
THIRD AMENDMENT
to
COOPERATIVE AGREEMENT
regarding
CENTRAL COUNTY COMPLEX

MANATEE COUNTY, FLORIDA
MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP

This Third Amendment to Cooperative Agreement Regarding Central County Complex ("**Third Amendment**") is made and entered into as of the 22nd day of September, 2026, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP**, a Missouri limited partnership, hereinafter referred to as "**MREH**." The County and MREH are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, MREH and the County entered into a Cooperative Agreement Regarding Central County Complex, dated as of October 13, 2020 (the "**Original Agreement**"), in which the County is obligated to complete certain "Improvements" (as defined in the Original Agreement); and

WHEREAS, the Original Agreement was amended by the First Term Extension Amendment ("**First Amendment**") dated December 2, 2025, and further amended by the Second Term Extension Amendment ("**Second Amendment**") on June 29, 2026 (the Original Agreement as amended by the First Amendment, and the Second Amendment is referred to herein as the "**Agreement**").

WHEREAS, the Original Agreement required the County to complete certain Improvements within three (3) years of the effective date of the Original Agreement, subject

to adjustment for reasonable permitting or construction delays, or for delays beyond the County's control; and

WHEREAS, the County acknowledges that the Improvements were not completed by October 13, 2023, and that such delay was not a result of any of the permitted adjustments, and

WHEREAS, the Parties desire to extend the time to complete Improvements and to extend the term of the Agreement, to supplement and amend the Agreement with additional terms and clarification, and for MREH to waive any past or future claims for or related to the County's delay in completing the Improvements under the Original Agreement's deadlines.

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

SECTION I AMENDMENT OF AGREEMENT

1.0 Intent. This Third Amendment is intended to amend and supplement the Agreement. Except as expressly supplemented or amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Third Amendment shall control (except where this Third Amendment expressly states that the Agreement shall control). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1.1 Amendment to Section 1.1.B (Wetland Impact Mitigation). The last sentence of Section 1.1.B. of the Original Agreement shall be replaced with the following language: "The County will mitigate the 0.23 acres of wetland loss through the purchase of mitigation credits. The County shall purchase, initiate and complete transfer of such credits to MREH no later than six (6) months after the full execution of this Third Amendment to the Agreement."

1.2 Supplement to Section 1.1.C (Floodplain Compensation). Section 1.1.C. of the Original Agreement is hereby supplemented, accordingly, as follows:

A. Floodplain Compensation: The County has completed the permitting of the floodplain compensation pond ("Pond") on the Project Property as originally required by this section of the Original Agreement. A copy of the permit is attached hereto as "**Amendment Exhibit A.**" The Pond shall be constructed in accordance with the following:

- (i). The County shall commence construction of the Pond on or before January 31, 2027, and complete construction on or before December 31, 2027.
- (ii). The County reserves the right to expand the Pond to accommodate the Project Property's floodplain compensation or stormwater management, provided it does not adversely affect the use of the Pond as floodplain compensation for the development of the MREH Property.
- (iii). The County will grant to MREH any easements required by governing authorities to assure that the Pond satisfies the floodplain compensation requirements for the development of the MREH Property.
- (iv). The County will own the Pond and maintain the Pond.

1.3 Amendment to Section 1.2.A (Access Road). Section 1.2.A. of the Original Agreement shall be amended entirely, as follows:

A. Access Road: The County designed and permitted the Access Road for a standard intersection and roundabout design as of the date of this Third Amendment. The final design is set forth in construction plans titled "Construction Plans for Central County Complex Road and Utility Project", dated July 2025, on

file with the County Public Works Department. The Access Road shall be constructed in accordance with the following:

- i. The County substantially constructed the Access Road in accordance with the final design plans as of the date of this Third Amendment.
- ii. As of the date of this Third Amendment, the County has installed a driveway connection, including a curb cut and apron, to Roger Musgrave's home at a location acceptable to MREH. MREH acknowledges that this driveway was properly designed and constructed, including the requirement to accommodate a semi-truck and trailer.
- iii. MREH and its successors shall have full rights of access to the entire length of the Access Road, subject to normal and customary driveway spacing requirements for a local road (in addition to the driveway connection set forth immediately above).

1.4 Supplement to Section 1.2.B. (Public Utilities). Section 1.2.B. of the Original Agreement is hereby supplemented as follows:

B. Public Utilities: The Utility Improvements may be installed with the construction of the Access Road at the discretion of the County as set forth in the Original Agreement. If the Utility Improvements are not constructed concurrently with the Access Road, the Utility Improvements shall be installed as follows:

- (i). Potable Water: The Parties acknowledge that the optimal design of the potable water system serving the MREH Property will depend upon the design of the development planned for the site. The potable water system may include a water line along the Access Road, a connection to the existing sixteen-inch (16") potable water main on State Road 64 (SR 64), and/or a looped connection between the SR 64 line and the Access Road

line. The design, timing, and construction of the potable water Utility Improvements shall be subject to the following provisions:

- a. If the potable water line is to connect to SR 64 main, the County shall make the tap and provide a stub-out to the MREH Property.
- b. If the connection requires a line along the Access Road, the County shall construct such potable water line and provide one or more stub-outs at locations coordinated with MREH, to the extent those locations can be determined at the time of construction.
- c. If the final design requires the potable water system to be looped, MREH shall design its project to accommodate an easement for the County to construct and maintain such loop. The easement shall be designed to minimize interference with the development and is anticipated to be located along the west side of the existing FDOT stormwater pond or at the far east end of the MREH Property. The easement shall be in a form acceptable to the County, subject to acceptance by its BOCC at a public hearing and shall be purchased by the County at ninety percent (90%) of the fair market value of the fee simple interest in the land. If the Parties cannot agree on fair market value, the value shall be determined by averaging independent appraisals obtained by the County and MREH. The County's obligation to purchase the easement as provided herein is subject to the appropriation of legally available funds by the County's BOCC.
- d. Except as otherwise provided herein, the County shall construct the potable water line at its sole cost and expense within one (1) year after MREH applies for a Preliminary or Final Site Plan for any portion of the MREH Property and provides written notice thereof to the County Engineer.

- e. MREH shall be responsible, at its sole cost and expense, for constructing the on-site potable water lines and/or services within its property and connecting them to the County's potable water system.
- (ii). Wastewater: The County is preparing the design for a wastewater line along the Access Road that will serve County facilities within the Project Property. The County shall design this wastewater line to also accommodate the flow requirements necessary to serve the planned development of the MREH Property, consistent with Section 1.2.B of the Original Agreement. The design, timing, and construction of the wastewater Utility Improvements shall be subject to the following provisions:
 - a. The County shall complete and transmit the design of the wastewater line to MREH for review no later than six (6) months after MREH applies for a Preliminary or Final Site Plan for any portion of the MREH Property and provides written notice thereof to the Utilities Department c/o the County Engineer. The County shall coordinate with MREH and its engineers to ensure that the design adequately serves MREH's proposed development.
 - b. If not constructed earlier, the County shall construct the wastewater line at its sole cost and expense within one (1) year after obtaining all required permits for the wastewater line. The County shall provide one or more stub-outs at locations coordinated with MREH, to the extent those locations can be determined at the time of construction.
 - c. MREH shall be responsible, at its sole cost and expense, for constructing gravity sewer lines, force mains, and/or lift stations internal to the MREH Property and connecting them to the County's wastewater line.

1.5 No Development Rights. Section 1.5 of the Original Agreement is hereby amended to read as follows: "Nothing in this Agreement shall be construed to confer upon

MREH the right to receive any permit or approval for development as required pursuant to the County's Comprehensive Plan, Land Development Code or Code of Ordinances."

1.6 Termination Date. Section 2.2 of the Original Agreement is hereby amended to read as follows: "Unless terminated for cause in accordance with applicable law, this Agreement shall terminate on February 1, 2040."

1.7 Indemnification. Section 4.3 of the Original Agreement is hereby supplemented with the following language added at the end: "The County's indemnification obligations are limited as provided by Section 768.28, Florida Statutes, to the extent applicable. Further, nothing in this Agreement shall be interpreted as a waiver of the County's sovereign immunity, liability limitations, or available legal defenses, to the extent applicable. The indemnification obligations provided herein shall survive the Agreement's Term."

1.8 Notices. Section 4.10 of the Original Agreement is hereby supplemented and amended to require that any notice, request, or correspondence to be provided to the County, shall be sent to the County Engineer at the address provided below, in addition to any other County representative specified in the Agreement.

County Engineer
Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

SECTION II

EXTENSION CONSIDERATION

2.0 Extension Consideration. The County shall pay MREH the sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/ 100 DOLLARS (\$225,000.00) within ninety (90) days after the effective date of this Third Amendment as full, final, and complete consideration for the County's failure to complete the Improvements by the deadline provided in the Original Agreement, inclusive of any and all resulting waivers MREH hereby acknowledges and agrees that the obligations undertaken by the County pursuant to this Third Amendment constitute full and adequate consideration for MREH's

complete release and waiver of any potential past or future claims, damages, lawsuits, etc., that MREH may have as a result of the County's failure to complete the Improvements by the deadlines set forth in the Original Agreement (but exclusive of claims, damages, lawsuits, etc., arising from future delays or breaches). In addition, MREH hereby acknowledges and agrees that the obligations undertaken by the County pursuant to this Third Amendment constitute full and adequate consideration for the extensions of time to complete the obligations set forth in this Third Amendment.

SECTION III MISCELLANEOUS PROVISIONS

3.0 Remaining Provisions Unaffected. All provisions of the Agreement not expressly amended or supplemented pursuant to this Third Amendment shall remain in full force and effect as they appear in the Agreement. This Third Amendment and the Agreement together constitute the entire agreement between the Parties and supersede all prior written or oral agreements relating to the subject matter hereof. Any further amendments shall be in writing and executed by both Parties.

3.1 Successors in Interest. The rights and obligations of MREH described herein shall bind and inure to all successors in interest.

3.2 Severability. If any provision or portion of this Third Amendment is held to be unconstitutional, invalid or unenforceable, the remainder of this Third Amendment, together with the Agreement, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

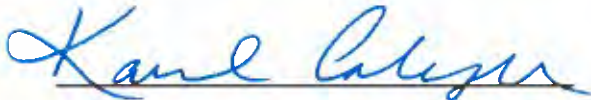
3.3 No Third-Party Beneficiaries. The Parties agree that this Third Amendment, together with the Agreement, has been entered for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

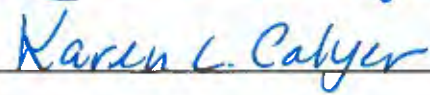
3.4 Headings. The headings or captions of sections or paragraphs used in this Third Amendment are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Third Amendment.

3.5 Anti-Human Trafficking. MREH shall provide the County with a sworn affidavit signed by an officer or a representative of MREH under penalty of perjury, substantially in the form attached hereto as "**Amendment Exhibit B**", attesting that MREH does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

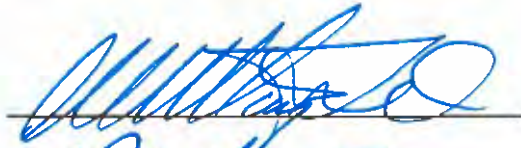
WHEREFORE, the County and MREH have executed this Third Amendment as of the date and year first above written.

WITNESSES:





Print Name





Print Name

MREH:

**MUSGRAVE REAL ESTATE
HOLDINGS, LIMITED PARTNERSHIP,**
a Missouri limited partnership

By: Musgrave Real Estate, LLC, as
General Partner

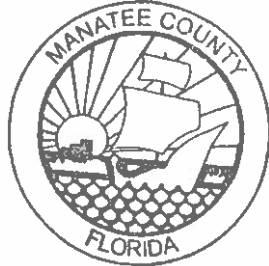
By: 

Kimberly Musgrave Schmidt, as a
manager

Date: 

MANATEE COUNTY, a political subdivision of
the State of Florida

By: Its Board of County Commissioners



By: *JH*
Chairperson

Date: *September 23, 2026*

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

By: *Robin Duth, AC*
Deputy Clerk

Amendment Exhibit A

Floodplain Permit

See permit attached hereto.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43046034.000**

EXPIRATION DATE: **August 19, 2027**

PERMIT ISSUE DATE: **August 19, 2022**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Musgrave Ranch Road

GRANTED TO: Manatee County
Attn: Andres Hidalgo
1026 26th Ave. E.
Bradenton, FL 34208

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a new stormwater management system serving a 19.04-acre roadway project, as named above and as shown on the approved construction drawings. The stormwater management system, which includes a man-made wet detention pond and two (2) floodplain compensations ponds (FPC 1 and 2), has been designed to accommodate the stormwater runoff associated with the construction of a 1,500 linear-foot two lane roadway, east of the intersection of Lena Road and Brower Drive, south of State Road 64 (SR-64), in Manatee County. The proposed floodplain compensations ponds (FPC 1 and 2) have been designed for future fill impacts. Separate permit authorizations will be required to utilize the excess compensation provided. Additional information regarding the stormwater management system, floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for this project.

OP. & MAIN. ENTITY: Manatee County

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Manatee

SEC/TWP/RGE: S36/T34S/R18E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 19.04

PROJECT SIZE: 19.04 Acres

LAND USE: Road Projects

DATE APPLICATION FILED: March 02, 2022

AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 1	0.47	MAN-MADE WET DETENTION
FPC 1	6.38	NO TREATMENT SPECIFIED
FPC 2	5.99	NO TREATMENT SPECIFIED
	Total: 12.84	

Water Quantity/Quality Comments:

Water quantity attenuation and water quality treatment will be provided in the stormwater management system, which consists of a man-made wet detention pond and two (2) floodplain compensations ponds (FPC 1 and 2). This project discharges to an open basin and the stormwater management system has been designed to limit the peak post-development 25-year, 24-hour discharge rate to the peak pre-development 25-year, 24-hour rate. Water quality treatment will be provided through conservation method. Additional permanent pool volume was added to the system in lieu of providing a littoral zone. All elevations on the permitted plans and drainage calculations are referenced in NAVD 88.

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.30	46.52	Storage Modeling	N/A

Floodplain Comments:

The Cypress Strand Flood Study and site-specific information were utilized to establish flood stages for the project area. The proposed improvements will result in approximately 0.30 acre-foot of floodplain encroachment for the proposed roadway. An additional 37.39 acre-feet of future floodplain impact has been incorporated in the design of the floodplain compensation areas and modeling. The Engineer-of-Record provided storage modeling to demonstrate no adverse off-site/on-site floodplain impacts will occur. Ponds FCP 1 and 2 provide approximately 46.52 acre-feet of floodplain storage.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
OSW 1	0.23	0.17	0.06	0.00	0.00	0.00
OSW 2	0.41	0.37	0.04	0.00	0.00	0.00
OSW 3	0.11	0.10	0.01	0.00	0.00	0.00
Total:	0.75	0.64	0.11	0.00	0.00	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

Wetlands are not located within the project area for this ERP; however, there are 0.75 acre of other surface waters (FLUCCS 510) located within the project area. Permanent filling impacts to 0.11 acre of the project surface waters will occur for construction of the project.

Mitigation Information

Mitigation Comments:

Mitigation is not required for permanent filling impacts to 0.10 acre of upland cut ditches pursuant to Subsection 10.2.2.2 of the ERP Applicant's Handbook Vol. I. Under this Subsection, mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Wetland mitigation will not be required for permanent filling impacts to 0.01 acre of hydric-cut ditches pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - a. wetland and surface water areas
 - b. wetland buffers
 - c. limits of approved surface water impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

4. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
5. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
6. The Permitted Plan Set for this project includes the set received by the District on May 11, 2022.
7. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

8. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
9. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
10. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior

to beneficial occupancy or use of the development being served by this system.

11. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
12. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property .
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
15. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
16. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Musgrave Ranch Road

PROJECT NAME

Road Projects

PROJECT TYPE

Manatee

COUNTY

S36/T34S/R18E

SEC(S)/TWP(S)/RGE(S)

Manatee County

PERMITTEE

APPLICATION ID/PERMIT NO: 837332 / 43046034.000

DATE ISSUED: August 19, 2022



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)

On the Internet at: WaterMatters.org

December 23, 2025

BOCC Manatee County Public Works
Attn: Scott May
1022 26th Avenue East
Bradenton, FL 34208

**Subject: Notice of Agency Action - Approval
ERP Minor Modification**

Project Name: Musgrave Ranch Road Connection Modification
App ID/Permit No: 929433 / 43046034.002
County: Manatee
Letter Received: November 03, 2025
Expiration Date: December 23, 2030
Sec/Twp/Rge: S36/T34S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

This modification to Environmental Resource Permit (ERP) Nos. 43046034.000 and 43046034.001, authorizes the following:

1. Extension of Musgrave Ranch Road approximately 400 linear feet east and the connection to Lena Road, as shown on the approved construction drawings. The Engineer-of-Record has demonstrated that the permitted stormwater management system (Pond SWF 1) can accommodate the proposed improvements without alterations to the previously permitted design. Temporary sediment and erosion control measures are to remain in place throughout construction.
2. This modification supersedes and replaces Permit No. 43046034.001, upon issuance of this permit.
3. All other terms and conditions of Permit No. 43046034.000, dated August 19, 2022 and entitled Musgrave Ranch Road, apply.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights
cc: Josie Wiederkehr
Joshua Wassermann
Molly C. Williams, P.E., Kimley-Horn and Associates, Inc.

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Amendment Exhibit B

Anti-Human Trafficking Affidavit

See affidavit attached hereto.

Amendment Exhibit B

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

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

1. I am the Manager of Musgrave Real Estate, LLC, which is the General partner of Musgrave Real Estate Holdings, Limited Partnership, a Missouri limited partnership (Entity). 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.

Kimberly Musgrave Schmidt


Signature

STATE OF FLORIDA
COUNTY OF MANATEE

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

- ☒ physical presence or
☐ online notarization

Amendment Exhibit B

this 18th day of September, 2026, by Kimberly Musgrave Schmidt,
who

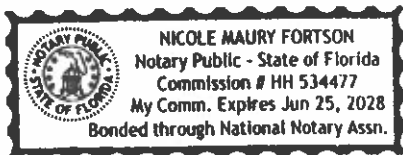
- ☒ is personally known to me or
☐ has produced _____ as identification.

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


Signature of Notary Public

My Commission Expires: June 25, 2028

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





September 22, 2026 - Regular Meeting

Subject

Approval and Execution of the Third Amendment to Cooperative Agreement for Central County Complex with Musgrave Real Estate Holding, Limited Partnership, Scott May, P.E., County Engineer– District 5

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

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

Action Requested

- Approve and execute the Third Amendment to the Cooperative Agreement for the Central County Complex with Musgrave Real Estate Holdings, Limited Partnership (MREH); and
- Authorize issuance of the \$225,000 consideration payment to MREH as provided in the Amendment.

Enabling/Regulating Authority

Chapter 125, Florida Statutes, Section 125.01

Applicable Advisory Board

N/A

Background Discussion

- This Third Amendment to Cooperative Agreement for Central County Complex (Third Amendment) amends and supplements the existing Cooperative Agreement between Manatee County and Musgrave Real Estate Holdings (MREH), originally executed in 2020 and previously amended in 2025 and 2026.
- The following summarizes changes made by this Third Amendment:
 - Acknowledges the County did not complete the required Improvements by the October 13, 2023 deadline, and such delays were not due to permitted or excusable circumstances.

- Extends the timeframe for completing Improvements and extends the overall Agreement term to February 1, 2040.
 - MREH provides a full and complete waiver of any past or future claims related to the County's failure to complete Improvements by the original deadlines.
 - County will pay MREH \$225,000 within 90 days of the Amendment's effective date as full consideration for the waiver and all associated extensions.
 - Updates wetland mitigation obligations, requiring the County to purchase 0.23 acres of mitigation credits and transfer them to MREH within six months of the Amendment's execution.
 - Confirms floodplain compensation pond permitting is complete and establishes deadlines for pond construction (begin by Jan. 31, 2027; complete by Dec. 31, 2027). Also clarifies ownership, easements, and allowable pond expansion.
 - Confirms Access Road design, substantial construction, and installation of driveway connection to Roger Musgrave's home; affirms access rights along the full road length.
 - Updates potable water and wastewater utility provisions, including design coordination, timing triggers tied to MREH's site plan submittals, easement requirements, cost responsibilities, and stub-out provisions.
 - Clarifies the Agreement does not grant development approvals; MREH must still comply with the County's Comprehensive Plan and land development regulations.
 - Supplements indemnification terms to reference statutory limitations and confirm no waiver of sovereign immunity.
 - Adds the County Engineer as an official notice recipient.
 - Requires MREH to provide an Anti-Human Trafficking affidavit pursuant to Florida Statutes §787.06.
 - Affirms all other Agreement provisions remain unchanged unless specifically modified.
- This Third Amendment Agreement was reviewed by the County's Attorney's Office and was found to be legally sufficient for the Board's consideration and execution.

Attorney Review

Formal Written Review (Opinion memo must be attached) Hodges

Instructions to Board Records

Please return one executed, hard copy to Public Works Department, attention Brent Stufflebeam, via interoffice mail.

Please send copy of approved agenda item to the following:

- scott.may@mymanatee.org
- stephen.siirtola@mymanatee.org
- brent.stufflebeam@mymanatee.org
- PWFiscalCIP@mymanatee.org
- christina.bowman@mymanatee.org
- cgrimes@grimesgalvano.com

Distributed 9/25/26, RT

Cost and Funds Source Account Number and Name

\$250,000 / TBD-6107561 / TBD

Amount and Frequency of Recurring Costs

N/A



September 22, 2026 - Regular Meeting

Subject

Updates to Agenda - September 21, 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 9/21/26) for the meeting of September 22, 2026:

GENERIC PUBLIC COMMENTS

- This agenda item was updated to include additional comments.

CONSENT AGENDA

Development Services

Item 21, Authorization for staff to record Satisfactions of Multiple Code Enforcement Liens, Stephanie Charles, Deputy Director, Tom Wooten, Code Enforcement Chief - Countywide

- This agenda item was updated to change the presenter to reflect Stephanie Charles, Development Services Deputy Director.

Item 22, Authorization for Staff to Record the Satisfaction of Lien for Case Number CE2018010290, Stephanie Charles, Deputy Director, Tom Wooten, Code Enforcement Chief - District 1

- This agenda item was updated to change the presenter to reflect Stephanie Charles, Development Services Deputy Director.

Financial Management

Item 26, Authorization to Allocate Additional Departmental Budgeted Funding to Blanket Purchase Order No. T2400728 for Backflow Preventer Services, Mark Molinaro, Cross Connection Control Supervisor - Multiple Districts

- This agenda item was updated to change the presenter to Patrick Shea, Utilities Director.

Item 28, Execution of Agreement No. 26-R090428LP for Pump Storage Building, Erik Gibson, Utilities Superintendent - District 3

- This agenda item was updated to change the presenter to Patrick Shea, Utilities Director.

Property Management

Item 31, Execution of Sovereignty Submerged Lands Fee Waived Lease between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County for submerged property known as the Kingfish Boat Ramp – Peter Morrow, Property Acquisition Division Manager – District 3

- This agenda item was updated with the correct Request for Legal Services Response.

Public Works

Item 39, Approval and Execution of the Third Amendment to Cooperative Agreement for Central County Complex with Musgrave Real Estate Holding, Limited Partnership, Scott May, P.E., County Engineer– District 5

- This agenda item was updated to move this item from the Consent Agenda to Regular; and include the finalized Third Amendment to Cooperative Agreement, which had a minor change to Section II, Extension and Waiver Justification, CAO Email Confirmation for Tracked Changes, and a revision to the Cost and Funds Source Account Number and Name Section to correct the dollar amount from \$250,000 to \$225,000.

ADVERTISED PUBLIC HEARINGS - LEGISLATIVE

Presentations Scheduled

Item 45, Adoption of Ordinance 26-36, regulating Simulated Gambling Devices and Memorandum of Understanding (MOU), Stephanie Charlies, Development Services Deputy Director - Countywide

- This agenda item was updated with revised Ordinance 26-36 correcting scrivener's errors relative to the Florida Administrative Code in Sections 2-21-151, paragraph 5, and 2-21-154, paragraph 4; and correcting the Action Requested to reflect Execution of the Memorandum of Understanding instead of Adoption of.

REPORTS

Natural Resources

Item 50, Report on the Duette Preserve Hunt Program

- This agenda item was updated with a revised Presentation Outline.

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

THIRD AMENDMENT
to
COOPERATIVE AGREEMENT
regarding
CENTRAL COUNTY COMPLEX

MANATEE COUNTY, FLORIDA
MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP

This Third Amendment to Cooperative Agreement Regarding Central County Complex (“**Third Amendment**”) is made and entered into as of the _____ day of _____, 2026, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “**County**,” and **MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP**, a Missouri limited partnership, hereinafter referred to as “**MREH**.” The County and MREH are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, MREH and the County entered into a Cooperative Agreement Regarding Central County Complex, dated as of October 13, 2020 (the “**Original Agreement**”), in which the County is obligated to complete certain “Improvements” (as defined in the Original Agreement); and

WHEREAS, the Original Agreement was amended by the First Term Extension Amendment (“**First Amendment**”) dated December 2, 2025, and further amended by the Second Term Extension Amendment (“**Second Amendment**”) on June 29, 2026 (the Original Agreement as amended by the First Amendment, and the Second Amendment is referred to herein as the “**Agreement**”).

WHEREAS, the Original Agreement required the County to complete certain Improvements within three (3) years of the effective date of the Original Agreement, subject

to adjustment for reasonable permitting or construction delays, or for delays beyond the County's control; and

WHEREAS, the County acknowledges that the Improvements were not completed by October 13, 2023, and that such delay was not a result of any of the permitted adjustments, and

WHEREAS, the Parties desire to extend the time to complete Improvements and to extend the term of the Agreement, to supplement and amend the Agreement with additional terms and clarification, and for MREH to waive any past or future claims for or related to the County's delay in completing the Improvements under the Original Agreement's deadlines.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and MREH agree as follows.

SECTION 1 AMENDMENT OF AGREEMENT

1.0 Intent. This Third Amendment is intended to amend and supplement the Agreement. Except as expressly supplemented or amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Third Amendment shall control (except where this Third Amendment expressly states that the Agreement shall control). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1.1 Amendment to Section 1.1.B (Wetland Impact Mitigation). The last sentence of Section 1.1.B. of the Original Agreement shall be replaced with the following language: "The County will mitigate the 0.23 acres of wetland loss through the purchase of mitigation credits. The County shall purchase, initiate and complete transfer of such credits to MREH no later than six (6) months after the full execution of this Third Amendment to the Agreement."

1.2 Supplement to Section 1.1.C (Floodplain Compensation). Section 1.1.C. of the Original Agreement is hereby supplemented, accordingly, as follows:

A. Floodplain Compensation: The County has completed the permitting of the floodplain compensation pond (“**Pond**”) on the Project Property as originally required by this section of the Original Agreement. A copy of the permit is attached hereto as “**Amendment Exhibit A.**” The Pond shall be constructed in accordance with the following:

- (i). The County shall commence construction of the Pond on or before January 31, 2027, and complete construction on or before December 31, 2027.
- (ii). The County reserves the right to expand the Pond to accommodate the Project Property’s floodplain compensation or stormwater management, provided it does not adversely affect the use of the Pond as floodplain compensation for the development of the MREH Property.
- (iii). The County will grant to MREH any easements required by governing authorities to assure that the Pond satisfies the floodplain compensation requirements for the development of the MREH Property.
- (iv). The County will own the Pond and maintain the Pond.

1.3 Amendment to Section 1.2.A (Access Road). Section 1.2.A. of the Original Agreement shall be amended entirely, as follows:

A. Access Road: The County designed and permitted the Access Road for a standard intersection and roundabout design as of the date of this Third Amendment. The final design is set forth in construction plans titled “Construction Plans for Central County Complex Road and Utility Project”, dated July 2025, on

file with the County Public Works Department. The Access Road shall be constructed in accordance with the following:

- i. The County substantially constructed the Access Road in accordance with the final design plans as of the date of this Third Amendment.
- ii. As of the date of this Third Amendment, the County has installed a driveway connection, including a curb cut and apron, to Roger Musgrave's home at a location acceptable to MREH. MREH acknowledges that this driveway was properly designed and constructed, including the requirement to accommodate a semi-truck and trailer.
- iii. MREH and its successors shall have full rights of access to the entire length of the Access Road, subject to normal and customary driveway spacing requirements for a local road (in addition to the driveway connection set forth immediately above).

1.4 Supplement to Section 1.2.B. (Public Utilities). Section 1.2.B. of the Original Agreement is hereby supplemented as follows:

B. Public Utilities: The Utility Improvements may be installed with the construction of the Access Road at the discretion of the County as set forth in the Original Agreement. If the Utility Improvements are not constructed concurrently with the Access Road, the Utility Improvements shall be installed as follows:

- (i). Potable Water: The Parties acknowledge that the optimal design of the potable water system serving the MREH Property will depend upon the design of the development planned for the site. The potable water system may include a water line along the Access Road, a connection to the existing sixteen-inch (16") potable water main on State Road 64 (SR 64), and/or a looped connection between the SR 64 line and the Access Road

line. The design, timing, and construction of the potable water Utility Improvements shall be subject to the following provisions:

- a. If the potable water line is to connect to SR 64 main, the County shall make the tap and provide a stub-out to the MREH Property.
- b. If the connection requires a line along the Access Road, the County shall construct such potable water line and provide one or more stub-outs at locations coordinated with MREH, to the extent those locations can be determined at the time of construction.
- c. If the final design requires the potable water system to be looped, MREH shall design its project to accommodate an easement for the County to construct and maintain such loop. The easement shall be designed to minimize interference with the development and is anticipated to be located along the west side of the existing FDOT stormwater pond or at the far east end of the MREH Property. The easement shall be in a form acceptable to the County, subject to acceptance by its BOCC at a public hearing and shall be purchased by the County at ninety percent (90%) of the fair market value of the fee simple interest in the land. If the Parties cannot agree on fair market value, the value shall be determined by averaging independent appraisals obtained by the County and MREH. The County's obligation to purchase the easement as provided herein is subject to the appropriation of legally available funds by the County's BOCC.
- d. Except as otherwise provided herein, the County shall construct the potable water line at its sole cost and expense within one (1) year after MREH applies for a Preliminary or Final Site Plan for any portion of the MREH Property and provides written notice thereof to the County Engineer.

- e. MREH shall be responsible, at its sole cost and expense, for constructing the on-site potable water lines and/or services within its property and connecting them to the County's potable water system.
- (ii). Wastewater: The County is preparing the design for a wastewater line along the Access Road that will serve County facilities within the Project Property. The County shall design this wastewater line to also accommodate the flow requirements necessary to serve the planned development of the MREH Property, consistent with Section 1.2.B of the Original Agreement. The design, timing, and construction of the wastewater Utility Improvements shall be subject to the following provisions:
- a. The County shall complete and transmit the design of the wastewater line to MREH for review no later than six (6) months after MREH applies for a Preliminary or Final Site Plan for any portion of the MREH Property and provides written notice thereof to the Utilities Department c/o the County Engineer. The County shall coordinate with MREH and its engineers to ensure that the design adequately serves MREH's proposed development.
 - b. If not constructed earlier, the County shall construct the wastewater line at its sole cost and expense within one (1) year after obtaining all required permits for the wastewater line. The County shall provide one or more stub-outs at locations coordinated with MREH, to the extent those locations can be determined at the time of construction.
 - c. MREH shall be responsible, at its sole cost and expense, for constructing gravity sewer lines, force mains, and/or lift stations internal to the MREH Property and connecting them to the County's wastewater line.

1.5 No Development Rights. Section 1.5 of the Original Agreement is hereby amended to read as follows: "Nothing in this Agreement shall be construed to confer upon

MREH the right to receive any permit or approval for development as required pursuant to the County's Comprehensive Plan, Land Development Code or Code of Ordinances.”

1.6 Termination Date. Section 2.2 of the Original Agreement is hereby amended to read as follows: “Unless terminated for cause in accordance with applicable law, this Agreement shall terminate on February 1, 2040.”

1.7 Indemnification. Section 4.3 of the Original Agreement is hereby supplemented with the following language added at the end: “The County’s indemnification obligations are limited as provided by Section 768.28, Florida Statutes, to the extent applicable. Further, nothing in this Agreement shall be interpreted as a waiver of the County’s sovereign immunity, liability limitations, or available legal defenses, to the extent applicable. The indemnification obligations provided herein shall survive the Agreement’s Term.”

1.8 Notices. Section 4.10 of the Original Agreement is hereby supplemented and amended to require that any notice, request, or correspondence to be provided to the County, shall be sent to the County Engineer at the address provided below, in addition to any other County representative specified in the Agreement.

County Engineer
Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

SECTION II EXTENSION CONSIDERATION

2.0 Extension Consideration. The County shall pay MREH the sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/ 100 DOLLARS (\$225,000.00) within ninety (90) days after the effective date of this Third Amendment as full, final, and complete consideration for the County’s failure to complete the Improvements by the deadline provided in the Original Agreement, inclusive of any and all resulting waivers MREH hereby acknowledges and agrees that the obligations undertaken by the County pursuant to this Third Amendment constitute full and adequate consideration for MREH’s

complete release and waiver of any potential past or future claims, damages, lawsuits, etc. that MREH may have for or in relation to the County's failure to complete the Improvements by the deadlines set forth in the Original Agreement. In addition, MREH hereby acknowledges and agrees that the obligations undertaken by the County pursuant to this Third Amendment constitute full and adequate consideration for the extensions of time to complete the obligations set forth in this Third Amendment.

SECTION III MISCELLANEOUS PROVISIONS

3.0 Remaining Provisions Unaffected. All provisions of the Agreement not expressly amended or supplemented pursuant to this Third Amendment shall remain in full force and effect as they appear in the Agreement. This Third Amendment and the Agreement together constitute the entire agreement between the Parties and supersede all prior written or oral agreements relating to the subject matter hereof. Any further amendments shall be in writing and executed by both Parties.

3.1 Successors in Interest. The rights and obligations of MREH described herein shall bind and inure to all successors in interest.

3.2 Severability. If any provision or portion of this Third Amendment is held to be unconstitutional, invalid or unenforceable, the remainder of this Third Amendment, together with the Agreement, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

3.3 No Third-Party Beneficiaries. The Parties agree that this Third Amendment, together with the Agreement, has been entered for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

3.4 Headings. The headings or captions of sections or paragraphs used in this Third Amendment 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 Third Amendment.

3.5 Anti-Human Trafficking. MREH shall provide the County with a sworn

affidavit signed by an officer or a representative of MREH under penalty of perjury, substantially in the form attached hereto as “**Amendment Exhibit B**”, attesting that MREH does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

REVISED/REPLACED

WHEREFORE, the County and MREH have executed this Third Amendment as of the date and year first above written.

WITNESSES:

Print Name

Print Name

MREH:

MUSGRAVE REAL ESTATE

HOLDINGS, LIMITED PARTNERSHIP,

a Missouri limited partnership

By: Musgrave Real Estate, LLC, as
General Partner

By: _____

Kimberly Musgrave Schmidt, as a
manager

Date: _____

REVISED/REPLACED

MANATEE COUNTY, a political subdivision of
the State of Florida

By: Its Board of County Commissioners

By: _____
Chairperson

Date: _____

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

By: _____
Deputy Clerk

REVISED/REPLACED

Amendment Exhibit A

Floodplain Permit

See permit attached hereto.

REVISED/REPLACED

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43046034.000**

EXPIRATION DATE: August 19, 2027

PERMIT ISSUE DATE: August 19, 2022

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Musgrave Ranch Road

GRANTED TO: Manatee County
Attn: Andres Hidalgo
1026 26th Ave. E.
Bradenton, FL 34208

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a new stormwater management system serving a 19.04-acre roadway project, as named above and as shown on the approved construction drawings. The stormwater management system, which includes a man-made wet detention pond and two (2) floodplain compensations ponds (FPC 1 and 2), has been designed to accommodate the stormwater runoff associated with the construction of a 1,500 linear-foot two lane roadway, east of the intersection of Lena Road and Brower Drive, south of State Road 64 (SR-64), in Manatee County. The proposed floodplain compensations ponds (FPC 1 and 2) have been designed for future fill impacts. Separate permit authorizations will be required to utilize the excess compensation provided. Additional information regarding the stormwater management system, floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for this project.

OP. & MAIN. ENTITY: Manatee County

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Manatee

SEC/TWP/RGE: S36/T34S/R18E

**TOTAL ACRES OWNED
OR UNDER CONTROL:**

19.04

PROJECT SIZE: 19.04 Acres

LAND USE: Road Projects

DATE APPLICATION FILED: March 02, 2022

AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 1	0.47	MAN-MADE WET DETENTION
FPC 1	6.38	NO TREATMENT SPECIFIED
FPC 2	5.99	NO TREATMENT SPECIFIED
Total: 12.84		

Water Quantity/Quality Comments:

Water quantity attenuation and water quality treatment will be provided in the stormwater management system, which consists of a man-made wet detention pond and two (2) floodplain compensations ponds (FPC 1 and 2). This project discharges to an open basin and the stormwater management system has been designed to limit the peak post-development 25-year, 24-hour discharge rate to the peak pre-development 25-year, 24-hour rate. Water quality treatment will be provided through conservation method. Additional permanent pool volume was added to the system in lieu of providing a littoral zone. All elevations on the permitted plans and drainage calculations are referenced in NAVD 88.

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.30	46.52	Storage Modeling	N/A

Floodplain Comments:

The Cypress Strand Flood Study and site-specific information were utilized to establish flood stages for the project area. The proposed improvements will result in approximately 0.30 acre-foot of floodplain encroachment for the proposed roadway. An additional 37.39 acre-feet of future floodplain impact has been incorporated in the design of the floodplain compensation areas and modeling. The Engineer-of-Record provided storage modeling to demonstrate no adverse off-site/on-site floodplain impacts will occur. Ponds FCP 1 and 2 provide approximately 46.52 acre-feet of floodplain storage.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
OSW 1	0.23	0.17	0.06	0.00	0.00	0.00
OSW 2	0.41	0.37	0.04	0.00	0.00	0.00
OSW 3	0.11	0.10	0.01	0.00	0.00	0.00
Total:	0.75	0.64	0.11	0.00	0.00	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

Wetlands are not located within the project area for this ERP; however, there are 0.75 acre of other surface waters (FLUCCS 510) located within the project area. Permanent filling impacts to 0.11 acre of the project surface waters will occur for construction of the project.

Mitigation Information

Mitigation Comments:

Mitigation is not required for permanent filling impacts to 0.10 acre of upland cut ditches pursuant to Subsection 10.2.2.2 of the ERP Applicant's Handbook Vol. I. Under this Subsection, mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Wetland mitigation will not be required for permanent filling impacts to 0.01 acre of hydric-cut ditches pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

REVISED/REPLACED

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - a. wetland and surface water areas
 - b. wetland buffers
 - c. limits of approved surface water impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

4. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
5. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
6. The Permitted Plan Set for this project includes the set received by the District on May 11, 2022.
7. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

8. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
9. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
10. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior

to beneficial occupancy or use of the development being served by this system.

11. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
12. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
15. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
16. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@myFWC.com.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
 1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
 1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

Musgrave Ranch Road
PROJECT NAME

Road Projects
PROJECT TYPE

Manatee
COUNTY

36/T34S/R18E
SEC(S)/TWP(S)/RGE(S)

Manatee County
PERMITTEE

APPLICATION ID/PERMIT NO: 837332 / 43046034.000

DATE ISSUED: August 19, 2022



David Kramer, P.E.

Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

REVISED/REPLACED

REVISED/REPLACED



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

December 23, 2025

BOCC Manatee County Public Works
Attn: Scott May
1022 26th Avenue East
Bradenton, FL 34208

Subject: **Notice of Agency Action - Approval
ERP Minor Modification**

Project Name: Musgrave Ranch Road Connection Modification
App ID/Permit No: 929433 / 43046034.002
County: Manatee
Letter Received: November 03, 2025
Expiration Date: December 23, 2030
Sec/Twp/Rge: S36/T34S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

This modification to Environmental Resource Permit (ERP) Nos. 43046034.000 and 43046034.001, authorizes the following:

1. Extension of Musgrave Ranch Road approximately 400 linear feet east and the connection to Lena Road, as shown on the approved construction drawings. The Engineer-of-Record has demonstrated that the permitted stormwater management system (Pond SWF 1) can accommodate the proposed improvements without alterations to the previously permitted design. Temporary sediment and erosion control measures are to remain in place throughout construction.
2. This modification supersedes and replaces Permit No. 43046034.001, upon issuance of this permit.
3. All other terms and conditions of Permit No. 43046034.000, dated August 19, 2022 and entitled Musgrave Ranch Road, apply.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights
cc: Josie Wiederkehr
Joshua Wassermann
Molly C. Williams, P.E., Kimley-Horn and Associates, Inc.

REVISED/REPLACED

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9788. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

REVISED/REPLACED

REVISED/REPLACED

Amendment Exhibit B

Anti-Human Trafficking Affidavit

See affidavit attached hereto.

REVISED/REPLACED



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

Whittni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Jared M. Monahan

Kristina H. Snyderman

MEMORANDUM

DATE: August 31, 2026

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

FROM: Whittni M. Hodges, Assistant County Attorney *Approved by WMA 8/31/2026*

RE: **Supplemental RLS Response for Second Amendment to Cooperative Agreement for Central County Complex; RLS No. 25/26-0214**

Issue Presented:

This RLS originally sought the legal sufficiency review of a proposed "Second Amendment to Cooperative Agreement regarding Central County Complex". We provided our original response on March 5, 2026. Since that time, the parties entered into a different second amendment, which extended the term of the original agreement to October 1, 2026. We were recently provided with an updated "Third Amendment to Cooperative Agreement regarding County Complex" ("Third Amendment"), which includes a few changes from the original proposed Second Amendment, for the CAO's legal sufficiency review. No specific concerns or legal issues were raised.

Brief Answer:

The proposed Third Amendment with our tracked changes (in red) and comments is attached. Subject to the acceptance of our tracked changes and resolution of any issues raised in the comments to the attached, the Third Amendment is legally sufficient for the Board's consideration.

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

Discussion:

On October 13, 2020, Musgrave Real Estate Holdings, LP ("MREH") and the County entered into a Cooperative Agreement regarding the development of certain property, as well as a "Contract for Sale and Purchase for the Central County Complex" for the County's purchase of a portion of this certain property for County utility facilities and law enforcement services. Essentially, the County agreed to complete certain improvements to the property (roads, utilities, etc.) as partial consideration for MREH's sale of a portion of the property to the County. Under the original agreement, the County was required to complete these improvements on or before October 13, 2023, but failed to do so. The parties then entered a "First Amendment," which extended the term of the original agreement to July 1, 2026, but it did not extend the County's deadline to complete the improvements.

The original proposed Second Amendment provided under this RLS addressed the County's breach, allowing the County to continue to complete the improvements under the original agreement. It also provided that MREH would transfer to the County certain land interests and easements needed for an anticipated roundabout, in exchange for the County's payment of \$2,698,075.70. This original proposed Second Amendment went before the Board at the June 16, 2026 Board of County Commissioners' regular meeting. The Board expressed issues with the valuation of the proposed easement and land interests, and in response, staff requested a continuance of the matter and authority to execute an alternative "second amendment" extending the term of the original agreement to October 1, 2026, which was approved.

The current proposed Third Amendment was submitted by MREH's counsel, Caleb Grimes, and proposes (again) to address the County's breach and allow the County to complete the improvements under the original agreement. Mr. Grimes' tracked changes are in blue. This Third Amendment no longer includes terms for the County's purchase of certain land interests and easements from MREH for a proposed roundabout. However, it does now provide for a \$225,000 payment to MREH as "consideration" for the County's failure to complete the improvements by the original deadline and as "consideration" for MREH's waiver of any past and future claims, damages, lawsuits, etc. for or related to the County's failure to complete the improvements by the original deadline. This additional term is a business term and thus outside the scope of my review, but I provided some additional information for your consideration in the comments to the attached Third Amendment, based on my discussions with staff.

Conclusion:

The proposed Third Amendment, attached hereto with our tracked changes and comments, is legally sufficient for the Board's consideration and execution, subject to the

acceptance of our tracked changes and resolution of the issues raised in the comments. If you have any questions about this supplemental response, please do not hesitate to contact me.

Attachments:

PDF of Third Amendment to MREH and County Cooperative Agreement with CAO tracked changes

Word Version of Third Amendment to MREH and County Cooperative Agreement with CAO tracked changes

Copies [with attachments] to:

Bryan Parnell, Deputy County Administrator
Chad Butzow, P.E., Director, Public Works Department
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

SECOND~~THIRD~~ AMENDMENT

to

COOPERATIVE AGREEMENT

regarding

CENTRAL COUNTY COMPLEX

MANATEE COUNTY, FLORIDA
MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP

This ~~Second~~Third Amendment to Cooperative Agreement Regarding Central County Complex ("Third Amendment") is made and entered into as of the _____ day of _____, 2026, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP**, a Missouri limited partnership, hereinafter referred to as "**MREH**." The County and MREH are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, MREH and the County entered into a Cooperative Agreement Regarding Central County Complex, dated as of October 13, 2020 ~~←(the "~~Original Agreement"~~)~~, in which the County is obligated to complete certain "Improvements" (as defined in the Original Agreement); and

WHEREAS, ~~MREH and the County entered into a~~Original Agreement was amended by the First Term Extension Amendment ~~to the Agreement on ("First Amendment") dated December 2, 2025~~to extend, and further amended by the Agreement's term~~Second Term Extension Amendment ("Second Amendment") on June 29, 2026 (the Original Agreement as amended by the First Amendment, and the Second Amendment is referred to herein as the "Agreement").~~

WHEREAS, the Original Agreement required the County to complete ~~the~~certain Improvements within three (3) years of the effective date of the Original Agreement, subject

to adjustment for reasonable permitting or construction delays, or for delays beyond the County's control; and

WHEREAS, the County acknowledges that the Improvements were not completed by October 13, 2023, and that such delay was not a result of any of the permitted adjustments, and

WHEREAS, the ~~parties~~[Parties](#) desire to extend the time to complete Improvements and to extend the term of the Agreement, to supplement and amend the Agreement with additional terms and clarification, and for MREH to waive any past or future claims for or related to the County's delay in completing the Improvements under the [Original Agreement's original deadline, all as set forth herein.](#) ~~deadlines.~~

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

SECTION I AMENDMENT OF AGREEMENT

1.0 Intent. This [Third](#) Amendment is intended to amend and supplement the Agreement. Except as expressly supplemented or amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this [Third](#) Amendment shall control (except where this [Third](#) Amendment expressly states that the ~~original~~ Agreement shall control). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1.1 Amendment to Section 1.1.B (Wetland Impact Mitigation). The last sentence of Section 1.1.B. [of the Original Agreement](#) shall be replaced with the following language: "The County will mitigate the 0.23 acres of wetland loss through the purchase of mitigation credits. The County shall purchase, initiate and complete transfer of such credits to MREH no later than six (6) months after the full execution of this [Third](#) Amendment [to the Agreement](#)."

1.2 Supplement to Section 1.1.C (Floodplain Compensation). Section 1.1.C. of the [Original](#) Agreement is hereby supplemented, accordingly, as follows:

A. Floodplain Compensation: The County has completed the permitting of the floodplain compensation pond (“**Pond**”) on the Project Property as originally required by this section of the [Original](#) Agreement. A copy of the permit is attached hereto as “**Amendment Exhibit A.**” The Pond shall be constructed in accordance with the following:

(i). The County shall commence construction of the Pond on or before January 31, 2027, and complete construction on or before December 31, 2027, ~~unless MREH exercises its option to commence construction first pursuant to subsection (ii) below.~~

~~(ii). In the event MREH begins land alteration activities on the MREH Property prior to January 31, 2027, and provides written notice to the County Engineer of its election to construct the Pond, the County shall grant MREH a license to enter the Project Property to construct the Pond in accordance with the approved plans and permits. The County shall be released from its obligation to commence and complete construction of the Pond but shall remain obligated to reimburse MREH for the reasonable and customary costs of such construction, not to exceed \$5,802,336.25, pursuant to a separate reimbursement agreement consistent with the County's standard practices for public improvements and Florida law, to be entered into by the parties hereto. The County's obligation to reimburse MREH is subject to the appropriation of legally available funds by the County's Board of County Commissioners (“BOCC”).~~

~~(iii)-(ii).~~ The County reserves the right to expand the Pond to accommodate the Project Property's floodplain compensation or stormwater management, provided it does not adversely affect the use of the Pond as floodplain compensation for the development of the MREH Property.

~~(iv)-(iii).~~ The County will grant to MREH any easements required by governing authorities to assure that the Pond satisfies the floodplain compensation requirements for the development of the MREH Property.

~~(v)-(iv).~~ The County will own the Pond and maintain the Pond.

1.3 Amendment to Section 1.2.A (Access Road). Section 1.2.A. of the [Original](#) Agreement shall be amended entirely, as follows:

A. Access Road: The County designed and permitted the Access Road for a standard intersection and roundabout design as of the date of this [Third](#) Amendment. The final design is set forth in construction plans titled "Construction Plans for Central County Complex Road and Utility Project", dated July 2025, on file with the County Public Works Department. The Access Road shall be constructed in accordance with the following:

- i. The County substantially constructed the Access Road ~~and shall complete construction of the road substantially~~ in accordance with the final design plans ~~on or before August 31, 2026, subject to delays due to force majeure~~ as of the date of this Third Amendment.
- ii. As of the date of this [Third](#) Amendment, the County has installed a driveway connection, including a curb cut and apron, to Roger Musgrave's home at a location acceptable to MREH. MREH acknowledges that this driveway was properly designed and constructed, including the requirement to accommodate a semi-truck and trailer.

- iii. MREH and its successors shall have full rights of access to the entire length of the Access Road, subject to normal and customary driveway spacing requirements for a local road (in addition to the driveway connection set forth immediately above).

~~B. Corner Clips, Easements and Right of Way: Following the construction of the Access Road to Lena Road as described in Section 1.2.A. of the Agreement and 1.3 of this Amendment, the County plans to later convert the intersection to a roundabout. To facilitate the construction of both Lena Road and the roundabout, MREH agrees to transfer to the County these certain corner clips, easements and road right of way ("**Land Interests**") as set forth on the sketch and descriptions attached hereto as "**Composite Amendment Exhibit B**", in accordance with the following:~~

- ~~i. MREH and the County shall initiate and use their best efforts to complete the transfer process of the Land Interests within one hundred twenty (120) days of the execution of this Amendment, in accordance with the County's customary procedures related to land conveyances and applicable Florida law.~~
- ~~ii. The County Administrator or his or her designee is hereby authorized to take all reasonable and necessary steps in furtherance of accepting the Land Interests on behalf of the County, including but not limited to:
 - ~~1. Execute any documents required by the County to close the transaction consistent with this Amendment; and~~
 - ~~2. Act as the agent for the County at closing; and~~
 - ~~3. Accept the recorded instruments.~~~~
- ~~iii. Upon acceptance of the Land Interests, the County shall pay MREH a fixed price of \$2,586,147.70 at the closing, which sum~~

~~represents an all-inclusive figure of all costs, fees, cures or damages that would result from condemnation. The transfer and payment shall be made in lieu of condemnation.~~

~~C. The County shall ensure that all existing fences affected by the construction of the roundabout are maintained in place or temporarily replaced as needed so the fence containment is always preserved during construction. The County shall also replace any permanently affected fences upon completion of the roundabout.~~

~~D. Parcels 812A & 812B are easements to be used for the construction of a stormwater pond located at the northwest corner of the Lena Road/Landfill Road intersection (the "Road Pond"). The parties agree that the future official documentation providing such easement to the County will contain language allowing the then owner of the MREH Property to reconfigure and expand the Road Pond to make it a dual use pond by the owner and the County, provided the function of the Road Pond remains, and proper permits confirming the function and reconfiguration are obtained. Any future easement related to the then owner of the MREH Property's movement or expansion of the Road Pond is subject to coordination with, and approval from, the County, which should not be unreasonably withheld. The then owner of the MREH Property shall bear all costs and expenses related to such potential movement or expansion of the Road Pond, and shall reimburse the County for any related reasonable costs the County has to incur related to such potential movement or expansion of the Road Pond.~~

1.4 Supplement to Section 1.2.B. (Public Utilities). Section 1.2.B. of the Original Agreement is hereby supplemented as follows:

- B. Public Utilities: The Utility Improvements may be installed with the construction of the Access Road at the discretion of the County as set forth in the originalOriginal Agreement. If the Utility Improvements are not constructed concurrently with the Access Road, the Utility Improvements shall be installed as follows:

(i). Potable Water: The Parties acknowledge that the optimal design of the potable water system serving the MREH Property will depend upon the design of the development planned for the site. The potable water system may include a water line along the Access Road, a connection to the existing sixteen-inch (16") potable water main on State Road 64 (SR 64), and/or a looped connection between the SR 64 line and the Access Road line. The design, timing, and construction of the potable water Utility Improvements shall be subject to the following provisions:

- a. If the potable water line is to connect to ~~the~~ SR 64 main, the County shall make the tap and provide a stub-out to the MREH Property.
- b. If the connection requires a line along the Access Road, the County shall construct such potable water line and provide one or more stub-outs at locations coordinated with MREH, to the extent those locations can be determined at the time of construction.
- c. If the final design requires the potable water system to be looped, MREH shall design its project to accommodate an easement for the County to construct and maintain such loop. The easement shall be designed to minimize interference with the development, and is anticipated to be located along the west side of the existing FDOT stormwater pond or at the far east end of the MREH Property. The easement shall be in a form acceptable to the County, subject to acceptance by its BOCC at a public hearing, and shall be purchased by the County at ninety percent (90%) of the fair market value of the fee simple interest in the land. If the ~~parties~~Parties cannot agree on fair market value, the value shall be determined by averaging independent appraisals obtained by the County and MREH. The County's obligation to purchase the easement as provided herein is subject to the appropriation of legally available funds by the County's BOCC.

- d. Except as otherwise provided herein, the County shall construct the potable water line at its sole cost and expense within one (1) year after MREH applies for a Preliminary or Final Site Plan for any portion of the MREH Property and provides written notice thereof to the County Engineer.
 - e. MREH shall be responsible, at its sole cost and expense, for constructing the on-site potable water lines and/or services within its property and connecting them to the County's potable water system.
- (ii). Wastewater: The County is preparing the design for a wastewater line along the Access Road that will serve County facilities within the Project Property. The County shall design this wastewater line to also accommodate the flow requirements necessary to serve the planned development of the MREH Property, consistent with Section 1.2.B of the ~~original~~Original Agreement. The design, timing, and construction of the wastewater Utility Improvements shall be subject to the following provisions:
- a. The County shall complete and transmit the design of the wastewater line to MREH for review no later than six (6) months after MREH applies for a Preliminary or Final Site Plan for any portion of the MREH Property and provides written notice thereof to the Utilities Department c/o the County Engineer. The County shall coordinate with MREH and its engineers to ensure that the design adequately serves MREH's proposed development.
 - b. If not constructed earlier, the County shall construct the wastewater line at its sole cost and expense within one (1) year after obtaining all required permits for the wastewater line. The County shall provide one or more stub-outs at locations coordinated with MREH, to the extent those locations can be determined at the time of construction.
 - c. MREH shall be responsible, at its sole cost and expense, for constructing gravity sewer lines, force mains, and/or lift stations

internal to the MREH Property and connecting them to the County's wastewater line.

1.5 No Development Rights. Section 1.5 of the [Original](#) Agreement is hereby amended to read as follows: "Nothing in this Agreement shall be construed to confer upon MREH the right to receive any permit or approval for development as required pursuant to the County's Comprehensive Plan, Land Development Code or Code of Ordinances."

1.6 Termination Date. Section 2.2 of the [Original](#) Agreement is hereby amended to read as follows: "Unless terminated for cause in accordance with applicable law, this Agreement shall terminate on February 1, 2040."

1.7 Indemnification. Section 4.3 of the [Original](#) Agreement is hereby supplemented with the following language added at the end: "The County's indemnification obligations are limited as provided by Section 768.28, Florida Statutes, to the extent applicable. Further, nothing in this Agreement shall be interpreted as a waiver of the County's sovereign immunity, liability limitations, or available legal defenses, to the extent applicable. The indemnification obligations provided herein shall survive the Agreement's Term."

1.8 Notices. Section 4.10 of the [Original](#) Agreement is hereby supplemented and amended to require that any notice, request, or correspondence to be provided to the County, shall be sent to the County Engineer, at the address provided below, in addition to any other County representative specified in the Agreement.

County Engineer
Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

SECTION II EXTENSION CONSIDERATION

2.0 Extension Consideration. [The County shall pay MREH the sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/ 100 DOLLARS \(\\$225,000.00\) within](#)

~~ninety (90) days after the effective date of this Third Amendment as full, final, and complete consideration for the County's failure to complete the Improvements by the deadline provided in the Original Agreement, inclusive of any and all resulting waivers amendments to the Agreement set forth herein inclusive of any and all resulting waivers and extensions.~~ MREH hereby acknowledges and agrees that the obligations undertaken by the County pursuant to this [Third](#) Amendment constitute full and adequate consideration for MREH's complete [release and](#) waiver of any potential past or future claims, damages, lawsuits, etc. that MREH may have for or in relation to the County's failure to complete the Improvements by the ~~dated deadlines~~ set forth in the [Original](#) Agreement. In addition, MREH hereby acknowledges and agrees that the obligations undertaken by the County pursuant to this [Third](#) Amendment constitute full and adequate consideration for the extensions of time to complete the obligations set forth in this [Third](#) Amendment.

SECTION III

MISCELLANEOUS PROVISIONS

3.0 Remaining Provisions Unaffected. All provisions of the Agreement not expressly amended or supplemented pursuant to this [Third](#) Amendment shall remain in full force and effect as they appear in the Agreement. This [Third](#) Amendment and the Agreement together constitute the entire agreement between the ~~parties~~[Parties](#) and supersede all prior written or oral agreements relating to the subject matter hereof. Any further amendments shall be in writing and executed by both ~~parties~~[Parties](#).

3.1 Successors in Interest. The rights and obligations of MREH described herein shall bind and inure to all successors in interest.

3.2 Severability. If any provision or portion of this [Third](#) Amendment is held to be unconstitutional, invalid or unenforceable, the remainder of this [Third](#) Amendment, together with the Agreement, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

Commented [WH1]: This 225 k term is new, which is ultimately a business term and outside the scope of my review/opinion.

However, it is my understanding that "damages" related to the County's failure to complete the Improvements by 2023 under the Original Agreement were previously included or accounted for in the land purchase amounts above (now deleted). It is my understanding that the land or easement purchases will be handled under a separate agreement in the future, if necessary. I recommend that those future purchase agreements reference this Agreement and its amendments.

Please also note that "consideration" was already contractually accounted for in the First and Second Amendments for extending the term of the original Agreement. But there wasn't technically "consideration" for the County's failure to complete the Improvements by the 2023 deadline. Further, it is my understanding that the County is not agreeing to construct or give anything else to MREH (outside of the 225k) in this Third Amendment that wasn't already accounted for in the Original Amendment. If the County was agreeing to construct additional improvements or transfer any other interests to MREH, this would also be considered "consideration" for the County's failure to complete Improvements by the Original Agreement's deadline.

3.3 No Third-Party Beneficiaries. The ~~parties~~Parties agree that this Third Amendment, together with the Agreement, has been entered for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

3.4 Headings. The headings or captions of sections or paragraphs used in this Third Amendment 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 Third Amendment.

3.5 Anti-Human Trafficking. MREH shall provide the County with a sworn affidavit signed by an officer or a representative of MREH under penalty of perjury, substantially in the form attached hereto as “**Amendment Exhibit CB**”, attesting that MREH does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

WHEREFORE, the County and MREH have executed this [Third](#) Amendment as of the date and year first above written.

WITNESSES:

Print Name

Print Name

MREH:

**MUSGRAVE REAL ESTATE
HOLDINGS, LIMITED PARTNERSHIP,**
a Missouri limited partnership

By: Musgrave Real Estate, LLC, as
General Partner

By: _____

Kimberly Musgrave Schmidt, as a
manager

Date: _____

MANATEE COUNTY, a political subdivision of
the State of Florida

By: Its Board of County Commissioners

By: _____
Chairperson

Date: _____

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

By: _____
Deputy Clerk

Amendment Exhibit A

Floodplain Permit

See permit attached hereto.

~~Composite~~ Amendment Exhibit B

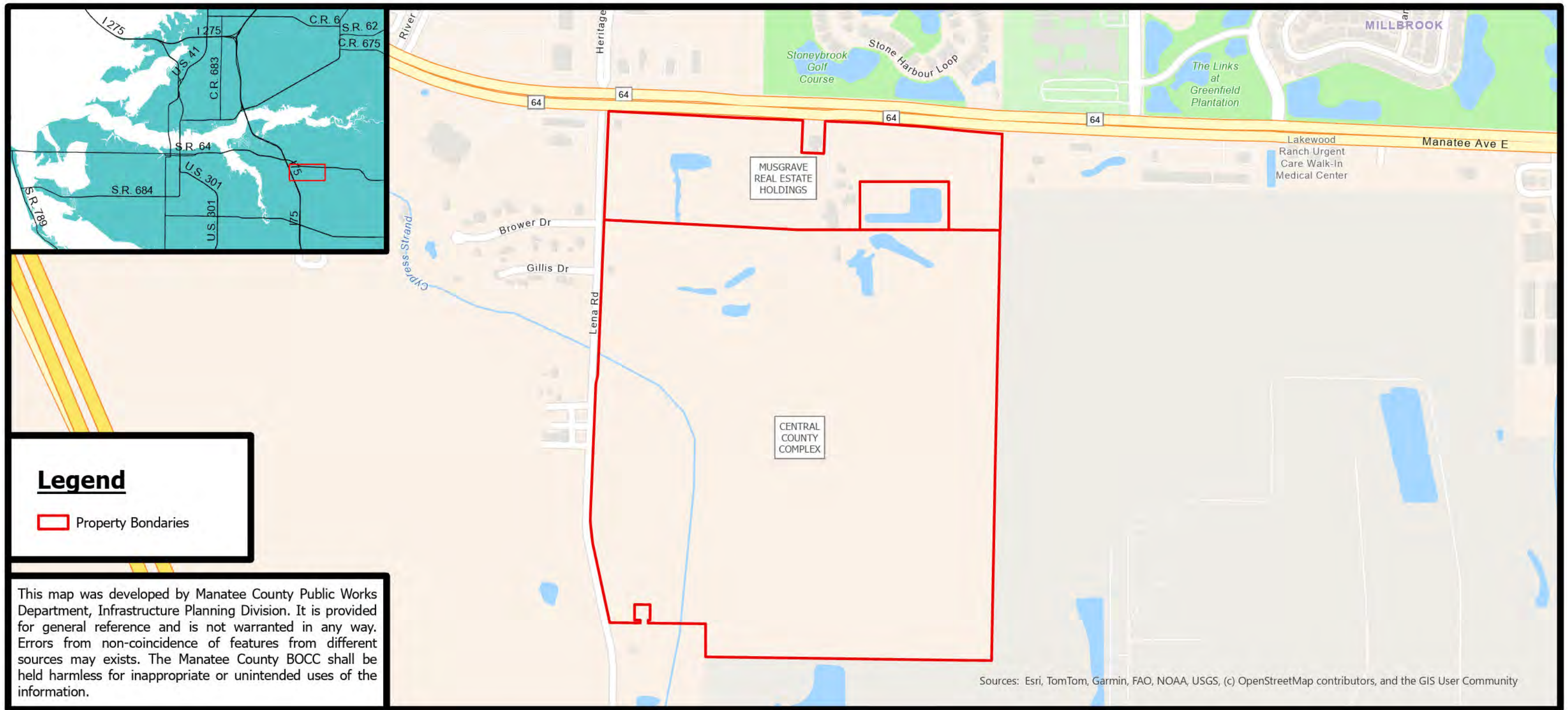
~~Land Interests~~

~~See sketches and description attached hereto.~~

~~Amendment Exhibit C~~

Anti-Human Trafficking Affidavit

See affidavit attached hereto.



**APPROVAL AND EXECUTION OF THE THIRD AMENDMENT TO
COOPERATIVE AGREEMENT FOR CENTRAL COUNTY COMPLEX**

MUSGRAVE REAL ESTATE HOLDING, LIMITED PARTNERSHIP

BRADENTON, FL 34221

DISTRICT 5 - DR. BOB MCCANN

