



Mangrove Point
Mitigation Bank LLC

MANGROVE POINT MITIGATION BANK

This WETLAND CREDIT SALE ("Agreement") is made and entered into by and between Mangrove Point Mitigation Bank, LLC, a Florida limited liability company, whose office is located at 203 Main Street, Franklin, Louisiana 70538 (the "Seller") and Manatee County, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1000, Bradenton, Florida 34206 ("Buyer") on this 2nd day of June 2026 (the "Effective Date").

RECITALS

WHEREFORE, Seller is the Sponsor of the Mangrove Point Mitigation Bank ("Mitigation Bank") located within Hillsborough County, Florida within the Hillsborough Watershed (the "Mitigation Area"), previously approved by the Southwest Florida Water Management District ("SWFWMD"), Permit No. 43035355.002, dated November 22, 2013, and the United States Army Corps of Engineers ("USACE"), Permit No. SAJ-2009-02556, dated April 4, 2020.

WHEREFORE, Buyer, for the account of itself and its affiliates, desires to buy from Seller wetland mitigation credits to meet the compensatory mitigation requirements of SWFWMD Permit No. 917103 (the "SWFWMD Permit") and/or USACOE Permit No. SAJ-2010-02223-EWG (the "USACOE Permit") to be issued to Buyer for a project known as Fort Hamer Road and Bridge Widening, Phase 1 located in Manatee County, Florida, and Seller agrees to sell such wetland mitigation credits to Buyer under the terms and conditions set out in this Agreement.

WHEREFORE, Buyer shall pay to Seller the full purchase price for the wetland mitigation

credits ("Purchase Price") or ten percent (10%) of the Purchase Price, as a non-refundable deposit, in exchange for reserving such wetland mitigation credits for ninety (90) days from the Effective Date.

WHEREFORE, All payments shall be made to Seller, Mangrove Point Mitigation Bank, LLC, and shall be made via wire transfer, ACH transfer, or check. In no instance shall wetland mitigation credits be transferred by Seller prior to Seller having received full payment of the Purchase Price. The wiring instructions are attached to this Agreement as Exhibit "A."

NOW, THEREFORE, in consideration of respective covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **RECITALS.** The foregoing Recitals are true and correct and incorporated herein as though fully set forth.
2. **SELLER'S SERVICES:**
 - A. Seller shall perform or has performed, the requisite wetland mitigation pursuant to all relevant rules, regulations, state permits including but not limited to the SWFWMD Permit and USACOE Permit, and authorizing agreements.
 - B. In consideration of the sum of \$400,000.00 per UMAM credit (for a state and federal saltwater forested credit) and \$500,000.00 per UMAM credit (for a state and federal saltwater herbaceous credit) paid by Buyer, Seller agrees to: (1) sell to Buyer 0.57 estuarine forested credits and 0.08 estuarine emergent credits (the "Credits") for the sum of \$268,000.00 to meet the compensatory mitigation requirements of Buyer's SWFWMD and/or USACOE Permits, and (2) assumes Buyer's responsibility to

perform the wetlands mitigation specified in Paragraph A above.

C. If Buyer makes the 10% non-refundable deposit toward the Purchase Price after the Effective Date of this Agreement, the Seller shall reserve the Credits for Buyer for a period of ninety (90) days from the date of the deposit. If Buyer fails to pay the full Purchase Price within the designated 90-day period, the deposit will be forfeited, and the Credits may be offered for purchase to another entity.

D. Upon receipt of this fully executed Agreement and Buyer's remittance of the full Purchase Price required hereunder and the issuance of the SWFWMD Permit and/or USACOE Permit to Manatee County for the Fort Hamer Road and Bridge Widening, Phase 1 project, Seller shall provide to Buyer documentation as required by the SWFWMD and/or USACOE to effectuate the transfer of the Credits to Buyer's project, which shall include, but is not limited to the following:

a. Within fifteen (15) days after receipt of the Purchase Price payment and a copy of the respective SWFWMD and/or USACOE Permits, a bill of sale evidencing receipt of payment and transfer of the Credits; and

b. In due course after receipt of such Purchase Price payment and a copy of the respective SWFWMD and/or USACOE Permits, record the sale of the Credits on Seller's ledger and notify Buyer and SWFWMD and/or USACOE of said sale and provide Buyer with simultaneous copies of all correspondence sent and received by Seller in connection with the project and the Credits.

3. WARRANTY:

A. Seller's Warranty: Seller represents and warrants that it has the authority and approval from the SWFWMD through Environmental Resource Permit No. 43035355.002 and the USACOE through USACOE Permit No. SAJ-2009-02556, to sell the Credits

granted herein and warrants that the wetlands mitigation shall be or was performed and maintained in accordance with the terms and conditions of its applicable permits referenced herein.

- B. Buyer's Warranty: (1) Buyer represents and warrants that the SWFWMD and/or USACOE and/or Buyer have calculated and determined the appropriate number of credits that are necessary to compensate for the wetlands loss attributed to Buyer's project; that Seller is relying on Buyer with respect thereto; and that Seller has made no representations or warranties to Buyer with respect to the necessary number of acres or credits for Buyer's needs; and (2) Buyer acknowledges and agrees that it does not have and shall not hereafter have any rights to any monies generated by or related to the Mitigation Bank (whether the surface or the subsurface of the Mitigation Bank) or any rights of ownership, use, or other rights to the Mitigation Bank.
- C. The parties shall have any and all remedies available to them, to the fullest extent of the law, for breach of any of the aforementioned warranties.

4. ASSIGNMENT:

This Agreement and the Credits which are the subject hereof are not assignable. Notwithstanding the foregoing, upon the purchase of the Credits, such Credits shall inure to the benefit of Buyer's project located in Manatee County, Florida, and any successor in interest that acquires such project or real property.

5. MISCELLANEOUS:

- A. No General Obligation. The obligations of Buyer set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of Buyer 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

Buyer or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. Buyer's payment obligation hereunder to is subject to the appropriation of legally available funds by its Board of County Commissioners.

- B. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- C. Indemnity. Seller shall indemnify, defend, keep, save and hold harmless Buyer, 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 act or occurrence of omission of Seller, its consultants, contractors, officers, agents or employees, in the performance of this Agreement and the warranties made hereunder. This indemnity provision shall remain enforceable subsequent to termination of this Agreement and shall continue until such time as any and all claims arising under this Agreement have been finally settled or adjudicated, regardless of when such claims are made.
- D. 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.

- E. 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 execute this Agreement on behalf of each party are authorized and empowered to execute said Agreement.
- F. The parties agree that no term or condition contained in this Agreement shall be construed or interpreted as: (a) denying Buyer any remedy or defense available to it under the laws of Florida; (b) a waiver of sovereign immunity by Buyer beyond the limitations provided in Section 768.28, Florida Statutes; or (c) resulting in the imposition of liability on Buyer for which it would not otherwise by law be responsible.
- G. Anti-Human Trafficking Affidavit. Attached hereto as **Exhibit "B"**, pursuant to section 787.06(14), Florida Statutes, is an executed affidavit by an officer or representative of Seller.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller and Buyer have executed this Credit Sale

Agreement this 2nd day of June 2026.

SELLER:

Mangrove Point Mitigation Bank, LLC
a Florida limited liability company

By: Aaron C. Landry
Aaron C. Landry
Director of Environmental Services

BUYER:

Manatee County, a political subdivision of the State of
Florida

By its Board of County Commissioners

By: JH
Chairperson



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

By: Ruth DC
Deputy Clerk

EXHIBIT A



203 Main Street
Franklin, Louisiana 70538
337-335-7292

7.1.2023

Regions Bank Routing # 062005690

201 Milan Parkway

Birmingham, AL 35211

Account # 0301605186

Mangrove Point Mitigation Bank, LLC

If you need additional information, please do not hesitate to contact me.

Regards,

Stephanie R. Clement
Administrative Manager
JMB Companies
203 Main Street
Franklin, Louisiana 70538
337-210-4370 (Franklin)

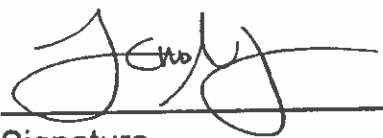
EXHIBIT B

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

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

1. I am the Manager of MANGROVE POINT MITIGATION BANK, 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.

Chad Murray



Signature

STATE OF FLORIDA
COUNTY OF ORANGE

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

- ☒ physical presence or
☐ online notarization

this 1st day of April, 2026, by Chad Murray, who

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

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

Tiffany Petkov
Signature of Notary Public

My Commission Expires: 2/25/2030

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





June 2, 2026 - Regular Meeting

Subject **should be "Bank"**

Execution of the Mangrove Point Mitigation Bank Purchase Agreement with Mangrove Point Mitigation ~~Point~~ LLC, for .57 Dual Estuarine Forested UMAM Credits and .08 Dual Estuarine Herbaceous UMAM Credits for a total of .65 Credits from the Mangrove Point Mitigation Bank for the Fort Hamer Bridge Four-Lane Project located in the Manatee River Basin, Scott May, P.E., County Engineer – District 1

Category
CONSENT AGENDA

Briefings
None

Contact and/or Presenter Information
Scott May, P.E. - County Engineer, Public Works Department, Ext. 7650

Action Requested **should be "Bank"**
Execution of the Mangrove Point Mitigation Bank Purchase Agreement by the Chairman between Mangrove Point Mitigation ~~Point~~ LLC, and Manatee County for .57 Dual Estuarine Forested UMAM Credits and .08 Dual Estuarine Herbaceous UMAM Credits for a total of .65 Credits from the Mangrove Point Mitigation Bank for the Fort Hamer Bridge - Four-Lane Project located in the Manatee River Basin.

Enabling/Regulating Authority
Chapter 125, Florida Statutes, County Government
Chapter 336, Florida Statutes, County Road System

Applicable Advisory Board
N/A

Background Discussion

- The County's Capital Improvement Plan (CIP) project #6118061 includes improvements on Fort Hamer Road from Upper Manatee River Road to just north of Rive Isle Run in Parrish, FL. The project includes the widening of Fort Hamer Road from a two-lane undivided roadway to four lanes, shared-use path and sidewalks to enhance safety, improve traffic operations, provide multimodal access, and meet future transportation demand including building of a new 2 lane bridge adjacent to the current Fort Hamer Bridge.

- As part of the project, 0.57 Dual Estuarine Forested and 0.08 Dual Estuarine Herbaceous UMAM Credits are required for a total of 0.65 Dual Estuarine credits.
- The Florida Department of Environmental Protection (FDEP) and Southwest Florida Water Management District (SWFWMD) require mitigation for impacts on wetlands to offset the loss of wetland function in the Manatee River Basin. Estuarine Forested and estuarine Herbaceous mitigation credits are available in the Mangrove Point Mitigation Bank.
- According to the credit purchase agreement sent by Mangrove Point Mitigation Bank, the total price for 0.65 credits is \$268,000.00 which is based on a price of \$400,000.00 per Dual Estuarine Forested UMAM Credit and \$500,000.00 per Dual Estuarine Herbaceous UMAM credit.
- Deposit of \$26,800.00 will be paid after approval to receive a credit reservation letter from the bank as required by the permitting agencies to issue our SWFWMD and USACOE permit(s). The bank has requested the remaining cost of the credits in the amount of \$241,200.00 be paid within 60 days of agreement acceptance by the board.
- This agenda item was continued from April 7, 2026, and May 19, 2026.

Attorney Review

Formal Written Review (Opinion memo must be attached) Hodges

Instructions to Board Records

Please ensure that page 7 is signed by the Chairman.

Please return one 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
- jeff.streitmatter@mymanatee.org
- justin.rourk@mymanatee.org
- brent.stufflebeam@mymanatee.org
- PWFiscalCIP@mymanatee.org

Distributed 6/3/26, RT

Cost and Funds Source Account Number and Name

\$268,000.00/ 380-6118060 / Road Impact Fees

Amount and Frequency of Recurring Costs

N/A



Mangrove Point
Mitigation Bank LLC

May 19, 2026

Manatee County
P.O. Box 1000
Bradenton, Florida 34206

***Project: Fort Hamer Road and Bridge Widening, Phase 1
SWFWMD Permit No. 917103
USACOE Permit No. SAJ-2010-02223-EWG
Mangrove Point Mitigation Bank Letter of Credit Reservation***

To Whom it May Concern:

This letter is to confirm that Manatee County has reserved 0.57 State and Federal Estuarine Forested UMAM Credits and 0.08 State and Federal Estuarine Emergent UMAM Credits from Mangrove Point Mitigation Bank (MPMB) (SWFWMD Permit No. 43035355.005 and USACOE Permit No. SAJ-2009-02556) for the Fort Hamer Road and Bridge Widening, Phase 1 (SWFWMD Permit No. 917103 and USACOE Permit No. SAJ-2010-02223-EWG) project.

Upon fulfillment of all the terms of a Sales Agreement between Manatee County and Mangrove Point Mitigation Bank, LLC and the issuance of buyers SWFWMD and/or USACOE permit(s) for the Fort Hamer Road and Bridge Widening, Phase 1 project, MPMB will authorize and request transfer of the aforementioned credits from MPMB's State (SWFWMD) and/or Federal (USACOE) Credit Ledger(s).

Please contact Tiffany Petkov at 407-405-6016 or Tiffany@imbcompanies.com if you have any questions or need further information.

Sincerely,

Aaron C. Landry
Mangrove Point Mitigation Bank

cc:



OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY

Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whitni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Angelina L. Stratton

Jared M. Monahan

Kristina H. Snyderman

MEMORANDUM

DATE: May 7, 2026

TO: Scott May, P.E., County Engineer, Deputy Director, Public Works Dept.

FROM: Whitni M. Hodges, Assistant County Attorney *Approved by WMA 05/05/2026*

RE: **Mangrove Pt Mitigation Bank Wetland Credit Sales Agreement; RLS No. 25/26-0314**

Mr. May and Team,

Please allow this Memorandum and its attachments to serve as the CAO's response to the referenced RLS which sought the legal sufficiency review of a proposed Wetland Credit Sale between Mangrove Point Mitigation Bank, LLC, and Manatee County for the purchase and issuance of wetland mitigation credits for the Fort Hamer Road and Bridge widening project, Phase I (the "Agreement"). No specific legal concerns or issues were raised in the RLS. Subject to acceptance of the tracked changes and resolution of the issues raised in the comments in the attached, and the attachment and labeling of the exhibits referenced in the Agreement, the Agreement is legally sufficient for the Board's consideration and execution. I express no opinion as to the business judgment or policy decision of the wetland mitigation credits as proposed in the Agreement.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

*Florida Bar Board Certified in City, County and Local Government Law

Attachments:

PDF of Agreement with CAO tracked changes and comments

Word version of Agreement with CAO tracked changes and comments

Copies [with attachments] to:

Corey Stutte, Deputy County Administrator

Chad Butzow, P.E., Director, Public Works Department

Mike Sturm, P.E., Assistant County Engineer, Public Works – Engineering
Services

Justin Rourk, Project Manager, Public Works Department – Project Management

Stephen Siirtola, P.E., Infrastructure Planning Division Manager

Brent Stufflebeam, P.E., Project Engineer I, Public Works

Liz O'Connor, Sr. Administrative Specialist, Public Works

Yessy Salinas, Sr. Administrative Specialist, Public Works

Pamela J. D'Agostino, County Attorney



MANGROVE POINT MITIGATION BANK

This WETLAND CREDIT SALE ("Agreement") is made and entered into by and between Mangrove Point Mitigation Bank, LLC, a Florida limited liability company, whose office is located at 203 Main Street, Franklin, Louisiana 70538 (the "Seller") and Manatee County, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1000, Bradenton, Florida 34206 ("Buyer") on this _____ day of _____, 2026 (the "Effective Date").

RECITALS

WHEREFORE, Seller is the Sponsor of the Mangrove Point Mitigation Bank ("Mitigation Bank") located within Hillsborough County, Florida within the Hillsborough Watershed (the "Mitigation Area"), previously approved by the Southwest Florida Water Management District ("SWFWMD"), Permit No. 43035355.002, dated November 22, 2013, and the United States Army Corps of Engineers ("USACE"), Permit No. SAJ-2009-02556, dated April 4, 2020.

WHEREFORE, Buyer, Manatee County, for the account of itself and its affiliates, ~~(collectively "Buyer")~~ desires to buy from Seller wetland mitigation credits to meet the compensatory mitigation requirements of SWFWMD Permit No. 917103 (the "SWFWMD Permit") and/or USACOE Permit No. SAJ-2010-02223-EWG (the "USACOE Permit") to be issued to Buyer for a project known as Fort Hamer Road and Bridge Widening, Phase 1 located in Manatee County, Florida, and Seller agrees to sell such wetland ~~m~~mitigation credits to Buyer, under the terms and conditions set out in ~~thi~~se Agreement.

WHEREFORE, ~~Payment of Deposit and Purchase Price:~~ Buyer shall pay to Seller the full purchase price for the wetland mitigation credits ("Purchase Price") or amount at the signing of the contract or a ten percent (10%) of the Purchase Price, as a non-refundable deposit, applicable to the Purchase Price, in exchange for reserving such wetland mitigation credits for a reservation period ending ninety (90) days from the Effective Date.

WHEREFORE, ~~Payment Method:~~ All payments shall be made to Seller, Mangrove Point Mitigation Bank, LLC, and shall be made via: ~~Buyer shall pay by either a~~ wire transfer, ACH transfer, or check. In no instance shall wetland mitigation credits ~~Credits~~ be transferred by Seller prior to Seller having received full payment of the Purchase Price. The ~~wiring~~ instructions are attached to this Agreement as Exhibit "A." ~~contract.~~

NOW, THEREFORE, in consideration of respective covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

~~NOW, THEREFORE, Seller and Buyer agree as follows:~~

1. **RECITALS.** The foregoing Recitals are true and correct and incorporated herein as though fully set forth.

1.2. **SELLER'S SERVICES:**

- A. Seller shall perform or has performed, the requisite wetland mitigation ~~(the "credits")~~ pursuant to all relevant rules, regulations, state permits including but not limited to the SWFWMD Permit and USACOE Permit, and authorizing agreements.
- B. In consideration of the sum of \$400,000.00 per UMAM credit (for a state and federal

Commented [WH1]: I recommend expanding upon this alternative deposit option in the Seller's Services section below. Maybe something like, "Should Buyer pay the 10% non-refundable deposit towards the Purchase Price after the Effective Date of this Agreement, Seller shall hold the Credits for Buyer for ninety (90) days from the Effective Date. Should Buyer not remit the full amount of the Purchase Price to Seller by the end of the referenced 90th day, then [FILL IN WHAT WILL HAPPEN HERE]."

saltwater forested credit) and \$500,000.00 per UMAM credit (for a state and federal saltwater herbaceous credit) paid by Buyer. Seller agrees to: (1) sell to Buyer 0.08 estuarine emergent credits and 0.57 estuarine forested credits (the “Credits”) for the sum of \$268,000.00 to meet the compensatory mitigation requirements of ~~the~~ Buyer’s SWFWMD and/or USACOE Permits, and (2) assumes Buyer’s responsibility to perform the wetlands mitigation specified in Paragraph A above.

Commented [WH2]: Is this the same as “saltwater forested credit”? If not, what is the rate for estuarine emergent credits? If so, change the language so its consistent.

C. Upon receipt of this fully executed Agreement and Buyer’s remittance of the full Purchase Price payment required hereunder and the issuance of the SWFWMD Permit and/or USACOE Permits to Manatee County for the Fort Hamer Road and Bridge Widening, Phase 1 project, Seller shall provide to Buyer documentation as required by the SWFWMD and/or USACOE to effectuate the transfer of the Credits to Buyer’s project, which shall include, but is not limited to including but not limited to the following:

Commented [WH3]: Have these permits already been issued? If so, this highlighted language should come out?

- a. Within fifteen (15) days after receipt of the Purchase Price payment and a copy of the respective SWFWMD and/or USACOE Permits, a bill of sale evidencing receipt of payment and ~~the~~ transfer of the Credits; and
- b. In due course after receipt of such Purchase Price payment and a copy of the respective SWFWMD and/or USACOE Permits, record the sale of the Credits on ~~the~~ Seller’s ledger and notify Buyer and SWFWMD and/or USACOE of said sale and provide Buyer with simultaneous copies of all correspondence sent and received by Seller in connection with the project and the Credits.

2.3 WARRANTY:

A. Seller's Warranty: Seller represents and warrants that it has the authority and approval from the SWFWMD through ~~the~~ Environmental Resource Permit No. 43035355.002 and ~~the~~ the USACOE through USACOE Permit No. SAJ-2009-02556, to sell the Credits granted herein and warrants that the wetlands mitigation shall be or ~~was~~ has ~~been~~ performed and maintained in accordance with the terms and conditions of the ~~p~~Permits.

B. Buyer's Warranty: (1) Buyer represents and warrants that the SWFWMD and/or USACOE and/or Buyer have calculated and determined the appropriate number of credits that are necessary to compensate for the wetlands loss attributed to Buyer's project; that Seller is relying on Buyer with respect thereto; and that Seller has made no representations or warranties to Buyer with respect to the necessary number of acres or credits for Buyer's needs; and (2) Buyer acknowledges and agrees that it does not have and shall not hereafter have: ~~(1)~~ any rights to any monies generated by or related to the Mitigation Bank (whether the surface or the subsurface of the Mitigation Bank); or ~~(2)~~ any rights of ownership, use, or other rights to ~~use in~~ the Mitigation Bank.

C. The parties shall have any and all remedies available to them, to the fullest extent of the law, for breach of any of the aforementioned warranties.

3.4 **ASSIGNMENT:**

This Agreement and the Credits which are the subject hereof are not assignable. Notwithstanding the foregoing, upon the purchase of the Credits, such Credits shall inure to the benefit of Buyer's project located in Manatee County, Florida, and any successor in interest that acquires such project or real property.

5. MISCELLANEOUS:

A. No General Obligation. The obligations of Buyer set forth herein shall not be construed

Commented [WH4]: Does the wetland mitigation need to be performed in accordance with Seller's USACE and SWFWMD permits referenced in this paragraph, or the County's USACE and SWFWMD permits for the project, or both? Clarification is needed here regarding what "permits" are actually being referenced.

Commented [WH5]: What are the County's remedies for the Seller's breach of this warranty or failure to perform the requisite mitigation?

to be or constitute general obligations, debts or liabilities of Buyer 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 Buyer or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. Buyer's payment obligation hereunder to is subject to the appropriation of legally available funds by its Board of County Commissioners.

B. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

C. Indemnity. Seller shall indemnify, defend, keep, save and hold harmless Buyer, 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 act or occurrence of omission of Seller, its consultants, contractors, officers, agents or employees, in the performance of this Agreement and the warranties made hereunder. This indemnity provision shall remain enforceable subsequent to termination of this Agreement and shall continue until such time as any and all claims arising under this Agreement have been finally settled or adjudicated, regardless of when such claims are made.

D. 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.

E. 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 execute this Agreement on behalf of each party are authorized and empowered to execute said Agreement.

F. The parties agree that no term or condition contained in this Agreement shall be construed or interpreted as: (a) denying Buyer any remedy or defense available to it under the laws of Florida; (b) a waiver of sovereign immunity by Buyer beyond the limitations provided in Section 768.28, Florida Statutes; or (c) resulting in the imposition of liability on Buyer for which it would not otherwise by law be responsible.

G. Anti-Human Trafficking Affidavit. Attached hereto as Exhibit "B", pursuant to section 787.06(14), Florida Statutes, is an executed affidavit by an officer or representative of Seller.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, ~~the~~-Seller and ~~the~~-Buyer have executed this Credit Sale Agreement this _____ day of _____, 2026.

SELLER:

Mangrove Point Mitigation Bank, LLC
a Florida limited liability company

By: Aaron C. Landry
Aaron C. Landry
Director of Environmental Services

BUYER:

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

MANATEE COUNTY GOVERNMENT**Capital Improvement Plan**

FY2026 - FY2030

Category: Transportation
Project Title: Fort Hamer Bridge - 4 Lane
Department: Public Works
Project Mgr: Tony Russo
Infra. Sales Tax: -
Project #: PJ6118061

Subcategory: Road Improvements**Status:** Existing**Comprehensive Plan Information**

CIE Project: Yes
 LOS/Concurrency: Yes Project Need: Growth

Project Location

District 1 Fort Hamer Bridge, Parrish

Description and Scope

Design and construct a two-lane bridge facility parallel to the existing Fort Hamer Bridge. Design to include pedestrian & bicycle facilities and lighting. It is anticipated that a Project Development & Corridor Study will be completed prior to starting the design.

Rationale

Manatee County intends to construct a two-lane bridge parallel to the existing Fort Hamer Bridge to serve as the southbound lanes for the 4 lanes build out. The existing two-lane bridge currently operates below the County's adopted level of service. The bridge expansion will alleviate existing deficiency as well as provide sufficient capacity to accommodate anticipated traffic growth. The bridge expansion, together with planned and underway roadway widening projects north and south of the existing bridge, will ensure a continuous four lane road from University Parkway to US 301, creating a parallel reliever facility to I-75 and add capacity to a crucial bridge over Manatee River. The State has approved 3 million dollars in design grant funding to support this project.

Schedule of Activities				Annual Operating Budget Impacts						Funding Strategy	
Activity	Start	End	Amount	Category	Fiscal Year			Amount	Gas Taxes & State Grant		
Design:	10/23	09/28	6,997,476	Personal:	-			-			
Land:	10/24	09/26	2,150,150	Non-Personal:	-			-			
Construction:	10/29	12/34	54,688,310	Operating Capital:	-			-			
Equipment:	-	-	-	Operating Total:	-			-			
Project Mgt.:	10/23	12/34	1,201,990	Revenue:	-			-			
Total Budgetary Cost Estimate			65,037,926	Net:	-			-	Means of Financing		
									Funding Source		
									All Prior Funding		10,349,616
									Debt Proceed Funds - Governmental		54,688,310
									Total Funding:		65,037,926
Programmed Funding											
Actual	Budget	FY2026	FY2027	FY2028	FY2029	FY2030	FY26 - 30 Total	Future	Grand Total		
2,635,113	10,349,616	-	-	-	-	-	-	54,688,310	65,037,926		

Means of Financing	
Funding Source	
All Prior Funding	10,349,616
Debt Proceed Funds - Governmental	54,688,310
Total Funding:	65,037,926