1	VILLAGE OF ESTERO, FLORIDA
2	ZONING 2010 17
3	RESOLUTION NO. 2018 - 17
4	A DECOLUMION OF THE VILLAGE COUNCIL OF THE
5	A RESOLUTION OF THE VILLAGE COUNCIL OF THE
6	VILLAGE OF ESTERO, FLORIDA, ADOPTING A
7	CODIFIED DEVELOPMENT ORDER FOR THE TIMBERLAND AND TIBURON DEVELOPMENT OF
8	
9 10	REGIONAL IMPACT (DRI) (11 TH AMENDMENT TO DRI DO STATE #7-8384-46); AND PROVIDING AN EFFECTIVE
11	DATE.
12	DATE.
13	WHEREAS, Robert B. Roop, Executive VP, CFO of Miromar Outlet Parking West
14	LLC ("applicant") filed an application for a proposed change to the Timberland and Tiburon
15	Development of Regional Impact ("DRI") on the Miromar Outlet Mall property for a project
16	known as Miromar Outlet Hotel to allow development of a 5-story, 135-room hotel on 2.3
17	acres in the Timberland and Tiburon Development of Regional Impact; and
18	acted in the Time criana and Trouten Beverepinent of Regional Impact, and
19	WHEREAS, the property is located in the northwest corner of the Miromar Outle
20	Mall property; and
21	
22	WHEREAS, the subject property is zoned as Mixed Use Planned
23	Development/Commercial Planned Development, and applicant has filed concurrently with
24	the DRI application an application for amendment to the Planned Development; and
25	
26	WHEREAS, the applicant is requesting to amend the DRI Development Order to also
27	update the DRI and create the Eleventh Amendment to the DRI Development Order; and
28	
29	WHEREAS, the Timberland and Tiburon Development of Regional Impact is now
30	within the jurisdiction of the Village of Estero; and
31	
32	WHEREAS, Section 380.06, Florida Statutes (2018), as amended by Chapter
33	2018-158, Laws of Florida, provides, <i>inter alia</i> , that amendments to previously approved DRIs
34	shall be reviewed in accordance with local procedures and standards; and
35	WITEDE AC 41 - Will Commell 1 141 1 A 1 C - 1 - 41 1 A 1 C 1 C
36	WHEREAS, the Village Council has reviewed the proposed Amendment and finds the
37	changes are acceptable if development proceeds as conditioned in the Eleventh Amended DR
38	Development Order, Exhibit A hereto and incorporated herein, and the associated Planned Development rezoning; and
39 40	Development rezoning, and
41	WHEREAS, the proposed changes to the Timberland and Tiburon DRI Development
42	Order described herein are consistent with the adopted Village of Estero Transitional
43	Comprehensive Plan and applicable Village land development regulations; and

14	WHEREAS, the Planning and Zoning Board reviewed the request at its meeting on
45	March 20, 2018 and recommended approval with conditions.
46	
1 7	NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero,
48	Florida:
49	
50	Section 1. The application for an amendment to the Development of Regional
51	Impact is approved as shown in Exhibit A.
52	
53	Section 2. This Resolution shall take effect immediately upon adoption.
54	
55	ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this
56	24 th day of October, 2018.
57	
58	Attest: VILLAGE OF ESTERO, FLORIDA
59	
60	P Noute State
61	By: Kathy Hall, MMC, Village Clerk By: James R. Boesch, Mayor
62 63	Katny Han, WIVIC, Village Clerk / James R. Boesch, Wayor
64	
65	Reviewed for legal sufficiency:
66	Reviewed for legal sufficiency.
67	
68	By: Mancy Stroud, Esq., Village Land Use Attorney
69	Nancy Stroud, Esq., Village Land Use Attorney
70	
71	
72	Exhibit:
73	A - Codified Development Order for Timberland and Tiburon (Eleventh Amendment to
74	DRI DO, State #7-8384-46)
75	

EXHIBIT A

CODIFIED DEVELOPMENT ORDER

FOR

TIMBERLAND AND TIBURON

A DEVELOPMENT OF REGIONAL IMPACT (ELEVENTH AMENDMENT TO DRI DO) #7-8384-46

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. The developer proposes to develop a mixed use project on approximately 921.2 acres in the northeast quadrant of I-75 and Corkscrew Road, including 2,279 residential dwelling units, which may include Assisted Living, Continuing Care, Independent Living units or other similar units in the mix of unit types, an 18 hole golf course, 335 hotel units/conference center, the additional 135 units being subject to the conversion table in condition II. C. 11, and 910,000 square feet of retail commercial space, composed of a regional shopping mall, and specialty/convenience retail uses, a 7,950 seat sports complex, and 150,000 square feet of commercial office of which up to 50,000 square feet can be medical office. Specific land use information is provided on Exhibit A. The project originally was expected to build out in one phase, but has been built in several phases, with a current build out of September 30, 2030.

The legal description of the property is attached as Exhibits F and G.

- B. The subject property is presently zoned MPD and CPD under the Village of Estero Transitional Land Development Code (LDC); and
- C. The proposed changes to the Timberland and Tiburon Development of Regional Impact (DRI) have been reviewed pursuant to the requirements of Section 380.06, Florida Statutes (2018), as amended by Chapter 2018-158, Laws of Florida; and
- D. The proposed development is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes; and
- E. The proposed changes do not have the effect of reducing the originally approved height, density, or intensity of the development; and
- F. This Eleventh Amendment to the DRI incorporates and restates the prior approvals and conditions of approval, as changed by this Eleventh Amendment.

II. ACTION ON THE REQUEST AND CONDITIONS OF APPROVAL

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, in public meeting duly constituted and assembled that the proposed amendments to the Timberland and Tiburon DRI Development Order submitted by Miromar Outlet Parking West, LLC are APPROVED, subject to the following conditions, restrictions, and limitations:

A. DRAINAGE/WATER QUALITY

- 1. All commitments provided in the original ADA and the ADA submitted on July 10, 1996 with supplemental submittals, with respect to Question 19 (Drainage), are incorporated as conditions of approval, except where these commitments have been superseded by conditions included in the Environmental Resource Permit No. 36-01871-S, as it may be amended. The commitments include, but are not limited to, the use of grassed conveyance swales (flow-ways), spreader discharge swales, wetland preserves, dry retention areas including unfilled portions of the golf course, shallow lake littoral zones, exfiltration systems, vacuum sweeping of commercial parking lots 1 or 2 times per week, and routing of offsite surface water flows from wetland areas through the development's water management system.
- 2. The developer must implement an on-going maintenance and monitoring program that regularly inspects, maintains and samples the storm water drainage system in accordance with the conditions set forth in the Environmental Resource Permit No. 36-01871-S as it may be amended, during development of Timberland and Tiburon. The legal entity which will carry out this program during the operational phase has been established; the documents creating such entity were approved in advance by the County Attorney's Office. The program was designed in consultation with the staffs of the South Florida Water Management District, and Lee County. Final Approval of the program rests with the SFWMD and the Applicant's Handbook and Lee County under the LDC.
- 3. All irrigation water will be supplied through a centralized secondary system. No individual home wells will be permitted on the site. University Highlands irrigation water must be provided in accordance with SFWMD WUP #36-07362-W, Miromar will provide irrigation water in accordance with SFWMD WUP #36-03355-W, and Grandezza will provide irrigation water in accordance with the water use permit (WUP) issued to Grandezza by the SFWMD. Prior to the issuance of the first local development order the applicant will meet with Lee County Utilities to review the availability and feasibility of obtaining reclaimed water. If reclaimed water is available in sufficient quantity and if the extension of reclaimed water lines is technically and financially feasible the applicant will utilize reclaimed water for irrigation purposes
 - 4. No pesticides containing DDT will be applied to the golf course.
- 5. The developer must comply with all permits except as may be modified by conditions approved as set forth herein.

B. ENERGY

The developer must incorporate, as a minimum, the following energy conservation features into all site plans and architectural programs, or insure that the following features are implemented through deed restrictions and/or covenants with successors in title. All applications for site plan approvals and building permits must be accompanied by a document detailing proposed compliance with these conditions. If deed restrictions or covenants are utilized to insure compliance, those documents must be approved by the County Attorney's Office prior to recording.

These features are:

- 1. A bicycle/pedestrian system connecting all land uses, to be placed along arterial and collector roads within the project, and also along Corkscrew Road. This system must be constructed in accordance with the Village of Estero standards, and must also include internal bikeways, sidewalks, and walking/jogging paths substantially as shown on Exhibit H from the A. D. A., the Master Development Plan.
- 2. Bicycle racks or storage facilities in recreational, commercial, and multifamily residential areas.
- 3. Bus stops, shelters, and other passenger and system accommodations for a transit system to serve the project area, in accordance with the specifications of the appropriate Village of Estero and Lee County agencies.
- 4. Energy-efficient features in window design (e.g., tinting and exterior shading), and operable windows and ceiling fans in residential units.
 - 5. Energy-efficient appliances and equipment.
- 6. Prohibition against deed restrictions or covenants that prevent or unnecessarily hamper energy conservation efforts (e.g., building orientation, clotheslines, and solar water heating systems).
- 7. The minimum necessary coverage by asphalt, concrete, rock, and similar substances in streets, parking lots, and other areas to reduce local air temperatures and reflected light and heat, as determined by the Lee County Department of Community Development.
- 8. Energy-efficient lighting for streets, parking areas, and other interior and exterior public areas.
- 9. The maximum gallons per flushing cycle for water closets and the maximum flow rate per minute of shower heads and faucets must be consistent with the Florida Building Code.
- 10. Selection, installation, and maintenance of native plants, trees, and other vegetative and landscape design features that can be shown to reduce requirements for

water, fertilizer, maintenance, and other needs, compared to non-native exotic plant species.

- 11. Planting of native shade trees for each residential unit, and to provide shade for all streets and parking areas.
- 12. Placement of trees to provide shade in the warmer months while not overly reducing the benefits of sunlight in the cooler months.
- 13. Orientation of structures, to reduce solar heat gain by walls and to utilize the natural cooling effects of the wind.
- 14. Provision for structural shading (e.g., trellises, awnings, and roof overhangs) wherever practical when natural shading cannot be used effectively.
 - 15. Inclusion of porch/patio areas in residential units.
- 16. Establishment of an architectural review committee and consideration by the project architectural review committee(s) of energy conservation measures (both those noted here and others) to assist builders and tenants in their efforts to achieve greater energy efficiency in the development.

C. TRANSPORTATION

- 1. Upon the Village's written request for a traffic monitoring report from any or all of the phases of the DRI the property owner shall be responsible to respond with the requested information, which may include but not be limited to p.m. peak hour traffic counts and estimates of the level of service for the roadway segments and the intersections (with turning movements at intersections) identified by staff.
- 2. The Developer dedicated sufficient right-of-way along the south property line to provide 100 feet of right-of-way north of the proposed centerline of Corkscrew Road for widening Corkscrew Road up to six lanes, and constructed or cause to be constructed a four-lane, divided arterial section of Corkscrew Road from I-75 to Ben Hill Griffin Parkway prior to the issuance of the Certificate of Compliance for Phase I of the regional mall. The Developer and its successors in interest will not be eligible for any roads impact fee credits for this dedication and improvement, but they will be entitled to credits against assessments for the Corkscrew Road Service (CRSA) pursuant to Lee County Resolution #94-07-12.
- 3. During each phase of development, the Developer must make all intersection improvements, including signalization, turn lanes and deceleration lanes, deemed necessary by the County Engineer for the project's access points onto Corkscrew Road, Ben Hill Griffin Parkway, Estero Parkway, and other County or Village roads. These improvements will be site-related and will not be eligible for roads impact fee credits. Intersections of entrances and roads from the Timberland and Tiburon development will be coordinated with those from properties on the opposite side of the road.

For development of the regional mall site, the project will be limited to the following: (1) one partial access point on Corkscrew Road between I-75 and Ben Hill Griffin Parkway, limited to right-in/right-out/left-in movements, approximately 660 feet west of Ben Hill Griffin Parkway; (2) a full access point on Ben Hill Griffin Parkway approximately 1,220 feet north of Corkscrew Road; and (3) a partial access point on Ben Hill Griffin Parkway approximately 660 feet north of Corkscrew Road. However the County reserves the right to close or further limit that access, if the limited access connection to Corkscrew Road proves to be a safety hazard in the future, as determined by the County Engineer on the basis of an operational evaluation.

The developer is not eligible for credits against the Roads Impact Fee for these intersection improvements because they are "site-related", as this term is defined in the Roads Impact Fee Ordinance.

4. On July 6, 1994, the Lee County Board of County Commissioners adopted Resolution 94-07-11 relating to the provision of infrastructure within the CRSA. The resolution included a finding that the Board of County Commissioners accepted a study entitled "Corkscrew Road Service Area: Implementation of Privately Funded Infrastructure Overlay Concept". This study analyzed the demands for additional infrastructure that would be created by eight (8) developments within the CRSA, including Timberland and Tiburon and the 126.7 acre Humphrey Tract, and made specific recommendations as to the nature and extent of the mitigation that should be required of each of these developments. Ordinance 90-30 authorized the study by creating an MSBU for the CRSA. Resolutions 94-7-12 and 94-9-4 subsequently imposed assessments on the affected parcels to pay for the necessary improvements and cost incurred by Lee County in accordance with the findings of the study.

The approved CRSA plan indicated that the CRSA would be required to fund \$8,043,000.00 in road improvements in addition to the impact fees to be paid by the various developments to mitigate their traffic impacts. The plan also recommended that the CRSA assessments be used to widen Corkscrew Road from two (2) to four (4) lanes between I-75 and the Habitat DRI; the study found this improvement to be the equivalent of the property owners' proportionate share of the unfunded road improvements that would be necessary to mitigate the impact of the projects within the CRSA. The use of the CRSA assessments to "pipeline" improvements to Corkscrew Road was approved by DCA on May 20, 1994. Timberland and Tiburon's and the 126.7 acre Humphrey Tract's contribution to the four-laning of Corkscrew Road through the two assessment programs described above is, therefore, a "pipeline" improvement that is being funded in lieu of proportionate share payments for other roads in the area.

5. In addition to the CRSA assessments described in Condition C. 4, the Developer of Timberland and Tiburon must pay Roads Impact Fees in effect at the time building permits are issued for all applicable residential and nonresidential development. If the Roads Impact Fees is repealed, reduced, or made unenforceable by court action, the developer must pay the Roads Impact Fees in effect as of the day prior to such change.

Payment of Roads Impact Fees, CRSA assessments, and contributions toward the construction of Ben Hill Griffin Parkway already committed by the developer (design, right-of-way donation and \$630,000 cash for construction), are in lieu of proportionate share payments for improvements to maintain the adopted level of service for the following road segments anticipated in the original assessment to be significantly impacted through the project build out:

a. Phase I (2000, in the original assessment)

Regional Roadways:	
Corkscrew Road	
US 41 to Sandy Lane	widen to 4 lanes
Sandy Lane to Three Oaks Parkway	widen to 4 lanes
Three Oaks Parkway to I-75	widen to 4 lanes
Intersections:	
US 41/Corkscrew Road	
Corkscrew Road/Three Oaks Parkway	
Corkscrew Road/I-75 West Ramp	
Corkscrew Road/I-75 East Ramp	

b. Phase II (2005, in the original assessment)

Regional Roadways:	
Alico Road	
US 41 to Three Oaks Parkway	widen to 6 lanes
Three Oaks Parkway to I-75	widen to 6 lanes
Bonita Beach Road	
Imperial Street (Parkway) to i-75	widen to 6 lanes
Corkscrew Road	
Three Oaks Parkway to I-75	widen to 6 lanes
I-75 to T & T Shopping Center Entrance	widen to 6 lanes
Ben Hill Griffin Parkway to East T & T Entrance	widen to 4 lanes
I-75	
Bonita Beach Road to Corkscrew Road	widen to 6 lanes
Corkscrew Road to Alico Road	widen to 6 lanes
Alico Road to Daniels Parkway	widen to 6 lanes
Daniels Parkway to Colonial Boulevard	widen to 6 lanes ¹

¹ Link included because of state/regional policy to maintain LOS "C" on interstate.

US 41	
Coconut Road to Williams Road	widen to 6 lanes
Williams Road to Corkscrew Road	widen to 6 lanes
Corkscrew Road to Estero Parkway	widen to 6 lanes ²
Estero Parkway to San Carlos Boulevard	widen to 8 lanes or restrict access or
	improve parallel facility ²
Alico Road to Island Park Road	widen to 6 lanes plus alternate facility ³
Island Park Road to Jamaica Bay West	widen to 6 lanes plus alternate facility ³
Jamaica Bay West to Six Mile Cypress Parkway	widen to 6 lanes plus alternate facility ³
Intersections:	
US 41/Six Mile Cypress Parkway	
US 41/Island Park Road	
US 41/San Carlos Boulevard ²	
US 41/Estero Parkway²	
US 41/Alico Road	
US 41/Williams Road	
US 41/ Coconut Road	
Alico Road/Three Oaks Parkway	
Alico Road/I-75 West Ramps	
Alico Road/I-75 East Ramps	
Corkscrew Road/Treeline Avenue	
Bonita Beach Road/I-75 West Ramps	
Bonita Beach Road/I-75 East Ramps	

Build-Out (2010, in the original assessment) C.

Regional Roadways:	
Alico Road	
US 41 to Three Oaks Parkway	widen to 6 lanes plus alternate facility4
Three Oaks Parkway to I-75	widen to 6 lanes plus alternate facility ⁴
Corkscrew Road	
T & T Shopping Center to Ben Hill Griffin Parkway	widen to 6 lanes
East T & T Entrance to Wildcat Run	widen to 4 lanes
I-75	
Bonita Beach Road to Corkscrew Road	widen to 8 lanes or parallel facility ¹
Corkscrew Road to Alico Road	widen to 8 lanes or parallel facility ¹
Alico Road to Daniels Parkway	widen to 8 lanes or parallel facility
Daniels Parkway to Colonial Boulevard	widen to 8 lanes or parallel facility ¹

² Links and intersections not significant at buildout but impacted in Phase II due to model assignment 3 Metro Parkway Extension at 6 lanes 4 Estero Parkway Extension at 4 lanes

US 41	
Alico Road to Island Park Road	widen to 6 lanes or 8 lanes plus alternate facility ⁵
Island Park Road to Jamaica Bay West	widen to 6 lanes or 8 lanes plus alternate facility ⁵
Jamaica Bay West to Six Mile Cypress Parkway	widen to 6 lanes or 8 lanes plus alternate facility ⁵
Intersections:	
Additional intersections are not impacted; however, additional improvements to those intersections listed above in Phases I and II may be necessary.	

The Roads Impact Fees collected by Lee County or Village of Estero from the developer will be used to mitigate the adverse impacts of the Timberland and Tiburon DRI (including the Humphrey Tract) on the regional roadways listed above, either directly or by providing alternative improvements that are consistent with Lee County's Map 3A Lee County 2030 Financially Feasible Highway Plan, as it may be amended. Construction schedules for improvements to these roadways will be designed to have the improvements in place coincident with development of Timberland and Tiburon.

- 6. The updated 2010 traffic assessment indicates that there are no significantly impacted roadways operating below acceptable levels of service at the end of buildout in 2018.
- 7. Nothing contained in this Development Order may be construed to exempt this development from participation in the funding, through Municipal Services Benefits Units (MSBU's) or other special assessment districts, of improvements to various state or county arterial and collector roads or intersections to the degree to which this development generates demand.
- 8. Findings "s" and "t" of Lee County Resolution #94-07-11, in which the County accepted the CRSA report, indicate that all of the development anticipated in the report will comply with Lee County's concurrency requirements if the report is fully implemented. In light of the "pipeline" transportation improvements recommended by the study and described in Condition C.4 above, the Timberland and Tiburon DRI (including the Humphrey Tract) will be deemed concurrent for the duration of the project with regard to the following road segments and associated intersections regardless of their levels of service:
 - a. Corkscrew Road, from US 41 to the entrance of Wildcat Run;
 - b. US 41 from Alico Road to Six Mile Parkway;

⁵ Restrict access and Metro Parkway Extension at 6LD (commitment to provide adequate capacity to support travel demand currently estimated at 14 lanes)

- c. Ben Hill Griffin Parkway from Corkscrew Road to Alico Road; and
- d. Alico Road, from Three Oaks Parkway to I-75.
- 9. Lee County will only accept for maintenance those internal roads that are designated on the Official Traffic Ways Map.
- 10. The developer agrees not to use or develop the 75 feet along the northern property line east of Ben Hill Griffin Parkway until further amendment of this DRI Development Order allows for development within that area
- 11. If hotel units over and above 200 units are constructed, the developer must convert non-residential square footage to hotel rooms not to exceed 335, based on the following conversion rates, which are reflective of no increase in the number of net new external peak hour trips for the overall Timberland and Tiburon DRI.

100 square foot retail shopping center = 1.50 hotel rooms

100 square foot outlet mall retail = 0.64 hotel rooms

100 square foot general office = 0.50 hotel rooms

100 square foot medical office = 1.50 hotel rooms

D. REGIONAL SHOPPING CENTER

The regional shopping center was approved and constructed in accordance with the conditions in this Development Order.

E. SPORTS COMPLEX

- 1. The DRI permits a sports complex consisting of ice and roller rinks and an arena collectively containing 7,950 seats, and a 5,000 square foot restaurant (internal and accessory to the sports complex).
- 2. In order to address the estimated 145 p.m. peak hour trip impact of the Sports Complex, the traffic mitigation for the sports complex scenario consist of the payment of \$285,534 in road impact fees and \$141,338 towards the CRSA Construction special assessment, for a total contribution of \$426,872. These payments were paid prior to the issuance of the Certificate of Occupancy for the Sports Complex.
- 3. All minor league hockey games and other special events at the Sports Complex are limited to non-holiday weekday evenings (after 7:00 p.m.), weekends and/or holidays.
- 4. Prior to the issuance of a Certificate of Occupancy for the Sports Complex site, the applicant developer constructed and/or instituted the following improvements:
 - a. Four lane divided Tiburon Boulevard from Ben Hill Griffin Parkway to the Sports Complex.

- b. Expanded turn lanes at the south intersection of the Tiburon Boulevard and Ben Hill Griffin Parkway, including a dual northbound to westbound left-turn lane, a separate southbound to westbound right-turn lane, an eastbound to northbound left-turn lane, an eastbound through lane, and an eastbound to southbound right-turn lane.
- c. Turn lanes at the north Tiburon Boulevard intersection with Ben Hill Griffin Parkway, including a southbound to westbound right-turn lane, an eastbound to northbound left-turn lane, and an eastbound to southbound right-turn lane.
- d. Development of a special event traffic plan in conjunction with the Lee County Division of Transportation and the Lee County Sheriff's Office. The plan must identify the preferred routes for ingress/egress to the facility, locations for police control of the critical intersections, charter bus ingress/egress provisions, and provisions relating to public transit routing and off-street parking provisions and usage.

The developer was not eligible for credits against Roads Impact Fees for these improvements because they are site related, as this term is defined in the Roads Impact Fee Ordinance.

5. The Sports Complex was constructed, and the following road segments and intersections were anticipated to be significantly impacted by the end of T&T Phase I (original):

Regional Roadways:

US 41

Alico Road to Island Park Road Island Park Road to Jamaica Bay West

Interstate 75
Alico Road to Daniels Parkway

Regional Intersections:

US 41/Island Park Road US 41/Alico Road Alico Road/I-75 East Ramps Alico Road/I-75 West Ramps

These road segments and intersections will be monitored in accordance with Condition C.1.

6. The owner of the Sports Complex was required to submit an annual monitoring report to specifically identify the traffic generated by the Sports Complex during the p.m. peak hour (defined as from 5:00 p.m. to 6:00 p.m.). Counts with turning movements were to be performed annually at the Complex's north and south intersections with the loop road off of Ben Hill Griffin Parkway, on nights when minor league hockey games or special events were scheduled. These counts were to be conducted for five years after the opening of the Sports Complex. Should the traffic generated by the Complex exceed 145 p.m. peak hour trips, the Timberland and Tiburon Sports Complex's impact fees and contribution to the CRSA construction special assessment were to be reevaluated and any additional contribution attributable to the Sports Complex specified. If additional mitigation is required due to the impacts of the Sports Complex, the owner of the Sports Complex will be responsible for mitigating the impacts. As property within the Timberland and Tiburon DRI was sold, buyers were to be made aware of the obligations of the overall DRI and the potential for adjustments in the mitigation contributions.

The monitoring report for the Sports Complex was to also identify how many nights in the last year the 7,500-seat arena component was used, in order to verify the assumptions that went into the impact fee calculation. If the arena was used more than 30% of the year (110 days), then the developer was to conduct a traffic study verifying the conditions for the Sports Complex that serve as inputs to be used in the road impact fee calculation (average daily traffic, trip lengths, etc.). The new inputs would then be used to calculate the appropriate road impact fee to be paid for the Complex, with credit for road impact fees already paid.

The Sports Complex was opened in 1998 and monitoring was undertaken. Therefore, the five year time period identified above has been satisfied and the traffic monitoring specific to the Sports Complex is no longer applicable.

F. COMMITMENTS AND MONITORING

All commitments and impact-mitigating actions provided by the developer within the current application and predecessor Applications for Development Approval (and supplementary documents) for the Timberland and Tiburon DRI that are not in conflict with specific conditions for project approval stated above are officially adopted as conditions for approval.

G. EDUCATION

- 1. The developer must provide school bus stops within residential areas of the project, whose design features and specific locations are determined in conjunction with the Lee County School Board. The design and locations must be consistent with the Village of Estero Building and Land Development Codes.
- 2. The developer will comply with the conditions set forth in its Settlement Agreement with the School Board of Lee County, Florida, a copy of which is attached as Exhibit E and made a part of this Development Order. The settlement agreement provides

that University Highlands Limited Partnership received One Million Dollars in school impact fee credits that can be used in the Timberland and Tiburon DRI and the credits do not have a termination date.

H. HURRICANE

- 1. The developer met with the Lee County Disaster Preparedness officials prior to the first phase of final plan approval to discuss potential use of the non-residential areas for storm shelter purposes.
- 2. The developer must establish and maintain a hurricane evacuation program of education information for the hotels, the congregate senior housing facility, and condominium/homeowner's associations.
- 3. The owners and lessees must permit Lee County to use part of the parking areas of the shopping center and any commercial building for the purpose of receiving, redirecting and storage of resources, such as: equipment, personnel and other resources, for a limited time during a state of emergency until they are disseminated to other geographic zones in the County.
- 4. Owners and employers for the commercial areas are encouraged to consider on-site sheltering for their own employees and families as part of their individual hurricane preparedness plans.

I. VEGETATION AND WILDLIFE/WETLANDS

- 1. All developer commitments appearing in the ADA and sufficiency responses concerning the preservation of wetland, transition areas, and water management designs are hereby incorporated as conditions of approval, except as modified herein.
- 2. The original developer applied for and obtained a permit (Permit #199302371) from the U.S. Army Corps of Engineers (ACOE) to fill specified jurisdictional wetlands on this site (See Exhibit "C"). That permit incorporated the terms of a June 19, 1996 agreement between the developer and Lee County. The agreement required the developer to pay, as off-site mitigation, Environmental Assessments of \$1700.00 per developed acre (up to \$1,200,000.00 in total) as a condition of local development order approval. This agreement is attached as Exhibit "D" to the DRI development order.

Between 1997 and 2001, the County collected \$830,727 in Environment Assessments in accordance with the agreement. In June of 2005, \$634,202.01 of Environmental Assessments were used to purchase lands within the target area designated in the 1996 agreement (site 93, Imperial Marsh Preserve). Approximately \$196,525 of funds collected remain for restoration, preservation, and management of the portion of the preserve purchased with the Environmental Assessments, in accordance with the Agreement. If ACOE finds mitigation required under the 1996 agreement is not sufficient then the developer will be responsible to provide for the mitigation required by the ACOE.

Lee County used the proceeds from this Environmental Assessment to acquire lands within the areas identified in Exhibit "D" of the June 19, 1996 agreement. The portion of the Imperial Marsh Preserve purchased with the Environmental Assessments will be managed by Lee County in an environmentally responsible manner and in accordance with procedures adopted by the County. The County must coordinate their management efforts with the South Florida Water Management District and other Lee County programs so that the total area acquired is managed to preserve and enhance its wildlife habitat and environmental value.

The developer of the property described in Exhibit G (this is the legal exhibit of the University Highlands Limited Partnership site since there are no Areas 1 and 2 on Map H) applied for a new ACOE Permit that required mitigation for wetland and wildlife impacts which has been completed. All future development on the University Highlands Limited Partnership portion of the property must be consistent with its ACOE permit, all necessary permits from Florida Department of Environmental Protection (DEP), the South Florida Water Management District (SFWMD), and permits issued by other applicable state and federal agencies.

- 3. The developer must conduct and submit surveys for Village of Estero protected species meeting the standards of the applicable Village of Estero Land Development Code as part of each application for a local development order where required by the Land Development Code. A management plan meeting the requirements of the Land Development Code must also be submitted as part of each local development order application for property on which a survey indicates the presence of one or more protected species.
- 4. The developer must utilize a native landscaping program throughout the project, with an effort to save and create native upland habitat. This program will be reviewed at time of local development order by the Village of Estero.
- 5. The developer must comply with the standards for open space and indigenous preservation in the Village Transitional LDC Sections 10-415 and 34-935(g), on the DRI parcel as a whole, provided however, that individual parcels within the development may be permitted by Village of Estero to deviate from the requirements in Section 10-415.
- 6. Prior to the issuance of a Village of Estero Tree Removal Permit for any phase of development on the Timberland and Tiburon DRI Site, the Developer must submit a management plan, consistent with the ERP and the ACOE 404 permit which protects the Eastern Indigo snake from injuries associated with construction activities. This plan will be reviewed by the Village of Estero.
- 7. Grandezza Master Homeowners Association and its successors must implement the Florida Black Bear Management Plan prepared by Kevin L. Erwin Consulting Ecologists, Inc., on the Humphrey Parcel and comply with all wildlife standards set forth therein.

8. All lands added to the Timberland and Tiburon DRI are subject to the wildlife standards of the original DRI Development Order as amended.

J. COMMUNITY SERVICES

- 1. Landowners east of I-75 along Corkscrew Road entered into an agreement with the Estero Fire District to fund a pro-rata share of a new fire station. The landowners collectively committed to a total of one million dollars over a ten year period, of which Timberland and Tiburon will pay \$400,000, at \$40,000 per year for ten years. The first payment was due on May 1st of each year beginning in 1995.
- 2. The payments referenced in paragraph 1 above were eligible for a credit against the County fire impact fees. Note: In 1998, a determination was made by the County that the CRSA assessment for the mitigation of fire impacts satisfied the original project's obligation for further mitigation based on the development parameters then in effect.
- 3. The 126.7-acre Humphrey Tract added to the DRI in 2002 entered into an agreement with the Estero Fire District to fund a pro rata share of a new fire station. The owners of the Humphrey Tract were assessed \$52,500 which was paid at \$5,250 per year for ten years beginning in 1995. The developer received a credit against future fire impacts applicable to development on the Humphrey Tract for the \$52,500 payment secured in 1995. For credit purposes, the County will adjust \$52,500 beginning on June 16, 1995, the date the Declaration between the Humphrey Trust and the Estero Fire Protection and Rescue Services District was recorded in the Public Records of Lee County. The adjustment will be based on the CPI-U Standard referenced in Lee County Land Development Code, Section 2-395(a)(4), unless a different standard of adjustment is adopted prior to the application of credits.
- 4. In accordance with Section XIII of the Declaration signed by both the Humphrey Trust and Timberland Limited and Tiburon Limited, fire impact fee credits issued on either the Humphrey parcel or the original Timberland and Tiburon DRI parcel may not be transferred for use on property other than the property used in each agreement to guarantee the payments.

K. RECREATION AND OPEN SPACE

The developer will provide on-site recreational facilities for the development based on the likely demographic profile of the residents. In addition, certain of the recreation improvements may be eligible for credit against the Community Parks Impact Fee Program.

L. OTHER

The Village of Estero acknowledges that any infrastructure and public service deficits created as a result of the impacts of this development will be fully addressed by the payment of impact fees and the CRSA assessment.

III. <u>LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER, AND ADMINISTRATIVE REQUIREMENTS</u>

BE IT FURTHER RESOLVED, by the Council of The Village of Estero, Florida, that:

- 1. Resolution. This resolution constitutes the Development Order of the Village Council issued in response to the application for amendment filed by Miromar to the Timberland and Tiburon Development of Regional Impact. Notice of the adoption of this amendment to the Timberland and Tiburon Development of Regional Impact shall be recorded by the developer, in accordance with Section 28.222, Florida Statutes, with the clerk of the Lee County Circuit Court.
- 2. Additional Developer Commitments. All commitments and impact mitigating actions volunteered by the developer in the current application and prior Applications for Development Approval and supplementary documents and not in conflict with conditions or stipulations specifically enumerated above are hereby adopted as part of the Development Order by reference.
- 3. <u>Binding Effect</u>. This Development Order is binding upon the developer and their heirs, assignees, or successors in interest. Those portions of this Development Order which clearly apply only to the project developer, including but not limited to the initial construction of capital facilities, will not be construed to be binding, however, upon future residents of single family dwelling units or persons purchasing individual house sites for personal residential purposes.

It is hereby declared that the terms and conditions set out in this document constitute a basis upon which the developer and Village may rely in future actions necessary to implement fully the final development contemplated by this Resolution and Development Order.

All conditions, restrictions, stipulations and safeguards contained in this Resolution and Development Order may be enforced by either party hereto by action at law or equity, and all costs of such proceedings, including reasonable attorney's fees, shall be paid by the defaulting party.

- 4. <u>Successor Agencies</u>. It is understood that any reference herein to any governmental agency will be construed and designated as successor in interest to, or which otherwise possesses any of the powers and duties of any referenced governmental agency in existence on the effective date of this Development Order.
- 5. <u>Severability</u>. In the event that any portion or section of the Development Order is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision will in no manner affect the remaining portions or sections of the Development Order which will remain in full force and effect.

- 6. <u>Applicability of Regulations</u>. The approval granted by this Development Order is limited. Such approval will not be construed to obviate the duty of the applicant to comply with the applicable local or state review and permitting procedures.
- 7. <u>Further Review</u>. Subsequent requests for local development permits will not require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the Village of Estero, after due notice and hearing, that the expiration of the period or effectiveness of this development order has occurred as provided herein.

If the DRI expires, the Village will order a termination of all development activity until such time as the appropriate application for development approval has been submitted and all local approvals have been obtained.

- 8. <u>Build-Out and Termination Dates</u>. This Development Order will expire on September 30, 2030, unless an extension is approved. An extension may be granted by the Village Council if the project has been developing substantially in conformance with the original plans and approval conditions, as amended.
- 9. <u>Assurance of Compliance</u>. The Village of Estero Department of Community Development or his/her designee, is the local official responsible for assuring compliance with this Development Order. No permits or approvals will be issued if the Developer fails to act in substantial compliance with the development order.
- 10. <u>Effective Date</u>. This Development Order shall be effective upon adoption of Resolution 2018-17 at second reading.

Adopted **BY THE VILLAGE COUNCIL** of the Village of Estero, Florida, this <u>24th</u> day of October, 2018.

By:

Attest:

Kathy Hall, MMC, Village Clerk

VILLAGE OF ESTERO, FLORIDA

James R. Boesch, Mayor

Reviewed for legal sufficiency:

By: Mancy Hay Way Nancy Stroud, Esq., Village Land Use Attorney

Vote:	AYE	NAY
Mayor Boesch		
Vice Mayor Ribble		
Councilmember Batos	V	
Councilmember Errington		
Councilmember Levitan	V	
Councilmember McLain	V	
Councilmember Wilson		*

Exhibits:

- A. Proposed Land Use Table
- B. Intentionally Deleted (Biennial Monitoring Report Guidelines no longer applicable)
- C. Corps Permit 199302371
- D. Agreement between Lee County and Developer dated 6-19-96 pertaining to Vegetation, Wildlife/Wetland Condition
- E. Agreement between Developer and Lee County School Board dated August 1985
- F. Legal Description of Humphrey Tract
- G. Legal Description of Entire DRI
- H. Map H

EXHIBIT A TIMBERLAND AND TIBURON PROPOSED LAND USE

Single- Family Homes		Multi- Family (incl. ACLF units)	TOTAL	Retail	General Office	Retail Shopping Center	Hotel	Golf Course	Sports Complex (Seats)
490			2,279	210,000 ¹	150,000 ²	700,000	335	18 Holes	7,950

- 1. Includes approved/undeveloped 7,384 square feet, 5,000 square feet of restaurant, and 110,616 square feet for the Shops at Grandezza, and the proposed addition of 87,000 square feet.
- 2. May include up to 50,000 square feet of medical office.

At build out, the uses on the parcel were projected to be as follows:

	ACREAGE		
CONCEPTUAL LAND USE BREAKDOWN			
C.P.D. (Outlet Mall including 135 hotel rooms)	± 75.0 acres		
Pro Shop/Club House	± 7.4 acres		
General Commercial Areas	± 28.8 acres		
Hotel Site (future) (200 rooms)	± 6.5 acres		
Sports Complex	± 26.6 acres		
Multi-Family Residential Areas	± 187.9 acres		
Single-Family Residential Areas	± 101.1 acres		
Single/Multi-Family Residential Area	± 2.1 acres	±	±
Sales Center	± 1.9 acres	±	±
Maintenance Area	± 2.0 acres	±	±
Office Area	± 5.7 acres		
Lakes (proposed)	± 101.1 acres		
(existing)	± 17.3 acres		
Upland Preservation Areas	± 2.8 acres		

	ACREAGE		
Wetland Enhancement/Preservation Areas	± 31.6 acres		
Internal Right-of-ways	±		
Ben Hill Griffin Parkway R.O.W.	± 17.4 acres		
Internal Road R.O.W.	± 28.8 acres		
Internal Easements/R.O.W. Reservations	±		
Corkscrew Road R.O.W.	± 4.7 acres		
Future Easement	± 2.8 acres		
Golf Course/Open Space	± 143.0 acres		
SUBTOTAL	± 794.5 acres		
			, , , , , , , , , , , , , , , , , , ,
HUMPHREY PARCEL			
Single/Multi-Family Residential	± 53.8 acres	±	±
Open Space/Green Areas	± 7.3 acres	<u>±</u>	±
Lakes (Proposed)	± 14.1 acres	±	±
Wetland Conservation Areas	± 21.3 acres	±	±
F.P. & L. Easement	± 11.3 acres	±	±
Internal R.O.W.	± 9.6 acres	±	±
Club House	± 0.9 acres	±	±
Future Easement R.O.W. Reservations		±	±
Corkscrew Road - South	± 5.5 acres	±	±
50' D.E North	± 2.9 acres		
SUBTOTAL	± 126.7 acres		
TOTAL PROJECT ACREAGE	± 921.2 acres		

DRI	
<u> </u>	
FYHIRIT R	
EXITIENT	
BIENNIAL MONITORING REPORT REQUIREME	ENTS

The Biennial Monitoring Report that must be submitted by the Developer in accordance with Subsections 380.06(15) and 380.06(18), Florida Statutes, and 9J-2.025(7), Florida Administrative Code, must include the following:

- A. Any changes in the plan of development or in the representations contained in the application for development approval, or in the phasing for the reporting year and for the next year;
- B. A summary comparison of development activity proposed and actually conducted for the reporting period;
- C. Identification of undeveloped tracts of land, other than individual single family lots, that have been sold to separate entities or developers.
- D. Identification and intended use of lands purchased, leased, or optioned by the developer adjacent to the original DRI site since the development order was issued;
- E. A specific assessment of the developer's and the local government's compliance with each individual condition of approval contained in the DRI Development Order and the commitments which are contained in the application for development approval and which have been identified by the local government, the RPC, or the DCA as being significant;
- F. Any requests for substantial deviation determination that were filed in the reporting year and to be filed during the following reporting period;
- G. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;
- H. A list of significant local, state, and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each;
- I. A statement that all persons have been sent copies of the biennial report in conformance with Subsections 380.06(15) and (18), Florida Statutes;
- A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Paragraph 380.06(15)(f), Florida Statutes.
- Provide written commentary in the Biennial Report describing any and all trends
 associated with development activities found in the reporting period, including actions to
 be implemented which address negative impacts identified.

NOTE: The Florida-Administrative Code specifically requires that the development order specify the requirements for the biennial report. The Administrative Code requires that the biennial report-will be submitted to DCA, the RPC, and the local government on Form RPM BSP-Annual Report-1.

DEPARTMENT OF THE ARMY PERMIT

Permittee: Timberland, Ltd. and Tiburon, Ltd.

Permit Number: 199302371

U.S. Army Engineer District, Jackson Tole Issuing Office:

NOTE: The term "you" and its derivatives, as used in this & permit, means the permittee or any future transferee. The term "this office" refers to the eppropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Place fill and excavate in 145,8 acres of Project Description: roads, elevated pads for buildings, and wetlands to construct roads, elevated pads for buildings, and stormwater treatment lakes for a mixed-use development.

The work described above is shown on the attached plans numbered \$9302371 in 33 pages dated Key 17/21996

Project Location: Estero River watershed northeast of the Intersection of Interstate 75 and Corkscrew Road in Sections 25 and 26, Township 46 South, Renge 25 Bast, Lee County, Florida.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on KM 202006 If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this armit from this office, which may require restoration of the rea

- If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places:
- If you sell the property associated with this permit, you must obtain the signature and mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
 - 5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
- 6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions

The permittee will have legally sufficient conservation easements prepared to ensure that the conservation areas will remain in their natural state in perpetuity. The conservation areas are defined as those areas labeled as "Upland Preservation" and "Wetland Preservation" on page 2 of the enclosed drawings and the lake and littoral zone creation. The conservation areas will not be disturbed by any dredging; filling, land clearing, agricultural activities, planting, or any other construction work whatsoever (except specifically required by other special conditions of this permit). The permittee agrees that the only future utilization of the conservation areas in question will be as a purely natural area. The permittee will have legally sufficient conservation

- This condition does not forbid the submission of future applications to construct boardwalks and/or nature trails.
- b. The permittee will prepare the proposed conservation easements, including a description, to include scaled drawings, of the area in question and submit the same to the Jacksonville District Office of Counsel, are of the Regulatory Division, for legal review and approval. The conservation easement for any single conservation area shall be submitted not later than the date of approval of the first local Development Order whose boundary adjoins that of the conservation area in question.

b. No later than 30 days after approval by this office) the permittee will record the essement in the public records of Lee County, Florida and a certified copy of the recorded document, plat, and verification of acceptance from the grantee will be proposed to this office.

The permittee shall enter into a binding agreement with Lees County where the permittee supports the acquisition and the management of lands in Lee County through payment of an interpretation of lands in Lee County through payment of an interpretation of lands in Lee County through payment of an interpretation of the recitals found in the draft agreement found on pages of the recitals found in the draft agreement found on pages of through is, inclusive, of the enclosed drawings. The draft of through is, inclusive, of the enclosed draft agreement must be approved by this agreement, are hereby incorporated into this permit. Any changes from the enclosed draft agreement must be approved by this office. This office interest in the terms of the agreement are that the agreement commits the parties to the acquisition of a lands at locations, of quantity, and with and with management (including restoration) that will provide compensation for the impacts of the permitted impacts through improvement of the wildlife habitat and other wetland functions in the region.

a. The Environmental Assessment will be a per-acre fee based on the 705.4 "net" acres within the project's property boundaries. The "net" acreace is calculated by subtracting excluded" lands from the gross area of the property. The gross irea of the property is approximately 794.2 acres. "Excluded" lands are: the welland and voland preserves; right of ways for Treeline, Corkscrew and Koreshan roads; and the borrow pit; for a total of approximately 88.8 acres. The Environmental Assessment will be a condition of any Lee County local Development Order issued under Chapter 10 of the Lee County Development Code for any portion of the property. The fee will be assessed at the rate of \$1,700 per "net" acre within the boundaries of each local Development Order. The \$1,700 per "net" acre rate shall be used for all the local Development Orders, except for the last one within the property boundaries. For the last local Development order, the fee shall be whatever the amount is needed to result in a total cumulative payment of \$1,200,000.

b. The binding agreement, with any modifications approved by this office, if any, must be signed by both parties and a copy provided to this office prior to the start of any physical construction within the property boundaries of the entire project (including both "excluded" and "net" land areas).

- c. The Environmental Assessment shall be paid before any physical construction occurs on the for which the local Development Order has been approved.
- d. The permittee shall submit a Progress Report at the time each local Development Order approval describing the status of the binding agreement.
- (i) However, if there is no local Development Order issued within a year, then the permittee shall submit a Status Report describing either "no change" or listing the changes from the last progress Report, in particular, changes in the status of the expenditure of fees already paid. The first Status Report shall be submitted on May 17, 1997, if there have been no Progress Reports submitted by then.
- (2) The Progress Report shall include: a description of each local Development Order(s) approved to date and the calculation of the inet acreage for each, the status of the payment of fee for each Development Order and the cumulative total; the status of physical construction for each Development Order; a description of the location and brief statement of general vegetative and other environmental features of the lands that have been acquired to date by bee County using the proceeds from the fee payment(s); a description of the status of the preparation and submission of the offsaite restoration and management plan(s); a description of the cumulative total of fees received, how they were spent, and actions underway to spend the balance.
- (3) progress Reports or Status Reports shall be submitted until the entire amount of the Environmental Assessment has been spent. "Spent" can include any small portion of the fee that is, as necessary and as acceptable to this office, placed in a trust to provide for maintenance and management of acquired lands.
- 3. The permittee shall implement the creation, restoration, and enhancement of the on site wetland and upland preserves as described by the "Impact Mitigation Plan" prepared by Southern Biomes PIS, found at pages 20 through 33, inclusive, of the enclosed drawings, and is hereby incorporated as special conditions of this permit.
- a The work includes: the restoration of 30.3 acres of wetlands through exotic removal, replanting, and hydroperiod improvements; creation of 1.0 acre of wetlands; and the enhancement of an upland area and buffers to the wetland preserves.

- b. The restoration work at a each individual wetland preserve shall be completed not later than one year after the start of physical construction within the area of the first of Development Order whose bouncaries adjoin that of the preserve.
- c. The permittee shall submit an annual monitoring report as described by paragraphs 9 on pages 28 to 31, inclusive, of the enclosed drawings. In addition, the annual report shall provide a description of the status of each companient of the overall plan, including date construction activity started on addition bevelopment Order lands and cates of restoration activities.
- d. The restoration plan of on-site preserves shall be considered successful when: (1) the construction actions (removal of exotics, replanting, and hydrology improvements) are completed; and (2) the criteria in paragraphs 10 on pages 28 to 31, inclusive, of the enclosed drawings are achieved. If the plan is not successful, the permittee shall submit a plan for approval by this office and perform corrective or other actions necessary (such as regrading or replanting) to reach success.
- 4. The permittee shall cooperate with Lee County in the establishment of speed zones, the conduct of a traffic pattern/compliance study, and installation and maintenance of wildlife crossing signs to reduce the potential for wildlife collision hazards, particularly for the Florida panther.

The permittee shall take the following precautions for the protection of the Eastern ineigo snake.

- a. The permittee shall submit a plan to this office and the U.S. Fish and wildlife Service for review and approval showing how the impact to this species will be minimized through education of construction employees. The plan shall be submitted not later than 90 days prior to the start of any land clearing or construction activities (unless a different period of time is approved by the FWS and this office). The permittee shall post and distribute educational information to the employees. The exhibit and brochure should include photographs of the Eastern indigo snake, information on the life history, legal protection of the species in Florida, how to avoid impact to the species, and agency telephone humbers.
- b. Installation of warning signage along Treeline Boulevard and internal roads similar to deer crossing signs and should convey a message to avoid hitting or killing snakes found on roadways. The signs will be posted until buildout and thereafter maintained where the road is in the vicinity of preserve or buffer areas.

- c. Develop a relocation plan for any Eastern indigo snakes that may be encountered. The plan shall be submitted to the U.S. Fish and Wildlife Service for approval not later than 60 days prior to the start of any land clearing or construction activities (unless a different period of time is approved by the procedures for emergency relocation plan will address emergency not detected during construction.
- d. If assistance is required in removing a snake out of the construction area, the permittee shall grant permission for either a State or Federal biologist to come on site and capture the Eastern indigo snake. Arrangements to facilitate this should construction (unless a different period of time is approved by the FWS and this office). The permittee may use a local wildlife indigo snakes, provided the name or names are provided in advance relocation plan or an addendum.
- é. Report locations of any sightings of live Eastern indigo snakes or any incidences involving this snake to the U.S. Fish and Wildlife Service South Floride Ecosystem Office in Vero Beach
- f. Employ a qualified wildlife biologist during land clearing activities, inspecting habitats for the presence of Eastern indigo snakes prior to clearing and monitoring for fleeling snakes during clearing operations.
- g. If any Eastern indigo snake is encountered, all activities in the immediate area should cease and the snake be

Further Information:

- 1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
- U.S.C. 403).
 - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

- 2 Limits of this authorization.
- g. This permit does not obviate the need to obtain office
- b. This permit does not grant any property rights or SE exclusive privileges.
- or rights of others.
- d. This permit does not suthorize interference with any existing or proposed Federal projects.
- 3. Dimits of Federal Liability. In issuing this permit, the rederal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf. of the United States in the public interest:
- C. Damages to persons, property, or to other permitted or unbermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction designencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
- A: Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
- S. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to; the following:
- a. You fail to comply with the terms and conditions of this permit.

- b. The information provided by you in support of your permit application proves to have been false; incomplete, or inaccurate (see 4 above).
- g significant new information surfaces which this office did not consider in reaching the original public interest decision.

such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6 Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a recyalization of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

AGREEMENT

This Agreement is entered into between the Board of County Commissioners of Lee County, Florida hereinafter "Lee County", and Timberland, itd., a Florida Limited Partnership and Tiburon, Limited, a Florida Limited Partnership hereinafter "MAT".

WITNESSETH

whereas, Lee County is a local government within Shose jurisdiction the subject property is located, and whose responsibility is to regulate the development of land within iffi-jurisdiction; and

WHEREAS, TET is the owner of certain real property located fine Lee County, Florida, which is more particularly described the Exhibit "A" attached to this Agreement and incorporated herein by reference (the "Site"); and

WHEREAS, TET is required to obtain a U.S. Army Corps of Engineers (ACOE) Permit for the jurisdictional wetlands on site; and

whereas, all of the jurisdictional wetland areas are heavily invaded by Nelaleuca and other exotic vegetation; and

WHEREAS, this infestation by exotic vegetation generally reduces Wildlife habitat values of this property; and

whereas, the Ter property is located outside of the designated panther habitat on the Habitat Preservation Plan prepared for the Florida Panther Interagency Committee; and

WHEREAS, the ACOE supports a policy of creating large regional environmental preserves that have the maximum wildlife and wetland benefits; and

whereas, the acquisition, preservation and management of offsite ecosystems would achieve certain ecological benefits that is not possible through restoration and preservation of the jurisdictional wetlands in their entirety on the site; and

WHEREAS, ACOE has agreed to issue the Department of the Army Permit, being Permit Number 199302371, upon the execution of this Agreement by Lee County and TET.

NOW THEREFORE, in consideration of the mutual covenants and romises contained herein and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acree as follows:

- necitals. All recitals contained above are incorporated herein and are essential elements hereof.
- 2. The site plan, which has been submitted to the ACOE for permit approval under Section 404 of the Clean Water Act, includes for restoration and preservation the approximately 34 acres of uplands and wetlands that are identified in Exhibit "B" as attached to the Agreement.
- The net acreage of the site which is to be developed, exclusive of road rights of way and environmental preserves, is identified on Exhibit "C", Table of Acreages and totals 705.4 acres.
- In compensation for the impacts to the ACOB Surisdictional wetlands that are not being preserved on site, and to provide funds for off-site preservation and management of cildlife habitat, the developer agrees to pay to Lee County an "Environmental Assessment" equal to \$1,700.00 for each agree of land within the 705.4 "net" agrees identified on Exhibit "C" as it receives a County development order.
- Assessment fee as provided in paragraph 4 above, along with the one-site restoration and preservation of lands as provided in paragraph 2 above, will be a full, fair, and equitable compensation for the impacts to the ACOE jurisdictional wetlands and associated wildlife habitats that are not being preserved, or restored on site, and as such will constitute fulfillment of developers mitigation requirements for the entire T&T project pursuant to the ACOE permit. The total value of this Environmental Assessment so calculated will be \$1,200,000.00
- Assessment to acquire lands within the area identified on the map attached as Exhibit "D". The lands so acquired shall be managed by the County in an environmentally responsible manner and in accordance with procedures adopted by the County. The County shall be responsible for determining which specific lands to acquire and the method for such acquisition and management. These actions shall be coordinated with South Florida Water Management District and Lee County programs so that the total area acquired under all such efforts is managed to preserve and enhance their wildlife habitat and other environmental values. Lee County will exert its best effort to spend each fee payment within one year of receipt, either alone or in combination with other land acquisition program funds. Acquired areas will remain in their natural state in perpetuity, either through a legally sufficient conservation easement or other mechanism approved by the ACDE. The acquired areas will not be disturbed by any dredging, filling, landeres.

clearing, agricultural activities, planting, or any other construction work whatsoever, except as necessary for any necessary restoration or management practices. A small portion of this fee may, as necessary, and with the approval of ACOB be placed in a trust to provide for continued maintenance and management of acquired lands. Within three months of land acquisition, a plan shall be submitted by Lee County or the ultimate manager of the property for restoration and management for approval by the ACOE.

- 7. A condition of the ACOE permit requires a status report regarding the land acquisition program to be given to ACOE annually. Lee County will provide, annually, to the Permittee the following information which will be forwarded by the Permittee to ACOE together with supplementary information as per ACOE condition:
- i) Lee county will provide a description of the location and a brief statement of general vegetative and other environmental features of the lands that have been acquired to date by Lee County using the proceeds from the environmental assessment payment(s)
- ii) Lee County will provide a description of the cumulative total of environmental assessment payment(s) received, how they were spent, and actions underway to spend the balance.
- 8. The Environmental Assessment will be a condition of any lee County development order approval for developer, and the actual assessment shall be paid before any physical construction occurs on that part of the project for which the development order has been approved. The fee will be assessed on each approved Lee County development order at the rate of \$1,700.00 per acre, for those acres which are shown on Exhibit "C".
- 9. The Development contemplated by this Agreement is described in the DRI Development Order #7-8384-46 and is consistent with the Lee County Comprehensive Plan.
- 10. This Agreement constitutes the entire agreement of the parties. This Agreement may be modified or amended only by a separate writing entered into between the parties hereto.
- 11. The date of this Agreement is the date the last party signs and acknowledges this Agreement.
- IN WITNESS WHEREOF, the parties, by and through their respective duly authorized undersigned representatives, have executed this Agreement on the date and year below written.

BOARD. OF COUNTY COMPTSSIONERS
FOR LEE COUNTY FLOTION

Date: 6/19/96

By:

Chairman of Vice Chairman

Pouglas St. Cerny

Printed Name

Chairman

Title

(OFFICIAL SEAL)

Approved As

To form.

Sy County Attarney

Lerkrof, County

		19 109/
		Date: June 19, 1996
		GULF COAST REALTY MANAGEMENT CORPS.
		a Florida corporation,
		General Partner of TIMBERLAND, LTDZ,
	WITNESSES://	a Florida Limited Partnership.
4	ATT (22)	Av. 255 2 55-
	Agy Witness	By: Fereydoon Rabii
當四. 7	THE THE	Vice President
	Printed Name	
31	Muchello Udams!	
	2nd Witness	
	Anduc	الأستران المنافق
- 1	MICHELE ADAMS Printed Name	Date: June 19, 1996
	Printed Name	
		GULF COAST REALTY HANAGEHENT CORP.
		a Florida corporation / General
	WITNESSEST (Partner of TIBURON ATMITTED, a Florida Limited Packbership
	1	a Efortog Timered Editable Fairth
		By:
	12t Xitness	Fereydoon Rabii
	James T. Humphrey	Vice President /
	Printed Name	
	Michel adams	
	2nd Witness	
	WALLE ADAMS	
	MicHELE ADAMS Printed Name	
	FITTIEGE AND	
ing. Canada a	STATE OF FLORIDA	
	COUNTY OF LEE	att
	as electronent	was acknowledged before me this 1922
	The Totegoring Time 1996	by Fereydoon Rabii, Vice President of ent Corp., a General Partner of
rija karana	Gulf Coast/ Realty Managem	ent Corp., a General Partner of
	mimberland, Itd., a Florid	a Limited Partnership and Tiburon
	Limited, a Florida Limited Pa	a Limited Partnership and Tiburon rtnership. He is personally known to
	me	인하는 약속살림에 있는 그들은 그리는 모든 것이다.
	A CONTRACT SANCTON	
	My Commission Expires:	Michell adams
	NICHELIADA DA	Notary Public
	HOTARY PUBLIC STATE OF FLORIDA COMO COSCON NO. COSSUME	MICHELE ADAMS
	the cost incomplete full y 18 1988	Printed Name

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PROPERTY DESCRIPTION.

THUT PORTION OF SECTIONS 25 26 AMP 25, TOWNSHIP 16 SOUTH, RANGE 25 EA THAT PORTION OF SECTION 25 20 AND 25, TOWNSHIP 16 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA, LOCATED NORTHERLY OF THE NORTHERLY RIGHT-OF WAY LINE OF CORKSCREW ROAD AND EASTERLY OF 1-15 (STATE ROAD NO. 21) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

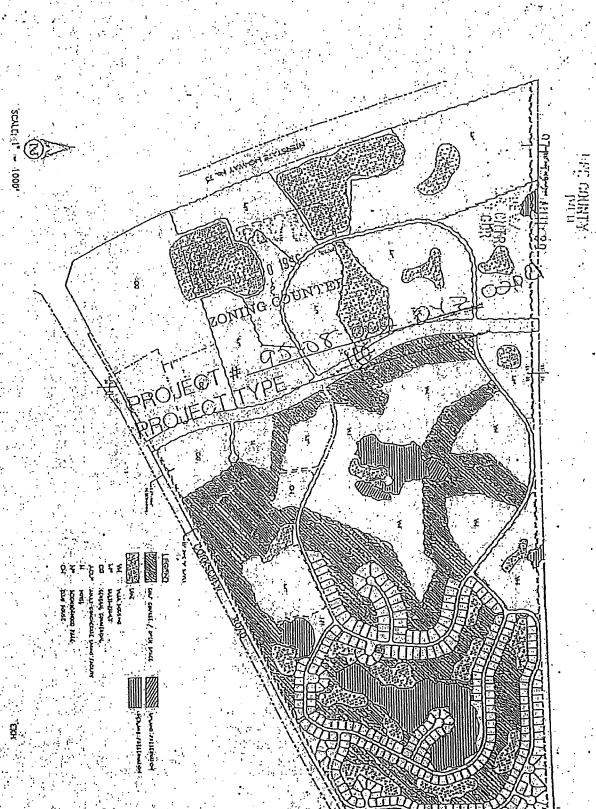
LINE OF CORRSCREW ROAD AND EASTERLY OF 175 (STATE BOAD NO. 23) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINAT HE KORTHEAST CORNER OF SECTION 25, TOWNSHIP 46 SOUTH, BANGE 25 OF THE NORTHEAST 1/10 FS AND SECTION 25, FOR A DISTANCE OF SEXIOR FOR THE NORTH 1/10 FS AND SECTION 25, FOR A DISTANCE OF SEXIOR FOR THE NORTH 1/10 FS AND SECTION 25, FOR A DISTANCE ON SEXIOR FOR THE NORTH 1/10 FS AND SECTION 25, FOR A DISTANCE ON THE NORTH 1/10 FS AND SECTION 25, FOR A DISTANCE OF THE NORTH 1/10 FS AND SECTION 25, FOR A DISTANCE OF THE NORTH 1/10 FS AND SECTION 25, FOR A DISTANCE OF N. '89' A' '39' W. A LONG THE NORTH 1/10 FS AND SECTION 25, FOR A DISTANCE OF N. '89' A' '39' W. A LONG THE NORTH 1/10 FS AND SECTION 25, THENCE FIUN TOWNSHIP AS SOUTH, BANGE 25 EAST, LECCOUNTY, FLONDIO, FOR A DISTANCE OF N. '89' A' '39' W. A LONG THE NORTH 1/10 CORNER, CF. SAND SECTION 25, THENCE FIUN TOWNSHIP AS SOUTH, BANGE 25 EAST, LECCOUNTY, FLONDIO, FOR A DISTANCE OF N. '89' A' '39' W. A LONG THE NORTH 1/10 FOR THE NORTH YEAR 1/10 FS AND SECTION 25, THENCE FIUN 25, FOR A DISTANCE OF SEXEM FEET TO A POINT ON THE EASTERLY RIGHT OF SAND SECTION 26, THE NORTH 1/10 FOR THE NORTH YEAR 1/10 FS AND SECTION 25, THENCE RUN 25, FOR A DISTANCE OF SEXEM FEET TO A POINT ON THE EASTERLY RIGHT OF SAND SECTION 25, THENCE RUN 25, FOR A DISTANCE OF SEXEM FEET TO A POINT ON THE EASTERLY RIGHT OF SAND SECTION 25, THENCE RUN SECTION 25, THENCE RUN SECTION 25, AND RIGHT OF WAY LINE, FOR A DISTANCE OF SEXEMATE TO THE SEXEMAN SECTION 25, AND RIGHT OF WAY LINE, FOR A DISTANCE OF SEXEMAN SECTION 25, AND RIGHT OF WAY LINE, FOR A DISTANCE OF SEXEMAN SECTION 25, AND RIGHT OF WAY LINE, FOR A DISTANCE OF SEXEMAN SECTION 25, AND RIGHT OF WAY LINE, FOR A DISTANCE OF SEXEMAN SECTION 25, AND RIGHT OF WAY LINE, FOR A DISTANCE OF SEXEMAN SECTION 25, AND RIGHT OF WAY LINE, FOR A DISTANCE OF SEXEMAN SECTION 25, AND RIGHT OF WAY LINE, FOR A DISTANCE OF SEXEMAN SECTION 25, AND RIGHT OF WAY LINE, FOR A DISTANCE OF SEXEMAN SECTION 25, THENCE RUN RIGHT OF WAY LINE, FOR A DIST

BEARINGS SHOWN HEREON, REFER TO THOSE AS SHOWN ON THE FLORIDADEPARTMENT OF TRANSPORTATION RIGHT-OF WAY MAPFOR STATE ROAD NO. 93 (1-75), LEE COUNTY, SECTION 12015-202, SHEET 7.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR

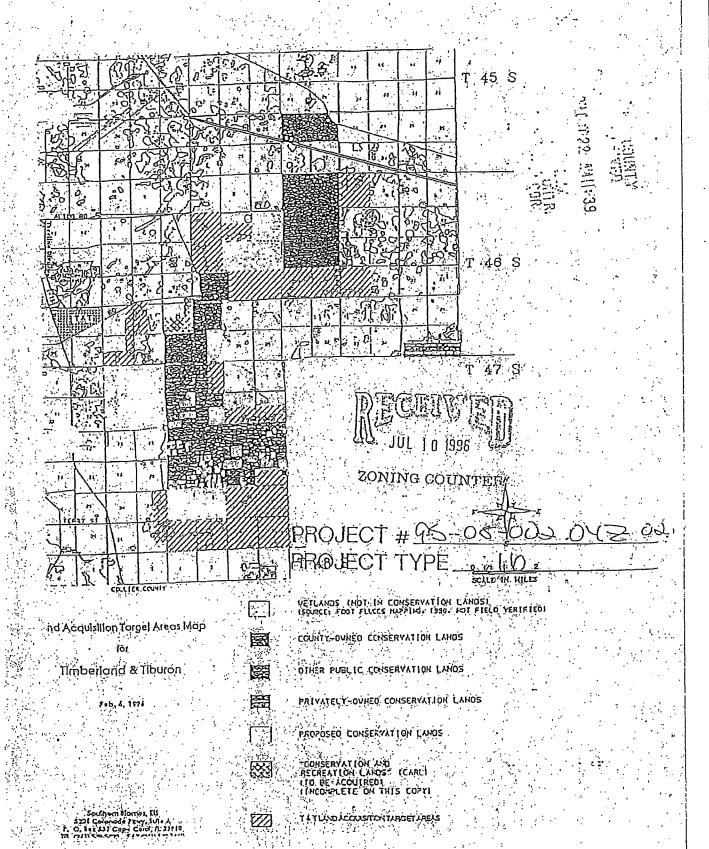
PROPERTY AREA: 791-22 ACRES, HORE OR LESS,

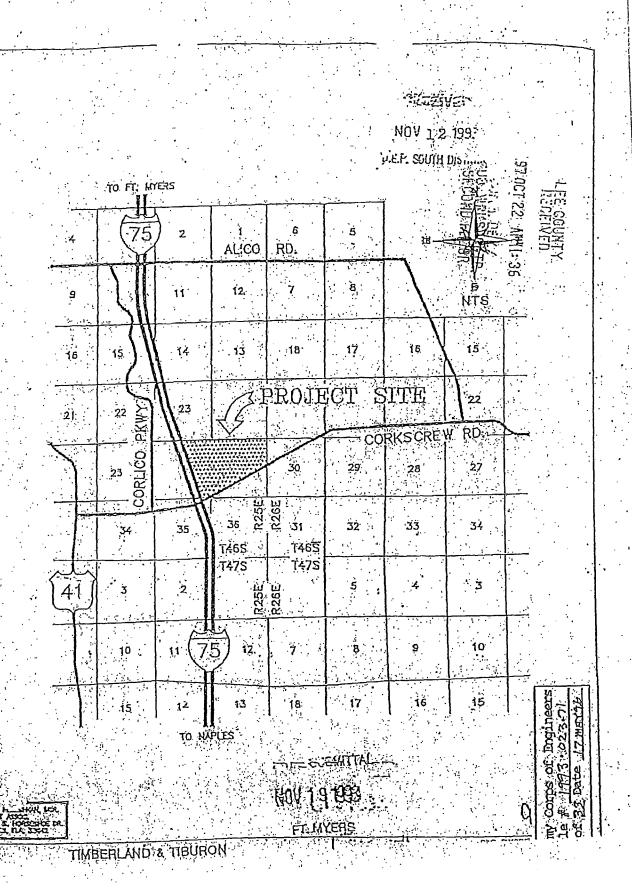


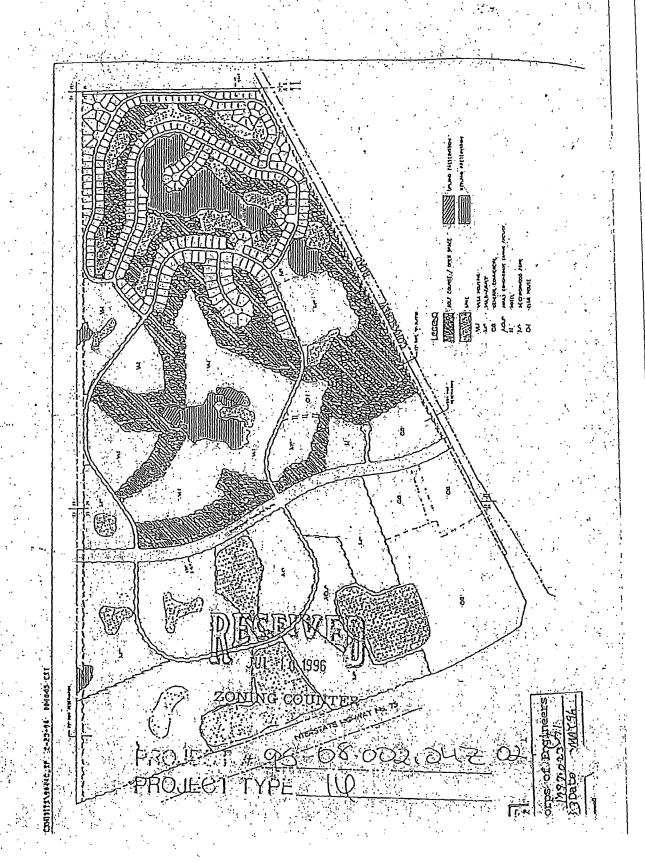
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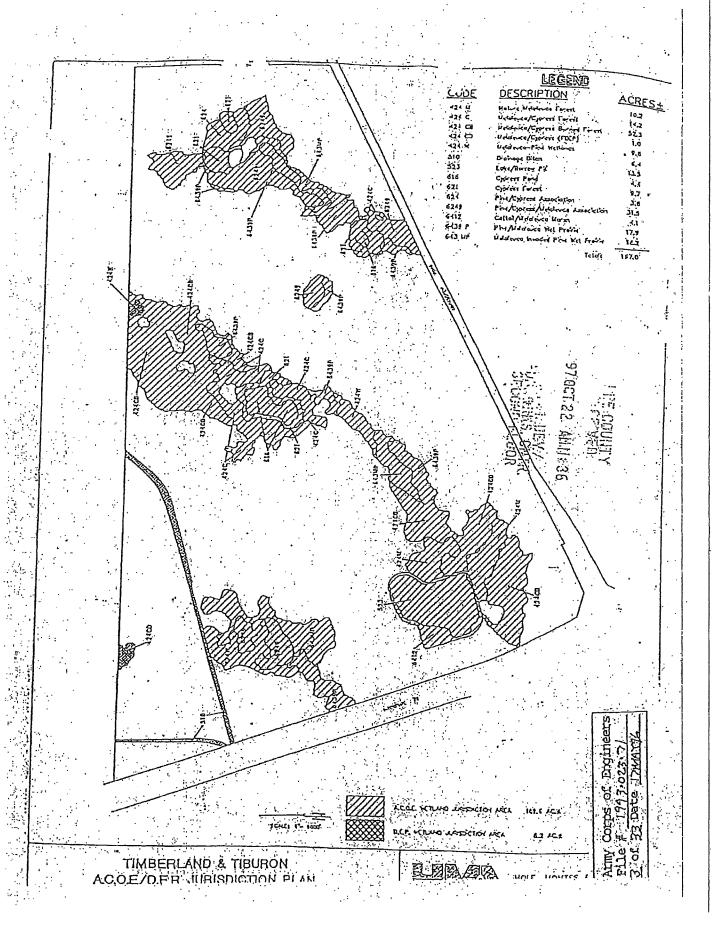
TIMBERLAND & TIBURON ENVIRONMENTAL ASSESSMENT AREA

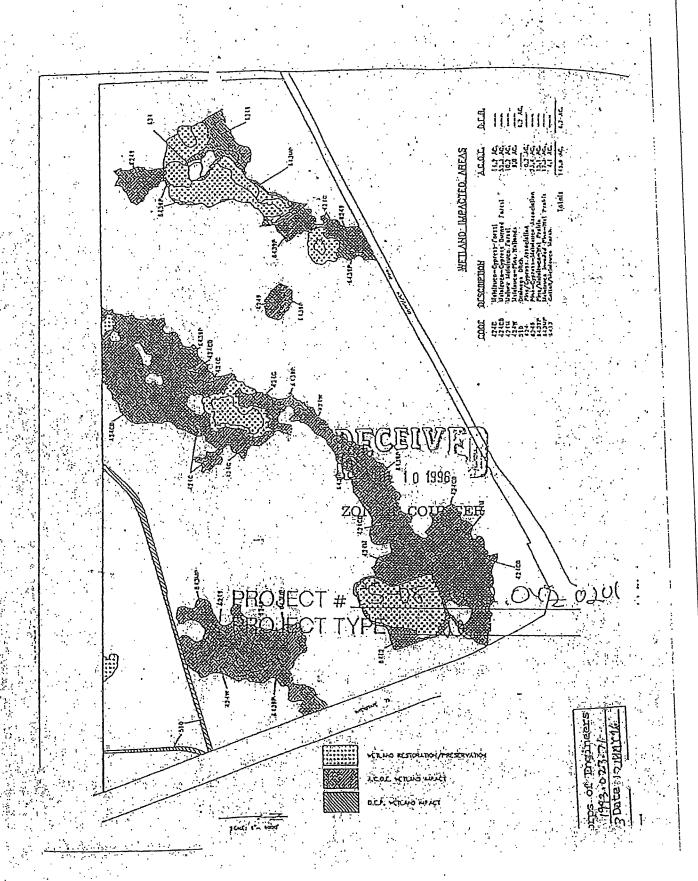
Total Property Area		
		794.2 Ac.
Excluded Areas		
Welland/Upland Pres	erves .	
R.O.W. (Treeline/Con	kscrew/Koreshan)	33,6 Ac. ±
Borrow Pil		41.7 Ac. ± 13.5 Ac. ±
	Şub-Total	10.0 AC. F
		88.8 Ac. <u>+</u>
Total Assessment Area		

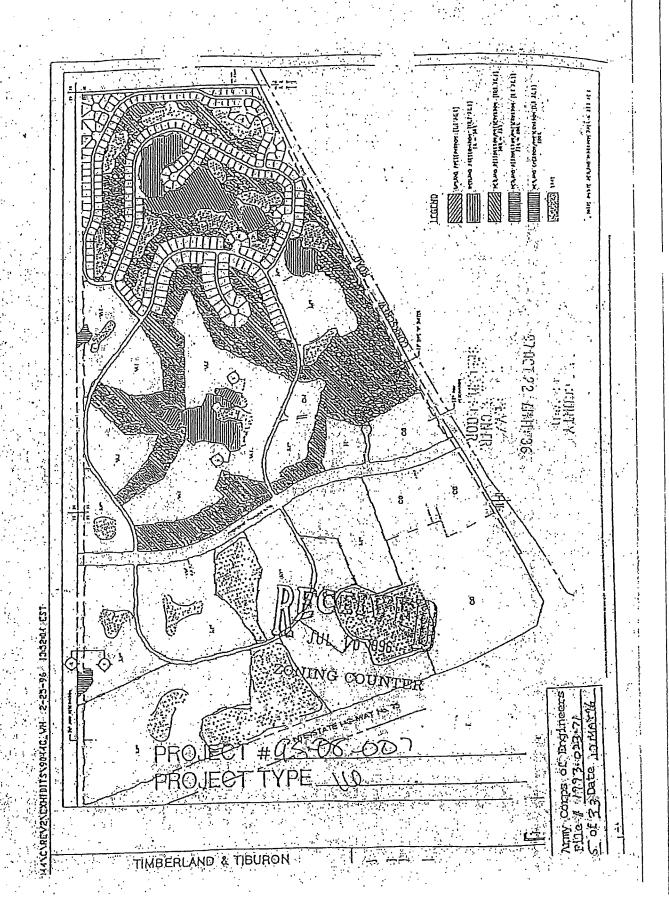


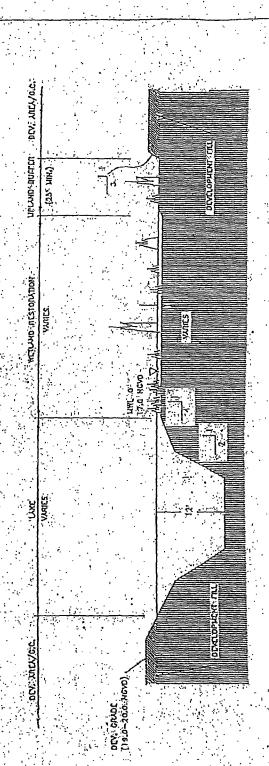




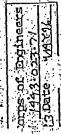


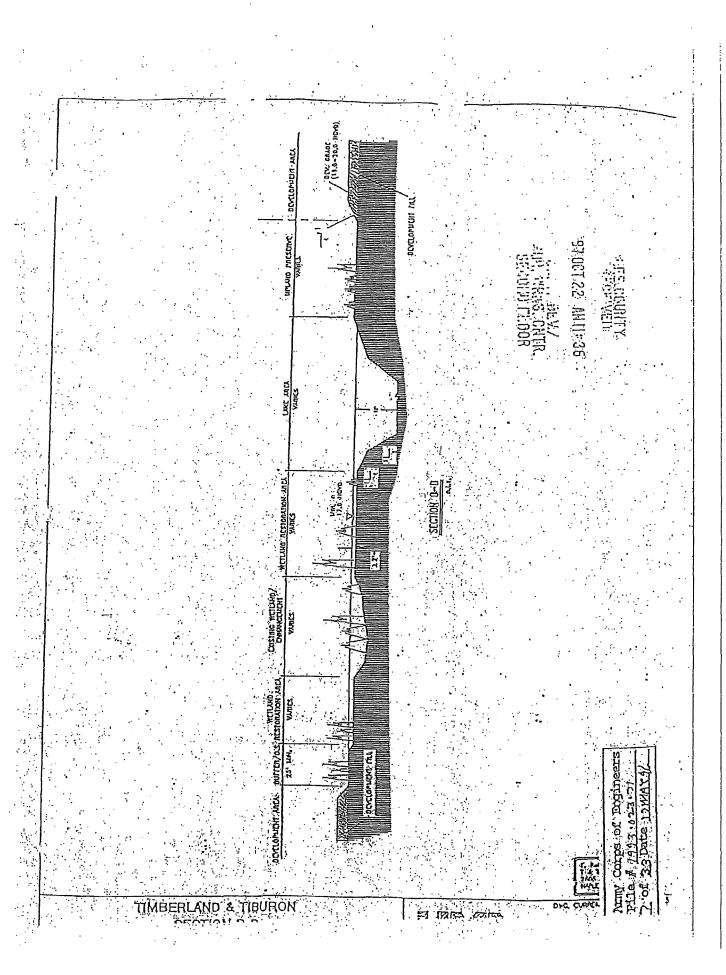












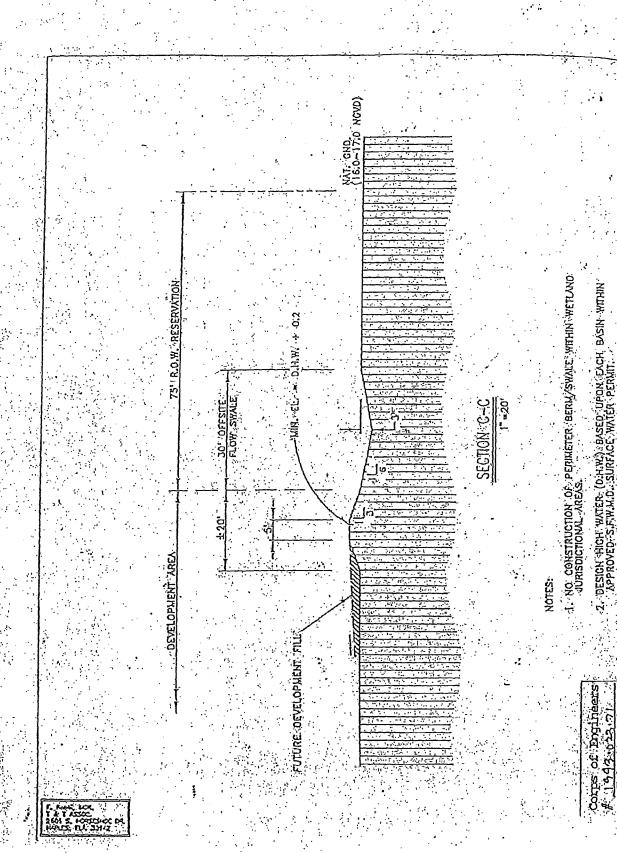


EXHIBIT E

LICREBUEHIT

- 1. Timberland and Tipuron will conace, free of charge, one mutually acceptable 30 acre site with the fee simple title to the School Board of Lee County. Florida.
- z. All roads, utilities to include vater, sewer, and electricity vill be furnished free of charge to the property line of the site being denated.
- Should Timberland and Tiburon choose to pay dash.

 in lieu of property, the value of the property shall

 be the appraised value at the rime of the transfer.

 The appraised shall be made by a certified property
 appraises naturally agreeable to both the developer.

 and the School Board. Should payments be appraised

 over a period of time, cach installment shall be

 based on an updated appraisal at the time of each
 installment. The value of at least 15 acres shall

 be paid prior to March 1, 1967 with the balance being

 paid within dight (8) years from the date of the

 Davelopment Order improving the development of
 - Timberland and Tiburon about choose to pay class in lieu of property. It shall satisfy the School Board in Timberland and Tiburon builds or causes to be built an extension of Entero. Springs Drive (Fillians Road) Exact from U.S. 41 to the East property line to consect with River Pauch Road, to include and traffic lights to Lee Countr specializations, excluding the cost of construction of the ridical crossing and the required signalization. Thebriland and Tiburon agrees to cooperate with the property owner regarding the construction of the road and further agrees to pay all capturering cost and focal find the late of the said focal foc

of Coralico Parkvar from Corkscrew Road South to the secretor line and West to River Ranch Road connecting to the proposed road on the attached drawing.

This road shall. be constructed at no cost to the School Board of Lee County, Florida and shall be completed prior to March 1, 1987. Should Timberland and Tiburca choose this option, the appraised value of their property as of October 1, 1985 shall be used to determine the value of each in lieu of property.

- S. Should The School Board of Lee Courty, Florida, institute a school impact fee which provides for the acquisition of school sites with impact fees, libertand and Tiburon will be given credit for their dosarios.
- 6. The conditions in this agreement are subject to Timberland and Tiburon receiving approval of its Development Order from Lee County.

THE SCHOOL BOASD OF LEE COUNTY FLORIDA FAYAL C. Page, Chalfreno

Dated: 200 day of Humir, 1965.

THY SCHOOL BOXED OF LEE COUNTY, FLORIDA

DE / Janes E. Melyle, Superioredeer

Decedio C day of Heeying 1985

TIMBERLAND AND TIBURON
FOREYGOOD RADII, Magazing Parecel
Dated 24 day of 11 1385



DRI 2001-00009

950 Encore Way · Naples, Florida 34110 · Phone: 941,251,2000 · Fex: 941,254,2099

HM PROJECT #1997088X 10/10/1 REF. DWG. #A-1372

PROPERTY DESCRIPTION

FERMIT' COUT! ST.

THAT PORTION OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, LOCATED NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N. 89° 21'58'E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, FOR A DISTANCE OF 2607.74 FEET TO THE NORTH CUARTER CORNER OF SAID SECTION 30; THENCE CONTINUE N. 88° 21'58'E., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, FOR A DISTANCE OF 1891,85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY, LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.61' 47'02'W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR ASSECTION 30; THENCE RUN N.00' 48'28'W., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE RUN N.00' 48'28'W., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30; FOR A DISTANCE OF 2398,97 FEET TO THE POINT OF BEGINNING; CONTAINING 126.664 ACRES, MORE OR LESS,

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OF RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA AS BEING N.89*21*58*E.

HOLE MONTES INC. CERTIFICATE OF AUTHORIZATION LB #1772

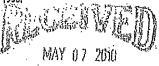
P.L.S. # 3741

THOMAS J. GARRIS STATE OF FLORIDA

Applicant's Legal Checked



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COMMUNITY DEVELOPMENT

A parcel of land located in Sections 25 and 26, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows: (University Highland Parcel less and excepting Parcel 103A and Parcel 106)

Commence at the Northeast corner of Section 26, Township 46 South, Range 25 East, Lee County, Florida;

Thence run North 89° 44'39" West, along the North line of the Northeast quarter of said Section 26 for a distance of 651.54 feet to a point on the Westerly right of way line of Ben Hill Griffin Parkway, a 150,00 foot right of way as the same is recorded in O.R. Book 2745, page 1550 through 1554 of the Public Records of Lee County, Florida."

Thence along said right of way South 00° 14'58" West 75.00 feet to the Point of Beginning:

Thence continue along said right of way South 00°14'58" West 885.54 feet;

Thence continue along said right of way 1,073.77 feet along the arc of a non-tangential circular curve concave east having a radius of 1,985.00 feet through a central angle of 30°59'37" and being subtended by a chord which bears South 15-1450" East 1,060.72 feet;

Thence continue along said right of way South 30°44'39" East 954.33 feet:

Thence continue along said right of way 768.64 feet along the arc of a circular curve concave west having a radius of 1,835.00 feet through a central angle of 24°00'00" and being subtended by a chord which bears South 18°44'39" East 763.04 feet:

Thence continue along said right of way South 06°44'39' East 109.71 feet;

Therica leaving said right of way South 70°33′22" West 2,206.62 feet;

Thence North 62°14'40" West 47.93 feet: Thence North 24°07'56" West 85.91 feet;

Thence North 24*07:56". West 85.91 feet;
Thence North 13°20'01" West 110.09 feet;
Thence North 20°09'25" West 97.07 feet;
Thence North 18°09'29" West 106,45 feet;
Thence North 10°45'16" West 65.81 feet;
Thence North 00°34'45" West 113,28 feet;
Thence North 31°30'22" East 4.37 feet;
Thence North 69°15'14" East 221.19 feet;

Thence 108,06 feet along the arc of a non-tangential circular curve concave northwest having a radius of 80.00 feet through a central angle of 77°23'31" and being subtended by a chord which

bears North 30°33'30" East 100.03 feet;

Thence North 16°01'19" East 116.07 feet; Thence North 41°14'47" East 75.68 feet

Thence North 58°07'13" East 50.38 feet;

Thènce North 58°27'44" East 124,90 feet; Thènce North 69°15'14" East 112,24 feet;

Thence North 70°28'40" East 30.06 feet;

Thence North 18°17'53" West 787.91 feet;

Thence South 71°42'07" West 1,109.14 feet to the easterly line of parcel 103A as recorded in instrument #2009000063112, public records of Lee County, Floirda.

800.649.4336 239.649.4040 F 239.643.5716

Corporate Office 3200 Balley Lane Sulte 200 Naples, Florida 34105

WilsonMiller.com

EXHIBIT G Page 2 of 3 DRJ2010-00001

Thence along said easterly line for the following five (5) described courses;

1) 82.88 feet along the arc of a non-tangential circular curve concave east having a radius of 35,918.50 feet through a central angle of 00°07′56″ and being subtended by a chord which bears North 16°38'50" West 82.88 feet;

2) 369,14 feet along the arc of a non-tangential circular curve concave west having a radius of 15,081.49 feet through a central angle of 01°24'09" and being subtended by a chord which bears North 16°52'41" West 369.13 feet;

3) South 70°32'57" West 8.23 feet;

4) 828.89 feet along the arc of a non-tangential circular curve concave west having a radius of 15,071.50 feet through a central angle of 03°09'04" and being subtended by a chord which bears North 19°09'21" West 828.79 feet;

5) 743,11 feet along the arc of a non-tangential circular curve concave east having a radius of 35,896,14 feet through a central angle of 01°11'10" and being subtended by a chord which bears North 20°05'33" West 743.09 feet to a point of the east right of way of Interstate I-75 (State Road 93).

Thence along said east right of way North 18°17'53" West 727.20 feet to a point on the south line of parcel 106 as recorded in instrument #2006000069199, public records of Lee County,

Thence along the southerly line of said parcel 106 for the following four (4) described courses; 1) 765.90 feet along the arc of a non-tangential circular curve concave north having a radius of 3,506,50 feet through a central angle of 12°30'53" and being subtended by a chord which bears North 83°37'38" East 764.38 feet;

2) North 77°22'12" East 321.73 feet: 3) 512:73 feet along the arc of a non-tangential circular curve concave south having a radius of 5,375.00 feet through a central angle of 05°27'56" and being subtended by a chord which bears

North 80°06'06" East 512.54 feet; 4) South 89°44'39" East 1,234.40 feet to the west right of way line of sald Ben Hill Griffin Parkway and the POINT OF BEGINNING.

Containing 208,41 acres, more or less.

Bearings are based on the North line of the Northeast 1/4 of Section 26, Township 46 South,

Range 25 East, Lee County, Florida, being North 89°44'39" West.

Certificate of authorization #LB-43;

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

Michael H. Marwell

COMMUNET DEVI

Date 04/06/2010

Michael H. Maxwell, Professional Surveyor and Mapper #LS4650

Ref: 2K-315A

Not valid unless embossed with the Professional's seal.

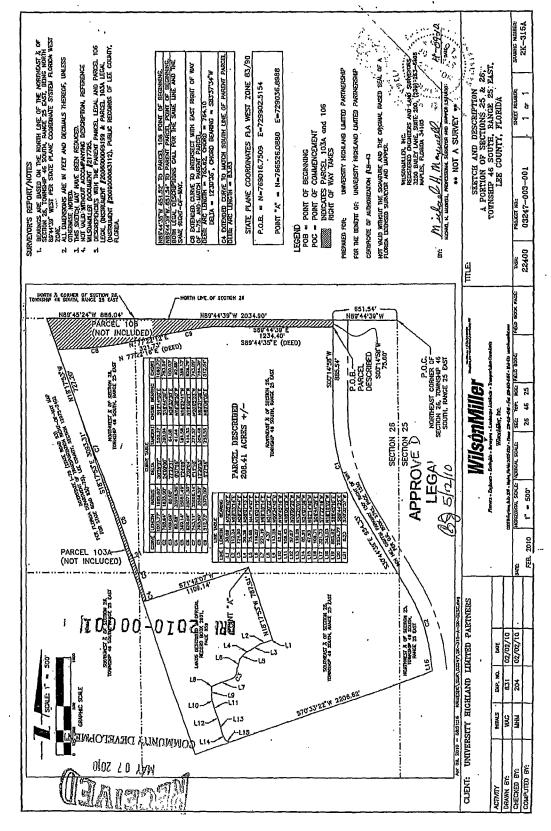


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