

1 **VILLAGE OF ESTERO, FLORIDA**

2
3 **RESOLUTION NO. 2017 - 01**

4
5 **A RESOLUTION OF THE VILLAGE COUNCIL OF THE**
6 **VILLAGE OF ESTERO, FLORIDA APPROVING THE**
7 **CITY MATTRESS AT COCONUT POINT PLAT; AND**
8 **PROVIDING AN EFFECTIVE DATE.**

9
10 **WHEREAS**, City Mattress of Florida, Inc. filed an application for a plat on a project
11 known as City Mattress at Coconut Point (PLT2016-E002); and

12
13 **WHEREAS**, the plat is for a 2 lot commercial subdivision; and

14
15 **WHEREAS**, the property has an approved development order (DOS2015-E001) and
16 the plat is required prior to conveyance of lots; and

17
18 **WHEREAS**, the Village of Estero Transitional Land Development Code (LDC)
19 delineates plat requirements; and

20
21 **WHEREAS**, the following findings of fact are offered:

- 22
23 1. The plat meets the technical requirements of Chapter 177, Part I, Florida
24 Statutes and the requirements of Administrative Code 13 - 19.
25 2. The plat has been reviewed by the Village Attorney and meets legal
26 requirements.
27

28 **NOW, THEREFORE**, be it resolved by the Village Council of the Village of Estero,
29 Florida that the plat is hereby approved.

30
31 **ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero, Florida this
32 18th day of January, 2017.

33
34 Attest: **VILLAGE OF ESTERO, FLORIDA**

35
36
37 By: _____
38 Kathy Hall, MMC Village Clerk

37 By: _____
38 Nicholas Batos, Mayor

39
40
41 Reviewed for legal sufficiency:

42
43
44 By: _____
45 Burt Saunders, Esq., Village Attorney



**VILLAGE OF ESTERO
PLAT REVIEW
STAFF REPORT**

PROJECT NAME: CITY MATTRESS AT COCONUT POINT
CASE TYPE: RE-PLAT OF PRELIMINARY PLAT

CASE NUMBER: PLT2016-E002

COUNCIL DATE: JANUARY 18, 2017

REQUEST

The applicant has requested Council approval for the re-plat of City Mattress at Coconut Point.

PROPERTY DESCRIPTION

The re-plat is for the southern portion of Lot 2A within the Coconut Point Area 2 development area. The re-plat includes lots 2A-1 (2.14 acres) and 2A-2 (1.23 acres). Lot 2A-2 is currently occupied by the City Mattress building and Lot 2A-1 is vacant. A copy of the map is provided in attachment A.

ZONING

The subject Coconut Point property (482.4 acres) was rezoned from Agriculture (AG-2) to Mixed Planned Development (MPD) through resolution Z-02-009 approved by Lee County on October 21, 2002.

FUTURE LAND USE DESIGNATION

Urban Community

SCHEDULE OF USES FOR SUBJECT PROPERTY

The schedule of uses for Tract 2A and 2B as approved by resolution Z-07-040 include retail uses, residential units, office buildings, restaurants, essential services and other uses as shown on Attachment B.

TAXES

Taxes must be paid prior to approval of the plat. The taxes were paid as verified by the Village attorney.

EASEMENTS

There are four easements present on the subject property and include a Landscape Buffer Easement (LBE), Florida Power and Light Easement (FP&LE), Drainage Easement (DE) and an Access Easement (AE). The access easement is required in order to obtain access to lots 2A-1 and 2A-2. A copy of the Access and Maintenance Agreement is provide in Attachment C.

STAFF ANALYSIS

Staff has reviewed the re-plat to confirm that it is consistent with the approved Development Order. Hole Montes engineering firm submitted the preliminary re-plat package for lots 2A-1 and 2A-2 to the Village of Estero on August 31, 2016. The Village reviewed the re-plat for planning, engineering, traffic and landscaping conformance with the Florida Statutes and the Village of Estero's Administrative Code 13-19. In addition, the Professional Surveyor Mapper (PSM) and the Village attorney reviewed the re-plat for consistency with the Florida Statutes and the Village of Estero's Administrative Code. The Village of Estero issued a response/comment letter to Hole Montes on September 20, 2016. Hole Montes re-submitted the preliminary re-plat with revisions to the Village of Estero on October 13, 2016. Both staff and the Village attorney deemed the re-plat to be complete on November 28, 2016.

The Village attorney and Staff confirm that the re-plat meets the requirements of Chapter 177, Part I, Florida Statutes, and the requirements of the Village of Estero's Administrative Code Section 13-19 for final re-plat.

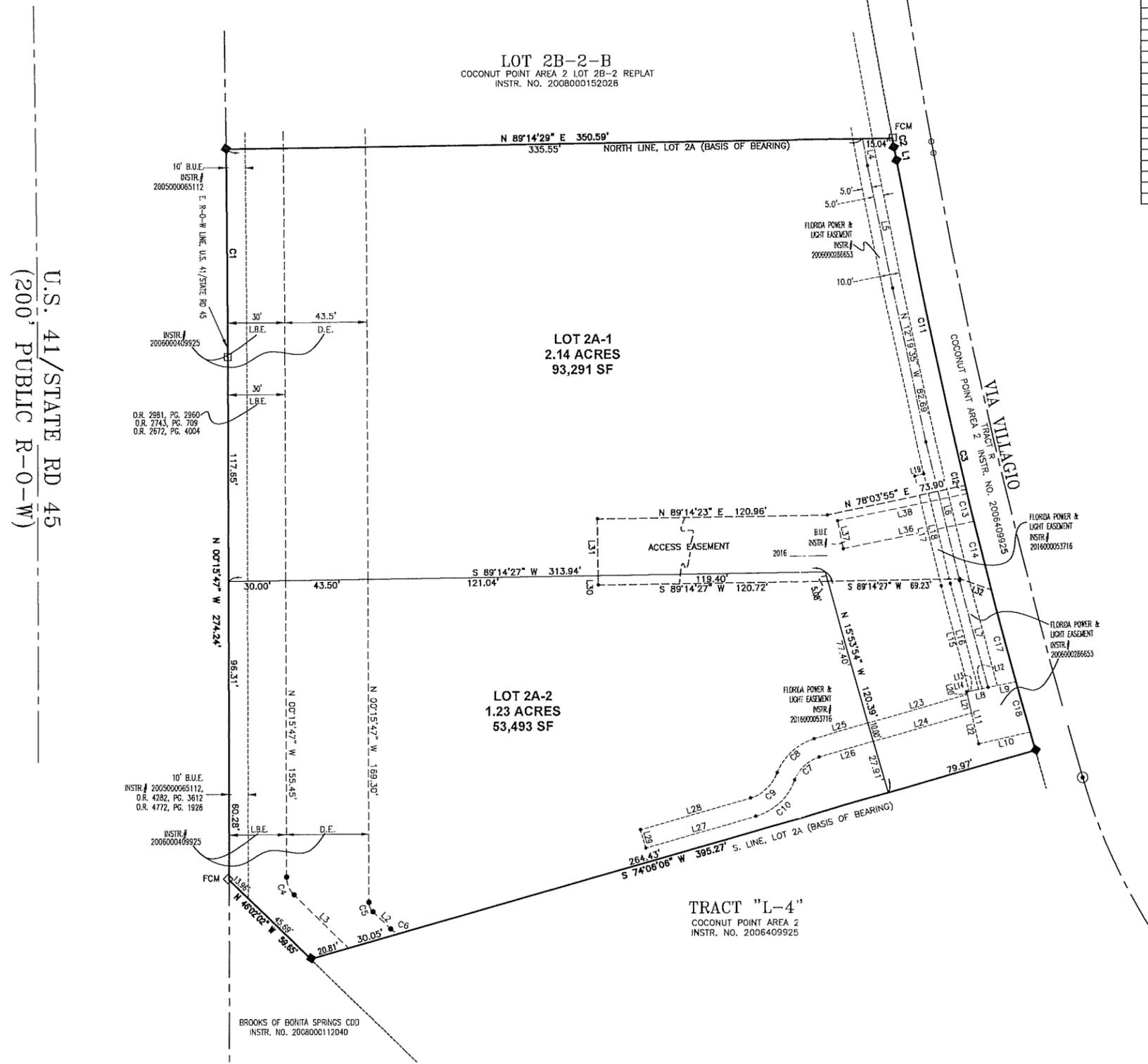
ATTACHMENTS

- A. Map
- B. Schedule of Uses for Tract 2A and 2B
- C. Access Drive and Easement Agreement
- D. Attorney Memorandum dated November 28, 2016

ATTACHMENT A

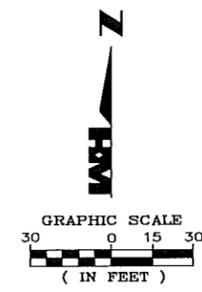
CITY MATTRESS AT COCONUT POINT

A REPLAT OF LOT 2A OF COCONUT POINT AREA 2 AS RECORDED AS INSTRUMENT NUMBER 2006000409925 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA



CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	11591.16'	0°32'18"	108.90'	N 00°31'56" W	108.90'
C2	3479.68'	0°05'31"	5.99'	S 10°29'08" E	5.99'
C3	3394.34'	5°22'01"	317.83'	S 13°12'54" E	317.95'
C4	13.00'	45°48'15"	10.11'	S 23°08'54" E	10.39'
C5	7.00'	45°48'13"	5.44'	S 23°08'54" E	5.59'
C6	7.00'	59°54'59"	8.99'	S 75°59'20" E	7.32'
C7	20.00'	52°20'09"	17.64'	S 47°56'01" W	18.27'
C8	30.00'	52°20'09"	26.46'	S 47°56'01" W	27.40'
C9	20.00'	52°20'09"	17.64'	N 47°56'01" E	18.27'
C10	30.00'	52°20'09"	26.46'	N 47°56'01" E	27.40'
C11	3394.34'	2°56'32"	174.29'	S 12°00'09" E	174.31'
C12	3394.34'	0°04'31"	4.46'	S 13°30'41" E	4.46'
C13	3394.34'	0°15'12"	15.01'	S 13°40'33" E	15.01'
C14	3394.34'	0°29'33"	29.18'	S 14°02'55" E	29.18'
C15	3394.34'	0°07'56"	7.83'	S 14°21'39" E	7.83'
C16	3394.34'	0°07'16"	7.17'	S 14°29'15" E	7.17'
C17	3394.34'	0°43'18"	42.75'	S 14°54'32" E	42.75'
C18	3394.34'	0°27'40"	27.32'	S 15°30'01" E	27.33'
C19	3394.34'	0°01'51"	1.83'	S 15°44'47" E	1.83'
C20	3394.34'	0°08'11"	8.08'	S 15°49'49" E	8.08'

LINE	BEARING	DISTANCE
L1	S 10°31'53" E	6.10'
L2	S 48°02'02" E	13.02'
L3	S 48°02'02" E	40.26'
L4	N 10°03'26" W	14.27'
L5	N 11°04'54" W	65.41'
L6	N 13°39'07" W	74.97'
L7	N 14°53'49" W	57.85'
L8	N 78°32'02" E	11.33'
L9	N 78°32'02" E	14.83'
L10	S 77°01'10" W	27.36'
L11	N 12°58'50" W	27.99'
L12	N 78°32'02" E	5.01'
L13	N 78°32'02" E	5.01'
L14	N 78°32'02" E	1.31'
L15	N 14°53'49" W	57.36'
L16	S 14°53'49" E	57.60'
L17	N 13°39'07" W	59.27'
L18	S 13°39'07" E	59.22'
L19	N 78°20'53" E	5.00'
L20	N 12°58'50" W	1.36'
L21	N 12°58'50" W	10.01'
L22	N 12°58'50" W	16.62'
L23	N 74°06'06" E	54.02'
L24	S 74°06'06" W	53.51'
L25	N 74°06'06" E	29.84'
L26	S 74°06'06" W	29.84'
L27	S 74°06'06" W	60.09'
L28	N 74°06'06" E	60.09'
L29	N 15°53'54" W	10.00'
L30	N 00°45'29" W	4.90'
L31	N 00°45'29" W	29.76'
L32	N 70°40'03" W	17.45'
L33	S 75°32'03" W	18.06'
L34	N 14°27'57" W	15.00'
L35	N 75°32'03" E	18.08'
L36	S 78°25'28" W	69.78'
L37	N 11°34'32" W	15.00'
L38	N 78°25'28" E	69.21'
L39	N 88°02'48" E	82.41'



GENERAL NOTES

- BEARINGS SHOWN HEREON REFER TO THE NORTH LINE OF LOT 2A, COCONUT POINT AREA 2, INSTR. NO. 2006000409925 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING N 89°14'29" E.
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- UNLESS OTHERWISE NOTED ALL CURVES ARE TANGENTIAL AND CIRCULAR.

LEGEND

- ◆ INDICATES PERMANENT REFERENCE MONUMENT SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES (PRM)
- ◇ INDICATES FOUND OR RECOVERED PERMANENT REFERENCE MONUMENT (PRM)
- ⋈ INDICATES POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY, POINT OF COMPOUND CURVATURE AND POINT OF REVERSE CURVATURE
- L1 INDICATES LINE IN LINE TABLE.
- C1 INDICATES CURVE IN CURVE TABLE.
- A.E. INDICATES ACCESS EASEMENT
- R-O-W INDICATES RIGHT-OF-WAY.
- L.B.E. INDICATES LANDSCAPE BUFFER EASEMENT
- D.E. INDICATES DRAINAGE EASEMENT
- B.U.E. INDICATES BONITA SPRINGS UTILITIES EASEMENT
- F.P.L.E. INDICATES FLORIDA POWER & LIGHT EASEMENT
- FCM INDICATES FOUND CONCRETE MONUMENT, LB 1772 PRM
- FPK INDICATES FOUND PK NAIL AND DISC, LB 1772 PRM
- SPRM INDICATES SET IRON ROD 5/8" WITH CAP, LB 1772 PRM
- SMG INDICATES SET MAGNETIC NAIL WITH DISC, LB 1772 PRM
- O.R. INDICATES OFFICIAL RECORDS
- PGS. INDICATES PAGES
- NO. INDICATES NUMBER
- P.B. INDICATES PLAT BOOK
- INSTR. INDICATES INSTRUMENT

THIS INSTRUMENT WAS PREPARED BY
THOMAS M. MURPHY, P.S.M. #5628

 950 Encore Way
 Naples, FL 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Authorization No.1772

DOS 2015-E001 / PLT 2016-E002

U.S. 41/STATE RD 45
(200' PUBLIC R-O-W)

CITY MATTRESS AT COCONUT POINT

A REPLAT OF LOT 2A OF COCONUT POINT AREA 2 AS RECORDED AS INSTRUMENT NUMBER 2006000409925 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

INSTR. #
SHEET 1 of 2

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:

LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY, OR THE VILLAGE OF ESTERO. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

VILLAGE APPROVALS:

THIS PLAT IS ACCEPTED AND APPROVED BY THE VILLAGE COUNCIL, ESTERO, FLORIDA THIS _____ DAY OF _____, 2016.

NICHOLAS BATOS
MAYOR

KATHY HALL
VILLAGE CLERK

MARY GIBBS
COMMUNITY DEVELOPMENT
DIRECTOR

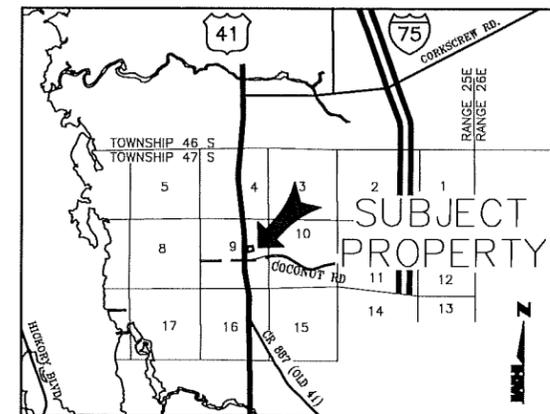
BURT SAUNDERS
VILLAGE ATTORNEY

REVIEW BY THE DESIGNATED VILLAGE P.S.M. DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART 1.

STEVEN M. WATTS, P.S.M. #4588
VILLAGE OF ESTERO DESIGNATED P.S.M.

THE FOLLOWING ENCUMBRANCES CANNOT BE SHOWN AS INDICATED:

RECORDING INFO	BRIEF DESCRIPTION	CANNOT BE SHOWN DUE TO
O.R. BOOK 3009, PAGE 3567	DEVELOPMENT ORDER	COVERS THIS PLAT IN ITS ENTIRETY
O.R. BOOK 4210, PAGE 2807	DEVELOPMENT AGREEMENT	COVERS THIS PLAT IN ITS ENTIRETY
O.R. BOOK 4628, PAGE 1513	DEVELOPMENT ORDER	COVERS THIS PLAT IN ITS ENTIRETY
O.R. BOOK 3849, PAGE 835 O.R. BOOK 4684, PAGE 4420 INSTR. NR. 2009000340355 INSTR. NR. 2013000065705 INSTR. NR. 2013000232427 INSTR. NR. 2014000132133	DEVELOPMENT ORDER DEVELOPMENT ORDER DEVELOPMENT ORDER DEVELOPMENT ORDER DEVELOPMENT ORDER	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY
INSTR. NR. 2005000059777 INSTR. NR. 2015000144993	COVENANTS COVENANTS	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY
INSTR. NR. 2006000108825 INSTR. NR. 2006000165046 INSTR. NR. 2006000425230	MASTER DECLARATION MASTER DECLARATION MASTER DECLARATION	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY
INSTR. NR. 2006000409925 INSTR. NR. 2006000409927 INSTR. NR. 2006000409928	MATTERS ON PLAT MORTGAGEE'S CONSENT MORTGAGEE'S CONSENT	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY
O.R. BOOK 4459, PAGE 2800 INSTR. NR. 2006000298791	COVENANTS COVENANTS	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY
O.R. BOOK 2917, PAGE 610	EASEMENT	DOES NOT FALL WITHIN THIS PLAT
INSTR. NR. 2006000409929 INSTR. NR. 2011000066816	COVENANTS COVENANTS	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY
O.R. BOOK 2672, PAGE 3942 O.R. BOOK 2677, PAGE 583 O.R. BOOK 2801, PAGE 3084 O.R. BOOK 4716, PAGE 1416 INSTR. NR. 2006000298794 INSTR. NR. 2007000164027 INSTR. NR. 2007000164028	COVENANTS COVENANTS COVENANTS COVENANTS COVENANTS COVENANTS	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY
O.R. BOOK 4339, PAGE 1857 INSTR. NR. 2006000080230 INSTR. NR. 2006000108830	COVENANTS COVENANTS PARTIAL ASSIGNMENT	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY
INSTR. NR. 2006000356472 INSTR. NR. 2007000294685	DECLARATION DECLARATION	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY



LOCATION MAP
NOT TO SCALE

THE FOLLOWING ENCUMBRANCES ARE SHOWN ON SHEET INDICATED:

RECORDING INFO	BRIEF DESCRIPTION	SHEET(S)
INSTR. NR. 2006000409925	PLATTED EASEMENTS	2
INSTR. NR. 2007000238423	AFFIDAVIT TO PLAT	2
INSTR. NR. 2016000053716	FP&L EASEMENT	2
INSTR. NR. 2006000286653	FP&L EASEMENT	2
O.R. BOOK 2672, PAGE 4004	EASEMENT	2
O.R. BOOK 2746, PAGE 709	EASEMENT	2
O.R. BOOK 2981, PAGE 2960	EASEMENT	2
O.R. BOOK 4282, PAGE 3612	EASEMENT	2
O.R. BOOK 4772, PAGE 1928	EASEMENT	2
INSTR. NR. 2005000065112	EASEMENT	2

PROPERTY DESCRIPTION:

LOT 2A, COCONUT POINT - AREA 2, ACCORDING TO THE PLAT THEREOF IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000409925, PUBLIC RECORDS, LEE COUNTY, FLORIDA.

CLERK OF COURT CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF CITY MATTRESS AT COCONUT POINT, A REPLAT OF LOT 2A OF COCONUT POINT AREA 2 AS RECORDED AS INSTRUMENT NUMBER 2006000409925 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR

RECORD AT _____, M., THIS _____ DAY OF _____, 2016

AND DULY RECORDED AS

INSTRUMENT # _____
IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LINDA DOGGETT
LEE COUNTY CLERK OF COURTS

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF CITY MATTRESS AT COCONUT POINT, A REPLAT OF LOT 2A OF COCONUT POINT AREA 2 AS RECORDED AS INSTRUMENT NUMBER 2006000409925 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

DATE:

THOMAS M. MURPHY
P.S.M. #5628
STATE OF FLORIDA

THIS INSTRUMENT WAS PREPARED BY
THOMAS M. MURPHY, P.S.M. #5628



950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No. 1772

REFERENCE NO. 15050 rP.dwg DRAWN BY BEN

ALL ENVIRONMENTAL PERMIT NOTICES CLEARLY STATE:
* THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE A LIEN, ENCUMBRANCE, OR CLOUD ON THE TITLE OF THE PREMISES.*

INSTR. NR. 2016000084684	NOTICE OF ENVIRONMENTAL RESOURCE PERMIT	COVERS THIS PLAT IN ITS ENTIRETY
INSTR. NR. 2012000063626	NOTICE OF ENVIRONMENTAL RESOURCE PERMIT	COVERS THIS PLAT IN ITS ENTIRETY
INSTR. NR. 2007000219889 INSTR. NR. 2007000313772 INSTR. NR. 2007000313801 INSTR. NR. 2008000007955 INSTR. NR. 2008000031973	NOTICE OF ENVIRONMENTAL RESOURCE PERMIT NOTICE OF ENVIRONMENTAL RESOURCE PERMIT NOTICE OF ENVIRONMENTAL RESOURCE PERMIT NOTICE OF ENVIRONMENTAL RESOURCE PERMIT NOTICE OF ENVIRONMENTAL RESOURCE PERMIT	COVERS THIS PLAT IN ITS ENTIRETY COVERS THIS PLAT IN ITS ENTIRETY

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016
BY _____
AS _____ OF _____
CITY MATTRESS OF FLORIDA, A DELAWARE CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF _____

NAME (PRINTED) _____

COMMISSION # _____ COMMISSION EXPIRES _____ [SEAL]

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CITY MATTRESS OF FLORIDA, INC., A DELAWARE LIMITED LIABILITY COMPANY, THE OWNER OF THE HEREON DESCRIBED LANDS HAS CAUSED THIS PLAT OF CITY MATTRESS AT COCONUT POINT, A REPLAT OF LOT 2A OF COCONUT POINT AREA 2 AS RECORDED AS INSTRUMENT NUMBER 2006000409925 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

A. DEDICATES TO COCONUT POINT, AREA 2 MASTER PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS ALL DRAINAGE EASEMENTS (D.E.) AS SHOWN HEREON FOR THE PURPOSE OF CONSTRUCTION, OPERATIONS, MAINTENANCE AND MAINTENANCE ACCESS OF AND TO DRAINAGE FACILITIES.

B. DEDICATES ALL BONITA SPRINGS UTILITIES EASEMENTS (B.U.E.) TO BONITA SPRINGS UTILITIES, INC., AND ITS SUCCESSORS AND ASSIGNS AS PERPETUAL NON-EXCLUSIVE UTILITY EASEMENTS AND RIGHTS-OF-WAY, UPON, OVER, ACROSS, AND BELOW THE SURFACE AS SHOWN HEREON FOR THE PURPOSES OF CONSTRUCTION, OPERATION, MAINTENANCE, IMPROVING OR REPLACING OF ONE OR MORE WATER, SEWER AND/OR UTILITY TRANSMISSION OR DISTRIBUTION LINES, AND ALL NORMAL APPURTENANCES THERE TO.

C. DEDICATES ALL FLORIDA POWER & LIGHT EASEMENTS AS SHOWN HEREON, TO FLORIDA POWER & LIGHT, ITS SUCCESSORS OR ASSIGNS FOR THE CONSTRUCTION AND MAINTENANCE OF THEIR UTILITIES.

D. RESERVES AN ACCESS EASEMENT TO CITY MATTRESS OF FLORIDA, INC., ITS SUCCESSORS AND ASSIGNS FOR THE COMMON BENEFIT OF LOTS 2A-1 AND 2A-2 AS SHOWN HEREON.

IN WITNESS WHEREOF, CITY MATTRESS OF FLORIDA, INC., A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THIS DEDICATION TO BE MADE THIS _____ DAY OF _____, 2016.

WITNESS _____

STEPHEN J. SCHILLER,
CEO
CITY MATTRESS OF FLORIDA, INC.,
A DELAWARE CORPORATION

PRINTED NAME _____

WITNESS _____

PRINTED NAME _____

DOS 2015-E001 / PLT 2016-E002

ATTACHMENT B

~~Fire station
Health care facility, Group III
Hobby, toy, and game shops
Household and office furnishings, Groups I, II, III (no outdoor display)
Insurance companies
Library
Medical office
Parks, Group II, limited to community park
Parking lot: Accessory
Personal services, Groups I, II, and III (excluding escort services, palm readers, fortunetellers, card readers, and tattoo parlors)
Place of worship
Police or sheriffs station
Post office
Real estate sales office
Religious facilities
Restaurants, Groups I, II, and III
Signs, in accordance with Chapter 30
Social Services, Groups I and II
Specialty retail shops, Groups I and II
Storage: Indoor only §34-3001 *et seq.*~~

Permitted uses within Tracts 2A and Tract 2B:
(Regional Mall Parcel)

Accessory Uses and Structures permitted ancillary to a permitted principal use
Administrative offices
Animal clinic
ATM (automatic teller machine)
Auto parts store
Auto repair and service, Group I, if accessory to a department store
Banks and financial establishments, Group I
Banks and financial establishments, Group II, limited to SIC Codes 604, 621, 672, 673 and 674
Business services, Groups I and II
Cleaning and maintenance services
Clothing stores, general
Convenience Food and Beverage Store (limited to one, however, the entire site is limited to a maximum of two)
Consumption on premises in compliance with LDC §34-1264 (limited to and in conjunction with a standard restaurant)
Cultural facilities, excluding zoos
Day care center, adult, child
Department Store
Drive thru facility for any permitted use
Dwelling Units: (Tract 2A only)
*Single-family
*Duplex

Multiple-Family Building
 Townhouse
 *Two-family attached
 *Zero lot line
 *(may be approved administratively upon findings that the use is compatible with other uses in the tract and consistent with the Traffic Conversion Table)
 Entrance gates and gatehouse, in compliance with LDC §34-1748
 Essential services
 Essential service facilities, Group I
 Excavation, water retention (as shown on the Master Concept Plan)
 Fences, walls
 Food Store, Group I
 Gift and souvenir shop
 Hardware store
 Hobby, toy, and game shops
 Hotel/motel (amended by ADD2006-00024)
 Household and office furnishings, Groups I, II, III (no outdoor display)
 Insurance companies
 Laundry or dry cleaning Group I
 Lawn and garden stores
 Nonstore retailers, all groups
 Paint glass and wallpaper store
 Parking garage
 Parking lot: Accessory
 Personal services, Groups I, II, and III (excluding escort services, palm readers, fortunetellers, card readers, and tattoo parlors)
 Pet services
 Pet shop
 Pharmacy
 Police or sheriffs station
 Real estate sales office
 Recreation facilities, commercial, Groups I and IV (limited to indoor theater)
 Rental or leasing establishments Groups I & II (excluding passenger car pick up and drop off)
 Repair shops, Groups I and II, limited to clocks, jewelry, music, cameras, calculators, computers and optical devices
 Restaurant, fast food (limited to one outside of food court/service area and the entire site is limited to a maximum of four outside of Regional Center food court/service area)
 Restaurants, Groups I, II, III, and IV
 Self service fuel pumps (limited to one in conjunction with a Convenience Food and Beverage Store, however entire site is limited to a maximum of two)
 Signs, in accordance with Chapter 30
 Specialty retail shops, Groups I, II, III and IV
 Storage: Indoor only §34-3001 *et seq.*
 Used merchandise stores, Group I
 Variety store

ATTACHMENT C

*This instrument prepared without opinion
of title by and after recording return to:*

Harold J. Webre, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

ACCESS DRIVE AND EASEMENT AGREEMENT

THIS ACCESS DRIVE AND EASEMENT AGREEMENT ("Agreement") is made and executed this ____ day of _____, 201____, by and between City Mattress of Florida, Inc., a Delaware corporation ("CM"), and _____, a Florida _____ ("Buyer"), and each of their respective successors and assigns.

WHEREAS, Buyer is the fee simple owner of Lot 2A-1 and CM is the fee simple owner of Lot 2A-2 (each, a "Lot" and collectively, the "Lots"), as such Lots are more particularly described and depicted in the plat for City Mattress at Coconut Point, Plat Book _____, Page _____, of the Public Records of Lee County, Florida (the "Plat"); and

WHEREAS, the Plat depicts an Access Easement over the Lots for the common benefit of both Lots, and the parties wish to enter into this Agreement to govern the use and maintenance of such Access Easement (the "Access Easement").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.

2. Grant of Easement. CM and Buyer each hereby give, grant and convey unto the other a perpetual, non-exclusive easement over, across and through the Access Easement as shown on the Plat, for access to each Lot and for pedestrian and vehicular ingress and egress. This easement is granted by each party to the other, as applicable, with respect to such portion of the Access Easement as is located upon each party's Lot.

3. Construction of Drive; Maintenance; Compliance with Laws. As of the date of this Agreement, a driveway has been constructed by CM within the Access Easement, as shown on Exhibit "A" attached hereto and incorporated herein. No party may block, remove, relocate, reconfigure or otherwise materially alter such driveway without the other party's prior written consent. The parties acknowledge and agree that they shall share equally in the maintenance and repair of the driveway and the Access Easement, and that the driveway and Access Easement shall at all times be kept in good condition and repair. The driveway shall at all times be used in a legal manner and in compliance with all applicable laws and ordinances.

4. Indemnification. Each party shall indemnify and hold the other party harmless from and against any claims, suits, costs, expenses and other liabilities arising out of each party's use of the Access Easement by itself, or by its tenants, employees, customers, agents or other invitees, or otherwise arising out of any violation of this Agreement.

5. Running of Benefits and Burdens. The rights and obligations created hereunder shall run with the lands and shall be binding upon and shall inure to the benefit of each party and its successors and assigns, and upon any and all subsequent owners of either Lot or any portion thereof.

6. Amendments. This Agreement may not be changed, modified, or terminated except by a written instrument executed by all the parties hereto.

7. Governing Law. This Agreement is made and shall be governed by and construed according to the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall lie exclusively in a court of appropriate jurisdiction in Lee County, Florida, and in no other venue or forum.

8. Attorneys' Fees. In the event of any default under any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs for all actions required to be taken to enforce, interpret or for damages arising out of or related to the terms of this Agreement (including, but not limited to, a breach thereof), all through any level of appeal.

9. Counterparts. This Agreement may be executed in several counterparts or by separate instruments, all of which counterparts and instruments shall constitute one agreement, binding upon all the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

City Mattress of Florida, Inc., a Delaware corporation

Print Name: _____

By: _____

Print: _____

Title: _____

Print Name: _____

(Corporate Seal)

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of _____, 201____, by _____, as _____ of City Mattress of Florida, Inc., a Delaware corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

WITNESSES:

_____, a Florida _____

Print Name: _____

By: _____

Print: _____

Title: _____

Print Name: _____

(Corporate Seal)

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ of _____, 201__,
by _____, as _____ of _____, a
Florida _____, on behalf of the corporation, who () is personally known to me or ()
has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

ATTACHMENT D

GRAY | ROBINSON
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MEMORANDUM

TO: Walter McCarthy, Development Review Manager

CC: Mary Gibbs, Community Development Director
Burt Saunders, Esq.

FROM: Derek P. Rooney, Esq.

DATE: November 28, 2016

SUBJECT: Village of Estero Plat Review
City Mattress – PLT2016-E002

Walter,

I have completed my review of the above-referenced plat on behalf of the Village of Estero and found that the submitted plat package significantly meets the requirements of Chapter 177, Part I, Florida Statutes, and the requirements of the Village of Estero's Administrative Code Section 13-19 (adopted from Lee County) for final re-plat. The re-plat package and mylars are ready for Council approval.

Sincerely,

/s/ Derek Rooney

Assistant Village Attorney