

REIMBURSEMENT AGREEMENT
FOR TRANSPORTATION
IMPROVEMENTS

*PROJECT WOODWORKING/
JDNJD2 ENTERPRISES*

THIS REIMBURSEMENT AGREEMENT FOR TRANSPORTATION IMPROVEMENTS ("Agreement") is made and entered into, on this 23rd day of March 2023 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida ("Manatee County" or "County") and **JDNJD2 ENTERPRISES**, a Missouri limited liability company authorized to transact business in Florida, whose address is 120 South Central Avenue, Suite 500 Clayton, MO 63105 ("Developer").

WHEREAS, the Developer is the developer of certain real property located in Manatee County, Florida, legally described in **Exhibit "A"**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Developer has submitted to County plans to construct certain roadway improvements described as **21st Street East Road Extension and Related Improvements**, for the benefit of the Property and the general public (collectively, the "Transportation Improvements"), more particularly described on **Exhibit "B"** attached hereto and incorporated herein; and

WHEREAS, since the planned development of the Property is an employment generating project (the "Project"), the County has designated funding through the Southwest County Improvement Trust Fund ("SWTIF") program to share in the cost of the design and construction of the Transportation Improvements, as more particularly set forth herein; and

WHEREAS, pursuant to Article XIV of Chapter 2-29 of the Manatee County Code of Ordinances, Southwest County Improvement Trust Fund (SWTIF) monies can be used to undertake and carry out redevelopment which may include the installation, construction, or reconstruction of streets and other public improvements within the Southwest District; and

WHEREAS, the Southwest District Strategic Plan approved by the Board of County Commissioners in January 2019 encourages the use of the SWTIF monies to attract private investment, increase the tax base, grow quality jobs, and increase connectivity and infrastructure capacity; and

WHEREAS, subject to County's partial reimbursement, Developer is willing to complete the design and construction of the Transportation Improvements, as more fully set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to document the County's agreement to reimburse Developer for a portion of the cost of the Transportation Improvements, as more fully set forth herein; and

WHEREAS, the Developer and the County have reviewed the Cost Estimate, attached hereto as **Exhibit "C"** and incorporated herein by reference (the "Estimate"), and enter into this Agreement with the understanding that such Estimate is an accurate estimate of the actual costs of the Transportation Improvements as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation. The foregoing recitals are true and correct and are hereby incorporated herein.

2. Developer's Obligations. The Developer shall provide and furnish all services necessary for the Transportation Improvements, pursuant to the Scope of Services and subject to the following conditions:

- (a) Developer shall design, engineer, permit and construct the Transportation Improvements in accordance with the provisions of this Agreement and its Exhibits (the "Scope of Services"). No substantial deviations from the Scope of Services shall be incorporated into the construction of the Transportation Improvements without the prior written consent from the County.
- (b) The final construction drawings and specifications approved in connection with the Transportation Improvements and all other construction requirements reflected by such Transportation Improvements shall be known and referred to as the "Final Scope" for purposes of this Agreement.
- (c) Developer shall provide and furnish all services necessary to construct the Transportation Improvements pursuant to the Scope of Services ("Developer Services"). Such Developer Services shall include, without limitation, all design services, including preparation of construction drawings and technical specifications required in connection therewith engineering investigation, surveys, geotechnical testing, utility data (including relocation plans, if necessary), preliminary and final design services, preparation of working drawings, inspection services during construction, and completing any design changes as are necessary to complete construction of the Transportation Improvements.

- (d) Developer shall obtain all construction permits and authorizations from all governmental agencies exercising jurisdiction as are necessary to construct the Transportation Improvements (the "Permits"). The final construction drawings and specifications approved in connection with the Permits and all other construction requirements reflected by such Permits shall be known and referred to as the "Final Scope" for purposes of this Agreement. The Final Scope shall not be amended without the written consent of the County and Developer. Within One Hundred Eighty (180) days following receipt of all required permits, the Developer shall commence construction of the Transportation Improvements. The Developer shall complete construction of the Transportation Improvements within a reasonable time following commencement thereof, not to exceed eighteen (18) months or such later date as may be set forth in the tenant lease for the Project. The deadlines in the preceding two sentences shall be subject to reasonable extension due to events of force majeure.
- (e) Developer has selected ARCO/Murray National Construction Company, Inc. as the general contractor for the Transportation Improvements, which selection is hereby approved by the County. In selecting the general contractor, Developer obtained three bids and awarded it to the lowest responsive and responsible bidder.
- (f) During construction, the Developer shall prepare and maintain complete and accurate books of account and records as to all costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Developer shall promptly supply to the County detailed documentation of actual costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the County, upon written request by the County.
- (g) Developer shall provide its services through contractors or subcontractors, provided that Developer shall be solely responsible for payment to such contractors or subcontractors; shall have the sole right to terminate such contractors or subcontractors and shall indemnify and hold the County harmless for any claims by contractors or subcontractors for payment for work performed for which the Developer has received payment from the County. The Developer shall, by appropriate agreement with each contractor, require each contractor to make payments to subcontractors in a similar manner.
- (h) Upon completion of construction of the Transportation Improvements and submission of record drawings by Developer, the County Representative shall prepare and provide to the Developer the certificate of completion which shall not be unreasonably conditioned or delayed.

3. County Reimbursement. The Developer shall fund the actual costs of the Transportation Improvements. Subject to its review and approval of the Construction Certification and the Cost Certification, the County agreed to reimburse the Developer not to exceed **Six Million Six Hundred Twenty-Eight Thousand and No/100 Dollars (\$6,628,000.00)** from legally available revenues (the "County Reimbursement"), subject to the following conditions:

- (a) The County's obligation to reimburse the Developer shall not exceed the sum of the County Reimbursement identified above. The Developer shall notify the County prior to incurring any costs in excess of the Estimate. Upon receipt of such notice, the County shall have the option of within forty-five (45) days of receipt of the aforesaid notice, approving (by motion of the Board of County Commissioners) an increase in the maximum obligation of the County. Nothing herein shall require the County, in anyway, to increase County's total Reimbursement.
- (b) The Developer shall submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") an invoice for payments made by the Developer for services through the 25th day of the preceding month by the first day of the month. Such invoices shall (i) identify all Costs funded by Developer for which reimbursement is requested; and (ii) include detailed invoices and documentation acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all Costs incurred and funded by Developer. The invoice shall include the percentage of the completed work performed. The invoice will include documentation of completion and acceptance by the County of such services. The invoice will also include proof of payment to the contractors who provided the services.
- (c) The County shall reimburse the Developer for the Costs incurred in accordance with this Agreement, less a five percent (5%) retainage amount which will be paid with the final payment due hereunder following acceptance of construction by the County. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty-five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise Developer of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government

Prompt Payment Act.

- (d) Acceptance of construction by the County shall not be unreasonably withheld or delayed. The County shall not reimburse the Developer for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

4. Availability of Funds. The County's obligation to reimburse funds to the Developer hereunder is subject to the appropriation of legally available funds by the Board of County Commissioners. The obligations of the County set forth herein shall not be construed to be or constitute a general obligation, debt, or liability of the County or the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

5. County's Right to Complete Improvements. Should Developer fail to promptly complete construction of the Transportation Improvements within the time periods provided in Section 2 or any time extension approved in writing by Manatee County, then Manatee County shall have the right to complete the improvements.

6. Indemnification. To the extent permitted by applicable law, without waiver of tort liability limitations as set forth in Section 768.28, Florida Statutes, and without including any liability that would be restricted by sovereign immunity in a non-contractual arrangement, the Developer shall indemnify, keep and save harmless, County, its agents, officials and employees, against all claims, liabilities, judgments, costs, attorney's fees and other expenses incurred in connection with this Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Developer and other persons employed or utilized by the Developer in the performance of this Agreement. The indemnity hereunder shall continue until such times as any and all claims arising under this Agreement have been finally settled, regardless of which such claims are made.

7. Events of Default. In the event a party defaults under this Agreement, the non-defaulting party shall allow the defaulting party with thirty (30) days written notice within which to cure the default; provided, however, that if the nature of the default is such that more than 30 days are reasonably required to cure, then such default shall be deemed to have been cured if the defaulting party commences such performance within said 30-day period and thereafter diligently completes the required action within a reasonable time. If the defaulting party does not cure the default within such time, the non-defaulting party may terminate this Agreement, any other agreement between the parties, or any portion thereof.

8. Public Records. The Developer shall:

- i. Keep and maintain public records required by the County to perform the Activities.

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

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

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

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205

9. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

10. Attorney's Fees and Costs. Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement

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

Agreement.

12. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Designation of Representatives: Notices. The parties hereby designate the persons set for the below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

If to the County:	With a copy to:
Manatee County	Manatee County
C/O Lee Washington, Acting County Administrator	C/O Office of County Attorney
Post Office Box 1000	Post Office Box 1000
Bradenton, Florida 34206	Bradenton, Florida 34206

If to Developer:	with a copy to:
JDNJD2 Enterprises, LLC	Husch Blackwell LLP
120 South Central Avenue, Suite 500	190 Carondelet Plaza, Suite 600
St Louis, Missouri 63105	St Louis, Missouri 63105
Attn: Krystal Schaaf	Attn: Frans J. von Kaenel
Phone: 314.727.6664	Email:frans.vonkaenel@huschblackwell.com
Email:kschaaf@sansonegroup.com	

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

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

15. No Assignment. Developer shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion; provided, however, the County specifically understands that (i) Developer may assign its rights and obligations under this Agreement to an affiliate, a subsequent developer or assignee of all or a portion of the Property and/or Project without the prior consent of the County; provided, however, the Developer shall not be released from any obligations hereunder; and (ii) the rights obtained by the Developer under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Property and/or Project without the County's consent.

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

17. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, named windstorm, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

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

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

20. Modifications and Amendments; Waivers.

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

(b) Neither this Agreement nor any portion of it may be modified or

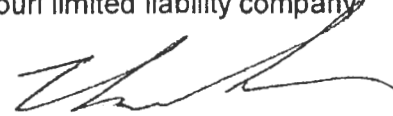
waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

[Signatures appear on following page.]


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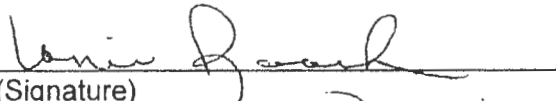
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

JDNJD2 ENTERPRISES, LLC,
a Missouri limited liability company

By: 
Print Name: Nicholas Sansone
Its: Principal


WITNESSES:


(Signature)
Print Name: Lydia Wiseman


(Signature)
Print Name: Lani Roach

MANATEE COUNTY, a political subdivision of
the State of Florida

By its Board of County Commissioners

By: 
Chairperson



Attest:
Angelina M. Colonnese
Clerk of the Circuit Court and Comptroller

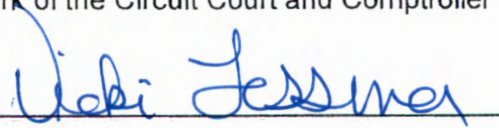
By: 

EXHIBIT "A"

[LEGAL DESCRIPTION]

E1/2 OF NW1/4 SEC 31 EXCEPTING TRACT IN NW COR DESC AS; BEG AT NW COR OF E1/2 OF NW1/4 OF SEC 31, WHICH POINT IS INTERSEC OF C/L OF TALLAVAST RD WITH C/L OF SAL RR R/W, THEN E ALG N LN OF SD SEC 610 FT, S 870 FT, W 610 FT TOW BORY LN OF E1/2 OF NW 1/4 OF SEC 31, N ON & ALG W BORY LN OF SD E1/2 OF NW1/4 OF SEC 31 TO POB, & ALSO EXCEPTING SAL RR R/W W OF ABOVE MENT EXCEPTED TRACT & RUNNING ALG ENTIRE W BORY LINE OF E1/2 OF BOTH NW1/4 & SW1/4 OF SEC 31, ALSO E1/2 OF SW1/4 LESS S 50 FT FOR STATE H/W, SUBJ TO F P & L EASMT DESC IN OR 978 P 3274 PRMCF P-5; ALSO LESS THAT PART INCLUDED IN INST#202041140362 DESC AS FOLLOWS: THE NW 1/4 OF THE NE 1/4 AND A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NE COR OF SEC 31, TWN 35S, RNG 18 E, MANATEE COUNTY, FL; TH N 89 DEG 42 MIN 17 SEC W, ALG THEN LN OF SD SEC 31, A DIST OF 1340.92 FT TO A PT ON THEE LN OF NW 1/4 OF THE NE 1/4 OF SD SEC 31; TH S 00 DEG 28 MIN 17 SEC W, ALG SD ELNA DIST OF 313.61 FT TO THE PT OF INT WITH THE MONUMENTED W LN OF THOSE LANDS DESC IN OR BK 2633 PG 7241 PRMCF AND THEE LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 31, SD PT ALSO BEING THE POB; TH CONT S 00 DEG 28 MIN 17 SEC W, ALG THEE LN OF SD NW 1/4 OF THE NE 1/4, A DIST OF 1517.41 FT; TH N 89 DEG 34 MIN 23 SEC W, A DIST OF 1339.52 FT TO A PT ON THEW LN OF THE NE 1/4 OF SD SEC 31; TH N 00 DEG 25 MIN 39 SEC E, ALG SD W LN A DIST OF 1779.84 FT; TH N 89 DEG 49 MIN 57 SEC W, A DIST OF 61.20 FT; TH N 89 DEG 28 MIN 23 SEC W, A DIST OF 69.41 FT; TH N 75 DEG 10 MIN 59 SEC W, A DIST OF 51.98 FT; TH N 87 DEG 14 MIN 18 SEC W, A DIST OF 120.84 FT TO A PT ON THE S R/W LN OF TALLEVAST RD; TH S 89 DEG 39 MIN 02 SEC E, ALG SD S R/W LN, A DIST OF 301.70 FT TO THE INT OF SD SLY R /W LN AND THEW LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 31; TH S 89 DEG 42 MIN 17 SEC E, ALG SD S R/W LN, A DIST OF 881.79 FT TO A PT ON THE MONUMENTED W LN OF THOSE LANDS DESC IN OR BK 2633 PG 7241 PRMCF; TH ALG SD WLY LN THE FOLLOWING (6) SIX COURSES: (1) S 76 DEG 13 MIN 49 SEC E, A DIST OF 81.69 FT; (2) TH S 89 DEG 44 MIN 03 SEC E, A DIST OF 181.93 FT; (3) TH S 70 DEG 02 MIN 37 SEC E, A DIST OF 32.99 FT; (4) TH S 00 DEG 08 MIN 33 SEC W, A DIST OF 84.04 FT; (5) TH WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 163.93 FT, WITH A RAD OF 114 FT, WITH A C/B OF S 41 DEG 03 MIN 05 SEC E, WITH A CHORD LENGTH OF 150.17 FT, WITH A DELTA ANGLE OF 82 DEG 23 MIN 25 SEC; (6) TH WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 82.41 FT WITH A RAD OF 80 FT, WITH AC/ B OF S 49 DEG 09 MIN 10 SEC E, WITH A C/L OF 87.36 FT WITH A DELTA ANGLE OF 66 DEG 11 MIN 02 SEC TO THE POB; SUBJ TO & TOGETHER WITH EASMNT REC IN INST#202041140358 DESC AS FOLLOWS: A PORTION OF THE N 1/2 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL

AS BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NW COR OF THE NE 1/4 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL; TH S 00 DEG 25 MIN 39 SEC W, ALG THEW LN OF SD NE 1/4 SEC 31, A DIST OF 1827.94; TH S 89 DEG 34 MIN 21 SEC E, A DIST OF 11 FT TO THE POB; TH S 89 DEG 34 MIN 24 SEC E, A DIST OF 28 FT; TH S 00 DEG 25 MIN 39 SEC W, A DIST OF 22 FT; TH S 89 DEG 34 MIN 23 SEC E, A DIST OF 50 FT; TH S 00 DEG 25 MIN 37 SEC W, A DIST OF 24 FT; TH N 89 DEG 34 MIN 23 SEC W, A DIST OF 127.84 FT; TH N 00 DEG 00 MIN 00 SEC W, A DIST OF 24 FT; TH S 89 DEG 34 MIN 23

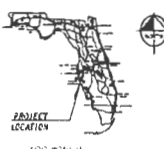
SEC E, A DIST OF 50.01 FT; TH N 00 DEG 25 MIN 39 SEC E, A DIST OF 22 FT TO THE POB, HAVING A AREA OF 3686.2 SW FT, .08 AC. PI #20073.0005/9 SW1/4 OF NE1/4, ALSO BEGIN AT NW COR OF NE1/4 OF SE1/4 SEC 31, THENS 68 DEG E 413.9 FT, S 18 DEG 18 MINE 448.5 FT TO C/L OF PEARCE DRAIN, THEN FOL C/L OF SD CANAL IN SWLY DIREC TO S BORY OF N1/2 OF SW1/4 OF SE1/4, W TO SW COR OF SD N1/2 OF SW1/4 OF SE1/4, N TO NW COR OF SE1/4, E TO NE COR OF NW1/4 OF SE1/4 TO BEG, ALSO THAT PART OF SE1/4 OF NE1/4 & NE1/4 OF SE1/4 & N1/2 OF SW1/4 OF SE1/4 LYE OF PEARCE DR CANAL, LESS RR R/W, ALSO W1/2 OF SE1/4 OF SE1/4 LESS STRIP OFFS TO STATE H/W AS DESC IN DB 269 P 203 , LESS LAND DESC ORB 236 P 223, LESS 11.122 AC M/L TO DOT FOR RD R/W DESC IN ORB 880 P 625, SUBJ TO F P & L EASMT DESC IN OR 978 P 3274; LESS 2. 677 AC TO DOT FOR RD R/W DESC IN OR 993 P 2684; LESS 13.03 AC AS DESC IN OR 1138 P 642 PRMCF P-3; ALSO LESS THAT PART INCLUDED IN INST#202041140362 DESC AS FOLLOWS: THE NW 1/4 OF THE NE 1/4 AND A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NE COR OF SEC 31, TWN 35S, RNG 18 E, MANATEE COUNTY, FL; TH N 89 DEG 42 MIN 17 SEC W, ALG THEN LN OF SD SEC 31, A DIST OF 1340.92 FT TO A PT ON THEE LN OF NW 1/4 OF THE NE 1/4 OF SD SEC 31; TH S 00 DEG 28 MIN 17 SEC W, ALG SD ELNA DIST OF 313.61 FT TO THE PT OF INT WITH THE MONUMENTED W LN OF THOSE LANDS DESC IN OR BK 2633 PG 7241 PRMCF AND THEE LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 31, SD PT ALSO BEING THE POB; TH CONT S 00 DEG 28 MIN 17 SEC W, ALG THEE LN OF SD NW 1/4 OF THE NE 1/4, A DIST OF 1517.41 FT; TH N 89 DEG 34 MIN 23 SEC W, A DIST OF 1339.52 FT TO A PT ON THEW LN OF THE NE 1/4 OF SD SEC 31; TH N 00 DEG 25 MIN 39 SEC E, ALG SD W LN A DIST OF 1779.84 FT; TH N 89 DEG 49 MIN 57 SEC W, A DIST OF 61.20 FT; TH N 89 DEG 28 MIN 23 SEC W, A DIST OF 69.41 FT; TH N 75 DEG 10 MIN 59 SEC W, A DIST OF 51.98 FT; TH N 87 DEG 14 MIN 18 SEC W, A DIST OF 120.84 FT TO A PT ON THE S R/W LN OF TALLEVAST RD; TH S 89 DEG 39 MIN 02 SEC E, ALG SD S R/W LN, A DIST OF 301.70 FT TO THE INT OF SD SLY R/W LN AND THEW LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 31; TH S 89 DEG 42 MIN 17 SEC E, ALG SD S R/W LN, A DIST OF 881.79 FT TO A PT ON THE MONUMENTED W LN OF THOSE LANDS DESC IN OR BK 2633 PG 7241 PRMCF; TH ALG SD WLY LN THE FOLLOWING (6) SIX COURSES: (1) S 76 DEG 13 MIN 49 SEC E, A DIST OF 81.69 FT; (2) TH S 89 DEG 44 MIN 03 SEC E, A DIST OF 181.93 FT; (3) TH S 70 DEG 02 MIN 37 SEC E, A DIST OF 32.99 FT; (4) TH S 00 DEG 08 MIN 33 SEC W, A DIST OF 84.04 FT; (5) TH WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 163.93 FT, WITH A RAD OF 114 FT, WITH A C/B OF S 41 DEG 03 MIN 05 SEC E, WITH A CHO RD LENGTH OF 150.17 FT, WITH A DELTA ANGLE OF 82 DEG 23 MIN 25 SEC; (6) TH WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 82.41 FT WITH A RAD OF 80 FT, WITH A C/B OF S 49 DEG 09 MIN 10 SEC E, WITH A C/L OF 87.36 FT WITH A DELTA ANGLE OF 66 DEG 11 MIN 02 SEC TO THE POB; SUBJ & TOGETHER WITH EASMT REC IN INST#202041140358 DESC AS FOLLOWS: A PORTION OF THEN 1/2 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL AS BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NW COR OF THE NE 1/4 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL; TH S 00 DEG 25 MIN 39 SEC W, ALG THEW LN OF SD NE 1/4 SEC 31, A DIST OF 1827.94; TH S 89 DEG 34 MIN 21 SEC E, A DIST OF 11 FT TO THE POB; TH S 89 DEG 34 MIN 24 SEC E, A DIST OF 28 FT; TH S 00 DEG 25 MIN 39 SEC W, A DIST OF 22 FT; TH S 89 DEG 34 MIN 23 SEC E, A DIST OF 50 FT; TH S 00 DEG 25 MIN 37 SEC W, A DIST OF 24 FT; TH N 89 DEG 34 MIN 23 SEC W, A DIST OF 127.84 FT; TH N 00 DEG 00 MIN 00 SEC W, A DIST OF 24 FT; TH S 89 DEG 34 MIN 23 SEC E, A DIST OF 50.01 FT; TH N 00 DEG 25 MIN 39 SEC E, A DIST OF 22 FT TO THE POB, HAVING A AREA OF 3686.2 SW FT, .08 AC. PI #20065.0005/9

EXHIBIT "B"

[Transportation Improvements - Construction Plans]

COMPLETE SET ON FILE

CONSTRUCTION PLANS FOR PROJECT WOODWORKING - OFFSITE

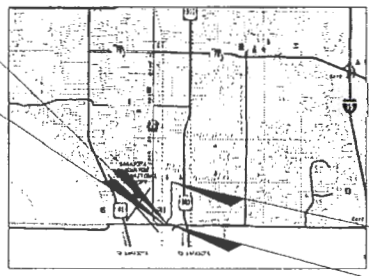


PROJECT LOCATION
1702 1750 W

Parcel ID: 2007300059
Manatee County, Florida
Section 31, Township 35 S, RANGE 18 E

PREPARED FOR *PROPERTY ADDRESS*
ARCO Millway National
Construction Company, INC., TALLEVAST RD,
3110 Woodcreek Drive, SARASOT 4 FL 34243
Downers Grove, IL 60515

OFFICE SPACE	
NO.	AREA
1	1000
2	1000
3	1000
4	1000
5	1000
6	1000
7	1000
8	1000
9	1000
10	1000
11	1000
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30	1000
31	1000
32	1000
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34	1000
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48	1000
49	1000
50	1000



BEGIN CONSTRUCTION
E CONST 21ST ST E
STA. 100+00.00

BEGINNING OF PROJECT
BEGIN CONSTRUCTION
E CONST UNIVERSITY PALM
STA. 500+16.01


ENDING OF PROJECT
END OF STRUCTURE
E CONST 21ST ST E
STA. 254+95.93

END OF PROJECT
E TO CONST STRUCTURE
E CONST UNIVERSITY PALM
STA. 511+81.00

PREPARED BY

CALL OR VISIT
FOR MORE INFORMATION
PROJECT NUMBER
646211

TYPICAL DATE: 04/20/10
Sheet 08 - Right of Way

Engineering & Environmental
Water Resources - Survey



PROJECT NUMBER: 646211
 PROJECT TITLE: WOODWORKING - OFFSITE


EXHIBIT "C"
[Estimate of Costs]

Project Woodworking - TIF Application Engineering Estimates

12/2/2022

Address: 8380 21st E, Sarasota 34243



Civil Engineering		
200 - Roadway	\$	5,454,317.51
300 - Signing & Pavement Markings	\$	159,190.72
500 - Signalization	\$	225,714.96
700 - Utilities	\$	3,409,951.58
	<i>Component Sub-Total:</i>	<i>\$ 9,249,174.77</i>
MOT (Maintenance of Traffic) 10%	\$	924,917.48
	<i>Sub-Total:</i>	<i>\$ 10,174,092.25</i>
MOB (Mobilization) 10%	\$	1,017,409.22
	<i>Sub-Total:</i>	<i>\$ 11,191,501.47</i>
PU (Project Unknowns) 5%	\$	559,575.07
Civil Engineering Total:	\$	11,751,076.55

Design Cost		
Civil Off-site Improvement Design	\$	65,996.25
Signal Design	\$	43,450.00
Civil Engineering Total:	\$	109,446.25

Signalization Engineering		
Signalization Items	\$	913,756.18
Signalization Contingency Items (15%)	\$	137,063.43
Maintenance of Traffic	\$	25,000.00
Mobilization	\$	25,000.00
Bonding (3%)	\$	27,412.69
Testing	\$	5,000.00
As-builts	\$	2,500.00
Signalization Total:	\$	1,135,732.30

FPL Engineering		
Pole Relocation	\$	10,500.00
FPL Total:	\$	10,500.00

Sum Total of all Sections:	\$	13,006,755.10
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APPROVED in Open Session
3/23/2023
Manatee County Board of County
Commissioners



Board of County Commissioners February 28, 2023 - Regular Meeting

Subject

Execution of Transportation Reimbursement Agreement with JDNJD2 Enterprises, LLC

Category

AGENDA ITEMS

Briefings

All

Contact and/or Presenter Information

Che Barnett, Interim Economic Development Manager, Ext. 3427

Action Requested

Approval and Execution of Transportation Reimbursement Agreement with JDNJD2 Enterprises, LLC

Enabling/Regulating Authority

F.S. 125.045 County Economic Development Powers
Ordinance 14-28 Southwest County Improvement District
Manatee County Southwest District Strategic Plan
2020 Manatee County Government Economic Development Incentives Guidelines

Background Discussion

JDNJD2 Enterprises, LLC is developing a 1,100,000 s.f. warehouse/distribution facility in an existing light industrial park for an identified end user. Total capital investment is \$160,000,000+.

JDNJD2 Enterprises, LLC proposes to build through access on 21st Street East from Tallevast Road to W University Parkway, providing public benefit via expanded road access and enhanced public safety. Additional improvements include sidewalks, landscaping, and signalization.

JDNJD2 Enterprises, LLC has applied for incentive assistance in facilitating the development of the transportation improvements. Estimated cost for the transportation improvements is \$13,006,755.10.

Economic Development staff performed the required cost benefit analysis for the incentive. The project exceeds required benchmarks and meets eligibility for Southwest District Catalytic Project designation. Public Works staff has reviewed cost estimates and has no objection.

County Administration Economic Development Division staff supports a customized Transportation Improvement Reimbursement in the amount of \$6,628,000.00. Total reimbursement is not to exceed \$6,628,000.00.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Other (if applicable)

Reviewing Attorney

Nicodemi

[Emailed 3/24/2023](#)

Instructions to Board Records

Copy of approved agenda and signed agreements to Che Barnett, Interim Economic Development Manager, County Administration Economic Development Office 3rd Floor
che.barnett@mymanatee.org

Cost and Funds Source Account Number and Name

8230022654 ED County Administration TIF Infill Reserve

Amount and Frequency of Recurring Costs

\$6,628,000 Draw Down Less 5%

REIMBURSEMENT AGREEMENT
FOR TRANSPORTATION
IMPROVEMENTS

PROJECT WOODWORKING

THIS REIMBURSEMENT AGREEMENT FOR TRANSPORTATION IMPROVEMENTS ("Agreement") is made and entered into, on this 28th day of February 2023 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida ("Manatee County" or "County") and **JDNJD2 ENTERPRISES**, a Missouri limited liability company authorized to transact business in Florida, whose address is 120 South Central Avenue, Suite 500 Clayton, MO 63105 ("Developer").

WHEREAS, the Developer is the developer of certain real property located in Manatee County, Florida, legally described in **Exhibit "A"**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Developer has submitted to County plans to construct certain roadway improvements described as **21st Street East Road Extension and Related Improvements**, for the benefit of the Property and the general public (collectively, the "Transportation Improvements"), more particularly described on **Exhibit "B"** attached hereto and incorporated herein; and

WHEREAS, since the planned development of the Property is an employment generating project (the "Project"), the County has designated funding through the Southwest County Improvement Trust Fund ("SWTIF") program to share in the cost of the design and construction of the Transportation Improvements, as more particularly set forth herein; and

WHEREAS, pursuant to Article XIV of Chapter 2-29 of the Manatee County Code of Ordinances, Southwest County Improvement Trust Fund (SWTIF) monies can be used to undertake and carry out redevelopment which may include the installation, construction, or reconstruction of streets and other public improvements within the Southwest District; and

WHEREAS, the Southwest District Strategic Plan approved by the Board of County Commissioners in January 2019 encourages the use of the SWTIF monies to attract private investment, increase the tax base, grow quality jobs, and increase connectivity and infrastructure capacity; and

WHEREAS, subject to County's partial reimbursement, Developer is willing to complete the design and construction of the Transportation Improvements, as more fully set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to document the County's agreement to reimburse Developer for a portion of the cost of the Transportation Improvements, as more fully set forth herein; and

WHEREAS, the Developer and the County have reviewed the Cost Estimate, attached hereto as **Exhibit "C"** and incorporated herein by reference (the "Estimate"), and enter into this Agreement with the understanding that such Estimate is an accurate estimate of the actual costs of the Transportation Improvements as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation. The foregoing recitals are true and correct and are hereby incorporated herein.

2. Developer's Obligations. The Developer shall provide and furnish all services necessary for the Transportation Improvements, pursuant to the Scope of Services and subject to the following conditions:

- (a) Developer shall design, engineer, permit and construct the Transportation Improvements in accordance with the provisions of this Agreement and its Exhibits (the "Scope of Services"). No substantial deviations from the Scope of Services shall be incorporated into the construction of the Transportation Improvements without the prior written consent from the County.
- (b) The final construction drawings and specifications approved in connection with the Transportation Improvements and all other construction requirements reflected by such Transportation Improvements shall be known and referred to as the "Final Scope" for purposes of this Agreement.
- (c) Developer shall provide and furnish all services necessary to construct the Transportation Improvements pursuant to the Scope of Services ("Developer Services"). Such Developer Services shall include, without limitation, all design services, including preparation of construction drawings and technical specifications required in connection therewith engineering investigation, surveys, geotechnical testing, utility data (including relocation plans, if necessary), preliminary and final design services, preparation of working drawings, inspection services during construction, and completing any design changes as are necessary to complete construction of the Transportation Improvements.

- (d) Developer shall obtain all construction permits and authorizations from all governmental agencies exercising jurisdiction as are necessary to construct the Transportation Improvements (the "Permits"). The final construction drawings and specifications approved in connection with the Permits and all other construction requirements reflected by such Permits shall be known and referred to as the "Final Scope" for purposes of this Agreement. The Final Scope shall not be amended without the written consent of the County and Developer. Within One Hundred Eighty (180) days following receipt of all required permits, the Developer shall commence construction of the Transportation Improvements. The Developer shall complete construction of the Transportation Improvements within a reasonable time following commencement thereof, not to exceed eighteen (18) months or such later date as may be set forth in the tenant lease for the Project. The deadlines in the preceding two sentences shall be subject to reasonable extension due to events of force majeure.
- (e) Developer has selected ARCO/Murray National Construction Company, Inc. as the general contractor for the Transportation Improvements, which selection is hereby approved by the County. In selecting the general contractor, Developer obtained three bids and awarded it to the lowest responsive and responsible bidder.
- (f) During construction, the Developer shall prepare and maintain complete and accurate books of account and records as to all costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Developer shall promptly supply to the County detailed documentation of actual costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the County, upon written request by the County.
- (g) Developer shall provide its services through contractors or subcontractors, provided that Developer shall be solely responsible for payment to such contractors or subcontractors; shall have the sole right to terminate such contractors or subcontractors and shall indemnify and hold the County harmless for any claims by contractors or subcontractors for payment for work performed for which the Developer has received payment from the County. The Developer shall, by appropriate agreement with each contractor, require each contractor to make payments to subcontractors in a similar manner.
- (h) Upon completion of construction of the Transportation Improvements and submission of record drawings by Developer, the County Representative shall prepare and provide to the Developer the certificate of completion which shall not be unreasonably conditioned or delayed.

3. County Reimbursement. The Developer shall fund the actual costs of the Transportation Improvements. Subject to its review and approval of the Construction Certification and the Cost Certification, the County agreed to reimburse the Developer not to exceed **Six Million Six Hundred Twenty-Eight Thousand and No/100 Dollars (\$6,628,000.00)** from legally available revenues (the "County Reimbursement"), subject to the following conditions:

- (a) The County's obligation to reimburse the Developer shall not exceed the sum of the County Reimbursement identified above. The Developer shall notify the County prior to incurring any costs in excess of the Estimate. Upon receipt of such notice, the County shall have the option of within forty-five (45) days of receipt of the aforesaid notice, approving (by motion of the Board of County Commissioners) an increase in the maximum obligation of the County. Nothing herein shall require the County, in anyway, to increase County's total Reimbursement.
- (b) The Developer shall submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") an invoice for payments made by the Developer for services through the 25th day of the preceding month by the first day of the month. Such invoices shall (i) identify all Costs funded by Developer for which reimbursement is requested; and (ii) include detailed invoices and documentation acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all Costs incurred and funded by Developer. The invoice shall include the percentage of the completed work performed. The invoice will include documentation of completion and acceptance by the County of such services. The invoice will also include proof of payment to the contractors who provided the services.
- (c) The County shall reimburse the Developer for the Costs incurred in accordance with this Agreement, less a five percent (5%) retainage amount which will be paid with the final payment due hereunder following acceptance of construction by the County. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty-five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise Developer of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government

Prompt Payment Act.

- (d) Acceptance of construction by the County shall not be unreasonably withheld or delayed. The County shall not reimburse the Developer for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

4. Availability of Funds. The County's obligation to reimburse funds to the Developer hereunder is subject to the appropriation of legally available funds by the Board of County Commissioners. The obligations of the County set forth herein shall not be construed to be or constitute a general obligation, debt, or liability of the County or the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

5. County's Right to Complete Improvements. Should Developer fail to promptly complete construction of the Transportation Improvements within the time periods provided in Section 2 or any time extension approved in writing by Manatee County, then Manatee County shall have the right to complete the improvements.

6. Indemnification. To the extent permitted by applicable law, without waiver of tort liability limitations as set forth in Section 768.28, Florida Statutes, and without including any liability that would be restricted by sovereign immunity in a non-contractual arrangement, the Developer shall indemnify, keep and save harmless, County, its agents, officials and employees, against all claims, liabilities, judgments, costs, attorney's fees and other expenses incurred in connection with this Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Developer and other persons employed or utilized by the Developer in the performance of this Agreement. The indemnity hereunder shall continue until such times as any and all claims arising under this Agreement have been finally settled, regardless of which such claims are made.

7. Events of Default. In the event a party defaults under this Agreement, the non-defaulting party shall allow the defaulting party with thirty (30) days written notice within which to cure the default; provided, however, that if the nature of the default is such that more than 30 days are reasonably required to cure, then such default shall be deemed to have been cured if the defaulting party commences such performance within said 30-day period and thereafter diligently completes the required action within a reasonable time. If the defaulting party does not cure the default within such time, the non-defaulting party may terminate this Agreement, any other agreement between the parties, or any portion thereof.

8. Public Records. The Developer shall:

- i. Keep and maintain public records required by the County to perform the Activities.

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

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

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

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205

9. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

10 Attorney's Fees and Costs. Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement

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

Agreement.

12. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Designation of Representatives: Notices. The parties hereby designate the persons set for the below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

If to the County:	With a copy to:
Manatee County	Manatee Countv
C/O Lee Washington, Acting County Administrator	C/O Office of County Attorney
Post Office Box 1000	Post Office Box 1000
Bradenton, Florida 34206	Bradenton, Florida 34206

If to Developer:	with a copy to:.
JDNJD2 Enterprises, LLC	Husch Blackwell LLP
120 South Central Avenue, Suite 500	190 Carondelet Plaza, Suite 600
St Louis, Missouri 63105	St Louis, Missouri 63105
Attn: Krvstal Schaaf	Attn: Frans J. von Kaenel
Phone: 314.727.6664	Email:frans.vonkaenel@huschblackwell.com
<u>Email:kschaaf@sansonegroup.com</u>	

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

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

15. No Assignment. Developer shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion; provided, however, the County specifically understands that (i) Developer may assign its rights and obligations under this Agreement to an affiliate, a subsequent developer or assignee of all or a portion of the Property and/or Project without the prior consent of the County; provided, however, the Developer shall not be released from any obligations hereunder; and (ii) the rights obtained by the Developer under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Property and/or Project without the County's consent.

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

17. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, named windstorm, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

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

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

20. Modifications and Amendments: Waivers.

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

(b) Neither this Agreement nor any portion of it may be modified or

waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

JDNJD2 ENTERPRISES, LLC,
a Missouri limited liability company

By: _____

Print Name: _____

Its: _____

WITNESSES:

(Signature)
Print Name: _____

(Signature)
Print Name: _____

MANATEE COUNTY, a political subdivision of
the State of Florida

By its Board of County Commissioners

By: _____
Chairperson

Attest:
Angelina M. Colonnese
Clerk of the Circuit Court and Comptroller

By: _____

EXHIBIT "A"

[LEGAL DESCRIPTION]

E1/2 OF NW1/4 SEC 31 EXCEPTING TRACT IN NW COR DESC AS; BEG AT NW COR OF E1/2 OF NW1/4 OF SEC 31, WHICH POINT IS INTERSEC OF C/L OF TALLAVAST RD WITH C/L OF SAL RR R/W, THEN E ALG N LN OF SD SEC 610 FT, S 870 FT, W 610 FT TOW BORY LN OF E1/2 OF NW 1/4 OF SEC 31, N ON & ALG W BORY LN OF SD E1/2 OF NW1/4 OF SEC 31 TO POB, & ALSO EXCEPTING SAL RR R/W W OF ABOVE MENT EXCEPTED TRACT & RUNNING ALG ENTIRE W BORY LINE OF E1/2 OF BOTH NW1/4 & SW1/4 OF SEC 31, ALSO E1/2 OF SW1/4 LESS S 50 FT FOR STATE H/W, SUBJ TO F P & L EASMT DESC IN OR 978 P 3274 PRMCF P-5; ALSO LESS THAT PART INCLUDED IN INST#202041140362 DESC AS FOLLOWS: THE NW 1/4 OF THE NE 1/4 AND A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NE COR OF SEC 31, TWN 35S, RNG 18 E, MANATEE COUNTY, FL; TH N 89 DEG 42 MIN 17 SEC W, ALG THEN LN OF SD SEC 31, A DIST OF 1340.92 FT TO A PT ON THEE LN OF NW 1/4 OF THE NE 1/4 OF SD SEC 31; TH S 00 DEG 28 MIN 17 SEC W, ALG SD ELNA DIST OF 313.61 FT TO THE PT OF INT WITH THE MONUMENTED W LN OF THOSE LANDS DESC IN OR BK 2633 PG 7241 PRMCF AND THEE LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 31, SD PT ALSO BEING THE POB; TH CONT S 00 DEG 28 MIN 17 SEC W, ALG THEE LN OF SD NW 1/4 OF THE NE 1/4, A DIST OF 1517.41 FT; TH N 89 DEG 34 MIN 23 SEC W, A DIST OF 1339.52 FT TO A PT ON THEW LN OF THE NE 1/4 OF SD SEC 31; TH N 00 DEG 25 MIN 39 SEC E, ALG SD W LN A DIST OF 1779.84 FT; TH N 89 DEG 49 MIN 57 SEC W, A DIST OF 61.20 FT; TH N 89 DEG 28 MIN 23 SEC W, A DIST OF 69.41 FT; TH N 75 DEG 10 MIN 59 SEC W, A DIST OF 51.98 FT; TH N 87 DEG 14 MIN 18 SEC W, A DIST OF 120.84 FT TO A PT ON THE S R/W LN OF TALLEVAST RD; TH S 89 DEG 39 MIN 02 SEC E, ALG SD S R/W LN, A DIST OF 301.70 FT TO THE INT OF SD SLY R /W LN AND THEW LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 31; TH S 89 DEG 42 MIN 17 SEC E, ALG SD S R/W LN, A DIST OF 881.79 FT TO A PT ON THE MONUMENTED W LN OF THOSE LANDS DESC IN OR BK 2633 PG 7241 PRMCF; TH ALG SD WLY LN THE FOLLOWING (6) SIX COURSES: (1) S 76 DEG 13 MIN 49 SEC E, A DIST OF 81.69 FT; (2) TH S 89 DEG 44 MIN 03 SEC E, A DIST OF 181.93 FT; (3) TH S 70 DEG 02 MIN 37 SEC E, A DIST OF 32.99 FT; (4) TH S 00 DEG 08 MIN 33 SEC W, A DIST OF 84.04 FT; (5) TH WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 163.93 FT, WITH A RAD OF 114 FT, WITH A C/B OF S 41 DEG 03 MIN 05 SEC E, WITH A CHORD LENGTH OF 150.17 FT, WITH A DELTA ANGLE OF 82 DEG 23 MIN 25 SEC; (6) TH WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 82.41 FT WITH A RAD OF 80 FT, WITH AC/ B OF S 49 DEG 09 MIN 10 SEC E, WITH A C/L OF 87.36 FT WITH A DELTA ANGLE OF 66 DEG 11 MIN 02 SEC TO THE POB; SUBJ TO & TOGETHER WITH EASMT REC IN INST#202041140358 DESC AS FOLLOWS: A PORTION OF THE N 1/2 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL

AS BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NW COR OF THE NE 1/4 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL; TH S 00 DEG 25 MIN 39 SEC W, ALG THEW LN OF SD NE 1/4 SEC 31, A DIST OF 1827.94; TH S 89 DEG 34 MIN 21 SEC E, A DIST OF 11 FT TO THE POB; TH S 89 DEG 34 MIN 24 SEC E, A DIST OF 28 FT; TH S 00 DEG 25 MIN 39 SEC W, A DIST OF 22 FT; TH S 89 DEG 34 MIN 23 SEC E, A DIST OF 50 FT; TH S 00 DEG 25 MIN 37 SEC W, A DIST OF 24 FT; TH N 89 DEG 34 MIN 23 SEC W, A DIST OF 127.84 FT; TH N 00 DEG 00 MIN 00 SEC W, A DIST OF 24 FT; TH S 89 DEG 34 MIN 23

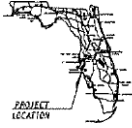
SEC E, A DIST OF 50.01 FT; TH N 00 DEG 25 MIN 39 SEC E, A DIST OF 22 FT TO THE POB, HAVING A AREA OF 3686.2 SW FT, .08 AC. PI #20073.0005/9 SW1/4 OF NE1/4, ALSO BEGIN AT NW COR OF NE1/4 OF SE1/4 SEC 31, THENS 68 DEG E 413.9 FT, S 18 DEG 18 MINE 448.5 FT TO C/L OF PEARCE DRAIN, THEN FOL C/L OF SD CANAL IN SWLY DIREC TO S BORY OF N1/2 OF SW1/4 OF SE1/4, W TO SW COR OF SD N1/2 OF SW1/4 OF SE1/4, N TO NW COR OF SE1/4, E TO NE COR OF NW1/4 OF SE1/4 TO BEG, ALSO THAT PART OF SE1/4 OF NE1/4 & NE1/4 OF SE1/4 & N1/2 OF SW1/4 OF SE1/4 LYE OF PEARCE DR CANAL, LESS RR R/W, ALSO W1/2 OF SE1/4 OF SE1/4 LESS STRIP OFFS TO STATE H/W AS DESC IN DB 269 P 203 , LESS LAND DESC ORB 236 P 223, LESS 11.122 AC M/L TO DOT FOR RD R/W DESC IN ORB 880 P 625, SUBJ TO F P & L EASMT DESC IN OR 978 P 3274; LESS 2. 677 AC TO DOT FOR RD R/W DESC IN OR 993 P 2684; LESS 13.03 AC AS DESC IN OR 1138 P 642 PRMCF P-3; ALSO LESS THAT PART INCLUDED IN INST#202041140362 DESC AS FOLLOWS: THE NW 1/4 OF THE NE 1/4 AND A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NE COR OF SEC 31, TWN 35S, RNG 18 E, MANATEE COUNTY, FL; TH N 89 DEG 42 MIN 17 SEC W, ALG THEN LN OF SD SEC 31, A DIST OF 1340.92 FT TO A PT ON THEE LN OF NW 1/4 OF THE NE 1/4 OF SD SEC 31; TH S 00 DEG 28 MIN 17 SEC W, ALG SD ELNA DIST OF 313.61 FT TO THE PT OF INT WITH THE MONUMENTED W LN OF THOSE LANDS DESC IN OR BK 2633 PG 7241 PRMCF AND THEE LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 31, SD PT ALSO BEING THE POB; TH CONT S 00 DEG 28 MIN 17 SEC W, ALG THEE LN OF SD NW 1/4 OF THE NE 1/4, A DIST OF 1517.41 FT; TH N 89 DEG 34 MIN 23 SEC W, A DIST OF 1339.52 FT TO A PT ON THEW LN OF THE NE 1/4 OF SD SEC 31; TH N 00 DEG 25 MIN 39 SEC E, ALG SD W LN A DIST OF 1779.84 FT; TH N 89 DEG 49 MIN 57 SEC W, A DIST OF 61.20 FT; TH N 89 DEG 28 MIN 23 SEC W, A DIST OF 69.41 FT; TH N 75 DEG 10 MIN 59 SEC W, A DIST OF 51.98 FT; TH N 87 DEG 14 MIN 18 SEC W, A DIST OF 120.84 FT TO A PT ON THE S R/W LN OF TALLEVAST RD; TH S 89 DEG 39 MIN 02 SEC E, ALG SD S R/W LN, A DIST OF 301.70 FT TO THE INT OF SD SLY R/W LN AND THEW LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 31; TH S 89 DEG 42 MIN 17 SEC E, ALG SD S R/W LN, A DIST OF 881.79 FT TO A PT ON THE MONUMENTED W LN OF THOSE LANDS DESC IN OR BK 2633 PG 7241 PRMCF; TH ALG SD WLY LN THE FOLLOWING (6) SIX COURSES: (1) S 76 DEG 13 MIN 49 SEC E, A DIST OF 81.69 FT; (2) TH S 89 DEG 44 MIN 03 SEC E, A DIST OF 181.93 FT; (3) TH S 70 DEG 02 MIN 37 SEC E, A DIST OF 32.99 FT; (4) TH S 00 DEG 08 MIN 33 SEC W, A DIST OF 84.04 FT; (5) TH WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 163.93 FT, WITH A RAD OF 114 FT, WITH A C/B OF S 41 DEG 03 MIN 05 SEC E, WITH A CHO RD LENGTH OF 150.17 FT, WITH A DELTA ANGLE OF 82 DEG 23 MIN 25 SEC; (6) TH WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 82.41 FT WITH A RAD OF 80 FT, WITH A C/B OF S 49 DEG 09 MIN 10 SEC E, WITH A C/L OF 87.36 FT WITH A DELTA ANGLE OF 66 DEG 11 MIN 02 SEC TO THE POB; SUBJ & TOGETHER WITH EASMNT REC IN INST#202041140358 DESC AS FOLLOWS: A PORTION OF THEN 1/2 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL AS BEING MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NW COR OF THE NE 1/4 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL; TH S 00 DEG 25 MIN 39 SEC W, ALG THEW LN OF SD NE 1/4 SEC 31, A DIST OF 1827.94; TH S 89 DEG 34 MIN 21 SEC E, A DIST OF 11 FT TO THE POB; TH S 89 DEG 34 MIN 24 SEC E, A DIST OF 28 FT; TH S 00 DEG 25 MIN 39 SEC W, A DIST OF 22 FT; TH S 89 DEG 34 MIN 23 SEC E, A DIST OF 50 FT; TH S 00 DEG 25 MIN 37 SEC W, A DIST OF 24 FT; TH N 89 DEG 34 MIN 23 SEC W, A DIST OF 127.84 FT; TH N 00 DEG 00 MIN 00 SEC W, A DIST OF 24 FT; TH S 89 DEG 34 MIN 23 SEC E, A DIST OF 50.01 FT; TH N 00 DEG 25 MIN 39 SEC E, A DIST OF 22 FT TO THE POB, HAVING A AREA OF 3686.2 SW FT, .08 AC. PI #20065.0005/9

EXHIBIT "B"

[Transportation Improvements - Construction Plans]

COMPLETE SET ON FILE

CONSTRUCTION PLANS FOR PROJECT WOODWORKING - OFFSITE



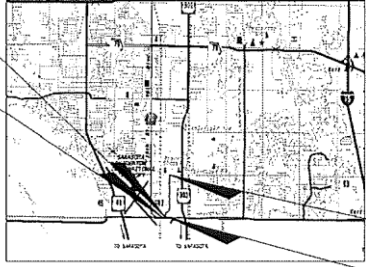
PROJECT LOCATION
1:000,000 N.W.

Parcel ID: 2007300059
Manatee County, Florida
Section 31, Township 35 S, RANGE 18 E

PREPARED FOR PROPER 11' ADDRESS
ARCO:MIIn-av Natio11al
Co11stn1cfio11 Cdmpa11y, INC., TALLEVAST RD,
3110 Woodcreek Drive, SARASOT.4 FL 34243
Downers Grove, IL 60515

DATE OF SHEET			
DATE	BY	REVISION	APPROVAL

SCALE	
AS SHOWN	AS BUILT
1" = 100'	1" = 100'



BEGIN CONSTRUCTION
E CONST 21ST ST. E
STA. 300+00.00


BEGINNING OF PROJECT
BEGIN CONSTRUCTION
E CONST UNIVERSITY PKWY
STA. 300+26.01

WARNING: THESE PLANS ARE THE PROPERTY OF THE ENGINEER. NO PART OF THESE PLANS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

ENDING OF PROJECT
END CONSTRUCTION
E CONST 21ST ST. E
STA 254+95.9.3

ND I - - PROJE
E 10 Co.1STRUCIO.1
E CONST UNIVERSITY PKWY
STA. 311+68.0B

PREPARED BY _____



VERTICAL DATA: NAD 1983
State 88 - April 28 - 1983

PROJECT WOODWORKING OFFSITE

EXHIBIT "C"
[Estimate of Costs]

Project Woodworking - TIF Application Engineering Estimates

12/2/2022

Address: 8380 21st E, Sarasota 34243



Civil Engineering		
200 - Roadway	\$	5,454,317.51
300 - Signing & Pavement Markings	\$	159,190.72
500 - Signalization	\$	225,714.96
700 - Utilities	\$	3,409,951.58
<i>Component Sub-Total:</i>	<i>\$</i>	<i>9,249,174.77</i>
MOT (Maintenance of Traffic) 10%	\$	924,917.48
<i>Sub-Total:</i>	<i>\$</i>	<i>10,174,092.25</i>
MOB (Mobilization) 10%	\$	1,017,409.22
<i>Sub-Total:</i>	<i>\$</i>	<i>11,191,501.47</i>
PU (Project Unknowns) 5%	\$	559,575.07
Civil Engineering Total:	\$	11,751,076.55

Design Cost		
Civil Off-site Improvement Design	\$	65,996.25
Signal Design	\$	43,450.00
Civil Engineering Total:	\$	109,446.25

Signalization Engineering		
Signalization Items	\$	913,756.18
Signalization Contingency Items (15%)	\$	137,063.43
Maintenance of Traffic	\$	25,000.00
Mobilization	\$	25,000.00
Bonding (3%)	\$	27,412.69
Testing	\$	5,000.00
As-builts	\$	2,500.00
Signalization Total:	\$	1,135,732.30

FPL Engineering		
Pole Relocation	\$	10,500.00
FPL Total:	\$	10,500.00

Sum Total of all Sections:	\$	13,006,755.10
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From: [Alex Nicodemi](#)
To: [Che Barnett](#)
Cc: [William Clague](#); [Pamala Roberts](#); [Lee Washington](#); [Debbie Deleon](#); [Elaine Maholtz](#); [Theresa Woods](#)
Subject: RLS RESPONSE; Project WoodWorking Transp. Improvement Agreement; CAO MATTER NO. 2022-0653
Date: Friday, February 10, 2023 1:09:11 PM
Attachments: [Modified Document Sansone - Sarasota - TIF Agreement 21023.docx](#)

Che:

Pursuant to the above referenced request for legal services you have asked this office to review a draft Reimbursement Agreement for certain transportation improvements to the southwest district of Manatee County. Attached to this correspondence you will find the draft Reimbursement Agreement.

I have no objection from a legal standpoint to the Reimbursement Agreement being scheduled for consideration by the Board of County Commissioners. I express no opinion as to the business judgment of entering into this transaction. This concludes my response to the RLS. Please contact me if you have any additional questions or concerns.

Alexandria C. Nicodemi
Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West – Suite 969
Bradenton, Florida 34205
Email: alex.nicodemi@mymanatee.org
Phone: 941-745-3750 x3746
Fax: 941-745-3089

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