

SIDEWALK AGREEMENT

THIS SIDEWALK AGREEMENT is made and entered into as of _____, 2017, 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 **LAKEWOOD RANCH COMMERCE PARK, LLC**, a Florida limited liability company, whose address is 14400 Covenant Way, Lakewood Ranch, Florida 34202, hereinafter referred to as (the “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the developer of that certain project in Manatee County, Florida referred to as Lorraine Corners Northeast (“**Project**”), which project is located on the real property described on **Exhibit “A”** hereto and incorporated herein (“**Property**”); and

WHEREAS, the Board of Commissioners of Manatee County, Florida, has approved and passed Manatee County Zoning Ordinance PDMU-16-12(Z)(G) (“**Zoning Ordinance**”), rezoning the Project to PDMU/WP-E/ST and approving a General Development Plan (“**GDP**”) for the Project; and

WHEREAS, Stipulation D.5. of the Zoning Ordinance allows Developer and County to enter into an agreement for the County to accept a payment in lieu of construction of a sidewalk adjacent to State Road 70 for the length of the Project (the “**SR 70 Sidewalk**”); and

WHEREAS, Developer and County wish to set forth their mutual obligations with respect to the above matters in satisfaction of Stipulation D.5. of the Zoning Ordinance.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Zoning Ordinance and herein, Developer and the County hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by reference.
2. **Payment in Lieu.** Developer and County have agreed that Developer may satisfy its obligation to construct the SR 70 Sidewalk, generally depicted on **Exhibit “B”** hereto, by making a payment in lieu thereof in the amount of \$86,020.00, said amount being equal to the Cost Estimates attached hereto as **Exhibit “C”** in accordance with the following:
 - a) Coincident with, and as a condition of, the approval of any subdivision plat for the Project, in lieu of the construction requirement of the SR 70 Sidewalk, and provided the SR 70 Sidewalk has not been constructed by others, Developer shall pay to County \$86,020.00,
 - b) Should the Developer fail or refuse to make the aforesaid payment in lieu, nothing herein shall be construed as affecting the County’s right to resort to any and all legal and equitable remedies against the Developer, including

specific performance to which the Developer hereby conditionally agrees, or to otherwise withhold approval of the plat to which such payment relates.

3. **LDC Requirement to Construct Sidewalk.** Developer's compliance with the provisions of **Paragraph 2** above will satisfy the requirement in Section 1001.6.A. of the LDC to construct a sidewalk adjacent to a Major Thoroughfare.
4. **Litigation.** In the event there shall be any litigation between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover all fees and costs incurred in such litigation, including reasonable attorney's fees, through appeal if necessary.
5. **Agreement Runs with Land.** This Agreement shall run with the land and shall be binding on the successors of Developer.
6. **No Assignment.** This Agreement may not be assigned by either party, except that any successor in title within the Project shall be deemed to have accepted and assumed the obligations of Developer hereunder as to such Segment.
7. **Validity.** After consultation with their respective legal counsel, the County and Developer each **represents and warrants** to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature.
8. **No General Obligation.** Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.
9. **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.
10. **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.
11. **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

13. **Severability.** The provisions of this Agreement are declared by the parties to be severable.
14. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.
15. **Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.
16. **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; 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 County: Manatee County Director of Public Works
1022 26th Ave. West
Bradenton, FL 34208
Facsimile: (941)708-7500

With copy to: Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Developer: Lakewood Ranch Commerce Park, LLC
14400 Covenant Way
Lakewood Ranch, FL 34202
Attention: Anthony J. Chiofalo
Facsimile: (941)757-1570

With copy to: Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, P. L.
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Caleb J. Grimes, Esquire
Facsimile: (941)748-0158

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

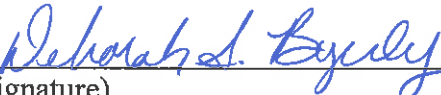
WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

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

By: Board of County Commissioners

By: _____
County Administrator

WITNESSES:

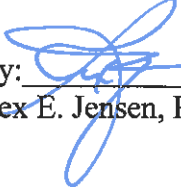


(Signature)
Print Name: **Deborah S. Byerly**



(Signature)
Print Name: **Suzanne L. Fugate**

Lakewood Ranch Commerce Park, LLC,
a Florida limited liability company
By: LWR Holdings, LLC, a Florida limited
liability company, as its Member
By: Schroeder-Manatee Ranch, Inc., a
Delaware corporation, as its Manager

By: 

Rex E. Jensen, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7th day of APRIL, 2017 by Rex E. Jensen who is the President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, the Manager of LWR Holdings, LLC, a Florida limited liability company, the Member of Lakewood Ranch Commerce Park, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or who has produced _____ as identification.



Kathleen J. Horn
Notary Public Signature

Print Name: Kathleen J. Horn

Notary Seal

My commission expires: _____

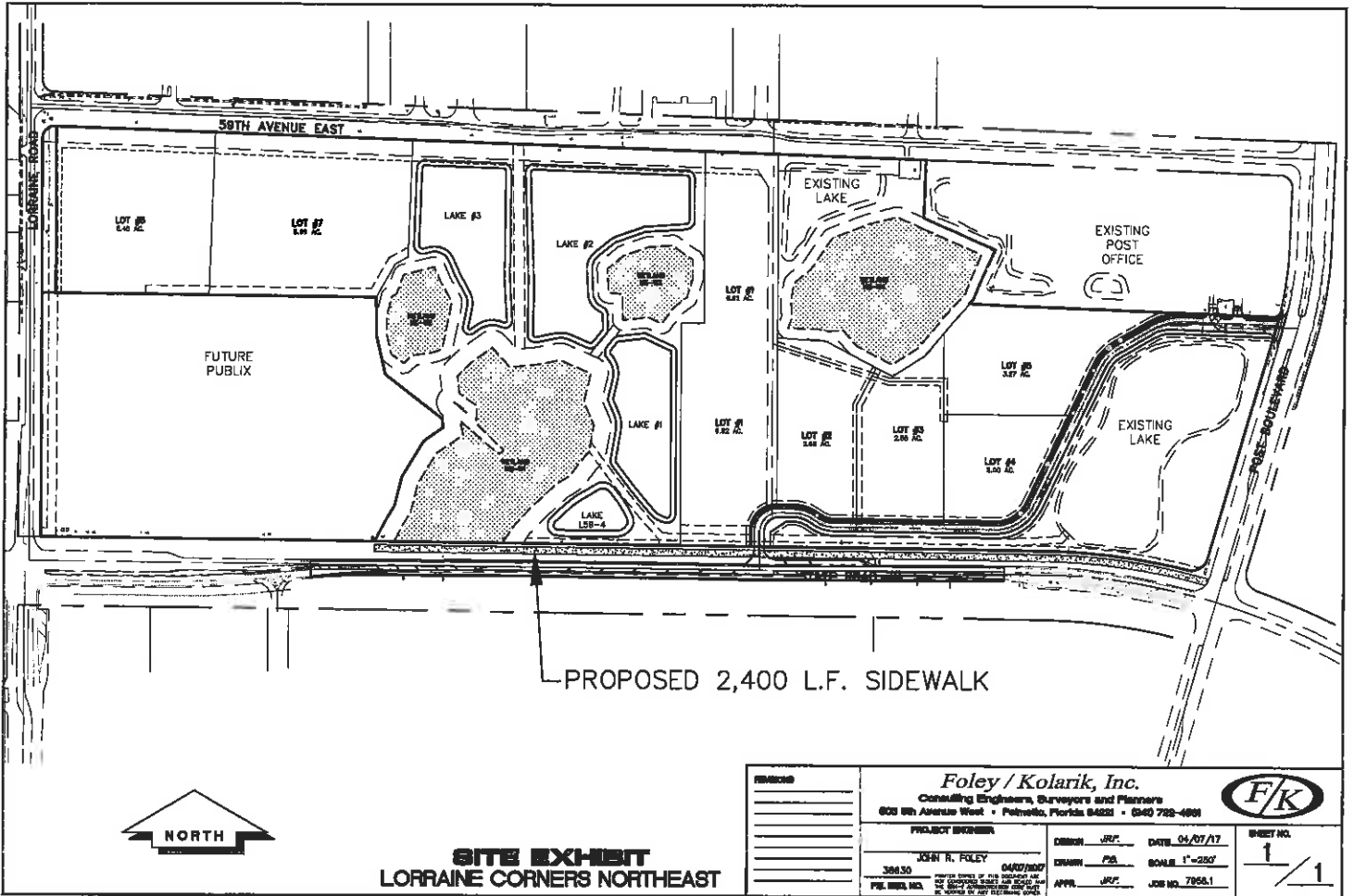
Exhibit "A" Property

DESCRIPTION: LORRAINE CORNERS NORTHEAST

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S89°16'51"E, ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 1360.19 FT.; THENCE N00°43'09"E, PERPENDICULAR WITH SAID SOUTH LINE, A DISTANCE OF 67.34 FT. TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 70, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13160-2506 AND THE EASTERLY RIGHT-OF-WAY OF LORRAINE ROAD, AS RECORDED IN MANATEE COUNTY ROAD PLAT BOOK 5, PAGE 190, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N00°04'29"W, ALONG SAID EASTERLY RIGHT-OF-WAY OF LORRAINE ROAD, A DISTANCE OF 708.98 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE N00°04'29"W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 448.79 FT. TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF 59TH AVENUE EAST, AS SHOWN ON "CRAWLEY SUBSTATION ROADWAY", A ROADWAY PLAT AS RECORDED IN PLAT BOOK 43, PAGES 84 AND 85, SAID PUBLIC RECORDS, SAID POINT BEING THE P.C. (POINT OF CURVATURE) OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 35.00 FT.; THENCE RUN THE FOLLOWING TWO (2) COURSES, ALONG SAID SOUTHERLY RIGHT-OF-WAY: (1) RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°08'10", A DISTANCE OF 56.28 FT. TO THE P.T. (POINT OF TANGENCY) OF SAID CURVE; (2) THENCE S87°56'19"E, A DISTANCE OF 1984.74 FT. TO THE SOUTHEAST CORNER OF SAID PLAT, SAME BEING THE SOUTHWEST CORNER OF 59TH AVENUE EAST, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2281, PAGE 7878, SAID PUBLIC RECORDS; THENCE CONTINUE S87°56'19"E, ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID 59TH AVENUE EAST, A DISTANCE OF 556.12 FT. TO THE INTERSECTION WITH THE NORTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2220, PAGE 7932, SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID CERTAIN PARCEL: (1) RUN S02°03'41"W, 168.86 FT.; (2) THENCE S66°08'41"E, 222.32 FT.; (3) THENCE S22°18'25"W, 156.15 FT.; (4) THENCE S41°49'15"W, 20.15 FT.; (5) THENCE S87°56'19"E, A DISTANCE OF 914.65 FT. TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF POST BOULEVARD AS DESCRIBED AND RECORDED IN AFORESAID OFFICIAL RECORDS BOOK 2281, PAGE 7878, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N76°24'19"W, A DISTANCE OF 1086.00 FT.; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY: (1) RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°50'06", A DISTANCE OF 53.74 FT. TO THE P.T. OF SAID CURVE; (2) THENCE S16°25'47"W, A DISTANCE OF 677.17 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FT.; (3) THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°50'38", A DISTANCE OF 75.79 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF AFORESAID STATE ROAD 70, AND THE P.R.C. (POINT OF REVERSE CURVATURE) OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1977.86 FT.; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY: (1) RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°37'40", A DISTANCE OF 435.92 FT. TO THE P.T. OF SAID CURVE; (2) THENCE N89°21'15"W, A DISTANCE OF 1942.79 FT. TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2598, PAGE 6412, SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE EASTERLY AND NORTHERLY LINES OF SAID CERTAIN PARCEL: (1) RUN N27°43'46"E, 78.52 FT.; (2) THENCE N31°14'11"E, 41.88 FT.; (3) THENCE N13°46'06"E, 86.55 FT.; (4) THENCE N31°04'14"E, A DISTANCE OF 110.37 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 46.00 FT.; (5) THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°28'25", A DISTANCE OF 19.65 FT. TO THE P.T. OF SAID CURVE; (6) THENCE N55°32'39"E, 58.44 FT.; (7) THENCE N06°32'18"W, 25.19 FT.; (8) THENCE N52°23'41"W, 209.09 FT.; (9) THENCE N13°16'22"W, 115.28 FT.; (10) THENCE N00°39'58"W, 112.83 FT.; (11) THENCE N89°20'41"W, A DISTANCE OF 975.25 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 67.94 ACRES (2,959,407 SQUARE FEET) MORE OR LESS.

Exhibit "B" SR 70 Sidewalk



Z:\MATTERS\DRAWING\CD\ENCL\ORLAINE CORNERS NORTHEAST\CONSTRUCTION PLAN\SS001.DWG, 07/25/17 2:03:03 PM, 11'

| | | | |
|--|--|---|---|
| REVISIONS | Foley / Kolarik, Inc. Consulting Engineers, Surveyors and Planners 808 5th Avenue West • Palmetto, Florida 34221 • (840) 722-4881 | | SHEET NO. <div style="text-align: center; font-size: 2em; font-weight: bold;">1</div> <div style="text-align: center; font-size: 1.5em;">/ 1</div> |
| PROJECT ENGINEER JOHN R. FOLEY 04/07/2017 | | DESIGN JRF. DATE 04/07/17 | |
| 304.50 04/07/2017 <small>FOR THE STATE OF FLORIDA</small> <small>REGISTERED PROFESSIONAL ENGINEER</small> <small>NO. 12543 EXPIRES 12/31/2018</small> | | DRAWN PSL SCALE 1"=250' APPR. JRF. JOB NO. 7265.1 | |

Exhibit "C"
Cost Estimates

See attached.



Manatee County Public Works Department
Growth Management Engineering
1022 26th Avenue East
Bradenton, FL 34508
Phone: (941) 708-7450
www.mymanatee.org

January 3, 2017

Lombardo, Foley & Kolarik, Inc.
P.O. Box 188
Palmetto, FL 34220-0188

Attention: Mr. John Foley, P.E. (jfoley@lfk-inc.com)

RE: LORRAINE CORNERS NORTHEAST
(PDMU-16-12(P)/16-S-50(P)/FSP-16-57) - (DTS #20160395) – (MEPS-566)
Cost Estimate for Sidewalk Payment in Lieu of Construction

Dear Mr. Foley:

The Public Works Growth Management Engineering Section has reviewed the above referenced "Lorraine Corners NE Cost Estimate", submitted for "Sidewalk Payment in Lieu of Construction" on **December 27, 2016**, and Growth Management Engineering has found it to be acceptable.

If you have any questions regarding the above subject, please contact me:

Karla K. Ripley
Manatee County Public Works
Growth Management Engineering
Senior Development Review Specialist
941-708-7450, Ext. #7337
karla.ripley@mymanatee.org

Public Works
Growth Management Engineering
1022 26th Avenue East, Bradenton, FL 34508
Phone number: (941) 708-7450 Ext. 7437

FRISCELLA TRACEY * CHARLES B. SMITH * STEPHEN JOHANSON * ROBIN DISABATINO * VANESSA BAUGHT * CAROL WHITMORE * BETSY HUNAC
DIRECTOR * DIRECTOR * DIRECTOR * DIRECTOR * DIRECTOR * DIRECTOR * DIRECTOR

Lombardo, Foley Kolarik, Inc.
Engineer's Opinion of Probable Cost
Lorraine Corners Northeast - SR 70 Frontage
(Payment in lieu of sidewalk construction)

Summary of Construction Costs

| | |
|---|----------------------------|
| Earthwork & Miscellaneous | \$ 24,400.00 |
| 5' Sidewalk | \$ 48,000.00 |
| Surveying | <u>\$ 2,400.00</u> |
| Sub-Total | \$ 74,800.00 |
| | |
| Design and Permitting (15 % of construction cost) | <u><u>\$ 11,220.00</u></u> |
| | |
| Total cost of frontage sidewalk | \$ 86,020.00 |

Lineal footage of 5' sidewalk along SR 70 = 2,400

Cost per lineal foot of frontage sidewalk = \$ 35.84

John R. Foley, P.E.
Florida Registered Engineer No. 38630

**Itemized Cost
for
Lorraine Corners Northeast
S.R. 70 Frontage**

December 20, 2016

EARTHWORK & MISCELLANEOUS

| Item | Quantity | Unit | Unit Price | Total |
|---|----------|------|---------------|--------------------|
| Clearing and Grubbing | 0.5 | AC | \$5,000.00 | \$2,500.00 |
| Offsite Fill (1' deep x 7' wide, compacted, in-place) | 625 | C.Y. | \$12.00 | \$7,500.00 |
| Sod (6' each side) | 3,200 | S.Y. | \$2.00 | \$6,400.00 |
| Silt fence (1 side) | 2,400 | L.F. | 1.25 | \$3,000.00 |
| 48" RCP | 24 | L.F. | 125.00 | \$3,000.00 |
| Headwall | 1 | EA. | 1,000.00 | \$1,000.00 |
| Testing | 1 | L.S. | 1,000.00 | \$1,000.00 |
| | | | Total: | \$24,400.00 |

SIDEWALK

| Item | Description | Quantity | Unit | Unit Price | Total |
|------|--------------------------------|----------|------|---------------|--------------------|
| | 4" Concrete Sidewalk (5' Wide) | 2,400 | L.F. | \$20.00 | \$48,000.00 |
| | | | | Total: | \$48,000.00 |

SURVEYING

| Item | Quantity | Unit | Unit Price | Total |
|---|----------|------|-------------------|-------------------|
| Construction Stakeout | 2,400 | L.F. | \$0.50 | \$1,200.00 |
| Record Data Collection & Record Drawing Preparation | 2,400 | L.F. | \$0.50 | \$1,200.00 |
| | | | Total A.1. | \$2,400.00 |

\\BQ\LCNE Proj\Cost\Estimate Dec2016.xls

