

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 1, 2019

Agenda Item:

Public hearing to consider Settlement Agreement between the Village of Estero and Argo Corkscrew Crossing, LP; Argo US LLC; Argo Land US, LLC; and Templeton Family Trust

Description:

The Village adopted its Comprehensive Plan on June 13, 2018. Subsequently, Argo filed an administrative challenge to the Plan. Mediation between the parties was held in October, 2018, but did not reach a successful conclusion. The administrative hearing date was rescheduled as the parties continued to meet to explore settlement opportunities.

Several Executive (attorney/client) sessions were held pursuant to Florida Statute 286.011(8). At the conclusion of the most recent Session on April 24, 2019, it was determined to set a public hearing for the May 1, 2019 Council for discussion of a settlement and its terms.

Action Requested:

Approve Settlement Agreement.

Financial Impact:

The Village will not incur additional costs of litigation.

Attachments:

1. Summary of Settlement Points
2. Draft Settlement Agreement and Exhibits

ATTACHMENT 1

Summary of Settlement Points

Argo Corkscrew Crossing

- As part of a settlement agreement, the Council will consider rezoning of the Argo property (395 acres on Corkscrew Road, formerly known as Monte Cristo) at subsequent public hearings. The application and new Master Concept Plan propose improvements compared to the prior Master Concept Plan approved by Lee County in 2007:
 - Applicant has reduced the number of units from the prior County approved Plan of 725 and the Village application of 625, to 590 (only 70 maximum can be multi-family townhouses).
 - Applicant has agreed to do single-family, twin villa or townhouse in lieu of prior project approval of primarily multiple-family units.
 - Applicant has reduced height from prior County approved plan and Village application to 2-story for residences, and 3-story for clubhouse.
 - Applicant will provide an enhanced buffer on west side of property, adjacent to Wildcat Run.
- Village will process a concurrent Comprehensive Plan Text Amendment which will clarify how density can be transferred from preserved wetlands to uplands.
- Argo will dismiss its pending administrative challenge to the Comprehensive Plan, and the Village will dismiss its pending administrative challenge to the South Florida Water Management District Environmental Resource Permit, if and when the Plan Amendment, the new Comprehensive Plan and rezoning become effective.
- Conservation easement will be provided to Village of Estero (and other agencies) for a 218± acre preserve area on the property.
- Argo makes voluntary contribution of \$750,000 to the Village to be used for purchase, maintenance or remediation of environmentally sensitive lands within the Village.

Next Steps -

If the Council approves the settlement agreement, next steps are:

- Parties request a continuation of the pending administrative challenges.
- Staff prepares staff reports for Comprehensive Plan Amendment and rezoning.
- Planning and Zoning Board holds hearing and makes recommendations to Council on the Amendment and rezoning.
- Council holds public hearings on the Amendment and rezoning.

ATTACHMENT 2

AGREEMENT BETWEEN THE VILLAGE OF ESTERO AND ARGO CORKSCREW CROSSING, LP; ARGO US, LLC; ARGO LAND US, LLC; AND RICHARD I. TEMPLETON FAMILY TRUST

This 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 (hereinafter referred to as the "Village") and ARGO CORKSCREW CROSSING, LP; ARGO US, LLC; ARGO LAND US, LLC; AND RICHARD I. TEMPLETON FAMILY TRUST (hereinafter referred to together as "ARGO").

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 the Property in the Village of Estero, Florida, known as Corkscrew Crossing, consisting of approximately 395-undeveloped acres south of Corkscrew Road and east of I-75 and Ben Hill Griffith Parkway, as legally described on the attached Exhibit A (the "Property"), and hereby incorporated herein; and

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

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

WHEREAS, during the adoption by the Village of its first Comprehensive Plan, ARGO submitted written comments documenting its concerns about the Plan and its impact on the Existing Approval and the Application; and

WHEREAS, the Village adopted its Comprehensive Plan ("Plan") on June 13, 2018, which Plan was found in compliance with the Florida Community Development Act by the Florida Department of Economic Opportunity; and

WHEREAS, ARGO has filed an administrative challenge to the Plan, *Argo et al. v. Village of Estero*, Case No. 18-3613GM in the Florida Division of Administrative Hearings (the "Comprehensive Plan Challenge"); and

WHEREAS, the Village has filed a Petition for Administrative Hearing to challenge the issuance by the South Florida Water Management District of an Environmental Resource Permit ("ERP") for development of the Property, *Village of Estero v. Argo Corkscrew Crossing, LLLP and South Florida Water Management District*, DOAH Case 19-000531 ("ERP Challenge") (together with Comprehensive Plan Challenge, the "Pending Administrative Challenges"); and

WHEREAS, the Village and ARGO have engaged in mediation and discussions in an attempt to settle their differences in regard to the Plan and in regard to the Environmental Resource Permit, in lieu of litigation; and

WHEREAS, the Village has determined that it is beneficial and in the best interests of the Village residents to enter into this settlement agreement (“Agreement”).

NOW, THEREFORE, in consideration, \$10.00 and ARGO’s forbearance from litigation regarding and related to the adoption of the Plan, the Village’s forbearance from litigation regarding and related to the ERP, and in consideration of the mutual covenants, promises, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Village and ARGO do hereby agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

Section 2. Settlement of Issues Related to the Pending Administrative Challenges.

A. The Village Manager, within two months of the execution of this Agreement, will initiate the process for adopting the Text Amendment to the Plan, which Text Amendment is attached hereto as Exhibit B and made a part hereof, and the Village Council will consider the Text Amendment pursuant to the comprehensive plan amendment processes established by the Florida Statutes and the Village Transitional Land Development Code.

(See Exhibit B)

B. The Village Council agrees to expeditiously and concurrently with the Text Amendment consider an application to rezone the Property pursuant to the Florida Statutes and the Village Transitional Land Development Code, to include the changes as indicated in Exhibit C, consisting of a Master Concept Plan (C-1), Rezoning Conditions of Approval and Schedule of Deviations (C-2) and Property Development Regulations (C-3), attached hereto and made a part hereof (“Rezoning”).

(See Exhibit C)

C. The Text Amendment shall provide that it shall become effective when the Comprehensive Plan becomes effective and any appeal period for the Text Amendment expires; and the Rezoning shall provide that it shall be effective when the Text Amendment becomes effective.

D. ARGO offers, and the Village accepts, a voluntary contribution of \$750,000.00 to the account established by Ordinance 2017-03 to be used for the purchase of lands for open space, recreation or preservation of environmentally sensitive lands, and ARGO’s contributed funds shall be used solely for the purpose of purchase, maintenance or remediation of environmentally sensitive lands by the Village, at the Village’s discretion. ARGO shall post a bond within thirty (30) days of execution of this Agreement, agreeable to the Village attorney, for the assurance that the contribution will be made no later than prior to the issuance of the first Vegetation Removal permit and prior to any construction occurring on the site. Such contribution shall be

due regardless of whether ARGO continues to own or control the property at that time. The bond shall be released by the Village and this obligation shall be deemed fulfilled upon payment of the contribution by ARGO, upon default by the Village under this Agreement or upon the Pending Administrative Challenges proceeding to final hearing because the Text Amendment and Rezoning are not approved, whichever occurs first.

Section 3. Continuation and Dismissal of the Pending Administrative Challenges. Upon execution of this Agreement by all parties, ARGO and the Village shall jointly move for a stay of the pending administrative challenges and suspension of discovery to enable the completion of the steps required to implement this Agreement. In the event that 1) the Village hears and approves the Text Amendment and Rezoning; 2) the same are not subject to legal challenge; 3) the same become effective; and 4) ARGO obtains such modifications to SFWMD Environmental Resource Permit No. 36-08730P as are necessary to reduce the direct wetland impacts under said permit to match the wetlands impacts shown on the Master Concept Plan in Exhibit C-1, ARGO shall dismiss the Pending Administrative Challenge to the Plan with prejudice and the Village shall dismiss the Pending Administrative Challenge to the ERP with prejudice. ARGO expressly recognizes and acknowledges that the Village makes no representation that the Village Council will either approve or deny the Text Amendment in its legislative discretion, or approve or deny the Rezoning at a quasi-judicial hearing as discussed above. This Agreement and all obligations contained herein shall automatically terminate if either of the Pending Administrative Challenges proceeds to final hearing as a result of the denial of the Text Amendment or denial of the Rezoning.

Section 4. Contract Zoning. The parties agree and understand that the Village may not and does not by the mutual agreements made herein bind itself contractually to exercise its regulatory and/or zoning authority. Nothing herein shall be construed as a promise or obligation on the part of the Village, its Council, or its staff, to support, approve, or deny any zoning or planning provision relating to the property.

Section 5. Release. The Village and ARGO further agree that if: 1) the Village hears and approves the Text Amendment and Rezoning; 2) the same are not subject to legal challenge; 3) the same become effective; and 4) ARGO obtains such modifications to the SFWMD Environmental Resource Permit No. 36-08730-P as are necessary to reduce the direct wetland impacts under said Permit to match the wetlands impacts shown on the master concept plan (Exhibit C-1), that neither ARGO or the Village, or their successors or assigns, shall bring any further administrative challenge or litigation against the other or its agents, successors or assigns in regard to the regulation or use of the Property as governed by the Comprehensive Plan, Village Land Development Code, the Rezoning or federal or state environmental permits required to develop the property as contemplated by the Text Amendment, Rezoning and this Agreement, with the exception of actions necessary to enforce this Agreement or any portion thereof, so long as the Village abides by the terms of this Agreement and the Property is developed consistent with the terms of this Agreement.

Section 6. Enforcement. The terms of this Agreement may be enforced by any and all remedies provided in law or equity.

Section 7. Governing Law. This Agreement, and any issues relating to it or its subject matter, shall be construed in accordance with and governed by the substantive laws of the State of Florida, without regard to the conflict of law principles of Florida and any action relating to this Agreement shall be brought solely in the Circuit Court in and for Lee County, Florida.

Section 8. Miscellaneous.

a. This Agreement constitutes the entire understanding between the Parties with respect to the settlement of the Pending Administrative Challenges, and all prior negotiations and understandings, whether verbal or written between said parties, collectively, jointly and/or severally, and their agents, employees, and representatives are merged herein and fully set forth at length. Each party hereto acknowledges, represents and warrants that, except as expressly set out in this Agreement, no representation of fact or law has been made by those released hereby, or their counsel, or any other person, and that this Agreement is not based upon any such unstated representations, the undersigned, or their counsel, having investigated to the fullest extent possible the factual and legal issues involved in this matter.

b. This Agreement shall not be amended or modified except in writing signed by all of the Parties.

c. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by a final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such clause or provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

d. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being agreed that the Parties hereto have fully participated in the preparation of this Agreement.

e. It is understood and agreed that this settlement is a final compromise of a dispute, and the Parties acknowledge that this Agreement is in no way an admission or concession of liability or wrongdoing by any party, but is simply an attempt to resolve, without litigation, the matters in dispute among the Parties.

f. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he/she has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

g. The Village is duly organized and valid existing under the constitution and laws of the State of Florida, with full legal right, power and authority to enter into and perform its

obligations hereunder; and Village is further duly authorized to execute and deliver this Agreement without further approval or authorizations.

h. ARGO CORKSCREW CROSSING, LP is duly organized and validly existing under the laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder; and ARGO CORKSCREW CROSSING, LP is further duly authorized to execute and deliver this Agreement without further approval or authorizations.

i. ARGO US, LLC is duly organized and validly existing under the laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder; and ARGO US, LLC is further duly authorized to execute and deliver this Agreement without further approval or authorizations.

j. ARGO LAND US, LLC is duly organized and validly existing under the laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder; and ARGO LAND US, LLC is further duly authorized to execute and deliver this Agreement without further approval or authorizations.

k. RICHARD I. TEMPLETON FAMILY TRUST is duly organized and validly existing under the laws of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder; and RICHARD I. TEMPLETON FAMILY TRUST is further duly authorized to execute and deliver this Agreement without further approval or authorizations.

l. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document. Facsimile or other electronic transmission of signatures on this Agreement, or any counterpart of this Agreement, shall have the same force and effect as original signatures. A copy hereof shall be as binding as the executed original.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement to be effective upon the execution by all parties and as provided in this Agreement.

VILLAGE OF ESTERO
a Florida Municipal Corporation

By: _____
Bill Ribble, Mayor, Village of Estero

Dated: _____

Certified: _____
Village Clerk

ARGO CORKSCREW CROSSING, LP
a Florida Limited Liability Company

By: Argo Caivan US GP, Inc., a Florida corporation, its General Partner

By: Argo US, LLC, a Florida limited liability company, its Authorized Agent

By: _____
Scott Bland, Its Manager

Dated: _____

Witnesses: _____

ARGO US, LLC,
a Florida Limited Liability Company

By: _____
Scott Bland, Its Manager

Dated: _____

Witnesses: _____

ARGO LAND US, LLC,
a Florida Limited Liability Company

By: _____
Scott Bland, Its Manager

Dated: _____

Witnesses: _____

RICHARD I. TEMPLETON FAMILY TRUST,
a Florida Registered Trust

By: _____
Dean J. Templeton, Its Trustee

Dated: _____

Witnesses: _____

EXHIBIT "A"

**CORKSCREW CROSSING
(14-82-ALTA)**

PARCEL 1:

THE EAST ONE-HALF (E-1/2) OF THE EAST ONE-HALF (E-1/2) OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LYING SOUTH OF CORKSCREW ROAD IN LEE COUNTY FLORIDA AND ALL OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST LYING SOUTH OF CORKSCREW ROAD, LESS AND EXCEPTING PORTIONS LYING WITHIN THE FOLLOWING DESCRIBED LANDS:

THAT PARCEL OF LAND LOCATED IN SECTIONS 19 AND 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'59"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, FOR A DISTANCE OF 189.81 FEET TO A POINT 30.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'59"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, FOR A DISTANCE OF 33.69 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE RUN S.61°46'58"W., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 1480.40 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.01°12'28"E., ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, FOR A DISTANCE OF 33.67 FEET TO A POINT 30.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE RUN N.61°46'58"E., PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 1480.38 FEET TO THE POINT OF BEGINNING

PARCEL 2:

THE EAST ONE-HALF (E-1/2) OF THE EAST ONE-HALF (E-1/2), AND THE WEST ONE-HALF (W-1/2) OF THE SOUTHEAST ONE-QUARTER (SE-1/4) OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST, IN LEE COUNTY, FLORIDA.

(BOTH OF THE ABOVE PARCEL 1 AND PARCEL 2 ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS)

A PARCEL OF LAND LOCATED IN SECTIONS 19, 30 AND 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID SECTION 31 SOUTH $89^{\circ}16'01''$ WEST, A DISTANCE OF 2,632.34 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31; THENCE ALONG SAID WEST LINE NORTH $00^{\circ}33'14''$ WEST, A DISTANCE OF 2,654.44 FEET TO A POINT ON THE SOUTH LINE OF WILDCAT RUN, PLAT BOOK 36, PAGES 30 THROUGH 43, LEE COUNTY FLORIDA; THENCE ALONG SAID SOUTH LINE NORTH $89^{\circ}25'55''$ EAST, A DISTANCE OF 1,316.52 FEET TO THE SOUTHEAST CORNER OF WILDCAT RUN, PLAT BOOK 36, PAGES 30 THROUGH 43, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF WILDCAT RUN, PLAT BOOK 36, PAGES 30 THROUGH 43, LEE COUNTY, FLORIDA FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES; NORTH $00^{\circ}33'07''$ WEST, A DISTANCE OF 2,647.49 FEET; THENCE NORTH $01^{\circ}12'26''$ WEST, A DISTANCE OF 4,789.01 FEET; THENCE NORTH $61^{\circ}46'42''$ EAST, A DISTANCE OF 1,480.55 FEET TO THE NORTHWEST CORNER OF PRESERVE AT CORKSCREW, INSTRUMENT # 2012000094503, LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF PRESERVE AT CORKSCREW, INSTRUMENT # 2012000094503, LEE COUNTY, FLORIDA SOUTH $01^{\circ}10'12''$ EAST, A DISTANCE OF 190.04 FEET; THENCE CONTINUE ALONG SAID WEST LINE SOUTH $01^{\circ}11'25''$ EAST, A DISTANCE OF 5284.15 FEET TO THE SOUTHWEST CORNER OF PRESERVE AT CORKSCREW, INSTRUMENT # 2012000094503, LEE COUNTY, FLORIDA AND ALSO BEING THE NORTHWEST CORNER OF BELLA TERRA UNIT TWO, PLAT BOOK 81, PAGES 1 THROUGH 36, LEE COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE FOR THE REMAINING COURSES AND DISTANCES SOUTH $00^{\circ}32'05''$ EAST, A DISTANCE OF 2,649.60 FEET; THENCE SOUTH $00^{\circ}32'13''$ EAST, A DISTANCE OF 2,646.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 395.6 ACRES, MORE OR LESS.

EXHIBIT B

FLU-1.2.3 WETLANDS. Wetlands are those lands that are identified as Wetlands on the Future Land Use Map in accordance with Florida Statute Section 373.019(27). If a Wetlands boundary on the Future Land Use Map is incorrect due to a clear factual error, or if an exact boundary is established per jurisdictional determination or Florida Statute Section 373.019, an administrative process may be used to establish the precise boundary of the Wetland.

A. Uses: Permitted land uses in Wetlands consist of very low density residential uses and recreational uses that will not adversely affect the ecological functions of wetlands, open space, and conservation that are compatible with wetland functions.

B. Development type: Development in Wetlands must not adversely affect the ecological functions of wetlands.

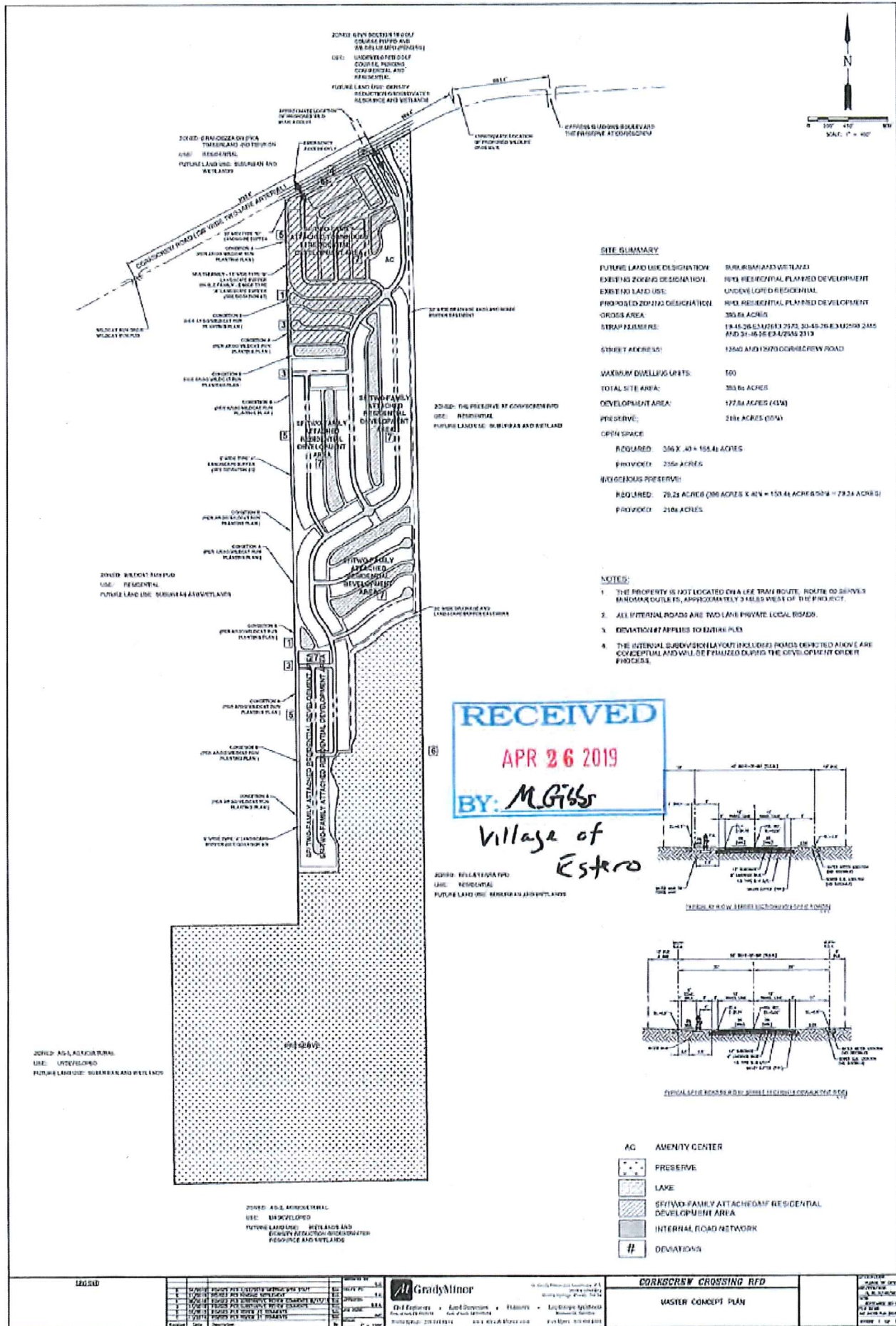
C. Density: The maximum density on Wetlands is one dwelling unit per twenty acres (1 du/20 acres).

~~D. Notwithstanding C. above, 1. To encourage the preservation of lands designated Wetlands in Planned Developments, density may be transferred from preserved Wetlands to uplands any Wetlands are that is preserved may be calculated to yield dwellings at three-fourths (or 75%) of the standard density as allowed for adjacent land under common ownership within the Planned Development that are designated Village Neighborhood 1, Village Neighborhood 2, Transitional Mixed Use, or Urban Commercial (formerly Intensive Development, Central Urban, Urban Community, Suburban, and Outlying Suburban areas). Density transferred from Wetlands as provided herein shall be calculated at three-fourths (75%) of the designated density for the uplands to which the density is transferred. Uplands to which density is transferred shall not include any impacted wetlands which are filled or otherwise converted into uplands pursuant to an Environmental Resource Permit issued by the South Florida Water Management District. The number of dwellings calculated as yield from the preserved Wetlands may be transferred and incorporated in the development of the adjacent land under common ownership.~~

~~2. Any Wetlands designated area that is impacted will be calculated at the standard Wetlands density of 1 dwelling unit per 20 acres.~~

Further, a Residential Planned Development approved by Lee County prior to October 20, 2010 may be superseded by a Residential Planned Development to allow transfer of density from preserved wetlands to impacted wetlands within the Residential Planned Development at the standard density for uplands designated Village Neighborhood 1, conditioned upon the Village's finding that the development has sufficiently addressed adverse impacts to wetlands on the property.

Exhibit C-1



SITE SUMMARY

FUTURE LAND USE DESIGNATION: SUBURBAN AFFORDABLE
 EXISTING ZONING DESIGNATION: RHD RESIDENTIAL PLANNED DEVELOPMENT
 EXISTING LAND USE: UNDEVELOPED RESIDENTIAL
 PROPOSED ZONING DESIGNATION: RHD RESIDENTIAL PLANNED DEVELOPMENT
 GROSS AREA: 350.84 ACRES
 STRIP NUMBERS: 19 45 26 53 17 13 29 73 30 45 26 53 17 13 29 73
 AND 31 45 26 53 17 13 29 73
 STREET ADDRESS: 12640 AND 12620 CORNSCREW ROAD

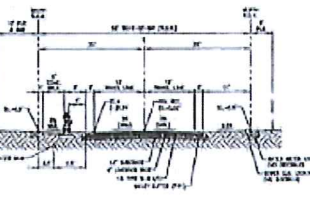
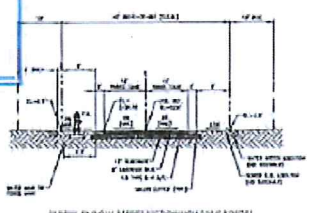
MAXIMUM DWELLING UNITS: 100
 TOTAL SITE AREA: 350.84 ACRES
 DEVELOPMENT AREA: 177.84 ACRES (41%)
 PRESERVE: 218 ACRES (59%)

OPEN SPACE
 REQUIRED: 206 X .40 = 82.4 ACRES
 PROVIDED: 235 ACRES

BIOGENOUS PRESERVE
 REQUIRED: 76.23 ACRES (216 ACRES X .35 = 153.41 ACRES) + 79.23 ACRES
 PROVIDED: 218 ACRES

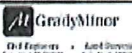
- NOTES:**
1. THE PROPERTY IS NOT LOCATED ON A USE TRAIL ROUTE. ROUTE 20 SERVES AS MAJOR OUTLETS, APPROXIMATELY 3 MILES WEST OF THE PROJECT.
 2. ALL INTERNAL ROADS ARE TWO LANE PRIVATE LOCAL ROADS.
 3. DEVIATION #7 APPLIES TO EARLIER PLAN.
 4. THE INTERNAL SUBDIVISION LAYOUT (INCLUDING ROADS) SHOWN ABOVE ARE CONCEPTUAL AND WILL BE FINALIZED DURING THE DEVELOPMENT PERMIT PROCESS.

RECEIVED
 APR 26 2019
 BY: *M. Gibbs*
 Village of Estero



- AC AMENITY CENTER
 PRESERVE
 LAKE
 SPLIT-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT AREA
 INTERNAL ROAD NETWORK
 # DEVIATIONS

NO.	DESCRIPTION	DATE	BY	APP. BY
1	PREPARED FOR SUBMITTAL TO THE VILLAGE OF ESTERO	04/26/19	MG	MG
2	REVISED TO REFLECT COMMENTS FROM THE VILLAGE OF ESTERO	04/26/19	MG	MG
3	REVISED TO REFLECT COMMENTS FROM THE VILLAGE OF ESTERO	04/26/19	MG	MG
4	REVISED TO REFLECT COMMENTS FROM THE VILLAGE OF ESTERO	04/26/19	MG	MG
5	REVISED TO REFLECT COMMENTS FROM THE VILLAGE OF ESTERO	04/26/19	MG	MG
6	REVISED TO REFLECT COMMENTS FROM THE VILLAGE OF ESTERO	04/26/19	MG	MG
7	REVISED TO REFLECT COMMENTS FROM THE VILLAGE OF ESTERO	04/26/19	MG	MG
8	REVISED TO REFLECT COMMENTS FROM THE VILLAGE OF ESTERO	04/26/19	MG	MG
9	REVISED TO REFLECT COMMENTS FROM THE VILLAGE OF ESTERO	04/26/19	MG	MG
10	REVISED TO REFLECT COMMENTS FROM THE VILLAGE OF ESTERO	04/26/19	MG	MG



CORNSCREW CROSSING RFD
 MASTER CONCEPT PLAN
 SHEET 1 OF 1

Exhibit C-2

CORKSCREW CROSSING

Zoning Conditions

1. **MASTER CONCEPT PLAN**

The development of this project must be consistent with the Master Concept Plan entitled Corkscrew Crossing RPD dated April 2019, Revision 6, stamped "Received April 26, 2019" except as modified by the conditions below.

The development must comply with all requirements of the Village of Estero's Transitional Land Development Code ("Land Development Code" or "LDC"), except as may be granted by deviation as part of this planned development.

This ordinance replaces Resolution Z-07-047 which is null and void.

2. **NUMBER OF UNITS, MAXIMUM BUILDING HEIGHT AND USES**

Maximum Number of Dwelling Units:

Single-family, Two-family & Townhouse: 590 total
Townhouse maximum – 70 of the 590 total

Maximum building height:

35 feet/2 stories for residential
45 feet/3 stories for clubhouse

Property development regulations are on attached sheets and made a part hereof.

3. **TIMING**

A. The property owner/applicant shall apply for a Development Order for the first phase and the Vegetation Removal permit within 9 months after the Effective Date of the Rezoning Approval.

B. Development Order applications and all amendments thereto, will comply with the Village of Estero Transitional Land Development Code in effect as of the date of this Rezoning. The applicant/owner shall apply for and diligently pursue all of the subsequent project Development Orders and plats for the project within six years after the issuance of the first Development Order.

C. If after six years from the issuance of this Rezoning, the property owner/applicant has not applied for **all of** the Development Orders/plats and/or has failed to diligently

pursue the same, all subsequent Development Order applications will be subject to the Land Development Code in effect at the time of submittal of the Development Order application, except for those matters that are specifically approved herein.

4. **NO BLASTING**

Development blasting has not been requested as part of this planned development. No development blasting is permitted as part of this project.

5. **WATER AND SEWER**

Development of this project must connect to both public water and public sewer. At time of local Development Order approval as that term is defined in the Transitional Land Development Code ("Development Order"), the developer must also demonstrate there is adequate water and sewer capacity to handle the proposed level of development.

6. **TRAFFIC**

- A. The developer shall enter into an agreement with Lee County prior to the issuance of the first Certificate of Compliance for the Development Order regarding a proportionate share payment obligation for a future traffic signal on Corkscrew Road at the project entrance.
- B. Developer or successors and assigns will be responsible for impact fees pursuant to the Land Development Code in effect at the time of building permit issuance.
- C. As part of the first Development Order for the project, the applicant must submit a plan for management of construction traffic, indicating relevant information such as staging of construction vehicles, potential turn lanes, hours of operation, etc., designed so that traffic delays and safety issues will not occur on Corkscrew Road from construction vehicles and activities.

7. **CONCURRENCY**

Approval of this rezoning does not constitute a finding that the proposed project meets the concurrency requirements set forth in the Land Development Code, the Comprehensive Plan ("Comprehensive Plan" or "Plan") and Section 163.3180, Florida Statutes.

8. **STORMWATER MANAGEMENT**

- A. The applicant will provide detailed drainage calculations that demonstrate that the stormwater management system on the proposed Master Concept Plan will convey flows from Corkscrew Road and WildBlue development north of Corkscrew Road as part of the project's first Development Order application. The calculations will demonstrate that the proposed project will not adversely impact increase water levels to adjacent properties for 5-year 1-day, 25-year 3-day, and 100-year 3-day storm events. Modeling information to be submitted at the time of the first development

order is expected to include the information submitted to the SFWMD updated for 5 year and 25 year storm events with updated flows (as described below), boundary conditions per the Village of Estero's Stormwater Master Plan and updated cross sections to provide more detail.

B. The applicant will work with the Village of Estero, Lee County and the SFWMD at the time of the first development order application to determine the appropriate design flows through the property. The design flows will include existing flows plus the additional flow associated with Lee County's Corkscrew Road widening project. Corkscrew Road widening is expected to include additional drainage pipes and wildlife crossing at this flow way location, which will convey more water to the subject property.~~whether additional stormwater flows can be accommodated through the property. Modeling information to be submitted at the time of the first development order is expected to include the information submitted to SFWMD, with updated flows and boundary conditions per the Village of Estero's Stormwater Master Plan and updated cross sections to provide more detail.~~

C. The allowable discharge rate for the project is limited to that permitted by SFWMD, 0.066 cfs/ac.

9. **BASE FLOOD ELEVATION**

The minimum finished habitable first floor elevations shall be set a minimum of 1.0 ft. above the Environmental Resource Permit 100 year flood elevation.

10. **PATTERN BOOK**

Development must comply with the Corkscrew Crossing RPD Pattern Book dated September 28, 2018.

11. **AGRICULTURAL USES**

There are no agricultural uses on site, nor are there agricultural exemptions. No agricultural uses are permitted on this site.

12. **CONSUMPTION ON PREMISES**

A. Consumption on premises (indoor) is permitted only in conjunction with the amenity center.

B. Outdoor consumption on premises is not approved. If outdoor consumption on premises is later requested, a public hearing is required at the Planning and Zoning Board. The applicant must provide adequate detail of the outdoor seating area consistent with the requirements of the Land Development Code.

13. **ACCESSORY USES**

Accessory uses must be located on the same parcel where a principal use is located. Accessory uses must be incidental and subordinate to the principal use of the parcel.

14. **BUFFERS AND LANDSCAPING**

Buffers and landscaping are as follows:

Corkscrew Road – 25 foot wide Type D landscape buffer

East – 50 foot wide drainage and landscape buffer easement as shown on Master Concept Plan (also see Deviation 6)

West – Consistent with Corkscrew Crossing and Wildcat Run Buffer Landscape Plan Stamped Received April 26, 2019 and Deviation 5.

The proposed western buffer exceeds the minimum buffer required by the Land Development Code where single-family and two-family attached development is adjacent to single-family development. Should the Corkscrew Crossing developer construct multiple-family dwelling units within the area identified on the Master Concept Plan as permitting townhouse dwelling units, the landscape buffer adjacent to the townhouse dwelling units shall be supplemented as necessary to achieve the required minimum Land Development Code required Type B Buffer.

South – Preserve as shown on the Master Concept Plan

All required buffers must utilize 100 percent native vegetation.

15. **WETLAND PERMITS**

No construction may proceed until permits are obtained from the U.S. Army Corps of Engineers and the South Florida Water Management District. All development on site must comply with applicable U.S. Army Corps of Engineers and South Florida Water Management District permits.

16. **LAKE DEPTH**

Lake depth as measured from control elevation is limited to 20 feet maximum.

17. **LIGHTING**

A. Lighting from the development portions of the Project will not directly illuminate the preserve habitats to ensure against disturbance.

- B. Residences will be put on notice through deed restrictions that no light spillage is permitted into preserve areas. Deed restrictions will be provided as part of the applicable development order submittal.

18. **ENVIRONMENTAL**

A. Open Space

Prior to local Development Order approval, the Development Order plans must delineate a minimum of 10 percent open space within each development tract seeking a Development Order, and a preserve containing a minimum of 218± acres.

The minimum 218-acre preserve area must be placed under a conservation easement dedicated to appropriate agencies, including an easement ~~to~~ in favor of the Village of Estero, which is identical to the third party beneficiary rights of the U.S. Army Corps of Engineers for the conservation easement granted by Argo to the South Florida Water Management District ~~conservation easement and subordinate to same~~, to ensure the protection of the native habitat. A draft conservation easement must be submitted for review and approval by the Village of Estero attorney prior to issuance of a Development Order. A copy of the recorded conservation easement must be submitted to Village of Estero Development Review prior to the issuance of a Certificate of Compliance for any phase of the project.

The applicant will coordinate with staff at the time of development order/vegetation permit regarding areas in the south portion of the preserve (south of the lots shown on the Master Concept Plan) with between 50-75% invasive exotic plant cover, to determine when hand removal will be appropriate in lieu of mechanical clearing. Hand removal will be required around cypress heads, as determined through staff and applicant's site visit.

All efforts will be made to protect native trees when conducting selective mechanical removal activities; and

All invasive exotic vegetation debris must be removed from the preserve.

Prior to local Development Order approval, an indigenous preserve management plan must be submitted for the 218± acre preserve area.

B. Protected Species Management and Human-Wildlife Coexistence Plan

Prior to local Development Order approval, a copy of the Protected Species Management and Human-Wildlife Coexistence Plan dated April 2017 must be submitted that includes protected species management plans for American alligator, wood stork, wading birds, twisted air plants, Florida panther, and Florida black bear as applicable.

C. Human-Wildlife Coexistence

Prior to local Development Order approval, the Development Order plans must include details for the proposed 50-foot wide drainage easement along the eastern property boundary to buffer the proposed development from the on- and off-site preserves. The drainage easement will be planted with native vegetation and includes the installation of a six foot chain link fence on the west side of the easement to reduce human/wildlife conflict in accordance with the South Florida Water Management District permit.

A copy of the project's Protected Species Management and Human-Wildlife Coexistence Plan shall be included in the community HOA documents or provided to future residents. The Plan shall be submitted as part of local Development Order approval.

D. Drainage Easement

The conveyance ditch within the 50-foot wide drainage easement along the east property line and north of the preserve must be a grassed ditch or planted with native wetland vegetation, not a hardened structure such as concrete, gravel or rip-rap. Prior to local Development Order approval, the Development Order plans must include the details of the conveyance ditch to ensure hardened structures are not utilized for the main channel of the ditch or side slopes except at outfall and infill locations or for water level control structures when needed.

E. Protected Species Survey

A current Protected Species Survey will be required as part of the Development Order submittal.

19. ESTERO FIRE RESCUE

An Auto Turn study must be submitted with the first Development Order, to ensure adequate access for fire apparatus. The Auto Turn study must be approved prior the issuance of the Development Order.

20. MODEL HOME/UNITS AND REAL ESTATE SALES

- A. The number of model homes or units will be limited to no more than 9 within the development, at any point in time.
- B. Model homes may be located within the amenity area as shown generally on the Master Concept Plan. Specific location for model homes or units must be shown on the Development Order plans.

- C. Real estate sales will be limited to the sale of lots or units within the development only and must be terminated upon the sale of the last unit in the project or phase, or 12 months after the issuance of the last Certificate of Occupancy, whichever comes first.
- D. Models cannot be of the same floor plan and each must be a separate and different design.
- E. The model display center if applicable must be shown on the Development Order as part of the first vertical Development Order application.
- F. Hours of operation for both models and real estate sales are limited to Monday through Sunday 8:00 a.m. to 7:00 p.m.

21. **DEVIATIONS**

- 1. Deviation (1) requests relief from the LDC § 10-329(d) (1) a.3. requirement of a 50-foot setback from water retention or detention excavations to a private property line under separate ownership, to allow a 25-foot setback where shown on the Master Concept Plan.

This deviation is approved subject to demonstrating wayward vehicle protection at time of Development Order.

- 2. Deviation (2) seeks relief from the LDC § 10-291 (3) requirement that two or more means of ingress and egress for residential projects with an area of five or more acres, to allow one main entry/exit and a secondary emergency only access to Corkscrew Road.

This deviation is approved with the condition that the Emergency access location is subject to approval by Estero Fire Department at time of Development Order.

- 3. Deviation (3) seeks relief from the LDC § 10-41(d)(6) requirement that roads, drives, or parking areas located less than 125 feet from existing residential subdivision, provide a solid wall or combination berm and solid wall not less than eight feet in height and constructed not less than 25 feet from the abutting property and landscaped (between the wall and the abutting property) with a minimum of five trees and 18 shrubs per 100 linear feet, to allow for a 15-foot-wide landscaping strip, no wall, a hedge (double staggered row installed at 36 inches high and maintained at 60 inches high), and five trees per 100 linear feet.

This deviation is approved based on the committed landscape buffer adjacent to Wildcat Run.

- 4. Deviation (4) seeks relief from LDC § 10-256, which requires new development and redevelopment to provide pedestrian facilities when the project is located on a roadway depicted as a trail (Lee Plan Map 22), or within 1/4 mile of an existing

pedestrian facility, to permit the Corkscrew Crossing RPD to provide fee-in-lieu waiver for construction of the sidewalk per Section 10-256(c)(3)g.

This deviation is approved subject to payment in lieu per Section 10-256(c)(3)g.

5. Deviation (5) seeks relief from LDC 33-351, which requires a 5' wide Type A perimeter buffer to be installed along the project's western boundary that includes 4 canopy trees per 100 linear feet, to permit the installation of a minimum 10' wide buffer enhanced Type A buffer consistent with the two-page Corkscrew Crossing and Wildcat Run Buffer Landscape Plan, which is referenced as Attachment A to this zoning ordinance.

This deviation is approved.

6. Deviation (6) seeks relief from LDC § 33-351, which requires a 50' Type F buffer where a preserve is located adjacent to an off-site single-family residential dwelling, to provide no buffer where the Corkscrew Crossing preserve area abuts homes within the Bella Terra community.

This deviation is approved.

7. Deviation (7) seeks relief from LDC § 10-415(b)(2)a., which requires for projects greater than ten acres that healthy sabal palms with a minimum eight-foot clear trunk and maximum of 25-foot clear trunk must be salvaged if conditions and sequence allows to permit the developer to not salvage sabal palms within the development area.

This deviation is approved.

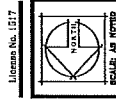
8. Deviation (8) seeks relief from LDC § 10-415(b)(1)b.5., which requires that projects greater than five acres in size that abut an arterial or collector road and have existing native trees within 50-feet of the right-of-way must be designed to provide a 50-foot right-of-way buffer for tree preservation to provide no requirement for preservation of native trees within 50 feet of the right-of-way

This deviation is approved.

ATTACHMENT A



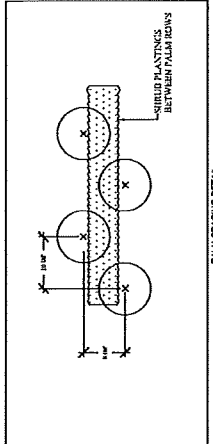
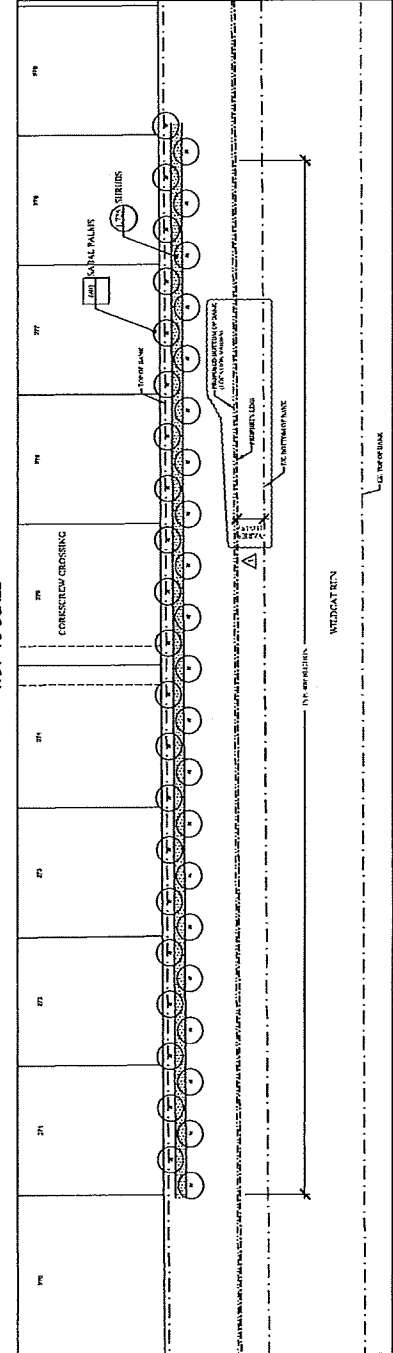
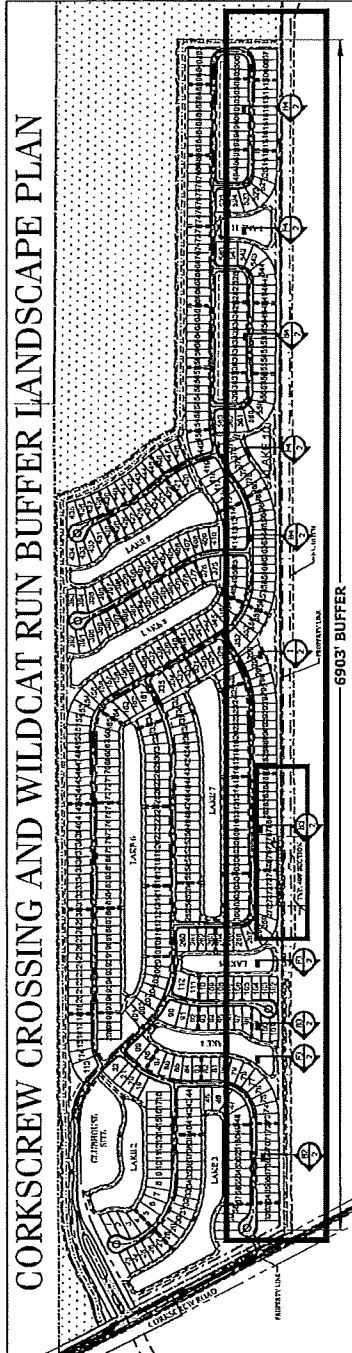
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CORKSCREW CROSSING LANDSCAPE PLANTING PLAN LEB COUNTY

NO.	DESCRIPTION	DATE

SHEET
 1 OF 2
 DATE: JUNE 2018



TYPICAL 400' SECTION
 NOT TO SCALE

ALL PLANTINGS TO BE
 PLANTED AT THE
 PLANTING DISTANCE
 NOT TO SCALE

Exhibit C-3
Corkscrew Crossing
Property Development Regulations

Development of this RPD will comply with the following Property Development Regulations:

Single-Family

Minimum Lot Area and Dimensions:

Area: 4,000 square feet
Width: 40 feet
Depth: 100 feet

Minimum Setbacks:

Street: 25 feet from public roads
20 feet from internal streets and access drives
10 feet from internal streets and access drives (side load garage only)
Side: 5 feet
Rear: 20 feet
Water body: Principal - 25 feet (measured from control elevation)
Accessory -10 feet (measured from control elevation)
Preserve: 20 feet from Wetlands: 30 feet from Pine Flatwoods
Perimeter Setback: 25 feet

Accessory Use and Structure setbacks must comply with LDC §§ 34-1171, *et seq.* and 34-2194, except that accessory structures may be 0 feet from a lake, buffer or open space tract.

Maximum Lot Coverage: 60 percent
Minimum Building Separation: 10 feet
Maximum Building Height: 2-stories/35 feet
Minimum Open Space: 10% per lot or parcel

Townhouse

Minimum Lot Area and Dimensions:

Area: 2,000 square feet (per unit)
Width: 20 feet
Depth: 100 feet

Minimum Setbacks:

Street: 25 feet from public roads
20 feet from internal streets and access drives
Side: 0/6 feet (lesser setback for interior units)
Rear: 20 feet
Water body: 25 feet (measured from control elevation)
Preserve: 20 feet from Wetlands; 30 feet from Pine Flatwoods
Perimeter Setback: 25 feet

Accessory Use and Structure setbacks must comply with LDC §§ 34-1171, *et seq.* and 34-2194.

Maximum Lot Coverage: 60%
Minimum Open Space: 10% per lot or parcel
Minimum Building Separation: 12 feet
Building Height: 2 stories/35 feet

Two Family Attached (Twin Villa)

Minimum Lot Area and Dimensions:

Area: 3,500 square feet (per unit)
Width: 25/35 feet (25 feet where offset lot line is utilized)
Depth: 100 feet

Minimum Setbacks:

Street: 25 feet from public roads
20 feet from internal streets and access drives
Side: 0/5 feet (lesser setback for interior units)
Rear: 20 feet
Water body: 25 feet (measured from control elevation)
Preserve: 20 feet from Wetlands; 30 feet from Pine Flatwoods
Perimeter Setback: 25 feet

Accessory Use and Structure setbacks must comply with LDC §§ 34-1171, *et seq.* and 34-2194, except that accessory structures may be 0 feet from a lake maintenance easement, buffer or open space tract.

Maximum Lot Coverage: 65%
Minimum Open Space: 10% per lot or parcel
Minimum Building Separation: 10 feet
Maximum Building Height: 2-stories/35 feet

Recreation Area/Clubhouse/Amenity Area

Minimum Lot Area and Dimensions:

Area: 10,000 square feet
Width: 100 feet
Depth: 100 feet

Minimum Setbacks:

Street: 25 feet from public roads
20 feet from internal streets and access drives
Side: 10 feet
Rear: 20 feet
Water body: 25 feet (measured from control elevation)
Preserve: 20 feet from Wetlands: 30 feet from Pine Flatwoods
Perimeter Setback: 25 feet

Accessory Use and Structure setbacks must comply with LDC §§ 34-1171, *et seq.* and 34-2194.

Maximum Lot Coverage: 60%
Minimum open space: 10% per lot or parcel
Minimum Building Separation: 20 feet
Height: 3 stories/45 feet

Consumption on-premises permitted indoor only. See conditions.