Trailer Estates Park and Recreation District

Board of Trustees
Regular Board Meeting
November 17, 2026
Following Workshop
Mark's Hall
1903 69th Avenue West
Bradenton, FL 34207

Call to Order
Roll Call
Public Comment (Limit 3 Minutes on Any Topic)
Approval of Minutes
Treasurers Report
Invoice Approval -

Items Presented by Board & Staff

1. ARC Committee Appointment
2. Update Marina Slip Rental Contract
3. County Property Lease Approval
4. 2027 Board Meeting Schedule
5. PP 34 Dumpster/Refuse Policy
6. Correct Minutes from August 18, 2026

Trustee/Staff Final Comments
Unfinished Business
Adjournment

Trailer Estates Board Meetings & Workshops are broadcast in the park on Channel 732
Join Zoom Meeting
https://us02web.zoom.us/j/89373662926?pwd=N0uahzmbjDYq1LPkzaXE5QutHLt4ym.1

Meeting ID: 893 7366 2926
Passcode: 224466

One tap mobile
+13052241968,,89373662926#,,,,*224466# US
+19292056099,,89373662926#,,,,*224466# US (New York)

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact TJ Miller at 756-7177, at least 48 hours in advance of the meeting, to ensure that adequate accommodations are provided for access to the meeting.
Revised

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Memo From Chairman - Re- ARC Member

For Upcoming Meeting—Date November 17, 2026

Type of Meeting (check one): Workshop [-] Board Meeting [✓]

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): to accept Chairman Lomardi's recommendation to appoint William Wells as an ARC member per the attached memorandum.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

Attachments: (**Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.**)

Memorandum from Chairman Lombardi

Letter from ARC COmmittee

Trustee Chairman Lombardi

Date Submitted November 6, 2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

TRAILER ESTATES PARK AND RECREATION DISTRICT
MEMORANDUM

TO: TRAILER ESTATES BOARD OF TRUSTEES

FROM: TODD LOMBARDI, CHAIRMAN

SUBJECT: APPOINTMENT OF ARC MEMBER

DATE: 11/06/2026

As a function of the Chairman's office, I hereby appoint the following member to the Architectural Review Committee (ARC):

William Wells

This term will be from November 17, 2026 to June 30, 2027.

Oct 27, 2026

NOV 6 '26 PM2:45

Attention TE Chairman of the Board;

the ARC members are requesting a Recommendation of William Wells to fill the vacant position for this term.

Howard Moore

Dr. Denise ~~Ethell Hoh~~

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Updated Vessel and Personal Watercraft Slip Rental Agreement

For Upcoming Meeting—Date November 17, 2026

Type of Meeting (check one): Workshop ☐ Board Meeting ☑

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings):

Motion to approve the new Vessel and Personal Watercraft Slip Rental Agreement, incorporating any changes made by the Board during the November 17, 2026 workshop, and authorize the District to implement and use the agreement.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

No direct cost associated with approval of the agreement.

Rental rates and any additional PWC fee would be considered separately.

Attachments: (**Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.**)

1. Board Memorandum - Updated Vessel and PWC Slip Rental Agreement.
2. Proposed Vessel and Personal Watercraft Slip Rental Agreement.

Trustee Todd Lombardi, Dockmaster

Date Submitted November 10, 2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

Form Approved: 3/ 3/ 2008, Rev. 4/7/ 2008; 1/19/ 2009, 8/3/09, 2/7/11, 2/7/11, 5/2/16, 11/2016, 12/21/20, 11/6/23, 12/18/23, 4/1/25

TRAILER ESTATES
Park & Recreation District

Agreement date: _____
Assigned slip: _____

VESSEL AND PERSONAL WATERCRAFT SLIP RENTAL AGREEMENT

Trailer Estates Park & Recreation District | 1903 69th Ave W | Bradenton, Florida 34207

LESSEE AND VESSEL INFORMATION

Lessee/legal owner name	**District resident? ☐ Yes ☐ No**
Street address	**Trailer Estates property address (if applicable)**
City / State / ZIP	**Mailing address / P.O. Box**
Cell phone	**Email**
Emergency contact name	**Emergency contact phone**
Assigned slip number	**Rental rate / term**
Vessel name	**Make / model / year**
Overall length (including attachments)	**Beam / draft (if applicable)**
Registration state / Expiration	**Hull identification number**
Titled owner(s), if different from Lessee	**Authorized operator(s)**

Vessel type (check one): ☐ Powerboat ☐ Sailboat ☐ Pontoon ☐ Houseboat ☐ Personal Watercraft (PWC) ☐ Other: _____

PWC storage request: ☐ One PWC ☐ Two PWCs (requires prior written District approval and any applicable additional fee)

INSURANCE INFORMATION

Insurance carrier	**Policy number**
Named insured	**Policy expiration date**
Agent / agency	**Agent telephone / email**

Required attachments: current vessel registration, proof of ownership or written owner authorization, and certificate or other acceptable evidence of insurance.

PARTIES AND PURPOSE. Trailer Estates Park & Recreation District (the "District") grants the undersigned lessee ("Lessee") a revocable, nontransferable right to use the assigned space in the District marina ("Marina") solely for the Vessel identified in this Agreement, subject to this Agreement and the District's Marina Rules and Regulations. This Agreement grants a right to use space only; it does not create a residential tenancy, bailment, or transfer of ownership or control of the Vessel to the District.

1. DEFINITIONS

"Vessel" means the boat or watercraft identified in this Agreement and includes a personal watercraft ("PWC"). "PWC" includes a vessel meeting the definition in section 327.02, Florida Statutes, including watercraft commonly marketed as Jet Ski®, WaveRunner®, or Sea-Doo®. "Slip" includes a wet slip and any Dockmaster-approved PWC docking platform or lift located within the assigned slip. "Dockmaster" means the District employee or designee responsible for day-to-day Marina administration. "Rules" means the District's current Marina Rules and Regulations, as lawfully amended.

2. ELIGIBILITY OF VESSELS AND PERSONAL WATERCRAFT

A properly titled or otherwise lawfully documented, registered, seaworthy, and insured Vessel is eligible to rent an available Slip, subject to Dockmaster approval, dimensional compatibility, safe access, and compliance with this Agreement and the Rules. A PWC is expressly eligible to rent an appropriately assigned Slip, including a 20-foot Slip. PWC eligibility shall not be denied solely because the watercraft is a PWC.

(a) Only the Vessel or PWC identified in this Agreement may occupy the Slip unless the Dockmaster approves a written change. No more than two PWCs may occupy one Slip.

(b) The Dockmaster may approve two PWCs in one Slip when both are identified in writing, properly registered and insured, safely accommodated, and all applicable fees are paid.

(c) The Dockmaster may require an approved floating dock, lift, mooring system, fenders, or other equipment necessary to secure a PWC without damaging the Marina or interfering with another slip, walkway, or navigable area. Installation requires the Dockmaster's prior written approval.

3. TERM AND RENEWAL

Lessee shall select and initial one rental term below. The term begins on the Agreement date unless another commencement date is written below. Rent is payable in advance. Renewal is not automatic and is subject to availability, compliance, current registration and insurance, the rate and Agreement form then in effect, and the Dockmaster's approval.

INITIAL	TERM
_____ Annual	Twelve months. Any additional one-year term requires Dockmaster approval and is subject to availability, compliance, current registration and insurance, and the rate and Agreement form then in effect.
_____ Seasonal	Minimum six months. Any additional six-month term requires Dockmaster approval and is subject to availability, compliance, current registration and insurance, and the rate and Agreement form then in effect.

(a) During the initial minimum term, Lessee may terminate on 30 days' written notice, but prepaid rent is nonrefundable unless the District approves otherwise in writing.

(b) After the initial minimum term, either party may terminate without cause on 30 days' written notice. If the District terminates without cause, unused prepaid rent shall be refunded pro rata. If Lessee terminates during a renewal term, the District may deduct an administrative charge equal to 30 percent of the otherwise refundable unused rent.

(c) The District may terminate immediately or on shorter notice for a material breach, unsafe condition, emergency, abandonment, unlawful conduct, loss of insurance or registration, or as otherwise provided in this Agreement. Refunds following termination for cause are within the District's lawful discretion.

4. RESIDENT PRIORITY AND SLIP ASSIGNMENT

District residents receive priority consideration over nonresidents, subject to applicable District policies. At the end of a nonresident's current rental term, the Dockmaster may decline renewal when the Slip is needed for a qualified District resident. The Dockmaster will make reasonable efforts, but does not guarantee, to offer another available Slip. The Dockmaster assigns Slips based on availability, size, configuration, safety, maintenance, accessibility, and operational needs, subject to District policies.

5. RENT, RATES AND PAYMENT

The applicable rate is shown on the District's Marina rate schedule or other written rate notice. Rates may be changed for a renewal term upon at least 30 days' notice. All rent and other charges are due in advance on the date stated in the rate schedule or invoice. The right to use the Slip is not transferable and the sale or replacement of a Vessel does not end this Agreement or authorize a substitute Vessel without prior written District approval.

(a) A payment not received within 10 days after its due date is subject to one late charge of $50.00, or another amount lawfully adopted by the District and disclosed before the applicable rental term. No duplicative percentage late charges shall apply to the same delinquency.

(b) A dishonored check or other payment instrument is subject to the service charge and actual bank fees authorized by section 68.065, Florida Statutes, as amended.

(c) A delinquency continuing more than 30 days is a material default and may result in termination and the District's exercise of lawful possessory-lien, removal, storage, and collection remedies.

6. PERMITTED USE AND PROHIBITED ACTIVITIES

The Slip may be used only to dock or store the approved Vessel and related Dockmaster-approved equipment. The Slip may not be used as a residence, short-term lodging, business location, repair yard, fueling location, or storage area for unrelated property. Lessee shall comply with all applicable federal, state, and local laws and is responsible for the conduct of all guests, invitees, operators, contractors, and agents.

7. RULES AND AMENDMENTS

The Rules are incorporated by reference and are available from the District office and at trailerestates.com. Operational, safety, and emergency Rules may become effective upon posting or other reasonable notice. A material change to the financial or contractual terms of this Agreement will be provided in writing at least 30 days before it becomes effective and ordinarily will apply at renewal. If this Agreement directly conflicts with a Rule, this Agreement controls unless the later-adopted Rule is required by law or addresses an immediate safety or emergency condition.

8. REGISTRATION, OWNERSHIP AND AUTHORIZED OPERATORS

Lessee shall provide current registration at execution and renewal and shall comply with vessel-registration and reciprocity requirements, including section 328.58, Florida Statutes, when applicable. Lessee represents that Lessee is a titled owner of the Vessel or has written authority from every titled owner to enter this Agreement. Lessee shall promptly report any change in ownership, registration, principal operator, dimensions, equipment, or insurance. A replacement Vessel requires the Dockmaster's prior written approval and an updated Agreement or addendum.

9. CONDITION, DIMENSIONS AND SEAWORTHINESS

Lessee accepts the assigned Slip in its observable condition as suitable for the approved Vessel, subject to any written exceptions delivered to the Dockmaster before occupancy. Overall Vessel length includes motors, platforms, bowsprits, pulpits, anchors, davits, dinghies, and every other projection or attachment. Vessel length is limited to the published length of the assigned Slip unless the Dockmaster approves an exception in writing after considering navigation, access, safety, configuration, and neighboring slips. The Vessel shall remain seaworthy, operable, clean, and free of conditions likely to cause sinking, fire, explosion, pollution, infestation, or damage. All manufacturer-installed and legally required safety devices must remain functional, including a battery-disconnect switch when applicable.

10. MOORING, PWC EQUIPMENT AND ALTERATIONS

Lessee shall provide and maintain lines, fenders, chafe protection, covers, and other equipment appropriate for the Vessel and conditions. No lift, floating dock, rack, cleat, electrical connection, ladder, box, or other alteration may be installed without the Dockmaster's prior written approval. Approved equipment remains Lessee's property and responsibility unless a written instrument states otherwise. Lessee shall remove it at termination and restore any resulting damage.

11. RELOCATION AND ACCESS

The Dockmaster may reassign the Slip or relocate the Vessel within the Marina when reasonably necessary for safety, maintenance, construction, accessibility, emergency response, resident priority, or other operational needs. The Dockmaster will use reasonable efforts to give advance notice when circumstances permit. Lessee authorizes District personnel and qualified contractors to board, secure, tow, or move the Vessel only as reasonably necessary for an authorized relocation, inspection, emergency, or protection of persons or property. Such action does not create a bailment or continuing duty to monitor or protect the Vessel. A Lessee-requested relocation is subject to Dockmaster approval, availability, and the applicable fee.

12. INSURANCE

Throughout the term, Lessee shall maintain watercraft liability or marine protection-and-indemnity coverage of not less than $100,000 per occurrence and $300,000 aggregate, together with hull or physical-damage coverage at an agreed value, actual cash value, or other amount reasonably acceptable to the District. Coverage must apply to each Vessel or PWC occupying the Slip. Where commercially available on reasonable terms, the policy shall name the District and its trustees, officers, employees, agents, and volunteers as additional insureds for liability arising from Lessee's use or occupancy, on a primary and noncontributory basis, and include a waiver of subrogation in the District's favor. Lessee shall provide evidence before occupancy, at renewal, and on request. Lapse, cancellation, or material reduction is grounds for suspension of access or termination.

13. LESSEE RESPONSIBILITY FOR LOSS AND DAMAGE

Lessee is solely responsible for the care, custody, security, maintenance, operation, and protection of the Vessel, its contents, and Lessee's equipment. Lessee is responsible for loss, injury, pollution, or damage caused by the Vessel or by Lessee's guests, invitees, operators, contractors, or agents, including damage to docks, pilings, utilities, other vessels, and persons. Lessee shall promptly report and pay the reasonable cost to investigate, contain, repair, restore, or clean up such damage, subject to applicable law.

14. INDEMNIFICATION AND DISTRICT LIABILITY

To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless the District and its trustees, officers, employees, agents, and volunteers from third-party claims, damages, liabilities, fines, cleanup costs, and reasonable attorney's fees arising from Lessee's breach, the condition or operation of the Vessel, or the acts or omissions of Lessee or Lessee's guests, invitees, operators, contractors, or agents. This obligation does not require Lessee to indemnify the District for the District's gross negligence or willful misconduct and shall be interpreted consistently with section 768.28, Florida Statutes. The District is not an insurer or bailee of the Vessel and is not responsible for theft, vandalism, weather, fire, collision, utility interruption, criminal acts, or other loss except to the extent liability cannot lawfully be disclaimed.

15. ENVIRONMENTAL AND SAFETY OBLIGATIONS

Discharge of fuel, oil, sewage, batteries, chemicals, or other pollutants is prohibited except through lawful disposal facilities. Portable fuel containers and hazardous materials may not be stored on docks or in dock boxes except as expressly permitted by the Rules. Lessee shall immediately report a spill, sinking, fire, electrical hazard, damaged utility, or unsafe condition to emergency authorities when appropriate and to the Dockmaster or District office. Lessee is responsible for legally required reporting, containment, cleanup, and reimbursement of District response costs attributable to the Vessel or Lessee.

16. SEVERE WEATHER AND EMERGENCIES

The Marina is not represented to be safe or sheltered anchorage during tropical storms, hurricanes, flooding, or other emergencies. Lessee must remove the Vessel from the Marina when a named tropical storm or hurricane threatens the area, or when directed by the Dockmaster or public authorities. The Dockmaster may, but has no duty to, arrange to secure, move, tow, haul, pump, repair, or otherwise act concerning the Vessel when reasonably necessary to reduce an apparent threat to persons, property, navigation, or the environment. All reasonable costs attributable to the Vessel are Lessee's responsibility. District or Dockmaster action does not create a bailment or an ongoing duty to protect the Vessel.

17. DEFAULT, NOTICE AND OPPORTUNITY TO CURE

A default includes nonpayment, loss of registration or insurance, failure to provide current registration or insurance paperwork to the District office within 15 days after a written request or expiration, unauthorized occupancy or transfer, unsafe or unseaworthy condition, violation of law or the Rules, material misrepresentation, or breach of this Agreement. Except for emergencies, unlawful activity, abandonment, or conditions requiring immediate action, the Dockmaster will provide written notice describing the default and a reasonable opportunity to cure, ordinarily not less than 48 hours for a safety or operational violation and 10 days for other curable defaults. Failure to cure permits the District to terminate this Agreement and pursue any lawful remedy. Notice may be delivered personally, by email to the address provided, by first-class mail, by certified mail when required by law, and, if other delivery is returned or unsuccessful, by posting a copy conspicuously on the Vessel. Statutory notices must be given in the manner required by the applicable statute.

18. REMOVAL, STORAGE AND ABANDONED PROPERTY

At termination or nonrenewal, Lessee shall timely remove the Vessel and all related equipment and restore any damage. If removal does not occur by the effective termination date or any deadline stated in a lawful notice, the Dockmaster may arrange for the Vessel and related property to be secured, relocated, towed, or stored at Lessee's risk and expense, using

reasonable care and complying with applicable law. Storage will be charged at the then-current published rate or the District's reasonable actual cost. Property other than the Vessel may be disposed of only in accordance with applicable law.

19. POSSESSORY LIEN AND NONJUDICIAL SALE

To the extent the District qualifies and is entitled to proceed under applicable law, the District retains the possessory lien and remedies provided by section 328.17, Florida Statutes, for unpaid dockage, storage, preservation, sale, and other amounts authorized by that statute. Any nonjudicial sale shall occur only after the District completes all applicable ownership and lien searches, notices, publications, waiting periods, sale procedures, and disposition-of-proceeds requirements. Nothing in this Agreement authorizes an informal sale or permits the District to omit a statutory requirement. Lessee shall provide a current mailing address and promptly update it.

20. ASSIGNMENT, SUBLETTING AND COMMERCIAL USE

Lessee may not sell, transfer, assign, share for compensation, or sublet this Agreement or the Slip without the District's prior written approval. Sale of the Vessel does not transfer the Slip. No livery, charter, rental, passenger-for-hire, commercial repair, or other commercial operation may be conducted from the Slip without express written District approval and compliance with all licensing and insurance requirements.

21. CONDUCT AND DISPLAYED MATERIALS

Lessee shall not use or display vulgar language, swear words, obscene material, or material on the Vessel or at the Slip that is unlawful; constitutes a true threat or unlawful harassment; creates a navigational, safety, or operational hazard; damages District property; or materially interferes with Marina operations or another person's lawful use of the Marina. This provision shall be administered consistently with applicable law. Appearance standards contained in duly adopted Marina Rules also apply.

22. ENFORCEMENT COSTS AND ATTORNEY'S FEES

The District may use the remedies in this Agreement and any other lawful legal or equitable remedy. To the extent permitted by law, the prevailing party in an action to enforce this Agreement is entitled to recover reasonable costs and attorney's fees, including authorized appellate and bankruptcy proceedings. Any jury-trial waiver must be knowing, voluntary, conspicuous, and enforceable under applicable law; by signing, each party waives trial by jury to the fullest extent legally permitted for disputes arising directly from this Agreement.

23. SOVEREIGN IMMUNITY

Nothing in this Agreement waives the District's sovereign immunity or expands its liability beyond the limited waiver and limits established by section 768.28, Florida Statutes, as amended. Nothing in this Agreement creates a cause of action or benefit for a third party that would otherwise be barred by sovereign immunity or other law.

24. GENERAL PROVISIONS

This Agreement, the approved application information, the applicable rate schedule, and the incorporated Rules constitute the entire agreement concerning the Slip. A waiver of one breach is not a waiver of another. If a provision is held invalid or unenforceable, the remainder remains effective, and the provision shall be reformed only to the minimum extent necessary when permitted by law. Headings are for convenience. Electronic and counterpart signatures are effective. Florida law governs, and venue lies exclusively in a court of competent jurisdiction in Manatee County, Florida. Provisions concerning payment, damage, indemnity, liens, removal, storage, enforcement, and sovereign immunity survive termination.

25. ACKNOWLEDGMENTS

By signing, Lessee confirms that Lessee has read this Agreement and the current Rules; the information provided is accurate; all titled owners have authorized the Agreement; the Vessel and any approved PWC equipment are compatible with the assigned Slip; required registration and insurance have been supplied or will be supplied within the required 15-day period; and Lessee accepts responsibility for the Vessel and all authorized operators and guests.

SIGNATURES	
LESSEE / TITLED OWNER	CO-OWNER OR AUTHORIZED AGENT (if applicable)
Signature:	Signature:
Printed name:	Printed name:
Date:	Date:
DISTRICT REPRESENTATIVE	WITNESS (if required by District policy)
Signature / printed name / date:	Signature / printed name / date:

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Manatee County Lease - American Park and Storage Lots

For Upcoming Meeting—Date November 17, 2026

Type of Meeting (check one): Workshop [-] Board Meeting [✓]

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings):

I move to approve the lease agreement with Manatee County for the storage lots and American Park green space, with annual rent of $8,413.66 and an expiration date of December 31, 2036, and authorize Chairman Lombardi to execute the lease on behalf of the District.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

Annual rent: $8,413.66. Storage lots: $8,403.66. Green space: $10.00. The District also pays applicable maintenance, utility and insurance costs.

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)**

1. Manatee County Lease Board Agenda Item Memorandum, Nov. 5, 2026.
2. Final Manatee County lease, including Exhibits A and B.

Trustee Chairman Lombardi

Date Submitted November 5, 2026

Chairman/Designee

Office Manager/Designee: Date Posted _____ Initials_____

LEASE AGREEMENT

between

MANATEE COUNTY

and

TRAILER ESTATES PARK AND RECREATION DISTRICT

LEASE AGREEMENT BETWEEN
MANATEE COUNTY
AND
TRAILER ESTATES PARK AND RECREATION DISTRICT

THIS LEASE AGREEMENT (hereinafter "Lease") is made by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter "the County"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **TRAILER ESTATES PARK AND RECREATION DISTRICT**, a park and recreation independent special taxing district pursuant to Chapter 189, Florida Statutes, (hereinafter "Lessee"), whose mailing address is 1903 69th Avenue West, Bradenton, Florida 34207. The County and Lessee are collectively referred to as "Parties" and individually as "Party."

RECITALS

WHEREAS, the County owns certain real property described herein that was acquired for the purpose of operating, maintaining and conducting potable water and wastewater facilities; and

WHEREAS, the real property described herein has been acquired with revenues from the County's utility system and constitutes a part of said utility system; and

WHEREAS, said real property is subject to certain covenants arising out of the issuance of bonds secured by such revenues, including, without limitation, restrictions and requirements for the County's disposition of any real property constituting a part of the utility system; and

WHEREAS, the bond covenants provide that the County may use or permit the use thereof or lease for any County or not-for-profit purpose any part of the utility system, provided that such use or lease does not interfere with the operations of said utility system; and

WHEREAS, the bond covenants further provide that the use or lease of any part of the utility system may be for nominal consideration; and

WHEREAS, the County has consulted with bond counsel for Manatee County with respect to leasing the property as herein provided; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, (hereinafter the "Board") has determined that the property described herein is not presently used or needed for the operations of the County's utility system or for other County purposes; and

WHEREAS, the County has a sound basis for believing that the granting of this Lease for the use of the property for the purpose herein set forth does not constitute a disposition of the real property or conflict with or violate any of the covenants in any bonds secured by a pledge of the revenues and assets of the County's utility system.

WHEREAS, Lessee was created as special taxing district by Chapter 69-1287, Laws of Florida, as amended by Chapter 70-796, Laws of Florida, Chapter 72-612, Laws of Florida, Chapter 72-613, Laws of Florida, Chapter 73-546, Laws of Florida, Chapter 76-420, Laws of Florida, Chapter 76-423, Laws of Florida, Chapter 81-428, Laws of Florida, Chapter 90-447, Laws of Florida, Chapter 94-413, Laws of Florida, Chapter 96-442, Laws of Florida, Chapter 2002-361, Laws of Florida, and Chapter 2021-261, Laws of Florida, for park and recreation purposes; and

WHEREAS, on March 22, 2016, the County and Lessee entered into a Lease Agreement ("2016 Lease Agreement") for certain improved real property located in Manatee County, Florida, as more specifically described and depicted in **Exhibit A** and **Exhibit B**, attached hereto (hereinafter the "Property"); and

WHEREAS, the 2016 Lease Agreement specifically authorized Lessee to use the Property described in **Exhibit A** solely for the purpose of Lessee's residents storing motor homes, travel trailers, boat trailers, and boats on boat trailers and other related storage facilities and activities customarily associated therewith; and

WHEREAS, the 2016 Lease Agreement authorized Lessee to use the property described in **Exhibit B** for the purpose of landscape maintenance and passive recreation; and

WHEREAS, the 2016 Lease Agreement has since expired, and Lessee has requested a new Lease Agreement along with the ability to locate bocce ball courts and horseshoe pits on the property described in **Exhibit B**, whereby any proposed layout and installation will be submitted for the County's review and approval prior to installation, and which may be removed at Lessee's sole cost anytime the County requires access to its utilities infrastructure; and

WHEREAS, the County has identified County utility infrastructure located on the Property, however, the County has determined that leasing the real property covered by this Lease, under the terms, conditions, limitations and restrictions set forth herein, will not interfere with the County's ability to use said real property for the purposes for which it was acquired; and

WHEREAS, the County has further determined that the terms, conditions, limitations and restrictions set forth herein will preserve and will not impede or interfere with the County's ability to use the property for any purposes connected with the utility system.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the Parties agree as follows:

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

2. **THE PROPERTY**: The County, for and in consideration of the rents, covenants, conditions, restrictions, and limitations set forth herein and pursuant to Section 125.38, Florida Statutes, hereby leases unto Lessee and Lessee hereby accepts from the County this Lease of the Property.

It is understood and it is a condition of this Lease that Lessee's interest in the Property is and shall at all times during the period of the Lease be limited to the use of the Property for the sole purposes set forth in Section 3, below, and Lessee has no other right in or to the Property or any other interest of any kind or nature therein. Furthermore, Lessee's residents have no right in or to the Property or any interest of any kind of nature pursuant to this Lease.

3. **USE**: Lessee's use of the Property shall be solely for the following purposes:

a. **Exhibit A**: Storing of motor homes, travel trailers, boat trailers, and boats on boat trailers and other related storage facilities and activities customarily associated therewith by Lessee's residents. Storage is strictly prohibited within the area identified as the "Appurtenant Easement for Drainage Purposes", and Lessee shall ensure that no vehicles, trailers, equipment, or other materials are placed, parked, or stored within said easement area at any time.

b. **Exhibit B**: Landscape maintenance and passive recreation. Lessee is expressly prohibited from charging, imposing, levying, assessing, billing or collecting any fees, rentals or other charges for use of the Property depicted in **Exhibit B** by any individuals, organizations or other entities.

Use of the Property depicted in both **Exhibit A** and **Exhibit B** is expressly limited to residents of Lessee. Lessee is responsible for ensuring Lessee's residents' use of the Property is limited to the purposes outlined in this Section 3 of the Lease.

The Property will not be used for any unlawful purpose, and Lessee will not use the Property in such a manner as to create a nuisance, or otherwise violate any statute, law, rule, regulation, code, or ordinance, and Lessee will not damage, impair, or diminish the value or condition of the Property, nor permit such damage, impairment, or diminution to occur by any resident of Lessee. Furthermore, Lessee shall not allow any resident of Lessee to use the Property for any unlawful purpose or in any manner as to create a nuisance or otherwise violate any statute, law, rule, regulation, code, or ordinance.

Lessee shall maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service, as a park and recreation independent special taxing district pursuant to Chapter 189, Florida Statutes, and a tax exempt organization throughout the term of this Lease.

4. **TERM**:

a. This Lease shall be effective and enforceable upon its full execution (the "Effective Date"). This Lease shall terminate on December 31, 2036, unless terminated

earlier or extended as provided herein. At the request of Lessee, the County, in the sole discretion of the Board, may renew or extend this Lease.

b. Termination of this Lease may occur as detailed in Section 17.

5. **RENT**: Lessee agrees to pay the County rent in the following amounts:

a. **Exhibit A**: The sum of EIGHT THOUSAND FOUR HUNDRED THREE AND 66/100 ($8,403.66) DOLLARS per year to be paid upon execution of this Lease by Lessee and on or before the same date in each succeeding year for as long as this Lease is effective.

b. **Exhibit B**: The sum of TEN and 00/100 ($10.00) DOLLARS per year to be paid upon execution of this Lease by Lessee and on or before the same date in each succeeding year for as long as this Lease is effective.

Should any fee or charge be required to be received by the County as the result of a good faith claim against the County asserting that this Lease constitutes the disposition of the Property within the meaning of any covenants contained in the resolutions of the Board authorizing the issuance of bonds secured by a pledge of the revenues and assets of the County's utility system, Lessee, as a part of the rent payable hereunder, shall pay to the County all such fees and charges. The amount of such fees or charges, the prior period covered thereby, the time for payment thereof, and the amount of such fees or charges, and the time or times for payment thereof during the remaining period of the Lease shall all be in such amount, for such periods or time and at the times payable during said period of this Lease as shall be established by the County, in an agreement pursuant to which any claim of violation or breach of any covenant aforementioned shall be removed or cured. Nothing herein shall prevent the County from providing, out of legally available funds, a contribution in such amount as the County may find appropriate to assist Lessee with the payment of such fees or charges, provided that this shall never be construed as a pledge or ad valorem taxes or a charge to be paid out of the revenues of the utility system. Nothing contained herein, however, shall be construed as requiring the County to provide or pay any part of such fees or charges.

As additional rent, Lessee shall pay, as and when due and payable, all taxes, assessments or other charges that may be imposed by the State of Florida or any agency thereof against the Property or any part thereof with respect to this Lease and the operation and use of the Property in accordance with Section 3.

6. **IMPROVEMENTS**: Lessee accepts the Property as is. Lessee shall not install or construct any buildings, structures, fences or signs on the Property, except for as permitted herein, nor place any facilities or improvements requiring excavation, trenching, digging, holes or any below-grade disturbance. Except as expressly authorized herein, Lessee shall also be prohibited from installing or constructing any permanent structures on **Exhibit B**.

Lessee may locate bocce ball courts, horseshoe pits, and similar recreational improvements on the Property depicted in **Exhibit B** for the enjoyment of the residents of Lessee, provided such installations constitute non-permanent improvements and do not require excavation, trenching, digging, holes, or any below-grade disturbance. All such improvements shall be installed and maintained at the sole cost of Lessee. The County retains the right to access the Property at any time for utility installation, maintenance, repairs, relocation, replacement, or other utility-related work. If the County determines that removal or relocation of any bocce ball courts, horseshoe pits, or related improvements is necessary to accommodate such work, the County shall provide written notice to Lessee, and Lessee shall, at its sole cost, remove the improvements within ninety (90) days of the County's notice. If Lessee fails to remove the improvements within the required timeframe, the County may remove, relocate, or otherwise disturb the improvements as necessary, and the County shall have the right to invoice Lessee for all costs incurred in performing such work. Lessee shall pay any such invoice within thirty (30) days of issuance. Whether removed by Lessee or by the County, Lessee shall be soley responsible, at its cost, for the restoration, repair or reinstallation of any bocce ball courts, horseshoe pits, or related improvements removed or disturbed as a result of such work.

The Director of Utilities, or their designee ("Authorized Staff"), shall review all proposed plans for non-permanent improvements on Exhibit A and Exhibit B prior to Lessee submitting such plans for permitting, for the limited purposes of confirming the proposed plans do not interfere with the operation, maintenance, protection, or future expansion of County utility infrastructure, do not impair the County access rights, including recorded utility or drainage easements; and comply with the limitations established with this Lease, including the prohibition on excavation, trenching, digging holes, or any below grade disturbance. Determination of whether any proposed improvements comply with all applicable statutes, laws, rules, regulations, codes, and ordinances of governmental authorities shall be made by the Development Services Department through the normal permitting and development review process. Nothing in this Lease grants the Lessee any development rights or exempts the Lesse from any permitting, land-use, or development review requirements.

Lessee may perform normal landscape maintenance on the Property that does not involve digging or tree removal. The County encourages Lessee to trim cabbage palms and to remove or control invasive species, such as Brazilian pepper, in accordance with best management practices.

No approval, whether express or implied under this Lease, shall exempt Lessee from complying with all applicable statues, laws, rules, regulations, codes, or ordinances of the State of Florida or Manatee County, including the Land Development Code and the Florida Building Code, nor shall any approval limit, imped, or interfere with the County's ability to use or protect the use of the Property or any portion thereof for the operation, protection and maintenance of the County's utility system.

7. **CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED**: Prior to the commencement of any improvement or work on the Property, Lessee shall provide the County with copies of all contracts for the location of any facilities or improvements on the Property. For any such contract having an estimated cost equal to or greater than $25,000, Lessee shall, before commencement of the work, furnish or cause to be furnished performance and payment bonds, each in an amount not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the applicable contract, the satisfaction of all obligations arising thereunder, and the payment of all obligations arising from the work. Each bond shall be issued by a surety authorized to transact business in the State of Florida, shall be in a form approved by the County's County Administrator or his or her designee, and shall name "Manatee County, a political subdivision of the State of Florida" as an obligee and/or beneficiary entitled to enforce the obligations secured by the bond. Lessee shall deliver or cause to be delivered the required bonds to the County's County Administrator not later than the date on which work shall begin. No improvement or work subject to this paragraph shall commence until the County has issued such written notice of approval. The County's County Administrator or his or her designee shall review the bonds for compliance with these requirements and shall issue a written notice of approval upon determining that the required bonds have been furnished in the required form and amount. All premiums for the required bonds shall be paid by Lessee or Lessee's contractors.

8. **COMPLIANCE WITH APPLICABLE LAWS**: Lessee hereby covenants and agrees that all plans and specifications proposed by it and the work and installations required thereby shall conform to all applicable statutes, laws, rules, regulations, codes, and ordinances. Further, upon completion of any permitted improvements, Lessee shall cause the County to be provided with a certification to be executed by an authorized representative of Lessee and the contractors for Lessee certifying the following:

a. The location of the permitted improvements to or on the Property has been completed in conformance with the plans and specifications therefor and with all applicable statutes, laws, rules, regulations, codes, and ordinances of governmental authorities, and that an appropriate Certificate of Occupancy or Completion or any other certificate that may be required for the Property and for each permitted improvement thereon has been issued;

b. All contractors, subcontractors, materialmen, suppliers, engineers, architects and other persons, whose names and addresses shall be stated, who have rendered or furnished work, labor, services or materials have been paid in full; and

c. There is no outstanding indebtedness known to Lessee to be due and payable for work, labor, services or materials in connection with the location of any permitted improvements on or modifications to the Property, which might be or become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or other similar lien or claim.

9. **UTILITIES AND SERVICES**: Lessee shall pay for all Utility Services furnished to the Property. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, reclaimed water, trash, electricity, telephone, gas, cable TV, security systems and the like. Lessee shall contract for all Utilities Services in Lessee's name and pay all deposits and use charges as they become due.

10. **RIGHT OF ENTRY**: The County reserves the right, and Lessee shall permit the County, its agents or employees, to access and enter the Property to inspect the Property to assure its proper care and maintenance and for any other purposes reasonably connected with the County's ownership of the Property and the County's interest, including but not limited to the operation and maintenance of the County's utility system. The County may enter the Property at any time the County reasonably believes an emergency exists upon the Property, and as soon as reasonably possible, notify Lessee.

11. **OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY**: Upon expiration or termination of this Lease, all right, title and ownership in improvements within the Property, including plant materials, shall vest to the County. Any personal property remaining on the Property after expiration or termination of this Lease shall be retained by the County or, at the County's option, removed and disposed of with the cost of such removal and disposition borne by Lessee.

12. **MECHANIC'S LIEN**: In the event any mechanic's lien or other labor or material lien is filed against the Property or any portion thereof as a result of Lessee, its agents, contractors, subcontractors, or representatives, Lessee shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after Lessee has or receives notice from the County, and in the event Lessee fails to do so, the County may, at its option, obtain the discharge thereof and Lessee shall indemnify and hold harmless the County from and against any and all costs or expenses in connection therewith and shall reimburse the County for such costs and expenses on demand, including attorney fees.

13. **MAINTENANCE OF PROPERTY**: Lessee shall keep every part and portion of the Property and each facility and improvement thereon in good repair and in a neat, orderly, clean, safe and sanitary condition in compliance with all statutes, laws, rules, regulations, codes, and ordinances. Lessee will also observe and comply with all statutes, laws, rules, regulations, codes, ordinances, orders, requirements and governmental directions with respect to environmental protection of the Property. Lessee shall be responsible, at Lessee's sole cost and expense, for landscape maintenance of the grounds. Such landscape maintenance shall include but not be limited to, mowing, or cutting the grass and pruning or trimming all shrubs, bushes, trees and other vegetation on the Property in conformance with a schedule approved by the County.

14. **RISK OF LOSS**: The County shall not be responsible for damage to any facility, improvement, personal property, fixtures, furniture, or equipment belonging to Lessee or its residents caused by or resulting from fire, flood or any other casualty. Lessee shall be solely responsible for keeping the Property and personal property thereon

insured against loss or damage by fire, flood or other casualty.

15. **EFFECTS OF PARTIAL OR TOTAL DESTRUCTION**: If the Property or the facility or improvements thereon are damaged by fire, flood or other casualty, the County shall have no duty to repair or restore any facility or improvement. Lessee, in its sole discretion, may undertake and complete the repair or restoration of the Property or any building or structure thereon at its sole expense, including use of all insurance proceeds from Lessee's insurer. The County may require Lessee to deposit an amount equal to the County's estimated costs of removing any derelict structure and restoring the Property to the condition required by Section 22 of this Lease. In the event Lessee elects not to repair or reconstruct any facilities or improvements on the Property within such reasonable time as may be designated by the County after occurrence of loss or damage, the County may, at the County's option, terminate this Lease, and all insurance proceeds shall become the property of the County.

16. **COVENANTS OF LESSEE**: As consideration for this Lease, Lessee covenants and agrees to:

a. Abide by all statues, laws, rules, regulations, codes, and ordinances applicable to Lessee.

b. Maintain records, accounts, property records and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the County, to assure proper use of the Property and compliance with the provisions of this Lease and make such books and records available to the County for inspection and audit.

c. The performance of this Lease shall be in compliance with all applicable statutes, laws, rules, regulations, codes, ordinances, orders and requirements of federal, state and local governments and the Americans with Disabilities Act. Lessee covenants and agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs, be excluded from participation in or denied the benefits of employment by Lessee or be subjected to discrimination under any program or activity on the Property.

d. Lessee further agrees to comply with all such statutes, laws, rules, regulations, codes, and ordinances as may from time to time be imposed by any governmental authority and/or as shall from time to time be approved or recommended by the Board. Lessee covenants and agrees that the rights granted hereunder are and shall always be a limited right to use the Property which use shall at all times be subject to the needs, rights and interest of the County's utility system and that Lessee shall not interfere, permit or cause any interference with the maintenance, operations and activities of the County's utility system.

e. Lessee shall submit to the County by September 30th of each year a list of Lessee's Board of Trustees. Lessee agrees that paid staff shall not be a voting or elected member of Lessee's Board of Trustees.

f. Lessee shall not sublet or assign its rights under this Lease.

17. **TERMINATION**: Lessee's rights under this Lease shall terminate:

a. As of the date established in written notice to the County of Lessee's election to terminate this Lease.

b. By the County providing Lessee with written notice of termination at least one hundred and eighty (180) days in advance upon determination by the County in its sole discretion, that the Property is necessary for other County purposes or other purposes relating to the County's utility system. The advance written notice of termination may be reduced to ninety (90) days upon a determination by the County, in its sole discretion that the Property is necessary for other purposes in the event of a natural or manmade disaster, emergency condition or exigent circumstances. Upon surrender of the Property, Lessee shall bring the Property into compliance with the provisions of Section 22 of this Lease.

Immediately upon the occurrence of any event of default by Lessee. If this Lease is terminated for default, the County shall not be required or responsible for reimbursing Lessee for any costs of or value associated with the facilities and improvements located or installed upon the Property.

c. In the event this Lease is terminated for any reason prior to December 31, 2036, whether by the County or Lessee, any rent paid in advance shall be nonrefundable, and no proration, credit, or refund of rent shall be due to Lessee for any period following the effective date of termination. Lessee shall remain responsible for all rent and other amounts accrued and due through the effective date of termination.

18. **DEFAULT BY LESSEE**: Each of the following shall be deemed to be an Event of Default by Lessee under this Lease:

a. Lessee's failure to comply with any term, provision, agreement or covenant of this Lease, if such failure shall continue for more than thirty (30) days after written notice thereof to Lessee, or if such failure cannot reasonably be cured within said thirty (30) days and Lessee shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.

b. Lessee doing, or permitting to be done, anything which creates a lien upon the Property and such lien is not discharged or, within ninety (90) days after Lessee receives written notice of such lien being imposed against the Property, addressed by Lessee substantially in a manner provided in Section 18.a. herein.

c. The filing of a petition in bankruptcy by or against Lessee [unless the petition is vacated or dismissed within sixty (60) days of such filing], or Lessee is declared bankrupt or insolvent, or a receiver or trustee is appointed to take charge of Lessee's affairs or property, or Lessee makes an assignment for the benefit of creditors.

d. Issuance of an attachment at law against the goods, property or chattels of Lessee and any such levy not being vacated or dissolved or the attached property restored to Lessee by the giving or posting of a bond with surety within thirty (30) days after such attachment.

e. Lessee's failure, at any time during the term of this Lease, to comply with, observe and meet the terms and conditions required under any state or federal law, rule or regulation to maintain a not-for-profit tax-exempt status or causing or permitting any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property taxes.

19. **COUNTY'S REMEDIES**: In the Event of Default by Lessee, the County shall have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

a. To terminate this Lease and discontinue Lessee's use of the Property.

b. To enter the Property and fulfill Lessee's obligations under this Lease. Lessee shall reimburse the County on demand for any expenses which the County may incur in effectuating compliance with or performance of Lessee's obligations under this Lease; and the County shall not be liable for damages resulting to Lessee from such action.

c. To grant a lease to any entity to use the Property and the facilities thereon for a County or not-for-profit purpose as the County deems to be in the County's best interest, or demolish and remove any buildings, structures or improvements placed upon the Property by Lessee and restore the Property to the condition existing prior to this Lease, with Lessee to reimburse the County on demand for any expenses which the County may incur in so restoring the Property.

20. **EMINENT DOMAIN**: If any portion of the Property shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the Property so taken and the date legal title shall vest in the appropriator or condemnor. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of the County without participation by Lessee and without any deduction therefrom for any present or future intent or right of Lessee in and to the use of the Property. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with Lessee's use of the Property under this Lease, provided that Lessee, notwithstanding such

appropriation shall be able to operate as per the use identified in Section 3 on a reduced scale. Nothing herein shall prevent Lessee from asserting its claim as to the loss of value of any buildings, structures, facilities or improvements on the Property constructed thereon by Lessee.

21. **LESSEE'S ACCESS TO AND USE OF THE PROPERTY**: The County agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall, at all times during the terms of this Lease, be entitled to the use of the Property as herein provided without interference or hindrance from County or any persons, and Lessee shall have access to the Property at all times during the day and night.

22. **SURRENDER OF THE PROPERTY**: Lessee agrees to deliver up, cease and surrender to the County the Property and the facilities upon the expiration or earlier termination of this Lease, and the Property shall be in a neat, clean and orderly condition and Lessee's improvements and alterations shall be in compliance with all applicable laws, rules, codes, ordinances, and regulations.

23. **HOLDING OVER**: If Lessee shall continue to use or remain on the Property or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then Lessee shall be deemed liable for all damages for or resulting from such use of the Property or Facilities, or any part thereof. The County shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of Lessee's use of the Property as granted by virtue of this Lease, and the County shall have the right to take any and all steps or actions to remove Lessee and any of Lessee's employees from the Property.

24. **LEGAL FEES AND COSTS**: In the event that it becomes necessary for either Party to bring suit to enforce the terms of this Lease, 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 proceedings, post-judgement proceeding, dispute resolution proceeding, settlement negotiation, or pre-litigation negotiation, or otherwise arising under this Lease.

24. **INDEMNIFICATION**: Lessee shall indemnify, defend, and hold harmless the County, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses, and attorneys' fees which may accrue or be asserted against the County arising out of Lessee's lease or use of the Property and/or the facilities, Lessee's failure to perform as provided under this Lease, or Event of Default, irrespective of whether it is alleged or determined that the alleged claim, damages, etc. were caused by the negligence or omission of Lessee, its employees, subcontractors, volunteers, or agents. Lessee expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of Lessee shall in no way limit Lessee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Lessee's obligation and agreement

to indemnify, defend, and hold harmless the County does not include any negligent or intentional act of the County or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of Lessee's performance or failure to perform under the terms of this Lease and use of the Property and the facilities by Lessee 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 Lease, the County shall give notice thereof in writing to Lessee by certified mail addressed to Lessee at the address contained herein. Upon receipt of notice, Lessee, 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 Lease shall be deemed to affect the County's right to provide its own defense and recover from Lessee attorney 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 set forth in Section 768.28, Florida Statutes, or any successor provision addressing or relating to the County's sovereign immunity.

25. **INSURANCE**: Lessee shall procure and maintain insurance coverage as set forth below. The cost for insurance coverage is the sole responsibility of Lessee. Lessee shall obtain and submit to County within ten (10) calendar days before the date of occupancy, proof of the following minimum amounts of insurance on a standard ACORD form and shall maintain and keep in full force and effect during the term, and any renewals, of this Lease:

a. **Commercial General Liability Insurance**:

(Per Occurrence form only; claims-made form is not acceptable)
Coverage shall be afforded under a per occurrence policy form, and the 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

This policy shall contain severability of interests' provisions.

b. **Workers' Compensation Insurance**:

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 be included for the 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.

c. **Employer's Liability Insurance**:

Coverage limits of not less than:

- $100,000 Each Accident
- $100,000 Disease Each Employee
- $500,000 Disease Policy Limit

d. **Automobile Liability Insurance**

(Per Occurrence form only; claims-made form is not acceptable)
Coverage shall be afforded under a per occurrence policy form, and shall include 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 Named 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

e. **Content Insurance**:

"All Risks" coverage with replacement cost coverage is recommended if Lessee is using its own property in connection with the performance of this Lease.

f. **General Requirements**:

1. Prior to the execution of this Lease, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Lease remains in effect, Lessee 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 title or description of lease) evidencing the coverage set forth above and naming "Manatee County, a Political

Subdivision of the State of Florida" as an Additional Named Insured on the applicable coverage(s) set forth above. In addition, if requested in writing from the County, Lessee will provide the County with a copy of all applicable insurance policies. The address where such certificates and policies shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Manatee County Risk Manager and/or Property Management Department
Post Office Box 1000
Bradenton, FL 34206

Lessee 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 Risk Manager and/or Property Management Department at P.O. Box 1000, Bradenton, Florida 34206, including title or description of lease.

2. Lessee agrees that should it fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Lease.

3. Lessee waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the Lease and for any events occurring during the Lease term period, whether the suit is brought during the Lease term or not.

4. Lessee has sole responsibility for all insurance premiums and policy deductibles.

5. It is Lessee's responsibility to ensure that its agents, representatives, and sub-lessees, if applicable, comply with all the insurance requirements set forth herein.

g. **No Limitation of Potential Liability:** The stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Lessee's obligation to provide and maintain the insurance coverage specified or to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured on such coverage.

h. **No Waiver of Immunity:** Nothing herein shall be interpreted as a waiver by the County of its rights 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.

26. **NOTICES**: Every notice, demand, payment, request or other communication to be given under the terms of this Lease shall be in writing and delivered by hand against receipt or sent by nationally utilized overnight delivery service, and

addressed as follows (or to such other person or at such other address, of which any Party hereto shall give written notice as provided herein):

If to the County:	Manatee County Government Attention: Director of Property Management Department Property Management Department Post Office Box 1000 Bradenton, Florida 34206
and	Manatee County Government Attention: Director of Utilities Department 3647 Cortez Road Bradenton, Florida 34210
and	Manatee County Government Attention: County Attorney County Attorney's Office 1112 Manatee Avenue West, Suite 969 Bradenton, Florida 34205
If to Lessee:	Chairman Board of Trustees Trailer Estates Park and Recreation District 1903 69th Avenue West Bradenton, Florida 34207

27. **ENTIRE AGREEMENT**: This Lease contains the final and entire agreement between the County and Lessee with respect to the Property and is intended to be an integration of all prior negotiations and understandings. This Lease supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The County and Lessee are not bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained in this Lease.

28. **MUTUAL COOPERATION**: Nothing herein shall require or prohibit the County and Lessee from entering into additional agreements with respect to the Property or permitting Lessee to use County's abutting property or additional support, assistance or programs of cooperation between the Parties, provided that no such action or agreement, whether written or oral, shall alter or be deemed to alter this Lease unless reduced to writing signed by both Parties and specifically stating that the instrument is an addendum to or a part of the Lease.

29. **AMENDMENTS**: This Lease may not be amended, changed, modified, or supplemented other than as expressly provided herein, except by an instrument in writing executed by the County and Lessee.

30. **FLORIDA LAW AND MANATEE COUNTY VENUE**: This Lease shall be

governed, construed and enforced in accordance with the laws of the State of Florida. Venue for all disputes, whether by mediation, arbitration or litigation, shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida, or if in federal court, in the United States District Court for the Middle District of Florida, Tampa Division.

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

32. **INTERPRETATION**: The County and Lessee had equal input for the drafting of this Lease and were represented by counsel in negotiating this Lease's terms. Neither this Lease nor any uncertainty or ambiguity in this Lease shall be construed against the County or Lessee, whether under any rule of construction or otherwise. This Lease 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 County and Lessee. The County and Lessee have each carefully read the terms and conditions of this Lease and know and understand the contents and effect of this Lease.

33. **NO DEVELOPMENT RIGHTS CONFERRED**: Nothing herein shall be construed or deemed as giving approval for any improvement, development, or rezoning of the Property or any other property. Nothing contained in this Lease shall (i) create any development rights in favor of Lessee; (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 the Manatee County Land Development Code (LDC) and Comprehensive Plan. All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require the County, the Manatee County Planning Commission or the Board to approve any applications submitted by Lessee relative to the Property or any other 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 LDC.

34. **SEVERABILITY**: If any one or more of the provisions of this Lease 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 Lease, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the County and Lessee contained herein are not materially prejudiced and the intention behind the Lease continues to remain in effect.

35. **SOVEREIGN IMMUNITY**: The County is a political subdivision of the State of Florida and as such does not waive its immunity, and nothing herein shall be construed as a waiver of the County's rights, including the limited waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statutes, and the County expressly

reserves these rights to the fullest extent allowed by law.

36. **SURVIVABILITY**: Unless waived in accordance with Section 38, below, any liability or obligation arising during the Lease term shall survive this Lease's termination.

37. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates set forth in this Lease. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays as provided by 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 5 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).

38. **WAIVER**: The failure or neglect by the County or Lessee to enforce any right under this Lease shall not be deemed to be a waiver of such right or obligation. Unless otherwise specifically provided for herein, 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.

SIGNATURE PAGES TO FOLLOW

The County and Lessee have caused this Lease to be executed by their respective duly authorized representatives on the respective dates set forth below.

COUNTY:

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

LESSEE:

TRAILER ESTATES PARK AND RECREATION DISTRICT, a park and recreation independent special taxing district pursuant to Chapter 189, Florida statutes

By: _____
Chairman, Board of Trustees

Date: _____

Attest: _____
First Vice Chairman
Board of Trustees

EXHIBIT A

Legal Description and Sketch

Sketch and Description for the L&S Storage area. Exhibit "A"
(NOT A SURVEY)

Description:

A portion of the Southeast Quarter of Section 22, Township 35 South, Range 17 East, Tallahassee Meridian, located in Manatee County, State of Florida and being more particularly described as follows:

Commence at the southwest corner of American Park as recorded in Plat Book 21, Page 13, in the public records of Manatee County, State of Florida; thence N 89°38'00" E along the south line of said American Park for a distance of 365.31 feet to the southeast corner of said American Park; thence N 00°30'47" W along the east line of said American Park for a distance of 341.11 feet to the Point of Beginning; thence continue N 00°30'47" W along the east line of said American Park for a distance of 193.79 feet to the intersection with the north line of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 22, said intersection also being the northeast corner of said American Park; thence N 89°38'46" E along said north line of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 22 for a distance of 290.00 feet to the northeast corner of said Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 22; thence S 00°30'47" E along the east line of said Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 22 for a distance of 642.83 feet to the north right-of-way of 69th Avenue West (Bay Drive); thence S 89°38'00" W, parallel with the south line of the Southeast Quarter of said Section 22, for a distance of 110.04 feet; thence N 01°04'59" W for a distance of 187.30 feet; thence S 89°09'25" W for a distance of 128.93 feet; thence N 00°20'34" W for a distance of 263.19 feet; thence S 89°17'29" W for a distance of 49.95 feet to the Point of Beginning.

Reserving therefrom unto the Lessor, a perpetual, non-exclusive appurtenant easement for drainage purposes over, under and across a portion of land lying in the Southeast Quarter of Section 22, Township 35 South, Range 17 East, Tallahassee Meridian, located in Manatee County, State of Florida and being more particularly described as follows:

Commence at the northeast corner of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 22; thence S 00°30'47" E along the east line of said Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 22 for a distance of 115.53 feet to the Point of Beginning; thence continue S 00°30'47" E along the east line of said Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 22 for a distance of 527.30 feet to the north right-of-way of 69th Avenue West (Bay Drive); thence S 89°38'00" W, parallel with the south line of the Southeast Quarter of said Section 22, for a distance of 45.00 feet; thence N 25°56'35" E for a distance of 33.67 feet; thence N 00°30'47" W, parallel with said east line of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 22 for a distance of 496.85 feet; thence N 89°08'59" E for a distance of 30.00 feet to the Point of Beginning.

Containing 3.21 acres, more or less.

Certified to: Manatee County, Florida Board of County Commissioners

Surveyor's Notes:

1) Distances shown hereon are expressed U.S. Survey Feet.
2) Basis of Bearings Reference: North and the bearings shown hereon are based on the south line of American Park as recorded in Plat Book 21, Page 13, in the public records of Manatee County, State of Florida, as having a record bearing of N 89°38'00" E.
3) The sketch shown hereon was prepared for description purposes only and is not a field/boundary survey. An accurate field/boundary survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
4) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, rights-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
5) Lands shown hereon were not abstracted for easements, reservations, unrecorded deeds, unrecorded plats, rights-of-way, building setbacks, or restrictive covenants by Danny R. Swain, Florida Professional Surveyor and Mapper.
6) Easements are per the recorded plat/deed, if any.
7) This sketch and description does not reflect, determine, or guarantee ownership.
8) Existing improvements are not shown, if any.
9) Underground utilities were not located, if any.
10) Overhead utilities were not located, if any.
11) No attempt was made to locate any underground foundations.
12) Septic/Drain field not located, if any.
13) No attempt was made to locate written or unwritten easements or rights-of-way other than those shown hereon.
14) Additions or deletions to sketch(es), description(s), or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
15) This sketch, description, and report or copies thereof are not valid without the original signature and original raised seal of a Florida licensed Professional Surveyor and Mapper.
16) The description and sketch are not full and complete without the other.
17) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
18) Documents used in the preparation of this sketch and description:
    a. Plat of American Park, as recorded in Plat Book 21, Page 13, in the public records of Manatee County, State of Florida.
    b. General Land Office (G.L.O.) plat and field notes for Township 35 South, Range 17 East.
    c. Florida Department of Environmental Protection Certified Corner Records for Sections 22, Township 34 South, Range 17 East.
    d. Manatee County Property Appraiser Maps.
    e. Exhibit "A" - Parcel #2 Description and Sketch (Green Space), Manatee County Project / Job Number: 20130301, with a drawing date of June 27, 2012 by Todd E. Boyle, Florida Registered Surveyor and Mapper license number 6047, signature date of December 17, 2015.
    f. CAD information created by Mike Lilly (former Manatee County employee and Florida Professional Surveyor and Mapper) dated January 24, 2005.
    g. Exhibit "A" - Parcel #1 Description and Sketch, Manatee County Project / Job Number: 20130301, with a drawing date of June 28, 2013 by Todd E. Boyle, Florida Registered Surveyor and Mapper license number 6047, signature date of December 17, 2015.
19) Unless accompanied by the sheet bearing the original signature and original raised seal of a Florida licensed Professional Surveyor and Mapper this sketch is for informational purposes only and is not valid.
20) The parcel lines for adjoining landowners are from the Manatee County Property Appraiser and are for illustrative purposes only.

Survey Date: N/A

Date of Creation: October 06, 2026

Manatee County Property Management Department
Survey Division
Manatee County FLORIDA
9000 Town Center Parkway
Lakewood Ranch, Florida 34202
(941)748-4501

D. R. SWAIN

Danny R. Swain, P.S.M.
Professional Surveyor and Mapper
Florida Registration Number 5942

10/08/2026
DATE

Drawing Path: S:\SURVEY\2026 Jobs\20261002_Trailer Estates_S&D\CAD_DWG's\American Park Ver 2.dwg

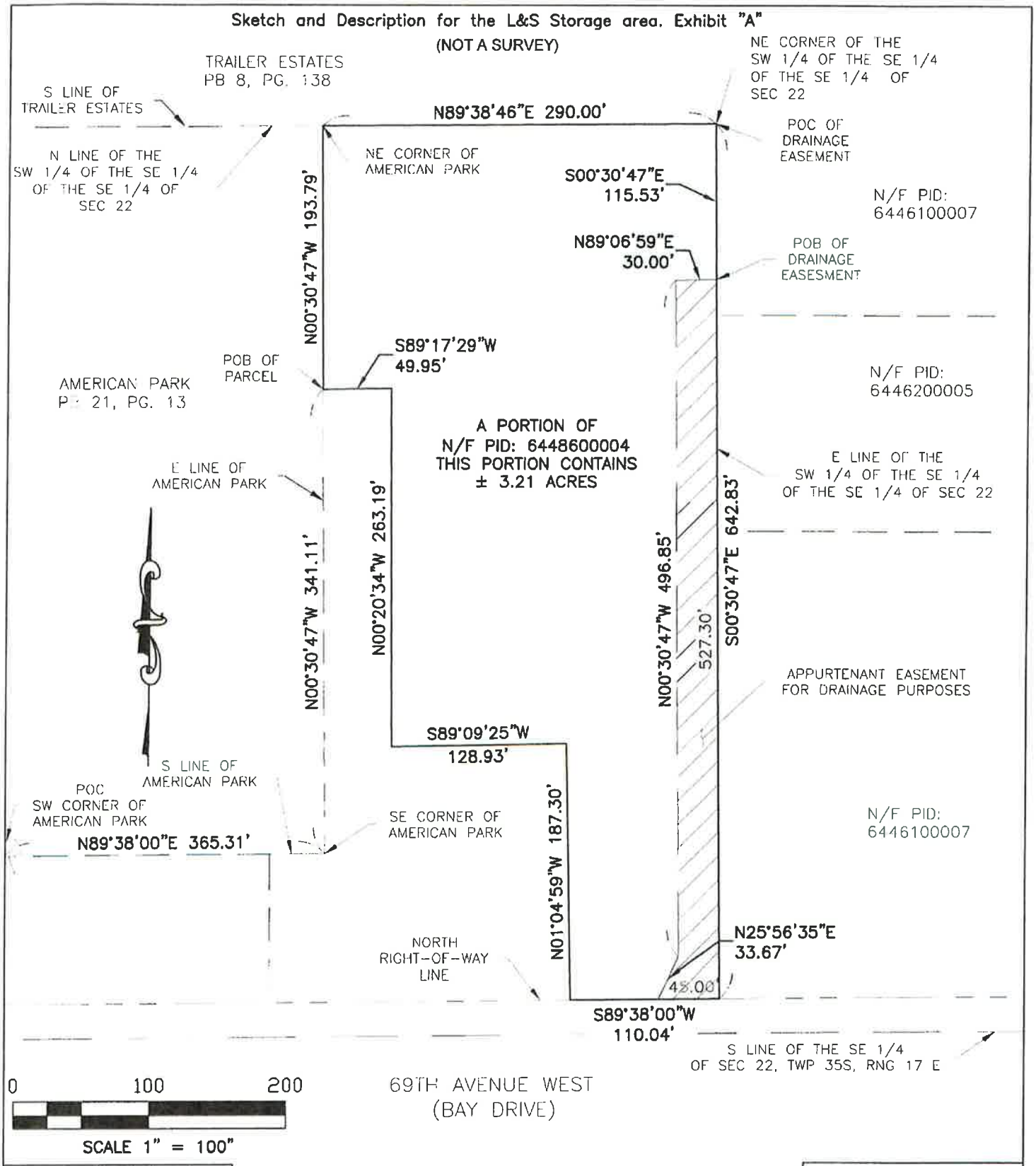
Sheet: 1 OF 2

Section(s) 22 Township 35 South, Range 17 East

Drawing Date: 10/06/26

Sketch and Description for the L&S Storage area. Exhibit "A"

(NOT A SURVEY)



SCALE 1" = 100"

Manatee County Property Management Department
Survey Division

9000 Town Center Parkway
Lakewood Ranch, Florida 34202
(941)748-4501

LEGEND

SEC = SECTION	= RIGHT-OF-WAY
TWP = TOWNSHIP	= BOUNDARY LINE
POB = POINT OF BEGINNING	= LOT LINE
O.R.B = OFFICIAL RECORDS BOOK	= SECTION LINE
PID = PARCEL IDENTIFICATION	
PB = PLAT BOOK	
N/F = NOW OR FORMERLY	
PSM = PROFESSIONAL SURVEYOR & MAPPER	
PG. = PAGE(S)	
RNG = RANGE	
POC = POINT OF COMMENCEMENT	

Drawing Path: S:\SURVEY\2026 Jobs\20261002_Trailer Estates_S&D\CAD_DWG's\American Park Ver 2.dwg

Sheet: 2 OF 2

Section(s) 22 Township 35 South, Range 17 East

Drawing Date: 10/06/26

EXHIBIT B

Legal Description and Sketch

Sketch and Description for American Park Green Space Exhibit "B"
(NOT A SURVEY)

Description:

A portion of the Southeast Quarter of Section 22, Township 35 South, Range 17 East, Tallahassee Meridian, located in Manatee County, State of Florida and being more particularly described as follows:

Commence at the southwest corner of American Park as recorded in Plat Book 21, Page 13, in the public records of Manatee County, State of Florida; thence N 89°38'00" E along the south line of said American Park for a distance of 5.00 feet to the Point of Beginning; thence continuing N 89°38'00" E along said south line of American Park for a distance of 320.00 feet; thence S 00°0'04" W for a distance of 103.00 feet; thence S 89°38'00" W, parallel with said south line of American Park, for a distance of 320.00 feet; thence N 00°00'04" E for a distance of 103.00 feet to the Point of Beginning.

Reserving therefrom unto the Lessor, a perpetual, non-exclusive appurtenant easement for utility purposes over, under and across a portion of land lying in the Southeast Quarter of Section 22, Township 35 South, Range 17 East, Tallahassee Meridian, located in Manatee County, State of Florida and being more particularly described as follows:

Commence at the southwest corner of American Park as recorded in Plat Book 21, Page 13, in the public records of Manatee County, State of Florida; thence N 89°38'00" E along the south line of said American Park for a distance of 5.00 feet to the Point of Beginning; thence continuing N 89°38'00" E along said south line of American Park for a distance of 320.00 feet; thence S 00°00'04" W for a distance of 64.35 feet; thence S 89°38'00" W, parallel with said south line of American Park, for a distance of 320.00 feet; thence N 00°00'04" E for a distance of 64.35 feet to the Point of Beginning.

Containing 0.76 acre, more or less.

Certified to: Manatee County, Florida Board of County Commissioners

Surveyor's Notes:

1) Distances shown hereon are expressed U.S. Survey Feet.

2) Basis of Bearings Reference: North and the bearings shown hereon are based on the south line of American Park as recorded in Plat Book 21, Page 13, in the public records of Manatee County, State of Florida, as having a record bearing of N 89°38'00" E.

3) The sketch shown hereon was prepared for description purposes only and is not a field/boundary survey. An accurate field/boundary survey of the parcel(s) described hereon may result in variations in bearings and/or distances.

4) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, rights-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.

5) Lands shown hereon were not abstracted for easements, reservations, unrecorded deeds, unrecorded plats, rights-of-way, building setbacks, or restrictive covenants by Danny R. Swain, Florida Professional Surveyor and Mapper.

6) Easements are per the recorded plat/deed, if any.

7) This sketch and description does not reflect, determine, or guarantee ownership.

8) Existing improvements are not shown, if any.

9) Underground utilities were not located, if any.

10) Overhead utilities were not located, if any.

11) No attempt was made to locate any underground foundations.

12) Septic/Drain field not located, if any.

13) No attempt was made to locate written or unwritten easements or rights-of-way other than those shown hereon.

14) Additions or deletions to sketch(es), description(s), or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.

15) This sketch, description, and report or copies thereof are not valid without the original signature and original raised seal of a Florida licensed Professional Surveyor and Mapper.

16) The description and sketch are not full and complete without the other.

17) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.

18) Documents used in the preparation of this sketch and description:

   a. Plat of American Park, as recorded in Plat Book 21, Page 13, in the public records of Manatee County, State of Florida.

   b. General Land Office (G.L.O.) plat and field notes for Township 35 South, Range 17 East.

   c. Florida Department of Environmental Protection Certified Corner Records for Sections 1 and 12, Township 34 South, Range 17 East.

   d. Manatee County Property Appraiser Maps.

   e. Exhibit "A" – Parcel #2 Description and Sketch (Green Space), Manatee County Project / Job Number: 20130301, with a drawing date of June 27, 2012 by Todd E. Boyle, Florida Registered Surveyor and Mapper license number 6047, signature date of December 17, 2015.

   f. CAD information created by Mike Lilly (former Manatee County employee and Florida Professional Surveyor and Mapper) dated January 24, 2005.

   g. Exhibit "A" – Parcel #1 Description and Sketch, Manatee County Project / Job Number: 20130301, with a drawing date of June 28, 2013 by Todd E. Boyle, Florida Registered Surveyor and Mapper license number 6047, signature date of December 17, 2015.

19) Unless accompanied by the sheet bearing the original signature and original raised seal of a Florida licensed Professional Surveyor and Mapper this sketch is for informational purposes only and is not valid.

20) The parcel lines for adjoining landowners are from the Manatee County Property Appraiser and are for illustrative purposes only.

21) Revised on October 07, 2026. Revision included rotating the basis of bearings, modifying notes, and changing language from a grant to a lease.

Survey Date: N/A

Date of Creation: July 01, 2026

Date of Revision: October 07, 2026

Manatee County Property Management Department
Survey Division
Manatee County FLORIDA
9000 Town Center Parkway
Lakewood Ranch, Florida 34202
(941)748-4501

STATE OF FLORIDA
5942
PROFESSIONAL SURVEYOR AND MAPPER

Danny R. Swain, P.S.M.
Professional Surveyor and Mapper
Florida Registration Number 5942

10/08/2026
DATE

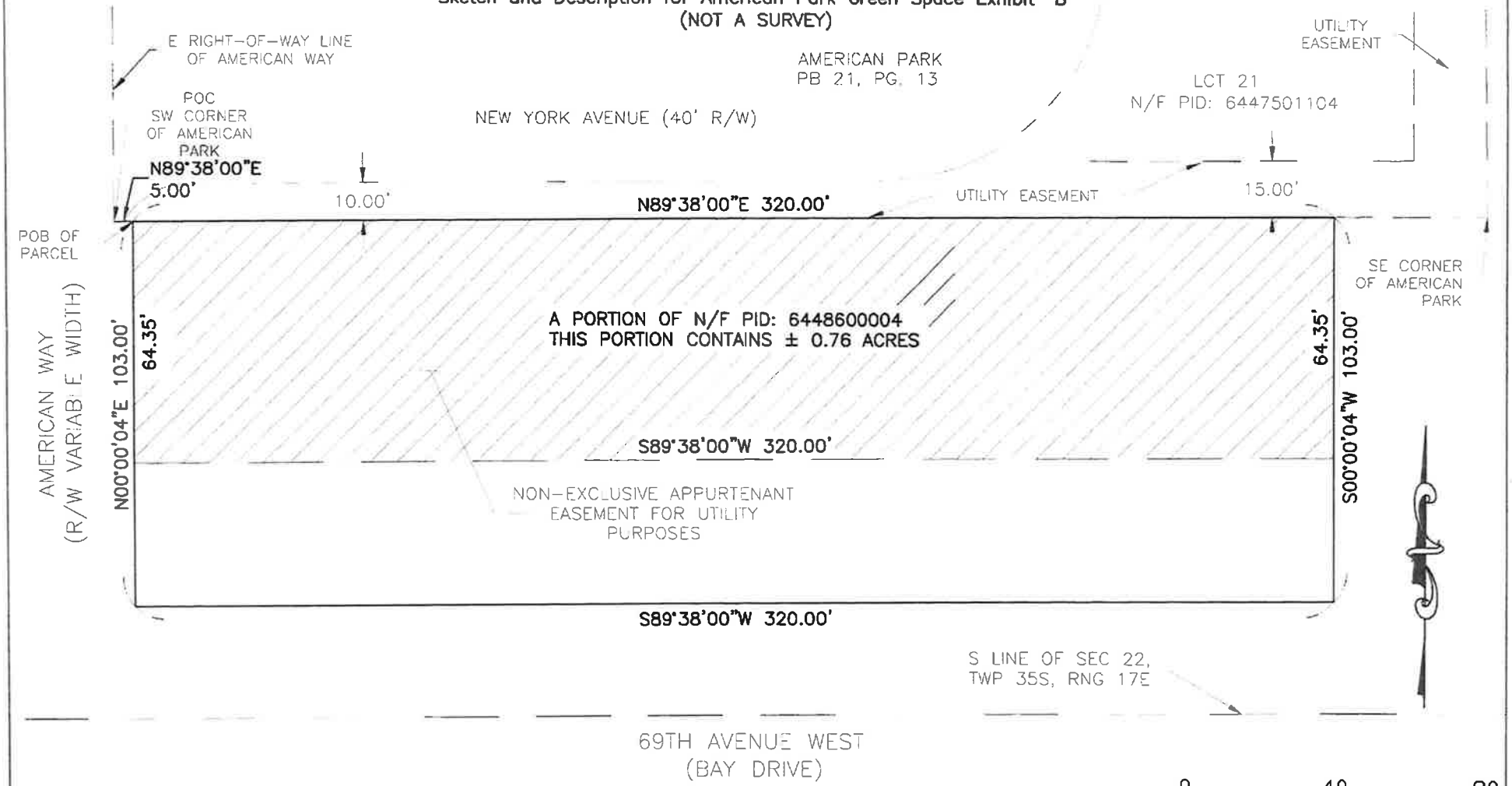
Drawing Path:
S:\SURVEY\2026 Jobs\20260317_American Park_Boundary\CAD_DWG's\American Park Exhibit B.dwg

Sheet: 1 OF 2

Section(s) 22 Township 35 South, Range 17 East

Drawing Date: 07/01/26

Sketch and Description for American Park Green Space Exhibit "B"
(NOT A SURVEY)



0 40 80

SCALE 1" = 40'

LEGEND

SEC	= SECTION	PG.	PAGE(S)
TWP	= TOWNSHIP	POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING	—·—·—	= RIGHT-OF-WAY
O.R.B	= OFFICIAL RECORDS BOOK	———	= BOUNDARY LINE
PID	= PARCEL IDENTIFICATION	— — —	= LOT LINE
PB	= PLAT BOOK	—·—·—	= ALIQUOT LINE
N/F	= NOW OR FORMERLY		
PSM	= PROFESSIONAL SURVEYOR & MAPPER		
R/W	= RIGHT-OF-WAY		

▨ = EASEMENT

Manatee County Property Management Department
Survey Division
Manatee County FLORIDA
9000 Town Center Parkway
Lakewood Ranch, Florida 34202
(941)748-4501

Drawing Path: S:\SURVEY\2026 Jobs\20260317_American Park_Boundary\CAD_DWG's\American Park Exhibit B.dwg

Sheet: 2 OF 2

Section(s) 22 Township 35 South, Range 17 East

Drawing Date: 07/01/26

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM PP 38

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Proposed Board & Treasure Barn Meeting Dates 2027

For Upcoming Meeting—Date November 17, 2026

Type of Meeting (check one): Workshop [-] Board Meeting [✓]

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): Make a Motion to adopt the 2027 Board & Treasure Barn Meeting dates as attached.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**

Attachments: (**Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.**) 2027 Meeting Calendar.

Trustee Chairman Lombardi

Date Submitted November 10, 2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

2027 Trailer Estates Park and Recreation District Meeting Dates

The Board of Trustees of TRAILER ESTATES PARK AND RECREATION DISTRICT has set the meeting dates for January 2027 - December 2027. Board and Treasure Barn Committee meetings are held in Mark's Hall, 1903 69th Ave West, Bradenton, FL 34207, as follows:

2027
Board Meeting & Workshops

January 19, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
February 16, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
March 2, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
March 16, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
April 6, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
April 20, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
May 18, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
June 15, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
July 20, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
August 17, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
September 21, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
October 19, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
November 16, 2027	Board Workshop 9:30 a.m., Board Meeting Follows
December 21, 2027	Board Workshop 9:30 a.m., Board Meeting Follows

2027
Treasure Barn Committee Meeting Dates

January 7, 2027	Regular Meeting 11:30 a.m.
February 4, 2027	Regular Meeting 11:30 a.m.
March 4, 2027	Regular Meeting 11:30 a.m.
April 1, 2027	Regular Meeting 11:30 a.m.
May 6, 2027	Regular Meeting 11:30 a.m.
June 3, 2027	Regular Meeting 11:30 a.m.
July	No Meeting
August	No Meeting
September	No Meeting
October 7, 2027	Regular Meeting 11:30 a.m.
November 4, 2027	Regular Meeting 11:30 a.m.
December 2, 2027	Regular Meeting 11:30 a.m.

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact an office staff member at (941) 756-7177, at least 48 hours in advance, to ensure that adequate accommodations are provided for access to the meeting.

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Use of Facilities: Refuse/Dumpster Policy - PP34

For Upcoming Meeting—Date 11/17/2026

Type of Meeting (check one): Workshop [-] Board Meeting [✓]

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): To approve the rewrite of the Refuse/Dumpster Policy - PP34 as discussed in the October 20, 2026 Workshop meeting.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)** None.

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Final rewrite of PP34

Trustee Lori Dalton

Date Submitted 11/03/2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

TRAILER ESTATES PARK AND RECREATION DISTRICT
USE OF FACILITIES: REFUSE/DUMPSTER POLICY PP 34

PURPOSE AND USE

Trailer Estates Park and Recreation District provides for the regular pickup of household garbage, excluding yard waste. Residents should check District notices for the current collection schedule.

The District dumpsters are provided for the exclusive use of Trailer Estates residents for disposal of normal household solid waste, including furniture and debris from small, self-completed interior or exterior projects. Separate dumpsters are provided for solid waste, yard waste, and recycling in the trailer storage yard. Access is controlled by resident FOB-ID.

CONTRACTORS AND CONSTRUCTION DEBRIS

For purposes of this policy, a contractor is any person or business performing work at a residence other than the homeowner/resident personally performing the work. Contractors performing work for a Trailer Estates resident are not permitted to use District dumpsters. This prohibition includes, but is not limited to, renovators, remodelers, paver installers, concrete contractors, flooring installers, roofers, landscapers, tree trimmers, and similar service providers.

A contractor generating construction, demolition, renovation, paver, concrete, roofing, flooring, or other project debris must provide for lawful removal of that debris at the contractor's or resident's expense. When a private dumpster is used, it must be placed at the job site in a location that does not obstruct roadways, sidewalks, drainage, utilities, or access. Residents are responsible for informing their contractors, vendors, guests, tenants, and other persons acting on their behalf of this policy. A resident may be held responsible for costs or violations resulting from the actions of such persons when the disposal was made for the benefit of, or in connection with work at, the resident's property.

PROHIBITED ACTS

It is a violation of District policy to:

1) Place items in a dumpster that is filled to capacity or marked with a sign stating "No More Dumping Today."
2) Place any item above the top rim of a dumpster, allow material to protrude from a dumpster, or otherwise overload a dumpster.
3) Place material in the incorrect dumpster, including solid waste in the yard waste or recycling dumpster.
4) Place prohibited or non-recyclable material in the recycling dumpster.
5) Place, leave, stack, or abandon any item on the ground, beside a dumpster, against a dumpster, or elsewhere in or around the dumpster area.

6) Place appliances, including refrigerators, ovens, washers, dryers, or air-conditioning units, or electronics, including televisions and computer monitors, in or around any dumpster.
7) Place hazardous materials, including flammables, oils, batteries, chemicals, paint, propane tanks, or similar materials, in or around any dumpster.
8) Allow or direct a contractor to use a District dumpster or provide a contractor with FOB access for that purpose.
9) Use another resident's FOB, lend a FOB to another person for unauthorized dumping, or otherwise attempt to circumvent this policy.

ENFORCEMENT AND PENALTIES

The dumpster area is subject to video surveillance and access control. In determining responsibility for a violation, the District may consider video or photographic evidence, FOB access records, eyewitness information, contractor information, vehicle information, and other reasonably available evidence.

A person responsible for a violation shall be charged the District's actual cost to correct, remove, clean up, transport, or properly dispose of the material, plus an administrative fee equal to twenty-five percent (25%) of the actual cost. Actual cost may include third-party charges, special hauling or dumpster charges, equipment costs, and District labor directly associated with correcting the violation.

When a violation creates an immediate safety, health, operational, or access concern, the District may remove or correct the condition without prior notice. Immediate correction does not relieve the responsible party of any costs, administrative fees, or other penalties.

Repeat or serious violations may be scheduled for a public hearing and processed in accordance with the Rules and Regulations, Part E: Penalties. Egregious violations, including disposal of excessive construction or demolition debris, may also include all special hauling, dumpster, disposal, labor, equipment, and related costs incurred by the District.

Nothing in this policy limits any other remedy or enforcement procedure available to the District under its Rules and Regulations or applicable law.

RECYCLING

Only materials accepted under the District's current recycling program may be placed in the recycling dumpster. Residents must follow the current recycling requirements established by the District's contracted waste hauler and/or Manatee County, as applicable.

Plastic bags, Styrofoam, solid waste, yard waste, hazardous materials, and any material not accepted by the current recycling program shall not be placed in the recycling dumpster. Recycling requirements may change from time to time. Current instructions posted by the District at the dumpster area or otherwise distributed to residents are incorporated into this policy for operational purposes.

YARD WASTE

Only brush, tree and shrub trimmings, leaves, and grass may be placed in the Yard Waste dumpster. Paper lawn bags may be used.

NO PLASTIC BAGS. No soil, rocks, concrete, construction debris, household garbage, or other non-vegetative material may be placed in the Yard Waste dumpster.

SOLID WASTE

The Solid Waste dumpster is for normal household trash, furniture, and permitted residential debris generated by residents in accordance with this policy.

FLAMMABLES, OILS, BATTERIES, CHEMICALS, PAINT, TELEVISIONS, COMPUTER MONITORS, A/C UNITS, LARGE APPLIANCES, HAZARDOUS MATERIALS, AND PROPANE TANKS MAY NOT BE PLACED IN OR AROUND ANY DISTRICT DUMPSTER.

DISPOSAL OF PROHIBITED ITEMS

Residents are responsible for arranging lawful disposal of items that are not accepted in District dumpsters. The District may post or distribute information regarding available disposal, recycling, or special collection options. Because outside disposal programs and service providers may change, such information is informational only and is not incorporated as a permanent part of this policy.

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

DUE IN OFFICE 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Correct Minutes from August 18, 2026

For Upcoming Meeting—Date 11/17/2026

Type of Meeting (check one): Workshop [-] Board Meeting [✓]

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): To approve the "Corrected" minutes from the August 18, 2026 Board Meeting. These minutes were previously approved "As Written" during the October 20, 2026 Board Meeting.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)** None.

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Page 1 of the 8/18/26 Minutes with the correction identified.

Trustee Lori Dalton

Date Submitted 11/03/2026

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

APPROVED AS CORRECTED, OCTOBER 20, 2026
TRAILER ESTATES PARK & RECREATION DISTRICT
BOARD OF TRUSTEES REGULAR BOARD MEETING
AUGUST 18, 2026
MARK'S HALL
1903 69TH AVENUE WEST
BRADENTON, FL 34207

The Regular Board Meeting was called to order by Todd Lombardi at 10:46 a.m.

ROLL CALL: Mike Duprey, Richard Fernandez, Todd Lombardi, Karon Murphy and Rod Smith present. Lori Dalton, Margo Fegley, Lenora Neal and Mark Woloshyn joined via Zoom. Park Manager, Lee Morris, was present in the hall.

PUBLIC COMMENT:

1) Susan Jackett, 2115 IA – She stated it is a bad idea to have Wave Boat Club come into our marina. She detailed why including playing a recording from the internet. She ended saying it was a super bad idea.

Closed Public Comment

APPROVAL OF MINUTES:

Rod made a motion to approve the Workshop Meeting Minutes of July 21, 2026, seconded by Mike. The minutes were approved as written 9/0.

Mike made a motion to approve the Regular Board Meeting Minutes of July 21, 2026, seconded by Richard. The minutes were approved as written 9/0.

REPORT OF TREASURER:

Regions Bank Money Market: $ 1,638,940.55
Trailer Estates Payroll Account: $ 8,581.78
Trailer Estates Vendor Pay Account: $ 110,901.93
TOTAL: $ 1,758,424.26