

**LANDSCAPE MAINTENANCE AGREEMENT BETWEEN
POLK COUNTY AND MYRTLEBROOK PRESERVE HOMEOWNERS
ASSOCIATION, INC.**

This Agreement is made and entered into as of the Effective Date (defined in Section 5, below), by and between **POLK COUNTY**, a political subdivision of the State of Florida, (hereinafter the "**COUNTY**") and **Myrtlebrook Preserve Homeowners Association, Inc.**, its successors and assigns (hereinafter the "**ASSOCIATION**").

W I T N E S S E T H

A. **WHEREAS**, the **COUNTY** has jurisdiction over and maintains the following county roads as part of the County Road System: Myrtle Road, Myrtlebrook Drive, Evergreen Meadows Drive, Flowering Shrub Street, and Tract G, recorded in the Public Records of Polk County, Plat Book 213, Pages 13-15 (hereinafter the "Roads"); and

B. **WHEREAS**, the **ASSOCIATION** wishes to place, maintain, and preserve certain landscape and irrigation improvements within the right-of-way of the Roads; and

C. **WHEREAS**, the **COUNTY** agrees that said landscape and irrigation improvements may be placed and maintained in the County right-of-way as proposed by the **ASSOCIATION** pursuant to the terms and conditions set forth herein; and

D. **WHEREAS**, Polk County Utilities maintains a potable waterline in the County right-of-way and has the right to maintain or reconstruct the water line.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant agreement.

2. Definitions.

2.1. For the purposes of this Agreement, "Landscape Improvements" are defined as landscaping features to be placed within the right-of-way of the Roads pursuant to this Agreement, and in accordance with the State of Florida Department of Transportation's *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, including, but not limited to, any sod, grass, plants, shrubs, hedges, and/or trees, and irrigation facilities placed and maintained in the right-of-way as indicated in Exhibit A, which is attached hereto and made a part hereof.

2.2. The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs.

3. Scope and Obligations.

3.1. Polk County will acquire no ownership interest in the Landscape Improvements by virtue of entering into this Agreement or the installation and maintenance of such improvements in the County's rights-of-way.

3.2. The **ASSOCIATION** hereby agrees to install and maintain the Landscape Improvements placed in the right-of-way of the Roads in accordance with the Landscape Improvements attached herewith as Exhibit A.

3.3. The Association acknowledges and understands that the **COUNTY**, at any time, may remove, relocate, or adjust any or all of the Landscape Improvements under this Agreement for the purpose of widening, improving, altering, or making any necessary changes to the Roads to meet the **COUNTY'S** future needs. The **COUNTY** shall provide the **ASSOCIATION** sixty (60) calendar days' notice to remove or relocate said Landscape Improvements after which time, if they are not removed or relocated, the **COUNTY** may remove the same without any reimbursement to the **ASSOCIATION** for the value of said improvements or for any damages related thereto.

3.4. The **ASSOCIATION** shall provide a four (4) foot recovery zone in conjunction with the Landscape Improvements placed in the right-of-way of the Roads in conformity with the standards set forth in the State of Florida Department of Transportation's *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*. The **ASSOCIATION** shall not add Landscape Improvements, nor shall it allow Landscape Improvements to remain within the subject right-of-way, which in any way impede the line of sight for drivers and/or pedestrians. During the term of this Agreement, the **COUNTY's** roadway maintenance unit shall monitor the Landscape Improvements to ensure the Landscape Improvements remain in conformity with the above referenced standards. The **COUNTY** reserves the right to remove any Landscape Improvements found to create safety problems as determined by the **COUNTY** in its sole discretion.

3.5. In conjunction with the Landscape Improvements described herein, the **ASSOCIATION** may place an irrigation line in the right-of-way of the Roads to provide irrigation to Landscape Improvements placed in the right-of-way of said roadway. Said irrigation line shall be placed consistent with Polk County standards for irrigation found in Section 720 of the Land Development Code and the Florida Building Code.

3.6. The **COUNTY's** potable water line (the "Utility") lies beneath the area chosen for the Landscape Improvements. The **ASSOCIATION** shall avoid digging or trenching for

Landscape Improvements that exceed a depth of eighteen (18) inches. The **COUNTY** shall not be responsible for maintenance or restoration of the Landscape Improvements if there is a need to access the Utility. Restoration and maintenance of the Landscaping Improvements that may result from any Utility work rests solely upon the **ASSOCIATION**.

3.7. This Agreement pertains only to the installation and maintenance of the Landscape Improvements as defined herein within the right-of-way of the Roads as depicted in Exhibit A. No signs, walls, or other structures may be placed in the right-of-way without full compliance with the Polk County Land Development Code including, but not limited to, obtaining a right-of-way use permit for such structure and any necessary building permits.

4. Termination. This Agreement may be terminated under either of the following conditions:

A. By the **COUNTY**, upon ten (10) days written notice, if the **ASSOCIATION** fails to perform under the terms and conditions of this Agreement; or

B. By either party, upon sixty (60) days written notice to the other party.

5. Effective Date. This Agreement shall become effective on the date that the last Party executes the instrument.

6. Notice. The Parties hereby agree and understand that written notice, mailed or delivered, shall constitute sufficient notice. All notices required under this Agreement shall be given to the parties by certified mail, return-receipt requested, hand-delivery or express courier, and shall be effective upon receipt. Notices shall be sent to the parties at the address set forth below:

Notice to DEVELOPER shall be:

MYRTLEBROOK PRESERVE HOMEOWNERS ASSOCIATION, INC
4110 South Florida Avenue, Suite 200
Lakeland, FL 33813

Notice to COUNTY shall be:

Polk County Roads & Drainage Division
c/o Director of Roads & Drainage
3000 Sheffield Road
Winter Haven, FL 33880

with a copy to:
Polk County Land Development Division
c/o Concurrency & Entitlements Manager
330 West Church Street
Bartow, FL 33830

County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

7. Indemnification.

7.1. The **ASSOCIATION**, its successors and assigns, shall indemnify, defend (by counsel reasonably acceptable to the **COUNTY**), protect and hold the **COUNTY**, its officers, employees, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, or death or injury to any person or damage to any property whatsoever, arising out of or resulting from, either directly or indirectly, the installation and the maintenance responsibilities of the Landscaping Improvements by the **ASSOCIATION** pursuant to the terms of this Agreement, or the negligent, intentional or willful acts of the **ASSOCIATION**, its employees, contractors, members, or agents in carrying out the responsibilities under this Agreement; provided, however, that the **ASSOCIATION** shall not be obligated to indemnify the **COUNTY** with respect to any such claims or damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the **COUNTY**, its officers, agents or employees.

7.2. Should the **COUNTY** receive a notice of claim for damages that may have been caused by the **ASSOCIATION** in the performance of its responsibilities under this Agreement, the **COUNTY** shall immediately forward the claim to the **ASSOCIATION**. The Parties shall evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **COUNTY** will determine whether to require the participation of the **ASSOCIATION** in the defense of the claim or to require the **ASSOCIATION** to defend the **COUNTY** in such claim as described in this section. The **COUNTY**'s failure to promptly notify the **ASSOCIATION** of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the

ASSOCIATION.

7.3. The **ASSOCIATION** shall pay its own expenses for any evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party shall be responsible for all expenses at trial.

8. Compliance and Legal Requirements.

8.1. Public Records. In accordance with Section 119.0701, Florida Statutes, the Association agrees to comply with the following public records laws:

8.1.1. The Association acknowledges the COUNTY'S obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Association further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Association shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

8.1.2. Without in any manner limiting the generality of the foregoing, to the extent applicable, the Association acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the COUNTY to perform the services required under this Agreement;

(2) upon request from the COUNTY'S Custodian of Public Records or their designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Association does not transfer the records to the COUNTY; and

(4) upon completion of this Agreement, transfer at no cost to the COUNTY all public records in possession of the Association or keep and maintain public records required by the COUNTY to perform the service. If the Association transfers all public records to the COUNTY upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the Association keeps and maintains public records upon completion of this Agreement, the Association shall meet all applicable requirements for maintaining public records. All records

stored electronically must be provided to the COUNTY, upon request from the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

8.1.3. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: RECORDS MANAGEMENT LIASON OFFICER POLK COUNTY, 330 WEST CHURCH STREET, BARTOW, FLORIDA 33830; 863-534-6000.

9. General Provisions.

9.1. Assignment. This Agreement may not be assigned in whole or in part without the written approval of all Parties. Any such assignment or attempted assignment shall be null and void.

9.2. Amendments. This Agreement may only be modified by a written instrument, mutually accepted by the Parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding.

9.3. Severability. All clauses contained herein shall act independently of each other. If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

9.4. Waiver. Failure by the Parties to insist upon strict performance of any covenant, term, provision, or condition of this Agreement, or to exercise any right or option contained herein, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but shall remain in full force and effect.

9.5. Governing Law and Venue. This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the laws of the State of Florida, and the ordinances, rules, and regulations of Polk County. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

9.6. Attorneys' Fees. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including appellate or bankruptcy proceedings.

9.7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but which collectively shall form a single agreement.

9.8. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

9.9. Integration. This Agreement, including referenced plans, exhibits, and attachments herewith, shall constitute the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, either written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

**MYRTLEBROOK PRESERVE
HOMEOWNERS ASSOCIATION, INC**

By: 

Name Brandon Williams

Title Land Coordinator

By: 

Name D. Jane Adams

Title President

Date: 10/29/25

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

By _____
William Beasley, County Manager

Date: _____

ATTEST

Stacy M. Butterfield, Clerk

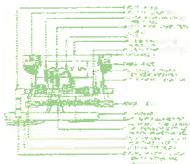
Approved as to form and legal sufficiency

By _____
Deputy Clerk

By _____
County Attorney

Exhibit "A"
Landscaping Improvement Graphic
See Attached

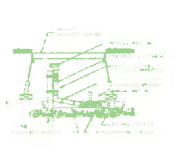




REMOTE CONTROL VALVE



MANUAL LINE FLUSH VALVE



QUICK COUPLER VALVE WITH PVC BALL VALVE



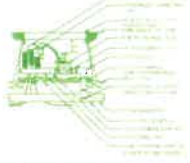
PEDISTAL MOUNT CONTROLLER



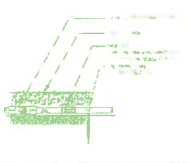
TREE BUBBLER



DRIP ZONE INDICATOR



REMOTE CONTROL VALVE



DRIP TUBE



PP DEVICE



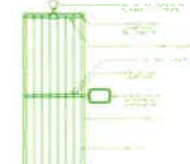
RP GRILLE WITH ENCLOSURE



DRIP END FEED LAYOUT



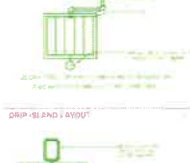
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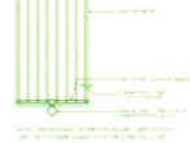
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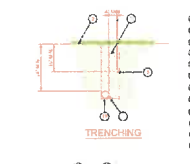
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TRENCHING



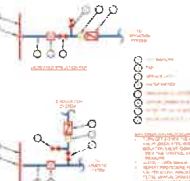
SLEEVING



PIPE AND SLEEVE INSTALLATION



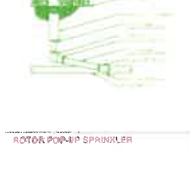
AUTOMATIC DRAIN VALVE



WATER TAP OUTLET



ROP-UP SPRAY HEAD



ROTOR POWER SPRINKLER

CS-502-14

- [illegible]

Results



- [illegible]

46-924

- [illegible]

Symptoms

- [illegible]

- LASCO® P SERIES SCH. 40 PVC TRUE UNION S&V VALVE, MAXIMUM SIZE
 1/2" DRAIN WATER METER AND TAP (BY OTHERS) SIZE AS NOTED ON THE PLAN
 RAIN/REFRIG. SPRINKLER CONTROL VALVE #22 DECO DECOR MODULE
 RAINBOW 100% C.R. RAIN FREEZE SENSOR - CONFIRM SENSOR LOCATION WITH OWNER'S REPRESENTATIVE

PURPLE - IRRIGATION LATERAL LINE CLASS 200 PZ

- [illegible]

1. LTP SHALL SELECT R VAN SPRAY NOZZLES FOR "HEAD TO HEAD" COVERAGE. ADJUSTED FOR NO OVERSPRAY ONTO "WALKS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED.

PURPLE PIPE AND NON-ROTABLE EQUIPMENT INCLUDING VALVE BOXES

REGULATION AND CONSERVATION SHALL BE ACCOMPLISHED THROUGH THE FOLLOWING EFFORTS:

3. USE OF RAIN SENSOR SHUT OFF OVER-SIDE DEVICE

LATERAL PIPE SHALL BE SIZED TO ALLOW A MAXIMUM FLOW VELOCITY OF 4 FEET PER SECOND ACCORDING TO THE FOLLOWING CHART

[illegible]

IRRIGATION SPECS



LI-4

