

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
DECEMBER 12, 2018

Agenda Item:

At the direction of the Village Council, staff and consultants have proceeded with review of issues related to the closing on the property.

Before proceeding to consider the financing of the acquisition the Council should be comfortable with all of the terms of the transaction. December 12 is the end of the Due Diligence period. Beyond this date, the Village is at penalty for \$5,000 should the closing not occur as scheduled.

The Council will be asked to approve, by motion, the Waiver of Contingencies and to move to closing.

Description:

At the Village Council meeting of November 28, 2018, the Agenda packet included a number of attachments related to this proposed action. Those materials still apply. In addition, new information is available. These items are attached.

Our real estate attorney, John Paulich and Village Attorney will present information on the property survey, the various leases on the property and the 3-party agreement, and other information related to the closing.

Action Requested:

Motion to waive contingencies and move to address financing issues.

Financial Impact:

As previously stated, the Village will have a penalty of \$5,000 should we continue and ultimately not close on the property.

Attachments:

1. Special Warranty Deed recorded at Instrument #2007000098020 containing the 99 year lease/obligation to convey language for the 5 acre parcel occupied by Dauray/College of Life (new Attachment "K")

2. Unrecorded Amendment and Modification to Reservation between College of Life Foundation, Inc. and Village Partners, LLC (new Attachment "L")
3. Termination document submitted to TPL for their review and comments (new Attachment "M")
4. 3-Party Agreement between Village Partners, the Trust for Public Land and the Village of Estero (updated version dated December 7, 2018)

ATTACHMENT 1

**ATTACHMENT "K" TO NOVEMBER 28, 2018 STAFF REPORT
SPECIAL WARRANTY DEED**

Record and Return to:

Emerald Title Company
2950 Tamiami Trail N., Suite 19
Naples, Florida 34103

This Instrument Prepared by:

John L. Farquhar, Esq.
Ruden, McClosky, Smith
Schuster & Russell, P.A.
5150 North Tamiami Trail
Suite 502
Newgate Tower
Naples, Florida 34103

Parcel I.D. Nos.: 28-46-25-00-00014.0020; 28-46-25-00-00015.0000
28-46-25-00-00016.0040; 28-46-25-00-00016.0050
28-46-25-00-00017.0000; 28-46-25-00-00018.0000
28-46-25-00-00033.0000; 28-46-25-00-00033.0010
32-46-25-00-00002.0000; 33-46-25-00-00001.0000
33-46-25-00-00003.0000; 33-46-25-00-00004.0000
33-46-25-00-00005.0000; 33-46-25-00-00006.0000
33-46-25-00-00007.0000; 33-46-25-00-00009.0000
33-46-25-00-00013.0000; 33-46-25-00-00001.0040
33-46-25-00-00010.0000

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPECIAL WARRANTY DEED

THIS *SPECIAL WARRANTY DEED*, made this 22nd day of March, 2007, by **COLLEGE OF LIFE FOUNDATION, INC., a Florida not-for-profit corporation f/k/a KORESHAN UNITY FOUNDATION, INC.**, whose post office address is Post Office Box 97, Estero, Florida 33928 ("Grantor") to **VILLAGE PARTNERS, LLC, a Florida limited liability company**, whose post office address is 9130 Corsea del Fontana Way, Naples, Florida 34109 ("Grantee").

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remises, conveys and confirms unto the Grantee all of that certain land situate in Lee County, Florida ("Property"), as follows:

See **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT TO: Grantor's reservation of the right to use the approximately five (5) acre parcel of property described on **Exhibit "B"** ("Reserved Property") which is attached hereto and made a part hereof for Grantor's purposes including but not limited to maintenance of the existing house, expansion of administrative and workshop facilities for use by Grantor and although the Reserved Property is included within this conveyance and will continue to be included in the zoning applications the uses for the Grantor shall be included in such applications thereof and after the zoning and development process has been substantially completed the Reserved Property shall be leased back to Grantor in the form of a 99 year lease at \$1.00 per year (with renewal options) or if agreed by both parties conveyed as a fee simple condominium unit or other fee simple conveyance without title exceptions except for those existing when the deed of which this is a part was granted to Grantee. Grantor shall not lose its right to continue to occupy the Reserved Property at all times. Grantor shall have easements for convenient access, utilities and all other items necessary to serve the Reserved Property over the Property including but not limited to between the Reserved Property and Corkscrew Road, including the access road, gate and other facilities presently there or reasonably installed in the future to serve the Reserved Property and the right to repair or replace such facilities. Grantor acknowledges and agrees that the Reserved Property shall be utilized substantially as set forth above by Grantor or any successor by name change, merger or similar change to a not for profit corporation and may be used by one or more of the present or former officers, directors, trustees, or employees of such organization or former organization which may be for residential purposes, administrative purposes and fund raising for the Grantor or such successor organization including Grantor or any successor may operate its businesses (which shall not be a retail business) other than such use it shall not be used for any other type of commercial operation. If the Reserved Property is not utilized for such purposes, Grantee shall have the right after ninety (90) days written notice to correct any continuing material misuse of the Reserved Property to Grantor or its successor to bring a judicial action based upon such continuing material misuse of the Reserved Property to terminate the lease or to require the Reserved Property to be re-conveyed to Grantee.

FURTHER SUBJECT, to those matters described on **Exhibit "C"** attached hereto and made a part hereof without intending to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto appertaining; and

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

EXHIBIT A

Property

Parcel 1: That portion of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 33, Township 46 South, Range 25 East, Lee County, Florida, located East of State Road 45, North of Corkscrew Road and South of the Estero River.

Less and Excepting the following described parcel deed to the State of Florida: That portion of the Northeast 1/4 of Section 33, Township 46 South, Range 25 East, Lee County, Florida. Being described as follows: Commence at the northwest corner of said northeast 1/4 of Section 33; thence along the north line of said Section 33, North 88°41'44" East a distance of 720.02 feet to the survey base line for State Road 45 and the beginning of a curve concave easterly; thence along said survey base line the arc of said curve to the left, having a radius of 17,156.74 feet, a central angle of 00°02'16", an arc length of 11.30 feet, the chord for which bears South 02°26'35" East to the end of said curve; thence continue along said survey base line, South 02°27'43" East a distance of 333.90 feet; thence North 87°32'17" East a distance of 42.00 feet to the east existing right of way line of State Road 45 (per Section 1201-203) for a POINT OF BEGINNING; thence along said east existing right of way line North 02°27'43" West a distance of 333.90 feet to the beginning of a curve concave easterly; thence along said east existing right of way line the arc of said curve to the right, having a radius of 17,114.74 feet, a central angle of 00°01'00", an arc length of 5.01 feet, the chord for which bears North 02°27'13" West to a point on the south mean high water line of Estero River and the end of said curve; thence along said south mean high water line North 55°52'42" East a distance of 0.72 feet; thence continue along said south mean high water line North 73°06'48" East a distance of 15.22 feet; thence South 02°35'52" East a distance of 80.23 feet; thence North 87°22'47" East a distance of 3.46 feet; thence South 02°27'43" East a distance of 262.86 feet; thence South 87°32'17" West a distance of 19.00 feet to the POINT OF BEGINNING.

Parcel 2: The West 1/2 of the West 1/2 of the West 1/2 of the Northeast 1/4 (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 33, Township 46 South, Range 25 East, Lee County, Florida lying South of the Estero River and North of Corkscrew Road.

Parcel 3: The East 1/2 of the West 1/2 of the Northeast 1/4 of the North East 1/4 Section 33. Township 46 South, Range 25 East, Lee County, Florida; LESS and EXCEPT Road Right of Way for State Road S-850, also known as Corkscrew Road, as described in OR Book 1171, Page 800, Public Records of Lee County, Florida.

Parcel 4: That portion of the West 1/2 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 46 South, Range 25 East, lying South of the Estero River; LESS and EXCEPT Road Right of Way for State Road S-850, also known as Corkscrew Road, and in OR Book 1145, Page 1622, and in OR Book 1130 Page 1654, Public Records of Lee County, Florida and LESS and EXCEPT Right of Way for Railroad as set forth in Deed Book 70, Page 167, lying and being in Lee County, Florida.

AND

FTL:2107355:5

That portion of the East ½ of the East ½ of the Northeast ¼ of the Northeast ¼ of Section 33, Township 46 South, Range 25 East, lying South of the Estero River, LESS and EXCEPT Road Right of Way for State Road S-850, also known as Corkscrew Road, and in OR Book 1145, Page 1622, and in OR Book 1130, Page 1654, Public Records of Lee County, Florida and LESS and EXCEPT the Right of Way for Sandy Lane.

Parcel 5: A parcel of land lying in the Southeast ¼ of Section 28, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows: Commencing at the Southeast corner of said Section 28; thence along the South line of said Section 28 South 88°49'24" West 1317.05 feet to the Point of Beginning; thence North 00°30'20" West 150 feet; thence South 89°29'40" West 30 feet; thence North 00°30'20" West 587.60 feet to the South right of way line of County Road; thence along said South right of way line South 88°13'13" West 536.92 feet to the Easterly right of way line of Tamiami Trail (S.R. 45, U.S. 41); thence along said Easterly right of way line South 01°01'31" East 317.71 feet to the beginning of a curve concave to the East, having a radius of 17,114.74 feet, a central angle of 00°34'05" a chord of 169.71 feet and a chord bearing of South 01°18'34" East, thence along the arc of said curve 169.71 feet; thence South 63°21'40" East for 24.04 feet to the beginning of a curve concave to the Southwest, having a radius of 36 feet, a central angle of 95°59'42" a chord of 53.51 feet and a chord bearing of South 15°21'48" East; thence along the arc of said curve 60.32 feet to a point of reverse curve concave to the Southeast having a radius of 50.00 feet, a central angle of 34°26'02" a chord of 29.60 feet and a chord bearing of South 15°25'03" West; thence along the arc of said curve 30.05 feet to a point of tangency; thence South 01°47'58" East 2.54 feet; thence North 89°24'34" East 32.19 feet; thence South 00°35'26" East 150.51 feet to the South line of said Section 28, thence along the South line of said Section 28 North 88°49'24" East 502.09 feet to the Point of Beginning.

Together with: The Northeast ¼ of the Northwest ¼ of the Northeast ¼ lying North of the Estero River in Section 33, Township 46 South, Range 25 East, Lee County, Florida.

Less and excepting the following described portion of premises as deeded to the State of Florida: That portion of the Southeast ¼ of Section 28, Township 46 - South, Range 25 East, Lee County, Florida. Being described as follows: Commence at the Southwest corner of said southeast ¼ of Section 28; thence along the south line of said Section 28, North 88°41'44" East a distance of 720.02 feet to the survey base line for State Road 45 and the beginning of a curve concave easterly; thence along said survey base line the arc of said curve to the right, having a radius of 17,156.74 feet, a central angle of 00°48'22", an arc length of 241.41 feet, the chord for which bears North 02°01'16" West to the end of said curve; thence North 88°22'55" East a distance of 42.00 feet to the east existing right of way line of State Road 45 (per Section No. 1201-203) for a POINT OF BEGINNING and the beginning of a curve concave easterly; thence along said east existing right of way line, the arc of said curve to the right, having a radius of 17,114.74 feet, a central angle of 00°34'37", an arc length of 172.33 feet, the chord for which bears North 01°19'46" West to the end of said curve; thence continue along said east existing right of way line North 01°02'28" West a distance of 316.64 feet to the south right of way line of Alturas Road; thence along said south right of way line North 88°13'47" East a distance of 10.00 feet; thence South 01°02'28" East a distance of 131.16 feet; thence

South 02°27'43" East a distance of 367.61 feet; thence North 63°22'34" West a distance of 20.60 feet to the POINT OF BEGINNING.

Parcel 6: Lots 9 through 14, MARSHALL'S ESTERO RIVER GROVES, according to the map or plat thereof as recorded in Plat Book 12, Page 131, Public Records of Lee County, Florida and that parcel South of Lots 11 and 12, MARSHALL'S ESTERO RIVER GROVES, as recorded in Plat Book 12, Page 131, lying West of Highland Avenue, North of County Road and East of Estero Court, Lee County, Florida.

Parcel 7: Beginning at the Southeast corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida thence South 89° 39' 57" West 247 feet to the POINT OF BEGINNING, thence South 89° 39' 57" West 247.50 feet to a point, thence North 0° 17' 55" West 1,559.22 feet to a point, thence North 89° 51' 30" East 247 feet to a point, thence South 0° 17' 55" East 734.68 feet to a point, thence North 89° 39' 57" East 12.50 feet, thence South 0° 17' 55" East 812.50 feet, thence South 89° 39' 57" West 12 feet, thence South 00° 17' 55" East 11.50 feet to the POINT OF BEGINNING.

Together with: Beginning at the Southeast corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida, run thence North 0° 17' 55" West along the East line of said section, 254.00 feet to the POINT OF BEGINNING, thence North 0° 17' 55" West 12.00 feet to a point, thence South 89° 39' 55" West 235.00 feet, thence South 0° 17' 55" East 12.00 feet to a point, run thence North 89° 39' 57" East 235.00 feet to the Point of Beginning, Less and Except the Right of Way for Sandy Lane.

And

Beginning at the Southeast corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida, run thence South 89° 39' 57" West for 247.00 feet to the POINT OF BEGINNING, thence South 0° 17' 55" East to the Center of the Estero River, thence westerly along the centerline of the Estero River to the Easterly Right of Way Line of the SCL Railroad, thence North 1° 17' 55" West to a point South 89° 39' 57" West of the POINT OF BEGINNING, thence North 89° 39' 57" East 247.50 feet to the POINT OF BEGINNING.

And

A parcel or tract of land lying in the Southeast 1/4 of Section 28, Township 46 South, Range 25 East, Lee County, Florida more particularly described as follows: Commence at the Southeast corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida, run thence South 89° 39' 57" West for 247.00 feet to the point of beginning of Parcel I as described in O.R. Book 1687, Page 3443, Public Records of Lee County, Florida; thence North 0° 17' 55" West for 11.5 feet, thence North 89° 39' 57" East for 12.00 feet; thence North 0° 17' 55" West for 812.50 feet to the POINT OF BEGINNING; thence South 89° 39' 57" West for 12.50 feet; thence North 0° 17' 55" West along the Easterly boundary of said Parcel I for 120.00 feet; thence North 89° 39' 57" East for 12.50 feet; thence South 0° 17' 55" East for 120.00 feet more or less to the Point of Beginning.

And

Beginning at the Southeast Corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida, thence North along the East line of said quarter section 314 feet to the POINT

OF BEGINNING, continue thence North along the same bearing for a distance of 90 feet to a point, thence West 235 feet to a point, thence South, parallel to the East line of said quarter section for a distance of 90 feet to a point, thence 235 feet to the Point of Beginning. LESS and EXCEPT the Right of Way for Sandy Lane.

And

Also, beginning at the Southeast corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida, thence North along the East line of said quarter section 266 feet to the POINT OF BEGINNING, continue thence North along the same bearing for a distance of 48 feet to a point, thence West 235 to a point, thence South, parallel to the East line of said quarter section for a distance of 48 feet to a point, thence East 235 feet to the Point of Beginning. LESS and EXCEPT the Right of Way for Sandy Lane.

Parcel 8: Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 33, Township 46 South, Range 25 East; thence South 650 feet; thence East 82.50 feet, thence North 650 feet; thence west 82.50 feet to the Point of Beginning; EXCEPTING THEREFROM that part of the herein described property lying South of the Estero River, lying in Lee County, Florida

Parcel 9: Southwest quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 46 South, Range 25 East, Lee County, Florida, LESS the North 105 feet of the West 210 feet. TOGETHER WITH an easement for ingress and egress described as follows: Easterly 30 feet of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 28, Township 46 South, Range 25 East, LESS the South 150 feet.

Parcel 10: That portion of the following described property lying, situate and being North of the Center line of the Estero River described as follows: Commencing at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 33, Township 46 South, Range 25 East thence run South 650 feet thence run East 82.50 feet to the Point of Beginning of the land hereby conveyed, thence East 82.50 feet; thence North 650 feet; thence West 82.50 feet; thence South 650 feet to the Point of Beginning.

Parcel 11: The South half of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section 28 Township 46 South, Range 25 East, Lee County, Florida.

Parcel 12: Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 28, Township 46 South, Range 25 East, Lee County, Florida., thence run East 210 feet; thence run South 105 feet; thence run West 210 feet; thence run North 105 feet to the Point of Beginning.

Parcel 13: A tract or parcel of land lying in Section 28, Township 46 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows: Commencing at the Southeast corner of said Section 28 run S88°49'17"W along the South line of the Southeast Quarter (SE ¼) of said Section 28 for 1,317.02 feet to the Southeast Corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 28; thence run N00°31'19"W along the East line of said Fraction for 150.00 feet to the POINT OF BEGINNING. From said Point of Beginning run S89°28'41"W for 30.00 feet; thence run N00°31'19"W along the West line of the East 30 feet of said Fraction for 587.60 feet to an

intersection with the South line of County Road right of way line (50' wide); thence run N88°12'14"E along said South right of way line for 30.01 feet to an intersection with said East line of said Fraction; thence run S00°31'19"E along said East line for 588.27 feet to the POINT OF BEGINNING.

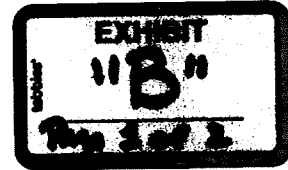
Barraco
and Associates, Inc.

www.barraco.net

Civil Engineers, Land Surveyors and Planners

DESCRIPTION

Parcel in
Section 33, Township 46 South, Range 25 East
Lee County, Florida



A tract or parcel of land lying in Section 33, Township 46 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

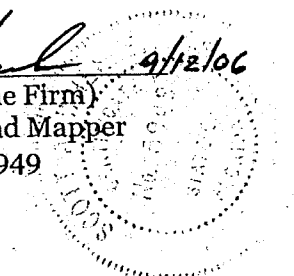
Commencing at the Northeast Corner of said Section 33 run S88°49'17"W along the North line of the Northeast Quarter (NE 1/4) of said Section 33 for 658.51 feet to the Northeast Corner of the East Half (E 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 33 and the POINT OF BEGINNING.

From said Point of Beginning run S01°09'54"E along the East line of said Fraction for 661.34 feet; thence run S88°49'17"W for 329.41 feet to an intersection with the West line of said Fraction; thence run N01°09'06"W along said West line for 661.34 feet to the Northwest Corner of said Fraction; thence run N88°49'17"E along the North line of said Fraction for 329.26 feet to the POINT OF BEGINNING.

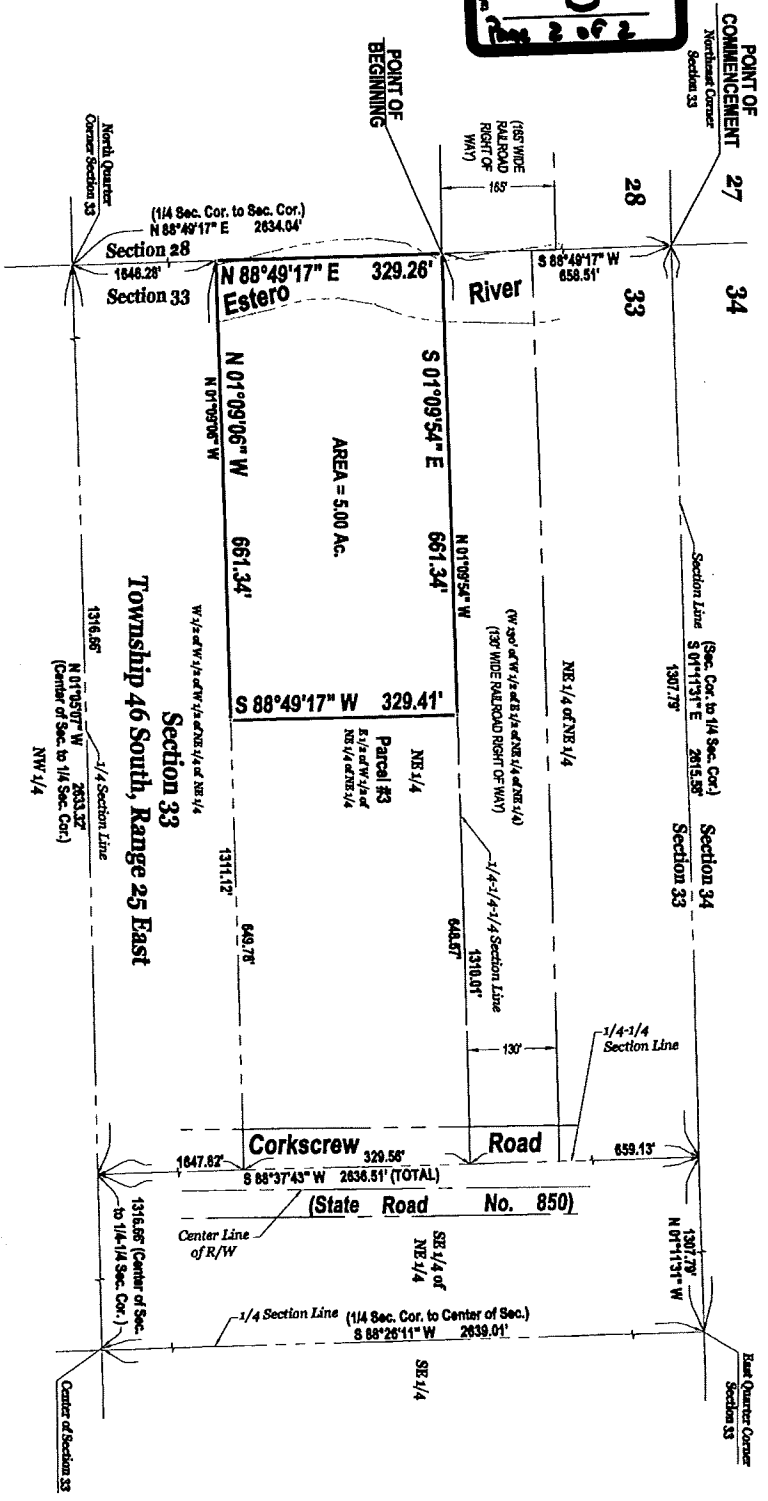
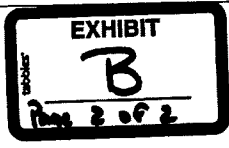
Containing 5.00 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/90 adjustment) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 33 to bear S89°49'17"W.

Scott A. Wheeler 9/12/06
Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949



L:\21986 - JED-Koreshan Rezoning\DESC\21986SK06DESC.DOC



NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. INST NO. - DENOTES INSTRUMENT NUMBER.
3. L.C.R. - DENOTES LEE COUNTY PUBLIC RECORDS.
4. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
5. P.B. - DENOTES PLAT BOOK, LEE COUNTY PUBLIC RECORDS.
6. PG. - DENOTES PAGE.
7. COR. - DENOTES CORNER.
8. SEC. - DENOTES SECTION.
9. BEARINGS HERINAbove ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33 TO BEAR SOUTH 88°49'17" WEST.
10. DESCRIPTION IS ATTACHED



THIS IS NOT A SURVEY

SCOTT A. WHEELER (FOR THE FIRM: 1.B86940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3549

DATE SIGNED: 9/12/02

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BATRACO
Civil Engineering, Land Surveying and Mapping, Inc.
10000 W. US Highway 90, Suite 100
Fort Worth, Texas 76133
Phone: (817) 412-1111
Fax: (817) 412-1112
www.batracoco.com

J.E.D. of
Southwest
Florida, Inc.

A PARCEL OF LAND IN SECTION 33 TOWNSHIP 46 SOUTH RANGE 25 EAST LEE COUNTY, FLORIDA

DATE: 9/12/02
BY: Scott A. Wheeler
FOR: J.E.D. of Southwest Florida, Inc.

PROJECT NO.: 10000
SHEET NO.: 2 OF 2

EXHIBIT "C"

1. The lien of all taxes for the year 2007 and thereafter, which are not yet due and payable.
2. Grant of Utility Easement granted to Gulf Utility Company by instrument recorded in Official Records Book 2715, page 121, of the Public Records of Lee County, Florida. (As to Parcel 1)
3. Reserving unto the State of Florida easement for state road Right of way 200 feet wide as set out in Deed recorded in Deed Book 144, page 530, Public Records of Lee County, Florida.(As to Parcel 2)
4. Easement granted to Florida Power and Light by instrument recorded in Deed Book 288, page 426, of the Public Records of Lee County, Florida. (As to Parcel 3)
5. Easement for ingress and egress as contained in Deed recorded in Official Records Book 1677, page 1820, Public Records of Lee County, Florida.
6. Easement as reserved in Deed recorded in Official Records Book 1263, page 643, Public Records of Lee County, Florida.
7. Amendment and Extension to Lease recorded under ORI No.2007000044018, Public Records of Lee County, Florida.
8. Title to any portion of the land lying below the mean high water line of Estero River, unaffected by fills, man-made jetties and bulkheads.
9. Riparian rights and littoral rights, if any, incident to the land.
10. Terms and conditions of any unrecorded leases as to tenants in possession.
11. Reservations in favor of Grantor contained in this Special Warranty Deed as to the property described in **Exhibit "B"**.

All the recording information referenced herein refers to the Public Records of Lee County, Florida.

ATTACHMENT 2

**ATTACHMENT "L" TO NOVEMBER 28, 2018 STAFF REPORT
UNRECORDED AMENDMENT AND MODIFICATION TO
RESERVATION BETWEEN COLLEGE OF LIFE FOUNDATION,
INC. AND VILLAGE PARTNERS, LLC**

AMENDMENT AND MODIFICATION TO RESERVATION OF RIGHT
TO USE PROPERTY

By and between

COLLEGE OF LIFE FOUNDATION, INC., a Florida not-for-profit corporation, f/k/a
Koreshan Unity Foundation, Inc., with an address at Post Office Box 97, Estero, Florida 33928
("COL")

and

VILLAGE PARTNERS, LLC, a Florida limited liability company, with an office at 9130
Corsea del Fontana Way, Naples, Florida 34109 ("VP").

WITNESSETH:

WHEREAS, COL executed and delivered a Deed ("Deed") dated March 22, 2007
conveying to VP certain property ("VP Property") located in Lee County, Florida, which Deed
was recorded in the Office of the Lee County Clerk of Circuit Court at Instrument
No. 2007000098020, Page 11; and

WHEREAS, under the Deed, COL reserved a right to use the approximately 5 acres of
the Property described on Exhibit B to said Deed ("Reserved Property") under and subject to
terms and provisions set forth in said Deed ("Reservation"); and

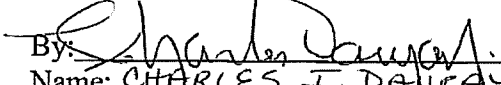
WHEREAS, COL and VP have agreed that the terms of the Reservation shall be limited
as set forth below.

NOW, THEREFORE, intending to be legally bound and for good and valuable
consideration, receipt of which is hereby acknowledged, the parties agree as follows:

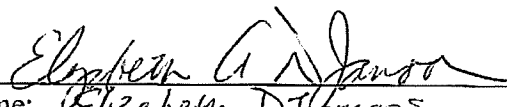
1. The above recitals are incorporated herein as if set forth fully in their entirety.
2. COL and VP hereby agree that notwithstanding anything to the contrary
contained in the Deed, such right of COL to use the Reserved Property pursuant to the
Reservation shall automatically terminate upon the death of Charles J. Dauray, the present CEO,
Chairman and President of COL. COL shall remove all personal property of COL and
Mr. Dauray from the Reserved Property within 120 days following the death of Mr. Dauray; if
COL fails to timely remove, or cause to be removed, such personal property, VP may dispose of
the same at COL's cost and expense. COL hereby covenants and agrees to provide written
notice to VP at the above address of the death of Mr. Dauray promptly upon Mr. Dauray's death.
3. COL hereby acknowledges and agrees that all references in the Reservation in the
Deed to a lease or conveyance of the Reserved Property are hereby declared null and void and of
no further force and effect.

WITNESS the due execution hereof this 24th day of AUGUST, 2010.

COLLEGE OF LIFE FOUNDATION, INC.

By: 
Name: CHARLES J. DAURAY
Title: CHAIRMAN, CEO & PRESIDENT

VILLAGE PARTNERS, LLC

By: 
Name: Elizabeth Dillmoos
Title: Manager

STATE OF FLORIDA)
) ss:
COUNTY OF COLLIER)

On this, the 24th day of AUGUST, 2010, before me, a Notary Public, the undersigned officer, personally appeared CHARLES J. DAURAY, who acknowledged himself/herself to be CHAIRMAN, CEO & PRESIDENT of COLLEGE OF LIFE FOUNDATION, INC., a Florida not-for-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Angela Tompkins
Notary Public

[Notarial Seal]

My commission expires:



STATE OF Florida)
) ss:
COUNTY OF Collier)

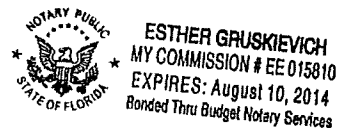
On this, the 30th day of August, 2010, before me, a Notary Public, the undersigned officer, personally appeared Elizabeth A. D. James who acknowledged himself/herself to be Manager of VILLAGE PARTNERS, LLC, a Florida limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Esther Gruskievich
Notary Public

[Notarial Seal]

My commission expires:



ATTACHMENT 3

**ATTACHMENT "M" TO NOVEMBER 28, 2018 STAFF REPORT
TERMINATION DOCUMENT SUBMITTED TO TPL
FOR THEIR REVIEW AND COMMENTS**

This Instrument Prepared By:
John Paulich III, Esq.
GrayRobinson, P.A.
3838 Tamiami Trail North, Suite 410
Naples, Florida 34103
239-598-3601

Parcel I.D. Number: _____

TERMINATION OF 99 YEAR LEASE AND CONVEYANCE OBLIGATION

AND

AMENDMENT AND MODIFICATION OF RIGHT TO USE PROPERTY

This Termination of 99 Year Lease and Conveyance Obligation and Amendment and Modification of Right To Use Property is entered into by and between the College of Life Foundation, Inc., a Florida not-for-profit corporation, f/k/a Koreshan Unity Foundation, Inc., a Florida not-for-profit corporation, whose post office address is P.O. Box 97, Estero, Florida 33929 (“COL”), Charles J. Dauray, a single man, whose post office address is P.O. Box 97, Estero, Florida 33929 (“Dauray”), and Village Partners, LLC, a Florida limited liability company, whose post office address is P.O. Box 2505, Bonita Springs, Florida 34113 (“VP”).

Whereas, COL executed and delivered a Special Warranty Deed dated March 22, 2007 and recorded March 26, 2007 at Instrument Number 2007000098020, Public Records of Lee County, Florida (“Deed”); and

Whereas, the Deed reserved in the Grantor, COL, a right to use an approximate five (5) acre parcel of the conveyed property (“Reservation”), said parcel being described on Exhibit “A” attached hereto (“Reserved Property”); and

Whereas, the Reservation includes a provision requiring the Grantee, VP, to lease back the Reserved Property to COL in the form of a 99 year lease with renewal options (“Lease”) or to convey the Reserved Property to COL in fee simple upon the completion of certain conditions; and

Whereas, the parties hereto have not transferred, conveyed, assigned, or encumbered any right, title or interest in the Reserved Property; and

Whereas, it is the desire of the parties to amend and modify the Reservation in the Deed relating to the Reserved Property, and to terminate the Lease and any obligation to lease or convey the Reserved Property to COL.

Now, therefore, intending to be legally bound and for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein as if set forth fully in their entirety.

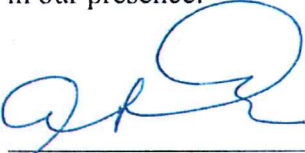
2. The parties terminate the Lease and any and all obligation to lease, transfer or convey the Reserved Property to COL. The parties acknowledge and agree that any and all references in the Deed to a lease or conveyance of the Reserved Property are hereby declared null and void and of no further force and effect.

3. Subject to the Amendment and Modification of Right To Use Property contained in Section 4 below, COL and Dauray hereby grant, bargain, sell, aliens, remise, release, convey and confirm unto VP, all that certain land situate in Lee County, Florida, described herein as Exhibit "A" attached hereto and made a part hereof, and known as the Reserved Property. Except for the Right To Use described in Section 4 below, neither COL nor Dauray claims any right, title or interest in the Reserved Property.

4. Amendment and Modification of Right To Use Property. The Reservation of a right to use the Reserved Property contained in the Deed is amended and modified to read as follows:

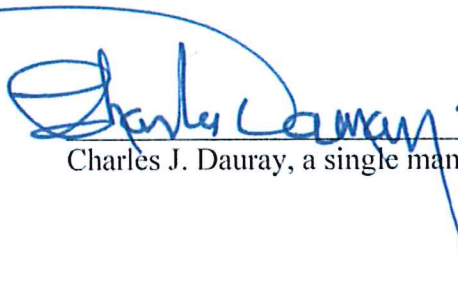
VP grants to COL the exclusive right to use the Reserved Property for COL's purposes including but not limited to maintenance of the existing house and expansion of administrative and workshop facilities for use by COL ("Right To Use"). COL shall have easements for convenient access, utilities and all other items necessary to serve the Reserved Property including but not limited to access between the Reserved Property and Corkscrew Road, including the access road, gate and other facilities presently there or reasonably installed in the future to serve the Reserved Property and the right to repair or replace such facilities. VP acknowledges and agrees that the Reserved Property shall be utilized substantially as set forth above by COL or any successor by name change, merger or similar change to a not for profit corporation and may be used by one or more of the present or former officers, directors, trustees, or employees of such organization and which may be for residential purposes, administrative purposes and fund raising for COL or such successor organization including COL or any successor may operate its businesses (which shall not be a retail business) other than such use shall not be used for any other type of commercial operation. If the Reserved Property is not utilized for such purposes, VP or its successors in interest shall have the right after ninety (90) days written notice to COL to require COL to correct any continuing material misuse of the Reserved Property by COL or its successor, failing which VP or its successor may bring a judicial action based upon such continuing material misuse of the Reserved Property to terminate this Right To Use. COL shall be responsible for all taxes, insurance and maintenance of the Reserved Property during the term of the Right To Use. Unless terminated earlier, this Right To Use shall automatically terminate upon the death of Dauray. COL shall remove all personal property of COL and Dauray from the Reserved Property within one hundred twenty (120) days following the death of Dauray. In the event that COL fails to timely remove, or cause to be removed, such personal property, VP or its successor may dispose of the same at COL's cost and expense. COL hereby

Signed, sealed & delivered
in our presence:

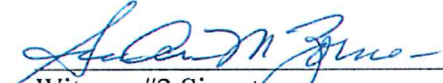


Witness #1 Signature
Arlene Sanchez

Witness #1 Printed Name



Charles J. Dauray, a single man



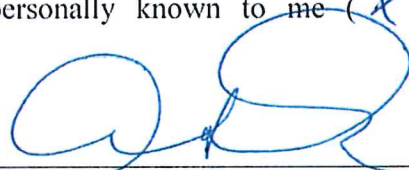
Witness #2 Signature
Savannah M. Zornes

Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF LEE

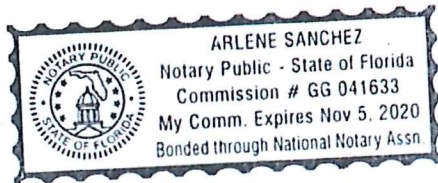
The foregoing instrument was acknowledged before me this ___ day of December, 2018
by Charles J. Dauray, a single man, () personally known to me (X) provided
Drivers License as picture identification.



Notary Public

My Commission Expires:

(Seal)

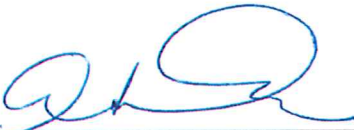


covenants and agrees to provide written notice to VP or its successor of the death of Dauray promptly upon Dauray's death.

In Witness Whereof, the parties hereto have signed and sealed these presents effective the ___ day of December, 2018.

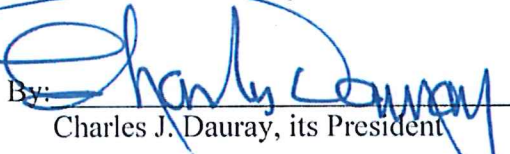
Signed, sealed & delivered
in our presence:

College of Life Foundation, Inc., a Florida
Not-For-Profit Corporation



Witness #1 Signature
Arlene Sanchez

Witness #1 Printed Name

By: 
Charles J. Dauray, its President



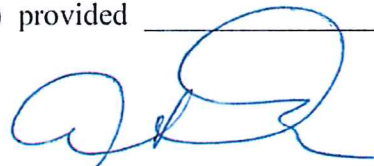
Witness #2 Signature
SUSAN M. CORNE

Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF LEE

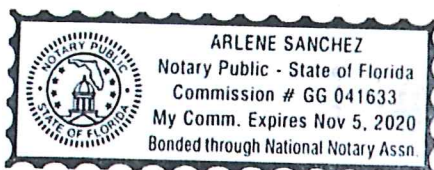
The foregoing instrument was acknowledged before me this ___ day of December, 2018 by Charles J. Dauray, as President of College of Life Foundation, Inc., a Florida not-for-profit corporation, () personally known to me () provided _____ as picture identification.



Notary Public

My Commission Expires:

(Seal)



Signed, sealed & delivered
in our presence:

Village Partners, LLC, a Florida Limited
Liability Company

Witness #1 Signature

By: _____
Elizabeth D'Jamoos, its Manager

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of December, 2018
by Elizabeth D'Jamoos, Manager of Village Partners, LLC, a Florida limited liability company,
() personally known to me () provided _____ as picture identification.

Notary Public

My Commission Expires: _____ (Seal)

EXHIBIT

"A"

Page 1 of 2

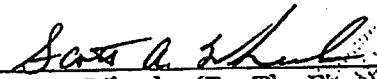
DESCRIPTION

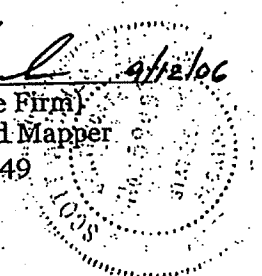
Parcel in
Section 33, Township 46 South, Range 25 East
Lee County, Florida

A tract or parcel of land lying in Section 33, Township 46 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Commencing at the Northeast Corner of said Section 33 run S88°49'17"W along the North line of the Northeast Quarter (NE 1/4) of said Section 33 for 658.51 feet to the Northeast Corner of the East Half (E 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 33 and the POINT OF BEGINNING.
From said Point of Beginning run S01°09'54"E along the East line of said Fraction for 661.34 feet; thence run S88°49'17"W for 329.41 feet to an intersection with the West line of said Fraction; thence run N01°09'06"W along said West line for 661.34 feet to the Northwest Corner of said Fraction; thence run N88°49'17"E along the North line of said Fraction for 329.26 feet to the POINT OF BEGINNING.
Containing 5.00 acres, more or less.

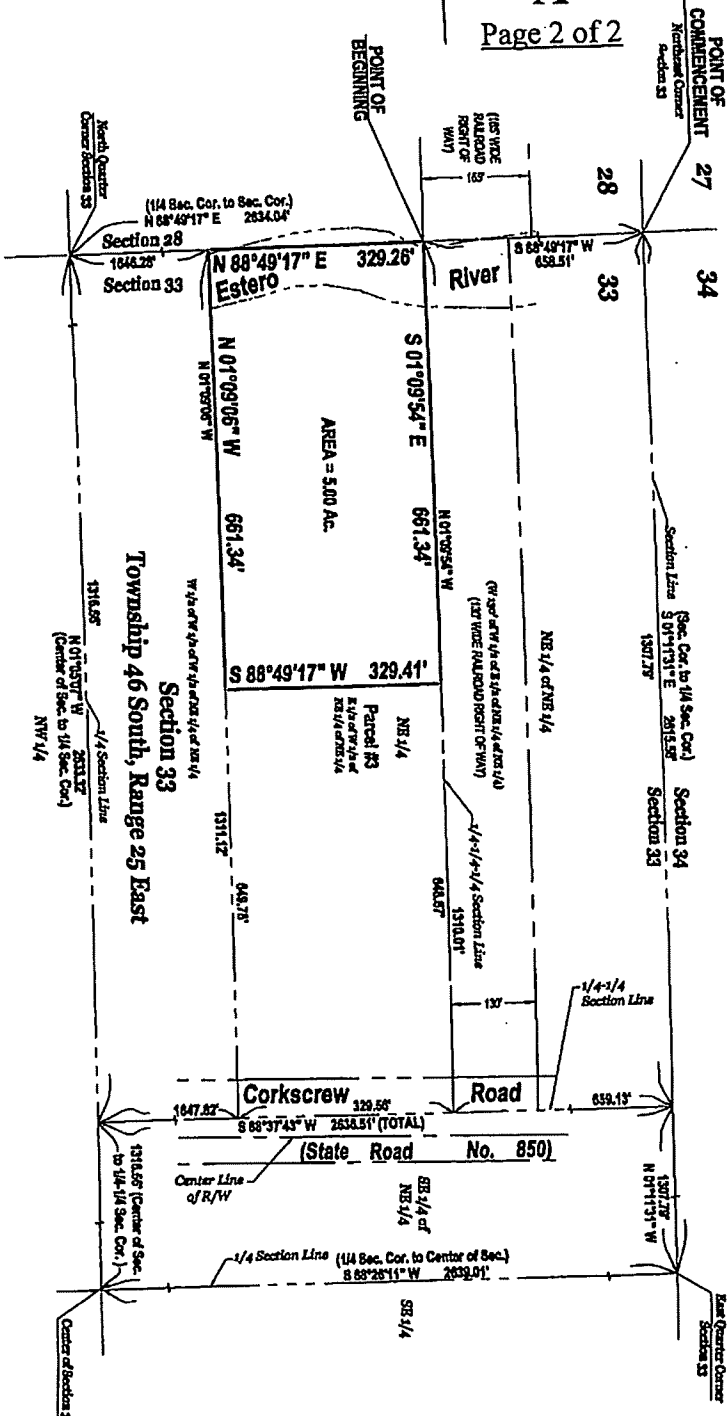
Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/90 adjustment) and are based on the North line of the Northeast Quarter (NE 1/4) of said Section 33 to bear S89°49'17"W.


Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

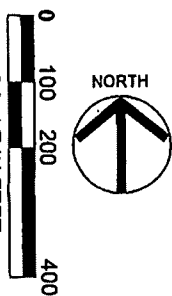


L:\21986 - JED-Korqshan Rezoning\DESC\21986SK06DESC.DOC

EXHIBIT
"A"
Page 2 of 2



- NOTES:
1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
 2. INST. NO. - DENOTES INSTRUMENT NUMBER.
 3. L.C.R. - DENOTES LEE COUNTY PUBLIC RECORDS.
 4. O.B. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
 5. P.B. - DENOTES PLAT BOOK, LEE COUNTY PUBLIC RECORDS.
 6. PG. - DENOTES PAGE.
 7. COR. - DENOTES CORNER.
 8. SEC. - DENOTES SECTION.
 9. BEARINGS HEREINAFTER ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33 TO BEAR SOUTH 88°49'17" WEST.
 10. DESCRIPTION IS ATTACHED.



THIS IS NOT A SURVEY

SCOTT A. WHEELER FOR THE FIRM (SE88410)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 35489
DATE SIGNED: *alibc*

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BATTACO
Battaco, Inc.
2017 BATTACO ROAD
MARIETTA, GEORGIA 30067
TEL: 770.426.1111
WWW.BATTACO.COM

J.E.D. of
Southwest
Florida, Inc.

A PARCEL OF LAND IN
SECTION 33
RANGE 25 SOUTH
TOWNSHIP 46 SOUTH
LEE COUNTY, FLORIDA



NO.	DATE	DESCRIPTION
1	2017	2 OF 2

ATTACHMENT 4

**ATTACHMENT "H" TO NOVEMBER 28, 2018 STAFF REPORT
THREE-PARTY AGREEMENT BETWEEN VILLAGE
PARTNERS, THE TRUST FOR PUBLIC LAND AND
THE VILLAGE OF ESTERO
(UPDATED VERSION DATED DECEMBER 7, 2018)**

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2018, between THE TRUST FOR PUBLIC LAND, a nonprofit California corporation, whose address is 306 N. Monroe St., Tallahassee, FL 32301, ("TPL"), VILLAGE PARTNERS, LLC, a Florida limited partnership, whose address is P.O. Box 2505, Bonita Springs, Florida 34133 ("VP") and THE VILLAGE OF ESTERO, whose address is 9401 Corkscrew Palms Circle, Estero, Florida, 33928, ("Estero").

RECITALS

Whereas, TPL has a binding Option Agreement on that certain real property in Lee County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporation herein by this reference (hereinafter referred to as the "Property") and is not presently the owner of the Property;

Whereas, the Property comprises Parcels 1, 2 and 3, as shown on the Estero On The River Master Concept Plan and the Estero On The River MPD Resolution ("MPD Resolution"), approved by Lee County Board of County Commissioners on June 4, 2007, as zoning resolution Z-07-021 ("Master Concept Plan");

Whereas, TPL has entered into a Purchase and Sale Agreement ("PSA") with Estero for the sale of the Property;

Whereas, VP is the present owner of the Property and Parcels 4 and 5 shown on the Master Plan;

Whereas, all parties recognize that the MPD Resolution applies to the properties that comprise Parcels 1, 2, 3, 4 and 5 therein;

Whereas, it is the desire of the parties to confirm certain responsibilities regarding the parcels described in the Master Plan in the event that Estero purchase the Property from TPL under the terms and conditions of the PSA;

Now, therefore, in consideration of the covenants contained herein and ten dollars (\$10.00) and other good and valuable consideration, the parties agree as follows:

1. Upon conveyance of the Property from TPL to Estero, Estero and VP agree to the following with respect to Parcels 1-5 of the Master Plan:

- a) VP or its successors, as owner of Parcels 4 and 5, may rely upon the preserve areas within Parcel 3 shown on the Estero on the River Master Concept Plan and the Estero on the River Resolution for the calculation of indigenous open space requirements for Parcels 4 and 5, if those parcels are developed in accordance with the approved Estero on the River Master Concept Plan, or if under a future alternative plan by VP or its successors no more than the same number of acres of preserve land on Parcels 4 and 5 shall be required (1.59 acres for Parcel 4 and .35 acres for Parcel 5).
- b) Estero or its successors, as owner of Parcels 1, 2 and 3, will be responsible for dedication of the drainage maintenance and all maintenance within the river buffer

from US 41 to the railroad bridge as shown on the Master Concept Plan, pursuant to Condition 4, Drainage, of the MPD Resolution.

- c) The owner of Parcels 4 and 5 will be responsible for dedication of a drainage/maintenance easement to the Village, and all maintenance within the drainage/maintenance easement from the railroad bridge to Sandy Lane as shown on the Master Concept Plan, pursuant to Condition 4, Drainage, of the MPD Resolution.
- d) The owner of Parcels 1, 2 and 3 will be responsible for the maintenance of the preserves within Parcels 1, 2 and 3, as shown on the Master Concept Plan.
- e) The owner of Parcels 4 and 5 will be responsible for the maintenance of the preserves within Parcels 4 and 5, as shown on the Master Concept Plan, or other preserves required if parcels 4 and 5 are rezoned.
- f) The owner of Parcels 4 and 5 is not responsible for any infrastructure improvements (including, but not limited to, roads, bridges, river walks, drainage, sewers, or utilities) or monetary contributions associated with Parcels 1, 2 and 3 as shown on the Master Concept Plan and the MPD Resolution.
- g) The owner of Parcels 1, 2 and 3 is not responsible for infrastructure improvements (including, but not limited to, roads, bridges, river walks, drainage, sewers or utilities) or monetary contributions associated with Parcels 4 and 5 as shown on the Master Concept Plan and the MPD Resolution.
- h) The owner of Parcels 4 and 5 will retain bonus density units for Parcels 4 and 5 as shown on the Master Concept Plan and the MPD Resolution, and is not responsible for bonus density units on Parcels 1, 2 or 3. The owner of Parcels 4 and 5 shall provide the required contribution pursuant to the fully executed Development Contract Between The Board of County Commissioners, Lee County, and Village Partners, LLC, attached to Lee County Resolution Z-07-021 and Village Ordinance No. 2017-03 for the use of the bonus density units allocated to Parcels 4 and 5.
- i) The owner of Parcels 4 and 5 shall participate in a joint effort with the Village, including funding its proportionate share of the effort applicable to Parcels 4 and 5, to accommodate a "greenway" area along the Estero River from the railroad bridge to Sandy Lane as shown on the Master Concept Plan, and pursuant to Condition 6 Green ways, of the MPD Resolution and the "River Buffer Cross-section" shown on page 10 of Exhibit "D" of the MPD Resolution. ~~The owner of Parcel 4 and 5's "proportionate share" shall be calculated based upon the total cost per linear foot of constructing the Green way, less any contribution from Lee County or the Village required by the MPD Resolution.~~
- j) The owner of Parcels 4 and 5 shall restore any areas within Parcels 4 and 5 per the Estero on the River Restoration Plan pursuant to Condition 8 Landscape, of the MPD Resolution. The owner of Parcels 1, 2 and 3 shall restore any areas within Parcels 1, 2 and 3 per the Estero on the River Restoration Plan pursuant to Condition 8 Landscape, of the MPD Resolution.
- k) Prior to development order approval, the owner of Parcels 4 and 5 shall delineate a minimum 50 foot wide natural waterway buffer from the railway bridge to Sandy Lane,

as shown on the Master Concept Plan and pursuant to Condition 9 Buffer, of the MPD Resolution. Prior to development order approval, the owner of Parcels 1, 2, and 3 shall delineate a minimum 50 foot wide natural waterway buffer on said parcels, as shown on the Master Concept Plan and pursuant to Condition 9 Buffer, of the MPD Resolution.

- l) Nothing in this agreement shall prohibit Estero, VP, or their successors from making future application for rezoning of their respective property, and neither Estero, nor VP, nor their successors will withhold permission to file such application. The Village will consider any rezoning in the normal course of business. If any owner chooses to rezone its property, it is understood that the requirements of the applicable law at the time of approval will apply.

- m) The owner of Parcels 4 and 5 shall be responsible for submitting a Historic Preservation Plan for parcels 4 and 5 to be approved by the Village prior to the issuance of the first development order pertaining to Parcels 4 and 5. The owner of Parcels 1, 2 and 3 shall be responsible for submitting a Historic Preservation Plan for Parcels 1, 2 and 3 to be approved by the Village prior to the issuance of the first development order pertaining to Parcels 1, 2 and 3.

- n) The Parties each reserve their respective mineral and mining rights that attach to the parcels which they own, if any.

2. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest. In the event that the conveyance from VP to TPL is not consummated for any reason, the parties shall have no further rights, obligations or duties pursuant to this Agreement.

3. The Agreement satisfies any obligation in the Option Agreement between TPL and Village Partners for a zoning verification letter.

4. This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

6. ~~Should any provision of this Agreement conflict with the terms of the MPD Resolution,~~ the parties agree that the terms of the MPD shall control regarding any obligation under the MPD if any of the parcels are developed pursuant to the MPD and that this Agreement does not modify any obligation in the MPD.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

The Trust for Public Land, a
nonprofit California corporation

Witness

By: Peter Fodor
Division Legal Director

Witness

Date: _____

(CORPORATE SEAL)

Village Partners, LLC, a Florida limited liability company

Witness

By: Elizabeth D'Jamoos, Manager

Witness

Date: _____

(CORPORATE SEAL)

VILLAGE OF ESTERO

Witness

Witness

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form and legality

BY: _____

EXHIBIT "A" LEGAL DESCRIPTION

STRAP NUMBERS:

33-46-25-E2-U1926.2390
33-46-25-E2-U1937.2384
33-46-25-E2-U1936.2375
33-46-25-E2-U1936.2400
33-46-25-E2-U1948.2389
28-46-25-E3-U1926.2421
33-46-25-E2-U1935.2408
33-46-25-E2-U1937.2407

28-46-25-E3-U1944.2419
28-46-25-E3-U1939.2411
28-46-25-E3-U1937.2428
28-46-25-E3-U1944.2435
28-46-25-E3-U1944.2447
28-46-25-E3-U1944.2456
28-46-25-E3-05033.0010

