

**CREDIT AUTHORIZATION**

**CA-10-05 (T)**

**PULTE HOMES / HARRISON RANCH**

**THIS AUTHORIZATION IS APPROVED BY MANATEE COUNTY,  
FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA (COUNTY) AUTHORIZING IMPACT FEE CREDITS  
FOR PULTE HOMES / HARRISON RANCH, THEIR SUCCESSORS  
AND ASSIGNS (OWNER/ DEVELOPER).**

**WHEREAS**, on JUNE 27, 1986, MANATEE COUNTY ADOPTED ORDINANCE 86-09, establishing an Impact Fee Program ("ORDINANCE") and,

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida, adopted Ordinance 90-01, the new Manatee County Land Development Code (LDC), effective October 15, 1990; and,

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida adopted Ordinance 04-19, February 24, 2004, effective June 19, 2004; and,

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida adopted Ordinance 05-52, October 6, 2005; and,

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida adopted Ordinance 06-75, November 7, 2006; and,

**WHEREAS**, Chapter 8, Section 807, of the Manatee County Land Development Code (LDC) provides for the authorization, by the Board of County Commissioners, of Impact Fee Credits for contributions, payments, construction or dedications made to Manatee County against the applicable components of the impact fee; and,

**WHEREAS**, OWNER/DEVELOPER, upon property located at Erie Road, will undertake certain required contributions, payments, construction or dedications which have been determined to be eligible for credit against impact fees due in Benefit District "NE".

**NOW, THEREFORE, MANATEE COUNTY** authorizes credit against Impact Fees as follows:

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Pulte Homes / Harrison Ranch

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1. CONSTRUCTION, DEDICATION, CONTRIBUTION OR PAYMENT

OWNER/DEVELOPER shall pay to Manatee County the estimated cost of constructing northbound left turn lanes on Erie Road, between Woodlawn Circle and 69<sup>th</sup> Street East, improvements for which credit may be given pursuant to Chapter 8, Section 807, of the Manatee County Land Development Code (LDC).

2. TIME OF CONSTRUCTION, DEDICATION, CONTRIBUTION OR PAYMENT

All construction, dedication, contributions, or payments described above shall be completed prior to issuance of any Certificate of Occupancy for any building permit issued within the project.

3. OTHER FEES

Prior to issuance of a Certificate of Occupancy, all other applicable impact fee components and, if the creditable amount of the dedication along with the improvement is less than the transportation impact fee component, then, any difference due between the required transportation impact fee component and the creditable amount of the dedication and road improvement, will be paid by the OWNER/DEVELOPER.

4. FAILURE TO PAY, CONSTRUCT OR DEDICATE

Failure of the OWNER/DEVELOPER to pay, construct, contribute or dedicate as provided for in this Authorization, the COUNTY may withhold any and all Certificates of Occupancy for Pulte Homes / Harrison Ranch, as depicted in Final Site Plan PDMU-01-04(Z)(P) for this project. The County may also withhold any credit against impact fees for any Development Unit until such time as said payment, construction, contribution, or dedication occur.

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5. FINAL CREDIT APPROVAL

The final amount of credit, as authorized by this Credit Authorization, shall be approved by the Board of County Commissioners before the credit is issued.

APPROVED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS

12<sup>TH</sup> DAY OF April, 2011.

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA



BY: \_\_\_\_\_

Chairman

ATTEST

BY: \_\_\_\_\_

R. B. Shore

Clerk of the Circuit Court

FINAL AUTHORIZATION OF TRANSPORTATION CREDIT

DATE: April 12, 2011

CREDIT AUTHORIZATION NUMBER: CA-10-05 (T)

OWNER/DEVELOPER: PULTE HOMES

PROJECT NAME: HARRISON RANCH

RIGHT-OF-WAY DEDICATION TOTAL: \$ - 0 -

ROAD CONSTRUCTION COST TOTAL: \$ 380,287.50

LESS DEVELOPER'S PROPORTIONATE  
FAIR SHARE OF REQUIRED IMPROVEMENTS: (\$19,014.38)

TOTAL CREDIT AUTHORIZED: \$ 361,273.13

APPROVED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS

12<sup>TH</sup> DAY OF April, 2011.

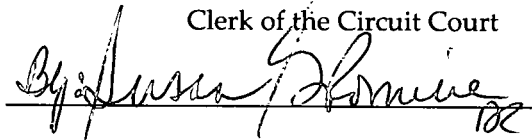
BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

BY: 

Chairman

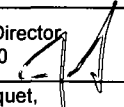

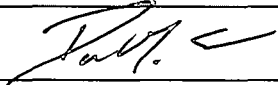


ATTEST: R. B. SHORE  
Clerk of the Circuit Court

  
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# MANATEE COUNTY GOVERNMENT

## AGENDA MEMORANDUM

<b>SUBJECT</b>	Pulte Homes Application for Impact Fee Credit CA-10-05 (T) Harrison Ranch	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	April 12, 2011	<b>DATE SUBMITTED/REVISED</b>	April 1, 2011
<b>BRIEFINGS? Who?</b>	None Required	<b>CONSEQUENCES IF DEFERRED</b>	N/A
<b>DEPARTMENT/DIVISION</b>	Financial Management Department, Impact Fee Administration Division	<b>AUTHORIZED BY TITLE</b>	Jim Seuffert, Director 745-3760 
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Sharla Fouquet, Impact Fee Coordinator  748-4501, Extension 3966	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Sharla Fouquet, Impact Fee Coordinator 748-4501, Extension 3966
<b>ADMINISTRATIVE APPROVAL</b>			

<b>ACTION DESIRED</b> <b>INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED</b>
<p>Authorization for Chairman to execute Credit Authorization CA-10-05 (T).</p> <p>Authorization for Chairman to execute Final Authorization of Road Impact Fee Credit in the total amount of \$361,273.13 for payment in lieu of construction of required non-site-related road improvements, per Credit Authorization CA-10-05 (T).</p>

<b>ENABLING/REGULATING AUTHORITY</b> <b>Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy</b>
MANATEE COUNTY COMPREHENSIVE PLAN 5.1 TRAFFIC CIRCULATION ELEMENT / FUTURE MAJOR ROADWAYS / LAND DEVELOPMENT CODE CHAPTER 8 / IMPACT FEES SECTION 807 / CREDITS

<b>BACKGROUND/DISCUSSION</b>
<p>Chapter 8, Section 807 of the Manatee County Land Development Code provides for authorization by the Board of County Commissioners for Impact Fee Credits for contributions, payments, construction, or dedications made to Manatee County against applicable components of impact fees.</p> <p>Under the terms of Development Agreement LDA-01-03(R), approved July 27, 2004, Pulte Homes was required to construct, or contribute to the construction of, several transportation improvements related to its Harrison Ranch development in northeastern Manatee County. In a separate Payment in Lieu of Required Improvements (PILORI) agreement approved by the Board of County Commissioners on April 19, 2010, Pulte agreed to pay \$380,287.50 to Manatee County in lieu of making one of the LDA-stipulated improvements, the construction of northbound left turn lanes on Erie Road between Woodlawn Circle and 69<sup>th</sup> Street East.</p> <p>According to the PILORI agreement, this payment in lieu of construction did not require Pulte to waive any impact fee credits that they would have received if they'd actually built the required road improvements. Consequently, as the stipulated improvement would have been at least partially creditable under the terms of Section 807 of the Land Development Code, the PILORI payment entitles Pulte to a road impact fee credit in Benefit District "NE."</p> <p>Pulte Homes delivered check #0091183542 in the amount of \$380,287.50 to Manatee County on May 26, 2010. Staff review of the improvements for which this payment was made determined that Pulte's proportionate share of said improvements is 5%. Pulte is therefore eligible for impact fee credits in the amount of \$361,273.13, which equates to 95% of their PILORI contribution.</p> <p style="text-align: right;">APPROVED IN OPEN SESSION</p> <p style="text-align: right;">APR 12 2011</p> <p style="text-align: right;">BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA</p>

COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input type="checkbox"/>	<b>REVIEWED</b> <b>Written Comments:</b> <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>
<input checked="" type="checkbox"/>	<b>NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)</b>
<input type="checkbox"/>	<b>OTHER</b>

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
<ol style="list-style-type: none"> <li>Credit Authorization CA-10-05 (T)</li> <li>Final Authorization of Credit CA-10-05 (T)</li> <li>LDA-01-03(R) approved July 27, 2004</li> <li>Performance Security and Subdivision Improvements Agreement dated October 21, 2008 between Pulte Home Corporation and Manatee County</li> <li>PILORI Agreement dated April 27, 2010 between Pulte Homes and Manatee County</li> <li>Transmittal Document from ZNS Engineering referencing delivery of a check for \$380,287.50 to Manatee County on May 26, 2010.</li> <li>Copy of Check #0091183542</li> <li>Acknowledgment of check receipt by County staff</li> <li>Cash Receipt dated June 30, 2010</li> <li>Transportation Impact Fee Credit Application from Pulte Homes dated May 14, 2010</li> <li>Email from Transportation Systems Management staff approving the authorization of impact fee credits for Pulte Homes</li> <li>Memorandum from Renaissance Planning Group analyzing and verifying Pulte Homes' application for impact fee credits</li> </ol>		Please send a <u>certified</u> copy of all executed documents to Sharla Fouquet, Financial Management Department (County Administration Building, 9 <sup>th</sup> Floor). <i>✓ 4/13/11 (RL)</i>	
<b>COST:</b>	N/A	<b>SOURCE (ACCT # &amp; NAME) :</b>	N/A
<b>COMMENTS:</b>	This will be an allowable credit against road impact fees in Benefit District "NE" effective May 14, 2010.	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

**LDA-01-03(R)  
REVISED AND RESTATED  
DEVELOPMENT AGREEMENT FOR  
HARRISON RANCH**

This Revised and Restated Development Agreement (hereinafter the "Agreement") is made and entered into by and between **PULTE HOME CORPORATION**, a Michigan corporation authorized to do business in the state of Florida, whose address is Northdale Executive Center, 3810 Northdale Boulevard, Suite 100, Tampa, Florida 33624, (hereinafter the "Applicant") as successor in interest to Harrison Ranch, LLC, a Florida limited liability company, and **COUNTY OF MANATEE**, a Political Subdivision of the State of Florida (hereinafter the "County") (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, Harrison Ranch, LLC and Manatee County executed a Development Agreement for the property then encompassing the Harrison Ranch project (LDA-01-03) on June 11, 2002 ("Prior Agreement") and the Parties seek to have this Agreement replace the Prior Agreement in its entirety; and

**WHEREAS**, the boundaries of the project have changed slightly with the addition of 65.52 acres and the removal of 80.53 acres; and

**WHEREAS**, the Applicant holds title to and is the contract purchaser of certain real property located in Manatee County, Florida, as described on Exhibit "A", attached hereto and incorporated herein (hereinafter the "Property"); and

**WHEREAS**, the Applicant wishes to develop the above-mentioned Property as a planned, residential community on 955.01 contiguous acres of land, consisting of a maximum of 1,168 single family dwelling units with a residential unit density of 1.22 dwelling units per acre (hereinafter the "Project"); and

**WHEREAS**, the Manatee County Comprehensive Plan (hereinafter the "Plan") requires public facilities to be available concurrent with development approved by the County in a manner which maintains the adopted level of service standards; and

**WHEREAS**, Chapter 10 of the Manatee County Land Development Code (hereinafter the "LDC") authorizes Development Agreements between Manatee County through the Board of County Commissioners and the developer to ensure the requirements of the Plan and LDC are followed.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. That the above recitals are true and correct and are hereby incorporated herein.
2. **Project Description**. The Project is currently zoned General Agriculture ("A"), within the new 65.52 acres, and Planned Development Mixed Use ("PDMU") and is designated as Residential -3 Dwelling Units/ Gross Acre ("RES-3"), Urban Fringe - 3 Dwelling Units/Gross Acre ("UF-3"), and Public/Semi-Public (1) ("P/SP(1)") on the Future Land Use Map of the Plan. A rezoning for the 65.52 acres to Planned Development Mixed Use ("PDMU") has been requested by

the Applicant.

3. **Names of All Legal and Equitable Owners.** The names of all legal and equitable owners of the property are attached as Exhibit "B."

4. **General Development Plan and Other Approvals.** On June 4, 2002, the County approved a General Development Plan (hereinafter "GDP"), including rezoning the property to PDMU. The GDP and rezone approval was assigned the following project number by the County: PDMU-01-04 (Z)(G). The maximum number of single-family residential units approved was 1,550 dwelling units. On October 29, 2003, the Applicant applied to the County for Preliminary Site Plan (hereinafter "PSP") approval including rezoning additional property to PDMU. The PSP and rezone approval has been assigned the following project number by the County: PDMU-01-04(Z)(P). The maximum number of single-family residential units requested is 1,168 dwelling units. The Project shall be constructed in a manner consistent with the Plan, the LDC, the approved PSP and all stipulations and conditions imposed thereon.

The Applicant shall obtain the following required permits and approvals from or required by the County:

- A. Preliminary Site Plan, including the rezone of the additional 65.52 acres
- B. Certificate of Level of Service Compliance
- C. Final Site Plan approval
- D. Construction Drawing approval
- E. Access and Driveway permits
- F. Building permits
- G. Certificates of Occupancy
- H. Rights-of- Way Use permits
- I. FDOT permits

5. **Transportation.** In order to mitigate the impacts of the Project on the transportation system in the County, the Applicant shall construct or contribute to the construction of the following transportation improvements, at the stated level of development of the Project and upon the terms and conditions for development as set forth below:

- A. Signalization of Fort Hamer Road at US 301:
  - 1. Applicant shall participate up to a maximum of three percent ( 3%) of signalization physical construction, excluding design and right-way costs.
  - 2. Applicant shall participate up to a maximum of three percent ( 3%) for construction of an eastbound right turn lane and up to a maximum of three percent ( 3%) for construction of a northbound left turn lane; provided however, the Applicant's total contribution shall be based upon the necessity thereof, not to exceed the preceding three percent ( 3%) limitation.
  - 3. Construction of the above-mentioned turn lanes shall be fully transportation impact fee creditable.
  - 4. Applicant's obligation to contribute to the above improvements shall be conditioned upon:



- a. Intersection meets signal warrants and receives approval from FDOT and County; and
  - b. All necessary right of way acquisitions and design to be by the County or State or other third party; and
  - c. Applicant's obligation for contribution and participation in the above improvements shall not commence until: (i) such time as the Project's new trips on US 301 between the Project entrance and Fort Hamer Road exceed five percent (5%) of the roadway's then-current level of service capacity, and (ii) construction is initiated by the County or by another developer.
- B. Signalization at Project Entrance on US 301: Applicant shall construct or cause to be constructed a traffic signal and an eastbound left turn lane at the Project entrance on US 301. Construction shall be initiated at such time as the intersection meets signal warrants and receives construction plan approval from FDOT and County. In the event, during the term of this Agreement, a project is developed south of the aforementioned intersection, thereby using and benefitting by the aforementioned intersection improvement, the Applicant shall have the right to negotiate with the developer of said project for contribution or equitable reimbursement for the aforementioned improvement.
- C. Project entrance on Erie Road: Applicant shall construct or cause to be constructed a connection to Erie Road, contiguous to the Project's northern property line. Construction shall be initiated upon the issuance of a Final Site Plan for the 1,000<sup>th</sup> residential unit in the Project, and completed or bonded prior to the final plat for the 1,000<sup>th</sup> residential unit in the Project. Intersection shall be stop controlled with exclusive northbound left and northbound right turn lanes. If County desires the intersection to be upgraded, the cost and expense of any upgrades required by the County to said entryway shall be borne by the County, including any necessary additional property required in such entryway. Additionally, Applicant shall be eligible for and receive transportation impact fee credits for all amounts paid by Applicant as allowed by the LDC for this improvement.
- D. Intersection improvements at the existing intersection of Ellenton Gillette Road and Experimental Farm Road: Applicant shall construct or cause to be constructed a center storage lane on Ellenton Gillette Road, within existing rights of way, to facilitate eastbound left turning movements. Construction will be limited to available right of way. The timing of construction of the aforementioned improvement shall be as set forth in an approved traffic study. The Applicant shall be eligible for and receive transportation impact fee credits for all amounts paid by the Applicant as allowed by the LDC toward such a storage lane.
- E. Signalization at US 41 and 69<sup>th</sup> Street East: Applicant shall participate up to a maximum of two percent (2%) of the construction costs for the installation of traffic signalization at the existing intersection of US 41 at 69<sup>th</sup> Street East. Applicant's obligation to contribute to the preceding improvement shall be conditioned upon the following:

1. Intersection meets signal warrants and receives approval from FDOT and Manatee County; and
2. All necessary right of way acquisitions and design by others; and
3. Applicant will be obligated to participate in construction costs, as set forth above, upon the earlier of such time as (i) Applicant connects its Project to Erie Rd, per Paragraph 4C, above, or (ii) construction is initiated by the County or by another developer.

F. **Signalization at US 301 and Canal Road:** Applicant shall participate up to a maximum of five percent (5%) of the construction costs for the installation of traffic signalization at the existing intersection of US 301 at Canal Road. Applicant's obligation to contribute to the preceding improvement shall be conditioned upon the following:

1. Intersection meets signal warrants and receives approval from FDOT and Manatee County; and
2. All necessary right of way acquisitions and design by others; and
3. Applicant will be obligated to participate in construction costs, as set forth above, upon the earlier of such time as approval of a final plat for the 864<sup>th</sup> residential unit, or construction is initiated by the County or by another developer.

G. **Northbound left turn lanes on Erie Road between Woodlawn Circle and 69<sup>th</sup> Street East:** Applicant shall construct or cause to be constructed two (2) northbound left turn lanes on Erie Road, one each at Woodlawn Circle and 55<sup>th</sup> Street East (f/k/a Thousand Oaks Boulevard), to facilitate through traffic movement. Construction will be limited to available right of way, and a maximum storage length of fifty (50) feet each. The timing of construction by Applicant of the aforementioned improvement shall be as set forth in an approved traffic study and shall not be initiated until such time as the issuance of a Final Site Plan for the 864<sup>th</sup> residential unit in the Project, and completed or bonded prior to the final plat for the 864<sup>th</sup> residential unit in the Project, provided the then-current traffic volumes support such improvements. The Applicant shall be eligible for and receive transportation impact fee credits for all amounts paid by Applicant as allowed by the LDC toward the above-mentioned turn lanes. The Applicant's total contribution shall be limited to the amount of the Project's available transportation impact fees.

6. **Water and Sewer.** In order to mitigate the impacts of the Project on the water and sewer systems in the County, the Applicant shall construct the following water and sewer improvements, at the stated level of development of the Project and upon the terms and conditions for development as set forth below:

- A. **Water Improvements on US 301:** The Applicant shall construct a water line sufficient to serve the Project per customary County standards from the existing twelve inch (12") main at the Gardens to the Project's entrance (Harrison Ranch Boulevard). If required by the County, the Applicant and County agree to enter into a standard participation agreement providing for the upgrading of the above-mentioned water line.
- B. **Water Improvements on Erie Road:** The Applicant shall construct a water line sufficient to serve the Project per customary County standards from the existing sixteen inch (16") main near the intersection of Erie Road and 69<sup>th</sup> Street to the Project entrance on Erie Road. If required by the County, the Applicant and County agree to enter into a standard participation agreement providing for the upgrading of the above-mentioned water line.
- C. **Sanitary Sewer Improvements:** The Applicant agrees to construct its own internal wastewater collection system, life station(s) and force main(s) to connect to the County's North Regional sewerage system in conjunction with the phased development of the Property. The Applicant agrees to complete its wastewater facilities for the Project per customary County standards. If required by the County, the Applicant and County agree to enter into a participation agreement providing for the upsizing to meet the County's future capacity demands. All upsizing to be at the County's expense.

7. **Collector Road.** If the County classifies the entry road as a Collector Road prior to commencement of construction of the 864<sup>th</sup> residential unit in the Project, then the Applicant shall construct and dedicate a functionally-classified Collector Road with one hundred twenty feet (120') of right-of-way extending from U.S. Highway 301 and Harrison Ranch Boulevard intersection north to the entrance of the community park, as shown on the Applicant's preliminary site plan and one hundred feet (100') of right-of-way throughout the Project in order to connect U.S. Highway 301 to Erie Road. To the extent such road exceeds the LDC's requirements for the Project, the Applicant shall receive transportation impact fee credits for all amounts paid in excess of same. The Applicant shall additionally provide a multi-use trail along said Collector Road. Said road shall be constructed, as and when necessary, to tie in with the various phasing of the Project. The Collector Road shall be constructed in conjunction with the development of the neighborhoods in the Project and shall be completed prior to the issuance of a certificate of occupancy for the 864<sup>th</sup> residential unit in the Project.

Alternatively, if the County has not classified the entry road as a Collector Road prior to commencement of construction of the 864<sup>th</sup> residential unit in the Project, then the Applicant shall construct the road to the standards for dedication and construction, as set forth above, up to the entrance to the community park of the Project, and said road shall be constructed as a two-lane road with one hundred feet (100') of right-of-way to County standards for the remaining portion of the road. The Applicant shall dedicate said road with the appropriate road right-of-way to the County in order to connect U.S. Highway 301 to Erie Road, as set forth above.

8. **Duration of Certificate of Level of Service Compliance and Development Agreement.** In light of the Large Project Status of the Project Development, completion and commitment to complete the Required Improvements, as set forth herein, a Certificate of Level of Service Compliance (hereinafter the "CLOS") for the Project shall be issued with the first Preliminary Site Plan, in accordance with the Land Development Code, with an expiration date of five (5) years from the effective date of the Prior Agreement said CLOS shall not extend beyond June 3, 2007 and shall be conditioned upon the Applicant complying with the terms of this Agreement. The Applicant's obligations to construct the improvements, as set forth above in this Agreement, shall terminate when the CLOS expires or is otherwise terminated by the County.

9. **Notices.** Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person, or sent by U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth below or at such other addresses as or specified by written notice delivered in accordance herewith:

**APPLICANT:**

Pulte Home Corporation  
Northdale Executive Center  
3810 Northdale Boulevard, Suite 100  
Tampa, Florida 33624

**with copies to:**

Blalock, Walters, Held & Johnson, P.A.  
Attn: Clifford Walters  
802 11<sup>th</sup> Street West  
Bradenton, Florida 34205

**COUNTY:**

Chairperson  
Manatee County Board of County Commissioners  
1112 Manatee Avenue West  
Bradenton, Florida 34205

**with copies to:**

Manatee County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

Manatee County Planning Department  
Attn: Director of Planning  
1112 Manatee Avenue West  
Bradenton, Florida 34205

Notices mailed as herein above provided shall be deemed effectively given on the postmarked date of such notice if mailed, and otherwise, on the date actually received.

10. **Consistency.** The County finds this Agreement to be consistent with the Comprehensive Plan and the Land Development Code.

11. **Means of Relief.** The sole means of relief from this Agreement shall be an action for injunctive relief filed in a Circuit Court in and for Manatee County, Florida, and any appropriate appeal thereof. However, any enforcement of other zoning and land use permits and approvals shall be as provided by Chapter 12 of the LDC.

12. **Omission from Agreement.** The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Applicant, or any of its affiliates, successors or assigns, of the necessity of complying with the laws governing said permitting requirements, conditions, terms and restrictions.

13. **Agreement Runs with the Land and Binding Effect.** This Agreement shall run with the land and the burdens and benefits of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and all successors in interest, including all mortgagees to the parties of this Development Agreement.

14. **Entire Agreement.** This Development Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and supercedes 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.

15. **Prior Agreement.** This Development Agreement replaces in its entirety the Prior Agreement between Harrison Ranch, LLC and Manatee County, LDA-01-03.

16. **Applicable Laws 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.

17. **Severability.** In the event any term or provision of this Development Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof, and all such other 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 Development Agreement; provided however, if any term or provision of this Development Agreement is held to be invalid due to the scope or extent thereof, 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.

18. **Default.** In the event of a default hereunder by the Applicant of its obligations, County's remedy shall consist of the right to withhold further development approvals for the Applicant. In the event of a default hereunder by County, Applicant shall be entitled to specific performance.

19. **Duration.** The duration of this Agreement shall expire ten years after the effective date established pursuant to Section 20 hereto.

20. **Effective Date.** This Agreement shall not become effective until the latest of the following: (i) the Agreement is fully executed by both parties and all time for appeals of the Agreement have expired; (ii) the Agreement has been recorded in the Public Records in and for Manatee County, Florida, at the expense of the Applicant; and (iii) thirty (30) days after having been received by the Florida Department of Community Affairs.

(SIGNATURE PAGE TO FOLLOW;  
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year set forth below.

Witnesses:

APPLICANT:

PULTE HOME CORPORATION, a  
Michigan corporation

Garth M. Miller

Print Name Garth Miller

Scott H. Campbell

Print Name Scott H. Campbell

By: [Signature]

Its: Vice President (Land)

Dated: 7/27/04

STATE OF FLORIDA  
COUNTY OF MANATEE

THE FOREGOING instrument was sworn to and subscribed before me this 27<sup>th</sup> day of July, 2004, by Garth Miller as Vice President of PULTE HOME CORPORATION, a Michigan corporation,  
☐ who is personally known to me  
☒ who produced Florida State's license as identification and who acknowledged before me that the same was executed freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation.  
My commission expires:

[Signature]  
Signature  
NOTARY PUBLIC STATE OF FLORIDA  
Commission No. DD232664



William C. Robinson Jr.  
My Commission DD232664  
Expires July 15, 2007

COUNTY OF MANATEE, a Political  
Subdivision of the State of Florida, by and  
through its Board of County Commissioners  
By: [Signature]  
Jane von Hahmann, Chairman  
Board of County Commissioners of  
Manatee County, Florida

ATTEST: R. B. Shore,  
Clerk of the Circuit Court:

[Signature]  
By: Susan Robinson



Dated: 7-27-04

**This Instrument prepared by and return to:**

William C. Robinson, Jr., Esquire  
Blalock, Walters, Held & Johnson, P.A.  
802 11th St. W.  
Bradenton, FL 34205

**PERFORMANCE SECURITY AND SUBDIVISION IMPROVEMENTS AGREEMENT**

**THIS PERFORMANCE SECURITY AND SUBDIVISION IMPROVEMENTS AGREEMENT** (the "Agreement") is made and entered into this 21<sup>st</sup> day of October, 2008 by and between **MANATEE COUNTY**, a political subdivision of the State of Florida who is address is 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as ("COUNTY") and **PULTE HOME CORPORATION**, a Michigan corporation, whose address is 3810 Northdale Blvd, Suite 100, Tampa, Florida 33624 hereinafter referred to as ("PULTE").

**WITNESSETH:**

**WHEREAS**, on July 27, 2004 Pulte obtained preliminary site plan approval for Harrison Ranch ("Harrison Ranch"); and

**WHEREAS**, Pulte has obtained final site plan approval and final plat approval for all phases of Harrison Ranch from the County; and

**WHEREAS**, the County approved a revised final site plan to further sub-phase Phase II of Harrison Ranch; and

**WHEREAS**, pursuant to the County's Land Development Code (the "LDC"), Pulte has posted performance securities with the County to secure the construction of public improvements within the subdivision generally required to be constructed within two years of recording of the

plats for the Development Project (the "Subdivision Improvements", and collectively with the Transportation Improvements, the "Improvements") and to secure the Transportation Improvements.

**WHEREAS**, because of the recent downturn in the residential real estate market, Pulte seeks to extend the time permitted to complete the Improvements in Phase II of Harrison Ranch for an additional seven (7) years, subject to maintaining with the County satisfactory performance security to secure the construction of the Improvements; and

**WHEREAS**, in consideration of the extension of completion time for the Improvements, Pulte agrees to complete certain improvements earlier than originally required in the Development Agreement; and

**WHEREAS**, the subphases and lots in Phase II of Harrison Ranch that will be subject to this Agreement are provided on Exhibit "A", which is attached hereto and incorporated herein; and

**WHEREAS**, in accordance with section 722.3 of the LDC the County is authorized to enter into this Agreement; and

**WHEREAS**, on July 27, 2004 the County and Pulte executed a Revised and Restated Development Agreement for Harrison Ranch (LDA-01-03(R)) (the "Development Agreement") providing for an extended certificate of level of service (CLOS) for Harrison Ranch.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements 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. **Extension of Time for Phase II Subdivision Improvements.** In consideration of Pulte's performance of the obligations set forth below in Section 3, the County shall permit Pulte a maximum of seven (7) years from the date of this Agreement to complete all Improvements for Phase II, subject to Pulte maintaining satisfactory agreements and performance securities with the County in accordance with the requirements of the LDC, Section



5 hereof, and the phasing plan incorporated into the final site plan for Harrison Ranch. In accordance with the LDC, Pulte may, from time to time, apply to the County to reduce the stated principle amount of performance securities, or release performance securities, to reflect the completion of Improvements secured by such performance securities. This Section shall not be construed to waive or limit the County's right to draw upon performance securities pursuant to the LDC for any valid purpose, including without limitation, the failure of Pulte to do any of the following: complete the improvements required in order to comply with the phasing plan incorporated into the final site plan for Harrison Ranch; complete the improvements set forth below in Section 3 within the deadlines set forth therein; or to provide a substitute performance security or an extension of an existing performance security in advance of the expiration of a performance security.

3. **Completion of Certain Improvements:** The following improvements shall be completed by Pulte as set forth herein:

- A. Project entrance on Erie Road as approved on the current construction drawings shall be completed no later than **October 21, 2010**.
- B. Northbound left turn lanes on Erie Road between Woodlawn Circle and 69<sup>th</sup> Street East. Such improvement shall be completed no later than **April 21, 2010**. Such completion date is contingent upon approval by any and all appropriate government agencies (including the County) (possible reviewing agencies may include, but are not limited to the following agencies: SWFMWD, US Army Corps of Engineers and the DEP).
- C. Harrison Ranch Boulevard. Construction of a two-lane road from the community park to project entrance on Erie Road, completing the connection between Erie Road and US 301, as approved on the current construction drawings shall be completed no later than **October 21, 2010**.

4. **Sale of home sites in Phase II.** Pulte shall not receive a certificate of occupancy for any residential unit, and shall not close upon the sale of any such completed resident unit, in any subphase of Phase II until the County has accepted all required Improvements for such subphase. Such restriction shall not prevent bulk sales, reservations or presales of lots in Phase II, nor shall it prohibit Pulte from obtaining building permits for construction of residential units during the construction of related Improvements.

5. **Annual Monitoring.** Pulte shall submit to the County on an annual basis on or before July 1 for County review the following: (a) updated engineering cost estimates for the Improvements that remain to be completed ; and (b) an updated phase map of Harrison Ranch that depicts the completed portions of Harrison Ranch, as well as portions under construction. No later than July 1 of each year, Pulte shall provide to the County a certified engineers estimate of the cost to complete the remaining improvements. The County shall review this estimate for adequacy. If the amount of performance security no longer meets the amount prescribed by the LDC, Pulte shall obtain an adjustment of the principle amount of the performance security covering such improvements and provide written evidence of the same in an amount and form acceptable to the County. Failure to do so within 90 days shall be considered a breach of this Agreement.

6. **Recordation and Release.** This Agreement shall be recorded in the official records of the County at the expense of the Pulte, and shall run with the land as an encumbrance that is legally binding upon Pulte, its successors and assigns unless and until released pursuant to this Section. Upon completion by Pulte, or its successors or assigns, of the improvements within a particular subphase in Harrison Ranch and acceptance by the County of the same, the County Administrator shall execute a release of that subphase and the lots therein from this Agreement for recording purposes. By approval of this Agreement, the Board of County Commissioners hereby authorizes the County Administrator to execute the releases contemplated pursuant to this Section.

7. **Development Agreement Unaffected.** This Agreement shall not be construed to modify the rights of either party nor revise any of the terms or conditions set forth in the Development Agreement.

8. **Modification.** Any modifications to this Agreement shall be in writing, duly executed by both parties.

9. **Successors in Interest.** This Agreement shall be binding upon and shall inure to the successors and assigns of the parties hereinabove named.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year shown below, and the signatories do hereby confirm that the governing or managing body of each party has approved the content, form and manner of execution of this Agreement.

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

By: Board of County Commissioners

By: Jane von Hahmann  
Jane von Hahmann, Chairman of the  
Board of County Commissioners

Date: 10/21/08

ATTEST:

R.B. SHORE, Clerk of the Circuit Court

By: Wicki Jessmer  
Deputy Clerk



WITNESSES:

[Signature] Dale P. Higgins

Kimberley Leamon Kimberley Leamon

PULTE HOME CORPORATION,  
a Michigan corporation

By: [Signature]

Printed Name: Scott H. Campbell

Title: Division President

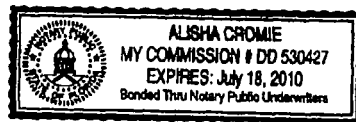
Date: 10/20/08

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 20 day of Oct, 2008, by [name of officer or agent] Scott H. Campbell, as Div. President [title] of **PULTE HOME CORPORATION**, a Michigan Corporation, on behalf of the Corporation. He/she is personally known to me or who has produced as identification and did not take an oath.

(Seal)



[Signature]

Notary Public, State of Florida

Print Name: Alisha Cromie

**EXHIBIT "A"**

Harrison Ranch, Phase IIA, as per plat recorded in Plat Book 51, Page 80 of the Public Records of Manatee County, Florida (Lots 477-495; 531-599; 600-699 and 1032-1113).

AND

Harrison Ranch, Phase IIB as per plat recorded in Plat Book 51, Page 123 of the Public Records of Manatee County, Florida (Lots 610-1031).

**PULTE HOME CORPORATION**

**AGREEMENT FOR PAYMENT IN LIEU OF  
CONSTRUCTION OF REQUIRED IMPROVEMENTS**

This AGREEMENT FOR PAYMENT IN LIEU OF CONSTRUCTION OF REQUIRED IMPROVEMENTS ("Agreement") is made and entered into this 2nd day of April, 2010, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, ("County") and **PULTE HOME CORPORATION**, a Michigan corporation whose address is 3810 Northdale Blvd., Suite 100, Tampa, Florida 33624 ("Developer").

**WITNESSETH:**

**WHEREAS**, on July 27, 2004 Pulte obtained preliminary site plan approval for Harrison Ranch ("Harrison Ranch") and entered into a Revised and Restated Development Agreement for Harrison Ranch with the County (the "LDA"); and

**WHEREAS**, Pulte has obtained final site plan approval and final plat approval for all phases of Harrison Ranch from the County ("Project Site"); and

**WHEREAS**, County approved on July 27, 2004 a Certificate of Level of Service ("CLOS") for the Project which includes required transportation improvements; and

**WHEREAS**, on October 21, 2008 the County and the Developer entered into a Performance Security and Subdivision Improvements Agreement, which was recorded in Official Records Book 2278, Page 4577 of the Public Records of Manatee County, Florida (the "Improvements Agreement") which imposed deadlines for the completion of certain transportation improvements for Harrison Ranch; and

**WHEREAS**, the approved LDA, CLOS and the Improvements Agreement requires the following transportation improvements to be completed prior the deadlines provided below:

Required Improvements	
Northbound left turn lanes on Erie Road between Woodlawn Circle and 69 <sup>th</sup> Street East ("Erie Road Improvements")	Deadline: April 21, 2010
Project entrance on Erie Road as approved on the current construction drawings ("Erie Road Project Entrance")	Deadline: October 21, 2010
Harrison Ranch Boulevard. Construction of a two-lane road from the community park to project entrance on Erie Road, completing the connection between Erie Road and US 301, as approved on the current construction drawings ("Harrison Ranch Boulevard Extension")	Deadline: October 21, 2010

**WHEREAS**, all intersections where improvements are required to be made are currently operating at or above the adopted level of service pursuant to the County's Comprehensive Plan; and

**WHEREAS**, Developer has proposed a monetary contribution to satisfy Developer's obligations for the to build the Erie Road Improvements; and

**WHEREAS**, the Developer shall construct the Harrison Ranch Boulevard and Erie Road Project Entrance improvements prior to the October 21, 2010 deadline set forth in the Improvements Agreement.

**WHEREAS**, given the nature of the uses proposed on the Project Site, and given that the intersections and links to which improvements are to be made are currently operating at or above the adopted levels of service, County desires to accept the monetary contribution in lieu of the construction of the Erie Road Improvements.

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

1. The recitals set forth above are true and correct, and are incorporated herein by reference.

2. The estimated cost to construct the Erie Road Improvements is as follows:

Required Improvements	Estimated Cost
Northbound left turn lanes on Erie Road between Woodlawn Circle and 69 <sup>th</sup> Street East	\$380,287.50

3. Within thirty (30) days of execution of this Agreement, Developer shall pay Three Hundred Eighty Thousand Two Hundred Eighty Seven and 50/100 (\$380,287.50) to the County. By making this payment, Developer does not waive any impact fee credits for those improvements listed in Paragraph 2 to which the Developer would be entitled pursuant to Chapter 8 of the County's Land Development Code and the LDA.

4. Upon adoption of this Agreement, County shall waive the requirements that the Developer improve Erie Road or otherwise cause the Erie Road Improvements to be made prior to the issuance of the a certificate of occupancy for any units within the Project.

5. Nothing herein shall be construed as extending the expiration of the approved and amended CLOS for the Project, nor as preventing Developer from requesting such an extension in accordance with the County's Comprehensive Plan and Land Development Code.

6. 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.

7. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to the Agreement including all mortgagees to the parties to this Agreement. Notwithstanding anything in this Agreement to the contrary, the County shall have no responsibility or liability for any obligations of Developer under this Agreement and the County does not assume any obligations to or for Developer. Further, this Agreement shall be recorded by Manatee County in the Public Records of Manatee County, Florida, within fourteen (14) days of its execution at the expense of the Developer.

8. All amendments to this Agreement, including any such amendments extending the term of the Agreement, shall be ineffective unless reduced to writing and executed by the County and Developer.

9. This 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 Agreement.

10. 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 other term or provision hereof. All 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.

11. The County and Developer 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.

12. Notices required to be given by this Agreement shall be in writing sent by certified United States mail, return receipt requested, addressed to the persons and places specified for giving notice below, or at such other place or person specified for giving notice as designated by written notice in the manner provided above:

FOR THE COUNTY:

Chairman  
Board of County Commissioners  
1112 Manatee Avenue West  
Bradenton, Florida 34205



With copies to:

County Attorney  
Manatee County Attorney's Office  
1112 Manatee Avenue West  
Bradenton, Florida 34205

Director  
Manatee County Planning Department  
1112 Manatee Avenue West  
Bradenton, Florida 34205

Director  
Manatee County Public Works Department  
1022 26<sup>th</sup> Avenue East  
Bradenton, Florida 34208

FOR THE DEVELOPER: Pulte Home Corporation  
c/o Dutch Neuweiler  
3810 Northdale Blvd., Suite 100  
Tampa, Florida 33624

With a copy to:

William C. Robinson, Jr., Esquire  
Blalock, Walters, Held & Johnson, P.A.  
802 11<sup>th</sup> Street West  
Bradenton, Florida 34205

13. The warranties, representations, covenants, and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.

14. This Agreement shall automatically terminate and expire upon the full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Developer Agreement.

15. This Agreement shall become effective upon its execution by both parties.

**IN WITNESS WHEREOF**, the parties hereto have set their hands on the date and year shown below, and the signatories do hereby confirm that the governing or managing body of each party has approved the content, form and manner of execution of this Agreement.

**[SIGNATURE PAGES FOLLOW]**

**PULTE HOME CORPORATION, a  
Michigan corporation**

By: [Signature]  
Print Name: Matt J. O'Brien  
Its: Attorney-In-Fact  
Date: April 19, 2010

WITNESSES:  
[Signature]  
Signature

Stacy Ricker  
Print Name

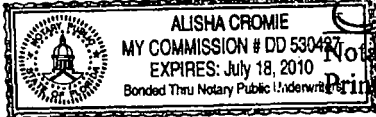
Elizabeth Crespo  
Signature

Elizabeth Crespo  
Print Name

**STATE OF FLORIDA**  
**COUNTY OF MANATEE** Hillsborough

The foregoing instrument was acknowledged before me this 19 day of April, 2010, by Matt J. O'Brien, as Attorney-In-Fact, on behalf of the Pulte Home Corporation, a Michigan Corporation. He is personally known to me and did not take an oath.

(Seal)

[Signature]  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  


ATTEST: R.B. SHORE,  
Clerk of the Circuit Court

By: *Susan P. Borne*  
Deputy Clerk



**MANATEE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Donna G. Hayes*

Donna G. Hayes, Chairman

Date: 4/27/2010

**ZNS|ENGINEERING**

ZNS Engineering | PO Box 9448 Bradenton, FL 34206

**Transmittal****ID:** 00001**Date Sent:** 5/26/2010

**Project:** Harrison Ranch - Erie Road  
**Number:** 00-42200

**To:** Sue Sandhoff  
 MC Public Works Department  
 Sue.sandhoff@mymanatee.org

**From:** Tina Fontaine  
 ZNS Engineering  
 PO Box 9448  
 Bradenton, FL 34206  
 tinaf@znseng.com

**Subject:** Harrison Ranch - Erie Road  
**Via:** Hand Delivery

**Purpose:** For your use and distribution

**Remarks:**

Dear Ms. Sandhoff,

We will hand-deliver to you today a check from Pulte Homes, Check # 0091183542, dated 05/04/2010 in the amount of \$380,287.50 (Three Hundred Eighty Thousand Two Hundred Eighty-Seven and 50/100 Dollars). Payable to the order of Board of County Commission in lieu of Construction Agreement Erie Road Improvements.

**CC:** Karen Wilson(ZNS Engineering)  
 Jeremy Fireline(ZNS Engineering)  
 Dutch Neuweiler(Pulte Homes Corporation)

**Description of Contents**

Quantity	Dated	Description
1	5/18/2010	2010.05.04 Pulte Check Erie Road.pdf

**ZNS|ENGINEERING**

Revised to HR - Eric KA - mcmurray  
5/18/2010



BOARD OF COUNTY COMMISSION

Vendor Number 453613165

Check Number 0091183542

Check Date 05/04/10

Invoice	Date	Co	Lot	Lot Address	Opt	Acct Cat	Acct Cat Description	Amount
45CHQ042910	04/29/10	2252	00099		00099	10494	Offsite - Other	380,287.50
**** TOTAL ****								380,287.50

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.



Central Florida Division  
100 Bloomfield Hills Pkwy  
Suite 300  
Bloomfield Hills, MI 48304

Check Number 0091183542  
Check Date 05/04/10

64-1278  
0611

\*\*\*380,287.50

Pay exactly

THREE HUNDRED EIGHTY THOUSAND TWO HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS

Pay to the order of

BOARD OF COUNTY COMMISSION  
1112 MANATEE AVE  
WEST BRADENTON, FL 34205

Bank of America  
Customer Connection  
Atlanta, Dekalb County, GA

Void After 180 Days

0091183542 061112788 3299039422



ZNS Engineering | PO Box 9448 Bradenton, FL 34206

## Transmittal

**ID:** 00001

**Date Sent:** 5/26/2010

**Project:** Harrison Ranch - Erie Road

**Number:** 00-42200

**To:** Sue Sandhoff  
MC Public Works Department  
Sue.sandhoff@mymanatee.org

**From:** Tina Fontaine  
ZNS Engineering  
PO Box 9448  
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tinaf@znseng.com

**Subject:** Harrison Ranch - Erie Road

**Via:** Hand Delivery

**Purpose:** For your use and distribution

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**CC:** Karen Wilson(ZNS Engineering)  
Jeremy Fireline(ZNS Engineering)  
Dutch Neuweiler(Pulte Homes Corporation)

### Description of Contents

Quantity	Dated	Description
1	5/18/2010	2010.05.04 Pulte Check Erie Road.pdf

*Handwritten signature: B. L. ... for Sue Sandhoff 5/26/10*

## CASH RECEIPT

**Amount Total:** \$381,388.96

92152931

Bank Bag #

ACCOUNT NUMBER / JL Account Numb	Echo ACCOUNT NUMBER	Fin Code	Receipt	AR Reference	Pay & Bk	Tax Cd & Amt	Rec#
Amount	Description	Prep ID	Ref Dt	PO Reference	Bk Slip#	Tax Cd & Amt	Hit
ID & Text Ptr & Format	Name	Batch ID	Due Dt	Product ID	Dep. Dt.	Duty Cd & Amt	A/R?
Div & Term & Misc & Post Code	Echo Div & Term	Rel. Cd.	Bill Dt	Pay Reference	Disc. Amt	Chg. Cd & Amt	
101-0000000-364404	Insurance subr		RC294062		AP	0.00	1
131.46	Transportation	GB	06/30/10			0.00	N
T 03 NB	GEICO-B GONZALEZ PROP DAMAGE				06/30/10	0.00	
		CR016704			0.00	0.00	
401-0000000-341101	Certify, copy,		RC294063		AP	0.00	2
45.00	Water and Sewer	GB	06/30/10			0.00	N
T 03 NB	GRADY LAND CONT/UTILITY STNDS				06/30/10	0.00	
		CR016704			0.00	0.00	
101-0000000-341101	Certify, copy,		RC294064		AP	0.00	3
25.00	Transportation	GB	06/30/10			0.00	N
T 03 NB	PROGRESSIVE DEV/HIGHWAY STANDS				06/30/10	0.00	
		CR016704			0.00	0.00	
401-0000000-341101	Certify, copy,		RC294065		AP	0.00	4
45.00	Water and Sewer	GB	06/30/10			0.00	N
T 03 NB	PROGRESSIVE DEV/HIGHWAY STANDS				06/30/10	0.00	
		CR016704			0.00	0.00	
401-0000000-369000	Miscellaneous		RC294066		AP	0.00	5
855.00	Water and Sewer	GB	06/30/10			0.00	N
T 03 NB	FPL MISC REVENUE				06/30/10	0.00	
		CR016704			0.00	0.00	
101-0000000-366656	Contribute Tra		RC294067		AP	0.00	6
380,287.50	Transportation	GB	06/30/10			0.00	N
T 03 NB	PULTE HOMES CONTRIB CAPITAL				06/30/10	0.00	
		CR016704			0.00	0.00	

System Total

Total for Wire Transfer WT 0.00  
Total for Phone PH 0.00  
Total for Lockbox LB 0.00  
Total for Check CK 0.00  
Total for Charge Card CG 0.00  
Total for Cash CA 0.00  
Total for Auto Clear House AC 0.00  
Total for Unspecified ' ' 381,388.96

Batch ID: CR016704 System Computed Total: 381,388.96 User Computed Total: N/A

GRAND TOTAL System Computed Total: 381,388.96 User Computed Total: N/A

Final Budget Check

No Budget Errors



TRANSPORTATION IMPACT FEE CREDIT APPLICATION

Date:	May 14, 2010
Credit Authorization Number:	CA-10-05 (T)
Project Number :	PDMU-01-04(Z)(P)
Project Name:	Harrison Ranch
Owner of Property:	Pulte Homes
Authorized Signer of Property:	Matt D'Brien
Mailing Address:	3810 Northdale Blvd., Ste 100 Tampa, FL 33624
Telephone:	813-265-3343
Representative/Agent:	Dutch Neuweiler
Telephone:	813-265-3343
Type of Development Proposed:	Residential
Description of work:	Payment in Lieu of Construction of Required Improvements for Harrison Ranch

Credit Pursuant to Chapter 8, Section 807, Manatee County Land Development Code  
Administrative Procedures Manual.

\$380,287.50

Road Improvement Credit

\$380,287.50

Amount of Payment in Lieu to Manatee County

Invoices/canceled checks for road improvements

Provided: \_\_\_\_\_ To Follow: \_\_\_\_\_

Owner's  
Signature



Date:

8/14/10

10/04

The foregoing instrument was acknowledged before  
me this 10th day of August 2010, by  
Matt O'Brien, who is personally known to me.

Alisha Cromie





**Fw: Pulte Homes TIF Credit**  
Tony Rodriguez to: Sharla Fouquet  
Cc: Bob Agrusa

03/18/2011 02:20 PM

Sharla,

I concur with the Renaissance Planning Group evaluation of the Pulte Homes/Harrison Ranch Impact Fee Credit Application. Please proceed according to your process.

Tony Rodriguez, AICP  
County Transportation Planning Official  
Manatee County Building and Development Services Department

----- Forwarded by Tony Rodriguez/MCG on 03/18/2011 02:22 PM -----

From: "Nick Lepp" <nlepp@ciesthatwork.com>  
To: <tony.rodriguez@mymanatee.org>  
Cc: <sharla.fouquet@mymanatee.org>  
Date: 03/18/2011 09:12 AM  
Subject: Pulte Homes TIF Credit

Tony & Sharla

I have revised my letter and spoken with Jeb from ZNS. I believe we are all in agreement with the 95% credit for Pulte Homes.

He will be calling one or both of you for a copy of the letter today or Monday.

Please let me know if you have any comments or questions.

Nick Lepp, AICP | Sr. Transportation Planner  
RENAISSANCE PLANNING GROUP  
p. 407.487.0061 x129 c. 321.274.7865 f. 407.487.0058

121 S. Orange Avenue, Suite 1200  
Orlando, FL 32801

[www.citiesthatwork.com](http://www.citiesthatwork.com)



TIF\_PulteHomes\_031811.doc



## RENAISSANCE PLANNING GROUP

121 S. Orange Avenue, Ste. 1200, Orlando, Florida 32801 • phone: 407-487-0061 • fax: 407-487-0058

March 18, 2011

Mr. Tony Rodriguez, AICP  
Deputy Director of Public Works  
Manatee County Public Works  
1022 26<sup>th</sup> Ave East  
Bradenton, FL 34208

**Subject: Pulte Homes / Harrison Ranch Impact Fee Credit**

Dear Mr. Rodriguez,

At the request of the County, Renaissance Planning Group reviewed the Pulte Homes / Harrison Ranch Impact Fee Credit Application and **accepts an offer for credit.**

- The applicant is eligible for a 95% credit against the transportation impact fees for the \$380,287.50 construction cost of the northbound left turn lanes on Erie Road between Woodlawn Circle and 69<sup>th</sup> Street East. The credit was estimated from the 2003 Manatee County Concurrency Management Database (Link Sheet) where base traffic and reserved trips at that time would have been used to calculate the proportionate share of the improvement. Based on the numbers from the 2003, Pulte homes has a 5% impact to Erie Road and since the improvement provided a benefit to all traffic on Erie Road, Pulte Homes is eligible to receive impact fee credits for the 95% of non-site related traffic benefiting from the improvement.

432 pm peak hour trips (2003)
547 reserved trips (from other developments)
<u>51 project trips</u>
1,030 Total estimated pm peak traffic

$51 / 1,030 = 0.495$  or 5%

We appreciate the opportunity to serve Manatee County on this project, please feel free to contact me if you have any questions or comments.

Sincerely,

Nick Lepp, AICP  
Sr. Transportation Planner  
Renaissance Planning Group