
CONTRACT FOR SALE AND PURCHASE

for the

CENTRAL COUNTY COMPLEX

MANATEE COUNTY, FLORIDA
MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP

THIS CONTRACT FOR SALE AND PURCHASE (hereinafter the **Contract**) is made and entered into this 13th day of October, 2020, between **MUSGRAVE REAL ESTATE HOLDINGS, Limited Partnership**, a Missouri limited partnership c/o Adron H. Walker, as registered agent, whose mailing address is 3119 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter the **Seller**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the **Buyer**). Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

RECITALS

WHEREAS, Seller is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter the **Property**) and all improvements thereon; and

WHEREAS, pursuant to Section 125.01, Florida Statutes, the Board of County Commissioners of Manatee County, wishes to acquire the Property for the purpose of the establishment of the Central County Complex, to provide facilities for public works services, utilities services and law enforcement services ("Project"); and

WHEREAS, it is in the best interest of the public health, safety and welfare for the County to (1) enter into this Contract with the Seller to acquire the Property for the Project, (2) enter into a Cooperative Agreement with Seller for the development of the Project on the Property, and (3) accept a warranty deed from the Seller to acquire the Property.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms and conditions set forth herein, the adequacy, sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS: The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **EXHIBITS INCORPORATED:** The following exhibits are attached hereto and incorporated herein:

- A. **Exhibit "A" – Legal Description of the Parcel;**
- B. **Exhibit "B" – Warranty Deed;**
- C. **Exhibit "C" – Affidavit of Ownership and Encumbrances; and**
- D. **Exhibit "D" – Cooperative Agreement and all exhibits thereto.**

3. **DESCRIPTION OF PROPERTY:** Seller shall sell and Buyer shall buy, upon the terms and conditions contained herein, unimproved real property situated, lying and being in Manatee County, State of Florida, described in attached **Exhibit "A."** The legal description and sketch of the Property is incorporated into this Contract and made a part hereof.

4. **PURCHASE PRICE AND DEED:** At closing, Buyer shall pay to Seller **THIRTY MILLION, ONE HUNDRED EIGHTY-FIVE THOUSAND, SIX HUNDRED AND TWENTY-FIVE AND NO/00 DOLLARS (\$30,185,625.00)** for the Property (hereinafter the **Purchase Price**), subject to adjustment upon closing as hereinafter provided in Paragraph 11 below. Seller shall simultaneously deliver to Buyer a good, sufficient and properly recordable Warranty Deed conveying to Buyer marketable, fee simple title to the Property, free and clear of all liens and encumbrances, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any, except as hereinafter provided. The warranty deed shall be in substantially the form attached hereto as **Exhibit "B"** and incorporated herein by this reference. The Purchase Price is inclusive of fees and costs for Seller's attorneys and experts.

5. **EFFECTIVE DATE:** For purposes of this Contract, the **Effective Date** shall be the date upon which the Contract is approved by the Manatee County Board of County Commissioners.

6. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby makes the following representations and warranties to Buyer, each of which are true and correct in all respects, on the date hereof and shall be deemed made again as of the Closing Date and represented by Seller to be true and correct on the Closing Date, and which shall survive the Closing Date.

A. **Organization:** MUSGRAVE REAL ESTATE HOLDINGS, Limited Partnership, is a Missouri limited partnership, validly existing and in good standing under the Laws of the State of Florida.

B. **Authority and Approval of Contract:** The Seller has the power and authority to execute and deliver this Contract and to perform all of its respective obligations hereunder.

C. Title to Purchased Assets: Seller is the sole and unconditional owner of and has good, valid and marketable title to all the Property, free and clear of all encumbrances, except the Permitted Exceptions (defined below) to the title policy to be obtained by Buyer, and there exists no restriction on the transfer or use of the Property. The Property is not the homestead of Seller. Currently there are three tenants on the Property, one in a home, one with a cattle lease and one with bee hives. All are subject to termination upon 30 days' notice. The Parties agree that all three such tenancies will be terminated and the tenants, cattle and bee hives removed before the closing date of this Contract.

D. Proceedings: Seller is not a party to, the subject of, or threatened with any Proceeding involving the Property nor, to the best of Seller's knowledge, is there any basis for any Proceeding.

E. No Existing Agreements: Neither the execution, delivery or performance of this Contract, or any other documents, instruments or agreements executed by the Seller in connection herewith, nor the consummation of the transactions contemplated hereby and thereby, do or will constitute a violation of or default under (either immediately, upon notice or upon lapse of time) any provision of any contract to which Seller or the Property may be bound, any Judgment or any Law or result in the creation or imposition of any Encumbrance upon, or give to any third person any interest in or right to, any of the Property. Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, maintenance, management, service or similar contracts, or amend, modify or renew any such existing agreements or contracts which will extend beyond the closing without the prior written consent of Buyer.

F. Environmental Issues: During the time of Seller's ownership of the Property, Seller warrants that, to the best of Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were buried, disposed, dumped, placed, released or stored on the Property. Seller has no knowledge of any aboveground, buried or partially buried containers, drums, storage vessels or tanks in, on or under the Property except as previously disclosed and to be removed no later than October 15, 2020.

G. Defects: Seller has no knowledge of any material defects relating to the Property, if any, including, but not limited to archaeological sites, sinkholes, structural defects or unstable soil conditions.

7. MORTGAGES, LIENS AND OTHER ENCUMBRANCES: At closing, Seller shall execute and deliver to Buyer an Affidavit of Ownership and Encumbrances, in substantially the form attached hereto as **Exhibit "C"** and incorporated herein by reference, attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting, if such is the case, that there have been no improvements to the Property for ninety (90) days immediately preceding the date of

closing. Seller shall complete said affidavit and return it to Buyer on or before the date of closing.

A. Existing Encumbrances: Seller shall convey the Property at closing, free and clear of all liens and encumbrances, subject to any restrictive covenants, reservations, easements of record, and county zoning restrictions or regulations in effect, if any, and the Permitted Exceptions as defined below. Seller shall be responsible for discharging any and all mortgage liens prior to or as part of the closing and deliver to the Buyer and/or the Title Company at the Closing, instruments in recordable form (and otherwise in form reasonably satisfactory to the title Company in order to omit same as an exception to its Title Insurance Policy) sufficient to satisfy and discharge such encumbrance together with the cost of recording or filing of such instrument; or (ii) the Title Company will otherwise issue or bind itself to issue a policy, acceptable in all respects to the Buyer in its sole and absolute discretion, which will insure Buyer against collection thereof from or enforcement thereof against the Property.

B. Encroachments: Notwithstanding anything to the contrary contained in this Section, if the Property at the time of Closing, is subject to any Encroachments that have not been accepted by Buyer pursuant to Sections 34 and 8, such Encroachments shall not be deemed a title objection provided that, at the sole discretion of the Buyer, such Encroachments do not materially interfere with the Project and that individually or in the aggregate do not render title unmarketable or uninsurable, or materially impair the value or use of the Property affected thereby. If Buyer determines that such Encroachment is unacceptable, Seller shall cause the Encroachment to be removed or remedied to Buyer's satisfaction prior to closing. If the encroachment cannot be removed or remedied, Buyer may terminate this Contract. For purposes of this Contract, the Parties agree to the boundary as set forth on the Survey as hereinafter described.

C. Construction Liens: If the Property has been improved within **NINETY (90)** days immediately preceding the date of closing, Seller shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men, and further reciting that, in fact, all bills for work on the subject Property which could serve as a basis for a construction lien have been paid or will be paid prior to closing.

8. **TITLE EVIDENCE**: Beginning on the Effective Date of this Contract and ending thirty (30) days after, Buyer may conduct whatever title search Buyer deems necessary (hereinafter the **Inspection Period**). If, during the Inspection Period, Buyer notifies Seller of existing title defects other than those to which the conveyance is to be made subject to by the terms of this Contract and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the closing, then Seller shall promptly make a diligent effort to perfect the title to Buyer's reasonable satisfaction and to the extent called for by this Contract within thirty (30) days (hereinafter the **Cure**

Period) from the date Seller receives written notice of any title defect. In the event closing is scheduled to occur within the Cure Period, closing shall be extended to the first day following removal of the title defects or the termination of the Cure Period, whichever date occurs first. If any defect in title identified by Buyer is not cured to Buyer's reasonable satisfaction within the Cure Period, Buyer shall have the right to either waive such defect or withdraw its offer to purchase thereby releasing Buyer and Seller from all further obligations under this Contract. All exceptions to title agreed to by Buyer shall be "**Permitted Exceptions.**"

9. INVESTIGATIONS: From the Effective Date until the Closing Date or earlier termination of this Contract, Seller shall permit the Buyer, its attorneys, accountants, and its other advisors, authorized representatives and agents reasonable access to Seller and the Property, upon reasonable notice during normal business hours to investigate the Property. Seller shall furnish the Buyer and its authorized attorneys, representatives and agents with all information concerning the Property that they reasonably request.

10. CLOSING: This transaction shall be closed on or before December 16, 2020, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 1112 Manatee Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract. The closing may be extended by Seller until January 2021 on a date and time mutually agreeable to the Parties, upon notice to Buyer on or before December 1, 2020.

A. **Conditions to Closing:** Unless waived by Buyer in writing, the obligation of Buyer to close this transaction is expressly conditioned upon satisfaction of all conditions as contained within this Contract, by the date of closing. If such conditions are not so met, Buyer may elect either to terminate this Contract by written notice to Seller or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied.

B. **Documents for Closing:** Seller shall deliver to Buyer a Warranty Deed, an Affidavit of Ownership and Encumbrances and such other documents as may be reasonably required pursuant to this contract, required by Title Agent to issue title policy, and any state or federal law, on or before the date of closing.

C. **Cooperative Agreement:** At closing, Seller shall simultaneously deliver to Buyer an executed Cooperative Agreement, substantially in the form attached to this Contract as **Exhibit "D"** and incorporated herein by reference. Buyer shall execute such Cooperative Agreement on or before closing.

D. Insurance: Seller shall keep all existing coverage and insurance policies insuring the Seller or the Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

E. Condition of Property: Seller shall not commit, or permit anyone else to commit, any loss, destruction or damage to the Property, which has not been repaired or restored by Seller prior to the date of closing. Seller shall not permit any adverse changes in the condition of the Property from the Effective Date of this Contract to the date of closing, except for reasonable wear and tear. If Buyer so requests, a walk-through of the Property shall be scheduled and conducted prior to the closing to assure compliance with this Contract.

F. Closing Agent: **Grimes, Hawkins, Gladfelter & Galvano, P.L.** shall serve as the Closing Agent. All funds held by the Closing Agent under this Contract, if any, shall be placed in a non-interest-bearing account and shall be disbursed in accordance with this Contract.

11. TAXES AND CLOSING EXPENSES:

A. The Closing Agent shall withhold from Seller's proceeds at closing an amount equal to Seller's pro rata share of real estate taxes and special assessments, if any, allocated to the Property as prorated to the date of closing, and such amounts shall be paid to the Manatee County Tax Collector.

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Property prorated to the date of closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the Property owned by Seller. Under either this subsection or subsection A above, where taxes are prorated based upon the preceding year's tax assessment, the Parties agree to re-prorate taxes, with maximum discount and the agricultural exemption, upon the request of either Party within six (6) months from the date the taxes for the year of closing have been certified by Manatee County. This clause shall survive closing of this contract and continue to bind the parties for the referenced six (6) month period.

C. Costs to be Paid by Seller: Seller shall pay costs of Seller's attorney's fees, if any.

D. Costs to be Paid by Buyer: Buyer shall pay the cost of recording the deed. Buyer shall pay the deed documentary stamp taxes due on this transfer. Buyer shall also pay for an owner's title insurance policy and related title costs, closing agent fees and Buyer's attorney's fees, if any.

12. POST CLOSING: Seller shall be responsible for the payment of the following:

A. All federal, state and other taxes imposed upon the Seller's net income from the transactions contemplated hereunder (including but not limited to federal taxes based upon depreciation recapture and federal taxes based upon the recapture of investment tax credit);

B. Taxes payable by the Seller on Seller's gross income from the sale of the Property to the Buyer hereunder;

C. All sales and use taxes imposed on the purchase and use of the Property by the Seller prior to the Closing and any sales and use taxes imposed on the sale of the Property pursuant to this Contract; and

D. Any penalties, interest, or similar charges with respect to the foregoing taxes enumerated in this Section.

13. ASSIGNABILITY: The Parties may not assign this Contract or any right or obligation of this Contract without prior written consent of the other Party.

14. AMENDMENTS: This Contract may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Manatee County Board of County Commissioners.

15. COUNTERPARTS: This Contract and any amendments may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Execution and delivery of this Contract by any party hereto, when transmitted via facsimile or electronic transmission, shall constitute the original, binding Contract of any such party.

16. INDEPENDENT COUNSEL: All Parties to this Contract hereby acknowledge and agree that each has been advised to seek independent legal counsel in connection with the negotiation, preparation and consummation of this Contract as well as all closing documents in the intended transaction by and between the parties.

17. ATTORNEYS' FEES AND COSTS: Each Party shall be solely responsible for paying its attorneys' fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Contract.

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

19. AVAILABILITY OF FUNDING: The Buyer's obligations to purchase the Property and complete the Improvements, as defined in and according to **Exhibit D**,

Cooperative Agreement, are contingent upon (i) the issuance of County Bonds in an aggregate principal amount sufficient to finance the cost of all or a portion of the purchase of the Property and the completion of the improvements, and/or (ii) the availability of funds lawfully appropriated by the Manatee County Board of County Commissioners to fund any portion of the cost of the purchase of the Property and completion of the Improvements not funded through the issuance of such Bonds. In the event that such funds are, in good faith, not obtained or appropriated or are terminated during the term of this Contract, Buyer shall have the option of terminating this Contract and all covenants and obligations hereunder by providing written notice to the Seller. If Buyer terminates this Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Contract shall terminate.

20. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. The covenants, warranties, representations, indemnities and undertakings of Seller as set forth in this Contract will survive delivery and recording of the deed and possession as set forth herein.

21. BROKER'S FEES: Neither Party will pay a commission to any broker in connection with the sale and purchase of the Property. Both Parties warrant that they have assumed no obligation to pay any such commission in connection therewith.

22. DEFAULT AND REMEDIES: Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Buyer fails to purchase the Property or to perform any of the covenants, conditions or warranties of this Contract, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Contract. If Seller for any reason fails to perform any of the covenants, conditions or warranties of this Contract, Buyer shall, at Buyer's option, (a) terminate this Contract by written notice to Seller or (b) waive the nonperformance and proceed with closing or (c) have the remedy of specific performance of this Contract.

23. DOCUMENTS AND REPORTS: Within **TEN (10)** days after the Effective Date of this Contract, Seller shall provide to Buyer copies of all written reports in Seller's possession relating to the environmental condition of the Property; all boundary surveys of the Property; any existing title policy or commitment pertaining to the Property. In the event this Contract is terminated by the Buyer for any reason, Buyer shall provide copies to Seller of any and all reports and the survey resulting from Buyer's investigation of the Property.

24. ENTIRE CONTRACT: This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations or agreements, both written and oral. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties or representations, written or oral, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto.

25. ENVIRONMENTAL SITE ASSESSMENT: During the Inspection Period, Seller will permit representatives of Buyer to access all of Seller's records relating to the Property (excluding tax returns), and to enter upon the Property for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Property, including, but not limited to, tests, borings, percolation tests and other tests, inspections or examinations that Buyer may order, at its expense, to determine subsurface or topographic conditions of the Property. Buyer shall, subject to the limitations set forth in Section 768.28, Florida Statutes, indemnify and hold Seller harmless for any damages to the Property to the extent caused by the failure of Buyer or Buyer's representatives to exercise reasonable care in the conduct of such tests, inspections or examinations. If Buyer, in its sole and absolute discretion, concludes from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for Buyer's intended purpose, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the Inspection Period and this Contract shall then be deemed terminated and of no further force and effect, and no Party shall have any rights or claims against one another which might otherwise result from this Contract, unless Buyer and Seller negotiate and enter into a mutually acceptable amendment to this Contract to address such concern.

26. FLORIDA LAW AND MANATEE COUNTY VENUE: This Contract shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

27. FORCE MAJEURE: No Party shall be required to perform any obligation under this Contract or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, a failure or disruption of utility services, a fire, a flood, a hurricane, named windstorm, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome (hereinafter **Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Contract, provided, however, if such Force Majeure Event continues to prevent performance under this Contract more than ten (10) days beyond the date of closing, then either party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

28. HEADINGS: The headings contained in this Contract are for convenience and reference and shall not affect the meaning or interpretation of this Contract.

29. INTERPRETATION: Each party has had equal input into the drafting of this Contract and has been represented by counsel in the negotiation hereof, such that neither this Contract nor any uncertainty or ambiguity in this Contract shall be construed against Seller or Buyer, whether under any rule of construction or otherwise. This Contract shall be construed and interpreted according to the ordinary meaning of the words used so as

to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Contract and know and understand the contents and effect of this Contract.

30. NOTICE: Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties (hereinafter **Notices**) shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid to the following addresses:

If to Seller: Musgrave Real Estate Holdings, LP
c/o Grimes Hawkins Gladfelter & Galvano, PL
c/o Caleb J. Grimes, Esquire
1023 Manatee Avenue West
Bradenton, Florida, 34205

If to Buyer: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

and Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or **FIVE (5)** days after mailing, whichever occurs first.

31. OCCUPANCY AND POSSESSION: Seller shall, at closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at closing, Seller shall have removed all personal items, trash and waste materials from the Property.

32. RADON GAS: Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of this Contract:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

33. SEVERABILITY: If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be

held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions, if feasible, shall be considered modified so that it or they become legal, valid and enforceable. If any such provision cannot be so modified, it shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that, in any event, the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

34. SURVEY: The Buyer has secured a survey of the Property prepared by George F. Young as job number 19Y1560ILS ("Survey"). During the Inspection Period, Buyer may, update the Survey to include matters identified on the Title Commitment. If the Survey discloses, reveals or shows any encroachment on the Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations ("**Encroachments**"), Buyer may deliver written notice of such matters, together with a copy of the survey, to Seller. Upon receipt of notice by Seller of same, any such encroachments or violations shall be treated as a title defect and shall be governed by the terms of Section 8 above.

35. SURVIVABILITY: Any term, condition, covenant, or obligation which requires performance by either Party subsequent to the closing shall remain enforceable against such Party subsequent to the closing.

36. TIME OF THE ESSENCE: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of seven days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to five (5) P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. The terms "days" as used herein shall in all cases mean calendar days.

37. WAIVER: The failure or neglect by any Party to enforce any right under this Contract shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possess the right to waive enforcement of same.

38. SPECIAL PROVISIONS:

A. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the Closing Agent for the amount due from Buyer indicated on the Closing Statement for proper disbursement by the Closing Agent to any of the following, if applicable, including the Seller, the Manatee County Clerk of Court, the Manatee County Tax Collector and the Closing Agent.

B. This Contract is subject to acceptance and approval by the Manatee County Board of County Commissioners.

C. The Seller makes no representation as to the improvements on the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

Signed, sealed and delivered in the presence of two witnesses as required by law.

Jasmine Garrido
First Witness Signature

Jasmine Garrido
First Witness Printed Name

Nicole Maury Fortson
Second Witness Signature

Nicole Maury Fortson
Second Witness Printed Name

SELLER:

**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

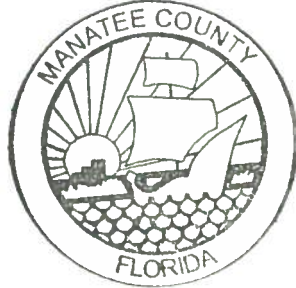
Kimberly Musgrave Schmidt
Signature

Kimberly Musgrave Schmidt
Printed Name

BUYER:

MANATEE COUNTY, a political
subdivision of the State of Florida

By: its Board of County Commissioners



By: _____

Chairperson

Date: _____

10/13/20

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____

Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
PARCEL #1462800259 (a portion of) and PARCEL # 1464000007

See Attached.

LEGAL DESCRIPTION
(AS PREPARED BY THE SURVEYOR)

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 31 AND 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST AND SECTION 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGIN AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED SECTION 36; THENCE, LEAVING SAID CORNER AND ALONG THE SOUTH LINE OF SAID SECTION 36, N 89°15'50" W, 1860.63 FEET TO THE INTERSECTION OF THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1990, PAGE 5911 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID SOUTH LINE OF SECTION 36 AND ALONG THE EAST AND NORTH LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1990, PAGE 5911, N 00°24'46" E, 211.10 FEET; THENCE N 89°13'16" W, 617.13 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LENA ROAD (PUBLIC RIGHT-OF-WAY, WIDTH VARIES), AS DESCRIBED IN OFFICIAL RECORDS BOOK 1808, PAGE 5679 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING CALLS: N 12°03'08" W, 502.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 774.07 FEET AND A CENTRAL ANGLE OF 15°20'06", 207.18 FEET TO THE POINT OF TANGENCY; THENCE N 02°26'33" E, 845.96 FEET; THENCE N 13°45'19" E, 50.98 FEET; THENCE N 02°26'33" E, 1008.22 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE S 87°03'40" E, 1245.44 FEET; THENCE N 89°59'14" E, 395.00 FEET; THENCE N 89°59'11" E, 572.14 FEET; THENCE S 89°14'48" E, 360.09 FEET TO ITS INTERSECTION WITH AN EXISTING FENCE LINE, SAID FENCE LINE BEING AN AGREED UPON BOUNDARY LINE OF THE MUSGRAVES AND MANATEE COUNTY; THENCE ALONG SAID FENCE LINE THE FOLLOWING CALLS: S 01°46'40" W, 1456.22 FEET; THENCE S 87°46'33" E, 13.14 FEET; THENCE S 01°19'26" W, 1318.47 FEET TO THE POINT OF BEGINNING.

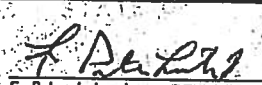

LESS A TOWER LEASE AREA AS RECORDED IN OFFICIAL RECORDS BOOK 1591, PAGE 2692 AND AMENDED IN OFFICIAL RECORDS BOOK 2762, PAGE 5749 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LESS "ADDITIONAL LEASED LANDS" AS RECORDED IN OFFICIAL RECORDS BOOK 2134, PAGE 178 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

SUBJECT TO: ANY EASEMENTS AND RIGHT-OF WAY OF RECORD.

SURVEYOR'S REPORT

1. This sketch is not a boundary survey.
2. Bearings shown on this map are based on Florida State Plane Coordinate System, West Zone, as referenced to the North American Datum of 1983(2011) adjustment and are shown in u.s. survey feet. control for this survey was established using real time Kinematic-Global Positioning System (RTK GPS), a bearing of N89°15'50"W was used on the South line of Section 36, Township 34 South, Range 18 East.
3. This map is intended to be displayed at a scale of 1"=500' or smaller.
4. This sketch and description is comprized of two (2) sheets and is not considered full and complete without both sheets.
5. This survey map and report (if applicable) or the copies thereof are not valid without the original signature and original seal of a Florida licensed Surveyor and Mapper.
6. There was no recorded Deed provided for the east boundary line agreement, this information was verbal from Manatee County personnel, and agrees with physical occupation of lands.
7. Parcel contains 7,012,718± square feet or 160.99± acres more or less.

PREPARED FOR: Manatee County 1112 Manatee Ave. W., STE 803 Bradenton, FL 34205		Manatee County Parcel Sketch & Description SECTION 31 & 36 TOWNSHIP 34 S., RANGE 18 & 19 E.		BY PVR	DATE 9/18/20	DESCRIPTION REVISE PER COUNTY COMMENTS
CREW CHIEF	INITIALS	DATE	 F. Peter Lutz, Jr. PSM LS 5506 DATE 9/23/20			
DRAWN	PVR	9/14/20				
CHECKED	PL	9/14/20				
FIELD BOOK						
FIELD DATE			 George F. Young, Inc. 10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913 PHONE (841) 747-2981 FAX (841) 747-7234 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE LAKEWOOD RANCH - ORLANDO - ST. PETERSBURG - TAMPA			
			JOB NO. 19Y15601LS		SHEET NO. 1 OF 2	

FILE: I:\PROJECT\SUR\2019\19Y15601LS\DWG\19Y15601LSsk-PARCEL 2.DWG

LOGIN: Roach, Patrick

PLOTTED: 9/23/2020 12:58 PM

EXHIBIT "A"

LENA ROAD

RIGHT-OF-WAY WIDTH VARIES
(OR 1808, PG 5679)

L6

L5

L4

EAST R/W LINE

POINT OF TANGENCY

POINT OF CURVATURE

C1

C1

LESS:
ADDITIONAL LEASED LANDS
(OR 2134, PG 178)

LESS:
TOWER LEASE AREA
(OR 1591, PG 2692)
(OR 2762, PG 5749)

L2

L1

NORTH LINE

EAST LINE

330' FPL EASEMENT
(OR 544, PG 827)

NOW OR FORMERLY KNOWN AS
PID #1465200109
FLORIDA POWER
AND LIGHT COMPANY
(OR 1990, PG 5911)

NOW OR FORMERLY KNOWN AS
PID #1462800089
STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION
(OR 2093, PG 423)

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	211.10'	N00°24'46"E
L2	617.13'	N89°13'16"W
L3	502.47'	N12°03'08"W
L4	845.96'	N02°26'33"E
L5	50.98'	N13°45'19"E
L6	1008.22'	N02°26'33"E
L7	395.00'	N89°59'14"E
L8	572.14'	N89°59'11"E
L9	360.09'	S89°14'48"E
L10	13.14'	S87°46'33"E

POINT OF BEGINNING

SE CORNER SECTION 36-34S-18E
SOUTH LINE
SECTION 36-34S-18E

(BEARING BASIS)
N89°15'50"W 1860.63'

NOW OR FORMERLY KNOWN AS
PID #567110051
MANATEE COUNTY

EAST LINE
SECTION 36-34S-18E

1456.22'

S01°46'40"W

WEST LINE
SECTION 31-34S-19E

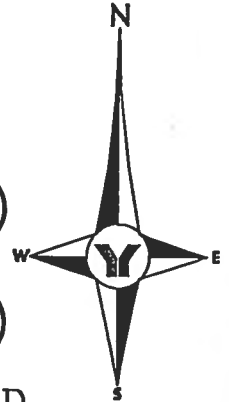
1318.47'

S01°19'26"W

FENCE LINE

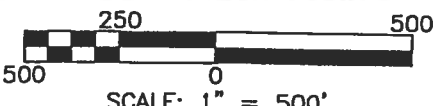
NOW OR FORMERLY KNOWN AS
PID #567110051
MANATEE COUNTY

EAST LINE PER BOUNDARY LINE AGREEMENT
(SEE NOTE 6)



LEGEND

PID-PROPERTY IDENTIFICATION
DB-DEED BOOK
PG-PAGE
R/W-RIGHT-OF-WAY
OR-OFFICIAL RECORDS BOOK



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	207.18'	774.07'	015°20'06"	N05°11'10"W	206.56'

PREPARED FOR:
Manatee County
1112 Manatee Ave. W., STE 803
Bradenton, FL 34205

Manatee County Parcel Sketch & Description

SECTION 31 & 35 TOWNSHIP 34 S., RANGE 18 & 19 E.

	INITIALS	DATE
CREW CHIEF		
DRAWN	PVR	9/14/20
CHECKED	PL	9/14/20
FIELD BOOK		
FIELD DATE		

F. Peter Lutz, Jr. PSM LS 5506

DATE



George F. Young, Inc.

10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913
PHONE (941) 747-2981 FAX (941) 747-7234
BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM
CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE
PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING

JOB NO.
19Y15601LS
SHEET NO.
2 OF 2

EXHIBIT “B”

FORM OF WARRANTY DEED

See Attached.

PREPARED BY:

Brandie Adams, Real Property Specialist
Property Acquisition Division
On behalf of Joy Leggett-Murphy, Property Acquisition Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Musgrave Acquisition (Central County Complex)
PID NO: 1462800259 (a portion of); 1464000007
OWNER TYPE: G70

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED is made and given by **MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP**, a Missouri limited partnership (**GRANTOR**), c/o Adron H. Walker, as registered agent, whose mailing address is 3119 Manatee Avenue West, Bradenton, Florida 34205, and **MANATEE COUNTY**, a political subdivision of the State of Florida (**GRANTEE**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205.

WITNESSETH, that Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred to Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

See legal description in Exhibit A, attached to and incorporated in this Warranty Deed by reference.

TO HAVE AND TO HOLD, the same in fee simple forever.

The property is not the homestead property of the Grantor, but is contiguous to homestead property, as such homestead is defined by Florida law.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land, and Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever and Grantor hereby warrants that said land is free of all encumbrances, except taxes accruing for the year 2020 and subsequent years.

SIGNATURE PAGE AND ACKNOWLEDGMENT APPEAR ON NEXT PAGE.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence
of two witnesses as required by law.

First Witness Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

GRANTOR:

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

By: Musgrave Real Estate, LLC, a Missouri
limited liability company, as its General
Partner

By: Kimberly Musgrave Schmidt, as a
manager of Musgrave Real Estate, LLC

Signature

Printed Name

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2020, by Kimberly Musgrave Schmidt, as a manager of
Musgrave Real Estate, LLC, a Missouri limited liability company, as General Partner of Musgrave
Real Estate Holdings, Limited Partnership, a Missouri limited partnership, on behalf of the limited
partnership, 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: _____

LEGAL DESCRIPTION
(AS PREPARED BY THE SURVEYOR)

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 31 AND 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST AND SECTION 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

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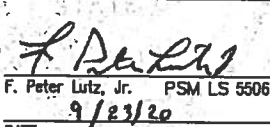
LESS A TOWER LEASE AREA AS RECORDED IN OFFICIAL RECORDS BOOK 1591, PAGE 2692 AND AMENDED IN OFFICIAL RECORDS BOOK 2762, PAGE 5749 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

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SUBJECT TO: ANY EASEMENTS AND RIGHT-OF WAY OF RECORD.

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6. There was no recorded Deed provided for the east boundary line agreement, this information was verbal from Manatee County personnel, and agrees with physical occupation of lands.
7. Parcel contains 7,012,718± square feet or 160.99± acres more or less.

PREPARED FOR: Manatee County 1112 Manatee Ave. W., STE 803 Bradenton, FL 34205		Manatee County Parcel Sketch & Description		BY PVR	DATE 9/18/20	DESCRIPTION REVISE PER COUNTY COMMENTS
SECTION 31 & 36 TOWNSHIP 34 S., RANGE 18 & 19 E.						
CREW CHIEF	INITIALS	DATE		George F. Young, Inc. 10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913 PHONE (841) 747-2981 FAX (841) 747-7234 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		
DRAWN	PVR	9/14/20				
CHECKED	PL	9/14/20				
FIELD BOOK						
FIELD DATE				JOB NO. 19Y15601LS SHEET NO. 1 OF 2		

FILE: I:\PROJECT\SUR\2019\19Y15601LS\DWG\19Y15601LSsk-PARCEL 2.DWG

LOGIN: Roach, Patrick

PLOTTED: 9/23/2020 12:58 PM

EXHIBIT "C"

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

See Attached.

PREPARED BY:

Brandie Adams, Real Property Specialist
Property Acquisition Division
On behalf of Joy Leggett-Murphy, Property Acquisition Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Musgrave Acquisition (Central County Complex)
PID NO: 1462800259 (a portion of); 1464000007
OWNER TYPE: G70

SPACE ABOVE THIS LINE FOR RECORDING DATA

SELLER'S AFFIDAVIT OF LIMITED PARTNERSHIP, OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **KIMBERLY MUSGRAVE SCHMIDT**, who being first duly sworn, deposes and says that, to the best of her knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.
2. **MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP**, a Missouri limited partnership (**GRANTOR**), is the owner of fee simple title to certain real property (**PROPERTY**) situated in Manatee County, Florida, more particularly described in **Exhibit A** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.
3. I am a Manager of Musgrave Real Estate, LLC, a Missouri limited liability company and have authority to sign documents of Musgrave Real Estate, LLC, as the General Partner of Grantor, and I make this affidavit with the authority of and on behalf of Grantor.
4. Grantor has sole and exclusive possession of the Property.
5. Neither Grantor's title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted or same have been resolved.
6. No person or entity other than Grantor claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.
7. There are no disputes concerning the location of the boundary lines of the Property.

8. Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor knows of any prior owner violating said restrictions, declarations or covenants.

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of my possession, Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

11. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against Grantor in the courts of Manatee County, Florida, or any other courts.

12. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

13. There has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

14. No notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by Grantor during the past **NINETY (90)** days.

15. There are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except the following:

UPDATED TITLE COMING FROM CLOSING AGENT

16. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property for the purpose of establishing the Central County Complex and facilities for Public Works, Utilities, and Law Enforcement services. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

SIGNATURE AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE.

KIMBERLY MUSGRAVE SCHMIDT

Signature

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2020, by Kimberly Musgrave Schmidt, as a manager of Musgrave Real Estate, LLC, a Missouri limited liability company as General Partner of Musgrave Real Estate Holdings, Limited Partnership, a Missouri limited partnership, on behalf of the limited partnership, 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

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

LEGAL DESCRIPTION
(AS PREPARED BY THE SURVEYOR)

EXHIBIT "A"

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CREW CHIEF	INITIALS	DATE	George F. Young, Inc.		JOB NO. 19Y15601LS	
DRAWN	PVR	9/14/20	10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913		SHEET NO.	
CHECKED	PL	9/14/20	PHONE (841) 747-2981 FAX (841) 747-7234		1 OF 2	
FIELD BOOK	F. Peter Lutz, Jr. PSM LS 5506 9/23/20		BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM			
FIELD DATE	DATE		CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE			
		Since 1919		PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING		
				GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		

FILE: I:\PROJECT\SUR\2019\19Y15601LS\DWG\19Y15601LSsk-PARCEL 2.DWG

LOGIN: Roach, Patrick

PLOTTED: 9/23/2020 12:58 PM

EXHIBIT "A"

LENA ROAD

RIGHT-OF-WAY WIDTH VARIES
(OR 1808, PG 5679)

L6

L5

L4

C1

L1

EAST R/W LINE

POINT OF TANGENCY

POINT OF CURVATURE

LESS:
TOWER LEASE AREA
(OR 1591, PG 2692)
(OR 2762, PG 5749)

330' FPL EASEMENT
(OR 544, PG 827)

LESS:
ADDITIONAL LEASED LANDS
(OR 2134, PG 178)

NORTH LINE
EAST LINE

S87°03'40"E 1245.44'

L7

L8

L9

NOW OR FORMERLY KNOWN AS
PID #1462800259

NOW OR FORMERLY KNOWN AS
PID #1462800089
STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION
(OR 2093, PG 423)

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	211.10'	N00°24'46"E
L2	617.13'	N89°13'16"W
L3	502.47'	N12°03'08"W
L4	845.96'	N02°26'33"E
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POINT OF BEGINNING
SE CORNER SECTION 36-34S-18E

SOUTH LINE
SECTION 36-34S-18E

(BEARING BASIS)
N89°15'50"W 1860.63'

NOW OR FORMERLY KNOWN AS
PID #567110051
MANATEE COUNTY

NOW OR FORMERLY KNOWN AS
PID #1465200109
FLORIDA POWER
AND LIGHT COMPANY
(OR 1990, PG 5911)

EAST LINE
SECTION 36-34S-18E

1456.22'

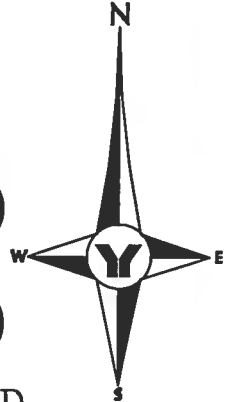
FENCE LINE

WEST LINE
SECTION 31-34S-19E

S01°19'26"W 1318.47'

NOW OR FORMERLY KNOWN AS
PID #567110051
MANATEE COUNTY

EAST LINE PER BOUNDARY LINE AGREEMENT
(SEE NOTE 6)



LEGEND

PID-PROPERTY IDENTIFICATION
DB-DEED BOOK
PG-PAGE
R/W-RIGHT-OF-WAY
OR-OFFICIAL RECORDS BOOK

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
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PREPARED FOR:
Manatee County
1112 Manatee Ave. W., STE 803
Bradenton, FL 34205

**Manatee County Parcel
Sketch & Description**

SECTION 31 & 36 TOWNSHIP 34 S., RANGE 18 & 19 E.

BY	DATE	DESCRIPTION
PVR	9/18/20	REVISE PER COUNTY COMMENTS

INITIALS	DATE
CREW CHIEF	
DRAWN	PVR 9/14/20
CHECKED	PL 9/14/20
FIELD BOOK	
FIELD DATE	

F. Peter Lutz, Jr. PSM LS 5506
DATE



George F. Young, Inc.

10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913
PHONE (841) 747-2981 FAX (841) 747-7234
BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM
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GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
19Y15601LS
SHEET NO.
2 OF 2

EXHIBIT “D”

FORM OF COOPERATIVE AGREEMENT

See Attached.

COOPERATIVE AGREEMENT

regarding

CENTRAL COUNTY COMPLEX

MANATEE COUNTY, FLORIDA
MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP

This Cooperative Agreement ("Agreement") is made and entered into as of the ____ day of ____, 2020, 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**, Missouri limited partnership, hereinafter referred to as "MREH".

RECITALS

WHEREAS, pursuant to Section 125.01, Florida Statutes, the County wishes to acquire certain property as more particularly described in this Agreement, for the establishment of the Central County Complex, to provide facilities for public services (the "Project"); and

WHEREAS, approximately 160.99 acres of property is presently owned by MREH as more particularly described in **Exhibit "A-1"** attached hereto and made a part hereof (the "Project Property"), and the County wishes to acquire the Project Property for the Project; and

WHEREAS, MREH and the County have entered into a separate Contract for Sale and Purchase (the "Purchase Contract"), pursuant to which MREH will sell, and the County will purchase, the Project Property; and

WHEREAS, the Project Property is part of a larger parcel of land, the remainder of which is to be retained by MREH, and is more particularly described in **Exhibit "A-2"** attached hereto and made a part hereof (the "MREH Property"); and

WHEREAS, in consideration for the sale and purchase of the Project Property for the purchase price set forth in the Purchase Contract, the County and MREH have agreed to certain obligations with respect to the development of the Project Property and the MREH Property, and it is in the best interest of the public health, safety and welfare for the County to enter into this Agreement with MREH to set forth those obligations herein.

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

Article I
COVENANTS AND OBLIGATIONS

1.1 Development of Project Property. The County intends to develop the Project as a public service complex that includes facilities for public utilities services, public works services and law enforcement services. The County reserves the right to develop the Project Property for any valid public purpose except as specifically set forth herein.

- A. No Expansion of Landfill: Notwithstanding the foregoing, the County shall not develop the Project Property to expand the County's Lena Road Landfill, but may develop the southeastern twenty (20) acres of the Project Property as an indoor solid waste transfer station for the temporary staging and transfer of solid waste for transport offsite to a County landfill.
- B. Wetland Impact Mitigation: The County's Professional Engineer, Kimley-Horn & Associates, prepared a Natural Resource Assessment in February 2020 that identified 0.23 acre of potential functional loss for wetland mitigation for the development of the MREH Property. The County will either utilize a portion of the Project Property for mitigation of these wetland impacts or purchase mitigation credits, as part of the development of the Improvements pursuant to Section 1.2.
- C. Floodplain Compensation: The County's Professional Engineer, Kimley-Horn & Associates, prepared a Floodplain Analysis in January 2020, updated in September 2020 based on the final survey of MREH Property (35.94 acres), that calculated the volume of floodplain compensation for the development of the MREH Property at approximately 39 acre-feet, which shall be offset on the Project Property, as part of the development of the Improvements pursuant to Section 1.2.

1.2 Public Improvements. The County shall design, permit and construct the following public improvements, which together with the wetland mitigation and floodplain compensation described in Section 1.1, are the "Improvements", in conjunction with the Project:

- A. Access Road: The County shall design, permit and construct a two-lane, public road running approximately 1500 feet east-west along the northern boundary of the Project Property (the "Access Road") in accordance with the County's Engineering Standards Manual and the conceptual development sketch set forth as **Exhibit "B"** attached hereto and made a part hereof (the "Conceptual Development Sketch"). The Access Road shall be immediately adjacent to the MREH Property and MREH and its successors shall have full access to the Access Road, subject to normal and customary driveway spacing requirements for a local road. The County shall provide for the right-of-way and stormwater retention areas entirely on the Project Property. The

Access Road shall not be subject to limitations for use by trucks. The intersection of the Access Road and Lena Road shall allow for right and left turns from the Access Road onto Lena Road to proceed both north and south. The County agrees to name the Access Road "Musgrave Ranch Road."

- B. Public Utilities: The County shall install wastewater and potable water facilities (the "Utility Improvements") in or adjacent to the Access Road, as necessary, to serve the development of the Project Property and the MREH Property. The County installed facilities shall be sufficient to provide water and wastewater service for approximately 1,045,000 SF of Commercial development and shall provide for connection points to serve the MREH Property.

The County shall complete the Improvements substantially in accordance with the Conceptual Development Sketch. The County shall endeavor to complete the Improvements within three (3) years of the effective date of this Agreement, subject to adjustment for reasonable permitting or construction delays, or delays that are beyond the control of the County.

1.3 Limitation of County Obligations. The County's obligations under this Agreement shall be subject to the following limitations.

- A. Development of Project: The County intends to fund the purchase of the Project Property and the completion of the Improvements through the issuance of bonds and budgeting of legally available revenues, which do not provide sufficient funding for the development of the Project (other than for the purchase of the Project Property and the completion of the Improvements), such that this Agreement shall not be construed to obligate the County to design, permit or construct the Project, and the development of the Project Property shall be subject to the future discretion of the County to identify sufficient funding, and to budget and appropriate such funding, for such purpose. The County shall be under no obligation to obtain, budget or appropriate any such funds, or to otherwise undertake or complete the Project.

1.4 Development of MREH Property. MREH intends to develop the MREH Property as a commercial or mixed use development (the "MREH Development"). The County acknowledges and agrees that such use of the MREH Property will not unreasonably interfere with the County's use of the Project Property.

- A. Access Road: MREH and its successors shall be permitted to utilize the Access Road for access to the MREH Property for purposes of developing the MREH Development and for use by the MREH Development, subject to compliance with the County's Engineering Standards Manual.
- B. Public Utilities: MREH and its successors shall be permitted to connect to

the Utility Connection Improvements described in Section 1.2.B, subject to and in accordance with the County's water and wastewater utilities ordinances, including payment of applicable facility investment fees.

- C. Development Responsibilities: Other than as expressly stated herein, the County shall have no responsibility for the development of the MREH Property.

1.5 No Development Rights. Notwithstanding the provisions of Section 1.4, this Agreement shall not be construed to confer upon MREH right to receive any permit or approval for development required pursuant to the County's Comprehensive Plan, Land Development Code or Code of Ordinances.

Article II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, this Agreement shall terminate on January 1, 2026.

Article III

AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for MREH by a Manager of the General Partner, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and MREH each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement. MREH and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement.

4.3 Indemnification. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Agreement.

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

4.5 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.

4.6 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.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable as defined in the Purchase Contract.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Utilities Department
Manatee County
4410 66th Street West
Bradenton, Florida 34210

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to MREH: Musgrave Real Estate Holdings, LP

c/o Grimes Hawkins Gladfelter & Galvano, PL
c/o Caleb J. Grimes, Esquire
1023 Manatee Avenue West
Bradenton, Florida, 34205

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

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

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

**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

EXHIBIT "A-1"
DESCRIPTION OF PROJECT PROPERTY

LEGAL DESCRIPTION
(AS PREPARED BY THE SURVEYOR)

EXHIBIT "A-1"

A PARCEL OF LAND LYING IN SECTION 31 AND 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST AND SECTION 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGIN AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED SECTION 36; THENCE, LEAVING SAID CORNER AND ALONG THE SOUTH LINE OF SAID SECTION 36, N 89°15'50" W, 1860.63 FEET TO THE INTERSECTION OF THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1990, PAGE 5911 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID SOUTH LINE OF SECTION 36 AND ALONG THE EAST AND NORTH LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1990, PAGE 5911, N 00°24'46" E, 211.10 FEET; THENCE N 89°13'16" W, 617.13 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LENA ROAD (PUBLIC RIGHT-OF-WAY, WIDTH VARIES), AS DESCRIBED IN OFFICIAL RECORDS BOOK 1808, PAGE 5679 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING CALLS: N 12°03'08" W, 502.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 774.07 FEET AND A CENTRAL ANGLE OF 15°20'06", 207.18 FEET TO THE POINT OF TANGENCY; THENCE N 02°26'33" E, 845.96 FEET; THENCE N 13°45'19" E, 50.98 FEET; THENCE N 02°26'33" E, 1008.22 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE S 87°03'40" E, 1245.44 FEET; THENCE N 89°59'14" E, 395.00 FEET; THENCE N 89°59'11" E, 572.14 FEET; THENCE S 89°14'48" E, 360.09 FEET TO ITS INTERSECTION WITH AN EXISTING FENCE LINE, SAID FENCE LINE BEING AN AGREED UPON BOUNDARY LINE OF THE MUSGRAVES AND MANATEE COUNTY; THENCE ALONG SAID FENCE LINE THE FOLLOWING CALLS: S 01°46'40" W, 1456.22 FEET; THENCE S 87°46'33" E, 13.14 FEET; THENCE S 01°19'26" W, 1318.47 FEET TO THE POINT OF BEGINNING.

LESS A TOWER LEASE AREA AS RECORDED IN OFFICIAL RECORDS BOOK 1591, PAGE 2692 AND AMENDED IN OFFICIAL RECORDS BOOK 2762, PAGE 5749 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

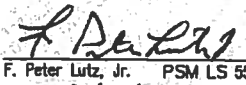
LESS "ADDITIONAL LEASED LANDS" AS RECORDED IN OFFICIAL RECORDS BOOK 2134, PAGE 178 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.


SUBJECT TO: ANY EASEMENTS AND RIGHT-OF WAY OF RECORD.

SURVEYOR'S REPORT

1. This sketch is not a boundary survey.
2. Bearings shown on this map are based on Florida State Plane Coordinate System, West Zone, as referenced to the North American Datum of 1983(2011) adjustment and are shown in u.s. survey feet. control for this survey was established using real time Kinematic-Global Positioning System (RTK GPS), a bearing of N89°15'50"W was used on the South line of Section 36, Township 34 South, Range 18 East.
3. This map is intended to be displayed at a scale of 1"=500' or smaller.
4. This sketch and description is comprized of two (2) sheets and is not considered full and complete without both sheets.
5. This survey map and report (if applicable) or the copies thereof are not valid without the original signature and original seal of a Florida licensed Surveyor and Mapper.
6. There was no recorded Deed provided for the east boundary line agreement, this information was verbal from Manatee County personnel, and agrees with physical occupation of lands.
7. Parcel contains 7.012,718± square feet or 160.99± acres more or less.

PREPARED FOR: Manatee County 1112 Manatee Ave. W., STE 803 Bradenton, FL 34205		Manatee County Parcel Sketch & Description SECTION 31 & 36 TOWNSHIP 34 S., RANGE 18 & 19 E.		BY PVR	DATE 9/18/20	DESCRIPTION REVISE PER COUNTY COMMENTS
CREW CHIEF	INITIALS	DATE				
DRAWN	PVR	9/14/20				
CHECKED	PL	9/14/20				
FIELD BOOK						
FIELD DATE						


F. Peter Lutz, Jr. PSM LS 5506
9/23/20


Since 1919

George F. Young, Inc.
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1 OF 2

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1456.22'

FENCE LINE

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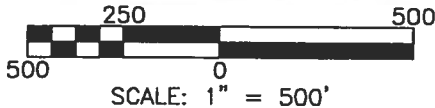
S01°19'26"W 1318.47'

S01°46'40"W

NOW OR FORMERLY KNOWN AS

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MANATEE COUNTY

EAST LINE PER BOUNDARY LINE AGREEMENT
(SEE NOTE 6)



LEGEND

PID-PROPERTY IDENTIFICATION
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SECTION 31 & 36 TOWNSHIP 34 S., RANGE 18 & 19 E.

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DATE



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JOB NO.
19Y15601LS
SHEET NO.
2 OF 2

EXHIBIT "A-2"
DESCRIPTION OF MREH PROPERTY

LEGAL DESCRIPTION: MUSGRAVE PARCEL
(AS PREPARED BY THE SURVEYOR)

EXHIBIT "A-2"

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST AND SECTION 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED SECTION 36; THENCE, LEAVING SAID CORNER AND ALONG THE SOUTH LINE OF SAID SECTION 36, N 89°15'50" W, 1860.63 FEET TO THE INTERSECTION OF THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1990, PAGE 5911 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID SOUTH LINE OF SECTION 36 AND ALONG THE EAST AND NORTH LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1990, PAGE 5911, N 00°24'46" E, 211.10 FEET; THENCE N 89°13'16" W, 617.13 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LENA ROAD (PUBLIC RIGHT-OF-WAY, WIDTH VARIES), AS DESCRIBED IN OFFICIAL RECORDS BOOK 1808, PAGE 5679 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING CALLS: N 12°03'08" W, 502.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 774.07 FEET AND A CENTRAL ANGLE OF 15°20'06", 207.18 FEET TO THE POINT OF TANGENCY; THENCE N 02°26'33" E, 845.96 FEET; THENCE N 13°45'19" E, 50.98 FEET; THENCE N 02°26'33" E, 1008.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 02°26'33" E, 697.33 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD No. 64, (PUBLIC RIGHT-OF-WAY, WIDTH VARIES), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR S.R. No. 64 (SECTION 13050-000_1960223); THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE OF S.R. No. 64 THE FOLLOWING CALLS: S 87°49'29" E, 322.09 FEET; THENCE S 02°10'31" W, 3.03 FEET; THENCE S 87°04'14" E, 495.70 FEET; THENCE S 87°50'43" E, 426.10 FEET; THENCE S 87°51'06" E, 143.82 FEET; THENCE S 87°50'43" E, 223.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7554.44 FEET AND A CENTRAL ANGLE OF 03°24'51", 450.17 FEET TO THE POINT OF TANGENCY; THENCE S 84°27'01" E, 235.70 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7724.44 FEET AND A CENTRAL ANGLE OF 01°42'58", 231.37 FEET TO ITS INTERSECTION WITH THE SAID EAST LINE OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST; THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF S.R. No. 64 AND ALONG THE SAID EAST LINE OF SAID SECTION 36, S 00°45'12" W, 357.34 FEET; THENCE LEAVING SAID EAST SECTION LINE S 89°15'53" E, 30.80 FEET TO ITS INTERSECTION WITH AN EXISTING FENCE LINE, SAID FENCE LINE IS AN AGREED UPON BOUNDARY LINE BETWEEN MUSGRAVES AND MANATEE COUNTY; THENCE ALONG SAID FENCE LINE S 01°47'07" W, 265.19 FEET; THENCE LEAVING SAID FENCE LINE N 89°14'48" W, 360.09 FEET TO ITS INTERSECTION WITH LANDS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 2093, PAGE 423, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID LANDS, THE FOLLOWING CALLS: N 00°01'07" E, 310.50 FEET; THENCE N 89°59'25" W, 572.05 FEET; THENCE S 00°02'03" W, 310.73 FEET; THENCE S 89°59'14" W, 395.00 FEET; THENCE N 87°03'40" W, 1245.44 FEET TO THE POINT OF BEGINNING.

LESS LANDS AS RECORDED IN DEED BOOK 2093, PAGE 423 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. SUBJECT TO: ANY EASEMENTS AND RIGHT-OF WAY OF RECORD.

SURVEYOR'S REPORT

1. This sketch is not a boundary survey.
2. Bearings shown on this map are based on Florida State Plane Coordinate System, West Zone, as referenced to the North American Datum of 1983(2011) adjustment and are shown in u.s. survey feet. control for this survey was established using real time Kinematic-Global Positioning System (RTK GPS), a bearing of N89°15'50"W was used on the South line of Section 36, Township 34 South, Range 18 East.
3. This map is intended to be displayed at a scale of 1"=500' or smaller.
4. This sketch and description is comprized of three (3) sheets and is not considered full and complete without all sheets.
5. This survey map and report (if applicable) or the copies thereof are not valid without the original signature and original seal of a Florida licensed Surveyor and Mapper.
6. There was no recorded Deed provided for the east boundary line agreement, this information was verbal from Manatee County personnel, and agrees with physical occupation of lands.
7. Parcel contains 1,565,367± square feet or 35.94± acres more or less.

PREPARED FOR: Manatee County 1112 Manatee Ave. W., STE 803 Bradenton, FL 34205		Musgrave Parcel Sketch & Description		BY PWR	DATE 9/23/20	DESCRIPTION REVISE PER COUNTY COMMENTS
SECTION 36, TOWNSHIP 34 S., RANGE 18 & 19 E.						
CREW CHIEF	INITIALS	DATE	George F. Young, Inc.		JOB NO. 19Y15601LS	
DRAWN	PWR	9/14/20	10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913 PHONE (941) 747-2981 FAX (941) 747-7234 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM		SHEET NO.	
CHECKED	PL	9/14/20	CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		1 OF 3	
FIELD BOOK			F. Peter Lutz, Jr. PSM LS 5506 DATE 9/23/20			
FIELD DATE			Since 1919			

FILE: I:\PROJECT\SUR\2019\19Y15601LS\DWG\19Y15601LSak-PARCEL 1.DWG

LOGIN: Roach, Patrick

PLOTTED: 9/23/2020 1:06 PM

EXHIBIT "A-2"

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 3

LENA ROAD

RIGHT-OF-WAY WIDTH VARIES
(OR 1808, PG 5679)

ADDITIONAL LEASED LANDS
(OR 2134, PG 178)

L6

L5

L4

C1

L1

EAST R/W LINE

POINT OF TANGENCY

POINT OF CURVATURE

TOWER LEASE AREA
(OR 1591, PG 2692)
(OR 2762, PG 5749)

L2

NORTH LINE

EAST LINE

N87°03'40"W 1245.44'

POINT OF BEGINNING

NOW OR FORMERLY
PID #1462800259
(NOT INCLUDED)

330' FPL EASEMENT
(OR 544, PG 827)

NOW OR FORMERLY
PID #1462800259
(NOT INCLUDED)

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	211.10'	N00°24'48"E
L2	617.13'	N89°13'16"W
L3	502.47'	N12°03'08"W
L4	845.96'	N02°26'33"E
L5	50.98'	N13°45'19"E
L6	1008.22'	N02°26'33"E

POINT OF COMMENCEMENT

SE CORNER SECTION 36-34S-18E

SOUTH LINE

SECTION 36-34S-18E

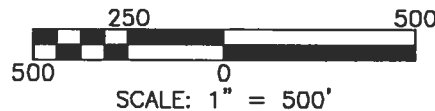
(BEARING BASIS)

N89°15'50"W 1860.63'

NOW OR FORMERLY
PID #1465200109
FLORIDA POWER
AND LIGHT COMPANY
(OR 1990, PG 5911)

NOW OR FORMERLY
PID #567110051
MANATEE COUNTY

NOW OR FORMERLY
PID #567110051
MANATEE COUNTY



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	207.18'	774.07'	15°20'06"	N05°11'10"W	206.56'

LEGEND

PID-PROPERTY IDENTIFICATION
DB-DEED BOOK
PG-PAGE
R/W-RIGHT-OF-WAY
OR-OFFICIAL RECORDS BOOK
POC-POINT OF CURVATURE
POT-POINT OF TANGENCY
PB-PLAT BOOK
SF-SQUARE FEET
AC-ACRES
±-PLUS OR MINUS

PREPARED FOR:
Manatee County
1112 Manatee Ave. W., STE 803
Bradenton, FL 34205

Musgrave Parcel Sketch & Description

SECTION 31, TOWNSHIP 34 S., RANGE 18 E.

BY	DATE	DESCRIPTION
PVR	9/23/20	REVISE PER COUNTY COMMENTS

CREW CHIEF	INITIALS	DATE
DRAWN	PVR	9/14/20
CHECKED	PL	9/14/20
FIELD BOOK		
FIELD DATE		

F. Peter Lutz, Jr. PSM LS 5506
DATE



George F. Young, Inc.

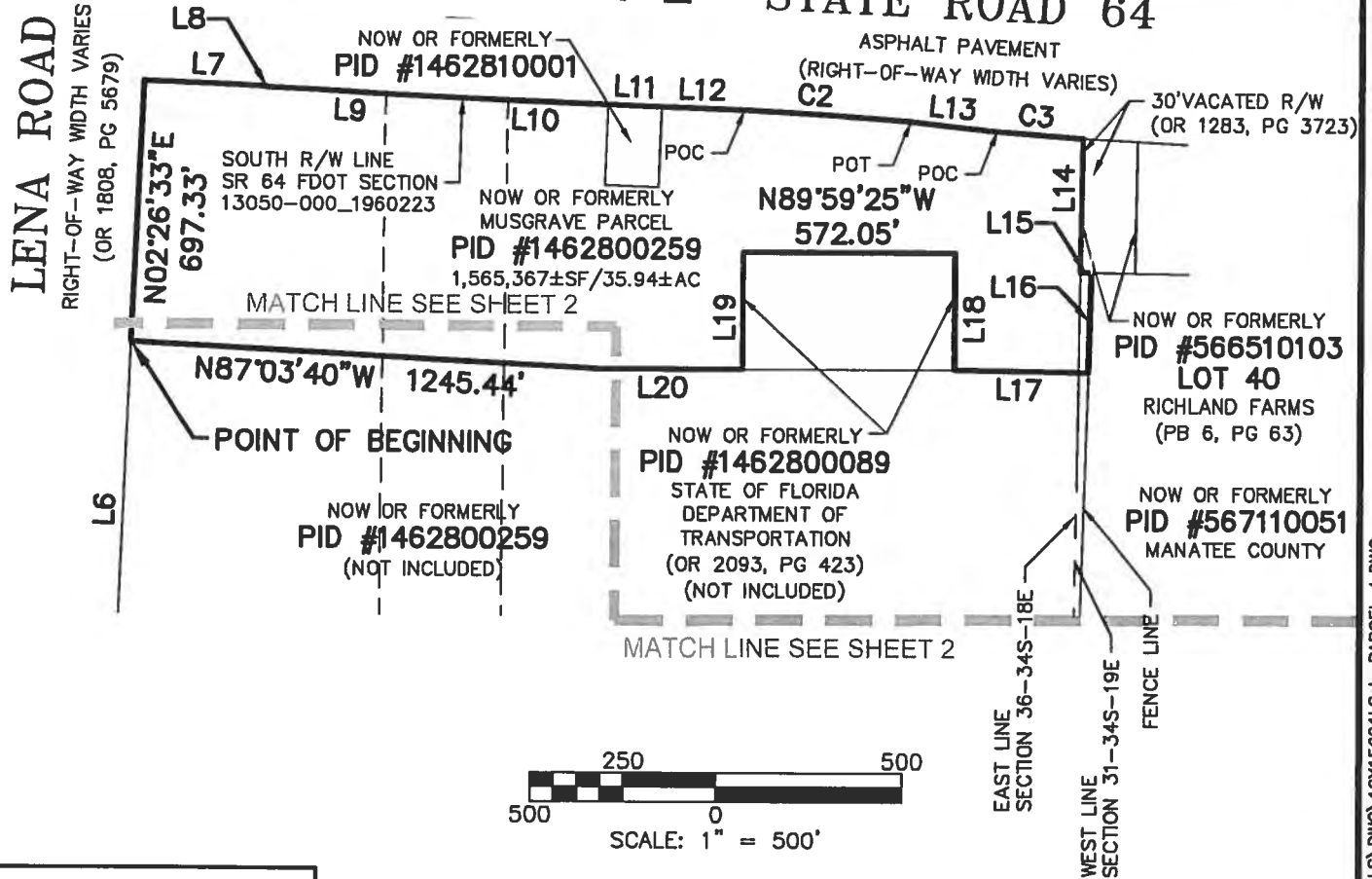
10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913
PHONE (941) 747-2981 FAX (941) 747-7234
BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM
CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE
PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
19Y15601LS

SHEET NO.

2 OF 3

EXHIBIT "A-2" STATE ROAD 64



LINE TABLE

LINE #	LENGTH	DIRECTION
L6	1008.22'	N02°26'33"E
L7	322.09'	S87°49'29"E
L8	3.03'	S02°10'31"W
L9	495.70'	S87°04'14"E
L10	426.10'	S87°50'43"E
L11	143.82'	S87°51'06"E
L12	223.02'	S87°50'43"E
L13	235.70'	S84°27'01"E
L14	357.34'	S00°45'12"W
L15	30.80'	S89°15'53"E
L16	265.19'	S01°47'07"W
L17	360.09'	N89°14'48"W
L18	310.50'	N00°01'07"E
L19	310.73'	S00°02'03"W
L20	395.00'	S89°59'14"W

LEGEND

PID-PROPERTY IDENTIFICATION
 DB-DEED BOOK
 PG-PAGE
 R/W-RIGHT-OF-WAY
 OR-OFFICIAL RECORDS BOOK
 POC-POINT OF CURVATURE
 POT-POINT OF TANGENCY
 PB-PLAT BOOK
 SF-SQUARE FEET
 AC-ACRES
 ±-PLUS OR MINUS



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C2	450.17'	7554.44'	03°24'51"	S86°08'22"E	450.11'
C3	231.37'	7724.44'	01°42'58"	S85°20'12"E	231.36'

PREPARED FOR:

Manatee County
 1112 Manatee Ave. W., STE 803
 Bradenton, FL 34205

Musgrave Parcel Sketch & Description

SECTION 31 & 36 TOWNSHIP 34 S., RANGE 18 & 19 E.

BY	DATE	DESCRIPTION
PWR	9/23/20	REVISE PER COUNTY COMMENTS

CREW CHIEF	INITIALS	DATE
DRAWN	PWR	9/14/20
CHECKED	PL	9/14/20
FIELD BOOK		
FIELD DATE		

F. Peter Lutz, Jr. PSM LS 5506

DATE



George F. Young, Inc.

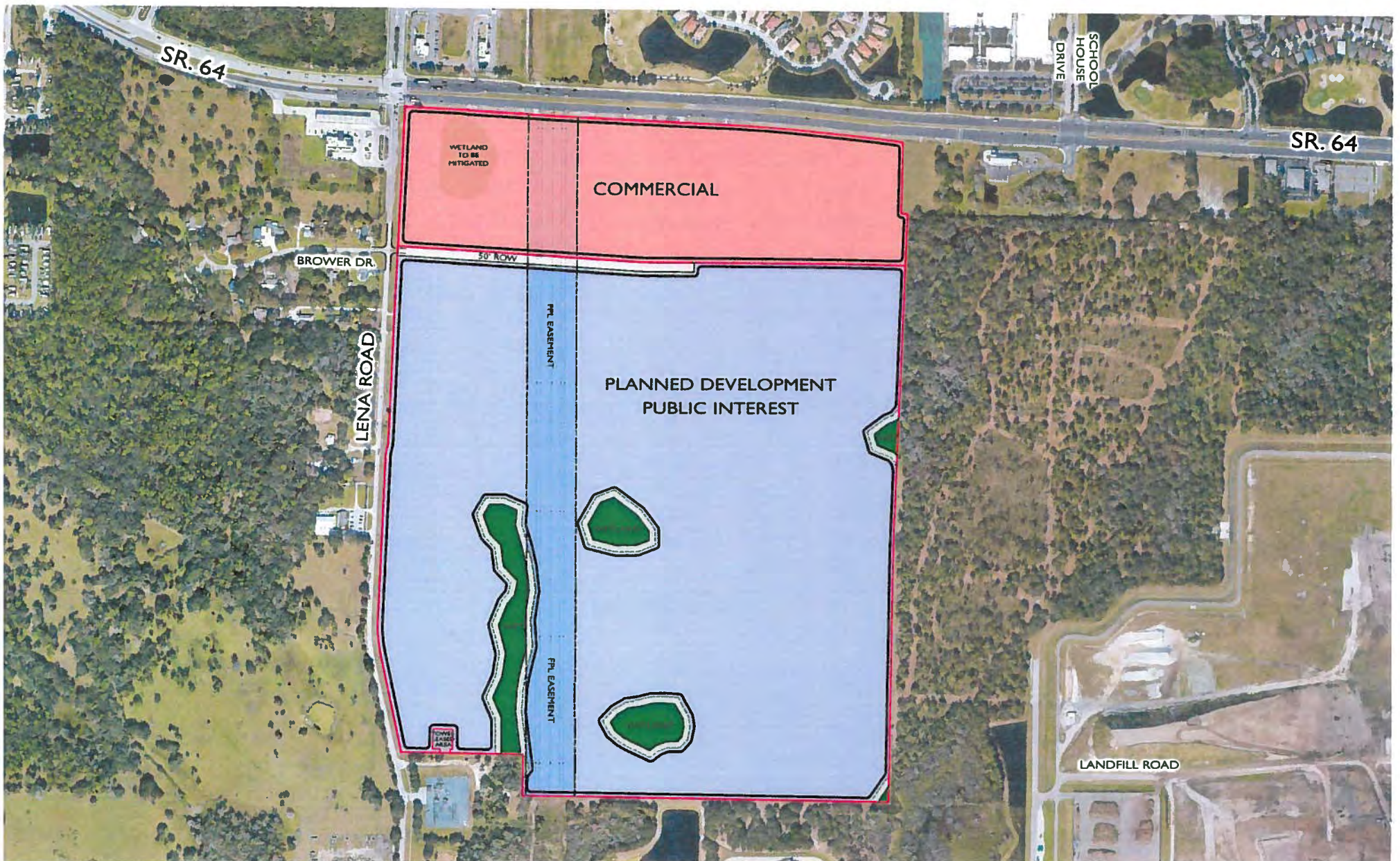
10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913
 PHONE (941) 747-2981 FAX (941) 747-7234
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 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
 19Y15601LS

SHEET NO.
 3 OF 3

EXHIBIT "B"
CONCEPTUAL DEVELOPMENT SKETCH

EXHIBIT "B" CONCEPTUAL DEVELOPMENT SKETCH



MANATEE CO. UTILITIES
MANATEE COUNTY, FLORIDA

CONCEPTUAL DEVELOPMENT SKETCH

10/01/2020 • CONTACT: RYAN HOPPE, PE., (727) 547-3999 • AERIAL DATA: © GOOGLE EARTH 2019



Kimley»Horn

COOPERATIVE AGREEMENT

regarding

CENTRAL COUNTY COMPLEX

MANATEE COUNTY, FLORIDA
MUSGRAVE REAL ESTATE HOLDINGS, LIMITED PARTNERSHIP

This Cooperative Agreement ("Agreement") is made and entered into as of the 13th day of October, 2020, 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**, Missouri limited partnership, hereinafter referred to as "MREH".

RECITALS

WHEREAS, pursuant to Section 125.01, Florida Statutes, the County wishes to acquire certain property as more particularly described in this Agreement, for the establishment of the Central County Complex, to provide facilities for public services (the "Project"); and

WHEREAS, approximately 160.99 acres of property is presently owned by MREH as more particularly described in **Exhibit "A-1"** attached hereto and made a part hereof (the "Project Property"), and the County wishes to acquire the Project Property for the Project; and

WHEREAS, MREH and the County have entered into a separate Contract for Sale and Purchase (the "Purchase Contract"), pursuant to which MREH will sell, and the County will purchase, the Project Property; and

WHEREAS, the Project Property is part of a larger parcel of land, the remainder of which is to be retained by MREH, and is more particularly described in **Exhibit "A-2"** attached hereto and made a part hereof (the "MREH Property"); and

WHEREAS, in consideration for the sale and purchase of the Project Property for the purchase price set forth in the Purchase Contract, the County and MREH have agreed to certain obligations with respect to the development of the Project Property and the MREH Property, and it is in the best interest of the public health, safety and welfare for the County to enter into this Agreement with MREH to set forth those obligations herein.

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

Article I
COVENANTS AND OBLIGATIONS

1.1 Development of Project Property. The County intends to develop the Project as a public service complex that includes facilities for public utilities services, public works services and law enforcement services. The County reserves the right to develop the Project Property for any valid public purpose except as specifically set forth herein.

- A. No Expansion of Landfill: Notwithstanding the foregoing, the County shall not develop the Project Property to expand the County's Lena Road Landfill, but may develop the southeastern twenty (20) acres of the Project Property as an indoor solid waste transfer station for the temporary staging and transfer of solid waste for transport offsite to a County landfill.
- B. Wetland Impact Mitigation: The County's Professional Engineer, Kimley-Horn & Associates, prepared a Natural Resource Assessment in February 2020 that identified 0.23 acre of potential functional loss for wetland mitigation for the development of the MREH Property. The County will either utilize a portion of the Project Property for mitigation of these wetland impacts or purchase mitigation credits, as part of the development of the Improvements pursuant to Section 1.2.
- C. Floodplain Compensation: The County's Professional Engineer, Kimley-Horn & Associates, prepared a Floodplain Analysis in January 2020, updated in September 2020 based on the final survey of MREH Property (35.94 acres), that calculated the volume of floodplain compensation for the development of the MREH Property at approximately 39 acre-feet, which shall be offset on the Project Property, as part of the development of the Improvements pursuant to Section 1.2.

1.2 Public Improvements. The County shall design, permit and construct the following public improvements, which together with the wetland mitigation and floodplain compensation described in Section 1.1, are the "Improvements", in conjunction with the Project:

- A. Access Road: The County shall design, permit and construct a two-lane, public road running approximately 1500 feet east-west along the northern boundary of the Project Property (the "Access Road") in accordance with the County's Engineering Standards Manual and the conceptual development sketch set forth as **Exhibit "B"** attached hereto and made a part hereof (the "Conceptual Development Sketch"). The Access Road shall be immediately adjacent to the MREH Property and MREH and its successors shall have full access to the Access Road, subject to normal and customary driveway spacing requirements for a local road. The County shall provide for the right-of-way and stormwater retention areas entirely on the Project Property. The

Access Road shall not be subject to limitations for use by trucks. The intersection of the Access Road and Lena Road shall allow for right and left turns from the Access Road onto Lena Road to proceed both north and south. The County agrees to name the Access Road "Musgrave Ranch Road."

- B. Public Utilities: The County shall install wastewater and potable water facilities (the "Utility Improvements") in or adjacent to the Access Road, as necessary, to serve the development of the Project Property and the MREH Property. The County installed facilities shall be sufficient to provide water and wastewater service for approximately 1,045,000 SF of Commercial development and shall provide for connection points to serve the MREH Property.

The County shall complete the Improvements substantially in accordance with the Conceptual Development Sketch. The County shall endeavor to complete the Improvements within three (3) years of the effective date of this Agreement, subject to adjustment for reasonable permitting or construction delays, or delays that are beyond the control of the County.

1.3 Limitation of County Obligations. The County's obligations under this Agreement shall be subject to the following limitations.

- A. Development of Project: The County intends to fund the purchase of the Project Property and the completion of the Improvements through the issuance of bonds and budgeting of legally available revenues, which do not provide sufficient funding for the development of the Project (other than for the purchase of the Project Property and the completion of the Improvements), such that this Agreement shall not be construed to obligate the County to design, permit or construct the Project, and the development of the Project Property shall be subject to the future discretion of the County to identify sufficient funding, and to budget and appropriate such funding, for such purpose. The County shall be under no obligation to obtain, budget or appropriate any such funds, or to otherwise undertake or complete the Project.

1.4 Development of MREH Property. MREH intends to develop the MREH Property as a commercial or mixed use development (the "MREH Development"). The County acknowledges and agrees that such use of the MREH Property will not unreasonably interfere with the County's use of the Project Property.

- A. Access Road: MREH and its successors shall be permitted to utilize the Access Road for access to the MREH Property for purposes of developing the MREH Development and for use by the MREH Development, subject to compliance with the County's Engineering Standards Manual.
- B. Public Utilities: MREH and its successors shall be permitted to connect to

the Utility Connection Improvements described in Section 1.2.B, subject to and in accordance with the County's water and wastewater utilities ordinances, including payment of applicable facility investment fees.

- C. Development Responsibilities: Other than as expressly stated herein, the County shall have no responsibility for the development of the MREH Property.

1.5 No Development Rights. Notwithstanding the provisions of Section 1.4, this Agreement shall not be construed to confer upon MREH right to receive any permit or approval for development required pursuant to the County's Comprehensive Plan, Land Development Code or Code of Ordinances.

Article II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, this Agreement shall terminate on January 1, 2026.

Article III

AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for MREH by a Manager of the General Partner, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and MREH each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement. MREH and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement.

4.3 Indemnification. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Agreement.

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

4.5 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.

4.6 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.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable as defined in the Purchase Contract.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Utilities Department
Manatee County
4410 66th Street West
Bradenton, Florida 34210

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

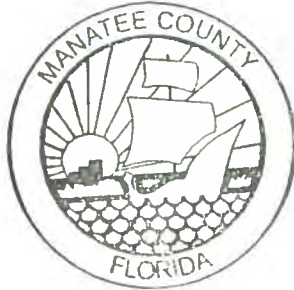
If to MREH: Musgrave Real Estate Holdings, LP

c/o Grimes Hawkins Gladfelter & Galvano, PL
c/o Caleb J. Grimes, Esquire
1023 Manatee Avenue West
Bradenton, Florida, 34205

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

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



MANATEE COUNTY, a political
subdivision of the State of Florida

By: **its Board of County Commissioners**

By: _____
Chairperson

Date: 10/13/20

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

By: _____
Deputy Clerk

**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

EXHIBIT "A-1"
DESCRIPTION OF PROJECT PROPERTY

LEGAL DESCRIPTION
(AS PREPARED BY THE SURVEYOR)

EXHIBIT "A-1"

A PARCEL OF LAND LYING IN SECTION 31 AND 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST AND SECTION 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGIN AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED SECTION 36; THENCE, LEAVING SAID CORNER AND ALONG THE SOUTH LINE OF SAID SECTION 36, N 89°15'50" W, 1860.63 FEET TO THE INTERSECTION OF THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1990, PAGE 5911 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID SOUTH LINE OF SECTION 36 AND ALONG THE EAST AND NORTH LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1990, PAGE 5911, N 00°24'46" E, 211.10 FEET; THENCE N 89°13'16" W, 617.13 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LENA ROAD (PUBLIC RIGHT-OF-WAY, WIDTH VARIES), AS DESCRIBED IN OFFICIAL RECORDS BOOK 1808, PAGE 5679 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING CALLS: N 12°03'08" W, 502.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 774.07 FEET AND A CENTRAL ANGLE OF 15°20'06", 207.18 FEET TO THE POINT OF TANGENCY; THENCE N 02°26'33" E, 845.96 FEET; THENCE N 13°45'19" E, 50.98 FEET; THENCE N 02°26'33" E, 1008.22 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE S 87°03'40" E, 1245.44 FEET; THENCE N 89°59'14" E, 395.00 FEET; THENCE N 89°59'11" E, 572.14 FEET; THENCE S 89°14'48" E, 360.09 FEET TO ITS INTERSECTION WITH AN EXISTING FENCE LINE, SAID FENCE LINE BEING AN AGREED UPON BOUNDARY LINE OF THE MUSGRAVES AND MANATEE COUNTY; THENCE ALONG SAID FENCE LINE THE FOLLOWING CALLS: S 01°46'40" W, 1456.22 FEET; THENCE S 87°46'33" E, 13.14 FEET; THENCE S 01°19'26" W, 1318.47 FEET TO THE POINT OF BEGINNING.

LESS A TOWER LEASE AREA AS RECORDED IN OFFICIAL RECORDS BOOK 1591, PAGE 2692 AND AMENDED IN OFFICIAL RECORDS BOOK 2762, PAGE 5749 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LESS "ADDITIONAL LEASED LANDS" AS RECORDED IN OFFICIAL RECORDS BOOK 2134, PAGE 178 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

SUBJECT TO: ANY EASEMENTS AND RIGHT-OF WAY OF RECORD.

SURVEYOR'S REPORT

1. This sketch is not a boundary survey.
2. Bearings shown on this map are based on Florida State Plane Coordinate System, West Zone, as referenced to the North American Datum of 1983(2011) adjustment and are shown in u.s. survey feet. control for this survey was established using real time Kinematic-Global Positioning System (RTK GPS), a bearing of N89°15'50"W was used on the South line of Section 36, Township 34 South, Range 18 East.
3. This map is intended to be displayed at a scale of 1"=500' or smaller.
4. This sketch and description is comprized of two (2) sheets and is not considered full and complete without both sheets.
5. This survey map and report (if applicable) or the copies thereof are not valid without the original signature and original seal of a Florida licensed Surveyor and Mapper.
6. There was no recorded Deed provided for the east boundary line agreement, this information was verbal from Manatee County personnel, and agrees with physical occupation of lands.
7. Parcel contains 7,012.718± square feet or 160.99± acres more or less.

PREPARED FOR: Manatee County 1112 Manatee Ave. W., STE 803 Bradenton, FL 34205		Manatee County Parcel Sketch & Description SECTION 31 & 36 TOWNSHIP 34 S., RANGE 18 & 19 E.		REVISED	BY PVR	DATE 9/18/20	DESCRIPTION REVISE PER COUNTY COMMENTS
CREW CHIEF	INITIALS	DATE	George F. Young, Inc. 10340 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913 PHONE (841) 747-2981 FAX (841) 747-7234 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		JOB NO. 19Y15601LS		SHEET NO. 1 OF 2
DRAWN	PVR	9/14/20	F. Peter Lutz, Jr. PSM LS 5506 9/23/20				
CHECKED	PL	9/14/20					
FIELD BOOK							
FIELD DATE							

FILE: I:\PROJECT\SUR\2019\19Y15601LS\DWG\19Y15601LSak-PARCEL 2.DWG

LOGIN: Roach, Patrick

PLOTTED: 9/23/2020 12:58 PM

EXHIBIT "A-1"

LENA ROAD

RIGHT-OF-WAY WIDTH VARIES
(OR 1808, PG 5679)

L6

L5

L4

C1

L1

NOW OR FORMERLY KNOWN AS
PID #1462800259

EAST R/W LINE
POINT OF TANGENCY
POINT OF CURVATURE

330' FPL EASEMENT
(OR 544, PG 827)

LESS:
TOWER LEASE AREA
(OR 1591, PG 2692)
(OR 2762, PG 5749)

LESS:
ADDITIONAL LEASED LANDS
(OR 2134, PG 178)

L2

L1

NORTH LINE
EAST LINE

NOW OR FORMERLY KNOWN AS
PID #1465200109

FLORIDA POWER
AND LIGHT COMPANY
(OR 1990, PG 5911)

NOW OR FORMERLY KNOWN AS
PID #1462800089
STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION
(OR 2093, PG 423)

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	211.10'	N00°24'46"E
L2	617.13'	N89°13'16"W
L3	502.47'	N12°03'08"W
L4	845.96'	N02°26'33"E
L5	50.98'	N13°45'19"E
L6	1008.22'	N02°26'33"E
L7	395.00'	N89°59'14"E
L8	572.14'	N89°59'11"E
L9	360.09'	S89°14'48"E
L10	13.14'	S87°46'33"E

POINT OF BEGINNING

SE CORNER SECTION 36-34S-18E
SOUTH LINE
SECTION 36-34S-18E

(BEARING BASIS)
N89°15'50"W 1860.63'

NOW OR FORMERLY KNOWN AS
PID #567110051
MANATEE COUNTY

EAST LINE
SECTION 36-34S-18E

1456.22'

FENCE LINE

S01°46'40"W

WEST LINE
SECTION 31-34S-19E

NOW OR FORMERLY KNOWN AS
PID #567110051
MANATEE COUNTY

EAST LINE PER BOUNDARY LINE AGREEMENT
(SEE NOTE 6)

1318.47'

S01°19'26"W

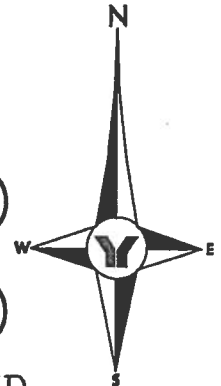
L10

36

31

1

35



LEGEND

PID-PROPERTY IDENTIFICATION
DB-DEED BOOK
PG-PAGE
R/W-RIGHT-OF-WAY
OR-OFFICIAL RECORDS BOOK

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	207.18'	774.07'	015°20'06"	N05°11'10"W	206.56'

PREPARED FOR:
Manatee County
1112 Manatee Ave. W., STE 803
Bradenton, FL 34205

Manatee County Parcel Sketch & Description

SECTION 31 & 34 TOWNSHIP 34 S., RANGE 18 & 19 E.

BY	DATE	DESCRIPTION
PVR	9/18/20	REVISE PER COUNTY COMMENTS

INITIALS	DATE
CREW CHIEF	
DRAWN	PVR 9/14/20
CHECKED	PL 9/14/20
FIELD BOOK	
FIELD DATE	

F. Peter Lutz, Jr. PSM LS 5506
DATE



George F. Young, Inc.

10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913
PHONE (841) 747-2981 FAX (841) 747-7234
BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM
CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE
PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING
GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
19Y15601LS

SHEET NO.
2 OF 2

EXHIBIT "A-2"
DESCRIPTION OF MREH PROPERTY

LEGAL DESCRIPTION: MUSGRAVE PARCEL
(AS PREPARED BY THE SURVEYOR)

EXHIBIT "A-2"

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST AND SECTION 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED SECTION 36; THENCE, LEAVING SAID CORNER AND ALONG THE SOUTH LINE OF SAID SECTION 36, N 89°15'50" W, 1860.63 FEET TO THE INTERSECTION OF THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1990, PAGE 5911 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID SOUTH LINE OF SECTION 36 AND ALONG THE EAST AND NORTH LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1990, PAGE 5911, N 00°24'46" E, 211.10 FEET; THENCE N 89°13'16" W, 617.13 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LENA ROAD (PUBLIC RIGHT-OF-WAY, WIDTH VARIES), AS DESCRIBED IN OFFICIAL RECORDS BOOK 1808, PAGE 5679 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING CALLS: N 12°03'08" W, 502.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 774.07 FEET AND A CENTRAL ANGLE OF 15°20'06", 207.18 FEET TO THE POINT OF TANGENCY; THENCE N 02°26'33" E, 845.96 FEET; THENCE N 13°45'19" E, 50.98 FEET; THENCE N 02°26'33" E, 1008.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 02°26'33" E, 697.33 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD No. 64, (PUBLIC RIGHT-OF-WAY, WIDTH VARIES), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR S.R. No. 64 (SECTION 13050-000_1960223); THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE OF S.R. No. 64 THE FOLLOWING CALLS: S 87°49'29" E, 322.09 FEET; THENCE S 02°10'31" W, 3.03 FEET; THENCE S 87°04'14" E, 495.70 FEET; THENCE S 87°50'43" E, 426.10 FEET; THENCE S 87°51'06" E, 143.82 FEET; THENCE S 87°50'43" E, 223.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7554.44 FEET AND A CENTRAL ANGLE OF 03°24'51", 450.17 FEET TO THE POINT OF TANGENCY; THENCE S 84°27'01" E, 235.70 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7724.44 FEET AND A CENTRAL ANGLE OF 01°42'58", 231.37 FEET TO ITS INTERSECTION WITH THE SAID EAST LINE OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST; THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF S.R. No. 64 AND ALONG THE SAID EAST LINE OF SAID SECTION 36, S 00°45'12" W, 357.34 FEET; THENCE LEAVING SAID EAST SECTION LINE S 89°15'53" E, 30.80 FEET TO ITS INTERSECTION WITH AN EXISTING FENCE LINE, SAID FENCE LINE IS AN AGREED UPON BOUNDARY LINE BETWEEN MUSGRAVES AND MANATEE COUNTY; THENCE ALONG SAID FENCE LINE S 01°47'07" W, 265.19 FEET; THENCE LEAVING SAID FENCE LINE N 89°14'48" W, 360.09 FEET TO ITS INTERSECTION WITH LANDS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 2093, PAGE 423, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID LANDS, THE FOLLOWING CALLS: N 00°01'07" E, 310.50 FEET; THENCE N 89°59'25" W, 572.05 FEET; THENCE S 00°02'03" W, 310.73 FEET; THENCE S 89°59'14" W, 395.00 FEET; THENCE N 87°03'40" W, 1245.44 FEET TO THE POINT OF BEGINNING.

LESS LANDS AS RECORDED IN DEED BOOK 2093, PAGE 423 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. SUBJECT TO: ANY EASEMENTS AND RIGHT-OF WAY OF RECORD.

SURVEYOR'S REPORT

1. This sketch is not a boundary survey.
2. Bearings shown on this map are based on Florida State Plane Coordinate System, West Zone, as referenced to the North American Datum of 1983(2011) adjustment and are shown in u.s. survey feet. control for this survey was established using real time Kinematic-Global Positioning System (RTK GPS), a bearing of N89°15'50"W was used on the South line of Section 36, Township 34 South, Range 18 East.
3. This map is intended to be displayed at a scale of 1"=500' or smaller.
4. This sketch and description is comprized of three (3) sheets and is not considered full and complete without all sheets.
5. This survey map and report (if applicable) or the copies thereof are not valid without the original signature and original seal of a Florida licensed Surveyor and Mapper.
6. There was no recorded Deed provided for the east boundary line agreement, this information was verbal from Manatee County personnel, and agrees with physical occupation of lands.
7. Parcel contains 1,565,367± square feet or 35.94± acres more or less.

PREPARED FOR: Manatee County 1112 Manatee Ave. W., STE 803 Bradenton, FL 34205		Musgrave Parcel Sketch & Description		REVISED BY PVR	DATE 9/23/20	DESCRIPTION REVISE PER COUNTY COMMENTS
SECTION 36, TOWNSHIP 34 S., RANGE 18 & 19 E.						
CREW CHIEF	INITIALS	DATE	George F. Young, Inc.		JOB NO. 19Y15601LS	
DRAWN	PVR	9/14/20	10540 PORTAL CROSSING, SUITE 103 LAKEWOOD RANCH, FLORIDA 34211-4913		SHEET NO.	
CHECKED	PL	9/14/20	PHONE (841) 747-2981 FAX (841) 747-7234		1 OF 3	
FIELD BOOK			BUSINESS ENTRY 1821 WWW.GEORGEFYOUNG.COM			
FIELD DATE			CIVIL & TRANSPORTATION ENGINEERING ECOLOGY LANDSCAPE ARCHITECTURE			
			PLANNING SURVEYING SUBSURFACE, UTILITY ENGINEERING			
			GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA			

FILE: I:\PROJECT\SUR\2019\19Y15601LS\DWG\19Y15601LSak-PARCEL 1.DWG

LOGIN: Roach, Patrick

PLOTTED: 9/23/2020 1:06 PM

EXHIBIT "A-2"

MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 3

LENA ROAD

RIGHT-OF-WAY WIDTH VARIES
(OR 1808, PG 5679)

ADDITIONAL LEASED LANDS
(OR 2134, PG 178)

L6

L5

L4

C1

C1

EAST R/W LINE
POINT OF TANGENCY
POINT OF CURVATURE

TOWER LEASE AREA
(OR 1591, PG 2692)
(OR 2762, PG 5749)

330' FPL EASEMENT
(OR 544, PG 827)

L2

L1

NORTH LINE
EAST LINE

N87°03'40"W 1245.44'

POINT OF BEGINNING

NOW OR FORMERLY
PID #1462800259
(NOT INCLUDED)

NOW OR FORMERLY
PID #1462800259
(NOT INCLUDED)

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	211.10'	N00°24'48"E
L2	617.13'	N89°13'16"W
L3	502.47'	N12°03'08"W
L4	845.96'	N02°26'33"E
L5	50.98'	N13°45'19"E
L6	1008.22'	N02°26'33"E

POINT OF COMMENCEMENT

SE CORNER SECTION 36-34S-18E

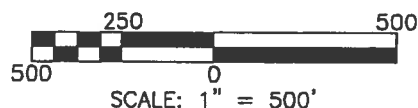
SOUTH LINE
SECTION 36-34S-18E

(BEARING BASIS)
N89°15'50"W 1860.63'

NOW OR FORMERLY
PID #1465200109
FLORIDA POWER
AND LIGHT COMPANY
(OR 1990, PG 5911)

NOW OR FORMERLY
PID #567110051
MANATEE COUNTY

NOW OR FORMERLY
PID #567110051
MANATEE COUNTY



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	207.18'	774.07'	15°20'06"	N05°11'10"W	206.56'

LEGEND

PID-PROPERTY IDENTIFICATION
DB-DEED BOOK
PG-PAGE
R/W-RIGHT-OF-WAY
OR-OFFICIAL RECORDS BOOK
POC-POINT OF CURVATURE
POT-POINT OF TANGENCY
PB-PLAT BOOK
SF-SQUARE FEET
AC-ACRES
±-PLUS OR MINUS

PREPARED FOR:

Manatee County
1112 Manatee Ave. W., STE 803
Bradenton, FL 34205

Musgrave Parcel Sketch & Description

SECTION 31 & 36 TOWNSHIP 34 S., RANGE 18 & 19 E.

REVISED

BY

DATE

DESCRIPTION

PVR

9/23/20

REVISE PER COUNTY COMMENTS

CREW CHIEF	INITIALS	DATE
DRAWN	PVR	9/14/20
CHECKED	PL	9/14/20
FIELD BOOK		
FIELD DATE		

F. Peter Lutz, Jr. PSM LS 5506

DATE



George F. Young, Inc.

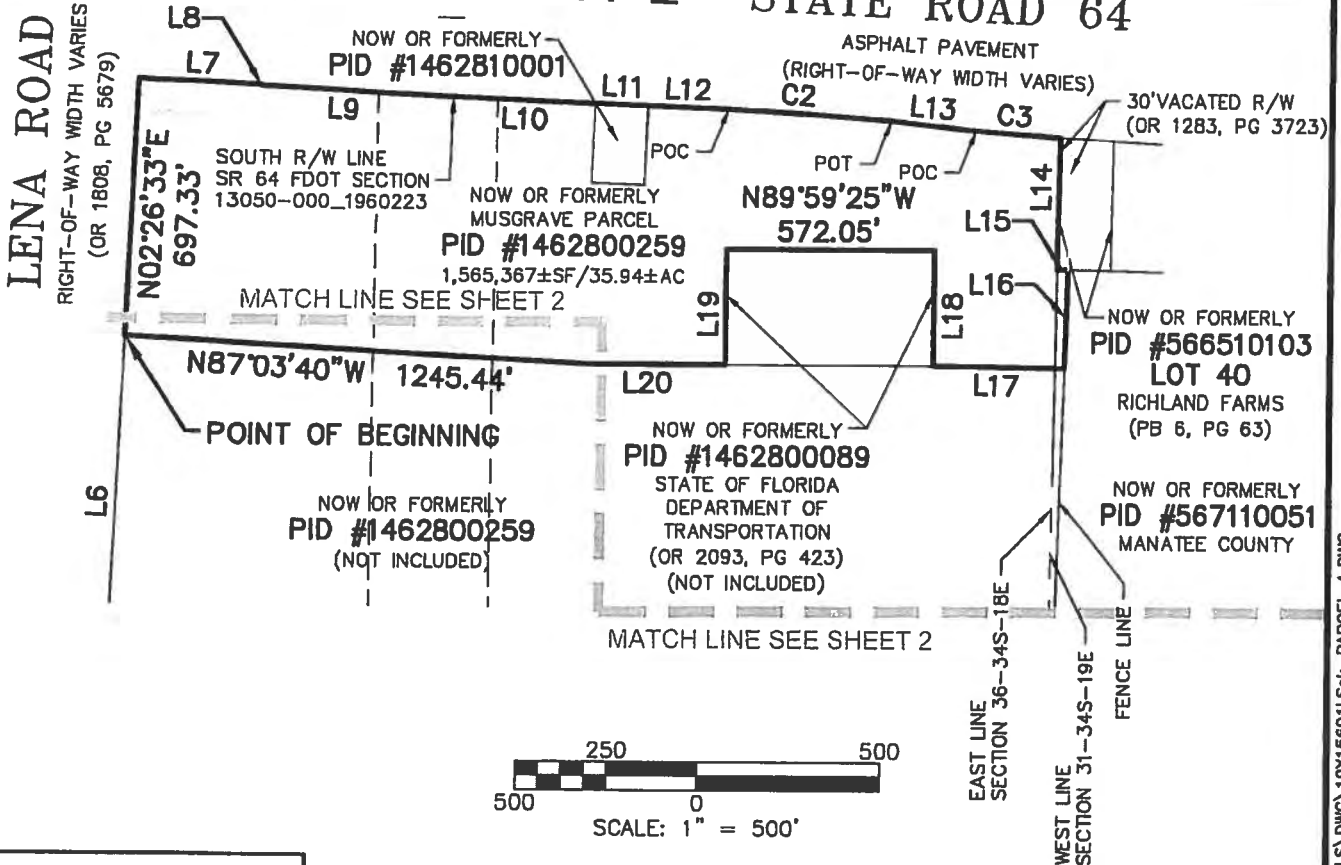
10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913
PHONE (841) 747-2981 FAX (841) 747-7234
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JOB NO.
19Y15601LS

SHEET NO.

2 OF 3

EXHIBIT "A-2" STATE ROAD 64



LINE TABLE

LINE #	LENGTH	DIRECTION
L6	1008.22'	N02°26'33"E
L7	322.09'	S87°49'29"E
L8	3.03'	S02°10'31"W
L9	495.70'	S87°04'14"E
L10	426.10'	S87°50'43"E
L11	143.82'	S87°51'06"E
L12	223.02'	S87°50'43"E
L13	235.70'	S84°27'01"E
L14	357.34'	S00°45'12"W
L15	30.80'	S89°15'53"E
L16	265.19'	S01°47'07"W
L17	360.09'	N89°14'48"W
L18	310.50'	N00°01'07"E
L19	310.73'	S00°02'03"W
L20	395.00'	S89°59'14"W

LEGEND

PID-PROPERTY IDENTIFICATION
 DB-DEED BOOK
 PG-PAGE
 R/W-RIGHT-OF-WAY
 OR-OFFICIAL RECORDS BOOK
 POC-POINT OF CURVATURE
 POT-POINT OF TANGENCY
 PB-PLAT BOOK
 SF-SQUARE FEET
 AC-ACRES
 ±-PLUS OR MINUS

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C2	450.17'	7554.44'	03°24'51"	S86°08'22"E	450.11'
C3	231.37'	7724.44'	01°42'58"	S85°20'12"E	231.36'

PREPARED FOR:
 Manatee County
 1112 Manatee Ave. W., STE 803
 Bradenton, FL 34205

Musgrave Parcel Sketch & Description

SECTION 31 & 36 TOWNSHIP 34 S., RANGE 18 & 19 E.

BY	DATE	DESCRIPTION
PVR	9/23/20	REVISE PER COUNTY COMMENTS

CREW CHIEF	INITIALS	DATE
DRAWN	PVR	9/14/20
CHECKED	PL	9/14/20
FIELD BOOK		
FIELD DATE		

F. Peter Lutz, Jr. PSM LS 5506
 DATE



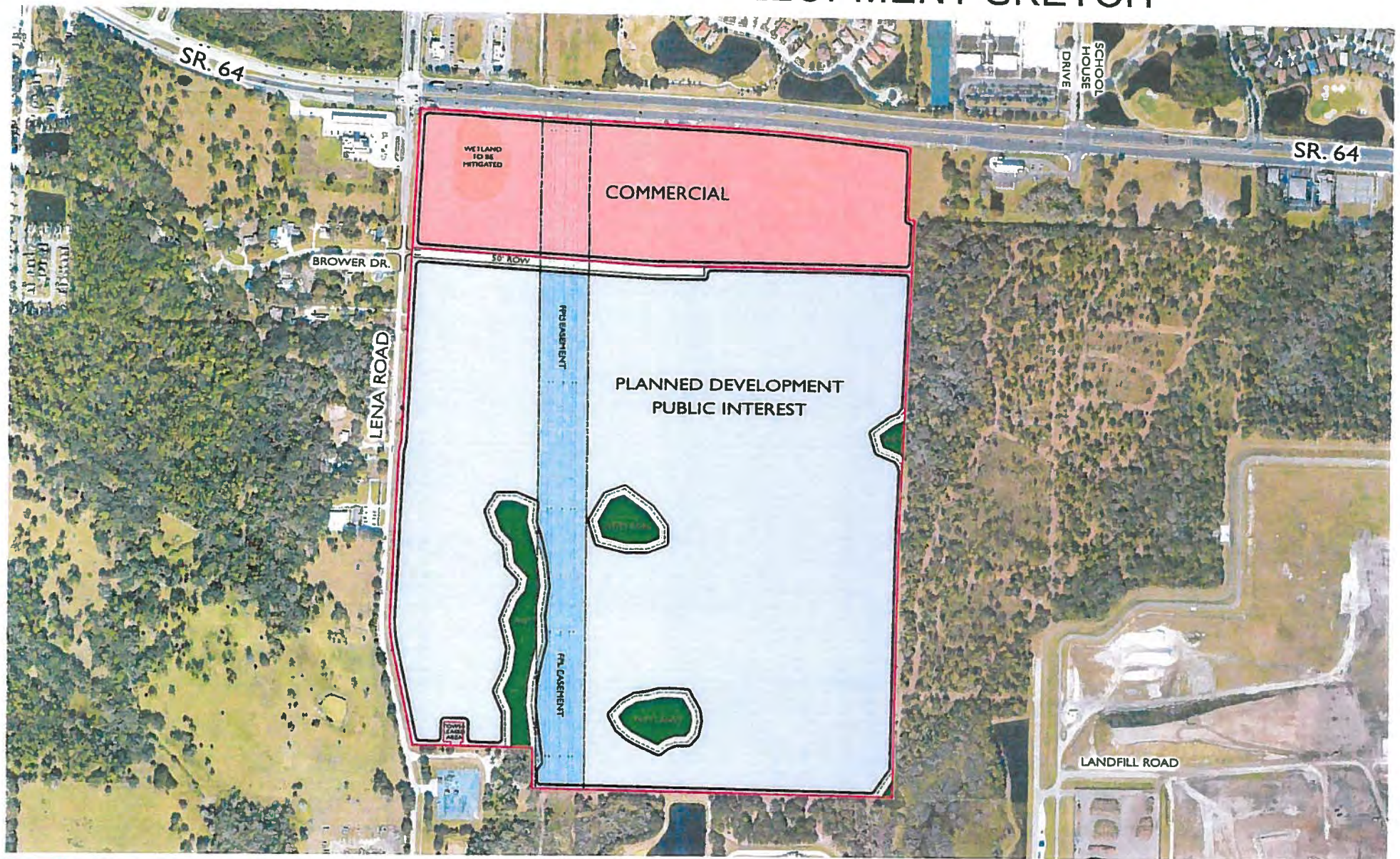
George F. Young, Inc.

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 PHONE (941) 747-2961 FAX (941) 747-7234
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 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
 19Y15601LS
 SHEET NO.
 3 OF 3

EXHIBIT "B"
CONCEPTUAL DEVELOPMENT SKETCH

EXHIBIT "B" CONCEPTUAL DEVELOPMENT SKETCH



MANATEE CO. UTILITIES
MANATEE COUNTY, FLORIDA

CONCEPTUAL DEVELOPMENT SKETCH
10/01/2020 • CONTACT: RYAN HOPPE, PE. (727) 547-3999 • AERIAL DATA: © GOOGLE EARTH 2019

Kimley»Horn

RESOLUTION R-20-151

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FLORIDA, DECLARING MANATEE COUNTY'S OFFICIAL INTENT TO SEEK REIMBURSEMENT FROM PROCEEDS OF DEBT OBLIGATIONS FOR CERTAIN PAST AND FUTURE CAPITAL EXPENDITURES FOR CAPITAL PROJECTS RELATING TO THE LAND ACQUISITION (CENTRAL COUNTY COMPLEX PROJECT), ROAD ACCESS CONSTRUCTION AND RELATED CAPITAL IMPROVEMENTS PROJECT.

WHEREAS, the Board of County Commissioners of Manatee County, Florida (the "Board") has authorized various capital projects relating to the Central County Complex Project Land Acquisition, Road Access Construction and related capital improvement projects (herein collectively, "Projects"); and

WHEREAS, Manatee County, Florida (the "County") proposes to issue debt obligations in one or more series (the "Bonds") to finance all or a portion of the costs of the Projects; and

WHEREAS, it is intended by the County that the interest on the Bonds will be excludable from gross income for federal income tax purposes; and

WHEREAS, the County has incurred or will incur certain preliminary expenditures ("Preliminary Expenditures") not exceeding 20% of the anticipated par amount of Bonds to be issued to finance all or a portion of the Projects; and

WHEREAS, the County has also incurred and anticipates that it will incur certain capital expenditures ("Capital Expenditures") relating to the Projects prior to the closing of the Bonds; and

WHEREAS, such Preliminary Expenditures and Capital Expenditures incurred for a portion of the Projects were paid or will initially be paid from revenues of the General Fund of the County prior to its intended reimbursement from the proceeds of the Bonds; and

WHEREAS, it is intended by the Board that this Resolution constitutes such official intent with respect to the reimbursement of the certain Preliminary Expenditures and Capital Expenditures incurred or to be incurred prior to the closing of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

Section 1: The recitals set forth above are adopted by the Board as the findings of the County and are incorporated herein.

- Section 2:** The statements contained in this Resolution with respect to the reimbursement of the Preliminary Expenditures and Capital Expenditures referred to in this Resolution are intended to be statements of official intent as required by, and in conformance with, the provisions of Section 1.150-2(e) of the regulations of the Internal Revenue Code of 1986, as amended (the “Regulations”).
- Section 3:** The Capital Expenditures shown in Addendum 1 to be reimbursed pursuant to this Resolution will be incurred prior and subsequent to the date hereof and closing of the Bonds in connection with the Projects, provided that the earliest date is not more than sixty (60) days prior to the date of adoption of this resolution.
- Section 4:** The maximum principal amount of the portion of the Bonds that may be issued for the Projects is approximately \$35,000,000. The Bonds are to be secured by a covenant to budget and appropriate non-ad valorem revenues.
- Section 5:** The County will, upon receipt of the proceeds of the Bonds (or within 30 days thereof), execute a Budget Amendment that will appropriate funds that had been previously transferred to fund the Projects.
- Section 6:** The County reasonably expects to reimburse the expenditures contemplated under this Resolution with a portion of the proceeds of the Bonds of the County subsequent to the date hereof, and no funds from sources other than the “reimbursement bond issue” (as such term has the meaning assigned to it under the Regulations) portion of the Bonds are, or are reasonably expected to be reserved, allocated on a long term basis, or otherwise set aside by the County pursuant to the County’s budget or financial policies to pay for such expenditures.
- Section 7:** The County will, upon receipt of the proceeds of the Bonds (or within 30 days thereof), allocate in writing the amount of proceeds of the Bonds (i.e., the reimbursement bond issue) used to reimburse the prior Preliminary Expenditures and Capital Expenditures incurred in connection with the Projects (herein collectively, the “Prior Expenditures”). Such allocation will be accomplished within the later of 18 months from the earliest date such Prior Expenditures were incurred or the date the Projects are placed in service (but in no event later than 5 years after the first Prior Expenditures were made).
- Section 8:** This Resolution shall take effect immediately upon adoption.

ADOPTED with a quorum present and voting this the 13th day of October, 2020.

Attested:

Angelina Colonnese
Clerk of the Circuit Court

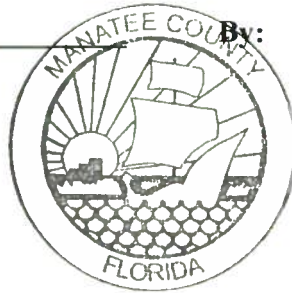
By: 

Deputy Clerk

Board of County Commissioners
County, Florida

By: 

Chairman



52704930v2/016705.015300

From: [Diane Vollmer](#)
To: [Robin Toth](#)
Cc: [Tim Cristello](#); [Jan Brewer](#); [John Osborne](#); [Cheri Coryea](#); [Joy LeggettMurphy](#); [Hunter Foxwell](#)
Subject: FW: BCC 10/13/20: Item 58, Contract for Sale/Purchase - Central County Complex
Date: Tuesday, October 13, 2020 9:11:47 AM
Attachments: [image005.png](#)

Because Resolution R-20-151 deals with only one project, there is no Addendum 1 (Capital Expenditures list) to be attached to the resolution.

Diane Vollmer
Agenda Coordinator
Manatee County Government
County Administration Office
1112 Manatee Avenue West
Bradenton, FL 34205
941-745-3724; diane.vollmer@mymanatee.org

From: Sheila Ballesteros <sheila.ballesteros@mymanatee.org>
Sent: Monday, October 12, 2020 2:20 PM
To: Tim Cristello <Tim.Cristello@mymanatee.org>
Cc: Diane Vollmer <diane.vollmer@mymanatee.org>; Jan Brewer <jan.brewer@mymanatee.org>; John Osborne <john.osborne@mymanatee.org>; Cheri Coryea <cheri.coryea@mymanatee.org>; Joy LeggettMurphy <joy.leggettmurphy@mymanatee.org>
Subject: RE: BCC 10/13/20: Item 58, Contract for Sale/Purchase - Central County Complex

Hi Tim, no we don't have an addendum for the Resolution

Sheila Ballesteros
Budget Division Manager
Financial Management Department
1112 Manatee Avenue West, Ste 939
Bradenton, FL 34205
Ph. 941-745-3760 || Fax 941-742-5825



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To: Sheila Ballesteros <sheila.ballesteros@mymanatee.org>
Cc: Diane Vollmer <diane.vollmer@mymanatee.org>; Jan Brewer <jan.brewer@mymanatee.org>; John Osborne <john.osborne@mymanatee.org>; Cheri Coryea <cheri.coryea@mymanatee.org>; Joy

LeggettMurphy <joy.leggettmurphy@mymanatee.org>; Tim Cristello
<Tim.Cristello@mymanatee.org>

Subject: RE: BCC 10/13/20: Item 58, Contract for Sale/Purchase - Central County Complex

Hi Sheila, Should there be Addendum 1 attached to Resolution R-20-151 as mentioned in Section 3?

Thank You,

Tim Cristello, RWA, Senior Real Property Specialist

Property Acquisition Division
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205
941.748.4501 Ext. 6284
tim.cristello@mymanatee.org

From: Diane Vollmer

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Subject: FW: BCC 10/13/20: Item 58, Contract for Sale/Purchase - Central County Complex

Please see the below email from Robin Toth, Board Records, regarding Resolution R-20-151. Let me know if I need to make any updates.

Thanks!

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Agenda Coordinator
Manatee County Government
County Administration Office
1112 Manatee Avenue West
Bradenton, FL 34205
941-745-3724; diane.vollmer@mymanatee.org

From: Robin Toth <robin.toth@ManateeClerk.com>

Sent: Monday, October 12, 2020 12:44 PM

To: Diane Vollmer <diane.vollmer@mymanatee.org>

Subject: BCC 10/13/20: Item 58, Contract for Sale/Purchase - Central County Complex

Diane,

There are 5 documents to be executed if this item is approved & they are bulleted items under Action Requested. Bullet 3 is R-20-151. Page 2 of the R-20-151, under Section 3, refers to "The Capital Expenditures shown in Addendum 1"...

Should there be an Addendum 1 attached to this Resolution R-20-151?

Thank you,

Robin Toth
Board Records Deputy Clerk
For Angelina "Angel" Colonnese
Manatee County Clerk of the Circuit Court and Comptroller
www.manateeclerk.com
941-741-4018, Ext. 4179
Robin.toth@manateeclerk.com

"Pride in Service with a Vision to the Future"



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

RESOLUTION NO. R-20-162

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FLORIDA, AUTHORIZING AN INTERFUND LOAN TO ADVANCE FUNDS FOR THE LAND PURCHASE FOR THE MANATEE SHERIFF'S OFFICE FLEET FACILITY PROJECT AS IDENTIFIED IN THE INFRASTRUCTURE SALES TAX PROJECT AND EQUIPMENT LIST.

WHEREAS, it is necessary that temporary financing be provided for the funding of the land purchase for the Manatee Sheriff's Office Fleet Facility project in the Infrastructure Sales Tax Public Safety & Law Enforcement Capital Projects fund.

WHEREAS, Florida Statutes and generally accepted accounting principles permit the Manatee County, Florida, Board of County Commissioners (the "County") to transfer monies between certain accounting funds in the form of either loans or contributions; and

WHEREAS, the County desires to meet this need by loaning monies from the General fund to the account established for this purpose in the budget of the Infrastructure Sales Tax Public Safety & Law Enforcement Capital Projects fund.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA:

- Section 1:** The Board of County Commissioners hereby authorizes a short-term loan not to exceed \$3,000,000 from the General fund (Fund 001) to the Infrastructure Sales Tax Public Safety & Law Enforcement Capital Projects fund (Fund 851) for the funding of an FY21 project.
- Section 2:** The General fund is expected to be reimbursed interest costs at least annually before the end of each fiscal year.
- Section 3:** Interest will be repaid at a rate equivalent to the rate of interest earned by County investments as determined by the Clerk of the Court.
- Section 4:** Severability. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or other provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

Section 5. Effective Date. This Resolution will have an effective date of October 13, 2020.

ADOPTED with a quorum present and voting this the 13th day of October 2020.

Attested:

Angelina Colonneseo

Board of County Commissioners

Clerk of the Circuit Court

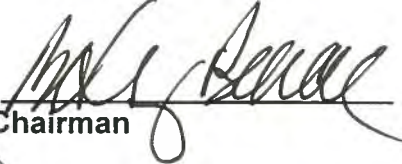
Manatee County, Florida

By:

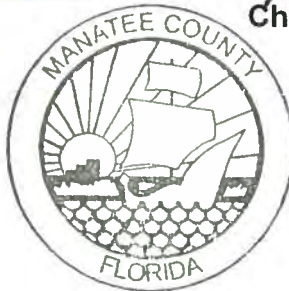


Deputy Clerk

By:



Chairman



RESOLUTION B-21-012
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2021

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2020-2021 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below:

Department: FINANCIAL MANAGEMENT
Department: SHERIFF
Department: UTILITY OPERATIONS
Fund: GENERAL FUND
Fund: HIGHWAY CAPITAL PROJECTS
Fund: BLDG CAP PROJECTS FUND
Fund: WATER/SEWER OPERATING FUND
Fund: WATER/SEWER CAP. IMPROV.
Fund: INFRASTRUCTURE - PUBLIC SAFETY & LAW ENFORCEMENT CAPITAL PROJECTS
Description: Transfers \$16,817,812 from Budget Stabilization reserves in the General Fund: \$12,242,812 to the Building Capital Projects fund, \$1,575,000 to the Highway Capital Projects fund and \$3,000,000 to the Infrastructure - Public Safety & Law Enforcement Capital Projects fund per interfund loan resolution R-20-162 for the Manatee Sheriff's Office Fleet Facility Land Purchase. Also, transfers \$15,767,813 from reserves in the Water and Sewer Operating fund to the Water and Sewer Capital Improvement fund for the acquisition of approximately 161 acres of property located at SR64 and Lena Road, construction of the access road and public utilities.

The Manatee Sheriff's Office Fleet Facility Land Purchase project was previously approved in the Infrastructure Sales Tax Project and Equipment List, wherein there is no change in scope or cost. This Budget Amendment is being presented to the Board with the interfund loan resolution R-20-162.

This project is divided between General Government, Infrastructure Sales Tax and the Utility System as follows:

	<u>General Government</u>	<u>Infrastructure Sales</u>	<u>Utility System</u>	<u>Total</u>
		<u>Tax</u>		
Land	\$ 12,242,812	\$ 3,000,000	\$ 15,242,813	\$ 30,485,625
Access Road	1,575,000	-	-	1,575,000
Utilities Infrastructure	-	-	525,000	525,000
	<u>\$ 13,817,812</u>	<u>\$ 3,000,000</u>	<u>\$ 15,767,813</u>	<u>\$ 32,585,625</u>

This land is earmarked as the Central County Complex project which will house the Utilities department, Public Works department and Manatee Sheriff's Office.

This budget amendment adjusts the FY21-25 CIP.

Batch ID: CC91820A

Reference: BU20200547

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 13th DAY OF October 2020.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: 

Chairman

ATTEST: Angelina Colonnese
Clerk of Circuit Court

By: 

Deputy Clerk



October 13, 2020 - Regular Meeting
Agenda Item #58

Approved in Open Session 10/13/20
Manatee County
Board of County Commissioners

Subject

1:30 P.M. TIME CERTAIN - Execution of Contract for Sale and Purchase for the Central County Complex
Project Land Acquisition and Related Improvements

Briefings

All

Contact and/or Presenter Information

Mike Gore, Director, Utilities Department, Extension 5323

Sheriff Rick Wells, Manatee County Sheriff's Office

John Osborne, Deputy County Administrator, Extension 6825

Jan Brewer, Director, Financial Management Department, Extension 3726

Action Requested

See **

- Execution of Contract for Sale and Purchase with Musgrave Real Estate Holdings, Limited Partnership for the purpose of the establishment of the Central County Complex, to provide facilities for public works services, utilities services, and law enforcement services in the amount of \$30,185,625.00; and
- Execution of Cooperative Agreement with Musgrave Real Estate Holdings, Limited Partnership. The agreement will be held in escrow by Property Acquisition until closing at which time, seller will execute; and
- Adoption of Resolution R-20-151 - Governmental Reimbursement Resolution establishing the County's intent to reimburse capital expenditures related to the Central County Complex Project Land Acquisition, Road Access and related improvements; and
- Adoption of Resolution R-20-162 to establish an Interfund Loan from the General fund to the Infrastructure-Public Safety & Law Enforcement Capital Projects fund for the land purchase for the Manatee County Sheriff's office Fleet Facility Project; and
- Adoption of Budget Resolution B-21-012 amending the annual budget for Manatee County, FL, for fiscal year 2021.

****NOTE: Fully-executed Cooperative Agmt and Warranty Deed accepted in 12/15/20 BCC meeting.**

Enabling/Regulating Authority

- Chapter 125, Florida Statutes, Section 125.01 and Internal Revenue Code of 1986, Section 1.150-2(e) of the regulations

****See email trail following this agenda memorandum, regarding Addendum 1 referenced in Section 3 of Resolution R-20-151**

Background Discussion

- Manatee County Utilities Department, Public Works Department, and Sheriff's Office request Board of County Commissioners' approval of the attached Contract for Sale and Purchase and Cooperative Agreement for the Central County Complex land purchase at State Road 64 and Lena Road to serve the growing eastern County population. The Cooperative Agreement regarding the Central County Complex with Musgrave Real Estate Holdings, Limited Partnership (MREH) memorializes the obligations and responsibilities of the parties.
- The Central County Complex will provide multiple efficiencies to serve the extensive eastern County population growth for a long range plan of uses for the next 30 years and beyond for the investing Departments and Sheriff's Office. All are experiencing aging facilities and have need for their replacement and larger facilities more centrally located in the county. Due to the increased growth in the Eastern and Northeastern portions of Manatee County, the Departments and Sheriff's Office have experienced increased operating cost and reductions in level of service without additional staff and equipment.
- Based on current traffic data, the Central County Complex location will improve response time and travel time for Utilities and Public Works field crews up to 75% depending on the destination. The Departments will recognize longer equipment cycles for vehicle replacement, decreased maintenance costs and more time at the jobsite. The reduction in travel times will also lessen the need for additional staff and fleet vehicles proportionately.
- Manatee County Government serves as the facilities maintenance function for County departments and the Constitutional Officers, including the Sheriff. Co-locating these facilities will reduce transit time and increase efficiencies of those related functions.
- Master planning the parcel will allow more efficient engineering and better budget estimates for the planned buildout. Large savings will be recognized by the three investing entities co-locating and sharing in the development of one parcel of land and its supporting infrastructure. Shared improvements will include road access, storm water retention and conveyance infrastructure, sanitary sewer inclusive of gravity lines, force mains, and lift stations, and potable water mains adequate for service and fire protection across the complex.
- The Sheriff's Office planned uses include a district office, evidence/records storage, fleet garage, and vehicle/equipment storage. The district office is expected to serve as their control center and shelter in the event of hurricanes given the limited space in the Public Safety Center/EOC. The new fleet garage will include necessary upgrades and additional space. The property is expected to accommodate approximately 100 cruisers at any given time.
- The Public Works Department planned uses include a field operations maintenance facility that will accommodate field crews, road maintenance materials, equipment, and a warehouse. Public Works may replace their aging and constrained 26th Avenue Fleet Maintenance facility with one located on this property in the future.
- The Utilities Department planned uses include a field operations facility that will accommodate water distribution, meter readers, wastewater collection, and underground locator crews, equipment and materials storage, and a warehouse. The Department also foresees an enclosed Solid Waste transfer station in the Southeastern sector of the property, which is necessary for the closing of the Lena Road Landfill.
- The Utilities Department recognizes the benefit of the property as it provides a buffer to current landfilling operations at Lena Road.
- Without this Property earmarked for a future enclosed transfer station the Department would expect to purchase another parcel of land in the future for waste transfer to an undetermined future landfill site

after Lena closes. A transfer station at this location will allow continued use of the current landfill scales resulting in decreased future development cost of another transfer station. The transfer station will allow for the total buildout of the landfill's last permitted cell which recognizes a significant cost savings for airspace.

- The site is well-suited for the intense uses proposed by the County given the nature of the area being more industrial-oriented.
- The Project Parcel is approximately 160.99 acres presently owned by Musgrave Real Estate Holdings, Limited Partnership (MREH) and the County wishes to acquire the "MREH" property for the Central County Complex.
- The cost to acquire this parcel is \$30,185,625.00 was negotiated and agreed upon.
- The cost of the site for the Central County Complex Project is comprised of three components which are as follows: (1) the acquisition of 160.99 Acres of Land on SR64 and Lena Road for a total cost of \$30,485,625.00 inclusive of closing costs, (2) construction of a road access for \$1,575,000 and (3) associated utility infrastructure costs for the road of \$525,000. The cost is to be paid from reserves within the Utility-Water and Sewer Operating fund, the Infrastructure Sales Tax Project for Manatee County Sheriff's Office Fleet Facility, and the Stabilization reserve in the General Fund. The cost will be divided between Governmental (CB&A) and the Utility System, at approximately \$16.8M and \$15.8M. The General Fund Stabilization will provide \$16M which consists of an interfund loan of \$3,000,000 to the Infrastructure Sales Tax Public Safety Project for the Fleet Facility and \$13.8M for the General Government. This land is earmarked for the Central County Complex Project, which will house elements of the Utilities Department, Public Works Department, and Manatee County Sheriff's Office.
- The Board of County Commissioners was presented with three suggested alternatives for financing which include:
 - Option 1 – Use of reserves for the payment for Utilities and General Government. Approval of the Board to move forward with Bond issuance for the General Government for \$16.8M which would occur in December and Utilities will re-evaluate during the CIP Process for Budget FY22.
 - Option 2 – Use of Reserve for payment for Utilities and General Government. Re-evaluation of bond issuance to be brought to the Board in the February 2021 Pre-Budget Worksession.
 - Option 3 – Use of reserves for payment of Utilities and General Government. Re-evaluation of bond issuance to be discussed with Board during the FY22 Budget Process.
- Recommendation is for the Board to use Option 2 which uses the reserves for payment for Utilities and General Government respectively and re-evaluation of the bond issuance during the February 2021 Pre-Budget Worksession.
- On a future agenda, a second Contract for Sale and Purchase for an additional 10,000 square feet of land improved with a cell phone tower that is subject to a lease will be presented to the Board of County Commissioners for consideration.
- All documents for this real estate transaction will be held in escrow until closing. The expected closing will be on or before December 16, 2020, then all conveyance documents will be recorded in Official Records of Manatee County.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Please email a copy of the executed contract, cooperative agreement, resolutions, and approved agenda item to:

Tim Cristello at Tim.Cristello@mymanatee.org

Mike Gore at Mike.Gore@mymanatee.org

Heather Dilldine at Heather.Dilldine@mymanatee.org

William Clague, Chief Assistant County Attorney, at William.Clague@mymanatee.org

Caleb Grimes at cgrimes@grimesgoebel.com

Please email a copy of the Budget Resolution to budget@mymanatee.org

Please return the original Contract for Sale and Purchase, Cooperative Agreement, and Resolutions to Tim Cristello, Senior Real Property Specialist, Property Acquisition Division, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205.

Also to: D.Bassett, L.Stephens, S.Flowers, R.Hamilton, D.Heaton,
J.Jensvold, V.Ayles, J. Shepard 10/15/20, RT

Cost and Funds Source Account Number and Name

Settlement Costs \$30,485,625.00. Funding Source Account number to be determined.

Amount and Frequency of Recurring Costs

N/A

Attachment: [Contract for Sale and Purchase for Central County Complex.pdf](#)

Attachment: [Cooperative Agreement regarding Central County Complex.pdf](#)

Attachment: [Resolution R-20-151 Reimbursement Resolution.pdf](#)

Attachment: [Resolution R-20-162 Interfund Loan MSO Fleet Facility Land Purchase.pdf](#)

Attachment: [B-21-012 Central County Complex Project and Land Acquisition.pdf](#)

Attachment: [Response Email to CAO Matter No 2020--0045.pdf](#)

Attachment: [Location Map.pdf](#)

Attachment: [Proposed Central Complex 101320BCC.pdf](#)

Bradenton Area Convention Center
One Haben Boulevard, Palmetto - Longboat Key Room
9:00 a.m. - October 13, 2020

October 13, 2020 - Regular Meeting

Agenda Item #6

Subject

1:30 P.M. - ITEM 58 - Execution of Contract for Sale and Purchase for the Central County Complex Project
Land Acquisition and Related Improvements

Briefings

None

Contact and/or Presenter Information

Action Requested

Enabling/Regulating Authority

Background Discussion

See Item 58 for supporting materials.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Cost and Funds Source Account Number and Name

Amount and Frequency of Recurring Costs

From: [Diane Vollmer](#)
To: [Robin Toth](#)
Cc: [Tim Cristello](#); [Jan Brewer](#); [John Osborne](#); [Cheri Coryea](#); [Joy LeggettMurphy](#); [Hunter Foxwell](#)
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Hi Tim, no we don't have an addendum for the Resolution

Sheila Ballesteros
Budget Division Manager
Financial Management Department
1112 Manatee Avenue West, Ste 939
Bradenton, FL 34205
Ph. 941-745-3760 || Fax 941-742-5825



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LeggettMurphy <joy.leggettmurphy@mymanatee.org>; Tim Cristello
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Subject: RE: BCC 10/13/20: Item 58, Contract for Sale/Purchase - Central County Complex

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Thank You,

Tim Cristello, RWA, Senior Real Property Specialist

Property Acquisition Division
1112 Manatee Avenue West, Suite 800
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Cheri Coryea <cheri.coryea@mymanatee.org>; Joy LeggettMurphy
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Subject: FW: BCC 10/13/20: Item 58, Contract for Sale/Purchase - Central County Complex

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Thanks!

Diane Vollmer
Agenda Coordinator
Manatee County Government
County Administration Office
1112 Manatee Avenue West
Bradenton, FL 34205
941-745-3724; diane.vollmer@mymanatee.org

From: Robin Toth <robin.toth@ManateeClerk.com>

Sent: Monday, October 12, 2020 12:44 PM

To: Diane Vollmer <diane.vollmer@mymanatee.org>

Subject: BCC 10/13/20: Item 58, Contract for Sale/Purchase - Central County Complex

Diane,

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Should there be an Addendum 1 attached to this Resolution R-20-151?

Thank you,

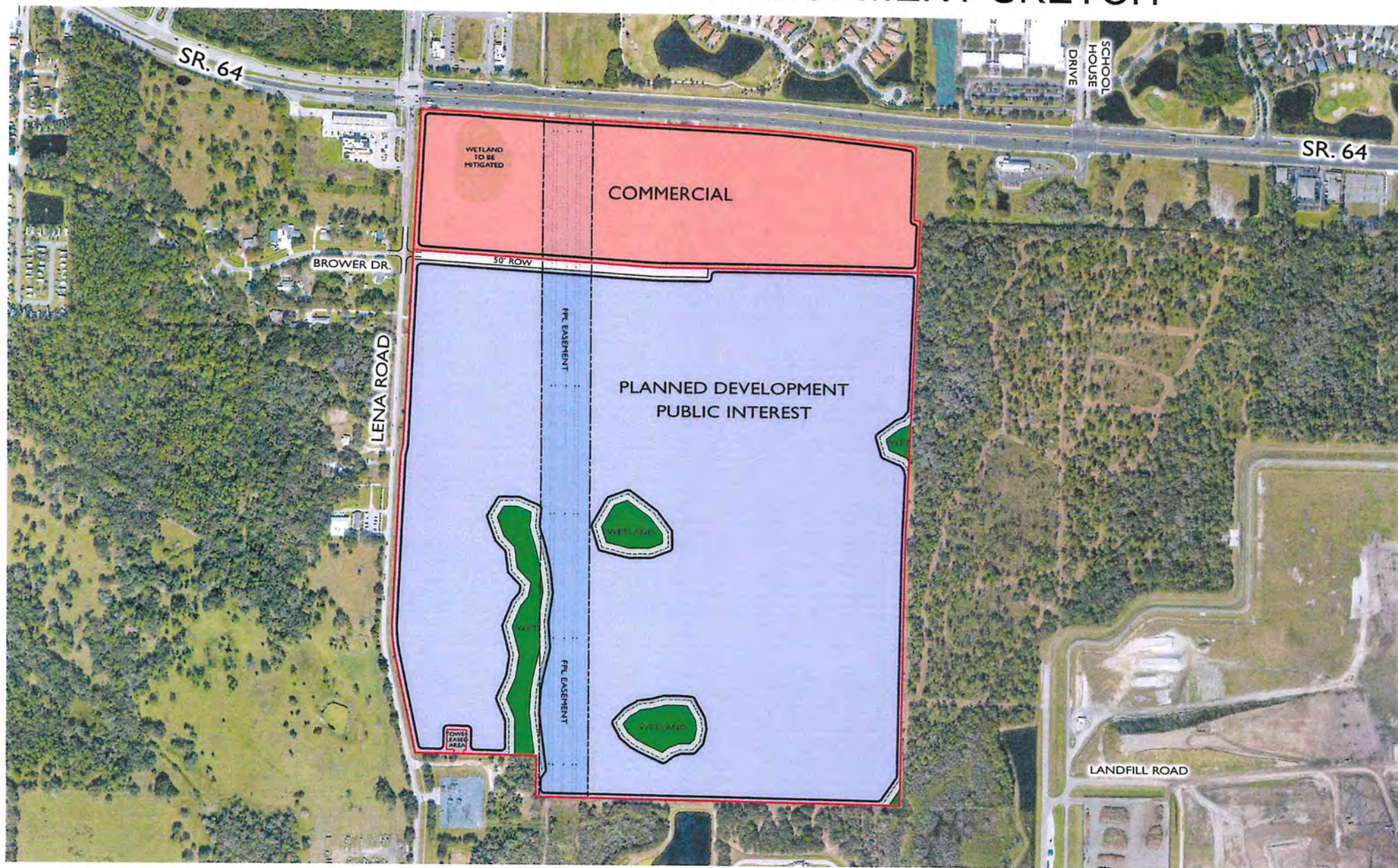
Robin Toth
Board Records Deputy Clerk
For Angelina "Angel" Colonnese
Manatee County Clerk of the Circuit Court and Comptroller
www.manateeclerk.com
941-741-4018, Ext. 4179
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EXHIBIT "B" CONCEPTUAL DEVELOPMENT SKETCH



MANATEE CO. UTILITIES
MANATEE COUNTY, FLORIDA

CONCEPTUAL DEVELOPMENT SKETCH

10/01/2020 • CONTACT: RYAN HOPPE, PE., (727) 547-3999 • AERIAL DATA: © GOOGLE EARTH 2019



Kimley»Horn

Tim Cristello

From: Joy LeggettMurphy
Sent: Monday, September 21, 2020 12:13 PM
To: Tim Cristello
Subject: FW: Central County Land Purchase Documents; RLS-2020-0045
Attachments: Contract for Sale and Purchase for CCC (CAO v2).docx; Cooperative Agreement for CCC (CAO v2).docx

Sincerely,
Joy Leggett-Murphy
Property Acquisition Division Manager
Property Management Department
Manatee County Government
1112 Manatee Avenue West
Suite 800-D
Bradenton, FL 34205
Phone: 941-748-4501 x. 3439



From: William Clague <william.clague@mymanatee.org>
Sent: Wednesday, August 5, 2020 3:07 PM
To: Mike Gore <mike.gore@mymanatee.org>; Heather Dilldine <Heather.Dilldine@mymanatee.org>
Cc: Alex Nicodemi <alex.nicodemi@mymanatee.org>; Cheri Coryea <cheri.coryea@mymanatee.org>; Jan Brewer <jan.brewer@mymanatee.org>; Joy LeggettMurphy <joy.leggettmurphy@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>; Leanne Keeling <leanne.keeling@mymanatee.org>
Subject: RE: Central County Land Purchase Documents; RLS-2020-0045

Mike / Heather:

Attached are redlined revisions reflecting the changes we discussed in our conference call. I will send out clean drafts to Caleb shortly.

Bill.

From: William Clague
Sent: Monday, March 16, 2020 4:03 PM
To: Heather Dilldine <Heather.Dilldine@mymanatee.org>
Cc: Mitchell Palmer <mitchell.palmer@mymanatee.org>; Alex Nicodemi <alex.nicodemi@mymanatee.org>; Cheri Coryea <cheri.coryea@mymanatee.org>; Mike Gore <mike.gore@mymanatee.org>; Jan Brewer <jan.brewer@mymanatee.org>; Joy LeggettMurphy <joy.leggettmurphy@mymanatee.org>; Juliet Shepard

<juliet.shepard@mymanatee.org>; Leanne Keeling <leanne.keeling@mymanatee.org>

Subject: Central County Land Purchase Documents; RLS-2020-0045

Heather:

Pursuant to the above Request for Legal Services you have asked this Office to prepare documents for the above referenced land purchase. The following information is relevant to our response:

1. The County has negotiated the purchase of approximately 150 acres of land located north of the Lena Road landfill (Property). The County intends to use the Property to construct a variety of public facilities for, among other things, utilities service, public works and law enforcement.
2. The Property is part of a larger parent tract that extends northward to State Road 64. The owners will retain the northern portion of the parent tract (Remainder) for private development.
3. The negotiations have included commitments of the County to construct public road and utilities improvements (Improvements) that will serve both the Property and the Remainder.
4. The County anticipates the need to issue revenue bonds to finance the cost of the purchase and the Improvements.
5. You have provided this Office with a summary of the terms negotiated with the owners, a copy of which is attached to this response.

We provide the following legal advice in response to the RLS:

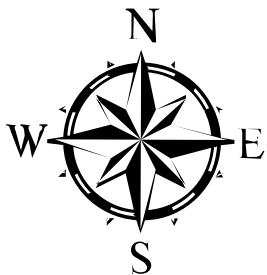
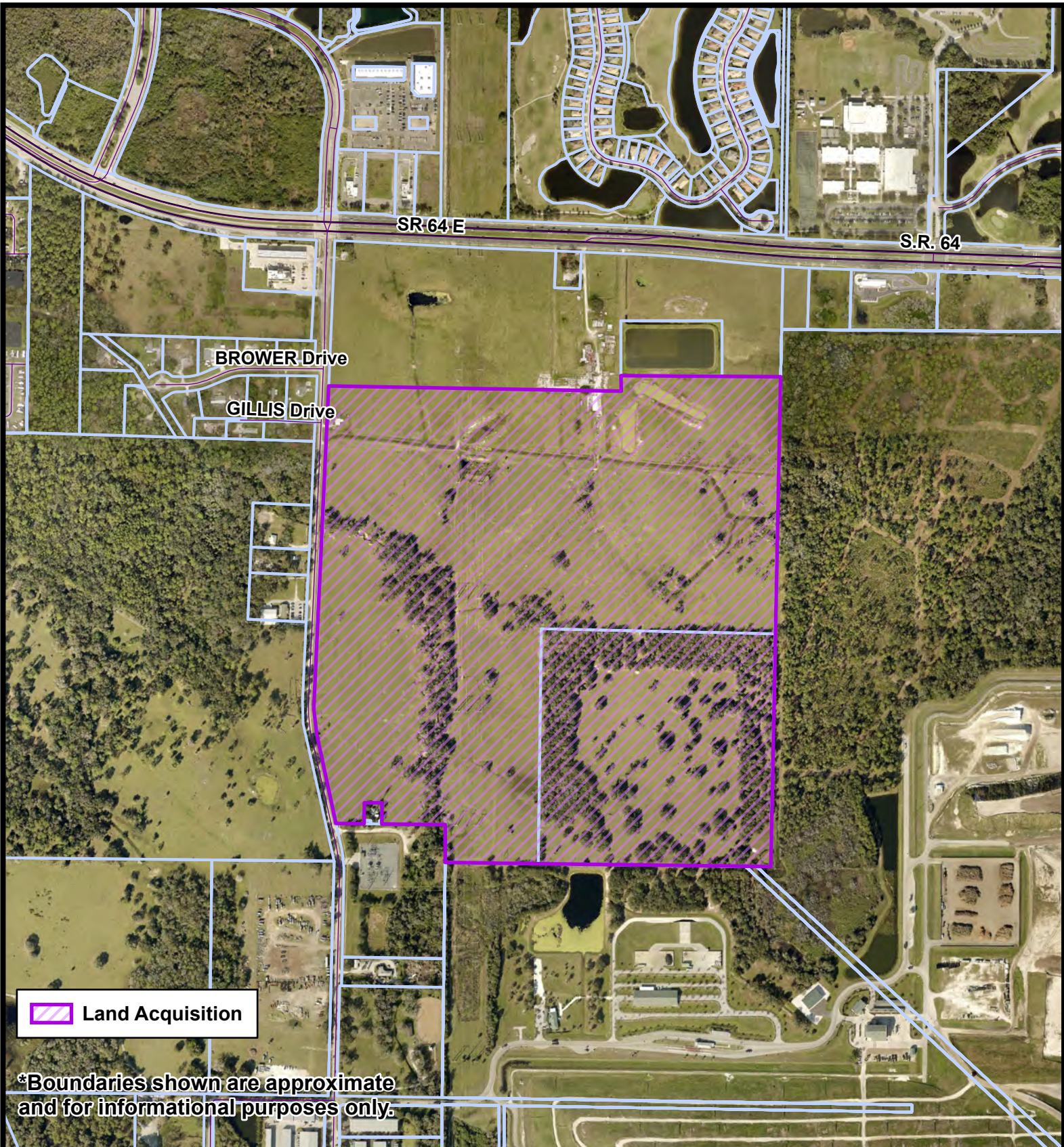
1. Attached is a draft Contract for Sale and Purchase (Purchase Contract) that follows the County's standard form, with modifications made by this Office to reflect the terms negotiated with the owners. We have highlighted several provisions that require staff input.
2. The Purchase Contract includes standard due diligence provisions and warranties recommended by this Office in similar transactions. Note that we also advise that the County should obtain a title insurance policy for the Property. Based on numerous conversations with staff, the Purchase Contract reflects that the County will bear the costs of closing the transaction (other than legal expenses of the owners), including the purchase of title insurance.
3. The Purchase Contract includes standard language regarding the correcting of encroachments by the seller. We understand that there may also be a need to add language reconciling existing encroachments onto the Remainder by the County, from other lands currently owned by the County. If a survey confirms this, we will craft such language as needed.
4. Also attached is a draft Cooperative Agreement Regarding Central County Land Complex (Cooperative Agreement) which provides for the post-closing construction of the Improvements, and sets forth terms of the ongoing relationship between the County and the owners of the Remainder. The Cooperative Agreement follows the form utilized by this Office in similar transactions.
5. In the Cooperative Agreement, we have flagged Sections 1.1.C (floodplain compensation) and 1.2.C & 1.4.B (public utilities) for additional staff input.
6. Both the Purchase Contract and the Cooperative Agreement contain provisions that make the County's obligations to purchase the Property and complete the Improvements subject to successfully financing the transaction.

7. Staff should carefully review the business terms of the documents, and verify that they are acceptable prior to submitting the documents to the owners for review. Staff should continue to provide comment to this Office as due diligence and negotiations proceed. We will continue to provide redlined revisions as needed, and to assist in negotiations, to bring the transaction to a close (no additional RLS needed).

Subject to the resolution of the above issues and any business issues identified by staff, we have no objection to the Purchase Contract and Cooperative Agreement being scheduled for consideration by the Board. We express no opinion as to the business decision to enter into the transaction.

This concludes our response to the RLS. Please contact either Ms. Nicodemi or me if you have any questions or concerns.

William Clague, Chief Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205
(941)745-3750
william.clague@mymanatee.org



ACQUISITION AREA

MUSGRAVE REAL ESTATE HOLDINGS
8520 SR 64 E,
BRADENTON, FL 34212
PID 1462800259 / 1464000007

DISTRICT 5 - VANESSA BAUGH



Proposed Central County Complex

Board of County Commissioners

October 13, 2020



Mike Gore, Director Utilities Department

Chad Butzow, Director Public Works Department

John Osborne, Deputy County Administrator

Sheriff Rick Wells, Manatee County Sheriff's Office

Outline of Presentation

- Concept of new Central County Facility Complex
- Site(s) Research
- Conceptual Development
- Utilities Department
- Public Works Department
- Sheriff's Office
- Contract for Sale and Purchase & Cooperative Agreement
- Acquisition Funding

Concept

- Concept is for a shared centrally located county complex
- Three investing departments/agencies:
 - Utilities Department
 - Public Works Department
 - Sheriff's Office
- All experiencing aging infrastructure & facilities in need of replacement and expansion
- Timeframes for travel, distances and response getting longer
- Centrally located complex could provide multiple efficiencies



Concept

- Identified the Goals for facility:
 - Location able to serve developing areas **efficiently**
 - Site sized for **buffering** from adjacent uses
 - **Not adjacent to residential**
 - Ability for heavy / **intense uses** land uses
 - Good **access to thoroughfares**
 - Nearby **infrastructure** - water, sewer lines, etc.
 - If **co-location** / larger site feasible, **multiple efficiencies** could be gained
 - Think 20+ years out.....



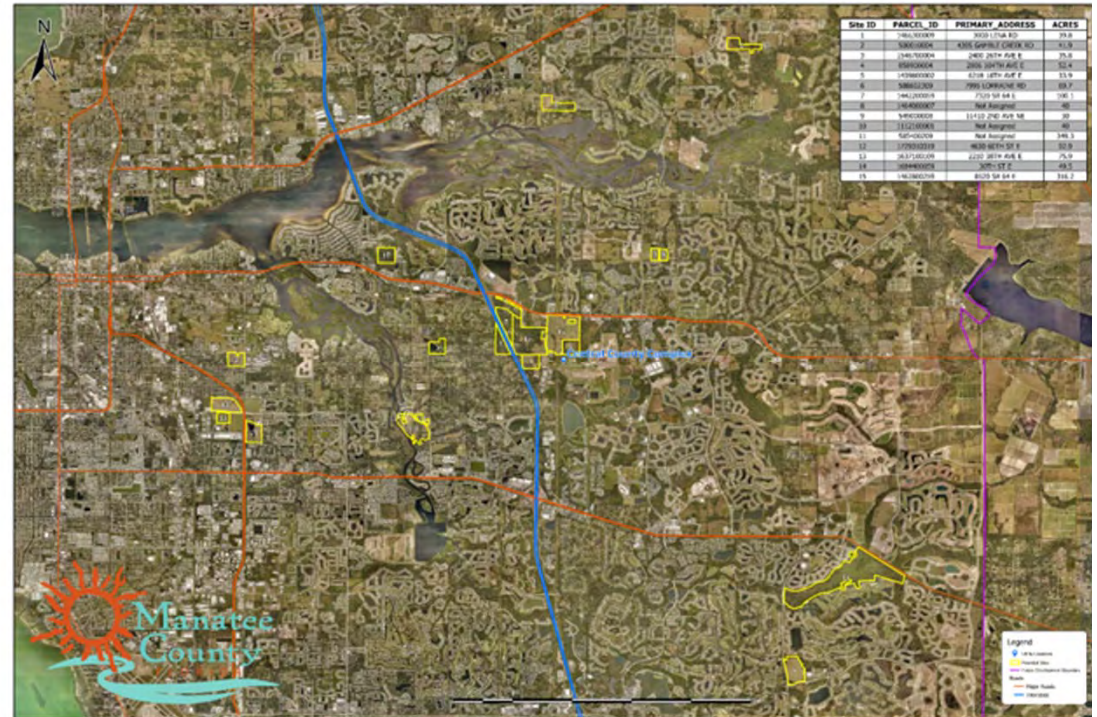
Concept

- Property may include but not limited to following land uses:
 - **Heavy equipment yard** (outside & inside storage of heavy equipment)
 - **Outside storage** (rock, sand, shell, fill dirt, pipes, signal poles, guard rail, etc.)
 - Fleet services / **motor pool** (heavy equipment maintenance, inside and outside heavy maintenance, vehicle washing)
 - **Office**
 - **Fuel depot**
 - **Warehousing**
 - **Public Safety** related uses (e.g., EMS station)



Sites Researched

- Looking for:
 - Several min. 30 acre parcels (if uses not co-located)
 - Min. 120 acres if uses co-located
- Researched over 20 sites for MSO fleet



Properties Researched

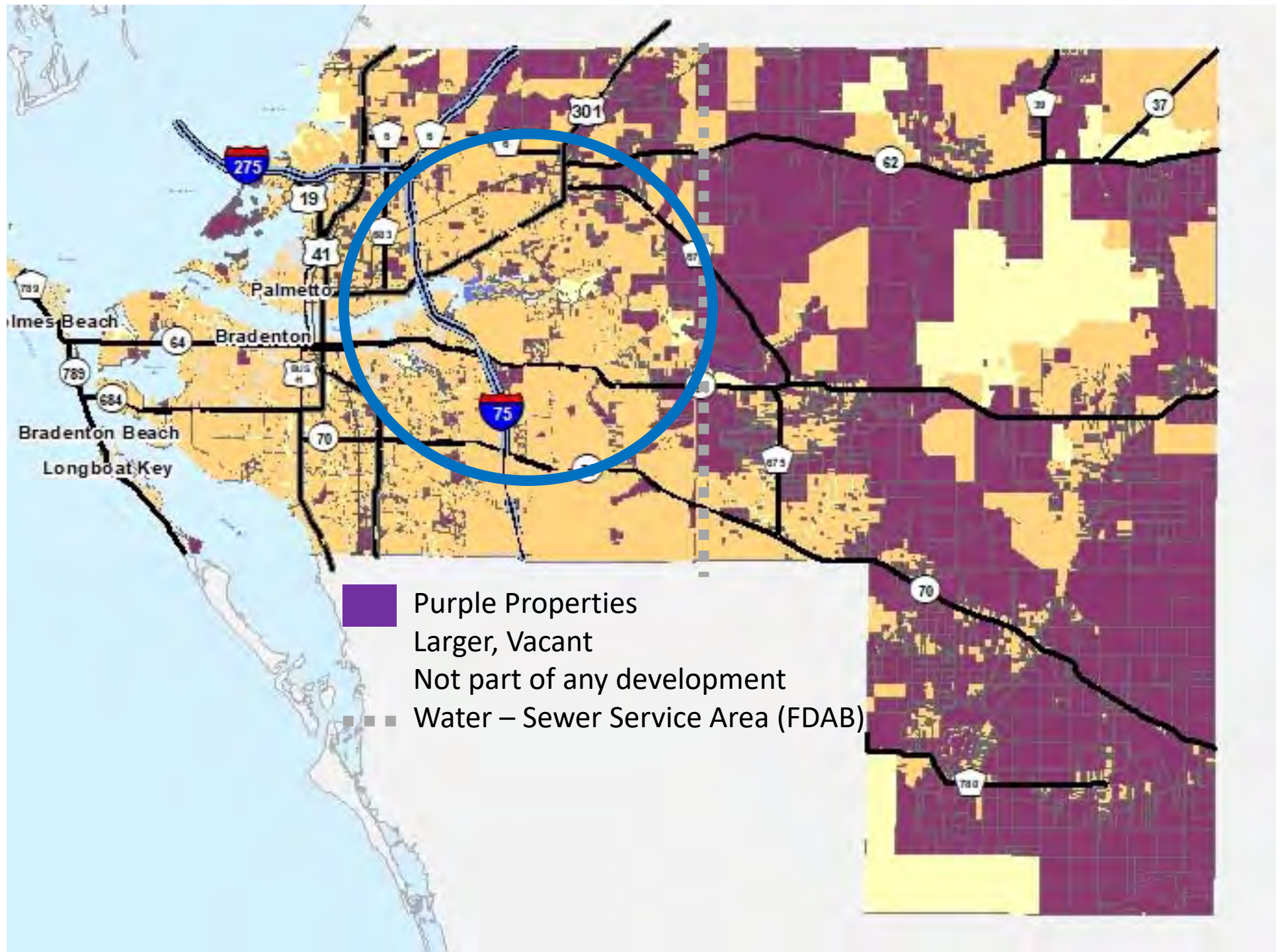
- Process of Elimination:

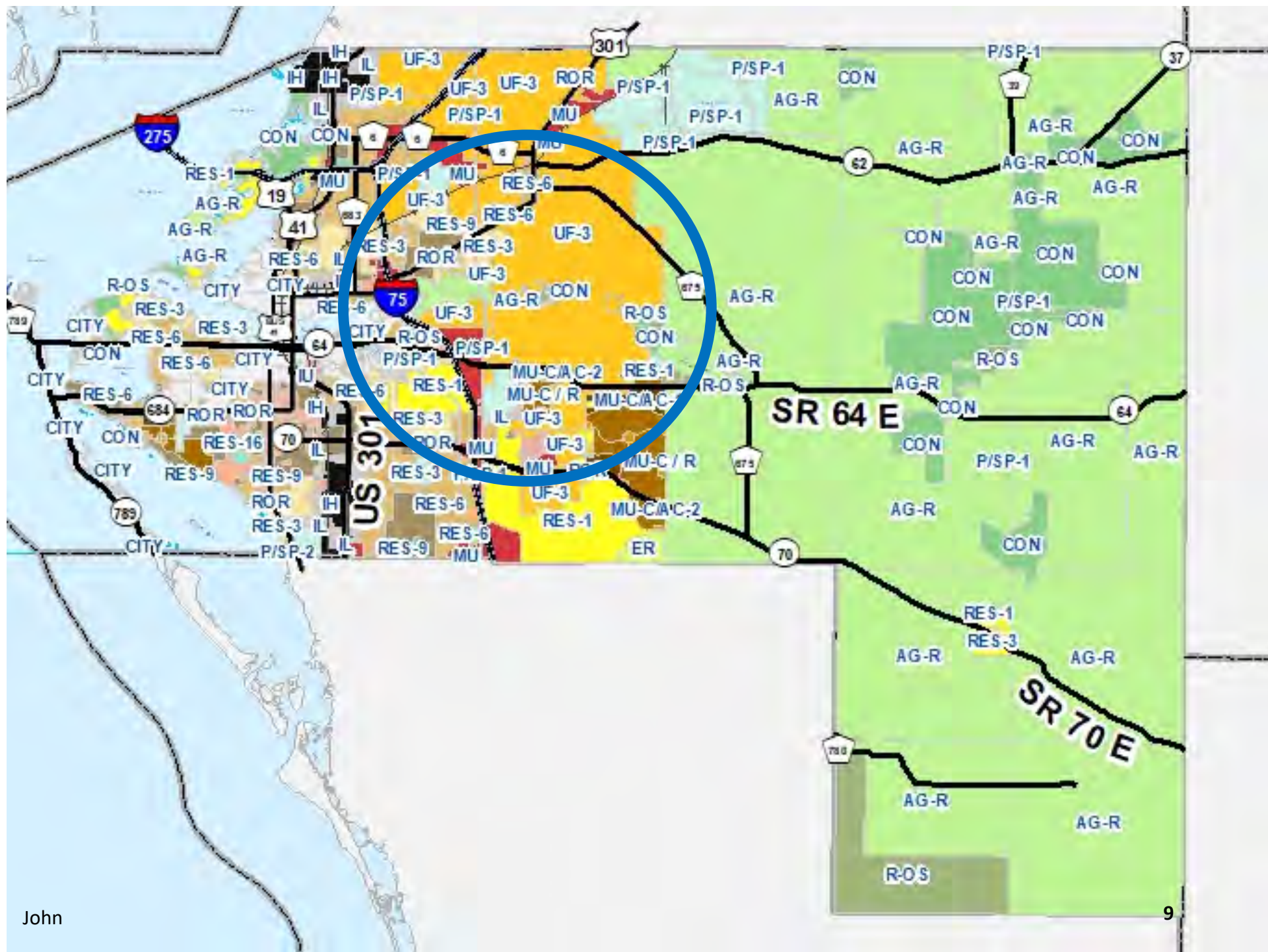
- Take away properties with existing residential development entitlements
- Properties/neighbors with incompatible uses (e.g., adjacent residential, schools, etc.)
- Properties within Coastal High Hazard Area
- Properties with significant wetlands/environmental

- Findings:

- Limited properties available in center portion of county – not already committed to residential development
- Limited areas for intense uses (industrial)







FUTURE LAND USE CATEGORIES

Mixed Use (MU)

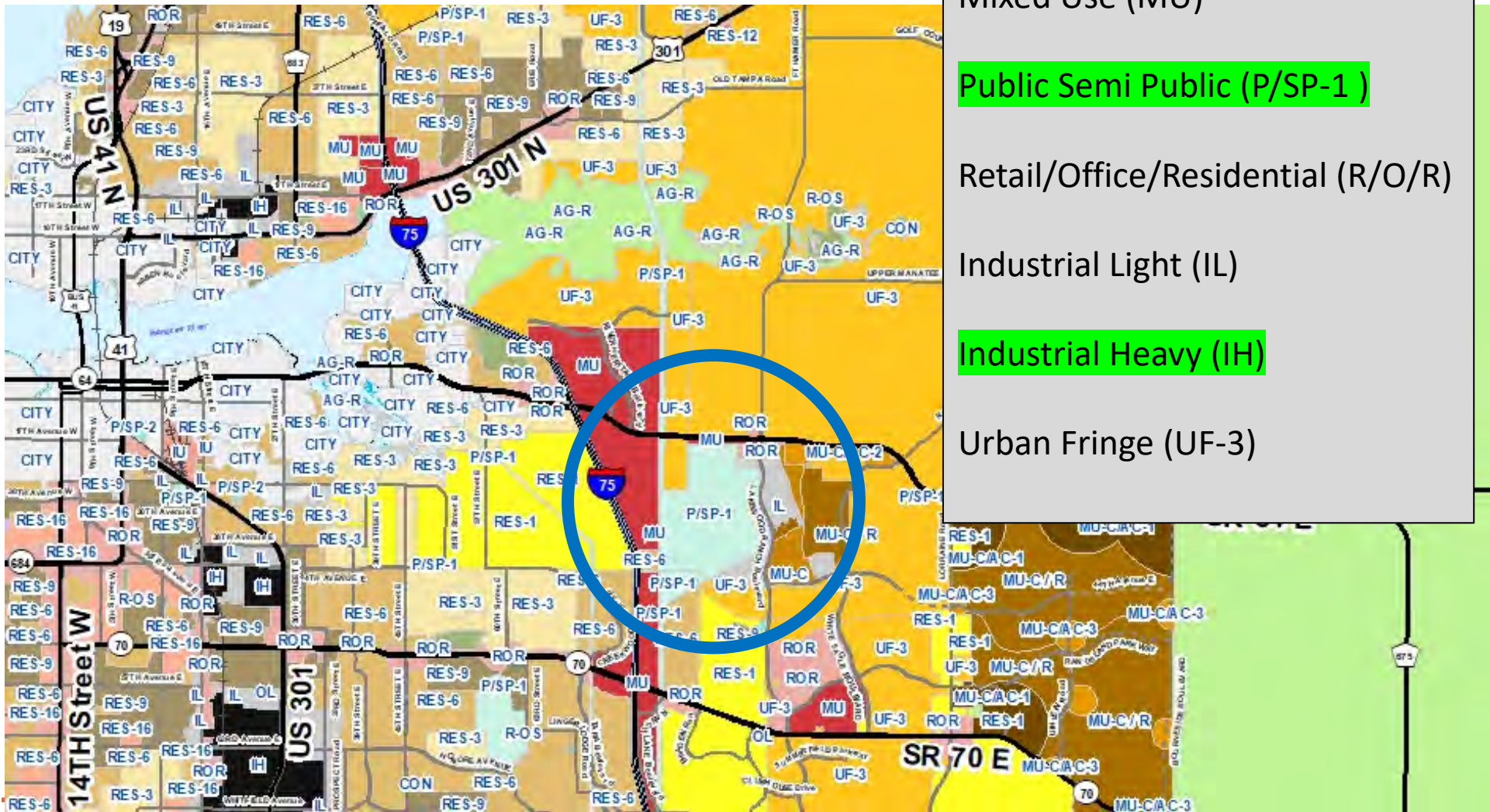
Public Semi Public (P/SP-1)

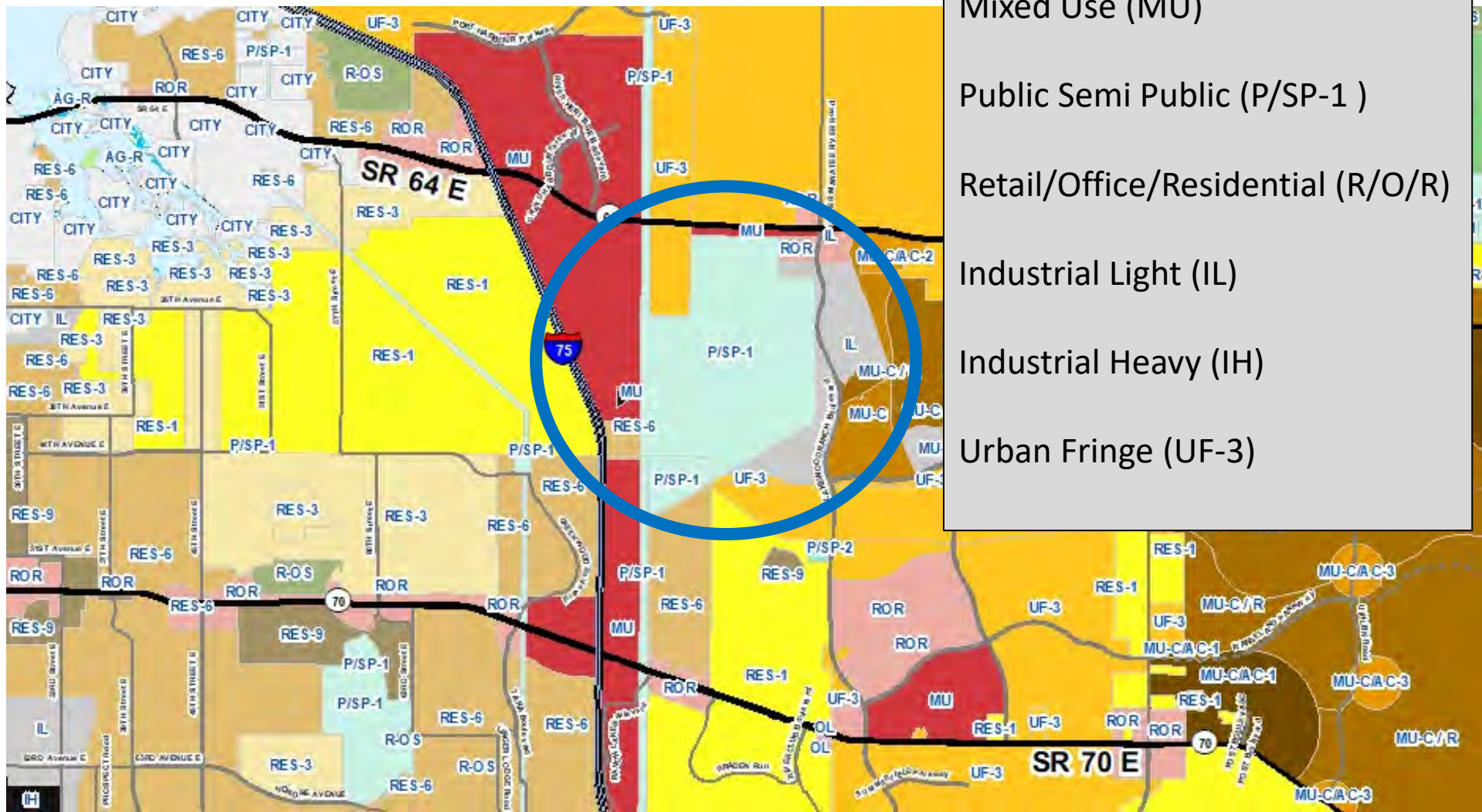
Retail/Office/Residential (R/O/R)

Industrial Light (IL)

Industrial Heavy (IH)

Urban Fringe (UF-3)





FUTURE LAND USE CATEGORIES

Mixed Use (MU)

Public Semi Public (P/SP-1)

Retail/Office/Residential (R/O/R)

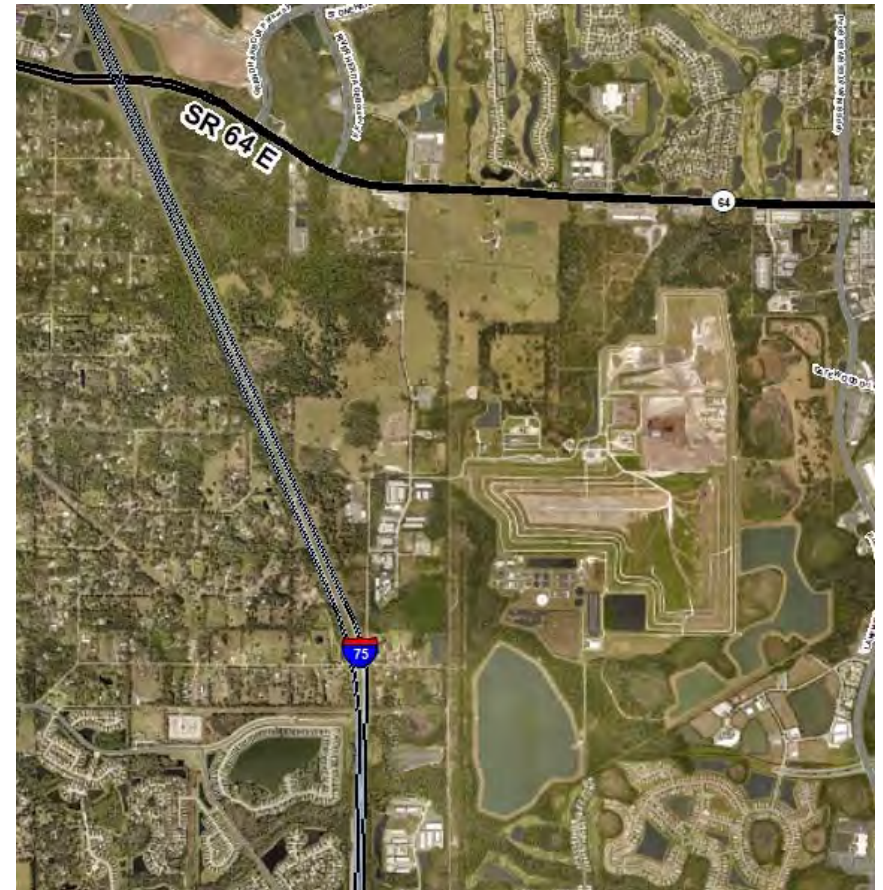
Industrial Light (IL)

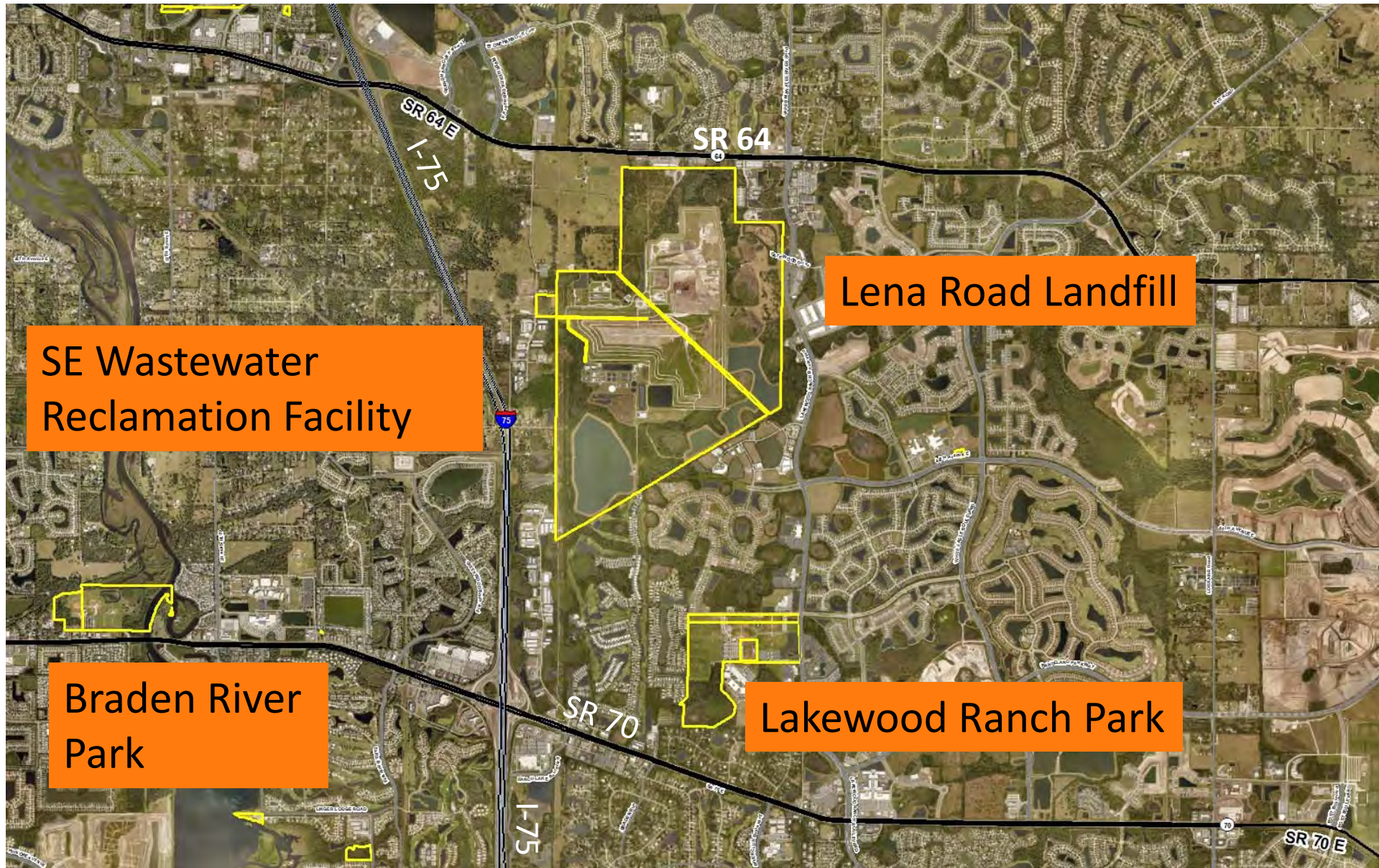
Industrial Heavy (IH)

Urban Fringe (UF-3)

Lena Road Area

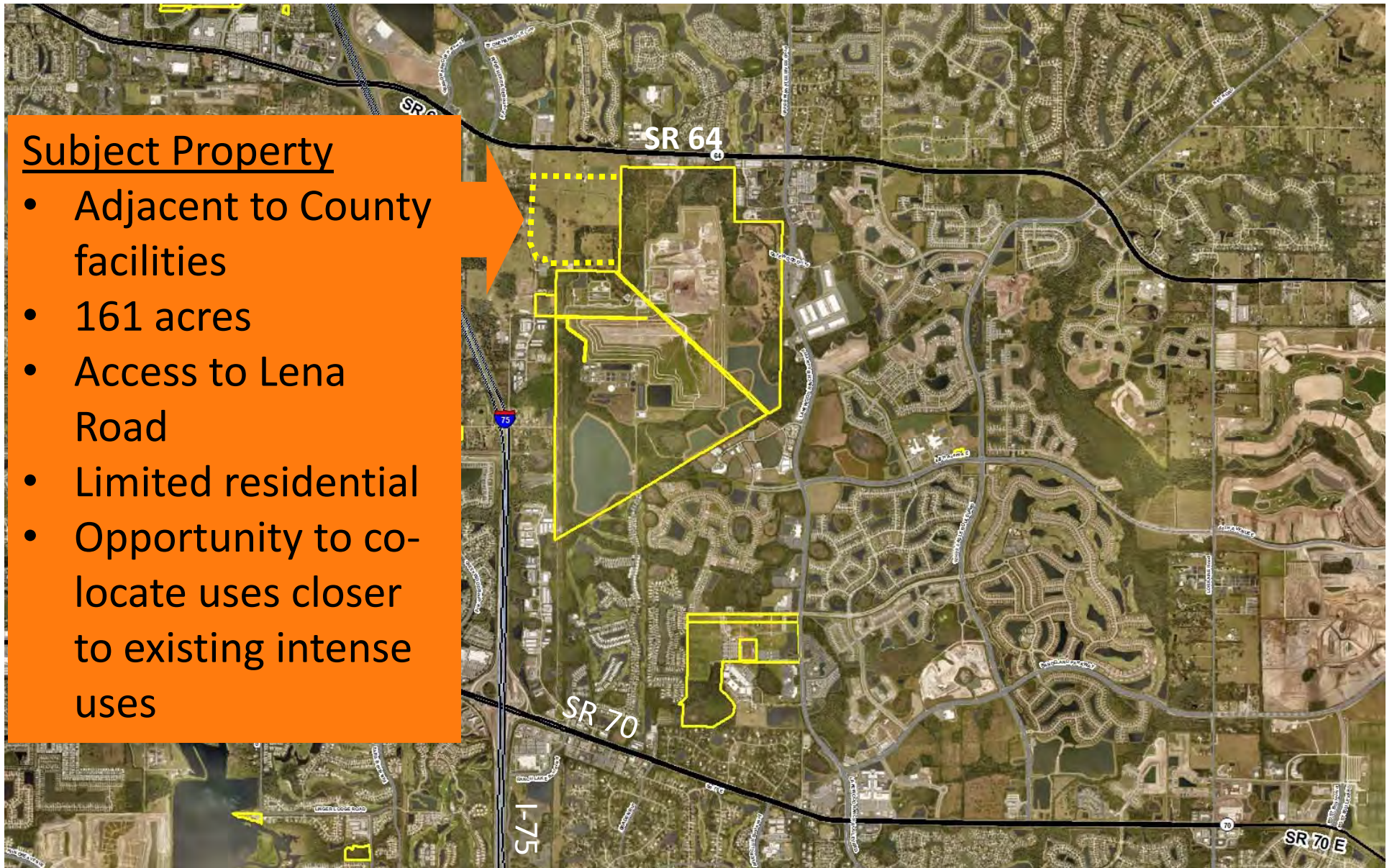
- Area SE of SR 64 – Lena Road intersection
- Existing County facilities
 - Lena Road Landfill
 - SE Wastewater Reclamation Facility
- Existing intense uses
- Excellent access
 - SR 64
 - Future direct access to 44th Avenue
- On major water and sewer mains
- Along main power transmission grid (Tampa-Miami)
- Outside of evacuation areas



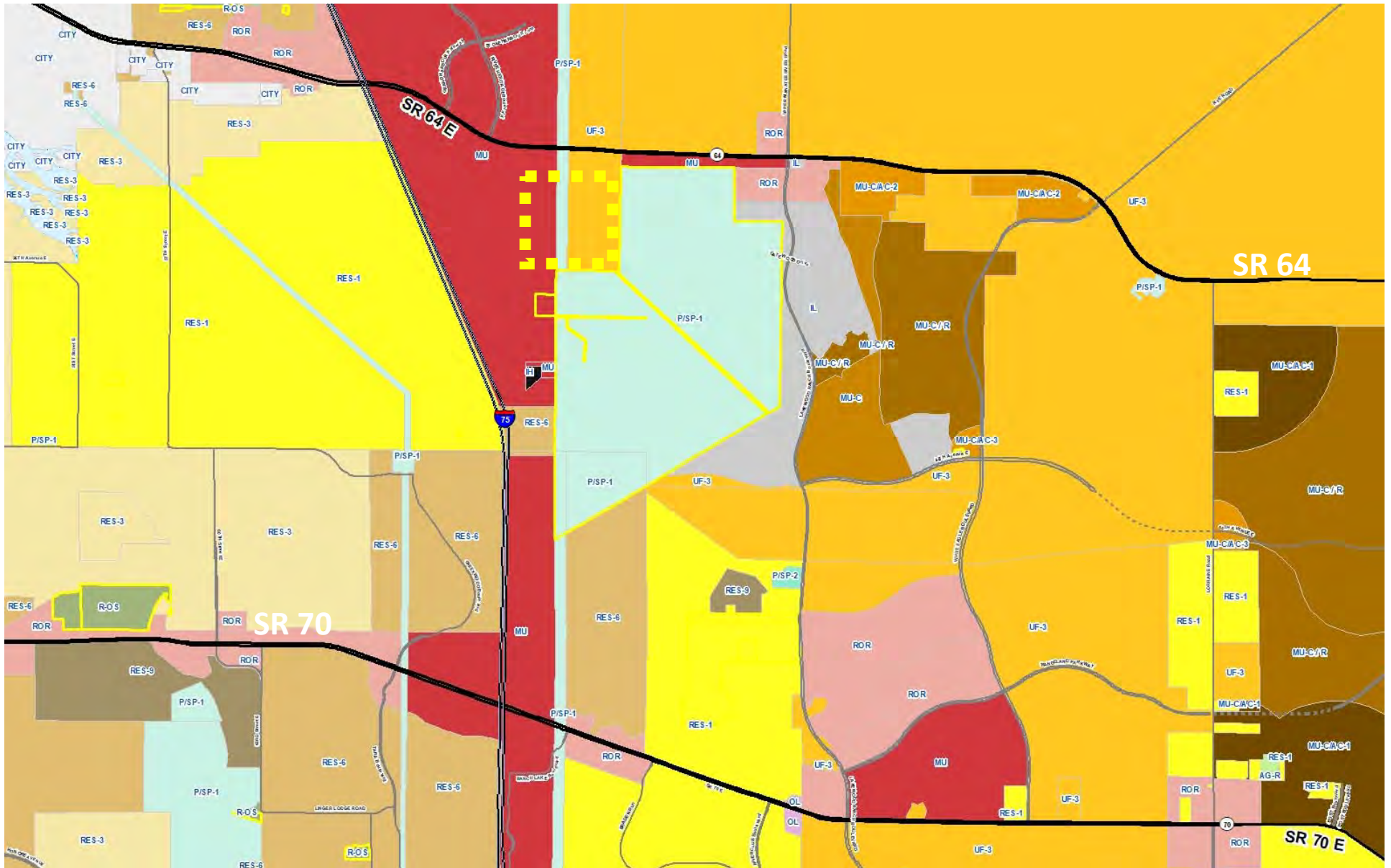


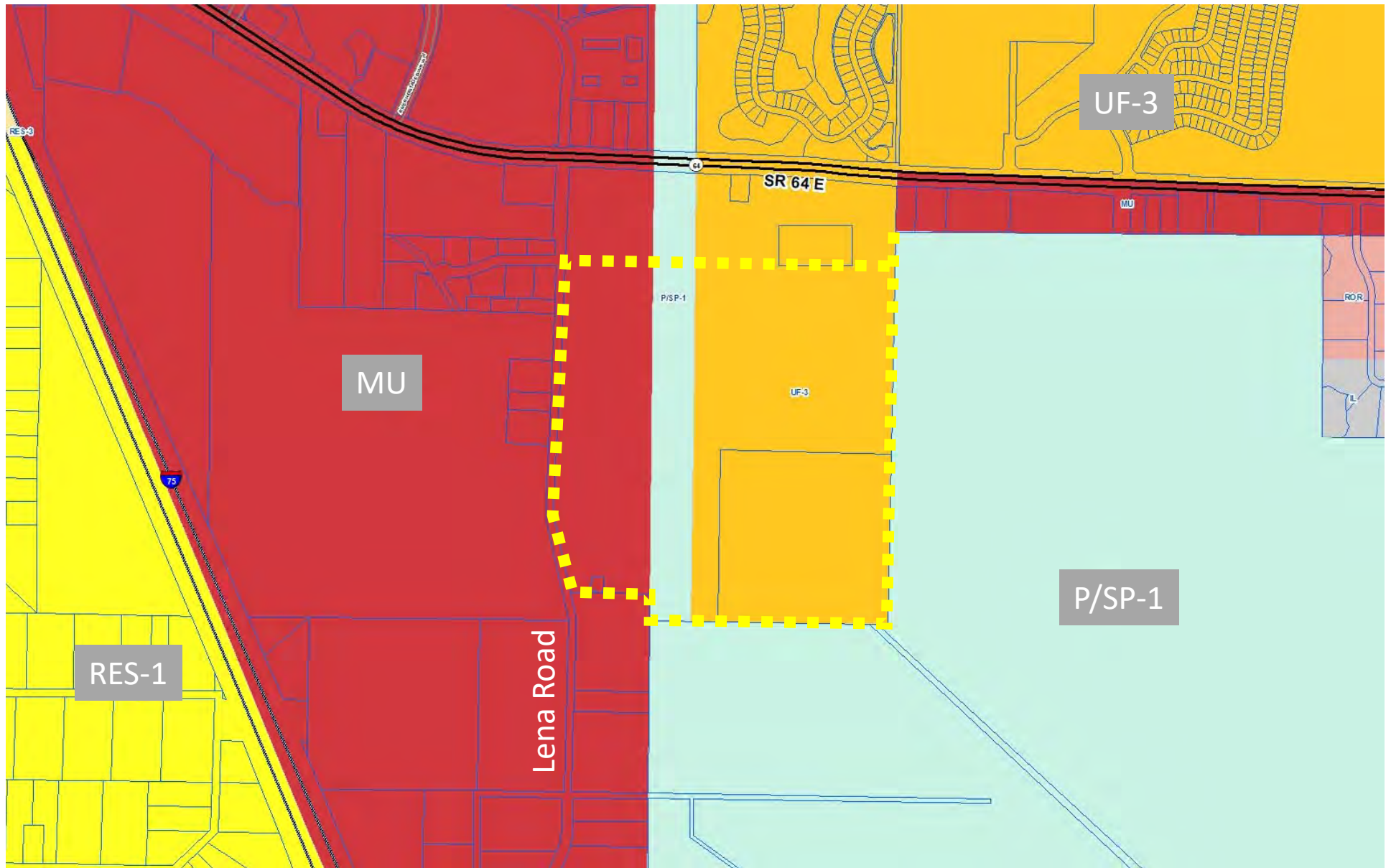
Subject Property

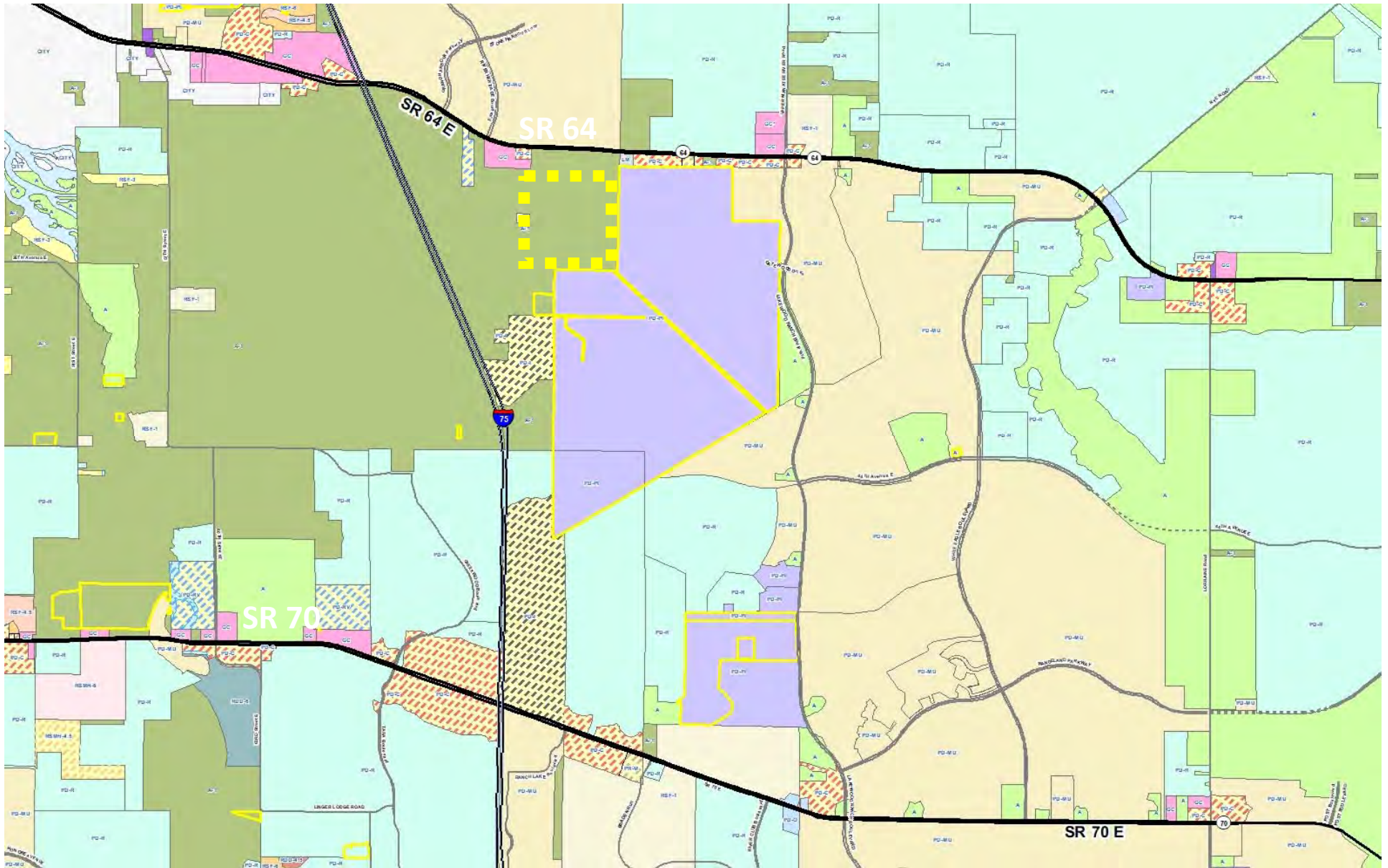
- Adjacent to County facilities
- 161 acres
- Access to Lena Road
- Limited residential
- Opportunity to co-locate uses closer to existing intense uses

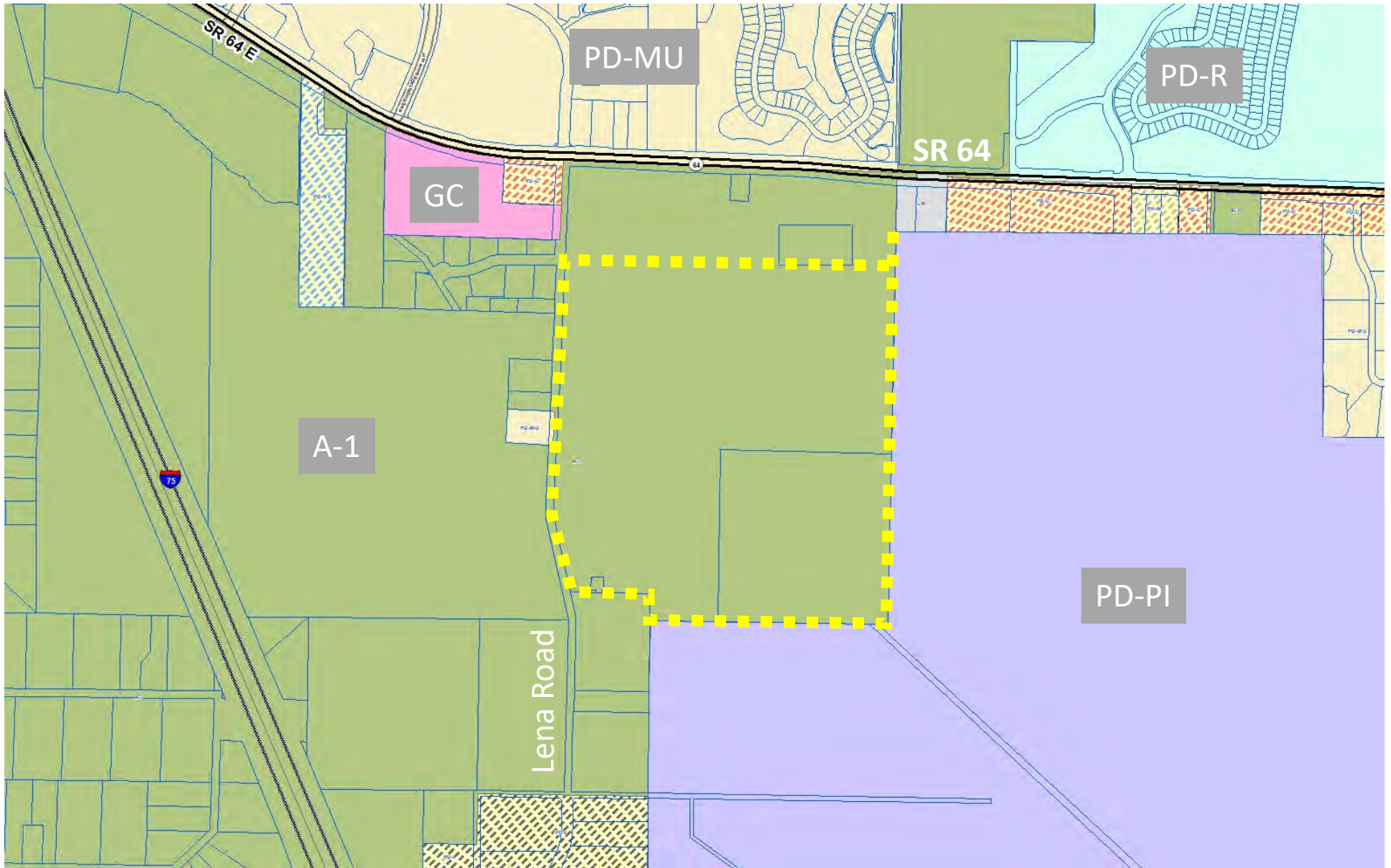
















Surrounding Uses



Buffering Opportunities

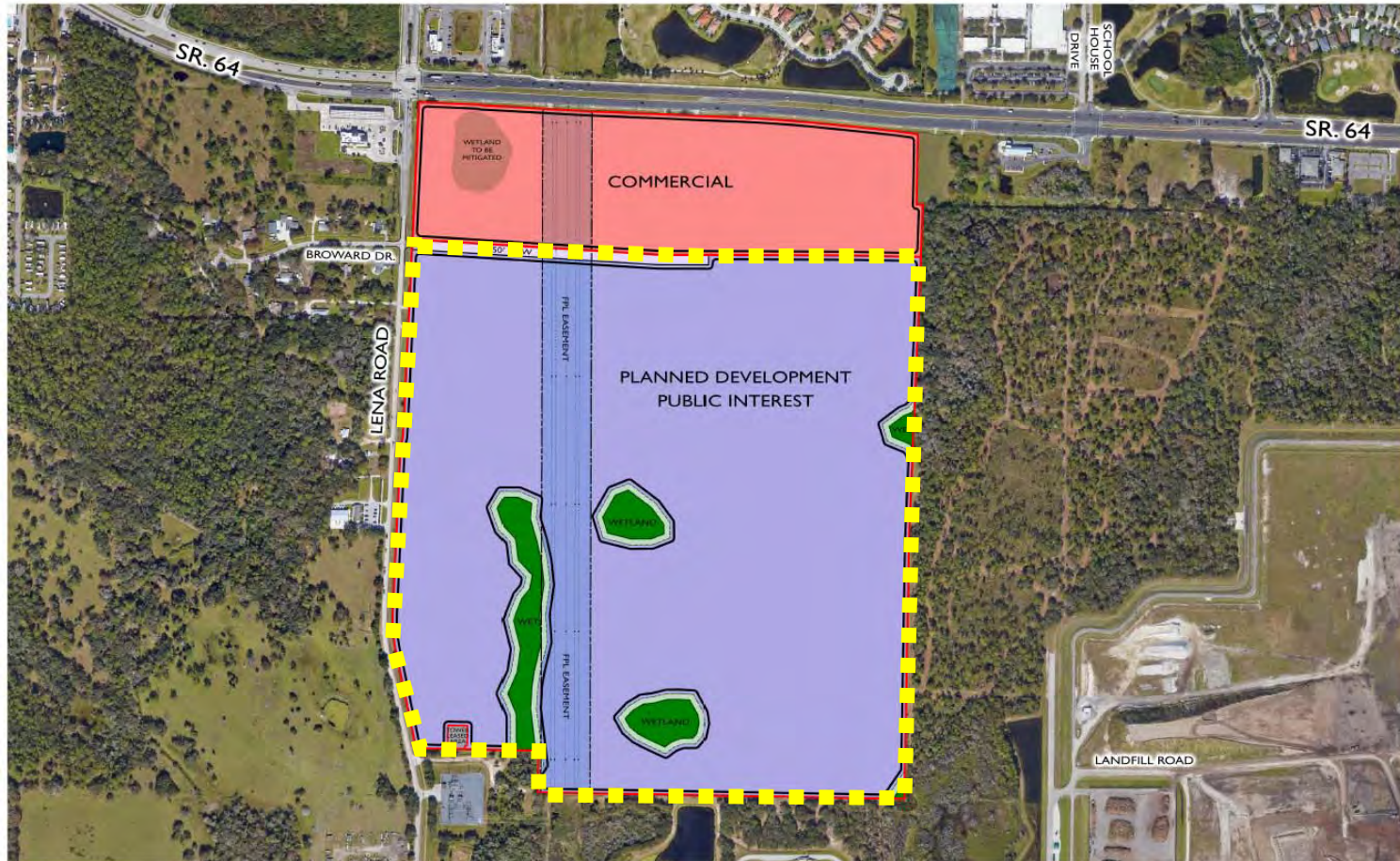
- Subject Property
- Ability to provide and add to significant **buffers**
- Adds to buffering of landfill



Why This #1 Location?

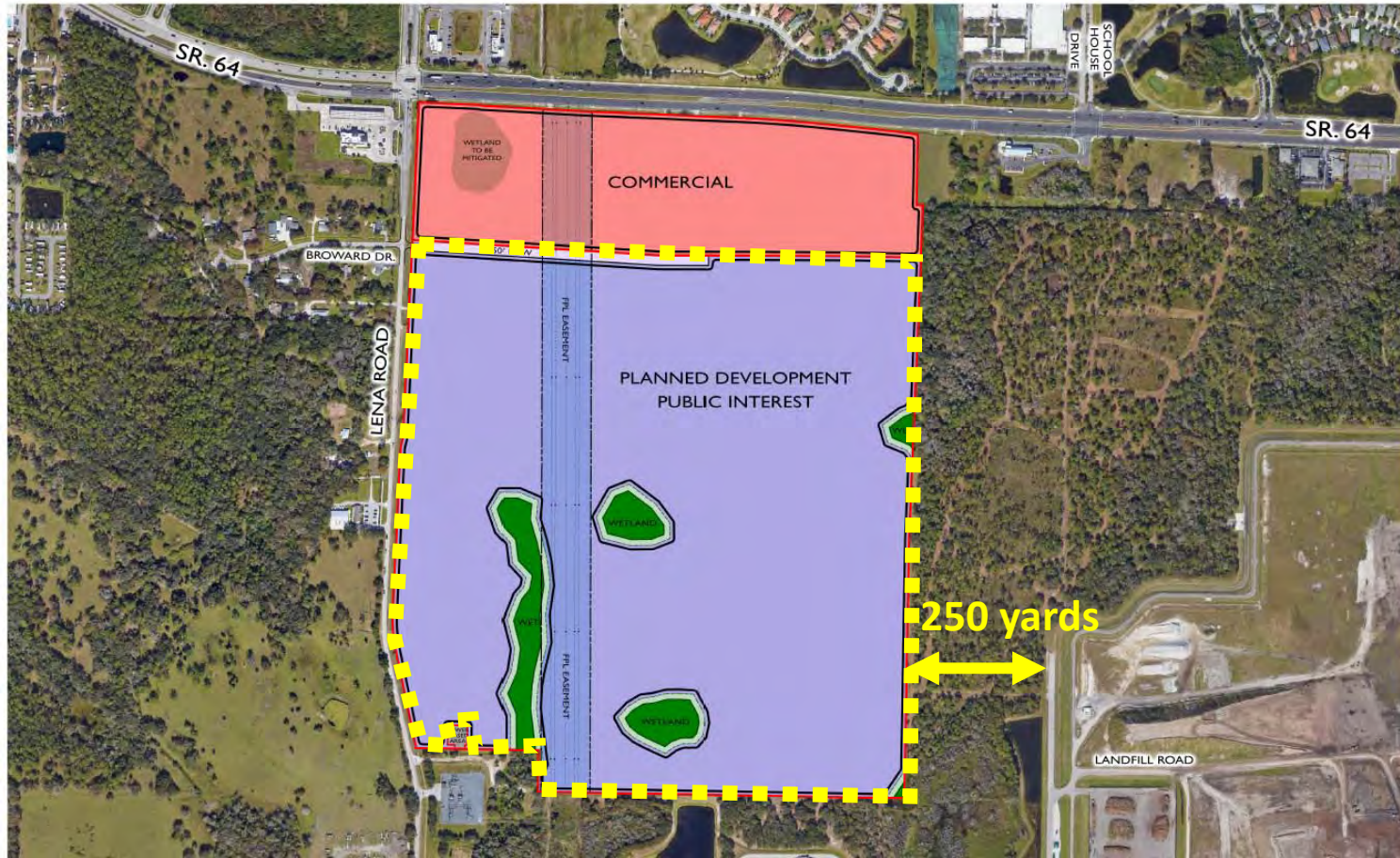
- Centrally located
- Size – Long term investment in future
- No adjacent residential & limited residential in vicinity
- Area has existing intense uses
- Existing adjacent ownership & uses
 - Lena Road Landfill
 - SE Wastewater Reclamation Facility
- Size allows opportunity for good buffering & distancing of proposed uses
- Size allows co-location of intense uses
- Good access (SR 64, future 44th, Lena)
- Water & sewer lines existing on Lena, SR 64

Central County Complex



161 Acres (approx.) Proposed

Central County Complex



161 Acres (approx.) Proposed

Proposed Central County Complex

- 161 acres located at SR64 & Lena road
- Property located northwest of Lena Road Landfill
 - Will provide a buffer to current and future landfill operations
- Purchase price of \$30,185,625
 - \$187,488 per acre
 - Comps - most recent sell in vicinity \$310,218 per acre
 - Average price per acre in vicinity \$496,923 (past 10 years)

Address: 8355 SR 64 E, BRADENTON FL 34212

Date of Sale: 9/24/2019

Land Size: 1.22 acres

Sale Price: \$825,000

Price Per Acre: \$676,229.51

Address: SR 64 E, BRADENTON, FL 34212 (PID: 1463700209)

Date of Sale: 2/18/2020

Land Size: 17.085 acres

Sale Price: \$5,300,000

Price Per Acre: \$310,213.64

Address: SR 64 E, BRADENTON FL 34212 (PID Nos: 567815659, 567815359, 567815159, 567815309, 567815259)

Date of Sale: 2/21/2018

Land Size: 20.21 acres

Sale Price: \$17,962,700

Price Per Acre: \$888,802.57

Address: SR 64 E, BRADENTON FL 34212 (PID Nos: 56650059 and 566310159)

Date of Sale: 5/18/2017

Land Size: 9.74

Sale Price: \$3,530,000.00

Price Per Acre: \$362,422.00

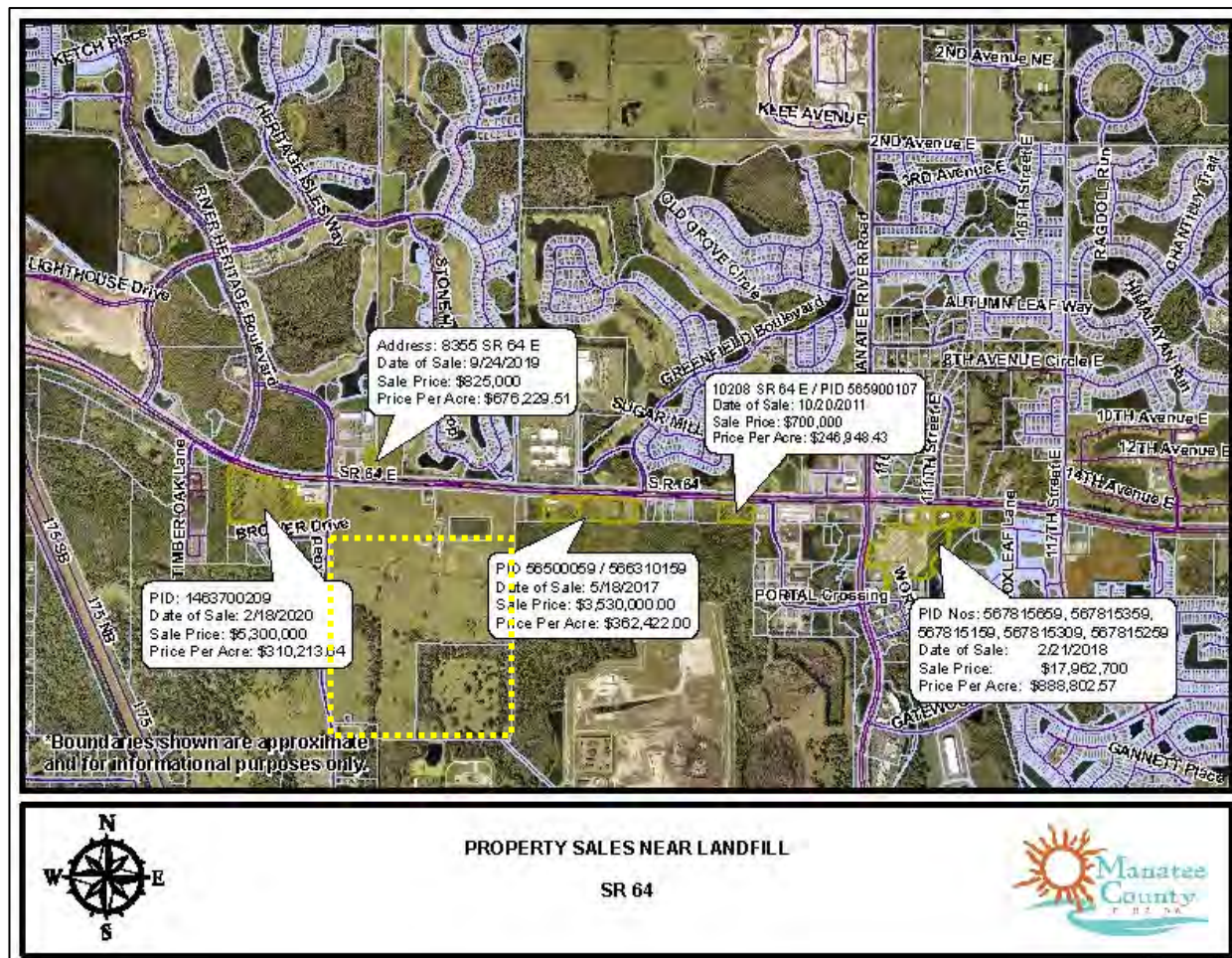
Address: SR 64W, BRADENTON, FL 34212 (PID Nos. 565900107)

Date of Sale: 10/20/2011

Land Size: 2.8346

Sale Price: \$700,000

Price Per Acre: \$246,948.43



Average Cost of Land in vicinity of SR 64
\$496,923.23 per acre

Proposed Central County Complex

- Savings will be recognized by three investing entities:
 - Sharing in the development of one parcel of land
 - Master planning the parcel will allow more efficient engineering and better budget estimates for buildout
 - Site development costs
 - Shared infrastructure costs
 - Roads, access, stormwater retention and conveyance, sanitary sewer (gravity lines, force mains, and lift stations), fiber optics, and water mains adequate for fire protection across complex
 - Sharing facilities & services:
 - Fuel depot, loading docks, warehouses, ground & building maintenance

Central County Complex – Planned Uses

Utilities Department

- Field operations facility that will accommodate water distribution, meter readers, wastewater collection, and underground locator crews
- Equipment and materials storage
- Warehouse
- Enclosed Solid Waste transfer station

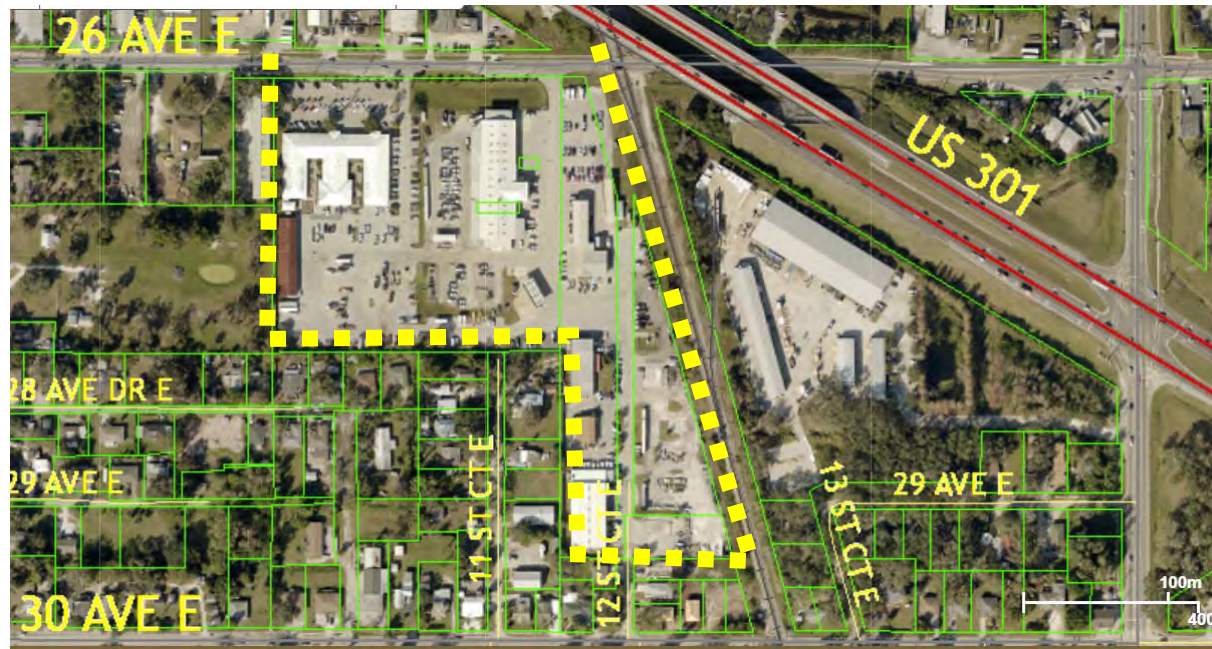
Proposed Central County Complex

- New facility would allow some future changes:
 - Future sale of N portion (approx. 7 acres) of 66th Utilities
 - Apply revenue to offset cost of new facility



Proposed Central County Complex

- New facility would allow some future changes:
 - Future sale of all / portion 26th Ave Public Works
 - Apply revenue to offset cost of new facility



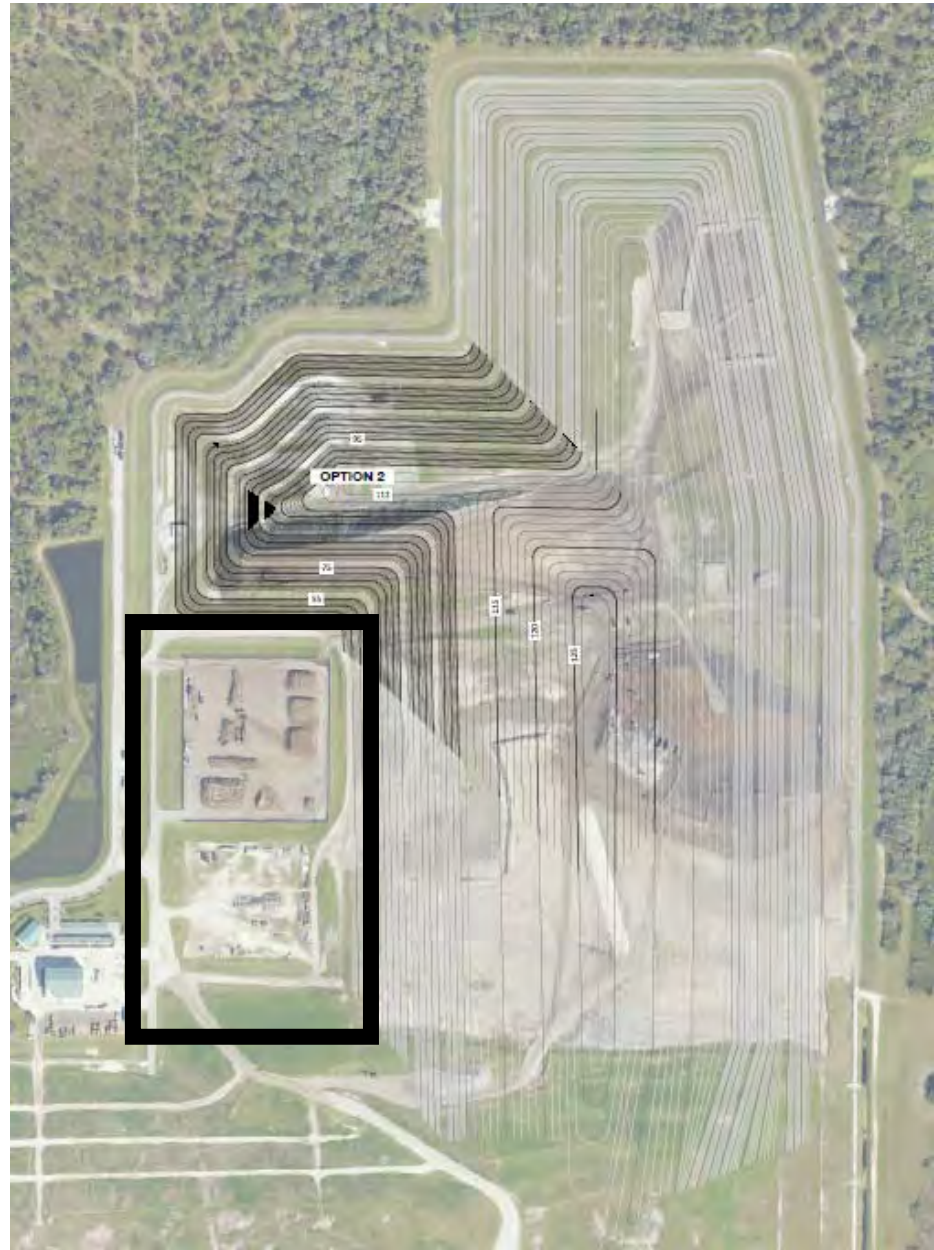
Central County Complex – Solid Waste Transfer Station

- Transfer station necessary for closing Lena Road Landfill
- Transfer station on new parcel allows continued use of landfill scales resulting in decreased future development cost of another transfer station elsewhere.
- Will allow total buildout of the landfill's last permitted cell which recognizes significant cost savings for airspace.
 - Approximately 22 years of remaining life in final cell.
 - Would lose approximately 6 years of life to place transfer station within cell, leaving only 16 years of remaining life.

Central County Complex – Solid Waste Transfer Station

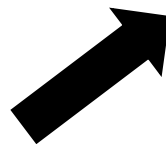
- Value of airspace at today's tipping fee = **\$75,000,000**
- To locate transfer station elsewhere, there is concern regarding traffic:
 - Landfill handles over 2,000 transactions weekly:
 - Over 500 franchise transactions (Waste Pro and Waste Management)
 - Over 200 municipalities' transactions (City of Bradenton)
 - Over 100 heavy truck loads (roll-off or semi trucks for C&D)

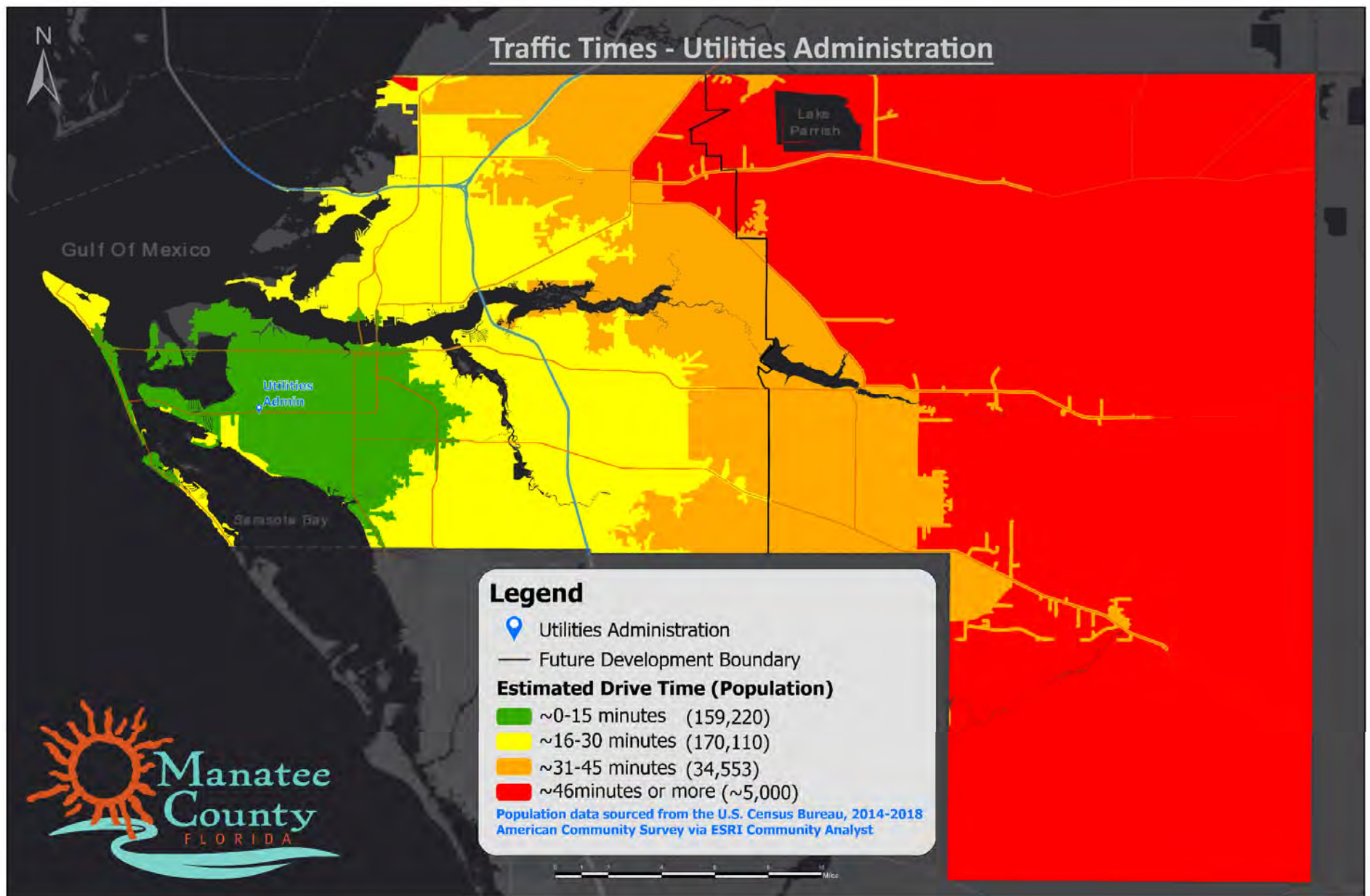
Lost airspace if transfer station is
used within cell

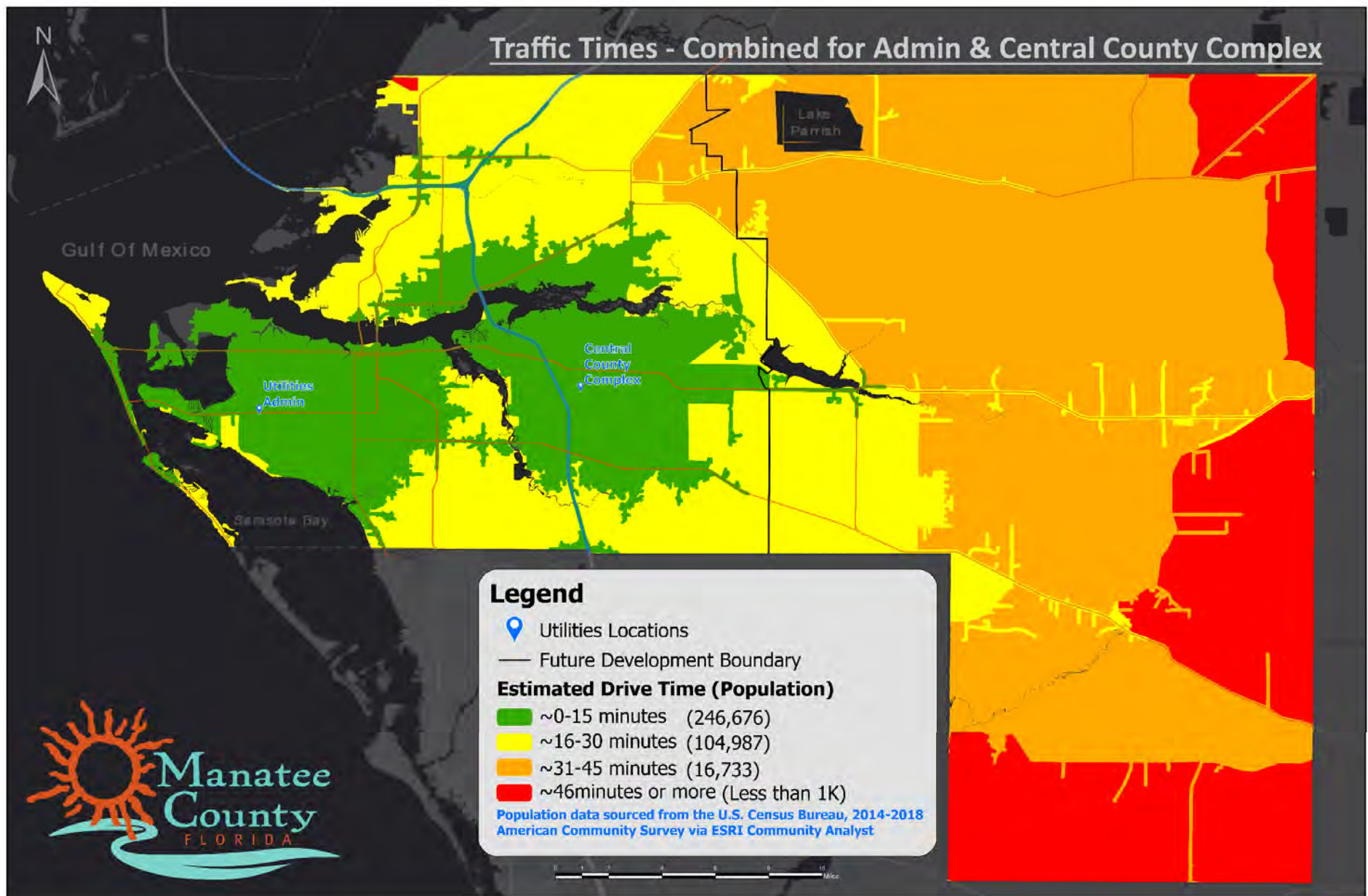


Full build-out of cell

Note: There is only 250 yards
between future landfill
operations and southeastern
portion of land

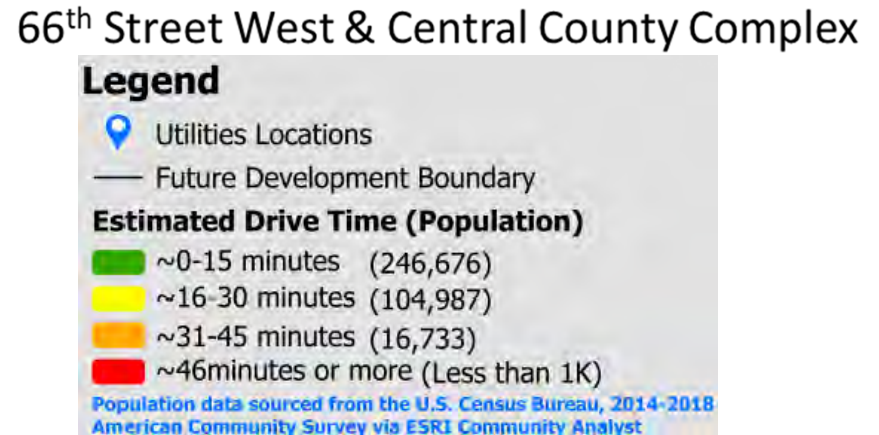
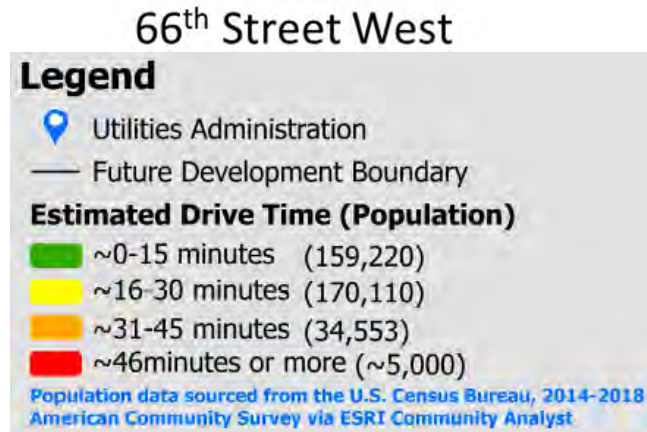






Central County Complex - Travel Map

Utilities Department



- By adding the Central County Complex, the Utilities Department can service:
 - ~88,000 more customers within 15 minutes
 - ~22,500 more customer within 0-30 minutes

With significant growth from 2018 to now, this number is probably much higher.

Cell Tower

- 0.25 Acre site not part of current purchase
- Will be included in future



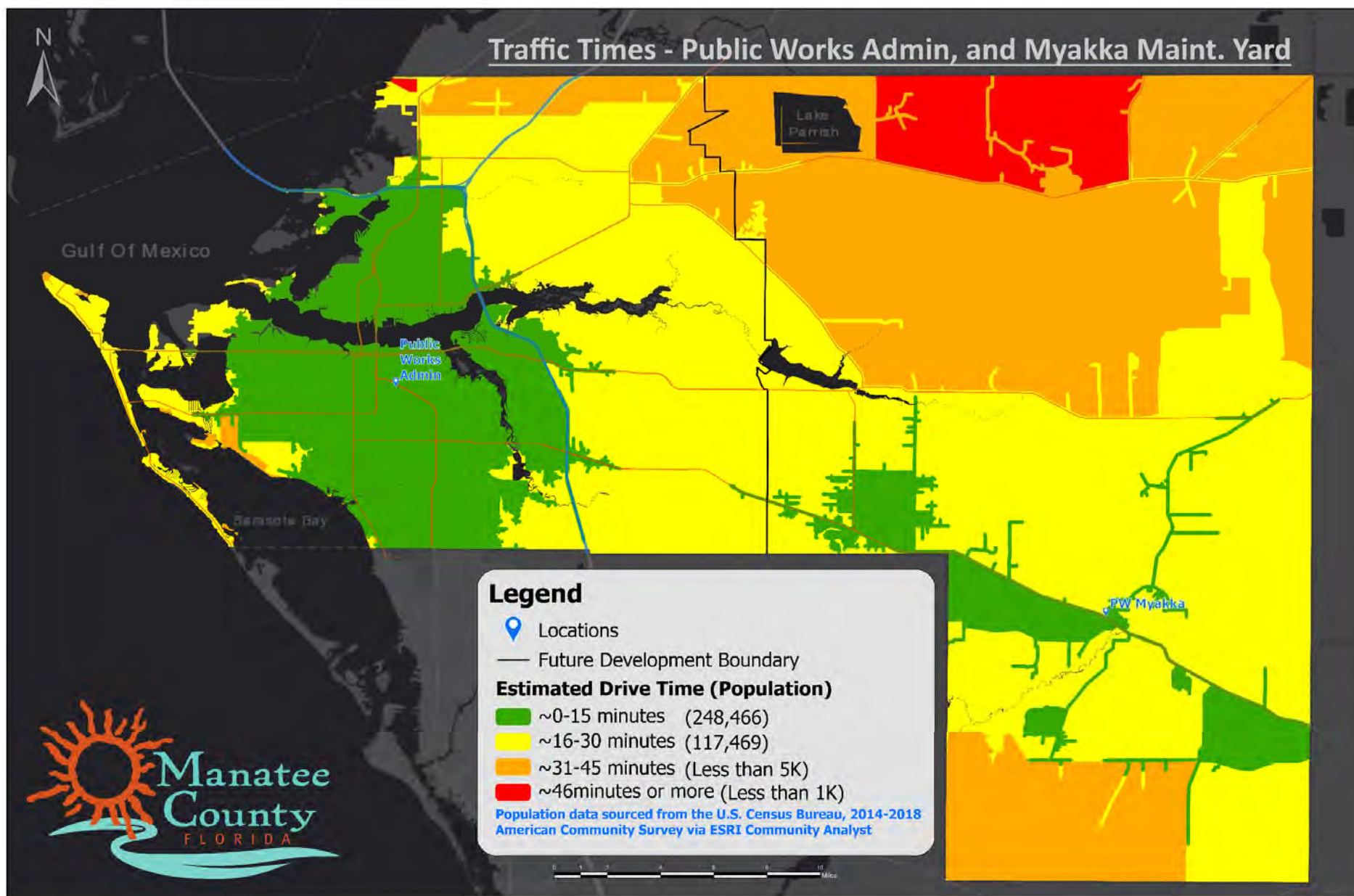
Central County Complex – Planned Uses

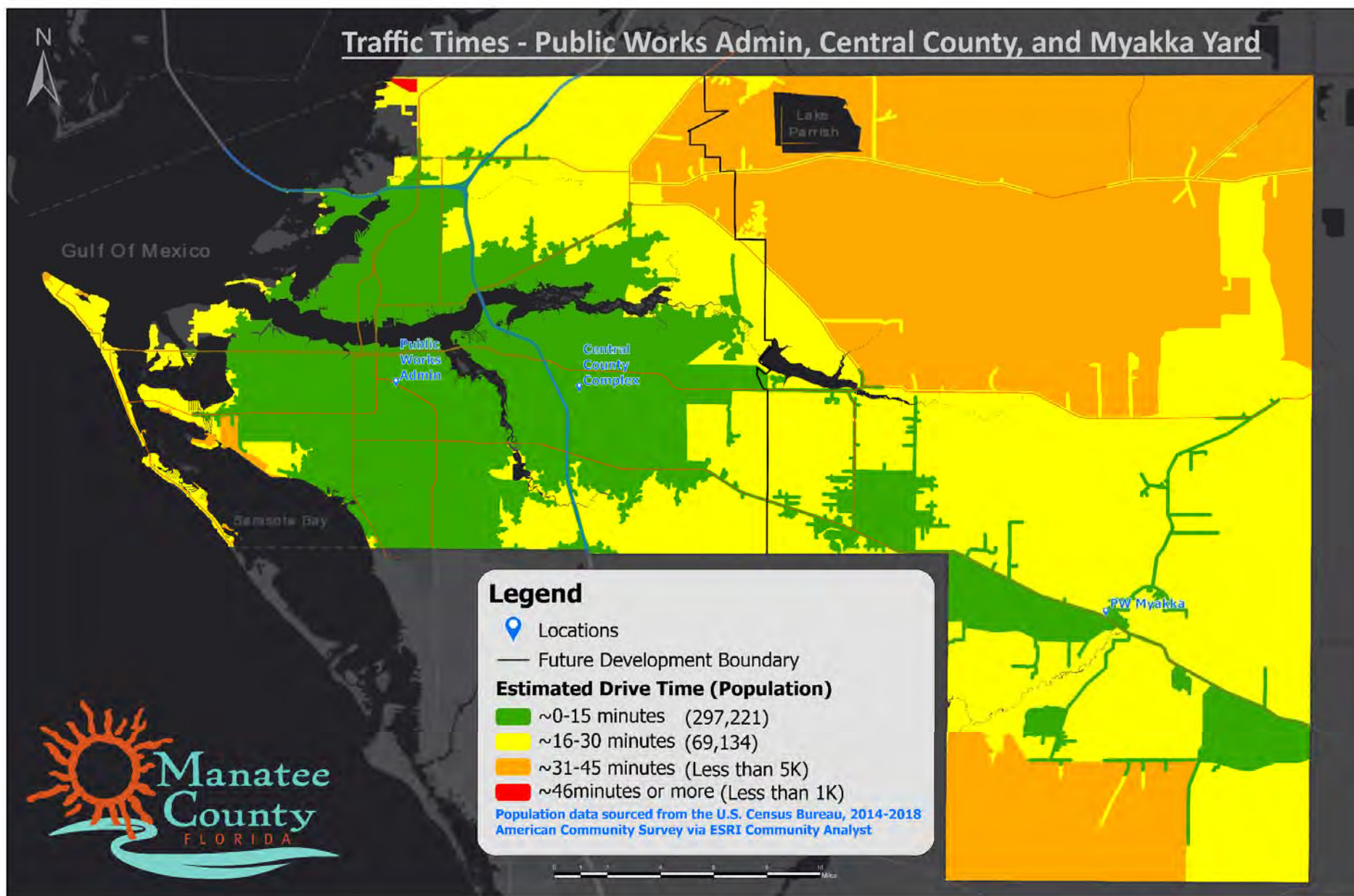
Public Works Department

- Field operations maintenance facility that will accommodate field crews
- Road maintenance materials and equipment
- Warehouse
- Fleet maintenance facility
 - Future facility consolidation potential



Existing 26th Ave Public Works Complex





Central County Complex – Planned Uses

Sheriff's Office

- District Office
 - Will serve as their control center and shelter in the event of hurricanes given the limited space in the Public Safety Building
- Evidence/records storage
- Fleet garage
 - New garage will include necessary upgrades and additional space
- Vehicle/equipment store
 - Expected to accommodate approximately 100 cruisers at any given time
 - Decreases fleet mileage & wear/tear on vehicles

Central County Complex – Planned Uses

Sheriff's Office

- New facility allows some future changes:
 - Changes to MSO properties/leases:
 - MSO Fleet FL Blvd (sell)
 - District 3 Office (NW SR 64/I-75) - end lease
 - Vehicles/equipment in two leased storage warehouses (end lease)
 - Crime scene lab
 - Relocation of property & evidence storage



Process

- If contract approved today by Board:
 - County has 30-day due diligence period with the owner.
 - Due diligence period ends successfully
 - Transaction closes between Oct. 14 and Dec.16, 2020
- If contract approved today by Board:
 - County has 30-day due diligence period with the owner.
 - Due diligence discovers issue
 - Agreement comes back to Board for review



Process

- If purchased, prior to any land development activities by the County, the site will be required to go thru the land development application and permitting processes.
 - Comprehensive Plan Amendment to P/SP-1
 - Rezoning (e.g., HM / PD-PI)
 - General Development Plan
 - These will be public hearings, held by the Planning Commission and the Board of County Commissioners.

Process

- After public hearings for land use approvals
 - Final Site Plan review process (detailed administrative civil engineering review)
 - Development of any individual portions of the site to address the actual parking, access, stormwater, grading plan, etc. and any related off-site improvements (turn lanes, etc.) that may be constructed.
- Site plans subject to other permitting entities, e.g., State and Federal agencies, prior to construction

Financial Plan

	<u>General Government</u>	<u>Utilities System</u>	<u>Total</u>
Land (160.99 Acres)	\$ 15,242,812	\$ 15,242,813	\$ 30,485,625
Access Road	1,575,000		1,575,000
Utilities Infrastructure		525,000	525,000
	<u>\$ 16,817,812</u>	<u>\$ 15,767,813</u>	<u>\$ 32,585,625</u>



Financial Plan

- Options for Financing:

- Option 1

- Pay with cash from reserves
 - General Government begins Bond process and Bonds issue in December 2020
 - Utilities re-evaluates with CIP process during the Budget for FY22

- **Option 2 (recommended)**

- Pay with cash from reserves
 - General Government and Utilities reassess need to bond with the February Pre-Budget Worksession in 2021.

- Option 3

- Pay with cash from reserves
 - General Government and Utilities reassess need to bond with Budget Process for FY22

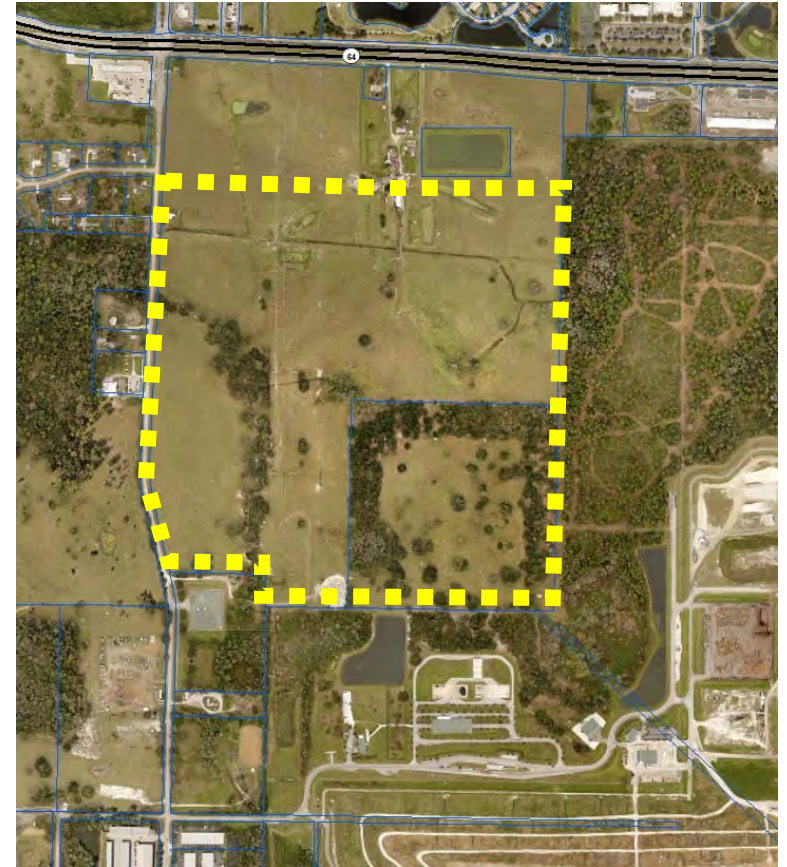
Summary

Cheri Coryea
County Administrator

Mike Gore
Director
Utilities Department

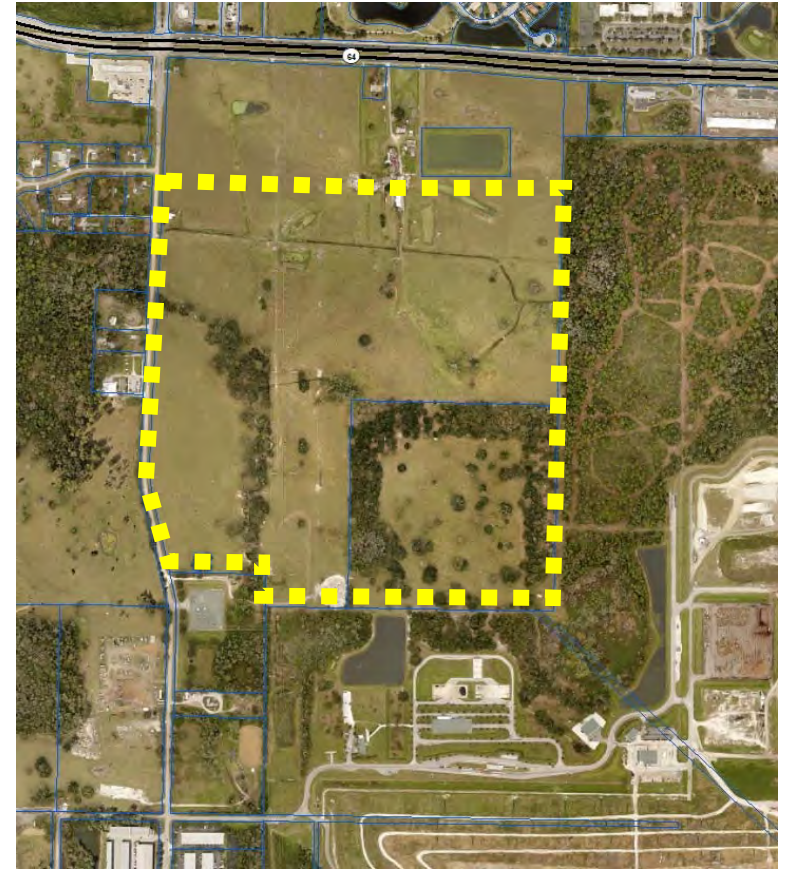
Recap

- Co-location of uses allows:
 - Development with multiple entities / investors more efficient use of money
 - Shared/master planning the parcel
 - Shared site development costs
 - Shared infrastructure costs
 - Efficient maintenance of facilities
- Centrally located to serve entire county
- Location increases efficiency of services (time in truck & response times)
- Cost savings in travel time for all operations
- Cost savings in equipment mileage
- Cost savings in air space for landfill \$75m



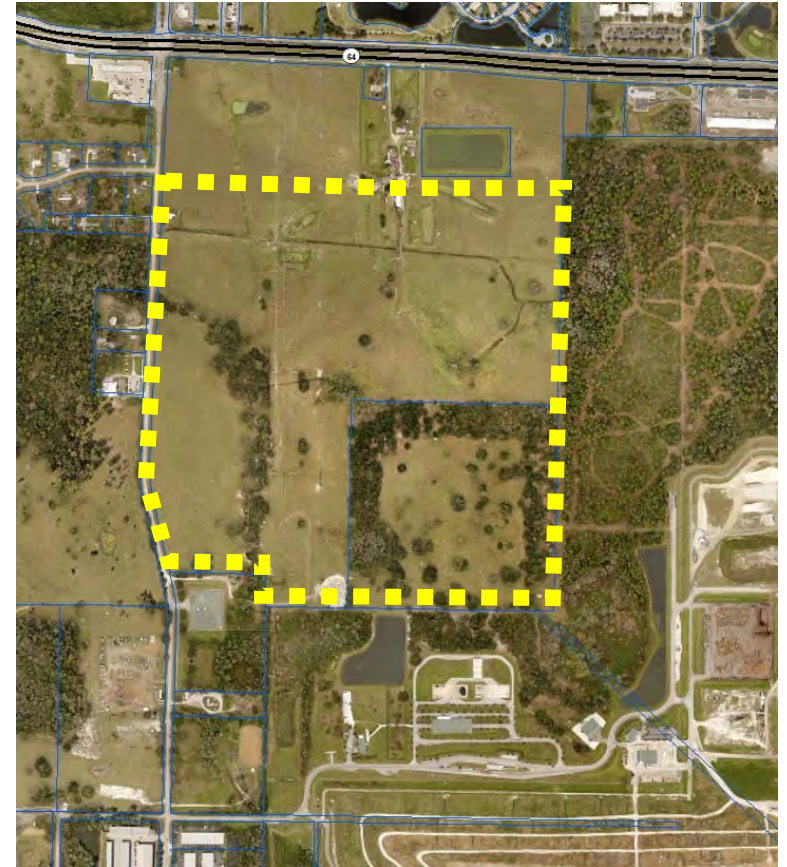
Recap

- No adjacent & limited residential in vicinity
- Area impacted with intense uses
- Existing adjacent ownership & uses
 - Lena Road Landfill
 - SE Wastewater Reclamation Facility
- Size allows opportunity for buffering & distancing of proposed uses
- Provides room for future growth
- Good access (SR 64, future 44th, Lena)
- Water, sewer lines existing - Lena, SR 64



Request

- Board authorization to enter into contract to purchase of subject property.
- Recommend purchase Option 2
 - Pay with cash from reserves
 - General Government and Utilities reassess need to bond with the February Pre-Budget Worksession in 2021.
- Questions



MCSO Vehicle Stats

- Current Fleet size is 959 Vehicles (Patrol Vehicles, SUV's, Trucks, Trailers, Buses, Undercover Vehicles, Command Vehicles, Motorcycles, ATV's, etc.)
- MCSO drives ~8.3 Million miles per year or 22,700 miles per day.
- Engine hours (idle time) is significantly higher on patrol vehicles than ordinary vehicles. Engines must run to supply power for all the installed electronics (computer, cameras, police radio, etc.) Therefore, odometer reading is not a true indicator of how worn a vehicle is.
- MCSO vehicles require an inordinate amount of maintenance to ensure they are safe and operational. Over 25,000 man-hours is required per year to service and maintain MCSO Vehicles.

MCSO Fleet Stats

- Built in 1975, originally designed and used as a vehicle inspection station.
- Current parcel size is only 1.0176 acres.
- Current garage size is only 7,632 Sq. Ft.
- (As a comparison, the County Fleet building on Tallevast Road is 36.28 acres with a 46,895 Sq. Ft. garage).
- MCSO Fleet Compound is not fenced and unsecure. Vehicles have been vandalized.
- MCSO Fleet is limited on size of vehicles it can service. Larger vehicles must be sent out for service (vehicles won't fit in garage, lifts can't get larger vehicles in the air, can't change large tires).
- Garage is located in the far SW corner of the county. Time on the road for Deputies to get to Fleet is a major concern.
- Area prone to flooding. During Hurricane Irma the entire facility was shut down and all vehicles relocated to the MCSO Operations Center. MCSO Fleet Technicians worked out of towable Fleet Trailer during hurricane.

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2020-09-18 10:32:24
-82.57746 +27.42236



2020-09-18 10:33:15
-82.57676 +27.42175



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-82.57654 -27.42202



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-82.57686 +27.42247



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2020-09-18 10:57:26
-82.57694 +27.422



2020-09-18 10:57:36
-82.57695 +27.422



CITIZENS' COMMENTS

(Agenda Items)



Item #: 58

CONSENT: ☒ NO ☐ YES

The Board of County Commissioners welcomes your comments. Your presentation must be limited to three (3) minutes per item or matter, with a total limit of ten (10) minutes. If appropriate, the matter(s) you present will be placed on a future commission agenda.

It is requested that you complete this form and return it to the receptionist prior to the beginning of the Citizens' Comments portion of the agenda.

Name: George Kraye
Address: 12506 Daisy Place
Phone: (Home) 941-321-5593 (Work) _____
Email: gkraye@gmail.com

Brief description of problem or concern:
