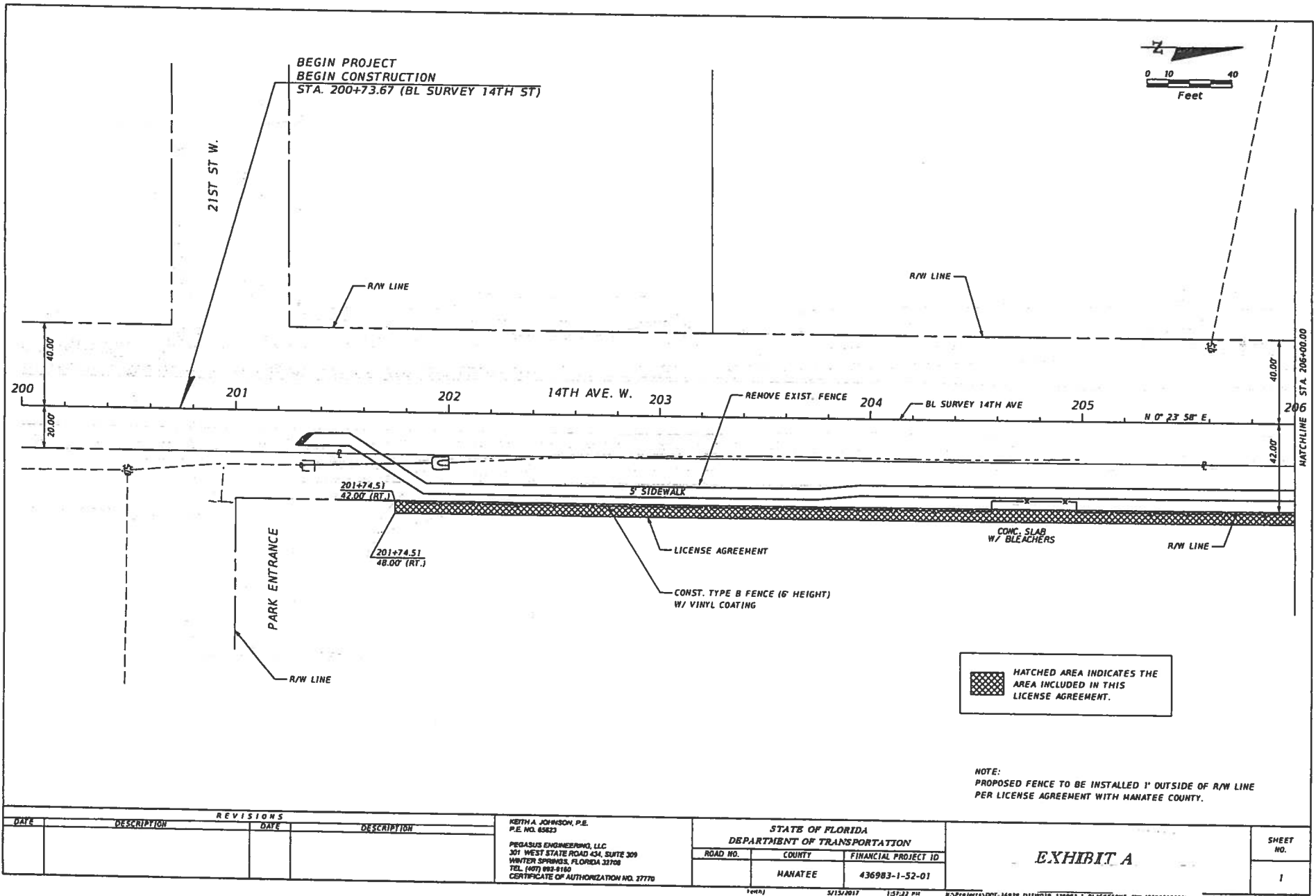
By: \_\_\_\_\_  
Deputy Clerk


**RESOLUTION R-17-082**

**EXHIBIT A**

**NEW CHAIN LINK FENCE**

*Please see attached*



 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

NOTE:  
PROPOSED FENCE TO BE INSTALLED 1' OUTSIDE OF R/W LINE PER LICENSE AGREEMENT WITH HANATEE COUNTY.

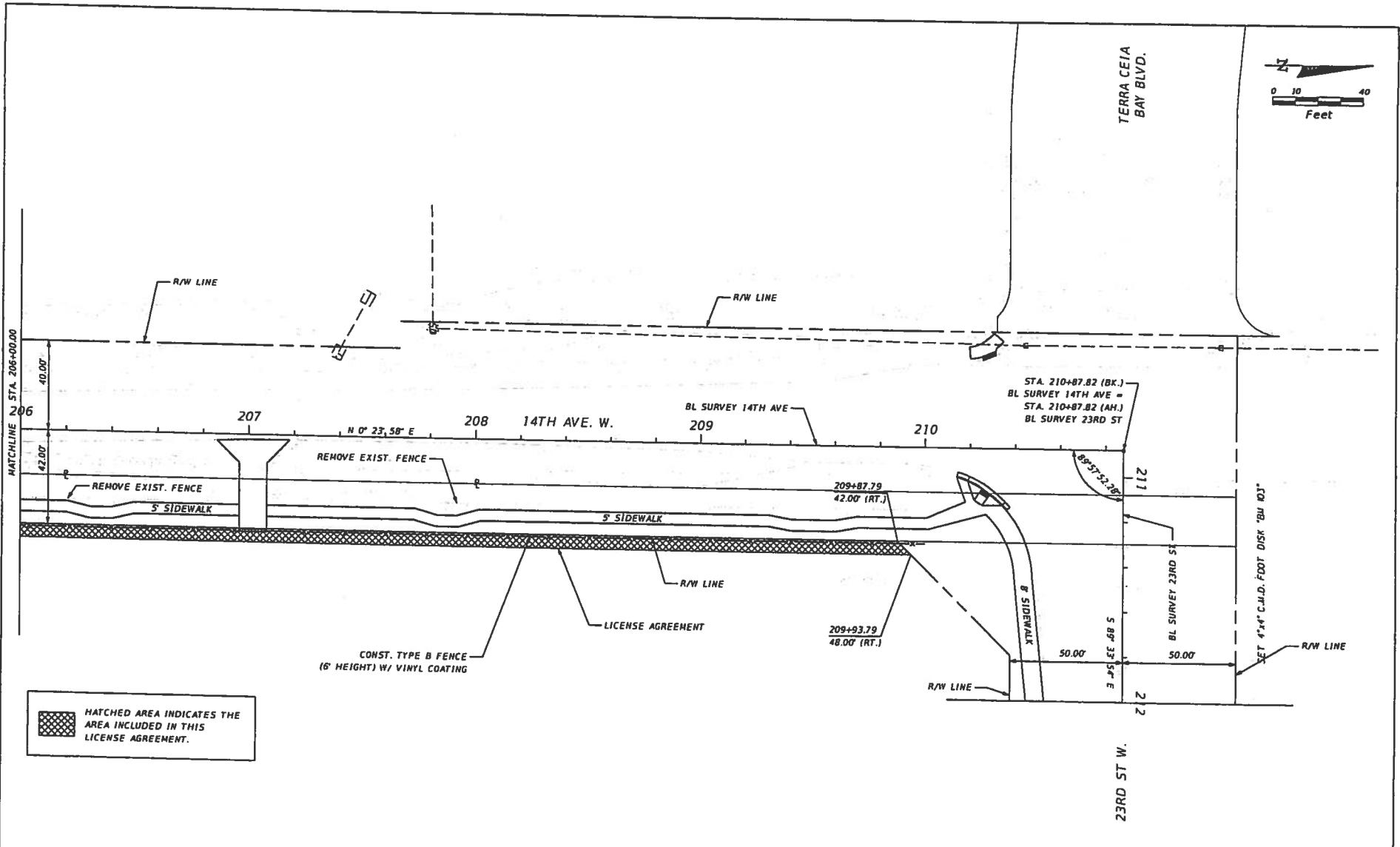
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITH A. JOHNSON, P.E.  
P.E. NO. 65623  
  
PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 434, SUITE 309  
WINTER SPRINGS, FLORIDA 32708  
TEL. (407) 893-8100  
CERTIFICATE OF AUTHORIZATION NO. 37770

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	HANATEE	436983-1-52-01

**EXHIBIT A**

SHEET NO.
1




 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

REVISIONS	
DATE	DESCRIPTION

KEITH A. JOHNSON, P.E.  
 P.E. NO. 65623  
 PEGASUS ENGINEERING, LLC  
 301 WEST STATE ROAD 434, SUITE 309  
 WINTER SPRINGS, FLORIDA 32789  
 TEL. (407) 892-9160  
 CERTIFICATE OF AUTHORIZATION NO. 27770

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MANATEE	436983-1-52-01

**EXHIBIT A**

SHEET NO.
2

**RESOLUTION R-17-082**

**EXHIBIT B**

**LICENSE AGREEMENT**

*Please see attached*

EXHIBIT "B"

09-LA.11

Date: August 23, 2017  
This instrument prepared under the direction of:  
Angela D. Tucker, Chief Counsel  
Post Office Box 1249  
City: Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 4369831  
PARCEL 900.1  
SECTION 13000-000  
STATE ROAD 45 (US 41)  
COUNTY Manatee

**LICENSE AGREEMENT**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between MANATEE COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

**HATCHED AREA ON ATTACHED EXHIBIT "A"**

The premises may be occupied and used by licensee solely for installation of a new six (6) foot tall chain link fence with black vinyl coating and for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than December 31, 2018.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

EXHIBIT "B"

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

**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 OF MANATEE COUNTY

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



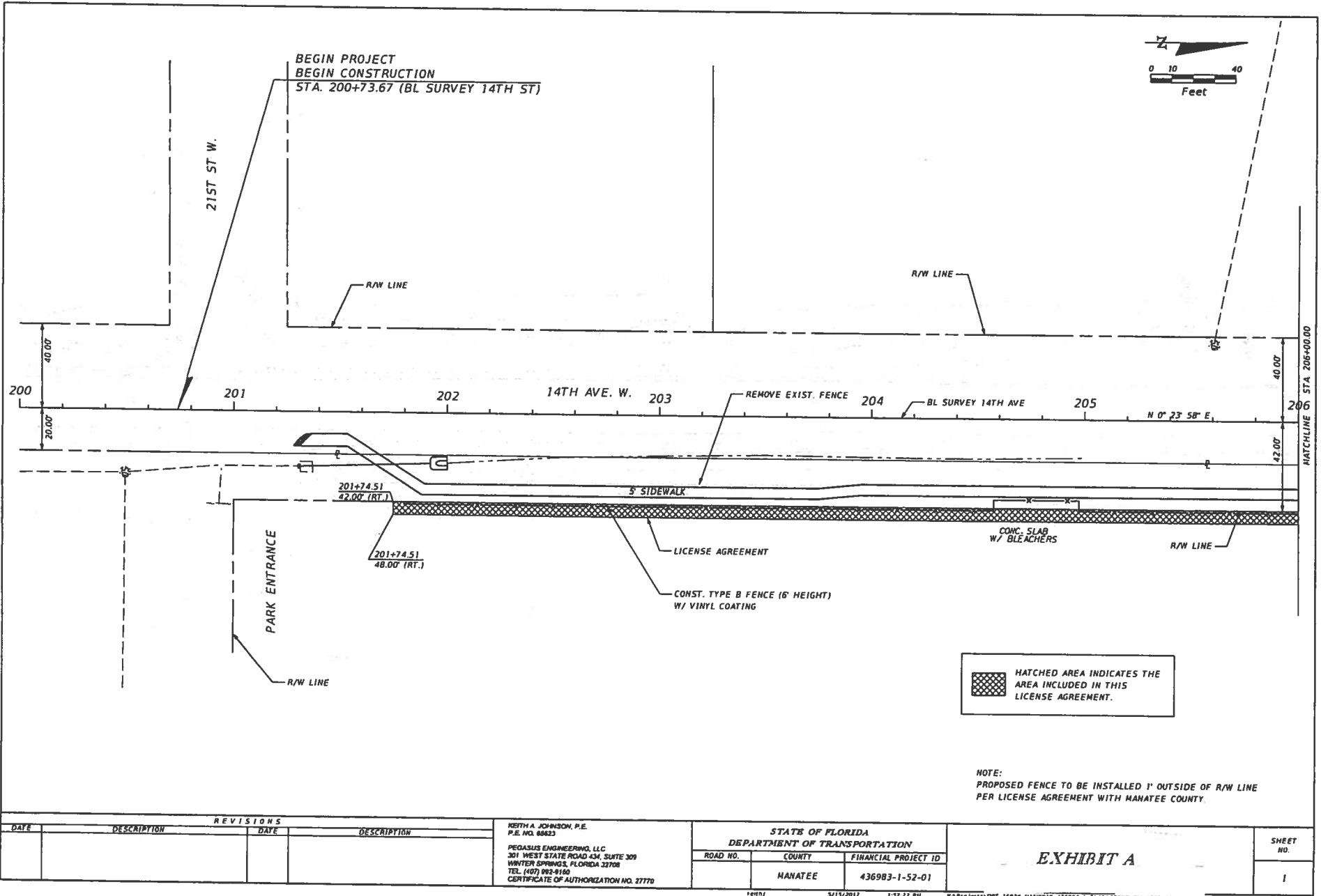
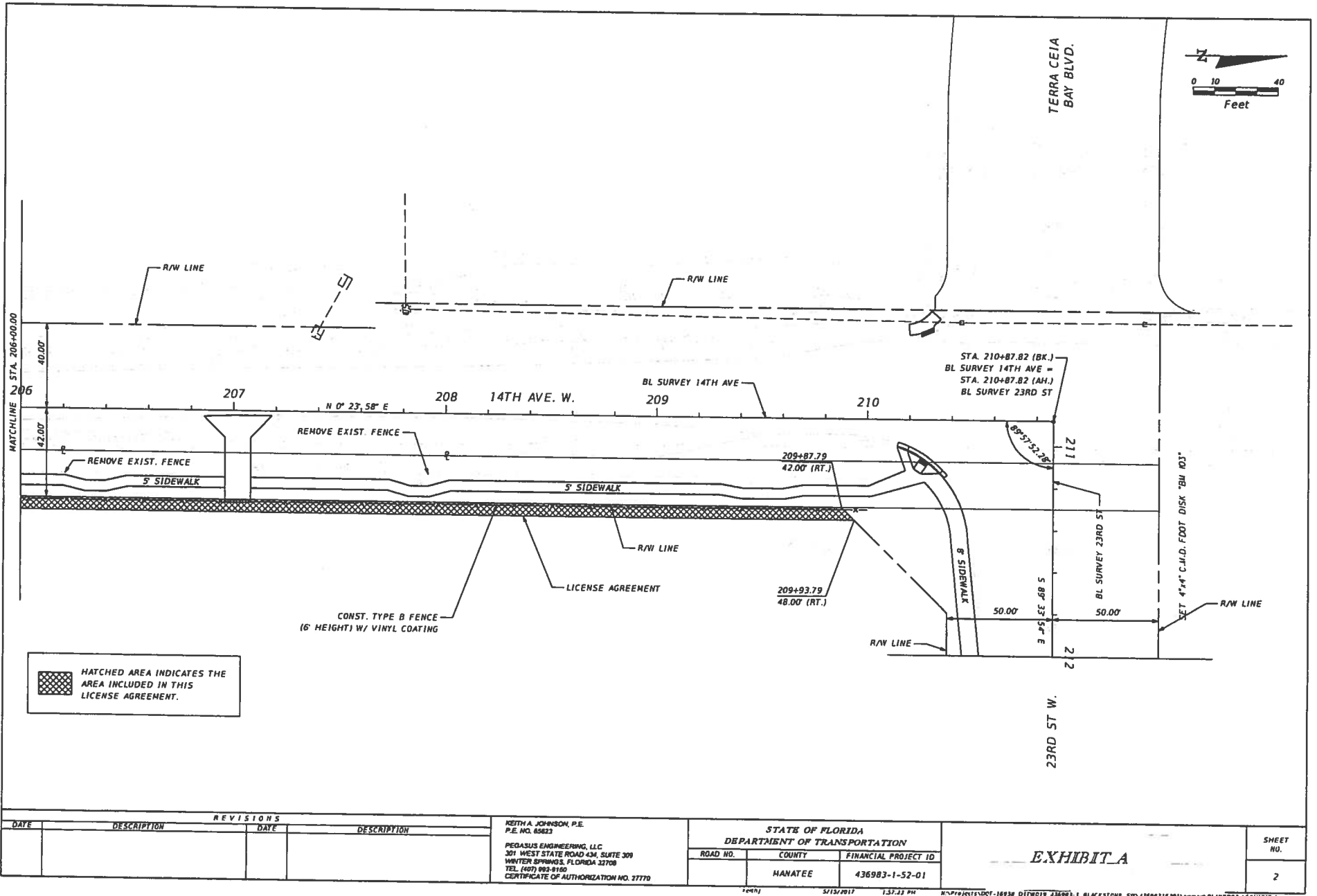
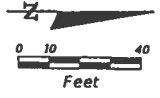



EXHIBIT "B"

REVISIONS		REVISIONS		KEITH A. JOHNSON, P.E. P.E. NO. 08623  PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32789 TEL. (407) 992-9180 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		EXHIBIT A	SHEET NO.  1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					MANATEE	4369B3-1-52-01		



 HATCHED AREA INDICATES THE AREA INCLUDED IN THIS LICENSE AGREEMENT.

REVISIONS		REVISIONS		KEITH A. JOHNSON, P.E. P.E. NO. 65623  PEGASUS ENGINEERING, LLC 301 WEST STATE ROAD 43M, SUITE 309 WINTER SPRINGS, FLORIDA 32708 TEL: (407) 963-8160 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		EXHIBIT A	SHEET NO.  2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					HANATEE	436983-1-52-01		

EXHIBIT "B"

**RESOLUTION R-17-082**

**EXHIBIT C**

**MAINTENANCE AGREEMENT**

*Please see attached*

EXHIBIT "C"

FPID #436983-1-32/52-01  
POST-PROJECT MAINTENANCE AGREEMENT: Manatee County  
Page 1 of 3

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

**WITNESSETH**

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # 436983-1-32/52-01, FAP# 886-776-A which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. R-17-082, dated \_\_\_\_\_, a copy of which is attached and incorporated by reference as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for sidewalk construction at the following location:
  - Adjacent to Blackstone Park on the East side of 14<sup>th</sup> Avenue West starting at 21st Street West and then North to 23<sup>rd</sup> Street West and then continuing east along the South side of 23<sup>rd</sup> ST West to US 41 Business. The sidewalk will continue along the West side of US 41 Business for approximately 550 feet, tying into the existing sidewalk on US 41 Business.
2. As part of this project, the DEPARTMENT shall remove an existing vinyl coated chain link fence owned by Manatee County. The chain link fence will be removed from the City of Palmetto right of way which is (approximately 23 feet) from the edge of pavement. The DEPARTMENT will install a new six (6) foot tall chain link fence with black vinyl coating at an area just within Manatee County's property at approximately 34 feet from the edge of pavement of 14<sup>th</sup> Avenue West; as shown in **Exhibit B**, attached an incorporated by reference.
3. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said vinyl coated chain link fence.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK**

EXHIBIT "C"

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

\_\_\_\_\_  
Department to enter date.

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**LOCAL AGENCY:  
MANATEE COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

**BY: ITS BOARD OF COUNTY  
COMMISSIONERS**

BY \_\_\_\_\_  
CHAIRPERSON

**ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND  
COMPTROLLER**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DEPUTY CLERK

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DISTRICT ONE SECRETARY  
OR DESIGNEE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

\_\_\_\_\_

BY: \_\_\_\_\_

EXHIBIT "C"

**TRANSPORATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN FLORIDA DEPARTMENT OF TRANSPORTION AND MANATEE COUNTY**

**EXHIBIT A**

**RESOLUTION R-17-082**

*Please see attached*

**RESOLUTION R-17-082**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING A LICENSE AGREEMENT AND A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE EXECUTION OF THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter the FDOT) proposes to construct or improve a portion of State Road No. 45 (U.S. 41 Business) in Manatee County, Florida; and

**WHEREAS**, the FDOT is authorized to undertake a project identified as Financial Project # 436983-1-32/52-01, within Manatee County's geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to (1) construct a sidewalk adjacent to Blackstone Park on the east side of 14th Avenue West starting at 21st Street West and then north to 23rd Street West and then continuing east along the south side of 23rd Street West to U.S. 41 Business and then continuing along the west side of U.S. 41 Business for approximately five hundred and fifty feet tying into the existing sidewalk on U.S. 41 Business and (2) remove an existing chain link fence with black vinyl coating owned by Manatee County from the City of Palmetto right-of-way and install a new chain link fence with vinyl coating within the hatched area as depicted on attached Exhibit A, which land is owned by Manatee County; and

**WHEREAS**, for the FDOT to complete the project, it is necessary that certain lands now owned by Manatee County be used temporarily by the FDOT for the use and benefit of the FDOT; and

**WHEREAS**, the FDOT has made application to Manatee County to execute and deliver to the FDOT a License Agreement, attached as Exhibit B and incorporated by reference, in favor of the FDOT, for the purpose of removing the existing fence and installing a new fence onto Manatee County property to accommodate the proposed construction of a new sidewalk within the City of Palmetto right-of-way known as 14th Avenue West; and

**WHEREAS**, the FDOT has also made application to Manatee County to execute and deliver to the FDOT a Maintenance Agreement, attached as Exhibit C and incorporated by reference, wherein Manatee County would agree to be responsible for the maintenance of the new fence upon completion of the project; and

**WHEREAS**, Manatee County desires to have the sidewalk constructed, the existing fence removed and the new fence installed; and

**WHEREAS**, Manatee County is willing to maintain this new fence after installation by the FDOT; and



EXHIBIT "C"

WHEREAS, it is in the best interests of Manatee County to approve and authorize these agreements to establish the mutual rights and obligations of Manatee County and the FDOT with respect to (1) the FDOT's use of the County's property, (2) the FDOT's removal of the existing fence and installation of a new fence and (3) the County's maintenance of the new fence post-construction pursuant to this project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
2. The Board hereby approves and accepts the agreements upon the terms as set forth in attached Exhibits B and C.
3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute said agreements.
4. This Resolution shall be effective immediately upon adoption.
5. A certified copy of this Resolution shall be forwarded forthwith to the State of Florida Department of Transportation at Bartow, Florida.

DULY ADOPTED with a quorum present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

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

EXHIBIT "C"  
---

**RESOLUTION R-17-082**

**EXHIBIT A**

**NEW CHAIN LINK FENCE**

*Please see attached*

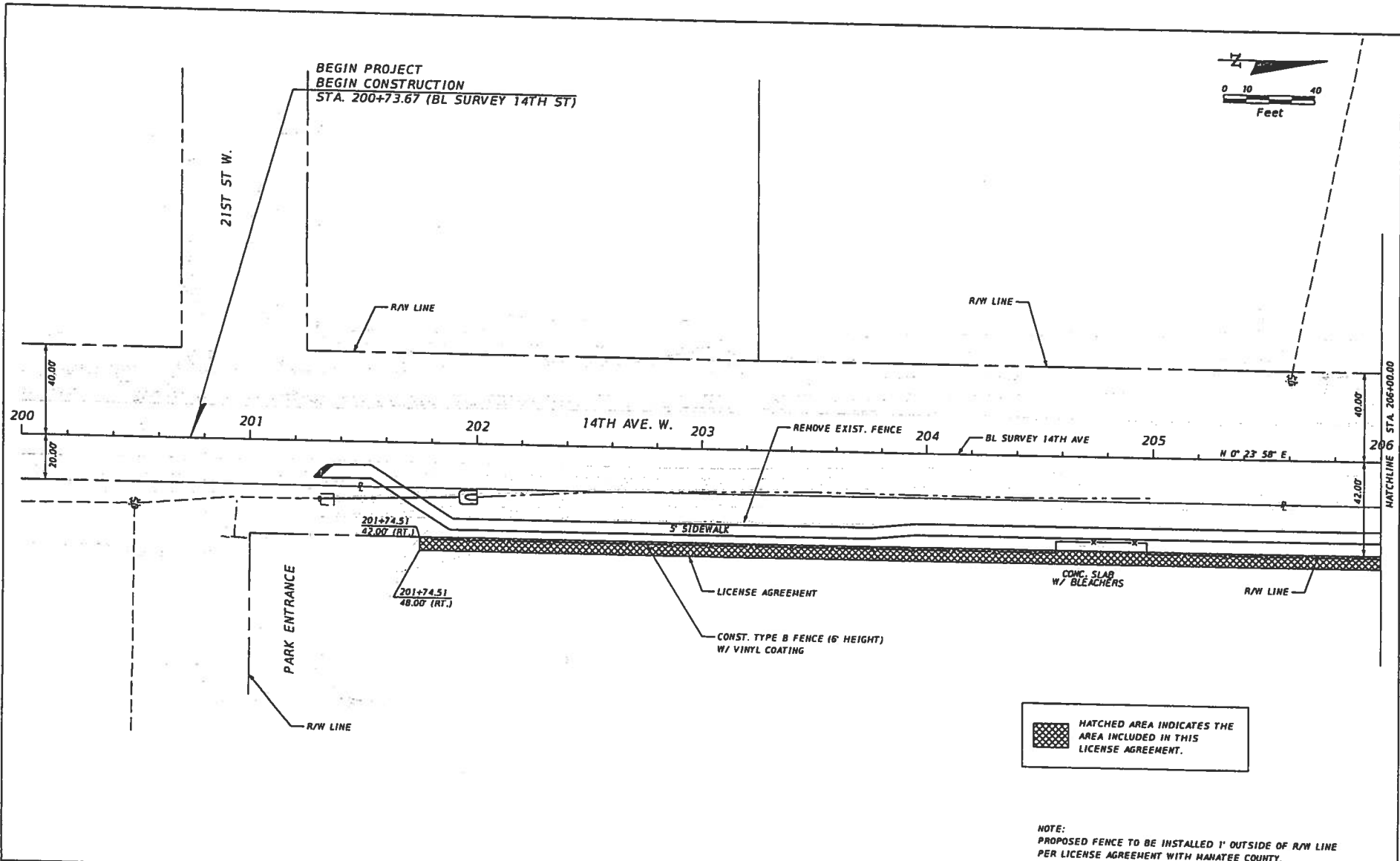


EXHIBIT "C"

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KETHA JOHNSON, P.E.  
P.E. NO. 6823

PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 334, SUITE 309  
WINTER SPRINGS, FLORIDA 32789  
TEL (407) 892-8180  
CERTIFICATE OF AUTHORIZATION NO. 27770

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MANATEE	436983-1-52-01

EXHIBIT A

SHEET NO.
1

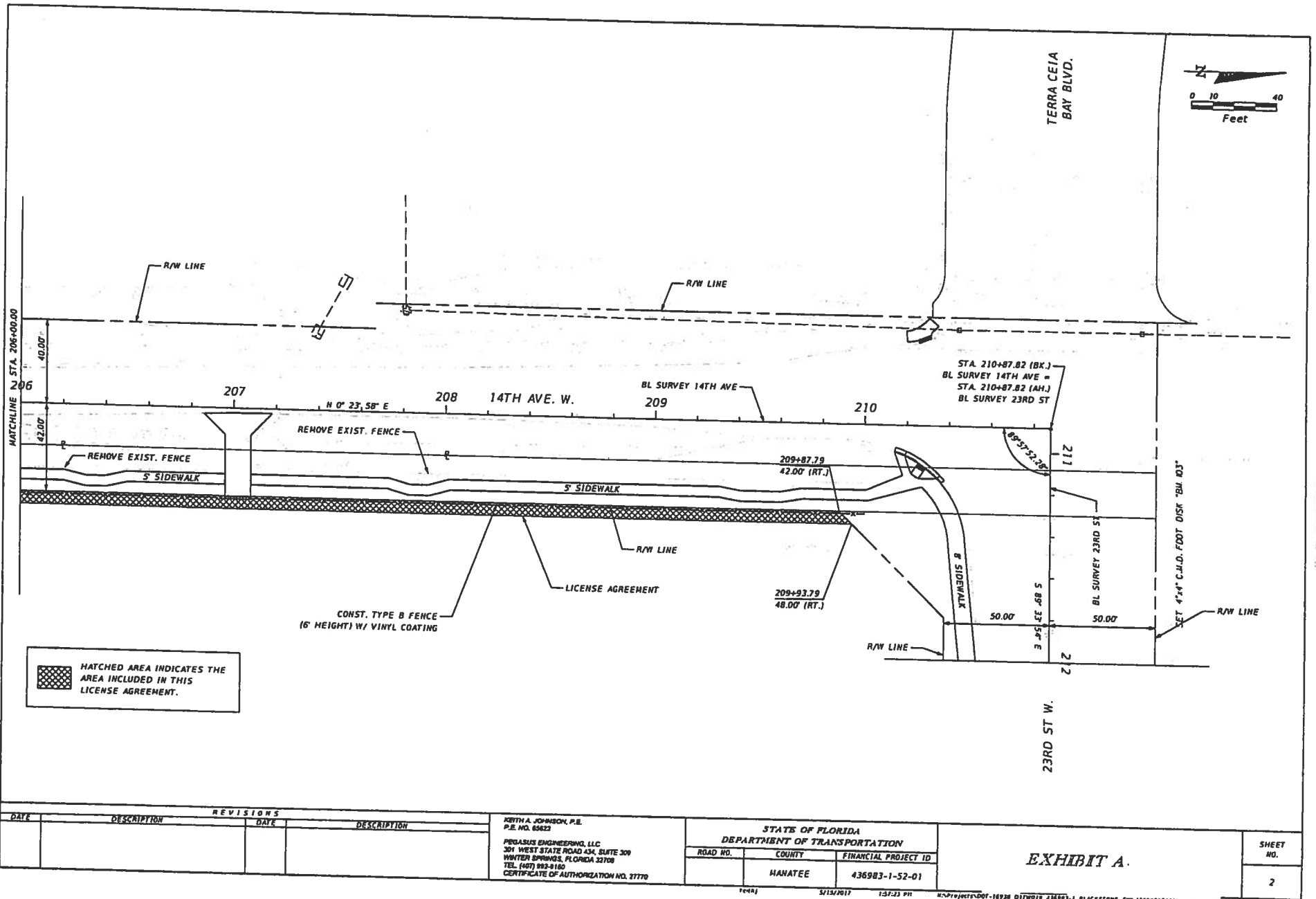


EXHIBIT "C"

REVISIONS				KEITH A. JOHNSON, P.E. P.E. NO. 65623  PERASUS ENGINEERING, LLC 301 WEST STATE ROAD 434, SUITE 300 WINTER SPRINGS, FLORIDA 32708 TEL. (407) 892-9180 CERTIFICATE OF AUTHORIZATION NO. 27770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>EXHIBIT A.</b>	SHEET NO.  2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		

EXHIBIT "C"

**RESOLUTION R-17-082**

**EXHIBIT B**

**LICENSE AGREEMENT**

*Please see attached*

EXHIBIT "C"

09-LA.11

Date: August 23, 2017	
This instrument prepared	F.P. NO. 4369831
under the direction of:	PARCEL 900.1
Angela D. Tucker, Chief Counsel	SECTION 13000-000
Post Office Box 1249	STATE ROAD 45 (US 41)
City: Bartow, Florida 33831-1249	COUNTY Manatee
Department of Transportation	

**LICENSE AGREEMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between MANATEE COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

**HATCHED AREA ON ATTACHED EXHIBIT "A"**

The premises may be occupied and used by licensee solely for installation of a new six (6) foot tall chain link fence with black vinyl coating and for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than December 31, 2018.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

EXHIBIT "C"

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

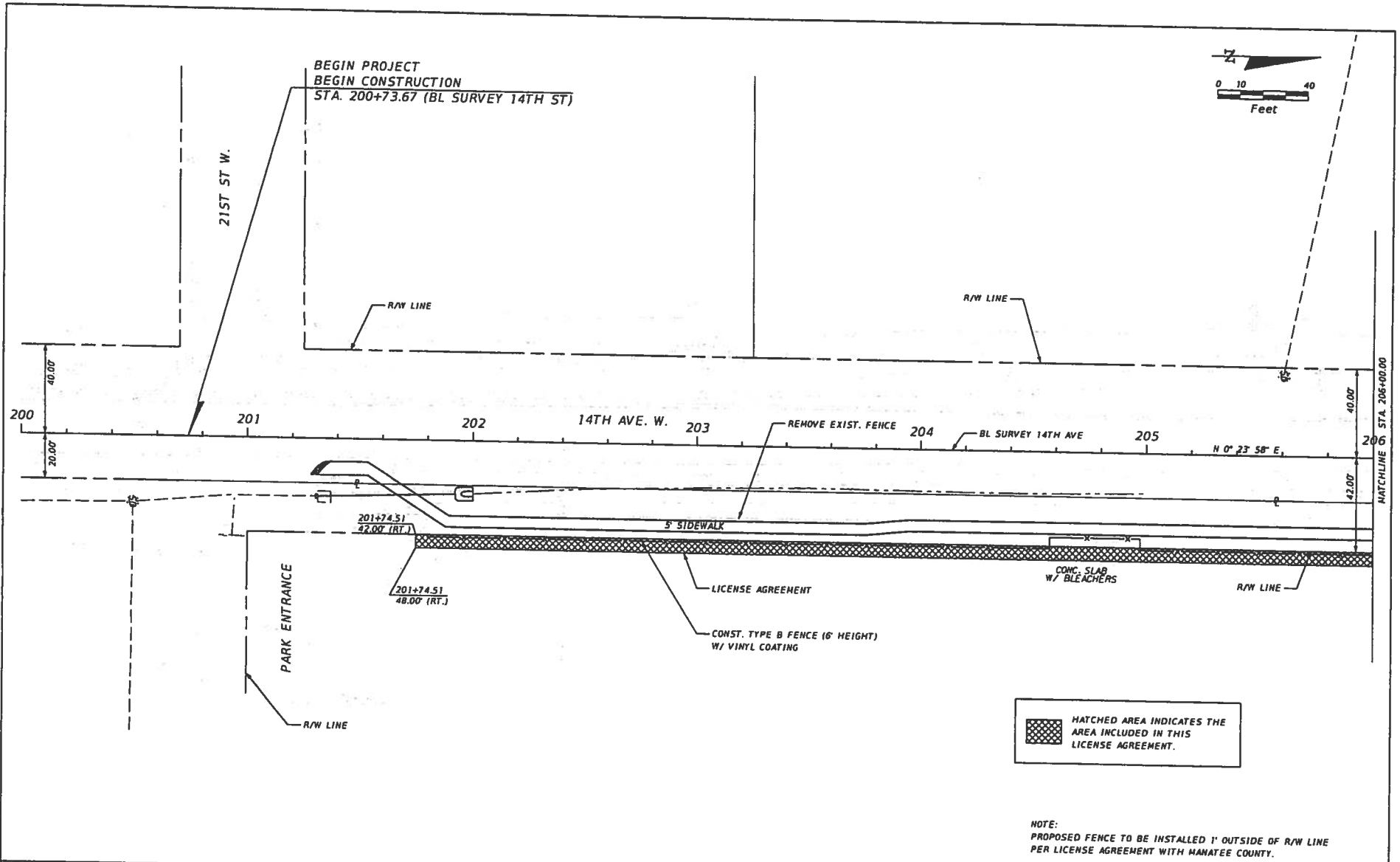
**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER OF MANATEE COUNTY

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



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITH A. JOHNSON, P.E.  
P.E. NO. 68623

PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 434, SUITE 309  
WINTER SPRINGS, FLORIDA 32708  
TEL. (407) 892-4180  
CERTIFICATE OF AUTHORIZATION NO. 27770

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	HANATEE	436983-1-52-01

EXHIBIT A

SHEET NO	1
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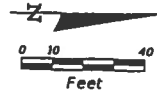
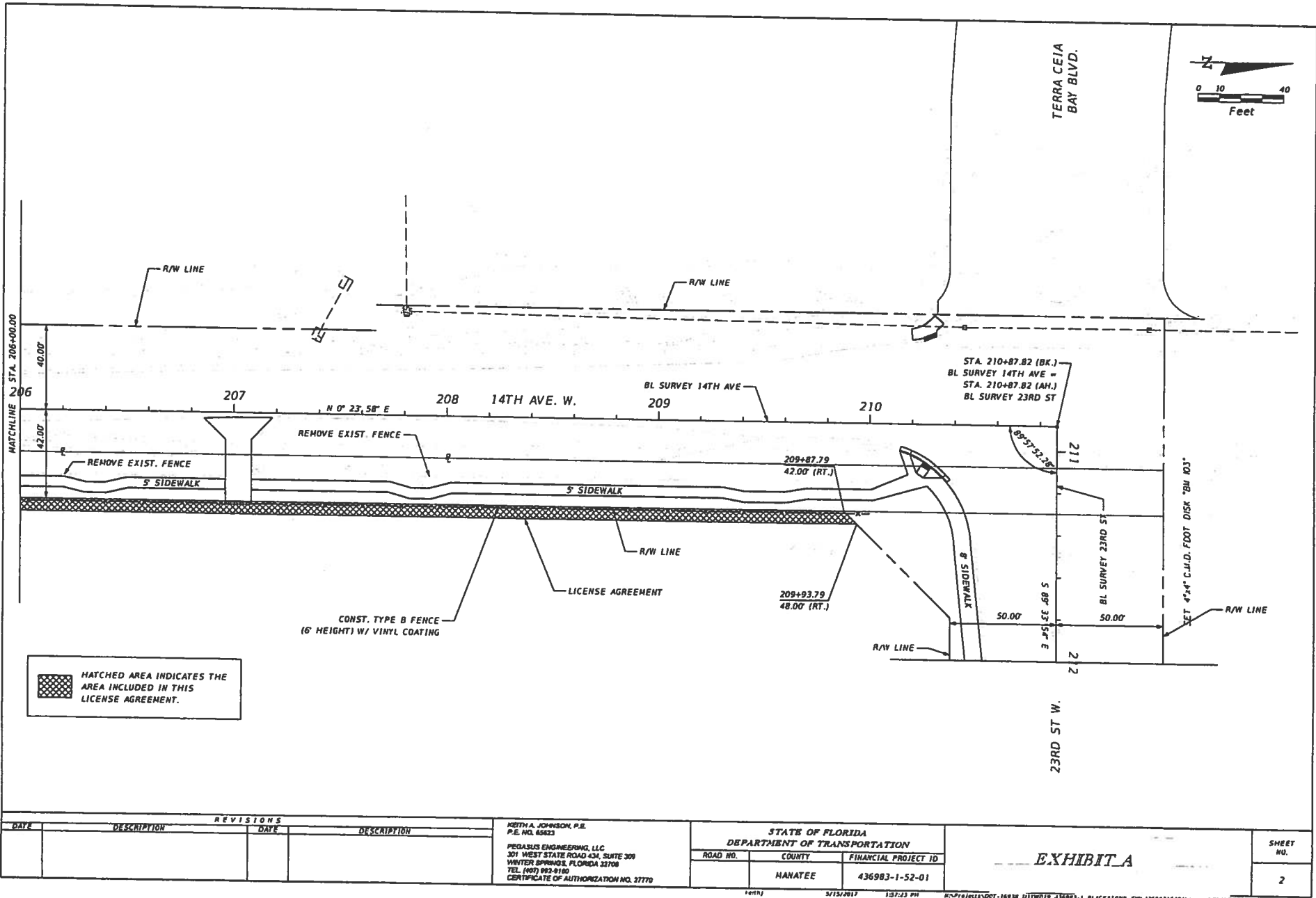


EXHIBIT "C"

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITH A. JOHNSON, P.E.  
 P.E. NO. 45823  
 PEGASUS ENGINEERING, LLC  
 301 WEST STATE ROAD 434, SUITE 309  
 WINTER SPRINGS, FLORIDA 32708  
 TEL. (407) 992-9100  
 CERTIFICATE OF AUTHORIZATION NO. 27770

STATE OF FLORIDA		
DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	HANATEE	436983-1-52-01

EXHIBIT A

SHEET NO.
2

**EXHIBIT "C"**

**RESOLUTION R-17-082**

**EXHIBIT C**

**MAINTENANCE AGREEMENT**

*Please see attached*

EXHIBIT "C"

FPID #436983-1-32/52-01  
POST-PROJECT MAINTENANCE AGREEMENT: Manatee County  
Page 1 of 3

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

**WITNESSETH**

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # **436983-1-32/52-01, FAP# 886-776-A** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. R-17-082, dated \_\_\_\_\_, a copy of which is attached and incorporated by reference as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for sidewalk construction at the following location:
  - Adjacent to Blackstone Park on the East side of 14<sup>th</sup> Avenue West starting at 21<sup>st</sup> Street West and then North to 23<sup>rd</sup> Street West and then continuing east along the South side of 23<sup>rd</sup> ST West to US 41 Business. The sidewalk will continue along the West side of US 41 Business for approximately 550 feet, tying into the existing sidewalk on US 41 Business.
2. As part of this project, the DEPARTMENT shall remove an existing vinyl coated chain link fence owned by Manatee County. The chain link fence will be removed from the City of Palmetto right of way which is (approximately 23 feet) from the edge of pavement. The DEPARTMENT will install a new six (6) foot tall chain link fence with black vinyl coating at an area just within Manatee County's property at approximately 34 feet from the edge of pavement of 14<sup>th</sup> Avenue West; as shown in **Exhibit B**, attached and incorporated by reference.
3. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said vinyl coated chain link fence.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

EXHIBIT "C"

FPID #436983-1-32/52-01  
POST-PROJECT MAINTENANCE AGREEMENT: Manatee County  
Page 2 of 3

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

\_\_\_\_\_  
Department to enter date.

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**LOCAL AGENCY:  
MANATEE COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

**BY: ITS BOARD OF COUNTY  
COMMISSIONERS**

BY \_\_\_\_\_  
CHAIRPERSON

**ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND  
COMPTROLLER**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DEPUTY CLERK

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DISTRICT ONE SECRETARY  
OR DESIGNEE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

\_\_\_\_\_

BY: \_\_\_\_\_

*EXHIBIT "C"*

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN FLORIDA DEPARTMENT OF TRANSPORTION AND MANATEE COUNTY**

**EXHIBIT B**

**NEW SIX (6) FOOT TALL CHAIN LINK FENCE WITH BLACK VINYL COATING AT AN  
AREA JUST WITHIN MANATEE COUNTY'S PROPERTY AT APPROXIMETLY 34 FEET  
FROM EDGE OF PAYMENT OF 14<sup>TH</sup> AVENUE WEST**

*Please see attached*







**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN FLORIDA DEPARTMENT OF TRANSPORTION AND MANATEE COUNTY**

**EXHIBIT B**

**NEW SIX (6) FOOT TALL CHAIN LINK FENCE WITH BLACK VINYL COATING AT AN  
AREA JUST WITHIN MANATEE COUNTY'S PROPERTY AT APPROXIMETLY 34 FEET  
FROM EDGE OF PAYMENT OF 14<sup>TH</sup> AVENUE WEST**

*Please see attached*

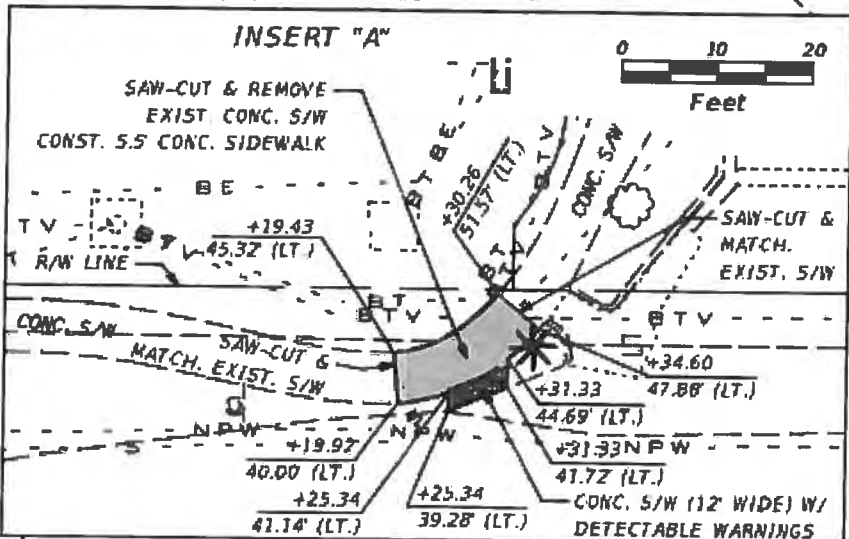
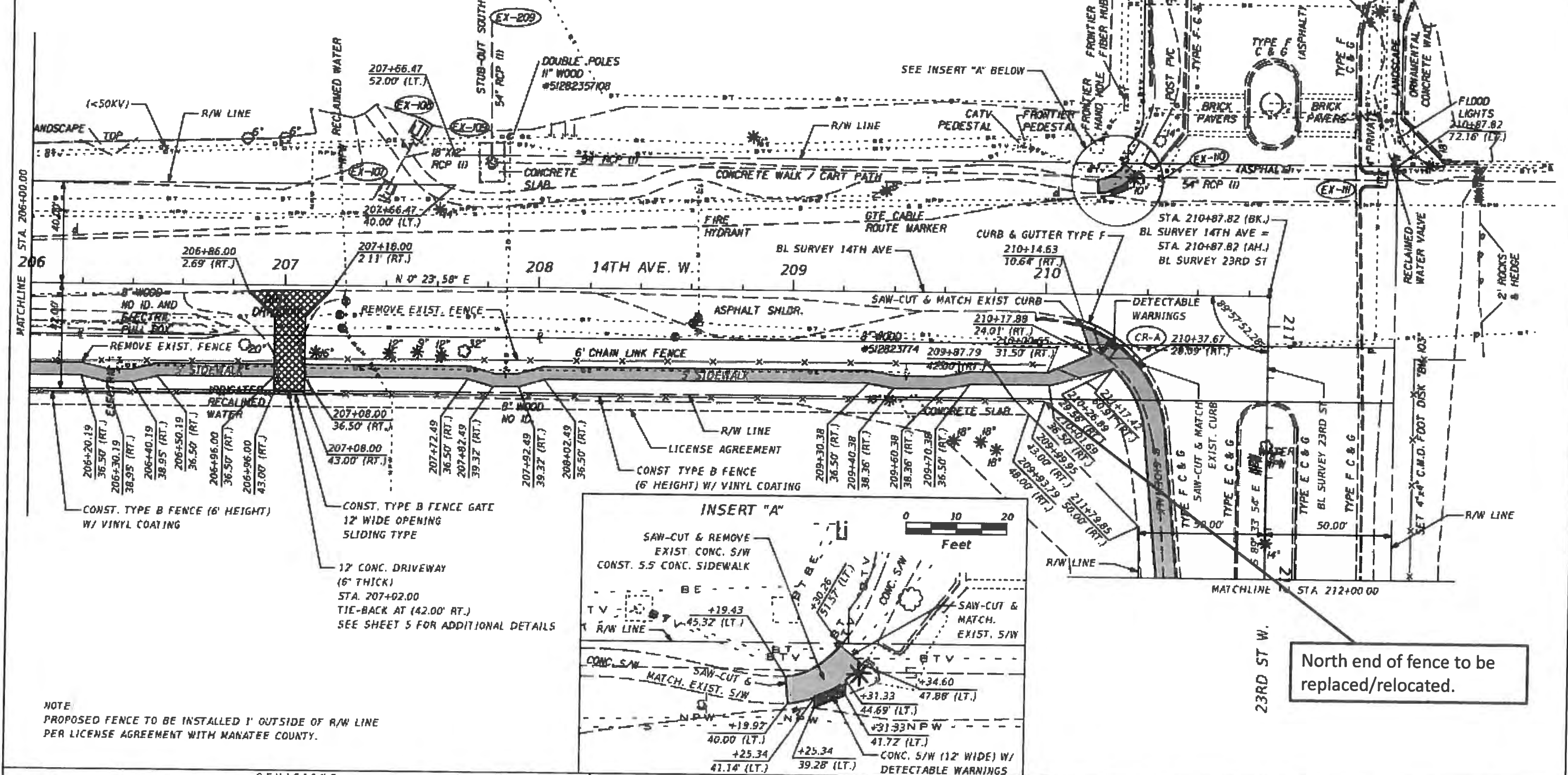
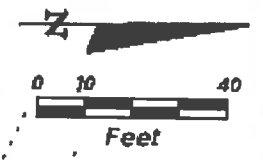


**LEGEND**

- CONCRETE SIDEWALK (4" THICK)
- CONCRETE DRIVEWAY (6" THICK)

- EX-107 MES INV. = 7.77
- EX-108 MES INV. = 7.83
- EX-209 STRAIGHT END WALL BEYOND TOPO LIMITS NOT LOCATED. ONLY PIPE INVERT OBTAINED. INV. = 0.85
- EX-109 STORM MANHOLE LID = 9.14 W. INV. = 0.91 N. INV. = 1.01 S. STUB-OUT = 3.81
- EX-M CATCH BASIN GRATE = 9.33 INV. = 2.08
- EX-NO CATCH BASIN GRATE = 9.14 INV. = 1.93

NOTE: BOTH CATCH BASINS DRAIN DIRECTLY INTO MAIN PIPE.



NOTE: PROPOSED FENCE TO BE INSTALLED 1' OUTSIDE OF R/W LINE PER LICENSE AGREEMENT WITH MANATEE COUNTY.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEITHA JOHNSON PE  
PE NO 88823

PEGASUS ENGINEERING, LLC  
301 WEST STATE ROAD 434, SUITE 900  
WINTER SPRINGS, FLORIDA 32708  
TEL: (407) 893-0100  
CERTIFICATE OF AUTHORIZATION NO. 27770

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MANATEE	436983-1-52-01

<b>ROADWAY PLAN (2)</b>		SHEET NO. 12
-------------------------	--	-----------------

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

09-LA.11

Date: August 23, 2017  
This instrument prepared under the direction of:  
Angela D. Tucker, Chief Counsel  
Post Office Box 1249  
City: Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 4369831  
PARCEL 900.1  
SECTION 13000-000  
STATE ROAD 45 (US 41)  
COUNTY Manatee

**LICENSE AGREEMENT**

This Agreement made the 18<sup>th</sup> day of September, 2017, between MANATEE COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

**HATCHED AREA ON ATTACHED EXHIBIT "A"**

The premises may be occupied and used by licensee solely for installation of a new six (6) foot tall chain link fence with black vinyl coating and for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than December 31, 2018.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

**By: its Board of County Commissioners**

By:   
Chairperson

Date: 9/18/2017

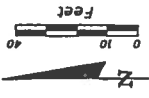
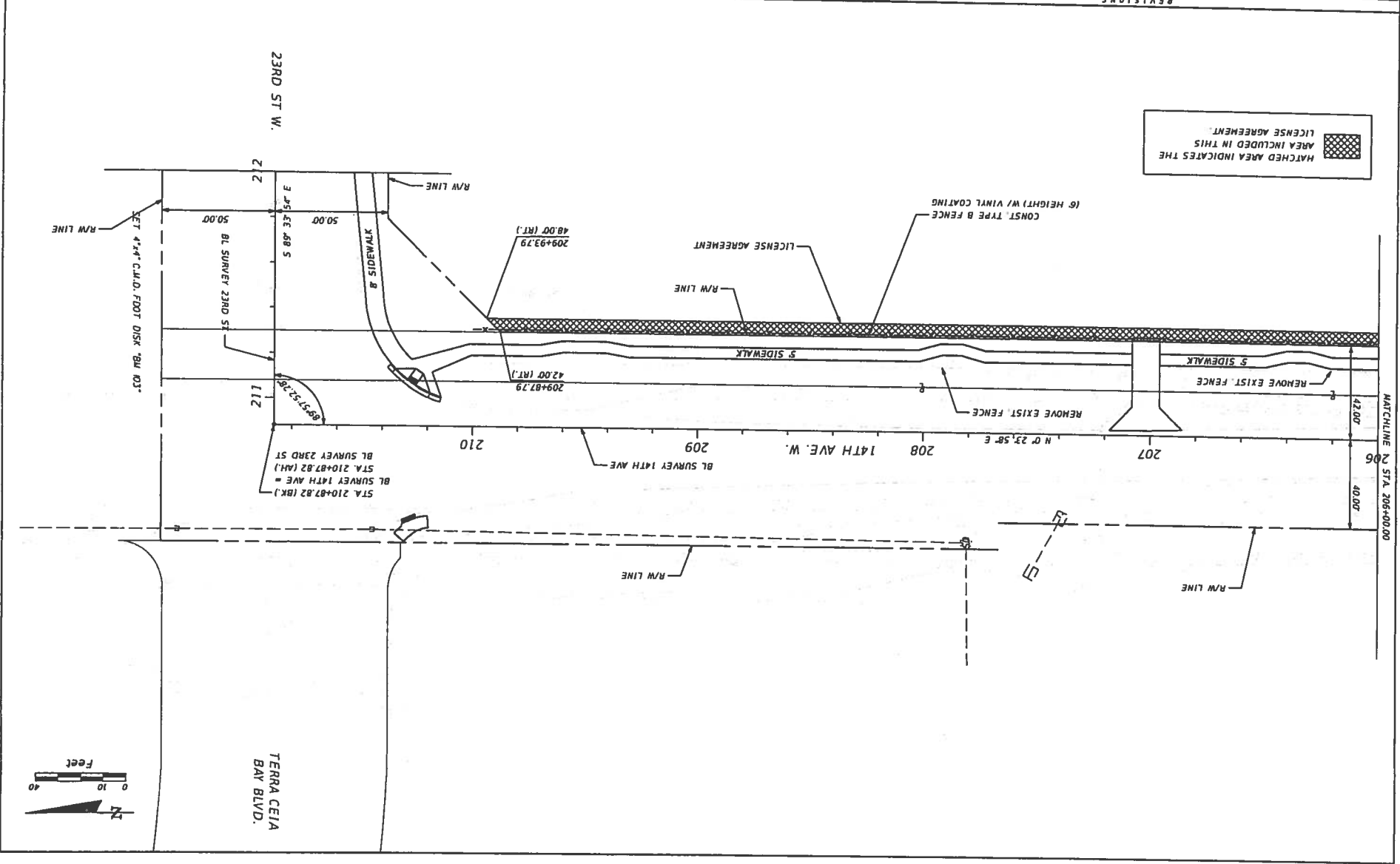


ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER OF MANATEE COUNTY

By:   
Deputy Clerk



DATE		DESCRIPTION		REVISIONS	
KETHA JOHNSON, P.E.		PE NO. 09623		Pegasus Engineering, LLC	
301 WEST STATE ROAD 404, SUITE 300		WINTER BROWNS, FLORIDA 32708		TEL. (904) 984-4140	
CERTIFICATE OF AUTHORIZATION NO. 27770		ROAD NO. HANATTEE			
FINANCIAL PROJECT ID 436983-1-52-01		COUNTY HANATTEE			
STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION			
SHEET NO.		EXHIBIT A			
2		12/23/07			



September 14, 2017 - Regular Meeting  
Agenda Item #26

Approved in Open Session 9/18/17,  
Manatee County  
Board of County Commissioners

Subject

State of Florida Department of Transportation (FDOT) Parcel 900.1 Blackstone Park: License and Post Project Maintenance Agreement

Briefings

None

Contact and/or Presenter Information

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Acquisition Division, Property Management, Extension 3439

Charles Meador, Real Property Specialist, Property Acquisition Division, Property Management, Extension 6289

Action Requested

- ADOPT Resolution R-17-082; and
- Execution of Transportation Off System Post Project Maintenance Agreement between the State of Florida Department of Transportation and Manatee County; and
- Execution of License Agreement between the State of Florida Department of Transportation and Manatee County.

Enabling/Regulating Authority

Florida Statutes Chapter 125, County Government.

Background Discussion

- FDOT is proposing construction of a new sidewalk near Blackstone Park. In order for FDOT to construct a new sidewalk, Manatee County must remove their existing fence.
- FDOT has proposed to remove the fence from its current location and install a brand new fence of the same size and type in an alternate location.
- Removal of the existing fence and installation of a new fence will be performed and paid by FDOT with the stipulation Manatee County agrees to maintain the new fence.
- Property Management Department has agreed to maintain the new fence.
- Public Works staff plans to coordinate with FDOT to resolve any utility conflicts.
- FDOT implemented the suggested redline changes by the County Attorney's Office (CAO) mentioned in the Request for Legal Services (RLS).



County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

D'Agostino

Instructions to Board Records

Please return two (2) original executed Post Project Maintenance Agreements, two (2) original executed License Agreements, and one (1) certified copy of the resolution to Charles Meador, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida.

**Distributed w/email instructions to return a fully-executed Post Project Maintenance Agmt signed by FDOT, 9/20/17, RT**

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [R-17-082.pdf](#)

Attachment: [Transportation Off System Post Project Maintenance Agreement.pdf](#)

Attachment: [License Agreement.pdf](#)

Attachment: [Response Memo to CAO Matter No. 2017-0429 dtd 8.09.17.pdf](#)

Attachment: [Location Map.pdf](#)



## OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY\*  
William E. Clague, Assistant County Attorney  
Sarah A. Schenk, Assistant County Attorney\*\*  
Christopher M. De Carlo, Assistant County Attorney  
Geoffrey K. Nichols, Assistant County Attorney  
Pamela J. D'Agostino, Assistant County Attorney  
Anne M. Morris, Assistant County Attorney  
Katharine M. Zamboni, Assistant County Attorney  
Alexandria C. Nicodemi, Assistant County Attorney

## MEMORANDUM

DATE: August 9, 2017

TO: Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department

THROUGH: Mitchell O. Palmer, County Attorney *MOP 8-10-17*

FROM: Pamela J. D'Agostino, Assistant County Attorney *PJD 8-9-2017*

RE: **FDOT Parcel 900.1: Blackstone Park – License and Post Project Maintenance Agreement; CAO Matter No. 2017-0429**

---

### Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review (1) a License Agreement, (2) a Resolution and (3) a Maintenance Agreement provided by the State of Florida Department of Transportation (FDOT).

### Brief Answer:

I have reviewed the three (3) documents. Attached are redlined versions of the License Agreement and the Maintenance Agreement with my recommended revisions and a revised Resolution. The decision to adopt this Resolution and execute these agreements is a business decision which the Board of County Commissioners of Manatee County, Florida (Board) has the authority to make.

\* Board Certified in Construction Law

\*\* Board Certified in City, County, & Local Government Law

Recommendation:

Staff should review the redlined versions of the agreements and revised Resolution and present all three (3) to the FDOT for consideration.

Discussion:

The FDOT is proposing constructing a sidewalk near Blackstone Park. The sidewalk would be along the west and north sides of the park and extend along 23rd Street West to U.S. 41 Business and then south to connect to the existing sidewalk. Currently, a six (6) foot tall chain link fence with black vinyl coating is constructed in one of the areas where FDOT intends to build the sidewalk (specifically, along 14th Street West). The fence is owned by Manatee County, but is apparently within property owned by the City of Palmetto. It is unknown when or how the fence came to be installed where it is, namely on land not owned by the County. In order for the FDOT to construct the sidewalk, Manatee County's fence must be removed. The FDOT has proposed to remove the fence from its current location and install a brand new fence of the same size and type on the adjacent Manatee County property known as Blackstone Park. Removal of the existing fence and installation of the new one will be performed by the FDOT at no cost to the County provided that the County agrees to maintain the new fence.

By executing the License Agreement, the County would be authorizing the FDOT to enter onto a six (6) foot wide and eight hundred and forty (840) foot long area owned by Manatee County which is located on the western side of Blackstone Park to install the new fence. By executing the Maintenance Agreement, the County would accept all responsibility to maintain this new fence post-construction by the FDOT. According to staff, the FDOT is in the process of completing a maintenance agreement with the City of Palmetto relative to the maintenance of the sidewalk post-construction. It is likely that the FDOT and the City of Palmetto will also be executing some form of License Agreement to allow the FDOT to enter the land where the existing fence is constructed to remove it.

My recommended revisions to the License Agreement and the Maintenance Agreement are self-explanatory. The Resolution provided by the FDOT only referenced the License Agreement. I have drafted an entirely new Resolution which approves and accepts the terms of both the License Agreement and the Maintenance Agreement and authorizes execution of both agreements.

According to this RLS, when Property Acquisition Division staff asked for feedback from select County departments relative to the proposed project by FDOT, Utilities staff urged that caution be exercised when the fence post holes are excavated as a private sewer main and a City water main appear to be in the same area. Public Works staff plans to coordinate with the FDOT to resolve any utility conflicts.

Conclusion:

I have reviewed the agreements and resolution and have provided staff with my recommended revisions and substitute Resolution which references both agreements. The decision to adopt this Resolution and execute these agreements is a business decision which the Board has the authority to make.

This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

Copies to:

Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator  
Charlie Bishop, Director, Property Management Department  
Charles Hunsicker, Director, Parks and Natural Resources Department  
Charles Meador, Real Property Specialist, Property Acquisition Division, Property Management Department  
Carmine Demilio, Parks Operations Manager, Property Management Department  
Dave Branning, Senior Engineering Technician, Public Works Department  
Robert Crowton, Utilities Services Coordinator, Utilities Department

09-LA.11

Date: May 22, 2017

This instrument prepared  
under the direction of:

Angela D. Tucker, Chief Counsel

Post Office Box 1249

City: Bartow, Florida 33831-1249

Department of Transportation

F.P. NO. 4369831

PARCEL 900.1

SECTION 13000-000

STATE ROAD 45 (US 41)

COUNTY Manatee

### LICENSE AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between MANATEE COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

HATCHED AREA ON  
ATTACHEDSEE  
EXHIBIT "A"

The premises may be occupied and used by licensee solely for installation of a new six (6) foot tall chain link fence with black vinyl coating and for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than [insert date i.e., "December 31, 2018"].

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

**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 OF MANATEE COUNTY

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

**RESOLUTION R-17-082**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING A LICENSE AGREEMENT AND A MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE EXECUTION OF THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation (hereinafter the FDOT) proposes to construct or improve a portion of State Road No. 45 (U.S. 41 Business) in Manatee County, Florida; and

**WHEREAS**, the FDOT is authorized to undertake a project identified as Financial Project # 436983-1-32/52-01, within Manatee County's geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to (1) construct a sidewalk adjacent to Blackstone Park on the east side of 14th Avenue West starting at 21st Street West and then north to 23rd Street West and then continuing east along the south side of 23rd Street West to U.S. 41 Business and then continuing along the west side of U.S. 41 Business for approximately five hundred and fifty feet tying into the existing sidewalk on U.S. 41 Business and (2) remove an existing chain link fence with black vinyl coating owned by Manatee County from the City of Palmetto right-of-way and install a new chain link fence with vinyl coating within the hatched area as depicted on attached Exhibit A, which land is owned by Manatee County; and

**WHEREAS**, for the FDOT to complete the project, it is necessary that certain lands now owned by Manatee County be used temporarily by the FDOT for the use and benefit of the FDOT; and

**WHEREAS**, the FDOT has made application to Manatee County to execute and deliver to the FDOT a License Agreement, attached as Exhibit B and incorporated by reference, in favor of the FDOT, for the purpose of removing the existing fence and installing a new fence onto Manatee County property to accommodate the proposed construction of a new sidewalk within the City of Palmetto right-of-way known as 14th Avenue West; and

**WHEREAS**, the FDOT has also made application to Manatee County to execute and deliver to the FDOT a Maintenance Agreement, attached as Exhibit C and incorporated by reference, wherein Manatee County would agree to be responsible for the maintenance of the new fence upon completion of the project; and

**WHEREAS**, Manatee County desires to have the sidewalk constructed, the existing fence removed and the new fence installed; and

**WHEREAS**, Manatee County is willing to maintain this new fence after installation by the FDOT; and

**WHEREAS**, it is in the best interests of Manatee County to approve and authorize these agreements to establish the mutual rights and obligations of Manatee County and the FDOT with respect to (1) the FDOT's use of the County's property, (2) the FDOT's removal of the existing fence and installation of a new fence and (3) the County's maintenance of the new fence post-construction pursuant to this project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
2. The Board hereby approves and accepts the agreements upon the terms as set forth in attached Exhibits B and C.
3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to execute said agreements.
4. This Resolution shall be effective immediately upon adoption.
5. A certified copy of this Resolution shall be forwarded forthwith to the State of Florida Department of Transportation at Bartow, Florida.

**DULY ADOPTED** with a quorum present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

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



**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and MANATEE COUNTY, a political subdivision of the State of Florida, (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

**WITNESSETH**

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # **436983-1-32/52-01, FAP# 886-776-A** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, a copy of which is attached and incorporated by reference as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute this Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for sidewalk construction at the following location:
  - Adjacent to Blackstone Park on the East side of 14<sup>th</sup> Avenue West starting at 21st Street West and then north to 23rd Street West and then continuing east along the South side of 23<sup>rd</sup> ST West to US 41 Business. The sidewalk will continue along the West side of US 41 Business for approximately 550 feet, tying into the existing sidewalk on US 41 Business.
2. As part of this project, the DEPARTMENT shall remove an existing vinyl coated chain link fence owned by Manatee County. The chain link fence will be removed from the City of Palmetto right of way which is (approximately 23 feet) from the edge of pavement. The DEPARTMENT will install a new six (6) foot tall chain link fence with black vinyl coating, and replaced at an area just within Manatee County's property at approximately 34 feet from the edge of pavement of 14<sup>th</sup> Avenue West; as shown in **Exhibit B**, attached and incorporated by reference.
3. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said vinyl coated chain link fence.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS  
INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

\_\_\_\_\_  
Department to enter date.

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**LOCAL AGENCY:**  
**MANATEE COUNTY, a political subdivision of the State of Florida**

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date:

**ATTEST: ANGELINA COLONNESO**  
**CLERK OF CIRCUIT COURT AND COMPTROLLER**

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

**MANATEE COUNTY, FLORIDA**

**ATTEST:**  
**ANGELINA COLONNESO**  
**CLERK OF CIRCUIT COURT AND**  
**COMPTROLLER**

**LOCAL AGENCY:**  
**MANATEE COUNTY, A POLITICAL-**  
**SUBDIVISON OF THE STATE OF FLORIDA**

**BY: ITS BOARD OF COUNTY**  
**COMMISSIONERS**

~~BY: \_\_\_\_\_~~  
~~DEPUTY CLERK~~

~~BY: \_\_\_\_\_~~  
~~CHAIRPERSON~~

~~PRINT NAME AND TITLE~~

~~PRINT NAME AND TITLE~~

~~DATE~~

~~DATE~~

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DISTRICT ONE SECRETARY  
OR DESIGNEE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

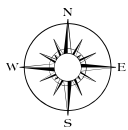
\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: \_\_\_\_\_



1 inch equals 500 feet

**FDOT - PARCEL 900.1  
14TH AVENUE WEST  
PALMETTO**

**District 1 - COMMISSIONER - PRISCILLA WHISENANT TRACE**

