

Sia Mollanazar

To: William Clague
Cc: Dan Schlandt
Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Sincerely

Sia Mollanazar, PE , County Engineer
Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, FL 34208
941-708-7487

From: William Clague
Sent: Thursday, August 02, 2018 4:05 PM
To: Sia Mollanazar <sia.mollanazar@mymanatee.org>
Cc: Dan Schlandt <dan.schlandt@mymanatee.org>
Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Sia:

I have no objection to the redlined changes.

William Clague, Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205
(941)745-3750
william.clague@mymanatee.org

From: Sia Mollanazar
Sent: Wednesday, August 1, 2018 2:09 PM
To: William Clague <william.clague@mymanatee.org>
Cc: Dan Schlandt <dan.schlandt@mymanatee.org>
Subject: FW: DR Horton - Braden River Shores - Alternative Connection Agreement

Bill,

We met with Dr Horton yesterday. They will pay phase 1 after execution and pay phase 2, 18 month after execution or sooner. I went over this with Dan and he approved the business side of it. We got this counter red line edit from Grimes. They have accepted your changes/ comments; new red line is on page 3 and 4 . we are ok with it. Recitals E and F is also different than the one you look at.

We want to go to BCC on Aug 22nd. They want to close on Aug 30th.

Pretty please

Sincerely

Sia Mollanazar, PE , County Engineer
Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, FL 34208
941-708-7487

From: Kyle Grimes [<mailto:KGrimes@grimesgoebel.com>]
Sent: Wednesday, August 01, 2018 1:41 PM
To: Sia Mollanazar <sia.mollanazar@mymanatee.org>
Cc: Scott May <scott.may@mymanatee.org>; Caleb Grimes <cgrimes@grimesgoebel.com>; Dave Branning <Dave.Branning@mymanatee.org>; George Giovino <george.giovino@mymanatee.org>; Nicole Fortson <nfortson@grimesgoebel.com>; Jeb Mulock <JebM@znseng.com>; AEMize@drhorton.com
Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Sia,

I'm not sure why it is not going through as a redline, however, attached please find a pdf of the redlined document. Let me know if you have any other problems.

Thanks,
Kyle

From: Sia Mollanazar [<mailto:sia.mollanazar@mymanatee.org>]

Sent: Wednesday, August 01, 2018 1:38 PM

To: Kyle Grimes <KGrimes@grimesgoebel.com>

Cc: Scott May <scott.may@mymanatee.org>; Caleb Grimes <cgrimes@grimesgoebel.com>; Dave Branning <Dave.Branning@mymanatee.org>; George Giovino <george.giovino@mymanatee.org>; Nicole Fortson <nfortson@grimesgoebel.com>; Jeb Mulock <JebM@znseng.com>; AEMize@drhorton.com

Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Kyle

I am not tech -savvy, but I think these are all clean copy.
I can't get it to show redline edit, even when I print it.

Sincerely

Sia Mollanazar, PE , County Engineer
Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, Fl. 34208
941-708-7487

From: Kyle Grimes [<mailto:KGrimes@grimesgoebel.com>]

Sent: Wednesday, August 01, 2018 11:38 AM

To: Sia Mollanazar <sia.mollanazar@mymanatee.org>

Cc: Scott May <scott.may@mymanatee.org>; Caleb Grimes <cgrimes@grimesgoebel.com>; Dave Branning <Dave.Branning@mymanatee.org>; George Giovino <george.giovino@mymanatee.org>; Nicole Fortson <nfortson@grimesgoebel.com>; Jeb Mulock <JebM@znseng.com>; AEMize@drhorton.com

Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Sia,

Attached, please find the revised Alternative Connection Agreement (clean copy and redline copy). All COA comments have been included and accepted other than those changes we have discussed, which you can see in the redlined version. Please let me know if you have any questions or concerns.

Thank you,

Kyle W. Grimes
Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, P. L.
1023 Manatee Avenue West
Bradenton, Florida 34205
T: 941.748.0151
F: 941.748.0158
E: KGrimes@grimesgoebel.com

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From: Sia Mollanazar [<mailto:sia.mollanazar@mymanatee.org>]

Sent: Wednesday, August 01, 2018 7:07 AM

To: Kyle Grimes <KGrimes@grimesgoebel.com>

Cc: Scott May <scott.may@mymanatee.org>; Caleb Grimes <cgrimes@grimesgoebel.com>; Dave Branning <Dave.Branning@mymanatee.org>; George Giovino <george.giovino@mymanatee.org>; Nicole Fortson <nfortson@grimesgoebel.com>; Jeb Mulock <JebM@znseng.com>; AEMize@drhorton.com

Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Kyle,

I have received Ok for what we talked about yesterday: pay phase 1 at execution or so many days after execution and pay phase 2 within 18 month or earlier post execution.

Please go head draft that.

Also you may consider a language based on following for purpose of reservation of line capacity:.

“Provided the Applicant has made the PFSM Payment for xxx EDU's, the line capacity for wastewater service shall be reserved for the xxx EDU's for the Project Site for so long as a PSP/ or Final Site Plan or amended PSP/ or Final Site Plan for the Project Site is valid. “

Sia Mollanazar, PE , County Engineer

Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, FL 34208
941-708-7487

From: Kyle Grimes [<mailto:KGrimes@grimesgoebel.com>]
Sent: Friday, July 27, 2018 11:46 AM
To: Sia Mollanazar <sia.mollanazar@mymanatee.org>
Cc: Scott May <scott.may@mymanatee.org>; Caleb Grimes <cgrimes@grimesgoebel.com>; Dave Branning <Dave.Branning@mymanatee.org>; George Giovino <george.giovino@mymanatee.org>; Nicole Fortson <nfortson@grimesgoebel.com>
Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Thank you, Sia.

I have reviewed the changes to the draft agreement and would like to go ahead and set up a meeting to finalize the terms of the agreement, specifically in regard to the number of units. If you have no objection, I have asked Nicole to set up a meeting with Janice for next week. Please give me a call at the office if you would like to discuss this issue prior to the meeting.

Thank you,

Kyle W. Grimes
Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, P. L.
1023 Manatee Avenue West
Bradenton, Florida 34205
T: 941.748.0151
F: 941.748.0158
E: KGrimes@grimesgoebel.com

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From: Sia Mollanazar [<mailto:sia.mollanazar@mymanatee.org>]
Sent: Thursday, July 26, 2018 3:42 PM
To: Kyle Grimes <KGrimes@grimesgoebel.com>
Cc: Scott May <scott.may@mymanatee.org>; Caleb Grimes <cgrimes@grimesgoebel.com>; Dave Branning <Dave.Branning@mymanatee.org>; George Giovino <george.giovino@mymanatee.org>
Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Here you go Kyle

We still have to discuss the number of units

Sincerely

Sia Mollanazar, PE , County Engineer
Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, FL 34208
941-708-7487

From: Kyle Grimes [<mailto:KGrimes@grimesgoebel.com>]
Sent: Thursday, July 26, 2018 3:34 PM
To: Sia Mollanazar <sia.mollanazar@mymanatee.org>
Cc: Scott May <scott.may@mymanatee.org>; Caleb Grimes <cgrimes@grimesgoebel.com>
Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Good afternoon Sia,

I'm getting some push from our client regarding the status of the Braden River Shores Alternative Connection Agreement. Can you could please let me know where we are on this and when we can expect final comments and/or approval?

Thank you,
Kyle Grimes

From: Kyle Grimes
Sent: Tuesday, June 26, 2018 1:55 PM
To: 'Sia Mollanazar' <sia.mollanazar@mymanatee.org>; Scott May <scott.may@mymanatee.org>

Cc: Caleb Grimes <CGrimes@grimesgoebel.com>

Subject: RE: DR Horton - Braden River Shores - Alternative Connection Agreement

Good afternoon Sia,

I just want to check in to see if you have had an opportunity to review the attached Alternative Connection Agreement for DR Horton's Braden River Shores Project. I have made a small revision to the payment paragraph to reflect the number of single family homes DR Horton is seeking in its FSP applications (the red text). Our client has applied for FSP approval for Phase 1 and would like to put this Agreement on the BOCC agenda as soon as possible (ideally the August 7 agenda) because they have to begin clearing and grading around the eagle's nest on the property before eagle nesting season begins. Please let me know if you have any questions or concerns or if there is anything else you require for your review of the Agreement.

Thank you,

Kyle W. Grimes
Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, P. L.
1023 Manatee Avenue West
Bradenton, Florida 34205
T: 941.748.0151
F: 941.748.0158
E: KGrimes@grimesgoebel.com

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From: Kyle Grimes
Sent: Wednesday, June 06, 2018 2:27 PM
To: Scott May <scott.may@mymanatee.org>
Cc: Sia Mollanazar <sia.mollanazar@mymanatee.org>; Caleb Grimes <CGrimes@grimesgoebel.com>
Subject: DR Horton - Braden River Shores - Alternative Connection Agreement

Good afternoon Scott,

Attached, please find for your review the proposed Alternative Connection Agreement and accompanying Exhibits for DR Horton's Braden River Shores Project. Please contact me if you have any questions or concerns.

Thank you,

Kyle W. Grimes
Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, P. L.
1023 Manatee Avenue West
Bradenton, Florida 34205
T: 941.748.0151
F: 941.748.0158
E: KGrimes@grimesgoebel.com

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Sia Mollanazar

From: William Clague
Sent: Tuesday, July 24, 2018 4:42 PM
To: Sia Mollanazar
Cc: Mitchell Palmer; Dan Schlandt; Chad Butzow; Mike Gore; Juliet Shepard
Subject: Braden River Shores Wastewater Connection Agreement; CAO Matter No. 2018-0354
Attachments: CAO Comments 7.24.18.pdf

Sia:

Pursuant to the above Request for Legal Services you have asked this Office to review the above Wastewater Connection Agreement ("Agreement") for the Braden River Shores Project. I provide the following advice in response:

1. Attached is a marked draft of the Agreement reflecting my suggested changes. The Agreement follows a form accepted by this Office in similar transactions, such that most of my comments are limited to matters of clarity and consistency.
2. On page 2, I have flagged for your consideration the language in Section II.(B)I, which appears to allow the Developer to commit to less than the stated numbers of EDUs. While this is primarily a business issue, we have recently discussed the concern of whether developers should be permitted to commit to partial vesting and payments while banking the option to utilize additional capacity under through an alternative connection.
3. Please review the Agreement and provide any additional changes necessitated from a business standpoint.

Subject to the inclusion of my suggested changes and the resolution of any business issues identified by staff, I have no objection from a legal standpoint to the Agreement being scheduled for approval by the Board. I express no opinion as to the business judgment of entering into the Agreement.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

William Clague, Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205
(941)745-3750
william.clague@mymanatee.org

CAO Comments
07/24/18

WASTEWATER CONNECTION AGREEMENT
FOR
BRADEN RIVER SHORES

entered into

THIS WASTEWATER CONNECTION AGREEMENT (the "Agreement"), is made and executed as of the _____ day of _____, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as (the "**County**") and **D.R. HORTON, INC.**, a Delaware corporation whose address is 12602 Telecom Drive, Tampa, FL 33637, and its successors, transferees, and assigns as their names may appear, hereinafter referred to as (the "**Developer**").

RECITALS:

A. Developer is the contract purchaser and developer of real property located in Manatee County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference AS "**Braden River Shores**" (the "Property"); and

B. The Property will consist of up to four hundred seventeen (417) single family residential detached units (the "Project"), and has received the approval of the County for such development pursuant to the authorizations set forth in that certain PDR-17-07(Z)(P) known as McClure Properties/Braden River Shores dated March 1, 2018; and

C. The Project shall be constructed in two phases pursuant to two separate and individual Final Site Plans, as more fully set forth herein; and

D. Developer desires to connect the Project to the County's wastewater collection system for the benefit of the Project; and

E. Developer has requested permission to connect to the County's wastewater collection system in a method deviating from the County's Wastewater System Master Plan, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein (the "Alternative Connection"), which will impose certain future costs upon the County to complete the wastewater collection system in accordance with said Master Plan; and

F. The County is willing to permit Developer to connect to the County's wastewater collection system through such Alternative Connection if and only if the Developer prepays its proportionate fair share of the future build-out of the wastewater collection system in accordance with said Master Plan ($\$712.00$ per each Equivalent Dwelling Unit = $417 \text{ EDU} \times \$712.00 = \$296,904.00$), as a proportionate fair share cost of providing wastewater collection service to the Project, or alternatively, as a Line Capacity Fee adopted by the County; and

G. The County and the Developer wish to enter into this Agreement to establish their

and as advance payment of the

(defined below)

Handwritten notes in the bottom right corner, including "is cap/bldg adopted?" and other illegible scribbles.

mutual rights and obligations with respect to the connection of the Project to the County's wastewater collection system.

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meaning set forth in the LDC.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

II. Developer's Obligations.

and the County's Utilities Engineering Standards

(A) Developer's Responsibility. Connection to the County wastewater system is required pursuant to the Manatee County Comprehensive Plan. The cost of connection, including the design, permitting and construction of off-site extensions of lines, shall be the responsibility of the Developer. Such off-site extension shall be constructed in accordance with Section 2-31-05 of the Manatee County Code of Ordinances.

(B) Alternative Connection. The Developer has proposed an Alternative Connection to which the County hereby agrees, subject to the following conditions:

See emailed comments

i. Developer shall connect no more than four hundred seventeen (417) single family residential detached units approved for the Project to the County's wastewater collection system. Connection of said 417 single family units shall be completed in two phases pursuant to two separate Final Site Plans. The first phase of the Project shall consist of up to two hundred twenty-two (222) single family units ("Phase I"). The second phase of the Project shall consist of up to one hundred ninety five (195) single family units ("Phase II"); and

the remaining?

(a) ii. The Developer has proposed the Alternative Connection within County right of way based on a preliminary route and conceptual design as more particularly shown on **Exhibit "B."** The Alternative Connection has been verified by the County Engineer, who has determined both that the existing wastewater system has sufficient capacity to support the Alternative Connection, taking into consideration all existing connections, entitlements, and issued CLOSs, and that the route of the Alternative Connection lies within County right of way. County will grant to Developer any easements necessary to complete the Alternative Connection.

(b) iii. The Alternative Connection shall be designed, engineered and permitted by the Developer consistent with Manatee County Public Works Standards, subject to approval by the County Engineer through the construction plans review process.

iv. The Developer shall (i) within one (1) year of the effective date of this Agreement, submit a complete application for a Final Site Plan (FSP) for Phase I of the Project