

TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, LLC

**AGREEMENT FOR PAYMENT IN SATISFACTION OF
PROPORTIONATE SHARE REQUIREMENT**

This **AGREEMENT FOR PAYMENT IN SATISFACTION OF PROPORTIONATE SHARE REQUIREMENT** (“Agreement”) is made and entered into this 27th day of November, 2018, 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 **TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, LLC**, a Florida limited liability company, its successors, transferees and assigns, whose address is 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619, (the “**Developer**”).

WITNESSETH:

WHEREAS, Developer has received Development of Regional Impact approval pursuant to PDMU-91-01(G)(R6) and Ordinance 16-25 for the development of 1,803,200 square feet of mixed use and 2,800 residential units on 1039.2 acres of real property located in Manatee County, Florida; such project is generally known as Gateway North (AKA Artisan Lakes) (the “**Project**”) and such real property being more particularly described in the legal description attached hereto and incorporated herein as **Exhibit “A”** (the “**Project Site**”), and Developer holds legal title to the Project Site; and

WHEREAS, the phase one of the Project shall consist of 640,000 square feet of mixed use and 2,528 residential units (“**Phase 1**”), as set forth in Ordinance 16-25; and

WHEREAS, County approved on December 8, 2010, a Certificate of Level of Service (“**CLOS**”) for the Project which includes required transportation improvements (CLOS-10-047); and

WHEREAS, the approved CLOS, subject to Ordinance 16-25, requires those certain transportation improvements detailed in **Exhibit “B,”** attached hereto and incorporated herein by reference (“**Transportation Improvements**”); and

WHEREAS, Developer may enter into an Agreement for Payment of its proportionate share of the required improvements pursuant to and in accordance with Section 163.3180, Florida Statute; and

WHEREAS, Developer desires to advance the approvals and construction of Phase 1 of the Project; and

WHEREAS, Developer has proposed a monetary contribution to satisfy Developer’s obligation pursuant to Ordinance 16-25 in lieu of construction of the transportation improvements required to be constructed at specified development trip thresholds; and

WHEREAS, County has found that pursuant to Section 163.3180(5)(h)1.c.(II), Florida Statutes, the proportionate fair share mitigation is sufficient, in whole or part, to accomplish an improvement that will benefit a regionally significant transportation facility.

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

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

2. Developer's estimated proportionate share cost to construct the Developer's required improvements is Three Million Four Hundred Fifty-three Thousand Seven Hundred Forty and 00/100 Dollars (\$3,453,740.00), as further detailed in the attached Transportation Improvements.

3. Within One Hundred Eighty (180) days of execution of this Agreement, Developer shall pay Three Million Four Hundred Fifty-three Thousand Seven Hundred Forty and 00/100 Dollars (\$3,453,740.00), to the County (the "Proportionate Share Payment") by cashier's check or wire transfer.

4. Pursuant to and in accordance with Section 163.3180, Florida Statute, upon adoption of this Agreement, and payment of the funds due pursuant to Paragraph 3, above, County shall deem Developer as having satisfied all concurrency-related requirements of Ordinance 16-25 for Phase 1.

5. As the Proportionate Share Payment is for System Improvements as defined by the Manatee County Land Development Code, the improvements shall be eligible for impact fee credits pursuant to Section 1106 of the Manatee County Land Development Code, and this Agreement shall serve as an application for such credit under Section 1106, and such credits, in the amount of \$3,453,740.00, will be awarded to Developer upon payment of the Proportionate Share Payment. For all intents and purposes, the date this Agreement is fully executed by both parties shall be considered the date of the impact fee credit application for the Proportionate Share Payment.

6. Nothing herein shall be construed as extending the expiration of the approved and amended CLOS for the Project, nor as preventing Developer from requesting such an extension in accordance with the County's Comprehensive Plan and Land Development Code, nor extensions available pursuant to Section 252.363, Florida Statutes.

7. 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.

8. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to the Agreement including all

Director
Manatee County Building and
Development Services Department
1112 Manatee Avenue West
Bradenton, Florida 34205

Director
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

FOR THE DEVELOPER: Taylor Woodrow Communities at Artisan Lakes, LLC
3922 Coconut Palm Drive
Suite 108
Tampa, Florida 33619
Attention: Jeff Deason

With copies to: Grimes Goebel Grimes Hawkins Gladfelter Galvano, P.L.
1023 Manatee Ave West
Bradenton FL 34205
Attention: Caleb J. Grimes

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

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

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

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

[SIGNATURE PAGES FOLLOW]

TAYLOR WOODROW COMMUNITIES
AT ARTISAN LAKES, LLC, a Florida
limited liability company

By: Taylor Morrison of Florida, Inc., a
Florida corporation, its managing
member

By: [Signature]
Name: Jeff Deason
Its: Vice President
Date: 11/20/18

WITNESSES:

[Signature]
Signature

Robin Timms
Print Name

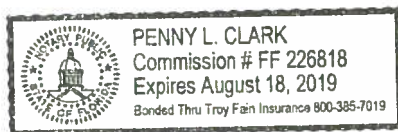
[Signature]
Signature

penny l. Clark
Print Name

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 20 day of NOV,
2018, by JEFF DEASON, as VICE PRESIDENT of TAYLOR MORRISON OF
FLORIDA, INC., a Florida corporation, as managing member of TAYLOR WOODROW
COMMUNITIES AT ARTISAN LAKES, LLC., a Florida limited liability company, on behalf of
the company, who [] is personally known to me or [] produced FL Drivers License as
identification.

(Seal)



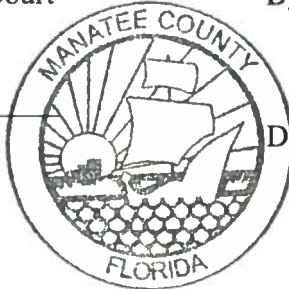
[Signature]
Notary Public, State of Florida
Print Name: Penny L. Clark

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

ATTEST: Angelina Colonnese,
Clerk of the Circuit Court
and Comptroller

By: *Robin Roth, DE*
Deputy Clerk



By: *Priscilla Inace*
Chairperson

Date: *11/27/18*

EXHIBIT "A"

Project Site

DESCRIPTION:

[SEE ATTACHED LEGAL DESCRIPTION]

EXHIBIT "A" LEGAL DESCRIPTION

DESCRIPTION: (O.R. BOOK 1357, PAGE 132)

THE SOUTH 14 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16,
TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

(END OF DESCRIPTION IN O.R. BOOK 1357, PAGE 132)

TOGETHER WITH:

DESCRIPTION: (O.R. BOOK 1357, PAGE 134)

PARCEL A

THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE
COUNTY, FLORIDA

LESS THAT PORTION AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 1025 AT
PAGE 3055, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

SUBJECT TO MAINTAINED RIGHT OF WAYS FOR BUCKEYE ROAD AND GRASS FARM ROAD,
AND FLORIDA POWER AND LIGHT EASEMENT ALONG THE NORTH LINE THEREOF.

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST 1/4 OF THE NORTHEAST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE
COUNTY, FLORIDA

SUBJECT TO MAINTAINED RIGHT OF WAY FOR BUCKEYE ROAD.

PARCEL B

THE NORTHEAST 1/4, THE NORTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST
1/4, THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTHWEST 1/4 OF THE
SOUTHWEST 1/4, ALL OF SECTION 16, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE
COUNTY, FLORIDA

LESS THAT PORTION AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 1030 AT
PAGE 2797, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LESS THE SOUTH 14 FEET OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4.

SUBJECT TO THE MAINTAINED RIGHT OF WAY FOR 56TH AVENUE EAST.

LESS THAT PART FOR RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 867 AT
PAGE 441, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

SUBJECT TO MAINTAINED RIGHT OF WAY FOR MOCCASIN-WALLOW ROAD.

PARCEL C

THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17,
TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO THE MAINTAINED RIGHT OF WAY FOR MOCCASIN-WALLOW ROAD AND 40TH AVENUE EAST.

PARCEL D

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

LESS LANDS DESCRIBED IN OFFICIAL RECORD BOOK 291 AT PAGE 245 AND OFFICIAL RECORD BOOK 898 AT PAGE 872, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND LESS THE RIGHT OF WAY FOR INTERSTATE ROUTE 75.

PARCEL E

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

PARCEL F

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, LYING NORTHWEST OF AND ABUTTING THE NORTHWEST RIGHT OF WAY LINE FOR INTERSTATE ROUTE 75.

PARCEL G

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 00°33'15"EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE MOCCASIN-WALLOW ROAD, A DISTANCE OF 193.38 FEET; THENCE NORTH 52°13'21" EAST, ALONG A

FENCE, A DISTANCE OF 758.64 FEET TO AN IRON PIPE; THENCE NORTH 14°16'09" WEST, A DISTANCE OF 211.00 FEET; THENCE NORTH 79°13'07" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 7°46'48" WEST, A DISTANCE OF 129.73 FEET; THENCE WEST, A DISTANCE OF 752.00 FEET; THENCE SOUTH 00°33'15" WEST ALONG THE AFOREMENTIONED WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 805.85 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 839 AT PAGE 235, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL H

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH 00°30'20" WEST, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 492.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'20" WEST, A DISTANCE OF 835.31 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 88°54'50" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1040.38 FEET; THENCE NORTH 00°42'07" EAST, A DISTANCE OF 1293.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF BUCKEYE ROAD; THENCE NORTH 88°42'00" WEST, ALONG SAID RIGHT OF WAY LINE AND 30.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 714.86 FEET; THENCE SOUTH 00°30'20" WEST, A DISTANCE OF 462.00 FEET; THENCE NORTH 88°42'00" WEST, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

PARCEL

I

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 00°33'15" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 33.00 FEET; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF MOCCASIN-WALLOW ROAD, A DISTANCE OF 193.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 52°03'21" EAST, ALONG A FENCE, A DISTANCE OF 756.64 FEET TO AN IRON PIPE; THENCE NORTH 14°16'09" WEST, A DISTANCE OF 211.00 FEET; THENCE NORTH 79°13'07" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 7°46'48" WEST, A DISTANCE OF 129.73 FEET; THENCE EAST, A DISTANCE OF 117.00 FEET; THENCE SOUTH 21°55'00" EAST, A DISTANCE OF 238.00 FEET; THENCE SOUTH 30°37'45" WEST, A DISTANCE OF 249.85 FEET; THENCE NORTH 59°02'07" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 51°53'51" WEST, A DISTANCE OF 674.66 FEET; THENCE WEST, ALONG THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF THE MOCCASIN-WALLOW ROAD, A DISTANCE OF 36.85 FEET TO THE POINT OF BEGINNING.

LESS THE RIGHT OF WAY FOR INTERSTATE ROUTE 75 AS DESCRIBED IN OFFICIAL RECORD BOOK 839 AT PAGE 235 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

(END OF DESCRIPTION IN O.R. BOOK 1357, PAGE 134)

LESS AND EXCEPT THEREFROM:

THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1598 AT PAGE 1537 OF THE
PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

ALSO LESS AND EXCEPT THEREFROM:

THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1598 AT PAGE 1541 OF THE
PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

EXHIBIT “B”

Transportation Improvements

[SEE ATTACHED TRANSPORTATION IMPROVEMENTS CHART]

EXHIBIT "B"

Transportation Improvements

Location	Improvement	Improvement Cost¹	Estimated ROW Cost²	Proportionate Share %³	Project Proportionate Share Cost
Buckeye Road & Artisan Lakes Parkway (ALP)	Add EB right-turn lane	\$336,790.00	\$101,037.00	58.60%	\$256,567.00
	Add WB Left-turn lane	\$129,968.00	\$38,990.00	58.60%	\$99,009.00
US 41 & I-275 EB Ramps (I-275 NB)	Traffic Signal ⁵	\$607,845.00	\$0.00	33.80%	\$205,452.00
Moccasin Wallow Road & Bud Rhoden/Ellenton-Gillette Road	Traffic Signal ⁴	\$562,632.00	\$0.00	71.40%	\$401,719.00
	Add 1 WB Left-turn lane	\$129,968.00	\$0.00	71.40%	\$92,797.00
Moccasin Wallow Road & Artisan Lakes Parkway	Traffic Signal Restripe SB approach with dual left turn lanes ⁶	\$562,632.00	\$0.00	78.10%	\$439,416.00
Moccasin Wallow Road & Gillet Dr. (Frontage Rd.)	Traffic Signal ⁴	\$562,632.00	\$0.00	86.80%	\$488,365.00
	Add 1 SB Left-turn lane	\$129,968.00	\$0.00	86.80%	\$112,812.00
	Add 1 WB Right-turn lane	\$336,790.00	\$0.00	86.80%	\$292,334.00
Moccasin Wallow & I-75 NB Ramps	Traffic Signal ⁴	\$562,632.00	\$0.00	62.10%	\$349,395.00
	Add 1 EB Left-turn lane (to 1 existing)	\$129,968.00	\$0.00	62.10%	\$80,710.00
	Add 1 receiving lane for EBL ⁷	\$600,134.00	\$0.00	62.10%	\$372,683.00
	Add 1 NB lane (to one existing) ⁸	\$129,968.00	\$0.00	62.10%	\$80,710.00
Ellenton-Gillette & 69th Street East	Add 1 EB Right-turn lane	\$336,790.00	\$0.00	20.90%	\$70,389.00
US 41 @ Moccasin Wallow Rd.	Add 1 westbound Left-turn lane	\$129,968.00	\$0.00	64.10%	\$83,309.00
Moccasin Wallow Road @ US 301	Add 1 eastbound Left-turn lane	\$129,968.00	\$0.00	21.60%	\$28,073.00
Total Proportionate Share Payment:					\$3,453,740.00

Notes:

1. Based on information from FDOT D7 Roadway costs (June 2018) and 'FDOT LRE System'.
2. For improvement locations where ROW appears necessary, ROW was estimated as 30% of improvement cost.

3. For intersections, percentage was calculated as Project trips divided by total increase in trips (from existing) at each intersection $[(\text{Project Trips}) / (\text{Total Trips} - \text{Existing Trips})]$.
For Moccasin Wallow widening, percentage was estimated as Project trips divided by total increase in generalized capacity: $[(\text{Project Trips}) / (\text{Capacity After} - \text{Capacity Before})] = 1629 / (3222 - 1440) = 91.4\%$ (1629 is average Project Volume between ALP and Gillette Dr. from table 21-8. Before and after capacities are generalized 'LOS D' service volumes for non-state signalized arterials)
4. Based on Average of 2-lane /2-lane signal cost and 4-lane/4-lane signal cost.
5. Based on Average of 2-lane/2-lane signal cost and 6-lane/6-lane signal cost.
6. Based on Average of 2-lane /2-lane signal cost and 4-lane/4-lane signal cost for "T" intersection.
7. Based on Add 1 Through Lane on Inside (To Existing) with 5' Paved Shoulder for the length of ramp.
8. Based on Add 300' Exclusive Left Turn Lane.

November 27, 2018 - Regular Meeting
Agenda Item #59

Approved in Open Session 11/27/18
Manatee County
Board of County Commissioners

Subject

Artisan Lakes DRI Proportionate Fair Share Agreement

Briefings

None

Contact and/or Presenter Information

Contact:

Clarke Davis, Transportation Planning Division Manager
clarke.davis@mymanatee.org, 941.708.7450 x7272

Action Requested

Authorization for the Chair to execute the Agreement for Payment in Satisfaction of Proportionate Share Requirement between Manatee County and Taylor Woodrow Communities at Artisan Lakes, LLC.

Enabling/Regulating Authority

Section 163.3180(5)(h), Florida Statutes
Section 380.06, Florida Statutes
Section 360, Manatee County Land Development Code
Section 1106, Manatee County Land Development Code

Background Discussion

Taylor Morrison of Florida, Inc., is the developer of the Artisan Lakes Development of Regional Impact. Artisan Lakes is an ongoing large-scale development located on the north side of Moccasin Wallow Road and west of I-75 in north county.

In May 2016, Artisan Lakes received updated, specific approval for its Phase I development in Ordinance No. 16-25 and amended approval of its general development plan in zoning ordinance PDMU-91-01(G)(R6).

Phase I development consists of 2,528 dwelling units and 640,000 square feet of mixed, non-residential uses. The development's approved traffic study concludes that concurrency-related improvements are required for several intersections listed in Exhibit B.

The developer seeks to satisfy the transportation concurrency requirement through proportionate fair share mitigation. Pursuant to applicable State Statutes, a related agreement between the developer and County is required to mitigate using proportionate fair share.

The combined total cost of the improvements is \$5,518,680.00, and the developer's proportion averages 62.58 percent for a developer proportionate fair share amount of \$3,453,740.00. The attached agreement

has been drafted between the developer and County to address transportation concurrency.

The agreement provides that upon payment of the proportionate fair share amount the transportation concurrency requirement is satisfied for Phase I. Consistent with State Statutes regarding transportation concurrency, the agreement also provides that the proportionate share amount is eligible for transportation impact fee credits.

Staff recommends the County Commission authorize the Chair to execute the agreement.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Public Works staff requested the County Attorney's review of the draft agreement. William Clague, Assistant County Attorney, reviewed the agreement as CAO Matter No. 2018-0383 and responded via email on August 9, 2018. The attached final agreement was prepared consistent with the Assistant County Attorney's recommended changes.

Reviewing Attorney

Clague

Instructions to Board Records

Please provide a copy of the signed agreement to:

Clarke Davis

Public Works Department

1022 26th Ave E

Bradenton, FL 34208

clarke.davis@mymanatee.org

Orig. agmt sent via courier 11/29/18, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Artisan Lakes DRI Prop Share Agreement 20181119.pdf](#)