

## 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 23<sup>rd</sup> day of Apr., 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 March 5, 2026, and Apr. 1 23<sup>rd</sup>, 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 550<sup>th</sup> 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 1,346<sup>th</sup> 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 is 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 April 23, 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 April 23, 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.

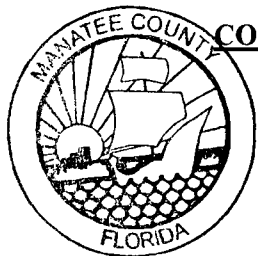
33. **Annual Review:** During the term of this Development Agreement, Applicant shall cooperate with the Development Services Director or designee in the Director's annual review as required by Section 348 of the LDC and Section 163.3235, Florida Statutes.

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: *Tim*  
Chairperson

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

By: *Usher Johnson*  
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)



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

[Signature]  
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

**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, 2026

**Witnesses:**

Taylor Penny  
Taylor Penny  
(print name)  
Address: 4065 Crescent Park Drive, 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

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 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.

Janet Lee Chattin  
Signature of Notary Public

(Notary Seal)

**Janet Lee Chattin**

Print Name of Notary Public  
I am a Notary Public of the State of FLORIDA,  
and my commission expires on 5.31.2026



JANET LEE CHATTIN  
Commission # HH 405142  
Expires May 31, 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

**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 14<sup>TH</sup> 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.

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.

(Notary Seal)



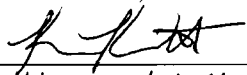
JANET LEE CHATTIN  
Commission # HH 405142  
Expires May 31, 2027

Executed this 13<sup>th</sup> day of April, 2026

Witnesses:

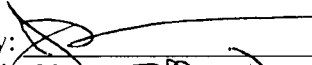
  
\_\_\_\_\_

(print name)  
Address: 2662 S. Falkenburg Rd  
Riverview, FL 33578

  
\_\_\_\_\_

(print name)  
Address: 2662 S. Falkenburg Rd  
Riverview, FL 33578

PULTE HOME COMPANY, LLC, a  
limited liability company

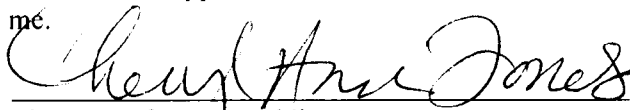
By:   
\_\_\_\_\_

Print Name: Jeffrey Deason  
As its: Vice President - Land Development

Address: 2662 S Falkenburg Rd, Riverview,  
FL 33578

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [4] physical presence or [ ] online notarization, this 13 day of APRIL, 2026 by JEFFREY DEASON, as VP-LAND DEVELOPER 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.

  
\_\_\_\_\_

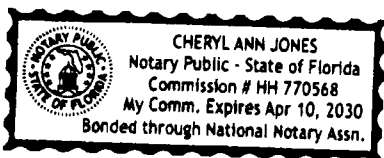
Signature of Notary Public

(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 14<sup>th</sup> day of April, 2026

Witnesses:

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

Address: 1519 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

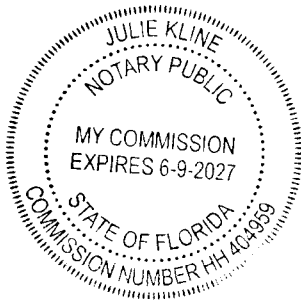
STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14<sup>th</sup> 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.

[Signature]  
Signature of Notary Public  
Julie Kline  
Print Name of Notary Public

(Notary Seal)

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

Connor Soule  
Connor 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 GRISS  
As its: VICE PRESIDENT

Address: 4107 Crescent Park Dr.  
Riverview, FL 33578

STATE OF Florida  
COUNTY OF Hillsborough

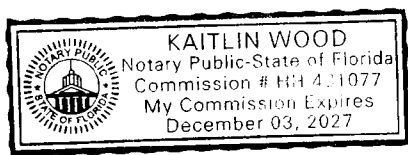
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17 day of April, 2026 by Thomas Griggs, as Vice President of MATTAMY TAMPA/SARASOTA, LLC, a limited liability company, on behalf of the company. He/she is personally known to me or has produced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

Kaitlin Wood  
Signature of Notary Public

(Notary Seal)

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 Drive, 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" West, 504.97 feet; thence North 59° 12' 54" East, 50.00 feet; thence North 00° 30' 49" West, 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 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 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' 4 7" 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**

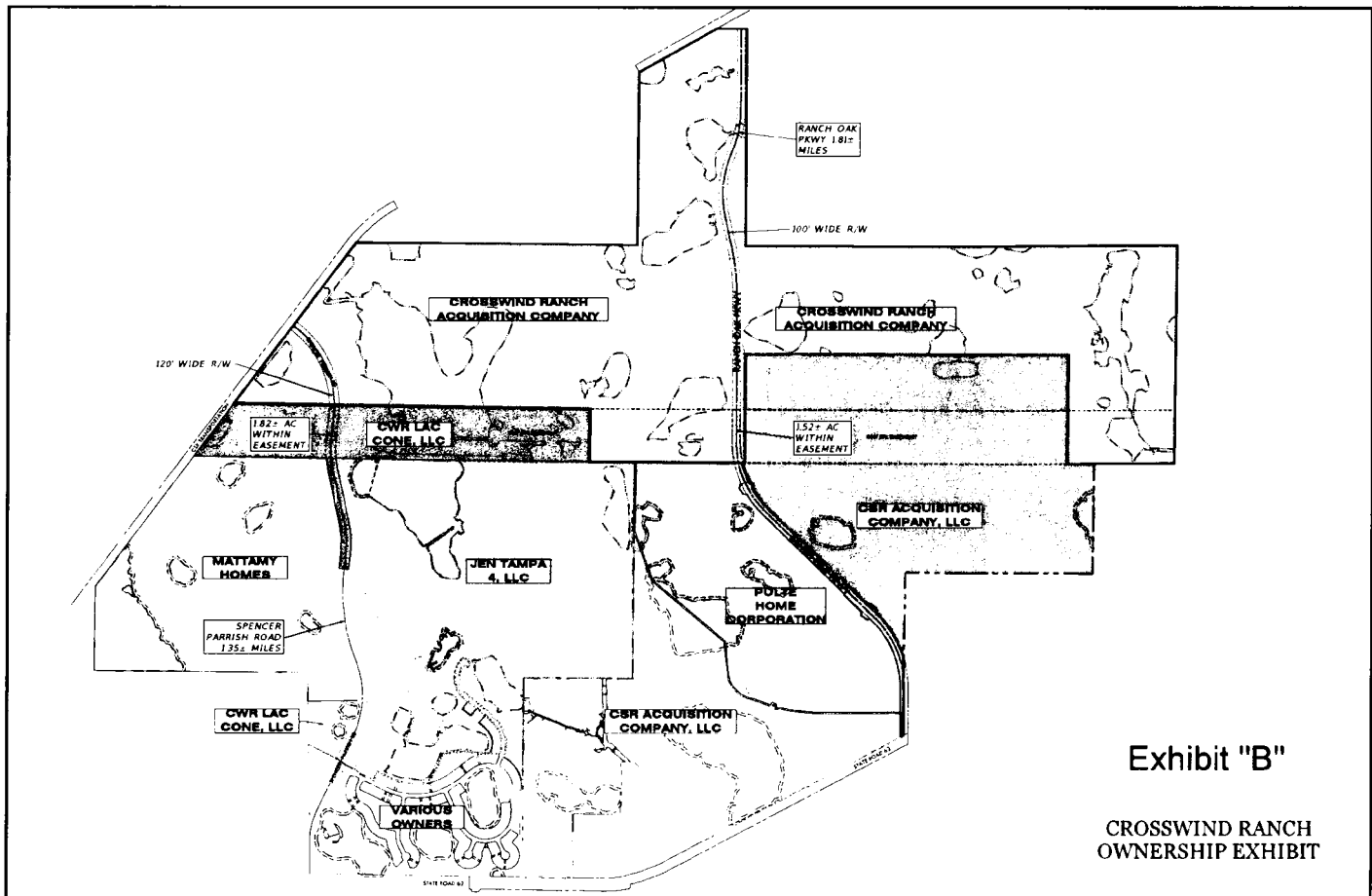
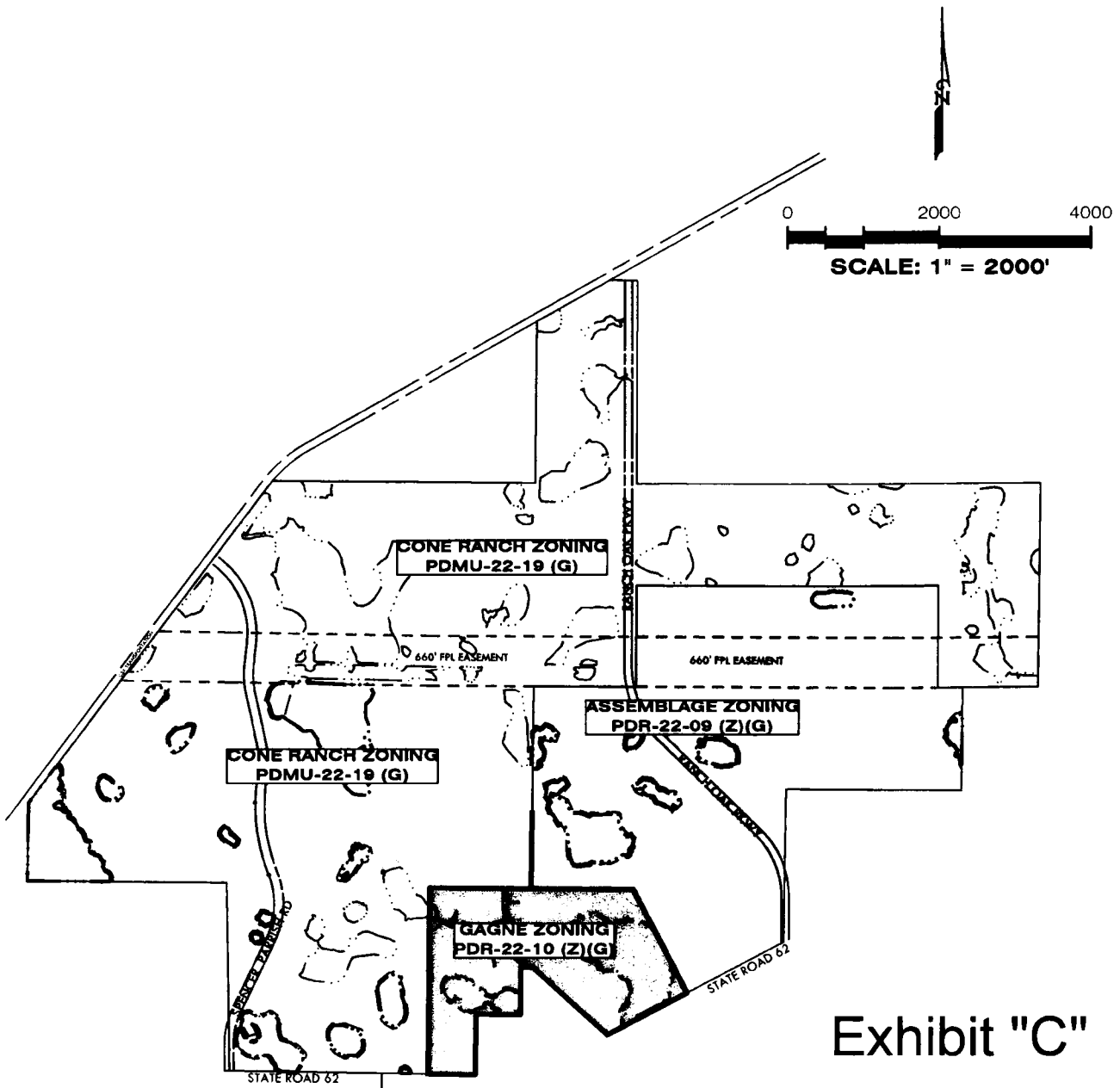


Exhibit "B"  
CROSSWIND RANCH  
OWNERSHIP EXHIBIT



# Exhibit "C"

## CROSSWIND RANCH ZONING EXHIBIT

PREPARED BY:



**Clearview**  
LAND DESIGN, P.L.

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

Date: January 12, 2024

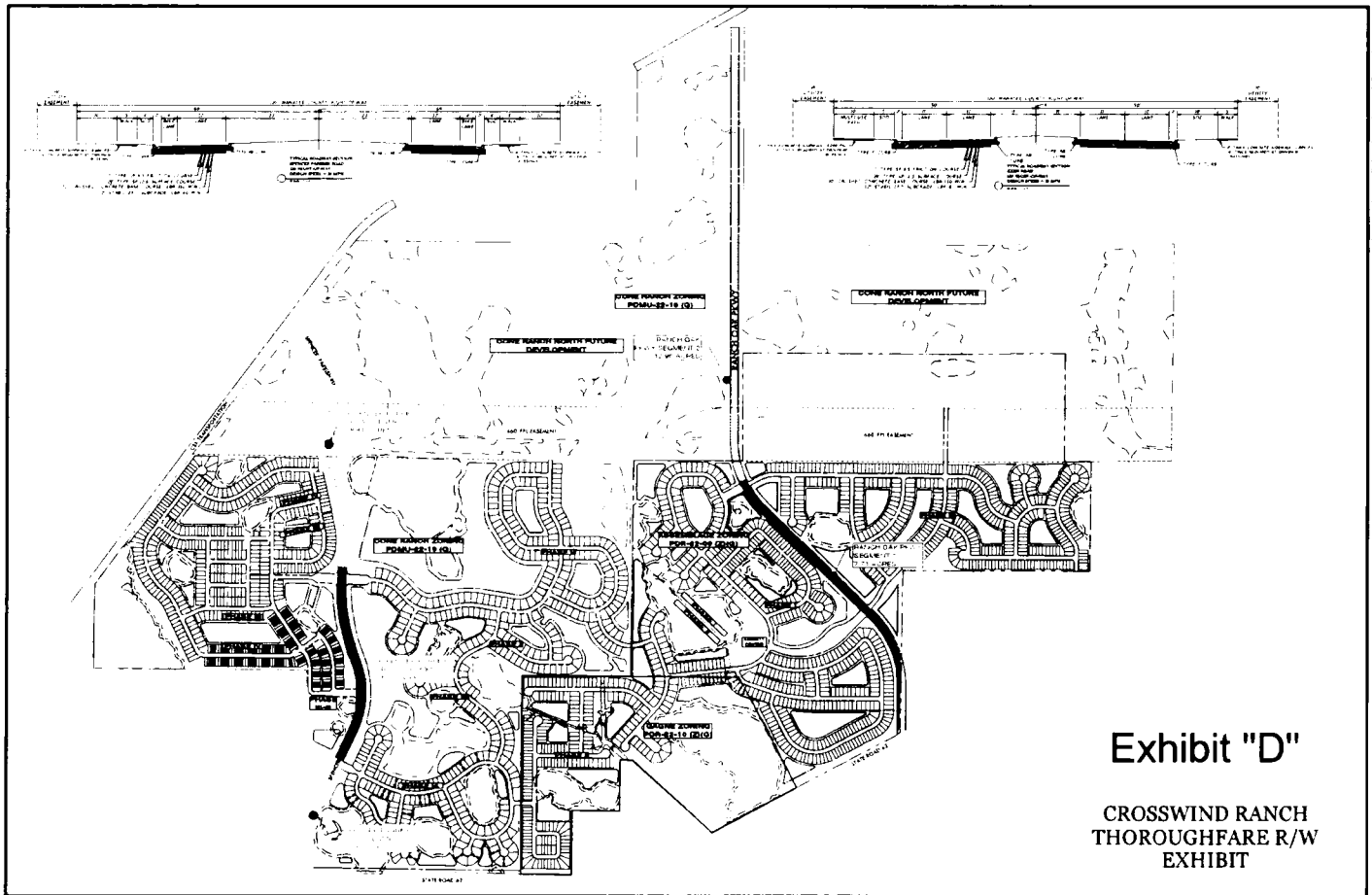


Exhibit E - Cost Estimate

ROADWAY IMPROVEMENTS SPENCER PARRISH SEGMENT 1

Description	Unit	County Required Quantities		Unit Price	Total
		Quantity	Unit Price		
12" Sub Base	SY	10875	\$	11.21	\$ 121,800.00
10" Base	SY	8615	\$	25.64	\$ 220,758.00
AB Curb / Median	LF	2830	\$	23.10	\$ 65,280.00
Asphalt 3"	SY	10967	\$	23.45	\$ 256,847.85
<b>TOTAL</b>					<b>\$ 670,675.85</b>
<b>COUNTY IMPACT FEES</b>					<b>\$368,904.26 56%</b>

ROADWAY IMPROVEMENTS SPENCER PARRISH SEGMENT 2

Description	Unit	County Required Quantities		Unit Price	Total
		Quantity	Unit Price		
12" Sub Base	SY	11700	\$	11.50	\$ 134,550.00
10" Base	SY	11300	\$	25.64	\$ 289,760.00
AB Curb / Median	LF	5090	\$	28.50	\$ 145,050.00
Asphalt 3"	SY	11300	\$	46.25	\$ 522,750.00
<b>TOTAL</b>					<b>\$ 1,128,010.00</b>
<b>COUNTY IMPACT FEES</b>					<b>\$ 467,664.10 41%</b>

ROADWAY IMPROVEMENTS SPENCER PARRISH SEGMENT 3

Description	Unit	County Required Quantities		Unit Price	Total
		Quantity	Unit Price		
12" Sub Base	SY	13000	\$	11.50	\$ 149,500.00
10" Base	SY	13000	\$	25.54	\$ 332,000.00
AB Curb / Median	LF	6400	\$	28.50	\$ 182,400.00
Asphalt 3"	SY	13000	\$	46.25	\$ 601,250.00
<b>TOTAL</b>					<b>\$ 1,344,730.00</b>
<b>ESTIMATED IMPACT FEE</b>					<b>\$ 567,336.90 41%</b>

Traffic Signal Cost SR 62 Spencer Parrish Road

<b>TOTAL</b>	\$650,000.00
<b>ESTIMATED IMPACT FEE</b>	\$650,000.00 100%

Spencer Parrish Road/SR 62 Intersection

<b>TOTAL</b>	UPDATE
<b>ESTIMATED IMPACT FEE</b>	\$750,000.00 100%

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 1

Project Required Description				County Required (Overlaid 12-16 Lanes)				Developer Elected (4-11 Lanes)			
Description	Unit	Quantity	Unit Price	Description	Unit	Quantity	Unit Price	Description	Unit	Quantity	Unit Price
6" Sub Base	SY	12400	\$10.00	12" Sub Base	SY	10530	\$18.00	12" Sub Base	SY	22312	\$18.00
6" Base	SY	12400	\$17.50	10" Base	SY	10530	\$28.50	10" Base	SY	22312	\$28.50
Asphalt 3"	SY	12400	\$31.00	Asphalt 3.5"	SY	10530	\$38.50	Asphalt 3.5"	SY	22312	\$38.50
Required Drainage (10%)	AC	11.71	\$100,000.00	Required Drainage (10%)	AC	1.34	\$100,000.00	Required Drainage (10%)	AC	1.54	\$100,000.00
<b>TOTAL</b>				<b>TOTAL</b>				<b>TOTAL</b>			
				Developer's Cost				Developer's Cost			
				<b>ESTIMATED IMPACT FEE</b>				<b>ESTIMATED IMPACT FEE</b>			
				Credit Percentage of Total Cost				Credit Percentage of Total Cost			

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 2

Project Required Description				County Required (Overlaid 12-16 Lanes)				Developer Elected (4-11 Lanes)			
Description	Unit	Quantity	Unit Price	Description	Unit	Quantity	Unit Price	Description	Unit	Quantity	Unit Price
6" Sub Base	SY	12400	\$10.00	12" Sub Base	SY	10530	\$18.00	12" Sub Base	SY	15500	\$18.00
6" Base	SY	12400	\$17.50	10" Base	SY	10530	\$28.50	10" Base	SY	15500	\$28.50
Asphalt 3"	SY	12400	\$31.00	Asphalt 3.5"	SY	10530	\$38.50	Asphalt 3.5"	SY	15500	\$38.50
Required Drainage (10%)	AC	11.71	\$100,000.00	Required Drainage (10%)	AC	1.33	\$100,000.00	Required Drainage (10%)	AC	1.33	\$100,000.00
<b>TOTAL</b>				<b>TOTAL</b>				<b>TOTAL</b>			
				Developer's Cost				Developer's Cost			
				<b>ESTIMATED IMPACT FEE</b>				<b>ESTIMATED IMPACT FEE</b>			
				Credit Percentage of Total Cost				Credit Percentage of Total Cost			

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 3

Project Required Description				County Required (Overlaid 12-16 Lanes)				Developer Elected (4-11 Lanes)			
Description	Unit	Quantity	Unit Price	Description	Unit	Quantity	Unit Price	Description	Unit	Quantity	Unit Price
6" Sub Base	SY	12400	\$10.00	12" Sub Base	SY	10530	\$18.00	12" Sub Base	SY	14475	\$18.00
6" Base	SY	12400	\$17.50	10" Base	SY	10530	\$28.50	10" Base	SY	14475	\$28.50
Asphalt 3"	SY	12400	\$31.00	Asphalt 3.5"	SY	10530	\$38.50	Asphalt 3.5"	SY	14475	\$38.50
Required Drainage (10%)	AC	11.71	\$100,000.00	Required Drainage (10%)	AC	1.33	\$100,000.00	Required Drainage (10%)	AC	1.33	\$100,000.00
<b>TOTAL</b>				<b>TOTAL</b>				<b>TOTAL</b>			
				Developer's Cost				Developer's Cost			
				<b>ESTIMATED IMPACT FEE</b>				<b>ESTIMATED IMPACT FEE</b>			
				Credit Percentage of Total Cost				Credit Percentage of Total Cost			

Traffic Signal Cost SR 66 on Ranch Oak Parkway

<b>TOTAL</b>	\$650,000.00
<b>ESTIMATED IMPACT FEE</b>	\$650,000.00

SR 66 Three Lane Ranch Oak Parkway

<b>TOTAL</b>	\$4,011,000.00
<b>ESTIMATED IMPACT FEE</b>	\$4,011,000.00

<b>Total Estimated Credits</b>	
Agreements	\$3,955,833.33
RTA	\$17,500,000.00
Other	\$1,300,000.00

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.

\_\_\_\_\_  
Elizabeth Bradburn  
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 Bradman,  
who

is personally known to me or  
 has produced \_\_\_\_\_ as identification.

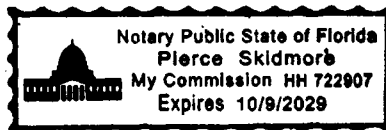
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION  
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]



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 CEO 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

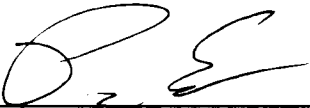
Sworn to (or affirmed) and subscribed before me by means of

- physical presence or  
 online notarization

this 23<sup>rd</sup> day of February, 2026, by Elizabeth Bradburn,  
who

is personally known to me or  
 has produced \_\_\_\_\_ as identification.

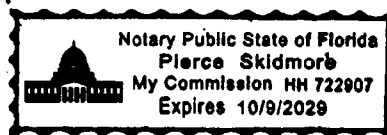
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION  
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]



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.)

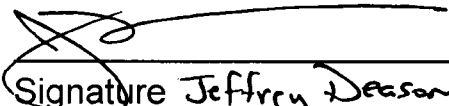


ANTI-HUMAN TRAFFICKING AFFIDAVIT  
(Section 787.06, Florida Statutes)

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

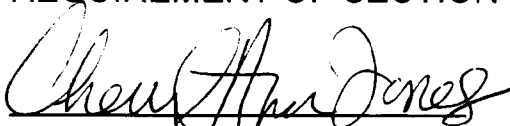
Sworn to (or affirmed) and subscribed before me by means of

- physical presence or  
 online notarization

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

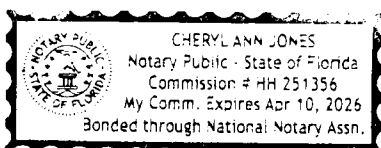
is personally known to me or  
 has produced \_\_\_\_\_ as identification.

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

  
Signature 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.)

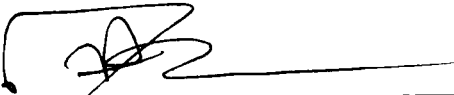


ANTI-HUMAN TRAFFICKING AFFIDAVIT  
(Section 787.06, Florida Statutes)

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 24<sup>th</sup> day of February, 2026, by Matt O'Brien,  
who

- is personally known to me or  
 has produced \_\_\_\_\_ as identification.

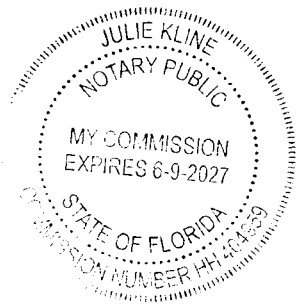
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION  
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

  
\_\_\_\_\_

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.)

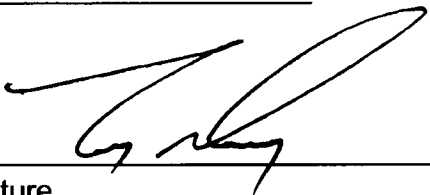


ANTI-HUMAN TRAFFICKING AFFIDAVIT  
(Section 787.06, Florida Statutes)

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.

\_\_\_\_\_

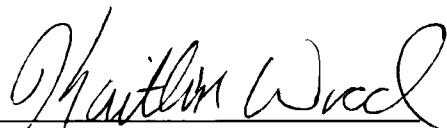


\_\_\_\_\_

Signature

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

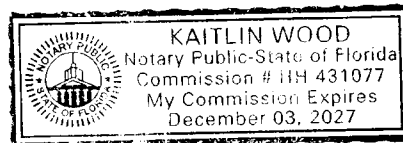


\_\_\_\_\_

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]

*J. Chattin*

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

Angelina "Angel" Colonnese  
Clerk of the Circuit Court of Manatee County Florida  
1115 Manatee Avenue West, Bradenton, Florida 34205  
P.O. Box 25400, Bradenton, Florida 34206  
Phone (941) 749-1800 - Fax (941) 741-4082  
[www.manateeclerk.com](http://www.manateeclerk.com)

Recorded By: pringler  
Cashiered By: pringler

**Receipt#:** 900841366      **Payee Name:** GRIMES GALVANO, PL AR500027  
**Receipt Date:** 04/27/2026      ATTN DAPHNE MCDONOUGH 1023 MANATEE AVE W  
BRADENTON, FL 34205

**Instrument(s):** 202641047325-AGREEMENT

<b>Receipt Total:</b>	\$469.00
<b>Amount Tendered:</b>	\$469.00
<b>Overage:</b>	\$0.00
<b>Service Fee</b>	\$0.00
<b>Total PAID</b>	<b>\$469.00</b>

Escrow	\$469.00
<b>Amount Paid</b>	<b>\$469.00</b>

This service fee is charged by MyFloridaCounty.com. Your Credit Card Statement will display the vendor name of MyFloridaCounty.com for billing details. For information on refunds or for general inquiries, please call customer support at (877) 326 8689.

<b>Instrument: 202641047325 AGREEMENT</b>		
001000000341100	RECORDING FEE \$5/\$4	\$221.00
199000000341150	PRMTF \$1/\$.50	\$28.00
001000000208911	PRMTF FACC \$.10	\$5.50
199000000341160	PRMTF CLERK \$1.90	\$104.50
001000000208912	PRMTF BCC \$2	\$110.00
<b>Instrument Total:</b>		<b>\$469.00</b>

**APPROVED** in Open Session

Manatee County Board of County  
Commissioners



April 23, 2026 - Land Use Meeting

**Subject**

**Approval and Execution of LDA-24-02 – Local Development Agreement for Crosswind Ranch LDA - PLN2404-0112 - Quasi-Judicial- District 1**

Approval of a Local Development Agreement relating to future projects within an area identified as Crosswinds Ranch to establish the terms under which the Applicant shall commit to design, engineer, permit and construction, its proportionate share of required improvements to the Manatee County thoroughfare network (the “Thoroughfare Improvements”) and the 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 credits against the ATS Fees. Crosswind Ranch Development LLC, Landowners of 1740-acres site, has an approved Large Project Application – Planned Development Residential project. The project is generally located North of SR 62 and East of US 301 in Parrish (Manatee County). The site is made up of three project tracks subject to the following three individual zoning approvals: PDR-22-10(Z)(G) approved for up to 288 single family detached residential units; PDR-22-09(Z)(G) approved for up to 1,322 single family detached residential units; and PDMU-06-102(P)(R) approved for up to 2,048 residential units and up to 6,550 square feet of commercial. The maximum permitted heights of any residential building with the Project Site is thirty-five (35) feet.

**Category**

**ADVERTISED PUBLIC HEARINGS (Presentations Upon Request)**

**Briefings**

**Briefing Provided Upon Request**

**Contact and/or Presenter Information**

Contact/Presenter:

Rachel Layton, Division Manager and County Impact Fee Administrator, Development Services Department Ext. 6862 Rachel.Layton@mymanatee.org

Clarke Davis, Traffic Management Deputy Director, Public Works Department Ext. 7272 Clarke.Davis@mymanatee.org

**Action Requested**

Approval and Execution of LDA-24-02 Local Development Agreement for Crosswind Ranch.

## **Enabling/Regulating Authority**

Manatee County Comprehensive Plan  
Manatee County Land Development Code  
Section 163.3180(5), Florida Statute  
Sections 163.3220-163.3243, Florida Statutes

## **Applicable Advisory Board**

N/A

## **Background Discussion**

- Crosswind Ranch development is generally located North of SR 62 and East of US 301 in Parrish (Manatee County). The 1,740-acre site is made up of three project tracks subject to the following three individual zoning approvals:
  - PDR-22-10(Z)(G) (the “Gagne Ordinance”) and companion GDP, approved on February 16,2023, for up to 288 single family detached residential units on 123.6-acre project site;
  - PDR-22-09(Z)(G) (the “Assemblage Ordinance” aka Crosswind Ranch) and companion GDP, approved on March 23,2023, for up to 1,322 single family detached residential units on 440.9-acre project site; and
  - PDMU-06-102(P)(R) (the “Cone Ranch Ordinance”), and companion GDP, approved on August 17,2023, for up to 2,048 residential units and up to 6,550 square feet of commercial on 1,175.8-acre project site;
- On July 30 2025, the County administratively approved an administrative modification to the GDP’s, combining the Cone Ranch GDP, Assemblage GDP (aka Crosswind Ranch), and Gagne GDP into a single Master General Development Plan known and referred as Crosswind Ranch Master General Development Plan (GDP).
- The purpose of the Local Development Agreement (LDA) is to establish the terms under which the Applicant shall commit to design, engineer, permit and construct, or cause construction of, certain improvements to the Manatee County thoroughfare network, including the dedication or conveyance of the right-of-way required for such improvements. 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 credit against the Alternative Transportation System Fees subject to the conditions set forth in the agreement.
- The 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 Agreement is projected to be 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). The Thoroughfare Improvements and Thoroughfare ROW will serve Project Site-related needs and will satisfy the requirements of Policy 2.1.2.8. for the development of Crosswind Ranch Master Plan.

This is the second of two required public hearings; the first being held on March 5, 2026.

**Attorney Review**

Other (Requires explanation in field below) Schenk  
Sarah Schenk, County Attorney, reviewed the agreement under CAO Matter No. FY25/26-0019. The agreement presented for consideration incorporates the recommended changes provided by the County Attorney's Office.

**Instructions to Board Records**

Please forward the cost of recording to bobbi.roy@mymanatee.org. The applicant's counsel, Kyle Grimes, will contact Board Records regarding the recording of the Local Development Agreement. Please provide copies of the recorded document to Bobbi.Roy@mymanatee.org, Rachel.Layton@mymanatee.org, and Clarke.Davis@mymanatee.org.

**Cost and Funds Source Account Number and Name**

N/A

**Amount and Frequency of Recurring Costs**

N/A



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

**CROSSWIND RANCH**

**LOCAL DEVELOPMENT AGREEMENT**

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*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 550<sup>th</sup> 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 1,346<sup>th</sup> 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 is 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: E. Bradburn

**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)

J. Chattin  
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  
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 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.

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

(Notary Seal)



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

Executed this 13<sup>th</sup> day of April, 2026

Witnesses:

[Signature]  
\_\_\_\_\_

(print name)

Address: 2662 S. Falkenburg Rd  
Riverview, FL 33578

[Signature]  
\_\_\_\_\_

(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 HILLSBOROUGH

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 DEVELOP. 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]  
\_\_\_\_\_

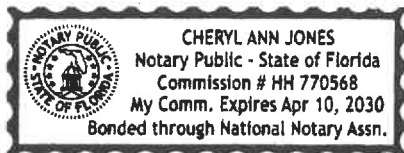
Signature of Notary Public

(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 14<sup>th</sup> day of April, 2026

Witnesses:

[Signature]  
Chris R. D'Bravo  
(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

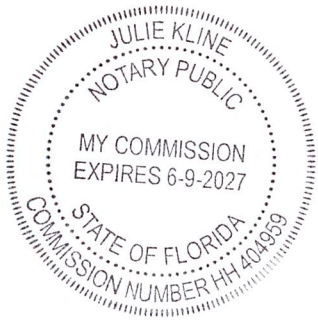
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 14<sup>th</sup> day of April, 2026 by Matt O'Brien, as Vice President of JEN TAMPA 4, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to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

[Signature]  
Signature of Notary Public

(Notary Seal)

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

Connor Soule  
Connor 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.

Kaitlin Wood  
Signature of Notary Public

(Notary Seal)



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 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" West, 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 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", 504.97 feet; thence North 89° 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:

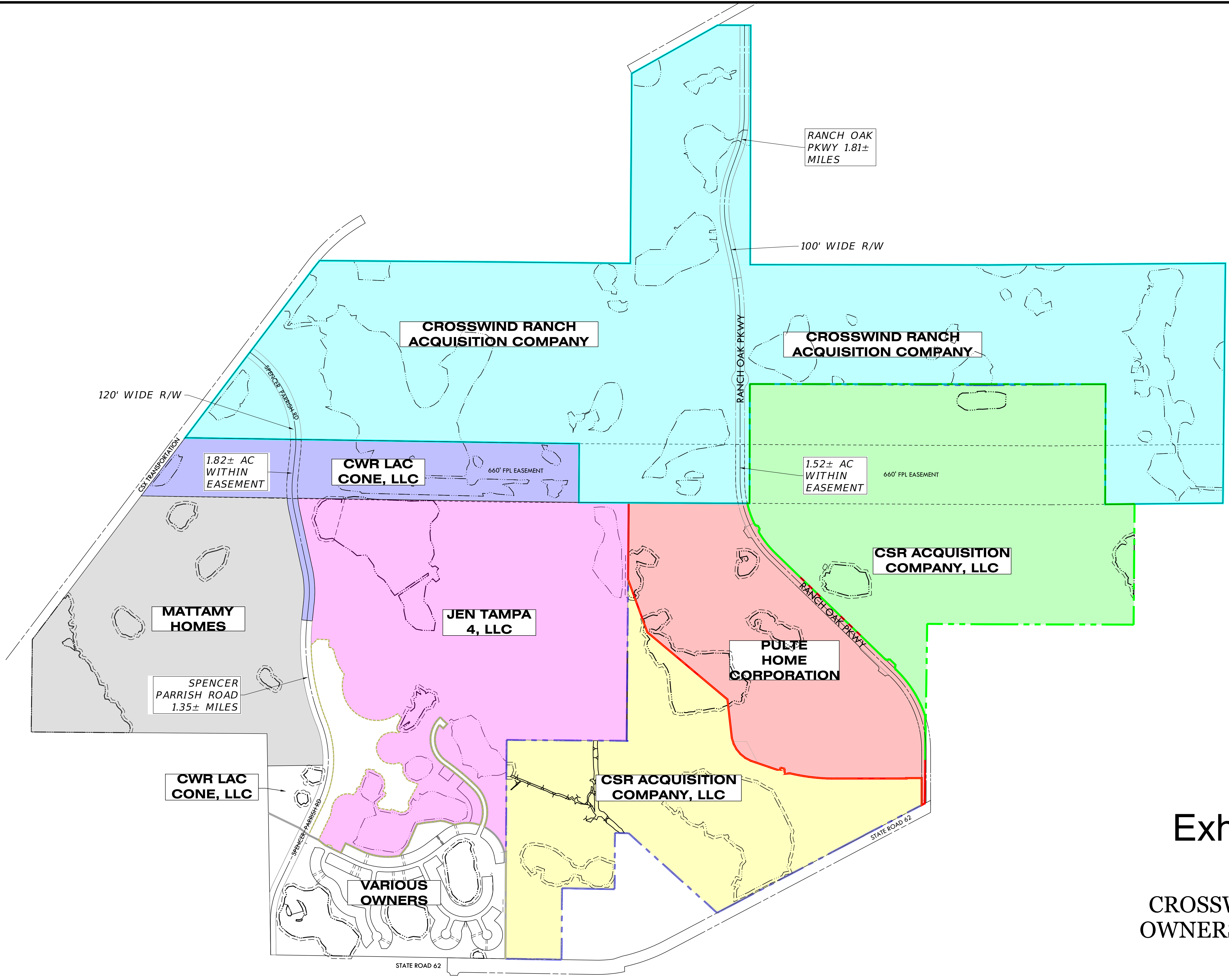
Commence at the Southwest corner of said Section 22, run thence along the West boundary of said Section 22, the following two (2) courses: 1) North 00°19'08" East, 60.00 feet to a point on the North maintained right-of-way line of State Road 62 (Parrish - Wauchula Road) for a Point of Beginning; 2) continue 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:

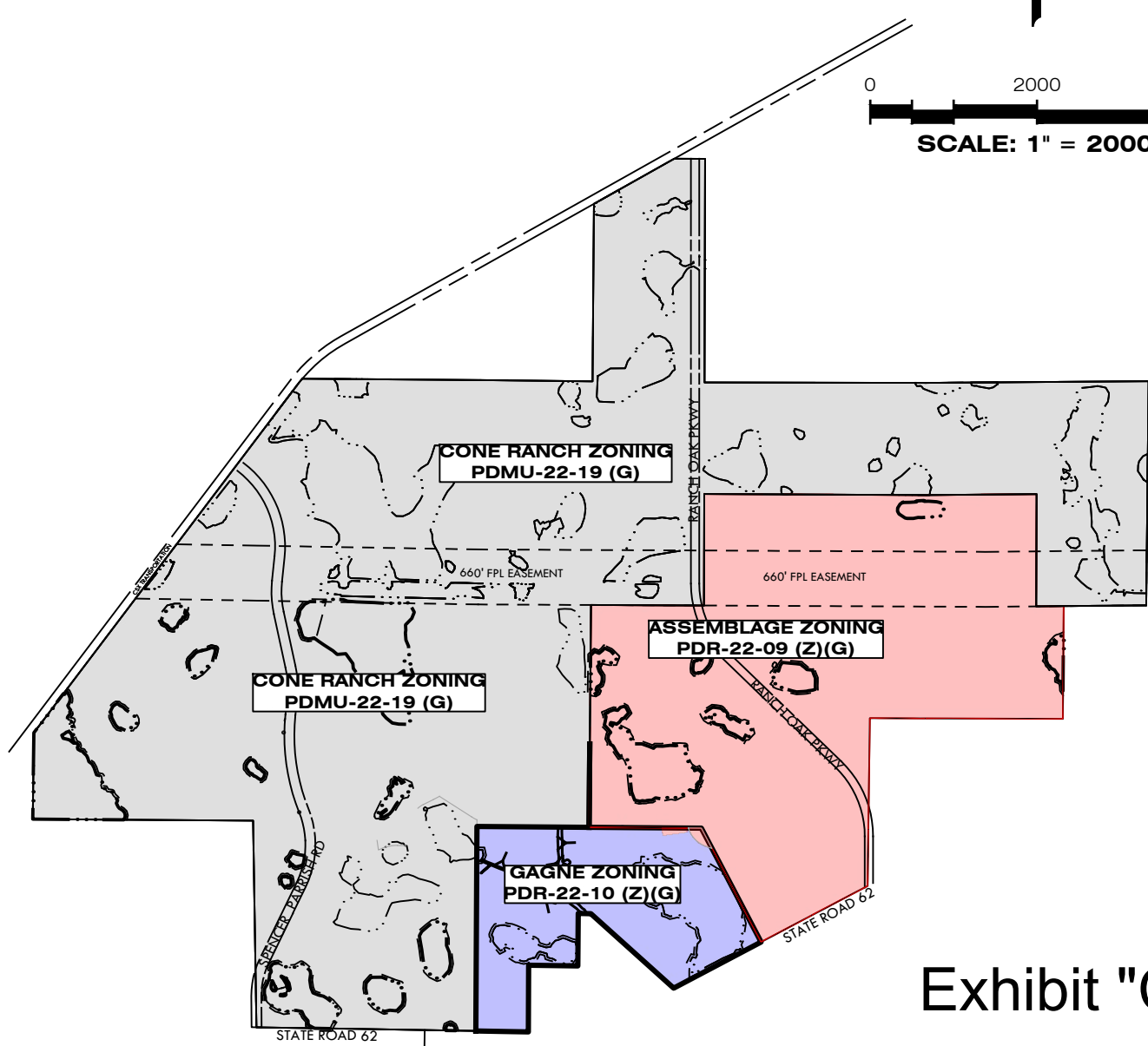
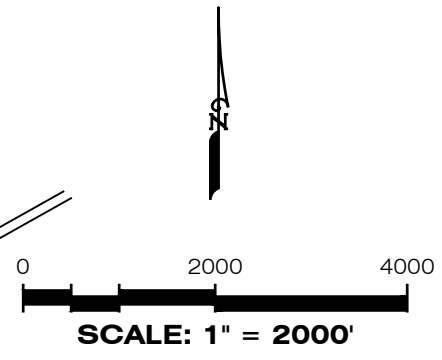
Commence at the Southwest corner of said Section 22; Thence n 00° 52'31" W, along the West line of said Section 22, a distance of 60.00 feet to a point on the North right-of-way line of state road number 62; Thence n 89° 43'57" e, along said North right-of-way-line, a distance of 60.00 feet for a point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

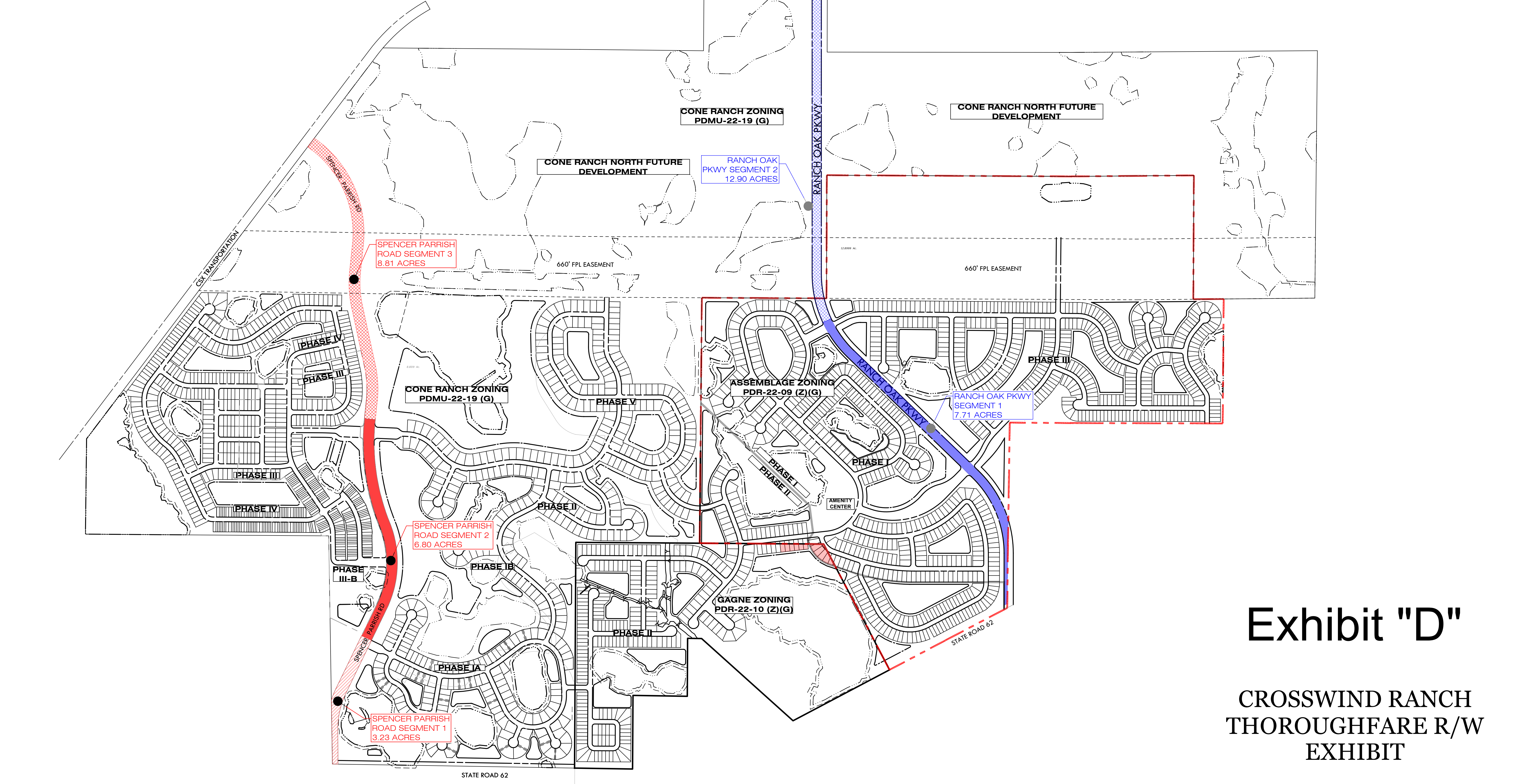
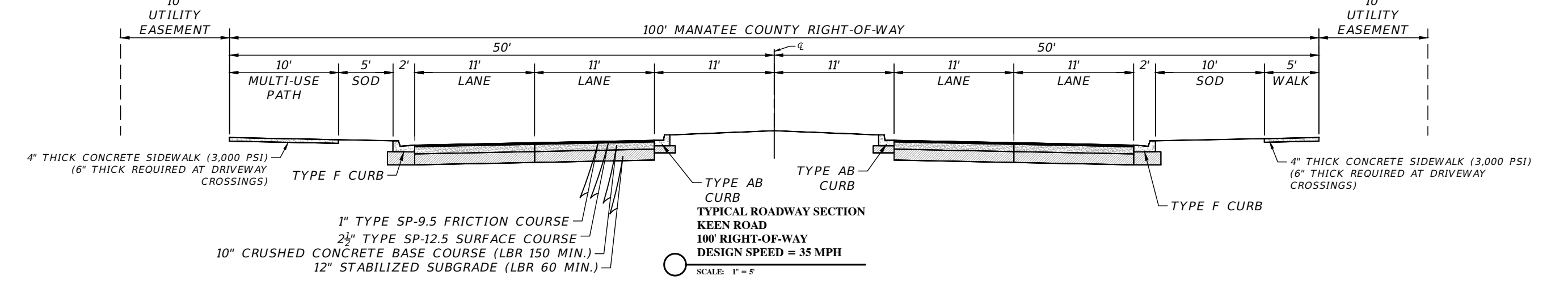
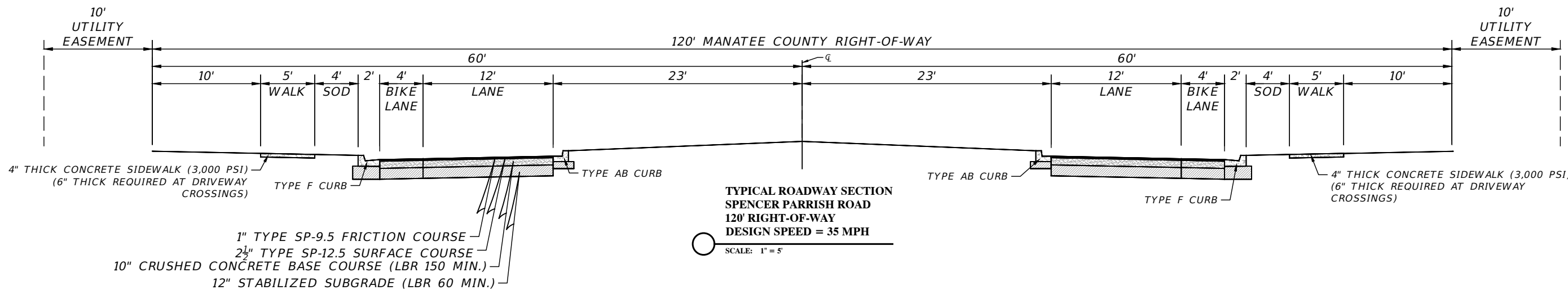
## CROSSWIND RANCH ZONING EXHIBIT

PREPARED BY:



Registered Business Number: RY28858  
3010 W Azelee 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
<b>TOTAL</b>				\$670,679.75
<b>COUNTY IMPACT FEES</b>				\$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
<b>TOTAL</b>				\$1,126,010.00
<b>COUNTY IMPACT FEES</b>				\$ 461,864.10 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
<b>TOTAL</b>				\$1,344,730.00
<b>ESTIMATED IMPACT FEE</b>				\$ 551,339.30 41%

Traffic Signal Cost SR 62 Spencer Parrish Road

<b>TOTAL</b>	\$850,000.00
<b>ESTIMATED IMPACT FEE</b>	\$850,000.00 100%

Spencer Parrish Road/SR 62 Intersection

UPDATE	
<b>TOTAL</b>	\$750,000.00
<b>ESTIMATED IMPACT FEE</b>	\$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) Description	Unit	Quantity	Unit Price	Total	Developer Elected (4-11' Lanes) Description	Unit	Quantity	Unit Price	Total
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	\$638,405.00	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
<b>TOTAL</b>				\$678,400.00	<b>TOTAL</b>				\$1,225,990.00	<b>TOTAL</b>				\$2,003,896.00
					Developer's Cost				\$678,400.00	Developer's Cost				\$1,188,308.00
					<b>ESTIMATED IMPACT FEE</b>				\$847,590.00	<b>ESTIMATED IMPACT FEE</b>				\$847,590.00
					<b>Credit Percentage of Total Cost</b>				55.44%	<b>Credit Percentage of Total Cost</b>				42.25%

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 2

Project Required Description	Unit	Quantity	Unit Price	Total	County Required Oversizing (2-16' Lanes) Description	Unit	Quantity	Unit Price	Total	Developer Elected (4-11' Lanes) 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
<b>TOTAL</b>				\$429,750.00	<b>TOTAL</b>				\$963,000.00	<b>TOTAL</b>				\$1,253,500.00
					Developer's Cost				\$429,750.00	Developer's Cost				\$720,250.00
					<b>ESTIMATED IMPACT FEE</b>				\$533,250.00	<b>ESTIMATED IMPACT FEE</b>				\$533,250.00
					<b>Credit Percentage of Total Cost</b>				55.37%	<b>Credit Percentage of Total Cost</b>				42.54%

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 3

Project Required Description	Unit	Quantity	Unit Price	Total	County Required Oversizing (2-16' Lanes) Description	Unit	Quantity	Unit Price	Total	Constructed (4-11' Lanes) Description	Unit	Quantity	Unit Price	Total
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
<b>TOTAL</b>				\$441,875.00	<b>TOTAL</b>				\$1,064,500.00	<b>TOTAL</b>				\$1,309,525.00
					Developer's Cost				\$441,875.00	Developer's Cost				\$746,900.00
					<b>ESTIMATED IMPACT FEE</b>				\$562,625.00	<b>ESTIMATED IMPACT FEE</b>				\$562,625.00
					<b>Credit Percentage of Total Cost</b>				56.01%	<b>Credit Percentage of Total Cost</b>				42.96%

Traffic Signal Cost SR 62 Ranch Oak Parkway

<b>TOTAL</b>	\$850,000.00
<b>ESTIMATED IMPACT FEE</b>	\$850,000.00

SR 62 Turn Lane Ranch Oak Parkway

Current FDOT Required Improvements	<b>TOTAL</b>	\$4,911,026.00
	<b>ESTIMATED IMPACT FEE</b>	\$4,911,026.00

Total Estimated Credits

Improvements	\$9,655,630.30
ROW	\$2,140,720.00
<b>Total</b>	\$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.

---

Elizabeth Bradburn

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

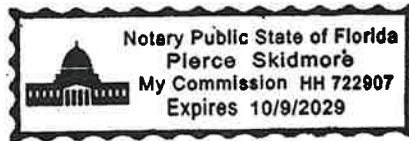
is personally known to me or  
 has produced \_\_\_\_\_ as identification.

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



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

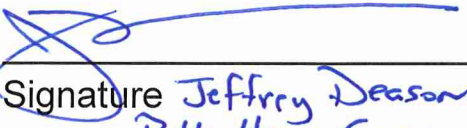
(Legibly print, type, or stamp commissioned name of Notary Public and affix  
official notary seal below.)



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

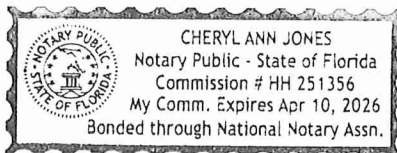
- is personally known to me or  
 has produced \_\_\_\_\_ as identification.

[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 24<sup>th</sup> day of February, 2026, by Matt O'Brien,  
who

- is personally known to me or  
 has produced \_\_\_\_\_ as identification.

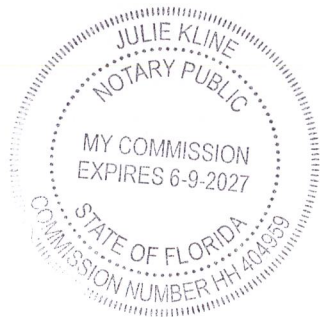
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION  
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

[Signature]

My Commission Expires: 6-9-27

Signature of Notary Public

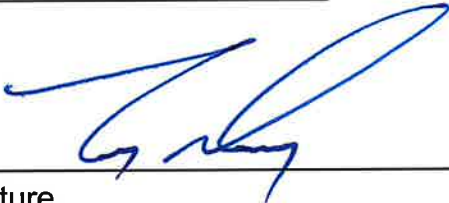
(Legibly print, type, or stamp commissioned name of Notary Public and affix  
official notary seal below.)



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 24<sup>th</sup> 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]

*J. Chattin*  
Signature of Notary Public

My Commission Expires: 5.31.2026

(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

**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 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 550<sup>th</sup> 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 1,346<sup>th</sup> 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.

(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 is 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

REVISED

**APPLICANT:**

**WITNESSES:**

**CROSSWIND RANCH DEVELOPMENT CORPORATION, a Florida corporation**

\_\_\_\_\_

By: \_\_\_\_\_

Print name:

\_\_\_\_\_

Print name:

**STATE OF FLORIDA  
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ 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)

REMOVED

\_\_\_\_\_

Signature of Notary Public

\_\_\_\_\_

Print Name of Notary Public

I am a Notary Public of the State of Florida  
And my commission expires on \_\_\_\_\_.

**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, 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 \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Address: \_\_\_\_\_  
\_\_\_\_\_

**CWR LAC CONE, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ 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)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
I am a Notary Public of the State of \_\_\_\_\_,  
and my commission expires on \_\_\_\_\_.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Witnesses:**

\_\_\_\_\_

(print name)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print name)

Address: \_\_\_\_\_

\_\_\_\_\_

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ 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)

REVISSED

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public of the State of \_\_\_\_\_,  
and my commission expires on \_\_\_\_\_.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Address: \_\_\_\_\_  
\_\_\_\_\_

**PULTE HOME COMPANY, LLC**, a  
limited liability company

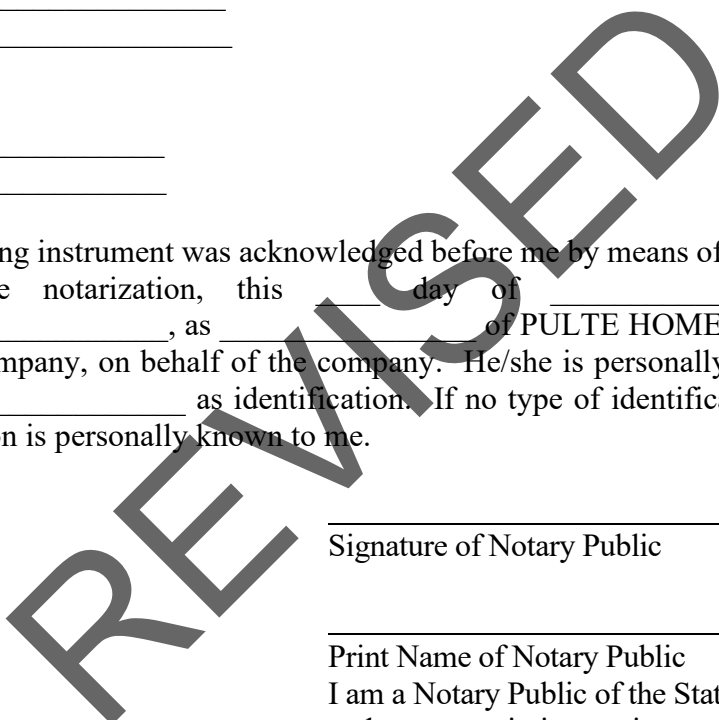
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its: \_\_\_\_\_

Address: 2662 S Falkenburg Rd, Riverview,  
FL 33578

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence  
or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ 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.

(Notary Seal)



\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public of the State of \_\_\_\_\_,  
and my commission expires on \_\_\_\_\_.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Address: \_\_\_\_\_

**JEN TAMPA 4, LLC**, a Florida limited liability company

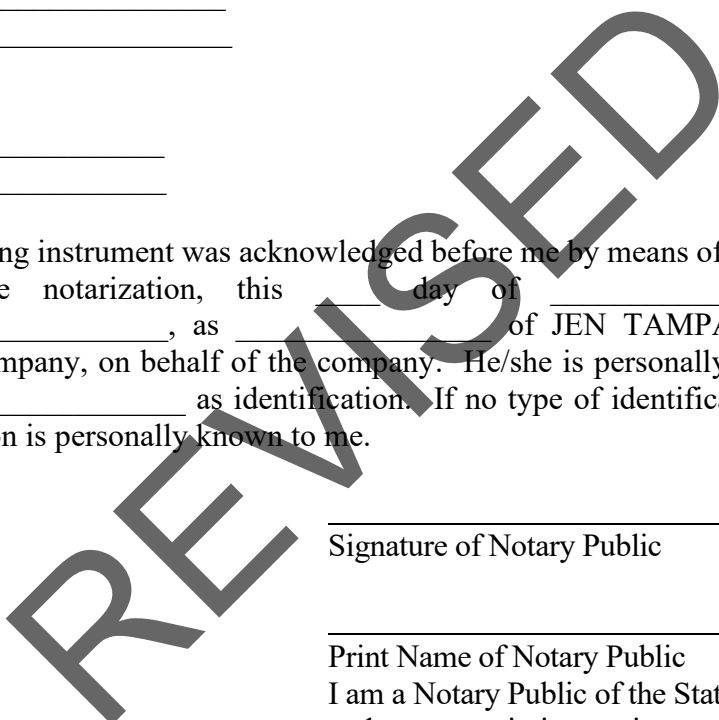
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ 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 of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public of the State of \_\_\_\_\_,  
and my commission expires on \_\_\_\_\_.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Witnesses:**

\_\_\_\_\_

(print name)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print name)

Address: \_\_\_\_\_

\_\_\_\_\_

**MATTAMY TAMPA/SARASOTA, LLC,**  
a limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As its: \_\_\_\_\_

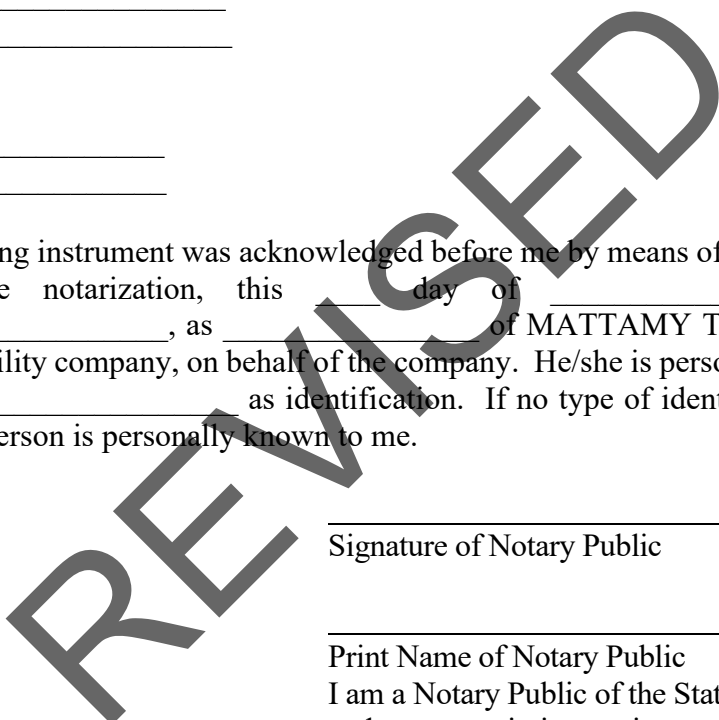
Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ 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)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public of the State of \_\_\_\_\_,  
and my commission expires on \_\_\_\_\_.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

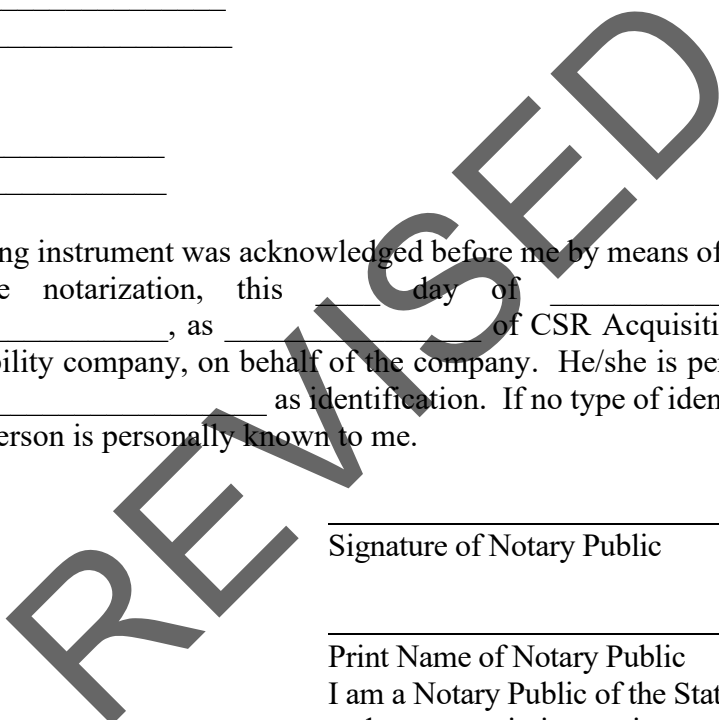
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of CSR 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)



\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
I am a Notary Public of the State of \_\_\_\_\_,  
and my commission expires on \_\_\_\_\_.

**MANATEE COUNTY GOVERNMENT  
BUILDING AND DEVELOPMENT SERVICES DEPARTMENT  
B-2 Affidavit of Ownership/Agent Authorization Affidavit**

Property Owner (Company or Individual) (Print): Crosswind Ranch Development Corporation, a Florida corporation

Mailing Address (Print): 4065 Crescent Park Drive Riverview, FL 33578

Officer's Name and Title (Print): Bruce Danielson, Director

Being first duly sworn, depose(s) and say(s):

1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit: see attached.

2. That this property constitutes the property for which a request for: Local Development Agreement is  
(Type of Application Approval Requested)

being applied for to Manatee County, Florida;

3. That the undersigned has (have) appointed and does (do) appoint Grimes Hawkins Gladfelter & Galvano, P.L. as

agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;

4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;

5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct.

[Signature]  
Owner's Signature/Print Title  
Bruce Danielson  
Owner's Signature/Print Title

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this October 6, 2025 by Bruce Danielson, Manager  
(Date) (Name of person acknowledging)

who is  personally known to me or who has produced  
(Type of identification)  
as identification.



[Signature]  
Signature of Notary Public – State of Florida  
(Print, Type or Stamp Commissioned Name Of Notary Public to the Left of Signature)

**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**

REVISED

## 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 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" West, 504.97 feet; thence North 59° 12' 54" East, 50.00 feet; thence North 00° 30' 49" West, 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 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", 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**

REVISED

## 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  $00^{\circ}19'08''$  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  $00^{\circ}19'08''$  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  $89^{\circ}36'28''$  East, 2691.06 feet to the Northeast corner thereof; thence South  $27^{\circ}40'48''$  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  $62^{\circ}10'34''$  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  $48^{\circ}01'59''$  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  $89^{\circ}04'25''$  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  $00^{\circ}19'08''$  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  $89^{\circ}04'25''$  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  $00^{\circ}19'07''$  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  $89^{\circ}04'25''$  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  $00^{\circ}19'08''$  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  $89^{\circ}04'25''$  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  $00^{\circ}19'08''$  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  $89^{\circ}04'25''$  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**

REVISED

**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**

REVISED

## 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 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" West, 504.97 feet; thence North 59° 12' 54" East, 50.00 feet; thence North 00° 30' 49" West, 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 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", 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**

REVISED

## 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  $00^{\circ}19'08''$  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  $00^{\circ}19'08''$  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  $89^{\circ}36'28''$  East, 2691.06 feet to the Northeast corner thereof; thence South  $27^{\circ}40'48''$  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

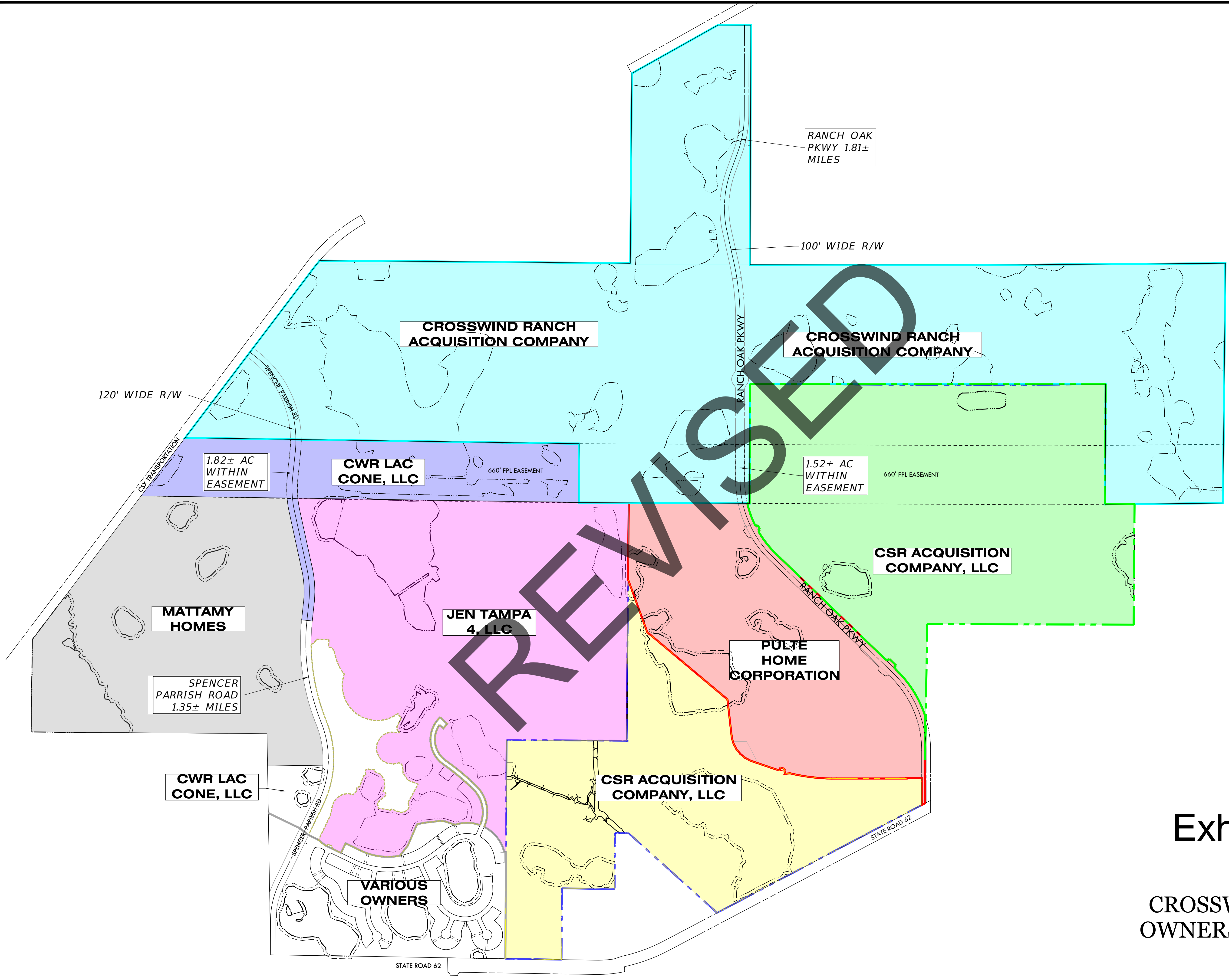
Right-of-Way Map Section 13060-2501 (120' right-of-way), as found monumented, South  $62^{\circ}10'34''$  West, 1185.47 feet to the Southeasterly corner of that certain parcel of land described in Official Records Book 1920, page 4101, of the public records of Manatee County, Florida; thence along the 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  $48^{\circ}01'59''$  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  $89^{\circ}04'25''$  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  $00^{\circ}19'08''$  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  $89^{\circ}04'25''$  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  $00^{\circ}19'07''$  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  $89^{\circ}04'25''$  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  $00^{\circ}19'08''$  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  $89^{\circ}04'25''$  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  $00^{\circ}19'08''$  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  $89^{\circ}04'25''$  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.

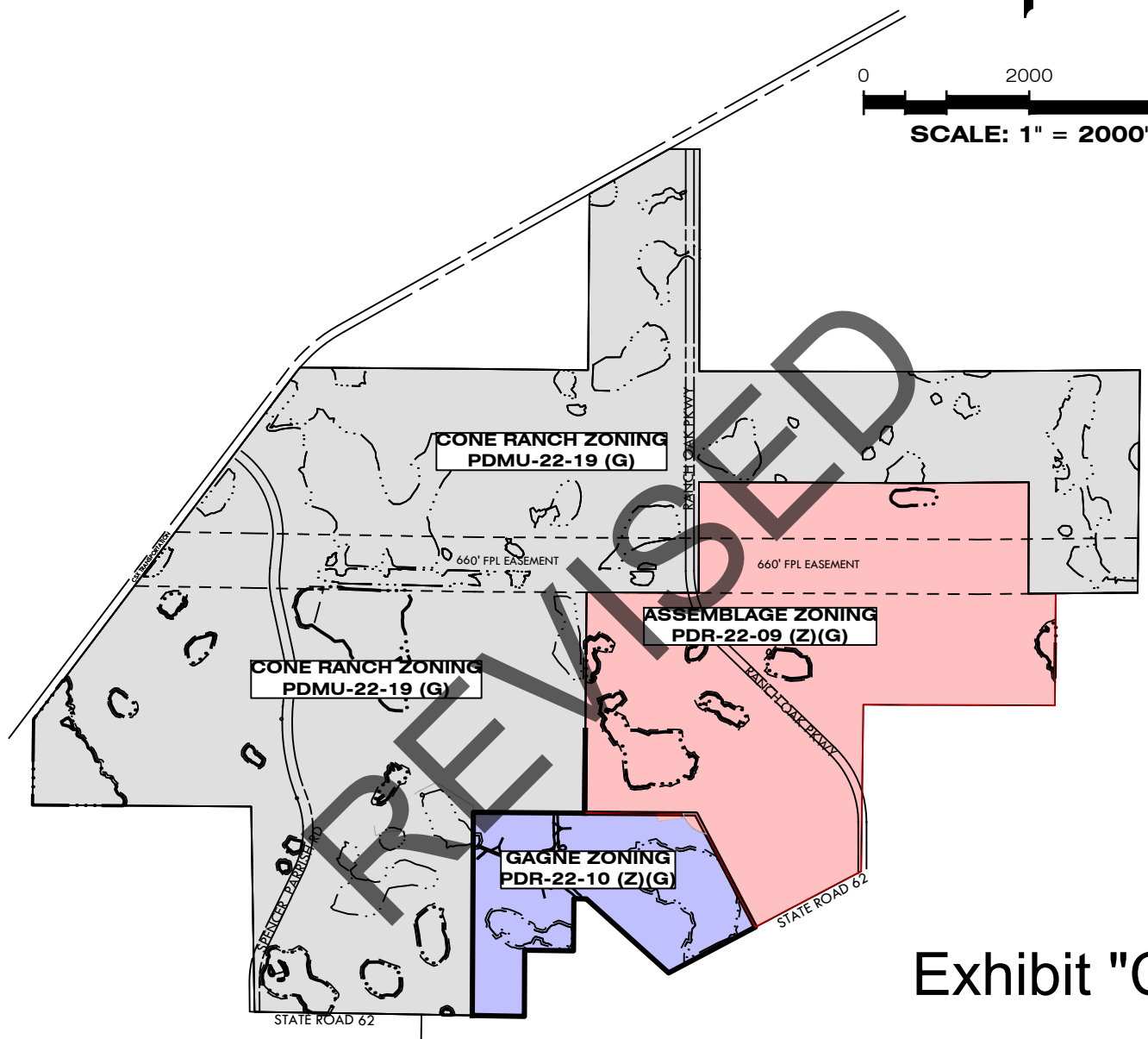
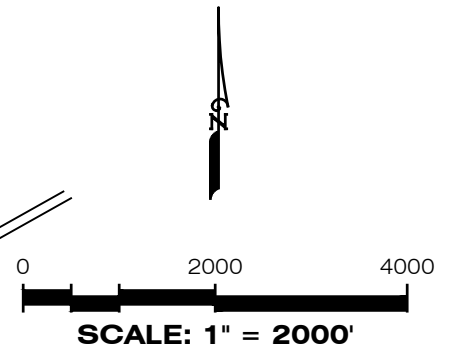
**LESS LOTS, TRACTS AND/OR PARCELS SOLD AND/OR TRANSFERRED THROUGHOUT THE REGULAR COURSE OF DEVELOPMENT**

REVISED



# Exhibit "B"

## CROSSWIND RANCH OWNERSHIP EXHIBIT



# Exhibit "C"

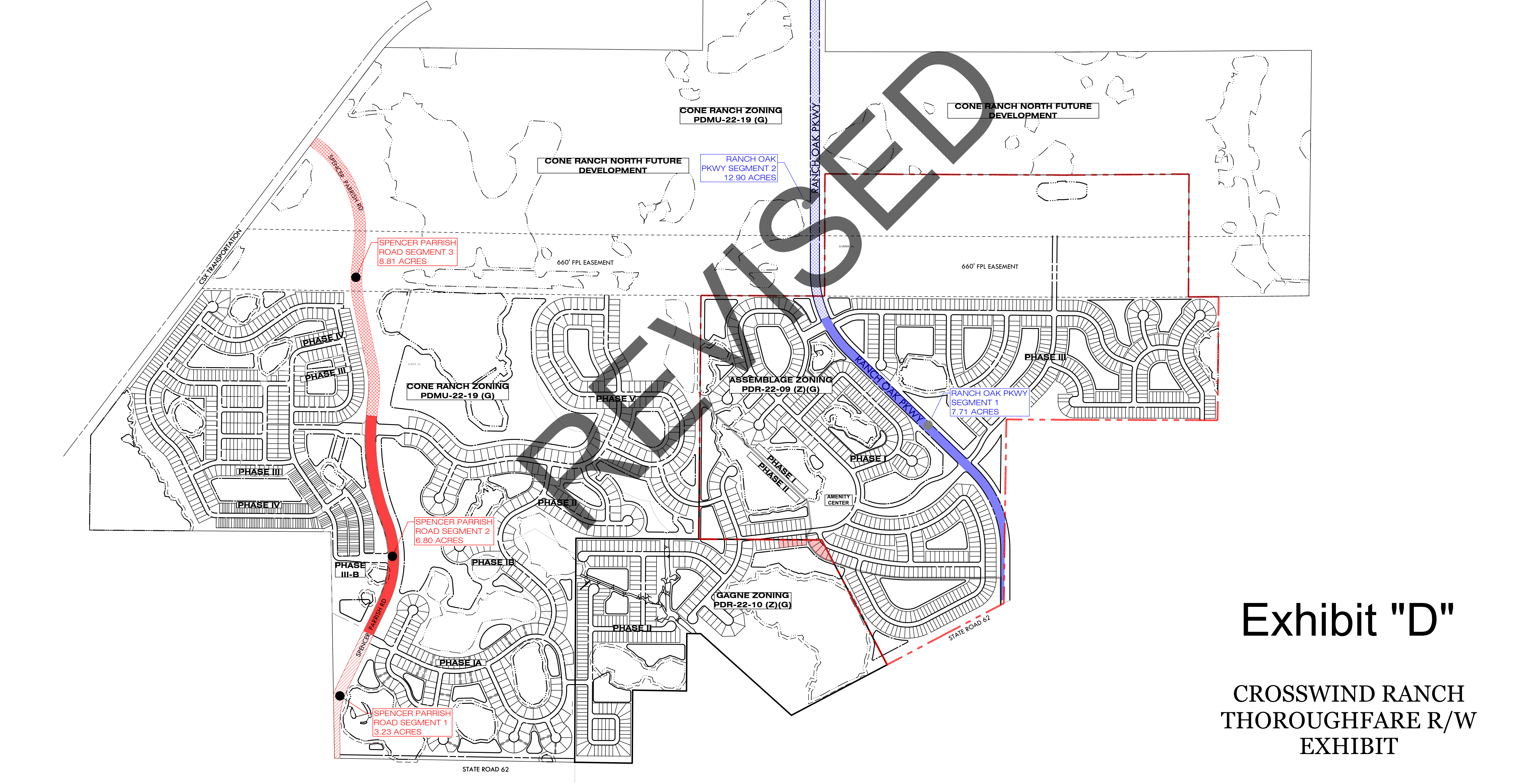
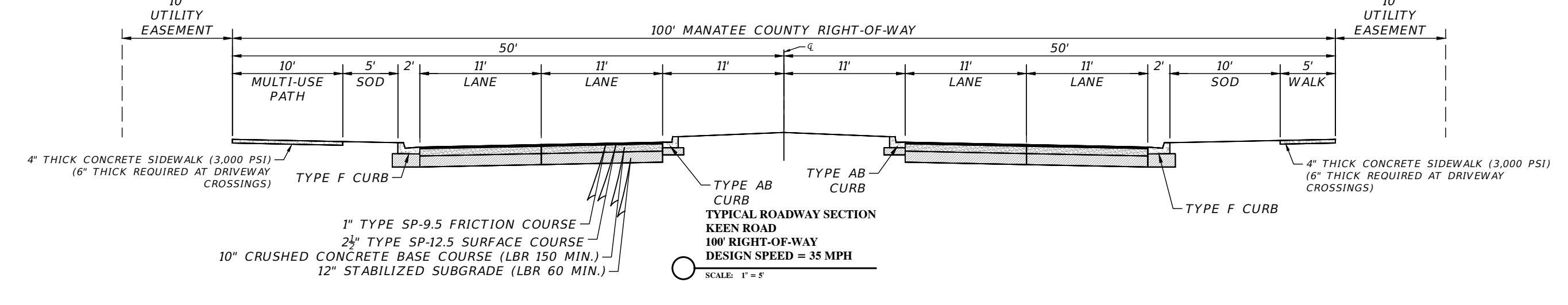
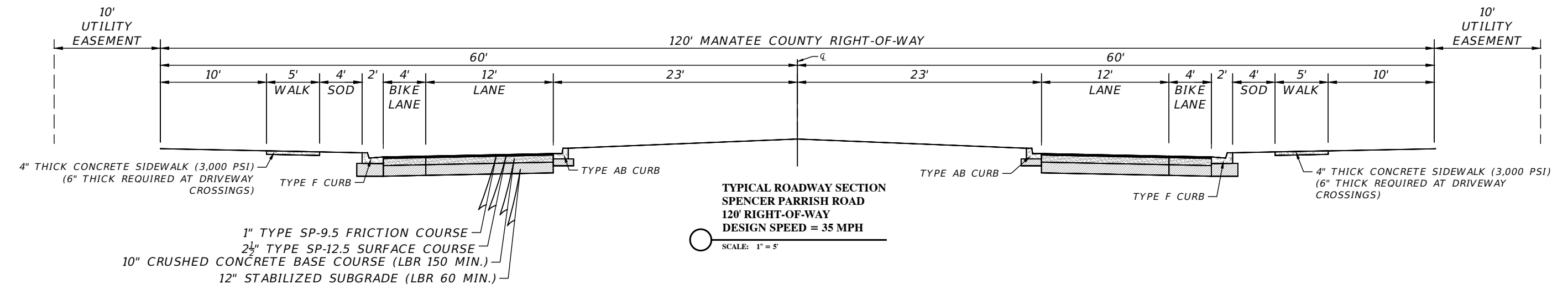
## CROSSWIND RANCH ZONING EXHIBIT

PREPARED BY:



Registered Business Number: RY28858  
3010 W Azelee 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
<b>TOTAL</b>				\$670,679.75
<b>COUNTY IMPACT FEES</b>				\$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
<b>TOTAL</b>				\$1,126,010.00
<b>COUNTY IMPACT FEES</b>				\$ 461,864.10 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
<b>TOTAL</b>				\$1,344,730.00
<b>ESTIMATED IMPACT FEE</b>				\$51,339.32 41%

Traffic Signal Cost SR 62 Spencer Parrish Road

<b>TOTAL</b>	\$850,000.00
<b>ESTIMATED IMPACT FEE</b>	\$850,000.00 100%

Spencer Parrish Road/SR 62 Intersection

<b>TOTAL</b>	\$750,000.00
<b>ESTIMATED IMPACT FEE</b>	\$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) Description	Unit	Quantity	Unit Price	Total	Developer Elected (4-11' Lanes) Description	Unit	Quantity	Unit Price	Total
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	\$638,405.00	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
<b>TOTAL</b>				\$678,400.00	<b>TOTAL</b>				\$1,225,990.00	<b>TOTAL</b>				\$2,003,896.00
					Developer's Cost				\$678,400.00	Developer's Cost				\$1,168,308.00
					<b>ESTIMATED IMPACT FEE</b>				\$847,590.00	<b>ESTIMATED IMPACT FEE</b>				\$847,590.00
					<b>Credit Percentage of Total Cost</b>				55.44%	<b>Credit Percentage of Total Cost</b>				42.25%

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 2

Project Required Description	Unit	Quantity	Unit Price	Total	County Required Oversizing (2-16' Lanes) Description	Unit	Quantity	Unit Price	Total	Developer Elected (4-11' Lanes) 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
<b>TOTAL</b>				\$429,750.00	<b>TOTAL</b>				\$963,000.00	<b>TOTAL</b>				\$1,253,500.00
					Developer's Cost				\$429,750.00	Developer's Cost				\$720,250.00
					<b>ESTIMATED IMPACT FEE</b>				\$533,250.00	<b>ESTIMATED IMPACT FEE</b>				\$533,250.00
					<b>Credit Percentage of Total Cost</b>				55.37%	<b>Credit Percentage of Total Cost</b>				42.54%

ROADWAY IMPROVEMENTS RANCH OAK PARKWAY SEGMENT 3

Project Required Description	Unit	Quantity	Unit Price	Total	County Required Oversizing (2-16' Lanes) Description	Unit	Quantity	Unit Price	Total	Constructed (4-11' Lanes) Description	Unit	Quantity	Unit Price	Total
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
<b>TOTAL</b>				\$441,875.00	<b>TOTAL</b>				\$1,004,500.00	<b>TOTAL</b>				\$1,309,525.00
					Developer's Cost				\$441,875.00	Developer's Cost				\$746,900.00
					<b>ESTIMATED IMPACT FEE</b>				\$562,625.00	<b>ESTIMATED IMPACT FEE</b>				\$562,625.00
					<b>Credit Percentage of Total Cost</b>				56.01%	<b>Credit Percentage of Total Cost</b>				42.96%

Traffic Signal Cost SR 62 Ranch Oak Parkway

<b>TOTAL</b>	\$850,000.00
<b>ESTIMATED IMPACT FEE</b>	\$850,000.00

SR 62 Turn Lane Ranch Oak Parkway

Current FDOT Required Improvements	<b>TOTAL</b>	\$4,911,026.00
	<b>ESTIMATED IMPACT FEE</b>	\$4,911,026.00

Total Estimated Credits

Improvements	\$9,655,630.30
ROW	\$2,140,720.00
<b>Total</b>	\$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 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.)



REVISED

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.

\_\_\_\_\_  
Elizabeth Bradburn

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.)



REVISED

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 **CSR 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]

  
Signature of Notary Public

My Commission Expires: 10/9/2029

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



REVISED

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]



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.)



REVISED

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.

RECEIVED

  
\_\_\_\_\_  
Signature

STATE OF FLORIDA  
COUNTY OF MANATEE

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

- physical presence or
- online notarization

this 24<sup>th</sup> day of February, 2026, by Matt O'Brien,  
who

- is personally known to me or  
 has produced \_\_\_\_\_ as identification.

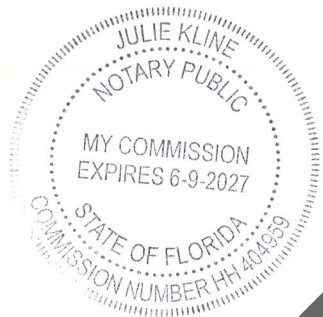
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION  
REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

[Signature]

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.)



REVISED

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 24<sup>th</sup> day of February, 2026, by Timothy Murray, who is personally known to me.

\_\_\_\_\_



Signature of Notary Public

My Commission Expires: 12/3/2027

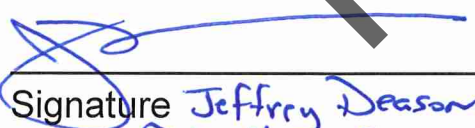
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



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

Before me, the undersigned authority, personally appeared 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

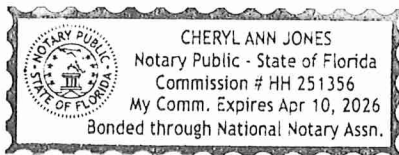
- is personally known to me or  
 has produced \_\_\_\_\_ as identification.

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

Cheryl Ann Jones  
Signature of Notary Public

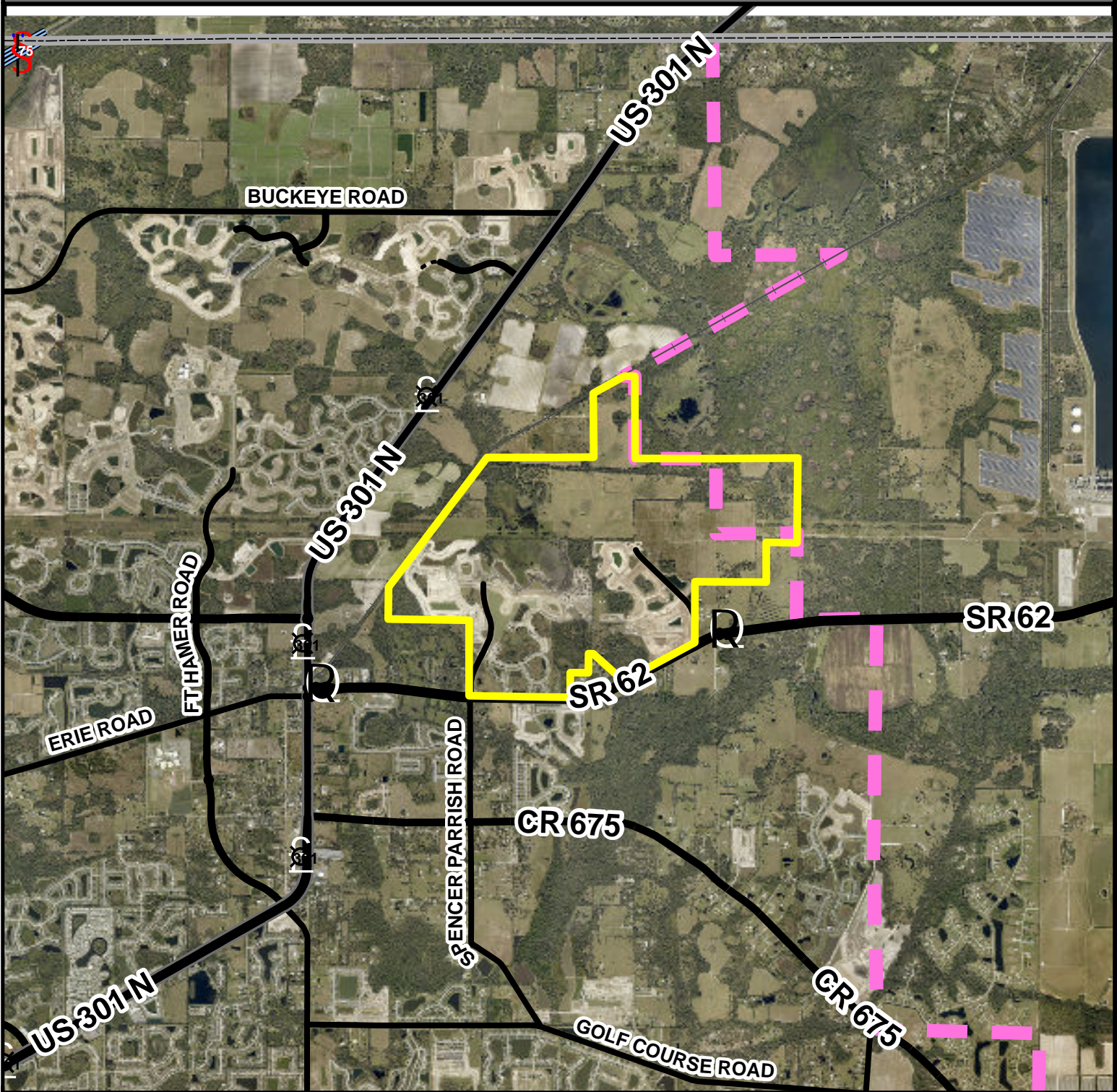
My Commission Expires: APRIL 10, 2026

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



REVISED

# AERIAL



Parcel ID #(s) Multiple

Project Name: Crosswind Ranch LDA

Project #: LDA-24-02

Accela #: PLN2404-0112

FDAB

S/T/R: 21 33S 19E

Acreage: 1,740.30

Existing Zoning: PD-MU, PD-R, A

Existing FLU: UF-3, P/SP-1

Overlays: NONE

Special Areas: NONE

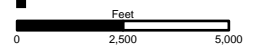
CHH: N

Watershed: NONE

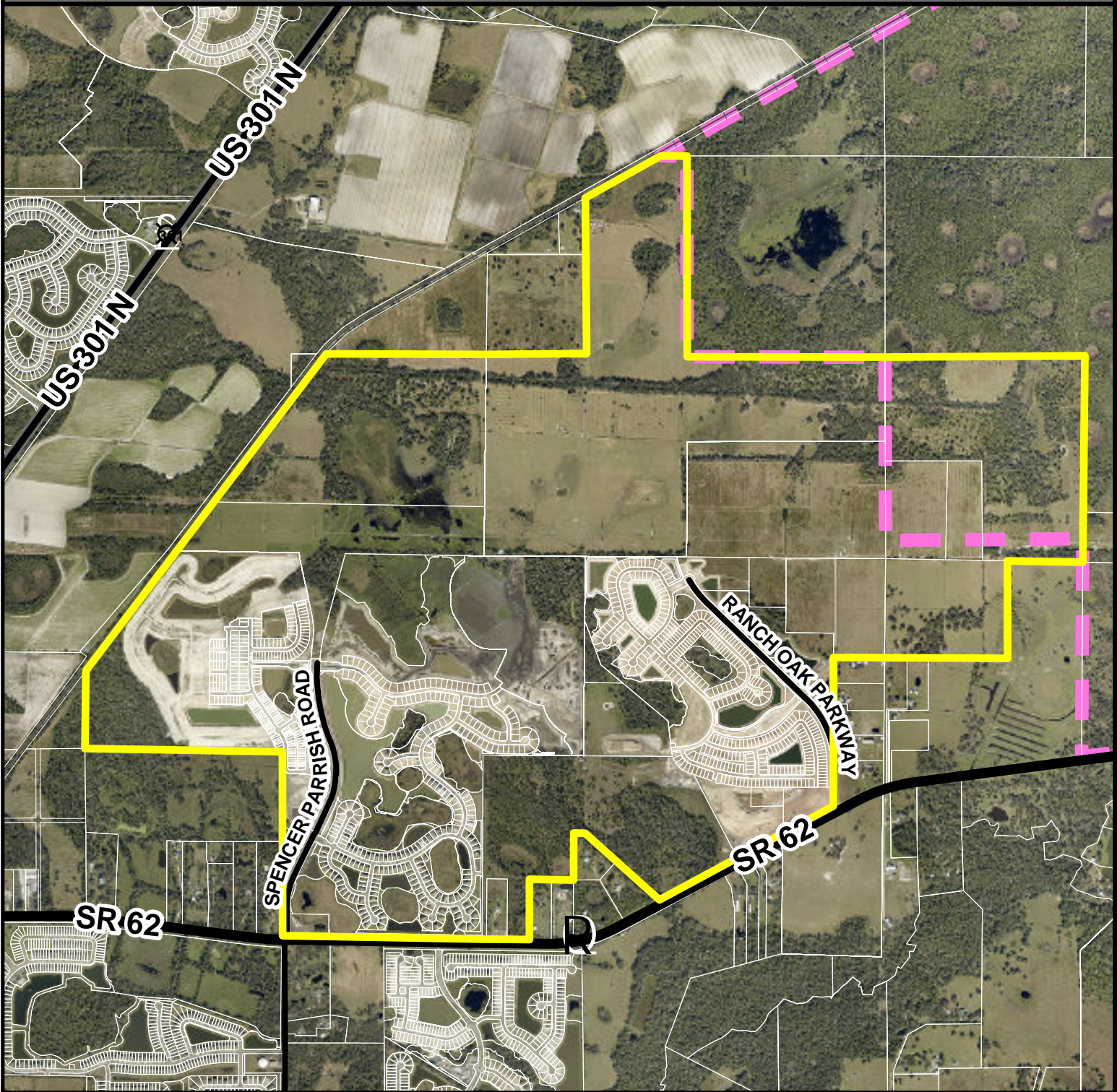
Drainage Basin: GAMBLE CREEK SINK

Commissioner: Vacant

Manatee County  
Staff Report Map  
Map Prepared 3 / 2026



# AERIAL



Parcel ID #(s) Multiple

Project Name: Crosswind Ranch LDA

Project #: LDA-24-02

Accela #: PLN2404-0112

FDAB

S/T/R: 21 33S 19E

Acreage: 1,740.30

Existing Zoning: PD-MU, PD-R, A

Existing FLU: UF-3, P/SP-1

Overlays: NONE

Special Areas: NONE

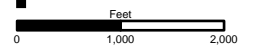
CHH: N

Watershed: NONE

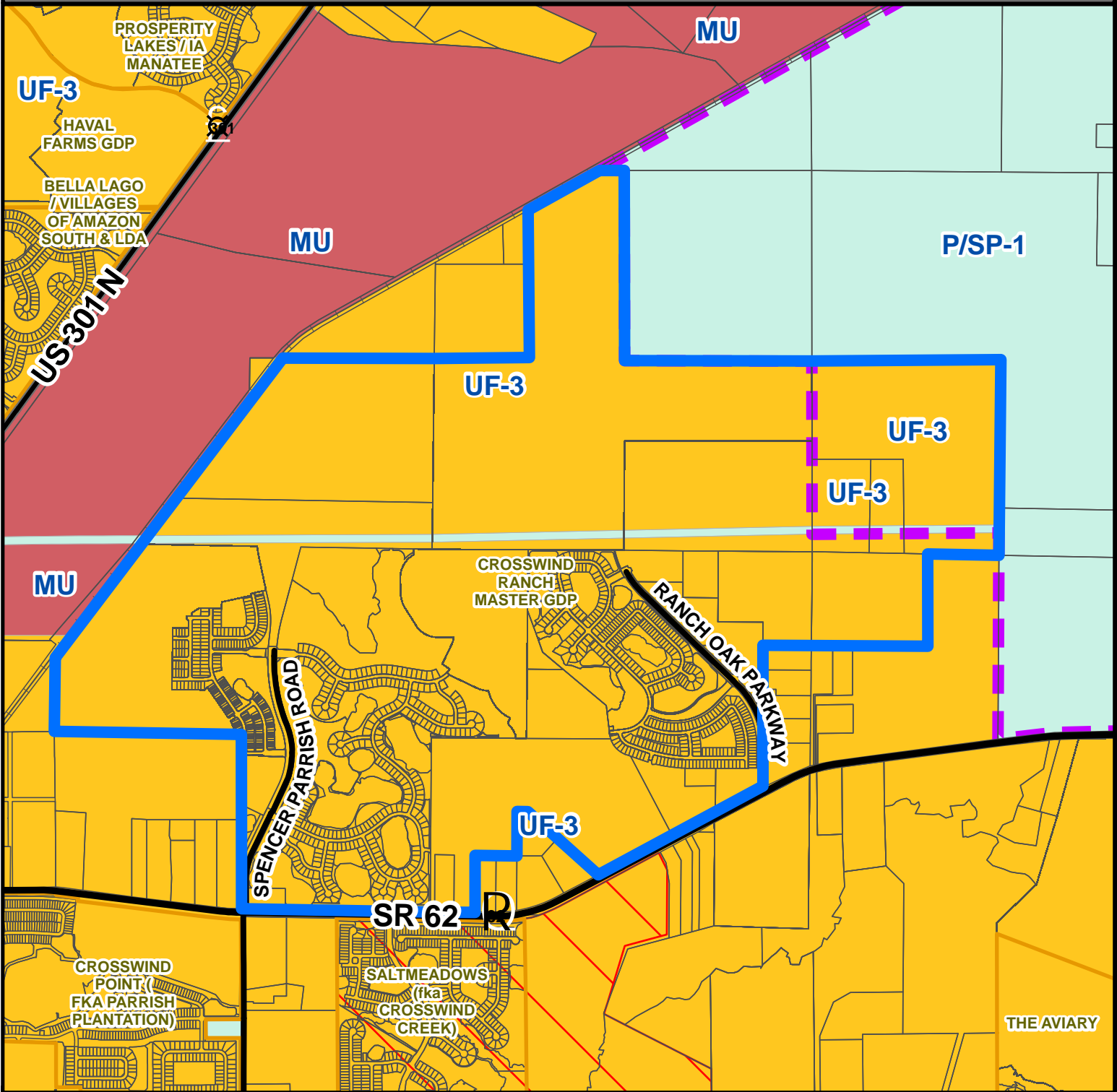
Drainage Basin: GAMBLE CREEK SINK

Commissioner: Vacant

Manatee County  
Staff Report Map  
Map Prepared 3 / 2026



# FUTURE LAND USE



Parcel ID #(s) Multiple

Project Name: Crosswind Ranch LDA

Project #: LDA-24-02

Accela #: PLN2404-0112

FDAB

S/T/R: 21 33S 19E

Acreage: 1,740.30

Existing Zoning: PD-MU, PD-R, A

Existing FLU: UF-3, P/SP-1

Overlays: NONE

Special Areas: NONE

CHH: N

Watershed: NONE

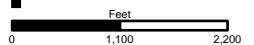
Drainage Basin: GAMBLE CREEK SINK

Commissioner: Vacant

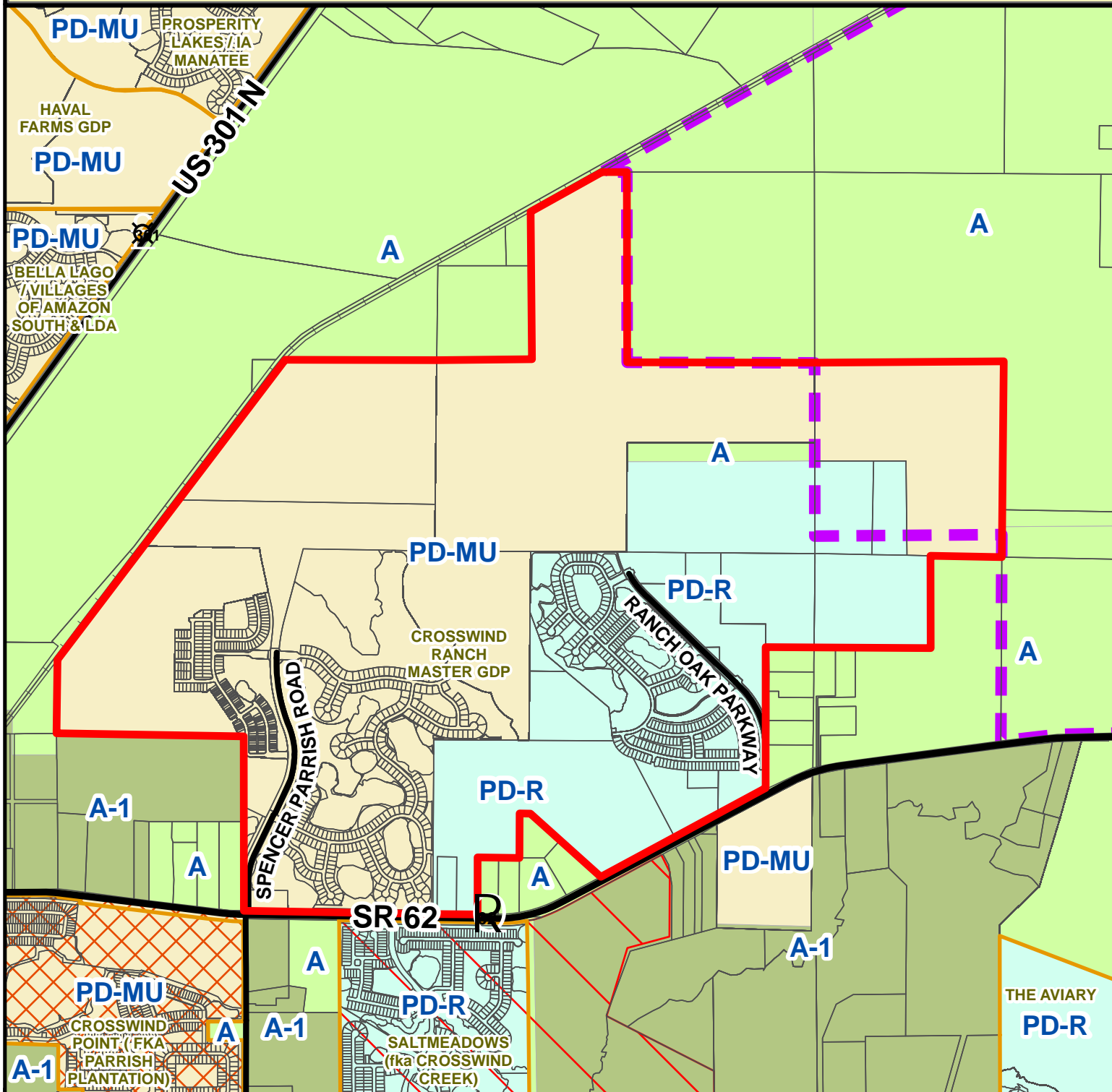
Manatee County

Staff Report Map

Map Prepared 3 / 2026



# ZONING



Parcel ID #(s) Multiple

Project Name: Crosswind Ranch LDA

Project #: LDA-24-02

Accela #: PLN2404-0112

FDAB

S/T/R: 21 33S 19E

Acreage: 1,740.30

Existing Zoning: PD-MU, PD-R, A

Existing FLU: UF-3, P/SP-1

Overlays: NONE

Special Areas: NONE

CHH: N

Watershed: NONE

Drainage Basin: GAMBLE CREEK SINK

Commissioner: Vacant



# Public Comment

Submitted On: Apr 22, 2026, 08:25PM EDT

Manatee County Government

<b>Full Name</b>	<b>First Name:</b> GLEN GADFLY <b>Last Name:</b> GIBELLINA
<b>Email</b>	Glengibellina@gmail.com
<b>Which meeting is this public comment for? (Please select date of meeting)</b>	April 23, 2026
<b>Topic/Agenda Item</b>	Approval and Execution of LDA-24-02 – Local Development Agreement for Crosswind Ranch LDA - PLN2404-0112 - Quasi-Judicial- District 1
<b>Comment</b>	<p>RE: OBJECTION TO THE CROSSWINDS RANCH LOCAL DEVELOPMENT AGREEMENT</p> <p>To the Board of County Commissioners:</p> <p>I am writing to express my firm opposition to the proposed Local Development Agreement (LDA) for the Crosswinds Ranch project. While this agreement seeks to outline the "proportionate share" of thoroughfare improvements, it fails to address the fundamental reality that Manatee County—and specifically the Parrish community—can no longer sustain this level of uncontrolled, rapid expansion.</p> <p>Our infrastructure is not just lagging; it is in a state of failure. We are currently facing three critical deficits that this LDA does not adequately resolve:</p> <p>Water Scarcity: We are running out of water. Approving a project of this magnitude—encompassing over 3,600 residential units—without a proven, long-term surplus of potable water is irresponsible.</p> <p>Wastewater Capacity: Our wastewater systems are already strained to the breaking point. Adding thousands of new households to an overburdened network invites environmental and public health risks that the current taxpayers will be forced to remediate.</p> <p>Transportation &amp; Roadway Gridlock: The "Thoroughfare Improvements" mentioned in this agreement are a reactive bandage on a systemic wound. Allowing an applicant to "design and construct" their way out of ATS Fees does not change the fact that our local roads are already failing to meet current demand.</p> <p>The Reality of the Numbers</p> <p>The scale of this development is staggering. Between the three individual zoning approvals (PDR-22-10, PDR-22-09, and PDMU-06-102), we are looking at a massive influx of residents on a 1,740-acre site.</p> <p>Granting credits against ATS Fees in exchange for right-of-way and road construction creates a deficit in the very funds needed to manage the broader regional impacts of this growth. We are effectively trading our long-term stability for immediate, high-density residential rooftops.</p> <p>Conclusion</p> <p>Approval of this LDA signals to the residents of Manatee County that developer timelines take priority over infrastructure reality. I urge this Board to deny the agreement and place a moratorium on approvals of this scale until a comprehensive, transparent audit of our water and wastewater capacity proves we can handle the load.</p> <p>We need a change in how we manage our land, or we will leave the next generation with a community that is functionally broken.</p> <p>FOR THE RECORD GADFLY</p>

# CROSSWIND RANCH LOCAL DEVELOPMENT AGREEMENT

LDA-24-02

BOARD OF COUNTY COMMISSIONERS

2<sup>nd</sup> Public Hearing

# PROJECT TEAM

❖ **Applicant:**

Crosswind Ranch Development Corporation

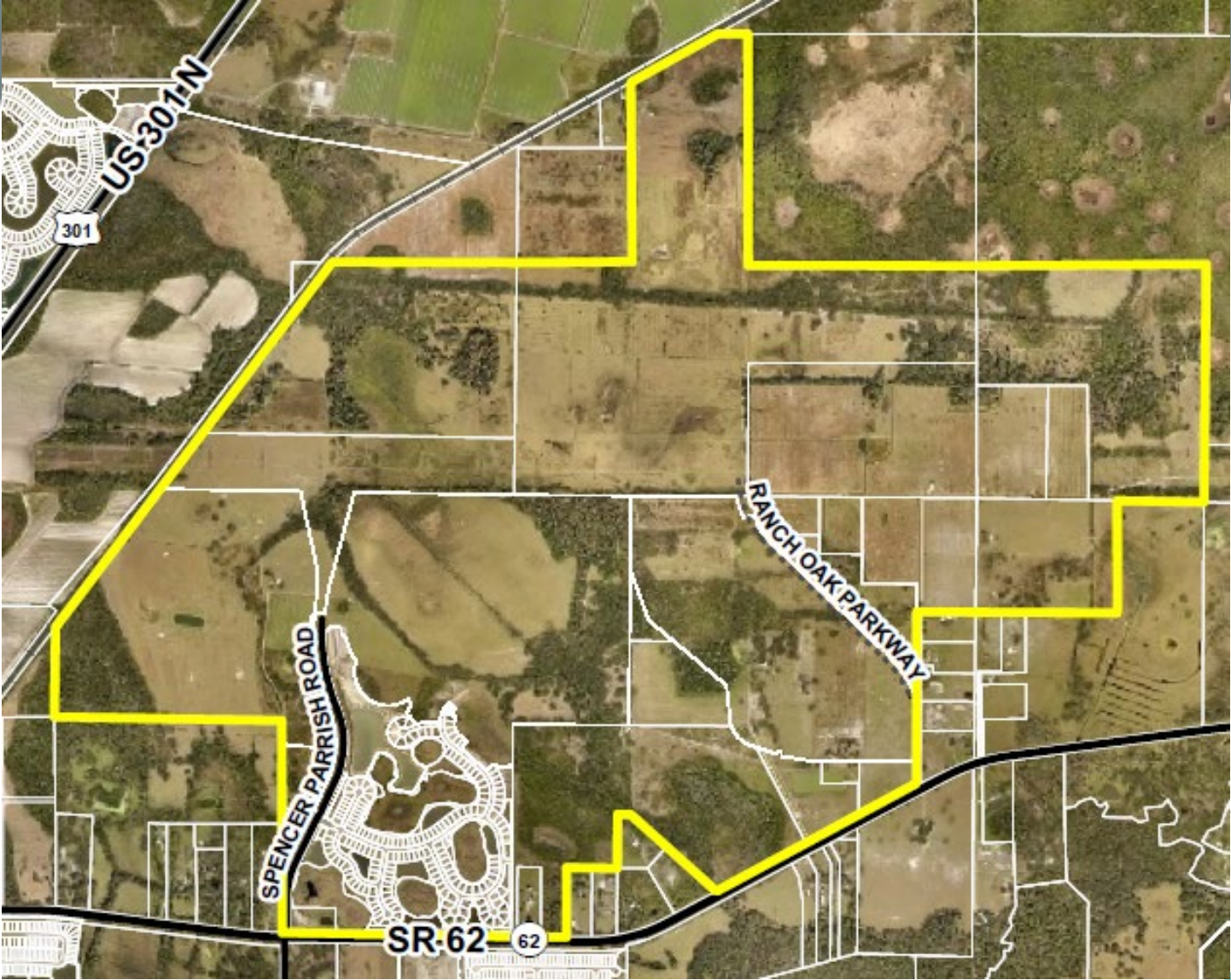
❖ **Land Use Attorney:**

Kyle W. Grimes, Esq.- Grimes Hawkins Gladfelter & Galvano, P.L.

❖ **Engineer:**

Chris Fisher, P.E. - Clearview Land Design, P.L.

# PROJECT LOCATION



# Project Zoning Map

EXHIBIT C OF LDA

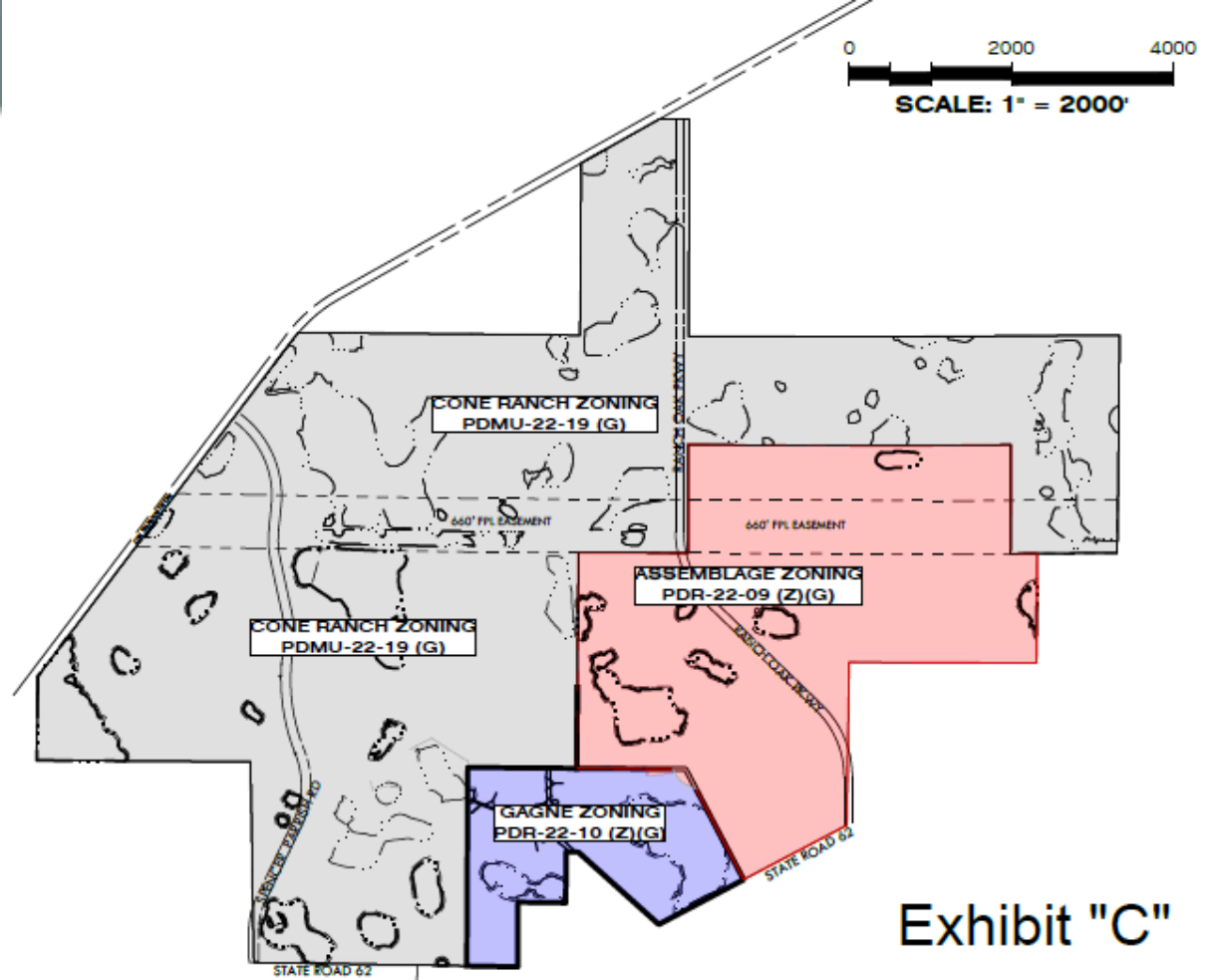
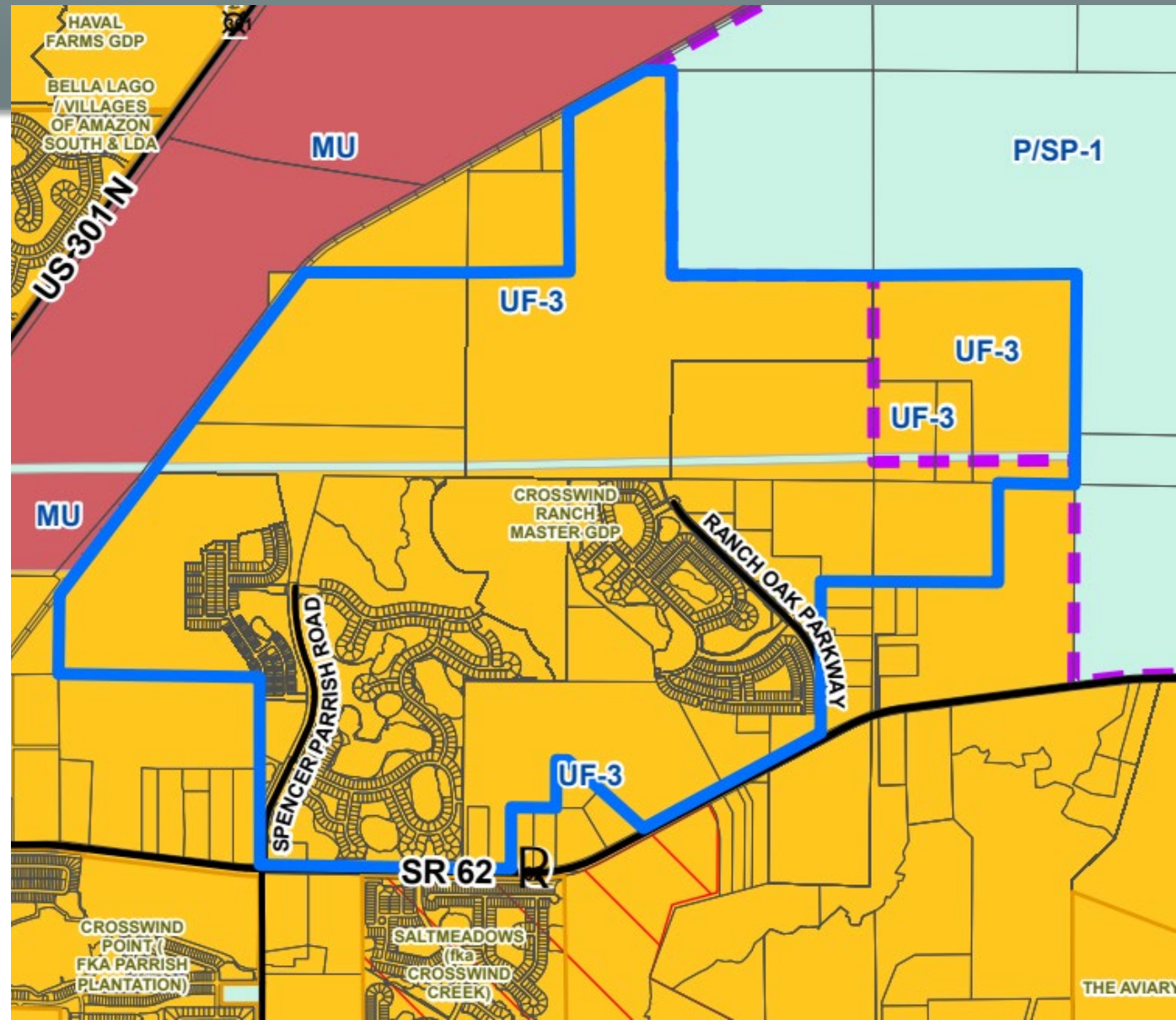


Exhibit "C"  
CROSSWIND  
RANCH  
ZONING  
EXHIBIT

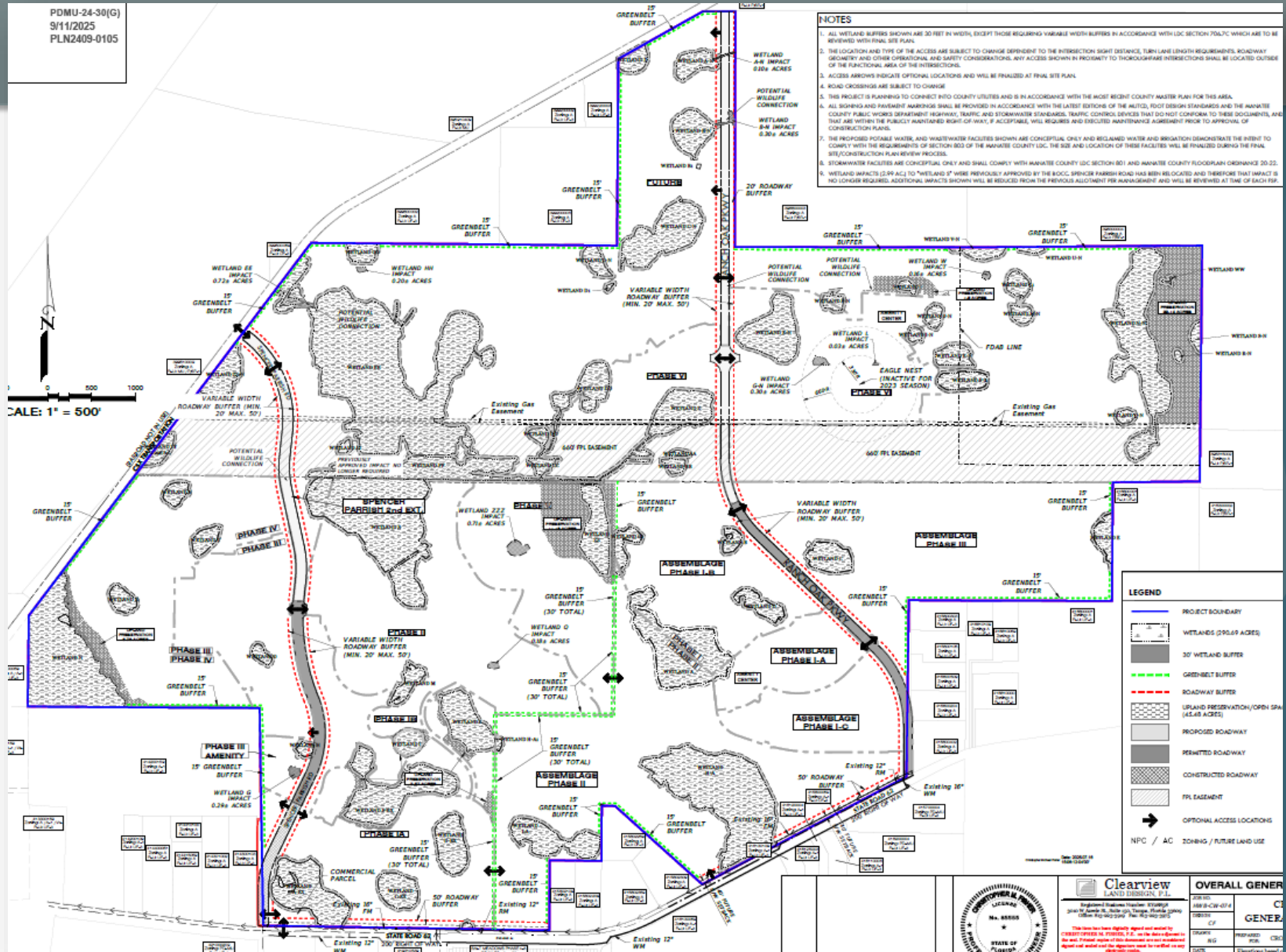
# Application of Policy 2.1.2.8.

STAFF MAP



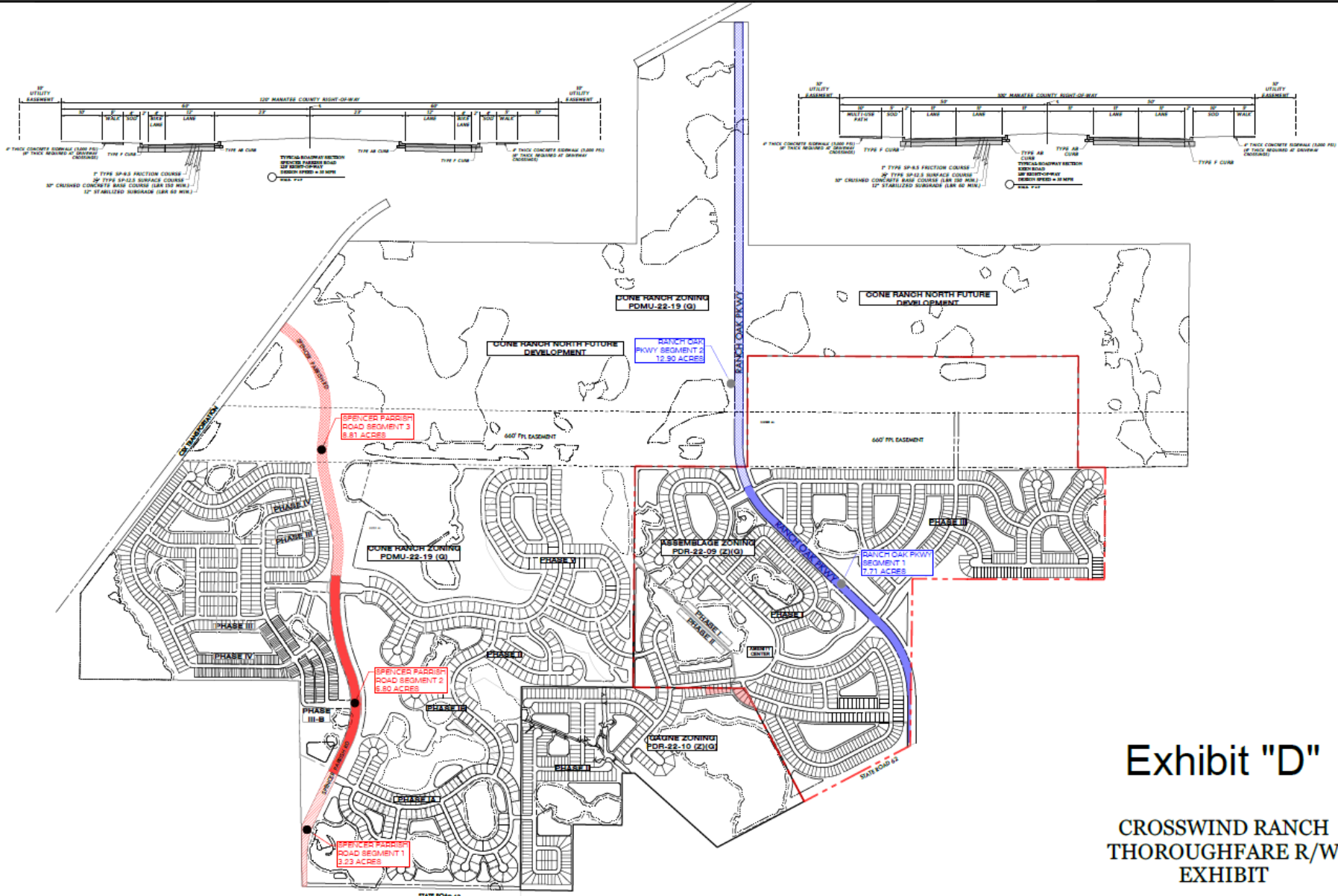
# GENERAL DEVELOPMENT PLAN

PLN2409-0105



# THOROUGHFARE IMPROVEMENTS

## EXHIBIT D OF LDA



# ANTICIPATED ATS FEES vs ATS FEE CREDIT

- ▶ **Anticipated ATS Fees For Project**
  - ▶ \$64,000,000+/- Based on Ordinance No. 25-15
- ▶ **Total Anticipated ATS Fee Credit: \$11,996,550.30**
  - ▶ **Credit for Roadway Construction: \$9,855,830**
    - ▶ Spencer Parrish Road
    - ▶ Ranch Oak Parkway
    - ▶ SR62 @ Ranch Oak Parkway Improvements
  - ▶ **Credit for Right of Way: \$2,140,720**

# **Crosswinds Ranch Local Development Agreement (LDA)**

**LDA-24-02  
PLN2404-0112**

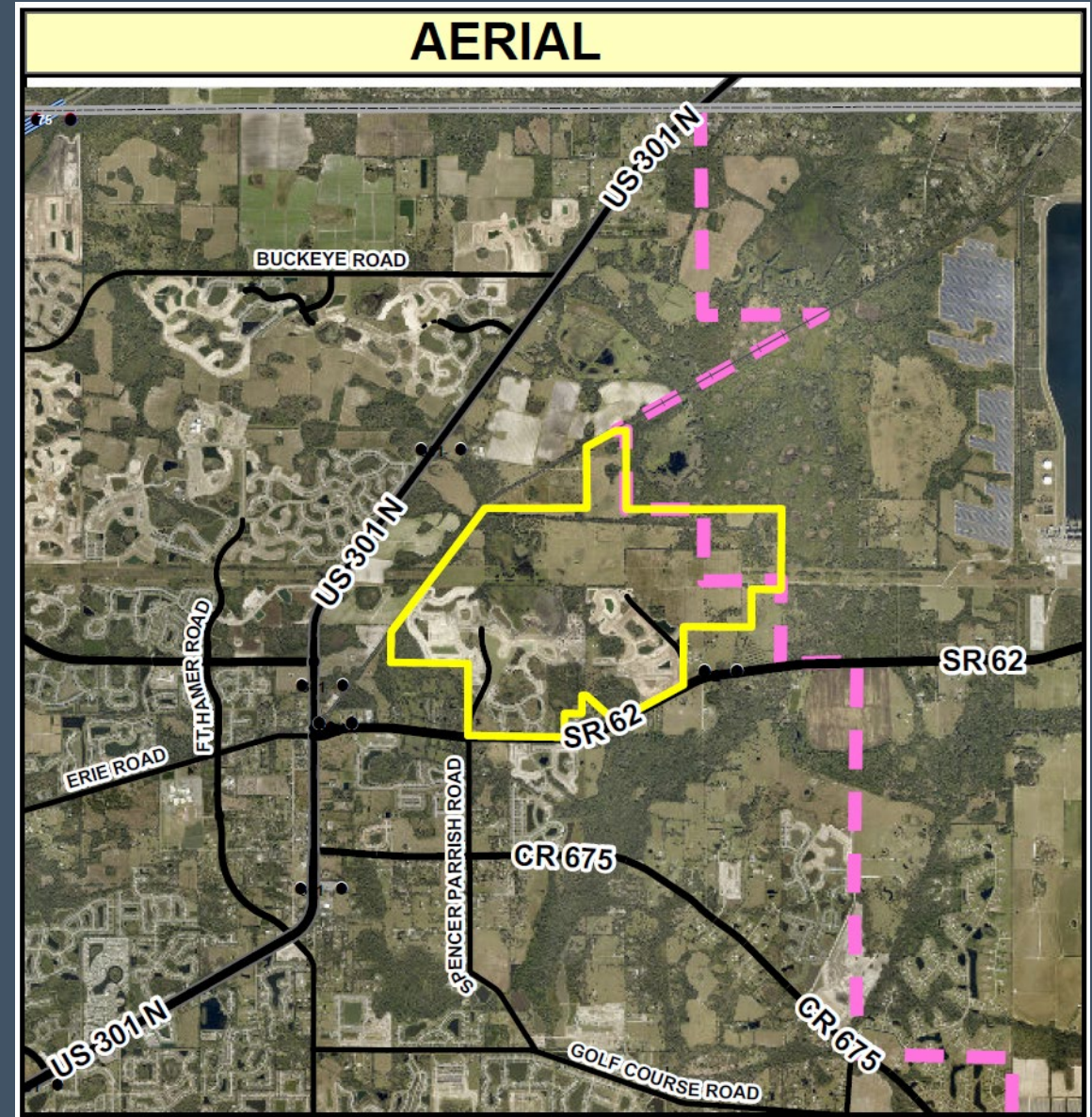


**Rachel W. Layton, AICP  
Division Manager/Impact Fee Administrator  
Board of County Commissioners**

**March 5, 2026**

# Location

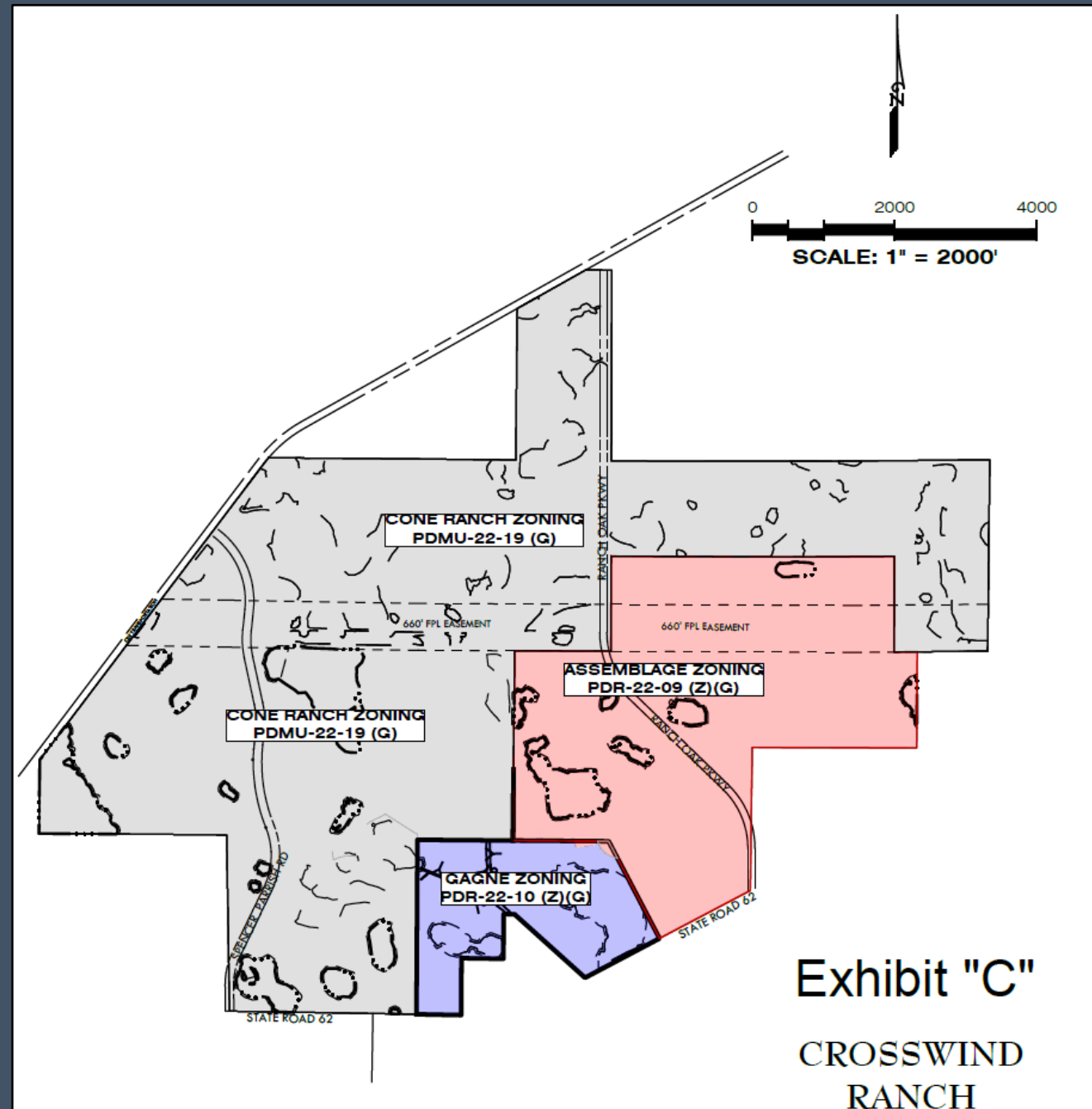
- Crosswind Ranch is a 1740-acre Planned Development Residential project, which is generally located North of SR 62 and East of US 301.
- Portions of the project are past the FDAB



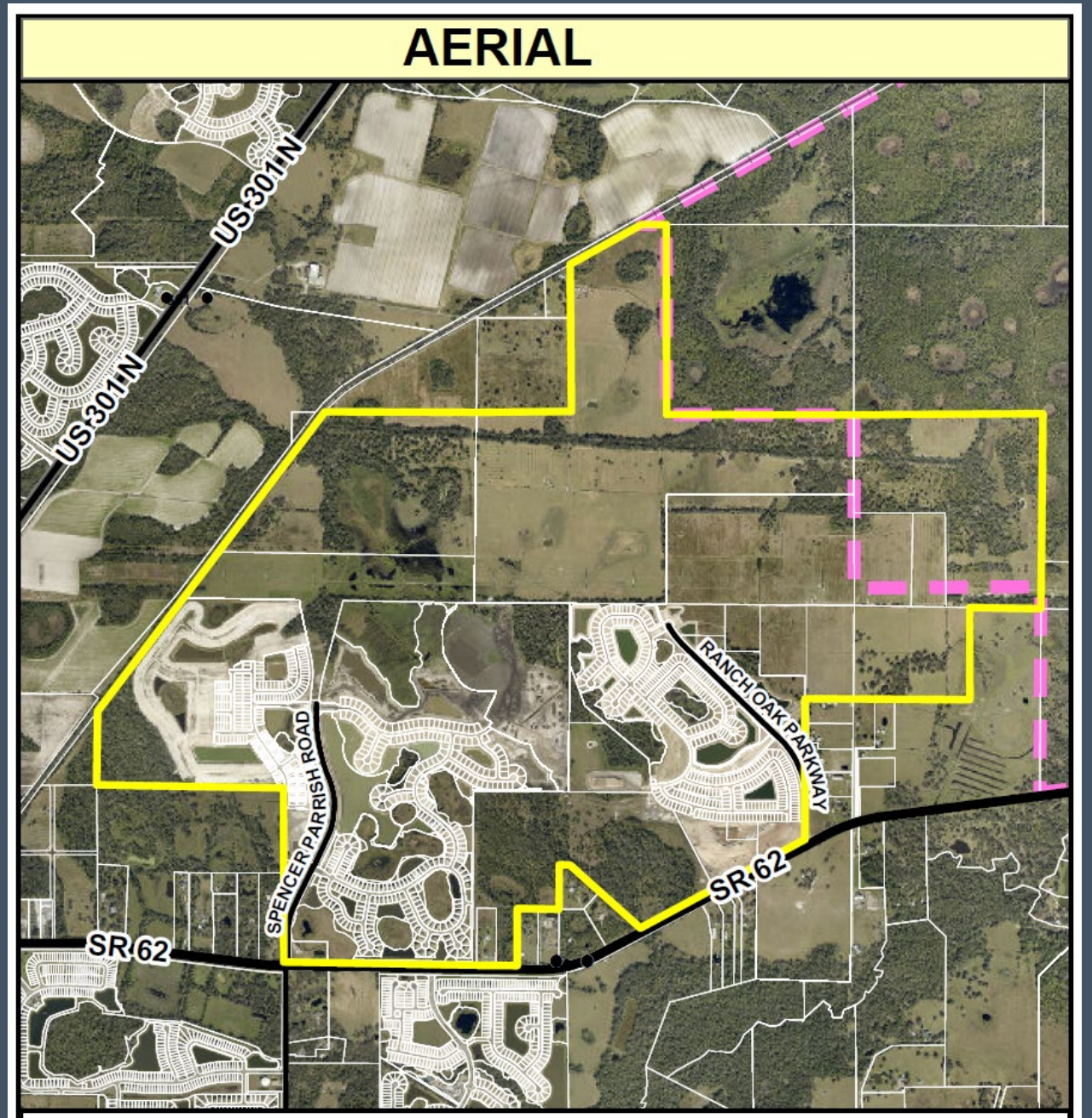
# Project Map

On July 30 2025, the County administratively approved an administrative modification to the GDP's, the following into a single Master General Development Plan known and referred as Crosswind Ranch Master General Development Plan (GDP). The GDPs were:

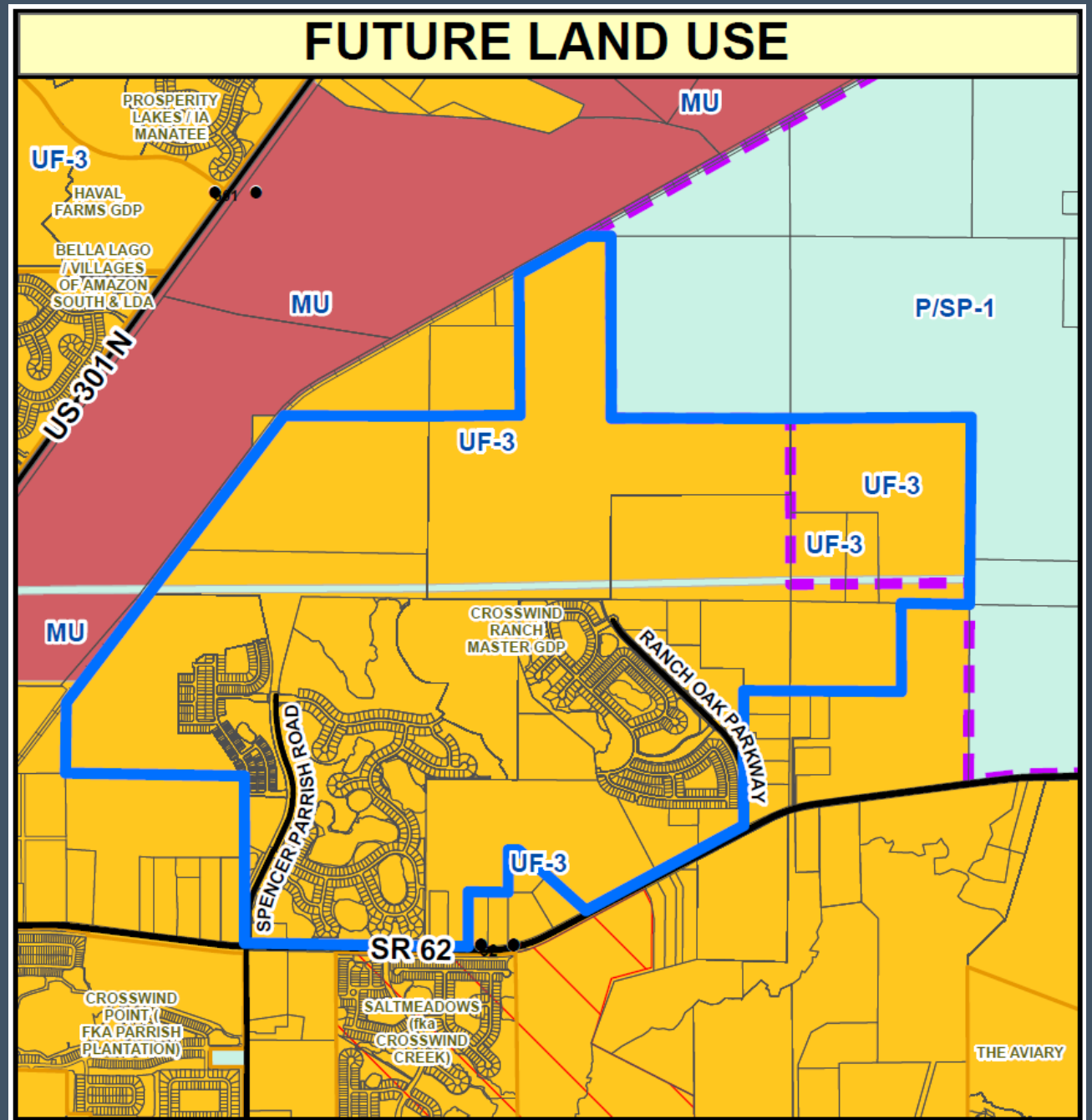
- **Gagne** - PDR-22-10(Z)(G)
  - 288 units
- **Assemblage** - PDR-22-09(Z)(G)
  - 1,322 units
- **Cone Ranch** - PDMU-06-102(P)(R)
  - 2,048 units
  - 6,550 sq ft commercial
- **3,658 residential units total**



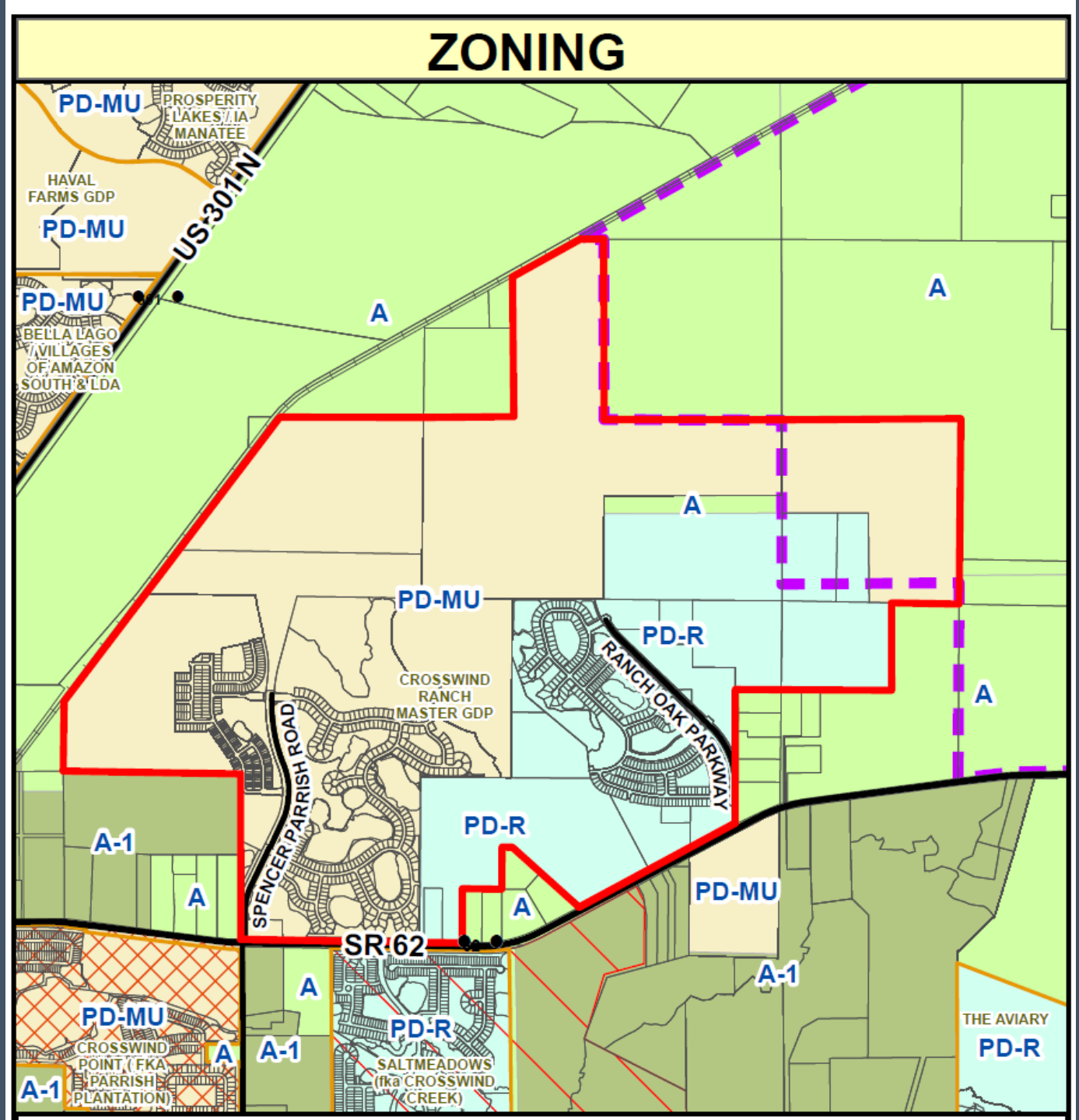
# Aerial Map



# Future Land Use Map



# Zoning Map



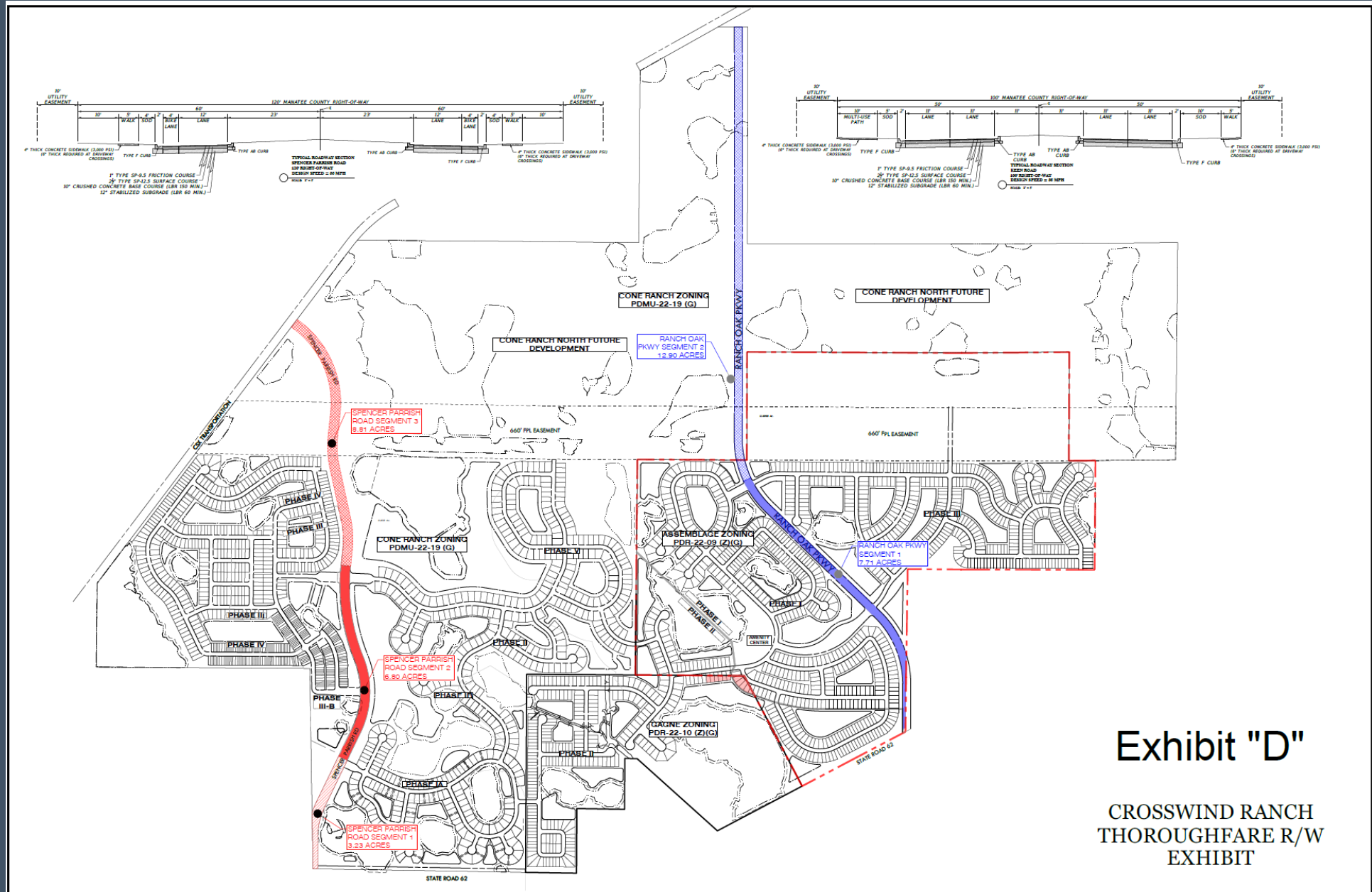


# LDA Purpose

The purpose of the Local Development Agreement (LDA) is to establish the terms under which the Applicant shall commit to design, engineer, permit and construct:

- Their proportionate share of required improvements to the Manatee County thoroughfare network (the “Thoroughfare Improvements”) and shall dedicate the right-of-way required for Thoroughfare Improvements (the “Thoroughfare ROW”);
- The portions of the project are east of the Future Development Area Boundary the Applicant is required to address the construction and timing of roadways and utility infrastructure needed for that area to be developed to satisfy the requirements of Policy 2.1.2.8.;
- 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 credits against the ATS Fees (“ATS Fee Credits”) subject to the conditions set forth herein.

# Exhibit D



**Exhibit "D"**  
**CROSSWIND RANCH**  
**THOROUGHFARE R/W**  
**EXHIBIT**

# Exhibit D – Spencer Parrish Road/SR 62 Intersection

## Turn Lanes

- 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)**

## Spencer Parrish Road/SR 62 Intersection Control “Intersection Analysis”

- Intersection Control Evaluation Analysis shall be conducted. 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 Rd.
- If based on Intersection Analysis, Manatee County and/or FDOT, 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.

# Spencer Parrish Road

## Segment 1

- 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)**

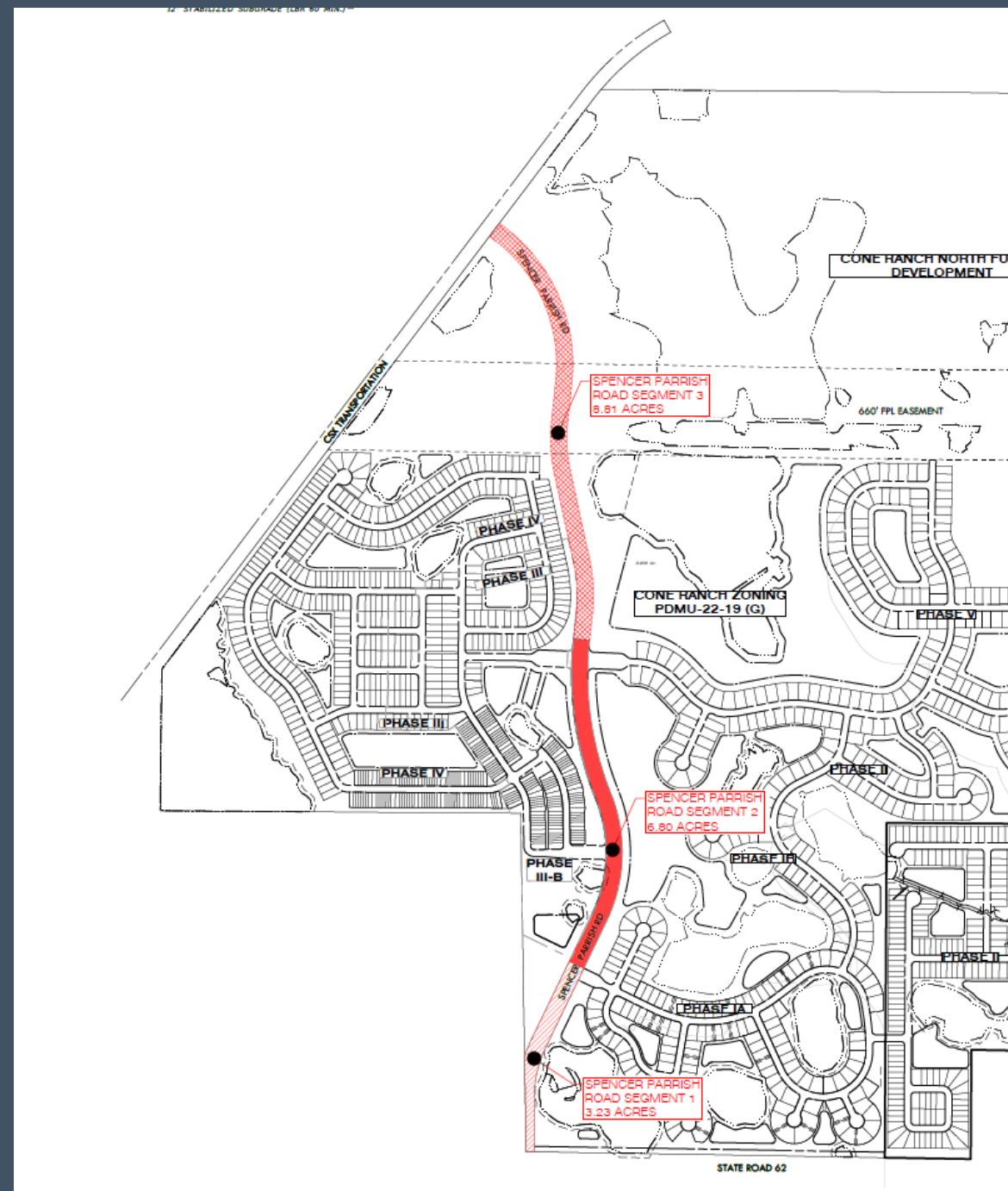
## Segment 2 and 3

- 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".

## Improvement ROW:

- **Dedicate 120 feet of right of way (approx. 18.84+/- total acres) for Spencer Parris 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);

# Exhibit D – Spencer Parrish Road



# Ranch Oak Parkway/SR 62 Intersection

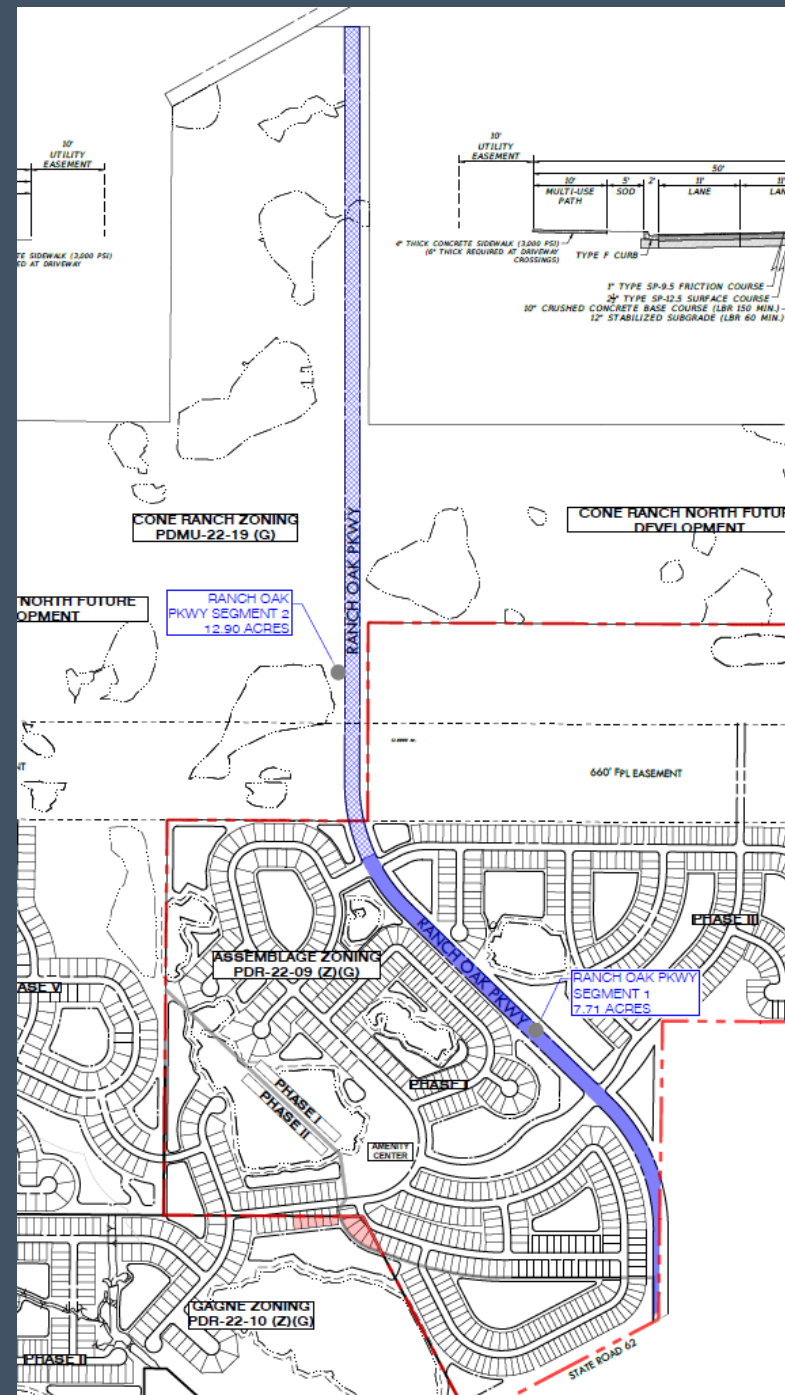
## Left Turn Lane

- 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”).

## Ranch Oak PKWY/SR 62 Intersection Control “Intersection Analysis”

- Intersection Control Evaluation Analysis shall be conducted. 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 analysis, Manatee County and/or FDOT, 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.

# Exhibit D - Ranch Oak Parkway



# Ranch Oak Parkway

## 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.

## 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.

## Improvement ROW:

- **Dedicate 100 feet of right of way (approx. 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).

# Costs – Exhibit E

## **\$9,855,830.30 – Thoroughfare Improvement Cost**

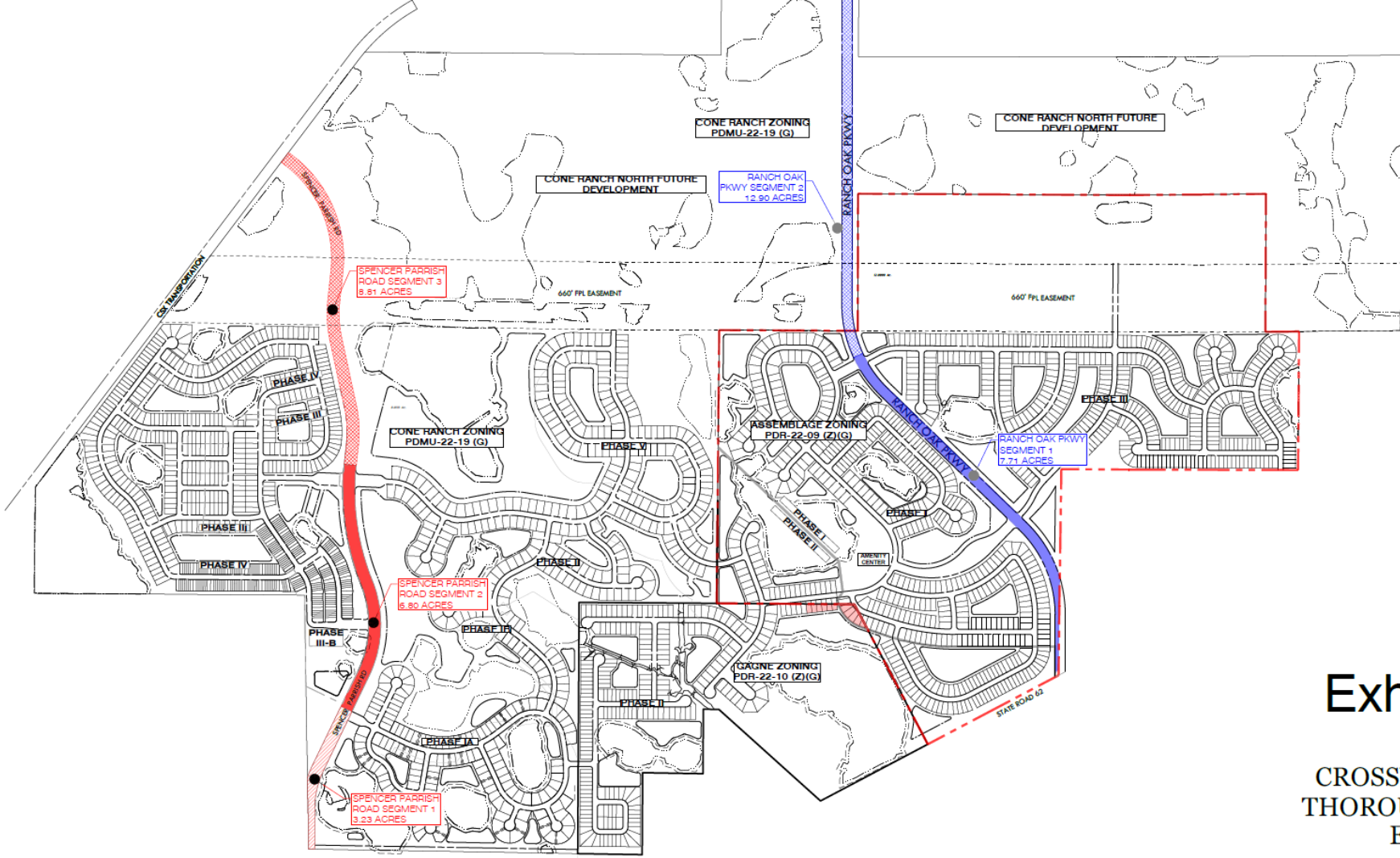
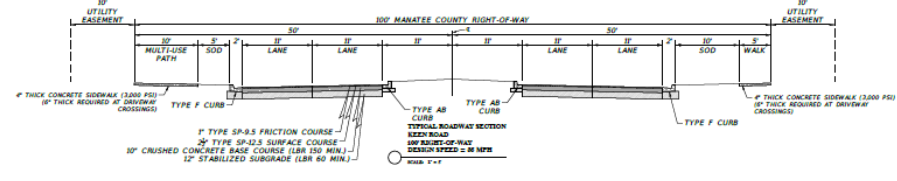
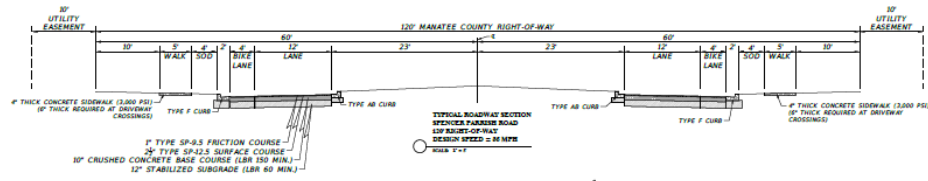
The projected cost of the design, engineering, permitting and construction of the Thoroughfare Improvements (including stormwater ponds), exclusive of the value of dedicated road right of way, for purposes of this Development Agreement, is 9,855,830.30 based on FDOT standards (the “Projected Thoroughfare Improvements Cost”).

## **\$2,140,720.00 – Thoroughfare ROW Value**

The Thoroughfare ROW value, using standard County estimation methods and as agreed to by the Parties, is 100,000.00 per acre of Thoroughfare ROW or approximately \$2,140,720.00, as calculated by the approximate Thoroughfare ROW acreage multiplied by \$100,000.00 (the “Projected Thoroughfare ROW Value”).

## **\$11,996,550.30 – Total Projected Thoroughfare Cost**

The Projected Thoroughfare Improvements Cost and the Projected Thoroughfare ROW Value are collectively referred to as the “Total Projected Thoroughfare Cost” and totals \$11,996,550.30.



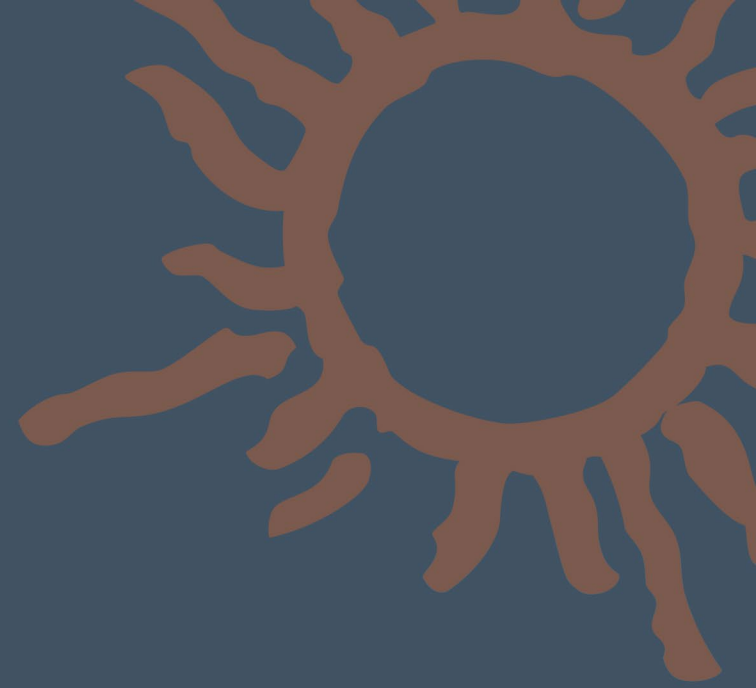
# Exhibit "D"

CROSSWIND RANCH  
THOROUGHFARE R/W  
EXHIBIT

# Conclusion

Upon completion of each of the Thoroughfare Improvements, Applicant shall dedicate the applicable Thoroughfare Improvements and Thoroughfare ROW to the County.





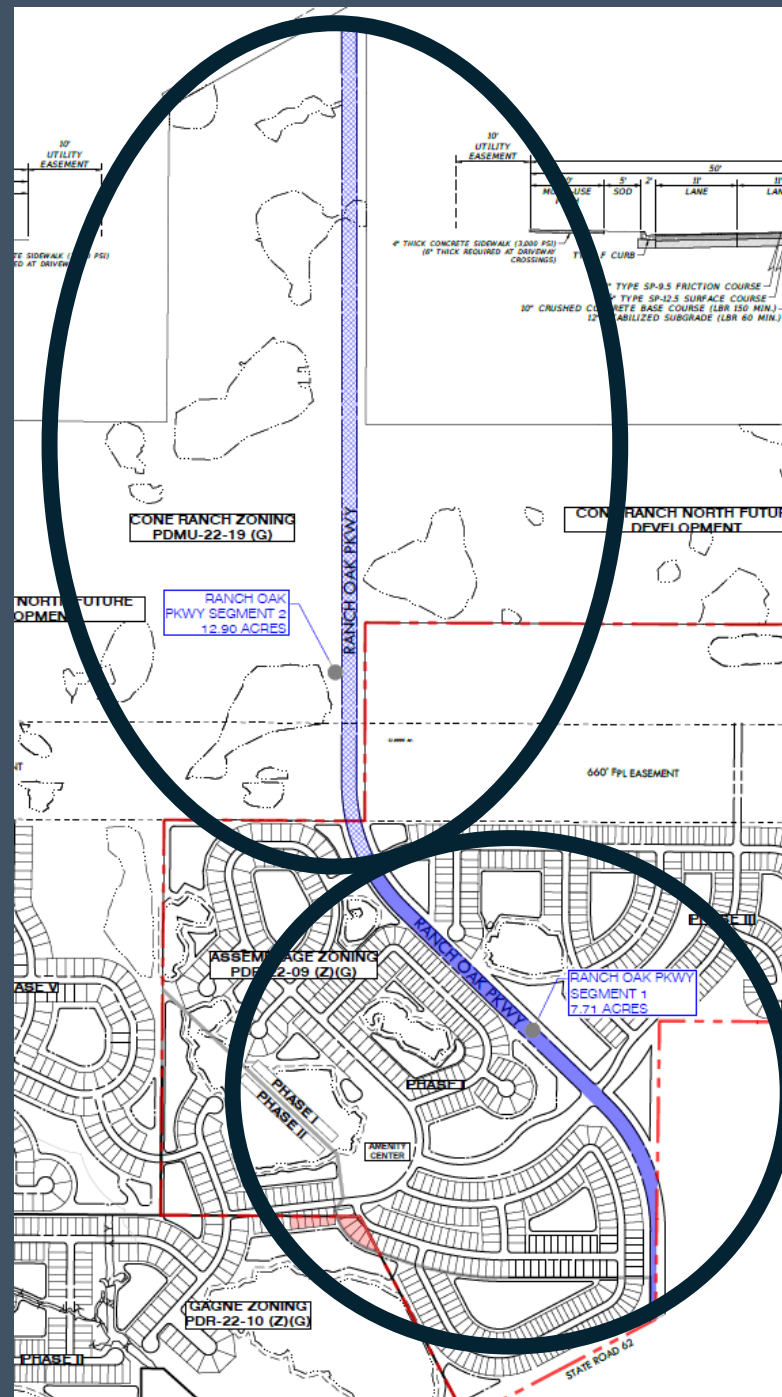
**Thank you!**





# Exhibit D - Ranch Oak Parkway

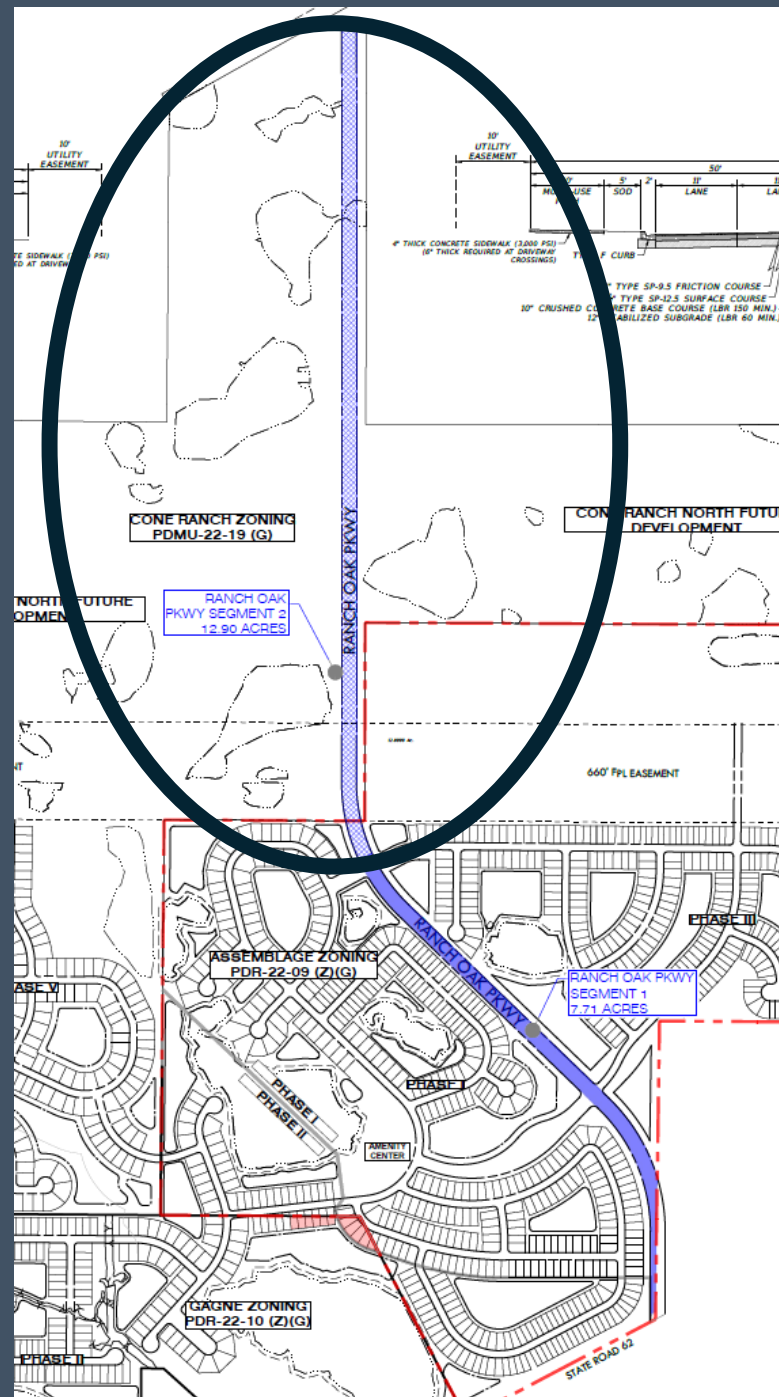
Segment 1  
Segment 2





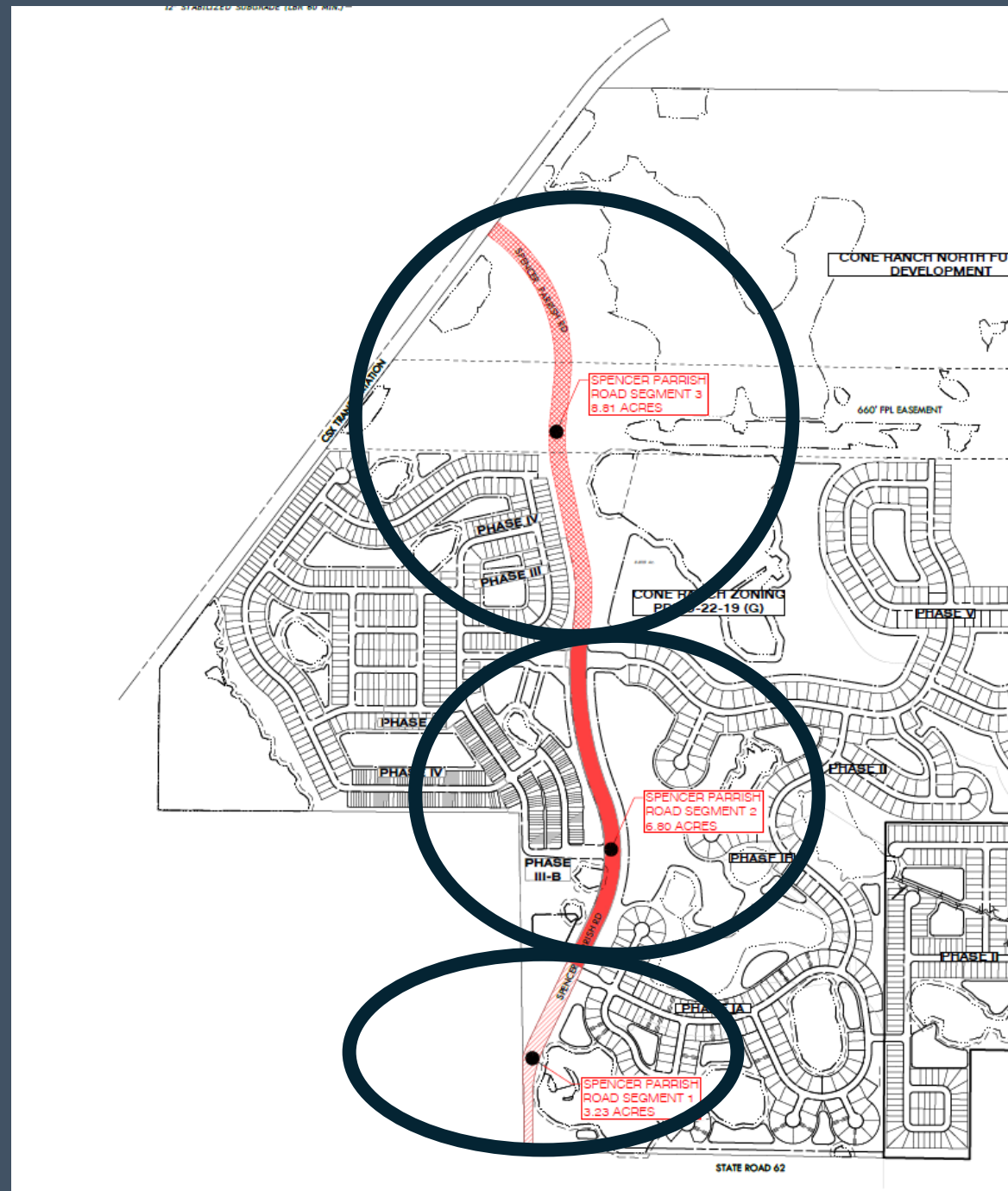
# Exhibit D - Ranch Oak Parkway

## Segment 2



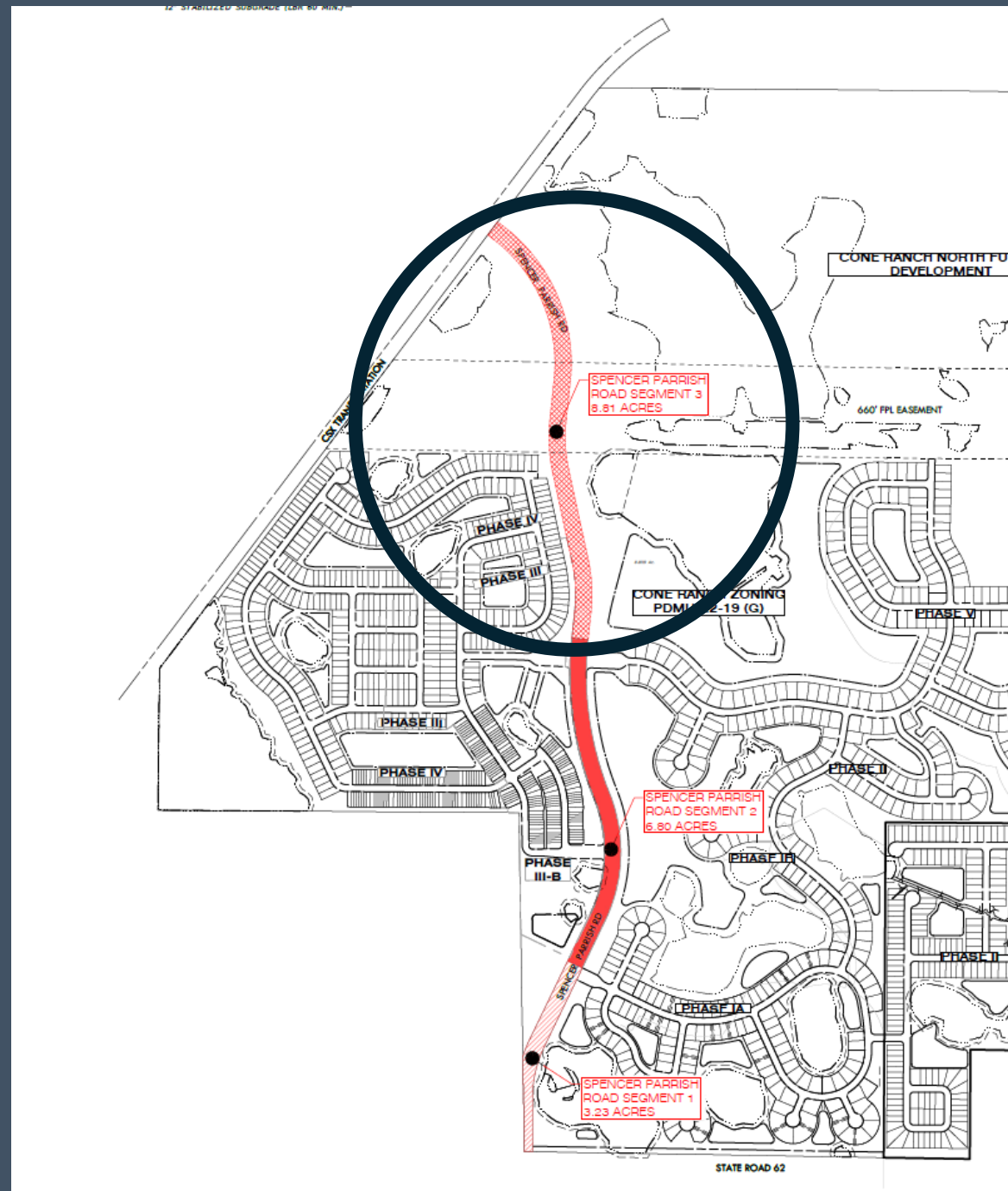
# Exhibit D - Spencer Parrish Road

Segment 1  
Segment 2  
Segment 3



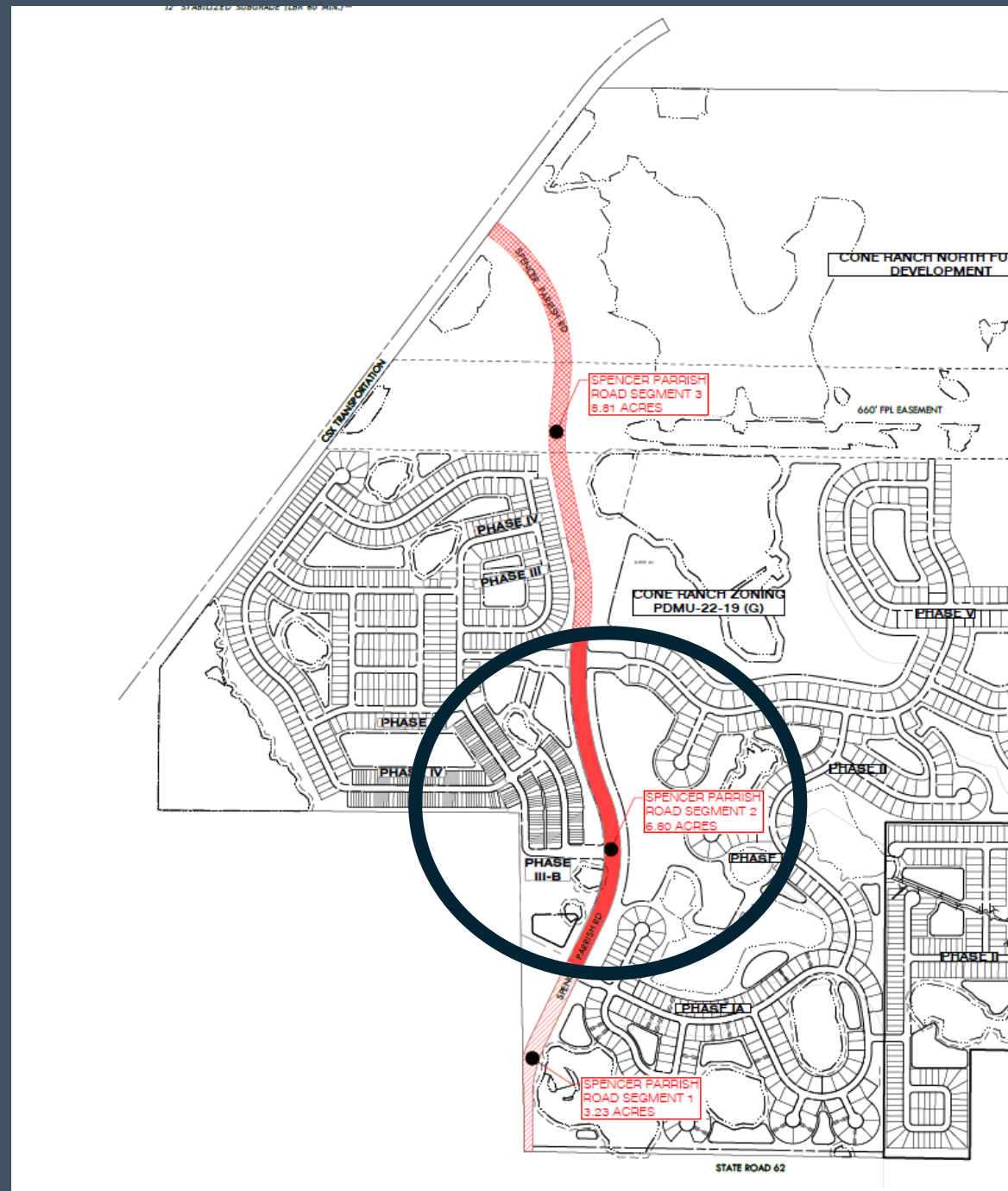
# Exhibit D – Spencer Parrish Road

## Segment 1



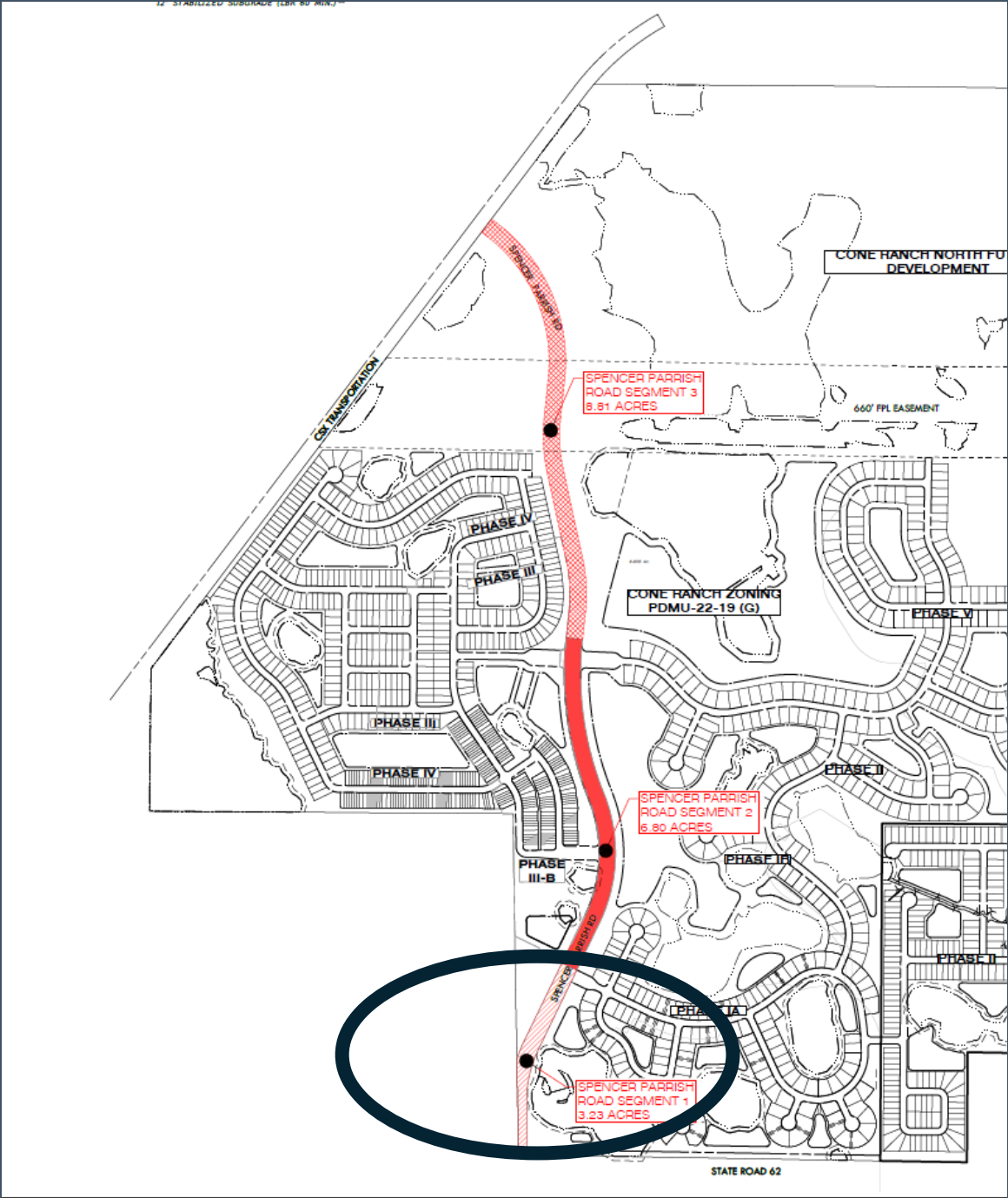
# Exhibit D - Spencer Parrish Road

## Segment 2



# Exhibit D – Spencer Parrish Road

## Segment 3



#4

**Board of County Commissioners**  
**3<sup>rd</sup> Revised Agenda and Notice of Public Meeting**  
**Thursday, April 23, 2026 - Land Use Meeting**

**Topic/Agenda Item**

Approval and Execution of LDA-24-02 – Local Development Agreement for Crosswind Ranch LDA - PLN2404-0112 - Quasi-Judicial- District 1

**Comment**

RE: OBJECTION TO THE CROSSWINDS RANCH LOCAL DEVELOPMENT AGREEMENT To the Board of County Commissioners:

I am writing to express my firm opposition to the proposed Local Development Agreement (LDA) for the Crosswinds Ranch project. While this agreement seeks to outline the "proportionate share" of thoroughfare improvements, it fails to address the fundamental reality that Manatee County—and specifically the Parrish community—can no longer sustain this level of uncontrolled, rapid expansion. Our infrastructure is not just lagging; it is in a state of failure.

We are currently facing three critical deficits that this LDA does not adequately resolve: Water Scarcity: We are running out of water. Approving a project of this magnitude—encompassing over 3,600 residential units—without a proven, long-term surplus of potable water is irresponsible. Wastewater Capacity:

Our wastewater systems are already strained to the breaking point. Adding thousands of new households to an overburdened network invites environmental and public health risks that the current taxpayers will be forced to remediate.

Transportation & Roadway Gridlock: The "Thoroughfare Improvements" mentioned in this agreement are a reactive bandage on a systemic wound. Allowing an applicant to "design and construct" their way out of ATS Fees does not change the fact that our local roads are already failing to meet current demand.

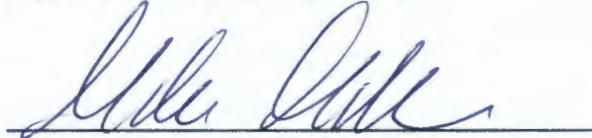
The Reality of the Numbers The scale of this development is staggering. Between the three individual zoning approvals (PDR-22-10, PDR-22-09, and PDMU-06-102), we are looking at a massive influx of residents on a 1,740-acre site. Granting credits against ATS Fees in exchange for right-of-way and road construction creates a deficit in the very funds needed to manage the broader regional impacts of this growth.

We are effectively trading our long-term stability for immediate, high-density residential rooftops. Conclusion Approval of this LDA signals to the residents of Manatee County that developer timelines take priority over infrastructure reality.

I urge this Board to deny the agreement and place a moratorium on approvals of this scale until a comprehensive, transparent audit of our water and wastewater capacity proves we can handle the load.

We need a change in how we manage our land, or we will leave the next generation with a community that is functionally broken.

FOR THE RECORD GADFLY



GLEN GADFLY GIBELLINA CANDIDATE FOR COUNTY COMMISSIONER DISTRICT  
<https://electglengibellina.com/>

## CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of public comment on Approval and Execution of LDA-24-02 – Local Development Agreement for Crosswind Ranch LDA - PLN2404-0112 - Quasi-Judicial- District 1 has been hand delivered this 23<sup>rd</sup> day of April, 2026 by Glen Gibellina to the BOCC Chambers and entered into the record



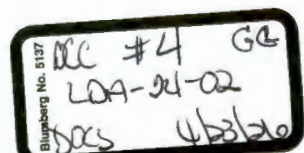
Glen GADFLY Gibellina

Candidate for Manatee County Commissioner District 4

# Glen Gibellina



for Manatee County Commissioner  
**District 4**



# AGENDA SPEAKER FORM

Agenda Item No. and Project

Name: ALL of them

\_\_\_\_\_  
\_\_\_\_\_

Name: Cynthia Keogh

County of Residence: \_\_\_\_\_  
Manatee

Position:

For: \_\_\_\_\_

Against: X

Comment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Would you like to be notified of a  
Dispute Resolution proceeding?  
If so, how would you like to be  
notified?

X NO  
Email, Phone, or Mailing Address.

Enter here: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_