THIS INSTRUMENT PREPARED BY:
Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Cortez Bridge Replacement
PID NO: 7618500057, 7608000159, a portion of 7621700059, & 7618700109

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") is made and entered into by **MANATEE COUNTY**, a political subdivision of the State of Florida, **("Licensor" or "County")** whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and, **SEMA CONSTRUCTION, INC.**, a Colorado corporation, authorized to do business in the State of Florida ("**Licensee**") whose mailing address is 7353 South Eagle Street, Centennial, Colorado 80112. Licensor and Licensee are sometimes collectively referred to herein as "**Parties**" and individually as "**Party**".

WHEREAS, Licensor is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in that certain Warranty Deed, recorded on January 3, 2025, in Official Records Instrument Number 202541000588, of the Public Records of Manatee County, Florida ("**Property**"); and

WHEREAS, Licensee has requested permission from the County to enter upon portions of the Property for specified limited purposes of conducting certain activities, including using portions of the Property for material staging and a field office location for the construction of the new Florida Department of Transportation State Road 684 Bridge Replacement Project ("**Project**"); and

WHEREAS, County entered into a Utility Work Schedule with the Florida Department of Transportation ("**FDOT**") associated with the Project, which contemplated completion of certain County utility relocation work ("**Relocation Work**") prior to commencement of FDOT construction; and

WHEREAS, completion of the Relocation Work has extended beyond the schedule contemplated by the Utility Work Schedule and has affected commencement of portions of Licensee's work on the Project; and

WHEREAS, Licensee and FDOT have taken actions to mitigate schedule impacts

associated with the Relocation Work, including adjustments to the Acquisition/Flexible Time provided under Licensee's contract with FDOT; and

WHEREAS, the County desires to license certain portions of the Property to Licensee in exchange for Licensee performing certain improvements within the Property, absorbing certain delay-related costs, and waiving and releasing the County from certain claims as hereinafter described; and

WHEREAS, as additional consideration for the license granted herein, Licensee has agreed to absorb, waive, and release certain delay-related costs associated with the County utility relocation work through October 15, 2026, subject to the terms provided herein; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, (Board) has determined that granting the requested license pursuant to the terms outlined herein is in the best interests of the County, its citizens, taxpayers, and business community; and

WHEREAS, Licensor desires to grant to Licensee the permission to enter onto the specified portions of the Property for the purposes herein described; and

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **EFFECTIVE DATE**: For purposes of this Agreement, the **Effective Date** shall be the date upon which the Agreement is executed by both Parties.

3. **EXHIBITS**: The exhibits attached, incorporated, and made a part of this Agreement are as follows:

Exhibit A, a location map of the area to be licensed hatched in purple ("Licensed Area");
Exhibit B, a location map of the area to park, store, and fuel the County's ferry boats hatched in blue;
Exhibit C, a location map of the area where a house is to be removed hatched in red;

Exhibit D, Insurance Coverage Requirements
Exhibit E, Anti-Human Trafficking Affidavit.

In the event of a conflict between the terms and conditions provided in the body of this Agreement and the Exhibit(s), the provisions contained within the body of this Agreement shall prevail unless the term or provision in the exhibit specifically states that it shall prevail.

4. **GRANT OF LICENSE**: Licensor hereby grants to Licensee, its employees, agents, invitees, consultants, contractors and subcontractors the non-exclusive right to enter onto the Licensed Area for the purposes of 1) staging and storage of materials, 2) other construction related needs, and 3) upon written approval of Licensor, not to be unreasonably withheld, all other purposes reasonably related to accomplishing the same, all at Licensee's sole cost and expense. Notwithstanding the license granted herein, Licensee's use of the Licensed Area shall not interfere with, impede, or otherwise adversely affect Licensor's use of any portion of the blue hatched area in Exhibit B for the parking, storage, servicing, fueling, operation, or maintenance of Licensor's ferry vessels.

5. **TERM**: The term of this Agreement and the license herein granted shall commence on the Effective Date and automatically expire, without further notice or action by either Party, at 11:59 p.m. on the date that is forty-eight (48) months after the Effective Date, unless earlier terminated by the Licensor pursuant to this Agreement or extended as a result of a Force Majeure Event as provided herein. Notwithstanding the foregoing, Licensor may (a) terminate this Agreement and the license herein granted for any reason upon one hundred twenty (120) days' prior written notice to Licensee and (b) immediately suspend or terminate this Agreement or the license herein granted upon written notice if the County determines that such action is necessary to protect public health, safety, welfare, County operations, or County property, or in the event of a breach of this Agreement by Licensee. Upon termination, Licensee shall immediately cease all activities and vacate the Property.

6. **CONSIDERATION FOR LICENSE**: In consideration for the license granted herein, the Licensee shall: (a) within one hundred twenty (120) days after the Effective Date, construct, at Licensee's sole cost and expense, an area to park, store, and fuel the County's ferry boats within the area hatched in blue as depicted in Exhibit B; (b) within one hundred twenty (120) days after the Effective Date, remove, at Licensee's sole cost and expense, the existing house located at 4327 127th Street West, Cortez, Florida 34215-2507, together with all related structures, utilities, and improvements within the area hatched in red, as depicted in Exhibit C; and (c) irrevocably waive, release, relinquish, and absorb without reimbursement or additional compensation from the

County, any and all claims, demands, causes of action, costs, expenses, damages, losses, liabilities, or other amounts of any kind arising out of, resulting from, or attributable to any delay in, or impact on, Licensee's work, performance, cost, or obligations caused by or relating to the Relocation Work associated with the Project, arising out of or relating to any event, circumstance, delay, impact or condition occurring or existing on or before October 15, 2026, whether such costs, claims, damages or other amounts are known or unknown, anticipated or unanticipated, accrued or unaccrued, or asserted before or after October 15, 2026. Licensee further agrees that it shall not seek, and hereby expressly waives any right to seek, from the County any extension of time, additional compensation, reimbursement, damages, or other relief arising from or attributable to the Relocation Work or any event, circumstance, delay, impact, or condition occurring or existing on or before October 15, 2026.

Licensee shall not submit, sponsor, pass through, assign, or otherwise seek recovery from the County, either directly or indirectly through FDOT or any other third party, of any claim, cost, damage or other amount waived and released pursuant to this Agreement.

7. **NO ADMISSION; PRESERVATION OF RIGHTS**: Nothing in this Agreement shall be construed as an admission by the County of liability, responsibility, fault, entitlement, causation, or the validity or amount of any claim, cost, loss, damage, or other amount arising out of or relating to the Relocation Work. Except for the waiver, release, and other obligations expressly provided herein with respect to any claim, cost, damage, loss, or other amount arising out of or relating to any event, circumstance, delay, impact, or condition occurring or existing on or before October 15, 2026, nothing in this Agreement shall be construed to establish, expand, diminish, waive, release, or otherwise determine any right, claim, remedy, or obligation of either Party arising from any event, circumstance, delay, impact, or condition occurring or existing after October 15, 2026. The Parties' respective rights and obligations with respect to any such matters occurring or existing after October 15, 2026, shall remain unaffected by this Agreement.

8. **ASSIGNABILITY**: The Parties may not assign this Agreement, or any right or obligation under this Agreement, without the prior written consent of the other Party. The license granted herein is personal to Licensee and may not be assigned or transferred without prior written consent of the Licensor.

9. **AMENDMENTS**: This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by an instrument in writing executed by the Parties hereto. All amendments are subject to acceptance and approval by the Board.

10. **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.

11. **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 have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute this Agreement.

12. **BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

13. **COOPERATION**: Upon Licensee's written request, Licensor shall reasonably cooperate with Licensee and Licensee's representatives in connection with Licensee's efforts to obtain permits and approvals necessary to perform its obligations under this Agreement. Such cooperation shall be limited to executing applications, authorizations, consents, or other documents that the Licensor, in its reasonable discretion, determines are appropriate solely to evidence the Licensee's right to perform the activities authorized or required pursuant to this Agreement. Nothing herein shall require the Licensor to incur any cost or expense, assume any liability or obligation, make any representation or warranty, waive any right, or endorse or support any permit application or proposed improvements. Any authorization for the Licensee to act on the Licensor's behalf shall be limited solely to the specific approval or permit for which such authorization is expressly granted in writing by the Licensor and shall not create a general agency relationship or authorize the Licensee to bind the Licensor in any respect.

14. **ENTIRE AGREEMENT**: This Agreement and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the license of the Licensed Area and other obligations of the Parties and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

15. **GOVERNING LAW; VENUE**: The Agreement is governed by Florida law.

The venue for any dispute regarding this Agreement, if in state court, shall be exclusively in Manatee County, Florida, and, if in federal court, shall be in the Middle District of Florida, Tampa Division.

16. **PUBLIC RECORDS**: Notwithstanding any other provision of this 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. This provision shall survive the termination or expiration of the Agreement.

Pursuant to Section 119.0701, Florida Statutes, to the extent Licensee is performing services on behalf of the County, Licensee shall:

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

B. 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.

C. 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 Licensee does not transfer the records to the County.

D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Licensee or keep and maintain public records required by the County to perform the service. If Licensee transfers all public records to the County upon completion of the Agreement, Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensee keeps and maintains public records upon completion of the Agreement, Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: 941.742.5845
EMAIL: LACY.PRITCHARD@MYMANATEE.ORG

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

17. **FORCE MAJEURE**: No Party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a pandemic, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing Party is unable in whole or in part to prevent or overcome (**Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement. If a Force Majeure Event prevents the Licensee from using the Licensed Area as permitted under this Agreement prior to the termination of this license, the term of this license shall automatically extend for an additional forty-five (45) days.

18. **HEADINGS**: The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

19. **INTERPRETATION**: Each Party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against any Party, whether under any rule of construction or otherwise. On the contrary, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

20. **NO DEVELOPMENT RIGHTS CONFERRED**: Nothing herein shall be construed or deemed as giving approval for any development of the Property or any property. Nothing contained in this Agreement shall (i) create any development rights in

favor of Licensee; (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 property unless separately approved by the Board pursuant to County ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, and development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of applicable and relevant county and/or city governments. Licensee must apply for and receive all required land use approvals and federal, state, and local permits required, if any, to use the Property in accordance with this Agreement. This Agreement does not obligate the County to issue any permits to Licensee and does not relieve Licensee of the necessity to comply with the applicable law, procedural and substantive, governing said permitting requirements. Nothing contained herein shall be deemed or construed to require Licensor, the Manatee County Planning Commission or the Board to approve any applications submitted by Licensee relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

21. **NOTICE**: Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties ("**Notices**") shall be in writing and sent by hand delivery or by registered or certified U.S. mail, postage prepaid, to the following addresses (or to such other address as either Party may designate by delivery of prior notice to the other Party):

If to Licensee: Sema Construction, Inc.
7353 South Eagle Street
Centennial, Colorado 80112

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

And Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to

which such notice is given or five (5) days after mailing, whichever occurs first.

22. **SEVERABILITY**: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

23. **CONDITION OF THE PROPERTY**: Licensee shall accept the Property "as is" and expressly acknowledges and agrees that:

A. Licensor has made no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the Licensee;

B. Licensor bears no liability or responsibility to Licensee for same;

C. Licensee accepts all responsibility to maintain and repair the Property, at Licensee's expense from the Effective Date until termination of the Agreement;

D. Licensor is not obligated to fund any future improvements or renovations to the Property.

E. Licensee waives any claims against the County by Licensee or anyone claiming by, through, under, or against Licensee or County for (1) any defects and damages that may exist at the Property from the Effective Date until termination of this Agreement and (2) any defects and damages that may be discovered by Licensee or anyone.

24. **INDEMNIFICATION**: Licensee shall indemnify, defend, keep, save and hold harmless Licensor, its agents, officials, and employees from all claims, suits, actions or proceedings for injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses (including attorney's fees in the lower court and through appeal) which may accrue or be asserted against the County, arising out of Licensee's use of, and activities on, the Property and Licensee's performance of, or its failure to perform its obligations pursuant to this Agreement, or the use of the Property by Licensee whether or not contemplated under the terms of this Agreement, whether or not it shall be alleged or determined that the cause of action arose through negligence or omission of Licensee or

its employees, or of the subcontractors or its employees, if any, or the agents of Licensee. Licensee shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of Licensee shall in no way limit Licensee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Licensee's obligation and promise to indemnify, defend, save and hold harmless the County shall not obligate Licensee to do so for any damages to the extent that they arise from any negligent or intentional acts of the County, or any of its officials, agents or employees. The obligations of Licensee pursuant to this Article of this Agreement shall survive the termination of this Agreement and shall continue until such time as any and all claims arising out of Licensee's performance or failure to perform under the terms of this Agreement and use of the Property by Licensee have been finally settled, regardless of when such claims may be made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, the County, shall give notice to Licensee within fourteen (14) days of receipt in accordance with this Agreement. Upon receipt of notice, Licensee, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. Nothing in or under this Agreement shall be deemed to affect the right of the County to provide its own defense and recover from Licensee attorneys' fees and expenses associated with such representation, or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the County as provided for in Florida law, including but not limited to Section 768.28, Florida Statutes, or any successor provision, addressing or relating to sovereign immunity. The indemnity provided by Licensee under this Article shall not apply in the following two circumstances

- To any settlement agreement entered into by the County without the written consent of Licensee; and
- To any claim or expense of attorneys' or other professionals' fees incurred because of the County retaining separate counsel, in addition to counsel provided by Licensee, provided that the County has approved counsel provided by Licensee.

Licensee shall require any contractors or subcontractors of Licensee permitted by Licensee to perform work pertaining to Licensee's activities under this Agreement to provide the County with the same indemnification required of the Licensee pursuant to this Article of this Agreement

25. **LIENS**: Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to indemnify and hold County harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property. Licensee shall also be obligated to remove and discharge any lien recorded against the Property arising from the exercise of the rights set forth herein by Licensee and Licensee's employees, agents, and contractors.

26. **INSURANCE**: Licensee shall, for the duration of the Agreement, and at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance coverage that meets or exceeds the minimum requirements and limits specified in Exhibit D, attached hereto and incorporated herein by this reference.

27. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of seven days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to four P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

28. **WAIVER**: The failure or neglect by any Party to enforce any right under this Agreement shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

29. **TERMINATION OF RIGHT OF ENTRY AGREEMENT**: Effective upon the Effective Date of this Agreement, the Right of Entry Agreement effective June 16, 2026, shall be deemed terminated and superseded by this Agreement, except for any provisions of the Right of Entry Agreement that expressly survive termination.

30. **COMPLIANCE WITH LAWS/PERMITS**: Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and

employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct or have conducted pursuant to this Agreement.

31. **NOT REAL PROPERTY INTEREST**: It is expressly understood that this Agreement does not in any way whatsoever grant or convey any easement, lease, or other interest in the Property to Licensee.

32. **CONTINUING LIABILITY**: Termination of this Agreement shall not release Licensee from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Agreement and restoration of the Property in accordance with this Agreement.

33. **UTILITY SERVICES:** Licensee shall pay the full cost and expense associated with all Utility Services to the Property. For the purposes hereof "Utility Services" shall include without limitation, electricity, water, sewer and trash collection, telephone, security system, gas, cable TV, internet, and the like. Licensee shall contract for all Utility Services in Licensee's name and pay all deposits, connectivity fees and use charges as they become due.

34. **ENVIRONMENTAL COMPLIANCE**: Licensee shall not introduce, release, discharge, store, or dispose of any hazardous material or substance, as those terms are defined in Manatee County's Code of Ordinances, Chapter 2-13, Article III, Section 2-13-37, on the Property except as expressly authorized in writing by the County and in compliance with applicable law. Licensee shall be solely responsible for any environmental contamination caused by its activities and shall promptly remediate such contamination in accordance with applicable law and County requirements at Licensee's sole cost and expense.

35. **RESTORATION**: Licensee shall restore all portions of the Property disturbed by its activities, excluding the authorized improvements installed pursuant to this Agreement, to a neat, safe, and functional condition deemed acceptable to the County Administrator or his or her designee. Such restoration shall include the repair of any damage caused by Licensee's activities. All restoration required under this Article shall be completed prior to the expiration or earlier termination of this Agreement. If Licensee fails to timely complete the required restoration, the County may perform or cause the restoration to be performed, and Licensee shall reimburse the County for all associated costs.

36. **ANTI-HUMAN TRAFFICKING**: Licensee shall provide County with a sworn affidavit (Anti-Human Trafficking Affidavit) signed by an officer or a representative of Licensee under penalty of perjury attesting that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be in a form substantially similar to Exhibit E, attached hereto and incorporated herein by this reference, and be provided to County on or before the effective date. The Agreement shall not be effective unless and until the County receives the properly executed Anti-Human Trafficking Affidavit.

37. **E-VERIFY**: Licensee 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, Licensee certifies that, if applicable and required by law, Licensee 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 Licensee regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate this Agreement if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Licensee will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

38. **INDEPENDENT CONTRACTOR**: Licensee is an independent contractor and is not an employee, agent, joint venturer, or representative of the County.

39. **NON-DISCRIMINATION**: Licensee 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 this 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, is required to be included in this 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.

Licensee 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 this Agreement, Licensee agrees to include this provision in all subcontracts issued as a result of this Agreement.

40. **PUBLIC ENTITY CRIMES**: The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

41. **SCRUTINIZED COMPANIES**: Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Licensee that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the

Scrutinized Companies with Activities in Iran Terrorism Sectors List. Licensee further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Licensee acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Licensee further understands that this Agreement with County for goods or services of any amount may be terminated at County's option if Licensee (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

42. **NO THIRD PARTY BENEFICIARIES**: This Agreement shall not confer any right, benefit, or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Agreement.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates written below.

Signed, sealed and delivered in the presence of two witnesses

Zoie Decker
First Witness Signature

Zoie Decker
First Witness Printed Name

Second Witness Signature

Jeremy P. Welch
Second Witness Printed Name

LICENSEE:
SEMA CONSTRUCTION, INC., a Colorado corporation

By: _____
Bradley Spies, District President Florida

Date: 10/1/26

STATE OF Florida
COUNTY OF Orange

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

☑ physical presence or

☐ online notarization

this 1 day of October, 2026 by Bradley Spies as District President Florida of Sema Construction, Inc., a Colorado corporation, on behalf of the corporation, who

☑ is personally known to me or

☐ has produced _____ as identification.

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

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

My Commission Expires: _____

JENNIFER FINNEMORE NOTARY PUBLIC MY COMMISSION EXPIRES 6-19-2028 STATE OF FLORIDA COMMISSION NUMBER HH 531594

LICENSOR:
MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: October 20, 2026

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT A



AREA TO BE LICENSED

N
W E
S

MANATEE COUNTY
4110, 4316, 4323 AND 4327 127TH STREET WEST
CORTEZ, FLORIDA 34215
PID 7621700059, 7618500057,
7608000159 AND 7618700109

DISTRICT 3 - TAL SIDDIQUE

Manatee County
FLORIDA

EXHIBIT B



N
W E
S

AREA TO PARK, STORE, AND FUEL THE COUNTY'S BOATS

MANATEE COUNTY
4330 127TH STREET WEST
CORTEZ, FLORIDA 34215
PID 7618500057

DISTRICT 3 - TAL SIDDIQUE

Manatee County FLORIDA

EXHIBIT C



N
W E
S

HOUSE TO BE REMOVED

MANATEE COUNTY
4327 127TH STREET WEST
CORTEZ, FLORIDA 34215 PID 7618700109

DISTRICT 3 - TAL SIDDIQUE

Manatee County FLORIDA

EXHIBIT D
INSURANCE AND BOND REQUIREMENTS

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of Licensee. Licensee, prior to execution of agreement, shall provide to the Procurement Division proof of the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES FOR AGREEMENT:

1. ☒ **Commercial General Liability Insurance:**

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ 1,000,000 Single Limit Per Occurrence
- $ 2,000,000 Aggregate
- $ 1,000,000 Products/Completed Operations Aggregate
- $ 1,000,000 Personal and Advertising Injury Liability
- $ 50,000 Fire Damage Liability
- $ 5,000 Medical Expense, and
- $ 1,000,000, Third Party Property Damage

This policy shall contain severability of interests' provisions.

2. ☒ **Employer's Liability Insurance:**

Coverage limits of not less than:

- $100,000 Bodily Injury by Accident {Each Accident}
- $100,000 Bodily Injury by Disease {Each Employee}
- $500,000 Bodily Injury by Disease {Policy Aggregate}

3. ☒ **Worker's Compensation Insurance:**

   ☒ **US Longshoremen & Harbor Workers Act Coverage**

   ☒ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must include US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

NOTE: Workers' Compensation coverage is a firm requirement. If claiming an exemption, an exemption certificate issued by the State of Florida must be provided. The exemption certificate is only approved for the individual named on the certificate.

OTHER INSURANCES THAT MAY BE REQUIRED:

4. ☒ **Automobile Liability Insurance:**

Coverage shall be afforded under a per occurrence policy form, including coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ 1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $ 500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $ 500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

5. ☒ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the Agreement. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 1,000,000 General Aggregate

6. ☒ **Builder's Risk Insurance and/or Proof of Contractor's Equipment Coverage via Inland Marine or Property Policy**

INSURANCE REQUIREMENTS:

I. All policies shall contain, or be endorsed to contain, the following provisions:

a. **"Manatee County, a Political Subdivision of the State of Florida,"** shall be named as an Additional Insured in respect to liability arising out of activities performed by or on behalf of the Licensee, his agents, representatives, and employees; products and completed operations of the Licensee; automobiles owned, leased, hired, or borrowed by the Licensee, and as required per the above specific insurance requirements. The coverage(s) shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers. This subsection a. is not applicable to Professional Liability and Workers' Compensation.

b. A Certificate of Insurance shall be provided to the County's Procurement Official and shall include the endorsement that evidences the County being listed as an Additional 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 Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

c. The Licensee '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 in excess of Licensee's insurance and shall be non-contributory.

d. The insurance policies shall be on an occurrence form, unless specifically noted otherwise.

e. Licensee's insurer shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by Licensee for the County.

f. Prior to the execution of an Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as the Agreement remains in effect, Licensee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or Agreement number, and title or description) for all required coverages and evidencing the applicable coverages, as set forth above, name "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured.

In addition, when requested in writing from the County, Licensee shall provide the County with a certified copy of all requested insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Purchasing Division - Procurement
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

g. The agreement number, and title or description shall be listed on each Certificate of Insurance or policy.

h. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) to the County's procurement representative that the aggregate limit has not been eroded when supplying the Certificate of Insurance.

i. Licensee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the County's procurement representative including solicitation number and title with all notices.

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

k. Licensee waives all subrogation rights against "Manatee County, a Political Subdivision of the State of Florida," for all losses or damages which occur during, or arise from, the Agreement, whether the suit is brought during the Agreement period or not.

l. Licensee has sole responsibility for all insurance premiums and policy deductibles.

m. It is the Licensee's responsibility to ensure that his agents, representatives, and subcontractors comply with the insurance requirements set forth herein. Licensee shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Licensee shall furnish separate Certificates of Insurance and endorsements naming "Manatee County, a political subdivision of the State of Florida" as an Additional Insured for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the same requirements set forth herein.

n. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Licensee's deductible or self-insured retention and to require that it be reduced or eliminated.

II. Licensee understands and agrees that the types and limits of coverages listed herein 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 the insurance coverages and/or Additional Insured status shall not be construed as a waiver of Licensee's obligation to provide and maintain the insurance coverages specified.

III. Licensee 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 Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

IV. The enclosed Hold Harmless Agreement shall be signed by the Licensee and shall become a part of the Agreement.

V. No award shall be made until the Purchasing Division - Procurement has received the Certificate of Insurance, Endorsements, and signed Hold Harmless Agreement in accordance with this section.

Manatee County, a Political Subdivision of the State of Florida
Indemnity and Hold Harmless

Licensee shall defend, indemnify and hold harmless the County, its officers, agents, employees, volunteers, representatives, and assigns from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of Licensee, its officers, employees, representatives, and/or agents' performance or non-performance of its obligations under the Agreement. Licensee recognizes the broad nature of this indemnification and hold harmless clause, as well as the duty to defend the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of this indemnity, hold harmless, and indemnification contractual obligation, in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Licensee of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this exhibit of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes or waive the County's sovereign immunity to the extent applicable.

AGREEMENT NUMBER AND/OR NAME - 1366039436
INSURANCE AGENT - HOLMES MURPHY & ASSOCIATES
CONTRACTOR SIGNATURE **DATE**

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20____ by _____ [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced _____ as

identification.

Notary Signature _____

Print Name: _____

EXHIBIT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

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

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

1. I am the District President Florida of Sema Construction, Inc., a Colorado corporation (Entity). 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.

Bradley Spies

_____
Signature

STATE OF _____
COUNTY OF _____

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

☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Bradley Spies, who

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

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

_____ My Commission Expires: _____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

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

October 20, 2026 - Regular Meeting

Subject
License Agreement with SEMA Construction, Inc., concerning a portion of County Property located in Cortez, Florida 34215, Peter Morrow, Property Acquisition Division Manager - District 3

Category
REGULAR

Briefings
Briefing Provided Upon Request

Contact and/or Presenter Information
• Chad Butzow, Chief Utilities Engineer, Manatee County Utilities Department, Extension 5026
• Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913

Action Requested
Motion to (1) Approve the License Agreement with SEMA Construction, Inc., and (2) Authorize the Chair, or in the Chair's absence, the Vice Chair, to execute the License Agreement with SEMA Construction, Inc., on behalf of the Board.

Enabling/Regulating Authority
Section 125.01, Florida Statutes

Applicable Advisory Board
N/A

Background Discussion
Manatee County (County) owns the properties, located in Cortez, Florida, as more particularly described in that certain Warranty Deed, recorded on January 3, 2025, in Official Records Instrument Number 202541000588, of the Public Records of Manatee County, Florida, and having the Property Identification Numbers 7618500057, 7608000159, 7621700109, 7621700059, and 7618700109 (collectively, the Properties).

Manatee County owns property in Cortez adjacent to the Florida Department of Transportation's Cortez Bridge Replacement Project. SEMA Construction, Inc. (SEMA) is FDOT's contractor for the bridge project and has requested a forty-eight-month license to use a defined portion of the County property for construction staging, material storage, contractor parking, office trailers, crane access, and related activities.

See attached agenda update memo 10.15.26 and email dated 10/16/26 from R. Toth to staff

As discussions regarding a long-term License Agreement progressed, the County requested additional clarification and refinement of the proposed business terms before bringing the full agreement forward for approval. To provide temporary access to the property while those discussions continued, the County issued SEMA a temporary Right of Entry on June 16, 2026. On July 28, 2026, the temporary Right of Entry was extended for an additional 60 days, through October 16, 2026. The temporary authorization allowed limited use of the property while staff continued working with SEMA to address the business terms and other concerns associated with the proposed long-term License Agreement.

The Board previously considered the proposed use of the property and requested additional information regarding whether the transaction represented a sound business decision for the County. In response, staff continued negotiations with SEMA regarding the property footprint, community impacts, and consideration to be provided to the County.

The proposed license has been refined to substantially reduce the amount of County property used by SEMA, address concerns raised by neighboring property owners, and reduce construction-related traffic impacts. Use of the County property provides SEMA with a staging area adjacent to the bridge project and reduces the need for large construction vehicles and equipment to repeatedly back into or out of the constrained FDOT right-of-way, reducing traffic interruptions and improving construction access.

Separately, the County's Utilities Department is completing relocation of existing County water and wastewater facilities that conflict with construction of the new bridge. The County entered into a Utility Work Schedule with FDOT, requiring the County to perform certain utility relocation work prior to FDOT construction.
FDOT has subsequently approved two zero-dollar extensions of SEMA's Acquisition/Flexible Time. Work Order No. 1 added 96 days and identified both production/material-acquisition issues and mitigation of the County's Utility Work Schedule delays among the reasons for the extension. Work Order No. 2 added an additional 77 days, extending the first chargeable day to November 30, 2026, and identifies the County's pre-construction Utility Work Schedule delays as the reason for the extension.

SEMA has identified potential delay-related impacts associated with the utility relocation and has provided an estimate of those impacts. As part of the negotiated consideration for use of the County property, SEMA has agreed to absorb certain delay-related costs and waive and release the County from certain claims associated with the utility relocation work occurring or existing on or before October 15, 2026. SEMA estimates the value of the costs it will absorb through that date at $1,429,063.33.

The proposed agreement prohibits SEMA from seeking recovery from the County, directly or indirectly through FDOT, of the covered delay-related costs attributable through October 15, 2026. Costs attributable to that period are irrevocably waived. The agreement does not constitute an admission by the County of liability, responsibility, fault, causation, entitlement, or of the validity or amount of any claim by SEMA.

The proposed agreement also obligates SEMA to construct the County's ferry boat parking, storage, and fueling area and remove the existing house and associated improvements located at 4327 127th Street West at SEMA's cost.

The proposed transaction therefore provides the County with direct site improvements, a defined waiver of certain claims, reduced use by SEMA of County property compared with earlier proposals, reduced traffic impacts associated with bridge construction, and greater certainty regarding SEMA's long-term staging location.

Staff presents these factors collectively for the Board's consideration in evaluating the business terms of the License Agreement.

Attorney Review
Formal Written Review (Opinion memo must be attached) D'Agostino

Instructions to Board Records
Please ensure that the Chairperson signs page 17 of the License Agreement.

Please email a copy of the approved agenda item to the following:
- Peter Morrow at peter.morrow@mymanatee.org
- Clarke Davis at clarke.davis@mymanatee.org
- Scott May at scott.may@mymanatee.org
- Cary Knight at cary.knight@mymanatee.org
- Charles Meador at charles.meador@mymanatee.org
- Jeff Anthony at jeff.anthony@mymanatee.org

Distributed 10/22/26, RT

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A

THIS INSTRUMENT PREPARED BY:
Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Cortez Bridge Replacement
PID NO: 7618500057, 7608000159, 7621700059, & 7618700109

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement"**) is made and entered into by **MANATEE COUNTY**, a political subdivision of the State of Florida, **("Licensor" or "County")** whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and, **SEMA CONSTRUCTION, INC.**, a Colorado corporation, authorized to do business in the State of Florida ("**Licensee"**) whose mailing address is 7353 South Eagle Street, Centennial, Colorado 80112. Licensor and Licensee are sometimes collectively referred to herein as "**Parties"** and individually as "**Party"**.

WHEREAS, Licensor is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in that certain Warranty Deed, recorded on January 3, 2025, in Official Records Instrument Number 202541000588, of the Public Records of Manatee County, Florida ("**Property"**); and

WHEREAS, Licensee has requested permission from the County to enter upon portions of the Property for specified limited purposes of conducting certain activities, including using portions of the Property for material staging and a field office location for the construction of the new Florida Department of Transportation State Road 684 Bridge Replacement Project ("**Project**"); and

WHEREAS, County entered into a Utility Work Schedule with the Florida Department of Transportation (**"FDOT"**) associated with the Project, which contemplated completion of certain County utility relocation work ("**Relocation Work**") prior to commencement of FDOT construction; and

WHEREAS, completion of the Relocation Work has extended beyond the schedule contemplated by the Utility Work Schedule and has affected commencement of portions of Licensee's work on the Project; and

WHEREAS, Licensee and FDOT have taken actions to mitigate schedule impacts

associated with the Relocation Work, including adjustments to the Acquisition/Flexible Time provided under Licensee's contract with FDOT; and

WHEREAS, the County desires to license certain portions of the Property to Licensee in exchange for Licensee performing certain improvements within the Property, absorbing certain delay-related costs, and waiving and releasing the County from certain claims as hereinafter described; and

WHEREAS, as additional consideration for the license granted herein, Licensee has agreed to absorb, waive, and release certain delay-related costs associated with the County utility relocation work through October 15, 2026, subject to the terms provided herein; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, (Board) has determined that granting the requested license pursuant to the terms outlined herein is in the best interests of the County, its citizens, taxpayers, and business community; and

WHEREAS, Licensor desires to grant to Licensee the permission to enter onto the specified portions of the Property for the purposes herein described; and

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **EFFECTIVE DATE**: For purposes of this Agreement, the **Effective Date** shall be the date upon which the Agreement is executed by both Parties.

3. **EXHIBITS**: The exhibits attached, incorporated, and made a part of this Agreement are as follows:

Exhibit A, a location map of the area to be licensed hatched in purple (“Licensed Area”);
Exhibit B, a location map of the area to park, store, and fuel the County’s ferry boats hatched in blue;
Exhibit C, a location map of the area where a house is to be removed hatched in red;

Exhibit D, Insurance Coverage Requirements
Exhibit E, Anti-Human Trafficking Affidavit.

In the event of a conflict between the terms and conditions provided in the body of this Agreement and the Exhibit(s), the provisions contained within the body of this Agreement shall prevail unless the term or provision in the exhibit specifically states that it shall prevail.

4. **GRANT OF LICENSE**: Licensor hereby grants to Licensee, its employees, agents, invitees, consultants, contractors and subcontractors the non-exclusive right to enter onto the Licensed Area for the purposes of 1) staging and storage of materials, 2) other construction related needs, and 3) upon written approval of Licensor, not to be unreasonably withheld, all other purposes reasonably related to accomplishing the same, all at Licensee's sole cost and expense. Notwithstanding the license granted herein, Licensee's use of the Licensed Area shall not interfere with, impede, or otherwise adversely affect Licensor's use of any portion of the blue hatched area in Exhibit B for the parking, storage, servicing, fueling, operation, or maintenance of Licensor's ferry vessels.

5. **TERM**: The term of this Agreement and the license herein granted shall commence on the Effective Date and automatically expire, without further notice or action by either Party, at 11:59 p.m. on the date that is forty-eight (48) months after the Effective Date, unless earlier terminated by the Licensor pursuant to this Agreement or extended as a result of a Force Majeure Event as provided herein. Notwithstanding the foregoing, Licensor may (a) terminate this Agreement and the license herein granted for any reason upon one hundred twenty (120) days' prior written notice to Licensee and (b) immediately suspend or terminate this Agreement or the license herein granted upon written notice if the County determines that such action is necessary to protect public health, safety, welfare, County operations, or County property, or in the event of a breach of this Agreement by Licensee. Upon termination, Licensee shall immediately cease all activities and vacate the Property.

6. **CONSIDERATION FOR LICENSE**: In consideration for the license granted herein, the Licensee shall: (a) within one hundred twenty (120) days after the Effective Date, construct, at Licensee's sole cost and expense, an area to park, store, and fuel the County's ferry boats within the area hatched in blue as depicted in Exhibit B; (b) within one hundred twenty (120) days after the Effective Date, remove, at Licensee's sole cost and expense, the existing house located at 4327 127th Street West, Cortez, Florida 34215-2507, together with all related structures, utilities, and improvements within the area hatched in red, as depicted in Exhibit C; and (c) irrevocably waive, release, relinquish, and absorb without reimbursement or additional compensation from the

County, any and all claims, demands, causes of action, costs, expenses, damages, losses, liabilities, or other amounts of any kind arising out of, resulting from, or attributable to any delay in, or impact on, Licensee's work, performance, cost, or obligations caused by or relating to the Relocation Work associated with the Project, arising out of or relating to any event, circumstance, delay, impact or condition occurring or existing on or before October 15, 2026, whether such costs, claims, damages or other amounts are known or unknown, anticipated or unanticipated, accrued or unaccrued, or asserted before or after October 15, 2026. Licensee further agrees that it shall not seek, and hereby expressly waives any right to seek, from the County any extension of time, additional compensation, reimbursement, damages, or other relief arising from or attributable to the Relocation Work or any event, circumstance, delay, impact, or condition occurring or existing on or before October 15, 2026.

Licensee shall not submit, sponsor, pass through, assign, or otherwise seek recovery from the County, either directly or indirectly through FDOT or any other third party, of any claim, cost, damage or other amount waived and released pursuant to this Agreement.

7. **NO ADMISSION; PRESERVATION OF RIGHTS**: Nothing in this Agreement shall be construed as an admission by the County of liability, responsibility, fault, entitlement, causation, or the validity or amount of any claim, cost, loss, damage, or other amount arising out of or relating to the Relocation Work. Except for the waiver, release, and other obligations expressly provided herein with respect to any claim, cost, damage, loss, or other amount arising out of or relating to any event, circumstance, delay, impact, or condition occurring or existing on or before October 15, 2026, nothing in this Agreement shall be construed to establish, expand, diminish, waive, release, or otherwise determine any right, claim, remedy, or obligation of either Party arising from any event, circumstance, delay, impact, or condition occurring or existing after October 15, 2026. The Parties' respective rights and obligations with respect to any such matters occurring or existing after October 15, 2026, shall remain unaffected by this Agreement.

8. **ASSIGNABILITY**: The Parties may not assign this Agreement, or any right or obligation under this Agreement, without the prior written consent of the other Party. The license granted herein is personal to Licensee and may not be assigned or transferred without prior written consent of the Licensor.

9. **AMENDMENTS**: This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by an instrument in writing executed by the Parties hereto. All amendments are subject to acceptance and approval by the Board.

10. **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.

11. **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 have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute this Agreement.

12. **BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

13. **COOPERATION**: Upon Licensee's written request, Licensor shall reasonably cooperate with Licensee and Licensee's representatives in connection with Licensee's efforts to obtain permits and approvals necessary to perform its obligations under this Agreement. Such cooperation shall be limited to executing applications, authorizations, consents, or other documents that the Licensor, in its reasonable discretion, determines are appropriate solely to evidence the Licensee's right to perform the activities authorized or required pursuant to this Agreement. Nothing herein shall require the Licensor to incur any cost or expense, assume any liability or obligation, make any representation or warranty, waive any right, or endorse or support any permit application or proposed improvements. Any authorization for the Licensee to act on the Licensor's behalf shall be limited solely to the specific approval or permit for which such authorization is expressly granted in writing by the Licensor and shall not create a general agency relationship or authorize the Licensee to bind the Licensor in any respect.

14. **ENTIRE AGREEMENT**: This Agreement and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the license of the Licensed Area and other obligations of the Parties and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

15. **GOVERNING LAW; VENUE**: The Agreement is governed by Florida law.

The venue for any dispute regarding this Agreement, if in state court, shall be exclusively in Manatee County, Florida, and, if in federal court, shall be in the Middle District of Florida, Tampa Division.

16. **PUBLIC RECORDS**: Notwithstanding any other provision of this 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. This provision shall survive the termination or expiration of the Agreement.

Pursuant to Section 119.0701, Florida Statutes, to the extent Licensee is performing services on behalf of the County, Licensee shall:

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

B. 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.

C. 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 Licensee does not transfer the records to the County.

D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Licensee or keep and maintain public records required by the County to perform the service. If Licensee transfers all public records to the County upon completion of the Agreement, Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensee keeps and maintains public records upon completion of the Agreement, Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: 941.742.5845
EMAIL: LACY.PRITCHARD@MYMANATEE.ORG

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

17. **FORCE MAJEURE**: No Party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a pandemic, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing Party is unable in whole or in part to prevent or overcome (**Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement. If a Force Majeure Event prevents the Licensee from using the Licensed Area as permitted under this Agreement prior to the termination of this license, the term of this license shall automatically extend for an additional forty-five (45) days.

18. **HEADINGS**: The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

19. **INTERPRETATION**: Each Party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against any Party, whether under any rule of construction or otherwise. On the contrary, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

20. **NO DEVELOPMENT RIGHTS CONFERRED**: Nothing herein shall be construed or deemed as giving approval for any development of the Property or any property. Nothing contained in this Agreement shall (i) create any development rights in

favor of Licensee; (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 property unless separately approved by the Board pursuant to County ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, and development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of applicable and relevant county and/or city governments. Licensee must apply for and receive all required land use approvals and federal, state, and local permits required, if any, to use the Property in accordance with this Agreement. This Agreement does not obligate the County to issue any permits to Licensee and does not relieve Licensee of the necessity to comply with the applicable law, procedural and substantive, governing said permitting requirements. Nothing contained herein shall be deemed or construed to require Licensor, the Manatee County Planning Commission or the Board to approve any applications submitted by Licensee relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

21. **NOTICE**: Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties ("**Notices"**) shall be in writing and sent by hand delivery or by registered or certified U.S. mail, postage prepaid, to the following addresses (or to such other address as either Party may designate by delivery of prior notice to the other Party):

If to Licensee: Sema Construction, Inc.
7353 South Eagle Street
Centennial, Colorado 80112

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

And Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to

which such notice is given or five (5) days after mailing, whichever occurs first.

22. **SEVERABILITY**: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

23. **CONDITION OF THE PROPERTY**: Licensee shall accept the Property "as is" and expressly acknowledges and agrees that:

A. Licensor has made no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the Licensee;

B. Licensor bears no liability or responsibility to Licensee for same;

C. Licensee accepts all responsibility to maintain and repair the Property, at Licensee's expense from the Effective Date until termination of the Agreement;

D. Licensor is not obligated to fund any future improvements or renovations to the Property.

E. Licensee waives any claims against the County by Licensee or anyone claiming by, through, under, or against Licensee or County for (1) any defects and damages that may exist at the Property from the Effective Date until termination of this Agreement and (2) any defects and damages that may be discovered by Licensee or anyone.

24. **INDEMNIFICATION**: Licensee shall indemnify, defend, keep, save and hold harmless Licensor, its agents, officials, and employees from all claims, suits, actions or proceedings for injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses (including attorney's fees in the lower court and through appeal) which may accrue or be asserted against the County, arising out of Licensee's use of, and activities on, the Property and Licensee's performance of, or its failure to perform its obligations pursuant to this Agreement, or the use of the Property by Licensee whether or not contemplated under the terms of this Agreement, whether or not it shall be alleged or determined that the cause of action arose through negligence or omission of Licensee or

its employees, or of the subcontractors or its employees, if any, or the agents of Licensee. Licensee shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of Licensee shall in no way limit Licensee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Licensee's obligation and promise to indemnify, defend, save and hold harmless the County shall not obligate Licensee to do so for any damages to the extent that they arise from any negligent or intentional acts of the County, or any of its officials, agents or employees. The obligations of Licensee pursuant to this Article of this Agreement shall survive the termination of this Agreement and shall continue until such time as any and all claims arising out of Licensee's performance or failure to perform under the terms of this Agreement and use of the Property by Licensee have been finally settled, regardless of when such claims may be made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, the County, shall give notice to Licensee within fourteen (14) days of receipt in accordance with this Agreement. Upon receipt of notice, Licensee, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. Nothing in or under this Agreement shall be deemed to affect the right of the County to provide its own defense and recover from Licensee attorneys' fees and expenses associated with such representation, or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the County as provided for in Florida law, including but not limited to Section 768.28, Florida Statutes, or any successor provision, addressing or relating to sovereign immunity. The indemnity provided by Licensee under this Article shall not apply in the following two circumstances

- To any settlement agreement entered into by the County without the written consent of Licensee; and
- To any claim or expense of attorneys' or other professionals' fees incurred because of the County retaining separate counsel, in addition to counsel provided by Licensee, provided that the County has approved counsel provided by Licensee.

Licensee shall require any contractors or subcontractors of Licensee permitted by Licensee to perform work pertaining to Licensee's activities under this Agreement to provide the County with the same indemnification required of the Licensee pursuant to this Article of this Agreement

25. **LIENS**: Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to indemnify and hold County harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property. Licensee shall also be obligated to remove and discharge any lien recorded against the Property arising from the exercise of the rights set forth herein by Licensee and Licensee's employees, agents, and contractors.

26. **INSURANCE**: Licensee shall, for the duration of the Agreement, and at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance coverage that meets or exceeds the minimum requirements and limits specified in Exhibit D, attached hereto and incorporated herein by this reference.

27. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of seven days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to four P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

28. **WAIVER**: The failure or neglect by any Party to enforce any right under this Agreement shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

29. **TERMINATION OF RIGHT OF ENTRY AGREEMENT**: Effective upon the Effective Date of this Agreement, the Right of Entry Agreement effective June 16, 2026, shall be deemed terminated and superseded by this Agreement, except for any provisions of the Right of Entry Agreement that expressly survive termination.

30. **COMPLIANCE WITH LAWS/PERMITS**: Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and

employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct or have conducted pursuant to this Agreement.

31. **NOT REAL PROPERTY INTEREST**: It is expressly understood that this Agreement does not in any way whatsoever grant or convey any easement, lease, or other interest in the Property to Licensee.

32. **CONTINUING LIABILITY**: Termination of this Agreement shall not release Licensee from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Agreement and restoration of the Property in accordance with this Agreement.

33. **UTILITY SERVICES:** Licensee shall pay the full cost and expense associated with all Utility Services to the Property. For the purposes hereof "Utility Services" shall include without limitation, electricity, water, sewer and trash collection, telephone, security system, gas, cable TV, internet, and the like. Licensee shall contract for all Utility Services in Licensee's name and pay all deposits, connectivity fees and use charges as they become due.

34. **ENVIRONMENTAL COMPLIANCE**: Licensee shall not introduce, release, discharge, store, or dispose of any hazardous material or substance, as those terms are defined in Manatee County's Code of Ordinances, Chapter 2-13, Article III, Section 2-13-37, on the Property except as expressly authorized in writing by the County and in compliance with applicable law. Licensee shall be solely responsible for any environmental contamination caused by its activities and shall promptly remediate such contamination in accordance with applicable law and County requirements at Licensee's sole cost and expense.

35. **RESTORATION**: Licensee shall restore all portions of the Property disturbed by its activities, excluding the authorized improvements installed pursuant to this Agreement, to a neat, safe, and functional condition deemed acceptable to the County Administrator or his or her designee. Such restoration shall include the repair of any damage caused by Licensee's activities. All restoration required under this Article shall be completed prior to the expiration or earlier termination of this Agreement. If Licensee fails to timely complete the required restoration, the County may perform or cause the restoration to be performed, and Licensee shall reimburse the County for all associated costs.

36. **ANTI-HUMAN TRAFFICKING**: Licensee shall provide County with a sworn affidavit (Anti-Human Trafficking Affidavit) signed by an officer or a representative of Licensee under penalty of perjury attesting that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be in a form substantially similar to Exhibit E, attached hereto and incorporated herein by this reference, and be provided to County on or before the effective date. The Agreement shall not be effective unless and until the County receives the properly executed Anti-Human Trafficking Affidavit.

37. **E-VERIFY**: Licensee 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, Licensee certifies that, if applicable and required by law, Licensee 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 Licensee regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate this Agreement if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Licensee will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

38. **INDEPENDENT CONTRACTOR**: Licensee is an independent contractor and is not an employee, agent, joint venturer, or representative of the County.

39. **NON-DISCRIMINATION**: Licensee 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 this 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, is required to be included in this 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.

Licensee 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 this Agreement, Licensee agrees to include this provision in all subcontracts issued as a result of this Agreement.

40. **PUBLIC ENTITY CRIMES**: The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

41. **SCRUTINIZED COMPANIES**: Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Licensee that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the

Scrutinized Companies with Activities in Iran Terrorism Sectors List. Licensee further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Licensee acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Licensee further understands that this Agreement with County for goods or services of any amount may be terminated at County's option if Licensee (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

42. **NO THIRD PARTY BENEFICIARIES**: This Agreement shall not confer any right, benefit, or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Agreement.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates written below.

Signed, sealed and delivered in the presence of two witnesses

Zoie Decker
First Witness Signature

Zoie Decker
First Witness Printed Name

Second Witness Signature

Jeremy P. Welch
Second Witness Printed Name

LICENSEE:
SEMA CONSTRUCTION, INC., a Colorado corporation

By: _____
Bradley Spies, District President Florida

Date: 10/1/26

STATE OF Florida.
COUNTY OF Orange.

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

☑ physical presence or

☐ online notarization

this 1 day of October, 2026 by Bradley Spies as District President Florida of Sema Construction, Inc., a Colorado corporation, on behalf of the corporation, who

☑ is personally known to me or

☐ has produced _____ as identification.

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

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

My Commission Expires: _____

JENNIFER FINNEMORE NOTARY PUBLIC MY COMMISSION EXPIRES 6-19-2028 STATE OF FLORIDA COMMISSION NUMBER HH 531584

LICENSOR:
MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By:_____
Deputy Clerk

EXHIBIT A



AREA TO BE LICENSED

N
W E
S

MANATEE COUNTY
4110, 4316, 4323 AND 4327 127TH STREET WEST
CORTEZ, FLORIDA 34215
PID 7621700059, 7618500057,
7608000159 AND 7618700109

Manatee County FLORIDA

DISTRICT 3 - TAL SIDDIQUE

EXHIBIT B



N
W E
S

AREA TO PARK, STORE, AND FUEL THE COUNTY'S BOATS

MANATEE COUNTY
4330 127TH STREET WEST
CORTEZ, FLORIDA 34215
PID 7618500057

DISTRICT 3 - TAL SIDDIQUE

Manatee County FLORIDA

EXHIBIT C



N
W E
S

HOUSE TO BE REMOVED

MANATEE COUNTY
4327 127TH STREET WEST
CORTEZ, FLORIDA 34215 PID 7618700109

DISTRICT 3 - TAL SIDDIQUE

Manatee County FLORIDA

EXHIBIT D
INSURANCE AND BOND REQUIREMENTS

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of Licensee. Licensee, prior to execution of agreement, shall provide to the Procurement Division proof of the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES FOR AGREEMENT:

1. ☒ **Commercial General Liability Insurance:**

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ 1,000,000 Single Limit Per Occurrence
- $ 2,000,000 Aggregate
- $ 1,000,000 Products/Completed Operations Aggregate
- $ 1,000,000 Personal and Advertising Injury Liability
- $ 50,000 Fire Damage Liability
- $ 5,000 Medical Expense, and
- $ 1,000,000, Third Party Property Damage

This policy shall contain severability of interests' provisions.

2. ☒ **Employer's Liability Insurance:**

Coverage limits of not less than:

- $100,000 Bodily Injury by Accident {Each Accident}
- $100,000 Bodily Injury by Disease {Each Employee}
- $500,000 Bodily Injury by Disease {Policy Aggregate}

3. ☒ **Worker's Compensation Insurance:**

☒ **US Longshoremen & Harbor Workers Act Coverage**

☒ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must include US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

NOTE: Workers' Compensation coverage is a firm requirement. If claiming an exemption, an exemption certificate issued by the State of Florida must be provided. The exemption certificate is only approved for the individual named on the certificate.

OTHER INSURANCES THAT MAY BE REQUIRED:

4. ☒ **Automobile Liability Insurance:**

Coverage shall be afforded under a per occurrence policy form, including coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ 1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $ 500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $ 500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

5. ☒ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the Agreement. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 1,000,000 General Aggregate

6. ☒ **Builder's Risk Insurance and/or Proof of Contractor's Equipment Coverage via Inland Marine or Property Policy**

INSURANCE REQUIREMENTS:

I. All policies shall contain, or be endorsed to contain, the following provisions:

a. **"Manatee County, a Political Subdivision of the State of Florida,"** shall be named as an Additional Insured in respect to liability arising out of activities performed by or on behalf of the Licensee, his agents, representatives, and employees; products and completed operations of the Licensee; automobiles owned, leased, hired, or borrowed by the Licensee, and as required per the above specific insurance requirements. The coverage(s) shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers. This subsection a. is not applicable to Professional Liability and Workers' Compensation.

b. A Certificate of Insurance shall be provided to the County's Procurement Official and shall include the endorsement that evidences the County being listed as an Additional 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 Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

c. The Licensee '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 in excess of Licensee's insurance and shall be non-contributory.

d. The insurance policies shall be on an occurrence form, unless specifically noted otherwise.

e. Licensee's insurer shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by Licensee for the County.

f. Prior to the execution of an Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as the Agreement remains in effect, Licensee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or Agreement number, and title or description) for all required coverages and evidencing the applicable coverages, as set forth above, name "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured.

In addition, when requested in writing from the County, Licensee shall provide the County with a certified copy of all requested insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Purchasing Division - Procurement
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

g. The agreement number, and title or description shall be listed on each Certificate of Insurance or policy.

h. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) to the County's procurement representative that the aggregate limit has not been eroded when supplying the Certificate of Insurance.

i. Licensee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the County's procurement representative including solicitation number and title with all notices.

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

k. Licensee waives all subrogation rights against "Manatee County, a Political Subdivision of the State of Florida," for all losses or damages which occur during, or arise from, the Agreement, whether the suit is brought during the Agreement period or not.

l. Licensee has sole responsibility for all insurance premiums and policy deductibles.

m. It is the Licensee's responsibility to ensure that his agents, representatives, and subcontractors comply with the insurance requirements set forth herein. Licensee shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Licensee shall furnish separate Certificates of Insurance and endorsements naming "Manatee County, a political subdivision of the State of Florida" as an Additional Insured for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the same requirements set forth herein.

n. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Licensee's deductible or self-insured retention and to require that it be reduced or eliminated.

II. Licensee understands and agrees that the types and limits of coverages listed herein 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 the insurance coverages and/or Additional Insured status shall not be construed as a waiver of Licensee's obligation to provide and maintain the insurance coverages specified.

III. Licensee 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 Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

IV. The enclosed Hold Harmless Agreement shall be signed by the Licensee and shall become a part of the Agreement.

V. No award shall be made until the Purchasing Division - Procurement has received the Certificate of Insurance, Endorsements, and signed Hold Harmless Agreement in accordance with this section.

Manatee County, a Political Subdivision of the State of Florida
Indemnity and Hold Harmless

Licensee shall defend, indemnify and hold harmless the County, its officers, agents, employees, volunteers, representatives, and assigns from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of Licensee, its officers, employees, representatives, and/or agents' performance or non-performance of its obligations under the Agreement. Licensee recognizes the broad nature of this indemnification and hold harmless clause, as well as the duty to defend the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of this indemnity, hold harmless, and indemnification contractual obligation, in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Licensee of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this exhibit of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes or waive the County's sovereign immunity to the extent applicable.

AGREEMENT NUMBER AND/OR NAME - 1863711447
INSURANCE AGENT - HOLMES MURPHY & ASSOCIATES
CONTRACTOR SIGNATURE **DATE**

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20____ by _____ [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced _____ as

identification.

Notary Signature _____

Print Name: _____

EXHIBIT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

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

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

1. I am the District President Florida of Sema Construction, Inc., a Colorado corporation (Entity). 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.

Bradley Spies

_____
Signature

STATE OF _____
COUNTY OF _____

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

☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Bradley Spies, who

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

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

_____ My Commission Expires: _____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Map discussed with the HOA Group North



CONTRACTOR ANTICIPATED USE:
AREA 1
-Crane Access Trestle
-Material Delivery and Storage

AREA 2
-Contractor Overflow /Parking

AREA 3 (North & South)
-Office Trailers
-Material Storage

ANTICIPATED VARIOUS IMPROVEMENTS:
AREA 1
-County boat storage & fueling

AREA 3
-Site grading

AREA 4
-Demolition of Existing Structure
-Potential overflow business parking

INSURANCE AND BOND REQUIREMENTS

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of Licensee. Licensee, prior to execution of agreement, shall provide to the Procurement Division proof of the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES FOR AGREEMENT:

1. ☒ **Commercial General Liability Insurance:**

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ 1,000,000 Single Limit Per Occurrence
- $ 2,000,000 Aggregate
- $ 1,000,000 Products/Completed Operations Aggregate
- $ 1,000,000 Personal and Advertising Injury Liability
- $ 50,000 Fire Damage Liability
- $ 5,000 Medical Expense, and
- $ 1,000,000, Third Party Property Damage

This policy shall contain severability of interests' provisions.

2. ☒ **Employer's Liability Insurance:**

Coverage limits of not less than:

- $100,000 Bodily Injury by Accident {Each Accident}
- $100,000 Bodily Injury by Disease {Each Employee}
- $500,000 Bodily Injury by Disease {Policy Aggregate}

3. ☒ **Worker's Compensation Insurance:**

☒ **US Longshoremen & Harbor Workers Act Coverage**

☒ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must include US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

NOTE: Workers' Compensation coverage is a firm requirement. If claiming an exemption, an exemption certificate issued by the State of Florida must be provided. The exemption certificate is only approved for the individual named on the certificate.

OTHER INSURANCES THAT MAY BE REQUIRED:

4. ☒ **Automobile Liability Insurance:**

Coverage shall be afforded under a per occurrence policy form, including coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ 1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $ 500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $ 500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

5. ☒ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the Agreement. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 1,000,000 General Aggregate

6. ☒ **Builder's Risk Insurance and/or Proof of Contractor's Equipment Coverage via Inland Marine or Property Policy**

INSURANCE REQUIREMENTS:

I. All policies shall contain, or be endorsed to contain, the following provisions:

a. **"Manatee County, a Political Subdivision of the State of Florida,"** shall be named as an Additional Insured in respect to liability arising out of activities performed by or on behalf of the Licensee, his agents, representatives, and employees; products and completed operations of the Licensee; automobiles owned, leased, hired, or borrowed by the Licensee, and as required per the above specific insurance requirements. The coverage(s) shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers. This subsection a. is not applicable to Professional Liability and Workers' Compensation.

b. A Certificate of Insurance shall be provided to the County's Procurement Official and shall include the endorsement that evidences the County being listed as an Additional 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 Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

c. The Licensee '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 in excess of Licensee's insurance and shall be non-contributory.

d. The insurance policies shall be on an occurrence form, unless specifically noted otherwise.

e. Licensee's insurer shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by Licensee for the County.

f. Prior to the execution of an Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as the Agreement remains in effect, Licensee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or Agreement number, and title or description) for all required coverages and evidencing the applicable coverages, as set forth above, name "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured.

In addition, when requested in writing from the County, Licensee shall provide the County with a certified copy of all requested insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Purchasing Division - Procurement
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

g. The agreement number, and title or description shall be listed on each Certificate of Insurance or policy.

h. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) to the County's procurement representative that the aggregate limit has not been eroded when supplying the Certificate of Insurance.

i. Licensee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the County's procurement representative including solicitation number and title with all notices.

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

k. Licensee waives all subrogation rights against "Manatee County, a Political Subdivision of the State of Florida," for all losses or damages which occur during, or arise from, the Agreement, whether the suit is brought during the Agreement period or not.

l. Licensee has sole responsibility for all insurance premiums and policy deductibles.

m. It is the Licensee's responsibility to ensure that his agents, representatives, and subcontractors comply with the insurance requirements set forth herein. Licensee shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Licensee shall furnish separate Certificates of Insurance and endorsements naming "Manatee County, a political subdivision of the State of Florida" as an Additional Insured for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the same requirements set forth herein.

n. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Licensee's deductible or self-insured retention and to require that it be reduced or eliminated.

II. Licensee understands and agrees that the types and limits of coverages listed herein 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 the insurance coverages and/or Additional Insured status shall not be construed as a waiver of Licensee's obligation to provide and maintain the insurance coverages specified.

III. Licensee 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 Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

IV. The enclosed Hold Harmless Agreement shall be signed by the Licensee and shall become a part of the Agreement.

V. No award shall be made until the Purchasing Division - Procurement has received the Certificate of Insurance, Endorsements, and signed Hold Harmless Agreement in accordance with this section.

Manatee County, a Political Subdivision of the State of Florida
Indemnity and Hold Harmless

Licensee shall defend, indemnify and hold harmless the County, its officers, agents, employees, volunteers, representatives, and assigns from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of Licensee, its officers, employees, representatives, and/or agents' performance or non-performance of its obligations under the Agreement. Licensee recognizes the broad nature of this indemnification and hold harmless clause, as well as the duty to defend the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of this indemnity, hold harmless, and indemnification contractual obligation, in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Licensee of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this exhibit of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes or waive the County's sovereign immunity to the extent applicable.

AGREEMENT NUMBER AND/OR NAME - 1863711447
INSURANCE AGENT - HOLMES MURPHY & ASSOCIATES
CONTRACTOR SIGNATURE  **DATE**

Acknowledgement:

STATE OF Florida COUNTY OF Orange.

The foregoing instrument was acknowledged before me this 1st day of October,

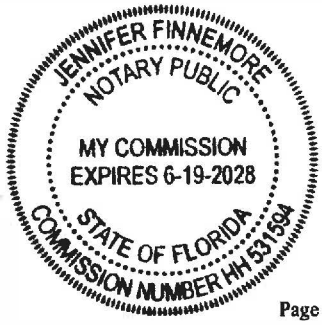
20 26 by Bradley Spies [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced _____ as

identification.

Notary Signature Jennifer Finnemore.

Print Name: Jennifer Finnemore



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

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

1. I am the District President Florida of Sema Construction, Inc., a Colorado corporation (Entity). 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.

Bradley Spies

Signature

STATE OF Florida
COUNTY OF Orange.

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

☑ physical presence or
☐ online notarization

this 1st day of October, 2026, by Bradley Spies, who

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

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

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

My Commission Expires: 6/19/28

JENNIFER FINNEMORE
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-19-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 531594

From:	Pamela DAgostino
To:	Peter Morrow
Cc:	Brent Sargent; Cary Knight; Charles Meador; Tim Cristello; Clarke Davis; Scott May; Michael Sturm; Jim Shuler; Jeff Anthony; Bryan Parnell
Subject:	Cortez Bridge License Agreement; RLS No. 25/26-0368
Date:	Tuesday, September 29, 2026 4:44:00 PM
Attachments:	image001.png Cover Sheet - SEMA License Agreement - PJD - 9-29-2026.docx Sema License Agreement - PJD - 9-29-2026.docx

Good Afternoon Peter:

This email serves as the CAO's second supplemental response to the Request for Legal Services (RLS) requesting legal review and guidance as to a proposed license agreement (Agreement) with SEMA Construction, Inc. (SEMA).

Attached is an annotated and redlined copy of (1) the Agreement and (2) the draft agenda item cover sheet that you provided. Please carefully review and finalize both documents consistent with my advice and recommended changes.

Provided the legal concerns and issues identified are addressed consistently with my advice, I will have no objection from a legal standpoint to this matter being presented to the Board for consideration. The CAO expresses no opinion as to the business terms in Agreement or as proposed by this transaction. Except as otherwise indicated, I have not reviewed or revised the Agreement for thoroughness, accuracy, typographical errors or ADA accessibility.

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

Sincerely,

Pamela J. D'Agostino
County Attorney
Manatee County Government
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
pamela.dagostino@mymanatee.org
Phone: 941-745-3750
Fax: 941-749-3089

THIS INSTRUMENT PREPARED BY:
Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Cortez Bridge Replacement
PID NO: 7618500057, 7608000159, ~~7621700109,~~ 7621700059, & 7618700109

Commented [PD1]: No legal objection assuming this is accurate.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement"**) is made and entered into by **MANATEE COUNTY**, a political subdivision of the State of Florida, **("Licensor" or "County")** whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and, **SEMA CONSTRUCTION, INC.**, a Colorado corporation, authorized to do business in the State of Florida ("**Licensee"**) whose mailing address is 7353 South Eagle Street, Centennial, Colorado 80112. Licensor and Licensee are sometimes collectively referred to herein as "**Parties"** and individually as "**Party"**.

WHEREAS, Licensor is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in that certain Warranty Deed, recorded on January 3, 2025, in Official Records Instrument Number 202541000588, of the Public Records of Manatee County, Florida ("**Property"**); and

WHEREAS, Licensee has requested permission from the County to enter upon portions of the Property for specified limited purposes of conducting certain activities, including using portions of the Property for material staging and a field office location for the construction of the new Florida Department of Transportation State Road 684 Bridge Replacement Project ("**Project**"); and

WHEREAS, ~~Manatee~~ County ~~Utilities~~ entered into a~~n approved~~ Utility Work Schedule with the Florida Department of Transportation ("**FDOT**") associated with the Project, which contemplated completion of certain County utility relocation work ("**Relocation Work**") prior to commencement of FDOT construction; and

WHEREAS, completion of the~~certain County utility~~ ~~r~~Relocation ~~w~~Work has extended beyond the schedule contemplated by the Utility Work Schedule and has affected commencement of portions of Licensee's work on the Project; and

WHEREAS, Licensee and FDOT have taken actions to mitigate schedule impacts

associated with the ~~County utility r~~Relocation ~~w~~Work, including adjustments to the Acquisition/Flexible Time provided under Licensee's contract with FDOT; and

WHEREAS, the County desires to license certain portions of the Property to Licensee in exchange for Licensee performing certain improvements within the Property, absorbing certain delay-related costs, and waiving and releasing the County from certain claims as hereinafter described; and

WHEREAS, as additional consideration for the license granted herein, Licensee has agreed to absorb, waive, and release certain delay-related costs associated with the County utility relocation work through October 15, 2026, subject to the terms provided herein; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, (Board) has determined that granting the requested license pursuant to the terms outlined herein is in the best interests of the County, its citizens, taxpayers, and business community; and

WHEREAS, Licensor desires to grant to Licensee the permission to enter onto the specified portions of the Property for the purposes herein described; and

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **EFFECTIVE DATE**: For purposes of this Agreement, the **Effective Date** shall be the date upon which the Agreement is executed by both ~~p~~Parties.

3. **EXHIBITS**: The exhibits attached, incorporated, and made a part of this Agreement are as follows:

Exhibit A, a location map of the area to be licensed hatched in purple~~[insert color]~~ ("Licensed Area");

Exhibit B, a location map of the area to park, store, and fuel the County's ferry boats hatched in blue;

Exhibit C, a location map of the area where a house is to be removed hatched in red;

Commented [PD2]: The exhibit provided by staff contains no label identifying it as Exhibit A. I trust staff will add the appropriate label to same.

~~Exhibit D, a location map of the sheet pile wall areas to be repaired in green;~~
~~Exhibit E, a location map of the area for construction of a by-pass roadway from 127th Street West to 126th Street West hatched in purple;~~
Exhibit ~~F~~D, Insurance Coverage Requirements
Exhibit ~~G~~E, Anti-Human Trafficking Affidavit.

In the event of a conflict between the terms and conditions provided in the body of this Agreement and the Exhibit(s), the provisions contained within the body of this Agreement shall prevail unless the term or provision in the exhibit specifically states that it shall prevail.

4. **GRANT OF LICENSE**: Licensor hereby grants to Licensee, its employees, agents, invitees, consultants, contractors and subcontractors the non-exclusive right to enter onto the Licensed Area for the purposes of 1) staging and storage of materials, 2) other construction related needs, and 3) upon written approval of Licensor, not to be unreasonably withheld, all other purposes reasonably related to accomplishing the same, all at Licensee's sole cost and expense. Notwithstanding the license granted herein, Licensee's use of the Licensed Area shall not interfere with, impede, or otherwise adversely affect Licensor's use of any portion of the blue hatched area in Exhibit B for the parking, storage, servicing, fueling, operation, or maintenance of Licensor's ferry vessels.

5. **TERM**: The term of this Agreement and the license herein granted shall commence on the Effective Date and automatically expire, without further notice or action by either Party, at 11:59 p.m. on the date that is forty-eight (48) months after the Effective Date, unless earlier terminated by the Licensor pursuant to this Agreement or extended as a result of a Force Majeure Event as provided herein. Notwithstanding the foregoing, Licensor may (a) terminate this Agreement and the license herein granted for any reason upon one hundred twenty (120) days' prior written notice to Licensee and (b) immediately suspend or terminate this Agreement or the license herein granted upon written notice if the County determines that such action is necessary to protect public health, safety, welfare, County operations, or County property, or in the event of a breach of this Agreement by Licensee. Upon termination, Licensee shall immediately cease all activities and vacate the Property.

6. **CONSIDERATION FOR LICENSE**: In consideration for the license granted herein, ~~T~~the Licensee shall: (a) within one hundred twenty (120) days after the Effective Date, construct, at Licensee's sole cost and expense, an area to park, store, and fuel the County's ferry boats~~, at Licensee's sole cost and expense,~~ within the area hatched in blue as depicted in Exhibit B; (b) within one hundred twenty (120) days after the Effective Date, remove, at Licensee's sole cost and expense, the existing house located at 4327 127th

Street West, Cortez, Florida 34215-2507, together with all related structures, utilities, and improvements~~, at Licensee's sole cost and expense,~~ within the area hatched in red, as depicted in Exhibit C; and (c) ~~as additional consideration for the license granted herein, Licensee hereby agrees to absorb,~~irrevocably waive, ~~and~~ release, relinquish, and absorb without reimbursement or additional compensation from the County, any and all ~~delay-related costs,~~ claims, demands, causes of action, costs, expenses, damages, losses, liabilities, or other amounts of any kind arising out of, resulting from, ~~damages incurred, accrued,~~ or attributable to any delay in, or impact on, Licensee's work, performance, cost, or obligations caused by or relating to the ~~Manatee County Utilities utility r~~Relocation ~~w~~Work associated with the Project, arising out of or relating to any event, circumstance, delay, impact or condition occurring or existing on or before~~for the period through and including~~ October 15, 2026, whether such costs, claims, ~~or~~ damages or other amounts are known or unknown, anticipated or unanticipated, accrued or unaccrued, or asserted before or after October 15, 2026. Licensee further agrees that it shall not seek, and hereby expressly waives any right to seek, from the County any extension of time, additional compensation, reimbursement, damages, or other relief arising from or attributable to the Relocation Work or any event, circumstance, delay, impact, or condition occurring or existing on or before October 15, 2026.~~are asserted before or after that date.~~~~within sixty (60) days after the Effective Date, submit a bid or proposal to the County to restore existing sheet pile wall areas within the areas in green, as depicted in Exhibit D. Such bid or proposal will be in response to a timely issued solicitation in accordance with the County's Procurement Code, Administrative Standards and Procedures, and applicable law. Nothing herein shall be construed or deemed as awarding any contract or approving of Licensee as a vendor/contractor to perform the proposed restoration. This Agreement does not obligate the County to issue any award to Licensee to perform the restoration and does not relieve County or Licensee of the necessity to comply with the applicable law, procedural and substantive, governing procurement of the proposed restoration. Nothing contained herein shall be deemed or construed to require Licensor or the Board to approve any contract to perform the restoration. Review, approval or rejection of any such contract shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Procurement Code.~~

~~Without limiting the foregoing,~~ Licensee shall not submit, sponsor, pass through, assign, or otherwise seek recovery ~~of such costs~~ from the~~Manatee~~ County, either directly or indirectly through FDOT or any other third party, of any claim, cost, damage or other amount waived and released pursuant to this Agreement~~arising from delay attributable to the County utility relocation work through October 15, 2026. Such waiver shall include Licensee's claimed compensable time costs, extended equipment rental costs, project escalation costs, and other delay-related costs attributable to that period~~.

~~For the avoidance of doubt, costs, claims, or damages attributable to the period through and including October 15, 2026 are permanently waived and released even if such costs, claims, or damages are invoiced, calculated, submitted, asserted, or otherwise identified after October 15, 2026. The October 15, 2026 date defines the period of impact covered by the waiver and is not merely a deadline for presenting a claim.~~

~~Licensee has estimated the value of the costs absorbed pursuant to this subsection at $1,429,063.33.~~

Commented [PD3]: This is unnecessary and not legally recommended as the above language is sufficient.

Commented [PD4]: The information regarding any estimated value belongs in the agenda item (not in this contract).

~~6.~~7. **NO ADMISSION; PRESERVATION OF RIGHTS**: Nothing in this Agreement shall be construed as~~constitutes~~ an admission by the~~Manatee~~ County of liability, responsibility, fault, entitlement, causation, or the validity or amount of any claim, cost, loss, ~~or~~ damage,~~s~~ or other amount arising out of or relating to ~~associated with~~ the ~~utility r~~Relocation ~~w~~Work. Except for the waiver, ~~and~~ release, and other obligations expressly provided herein with respect to any claim, cost, damage, loss, or other amount arising out of or relating to any event, circumstance, delay, impact, or condition occurring or existing on or before~~above for costs attributable through~~ October 15, 2026, nothing in this Agreement shall be construed to~~herein~~ establish~~es~~, expand~~s~~, diminish~~es~~, waive, release, or otherwise determine~~s~~ any~~the~~ right,~~s~~ claim, remedy, or obligation~~s~~ of either ~~p~~Party arising from any event, circumstance, delay, impact, or condition occurring or existing~~concerning events or delay occurring~~ after October 15, 2026. The Parties' respective rights and obligations with respect to any such matters occurring or existing after October 15, 2026, shall remain unaffected by this Agreement.

~~7.~~8. **ASSIGNABILITY**: The Parties may not assign this Agreement, or any right or~~of~~ obligation under~~of~~ this Agreement, without the prior written consent of the other Party. The license granted herein is personal to Licensee and may not be assigned or transferred without prior written consent of the Licensor.

~~8.~~9. **AMENDMENTS**: This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by an instrument in writing executed by the Parties hereto. All amendments are subject to acceptance and approval by the Board.

~~9.~~10. **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.

~~10.~~11. **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 have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute this Agreement.

~~11.~~12. **BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

~~12.~~13. **COOPERATION**: Upon Licensee's written request, Licensor shall reasonably cooperate with Licensee and Licensee's representatives in connection with Licensee's efforts to obtain permits and approvals necessary to perform its obligations under this Agreement. Such cooperation shall be limited to executing applications, authorizations, consents, or other documents that the Licensor, in its reasonable discretion, determines are appropriate solely to evidence the Licensee's right to perform the activities authorized or required pursuant to this Agreement. Nothing herein shall require the Licensor to incur any cost or expense, assume any liability or obligation, make any representation or warranty, waive any right, or endorse or support any permit application or proposed improvements. Any authorization for the Licensee to act on the Licensor's behalf shall be limited solely to the specific approval or permit for which such authorization is expressly granted in writing by the Licensor and shall not create a general agency relationship or authorize the Licensee to bind the Licensor in any respect.

~~13.~~14. **ENTIRE AGREEMENT**: This Agreement and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the license of the Licensed Area and other obligations of the Parties and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

~~14.~~15. **GOVERNING LAW; VENUE**: The Agreement is governed by Florida law. The venue for any~~and~~ dispute regarding this Agreement, if in state court, shall~~will~~ be exclusively in Manatee County, Florida, and, if in federal court, shall~~will~~ be in the Middle District of Florida, Tampa Division.

~~15.~~16. **PUBLIC RECORDS**: Notwithstanding any other provision of this 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. This provision shall survive the termination or expiration of the Agreement.

Pursuant to Section 119.0701, Florida Statutes, to the extent Licensee is performing services on behalf of the County, Licensee shall:

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

B. 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.

C. 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 Licensee does not transfer the records to the County.

D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Licensee or keep and maintain public records required by the County to perform the service. If Licensee transfers all public records to the County upon completion of the Agreement, Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensee keeps and maintains public records upon completion of the Agreement, Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: 941.742.5845
EMAIL: LACY.PRITCHARD@MYMANATEE.ORG

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

Commented [PD5]: This language is legally required to be in 14 point bold all caps. Do not reformat.

~~16.~~17. **FORCE MAJEURE**: No Party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a pandemic, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing Party is unable in whole or in part to prevent or overcome (**Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement. If a Force Majeure Event prevents the Licensee from using the Licensed Area as permitted under this Agreement prior to the termination of this license, the term of this license shall automatically extend for an additional forty-five (45) days.

~~17.~~18. **HEADINGS**: The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

~~18.~~19. **INTERPRETATION**: Each Party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against any Party, whether under any rule of construction or otherwise. On the contrary, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

~~19.~~20. **NO DEVELOPMENT RIGHTS CONFERRED**: Nothing herein shall be construed or deemed as giving approval for any development of the Property or any property. Nothing contained in this Agreement shall (i) create any development rights in favor of Licensee; (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 property unless separately approved by the Board pursuant to County ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, and development and construction rights and authorizations shall be obtained upon proper

application and in compliance with all standards and requirements of applicable and relevant county and/or city governments. Licensee must apply for and receive all required land use approvals and federal, state, and local permits required, if any, to use the Property in accordance with this Agreement. This Agreement does not obligate the County to issue any permits to Licensee and does not relieve Licensee of the necessity to comply with the applicable law, procedural and substantive, governing said permitting requirements. Nothing contained herein shall be deemed or construed to require Licensor, the Manatee County Planning Commission or the Board to approve any applications submitted by Licensee relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

~~20.~~21. **NOTICE**: Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties ("**Notices"**) shall be in writing and sent by~~,~~ hand delivery or by registered or certified U.S. mail, postage prepaid, to the following addresses (or to such other address as either Party may designate by delivery of prior notice to the other Party):

If to Licensee:	Sema Construction, Inc. 7353 South Eagle Street Centennial, Colorado 80112
If to Licensor:	Manatee County Government Attention: County Administrator Post Office Box 1000 Bradenton, Florida 34206
And	Manatee County Government Attention: County Attorney Office of the County Attorney 1112 Manatee Avenue West, Suite 969 Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or five (5) days after mailing, whichever occurs first.

~~21.~~22. **SEVERABILITY**: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining

provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

~~22.~~23. **CONDITION OF THE PROPERTY**: Licensee shall accept the Property "as is" and expressly acknowledges and agrees that:

A. Licensor has made no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the Licensee;

B. Licensor bears no liability or responsibility to Licensee for same;

C. Licensee accepts all responsibility to maintain and repair the Property, at Licensee's expense from the Effective Date until termination of the Agreement;

D. Licensor is not obligated to fund any future improvements or renovations to the Property.

E. Licensee waives any claims against the County by Licensee or anyone claiming by, through, under, or against Licensee or County for (1) any defects and damages that may exist at the Property from the Effective Date until termination of this Agreement and (2) any defects and damages that may be discovered by Licensee or anyone.

~~23.~~24. **INDEMNIFICATION**: Licensee shall indemnify, defend, keep, save and hold harmless Licensor, its agents, officials, and employees from all claims, suits, actions or proceedings for injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses (including attorney's fees in the lower court and through appeal) which may accrue or be asserted against the County, arising out of Licensee's use of, and activities on, the Property and Licensee's performance of, or its failure to perform its obligations pursuant to this Agreement, or the use of the Property by Licensee whether or not contemplated under the terms of this Agreement, whether or not it shall be alleged or determined that the cause of action arose through negligence or omission of Licensee or its employees, or of the subcontractors or its employees, if any, or the agents of Licensee. Licensee shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of Licensee shall in no

way limit Licensee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Licensee's obligation and promise to indemnify, defend, save and hold harmless the County shall not obligate Licensee to do so for any damages to the extent that they arise from any negligent or intentional acts of the County, or any of its officials, agents or employees. The obligations of Licensee pursuant to this Article of this Agreement shall survive the termination of this Agreement and shall continue until such time as any and all claims arising out of Licensee's performance or failure to perform under the terms of this Agreement and use of the Property by Licensee have been finally settled, regardless of when such claims may be made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, the County, shall give notice to Licensee within fourteen (14) days of receipt in accordance with this Agreement. Upon receipt of notice, Licensee, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. Nothing in or under this Agreement shall be deemed to affect the right of the County to provide its own defense and recover from Licensee attorneys' fees and expenses associated with such representation, or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the County as provided for in Florida law, including but not limited to Section 768.28, Florida Statutes, or any successor provision, addressing or relating to sovereign immunity. The indemnity provided by Licensee under this Article shall not apply in the following two circumstances

- To any settlement agreement entered into by the County without the written consent of Licensee; and
- To any claim or expense of attorneys' or other professionals' fees incurred because of the County retaining separate counsel, in addition to counsel provided by Licensee, provided that the County has approved counsel provided by Licensee.

Licensee shall require any contractors or subcontractors of Licensee permitted by Licensee~~SEMA~~ to perform work pertaining to Licensee's activities under this Agreement~~the renovation of the Property~~ to provide the County with the same indemnification required of the Licensee pursuant to this Article of this Agreement

~~24.~~25. **LIENS**: Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to indemnify and hold County harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property. Licensee shall also be obligated to remove and discharge any lien

recorded against the Property arising from the exercise of the rights set forth herein by Licensee and Licensee's employees, agents, and contractors.

~~25.~~26. **INSURANCE**: Licensee shall, for the duration of the Agreement, and at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance coverage that meets or exceeds the minimum requirements and limits specified in Exhibit D~~F~~, attached hereto and incorporated herein by this reference.

~~26.~~27. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of seven days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to four P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

~~27.~~28. **WAIVER**: The failure or neglect by any Party to enforce any right under this Agreement shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

~~28.~~29. **TERMINATION OF RIGHT OF ENTRY AGREEMENT**: Effective upon the Effective Date of this Agreement, the Right of Entry Agreement effective June 16, 2026, shall be deemed terminated and superseded by this Agreement, except for any provisions of the Right of Entry Agreement that expressly survive termination.

~~29.~~30. **COMPLIANCE WITH LAWS/PERMITS**: Licensee~~SEMA~~ shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Licensee~~SEMA~~, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Licensee~~SEMA~~ desires to conduct or have conducted pursuant to this Agreement.

~~30.~~31. **NOT REAL PROPERTY INTEREST**: It is expressly understood that this Agreement does not in any way whatsoever grant or convey any easement, lease, or other interest in the Property to Licensee~~SEMA~~.

~~31.~~32. **CONTINUING LIABILITY**: ~~–~~Termination of this Agreement shall not release Licensee~~SEMA~~ from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Agreement and restoration of the Property in accordance with this Agreement.

~~32.~~33. **UTILITY SERVICES:** Licensee~~SEMA~~ shall pay the full cost and expense associated with~~for~~ all Utility Services to the Property. For the purposes hereof "Utility Services" shall include without limitation, electricity, water, sewer and trash collection, telephone, security system, gas, cable TV, internet, and the like. Licensee~~SEMA~~ shall contract for all Utility Services in Licensee~~SEMA~~'s name and pay all deposits, connectivity fees and use charges as they become due.

~~33.~~34. **ENVIRONMENTAL COMPLIANCE**: Licensee~~SEMA~~ shall not introduce, release, discharge, store, or dispose of any hazardous material or substance, as those terms are defined in Manatee County's Code of Ordinances, Chapter 2-13, Article III, Section 2-13-37, on the Property except as expressly authorized in writing by the County and in compliance with applicable law. Licensee~~SEMA~~ shall be solely responsible for any environmental contamination caused by its activities and shall promptly remediate such contamination in accordance with applicable law and County requirements at Licensee~~SEMA~~'s sole cost and expense.

~~34.~~35. **RESTORATION**: Licensee~~SEMA~~ shall restore all portions of the Property disturbed by its activities, excluding the authorized improvements installed pursuant to this Agreement, to a neat, safe, and functional condition deemed acceptable to the County Administrator or his or her designee. Such restoration shall include the repair of any damage caused by Licensee~~SEMA~~'s activities. All restoration required under this Article shall be completed prior to the expiration or earlier termination of this Agreement. If Licensee~~SEMA~~ fails to timely complete the required restoration, the County may perform or cause the restoration to be performed, and Licensee~~SEMA~~ shall reimburse the County for all associated costs.

~~35.~~36. **ANTI-HUMAN TRAFFICKING**: Licensee~~SEMA~~ shall provide County with a sworn affidavit (Anti-Human Trafficking Affidavit) signed by an officer or a representative of Licensee~~SEMA~~ under penalty of perjury attesting that Licensee~~SEMA~~ does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be in a form substantially

similar to Exhibit EG, attached hereto and incorporated herein by this reference, and be provided to County on or before the effective date. The Agreement shall not be effective unless and until the County receives the properly executed Anti-Human Trafficking Affidavit.

36.37. **E-VERIFY**: LicenseeSEMA 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, LicenseeSEMA certifies that, if applicable and required by law, LicenseeSEMA 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 LicenseeSEMA regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate this Agreement if it has a good faith belief that LicenseeSEMA has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, LicenseeSEMA will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

37.38. **INDEPENDENT CONTRACTOR**: LicenseeSEMA is an independent contractor and is not an employee, agent, joint venturer, or representative of the County.

38.39. **NON-DISCRIMINATION**: LicenseeSEMA 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 this 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, isare required to be included in this 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.

LicenseeSEMA 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 this Agreement, LicenseeSEMA agrees to include this provision in all subcontracts issued as a result of this Agreement.

39.40. **PUBLIC ENTITY CRIMES**: The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

40.41. **SCRUTINIZED COMPANIES**: Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by LicenseeSEMA that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. LicenseeSEMA further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. LicenseeSEMA acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil

penalties, attorney's fees, and/or costs. Licensee~~SEMA~~ further understands that this Agreement with County for goods or services of any amount may be terminated at County's option if Licensee~~SEMA~~ (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

~~41.~~42. **NO THIRD PARTY BENEFICIARIES**: This Agreement shall not confer any right, benefit, or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Agreement.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates written below.

Signed, sealed and delivered in the presence of two witnesses

LICENSEE:
SEMA CONSTRUCTION, INC., a Colorado corporation

_____
First Witness Signature ~~First~~

By: _____
Bradley Spies, District President Florida~~President~~

_____
First Witness Printed Name

Date: _____

_____
Second Witness Signature

_____
Second Witness Printed Name

STATE OF _____
COUNTY OF _____
Before me, a Notary Public, the foregoing instrument was acknowledged by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2026 by Bradley Spies as District President Florida~~President~~ of Sema Construction, Inc., a Colorado corporation, on behalf of the corporation, who

☐ is personally known to me or

☐ has produced _____ as identification.

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

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

My Commission Expires: _____

LICENSOR:
MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By:_____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By:_____
_____ Deputy Clerk

~~**EXHIBIT A**~~

~~LOCATION MAP OF LICENSED AREA~~



From: wtraveler56@gmail.com <wtraveler56@gmail.com>
Sent: Tuesday, September 15, 2026 7:41 PM
To: Tal Siddique <Tal@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>
Subject: Next Steps for the Seafood Shackv Property

Commissioners,

Good evening. I hope you all had a good Labor Day holiday weekend.

We note an agenda item for next week's BCC meeting is the request to finalize the agreement between SEMA Construction and Manatee County for use of a portion of the former Seafood Shack property as a staging area. At the July 28th BCC meeting, I shared that the CCCC supports the revised proposal which limits the staging area primarily to the south side of the property as separated from the north side by the humpback bridge over the canal. Thank you again for taking the concerns we shared at the June 16th BCC meeting into consideration and advising staff and SEMA Construction to modify the original proposal.

The supporting agenda documents for next week's meeting currently do not include the indicated exhibits to define the included area. Peter Morrow and Chad Butzow advised us that is because the exhibits are being prepared and that they will be added to the posted documents prior to the presentation. They also confirmed that nothing has changed with respect to the included areas versus what was discussed in July. Chad further advised the agenda topic may shift to the early October meeting pending resolution of final valuations for items in the proposal.

When the staging area proposal was initially presented at the June 16th BCC meeting, we asked about the status of the county's plans for the remaining property, including the option discussed at the December 16, 2025, BCC meeting to create a park-like area until a decision is reached for the long-term use of the property. If there is any information that can be shared with us in response to that question, we'd appreciate it. If not, could you please let us know when you expect additional information will be available?

In closing, on a personal note, I see on next week's agenda that a proclamation will be introduced establishing September as ovarian cancer awareness month. Thank you for raising community awareness on the impact of this disease and for supporting those who have fought or are currently fighting ovarian cancer. This recognition and your support mean a lot to them and to the family and friends who stand beside them!

Best regards,

Mark Silagy



LICENSE AGREEMENT

N
W E
S

MANATEE COUNTY
4110, 4316, 4323 AND 4327 127TH STREET WEST
CORTEZ, FLORIDA 34215
PID 7621700059, 7618500057,
7608000159 AND 7618700109

Manatee County FLORIDA

DISTRICT 3 - TAL SIDDIQUE

October 20, 2026 - Regular Meeting

Subject
Updates to Agenda - October 15, 2026

Category
ANNOUNCEMENTS

Briefings
None

Contact and/or Presenter Information
Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested
Updates incorporated appropriately

Enabling/Regulating Authority
N/A

Applicable Advisory Board
N/A

Background Discussion
Below are agenda updates (dated 10/15/26) for the meeting of October 20, 2026:

GENERIC PUBLIC COMMENTS
- This agenda item was updated with additional comments.

CONSENT AGENDA
Community and Veterans Services
Item 20, Approval and Execution of Modification of Mortgage between Manatee County and Blue CASL 41, LLC., Tracie Adams, Community and Veterans Services Department - District 4
- This agenda item was updated with a minor revision to the Cover Sheet deleting [PD1.1] from the Background Discussion (in strikethrough/underline format).

Financial Management
Item 25, Execution of Agreement No. 26-R090658TC for Street Sweeping Services for Property Management Department, Carmine DeMilio, Property Management Deputy Director, and Jeff Bare, Property Management Contracts Manager - Countywide
- This agenda item was updated with a public comment.

Natural Resources
Item 30, Approval of Tree Trust Fund Application for Robinson Preserve NEST; and Adoption of Budget Amendment Resolution B-27-012, Michael Elswick, Resource Management Division Manager - District 3

- This agenda item was updated with Budget Amendment Resolution B-27-012.

Property Management
Item 39, Execution of Conveyance and Construction Agreement between North River Village GEC, LLC and Manatee County, for property located at 6100 US 301 North, Ellenton, Florida 34222 - Peter Morrow, Property Acquisition Division Manager - District 1

- This agenda item was updated to revise the title of an attachment from Partially Executed Agreement w New Exhibit F to Partially Executed Conveyance and Construction Agreement (the agreement was not revised).

Item 63, Execution and Recording of Easement to Florida Power and Light (FPL) for property located at 3009 Lena Road Bradenton, Florida, 34211, Peter Morrow, Property Acquisition Division Manager - District 5

- This agenda item was added to the Agenda.

Utilities
Item 50, Adoption of Resolution R-26-137, approving the Pipeline Resiliency Project Facilities Plan, Patrick Shea, Utilities Director, and Chad Butzow, Chief Utilities Engineer

- This agenda item was updated with a revision to the Cover Sheet correcting the acronym for SAHM (in strikethrough/underline format).

REGULAR
Property Management
Item 57, Execution of Contract for Sale and Purchase from the Shelley N. Chilton Trust for Bunker Hill Preserve (Environmental Lands Candidate Property previously referred to as Taylor Grade Road Property); Adoption of Budget Amendment Resolution B-27-016; and Adoption of Budget Amendment Resolution B-27-017, Kara Koenig, Environmental Lands Program Manager - District 1

- This agenda item was updated with the revised Contract for Sale and Purchase.

Item 58, License Agreement with SEMA Construction, Inc., concerning a portion of County Property located in Cortez, Florida 34215, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with public comments and finalized attachments (Location Map, SEMA Anticipated Uses and SEMA License Agreement).

REPORTS
Development Services
Item 64, Public Comment and Workflow Modernization, David Morehead, Business Services Support Manager

- This agenda item was added to the Agenda.

COMMISSIONER AGENDA ITEMSI

Items for Discussion

Item 61, County Administrator Contract

- This agenda item was updated with a public comment.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

THIS INSTRUMENT PREPARED BY:
Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Cortez Bridge Replacement
PID NO: 7618500057, 7608000159, a portion of 7621700059, & 7618700109

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement"**) is made and entered into by **MANATEE COUNTY**, a political subdivision of the State of Florida, **("Licensor" or "County")** whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and, **SEMA CONSTRUCTION, INC.**, a Colorado corporation, authorized to do business in the State of Florida ("**Licensee"**) whose mailing address is 7353 South Eagle Street, Centennial, Colorado 80112. Licensor and Licensee are sometimes collectively referred to herein as "**Parties"** and individually as "**Party"**.

WHEREAS, Licensor is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in that certain Warranty Deed, recorded on January 3, 2025, in Official Records Instrument Number 202541000588, of the Public Records of Manatee County, Florida ("**Property"**); and

WHEREAS, Licensee has requested permission from the County to enter upon portions of the Property for specified limited purposes of conducting certain activities, including using portions of the Property for material staging and a field office location for the construction of the new Florida Department of Transportation State Road 684 Bridge Replacement Project ("**Project**"); and

WHEREAS, County entered into a Utility Work Schedule with the Florida Department of Transportation ("**FDOT**") associated with the Project, which contemplated completion of certain County utility relocation work ("**Relocation Work**") prior to commencement of FDOT construction; and

WHEREAS, completion of the Relocation Work has extended beyond the schedule contemplated by the Utility Work Schedule and has affected commencement of portions of Licensee's work on the Project; and

WHEREAS, Licensee and FDOT have taken actions to mitigate schedule impacts

associated with the Relocation Work, including adjustments to the Acquisition/Flexible Time provided under Licensee's contract with FDOT; and

WHEREAS, the County desires to license certain portions of the Property to Licensee in exchange for Licensee performing certain improvements within the Property, absorbing certain delay-related costs, and waiving and releasing the County from certain claims as hereinafter described; and

WHEREAS, as additional consideration for the license granted herein, Licensee has agreed to absorb, waive, and release certain delay-related costs associated with the County utility relocation work through October 15, 2026, subject to the terms provided herein; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, (Board) has determined that granting the requested license pursuant to the terms outlined herein is in the best interests of the County, its citizens, taxpayers, and business community; and

WHEREAS, Licensor desires to grant to Licensee the permission to enter onto the specified portions of the Property for the purposes herein described; and

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **EFFECTIVE DATE**: For purposes of this Agreement, the **Effective Date** shall be the date upon which the Agreement is executed by both Parties.

3. **EXHIBITS**: The exhibits attached, incorporated, and made a part of this Agreement are as follows:

Exhibit A, a location map of the area to be licensed hatched in purple (“Licensed Area”);
Exhibit B, a location map of the area to park, store, and fuel the County’s ferry boats hatched in blue;
Exhibit C, a location map of the area where a house is to be removed hatched in red;

Exhibit D, Insurance Coverage Requirements
Exhibit E, Anti-Human Trafficking Affidavit.

In the event of a conflict between the terms and conditions provided in the body of this Agreement and the Exhibit(s), the provisions contained within the body of this Agreement shall prevail unless the term or provision in the exhibit specifically states that it shall prevail.

4. **GRANT OF LICENSE**: Licensor hereby grants to Licensee, its employees, agents, invitees, consultants, contractors and subcontractors the non-exclusive right to enter onto the Licensed Area for the purposes of 1) staging and storage of materials, 2) other construction related needs, and 3) upon written approval of Licensor, not to be unreasonably withheld, all other purposes reasonably related to accomplishing the same, all at Licensee's sole cost and expense. Notwithstanding the license granted herein, Licensee's use of the Licensed Area shall not interfere with, impede, or otherwise adversely affect Licensor's use of any portion of the blue hatched area in Exhibit B for the parking, storage, servicing, fueling, operation, or maintenance of Licensor's ferry vessels.

5. **TERM**: The term of this Agreement and the license herein granted shall commence on the Effective Date and automatically expire, without further notice or action by either Party, at 11:59 p.m. on the date that is forty-eight (48) months after the Effective Date, unless earlier terminated by the Licensor pursuant to this Agreement or extended as a result of a Force Majeure Event as provided herein. Notwithstanding the foregoing, Licensor may (a) terminate this Agreement and the license herein granted for any reason upon one hundred twenty (120) days' prior written notice to Licensee and (b) immediately suspend or terminate this Agreement or the license herein granted upon written notice if the County determines that such action is necessary to protect public health, safety, welfare, County operations, or County property, or in the event of a breach of this Agreement by Licensee. Upon termination, Licensee shall immediately cease all activities and vacate the Property.

6. **CONSIDERATION FOR LICENSE**: In consideration for the license granted herein, the Licensee shall: (a) within one hundred twenty (120) days after the Effective Date, construct, at Licensee's sole cost and expense, an area to park, store, and fuel the County's ferry boats within the area hatched in blue as depicted in Exhibit B; (b) within one hundred twenty (120) days after the Effective Date, remove, at Licensee's sole cost and expense, the existing house located at 4327 127th Street West, Cortez, Florida 34215-2507, together with all related structures, utilities, and improvements within the area hatched in red, as depicted in Exhibit C; and (c) irrevocably waive, release, relinquish, and absorb without reimbursement or additional compensation from the

County, any and all claims, demands, causes of action, costs, expenses, damages, losses, liabilities, or other amounts of any kind arising out of, resulting from, or attributable to any delay in, or impact on, Licensee's work, performance, cost, or obligations caused by or relating to the Relocation Work associated with the Project, arising out of or relating to any event, circumstance, delay, impact or condition occurring or existing on or before October 15, 2026, whether such costs, claims, damages or other amounts are known or unknown, anticipated or unanticipated, accrued or unaccrued, or asserted before or after October 15, 2026. Licensee further agrees that it shall not seek, and hereby expressly waives any right to seek, from the County any extension of time, additional compensation, reimbursement, damages, or other relief arising from or attributable to the Relocation Work or any event, circumstance, delay, impact, or condition occurring or existing on or before October 15, 2026.

Licensee shall not submit, sponsor, pass through, assign, or otherwise seek recovery from the County, either directly or indirectly through FDOT or any other third party, of any claim, cost, damage or other amount waived and released pursuant to this Agreement.

7. **NO ADMISSION; PRESERVATION OF RIGHTS**: Nothing in this Agreement shall be construed as an admission by the County of liability, responsibility, fault, entitlement, causation, or the validity or amount of any claim, cost, loss, damage, or other amount arising out of or relating to the Relocation Work. Except for the waiver, release, and other obligations expressly provided herein with respect to any claim, cost, damage, loss, or other amount arising out of or relating to any event, circumstance, delay, impact, or condition occurring or existing on or before October 15, 2026, nothing in this Agreement shall be construed to establish, expand, diminish, waive, release, or otherwise determine any right, claim, remedy, or obligation of either Party arising from any event, circumstance, delay, impact, or condition occurring or existing after October 15, 2026. The Parties' respective rights and obligations with respect to any such matters occurring or existing after October 15, 2026, shall remain unaffected by this Agreement.

8. **ASSIGNABILITY**: The Parties may not assign this Agreement, or any right or obligation under this Agreement, without the prior written consent of the other Party. The license granted herein is personal to Licensee and may not be assigned or transferred without prior written consent of the Licensor.

9. **AMENDMENTS**: This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by an instrument in writing executed by the Parties hereto. All amendments are subject to acceptance and approval by the Board.

10. **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.

11. **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 have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute this Agreement.

12. **BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

13. **COOPERATION**: Upon Licensee's written request, Licensor shall reasonably cooperate with Licensee and Licensee's representatives in connection with Licensee's efforts to obtain permits and approvals necessary to perform its obligations under this Agreement. Such cooperation shall be limited to executing applications, authorizations, consents, or other documents that the Licensor, in its reasonable discretion, determines are appropriate solely to evidence the Licensee's right to perform the activities authorized or required pursuant to this Agreement. Nothing herein shall require the Licensor to incur any cost or expense, assume any liability or obligation, make any representation or warranty, waive any right, or endorse or support any permit application or proposed improvements. Any authorization for the Licensee to act on the Licensor's behalf shall be limited solely to the specific approval or permit for which such authorization is expressly granted in writing by the Licensor and shall not create a general agency relationship or authorize the Licensee to bind the Licensor in any respect.

14. **ENTIRE AGREEMENT**: This Agreement and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the license of the Licensed Area and other obligations of the Parties and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

15. **GOVERNING LAW; VENUE**: The Agreement is governed by Florida law.

The venue for any dispute regarding this Agreement, if in state court, shall be exclusively in Manatee County, Florida, and, if in federal court, shall be in the Middle District of Florida, Tampa Division.

16. **PUBLIC RECORDS**: Notwithstanding any other provision of this 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. This provision shall survive the termination or expiration of the Agreement.

Pursuant to Section 119.0701, Florida Statutes, to the extent Licensee is performing services on behalf of the County, Licensee shall:

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

B. 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.

C. 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 Licensee does not transfer the records to the County.

D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Licensee or keep and maintain public records required by the County to perform the service. If Licensee transfers all public records to the County upon completion of the Agreement, Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensee keeps and maintains public records upon completion of the Agreement, Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: 941.742.5845
EMAIL: LACY.PRITCHARD@MYMANATEE.ORG

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

17. **FORCE MAJEURE**: No Party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a pandemic, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing Party is unable in whole or in part to prevent or overcome (**Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement. If a Force Majeure Event prevents the Licensee from using the Licensed Area as permitted under this Agreement prior to the termination of this license, the term of this license shall automatically extend for an additional forty-five (45) days.

18. **HEADINGS**: The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

19. **INTERPRETATION**: Each Party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against any Party, whether under any rule of construction or otherwise. On the contrary, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

20. **NO DEVELOPMENT RIGHTS CONFERRED**: Nothing herein shall be construed or deemed as giving approval for any development of the Property or any property. Nothing contained in this Agreement shall (i) create any development rights in

favor of Licensee; (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 property unless separately approved by the Board pursuant to County ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, and development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of applicable and relevant county and/or city governments. Licensee must apply for and receive all required land use approvals and federal, state, and local permits required, if any, to use the Property in accordance with this Agreement. This Agreement does not obligate the County to issue any permits to Licensee and does not relieve Licensee of the necessity to comply with the applicable law, procedural and substantive, governing said permitting requirements. Nothing contained herein shall be deemed or construed to require Licensor, the Manatee County Planning Commission or the Board to approve any applications submitted by Licensee relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

21. **NOTICE**: Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties ("**Notices"**) shall be in writing and sent by hand delivery or by registered or certified U.S. mail, postage prepaid, to the following addresses (or to such other address as either Party may designate by delivery of prior notice to the other Party):

If to Licensee: Sema Construction, Inc.
7353 South Eagle Street
Centennial, Colorado 80112

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

And Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to

which such notice is given or five (5) days after mailing, whichever occurs first.

22. **SEVERABILITY**: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

23. **CONDITION OF THE PROPERTY**: Licensee shall accept the Property "as is" and expressly acknowledges and agrees that:

A. Licensor has made no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the Licensee;

B. Licensor bears no liability or responsibility to Licensee for same;

C. Licensee accepts all responsibility to maintain and repair the Property, at Licensee's expense from the Effective Date until termination of the Agreement;

D. Licensor is not obligated to fund any future improvements or renovations to the Property.

E. Licensee waives any claims against the County by Licensee or anyone claiming by, through, under, or against Licensee or County for (1) any defects and damages that may exist at the Property from the Effective Date until termination of this Agreement and (2) any defects and damages that may be discovered by Licensee or anyone.

24. **INDEMNIFICATION**: Licensee shall indemnify, defend, keep, save and hold harmless Licensor, its agents, officials, and employees from all claims, suits, actions or proceedings for injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses (including attorney's fees in the lower court and through appeal) which may accrue or be asserted against the County, arising out of Licensee's use of, and activities on, the Property and Licensee's performance of, or its failure to perform its obligations pursuant to this Agreement, or the use of the Property by Licensee whether or not contemplated under the terms of this Agreement, whether or not it shall be alleged or determined that the cause of action arose through negligence or omission of Licensee or

its employees, or of the subcontractors or its employees, if any, or the agents of Licensee. Licensee shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of Licensee shall in no way limit Licensee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Licensee's obligation and promise to indemnify, defend, save and hold harmless the County shall not obligate Licensee to do so for any damages to the extent that they arise from any negligent or intentional acts of the County, or any of its officials, agents or employees. The obligations of Licensee pursuant to this Article of this Agreement shall survive the termination of this Agreement and shall continue until such time as any and all claims arising out of Licensee's performance or failure to perform under the terms of this Agreement and use of the Property by Licensee have been finally settled, regardless of when such claims may be made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, the County, shall give notice to Licensee within fourteen (14) days of receipt in accordance with this Agreement. Upon receipt of notice, Licensee, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. Nothing in or under this Agreement shall be deemed to affect the right of the County to provide its own defense and recover from Licensee attorneys' fees and expenses associated with such representation, or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the County as provided for in Florida law, including but not limited to Section 768.28, Florida Statutes, or any successor provision, addressing or relating to sovereign immunity. The indemnity provided by Licensee under this Article shall not apply in the following two circumstances

- To any settlement agreement entered into by the County without the written consent of Licensee; and
- To any claim or expense of attorneys' or other professionals' fees incurred because of the County retaining separate counsel, in addition to counsel provided by Licensee, provided that the County has approved counsel provided by Licensee.

Licensee shall require any contractors or subcontractors of Licensee permitted by Licensee to perform work pertaining to Licensee's activities under this Agreement to provide the County with the same indemnification required of the Licensee pursuant to this Article of this Agreement

25. **LIENS**: Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to indemnify and hold County harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property. Licensee shall also be obligated to remove and discharge any lien recorded against the Property arising from the exercise of the rights set forth herein by Licensee and Licensee's employees, agents, and contractors.

26. **INSURANCE**: Licensee shall, for the duration of the Agreement, and at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance coverage that meets or exceeds the minimum requirements and limits specified in Exhibit D, attached hereto and incorporated herein by this reference.

27. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of seven days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to four P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

28. **WAIVER**: The failure or neglect by any Party to enforce any right under this Agreement shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

29. **TERMINATION OF RIGHT OF ENTRY AGREEMENT**: Effective upon the Effective Date of this Agreement, the Right of Entry Agreement effective June 16, 2026, shall be deemed terminated and superseded by this Agreement, except for any provisions of the Right of Entry Agreement that expressly survive termination.

30. **COMPLIANCE WITH LAWS/PERMITS**: Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and

employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct or have conducted pursuant to this Agreement.

31. **NOT REAL PROPERTY INTEREST**: It is expressly understood that this Agreement does not in any way whatsoever grant or convey any easement, lease, or other interest in the Property to Licensee.

32. **CONTINUING LIABILITY**: Termination of this Agreement shall not release Licensee from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Agreement and restoration of the Property in accordance with this Agreement.

33. **UTILITY SERVICES:** Licensee shall pay the full cost and expense associated with all Utility Services to the Property. For the purposes hereof "Utility Services" shall include without limitation, electricity, water, sewer and trash collection, telephone, security system, gas, cable TV, internet, and the like. Licensee shall contract for all Utility Services in Licensee's name and pay all deposits, connectivity fees and use charges as they become due.

34. **ENVIRONMENTAL COMPLIANCE**: Licensee shall not introduce, release, discharge, store, or dispose of any hazardous material or substance, as those terms are defined in Manatee County's Code of Ordinances, Chapter 2-13, Article III, Section 2-13-37, on the Property except as expressly authorized in writing by the County and in compliance with applicable law. Licensee shall be solely responsible for any environmental contamination caused by its activities and shall promptly remediate such contamination in accordance with applicable law and County requirements at Licensee's sole cost and expense.

35. **RESTORATION**: Licensee shall restore all portions of the Property disturbed by its activities, excluding the authorized improvements installed pursuant to this Agreement, to a neat, safe, and functional condition deemed acceptable to the County Administrator or his or her designee. Such restoration shall include the repair of any damage caused by Licensee's activities. All restoration required under this Article shall be completed prior to the expiration or earlier termination of this Agreement. If Licensee fails to timely complete the required restoration, the County may perform or cause the restoration to be performed, and Licensee shall reimburse the County for all associated costs.

36. **ANTI-HUMAN TRAFFICKING**: Licensee shall provide County with a sworn affidavit (Anti-Human Trafficking Affidavit) signed by an officer or a representative of Licensee under penalty of perjury attesting that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be in a form substantially similar to Exhibit E, attached hereto and incorporated herein by this reference, and be provided to County on or before the effective date. The Agreement shall not be effective unless and until the County receives the properly executed Anti-Human Trafficking Affidavit.

37. **E-VERIFY**: Licensee 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, Licensee certifies that, if applicable and required by law, Licensee 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 Licensee regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate this Agreement if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Licensee will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

38. **INDEPENDENT CONTRACTOR**: Licensee is an independent contractor and is not an employee, agent, joint venturer, or representative of the County.

39. **NON-DISCRIMINATION**: Licensee 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 this 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, is required to be included in this 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.

Licensee 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 this Agreement, Licensee agrees to include this provision in all subcontracts issued as a result of this Agreement.

40. **PUBLIC ENTITY CRIMES**: The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

41. **SCRUTINIZED COMPANIES**: Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Licensee that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the

Scrutinized Companies with Activities in Iran Terrorism Sectors List. Licensee further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Licensee acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Licensee further understands that this Agreement with County for goods or services of any amount may be terminated at County's option if Licensee (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

42. **NO THIRD PARTY BENEFICIARIES**: This Agreement shall not confer any right, benefit, or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Agreement.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates written below.

Signed, sealed and delivered in the presence of two witnesses

Zoie Decker
First Witness Signature

Zoie Decker
First Witness Printed Name

Second Witness Signature

Jeremy P. Welch
Second Witness Printed Name

LICENSEE:
SEMA CONSTRUCTION, INC., a Colorado corporation

By: _____
Bradley Spies, District President Florida

Date: 10/1/26

STATE OF Florida.
COUNTY OF Orange.

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

☑ physical presence or

☐ online notarization

this 1 day of October, 2026 by Bradley Spies as District President Florida of Sema Construction, Inc., a Colorado corporation, on behalf of the corporation, who

☑ is personally known to me or

☐ has produced _____ as identification.

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

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

My Commission Expires: _____

JENNIFER FINNEMORE NOTARY PUBLIC MY COMMISSION EXPIRES 6-19-2028 STATE OF FLORIDA COMMISSION NUMBER HH 531584

LICENSOR:
MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By:_____
Deputy Clerk

EXHIBIT A



AREA TO BE LICENSED

N
W E
S

MANATEE COUNTY
4110, 4316, 4323 AND 4327 127TH STREET WEST
CORTEZ, FLORIDA 34215
PID 7621700059, 7618500057,
7608000159 AND 7618700109

Manatee County FLORIDA

DISTRICT 3 - TAL SIDDIQUE

EXHIBIT B



N
W E
S

AREA TO PARK, STORE, AND FUEL THE COUNTY'S BOATS

MANATEE COUNTY
4330 127TH STREET WEST
CORTEZ, FLORIDA 34215
PID 7618500057

DISTRICT 3 - TAL SIDDIQUE

Manatee County FLORIDA

EXHIBIT C



N
W E
S

HOUSE TO BE REMOVED

MANATEE COUNTY
4327 127TH STREET WEST
CORTEZ, FLORIDA 34215 PID 7618700109

DISTRICT 3 - TAL SIDDIQUE

Manatee County FLORIDA

EXHIBIT D
INSURANCE AND BOND REQUIREMENTS

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of Licensee. Licensee, prior to execution of agreement, shall provide to the Procurement Division proof of the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES FOR AGREEMENT:

1. ☒ **Commercial General Liability Insurance:**

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ 1,000,000 Single Limit Per Occurrence
- $ 2,000,000 Aggregate
- $ 1,000,000 Products/Completed Operations Aggregate
- $ 1,000,000 Personal and Advertising Injury Liability
- $ 50,000 Fire Damage Liability
- $ 5,000 Medical Expense, and
- $ 1,000,000, Third Party Property Damage

This policy shall contain severability of interests' provisions.

2. ☒ **Employer's Liability Insurance:**

Coverage limits of not less than:

- $100,000 Bodily Injury by Accident {Each Accident}
- $100,000 Bodily Injury by Disease {Each Employee}
- $500,000 Bodily Injury by Disease {Policy Aggregate}

3. ☒ **Worker's Compensation Insurance:**

☒ **US Longshoremen & Harbor Workers Act Coverage**

☒ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must include US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

NOTE: Workers' Compensation coverage is a firm requirement. If claiming an exemption, an exemption certificate issued by the State of Florida must be provided. The exemption certificate is only approved for the individual named on the certificate.

OTHER INSURANCES THAT MAY BE REQUIRED:

4. ☒ **Automobile Liability Insurance:**

Coverage shall be afforded under a per occurrence policy form, including coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ 1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $ 500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $ 500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

5. ☒ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the Agreement. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 1,000,000 General Aggregate

6. ☒ **Builder's Risk Insurance and/or Proof of Contractor's Equipment Coverage via Inland Marine or Property Policy**

INSURANCE REQUIREMENTS:

I. All policies shall contain, or be endorsed to contain, the following provisions:

a. **"Manatee County, a Political Subdivision of the State of Florida,"** shall be named as an Additional Insured in respect to liability arising out of activities performed by or on behalf of the Licensee, his agents, representatives, and employees; products and completed operations of the Licensee; automobiles owned, leased, hired, or borrowed by the Licensee, and as required per the above specific insurance requirements. The coverage(s) shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers. This subsection a. is not applicable to Professional Liability and Workers' Compensation.

b. A Certificate of Insurance shall be provided to the County's Procurement Official and shall include the endorsement that evidences the County being listed as an Additional 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 Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

c. The Licensee '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 in excess of Licensee's insurance and shall be non-contributory.

d. The insurance policies shall be on an occurrence form, unless specifically noted otherwise.

e. Licensee's insurer shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by Licensee for the County.

f. Prior to the execution of an Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as the Agreement remains in effect, Licensee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or Agreement number, and title or description) for all required coverages and evidencing the applicable coverages, as set forth above, name "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured.

In addition, when requested in writing from the County, Licensee shall provide the County with a certified copy of all requested insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Purchasing Division - Procurement
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

g. The agreement number, and title or description shall be listed on each Certificate of Insurance or policy.

h. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) to the County's procurement representative that the aggregate limit has not been eroded when supplying the Certificate of Insurance.

i. Licensee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the County's procurement representative including solicitation number and title with all notices.

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

k. Licensee waives all subrogation rights against "Manatee County, a Political Subdivision of the State of Florida," for all losses or damages which occur during, or arise from, the Agreement, whether the suit is brought during the Agreement period or not.

l. Licensee has sole responsibility for all insurance premiums and policy deductibles.

m. It is the Licensee's responsibility to ensure that his agents, representatives, and subcontractors comply with the insurance requirements set forth herein. Licensee shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Licensee shall furnish separate Certificates of Insurance and endorsements naming "Manatee County, a political subdivision of the State of Florida" as an Additional Insured for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the same requirements set forth herein.

n. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Licensee's deductible or self-insured retention and to require that it be reduced or eliminated.

II. Licensee understands and agrees that the types and limits of coverages listed herein 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 the insurance coverages and/or Additional Insured status shall not be construed as a waiver of Licensee's obligation to provide and maintain the insurance coverages specified.

III. Licensee 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 Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

IV. The enclosed Hold Harmless Agreement shall be signed by the Licensee and shall become a part of the Agreement.

V. No award shall be made until the Purchasing Division - Procurement has received the Certificate of Insurance, Endorsements, and signed Hold Harmless Agreement in accordance with this section.

Manatee County, a Political Subdivision of the State of Florida
Indemnity and Hold Harmless

Licensee shall defend, indemnify and hold harmless the County, its officers, agents, employees, volunteers, representatives, and assigns from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of Licensee, its officers, employees, representatives, and/or agents' performance or non-performance of its obligations under the Agreement. Licensee recognizes the broad nature of this indemnification and hold harmless clause, as well as the duty to defend the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of this indemnity, hold harmless, and indemnification contractual obligation, in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Licensee of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this exhibit of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes or waive the County's sovereign immunity to the extent applicable.

AGREEMENT NUMBER AND/OR NAME - 1863711447
INSURANCE AGENT - HOLMES MURPHY & ASSOCIATES
CONTRACTOR SIGNATURE **DATE**

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20____ by _____ [YOUR FULL LEGAL NAME], who is

personally known to me or who has produced _____ as

identification.

Notary Signature _____

Print Name: _____

EXHIBIT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

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

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

1. I am the District President Florida of Sema Construction, Inc., a Colorado corporation (Entity). 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.

Bradley Spies

_____
Signature

STATE OF _____
COUNTY OF _____

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

☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Bradley Spies, who

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

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

_____ My Commission Expires: _____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



CONTRACTOR ANTICIPATED USE:

AREA 1
-Crane Access Trestle
-Material Delivery and Storage

AREA 2
-Contractor Material Assembly / Staging and Parking

AREA 3 (North & South)
-Office Trailers
-Material Storage

ANTICIPATED VARIOUS IMPROVEMENTS:

AREA 1
-County boat storage & fueling

AREA 3
-Site grading

AREA 4
-Demolition of Existing Structure
-Potential overflow business parking



LICENSE AGREEMENT

N
W E
S

MANATEE COUNTY
4110, 4316, 4323 AND 4327 127TH STREET WEST
CORTEZ, FLORIDA 34215
PID 7621700059, 7618500057,
7608000159 AND 7618700109

Manatee County FLORIDA

DISTRICT 3 - TAL SIDDIQUE

From: wtraveler56@gmail.com <wtraveler56@gmail.com>
Sent: Wednesday, October 14, 2026 9:10 AM
To: Tal Siddique <Tal@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>
Cc: Jim Christenson <christensonjlouis@gmail.com>; Jim McConnell <jamesdmcconnell@gmail.com>; Karen Davis <karendavishomes@gmail.com>; Kathleen Strakes <kstrakes@gmail.com>; Katie Tarbet <kitarbet@gmail.com>; Michael Albert <michaelalbert233@gmail.com>; Mike Dorney <mdorney00@outlook.com>; Roger Rottschafer <rrotts13@gmail.com>
Subject: Agenda Topic 58 for October 20th BCC Meeting
Importance: High

Commissioners,

Below is an email sent to Chad Butzow and Peter Morrow yesterday with others copied regarding agenda item 58 for next week's BCC meeting. The document attachments were included. The agenda topic is the planning team's request for your approval to finalize the 4-year lease agreement with Sema Construction for their use of the former Seafood Shack property as a staging area for the bridge replacement project.

In the absence of a reply to our email, given it is critical approval of the lease agreement not be further delayed so bridge construction can commence once the county completes utility work in the area, I am sending this to you now in the hope outstanding concerns can be resolved prior to Tuesday's meeting.

The proposal as submitted does not reflect what was discussed in our July conference call with the planning team and Sema representatives. Specifically:

1. Sema is no longer committing to repair/replace the existing seawall for the property.
2. The parking area the county proposes to make available for Sema to use for overflow has been extended to include the entire waterfront on the north side of the property formerly occupied by the Seafood Shack restaurant, Wave's Boat Club, and the marina. This effectively eliminates the possibility of creating the desired green space/park area that has been discussed at prior BCC meetings, or for any subsequent development of the area to be pursued until the bridge construction is complete in late 2030 or 2031.

During the July 10th call, we were told the overflow parking area would be restricted to the footprint of the former restaurant. In an email sent July 12th following the call, we suggested using the vacant parking area on the opposite side of 127th street parallel to 126th street instead to free up the entire waterfront. This is highlighted in the email string below.

Point 2 is particularly concerning given there is a large vacant parking lot directly across 127th Street available for Sema's use for overflow parking area. There is **no reason** the waterfront, which is the most desirable and valuable portion of the property, should be allocated to Sema to use as an overflow parking lot when a perfectly suitable vacant parking area paralleling 126th street is available right across the street (see attached photos).

After four months of discussion on this proposal, it is very disappointing it will result in the county receiving so little value for granting Sema Construction property use rights for 48 months and will leave the local residents and broader community with a barren, unusable wasteland for another 4 years on top of the 2 years it has already been vacant.

As proposed, this outcome will only serve to reinforce those who support Florida Amendment 3.

Regards,

Mark Silagy
CCCC Board Member

From: wtraveler56@gmail.com <wtraveler56@gmail.com>
Sent: Tuesday, October 13, 2026 12:45 PM
To: 'Chad Butzow' <chad.butzow@mymanatee.org>; 'Ogden Clark' <Ogden.Clark@mymanatee.org>; 'Peter Morrow' <peter.morrow@mymanatee.org>; 'Justin Oakes' <joakes@sema.inc>; 'Mike Hill' <mhill@sema.inc>
Cc: 'Jim McConnell' <jamesdmcconnell@gmail.com>; 'Karen Davis' <karendavishomes@gmail.com>; 'Kathleen Strakes' <kstrakes@gmail.com>; 'Katie Tarbet' <KITarbet@gmail.com>; 'Michael Albert' <michaelalbert233@gmail.com>; 'Jim Christenson' <christensonjlouis@gmail.com>; 'Roger Rottschafer' <rrotts13@gmail.com>
Subject: RE: Agenda Topic for September 22nd BCC Meeting

Chad and Peter.

We note the final license agreement proposal is agenda item 58 for next Tuesday's BCC meeting. We reviewed the attached documentation and have some questions/concerns. We'd appreciate receiving your thoughts/clarification on them before Tuesday's meeting.

1. The original agreement discussed included Sema refacing the entire seawall. Unless we missed it, it appears that is no longer included.
2. In its place, the county is receiving $1.4M of value through the waiver of estimated costs Sema believes they have or will incur due to the county's delay in completing utility work.

    a. I walk the area almost daily and haven't observed any slowdown in work. It's been very active (and impressive) every day with preconstruction activities.
    b. Admittedly, we don't know if there was essential work Sema planned to do that couldn't be accomplished. If there was, it would be helpful to know what it was given it's been valued at $1.4M and Sema was granted a 173-day extension by FDOT to complete the project.
3. What is the county using for the fair market lease value for the property over the 48 + 5-month term Sema has/will been using it? We offered an estimated lease value in our initial comments back in June.
4. In our conference call with you and those on this email on July 10, it was our understanding that the waterfront parking area that would be allocated for Sema vehicles on the north side of the humpback bridge would be limited to the physical footprint that the restaurant occupied, leaving the remaining waterfront to the north available for any development of a park-like area the commissioners discussed as possibility.
    a. The document attached to next Tuesday's agenda (also attached to this email) doesn't reflect that.
    b. You may also recall that immediately following our call on July 10, we sent an email asking if Sema could use a section of the old Seafood Shack parking lot that parallels 126th street instead of the waterfront area to leave the entire waterfront available for alternative use/development. We never received a reply.
    c. As proposed, all the most desirable waterfront property has been allocated to Sema for parking, leaving it unusable for alternative development/use for the next 4 years, which for the community will be 6 years since the property was acquired by the county.

Best regards,

Mark Silagy

From: Chad Butzow <chad.butzow@mymanatee.org>
Sent: Tuesday, September 15, 2026 1:37 PM
To: wtraveler56@gmail.com; Ogden Clark <Ogden.Clark@mymanatee.org>; Peter Morrow <peter.morrow@mymanatee.org>; 'Justin Oakes' <joakes@sema.inc>; 'Mike Hill' <mhill@sema.inc>
Cc: 'Jim McConnell' <jamesdmcconnell@gmail.com>; 'Karen Davis' <karendavishomes@gmail.com>; 'Kathleen Strakes' <kstrakes@gmail.com>; 'Katie Tarbet' <KITarbet@gmail.com>; 'Michael Albert' <michaelalbert233@gmail.com>; Jim Christenson <christensonjlouis@gmail.com>; 'Roger Rottschafer' <rrotts13@gmail.com>
Subject: Re: Agenda Topic for September 22nd BCC Meeting

We will make sure we get the map updated and shared with you.

I also want to make sure we are open with you that this item may get deferred to October 6. It is not our desire, but are still trying to make deal with how we can deal with the value of the work proposed by SEMA.

Chad

Get Outlook for iOS

From: wtraveler56@gmail.com <wtraveler56@gmail.com>
Sent: Tuesday, 15 September 2026 11:38:28
To: Ogden Clark <Ogden.Clark@mymanatee.org>; Chad Butzow <chad.butzow@mymanatee.org>; Peter Morrow <peter.morrow@mymanatee.org>; 'Justin Oakes' <joakes@sema.inc>; 'Mike Hill' <mhill@sema.inc>; Peter Morrow <peter.morrow@mymanatee.org>
Cc: 'Jim McConnell' <jamesdmcconnell@gmail.com>; 'Karen Davis' <karendavishomes@gmail.com>; 'Kathleen Strakes' <kstrakes@gmail.com>; 'Katie Tarbet' <KITarbet@gmail.com>; 'Michael Albert' <michaelalbert233@gmail.com>; Jim Christenson <christensonjlouis@gmail.com>; 'Roger Rottschafer' <rrotts13@gmail.com>
Subject: Agenda Topic for September 22nd BCC Meeting

Good morning.

The agenda for next Tuesday's BCC meeting includes approval to finalize the agreement between Manatee County and Sema Construction for the use of county property to support the bridge construction project.

The supporting documents for that agenda item are attached. The exhibits referenced in item 3 of the SEMA License Agreement are missing from the documentation. They are key to confirming what parcels of land will be included in the final agreement, which was the focus of our discussion with the county commissioners in the July BCC meeting.

Would you please send a copy of those exhibits to me and all CCCC board members copied on this message so we can review them prior the meeting, and attach them to the documentation in the agenda?

Thank you.

Mark Silagy

From: Ogden Clark <Ogden.Clark@mymanatee.org>
Sent: Monday, July 27, 2026 3:48 PM
To: wtraveler56@gmail.com; Chad Butzow <chad.butzow@mymanatee.org>; Peter Morrow <peter.morrow@mymanatee.org>; 'Justin Oakes' <joakes@sema.inc>; 'Mike

Hill' <mhill@sema.inc>; Peter Morrow <peter.morrow@mymanatee.org>
Cc: Jim McConnell <jamesdmcconnell@gmail.com>; Karen Davis <karendavishomes@gmail.com>; Kathleen Strakes <kstrakes@gmail.com>; Katie Tarbet <KITarbet@gmail.com>; Michael Albert <michaelalbert233@gmail.com>; Patty DePietto <pdpny2016@gmail.com>; Roger Rottschafer <rrotts13@gmail.com>
Subject: RE: Follow-up to Friday's call

Good Afternoon All,

I am writing to update you on developments regarding efforts to reach an acceptable agreement among all parties involved in and affected by the construction of the Cortez Bridge. At tomorrow's Board of County Commissioners meeting, the following agreement will be up for approval: Execution of First Amendment to Right of Entry Agreement with Sema Construction, Inc., Concerning a Portion of the County Property located in Cortez, Florida 34215 - District 3 (68241)

Please note that this agreement extends the current ROW entry agreement for the 2 parcels south of the bridge on 127th Street. However, it does not authorize or finalize the details about the use of the parcels north of the bridge, nor the planned improvements. This temporary extension is needed to keep the project moving forward, while also allowing more time to obtain cost estimates for the proposed SEMA-constructed improvements on site.

I hope this information is helpful and that some of you can be present to speak in support of the outreach efforts and final agreement in the future. The first chance to approve and schedule a final agreement for adoption by the BCC is August 25th. I will send a confirmation email to all once I know when the agreement is scheduled for adoption.

Best regards,

Ogden Clark III | Communications Coordinator
Manatee County Government
Government Relations Department
9000 Town Center Parkway
Lakewood Ranch, FL 34202

Ogden.Clark@mymanatee.org
(Office) (941) 708-7450 x7432

(Cell) 941-290-8343

Under Public Records Act, email communications sent to and from this address may be subject to public disclosure.
Please be advised that any correspondence may be retained as a public record and could be disclosed upon request.

From: wtraveler56@gmail.com <wtraveler56@gmail.com>
Sent: Sunday, July 12, 2026 6:48 PM
To: Chad Butzow <chad.butzow@mymanatee.org>; Ogden Clark <Ogden.Clark@mymanatee.org>; Peter Morrow <peter.morrow@mymanatee.org>; 'Justin Oakes' <joakes@sema.inc>; 'Mike Hill' <mhill@sema.inc>; Peter Morrow <peter.morrow@mymanatee.org>
Cc: Jim McConnell <jamesdmcconnell@gmail.com>; Karen Davis <karendavishomes@gmail.com>; Kathleen Strakes <kstrakes@gmail.com>; Katie Tarbet <KITarbet@gmail.com>; Michael Albert <michaelalbert233@gmail.com>; Patty DePietto <pdpny2016@gmail.com>; Roger Rottschafer <rrotts13@gmail.com>
Subject: Follow-up to Friday's call

Gentlemen,

Thank you again for taking the time to speak with us Friday, for sharing the revised plan for the staging area to submit to commissioners, and for considering our input from the June 16th BCC meeting in the plan revisions. We support what you are proposing.

I shared the update with our members and received a question and a request.

The question was regarding the vehicle parking area on the north side of the humpback bridge in the space that used to be where the Seafood Shack restaurant was located. They asked if another option could be to use a section of what was the former restaurant parking lot for that purpose instead which would then free up the entire waterfront area for potential development. If you'll let me know your thoughts on that, I'll share your response with our members.

The request involves another issue which will also impact Mike and his crew at Sema Construction after construction commences.

At times, and especially on weekends and holidays, the traffic heading westbound on Cortez Road West to cross the bridge can get very heavy and can back up for more than a mile down Cortez Road West before the intersection at 119th Street. When that occurs, many locals take 119th Street to detour through our neighborhoods to get to 127th Street to jump the queue of vehicles at a standstill on Cortez Road West. The traffic then backs up down 127th street, over the humpback bridge, and down 126th Street. Sometimes it cascades down Harbour Landings Boulevard as well. The detouring traffic often blocks the intersection at the humpback bridge. Residents trying to get home or exiting the neighborhood get caught up in this gridlock.

This congestion will also impact the Sema crews operating in the staging area and trying to move to/from Cortez Road West. When the traffic flow changes requiring vehicles to use Hunter's Point Way to access Cortez Road West, the problem will continue and may get even worse.

We understand it isn't illegal to detour through the neighborhood. That notwithstanding, this detouring traffic often exceeds the speed limit in the rush to try and beat the traffic queue and there have been several accidents. If there's anything the county can do to discourage/stop this detouring, especially during the construction, it would be much appreciated. Residents in the communities along Harbour Landings Boulevard are separately working with the county to install speed bumps in an attempt to curtail the speeding.

Best regards,

Mark




SPEED
25


Observer



Public Comment

Manatee County Government

Submitted On:
Oct 14, 2026, 11:22AM EDT

Full Name	**First Name:** Julie **Last Name:** Albert
Email	jlalbert77@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	October 20, 2026
Topic/Agenda Item	58
Comment	As a resident of Mariners Cove, I am not in agreement with SEMA using the former Seafood Shack restaurant & parking area's for employee parking. This would delay the restoration and beautification of this land which is directly adjacent to 127th Street, my direct route to enter my home. The bridge completion is slated for 4 year's out. Thank you for hearing my concern. Julie Albert

Public Comment

Manatee County Government

Submitted On:
Oct 14, 2026, 11:23AM EDT

Full Name	**First Name:** Julie **Last Name:** Albert
Email	jlalbert77@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	October 20, 2026
Topic/Agenda Item	58
Comment	As a resident of Mariners Cove, I am not in agreement with SEMA using the former Seafood Shack restaurant & parking area's for employee parking. This would delay the restoration and beautification of this land which is directly adjacent to 127th Street, my direct route to enter my home. The bridge completion is slated for 4 year's out. Thank you for hearing my concern. Julie Albert

Public Comment

Manatee County Government

Submitted On:
Oct 14, 2026, 11:48AM EDT

Full Name	**First Name:** Bruce **Last Name:** McCreedy
Email	bmccreedy22@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	October 20, 2026
Topic/Agenda Item	Item 58, License Agreement with Sema Construction, Inc.
Comment	After several meetings and discussions with county Commissioners over the last six months regarding the use of the former Seafood Shack property, it is very disappointing to learn that the "final" revised version of the proposal falls far short of what we understood was previously agreed. It would seem that the Commissioners do not place much value on the concerns of the citizens who live in Cortez, especially those whose homes are near the former Seafood Shack property and for which the affected streets and traffic congestion will be most severely affected by the proposed Agreement with Sema Construction, Inc. As a group, we formed the Concerned Citizens of Cortez Coalition (CCCC) and have taken a reasonable and respectful approach towards discussions with the Commissioners in the hopes that our quality of life would be taken into consideration as part of the "final" Agreement. We sincerely hope that the Agreement will not be finalized in its current form and changes will be made to limit the extent of negative impact to the lives and property values of citizens who will be most impacted.

Public Comment

Manatee County Government

Submitted On:
Oct 14, 2026, 11:58AM EDT

Full Name	**First Name:** Deborah **Last Name:** Everett
Email	debeverett606@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	October 20, 2026
Topic/Agenda Item	Item 58 LicenseAgreement with SEMA Construction
Comment	I do not support SEMA Construction using waterfront parcel of Seafood Shack for overflow parking. They should leave the waterfront area alone for the residents who have to live with all of this construction issue for the next four years and park across the street in vacant lot. We the citizens of Cortez are already losing our opinions due to commissioners not listening to the people.Leave the beauty of the waterfront alone! Where is the promised green space??

Public Comment

Manatee County Government

Submitted On:
Oct 14, 2026, 11:59AM EDT

Full Name	**First Name:** Esther **Last Name:** Martinez
Email	ekmartinez.28@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	October 20, 2026
Topic/Agenda Item	Item 58, License Agreement with Sema Construction, Inc.
Comment	I wish to add my voice and express my disappointment at the "final" revised version of the proposed license agreement with Sema Construction, Inc. regarding the use of the former Seafood Shack property in Cortez. It was my understanding based on attendance and discussions at previous meetings with county Commissioners that an earnest attempt to make use of the property in a manner that would benefit, not harm the quality of life of nearby residents would be made. Such an effort in the short term would include limiting the extent of use of the property by Sema Construction, Inc. and thereby limit the extent of the negative impact to local residents and property owners that will ensue, e.g., traffic congestion and increased safety risks to cyclists and pedestrians. I sincerely hope that the Commissioners will reconsider and make revisions to the proposed "final" Agreement and demonstrate that as elected officials whose job it is to represent the citizens of their county, they will in fact listen to our concerns and act appropriately to protect the safety and quality of lives of those whom they represent.

Public Comment

Manatee County Government

Submitted On:
Oct 14, 2026, 01:01PM EDT

Full Name	**First Name:** Kelly **Last Name:** French
Email	kbfrench1@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	October 20, 2026
Topic/Agenda Item	58 License Agreement with Sema Construction Inc.
Comment	Why would the county pay $13 million dollars for a piece of property only to use it as a parking lot for 4 years??!!! At the very least, could you move the proposed contractor parking area on the former footprint of the Seafood Shack to the perfectly suitable parking lot directly across the street. This simple change would free up the beautiful waterfront part of the property so it could be made into a green space of some sort, which is what was suggested at previous BOCC meetings. I have to drive past this property several times a day getting to and from my house. It has already been an eyesore for 2 years. With at least five years of bridge construction ahead, it is deeply disappointing to think that this valuable piece of county-owned waterfront could remain an unattractive, underutilized space for so long. This is not simply about improving the view for those of us who live nearby. It is about respecting the county's $13 million investment and ensuring that all residents and visitors have the opportunity to enjoy the beauty of our waterfront, even while construction is underway.

From: Robin Toth
To: Peter Morrow; Chad Butzow; Quantana Acevedo
Cc: Vicki Tessmer
Subject: BCC Mtg 10/20/26: Item 58, License Agmt w/SEMA Construction re Cortez Bridge Replacement Project
Date: Friday, October 16, 2026 12:15:00 PM
Attachments: image001.png

Good Afternoon,

Agenda Item 58 is on the 10/15/26 Agenda Update Memo indicating that it is updated with public comments **and finalized attachments (Location Map, SEMA Anticipated Uses and SEMA License Agreement).**

To ensure that the SEMA Agreement correctly reflects the changes noted in the 10.15 update memo, please provide the Clerk with the hard copy of the corrected and assembled SEMA Agreement, with the finalized attachments for execution by Chairman Siddique.

Respectively, the Clerk does not have the authority to assemble documents.

Thank you.

Robin Toth
Deputy Clerk, Board Records Department

For Angelina "Angel" Colonneso
Manatee Clerk of the Circuit Court & Comptroller
(941) 749-1800 Ext. 4179
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

To Protect the Public Trust through Integrity and Transparency

From:	Quantana Acevedo
To:	Amanda Ballard; Cindy Nelson; Dana Summers; George Kruse; Jason Bearden; Maria Zuleta; Bianca Brooksbank; Marianne Bejster; Mike Rahn; Robert McCann; Selena Cunningham; Tal Siddique; Bobbi Roy; Stephanie Garrison; Bryan Parnell; Vicki Tessmer; Robin Toth; Pamela DAgostino; Stephanie Garrison; Joy Mann
Subject:	Additional Public Comments for October 20, 2026
Date:	Tuesday, October 20, 2026 8:23:08 AM
Attachments:	image001.png Public Comments - SEMA Construction 10.20.26.pdf

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[**NOTICE:** This message originated outside of Manatee County Clerk's Office -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hello All. The attached public comments from Mary and Ron Lorfing and William Cotsworth (found on page 7) were received after publishing of the last update for Item 58, License Agreement with SEMA Construction, Inc., concerning a portion of County Property located in Cortez.

Sincerely,

Quantana Acevedo | Planning & Zoning Tech III
Manatee County Government
Development Services Department – Agenda Division
Mailing Address: P.O.Box 1000, Bradenton, FL 34205
Office Location: 9000 Town Center Parkway, Lakewood Ranch, FL 34202
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Manatee County Public Comment Packet

Public Comments Agenda Item 58 for meeting of October 20, 2026

Written Comment Summary

Total Comments: 13

In Favor:	0
Opposed:	13
Neutral:	0

Comments in Favor

None

Comments in Opposition

Name	County of Residence	Comment
Elizabeth Bledsoe	Manatee	Construction has barely begun and it is a disaster trying to get in and out of our neighborhood. Something needs to be done To control the traffic

Name	County of Residence	Comment
		and allow an even flow of people trying to get to their homes
Eric Folkens	Manatee	Two years after the loss of use of the property, we are going to live with the outcome of this proposal for another 4 years along with the continued uncertainly of what will ultimately be done with the property. All of this is due to the county ignoring citizen feedback and their failure to perform proper due diligence before spending $13M of taxpayer dollars to acquire the property only to discover it could not be used for what they intended.
Michele Saunders	Manatee	It appears that Sema will be allowed to occupy most of the waterfront property along 127th St (former Seafood Shack). This is completely not necessary when other space is available and not what was agreed to this summer. After 2 years of looking at this ugly, unusable space, you're now going to allow it to be used for at least 4 more years for parking instead of potentially creating a green space for your constituents, Just one bad decision after another and not following through on what was agreed to!
Jorge bonini	manatee	The proposal as submitted does not reflect what was discussed in our July conference call with the planning team and Sema representatives. Specifically: Sema is no longer committing to repair/replace the existing seawall for the property. The parking area the county proposes to make available for Sema to use for overflow has been extended to include the entire waterfront on the north side of the property formerly occupied by the Seafood Shack restaurant, Wave's Boat Club, and the marina. This effectively eliminates the possibility of creating the desired green space/park area that has been discussed at prior BCC meetings, or for any subsequent development of the area to be pursued until the bridge construction is complete in late 2030 or 2031.
Ronald Hemming	Manatee	This is not what this property was purchased for $13 million dollars at tax payers expense! The staging

Name	County of Residence	Comment
		activities North of the hump back bridge over the next 4 years or more will result in total traffic chaos for residents.
Zachary Duncan	Manatee	Commissioners, I feel you are once again ignoring citizen feedback and are proceeding with misusing the land around the former Seafood Shack. I live in building 4 of Smuggler's Landing, one of the closest residences to the area. While I understand that the bridge construction is necessary and will require sacrifices, ignoring the previous conversations that the overflow parking area would be restricted to the footprint of the former restaurant is an over step into our comfort and daily lives as residents the area. There is no reason the waterfront, which is the most desirable and valuable portion of the property, should be allocated to Sema to use as an overflow parking lot when a perfectly suitable vacant parking area paralleling 126th street is available right across the street. As our elected officials, we are counting on you to stand up for our rights and make sure we are being looked out for. There are some commissioners where already I know I won't vote for you again due to many occurrences such as this unless I see some changes in your actions. I know many Manatee County residents feel the same. Do what we elected you for!
Laura Karow	Manatee	I am opposed to the location of parking they have shown on their map-SEMA property use contractor anticipated use area 2 for contractor/overflow parking. Since this property was bought, the county had fences installed tight on both sides of the road making it extremely unsafe for pedestrians. If there is this much space being used for parking, you are still not addressing how pedestrians can safely make it from homes around the construction. If the fence on the water-side was removed and used for pedestrian use, and made into a park, etc, the contractor can use the large existing parking lot across the street for parking and storage. Why would you have them park in premium space along the water, when there is ample space across the street? At least give the

Name	County of Residence	Comment
		residents some area to walk and create a community space rather than the eye-sores we currently are seeing and expected to see for another 4 years? This is significantly affecting our property values.
Robert F. Goodrich	Manatee	As owners of Condo #713, Mariners Cove, 3850 Mariners Walk, Cortez, Fl 34215 I do not think the County Commission should give this Company such a low cost rental lease for four(4) years after spending $13,000,000 of tax payer money on this property and the construction company not giving enough back to the citizens of Manatee County for this long lease and the disturbance to our neighborhood. I also believe the Commission did a poor job of evaluating and overpaying for this property. Also will add the Commission did a poor job buying the Mixon Farms recently for about $12,000,000. This will undermine the up coming 2026 Election asking for increased taxes of 0.16 MIL for proposed referendum for bonds up to $75,000,000. Also this type of lack of return to the tax payers will help cause them to vote for the Amendment # 3, reducing Manatee County Services to the citizens. Lastly we have to live with the construction company disturbance four more years along with the previous two years 2024-2026. Please vote No and re-negotiate this lease for additional return of at least double the current proposal. Make them pay for disturbing life in Cortez. Thank You!
Suzanne Swartz	Manatee	We walk, bike and drive through this area multiple times daily. It is imperative that a safe, clear walkway be established and maintained. It was our understanding that creating a green space along the ICW was agreed to by all parties in July. Why is this not reflected in the agreement?
James Pollard	Manatee	I am opposed to the land use of SEMA for the Cortez bridge project north of the humpback bridge on the waterfront. I would be okay with expansion of the land to the East of 127th Street W. which used to be a parking area for SEMA's future needs. Having SEMA access additional property along the

Name	County of Residence	Comment
		waterfront will be hazardous to those watercrafts entering/exiting from the canal that traverses just north of Hunters Point and under the humpback bridge. Additionally, equipment deployment along the waterfront detracts from the value of neighboring properties.
Mark Silagy	Manatee	At the June 16 BCC meeting, county commissioners instructed county planners to revise the SEMA Construction proposal presented at that meeting to reduce the former Seafood Shack property area to be allocated for SEMA's use, and to limit all construction activity to the south end of the property between the humpback bridge and Cortez Road West. On July 10th, county planners and SEMA representatives invited board members from the Concerned Citizens of Cortez Coalition (CCCC) who represent the 600+ residents in north Cortez to a video call to present the revised proposal. That proposal followed the county commissioners instructions and limited all construction activity to the south side of the property. A small parcel of land on the waterfront on the north side, which was where the former Seafood Shack Restaurant was formerly located, was requested to use for overflow parking of light vehicles like pick-up trucks and cars. The CCCC members on the call were assured there would be no heavy construction vehicles using the humpback bridge and that no construction activity would take place on the north side. Based on those assurances, the CCCC agreed to support the revised proposal, though we pointed out that a more suitable overflow parking area was available directly across the street from the proposed site in the vacant parking lot, which would leave the entire waterfront free for a possible green space/park-like area that several commissioners indicated they supported. Over the next 3 months, county planners repeatedly assured CCCC members that the proposal remained as agreed. When the supporting documentation for item 58 was posted to the website on October 13th, the CCCC was shocked to see the proposal had changed significantly. The value exchange of SEMAs

Name	County of Residence	Comment
		reconstruction of the seawall had been removed from the proposal and expansion of the overflow parking had been expanded to encompass the entire waterfront. There was no proactive communication of the changes to the CCCC from county planners. The CCCC raised our concerns and objections, to planners and county commissioners. County planners then revised the proposal to reduce the area on the north side to the previously agreed footprint, but changed its designation from overflow parking to authorize it to be used by SEMA as an active construction site for the reassembly of materials and staging. Once again, this was done without proactive communication to the CCCC. Creating an active construction site at the intersection of 126th and 127th Streets West, which is the only access residents on the north side of Cortez have to Cortez Road West, will create a dangerous safety hazard. Using the aging narrow humpback bridge to move heavy materials and vehicles exacerbates the danger and will weaken the bridge which provides the only other exit to Cortez Road West for the community. The residents of north Cortez have lived with the barren wasteland of what was once a vibrant area for the past 2 years since the county acquired the property. As proposed, we will live in the midst of a construction site exposed to additional danger for 4 more. We fully support the bridge construction project and acknowledge the need for SEMA to have a staging area, but adding this additional area to what has already been agreed to is unnecessary and will inflict irreparable harm on the local residents. We implore the county commissioners to deny approval of the proposal and revert to what was agreed by all parties in July.
Mary & Ron Lorfing	Manatee County	We are opposed to the proposed SEMA parking location in Area 2. Following the negligent purchase of the Seafood Shack property by the county, this premium property has been poorly maintained and is a disgrace to our neighborhood. Its an embarrassment when friends and family visit and they, too, comment on the lost charm of our

Name	County of Residence	Comment
		neighborhood. The neighborhood is already very unsafe for pedestrians and bicyclists. For years we have been dealing with very narrow, very poorly maintained roads, and now we have the introduction of heavy equipment and countless trucks. I am fearful not just for those living in the neighborhood that ride bike or regularly walk the formerly “quiet streets”, but for the young kids on their scooters that are making their way to and from the island for work and will have to make their way through the maze of madness that has already appeared. This is a four year project and we have already been living this madness for the last two years. Personally, this is not how I envisioned my forever home in my retirement. While we support reconstruction of the Cortez Bridge, the introduction of construction parking, staging, or further storage or assembly of bridge components north of the humpback bridge is simply not acceptable. Our property values are suffering, our quality of life is suffering, and we are already really tired of living with the endless cones, barrels, contractor trash, flags, and mud we have already seen in just the last three months. Respectfully, Mary & Ron Lorfing Still waiting for that cost estimate for a proposed green space along the water.
William Cotsworth	Manatee	It seems a poor choice to give the preferred waterfront property to construction equipment when there is a large empty space on the other side of the road. This unfortunate choice prevents any improvement to the waterfront for use by the public.

Neutral Comments

None

EXHIBIT A



EXHIBIT
BCC Item 5.B. 3 Items
M. Bishop 10/24/24

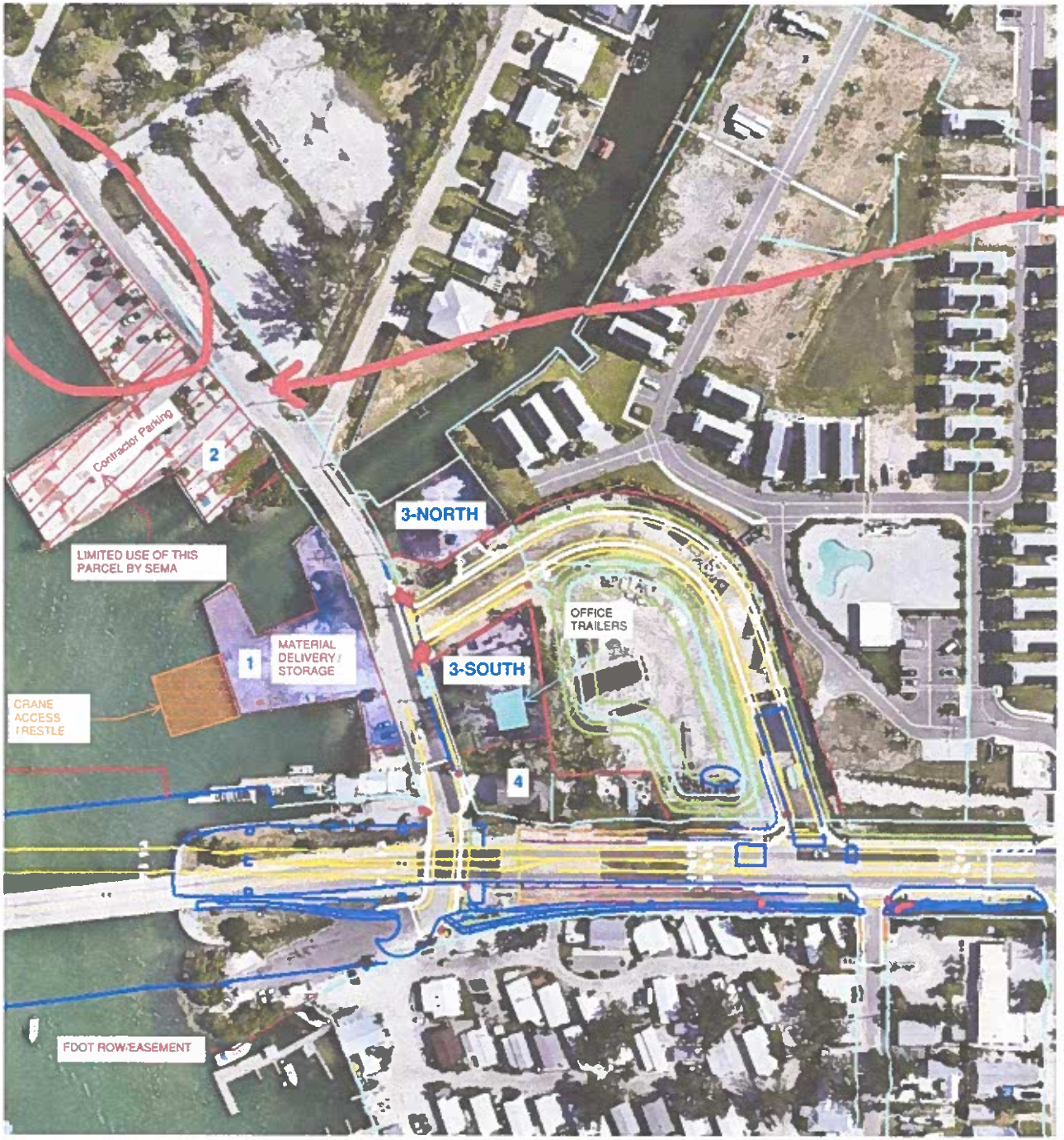
AREA TO BE LICENSED

MANATEE COUNTY
4110, 4316, 4323 AND 4327 127TH STREET WEST
CORTEZ, FLORIDA 34215
PID 7621700059, 7618500057,
7608000159 AND 7618700109

DISTRICT 3 - TAL SIDDIQUE

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Manatee County FLORIDA



CONTRACTOR ANTICIPATED USE:

AREA 1
-Crane Access Trestle
-Material Delivery and Storage

AREA 2
-Contractor Overflow /Parking

AREA 3 (North & South)
-Office Trailers
-Material Storage

ANTICIPATED VARIOUS IMPROVEMENTS:

AREA 1
-County boat storage & fueling

AREA 3
-Site grading

AREA 4
-Demolition of Existing Structure
-Potential overflow business parking


Contractor
Material Assembly
/ Parking
2
LIMITED USE OF THIS
PARCEL BY SEMA
3-NORTH
OFFICE
TRAILERS
MATERIAL
DELIVERY /
STORAGE
1
3-SOUTH
CRANE
ACCESS
TRESTLE
4



CONTRACTOR ANTICIPATED USE:

AREA 1
-Crane Access Trestle
-Material Delivery and Storage

AREA 2
-Contractor Material Assembly / Staging and Parking

AREA 3 (North & South)
-Office Trailers
-Material Storage

ANTICIPATED VARIOUS IMPROVEMENTS:

AREA 1
-County boat storage & fueling

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-Demolition of Existing Structure
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