

NO ACTION REQUIRED SINCE  
ITEM 11 PDC-23-48(z)(p) WAS  
DENIED



April 23, 2026 - Land Use Meeting

**Subject**

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

**Category**

ADVERTISED PUBLIC HEARINGS (Presentation Scheduled)

**Briefings**

None

**Contact and/or Presenter Information**

Scott May, P.E. - County Engineer, Public Works Department, Ext. 7650

**Action Requested**

Execute the Impact Fee Credit Agreement with Yort, LLC and 2351 Rye Road, LLC for Mulholland Road Improvements

**Enabling/Regulating Authority**

**Applicable Advisory Board**

N/A

**Background Discussion**

Project Background

The Developer owns the Yort 2351 property, which has pending Preliminary Site Plan approval under Manatee County Zoning Ordinance PDR-24-48(Z)(P). The project requires roadway access improvements along Mulholland Road to support development operations.

Mulholland Road Improvements (Phases 1 and 2)

- Mulholland Phase 1, providing project access and the Rye Road North intersection improvements, will be constructed by the Developer at its own cost and is not eligible for ATS Fee Credit.
- Mulholland Phase 2, extending west to the Twin Rivers terminus, will also be constructed by the Developer but is eligible for ATS Fee Credit. Together, both segments comprise the planned Mulholland Improvements.

County Utility Work (Separate Agreement)

The County intends to install a potable water transmission main within the Mulholland Phase 2 corridor to improve system reliability. This work will occur under a separate potable water extension/oversizing reimbursement agreement and is not part of the ATS Fee Credit Agreement.

Rye Road North Right-of-Way Reservation and Acquisition

Rye Road North is planned as a four-lane divided thoroughfare with 120 feet of right-of-way. To support future widening, the Developer has reserved 30 feet of right-of-way along the eastern side of the project site. This agreement establishes the terms of the County’s acquisition of that right-of-way.

ATS Fee Prepayment to Advance Capacity Improvements

To help advance either the future widening of Rye Road North or area intersection capacity improvements, the Developer will prepay a portion of anticipated ATS Fees. In return, the Developer will receive ATS Fee Credit pursuant to state statute, the Land Development Code, and the County’s Impact Fee Administrative Procedures Manual.

Actions Eligible for ATS Fee Credit Under the Agreement

The Developer will construct Mulholland Phase 2, dedicate the Rye Road right-of-way and required pond easements, construct the Rye Road Pond, and prepay ATS Fees. In exchange, Manatee County will grant ATS Fee Credits for eligible improvements, dedications, and payments under the terms set forth in the agreement.

This agreement follows a similar form of agreement previously reviewed by the County Attorney’s Office. Staff agreed with terms of the agreement.

**Attorney Review**

Not Reviewed (Utilizes exact document or procedure approved within the last 24 months)

**Instructions to Board Records**

Please return two executed, hard copy to Public Works Department, attention Brent Stufflebeam, via interoffice (courier) mail.

Please send copy of approved agenda item to the following:

- scott.may@mymanatee.org
- stephen.siirtola@mymanatee.org
- brent.stufflebeam@mymanatee.org
- liwen.kong@mymanatee.org
- rachel.layton@mymanatee.org
- KGrimes@grimesgalvano.com

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

Mulholland Road Phase 2 Construction:\$3,049,242, NE Impact Fee Credits  
Prepayment of Impact Fees \$2,000,000, NE Impact Fee Credits

**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

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

*Yort 2351*

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

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**THIS ATS FEE CREDIT AGREEMENT FOR MULHOLLAND ROAD IMPROVEMENTS AND RYE ROAD ROW** (the “**Agreement**”), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (the “**County**”), **YORT, LLC**, a Florida limited liability company, its successors or assigns, whose address is 2500 118<sup>th</sup> Avenue North St. Petersburg, FL 33716 (“**Owner-1**”), and **2351 RYE ROAD, LLC**, a Florida limited liability company, its successors or assigns, whose address is 36 Winston Drive Belleair, FL 33756 (“**Owner-2**”). Owner-1 and Owner-2 are collectively referred to herein as the “**Developer**” and, together with the County, the “**Parties.**”

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

**2. Representatives.**

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

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

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

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

### **3. Developer Obligations – Mulholland Road Phase 2.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Developer Obligations – Rye Road North**

##### **4.1. Rye Road Right of Way and Stormwater Pond**

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

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

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

#### 4.2. Rye Road North ATS Fee Prepayment.

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

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

### 5. **Award of ATS Fee Credits**

#### 5.1. Mulholland Phase 2 Improvements.

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

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

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

## 5.2. Rye Road ROW

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

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

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

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

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

### 5.3. Rye Road Pond

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

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

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

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

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

5.4. Rye Road ATS Fee Prepayment.

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

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

**6. Miscellaneous.**

6.1. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County

or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion, epidemic, flood, insurrection, pandemic, sinkhole or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform (Force Majeure Event). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement.

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

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

6.14. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

6.15. Modifications and Amendments; Waivers.

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

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

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

<b>Exhibit "A"</b>	<b>Property</b>
<b>Exhibit "B"</b>	<b>Mulholland Improvements</b>

**Exhibit “C”**                    **Rye Road ROW**  
**Exhibit “D”**                    **Cost Estimate**  
**Exhibit “E”**                    **Anti-Human Trafficking Affidavit**

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

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

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

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

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

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

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

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

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

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

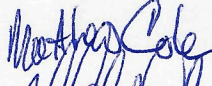
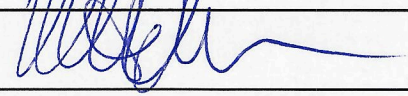
6.22. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until the earliest of the following: (i) termination by mutual written consent of both Parties; or (ii) full performance by both Parties of each and every respective obligation arising under this Agreement.

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

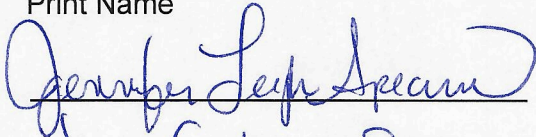
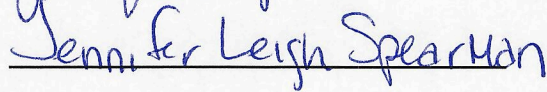
**[SIGNATURES ON NEXT PAGES]**

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

**WITNESSES:**

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

Print Name

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

Print Name

**DEVELOPER:**

YORT, LLC, a Florida limited liability company

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

Its:  \_\_\_\_\_

**WITNESSES:**

Bryan J. Stanley  
Bryan J. Stanley

Print Name

Maria Fernandez  
Maria Fernandez

Print Name

**DEVELOPER:**

2351 RYE ROAD, LLC, a Florida limited liability company

By: [Signature]

Its: Bruce Danielson Mgr

**COUNTY:**

**MANATEE COUNTY**, a political subdivision of the State of Florida

By its Board of County Commissioners

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

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

By: \_\_\_\_\_  
Deputy Clerk

**EXHIBIT "A"**

**Property**

*See legal description attached hereto.*

**EXHIBIT "A"**

LEGAL DESCRIPTION - 2531 RYE ROAD

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

LEGAL DESCRIPTION - YORT, LLC

LEGAL DESCRIPTION - YORT

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

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

**EXHIBIT "B"**

**Mulholland Improvements**

*See map attached hereto.*



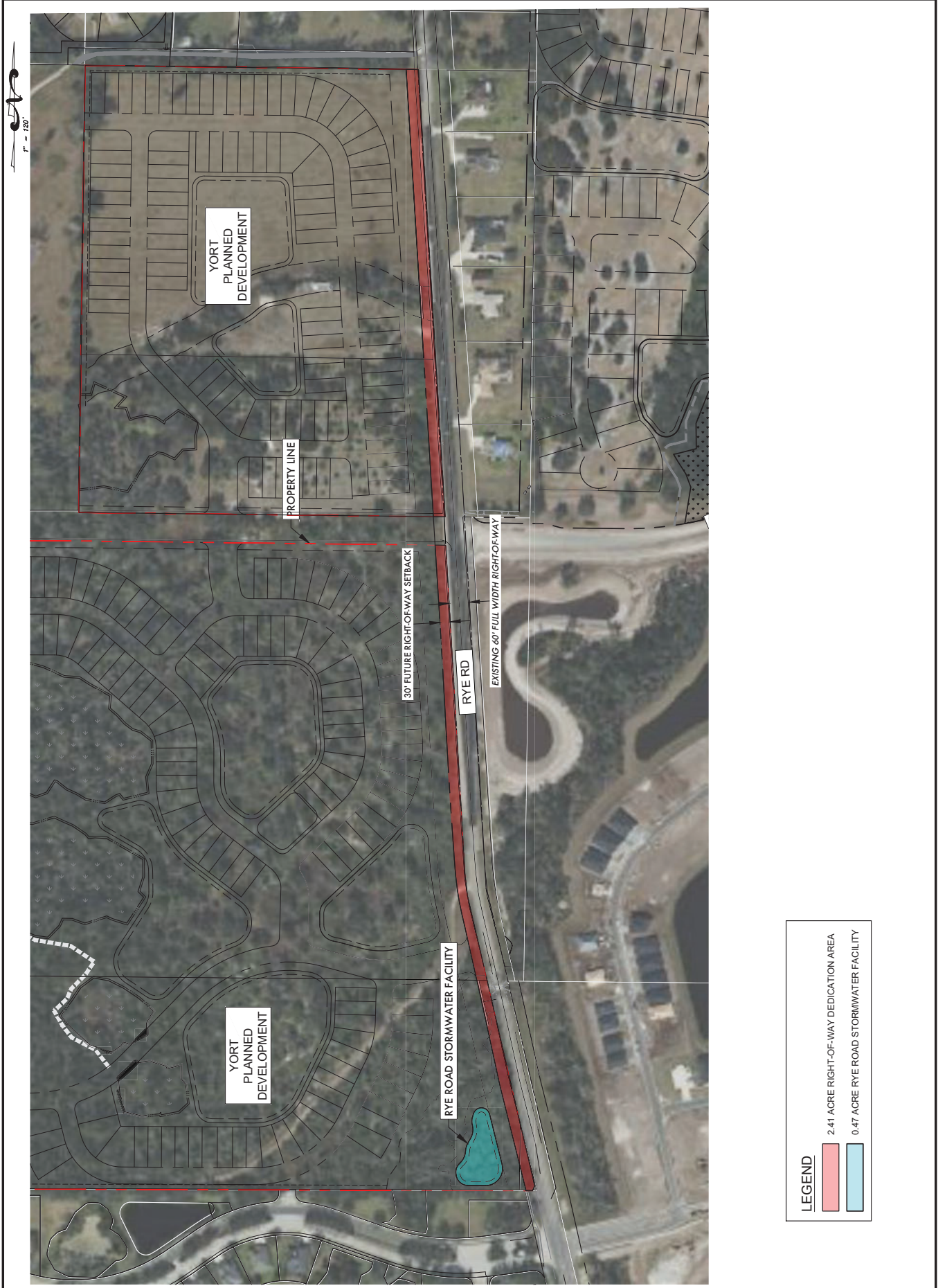
**EXHIBIT "C"**

**Rye Road ROW**

*See exhibit attached hereto.*

# EXHIBIT "C" RYE ROAD ROW

<p>DESIGNED BY: <b>ZNS ENGINEERING</b></p> <p>DATE: 08/20/2024</p> <p>SCALE: AS SHOWN</p> <p>JOB NO: 2351</p> <p>PROJECT: YORT - 2351</p> <p>LOCATION: SECTION 10, 11, 14, 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA</p> <p>FOR: YORT - 2351</p> <p>RIGHT-OF-WAY DEDICATION EXHIBIT</p>	<p>1. THE LOCATION OF THE PROPOSED RIGHT-OF-WAY IS SHOWN BY A RED LINE.</p> <p>2. THE EXISTING 60' FULL WIDTH RIGHT-OF-WAY IS SHOWN BY A BLACK LINE.</p> <p>3. THE 30' FUTURE RIGHT-OF-WAY SETBACK IS SHOWN BY A DASHED LINE.</p> <p>4. THE PROPERTY LINE IS SHOWN BY A DASHED LINE.</p> <p>5. THE YORT PLANNED DEVELOPMENT IS SHOWN BY A RED LINE.</p> <p>6. THE RYE ROAD STORMWATER FACILITY IS SHOWN BY A BLUE LINE.</p> <p>7. THE RYE ROAD ROW IS SHOWN BY A RED LINE.</p>
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**LEGEND**

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

**EXHIBIT "D"**

**Cost Estimate**

*See cost estimate attached hereto.*

# EXHIBIT "D"

## COST ESTIMATE

### YORT - MULHOLLAND PHASE 2

March 2026

ITEM NO	DESCRIPTION	QTY		Unit Price	Total Bid
<b>A</b>	<b>GENERAL CONDITIONS</b>				
1	Mobilization	1	LS	\$75,000	\$75,000
2	Maintenance of Traffic	1	LS	\$8,000	\$8,000
3	Erosion Control	1	LS	\$48,000	\$48,000
4	Geotechnical Testing	1	LS	\$36,000	\$36,000
5	Survey & As-Builts	1	LS	\$100,000	\$100,000
<b>A</b>	<b>SUBTOTAL - GENERAL CONDITIONS</b>				<b>\$267,000</b>
<b>B</b>	<b>2,130 LF ROADWAY FROM YORT ACCESS TO TWIN RIVERS</b>				
1	Clearing and Earthwork	1	LS	\$150,000	\$150,000
2	Pond Excavation	10,027	CY	\$4.50	\$45,122
3	Finish Grading	1	LS	\$30,000	\$30,000
4	1.5" Type S-III Asphalt (1st Lift)	5,680	SY	\$15	\$85,200
5	1.5" Type S-I Asphalt (2nd Lift)	5,680	SY	\$15	\$85,200
6	10" Road Base	7,256	SY	\$26	\$188,661
7	12" Road Subgrade LBR 60	8,203	SY	\$15	\$123,043
8	Type F Curb	4,260	LF	\$25	\$106,500
9	Type AB Curb	4,260	LF	\$20	\$85,200
10	Concrete Sidewalk (4" Thick)	2,367	SY	\$55	\$130,167
11	Signage & Striping	1	LS	\$35,000	\$35,000
12	HC Ramps	-	Each	\$1,185	\$0
13	Storm Drainage	2,130	LF	\$315	\$670,950
14	10' x 8' Box Culvert w/ Headwalls	220	LF	\$3,260	\$717,200
15	Weir Wall	1	Each	\$30,000	\$30,000
16	Wetland Impact Mitigation Credits (2.2 acre-impact)	1	LS	\$300,000	\$300,000
<b>B</b>	<b>SUBTOTAL - 2,130 LF ROADWAY</b>				<b>\$2,782,242</b>
	<b>SUMMARY</b>				
<b>A</b>	<b>GENERAL CONDITIONS</b>				<b>\$267,000</b>
<b>B</b>	<b>2,130 LF ROADWAY FROM YORT BOUNDARY TO TWIN RIVERS</b>				<b>\$2,782,242</b>
	<b>TOTAL</b>				<b>\$3,049,242</b>

**EXHIBIT "E"**

**Anti-Human Trafficking Affidavit**

*See affidavit attached hereto.*


**EXHIBIT "E"**

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

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

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

**Peter Michael Galinski**



\_\_\_\_\_

Signature

STATE OF Florida  
COUNTY OF Pinellas

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

- physical presence or  
 online notarization

this 15 day of April, 2026, by Peter Michael Galinski, who

EXHIBIT "E"

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

*Jennifer Leigh Spearman*

My Commission Expires: June 23, 2027

Signature of Notary Public

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



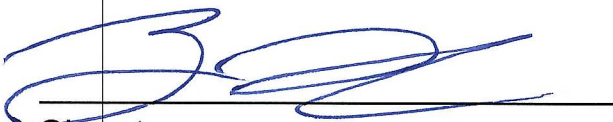
EXHIBIT "E"

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

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

1. I am the Manager of 2351 Rye Road, LLC. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

**Bruce Danielson**



Signature

STATE OF FLORIDA  
COUNTY OF PINELLAS

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

- physical presence or  
 online notarization

this 9th day of April, 2026, by Bruce Danielson, who

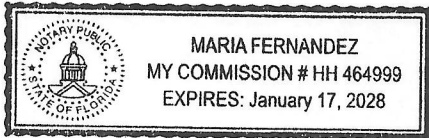
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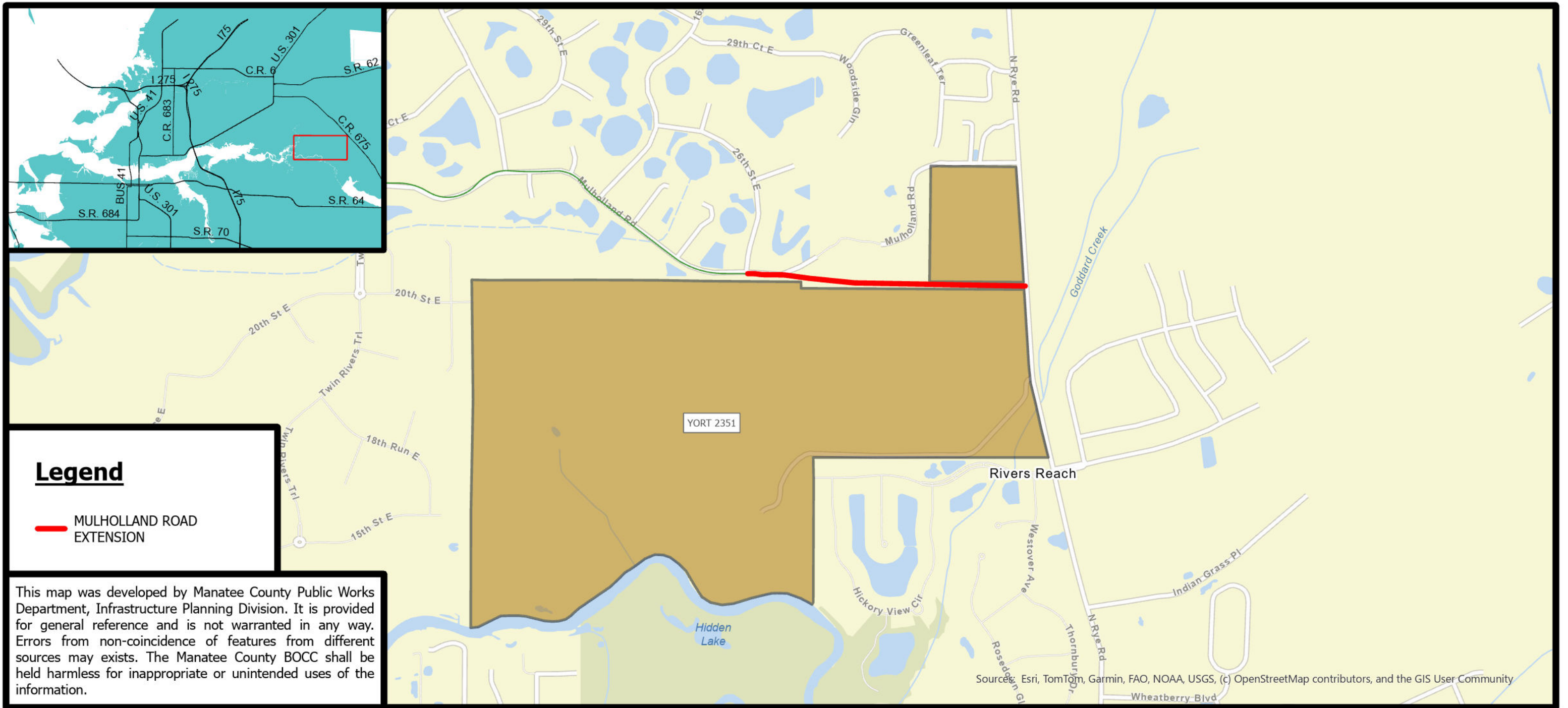
is personally known to me or  
 has produced \_\_\_\_\_ as identification.

Maria Fernandez  
Signature of Notary Public

My Commission Expires: 1/17/2028

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





**EXECUTION OF IMPACT FEE CREDIT AGREEMENT  
FOR MULHOLLAND ROAD IMPROVEMENTS**

**YORT, LLC; 2351 RYE ROAD, LLC**

**PARRISH, FL 34219**

**DISTRICT 1 - VACANT**



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

*Yort 2351*

---

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

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**THIS ATS FEE CREDIT AGREEMENT FOR MULHOLLAND ROAD IMPROVEMENTS AND RYE ROAD ROW** (the “**Agreement**”), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (the “**County**”), **YORT, LLC**, a Florida limited liability company, its successors or assigns, whose address is 2500 118<sup>th</sup> Avenue North St. Petersburg, FL 33716 (“**Owner-1**”), and **2351 RYE ROAD, LLC**, a Florida limited liability company, its successors or assigns, whose address is 36 Winston Drive Belleair, FL 33756 (“**Owner-2**”). Owner-1 and Owner-2 are collectively referred to herein as the “**Developer**” and, together with the County, the “**Parties.**”

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

**2. Representatives.**

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

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

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

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

### **3. Developer Obligations – Mulholland Road Phase 2.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Developer Obligations – Rye Road North**

##### **4.1. Rye Road Right of Way and Stormwater Pond**

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

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

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

#### 4.2. Rye Road North ATS Fee Prepayment.

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

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

### 5. **Award of ATS Fee Credits**

#### 5.1. Mulholland Phase 2 Improvements.

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

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

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

5.2. Rye Road ROW

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

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

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

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

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

### 5.3. Rye Road Pond

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

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

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

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

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

5.4. Rye Road ATS Fee Prepayment.

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

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

**6. Miscellaneous.**

6.1. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County

or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion, epidemic, flood, insurrection, pandemic, sinkhole or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform (Force Majeure Event). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement.

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

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

6.14. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

6.15. Modifications and Amendments; Waivers.

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

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

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

<b>Exhibit "A"</b>	<b>Property</b>
<b>Exhibit "B"</b>	<b>Mulholland Improvements</b>

**Exhibit "C"**                    **Rye Road ROW**  
**Exhibit "D"**                    **Cost Estimate**  
**Exhibit "E"**                    **Anti-Human Trafficking Affidavit**

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGES]

REVISED

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

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

**DEVELOPER:**

**YORT, LLC**, a Florida limited liability company

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

Its: \_\_\_\_\_

REVISED

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

**DEVELOPER:**

**2351 RYE ROAD, LLC**, a Florida limited liability company

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

Its: \_\_\_\_\_

REVISED

**COUNTY:**

**MANATEE COUNTY**, a political subdivision of the State of Florida

By its Board of County Commissioners

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

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

By: \_\_\_\_\_  
Deputy Clerk

REVISED

**EXHIBIT "A"**

**Property**

*See legal description attached hereto.*

**REVISED**

**EXHIBIT "A"**

LEGAL DESCRIPTION - 2531 RYE ROAD

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

REVISED

LEGAL DESCRIPTION - YORT, LLC

LEGAL DESCRIPTION - YORT

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

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

**EXHIBIT "B"**

**Mulholland Improvements**

*See map attached hereto.*

**REVISED**

# EXHIBIT "B" MULHOLLAND IMPROVEMENTS



Mon, 23 Mar 2026 - 2:15pm X:\Voad\YORT (46215)\ENG\Exhibits\YORT-MULHOLLAND ROAD EXT. (PP SLIDE).dwg



DRAWN BY: JLL  
 DATE: 09/23/23  
 FOR NO.: 46215  
 SCALE: AS SHOWN  
 SHEET: 11

MULHOLLAND ROAD  
 FOR  
 YORT - 2351  
 SECTION 10, 11, 13, 14A, 15, TOWNSHIP 34, RANGE 19 EAST  
 MANATEE COUNTY, FLORIDA

ZNS ENGINEERING, LLC  
 1023 MANATEE AVENUE, SUITE 200, PALM BAY, FLORIDA 32909  
 TEL: 321-923-1100 FAX: 321-923-1101  
 WWW.ZNS-ENGINEERING.COM

NO.	REVISIONS
1	
2	
3	
4	
5	
6	
7	

**ZNS ENGINEERING**  
 Land Planning Engineering Surveying Landscape Architecture  
 1023 MANATEE AVENUE, SUITE 200, PALM BAY, FLORIDA 32909  
 TEL: 321-923-1100 FAX: 321-923-1101  
 WWW.ZNS-ENGINEERING.COM

JOHN J. LYON  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 12500  
 STATE OF FLORIDA

**EXHIBIT "C"**

**Rye Road ROW**

*See exhibit attached hereto.*

**REVISED**

**EXHIBIT "C"**  
**RYE ROAD ROW**



**LEGEND**

<span style="display: inline-block; width: 20px; height: 10px; background-color: #f08080; border: 1px solid black;"></span>	2.41 ACRE RIGHT-OF-WAY DEDICATION AREA
<span style="display: inline-block; width: 20px; height: 10px; background-color: #add8e6; border: 1px solid black;"></span>	0.47 ACRE RYE ROAD STORMWATER FACILITY

<p>DESIGNED BY: <b>ZNS ENGINEERING</b></p> <p>DRAWN BY: <b>ADAM J. LYON</b></p> <p>DATE: <b>11/11/2026</b></p> <p>SCALE: <b>AS SHOWN</b></p> <p>SHEET: <b>03</b></p>	<p>SECTION 10, 11, 13, 14, 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST</p> <p>LOCATED IN: <b>MANATEE COUNTY, FLORIDA</b></p> <p><b>YORT - 2351</b></p> <p>FOR: <b>RIGHT-OF-WAY DEDICATION EXHIBIT</b></p>	<p>PROJECT NO.: <b>2351</b></p> <p>DATE: <b>11/11/2026</b></p> <p>SCALE: <b>AS SHOWN</b></p> <p>SHEET: <b>03</b></p>	<p><b>ZNS ENGINEERING</b></p> <p>Land Planning Engineering Surveying Landscape Architecture</p> <p>1023 MANATEE AVENUE, SUITE 200, PALM BAY, FL 32909</p> <p>PHONE: 321.633.1111   FAX: 321.633.1111</p> <p>WWW.ZNS-ENGINEERING.COM</p>
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**EXHIBIT "D"**

**Cost Estimate**

*See cost estimate attached hereto.*

**REVISED**

# EXHIBIT "D"

## COST ESTIMATE YORT - MULHOLLAND PHASE 2

March 2026

ITEM NO	DESCRIPTION	QTY		Unit Price	Total Bid
<b>A</b>	<b>GENERAL CONDITIONS</b>				
1	Mobilization	1	LS	\$75,000	\$75,000
2	Maintenance of Traffic	1	LS	\$8,000	\$8,000
3	Erosion Control	1	LS	\$48,000	\$48,000
4	Geotechnical Testing	1	LS	\$36,000	\$36,000
5	Survey & As-Builts	1	LS	\$100,000	\$100,000
<b>A</b>	<b>SUBTOTAL - GENERAL CONDITIONS</b>				<b>\$267,000</b>
<b>B</b>	<b>2,130 LF ROADWAY FROM YORT ACCESS TO TWIN RIVERS</b>				
1	Clearing and Earthwork	1	LS	\$150,000	\$150,000
2	Pond Excavation	10,027	CY	\$4.50	\$45,122
3	Finish Grading	1	LS	\$30,000	\$30,000
4	1.5" Type S-III Asphalt (1st Lift)	5,680	SY	\$15	\$85,200
5	1.5" Type S-I Asphalt (2nd Lift)	5,680	SY	\$15	\$85,200
6	10" Road Base	7,256	SY	\$26	\$188,661
7	12" Road Subgrade LBR 60	8,203	SY	\$15	\$123,043
8	Type F Curb	4,260	LF	\$25	\$106,500
9	Type AB Curb	4,260	LF	\$20	\$85,200
10	Concrete Sidewalk (4" Thick)	2,367	SY	\$55	\$130,167
11	Signage & Striping	1	LS	\$35,000	\$35,000
12	HC Ramps	-	Each	\$1,185	\$0
13	Storm Drainage	2,130	LF	\$315	\$670,950
14	10' x 8' Box Culvert w/ Headwalls	220	LF	\$3,260	\$717,200
15	Weir Wall	1	Each	\$30,000	\$30,000
16	Wetland Impact Mitigation Credits (2.2 acre-impact)	1	LS	\$300,000	\$300,000
<b>B</b>	<b>SUBTOTAL - 2,130 LF ROADWAY</b>				<b>\$2,782,242</b>
	<b>SUMMARY</b>				
<b>A</b>	<b>GENERAL CONDITIONS</b>				<b>\$267,000</b>
<b>B</b>	<b>2,130 LF ROADWAY FROM YORT BOUNDARY TO TWIN RIVERS</b>				<b>\$2,782,242</b>
	<b>TOTAL</b>				<b>\$3,049,242</b>

REVISED

**EXHIBIT "E"**

**Anti-Human Trafficking Affidavit**

*See affidavit attached hereto.*

**REVISED**

#12

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

**RE: OBJECTION TO THE TRANSFER OF OVER \$5 MILLION IN INFRASTRUCTURE BURDEN TO TAXPAYERS VIA IMPACT FEE CREDITS**

To the Board of County Commissioners:

I am writing to express my strenuous opposition to the execution of the Impact Fee Credit Agreement for **Yort, LLC** and **2351 Rye Road, LLC**. This agreement, which proposes to offset **\$3,049,242** for construction and **\$2,000,000** in prepayments via Northeast Impact Fee Credits, is a shell game that leaves the current taxpayers of Manatee County holding the bag for infrastructure that should be the developer's sole responsibility.

**1. Credits are Not "Free Money"—They are Lost Revenue**

Every dollar granted in an Impact Fee Credit is a dollar **removed** from the County's ability to fix our failing regional infrastructure. By allowing the developer to "prepay" and receive credits for Mulholland Phase 2, the County is essentially borrowing from its own future to facilitate a private project's access. With our roads at a breaking point, we cannot afford to "credit" away over **\$5 million** in fees that should be going toward widening our existing failing thoroughfares.

**2. Development Must Pay Its Own Way**

The background discussion states that these improvements are required "to support development operations." If these improvements are a necessity for the **733-unit Yort project** to function, then the cost of those improvements must be a cost of doing business for the developer.

- Impact fees are designed to mitigate the *additional* strain a project puts on the system.
- By granting credits for the construction of Mulholland Phase 2, the County is allowing the developer to build their own "front driveway" using money that was supposed to mitigate the disaster they are creating on **Rye Road North**.

**3. The Fallacy of "Advancing Capacity"**

Blumberg No. 5137  
Agreement  
Salerno 4/23/26

The agreement claims that prepaying **\$2,000,000** in fees helps "advance" capacity improvements. This is a logic trap. Prepaying fees to get a credit later is simply a way for the developer to lock in today's rates and ensure that the County—not the developer—bears the risk of rising construction costs and future infrastructure deficits.

#### **4. Infrastructure Solvency and Public Safety**

As we sit in a **Phase 3 Fire Alert** with a documented **water shortage**, this Board is considering an agreement that subsidizes a massive residential development in a **Coastal High Hazard Area**.

- We are running out of water and wastewater capacity.
- Our roads cannot handle current loads, let alone 733 more families.
- **Florida Case Law (Brevard County v. Snyder)** makes it clear that the County is not obligated to facilitate these high-intensity developments when the infrastructure is not there.

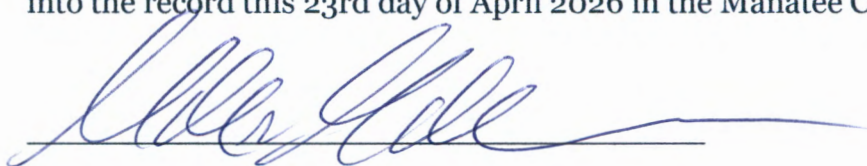
#### **Conclusion**

This Board's priority must be the safety and fiscal health of the current residents, not the "Impact Fee Credit" preferences of land developers. Granting over **\$5 million in credits** for a project that will only further strain our resources is a breach of your fiduciary duty to the taxpayers.

**I demand that the Board DENY this Impact Fee Credit Agreement.** If the developer wants to build in Parrish, they should pay the full cost of the impact they are causing, without raiding the Impact Fee funds that are desperately needed for regional relief.

#### **CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of public comment OBJECTION TO THE TRANSFER OF OVER \$5 MILLION IN INFRASTRUCTURE BURDEN TO TAXPAYERS VIA IMPACT FEE CREDITS has been delivered and entered into the record this 23rd day of April 2026 in the Manatee County Chambers



**Glen GADFLY Gibellina**



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

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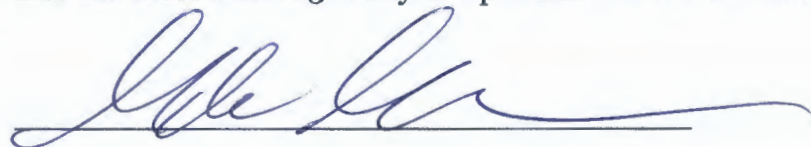
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**Glen GADFLY Gibellina**

**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: \_\_\_\_\_

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

**AGENDA SPEAKER FORM**

Agenda Item No. and Project

Name: Items 11 and 12

Name: Lucy Kisela

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?

Email, Phone, or Mailing Address.

Enter here: lucykisela2@gmail.com

**AGENDA SPEAKER FORM**

Agenda Item No. and Project

Name: 211 Am 12

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

Name: GREG KISELA

County of Residence: MANATEE

\_\_\_\_\_

Position:

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

Against: X

Comment: R4E ROAD IMPACT

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

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

Email, Phone, or Mailing Address.

Enter here: 850-585-1695

KISELAGREG@BMA.LI.COM

\_\_\_\_\_