

COMPLIANCE AGREEMENT

This Agreement (“the Agreement”) is made and entered into this ____ day of _____, 2019, by and between VILLAGE OF ESTERO, FLORIDA, a municipal corporation of the State of Florida (“the Village”) and ARGO CORKSCREW CROSSING, LP; ARGO US, LLC; ARGO LAND US, LLC; and RICHARD I. TEMPLETON FAMILY TRUST (collectively “Argo”).

RECITALS

WHEREAS, RICHARD I. TEMPLETON FAMILY TRUST is the owner of certain property and ARGO CORKSCREW CROSSING, LP; ARGO US, LLC; ARGO LAND US, LLC, are the contract purchasers of property in the Village of Estero, known as Corkscrew Crossing, consisting of approximately 395 acres of undeveloped property south of Corkscrew Road and east of I-75 and Ben Hill Griffin Parkway, as legally described on the attached Exhibit A, which is incorporated herein (“the Property”); and

WHEREAS, the Village of Estero is a municipal corporation located within Lee County, Florida and incorporated in December 31, 2014; and

WHEREAS, prior to the incorporation of the Village, Lee County approved a rezoning of the Property to allow a 724 unit, primarily multi-family residential project known as “Monte Cristo” pursuant to Resolution Z-07-047 (“the Existing Approval”); and

WHEREAS, prior to incorporation of the Village, ARGO filed an application with Lee County to amend the Existing Approval, to allow a 625 unit, primarily single family residential project with a different development footprint known as “Corkscrew Crossing;” and

WHEREAS, the Village operated under the Lee County Comprehensive Plan, as it existed when the Village incorporated, until June 13, 2018, when the Village voted to approve its Comprehensive Plan (“the Plan”); and

WHEREAS, the Plan was found “in compliance” by the Department of Economic Opportunity; and

WHEREAS, ARGO timely filed a Petition for Administrative Hearing to challenge the Plan, *Argo et. al. v. Village of Estero*, Case No. 18-3613 GM, in the Florida Division of Administrative Hearing (“the Plan Challenge”); and

WHEREAS, the parties entered into a Settlement Agreement on May 1, 2019, addressing both the Plan Challenge and a separate administrative challenge , *Village of Estero v. Argo Corkscrew Crossing, LLLP and South Florida Water Management District*, DOAH Case No. 10-999532; and

WHEREAS, the Settlement Agreement provided, in pertinent part, for consideration by the Village Council of a Text Amendment to the Plan, as more particularly described in Exhibit B (“the Text Amendment”); and

WHEREAS, Section 163.3184(6), Florida Statutes (2019), provides that “affected persons who have initiated a formal proceeding . . . may [] enter into a compliance agreement with the local government;” and

WHEREAS, Section 163.3184(6), Florida Statutes (2019), provides that the compliance agreement shall list each portion of the plan or plan amendment that has been challenged, and shall specify remedial actions that the local government has agreed to complete within a specified time frame in order to resolve the challenge, including the adoption of all necessary plan amendments . . .”; and

WHEREAS, Section 163.3184(6), Florida Statutes, (2019), provides that the local government must approve the compliance agreement at a public hearing advertised at least 10 days prior to the public hearing before the compliance agreement is executed, and that remedial amendments may be adopted at a single public hearing in furtherance of the compliance agreement; and

WHEREAS, the parties negotiated the terms of this Compliance Agreement at a meeting open to the public held on September 4, 2019, and

WHEREAS, the parties desire to effectuate the May 1, 2019, Settlement Agreement by entering into a Compliance Agreement to address those aspects of the Settlement Agreement relating to the Text Amendment and the Plan.

NOW THEREFORE, in consideration of the mutual covenants, promises, and terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the Village and ARGO (collectively the “Parties”) intend to be legally bound hereby, do agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. Challenged Comprehensive Plan provisions. The Challenged Comprehensive Plan provisions are set forth in the Administrative Petition (without appendix) attached hereto as Exhibit C, which is incorporated as though fully set forth herein.

3. Remedial Actions. The Village shall remedy the issues raised in the Administrative Petition should the Village Council adopt, upon a majority vote at a single public hearing, the Text Amendment language relating to FLU-1.2.3 Wetlands, attached hereto as Exhibit B. All other challenged policies set forth in the Administrative Petition are deemed by the Parties to be resolved, pursuant to the May 1, 2019, Settlement Agreement without further amendment to the Comprehensive Plan. Upon adoption of the Text Amendment, the Village shall thereafter deliver

to the Department of Economic Opportunity an executed copy of the adopted Text Amendment, along with the Plan, for a compliance finding. Should the Village Council not adopt the Text Amendment, this Compliance Agreement shall be null and void.

4. Upon adoption of this Compliance Agreement and its execution by all Parties, the Parties shall jointly file the Compliance Agreement with Florida Division of Administrative Hearings in the case *Argo et. al. v. Village of Estero*, Case No. 18-3613 GM pursuant to Section 163.3184(6), Florida Statutes, (2019).

5. Non-Waiver. Nothing contained herein is intended to vary from the terms of the May 1, 2019, Settlement Agreement, or to waive any right or remedy not expressly addressed herein.

6. Authority. Each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms.

7. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements or other instruments, and take any other action necessary, to make this Agreement fully and legally effective, binding, and enforceable, as between them and as against third parties.

8. Effective Date. This Agreement shall become effective upon the date of execution by the last of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them as set forth herein.

Signed, sealed, and delivered before me:

VILLAGE OF ESTERO, FLORIDA

By: _____

Name: Bill Ribble

Its: Mayor

Date: _____

ATTEST, BY THE CLERK OF THE
VILLAGE OF ESTERO, FLORIDA:

Clerk

Kathy Hall, MMC
Print Name

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF VILLAGE OF ESTERO, FLORIDA:

Land Use Counsel for Village of Estero

Nancy E. Stroud
Print Name

WITNESSES

ARGO CORKSCREW CROSSING, LP; ARGO US,
LLC; ARGO LAND US, LLC;

Print Name: _____

By: _____

Print Name: _____

Their: Manager

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____
2019, by _____, as Manager of ARGO CORKSCREW CROSSING,
LP; ARGO US, LLC; ARGO LAND US, LLC, on behalf of said entities. Said person (check one)
___ is personally known to me or ___ produced _____ as identification.

(Notary Seal)

Printed Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

WITNESSES

RICHARD I. TEMPLETON FAMILY TRUST;

Print Name: _____

By: _____
Print Name: _____

Its: Manager

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by _____, as Manager of RICHARD I. TEMPLETON FAMILY TRUST, on behalf of said entity. Said person (check one) ___ is personally known to me or ___ produced _____ as identification.

(Notary Seal)

Printed Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

EXHIBITS

A – Legal Description

B – Proposed Remedial Text Amendment

C – Petition (without Appendices)