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COVID-19 NOTICE:

The February 24, 2021 Village Council Meeting will be conducted physically in Council Chambers at Village Hall, 9401 Corkscrew Palms Circle, with an opportunity to participate virtually. The meeting will be broadcasted live via the Village of Estero website link: <https://estero-fl.gov/council/watch-meetings-online/>. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19. Please see page 3 of this agenda for further information and instructions for public participation.

AGENDA

VILLAGE COUNCIL SPECIAL MEETING

9401 Corkscrew Palms Circle, Estero, Florida

February 24, 2021 9:30 a.m.

Village Council: District 1 – Bill Ribble, Mayor; District 2 – Howard Levitan; District 3 – Jon McLain; District 4 – Katy Errington, Vice Mayor; District 5 – James Boesch; District 6 – Nick Batos; District 7 – Jim Wilson

1. CALL TO ORDER

INVOCATION – Pastor Nolen Rollins from Legacy Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

5. ACTION ITEMS:

(a) Resolution No. 2021-02 Corkscrew Intersection Improvement Assessment

Resolution No. 2021 – 02 a Resolution of the Village of Estero Electing to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments Levied Within

the Village; Stating a Need for Such Levy; Providing for the Mailing of this Resolution; and Providing an Effective Date

Recommended Action: Council adoption of Resolution 2021-02 and authorization for the Village Mayor to enter into interlocal agreements in substantially the form provided with the Lee County Property Appraiser and Lee County Tax Collector.

Financial Impact: The intent is for this project to be revenue-neutral to the Village, with a potential for limited noticing and administrative costs, not-to-exceed \$30,000.

(b) Planning, Zoning, and Design Board Member Interviews

Recommended Action: Interview new applicants. Selection of the new board will be scheduled for Council's March 3, 2021 meeting.

Financial Impact: n/a

6. **PUBLIC COMMENT ON NON-AGENDA ITEMS**
7. **COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS**
8. **VILLAGE ATTORNEY'S REPORT**
9. **VILLAGE MANAGER'S REPORT**

Adjourn Regular Session and Convene Workshop Items

10. **WORKSHOP ITEMS:**
 - (a) Update on FFD Project – Lee County
 - (b) COVID 19 Update
11. **ADJOURNMENT**

To view and/or participate in the Council Meeting on February 24, 2021, which begins at 9:30 a.m., the following options are available:

1) View the meeting online, but not participate:

You may watch the meeting via the Village of Estero website link:

<https://estero-fl.gov/council/watch-meetings-online/>

2) View the meeting online as indicated above and provide public comment during the meeting by utilizing the eComment Card feature on the Village website: <https://estero-fl.gov/ecomment-cards/> Please fill out all required information. Comments received during the agenda item being discussed will be placed into the record.

3) The Council Chambers will be available for public comment, in accordance with social distancing orders. Participants are recommended to wear their own-supplied mask.

For additional information or for special assistance prior to the meeting, please contact Carol Sacco, Village Clerk/Executive Assistant, sacco@estero-fl.gov or 239-221-5035.

If you desire to address the Council, please complete a Public Comment Card and return it to the Village Clerk. Citizens desiring to speak must step up to the podium, state their full name and address, and whom he or she represents.

ADA Assistance – Anyone needing special assistance at the Board meeting due to a disability or physical impairment should contact Village Clerk/Executive Assistant, Carol Sacco, 239-221-5035, at least 48 hours prior to the meeting.

Pursuant to Section 286.0105, Florida Statutes:

“If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a recording of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 24, 2021

Agenda Item:

Resolution No. 2021-02 Corkscrew Intersection Improvement Assessment

Description:

The provided resolution (2021-02) and interlocal agreements (with the Lee County Property Appraiser and Lee County Tax Collector), if approved, will begin the process for imposing assessments, beginning on October 1, 2021, onto select parcels for costs incurred by the Village related to the Corkscrew Road/Puente Lane Intersection improvements project. The Village provided the upfront financing for this project, in order to expedite construction to create a safer intersection. This assessment provides a means for the Village to recoup this upfront investment, from benefitting parties, over time.

Action Requested:

Council adoption of Resolution 2021-02 and authorization for the Village Mayor to enter into interlocal agreements in substantially the form provided with the Lee County Property Appraiser and Lee County Tax Collector.

Financial Impact:

The intent is for this project to be revenue-neutral to the Village, with a potential for limited noticing and administrative costs, not-to-exceed \$30,000.

Attachments:

1. Resolution No. 2021-02
2. Property Appraiser Uniform Collection Agreement
3. Tax Collector Uniform Collection Interlocal Agreement

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VILLAGE OF ESTERO

RESOLUTION NO. 2021 - 02

A RESOLUTION OF THE VILLAGE OF ESTERO ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE VILLAGE; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village of Estero, Florida is contemplating the imposition of special assessments to fund the construction of roadway improvements within the Village boundary; and

WHEREAS, The Village intends to use the uniform method of collecting non-ad valorem special assessments to fund the construction of intersection and signal improvements at the intersection of Puente Ln and Corkscrew Rd to property within the Village limits as authorized by Section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2021, in the same manner as provided for ad valorem taxes; and

WHEREAS, both the Tax Collector and Property Appraiser have agreed to the provision of Notice and adoption of the Resolution prior to March 1, 2021; and

WHEREAS, the Village held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Estero, Lee County, Florida:

Section 1. The forgoing recitals are adopted herein as legislative findings.

Section 2. Commencing with the Fiscal Year beginning on October 1, 2021 and continuing until discontinued by the Village and with the tax statement mailed for such Fiscal Year, the Village intends to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments to fund the construction of intersection and signal improvements at the intersection of Puente Ln and Corkscrew Rd. Such non-ad valorem assessments shall be levied within the Village. The legal description of the Village is attached hereto as Exhibit B and incorporated herein by reference.

Section 3. The Village hereby determines the levy of the assessments is needed to fund and recover the cost of improvements relating to and benefiting properties within the Village.

Section 4. From time to time, the boundaries of the real property subject to this non-ad valorem special assessment may be expanded or contracted as determined by the Village Council to properly apportion the cost against benefited properties.

EXHIBIT A

The News-Press
media group
news-press.com A GANNETT COMPANY

VILLAGE OF ESTERO LEGALS
9401 CORKSCREW PALMS CIR #101
ESTERO, FL 33928

STATE OF WISCONSIN COUNTY OF BROWN:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

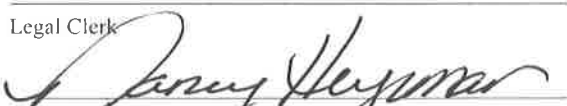
In the Twentieth Judicial Circuit Court was published in said newspaper in the issues of:

1/25/2021; 2/1/2021; 2/8/2021; 2/15/2021

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 15th day of February, 2021.



Legal Clerk

Notary Public State of Wisconsin County of Brown
5.15.23

My commission expires

Publication Cost: \$2,169.60
Ad No: GC10576537
Customer No: 0000006528
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

VILLAGE OF ESTERO, FLORIDA
NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING
NON-AD VALOREM ASSESSMENTS

The Village of Estero, Florida (the "Village") hereby provides notice, pursuant to Section 197.3632(3) (a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to fund the construction of intersection and signal improvements at the intersection of Puente Ln and Corkscrew Rd, to be levied within an incorporated area of the Village adjacent to the intersection, commencing with the Fiscal Year beginning on October 1, 2021 and continuing until discontinued by the Village. The Village will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 9401 Corkscrew Palms Circle on February 24, 2021 in Estero, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contain the legal description of the real property subject to the levy, are on file at the Village Clerk's Office in Village Hall, located at 9401 Corkscrew Palms Circle in Estero, Florida. All interested persons are invited to attend the public hearing. In the event any person decides to appeal any decision by the Village Council with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, the location of this public hearing is accessible to persons with disabilities. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Any special accommodations can be requested by contacting the Deputy Village Clerk whose address is 9401 Corkscrew Palms Circle, Estero, Florida 33928, whose telephone number is (239) 221-5035, and whose e-mail address is duran@estero-fl.gov, at least two (2) calendars days prior to the meeting.

TAMMY DURAN
DEPUTY CITY CLERK

EXHIBIT B

LEGAL DESCRIPTION

The territorial boundaries of the Village of Estero upon the date of incorporation shall include the following areas situated in Lee County:

A. In Township 46 South, Range 24 East, those portions of Sections 25 and 36 lying east of the waters of Estero Bay.

B. In Township 46 South, Range 25 East, those portions of Section 31 lying east of the waters of Estero Bay.

C. In Township 46 South, Range 25 East, the Southwest Quarter (SW-1/4) of Section 22 and All of Sections 21, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35 and 36.

D. In Township 46 South, Range 26 East, those portions of Sections 19 and 20 lying south of the south right-of-way line of Corkscrew Road and all of Sections 29, 30, 31 and 32.

E. In Township 47 South, Range 25 East, those portions of Sections 2 and 11 lying west of the west right-of-way line of Interstate 75 (State Road No. 93) and all of Sections 3, 4, 9 and 10.

F. In Township 47 South, Range 25 East, the Northwest Quarter of (NW-1/4) of Section 5, the Northeast Quarter of (NE-1/4) of Section 5 and a parcel of land lying in the Southeast Quarter (SE-1/4) of Section 5 as described in Deed Book 244, page 138, public records of Lee County, Florida.

G. That portion of Section 6, Township 47 South, Range 25 East lying within a parcel of land as described in Official Records Book 1924, page 2148, public records of Lee County, Florida and the plat of West Bay Club as recorded in Plat Book 62, page 79, public records of Lee County, Florida.

H. That portion of Section 7, Township 47 South, Range 25 East lying within a parcel of land as described in Instrument Number 2013000044684, public records of Lee County, Florida.

I. In Township 47 South, Range 25 East, All of Section 8.

LESS AND EXCEPT:

The East Half (E-1/2) of the Northwest Quarter (NW-1/4) and the West Half (W-1/2) of the West Half (W-1/2) of the Northeast Quarter (NE-1/4) of Section 8, Township 47 South, Range 25 East, less the south 40 feet for the Coconut Road Right-of-way.

ALSO LESS AND EXCEPT:

The West Half (W-1/2) of the Northwest Quarter (NW-1/4) of Section 8, Township 47 South, Range 25 East.

ALSO LESS AND EXCEPT:

That portion of Coconut Road lying in the West Half (W-1/2) of the Southwest Quarter (SW-1/4) of Section 8, Township 47 South, Range 25 East.

ALSO LESS AND EXCEPT:

The following parcel located within the corporate limits of the City of Bonita Springs:
Being a portion of land located in Section 8, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows:

Commence at the southwest corner of the Coconut Road Right-of-way as shown on the specific purpose survey prepared by Johnson Engineering, inc. dated December 15, 1999 with a project number of 19991898; thence run along the south line of said right-of-way South $89^{\circ}43'06''$ East, for a distance of 45.84 feet, to the Point of Beginning of the parcel of land herein described; thence continue along said south line South $89^{\circ}43'06''$ East, for a distance of 904.21 feet to the intersection of the extension of the west line of Via Veneto right-of-way as recorded in Official Records Book 4408, page 470 of the public records of Lee County, Florida and said south line of Coconut Road; thence run along the westerly line of said right-of-way and extension thereof for the following four (4) courses and distances:

1. South $00^{\circ}17'49''$ West, for a distance of 47.01 feet;
2. thence run South $74^{\circ}36'33''$ East, for a distance of 58.19 feet;
3. thence run South $50^{\circ}54'15''$ East, for a distance of 143.04 feet;
4. thence run South $00^{\circ}11'43''$ West, for a distance of 82.19 feet to a point on the Westerly line of parcel 5 of those lands recorded in Instrument Number 2009000192836 of said public records; thence run along said westerly line for the following eight (8) courses and distances:
 1. North $89^{\circ}47'57''$ West, for a distance of 34.12 feet;
 2. thence run South $63^{\circ}30'43''$ West, for a distance of 230.57 feet;
 3. thence run South $47^{\circ}26'14''$ West, for a distance of 466.86 feet;
 4. thence run South $41^{\circ}35'17''$ West, for a distance of 46.90 feet to a point on a circular curve concave northwest, whose radius point bears North $48^{\circ}24'38''$ West, a distance of 100.00 feet therefrom;
 5. thence run southwesterly along the arc of said curve to the right, having a radius of 100.00 feet, through a central angle of $28^{\circ}01'16''$, subtended by a chord of 48.42 feet at a bearing of South $55^{\circ}36'00''$ West, for an arc length of 48.91 feet to a point on a circular curve concave southeast, whose radius point bears South $20^{\circ}23'12''$ East, a distance of 105.00 feet therefrom;
 6. thence run southwesterly along the arc of said curve to the left, having a radius of 105.00 feet, through a central angle of $54^{\circ}28'46''$, subtended by a chord of 96.12 feet at a bearing of South $42^{\circ}22'25''$ West, for an arc length of 99.84 feet to a point on a circular curve concave northwest, whose radius point bears North $74^{\circ}51'54''$ West, a distance of 100.00 feet therefrom;
 7. thence run southwesterly along the arc of said curve to the right, having a radius of 100.00 feet, through a central angle of $14^{\circ}44'34''$, subtended by a chord of 25.66 feet at a bearing of South $22^{\circ}30'23''$ West, for an arc length of 25.73 feet to the end of said curve;
 8. thence run South $29^{\circ}52'39''$ West, for a distance of 22.93 feet; thence run North $34^{\circ}45'41''$ West, for a distance of 134.67 feet; thence run North $53^{\circ}03'31''$ West, for a distance of 119.51 feet; thence run North $19^{\circ}08'07''$ West, for a distance of 117.09 feet; thence run North $41^{\circ}42'16''$ West, for a distance of 86.54 feet; thence run North $00^{\circ}49'46''$ West, for a distance of 150.18 feet; thence run North $50^{\circ}28'56''$ West, for a distance of 47.03 feet; thence run North $20^{\circ}07'09''$ West, for a distance of 19.34 feet; thence run North $34^{\circ}54'03''$ West, for a distance of 30.82 feet; thence run North $23^{\circ}07'05''$ East, for a distance of 44.14 feet; thence run North $28^{\circ}21'44''$ West, for a distance

of 88.04 feet; thence run North 39°18'43" East, for a distance of 25.46 feet; thence run North 07°41'43" East, for a distance of 98.70 feet; thence run North 10°04'01" West, for a distance of 18.32 feet to the Point of Beginning. Containing 12.26 acres, more or less.

ALSO LESS AND EXCEPT:

The following parcel located within the corporate limits of the City of Bonita Springs:

A parcel of land located in Section 7 and 8, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commence at the East Quarter corner of Section 7, Township 47 South, Range 25 East, Lee county, Florida; thence along the east line of said Section 7, South 00°50'02" East, a distance of 25.00 feet to a point on the south right-of-way line of Coconut Road, the same being the Point of Beginning of the parcel of land herein described; thence run along said south line, South 89°43'21" East, a distance of 45.84 feet; thence South 10°04'01" East, a distance of 18.32 feet; thence South 07°41'43" West, a distance of 98.70 feet; thence South 39°18'43" West, a distance of 25.46 feet; thence South 28°21'44" East, a distance of 88.04 feet; thence South 23°07'05" West, a distance of 44.14 feet; thence South 34°54'03" East, a distance of 30.82 feet; thence South 20°07'09" East, a distance of 19.34 feet; thence South 50°28'56" East, a distance of 47.03 feet; thence South 00°49'46" East, a distance of 150.18 feet; thence South 41°42'16" East, a distance of 86.54 feet to a point on the boundary line of Conservation Easement Number 14, recorded in Official Records Book 3094, page 3234, public records of Lee County, Florida; thence along said boundary, South 75°38'07" West, a distance of 112.79 feet to a point on the boundary of a Conservation Easement recorded in Official Records Book 4283, page 3774, public records of Lee County, Florida; thence follow along the boundary of said Conservation Easement to the intersection of the south line of Section 8, Township 47 South, Range 25 East, Lee County, Florida, for the following courses and distances, South 13°27'24" West, a distance of 68.12 feet; thence South 38°25'26" West, a distance of 13.31 feet; thence South 22°41'02" East, a distance of 9.38 feet; thence South 14°12'53" West, a distance of 28.04 feet; thence North 83°09'35" East, a distance of 75.71 feet; thence South 17°31'04" West, a distance of 24.03 feet; thence South 01°58'43" West, a distance of 35.44 feet; thence South 80°03'12" East, a distance of 25.81 feet; thence South 76°58'32" East, a distance of 32.43 feet; thence South 58°26'34" East, a distance of 32.79 feet; thence South 50°42'32" East, a distance of 25.83 feet; thence South 06°30'32" West, a distance of 20.53 feet; thence South 34°00'38" West, a distance of 22.57 feet; thence South 86°51'04" West, a distance of 39.79 feet; thence North 71°44'14" West, a distance of 18.15 feet; thence North 79°21'50" West, a distance of 24.88 feet; thence North 54°46'17" West, a distance of 19.72 feet; thence North 70°05'51" West, a distance of 36.50 feet; thence South 14°42'48" West, a distance of 28.87 feet; thence South 31°00'38" West, a distance of 25.53 feet; thence South 46°04'37" West, a distance of 27.43 feet; thence South 79°48'07" East, a distance of 48.50 feet; thence South 41°58'46" East, a distance of 40.98 feet; thence South 42°24'51" East, a distance of 36.16 feet; thence South 83°34'30" East, a distance of 24.52 feet; thence South 15°52'35" West, a distance of 34.51 feet; thence South 59°45'12" East, a distance of 25.96 feet; thence South 60°07'55" East, a distance of 30.22 feet; thence South 28°14'30" East, a distance of 18.56 feet; thence South 12°04'44" West, a distance of 31.95 feet; thence North 82°28'58" West, a distance of 22.54 feet; thence North 78°36'49" West, a distance of 29.64 feet; thence North 60°50'08" West, a distance of 22.14 feet; thence South 14°57'51" West, a distance of 38.06 feet; thence South 11°26'36" West, a distance of 19.74 feet; thence South 58°07'12" East, a distance of 25.45 feet; thence South 12°12'57" East, a distance of 22.75 feet; thence South 86°12'55" East, a distance of 20.51 feet;

thence South 56°23'00" East, a distance of 28.55 feet; thence South 41°44'09" West, a distance of 15.79 feet; thence North 71°14'30" West, a distance of 22.95 feet; thence North 67°33'53" West, a distance of 23.50 feet; thence South 54°36'26" West, a distance of 44.61 feet; thence North 53°20'16" West, a distance of 28.47 feet; thence North 35°50'04" West, a distance of 42.22 feet; thence North 41°43'16" East, a distance of 24.56 feet; thence North 82°15'02" West, a distance of 13.75 feet; thence South 58°55'16" West, a distance of 31.96 feet; thence South 22°08'04" West, a distance of 21.15 feet; thence South 40°59'54" East, a distance of 20.68 feet; thence South 47°19'30" East, a distance of 50.06 feet; thence South 03°17'09" East, a distance of 19.29 feet; thence South 39°41'04" East, a distance of 35.54 feet; thence South 00°32'00" West, a distance of 23.73 feet; thence South 36°13'51" West, a distance of 33.30 feet; thence South 26°54'16" West, a distance of 22.25 feet; thence South 21°50'28" West, a distance of 36.79 feet; thence South 63°28'06" West, a distance of 28.23 feet; thence South 25°24'38" West, a distance of 13.47 feet; thence South 42°37'08" West, a distance of 36.84 feet; thence South 19°49'02" West, a distance of 36.20 feet; thence South 48°17'57" West, a distance of 25.07 feet; thence South 48°46'20" East, a distance of 23.96 feet; thence South 07°18'24" East, a distance of 39.41 feet; thence South 61°42'17" East, a distance of 63.96 feet; thence South 19°30'39" East, a distance of 37.00 feet; thence South 07°11'44" East, a distance of 30.87 feet; thence South 57°48'34" West, a distance of 26.54 feet; thence South 39°49'37" West, a distance of 51.91 feet; thence South 33°12'43" West, a distance of 21.35 feet; thence South 09°34'48" West, a distance of 44.74 feet; thence South 20°48'56" East, a distance of 48.32 feet; thence South 24°55'57" West, a distance of 41.90 feet; thence South 02°45'31" East, a distance of 35.63 feet; thence South 33°18'17" East, a distance of 34.45 feet; thence South 08°14'15" West, a distance of 43.31 feet; thence South 19°59'58" East, a distance of 78.22 feet; thence South 27°23'35" East, a distance of 37.53 feet; thence South 37°39'35" West, a distance of 40.08 feet; thence South 01°14'30" East, a distance of 20.37 feet; thence South 71°18'06" West, a distance of 15.08 feet; thence South 57°59'14" West, a distance of 26.21 feet; thence South 27°10'02" West, a distance of 44.00 feet; thence South 34°26'29" East, a distance of 51.64 feet; thence South 12°11'33" East, a distance of 38.89 feet; thence South 31°00'48" East, a distance of 40.10 feet; thence South 05°32'22" East, a distance of 52.47 feet; thence South 14°06'44" West, a distance of 27.92 feet; thence South 18°32'06" West, a distance of 38.27 feet; thence North 86°57'32" East, a distance of 15.90 feet; thence North 67°34'27" East, a distance of 25.47 feet; thence South 12°39'01" East, a distance of 39.36 feet; thence South 84°33'25" West, a distance of 27.45 feet; thence South 47°36'58" West, a distance of 27.94 feet; thence South 34°56'23" East, a distance of 26.07 feet; thence North 89°13'57" East, a distance of 45.10 feet; thence South 16°15'58" East, a distance of 49.58 feet; thence South 12°23'09" West, a distance of 35.75 feet; thence South 05°37'35" East, a distance of 67.77 feet; thence South 17°34'05" West, a distance of 40.65 feet; thence South 45°08'32" East, a distance of 43.24 feet; thence South 07°58'04" East, a distance of 16.70 feet to a point on the south line of aforementioned Section 8; thence along said south line, North 89°52'21" West, a distance of 34.61 feet to a the southeast corner of said Section 7; thence along the south line of said Section 7, North 89°52'21" West, a distance of 2,276 feet more or less to the water of the Estero Bay; thence northerly along said waters, a distance of 4,498 feet, more or less; thence North 89°13'27" East, a distance of 742 feet more or less to a point on the boundary of the lands described in Official Records Book 3052, page 1859, public records of Lee County, Florida; thence along the boundary of said lands for the following three (3) calls: 1) South 00°46'33" East, a distance of 650.00 feet; 2) thence North 89°13'27" East, a distance of 1,107.21 feet; 3) thence North 00°50'02" West, a distance of 625.00 feet to the Point of Beginning. Containing 110.89 acres, more or less.

AND INCLUDING:

J.A. In Township 46 South, Range 25 East, that portion of the Southwest Quarter (SW-1/4) of Section 23 lying west of the west right-of-way line of Interstate 75 (State Road No. 93). K.B. In Township 46 South, Range 25 East, that portion of the Southeast Quarter (SE-1/4) of Section 20 lying south of the north line of a parcel of land described in Instrument Number 2012000146389, public records of Lee County, Florida and northeast of the northeast right-of-way line of US 41 - Tamiami Trail (State Road No. 45). L.C. That portion of a Tract or Parcel of land lying in Sections 20, Township 46, South, Range 25 East, which Tract or Parcel is more particularly described as follows:

Beginning at the Southeast corner of said Section 20 and run Westerly along the south line of said Section 20 for 660 feet to the Easterly boundary of lands described in deed recorded in Deed Book 217, at Page 367, of the Public Records of Lee County; thence run Northerly along said Easterly boundary, parallel with the East line of said Section 21 for 995.91 feet to the Southwesterly corner of lands described in deed recorded in Deed Book 295, at Page 505 of said Public Records, thence run Easterly along the Southerly boundary of said lands and an Easterly prolongation thereof, parallel with the south line of said Section 21 for 498.56 feet; thence deflect $35^{\circ}25'00''$ left and run Northeasterly, perpendicular to the centerline of the Tamiami Trail (State Road 45) for 126.84 feet to a Point on the Southwesterly line (68 feet from said centerline) of said Tamiami Trail thence run Southeasterly along said Southwesterly line for 100.00 feet to a concrete monument on the line common to said sections 20 and 21, thence continue Southeasterly along said Southwesterly line of said Tamiami Trail for 315.24 feet to a concrete monument; thence deflect $126^{\circ}13'$ to the right and run Westerly, perpendicular to said line common to said Sections 20 and 21 for 186.26 feet to a point on said section line; thence run Southerly along said section line for 733.59 feet to the Point of Beginning.

AND INCLUDING:

M. A tract or parcel of land lying in the Southeast quarter of the Southeast quarter of Section 20, Township 46, Range 25 East, Lee County, Florida, which Tract or Parcel is described as follows: From the concrete monument marking the Southeast corner of said Section 20, run $S 88^{\circ}30'00''$ W, along the South line of said Section for 660.0 feet to a concrete monument; thence run $N 0^{\circ}42'00''$ W, parallel with the East line of said Section 995.91 feet to a concrete monument; thence run $N 88^{\circ}30'00''$ E, parallel with said South line for 498.56 feet to a concrete monument, thence run $N 53^{\circ}05'00''$ E, for 23.96 feet to concrete monument and the point of beginning. From said point of beginning run $N 38^{\circ}56'00''$ W for 286.25 feet to a steel pin, thence run $N 17^{\circ}25'50''$ E, for 62.04 feet to a concrete monument marking the intersection with the southerly line of Pine Road, thence run $N 88^{\circ}39'20''$ E, along southerly line, parallel with and 25 feet (as measured on a perpendicular) Southerly from the North line of said fraction of a Section for 76.95 feet to an intersection with the southwesterly line (68 feet from the center line) of the Tamiami Trail (State Road No. 45); thence run $S 36^{\circ}55'00''$ E., along said Southwesterly line for 277.49 feet to a concrete monument, thence run $S 53^{\circ}05'00''$ W, perpendicular to said southwesterly line for 102.88 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

Lot 5, PELICAN LANDING UNIT TWENTY-SEVEN, as recorded at Plat Book 61, pages 8 and 9 of the Public Records of Lee County.

Lot 1 and 2, PELICAN LANDING UNIT TWENTY-FIVE, as recorded at Plat Book 58, pages 83 and 84 of the Public Records of Lee County.

LOTS 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 37, 38, 39, 40, 41, 44, 45, 46, 47, 48, 50, and 51 of the Plat of The Sanctuary at Pelican Landing as recorded in Plat Book 60 pages 20-22 of the Official Records of Lee County.

LOTS 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 16, 30, 31, 32, 33, 34, and 35 of The Plat of Pelican Landing Unit 22 as Recorded in Plat Book 58, Pages 17-21 of the Official Records of Lee County, Florida. Tracts "B" and "C" (including vacated road right-of-way) shown in the plat of PELICAN LANDING UNIT TWENTY-FOUR, as recorded at Plat Book 58, page 71, the Public Records of Lee County, Florida, along with a parcel of land located in the Southeast 1/4 corner of Section 9, Township 47 South, Range 25 East, Lee County, Florida, more particularly described on Exhibit A-1, attached to Lee County Official Records Instrument Number 2010000058343.

LOTS 1, 2, 3, 18, 19, 20, 21 and 22 OF THE PLAT OF HERON COVE AT PELICAN LANDING AS RECORDED IN PLAT BOOK 57, PAGE 59 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; LOTS 1, 2, and 13, OF THE PLAT OF HERON GLEN AT PELICAN LANDING AS RECORDED IN PLAT BOOK 59, PAGE 52 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; LOT 1, 3, and 4, BLOCK B OF THE PLAT OF PELICAN LANDING UNIT TEN AS RECORDED IN PLAT BOOK 53, PAGE 30 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; Pelican Landing Landscape Buffer Site as described in instrument #2010000058343 of the Official Records of Lee County.

AND INCLUDING:

Parcels annexed into the Village of Estero listed by ordinance:

Ord. No. 19-30, ANNEXING PROPERTY LOCATED AT 4528, 4406 AND 4410 COCONUT ROAD, legally described as follows:

A TRACT OR PARCEL OF LAND BEING BLOCK 16, OF THE UNRECORDED PLAT OF EL DORADO ACRES SUBDIVISION, RECORDED IN DEED BOOK 310, PAGE 183, OFFICIAL RECORDS BOOK 82, PAGE 472, AND UNRECORDED PLAT BOOK 1, PAGE 93, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN THE EAST ONE HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) AND THE WEST ONE HALF (W 1/2) OF THE WEST ONE HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4), TOGETHER WITH THE WEST 50 FEET OF THE SOUTH 200 FEET OF THE WEST 200 FEET OF THE EAST 3/4 (E 3/4) OF THE NORTHEAST 1/4 (NE 1/4) OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 8, THENCE NORTH 89°43'06" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 8 FOR 9.65 FEET; THENCE NORTH 00°11'05" EAST FOR 40.00 FEET TO AN INTERSECTION WITH THE NORTH MAINTAINED RIGHT-OF-WAY OF COCONUT ROAD (65 FEET WIDE) RECORDED IN MAP BOOK 2, PAGE 65, AND INSTRUMENT NO. 5412193, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE NORTH 00°11'05" EAST ALONG THE EAST LINE OF EL DORADO BOULEVARD (80 FEET WIDE) AS SHOWN ON SAID UNRECORDED PLAT OF EL DORADO ACRES, A DISTANCE OF 60.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 285.00 FEET, A DELTA ANGLE OF DELTA 51°32'36", A CHORD BEARING OF NORTH 25°28'43" WEST, A CHORD DISTANCE OF CHORD 248.03 FEET, AN ARC DISTANCE OF 256.39 FEET THE END OF SAID CURVE; THENCE NORTH 51 °15'01" WEST FOR 161.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING RADIUS OF 210.00 FEET, A DELTA ANGLE OF 49°58'01", A CHORD BEARING OF NORTH 26°15'35" WEST, A CHORD DISTANCE OF 177.39 FEET, AN ARC DISTANCE OF 183.14 FEET TO THE END OF SAID CURVE; THENCE NORTH 01°23'16" WEST, A DISTANCE OF 27.6 1 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF VILLA CAPRI LANE (FIRST COURT), (50 FEET WIDE) AS SHOWN ON SAID UNRECORDED PLAT OF EL DORADO ACRES; THENCE SOUTH 89°39'31" EAST, ALONG SAID RIGHT-OF-WAY FOR 949.35 FEET TO THE WEST LINE OF THE EAST 3/4 (E 3/4) OF THE NORTHEAST 1/4 (NE 1/4) OF SAID SECTION 8, ALSO BEING THE WEST LINE OF MARBLEBROOK OF BONITA SPRINGS PHASE IV, RECORDED IN PLAT BOOK 70, PAGE 68 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID LINE, SOUTH 01°16'36" EAST, A DISTANCE OF 409.80 FEET TO THE SOUTHWEST CORNER OF TRACT A, OF SAID MARBLEBROOK OF BONITA SPRINGS PHASE IV SUBDIVISION; THENCE SOUTH 89°43'06" EAST, ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 50.02 FEET TO THE EAST LINE OF THE WEST 50 FEET, OF THE SOUTH 200 FEET OF THE WEST 200 FEET OF THE EAST 3/4 (E 3/4) OF THE NORTHEAST 1/4 (NE 1/4) OF SAID SECTION 8; THENCE SOUTH 01°16'36" EAST, ALONG SAID EAST LINE, A DISTANCE OF 160.06 FEET TO AN INTERSECTION WITH THE NORTH MAINTAINED RIGHT-OF-WAY OF SAID COCONUT ROAD (65 FEET WIDE); THENCE NORTH 89°43'06" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 700.72 FEET TO THE POINT OF BEGINNING. CONTAINING 453,324 SQUARE FEET OR 10.407 ACRES, MORE OR LESS.

UNIFORM COLLECTION INTERLOCAL AGREEMENT

This Agreement, made and entered into this _____ day of _____, _____ (“Agreement”), by and between **Village of Estero, Florida**, (“Local Government”), and **Matthew Caldwell, Lee County Property Appraiser**, a constitutional officers of the State of Florida, whose address is 2480 Thompson Street, Fort Myers, Florida 33901-3074

1. Section 197.3632, Florida Statutes, authorizes non-ad valorem special assessments of Local Governments may be collected using the “Uniform Method” provided in that section. Pursuant to that opinion, the Property Appraiser and the Local Government shall enter into an agreement providing for reimbursement to the Property Appraiser of administration costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. Pursuant to section 197.3632(3)(b), the Property Appraiser agrees to provide in compatible electronic medium (1) the legal description of the property within the boundaries described by the resolution adopted by the Local Government, (2) the names and addresses of the owners of such property, and (3) the property identification numbers of such property contained in the ad valorem tax roll submitted to the Department of Revenue.
3. The parties herein agree that commencing with the 2021 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to him by the Village of Estero.
4. This agreement shall continue from year to year unless cancelled by either party by giving written notice prior to January 1 of the year that the agreement shall stand terminated.
5. Local Government shall comply with all relevant requirements of Chapter 197, Florida Statutes, and all related Florida Administrative Code rules relating to, but not limited to, compliance with advertising and notices required for the use of the Uniform Method provided in 197.3632.
6. Local Government shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments and other information as requested from time to time by the Property Appraiser. The Property Appraiser shall, using the information provided by the Local Government, place the non ad valorem special assessments, as made from time to time and certified to him, on properties within the assessment district boundaries. The assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
7. The Property Appraiser shall be reimbursed for all necessary administrative costs incurred, including but not limited to the costs of personnel, forms, supplies, data processing, computer equipment, postage and programming. The parties agree the administrative costs shall be reimbursed at the rate of \$1 per parcel as identified by STRAP number for each year in which such assessments are placed on the tax rolls. Local Government shall pay Property Appraiser within forty five days of receipt of invoice from Property Appraiser.

8. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under the Agreement.

9. The parties agree to consult and cooperate with one another as necessary for the efficient and timely delivery of the information to be provided in Paragraphs 2 and 6.

10. In performing the services provided in this agreement, the Property Appraiser shall not in any way, express or implied, directly or indirectly, be responsible for proposing, imposing, certifying or levying any non-ad valorem special assessment or determining whether any such any non-ad valorem special assessment is authorized, constitutional, legal or valid. Local Government is solely responsible to levy the assessments, certify its roll and to insure all assessments are authorized, constitutional, legal and valid.

11. Local Government shall be responsible for all changes and adjustments to the non-ad valorem special assessments and will provide all such changes or adjustments to the Property Appraiser. All questions regarding any assessments will be handled by Local Government and Property Appraiser will refer all communications and questions regarding the assessments to Local Government.

12. To the extent permitted by law, Local Government shall indemnify, defend and hold harmless the Property Appraiser against any claims, judgments, expenses, liabilities and, including attorney's fees, arising from Local Government's actions or omissions regarding the imposition, levy, roll preparation and certification of the assessments.

13. Information provided by the Property Appraiser may contain information that is confidential and exempt from disclosure under Chapter 119, Fla. Stat., Florida's Public Records Law. Local Government shall familiarize its staff with the applicable statutory provisions and rules governing the Public Records Law and the applicable exemptions and provisions regarding confidentiality. Local Government shall comply with the Public Records Law and all applicable exemptions and provisions regarding confidentiality.

EXECUTED on the date first above written.

Matthew Caldwell
Lee County Property Appraiser

Bill Ribble
Mayor, Village of Estero

UNIFORM COLLECTION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of March, 2019, by and between Village of Estero, ("Village"), whose address is 9401 Corkscrew Palms Circle, Estero, Florida 34928, and the Office of the Lee County Tax Collector, by and through the Honorable R. Noelle Branning, Lee County Tax Collector, whose address is Lee County Tax Collector's Office, 2480 Thompson Street, Fort Myers, Florida 33901 ("Tax Collector").

SECTION I

Findings and Determinations

The parties find and determine:

1. Village is authorized to impose and levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology of collection for certain non-ad valorem special assessments constituting a capital project assessment for the design and construction of certain intersection improvements at the intersection of Corkscrew Rd and Puente Ln ("Assessments"), as authorized by constitutional and statutory municipal home rule and by Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, as amended; and
2. The term "Assessments" means those certain levies by Village which purport to constitute non-ad valorem special assessments financing the construction of necessary capital infrastructure improvements. A non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by Village and if it is apportioned to the property fairly and reasonably; and
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies; and
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology; and

5. The uniform methodology provides for more efficiency of collection by virtue of the “Assessment” being on the official tax notice issued by the Tax Collector which will produce positive economic benefits to Village and its citizens and taxpayers; and
6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion and promote local government accountability; and
7. The Tax Collector, as the State Constitutional Officer for the Lee County Political Subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations, to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the “Assessments”; and
8. The sole and exclusive responsibility to determine, impose and levy the “Assessments” and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment for the transportation infrastructure improvements is that of Village and no other person, entity or officer.

SECTION II

Authority

1. Section 2, Article VIII, Florida Constitution; Section 166.021, Florida Statutes; Sections 197.3631, 3632 and 3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law govern the exercise by Village of its local self-government power to render and pay for municipal services.
2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code, and other applicable provisions of constitutional and statutory law apply to Tax Collector in the capacity as a state constitutional county officer and agent of the Florida Department of Revenue for the purpose of collecting and enforcing the collection of non-ad valorem special assessments levied by the Village of Estero, a municipal corporation of the State of Florida.
3. Section 197.3631, Florida Statutes, constitutes supplemental authority for Village to levy non-ad valorem assessments including such non-ad valorem special assessments as the “Assessments” for a capital project assessment.
4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to Village and to Tax Collector in and for Lee County, as well as the Department of Revenue.

SECTION III

Purpose

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem special assessments, the “Assessments”, levied by Village to include compensation by Village to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; payment by Village of any costs involved in separate mailings because of non merger of any non-ad valorem special assessment roll as certified by Village or his or her designee, pursuant to Section 197.3632(7), Florida Statutes, and reimbursement by Village for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632(2), Florida Statutes.

SECTION IV

Term

The term of this Agreement shall commence upon execution, effective for the 2021 tax notice purposes, and shall continue and extend uninterrupted from year to year, automatically renewed for successive periods not to exceed one (1) year each, unless Village shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10 of each calendar year, if Village intends to discontinue to use the uniform methodology for such “Assessments” pursuant to Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue.

SECTION V

Duties and Responsibilities of Village

Village agrees, covenants and contracts to:

1. Compensate the Tax Collector for actual collection costs incurred pursuant to Section 197.3632(8)(c), Florida Statutes, and 12D-18.004(2), Florida Administrative Code.
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the “Assessments” by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-

18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

3. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by Village pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
4. The Tax Collector shall collect from Village all costs associated with the collection of the non-ad valorem special assessments for each year. Current estimated annual collection cost is \$1.45 per parcel and is subject to change based upon actual expenditures.
5. Village shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
6. Village has elected to engage the services of the Property Appraiser to serve as agent of Village to specifically list, extend, prepare and submit the non-ad valorem assessment rolls of Village to the Tax Collector on an annual basis at the same time that the regular ad valorem roll is certified to the Tax Collector on compatible electronic medium as defined in Section 197.3632(1)(f), Florida Statutes; designated by the property identification number, the Village of Estero, non-ad valorem special assessment rolls.
7. Village agrees to abide by and implement its duties under the uniform law pursuant to all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.
8. Village acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including Village's "Assessments" and that it is the sole responsibility and duty of Village to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the "Assessments".
9. To the extent permitted by law (Section 768.28, Florida Statutes), Village shall indemnify and hold harmless Tax Collector to the extent of any legal action which may be filed in local, state or federal courts against Tax Collector regarding the imposition, levy, roll preparation and certification of the "Assessments"; Village shall pay for or reimburse Tax Collector for fees for legal services rendered to Tax Collector with regard to any such legal action.

SECTION VI

Duties of the Tax Collector

1. The Tax Collector shall include the non-ad valorem special assessments on the combined notice of taxes, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities (all the local governments) within the Lee County Political Subdivision, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by Village, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
2. Tax Collector shall collect the “Assessments” of Village as certified by the duly authorized Village representative, to the Property Appraiser no later than September 15 of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408, and free of errors and omissions.
3. The Tax Collector shall disburse funds due to Village hereunder in accordance with the provisions of F.S. 197.383, as amended from time to time. All costs associated with the collection of the non-ad valorem special assessments shall be deducted from the second and third distributions prior to remittance of the proceeds to Village.
4. The Tax Collector agrees to cooperate with Village in implementation of the uniform methodology for collecting “Assessments” pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the “Assessments” of Village that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
5. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request Village to file a corrected roll or a correction of the amount of any assessment and Village shall bear the cost of any such error or omission.
6. If Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem special

assessment (“Assessment”) or shall direct Village to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to Village and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. Tax Collector shall have sole discretion in making such decision. If such a separate mailing is affected, Village shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, and all such costs shall be deducted from the second and third distributions prior to remittance of the proceeds to Village.

SECTION VII

Good Faith, Severability, Governing Law and Notice

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid, altering substantially the benefits of the Agreement for either of the parties or rendering the statutory and regulatory obligations unperformable.
3. This Agreement shall be governed by the laws of the State of Florida.
4. Written notice shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

- a. As to Tax Collector:

R. Noelle Branning
Lee County Tax Collector
2480 Thompson Street
Fort Myers, FL 33901

- b. As to City:

Steve Sarkozy
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 34928

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST

LEE COUNTY TAX COLLECTOR

By: _____
R. Noelle Branning

Date: _____

ATTEST

By: _____
Name: Bill Ribble
Title: Mayor

Date: _____

LEGAL REVIEW

Name: Burt Saunders, Esq.
Title: Village Attorney

As authorized for execution by the Village Council at its February 24, 2021, regular meeting.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 24, 2021

Agenda Item:

Planning, Zoning, and Design Board Member Interviews

Description:

The new Land Development Code adopted by the Village Council on January 27, 2021 established a Planning, Zoning and Design Board for functions formerly assigned separately to the Planning and Zoning Board and the Design Review Board. The Code provides for a range of 7 to 9 members on this new Board.

Per Council direction, staff has advertised for Board members as well as verifying existing members' interest in serving on the new Board. 15 applications were received by the deadline. Council decided to interview new applicants on February 24th.

Action Requested:

Interview new applicants. Selection of the new board will be scheduled for Council's March 3, 2021 meeting.

Financial Impact:

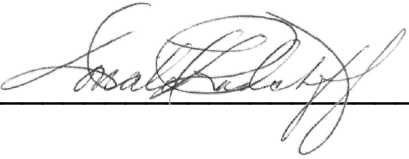
n/a

Attachments:

1. New Member Applications or Resumes

Please explain what you hope to achieve in this position: Estero is a young rapidly growing village. Leaders need to assess and predict future growth needs while addressing current issues and petitions. I want to help Estero keep and achieve the Vision set down by the council. Estero has the chance to achieve what other towns can only wish for. I am excited about the future for our community and the realization of its potential. I think we all have an obligation to give back.
I hope this is one of the ways I can do so.

Please supplement this application by submitting a copy of your resume.

Signature  Date 02/02/2021

Thank you for your interest in serving the Village of Estero



VILLAGE OF ESTERO
PLANNING, ZONING, AND DESIGN BOARD
MEMBERSHIP APPLICATION

Name: Howard J. Levitan

Address: 21711 Palmetto Dunes DR, Unit 201, Estero, FL 33928

Community: Pelican Sound

Home Phone: N/A Cell Phone: 239-292-1219

Email Address: hlevitan12@gmail.com

Year-round Resident: Snowbird: Annual months in Estero: 8 mo.
but back + forth

Years as Estero Resident: 11

Employed: Retired:

Monthly Hours Available for Community Service: 50+

Qualifications for Planning, Zoning, and Design Board:

former ECCL Vice Chair + Secretary to ECPP + DRB

Village Council 2015-2021

Division to Community Development + Land Use Boards 2016-2021

Educational Background: A.B. Tufts University 1967

J.D. Boston College Law School 1970

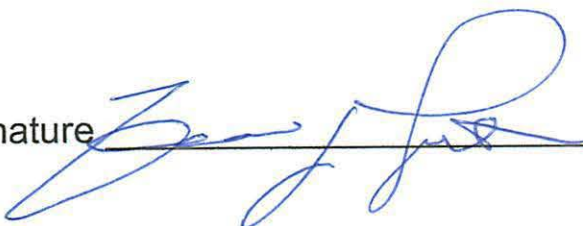
Relevant Professional Work Experience/Training: _____

25 years as real-estate and land use lawyer

Prior Community Service: See above

Please explain what you hope to achieve in this position: I want to
continue the work on community development
and our Land Use Boards that we started pre-incorporation
and we developed future in our Village Corps, Plans
and Land Development Code.

Please supplement this application by submitting a copy of your resume.

Signature  Date 2/10/2021

Thank you for your interest in serving the Village of Estero



VILLAGE OF ESTERO
PLANNING, ZONING, AND DESIGN BOARD
MEMBERSHIP APPLICATION

Name: JEFFREY OCEAN

Address: 10139 NORTH SILVER PALM DR

Community: COPPER OAKS

Home Phone: _____ Cell Phone: 703 298-3586

Email Address: JOcean47@YAHOO.COM

Year-round Resident: Snowbird: Annual months in Estero: _____

Years as Estero Resident: 9

Employed: _____ Retired:

Monthly Hours Available for Community Service: AS MUCH AS NEEDED

Qualifications for Planning, Zoning, and Design Board:
OVER 40 YEARS EXPERIENCE IN NEW HOME BUILDING,
MARKETING & DESIGN

Educational Background: UNIVERSITY OF MARYLAND

Relevant Professional Work Experience/Training: WORKING WITH
THE BUILDING INDUSTRY FOR OVER 40 YEARS

Prior Community Service: 17 YEARS COACHING BASEBALL
FOOTBALL & HOCKEY
KENNEDY CENTER PRODUCTION COMPANY FOR K.C. HONORS
FOR 21 YEARS

Please explain what you hope to achieve in this position: _____
ASSIST IN THE FUTURE GROWTH & PLANNING OF THE
VILLAGE OF ESTERO

Please supplement this application by submitting a copy of your resume.

Signature  Date 2/11/21

Thank you for your interest in serving the Village of Estero

PROFESSIONAL BIOGRAPHY

Jeffrey S. Ocean is a native Washingtonian with over thirty years experience in the local Real Estate Industry. Active in Real Estate since 1972 and New Home & Condominium Sales and Marketing since 1974, Mr. Ocean began his career as an on-line New Homes Sales Manager. From Sales Manager to Vice President of Marketing, he was formerly associated with firms such as House and Home Realty, Panorama International Realty, IMG Homes, Capitol Homes, Trafalgar House Builders as well as his own firm, Ocean & Associates Realty, the partnership of The Bryan & Ocean Group, and now The Ocean Group.

Mr. Ocean has been involved in the research, planning, marketing and sales of many residential and condominium communities and numerous single family and townhouse residential communities for more the three decades.

In 1992 Mr. Ocean co-founded The Bryan & Ocean Group, a unique consulting, marketing and new home sales firm specializing in providing complete 'in-house' capabilities to a limited and select builder clientele. Operating under the premise that small and mid-size builders also deserve to have quality marketing and sales support, The Bryan & Ocean Group established a well deserved reputation of 'bottom line' oriented problem solving on existing under-achieving projects and of developing highly successful marketing plans when involved from project inception.

Mr. Ocean became a member of The Institute of Residential Marketing (MIRM), a NAHB Certified course, in 1985 becoming one of the first in our area to earn the designation. He has been an instructor having taught many courses for NVBIA and the NVAR Associations in Northern Virginia.

Mr. Ocean has been very active in the local Building Industry Association and Sales and Marketing activities. He has served two terms as president of the Home Builders Association of Maryland Sales and Marketing Council as well as being a member of the Board of Directors for the Sales and Marketing Council of NVBIA.

An advocate of the "Team Approach" to Sales and Marketing solutions, Mr. Ocean brings his expertise, on-site techniques and his "hands-on" skills to the business of sales and marketing for the home building industry.

PROFESSIONAL HISTORY

- 1992 - ~~1991~~ **2015** The Bryan & Ocean Group LLC now The Ocean Group LC
Vice-President and now President
- 1991 - 1992 The Metropolitan Registry
President and Founder
- 1983 - 1992 Capital Homes, Trafalgar Homes
Vice-President and Director of Sales & Marketing
- 1982-1983 I.M.G. Homes Ltd.
Director of Sales & Marketing
- 1975 - 1982 Century 21/Ocean & Associates Realty, Inc.
Owner, President, Principal Broker, and General
Manager
- 1974 - 1975 Panorama International, Builder Services Division
Director of Marketing



VILLAGE OF ESTERO
PLANNING, ZONING, AND DESIGN BOARD
MEMBERSHIP APPLICATION

Name: Kimberly Verleger

Address: 19652 Villa Rosa Loop Estero FL 33967

Community: The Reserve @ Estero

Home Phone: — Cell Phone: 239-994-3518

Email Address: KimVerleger@outlook.com

Year-round Resident: — Snowbird: — Annual months in Estero: 9 months

Years as Estero Resident: 14

Employed: X Retired: —

Monthly Hours Available for Community Service: negotiable

Qualifications for Planning, Zoning, and Design Board:

Realtor, office experience, working knowledge of
who to contact for answers. Understanding of
what is needed for successful businesses.

Educational Background: Some college, Realtor, property
owner

Relevant Professional Work Experience/Training: Realtor, office
manager, commercial property owner

Prior Community Service: Currently volunteer @ Naples
Therapeutic Riding stable

Please explain what you hope to achieve in this position: Bring Fresh
eyes + open mind to village, Help create
diversity to village

Please supplement this application by submitting a copy of your resume.

Signature Kim Verlyck Date 1-29-2021

Thank you for your interest in serving the Village of Estero



VILLAGE OF ESTERO
PLANNING, ZONING, AND DESIGN BOARD
MEMBERSHIP APPLICATION

Name: Terry Santora

Address: 20060 Seagrove St Estero

Community: Grandezza

Home Phone: _____ Cell Phone: 973-876-3228

Email Address: terrrysantora@gmail.com

Year-round Resident: Snowbird: Annual months in Estero: _____

Years as Estero Resident: 3

Employed: _____ Retired:

Monthly Hours Available for Community Service: open

Qualifications for Planning, Zoning, and Design Board:

See attached document

Educational Background: _____
See attached

Relevant Professional Work Experience/Training: _____
See attached document

Prior Community Service: _____
See attached document

Please explain what you hope to achieve in this position: _____

See attached document

Please supplement this application by submitting a copy of your resume.

Signature _____ Date _____

Thank you for your interest in serving the Village of Estero

Qualifications for Planning, Zoning and Design Board

As an active member of Green Village, which is part of Chatham Township NJ, I became interested in local government. I ran for a position on the Township Council. In preparation, I attended Planning Board meetings. I realized that no thought was given to architecture or the environment. There were 3 major components of the platform that I ran on : 1. The creation of an Architectural Review Board, so that neighborhoods and property values were considered in planning, 2. Keep Colony Pool open and add it to the Recreation Department, 3. Create a bike lane on the major roads in the community. Unfortunately, I lost my bid for Township Council. Background on Colony Pool, it was part of the New Deal Project during the Depression. The pool has sloping cement sides and a sandy bottom. At the time, Colony Pool was it's own entity. However, it was not making money and the Town Council was going to close it. I became a voice in the community to keep it open during my run for Township Council. Even though I lost, I continued to remain active in my community by serving as President of the Colony Pool Commission. In that role, I worked closely with members of the Township Council and the Recreation Department.

Educational Background

Bachelors Degree in Education

Masters Degree in Special Education

Certificate in Educational Leadership

Relevant Professional Work Experience/Training

I served as an Educator/Administrator in NY, NJ and Florida

President of Millburn Education Association

President of Millburn Association of Supervisors and Adminstrators

I was a Middle School teacher at Three Oaks Middle School for the past 2 years. I retired due to the pandemic.

Prior Community Service

As a resident of Chatham, NJ is I was very involved in my community. I was a member of the Green Village Fire Department, Ladies Auxiliary. I served as

President of the Green Village Historical Society. Served as the liaison for the community pool to Township Council for 20 years.

Explain what you hope to achieve in this position

My hope is that when looking at applications for building, that the board considers the following; impact on the community at large, architecture, environment, zoning and open space.

TERRY E SANTORA
20060 Seagrove Street
Unit 1802
Estero, Florida 33928
973-876-3228
TSGV@VERIZON.NET

EDUCATION:

Masters in Special Education, CW Post College, Greenvale NY 1984
BS in Education, Bloomsburg State College, Bloomsburg PA 1979

CERTIFICATIONS:

Florida Educator's Certificate-EXCEPTIONAL STUDENT EDUCATION (K-12) #1219971 2013
National Principal's Test-SCHOOL LEADERS LICENSURE ASSESSMENT- SCORE 173 2008
New Jersey Supervisor Certificate-SUPERVISOR #00056076 1989
New Jersey Teaching Certificate-TEACHER OF THE HANDICAPPED #00013135 1986
New York Permanent Teaching Certificate-SPECIAL EDUCATION #134421056 1984
Pennsylvania Teaching Certificate-SPECIAL EDUCATION 1979

EXPERIENCE:

Lee County Public Schools, Lee County Florida: **ESE Support Facilitator; Three Oaks Middle School** 2018-2020
-Case Manage 25 students with Disabilities
-Write IEP's
-Conduct IEP Meetings
-Co-teach in Math Classes
-Social Skills Instructor

Broward County Schools, Broward County Florida: **ESE Support Facilitator; Western High School** 2015-2018
-Case Manage 85 Students with Disabilities
-Write IEP's
-Evaluate Students
-Co-teach in Math Classes

Montclair State University, Montclair NJ **ADJUNCT PROFESSOR GRADUATE PROGRAM** 2013-2015
Practicum and Seminar in Inclusive Elementary Education
-Guide students in assessment, problem solving, pedagogy and collaborative practice.
-Supervise students in field experience within a diverse setting, serving students with and without disabilities

Livingston BOE, Livingston NJ **DISTRICT SUPERVISOR OF SPECIAL EDUCATION** 2013-2015
-Observe, evaluate and guide Special Education Teachers, Therapists and Child Study Team members.
-Developed, implemented and supervised District ESY Program
-Developed and opened Self Contained Classes;
-ABA
-High School Life Skills Class
-Supervise High School Mental Health/Counseling Program
-Effectively contribute to the development and management of the Special Education budget.

Millburn BOE, Millburn NJ **DISTRICT SUPERVISOR OF SPECIAL EDUCATION** 2001-2013

- Observe, evaluate and guide Special Education Teachers, Therapists and Child Study Team members.
- Developed, implemented and supervised District ESY Program
- Developed and opened Self Contained Classes;
 - ABA
 - High School Life Skills Class
 - Behavior Disabilities
- Provide and coordinate Staff Development for Teachers, Therapists and Paraprofessionals
- Make decisions IAW District Policy

Millburn BOE, Millburn NJ **RESOURCE ROOM TEACHER, MILLBURN HS** 1992-2001

Hillsborough BOE, Hillsborough NJ **RESOURCE ROOM TEACHER, HILLSBOROUGH HS** 1986-1992

TERRY E SANTORA Continued

William Floyd BOE, William Floyd NY **SELF CONTAINED TEACHER WILLIAM PACA MS** 1979-1985

ADDITIONAL EDUCATION EXPERIENCE:

Advisory Board, NJ Principals and Supervisors Association	2008-2013
President, Millburn Association of School Administrators	2006-2013
ABA Coursework- Morris Union Jointure, New Providence NJ	2006
Language ! Reading Curriculum, Millburn NJ	2004
President, Millburn Education Association	1998-2002

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
FEBRUARY 24, 2021

Agenda Item:

Update on FFD Project – Lee County

Description:

FFD is a 5,208-acre site located on the south side of Corkscrew Road and west of Six L's Farm Road in unincorporated Lee County. The site consists of farm fields, and uplands and wetlands. The property is the subject of a lawsuit and a proposed settlement agreement between the property owners and Lee County. Council has requested to be kept apprised of the status of this project.

Project Description

- 5,208 residential units (single family and multifamily) 1 unit per gross acre
- 100,000 square feet of commercial uses (north end of project near Corkscrew Road)
- 240,000 square feet of amenity area uses
- Existing agricultural uses including 50,000 square feet of research and development

Background

There is a proposed development agreement/settlement agreement that was presented at the Hearing Examiner meeting on December 3, 2020. Staff attended the meeting at Council's request. A public hearing was held at the County Commission meeting on February 3, 2021. A final public hearing is scheduled for **March 3, 2021**.

Council was particularly interested in the transportation impacts from the proposed project. These impacts are summarized below.

Also, key points from the draft settlement agreement are highlighted below for your information.

Transportation Impacts –

- According to the applicant’s Traffic Impact Statement, there would be 42,401 new daily trips from this project. The peak hour trips would be approximately 4,300 (in and out trips at the evening peak hour, approximately 5 pm.)
- Two accesses are proposed onto Corkscrew Road (one initially, and one in later phases).
- Agricultural activity will use Six L’s Farm Road.
- Corkscrew Road from Ben Hill Griffin to the project entrance is projected to be Level of Service F by the year 2026. Impact fees and a proportionate share payment are proposed to mitigate the impacts.

Key Points from Settlement Agreement –

- Maximum number of residential units – 5,208 (single family and multifamily)
- Commercial – 100,000 square feet.
- Transportation impacts would be offset by payment of County impact fees at time of building permit, with an additional proportionate share of \$2,000 per unit to be paid at time of development order for vertical construction.
- Mining would be eliminated. In exchange for elimination of mining, the County would provide \$1.5 million in credits to be used to offset proportionate share payments.
- FFD relinquishes its rights and interests in mining the property for limerock and other sedimentary materials through a restrictive covenant in perpetuity.
- Property becomes the equivalent of a “Mixed Used Planned Development”.
- Agricultural uses may be continued or phased out over time and converted to residential use.
- There is a proposed 100-foot wide buffer with berm on Corkscrew Road.
- Two accesses are proposed on Corkscrew Road (one at a later phase).
- Access to Six L’s Farm Road is for agricultural activities.
- The project would be reviewed under the current Land Development Code, not any future codes. Certain amendments to the development plan would require a further public hearing, others may be done by staff administratively.
- Central water and sewer required – no septic tanks.

- Restoration and conservation to be provided:
 - 56% of property dedicated to conservation.
 - 65% open space required.
- Required minimum phasing of 7 years to project buildout (to avoid all permits being applied for at once).
- Groundwater monitoring conditions required due to proximity of County wellfields.

Financial Impact:

Undetermined at this time.

Attachments:

1. Site Plan
2. Draft Settlement Agreement

**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

DATE: February 18, 2021

TO: Board of County Commissioners

FROM: 

Michael D. Jacob
Deputy County Attorney

RE: FFD Development Agreement Amendments
(March 3, 2021 Hearing)

On March 3rd, the FFD Development Agreement will be presented to you for your final consideration. The hearing will be the third and last of the public hearings.

Following the discussion held at the February 3, 2021 public hearing, suggested changes to the Development Agreement have been incorporated into the draft agreement by FFD's representatives, as well as Staff. Those additional changes are discussed in the attached Memorandum from FFD's Legal Counsel and are presented to you for your consideration. During the March 3rd hearing, FFD's representatives and Staff will be available to discuss the proposed revisions to the MCP that were made in response to comments from members of the public and the ramifications of those changes.

We would respectfully request you include these changes to the conditions and proposed revisions to the MCP, if acceptable to you, as part of any motion approving the Development Agreement. As always, if you have any questions or need anything further, please do not hesitate to let me know.

Attachments:

Memorandum from FFD's Legal Counsel

Distribution:

Commissioner Ruane, District 1
Commissioner Pendergrass, District 2
Commissioner Sandelli, District 3
Commissioner Hamman, District 4
Commissioner Mann, District 5

cc via email only:

Roger Desjarlais, County Manager
Dave Harner, Deputy County Manager
Glen Salyer, Assistant County Manager
Richard Wm. Wesch, County Attorney
Dave Loveland, Director, DCD
Russell P. Schropp, Esquire

Interoffice Memorandum

Date : February 17, 2021
To : Michael Jacob
From : Russell P. Schropp
Re : FFD Development Agreement

I have incorporated the changes to the development agreement approved by the Commission at the February 3, 2021, public hearing on the proposed FFD settlement. Attached is a revised draft of the development agreement (dated 02/15/2021) that includes these changes.

FFD has also considered various additional modifications to the development agreement in response to input received from the County Commission and the general public on February 3. On behalf of FFD, I would like to propose the following specific changes to the development agreement for consideration by the County Commission at the final adoption hearing on March 3, 2021:

1. In response to Commissioner Hamman's request to include language pertaining to maintenance funding for conservation easement areas in the event these areas are transferred to a governmental entity, we propose the following change to Condition 6 of Exhibit C to the development agreement:

6. Platting Preserve Areas

At time of platting on a phase-by-phase basis, the developer will plat preservation areas into separate tracts and dedicate those tracts to a single maintenance entity, which must be either a master home owners association ("HOA"), a community development district ("CDD"), or a governmental entity acceptable to the County that will accept responsibility for the perpetual maintenance of the preservation areas in compliance with these conditions. If the grantee of the conservation easement is a governmental entity, the developer must provide documentation that funding for maintenance of conservation areas has been established to the satisfaction of the grantee. If the grantee of the conservation easement is an HOA or CDD, The ~~the~~ HOA or CDD must be created prior to CC for the first development order.

2. In response to our discussions with County staff after the February 3 hearing, we propose the following change to Paragraph 7 of the development agreement:

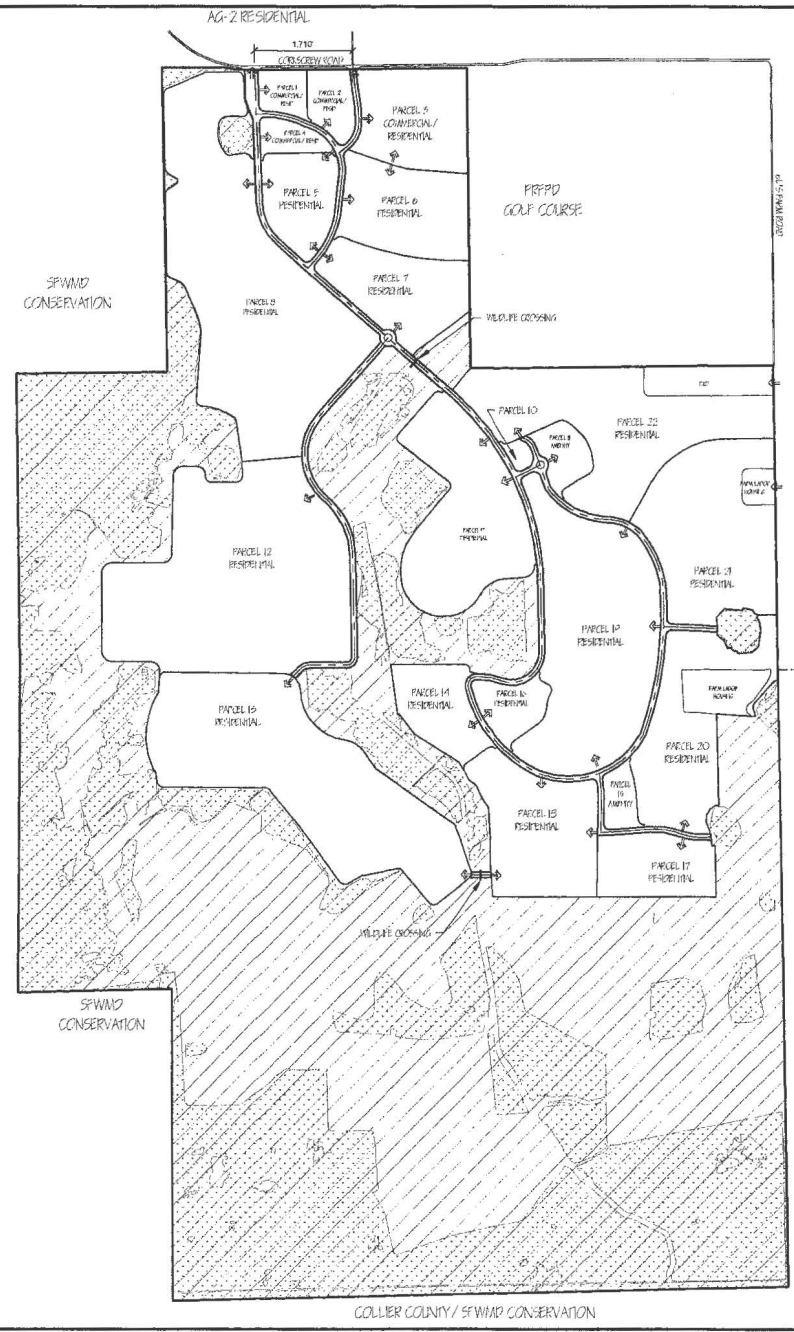
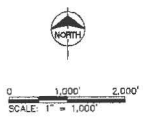
7. Development Permits Needed for Proposed Development. FFD must obtain all State and Federal permits necessary to allow development in accordance with this Agreement, subject to paragraph 19 below. FFD must obtain all development orders and development permits from Lee County necessary to allow development in accordance with this Agreement, subject to and in accordance with this Agreement. In furtherance of this Agreement, FFD may, at its discretion, concurrently apply for and obtain separate Development Orders for each Parcel of Development proposed within this Agreement.

3. In response to comments made by representatives of the Corkscrew Swamp Sanctuary ("CSS") regarding the need for an increased buffer along the eastern boundary of the site, attached please find a revised Master Concept Plan (Exhibit "B" to the development agreement) for the County's consideration. The revised Master Concept Plan provides for a minimum 1000-foot buffer and environmental restoration area along the eastern boundary of the site adjacent to the CSS and south of the existing farmworker housing. In order to maintain the same amount of development area, portions of farm fields adjacent to Parcels 12 and 20 that were proposed for restoration have now been included as part of the area to be developed. The amount of area available for development remains the same, as does the amount of conservation/restoration. I have attached a second drawing that shows the proposed changes reflected on the original Master Concept Plan. If this modification is acceptable to the County and if this modification adequately addresses the concerns of the CSS, then FFD would have no objection to substituting the attached Master Concept Plan for the plan that is presently shown as Exhibit "B" to the development agreement.

Thank you for your consideration of the above. Please let me know if you have any questions or concerns.

/rs
enc

cc: Jaime Weisinger
Dan DeLisi
Richard Akin



STRIP NUMBERS

38-48-28-00-00001.0010
38-48-28-00-00001.0020
38-48-28-00-00001.0030
38-48-28-00-00001.0040
38-48-28-00-00001.0050
38-48-28-00-00001.0060
38-48-28-00-00001.0070
38-48-28-00-00001.0080
38-48-28-00-00001.0090
38-48-28-00-00001.0100
38-48-28-00-00001.0110
38-48-28-00-00001.0120
38-48-28-00-00001.0130
38-48-28-00-00001.0140
38-48-28-00-00001.0150
38-48-28-00-00001.0160
38-48-28-00-00001.0170
38-48-28-00-00001.0180
38-48-28-00-00001.0190
38-48-28-00-00001.0200

PROJECT SUMMARY:

PROJECT SIZE 45.208 ACRES
 REQUIRED OPEN SPACE 3,360.6 ACRES

LAND USE SUMMARY	
LAND USE	APPROX. ACRES
RESIDENTIAL, COMMERCIAL AND AMENITY*	2,192.5
CONSERVATION AREA	2,918.8
ROADS	98.8
TOTAL	5,209.8

* RESIDENTIAL AND COMMERCIAL AREAS WILL CONTAIN A MINIMUM OF 489 ACRES OF LAKE AND OTHER GREEN SPACE AREA TO BE COUNTED TOWARD THE OPEN SPACE REQUIREMENT.

DEVELOPMENT SUMMARY		
PARCEL	ACRES	MAX DEVELOPMENT DENSITY / INTENSITY
1	15.2	
2	20.6	
3	24.7	750 D.U., MF/RF, 100,000 sq. ft. commercial
4	24.5	
5	49.1	280 D.U. MF/RF
6	77.4	486 D.U. MF/RF
7	72.4	430 D.U. MF/RF
8	220.4	1070 D.U. SF
9	133.3	400 D.U. SF
10	4.7	20,000 sq. ft. Visitor Center/Amenity
11	18.9	50-60,000 sq. ft. Amenity Center, 0-50,000 sq. ft. Commercial
12	286.8	715 D.U. SF
13	241.8	600 D.U. SF
14	45.8	130 D.U. SF
15	14.1	10-40,000 Amenity Center
16	25.3	80 D.U. SF
17	58.2	145 D.U. SF
18	39.5	250 D.U. SF
19	200.8	600 D.U. SF
20	122.3	300 D.U. SF
21	145.8	430 D.U. SF
22	180.1	570 D.U. SF
TOTAL	2,192.5	50,000 sq. ft. existing R&D

LEGEND:

[Hatched Pattern]	WETLANDS
[Diagonal Lines]	OTHER CONSERVATION/RESTORATION AREAS

***TOTAL MAXIMUM DEVELOPMENT PROGRAM**

RESIDENTIAL	5,208 UNITS
COMMERCIAL	100,000 SF
AMENITY*	230,000 SF
RESEARCH & DEVELOPMENT**	50,000 SF

FARM LABOR HOUSING
 *HOUSING TO BE LOCATED WITHIN RESIDENTIAL PARCELS
 **EXISTING ONLY

DELISI
 Land Use Planning & Wetland Policy
 DANW@DELISI.COM
 238.813.7150

OWNER/DEVELOPER:
 FLORIDA FARM DEVELOPMENT COMPANY
 315 NEW MARKET RD E, IMMOKALEE, FL 34142
 PROJECT:
 FFD CORKSCREW ROAD PROPERTY

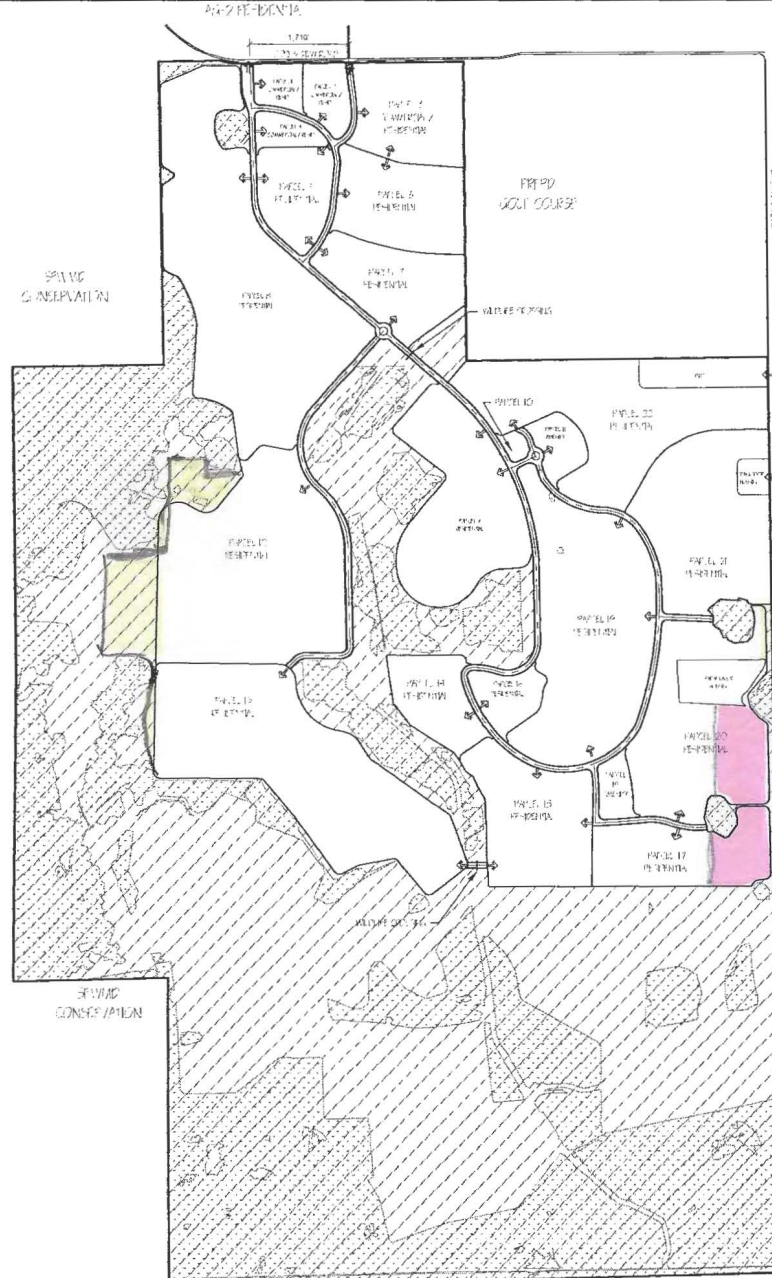
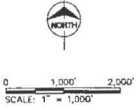
DATE: 10/20/2024

MASTER CONCEPT PLAN

PRELIMINARY

SHEET 1 OF 1

NEW MASTER CONCEPT PLAN



- STRAP NUMBERS
- 36-46-29-00-00001.0010
 - 36-46-29-00-00001.0020
 - 36-46-29-00-00001.0030
 - 36-46-29-00-00001.0040
 - 36-46-29-00-00001.0050
 - 36-46-29-00-00001.0060
 - 36-46-29-00-00001.0070
 - 36-46-29-00-00001.0080
 - 36-46-29-00-00001.0090
 - 36-46-29-00-00001.0100
 - 36-46-29-00-00001.0110
 - 36-46-29-00-00001.0120

PROJECT SUMMARY
 PROJECT SIZE 15,204.6 ACRES
 REQUIRED OPEN SPACE 3,385.6 ACRES

LAND USE SUMMARY		
LAND USE	LAND USE SUMMARY	APPROX. ACRES
RECREATIONAL, COMMERCIAL AND AMENITY*		2,152.5
CONSERVATION AREA		2,916.8
ROADS		99.3
TOTAL		5,208.6

* RECREATIONAL AND COMMERCIAL AREAS WILL MAINTAIN A MINIMUM OF 189 ACRES OF LAKE AND OTHER GREEN SPACE AREA TO BE COUNTED TOWARD THE OPEN SPACE REQUIREMENT.

DEVELOPMENT SUMMARY		
PARCEL	ACRAGES	MAX DEVELOPMENT DENSITY / INTENSITY
1	35.2	
2	20.5	
3	74.7	750 D.U. MF/FS, 100,000 sq. ft. commercial
4	14.5	
5	47.1	280 D.U. MF/FS
6	72.4	480 D.U. MF/FS
7	22.4	430 D.U. MF/FS
8	290.4	830 D.U. SF
9	133.3	420 D.U. SF
10	4.7	Visitor Center/Amenity
11	19.9	Amenity Center, 0.90,000 sq. ft. Commercial
12	230.6	575 D.U. SF
13	286.8	600 D.U. SF
14	45.8	150 D.U. SF
15	14.1	Amenity Center
16	25.3	90 D.U. SF
17	77.6	195 D.U. SF
18	99.5	250 D.U. SF
19	200.6	600 D.U. SF
20	156.3	390 D.U. SF, Existing Farmworker Housing
21	145.7	435 D.U. SF
22	190.1	170 D.U. SF
Roads	99.3	N/A
TOTAL	2,291.90	15,204.6 (TAX), 100,000 Sq. Ft. Commercial Floor Area (TAX), 80,000 sq. ft. existing R&D

LEGEND

- WETLANDS
- OTHER CONSERVATION/RESTORATION AREAS

TOTAL MAXIMUM DEVELOPMENT PROGRAM	
RESIDENTIAL	5,228 UNITS
COMMERCIAL	100,000 SF
AMENITY	240,000 SF
RESEARCH & DEVELOPMENT*	90,000 SF
FARM LABOR HOUSING	-
EXISTING ONLY	

NEW DEVELOPMENT AREAS
 NEW BUFFER/Restoration

DATE	REVISION

MASTER CONCEPT PLAN

PRELIMINARY

ORIGINAL MASTER CONCEPT PLAN
 WITH PROPOSED CHANGES

02/15/2021

**AGREEMENT PURSUANT TO STIPULATION OF SETTLEMENT
UNDER SECTION 70.001, FLORIDA STATUTES**

**THIS AGREEMENT PURSUANT TO STIPULATION OF SETTLEMENT
UNDER SECTION 70.001, FLORIDA STATUTES (hereinafter, "Agreement")** is entered into this _____ day of _____ 20____, by and between:

LEE COUNTY, a political subdivision and charter county of the State of Florida (hereinafter "County"), having its principal office at 2115 Second Street, Fort Myers, FL 33901; and

FFD LAND CO., INC., a Florida corporation (hereinafter, "FFD" or "Developer"), whose address for purposes of this Agreement is 315 New Market Road East, Immokalee, FL 34142.

WHEREAS, FFD owns approximately 5,208.6 +/- acres of land located in Lee County, said property being legally described in Exhibit "A" attached hereto (hereinafter, "the Property"); and

WHEREAS, in January 2009, FFD filed an application with the County for a rezoning to the Mine Excavation Planned Development (MEPD) district in order to mine a portion of the Property for limerock extraction purposes; and

WHEREAS, the County denied the MEPD rezoning request on May 6, 2013; and

WHEREAS, FFD filed a claim with the County and a Complaint in Circuit Court against the County (Case No. 17-CA-001517, 20th Judicial Circuit) under the Bert J. Harris Private Property Rights Protection Act ("the Act"), Section 70.001, Fla. Stat., alleging that the denial of the MEPD rezoning and other regulatory restrictions adopted by the County have placed an inordinate burden on the use of the Property, entitling FFD to compensation under the Act; and

WHEREAS, the Act allows the parties to a dispute under the Act to enter into agreements in order to settle claims filed thereunder, and expressly provides that such agreements may modify or contravene applicable ordinances, rules, regulations, and statutes, subject to the requirements of Section 70.001(4)(d), Florida Statutes; and

WHEREAS, Lee County has adopted Land Development Code (LDC) Section 2-450 to implement Section 70.001(4)(d), Florida Statutes, and expressly allows the Board of County Commissioners to waive any or all procedural requirements contained in otherwise applicable codes and ordinances, and to directly exercise all authority otherwise delegated to the Lee County Hearing Examiner, the County Manager, or any other division or agency of the County; and

WHEREAS, the County and FFD engaged in mediation in an effort to resolve

FFD's claim under the Act, and the parties have met subsequent to the mediation in order to identify alternative uses for the Property that are satisfactory to FFD which, if approved by the County, would resolve FFD's claim under the Act; and

WHEREAS, the County and FFD have identified and agreed upon such alternate uses for the Property, and the parties desire to enter into this Agreement in order to implement their understanding; and

WHEREAS, FFD, in consideration of the covenants and conditions contained herein, has also agreed to convey to the County FFD's rights and interests in excavation and mining on the Property to preclude any future mining permit requests on the Property; and

WHEREAS, the County and FFD have entered into that certain Stipulation of Settlement dated October 15, 2020, agreeing to resolve all claims associated with FFD's Complaint under the Act; and

WHEREAS, this Agreement was reviewed in a public hearing before the Lee County Hearing Examiner on _____, 2020, and in two public hearings before the Board of County Commissioners of Lee County on _____, 2021, and _____, 2021, at which time public comment was taken and duly considered; and

WHEREAS, the Stipulation of Settlement will be reviewed by the Circuit Court pursuant to Section 70.001(4)(d)2., Florida Statutes, at which time a hearing will be held before the Circuit Court for the presentation of public comment on the Stipulation of Settlement and this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and of the benefits to accrue to each Party, the County and FFD agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference. All exhibits to this Agreement are deemed a part hereof.

2. Property Subject to this Agreement. The Property described on the attached Exhibit "A" is subject to this Agreement. The terms "Property" and "Project" are used interchangeably in this Agreement.

3. Ownership. FFD represents that it is the fee owner of the Property and as such may lawfully enter into this Agreement.

4. Proposed Development of the Property. The County agrees that FFD will have the right to develop the Property as set forth in this Agreement. The Proposed Development of the Property will comply with the following:

A. Development will be consistent with the Master Concept Plan ("MCP") attached as Exhibit "B," and will comply with the Schedule of Uses attached as Exhibit "C," the Conditions shown on attached Exhibit "D," and the Property Development

Regulations shown on attached Exhibit "E."

B. Upon the Effective Date of this Agreement, the Property will be designated and treated as a Mixed-use Planned Development ("MPD") under the LDC. Upon compliance with the terms of this Agreement and the requirements of the LDC, local development orders and other development permits for development of the Property will be issued by the County as provided under the LDC and other applicable regulations.

5. Consistency with Lee County Comprehensive Plan. The parties acknowledge that certain aspects of the development approved pursuant to this Agreement would require a plan amendment to the County's Comprehensive Plan ("Plan") adopted pursuant to Chapter 163, Florida Statutes. Accordingly, approval of the development without a plan amendment will contravene the application of Sections 163.3184 and 163.3194(1)(a), Florida Statutes (the "Contravened Statutes"). Pursuant to Section 70.001(4)(d)2., Florida Statutes, the parties will file an action in circuit court to ensure that the relief granted by this Agreement protects the public interest served by the Contravened Statutes and is the appropriate relief necessary to prevent the County's regulations from inordinately burdening the Property.

6. Public Facilities. Potable water, sanitary sewer, solid waste service, surface water management and fire/EMS services necessary to serve the Proposed Development are either adequate as existing or will be adequate or mitigated for at the time of development order for the Proposed Development or any portion thereof, subject to the following:

A. Transportation and fire/EMS services will be mitigated by Developer as provided in paragraphs 8.A. and 8.C., respectively, below.

B. Potable water service and sanitary sewer service is presently adequate at the existing plants or will be available for the Proposed Development. The Developer will pay standard hook-up and connection fees charged by the County at the time of local development order for the uses within that development order. Adequate potable water transmission lines for the Proposed Development are available within the Corkscrew Road right-of-way adjacent to the Property. The Developer and LCU will identify any sewer collection system force mains and/or pump station improvements needed to meet the demands of the Proposed Development and existing approved developments. The Developer will be responsible for needed sewer improvements attributable to the Proposed Development. Any upsizing of the force mains and/or pump stations desired by the County to meet future demands will be designed, permitted, and constructed by Developer in accordance with the following:

(i) The Developer will notify the County at least sixty (60) days in advance of commencing engineering design work for the force mains and/or pump station improvements.

(ii) Within thirty (30) days of receipt of Developer's notice, the County may request Developer to upsize the force mains and/or pump station improvements to a capacity identified by the County.

(iii) The County agrees to reimburse Developer for all incremental costs of design, permitting, and construction of the force mains and/or pump station improvements attributable to the requested upsizing, such reimbursement

to be due upon inspection and acceptance of the transmission line improvements by the County.

C. Solid waste service will be provided by a franchised hauler and the County's waste-to-energy incinerator.

D. Subject to the requirements of paragraph 8.B. below, surface water management will be provided in accordance with permits to be issued by the South Florida Water Management District.

7. Development Permits Needed for Proposed Development. FFD must obtain all State and Federal permits necessary to allow development in accordance with this Agreement, subject to paragraph 19 below. FFD must obtain all development orders and development permits from Lee County necessary to allow development in accordance with this Agreement, subject to and in accordance with this Agreement.

8. Development Limitations, Commitments and Obligations. For and in consideration of the benefits received pursuant to this Agreement, FFD agrees to the following limitations, commitments and obligations in order to mitigate the impacts of the Proposed Development:

A. Transportation Mitigation. Mitigation for the traffic impacts attributable to the Proposed Development will be provided in accordance with the following:

- i. The Developer will pay road impact fees to the County in effect at the time of building permit for all uses. In the event road impact fees are replaced by another fee, assessment, or charge of general applicability for the mitigation of road impacts from new development, payment of the new fee, assessment, or charge will replace road impact fees for any development for which road impact fees have not been paid.
- ii. The Developer will pay a proportionate share payment to the County of two thousand (\$2000.00) dollars for each residential dwelling unit. This payment will be made at the time each development order for vertical development or plat for residential lots is issued, and the amount paid will be based upon the number of dwelling units approved by each development order or plat.
- iii. No additional fees, charges, or assessments for road improvements may be made by the County in connection with the residential, commercial, and amenity portions of the Proposed Development without the consent of the Developer. Public schools, civic uses, and other public facilities may be required to provide additional mitigation to be determined prior to issuance of building permit.

B. Environmental Enhancements. Environmental enhancements to the

Property will occur in accordance with the Conditions of Development attached as Exhibit "D" and the phasing plan attached hereto as Exhibit "F."

- C. The building permit applicant will pay Fire and EMS Impact Fees in accordance with the Fire/EMS Impact Fee Ordinances. The Developer will pay to Lee County EMS a proportionate share payment in the amount of \$100 per dwelling unit, in advance of building permits. Payments will be made as follows: \$173,600.00 at the time of first residential building permit; \$173,600.00 at the time of issuance of a development order for the 1736th dwelling unit; and a final payment to be determined at the time of issuance of a development order for the 3472nd residential unit, such payment to be based upon Developer's good faith estimate of the remaining residential dwelling units to be developed at that time. In the event the actual number of dwelling units exceeds this good faith estimate, the Developer will be required to pay \$100 for each dwelling unit in excess of the estimate at the time of development order for such additional units.

9. Applicable Land Use Regulations. The Proposed Development within the Property shall be subject to the County's land development regulations and policies governing development as of the Effective Date of this Agreement for the duration of this Agreement. Unless otherwise requested and agreed to by FFD, the County may not apply subsequently adopted regulations and policies to the Proposed Development.

10. Duration of Agreement. This Agreement shall remain in full force and effect until buildout of the Proposed Development, unless terminated earlier as provided in Paragraph 11 of this Agreement. For purposes of this Agreement, buildout shall occur upon the earlier of (a) issuance of certificates of occupancy for all development authorized herein, or (b) recording in the Public Records of Lee County of a declaration by FFD that it has completed development under this Agreement and transmittal of same to the County. Notwithstanding anything in the LDC to the contrary, the MCP, Schedule of Uses, Conditions of Development, and Property Development Regulations attached hereto as Exhibits "B," "C," "D," and "E," respectively, will remain valid for the duration of this Agreement.

11. Amendment and Termination. This Agreement will terminate only upon mutual consent of the parties, in writing, executed with the same formalities as this Agreement or upon recording of a Notice of Termination by either Party pursuant to paragraph 21 below. Amendments to the density or intensity of the Proposed Development can only be approved through mutual agreement of the parties. All other changes to Exhibits "B," "C," "D," and "E" may be reviewed and approved administratively through the same processes and criteria identified for planned developments in LDC Chapters 10 and 34. If the proposed amendment does not meet the criteria for administrative approval, the amendment must be approved through the public hearing

process under the same processes and criteria identified for planned developments in LDC Chapters 10 and 34.

12. Relinquishment of Claims by FFD. Upon entry of an Order of Dismissal by the Circuit Court in that certain case styled *FFD Land Co., Inc. v. Lee County, 20th Judicial Circuit Case No. 17-CA-001517*:

A. FFD agrees to relinquish to the County all of FFD's rights and interests in excavation and mining on the Property through a restrictive covenant on the Property that will ensure that future owners and successors have no rights or interests in mining the Property for limerock or other sedimentary minerals. Provided, however, that nothing contained herein shall preclude excavation in connection with the Proposed Development of the Property including, but not necessarily limited to, excavation for water retention, fill, utilities, infrastructure, structures, and other related purposes. The foregoing restrictive covenant will not prohibit exploration or production of oil or natural gas on or under the Property, will not create oil, gas or mineral rights in the County, and shall not be deemed to prohibit the sale and removal of excess fill material created by an approved development of the Property if approved by the County in accordance with LDC Chapter 10. The restrictive covenant shall be recorded in the Public Records of Lee County.

B. FFD agrees to waive, relinquish, and release forever its claim for damages for an "as applied" taking and pursuant to that certain claim letter filed with the County by FFD dated April 8, 2014, pursuant to the Act, for actions arising out of the County's denial of its MEPD zoning request on May 6, 2013; provided, however, that nothing contained herein shall constitute a waiver or relinquishment of any claim for damages or any other relief whatsoever arising against the County from or out of this Agreement, or for any subsequent property rights violation arising after the date of this Agreement that is not directly related to the County's denial of said MEPD zoning request.

13. Credit Against Proportionate Share Payment. For and in consideration of FFD's conveyance to the County of all of FFD's rights and interests in excavation and mining of limerock and other sedimentary minerals on the Property as provided in Paragraph 12 above, FFD will receive a credit from the County in the amount of \$1.5 million that may be used by FFD, or its assigns, towards the proportionate share payments charged by the County under paragraph 8 of this Agreement. FFD may transfer or assign all or part of this credit to a third party only for use in conjunction with development of the Property. No building permits for development utilizing this credit will be issued by the County unless the permit applicant provides to the County a notarized form executed by FFD identifying the number of dwelling units or square footage of non-residential development authorized by FFD to be built. The form will be in substantially the same format as the form attached hereto as Exhibit "G." The County will not issue building permits for any development that exceeds the amount of development authorized by FFD.

14. Notices. All notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested to the following

addresses, or to such other person or address as any Party may designate from time to time in writing:

If to FFD: FFD land Co., Inc.
315 New Market Road East
Immokalee, FL 34142
Attn: Jaime Weisinger, V.P. Real Estate

With a copy to: Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe St.
Fort Myers, Florida 33901
Attn: Russell P. Schropp

If to the County: Lee County
2115 Second Street
Fort Myers, FL 33901
Attn: County Manager

With a copy to: Lee County
2115 Second Street
Fort Myers, FL 33901
Attn: Lee County Attorney

15. Remedies. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction, including but not limited to an action for specific performance; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default to the satisfaction of the non-defaulting party. Notwithstanding the foregoing, violations of the Master Concept Plan, Schedule of Uses, Conditions of Development and Deviations, and Property Development Regulations attached hereto as Exhibits A, B, C, and D, respectively, may also be enforced by the County through appropriate code enforcement actions.

16. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement shall be exclusively in Lee County, Florida.

17. Severability. If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, the remaining portions or provisions of this Agreement shall not be affected or impaired, each remaining provision shall remain in full force and effect, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18. Entire Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications,

representations, or agreements, either verbal or written, regarding the Proposed Development of the Property between the Parties.

19. Conflict of Laws. If state or federal laws are enacted subsequent to the execution of this Agreement which are applicable to and preclude either Party's compliance with the terms of this Agreement, this Agreement shall be modified as necessary to comply with the relevant state or federal laws, in a manner that most closely reflects the intent of this Agreement.

20. Covenants Running with the Land; Assignment of Obligations by FFD. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land, and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns. All or any of the obligations of FFD may be assigned to one or more successor developers, property owners associations or to one or more community development districts established under Chapter 190, Fla. Stat., and FFD shall thereafter be relieved of all obligations so assigned.

21. Effective Date. This Agreement will become effective (the "Effective Date") upon full execution by both Parties and recording of the Agreement in the Public Records of Lee County pursuant to paragraph 22 below; provided, however, that none of the rights or obligations contained herein will become effective as to either Party until issuance of the Order of Dismissal by the Circuit Court pursuant to paragraph 12 above. In the event an Order of Dismissal is not entered within one (1) year of the Effective Date of this Agreement, then either Party may terminate this Agreement by recording a Notice of Termination in the Public Records of Lee County, whereupon this Agreement will be considered null and void.

22. Recording of Agreement. This Agreement will be recorded by the County at the County's expense in the Public Records of Lee County within fourteen (14) days of approval by the Lee County Board of County Commissioners. In the event this Agreement is terminated as provided herein, the Parties will execute and FFD will record a Notice of Termination in the Public Records of Lee County within twenty (20) days of such termination.

23. Findings Under Section 70.001(4)(d)1., Florida Statutes. Pursuant to Section 70.001(4)(d)1., Florida Statutes, the County finds that, to the extent that this Agreement has the effect of a modification, variance, or a special exception to the application of a rule, regulation, or ordinance as it would otherwise apply to the Property, the relief granted herein and the obligations and mitigation to be provided by FFD pursuant to this Agreement, adequately protect the public interest served by the rules, regulations or ordinances at issue and is the appropriate relief necessary to prevent the County's regulatory efforts from inordinately burdening the Property.

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

WITNESSES:

FFD LAND CO., INC., a Florida corporation

Print Name: _____

Print Name _____

By: _____
Name:
Title:

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of [] physical presence or []
online notarization this _____ day of _____, 20____, by
_____, as _____ of FFD Land Co., Inc., a Florida
corporation, who is [] personally known to me or [] who produced
_____ as identification.

Notary Public Signature

My Commission Expires:

Type/Print Notary Public Name

Commission No.: _____

ATTEST:
LINDA DOGGETT, CLERK

**BOARD OF COUNTY
COMMISSIONERS OF LEE COUNTY,
FLORIDA**

By: _____
Deputy Clerk

By: _____
_____, Chair

Date: _____

Print Name

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

County Attorney's Office

Exhibits:

- A. Legal Description of the Property
- B. Master Concept Plan
- C. Schedule of Uses
- D. Conditions of Development and Deviations
- E. Property Development Regulations
- F. Phase Plan and Schedule
- G. Impact Fee Authorization Form
- H. Existing AG Uses
- I. Form of Conservation Easement

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION

ALL OF SECTIONS 26, 35 AND 36 AND THE EAST ONE-HALF OF SECTION 34 TOWNSHIP 46 SOUTH RANGE 26 EAST, LEE COUNTY FLORIDA AND ALL OF SECTIONS 1, 2, 11, 12 AND THE EAST ONE-HALF OF SECTION 3 TOWNSHIP 47 SOUTH RANGE 26 EAST LEE COUNTY FLORIDA LESS THE RIGHT OF WAY FOR CORKSCREW ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 36;
THENCE NORTH 00°53'47" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36 A DISTANCE OF 2644.58 FEET TO THE EAST QUARTER CORNER OF SAID SECTION;
THENCE NORTH 00°54'01" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2644.35 FEET TO THE NORTHEAST CORNER OF SAID SECTION 36;
THENCE SOUTH 89°17'03" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 A DISTANCE OF 2641.41 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION;
THENCE SOUTH 89°21'54" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 A DISTANCE OF 2637.56 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36 AND THE SOUTHEAST CORNER OF THE AFOREMENTIONED SECTION 26;
THENCE NORTH 00°34'00" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26 A DISTANCE OF 2629.17 FEET TO THE EAST QUARTER CORNER OF SAID SECTION;
THENCE NORTH 00°34'15" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2578.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF CORKSCREW ROAD (100' WIDE) AS RECORDED IN OFFICIAL RECORDS BOOK 571 PAGE 457 PUBLIC RECORDS OF LEE COUNTY FLORIDA;
THENCE SOUTH 89°29'01" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2657.86 FEET;
THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 89°29'14" WEST A DISTANCE OF 1138.62 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1859.57 FEET;
THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°19'01" AN ARC DISTANCE OF 432.21 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26;
THENCE LEAVING SAID RIGHT OF WAY LINE ALONG SAID SECTION LINE SOUTH 89°29'14" WEST A DISTANCE OF 1091.28 FEET TO THE NORTHWEST CORNER OF SAID SECTION 26;
THENCE SOUTH 00°58'11" EAST ALONG THE WEST LINE OF THE NORTHWEST CORNER OF SAID SECTION 26 A DISTANCE OF 2637.69 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;
THENCE SOUTH 00°55'06" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 2636.23 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26 AND THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 34;
THENCE SOUTH 89°17'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2640.06 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION;
THENCE SOUTH 00°38'09" EAST A DISTANCE OF 5293.88 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34 AND THE NORTH QUARTER CORNER OF THE AFOREMENTIONED SECTION 3;
THENCE SOUTH 00°28'36" WEST A DISTANCE OF 5444.35 FEET TO THE SOUTH QUARTER

CORNER OF SAID SECTION 3;
THENCE NORTH 88°35'10" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2693.91 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3 AND THE NORTHWEST CORNER OF THE AFOREMENTIONED SECTION 11;
THENCE SOUTH 00°01'56" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2702.33 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;
THENCE CONTINUE SOUTH 00°01'56" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 2702.33 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11;
THENCE NORTH 88°41'40" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 2681.61 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION;
THENCE NORTH 88°43'03" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2675.62 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 11 AND THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 12;
THENCE NORTH 88°37'36" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 2698.32 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION;
THENCE NORTH 88°37'51" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2697.96 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12;
THENCE NORTH 00°51'57" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2709.13 FEET TO THE EAST QUARTER CORNER OF SAID SECTION;
THENCE NORTH 00°51'43" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2709.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12 AND THE SOUTHEAST CORNER OF THE AFOREMENTIONED SECTION 1;
THENCE NORTH 01°01'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2639.48 FEET TO THE EAST QUARTER CORNER OF SAID SECTION;
THENCE NORTH 01°03'27" WEST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2639.69 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1 AND THE SOUTHEAST CORNER OF SAID SECTION 36 AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 5208.61 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;
ABSTRACT NOT REVIEWED.

AGNOLI, BARBER AND BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

GEORGE W. HACKNEY P.S.M. 5606

Exhibit B
Master Concept Plan

Exhibit C

Schedule of Uses

Residential Parcels (all Parcels except 10, 11, and 15)

Accessory Uses and Structures
Administrative Offices
Agricultural Uses, in compliance with Condition 12
Club, private
Community Gardens
Clubhouse/Amenity Areas (subject to condition 1.b.):
 Consumption on Premises
 Day care, child
 Food and Beverage Service, limited
 Health Clubs or Spas, as part of the private club
 Personal Services, Group I and 2 (limited to health clubs or spas)
 Recreational Facilities, Personal, Private on-site, Private off-site
 Restaurant, Groups I, II, and III (including outdoor seating and service areas)
 Real estate sales office
 Specialty Retail, Groups I and II
 Parking lot - accessory
Dwelling Units (subject to condition 1.b.)
 Single-Family
 Two-Family Attached
 Duplex
 Zero Lot Line
 Townhouses
 Multi-family
Entrance Gate and Gatehouse
Essential Services
Essential Service Facilities, Groups I and II (excluding solid waste transfer stations)
Excavation, Water Retention
Excess Spoil Removal
Fences, Walls, Entrance Gates
Home Occupation
Model Homes, Model Display Center, Model Display Group, Model Units
Parking Lot, Accessory
Real Estate Sales Office
Recreational Facilities, Personal & Private
Residential Accessory Uses
Signs, in accordance with LDC Chapter 30
Temporary Uses, in compliance with LDC section 34-3044

Commercial Parcels (Parcels 1, 2, 3, 4, and 11; subject to condition 1.b. and other conditions as noted)

Accessory Uses and Structures
Administrative Offices
Agricultural Uses, in compliance with Condition 12
Animal Clinic or Kennel (no outdoor runs)
Bait and Tackle Shop
Banks and Financial Institutions, Group I
Business Services, Group I
Cleaning and Maintenance Services
Clothing Stores, General
Consumption on Premises
Convenience Food and Beverage Store (no fuel pumps)
Daycare, Child and Adult
Drive-through facility for any permitted use
EMS, Fire or Sheriff's Station (in compliance with wellfield protection regulations)
Essential Services
Essential Services Facilities, Group I
Excavation, Water Retention
Fences, Walls
Food Stores, Group I
Gift and Souvenir Shop
Healthcare Facilities, Group III
Hobby, Toy and Game Shops
Household and Office Furnishings, Group I
Medical Office
Package Store
Parcel and Express Services
Parking Lot: Accessory
Personal Services, Groups I, II and III
Pet Services
Pet Shop
Pharmacy
Place of Worship
Real Estate Sales Office
Recreational Facilities, Commercial, Group IV, excluding Convention or Exhibit Halls
and Gun Ranges
Rental or Leasing Establishments, Groups I, II and III
Restaurant, Groups I, II and III
Schools, Commercial and Noncommercial
Signs
Specialty Retail Shops, all Groups
Studios
Temporary Uses
Variety Store

**Amenity Parcels (Parcels 10,
11 and 15; subject to
condition 1.b.)**

Accessory Uses and Structures
Administrative Offices

Agricultural Uses, in compliance with Condition 12
Club, private
Community Gardens
Consumption on Premises
Day Care, child
Essential Services
Essential Service Facilities, Group I
Excavation, water retention
Fences, Walls
Food and Beverage Service, limited
Food Stores, Group I
Health Clubs or Spas, as part of the private club
Personal Services, Group I
Real Estate Sales Office
Recreational Facilities, Personal, Private on-site
Rental and Leasing Establishments, Group I
Restaurant, Groups I, II, and III (including outdoor seating and service areas)
Signs
Specialty Retail, Groups I and II
Parking lot - accessory

R&D Parcel (portion of Parcel 22; subject to condition 1.b.)*

Business Services, Groups I and II
Fences, Walls
Parking Lot, accessory
Research and Development Laboratories, Groups I & IV
Agricultural Uses, in compliance with Condition 12
All uses described above for Residential Parcels

Existing Farmworker Housing Parcel (portion of Parcels 20 and 21)*

Farm labor housing
All uses described above for Residential Parcels

*The parcel designated for Existing Farmworker Housing may remain and be maintained for this use until such time as it may be converted to residential use. The parcel designated as Office R&D may be used for agriculturally-related office and research/development uses not to exceed 50,000 sq. ft. of building area until such time as this use is converted to residential use. These parcels may be converted to residential use at any time, in which case allowable uses will be as stated under "Residential Parcels" above, provided, however, the any such conversion to residential use will not cause the maximum number of dwelling units for the project to exceed 5,208.

Exhibit D

Conditions of Development

CONDITIONS:

1. Master Concept Plan/ Development Parameters

Development must be consistent with the Master Concept Plan (MCP) for FFD Corkscrew Road Property, dated XXX, attached as Exhibit B to the Agreement, except as modified by the conditions below.

a. Development must comply with the Lee County Land Development Code (LDC) in existence as of the effective date of this Agreement. In light of the conceptual nature of the MCP and the expected duration of the development, deviations from the LDC that do not increase the height, density or intensity of the development and otherwise meet the criteria of LDC Section 34-380 may be approved administratively by the Zoning Director without a public hearing.

b. The project is approved for a maximum of 5,208 dwelling units; 100,000 square feet of commercial floor area; 240,000 square feet total building floor area for clubhouse/amenity uses to be located within the Amenity Parcels and Residential Parcels; 50,000 square feet of Research and Development uses (existing); farmworker housing (existing); and public schools, civic uses, and other public facilities (subject to appropriate mitigation pursuant to paragraph 8.A.iii. of the Agreement). The Development Summary table on the MCP provides for the distribution of approved land uses throughout 22 Parcels. The allocation provides flexibility for the amount of development to be constructed on each Parcel but limits the maximum amount of development for the entire project that can be developed at buildout to the parameters identified in this condition. Changes to the number of dwelling units allowed on each Parcel may be approved through an administrative amendment, which may also require review and adjustment of the Conservation Area phasing plan provided in condition 1.c. below. Commercial development must only occur on uplands.

c. The Land Use Summary table on the MCP provides that 2,916.8 acres, or 56% of the project's total land area, will be dedicated to conservation purposes and these areas are identified on the MCP. Restoration and dedication of conservation areas shall occur over time as development orders are issued based upon the Phase Plan attached as Exhibit F to the Agreement and the Table below so that a minimum of 56% of the land area for each development order will be restored and dedicated to conservation concurrent with development:

Phase	Land Area (acres)	Development Area, incl. roads (acres)	Restoration Area (acres)*	Cumulative maximum units
A – Par. 1-7	797.3	350.8	446.5	797 units
B – Par. 8	672.5	295.9	376.6	1,469 units
C – Par. 9-12	951.8	418.8	533.0	2,421 units
D – Par. 13-17	932.9	410.5	522.4	3,354 units
E – Par. 18-20	1,090.9	480.0	610.9	4,445 units
F – Par. 21-22	763.2	335.8	427.4	5,208 units
Total	5,208.6	2,291.8	2,916.8	5,208

*The cumulative amount of Restoration Area provided must equal at least 56 percent of the phase's acreage plus the acreage of previous phases.

Phasing of development and conservation acreage will be subject to the following conditions:

- i. Restoration and dedication of conservation areas shall occur as development orders are issued so as to achieve and maintain a minimum 56% of total land area in conservation.
- ii. The cumulative number of dwelling units permitted by development orders at any given time may not exceed the sum of the acreage for development and conservation included in development orders.
- iii. Individual parcels within a phase may be granted a development order as long as the total area of restoration/preservation and the number of dwelling units is consistent with i. and ii. above.
- iv. Parcels are not required to be developed sequentially according to their number on the Development Summary table on the MCP. If a Parcel is tied to a future Conservation Area on the Table above, the developer may obtain a development order for that parcel provided the minimum 56% conservation area is provided. However, the County may require that the conservation area be provided in an unfinished Conservation Area rather than the future Conservation Area to which the Parcel is tied in the Table above.
- v. A cumulative development update statement and summary must be provided with each development order application with the following information:
 - Existing and pending development order reference numbers, names, and status.
 - Development parameters (by du or square feet) approved by previous development orders, the parameters sought for approval by the current application, and a cumulative total of approved/pending parameters for the project to date.
 - A land use summary table that includes acreage approved by prior development orders and pending approval in the current application for development, conservation, and open space.

- vi. Conservation phases must be completed within ten (10) years of commencement of restoration of each phase, regardless of the progress of development tied to each phase.
- vii. In lieu of restoration/conservation activities required above, a future non-residential development in Phase A may proceed through the reconnection of the offsite flow-way on the east side of the property adjacent to the golf course. Off-site flow would need to be accommodated within the farm infrastructure and future residential property. Phase A restoration must still be completed by the end of development of Phase A parcels.

2. Uses and Site Development Regulations

- a. The Schedule of Uses is set forth in Exhibit C to the Agreement.
- b. The Property Development Regulations are set forth in Exhibit E to the Agreement

3. Wildlife Crossings

The location of wildlife crossings for the project shown on the MCP will be approved prior to issuance of the first development order. Animal crossings will be reviewed and permitted in accordance with the approved locations at time of local development order on a phase-by-phase basis. The construction of the animal crossings must be consistent with similarly approved crossings within other residential developments in the area.

4. Protected Species Management and Human-Wildlife Coexistence Plan

The developer must submit an updated Protected Species Management and Human/Wildlife Coexistence Plan for approval by the County prior to or concurrent with the first development order application. The Plan and development order plans must address the following:

- Lighting: Lighting must comply with LDC 34-625. Lighting plans must demonstrate no light spillage into the indigenous preserve and restoration areas. Techniques to limit lighting impacts include shielding and motion sensor devices. The lighting standards must also be included in deed restrictions;
- Trails: The location of proposed passive trails within indigenous preserve and restoration areas must include designated trailheads with signs and educational kiosks posted with information on possible wildlife encounters and appropriate actions when encountering wildlife. Signs and educational kiosks must identify all wildlife documented in the Plan as present or with the potential to utilize the habitat;

- Signs: The placement and content of signs between lakes and residential buildings warning of the presence of alligators and that it is dangerous and illegal to feed or harass alligators. The developer must also include these warnings in the deed restrictions;
- Wildlife Fencing: (If proposed) must meet recommendations and requirements of the Florida Fish and Wildlife Conservation Commission (FWC) and US Fish and Wildlife Service (FWS); and
- The Plan must be updated to reflect FWC and FWS requirements if permits are issued after approval of the first development order.
- Vegetation Removal permit applications must include a map depicting the work limit area and a species survey for the work limit area. The developer must submit a management plan for protected species within the work limit area identifying protection measures, monitoring, and/or relocation consistent with State and Federal requirements.
- Development order plans for commercial uses must demonstrate use of bear resistant dumpsters and below ground grease traps.

5. Open Space

Prior to or concurrent with the first development order application, the developer will submit for County approval an Open Space Plan that must demonstrate how a minimum of 65% open space will be achieved at buildout in substantial compliance with the approved MCP.

6. Platting Preserve Areas

At time of platting on a phase-by-phase basis, the developer will plat preservation areas into separate tracts and dedicate those tracts to a single maintenance entity, which must be either a master home owners association ("HOA"), a community development district ("CDD"), or a governmental entity acceptable to the County that will accept responsibility for the perpetual maintenance of the preservation areas in compliance with these conditions. The HOA or CDD must be created prior to CC for the first development order.

7. Conservation Easement

Prior to or concurrent with the first development order, the developer will submit a Master Conservation Easement Dedication Plan that will accomplish the dedication of a minimum of 56% of the planned development for conservation purposes on a phase-by-phase basis. The conservation easements will be dedicated to a maintenance entity that provides third party enforcement rights to the County or other public agency acceptable to the County. The conservation easements will be dedicated on a phase-by-phase basis in accordance with the phasing plan attached as Exhibit F to the Agreement as development orders are

issued, and will be reflected on the plats approved by the County for the subject property. The form of the conservation easement will be in the form attached as Exhibit "I" to the Agreement, except as may be required to be modified by the State or South Florida Water Management District.

8. Indigenous Management Plans

The developer must submit for approval by the County a final Indigenous Preservation, Restoration, and Management Plan prior to or concurrent with the first development order application. The Indigenous Preservation, Restoration, and Management Plan must include the following language:

- At the time of purchase, deed holders must be placed on notice through covenants and deed restrictions that project preserve areas may be managed with prescribed burns.
- Prior to commencing prescribed burn activity, the community development district (CDD) or HOA must notify residents of the prescribed burn activities and provide general prescribed burn management educational materials.

9. Agricultural Uses: Existing bona fide agricultural uses, as shown on Exhibit "H," are allowed to continue on the property subject to the following:

- a. The bona fide agricultural use of row crops and citrus groves in existence at the time of this Agreement (including all associated irrigation and fertilization) must be discontinued prior to issuance of a local development order for vertical development of a non-agricultural use for the land area subject to the development order; provided, however, that all agriculture must cease for each Parcel no later than ten (10) years after the commencement of vertical development on that Parcel. Development orders for platting, infrastructure, or other non-vertical development will not require discontinuance of the agricultural use.
- b. Clearing or injury of native trees and vegetation (including understory) is prohibited in areas devoted to agricultural uses. Violations of this condition will require restoration in accordance with LDC 10-423. The prohibition on clearing or expansion of agricultural use does not preclude County approved requests to remove invasive exotic vegetation.
- c. Prior to issuance of a local development order for vertical development, the developer must submit written proof, subject to approval by the County Attorney's Office, of the following:

1) Termination of agricultural uses on the land area subject to the development order application/approval. Proof must include a sworn affidavit from the person or entity holding title to the land area that provides:

- a) the date agricultural uses ceased;
- b) the legal description of the land area subject to development order approval;
- c) an affirmative statement that the owner acknowledges and agrees that all agricultural uses are illegal and prohibited on the land area and that the owner covenants with the County that they will not allow agricultural uses on the land area until it is rezoned to permit agricultural uses; and
- d) that the affidavit constitutes a covenant between the owner and the County binding on the owner, their assignees and successors in interest.

The affidavit must be recorded in the public records of the County at the owner's expense.

2) Proof of termination of the agricultural tax exemption on the land area subject to the development order. Proof of termination must include a copy of the owner's request to terminate the tax exemption provided to the Property Appraiser.

10. Native Vegetation

Development order landscape plans must reflect 100% native vegetation for required landscaping within common elements. These planting requirements and a native plant list must be incorporated into the project's covenants and deed restrictions.

11. Vehicular/Pedestrian Impacts

- a. Local Development Order. This approval does not address site-related mitigation of vehicular or pedestrian traffic impacts. Additional conditions consistent with the LDC may be required to obtain a local development order.
- b. Impact Fees and Proportionate Share Payments. The development must mitigate the traffic impacts of the project and pay a proportionate share of the needed roadway improvements in accordance with paragraph 8 of the Agreement.
- c. Shared Use Path. The developer must provide an off-road shared use bike path/sidewalk in front of each residential lot and along at least one side of every project roadway. The shared use path must be 5 feet wide and separated from the travel lanes of the roadway. This separation from the travel lanes may be achieved by the installation of

a structural curb/gutter that prevents normal vehicular traffic on the path.

- d. Access. Agricultural uses (including farmworker housing and research and development uses) may access the property only via Six L's Farm Road and may not access Corkscrew Road directly from the property. Residential, commercial, and related amenity and accessory uses may access the property only via Corkscrew Road and may not directly access Six L's Farm Road. At the developer's option, an emergency access for fire/ems may be provided onto Six L's Farm Road to provide access for these services to the residential, commercial, and related amenity and accessory uses within the development.
- e. Phasing. The residential and commercial development authorized by this Agreement will be phased as follows:
 - i. Not more than twelve hundred fifty (1,250) dwelling units and 100,000 sq. ft. of commercial uses may be issued a building permit within three (3) years of the Effective Date of this Agreement.
 - ii. Not more than twenty-five hundred (2,500) dwelling units and 100,000 sq. ft. of commercial uses may be issued a building permit within five (5) years of the Effective Date of this Agreement.
 - iii. Not more than forty-two hundred fifty (4,250) dwelling units and 100,000 sq. ft. of commercial uses may be issued a building permit within seven (7) years of the Effective Date of this Agreement.
 - iv. All residential and commercial development may be issued a building permit after seven (7) years of the Effective Date of this Agreement.
 - v. These phasing restrictions do not apply to uses on the amenity uses, Office/R&D Parcel, and Farmworker Housing Parcel.

12. Entrance Gates and Gatehouses

Entrance gates and gatehouses are permitted at development entrances from Corkscrew Road and along the internal spine roads of the development. Gates must allow unencumbered pedestrian and bicycle movement between sub-neighborhoods and the overall development.

13. Surface & Ground Water Monitoring

The developer must submit an Enhanced Lake Management Plan at the time of Development Order application that includes monitoring components of surface and groundwater levels and quality as follows:

- a. The proposed groundwater (level and quality) monitoring program must establish baseline conditions and address monitoring during construction and operation of the storm water management facility.
- b. Quality of storm water entering and leaving the site must be monitored twice during the wet season and once during the dry season. Reporting must consist of an Electronic Data Deliverable (EDD) in a format approved by the Lee County Department of Natural Resources and submitted quarterly.
- c. The developer or successor must annually update the Water Quality Monitoring Program within the Enhanced Lake Management Plan to: 1) assess water quality data and trend analysis, 2) identify potential issues, and if necessary, 3) recommend corrective actions for changes to the monitoring plan.
- d. The developer may amend water quality monitoring and reporting after written request, review, and approval by the Department of Natural Resources.
- e. Groundwater quality monitoring well(s) for the Surficial Aquifer System must be provided and located between and proximate to Lee County's nearest production well(s) identified in the Water Quality Monitoring Plan.
- f. If any development order proposes to discharge into the County's MS4, the developer will coordinate with Lee County Department of Natural Resources through the development order process to ensure available capacity.

14. Wellfield Protection

- a. A portion of the property lies within Wellfield Protection Zones for the County public water supply. Development in those areas must comply with the Wellfield Protection Ordinance.
- b. The first development order application must include a list of Best Management Practices to address potential degradation of groundwater due to storage and use of regulated substances on-site during construction and operation of the development, if such substances will be stored or used on-site.
- c. The Declarations and Covenants must specify that only licensed professionals authorized by Lee County may perform activities such as the application of fertilizers, pesticides, insecticides, herbicides, nematicides or

other chemicals on the property. This restriction also applies to any commercial development.

- d. Docks, boat ramps, and motorized boats are prohibited within on-site storm water management lakes.
- e. Residential and amenity center development areas within the 5-year travel zones of the Wellfield Protection Ordinance must provide a minimum of 1.5 inches of water quality treatment of which, a minimum of 0.5-inch must be completed by water quality dry pretreatment prior to discharging into the lakes.
- f. Commercial development within the 6-month, 1-year, 5-year, or 10-year travel zones of the Wellfield Protection Ordinance must provide a minimum of 1.5 inches of water quality treatment, of which, a minimum of 0.5 inches must be completed by water quality dry pretreatment. Commercial development will be considered within the most restrictive wellfield protection zone as provided in the Wellfield Protection Ordinance.
- g. Dry and wet treatment on any commercial property must be located outside of the 6-month and 1-year travel zones.

15. Irrigation Wells

Single-Family Irrigation and Domestic Wells are prohibited. Development order plans must demonstrate irrigation will be provided via a central irrigation system using onsite lakes and, as necessary, existing permitted wells (or replacement wells). The Property Owner Association documents, including Declarations and Covenants, must prohibit the installation of single-family use wells for potable or irrigation water. Landscape irrigation must comply with the Water Conservation Ordinance #17-04, as amended.

16. Water and Sewer

All development must connect to central water and sewer; no septic systems or potable water wells will be permitted. The developer will utilize Lee County Utilities for potable water for the property, as provided in the Agreement. The development will connect to reclaimed water when available at the boundary of the subject property.

17. Maintenance

The developer and/or the CDD must submit a biennial drainage report signed by a licensed Professional Engineer in the State of Florida certifying that the drainage capacities of the flow-ways or buffer lakes at the completion of the project are consistent with the original design. If the report finds that flow-ways or buffer lakes require maintenance, then the developer/CDD must submit a remedial plan for review and approval to address measures to conduct

maintenance (i.e. re-grading the flow-ways or berms). Providing the County with a copy of the CDD Engineer's Report will satisfy this requirement with the additional requirements above.

18. Hydrological Restoration Plan

a. Flow Way Re-establishment. The developer must demonstrate how it will re-establish historic storm water flows through the property to the greatest extent practicable consistent with the MCP. The developer is responsible for providing storm water flow through the project site until the property and permits are transferred to a third party.

b. Hydrological Restoration Plan. The developer must submit a Hydrological Restoration Plan that incorporates the requirements of Policy 33.2.4.2.c. of the Lee Plan prior to or concurrent with the first development order application. The Hydrological Restoration Plan must be based, in part, on an integrated surface and groundwater model to demonstrate protection of Lee County's natural resources, and must include backfill and restoration of manmade ditches on the property. The developer must phase backfill work to coincide with project development. A key feature of the Hydrological Restoration Plan is the re-establishment of the flowways encompassed within the conservation areas on the MCP, to restore historic flow-ways and improve drainage patterns to the extent feasible.

The Hydrological Restoration Plan must include detailed calculations and analyses for proposed flow-ways and other drainage improvements to estimate hydrologic benefits while ensuring no adverse impacts to adjacent properties. As part of the analysis, the developer will consult with County staff regarding the potential for providing additional regional surface water storage within the subject property. If mutually agreed upon, the County and the Developer may enter into an Agreement to provide for such additional storage.

The calculations/analyses must analyze post-development phases including peak stages, flows, and inundation (durations and frequency) for design storms (25 yr - 3 day and 100 yr -3 day) and compare hydrologic conditions for wet and dry seasons.

c. Timing. The developer must construct the hydrological restoration plan approved by the County coincident with construction of the storm water management system for each phase of development.

19. Landscape Berm. A 100-foot wide buffer must be provided along Corkscrew Road. The buffer may include a decorative landscape berm with a maximum height of 6 feet as measured from the crown of Corkscrew Road.

20. Letters of Availability. Letters of availability will be provided for law enforcement, fire, ems, and schools concurrent with each development order application.

21. Development Permits. Issuance of a county development permit does not establish a right to obtain permits from state or federal agencies. Further, it does not establish liability on the part of the county if the developer: (a) does not obtain requisite approvals or fulfill obligations imposed by state or federal agencies or (b) undertakes actions that result in a violation of state or federal law.

DEVIATIONS

Deviation 1 grants relief from LDC Section 10-296(e)(3), which requires roadway segments in Lee Plan future non-urban areas to be designed to non-urban design standards, to allow the internal roadways to be designed to the suburban roadway standards of LDC Section 10-296(e)(2).

Deviation 2 grants relief from LDC Section 10-291(3), which requires that residential development of more than five acres and commercial development of more than ten acres provide more than one means of ingress and egress, to allow (1) a single entrance onto Corkscrew Road for development of Parcels 1-5; and (2) two entrances onto Corkscrew Road for development of all remaining parcels.

Exhibit E

Property Development Regulations (in feet)

	Single Family	Zero Lot Line	Two Family Attached	Townhouse	Multi-Family	Amenity Center	Commercial
Minimum Lot Width	35	35	27	18	100	100	100
Minimum Lot Depth	120	120	100	100	100	150	150
Minimum Lot Area	4,200	4,200	3,500	2,200	10,000	15,000	15,000
Maximum Building Height	35	35	35	35	55	45	45
Maximum Lot Coverage	65%	65%	70%	70%	65%	60%	60%

SETBACKS	Single Family	Zero Lot Line	Two Family Attached	Townhouse	Multi-Family	Amenity Center	Commercial
Public Street	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Corkscrew Road	100						
Private Street*	25	25	20	20	20	25	25
Side Yard	5	5/0**	5/0**	5/0**	10	10	10
Rear Yard	10	10	10	10	10	10	10
Accessory Structure	5	5	5	5	5	5	10
Lake Maintenance Easement	5	5	5	5	10	0	25

*10 feet for corner lots

** 0' for the common wall or lot line

Exhibit F
Phase Plan and Schedule

EXHIBIT G

Development Authorization Form

**AUTHORIZATION TO OBTAIN BUILDING PERMIT
WITHIN FFD/CORKSCREW ROAD PLANNED DEVELOPMENT**

The XYZ Corporation is hereby authorized by FFD Land Co., Inc. ("FFD") (or successor developer), to obtain a building permit in [describe lot, tract, or property] of the FFD/Corkscrew Road Property planned development.

In accordance with the Agreement entered into between FFD and the County dated _____, 20____, this document is a limited authorization for the following amount of development to be permitted:

_____ dwelling units
_____ sq.ft. of non-residential; type of use: _____

Further, FFD hereby assigns \$_____ in Proportionate Share credits created pursuant to the Agreement. If no amount is provided, no credits have been assigned.

Building permits in excess of the number of dwelling units and/or non-residential square footage identified above or for uses other than identified above are expressly prohibited.

Developer's Authorized Representative

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _ day of _____, 20____, by _____ as _____ of FFD Land Co., Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.

Notary Public

(SEAL)

Print Name

Commission Expiration Date

EXHIBIT H

Existing Agricultural Uses

EXHIBIT I

Form of Conservation Easement



LEE COUNTY BOARD OF COUNTY COMMISSIONERS

COMPREHENSIVE PLAN AMENDMENT
and
ZONING HEARING
AGENDA

Wednesday, March 3, 2021

9:30 AM

CPA2019-00007 / Commerce Lake Parcel – Transmittal Hearing

Development Agreement, FFD Land CO., Inc. v. Lee County, Stipulation of Settlement

**NOTICE OF PROPOSED AMENDMENT TO THE
LEE COUNTY COMPREHENSIVE LAND USE PLAN
(TRANSMITTAL HEARING)**

The Lee County Board of County Commissioners will hold a public hearing to consider proposed amendments to the Lee County Comprehensive Land Use Plan (Lee Plan) on Wednesday, March 3, 2020. The hearing will commence at 9:30 a.m., or as soon thereafter as can be heard, in the Board Chambers, 2120 Main Street in Downtown Fort Myers. At the hearing, the Board will consider the proposed amendments for transmittal to the Florida Department of Economic Opportunity:

CPA2019-00007 Commerce Lake Parcel: Amend the Future Land Use Map (Map 1, Page 1) from Airport Lands and Wetlands to New Community and Wetlands, and update the Airport Noise Zone (Map 1, Page 5) on ±22 acres located at both northern corners of the intersection of Commerce Lakes Drive and Daniels Parkway. The amendment is needed to reflect changes to the airport boundaries.

This transmittal hearing is the first step in a two step public hearing process to amend the Lee Plan. A second hearing will follow the Department of Economic Opportunity's review of the application.

Documentation for the Proposed Comprehensive Plan Amendment is available at <https://www.leegov.com/dcd/planning/cpa> or at the Department of Community Development located at 1500 Monroe Street, Fort Myers, Florida. This meeting is open to the public. Interested parties may appear at the meeting and be heard with respect to the proposed plan amendment. A verbatim record of the proceeding will be necessary to appeal a decision made at this hearing.

It is the intent of the Board of County Commissioners that the provisions of this Comprehensive Plan Amendment may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

Lee County will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income or family status. To request language interpretation, document translation or an ADA-qualified reasonable modification at no charge to the requestor, contact Joan LaGuardia, (239) 839-6038, Florida Relay Service 711, at least five business days in advance. El Condado de Lee brindará servicios de traducción sin cargo a personas con el idioma limitado del inglés.

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 24, 2021

Agenda Item:

COVID-19 UPDATE

Description:

This is an information agenda item presented by Lee Health Michael A. Nacheff/System Director Government Relations no action required.

Financial Impact:

n/a

Attachments:

1. PowerPoint – to follow