



April 23, 2026 - Land Use Meeting

Subject

Updates to Agenda- April 16, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 4/16/2026) for the meeting of 4/23/2026 9:00 AM - April 23, 2026 - Land Use Meeting

G. CONSENT AGENDA

Clerk of Circuit Court

1. Approval of the Clerk's Consent Agenda dated April 23, 2026- Revised Resolution attached.

J. ADVERTISED PUBLIC HEARINGS - QUASI-JUDICIAL

Presentations Upon Request

4. Approval and Execution of LDA-24-02 – Local Development Agreement for Crosswind Ranch LDA - PLN2404-0112 - Quasi-Judicial- District 1- Added Executed LDA with exhibits

6. SSP-23-01(R) – RESOLUTION 26-049- North County Middle School- School Site Plan Revision- PLN2312-0016.REV - Alyssa Grove, Planner I - District 1 - Correct typographical error in both Alternative Motions and added Attorney review information to Cover Sheet in strikethrough/underline format.

Presentations Scheduled

7. PDC-24-17(Z)(G) – SR 64/ Uihlein Road Commercial –Albatros 64 Partners – (Owner) Casto Net Lease Properties, LLC and Albatross 64 Partners (Contract Purchaser)– PLN2407-0031 -CJ Mills, Planner II - District 1- Revised Staff Report for include: Alternative Motion for Approval and attachments list to add Findings of Denial Resolution R-26-004 in strikethrough/underline format.

10. PDR-25-20(Z)(G) – Cheyenne Preserve Phase II – Kyle S And Julianne B Giella (Owner) / AMH Development, LLC (Contract Purchaser) – PLN2504-0061- Quasi-Judicial -Lindsey Craig, Planner I - District 1- Revised Staff Report to include: added language to Alternative Motion of Denial, Planning Commission Action, Public Comment and Correspondence in strikethrough/underline format and added Public Comment.

12.Execution of a Impact Fee Credit Agreement with Yort, LLC and 2351 Rye Road, LLC for Mulholland Road Improvements, Scott May, P.E. County Engineer – District 1- Executed Impact Fee Credit Agreement attached.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

RESOLUTION R-25-170* (CORRECTIVE)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING AN APPEAL OF ADMINISTRATIVE DETERMINATION AD-25-10; DENYING THE APPEAL AND AFFIRMING THE ADMINISTRATIVE DETERMINATION AD-25-10; SAID ADMINISTRATIVE DETERMINATION PERTAINING TO APPROXIMATELY 1,204± ACRES OF PROPERTY GENERALLY LOCATED ON OAK KNOLL ROAD, EAST OF COUNTY ROAD 675 AND NORTH OF STATE ROAD 64 EAST, MYAKKA CITY, (MANATEE COUNTY), EAST OF THE FDAB (FUTURE DEVELOPMENT AREA BOUNDARY LINE) IN THE COMPREHENSIVE PLAN; SETTING FORTH FINDINGS INCLUDING SETTING FORTH CONCLUSIONS OF LAW; PROVIDING FOR A LEGAL DESCRIPTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sioux Investment Partners LLC, a Florida limited liability company, Commercial National Properties I, LLC, Commercial National Properties II, LLC, Commercial National Properties, III, LLC, each a Florida limited liability company, and 1105 RANCH I, LLC, a Florida limited liability company, 1105 RANCH II, LLC, a Florida limited liability company, and 1105 RANCH III, LLC, a Florida limited liability company, as successor in interest to Genesis 12:17, LLC. (collectively referred to as “Owners”) of the real property described herein, through Edward Vogler, II, Esq., as their agent (collectively referred to as “Applicants”) have filed an appeal to the Board of County Commissioners of Manatee County, Florida (“Board”) from an administrative determination of the Director of Development Services (Administrative Determination No. 25-10); and

WHEREAS, on February 7, 2025, Katie LaBarr, AICP, Stantec Consulting Services, Inc, on behalf of the Owners, filed a request for a letter of interpretation to the Director of the Development Services Department in regard to a portion of the Comprehensive Plan, specifically Element 2. Future Land Use, Policy 2.1.2.8. (a), asking that the Property be determined to meet the locational criteria, thus making the Property eligible to request the processing of a pending Future Land Use Map Amendment (Application PLN2411-0086) for the Property located east of the FDAB; and

WHEREAS, on February 24, 2025, the Development Services Director issued an Administrative Determination (AD-25-10) finding the Property does not meet the locational criteria of the Comprehensive Plan, Element 2. Future Land Use, Policy 2.1.2.8. (a), thus making the Property ineligible to request the processing of a pending Future Land Use Map Amendment (Application PLN2411-0086) for the Property located east of the FDAB; and

WHEREAS, Applicant timely filed a Notice of Appeal of the Administrative

* This is Resolution is referred to as the “Corrective Resolution R-25-170”.

Determination (AD-25-10) (“Notice of Appeal”) to the Board appealing the finding that the Property does not meet locational criteria in the Comprehensive Plan, Element 2. Future Land Use, Policy 2.1.2.8. (a); and

WHEREAS, Section 370, Land Development Code, and Section C.2.1.1 Introduction, Comprehensive Plan, provide that when an administrative determination of the Department Director has been timely appealed, the Board has the authority to make the final interpretation and shall conduct a public hearing which shall be advertised and conducted in accordance with Section 312, Land Development Code (LDC); and

WHEREAS, the Board, after holding a duly noticed public hearing on November 6, 2025, adopted this Resolution to deny Applicant’s appeal of Administrative Determination (AD-25-10), and affirm the decision of the Department Director regarding the locational criteria in Policy 2.1.2.8.(a), Comprehensive Plan; and

WHEREAS, the Board adopted a Revised Resolution to correct a scrivener’s error reflecting an incorrect adoption date on December 16, 2025, the “Revised Resolution R-25-170”; and

WHEREAS, the Revised Resolution was an incorrect version of the document; and

WHEREAS, the Board adopted a Corrective Resolution on April 23, 2026 identical to Resolution R-25-170 adopted on November 6, 2025, containing an effective date relating back to November 6, 2025; and

WHEREAS, Section 125.022(5), Florida Statutes, provides that a county’s action on the approval or denial of a development permit must be reduced to writing and given to the applicant as written notice of approval or denial, citing the reasons therefor and although this Resolution is not a development permit itself, it relates to pending development applications.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

Section 1. Findings of Fact. The recitals set forth above are true and correct, and are hereby adopted as findings by the Board. The Board, after considering the testimony, evidence, documentation, the Administrative Determination (AD 25-10) of the Director of Development Services, as well as all other matters presented to the Board at the public hearing date hereinafter referenced, hereby makes the following findings of fact:

- A. This Resolution pertains to the Property described in Exhibit “A”, a copy of which is attached hereto and made a part hereof by reference.
- B. The term “Comprehensive Plan” shall mean the version of the Manatee County Comprehensive Plan in effect as of November 6, 2025.
- C. The term “Land Development Code” or “LDC” shall mean the version of the

Manatee County Land Development Code in effect as of November 6, 2025.

- D. The “Property” comprised of approximately 1,204 acres is located generally at Oak Knoll Road, east of CR 675, and north of SR 64 in Myakka City (Manatee County) and is legally described in Exhibit “A”, attached hereto and incorporated herein by reference.
- E. The Property is located east of the Future Development Area Boundary (FDAB) of the Comprehensive Plan.
- F. The Property is located in the AG-R (Agricultural/Rural) Future Land Use Classification and is zoned A (General Agricultural).
- G. The Property is located within the Special Treatment Overlay (ST) and within the Watershed Protection-Lake Manatee Overlay Districts (WP-M) (collectively the “ Lake Manatee Overlay Districts”).
- H. The Board has the final decision-making authority regarding the subject matter of the Notice of Appeal.
- I. There are no other residential subdivisions near the Property.
- J. The Property is located east of Lake Manatee, and north of Lake Manatee State Park (state-owned).
- K. The property to the east and west is zoned CON (Conservation) and A (General Agriculture). Property to the north is zoned CON (Conservation) and property to the south is zoned A (General Agriculture).
- L. The properties surrounding the Project that are zoned CON (Conservation) are owned by the Southwest Florida Water Management District (SWFWMD).
- M. The Applicants have filed an application to amend the Comprehensive Plan, Future Land Use Map, (Application No. PLN2411-0086),, and they have requested Application No. PLN24-11-086 be held in abeyance and not processed by the County while the Appeal is pending. Application No. PLN2411-0086 requests the Future Land Use Classification of the Property be changed from Agriculture/Rural (AG-R) to the UF-3 (Urban Fringe - 3 dwelling units per acre) for the entire 1,204± acres. In the event the Future Land Use Map Amendment is approved, there is a pending application filed by the Applicants to rezone of the Property from the A (General Agriculture) to the PD-R (Planned Development Residential) with a proposed general development plan for the development of approximately 3,611 residential dwelling units (single-family detached, single-family semi-detached, and single family attached units, with no commercial uses proposed) as part of a Large Project Application (hereinafter collectively the “Pending Development Applications”).

- N. The intent of the CON (Conservation Zone District) is to preserve and protect large areas of open space, vegetative habitat, natural drainage systems, aquifer recharge areas, soils, and wildlife habitats located on public property, or on privately held lands as desired by the property owner. Conservation lands are intended primarily for the purpose of preserving natural resources. See Section 401.1.A., LDC.
- O. The intent of the A (General Agriculture) Zone District is to preserve agricultural lands, promote general agricultural economic activity, and allows for the co-existence of other uses generally consistent with agricultural activities. In addition, it is intended that agricultural areas be protected from the encroachment of incompatible uses and that developed be guided within the district. See Section 401.1.C., LDC.
- P. The Property is in the AG-R (Agricultural-Rural) Future Land Use Category of the Comprehensive Plan and thus the following provisions applicable to the AG-R (Agricultural-Rural) Future Land Use Category are relevant:
1. Policy 2.5.1.1, Future Land Use Element, provides:

"Designate those areas in Manatee County which are suited for long-term agriculture as Agriculture/Rural on the Future Land Use Map so as to limit the degree of suburbanization of such lands and reduce uses which may displace agriculture.
- Implementation Mechanism:
- (a) Maintain the Future Development Area Boundary on the adopted Future Land Use Map as the easternmost extent of categories other than Agriculture/Rural, except where described as a permitted exception in Policy 2.1.1.1. above."
- Q. The Watershed Protection-Lake Manatee Overlay is textually described in Comprehensive Plan, Future Land Use, Objective 2.2.2, Policies 2.2.2.1 through 2.2.2.5 with the purpose to maintain and improve the natural and man-made environment and resources in a manner protective of the water supply functions of the Lake Manatee Watershed, which contribute to this preferred potable water source, so as to maintain water quality and quantity within the Lake Manatee and all inflowing watercourses.
- R. Section 403.9, LDC, implements the regulations applicable to the Special Treatment Overlay District to include the environmental characteristics, and the archaeological or historic characteristics in an area which require special treatment to protect them.
- S. Policy 2.1.2.2. Limit urban sprawl by prohibiting all future development in the area east of the established FDAB (see Map N and the Potable

Water/Wastewater Service Areas Map in the Wastewater Sub Element), except as follows:

(6) Lands that have been approved pursuant to Policy 2.1.2.8.

T. Policy 2.1.2.8. Permit development east of the Future Development Area Boundary (FDAB) in areas meeting the following criteria:

(a) A portion of the area to be developed is coterminous and contiguous to the FDAB or contiguous and coterminous to lands that have been approved pursuant to this Policy. (emphasis added)

NOTE: Subparagraphs (b)-(g) omitted for brevity, since the subject Administrative Determination pertains only to the locational criteria in Subparagraph (a).

U. The western boundary of the Property is located approximately 2.76 miles (linear distance) from the Future Development Area Boundary (FDAB) traversing across the Manatee River and its tributaries.

V. The western boundary of the Property is located approximately 3.87 miles traversing along the north boundary of Lake Manatee and its tributaries.

W. In excess of 30 parcels of real property separate the Project from the Future Development Area Boundary (FDAB).

X. The width of Lake Manatee measured from the Future Development Area Boundary (FDAB) is approximately 3,539 feet (0.67 miles).

Y. The two (2) previously approved projects on lands east of the Future Development Area Boundary (FDAB) that have been approved pursuant to Policy 2.1.2.8, Future Land Use Element, Comprehensive Plan are generally described as the Taylor Ranch Project (Ordinance No. PDR-21-27(Z)(G)) and the East River Project (Ordinance No. PDMU-22-17(Z)(G)).

Z. The distance between the southwest boundary of the Property and the most northwestern boundary of the two previously approved Projects east of the FDAB is approximately 8,137 feet (1.54 miles).

AA. Policy 2.1.2.7., Future Land Use Element, Comprehensive Plan, provides: "Review all proposed development for compatibility and appropriate timing of development. The analysis shall include the following:

- Consideration of existing development patterns;

- Types of land uses;
- Transition between land uses;
- Density and intensity of land uses;
- Natural features;
- Approved development in the area;
- Availability of adequate roadways;
- Adequate centralized water and sewer facilities;
- Other necessary infrastructure and services;
- Limiting urban sprawl;
- Applicable specific area plans;
- (See also policies under Objective 2.6.1 – 2.6.3)."

BB.Policy 2.2.1.6, Future Land Use Element, Comprehensive Plan provides: "The land development regulations may restrict development potential to less than the maximum provided for in this Comprehensive Plan, to address land use compatibility, public facility and natural resource considerations as identified in this Comprehensive Plan. Furthermore, nothing in this Comprehensive Plan shall guarantee the achievement of maximum development potential, noted in this element and the Future Land Use Map." (emphasis added)

CC.Objective 2.9.1., Future Land Use Element, Comprehensive Plan, Strong Communities, provides: "Create and maintain communities which are characterized by their:

- Connection, integration, and compatibility with surrounding land uses;
- Community spaces and focal points;
- Protection of the natural environment;
- Connection and integration of pedestrian, bicycle, and vehicular systems;
- Usable open spaces, and public access to water features;
- Unifying design elements and features;
- Variety of housing stock;

- Pedestrian oriented structures, and pedestrian friendly design; and
- Connection to recreational facilities, schools, adjacent neighborhoods, employment opportunities and commercial uses."

DD. Section 200, Definitions, LDC, defines "Compatible" to mean "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

Section 2. Conclusions of Law. Based upon the prior Findings of Fact and considering the testimony, evidence, documentation, the staff report presented, and a review of the applicable provisions of the Comprehensive Plan, and the LDC, the Board hereby makes the following Conclusions of Law:

- A. The Applicants have failed to meet their burden of proof to demonstrate by substantial competent evidence that Administrative Determination (AD-25-10) was in error, and Administrative Determination (AD-25-10) is hereby affirmed.
- B. The Board specifically denies the Appeal of Administrative Determination No. 25-10 based upon the specific factual and legal conclusions set forth in this Resolution, and the public hearing record.

Section 3. Description of the Property. This Resolution applies to that certain real property owned by Applicants and referred to by the Manatee County Property Appraiser's Office as Parcel ID 272901509, Parcel ID 272901609, and Parcel ID 272901459 and is comprised of approximately 1,204± acres located generally at Oak Knoll Road, east of CR 675, and north of SR 64 in Myakka City, Florida and described in Exhibit "A".

Section 4. Severability. It is hereby declared to be the intention of the Board that the phrases, clauses, sentences, paragraphs, and sections in this Resolution be deemed severable, and if any phrase, clause, sentence, paragraph or section hereof is declared unconstitutional or otherwise invalid by the valid judgment of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution.

Section 5. Repeal of Resolution In Conflict: The Revised Resolution R-25-170 adopted by the Board on December 16, 2025 is hereby repealed.

Section 6. Effective Date. The effective date of this Corrective Resolution shall be deemed to relate back to the date of adoption of Resolution R-25-170 on November 6, 2025.

DULY ADOPTED with a quorum present and voting this _____ day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

**ATTEST:ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER**

By: _____
Deputy Clerk

EXHIBIT A

Parcel ID #272901509

THAT PART OF THE FOLLOWING LANDS LYING WITHIN THE DUETTE FIRE & RESCUE DISTRICT: SOUTH PARCEL: A PARCEL OF LAND LOCATED IN SECTIONS 22, 23, 27, 28 & 34, TWN 34S RNG 20E MANATEE COUNTY, FL, BEING A PORTION OF LANDS DESC IN INST# 202141093583 PRMCFL BEING MORE PARTICULARLY DESC AS FOLLOWS: BEG AT THE NW COR SW1/4 OF THE SE1/4 OF SD SEC 27; TH ALG THE S LN OF THE NE1/4 OF THE SW1/4 OF SD SEC 27, N 89 DEG 06 MIN 12 SEC W, A DIST OF 1335.39 FT TO THE SW COR OF THE NE1/4 OF THE SW1/4 OF SD SEC 27; TH ALG THE S LN OF THE NW1/4 OF THE SW1/4 OF SD SEC 27, N 88 DEG 56 MIN 05 SEC W, A DIST OF 839.52 FT TO THE E R/W LN OF RUTLAND RD (CR 675)(VARIABLE-WIDTH R/W PER R/W MAP SEC13510-2602 AND DB 251/135 PRMCFL) TH ALG SD E R/W LN THE FOLLOWING SIX (6) COURSES: 1) N 33 DEG 58 MIN 26 SEC W, A DIST OF 1685.91 FT TO A POINT OF CURVATURE; 2) NWLY ALG THE ARC OF A CURVE TO THE LEFT (SD CURVE HAVING A RAD OF 34427.48 FT, A C/A OF 01 DEG 02 MIN 00 SEC AND A C/B AND DIST OF N 34 DEG 29 MIN 28 SEC W, 620.89 FT) FOR AN ARC DIST OF 620.90 FT TO A PT OF TANGENCY; 3) N 35 DEG 00 MIN 28 SEC W, A DIST OF 537.66 FT; 4) N 54 DEG 59 MIN 32 SEC E, A DIST OF 30.00 FT; 5) N 35 DEG 00 MIN 28 SEC W, A DIST OF 43.43 FT TO A PT OF CURVATURE; 6) NWLY ALG TH ARC OF A CURVE TO THE LEFT (SD CURVE HAVING A RAD OF 2944.88 FT, A C/A OF 01 DEG 04 MIN 57 SEC AND A C/B AN DIST OF N 35 DEG 32 MIN 57 SEC W, 55.64 FT) FOR AN ARC DIST OF 55.64 FT TO THE S LN OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149 AND OR 1795/1541 PRMCFL; TH LEAVING SD E R/W LN AND ALG THE S LN OF SD LANDS OF SW FL WATER MANAGEMENT DISTRICT THE FOLLOWING TWENTY-NINE (29) COURSES: 1) S 89 DEG 10 MIN 20 SEC E, A DIST OF 240.30 FT; 2) N 07 DEG 16 MIN 11 SEC E, A DIST OF 193.36 FT; 3) N 59 DEG 24 MIN 02 SEC E, A DIST OF 392.22 FT; 4) N 71 DEG 35 MIN 36 SEC E, A DIST OF 223.87 FT; 5) N 58 DEG 08 MIN 01 SEC E, A DIST OF 391.90 FT; 6) N 81 DEG 38 MIN 26 SEC E, A DIST OF 161.08 FT; 7) N 89 DEG 23 MIN 46 SEC E, A DIST OF 497.83 FT; 8) N 68 DEG 58 MIN 09 SEC E, A DIST OF 229.33; 9) N 15 DEG 36 MIN 27 SEC W, A DIST OF 88.58 FT; 10) N 27 DEG 11 MIN 17 SEC E, A DIST OF 120.32; 11) N 33 DEG 59 MIN 55 SEC E, A DIST OF 88.65 FT; 12) N 58 DEG 13 MIN 08 SEC E, A DIST OF 110.08 FT; 13) N 70 DEG 48 MIN 12 SEC E, A DIST OF 345.95 FT; 14) N 07 DEG 40 MIN 04 SEC E, A DIST OF 111.97 FT; 15) N 00 DEG 49 MIN 27 SEC W, A DIST OF 183.92 FT; 16) N 54 DEG 37 MIN 24 SEC E, A DIST OF 301.83 FT; 17) N 72 DEG 17 MIN 43 SEC E, A DIST OF 141.17 FT; 18) N 89 DEG 19 MIN 43 SEC E, A DIST OF 342.25 FT; 19) N 00 DEG 27 MIN 51 SEC W, A DIST OF 22.51 FT; 20) N 88 DEG 18 MIN 44 SEC E, A DIST OF 217.24 FT; 21) N 45 DEG 48 MIN 08 SEC E, A DIST OF 510.10 FT; 22) N 00 DEG 26 MIN 19 SEC W, A DIST OF 634.00 FT; 23) N 17 DEG 22 MIN 55 SEC E, A DIST OF 143.18 FT; 24) N 37 DEG 26 MIN 14 SEC E, A DIST OF 214.05 FT; 25) N 89 DEG 14 MIN 46 SEC E, A DIST OF 107.20 FT; 26) N 61 DEG 42 MIN 38 SEC E, A DIST OF 345.92 FT; 27) S 81 DEG 27 MIN 44 SEC E, A DIST OF 280.66 FT; 28) N 47 DEG 58 MIN 42 SEC E, A DIST OF 713.62 FT; 29) N 01 DEG 24 MIN 08 SEC E, A DIST OF 239.72 FT TO THE S LN OF LANDS OF MANATEE COUNTY , FL, DESC IN OR 294/102 AND OR 305/669 PRMCFL; TH ALG SD S LN THE FOLLOWING NINETEEN (19) COURSES: 1) N 59 DEG 29 MIN 25 SEC E, A DIST OF 196.14 FT; 2) N 05 DEG 42 MIN 55 SEC E, A DIST OF 204.16 FT; 3) S 70 DEG 30 MIN 48

SEC E, A DIST OF 479.64 FT; 4) S 41 DEG 47 MIN 41 SEC E, A DIST OF 124.17 FT; 5) N 43 DEG 36 MIN 46 SEC E, A DIST OF 131.21 FT; 6) S 42 DEG 41 MIN 22 SEC E, A DIST OF 354.12 FT; 7) S 71 DEG 29 MIN 49 SEC E, A DIST OF 336.11 FT; 8) S 36 DEG 26 MIN 22 SEC E, A DIST OF 410.90 FT; 9) S 53 DEG 22 MIN 58 SEC E, A DIST OF 200.42 FT; 10) N 39 DEG 10 MIN 23 SEC E, A DIST OF 264.38 FT; 11) S 61 DEG 37 MIN 05 SEC E, A DIST OF 261.73 FT; 12) S 14 DEG 56 MIN 41 SEC E, A DIST OF 97.51 FT; 13) S 79 DEG 48 MIN 41 SEC E, A DIST OF 114.54 FT; 14) N 01 DEG 54 MIN 22 SEC W, A DIST OF 96.00 FT; 15) S 58 DEG 59 MIN 11 SEC E, A DIST OF 218.50 FT; 16) S 06 DEG 55 MIN 18 SEC W, A DIST OF 188.37 FT; 17) N 48 DEG 49 MIN 58 SEC E, A DIST OF 235.64 FT; 18) S 69 DEG 39 MIN 12 SEC E, A DIST OF 182.58 FT; 19) N 50 DEG 17 MIN 13 SEC E, A DIST OF 54.12 FT TO THE N LN OF LANDS OF MANATEE COUNTY, FL, DESC IN OR 294/10 AND OR 305/669 PRMCFL; TH ALG SD N LN THE FOLLOWING SIX (6) COURSES: 1) N 60 DEG 11 MIN 29 SEC W, A DIST OF 287.48 FT; 2) N 75 DEG 30 MIN 59 SEC W, A DIST OF 200.16 FT; 3) N 63 DEG 21 MIN 46 SEC W, A DIST OF 387.16 FT; 4) N 79 DEG 28 MIN 09 SEC W, A DIST OF 314.03 FT; 5) S 60 DEG 58 MIN 58 SEC W, A DIST OF 168.39 FT; 6) N 16 DEG 24 MIN 42 SEC W, A DIST OF 328.18 FT; TH LEAVING SD N LN, N 43 DEG 35 MIN 12 SEC E, A DIST OF 459.99 FT; TH S 89 DEG 17 MIN 03 SEC E, A DIST OF 2119.09 FT; TH S 05 32 MIN 32 SEC E, A DIST OF 328.37 FT; TH N 85 DEG 14 MIN 32 SEC E, A DIST OF 280.36 FT; TH N 34 DEG 01 MIN 34 SEC E, DIST OF 798.19 FT; TH N 26 DEG 09 MIN 46 SEC E, A DIST OF 222.25 FT TO THE S LN OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149 PRMCFL; TH ALG S LN THE FOLLOWING FOUR (4) COURSES: 1) S 89 DEG 06 MIN 30 SEC E, A DIST OF 294.15 FT; 2) S 03 DEG 46 MIN 39 SEC E, A DIST OF 728.83 FT; 3) N 84 DEG 42 MIN 47 SEC E, A DIST OF 1157.42 FT; 4) S 80 DEG 48 MIN 30 SEC E, A DIST OF 357.60 FT TO THE W LN OF LANDS OF JOHN FALKNER LLC (NO DEED REFERENCE); TH ALG SD W LN S 01 DEG 09 MIN 45 SEC W, A DIST OF 1201.67 FT TO THE N LN OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149; TH ALG THE N AND W LNS OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149 AND ALG THE W LN OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149 PRMCFL, THE FOLLOWING FIFTEEN (15) COURSES: 1) N 89 DEG 47 MIN 37 SEC W, A DIST OF 985.28 FT; 2) S 89 DEG 11 MIN 28 SEC W, A DIST OF 1624.41 FT; 3) S 66 DEG 25 MIN 11 SEC W, A DIST OF 276.22 FT; 4) N 82 DEG 57 MIN 30 SEC W, A DIST OF 1015.19 FT; 5) N 73 DEG 17 MIN 41 SEC W, A DIST OF 1095.19 FT; 6) S 50 DEG 03 MIN 12 SEC W, A DIST OF 140.40 FT; 7) S 06 DEG 18 MIN 23 SEC E, A DIST OF 169.26 FT; 8) S 06 DEG 40 MIN 58 SEC W, A DIST OF 1377.44 FT; 9) N 89 DEG 05 MIN 14 SEC W, A DIST OF 1288.90 FT; 10) S 01 DEG 09 MIN 40 SEC W, A DIST OF 1312.14 FT; 11) N 89 DEG 36 MIN 31 SEC W, A DIST OF 166.24 FT; 12) S 00 DEG 37 MIN 10 SEC W, A DIST OF 2655.95 FT; 13) S 86 DEG 15 MIN 17 SEC W, A DIST OF 46.60 FT; 14) S 00 DEG 14 MIN 19 SEC W, A DIST OF 1905.05 FT; 15) S 78 DEG 20 MIN 16 SEC E, A DIST OF 20.09 FT TO THE W LN OF LANDS DESC IN OR 2142/1371 PRMCFL; TH ALG SD W LN TH FOLLOWING THREE (3) COURSES: 1) S 09 DEG 29 MIN 57 SEC W, A DIST OF 44.24 FT; 2) S 47 DEG 28 MIN 29 SEC W, A DIST OF 39.00 FT; 3) S 00 DEG 23 MIN 50 SEC W, A DIST OF 951.14 FT TO THE S LN OF THE NE1/4 OF SEC 34, TWN 34S, RNG 20E; TH ALG SD S LN, N 89 DEG 00 MIN 38 SEC W, A DIST OF 1346.50 FT TO THE SW COR OF THE NE1/4 OF SD SEC 34; TH ALG THE W LN OF NE1/4 OF SD SEC 34 THE FOLLOWING THREE (3) COURSES: 1) N 00 DEG 51 MIN 43 SEC E, A DIST OF 402.65 FT; 2) N 00 DEG 50 MIN 49 SEC E, A DIST OF 402.45 FT; 3) N 00 DEG 42 MIN 09 SEC E, A DIST OF 805.57 FT TO THE SW COR OF THE SE1/4 OF SEC

27, TWN 34S, RNG 20E; TH ALG THE W LN OF THE SE1/4 OF SD SEC 27, N 00 DEG 42 MIN 22 SEC E, A DIST OF 1327.37 FT TO THE POB. PI #2729.0150/9

Parcel ID #272901459

SOUTH PARCEL: A PARCEL OF LAND LOCATED IN SECTIONS 22, 23, 27, 28 & 34, TWN 34S RNG 20E MANATEE COUNTY, FL, BEING A PORTION OF LANDS DESC IN INST# 202141093583 PRMCFL BEING MORE PARTICULARLY DESC AS FOLLOWS: BEG AT THE NW COR SW1/4 OF THE SE1/4 OF SD SEC 27; TH ALG THE S LN OF THE NE1/4 OF THE SW1/4 OF SD SEC 27, N 89 DEG 06 MIN 12 SEC W, A DIST OF 1335.39 FT TO THE SW COR OF THE NE1/4 OF THE SW1/4 OF SD SEC 27; TH ALG THE S LN OF THE NW1/4 OF THE SW1/4 OF SD SEC 27, N 88 DEG 56 MIN 05 SEC W, A DIST OF 839.52 FT TO THE E R/W LN OF RUTLAND RD (CR 675)(VARIABLE-WIDTH R/W PER R/W MAP SEC13510-2602 AND DB 251/135 PRMCFL) TH ALG SD E R/W LN THE FOLLOWING SIX (6) COURSES: 1) N 33 DEG 58 MIN 26 SEC W, A DIST OF 1685.91 FT TO A POINT OF CURVATURE; 2) NWLY ALG THE ARC OF A CURVE TO THE LEFT (SD CURVE HAVING A RAD OF 34427.48 FT, A C/A OF 01 DEG 02 MIN 00 SEC AND A C/B AND DIST OF N 34 DEG 29 MIN 28 SEC W, 620.89 FT) FOR AN ARC DIST OF 620.90 FT TO A PT OF TANGENCY; 3) N 35 DEG 00 MIN 28 SEC W, A DIST OF 537.66 FT; 4) N 54 DEG 59 MIN 32 SEC E, A DIST OF 30.00 FT; 5) N 35 DEG 00 MIN 28 SEC W, A DIST OF 43.43 FT TO A PT OF CURVATURE; 6) NWLY ALG TH ARC OF A CURVE TO THE LEFT (SD CURVE HAVING A RAD OF 2944.88 FT, A C/A OF 01 DEG 04 MIN 57 SEC AND A C/B AN DIST OF N 35 DEG 32 MIN 57 SEC W, 55.64 FT) FOR AN ARC DIST OF 55.64 FT TO THE S LN OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149 AND OR 1795/1541 PRMCFL; TH LEAVING SD E R/W LN AND ALG THE S LN OF SD LANDS OF SW FL WATER MANAGEMENT DISTRICT THE FOLLOWING TWENTY-NINE (29) COURSES: 1) S 89 DEG 10 MIN 20 SEC E, A DIST OF 240.30 FT; 2) N 07 DEG 16 MIN 11 SEC E, A DIST OF 193.36 FT; 3) N 59 DEG 24 MIN 02 SEC E, A DIST OF 392.22 FT; 4) N 71 DEG 35 MIN 36 SEC E, A DIST OF 223.87 FT; 5) N 58 DEG 08 MIN 01 SEC E, A DIST OF 391.90 FT; 6) N 81 DEG 38 MIN 26 SEC E, A DIST OF 161.08 FT; 7) N 89 DEG 23 MIN 46 SEC E, A DIST OF 497.83 FT; 8) N 68 DEG 58 MIN 09 SEC E, A DIST OF 229.33; 9) N 15 DEG 36 MIN 27 SEC W, A DIST OF 88.58 FT; 10) N 27 DEG 11 MIN 17 SEC E, A DIST OF 120.32; 11) N 33 DEG 59 MIN 55 SEC E, A DIST OF 88.65 FT; 12) N 58 DEG 13 MIN 08 SEC E, A DIST OF 110.08 FT; 13) N 70 DEG 48 MIN 12 SEC E, A DIST OF 345.95 FT; 14) N 07 DEG 40 MIN 04 SEC E, A DIST OF 111.97 FT; 15) N 00 DEG 49 MIN 27 SEC W, A DIST OF 183.92 FT; 16) N 54 DEG 37 MIN 24 SEC E, A DIST OF 301.83 FT; 17) N 72 DEG 17 MIN 43 SEC E, A DIST OF 141.17 FT; 18) N 89 DEG 19 MIN 43 SEC E, A DIST OF 342.25 FT; 19) N 00 DEG 27 MIN 51 SEC W, A DIST OF 22.51 FT; 20) N 88 DEG 18 MIN 44 SEC E, A DIST OF 217.24 FT; 21) N 45 DEG 48 MIN 08 SEC E, A DIST OF 510.10 FT; 22) N 00 DEG 26 MIN 19 SEC W, A DIST OF 634.00 FT; 23) N 17 DEG 22 MIN 55 SEC E, A DIST OF 143.18 FT; 24) N 37 DEG 26 MIN 14 SEC E, A DIST OF 214.05 FT; 25) N 89 DEG 14 MIN 46 SEC E, A DIST OF 107.20 FT; 26) N 61 DEG 42 MIN 38 SEC E, A DIST OF 345.92 FT; 27) S 81 DEG 27 MIN 44 SEC E, A DIST OF 280.66 FT; 28) N 47 DEG 58 MIN 42 SEC E, A DIST OF 713.62 FT; 29) N 01 DEG 24 MIN 08 SEC E, A DIST OF 239.72 FT TO THE S LN OF LANDS OF MANATEE COUNTY, FL, DESC IN OR 294/102 AND OR 305/669 PRMCFL; TH ALG SD S LN THE FOLLOWING NINETEEN (19) COURSES: 1) N 59 DEG 29 MIN 25 SEC E, A DIST OF 196.14 FT; 2) N 05 DEG 42 MIN 55 SEC E, A DIST OF 204.16 FT; 3) S 70 DEG 30 MIN 48

SEC E, A DIST OF 479.64 FT; 4) S 41 DEG 47 MIN 41 SEC E, A DIST OF 124.17 FT; 5) N 43 DEG 36 MIN 46 SEC E, A DIST OF 131.21 FT; 6) S 42 DEG 41 MIN 22 SEC E, A DIST OF 354.12 FT; 7) S 71 DEG 29 MIN 49 SEC E, A DIST OF 336.11 FT; 8) S 36 DEG 26 MIN 22 SEC E, A DIST OF 410.90 FT; 9) S 53 DEG 22 MIN 58 SEC E, A DIST OF 200.42 FT; 10) N 39 DEG 10 MIN 23 SEC E, A DIST OF 264.38 FT; 11) S 61 DEG 37 MIN 05 SEC E, A DIST OF 261.73 FT; 12) S 14 DEG 56 MIN 41 SEC E, A DIST OF 97.51 FT; 13) S 79 DEG 48 MIN 41 SEC E, A DIST OF 114.54 FT; 14) N 01 DEG 54 MIN 22 SEC W, A DIST OF 96.00 FT; 15) S 58 DEG 59 MIN 11 SEC E, A DIST OF 218.50 FT; 16) S 06 DEG 55 MIN 18 SEC W, A DIST OF 188.37 FT; 17) N 48 DEG 49 MIN 58 SEC E, A DIST OF 235.64 FT; 18) S 69 DEG 39 MIN 12 SEC E, A DIST OF 182.58 FT; 19) N 50 DEG 17 MIN 13 SEC E, A DIST OF 54.12 FT TO THE N LN OF LANDS OF MANATEE COUNTY, FL, DESC IN OR 294/10 AND OR 305/669 PRMCFL; TH ALG SD N LN THE FOLLOWING SIX (6) COURSES: 1) N 60 DEG 11 MIN 29 SEC W, A DIST OF 287.48 FT; 2) N 75 DEG 30 MIN 59 SEC W, A DIST OF 200.16 FT; 3) N 63 DEG 21 MIN 46 SEC W, A DIST OF 387.16 FT; 4) N 79 DEG 28 MIN 09 SEC W, A DIST OF 314.03 FT; 5) S 60 DEG 58 MIN 58 SEC W, A DIST OF 168.39 FT; 6) N 16 DEG 24 MIN 42 SEC W, A DIST OF 328.18 FT; TH LEAVING SD N LN, N 43 DEG 35 MIN 12 SEC E, A DIST OF 459.99 FT; TH S 89 DEG 17 MIN 03 SEC E, A DIST OF 2119.09 FT; TH S 05 32 MIN 32 SEC E, A DIST OF 328.37 FT; TH N 85 DEG 14 MIN 32 SEC E, A DIST OF 280.36 FT; TH N 34 DEG 01 MIN 34 SEC E, DIST OF 798.19 FT; TH N 26 DEG 09 MIN 46 SEC E, A DIST OF 222.25 FT TO THE S LN OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149 PRMCFL; TH ALG S LN THE FOLLOWING FOUR (4) COURSES: 1) S 89 DEG 06 MIN 30 SEC E, A DIST OF 294.15 FT; 2) S 03 DEG 46 MIN 39 SEC E, A DIST OF 728.83 FT; 3) N 84 DEG 42 MIN 47 SEC E, A DIST OF 1157.42 FT; 4) S 80 DEG 48 MIN 30 SEC E, A DIST OF 357.60 FT TO THE W LN OF LANDS OF JOHN FALKNER LLC (NO DEED REFERENCE); TH ALG SD W LN S 01 DEG 09 MIN 45 SEC W, A DIST OF 1201.67 FT TO THE N LN OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149; TH ALG THE N AND W LNS OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149 AND ALG THE W LN OF LANDS OF SW FL WATER MANAGEMENT DISTRICT AS DESC IN OR 1580/7149 PRMCFL, THE FOLLOWING FIFTEEN (15) COURSES: 1) N 89 DEG 47 MIN 37 SEC W, A DIST OF 985.28 FT; 2) S 89 DEG 11 MIN 28 SEC W, A DIST OF 1624.41 FT; 3) S 66 DEG 25 MIN 11 SEC W, A DIST OF 276.22 FT; 4) N 82 DEG 57 MIN 30 SEC W, A DIST OF 1015.19 FT; 5) N 73 DEG 17 MIN 41 SEC W, A DIST OF 1095.19 FT; 6) S 50 DEG 03 MIN 12 SEC W, A DIST OF 140.40 FT; 7) S 06 DEG 18 MIN 23 SEC E, A DIST OF 169.26 FT; 8) S 06 DEG 40 MIN 58 SEC W, A DIST OF 1377.44 FT; 9) N 89 DEG 05 MIN 14 SEC W, A DIST OF 1288.90 FT; 10) S 01 DEG 09 MIN 40 SEC W, A DIST OF 1312.14 FT; 11) N 89 DEG 36 MIN 31 SEC W, A DIST OF 166.24 FT; 12) S 00 DEG 37 MIN 10 SEC W, A DIST OF 2655.95 FT; 13) S 86 DEG 15 MIN 17 SEC W, A DIST OF 46.60 FT; 14) S 00 DEG 14 MIN 19 SEC W, A DIST OF 1905.05 FT; 15) S 78 DEG 20 MIN 16 SEC E, A DIST OF 20.09 FT TO THE W LN OF LANDS DESC IN OR 2142/1371 PRMCFL; TH ALG SD W LN TH FOLLOWING THREE (3) COURSES: 1) S 09 DEG 29 MIN 57 SEC W, A DIST OF 44.24 FT; 2) S 47 DEG 28 MIN 29 SEC W, A DIST OF 39.00 FT; 3) S 00 DEG 23 MIN 50 SEC W, A DIST OF 951.14 FT TO THE S LN OF THE NE1/4 OF SEC 34, TWN 34S, RNG 20E; TH ALG SD S LN, N 89 DEG 00 MIN 38 SEC W, A DIST OF 1346.50 FT TO THE SW COR OF THE NE1/4 OF SD SEC 34; TH ALG THE W LN OF NE1/4 OF SD SEC 34 THE FOLLOWING THREE (3) COURSES: 1) N 00 DEG 51 MIN 43 SEC E, A DIST OF 402.65 FT; 2) N 00 DEG 50 MIN 49 SEC E, A DIST OF 402.45 FT; 3) N 00 DEG 42 MIN 09 SEC E, A DIST OF 805.57 FT TO THE SW COR OF THE SE1/4 OF SEC

27, TWN 34S, RNG 20E; TH ALG THE W LN OF THE SE1/4 OF SD SEC 27, N 00 DEG 42 MIN 22 SEC E, A DIST OF 1327.37 FT TO THE POB: LESS LANDS LYING IN THE DUETTE FIRE & RESCUE DISTRCT; ALSO LESS LANDS LYING IN THE EAST MANATEE FIRE RESCUE DISTRICT; PI #2729.0145/9

Parcel ID #272901609

NORTH PARCEL 3: A PARCEL OF LAND LOCATED IN SECS 14, 15, 22 AND 23, TWN 34 S, RNG 20 E, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESC IN OR DOCUMENT #202141093583, PRMCF, BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NW COR OF THE SW 1/4 OF THE SE 1/4 OF SD SEC 27; TH ALG THE S LN OF THE NE 1/4 OF THE SW 1/4 OF SD SEC 27, N 89 DEG 06 MIN 12 SEC W, A DIST OF 1335.39 FT TO THE SW COR OF THE NE 1/4 OF THE SW 1/4 OF SD SEC 27; TH ALG THE S LN OF THE NW 1/4 OF THE SW 1/4 OF SD SEC 27, N 88 DEG 56 MIN 05 SEC W, A DIST OF 839.52 FT TO THE E R/W LN OF RUTLAND ROAD (CR 675) (VARIABLE-WIDTH PUBLIC R/W PER R/W MAP SEC 13510-2602 AND DEED BK 251, PG 135 OF THE PRMCF); TH ALG SD E R/W LN THE FOLLOWING SIX (6) COURSES: 1) N 33 DEG 58 MIN 26 SEC W, A DIST OF 1685.91 FT TO A PC; 2) NWLY ALG THE ARC OF A CURVE TO THE LEFT (SD CURVE HAVING A RAD OF 34427.48 FT, A C/A OF 01 DEG 02 MIN 00 SEC AND A C/B AND DIST OF N 34 DEG 29 MIN 28 SEC W, 620.89 FT) FOR AN ARC DIST OF 620.90 FT TO A P.T.; 3) N 35 DEG 00 MIN 28 SEC W, A DIST OF 537.66 FT; 4) N 54 DEG 59 MIN 32 SEC E, A DIST OF 30.00 FT; 5) N 35 DEG 00 MIN 28 SEC W, A DIST OF 43.43 FT TO A PC; 6) NWLY ALG THE ARC OF A CURVE TO THE LEFT (SD CURVE HAVING A RAD OF 2944.88 FT, A C/A OF 01 DEG 04 MIN 57 SEC AND A C/B AND DIST OF N 35 DEG 32 MIN 57 SEC W, 55.64 FT) FOR AN ARC DIST OF 55.64 FT TO THE S LN OF LANDS OF SW FLORIDA WATER MANAGEMENT DISTRICT AS DESC IN OR BK 1580, PG 7149 AND OR BK 1795, PG 1541, PRMCF; TH LEAVING SD E R/W LN AND ALG THE S LN OF SD LANDS OF SW FLORIDA WATER MANAGEMENT DISTRICT THE FOLLOWING TWENTY-NINE (29) COURSES: 1) S 89 DEG 10 MIN 20 SEC E, A DIST OF 240.30 FT; 2) N 07 DEG 16 MIN 11 SEC E, A DIST OF 193.36 FT; 3) N 59 DEG 24 MIN 02 SEC E, A DIST OF 392.22 FT; 4) N 71 DEG 35 MIN 36 SEC E, A DIST OF 223.87 FT; 5) N 58 DEG 08 MIN 01 SEC E, A DIST OF 391.90 FT; 6) N 81 DEG 38 MIN 26 SEC E, A DIST OF 161.08 FT; 7) N 89 DEG 23 MIN 46 SEC E, A DIST OF 497.83 FT; 8) N 68 DEG 58 MIN 09 SEC E, A DIST OF 229.33 FT; 9) N 15 DEG 36 MIN 27 SEC W, A DIST OF 88.58 FT; 10) N 27 DEG 11 MIN 17 SEC E, A DIST OF 120.32 FT; 11) N33 DEG 59 MIN 55 SEC E, A DIST OF 88.65 FT; 12) N 58 DEG 13 MIN 08 SEC E, A DIST OF 110.08 FT; 13) N 70 DEG 48 MIN 12 SEC E, A DIST OF 345.95 FT; 14) N 07 DEG 40 MIN 04 SEC E, A DIST OF 111.97 FT; 15) N 00 DEG 49 MIN 27 SEC W, A DIST OF 183.92 FT; 16) N 54 DEG 37 MIN 24 SEC E, A DIST OF 301.83 FT; 17) N 72 DEG 17 MIN 43 SEC E, A DIST OF 141.17 FT; 18) N 89 DEG 19 MIN 43 SEC E, A DIST OF 342.25 FT; 19) N 00 DEG 27 MIN 51 SEC W, A DIST OF 22.51 FT; 20) N 88 DEG 18 MIN 44 SEC E, A DIST OF 217.24 FT; 21) N 45 DEG 48 MIN 08 SEC E, A DIST OF 510.10 FT; 22) N 00 DEG 26 MIN 19 SEC W, A DIST OF 634.00 FT; 23) N 17 DEG 22 MIN 55 SEC E, A DIST OF 143.18 FT; 24) N 37 DEG 26 MIN 14 SEC E, A DIST OF 214.05 FT; 25) N 89 DEG 14 MIN 46 SEC E, A DIST OF 107.20 FT; 26) N 61 DEG 42 MIN 38 SEC E, A DIST OF 345.92 FT; 27) S 81 DEG 27 MIN 44 SEC E, A DIST OF 280.66 FT; 28) N 47 DEG 58 MIN 42 SEC E, A DIST OF 713.62 FT; 29) N

01 DEG 24 MIN 08 SEC E, A DIST OF 239.72 FT TO THE S LN OF LANDS OF MANATEE COUNTY, FLORIDA, DESC IN OR BK 294, PG 102 AND OR BK 305, PG 669, PRMCF; TH ALG THE S LN OF SD LANDS OF MANATEE COUNTY THE FOLLOWING TWO (2) COURSES: 1) N 59 DEG 29 MIN 25 SEC E, A DIST OF 196.14 FT; 2) N 05 DEG 42 MIN 55 SEC E, A DIST OF 204.16 FT; TH LEAVING SD S LN, N 07 DEG 25 MIN 59 SEC E, A DIST OF 112.74 FT TO THE E LN OF SD LANDS OF MANATEE COUNTY AND THE POB; TH ALG THE E LN OF SD LANDS OF MANATEE COUNTY THE FOLLOWING FIFTEEN (15) COURSES: 1) N 20 DEG 03 MIN 22 SEC E, A DIST OF 236.88 FT; 2) N 46 DEG 43 MIN 07 SEC E, A DIST OF 245.71 FT; 3) N 07 DEG 17 MIN 28 SEC E, A DIST OF 407.37 FT; 4) N 34 DEG 20 MIN 22 SEC E, A DIST OF 229.71 FT; 5) N 28 DEG 37 MIN 21 SEC E, A DIST OF 218.50 FT; 6) N 13 DEG 35 MIN 26 SEC E, A DIST OF 346.27 FT; 7) N 43 DEG 31 MIN 27 SEC W, A DIST OF 292.29 FT; 8) N 20 DEG 32 MIN 58 SEC E, A DIST OF 515.45 FT; 9) N 61 DEG 00 MIN 27 SEC E, A DIST OF 312.19 FT; 10) N 77 DEG 33 MIN 17 SEC E, A DIST OF 294.45 FT; 11) N 66 DEG 10 MIN 39 SEC E, A DIST OF 114.88 FT; 12) N 80 DEG 56 MIN 33 SEC E, A DIST OF 428.36 FT; 13) N 19 DEG 53 MIN 37 SEC E, A DIST OF 242.59 FT; 14) N 85 DEG 10 MIN 57 SEC E, A DIST OF 158.76 FT; 15) N 40 DEG 49 MIN 54 SEC E, A DIST OF 18.93 FT TO THE S LN OF LANDS OF SW FLORIDA WATER MANAGEMENT DISTRICT AS DESC IN OR BK 1580, PG 7149, PRMCF; TH ALG SD S LN, S 28 DEG 30 MIN 20 SEC E, A DIST OF 239.75 FT; TH CONTINUE ALG SD S LN AND ALG THE S LN OF LANDS DESC IN OR BK 1628, PG 114, PRMCF, N 89 DEG 09 MIN 33 SEC E, A DIST OF 752.32 FT; TH CONT ALG THE S LN OF SD LANDS DESC IN OR BK 1628, PG 114 THE FOLLOWING THREE (3) COURSES: 1) N 36 DEG 09 MIN 28 SEC E, A DIST OF 539.31 FT; 2) N 55 DEG 43 MIN 45 SEC E, A DIST OF 250.60 FT; 3) S 88 DEG 55 MIN 27 SEC E, A DIST OF 1153.48 FT; TO THE W LN OF SD LANDS OF SW FLORIDA WATER MANAGEMENT DISTRICT; TH ALG SD W LN THE FOLLOWING SIX (6) COURSES: 1) S 01 DEG 52 MIN 45 SEC E, A DIST OF 652.55 FT; 2) S 89 DEG 54 MIN 56 SEC E, A DIST OF 16.97 FT; 3) S 01 DEG 12 MIN 50 SEC W, A DIST OF 1373.44 FT; 4) S 88 DEG 47 MIN 03 SEC E, A DIST OF 272.09 FT; 5) S 11 DEG 06 MIN 18 SEC E, A DIST OF 267.77 FT; 6) S 21 DEG 43 MIN 40 SEC W, A DIST OF 571.09 FT; TH LEAVING SD W LN, S 26 DEG 09 MIN 46 SEC W, A DIST OF 222.25 FT; TH S 34 DEG 01 MIN 34 SEC W, A DIST OF 798.19 FT; TH S 85 DEG 14 MIN 32 SEC W, A DIST OF 280.36 FT; TH N 05 DEG 32 MIN 32 SEC W, A DIST OF 328.37 FT; TH N 89 DEG 17 MIN 03 SEC W, A DIST OF 2119.09 FT; TH S 43 DEG 35 MIN 12 SEC W, A DIST OF 459.99 FT TO THE N LN OF SD LANDS OF MANATEE COUNTY; TH ALG SD N LN THE FOLLOWING FOUR (4) COURSES: 1) N 82 DEG 00 MIN 11 SEC W, A DIST OF 490.00 FT; 2) N 20 DEG 59 MIN 28 SEC W, A DIST OF 534.73 FT; 3) S 61 DEG 52 MIN 03 SEC W, A DIST OF 298.08 FT; 4) N 73 DEG 25 MIN 10 SEC W, A DIST OF 400.77 FT TO THE POB.; TOGETHER WITH: EASMT PARCEL 1: A 30 FOOT WIDE INGRESS AND EGRESS EASMT OVER AN EXISTING DIRT ROAD LYING IN SEC 22, TWN 34 S, RNG 20 E, MANATEE COUNTY, FLORIDA, THE C/L OF SD EASMT DESC AS FOLLOWS: COM AT THE NW COR OF SD SEC 22; TH S 89 DEG 13 MIN 56 SEC E, ALG THE CENTER OF OAK KNOLL ROAD (SHELL), A DIST OF 2910 FT FOR A POB OF SD C/L; TH S 1300 FT; TH E 300 FT; TH SELY 800 FT (M /L) TO THE WLY BOUNDARY LN OF HEREIN DESC PROPERTY AND END OF SD DESC C/L AND TERMINUS OF SD EASMT. THE SIDE LNS OF SD EASMT ARE TO BE LENGTHENED AND/OR SHORTENED AS TO FORM A CONTINUOUS STRIP OF LAND 30 FT WIDE; EASMT PARCEL 10A: AN EASMT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS GRANTED BY THAT CERTAIN GRANT OF ACCESS EASMT RECORDED IN OR BK 1580, PG 7143,

PRMCF, OVER THE S 42 FT OF SEC 16; THE S 42 FT OF SEC 15; THE N 42 FT OF SEC 20, LYING E OF THE E R/W OF CR 675; THE N 42 FT OF SEC 21 ; THE N 42 FT OF SEC 22, ALL LYING AND BEING IN TWN 34 S, RNG 20 E, MANATEE COUNTY, FLORIDA AND THAT CERTAIN 42 FT ADJACENT AND UPLAND OF THAT PORTION OF THE SE 1/4 OF THE SE 1/4 OF SEC 15, TWN 34S, RNG 20E, MANATEE COUNTY, FLORIDA DESC IN OR BK 294, PG 102, OF THE PRMCF; EASMT PARCEL 10B: AN EASMT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS GRANTED BY THAT CERTAIN GRANT OF ACCESS EASMT RECORDED IN OR BK 1691, PG 5215, PRMCF, OVER THE S 42 FT OF THAT PORTION OF THE SE 1/4 OF THE SE 1/4 OF SEC 17, TWN 34S, RNG 20E, LYING NE AND NELY OF THE R/W LN OF CR 675, BEING IN MANATEE COUNTY, FLORIDA; EASMT PARCEL 12A: NON-EXCLUSIVE INGRESS AND EGRESS EASMT GRANTED BY MANATEE COUNTY IN OR BK 1563. PG 7980, BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NW COR OF SEC 22, TWN 34S, RNG 20E, MANATEE COUNTY, FLORIDA; TH S 89 DEG 14 MIN 34 SEC E ALG OAK KNOLL ROAD A DIST OF 4358.03 FT; TH N 72 DEG 12 MIN 19 SEC E 289.23 FT; TH N 67 DEG 57 MIN 52 SEC E 1362.00 FT; TH S 28 DEG 44 MIN 47 SEC E 286.29 FT TO A POINT ON THE NLY 40 FT CONTOUR LN OF THE MANATEE COUNTY RESERVOIR; TH S 37 DEG 32 MIN 20 SEC W ALG SD NLY 40 FT CONTOUR LN A DIST OF 6.86 FT TO A PT IDENTIFIED AS MANATEE COUNTY MONUMENT NUMBER 639 AS SHOWN ON THE MAP OF THE MANATEE COUNTY RESERVOIR; TH N 85 DEG 16 MIN 38 SEC W ALG SD NLY 40 FT CONTOUR LN A DIST OF 4.46 FT FOR A POB OF SD EASMT; TH CONT N 85 DEG 16 MIN 38 SEC W ALG SD NLY 40 FT CONTOUR LN A DIST OF 47.95 FT; TH S 28 DEG 44 MIN 47 SEC E THROUGH THE MANATEE COUNTY RESERVOIR A DIST OF 62.84 FT TO A PT ON THE SLY 40 FOOT CONTOUR LN OF SD RESERVOIR, TH 84 DEG 59 MIN 33 SEC E ALG SD SLY 40 FOOT CONTOUR LN A DIST OF 43.70 FT TO A PT LYING S 84 DEG 59 MIN 33 SEC W OF AND 8.23 FT FROM A PT IDENTIFIED AS MANATEE COUNTY MONUMENT NUMBER 636 AS SHOWN ON SD MAP; TH N 28 DEG 44 MIN 47 MIN W THROUGH MANATEE COUNTY RESERVOIR A DIST OF 53.98 FT OF THE POB. (INST#202341114487); LESS LAND LYING IN PARRISH FIRE DISTRICT. PI #2729.0160/9

CROSSWIND RANCH

LOCAL DEVELOPMENT AGREEMENT

*Crosswind Ranch Development Corporation
Manatee County*

This **CROSSWIND RANCH LOCAL DEVELOPMENT AGREEMENT** (“Development Agreement” or “Agreement”) is made and entered into as of the ____ day of _____, 2026 (“**Effective Date**”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as the “**County**,” and **CROSSWIND RANCH DEVELOPMENT CORPORATION**, a Florida corporation, whose address is 4065 Crescent Park Drive Riverview, FL 33578, hereinafter referred to as the “**Applicant**.”

WITNESSETH:

WHEREAS, Applicant is the master developer of a large parcel of land located in Manatee County, Florida, generally known and referred to as “Crosswind Ranch” (the “Crosswind Ranch” or “Project Site”), a complete legal description of which is attached hereto as **Exhibit “A”**; and

WHEREAS, the legal and equitable owners of the Project Site are fully set forth on the ownership schedule attached hereto as **Exhibit “B”** (“Ownership Schedule”), and such owners collectively hold legal and equitable title to the Project Site *less* any and all lots, tracts and parcels sold and/or transferred throughout the regular course of development; and

WHEREAS, each entity holding legal and equitable ownership to the Project Site as identified on **Exhibit “B”** has joined and executed this Development Agreement and agrees to the terms set forth herein; and

WHEREAS, the County and Applicant are collectively the “Parties” to this Development Agreement; and

WHEREAS, the Project Site has a Future Land Use Classification, per the Manatee County Comprehensive Plan (“Comprehensive Plan”), of Urban-Fringe-3 (“UF-3”); and

WHEREAS, the Project Site is made up of three Manatee County project tracts subject to three individual Manatee County zoning approvals. The three project tracts are commonly known

and referred to as Cone Ranch, Assemblage and Gagne, and are geographically depicted on **Exhibit “C”** (the “Project Map”) attached hereto and incorporated herein by reference; and

WHEREAS, on February 16, 2023, Manatee County Ordinance PDR-22-10(Z)(G) (the “Gagne Ordinance”), in relevant part, codified approval for the development of up to 288 single family detached residential units via a General Development Plan (the “Gagne GDP”) on a portion of the Project Site; and

WHEREAS, on March 23, 2023, Manatee County Ordinance PDR-22-09(Z)(G) (the “Assemblage Ordinance”), in relevant part, codified approval for the development of up to 1,322 single family detached residential units via a General Development Plan (the “Assemblage GDP”) on a portion of the Project Site; and

WHEREAS, on August 17, 2023, Manatee County Ordinance PDMU-06-102(P)(R) (the “Cone Ranch Ordinance”), in relevant part, codified approval for the development of up to 2,048 residential units (including single family detached, single family semi-detached and single family attached) and up to 6,550 square feet of commercial via a General Development Plan (the “Cone Ranch GDP”) on a portion of the Project Site; and

WHEREAS, on September 11, 2025, County approved an administrative modifications to the GDP’s, combining the Cone Ranch GDP, Assemblage GDP, and Gagne GDP into a single Master General Development Plan known and referred to as the “Crosswind Ranch GDP;” and

WHEREAS, for purposes of this Development Agreement, Cone Ranch, Gagne and Assemblage shall be collectively referred to as “Crosswind Ranch” or “Project Site,” and the Gagne Ordinance, Assemblage Ordinance and Cone Ranch Ordinance shall be collectively referred to as the “Zoning Approvals”; and

WHEREAS, because portions of the Crosswind Ranch are located east of the Future Development Area Boundary, Applicant is required to enter into this Development Agreement, pursuant to Comprehensive Plan Policy 2.1.2.8. (“Policy 2.1.2.8.”), that addresses the construction and timing of roadways and utility infrastructure needed for that area to be developed; and

WHEREAS, Applicant submitted to the County the following three Transportation Impact Analyses detailing traffic impacts from the proposed build-out of each project within Crosswind Ranch:

1. Cone Ranch Traffic Impact Analysis prepared by Kimley Horn dated October 2022, reviewed and approved by the County on June 14, 2023 (“Cone Ranch TIA”); and
2. Gagne Traffic Impact Analysis prepared by VIBEENGINEERING, INC. dated October 2022, reviewed and approved by the County on January 19, 2023 (“Gagne TIA”); and
3. Assemblage Traffic Impact Analysis prepared by VIBEENGINEERING, INC. dated October 2022, reviewed and approved by the County (“Assemblage TIA”).

WHEREAS, on or about July 30, 2025, the County issued a Certificate of Level of Service for Crosswind Ranch, CLOS-25-043 with an expiration date of July 30, 2028 (the “Crosswind Ranch CLOS”). The Crosswind Ranch CLOS identifies certain off-site concurrency-related improvements directly attributed to the collective development impacts, as more particularly set forth in the Crosswind Ranch Transportation Analysis; and

WHEREAS, pursuant to Section 163.3180(5)(h)1.c, Florida Statutes, the applicant for a development agreement may satisfy the transportation concurrency requirements and, thus, be issued a Certificate of Level of Service for the project subject to such development agreement; and

WHEREAS, since the effective dates of the Zoning Approvals and the approvals of the above CLOS’s, County has repealed transportation concurrency and has implemented the Alternative Transportation System (“ATS”) consistent with F.S. § 163.3180(5)(i) that is applied in place of transportation concurrency to enable development to mitigate the transportation impacts resulting from site plan approvals, plat approvals, final subdivision approvals, building permits, or the functional equivalent of such approvals and from which revenue shall be used to implement the needs of the local government’s plan which serves as the basis for the fee imposed. Accordingly, the concurrency-related transportation improvements identified in the above referenced CLOS’s are no longer a requirement for development of Crosswind Ranch; and

WHEREAS, it is the intent of Applicant, in good faith, to enter into this binding Development Agreement whereby Applicant shall commit to design, engineer, permit and construct, or cause construction of, certain improvements to the Manatee County thoroughfare network (the “Thoroughfare Improvements”) and Applicant shall dedicate the right-of-way required for the Thoroughfare Improvements (the “Thoroughfare ROW”). The Thoroughfare Improvements and Thoroughfare ROW are sufficient to accomplish one or more mobility

improvements that will benefit a regionally significant transportation facility such that the Applicant shall be eligible for a credit against the Alternative Transportation System Fees subject to the conditions set forth herein; and

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

WHEREAS, the first and second required public hearings regarding this Development Agreement were held by the Manatee County Board of County Commissioners (the “Board”) on _____, 2026, and _____, 2026, at which time the Board found this Development Agreement to be consistent with the Comprehensive Plan and the LDC 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 agree as follows:

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

2. **Description of the Development.** The Project Site shall be developed consistent with the Zoning Approvals with the following development uses and densities (and in the case of commercial uses, square footage):

- a. Cone Ranch: 2,048 residential units; 6,550 square feet of commercial; maximum building height of two stories (residential and commercial).
- b. Gagne: 288 residential units; maximum building height of two stories.
- c. Assemblage: 1,322 residential units; maximum building height of two stories.

3. **Ownership of Land subject to Development Agreement.** A legal description of the land subject to this Development Agreement (i.e., the Crosswind Ranch) is attached hereto as **Exhibit “A.”** The current legal and equitable owners of the Crosswind Ranch are listed on the Schedule of Owners attached hereto on **Exhibit “B.”** Individually platted lots for the sale (or previously sold) to third party homebuyers are specifically excluded from this Development Agreement and are not subject to any obligations set forth herein.

4. **Definitions.** As used in this Development 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 LDC, the Comprehensive Plan, and Section 163.3180, Florida Statutes.

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

(C) “Crosswind Ranch Transportation Analyses”: shall mean the following three Transportation Impact Analyses:

- a. Cone Ranch TIA: Traffic Impact Analysis prepared by Kimley- Horn dated October 2022, reviewed and approved by the County on or about June 14, 2023
- b. Gagne TIA: Traffic Impact Analysis prepared by VIBEngineering, Inc. dated October 2022, reviewed and approved by the County on or about January 19, 2023.
- c. Assemblage TIA: Traffic Impact Analysis prepared by VIBEngineering, Inc. dated October 2022, reviewed and approved by the County.

5. **Description of Public Facilities.** The following public facilities and services will serve the Crosswind Ranch:

(A) Potable Water: Provided Applicant constructs the Potable Water Improvements pursuant to **Section 8** below, as required by Policy 2.1.2.8., the County will provide potable water to Crosswind Ranch in sufficient quantity to serve Crosswind Ranch, as and when actually constructed, via transmission lines and related facilities to be constructed by the Applicant.

(B) Sanitary Sewer: Provided Applicant constructs the Wastewater Improvements pursuant to **Section 8** below, as required by Policy 2.1.2.8., the County will provide sanitary sewer service to Crosswind Ranch in sufficient quantity to serve Crosswind Ranch, as and when actually constructed, via transmission lines and related facilities to be constructed the Applicant.

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

(D) Recreation/Open Space: Although additional open space and recreational facilities may be provided with Crosswind Ranch as individual projects are later approved, Crosswind Ranch will meet concurrency requirements for recreation/open space and will not result in degradation of the adopted level of service due to facilities currently in place.

(E) Storm Water Management: With Applicant's design and construction of the proposed storm water management facilities on the Project Site in compliance with Section 801 of the LDC, or as otherwise approved by the County, sufficient to meet County development standards and Southwest Florida Water Management District (SWFWMD) regulations, Crosswind Ranch will meet concurrency requirements for stormwater and will not result in degradation of the adopted level of service.

(F) Transportation: With Applicant's construction of transportation facilities as described in **Section 6** hereof, Crosswind Ranch will meet the requirements of Policy 2.1.2.8. for transportation.

6. Improvements to Manatee County Thoroughfare System.

(A) Thoroughfare Improvements/Thoroughfare ROW. Applicant shall construct, or cause to be constructed, or in the case of (ix) Thoroughfare ROW below, shall dedicate or cause to be dedicated, the following improvements (collectively "Thoroughfare Improvements"):

- (i) Spencer Parrish Road/SR 62 Intersection. Design, engineer, permit, and construct an eastbound left turn lane and westbound right turn lane at the intersection of Spencer Parrish Road and SR 62 (the "Spencer Parrish/SR62 Intersection").
(completed)
- (ii) Spencer Parrish Road/SR 62 Intersection Control. Prior to the final plat approval for single family units that allows for the construction of the 550th unit within Crosswind Ranch with direct access to Spencer Parrish Road, an Intersection Control Evaluation Analysis ("Intersection Analysis") shall be conducted for the Spencer Parrish Road/SR 62 intersection. In the event an intersection control is not warranted at the time of the first Intersection Analysis, an Intersection Analysis shall be conducted prior to each subsequent final plat approval within Crosswind Ranch with direct access to Spencer Parrish Road. If, based on the findings of any such Intersection Analysis, Manatee County and/or FDOT, as applicable,

determines an intersection control is required, the intersection control shall be constructed, or appropriate alternate mitigation provided, prior to the issuance of the Certificate of Occupancy for the unit that warrants the intersection control, as determined by the Intersection Analysis. At such time that intersection control warrants are met or the project is built-out, no further Intersection Analysis shall be required for the Spencer Parrish Road/SR 62 intersection.

- (iii) Spencer Parrish Road Segment 1. Design, engineer, permit, and construct Spencer Parrish Road as a four lane thoroughfare as depicted on **Exhibit “D”** as “Spencer Parrish Road Segment 1”. **(completed)**
- (iv) Spencer Parrish Road Segment 2 and 3. Design, engineer, permit, and construct the outside two lanes of Spencer Parrish Road for the future four laning of Spencer Parrish Road as depicted on **Exhibit “D”** as “Spencer Parrish Road Segment 2” and “Spencer Parrish Road Segment 3”.
- (v) Ranch Oak PKWY/SR 62 Intersection. Design, engineer, permit, and construct an eastbound left turn lane at the intersection of Ranch Oak Parkway (f/k/a Keen Road) and SR 62 (the “Ranch Oak/SR 62 Intersection”).
- (vi) Ranch Oak PKWY/SR 62 Intersection Control. Prior to the final plat approval for single family units that allows for the construction of the 1,346th unit within Crosswind Ranch with direct access to Ranch Oak PKWY, an Intersection Control Evaluation Analysis (“Intersection Analysis”) shall be conducted for the Ranch Oak PKWY/SR 62 intersection. In the event an intersection control is not warranted at the time of the first Intersection Analysis, an Intersection Analysis shall be conducted prior to each subsequent final plat approval within Crosswind Ranch. If, based on the findings of any such Intersection Analysis, Manatee County and/or FDOT, as applicable, determines an intersection control is required, the intersection control shall be constructed, or appropriate alternate mitigation provided, prior to the issuance of the Certificate of Occupancy for the unit that warrants the intersection control, as determined by the Intersection Analysis. At such time that intersection control warrants are met or the project is built-out, no further Intersection Analysis shall be required for the Ranch Oak PKWY/SR 62 intersection.

- (vii) Ranch Oak PKWY Segment 1. Design, engineer, permit, and construct the Ranch Oak PKWY as a two lane thoroughfare as depicted on **Exhibit “D”** as “Ranch Oak PKWY Segment 1”. Notwithstanding the foregoing, the Applicant may construct Ranch Oak PKWY as a four-lane roadway at their own cost.
- (viii) Ranch Oak PKWY Segment 2 and 3. Design, engineer, permit, and construct the Ranch Oak PKWY as a two lane thoroughfare as depicted on **Exhibit “D”** as “Ranch Oak PKWY Segment 2” and “Ranch Oak PKWY Segment 3”. Notwithstanding the foregoing, the Applicant may construct Ranch Oak PKWY as a four-lane roadway at their own cost.
- (ix) Thoroughfare ROW:
 - a. Dedicate 120 feet of right of way (approximately 18.84+/- total acres) for Spencer Parrish Road from SR 62 to the north-east Crosswind Ranch boundary as generally depicted on **Exhibit “D”** (only 58% of which is considered Thoroughfare ROW, or 10.9272 acres); and
 - b. Dedicate 100 feet of right of way (approximately 20.96+/- total acres) for Ranch Oak PKWY from SR 62 to the northern Crosswind Ranch boundary as generally depicted on **Exhibit “D”** (only 50% of which is considered Thoroughfare ROW, or 10.48 acres).

The projected cost of the design, engineering, permitting and construction of the Thoroughfare Improvements (including stormwater ponds), exclusive of the value of dedicated road right of way, for purposes of this Development Agreement, is **Nine Million Eight Hundred Fifty-Five Thousand Eight Hundred Thirty Dollars and Thirty Cents (\$9,855,830.30)** based on FDOT standards (the “Projected Thoroughfare Improvements Cost”), as more particularly set forth on the Cost Estimate attached hereto as **Exhibit “E”**. The Thoroughfare ROW value, using standard County estimation methods and as agreed to by the Parties, is One Hundred Thousand Dollars and Zero Cents (\$100,000.00) per acre of Thoroughfare ROW or approximately **Two Million One Hundred Forty Thousand Seven Hundred Twenty Dollars and Zero Cents (\$2,140,720.00)**, as calculated by the approximate Thoroughfare ROW acreage multiplied by \$100,000.00 (the “Projected Thoroughfare ROW Value”). The Projected Thoroughfare Improvements Cost and the Projected Thoroughfare ROW Value are collectively referred to as the “Total Projected

Thoroughfare Cost” and totals **Eleven Million Nine Hundred Ninety-Six Thousand Five Hundred Fifty Dollars and Thirty Cents (\$11,996,550.30)**.

(B) Construction and Dedication Timing. Applicant shall timely begin the design and permitting of the Thoroughfare Improvements and shall continue with the permitting and construction thereafter to diligently pursue substantial completion for each project as follows:

- a. Spencer Parrish Road/SR 62 Intersection: **COMPLETED**
- b. Spencer Parrish Road/SR 62 Intersection Control: Applicant shall complete an Intersection Analysis as set forth in Section 6.(B) above.
- c. Spencer Parrish Road Segment 1: **COMPLETED**
- d. Spencer Parrish Road Segments 2 and 3: shall be designed, engineered and constructed concurrently with adjacent future phases of the development as needed for access. At buildout of the Cone Ranch project, Spencer Parrish Road shall be constructed completely through the project as generally depicted on **Exhibit “D”**.
- e. Ranch Oak PKWY/SR 62 Intersection: shall be designed, engineered and constructed concurrently with the first phase of the Assemblage project.
- f. Ranch Oak PKWY/SR 62 Intersection Control: Applicant shall complete an Intersection Analysis as set forth in Section 6.(B) above.
- g. Ranch Oak PKWY Segment 1: shall be constructed concurrently with the first phase of the Assemblage project.
- h. Ranch Oak PKWY Segment 2 and Segment 3: shall be constructed concurrently with adjacent future phases of the development as needed for access. At buildout of the Cone Ranch project, Ranch Oak PKWY shall be constructed completely through the project as generally depicted on **Exhibit “D”**.

The foregoing deadlines are subject to reasonable extensions for events beyond the control of Applicant, including but not limited to FDOT permitting approval timing for improvements affecting state roads. Provided Applicant diligently pursues such construction, failure to meet the target date shall not be a breach of this Development Agreement. Upon completion of each phase of the Thoroughfare Improvements, Applicant shall dedicate the applicable Thoroughfare Improvements and Thoroughfare ROW to the County.

(C) Stormwater Ponds. In this Development Agreement, any reference to the construction of a roadway as part of the Thoroughfare Improvements shall include the construction of stormwater ponds required by such roadway improvement. Likewise, in this Development Agreement, any reference to dedication of right of way as part of the Thoroughfare Improvements is intended to also include the dedication of the necessary public flowage and retention easement to the County over any stormwater pond constructed with the roadway. Such easement shall be in a form generally used in the past by the County, including the right of Applicant to relocate or expand the stormwater pond at its sole expense provided its function is maintained. The stormwater ponds and conveyance systems required by Spencer Parrish Road and Ranch Oak PKWY within the Project Site shall be sized in order to serve the roadways upon build-out of the roadways.

(D) Site-Related Improvements. This Development Agreement does not govern the construction or dedication of all site-related improvements for the Crosswind Ranch. Such other site-related improvements shall be constructed and dedicated pursuant to and in accordance with the County's LDC and Comprehensive Plan.

7. **Alternative Transportation System Fee Credit.**

(A) ATS Fee Credit – Thoroughfare Improvements. Applicant is entitled to ATS Fee Credits for the actual costs incurred by Applicant for the design, engineering, permitting and construction of the Thoroughfare Improvements identified in **Sections 6** hereof, subject to the following conditions:

- (i) Spencer Parrish Road/SR 62 Intersection. The County shall award ATS Fee Credits to Applicant for one hundred percent (100%) of the actual costs incurred by Applicant for the design, engineering, permitting and construction of the Spencer Parrish Road/SR 62 Intersection. Although the initial cost estimate for the Spencer Parrish Road/SR 62 Intersection is attached as **Exhibit "E"**, the credit amount shall be adjusted as necessary to equal one hundred percent (100%) of the actual improvement costs of the Spencer Parrish Road/SR 62 Intersection incurred by Applicant.
- (ii) Ranch Oak PKWY/SR 62 Intersection. The County shall award ATS Fee Credits to Applicant for one hundred percent (100%) of the actual costs incurred by Applicant for the design, engineering, permitting and construction of the Ranch

Oak PKWY/SR 62 Intersection. Although the initial cost estimate for the Ranch Oak PKWY/SR 62 Intersection is attached as **Exhibit “E”**, the credit amount shall be adjusted as necessary to equal one hundred percent (100%) of the actual improvement costs of the Ranch Oak PKWY/SR 62 Intersection incurred by Applicant.

- (iii) Spencer Parrish Road/SR 62 Intersection Control. The County shall award ATS Fee Credits to Applicant for one hundred percent (100%) of the actual costs incurred by Applicant for the design, engineering, permitting and construction of the Spencer Parrish Road/SR 62 Intersection Control. Although the initial cost estimate for the Spencer Parrish Road/SR 62 Intersection Control is attached as **Exhibit “E”**, the credit amount shall be adjusted as necessary to equal one hundred percent (100%) of the actual improvement costs of the Spencer Parrish Road/SR 62 Intersection Control incurred by Applicant.
- (iv) Ranch Oak PKWY/SR 62 Intersection Control. The County shall award ATS Fee Credits to Applicant for one hundred percent (100%) of the actual costs incurred by Applicant for the design, engineering, permitting and construction of the Ranch Oak PKWY/SR 62 Intersection Control. Although the initial cost estimate for the Ranch Oak PKWY/SR 62 Intersection Control is attached as **Exhibit “E”**, the credit amount shall be adjusted as necessary to equal one hundred percent (100%) of the actual improvement costs of the Ranch Oak PKWY/SR 62 Intersection Control incurred by Applicant.
- (v) Spencer Parrish Segment 1. The County shall award ATS Fee Credits to Applicant for fifty-eight percent (58%) of the actual costs incurred by Applicant for the design, engineering, permitting and construction of the Spencer Parrish Road Segment 1. Although the initial cost estimate for the Spencer Parrish Improvements is attached as **Exhibit “E”**, the credit amount shall be adjusted as necessary to equal fifty-eight percent (58%) of the actual improvement costs of the Spencer Parrish Road Segment 1 incurred by Applicant.
- (vi) Spencer Parrish Segment 2 and 3. The County shall award ATS Fee Credits to Applicant for forty-one percent (41%) of the actual costs incurred by Applicant for the design, engineering, permitting and construction of the Spencer Parrish Road

Segments 2 and 3. Although the initial cost estimate for the Spencer Parrish Road Segments 2 and 3 is attached as **Exhibit “E”**, the credit amount shall be adjusted as necessary to equal forty-one percent (41%) of the actual improvement costs of the Spencer Parrish Road Segments 2 and 3 incurred by Applicant.

- (vii) Ranch Oak PKWY Segment 1, 2 and 3. The County shall award ATS Fee Credits to Applicant for added cost necessary to improve Ranch Oak PKWY from a two-lane local roadway to a two-lane thoroughfare roadway. As more fully detailed on the Cost Estimate attached hereto as **Exhibit “E,”** if the Applicant elects to 4-lane Ranch Oak Parkway, or any segment thereof, the County shall award ATS Fee Credits equal to 42% (rounded down) of the actual improvement costs for the base, sub base, asphalt and drainage of said segment of Ranch Oak Parkway. If the Applicant elects to 2-lane Ranch Oak Parkway, or any segment thereof, the County shall award ATS Fee Credits equal to 56% (rounded down) of the actual improvement costs for the base, sub base, asphalt and drainage of said segment of Ranch Oak Parkway. As Ranch Oak Parkway will be constructed in three segments, the application for ATS Fee Credits may be submitted in three separate applications as each segment is completed and accepted by the County..

(B) ATS Fee Credit – Thoroughfare ROW Value. Applicant is entitled to ATS Fee Credits for the value of the Thoroughfare ROW, subject to the following conditions:

- (i) County shall award ATS Fee Credits to Applicant for the fair market value of the Thoroughfare ROW, calculated as the Thoroughfare ROW multiplied by the fair market value of the right of way for Spencer Parrish Road and Ranch Oak PKWY, which is agreed by the Parties to be One Hundred Thousand Dollars and Zero Cents (\$100,000.00) per acre of Thoroughfare ROW, currently estimated at Two Million One Hundred Forty Thousand Seven Hundred Twenty Dollars and Zero Cents (\$2,140,720.00) (21.4072 acres @ \$100,000/acre). The actual credit amount shall be adjusted as needed based on final ROW acreage calculation and to account for the reduced right of way value for the portions of the Thoroughfare ROW encumbered by the Florida Power & Light (“FP&L”) easement shown on Exhibit “D,” approximate 3.34 acres. Pursuant to the Appraisal Report prepared by Lee

Pallardy, Inc., the right of way value for the portions of the Thoroughfare ROW encumbered by the FP&L Easement is \$10,000.00 per acre.

(D) Granting and Use of ATS Fee Credit. The County's impact fee administrator shall award such ATS Fee Credits pursuant to Section 1106 of the LDC. Such ATS Fee Credits may be used, transferred, or assigned in whole or in part in accordance with Section 1106 of the LDC, as such Section 1106 is written on the Effective Date as described below herein. Applicant shall be eligible to use the ATS Fee Credit granted pursuant to this Agreement in the form of a refund from the County in accordance with Section 1106.2 of the LDC.

8. Utility Connections.

(A) Connection to the County Potable Water System. Connection to the County potable water system is required pursuant to the Comprehensive Plan. The cost of connection, including the design, permitting and construction of off-site extensions of lines, shall be the responsibility of Applicant. To the extent such water lines are creditable under the LDC and provided that if upsizing of the lines is requested by the County, Applicant and the County shall enter into a participation agreement applicable to the design and construction of certain off-site extension of lines, as provided for herein. Such off-site extension shall be constructed in accordance with Section 2-31-05 of the Manatee County Code of Ordinances, unless otherwise authorized herein. Applicant shall design, permit, construct and place into service a 12" potable water main along SR 62 from the existing terminus of such potable water main west of the Project Site to the Project Site at Ranch Oak PKWY, (the "Water Main Extension"). To the extent the Water Main Extension exceeds the needs of the Project, Applicant and the County shall enter into a participation agreement applicable to the design and construction of the Water Main Extension and any award of reimbursement therefore, if applicable.

(B) Connection to County Wastewater System. Connection to the County wastewater system is required pursuant to the Comprehensive Plan. The cost of connection, including the design, permitting and construction of off-site extensions of lines, shall be the responsibility of Applicant, provided that (i) Applicant may be entitled to utility Facility Investment Fee (hereinafter "FIF") credits as provided for herein, and (ii) Applicant and the County shall enter into a participation agreement applicable to the design and construction of certain off-site extension of lines, as provided for herein. Such off-site extension shall be constructed in accordance with Section 2-31-05 of the Manatee County Code of Ordinances, unless otherwise

authorized herein. Applicant shall design, permit, construct and place into service a connection to the County's wastewater system for Crosswind Ranch consistent with the County's North County Wastewater System Master Plan, to include the extension of the 16-inch force main along SR 62 from the existing terminus of such force main west of the Project Site to the Project Site at Ranch Oak PKWY (the "Sewer Line Extension") as required by the Master Plan. To the extent the Applicant is eligible for Facility Investment Fee Credit and/or reimbursement for building the Sewer Line Extension in accordance with the Master Plan, Applicant and the County shall enter into a participation agreement applicable to the design and construction of the Sewer Line Extension and the award of facility investment fee credits and/or reimbursement therefore.

(C) Reservation of Utility Capacity. Provided Applicant designs, permits, constructs and places into service the Sewer Line Extension and the Water Main Extension according to the adopted master plan, at the time of approval for each Final Site Plan ("FSP") within Crosswind Ranch, the County shall ensure adequate plant and line capacity for potable water and sanitary sewer is available to serve the units approved with each FSP so that the FSP approvals will not be delayed or withheld due to potable water or sanitary sewer capacity. A CLOS for potable water and sanitary sewer will be issued with each FSP approval within Crosswind Ranch ("Utility Reservation"). In the event the County adopts a Utility Extension Fee allowing for the extension of the Utility Reservation, the Applicant may extend the expiration date of the Utility Reservation pursuant to the terms of any such Utility Extension Fee adopted by the County.

9. **CLOS.** On July 30, 2025, the County issued a Certificate of Level of Service for Crosswind Ranch, CLOS-25-043 with an expiration date of July 30, 2028 (the "Crosswind Ranch CLOS") for traffic circulation, mass transit, drainage, solid waste and parks for 3,658 residential units and 6,550 square feet of commercial. As further consideration for the improvements set forth in Section 6 hereof, and upon the execution of this Development Agreement, County shall extend the Crosswind Ranch CLOS seven (7) years from the Effective Date of this Development Agreement.

10. **Extension of CLOS.** Applicant or Owner (defined below) may extend the expiration date of the Crosswind Ranch CLOS for any units of the Development not platted as of the expiration date of the Crosswind Ranch CLOS for up to an additional seven (7) years by paying the County an "Extension Fee", which may be paid by a waiver of ATS Fee Credit, or as otherwise permitted by law. The Extension Fee shall be due and payable at least sixty (60) days prior to the

then existing CLOS expiration date and calculated at the rate of \$100 per unplatted residential unit per year of extension for any such units to which such extension of the CLOS applies. Any such extension shall not exceed seven (7) years from the expiration date of the CLOS at the time of such extension. The right to obtain an extension of the CLOS shall be conditioned upon 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 and type of residential units for which the extension is requested, and timely payment of the Extension Fee, which may include a waiver of ATS Fee Credit. Any CLOS not properly extended as permitted herein shall terminate at its then date of expiration.

11. **Assignment.** County specifically agrees that Applicant may assign the rights and obligations to construct some or all of the Thoroughfare Improvements to a subsequent property owner, developer, or assignee without the County's prior consent. In such event, the Home Builder Developer that constructs the Thoroughfare Improvement (or phase thereof) and incurs the cost of such improvement, shall be entitled to the applicable credits for such improvements in accordance with the terms of this Development Agreement. Applicant shall provide written notice to the County Representative within ten (10) business days if any portion of this Agreement is assigned and provide proper documentation of such assignment.

12. **Concurrency Findings.** The Board, on _____, 2026, found that the concurrency requirements of the Comprehensive Plan and LDC will be met for the Development regarding the facilities and services described in **Section 5**, provided the terms and conditions of this Development Agreement are undertaken and performed by Applicant.

13. **Consistency with Comprehensive Plan.** The Board, on _____, 2026, specifically found that this Development Agreement is consistent with the County's Comprehensive Plan (specifically including Policy 2.1.2.8) and LDC, provided that Applicant performs all obligations accruing under the terms of this Development Agreement, including without implied limitation the construction of the improvements described in **Section 6** and **Section 8** hereof.

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

- Zoning application;

- Preliminary Site Plan application;
- One or more Final Site Plan application(s);
- One or more Final Plat application(s);
- One or more application(s) for Specific Approval in accordance with the requirements of the LDC;
- One or more Access and Driveway Permit(s);
- One or more Construction Plan approval(s);
- One or more Building Permit application(s); and
- One or more Certificate(s) of Occupancy or of Completion.

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

16. **Disclaimer of Joint Venture.** The Parties 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 any of the Parties, or any of the Parties individually 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 the 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.

17. **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.

18. **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 requirements of Section 348, LDC, and Sections 163.3237 and 163.3229, Florida Statutes.

19. **Applicable County Ordinances and Codes:** In accordance with Section 163.3233, Florida Statutes, and Section 348, LDC, the County's codes, policies, and ordinances governing the development of the Development that are in effect upon the Effective Date of this Agreement, shall govern the development of the Development for the duration of this Development Agreement. Prior to the termination of this Development Agreement in accordance with **Section 29** hereof, the County may apply codes, policies, and ordinances adopted subsequent to the execution hereof to the Development only if County has held a public hearing and made the determinations required by the above-cited Florida Statute and LDC provision.

20. **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 Development Agreement by the Parties. The Applicant shall bear the expense of recording this Development Agreement.

21. **Applicable Law and Venue.** This Development 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.

22. **Severability.** In the event any term or provision of this Development 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 Development Agreement; provided, however, if any term or provision of this Development Agreement is held to be invalid due to the scope or extent thereof, 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.

23. **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 the Parties and executed in the same manner as this Development Agreement.

24. **Parties Drafted Equally.** The Parties agree that each party played an equal and a reciprocal part in drafting this Development Agreement. Therefore, no provision of this Development 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.

25. **Notices.** All notices, demands, requests for approvals or other communications given by any 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: Crosswind Ranch Development Corporation
4065 CRESCENT PARK DRIVE
RIVERVIEW, FL 33578
Attention: Wilhelm A Nunn

With copy to: Grimes Hawkins Gladfelter & Galvano, P.L.
1023 Manatee Ave West
Bradenton, Florida 34205
Attention: Kyle W. Grimes, Esq.
Phone: 941-748-0151

To County: Director, Development Services 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

26. **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.

27. **Expiration of Site Plans.** Any preliminary site plan approved pursuant to the GDP shall expire concurrent with the expiration of the CLOS pursuant to Sections 9 and 10 hereof, provided this Development Agreement remains in full force and effect. In the event this Development Agreement terminates prior to that time, such site plan shall expire on the date of such termination or on the date of expiration as existed, or would have existed, prior to execution of this Development Agreement, whichever is later. Consistent with LDC Section 323.4, the County determined that each Project Final Site Plan shall have an initial expiration date ten (10) years from the effective date of said Final Site Plan.

28. **Effective Date.** This Development Agreement shall become effective immediately upon the occurrence of all the following (the “Effective Date”):

(A) The recordation of a fully executed original of this Development Agreement in the public records of Manatee County, Florida, as provided in Section 20 hereof;

(B) The expiration of any and all appeal periods for any challenge to this Development Agreement; and

(C) Thirty (30) days have expired since a copy of this Development Agreement has been recorded in the public records of Manatee County, Florida, pursuant to Section 20 hereof.

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

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

(B) The expiration of thirty (30) years from the Effective Date of this Development Agreement, as defined in Section 28 above.

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

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

30. **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 obligated to perform.

31. **Hold Harmless/Indemnification.** The Applicant and its successors in interest hereby agree that the County shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by any person, including the Applicant and its successors in interest, whatsoever in relation to the requirements under this Agreement, and that the Applicant, as to its requirements under this Agreement, agrees to hold the County harmless for any such claims and defend and indemnify the County in relation to such claims, unless such loss, injury, death, or damage shall be caused by or shall in any manner result from, or arise out of, any act, omission, or negligence of the County.

32. **Anti-Human Trafficking.** The Applicant and Owner shall provide the County with sworn affidavits signed by an officer of the Board of Directors or the Applicant or Owner's Representative under penalty of perjury attesting that Applicant or Owner does not use coercion for labor or services, such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be in a form substantially similar to **Exhibit "F"** and be provided to the County prior to the County executing this Agreement.

33. **Annual Review:** During the term of this Development Agreement, Applicant shall cooperate with the Development Services Director or designee in the Director's annual review as required by Section 348 of the LDC and Section 163.3235, Florida Statutes.

34. **List of Exhibits:**

- A. Project Site
- B. Ownership Schedule
- C. Project Map
- D. Thoroughfare ROW
- E. Cost Estimate
- F. Anti-Human Trafficking Affidavit

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement the day and year first above written.

COUNTY:

MANATEE COUNTY, FLORIDA

By its Board of County Commissioners

By: _____
Chairperson

ATTEST:
Angelina M. Colonnese
Clerk of Circuit Court and Comptroller

By: _____
Deputy Clerk

APPLICANT:

WITNESSES:

Taylor Penny
Taylor Penny
Print name:

Chris Le
Chris Le
Print name:

CROSSWIND RANCH DEVELOPMENT CORPORATION, a Florida corporation

By: [Signature]

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of April, 2026, by E. Bradburn as CFO of Crosswind Ranch Development Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or has produced as identification.

(Notary Seal)

[Signature]
Signature of Notary Public

Janet Lee Chattin

Print Name of Notary Public



JANET LEE CHATTIN
Commission # HH 405142
Expires May 31, 2027

I am a Notary Public of the State of Florida
And my commission expires on 5-31-27.

**JOINDER AND CONSENT
OF OWNERS**

CWR LAC CONE, LLC, CROSSWIND RANCH ACQUISITION COMPANY, PULTE HOME COMPANY, LLC, JEN TAMPA 4, LLC, MATTAMY TAMPA/SARASOTA, LLC, and CSR ACQUISITION COMPANY 1, LLC as the owners of property subject to this Local Development Agreement hereby join in and consent to the Local Development Agreement, to which this Joinder and Consent is attached.

Executed this 14 day of April, 2020

Witnesses:

Taylor Penny
Taylor Penny
(print name)
Address: 4065 Crescent
Park Dr. Riverview, FL

Chris Le
Chris Le
(print name)
Address: 4065 Crescent
Park Dr. Riverview, FL

CWR LAC CONE, LLC, a Florida limited liability company

By: Elizabeth Bradburn
Print Name: Elizabeth Bradburn
As its: Chief Operating Officer

Address: 4065 Crescent Park
Drive, Riverview, FL
33578

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 14TH day of APRIL, 2020 by ELIZABETH BRADBURN, as COO of CWR LAC CONE, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



JANET LEE CHATTIN
Commission # HH 405142
Expires May 31, 2027

Janet Lee Chattin
Signature of Notary Public

Janet Lee Chattin

Print Name of Notary Public

I am a Notary Public of the State of FLORIDA,
and my commission expires on 5-31-2027.

Executed this 14 day of April, 2026

Witnesses:

Taylor Penny
Taylor Penny

(print name)

Address: 4065 Crescent
Park Dr., Riverview, FL

Chris Le
Chris Le

(print name)

Address: 4065 Crescent
Park Dr., Riverview, FL

**CROSSWIND RANCH ACQUISITION
COMPANY, LLC**, a Florida limited liability
company

By: Elizabeth Bradburn
Print Name: Elizabeth Bradburn
As its: CFO

Address: 4065 Crescent Park
Dr., Riverview, FL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 14TH day of APRIL, 2026, by
ELIZABETH BRADBURN, as CFO of CROSSWIND RANCH
ACQUISITION COMPANY, LLC, a Florida limited liability company, on behalf of the company.
He/she is personally known to me or has produced _____ as identification. If no
type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Janet Lee Chattin
Signature of Notary Public

Janet Lee Chattin

Print Name of Notary Public

I am a Notary Public of the State of FLORIDA,
and my commission expires on 5-31-2027



JANET LEE CHATTIN
Commission # HH 405142
Expires May 31, 2027

Executed this 13th day of April, 2026

Witnesses:

[Signature]
Jeffrey Deason
(print name)

Address: 2662 S. Falkenburg Rd
Riverview, FL 33578

[Signature]
Kelly Kalletta
(print name)

Address: 2662 S. Falkenburg Rd
Riverview, FL 33578

PULTE HOME COMPANY, LLC, a
limited liability company

By: [Signature]
Print Name: Jeffrey Deason
As its: Vice President - Land Development

Address: 2662 S Falkenburg Rd, Riverview,
FL 33578

STATE OF FLORIDA
COUNTY OF HELLSBOROUGH

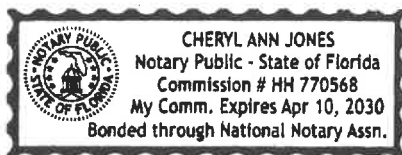
The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 13 day of APRIL, 2026 by JEFFREY DEASON, as VP LAND DEVELOPMENT of PULTE HOME COMPANY, LLC, a limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
Signature of Notary Public

(Notary Seal)

CHERYL ANN JONES
Print Name of Notary Public

I am a Notary Public of the State of FLORIDA,
and my commission expires on APRIL 10, 2030.



Executed this 14th day of April, 2026

Witnesses:

[Signature]
Chris R. O'Brien
(print name)

Address: 1514 W. Swann Ave
Tampa, FL 33606

[Signature]
Julie Kline
(print name)

Address: 1316 W. Swann Ave
Tampa, FL 33606

JEN TAMPA 4, LLC, a Florida limited liability company

By: [Signature]

Print Name: Matt T. O'Brien

As its: Vice President

Address: 1316 W. Swann Ave
Tampa, FL 33606

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization, this 14th day of April, 2026 by Matt O'Brien, as Vice President of JEN TAMPA 4, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

[Signature]
Signature of Notary Public

Julie Kline
Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on 6-9-27.



Executed this 17 day of April, 2026.

Witnesses:

David Hanna
(print name)
Address: 4107 Crescent Park Dr.
Riverview, FL 33578

Conner Soule
(print name)
Address: 4107 Crescent Park Dr.
Riverview, FL 33578

MATTAMY TAMPA/SARASOTA, LLC,
a limited liability company

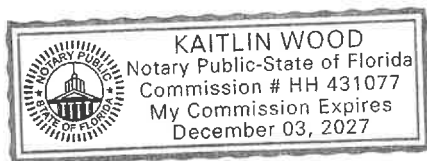
By: Thomas Griggs
Print Name: THOMAS GRIGGS
As its: VICE PRESIDENT

Address: 4107 Crescent Park Dr.
Riverview, FL 33578

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of April, 2026 by Thomas Griggs, as Vice President of MATTAMY TAMPA/SARASOTA, LLC, a limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Kaitlin Wood
Signature of Notary Public

Kaitlin Wood
Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on 12/3/2027.

Executed this 14 day of April, 2026

Witnesses:

Taylor Penny
Taylor Penny
(print name)
Address: 4065 Crescent
Park Dr., Riverview, FL

Ben Viola
Ben Viola
(print name)
Address: 4065 Crescent
Park Dr., Riverview, FL

CSR ACQUISITION COMPANY 1, LLC,
a Florida limited liability company

By: Elizabeth Bradburn
Print Name: Elizabeth Bradburn
As its: Authorized Agent

Address: 4065 Crescent Park
Dr., Riverview, FL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization, this 14TH day of APRIL, 2026 by ELIZABETH BRADBURN, as AUTHORIZED AGENT of CSR Acquisition Company 1, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Janet Lee Chattin
Signature of Notary Public
Janet Lee Chattin

Print Name of Notary Public
I am a Notary Public of the State of FLORIDA
and my commission expires on 5.31.2027.



JANET LEE CHATTIN
Commission # HH 405142
Expires May 31, 2027

Exhibit "A"

Cone Ranch Legal Description

PARCEL 1 (FEE SIMPLE ESTATE)

That part of the Southwest 1/4 and the Southeast 1/4 of Section 16 Township 33 South, Range 19 East, Manatee County, Florida, lying South and East of C.S.X. Transportation incorporated railroad right-of-way (formerly Seaboard Airline Railroad), LESS the South 660.00 feet of said Section 16;

TOGETHER WITH: The part of the East 1/2 of the Northwest 1/4, lying South and East of C.S.X. Transportation Incorporated railroad right-of-way (formerly Seaboard Airline Railroad); the Southwest 1/4, and the North 1/2 of the Southeast 1/4 of Section 15, Township 33 South, Range 19 East, Manatee County, Florida;

TOGETHER WITH: The North 1/2 of the Southwest 1/4, and the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 33 South, Range 19 East, Manatee County, Florida.

PARCEL 2 (NON-EXCLUSIVE EASEMENT ESTATE)

Together with the non-exclusive easement as created by that certain Easement Agreement recorded April 1, 2005 in Official Records Book 2006, Page 6773, of the Public Records of Manatee County, Florida.

DESCRIPTION (Provided by Client):

COMMENCE AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE S.89°43'47"E., ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 33 SOUTH, RANGE 19 EAST, A DISTANCE OF 1,354.09 FEET; THENCE

S.00°30'34"W., ALONG THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 2,667.84 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID WEST 1/2; THENCE N.89°36'28"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1,345.17 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S.00°19'08"W., ALONG THE EAST OF SAID SOUTHEAST 1/4, A DISTANCE OF 2,453.09 FEET TO THE INTERSECTION WITH THE NORTH MAINTAINED RIGHT OF WAY OF STATE ROAD 62 (MAP SECTION 13060-251 0) (WIDTH VARIES); THENCE N.89°01'17"W., ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1,565.91 FEET; THENCE N.89°05'41"W., ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 989.17 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 5,669.36 FEET AND A CENTRAL ANGLE OF 00°46'16", WITH A CHORD BEARING OF N.88°42'34"W.; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 76.29 FEET; THENCE CONTINUE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°35'08", WITH A CHORD BEARING OF N.88°01'52"W., A DISTANCE OF 57.95 FEET TO THE INTERSECTION WITH THE WEST LINE OF THAT CERTAIN PARCEL OF LAND, AS DESCRIBED AND RECORDED IN O.R. BOOK 1495, PAGE 4194, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°22'50"W., ALONG SAID WEST LINE, A DISTANCE OF 1,209.40 FEET; THENCE S.86°21'56"E., ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, A DISTANCE OF

46.63 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE N.00°55'14"W., ALONG SAID WEST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 1,271.20 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE N.89°35'26"W., ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 16, A DISTANCE OF 2,642.85 FEET TO THE SOUTHWEST CORNER OF THE OF SAID NORTHWEST 1/4; THENCE N.00°41'23"E., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,036.42 FEET TO THE INTERSECTION WITH THE EASTERLY RAILROAD RIGHT OF WAY LINE OF FLORIDA POWER & LIGHT COMPANY (FORMERLY C.S.X. TRANSPORTATION INC. AND FORMERLY SEABOARD AIRLINE RAILROAD) (100.0 FEET WIDE); THENCE N.37°07'45"E., ALONG SAID EASTERLY RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 2,836.56 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 660.0 FEET OF SECTION 16, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S.89°00'47"E., ALONG SAID NORTH LINE OF THE SOUTH 660.0 FEET, A DISTANCE OF 967.91 FEET; THENCE S.89°00'53"E., ALONG SAID NORTH LINE OF THE SOUTH 660.0 FEET, A DISTANCE OF 2,657.20 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 16; THENCE S.00°37'21"W., ALONG SAID EAST LINE OF SECTION 16, A DISTANCE OF 660.01 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTIONS 16 & 21, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 25,903,529 SQUARE FEET OR 594.66 ACRES, MORE OR LESS.

LESS LOTS, TRACTS AND/OR PARCELS SOLD AND/OR TRANSFERRED THROUGHOUT THE REGULAR COURSE OF DEVELOPMENT

Crosswind Ranch Legal Description

RIMER PARCEL - DESCRIPTION (PER TITLE COMMITMENT NO. 9550462) PARCEL 1: East Parcel, a parcel of land lying and being in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22 for a Point of Beginning; thence continue North 89° 11' 47" East, along said north line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 1038.34 feet to the Northeast corner of said Northwest 1/4 of the Southeast 1/4; thence North 00° 05' 44" West, along the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 22, a distance of 1333.34 feet to the Northeast corner of said Southwest 1/4 of the Northeast 1/4; thence South 89° 12' 54" West, along the North line of said Southwest 1/4 of the Northeast 1/4, a distance of 1344.13 feet to the Northwest corner of said Southwest 1/4 of the Northeast 1/4; thence South 00° 25' 38" East, along the West line of said Southwest 1/4 of the Northeast 1/4, a distance of 333.42 feet to the Southeast corner of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence South 89° 10' 39" West, along the South line of said North 1/2 of the North 1/2, a distance of 1349.22 feet to the Southwest corner of said North 1/2 of the North 1/2; thence South 00° 40' 32" East, along the West line of said Southeast 1/4 of the Northwest 1/4, a distance of 999.82 feet to the Point of Beginning. LESS AND EXCEPTING a parcel of land lying and being in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet; thence South 89° 12' 54" West, 50.0 feet for a Point of Beginning; thence continue South 89° 12' 54" West, 431.09 feet; thence South 00° 03' 49" East, 505.00 feet; thence North 89° 12' 54" East, 434.77 feet; thence North 00° 30' 49" West, 504.97 feet to the Point of Beginning. SUBJECT TO : A 50 foot wide ingress, egress and utility easement lying in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 628.40 feet for a Point of Beginning; thence continue North 60° 59' 13" East, along said right-of-way line, a distance of 56.89 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence

North 00° 30' 49" West, along said East line, a distance of 889.69 feet; thence South 89° 12' 54" West, 50.0 feet; thence South 00° 30' 49" East, 916.60 feet to the Point of Beginning. LESS AND EXCEPTING a parcel of land lying and being in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet for a Point of Beginning; thence South 89° 12' 54" West, 431.09 feet; thence South 00° 03' 49" East, 505.00 feet; thence North 89° 12' 54" East, 435.06 feet; thence North 00° 30' 49" West, 504.97 feet to the Point of Beginning. SUBJECT TO: A 20 foot wide ingress, egress and utility easement lying in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet for a Point of Beginning; thence North 00° 30' 49" West, along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22, a distance of 384.72 feet; thence South 89° 12' 54" West, 20.00 feet; thence South 00° 30' 49" East, 395.49 feet; thence North 60° 59' 13" East, along the aforementioned right-of-way line, a distance of 22.76 feet to the Point of Beginning. TOGETHER WITH the West 50 feet of the following parcel: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet; thence South 89° 12' 54" West, 50.0 feet for a Point of Beginning; thence continue South 89° 12' 54" West, 431.09 feet; thence South 00° 03' 49" East, 505.00 feet; thence North 89° 12' 54" East, 434.77 feet; thence North 00° 30' 49" West, 504.97 feet to the Point of Beginning. SUBJECT TO: A 50 foot wide ingress, egress and utility easement lying in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 628.40 feet for a Point of Beginning; thence continue North 60°

59' 13" East, along said right-of-way line, a distance of 56.89 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet; thence South 89° 12' 54" West, 50.0 feet; thence South 00° 30' 49" East, 916.60 feet to the Point of Beginning. AND LESS AND EXCEPTING a parcel of land lying and being in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along the North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said line, a distance of 889.69 feet for a Point of Beginning; thence South 89° 12' 54" West, 50.00 feet; thence continue South 00° 30' 49" East, 504.97 feet; thence North 59° 12' 54" East, 50.00 feet; thence North 00° 30' 49" East, 504.97 feet to the Point of Beginning. AND LESS AND EXCEPTING a parcel of land lying and being in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet for a Point of Beginning; thence North 00° 30' 49" West, along said East line, a distance of 148.65 feet to the Northeast corner of said Northwest 1/4 of the Southeast 1/4; thence North 00° 05' 44" West, along the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 22, a distance of 1333.34 feet to the Northeast corner of said Southwest 1/4 of the Northeast 1/4; thence South 89° 12' 54" West, along the North line of said Southwest 1/4 of the Northeast 1/4, a distance of 429.18 feet; thence South 00° 03' 49" East 1482.01 feet; thence North 89° 12' 54" East, 431.09 feet to the Point of Beginning. PARCEL 2: A parcel of land lying and being in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet for a Point of Beginning; thence North 00° 30' 49" West, along said East line, a distance of 148.65 feet to the Northeast corner of said Northwest 1/4 of the Southeast 1/4; thence North 00° 05' 44" West, along the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 22, a distance of 1333.34 feet to the Northeast corner of said Southwest 1/4 of the Northeast 1/4; thence South 89° 12' 54" West, along the North line of said Southwest 1/4 of the Northeast 1/4, a distance of 429.18 feet; thence South 00° 03' 49" East 1482.01 feet; thence North 89° 12' 54" East, 431.09

feet to the Point of Beginning. TOGETHER WITH: A 20 foot wide easement for ingress, egress, and utilities lying in Section 22, Township 33 South, Range 19 East1 Manatee County, Florida described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 25 13.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line1 a distance of 161.84 feet for a Point of Beginning; thence continue North 60° 59' 13" East, along said right-of-way line, a distance of 22.86 feet; thence North 00° 03' 48" West, 1156.54 feet; thence South 89° 12' 54" West, 20.00 feet; thence South 00° 03' 49" East, 1167.35 feet to the Point of Beginning. PARCEL 3: A parcel of land lying and being in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet; thence South 89° 12' 54" West, 50.0 feet for a Point of Beginning; thence continue South 89° 12' 54" West, 431.09 feet; thence South 00° 03' 49" East, 505.00 feet; thence North 89° 12' 54" East, 434.77 feet; thence North 00° 30' 49" West, 504.97 feet to the Point of Beginning. SUBJECT TO: A 50 foot wide ingress, egress and utility easement lying in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 628.40 feet for a Point of Beginning; thence continue North 60° 59' 13" East, along said right-of-way line, a distance of 56.89 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet; thence South 89° 12' 54" West, 50.0 feet; thence South 00° 30' 49" East, 916.60 feet to the Point of Beginning. AND TOGETHER WITH a parcel of land lying and being in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet for a Point of Beginning; thence South 89° 12' 54" West, 431.09 feet; thence South 00° 03' 49" East,

505.00 feet; thence North 89° 12' 54" East, 435.06 feet; thence North 00° 30' 49" West, 504.97 feet to the Point of Beginning. SUBJECT TO: A 20 foot wide ingress, egress and utility easement lying In Section 22, Township 33 South, Range 19 East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet for a Point of Beginning; thence North 00° 30' 49" West, along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22, a distance of 384.72 feet; thence South 89° 12' 54" West, 20.00 feet; thence South 00° 30' 49" East, 395.49 feet; thence North 60° 59' 13" East, along the aforementioned right-of-way line, a distance of 22.76 feet to the Point of Beginning. LESS AND EXCEPTING the West 50 feet of the following parcel : Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East, along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along said North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-of-way line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said East line, a distance of 889.69 feet; thence South 89° 12' 54" West, 50.0 feet for a Point of Beginning ; thence continue South 89° 12' 54" West, 431.09 feet; thence South 00° 03' 49" East, 505.00 feet; thence North 89° 12' 54" East, 434.77 feet; thence North 00° 30' 49" West, 504.97 feet to the Point of Beginning. AND TOGETHER WITH a parcel of land lying and being in Section 22, Township 33 South, Range 1g East, Manatee County, Florida, described as follows: Commence at the Southwest corner of said Section 22; thence North 00° 52' 31" West, along the West line of said Section 22, a distance of 2513.28 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence North 89° 11' 47" East along the North line of said Southwest 1/4, a distance of 1345.74 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22; thence continue North 89° 11' 47" East, along the North line, a distance of 1345.74 feet to the Southeast corner of said Southeast 1/4 of the Northwest 1/4; thence South 28° 51' 46" East, 1543.70 feet to a point on the North right-of-way line of State Road 62; thence North 60° 59' 13" East, along said right-ofway line, a distance of 685.29 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 00° 30' 49" West, along said line, a distance of 889.69 feet for a Point of Beginning; thence South 89° 12' 54" West, 50.00 feet; thence continue South 00° 30' 49", 504.97 feet; thence North 59° 12' 54" East, 50.00 feet; thence North 00° 30' 49" 504.97 feet to the Point of Beginning. AND TOGETHER WITH: KEEN PARCEL - DESCRIPTION (PER TITLE COMMITMENT NO. 9698091) The Northwest 1/4 of the Northwest 1/4 of Section 23, Township 33 South, Range 19 East, Manatee County, Florida. And Begin at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 33 South, Range 19 East, Manatee County, Florida; thence South 440 yards, thence East 110 yards, thence North 440 yards and West 110 yards to the Point of Beginning. AND TOGETHER WITH: BRC PARCEL - DESCRIPTION (PER TITLE COMMITMENT NO. 9278169) The West 1/2 of the SE 1/4 of the NE 1/4 and the West 1/2 of the NE 1/4 of the SE 1/4, lying North of Highway #62, in Section 22, Township 33 South, Range 19 East, Manatee County, Florida. AND The South 1/4 of the West 1/2 of the NE 1/4 of the NE 1/4, the NW 1/4 of the NE 1/4, LESS: Begin at the NE corner of the NW 1/4 of the NE 1/4, South 220 yards, West 165 yards, North

220 yards, East 165 yards to Point of Beginning. The NE 1/4 of the NW 1/4, LESS property described in Deed Book 313, Page 593, of the Public Records of Manatee County, Florida, and the North 1/2 of the North 1/2 of the SE 1/4 of the NW 1/4, all in Section 22, Township 33 South, Range 19 East, Manatee County, Florida. AND TOGETHER WITH: CHAPMAN PARCEL - DESCRIPTION (PER TITLE COMMITMENT NO. 9362421) PARCEL 1: The West 273 yards of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 33 South, Range 19 East, Manatee County, Florida. PARCEL 2: The South 1/2 of the Southeast 1/4, Section 15, Township 33 South, Range 19 East, Manatee County, Florida. PARCEL 3: The East 1/2 of the Northeast 1/4 of the Northeast 1/4, and the North 3/4 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4, Section 22, Township 33 South, Range 19 East, Manatee County, Florida. PARCEL 4: The North 220 yards of the East 165 yards of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 33 South, Range 19 East, Manatee County, Florida. PARCEL 5: Begin 165 yards West of the Northeast corner of the Northwest 1/4 of the Northeast 1/4, run thence South 147 yards, thence West 330 yards, thence North 147 yards, thence East 330 yards to the Point of Beginning, all In Section 22, Township 33 South, Range 19 East, Manatee County, Florida. PARCEL 6: Beginning at the Southeast corner of the Southwest 1/4 of Section 14, Township 33 South, Range 19 East, running thence West 167 yards; thence North 440 yards to the North boundary line of said Southwest 1/4 of the Southwest 1/4; thence East 167 yards; thence South to the Point of Beginning. TOGETHER WITH easement recorded In Official Records Book 1151, Page 1049, of the Public Records of Manatee County, Florida.

LESS LOTS, TRACTS AND/OR PARCELS SOLD AND/OR TRANSFERRED THROUGHOUT THE REGULAR COURSE OF DEVELOPMENT

Gagne Legal Description

A parcel of land lying in Section 22, Township 33 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 22, run thence along the West boundary of said Section 22, the following two (2) courses: 1) North 00°19'08" East, 60.00 feet to a point on the North maintained right-of-way line of State Road 62 (Parrish -Wauchula Road) for a Point of Beginning; 2) continue North 00°19'08" East, 2453.09 feet to the Northwest corner of the Southwest 1/4 of said Section 22; thence along the North boundary of said Southwest 1/4 of Section 22, South 89°36'28" East, 2691.06 feet to the Northeast corner thereof; thence South 27°40'48" East, 1543.46 feet to a point on the Northerly maintained right-of-way line of aforesaid State Road 62, as found monumented; thence along said Northerly maintained right-of-way line and the Northerly right-of-way line of State Road 62, per Florida Department of Transportation

Right-of-Way Map Section 13060-2501 (120' right-of-way), as found monumented, South 62°10'34" West, 1185.47 feet to the Southeasterly corner of that certain parcel of land described in Official Records Book 1920, page 4101, of the public records of Manatee County, Florida; thence along the Easterly boundary of said parcel of land described in Official Records Book 1920, page 4101, and the Easterly boundary of that certain parcel of land described in Official Records Book 1783, page 107, of the public records of Manatee County, Florida, North 48°01'59" West, 1335.79 feet to the Northeasterly corner of said parcel of land described in Official Records Book 1783, page 107; thence along the North boundary of said parcel of land described in Official Records Book 1783, page 107, North 89°04'25" West, 152.29 feet to the Northwest corner thereof; thence along the West boundary of said parcel of land described in Official Records Book 1783, page 107, South 00°19'08" West, 629.97 feet to the Southwest corner thereof, also being the Northeast corner of that certain parcel of land described in Official Records Book 1772, page 5026, of the public records of Manatee County, Florida; thence along the North boundary of said parcel of land described in Official Records Book 1772, page 5026, and the North boundary of that certain parcel of land described in Official Records Book 1742, page 6120, of the public records of Manatee County, Florida, North 89°04'25" West, 589.98 feet to the Northwest corner of said parcel of land described in Official Records Book 1742, page 6120; thence along the West boundary of said parcel of land described in Official Records Book 1742, page 6120, South 00°19'07" West, 799.97 feet to the aforesaid North right-of-way line of State Road 62, per Florida Department of Transportation Right - of- Way Map Section 13060-2501 (120' right-of-way), as found monumented; thence along said North right-of-way line and aforesaid North maintained right-of-way line, North 89°04'25" West, 294.99 feet to the Southeast corner of that certain parcel of land described in Official Records 1768, page 4066, of the public records of Manatee County, Florida; thence along the East boundary of said parcel of land described in Official Records Book 1768, page 4066, North 00°19'08" East, 799.97 feet to the Northeast corner thereof; thence along the North boundary of said parcel of land described in Official Records Book 1768, page 4066, North 89°04'25" West, 274.98 feet to the Northwest corner thereof; thence along the West boundary of said parcel of land described in Official Records Book 1768, page 4066, South 00°19'08" West, 799.97 feet to aforesaid North maintained right-of-way line of State Road 62; thence along said North maintained right-of-way line, North 89°04'25" West, 60.00 feet, to the Point of Beginning.

A parcel of land lying and being in section 22, township 33 south, range 19 east, Manatee County, Florida described as follows:

Commence at the Southwest corner of said Section 22; Thence n 00° 52'31" W, along the West line of said Section 22, a distance of 60.00 feet to a point on the North right-of-way line of state road number 62; Thence n 89° 43'57" e, along said North right-of-way-line, a distance of 60.00 feet for a point beginning; Thence continue n 89°43'57" e, along said North right-of-way line, a distance of 275.00 feet; Thence n 00° 52'31" W, 800.00 feet; Thence s 89° 43'57" W, 275.00 feet; Thence s 00° 52'31" e, 800.00 feet to the point of beginning.

LESS LOTS, TRACTS AND/OR PARCELS SOLD AND/OR TRANSFERRED THROUGHOUT THE REGULAR COURSE OF DEVELOPMENT

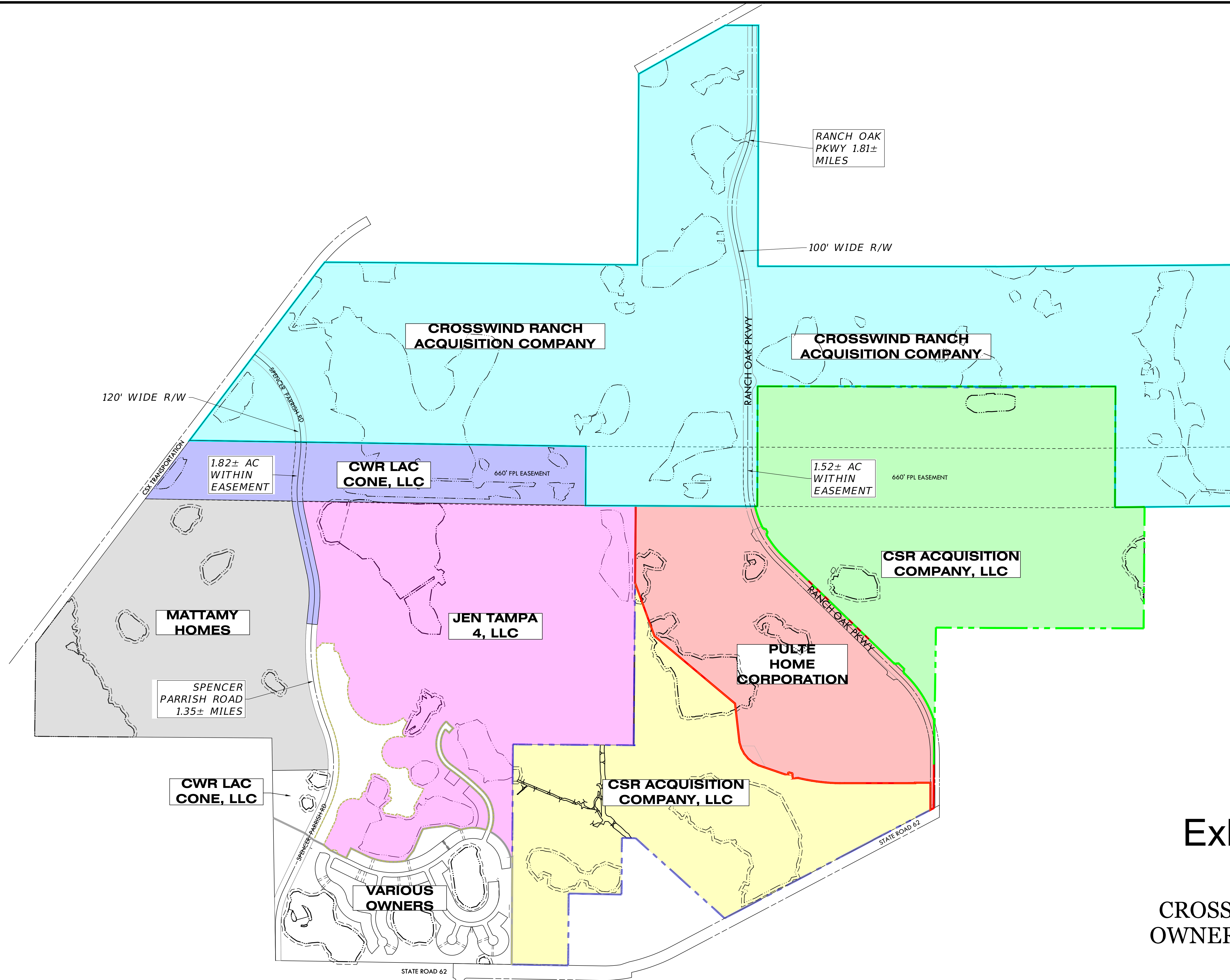


Exhibit "B"

CROSSWIND RANCH OWNERSHIP EXHIBIT

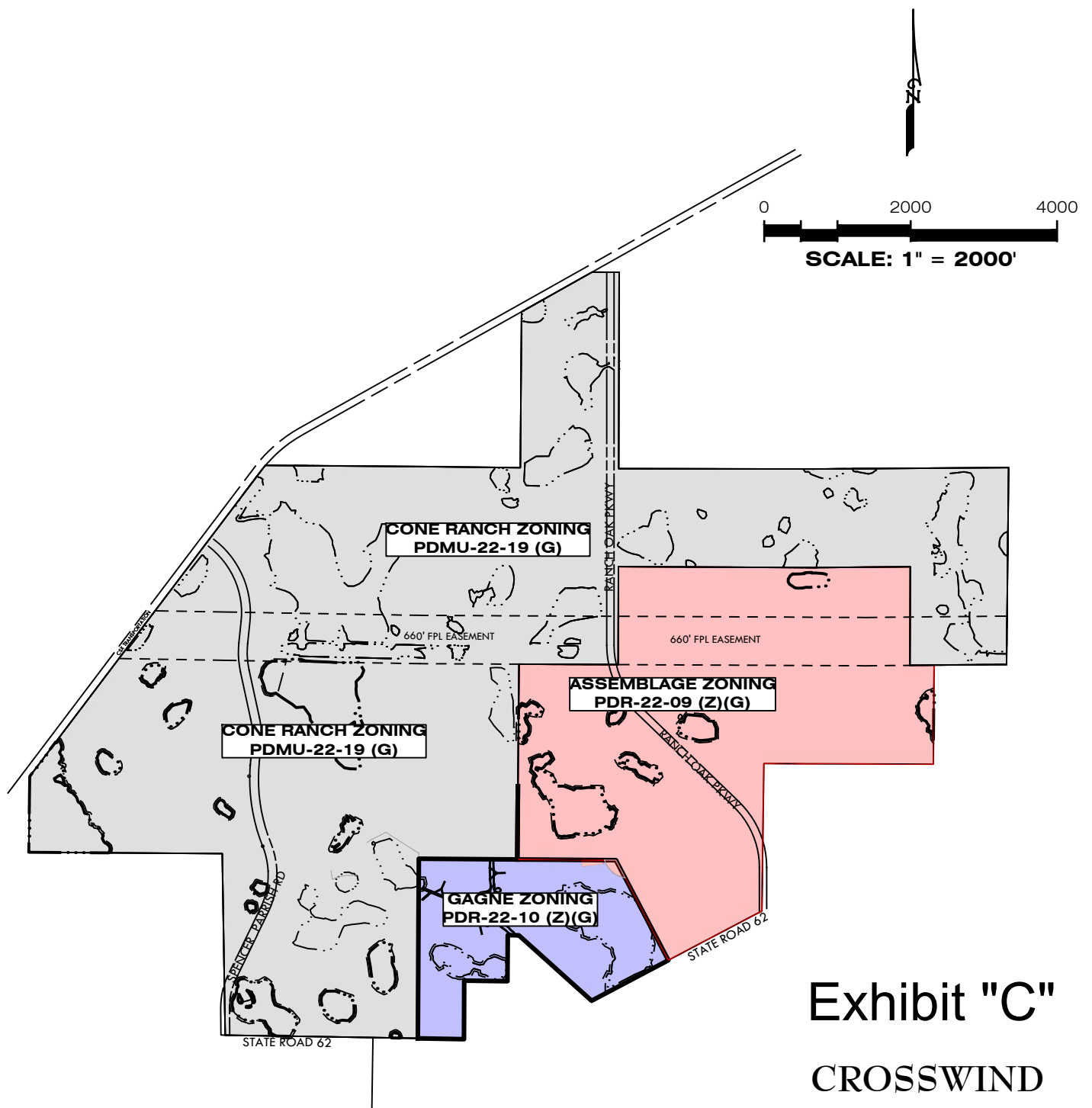


Exhibit "C"

CROSSWIND RANCH ZONING EXHIBIT

PREPARED BY:



Clearview
LAND DESIGN, P.L.

Registered Business Number: RY28858
3010 W Azeele St., Suite 150, Tampa, Florida 33609
Office: 813-223-3919 Fax: 813-223-3975

Date: January 12, 2024

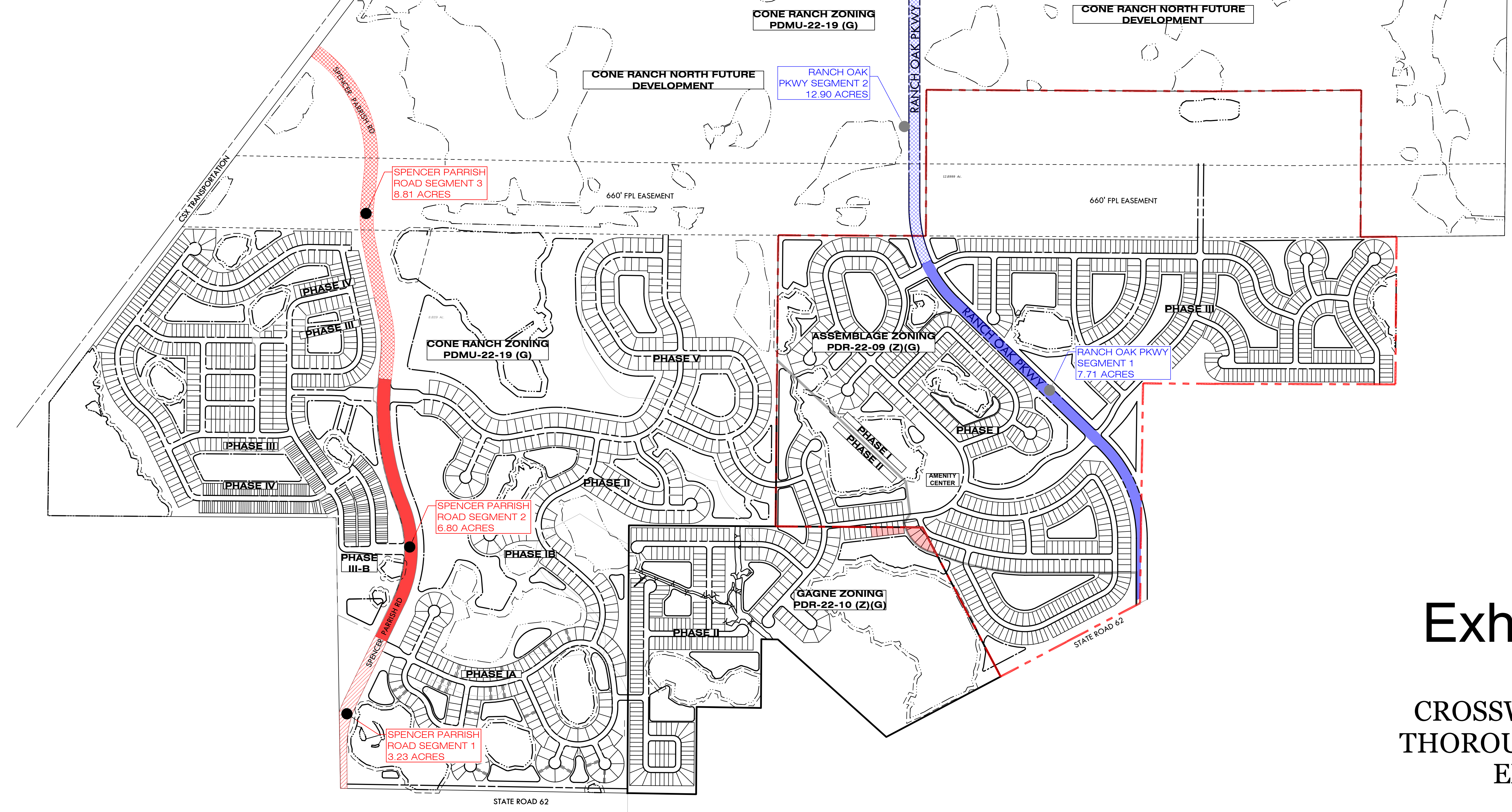
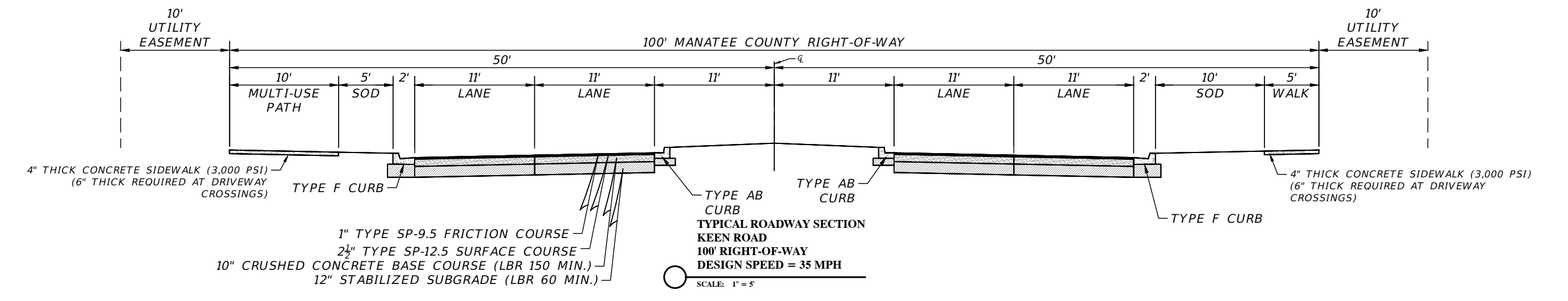
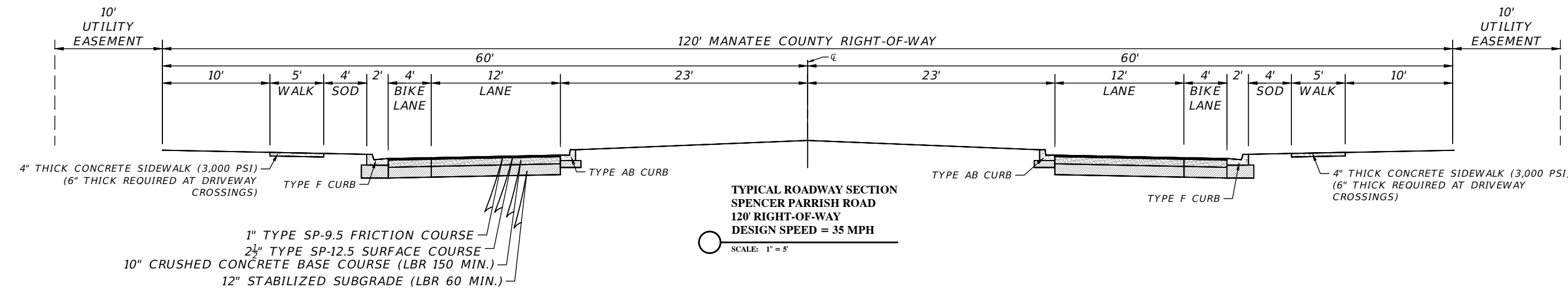


Exhibit "D"

**CROSSWIND RANCH
THOROUGHFARE R/W
EXHIBIT**

Exhibit E- Cost Estimate

ROADWAY IMPROVEMENTS SPENCER PARRISH SEGMENT 1

Description	Unit	County Required Oversizing		Total
		Quantity	Unit Price	
12" Sub Base	SY	10875	\$ 11.20	\$ 121,800.00
10" Base	SY	8915	\$ 25.66	\$ 228,758.90
AB Curb (Median)	LF	2800	\$ 23.10	\$ 64,680.00
Asphalt 3"	SY	10893	\$ 23.45	\$ 255,440.85
			\$	670,679.75
TOTAL				\$670,679.75
COUNTY IMPACT FEES				\$388,994.26

58%

ROADWAY IMPROVEMENTS SPENCER PARRISH SEGMENT 2

Description	Unit	County Required Oversizing		Total
		Quantity	Unit Price	
12" Sub Base	SY	11000	\$ 17.50	\$ 192,500.00
10" Base	SY	11000	\$ 25.66	\$ 282,260.00
AB Curb (Median)	LF	5000	\$ 28.50	\$ 142,500.00
Asphalt 3"	SY	11000	\$ 46.25	\$ 508,750.00
			\$	1,126,010.00
TOTAL				\$1,126,010.00
COUNTY IMPACT FEES				\$ 461,664.10

41%

ROADWAY IMPROVEMENTS SPENCER PARRISH SEGMENT 3

Description	Unit	County Required Oversizing		Total
		Quantity	Unit Price	
12" Sub Base	SY	13000	\$ 17.50	\$ 227,500.00
10" Base	SY	13000	\$ 25.66	\$ 333,580.00
AB Curb (Median)	LF	6400	\$ 28.50	\$ 182,400.00
Asphalt 3"	SY	13000	\$ 46.25	\$ 601,250.00
			\$	1,344,730.00
TOTAL				\$1,344,730.00
ESTIMATED IMPACT FEE				\$51,339.30

41%

Traffic Signal Cost SR 62 Spencer Parrish Road

TOTAL	\$850,000.00
ESTIMATED IMPACT FEE	\$850,000.00

100%

Spencer Parrish Road/SR 62 Intersection

TOTAL	UPDATE	\$750,000.00
ESTIMATED IMPACT FEE		\$750,000.00

100%

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 1

Project Required Description	Unit	Quantity	Unit Price	Total	County Required Oversizing (2-16' Lanes)			Total	Developer Elected (4-11' lanes)			Total		
					Description	Unit	Quantity		Unit Price	Description	Unit		Quantity	Unit Price
6" Sub Base	SY	12400	\$10.00	\$124,000.00	12" Sub Base	SY	16530	\$18.00	\$297,540.00	12" Sub Base	SY	22312	\$18.00	\$401,616.00
6" Base	SY	12400	\$17.50	\$217,000.00	10" Base	SY	16530	\$26.50	\$438,045.00	10" Base	SY	22312	\$26.50	\$591,268.00
Asphalt 2"	SY	12400	\$ 21.00	\$260,400.00	Asphalt 3.5"	SY	16530	\$ 38.50	\$636,405.00	Asphalt 3.5"	SY	22312	\$ 38.50	\$859,012.00
Required Drainage (20%)	AC	0.77	\$ 100,000.00	\$77,000.00	Required Drainage (20%)	AC	1.54	\$ 100,000.00	\$154,000.00	Required Drainage (20%)	AC	1.54	\$ 100,000.00	\$154,000.00
TOTAL				\$678,400.00				TOTAL	\$1,525,990.00				TOTAL	\$2,005,896.00
								Developer's Cost	\$678,400.00				Developer's Cost	\$1,158,306.00
								ESTIMATED IMPACT FEE	\$847,590.00				ESTIMATED IMPACT FEE	\$847,590.00
								Credit Percentage of Total Cost	55.54%				Credit Percentage of Total Cost	42.25%

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 2

Project Required Description	Unit	Quantity	Unit Price	Total	County Required Oversizing (2-16' Lanes)				Developer Elected (4-11' Lanes)					
					Description	Unit	Quantity	Unit Price	Total	Description	Unit	Quantity	Unit Price	Total
6" Sub Base	SY	7500	\$10.00	\$75,000.00	12" Sub Base	SY	10000	\$18.00	\$180,000.00	12" Sub Base	SY	13500	\$18.00	\$243,000.00
6" Base	SY	7500	\$17.50	\$131,250.00	10" Base	SY	10000	\$26.50	\$265,000.00	10" Base	SY	13500	\$26.50	\$357,750.00
Asphalt 2"	SY	7500	\$ 21.00	\$157,500.00	Asphalt 3.5"	SY	10000	\$ 38.50	\$385,000.00	Asphalt 3.5"	SY	13500	\$ 38.50	\$519,750.00
Required Drainage (20%)	AC	0.66	\$ 100,000.00	\$66,000.00	Required Drainage (20%)	AC	1.33	\$ 100,000.00	\$133,000.00	Required Drainage (20%)	AC	1.33	\$ 100,000.00	\$133,000.00
TOTAL				\$429,750.00				TOTAL	\$963,000.00				TOTAL	\$1,253,500.00
								Developer's Cost	\$429,750.00				Developer's Cost	\$720,250.00
								ESTIMATED IMPACT FEE	\$533,250.00				ESTIMATED IMPACT FEE	\$533,250.00
								Credit Percentage of Total Cost	55.37%				Credit Percentage of Total Cost	42.54%

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 3

Project Required Description	Unit	Quantity	Unit Price	Total	County Required Oversizing (2-16' Lanes)			Total	Constructed (4-11' Lanes)	Description	Unit	Quantity	Unit Price	Total
					Description	Unit	Quantity							
6" Sub Base	SY	7750	\$10.00	\$77,500.00	12" Sub Base	SY	10500	\$18.00	\$189,000.00	12" Sub Base	SY	14175	\$18.00	\$255,150.00
6" Base	SY	7750	\$17.50	\$135,625.00	10" Base	SY	10500	\$26.50	\$278,250.00	10" Base	SY	14175	\$26.50	\$375,637.50
Asphalt 2"	SY	7750	\$ 21.00	\$162,750.00	Asphalt 3.5"	SY	10500	\$ 38.50	\$404,250.00	Asphalt 3.5"	SY	14175	\$ 38.50	\$545,737.50
Required Drainage (20%)	AC	0.66	\$ 100,000.00	\$66,000.00	Required Drainage (20%)	AC	1.33	\$ 100,000.00	\$133,000.00	Required Drainage (20%)	AC	1.33	\$ 100,000.00	\$133,000.00
TOTAL				\$441,875.00	TOTAL				\$1,004,500.00	TOTAL				\$1,309,525.00
					Developer's Cost				\$441,875.00	Developer's Cost				\$746,300.00
					ESTIMATED IMPACT FEE				\$562,625.00	ESTIMATED IMPACT FEE				\$562,625.00
					Credit Percentage of Total Cost				56.01%	Credit Percentage of Total Cost				42.96%

Traffic Signal Cost SR 62 Ranch Oak Parkway

TOTAL	\$850,000.00
ESTIMATED IMPACT FEE	\$850,000.00

SR 62 Turn Lane Ranch Oak Parkway

Current FDOT Required Improvements	
TOTAL	\$4,911,026.00
ESTIMATED IMPACT FEE	\$4,911,026.00

Total Estimated Credits

Improvements	\$9,855,830.30
ROW	\$2,140,720.00
Total	\$11,996,550.30

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Elizabeth Bradburn who was sworn and says that the following information is true and correct:

1. I am the CFO of Crosswind Ranch Development Corporation, a Florida corporation. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 23rd day of February, 2026, by Elizabeth Bradburn,
who

☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]



My Commission Expires: 10/9/2029

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix
official notary seal below.)



ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Elizabeth Bradburn who was sworn and says that the following information is true and correct:

1. I am the CFO of **CWR LAC CONE, LLC**, a Florida limited liability company. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 23rd day of February, 2026, by Elizabeth Bradburn,
who

☒ is personally known to me or
☐ has produced _____ as identification.

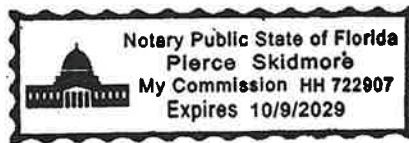
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

[Signature]

My Commission Expires: 10/9/2029

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix
official notary seal below.)



ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Elizabeth Bradburn who was sworn and says that the following information is true and correct:

1. I am the CFO of **CROSSWIND RANCH ACQUISITION COMPANY, LLC**, a Florida limited liability company. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 23rd day of February, 2026, by Elizabeth Bradburn,
who

☒ is personally known to me or
☐ has produced _____ as identification.

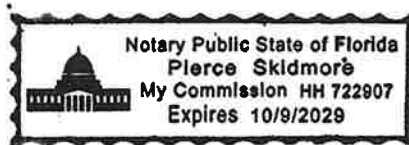
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]



My Commission Expires: 10/9/2029

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix
official notary seal below.)



ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Jeffrey Deason who was sworn and says that the following information is true and correct:

1. I am the Vice President - Land Development of **PULTE HOME COMPANY, LLC**, a Florida limited liability company. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Signature Jeffrey Deason -
Pulte Home Company, LLC

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 25 day of FEBRUARY, 2026, by JEFFREY DEARSON,
who

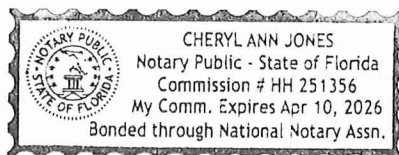
☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Cheryl Ann Jones
Signature of Notary Public

My Commission Expires: APRIL 10, 2026

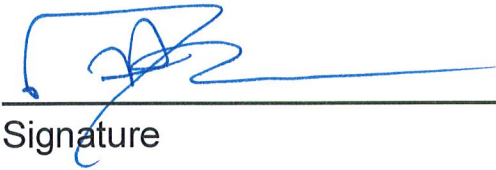
(Legibly print, type, or stamp commissioned name of Notary Public and affix
official notary seal below.)



ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Matt O'Brien who was sworn and says that the following information is true and correct:

1. I am the Vice President of **JEN TAMPA 4, LLC**, a Florida limited liability company. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 24th day of February, 2026, by Matt O'Brien,
who

☒ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]



My Commission Expires: 6-9-27

Signature of Notary Public

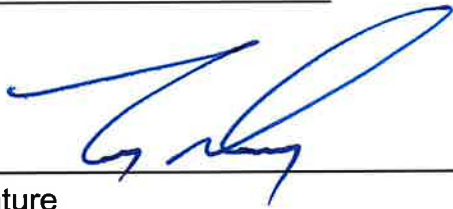
(Legibly print, type, or stamp commissioned name of Notary Public and affix
official notary seal below.)



ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared **Timothy Murray** who was sworn and says that the following information is true and correct:

1. I am the **Vice President** of **MATTAMY TAMPA/SARASOTA, LLC**, a Florida limited liability company. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.



Signature

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of physical presence this 24th day of February, 2026, by Timothy Murray, who is personally known to me.



Signature of Notary Public

My Commission Expires: 12/3/2027

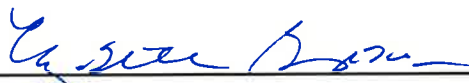
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Elizabeth Bradburn who was sworn and says that the following information is true and correct:

1. I am the Authorized Agent of **CSR ACQUISITION COMPANY 1, LLC**, a Florida limited liability company. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.


Signature

STATE OF FLORIDA
COUNTY OF MANATEE

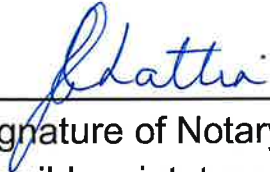
Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 14 day of April, 2026, by ELIZABETH BRADBURN,
who

☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]



My Commission Expires: 5.31.2026

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix
official notary seal below.)



JANET LEE CHATTIN
Commission # HH 405142
Expires May 31, 2027



April 23, 2026 - Land Use Meeting

Subject

SSP-23-01(R) – RESOLUTION 26-049- North County Middle School- School Site Plan Revision- PLN2312-0016.REV - Alyssa Grove, Planner I - District 1

Allowing for the modification to the previously approved plans for the addition of a classroom building at the North County Middle School in the UF-3 (Urban Fringe – 3 DU/AC) Future Land Use Category; making a Determination of Consistency with the Comprehensive Plan for a School Site Plan Revision to incorporate the addition of a 17,779 square-foot classroom building and associated site, grading, drainage, and utility improvements and increasing the student capacity under the previously-approved CLOS from 1,141 students by 563 students to 1,704 students; all on approximately 30.0 acres within the PDMU (Planned Development – Mixed Use) Zoning District; generally located within the Haval Farms development within the unincorporated area of Manatee County.

Category

ADVERTISED PUBLIC HEARINGS (Presentations Upon Request)

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Presenter: Alyssa Grove, Planner I, 941-748-4501 x6836, Alyssa.Grove@mymanatee.org

Contact: Abigail Bonds, Planning and Zoning Tech III, 941-748-4501 x3927, Abigail.bonds@mymanatee.org

Action Requested

ALTERNATIVE MOTION(S):

APPROVAL

Based upon the staff report, evidence presented, comments made at the Public Hearing, the action of the Planning Commission, and finding the request to be CONSISTENT with the Manatee County Comprehensive Plan and the applicable standards for review in the Land Development Code, as conditioned herein, I move to ADOPT Manatee County Resolution No. 26-0xx49/School Site Plan (SSP-23-01(R)); APPROVAL of a School Site Plan which includes the addition of a 17,779 square-foot classroom building to the previously approved School Site Plan.

DENIAL

Based upon the staff report, evidence presented, comments made at the Public Hearing, the action of the Planning Commission, and finding the request to be INCONSISTENT with the Manatee County Comprehensive Plan and the applicable standards for review in the Land Development Code, as conditioned herein, I move to DENY Manatee County Resolution No. 26-0xx49/School Site Plan (SSP-23-01(R)) which includes the addition of a 17,779 square-foot classroom building to the previously approved School Site Plan.

Enabling/Regulating Authority

Manatee County Comprehensive Plan
Manatee County Land Development Code

Applicable Advisory Board

N/A

Background Discussion

- **Request**

This is a request to amend the previously approved School Site Plan to add a 17,779 square foot classroom building and increase the previously approved CLOS from 1,141 students to 1,704 students. This increase of approximately 49% requires the submittal of a School Site Plan for a Determination of Consistency by the Board of County Commissioners.

- Specific Approval: N/A
- Stipulations: N/A

- **General Information**

- Location: generally located northwest of the intersection between Fort Hamer Rd and North River Ranch Trail at 11620 North River Ranch Trail, Parrish, FL 34219
- Acreage of Project: Approximately 30 acres
- Density/Intensity of Project: Density - N/A / intensity - 0.15

- **Affordable Housing**

- N/A

- **Future Land Use Category (FLUC)**

- UF-3 (Urban Fringe – 3)

- **Land Use History**

- FLUC: The site has been designated with the UF-3 FLUC since the adoption of the Manatee County Comprehensive Plan in 1989.
- Zoning: The subject property was rezoned on April 4, 2019, per Zoning Ordinance PDMU-17-26(Z)(G).

- **Surrounding Areas Zoning/Uses**

- The property is surrounded by the Haval Farms GDP on all sides which contains residential uses and is also included within the PDMU-17-26 Zoning Ordinance.

- **Conclusion**

- Based on the professional review of staff, the requested School Site Plan Amendment allows for a logical expansion of the North County Middle School.

Attorney Review

~~Not Reviewed (No apparent legal issues)~~

Sarah Schenk reviewed and responded by email to Matter #FY25/26-0300 on April 6, 2025.

Instructions to Board Records

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

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Board of County Commissioners: 04/23/2026

**PDC-24-17(Z)(G) – SR 64/ UIHLEIN ROAD COMMERCIAL –ALBATROS 64 PARTNERS – (OWNER)
CASTO NET LEASE PROPERTIES, LLC AND ALBATROSS 64 PARTNERS (CONTRACT
PURCHASER)– PLN2407-0031**

An Ordinance of the Board of County Commissioners of Manatee County, Florida, regarding land development, amending the official zoning atlas (Ordinance 15-17, as amended, the Manatee County Land Development Code), relating to zoning within the unincorporated area; providing for the rezone of approximately 15.3 acres of a 37.3 acre parcel generally located on the north side of SR 64 at the intersection with Uihlein Road from A (General Agriculture) to PDC (Planned Development Commercial); approving a General Development Plan for a maximum of 195,000 square feet of commercial uses, distributed in three commercial areas, identified in the General Development Plan as Project Area 1,2 and 3, and approving Schedule of Permitted and Prohibited Uses as voluntarily proffered by the applicant attached as Exhibit B; subject to stipulations as conditions of approval; setting forth findings; providing a legal description; providing for severability; and providing an effective date.

Planning Commission: 7/10/2025

**Board of County Commissioners: 9/4/2025, 10/9/2025, 12/04/2025,
01/08/2026, 02/12/2026 and
04/23/2026**

ALTERNATIVE MOTIONS

APPROVAL:

Based upon the staff report, evidence presented, comments made at the Public Hearing, the action of the Planning Commission, and finding the request to be **CONSISTENT** with the Manatee County Comprehensive Plan and in compliance with the applicable review standards in the Manatee County Land Development Code, as stipulated herein, I move to **ADOPT** Manatee County Zoning Ordinance Number **PDC-24-17(Z)(P)(G)**; and **APPROVE** the General Development Plan with Stipulations A.1-A.7, B.1-B.6, C.1-C.2, and D.1, as recommended by the Planning Commission.

DENIAL:

I move to take from the table proposed Resolution No. R-26-004. I move to adopt Resolution No. R-26-004 Notice of Denial.

PLANNING COMMISSION ACTION:

On July 10, 2025, by a vote of 3- 1, the Planning Commission recommended approval. Mr. Bower voted nay due to timing and traffic conditions. Mr. DeLesline, Ms. Gay and Mr. Ziegler were absent.

BOARD OF COUNTY COMMISSIONERS LAND USE MEETING ACTION:

On September 4, 2025, by a vote of 5-0, the Board of County Commissioners voted to continue the public hearing to October 9, 2025, Board of County Commissioners Land Use Meeting with Commissioner Ballard and Siddique absent.

On October 9, 2025, by a vote of 5-2, the Board of County Commissioners voted to continue the public hearing to December 4, 2025, Board of County Commissioners Land Use Meeting with Commissioners Felts and McCann voting nay.

On December 4, 2025, by a vote of 4-3, the Board of County Commissioners voted to deny, with Commissioners Kruse, Siddique, and Rahn voting nay.

On January 8, 2026, Rachel Layton, Division Manager and Impact Fee Administrator continued to February 12, 2026.

On February 12, 2026, A motion was carried 5-2, with Commissioners McCann and Felts voting nay, to table Resolution R-26-004 providing the Notice of Denial for Ordinance PDC-24-17(Z)(G) - SR 64/Uihlein Road Commercial–Albatros 64 Partners, to no date set certain.

PUBLIC COMMENT AND CORRESPONDENCE:

July 10, 2025 – Planning Commission

There were no public comments.

An updated General Development Plan and updates to the staff report were entered into the record.

September 4, 2025 - Board of County Commissioners

There were no public comments.

A request from the Applicant to continue to October 9, 2025, was entered into the record.

October 9, 2025 - Board of County Commissioners

There were no public comments.

A revised motion for a new continuance date to December 4, 2025, was entered into the record.

December 4, 2025 - Board of County Commissioners

Public Comments:

Julie and John Spicer presented aerials of the project's surrounding area, expressed concerns about flooding and impacts on Zipperer Road, and opposed approval of the project.

Mark VanDeRee requested denial of the project, and presented outdated flood maps along with aerials of the surrounding area.

Revised Staff Report with changes in the Transportation, Positive and Negative Aspects Sections was entered into the record.

January 8, 2026 - Board of County Commissioners

There was no public comment, and nothing was entered into the record.

February 12, 2026 - Board of County Commissioners

Public Comments

Kyle Grimes addressed the letter attached to the agenda item, and requested the denial resolution be tabled to a future meeting.

Julie Spicer expressed concern regarding flooding related to this project.

Added Resolution, Ex-Parte Communication and a revised motion was entered into the record.

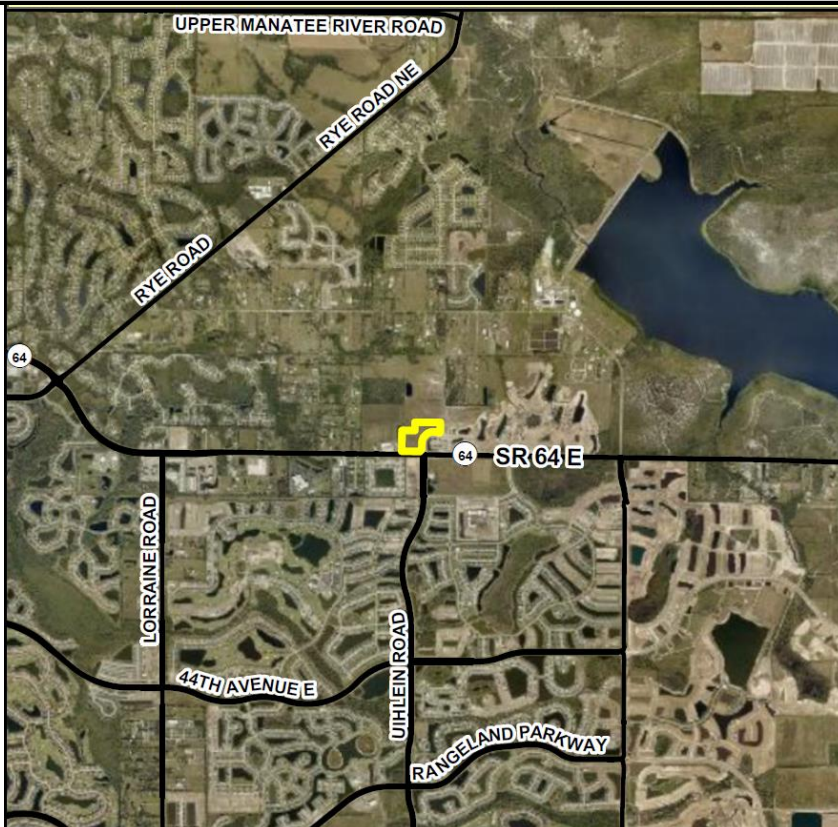
Section	
1	Project Summary
2	Maps & Discussion
3	Project Details
4	LDC Analysis
5	Comp Plan Analysis
6	Positive/Negative Aspects
7	Stipulations

SECTION 1	
PROJECT SUMMARY	
CASE NUMBER	PDC-24-17(Z)(P) (PLN2407-0031)
PROJECT NAME	SR 64/ Uihlein Road Commercial
PARCEL ID (Parent Parcel)	570300709
ADDRESS	Not assigned
GENERAL LOCATION	<u>Parent Parcel</u> North side of SR 64 at the intersection with Uihlein Road <u>Site (to be rezoned)</u> South side of the parcel
ACRES	Parent parcel: 37.3 acres Site (subject to this rezoning request): Approximately 15.3 acres
APPLICANT(S) / AGENT	Albatros 64 Partners (Owner)/ Dan Moyer (Applicant)/ Rhea Hunter (Agent) Casto Net Lease Properties, LLC/Albatros 64 Partners (Contract Purchaser)
FUTURE LAND USE CATEGORY	<u>Parent Parcel</u> - RES-1 (30.18 acres) - MU-C/R (7.12 acres) <u>Subject Site</u> - RES-1 (8.18 acres) - MU-C/R (7.12 acres)
ZONING	Existing: A (General Agriculture) Proposed: PDC (Planned Development Commercial)
PROPOSED USE(S)	Commercial Uses, limited to those voluntarily proffered by the applicant in the Exhibit "B": Schedule of Permitted Uses
DENSITY/ INTENSITY	<u>Density</u> : Not applicable <u>Intensity (Combined)</u> :

	- Maximum allowed: 0.29 (196,116.54 square feet /666,468 square feet) <table><tr><th>FLUC</th><th>Acres</th><th>Max FAR</th><th>Max Sq Ft</th></tr><tr><td>MU-C/R</td><td>7.12</td><td>0.23</td><td>71,333.86</td></tr><tr><td>RES-1</td><td>8.18</td><td>0.35</td><td>124,712.28</td></tr><tr><td></td><td>15.3⁽¹⁾</td><td></td><td>196,046.14</td></tr></table> (1) Equivalent to 666,468 sq. ft. Proposed: 195,000 square feet/ 666,468 square feet = 0.29 FAR	FLUC	Acres	Max FAR	Max Sq Ft	MU-C/R	7.12	0.23	71,333.86	RES-1	8.18	0.35	124,712.28		15.3 ⁽¹⁾		196,046.14
FLUC	Acres	Max FAR	Max Sq Ft														
MU-C/R	7.12	0.23	71,333.86														
RES-1	8.18	0.35	124,712.28														
	15.3 ⁽¹⁾		196,046.14														
OVERLAYS/SPECIAL AREAS	None																
SPECIFIC APPROVAL REQUEST(S) (if applicable)	None																
CASE MANAGER	Laura Gonzalez, Principal Planner																

SECTION 2

MAPS & DISCUSSION

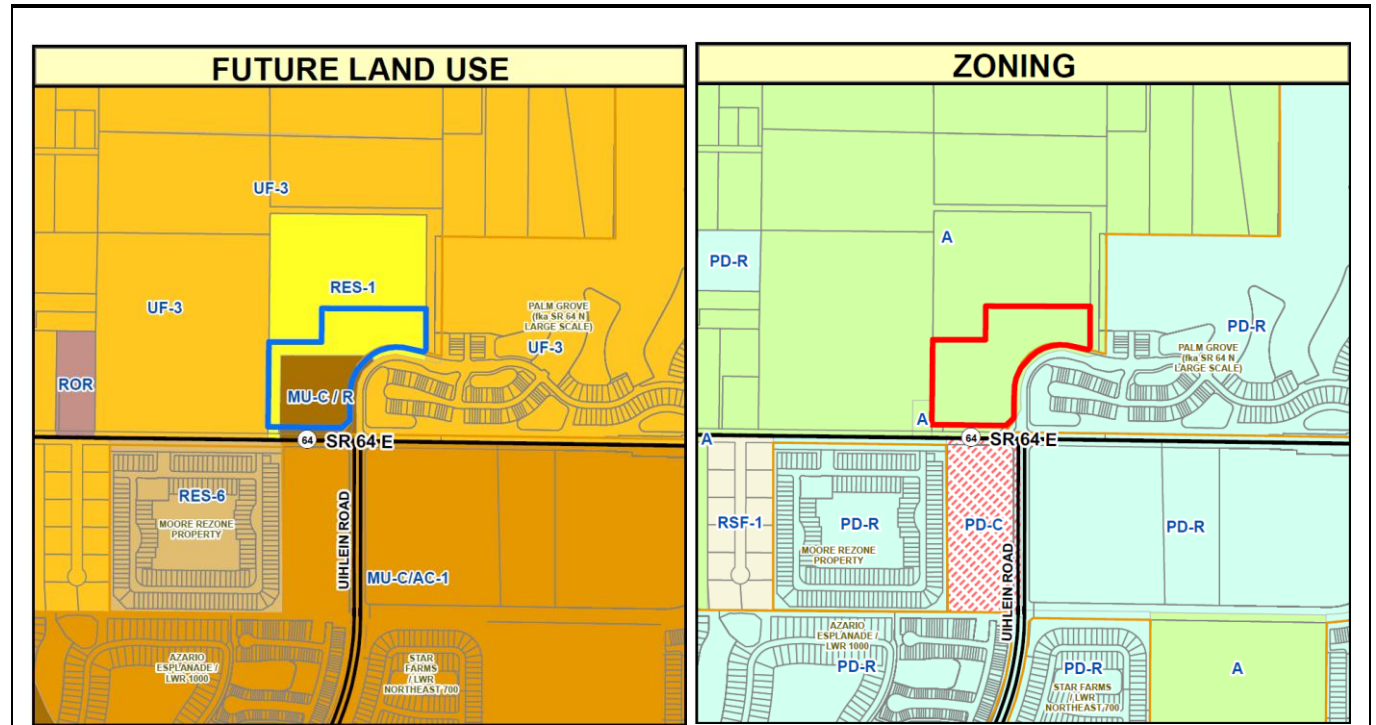


The 15.3-acre site is within a property totaling 37.3± acres, generally located on the north side of SR 64 at the intersection with Uihlein Road.

Two FLUCs split the property: MU-CR with frontage on SR 64 and RES-1 to the north and west. The MU-C/R portion is within the Northeast Quadrant development, approved in 2009 and amended in 2022, which allows residential, commercial, offices and industrial uses.

The zoning is A (General Agriculture), as well as properties to the north and west. However, this area of the county is rapidly transforming from agricultural lands into suburban residential communities, as shown in the zoning map. Nonresidential uses have begun to be approved to support the extended suburban residential areas in the vicinity of the property, as for example the shopping center at the southwest corner of the SR 64 and Uihlein Road intersection. The location of this site, on

the other side of SR 64 also makes it suitable for commercial development. Lands further north are currently under a Comprehensive Plan Amendment (CPA) and rezoning applications review as the Bus Barn development.



Request

The request is to approve a rezone of an approximately 15.3-acre portion of a larger property with a total of 37.3 acres, from A (General Agriculture) to PDC (Planned Development Commercial) zoning district, and to approve a General Development Plan (GDP) for commercial/retail uses as allowed by the Exhibit B: Schedule of Uses, for a total of 195,000 square feet, which represents the maximum entitlements allowed in the site, by the two FLUCs, as shown in the Project Summary Table.

The site is located in the activity node formed at the intersection of S.R. 64 and Uihlein Road, a rural principal arterial and an urban collector, respectively. The RES-1 portion does not have frontage on SR 64, however the Land Use Operative Provisions of the Comprehensive Plan allows exceptions to the limits on maximum frontage for a commercial node for small or medium commercial projects. In this case, the exemption for joint use of private internal roadways for small or medium commercial projects applies and the north portion can be deemed to meet the requirements for direct access called for in Policy 2.10.3.2.

The maximum allowable commercial size is medium size (150,000 square feet) and the General Development Plan establishes limits to the maximum square footage that could be developed in the three different commercial areas to ensure that each remains under the medium size threshold, thereby avoiding the development of large retail in proximity to existing or proposed residential neighborhoods:

- Project Area 1: 45,000 SF
- Project Area 2: 20,000 SF
- Project Area 3: 130,000 SF

The applicant has requested flexibility to transfer entitlements between project areas, provided that the total does not exceed the 150,000 square foot threshold (maximum commercial project size), and that the sum of the entitlements does not exceed the proposed maximum of 195,000 square feet. In addition, some Project Area specific use restrictions have been proposed:

- A grocery store could only be located in Commercial Project Area 1 with up to 30,000 square feet.
- Commercial Project Area 3 is potentially projected for a self-storage up to 130,000 SF. If this use is not developed in this Area, only 90,000 Sf of other commercial uses could be developed there, and the remaining 40,000 SF could not be allocated to the other project areas (1 or 2).
- Project Area 2 is intended for a restaurant

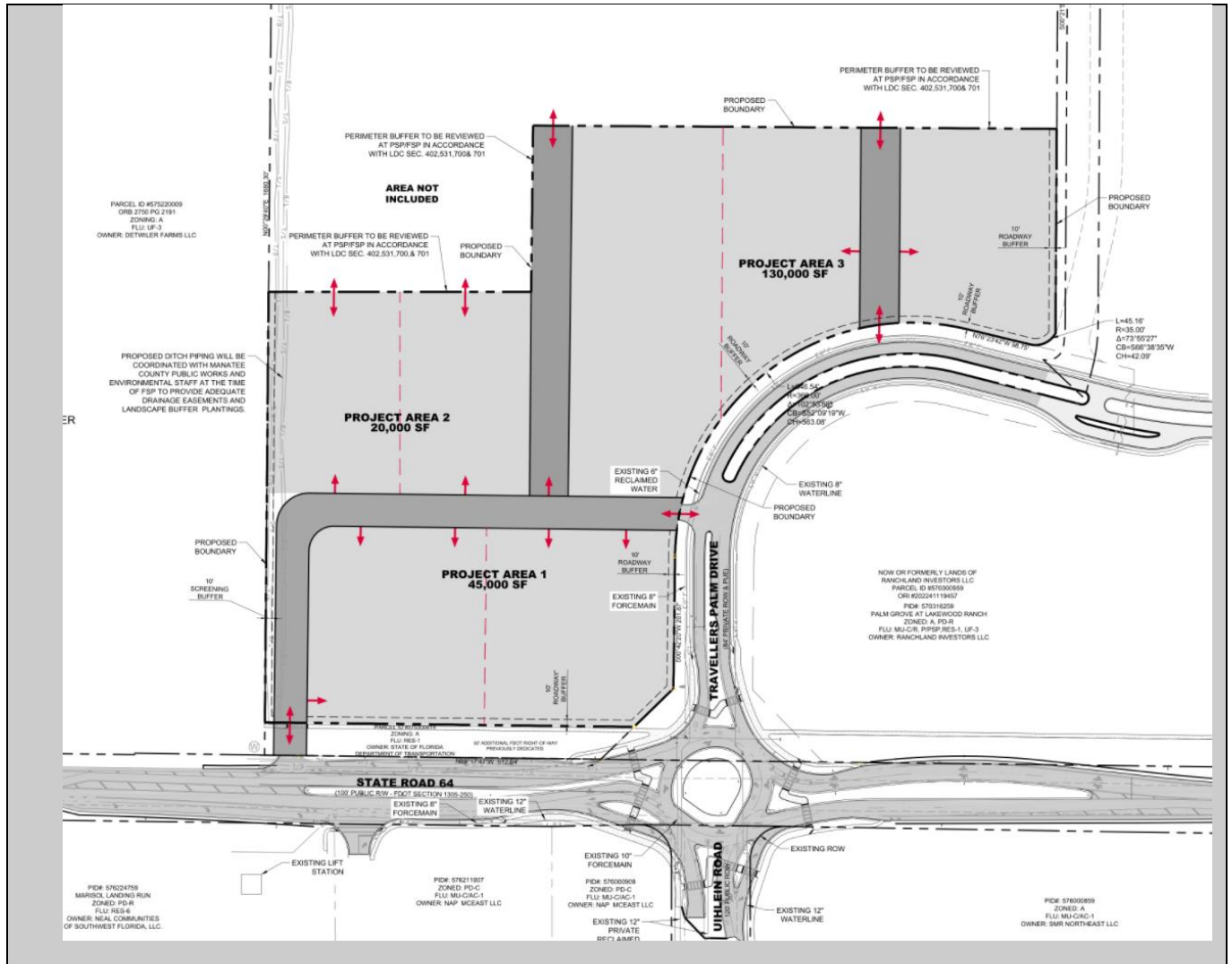
At the time of Preliminary/ Final Site Plan project review, the applicant shall demonstrate that the proposed redistribution of entitlements does not result in compatibility issues with surrounding properties or generate additional transportation impacts beyond those identified at the time of rezoning and General Development Plan (GDP) approval.

No specific approval has been requested.

As discussed in the following section, it is opinion of staff that the proposed rezone request and the General Development Plan can be found consistent with the Comprehensive Plan and the applicable standards for review in the Land Development Code.

SURROUNDING USES AND ZONING	
NORTH	Vacant / A (General Agriculture) (Rezoning to PDR w/ a GDP for residential uses is under review)
SOUTH	Vacant (Commercial use approved)/PDC
EAST	Residential use approved and under construction (Palm Grove)/PDR
WEST	Agricultural use/A (General Agriculture)

SECTION 3
PROJECT DETAILS
GENERAL DEVELOPMENT PLAN
The General Development Plan shows: • Three commercial areas: ○ Area 1: 45,000 square feet (up to two outparcels) ○ Area 2: 20,000 square feet (two outparcels) ○ Area 3: 130,000 square feet (up to three outparcels) • Internal circulation design • One access point from SR 64 and two more from Travellers Palm Drive • 10-foot roadway buffer along SR 64 and along Travellers Palm Drive • 10-foot screening buffer along the west property line • Perimeter buffer adjacent to the north will be reviewed at time of the PSP/FSP in accordance with Sections 402, 531, 700 and 701.



SITE DESIGN DETAILS														
SETBACKS	<table><tr><td></td><td>PDC REQUIRED</td><td>PROPOSED</td></tr><tr><td>Front</td><td>30 feet (thoroughfare) 35 feet (local)</td><td>30 feet (thoroughfare) 35 feet (local)</td></tr><tr><td>Side ⁽¹⁾</td><td>15 feet</td><td>15 feet/25 feet ⁽²⁾</td></tr><tr><td>Rear</td><td>20 feet</td><td>20 feet</td></tr></table>			PDC REQUIRED	PROPOSED	Front	30 feet (thoroughfare) 35 feet (local)	30 feet (thoroughfare) 35 feet (local)	Side ⁽¹⁾	15 feet	15 feet/25 feet ⁽²⁾	Rear	20 feet	20 feet
		PDC REQUIRED	PROPOSED											
	Front	30 feet (thoroughfare) 35 feet (local)	30 feet (thoroughfare) 35 feet (local)											
	Side ⁽¹⁾	15 feet	15 feet/25 feet ⁽²⁾											
	Rear	20 feet	20 feet											
(1) It is not a side yard setback but the minimum distance between buildings (2) 15 feet for one-story building; 25 feet between three- and four-story buildings														
MINIMUM LOT SIZE(S) / LOT TYPE(S)	Not applicable													
HEIGHT (Maximum)	Up to 4 stories													

OPEN SPACE	Required and provided: (20%): 3.06 acres
ACCESS	Three (3) means of access: • One (1) via S.R. 64 and • Two (2) via Travellers Palm Drive
FLOOD ZONE(S)	Site lies in X-Zone, Panel#12081C0355E, 3/17/2014
AREA OF KNOWN FLOODING	Project Located in Flood Prone Area: Yes Type of Flooding (i.e. rainfall, riverine, storm surge, etc): Rainfall Project Subject to flow reduction: Yes, a 50% reduction in pre-developed runoff rate is required for Mill Creek Watershed. Project subject to OFW: No Watershed/Basin: Mill Creek Watershed Project located within Floodplain and/or Floodway: The project area is outside of 100-year floodplain delineation pursuant to the FEMA FIRM (Zone "X"). Drainage Easements/Access Easements required for existing system(s) Refer to Final Design Comments. Flowage Easements and Maintenance-Access Easements shall be required for all drainage systems which convey runoff from public right-of-way.
UTILITIES	<u>POTABLE WATER INFRASTRUCTURE</u> • Existing County 12" Water Main south of SR64 along the east side of Uihlein Rd <u>WASTEWATER INFRASTRUCTURE</u> • Existing County 10" County Force main south of SR64 along the west side of Uihlein Rd. <u>RECLAIMED WATER INFRASTRUCTURE</u> • Project appears to lie within the Braden River Utilities service area. Applicant shall coordinate with them regarding any permissions and/or requirements. ** There is an approved project for Palm Grove (PLN2207-0092) that is proposing to bring utilities to the north side of the Roadway with stub outs in the ROW of SR64 for Force Main, Irrigation Main and Water main.

COMPLIANCE WITH LAND DEVELOPMENT CODE STANDARDS				
Standard(s) Required	Design Proposal	Compliance		Comments
		Yes	No	
BUFFERS				
10-foot roadway buffer along Travellers Palm Drive	10 feet	Y		Meet Code requirements
10-foot roadway buffer along SR 64	10 feet	Y		Meet Code requirements
10-foot roadway buffer (East)	10 feet	Y		
10-foot screening buffer (West of project Areas 1 & 2)	10 feet	Y		

Screening buffer (North of project Area 2)	LDC Sections 402, 531, 700, & 701			TBD at time of the PSP/FSP
Screening buffer (West of project Area 3)	LDC Sections 402, 531, 700, & 701			TBD at time of the PSP/FSP
Screening buffer (North of Project Area 3)	LDC Sections 402, 531, 700, & 701			TBD at time of the PSP/FSP

SIDEWALKS

External sidewalks along SR 64 and Uihlein Rd				To be determined at time of the FSP
5-foot internal sidewalks	5 feet			To be determined at time of the PSP/FSP

TRANSPORTATION

Major Transportation Facilities

The site is located north of State Road 64, across from Uihlein Road. Uihlein Road is an existing four-lane road with a 45-mph posted speed. It is designated as a four-lane collector roadway with a planned right of way width of 120 feet in the Comprehensive Plan's Future Traffic Circulation Plan. SR 64 is an existing two-lane road with a 60-mph posted speed. It is designated as a four-lane arterial roadway in the Comprehensive Plan's Future Traffic Circulation Plan with a planned right of way width of 200 feet, or as determined by FDOT.

Transportation Link Capacity Analysis

The Applicant is seeking a rezoning and a General Development Plan (GDP) approval. The applicant provided a traffic study for the rezoning application to gauge the maximum impacts associated with the allowable uses. The results of the study, which were reviewed and accepted by the Transportation Planning and Traffic Engineering Division, indicated that the potentially impacted roadway segments will have sufficient capacity for proposed project traffic, except Link 3070, will have sufficient capacity for proposed project traffic, while level of service deficiencies exist at studied intersections.

NEAREST THOROUGHFARE	LINK	ADOPTED LOS	EXISTING LOS	FUTURE LOS (W/O PROJECT)	FUTURE LOS (W/PROJECT)
SR 64	3070	C	B	F/C*	F*/C*
UIHLEIN RD	6400	D	C	D	D
UIHLEIN RD	6410	D	C	C	C

* With SR 64 widening from 2 lanes to 4 lanes according to 2045 traffic circulation map (Table 5-1) Future LOS due to previously approved but not yet built projects background traffic

Access

As the County is transitioning from repealing transportation concurrency and implementing Alternative Transportation System (ATS), at the time of future site plan submittal and accompanying Multimodal Site Access and Safety Analysis (MSASA) review, all proposed access points will be evaluated to determine if any site and safety related improvements will be required for the site.

CERTIFICATE OF LEVEL OF SERVICE (CLOS) COMPLIANCE

CLOS APPLIED FOR: No, concurrency must be deferred with a GDP.

CONCURRENCY COMPONENTS

Solid waste landfill capacity and preliminary drainage intent will be reviewed at the time of application for concurrency. Potable water and wastewater will be reviewed at the time of the Final Site Plan.

ENVIRONMENTAL INFORMATION

Minimum Open Space Requirements:

Required Open Space: 20% (3.06 acres) (LDC Section 402.11.D.2)

Provided Open Space: 20% (3.06 acres)

Wetlands:

Per the Environmental Narrative provided by Ardurra (October 2024), there are no jurisdictional wetlands within the project limits. An excavated agricultural ditch, classified as Streams and Waterways (FLUCCS 510; 0.28 AC), is located along western project limits.

Uplands:

Per the Environmental Narrative provided by Ardurra (October 2024), the majority of the subject site is Other Shrubs and Brush (FLUCCS 329; 15.02 AC). The area was historically farmed until 2019.

Preservation of Existing Plant Communities:

Per LDC Section 402.6.T.3.b., when existing native plant communities occur on a parcel of land and are located within planned open spaces, thirty-five (35) percent of the required open space or seventy-five (75) percent of the existing native plant communities, whichever is less, shall be in the form of preserved native plant communities. There are no native plant communities located within the project limits.

Endangered Species:

Per the Environmental Narrative provided by Ardurra (October 2024), database review and preliminary listed species surveys were conducted, most recently in February 2024. During these site visits, the site was evaluated to determine the potential for utilization by species such as wood stork, Florida sandhill crane, bald eagle, Florida burrowing owl, eastern indigo snake, southeastern American kestrel, gopher tortoise, and others.

Per the assessment, one American kestrel was observed flying overhead; however, the subsequent survey of the property did not reveal any potential nesting cavities or substrates. It is not likely that development would result in adverse effects to the species, per Ardurra.

Additionally, Ardurra notes that while no Crested Caracara's were observed during the survey, a review of the Cornell Lab of Ornithology observations map (a resource currently used by the USFWS for federal consultation) revealed that an adult caracara was observed onsite in 2021. The observation was of an in-flight individual, and there was no evidence of nesting utilization of the site or any substrates within 300 meters. Should future caracara nesting activity be observed within 300 meters of the project boundary, consultation with USFWS may become necessary, and development related work activities would likely be prohibited November through April (caracara nesting season).

Trees and Landscaping:

Tree Removal and Replacement will be reviewed with Preliminary Site Plan and Final Site Plan, in accordance with LDC Section 700 & 701.

LANDSCAPE BUFFERS

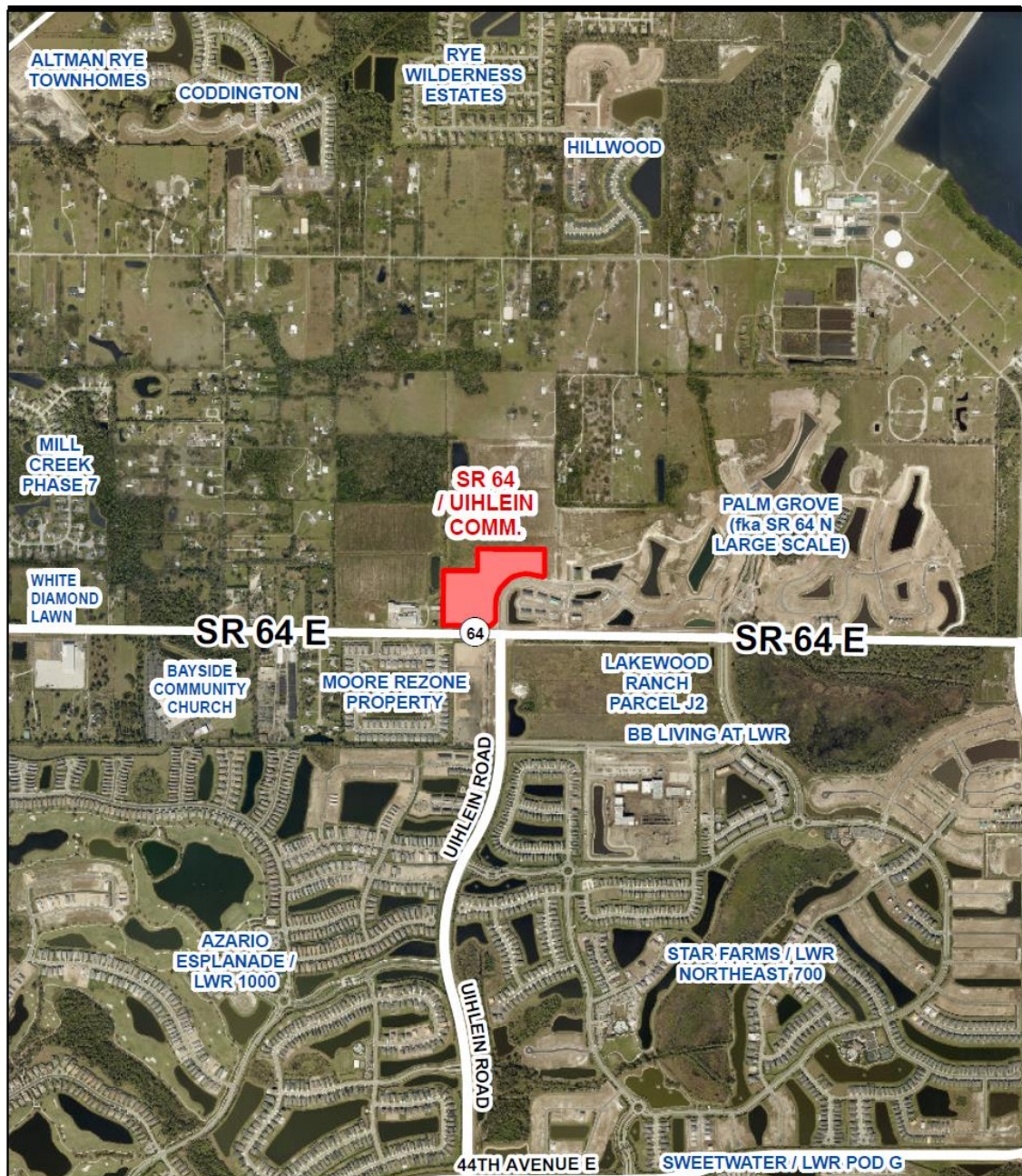
	Required	Provided	LDC Section
Roadway Buffer (Travellers Palm Drive)	10 feet	10 feet	LDC Section 701.4.B.2
Roadway Buffer (SR 64)	10 feet	10 feet	LDC Section 701.4.B.2
Roadway Buffer (East)	10 feet	10 feet	LDC Section 701.4.B.2
Screening Buffer (West of Project Areas 1 & 2)	10 feet	10 feet	LDC Section 701.4, Figure 7-4
Screening Buffer (North of Project Area 2)	TBD at time of PSP/FSP	TBD at time of PSP/FSP	LDC Sections 402, 531, 700, & 701

Screening Buffer (West of Project Area 3)	TBD at time of PSP/FSP	TBD at time of PSP/FSP	LDC Sections 402, 531, 700, & 701
Screening Buffer (North of Project Area 3)	TBD at time of PSP/FSP	TBD at time of PSP/FSP	LDC Sections 402, 531, 700, & 701

Internal Landscape Buffers will be reviewed and approved with individual Preliminary and Final Site Plans in accordance with LDC Sec. 701.

Landscaping will be reviewed with Preliminary Site Plan and Final Site Plan, in accordance with LDC Section 701.

LOCATION MAP



SECTION 4

COMPLIANCE WITH THE LAND DEVELOPMENT CODE

LDC SECTION 312.6 NEIGHBORHOOD WORKSHOPS

LDC SECTION 342.4 – REVIEW CRITERIA FOR ZONING MAP AMENDMENTS

LDC SECTION 402.6 - GENERAL DESIGN REQUIREMENTS FOR ALL PLANNED DEVELOPMENT SITE PLANS

LDC SECTION 402.11 - PLANNED DEVELOPMENT COMMERCIAL

The following represents an analysis of how the application achieves compliance with LDC Sections 342.3, 402.6 and 402.11. The criteria listed below were used to evaluate each specific request for rezoning to ensure compliance with the Comprehensive Plan and to establish stipulations to be adopted for the proposed Planned Development district.

LDC SECTION 312.6 NEIGHBORHOOD WORKSHOPS

The applicant held two neighborhood workshops. The following Table provides the corresponding information for both meetings.

Neighborhood Workshop Details*		
Required Documents	Requirement Met	
Date and Time of Workshop	January 6, 2025, 5:00 pm	August 5, 2025
Workshop Format	Virtual	Virtual
Workshop Requirement	• Application received before July 2025 • Neighborhood Workshop was recommended during the Completeness Review process	• Application received before July 2025 • Neighborhood Workshop was recommended during the Completeness Review process
Citizen Attendees	None	3
Sign-In Sheet	Not provided	Provided
Summary	Provided	Provided
Issues, Suggestions, and Concerns	NA	• Communities to be served • PDC vs General Commercial zoning district • Neighborhood commercial uses • ROW reservation on SR64
Mail Notice	• Copy of mail notice provided • Notice mailed to 6 addresses • Mailing distance/radius: 500 feet	• Copy of mail notice provided

		• Notice mailed to 28 addresses, including homeowners' associations • Mailing distance/radius: 1,400 feet
Workshop Signage	• Not provided	•

*For further details, please see attachments for the Neighborhood Workshop Summaries.

LDC SECTION 342.4 – REVIEW CRITERIA FOR ALL ZONING MAP AMENDMENTS

A. Compatibility with the Existing Development Pattern and the Zoning of Nearby Properties.

Analysis: The proposed zoning designation of PDC is consistent with its location within a commercial node (intersection of SR 64 and Uihlein Rd, two throughfares). The site is well situated to serve several residential neighborhoods that have been approved as planned development communities in the vicinity of the project site.

B. Changes in Land Use or Conditions Upon Which the Original Zoning Designation was Based.

Analysis: This general area has seen a substantial change in the development pattern, as it transitions from agriculture to the PDR zoning district. As explained above, the location at the intersection of two thoroughfares is appropriate for commercial development to serve the needs of the residential communities nearby.

C. Consistency with the Current Comprehensive Plan.

Analysis: This rezoning request to PDC may be found to be consistent with the two FLUCs: RES-1 and MU-C/R, which allow neighborhood commercial support uses to serve the nearby properties. In addition, as shown in Section 1: Summary Table, the proposed intensity aligns with the combined maximum FAR permitted in the two future land use designations. Please see the following Section Compliance with Comprehensive Plan for a detailed analysis on how the proposed General Development Plan complies with other policies of the Comprehensive Plan.

D. Conflicts with Existing or Planned Public Improvements.

Analysis: Staff does not anticipate that this rezone will conflict with existing or planned public improvements.

E. Available of Public Facilities.

1. Impact on the Traffic Characteristics – Specifically Trip Generation Potential.

Analysis: Based upon the results of the traffic study, Uihlein Rd between SR 64 and Rangeland Parkway is projected to operate with sufficient capacity in 2029 both with or without the project traffic added to the roadways. SR 64 between Lorraine Road and Bourneside Blvd was shown to operate over capacity in the future background (without project) traffic conditions, due to the vested traffic or reserved trips that are accounted for by Manatee County on SR 64. Operational analysis and more detailed multi-modal analysis will be conducted at time of the Preliminary and Final Site Plan (FSP) submittal. For more information, please refer to the accepted Traffic Study by Transportation Planning.

2. Impact on Population Density or Development Intensity Demand for Schools, Sewers, Streets, Recreational Areas and Facilities and Other Public Facilities.

Analysis: The proposed change will not adversely affect population density as there are no residential uses proposed, nor will it generate an increased demand for schools or recreational areas. As shown in the *Site Design Details Table*, Manatee County utilities are present in the vicinity of this project. The site lies within the Braden River Utilities service area for reclaimed water. EMS will be provided by Manatee County Emergency Medical Services and fire services will be provided by the East Manatee Fire Department.

3. Impact on Public Facilities Planned and Funded to Support Any Change in Density or Intensity.

Analysis: If improvements to the public infrastructure are required due to the impact of this development, then the required improvements will be made at the expense of the developer.

F. Health, Safety or Welfare of the Neighborhood and County.

Analysis: The proposed rezone is not anticipated to have a negative effect on the health, safety, or welfare of the neighborhood or county.

G. Conformance with All Applicable Requirements of this Code.

Analysis: The following sections shows how the proposed General Development Plan is consistent with the Planned Development District standards contained in LDC Sections 402.6 General Design Requirements for All Planned Development, and Section 402.11 - Planned Development Commercial. The proposed commercial uses shall comply with the applicable specific standards contained in LDC Section 531.

H. Consistency with the Development Patterns in the Area.

Analysis: As discussed in *A. Compatibility with the Existing Development Pattern and the Zoning of Nearby Properties*, the PDC zoning district is consistent with the property's location in an activity node and is expected to serve the commercial needs of the residents of the surrounding approved planned communities.

I. Logical Expansion of Adjacent Zoning Districts.

Analysis: The site is situated within a commercial node, with adjacent and nearby residential communities zoned PDR, which includes the Northeast Quadrant to the south, approved with over 8,500 residential units, among other supportive uses. With the abundant residential growth in the area, the proposed rezoning to PDC will provide neighboring residents and visitors with retail and/or service opportunities. Please refer to the response provided for items A, B, C, and H above.

J. Impact on Historic Resources.

Analysis: There are no known historic or archaeological resources on the site.

K. Environmental Impacts.

Analysis: The project complies with the minimum open space requirement of the LDC.(20% of the gross site area, 3.06 acres). There are no wetlands or native habitats located on site. Please see the attached Environmental Report prepared by Ardurra.

L. Types of Allowable Uses and Impact of those on Surrounding Residential Areas.

Analysis: The applicant has voluntarily proffered a Schedule of Uses which limits allowable uses to those permitted within the NC-M zoning district. Additionally, self-storage/mini warehouse and gas pumps have been proposed (both permitted in the NC-M zoning district subject to Special Permit). Adequate buffering is provided to ensure no adverse impacts on the adjoining residential properties to the northeast.

As explained in the Request Section, the applicant has proposed some Project Area specific use restrictions aimed to reduce traffic impacts associated with this project.

- A grocery store could only be located in Commercial Project Area 1 with up to 30,000 square feet.
- Commercial Project Area 3 is potentially projected for a self-storage up to 130,000 SF. If this use is not developed in this Area, only 90,000 Sf of other commercial uses could be developed there, and the remaining 40,000 SF could be allocated to the other project areas (1 or 2).
- Project Area 2 is intended for a restaurant

M. Relocation of Mobile Homeowners.

Analysis: Not applicable.

N. Consistency with the Planned Development District Standards.

Analysis: Please see following Compliance with the Land Development Code Section for a detailed analysis on how the project complies with the Land Development Code Sections 402.6 – General

Requirements for All Planned Development Site Plans and Section 402.11 - Planned Development Commercial.

O. Any Other Matters Which May Be Appropriate.

Analysis: There are no other known matters which may be appropriate for consideration pursuant to the LDC or Comprehensive Plan.

LDC SECTION 402.6 – GENERAL DESIGN REQUIREMENTS FOR ALL PLANNED DEVELOPMENT SITE PLANS

A. Physical Characteristics of the Site; Relation to Surrounding Property.

Analysis: The property consists of uplands that have been intensively farmed for decades until 2019. There are no jurisdictional wetlands and no native plant communities within the project limits. The Environmental Report prepared by Ardurra provides a full description of the natural resources of the property.

B. Relation to Public Utilities, Facilities and Services.

Analysis: As shown in the *Site Design Details Table*, water and sewer line connections are available on S.R. 64. EMS will be provided by East Manatee County Emergency Medical Services and Fire Protection by the East Manatee Fire District.

C. Relation to Major Transportation Facilities.

Analysis: The project is located at the intersection of SR 64 East and Uihlein Road identified as a principal rural arterial and a urban collector on the Existing Roadways Functional Classification Map respectively, connecting the site with the County roadway network.

The GDP shows a round-about shown at SR 64 and Travelers Palm Drive, which is being constructed by a private developer (Palm Grove). It is not part of the CIP or FDOT projects and is expected to be completed by December 2025.

D. Compatibility

Analysis: See comments on the above Sections of this staff report: *342.4.A (Compatibility with the Existing Development Pattern and the Zoning of Nearby Properties)*; *342.4.H (Consistency with the Development Patterns in the Area)* and *342.4.I (Logical Expansion of Adjacent Zoning Districts)*.

E. Transitions.

Analysis: As noted in previous sections, the location of this property in an activity node is appropriate for commercial development to serve the abundant residential growth in the area. The commercial uses and intensities are consistent with the underlying Future Land Categories; and the proposed development standards, including setbacks, buffers and building heights, are consistent with LDC requirements.

F. Design Quality.

Analysis: The level of detail of the GDP does not allow staff to evaluate this criterion. According to the proposed GDP, the project complies with the development standards of the PDC zoning district. At time of the Preliminary and Final Site Plans, the applicant shall also demonstrate the proposal is superior in design to conventional site plans and the development of each commercial area shall comply with the standards for specific uses contained in Chapter 5.

G. Relationship to Adjacent Property.

Analysis: See comments on *Section E. Transitions* noted above.

H. Access.

Analysis: Three (3) means of access to the development are proposed via S.R. 64 and Travellers Palm Drive respectively. Pedestrian access will be provided by sidewalks separated from vehicular access points which will provide for multi-modal circulation throughout the project.

I. Streets, Drives, Parking and Service Areas.

Analysis: All parking and driveways will be designed to meet Manatee County requirements. Compliance with all Land Development Code and Public Works Standards, Part 3. Highway & Traffic Standards Manual will be reviewed in detail at the Preliminary/Final Site Plan submittal.

J. Pedestrian Systems.

Analysis: Sidewalks and pedestrian ways shall meet the requirements of LDC Section 1001.6. and shall be reviewed in detail at time of the Preliminary/Final Site Plan submittal

K. Natural and Historic Features, Conservation and Preservation Areas.

Analysis: There are no known historic or archaeological resources on the site.

L. Density/Intensity.

Analysis: As shown in the project summary table, the proposed floor area ratio (FAR) is within the allowable limits and very close to the combined maximum intensity permitted in the MU-C/R and RES-1 future land use categories. (Maximum: 196,046.14 square feet vs. proposed: 195,000 square feet).

M. Height.

Analysis: Any buildings over three (3) stories in height will meet the additional setback requirements of Section 401.5 of the LDC.

N. Fences and Screening.

Analysis: The GDP demonstrates 10-foot-wide wide roadway buffers along S.R. 64, Travellers Palm Drive and along the eastern boundary, which is adjacent to an off-site roadway. A 10-foot-wide screening buffer is proposed to the west, adjacent to the Detwillers farm warehouse operations. The buffer to the north, adjacent to vacant lands are to be determined at PSP/FSP, dependent on existing uses, in accordance with the requirements of the LDC.

O. Yards and Setbacks.

Analysis: The applicant proposes the minimum setbacks per the PDC zoning district. See *Site Design Details Table* for setback information.

P. Trash and Utility Plant Screens

Analysis: The dumpster enclosure will be appropriately screened in accordance with the Land Development Code and located in such a manner that is not visible from the public area.

Q. Signs.

Analysis: All signs within the project must meet the requirements of Chapter 6 of the LDC.

R. Landscaping.

Analysis: Landscaping will be reviewed with Preliminary Site Plan and Final Site Plan, in accordance with LDC Section 701.

S. Special Guidelines for Review of Projects with Mixed Used Plan Designations and Projects at Designated Entranceways.

Analysis: The site is not located in the Mixed-Use Future Land Use Designation or within a Designated Entranceway.

T. Environmental Factors.

Water Conservation.

Analysis: Irrigation for landscaping shall use the lowest water quality source available

Minimum Open Space Requirements.

Analysis: The GDP shown the minimum 20% of open space required per LDC Sec. 402.11.

Preservation of Existing Plant Communities.

Analysis: Per the Environmental Narrative, there does not appear to be any existing native plant communities on site.

U. Rights-of-Way and Utility Standards.

Analysis: Rights-of-way requirements must be coordinated with Manatee County, and SR 64, owned and maintained by the State, must be also coordinated with FDOT. Compliance will be reviewed at time of the FSP.

V. Stormwater Management.

Analysis: Stormwater management facilities will be designed and constructed in accordance with County and State requirements with the utilization of the existing County's facility to the north.

W. Consistency with Comprehensive Plan.

Analysis: The project is consistent with the Comprehensive Plan, as discussed in Section "Compliance with the Comprehensive Plan".

X. Other Factors.

Analysis: No other factors are applicable.

LDC SECTION 401.5 – BUILDING HEIGHT COMPATIBILITY

A. Adjacent to Single Family Development.

1. Additional Building Setback Required.
2. Six-foot solid, decorative wall Required.

Analysis: The proposed height is up to four stories. The applicant has proffered in the submitted Narrative that any buildings over three (3) stories in height will meet the additional setback requirements of Section 401.5 of the LDC and, in particular, the minimum distance between buildings will be 15 feet for up to two-story building; 25 feet between three- and four-story buildings

B. Through Special Permit or Planned Development.

1. Height shall not adversely affect surrounding development or waterfront vistas.
2. Buildings shall have varied setbacks of at least three (3) feet in depth every seventy-five (75) horizontal feet.
3. Proposed building(s) shall have an articulated roofline (Figure 4-4-),
4. Main entrance to the building shall face the street and site shall be designed to provide clear and safe pedestrian access from the public sidewalk to that entrance.
5. Building materials shall be complementary with the adjacent existing construction.

Analysis: Staff does not have enough information to evaluate building height compatibility with a GDP. The project will be reviewed in detail at the time of Preliminary/Final Site Plan submittal for compliance with all requirements in subsections A and B.

LDC SECTION 402.11 - PLANNED DEVELOPMENT COMMERCIAL

Intent. PDC districts shall hereafter be established in accordance with the general procedures, requirements, standards and criteria set forth in this section and Chapter 3. It is the intent of these regulations to provide for development of commercial centers in scale with surrounding market areas, at appropriate locations, in conformance with the goals, objectives, policies and locational criteria of the Comprehensive Plan and in compliance with standards set forth herein.

It is further the intent to permit the establishment of such districts only where planned development with carefully located buildings, parking and service areas, and landscaped open space will provide for internal convenience and ease of use and is compatible with adjacent and surrounding land uses. It is further intended that PDC districts shall provide a broad range of commercial facilities and services appropriate to the general need of the area served.

PDC districts shall be consistent with Comprehensive Plan requirements regarding permissible uses, maximum floor area ratio, maximum project size, intensity, locational requirements and other applicable standards. All RV Parks in the PDC District shall meet the standards and limitations of Section 531.42, RV Parks and Subdivisions.

Additionally, PDC districts shall be located where they will facilitate ease and convenience of use; where negative impacts on the surrounding transportation systems, public services and surrounding land uses; where the use is compatible with surrounding land uses will be minimized; where the development will not encourage the expansion of office or commercial strip development along adjacent streets; and where the intensity of the project is consistent with the use that it provides.

Analysis: The property is at an appropriate location in accordance with the policies of the Comprehensive Plan and the project complies with the requirements of the Land Development Code, as discussed previously.

Although the portion of the property within the MU/CR is exempt of compliance with the Commercial Locational Criteria (Policy 2.10.4.2), the site is located in the activity node formed at the intersection of S.R. 64 and Uihlein Road, a rural principal arterial and an urban collector, respectively. The RES-1 portion does not have frontage on SR 64 or on Uihlein Rd, however the Land Use Operative Provisions of the Comprehensive Plan allows exceptions to the limits on maximum frontage for a commercial node for small or medium commercial use. In this case, the exemption for Joint Use of Private Internal Roadways for Small or Medium Commercial development of the Land Use Operative Provision applies and the north portion can be deemed to meet the requirements for direct access called for in Policy 2.10.3.2

The maximum allowable commercial square footage is based on maximum FAR for each FLUC, where the project is limited to a total of 196,116.54 square feet. As the General Development Plan establishes the maximum square footage that could be developed in the three different commercial areas, this ensures that each portion of the project meets the commercial project size limitation.

- Project Area 1: 45,000 SF
- Project Area 2: 20,000 SF
- Project Area 3: 130,000 SF

Permitted Uses. The uses permitted in PDC are listed in Table 4-12.

Analysis: The applicant has proffered a Schedule of Permitted Uses, in accordance with the permitted uses in the PDC zoning district. To comply with the intent of the Comprehensive Plan in the RES-1 and MU-C/R FLUCs of allowing neighborhood-serving commercial uses, the applicant has limited the allowable uses to those permitted within the NC-M (Neighborhood Commercial – Medium) zoning district with the addition of self-storage (mini-warehouse) and gas pumps.

Standards and Review Criteria.

1. *Intensity.* See Summary Table and Section 402.6.L
2. *Landscaped Open Space and Pervious Area Requirements.* See Section 402.6.T. The applicant proposes the minimum standard per the PDC zoning district.
3. *Yards and Setbacks.* See Summary Table and Section 402.6.O. The applicant proposes the minimum setbacks per the PDC zoning district.

SECTION 5

COMPLIANCE WITH COMPREHENSIVE PLAN

Policy 2.1.1.4. Promote development in currently undeveloped areas which have the greatest level of public facility availability and investment.

Analysis: As presented in the staff report, the subject site is in an area with existing and planned public facilities (water, sewer, and transportation)

Policy 2.1.2.2 Limit urban sprawl by prohibiting all future development in the area east of the established Future Development Area Boundary (FDAB).

Analysis: The subject property is located west of the Future Development Area Boundary.

Policy 2.1.2.3 Permit the consideration of new residential and nonresidential development with characteristics compatible with existing development, in areas which are internal to, or are contiguous expansions of existing development, and compatible with future areas of development.

Analysis: The proposed development is similar in character to the commercial development seen along the S.R. 70 and S.R. 64 corridors. It is located in an activity node, making it suitable for commercial development. In addition, the site is surrounded to the east and south by suburban developments, which drives demand for neighborhood-serving commercial uses. A buffer perimeter is proposed to mitigate any noise or acoustic impacts from potential commercial activities.

Policy 2.1.2.4. Limit urban sprawl through consideration of new and redevelopment when deemed compatible with existing and future development, in areas which are internal to, or are contiguous expansions of the built environment.

Analysis: The proposal is considered an infill development, contributing to limit urban sprawl.

Policy 2.1.2.7. Review all proposed development for compatibility and appropriate timing of development.

Analysis:

- Consideration of existing development patterns: The proposed rezoning and development are compatible and complementary with surrounding uses and the overall character of the area
- Types of land uses: The applicant has proffered a Schedule of Permitted Uses, in accordance with the permitted uses in the PDC zoning district, and limited them to those allowed in the NC-M (Neighborhood Commercial – Medium) zoning district with self-storage (mini-warehouse) and gas pumps.
- Density and intensity of land uses: The proposed floor area ratio (FAR) is within the allowable limits, and is under the combined maximum intensity in the MU-C/R and RES-1 FLUCs.
- Availability of adequate roadways/ Adequate centralized water and sewer facilities: As presented in this staff report, there are utility infrastructure that supports the proposed development. According to the results of the traffic study the potentially impacted roadway segments will have sufficient capacity for proposed project traffic, while level of service deficiencies exist at studied intersections.
- Limiting urban sprawl; This is an infill project, contributing to a limited urban sprawl.

Policy 2.2.1.28.5. Mixed Use - Community/Residential (MU-C/R): Establish the Residential subareas as follows:

Purpose: The MU-C/R category is intended to accommodate low and medium density residential and support uses.

Range of Potential Uses: Residential uses with integrated support uses serving the neighborhood.

Range of potential density/intensity:

Maximum gross residential density: Three (3) dwelling units per acre.

Maximum net residential density: Nine (9) dwelling units per acre, except for clustered development in the WO or CHHA Overlay Districts which may exceed the net density, pursuant to Policies 2.3.1.5 and 4.3.1.5.

Maximum floor area ratio: 0.23.

Maximum square footage for Neighborhood Commercial uses: Medium (one hundred fifty thousand (150,000) s.f.

Policy 2.2.1.9. RES-1: Establish the Residential-1 Future Land Use Category as follows

Policy 2.2.1.9.1. Intent: To identify, textually in the Comprehensive Plan's goals, objectives, and policies, or graphically on the Future Land Use Map, areas comprised primarily of low density suburban residential development, preferably clustered, where appropriate, to protect the environment, preserve open space, and/or to allow the continued operation of short-term agricultural activities as the area transitions from rural to suburban uses.

Policy 2.2.1.9.2. Range of Potential Uses (see Policies 2.1.2.3—2.1.2.7, 2.2.1.5): Primarily low density suburban residential and short-term agriculture with support neighborhood commercial, public/semi-public, recreation and school uses.

Policy 2.2.1.9.3. Range of Potential Density/Intensity:

Maximum gross residential density: 1 dwelling unit per acre.

Maximum net residential density: 6 dwelling units per acre; clustered development in the WO or CHHA Overlay Districts may exceed the maximum net density pursuant to Policies 2.3.1.5 and 4.3.1.5.

Maximum floor area ratio: 0.23; 0.35 for developments at activity nodes meeting the Commercial Locational Criteria (see Land Use Operative Provisions chapter).

Maximum Square Footage for Neighborhood Commercial Uses: Medium (one hundred fifty thousand (150,000) s.f.), subject to the Commercial Locational Criteria.

Analysis: As discussed in this staff report, the proposed commercial development is consistent with the range of permitted uses and intensities of both FLUCs.

Policy 2.10.1.2. Promote the development of commercial uses in nodes, and discourage scattered, incremental commercial development.

Analysis: The site to be rezoned is located at an activity node, created at the intersection of S.R. 64 and Uihlein Road. The proposed project will provide commercial and retail opportunities to nearby residential areas, in a manner consistent with the vision of the Comprehensive Plan.

Policy 2.10.3.1. Require that access to commercial uses be established on at least one (1) roadway classified as a collector or higher and operating at, or better than, the adopted level of service. Access through single family residential neighborhoods shall not be allowed. An exception shall be made for projects on roadways under the State jurisdiction not allowing access from such road, and for projects that are approved with commercial uses located internally to the project and whose main project access is located on a road designated as a collector or higher.

Analysis: The proposed PDC will have access to S.R. 64 to the south, which is classified as an arterial roadway, owned and operated by the Florida Department of Transportation (FDOT). The two (2) access points proposed via Travellers Palm Drive will also not be through the proposed Palm Grove PDR, and so meet the intent of the above policy. But, as noted in the Transportation Table, although the potentially impacted roadway segments will have sufficient capacity for proposed project traffic, level of service deficiencies exist at studied intersections.

SECTION 6

POSITIVE ASPECTS

- The site is located at a commercial node and has frontage on SR 64 (classified as an arterial roadway) which is appropriate for commercial/retail development.

- The proposed commercial uses will address the commercial needs of the residents in the suburban developments that have been approved/constructed in the area
- The project-proposed uses can reduce the traveling distance for shopping opportunities and potentially lower vehicular trip lengths and durations on other segments for customers and employees positively affecting near thoroughfares for the vicinity residents, especially the new approved residential developments to the east and the south.(Transportation)
- Public facilities are either in place or planned to serve the development.

NEGATIVE ASPECTS

- ~~The current capacity for SR 64 near the project is not enough to absorb all the vested trips from previously approved projects. The widening of SR 64 would be required to handle those trips in the future.~~ (Transportation)
- ~~The project is presenting a CIP project for a Project Development and Environment (PD&E) to widen SR 64 between Lorraine Road and Verna Bethany Road from two to four lanes (estimated completion date December 2029). While the Map 5 Series shows this road with four lanes in 2045, there is not a clear date when the construction will be finished. The project, by adding 289 pm peak hour trips, will impact link 3070 (SR 64 from Lorraine Road to CR 675/Rutland Road) that is projected to be deficient in terms of level of service due to vested trips. The projected deficiency will require SR 64 to be widened to 4 lanes to meet the adopted LOS standard. Currently there is a Project Development and Environment (PD&E) study under CIP # PJTP25043 to widen this segment of SR 64 from two lanes to four lanes (estimated completion date December 2029).~~ (Transportation)

MITIGATING MEASURES

- Adequate buffering and setbacks are provided to ensure that proposed commercial projects won't generate adverse impacts on the adjoining residential properties to the northeast.

SECTION 8

STIPULATIONS

A. DESIGN AND LAND USE

1. All other applicable local, state or federal permits shall be obtained prior to commencement of construction.
2. Any significant historical or archaeological resource discovered during development activities shall be immediately reported to the Florida Division of Historical Resources and treatment of such resources shall be determined in cooperation with the Division of Historical Resources and Manatee County. Treatment of the resources must be completed before resource-disturbing activities are allowed to continue. If human remains are encountered, the provisions contained in Chapter 872, Florida Statutes (Offences Concerning Dead Bodies and Graves) shall be followed.
3. All roof mounted mechanical equipment (e.g., HVAC) shall be screened with a solid parapet wall or other visual and noise deflecting materials. The materials shall be consistent with the construction of the principal building(s). Compliance shall be verified with review of the building permit.
4. All dumpsters, compactors, or garbage collectors and other utility equipment shall be screened from view from adjacent properties in accordance with Manatee County Public Works Standards.
5. The uses approved for this project shall be limited to those voluntarily proffered by the applicant in the Schedule of Uses attached to the Zoning Ordinance PDC-24-17(Z)(P) as Exhibit "B", and

if applicable, shall adhere to all specific use criteria as provided for under Section 531., *Standards for Specific Uses.*, of the Land Development Code.

6. The General Development Plan identifies three development Project Areas, and assigns the maximum allowable square footage for each area to ensure that each remains under the medium size threshold (150,000 square feet), thus preventing large-scale retail development near existing or planned residential neighborhoods:
 - Project Area 1: 45,000 SF
 - Project Area 2: 20,000 SF
 - Project Area 3: 130,000 SFEntitlements may be transferred among the three areas, provided that no individual area exceeds 150,000 square feet and the total development remains within the 195,000 square foot maximum.
7. Project Areas specific use restrictions:
 - a) Only Project Area 1 may contain a supermarket/grocery store up to 30,000 square feet.
 - b) In Project Area 3, only mini-warehouse /self-storage use is permitted up to 130,000 square feet. If this use is not developed, all other commercial uses are permitted up to 90,000 square feet. The remaining 40,000 square feet cannot be allocated to the other two project areas.

B. ENVIRONMENTAL

1. All other applicable state or federal permits shall be obtained prior to commencement of development.
2. There are no impacts to jurisdictional wetlands or wetland buffers being approved by the adoption of this Ordinance.
3. The landward extent of wetlands shall be determined in accordance with Chapter 62-340 of the Florida Administrative Code. If the Southwest Florida Water Management District's (SWFWMD) Formal Determination of Wetlands and Other Surface Waters identifies a greater wetland acreage than indicated in the General Development Plan, the project's maximum density/intensity may be subject to a reduction at time of Final Site Plan submittal in accordance with the Comprehensive Plan and Land Development Code. The project's maximum density/intensity shall be contingent upon SWFWMD's Formal Determination of Wetlands and Other Surface Waters for the site.
4. No lots shall be platted through post-development wetlands, wetland buffers, or upland preservation areas.
5. If wells are encountered, a Well Management Plan for the proper protection and abandonment of existing wells shall be submitted to the EPS for review and approval prior to recommencing construction activities. The Well Management Plan shall include the following information:
 - Digital photographs of the well along with nearby reference structures (if existing);
 - GPS coordinates (latitude/longitude) of the well;
 - The methodology used to secure the well during construction (e.g. fence, tape); &
 - The final disposition of the well - used, capped, or plugged.
6. Irrigation for landscaping shall use the lowest water quality source available, which shall be identified on the Final Site Plan. Use of Manatee County public potable water supply shall be prohibited.

C. STORMWATER

~~1. Pursuant to Section 801 Land Development Code, Manatee County Floodplain Ordinance (Ordinance #20-22, or as amended), and Code of Federal Regulations (CFR), Title 44, Section 60.3, the Construction Plan and associated Drainage Modeling shall demonstrate that no adverse impacts will be created to neighboring properties surrounding the site with respect to proposed impacts to the County 100-year floodplain delineation pursuant to the Mill Creek Watershed Management Plan, and post-development discharge of runoff.~~

1. This project shall be required to reduce the calculated pre-development flow rate by a full fifty percent (50%) for all stormwater outfall flow directly or indirectly into Mill Creek Watershed. Modeling shall be used to determine pre- and post- development flows.

2. Pursuant to Section 801 Land Development Code, Manatee County Floodplain Ordinance (Ordinance #20-22, or as amended), and Code of Federal Regulations (CFR), Title 44, Section 60.3, the Construction Plan and associated Drainage Modeling shall demonstrate that no adverse impacts will be created to neighboring properties surrounding the site with respect to proposed impacts to the 100-year floodplain as derived from the Gamble Creek Watershed Management Plan, FEMA 2021 effective FIRM, and post-development discharge of runoff.

The following storm frequency events, corresponding cumulative rainfall, and rainfall distribution shall be provided as a comparison of the existing pre-development condition versus the proposed post-development development condition:

<u>Storm Frequency</u>	<u>Cumulative Rainfall</u>	<u>Rainfall Distribution</u>
10-year/24-hour	NOAA Atlas 14	FLMOD
25-year/24-hour	NOAA Atlas 14	FLMOD
50-year/24 hour	NOAA Atlas 14	FLMOD
100-year/24-hour	NOAA Atlas 14	FLMOD
100-year/72-hour	18 inches	FDOT-72

50-year storm event modeling applies to thoroughfare drainage systems only.

The comparison of existing pre-development condition versus the proposed post-development condition shall include results in terms of runoff and staging. Drainage Modeling shall be submitted to demonstrate compliance prior to commencement of construction.

D. UTILITIES

1. Connection to the County water and wastewater system is required pursuant to the Manatee County Comprehensive Plan. The cost of connection, including the design, permitting and construction of off-site extensions of lines, shall be the responsibility of the Applicant. Such off-site extension shall be designed and constructed in accordance with the applicable County Master Plan. The connection shall be designed, engineered and permitted by the Applicant consistent with Manatee County Public Works Standards and approved by County Engineer through the Development Services review process for the project.

REMAINING ISSUES OF CONCERN – NOT RESOLVED OR STIPULATED

No remaining issues.

Attachments

- 1. Staff Report Maps/Aerials**
- 2. General Development Plan**
- 3. Traffic Impact Statement and Acceptance Letter**
- 4. Environmental Narrative**
- 5. Schedule of Permitted and Prohibited Uses Exhibit B**
- 6. Zoning Disclosure Affidavit**
- 7. Neighborhood Workshop Summary 1-6-2025**
- 8. Neighborhood Workshop Summary 8-5-2025**
- 9. Affidavit of Publishing**
- 10. Ordinance PDC-24-17(Z)(G)**
- 11. Notice of Denial Resolution 26-004**

RESOLUTION NO. R-26-004

NOTICE OF DENIAL

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING LAND DEVELOPMENT; PROVIDING NOTICE OF DENIAL OF APPLICATION NO. PDC-24-17(Z)(G) REQUESTING THE REZONING OF APPROXIMATELY 15.3± ACRES OF A 37.3 ACRE PARCEL FROM A (GENERAL AGRICULTURE) TO PDC (PLANNED DEVELOPMENT COMMERCIAL) ZONING DISTRICT AND APPROVAL OF A GENERAL DEVELOPMENT PLAN FOR A MAXIMUM OF 195,000 SQUARE FEET OF COMMERCIAL USES, SAID PROPERTY BEING GENERALLY LOCATED ON THE NORTH SIDE OF SR 64 AT THE INTERSECTION WITH UIHLEIN ROAD; PROVIDING A LEGAL DESCRIPTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Albatros 64 Partners (Owner & Contract Purchaser) and Casto Net Lease Properties (Contract Purchaser) (collectively the “Applicants”) filed Application No. PDC-24-17(Z)(G) to rezone approximately 15.3 acres of a 37.3 acre parcel described in Exhibits “A” and “B” respectively, attached hereto, from A (General Agriculture) to PDC (Planned Development Commercial) Zoning District, and approve a General Development Plan for a maximum of 195,000 square feet of commercial uses, including a proffered schedule of uses (sometimes referred herein collectively as the “Application”); and,

WHEREAS, the Manatee County Planning Commission (the “Planning Commission”), held a duly noticed public hearing on July 10, 2025 on the Application, as the County’s Local Planning Agency pursuant to § 163.3174, Florida Statutes and Land Development Code (“LDC”) § 301.1.A; and,

WHEREAS, the Board of County Commissioners of Manatee County, Florida (the “Board”) held a duly noticed public hearing on the Application on December 4, 2025, and directed Staff and the County Attorney to prepare a formal written notice of the Application’s denial for the January 8, 2026 Board meeting, continued to the February 12, 2026 Board meeting, in accordance with § 125.022(5), Florida Statutes; and,

WHEREAS, the Board of County Commissioners held a duly noticed public hearing on February 12, 2026 and voted to table proposed Resolution R-26-04 upon receiving a request from the Applicant to continue the matter and hold a future public hearing to receive additional information pertinent to the Application; and

WHEREAS, the Board of County Commissioners held a duly noticed public hearing on the Application on April 23, 2026, voted to take from the table proposed Resolution R-26-04 and then voted to adopt this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida:

Section 1. Findings.

- A. The recitals set forth above are hereby incorporated into this Resolution.
- B. The Board is authorized and empowered to consider, approve, and/or deny the Application to rezone and the proposed General Development Plan pursuant to the County's Land Development Code ("LDC") §§ 300, 340.2 and 321.2.
- C. "The applicant[s] shall bear the burden of demonstrating by competent and substantial evidence that the application satisfies the standards and requirements of the LDC and the Comprehensive plan." LDC § 312.8B.
- D. "In deciding whether to recommend approval, approval with modification or denial of a proposed GDP, the approving authority [the Board] shall consider whether the proposed plan is consistent with the Comprehensive Plan and [the LDC], including but not limited to the standards applicable to each PD district contained in Chapter 4." See LDC § 321.3.
- E. For rezonings, the Board may deny the rezoning request if it determines "that the proposed [zoning atlas] amendment is not consistent with the Comprehensive Plan or does not promote the public health, safety or welfare...". LDC § 342.2.F.
- F. Section 163.3194(3)(a) of the Community Planning Act provides that "[a] land development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, and land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government." Fla. Stat. §. 163.3194(3)(a).
- G. Section 163.3194(3)(b), of the Community Planning Act provides that "[a] development approved or undertaken by a local government shall be consistent with the comprehensive plan, if the land uses, densities or intensities, capacity or size, timing and other aspects of the development

are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.” Fla. Stat. §. 163.3194(3)(b).

- H. In its review of the Application, the Board considered the underlying record which consists of public hearing testimony and evidence, and the documents, records, information, etc. identified in Section 6 of the Procedures for the Manatee County Board of County Commissioners’ Meetings (collectively referred to herein as the “Record”). See Resolution No. R-25-013.
- I. The “Project”, “Project Area”, or the “Property” shall mean the parcel or tract of land (as described in Exhibit “A”) requested to be rezoned to the PDC (Planned Development Commercial) Zoning District (15.3 acres) and for which a general development plan (“GDP”) approval was requested for a maximum of 195,000 square feet of commercial uses with a proposed schedule of uses.
- J. The Property (15.3 acres) is currently in the A (General Agriculture) Zoning District.
- K. The Property is in both the MU-C/R (Mixed Use-Community/Residential) Future Land Use Classification (7.12 acres) and the RES-1 (Residential-1) Future Land Use Classification (8.18 acres).
- L. The maximum allowed F.A.R (floor area ratio) allowed in the MU-C/R and RES-1 Future Land Use Classifications is 0.29, which equates to a maximum of 196,046.14 square feet of commercial uses for the Property. Applicants propose a maximum use of 195,000 square feet of commercial uses, almost the maximum allowed intensity. See Staff Report, pages 4, 17.
- M. The maximum height of the Project’s buildings is four (4) stories. See Staff Report, page 8. Staff did not have enough information to evaluate building height compatibility with a general development plan. *Id.* at page 18.
- N. The potential commercial uses proposed for the Project on the General Development Plan include a grocery store, a self-storage/mini-warehouse up to 150,000 sq. ft., restaurant, and gas pumps. See Staff Report, page 15. Applicants also proffered a schedule of uses, which Applicants proposed to limit to those allowed in the NC-M (Neighborhood Commercial-Medium) Zone District.

- O. The proposed General Development Plan lacks sufficient detail for staff to analyze the Projects' design. See Staff Report, page 16; LDC § 402.6F.
- P. The properties to the north and west of the Project are zoned A (General Agriculture) and the property to the east is zoned PDR (Planned Development Residential) and is currently under construction. See Staff Report, pages 4, 6.
- Q. The Project Area is located within the Mill Creek Watershed, a flood prone area (i.e. rainfall, riverine, storm surge). See Staff Report, page 8 and Mill Creek Watershed Management Plan.
- R. The Transportation Impact Analysis prepared by Transportation Consultants, Inc., rev. April 1, 2025, (the "Transportation Impact Analysis") states the Project is located at the northwest corner of SR 64 and Uihlein Road. Access to the Project site will be provided to SR 64 (a state road under the jurisdiction of the FDOT (Florida Department of Transportation) via a single right-in/right-out only connection. Access to the Project site will also be provided to the east via Travellers Palm Drive through two connections. Project traffic will directly access Travellers Palm Drive via a full directional median opening just north of SR 64. Travellers Palm Drive is a privately maintained roadway.
- S. The Transportation Impact Analysis, Table 3, Trip Generation-Net New Trips, states a total of 689 Weekday P.M. Peak Hour Net New Trips and 7,344 Daily (2-way) Net New Trips.
- T. The Transportation Impact Analysis, Impact Area, states SR 64 between Lorraine Road and East River Ranch Boulevard and Uihlein Road between SR 64 and Rangeland Parkway will be significantly impacted by the Project.
- U. SR 64 between Lorraine Road and Bourneside Boulevard is projected to operate at an F Level of Service ("LOS") in the future background (without Project) traffic conditions. LOS F represents a failing condition meaning either travel demand exceeds capacity and the roadway is operating in oversaturated conditions, or another undesirable condition exists. See 2020 Quality/Level of Service Handbook, FDOT June 2020. The Applicants indicate SR 64 LOS could be a Level C with the Project if SR 64 is widened from two-lanes to four-lanes. See Staff Report, page 9; December 5, 2025 BOCC Hearing. However, there is no estimated deadline for future improvements to SR 64 other than reference to a possible future study by

the FDOT to evaluate the widening of SR 64 from a two-lane to four-lane facility from Lorraine Road to Verna Bethany Road. See December 5, 2025 BOCC Hearing. No funding mechanisms are stated in the Transportation Impact Analysis to pay for this SR 64 possible project.

- V. Residents near the Property provided testimony related to flood issues and traffic conditions at or near the Property, and the Project's compatibility. See Staff Report for the July 10, 2025 Planning Commission public hearing and testimony from the December 4, 2025 BOCC public hearings.
- W. The following provisions, in addition to those referenced above, are relevant to the analysis of the Project's consistency with the Comprehensive Plan and compliance with the LDC:
1. Table 2-1, Summary of Future Land Use Classification System, Part I. Future Land Use Districts, Future Land Use Element (18), Mixed Use Community, MU-C/R (applicable to 7.12 acres or approximately 47% of the Project Area totaling 15.3 acres).
 - Purpose: Intended to accommodate low density residential in close proximity to neighborhood and community-serving commercial areas.
 - Range of Potential Uses: Primary: low density residential, medium density clustered residential, Secondary: neighborhood commercial, public semi-public, recreation and schools, short-term agriculture, maximum gross potential density: 3 du/acre, Maximum net density 9 du/acre, maximum Potential Intensity (F.A.R.) 0.23, medium commercial size limitation. (emphasis added).
 - See *also*, Comp. Plan Policy 2.2.1.28.5, Future Land Use Element.
 2. Table 2-1. Summary of Future Land Use Classification System, Part I, Future Land Use Districts, (4) RES-1, (applicable to approximately 8.18 acres or approximately 54% of the Project Area totaling 15.3 acres).
 - Purpose: Areas of low density suburban residential character, which may be interspersed with

compatible short-term agricultural activities as the area transitions from rural to suburban uses.

- Range of Potential uses: Primary: low density residential, Secondary: short-term agriculture, neighborhood commercial, public-semi public, recreation and schools.
 - See *also*, Comprehensive Plan Policies 2.2.1.9 through 2.2.1.9.3, Future Land Use Element.
3. Comprehensive Plan Policy 2.10.1.2, Future Land Use Element: "Promote the development of commercial uses in nodes, and discourage scattered, incremental commercial development."
 4. Comprehensive Plan Objective 2.10.2--Diversity, Future Land Use Element.
 5. Comprehensive Plan Objective 2.10.3—Required Access to Commercial Uses, Future Land Use Element.
 6. Comprehensive Plan Objective 2.10.4—Locational Criteria and Development Standards, Future Land Use Element.
 7. Comprehensive Plan Policy 2.1.2.3, Future Land Use Element: "Permit the consideration of new residential and nonresidential development with characteristics compatible with existing development, in areas which are internal to, or are contiguous expansions of existing development, and compatible with future areas of development."
 8. Comprehensive Plan Policy 2.1.2.4, Future Land Use Element: "Limit urban sprawl through the consideration of new development and redevelopment, when deemed compatible with existing and future development, in areas which are internal to, or are a contiguous expansion of the built environment."
 9. Comprehensive Plan Objective 2.9.1—Strong Communities, Future Land Use Element.

10. Comprehensive Plan Policy 2.1.2.7, Future Land Use Element: "Review all proposed development for compatibility and appropriate timing of development. . . ."
11. Comprehensive Plan Objective 2.6.1—Compatibility through Screening, Buffering, Setback, and Other Mitigative Measures, Future Land Use Element.
12. Comprehensive Plan Objective 2.6.2—Residential Compatibility/Transition, Future Land Use Element.
13. Comprehensive Plan Policy 2.2.1.6, Future Land Use Element: "The land development regulations may restrict development potential to less than the maximum provided for in this Comprehensive Plan, to address land use compatibility, public facility and natural resource considerations as identified in this Comprehensive Plan. Furthermore, nothing in this Comprehensive Plan shall guarantee the achievement of maximum development potential, noted in this element and the Future Land Use Map."
14. Comprehensive Plan Objective 2.3.3—Floodplain Management, Future Land Use Element.
15. Section 200, Definitions, Land Development Code, defines "Compatibility" to mean: "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."
16. LDC § 342.4A—Review Criteria for All Zoning Map Amendments.
17. LDC § 402.6—General Design Requirement for all Planned Development Site Plans.
18. LDC § 400.8. Future Land Use Categories and Zoning District, Table 4-1, provides the implementing zoning district for the RES-1 FLUC:

The following table correlates individual zoning district with future land use category. Not all the zoning districts shown under a future land use category, however, are presumed to

be appropriate for a site with that particular future land use designation. The factors listed in LDC§ 342.3 (Rezone Criteria) need to be met in order to approve the zoning map amendment request.

Planned Development (PD) Districts are allowed within all Comprehensive Plan Future Land Use map categories, provided the rezoning request meets the requirements of LDC§ 342.4 and is consistent with the Comprehensive Plan and corresponding Future Land Use designation. See Exhibit D, Table 4-12: Schedule of Uses for PD Districts.

RES-1 (Residential): CON, A, A-1, RSF-1, RVP, MP-1, NC-S, NC-M, PR-S, PR-M, GC.

19. The Applicants may also request a rezone to one of the implementing zoning districts for the MU-C/R (Mixed-use Community) Future Land Use Classification as described in LDC § 400.8, Table 4-1, LDC,: CON, RSF-1, RSF-2, RSF-3, RSF-4.5, RSF-6, RMF-6, RMF-6, RMF-9, PR-S, PR-MNC-S, NC-M, and MP-1. as detailed herein, subject to compliance with the Comprehensive Plan and LDC.

Section 2. Conclusions. Based upon the above findings, the Record, the Comprehensive Plan, and the LDC, the Board hereby makes the following conclusions:

- A. The Applicants failed to meet their burden of proving and demonstrating that the proposed rezone, schedule of uses and general development plan, contained in the Application are consistent with the Comprehensive Plan, and comply with the standards for approval in the applicable provisions of the LDC.
- B. The Applicants failed to demonstrate that the level of intensity of the proposed commercial uses consisting of a maximum 195,000 square feet are compatible with, and establish a transition of intensities and uses across the proposed PDC Zone District boundaries. Additionally, the Applicants failed to demonstrate how the Project would promote safe traffic circulation patterns and not create any external impacts that would adversely affect surrounding development, uses and zoning.
- C. The Applicants failed to demonstrate that the proposed commercial uses as depicted in the General Development Plan are compatible with the surrounding area and do not have characteristics contributing to scattered incremental commercial development.

- D. Due to the above findings, the Record, the Comprehensive Plan and LDC, the Board finds that maintaining the existing A (General Agriculture) Zoning District accomplishes a legitimate public purpose and promotes the health, safety, and welfare of the public.
- E. The Board specifically denies the Application—specifically, Applicants’ proposed rezone request and general development plan applicable to the Property described in the legal description in Exhibit B.
- F. The existing A (General Agriculture) Zoning District of the 37.3 acres parcel remains in full force and effect, and the Applicants may opt to request a change in use consistent with those listed under the A Zoning District, as detailed in LDC § 401.2: Uses in Agriculture and Residential District, LDC (See Exhibit C) subject to compliance with the Comprehensive Plan and LDC.

Section 3. Severability. It is hereby declared to be the intention of the Board that the phrases, clauses, sentences, paragraphs, and sections in this Resolution be deemed severable, and if any phrase, clause, sentence, paragraph or section hereof is declared unconstitutional or otherwise invalid by the valid judgement of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution.

Section 4. Effective Date. The effective date of this Resolution shall be the date of adoption of this Resolution.

DULY ADOPTED, with a quorum present and voting, this _____ day of April, 2026.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: _____
Deputy Clerk

EXHIBIT A

LEGAL DESCRIPTION

15.301 Acres

A PORTION OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°21'50"W, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 1551.03 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 114 OF THE NORTHEAST 114 OF SAID SECTION 35; THENCE N89°13'19"W, A DISTANCE OF 120.00 FEET; THENCE S00°21'50"W, A DISTANCE OF 552.56 FEET, TO THE POINT OF BEGINNING; THENCE S00°21'50"W, A DISTANCE OF 311.65 FEET, TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 73°55'27", A CHORD BEARING OF S66°38'35"W, AND A CHORD DISTANCE OF 42.09 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 45.16 FEET; THENCE N76°23'42"W, A DISTANCE OF 98.75 FEET, TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 102°53'58", A CHORD BEARING OF S52°09'19"W, AND A CHORD DISTANCE OF 563.08 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 646.54 FEET; THENCE S00°42'20"W, A DISTANCE OF 201.87 FEET; THENCE S45°42'33"W, A DISTANCE OF 83.65 FEET, THENCE N89°17'47"W, A DISTANCE OF 562.23 FEET TO THE WEST LINE OF THE EAST ½ OF EAST ½ OF SAID SECTION 35; THENCE N00°29'40"E, ALONG THE WEST LINE OF THE EAST ½ OF THE EAST ½ OF THE SAID SECTION 35, A DISTANCE OF 655.77 FEET; THENCE N89°59'44"E, A DISTANCE OF 399.74 FEET; THENCE N00°40'46"E, A DISTANCE OF 253.24 FEET; THENCE S89°38'08"E, A DISTANCE OF 797.43 FEET, TO THE POINT OF BEGINNING

CONTAINING 666,510 SQUARE FEET, OR 15.301 ACRES, MORE OR LESS

Exhibit B

The Property

Legal Description

37.337 acres

A PORTION OF SEC 35, TWN 34S, RNG 19E BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NE COR OF SEC 35, TWN 34S, RNG 19E; TH S 00 DEG 21 MIN 50 SEC W, ALG THE E LN OF SD SEC 35, A DIST OF 1551.03 FT TO THE SE COR OF TH SE 1/4 OF THE NE 1/4 OF SD SEC 35; TH N 89 DEG 13 MIN 19 SEC W, A DIST OF 120 FT TO THE POB; TH S 00 DEG 21 MIN 50 SEC W, A DIST OF 863.87 FT TO A PT ON A NON-RADIAL CURVE TO THE RIGHT HAVING A RAD OF 35 FT, A C/A OF 73 DEG 55 MIN 27 SEC, A CHORD BEARING OF S 66 DEG 38 MIN 35 SEC W, AND A CHORD DIST OF 42.09 FT; TH ALG THE ARC OF SD CURVE AN ARC DIST OF 45.16 FT; TH N 76 DEG 23 MIN 42 SEC W, A DIST OF 98.75 FT TO A PT ON A CURVE TO THE LEFT HAVING A RAD OF 360 FT, A C/A OF 102 DEG 53 MIN 58 SEC, A CHORD BEARING OF S 52 DEG 09 MIN 19 SEC W, AND A CHORD DIST OF 563.08 FT; TH ALG THE ARC OF SD CURVE AN ARC DIST OF 646.54 FT; TH S 00 DEG 42 MIN 20 SEC W A DIST OF 201.87 FT; TH S 45 DEG 42 MIN 33 SEC W, A DIST OF 83.65 FT; TH N 89 DEG 17 MIN 47 SEC W, A DIST OF 562.23 FT TO THE INT WITH THE W LN OF THE E 1/2 OF THE SE 1/4 OF SD SEC 35; TH ALG SD W LN N 00 DEG 29 MIN 40 SEC E, A DIST OF 1630.30 FT; TH S 89 DEG 26 MIN 46 SEC E, A DIST OF 1196.34 FT; TH S 00 DEG 21 MIN 50 SEC W, A DIST OF 162.54 FT TO THE POB.

CONT 1,626,400 SQ FT OR 37.337 AC M/L (INST#202441092077)

PI #5703.0070/9

EXHIBIT C

TABLE 4-2

USES IN AGRICULTURE AND RESIDENTIAL DISTRICTS

Land Use	See Sec. #	CON	R/OS	A	A-1	RSF	RSMH	RDD	RMF	VIL
AGRICULTURAL USES										
Agricultural Research Facilities	—	X	X	P	P	X	X	X	X	P
Agricultural Uses	531.1	SP	SP	P	P	SP	SP	SP	SP	P
Agricultural Products Processing Plants	531.1	X	X	P	X	X	X	X	X	SP
Animal Products Processing Facility	531.1	X	X	SP	X	X	X	X	X	SP
Short Term Agricultural Uses	531.1	X	X	P	P	P	P	P	P	P
Stables or Equestrian Centers: Private	531.41	X	X	P	P	X	X	X	X	P
Stables or Equestrian Centers: Public	531.41	X	X	P	P	X	X	X	X	P
Tree Farm	531.1	P	P	P	P	P	P	P	P	P
Animal Services (Wild and Exotic)	531.5	P	P	P	P	P	P	P	P	P
Breeding Facility (Non-Wild & Exotic)	531.8	X	X	P	SP	X	X	X	X	P
Farming Service Establishments	531.18	X	X	P	SP	X	X	X	X	P
Farm Worker Housing	531.19	X	X	P	SP	X	X	X	X	SP
Pet Service (Kennel) Establishments	531.38	X	X	P	SP	X	X	X	X	SP
Sawmills	531.1	X	X	P	X	X	X	X	X	SP
Slaughterhouses	531.1	X	X	SP	X	X	X	X	X	X
Stockyards and Feedlots	531.1	X	X	SP	X	X	X	X	X	SP
Veterinary Hospitals	531.58	X	X	P	SP	X	X	X	X	P
COMMERCIAL - RETAIL										
Alcoholic Beverage Establishment	531.4	X	X	X	X	X	X	X	X	X
Alcoholic Beverage Establishment - 2 COP License	531.4	X	X	X	X	X	X	X	X	X

Land Use	See Sec. #	CON	R/OS	A	A-1	RSF	RSMH	RDD	RMF	VIL
Auction Houses, Enclosed	—	X	X	X	X	X	X	X	X	X
Auction Houses, Open	531.6	X	X	X	X	X	X	X	X	X
Building Materials Sales Establishment	531.9	X	X	X	X	X	X	X	X	SP
Lumberyard	531.9	X	X	P	X	X	X	X	X	X
Drive-Through Establishments	531.16	X	X	X	X	X	X	X	X	P
Food Truck Park	531.64	X	X	X	X	X	X	X	X	P
Gas Pumps	531.51	X	X	X	X	X	X	X	X	P
Recreational Vehicle/Mobile Home Sales, Rental & Leasing	531.43	X	X	X	X	X	X	X	X	SP
Restaurant	531.48	X	X	X	X	X	X	X	X	P
Retail Sales, Neighborhood Convenience	531.49	X	X	X	X	X	X	X	X/P ¹	P
Retail Sales, General	531.49	X	X	X	X	X	X	X	X	P/S P
Service Station	531.51	X	X	X	X	X	X	X	X	SP
Vehicle Sales, Rental, Leasing	531.57	X	X	X	X	X	X	X	X	SP
COMMERCIAL - SERVICES										
Banking: Bank	—	X	X	X	X	X	X	X	X	P
Banking: Bank/Drive-through	531.16	X	X	X	X	X	X	X	X	P
Bed and Breakfast	531.7	X	X	P	SP	SP	X	P	P	P
Business Services	—	X	X	X	X	X	X	X	X	P
Printing, Medium	—	X	X	X	X	X	X	X	X	P
Printing, Small	—	X	X	X	X	X	X	X	X	P
Car Wash: Full Service	531.10	X	X	X	X	X	X	X	X	X
Car Wash: Incidental	531.10	X	X	X	X	X	X	X	X	SP
Car Wash: Self-Service	531.10	X	X	X	X	X	X	X	X	P
Clinics	—	X	X	X	X	X	X	X	X	P
Equipment sales, rental, leasing, storing and repair - heavy	531.18	X	X	P	SP	X	X	X	X	P
Construction equipment	531.18	X	X	X	X	X	X	X	X	SP
Equipment Sales, rental, leasing, storage and repair - light	—	X	X	P	SP	X	X	X	X	P

Land Use	See Sec. #	CON	R/OS	A	A-1	RSF	RSMH	RDD	RMF	VIL
Food Catering Service Establishment	531.21	X	X	X	X	X	X	X	X	X
Free Standing Emergency Department (FSED) ³	531.62	X	X	X	X	X	X	X	X	X
Funeral Chapel	531.22	X	X	P	P	SP	SP	SP	SP	P
Funeral Home	531.22	X	X	SP	SP	SP	SP	SP	SP	SP
Hospital ²	—	X	X	X	X	X	X	X	X	X
Intensive Services: All Others	531.26	X	X	X	X	X	X	X	X	P
Intensive Services: Exterminating and Pest Control	531.26	X	X	X	X	X	X	X	X	P
Intensive Services: Printing, Heavy	—	X	X	X	X	X	X	X	X	X
Intensive Services: Industrial Service Establishment	531.26	X	X	X	X	X	X	X	X	P
Intensive Services: Sign Painting Service	531.26	X	X	X	X	X	X	X	X	P
Intensive Services: Taxi-Cab, Limousine Service	531.26	X	X	X	X	X	X	X	X	X
Laboratories, Medical and Dental	—	X	X	X	X	X	X	X	X	P
Lodging Places: Boarding House	531.28	X	X	X	X	X	X	X	P	X
Lodging Places: Boatel	531.28	X	X	X	X	X	X	X	X	X
Lodging Places: Dormitories	531.28	X	X	X	X	X	X	X	P	X
Lodging Places: Hospital Guest House	531.28	X	X	X	X	X	X	X	SP	X
Lodging Places: Hotel/motel	531.28	X	X	X	X	X	X	X	X	SP
Office	531.61	X	X	P	P	P	P	P	P	P
Personal Service Establishment	—	X	X	X	X	X	X	X	X	P
Dry Cleaners: Pick-up	—	X	X	X	X	X	X	X	X	P
Rental Service Establishment	—	X	X	X	X	X	X	X	X	P
Repair Service Establishment	—	X	X	X	X	X	X	X	X	P

Land Use	See Sec. #	CON	R/OS	A	A-1	RSF	RSMH	RDD	RMF	VIL
Recreational Vehicle Parks and subdivisions	531.42	X	X	X	X	X	X	X	X	SP
Vehicle Repair: Major	531.56	X	X	X	X	X	X	X	X	X
Vehicle Repair: Community Serving	—	X	X	X	X	X	X	X	X	SP
Vehicle Repair: Neighborhood Serving	—	X	X	X	X	X	X	X	X	SP
Veterinary Clinic	531.58	X	X	P	SP	X	X	X	X	P
Wholesale Trade Establishment	—	X	X	X	X	X	X	X	X	X
INDUSTRIAL										
Industrial, Heavy	531.25	X	X	X	X	X	X	X	X	X
Firework/Sparkler Manufacture	531.25	X	X	X	X	X	X	X	X	X
Industrial, Light	531.25	X	X	X	X	X	X	X	X	X
Research and Development Activities	—	X	X	X	X	X	X	X	X	X
COMMUNITY SERVICE USES										
Civic, Social, and Fraternal Organizations/Clubs	531.14	X	X	P	P/S P	P/S P	P/SP	P/SP	P/SP	P
Correctional Facilities: Community	—	X	X	SP	X	X	X	X	X	X
Correctional Facilities: Major	—	X	X	SP	X	X	X	X	X	X
Cultural Facilities	531.15	X	X	P	P	SP	SP	SP	SP	SP
Emergency Shelters	531.45	X	X	P/S P	P/S P	P/S P	P/SP	P/SP	P/SP	P
Emergency Shelter Home	531.45	X	X	P	P	P	P	P	P	X
Personal Wireless Service Facilities	531.37	See Section 531.37								
Public Community Uses	531.39	X	X	P	P/S P	P/S P	P/SP	P/SP	P/SP	P
Public Use Facilities	531.40	X	X	P	P	P	P	P	P	P
Post Offices	—	X	X	P	P	P	P	P	P	P
Radio, TV, Communications, Microwave Facilities	—	SP	SP	P/S P	SP	SP	SP	SP	SP	X
Rehabilitation Center	531.44	X	X	SP	SP	SP	SP	SP	SP	SP
Utility Use	531.54	SP	SP	P	P	P	P	P	P	P

Land Use	See Sec. #	CON	R/OS	A	A-1	RSF	RSMH	RDD	RMF	VIL
Alternative Energy Generation Facility	531.54	X	X	P	X	X	X	X	X	X
Utility Use, Heavy	531.54	X	X	X	X	X	X	X	X	X
MISCELLANEOUS USES										
Flea Markets: Enclosed	531.20	X	X	X	X	X	X	X	X	X
Flea Markets: Open	531.20	X	X	X	X	X	X	X	X	X
Intensive Services: Towing Service and Storage Establishment	531.26	X	X	X	X	X	X	X	X	X
Outdoor Advertising Signs	—	X	X	X	X	X	X	X	X	X
Outdoor Storage (Principal Use)	531.36	X	X	X	X	X	X	X	X	X
Parking, Commercial (Principal Use)	—	X	X	X	X	X	X	X	X	X
Sexually Oriented Businesses	531.52	See 531.52								
Water Dependent Uses	531.60	X	X	X	X	X	X	X	X	X
OPEN USE OF LAND - LIGHT										
Cemetery: Human and Pet	531.11	X	X	SP	SP	SP	SP	SP	SP	P
Earthmoving, Minor	702	X	X	P	P	P	P	P	P	P
Game Preserve	—	P	SP	P	SP	X	X	X	X	P
OPEN USE OF LAND - HEAVY										
Earthmoving, Major	702	X	X	SP	SP	X	X	X	X	SP
Junkyards	531.27	X	X	X	X	X	X	X	X	X
Mining	531.30	X	X	X	X	X	X	X	X	X
Solid Waste Management Facilities	531.53	X	X	SP	X	X	X	X	X	X
Landfills	531.53	X	X	SP	X	X	X	X	X	X
RECREATION USES										
Environmental Land Preserves, Public and Private	531.17	P	P	P	P	P	P	P	P	P
Recreation, High Intensity	531.41	X	P	SP	X	X	X	X	X	X
Recreation, Low Intensity	531.41	X	P	P	P	P	P	P	P	P
Recreation, Medium Intensity	531.41	X	P	SP	X	X	X	X	X	X
Recreation, Passive	531.41	P	P	P	P	P	P	P	P	P

Land Use	See Sec. #	CON	R/OS	A	A-1	RSF	RSMH	RDD	RMF	VIL
Recreation, Rural	531.41	X	X	SP	SP	X	X	X	X	X
RESIDENTIAL USES										
Accessory Dwelling Unit	511.18	X	X	P	P	P	X	X	X	P
Assisted Living Facility, Large ²	531.45	X	X	SP	SP	SP	SP	SP	SP	SP
Assisted Living Facility, Small ²	531.45	X	X	SP	P	P	P	P	P	P
Community Residential Homes	531.45	X	X	P	P	P	P	P	P	P
Group Housing	531.23	X	X	SP	SP	X	X	X	P	SP
Mobile Homes, Individual	531.32	X	X	P/S P	X	X	P	X	X	P/S P
Mobile Home Parks	531.32	X	X	X	X	X	P	X	X	X
Mobile Home Subdivisions	531.32	X	X	X	X	X	P	X	X	X
Nursing Homes ²	531.35	X	X	X	X	SP	X	SP	SP	P
Recovery Home, Large	531.45	X	X	SP	X	X	X	X	SP	X
Recovery Home, Small	531.45	X	X	SP	SP	SP	SP	SP	SP	SP
Residential Treatment Facilities	531.46	X	X	SP	SP	SP	SP	SP	SP	SP
Residential Use: Duplexes	531.47	X	X	X	X	X	X	P	P	SP
Residential Use: Multiple Family Dwellings	531.47	X	X	X	X	X	X	X	P	SP
Residential Use: Single Family, Attached Dwellings (3 to 9 units)	531.47	X	X	X	X	X	X	X	P	SP
Residential Use: Single Family, Detached Dwellings	531.47	X	X	P	P	P	X	P	P	P
Residential Use: Single Family, Semi-Detached Dwellings	531.47	X	X	X	X	X	X	P	P	SP
Residential Use: Triplex and Quadruplex Dwellings (Multifamily, four (4) units maximum)	531.47	X	X	X	X	X	X	X	P	SP
Residential Use: Waterfront Structures (Residential other than multi-family)	531.47	X	X	P	P	P	P	P	P	P

Land Use	See Sec. #	CON	R/OS	A	A-1	RSF	RSMH	RDD	RMF	VIL
Residential Use: Waterfront Structures (Multi-Family)	531.47	X	X	X	X	X	X	X	P	P
RESIDENTIAL SUPPORT USES										
Adult Day Care Center	—	X	X	P	P	P	P	P	P	X
Child Care Center, Accessory	511.2	X	X	P/S P	P/S P	SP	X	P/SP	P/SP	P
Child Care Center, Small	531.12	X	X	P/S P	P/S P	P/S P	X	P/SP	P/SP	P
			X							
Child Care Center, Large	531.12	X	X	P/S P	P/S P	X	X	X	P/SP	P/S P
Churches/Places of Worship	531.13	X	X	P/S P	P/S P	P/S P	P/SP	P/SP	P/SP	P
Environmental Education Facilities	—	P	P	P	P	P	X	P	X	P
Family Day Care Home	—	X	X	P	P	P	P	P	P	P
Schools, College/Universities	531.50	X	X	X	X	X	X	X	X	X
Schools, Elementary	531.50	X	X	P	P	P	P	P	P	P
Schools, High and Middle	531.50	X	X	SP	SP	SP	SP	SP	SP	SP
Schools of Special Education	531.50	X	X	P	P	P	P	P	P	SP
Schools, Public	531.50	X	X	P	P	P	P	P	P	P
TRANSPORTATION USES										
Aircraft Landing Field	531.2	X	X	P	X	X	X	X	X	X
Airport, Commercial	531.3	X	X	X	X	X	X	X	X	X
Airport, Private or Public	531.3	X	X	SP	X	X	X	X	X	X
Bus and Train Passenger Station	—	X	X	P	P	X	X	X	P	P
Hazardous Waste Transfer Facility	—	X	X	X	X	X	X	X	X	X
Heliport	531.24	X	X	X	X	X	X	X	X	X
Helistop	531.24	X	X	SP	X	X	X	X	X	SP
Intensive Services: Motor Pool Facilities	531.26	X	X	X	X	X	X	X	X	X
Intermodal Terminal	—	X	X	X	X	X	X	X	X	X
Motor Freight Terminal/Maintenance	531.34	X	X	X	X	X	X	X	X	X

Land Use	See Sec. #	CON	R/OS	A	A-1	RSF	RSMH	RDD	RMF	VIL
Bus RR/Maintenance Facility		X	X	SP	X	X	X	X	X	SP
Railroad Switching/Classification Yard	—	X	X	X	X	X	X	X	X	X
WAREHOUSING										
Mini Warehouses, Self-storage	531.31	X	X	X	X	X	X	X	X	SP
Warehouses	531.59	X	X	X	X	X	X	X	X	X

EXHIBIT D

SCHEDULED OF USES FOR PD DISTRICTS

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
AGRICULTURAL USES														
Agricultural Research Facilities	—	X	X	P	P	X	P	X	P	X	X		P	P
Agricultural Uses	531.1	P	P	P	P	P	P	P	P	P	P	X	P	P
Agricultural Products Processing Plants	531.1	X	X	X	X	P	X	X	P	X	X	X	P	P
Animal Products Processing Facility	531.1	X	X	X	X	P	X	X	SP	X	X	X	P	P
Short Term Agricultural Uses	531.1	P	X	P	X	X	X	X	P	X	X	X	P	P
Stables or Equestrian Centers: Private	531.1	P	X	X	X	X	X	X	P	P	P	X	P	X
Stables or Equestrian Centers: Public	531.1	X	X	P	X	X	P	X	P	X	X	X	P	X
Tree Farm	531.1	X	X	X	X	X	P	X	P	X	X	X	P	X
Animal Services (Wild and Exotic)	531.5	P	P	P	P	P	P	P	P	P	P	P	P	P
Breeding Facility (Non-Wild & Exotic)	531.8	X	X	P	P	P	P	X	P	X	X	X	P	X
Farming Service Establishments	531.18	X	X	P	X	X	X	X	P	X	X	X	P	P
Farm Worker Housing	531.19	X	X	X	X	X	X	X	X	X	X	X	X	X
Pet Service (Kennel) Establishments	531.38	X	X	P	P	X	X	X	P	X	X	X	P	X
Sawmills	531.1	X	X	X	X	P	X	X	P	X	X	X	X	P
Slaughterhouses	531.1	X	X	X	X	P	X	X	P	X	X	X	X	X
Stockyards and Feedlots ⁴	531.1	X	X	X	X	P	P	X	P	X	X	X	X	X

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
Veterinary Hospitals	531.58	X	X	P	X	P	P	X	P	X	X	X	X	X
COMMERCIAL - RETAIL														
Alcoholic Beverage Establishment	531.4	X	X	SP	X	SP	X	SP	SP	X	X	X	X	X
Alcoholic Beverage Establishment - 2 COP License	531.4	X	X	P	X	X	X	X	P	X	X	X	X	X
Auction Houses, Enclosed	—	X	X	P	X	P	X	X	P	X	X	X	X	X
Auction Houses, Open	531.6	X	X	P	X	P	X	X	P	X	X	X	X	X
Building Materials Sales Establishment	531.9	X	X	P	X	X	X	X	P	X	X	X	X	X
Lumberyard	531.9	X	X	X	X	P	X	X	P	X	X	X	X	P
Drive-Through Establishments	531.16	X	X	P	P	P	X	X	P	X	X	X	X	P
Food Truck Park	531.64	X	P	P	P	P	X	P	P	X	X	X	X	P
Gas Pumps	531.51	X	X	P	P	P	P	P	P	P	X	X	X	P
Recreational Vehicle/Mobile Home Sales, Rental & Leasing	531.43	X	X	P	X	X	X	X	P	P	X	X	X	X
Restaurant	531.48	X	P	P	P	P	X	P	P	X	X	X	X	P
Retail Sales, Neighborhood Convenience	531.49	X	P	P	P	P	X	P	P	P	P	X	P	X
Medical Marijuana Treatment Center Dispensing Facility	531.49	X	P	P	P	P	X	P	P	P	P	X	P	X
Retail Sales, General	531.49	X	P	P	P	P	X	P	P	P	P	X	P	X
Service Station	531.51	X	X	P	X	P	X	X	P	X	X	X	X	P
Vehicle Sales, Rental, Leasing	531.57	X	X	P	X	P	X	X	P	X	X	X	X	X

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
COMMERCIAL - SERVICES														
Bed and Breakfast	531.7	P	X	P	X	X	X	P	P	X	X	X	P	X
Business Services	—	X	P	P	P	P	P	X	P	X	X	X	X	X
Printing, Medium	—	X	X	P	X	P	X	X	P	X	X	X	X	X
Printing, Small	—	X	P	P	X	P	X	X	P	X	X	X	X	X
Car Wash: Full Service	531.10	X	X	P	X	P	P	X	P	X	X	X	X	X
Car Wash: Incidental	531.10	X	X	P	X	P	P	X	P	X	X	X	X	X
Car Wash: Self-Service	531.10	X	X	P	X	P	P	X	P	X	X	X	X	X
Clinics	—	X	P	P	X	X	P	X	P	X	X	X	X	X
Equipment sales, rental, leasing, storing and repair - heavy	531.18	X	X	P	X	P	X	X	P	X	X	X	X	P
Construction equipment	531.18	X	X	P	X	P	P	X	P	X	X	X	X	X
Equipment sales, rental, leasing, storing and repair - light	—	X	X	P	X	P	X	X	P	X	X	X	X	
Food Catering Service Establishment	531.21	X	X	P	X	P	X	X	P	X	X	X	X	X
Free Standing Emergency Department (FSED) ⁵	531.62	X	X	P	X	X	X	X	P	X	X	X	X	X
Funeral Chapel	531.22	P	P	P	X	X	X	X	P	X	X	X	P	X
Funeral Home	531.22	X	P	P	X	X	X	X	P	X	X	X	X	X
Hospital ¹		X	X	X	X	X	P	X	P	X	X	X	X	X
Intensive Services: Exterminating and Pest Control	531.26	X	X	X	X	X	X	X	P	P	X	P	X	P

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
Intensive Services: Printing, Heavy	—	X	X	X	X	P	X	X	X	X	X	X	X	P
Intensive Services: Industrial Service Establishment	531.26	X	X	P	P	P	X	X	P	X	X	X	X	P
Intensive Services: Sign Painting Service	531.26	X	X	P	X	P	P	X	P	X	X	X	X	X
Intensive Services: Taxi-Cab, Limousine Service	531.26	X	X	P	X	P	X	X	P	X	X	X	X	X
Intensive Services: All others	531.26	X	X	P	X	P	P	X	P	X	X	X	X	P
Laboratories, Medical and Dental	—	X	P	P	P	P	P	X	P	X	X	X	X	X
Lodging Places: Boarding House	531.28	P	X	X	X	X	X	X	P	X	X	X	X	X
Lodging Places: Boatel	531.28	X	X	X	X	X	X	P	P	X	X	X	X	X
Lodging Places: Dormitories	531.28	P	X	X	X	X	P	X	P	X	X	X	X	X
Lodging Places: Hospital Guest House	531.28	X	X	P	X	X	P	X	P	X	X	X	X	X
Lodging Places: Hotel/motel	531.28	X	X	P	P	P ²	P	P	P	X	X	X	X	P
Office, Medical or Professional	531.61	P	P	P	P	P	P	P	P	P	X	X	X	X
Miscellaneous Services: Office	—	X	P	P	P	P	P	P	P	X	X	X	P	X
Banking: Bank	—	X	P	P	P	P	X	X	P	X	X	X	X	X
Banking: Bank/Drive-through	531.16	X	P	P	P	P	X	X	P	X	X	X	X	P

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
Personal Service Establishment	—	P	P	P	P	P	P	X	P	P	P	X	P	X
Dry Cleaners: General	—	X	P ³	P	P ³	P	P	X	P	X	X	X	X	X
Dry Cleaners: Pick-up	—	X	P	P	P	P	P	X	P	X	X	X	P	P
Rental Service Establishment	—	X	X	P	P	P	X	X	P	X	X	X	X	
Repair Service Establishment	—	X	X	P	P	X	P	X	P	X	X	X	X	X
Recreational Vehicle Parks and Subdivisions	531.42	X	X	P	X	X	X	X	P	P	X	X	X	X
Rehabilitation Center	531.44	P	P	P	P	P	P	P	P	P	P	X	P	X
Vehicle Repair: Major	531.56	X	X	P	X	P	X	X	P	X	X	X	X	P
Vehicle Repair: Community Serving	—	X	X	P	X	P	X	X	P	X	X	X	X	X
Vehicle Repair: Neighborhood Serving	—	X	X	P	X	P	X	X	P	X	X	X	X	X
Veterinary Clinic	531.58	X	P	P	P	X	X	X	P	X	X	X	P	X
Wholesale Trade Establishment		X	X	P	P	P	X	X	P	X	X	X	X	X
INDUSTRIAL														
Asphalt/Concrete Processing, Manufacturing, or Recycling Plants ⁴	—	X	X	X	X	P	X	X	X	X	X	X	X	X
Industrial, Heavy	531.25	X	X	X	X	P	X	X	P	X	X	X	X	P
Firework/Sparkler Manufacture	531.25	X	X	X	X	P	X	X	X	X	X	X	X	X
Industrial, Light	531.25	X	X	X	P	P	P	X	P	X	X	X	X	P
Research and Development Activities	—	X	X	X	P	P	P	X	P	X	X	X	X	P
COMMUNITY SERVICE USES														

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
Civic, Social, and Fraternal Organizations/Clubs	531.14	P/ SP	P	X	X	X	X	P	P	P	P	X	P	X
Correctional Facilities: Community	—	X	X	X	X	X	P	X	P	X	X	X	X	X
Correctional Facilities: Major	—	X	X	X	X	X	P	X	P	X	X	X	X	X
Cultural Facilities	531.15	P	P	P	P	P	P	P	P	X	X	X	P	P
Emergency Shelters	531.44	P	P	P	X	X	X	P	P	X	P	X	P	X
Emergency Shelter Home	531.44	P	P	P	X	X	X	P	P	X	P	X	P	X
Personal Wireless Service Facilities	531.37	See Section 531.37												
Public Community Uses	531.39	P	P	P	P	P	P	P	P	P	P	X	P	P
Public Use Facilities	531.40	P	P	P	P	P	P	P	P	P	P	X	P	P
Post Offices	—	P	P	P	P	P	P	P	P	P	P	X	P	P
Radio, TV, Communications, Microwave Facilities	—	X	X	P	P	P	P	X	P	X	X	X	X	P
Utility Use	531.54	P	P	P	P	P	P	P	P	P	P	P	P	P
Alternative Energy Generation Facility	531.54	X	X	X	X	P	P	X	X	X	X	X	X	P
Utility Use, Heavy	531.54	X	X	X	X	P	X	X	P	X	X	X	X	X
MISCELLANEOUS USES														
Flea Markets: Enclosed	531.20	X	X	P	X	X	X	X	P	X	X	X	X	X
Flea Markets: Open	531.20	X	X	P	X	X	X	X	P	X	X	X	X	X
Intensive Services: Towing Service and	531.26	X	X	P	X	P	X	X	P	X	X	X	X	P

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
Storage Establishment														
Outdoor Advertising Signs	—	X	X	P	X	P	X	X	X	P	X	X	X	P
Outdoor Storage (Principal Use)	531.36	X	X	P	X	P	X	X	P	X	X	X	X	P
Parking, Commercial (Principal Use)	—	X	P	P	P	P	P	P	P	X	X	X	X	X
Sexually Oriented Businesses	531.52	See Section 531.52												
Water Dependent Uses	531.60	X	X	X	X	X	X	P	P	X	X	X	X	X
OPEN USE OF LAND - LIGHT														
Cemetery: Human and Pet	531.11	X	X	P	X	X	P	X	P	X	X	X	X	X
Earthmoving, Minor	702	P	P	P	P	P	P	P	P	P	P	X	P	P
Game Preserve	—	X	X	P	X	X	P	X	P	X	X	X	X	X
OPEN USE OF LAND - HEAVY														
Earthmoving, Major	702	X	X	X	X	X	X	X	X	X	X	X	X	P
Junkyards	531.27	X	X	X	X	X	X	X	P	X	X	X	X	X
Mining	531.30	X	X	X	X	X	P	X	X	X	X	X	X	X
Solid Waste Management Facilities	531.53	X	X	P	X	P	P	X	P	X	X	X	X	X
Landfills	531.53	X	X	X	X	X	P	X	X	X	X	X	X	X
RECREATION USES														
Environmental Land Preserves, Public and Private	531.17	P	P	P	P	P	P	P	P	P	X	X	P	X
Recreation, High Intensity	531.41	X	X	P	X	X	P	P	P	X	X	X	X	X
Recreation, Low Intensity	531.41	P	P	P	P	P	P	P	P	P	P	P	P	X
Recreation, Medium Intensity	531.41	X	X	P	X	X	P	P	P	X	X	X	X	X

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
Recreation, Passive	531.41	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreation, Rural	531.41	X	X	X	X	P	P	X	X	X	X	X	X	X
RESIDENTIAL USES														
Accessory Dwelling Unit ⁶	511.18	P	X	X	X	X	X	X	P	X	X	X	P	X
Assisted Living Facility, Large ¹	531.45	P	P	P	X	X	P	X	P	X	X	X	P	X
Assisted Living Facility, Small ¹	531.45	P	P	P	X	X	P	X	P	X	X	X	P	X
Community Residential Homes	531.44	P	X	X	X	X	P	X	P	P	P	X	P	X
Group Housing	531.23	X	X	X	X	X	P	X	P	X	X	X	X	X
Mobile Homes, Individual	531.32	X	X	X	X	X	X	X	X	X	P	X	X	X
Mobile Home Parks	—	X	X	X	X	X	X	X	P	X	P	X	X	X
Mobile Home Subdivisions	—	X	X	X	X	X	X	X	P	X	P	X	X	X
Nursing Homes ¹	531.35	X	P	P	X	X	P	X	P	X	X	X	X	X
Recovery Home, Large	531.45	X	P	P	X	X	P	X	P	X	X	X	X	X
Recovery Home, Small	531.45	P	P	P	X	X	P	X	P	P	P	X	P	X
Residential Treatment Facilities	531.46	P	X	X	X	X	P	X	P	X	X	X	P	X
Residential Use: Duplexes	531.47	P	X	X	X	X	P	X	P	X	X	X	X	X
Residential Use: Multiple Family Dwellings	531.47	P	X	X	X	X	P	P	P	X	X	X	X	X
Residential Use: Single Family, Attached Dwellings (3 to 9 units)	531.47	P	X	X	X	X	P	P	P	X	X	X	X	X
Residential Use: Single Family,	531.47	P	X	X	X	X	P	P	P	X	X	X	P	X

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
Detached Dwellings														
Residential Use: Single Family, Semi-Detached Dwellings	531.47	P	X	X	X	X	P	X	P	X	X	X	X	X
Residential Use: Triplex and Quadruplex Dwellings (Multifamily, four (4) units maximum)	531.47	P	X	X	X	X	X	P	P	X	X	X	X	X
Residential Use: Waterfront Structures (Residential)	531.47	P	X	X	X	X	X	P	P	P	P	X	P	X
Residential Use: Waterfront Structures, Multi-Family	531.47	P	X	X	X	X	X	P	P	X	X	X	P	X
RESIDENTIAL SUPPORT USES														
Adult Day Care Center	—	P	P	P	X	X	X	P	P	X	P	X	P	X
Child Care Center, Accessory	531.12	P	P	P	P	P	P	P	P	P	P	X	P	P
Child Care Center, Large	531.12	P	P	P	P	P	P	X	P	X	X	X	P	X
Child Care Center, Small	531.12	P	P	P	X	P	P	X	P	P	P	X	P	X
Churches/Places of Worship	531.13	P	P	P	X	X	X	X	P	P	P	X	P	X
Environmental Education Facilities	—	P	X	X	X	X	P	X	P	X	X	X	P	X
Family Day Care Home	—	P	X	X	X	X	P	X	P	P	P	X	P	X
Schools, College/Universities	531.50	X	X	X	X	X	P	X	P	X	X	X	X	X

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
Schools, Elementary	531.50	P	P	X	P	X	P	X	P	X	X	X	P	X
Schools, High and Middle	531.50	P	P	X	P	X	P	X	P	X	X	X	P	X
Schools of Special Education	531.50	P	P	P	P	X	P	X	P	X	X	X	P	X
Schools, Public	531.50	P	P	P	P	P	P	P	P	P	P	P	P	P
TRANSPORTATION USES														
Aircraft Landing Field	531.2	X	X	X	X	X	P	X	P	X	X	X	X	X
Airport, Commercial	531.3	X	X	X	X	X	P	X	P	X	X	X	X	X
Airport, Private or Public	531.3	X	X	X	X	P	P	X	P	X	X	X	X	P
Bus and Train Passenger Station	—	P	X	P	P	P	P	X	P	X	X	X	P	P
Hazardous Waste Transfer Facility	—	X	X	X	X	P	P	X	P	X	X	X	X	X
Heliport	531.24	X	X	P	X	P	P	X	P	X	X	X	X	P
Helistop	531.24	P	P	P	P	P	P	P	P	X	X	X	P	P
Intensive Services: Motor Pool Facilities	531.26	X	X	X	X	P	P	X	P	X	X	X	X	P
Intermodal Terminal	—	X	X	X	X	P	P	X	P	X	X	X	X	P
Motor Freight Terminal/Maintenance	531.34	X	X	X	X	P	X	X	P	X	X	X	X	P
Bus RR/Maintenance Facility	531.34	X	X	X	X	P	P	X	P	X	X	X	X	X
Railroad Switching/Classification Yard	—	X	X	X	X	P	P	X	X	X	X	X	X	P
WAREHOUSING														
Mini Warehouses, Self-storage	531.31	X	X	P	X	P	X	X	P	X	X	X	X	X

Land Use		PD R	PDO	PD C	PDR P	PD I	PD PI	PD W	PDM U	PDR V	PDM H	PDG C	PD A	PD EZ
Warehouses	531.59	X	X	X	P	P	P	X	P	X	X	X	P	P



Public Comment

Submitted On: Apr 14, 2026, 04:41PM EDT

Manatee County Government

Full Name	First Name: Tyler Last Name: West
Email	mrwesst@yahoo.com
Which meeting is this public comment for? (Please select date of meeting)	April 16, 2026
Topic/Agenda Item	Rezoning PDR-25-20(Z)(G) - PLN2504-0061 for Cheyanne Phase 2
Comment	Hello, My name is Tyler and this comment is regarding the "Cheyanne Preserve Phase II" application for a rezoning attempt. Unfortunately, I have watched this exact same scenario ruin my home town, among many other places all across the country over the past several years. Friends and family's firsthand experiences are all very similar and we share a feeling of helplessness. Profit and development has been prioritized over protecting ecosystems, animal habitats, endangered species, windbreaks, Florida's aquifers, pushing local infrastructure past breaking points, neighboring communities, long time residents, and more. Traffic congestion is already making people consider leaving the area due to new communities built here on Rye road. This destruction of agricultural land further displaces wildlife, pollinators, air quality and local availability/cost of food (eggs, fruits, vegetables, etc.) In our small area alone, there have been at least 6 entire new residential developments over the past couple of years, with plans already unfolding to build more on what's remaining of the limited agricultural land on Rye Road. There are currently many new construction homes for sale, and for rent, sitting on the market with consistent price reductions and no buyers. This also reduces the value of surrounding homes and affects homeowners negatively. What is occurring in this case reflects a broader and well-documented pattern that has had lasting negative impacts on counties, surrounding neighborhoods, and the long-term goals of local residents. Property records frequently show that land is acquired not for agricultural use, single-family development consistent with current zoning, or meaningful land improvement, but instead held as a speculative investment. The intent is often to either sell to a developer at a later date or to pursue rezoning in order to increase its marketability for large-scale development. According to Manatee County public records, this property has changed ownership 11 times, which is consistent with this pattern of speculative holding rather than productive use. Regardless of whether previous rezoning requests have been submitted or denied, this application should be carefully evaluated and ultimately denied in order to preserve the intent of the current agricultural designation. Many residents, including myself, aspire to purchase agricultural land in Central Florida for the purpose of farming and contributing to the local food supply. However, ongoing development pressures and speculative land practices have driven property values to levels that make it nearly impossible to acquire even modest acreage. In many cases, parcels larger than one acre are no longer financially attainable for individuals seeking to engage in agriculture. Agricultural land in this region is already limited, and continued rezoning further reduces its availability. Humans, animals, pollinators, and our future generations lose this land forever once rezoned and/or developed. Zoning classifications exist for a reason, and agricultural land plays a critical role in supporting local economies, food systems, and environmental sustainability. For these reasons, it is important to maintain existing agricultural zoning and avoid incremental changes that ultimately lead to widespread conversion into residential developments. Thank you for your time and consideration. Have a great day.

Planning Commission: 4/23/2026

PDR-25-20(Z)(G) – CHEYANNE PRESERVE PHASE II – KYLE S AND JULIANNE B GIELLA (OWNER) / AMH DEVELOPMENT, LLC (CONTRACT PURCHASER) – PLN2504-0061

An Ordinance of the Board of County Commissioners of Manatee County, Florida, regarding land development, amending the Official Zoning Atlas (Ordinance 15-17, as amended, the Manatee County Land Development Code), relating to zoning within the unincorporated area, providing for a rezone of approximately 10.37 acres generally located directly south of Lewis Court, approximately 850 feet west of Rye Road, and commonly known as 3125 North Rye Road, Parrish, Florida (Manatee County) from General Agriculture (A) to Planned Development Residential (PDR) Zoning District; approving a General Development Plan for up to 24 single-family detached dwelling units; subject to voluntarily proffered stipulations as conditions of approval; setting forth findings; providing a legal description; providing for severability; and providing an effective date.

Planning Commission: 4/16/2026

Board of County Commissioners: 4/23/2026

Alternative Motions

APPROVAL

Based upon the staff report, evidence presented, comments made at the Public Hearing, the action of the Planning Commission, and finding the request to be CONSISTENT with the Manatee County Comprehensive Plan and in compliance with the applicable review standards in the Manatee County Land Development Code, I move to ADOPT Manatee County Zoning Ordinance Number PDR-25-20(Z)(G); APPROVE the General Development Plan with Stipulations as Conditions of Approval A.1-A.7; B.1-B.8; C.1; and D.1, ADOPT the Findings for Specific Approval; and GRANT Specific Approval for an alternative to Land Development Code Section 402.7.D.5. Greenbelts allowing the existing 20-foot greenbelt buffer to remain rather than LDC required 15-foot greenbelt buffer adjacent to Cheyenne Phase I greenbelt buffer separating the two parcels to remain as a sufficient buffer between single-family residential uses.

DENIAL

Based upon the staff report, evidence presented, comments made at the Public Hearing, the action of the Planning Commission, and finding the request to be INCONSISTENT with the Manatee County Comprehensive Plan and not in compliance with the applicable review standards in the Manatee County Land Development Code, I move to DENY Manatee County Zoning Ordinance Number PDR-25-20(Z)(G), DENY the General Development Plan; DENY the Findings for Specific Approval; and DENY Specific Approval for an alternative to Land Development Code Section 402.7.D.5. Greenbelts allowing the existing 20-foot greenbelt buffer to remain rather than LDC required 15-foot greenbelt buffer adjacent to Cheyenne Phase I greenbelt buffer separating the two parcels to remain as a sufficient buffer between single-family residential uses and direct the County Attorney's Office along with staff to prepare written Findings of Denial and to bring back before the Board of County Commissioner on the day of , 2026.

APPROVAL WITH DENIAL OF SPECIFIC APPROVAL REQUEST

Based upon the staff report, evidence presented, the action of the Planning Commission, and finding the request to be CONSISTENT with the Manatee County Comprehensive Plan and the Manatee County Land Development Code, as conditioned herein, I move to ADOPT Manatee County Zoning Ordinance Number PDR-25-20(Z)(G); APPROVE the General Development Plan with Conditions of Approval A.1-A.7; B.1-B.8; C.1; and D.1; DENY the Findings for Specific Approval; and DENY Specific Approval for an alternative to Land Development Code Section 402.7.D.5. to remove the entire greenbelt buffer located on the north side of the property as depicted on the General Development Plan.

PLANNING COMMISSION ACTION:

~~The Planning Commission is being held on April 16, 2026. The Planning Commission recommendation and any changes will be on the update memo for the April 23, 2026, Board of County Commissioners public hearing.~~

PLANNING COMMISSION ACTION:

On April 16, 2026, by a vote of 5-0, the Planning Commission voted to recommend approval with members Bower and Stamm absent..

PUBLIC COMMENT AND CORRESPONDENCE::

April 16, 2026– Planning Commission

There was no public comment.

Public comment letters were entered into the record.

Section	
1	Project Summary
2	Maps & Discussion
3	Project Details
4	LDC Analysis
5	Comp Plan Analysis
6	Positive/Negative Aspects/Mitigating Factors
7	Specific Approval Requests
8	Conditions of Approval

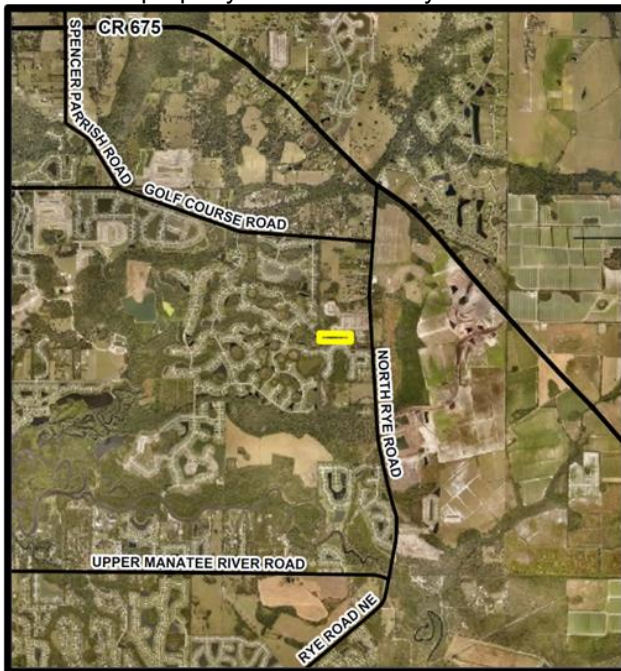
SECTION 1	
PROJECT SUMMARY	
CASE NUMBER	PDR-25-20(Z)(G) / PLN2504-0061
PROJECT NAME	Cheyenne Preserve Phase II
SECTION / TOWNSHIP / RANGE(S)	11 / 34S / 19E
PARCEL ID / ADDRESS	512600008; 3125 North Rye Rd., Parrish, FL 34219
GENERAL LOCATION	South of Lewis Court, approximately 850 feet west of Rye Rd. (Manatee County)
ACREAGE	10.37 acres
OWNER(S) / APPLICANT(S) / AGENT	Owner: Kyle S and Julianne B Giella Applicant: AMH Development, LLC Agent: Morris Engineering & Consulting, LLC
FUTURE LAND USE CATEGORY	Urban Fringe – 3 (UF-3)
ZONING	Existing: General Agriculture (A) Proposed: Planned Development Residential (PDR)
PROPOSED USE(S)	Proposed development of up to 24 single family-detached dwelling units
DENSITY <i>dwelling units per gross acre (DU/GA)</i>	Maximum Permitted: 3 DU/GA Proposed: 2.4 DU/GA
OVERLAYS/SPECIAL AREAS	N/A
SPECIFIC APPROVAL REQUEST(S)	LDC §402.7.D.5. requesting the code-required 15 ft greenbelt buffer adjacent to another greenbelt buffer be waived, allowing an existing 20 ft greenbelt buffer to remain as a sufficient buffer
NEIGHBORHOOD WORKSHOP	Yes; See review criteria analysis for LDC §312.6 in Section 4 of this Staff Report
CASE MANAGER	Lindsey Craig, Planner I

SECTION 2

MAPS & DISCUSSION

History

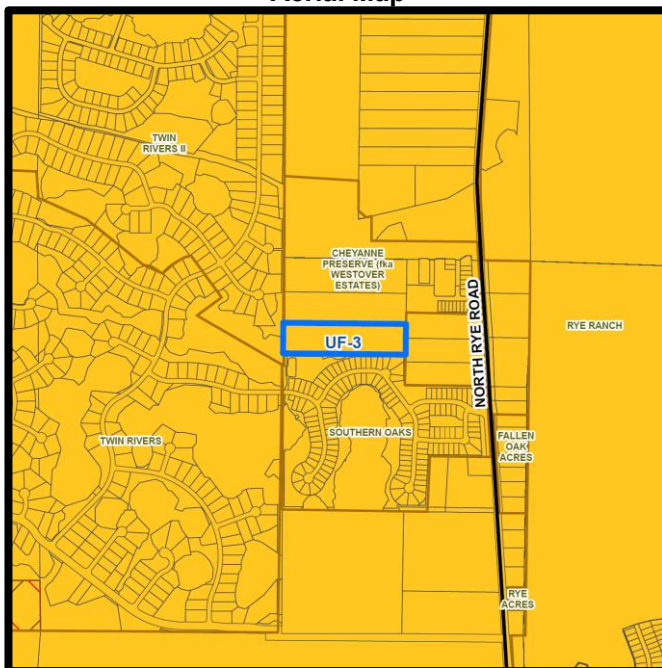
The subject property consists of one parcel that is 10.37 acres. The 1981 Zoning Map shows the property zoned as General Agriculture (A). With the adoption of the Land Development Code (LDC) in 1990, the zoning district remained unchanged. With the adoption of the Manatee County Comprehensive Plan in 1989, the subject project was assigned the Urban Fringe – 3 (UF-3) Future Land Use Category (FLUC). According to the Manatee County Property Appraiser's website, the property is currently undeveloped including a pond evacuated between 2015 - 2017, vegetation, and wetlands. The property also abuts Cheyanne Preserve Phase I to the north and Southern Oaks to the south.



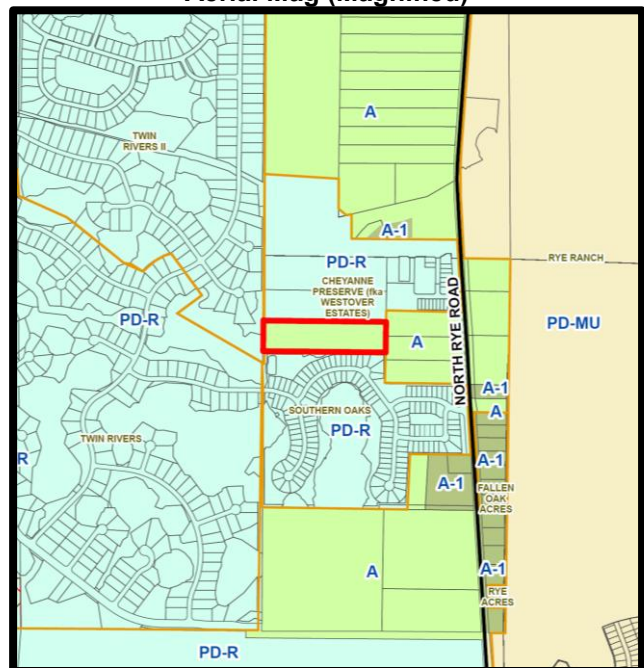
Aerial Map



Aerial Map (Magnified)



Future Land Use Map



Zoning Map

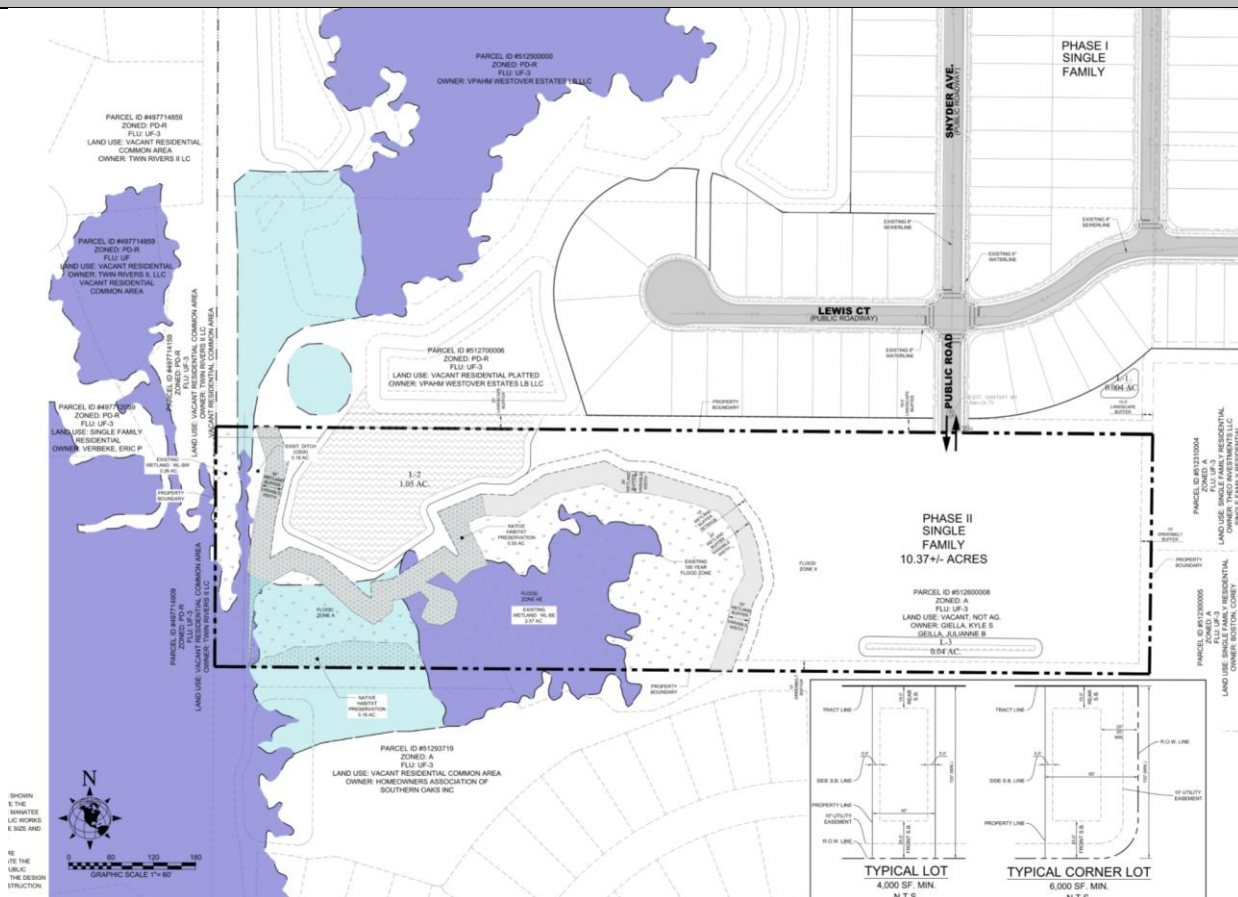
Request

The applicant is requesting a rezone from General Agriculture (A) to Planned Development Residential (PDR) with a General Development Plan (GDP) for 24 single-family detached dwelling units.

SURROUNDING USES AND ZONING

NORTH	Single Family Residential / Planned Development Residential (PDR)
SOUTH	Single Family Residential / Planned Development Residential (PDR)
EAST	Single Family Residential / General Agriculture (A)
WEST	Single Family Residential / Planned Development Residential (PDR)

SECTION 3 PROJECT DETAILS



- Up to 24 single-family detached dwelling units
- One Internal cross access on Public Road
- Two wetlands
- Two stormwater facilities to the south and northwest
- One Specific Approval from LDC Section 402.7.D.5

SITE DESIGN DETAILS		
SETBACKS REQUIRED	Front: 25 feet Rear: 15 feet Side: 5 feet Corner: 15 feet	
MINIMUM LOT SIZE REQUIRED	<u>Detached Standard Lot</u> : 4,000 square feet <u>Corner Lot</u> : 6,000 square feet	
MINIMUM LOT WIDTH	<u>Detached Standard Lot</u> : 40 feet <u>Corner Lot</u> : 60 feet	
MAXIMUM HEIGHT ALLOWED	Maximum 2 Stories or 35 feet Subject to LDC §401.5- Building Height Compatibility	
OPEN SPACE	Required: 25% (2.59 acres)	Provided: 55% (5.72 acres)
ACCESS	Public Road	
FLOOD ZONE(S)	Site lies in Zones X, A, AE (Elevation 24.2) per FIRM Panel 12081C0192F, effective 8/10/2021 and 12081C0211F, effective 8/10/2021.	
AREA OF KNOWN FLOODING	Project Located in Flood Prone Area: Yes Type of Flooding (i.e. rainfall, riverine, storm surge, etc.): Rainfall Project Subject to flow reduction: 50% reduction in allowable runoff Project subject to OFW: N/A Watershed/Basin: Gamble Creek Watershed Project located within Floodplain and/or Floodway: Property is located in the FEMA 100-year floodplain and 100-year Gamble Creek floodplain Methodology Meeting: A methodology meeting may be requested for drainage design Drainage Easements/Access Easements required for existing system(s): As needed Impairment: Please verify with the SWFWMD/FDEP and any required net improvement Right-of-Way (ROW)/Stormwater Reservation/Other: NA	
UTILITIES	POTABLE WATER INFRASTRUCTURE • County 30-inch water main along the westside of North Rye Road WASTEWATER INFRASTRUCTURE • County 8-inch PVC force main along the east side of North Rye Road RECLAIMED WATER INFRASTRUCTURE • County 30-inch DIP reclaimed main along east side of North Rye Road	

TRANSPORTATION

Major Transportation Facilities

The site is located on the west side of Rye Road, approximately 0.75 miles south of Golf Course Road. The project will impact the following roadways, adjacent to and near the project site:

Rye Road is an existing two-lane road with a 45-mph posted speed. It is designated as a four-lane arterial roadway with a planned right of way width of 120-feet in the Comprehensive Plan's Future Traffic Circulation Plan.

Golf Course Road is an existing two-lane road with a 40-mph posted speed. It is designated as a two-lane collector roadway with a planned right of way width of 84-feet in the Comprehensive Plan's Future Traffic Circulation Plan.

Transportation Link Capacity Analysis

The Applicant is proposing to rezone 10 acres of a parcel from General Agriculture (A) to Planned Development Residential (PDR), with a General Development Plan (GDP) for 24 single-family dwelling units. The applicant did provide a Traffic Study to gauge the impacts of the proposed development on the segment of Rye Road adjacent to the project site. The results of the traffic study, which were reviewed and accepted by the Transportation Planning and Traffic Engineering Division, indicated that the impacted roadway segments are expected to operate at or above the level of service (LOS) performance standards.

NEAREST THOROUGHFARE	LINK	EXISTING LOS	ADOPTED LOS	FUTURE LOS (W/O PROJECT)	FUTURE LOS (W/ PROJECT)
Rye Road	2921	C	D	F/D*	F/D*

* When upgraded from 2 lanes to 4 lanes (CIP Project: PJ6118362)

Access

As the County has repealed transportation concurrency and implemented an Alternative Transportation System (ATS), at the time of future site plan submittal and accompanying Trip Reservation Report (TRR) and Operational Analysis (OA) review, all proposed access points will be evaluated to determine if any site and safety related improvements will be required for the site.

CERTIFICATE OF LEVEL OF SERVICE (CLOS)

CLOS APPLIED FOR: No, concurrency must be deferred with a GDP.

OTHER CONCURRENCY COMPONENTS

Solid waste landfill capacity and preliminary drainage intent will be reviewed at the time of application for concurrency. Potable water, wastewater, and school facilities will be reviewed at the time of Final Site Plan (FSP).

ENVIRONMENTAL INFORMATION

Minimum Open Space Requirements:

Required Open Space: 25% (2.59 acres) (LDC Section 402.7.D.2)

Provided Open Space: 55% (5.72 acres)

Wetlands:

Per the Environmental narrative provided by Monarch Ecology Group dated July 20, 2024 (revised August 3, 2025 and September 4, 2025). Two wetlands were identified on or near the site.

ENVIRONMENTAL INFORMATION					
Overall Wetland Acreage:			2.83		
Proposed Impact Acreage:			0		
Wetland I.D.	Wetland Acreage	Acres Impacted	Classification (FLUCFCS)	Quality (UMAM Score)	Justification for Impact
Wetland B	2.57	0	Wetland Forested Mixed (FLUCFCS 630)	N/A	No Impact Proposed
Wetland D	0.26	0	Wetland Forested Mixed (FLUCFCS 630)	N/A	No Impact Proposed
TOTAL	2.83	0	N/A	N/A	N/A

Wetland Buffers:

Wetland buffers are provided in accordance with SWFWMD ERP A.H. Volume 1 10.2.7. The GDP demonstrates a variable width buffer ranging from 30-foot to 25-foot at minimum. Exceeding the 25-foot average, 15-foot minimum wetland buffers as required by the State.

Uplands:

Per the Environmental Narrative provided by Monarch Ecology Group (September 2025) the subject site is comprised of Improved Pastures (FLUCFCS 211; 5.64 acres), Exotic Hardwood Forest (FLUCFCS 451; 0.37 acres), Hardwood Conifer Mixed Habitat (FLUCFCS 343; 0.71 acres). Majority of the Hardwood Conifer Mixed Habitat is within the wetland buffer along the north side of Wetland B. Per the Environmental Narrative the Hardwood Conifer Mixed Habitat will be preserved.

Preservation of Existing Plant Communities:

Per LDC Section 402.6.T.3.b., when existing native plant communities occur on a parcel of land and are located within planned open spaces, 35% of the required open space or 75% of the existing native plant communities, whichever is less, shall be in the form of preserved native plant communities. The applicant is required to preserve 2.655 acres of native plant communities which is provided as 2.83 acres of wetland (FLUCCS 630) and 0.71 acres of uplands (FLUCCS 434). The Applicant is proposing to preserve 100% of the 3.54 acres of existing plant communities.

Endangered Species:

Per the Environmental Narrative provided by Monarch Ecology Group (September 2025): Monarch conducted field surveys on July 1st and 2nd 2024 to evaluate for listed species or any evidence of them using the site. During the survey, Monarch observed a total of 18 potentially occupied gopher tortoise burrows and three abandoned burrows. A formal 100% pre-construction survey will be required by Florida Fish and Wildlife Conservation Commission (FWC) within 90-days of any future construction or clearing activities to comply with FWC's Gopher Tortoise Permitting Guidelines. A relocation permit will need to be obtained from FWC to relocate any observed tortoises off site prior

to construction. Per the Environmental Narrative provided by Monarch (September 2025), no other listed species were observed on site.

Trees and Landscaping:

Tree Removal and Replacement will be reviewed with the Preliminary Site Plan (PSP) and FSP submissions, in accordance with LDC §700 and §701.

LANDSCAPE BUFFERS			
	Required	Provided	LDC Section
Roadway Buffer (Project has no frontage)	N/A		
Greenbelt buffer - North	15 feet	<u>0 feet</u>	Specific Approval requested
Greenbelt Buffer - East & South	15 feet	15 feet	LDC §402.7.D.5
To the west, natural vegetation (wetlands) utilized as screening.	N/A	N/A	

Landscaping will be reviewed with the PSP and FSP submissions, in accordance with LDC Section 701.

LOCATION OF PROPOSED DEVELOPMENT



This map is provided for general reference and is not warranted in any way. Errors from non-coincidence of features from different sources may exist. The Manatee County BOCC shall be held harmless for inappropriate or unintended uses of the information.

SECTION 4

COMPLIANCE WITH THE LAND DEVELOPMENT CODE

LDC SECTION 312.6 – NEIGHBORHOOD WORKSHOPS

LDC SECTION 321.3 – REVIEW CRITERIA

LDC SECTION 342.4 – REVIEW CRITERIA FOR ALL ZONING MAP AMENDMENTS

LDC SECTION 402.6 - GENERAL DESIGN REQUIREMENTS FOR ALL PLANNED DEVELOPMENT SITE PLANS

LDC SECTION 402.7.D - PLANNED DEVELOPMENT RESIDENTIAL

The following represents an analysis of how the application achieves compliance with applicable review standards of the Manatee County Comprehensive Plan and Land Development Code.

LDC SECTION 312.6 – NEIGHBORHOOD WORKSHOPS

Neighborhood Workshop Details*	
Required Documents	Requirement Met
Date and Time of Workshop	January 23, 2024
Workshop Format	Virtual
Workshop Requirement	Application pre-dated July 2025 Neighborhood workshop strongly encouraged during pre-application meeting (PLN2407-0086)
Citizen Attendees	1
Sign-In Sheet	Provided
Summary	Provided
Issues, Suggestions, and Concerns	Provided
Mail Notice	Provided
Workshop Signage	Not coordinated with Development Services

*For further details, please see attachments for the Neighborhood Workshop Summaries.

LDC SECTION 321.3 – REVIEW CRITERIA

In deciding whether to recommend approval, approval with modifications or denial of a proposed GDP, the approving authority shall consider whether the proposed plan is consistent with the Comprehensive Plan and this Code, including but not limited to the standards applicable to each PD district, contained in Chapter 4.

Analysis: See the analysis for consistency with the Comprehensive Plan in Section 5 of this staff report. See compliance with the applicable standards of the LDC in the analysis in this Section.

LDC SECTION 342.4 – REVIEW CRITERIA FOR ALL ZONING MAP AMENDMENTS

A. General Review Criteria. In deciding whether to recommend adoption of, or to adopt, a proposed amendment, the Department Director, Planning Commission, or the Board, as the case may be, shall consider whether the proposed amendment is consistent with this Code and the Comprehensive Plan. In determining such consistency, the following factors shall be addressed and considered:

1. Compatibility with the Existing Development Pattern and the Zoning of Nearby Properties.

Analysis: The proposed residential development can be found to be compatible with surrounding existing developments and zoning of nearby properties. The surrounding residential areas to the north, south, and west are comprised of single-family developments. The surrounding properties are zoned General Agriculture (A) and Planned Development Residential (PDR).

2. Changes in Land Use or Conditions Upon Which the Original Zoning Designation was Based.

Analysis: The subject property has historically been vacant and remains vacant; the site contains an onsite pond, vegetation, and two wetlands. The surrounding area has trended toward low density residential and agricultural lands.

3. Consistency with the Current Comprehensive Plan.

Analysis: The FLUC has been UF-3 since the adoption of the Manatee County Comprehensive Plan (1989). The proposed rezone may be considered consistent with the applicable policies of the Comprehensive Plan. Refer to Section 5 of this staff report for further analysis.

4. Conflicts with Existing or Planned Public Improvements.

Analysis: There are no anticipated conflicts between this proposed development and any existing or planned public improvements. The applicant will be required to enter into a written agreement to either construct the improvement or pay the proportionate share contribution for any improvements to public infrastructure due to the impact of any future development of the site.

5. Available of Public Facilities.

a. Impact on the Traffic Characteristics – Specifically Trip Generation Potential.

Analysis: The proposed development is not anticipated to create adverse transportation impacts on thoroughfare roadways analyzed in the Traffic Impact Statement. The affected links of Rye Road (2921) are projected to operate at an accepted level of service (LOS) relative to the minimum adopted LOS standard for Manatee County. A more detailed analysis from the applicant will be required by staff at the time of PSP and FSP.

b. Impact on Population Density or Development Intensity Demand for Schools, Sewers, Streets, Recreational Areas and Facilities and Other Public Facilities.

Analysis: The proposed residential development is not anticipated to have major impact on schools, sewers, streets, recreation areas and facilities, and other public facilities.

c. Impact on Public Facilities Planned and Funded to Support Any Change in Density or Intensity.

Analysis: The proposed development is not anticipated to have a major impact on public facilities. The applicant will be required to enter into a written agreement to either construct the improvement or pay the proportionate share contribution for any improvements to public infrastructure due to the impact of the proposed development of the site. At the time of the FSP submittal a detailed analysis of the required public facilities will be conducted.

6. Health, Safety or Welfare of the Neighborhood and County.

Analysis: Negative adverse impacts to the health, safety, or welfare of the surrounding neighborhood and Manatee County resulting from this proposed development are not anticipated.

7. Conformance with All Applicable Requirements of this Code.

Analysis: The proposed development shall be required to be designed in conformance with all applicable requirements of the LDC. Furthermore, the application may be considered consistent with the applicable policies of the Comprehensive Plan. See the analysis for compliance with the LDC throughout Section 4 of this staff report.

8. Consistency with the development patterns in the area and appropriateness for orderly development of the community. The cost of land or other economic consideration pertaining to the applicant shall not be a consideration in reviewing the request.

Analysis: The surrounding area has trended towards low and medium density residential development. The project site is surrounded by the A Zoning District to the south and east, and the PDR Zoning District to the north

and west. The proposed residential development appears to be consistent with how the area transitions to residential development.

9. Logical Expansion of Adjacent Zoning Districts.

Analysis: The proposed PDR Zoning District is a reasonable expansion of the adjacent PDR Zoning District to the east as well as a reasonable expansion of residential development.

10. Impact on Historic Resources.

Analysis: There are no known historic features within the subject project area. Any significant historical or archeological resources discovered during development activities shall be immediately reported to the Florida Department of State's Division of Historical Resources; treatment of such resources shall be determined in cooperation with the Division of Historical Resources and the County.

11. Environmental Impacts.

Analysis: Based on the Environmental Narrative prepared by Monarch Ecology Group, there are two wetlands on site. The applicant proposes 5.72 acres of open space, which exceeds the minimum Code requirement. Condition B.3 has been added which states that the proposed project density may be subject to a reduction at the time of FSP based on Southwest Florida Water Management District's (SWFWMD) Formal Determination of Wetlands and Other Surface Waters; this is in accordance with the Comprehensive Plan and Land Development Code. The Applicant is proposing to preserve 100% of the 3.54 acres of existing plant communities. For more details, see the Monarch Ecology Group Environmental Narrative attached hereto.

12. Types of Allowable Uses and Impact of those on Surrounding Residential Areas.

Analysis: The applicant proposes residential development in an area surrounded by low residential areas located to the north, south, and west of the subject site. Any residential uses proposed for the site shall be required to comply with all applicable standards of the LDC to provide adequate buffering, screening, and setbacks. Staff will review for compliance at the time of the PSP and FSP submittals.

13. Relocation of Mobile Homeowners.

Analysis: Not applicable for the proposed development. There are no mobile homes currently occupying the project area.

14. Consistency with the Planned Development District Standards.

Analysis: The proposed development may be considered consistent with the Planned Development Zoning District standards. See analysis of LDC §402.6 and §402.11.D below.

15. Any Other Matters Which May Be Appropriate.

Analysis: There are no other matters which would be appropriate to discuss at this time.

16. Transportation Impact Review

Analysis: The proposed development will have two access on Rye Road, an Urban Collector. The proposed development is not anticipated to create adverse transportation impacts on thoroughfare roadways analyzed in the Traffic Impact Statement. The affected links of Rye Road (2921) are projected to operate at an accepted level of service (LOS) relative to the minimum adopted LOS standard for Manatee County. A more detailed analysis from the applicant will be required by staff at the time of PSP and FSP.

LDC SECTION 402.6 - GENERAL DESIGN REQUIREMENTS FOR ALL PLANNED DEVELOPMENT SITE PLANS

A. Physical Characteristics of the Site; Relation to Surrounding Property.

Analysis: The subject property has historically been vacant and remains vacant; the site contains an onsite pond, vegetation, and two wetlands. The surrounding area has trended toward low density residential and agricultural lands. The proposed PDR Zoning District may be considered a reasonable expansion of the adjacent PDR Zoning District to the south and west as well as a reasonable expansion of residential development.

B. Relation to Public Utilities, Facilities and Services.

Analysis: The subject property is located near potable water and sewer facilities. Refer to the Utilities under Section 3 of this staff report. Additional review will be conducted by staff at the time of the PSP and FSP submittals.

C. Relation to Major Transportation Facilities.

Analysis: The proposed development will have two access on Rye Road, an Urban Collector. The proposed development is not anticipated to create adverse transportation impacts on thoroughfare roadways analyzed in the Traffic Impact Statement. The affected links of Rye Road (2921) are projected to operate at an accepted level of service (LOS) relative to the minimum adopted LOS standard for Manatee County. A more detailed analysis from the applicant will be required by staff at the time of PSP and FSP.

D. Compatibility.

Analysis: The proposed residential development may be considered compatible with surrounding existing developments and zoning of nearby properties. The surrounding residential areas to the north, south, and west are comprised of single-family developments. The surrounding properties are zoned General Agricultural (A) and Planned Development Residential (PDR). The surrounding subdivisions are comprised of Southern Oaks, Twin Rivers, Fallen Oak Acres, Rye Acres, and Rye Ranch. The proposed PDR Zoning District may be a logical expansion of residential development and is consistent with the current development pattern in this area.

E. Transitions.

Analysis: The surrounding area is comprised of low-density residential development. The proposed PDR Zoning District may be a logical expansion of residential development and is consistent with the current development pattern of the surrounding area.

F. Design Quality. (Section 402.7.D.1; Section 402.7.D.4; Section 402.7.5)

Analysis: The GDP does not provide staff with the specific design of the development. However, the GDP incorporates the following elements:

- One internal access on Public Road
- 15-foot greenbelt buffer along the south and east property boundary lines
- Two stormwater ponds to the south and northwest

G. Relationship to Adjacent Property.

Analysis: See discussion on Sections 342.4.A.1. (A Compatibility with the Existing Development Pattern and the Zoning of Nearby Properties), 342.4.A. (Consistency with the Development Patterns in the Area), 342.4.A.9. (Logical Expansion of Adjacent Zoning Districts), 402.6.D. (Compatibility), and 402.6.E. (Transition).

H. Access. (Section 402.7.D.6)

Analysis: The proposed development will have two access on Rye Road, an Urban Collector. The proposed development is not anticipated to create adverse transportation impacts on thoroughfare roadways analyzed in the Traffic Impact Statement. The affected links of Rye Road (2921) are projected to operate at an accepted level of service (LOS) relative to the minimum adopted LOS standard for Manatee County. A more detailed analysis from the applicant will be required by staff at the time of PSP and FSP.

I. Streets, Drives, Parking and Service Areas. (Section 402.7.D.3; 402.7.D.6)

Analysis: All access points, drive-aisles, and utilities within the project site will be required to be designed according to Manatee County standards. The required parking for any proposed development will be reviewed for compliance with Table 10-2 of the LDC at the time of the PSP / FSP submissions.

J. Pedestrian Systems.

Analysis: The GDP provided by the applicant does not show internal pedestrian systems. Per LDC §1001.6.B, a 5-foot-wide internal sidewalk system shall be required for the development at the time of the PSP and FSP submission.

K. Natural and Historic Features, Conservation and Preservation Areas.

Analysis: There are no known historic features within the subject project area. Any significant historical or archeological resources discovered during development activities shall be immediately reported to the Florida Department of State's Division of Historical Resources; treatment of such resources shall be determined in cooperation with the Division of Historical Resources and the County.

L. Density/Intensity.

Analysis: The Applicant in its application is proposing 24 single-family detached dwelling units located on the

10.37-acre site. The maximum potential density of the project location within the UF-3 FLUC is 3 DU/GA or up to 31 dwelling units. The proposed development of 24 single-family detached dwelling units equates to 2.4 DU/GA, which is less than the maximum permitted density within the UF-3 Future Land Use Category.

M. Height. (Section 402.7.D.9)

Analysis: The proposed maximum height is 2-stories or 35 feet and is subject to Section 401.5 Building Height Compatibility.

N. Fences and Screening.

Analysis: A 15-foot greenbelt buffer is proposed along the south and east property boundaries. The Applicant has requested a Specific Approval for the removal of the entire greenbelt buffer to the north of the site. Staff is not in support of this request for Specific Approval for the removal of the entire greenbelt buffer to the north of the site. The proposed residential development shall provide fencing and screening as required by the LDC. Staff will review for compliance at the time of the PSP / FSP submittals.

O. Yards and Setbacks. (Section 402.7.D.7)

Analysis: Section 3 of this staff report, Site Design Details, provides the setbacks for the proposed development.

P. Trash and Utility Plant Screens.

Analysis: The GDP does not show the level of standard detail for the location of trash and utility plant screenings. This will be reviewed in detail at time of the PSP/FSP and will be consistent with county regulations.

Q. Signs.

Analysis: No signs are shown in the GDP. All signs will be determined at the time of the PSP / FSP submissions and will comply with the requirements of Chapter 6 of the LDC.

R. Landscaping (Section 402.7.D.2; 402.7.D.5)

Analysis: Detailed landscaping plans will be provided with the PSP / FSP submissions. All landscaping will meet or exceed the standards in LDC §701.

S. Special Guidelines for Review of Projects with Mixed Used Plan Designations and Projects at Designated Entranceways.

Analysis: Not applicable as this development does not propose mixed-use plan designation nor is it located within an entranceway.

T. Environmental Factors.

- *Water Conservation.*

Analysis: There are no anticipated impacts to the conservation of water resources. See the Environmental Narrative provided by Monarch Ecology Group (September 2025) as well as the Environmental Information in Section 3 of this staff report for analysis by the Environmental Planning Section staff.

- *Minimum Open Space Requirements.* (Section 402.7.D.2, 403.8.D.8)

Analysis: The minimum open space required for PDR developments is 25%. The applicant is proposing 55% (5.72 acres) of open space, fulfilling the minimum requirement. See Environmental Information and Open Space in Section 3 above this staff report.

- *Preservation of Existing Plant Communities.*

Analysis: The existing site has historically been vacant and remains vacant; it includes an onsite pond, vegetation, and two wetlands. The site contains 2.655 acres of existing plant communities. Majority of the subject site is classified as Improved Pastures (5.64 acres) with Exotic hardwood Forest (0.37 acres) and Hardwood Conifer Mixed Habitat (0.71 acres).

U. Rights-of-Way and Utility Standards.

Analysis: All ROW and utility improvements shall adhere to the requirements of the Manatee County's Public Works Standard Manual for all public and private ROW construction.

V. Stormwater Management.

Analysis: The GDP provided by the applicant is not required to show the location of nor the calculation for stormwater facilities. Compliance with LDC §801 and the Manatee County Public Works Standards, Part 2 Stormwater Management Design Manual will be reviewed at the time of the PSP/FSP submittal.

W. Consistency with Comprehensive Plan.

Analysis: The project may be considered consistent with the Comprehensive Plan, as discussed in Section "Compliance with the Comprehensive Plan".

X. Other Factors.

Analysis: The Applicant is requesting one Specific Approval (LDC §402.7.D.5). Please see Section 7 of this Staff Report. However, staff is not in support of this request for this Specific Approval for the removal of the entire greenbelt buffer to the north of the site.

LDC SECTION 402.7 - PLANNED DEVELOPMENT RESIDENTIAL STANDARDS

1. Site Planning.

Analysis: Refer to Section 4 (LDC §402.6.F) of this Staff Report.

2. Landscaped Open Space and Pervious Area Requirements.

Analysis: Section 4 (LDC §402.6.R and LDC §402.6.T.3) of this staff report provides the landscaped open space and pervious area requirements for the proposed development.

3. Frontage and Accessibility.

Analysis: Section 4 (LDC §402.6.I) of this staff report provides the frontage and accessibility for the proposed development.

4. Neighborhoods.

Analysis: Section 4 (LDC §402.6.F) of this staff report provides the neighborhood requirements for the proposed development.

5. Greenbelts.

Analysis: Section 4 (LDC §402.6.F and LDC §402.6.R) of this staff report provides the greenbelt requirements for the proposed development.

6. Traffic Circulation.

Analysis: Section 4 (LDC §402.6.H and LDC §402.6.I) of this staff report provides the traffic circulation requirements for the proposed development.

7. Yards and Setbacks.

Analysis: Section 4 (LDC §402.6.O) of this staff report provides the yards and setback requirements for the proposed development.

8. Minimum Lot Width.

Analysis: Section 3 (Site Design Details) of this staff report provides the minimum lot width requirements for the proposed development.

9. Building Height.

Analysis: Section 4 (LDC §402.6.M) of this staff report provides the building height requirements for the proposed development.

SECTION 5

COMPLIANCE WITH COMPREHENSIVE PLAN

The site is in the Urban Fringe – 3 (UF-3) FLUC. This project was specifically reviewed for compliance with the following objectives and policies:

Policy 2.1.1.4. Promote development in currently undeveloped areas which have the greatest level of public facility availability and investment.

Analysis: The subject property is located near public facilities and services. See Utilities under Section 3 of this staff report. The applicant will be required to pay the proportionate share for any improvements to public infrastructure due to the impact of the proposed development of the site.

Policy 2.1.2.2. Limit urban sprawl by prohibiting all future development in the area east of the established FDAB.

Analysis: The proposed development is consistent with this Policy as the subject property is located west of the Future Development Area Boundary (FDAB).

Policy 2.1.2.3. Permit the consideration of new residential and nonresidential development with characteristics compatible with existing development, in areas which are internal to, or are contiguous expansions of existing development, and compatible with future areas of development.

Analysis: The proposed development is a contiguous expansion of existing surrounding residential uses.

Policy 2.1.2.4. Limit urban sprawl through consideration of new and redevelopment when deemed compatible with existing and future development, in areas which are internal to, or are contiguous expansions of the built environment.

Analysis: As previously stated in Policy 2.1.2.3., the proposed development is a contiguous expansion of existing residential uses and may be considered compatible with the surrounding single-family residential developments.

Policy 2.1.2.7. Review all proposed development for compatibility and appropriate timing of development. This analysis shall include the following:

- Consideration of existing development patterns;
- Types of land uses;
- Transition between land uses;
- Density and intensity of land uses;
- Natural features;
- Approved development in the area;
- Availability of adequate roadways;
- Adequate centralized water and sewer facilities;
- Other necessary infrastructure and services;
- Limiting urban sprawl;
- Applicable specific area plans;
- (See also policies under Objectives 2.6.1—2.6.3).

Analysis: The subject project area consists of one parcel surrounded by residential uses to the north, east, and south. The proposed development may be viewed as consistent with the development pattern of the area, is similar in land use, and has adequate roadways, public facilities, and other necessary infrastructure/services. The timing of the proposed development may be appropriate as the property is no longer being used for agricultural purposes. As previously stated, the surrounding area uses are single-family residential and this site may be appropriate for residential infill development.

Policy 2.2.1.11. UF-3: Establish the Urban Fringe-3 Future Land Use Category as follows:

Policy 2.2.1.11.1. Intent: To identify, textually, in the Comprehensive Plan's goals, objectives, and policies, or graphically on the Future Land Use Map, areas limited to the urban fringe within which future low density residential and support uses are projected to develop following a logical expansion of the urban environment growing from west to east, consistent with the availability of services. The nature, extent, location of development, and availability of services shall be reviewed to ensure the development of these lands is

conducted consistent with the intent of this policy. The UF-3 land use category includes areas of low density urban residential development, generally developed through an integrated master plan approach. The UF-3 category also provides for a complement of residential support uses normally utilized during the daily activities of residents of these low-density environments, and in limited circumstances nonresidential uses of a community serving nature to allow for a variety of uses within these areas which serve more than the day-to-day needs of the community. (See further policies under Policy 2.2.1.11.4)

Policy 2.2.1.11.2. Range of Potential Uses (see Policies 2.1.2.3—2.1.2.7, 2.2.1.5): Low density residential and medium-density clustered residential uses, short-term agriculture, neighborhood and community-serving commercial and office uses, and public/semi-public uses, recreation and schools. See Objectives 4.2.1 and 2.10.4.

Analysis: Low and medium density residential uses are permitted within the UF-3 range of potential uses.

Policy 2.2.1.11.3. Range of Potential Density/Intensity:

Maximum gross residential density:

Three (3) dwelling units per acre.

Nine (9) dwelling units per acre at activity nodes (see Policy 2.2.1.11.4).

Nine (9) dwelling units per acre for residential projects that designate a minimum of twenty-five (25) percent of the total dwelling units as "Affordable Housing."

Properties within the CEA and CHHA are not eligible for the additional density offered for activity nodes and affordable housing.

Maximum net residential density:

Nine (9) dwelling units per acre.

Twelve (12) dwelling units per acre for mixed-use developments at activity nodes (see Policy 2.2.1.11.4).

12 dwelling units per acre for residential projects that designate a minimum of twenty-five (25) percent of the total dwelling units as "Affordable Housing."

Clustered developments in the WO or CHHA Overlay Districts may exceed the maximum net density pursuant to Policies 2.3.1.5 and 4.3.1.5.

Maximum floor area ratio:

0.35.

0.5 at activity nodes (see Policy 2.2.1.11.4).

Maximum Square Footage for Neighborhood Commercial Uses:

Medium (One hundred fifty thousand (150,000) s.f.), subject to the Commercial Locational Criteria (see Policy 2.2.1.13.4).

Large (300,000 sf), subject to the Commercial Locational Criteria (see Policy 2.2.1.11.4).

Analysis: The proposed development consists of 24 single-family detached dwelling units located on the 10.37-acre site. The Applicant is proposing a maximum density of 2.4 DU/GA which can be found consistent with the maximum permitted density within the UF-3 FLUC.

Policy 2.2.1.11.4. Other Information:

(a) Schools in the UF-3 future land use category may only be permitted in areas where residential development has created demand or is projected to create demand within a reasonable planning timeframe.

(b) In order to serve more than day to day needs within the UF-3 suburban environment, activity nodes with neighborhood and community-serving commercial uses may be permitted if consistent with the Commercial Locational Criteria (see Objective 2.10.4 and Land Use Operative Provisions chapter). Residential uses may also be permitted at nodes, but the higher densities noted in Table 2-1 and Policy 2.2.1.11.3 are only allowed in conjunction with a mixed-use development that includes a commercial component.

(c) Professional office uses within this category are exempt from compliance with any locational criteria specified under Policies 2.10.4.1 and 2.10.4.2 and detailed in the Land Use Operative Provisions provided such office is located on a roadway classified as a minor or principal arterial (not including interstates) and it meets all other commercial development standards and the goals, objectives, and policies in this Comprehensive Plan.

Analysis: Not applicable. The proposed development is not proposing non-residential uses.

SECTION 6
POSITIVE ASPECTS
• The UF-3 FLUC encourages low density and medium density clustered residential uses as proposed with this application. (Planning) • The proposed residential development is surrounded by existing residential developments to the north and south. (Planning) • The subject property is west of the FDAB. (Planning) • There are no wetland impacts proposed with this project. (Environmental) • This project is a low trip generator. (Transportation)
NEGATIVE ASPECTS
• A GDP does not provide sufficient detail to analyze site design and the location of specific residential uses. (Planning) • There is one Specific Approval request to remove a greenbelt buffer required by the LDC. (Environmental) • There were 18 Gopher Tortoise Burrows identified during the Preliminary Listed Species Survey. (Environmental) • There are no bicycle lanes and no bus routes in the vicinity of the project. Therefore, multimodal transportation is not being encouraged. The project will increase auto-dependency. (Transportation)
MITIGATING FACTORS
• No mitigation is proposed for the specific approval request for the removal of the greenbelt buffer. (Environmental) • Gopher Tortoise Relocation Permit required with Florida Fish and Wildlife Conservation Commission (FWC) (Environmental) • No mitigation measures are proposed. Due to the absence of bicycle lanes and transit service in the project vicinity, multimodal transportation opportunities are limited, and the project is anticipated to increase auto dependency. (Transportation)

SECTION 7
SPECIFIC APPROVAL REQUEST
Specific Approval Request 1: LDC §402.7.D.5. requires a minimum greenbelt buffer of 15 feet where two PDR Zoning Districts abut one another. The Applicant is requesting approval for the alternative to the LDC Section 402.7.D.5. Greenbelts allowing the existing 20-foot greenbelt buffer to remain rather than LDC required 15-foot greenbelt buffer adjacent to Cheyenne Phase I greenbelt buffer separating the two parcels to remain as a sufficient buffer between single-family residential uses. Staff Analysis: Staff does not support the request for the alternative design to LDC §402.7.D.5. as the alternative design does not adhere to the intention for the requirement of the greenbelt buffer. A greenbelt buffer provides separation where two separate PDR Zoning Districts come together. According to LDC §402.7.D.5 – Greenbelts, “in order to promote and enhance the creation of unique neighborhood units, each distinct neighborhood shall be bordered by a continuous

greenbelt buffer measuring 15 feet in width and containing one shade tree, meeting minimum planting size standards in Section 701, planted every 30 feet on center. Streets and utilities providing inter-neighborhood ties may be permitted to pass through greenbelt buffer areas.”

Finding for Specific Approval:

Notwithstanding the failure of this plan to comply with the requirements of LDC Section 402.7.D.5., Staff find the purpose of the LDC regulation is not satisfied to an equivalent degree by the proposed greenbelt buffer requirements.

SECTION 8

CONDITIONS OF APPROVAL

A. DESIGN AND LAND USE

1. All other applicable local, state, and/or federal permits shall be obtained prior to commencement of construction.
2. The site plan submitted with this application shall be part of the approval.
3. A 2-foot separation from the internal edge of the sidewalk to the property line shall be provided for all proposed front-loaded garage units to ensure a 25-foot separation from the sidewalk to the garage.
4. Any new or temporary use or uses proposed at this property, other than those approved with this application, shall be required to apply for a new general development permit through Development Services-Planning & Zoning, as required by the Land Development Code.
6. Any significant or archeological resources discovered during development activities shall be immediately reported to the Florida Department of State's Division of Historical Resources. Treatment of such resources shall be determined in cooperation with the Division of Historical Resources and the County. The final determination of significance shall be made in conjunction with the Florida Department of State's Division of Historical Resources and the County.
The appropriate treatment of such resources (potentially including exaction of the site in accordance with the guidelines established by the Florida Department of State's Division of Historical Resources) must be completed before resource disturbing activities are allowed to continue. If human remains are encountered, the provisions contained in Chapter 872, Florida Statutes (Offenses Concerning Dead Bodies and Graves) shall be followed.
7. Final Site Plan review and approval is required for recreational area(s) and any proposed amenities. Any structures and/or uses shall comply with the Land Development Code requirements for parking, screening buffer (recreational use to single family), structure height, signage, etc. Recreation area structure(s) shall have a minimum setback of 20 feet from property lines.

B. ENVIRONMENTAL

1. All other applicable state or federal permits shall be obtained prior to commencement of development.
2. There are no impacts to jurisdictional wetlands or wetland buffers being approved by the adoption of this Ordinance.
3. The landward extent of wetlands shall be determined in accordance with Chapter 62-340 of the Florida Administrative Code. If the Southwest Florida Water Management District's (SWFWMD) Formal Determination of Wetlands and Other Surface Waters identifies a greater wetland acreage than indicated in the General Development Plan, the project's maximum density may be subject to a reduction at time of Final Site Plan submittal in accordance with the Comprehensive Plan and Land Development Code. The project's maximum density shall be contingent upon SWFWMD's Formal Determination of Wetlands

and Other Surface Waters for the site.

4. No lots shall be platted through post-development wetlands, wetland buffers, or upland preservation areas.
5. Pursuant to the September 2025 Environmental Narrative prepared by Monarch, 90 days prior to commencement of development, a 100% survey of suitable habitat for gopher tortoises shall be conducted as recommended. If evidence of gopher tortoises is found, a Florida Fish and Wildlife Conservation Commission (FWC) permit will be obtained for relocation and/or management of tortoises.
6. A Construction Water Quality Monitoring Program and proposed sampling locations are required to be included in the ESCP information on the Final Site Plan in accordance with Section 353.3 of the Land Development Code.
7. If wells are encountered, a Well Management Plan for the proper protection and abandonment of existing wells shall be submitted to the Environmental Performance Standard (EPS) for review and approval prior to recommencing construction activities. The Well Management Plan shall include the following information:
 - Digital photographs of the well along with nearby reference structure (if existing);
 - GPS coordinates (Latitude/longitude) of the well;
 - The methodology used to secure the well during construction (e.g. fence, tape); and
 - The final disposition of the well - used, capped, or plugged.
8. Irrigation for landscaping shall use the lowest water quality source available, which shall be identified on the Final Site Plan. Use of Manatee County public potable water supply shall be prohibited.

C. TRAFFIC ENGINEERING

1. At the time of final site plan submittal access spacing and design shall meet the requirements of the Manatee County Public Works Standards Part 3, Highway and Traffic Standards (Board of County Commissioners Adopted 2022) Section 3.7 Access and Driveways.

D. DEVELOPMENT REVIEW

1. Connection to the County water and wastewater systems is required pursuant to the Manatee County Comprehensive Plan. The cost of connection, including the design, permitting, and construction of off-site extensions of lines, shall be the responsibility of the Applicant. Such off-site extension shall be designed and constructed in accordance with the applicable County Master Plan. The connection shall be designed, engineered, and permitted by the Applicant consistent with Manatee County Public Works Standards and approved by County Engineer through the construction plans review process for the project.

ATTACHMENTS

1. Staff Report Maps and Aerials
2. General Development Plan
3. Accepted Traffic Impact Statement
4. Concurrency Deferral Form
5. Environmental Narrative -2025-09-24
6. School Report
7. Specific Approval Request Letter
8. Zoning Disclosure Affidavit
9. Neighborhood Workshop Summary
10. Affidavit of Publishing
11. Ordinance PDR-25-20(Z)(G)
12. Public Comment

**ALTERNATIVE TRANSPORTATION SYSTEM (ATS) FEE CREDIT AGREEMENT
FOR MULHOLLAND ROAD IMPROVEMENTS AND RYE ROAD ROW**

Yort 2351

*Yort, LLC
2351 Rye Road, LLC
Manatee County*

THIS ATS FEE CREDIT AGREEMENT FOR MULHOLLAND ROAD IMPROVEMENTS AND RYE ROAD ROW (the “**Agreement**”), is made and entered into as of the _____ day of _____, 2026 (the “**Effective Date**”), 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**”), **YORT, LLC**, a Florida limited liability company, its successors or assigns, whose address is 2500 118th Avenue North St. Petersburg, FL 33716 (“**Owner-1**”), and **2351 RYE ROAD, LLC**, a Florida limited liability company, its successors or assigns, whose address is 36 Winston Drive Belleair, FL 33756 (“**Owner-2**”). Owner-1 and Owner-2 are collectively referred to herein as the “**Developer**” and, together with the County, the “**Parties.**”

RECITALS

A. The Developer is the owner and developer of that certain real property located in Manatee County, Florida, more particularly described in **Exhibit “A”** (the “**Property**”), which has zoning approval from the County pursuant to the authorizations set forth in Manatee County Zoning Ordinance PDR-24-48(Z)(P), (the “**Zoning Ordinance**”) approving a Preliminary Site Plan (“**PSP**”) for a development referred to as “Yort 2351” (the “**Project**”); and

B. As part of the Project, Developer is constructing a portion of Mulholland Road as needed for access, as identified as Mulholland Phase 1 on **Exhibit “B”** attached hereto and incorporated herein by reference, which shall include the intersection

Yort, LLC; 2351 Rye Road, LLC / Manatee County
ATS Fee Credit Agreement
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improvements at Rye Road North and the internal Project access (“**Mulholland Phase 1**”). As Mulholland Phase 1 is needed for access to serve the Project, it shall be constructed at the cost of Developer and is not eligible for credit against the County’s Alternative Transportation System Fee (“**ATS Fee**”); and

C. County and Developer mutually agree for Developer to construct of the remaining segment of Mulholland Road from Mulholland Phase 1 to the current Mulholland terminus in the Twin Rivers development west of the Project, as identified as Mulholland Phase 2 on **Exhibit “B”** (“**Mulholland Phase 2**”). County and Developer desire to establish the terms for the construction of Mulholland Phase 2 and the granting of ATS Fee Credit (“**ATS Fee Credit**”) therefor. Mulholland Phase 1 and Mulholland Phase 2 shall be collectively referred to herein as the “**Mulholland Improvements**”; and

D. County desires to extend a potable water distribution main within the Mulholland Phase 2 corridor to improve system reliability, and the Parties acknowledge that such utility work will be addressed under a separate potable water extension/oversizing reimbursement agreement with County and is not part of this Agreement; and

E. Rye Road North is planned in the Manatee County Comprehensive Plan as a four-lane divided thoroughfare roadway with one hundred twenty (120) feet of right of way. Developer desires to assist County in the future expansion of Rye Road North (from Upper Manatee River Road to CR 675) as a four-lane divided thoroughfare roadway. Accordingly, as part of the Project, Developer has reserved 30 feet of ROW along the eastern boundary of the Project for the future expansion of Rye Road North, as generally depicted on **Exhibit “C”** attached hereto and incorporated herein by reference (the “**Rye Road ROW**”). County and Developer desire to establish the terms for County acquisition of the Rye Road ROW; and

F. In order to help advance the construction of the Rye Road North widening to a four-lane divided thoroughfare roadway, or, alternatively, to advance intersection improvements within the vicinity of the Project to increase roadway capacity on Rye Road

North, Developer has agreed to prepay a portion of the anticipated ATS Fees for the Project in exchange for ATS Fee Credit, subject to the terms of this Agreement; and

G. The Developer desires to complete Mulholland Phase 2, dedicate the Rye Road ROW and Rye Road Pond easements, construct the Rye Road Pond, and prepay ATS Fees in connection with the Project, and, in accordance with Section 163.31801(5)(a), Florida Statutes, Section 1106 of the County's Land Development Code (LDC), and the Impact Fee Administrative Procedures Manual, the Developer is eligible to receive ATS Fee Credits for such improvements, dedications, and prepayment. The Parties therefore desire to enter into this Agreement to establish the terms under which the County will grant ATS Fee Credits for these actions.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated by reference as if fully set forth herein.

2. Representatives.

2.1. The County hereby designates the Deputy Director of Engineering Services, Public Works Department, as its representative (the "**County Representative**") to act as a liaison with the Developer to facilitate the performance of this Agreement.

2.2. The County Representative is hereby authorized on behalf of the County to approve minor deviations from the Scope of Services, as provided hereunder, however no substantial deviations from the Scope of Services shall be incorporated into Mulholland Phase 2 without the prior written consent of the County's Board of County Commissioners (the "**Board**"). In the event a dispute arises as to whether there a substantial deviation has occurred, the Developer may, subject to the provisions regarding written notice to the County herein, suspend work for a period of thirty (30) days during which the County and

the Developer shall attempt to resolve the dispute. If the County and the Developer fail to resolve such dispute at the end of such thirty-day period, this Agreement shall terminate.

2.3. The Developer hereby designates Bruce Danielson as its representative (the “**Developer Representative**”) to act as a liaison with the County to facilitate the performance of this Agreement.

3. Developer Obligations – Mulholland Road Phase 2.

3.1. The Developer shall design, permit, and construct Mulholland Improvements in accordance with the following:

3.1.1. Within ninety (90) days of the Effective Date, Developer shall commence design and permitting for Mulholland Improvements. Developer shall complete all design and permitting within one (1) year of the Effective Date; and

3.1.2. The Developer shall commence construction of Mulholland Improvements within one (1) year of design and permitting approvals in accordance with the provisions of this Agreement and its Exhibits (collectively, the “Scope of Services”) and shall achieve substantial completion within eighteen (18) months on commencement or before the issuance of the 250th Certificate of Occupancy, whichever occurs first.

3.1.3. For purposes of this section, “Substantial Completion” shall mean the stage at which the improvements are sufficiently complete and usable for their intended purpose, subject only to minor punch-list items that do not materially impair functionality or safety.

3.1.4. The Developer’s obligations under this Section are subject to receipt of the Project Permits. However, neither party shall be responsible for any delay or failure in performance under this Agreement to the extent that such delay or failure is caused by a Force Majeure Event described herein.

3.1.5. The foregoing deadlines are subject to reasonable extensions for events beyond the control of Developer, including but not limited to Southwest Florida Water Management District and/or Army Corps of Engineers permitting approval timing for the Mulholland Improvements. Provided Developer diligently pursues such permits, failure to meet the target date shall not be a breach of this Agreement.

3.1.6. Developer may provide its services through contractors or subcontractors, provided that the Developer shall: (i) be solely responsible for payment to such contractors or subcontractors; (ii) have the sole right to terminate such contractors or subcontractors; and (iii) indemnify and hold the County harmless for any claims by contractors or subcontractors for payment for work performed for which the Developer has received payment from the County. The Developer shall, by appropriate agreement with each contractor, require each contractor to make payments to subcontractors in a similar manner.

3.1.7. Developer shall prepare a plan set for Mulholland Improvements and shall provide all services necessary to complete such design, including preparation of construction drawings and technical specifications. The Developer's Engineer of Record shall sign, seal, and date the design calculations, technical specifications, and construction drawings, and shall review and approve all shop drawings associated with Mulholland Improvements. All drawings shall comply with the applicable requirements of Florida law governing the design of Mulholland Improvements .

3.1.8. Developer shall obtain all permits and authorizations from all governmental agencies exercising jurisdiction as may be necessary to construct the Mulholland Improvements in accordance with this Agreement and its Exhibits (the **"Project Permits"**). The final construction drawings and specifications approved in connection with the Project Permits, together with all other construction requirements reflected therein, shall be known and referred to as the "Final Scope" for

purposes of this Agreement. The Final Scope shall not be modified without the prior written consent of the Parties.

3.1.9. Developer shall engage in a competitive, sealed bid process to determine its primary construction contractor for Mulholland Phase 2 (with award to the lowest, responsive, responsible bidder), where the number of qualified bids is at least three (3), and a letter of bid rejection by a contractor constitutes a qualified bid.

3.1.10. During construction, the Developer shall prepare and maintain complete and adequate books of account and records as to the costs of Mulholland Phase 2, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and promptly supply to the County detailed documentation of such costs as they are incurred, including, but not limited to pay requests, wire transfer receipts, canceled checks or other documentation reasonably necessary to identify the costs of Mulholland Phase 2.

3.1.11. Upon completion of all design, engineering, permitting, installation, and construction of the Mulholland Improvements, the Developer shall ensure that the Engineer of Record examines and reviews the improvements and, if the improvements were properly designed, engineered, permitted, installed, and constructed, certify same, provide successful testing results in accordance with Manatee County standards, and submit record drawings to the County. After the County's review and approval of the record drawings, the County Representative shall prepare and provide to the Developer the certificate of completion ("**Acceptance of Construction**"). The Acceptance of Construction shall not be unreasonably withheld.

3.1.12. Any reference to the construction of the Mulholland Improvements herein shall include the construction of stormwater ponds required by such

roadway improvement, as well as the dedication to the County of the necessary drainage easements to connect to the ponds and the necessary public flowage and retention easement over any stormwater pond constructed with the roadway. The legal instrument granting such easement shall be in a form generally used in the past by the County, and shall include the right of Developer to relocate or expand any stormwater ponds and related easements at its sole expense provided its function is maintained. The stormwater ponds and conveyance systems required by the Mulholland Improvements within the Project Site shall be sized in order to serve the roadway upon build-out.

4. Developer Obligations – Rye Road North

4.1. Rye Road Right of Way and Stormwater Pond

4.1.1. Developer shall reserve and dedicate to the County the Rye Road ROW (approximately 2.41+/- acres), generally depicted on **Exhibit “C,”** for the future expansion of Rye Road North. Such right of way shall be dedicated within ninety (90) days from written request of County for dedication, and all impact fee credits for the Rye Road ROW shall only be granted following dedication to the County.

4.1.2. The County has indicated that an additional stormwater pond (approximately 0.47+/- acres) may be necessary to serve the future expansion of Rye Road North adjacent to the Project, to be located generally as depicted on **Exhibit “C”** (the **“Rye Road Pond”**). Accordingly, the Developer has agreed to construct the Rye Road Pond concurrent with the development of the Project. The legal instrument granting the necessary drainage easements to connect to the Rye Road Pond and the necessary public flowage and retention easement for the Rye Road Pond shall be in a form generally used in the past by the County, and shall include the right of Developer to relocate or expand the stormwater pond at its sole expense provided its function is maintained. The stormwater ponds and conveyance

systems required by the future Rye Road North expansion shall be sized in order to serve the roadways upon build-out of the roadway.

4.2. Rye Road North ATS Fee Prepayment.

4.2.1. In order to assist County with the planned improvements of pre-existing deficiencies of Rye Road North, which are not attributable to the Project, Developer desires to prepay ATS Fees concurrent with the commencement of improvements to Rye Road North. Accordingly, upon approval of the permits necessary for the widening of Rye Road North to four lanes, or the approval of permits for intersection improvements of Rye Road North that are anticipated to increase capacity of the roadway and notice from the County to Developer thereof, the Developer shall, within 60 days of such notice, remit to the County the ATS Fee Prepayment. The "ATS Fee Prepayment" shall equal (i) the remaining reasonably calculated ATS Fees anticipated for the Project at the time of County request, or (ii) **Two Million Dollars and Zero Cents (\$2,000,000.00)**, whichever is less.

4.2.2. Once paid, the ATS Fee Prepayment shall be non-refundable, and Developer shall have no claim for reimbursement if Developer does not proceed with the Project. Developer may, however, use or transfer ATS Fee Credits consistent with Section 1106 of the LDC.

5. **Award of ATS Fee Credits**

5.1. Mulholland Phase 2 Improvements.

5.1.1. For purposes of this Agreement, "**Mulholland Phase 2 Improvements Costs**" shall mean the actual costs incurred by developer for the design, engineering, permitting, administration, and construction of Mulholland Phase 2, all more particularly described in **Exhibit "D"** ("**Cost Estimate**"). The Parties shall work together to reduce the overall cost of Mulholland Phase 2, in a manner consistent with the Project Permits and the Final Scope.

5.1.2. The County shall award ATS Fee Credits to the Developer for one hundred percent (100%) of Mulholland Phase 2 Improvements Costs in an amount estimated to be **Three Million Forty-Nine Thousand Two Hundred Forty-Two Dollars and Zero Cents (\$3,049,242.00)** which is the total estimated cost. Although the initial cost estimate for Mulholland Phase 2 is attached as **Exhibit “D”**, the credit amount shall be adjusted as necessary to equal one hundred percent (100%) of the actual improvement costs of Mulholland Phase 2.

5.1.3. Upon Acceptance of Construction of Mulholland Phase 2, and submission by the Developer of an application for ATS Fee Credit, the County’s Impact Fee Administrator, upon approval of the application shall award ATS Fee Credits to the Developer, pursuant to Section 1106.3 of the LDC.

5.2. Rye Road ROW

5.2.1. For purposes of this Agreement, the Parties agree that fair market value of the Rye Road ROW to be the lesser per acre value of (i) a valid appraisal reviewed and approved by the County, or (ii) one hundred thousand dollars and zero cents (\$100,000.00) per acre. The actual credit amount shall be adjusted as needed based on final ROW acreage conveyed to the County.

5.2.2. Subject to and in accordance with the terms and conditions of this Agreement, the Developer agrees to convey the Rye Road ROW to the County by delivering a fully executed warranty deed, in a form acceptable to the County, along with all other documentation necessary to place the conveyance instrument in recordable form (the “**Warranty Deed**”).

5.2.3. The County Administrator or its designee is hereby authorized to take necessary steps in the furtherance of the conveyance of the Rye Road ROW on behalf of the County, including but not limited to:

- Execute any documents required by the County to close the transaction consistent with this Agreement; and
- Act as the agent for the County at closing; and
- Accept the recorded Warranty Deed.

5.2.4. Upon acceptance of the Warranty Deed, submission by the Developer of an application for ATS Fee Credit, the County's Impact Fee Administrator, upon approval of the application, shall award ATS Fee Credits to the Developer, the calculated Rye Road ROW Credit Amount pursuant to Section 1106.3 of the LDC.

5.3. Rye Road Pond

5.3.1. County shall award ATS Fee Credits to Developer for construction of the Rye Road Pond and the dedication of any permanent, drainage, retention, and flowage easements needed, calculated as the Rye Road Pond acreage multiplied by the fair market value of the improved pond, which is agreed by the Parties to be **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)** per acre for the easement and construction costs.

5.3.2. Subject to and in accordance with the terms and conditions of this Agreement, the Developer agrees to convey the Rye Road Pond easements to the County by delivering a fully executed all easement instrument(s), in a form acceptable to the County, along with all other documentation necessary to place the conveyance instrument in recordable form (the "**Easements**").

5.3.3. The County Administrator or its designee is hereby authorized to take necessary steps in the furtherance of the conveyance of the Easements on behalf of the County, including but not limited to:

- Execute any documents required by the County to close the transaction consistent with this Agreement; and
- Act as the agent for the County at closing; and
- Accept the recorded Easements.

5.3.4. Upon acceptance of the Rye Road Pond construction and conveyance of the Easements, submission by the Developer of an application for ATS Fee Credit, the County's Impact Fee Administrator, upon approval of the application, shall award ATS Fee Credits to the Developer, currently estimated at **Ninety-Four Thousand Dollars and Zero Cents (\$94,000.00)**, (0.47 acres * \$200,000.00). The actual credit amount shall be adjusted as needed based on final Rye Road Pond easement acreage calculation (the "**Rye Road Pond Credit Amount**").

5.4. Rye Road ATS Fee Prepayment.

5.4.1. Upon delivery and deposit of the ATS Fee Prepayment to County, submission by the Developer of an application for ATS Fee Credit, the County's Impact Fee Administrator, upon approval of the application, shall award ATS Fee Credits to Developer in an amount equal to the ATS Fee Prepayment, as defined and set forth in Section 4.2 of this Agreement.

5.5. Developer shall be eligible to use the ATS Fee Credits granted pursuant to this Agreement in the form of a refund from the County in accordance with Section 1106.2 of the LDC, specifically including but not limited to the use of such ATS Fee Credits in the form of a refund of ATS Fees paid for the Project.

6. Miscellaneous.

6.1. No General Obligation. The obligations of the County set forth herein 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, or to result in a pledge of or lien upon any revenues 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.

6.2. County Remedies. Should the Developer fail to promptly complete construction of the Mulholland Improvements described in this Agreement within the time periods provided herein (if any), or any time extension approved in writing by the County, then the County shall have the right, but not the obligation, to complete such improvements following proper notice to the Developer. In such event, Developer shall promptly deliver to County copies of, and assign to County where applicable, all plans, permits, and documents related to the Mulholland Improvements.

6.3. Indemnity. The Developer shall indemnify, defend, keep, save and hold harmless the County, its officers, agents, officials and employees, from and against all suits, actions, claims, demands, costs, penalties, fines, judgments or liability, including, but not limited to, attorneys' fees and other expenses incurred in connection with this Agreement, to the extent arising out of, because of, or due to any injury or damage to persons or property caused by any negligent, reckless, or wrongful act, occurrence or omission of the Developer, its consultants, contractors, officers, agents or employees, in the performance of this Agreement. This indemnity shall remain enforceable after termination of this Agreement and shall continue until such time as any and all claims arising under this Agreement have been finally settled, regardless of when such claims are made. Neither the Developer, nor its consultants, contractors, nor any of their officers, agents or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the actions and/or negligence of the County, its officers, agents or employees.

6.4. Anti-Human Trafficking. The Developer shall provide the County with a sworn affidavit signed by an officer or a representative of the Developer under penalty of

perjury attesting that the Developer does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes and attached to this agreement.

6.5. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida or the United States District Court, Middle District of Florida, Tampa Division.

6.6. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

6.7. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. The Agreement supersedes all prior negotiations, understandings, or representations, both written and oral. The parties are not bound by any terms, conditions, statements, warranties or representations, written or oral, not contained herein.

6.8. Notices. All notices, approvals, claims, consents, demands, requests or other communications between the parties ("Notices") shall be in writing. Notices shall be hand delivered or sent by certified or registered mail, return receipt requested, United States first class or priority mail, postage prepaid, or sent by facsimile, or by electronic mail, and addressed to the County Representative and the Developer Representative as indicated below, or by overnight delivery, with tracking, and addressed as follows (or to

such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to the Developer: Yort, LLC
2500 118th Avenue North
St. Petersburg, FL 33716

2351 Rye Road, LLC
36 Winston Drive
Belleair, Florida 33756

With copies to: Grimes Hawkins Gladfelter & Galvano, P.L.
1023 Manatee Ave West
Bradenton, Florida 34205
Attention: Kyle W. Grimes, Esq.
Phone: 941-748-0151

If to the County: Manatee County Government
Attention: County Administrator
1112 Manatee Avenue West
Bradenton, FL 34205

With copies to: County Representative
Manatee County Government
Public Works Department
Attention: Deputy Director of Engineering Services
1022 26th Avenue East
Bradenton, FL 34208

And Manatee County Government
Attention: County Attorney
1112 Manatee Avenue West
Bradenton, FL 34205

6.9. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of the Developer; (ii) create, or otherwise acknowledge the existence of, any vested development

rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County ordinances. All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

6.10. Assignment. The County specifically agrees that the Developer may assign this Agreement to a subsequent developer or assignee of all or a portion of the Property without the County's consent. The Developer shall provide written notice to the County Representative within ten (10) business days if Agreement is assigned and provide proper documentation of such assignment.

6.11. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to or by reason hereof, or for the benefit of any third party not a party hereto.

6.12. 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, epidemic, flood, insurrection, pandemic, sinkhole or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform (Force Majeure Event). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement.

6.13. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. This Agreement

shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the parties. The parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

6.14. 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.

6.15. Modifications and Amendments; Waivers.

6.15.1. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners and by the Developer.

6.15.2. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing and signed by the party who possesses the right to waive enforcement with an express and specific statement of the intent of such governing body or officer to provide such waiver.

6.16. List of Exhibits. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit "A"
Exhibit "B"

Property
Mulholland Improvements

Yort, LLC; 2351 Rye Road, LLC / Manatee County
ATS Fee Credit Agreement
Page 16 of 27

Exhibit "C"
Exhibit "D"
Exhibit "E"

Rye Road ROW
Cost Estimate
Anti-Human Trafficking Affidavit

6.17. Authorization. Each party represents to the other that such party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

6.18. Default. In the event a party defaults under this Agreement, the non-defaulting party shall allow the defaulting party thirty (30) days' written notice within which to cure the default. If the defaulting party does not cure the default within such time, the non-defaulting party may terminate this Agreement upon notice to the other party.

6.19. Effective Date. For purposes of this Agreement, the Effective Date shall be the date upon which the Agreement is executed by both Parties.

6.20. Legal Fees and Costs. Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Agreement.

6.21. Public Records. Notwithstanding any other provision of the Agreement, the County will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes. This provision shall survive the termination or expiration of the Agreement. In accordance with Chapter 119, Florida Statutes, The Developer, and its contractors, including sub-contractors, shall comply with Florida's public records laws and shall:

6.21.1. Keep and maintain public records required by the County to perform the service.

6.21.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

6.21.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Developer does not transfer the records to the County.

6.21.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-742-5845, lacy.pritchard@mymanatee.org, and 1112 Manatee Ave W, Suite 200, Bradenton, FL 34205.

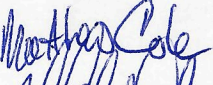
6.22. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until the earliest of the following: (i) termination by mutual written consent of both Parties; or (ii) full performance by both Parties of each and every respective obligation arising under this Agreement.

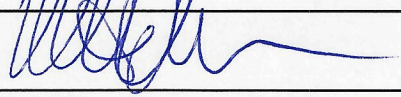
6.23. Time of the Essence. Time is of the essence with regard to all dates set forth in this Agreement. The term “day” as used herein shall in all cases mean a consecutive twenty-four (24) hour day running from midnight to midnight (also known as a calendar day).

[SIGNATURES ON NEXT PAGES]

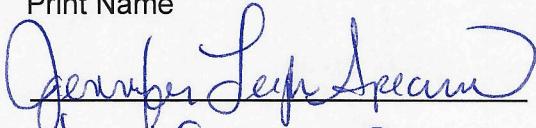
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

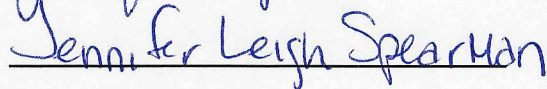
WITNESSES:





Print Name





Print Name

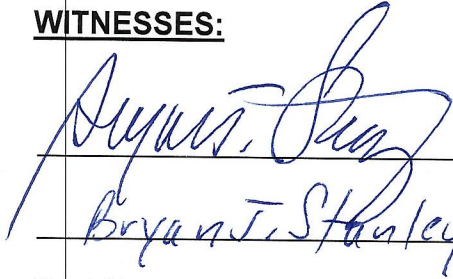
DEVELOPER:

YORT, LLC, a Florida limited liability company

By: _____

Its: _____

WITNESSES:


Bryan J. Stanley

Print Name


Maria Fernandez

Print Name

DEVELOPER:

2351 RYE ROAD, LLC, a Florida limited
liability company

By: 

Its: Bruce Danielson Mgr

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By its Board of County Commissioners

By: _____
Chairperson

ATTEST: Angelina M. Colonnese, Clerk
of Circuit Court and Comptroller

By: _____
Deputy Clerk

EXHIBIT “A”

Property

See legal description attached hereto.

EXHIBIT "A"

LEGAL DESCRIPTION - 2531 RYE ROAD

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 11 TOWNSHIP 34 SOUTH, RANGE 19 EAST, THENCE ALONG THE NORTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION S 89°07'04" E, A DISTANCE OF 1310.99 FEET; TO THE **POINT OF BEGINNING**; THENCE S 89°17'45" E, A DISTANCE OF 984.69 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT OF WAY OF NORTH RYE ROAD; THENCE S 03°25'33" E ALONG SAID MAINTAINED RIGHT OF WAY A DISTANCE OF 1323.31 FEET TO THE SOUTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11; THENCE N 89°19'48" W, A DISTANCE OF 1082.11 FEET TO THE WEST BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11; THENCE N 00°47'46" E ALONG SAID WEST BOUNDARY, A DISTANCE OF 1320.52 FEET; TO THE **POINT OF BEGINNING**.

LEGAL DESCRIPTION - YORT, LLC

LEGAL DESCRIPTION - YORT

A PARCEL OF LAND LYING IN SECTION 10, 11, 13, 14 & 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 11 TOWNSHIP 34 SOUTH, RANGE 19 EAST, THENCE ALONG THE WEST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, S 00°17'19" W, A DISTANCE OF 1335.98 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE S 00°55'14" W, A DISTANCE OF 84.00 FEET; TO THE **POINT OF BEGINNING**; THENCE S 89°47'48" E, A DISTANCE OF 1299.94 FEET; THENCE S 89°19'48" E, A DISTANCE OF 1084.41 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF NORTH RYE ROAD, THENCE ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES; 1) S 03°20'57" E, A DISTANCE OF 970.55 FEET; 2) S 06°17'25" E, A DISTANCE OF 66.08 FEET; 3) S 13°02'29" E, A DISTANCE OF 880.45 FEET; 4) S 23°49'39" W, A DISTANCE OF 15.99 FEET; THENCE N 89°48'37" W, A DISTANCE OF 2672.39 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 14 ; THENCE S 00°22'50" W ALONG SAID EAST LINE A DISTANCE OF 1687 FEET MORE OR LESS TO THE NORTH ORDINARY HIGH WATER LINE OF MANATEE RIVER; THENCE MEANDER ALONG THE SAID NORTH ORDINARY HIGH WATER LINE FOR A DISTANCE OF 4697 FEET MORE OR LESS TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N 01°09'15" E, A DISTANCE OF 2624 FEET MORE OR LESS TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE N 00°30'55" W, A DISTANCE OF 1322.37 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE S 89°41'07" E, A DISTANCE OF 1340.48 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11; THENCE S 89°20'17" E ALONG THE NORTH LINE OF SAID SOUTH 1/2 A DISTANCE OF 2470.26 FEET; THENCE S 00°37'00" W, A DISTANCE OF 84.00 FEET; THENCE S 89°20'13" E, A DISTANCE OF 133.53 FEET; TO THE **POINT OF BEGINNING**.

EXHIBIT “B”

Mulholland Improvements

See map attached hereto.

EXHIBIT "B"
MULHOLLAND IMPROVEMENTS



Mon, 23 Mar 2026 - 2:15pm K:\sssd\YORT (45215)\ENG\Exhibits\YORT-MULHOLLAND ROAD EXT. (PP SLIDE).dwg

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
SCALE	DATE

MULHOLLAND ROAD
FOR
YORT - 2351
LOCATED IN
SECTION 10, 11, 13, 14A15, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

ZNS ENGINEERING, LLC
1000 MANATEE AVENUE, SUITE 200, TAMPA, FL 33602
TEL: 813.241.1111 FAX: 813.241.1112
WWW.ZNS-ENGINEERING.COM

REVISIONS
1
2
3
4
5
6
7

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
1000 MANATEE AVENUE, SUITE 200, TAMPA, FL 33602
TEL: 813.241.1111 FAX: 813.241.1112
WWW.ZNS-ENGINEERING.COM

ADAM J. LYON
PROFESSIONAL ENGINEER
SIGNATURE

EXHIBIT “C”

Rye Road ROW

See exhibit attached hereto.

EXHIBIT "C"
RYE ROAD ROW



LEGEND

- 2.41 ACRE RIGHT-OF-WAY DEDICATION AREA
- 0.47 ACRE RYE ROAD STORMWATER FACILITY

DESIGNED BY
DRAWN BY
CHECKED BY
SCALE
DATE
JOB NO.
SHEET NO.

SECTION 10, 11, 12, 13, 14, 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA
LOCATED IN
YORT - 2351
FOR
RIGHT-OF-WAY DEDICATION EXHIBIT

1
2
3
4
5
6
7

THE ENGINEER HAS REVIEWED THE RECORD DRAWING FOR THE LOCATION OF THE PROPOSED RIGHT-OF-WAY AND THE EXISTING 60' FULL WIDTH RIGHT-OF-WAY. THE ENGINEER HAS REVIEWED THE RECORD DRAWING FOR THE LOCATION OF THE PROPOSED RIGHT-OF-WAY AND THE EXISTING 60' FULL WIDTH RIGHT-OF-WAY. THE ENGINEER HAS REVIEWED THE RECORD DRAWING FOR THE LOCATION OF THE PROPOSED RIGHT-OF-WAY AND THE EXISTING 60' FULL WIDTH RIGHT-OF-WAY.

REVISIONS

LAND PLANNING ENGINEERING
1023 MANATEE AVENUE, SUITE 200, MANATEE, FL 34460
TEL: 888.235.1234 FAX: 888.235.1234
WWW.LPE-FL.COM
LAND PLANNING ENGINEERING
1023 MANATEE AVENUE, SUITE 200, MANATEE, FL 34460
TEL: 888.235.1234 FAX: 888.235.1234
WWW.LPE-FL.COM

ADAM J. LYON
PROFESSIONAL ENGINEER
FLORIDA

EXHIBIT “D”

Cost Estimate

See cost estimate attached hereto.

EXHIBIT "D"

COST ESTIMATE

YORT - MULHOLLAND PHASE 2

March 2026

ITEM NO	DESCRIPTION	QTY		Unit Price	Total Bid
A	GENERAL CONDITIONS				
1	Mobilization	1	LS	\$75,000	\$75,000
2	Maintenance of Traffic	1	LS	\$8,000	\$8,000
3	Erosion Control	1	LS	\$48,000	\$48,000
4	Geotechnical Testing	1	LS	\$36,000	\$36,000
5	Survey & As-Builts	1	LS	\$100,000	\$100,000
A	SUBTOTAL - GENERAL CONDITIONS				\$267,000
B	2,130 LF ROADWAY FROM YORT ACCESS TO TWIN RIVERS				
1	Clearing and Earthwork	1	LS	\$150,000	\$150,000
2	Pond Excavation	10,027	CY	\$4.50	\$45,122
3	Finish Grading	1	LS	\$30,000	\$30,000
4	1.5" Type S-III Asphalt (1st Lift)	5,680	SY	\$15	\$85,200
5	1.5" Type S-I Asphalt (2nd Lift)	5,680	SY	\$15	\$85,200
6	10" Road Base	7,256	SY	\$26	\$188,661
7	12" Road Subgrade LBR 60	8,203	SY	\$15	\$123,043
8	Type F Curb	4,260	LF	\$25	\$106,500
9	Type AB Curb	4,260	LF	\$20	\$85,200
10	Concrete Sidewalk (4" Thick)	2,367	SY	\$55	\$130,167
11	Signage & Striping	1	LS	\$35,000	\$35,000
12	HC Ramps	-	Each	\$1,185	\$0
13	Storm Drainage	2,130	LF	\$315	\$670,950
14	10' x 8' Box Culvert w/ Headwalls	220	LF	\$3,260	\$717,200
15	Weir Wall	1	Each	\$30,000	\$30,000
16	Wetland Impact Mitigation Credits (2.2 acre-impact)	1	LS	\$300,000	\$300,000
B	SUBTOTAL - 2,130 LF ROADWAY				\$2,782,242
	SUMMARY				
A	GENERAL CONDITIONS				\$267,000
B	2,130 LF ROADWAY FROM YORT BOUNDARY TO TWIN RIVERS				\$2,782,242
	TOTAL				\$3,049,242

EXHIBIT “E”

Anti-Human Trafficking Affidavit

See affidavit attached hereto.

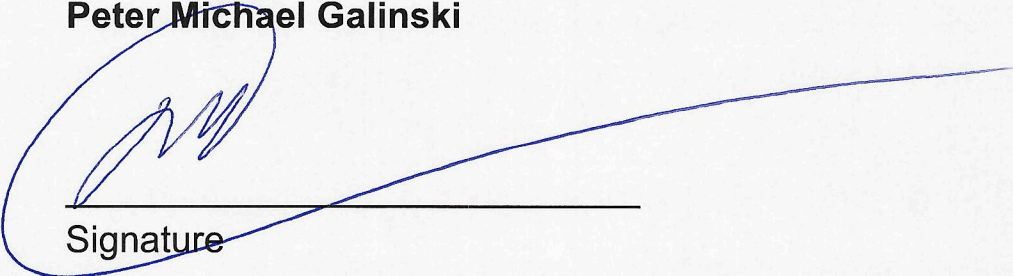
EXHIBIT "E"

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Peter Michael Galinski who was sworn and says that the following information is true and correct:

1. I am the Trustee of Yort, LLC. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Peter Michael Galinski



Signature

STATE OF Florida
COUNTY OF Pinellas

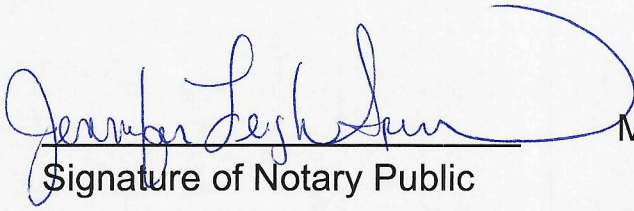
Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 15 day of April, 2026, by Peter Michael Galinski, who

EXHIBIT "E"

☒ is personally known to me or
☐ has produced _____ as identification.



My Commission Expires: June 23, 2027

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



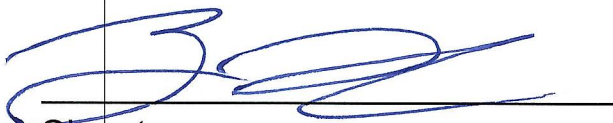
EXHIBIT "E"

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Bruce Danielson who was sworn and says that the following information is true and correct:

1. I am the Manager of 2351 Rye Road, LLC. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Bruce Danielson



Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 9th day of April, 2026, by Bruce Danielson, who

EXHIBIT "E"

☒ is personally known to me or
☐ has produced _____ as identification.

Maria Fernandez
Signature of Notary Public

My Commission Expires: 1/17/2028

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

