CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR
RIGHT-OF-WAY IMPROVEMENTS
FOR
LEGACY PRESERVE, PHASES IIIA AND IIB/TRACT R-1 AND R-2

Legacy Preserve Drive and Browning Loop

MANATEE COUNTY, FLORIDA
LEGACY PRESERVE NEIGHBORHOOD HOMEOWNERS ASSOCIATION, INC.

THIS AGREEMENT (Agreement) is made and entered into by and between **LEGACY PRESERVE NEIGHBORHOOD HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (**Independent Contractor**), whose address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 and **MANATEE COUNTY**, a political subdivision of the State of Florida (**County**), whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the Independent Contractor desires to construct and/or to assume the maintenance responsibilities for improvements installed on the public right(s)-of-way of **TRACT R-1 AND R-2, LEGACY PRESERVE PHASES IIIA AND IIIB,** according to Plat Book 93, Pages 75 through 91, of the public records of Manatee County, Florida, such improvements to be constructed and maintained in substantial compliance with the Schedule of Improvements and Maintenance attached hereto as Exhibit A and made a part hereof, and hereinafter referred to as the "Improvements"; and

WHEREAS, the Independent Contractor will pay for the construction and/or maintenance of the Improvements; and

WHEREAS, the County agrees to allow the Improvements to be constructed within the County's right(s)-of-way as depicted on Exhibit B only if the Independent Contractor

will execute and deliver this Agreement relating to the maintenance thereof and providing that the Independent Contractor agrees to hold the County harmless; and

WHEREAS, the County and the Independent Contractor desire to enter into this Agreement in order to memorialize their rights and obligations with respect to the Improvements.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the Independent Contractor and County hereby agree as follows:

1. **Recitals**. The Recitals set forth above are true and correct and incorporated by reference as if fully set forth herein.

2. **Effective Date and Recordation**. This Agreement shall become effective on the date it is fully executed by all parties (the "**Effective Date**"). The Independent Contractor shall cause this Agreement to be recorded in the Official Records of Manatee County, Florida, at its sole expense, within ten (10) business days following full execution.

3. **Termination**. This Agreement shall commence on the Effective Date and continue until (i) terminated for cause in accordance with applicable law, or (ii) either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other party. Upon termination, Independent Contractor shall, at its sole cost and expense, remove some or all of the Improvements as directed by the County's Director of Public Works or their designee.

4. **Construction and Maintenance.** It is and shall continue to be the sole obligation of the Independent Contractor to construct and maintain the Improvements, including any and all traffic signs and sign supports, structures, associated lighting and irrigation facilities, landscaping, and other ancillary items, as depicted in the Exhibits hereto, for so long as the Parties desires to have such Improvements remain upon the County's right-of-way. In connection therewith, the Independent Contractor shall maintain the Improvements in a neat and attractive condition and good repair at its sole cost and

expense. Improvements to be maintained by the Independent Contractor as agreed upon through this Agreement include the following (check all which apply):

	Monument Signs/Structures	X	Traffic Signs (Decorative)
X	Irrigation	X	Street Lighting (Decorative)
X	Trees to include trimming		Painted Traffic Structures
X	Landscape/Monument Lighting		Dry Retention Pond Plants
X	Landscaping shrubs/plants		Wet Retention Pond Plants
X	Sidewalk to include cleaning		
X	Sod to include mowing		

All Improvements shall be constructed and maintained in accordance with all applicable standards and Independent Contractor shall ensure all requirements have been met, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, the County's Highway and Traffic Standards Manual, any approved general development plan, preliminary or final site plan, or right-of-way use permit, and all conditions or stipulations thereto (collectively, "County Standards").

5. Limitation of Rights; Assumption of Risk. The Independent Contractor understands and agrees that the rights and privileges granted in this Agreement are limited by the County's rights, title and interest in the right-of-way to be entered upon and used by the Independent Contractor. For the purpose of neighborhood enhancement, the Independent Contractor has induced the County to enter into this Agreement to allow the Independent Contractor, on its own behalf and not as a service to the County, to install and maintain Improvements over and above those customarily installed or maintained by the County. Accordingly, the Independent Contractor will at all times assume all risk of and indemnify, defend, and hold harmless the County, its officials, its employees and its agents from and against any loss, damage, cost, expense, claim, suit or judgment arising in any manner on account of the exercise or attempted exercise by the Independent Contractor of the aforesaid rights and privileges in accordance with Section 11, hereof.

6. **Utilities Located in Rights-of-Way.** Prior to any excavation, the Independent Contractor shall comply with the one-call notification procedures in accordance with Section 556.105, Florida Statutes. Further, the Independent Contractor agrees that it shall confirm with the County the location of all known existing utilities, both aerial and underground. The Independent Contractor further agrees that construction and/or maintenance of the Improvements, landscaping and/or irrigation system and other improvements within the right-of-way shall not interfere with any existing facilities and underground utilities.

7. **Removal or Relocation.** The County's Director of Public Works or their designee may require, upon a minimum thirty (30) days' written notice to the Independent Contractor, that the Independent Contractor perform maintenance, repair, relocation or removal of the Improvements for good cause. Upon receipt of such notice, the Independent Contractor shall take or cause the necessary corrective actions within such reasonable time as may be specified in such notice. After expiration of such reasonable time, but no sooner than thirty (30) days, if the Independent Contractor fails to take the necessary corrective actions, the County may cause the maintenance, repair, relocation, or removal of the Improvements in such a manner as the County, in its sole discretion, deems appropriate and at the expense of the Independent Contractor, invoice the Independent Contractor accordingly with remittance to the County within twenty (20) days upon receipt of invoice.

8. **Reservation of Right; Public Safety.** The County specifically reserves the right to take such action as it deems necessary, in its sole discretion, and without notice to Independent Contractor in order to protect the public from unsafe conditions that may arise in any manner on account of the construction and/or maintenance of the Improvements by the Independent Contractor.

9. **Permits Required.** Independent Contractor acknowledges and agrees that no permitting approval is given hereby for the Improvements. No Improvements shall be placed in the right-of-way unless and until all proper authorizations have been obtained and all applicable County Standards have been met.

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

11. Indemnification. Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, in the performance of this Agreement.

12. Insurance. Independent Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Independent Contractor, his or her agents, representatives, employees, or sub-contractors.

12.1. Commercial General Liability. Coverage must be afforded under a per occurrence policy form for limits not less than $1,000,000 Each Occurrence, $2,000,000 General Aggregate, $1,000,000 Products/Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $50,000 Fire Damage Liability, $10,000 Medical Expense, and $1,000,000 Third Party Property Damage.

12.2. Automobile Liability. Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each accident. In lieu of the Combined Single Limit, coverage can be split into individual limits of $500,000 Bodily Injury and $500,000

Property Damage. Coverage must also include $10,000 Personal Injury Protection (No Fault), $500,000 Hired-Non-Owned Liability and $10,000 Medical Payments.

12.3. Workers' Compensation and Employers' Liability. Statutory coverage to apply for all employees in compliance with the laws and statutes of the State of Florida, and Federal government.

12.3.1. Employers' Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

12.3.2. Should the Independent Contractor have "leased" employees, the Independent Contractor or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.

12.3.3. Should the Independent Contractor have sub-contractors, the Independent Contractor is responsible for providing evidence of a Workers' Compensation policy and an Employers' Liability policy for all sub-contractors on the worksite and in compliance with the above requirements.

12.4. Installation Floater Insurance. Coverage shall be afforded under a per occurrence policy form, policy for limits not less than 100% of the completed value of such addition(s), building(s), or structure(s).

12.5. Railroad Liability Insurance. When performing work around any right-of-way or intersection with or near railroad tracks, Railroad Liability insurance must be afforded for limits not less $1,000,000 each occurrence and $2,000,0000 aggregate per location. This policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida," "CSX Railroad," and "Florida Power & Light" as additional named insureds.

The policies are to contain, or be endorsed to contain, the following provisions:

12.6. Commercial General Liability, Automobile Liability, Installation Floater, and Railroad Liability Coverages:

12.6.1. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Named Insured in respects to:

Liability arising out of activities performed by or on behalf of the Independent Contractor, their agents, representatives, employees, and sub-contractors. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.

The Independent Contractor shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as additional named insured; or, (2) an endorsement can be issued that states that all certificate holders are additional named insured with respects to the policy.

12.6.2. The Independent Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Independent Contractor's insurance and shall be non-contributory.

12.6.3. The insurance policies must be on an occurrence form.

12.7. Workers' Compensation and Employers' Liability Coverages. The Independent Contractor shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by the Independent Contractor for the County.

12.8. General insurance provisions applicable to all policies:

12.8.1. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, Independent Contractor shall furnish the County with Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or agreement number, and name or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an additional named insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County's Risk Manager or designee, Independent Contractor will provide the County with a certified copy of applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Manager
Post Office Box 1000, Bradenton, FL 34205

12.8.2. The corresponding contract or agreement number and list of roadways and intersections, as applicable, and name shall be listed on each certificate.

12.8.3. Independent Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.

12.8.4. Independent Contractor agrees that should at any time Independent Contractor fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Agreement.

12.8.5. The Independent Contractor waives all subrogation rights against the County for all losses or damages which occur during the

Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not.

12.8.6. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded.

12.8.7. The Independent Contractor has sole responsibility for all insurance premiums and policy deductibles.

12.8.8. It is the Independent Contractor's responsibility to ensure that his or her agents, representatives, and sub-contractors comply with the insurance requirements set forth herein. Independent Contractor shall include his or her agents, representatives, and sub-contractors working in accordance with this Agreement as insured under its policies, or Independent Contractor shall furnish separate certificates and endorsements for each agent, representative, and sub-contractor working in accordance with this Agreement. All coverages for agents, representatives, and sub-contractors shall be subject to all of the requirements set forth.

12.8.9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better.

12.9. Independent Contractor understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

12.10. Independent Contractor understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's

failure to request evidence of this insurance coverage shall not be construed as a waiver of Independent Contractor's obligation to provide and maintain the insurance coverage specified.

13. Amendments. This Agreement may be amended only pursuant to an instrument in writing jointly executed by the Parties hereto and duly authorized and approved by the Board of County Commissioners (Board) and by the Independent Contractor. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing and signed by the party who possesses the right to waive enforcement with an express and specific statement of the intent of such governing body or officer to provide such waiver.

14. Assignments. The Parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other Party.

15. Validity. After consultation with their respective legal counsel, the County and Independent Contractor each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement and acknowledges the validity and enforceability of this Agreement. Independent Contractor and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

16. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the

Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. The County's obligation to reimburse funds to the Independent Contractor is subject to the appropriation of legally available funds by the Board.

17. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion, epidemic, flood, insurrection, pandemic, sinkhole or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform (Force Majeure Event). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement. Any delay in the Independent Contractor's performance of its obligations herein which is directly attributable to delays in the County's design, engineering and permitting obligations herein shall likewise constitute a Force Majeure Event.

18. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

19. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

20. Severability. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or

unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

21. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

22. Full Agreement. This Agreement 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 understandings concerning the subject matter of this Agreement that are not contained herein. The Agreement supersedes all prior negotiations, understandings, or representations, both written and oral, applicable to the matters contained herein. The Parties are not bound by any terms, conditions, statements, warranties or representations, written or oral not contained herein.

23. No Development Rights Conferred. The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall: (i) create any development rights in favor of the Independent Contractor; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

24. Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to the County:
Manatee County Government
Attention: County Administrator
Post Office Box 1000
Bradenton, Florida 34206

With copies to:
Manatee County Government
Attention: Public Works Director
1022 26th Avenue East
Bradenton, Florida 34208

And

Manatee County Government
Attention: County Attorney
Post Office Box 1000
Bradenton, Florida 34206

If to Independent Contractor:
Legacy Preserve Neighborhood
Homeowners Association, Inc.
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637
Attn: Candice Bain, President

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

25. Legal Fees and Costs. Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution

proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Agreement.

26. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no right or cause for action shall accrue to or by reason hereof, or for the benefit of any third party not a party hereto.

27. Public Records. Notwithstanding any other provision of the Agreement, the County will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes, or Florida law. This provision shall survive the termination or expiration of the Agreement. Pursuant to Section 119.0701, Florida Statutes, to the extent Independent Contractor is performing services on behalf of the County, Independent Contractor shall:

27.1. Keep and maintain public records that would ordinarily be required by the County to perform the services.

27.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

27.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Independent Contractor does not transfer the records to the County.

27.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Independent Contractor or keep and maintain public records required by the County to perform the service. If Independent Contractor transfers all public records to the County upon completion of the Agreement, Independent Contractor shall destroy any duplicate public records that

are exempt or confidential and exempt from public records disclosure requirements. If Independent Contractor keeps and maintains public records upon completion of the Agreement, Independent Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INDEPENDENT CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE TERMS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206

28. E-Verify. Independent Contractor and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Agreement, Independent Contractor certifies that, if applicable and required by law, Independent Contractor and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. This article serves as notice to the Independent Contractor regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Agreement if it has a good faith belief that the Independent Contractor has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Independent Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

29. Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically incorporated and made a part of this Agreement. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit A	**Schedule of Improvements and Maintenance**
Exhibit B	**Rights-of-Way**

30. Authorization. Each party represents to the other that such party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement were properly completed, and that the persons who execute this Agreement on behalf of each party are authorized and empowered to execute said Agreement.

31. Time is of the Essence. Time is of the essence with regard to all dates set forth in this Agreement. The term "day" as used herein shall in all cases mean a consecutive twenty-four (24) hour day running from midnight to midnight (also known as a calendar day).

32. Default. In the event a party defaults under this Agreement, the non-defaulting party shall allow the defaulting party to cure the default within thirty (30) days from the non-defaulting party's written notice of default. If the defaulting party does not cure the default within such time, the non-defaulting party may terminate this Agreement upon sixty (60) days' written notice to the other party.

33. Anti-Human Trafficking. Independent Contractor shall provide the County with a sworn affidavit signed by an officer or a representative of Independent Contractor under penalty of perjury attesting that Independent Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

34. Non-Discrimination. Independent Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the

performance of the Agreement on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, are required to be included in the Agreement by Section 287.134(3)(a), Florida Statutes:

> An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Independent Contractor warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under the Agreement, Independent Contractor agrees to include this provision in all subcontracts issued as a result of the Agreement.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized on the respective dates below.

INDEPENDENT CONTRACTOR:

LEGACY PRESERVE NEIGHBORHOOD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Candice Bain

Name: Candice Bain

Its: President

Date: 5-8-26

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 8 day of May, 2026, by Candice Bain, the President, on behalf of Legacy Preserve Neighborhood Homeowners Association, Inc., a Florida not-for-profit. He/she is personally known to me or has produced _____, as identification.

Diana Jamie Tedder

Notary Public

Diana Jamie Tedder
Comm.: HH 586842
Expires: Aug. 26, 2028
Notary Public - State of Florida

Print Name: _____

My Commission Expires: _____

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson 10/20/26

MANATEE COUNTY FLORIDA

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT A

Schedule of Improvements and Maintenance

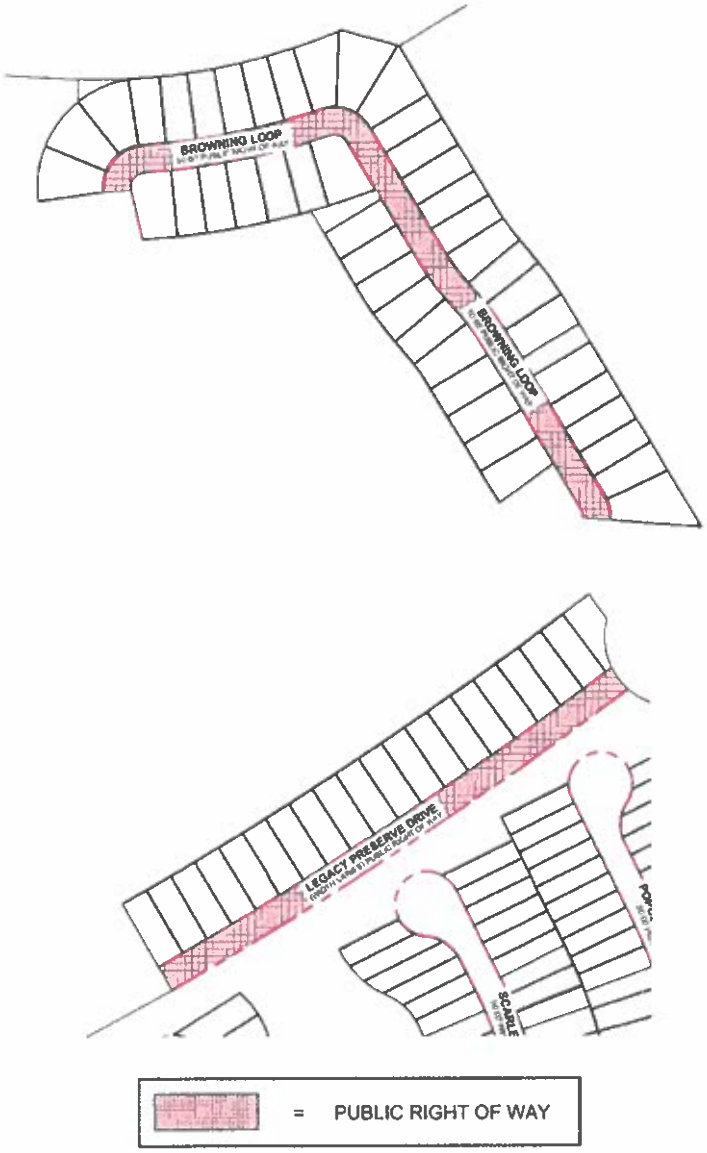
The below items, if and where installed in the LEGACY PRESERVE, PHASES IIIA AND IIIB/Tract R-1 and R-2, Legacy Preserve Drive and Browning Loop rights-of-way in connection with the Legacy Preserve, Phases IIIA and IIIB, subdivision, shall be maintained by the Independent Contractor as provided for in this Agreement.

- **Irrigation**
- **Tress to include trimming**
- **Landscape/Monument Lighting**
- **Landscaping shrubs/plants**
- **Sidewalk to include cleaning**
- **Sod to include mowing**
- **Traffic signs (decorative)**
- **Street lighting (decorative)**

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EXHIBIT B

Rights-of-Way



Approved in Open Session 10/20/26
Manatee County
Board of County Commissioners

October 20, 2026 -Regular Meeting

Subject
Execution of a Construction and Maintenance Agreement with Legacy Preserve Neighborhood Homeowners Association, Inc. for Right-of-Way Improvements for Legacy Preserve, Phases IIIA and IIIB (Tracts R-1 and R2), Scott May, P.E., County Engineer – District 1

Category
CONSENT AGENDA

Briefings
None

Contact and/or Presenter Information
Scott May, P.E. - County Engineer, Public Works Department, Ext. 7650

Action Requested
Execute the Construction and Maintenance Agreement with Legacy Preserve Neighborhood Homeowners Association, Inc. for Legacy Preserve, Phases IIIA and IIIB (Tracts R-1 and R2)

Enabling/Regulating Authority
Section 125.01(1)(m), Florida Statutes, County Government

Applicable Advisory Board
N/A

Background Discussion
• Legacy Preserve Neighborhood Homeowners Association, Inc., the Independent Contractor, desires to construct and/or to assume the maintenance responsibilities for improvements installed on the public right(s)-of-way of Legacy Preserve Drive and Browning Loop as part of Legacy Preserve, Phases IIIA and IIIB. Improvements include the following:

• Irrigation
• Trees to include trimming
• Landscape/Monument Lighting
• Landscaping shrubs/plants
• Sidewalk to include cleaning
• Sod to include mowing
• Traffic Signs (Decorative)

- Street Lighting (Decorative)

• The Independent Contractor will pay for the construction and/or maintenance of the improvements within the referenced public right(s)-of-way.

• The County agrees to allow the improvements to be constructed within the County's right(s)-of-way only if the Independent Contractor will execute and deliver this Construction and Maintenance agreement relating to the maintenance and that the Independent Contractor agrees to hold the County harmless.

• The County and the Independent Contractor desire to enter into this Agreement to memorialize their rights and obligations with respect to the construction and maintenance of the mentioned improvements.

• This Construction and Maintenance Agreement uses the standard form previously reviewed and approved by the County's Attorney's Office. County staff finds the terms acceptable.

Attorney Review
Not Reviewed (Utilizes exact document or procedure approved within the last 24 months)

Instructions to Board Records
Please forward the cost of recording to CBain@brookfieldkolter.com for payment.

Return one executed hard copy to Public Works Department, attention Brent Stufflebeam, via interoffice mail.

Please send copy of approved agenda item to the following:

• scott.may@mymanatee.org
• myra.prater@mymanatee.org
• Matt.Merucci@mymanatee.org
• stephen.siirtola@mymanatee.org
• brent.stufflebeam@mymanatee.org
• nicole.bezdek@mymanatee.org
• CBain@brookfieldkolter.com

Distributed 10/22/26, RT

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared CANDICE BAIN who was sworn and says that the following information is true and correct:

1. I am the President of Legacy Preserve Neighborhood Homeowners Association, Inc. I have been authorized by the Entity to provide and execute this affidavit.

2. I am over eighteen years of age and the following information is given from my own personal knowledge.

3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

CANDICE BAIN

Candice Bain

Signature

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this 8 day of May, 2026, by CANDICE BAIN, who

☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

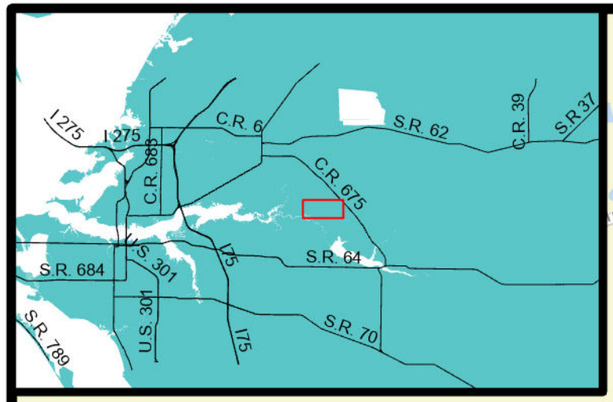
Diana Jamie Tedder

Signature of Notary Public

My Commission Expires: August 26 2028

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Diana Jamie Tedder
Comm.: HH 586842
Expires: Aug. 26, 2028
Notary Public - State of Florida



Legend

— Subject Right-of-Way Roads

This map was developed by Manatee County Public Works Department, Infrastructure Planning Division. It is provided for general reference and is not warranted in any way. Errors from non-coincidence of features from different sources may exists. The Manatee County BOCC shall be held harmless for inappropriate or unintended uses of the information.

N W E S

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR RIGHT-OF-WAY IMPROVEMENTS FOR LEGACY PRESERVE PHASES IIIA AND IIIB (TRACTS R-1 AND R-2)

LEGACY PRESERVE NEIGHBORHOOD HOMEOWNERS ASSOCIATION, INC.

PARRISH, FL 34219

DISTRICT 1 - VACANT

Manatee County FLORIDA