

**AGREEMENT REGARDING DEVELOPER'S PARTICIPATION
IN DUETTE BRIDGE REPLACEMENT**

This Agreement is entered into as of December 18, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and Mosaic Fertilizer, LLC, a Delaware Limited Liability Company authorized to do business in the State of Florida (hereinafter, the "Developer").

RECITALS

WHEREAS, on May 24, 2018, the Board of County Commissioners of Manatee County (hereafter "Board") approved an Amendment to the Master Mining Plan (Resolution R-18-012), granting approval to the Developer to continue the mining and reclamation of the Wingate Creek Mine, to process phosphate matrix at the Wingate Creek beneficiation plant and to conduct such activities as necessary to support the mining and processing activities, all within Manatee County, Florida, pursuant to Manatee County Comprehensive Plan and the Manatee County Phosphate Mining Code (the "Code"); and,

WHEREAS, on July 26, 2018, the Board approved and issued Operating Permit No. R-18-107 (hereafter "Operating Permit"), for the Wingate Creek Mine and beneficiation plant to allow all mining, reclamation, processing and ancillary activities authorized by the amended Master Mining Plan (Resolution R-18-012).

WHEREAS, as part of said Master Mining Plan Resolution R-18-012 (hereinafter, the "MMP") approval, the Developer is authorized to continue transportation of phosphate ore along a specified haul route, as more particularly described in the MMP and as depicted in Exhibit "A" attached hereto and incorporated herein by this reference; and,

WHEREAS, the Developer, in utilizing said haul route as authorized by the MMP and Operating Permit, will continue transporting phosphate ore over the Duette Bridge (Bridge No. 134030); and,

WHEREAS, as set forth in Section C.2.(17) of the MMP, Duette Bridge #134030 is approaching its planned useful lifespan and has been identified for replacement/upgrade during the timeframe of the MMP, such that traffic may be suspended along Duette Road during construction/repairs; and,

WHEREAS, Section C.2.(17) of the MMP further provides that Developer's proportionate share of the cost of replacing the Duette Bridge #134030, based on the thirty-two percent (32%) transportation impact of Developer's activities, is \$384,000.00, and requires that during the effective period of the MMP Developer shall maintain with the County a performance security equal to Developer's proportionate share of the replacement cost, to be adjusted annually in accordance with the Engineering News Record (ENR) Construction Cost Index; and,

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Code to regulate such operations; and,

WHEREAS, the Developer as part of its compliance with the MMP and the Code desires to enter into this Agreement; and,

WHEREAS, pursuant to of the Code, the Developer has submitted to the County one or more performance securities, more specifically described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter, individually a "Performance Security"); and,

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all of the foregoing matters.

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

Article I

DUETTE BRIDGE REPLACEMENT

- 1.1 **Duette Bridge Replacement.** As required by Section C.2.(17) of the MMP, Developer shall provide its proportionate share of the cost of replacing the Duette Bridge.
- 1.2 **Developer's Proportionate Share.** As stated in Section C.2.(17) of the MMP, the projected cost of Bridge Replacement for Duette Bridge is \$1,200,000.00. Developer's proportionate share of the cost of replacing the Duette Bridge, based on the thirty-two percent (32%) transportation impact of Developer's activities (hereafter "Developer's Proportionate Share"), is \$384,000.00. During the effective period of the MMP, Developer shall maintain with the County a performance security to ensure payment by the Developer of Developer's Proportionate Share of the replacement cost ("Performance Security"), to be adjusted annually in accordance with the Engineering News Record (ENR) Construction Cost Index.
- 1.3 **Adjustment.** During the effective period of the MMP, the dollar amount of the Developer's Proportionate Share, and the corresponding dollar amount of the Performance Security required by the MMP to be obtained and maintained by Developer, shall be adjusted on an annual basis as provided in Section C.2.(17) of the MMP, in connection with the Operating Permit annual progress report.
- 1.4 **Preliminary Agreement.** Developer and the County may elect to enter into a preliminary agreement to provide for location, detailed engineering design and construction plans for the replacement of the Duette Bridge in accordance with County practice and applicable law.
- 1.5 **Completion of Bridge Replacement; Draws on Performance Securities.** In the event the County Engineer determines that the Duette Bridge is no longer capable of being used for Developer's haul route based upon engineering inspections performed by an engineering firm qualified in the State of Florida to perform bridge inspections, Developer and County shall enter into an agreement which shall provide for Developer's payment of the Developer's Proportionate Share for the replacement of said bridge as required by Section C.2.(17) of the MMP. In the event the Developer fails or refuses to enter into said agreement after thirty (30) days written notice to the Developer by County, or if Developer fails or refuses to make payment of Developer's Proportionate Share, the County may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security established to ensure payment by the Developer of Developer's Proportionate Share and use the proceeds to complete such repairs or replacement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Upon completion of, or the execution of an agreement between the County and the Developer to provide for the replacement of the Duette Bridge and Developer's Proportionate Share payment, the Developer shall be released from the requirement to maintain a performance security with the County for Developer's Proportionate Share.
- 1.6 **Exchange and Adjustment of Securities.** Subject to and in accordance with Section C.2.(1) of the MMP and consistent with Appendix C of the Code, the Developer and County may, agree (1) to adjust the total Penal Sum set forth in the Performance Security, (2) to extend the expiration of a Performance Security, (3) exchange a new Performance Security for an existing Performance Security, or (4) release a Performance Security. Provided, however, in the event that the County determines a Performance Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance

Security, the County may, in its discretion, draw upon said Performance Security to the extent authorized to do so pursuant to said Performance Security and Appendix C of the Code. Subject to complying with Section C.2.(17) of the MMP and the provisions of this Agreement, nothing in this Agreement shall be construed to limit the discretion of the County Engineer to exercise the County's rights to draw upon the Performance Security to assure Developer's compliance with Section C.2.(17) of the MMP.

Article II

TERMS AND TERMINATION

- 2.1 **Effective Date.** This Agreement shall take effect as of its date set forth above.
- 2.2 **Termination.** Unless terminated for cause in accordance with applicable law, this Agreement shall terminate upon completion of the Developer obligations hereunder, as evidenced by a release executed pursuant to Section 1.5 hereof.

Article III

AMENDMENTS; ENFORCEMENT

- 3.1 **Amendments Generally.** This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.
- 3.2 **Enforcement.** The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

- 4.1 **Validity.** After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that the parties shall perform their obligations in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).
- 4.2 **No General Obligation.** Notwithstanding any other provisions of the Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.
- 4.3 **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.
- 4.4 **Ambiguities.** All parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

- 4.5 Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- 4.6 Severability.** The provisions of this Agreement are declared by the parties to be severable.
- 4.7 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, applicable State or U.S. Constitutions or Federal law. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida or the Federal District Court of the Middle District of Florida, Tampa Division.
- 4.8 Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.
- 4.9 Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein).

This Space Intentionally Left Blank

For: Wingate Creek Mine – Resolution R-18-012

If to County:

Manatee County Engineer
Manatee County Public Works Dept.
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941) 708-7475

With copy to:

Manatee County Administrator
1112 Manatee Avenue West
Bradenton, FL 34205
Attention: County Administrator
Facsimile: (941) 745-3717

With copy to:

Manatee County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205
Attention: County Attorney
Facsimile: (941) 749-3089

If to Developer:

Russell T. Schweiss,
Vice President - Mine Permitting, Land Management and
Public Affairs
as authorized agent of MOSAIC FERTILIZER, LLC
13830 Circa Crossing Drive
Lithia, FL 33547
Facsimile: (813) 571-6929

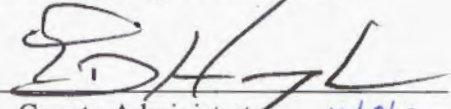
In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

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

**MANATEE County, a political
Subdivision of the State of Florida**

By: Board of County Commissioners

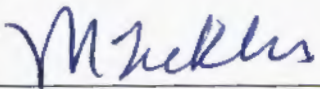
By: 
County Administrator *12/18/18*

(DEVELOPER)

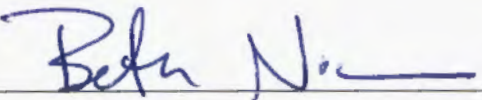
By: 

Russell T. Schweiss
Vice President - Mine Permitting, Land Management and Public Affairs
MOSAIC FERTILIZER, LLC
13830 Cirea Crossing Drive
Lithia, FL 33547

Signed, sealed and delivered in the presence
of Witnesses:



Print name: Michelle Tickle



Print name: Bethany Nica

EXHIBIT “A”
DESCRIPTION OF HAUL ROUTE

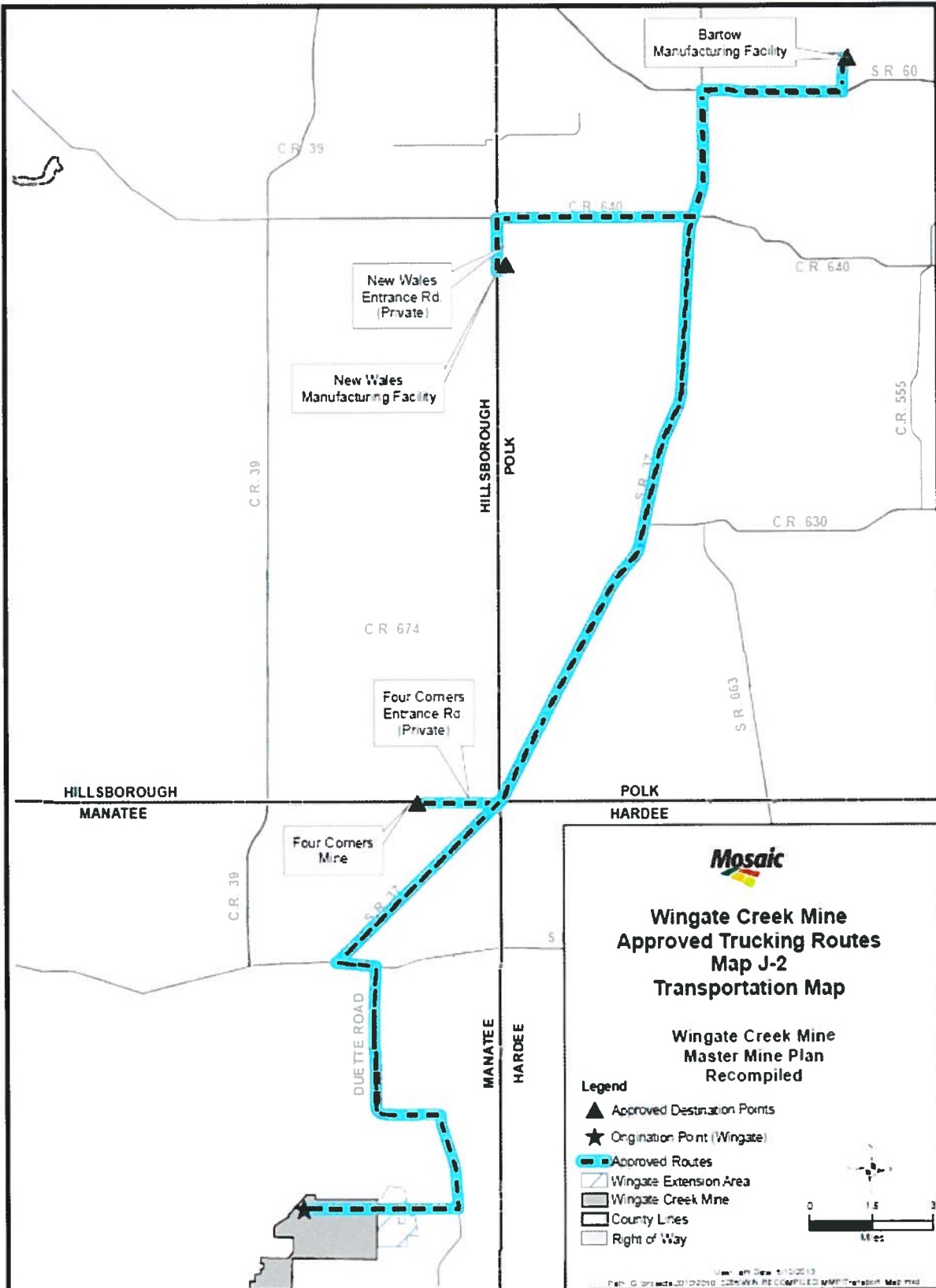


EXHIBIT “B”
PERFORMANCE SECURITY

	Surety Bond	Amount
1	Berkley Insurance Company, Bond No. 0218637, Issued 10/19/2018	\$384,000.00
2		\$
3		\$
4		\$

APPROVED in Open Session

Manatee County Board of County
Commissioners

Manatee County Government Administrative Center
Patricia M. Glass Commission Chambers, First Floor
9:00 a.m. - December 18, 2018

December 18, 2018 - Regular Meeting
Agenda Item #50

12/18/18

Subject

Wingate Creek Mine Bridge (Duette Bridge Replacement) - Agreement/Bond Acceptance

Briefings

None

Contact and/or Presenter Information

Carmen Mosley, Sr. Fiscal Services Mgr. - 708-7450, Ext 7209

Alissa Powers, Environmental Program Mgr. - 748-4502, Ext. 1892

Jane Oliver, Fiscal Analyst - 708-7450, Ext. 7613

Action Requested

- Accept *Agreement Regarding Developer's Participation in Duette Bridge Replacement*
- Accept Surety Bond for Duette Bridge Replacement, No. 0218637 in the amount of \$384,000.00 issued through Berkley Insurance Co.

Enabling/Regulating Authority

N/A

Background Discussion

On May 24, 2018, the Manatee County Board of County Commissioners approved the Wingate Creek Mine Master Mining Plan (Resolution R-18-012). Condition C.2.(17) of Resolution R-18-012 requires that the Developer fund the Developer's proportionate share of the cost of replacing the Duette Bridge. The following "*Agreement Regarding Developer's Participation in Duette Bridge Replacement*" (Agreement) and "*Performance Bond for Duette Bridge Replacement*" (Bond) have been submitted by the Developer to fulfill the terms and conditions of Resolution R-18-012.

The Bond amount has been reviewed by County Staff and has been determined to meet the requirements of the Manatee County Phosphate Mining Code (Ordinance 04-39) and is consistent with Resolution R-18-012.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Manatee County Government Administrative Center
Patricia M. Glass Commission Chambers, First Floor
9:00 a.m. - December 18, 2018

1. Contact Jane Oliver at jane.oliver@mymanatee.org when documents are ready for pickup
2. Send copy of executed documents after acceptance to Alissa Powers at alissa.powers@mymanatee.org

Emailed and Notify Jane of pick up 12/19/18

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Agreement Duette Bridge Replacement.pdf](#)

Attachment: [Bond-Duette Bridge Replacement.pdf](#)

Attachment: [email_WClague_no objection_10162018.pdf](#)

Attachment: [RLS - Duette Bridge Replacement Performance Bond.pdf](#)

**PERFORMANCE BOND
FOR DUETTE BRIDGE REPLACEMENT**

(Attachment "A")

BOND NO. 0218637

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Mosaic Fertilizer, LLC, as Principal, and Berkley Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, a political subdivision of the State of Florida, as Obligee, in the sum of \$ 384,000.00 (Numbers) Three hundred and eighty-four thousand (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement in Conjunction with Surety Bond as Security Insuring Compliance with Duette Bridge Replacement" (the "Agreement") which is hereby incorporated herein by reference. This Surety bond is effective as of the date set forth herein, and shall not expire until the terms set forth in the "Agreement" have been met.

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said Agreement, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the "Agreement" to be fully performed or pay to obligee the cost of performing said "Agreement" in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement", the obligee shall be entitled to collection of this Surety Bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 . Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alterations, extensions of time, or other modifications to the Master Mining Plan secured by this Surety Bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the attached "Agreement" shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

[signature page to follow]

INSURANCE COMPANY SIGNATURE FORM

FOR: Wingate Creek Mine – Resolution R-18-012
(Name of Project)

BOND NO. 0218637

SIGNED AND SEALED this 19th day of October, 20 18

Berkley Insurance Company
Surety Company Name
By: [Signature]
Signature - As its Agent
Sandra M. Winsted, Attorney-in-Fact
Print Name & Title
475 Steamboat Road
Address
Greenwich, CT 06830
City State Zip

WITNESSES OR CORPORATE SEAL

[Signature]
Signature
Nick Pantazis
Print Name

[Signature]
Signature
Christina L. Sandoval
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: ILLINOIS

COUNTY OF Kane

The foregoing instrument was acknowledged before me this 19th day of October, 20 18, by Sandra M. Winsted as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
K. Hannigan
Print Name of Notary

Commission No. 863364 My Commission Expires: 10/23/21

DEVELOPER SIGNATURE FORM

FOR: Wingate Creek Mine – Resolution R-18-012
BOND NO. _____

WITNESSES OR CORPORATE SEAL:

[Signature]
Witness
Darren Clark
Type or Print Name
[Signature]
Witness
Karin Bertolini
Type or Print Name

MOSAIC FERTILIZER, LLC
Developer
BY: Xenia Mora Badilla
Signature
XENIA MORA BADILLA
Type or Print Name
INTERIM TREASURER
Title (If attorney-in-fact Attach Power of Attorney)

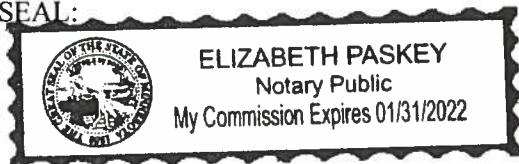
Postal Address

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Minnesota
COUNTY OF: Hennepin
The foregoing instrument was acknowledged before me this 22nd day of October, 2018,
by Xenia Mora Badilla, as Interim Treasurer, (Title), on behalf of the corporation identified
herein as Landowner and who is personally known to me or who has produced
N/A (Type of Identification) as identification.

NOTARY SEAL:



Elizabeth Paskey
Notary Public
Elizabeth Paskey
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this _____ day of _____, 20__.

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners
By: _____
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee
The foregoing instrument was acknowledged before me this _____ day of _____, 20__,
by Ed Hunzeker (County Administrator) for and on behalf of the Manatee County Board of County
Commissioners who is personally known to me or has produced N/A as identification

NOTARY SEAL:

Notary Public

Print Name of Notary

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Sandra M. Winsted; Susan A. Welsh; Christopher P. Troha; Michelle D. Krebs; Judith A. Lucky-Estimov; Christina L. Sandoval; Derek J. Elston; Sandra M. Nowak; Aerie Walton; Ann Mullins; or Bartlomiej Siewierski of Aon Risk Services Central, Inc. of Chicago, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of August, 2018.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

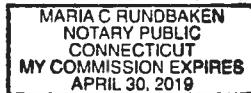
WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 14th day of August, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.



Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19 day of October, 2018

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Alissa Powers

From: William Clague
Sent: Tuesday, October 16, 2018 9:01 AM
To: Alissa Powers
Cc: Robert Brown
Subject: Re: Wingate Bridge bond; RLS-2018-0406

Alissa:

I have no legal objection to the redlined changes.

Bill Clague
Assistant County Attorney

Sent from my iPad

On Oct 12, 2018, at 1:17 PM, Alissa Powers <alissa.powers@mymanatee.org> wrote:

Bill,
Mosaic's legal department still has changes to the Duette bridge bond agreement. They have accepted the performance bond language.

Please advise.

Alissa Powers, PWS

Parks and Natural Resources Department
Environmental Program Manager
(941) 742-5980, Ext. 1892
1112 Manatee Avenue West, Suite 203
Bradenton, Florida 34205
www.MyManatee.org/naturalresources

From: Tickle, Michelle <Michelle.Tickles@mosaicco.com>
Sent: Friday, October 12, 2018 9:11 AM
To: Alissa Powers <alissa.powers@mymanatee.org>
Cc: Niec, Bethany <Bethany.Niec@mosaicco.com>; Conn, Wendy <Wendy.Conn@mosaicco.com>
Subject: RE: Wingate Bridge bond; RLS-2018-0406

Alissa,

No changes are requested to the performance bond language, but legal has requested minor clarification edits on the attached agreement.

Regards,

Michelle

<image001.png>

Michelle Tickle | Senior Permitting Specialist
Mosaic Fertilizer LLC | 13830 Circa Crossing Dr. | Lithia, Florida 33547
P: 813.500.6916 | C: 863.245.3089 | F: 813.571.6926
E: Michelle.tickles@mosaicco.com | W: www.mosaicco.com

From: Alissa Powers [<mailto:alissa.powers@mymanatee.org>]
Sent: Monday, October 08, 2018 11:21 AM
To: Tickle, Michelle A - FishHawk <Michelle.Tickle@mosaicco.com>; Niec, Bethany R - FishHawk <Bethany.Niec@mosaicco.com>
Subject: RE: Wingate Bridge bond; RLS-2018-0406

CAUTION: External Email.

Michelle,
Here are the final documents with the signature pages formatted and the redline accepted.

Alissa Powers, PWS

Parks and Natural Resources Department
Environmental Program Manager
(941) 742-5980, Ext. 1892
1112 Manatee Avenue West, Suite 203
Bradenton, Florida 34205
www.MyManatee.org/naturalresources

From: Alissa Powers
Sent: Monday, October 08, 2018 8:34 AM
To: Michelle Sims - CF Industries (Michelle.tickles@mosaicco.com) <Michelle.tickles@mosaicco.com>;
Beth Niec (bethany.niec@mosaicco.com) <bethany.niec@mosaicco.com>
Subject: FW: Wingate Bridge bond; RLS-2018-0406

Michelle,
If the changes are acceptable, please provide signed documents for Board approval.

Thank you,

Alissa Powers, PWS

Parks and Natural Resources Department
Environmental Program Manager
(941) 742-5980, Ext. 1892
1112 Manatee Avenue West, Suite 203
Bradenton, Florida 34205
www.MyManatee.org/naturalresources

From: William Clague
Sent: Friday, October 05, 2018 3:44 PM
To: Alissa Powers <alissa.powers@mymanatee.org>

Cc: Robert Brown <rob.brown@mymanatee.org>
Subject: RE: Wingate Bridge bond; RLS-2018-0406

Alissa:

Attached are my redlined changes to the most recent drafts of the Agreement and Bond. Most of them are "clean up", but a few are substantive. I met today with Mosaic's legal counsel and discussed a few minor concerns I have with their changes. While I believe we have things worked out, I do need to run these redlines by them before you schedule them for Board consideration.

William Clague, Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205
(941)745-3750
william.clague@mymanatee.org

From: Alissa Powers
Sent: Monday, September 10, 2018 12:16 PM
To: Robert Brown <rob.brown@mymanatee.org>; William Clague <william.clague@mymanatee.org>
Subject: FW: Wingate Bridge bond

Bill,
Here are Mosaic's revisions to the Duette bridge bond and agreement. If you are okay with the changes, then we will proceed with signatures.

Alissa Powers, PWS
Parks and Natural Resources Department
Environmental Program Manager
(941) 742-5980, Ext. 1892
1112 Manatee Avenue West, Suite 203
Bradenton, Florida 34205
www.MyManatee.org/naturalresources

From: Tickles, Michelle <Michelle.Tickles@mosaicco.com>
Sent: Monday, September 10, 2018 8:55 AM
To: Alissa Powers <alissa.powers@mymanatee.org>
Cc: Niec, Bethany <Bethany.Niec@mosaicco.com>
Subject: FW: Wingate Bridge bond

Alissa,

Attached are the edits and clean merged versions resulting from review with Mosaic Legal and Finance including the August 27th version for the bridge bond.

Regards,

Michelle

<image001.png>

Michelle Tickles | Senior Permitting Specialist
Mosaic Fertilizer LLC | 13830 Circa Crossing Dr. | Lithia, Florida 33547
P: 813.500.6916 | C: 863.245.3089 | F: 813.571.6926
E: Michelle.tickles@mosaicco.com | W: www.mosaicco.com

From: Alissa Powers [<mailto:alissa.powers@mymanatee.org>]
Sent: Thursday, September 06, 2018 9:33 AM
To: Tickles, Michelle A - FishHawk <Michelle.Tickles@mosaicco.com>
Subject: RE: Wingate Bridge bond

CAUTION: External Email.

Michelle,
Where are we with this?

Alissa Powers, PWS
Parks and Natural Resources Department
Environmental Program Manager
(941) 742-5980, Ext. 1892
1112 Manatee Avenue West, Suite 203
Bradenton, Florida 34205
www.MyManatee.org/naturalresources

From: Tickles, Michelle <Michelle.Tickles@mosaicco.com>
Sent: Monday, August 27, 2018 8:42 AM
To: Alissa Powers <alissa.powers@mymanatee.org>
Subject: RE: Wingate Bridge bond

Thanks Alissa, it is now my understanding that Mosaic Legal had a discussion with Bill prior to this and is still reviewing the Agreement. I will forward this to them and get feedback as soon as possible.

Michelle

From: Alissa Powers [<mailto:alissa.powers@mymanatee.org>]
Sent: Friday, August 24, 2018 9:37 AM
To: Tickles, Michelle A - FishHawk <Michelle.Tickles@mosaicco.com>
Subject: Wingate Bridge bond

CAUTION: External Email.

Michelle,
Attached are the final legal documents for the Duette bridge to be completed and signed.

Alissa Powers, PWS
Parks and Natural Resources Department
Environmental Program Manager
(941) 742-5980, Ext. 1892
1112 Manatee Avenue West, Suite 203


Bradenton, Florida 34205

www.MyManatee.org/naturalresources

<BondAgreement_Duette Bridge (jf 101018).docx>

File:	
Assigned To:	

REQUEST FOR LEGAL SERVICES

TO: Mitchell O. Palmer, County Attorney
AUTHORIZED BY: 
Charlie Hunsicker, Director, Parks & Natural Resources Department
SUBJECT: Duette Bridge Replacement Performance Bond - Mosaic Wingate Creek Mine
CONTACT PERSON: Robert Brown, Division Manager EPD, Parks & Natural Resources Department
DATE: August 8, 2018

DEPARTMENT/DIVISION Parks and Natural Resources/Environmental Protection
ACCOUNT KEY: 120.0007800

PROJECT #:
(If applicable)

Service Required: (please circle or underline)		
<u>Review Documents</u>	<u>Draft Document</u>	Written Opinion Requested
Attend Meetings	Advise	Other:

- Brief statement of the nature of the request or problem:** In accordance with Wingate Creek Mine Master Mining Plan (MMP) R-18-012, Mosaic Fertilizer, LLC is offering a Performance Bond and an "Agreement in Conjunction with the Performance Bond" that is consistent with the Manatee County Comprehensive Plan and Manatee County Ordinance 04-39. We are requesting assistance with drafting these documents in accordance with County practices and applicable law.
- Discussion of the implications and the possible impact if not apparent from preceding information:** The draft documents are based on recent earthmoving haul route documents, as a similar documents for phosphate mining permit have not been accepted in many years. The only guidance in Ordinance 04-39 on bonding roadway impacts is located in Article II, Section 2-20-21, Item 17.
- Time considerations and their significance:** Bonds are to be accepted within sixty (60) days of approval of the Operating Permit. The Operating Permit, Resolution R-18-107, was approved by the Board on July 26, 2018.
- Factual background:**
- List and/or attach related documents and known authorities (i.e., statute, ordinance, resolution, administrative code, legal case, contract, lease, letter, memorandum, prior legal opinion, etc.).**

Draft Performance Bond for Duette Bridge Replacement - attached
Draft Agreement in Conjunction with Performance Bond Insuring Compliance with Duette Bridge Replacement
– attached
Phosphate Mining Code, Ordinance 04-39
Comprehensive Plan, Ordinance 89-01, as amended

6. **Relevant prior legal assistance:** Bill Clague has assisted on phosphate related items for the Department.
7. **Name and telephone number of other interested or opposing parties or their counsel:**
Hugh McGuire, McGuire & McGuire, P.A., 941-713-4950
Russell Schweiss, Mosaic Fertilizer, LLC, 813-500-6300
8. **Other (anything else that should be brought to the attention of the County Attorney's Office):**