

SIDEWALK AGREEMENT

THIS SIDEWALK AGREEMENT is made and entered into as of July 25, 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 7/25/2017

WITNESSES:

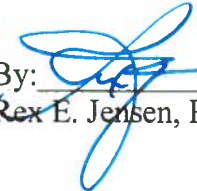

(Signature)
Print Name: Deborah S. Byerly


(Signature)
Print Name: Suzanne L. Fugate

Lakewood Ranch Commerce Park, LLC,
a Florida limited liability company

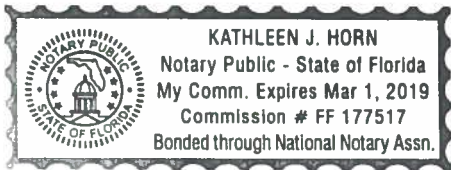
By: LWR Holdings, LLC, a Florida limited
liability company, as its Member

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

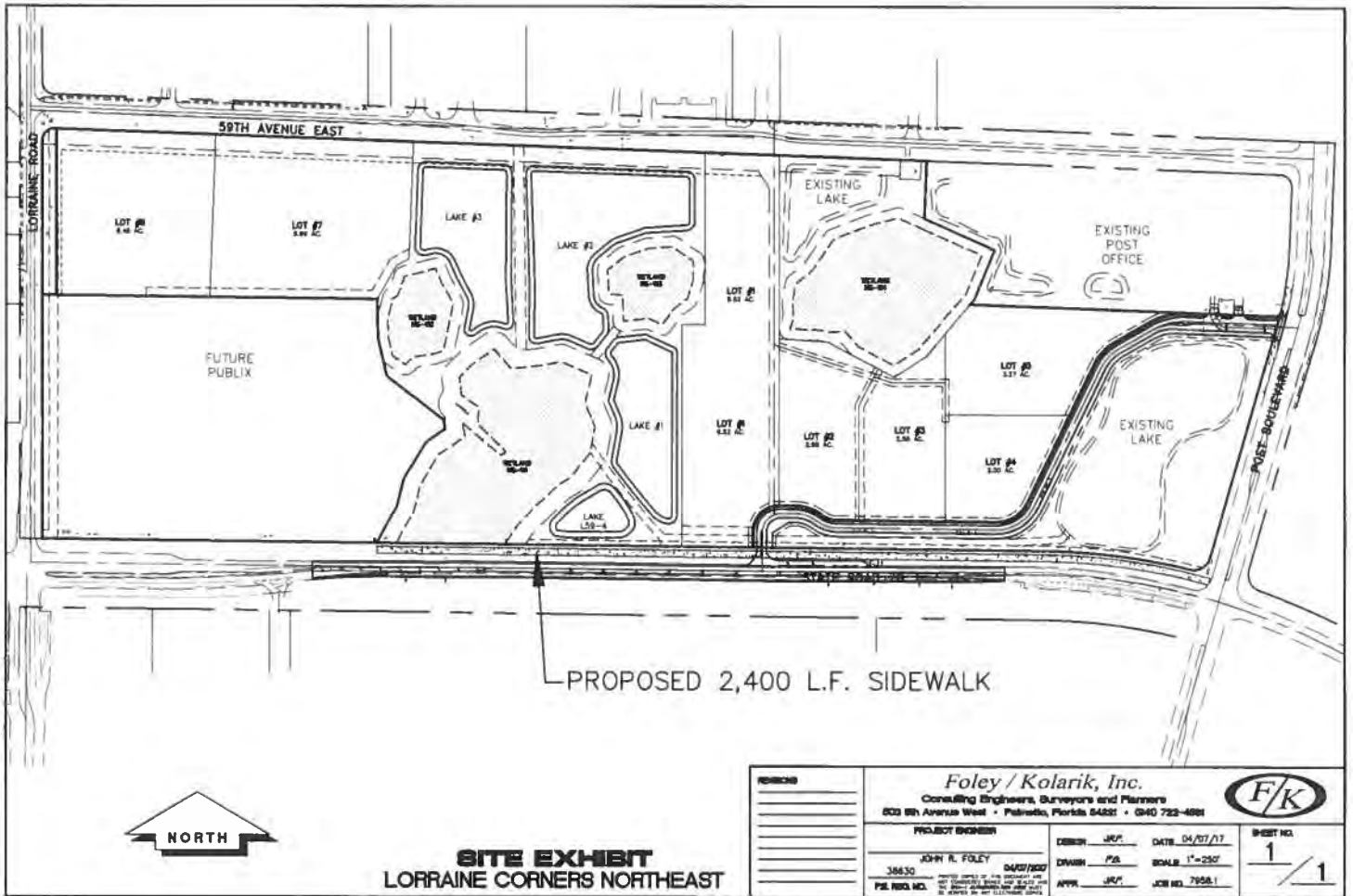
DESCRIPTION: LORRAINE CORNERS NORTHEAST

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



SITE EXHIBIT
LORRAINE CORNERS NORTHEAST

REVISIONS _____ _____ _____ _____ _____ _____	Foley / Kolarik, Inc. Consulting Engineers, Surveyors and Planners 500 9th Avenue West • Palmetto, Florida 34221 • (840) 723-4881		SHEET NO. <div style="font-size: 2em; text-align: center;">1</div> <div style="font-size: 2em; text-align: right;">/ 1</div>
PROJECT ENGINEER JOHN R. FOLEY	DESIGN _____ JRF DRAWN _____ PJB APPROV _____ JRF	DATE 04/07/17 SCALE 1"=250' JOB NO. 7958.1	
36830 <small>PROVIDE COPIES OF THIS DOCUMENT AND ALL CONTAINED THEREIN TO ALL APPLICABLE AGENCIES AND AGENCIES WITH JURISDICTION OVER THE PROJECT. THESE COPIES MUST BE PROVIDED TO THE AGENCIES WITHIN THE TIME FRAME SPECIFIED BY THE AGENCIES.</small>			

Z:\MASTER\91\W\CCD\KOLARIK\CORNERS NORTHEAST\CONSTRUCTION PLAN\INDUSTRY RECYCLORIANE COR_NE_CA.dwg, 4/7/2017 3:03 PM, page 11

**Exhibit “C”
Cost Estimates**

See attached.



Manatee County Public Works Department
Growth Management Engineering
1022 26th Avenue East
Bradenton, FL 36508
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 E., Bradenton, FL 34208
Phone number: (941) 708-7480 Ext. 7337

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>\$ 11,220.00</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

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



July 25, 2017 - Regular Meeting
Agenda Item #48

Approved in Open Session 7/25/17
Manatee County
Board of County Commissioners

Subject

Lorraine Corners Northeast - Sidewalk Agreement

Briefings

None

Contact and/or Presenter Information

Sia Mollanazar, P.E. Deputy Director - Engineering Services
Ext. 7487

Action Requested

Authorization for the County Administrator to execute the "Sidewalk Agreement" required of the "Developer", Lakewood Ranch Commerce Park, LLC, for the "Project" Lorraine Corners Northeast, as per the Manatee County Zoning Ordinance PDMU-16-12(Z)(G), rezoned to PDMU/WP-E/ST and an approved General Development Plan (GDP).

Enabling/Regulating Authority

Section 722.1.4.1 of the Land Development Code requiring construction of a sidewalk adjacent to a major thoroughfare.

Background Discussion

Lakewood Ranch Commerce Park, LLC, is the developer of that certain project in Manatee County, FL referred to as Lorraine Corners Northeast ("Project"), as described in Exhibit "A". The BoCC passed and approved Zoning Ordinance PDMU-16-12(Z)(G), rezoned to PDMU/WP-E/ST and an approved General Development Plan (GDP) for the project.

As part of the Approval, Stipulation D.5 of the Zoning Ordinance allows the developer and the 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"), as depicted in Exhibit "B" of the Agreement.

The developer has elected not to construct the sidewalk. The developer has submitted an itemized cost estimate for construction of 2,400 L.F. of 4" concrete sidewalk, 5' wide along the S.R. 70 frontage of Lorraine Corners Northeast in the amount of \$86,020.00. See attached Exhibit "C" Cost Estimates.

Staff has reviewed the total length of the sidewalk required and the associated cost estimate and is in agreement with the estimate.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Please return the executed original "Sidewalk Agreement" to the Public Works Department, attention Sia Mollanazar, P.E. Please call ext. 7462 and we will arrange to pick up the executed original agreement.

Sent to Sia Mollanazar via courier mail, 7/28/17, RT

Cost and Funds Source Account Number and Name

\$86,020.00 101-0000000/366014

Amount and Frequency of Recurring Costs

N/A

Attachment: [CAO Review comments - Lorraine Corners Northeast RLS-2017-0245.pdf](#)

Attachment: [Sidewalk Agreement - Lorraine Corners Northeast & Exhibits A, B, and C - 07102017.pdf](#)

From: [Sia Mollanazar](#)
To: [Janice Haas](#)
Subject: FW: Sidewalk Agreements (Hide-Away Storage & Lorraine Corners Northeast); RLS-2017-0259 & RLS-2017-0245
Date: Wednesday, June 14, 2017 11:35:09 AM
Attachments: [Sidewalk Agr -CAO Comments 5 26 17.pdf](#)

Tom had this

Sincerely

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

From: William Clague
Sent: Friday, May 26, 2017 3:52 PM
To: Sia Mollanazar
Cc: Mitchell Palmer; Alex Nicodemi; Ed Hunzeker; Dan Schlandt; Karen Windon; Ron Schulhofer; Tom Gerstenberger; Juliet Shepard
Subject: Sidewalk Agreements (Hide-Away Storage & Lorraine Corners Northeast); RLS-2017-0259 & RLS-2017-0245

Sia:

Pursuant to the above Requests for Legal Services you have asked this office to review a revised draft Reimbursement Agreement for the Hide-Away Storage-Sidewalk Agreement (Hide-Away Agreement) and the Lorraine Corners Northeast Sidewalk Agreement (Lorraine Agreement). I provide the following advice in response:

1. The agreements follow a form accepted by this office in other similar transactions, such that my comments are limited.
2. Attached are marked pages of the Lorraine Corners Agreement reflecting my changes. Most of these changes are intended for clarity and consistency. I have no suggested changes to the Hide-Away Agreement.
3. In marked paragraph 4 of the Lorraine Corners Agreement, the subheading of the Land Use Development Code "1001.6.A.1" should be revised to "1001.6" in order to ensure compliance with this section in the entirety.

Subject to the inclusion of my suggested changes, and the resolution of the issues described above, I have no objection from a legal standpoint to the agreements being scheduled for consideration and approval by the Board.

This concludes my responses to the RLSs.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org