

LOCAL DEVELOPMENT AGREEMENT

[Haval Farms]

This **LOCAL DEVELOPMENT AGREEMENT** (“Development Agreement” or “Agreement”) is made and entered into this ____ day of _____, 2020, by and between **Manatee County**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (the “County”) and **North Manatee Investment, LLC**, a Florida limited liability company, whose address is, 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240, and **Haval Farms, LLC**, a Florida limited liability company, whose address is, 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240 (collectively the “Applicant”).

WITNESSETH:

WHEREAS, Applicant holds legal title to a 1,295.49± acre collection of parcels of real property located in Manatee County and generally bounded by the Amazon Project to the south, U.S. 301 to the east, vacant property to the north, and vacant property to the west (the “Project Site”), the complete legal description for which is attached hereto as Exhibit “A”; and

WHEREAS, the County implements a transportation concurrency system pursuant to the Manatee County Comprehensive Plan (the “Comprehensive Plan”), and Applicant intends by this Development Agreement to satisfy the transportation concurrency requirements of the Comprehensive Plan in support of residential and non-residential uses intended to be constructed by Applicant on the Project Site (the “Project”); and

WHEREAS, the Projects consists of 3,842 residential units including Single Family and Multi-Family Residential Units; and 82,000 square feet of non-residential uses; and

WHEREAS, the Project qualifies as a Large Project under the Manatee County Land Development Code (“LDC”) and has received approval pursuant to the large

project application known as Project #PDMU-17-26(Z)(G) (hereinafter referred to as the “GDP”); and

WHEREAS, the GDP identifies the alignment of two thoroughfare roadways for the Project, including Fort Hamer Road extending from the southern boundary of the Project north to the northern boundary of the Project, and FF Road extending from US 301 west to the western Project boundary; and

WHEREAS, it is the intent of Applicant in good faith to enter into this binding Development Agreement and commit to pay for or construct its proportionate share mitigation of required improvements to the public facilities in the vicinity of the Project Site in a manner consistent with Florida Statutes Section 163.3180(5)(h)1. (the “Improvements”), and all of such Improvements are intended to serve the needs of and address the impacts created by the Project and sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility; and

WHEREAS, the Applicant in good faith offers to enter into this Development Agreement to pay for or construct its proportionate share of required improvements that is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility; and

WHEREAS, the Improvements contemplated hereunder have been included within this Development Agreement for the purpose of addressing all aspects of transportation concurrency for the Project and the provision of adequate transportation facilities and services needed to support such new development; and

WHEREAS, Section 163.3180, Florida Statutes, allows an applicant for a development agreement to satisfy the transportation concurrency requirements of the Comprehensive Plan and requires that transportation facilities and services needed to support new development shall be available concurrent with the impact of such new development or that the Applicant pay the cost of proportionate share mitigation in connection therewith; and

WHEREAS, the County has made a determination that a Certificate of Level of Service Compliance (“CLOS”) for the Project can be issued for an extended period for the purpose of transportation since the Project will not result in a reduction of the level of service standards adopted by the Comprehensive Plan for said transportation facilities; and

WHEREAS, the LDC provides that a CLOS for the Project may be issued contingent upon the payment of a proportionate share contribution or the construction of the necessary public facilities and services being guaranteed in an enforceable Development Agreement entered into pursuant to Sections 163.3220 through 163.3243, Florida Statutes; and

WHEREAS, in accordance with the applicable Florida Statutes and Section 360.6, LDC, the County is authorized to issue a CLOS for a term greater than three (3) years subject to the required public transportation facilities and services being guaranteed in a Development Agreement; and

WHEREAS, pursuant to Section 163.3220, Florida Statutes, et seq., the County is authorized to enter into a Development Agreement; and

WHEREAS, certain of the Improvements to be constructed or dedicated or participated in by Applicant may create additional capacity above that required by the Project for concurrency purposes and are therefore eligible for partial impact fee credits in accordance with Chapter 11 of the LDC; and

WHEREAS, the first of two required public hearings on this Development Agreement was held by the Manatee County Board of County Commissioners (the “Board”) ~~Planning Commission (the “Planning Commission”)~~ on September 3, _____, 2020, at which time the ~~Board~~Planning Commission reviewed this Development Agreement, has received the recommendation of the Planning staff, and has found the Development Agreement to be consistent with the Manatee County Comprehensive Plan and the LDC; and

WHEREAS, the second required public hearing on this Development Agreement was held by the Board of County Commissioners on _____, 2020, at which time the Board approved this Development Agreement, found the Development Agreement to be consistent with the Manatee County Comprehensive Plan and the LDC, and authorized the Chairman to execute the Development Agreement on behalf of Manatee County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Recitals True and Correct.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Description of Development Uses.** The Project shall be developed including the following components:

- 3,842 residential units (single-family and multi-family), and
- 82,000 square feet of non-residential uses.

The maximum permitted height of any structure within the Project Site is forty-five (45) feet, measured pursuant to the applicable provisions of the LDC pertaining to maximum height of structures. The Project Site is located within the PDMU/NCO Zoning District. The Project Site is within the UF-3 Future Land Use Classification of the Comprehensive Plan.

3. **Ownership of Land Subject to Development Agreement.** A legal description of the land subject to this Development Agreement (i.e., the Project Site, the 1,295.49± acre parcel of real property) is attached hereto as Exhibit "A". The current legal owner of the Project Site is North Manatee Investment, LLC, a Florida limited liability company, and Haval Farms, LLC, a Florida limited liability company.

4. **Definitions.** As used in this Agreement, the following words, terms, and phrases shall have the meanings ascribed to them here:

(A) “Concurrency Requirements”: shall mean the dedication or conveyance of lands for public purposes and/or the design and construction of improvements to public facilities (or the payment of proportionate share mitigation in connection therewith) that the applicant must provide to comply with the requirements of Section 163.3180, Florida Statutes, and meet the concurrency requirements of the LDC and the Comprehensive Plan.

(B) “County Administrator”: shall mean the County Administrator or his/her designee.

(C) “County Engineer”: shall mean the County Engineer or his/her designee.

(D) “Traffic Study”: shall mean the Traffic Impact Analysis prepared by Stantec Consulting Services, Inc., submitted November 9, 2017, Revised February, 2018, and with approval date of February 22, 2018, a copy of which is on file at the Building and Development Services Department of County.

5. **Description of Public Facilities.** The following public facilities and services will serve the Project, including those uses described in Paragraph 2 above:

(A) Potable Water: The County will provide potable water to the Project Site in sufficient quantity to serve the Project, as and when actually constructed, via transmission lines and related facilities to be constructed by the Applicant.

(B) Sanitary Sewer: The County will provide sanitary sewer service to the Project Site in sufficient quantity to serve the Project, as and when actually constructed, via transmission lines and related facilities to be constructed by the Applicant.

(C) Solid Waste: The County or its licensee will provide Solid Waste Management Services to the Project Site to serve the Project, as and when actually constructed, via facilities which are already in place.

(D) Recreation: The County will provide park facilities to serve the Project Site in sufficient quantity to serve the Project, such that the Project will meet

concurrency requirements for recreation/open space and will not result in degradation of the adopted level of service.

(E) Storm Water Management: With the Applicant's design and construction of the proposed storm water management facilities on the Project Site in compliance with Section 801 of the LDC to County development standards and SWFWMD regulations, the Project will meet concurrency requirements for storm water and will not result in degradation of the adopted level of service.

(F) Transportation: With the Applicant's construction of transportation facilities as described in Paragraph 6 hereof, the Project will meet concurrency requirements for transportation and will not result in degradation of the adopted level of service in the Comprehensive Plan.

6. Transportation Concurrency Requirements and Roadway Construction Commitments.

(A) Dedication of Lands for Public Purposes: In accordance with Section 163.3227(1)(h), Florida Statutes, the County has determined the following public facilities and services to be necessary for the public health, safety and welfare of its citizens. In furtherance thereof, Applicant agrees to dedicate the following lands within, or in the vicinity of, the Project Site for the future construction of public facilities and services as stated below:

(1) Roads – Fort Hamer Road Extension: As depicted on the GDP, Applicant shall dedicate one hundred twenty (120) feet of right-of-way for future extension of Fort Hamer Road extending from the south boundary of the Project Site to the north boundary of the Project Site. Conveyance or dedication of the right-of-way shall occur upon County request and, at a minimum, at the time such right of way is necessary to access individual phases within the Project Site. The Fort Hamer Road extension right-of-way shall be shown on all site plan approvals with development of the adjacent parcels.

(i) Drainage Easements - Fort Hamer Road Extension & Intersections: The Applicant shall dedicate or convey to County a non-exclusive access, flowage and stormwater retention easement and stormwater capacity within the Project as necessary for the future four lane construction of the Fort Hamer Road extension and related intersections.

(2) Roads - FF Road: As depicted on the GDP, Applicant shall dedicate eighty-four (84) feet of right-of-way for future development of FF Road. In a manner consistent with the adopted Traffic Circulation Plan of the Manatee County Comprehensive Plan, the location of FF Road may be realigned within the Project Site.

(i) Drainage Easements – FF Road & Intersections: Conveyance or dedication of the right-of-way, and the dedication or conveyance of any access, flowage and stormwater retention easements and stormwater capacity necessary for the FF Road and related intersections along the road, shall occur upon County request and, at a minimum, at the time such right of way is necessary to access individual phases within the Project Site. The FF Road and intersections right-of-way shall be shown on all site plan approvals with development of the adjacent parcels.

(B) Construction of Improvements. Simultaneously with development of that portion of the Project Site which requires such Improvements as set forth on an approved final site plan, or as otherwise set forth herein, Applicant shall construct the following Improvements:

(1) Upon development of a portion of the Project Site that generates more than 2,012 net new external PM peak hour trips, Applicant shall construct the western one-half of a four lane divided Fort Hamer Road extension from Moccasin-Wallow Road to the entrance to the Bella Lago Subdivision, such that the Fort Hamer Road shall be then constructed as a

four lane divided thoroughfare from Moccasin Wallow Road to the entrance to the Bella Lago Subdivision.

(2) Upon development of a portion of the Project Site that generates more than 1,950 net new external PM peak hour trips, Applicant shall construct (i) an eight hundred foot (800') second eastbound left turn lane at the intersection of Moccasin Wallow Road and Fort Hamer Road, and; (ii) a separate five hundred thirty five foot (535') southbound left turn-only lane at the intersection of Moccasin Wallow Road and Fort Hamer Road. In the event that such off-site intersection improvements are constructed by others prior to the time required under this Development Agreement, such construction by others shall be deemed sufficient and in full performance of Applicant's obligation hereunder.

(3) Upon development of a portion of the Project Site with access to the Fort Hamer Road north of the intersection of the Bella Lago Boulevard intersection, Applicant shall design, permit, and construct the eastern one-half of a four lane divided Fort Hamer Road extension from the entrance to the Bella Lago Subdivision to the then existing or planned intersection of FF Road

(4) Upon development of a portion of the Project Site with access to the Fort Hamer Road north of the intersection of FF Road, Applicant shall construct the eastern one-half of a four-lane divided Fort Hamer Road as required to provide for such use.

(5) Upon development of a portion of the Project Site with access to FF Road from its intersection with US 301 or Fort Hamer Road, and including any such required portion of FF Road within the right of way extending from US 301 to the west boundary of the Project Site, Applicant shall construct the then required portion of FF Road to the County minimum standards illustrated on Exhibit "B" attached hereto as a two lane facility within an eighty four foot (84') right of way (the "Local Road Standards").

(6) Fort Hamer Road at FF Road Intersection: Concurrent with the road construction that creates the intersection of Fort Hamer Road at FF Road, Applicant shall, upon the request of the County or the County Engineer, design, permit, and construct a roundabout intersection consistent with applicable County and State standards.

(C) Impact Fee Credits – Rights of Way and Easements. The Applicant is entitled to impact fee credits for the conveyance or dedication of land for public purpose, as follows:

(1) for the Fort Hamer Road right of way from the south boundary of the Project Site to the north boundary of the Project Site in the amount of \$427,050.00 (6.57 ~~(Bella Lago N to project boundary) the amount of \$850,200.00 (13.08~~ acres x \$65,000 per acre);

(2) for FF Road right of way (entire segment in the project) the amount of \$1,642,550.00 (25.27 acres x \$65,000 per acre) (calculated with a width of eighty-four feet (84’), and

(3) for the design, permitting, and engineering of required access, flowage and stormwater retention easements necessary to support the Fort Hamer Road and the FF Road permitting and construction. Fort Hamer Road is in the amount of \$185,250.00 and FF Road in the amount of \$310,375.00 for a total of \$495,625.00.

(D) Impact Fee Credits – 6(B)(1) and (2) Improvements. The Applicant is entitled to impact fee credits for construction of:

(1) the western one-half of a four-lane divided Fort Hamer Road extension from Moccasin-Wallow Road to the entrance to the Bella Lago Subdivision;

(2) an eight hundred foot (800’) second eastbound left turn lane at the intersection of Moccasin Wallow Road and Fort Hamer Road, and

(3) a separate five hundred thirty-five foot (535') southbound left turn-only lane at the intersection of Moccasin Wallow Road and Fort Hamer Road.

(E) Impact Fee Credits - 6(B)(3), (4), (5) and (6) Improvements. Except to the extent that the Applicant constructs the Improvements identified in Paragraphs 6(B)(3), (4), (5) and (6) hereof in a manner that exceeds Local Road Standards (urban section 2 - 12' travel lanes with curb & 5' wide sidewalk) as approved by the County Engineer, the Applicant shall not be entitled to impact fee credits for the construction of the Improvements identified in Paragraphs 6(B)(3), (4), (5) and (6).

In the event the Applicant constructs the Improvements identified in Paragraphs 6(B)(3), (4), and (5) hereof in a manner that exceeds Local Road Standards (urban section 2 - 12' travel lanes with curb & 5' wide sidewalk) as approved by the County Engineer, the Applicant shall be entitled to impact fee credits for the cost of such capacity-adding Improvements that exceed the Local Road Standards (which can include bicycle lanes, wider sidewalk or multi-use path) as approved by the County Engineer.

(F) The Applicant shall apply and be awarded impact fee credits for improvements in Sections 6(C), 6(D), and 6(E) consistent with the Land Development Code requirements.

The contributions made pursuant to this Section 6 shall fully and completely satisfy the Applicant's responsibility for providing for transportation concurrency for the Project as required pursuant to Section 163.3180, Florida Statutes, the Comprehensive Plan and the LDC. The Applicant may be required to complete additional improvements for the purpose of providing access to the Project or for safety purposes, as reflected in the Traffic Study.

7A. Connection to County Potable Water System.

(A) Connection to the County potable water 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 Applicant provided that if upsizing of the lines is requested by the County, the Applicant and the County shall enter into a participation agreement applicable to the design and construction of certain off-site extension of lines, as provided for herein. Such off-site extension shall be constructed in accordance with Section 2-31-05 of the Manatee County Code of Ordinances, unless otherwise authorized herein.

(B) At its option, the Applicant may design, install, permit, and place into service a potable water main within the Fort Hamer Road right of way from the current terminus of an existing potable water main at the Bella Lago Boulevard intersection with Ft. Hamer Road extended to the north boundary of the Project Site (the "New Water Main"). In the event the County desires to upsize the New Water Main, the Applicant and the County shall enter into a normal and customary participation agreement under which the Applicant shall advance the funds necessary to pay for the New Water Main and the County shall pay for the cost of upsizing the line. So as to avoid construction of facilities earlier than necessary or desired, the County may request that construction of portions of the New Water Main be deferred, from time to time. In such event, the Applicant shall commence construction of any deferred portion of the New Water Main upon the County's written request.

(C) If the County determines that the New Water Main is required prior to conveyance of the right of way for Fort Hamer Road, then the Applicant shall convey to the County a non-exclusive easement within the planned Fort Hamer Right-of-way to authorize the County to install a new water main.

7B. Connection to County Wastewater System.

(A) 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 Applicant, provided that (i) the Applicant may be entitled to

utility facility investment fee (hereinafter "FIF") fee credits as provided for herein, and (ii) the Applicant and the County shall enter into a participation agreement applicable to the design and construction of certain off-site extension of lines, as provided for herein. Such off-site extension shall be constructed in accordance with Section 2-31-05 of the Manatee County Code of Ordinances, unless otherwise authorized herein.

(B) The Applicant shall design, permit, construct and place into service a connection to the County's wastewater system for the Project consistent with the County's North County Wastewater System Master Plan to include:

(1) a 10-inch force main within the Project as necessary to service the Project at the Applicant's expense (not FIF creditable), and

(2) when required to service the 501st unit in the Project, or at a later date established by the County Engineer based upon actual flows and available capacity of existing transmission lines, a 20-inch transmission line in the Erie Road right of way extending from the current connection at Ft Hamer Road to the treatment plant (the "20-inch Line"), with a participation agreement to be entered into by and between the Applicant and the County. The Applicant shall have the option of installing a shared-use path 8-12' wide over top of the 20-inch line and meets County design standards as approved by the County Engineer. The extent of the improvement shall be transportation impact fee creditable. As part of the Project's connection to the County's wastewater system, the County and the Applicant agree as follows:

(3) The Project shall be entitled to use and the County shall reserve sufficient capacity in the existing sixteen inch (16") force main located within the Fort Hamer Road right of way from Erie Road to the current terminus located north of Moccasin-Wallow Road, and (ii) the current force main facilities located in the Erie Road right of way from their connection

at Ft. Hamer Road to the treatment plant as supplemented by the 20-inch Line.

(4) The 20-inch Line shall be designed, engineered, and permitted by the Applicant consistently with Manatee County Public Works Standards and approved by County Engineer through the construction plans review.

(5) As a condition of the Applicants obligation to design and construct the 20-inch Line, the County and the Applicant shall enter into a normal and customary participation agreement under which the Applicant shall be provided FIF credits consistent with the FIF ordinance (Ord. 19-21) for \$799 (multiplied by number of units identified previously in this agreement) and any additional costs to the County shall be addressed via a participation agreement. Under the terms of the participation agreement, the Applicant shall advance the funds necessary to pay its proportionate share of the costs of design and construction of the 20-inch Line and the County shall reimburse the Applicant such costs exceeding its proportionate share on a quarterly progress payments basis, including a reasonable construction management fee as defined in the participation agreement.

(6) The Applicant has received at the time of execution of this Agreement, and shall maintain throughout the term of this Agreement, an approved general development plan, preliminary site plan, or final site plan for the Project.

(C) The County has adopted an impact fee ordinance which includes a \$799 line capacity fee (consistent with the FIF Ord. 19-21) as a component of the County's FIF for the wastewater service area in which the Project is located. Unless previously paid or credited to Applicant as provide for herein, the FIF shall be paid with each building permit issued for the Project.

(D) The Applicant shall be entitled to a credit against the line component of the County's FIF for the actual costs expended by Applicant in the design, permitting and construction of the 20-inch Line (except such actual costs as are paid by the County pursuant to a participation agreement).

(E) In connection with the construction by Applicant of the 20-inch Line as provided for herein, the parties agree to the following additional terms and conditions:

(1) Applicant shall construct and install the improvements in conformity with the plans and specifications approved by the County Engineer and any applicable regulatory agencies.

(2) Approval of the plans by the County Engineer shall be given in writing. The County agrees to diligently proceed with and complete its review of the plans for the improvements and to respond to Applicant as soon as reasonably possible after receipt thereof, advising Applicant in writing of the County's comments and objections, if any, thereto.

(3) Applicant shall be responsible for notifying in writing and coordinating with the County with respect to any utilities affected by the installation of the improvements.

(4) Applicant shall be responsible for the removal, to the satisfaction of the County Engineer, of all construction materials and equipment along the roads and intersections which are being improved at the conclusion of the installation of the improvements and shall restore the areas affected by construction to a condition as good as or better than construction was initiated

(5) Applicant shall promptly comply with all applicable laws, ordinances, and regulations, whether municipal, county, state, or federal, pertaining to the construction of the improvements.

(6) Applicant shall provide a temporary traffic maintenance plan that ensures the safe movement of vehicles and pedestrians during construction of the improvements that conforms with the requirements and meets with the approval of the County Engineer.

8. Hold Harmless; Insurance.

(A) Applicant and County hereby agree that Manatee County shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by any person whatsoever who may be using, occupying, or present at the facilities being improved during the construction of the improvements whether such loss, injury, death, or damage shall be caused by or shall in any manner result from, or arise out of, any act, omission, or negligence of County. In consideration of the covenants contained herein on the behalf of County to be kept, the sufficiency of which is hereby acknowledged by Applicant, Applicant covenants that when Applicant constructs the improvements, then Applicant hereby covenants and agrees to cause the approved contractor to indemnify County and hold harmless County during the construction of the improvements, from all claims, liabilities, loss, injury, death, or damage whatsoever on account of, or arising out of, the construction of the improvements.

(B) Applicant or its contractor shall provide the following insurance coverage: a public liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) for each person injured in an accident or occurrence, and Two Million Dollars (\$2,000,000.00) for an aggregate of persons injured as result of one (1) accident or occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for property damage coverage. County, its elected and appointed officials, employees, and agents shall be listed by endorsement as additional insureds. Further, other designated persons or entities may be required to be listed as additional insured. From time to time, the County Administrator may require Applicant to adjust its public liability coverage if the County Administrator,

in his sole discretion, determines that such adjustment is warranted to fully protect the County. The original policies of insurance or certificates of insurance, along with the receipt for the payment of premiums thereon, regarding any policy of insurance required by this Subparagraph, shall be delivered to the County Administrator prior to Applicant commencing construction of the improvements. Each insurance policy shall provide for not less than thirty (30) days advanced notice to the County Administrator in the event of cancellation of or changes in coverage.

9. **CLOS.** At the time of Final Site Plan (FSP) approval for any portion of the Project Site obtained after the Effective Date, the County shall issue a CLOS with an expiration date of December 31, 2027 for transportation, recreation/open space, solid waste, and storm water, for three thousand eight hundred and forty two (3,842) residential dwelling units, and eighty two thousand (82,000) square feet of non-residential uses. The County shall issue a three (3) year CLOS for potable water, and sanitary sewer with Final Site Plan (FSP) approvals with extensions consistent with the LDC. In the event that the Applicant completes or fully bonds the cost to complete the New Water Main, or the portions thereof that are not deferred at the County's request and also fully bonds the remainder, then the County shall issue a CLOS for potable water and sanitary sewer with an expiration date of December 31, 2027 for three thousand eight hundred and forty two (3,842) residential dwelling units, and eighty two thousand (82,000) square feet of non-residential uses. A CLOS for public school facilities, if required, may be issued separately, subject to Applicant satisfying the requirements of the Comprehensive Plan and the LDC.

10. **Extension of CLOS.** The Applicant may extend the expiration date of the CLOS on a one-time basis for up to the earlier of (i) an additional eight (8) years, or (ii) December 31, 2035, by paying the County an extension fee, or as otherwise permitted by law. The "Extension Fee" shall be payable on January 1, 2028 for the first four (4) years of extension and January 1, 2032 for the second four (4) years of extension and:

(A) shall be paid not later than sixty (60) days following the due date, and

(B) shall be calculated at the rate of One Hundred Dollars (\$100) for each unplatted residential unit (or equivalent for any multi-family residential unit and non-residential use based upon trip generation criteria) per year of extension, but not in excess of a total of eight (8) years, or beyond December 31, 2035.

(C) payment of Utilities potable water and sanitary sewer capacity reservation fee in effect at time of extension request, if adopted by the Board of County Commissioners. Such fee will be based on the approved number of equivalent residential units (ERU) as of the date of extension.

The right to obtain an extension of the CLOS shall be conditioned upon the Applicant complying with the terms of this Development Agreement, and providing the County written notice of the requested extension, a statement as to the number and type of residential units or equivalent non-residential square footage for which the extension is requested, and timely payment of the Extension Fee. Any CLOS not properly extended as permitted herein shall terminate at its then date of expiration.

11. **Concurrency Findings.** The Board, on _____, 2020, found that the concurrency requirements of the Comprehensive Plan and LDC will be met for the Project regarding the transportation facilities and services described in Paragraph 6, provided the terms and conditions of this Agreement are undertaken and performed by Applicant.

12. **Consistency With Comprehensive Plan.** The Board, on _____, 2020, specifically found that this Development Agreement is consistent with the Comprehensive Plan of Manatee County and the Land Development Regulations of the County provided that the Applicant performs all obligations accruing under the terms of this Development Agreement, including without implied limitation the construction of the Improvements described in Paragraph 6 hereof, or the payment to County of the cost of proportionate share mitigation in connection therewith.

13. **Permits Required.** The following is a description of all local development permits approved or needed to be approved for the Project Site:

- Zoning application;
- General Development Plan application;
- One or more Final Site Plan applications;
- One or more Final Plat applications;
- One or more applications for Specific Approval in accordance with the requirements of the LDC;
- One or more Access and Driveway Permits;
- One or more Construction Plan approvals;
- One or more Building Permit applications; and
- One or more Certificates of Occupancy or of Completion.

14. **Local Laws and Policies.** This Agreement specifically anticipates and provides that the County may apply certain subsequently adopted ordinances to the development of the Property; provided, however, that Applicant is entitled to apply for a development order and all development permits required to the maximum development substantially as described in this Agreement. Other subsequently adopted ordinances and policies may be applied to the development that is the subject of this Agreement as provided in Section 163.3233(2), Florida Statutes (2013); provided, however, that no subsequently adopted law or policy shall be construed to render any development to which the Applicant is entitled under this Agreement or a validly issued development order nonconforming during the term hereof. Nothing set forth in this Section VII shall act to abrogate any rights which may vest in the Applicant with respect to the development of the Property pursuant to common law.

15. **Omission from Development Agreement.** The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Applicant of the necessity of complying with the law, including without implied limitation the applicable provisions of the County's Comprehensive Plan or LDC, governing said permitting requirements, conditions, terms, or restrictions.

16. **Disclaimer of Joint Venture.** Applicant and County represent that by the execution of this Development Agreement it is not the intent of the parties that this

Development Agreement be construed or deemed to represent a joint venture or common undertaking between County and Applicant, or either, with any third party. While engaged in carrying out and complying with the terms of this Development Agreement, Applicant is an independent principal and not a contractor for or an officer or employee of County. Applicant shall not at any time or in any manner represent that it or any of its agents or employees are employees of County.

17. **Successors in Interest.** The burdens of this Development Agreement shall be binding upon, and the benefits shall inure to, all successors in interest to the parties to the Development Agreement including all mortgagees to the parties to this Development Agreement. Notwithstanding anything in this Development Agreement to the contrary, the County shall have no responsibility or liability for any obligations of Applicant under this Development Agreement, and the County does not assume any obligations to or for Applicant.

18. **Amendments.** All amendments to this Development Agreement, including any such amendments extending the term of the Development Agreement, shall be ineffective unless reduced to writing and executed by the County and Applicant, in accordance with requirements of Section 348, LDC, and Sections 163.3237 and 163.3229, Florida Statutes.

19. **Applicable County Ordinances and Codes.** In accordance with Section 163.3233, Florida Statutes, and Section 348, LDC, the codes, policies, and ordinances of the County governing the development of the Project upon the date of execution of this Development Agreement shall govern the development of the Project for the duration of this Development Agreement. Prior to the termination of this Development Agreement in accordance with Paragraph 27 hereof, County may apply codes, policies, and ordinances adopted subsequent to the execution hereof to the Project only if County has held a public hearing and made the determinations required by the above-cited Florida Statute and LDC provision.

20. **Recording of this Agreement.** The Clerk of the Circuit Court of Manatee County, as Clerk to the Board of County Commissioners (the "Clerk") shall record this

Development Agreement in the Public Records of Manatee County, Florida, no later than fourteen (14) days after the execution of this Agreement by all parties. Applicant shall bear the expense of recording this Agreement. Additionally, the Clerk shall mail a recorded copy of this Agreement to the State of Florida Department of Economic Opportunity by certified mail, return receipt requested no later than fourteen (14) days after the recordation of this Development Agreement. The County shall record a notice in the Public Records of Manatee County to reflect the date indicated on the return receipt card to establish the date of receipt by the Department of Economic Opportunity.

21. **Applicable Law and Venue.** This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County, Florida, unless prohibited by law.

22. **Severability.** In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

23. **Entire Agreement.** This Development Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and supersedes any and all prior understandings, if any. There are no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless they are in writing signed by both parties and executed in the same manner as this Development Agreement.

24. **Parties Drafted Equally.** The County and Applicant agree that both parties have played an equal and a reciprocal part in drafting this Agreement. Therefore no provision of this Agreement shall be construed by a Court or judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

25. **Notices.** All notices, demands, requests for approvals or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by a recognized national overnight courier service, or by hand delivery to the office of each party indicated below and addressed as follows:

To Applicant: Haval Farms, LLC
North Manatee Investment, LLC
c/o Pat Neal
5800 Lakewood Ranch Blvd.
Sarasota, Florida 34240

With a Copy to: Edward Vogler II, Esq.
Vogler Ashton, PLLC
705 10th Avenue West, Unit 103
Palmetto, FL 34221

With a Copy to: Haval Farms, LLC
North Manatee Investment, LLC
c/o John M. Neal and James R. Schier
5800 Lakewood Ranch Blvd.
Sarasota, FL 34240

To County: Director, Building and Development Services
Department
Manatee County
P.O. Box 1000
Bradenton, FL 34206

With Copies to: County Administrator
Manatee County
P.O. Box 1000
Bradenton, FL 34206

County Attorney
Manatee County

P.O. Box 1000
Bradenton, FL 34206

26. **Survival of Warranties, Representations.** The warranties, representations, covenants and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.

27. **Expiration of Site Plans.** Any preliminary site plan approved pursuant to the GDP shall expire concurrent with the expiration of the CLOS pursuant to Paragraph 8 and 9 hereof, provided this Development Agreement remains in full force and effect. In the event this Development Agreement terminates prior to that time, such site plan shall expire on the date of such termination or on the date of expiration as existed, or would have existed, prior to execution of this Development Agreement, whichever is later. Consistent with LDC Section 323.4, County has determined that each Project Final Site Plan shall have an initial expiration date ten (10) years from the effective date of said Final Site Plan.

28. **Effective Date.** This Agreement shall become effective immediately upon the occurrence of all the following (the "Effective Date"):

(A) The recordation of a fully executed original of this Agreement in the public records of Manatee County, Florida, as provided in Paragraph 18 hereof;

(B) The expiration of any and all appeal periods for any challenge to this Development Agreement; and

(C) Thirty (30) days have expired since a copy of this Development Agreement has been recorded in the public records of Manatee County, Florida, pursuant to Paragraph 18 hereof.

29. **Termination.** This Development Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(A) The full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Development Agreement.

(B) The expiration of thirty (30) years from the Effective Date of this Agreement, as defined in Paragraph 26 above.

(C) The revocation of this Development Agreement by the Board in accordance with Section 163.3235, Florida Statutes.

(D) The execution of a written agreement by all parties, or their successors in interest, providing for the cancellation and termination of this Development Agreement.

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above.

Commissioners

MANATEE COUNTY, FLORIDA
By: Board of County

ATTEST: ANGELINA COLONNESO,
Clerk of the Circuit Court
and Comptroller

By _____
Chairperson

By: _____
Deputy Clerk

Signed, sealed and delivered in the presence of:

Applicant:

Haval Farms, LLC, a Florida limited liability company

Print name: _____

By: _____
Pat Neal, Manager

Print name: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2020 by Pat Neal, as Manager of Haval Farms, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on _____.

Signed, sealed and delivered in the presence of:

Applicant:

North Manatee Investment, LLC, a Florida limited liability company

Print name: _____

By: _____
James R. Schier, Manager

Print name: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2020 by James R. Schier, as Manager of Haval Farms, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on _____.

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land being portions of Blocks 2 and 3, Section 17, Township 33 South, Range 19 East, and Blocks 1, 3 and 4, Section 18, Township 33 South, Range 19 East, all in Manatee River Farms, Unit 1 as recorded in Plat Book 6, Page 45, Public Records of Manatee County, Florida, and described as follows:

Commence at the southwest corner of said Section 18; thence N.00°07'49"E., along the west line of said Section 18, a distance of 700.71 feet to the POINT OF BEGINNING; thence continue N.00°07'49"E., along said west line of Section 18, a distance of 1,243.64 feet; thence S.87°03'06"E., a distance of 3,098.24 feet; thence N.00°51'23"E., a distance of 470.30 feet; thence S.89°49'13"E., a distance of 2,293.19 feet; thence N.00°35'38"E., a distance of 2,383.96 feet; thence S.89°43'15"E., a distance of 170.00 feet to the northwest corner of Brookstone Community Development District, recorded in Official Record Book 2607, Page 861 of said Public Records; the following four (4) calls are along the westerly line of said Brookstone Community Development District; (1) thence S.00°35'38"W., a distance of 2,551.98 feet to the point of curvature of a curve to the right having a radius of 795.00 feet and a central angle of 48°08'26"; (2) thence southwesterly along the arc of said curve, a distance of 667.97 feet to the point of tangency of said curve; (3) thence S.48°44'04"W., a distance of 213.94 feet to the point of curvature of a curve to the left having a radius of 1,355.00 feet and a central angle of 36°48'01"; (4) thence southwesterly along the arc of said curve, a distance of 870.29 feet to a point on the northerly line of Field Stone Community Development District, recorded in Official Record Book 2564, Page 6898 of said Public Records; the following five (5) calls are along said northerly line; (1) thence N.89°39'17"W., a distance of 1,622.48 feet; (2) thence N.00°51'43"E., a distance of 54.26 feet; (3) thence N.89°32'06"W., a distance of 674.93 feet; (4) thence N.89°30'19"W., a distance of 2,402.18 feet; (5) thence S.89°39'04"W., a distance of 3.35 feet to the POINT OF BEGINNING.

Said tract contains 7,474,870 square feet or 171.5994 acres, more or less.

DESCRIPTION (as prepared by the certifying Surveyor and Mapper): SOUTH TRACT

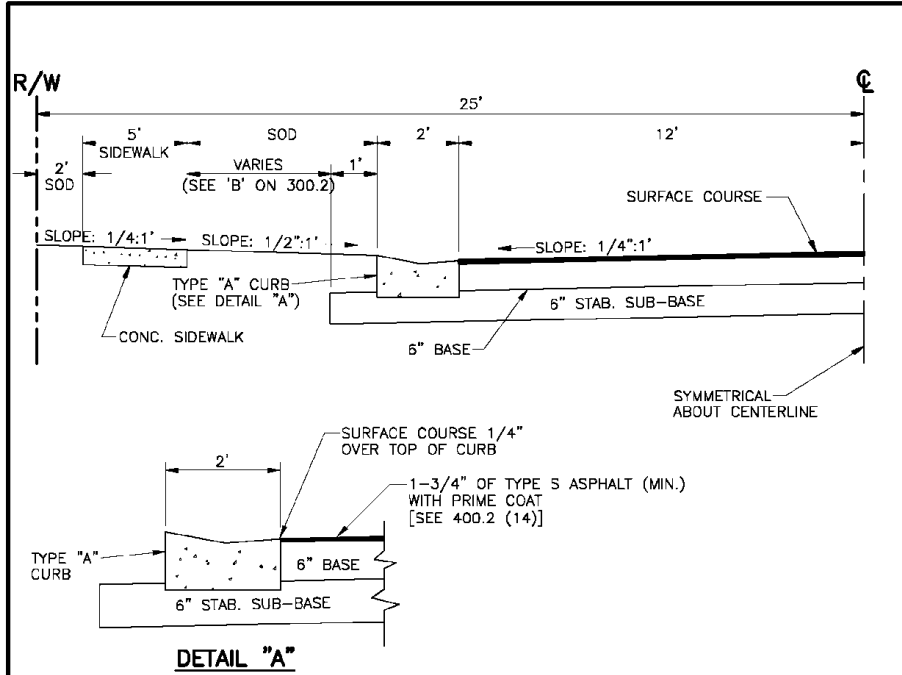
A tract of land, being a portion of Manatee River Farms, Unit 1, recorded in Plat Book 6, Page 45 of the Public Records of Manatee County, Florida, lying in Sections 7, 8, 9, 16, 17 and 18, Township 33 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of the above-mentioned Section 7; thence N.00°13'29"E., along the west line of Section 7, a distance of 1,809.08 feet; thence N.90°00'00"E., a distance of 272.18 feet to the point of curvature of a curve to the left having a radius of 1,000.00 feet and a central angle of 48°54'32"; thence northeasterly along the arc of said curve, a distance of 853.62 feet to the point of reverse curvature of a curve to the right having a radius of 1,962.46 feet and a central angle of 97°43'17"; thence easterly along the arc of said curve, a distance of 3,347.09 feet to the point of reverse curvature of a curve to the left having a radius of 1,500.00 feet and a central angle of 48°48'45"; thence southeasterly along the arc of said curve, a distance of 1,277.91 feet to the point of tangency of said curve; thence N.90°00'00"E., a distance of 1,220.57 feet to the point of curvature of a curve to the left having a radius of 1,100.00 feet and a central angle of 49°18'03"; thence northeasterly along the arc of said curve, a distance of 946.51 feet to the point of reverse curvature of a curve to the right having a radius of 1,990.00 feet and a central angle of 108°30'13"; thence easterly along the arc of said curve, a distance of 3,768.56 feet to the point of reverse curvature of a curve to the left having a radius of 1,400.00 feet and a central angle of 67°34'16"; thence southeasterly along the arc of said curve, a distance of 1,651.07 feet to the point of reverse curvature of a curve to the right having a radius of 1,000.00 feet and a central angle of 44°28'10"; thence easterly along the arc of said curve, a distance of 776.14 feet to the point of tangency of said curve; thence S.53°53'56"E., a distance of 509.73 feet to a point on the westerly right-of-way line of U.S. 301; thence S.36°06'04"W., along said westerly right-of-way line of U.S. 301, a distance of 1,512.28 feet; thence N.89°59'54"W., a distance of 4,022.59 feet; thence S.27°47'24"W., a distance of 1,049.93 feet; thence N.68°30'43"W., a distance of 1,332.96 feet; thence N.00°11'16"E., a distance of 383.27 feet; thence N.89°43'15"W., a distance of 889.63 feet; thence S.00°35'38"W., a distance of 2,383.98 feet; thence N.89°49'22"W., a distance of 2,293.32 feet; thence S.00°51'23"W., a distance of 470.30 feet; thence N.87°03'06"W., a distance of 3,098.24 feet to a point on the west line of the above-mentioned Section 18; thence N.00°07'49"E., along said west line of Section 18, a distance of 3,366.29 feet to the POINT OF BEGINNING.

Said tract contains 48,957,369 square feet or 1,123.9066 acres, more or less.

EXHIBIT "B"

MANATEE COUNTY PUBLIC WORKS MANUAL
PART 3 - HIGHWAY & TRAFFIC STANDARDS



NOTES:

- A) Asphaltic concrete surface course shall be laid in two lifts. The first lift shall be 1" Type S-I or S-III. The second lift shall be 3/4" Type S-III. A performance bond shall be required if the second lift is delayed beyond acceptance of the road.
 - B) Base course shall consist of 4-1/2" compacted sand asphalt base (1200 lbs. stab.) or 6" Caloosahatchee shell compacted to 98% AASHTO T-180 density LBR 100 or 6" soil cement.*
 - C) 6" stabilized sub-base shell marl blended with sandy sub-grade minimum LBR 40, 98% T180 AASHTO.
 - D) On new construction, sanitary sewer may be placed on centerline of R/W if desired. All laterals to be installed at the same time as sanitary sewer main line.
 - E) See section 201.0 for curb and gutter types.
 - F) No portion of drainage pipe shall be allowed in sub-base. 12" minimum cover is required on storm drain.
 - G) Sidewalk shall be 1' or 2' inside R/W line, with 2' preferable. To be constructed per section 300.1
 - H) Laboratory tests are required to substantiate structural section design. Specifications shown on this sheet are minimum requirements.
 - I) If sidewalks are not required, only 2' of sod is required back of curb. Hydromulch balance of right-of-way.
 - J) Sodding shall be installed per section 400.1 (B)
- * Or approved equal, meeting same structural number.

MANATEE COUNTY TRANSPORTATION DEPARTMENT		LOCAL URBAN RESIDENTIAL	401.8
REV. BY	DATE		
	6/12/07		
	DATE OF B.O.C.C. APPROVAL		