

December 12, 2017 - Regular Meeting
Agenda Item #41

Subject

LDA-09-04(R4) - Third Amendment to the Amended and Restated Local Development Agreement for Summerwoods - DTS20170565 - Quasi-Judicial - Clarke Davis

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Presenter:

Clarke Davis, Transportation Planning Manager
941-708-7450 ext. 7272

Contact:

Lisa Barrett, Planning Manager, 941-748-4501 ext. 6884
Bobbi Roy, Planning Coordinator, 941-748-4501 ext. 6878

Action Requested

RECOMMENDED MOTION:

Based on evidence presented and finding the request to be CONSISTENT with the Manatee County Land Development Code and Manatee County Comprehensive plan, I move to approve the Third Amendment to the Amended and Restated Local Development Agreement for Summerwoods.

(Commissioner Trace)

Enabling/Regulating Authority

Section 350, Manatee County Land Development Code

Sections 163.3220-163.3243, Florida Statutes

Background Discussion

VK Summerwoods LLC has filed for a third amendment to the Amended and Restated Local Development Agreement (LDA) for Summerwoods. The 268.14 acre site is located south of Moccasin Wallow Road and west of U.S. 301 N. in Manatee County, and is zoned Planned Development Residential (PDR).

The property is approved for 562 total single-family, detached residential units.

The adopted LDA primarily addresses matters related to transportation impact mitigation, dedication of rights-of-way, duration of transportation concurrency findings, and related impact fee credit provisions.

It has been previously amended to update the number and types of dwelling units and to extend milestone

dates and criteria for commencing the project.

The applicant proposes an amendment to the LDA internal dates for consistency with legislative extensions provided for Summerwoods transportation concurrency (Certificate of Level of Service Compliance or CLOS).

The first public hearing was held on December 7, 2017.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Please forward the cost of recording to bobbi.roy@mymanatee.org and she will notify the applicant.

Please forward a copy of the recorded document to bobbi.roy@mymanatee.org.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [LDA-09-04\(R4\) Summerwoods Amend3 Proposed.pdf](#)

Attachment: [LDA-09-04\(R4\) Summerwoods Maps.pdf](#)

Attachment: [LDA-09-04\(R3\) Summerwoods Amend2 Adopted.pdf](#)

Attachment: [LDA-09-04\(R2\) Summerwoods Amend1 Adopted.pdf](#)

Attachment: [LDA-09-04\(R\) Summerwoods Adopted.pdf](#)

Attachment: [LDA-04-09\(R4\) CAO Review RLS-2017-0571.pdf](#)

Attachment: [Newspaper Advertising.pdf](#)

Attachment: [Affidavit of Publishing - Sarasota Herald Line - 12-7 and 12-2017 BCC.pdf](#)

Recording Fees: \$ _____
Documentary Stamps: \$0.00

This instrument prepared by and return to:

William W. Merrill, III



2033 Main Street, Suite 600
Sarasota, Florida 34237
Tel: (941) 366-8100
Fax: (941) 366-6384

**THIRD AMENDMENT TO SUMMERWOODS AMENDED AND
RESTATED LOCAL DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO SUMMERWOODS AMENDED AND RESTATED LOCAL DEVELOPMENT AGREEMENT (“THIRD AMENDMENT”) is made and entered into this ____ day 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 (the “County”) and **VK SUMMERWOODS LLC**, a Florida limited liability company, whose address is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 (the “**Applicant**”).

WITNESSETH:

WHEREAS, County and Applicant’s predecessor in title are parties to that certain Summerwoods Amended and Restated Local Development Agreement, dated April 24, 2012, as recorded in OR Book 2417, Page 6603, of the Public Records of Manatee County, Florida (the “**LDA**”), which LDA concerns a 268.14± acre parcel of real property located in Manatee County and generally bounded by Moccasin-Wallow Road to the north, 115th Avenue East to the east, Buffalo Canal to the south, and Sawgrass Road (future) to the west (the “**Project Site**”); and

WHEREAS, the LDA was amended by that certain First Amendment to Summerwoods Amended and Restated Local Development Agreement, dated September 4, 2014, as recorded in OR Book 2536, Page 3028, of the Public Records of Manatee County, Florida (the “**First Amendment**”); and

WHEREAS, the LDA was amended by that certain Second Amendment To Summerwoods Amended and Restated Local Development Agreement, dated June 21, 2016, as recorded in Instrument No. 20164101137, OR Book 2626, Page 541, of the Public Records of Manatee County, Florida (the “**Second Amendment**”); and

WHEREAS, the parties desire to further amend the LDA to delete paragraph 9 of the LDA and replace it with a new paragraph 9 to reflect extension of the CLOS expiration date pursuant to §252.363, F.S., as more fully set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, 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. **Extended CLOS.** Paragraph 9 of the LDA, as amended, is hereby deleted and replaced by the following new Paragraph 9 to reflect extension of the CLOS pursuant to 252.363, F.S. (tolling and extension of permits Hurricane Matthew – Executive Orders 16-230, 16-274, 17-16, and 17-67) (confirmed by Manatee County letter dated July 7, 2017, from Susan Barfield to John Neal):

Extended CLOS. Applicant and County agree to the extension of each CLOS as set forth in paragraph 8 hereof to February 28, 2019 by payment from Applicant to County of the collective sum of Two Hundred Twelve Thousand Five Hundred and Sixty Seven Dollars (\$212,567), which sum is the prorated amount due for an annual extension calculated at the rate of One Hundred Dollars (\$100) per unit per year. Such sum shall be payable partially by waiver of the impact fee credits awarded in paragraph 7 of this Development Agreement, with the balance payable in cash to County within sixty (60) days of the Effective Date of this Development Agreement. Provided that Applicant has recorded a record plat for not less than one hundred and sixty eight (168) residential units within the Project Site prior to February 28, 2019, the Applicant may extend the maturity date of the CLOS on a one time basis for up to an additional five (5) years by paying the County an extension fee or as otherwise permitted by law. The “Extension Fee” shall be (i) due and payable within sixty (60) days of the then existing CLOS expiration date (i.e., February 28, 2019), and (ii) calculated at the rate of One Hundred Dollars (\$100) for each unplatted single family unit per year of extension, but not in excess of five (5) years. The right to obtain an extension of the CLOS shall be conditioned upon the Applicant complying with the terms of this Development Agreement, and providing the County written notice of the requested extension, a statement as to the number of single family residential units for which the extension is requested, and timely payment of the Extension Fee. Any CLOS not properly extended as permitted herein shall terminate at its then date of expiration.

3. **Recording of this Third Amendment.** The Clerk of the Circuit Court of Manatee County, as Clerk to the Board of County Commissioners (the “Clerk”) shall record this Third Amendment in the Public Records of Manatee County, Florida, no later than fourteen (14) days after the execution by all parties. Applicant shall bear the expense of recording this Third Amendment.

4. **Conflict.** In the event of any conflict between the terms, provisions and conditions of this Third Amendment and the LDA, the First Amendment or the Second Amendment, the terms, provisions and conditions of this Third Amendment shall control.

5. **Effective Date.** This Third Amendment shall become effective immediately upon the occurrence of all the following:

- (a) The recordation of a fully executed original of this Third Amendment in the public records of Manatee County, Florida, as provided in Paragraph 3 hereof; and
- (b) The expiration of any and all appeal periods for any challenge to the approval of this Third Amendment.

6. **No Other Amendment.** Except as provided for in this Third Amendment, all other provisions of the LDA as amended by the First Amendment and the Second Amendment shall be unaffected by this Third Amendment, and shall remain in full force and effect.

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

ATTEST: ANGELINA COLONNESO
Clerk of the Circuit Court
and Comptroller

By: _____
Deputy Clerk

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Chairperson

Date: _____

{THIS SPACE INTENTIONALLY LEFT BLANK}

{*ADDITIONAL SIGNATURES COMMENCE ON FOLLOWING PAGE*}
{*ATTACHED TO THE THIRD AMENDMENT TO SUMMERWOODS AMENDED
AND RESTATED LOCAL DEVELOPMENT AGREEMENT*}

Signed, sealed, and delivered in the presence
of:

VK SUMMERWOODS LLC, a Florida
limited liability

Witness

By: **VK JV2 LLC**, a _____ limited
liability company

Printed Name

By: _____

Witness

Print Name: James P. Harvey

Printed Name

Title: Vice President

Date: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

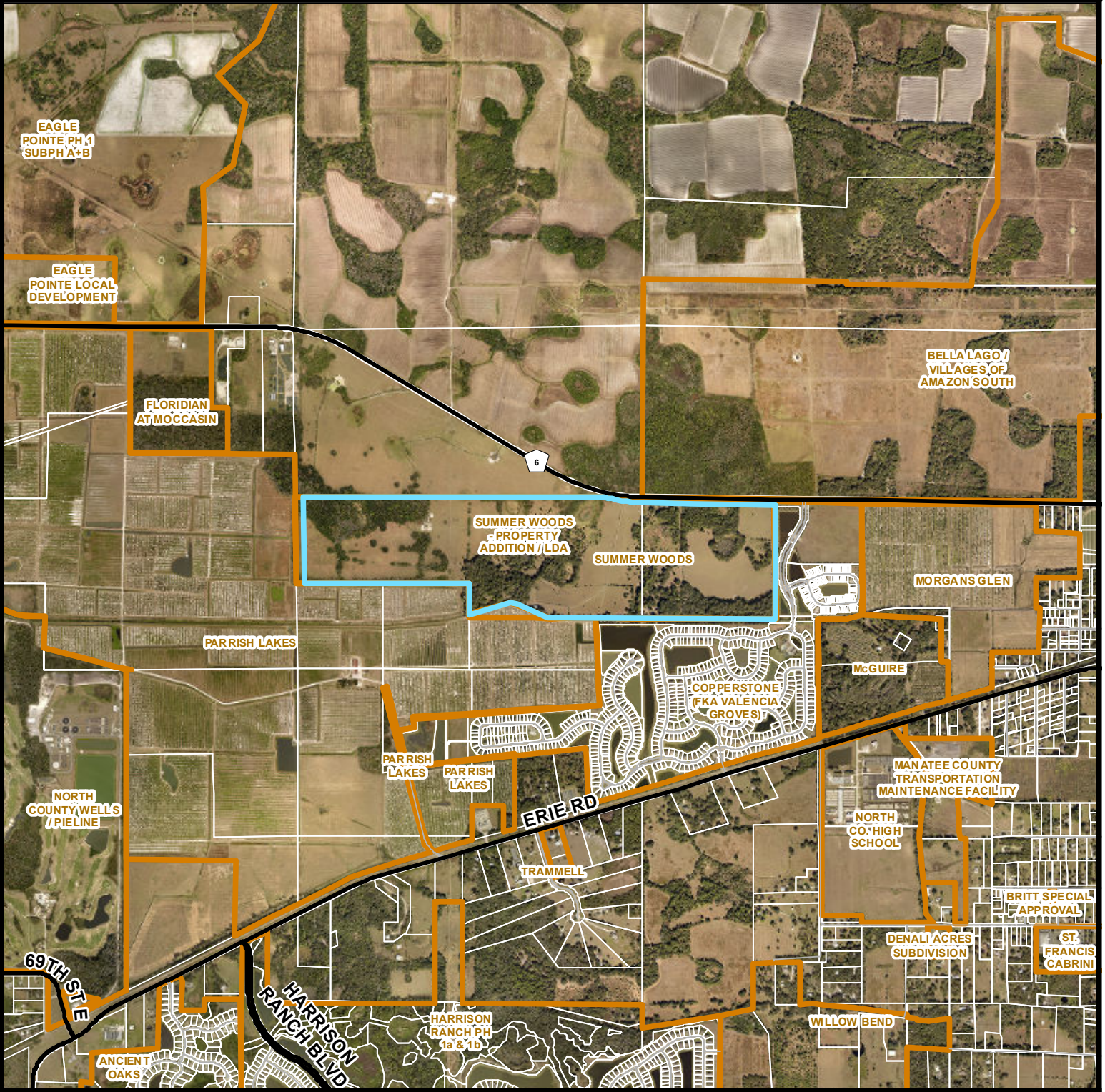
The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by James P. Harvey as Vice President of **VK JV2 LLC**, which is the Manager of **VK SUMMERWOODS LLC**, on behalf of the said companies. He is personally known to me or has produced _____ as identification, and did not take an oath.

Signature of Notary

Print Name of Notary

Notary Stamp

AERIAL



Parcel ID #(s) 401600002,651800005

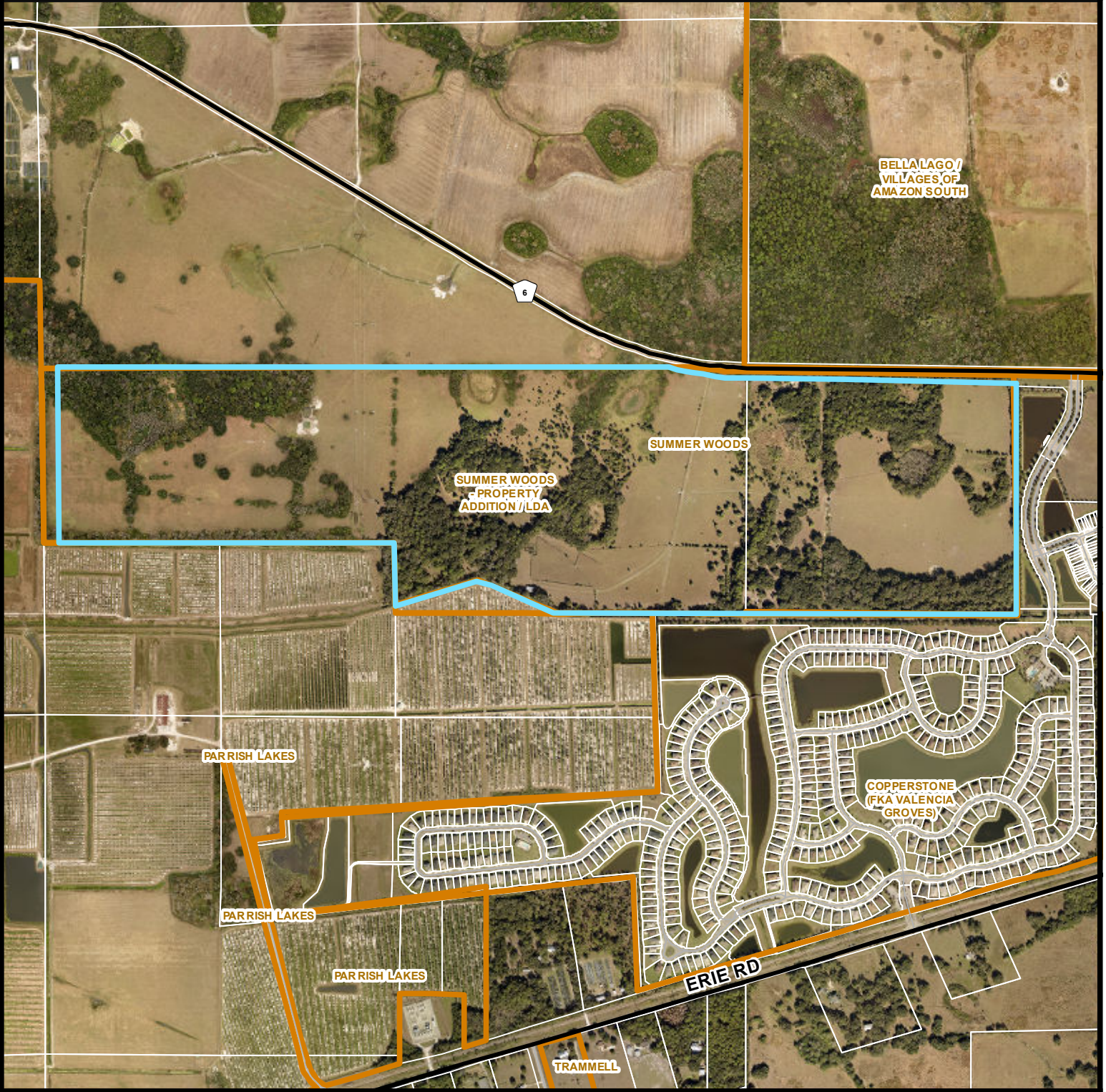
Project Name: Summer Woods
 Project #: LDA-09-04(R4)
 DTS#: 20170565
 Proposed Use: Residential

S/T/R: Sec 19,24 Twn 33S Rng 19E,18E
 Acreage: 263.47
 Existing Zoning: PDR
 Existing FLU: UF-3
 Overlays: NCO
 Special Areas: NONE

CHH: NONE
 Watershed: NONE
 Drainage Basin: BUFFALO CREEK
 Commissioner: Priscilla Whisenant Trace

Manatee County
 Staff Report Map
 Map Prepared 11/22/2017
 1 inch = 2,091 feet

AERIAL



Parcel ID #(s) 401600002,651800005

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CHH: NONE
Watershed: NONE
Drainage Basin: BUFFALO CREEK
Commissioner: Priscilla Whisenant Trace

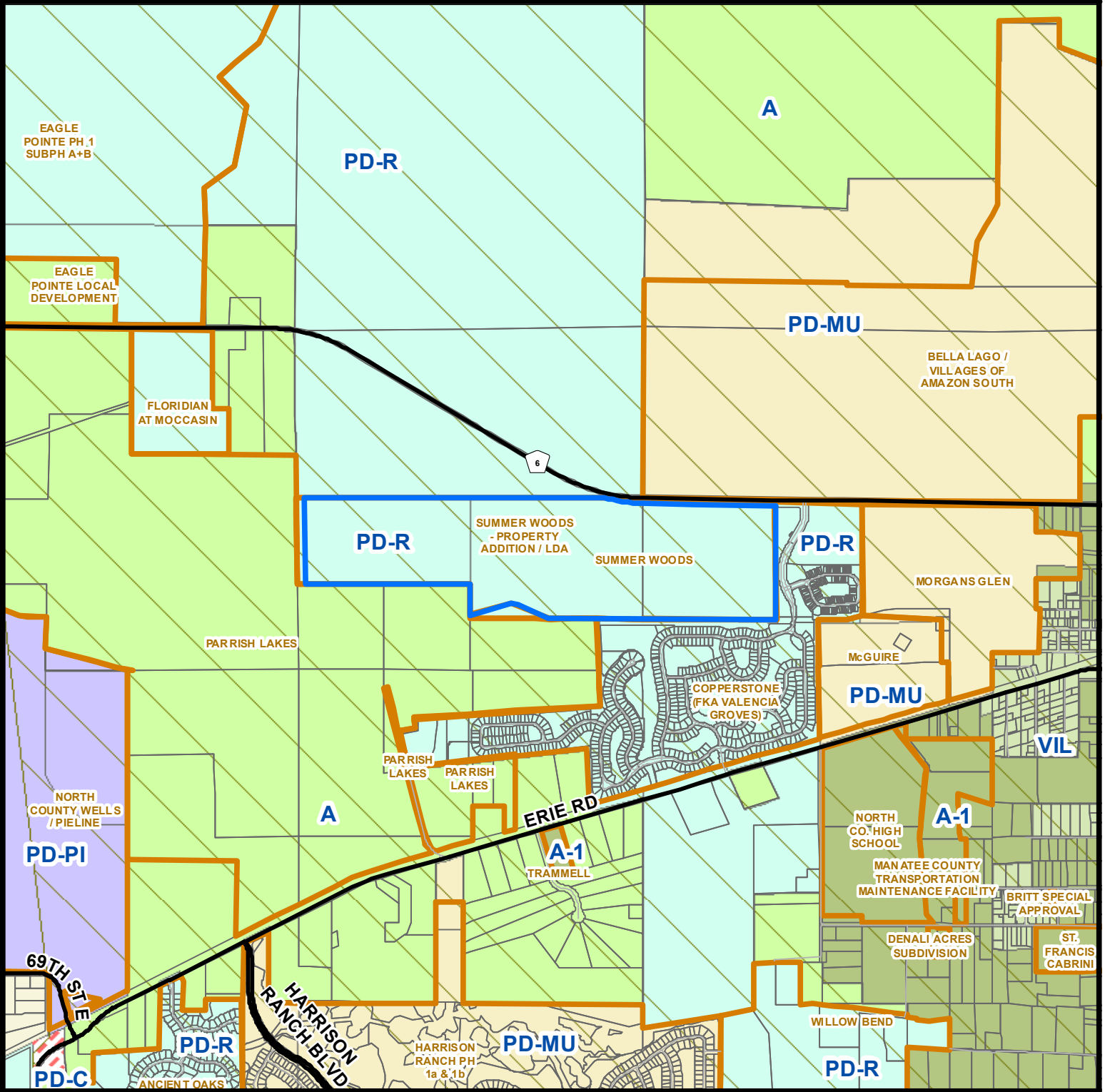


Manatee County
Staff Report Map

Map Prepared 11/22/2017

1 inch = 1,031 feet

ZONING




Parcel ID #(s) 401600002,651800005

Project Name: Summer Woods
 Project #: LDA-09-04(R4)
 DTS#: 20170565
 Proposed Use: Residential

S/T/R: Sec 19,24 Twn 33S Rng 19E,18E
 Acreage: 263.47
 Existing Zoning: PDR
 Existing FLU: UF-3
 Overlays: NCO
 Special Areas: NONE

CHH: NONE
 Watershed: NONE
 Drainage Basin: BUFFALO CREEK
 Commissioner: Priscilla Whisenant Trace

Legend

 North Central Overlay



Manatee County
 Staff Report Map

Map Prepared 11/22/2017

1 inch = 2,091 feet

SECOND AMENDMENT TO SUMMERWOODS AMENDED AND RESTATED LOCAL DEVELOPMENT AGREEMENT

This **SECOND AMENDMENT TO SUMMERWOODS AMENDED AND RESTATED LOCAL DEVELOPMENT AGREEMENT** ("Second Amendment") is made and entered into this 21st day of June, 2016, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (the "County") and **GULF LAND INVESTMENTS, LLC**, a Florida limited liability company (as to an undivided fifty percent interest), **SHORE ROAD, LLC**, a Florida limited liability company (as to an undivided twenty five percent interest), and **HANOVER REAL ESTATE GROUP, LLC**, (as to an undivided twenty five percent interest), as Tenants In Common, whose address is 5800 Lakewood Ranch Blvd, Sarasota, Florida 34240 (the "Applicant").

WITNESSETH:

WHEREAS, County and Applicant's predecessor in title are parties to that certain Summerwoods Amended and Restated Local Development Agreement, dated April 24, 2012, as recorded in OR Book 2417, Page 6603, of the Public Records of Manatee County, Florida (the "LDA"), which LDA concerns a 268.14± acre parcel of real property located in Manatee County and generally bounded by Moccasin-Wallow Road to the north, 115th Avenue East to the east, Buffalo Canal to the south, and Sawgrass Road (future) to the west (the "Project Site"); and

WHEREAS, the LDA was amended by that certain First Amendment To Summerwoods Amended and Restated Local Development Agreement, dated September 4, 2014, as recorded in OR Book 2536, Page 3028, of the Public Records of Manatee County, Florida (the "First Amendment"); and

WHEREAS, the parties desire to further amend the LDA to (i) confirm the date for payment of Applicant's fair share contribution, and (ii) redefine the intended first phase of the Project Site, all as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, 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. **Fair Share Contribution.** The fair share contribution set forth in Paragraph 6 (B) of the LDA shall be paid in cash prior to April 29, 2016 [completed].
3. **First Phase of the Project Site.** The words "two hundred eight one (281)" set forth in Paragraph 9 of the LDA shall be **changed to "one hundred sixty eight (168)"**.
4. **Recording of this Second Amendment.** The Clerk of the Circuit Court of Manatee County, as Clerk to the Board of County Commissioners (the "Clerk") shall record this Second Amendment in the Public Records of Manatee County, Florida, no later than fourteen

(14) days after the execution by all parties. Applicant shall bear the expense of recording this Second Amendment.

5. **Conflict.** In the event of any conflict between the terms, provisions and conditions of this Second Amendment and the LDA or the First Amendment, the terms, provisions and conditions of this Second Amendment shall control.

6. **Effective Date.** This Second Amendment shall become effective immediately upon the occurrence of all the following:

(A) The recordation of a fully executed original of this Second Amendment in the public records of Manatee County, Florida, as provided in Paragraph 4 hereof; and

(B) The expiration of any and all appeal periods for any challenge to the approval of this Second Amendment.

7. **No Other Amendment.** All other provisions of the LDA and the First Amendment shall be unaffected by this Second Amendment, and shall remain in full force and effect.

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



MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: [Signature]
Chairman

ATTEST: ANGELINA COLONNESA
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

Date: 6/21/16

GULF LAND INVESTMENTS, LLC
a Florida Limited Liability Company

By: [Signature]

Name: JOHN NEAL

Title: MANAGER

Date: 5/17/16

WITNESSES:

[Signature]
Signature

Ivory Crofoot
Print Name

[Signature]
Signature

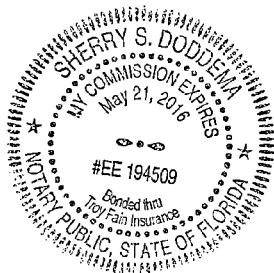
Sury Karasa
Print Name

STATE OF FLORIDA
COUNTY OF MANATEE *Sarasota*

The foregoing instrument was acknowledged before me this 17th day of May, 2016, by John Neal as Managing Member of **GULF LAND INVESTMENTS, LLC**, on behalf of the Limited Liability Company. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

[Signature]
Notary Public, State of Florida
Print Name: SHERRY S. DODDEMA

(Seal)



SHORE ROAD, LLC, LLC
a Florida Limited Liability Company

By: *James R. Schier*

Name: James R. Schier

Title: Manager

Date: 5/17/16

WITNESSES:

Alony Crofoot
Signature

IVONY Crofoot
Print Name

Sum Karas
Signature

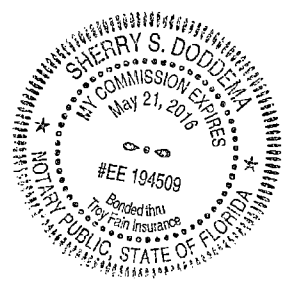
SUM KARAS
Print Name

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~ Sarasota

The foregoing instrument was acknowledged before me this 17th day of May, 2016, by James R. Schier as Managing Member of **SHORE ROAD, LLC, LLC**, on behalf of the Limited Liability Company. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

Sherry S. Dodema
Notary Public, State of Florida
Print Name: SHERRY S. DODDEMA

(Seal)



**HANOVER REAL ESTATE GROUP,
LLC, a Florida Limited Liability Company**

By: *[Signature]*

Name: Michael P. Neal

Title: Manager

Date: May 17, 2016

WITNESSES:

[Signature]
Signature

Ivory Crofoot
Print Name

[Signature]
Signature

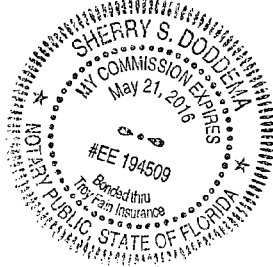
Sury Kanase
Print Name

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~ Sarasota

The foregoing instrument was acknowledged before me this 17th day of May, 2016, by Michael P. Neal as Managing Member of **HANOVER REAL ESTATE GROUP, LLC**, on behalf of the Limited Liability Company. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

[Signature]
Notary Public, State of Florida
Print Name: SHERRY S. DODDEMA

(Seal)



FIRST AMENDMENT TO SUMMERWOODS AMENDED AND RESTATED LOCAL DEVELOPMENT AGREEMENT

This **FIRST AMENDMENT TO SUMMERWOODS AMENDED AND RESTATED LOCAL DEVELOPMENT AGREEMENT** ("First Amendment") is made and entered into this 4th day of September, 2014, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (the "County") and **GULF LAND INVESTMENTS, LLC**, a Florida limited liability company (as to an undivided fifty percent interest), **SHORE ROAD, LLC**, a Florida limited liability company (as to an undivided twenty five percent interest), and **HANOVER REAL ESTATE GROUP, LLC**, (as to an undivided twenty five percent interest), as Tenants In Common, whose address is 5800 Lakewood Ranch Blvd, Sarasota, Florida 34240 (the "Applicant").

WITNESSETH:

WHEREAS, County and Applicant's predecessor in title are parties to that certain Summerwoods Amended and Restated Local Development Agreement, dated April 24, 2012, as recorded in OR Book 2417, Page 6603, of the Public Records of Manatee County, Florida (the "LDA"), which LDA concerns a 268.14± acre parcel of real property located in Manatee County and generally bounded by Moccasin-Wallow Road to the north, 115th Avenue East to the east, Buffalo Canal to the south, and Sawgrass Road (future) to the west (the "Project Site"), the complete legal description for which is attached hereto as Exhibit "A"; and

WHEREAS, the Applicant has applied for an amended preliminary site plan approval from Manatee County pursuant to Application No. PDR-14-14 (P), to allow single family residential units, single family detached residential units, and single family semi-detached residential units to be constructed on the Project Site (the "Project"), and

WHEREAS, the parties desire to amend the LDA to make certain that it remains consistent with the preliminary site plan approved pursuant to Application No. PDR-14-14 (P), all as more fully set forth herein;

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

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

2. **Identification of Approval Ordinance.** The Manatee County Ordinance to which this LDA shall apply is now known as, and shall be known as PDR-14-14 (P).

3. **Description of Development Uses.** The first sentence of Paragraph 2 of the LDA is hereby amended and restated in its entirety to read as follows:

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

* Five Hundred Sixty Two (562) single family residential units, single family detached residential units, and single family semi-detached residential units.”

4. **Recording of this First Amendment.** The Clerk of the Circuit Court of Manatee County, as Clerk to the Board of County Commissioners (the “Clerk”) shall record this First Amendment in the Public Records of Manatee County, Florida, no later than fourteen (14) days after the execution by all parties. Applicant shall bear the expense of recording this First Amendment.

5. **Conflict.** In the event of any conflict between the terms, provisions and conditions of this First Amendment or the LDA, the terms, provisions and conditions of this First Amendment shall control.

6. **Effective Date.** This First Amendment shall become effective immediately upon the occurrence of all the following:

(A) Adoption and approval of the amended preliminary site plan by the Board of County Commissioners;

(B) The recordation of a fully executed original of this First Amendment in the public records of Manatee County, Florida, as provided in Paragraph 4 hereof; and

(C) The expiration of any and all appeal periods for any challenge to the approval of the preliminary site plan or this First Amendment.

7. **No Other Amendment.** All other provisions of the LDA shall be unaffected by this First Amendment, and shall remain in full force and effect.

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



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

By: [Signature]
Deputy Clerk

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: [Signature: Larry Bustle]
Chairman

Date: 9/4/14

GULF LAND INVESTMENTS, LLC
a Florida Limited Liability Company

By: *James R. Schier*
Name: JAMES R. SCHIER

Title: Manager

Date: 8/12/14

WITNESSES:

Patricia Wrenn
Signature

Patricia Wrenn
Print Name

Sandra Bratton
Signature

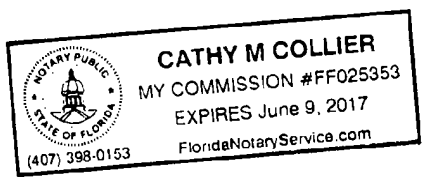
SANDRA BRATTON
Print Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 12th day of August, 2014, by JAMES R. SCHIER as Manager of **GULF LAND INVESTMENTS, LLC**, on behalf of the Limited Liability Company. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

Cathy M. Collier
Notary Public, State of Florida
Print Name: _____

(Seal)



SHORE ROAD, LLC, LLC
a Florida Limited Liability Company

By: *James R. Schier*

Name: JAMES R. SCHIER

Title: Manager

Date: 8/12/14

WITNESSES:

Patricia Wrenn
Signature

Patricia Wrenn
Print Name

Sandra Bratton
Signature

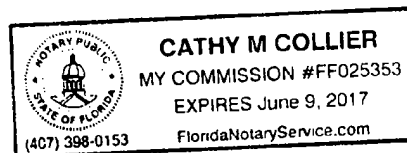
SANDRA BRATTON
Print Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 12th day of August, 2014, by JAMES R. SCHIER as Manager of **SHORE ROAD, LLC, LLC**, on behalf of the Limited Liability Company. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

Cathy M. Collier
Notary Public, State of Florida
Print Name: _____

(Seal)



**HANOVER REAL ESTATE GROUP,
LLC, a Florida Limited Liability Company**

By: *James R. Schier*

Name: JAMES R. SCHIER

Title: Manager

Date: 8/12/14

WITNESSES:

Patricia Wrenn
Signature

Patricia Wrenn
Print Name

Sandra Bratton
Signature

SANDRA BRATTON
Print Name

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 12th day of August, 2014, by JAMES R. SCHIER as Manager of **HANOVER REAL ESTATE GROUP, LLC**, on behalf of the Limited Liability Company. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

(Seal)

Cathy M. Collier
Notary Public, State of Florida
Print Name: _____

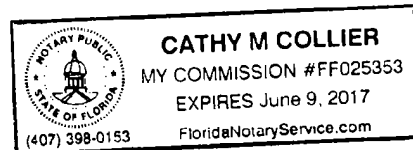


EXHIBIT A

DESCRIPTION (FROM OFFICIAL RECORDS BOOK 1746, PAGE 5246):

PARCEL A: THE N 1/2 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

PARCEL B: THAT PORTION OF THE SE 1/4 OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 18 EAST, LYING NORTH OF THE CENTER LINE OF THE BUFFALO CANAL, MANATEE COUNTY, FLORIDA.

PARCEL C: BEGIN AT THE NW CORNER OF THE SW 1/4 OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE SOUTH 89°25'15" EAST ALONG THE NORTH LINE OF SAID SW 1/4 A DISTANCE OF 2002.87 FEET; THENCE SOUTH 00°36'15" EAST 1815.0 FEET TO THE CENTER OF THE BUFFALO CANAL; THENCE WESTERLY ALONG THE CENTER OF SAID BUFFALO CANAL A DISTANCE OF 2025.94 FEET TO THE WEST LINE OF SAID SECTION 19; THENCE NORTH 00°07'30" EAST 1852.9 FEET TO THE POINT OF BEGINNING. LESS 35 FEET FOR ROAD RIGHT-OF-WAY OFF NORTH.

ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

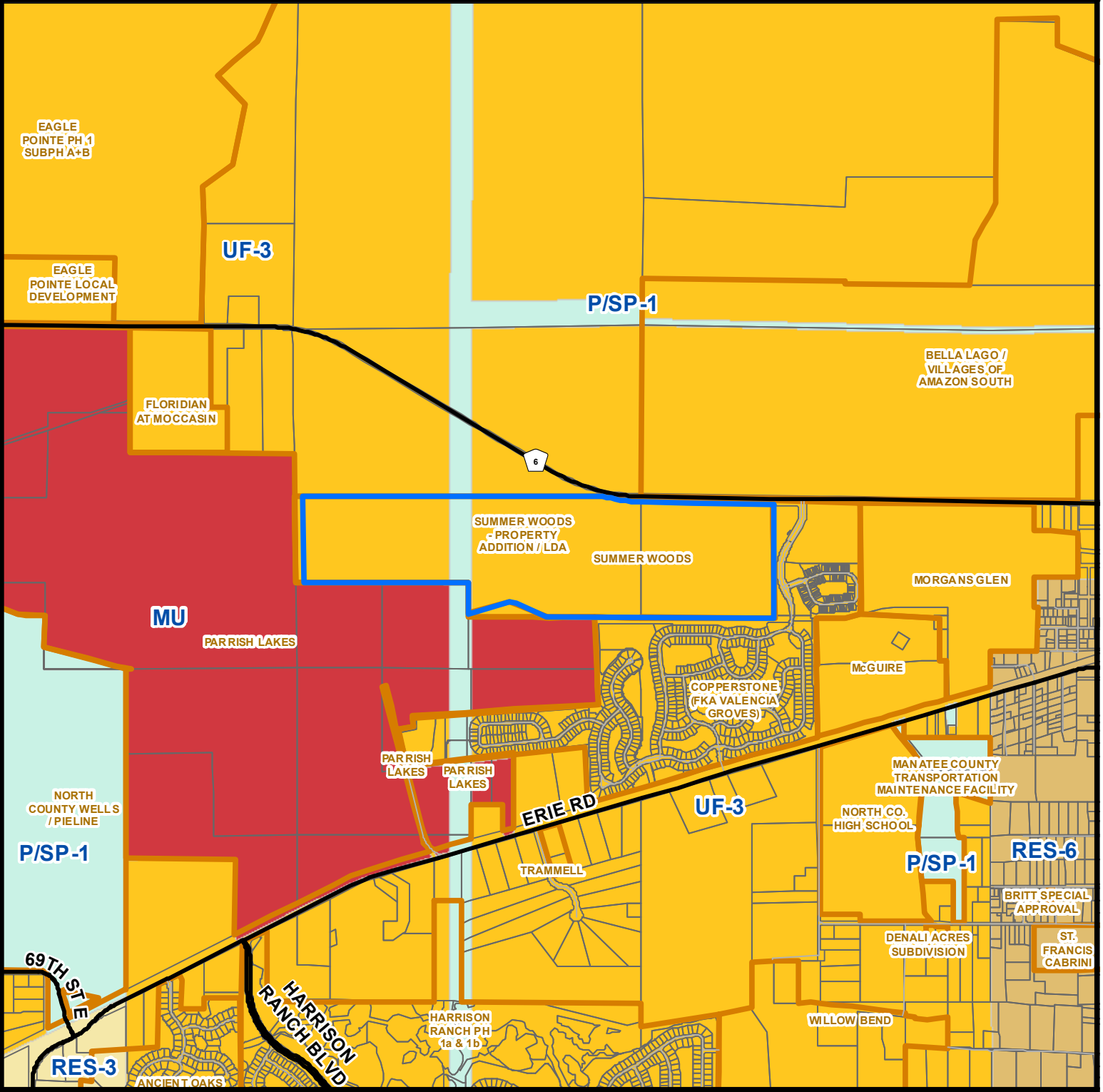
A tract lying in Section 19, Township 33 South, Range 19 East and Section 24, Township 33 South, Range 18 East, Manatee County, Florida and described as follows:

Commence at the Northwest corner of Section 24, Township 33 South, Range 18 East; thence S.00°10'10"W., along the East line of the Northwest 1/4 of said Section 24, a distance of 2,569.32 feet to the Northwest corner of the Southwest 1/4 of said Section 24 for the POINT OF BEGINNING; thence S.89°49'01"E., along the monumented North line of the Southwest 1/4 of said Section 24, a distance of 2,586.23 feet to the Northeast corner of the Southwest 1/4 of said Section 24; thence S.89°43'08"E., along the monumented North line of the Southeast 1/4 of said Section 24, a distance of 2,245.61 feet to the south maintained right-of-way line of Moccasin Wallow Road as recorded in Road Plat Book 4, Page 153 through 210, Affidavits Recorded in Official Record Book 818, Pages 218 and 219 both of the Public Records of Manatee County, Florida, said point also being the beginning of a non-tangent curve to the left, of which the radius point lies N.09°09'17"E., a radial distance of 2,939.48 feet; (the following three calls are along said south maintained right-of-way line of Moccasin Wallow Road): (1) thence easterly along the arc of said curve, through a central angle of 07°56'32", an arc length of 407.46 feet to the end of said curve; (2) thence S.88°59'55"E., along a line not tangent to the previously described curve, a distance of 971.38 feet; (3) thence S.89°19'43"E., a distance of 1,032.04 feet to the westerly line of the tract of land described in Official Record Book 1903, Page 7711 of said public records; thence S.00°10'56"E., along said westerly line, a distance of 1,784.27 feet to the center line of Buffalo Canal as shown on a survey by Leo Mills & Associates, Inc., Job Number C1594, Drawing Number 23#36, dated April 24, 2002 and revised May 9, 2002 and annexed hereto as Attachment 1; (the following eight calls are along said center line of Buffalo Canal); (1) thence

S.89°51'55"W., a distance of 2,025.93 feet; (2) thence S.89°51'16"W., a distance of 1,344.47 feet; (3) thence N.66°04'29"W., a distance of 163.62 feet; (4) thence N.64°42'30"W., a distance of 265.13 feet; (5) thence N.68°25'30"W., a distance of 255.56 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.10°49'22"W., a radial distance of 185.19 feet; (6) thence westerly along the arc of said curve, through a central angle of 36°54'51", an arc length of 119.31 feet to the end of said curve; (7) thence S.74°33'11"W., along a line not tangent to the previously described curve, a distance of 575.06 feet; (8) thence S.82°07'08"W., a distance of 13.56 feet to the monumented West line of the Southeast 1/4 of Section 24, Township 33 South, Range 18 East; thence N.00°41'31"E., along said West line of the Northwest 1/4 of the Southeast 1/4 of Section 24, a distance of 458.34 feet to the South line of the North 1/2 of the Southwest 1/4 of said Section 24; thence N.89°09'00"W., along said South line, a distance of 2,585.90 feet to the West line of the Southwest 1/4 of said Section 24; thence N.00°40'52"E., along said West line, a distance of 1,277.99 feet to the POINT OF BEGINNING.

Said tract contains 11,680,326 square feet or 268.1434 acres, more or less.

FUTURE LAND USE



Parcel ID #(s) 401600002,651800005

Project Name: Summer Woods
 Project #: LDA-09-04(R4)
 DTS#: 20170565
 Proposed Use: Residential

S/T/R: Sec 19,24 Twn 33S Rng 19E,18E
 Acreage: 263.47
 Existing Zoning: PDR
 Existing FLU: UF-3
 Overlays: NCO
 Special Areas: NONE

CHH: NONE
 Watershed: NONE
 Drainage Basin: BUFFALO CREEK
 Commissioner: Priscilla Whisenant Trace

Manatee County
 Staff Report Map
 Map Prepared 11/22/2017
 1 inch = 2,091 feet

SUMMERWOODS

AMENDED AND RESTATED LOCAL DEVELOPMENT AGREEMENT

This **AMENDED AND RESTATED LOCAL DEVELOPMENT AGREEMENT** ("Development Agreement") is made and entered into this 24 day of APRIL, 2017,² by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (the "County") and **CLAUDE YOUNG and CYNTHIA YOUNG**, Husband and Wife, whose address is c/o 8210 Lakewood Ranch Blvd, Bradenton, Florida 34202, (the "Applicant").

WITNESSETH:

WHEREAS, Applicant holds legal title to a 268.14± acre parcel of real property located in Manatee County and generally bounded by Moccasin-Wallow to the north, 115th Avenue East to the east, Buffalo Canal to the south, and Sawgrass Road (future) to the west (the "Project Site"), the complete legal description for which is attached hereto as Exhibit "A"; and

WHEREAS, the parties previously executed and delivered a Local Development Agreement, dated October 1, 2009 and recorded in OR Book 2315, Page 2573 of the Public Records of Manatee County, Florida, concerning the development of 302 single family residential units on a portion of the Project Site, (the "Original Development Agreement"), and

WHEREAS, on June 21, 2010, Applicant received zoning and preliminary site plan approval from Manatee County pursuant to Ordinance No. PDR-09 (Z) (P) to allow the development of a total of 562 single family residential units to be constructed on the Project Site (the "Project"); and

WHEREAS, the Project **now includes the 302** single family residential units approved as part of the Original Development Agreement and an additional 260 single family residential units approved as part of the Project for a total of **562 single family residential units; and**

WHEREAS, the Applicant intends to dedicate or convey certain additional lands and, by such conveyances, to make a proportionate share contribution to the construction of certain improvements to the public facilities in the vicinity of the Project Site, all such lands and improvements intended to serve the needs of and address the impacts created by the Project (the "Improvements"); and

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

WHEREAS, Section 163.3180, Florida Statutes, requires that public facilities and services needed to support new development shall be available concurrent with the impact of such new development; and

WHEREAS, in support of its desire to obtain an extended Certificate of Level of Service Compliance (a "CLOS") for the Project, Applicant intends to make certain payments and undertake certain actions as hereinafter specified, and guarantee the performance of same in an enforceable Development Agreement as authorized by Sections 163.3220 through 163.3246, Florida Statutes; and

WHEREAS, the County has made a determination that a CLOS for the Project can be issued and later extended since the Project will not result in a reduction of the level of service standards adopted by the Comprehensive Plan of Manatee County (the "Comprehensive Plan") for solid waste, stormwater, law enforcement, public safety, and parks (with public school facilities, potable water and sanitary sewer deferred to the time of final site plan application); and

WHEREAS, the County has made a determination that a CLOS for transportation cannot be issued for the Project unless certain improvements, including without implied limitation dedication of real property and/or a proportionate share contribution to the construction of facilities, occur in the vicinity of the Project Site as more fully specified herein; and

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

WHEREAS, in accordance with the applicable Florida Statutes and Section 510.9.2.1.1 of the LDC, the County is authorized to issue a CLOS for a term greater than three (3) years subject to the required public facilities and services being guaranteed in a Development Agreement; and

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

WHEREAS, certain of the Improvements to be constructed or dedicated or participated in by Applicant create additional capacity above that required by the Project for concurrency purposes and are therefore eligible for partial impact fee credits pursuant to Chapter 8 of the LDC; and

WHEREAS, the satisfaction of road concurrency obligations through proportionate share mitigation and the issuance of an extended CLOS for the Project are appropriate in this instance because the list of remaining concurrency improvements is relatively small, and some of the remaining concurrency improvements will not be needed until a substantially later date; and

WHEREAS, the County intends to grant to Applicant impact fee credits (excluding potable water and wastewater facility investment fees and public school facilities) for the design, permitting, construction, and/or dedication of such Improvements in such amounts as are authorized by the County's impact fee ordinance, as permitted herein; and

WHEREAS, the first of two required public hearings on this Development Agreement was held by the Planning Commission on July 14, 2011, at which time the Planning Commission has reviewed this Development Agreement, has received the

recommendation of the Planning staff, and has found the Development Agreement to be consistent with the Manatee County Comprehensive Plan; and

WHEREAS, the second required public hearing on this Development Agreement was held by the Board of County Commissioners (the "Board") on SEPT 1, 2011, at which time the Board approved this Development Agreement and authorized the Chairman to execute the Development Agreement on behalf of Manatee County.

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

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

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

- Five Hundred Sixty Two (562) single family residential units.

The maximum permitted height of any structure within the Project Site is thirty-five (35) feet for residential or commercial uses, measured pursuant to the applicable provisions of the LDC pertaining to maximum height of structures. The Project Site is located within the Planned Development Residential Zoning District. The Project Site is within the UF-3 Future Land Use Classification of the Comprehensive Plan.

3. **Ownership of Land Subject to Development Agreement.** A legal description of the land subject to this Development Agreement (i.e., the Project Site, the 268.14 ± acre parcel of real property) is attached hereto as Exhibit "A". The current legal owner of the Project Site is **CLAUDE YOUNG and CYNTHIA YOUNG, Husband and Wife.**

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

(A) “Concurrency Requirements”: shall mean the dedication or conveyance of lands for public purposes and/or the design and construction of improvements to public facilities (and the payment of proportionate share mitigation in connection therewith) that the Applicant must provide to meet the concurrency requirements of the Land Development Code.

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

(C) “Traffic Study”: shall mean the Traffic Study entitled “Summerwoods Traffic Study” prepared by Wilson Miller, Inc., and dated and certified as of April, 2010, a copy of which is attached hereto and incorporated by reference as Exhibit “B”.

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

(A) Potable Water: The County will provide potable water to the Project Site in sufficient quantity to serve the Project, as and when actually constructed, via transmission lines and related facilities to be constructed by the Applicant, except to the extent otherwise agreed by County in a writing approved by the Board of County Commissioners.

(B) Sanitary Sewer: The County will provide sanitary sewer service to the Project Site in sufficient quantity to serve the Project, as and when actually constructed, via transmission lines and related facilities to be constructed by the Applicant, except to the extent otherwise agreed by County in a writing approved by the Board of County Commissioners.

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

(D) Recreation/Open Space: With the Applicant’s dedication of acreage and construction of related facilities as set forth in the approved preliminary site plan and the final site plan to be later approved, the Project will meet concurrency requirements for recreation/open space and will not result in degradation of the adopted level of service.

(E) Storm Water Management: With the Applicant's design and construction of the proposed storm water management facilities on the Project Site in compliance with Section 717 of the LDC, or as otherwise approved by Manatee County sufficient to meet County development standards and SWFWMD regulations, the Project will meet concurrency requirements for storm water and will not result in degradation of the adopted level of service.

(F) Transportation: With the Applicant's dedication or conveyance of certain lands, a portion of which constitutes payment of a proportionate share contribution to the construction of certain improvements to the public facilities in the vicinity of the Project Site as described in Paragraph 6 hereof, the Project will meet concurrency requirements for transportation and will not result in degradation of the adopted level of service.

6. **Concurrency Requirements.**

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

(i) **Roads – Moccasin-Wallow Road**: As depicted on the Preliminary Site Plan for the Project, a roadway known as Moccasin-Wallow Road is planned for construction adjacent to the Project Site. Upon request from Manatee County and receipt of the required transfer documents in a form approved by Manatee County, Applicant shall dedicate land for the public right-of-way of Moccasin-Wallow Road, such that Moccasin-Wallow Road shall have a one-half right-of-way width of seventy five (75) feet. At such time the Applicant shall also convey to the County a non-exclusive access, flowage and stormwater retention easement through the stormwater retention facilities for the Project to accommodate the stormwater retention requirements for the build-out of Moccasin-Wallow Road as a 6 lane thoroughfare road.

(ii) **Roads – Sawgrass Road:** As depicted on the Preliminary Site Plan for the Project, a roadway known as Sawgrass Road is planned for construction along the western boundary of the Project Site. Upon request from Manatee County and receipt of the required transfer documents in a form approved by Manatee County, Applicant shall dedicate land for the public right-of-way of Sawgrass Road, such that Sawgrass Road shall have a right-of-way width of one hundred twenty (120) feet. At such time the Applicant shall also convey to the County a non-exclusive access, flowage and stormwater retention easement through the stormwater retention facilities for the Project to accommodate the stormwater retention requirements for the build-out of Sawgrass Road as a 4 lane divided roadway; and

(B) **Fair Share Contribution To Signalization and Turn Lanes:** Prior to the earlier of (i) recordation of the first Plat within the Project, or (ii) November 10, 2014, Applicant shall contribute in cash its fair share of (a) construction of an eastbound turn lanes at Moccasin-Wallow Road and US 301 in the amount of \$28,097; (b) the cost of signalization at Moccasin-Wallow Road and US 301 in the amount of \$43,299, and; (c) the additional cost of signalization at SR 62 and US 301 in the amount of \$39,231.

(C) **Project Entrance Improvements.** Simultaneously with development of the first phase of the Project Site, Applicant shall construct at the primary Project entrance on Moccasin-Wallow Road (a) a 505 foot eastbound right turn lane (including no storage and a 505 foot decal and taper), and (b) a 505 foot westbound left turn lane (including a 100 foot storage and a 405 foot decal and taper). Applicant shall be responsible for wetland impacts which result from such construction, if any. Solely if requested by the County due to the pending or then planned improvements to Moccasin-Wallow Road, Applicant shall defer such construction and participate with County in the improvements to Moccasin-Wallow Road by contributing the costs of such turn lane improvements to the County at the time such funds would otherwise have been expended by Applicant.

7. **Award of Impact Fee Credits.** Pursuant to and in accordance with the LDC, the Applicant shall be awarded impact fee credits in the amounts set forth below, for the following contributions:

(A) \$89,000 for right of way for Moccasin-Wallow Road described in Section 6;

(B) \$25,000 for the access, flowage and stormwater retention easement necessary for the Moccasin-Wallow Road improvements;

(C) \$35,300 for right of way for Sawgrass Road described in Section 6;

(D) \$9,000 for the access, flowage and stormwater retention easement necessary for the Sawgrass Road improvements;

(E) \$50,307 for related engineering, permitting and construction of stormwater retention facilities provided pursuant to Section 6(A) (i and ii) hereof;

The applicant shall be eligible to receive such impact fee credits upon acceptance by the County of the above items. Applicant acknowledges and agrees that the impact fee credits awarded pursuant to this Section are the only impact fee credits to be awarded for the transportation rights of way and improvements provided in connection with the Project. Such credits shall be available for use by applicant in accordance with the LDC.

8. **Existing CLOS.** The CLOS (including exclusively transportation, recreation/ open space, solid waste, and storm water) for (i) 302 single family residential units has an expiration date of November 10, 2014 in accordance with the Original Development Agreement, and (ii) 260 single family residential units has an expiration date of June 21, 2013. A CLOS for public school facilities, potable water and sanitary sewer facilities may be issued separately, subject to Applicant satisfying the requirements of the Comprehensive Plan.

9. **Extended CLOS.** Applicant and County agree to the extension of each CLOS as set forth in paragraph 8 hereof to December 31, 2017 by payment from Applicant to County of the collective sum of Two Hundred Twelve Thousand Five Hundred and Sixty Seven Dollars (\$212,567), which sum is the prorated amount due for an annual extension calculated at the rate of One Hundred Dollars (\$100) per unit per year. Such sum shall be payable partially by waiver of the impact fee credits awarded in paragraph 7 of this Development Agreement, with the

balance payable in cash to County within **sixty (60) days of the Effective Date** of this Development Agreement. Provided that Applicant has recorded a record plat for not less than two hundred eighty one **(281)** residential units within the Project Site prior to December 31, 2017, the Applicant may extend the maturity date of the **CLOS on a one time basis for up to an additional five (5) years by paying the County an extension fee,** or as otherwise permitted by law. The "Extension Fee" shall be (i) due and payable within sixty (60) days of the then existing CLOS expiration date (i.e. December 31, 2017) , and (ii) calculated at the rate of One Hundred Dollars (\$100) for each unplatted single family unit per year of extension, but not in excess of five (5) years. The right to obtain an extension of the CLOS shall be conditioned upon the Applicant complying with the terms of this Development Agreement, and providing the County written notice of the requested extension, a statement as to the number of single family residential units for which the extension is requested, and timely payment of the Extension Fee. Any CLOS not properly extended as permitted herein shall terminate at its then date of expiration.

10. **Annual Monitoring.** During the term of this Development Agreement the Applicant shall file an annual monitoring report relating to the Project Site with the County's Planning Director consistent with the requirements of Chapter 10 of the LDC. The first such report shall be filed one year from the Effective Date of this Development Agreement as defined herein.

11. **Concurrency Findings.** The Planning Commission, in its capacity as the Local Planning Agency of County, on July 14, 2011, found that the concurrency requirements of the Comprehensive Plan and LDC will be met for the Project regarding the transportation facilities and services described in Paragraph 5 provided the terms and conditions of this Agreement are undertaken and performed by Applicant.

12. **Consistency with Comprehensive Plan.** The Planning Commission, in its capacity as the Local Planning Agency of the County, on July 14, 2011, specifically found that the Project, as detailed in Ordinance No. PDR-09 (Z) (P). the Original Development Agreement and this Development Agreement, are consistent with the

Comprehensive Plan of Manatee County and the Land Development Regulations of the County provided that the Applicant performs all obligations accruing under the terms of this Development Agreement, including without implied limitation the dedication or conveyance of real property for public purposes pursuant to Paragraph 6 hereof and the payment of its proportionate share of the costs of design and construction of the turn lanes and signalization improvements identified and described in Paragraph 6 (A)(iv) hereof.

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

- Zoning application (approved);
- Preliminary Site Plan application (approved);
- One or more Final Site Plan applications;
- One or more Preliminary Plat applications;
- One or more Final Plat applications;
- One or more applications for Special Approval in accordance with the Comprehensive Plan of Manatee County;
- One or more applications for Specific Approval in accordance with the requirements of the LDC;
- One or more Access and Driveway Permits;
- One or more Construction Plan approvals;
- One or more Building Permit applications; and
- One or more Certificates of Occupancy or of Completion.

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

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

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

17. **Amendments:** All amendments to this Development Agreement, including any such amendments extending the term of the Development Agreement, shall be ineffective unless reduced to writing and executed by the County and Applicant, in accordance with Section 1002.9 of the LDC and Sections 163.3237 and 163.3229, Florida Statutes.

18. **Applicable County Ordinances and Codes:** In accordance with Section 163.3233, Florida Statutes, and Section 518 of the LDC, the codes, policies, and ordinances of the County governing the development of the Project upon the date of execution of this Development Agreement shall govern the development of the Project for the duration of this Development Agreement. Prior to the termination of this Development Agreement in accordance

with Paragraph 27 hereof, County may apply codes, policies, and ordinances adopted subsequent to the execution hereof to the Project only if County has held a public hearing and made the determinations required by the above cited Florida Statute and LDC provision.

19. **Recording of this Agreement:** The Clerk of the Circuit Court of Manatee County, as Clerk to the Board of County Commissioners (the "Clerk") shall record this Development Agreement in the Public Records of Manatee County, Florida, no later than fourteen (14) days after the execution of this Agreement by all parties. Applicant shall bear the expense of recording this Agreement. Additionally, the Clerk shall mail a recorded copy of this Agreement to the State of Florida Department of Community Affairs by certified mail, return receipt requested no later than fourteen (14) days after the recordation of this Development Agreement. The County shall record a notice in the Public Records of Manatee County to reflect the date indicated on the return receipt card to establish the date of receipt by the Department of Community Affairs.

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

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

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

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

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

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

To Applicant: Claude Young and Cynthia Young
c/o 8210 Lakewood Ranch Blvd.
Bradenton, Florida 34202
Attn: Patrick K. Neal

With a Copy to: Edward Vogler II, Esq.
Vogler Ashton, PLLC
2411 – A Manatee Avenue West
Bradenton, Florida 34205

To County: Director, Planning Department
Manatee County
P.O. Box 1000
Bradenton, FL 34206

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

County Attorney
Manatee County
P.O. Box 1000
Bradenton, FL 34206

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

26. **Effective Date.** This Agreement shall become effective immediately upon the occurrence of all the following:

(A) Adoption and approval of the zoning and preliminary site plan applications by the Board of County Commissioners;

(B) The recordation of a fully executed original of this Agreement in the public records of Manatee County, Florida, as provided in Paragraph 19 hereof;

(C) The expiration of any and all appeal periods for any challenge to the approval of the zoning and preliminary site plan applications or this Agreement; and

(D) Thirty (30) days have expired since a copy of this Agreement has been received by the State Land Planning Agency as required pursuant to Section 163.3239, Florida Statutes, and Section 518 of the LDC and as evidenced by the notice recorded pursuant to Paragraph 19 hereof.

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

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

(B) The expiration of fifteen (15) years from the effective date of this Agreement, as defined in Paragraph 26 above.

(C) The revocation of this Development Agreement by the Board in accordance with Section 163.3235, Florida Statutes, and Section 518 of the LDC.

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

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

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: [Signature]
Chairman

Date: April 24, 2012

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

By: [Signature]
Deputy Clerk



By: [Signature]
Claude Young

By: [Signature]
Cynthia Young

Date: 3/30/2012

WITNESSES:

[Signature]
Signature

JOHN NEAL
Print Name

Kay Lynn Westberry
Signature

Kay Lynn Westberry
Print Name

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2011, by Claude Young and Cynthia Young, husband and wife. He/she is personally known to me or who has produced _____ as identification and did not take an oath.

[Signature]

Notary Public, State of Florida
Print Name: JOHN NEAL

(Seal)

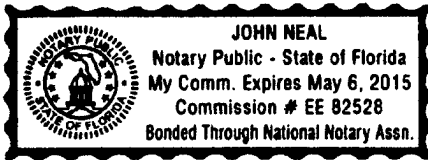


EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION (FROM OFFICIAL RECORDS BOOK 1746, PAGE 5246):

PARCEL A: THE N 1/2 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

PARCEL B: THAT PORTION OF THE SE 1/4 OF SECTION 24, TOWNSHIP 33 SOUTH, RANGE 18 EAST, LYING NORTH OF THE CENTER LINE OF THE BUFFALO CANAL, MANATEE COUNTY, FLORIDA.

PARCEL C: BEGIN AT THE NW CORNER OF THE SW 1/4 OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE SOUTH 89°25'15" EAST ALONG THE NORTH LINE OF SAID SW 1/4 A DISTANCE OF 2002.87 FEET; THENCE SOUTH 00°36'15" EAST 1815.0 FEET TO THE CENTER OF THE BUFFALO CANAL; THENCE WESTERLY ALONG THE CENTER OF SAID BUFFALO CANAL A DISTANCE OF 2025.94 FEET TO THE WEST LINE OF SAID SECTION 19; THENCE NORTH 00°07'30" EAST 1852.9 FEET TO THE POINT OF BEGINNING. LESS 35 FEET FOR ROAD RIGHT-OF-WAY OFF NORTH.

ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract lying in Section 19, Township 33 South, Range 19 East and Section 24, Township 33 South, Range 18 East, Manatee County, Florida and described as follows:
Commence at the Northwest corner of Section 24, Township 33 South, Range 18 East; thence S.00°10'10"W., along the East line of the Northwest 1/4 of said Section 24, a distance of 2,569.32 feet to the Northwest corner of the Southwest 1/4 of said Section 24 for the POINT OF BEGINNING; thence S.89°49'01"E., along the monumented North line of the Southwest 1/4 of Section 24, a distance of 2,586.23 feet to the Northeast corner of the Southwest 1/4 of said Section 24; thence S.89°43'08"E., along the monumented North line of the Southeast 1/4 of said Section 24, a distance of 2,245.61 feet to the south maintained right-of-way line of Moccasin Wallow Road as recorded in Road Plat Book 4, Page 153 through 210, Affidavits Recorded in Official Record Book 818, Pages 218 and 219 both of the Public Records of Manatee County, Florida, said point also being the beginning of a non-tangent curve to the left, of which the radius point lies N.09°09'17"E., a radial distance of 2,939.48 feet; (the following three calls are along said south maintained right-of-way line of Moccasin Wallow Road): (1) thence easterly along the arc of said curve, through a central angle of 07°56'32", an arc length of 407.46 feet to the end of said curve; (2) thence S.88°59'55"E., along a line not tangent to the previously described curve, a distance of 971.38 feet; (3) thence S.89°19'43"E., a distance of 1,032.04 feet to the westerly line of the tract of land described in Official Record Book 1903, Page 7711 of said public records; thence S.00°10'56"E., along said westerly line, a distance of 1,784.27 feet to the center line of Buffalo Canal as shown on a survey by Leo Mills & Associates, Inc., Job Number C1594, Drawing Number 23#36, dated April 24, 2002 and revised May 9, 2002 and annexed hereto as Attachment 1; (the following eight calls are along said center line of Buffalo Canal); (1) thence S.89°51'55"W., a distance of 2,025.93 feet; (2) thence S.89°51'16"W., a distance of 1,344.47 feet; (3) thence N.66°04'29"W., a distance of 163.62 feet; (4) thence N.64°42'30"W., a distance of 265.13 feet; (5) thence N.68°25'30"W., a distance of 255.56 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.10°49'22"W., a radial distance of 185.19 feet; (6) thence westerly along the arc of said curve, through a central angle of 36°54'51", an arc length of 119.31

feet to the end of said curve; (7) thence S.74°33'11"W., along a line not tangent to the previously described curve, a distance of 575.06 feet; (8) thence S.82°07'08"W., a distance of 13.56 feet to the monumented West line of the Southeast 1/4 of Section 24, Township 33 South, Range 18 East; thence N.00°41'31"E., along said West line of the Northwest 1/4 of the Southeast 1/4 of Section 24, a distance of 458.34 feet to the South line of the North 1/2 of the Southwest 1/4 of said Section 24; thence N.89°09'00"W., along said South line, a distance of 2,585.90 feet to the West line of the Southwest 1/4 of said Section 24; thence N.00°40'52"E., along said West line, a distance of 1,277.99 feet to the POINT OF BEGINNING.

Said tract contains 11,680,326 square feet or 268.1434 acres, more or less.

CAO Comments
11/16/17

Recording Fees: \$ _____
Documentary Stamps: \$0.00

This instrument prepared by and return to:

William W. Merrill, III

IMICARD MERRILL
ATTORNEYS & COUNSELORS
2033 Main Street, Suite 600
Sarasota, Florida 34237
Tel: (941) 366-8100
Fax: (941) 366-6384

**THIRD AMENDMENT TO SUMMERWOODS AMENDED AND
RESTATED LOCAL DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO SUMMERWOODS AMENDED AND RESTATED LOCAL DEVELOPMENT AGREEMENT (“THIRD AMENDMENT”) is made and entered into this ____ day 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 (the “County”) and **VK SUMMERWOODS LLC**, a Florida limited liability company, whose address is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 (the “Applicant”).

WITNESSETH:

WHEREAS, County and Applicant’s predecessor in title are parties to that certain Summerwoods Amended and Restated Local Development Agreement, dated April 24, 2012, as recorded in OR Book 2417, Page 6603, of the Public Records of Manatee County, Florida (the “LDA”), which LDA concerns a 268.14± acre parcel of real property located in Manatee County and generally bounded by Moccasin-Wallow Road to the north, 115th Avenue East to the east, Buffalo Canal to the south, and Sawgrass Road (future) to the west (the “Project Site”); and

WHEREAS, the LDA was amended by that certain First Amendment to Summerwoods Amended and Restated Local Development Agreement, dated September 4, 2014, as recorded in OR Book 2536, Page 3028, of the Public Records of Manatee County, Florida (the “First Amendment”); and

WHEREAS, the LDA was amended by that certain Second Amendment To Summerwoods Amended and Restated Local Development Agreement, dated June 21, 2016, as recorded in Instrument No. 20164101137, OR Book 2626, Page 541, of the Public Records of Manatee County, Florida (the “Second Amendment”); and

WHEREAS, the parties desire to further amend the LDA to delete paragraph 9 of the LDA and replace it with a new paragraph 9 to reflect extension of the CLOS expiration date pursuant to §252.363, F.S., as more fully set forth herein; and

Exhibit B

Summerwoods Transportation Impact Analysis prepared by Wilson Miller, Inc., and dated as of April, 2010, a copy of which is on file with the Manatee County Clerk of Circuit Court, Board Records.

Clarke Davis

From: William Clague
Sent: Thursday, November 16, 2017 4:39 PM
To: Lisa Barrett
Cc: Mitchell Palmer; Sarah Schenk; Dan Schlandt; John Barnott; John Osborne; Clarke Davis; Sia Mollanazar; Dwayne Guthrie; Juliet Shepard
Subject: Summerwoods Third Amendment to LDA; RLS-2017-0571
Attachments: 3rd Amd to Summerwoods Amended and Restated LDA CAO Comments dtd 11.16.17.pdf

Lisa:

Pursuant to the above Request for Legal Services, you have asked this office to review the above referenced 3^d Amendment to the existing LDA for the Summerwoods Project. The amendment utilizes a form approved by this office in previous transactions. Attached are marked pages reflecting my comments, which are intended to provide clarity and consistency.

Subject to the inclusion of my suggested changes, I have no objection from a legal standpoint to the amendment being scheduled for consideration by the Board. I express no opinion as to the business judgment of entering into the amendment.

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

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

5. **Effective Date.** This Third Amendment shall become effective immediately upon the occurrence of all the following:

- (a) The recordation of a fully executed original of this Third Amendment in the public records of Manatee County, Florida, as provided in Paragraph 3 hereof; and
- (b) The expiration of any and all appeal periods for any challenge to the approval of this Third Amendment.

6. **No Other Amendment.** Except as provided for in this Third Amendment, all other provisions of the LDA, the First Amendment and the Second Amendment shall be unaffected by this Third Amendment, and shall remain in full force and effect.

as amended by

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

ATTEST: ANGELINA COLONNESO
Clerk of the Circuit Court
and Comptroller
By: _____
Deputy Clerk

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Chairman
2 } *Chairperson*
Date: _____

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{ADDITIONAL SIGNATURES COMMENCE ON FOLLOWING PAGE}

Bradenton Herald

Nov. 25, 2017

Miscellaneous Notices

**NOTICE OF LOCAL
DEVELOPMENT AGREEMENT CHANGE IN
UNINCORPORATED
MANATEE COUNTY**

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**LDA-09-04(R4) - THIRD AMENDMENT TO THE AMENDED AND
RESTATED LOCAL DEVELOPMENT AGREEMENT FOR SUMMER
WOODS**

Request: Approval of a Third Amendment to the Amended and Restated Local Development Agreement to amend the CLOS expiration date and the corresponding date to record a plat for not less than 168 residential units within the Project Site by extending such dates from December 31, 2017, to February 28, 2019, pursuant to Section 252.363, Florida Statutes, relating to the Governor's executive orders for states of emergency. The Third Amendment to the Amended and Restated Local Development Agreement applies to that project known as Summer Woods which is the subject of adopted Preliminary Site Plan PDR-14-14(P) for 268.14 acres zoned Planned Development Residential for 562 single family residential detached and semi-detached units, with maximum height of 35 feet for any structure, and which is located south of Moccasin Wallow Road and west of U.S. 301 in Manatee County.

Interested parties may examine the proposed Ordinance and related documents and may obtain assistance regarding this matter from the Manatee County Building and Development Services Department, 1112 Manatee Avenue West, 4th Floor, Bradenton, Florida; telephone number (941) 748-4501 x6878; e-mail to: planning.agenda@mymanatee.org

According to Florida Statutes, Section 286.0105, any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at said Public Hearing will need a record of the proceedings, and for such purposes he may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

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**THIS HEARING MAY BE CONTINUED FROM TIME TO TIME PENDING
ADJOURNMENTS.**

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

Manatee County Building
and Development Services
Department
Manatee County, Florida
11/25/2017

Sarasota Herald-Tribune

Nov. 25, 2017

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MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

Manatee County Building and Development Services Department

Manatee County, Florida

Date of pub: November 25, 2017

AFFIDAVIT OF PUBLICATION

SARASOTA HERALD-TRIBUNE
PUBLISHED DAILY
SARASOTA, SARASOTA COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED JM MITCHELL, WHO ON OATH SAID SHE IS DIRECTOR OF ADVERTISING FOR THE SARASOTA HERALD-TRIBUNE, A DAILY NEWSPAPER PUBLISHED AT SARASOTA, IN SARASOTA COUNTY FLORIDA; AND CIRCULATED IN MANATEE COUNTEE DAILY; THAT THE ATTACHED COPY OF ADVERTISEMENT BEING A NOTICE IN THE MATTER OF:

Legal description documented below:

IN THE COURT WAS PUBLISHED IN THE MANATEE EDITION OF SAID NEWSPAPER IN THE ISSUES OF:

11/25 1x

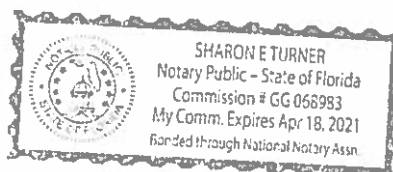
AFFIANT FURTHER SAYS THAT THE SAID SARASOTA HERALD-TRIBUNE IS A NEWSPAPER PUBLISHED AT SARASOTA, IN SAID SARASOTA COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS THERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID SARASOTA COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MAIL MATTER AT THE POST OFFICE IN BRADENTON, IN SAID MANATEE COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF THE ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT SHE HAS NEITHER PAID NOR PROMISED ANY PERSON, FIRM OR CORPORATION ANY DISCOUNT, REBATE, COMMISSION OR REFUND FOR THE PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN THE SAID NEWSPAPER.

SIGNED

J Mitchell

SWORN OR AFFIRMED TO, AND SUBSCRIBED BEFORE ME THIS 2 DAY OF November A.D., 2019
BY JM MITCHELL WHO IS PERSONALLY KNOWN TO ME.

[Signature]
Notary Public



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**MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS**
Manatee County Building and
Development Services Department
Manatee County, Florida

Date of pub: November 25, 2017

BRADENTON HERALD


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Bradenton, FL 34206-0921
1111 3rd Ave. W.
Bradenton, FL 34205-8894
941-746-7355

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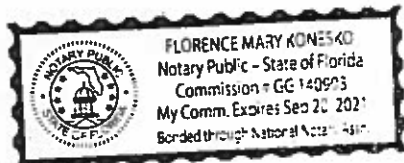
STATE OF FLORIDA
COUNTY OF MANATEE

Before the undersigned authority personally appeared Donna Stults, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of **Public Notice**, was published in said newspaper in the issue(s) of 11/25/2017.

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


(Signature of Affiant)

Sworn to and subscribed before me this
27 Day of Nov, 2017




SEAL & Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS
Manatee County Building
and Development Services
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Manatee County, Florida
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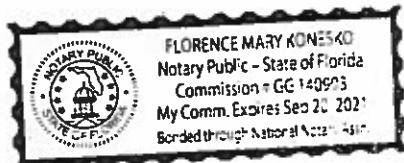
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(Signature of Affiant)

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SEAL & Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

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COUNTY COMMISSIONERS
Manatee County Building
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