

CASE B: PD20-69074-BOS

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BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT

TYPE OF CASE: REZONE – RESIDENTIAL PLANNED DEVELOPMENT
CASE NUMBER: PD20-69074-BOS
HEARING DATE: June 16, 2020
PLANNERS: John Dulmer, AICP and Jacqueline Genson, AICP

APPLICATION SUMMARY:

- A. Applicant: BG MINE, LLC.
- B. Agent: Morris-Depew Associates, Inc.
Pavese Law Firm
- C. Request: A request to rezone 1,342.60 +/- acres from Industrial Planned Development (IPD) and Agriculture AG-2 to a Residential Planned Development (RPD) to allow for the existing mining operation to continue as previously permitted (subject to City of Bonita Springs Zoning Ordinance No. 19-13), then once the mining operation ceases, the property may be redeveloped with a maximum of 700 dwelling units consisting of single family and multiple family units, with a maximum building height of 50 feet, up to 60,000 square feet of amenity uses, and a community park.
- D. Location: 25501 BONITA GRANDE DRIVE AND THE FOLLOWING STRAP NUMBERS: 29-47-26-B1-00101.0000, 29-47-26-B1-00105.0000, 29-47-26-B1-00113.0000, 29-47-26-B1-00112.0000, 29-47-26-B1-00111.0000, 29-47-26-B1-00110.0000, and 29-47-26-B1-00109.0000, Bonita Springs, FL 34135.
- E. Future Land Use Map Designation: Conservation Fringe
- F. Current Zoning: Industrial Planned Development (IPD) and Agriculture 2 (AG-2).
- G. Current Land Use: Existing mining operation with ancillary activities associated with the mining activity and Agricultural uses.

By this reference, the Applicant's application in its entirety and correspondence is made part of this record and is available at the City Clerk's and Community Development's Offices.

BACKGROUND:

History and Overview

This project includes eight parcels of land totaling 1,342.60 +/- acres (Exhibit "A") to the east and near the northern terminus of Bonita Grande Drive. The Mine Property (subject property) is owned by BG Mine, LLC, a Florida Limited Liability Company. According to Lee County Property Appraiser's records, BG Mine, LLC, acquired the Mine Property in July 2016. The Agricultural Properties are owned by three separate entities. These three entities have provided the "Applicant's Signature and Certification" necessary for BG Mine LLC to pursue this request on the on their behalf and will be identified together as the "Agricultural Properties" in this report.

The Mine Property was annexed into the City in May 2003. While the Mine Property is located within the municipal area, it had remained subject to the requirements of the Lee County Comprehensive Plan and the Lee County Land Development Code that were in effect as of May 2003. The Agricultural Properties were annexed into the City of Bonita Springs in 2003 and according to the 2006 Evaluation and Appraisal Report, the Future Land Use Categories for the Agricultural Properties were City of Bonita Springs Density Reduction/Groundwater Resource ("DRGR"). The City Council approved amendments to the Comprehensive Plan on May 20, 2020 that designate both the Mine and Agricultural Properties as Conservation Fringe on the City of Bonita Springs Future Land Use Map.

The Mine Property is currently used for limerock mining, rock processing and ancillary uses, and preservation and open space (subject to conservation easement and conditions of a planned development zoning ordinance). The Agricultural Properties are currently used for agricultural operations (croplands). The request is to rezone from Industrial Planned Development (IPD) and Agriculture AG-2 to a Residential Planned Development (RPD) to allow for the existing mining operation to continue as previously approved in City of Bonita Springs Zoning Ordinance No. 19-13. As the mining operation ceases, the intent is to redevelop the property with residential uses (consisting of single family and multiple family units), amenity uses, and a community park (Lake Park). The request includes a four (4) page Master Concept Plan (Exhibit "B"), that depicts proposed Master Concept Plan and Notes and Cross Sections.

Timeline for Review

This application was distributed to City and Lee County staff in early April 2020 based on the timelines previously agreed to as part of the Settlement Agreement (Exhibit D).

Uses

Requested uses are included in Attachment "B," which includes Residential, Amenity, and Park uses. Staff's recommendations on the requested uses are enumerated in Condition 3a.

Property Development Regulations

The development regulations are included in Exhibit "C".

Deviations:

Deviations may be requested during the review process in accordance with [LDC 4-326](#). The Zoning Board may recommend to approve, approve with modification or reject each requested deviation based upon a finding that each item:

1. Enhances the achievement of the objectives of the planned development; and

2. Preserves and promotes the general intent of this chapter to protect the public health, safety and welfare.

The city manager or designee is also authorized to grant deviations from the technical standards for specific sections in LDC Chapter 3 based on review criteria established in [LDC 3-81\(b\)](#). In those instances, Staff has evaluated those deviations as a part of this review process.

The current planned development request includes fifteen (15) deviations, two of which that have been withdrawn. All deviations and associated justifications by the Applicant are included in the Applicant's Analysis in Attachment "B". Staff's recommendation on the deviation requests are included below.

1. Deviation 1. A deviation from City of Bonita Springs LDC Sec. 3-331(d)(3)(a) which requires stormwater retention/detention lakes to have a maximum depth of 20' below control elevation to allow for a maximum depth of 90' for the existing mining lakes.

Justification: Staff has no objections to the Applicant's deviation request and justification. Staff recommends **APPROVAL** of this deviation request.

2. Deviation 2. A deviation from City of Bonita Springs LDC Sec. 3-331(d)(4) which requires a 4:1 (H:V) maximum slope between the top of bank and 6 feet below average wet season water to allow for placement of riprap on in accordance with LDC Sec. 7-385(d) and MCP typical section, and / or installation of a seawall that can replace the 4:1 slope in accordance with LDC Sec. 7-385(a) and MCP typical section.

Justification: Staff has no objections to the Applicant's deviation request and justification. Community Development Staff has received multiple inquiries from new residential communities in Eastern Bonita on lake stabilization and erosion concerns; therefore, unique design solutions are necessary to ensure future residents have protections in place. Staff recommends **APPROVAL** subject to Condition 11f.

3. Deviation 3. A deviation from City of Bonita Springs LDC Sec. 3-331(d)(1)a. which requires an excavation to have a setback of 50 feet from an existing street right of way or easement for a collector and/or private property line to allow 25 feet from a collector and/or private property line.

Justification: Staff has no objections to the Applicant's deviation request and justification. Staff recommends **APPROVAL** of this deviation request subject to Condition 11e to ensure proper safety protocols are in place to accommodate this design.

4. Deviation 4. A deviation from City of Bonita Springs LDC Sec. 3-417(b)(6)(a) which requires a minimum 30-foot setback from all preserve areas for primary buildings and accessory structures to allow a 25-foot setback between a preserve and a structure.

Justification: Staff has no objections to the Applicant's deviation request and justification; however, specific design application of this deviation will be reviewed by the Bonita Springs Fire Control and Rescue District (Fire District) for consistency with the Florida Fire Prevention Code. The Florida Fire Prevention Code does not apply to zoning issues; therefore, the Fire District has not opined on this rezoning request. Staff recommends **APPROVAL** of this deviation request, subject to Condition 8. This will require the review

and approval by the Fire District at time of local development order approval. The Fire District may require the review and implementation of a Wildland Mitigation Plan in order to deviate from this LDC section.

5. Deviation 5. A deviation from City of Bonita Springs granting relief from LDC Sec. 3-392(c)(1) and (9) which requires design and construction of looped water mains at a maximum distance of 1,500 ft to allow for a maximum looped distance of 9,000 ft.

Justification: Community Development has deferred review of this deviation request to Bonita Springs Utilities (BSU) as they will be responsible for maintaining assets of the utility once they are dedicated to them after construction. BSU does not object to the conceptual request to Deviate from the City of Bonita Springs Land Development criteria as it pertains to looping internal to the project. They do believe adequate fire flow can be obtained if isolation valves are installed every 1500' per BSU Specifications. However, BSU does object to any Deviation from looping requirements externally from the BSU distribution system to the project. Dead end water mains will not be accepted, including those shorter than 1500'. Looping of the dead end mains will be addressed during the DO stage. Staff recommends **APPROVAL** of this deviation request subject to Condition 9.

6. Deviation 6 is WITHDRAWN.

7. Deviation 7 is WITHDRAWN.

8. Deviation 8. A deviation from City of Bonita Springs, granting relief from LDC Sec. 303(b)(i)(d) which requires a minimum bike lane width of seven feet and a minimum sidewalk width of 8 feet on both sides of the right of way to allow a single two-way multiuse path located on one side of Bonita Grande Drive as depicted in cross section N and O of the MCP.

Justification: Staff has no objections to the Applicant's deviation request and justification. Staff recommends **APPROVAL** of this deviation request subject to Condition 12d.

9. Deviation 9. A deviation from City of Bonita Springs, granting relief from LDC Sec. 3-303(b)(iii)(d) which requires dedicated on-street separate 5-foot wide bike lanes and 6' wide sidewalks on both sides of the street or a minimum 11-foot wide multi-use path to allow no bike lane and a 6 foot wide sidewalk on one side of road as depicted in cross sections C and D of the MCP.

Justification: Staff has no objections to the Applicant's deviation request and justification. Staff recommends **APPROVAL** of this deviation request subject to Condition 12d.

10. Deviation 10. A deviation from City of Bonita Springs, granting relief from LDC Sec. 3-302(g) which limits curb and gutter types to only those specified by FDOT to allow for a traversable, 2-foot wide, concrete valley gutter as depicted in typical sections C, D, M, N and O of the MCP.

Justification: Staff has no objections to the Applicant's deviation request and justification. Staff recommends **APPROVAL** of this deviation request subject to Condition 12e.

11. Deviation 11. A deviation from City of Bonita Springs from LDC Sec. 6-146(a)(1), which requires off-site, non-illuminating directional signs to be permitted along arterial and collector streets within 500 of the nearest intersection involving a turning movement to locate the development to allow an off-site sign at the intersection of Bonita Beach Road and Bonita Grande Drive; either in the right of way or Northwest quadrant of the intersection. This is in addition to an allowed off-site sign at the intersection of E Terry Street and Bonita Grande Drive, either in the right of way or Northwest quadrant of the intersection.

Justification: The LDC already allows for residential off-site signage at the intersection of East Terry Street and Bonita Grande Drive. Other MUTCD signs are available for the City to use for the future Lake Park. The approval of this deviation will set a precedent within the City of Bonita Springs for the use of off-site signage. Staff recommends **DENIAL** of this deviation request.

12. Deviation 12. A deviation from City of Bonita Springs LDC Sec. 6-112(2)b. which permits one additional permanent wall or monument sign for identification purposes for a property boundary that exceeds 2,000 feet in length to allow additional permanent wall or monument signs as depicted on MCP.

Justification: Staff has no objections to the Applicant's deviation request and justification. The additional signage is internal to the project. Staff recommends **APPROVAL** of this deviation request.

13. Deviation 13. A deviation from City of Bonita Springs, granting relief from LDC Sec. 3-438(b)(2) which requires the developer to provide a bus stop to allow no bus stop.

Justification: Staff has a minor objection to the Applicant's deviation request and justification. The City supports moving people through various modalities. This project will also include internal bikeways and a 12' multi-modal path along Bonita Grande Drive. While LeeTran service may not be programmed at this time, it is important to preserve the ability to accommodate a future transit stop should the need arise. This area could also be used for the pick-up and drop-off for other transit related uses (i.e. school bus stop). Community Development staff recommends the Applicant identify an easement location and size for planning purposes. Staff recommends **APPROVAL** of this deviation request subject to Condition 12c.

14. Deviation 14. A deviation from City of Bonita Springs LDC Sec. 3-331(d)(4) which requires a 2:1 maximum slope from 6 feet below the average wet season water table to the excavation bottom to allow for a vertical maximum slope from 6 feet below the average wet season water table to the lake excavation bottom for Mining Lakes only.

Justification: Staff has no objections to the Applicant's deviation request and justification. Staff recommends **APPROVAL** of this deviation request subject to Condition 11f.

15. Deviation 15. A deviation from City of Bonita Springs LDC Sec. 4-1892(7) which permits a 3.5 foot encroachment into a side yard setback when a 7.5 foot side yard setback is provided to permit more than a 3.5 foot encroachment with a 5 foot side yard setback.

Justification: Staff has no objections to the Applicant's deviation request and justification. The Conservation Fringe requires the clustering of development on uplands. The Applicant's proposed development standards include lots smaller than conventional residential standards, which is common in larger master planned communities where development is clustered so as to preserve larger areas of open space. The Applicant has also included provisions to address drainage concerns. Staff recommends **APPROVAL** of this deviation request subject to Condition 16.

CONCLUSIONS:

The following conclusions are based upon the Applicant's Application being reviewed for compliance with the City of Bonita Springs comprehensive plan (including the adopted, but not effective, comprehensive plan amendments to establish the Conservation Fringe Category) and the LDC. Attachment "A," which is attached hereto and made a part hereof, demonstrates the type of analysis that was done. The Applicant's application materials and exhibits are included in Attachment "B."

Pursuant to the City's LDC, the Applicant is required to hold two (2) neighborhood meetings. The first meeting was held on December 19, 2019, with no members of public present. The Applicant will hold their second meeting on June 15, 2020 prior to the second reading (City Council public hearing) of this rezoning request. Additional methods of public notice included mailed notices to properties within 375 feet of the property, rezoning property posting signs along Bonita Grande Mine Drive and East Terry Street, a legal ad in the Fort Myers Newspress that ran on May 27 for the June 3 and June 17 City Council public hearings and another for the Zoning Board public hearing, which ran on May 28.

City Council approved amendments to the Comprehensive Plan that designate the subject properties as Conservation Fringe on the City of Bonita Springs Future Land Use Map. The proposed development, as conditioned, is consistent with the requirements and standards of the City of Bonita Springs Comprehensive Plan, LDC, and as set forth in the Settlement Agreement (Exhibit "D").

The rezoning request was evaluated by Community Development for planning, zoning, engineering, environmental, and transportation impacts. Lee County and Bonita Springs Utilities also reviewed the request. A detailed analysis is included in Attachment "A" of the Staff Report.

RECOMMENDATION:

Staff recommends **APPROVAL** of Petition PD20-69074-BOS Bonita Grande Mine Residential Planned Development (RPD), which proposes to rezone 1,342.60 +/- acres from Industrial Planned Development (IPD) and Agriculture AG-2 to a Residential Planned Development (RPD) to allow for the existing mining operation to continue as an existing only use subject to City of Bonita Springs Zoning Ordinance No. 19-13, then once the mining operation ceases, the property may be redeveloped with a maximum of 700 dwelling units consisting of single family and multiple

family units, with a maximum building height of 50 feet, up to 60,000 square feet of amenity uses, and a community park. This recommendation of APPROVAL is subject to the following conditions:

Conditions:

1. The project should be generally consistent with the Master Concept Plan stamped received May 28, 2020 and titled "Bonita Grande Mine Residential Planned Development" prepared by Morris-Depew Associates, Inc., and attached hereto (Exhibit "B," Sheets 1-4), except as modified by the conditions below.

The approved development allows for the continuation of the excavation, mining permitted uses and related activities approved under IPD Zoning Ordinance No. 19-13 and LDO19-66515-BOS, as may be amended, can continue on the subject property under all the terms and conditions pursuant to this RPD Zoning Ordinance No. 20-___.

The approved development intensities allows for the development of a maximum of 700 dwelling units (up to 200 of the 700 dwelling units may be multiple family) with a maximum building height of 50 feet, up to 60,000 square feet of amenity uses, and a community park. For the purposes of this project "single-family" is defined as a single-family unit AND "multiple family" is defined as zero-lot line, duplex, multiple family, townhouse, and two family attached dwelling units.

2. In addition to the conditions contained herein this Planned Development shall adhere to all of the Terms and Conditions of the Settlement Agreement between the City of Bonita Springs and BG Mine LLC executed on the 4th December 2019. Including all exhibits, licenses, easements referenced or otherwise made part of said agreement.
3. The following limits apply to the project and uses:

- a. Schedule of Uses:

Residential

ACCESSORY USES AND STRUCTURES

AGRICULTURAL USES AND AGRICULTURAL ACCESSORY USES, Existing Only

BOAT DOCKS

DWELLING UNITS:

SINGLE-FAMILY

TWO FAMILY ATTACHED

TOWNHOUSE

MULTI-FAMILY

ZERO-LOT LINE

ENTRANCE GATES AND GATEHOUSE

ESSENTIAL SERVICES

ESSENTIAL SERVICE FACILITIES - GROUP I ONLY

EXCAVATION:

WATER RETENTION

**MINING (ZO-19-13)

FENCES, WALLS

HOME OCCUPATION

MODELS:

MODEL DISPLAY CENTER/SALES CENTER
MODEL HOME
MODEL UNIT
MULTI-SLIP DOCKING FACILITY
PARK, GROUP I
PARKING LOT, ACCESSORY - TO A MODEL DISPLAY CENTER, MODEL HOME
OR MODEL UNIT ONLY
REAL ESTATE SALES
RECREATIONAL FACILITIES, PERSONAL, COMMUNITY, PRIVATE
RESIDENTIAL ACCESSORY USES AND STRUCTURES
SIGNS IN ACCORDANCE WITH LAND DEVELOPMENT CODE
TEMPORARY USES, INCLUDING TEMPORARY SALES OFFICE, TEMPORARY
CONSTRUCTION OFFICE, TEMPORARY CONSTRUCTION-RELATED STORAGE,
TEMPORARY AMENITY STRUCTURES

Amenity Areas

ACCESSORY USES AND STRUCTURES
ADMINISTRATIVE OFFICES
BOAT RAMPS AND DOCKAGE, NOT MARINA
BOAT RENTAL
COMMUNICATION FACILITY, WIRELESS
CONSUMPTION ON PREMISES
CLUBS, CLUBHOUSE - PRIVATE
ESSENTIAL SERVICES
ESSENTIAL SERVICE FACILITIES - GROUP I ONLY
EXCAVATION, WATER RETENTION
FENCES, WALLS
FISHING PIERS
FOOD AND BEVERAGE SERVICES, LIMITED TO USE OF A CLUB
HEALTH CLUB OR SPA, LIMITED TO USE OF A CLUB
MARINA
MODEL DISPLAY CENTER
MULTI-SLIP DOCKING FACILITY
PARKING LOT, ACCESSORY
PERSONAL SERVICES - GROUPS I & II
REAL ESTATE SALES
RECREATIONAL FACILITIES, PRIVATE ON SITE, COMMUNITY
RESTAURANTS, GROUPS I, II, & III
SIGNS IN ACCORDANCE WITH LAND DEVELOPMENT CODE
SPECIALTY RETAIL SHOPS, GROUPS I & II
STORAGE, INDOORS
TEMPORARY USES - TEMPORARY SALES, TEMPORARY CONSTRUCTION,
TEMPORARY CONSTRUCTION OFFICE, TEMPORARY CONSTRUCTION-
RELATED STORAGE

Lake Park Area (Subject to Joint Use Agreement)

ACCESSORY USES AND STRUCTURES
ENTRANCE GATES AND GATEHOUSE
ESSENTIAL SERVICES
ESSENTIAL SERVICE FACILITIES - GROUP I ONLY

EXCAVATION, WATER RETENTION
FENCES, WALLS
PARKS:

GROUP I – LIMITED TO FISHING PIERS, NATURE/WILDLIFE PRESERVES
AND PASSIVE RECREATIONAL USES & EDUCATIONAL ACTIVITIES
LIMITED TO HIKING, NATURE TRAILS AND SIMILAR ACTIVITIES
REQUIRING FEW OR ON-SITE FACILITIES
GROUP II – LIMITED TO BOAT RAMPS (KAYAKS/CANOES ONLY) AND
NATURE CENTER

PARKING LOT, ACCESSORY TO PARK USE
RECREATIONAL FACILITIES, COMMERCIAL GROUP III – LIMITED TO PASSIVE
RECREATIONAL USE & EDUCATIONAL ACTIVITIES LIMITED TO HIKING,
NATURE TRAILS AND SIMILAR ACTIVITIES REQUIRING FEW OR ON-SITE
FACILITIES
SIGNS IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE

*AGRICULTURAL USES AND AGRICULTURAL ACCESSORY USES, are permitted as an Existing Only use for those properties zoned AG-2 prior this planned development request.

**Excavation, mining is permitted to continue as approved pursuant to City of Bonita Springs Zoning Ordinance ZO-19-13 and modified herein.

b. The Development Regulations: See Exhibit "C"

4. No residential dwelling or public recreational uses approved under the RPD will be constructed until excavation/mining on the property is terminated which may occur in phases. If phased termination occurs, residential dwellings or public recreational uses may be allowed in any terminated phase if reclaimed and appropriate precautions are in place to protect public safety. Infrastructure improvements and model homes serving the RPD can occur prior to the excavation / mining termination pursuant to the RPD Zoning Ordinance and associated DO. At time of local development order a maintenance of traffic (MOT) plan must be approved by City Staff to ensure that the public visiting the model center and the mining operation can both be safely accessed while mitigated the negative impacts of each use upon the other
5. Duration of rights. The five-year time frame for an RPD MCP shall be per LDC Section 4-303. A substantial portion of the project is defined for purposes of this project as i) 20% of the overall project infrastructure and lots (not including lakes); or ii) reclamation of the southern mine lake which must include at a minimum the permitting, construction, and inspection of lake bank sloping and development area mass grading per FDEP ERP, Condition 11 of this RPD Zoning Ordinance, and site development plan approved as part of a local development order; or iii) obtaining all public easement rights for the Bonita Grande Drive north of East Terry Street to the Lake Park area; or iv) reclamation of the Lake Park Area.
6. Lake Park. As set forth in the Settlement Agreement (Condition 2 above) and the Master Concept Plan the Applicant will:
 - a. Complete the restoration of the Lake Park Area.

- b. Dedicate of a 60-foot wide roadway easement to the City to ensure public access.
 - c. Timely pursue any necessary modifications to Conservation Easement #1 (OR 3914 PG 3798) and Conservation Easement #5 (OR 3914 PG 3798) necessary to facilitate the 60-foot wide roadway easement (right-of-way).
 - d. Along with any of the other conditions, also transfer ownership of the property to the City.
7. Criminal Protection Through Environmental Design. At time of local development order review, the Applicant shall provide a Criminal Protection Through Environmental Design report for the Lee County Sheriff's Office for review and comment. This review will be part of the development order approval process.
 8. Wildland Mitigation. Approval of Deviation 4 is subject to review and approval by the Bonita Springs Fire Control and Rescue District at time of local development order approval. Buildings and accessory structures located closer than 30 feet from a preserve (wildland) area may require special mitigation measures as determined by the Bonita Springs Fire Control and Rescue District, in accordance with the National Fire Protection Association ("NFPA"), Standard 1144, "Standard for Protection of Life and Property from Wildfire."
 9. Utilities. Approval of Deviation 5 is limited to the water main looping requirement of every 1500' internally to the project only, provided adequate fire flow is able to be obtained and isolation valves are installed every 1500' per BSU Specifications. This deviation does NOT apply to looping requirements externally from the BSU distribution system to the project. Dead end water mains will not be accepted, including those shorter than 1500'. Looping of the dead end mains will be reviewed and addressed at time of local development order.
 10. Environmental
 - a. At the time of local development order, the Preserve Management Plan shall be updated to account for human/wildlife interactions such as the addition of wildlife corridors, road signs and availability of educational materials for residents.
 - b. The project is within the Abundant Florida Black Bear Range. Bear proof dumpsters/recycling bins/enclosures are required, contingent on waste management company contract.
 - c. Part of the project is within the Primary Panther Habitat Zone. At time of local development order, consultation with U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission shall be required.
 - d. The potential cavity trees found on those properties formerly zoned AG-2 shall be scoped prior to removal and results provided to City Environmental Sciences staff. A permit for their removal may be required.
 - e. At the time of local development order, the applicant shall demonstrate how the project implements both restoration and accommodation of existing and historic regional flow ways and groundwater levels and other requirements of Policy 1.1.27(2) of the City's Comprehensive Plan.
 - f. No storage or sale of petroleum products shall be allowed at the marina. If motorized boats are proposed, no petroleum operated motorized boats will be allowed in lakes where a Wellfield Protection Zone overlaps.

- g. Neither the boat slip nor dock/observation platform/fishing pier of single-family docks shall extend waterward further than a lake depth of 4 feet. Each dock shall be centered on the property as much as possible and be setback from the side property lines a minimum of 10'. For corner or unique waterfront access, the applicant will identify dock locations at the time of subdivision. All other City of Bonita Springs Land Development Code Regulations shall apply to docks and marinas.
11. Engineering. At the time of local development order, the Applicant shall provide or meet the following criteria:
- a. Provide engineering plans showing how the site will store and treat its surface water runoff consistent with the City's Comprehensive Plan and the City's LDC, including compliance with Policy 1.1.27 of the Conservation Fringe of the City's Comprehensive Plan.
 - b. Provide a drainage analysis demonstrating that the site development plan has no adverse impact on adjacent properties and that there is sufficient on-site drainage capacity, storm-water conveyance, and controlled discharge. The drainage analysis shall include, but not be limited to:
 - i. An Interconnected Pond and Channel Routing (ICPR) Model. The 100-year storm event is the primary storm used to evaluate the proposed design. The City reserves the right to request additional modeling of other storm events upon review of the data. All data submitted shall be formatted for inclusion into the city's Interconnected Pond Routing (ICPR) Model.
 - ii. A drainage map for all contributory areas within and into the development, showing flow paths/arrows, existing on-site and off-site drainage structures (sizes and inverts), and sub-basin areas; and (2) hydrologic and hydraulic calculations for the 5-, 25-, and 100-year design storm events in order to establish existing baseline conditions.
 - iii. Drainage impediments identified during the modeling process must be addressed in the drainage plan.
 - c. The use of gutters, downspouts and bubblers/yard drains will be required for all single-family lots. Additionally, they will need to be shown on all building residential drainage plans.
 - d. If the model center plans to open while the mining operation is still in full effect a maintenance of traffic (MOT) plan must be approved by staff to ensure that the public visiting the model center and the mining operation will be safely separated.
 - e. A safety barrier, such as a guard rail, may be required between roadways and lakes that do not meet the setback requirement as set forth in LDC Sec. 3-331(d)(1)a.
 - f. The Applicant shall demonstrate appropriate erosion and water quality controls for all uses adjacent to both existing and proposed lakes. To achieve both prevention of erosion and the addition of water quality, the Applicant may be required to utilize the following: (1) Swale and berms surrounding the perimeter of the lakes and/or, (2) Flatter slopes than currently required for lake banks and littoral planting areas (3) A greater quantity of littoral plantings than currently required and/or, (4) Other unique shoreline stabilization methods, such as

bulkheads or rip rap. Bulkheads cannot be installed abutting conservation areas or preserves.

12. Transportation and Multimodal

- a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions for on-site improvements consistent with the City of Bonita Springs Land Development Code as outlined by the Settlement Agreement may be required to obtain local development order; and
- b. The Applicant has obtained a Concurrency Certificate as a part of this request (Exhibit "E"); and
- c. At time of local development order, the Applicant shall coordinate with LeeTran on an easement dedication for a future LeeTran facility near the project's main entrance; and
- d. At time of local development order, all required bicycle, pedestrian and multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the design standards provided by LDC Chapter 3, the Bicycle Pedestrian Master Plan (PATH), and all applicable design standards except as modified herein and as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Area (NFPA).
- e. All new or improved roadways, including proposed curbing, must meet the currently adopted Florida Fire Prevention Code (FFPC) inclusive of the National Fire Protection Association (NFPA) for Fire Department access. Proposed Master Concept Plan cross sections that do not contain mountable curbing are subject to change at time of local development order, as determined by the Fire Department for access.
- f. Final Roundabout design will be determined at time of local development order.

13. Lee County Department of Transportation (LCDOT)

- a. At time of local development order, the Applicant shall provide an evaluation of the East Terry Street/Bonita Grande Drive and Bonita Beach Road/Bonita Grande Drive intersections based on the project's full development scenario.
- b. Upon traffic impact statement evaluation, if any offsite improvement to the County maintained roads is required, the permittee shall apply for a Lee County LDO and obtain approval from the County prior to commencement of construction activities within the County maintained ROW or easements

14. Flood ordinance. At the time of local development order, the Applicant, the following shall provide the following information in accordance with City of Bonita Springs Code:

- a. 24-44(2) Where base flood elevations, or floodway data are not included on the Flood Insurance Rate Map (FIRM) or in the Flood Insurance Study, they shall be established in accordance with 24-45(2) or (3)
- b. 24-44(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with 24-45(1).
- c. 24-46(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse shall not be decreased, and certification that the altered watercourse shall be

maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in 24-47 of this article.

15. The proposed Master Concept Plan anticipates the vacation of a road right-of-way along the southern border of the existing mine. The applicant is hereby advised that the granting of said vacation may necessitate amending the Master Concept Plan to accommodate access to adjacent lands.
16. Mechanical Equipment.
 - a. Any new mechanical equipment must be offset and not directly aligned with other mechanical equipment on adjacent property. The offset measurement shall be no less than three (3) feet between equipment. The measurement must be indicated on the site plan and drainage exhibits provided to the City of Bonita Springs during the permitting process.
 - b. Generators: In addition to the above, every effort shall be made to site generators at the furthest possible distance from an abutting dwelling unit's windows and/or doors; and
 - c. All generators shall have user preselected exercise times limited between the hours of 10:00 am – 4:00 pm; and
 - d. Increased setbacks or separation requirements may be required if they are needed to accommodate drainage, access, or other health and safety concerns.
17. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations laws and codes in place at the time of Development Order and Construction Plan approval. Approval of this Planned Development is not a guarantee of future approvals

Deviations:

1. Deviation 1 is APPROVED, granting relief from LDC Sec. 3-331(d)(3)(a) which requires stormwater retention/detention lakes to have a maximum depth of 20' below control elevation to allow for a maximum depth of 90' for the existing mining lakes.
2. Deviation 2 is APPROVED subject to **Condition 11f**, granting relief from LDC Sec. 3-331(d)(4) which requires a 4:1 (H:V) maximum slope between the top of bank and 6 feet below average wet season water to allow for placement of riprap in accordance with LDC Sec. 7-385(d) and MCP typical section, and / or installation of a seawall that can replace the 4:1 slope in accordance with LDC Sec. 7-385(a) and MCP typical section.
3. Deviation 3 is APPROVED subject to **Condition 11e**, granting relief from LDC Sec. 3-331(d)(1)a. which requires an excavation to have a setback of 50 feet from an existing street right of way or easement for a collector and/or private property line to allow 25 feet from a collector and/or private property line.
4. Deviation 4 is APPROVED subject to **Condition 8**, granting relief from LDC Sec. 3-417(b)(6)(a) which requires a minimum 30-foot setback from all preserve areas for primary buildings and accessory structures to allow a 25-foot setback from a preserve and a structure.
5. Deviation 5 is APPROVED subject to **Condition 9**, granting relief from LDC Sec. 3-392(c)(1) and (9) which requires design and construction of looped water mains at a maximum distance of 1,500 ft to allow for a maximum looped distance of 9,000 ft.
6. Deviation 6 is WITHDRAWN.

7. Deviation 7 is WITHDRAWN.
8. Deviation 8 is APPROVED subject to **Condition 12d**, granting relief from LDC Sec. 303(b)(i)(d) which requires a minimum bike lane width of seven feet and a minimum sidewalk width of 8 feet on both sides of the right of way to allow a single two-way multiuse path located on one side of Bonita Grande Drive as depicted in cross section N and O of the MCP.
9. Deviation 9 is APPROVED subject to **Condition 12d**, granting relief from LDC Sec. 3-303(b)(iii)(d) which requires dedicated on-street separate 5-foot wide bike lanes and 6' wide sidewalks on both sides of the street or a minimum 11-foot wide multi-use path to allow no bike lane and a 6 foot wide sidewalk on one side of road as depicted in cross sections C and D of the MCP.
10. Deviation 10 is APPROVED subject to **Condition 12e**, granting relief from LDC Sec. 3-302(g) which limits curb and gutter types to only those specified by FDOT to allow for a traversable, 2-foot wide, concrete valley gutter as depicted in typical sections C, D, M, N and O of the MCP.
11. Deviation 11 is DENIED, granting relief from Deviation from LDC Sec. 6-146(a)(1), which requires off-site, non-illuminating directional signs to be permitted along arterial and collector streets within 500 of the nearest intersection involving a turning movement to locate the development to allow an off-site sign at the intersection of Bonita Beach Road and Bonita Grande Drive; either in the right of way or Northwest quadrant of the intersection. This is in addition to an allowed off-site sign at the intersection of E Terry Street and Bonita Grande Drive, either in the right of way or Northwest quadrant of the intersection.
12. Deviation 12 is APPROVED, granting relief from LDC Sec. 6-112(2)b. which permits one additional permanent wall or monument sign for identification purposes for a property boundary that exceeds 2,000 feet in length to allow additional permanent wall or monument signs as depicted on MCP.
13. Deviation 13 is APPROVED subject to **Condition 17c**, granting relief from LDC Sec. 3-438(b)(2) which requires the developer to provide a bus stop to allow no bus stop.
14. Deviation 14 is APPROVED subject to **Condition 11f**, granting relief from LDC Sec. 3-331(d)(4) which requires a 2:1 maximum slope from 6 feet below the average wet season water table to the excavation bottom to allow for a vertical maximum slope from 6 feet below the average wet season water table to the lake excavation bottom for Mining Lakes only.
15. Deviation 15 is APPROVED subject to **Condition 16**, granting relief from LDC Sec. 4-1892(7) which permits a 3.5 foot encroachment into a side yard setback when a 7.5 foot side yard setback is provided to permit more than a 3.5 foot encroachment with a 5 foot side yard setback.

SUBJECT PROPERTY:

The Applicant indicates the STRAP numbers are:
20-47-26-B1-00001.0000, 29-47-26-B1-00101.0000, 29-47-26-B1-00105.0000, 29-47-26-B1-00113.0000, 29-47-26-B1-00112.0000, 29-47-26-B1-00111.0000, 29-47-26-B1-00110.0000, and 29-47-26-B1-00109.0000

EXHIBITS:

- A. Legal Description and Sketch of the Subject Property stamped received May 22, 2020
- B. Master Concept Plan stamped received May 28, 2020
- C. Property Development Regulations
- D. Settlement Agreement
- E. Concurrency Certificate

ATTACHMENTS:

- A. Staff Informational Analysis
 - i. Background and Informational Analysis
- B. Applicant's Informational Analysis
 - i. Application
 - ii. Project Request, Design Standards and Design Decision Making Narrative
 - iii. Description of Current Comprehensive Plan Amendment
 - iv. Comprehensive Plan and LDC Consistency
 - v. Preliminary Density Calculations
 - vi. Public Facility Impacts and Service Availability Letters
 - vii. Environmental Assessment
 - viii. Florida Master Site File and Cultural Resource Information
 - ix. Surface Water Management Plan
 - x. Enhanced Lake Management Plan
 - xi. Traffic Impact Statement
 - xii. Schedule of Uses
 - xiii. Schedule of Deviations
 - xiv. Pre-filing Neighborhood Meeting Information
 - xv. Variance Report and Mailing Labels for Parcels within 375 feet
 - xvi. Aerial Exhibit
 - xvii. Boundary Survey
 - xviii. Topographic Elevation Data Map
 - xix. Surrounding Uses and Zoning Maps
 - xx. Vegetation Map

DESCRIPTION:

A PORTION OF SECTIONS 17 AND 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE POINT OF BEGINNING, WHICH IS THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 01°08'52" WEST FOR 5285.70 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORD BOOK 2061, PAGE 3137 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE NORTH 01°06'50" WEST 1339.84 FEET; THENCE SOUTH 88°58'01" WEST 191.18 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORDS BOOK 2061, PAGE 3137, AND PAGE 3139 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO THE WEST LINE OF SECTION 17, TOWNSHIP 47, SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE WHICH IS THE WEST LINE OF SAID SECTION 17 NORTH 04°41'01" WEST FOR 4013.11 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 87°28'17" EAST FOR 2575.75 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 87°28'22" EAST FOR 2575.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID SECTION 17, SOUTH 05°01'45" EAST 2689.09 FEET THE EAST 1/4 CORNER OF SAID SECTION 17; THENCE CONTINUE ALONG THE SAID EAST LINE SOUTH 05°01'37" EAST 2688.71 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17 AND THE NORTHEAST CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF SAID SECTION 20 SOUTH 03°50'45" EAST FOR 2684.71 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 03°50'58" EAST FOR 2684.65 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20, SOUTH 88°34'10" WEST 2665.01 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG SAID SOUTH LINE OF SECTION 20 SOUTH 88°34'05" WEST FOR 108.45 FEET; THENCE S.01°19'07" E. LEAVING SAID SECTION LINE, FOR A DISTANCE OF 1298.02 FEET; THENCE S.88°41'56" W. FOR A DISTANCE OF 24.99.80 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OB BONITA GRANDE DRIVE; THENCE ALONG SAID RIGHT-OF-WAY, N.01°08'41" W. FOR A DISTANCE OF 635.29 FEET; THENCE S.88°40'15" W, FOR A DISTANCE OF 35.00 FEET; THENCE N.01°08'41"W. FOR A DISTANCE OF 660.27 FEET TO AN INTERSECTION OF THE SAID SOUTH LINE OF SECTION 20; THENCE S.88°34'05" W. FOR A DISTANCE OF 25.00' TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

THE DESCRIPTION SHOWN HERON IS NEW.

ORIENTATION IS BASED ON THE EAST LINE OF THE SOUTHEAST-QUARTER SECTION 20 AS BEARING S.03°50'58"E, BASED ON FLORIDA GRID, WEST ZONE, NAD 83/90.

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL, OR ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS MAP IS NOT VALID.

THIS IS NOT A SURVEY!

RECEIVED
CITY OF BONITA SPRINGS

MAY 22 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

ABBREVIATIONS:

- C.E. = CONSERVATION EASEMENT
- D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION
- F.P.&L. = FLORIDA POWER AND LIGHT
- INST. = INSTRUMENT
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- R. = RANGE
- T. = TOWNSHIP

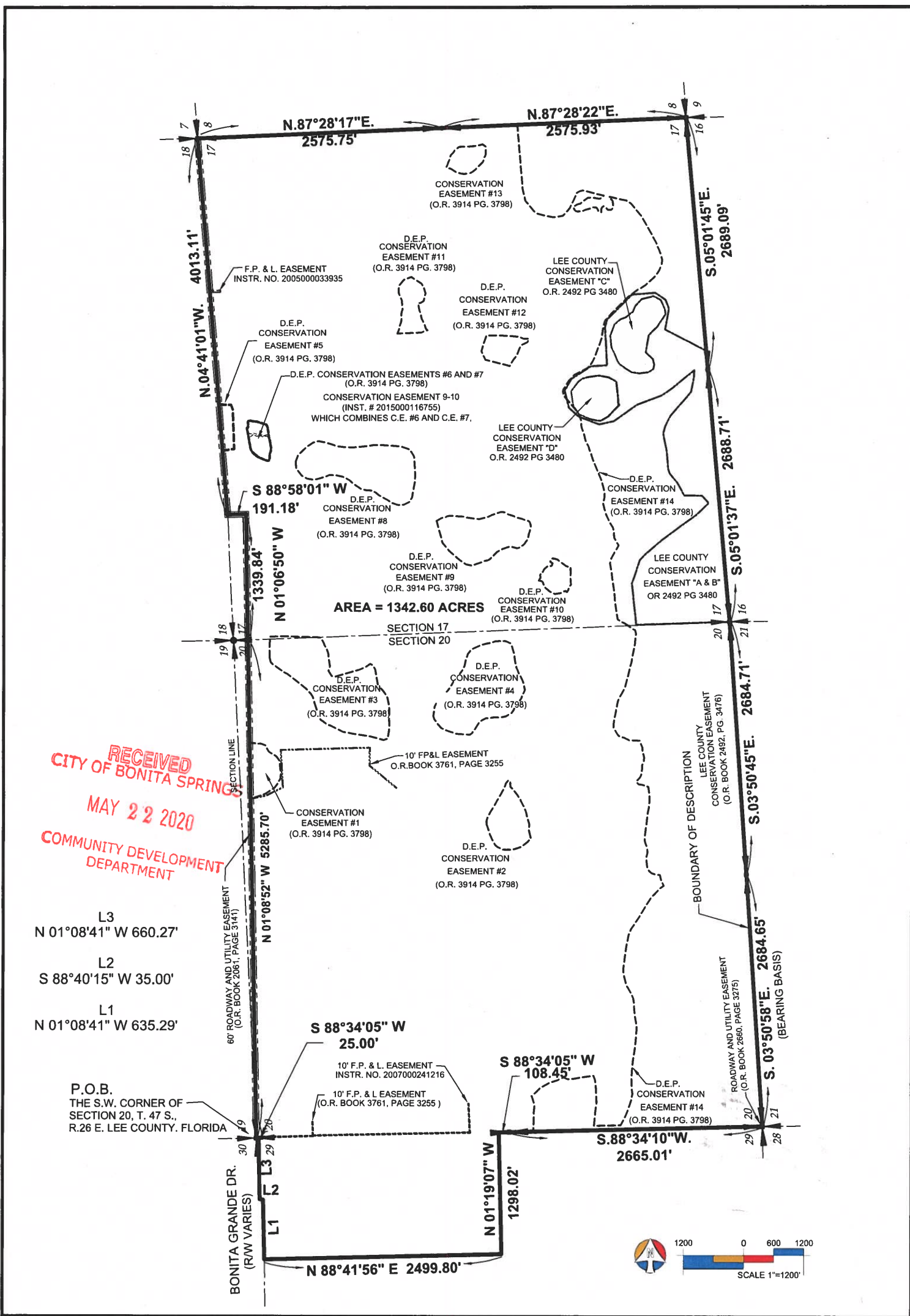
Mark A. Hatfield 5-22-20

PREPARED BY:

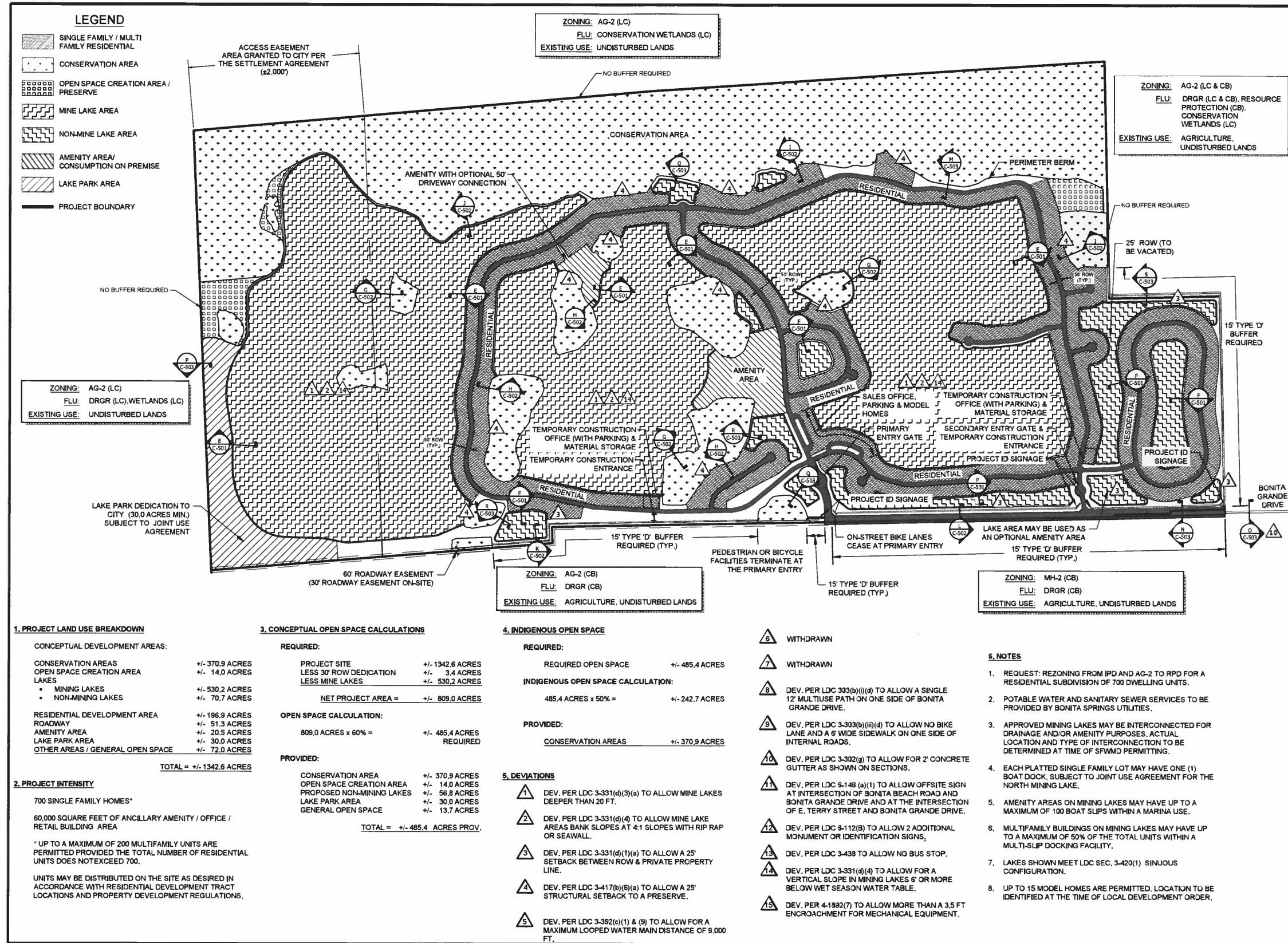
MARK A. HATFIELD, P.S.M. DATE
FLORIDA CERTIFICATE NO. 4155

REVISION: UPDATE BOUNDARY AND LEGAL DESCRIPTION 12-09-2019
REVISION: UPDATE NOTES AND ABBREVIATIONS 05-19-2020

<p>PROJECT: SKETCH AND DESCRIPTION</p> <p>LOCATION: A PARCEL OF LAND IN SEC.17 & 20,T. 47 S., R. 26 E., LEE COUNTY, FLORIDA</p>	<p>CONSULTANT: MORRIS DEPEW ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS FL CA NO. 6532 / FL CERT NO. LB8881 / LC76000030</p> <p>Fort Myers 2814 Cleveland Avenue Fort Myers, Florida 33901 (239) 337-3993 Fax: (239) 337-3994 Toll free: 866-337-7341</p> <p>Tallahassee 113 South Monroe Street 1st Floor Tallahassee, Florida 32301 Toll free: 866-337-7341</p> <p>Destin 5597 Highway 98 Unit 201 Santa Rosa Beach, Florida 32459 Toll free: 866-337-7341</p>	<p>CLIENT: BONITA GRANDE MINE LLC.</p>	<p>PROJECT MANAGER: MAH</p> <p>DRAWING BY: BMH</p> <p>JURISDICTION: CITY OF BONITA SPRINGS</p> <p>DATE: 12/04/2019</p> <p>SHEET TITLE: SKETCH AND DESCRIPTION</p> <p>SHEET NUMBER: 1 OF 2</p> <p>JOB/FILE NUMBER: 16027</p>
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<p>PROJECT:</p> <p>SKETCH AND DESCRIPTION</p> <p>LOCATION:</p> <p>A PARCEL OF LAND IN SEC.17 & 20, T. 47 S., R. 26 E., LEE COUNTY, FLORIDA</p>	<p>CONSULTANT:</p> <p>MORRIS DEPEW</p> <p>ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS</p> <p>FL CA NO. 6532 / FL CERT NO. LB6891 / LC26000330</p> <p>Fort Myers 2914 Cleveland Avenue Fort Myers, Florida 33901 (239) 337-3993 Fax: (239) 337-3894 Toll free: 866-337-7341</p> <p>Tallahassee 113 South Monroe Street Tallahassee, Florida 32301 Toll free: 866-337-7341</p> <p>Destin 5597 Highway 98 Unit 201 Santa Rosa Beach, Florida 32459 Toll free: 866-337-7341</p>	<p>CLIENT:</p> <p>BONITA GRANDE MINE LLC</p>	<p>PROJECT MANAGER: MAH</p> <p>DRAWING BY: BMH</p> <p>JURISDICTION: CITY OF BONITA SPRINGS</p> <p>DATE: 5/19/2020</p> <p>SHEET TITLE: SKETCH AND DESCRIPTION</p> <p>SHEET NUMBER: 2 OF 2</p> <p>JOB/FILE NUMBER: 16027</p>
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1. PROJECT LAND USE BREAKDOWN

CONCEPTUAL DEVELOPMENT AREAS:	ACRES
CONSERVATION AREAS	+/- 370.9 ACRES
OPEN SPACE CREATION AREA	+/- 14.0 ACRES
LAKES	
• MINING LAKES	+/- 530.2 ACRES
• NON-MINING LAKES	+/- 70.7 ACRES
RESIDENTIAL DEVELOPMENT AREA	+/- 196.9 ACRES
ROADWAY	+/- 51.3 ACRES
AMENITY AREA	+/- 20.5 ACRES
LAKE PARK AREA	+/- 30.0 ACRES
OTHER AREAS / GENERAL OPEN SPACE	+/- 72.0 ACRES
TOTAL = +/- 1342.6 ACRES	

2. PROJECT INTENSITY

700 SINGLE FAMILY HOMES*

60,000 SQUARE FEET OF ANCILLARY AMENITY / OFFICE / RETAIL BUILDING AREA

* UP TO A MAXIMUM OF 200 MULTIFAMILY UNITS ARE PERMITTED PROVIDED THE TOTAL NUMBER OF RESIDENTIAL UNITS DOES NOT EXCEED 700.

UNITS MAY BE DISTRIBUTED ON THE SITE AS DESIRED IN ACCORDANCE WITH RESIDENTIAL DEVELOPMENT TRACT LOCATIONS AND PROPERTY DEVELOPMENT REGULATIONS.

3. CONCEPTUAL OPEN SPACE CALCULATIONS

REQUIRED:	ACRES
PROJECT SITE	+/- 1342.6 ACRES
LESS 30' ROW DEDICATION	+/- 3.4 ACRES
LESS MINE LAKES	+/- 530.2 ACRES
NET PROJECT AREA = +/- 809.0 ACRES	
OPEN SPACE CALCULATION:	
809.0 ACRES x 60% =	+/- 485.4 ACRES
REQUIRED	
CONSERVATION AREA	+/- 370.9 ACRES
OPEN SPACE CREATION AREA	+/- 14.0 ACRES
PROPOSED NON-MINING LAKES	+/- 56.8 ACRES
LAKE PARK AREA	+/- 30.0 ACRES
GENERAL OPEN SPACE	+/- 13.7 ACRES
TOTAL = +/- 485.4 ACRES PROV.	

4. INDIGENOUS OPEN SPACE

REQUIRED:	ACRES
REQUIRED OPEN SPACE	+/- 485.4 ACRES
INDIGENOUS OPEN SPACE CALCULATION:	
485.4 ACRES x 50% =	+/- 242.7 ACRES
PROVIDED:	
CONSERVATION AREAS	+/- 370.9 ACRES

5. DEVIATIONS

- ⚠️ DEV. PER LDC 3-331(d)(3)(a) TO ALLOW MINE LAKES DEEPER THAN 20 FT.
- ⚠️ DEV. PER LDC 3-331(d)(4) TO ALLOW MINE LAKE AREAS BANK SLOPES AT 4:1 SLOPES WITH RIP RAP OR SEAWALL.
- ⚠️ DEV. PER LDC 3-331(d)(1)(a) TO ALLOW A 25' SETBACK BETWEEN ROW & PRIVATE PROPERTY LINE.
- ⚠️ DEV. PER LDC 3-417(b)(6)(a) TO ALLOW A 25' STRUCTURAL SETBACK TO A PRESERVE.
- ⚠️ DEV. PER LDC 3-392(c)(1) & (9) TO ALLOW FOR A MAXIMUM LOOPED WATER MAIN DISTANCE OF 9,000 FT.

- ⚠️ WITHDRAWN
- ⚠️ WITHDRAWN
- ⚠️ DEV. PER LDC 3-333(b)(d)(d) TO ALLOW A SINGLE 12' MULTIUSE PATH ON ONE SIDE OF BONITA GRANDE DRIVE.
- ⚠️ DEV. PER LDC 3-333(b)(d)(d) TO ALLOW NO BIKE LANE AND A 6' WIDE SIDEWALK ON ONE SIDE OF INTERNAL ROADS.
- ⚠️ DEV. PER LDC 3-332(g) TO ALLOW FOR 2' CONCRETE GUTTER AS SHOWN ON SECTIONS.
- ⚠️ DEV. PER LDC 6-146 (a)(1) TO ALLOW OFFSITE SIGN AT INTERSECTION OF BONITA BEACH ROAD AND BONITA GRANDE DRIVE AND AT THE INTERSECTION OF E. TERRY STREET AND BONITA GRANDE DRIVE.
- ⚠️ DEV. PER LDC 9-112(B) TO ALLOW 2 ADDITIONAL MONUMENT OR IDENTIFICATION SIGNS.
- ⚠️ DEV. PER LDC 3-438 TO ALLOW NO BUS STOP.
- ⚠️ DEV. PER LDC 3-331(d)(4) TO ALLOW FOR A VERTICAL SLOPE IN MINING LAKES 5' OR MORE BELOW WET SEASON WATER TABLE.
- ⚠️ DEV. PER 4-192(7) TO ALLOW MORE THAN A 3.5 FT ENCROACHMENT FOR MECHANICAL EQUIPMENT.

- 6. NOTES**
- REQUEST: REZONING FROM IPD AND AG-2 TO RPD FOR A RESIDENTIAL SUBDIVISION OF 700 DWELLING UNITS.
 - POTABLE WATER AND SANITARY SEWER SERVICES TO BE PROVIDED BY BONITA SPRINGS UTILITIES.
 - APPROVED MINING LAKES MAY BE INTERCONNECTED FOR DRAINAGE AND/OR AMENITY PURPOSES. ACTUAL LOCATION AND TYPE OF INTERCONNECTION TO BE DETERMINED AT TIME OF SPWMD PERMITTING.
 - EACH PLATTED SINGLE FAMILY LOT MAY HAVE ONE (1) BOAT DOCK, SUBJECT TO JOINT USE AGREEMENT FOR THE NORTH MINING LAKE.
 - AMENITY AREAS ON MINING LAKES MAY HAVE UP TO A MAXIMUM OF 100 BOAT SLIPS WITHIN A MARINA USE.
 - MULTIFAMILY BUILDINGS ON MINING LAKES MAY HAVE UP TO A MAXIMUM OF 50% OF THE TOTAL UNITS WITHIN A MULTI-SLIP DOCKING FACILITY.
 - LAKES SHOWN MEET LDC SEC. 3-420(1) SINUOUS CONFIGURATION.
 - UP TO 15 MODEL HOMES ARE PERMITTED. LOCATION TO BE IDENTIFIED AT THE TIME OF LOCAL DEVELOPMENT ORDER.

BONITA GRANDE RESIDENTIAL PLANNED DEVELOPMENT

LOCATION: BONITA SPRINGS, FLORIDA S 17 & 20, T 47 S, R 26 E

CLIENT: **BG MINE, LLC**

CONSULTANT: **MORRIS DEPEW**

LANDSCAPE ARCHITECTS

Fort Myers: 2014 Cleveland Avenue, Fort Myers, Florida 33901, (239) 337-5863, Fax: (239) 337-3864, Toll free: 866.337.7341

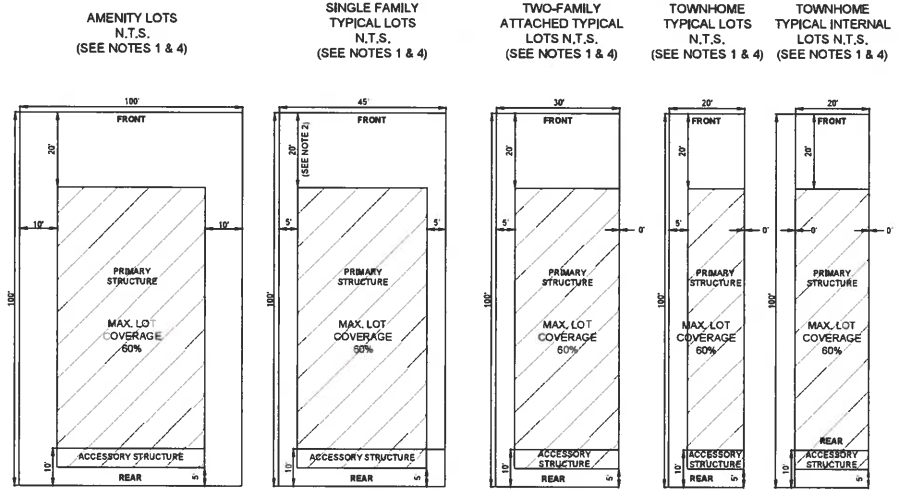
Tallahassee: 113 South Monroe Street, Tallahassee, Florida 32301, Tallahassee: 905.337.7341

Destin: 5397 Highway 98, Unit 201, Santa Rosa Beach, Florida 32088, Tallahassee: 905.337.7341

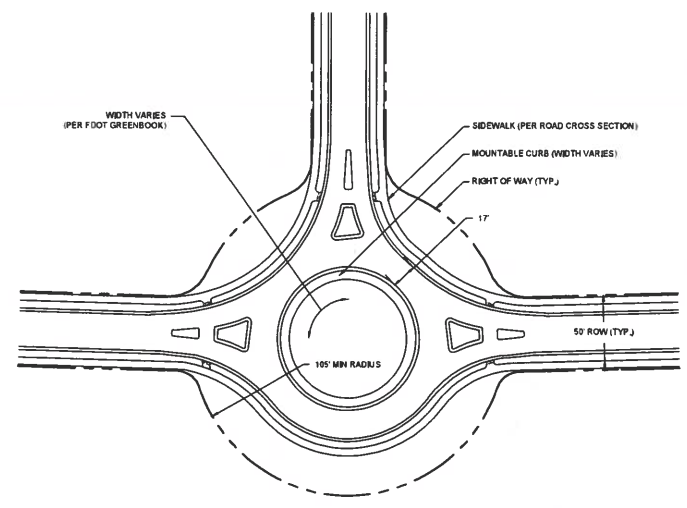
RECEIVED CITY OF BONITA SPRINGS MAY 28 2020 COMMUNITY DEVELOPMENT DEPARTMENT

REVISIONS	DATE

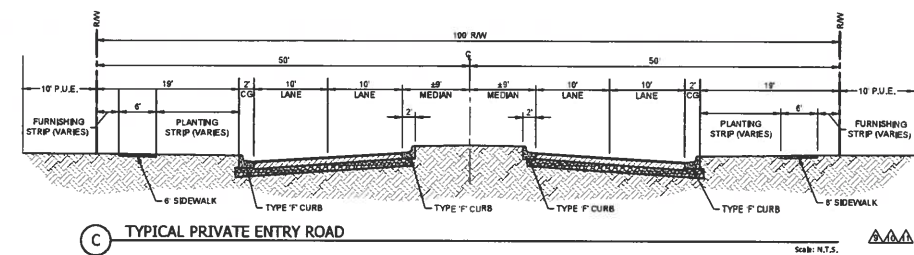
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DRAWING BY: CJV
JURISDICTION: BONITA SPRINGS
DATE: 5/27/2020
SHEET TITLE: **MASTER CONCEPT PLAN**
SHEET NUMBER: C-100
JOBFILE NUMBER: 16027-09



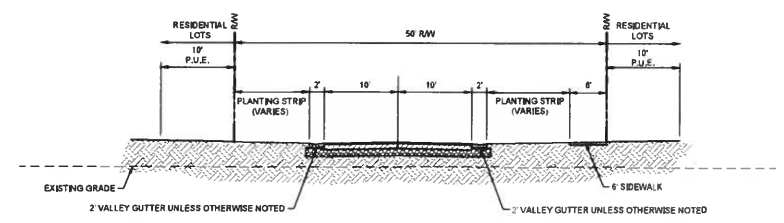
NOTES:
 1. 25 FT. SETBACK FROM PRIMARY STRUCTURES TO CONSERVATION AREAS REQUIRED.
 2. FRONT SETBACK FOR SIDE-LOAD GARAGES IS REDUCED TO 12'.
 3. ON CORNER LOTS SECONDARY STREET SETBACK IS THE SAME AS THE SIDE YARD.
 4. MECHANICAL EQUIPMENT MAY ENCRUSH MORE THAN 3.5 FEET INTO THE SIDE YARD AS LONG AS ADEQUATE DRAINAGE CAN BE MAINTAINED.



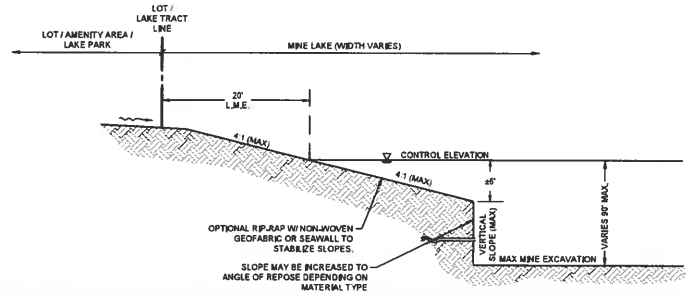
NOTE:
 INTERSECTION MAY CONTAIN 2, 3, OR 4 LEGS PER FOOT GREENBOOK.



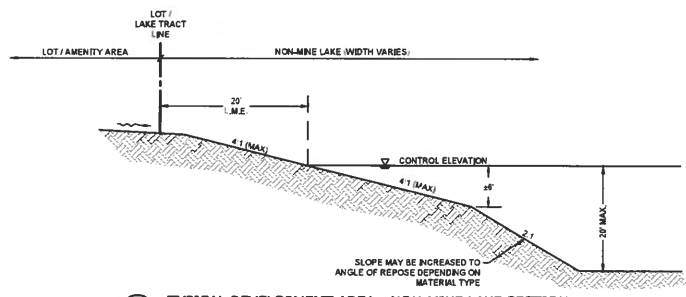
C TYPICAL PRIVATE ENTRY ROAD Scale: N.T.S.



D TYPICAL PRIVATE, LOCAL ROAD Scale: N.T.S.



E TYPICAL DEVELOPMENT AREA - MINE LAKE SECTION Scale: N.T.S.



F TYPICAL DEVELOPMENT AREA - NON-MINE LAKE SECTION Scale: N.T.S.

PROJECT:
BONITA GRANDE RESIDENTIAL PLANNED DEVELOPMENT

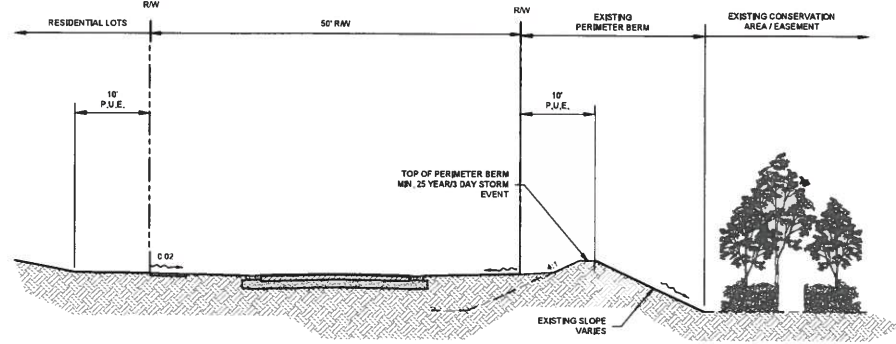
LOCATION:
 BONITA SPRINGS, FLORIDA
 S 17 & 20, T 47 S, R 26 E

CLIENT:
 BG MINE, LLC

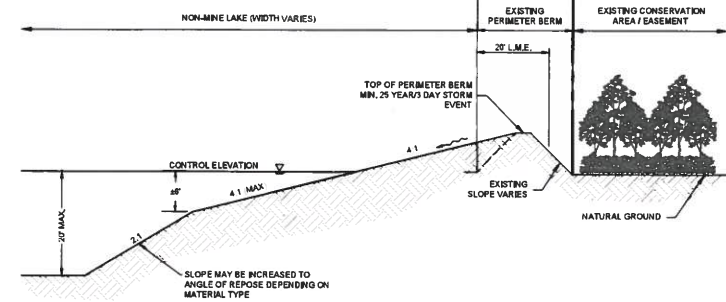
CONSULTANT:
MORRIS DEPEW
 ENGINEERS • PLANNERS • SURVEYORS
 LANDSCAPE ARCHITECTS
 Fort Myers
 2914 Chokoloskee Avenue
 Fort Myers, Florida 33901
 (239) 327-2999
 Fax: (239) 327-2994
 Toll free: 866-327-7241

REVISIONS	DATE

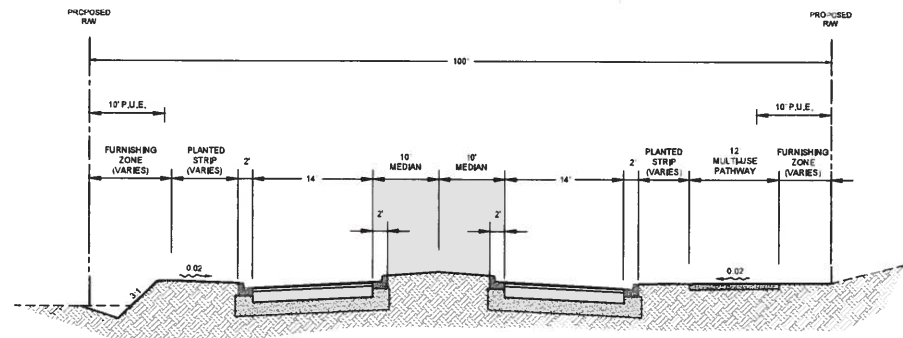
PROJECT MANAGER: MWM
DRAWING BY: CJV
JURISDICTION: BONITA SPRINGS
DATE: 5/27/2020
SHEET TITLE: NOTES & CROSS SECTIONS
SHEET NUMBER: C-501
JOBFILE NUMBER: 16027-09



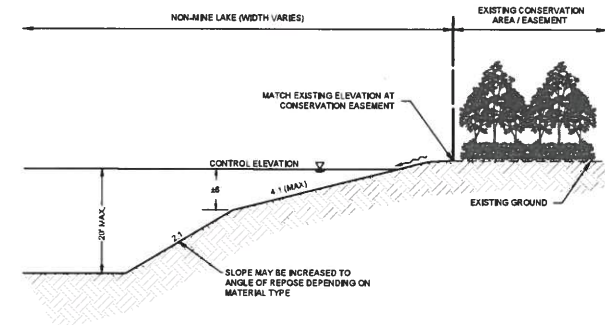
M TYPICAL PRIVATE, LOCAL ROAD - PERIMETER BERM - PRESERVE SECTION Scale: N.T.S.



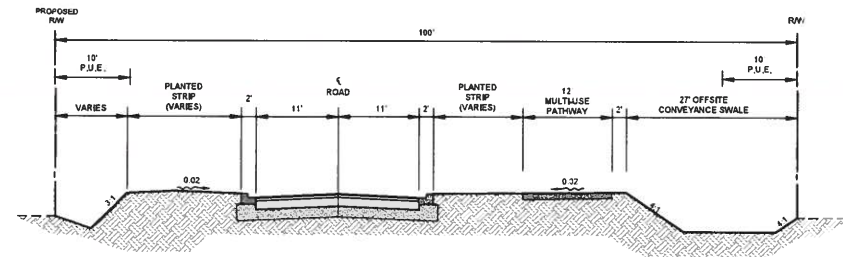
Q TYPICAL NON-MINE LAKE - EXTERNAL PRESERVE SECTION Scale: N.T.S.



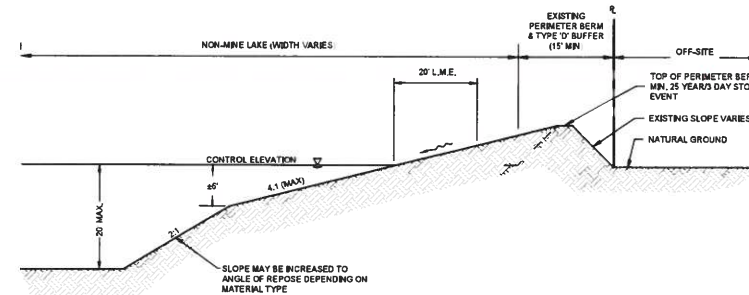
N TYPICAL BONITA GRAND DRIVE (100' ROW 2-LANE DIVIDED) (NORTH SEGMENT) Scale: N.T.S.



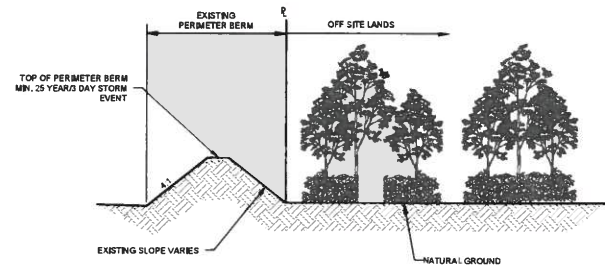
R TYPICAL NON-MINE LAKE - INTERNAL PRESERVE SECTION Scale: N.T.S.



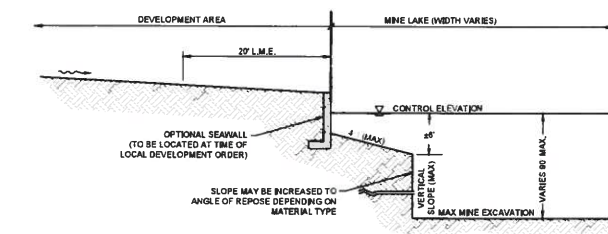
O TYPICAL SECTION BONITA GRANDE DRIVE 100' ROW 2-LANE UNDIVIDED (SOUTH SEGMENT) Scale: N.T.S.



S TYPICAL NON-MINE LAKE - PROPERTY BOUNDARY SECTION Scale: N.T.S.



P PERIMETER BERM SECTION Scale: N.T.S.



T TYPICAL MINE LAKE w/ SEAWALL - SECTION Scale: N.T.S.

PROJECT
BONITA GRANDE RESIDENTIAL PLANNED DEVELOPMENT

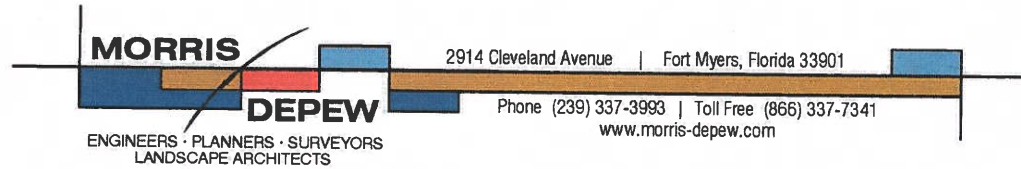
LOCATION
BONITA SPRINGS, FLORIDA
S 17 & 20, T 47 S, R 26 E

CLIENT
BG MINE, LLC

CONSULTANT
MORRIS DEPEW
ENGINEERS & PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
Fort Myers
2514 Chokoloskee Avenue
Fort Myers, Florida 33901
Tel: 239.337.2883
Fax: 239.337.2884
Toll free: 866.337.7341

REVISIONS	DATE

PROJECT MANAGER: MWM
DRAWING BY: CJV
JURISDICTION: BONITA SPRINGS
DATE: 5/27/2020
SHEET TITLE: **NOTES & CROSS SECTIONS**
SHEET NUMBER: C-503
JOBFILE NUMBER: 16027-09



Bonita Grande Residential Planned Development
 Property Development Regulations
 May 20, 2020

Land Uses	Min Lot Area (SF)	Min Lot Width (FT)	Min Lot Depth (FT)	Min Street Setback ^{2&3} (FT)	Min Side Setback ⁴ (FT)	Min Rear Lot Setback ¹ (FT)	Min Setback from Waterbody (FT)	Min Accessory Structure Side Setback (FT)	Min Accessory Structure Rear Setback (FT)	Min Accessory Structure Setback from Waterbody (FT)	Building Separation (FT)	Max Building Height (FT)	Max Lot Coverage (%)
Single-Family	4,500	45	100	20	5	10	20	5	5	5	10	35	60
Two-Family Attached	3,000	30	100	20	0 or 5	10	20	5	5	5	10	45	60
Townhouse	2,000	20	100	20	0 or 5	10	20	5	5	5	10	45	80
Multi-family	10,000	100	100	20	10	10	20	5	5	5	20	45	60
Zero-lot Line	4,500	45	100	20	0 or 5	10	10	5	5	5	10	35	70
Clubhouse/Amenity Sites	10,000	100	100	20	10	10	20	10	5	5	20	50	60

Note 1: 25ft Rear setback from Primary Structures to Conservation Areas required.

Note 2: Front setback for side load garages is reduced to 12 feet.

Note 3: On corner lots the secondary street setback is the same as the side yard.

Note 4: Mechanical equipment may encroach more than 3.5 feet into the side yard as long as adequate drainage can be maintained.

RECEIVED
 CITY OF BONITA SPRINGS
 MAY 22 2020
 COMMUNITY DEVELOPMENT
 DEPARTMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made between the City of Bonita Springs, Florida (“City”), and BG Mine, LLC (“BGM”), and executed by both Parties thereto on the 4th day of December 2019. BE 278, LLC (“BE 278”), joins in this Agreement as to Sections 3.B., 4.D., and 5.-24. herein.

WHEREAS, BGM and the City have been engaged in multiple litigation actions related to the Property commonly known as the Bonita Grande Mine. The Property, along with an adjacent 80 acre parcel, is described in the legal description attached hereto as **Exhibit “A”**; and

WHEREAS, **Exhibit “A”** and other exhibits hereto are intended preliminarily for illustrative purposes and will be supplanted with updated specific legal descriptions pursuant to the Parties’ obligations and additional submittals contemplated in Sections 3 and 4 below; and

WHEREAS, the Parties hereto intend to bring to a final resolution all pending or currently anticipated litigation between the Parties, either directly or indirectly related to the Property, the proposed future land use designation in the City’s Comprehensive Plan applicable to the Property, any land use designation previously and currently placed upon the Property by Lee County, pending attempts by BGM to de-annex from the City or to enforce the conditions provided in the Annexation Agreement between the Parties, and any procedural or substantive due process issues related to the City’s administrative actions and/or inactions to date related to the Property. The litigation intended to be resolved by this Agreement is as follows:

BG Mine, LLC v. City of Bonita Springs, Florida, DOAH Case No.: 17-3871GM;

BG Mine, LLC vs. City of Bonita Springs, Case No.: 1D19-140;

BG Mine, LLC vs. City of Bonita Springs, Case No.: 17-CA-000381;

BG Mine, LLC v. City of Bonita Springs, Florida, Case No.: 17-CA-004036;

BG Mine, LLC v. City of Bonita Springs, Florida, Case No.: 18-CA-003465; and

BG Mine, LLC v. City of Bonita Springs, Florida, Case No.: 18-CA-006017.

(collectively, the “Litigation”).

WHEREAS, the Parties intend to effectuate the terms generally set forth in their Mediated Settlement Agreement, dated August 27, 2019, and attached hereto as **Exhibit “B”**; and

WHEREAS, the City has determined that it is beneficial and in the best interests of the Bonita Springs City residents to enter into this Agreement; and

NOW THEREFORE, in consideration of \$10.00 and BGM’s forbearance from the above-listed litigation, and in consideration of the mutual covenants, promises, terms, and conditions set

forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and BGM do hereby agree as follows:

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

Section 2. Exhibits. All Exhibits referenced in either the foregoing recitals or in the body of this Agreement are hereby incorporated by reference herein as material parts of this Agreement.

Section 3. Obligations of BGM and BE 278.

A. Contingent upon the City's grant of the Entitlements (as defined below), BGM agrees to (i) transfer title and grant an easement to the City for the northern portion of the Property; and (ii) grant easement rights to a sixty (60) foot roadway easement, both legally described and generally depicted on a sketch attached hereto as **Exhibit "C"** for the purposes of public recreation and pursuant to a draft joint use agreement attached hereto as **Exhibit "D"**. Exhibit "C" will be updated with a revised sketch and legal description upon submittal of RPD pursuant to Section 4.E. below. The City will cooperate with BGM in the dedication of the aforementioned roadway easement, but it is understood between the parties that nothing contained herein shall limit the City's ability to otherwise obtain necessary drainage, utility, pedestrian or vehicular access to the northern portion of the Property through use of its eminent domain powers. Transfer of title shall occur within thirty (30) days after the expiration of all potential appellate procedures for the Entitlement approvals described in Section 4. BGM will retain a license after transfer to the City to complete the excavation and reclamation of the City's portion of the Property as required under the approval described in Section 4.A., in the form attached hereto as **Exhibit "G-1"**. During the South Florida Water Management District (SFWMD) permitting for the residential development on the Property, the Parties will coordinate on any additional storm water improvements requested by the City above and beyond BGM's proposed master surface water management system that meets the requirements of the SFWMD for the Property. Any agreed upon additional improvements will be at the City's sole cost and shall have no impacts on BGM's residential development. Notwithstanding the above, the northern portion of the Property and the sixty (60) foot right-of-way will be part of the future RPD as defined and referenced below in Section 4.E. and will adhere to all RPD requirements such as but not limited to permitted uses and open space / density calculations.

B. BE 278 agrees to sell, and the City agrees to purchase, \pm 248 acres as described and depicted on the sketch attached hereto as **Exhibit "E"** for \$4,989,000.00, per an executed Purchase and Sale Agreement attached hereto as **Exhibit "F"**. The closing shall be held within thirty (30) days after the expiration of all potential appellate procedures for the approvals described in Section 4. below. BE 278 will retain a license agreement after purchase by the City to reshape and remove topsoil from the site consistent with a to-be negotiated mutual development plan, in the form attached hereto as **Exhibit "G-2."**

Section 4. Obligations of the City.

A. The City agrees to expeditiously schedule the City Zoning Board and City Council meetings to consider whether to approve the proposed amendment of BGM's Industrial Planned

Development amendment based upon the 2003 Lee Plan regulations and the application/plans submitted by BGM to the City on May 15, 2019, which proposed amendment includes a recognition that no offsite road improvements are required and no payment of road impact fees are required based on the 2003 Lee Plan (“IPD Amendment”). The final City Council public hearing shall be properly advertised and held prior to December 31, 2019. BGM agrees to include a condition in the IPD Amendment that it shall not seek any extensions to the termination date of December 31, 2041, including any potential extensions pursuant to any Executive Orders.

B. If the City Council approves the IPD Amendment, the City agrees to expeditiously consider an application for a modification of BGM’s existing Development Order for expanded mining excavation based upon the IPD Amendment plans/approval and the existing FDEP Environmental Resource Protection (“ERP”) approval, which proposed Development Order includes a recognition that no offsite road improvements are required and no payment of road impact fees are required. Final action on the Development Order modification shall be made within sixty (60) days of the IPD Amendment approval.

C. The City agrees to expeditiously schedule the LPA and City Council meetings to consider whether to approve a Comprehensive Plan Text Amendment and a Future Land Use Map Amendment(s) that will change the Property from DRGR (Lee Plan) to a future land use category (City Plan) that supports both the above IPD in Section 4.A. and a future residential planned development (“RPD”) as outlined below in Section 4.E. and generally consistent with the revised text and map exhibits attached hereto as **Exhibit “H”** (“CPA”). The City Council’s target for the adoption hearing for the CPA shall be prior to March 31, 2020. Attached hereto as **Exhibit “J”** is the estimated schedule for obtaining the approval of the Comprehensive Plan Text Amendment and the Future Land Use Map Amendment. Both City staff and BGM will respond within thirty (30) days of receipt of any submittals/sufficiency reviews.

D. The City agrees to expeditiously consider an application for an Administrative Amendment and accompanying Limited Review Development Order (collectively, the “BE 278 Approvals”) for reshaping and removal of top soil from the property identified on **Exhibit “E”** referenced above, including a proposed License Agreement attached hereto as **Exhibit “G-2”**. Both City staff and BGM will respond within thirty (30) days of receipt of any submittals/sufficiency reviews. Final City staff consideration shall be made prior to March 31, 2020.

E. The City agrees to expeditiously schedule the City Zoning Board and City Council meetings to consider whether to approve a RPD subsequent to the above CPA (if approved) in Section 4.C., which supports the residential rezoning of the Property and is consistent with the draft RPD Parameters and Master Concept Plan, Property Development Uses / Regulations and Schedule of Deviations attached hereto as **Exhibit “I”** (collectively, the “RPD Plans”). The target final City Council hearing for the RPD Plans shall be prior to March 31, 2020. Attached hereto as **Exhibit “J”** is the estimated schedule for approving the RPD Plans. Both City staff and BGM will respond within thirty (30) days of receipt of any submittals/sufficiency reviews.

F. The IPD Amendment without offsite road improvements and payment of road impact fees, the modification of BG Mine’s existing Development Order for expanded mining

excavation without offsite road improvements or payment of road impact fees, the CPA, the BE 278 Approvals, and the RPD Plans, as set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E. above are collectively referred to herein as the "Entitlements."

G. In the event that the City approves: (A) this Agreement; (B) the IPD Amendment without offsite road improvements and payment of road impact fees; (C) the modification of BG Mine's existing Development Order for expanded mining excavation without offsite road improvements and payment of road impact fees; (D) the CPA; (E) the BE 278 Approvals; and (F) the RPD Plans, all as set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E. above, BGM shall file Notices of Voluntary Dismissal with Prejudice in the Litigation within ten (10) days of the date on which such Entitlements become effective.

H. The Parties agree to file Joint Motions to Abate the Litigation within five (5) days of the Effective Date of this Agreement.

I. The City acknowledges that pursuant to the BGM RPD, additional land or easements may be required along segments of Bonita Grande Drive located north of Bonita Beach Road, as well as at certain road intersections on Bonita Grande Drive and East Terry Street. The additional lands or easements may be needed for a planned required / improved two lane road cross-section for Bonita Grande Drive including utilities, landscaping, sidewalks and intersection improvements that will serve the BGM RPD and the City's planned Lake Park on the north end of the BGM RPD. The City will cooperate with BGM to the extent the law permits in the dedication to the City of the public access easement for the aforementioned roadway. BGM agrees to indemnify the City for any and all costs incurred by the City in assisting BGM in obtaining any necessary land or easements.

J. Prior to taking possession, City will have the right, at its sole cost and risk, to conduct inspections and environmental assessment of the proposed Lake Park. Any data obtained shall be immediately provided to BGM, including any reports and conclusions. If environmental contamination is found to have occurred City and BGM must agree upon a mitigation plan within 30 days of notice. If a mitigation plan is not agreed to the City may terminate any remaining obligations under this Agreement.

Section 5. Scope of Agreement. The Parties' obligations and rights under this Agreement are expressly made contingent upon the City's approval by no later than July 1, 2020, (the "Entitlements Deadline") of (A) this Agreement; (B) the IPD Amendment without offsite road improvements or payment of road impact fees; (C) the modification of BG Mine's existing Development Order for expanded mining excavation without offsite road improvements or payment of road impact fees; (D) the CPA; (E) the BE 278 Approvals; and (F) the RPD Plans, all as set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E. above. In the event that the City does not approve the following by the Entitlements Deadline: (A) this Agreement; (B) the IPD Amendment without offsite road improvements or payment of road impact fees; (C) the modification of BG Mine's existing Development Order for expanded mining excavation without offsite road improvements or payment of road impact fees; (D) the CPA; (E) the BE 278 Approvals; and (F) the RPD Plans, as set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E. above, this Agreement shall be null and void except for those sections expressly surviving a termination under this Section 5,

and the Parties shall retain all of their rights, including, but not limited to, continuing with the Litigation. No term or condition of this Agreement shall be construed as to proscribe, limit, or affect the ability of the City presently to enforce its Comprehensive Plan, its Land Development Code, or any other authority granted by law concerning the development of the Property.

Section 6. No Contract Zoning. The Parties understand and agree that the City, by entering into this Agreement, has not bound itself contractually to exercise its discretionary regulatory and/or land use approval authority in any particular manner, except as in conformance with procedural and substantive due process strictures, as well as in full compliance with all Federal, State, and City laws applicable hereto. By the same understanding and agreement, BGM will be fully released by the City from any and all obligations set out herein, if the City does not fully execute and deliver upon all contingent considerations set out in the terms of this Agreement including, without limitation, final approval of the Entitlements beyond possibility of appeal.

Section 7. Mutual Releases. In the event that the City votes to approve all Entitlements by the Entitlements Deadline as set out hereinabove:

- A. BGM hereby waives and releases, acquits, satisfies, and forever discharges the City, including its elected officials and employees, and any and all affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the "City-Related Parties"), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which BGM ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, BGM covenants with and warrants to the City, including the City-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against the City, including the City-Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement, through the last date of compliance with all terms of this Agreement.
- B. The City hereby waives and releases, acquits, satisfies, and forever discharges BGM, including its officers, members, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, heirs, and assigns thereof (collectively, the "BGM-Related Parties"), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the City ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the City covenants with and warrants to BGM, including the

BGM-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against BGM, including the BGM-Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement, through the last date of compliance with all terms of this Agreement.

Section 8. Enforcement. This Agreement shall be jointly submitted to the Court in the 17-CA-4036 case for approval and order of abatement. The terms of the Agreement may be enforced by any and all remedies provided in law or equity, including, without limitation, a motion for declaratory and/or injunctive relief brought in the 17-CA-4036 action. Time being of the essence in this Agreement, the Parties agree that any such motion shall be promptly set for a dispositive hearing. This section shall survive a termination under Section 5.

Section 9. Governing Law; Venue. This Agreement, and any issues relating to it or its subject matter, shall be construed, interpreted, enforced, and governed in accordance with, and governed by, the substantive laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be solely in the Circuit Court in and for Lee County, Florida. This section shall survive a termination under Section 5.

Section 10. Default by City. In the event the City refuses to consider whether to approve any of the Entitlements set forth in Sections 4.A., 4.B., 4.C., 4.D., and 4.E., the Parties agree that such refusal shall constitute a breach of this Agreement. Under such circumstances, all abated litigation shall resume *status quo ante* and BGM shall be entitled to pursue in Circuit Court an award of attorneys' fees and costs incurred in the preparation of and execution of BGM's efforts taken with regard to this Agreement and its pursuit of the Entitlements. Such an award of attorneys' fees shall not include the attorneys' fees incurred in determining the amount of such attorneys' fees ("Fees for Fees"). This section shall survive a termination under Section 5.

Section 11. Further Understandings and Agreements.

A. This Agreement constitutes the entire understanding between the Parties with respect to the settlement of the Litigation. All prior negotiations and understandings, whether verbal or written between said parties, collectively, jointly, and/or severally, and their agents, employees, and representatives are merged herein and fully set forth at length. Each party hereto acknowledges, represents, and warrants that, except as expressly set out in this Agreement, no representation of fact or law has been made by those released hereby, or their counsel, or any other person, and that this Agreement is not based upon any such unstated representations, the undersigned, or their counsel, having investigated to the fullest extent possible the factual and legal issues involved in this matter. To the extent that the provisions of this Agreement are inconsistent with the provisions of the Mediated Settlement Agreement referenced above as **Exhibit "B"**, the terms of this Agreement shall control for purposes of contractual construction and interpretation. Furthermore, to the extent the provisions of this Agreement are inconsistent with any of the Exhibits attached hereto, this Agreement shall control for the purposes of contractual construction, interpretation, dispute resolution or remedies.

B. It is understood and agreed that this settlement is a final compromise of a dispute, and the Parties acknowledge that this Agreement is in no way an admission or concession of liability or wrongdoing by any party, but is simply an attempt to resolve, without litigation, the matters in dispute among the Parties. The existence of this Agreement, or the settlement terms set forth herein, shall not be admissible in any action based on takings, condemnation, inverse condemnation, or the Bert J. Harris, Jr., Private Property Rights Protection Act, Section 70.011, *et seq.*, *Florida Statutes*.

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

D. The City is duly organized and validly existing under the Constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder; and City is further duly authorized to execute and deliver this Agreement without further approval or authorizations, except as provided for herein.

E. BG Mine, LLC, is duly organized and validly existing under the laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder; and BGM's Manager is further duly authorized to execute and deliver this Agreement without further approval or authorizations.

F. BE 278, LLC, is duly organized and validly existing under the laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder; and BE 278's Manager is further duly authorized to execute and deliver this Agreement without further approval or authorizations.

G. This Agreement shall not preclude BGM in the future from modifying the Entitlements subject to City review and approval.

Section 12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

Section 13. Non-Waiver. Failure by the City or BGM to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the City and BGM, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

Section 14. Construction; Headings. Should any provision of this Agreement require interpretation in any judicial, administrative, or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the construction of a document is to be construed more strictly against the party who prepared the same, it being agreed that the Parties hereto have fully participated in the

preparation of this Agreement. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the Litigation. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

Section 15. Interpretation. This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term, or otherwise, shall have the same meaning and interpretation as customarily used among lay persons. The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder,” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

Section 16. Amendments. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated, except by an instrument in writing, executed by all Parties affected by such amendment.

Section 17. Severability. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by a final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby so long as the remainder Agreement does not result in a material forfeiture of either party’s agreed exchange of consideration. It is the intention of the Parties that if any such clause or provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid, and enforceable.

Section 18. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement, or any provisions or conditions hereof, other than as expressly stated herein.

Section 19. Purpose of this Agreement; Not Establishing Precedent. By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the Litigation, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of

any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Litigation. The acceptance of proposals for purposes of this Agreement is part of a mediated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

Section 20. Attorneys' Fees; Costs. The Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the Litigation and in the preparation of this Agreement.

Section 21. Notices. All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To BGM:

Rodney Welty
142 West Station Street
Barrington, Illinois 60010

With a copy to:

S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232

(b) To BE 278:

Rodney Welty
142 West Station Street
Barrington, Illinois 60010

With a copy to:

S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232

(c) To the City:

City of Bonita Springs
c/o City Manager
City Hall
9101 Bonita Beach Road
Bonita Springs, Florida 34135

With a copy to:

Derek Rooney, Esquire
Gray Robinson
1404 Dean Street, Suite 300
Fort Myers, Florida 33901

David A. Theriaque, Esquire
S. Brent Spain, Esquire
Theriaque & Spain
433 N. Magnolia Drive
Tallahassee, Florida 32308

or to such other address as any Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

Section 22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

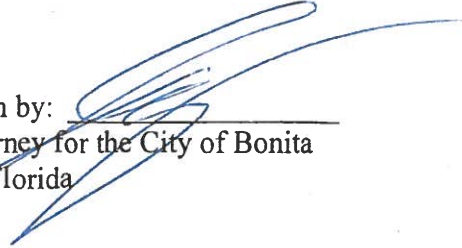
Section 23. Effective Date. This Agreement shall become effective upon the date of execution by the last of the Parties.

Section 24. Survivability. All provisions that logically ought to survive termination and of this Agreement shall survive.

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

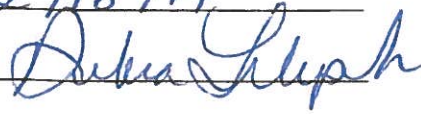
CITY OF BONITA SPRINGS, FLORIDA

By: 

Approved in form by: 
City Attorney for the City of Bonita
Springs, Florida

Title: Mayor

Dated: 12/18/19

Certified: 

WITNESSES

Debra Filipek
Print Name: _____

[Signature]
Print Name: NED DEWHIRST

BG Mine, LLC, a Florida limited liability company,

By: OBPFL-BG MINE, LLC, a Florida limited liability company, its Manager

By: Oakbrook Properties, Inc., a Delaware corporation, its Manager

BY: [Signature], PWS
Date: 12/17/19

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17 day of December 2019, by David McArdle, as Manager of BG Mine, LLC, on behalf of said entity. Said person (check one) is personally known to me or produced Driver's License as identification.

(Notary Seal)



Printed Name: Debra Filipek
Notary Public, State of _____
Commission No. _____
My commission expires: _____

WITNESSES

Debra Filipek
Print Name: _____

[Signature]
Print Name: NED DEWHAIT

BE 278, LLC, a Florida limited liability company,

By: [Signature]

Its: Manager

Date: 12/17/19

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17 day of December 2019, by David McArdle, as Manager of BE 278, LLC, on behalf of said entity. Said person (check one) is personally known to me or produced DRIVERS LICENSE as identification.

(Notary Seal)

Printed Name: Debra Filipek
Notary Public, State of _____
Commission No. _____
My commission expires: _____



Exhibit A

EXHIBIT II-B-1 AND II-B-2

EXHIBIT "A"
LEGAL DESCRIPTION
Property located in Lee County, Florida



Brunns & Bruns, Inc.

1072 South Shomass North
Naples, Florida 34108
(341) 861-5965
Corporation No.
L.B. 3261

DESCRIPTION SECTION 17 & 20
TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

Commencing at the Point of Beginning which is the Southwest corner of Section 20, Township 47 South, Range 26 East, Lee County, Florida: thence North 01° 08' 52" West for 5285.70 feet along an agreed upon line per Official Record Book 2061, Page 3137 of the Public Records of Lee County, Florida; thence continue along said agreed upon line North 01° 06' 50" West for 1339.84 feet; thence South 88° 58' 01" West for 191.18 feet along an agreed upon line per Official Record Book 2061, Page 3137, and Page 3139 of the Public Records of Lee County, Florida to the West line of Section 17, Township 47 South, Range 26 East, Lee County, Florida; thence continue along said agreed upon line which is the West line of said Section 17 North 04° 41' 01" West for 4013.11 feet to the Northwest corner of said Section 17; thence North 87° 28' 17" East for 2575.75 feet along the North line of said Section 17 to the North ¼ corner of said Section 17; thence continue along said North line North 87° 28' 22" East for 2575.93 feet to the Northeast corner of said Section 17; thence along the East line of said Section 17 South 05° 01' 45" East 2689.09 feet to the East ¼ corner of said Section 17; thence continue along said East line South 05° 01' 37" East 2688.71 feet to the Southeast corner of said Section 17 and the Northeast corner of said Section 20; thence along the East line of said Section 20 South 03° 50' 45" East for 2684.71 feet to the East ¼ corner of said Section 20; thence continue along said East line South 03° 50' 58" East for 2684.65 feet to the South east corner of said Section 20; thence along the South line of said Section 20 South 88° 34' 10" West 2665.01 feet to the South ¼ corner of said Section 20; thence continue along said South line of Section 20 South 88° 34' 05" West for 2664.64 feet to the Point of Beginning.

David B. Bruns
David B. Bruns, PLS
Fl. Cert. No. 4520



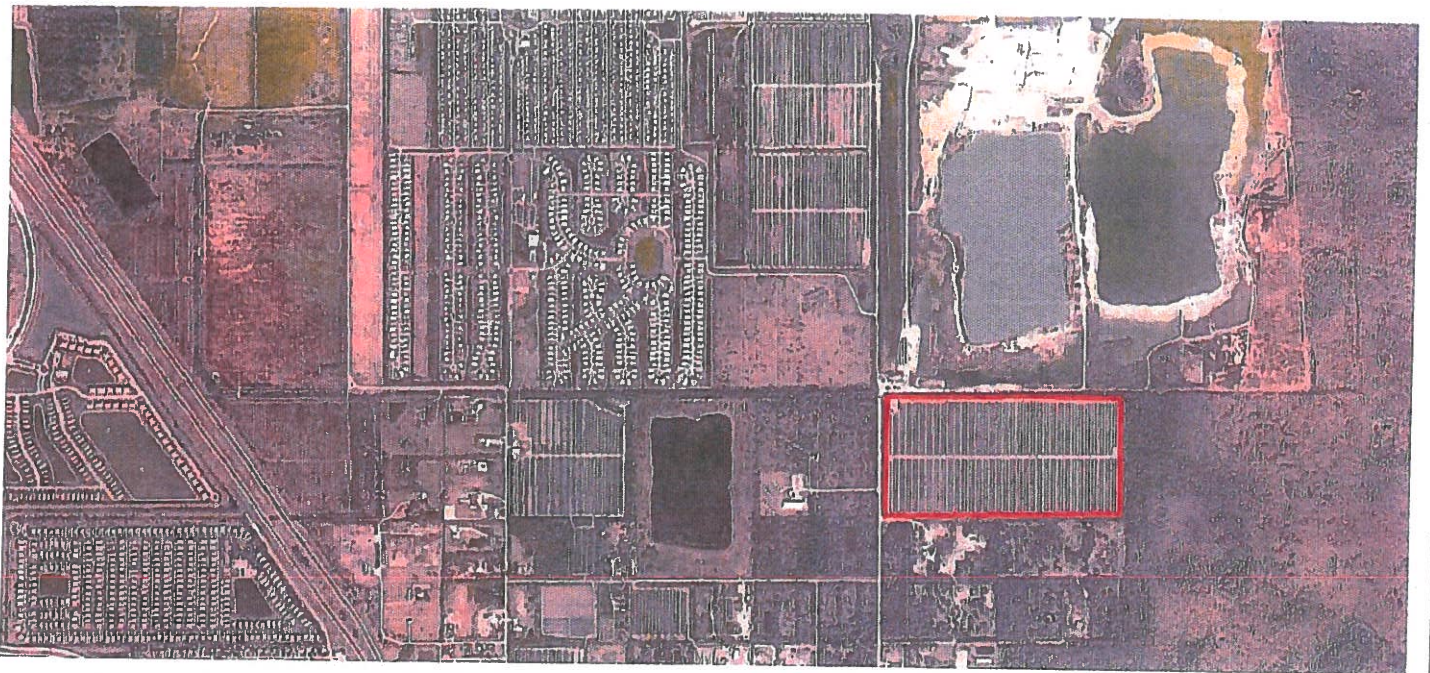
Applicant's Legal Checked

by *gms* 1/25/02

PAGE 1 OF 2

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4



- Strap #29-47-26-B1-00101.0000
- #29-47-26-B1-00113.0000
- #29-47-26-B1-00105.0000
- #29-47-26-B1-00112.0000
- #29-47-26-B1-00111.0000
- #29-47-26-B1-00110.0000
- #29-47-26-B1-00109.0000

Exhibit B

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA

BG MINE, LLC, a Florida
Limited Liability Company,

Plaintiff,

v.

Case No. 17-CA-004036

CITY OF BONITA SPRINGS,

Defendant.

MEDIATED SETTLEMENT AGREEMENT

Pursuant to the Mediation Conference held on August 27, 2019, at City Hall, 9101 Bonita Beach Road, Room 118, Bonita Springs, Florida 34135, the parties agree as follows:

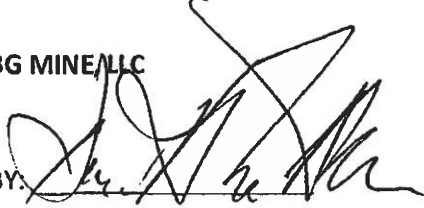
1. BGM agrees to transfer title to the City acreage from the property known as BG Mine, to include use of the entire northern most lake pursuant to a mutually agreeable joint use agreement and as generally depicted on the attached Exhibit A, for the purposes of public recreation. The parties will coordinate on a master storm water system for the entire BG Mine site; any additional improvements requested by the City above and beyond what is required for the BG Mine site must be mutually agreeable, at the City's costs, and shall have no impacts on the residential development. The upland acreage will be determined as sufficient to accommodate a regional public park consistent with the upland areas depicted on Exhibit A.
2. BGM agrees to sell to the City the parcel known as Bonita 278, which consists of approximately 248 acres, for an approximate value of \$5,000,000, and BGM will retain license to remove topsoil from Bonita 278. The parties may opt to include the adjacent 30-acre parcel to the south for additional consideration.

3. The City agrees to allow 650 residential units, plus related on-site commercial, recreation, and management facilities (not trip-generating) as necessary, on the future residential development on the property currently known as BG Mine.
4. The City will waive road impact fees for said future development on BG Mine.
5. The City will require no widening or traffic improvements to Bonita Grande Drive or West Terry Street, but BGM will be responsible for their proportionate share of any intersection improvements, when warranted, at the intersections of: (1) Terry Street and Bonita Grande, (2) Terry Street and Morton Road, and (3) Bonita Grande and Bonita Beach Road.
6. Any proposed settlement agreement will provide detailed schedules and proposals for any necessary land use amendments or zoning approvals necessary to effectuate the agreement by a target goal of March 31, 2020, including the processing and consideration of approval of the currently submitted BGM Industrial Planned Development (IPD) amendment.
7. The parties agree to cooperate to extend litigation deadlines related to any litigation between the parties in order to facilitate this proposed settlement agreement, provided however, postponement of trial is subject to approval of the final settlement agreement by Council.
8. The City Attorney will request an executive session at the next City Council meeting currently scheduled for September 4th to explain the terms of the proposed agreement to Council members and target an executive session for the week of September 16th and potential settlement agreement on October 2nd.
9. The parties agree that the terms of this agreement shall remain confidential until the conclusion of any relevant litigation between the parties. However, BGM may show this agreement to its lender for purposes related to facilitating the terms contained herein.

10. The proposed mediated settlement agreement is not binding nor effective against either party until such time that the City Council subsequently approves a formal settlement agreement at a public hearing.

BG MINE/LLC

BY:



CITY OF BONITA SPRINGS

BY:



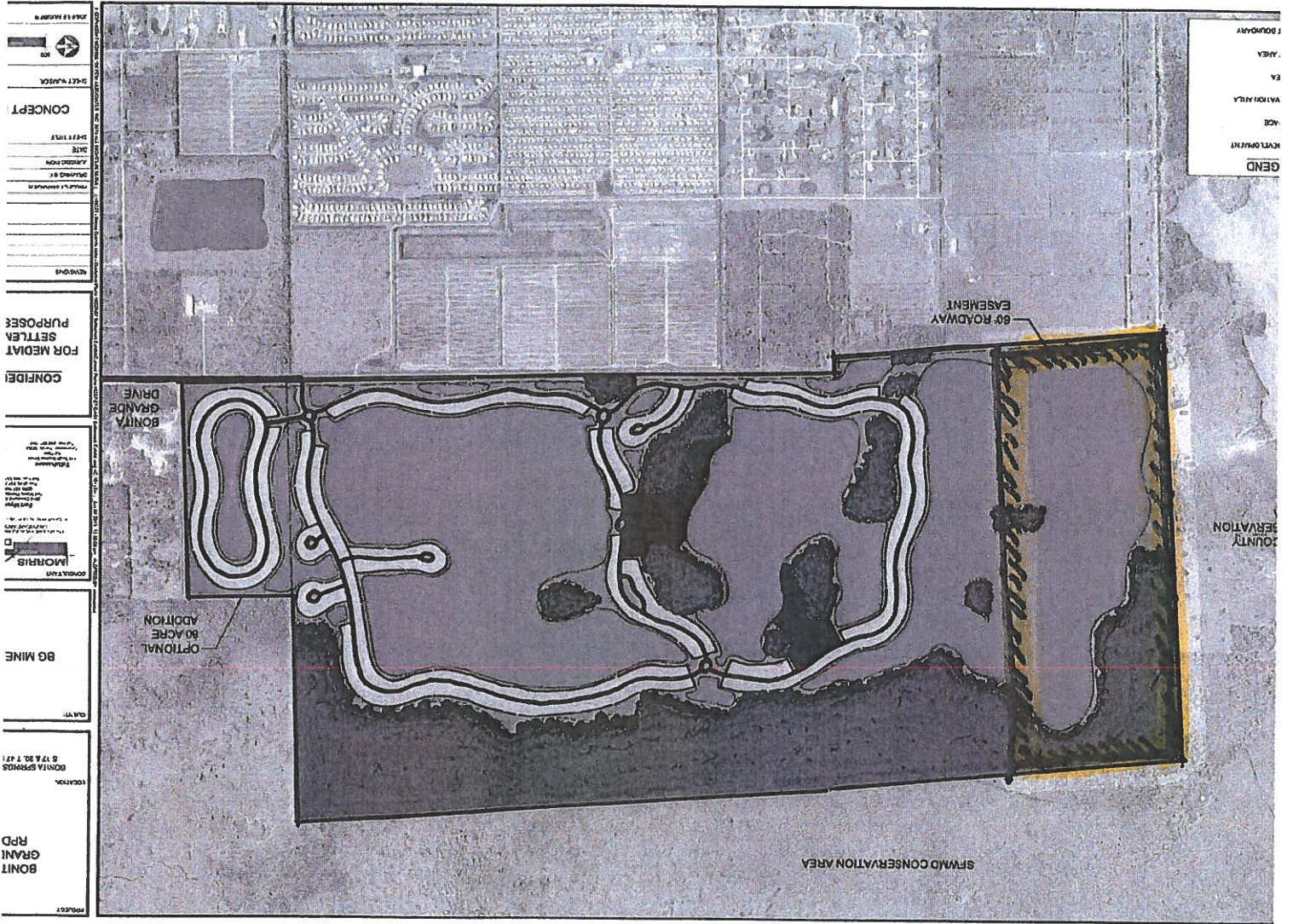


EXHIBIT A

Exhibit C

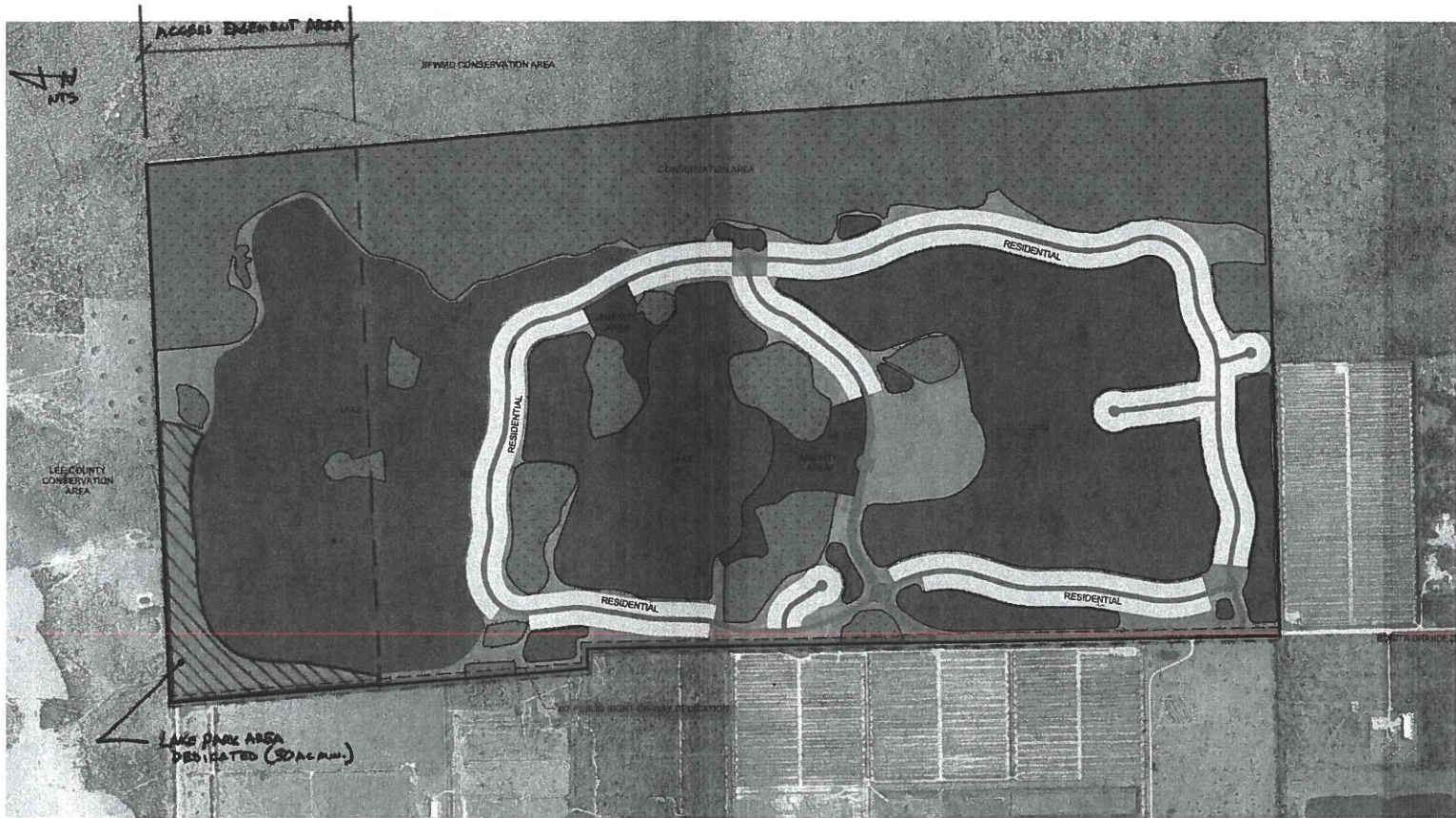


EXHIBIT C

Exhibit D

JOINT USE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the **CITY OF BONITA SPRINGS**, a municipal corporation under the laws of Florida, having its principal office at 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (hereinafter "City"), and **BG MINE, LLC**, a Florida Limited Liability Company, whose address is 23150 Fashion Drive #235, Estero, FL 33928 (hereinafter "BGM").

WHEREAS, BGM is the owner of property commonly known as the Bonita Grande Mine (the "Mine Property") described in the legal description attached as **Exhibit "A"** and within the Settlement Agreement entered into between the City and BGM on November 20, 2019; and

WHEREAS, BGM and the City entered into the aforementioned Settlement Agreement that obligated BGM to transfer title and grant an easement to the City for a northern portion of the Mine Property and a 60 foot roadway easement (future right-of-way), both depicted on a sketch attached as **Exhibit "B"** (the "Lake Park") to said Settlement Agreement, for the purposes of passive public recreation and pursuant to a joint use agreement; and

WHEREAS, the parties wish to document the City's certain rights and restrictions to use the Lake Park;

NOW THEREFORE, in consideration of the foregoing and the mutual benefits and promises contained herein, it is hereby agreed as follows:

1. BGM and City agree that the Lake Park is limited to the types of uses as listed attached hereto as **Exhibit "C"** that are generally associated with a passive recreational / low impact type public park. Such use constitutes a blanket easement for the areas depicted in Exhibit B in favor of the City and the general public as invitees subject to the restrictions contained herein.
2. BGM and City will agree on a master development plan for the Lake Park the earlier of: i) prior to any permitting for the Lake Park by the City or, ii) concurrent with BGM's RPD development order application review. This will include hours of operation.
3. BGM will be responsible for design and permitting of the master stormwater management plan for the Mine Property which includes the Lake Park area less any City improvements. The City will be responsible for design and permitting all improvements within the Lake Park including providing their own stormwater attenuation and water quality requirements. The City is allowed to construct and maintain at their sole cost elevated boardwalks / walkways within the conservation easements, subject to approvals by the appropriate permitting agency and BGM.
4. During the permitting for the master stormwater management plan for the Mine Property, the Parties will coordinate on any additional storm water improvements requested by the City above and beyond BGM's proposed master surface water management system that meets the requirements of the South Florida Water Management District (SFWMD) for the Property. Any agreed upon additional improvements will be at the City's sole cost and shall have no impacts on the BGM's residential development.
5. The parties agree that the BGM master association at its sole cost will operate and maintain the lake and conservation easements within the Lake Park per approved permits. The parties agree that the City at their sole cost will operate and maintain their improvements within the Lake Park per approved permits.
6. BGM and/or the BGM master association shall have the right to review / approve (not unreasonably withheld) all structures and improvements within the Lake Park for but not limited to architecture, landscaping, drainage, mitigation, lighting, signage, layout, and orientation. All structures and improvements where possible shall be screened using landscaping and/or other techniques as may be required to mitigate any residential view and noise impacts from such structures/improvements.
7. Any structures allowed by this agreement built by the City into, over or on the lake must be constructed with appropriate permits from all applicable government agencies and said structure shall be

maintained by the City in accordance with all appropriate permits. All said structures shall be maintained in a good state of repair or said structures must be removed from the lake. Should the City fail to remove an unsafe / unmaintained structure(s) from the lake, BGM shall have the right and ability to remove the unsafe / unmaintained structure(s) and forward the invoice for said work to the City, who shall then immediately reimburse BGM for removing such structure(s); provided, however, that BGM shall first provide written notice to the City providing reasonable time to repair or replace the unsafe structure(s).

8. All liability for any injury of any kind whatsoever occasioned on, around, or associated with the Lake Park shall be that of the City unless said liability has been transferred to, and accepted by, a property owner's association, an operator of the facility, lessee of the facility, and user of the facility, or some other legal entity.

9. The City will provide or post rules, regulations or restrictions for all recreational users of the Lake Park. The rules, regulations or restrictions shall preclude anyone under the influence of alcoholic beverages or narcotics from utilizing the lake. The rules shall inform the public that there are areas of the lake with depths in excess of 12 feet and that native wildlife are present within the Lake Park.

10. All litter, debris, and other contaminants deposited in the water or along the shoreline caused by any activity on the upland property of the Lake Park shall be the responsibility of the City, and said entity shall take whatever steps are necessary to remove the contaminants from the water and to restore the water quality in the lake.

11. No signage shall be permitted in the lake, except safety signage.

12. BGM, or its successors in interest, may utilize the lake(s) for drainage and recreational purposes. Nothing in this Agreement shall be construed to limit or otherwise restrict or impair BGM's ability to use the lake(s) for recreation, drainage, water storage, water quality attenuation, or any other use related to storm water management, water quality, or wetland mitigation. BGM or its successors in interest may utilize the lake for irrigation purposes, which includes the right to pump water from the lake. Any use of the lake for drainage or consumptive use shall be in accordance with the requirements of the SFWMD.

13. The terms of this Agreement shall be enforceable through injunctive or other appropriate relief in the Circuit Court of Lee County, Florida, except as may be provided otherwise by applicable law.

14. The terms and conditions of this Agreement are binding on, and the rights inure to the benefit of, BGM and City, and their successors in interest and assigns.

15. BGM reserves the non-exclusive right to use the lake for recreational, navigational, irrigation, and drainage purposes.

16. Nothing in this Agreement prevents the City from further restricting the uses of the Lake Park.

17. The City's right to use of the lake does not give anyone entering the lake from docks, beaches and the like, the right to dock, anchor, or exit the lake at any place along the shoreline of the lake unless it is at a dock, pier, shoreline, etc., which is open to the general public.

18. No parties shall launch fireworks or other pyrotechnic devices. Fireworks or pyrotechnic devices / displays are expressly prohibited.

19. Any reference to BGM in this document means its successors in interest, assigns, or designees, subject to the rights, obligations and restrictions contained herein as a successor in interest to and to the same extent as BGM.

20. The terms of this Agreement shall be interpreted pursuant to the laws of the State of Florida. There shall be no presumption that the terms of this Agreement should be construed against the drafter of the document.

21. In the event that any part, term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, the validity of the remaining portions and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

22. Venue for any litigation arising under this Agreement shall be in Lee County, Florida, except as otherwise provided by applicable law.

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

Witness Signature

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of **BG MINE, LLC**, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

BGM:

BG MINE, LLC, a Florida limited liability company

By: _____

Its: _____

Date: _____

Notary Public

Print/Type Name of Notary

Commission No. _____

ATTEST:

By: _____
City Clerk

Approved as to Form and Legal
Sufficiency

By: _____
Derek Rooney, City Attorney

CITY:

CITY OF BONITA SPRINGS, a municipal
corporation under the laws of Florida

By: _____

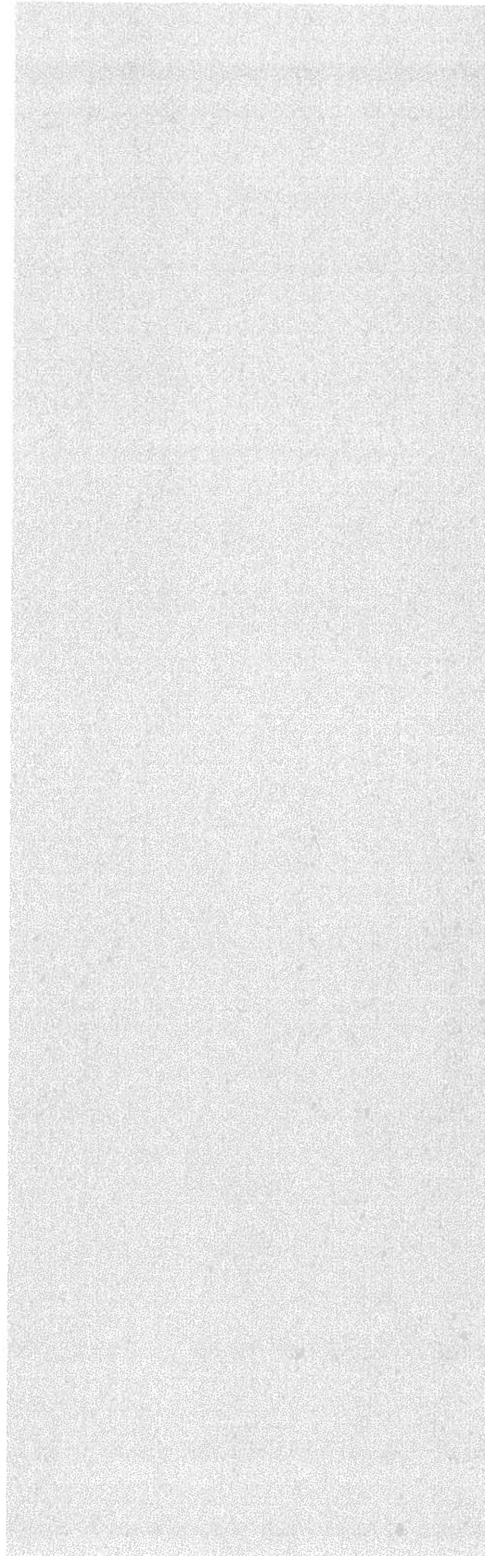


EXHIBIT "A"
Legal Description of Mine Property

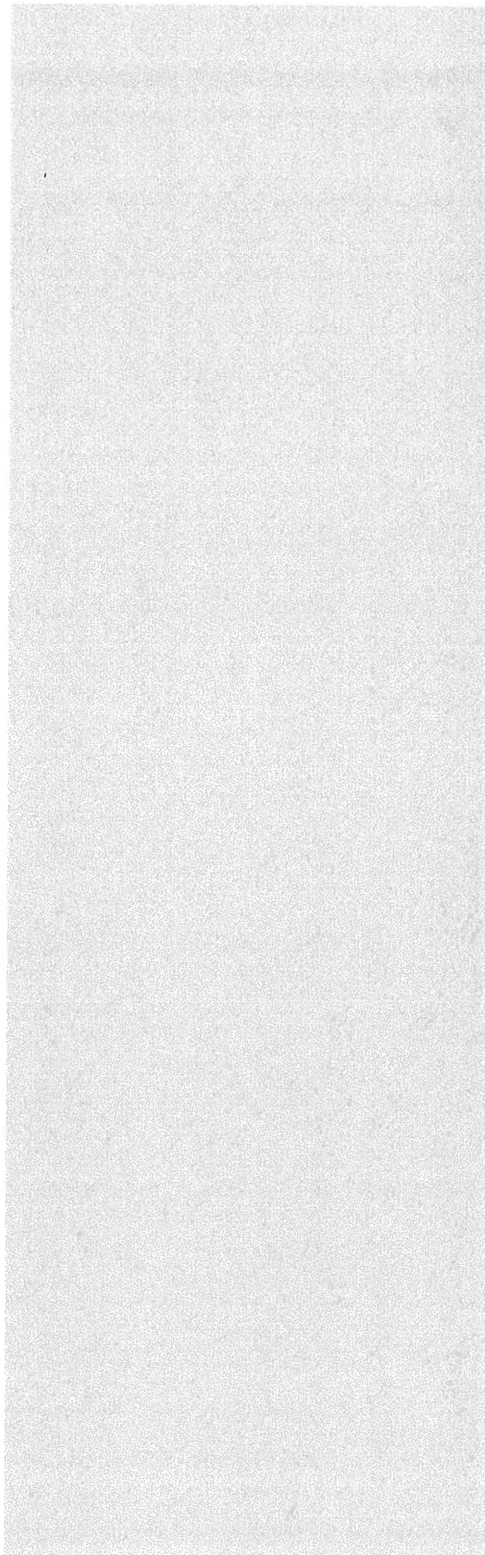


EXHIBIT "B"
Sketch of Lake Park

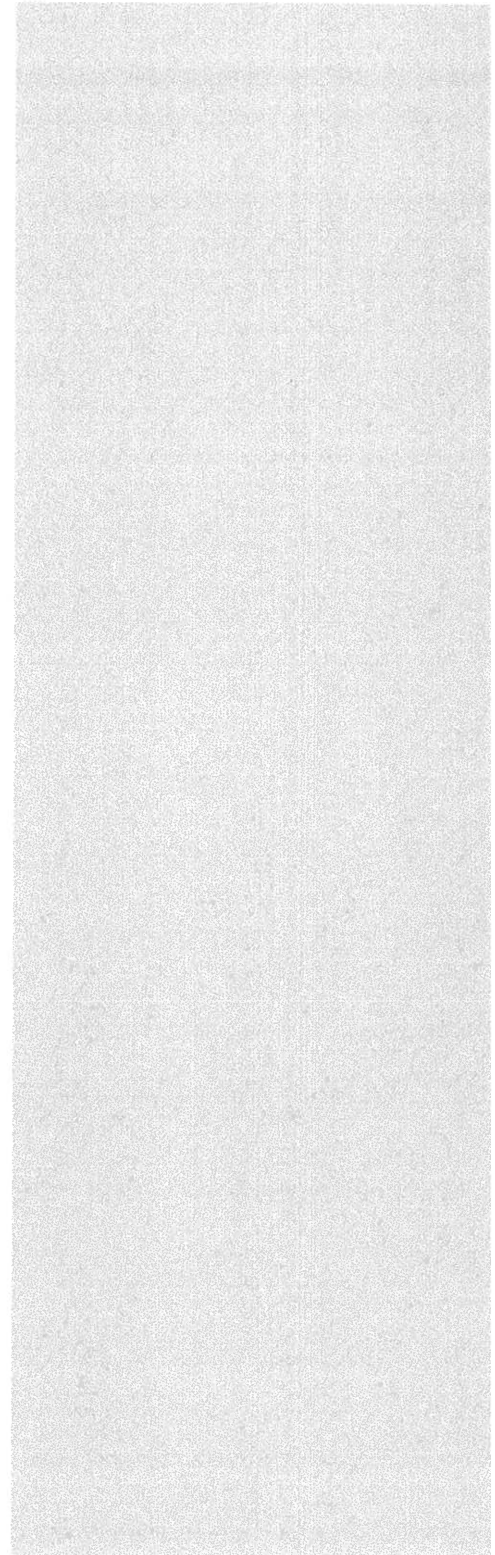


EXHIBIT "C"
Permitted Uses for Lake Park

Parks:

Group I - Limited to fishing piers; Nature or Wildlife Preserves; Passive recreational and educational activities including, but not limited to, hiking, nature trails and similar activities requiring few or no on-site facilities

Group II - Limited to boat ramps (kayaks / canoes only); nature center; community park; regional park

Parking Lot, accessory to park use

Recreational Facilities, Commercial Group III - *Limited passive recreational & educational activities including but not limited to hiking, nature trails and similar activities requiring few or no on-site facilities*

Signs in accordance with Chapter 6

Vacant Land Contract

1. Sale and Purchase: BE 278, LLC ("Seller")
 and CITY OF BONITA SPRINGS ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:
 Address: [NONE]
 Legal Description: _____
+/- 248 ACRES EAST OF INTERSTATE 75 AND SOUTH OF THE BONITA SPRINGS UTILITIES FACILITY AS
LEGAL DESCRIBED IN THE ADDENDUM ATTACHED HERETO.

 SEC 24 /TWP /47 /RNG 25 of Lee County, Florida. Real Property ID No.: 10585070
 including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency).....\$ 4,989,000.00
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 Escrow Agent's Name: Moore, Bowman & Reese, P.A.
 Escrow Agent's Contact Person: S. William Moore, Esq.
 Escrow Agent's Address: 551 N. Cattlemen Road, Suite 100, Sarasota, FL 34232
 Escrow Agent's Phone: (941) 365-3800
 Escrow Agent's Email: bmoore@mbrfirm.com (and copy to ksasse@mbrfirm.com)

- (a) Initial deposit (\$0 if left blank) (Check if applicable)
 - accompanies offer
 - will be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date\$ _____ -0-
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 - within _____ days (10 days if left blank) after Effective Date
 - within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____
- (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____
- (d) Other:\$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds\$ 4,989,000.00
- (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is lot acre square foot other (specify): _____ prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before December 6, 2019, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. Closing Date: This transaction will close on See Addendum ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

Buyer and Seller acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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51 **5. Financing: (Check as applicable)**

52 (a) Buyer will pay cash for the Property with no financing contingency.

53 (b) This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
54 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
55 Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____
56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
58 Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be
59 returned.

60 (1) **New Financing:** Buyer will secure a commitment for new third party financing for \$ _____
61 or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
62 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
63 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
65 disclose all such information to Seller and Broker.

66 (2) **Seller Financing:** Buyer will execute a first second purchase money note and mortgage to
67 Seller in the amount of \$ _____, bearing annual interest at _____% and payable as
68 follows: _____

69 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
71 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
74 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
76 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
77 Seller will make the loan.

78 (3) **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to
79 _____

80 LN# _____ in the approximate amount of \$ _____ currently payable at
81 \$ _____ per month, including principal, interest, taxes and insurance, and having a
82 fixed other (describe) _____
83 interest rate of _____% which will will not escalate upon assumption. Any variance in the
84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
85 purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
86 the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
87 failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
88 Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

89 **6. Assignability: (Check one)** Buyer may assign and thereby be released from any further liability under this
90 contract, may assign but not be released from liability under this contract, or may not assign this contract.

91 **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
92 deed special warranty deed other (specify) _____, free of liens, easements,
93 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95 other matters to which title will be subject) SEE ADDENDUM
96 provided there exists at closing no violation of the foregoing.

97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99 Seller will deliver to Buyer, at

100 (Check one) Seller's Buyer's expense and

101 (Check one) within 20 days after Effective Date at least _____ days before Closing Date,

102 (Check one)

103 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
104 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
106 paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
107 Buyer within 15 days after Effective Date.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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108* ~~(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an~~
109 ~~existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy~~
110 ~~acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy~~
111 ~~will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy~~
112 ~~effective date and certified to Buyer or Buyer's closing agent together with copies of all documents~~
113 ~~recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,~~
114 ~~then (1) above will be the title evidence.~~

115* (b) **Title Examination:** After receipt of the title evidence, Buyer will, within 20 days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
117 to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
118* Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
120 of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after
122 receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).

129 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.



130 8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
131 conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or
132 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134* (1) **Feasibility Study:** Buyer will, at Buyer's expense and within 30 days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine
136 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that Buyer deems appropriate. ~~If the Property must be~~
143 ~~rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all~~
144 ~~documents Buyer is required to file in connection with development or rezoning approvals. Seller gives~~
145 Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will
148 indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien
152 being filed against the Property without Seller's prior written consent. If this transaction does not close,
153 Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's
157 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
159 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
160 Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

161* ~~(2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including~~
162 ~~being satisfied that either public sewerage and water are available to the Property or the Property will be~~
163 ~~approved for the installation of a well and/or private sewerage disposal system and that existing zoning~~

Buyer  () and Seller  () acknowledge receipt of a copy of this page, which is 3 of 7 pages.
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164 ~~and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,~~
165 ~~growth management, and environmental conditions, are acceptable to Buyer. This contract is not~~
166 ~~contingent on Buyer conducting any further investigations.~~

- 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
169 expired or if Paragraph 8(a)(2) is selected.
- 170 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government
171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
172 to improving the Property and rebuilding in the event of casualty.
- 173 (d) ~~Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as~~
174 ~~defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required~~
175 ~~by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The~~
176 ~~Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that~~
177 ~~govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach~~
178 ~~nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida~~
179 ~~Department of Environmental Protection, including whether there are significant erosion conditions associated~~
180 ~~with the shore line of the Property being purchased.~~
181* Buyer waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
183 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
184 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds
185 to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the
187 costs indicated below.

188 (a) **Seller Costs:**
189 Taxes on deed
190 Recording fees for documents needed to cure title
191 Title evidence (if applicable under Paragraph 7)
192* Other: _____

193 (b) **Buyer Costs:**
194 Taxes and recording fees on notes and mortgages
195 Recording fees on the deed and financing statements
196 Loan expenses
197 Title evidence (if applicable under Paragraph 7)
198 Lender's title policy at the simultaneous issue rate
199 Inspections
200 Survey
201 ~~Insurance~~
202* Other: _____

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller
208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
210 has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be
211* paid in installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
212 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

Buyer  () and Seller  () acknowledge receipt of a copy of this page, which is 4 of 7 pages.

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
232 **this contract.**

233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.

239 **12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and Buyer's deposit(s) will be returned.

248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
253 **delivered to or received by that party.**

254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of Seller, Buyer, and Broker.

266 ~~**15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive~~
267 ~~closing or termination of this contract.~~

268 ~~(a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer~~
269 ~~may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting~~
270 ~~from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also~~
271 ~~be liable for the full amount of the brokerage fee.~~

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 5 of 7 pages.

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272 ~~(b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,~~
273 ~~including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the~~
274 ~~deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,~~
275 ~~consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer~~
276 ~~will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in~~
277 ~~equity to enforce Seller's rights under this contract.~~

278 **16. Attorney's Fees: Costs.** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. ~~This Paragraph 16 shall survive Closing or termination of this Contract.~~



281 **17. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 ~~**18. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations~~
291 ~~that are important to them and to consult an appropriate professional for legal advice (for example, interpreting~~
292 ~~this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor~~
293 ~~reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,~~
294 ~~property condition, environmental, and other specialized advice. Buyer acknowledges that broker does not reside~~
295 ~~in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller~~
296 ~~representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and~~
297 ~~government agencies for verification of the Property condition and facts that materially affect Property~~
298 ~~value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all~~
299 ~~levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising~~
300 ~~from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold~~
301 ~~harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or~~
302 ~~damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or~~
303 ~~display of listing data by third parties, including, but not limited to, photographs, images, graphics, video~~
304 ~~recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's~~
305 ~~performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,~~
306 ~~Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)~~
307 ~~products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each~~
308 ~~assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve~~
309 ~~Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.~~
310 ~~This Paragraph will survive closing.~~

311 ~~**19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by~~
312 ~~Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales~~
313 ~~Commission Lien Act provides that when a broker has earned a commission by performing licensed services~~
314 ~~under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the~~
315 ~~broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.~~

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

321* (a) NONE (Seller's Broker)
322* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
323* (specify): N/A
324* (b) NONE (Buyer's Broker)
325* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
326* compensation other (specify): N/A

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327• **21. Additional Terms:** _____
 328 See Addendum attached hereto.
 329 _____
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____
 341 _____
 342 _____

343 **COUNTER-OFFER/REJECTION**

344• Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 345 deliver a copy of the acceptance to Seller).
 346• Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 348 **signing.**

349• **Buyer:** CITY OF BONITA SPRINGS Pat Summa Date: 12/18/19

350• Print name: _____

351• **Buyer:** _____ Date: _____

352• Print name: _____

353 **Buyer's address for purpose of notice:**
 354• Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135

355• Phone: (239) 949-6262 Fax: _____ Email: _____

356• **Seller:** BE 278, LLC David A. McArchie, Trust of Mrs Date: 12/17/19

357• Print name: David A. McArchie

358• **Seller:** _____ Date: _____

359• Print name: _____

360 **Seller's address for purpose of notice:**
 361• Address: 23150 Fashion Drive #235, Estero, FL 33928

362• Phone: (239) 992-5529 Fax: _____ Email: ndewhirst@oakbrookco.com

363• **Effective Date:** _____ (The date on which the last party signed or initialed and delivered the
 364 **final offer or counter offer.)**

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**ADDENDUM
TO
VACANT LAND CONTRACT**

SELLER: BE 278, LLC

BUYER: CITY OF BONITA SPRINGS

PROPERTY: +/- 247 acre parcel in Bonita Springs, Florida (APN 24-47-25-B3-00001.1020 / 25-47-25-B2-00001.0010) (Folio # 10585070 / 10283436). Bonita Springs, Lee County, Florida

This is an addendum ("Addendum") to that Vacant Land Contract dated November ____, 2019 ("Contract"), by and between the above-referenced Seller and Buyer, for the sale of the above-referenced Property.

Seller and Buyer further agree as follows:

1. The Purchase Price shall be \$4,989,000.00.
2. The Property is legally described on **Exhibit A** hereto and is subject to certain Reserved Easements in favor of Bonita Springs Utilities (BSU), as contained in Deed recorded January 2, 2018, at Instrument # 2018000000234, Official Records of Lee County, Florida.
3. Closing shall be held at the office of the title and closing agent, law office of Steven J. Bracci, PA, 9015 Strada Stell Court, Suite. 102, Naples, Florida. 34109. Closing may occur by courier/mail-away.
4. The Closing Date set forth in Paragraph 4 of the Contract is amended to be thirty (30) days after the expiration of the appeal period following the date when the City grants and adopts by ordinance the approvals referenced in Paragraph 4 and executes the license agreement referenced in Paragraph 3.B., both in the of the Settlement Agreement between BG Mine, LLC, and the City of Bonita Springs, dated November ____, 2019.
5. Seller shall provide the City with copies of any surveys and environmental reports for the Property within ten (10) days after the Effective Date.
6. Venue for any disputes shall be Lee County, Florida, where the Property is located.
7. Any disputes and remedies arising under this Contract shall be subject to and resolved in accordance with the Settlement Agreement dated _____ between the City, BG Mine, LLC and BE 278, LLC.
8. To the extent that this Addendum conflicts with the terms of the Contract, this Addendum shall govern.

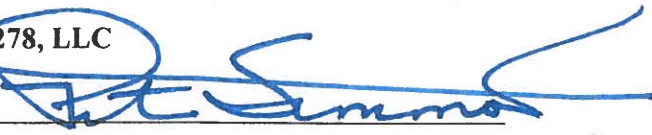

IN WITNESS WHEREOF, SELLER and BUYER have executed this Addendum as of the date set forth below.

SELLER:

BE 278, LLC

By: _____

David A. McArdle, Manager

By:  (PS)
Date: 
DATE: 12/17/19

BUYER:

CITY OF BONITA SPRINGS

By: 

Peter Simmons, Mayor

Date: 12 / 17 / 19

ATTEST:


Arlene Hunter, City Clerk

APPROVED AS TO LEGAL FORM:

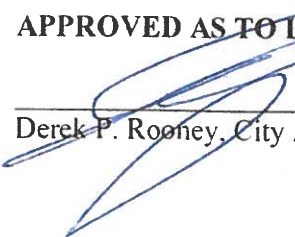

Derek P. Rooney, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

A parcel of land located in Section 24, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 24, Township 47 South, Range 25 East, Lee County, Florida; thence along the South line of said Section 24, South 88 degrees 47 minutes 23 seconds West, a distance of 390.00 feet to the West line of an ingress/egress easement as described in Official Records Book 1377, Page 1372, also being a point on the boundary of the lands described in Official Records Book 2722, page 4135, both recorded in the Public Records of Lee County, Florida. The same being the Point of Beginning of the parcel of land herein described; thence follow along the boundary of said lands for the following two (2) calls: 1) Continue along said South line, South 88 degrees 47 minutes 23 seconds West a distance of 1,416.03 feet to the Easterly right-of-way line of Interstate 75 (State Road 93); 2) Thence along said Easterly right-of-way line, North 36 degrees 34 minutes 04 seconds West, a distance of 3,330.65 feet to a point on the boundary of the lands described in Instrument Number 2007000216230, Public Records of Lee County, Florida; Thence along said boundary for the following five (5) calls: 1) North 53 degrees 25 minutes 57 seconds East, a distance of 169.88 feet; 2) Thence North 13 degrees 12 minutes 13 seconds West, a distance of 364.68 feet; 3) Thence North 04 degrees 16 minutes 09 seconds West, a distance of 181.94 feet; 4) Thence North 07 degrees 06 minutes 17 seconds West, a distance of 274.35 feet; 5) Thence North 08 degrees 41 minutes 18 seconds West, a distance of 378.53 feet; Thence North 90 degrees 00 minutes 00 seconds East, a distance of 1,401.58 feet to a point on the West line of the lands described in Resolution Number Z-99-025, Public Records of Lee County, Florida; Thence along said West line, North 00 degrees 58 minutes 40 seconds West, a distance of 302.52 feet; Thence North 89 degrees 59 minutes 23

seconds East, a distance of 1979.63 feet to the aforementioned West line of said ingress/egress easement; Thence along said West line, South 01 degree 01 minute 19 seconds East, a distance of 4,232.73 feet to the Point of Beginning. Less and Except Lands Subject to Conservation Easement as described in Instrument Number 2008000236631, recorded in the Public Records of Lee County, Florida.

Notwithstanding anything herein to the contrary, the Property conveyed herein excludes all of Grantor's utility lines, utility facilities, and well heads, including monitoring wells (other than agriculture) and all appurtenances thereto, situated upon, over and under the Property.

Parcel Identification Number: 24-47-25-B2-00001.1000

Subject to:

- 1. Taxes for 2018 and subsequent years and those title exceptions set forth on Exhibit "A", attached hereto and made a part herof; and**
- 2. Grantor's Reserved Easements, attached hereto as Exhibit "B", and made a part hereof.**

EXHIBIT "A"

TITLE EXCEPTIONS

Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.

Easement Deed recorded in O.R. Book 331, Page 402, Public Records of Lee County, Florida.

Notice of Development Order Approval recorded in Instrument Number 2007000189542 and Instrument Number 2007000190743, Public Records of Lee County, Florida.

Environmental Resource Permit Notice recorded in Instrument Number 2007000219888 and Instrument Number 2008000031986, Public Records of Lee County, Florida.

Conservation Easement in favor of the State of Florida Department of Environmental Protection recorded in Instrument Number 2008000236631, Public Records of Lee County, Florida.

Negative Easement recorded in O.R. Book 3255, Page 4715, Public Records of Lee County, Florida.

Negative Easement recorded in O.R. Book 3255, Page 4733, Public Records of Lee County, Florida.

Oil, gas, mineral, or other reservations as set forth in deed by Barron Collier, Jr. et al recorded in Deed Book 216, Page 410, Public Records of Lee County, Florida.

Grant of Utilities Easement recorded in O.R. Book 1844, Page 3207, Public Records of Lee County, Florida.

Fence License Agreement between Bonita Springs Utilities, Inc. and the State of Florida Department of Transportation recorded in Instrument Number 2009000298947, Public Records of Lee County, Florida.

Unrecorded Farming Lease(s).

EXHIBIT "B"
GRANTOR'S (BSU'S) RESERVED EASEMENTS

**(as referened in Deed Recorded on January 2, 2018, at
Instrument No. 201800000234, Official Records of Lee County, Florida)**

Grantor's Reserved Easements

Reserved Easement No. 1

- A. Grantor hereby reserves unto itself, Grantor's lender, The Bank of New York Mellon Trust Company, N.A., as Trustee under an Indenture of Trust dated September 1, 1991, as amended and supplemented ("**Lender**"), Grantor's successors and assigns, (which assigns may also include an assignment to a "**Qualified Third Party(ies)**") without Grantor relinquishing its rights in and to such blanket easement) a perpetual blanket easement over, under and across the "Property" described in the Warranty Deed ("**Blanket Easement**") for ingress, egress, utility lines (which shall be underground to the extent feasible), drainage (flow or pass-through as opposed to capacity) and ground water monitoring (at to be specified well sites) in order for Grantor to (i) have perpetual ingress and egress access to benefit Grantor's adjacent property ("**Adjacent Property**") specified on Schedule 1, attached hereto and made a part hereof, (ii) provide water and wastewater treatment services to Grantor's customers ("**Services to its Customers**"), (iii) install and/or conduct groundwater monitoring as required by Condition No. 13 of Lee County Zoning Ordinance Z-99-025 when Grantor seeks permits to expand its existing wastewater treatment plant located on the **Adjacent Property** ("**Groundwater Monitoring**"), (iv) conduct Groundwater Monitoring of its existing wells on the Property, (v) other ancillary uses consistent therewith and (vi) drainage, to be limited to (a) such easements as are necessary to comply with any existing permits applicable to the **Adjacent Property** that allows or requires drainage through the Property and (b) such easements as are necessary to drain water from any portion of the **Adjacent Property** for which there is no applicable permit, sufficient in size to accommodate drainage based on historical flows from such portions of Grantor's **Adjacent Property** through the Property. As Grantee develops the Property and creates additional roadways and utility easements within the Property, Grantor agrees to release or relocate portions of its **Blanket Easement** as necessary to enable Grantee to develop the Property, so long as replacement legal and usable easements, to the extent necessary, are contemporaneously granted to Grantor that comply with the terms and Grantor's requirements as set forth in this reserved blanket easement. Such replacement easements shall be of a size sufficient not only to serve all of Grantor's **Adjacent Property** but also for Grantor to provide water and wastewater utility service from its property to its customers and to have water and wastewater interconnection from its **Adjacent Property** to its West Water Resource Facility located directly East of the Bonita Springs Chamber of Commerce building on U.S. 41. "**Qualified Third Party(ies)**", as used herein, is intended to mean the Florida Department of Transportation ("**FDOT**"), Florida Department of Environmental Protection ("**FDEP**"), Army Corps of Engineers ("**ACOE**"), other governmental agencies and Grantor's mortgage holder (which includes the current mortgage Lender and any assignee thereof or any subsequent holder of a mortgage from Grantor). Notwithstanding anything

herein to the contrary, should Grantor in the future install water, waste water, and/or reclaimed water facilities (collectively, "**Facilities**") on the **Blanket Easement**, but excluding the below "**100 Foot South Reserved Easement**" area, to serve Grantor's customers outside of the **Blanket Easement** area, and thereafter relocation of same ("**Relocation**") is required to accommodate Grantee's development of the "Property" described in the Warranty Deed, such **Facilities Relocation** shall be to the 100 Foot South Reserved Easement area, an existing easement or other mutually agreeable easement area and at Grantor's sole expense, unless Grantee pre-approves in writing to Grantor the initial location of the **Facilities**.

- B. The reserved **Blanket Easement** includes the necessary rights of ingress and egress for all easement purposes as set forth herein, including but not limited to the purpose of providing water, sewer and reclaimed water services; provided that, such rights of ingress and egress shall be exercised in a reasonable manner in accordance with standard practice in the industry. This reserved **Blanket Easement** shall include all rights and privileges necessary or convenient for the full use and enjoyment of the Property for the purposes stated herein.
- C. Grantee shall not use the Property, or make improvements to the Property, that could interfere with Grantor's right under its reserved **Blanket Easement**. Grantee hereby releases and holds Grantor harmless from any and all costs of repairs, restoration or replacement to Grantee's facilities, property or improvements that are disturbed by Grantor due to Grantor's exercise of its rights hereunder. Grantee, at its expense, shall be solely responsible for any and all costs of repair, restoration or replacement to Grantor's utility facilities resulting from any improvements within the Property made by Grantee or at Grantee's direction.
- D. This reserved **Blanket Easement** shall run with the title to the Property in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the Property, and persons or entities acquiring any right, title or interest in the Property.

Reserved Easements Nos. 2 and 3

- A. Grantor hereby reserves unto itself, its successors and assigns, the Qualified Third Parties, and Qualified Third Parties' successors and assigns, a (i) perpetual and non-exclusive one-hundred foot easement for ingress, egress, drainage, utility and other ancillary uses consistent therewith ("**100 Foot South Reserved Easement**"), over, under and across the property described in Schedule 2, attached hereto and made a part hereof and (ii) a perpetual and non-exclusive fifteen foot easement for ingress, egress, drainage, utility and other ancillary uses consistent therewith ("**15 Foot West Reserved Easement**"), over, under and across the property described in Schedule 3, attached hereto and made a part hereof.

- B. Grantor reserves the right to grant and/or assign, on a non-exclusive basis, perpetual and non-exclusive easements for ingress, egress, drainage, utility and other ancillary uses consistent therewith to **Qualified Third Parties** and any purchaser of all or any portion of Grantor's **Adjacent Property** described on Schedule 1, under, over and across the **100 Foot South Reserved Easement** and the **15 Foot West Reserved Easement**.
- C. Grantee shall not use the Property, or make improvements to the Property, that could interfere with Grantor's right under its reserved **100 Foot South Reserved Easement** and **15 Foot West Reserved Easement**, except that Grantee shall be allowed to improve the **100 Foot south Reserved Easement** with passive recreation amenities ("**Amenities**"). Any landscaping within the **Amenities** area shall not be allowed within ten feet (10') of either side of all utility lines and ten feet (10') around any single piece of infrastructure, including, without limitation, pump stations, wells, hydrants, and ancillary facilities. No trees or any other landscaping that is considered obstructive or has aggressive root systems shall be installed within the **Amenities** area. Grantee hereby releases and holds Grantor harmless from any and all costs of repairs, restoration or replacement to Grantee's facilities, **Amenities**, property or improvements that are disturbed by Grantor due to Grantor's exercise of its rights hereunder. Grantee, at its expense, shall be solely responsible for any and all costs of repair, restoration or replacement to Grantor's utility facilities resulting from any improvements within the Property made by Grantee or at Grantee's direction.
- D. Grantor agrees to release the **15 Foot West Reserved Easement** so long as replacement legal and usable easements in favor of Grantor and its **Qualified Third Party** assignees, provide access to the property subject to the Conservation Easement recorded as Instrument Number 2008000236631, of the Public Records of Lee County, Florida, and to the Florida Department of Transportation lake adjacent to the Property more particularly described in Instrument Number 2007000216230, Public Records of Lee County, Florida, are contemporaneously granted. Notwithstanding anything to the contrary herein, the drainage easements reserved by Grantor or which may be granted by Grantor under this reservation, shall be limited to (a) such easements as are necessary to comply with any existing permits applicable to the **Adjacent Property** that allows or requires drainage through the Property and (b) such easements as are necessary to drain water from any portion of the **Adjacent Property** for which there is no applicable permit, sufficient in size to accommodate drainage based on historical flows from such portions of Grantor's **Adjacent Property** through the Property. Grantee may use the **100 Foot South Reserved Easement** for ingress, egress, and utilities, including constructing crossings through the **100 Foot South Reserved Easement** to access property to the South owned by Grantee, so long as such use does not prevent or interfere with Grantor's and/or **Qualified Third Parties'** use of the **100 Foot South Reserved Easement**.

- E. The **100 Foot South Reserved Easement** and **15 Foot West Reserved Easement** shall each run with title to the Property in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the Property, and persons or entities acquiring any right, title or interest in the Property.
- F. Grantor's release of any reserved easement(s) hereunder does not require the joinder and consent of its **Qualified Third Party**.

Prepared by and return to:
George Donald Thomson, Jr.

Henderson, Franklin, Starnes & Hott, P.A. (B)
3451 Bonita Bay Blvd. Suite 206
Bonita Springs, FL 34134
239-344-1100
File Number: GDT16180-1 Par2
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made effective this 27th day of December, 2017 between Bonita Springs Water System, Inc., a Florida not-for-profit corporation, n/k/a Bonita Springs Utilities, Inc., a Florida not-for-profit corporation whose post office address is 11900 East Terry Street, Bonita Springs, FL 34135, grantor, and BE 278, LLC, a Florida limited liability company, whose post office address is 24880 Burnt Pine Drive, Building 8, Bonita Springs, FL 34135, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida to-wit:

The East 330 feet of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 47 South, Range 25 East, Lee County, Florida.

Notwithstanding anything herein to the contrary, the Property conveyed herein excludes all of Grantor's utility lines, utility facilities, and all well heads, including monitoring wells, and all appurtenances thereto, situated upon, over and under the Property.

Parcel Identification Number: 25-47-25-B2-00001.0010

Subject to:

- 1. Taxes for 2018 and subsequent years and those title exceptions set forth on Exhibit "A", attached hereto and made a part herof; and**
- 2. Grantor's Reserved Easements, attached hereto as Exhibit "B", and made a part hereof.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully

DoubleTimes

warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Bonita Springs Water System, Inc., a Florida not-for-profit corporation, n/k/a Bonita Springs Utilities, Inc., a Florida not-for-profit corporation

By: Robert N. Sharkey
Robert Sharkey, Secretary and Authorized Person

[Signature]
Witness #1
Printed Name: Sharon Tucker
[Signature]
Witness #2
Printed Name: Deborah A. Luttrell

(Corporate Seal)

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 27 day of December, 2017 by Robert Sharkey, Secretary and Authorized Person of Bonita Springs Water System, Inc., a Florida not-for-profit corporation, n/k/a Bonita Springs Utilities, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: Deborah A. Luttrell

My Commission Expires: _____



EXHIBIT "A"
TITLE EXCEPTIONS

Terms, conditions, agreements and easements contained in the deed recorded in O. R. Book 1300, Page 2137, Public Records of Lee County, Florida.

Easement Deeds recorded in O. R. Book 407, Page 637, O. R. Book 407, Page 639, O. R. Book 408, Page 696 and O. R. Book 408, Page 698, Public Records of Lee County, Florida.

Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.

2250245V1

EXHIBIT B

Grantor's Reserved Easements

Reserved Easement No. 1

- A. Grantor hereby reserves unto itself, Grantor's successors and assigns, a (i) perpetual and non-exclusive thirty (30) foot easement for ingress, egress, utility, and other ancillary uses consistent therewith ("**30 Foot South Reserved Easement**") over, under and across the property described in Schedule 1, attached hereto and made part hereof ("**30 Foot South Easement Area**") and (ii) a perpetual and non-exclusive one-hundred (100) foot easement for ingress, egress, utility and other ancillary uses consistent therewith ("**100 Foot East Reserved Easement**"), over and across the property described in Schedule 2, attached hereto and made a part hereof ("**100 Foot East Easement Area**").
- B. In addition to Grantor's **30 Foot South Reserved Easement** and **100 Foot East Reserved Easement**, Grantor specifically reserves the right to (i) construct, operate, maintain, improve and replace any and all utility facilities and all appurtenances thereto, together with other ancillary uses consistent therewith, in both the **30 Foot South Easement Area** and the **100 Foot East Easement Area**, (ii) locate, access, construct, and maintain future well heads, together with other ancillary uses consistent therewith, including but not limited to, the right to clear and fill the "Property" conveyed by Grantor to Grantee and described in this Warranty Deed in order for Grantor to gain vehicular access to such existing waterlines and future well heads identified in Grantee's Property construction plans approved by Grantor and (iii) allow Grantee to grant to Florida Power and Light ("FPL") the right to construct, operate, maintain, improve and replace electrical lines and other ancillary uses consistent therewith in both the **30 Foot South Easement Area** and the **100 Foot East Easement Area**. Grantor and/or FPL shall have the right and privilege to inspect, alter, remove and relocate any of the utilities, utility facilities and appurtenances thereto within both the **30 Foot South Easement Area** and **100 Foot East Easement Area**. The reserved **30 Foot South Reserved Easement** and **100 Foot East Easement** shall include all rights and privileges necessary or convenient for the full use and enjoyment of the **30 Foot South Easement Area** and the **100 Foot East Easement Area** for the respective purposes stated herein.
- C. Grantee shall not use the **30 Foot South Easement Area** or make improvements to the Property, that could interfere with Grantor's right under its reserved **30 Foot South Reserved Easement** nor shall Grantee use the **100 Foot East Easement Area** or make improvements to the Property, other than landscaping, that could interfere with Grantor's right under its reserved **100 Foot East Easement Area**. Provided, however, that landscaping within Easement Areas shall not be allowed within ten feet (10') of either side of all utility lines and ten feet (10') around any single piece of infrastructure, including, without limitation, pump stations, wells, hydrants, and ancillary facilities. No trees or any other landscaping that is considered obstructive or has aggressive root systems

shall be installed within the Easement Areas unless prior written approval is obtained from Grantor. Grantee hereby releases and holds Grantor harmless from any and all costs of repairs, restoration or replacement to Grantee's facilities, landscaping, property or improvements that are disturbed by Grantor due to Grantor's exercise of its rights hereunder. Grantee, at its expense, shall be solely responsible for any and all costs of repair, restoration or replacement to Grantor's utility facilities resulting from any improvements within the Property made by Grantee or at Grantee's direction.

- D. This **30 Foot South Reserved Easement** shall run with the title to the **30 Foot South Easement Area** in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the **30 Foot South Easement Area**, and persons or entities acquiring any right, title or interest in the **30 Foot South Easement Area**.
- E. This **100 Foot South Reserved Easement** shall run with the title to the **100 Foot South Easement Area** in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the **100 Foot South Easement Area**, and persons or entities acquiring any right, title or interest in the **100 Foot South Easement Area**.

Reserved Easements Nos. 2 and 3

- A. Grantor hereby reserves unto itself, its successors and assigns, a perpetual and non-exclusive two-hundred foot easement for ingress, egress, drainage and other ancillary uses ("**200 Foot South and East Reserved Easement**"), over, under and across the property described in Schedule 3, attached hereto and made a part hereof ("**200 Foot South and East Easement Area**"), which reserved easements benefit Grantor's adjacent property specified on Schedule 4, attached hereto and made a part hereof.
- B. The **200 Foot South and East Reserved Easement** shall run with title to the **200 Foot South and East Easement Area** in perpetuity, and shall be binding upon the successors and assigns of Grantee, all purchasers of the **200 Foot South and East Easement Area**, and persons or entities acquiring any right, title or interest in the **200 Foot South and East Easement Area**.

2254930 v3

SCHEDULE 1

30 Foot South Reserved Easement Area

Schedule 1

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

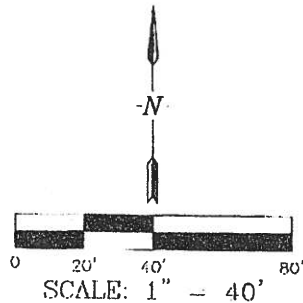
COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 25 SOUTH 1°06'58" EAST, A DISTANCE OF 1292.38 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID EAST LINE SOUTH 01°06'58" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°01'00" WEST, A DISTANCE OF 330.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2356, PAGE 1118, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID LANDS NORTH 01°06'58" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°01'00" EAST, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,887 SQUARE FEET, MORE OR LESS.

LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- OR OFFICIAL RECORDS BOOK
- FB PLAT BOOK
- PG PAGE(S)
- FPL FLORIDA POWER & LIGHT



THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

(OR 2356, PG 1118)

N 1°06'58" W
30.00'

N 89°01'00" E

S 89°01'00" W

(OR 1300, PG 2137)

330.00'

330.00'

(OR 4160, PG 4135)

NORTH LINE OF SECTION 25-47-25

POC
NE CORNER OF
SECTION 25-47-25
NORTHING: 736766.942
EASTING: 736354.470

POB
NORTHING: 735474.110
EASTING: 736379.578

1292.38'

30.00' S 1°06'58" E

(INSTRUMENT
#201-000031-0833)

(INSTRUMENT
#201-000193-306)

NOTES:

1. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990 AND ARE IN UNITED STATES SURVEY FEET AND ARE REFERENCED TO THE EAST LINE OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING SOUTH 01°06'58" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

THIS IS NOT A SURVEY

DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	BSU08
SCALE:	1" = 40'
DATE:	9 NOVEMBER 2017
FILE:	17-172-BSU 30' S S1
SHEET:	1 of 1



GradyMinor

O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
 Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business I.C. 26000206
 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4300

SKETCH AND DESCRIPTION

BONITA SPRINGS UTILITIES, INC.
A PORTION OF THE LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 1300, PAGE 2137
LYING IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

11/30/17
(DATE SIGNED)

David Lee Smith
DAVID L. SMITH, P.E., P.S.M.
11 1473 N.W. 176th St.
FORT MYERS, FL 33901

SCHEDULE 1

G:\SURVEY\PROJECT SURVEY 2017\172 - BSU EASEMENTS\SURVEY\17-172-BSU 30' S SLDWG

SCHEDULE 2

100 Foot East Reserved Easement Area

Schedule 2

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND ALSO BEING THE EAST 100.00 FEET OF AN EXISTING 200.00 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137 AND OFFICIAL RECORDS BOOK 408, PAGE 696, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SECTION 25 SOUTH 01°06'58" EAST, A DISTANCE OF 1,322.38 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°01'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°06'58" WEST, A DISTANCE OF 1,321.98 FEET TO A POINT ON THE NORTH LINE OF SECTION 25; THENCE ALONG SAID NORTH LINE NORTH 88°47'23" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.04 ACRES, MORE OR LESS.

NOTES:

- COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990 AND ARE IN UNITED STATES SURVEY FEET AND ARE REFERENCED TO THE NORTH LINE OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING NORTH 88°47'23" EAST.
- DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

DRAWN BY:	AM
CHECKED BY:	DLS
JOB CODE:	181108
SCALE:	N/A
DATE:	9 NOVEMBER 2017
FILE:	17-172-BSU 100' E SL
SHEET:	1 of 2



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O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

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 Cert. of Auth. EB 0005151 Cert. of Auth. LBJ 0005151 Business LIC 24000266
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THIS IS NOT A SURVEY

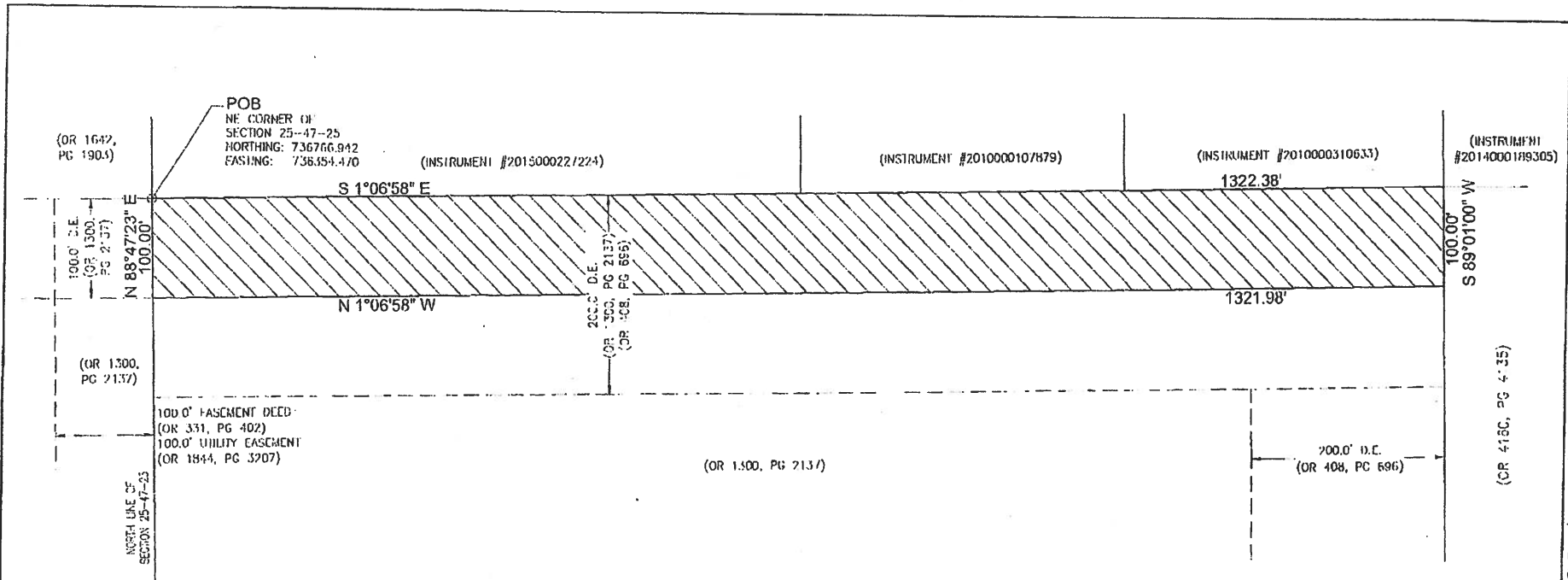
SKETCH AND DESCRIPTION
 BONITA SPRINGS UTILITIES, INC.
 A PORTION OF THE LANDS DESCRIBED IN
 OFFICIAL RECORDS BOOK 1300, PAGE 2137
 LYING IN
 SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

*NOT VALID WITHOUT
 SHEETS 1-2 OF 2*

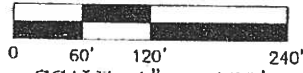
11/30/17
 DATE SIGNED

Donald L. Santeney
 DONALD L. SANTENEY, P.S.M.
 FL LICENSE #6761
 FOR THE PLAN

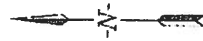
G:\SURVEY\PROJECT SURVEY 2017\172 - BSU EASEMENTS\SURVEY\17-172-BSU 100' E SL.DWG SCHEDULE 2



LEGEND:
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 OR OFFICIAL RECORDS BOOK
 PB PLAT BOOK
 PG PAGE(S)
 FPI FLORIDA POWER & LIGHT

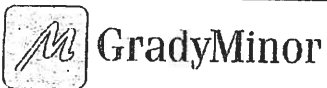


SCALE: 1" = 120'



THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

DRAWN BY: AII
 CHECKED BY: DLS
 JOB CODE: BSI/08
 SCALE: 1" = 120'
 DATE: 9 NOVEMBER 2017
 FILE: 17-172-BSU 100' E SL
 SHEET: 2 of 2



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Q. Grady Minor and Associates, P.A.
 3800 Via Del Rey
 Bonita Springs, Florida 34134

THIS IS NOT A SURVEY

SKETCH AND DESCRIPTION

BONITA SPRINGS UTILITIES, INC.
 A PORTION OF THE LANDS DESCRIBED IN
 OFFICIAL RECORDS BOOK 1300, PAGE 2137
 LYING IN
 SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

NOT VALID WITHOUT SHEETS 1-2 OF 2*

G:\SURVEY\FRO.ECT SURVEY 2017\172 - BSU EASEMENTS\SURVEY\17-172-BSU 100' E SL.DWG

SCHEDULE 3

200 Foot South and East Reserved Easement Area

Schedule 3

PROPERTY DESCRIPTION

BEING A PORTION OF A 200.00 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 408, PAGE 696, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SECTION 25 SOUTH 01°06'58" EAST, A DISTANCE OF 1,322.58 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°01'00" WEST, A DISTANCE OF 330.00 FEET TO SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 01°06'58" WEST, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING DRAINAGE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 408, PAGE 696, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 89°01'00" EAST, A DISTANCE OF 130.00 FEET TO A POINT ON THE WEST LINE OF SAID 200.00 FOOT WIDE DRAINAGE EASEMENT; THENCE ALONG SAID WEST LINE NORTH 01°06'58" WEST, A DISTANCE OF 1,121.58 FEET TO A POINT ON THE NORTH LINE OF SECTION 25; THENCE ALONG SAID NORTH LINE NORTH 88°47'23" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.67 ACRES, MORE OR LESS.

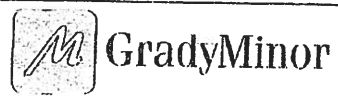
NOTES:

- COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990 AND ARE IN UNITED STATES SURVEY FEET AND ARE REFERENCED TO THE NORTH LINE OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING NORTH 88°47'23" EAST.
- DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSLY WRITTEN CONSENT OF THE SIGNING PARTY.

SCHEDULE 3

3:\SURVEY\PROJECT SURVEY 2017\172 - BSU EASEMENTS\SURVEY\17-172-200 DE SL.DWG

DRAWN BY:	AH
CHECKED BY:	DI.S
JOB CODE:	BSU08
SCALE:	N/A
DATE:	9 NOVEMBER 2017
FILE:	17-172-200 DE SL
SHEET:	1 of 2



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 Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LG 26000266
 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

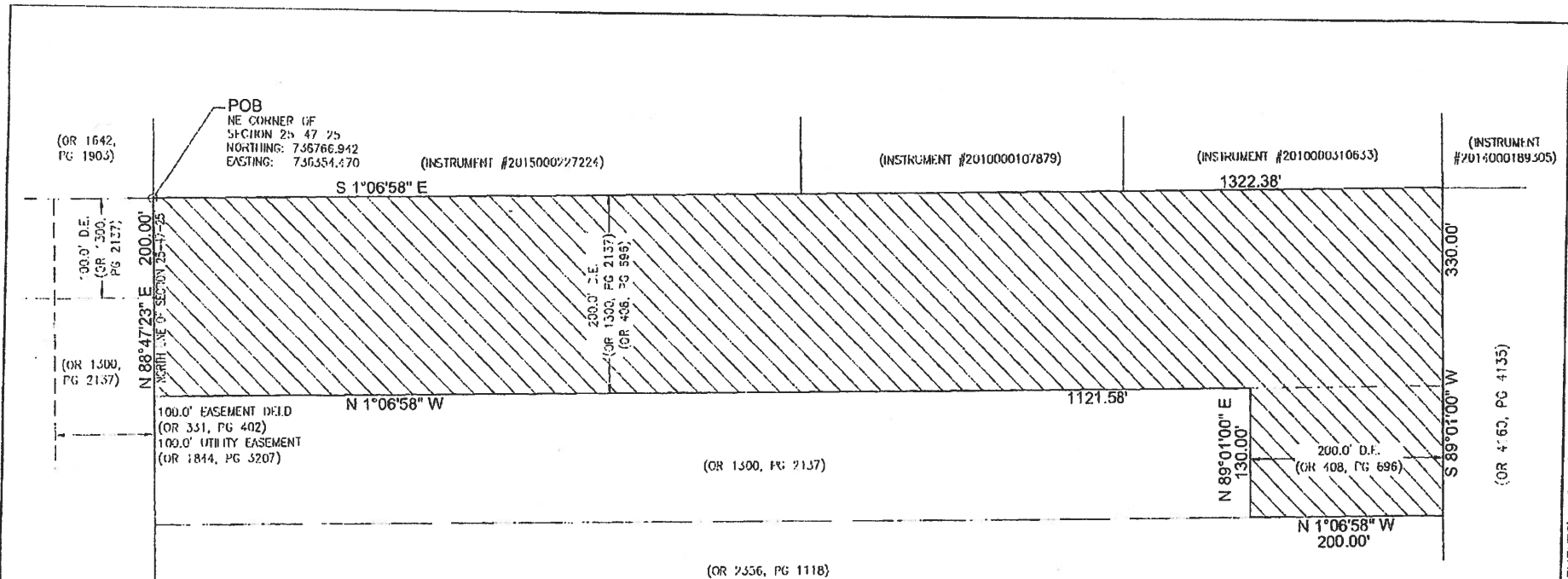
O. Grady Minor and Associates, P.A.
 3800 Via Del Rey
 Bonita Springs, Florida 34134

THIS IS NOT A SURVEY

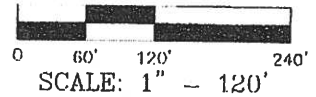
SKETCH AND DESCRIPTION
 A PORTION OF THE LANDS DESCRIBED IN
 OFFICIAL RECORDS BOOK 408, PAGE 696
 LYING IN
 SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

NOT VALID WITHOUT
 SHEETS 1-2 OF 2!
 11/30/17
 DATE SIGNED

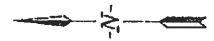
 DONALD I. SARTORIUS, P.S.M.
 FL LICENSE #5781
 FOR THE FIRM



LEGEND:
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 OR OFFICIAL RECORDS BOOK
 PH PLAT BOOK
 PG PAGE(S)
 FPL FLORIDA POWER & LIGHT

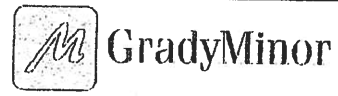


THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



THIS IS NOT A SURVEY

DRAWN BY: AH
 CHECKED BY: DLS
 JOB CODE: DSU08
 SCALE: 1" = 120'
 DATE: 9 NOVEMBER 2017
 FILE: 17-172-200 DE SL
 SHEET: 2 of 2



GradyMinor
 O. Grady Minor and Associates, P.A.
 3800 Via Del Rey
 Bonita Springs, Florida 34134
 Civil Engineers • Land Surveyors • Planners • Landscape Architects
 Cert. of Auth. BB 0005151 Cert. of Auth. LB 0005151 Business LC 20000266
 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION
 A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 408, PAGE 696
 LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

NOT VALID WITHOUT SHEETS 1-2 OR 2-

C:\SURVEY\PROJECT SURVEY 2017\172 - BSU EASEMENTS\SURVEY\17-172-200 DE SL.DWG

SCHEDULE 4

Adjacent Property

1. All real property owned by Seller in Section 13, Township 47 South, Range 25 East, Lee County, Florida;
2. All real property owned by Seller in Section 24, Township 47 South, Range 25 East, Lee County, Florida;
3. All real property owned by Seller in Section 25, Township 47 South, Range 25 East, Lee County, Florida; and
4. All real property subject to the Conservation Easement recorded as Instrument Number 2008000236631, of the Public Records of Lee County, Florida.

Schedule 4

Exhibit G 1

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), is made and entered into this ___ day of _____ 20__ by and between City of Bonita Springs, a Florida municipal corporation, hereinafter referred to as the "Licensor" or "City" and BG Mine, LLC, a Florida limited liability company, hereinafter referred to as the "Licensee" or "BGM."

RECITALS:

WHEREAS, the Licensor owns a currently parcel of land (the "Property") in Bonita Springs, Florida, Property Appraiser Parcel ID _____ more specifically described on Appendix A.

WHEREAS, the Property, lies in eastern Bonita Springs and was previously owned by Licensee but was deeded to the City pursuant to the terms of a Settlement Agreement between the parties on November 20, 2019 ("Settlement Agreement"); and

WHEREAS, BGM had previously utilized the Property for an ongoing commercial mine operation and identified the Property for utilization as a future residential development; and

WHEREAS, the Property was transferred to the City for the purpose of future public recreation; and

WHEREAS, the City finds that this License and its associated improvements are consistent with the City's goals of providing public recreation within the City.

NOW, THEREFORE, the City as Licensor and BGM as Licensee, in consideration of the mutual covenants contained herein, do agree as follows:

1. **Licensed Premises**. The Licensee is permitted to use, under the following terms, the Property as depicted on the Permits as defined herein ("Licensed Premises").
2. **Term**. The initial term of this License shall commence on the date first written above, ("Commencement Date"), and shall terminate at such time as the commercial mine operation has been completed but no later than December 31, 2041, unless otherwise terminated as provided herein.
3. **License**. The Licensee shall have an exclusive license and profit to continue the existing ongoing mine operation which will include but not limited to excavating soil and aggregate materials from the Licensed Premises, consistent with the plans and approved excavation permit described in paragraph 4. During the period of the License, Licensee shall have exclusive right of access and occupancy of the Licensed Premises. Licensee is hereby further granted such non-exclusive temporary easements and licenses on or across the Property as necessary to access and utilize the Licensed Premises for the purposes of continuing the current mine operation that includes uses such as but not limited to clearing, construction staging, storage, blasting, processing / stockpiling / hauling of excavated materials, environmental mitigation work and mine reclamation activities associated with their mine excavation / operation activities and Permits as defined herein. There will be no price charged or consideration required for Licensee's use of Licensed Premises (understanding, however, that the grant of this License is supported by

consideration pursuant to the Settlement Agreement). Licensor will have no right of use of the Property during term of this License.

4. **Permits.** At all times pertinent to this License, Licensee's activities shall conform to the plans, requirements, and conditions of the following permits ("Permits"):
 - i. Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP) MMR_166246-020
 - ii. FDEP Air General Permit (AGP) 0710214-001 AC
 - iii. City Industrial Planned Development (IPD) Z-98-071 / Z-02-047 as amended
 - iv. City Limited Development Order (LDO) 14-10456-BOS as amended
5. **Maintenance and Repairs of the Licensed Premises.** Licensee shall be solely responsible for the maintenance of the Licensed Premises. Licensee, at Licensee's expense, shall perform, or cause to be performed all necessary repairs or maintenance of the any and all related equipment and improvements. Licensor shall have no liability for the performance thereof or for the payment for such repairs or maintenance. Licensee shall maintain the Licensed Premises in clean, safe and sanitary condition.
6. **Improvement Costs.** Licensee shall bear all costs and expenses to install, construct and maintain any ancillary improvements made on the Licensed Premises.
7. **Improvements.** Licensee shall have the right to make and maintain all improvements identified within the Permits for the Licensed Premises, including all signage related to the mining operation. At the termination of the License, Licensee shall relinquish possession and occupancy of the Licensed Premises to Licensor in the configuration and condition shown on the attached Reclamation Plan in Appendix B.
8. **Assignment.** BGM shall have the right and authority to assign this Agreement and all its rights herein to any person, firm, corporation or other entity, and such assignee shall be entitled to all of the rights and powers of BGM herein. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereof and shall, for all purposes hereof, be substituted as and be deemed the Licensee.
9. **Access.** Upon reasonable notice to Licensee, Licensor and its agents and representatives shall have reasonable access to the Licensed Premises for the purpose of making inspections and examinations of the excavation / mine operations. Licensor shall not interfere with any ongoing excavation / mine operations that may be occurring on or about the Licensed Premises.
10. **Indemnification and Insurance.** Licensee hereby agrees to indemnify and hold the Licensor harmless from any losses, damages, costs, claims, expenses of any nature, including attorneys' fees, and liability to any person that the Licensor may incur arising out of the Licensee use of the Licensed Premises. Licensee further agrees not to permit any lien to be filed against the Property because of its actions, and in the event that one is filed, Licensee agrees to take any such

action necessary to have said lien removed within sixty (60) days from the date Licensee is notified of such lien. In addition, at all times while Licensee is performing any excavation activity on the Property, Licensee agrees to name the City as a beneficiary of any reclamation bonds required as a condition of Licensee's regulatory permits.

Licensee and its contractors, at their sole expense, shall secure the following minimum insurance coverage throughout the term of this License:

- i. **Workers' Compensation - Insurance** covering all employees meeting Statutory Limits in compliance with the applicable state, federal laws. The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident.
- ii. **Comprehensive General Liability - Coverage** shall have minimum limits of \$1,000,000 Per Occurrence, combined Single Limit or Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. Such insurance shall also include the following provisions:
 - o **Business Auto Liability - Coverage** which shall have minimum limits of \$300,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
 - o Name the City, its officers, agents, and employees as additional insured, and must be listed as such on the Insurance Certificate.

11. Notices. All notices or other communications hereunder shall be in writing and shall be given to such party by hand delivery or by certified mail, return receipt requested, at the following addresses or such other addresses hereafter provided by notice to the other party:

Licensee:

City of Bonita Springs

Licensor:

BG Mine, LLC

Address:

9101 Bonita Beach Road
Bonita Springs, FL 34135

Address:

23150 Fashion Drive, #235
Estero, FL 33928

12. No Partnership or Lease. It is agreed that nothing contained in this License shall be deemed or construed as creating a partnership, joint venture, the relationship of landlord or tenant or a leasehold interest in the Licensed Premises.

13. No Waiver of Sovereign Immunity by Parties. Notwithstanding any other provision of this License to the contrary, nothing in this License, nor any action taken by Licensor or Licensee, pursuant to this License nor any document or decision which arises out of this License shall not constitute or be construed as a waiver of the sovereign immunity or governmental immunity of the Licensor, and its officers and employees.

14. **No Rights in Third Parties.** The parties hereto mutually agree that this License shall neither create in the public, or in any person or entity other than those signing this License as parties hereto, rights as a third party beneficiary hereunder, nor authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this License or otherwise.
15. **Approval of Regulatory Agencies.** This License is subject to and conditioned upon Licensee obtaining and maintaining approval from any and all federal, state or local governmental, regulatory, or judicial authorities having jurisdiction: (i) over Licensee and its authority to use the Licensed Premises; and (ii) over the construction of the improvements proposed to be located by Licensee on the Licensed Premises. Licensee agrees to use its best efforts to obtain and maintain any such required approvals during the terms of this License.
16. **Entire Agreement, Amendment, Choice of Law.** This License, except where in conflict with the Settlement Agreement between the parties entered into on November 20, 2019, contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of any force and effect. This License may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the parties hereto. This License shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this License, venue for such litigation shall lie exclusively in Lee County, Florida.
17. **Severability.** If any term, covenant, condition, promise, or provision of this License, or the application thereof to any person or circumstance, shall be invalid or unenforceable or be declared unenforceable, the remainder of this License and the application of such term, covenant, condition, promise, or provision to persons or circumstances other than those to which it has been held to be invalid or unenforceable, shall not be affected thereby, and shall be severable therefrom, and each remaining term, covenant, condition, promise, and provision of License shall be valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF THIS PAGE IS BLANK]

CITY OF BONITA SPRINGS:

Date Signed: _____

ATTEST:

Peter Simmons, Mayor

CITY CLERK

Derek Rooney, City Attorney

BG Mine, LLC, a Florida limited liability company,

By: OBPEL-BG MINE, LLC, a Florida limited liability company, its Manager

By: Oakbrook Properties, Inc., a Delaware corporation, its Manager

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____, as Manager of BG Mine, LLC, on behalf of said entity. Said person (check one) ___ is personally known to me or ___ produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State of _____
Commission No. _____
My commission expires: _____

Appendix A:

Appendix B:

Exhibit G 2

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), is made and entered into this ___ day of _____ 20__ by and between City of Bonita Springs, a Florida municipal corporation, hereinafter referred to as the "Licensor" or "City" and BE 278, LLC, a Florida limited liability company, hereinafter referred to as the "Licensee" or "BE 278."

RECITALS:

WHEREAS, the Licensor owns a currently parcel of land (the "Property") in Bonita Springs, Florida, Property Appraiser Parcel ID 24-47-25-B3-00001.1020 more specifically described on Appendix A.

WHEREAS, the Property, lies in eastern Bonita Springs and was previously owned by Licensee but was deeded to the City pursuant to the terms of a Settlement Agreement and subsequent Purchase and Sale Agreement entered into between the parties on November 20, 2019 ("Settlement Agreement"); and

WHEREAS, the Property was also previously identified by the South Florida Water Management District's Southwest Florida Feasibility Study and City as a potential site for enhancing water quality and stormwater attenuation within the Imperial River watershed; and

WHEREAS, the City finds that this License and its associated improvements are consistent with the City's goals of improving water quality and stormwater conditions within the City.

NOW, THEREFORE, the City as Licensor and BE 278 as Licensee, in consideration of the mutual covenants contained herein, do agree as follows:

1. **Licensed Premises**. The Licensee is permitted to use, under the following terms, an area of the Property as depicted on the Permits as defined herein ("Licensed Premises").
2. **Term**. The initial term of this License shall commence on the date first written above, ("Commencement Date"), and shall terminate at such time as the commercial excavation has been completed but no later than ten (10) years after the Commencement Date, unless otherwise terminated as provided herein.
3. **License**. The Licensee shall have an exclusive license and profit to remove soil from the Licensed Premises, consistent with the plans and approved excavation permit described in paragraph 4. During the period of the License, Licensee shall have exclusive right of access and occupancy of the Licensed Premises. Licensee is hereby further granted such non-exclusive temporary easements and licenses on or across the Property as necessary to access and utilize the Licensed Premises for the purposes of clearing, construction staging associated with its activities. There will be no price charged or consideration required for Licensee's use of Licensed Premises (understanding, however, that the grant of this license is supported by consideration pursuant to the Settlement Agreement).
4. **Permits**. At all times pertinent to this License, Licensee's activities shall conform to the plans, requirements, and conditions of the following permits ("Permits"):

- i. South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP)
- ii. SFWMD Dewatering Permit
- iii. Army Corps of Engineers (ACOE) No Permit Required Letter
- iv. City Zoning Administrative Amendment (ADD)
- v. City Development Order (DO)

The basis of the Permits shall be removal of for water quality and retention purposes, not to exceed 4.56 million cubic yards of fill material. The result will be a combination of shallow littoral areas and deep water lake (maximum 20' deep as measured from control elevation) as agreed upon by City and Licensee. All excavation areas will have a perimeter berm (minimum 3.0 feet in height as measured from control elevation with a 4:1 maximum slope and 6' top width).

5. **Maintenance and Repairs of the Licensed Premises.** Licensee shall be solely responsible for the maintenance of the Licensed Premises. Licensee, at Licensee's expense, shall perform, or cause to be performed all necessary repairs or maintenance of the any and all related equipment and improvements. Licensor shall have no liability for the performance thereof or for the payment for such repairs or maintenance. Licensee shall maintain the Licensed Premises in clean, safe and sanitary condition.
6. **Improvement Costs.** Licensee shall bear all costs and expenses to install, construct and maintain any ancillary improvements made on the Licensed Premises.
7. **Improvements.** Licensee shall have the right to make all improvements identified within the Permits for the Licensed Premises. Licensee shall make no other alterations, installations, additions or improvements in or to the Licensed Premises, including without limitation, the placement of any signs, unless the Licensee obtains the prior written authorization from the Licensor.
9. **Assignment.** BE 278 shall have the right and authority to assign this Agreement and all its rights herein to any person, firm, corporation or other entity, and such assignee shall be entitled to all of the rights and powers of BE 278 herein. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereof and shall, for all purposes hereof, be substituted as and be deemed the Licensee.
10. **Access.** Upon reasonable notice to Licensee, Licensor and its agents and representatives shall have reasonable access to the Licensed Premises for the purpose of making inspections and examinations of the excavation work. Licensor shall not interfere with any ongoing site development work that may be occurring on or about the Licensed Premises.
11. **Indemnification and Insurance.** Licensee hereby agrees to indemnify and hold the Licensor harmless from any losses, damages, costs, claims, expenses of any nature, including attorneys' fees, and liability to any person that the Licensor may incur arising out of the Licensee use of the Licensed Premises. Licensee further

agrees not to permit any lien to be filed against the Property because of its actions, and in the event that one is filed, Licensee agrees to take any such action necessary to have said lien removed within sixty (60) days from the date Licensee is notified of such lien. In addition, at all times while Licensee is performing any excavation activity on the Property, Licensee agrees to name the City as a beneficiary of any reclamation bonds required as a condition of Licensee's regulatory permits.

Licensee and its contractors, at their sole expense, shall secure the following minimum insurance coverage throughout the term of this License:

- i. **Workers' Compensation - Insurance** covering all employees meeting Statutory Limits in compliance with the applicable state, federal laws. The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident.
- ii. **Comprehensive General Liability - Coverage** shall have minimum limits of \$1,000,000 Per Occurrence, combined Single Limit or Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. Such insurance shall also include the following provisions:
 - o **Business Auto Liability - Coverage** which shall have minimum limits of \$300,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
 - o Name the City, its officers, agents, and employees as additional insured, and must be listed as such on the Insurance Certificate.

12. Notices. All notices or other communications hereunder shall be in writing and shall be given to such party by hand delivery or by certified mail, return receipt requested, at the following addresses or such other addresses hereafter provided by notice to the other party:

Licensee:
City of Bonita Springs

Licensor:
BE 278, LLC

Address: 9101 Bonita Beach Road
Bonita Springs, FL 34135

Address: 23150 Fashion Drive, #235
Estero, FL 33928

13. No Partnership or Lease. It is agreed that nothing contained in this License shall be deemed or construed as creating a partnership, joint venture, the relationship of landlord or tenant or a leasehold interest in the Licensed Premises.

14. No Waiver of Sovereign Immunity by Parties. Notwithstanding any other provision of this License to the contrary, nothing in this License, nor any action taken by Licensor or Licensee, pursuant to this License nor any document or decision which arises out of this License shall not constitute or be construed as a

waiver of the sovereign immunity or governmental immunity of the Licensor, and its officers and employees.

15. **No Rights in Third Parties.** The parties hereto mutually agree that this License shall neither create in the public, or in any person or entity other than those signing this License as parties hereto, rights as a third party beneficiary hereunder, nor authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this License or otherwise.
16. **Approval of Regulatory Agencies.** This License is subject to and conditioned upon Licensee obtaining and maintaining approval from any and all federal, state or local governmental, regulatory, or judicial authorities having jurisdiction: (i) over Licensee and its authority to use the Licensed Premises; and (ii) over the construction of the improvements proposed to be located by Licensee on the Licensed Premises. Licensee agrees to use its best efforts to obtain and maintain any such required approvals during the terms of this License.
17. **Entire Agreement, Amendment, Choice of Law.** This License, except where in conflict with the Settlement Agreement between the parties entered into on November 20, 2019, contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of any force and effect. This License may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the parties hereto. This License shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this License, venue for such litigation shall lie exclusively in Lee County, Florida.
18. **Severability.** If any term, covenant, condition, promise, or provision of this License, or the application thereof to any person or circumstance, shall be invalid or unenforceable or be declared unenforceable, the remainder of this License and the application of such term, covenant, condition, promise, or provision to persons or circumstances other than those to which it has been held to be invalid or unenforceable, shall not be affected thereby, and shall be severable therefrom, and each remaining term, covenant, condition, promise, and provision of License shall be valid and enforceable to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

CITY OF BONITA SPRINGS:

Date Signed: _____

ATTEST:

Peter Simmons, Mayor

CITY CLERK

Derek Rooney, City Attorney

BE 278, LLC, a Florida limited liability company,

By: Oakbrook Properties, Inc., a Delaware corporation, its Manager

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____
____ 20__, by _____, as Manager of BE 278, LLC, on behalf
of said entity. Said person (check one) ___ is personally known to me or ___ produced
_____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State of _____
Commission No. _____
My commission expires: _____

Appendix A:

Exhibit I

BG MINE RESIDENTIAL PLANNED DEVELOPMENT PARAMETERS

Consistency with the City's Land Development Regulations. The BG Mine property is currently zoned Industrial Planned Development ("IPD") and the Option Property is currently zoned agricultural (AG-2) (collectively the "Properties"). Upon the Parties' compliance with their respective obligations under the Settlement Agreement, the residential development permitted on the Properties per a Residential Planned Development (RPD) will be consistent with the City's land development regulations.

Development of the Properties. The following development shall be permitted on the Properties.

- 700 single-family residential units, with up to a maximum 200 multi-family units so long as the total number of residential units does not exceed 700.
- 60,000 square feet of amenity building areas, uses to include personal services, restaurant, club house, beach club, retail, real estate sales center, office uses and recreational facilities.
- Nonprofit public recreational uses on the North Lake as defined below that are permitted as part of the RPD.
- Proposed development layout as depicted on the Master Concept Plan attached as **Exhibit "A"**.
- Proposed Development Regulations, Permitted Uses and Schedule of Deviations per attached as **Exhibit "B"**.

Rezoning. The City acknowledges that an application requesting a modification of the Properties' zoning designation to allow the residential development permitted by the Settlement Agreement will be filed. It is the desire of all Parties that the rezoning be considered as soon as reasonably possible and pursued diligently per agreed upon schedule within the Settlement Agreement.

Public Facilities. The following public facilities will serve the Properties:

- Potable Water: Potable water will be supplied by Bonita Springs Utilities.
- Sanitary Sewer: Wastewater services will be provided by Bonita Springs Utilities.
- Solid Waste: Solid waste service will be provided by the hauler franchised by the City.
- Drainage: The Properties are not located within an Area of Special Flood Hazard as indicated on the Flood Insurance Rate Maps and all construction activities will be in accordance with applicable City and South Florida Water Management District permitting standards and requirements.
- Fire, Rescue, and EMS: Fire control and rescue services will be provided by the Bonita Springs Fire Control and Rescue District. Emergency management services will be provided by Lee County Public Safety.
- Roads: No improvements to area roadways will be required, including Bonita Grande Drive or West Terry Street. BGM will be responsible for their proportionate share of any site-related intersection improvements when warranted, specifically West Terry Street / Bonita Grande Drive, West Terry Street / Morton Road and Bonita Grande Drive / Bonita Beach Road. Private external or internal roads serving the Properties will be constructed, operated and maintained by a master homeowner association or a community development district ("CDD").

Access improvements beyond Bonita Grande Drive via the dedicated 60-foot right-of-way to the North Lake dedication referenced herein will be the sole responsibility of the City.

Reservation or Dedication of Land.

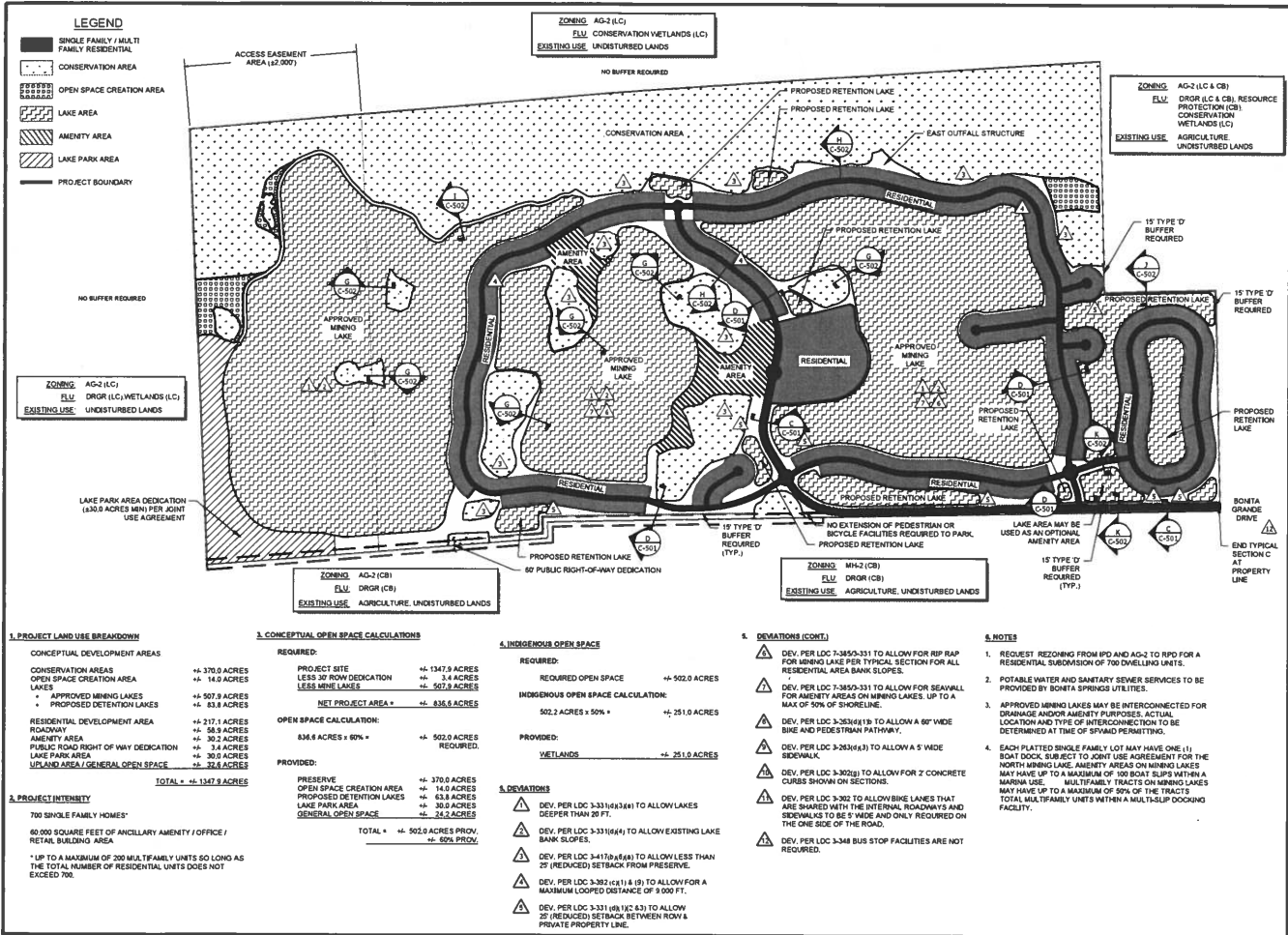
- Environmental Lands: The land designated as a preserve or conservation easement per the existing FDEP Environmental Resource Permit or any of the Option Property designated as a preserve or conservation easement as a condition of zoning will be managed by a CDD or by a master homeowner's association.
- North Lake: BGM agrees to (i) transfer title and grant an easement to the City for the northern portion of the Property; and (ii) grant easement rights to a sixty (60) foot roadway easement, both generally depicted on a sketch attached hereto as **Exhibit "C"** for the purposes of public recreation and pursuant to a draft joint use agreement. During the South Florida Water Management District (SFWMD) environmental resource permitting for the residential development on the Properties, the Parties will coordinate on any additional storm water improvements requested by the City above and beyond BGM's proposed master surface water management system that meets the requirements of the SFWMD for the Properties. Any agreed upon additional improvements will be at the City's sole cost and shall have no impacts on the BGM's residential development.

Community Development Districts. It is understood between the parties that in addition to any property owners associations established by BGM that a Community Development District may be established by BGM to provide services to or maintain any portion of the Properties as permitted under Chapter 190, Florida Statutes, to plan, finance, acquire and construct community infrastructure that may benefit all or portions of the Properties and in doing so may assume obligations otherwise directed at BGM.

Transportation Obligations. The City agrees no transportation mitigation is required for the residential development other than their proportionate share of site related intersections referenced above. Payment of road impacts fees are not required.

Vested Rights. The City acknowledges and agrees that BGM's transportation obligations listed above will mitigate the impacts of the residential development of the Properties on the City's transportation network. Except for these transportation obligations, the City agrees that BGM will have no responsibility for any other road improvements other than those roads which are a part of BGM's internal roadway system. The City further agrees that if BGM fulfills these transportation obligations, the Properties shall be deemed concurrent as to transportation and shall have no other obligations under the City's Concurrency Management System as to transportation facilities.

Applicable Land Use Regulations. Development within the Properties shall be subject to the City's land development regulations and policies governing development at the time of the RPD.



PROJECT

BONITA GRANDE RESIDENTIAL PLANNED DEVELOPMENT

LOCATION

BONITA SPRINGS, FLORIDA
 S 17 & 20 T 47 S R 26 E

CLIENT

BG MINE, LLC

CONSULTANT

MORRIS DEWEY

11010 Bonita Blvd., Suite 100
 Bonita Springs, FL 34135
 Phone: (813) 391-1100
 Fax: (813) 391-1101

PROJECT MANAGER

DAVID BYRNE

DRAWING BY

BONITA SPRING

AUTHORITY

BONITA SPRING

DATE

11/19/17

SHEET TITLE

MASTER CONCEPT PLAN

SHEET NUMBER

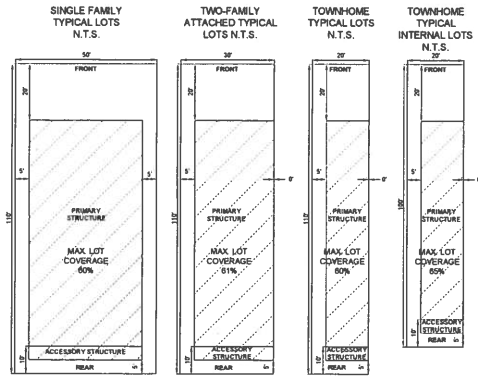
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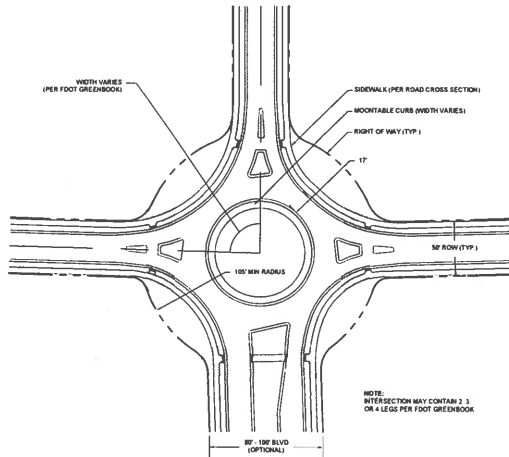
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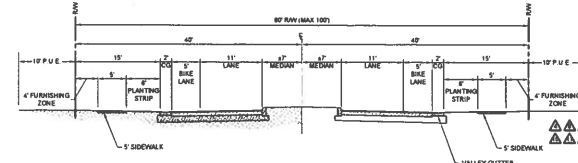
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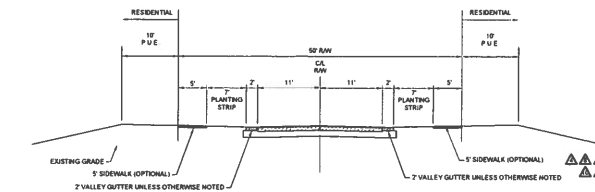
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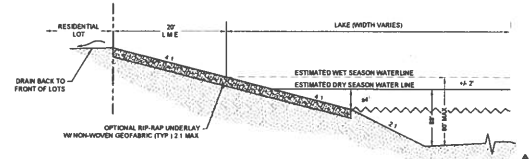
B TYPICAL ROUNDABOUT DETAIL



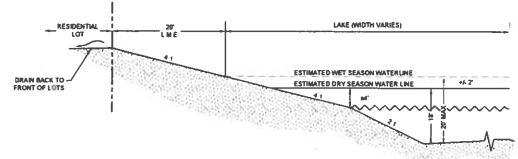
C TYPICAL PRIVATE ENTRY ROAD



D TYPICAL PRIVATE, LOCAL ROAD



E TYPICAL LAKE SECTION - MINE LAKE



F TYPICAL LAKE SECTION - WATER RETENTION

PROJECT
BONITA GRANDE RESIDENTIAL PLANNED DEVELOPMENT
 LOCATION
 BONITA SPRINGS, FLORIDA
 S 17 & 20, T 47 S, R 26 E

CLIENT
BG MINE, LLC

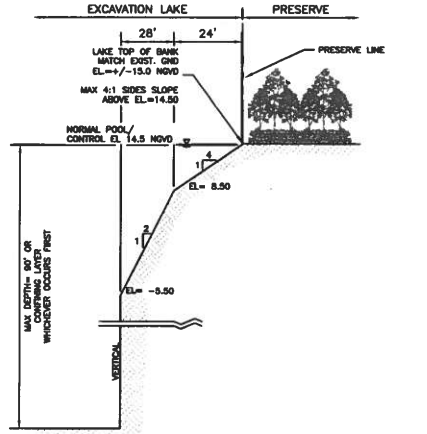
CONSULTANT
MORRIS DEWEY
 ENGINEERS & PLANNERS, L.L.C.
 LANDSCAPE ARCHITECTS
 15, 19 AND 2001 FL STATE ROAD 112, SUITE 200
 Fort Myers
 2914 Cleveland Avenue
 Fort Myers, Florida 33901
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 Toll free: 888.337.7341
 Destin
 400 South Broadway
 Suite 208
 Miramar Beach, FL 32550
 (904) 845-3377
 Toll free: 888.337.7341

REVISIONS	DATE

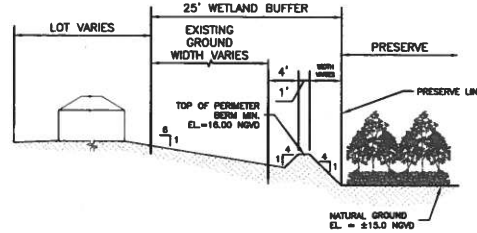
PROJECT MANAGER: MWA
 DRAWING BY: CJV
 JURISDICTION: BONITA SPRINGS
 DATE: 10/09/2010
 SHEET TITLE:
MASTER CONCEPT PLAN NOTES
 SHEET NUMBER: C-501

JOBFILE NUMBER: 16027-08

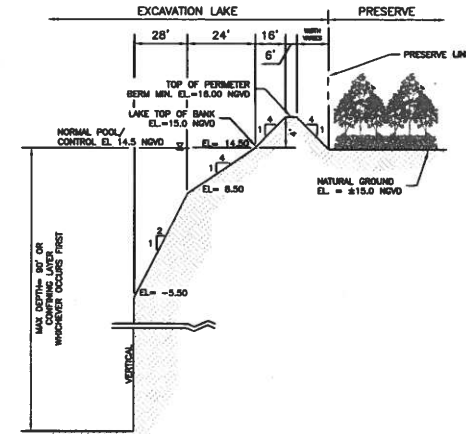
COPYRIGHT © 2010 BY MORRIS DEWEY ENGINEERS & PLANNERS, L.L.C. ALL RIGHTS RESERVED. 01/10/2010. BONITA GRANDE MINE, LLC. PROJECT NO. 16027-08. SHEET NO. C-501.



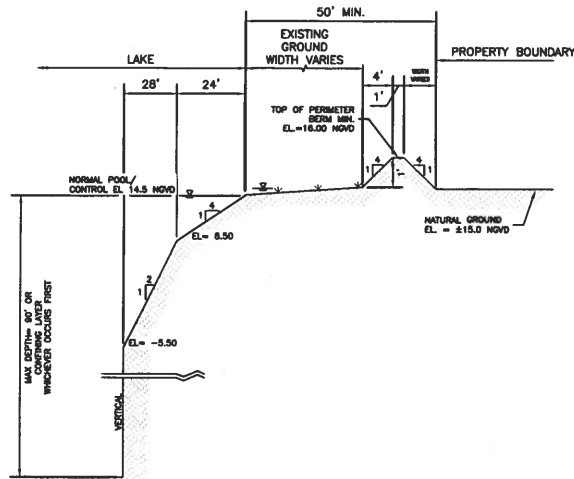
G TYPICAL INTERNAL PRESERVE - LAKE SECTION



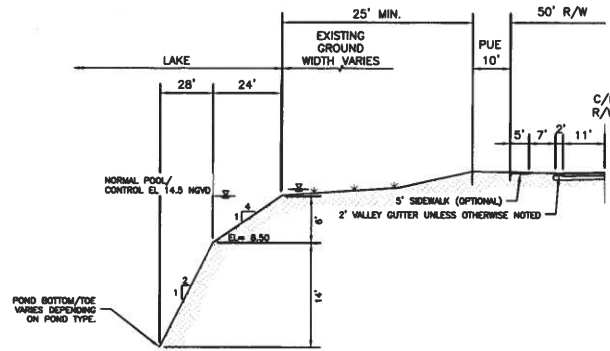
H TYPICAL PRESERVE - DEVELOPMENT SECTION



I TYPICAL EASTERN PRESERVE - LAKE SECTION



J TYPICAL LAKE - PROPERTY BOUNDARY SECTION



K TYPICAL ROAD - LAKE SECTION

PROJECT
BONITA GRANDE RESIDENTIAL PLANNED DEVELOPMENT
LOCATION
BONITA SPRINGS, FLORIDA
S 17 & 20, T 47 S, R 26 E

CLIENT
BG MINE, LLC

CONSULTANT
MORRIS DEPEW
ENGINEERS, PLANNERS & DESIGNERS
LANDSCAPE ARCHITECTS
FL PA 00000001 FL 000000000000000000
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REVISIONS	DATE

PROJECT MANAGER MWM
DRAWING BY CJV
JURISDICTION BONITA SPRINGS
DATE 10/31/2019
SHEET TITLE
MASTER CONCEPT PLAN NOTES
SHEET NUMBER C-502
JOBFILE NUMBER 16027-08

Vertical Datum: NAVD83
Scale: 1" = 10'-0"
Date: 10/31/2019
Drawing No: C-502
Project No: 16027-08
Sheet No: 98 of 102

Bonita Grande
Residential Planned Development
Schedule of Uses

ACCESSORY USES AND STRUCTURES

BOAT DOCKS

DWELLING UNITS:

SINGLE-FAMILY

TWO FAMILY ATTACHED

TOWNHOUSE

MULTI-FAMILY

ZERO-LOT LINE

ENTRANCE GATES AND GATEHOUSE

ESSENTIAL SERVICES

ESSENTIAL SERVICE FACILITIES - GROUP I ONLY

EXCAVATION:

WATER RETENTION

MINING (EXISTING ONLY)

FENCES, WALLS

HOME OCCUPATION

MODELS:

MODEL DISPLAY CENTER

MODEL HOME

MODEL UNIT

MULTI-FAMILY PARCELS ON MINING LAKES ONLY

MULTI-SLIP DOCKING FACILITY

PARKING LOT, ACCESSORY - TO A MODEL DISPLAY CENTER, HOME OR UNIT ONLY

REAL ESTATE SALES

RECREATIONAL FACILITIES, PERSONAL

RESIDENTIAL ACCESSORY USES

SIGNS IN ACCORDANCE WITH CHAPTER 6

TEMPORARY USES - TEMPORARY SALES, TEMPORARY CONSTRUCTION

Amenity Areas

ACCESSORY USES AND STRUCTURES

ADMINISTRATIVE OFFICES

BOAT RAMPS AND DOCKAGE, NOT MARINA

BOAT RENTAL

COMMUNICATION FACILITY, WIRELESS

CONSUMPTION ON PREMISES

CLUBS, CLUBHOUSE – PRIVATE

ESSENTIAL SERVICES
ESSENTIAL SERVICE FACILITIES - GROUP I ONLY
EXCAVATION, WATER RETENTION
FENCES, WALLS
FISHING PIERS
FOOD AND BEVERAGE SERVICES, LIMITED
MARINA
MODEL DISPLAY CENTER
MULTI-SLIP DOCKING FACILITY
PARKING LOT, ACCESSORY
PERSONAL SERVICES - GROUPS I & II
REAL ESTATE SALES
RECREATIONAL FACILITIES, PRIVATE ON SITE
RESTAURANTS, GROUPS I, II, & III
SIGNS IN ACCORDANCE WITH CHAPTER 6
SPECIALTY RETAIL SHOPS, GROUPS I & II
STORAGE, INDOORS
TEMPORARY USES - TEMPORARY SALES, TEMPORARY CONSTRUCTION

North Lake Park Area (All uses subject to Joint Use Agreement)

PARKS:

GROUP I – LIMITED TO FISHING PIERS; NATURE or WILDLIFE PRESERVES;
PASSIVE RECREATIONAL AND EDUCATIONAL ACTIVITIES INCLUDED, BUT NOT
LIMITED TO HIKING, NATURE TRAILS AND SIMILAR ACTIVITIES REQUIRING FEW OR
NO ON-SITE FACILITIES

GROUP II – LIMITED TO BOAT RAMPS (KAYAKS / CANOES ONLY); NATURE CENTER;
COMMUNITY PARKS; REGIONAL PARKS

PARKING LOT, ACCESSORY TO PARK USE
RECREATIONAL FACILITIES, COMMERCIAL GROUP III – LIMITED TO PASSIVE RECREATIONAL
AND EDUCATIONAL ACTIVITIES INCLUDING BUT NOT LIMITED TO HIKING, NATURE TRAILS
AND SIMILAR ACTIVITIES REQUIRING FEW OR NO ON-SITE FACILITIES
SIGNS IN ACCORDANCE WITH CHAPTER 6

Bonita Grande RPD
 Property Development Regulations

Land Uses	Min Lot Area (SF)	Min Lot Width (FT)	Min Lot Depth (FT)	Min Street Setback (FT)	Min Side Setback (FT)	Min Rear Lot Setback (FT)	Min Setback from Waterbody (FT)	Min Accessory Structure Side Setback (FT)	Min Accessory Structure Rear Setback (FT)	Min Accessory Structure Setback from Waterbody (FT)	Building Separation (FT)	Max Building Height (FT)	Max Lot Coverage (%)
Single-Family	4,500	45	100	20	5	10	20	5	5	15	10	35	60
Two-Family Attached	3,300	30	100	20	0 or 5	10	20	5	5	15	10	45	60
Townhouse	2,220	20	100	20	0 or 5	10	20	5	5	5	10	45	60
Multi-family	1,800	20	90	20	0 or 5	10	20	5	N/A	0	20	45	60
Zero-lot Line	4,500	45	100	20	0 or 5	10	20	5	5	5	10 ¹	35	60
Clubhouse/Amenity Sites	6,500	50	100	20	10	20	20	10	5	5	20	50	60

Note 1: Per LDC § 4-741(d)(2) where the master concept plan calls for single-family detached or attached zero lot line housing, each dwelling unit structure may have one wall without windows or doors on a side lot line, may encroach with eaves or cornice no more than 36 inches into the adjacent yard, and shall maintain at least a minimum 10' separation from the building on the side opposite the zero setback line

Exhibit J

ESTIMATED PLAN AMENDMENT & RPD TIME-FRAMES

EVENT	TIME-FRAME
Local Planning Agency Hearing	Published and mailed notice at least 10 days before meeting (CPA only) December 12, 2019
City Council – Transmittal Hearing	Published notice at least 7 days before meeting *recommend to combine published and mailed notice for the Local Planning Agency meeting and the City Council transmittal hearing January 15, 2020
City – Transmittal of Plan Amendment to FDEO	Within 10 working days of transmittal hearing (CPA only) January 21, 2020
FDEO and Agency Comments	Within 30 days of receipt of the plan amendment (CPA only) February 24, 2020
City Council – Adoption Hearing	Published notice at least 5 days before meeting *recommend to provide published and mailed notice at least 10 days before meeting March 4, 2020
City – Adoption Package to FDEO	Within 10 working days of adoption (CPA only) March 11, 2020

ESTIMATED PLAN AMENDMENT & RPD TIME-FRAMES

FDEO – Notification of Completeness	Within 5 days of receipt of adoption package (CPA only) March 17, 2020
Effective Date	Within 31 days of FDEO's notice of completeness (CPA only) April 17, 2020 *if timely challenged within 30 days of adoption, not effective until final order is entered.



9101 Bonita Beach Road
Bonita Springs, FL 34135
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Fax: (239) 949-6239
www.cityofbonitasprings.org

June 8, 2020

Mr. Ned Dewhirst
BG Mine LLC
23150 Fashion Drive #235
Estero, FL 33928

Re: Bonita Grande Mine Residential Planned Development (MPD) – PD20-69074-BOS-Concurrency

Peter Simmons
Mayor

Dear Mr. Ned Dewhirst:

Amy Quaremba
Council Member
District One

This letter shall serve as a certificate of concurrency compliance pursuant to Section 2-30(d) of the City of Bonita Springs Land Development Code. Consistent with the Settlement Agreement entered into between the City of Bonita Springs, BG Mine, LLC and BE 278, LLC dated December 18, 2019 the proposed residential planned development is exempt from additional concurrency and the certification review requirements of Section 2-30 for roadway facilities. As the City Manager's designee I have reviewed the requirements of Section 2-30, the traffic impact statements provided, and in consultation with the City Attorney and City transportation staff, determined that the anticipated project trips shall be considered vested for transportation concurrency. Should the terms of the Settlement Agreement be breached by either party, including the proportionate share funding contemplated off-site improvements, or should residential planned development entitlements (Exhibit I to Settlement Agreement) be amended resulting in a higher trip counts a separate concurrency review will be required before additional development orders or building permits can be issued. The validity of this certificate shall not be limited three years as provided in Section 2-30.

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Please contact me if you have any questions.

Arleen Hunter
City Manager
(239) 949-6267

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Derek Rooney
City Attorney
(239) 949-6254


John Dulmer, AICP
Community Development Director

City Clerk
(239) 949-6247

Copy:
Neale Montgomery, Pavese Law Firm
David Depew, Morris-Depew Associates
Derek Rooney, City Attorney
Sean Gibbons, Multi-modal Review
Tom Ross, Transportation Review
Trisha Goff, Professional Engineer
Matt Feeny, Public Works and Assistant City Manager
David Theriaque, Theriaque & Spain
Leah Fontanez, Administrative Assistant
PD Files

Public Works
(239) 949-6246

Code Enforcement
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

ATTACHMENT “A”**BACKGROUND AND INFORMATIONAL ANALYSIS**Introduction/Synopsis*Ownership*

The Mine Property is owned by BG Mine, LLC, a Florida Limited Liability Company. According to Lee County Property Appraiser’s records, BG Mine, LLC, acquired the Mine Property in July 2016. The Agricultural Properties are owned by three separate entities. These three entities have provided the “Applicant’s Signature and Certification” necessary for BG Mine LLC to pursue this request on the Agricultural Properties.

Location, Size, Land Use

The entire Property is located at the far northeast corner of the incorporated boundary of Bonita Springs, east of I-75 and north of East Terry Street. According to the Lee County Property Appraiser, the Mine Property consists of 1,260.82 acres within Sections 17 and 20, Township 47 South, Range 26E, and is broken out into approximately 376 acres of mining, 389 acres of acreage, buffer – conservation, water retention, 425 acres of lake, and 71 acres of right-of-way. The Agricultural Properties consist of vegetable processing. The Mine Property is currently used for limerock mining, rock processing and ancillary uses, and preservation and open space (subject to conservation easement and conditions of an industrial planned development zoning ordinance). The Agricultural Properties are currently used for agricultural operations (croplands).

Annexation

The Mine Property was annexed into the City in May 2003. While the Mine Property is located within the municipal area, it has remained subject to the requirements of the Lee County Comprehensive Plan and the Lee County Land Development Code that were in effect as of May 2003. The Agricultural Properties were annexed into the City of Bonita Springs in 2003 and according to the 2006 Evaluation and Appraisal Report, the Future Land Use Categories for the Agricultural Properties are City of Bonita Springs Density Reduction/Groundwater Resource (“DRGR”). The City Council approved amendments to the Comprehensive Plan on May 20, 2020 that designate both the Mine and Agricultural properties as Conservation Fringe on the City of Bonita Springs Future Land Use Map.

Zoning

Pursuant to Property Appraiser’s sales transactions, the Mine Property was acquired by the Applicant in 2016. The existing mining operation has been operating since the late 1980’s and was originally approved as an Industrial Planned Development (IPD) by the Lee County Board of County Commissioners pursuant to Lee County Zoning Resolution No. Z-98-071. The original Zoning Resolution was amended by Lee County in 2002, pursuant to Lee County Zoning Resolution Z-02-047, and the property was then voluntarily annexed into the City of Bonita

Springs by City of Bonita Springs Resolution No. 03-12 with a Vested Rights Determination through City of Bonita Springs via Case 2003-0001.

In 2009, a prior property owner was cited with code violations for over-excavation amongst other things, which resulted in a Compliance Agreement to bring the mine back into compliance. In 2009 and 2013, the Master Concept Plan (MCP) was amended administratively to reflect the Compliance Agreement and other changes, all internal to the site and within the existing zoning entitlements.

In 2014, a request to amend the planned development to extend the termination date of mining by ten (10) years was reviewed in accordance with the City of Bonita Springs Comprehensive Plan and the City's Land Development Code. It was discovered in 2016 that the property was never assigned a City of Bonita Springs Future Land Use Classification. Therefore, pursuant to Section 171.062(2), *Florida Statutes*, the property is subject to Lee County's Comprehensive Plan (Lee Plan) and the County's Land Development Code (LDC), in effect as of June 2003, until the City adopts a comprehensive plan amendment that includes the annexed area. The 2014 case was remanded in order to review the request in accordance with the Lee Plan and the County's LDC which were in effect in June 2003. The 2014 remanded case was found sufficient in July 2018 (change in ownership in 2016), but was never scheduled for public hearings.

The previous and current owners of the mine have applied for and received statutory extensions that extend the termination of mining date in accordance with Section 252.363, *Florida Statutes*, for state of emergencies. The declaration of a state of emergency suspends and tolls all such time requirements, notice requirements, and deadlines for final action on applications for permits and other approvals under any statutes or rules which have not yet expired to exercise the rights under a permit or other authorization for the duration of the emergency declaration for six (6) months plus the length of the tolling period. The most recent Executive Order extended the termination of mining date to May 14, 2035.

On December 18, 2019, the City of Bonita Springs approved an amendment to the IPD Zoning to expand the mining excavation limits and extend the termination of mining date to February 13, 2041, consistent with the Florida Department of Environmental Protection's (FDEP) Environmental Resource Permit (ERP) for the property and Settlement Agreement. The Agricultural Properties are zoned AG-2 Agriculture, which allow the establishment or continuation of agricultural operations, with residential uses being permitted only as ancillary to agricultural uses, and to accommodate those individuals who understand and desire to live in an agricultural environment.

Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
Subject Parcel: Industrial Planned Development (IPD); an existing mining operation with ancillary activities associated with the mining activity AND AG-2 Agricultural; vegetable processing.	Conservation Fringe
North: Agriculture (AG-2), Conservation lands	Lee County DRGR and Wetlands
East: AG-2, Vacant Lands	Lee County Conservation Lands-Upland and Conservation Lands-Wetland
South: AG-2, Crops and Vacant Lands	City of Bonita Springs Density Reduction Groundwater Resource (DRGR), Lee County DRGR and Lee County Conservation Lands-Wetland
West: AG-2 and Mobile Home, MH-2; grazing, single-family homes (Bell Villa subdivision and the Swan residence), Mobile and Recreational Vehicle Homes (Citrus Park)	City of Bonita Springs DRGR

Master Concept Plan

The request includes a four (4) page Master Concept Plan (Exhibit "B"), that depicts the proposed Master Concept Plan and Notes and Cross Sections. Sheet C-100 of the Master Concept Plan depicts the Residential, Conservation, Open Space, Lakes, Amenity, and internal roadway network. Sheet C-100 also includes the project land use breakdown, project intensity, open space calculation, deviations, and notes. Sheets C-501, C-502, and C-503 depict the various cross sections as labeled on Sheet C-100 of the Master Concept Plan.

The Master Concept Plan shows the areas in conservation and preservation. Clustered residential and amenity areas are depicted around existing mining lakes and proposed lakes. There are two entrances into the residential and amenity areas. A future 60' right-of-way will be dedicated to the City just north of the project's most northerly entrance. This 60' right-of-way is for a future roadway to the proposed Lake Park Area. The Lake Park Area will be dedicated to the City for passive park uses.

The Schedule of Uses are listed in Condition 3a of the Staff Report, and identify the specific uses for the Residential, Amenity, and Park areas. The property development regulations, which are included in Exhibit "C," further determine how these uses may develop under this Master Concept Plan.

Neighborhood Compatibility

The property is surrounded predominantly by agricultural (grazing, orchards, and crop lands), wetlands, and uplands under private and governmental ownership for conservation, preservation and passive recreational purposes. Non-conforming residential uses exist to the west consisting of single-family, mobile home, and recreational vehicles (Citrus Park and Bell Villa).

The redevelopment of this property from mining to a recreational and residential use will not adversely affect adjacent properties. The Lake Park Area will complement the Lee County 20/20 property to the north.

Environmental Considerations

Site Summary

The majority of the +/-1,343-acre site has been cleared and is an active lime rock mining operation and agricultural row crop use. The remainder of the site consists of wetland/upland preserves, lakes, roadways, perimeter berms, and mining work areas. The request is to convert the land to residential uses once the mining is finished. The attached Master Concept Plan shows the final layout of the expanded lakes, restored preserves, conservation areas, the created native open space areas, and the approved mining areas. The request to expand the mining areas will not reduce the amount of preserves and Created Native Open Space. The December 2009 Preserve and Created Native Open Space Areas Management Plan creates, preserves, and restores 384.0± acres of wetlands and uplands.

Compliance Issues

Due to unpermitted buildings, over-excavation, and encroachment into the preserve areas, a code enforcement case was opened in 2008. After some negotiation, the City and the previous owners of the mine entered into a compliance agreement. The City's hearing examiner heard the case on July 2, 2009, and both parties accepted the compliance agreement (CASE NO. 6-09-12151). Restoration consisting of removal of some structures, permitting of others, backfilling over-excavated areas, reestablishment of preserve areas, and the creation of native open space areas was addressed. A Preserve and Created Native Open Space Area Management Plan was created to implement the compliance agreement. A time table was established to complete all of the restoration activities. In summary, the restoration activities are 95% complete, with one task remaining which consists of the final removal of exotic plants and replanting of the northern Open Space Area. The restoration of this area is in progress but is not complete yet. All of the wetland/upland and open space areas are being monitored and exotic plants are being removed on an annual basis. Additionally, the Florida Department of Environmental Protection (FDEP) inspects the mine annually and follows up with any compliance issues. No issues were reported in the 2018 annual monitoring report to FDEP (the latest report available).

Wildlife

No nesting or denning of state or federally listed species is known to have occurred on-site. A bald eagle was observed on one site visit, perched on a tree in one of the preserve islands. Big Cypress fox squirrel were also observed and listed wading birds (wood stork, little blue heron, tricolored heron, white ibis, little blue heron, etc.) have been observed foraging the enhanced marshes and American alligators have been observed within both the preserves and the mining lakes. Potential listed species utilized cavities were located in two dead pine trees that were found along a berm of the newly added agricultural parcels to the south of the mine. In addition to these species, a variety of non-listed fish and wildlife species (including crayfish, mosquitofish, largemouth bass, southern leopard frog, water moccasin, brown anole, soft shell turtle, mottled duck, great egret, yellow-crowned night-heron, great blue heron, American coot, barn swallow, pied-billed grebe, belted kingfisher, barred owl, gray gnat catcher, downy woodpecker, red-shouldered hawk, marsh hawk, osprey, eastern cottontail rabbit, white-tailed deer, feral hog, and black bear) have been observed within the preserves. The presence of these species indicates that the existing mining activities are not incompatible with the wildlife that utilize the site. The utilization of the preserves by both listed and non-listed wildlife species should not be affected by the completion of the mining use.

Given the habitat on-site, there is limited potential for nesting or roosting by listed species on-site in the future. If this were to occur, it will most likely happen in the large eastern preserve (which is contiguous with off-site state-owned conservation lands) or towards the center of the larger isolated preserves on-site. The required periodic monitoring of the preserves will aid in identifying any such nesting in the future. In the event that future nesting by listed species were to occur, the mine has committed to take appropriate actions to ensure that the day-to-day mining activities would not adversely impact that nesting. The potential for this type of situation (*i.e.*, a listed species to initiate nesting on the property) has existed since the mining operations began in the 1980's and could potentially occur in the future. Consultation with USFWS and FWC will be required before issuance of local development order when the use changes from mining to

residential to address this development in Primary Panther Habitat and other listed species issues as deemed necessary by the reviewing agencies.

Wildlife Corridors/Interactions

As a part of ADD13-05318-BOS, wildlife corridors were required due to the attractive nuisance of the large open water bodies and the proposed development. Four (4) wildlife corridors were conditioned to connect to five (5) lakes. The Conservation Fringe Category also requires that an indigenous management plan address human-wildlife coexistence and buffers between development areas and preservation/conservation areas. The management plan shall be updated prior to conversion to residential use to address and reduce conflict with human/wildlife interactions.

Wellfield Protection Zones

Portions of the site are within zone 4 of the City's wellfield protection zone. New wells were installed on the western side of the site and are being monitored for a variety of physical and chemical water quality parameters. Monitoring reports are submitted and evaluated per a Development Order approval issued by Lee County. There have been no water quality problems reported to date.

Perimeter Berm

The entire mining operation is surrounded by an eight (8) to twelve (12) foot perimeter berm. Surface water is retained on-site per the usual stormwater management system which is based on a twenty-five (25) year, three (3) day storm event. The perimeter berm also stops surface water from the surrounding areas from draining into the mining area. There is an emergency overflow on the eastern side of the mine that drains into the adjacent wetlands.

Perimeter Buffers

Existing Conservation Areas encompass the totality of the eastern buffer. No buffers are required on the north and south side. The western buffer will transition from a twenty-five (25) foot type E landscape buffer to a 15' Type D landscape buffer once the mine converts to residential uses. This buffer will extend from the southernmost property line to the northern end of the residential uses, before the City park easement area begins. A 15' Type D landscape buffer will be planted on the southern boundary of the property also from Bonita Grande Drive to the start of the conservation area on the south boundary.

Hazardous Waste

A small area is used for hazardous waste storage such as gasoline, diesel fuel, and oil. This area contains the required secondary containment storage and is in compliance with DEP requirements.

Air Quality

The mine has dusty lime rock roads throughout the site. Existing zoning conditions mandate the spraying of water on the roads twice a day during the dry season to keep the dust to a minimum. Additionally, there is a truck wheel wash to spray off excess lime rock and dust. All commercial

vehicles leaving the site are required to use the wheel wash. This wheel wash was operational upon City Staff's last inspection in the Spring 2019.

Reclamation Plan

A reclamation plan is part of the mining requirements and will be instituted at the conclusion of each phase of mining. The reclamation plan restores the area into a "finished condition" and includes such items as stabilization of open unvegetated areas, lake littoral zone plantings, lake slope requirements, and berm stabilization requirements. The original lake reclamation plan has been updated to reflect phases and dates and is attached as the "Phasing Plan." An Enhanced Lake Management Plan is required by Conservation Fringe Policy 1.1.27 which includes additional measures to protect the lakes with the addition of the residentially related uses and other Land Development Code requirements regarding lakes will be addressed with the local development order for the residential use.

Lake Depth

The Applicant's test borings indicate that "the proposed depth of the operation in the expanded lake areas to 90 feet or the first confining layer is not expected to result in any negative impacts to the surrounding property or neighborhood." To date, there have been no water quality issues with the ninety (90) foot lake depth allowance. Since DEP is the technical lead in the decision for lake depth and has no objections, City Staff accepts the Applicant's statement and has no objections to the proposed lake depth of ninety (90) feet.

Traffic

The City's transportation analyst and the Lee County Department of Transportation reviewed this request. This redevelopment request is not anticipated to result in additional capacity improvements. An analysis of two key intersections will be required at local development order review to determine if intersection improvements are warranted.

Stormwater/Drainage

Existing Runoff Characteristics of the Property

According to the Applicant's Operational Plan, the mine has been designed for retention of the 25-Year 3-Day storm event. They also state that discharge only occurs via an existing permitted and constructed overflow structure which allows any stormwater that stages above the 25 year – 3-day event peak to discharge to the Flint Penn Slough located along the east side of the project site.

Proposed Drainage

Engineering has reviewed the surface water management narrative, lake management plan and MCP for the rezoning request. The applicant indicates that the proposed residential development design and Lake Park dedicated to the City will utilize a combination of stormwater methods including sheet flow, swales and ditches, and storm sewers to collect the rainfall from the development site for conveyance to the Non- Mining and Mining Lakes depicted on the Master

Concept Plan in accordance with SFWMD and City Land Development Code requirements. At the time of local development order the Applicant must show consistency with the City's Comprehensive Plan, Policy 1.1.27. For that to be achieved the Applicant may be required to provide additional elements into their design that are greater than their surface water management narrative and lake management plan. Prevention of erosion of lake banks, while increasing water quality can be achieved with the use of gutters, downspouts, bubblers/yard drains, a combination of swales and berms, flatter slopes than currently required for lake banks and littoral planting areas, a greater quantity of littoral plantings than currently required and/or, other unique shoreline stabilization methods, such as bulkheads or rip rap.

Additionally, the Applicant will be required to run an Interconnected Pond Routing (ICPR) analysis to further evaluate stormwater impacts. In accordance with the SFWMD and Florida Building Code requirements, this project will be designed to accommodate for the design of the peak stage of the 100-year 3-day storm event.

Comprehensive Plan Considerations

The Applicant has prepared a Comprehensive Plan consistency analysis as part of this application request (See Attachment "B").

The City Council approved amendments to the Comprehensive Plan on May 20, 2020 that designate both the Mine and Agricultural properties as Conservation Fringe on the City of Bonita Springs Future Land Use Map.

Policy 1.1.27: Conservation Fringe. *This category is intended to recognize geographic areas that a) include an existing vested mining operation; and b) are adjacent or proximate to lands with significant environmental resource and habitat values. As of the date of the adoption of the Conservation Fringe District, zero (0) acres have been designated as Conservation Fringe District; although the City anticipates that approximately 1,343 acres may ultimately be designated as Conservation Fringe District. The City recognizes that existing mines provide a regional supply for lime rock needs and help to minimize the impacts of new mines on the environment, surrounding land uses and roadways. Once mining is completed, the reclamation / redevelopment of the land must occur such that it is compatible with the adjacent or proximate environmental lands. Allowable land uses are limited to conservation uses; agriculture; excavation (existing vested mining operation only); residential uses at a maximum density of 0.522 dwelling units per gross acre along with accessory amenity building and private recreational areas; public uses; non-profit public recreational uses, limited to passive recreational and educational activities such as but not limited to hiking, nature trails and similar activities requiring few or no on-site facilities which will be further defined within a planned development zoning category; and essential services needed for the health, safety, and general welfare of the community such as lift stations, utility lines, potable/non-potable wells and equipment and appurtenances necessary for such systems to furnish adequate levels of service. Notwithstanding Future Land Use*

Element Policy 1.1.2.c and Conservation/Coastal Management Element Policy 15.1.5, wetland and resource protection acres are eligible to be counted as part of the gross acreage for density purposes, but all density must be clustered on the permitted upland portion and/or disturbed land of an approved master concept plan for the reclamation/redevelopment plan. Contiguous property to the existing vested mining operation may be included in the Conservation Fringe District, up to a maximum of 7% of the existing vested mining operation area for residential purposes only. The cumulative total number of units for all properties designated as Conservation Fringe District shall not exceed a maximum of 700 units. Development within this Conservation Fringe District must adhere to the following innovative design and planning conditions:

- 1. The property (including contiguous property if applicable) shall be rezoned to a Planned Development. If the property is already zoned Planned Development, the Planned Development shall be amended to comply with the requirements of this Policy no later than completion of the existing mining operation (if applicable) but no later than 12/31/2041.*
- 2. The Planned Development rezoning shall include a minimum of 60% open space calculated over the net project area, not including existing mining lakes and public road right-of-way, and shall implement the following, to the maximum extent feasible:*
 - a. Restoration and accommodation of existing and historical regional flow ways;*
 - b. Restoration and accommodation of existing and historic groundwater levels;*
 - c. Restoration and preservation of wetlands;*
 - d. Restoration and preservation of indigenous upland habitats; and*
 - e. Where applicable, provision of critical wildlife connections to adjacent conservation areas.*
- 3. A proposed enhanced lake management plan for lakes created by mining activities shall be provided at the time of the Planned Development rezoning. The enhanced lake management plan shall be in addition to any previously approved lake management or reclamation plan for the property, and shall include, at a minimum, the following:*
 - a. Application of best management practices for fertilizers and pesticides;*
 - b. Provision for erosion control and lake bank stabilization;*
 - c. Establishment of lake maintenance requirements; and*
 - d. Establishment of an education program for any homeowners' association for the property regarding such issues as restricted lake uses, fertilizer use, lake bank planting requirements, and best management practices.*
- 4. Through the Development Order process, a site specific ecological and hydrological restoration plan shall be developed, which shall include, at a minimum, the following:*

- a. *Excavation and grading plans;*
 - b. *Analysis of hydrological improvements and water budget for both land surface and subsurface; and*
 - c. *For areas previously farmed or impacted by mining activities and proposed for preservation or conservation, replanting plans, habitat restoration plans, success criteria, and long-term monitoring and maintenance plans.*
5. *A Conservation Easement for each preservation area shall be platted as part of a master plat for the property and dedicated to the appropriate maintenance entity which has been approved by the City.*
6. *Indigenous management plans shall address human-wildlife coexistence and buffers between development areas and preservation/conservation areas.*
7. *Landscaping shall use Florida Friendly Planting with low irrigation requirements in Common Elements.*
8. *A minimum of 1.5 inches of water quality treatment shall be provided for the developed areas of the project.*
9. *Stormwater runoff shall be directed into treatment areas prior to discharge to mining lakes that provide additional storage for 0.5 inches of runoff for the developed area. This pretreatment of stormwater prior to entering the mining lakes will not be required if additional protective measures can be demonstrated that the stormwater discharge from the project exceeds City and State requirements.*
10. *Existing vested mining uses shall be eliminated within an appropriate phasing schedule as part of the Planned Development rezoning approval but no later than 12/31/2041.*
11. *Existing or proposed public potable water wells shall be protected.*
12. *On-site and off-site improvements to transportation infrastructure needed to mitigate the traffic impacts of the Planned Development rezoning shall be provided, subject to any prior agreements. These improvements shall use, insofar as is practical, low impact roadway design, linear filter marsh retention elements, and other "green" roadway design features as applicable.*
13. *The Planned Development project shall connect to public water and sewer service provided by Bonita Springs Utilities and shall connect to reclaimed water if available.*
14. *Written verification as to adequate public services for the Planned Development rezoning shall be obtained from the Bonita Springs Fire Control & Rescue District, the Lee County Sheriff's Office, the Lee County Emergency Medical Services, and the Lee County School District.*
15. *The proposed Planned Development rezoning shall not result in material, detrimental impacts to existing or future potable water supply resources.*
16. *Golf course use is prohibited.*

Final densities and non-residential uses shall be determined as part of the Planned Development rezoning process and shall be based upon a demonstration of compatibility of the proposed development with adjacent and proximate development.

The applicant's Master Concept Plan has clustered the residential density and amenity areas around existing mining lakes and conservation areas. The Master Concept Plan also identifies a Lake Park area along the northerly boundary, which is complimentary to the Lee County 20/20 lands to the north. The request includes a variety of residential dwelling unit types on a variety of lots sizes surrounding the mining lakes, so as to cluster development and minimize negative impacts to environmentally sensitive areas. The City Staff has recommended environmental and engineering conditions that further the intent of this policy.

This rezoning request is also consistent with the City's Comprehensive Plan by permitting these land uses that are appropriate, compatible, and suitable based on the surrounding area.

The proposed amendments are consistent with the City's planning vision and the Goals, Objectives, and Policies of the City's Comprehensive Plan, including:

- FLUE Objective 1.1 to designate future land uses consistent with the natural and built-up environment;
- Conservation/Coastal Management (CCME) Element Goal 7 to manage wetland and upland ecosystems to maintain and enhance native habitats, floral and faunal species diversity, water quality, and natural surface water characteristics;
- CCME Policy 7.2.2 to prevent incompatible development in and around environmental sensitive lands;
- CCME Policy 7.2.7 to promote long-term maintenance to natural systems through instruments such as conservation easements and restrictive zoning;
- CCME Policy 7.3.1 to continue to maintain and enhance fish and wildlife diversity and distribution;
- CCME Objective 7.4 to continue to protect habitats of endangered and threatened species and species of special concern; and
- Stormwater Management/Aquifer Recharge Sub-Element Goal 1 to protect and improve the quality of receiving waters and natural areas and the functions of natural groundwater aquifer recharge areas while also providing flood protection for existing and future development.

Planned Development Analysis, Formal Findings LDC 4-131 and LDC 4-299

Review criteria	Yes – Mostly - Partly - No
Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation; and	Yes – The request is consistent with the densities, intensities, and design principles of the Conservation Fringe Future Land Use Category.
The request meets or exceeds performance and location standards set forth for the proposed uses; and	Non-applicable. This is a carry-over provision from Lee County where performance and location standards are evaluated as a part of the Lee Plan.
Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan; and	Yes – The request is consistent with the maximum density of 700 dwelling units, with amenity, and passive park uses.
The request is compatible with existing or planned uses in the surrounding area; and	Yes – The request and proposed Master Concept Plan follow the design principles as set forth in the Conservation Fringe Future Land Use Category.
Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development; and	Yes – This project may be responsible for its proportionate share of intersection improvements at time of local development order. No adverse capacity issues are contemplated.
Will the request adversely affect environmentally critical areas and natural resources; and	No – The environmentally sensitive lands are included in recorded conservation easements.
Public facilities are, or will be, available and adequate to serve the proposed land use; and	Yes - Public facilities will be available and/or provided to the site at the Applicant's expense.
The proposed use or mix of uses is appropriate at the subject location; and	Yes – The development adheres to the design principles set forth in the Conservation Fringe Future Land Use Category.

<p>The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest; and</p>	<p>Yes – Conditions relative to previously permitted and existing uses are included. Conditions for water management (water quantity, quality, and stabilization), transportation and multimodal, and other infrastructure requirements are included.</p>
<p>The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development; and</p>	<p>Yes – Conditions address the conversion of the property from mining and agricultural uses to residential and recreational uses.</p>
<p>Deviations enhance the achievement of the objectives of the planned development and preserves and promotes the general intent of this chapter to protect the public health, safety and welfare</p>	<p>Mostly- Staff supports all deviations, except for Deviation 11. All other deviations are requested based in the nature of the existing site and its redevelopment into residential and recreational uses. Staff's justifications for the recommendations are included in the Staff Report.</p>



NEIGHBORHOOD MEETING REQUIREMENT

Community Development Dept. | 9220 Bonita Beach Road, Ste. 111 | Bonita Springs, FL 34135 | (239) 444-6150 | permitting@cityofbonitaspringscd.org

RE: Neighborhood Meeting Mandatory Requirement for Comprehensive Plan Amendment, Rezoning (conventional or planned development), and Special Exception applications.

On September 5, 2018 the Bonita Springs City Council adopted regulations for Neighborhood Meetings. The purpose of a neighborhood meeting is to educate occupants and owners of nearby lands about the proposed development and application, receive comments, address concerns about the development proposal, and resolve conflicts and outstanding issues, where possible.

Neighborhood meetings are mandatory for applications for a future land use map amendment, rezoning, and special exception. Neighborhood meetings are optional for all other applications. Applicants are required to conduct a neighborhood meeting prior to filing its application with the city and a second neighborhood meeting within 30 days after the city has deemed the application to be sufficient.

Please see City of Bonita Springs LDC Section 4-28 or our website for more information.

For additional questions, contact the Planner on Call at (239)-444-6166.

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT



PUBLIC HEARING APPLICATION FOR PLANNED DEVELOPMENT

Community Development Department | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: (239) 444-6150 | Fax: (239) 444-6140

Applicant's Name: BG Mine LLC
Project Name: Bonita Grande Residential Planned Development
STRAP Number(s): See attached
Application Form: **Computer Generated*** **City Printed**

* By signing this application, the applicant affirms that the form has not been altered.

STAFF USE ONLY

Case Number: PD20-69074-BUS **Date of Application:** April 14, 2020
Fee: See Receipt
Current Zoning: IPD/AG-2
Land Use Classification(s): Conservation Fringe **Comp. Plan Density:** 700 du max
Date of Zoning Public Hearing: 6/16/2020 **Date of City Council Public Hearing:** 6/3/2020
Planner Assigned: J Dulmer J Jensen
Staff Recommendation: See Staff Report

TYPE OF APPLICATION

DRI **PD – Existing Development** **PD – Amendment**
 Option 1 **Option 2**

**PART I
APPLICANT\PROPERTY OWNERSHIP INFORMATION**

A. Name(s) of applicant(s): BG Mine LLC

Mailing Address: Street: 25501 Bonita Grande Drive

City: Bonita Springs State: FL Zip: 34135

Phone Number: Area Code: 239 Number: 344-1280 Ext: _____

E-mail: NDewhirst@oakbrookco.com

B. Relationship of applicant to property:

Owner Trustee Option holder Lessee Contract Purchaser
 Other (indicate): _____

*If applicant is NOT the owner or the person authorized by the Covenant of Unified Control, submit a **Notarized Authorization Form** from the owner or his authorized representative. Label as Exhibit I-B.*

** If the application is City-initiated, enter the date the action was initiated by the Council: _____ Attach a copy of the "green sheet" and a list of all property owners, and their mailing addresses, for all properties within the area described. Names and addresses must be those appearing on the latest tax rolls of Lee County. Label the "green sheet" as "Exhibit I-B-2" and the list as "Exhibit I-B-3". [Sec. 4-193]*

C. Name of owner(s) of property: See Attached list

Mailing Address: Street: _____

City: _____ State: _____ Zip: _____

Phone Number: Area Code: _____ Number: _____ Ext: _____

Fax Number: Area Code: _____ Number: _____

D. Date property was acquired by present owner(s): 7/1/2016; 07/25/2013; 07/08/2019; 08/08/2006;

E. Is the property subject to a sales contract or sales option? _____ NO YES

F. Is owner(s) or contract purchaser(s) required to file a disclosure form? _____ NO YES. If yes, please complete and submit Exhibit I-F (attached).

G. Are there any existing deed restrictions or other covenants on this property which may affect this request?

NO _____ YES. If yes, submit a copy of the deed restrictions or other covenants and a statement explaining how the restrictions may affect the requested action. Label as "Exhibit I-G".

H. Authorized Agent(s): List names of authorized agents (submit additional sheets if necessary).

Name: Morris Depew Associates, Inc.

Address: 2914 Cleveland Avenue, Fort Myers, FL 33901

Contact Person: Tina M. Ekblad MPA, AICP, LEED AP

Phone: 239-337-3993 E-mail: tekblad@m-da.com

**PART II
GENERAL INFORMATION**

A. Request:

1. Rezoning from IPD/AG-2 TO:(check all applicable)

<input checked="" type="checkbox"/> RPD - Residential	<input type="checkbox"/> MPD - Mixed Use
<input type="checkbox"/> MHPD - Mobile Home	<input type="checkbox"/> RVPD - Recreational Vehicle
<input type="checkbox"/> CPD - Commercial	<input type="checkbox"/> CFPD - Community Facilities
<input type="checkbox"/> IPD - Industrial	<input type="checkbox"/> AOPD - Airport Operations

2. Option Chosen: N/A Option 1 N/A Option 2

3. Other - Provide specific details. _____

B. Legal Description and Boundary Sketch: Is property within a platted subdivision recorded in the official Plat Books of Lee County?

NO. Attach a legible copy of the legal description (label it Exhibit II-B-1.) and Certified sketch of description as set out in chapter 5J-17.053. (labeled Exhibit II-B-2.). **If the legal description is available on computer disc (Word or Word Perfect) please provide a copy at time of application.**

YES. Property is identified as:

Subdivision Name: _____

Plat Book: _____ Page: _____ Unit: _____ Block: _____ Lot: _____

Section: _____ Township: _____ Range: _____

Attach a copy of the Plat Book page with subject property clearly marked. Label this Exhibit II-B-3.

C. Project Street Address: 25501 Bonita Grande Drive

D. General Location Of Property (referenced to major streets): The property is located at the northern terminus of Bonita Grande Drive, approximately two miles north of Bonita Beach Road.

E. City of Bonita Springs Plan Information

1. City of Bonita Springs Land Use Classification: Conservation Fringe

2. Are you proposing any City of Bonita Springs amendments which could affect the subject property?
 NO YES If yes, submit a copy of the proposed amendment (labeled as "Exhibit II-E-1") along with a statement as to how the proposed amendment will affect your property (labeled as "Exhibit II-E-2").

F. Drainage, Water Control and Other Environmental Issues

1. Is the property within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s?
 NO YES. If yes, specify the minimum elevation required for the first habitable floor.
 NGVD (MSL)

2. Are there any environmentally sensitive lands such as, but not limited to: wetlands, mangrove forests, creek & river shorelines, sand dunes, xeric scrub, mature pine forests, or other unique land forms as defined in the Bonita Plan Goal 15 and it's Objectives and Policies, Objective 4.1, Policies 7.1.1 d. 2, 7.2.3, Goal 14 and Policies 14.1.1 through 14.3.5 and applicable sections of the Land Development Code (LDC). Are there any listed species occupied habitat as defined in the Bonita Plan or LDC on the subject property, Bonita Plan Policy 7.1.1 d. 2, 7.4.1 through 7.10.3, Objective 7.12 and Policies 7. 12.1 through 7.12.3, and applicable sections of the LDC?

_____ NO X YES If yes, delineate these areas on a map or aerial photo and label it Exhibit II-F-1. Also, complete Exhibit II-F-2 attached hereto.

G. Present Use of Property: Is the property vacant? X NO _____ YES

If the property is not vacant, the owner or applicant's signature on this application indicates that the Owner agrees to either remove all existing buildings and structures, OR that the proposed use of the building or structure(s) will be in compliance with all applicable requirements of the Land Development Regulations. **[Sec. 4-194(b)(3)]**

Briefly describe current use of the property: The majority of the property is and active mine. The south 74.9 acres are in active agricultural use.

H. Property Dimensions

- 1. Width (average if irregular parcel): 5,158.9 Feet
- 2. Depth (average if irregular parcel): 11,436.26 Feet
- 3. Frontage on road or street: 11,000+ Feet on Bonita Grande Drive
(Name of street)
- 4. Total land area: 1342.60 Acres or Square Feet

I. Land Area Calculations

- 1. Undevelopable Areas:
 - a. Freshwater wetland areas 370.9
 - b. Other wetland areas 0
 - c. Submerged land subject to tidal influence: 0
 - d. Total (a + b + c): 370.9
- 2. Remaining developable land (H.4 less I.1.d): 971.7

**PART III
PROPOSED DEVELOPMENT**

A. Nature of Request

1. Will the development contain living units? _____ NO YES. If the answer is yes, please indicate the total number of living units proposed, by type:

700 Single Family _____ Mobile Homes _____ Recreational Vehicles

_____ Zero-Lot-Line _____ Duplex/Two Family _____ Townhouses

200* Multiple Family 700* TOTAL ALL TYPES *Up to a maximum of 200MF units are permitted provided the total number of residential units does not exceed 700.

2. If the development will contain living units, please complete Exhibit III-A-2 (attached) and enter the following information:

a. PERMITTED total units (from Exhibit III-A-2): 0

b. PROPOSED total units (from A-1. above): 700

c. PROPOSED density (from Exhibit III-A-2): .5214

3. Will the development contain non-residential areas? NO _____ YES. If the answer is yes, please indicate the size [gross square footage (gsf) unless indicated otherwise] of each general class of uses below:

Retail: _____ Total gsf

Offices: _____ Total gsf

Medical: _____ gsf Non-medical: _____ gsf

Hotel/Motel: _____ Total units

Size of units: _____ 0-425 sq. Ft. _____ 426-725 sq. Ft. _____ 726 or more sq. Ft.

Industrial: _____ Total gsf

Under roof: _____ gsf Not under roof: _____ gsf

Mines, Quarries, or General Excavation: Acres to be excavated: _____

Other-specify: Amenity Area up to 60,000 square feet

Number of Beds (if applicable): _____ OR: _____ gsf

4. Building Height

50 Maximum height of buildings (in feet above grade)

_____ Number of Habitable Floors

5. Aviation Hazard: Do you propose any structures, lighting, or other features that might affect safe flight conditions?

NO _____ YES. If yes, please submit an explanation and label it Exhibit III-A-5.

B. Facilities

1. Fire District: Bonita Springs Fire Control & Rescue District

2. Water Supply

a. Estimated daily consumption of potable water:

- 1. Residential units: 175000 gpd
- 2. Mobile Home units: _____ gpd
- 3. Rec. Vehicle units: _____ gpd
- 4. Commercial: _____ gpd
- 5. Industrial: _____ gpd

b. Source of potable water: Bonita Springs Utilities

c. Do you have a written agreement from the utility company to serve your project?

NO YES. If yes, please submit a copy of the agreement.

d. Source of Non-potable water: None

3. Sanitary Sewer Service

a. Estimated daily production of wastewater:

- 1. Residential units: 140,000 gpd
- 2. Mobile Home units: _____ gpd
- 3. Recreational Vehicles: _____ gpd
- 4. Commercial: _____ gpd
- 5. Industrial: _____ gpd

b. Is any special effluent anticipated? NO YES. If yes, please complete Exhibit III-B-3 (attached).

c. Source of sanitary sewer service: Bonita Springs Utilities

d. Do you have a written agreement from the utility company to serve your project?

NO YES. If yes, please submit a copy of the agreement.

e. Will a private on-site disposal facility be used? NO YES. If yes, please complete Exhibit III-B-3 (attached).

f. Are individual sewage disposal systems proposed? NO YES.

C. Transportation

1. Has this project been exempted from filing a Traffic Impact Statement?

NO YES NOT REQUIRED (Exist. development). If it has been exempted, attach a copy of the exemption and label it Exhibit III-C.

PART IV - SUBMITTAL REQUIREMENTS

SUB	COPIES REQUIRED				Exhibit #	Item
	DRI	PD	EXIST	MINOR		
	15	15	15	15		Completed application [4-193(b)]
	1	1	1	1		Application Fee [2-571]
	2	2	2	2	I-B-1	Notarized Authorization Form (if applicable) [4-194]]
	2	2	2	2	I-B-2	Green Sheet (If applicable)
	2	2	2	2	I-B-3	List of Property Owners (If applicable) [4-194(a)(5)]
	2	2	2	2	I-B-4	Notarized Covenant & doc. Of Unified Control [4-194(b)(1)(b)]
	1	1	1	1	I-B-5	Surrounding Property Owners List [4-194(a)(6)]
	2	2	2	2	I-B-6	Property Owners Map 4-194(a)(7)]
	2	2	2	2	I-B-7	Mailing Labels for Surrounding Property Owners
	2	2	2	2	I-F	Notarized Disclosure Form (if applicable) [4-194(b)(1)]
	2	2	2	2	I-G	Deed Restrictions & Narrative (if applicable) [4-194(b)(2)]
	15	15	15	15	II-B-1	Legal Description [4-196(1)]
	15	15	15	15	II-B-2	Certified sketch of description (if applicable) [4-196(1)]
	2	2	2	2	II-B-3	Plat Book Page (if applicable) [4-196(1)]
	15	15	15	15	II-D	Area Location Map [4-194(a)(4)]
	15	15	15	15	II-E-1	Bonita Springs Plan Amendment (if applicable) [4-295(a)(5) & 4-370]
	15	15	15	15	II-E-2	Narrative/how prop. complies with Bonita Comp Plan, etc. [4-295(a)(5)]
	15	15	15	15	II-F-1	Environ. Sensitive Lands map (if app.) [4-325(c)]
	4	4	4	4	II-F-2	Environmental Assessment [4-1339]
	15	15	4	4	II-F-3	Exist. zoning & current land use map/photo [4-295(a)(4)a]
	15	15	4	4	II-F-4	Soils, vegetation and ground cover maps [4-295(a)(4)c.]
	15	15	4	4	II-F-5	Topography map (if available) [4-295(a)(4)c.]
	15	15	-	-	III-A-2	Density Calcs (if applicable) [4-295(a)(6)c.]
	15	15	-	-	III-A-5	Aviation Hazard (if applicable) [4-987 et seq.]
	15	15	-	-	III-B-3	Sanitary Sewer Facilities(if applicable) [3-353]
	6	6	-	6	III-C	Traffic Imp. Statement (if applicable) [4-295 (a)(7)]
	6	6	-	6	III-C	TIS Exemption Form (if applicable) [4-295(a)(7)]
	15	15	6	6	IV-A	Public transit routes map (if applicable) [4-295(a)(4)d.]
	15	15	6	6	IV-C	Existing easements and r-o-w map. [4-295(a)(4)e.]
	15	15	15	15	IV-D	Description of proposed development. [4-295(a)(6)]
	15	15	15	15	IV-E	Master Concept Plan (Option 1) [4-295(a)(6)a]
	15	15	15	15	IV-F	Master Concept Plan (Option 2) [4-295(a)(6)b]
	1	1	1	1		11 inch by 17 inch copy of the Master Concept Plan
	15	15	15	15	IV-G	Schedule of Uses [4-295(a)(8)]
	15	15	15	15	IV-H	Schedule of Dev. & Justification [4-295(a)(9)]
	4	4	-	-	IV-I	Surface Water Management Plan [4-295(b)(1)]
	4	4	-	-	IV-J	Protected Species Management Plan [4-295(b)(2)]
	15	15	15	15	IV-K	Program for phased development (if applicable) [4-295(b)(3)]
	15	15	15	15	IV-L	Hazardous Material Emergency Plan (if applicable) [4-194]]
	-	-	4	-	IV-M	Mobile Home Park Rezoning Information [4-195(d) et seq.]
	3	3	3	3	IV-N	Aerial [4-295(a)(4)(b)]
	3	3	3	3	IV-O	Map of Historical & Archaeological Sites [4-295(a)(4)(f)]
	3	3	3	3	IV-P	Possible Impacts on Historical & Archaeological Sites[4-295(a)(4)(f)]
	1	1	1	1	IV-Q	Application and Exhibits on CD-ROM

***At least one copy must be an original.**

PART V

AFFIDAVIT

I, _____ certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

Signature of Owner or Owner-authorized Agent

Date

Typed or printed name and title

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this _____ day of _____ 20____, by _____, who is personally known to me or who has produced _____ as identification.

Signature of notary public

(SEAL)

Printed name of notary public

PART I – GENERAL EXPLANATORY NOTES

THE APPLICANT MUST PAY THE APPROPRIATE APPLICATION FEE AS SET FORTH BY THE CITY.

UPON WRITTEN REQUEST, THE DIRECTOR MAY MODIFY THE SUBMITTAL REQUIREMENTS CONTAINED IN THIS SECTION IF THE APPLICANT CLEARLY DEMONSTRATES THAT THE SUBMISSION WILL HAVE NO BEARING ON THE REVIEW AND PROCESSING OF THE APPLICATION. THE REQUEST AND THE DIRECTOR'S WRITTEN RESPONSE MUST ACCOMPANY THE APPLICATION SUBMITTED AND WILL BECOME A PART OF THE PERMANENT FILE.

PART I – EXPLANATORY NOTES

- A. Applicant's Name: Application may be made by the landowner or the authorized agent. **[Sec. 4-193(a)]** Where there is more than one owner, either legal or equitable, then all such owners must jointly initiate the application. Exceptions to this are:
- 1) It is not required that both husband and wife initiate the application on private real property owned by them.
 - 2) The property is subject to a land trust agreement, the trustee may initiate the application.
 - 3) The fee owner is a corporation, any duly authorized corporate official may initiate the application.
 - 4) The fee owner is a partnership, the general partner may initiate the application.
 - 5) The fee owner is an association, the association may appoint an agent to initiate the application on behalf of the association.
 - 6) The property is a condominium or time-share condominium, refer to Sec. 4-193(a)(1)b. for rules.
 - 7) The property is a subdivision, refer to Sec. 4-193(a)(1)c. for rules.
 - 8) Rezoning initiated by the City Council on property not owned by the City.
- B. Relationship of applicant to owner: If the applicant is not the owner of the property or the person authorized to represent the owner through the Covenant of Unified Control, the applicant must submit proof of authority to represent the owner. This may be accomplished with a **notarized** authorization form from the owner or his authorized representative. Label this submittal as Exhibit I-B-1.
- If the owner does not desire to sign the attached Covenant of Unified Control he may submit an alternate document for consideration by the City Attorney's office prior to submitting the application for rezoning. A copy of the City Attorney's approval of the document must be submitted with the application.
- If the application is City-initiated by the City of Bonita Springs Council, attach a copy of the "green sheet" whereby the action was authorized. Label the copy as Exhibit I-B-2.
- Submit a list of the names of all property owners and their addresses for property included within the requested action. Label as Exhibit I-B-3.
- C. Name of owner (s): see F. below
- D. Date property was acquired by present owner(s). If the City initiated the rezoning and does not own the property or have it under contract for purchase, enter "Not Applicable".
- E. If the request is City-initiated and the City is not purchasing the property, enter "Not Applicable".
- F. Disclosure Form: Except for City-Initiated rezonings, a Disclosure Form (Exhibit I-F, attached) must be submitted for any entity whose interest in the property is other than solely equity interest(s) which are regularly traded on an established commodities market in the United States or another Country.
- G. Existing Deed Restrictions: A copy of the deed restrictions on the subject property, if any, and a statement as to how the deed restrictions may affect the requested action must be submitted.
- H. Authorized Agent(s): If the owner or applicant has authorized agent(s) to act on his/her behalf, list the agent(s) name, mailing address and phone number. If City-initiated, enter "Not Applicable".

PART II – EXPLANATORY NOTES

A. Nature of Request:

1. If for rezoning to a Planned Development district, indicate the zoning classification(s) being requested.
2. If not for rezoning provide specific details of the action requested. (eg. Amendment to PD. Etc),

B. Legal Description: **If rezoning to more than one district, a separate legal description must be provided for each classification requested.**

If the property is not within a platted subdivision recorded in the official plat books of Lee County, a complete legal description must be attached which is sufficiently detailed and legible so as to be able to locate said property on county maps or aerial photographs. The legal description must include the Section, Township, Range, and parcel number(s).

If the application includes multiple contiguous parcels, the legal description may describe the perimeter boundary of the total area, and need not describe each individual parcel, except where different zoning requests are made on individual parcels. Label the legal description as Exhibit II-B-1.

If the request is owner-initiated, a survey or a certified sketch of description as set out in chapter 5J-17.053, Florida Administrative Code must be submitted, unless the subject property consists of one or more undivided platted lots. If the application includes multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included.

The Director has the right to reject any legal description which is not sufficiently detailed or legible so as to locate said property, and may require a certified survey or boundary-survey prepared by a surveyor meeting the minimum technical standards for land surveying in the state, as set out in chapter 5J-17.053, F.A.C. Boundaries must be clearly marked with a heavy line. The boundary line must include the entire area to be developed. If the request is owner-initiated the Federal Emergency Management Agency flood zone and required finished floor elevation must be shown as well as the location of existing structures on the property.

C. Project Street Address: If the street address is unknown, the address may be obtained from the Lee County E-911 Addressing Division at (239) 338-3200.

D. General Location: The general location should reference known major streets so as to indicate to the general public the location of the property. A property location map must be submitted. Label the map as Exhibit II-D.

E. City of Bonita Springs Plan Information:

1. List the current City of Bonita Springs Land Use Classification of the subject parcel(s).
2. City of Bonita Springs Plan Information. Submit a copy of any amendment being proposed to the City of Bonita Springs Plan by the applicant which may affect the subject property as well as the Planning Division's reference number for the amendment. Label the proposed amendment as Exhibit II-E-1. Attach a statement as to how the amendment will affect your property. Label the statement as Exhibit II-E-2.

F. Drainage, Water Control and Other Environmental Issues

2. If environmentally sensitive areas exist on the site, an environmental assessment must be prepared that examines the existing conditions, addresses the environmental problems, and proposes means and mechanisms to protect, conserve, or preserve the environmental and natural resources.

H. Property Dimensions: If the parcel is irregularly shaped, indicate the average width and depth of the property. Indicate the length of property abutting any existing street rights-of-way or easements. If property abuts more than one street, indicate frontage on each street.

The total area (in square feet or acres) of the property.

I. Land Area Calculations

1. Undevelopable Areas: Insert the area of land identified as undevelopable by the following terms:
 - a. Freshwater wetlands
 - b. Other wetlands
 - c. Submerged land subject to tidal inundation. The area of land which is submerged and is subject to tidal inundation.

PART III – EXPLANATORY NOTES

A. Nature of Request

5. Aviation Hazard: If your project is near any commercial or general aviation facility or within any area delineated on the Lee County Port Authority Airspace Notification Map as a notification area, describe any structures (including proposed communication towers), lighting, or other features which could adversely affect safe flight, and labeled it Exhibit III.A.5.

B. Facilities

1. Fire District: List the Fire District in which the property is located.
2. Water Supply:
 - a. Estimate the daily consumption of potable water by the proposed project.
For residential projects, use 250 gpd (gallons per day) per unit. If the water treatment facility serves only mobile homes or recreational vehicles, the following figures may be used:
 - Mobile Homes use 187.5 gpd. per unit.
 - Recreational Vehicles use 150 gpd. per unit.For all other types of projects, show calculations and source of consumption rates utilized.
 - b. If the property lies wholly or partly in the certificated franchised service area of an established water utility, name the utility company.
If a private, on-site, potable water system is proposed, please provide a description of the system.
 - d. Source of non-potable water service: If a separate system is proposed for non-potable (irrigation) water uses, please specify the source.
3. Sanitary Sewer Service.
 - a. Estimated daily production of wastewater
For residential projects use 200 gpd (gallons per day) per unit. If the sewage treatment facility serves only mobile homes or recreational vehicles, the following figures may be used:
 - Mobile Homes use 150 gpd per unit.
 - Recreational Vehicles use 120 gpd per unitFor all other types of projects, show calculations and source of consumption rates utilized.
 - b. If any special types of effluent can be anticipated, please submit Exhibit III.B.3. (attached)
 - c. If the property lies wholly or partly in the certificated or franchised service area of an established sanitary sewer district or sewer utility name the utility.
 - e. If a private, on-site, wastewater treatment and disposal facility is proposed, please submit Exhibit III.B.3 (attached).

PART IV - EXPLANATORY NOTES: Exhibits not previously discussed.

Surrounding Property Owners List: A complete list of all property owners, and their mailing addresses, for all property within three hundred seventy-five (375) feet [five hundred (500) feet if for a COP] of the perimeter of the subject property or the portion thereof that is the subject of the request. Names and addresses of property owners shall be deemed to be those appearing on the latest tax rolls of the County. The applicant is responsible for the accuracy of such list. **[Sec 4-194(a)(6)]**

Property Owners Map: A City Zoning map or other similar map displaying all of the parcels of property within three hundred seventy-five feet [five hundred (500) feet if for a COP] of the perimeter of the subject parcel or the portion thereof that is the subject of the request, referenced by number or other symbol to the names on the property owners list. The applicant shall be responsible for the accuracy of the map. **[Sec. 4-194(a)(7)]**

Unified Control Documentation. A notarized document (see Exhibit IV-D) corroborating unified control over the subject parcel. **[Sec. 4-295(a)(3)]**

If the owner does not desire to sign the attached Covenant of Unified Control he may submit an alternate document for consideration by the City Attorney's office prior to submitting the application for rezoning.

Existing Conditions: **[Sec. 4-295(a)(4)]** NOTE: If more than one of the following requirements is shown on the same set of maps or photos, please mark the document with all appropriate exhibition numbers.

Existing zoning and current uses: Show existing zoning and current land uses surrounding the property to a distance of 375 feet.

Soils, vegetation and ground cover: Classified in accordance with USDA/SCS system and the Florida Land Use and Cover Classification System, respectively

Topography: Provide a City of Bonita Springs Topographical map (if available).

Public Transit: Show the property in relation to existing and proposed public transit routes and bus stops, including what facilities exist at the bus stop.

Environmental Assessment: Areas of encroachment by undesirable exotic (floral) species, the line of mean high water, and jurisdictional boundaries of state and federal agencies, and Coastal Construction Setback Lines. If the site contains unique landforms or biological areas such as creek beds, sand dunes, coastal or interior hammocks, or old growth pine flatwoods, additional information may be required including wildlife and plant inventories and hydrologic details, in order to identify the highest quality biological communities and develop suitable conservation measures. Please contact the City of Bonita Springs Community Development at 239-444-6150 with any questions concerning this environmental assessment.

Master Concept Plan: Refer to Sec. 4-295 (a)(6)a.3. or b. 3. AND 4-295(a)(7)a. for information.

Schedule of Uses: [Sec. 4-295(a)(7)]

1. A summary of the kinds of uses proposed for the entire site (for projects containing residential uses, this shall include the types of proposed dwelling units);
2. The units (gross square feet for commercial/industrial uses, number of units for residential, motel/ hotel uses, beds for institutional types of uses, etc.) of each kind of use for the entire site;
3. For developments containing uses for which the parking requirements are to be determined by the Director, the number of parking spaces proposed for those uses.

Schedule of deviations: Refer to Sec. 4-295(a)(6)a.9. or b.9. and 4-295(a)(7)d.

Traffic Impact Statement: [Sec. 4-295(a)(6)a.11 Or b. 10 and 4-295(a)(7)] Format and degree of detail is set forth in the adopted City of Bonita Springs Code.

Surface Water Management Plan: [Sec. 4-295 (b)(1)] Written statements which describe:

1. The runoff characteristics of the property in its existing state;
2. In general terms, the drainage concept proposed, including the outfall to canals or natural water bodies including how drainage flow from adjacent properties will be maintained;
3. The retention features (including existing natural features) that will be incorporated into the drainage system and the legal mechanism which will guarantee their maintenance;
4. How existing natural features will be preserved. Include an estimate of the ranges of existing and post development water table elevations, where appropriate.
5. Describe the requirements for fill materials posed by this development for other than building pads (use, volume, etc.)
6. If the property is subject to seasonal inundation or subject to inundation by a stream swollen by the rains of a 100-year storm event, indicate the measures that will be taken to mitigate the effects of expectable flooding. **[3-324]**

Management Plan for Protected Species: [Sec. 4-295(b)(2)] Refer to the Sec. 3-456.

Program for phased development: [Sec. 4-295(b)(3)] Description of program for phased development (if applicable). A description of the program of phased construction, if the development is to be so constructed.

GENERAL

- a. The applicant is responsible for the accuracy and completeness of this application. Any time delays or additional expenses necessitated due to the submittal of inaccurate or incomplete information shall be the responsibility of the applicant.
- b. All information submitted with the application or submitted at the public hearing becomes part of the public record and shall be a permanent part of the file.
- c. All applications must be submitted in person. Mailed-in applications will not be processed.
- d. All attachments and exhibits submitted shall be of a size that will fit or conveniently fold to fit into a letter size (8 1/2" x 11") folder.
- e. The Department staff will review this application for compliance with requirements of the City of Bonita Springs Land Development Code. If any deficiencies are noted, the applicant will be notified.
- f. All applicants shall pay an application fee as set forth in the City of Bonita Springs Fees and Charges Manual.

**EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:**

STRAP NO. _____ **CASE NO.** _____

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office	Percentage of Stock
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract: _____

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: _____
(Applicant)

(Printed or typed name of applicant)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument acknowledged before me this _____ day of _____ 20____, by _____, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

(SEAL)

Printed Name of Notary Public

**EXHIBIT II-F-2
ENVIRONMENTAL ISSUES**

A. Topography: Describe the range of surface elevations of the property:
See Attached Report

B. Sensitive Lands: Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the Comprehensive Plan), flow ways, creek beds, sand dunes, other unique land forms [see the Comprehensive Plan for listed species occupied habitat (see Sec. 4-1337 et seq. of the Land Development Code).
See Attached Report

C. Preservation/Conservation of Natural Features: Describe how the lands listed in B. above will be protected by the completed project:
The Conservation areas have been placed in a conservation easement and will be maintained in perpetuity.

D. Shoreline Stabilization: If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:
N/A

**EXHIBIT III-A-2
PRELIMINARY DENSITY CALCULATIONS***

A. Gross Residential Acres

- | | |
|---|---------------|
| 1. Total land area: | 1342.60 acres |
| 2. Area to be used for non-residential uses: (Line A.2.a. plus A.2.b.): | _____ acres |
| a. R-O-W providing access to non-residential uses: | _____ acres |
| b. Non-residential use areas: | _____ acres |
| 3. Gross residential acres (Line A.1 less A.2): | _____ acres |
| a. Uplands areas | _____ acres |
| b. Freshwater Wetlands areas | _____ acres |
| c. Other Wetland areas | _____ acres |

B. Comprehensive Plan Land Use Classification: Conserv (If more than one classification, calculations for each classification must be submitted)

Density Standards (from the Comprehensive Plan)

- | | |
|---|-----------------------------|
| 1. Maximum density for Land Use Classification: | .5214 units/gross res. acre |
| 2. Maximum total density for Land Use Classification: | .5214 units/gross res. acre |

MAXIMUM PERMITTED DWELLING UNITS

C. High Density Residential, High Density Mixed Use/Village, "Old 41" Town Center Mixed Use Redevelopment Overlay Area.

- | | |
|---|------------------------------|
| 1. Standard density uplands units (A.3.a. times B.1) | _____ units |
| 2. Standard density wetlands units (A.3.b. & A.3.c. times B.1) | _____ units |
| 3. Total standard density units (sum of C.1 & C.2) | _____ units |
| 4. Max. Total density units [A.3.a. times ((B.1 plus 1/2 of (B.2 less B.1)))] | _____ units |
| 5. Sub-total permitted std. density units (line C.3 or C.4 - whichever is less): | _____ Units Sub-total |
| 6. BONUS UNITS (REQUESTED) | |
| a. Low-moderate housing density: | _____ units |
| b. TDR units: | _____ units |
| c. Sub-total (C.6.a plus C.6.b) | _____ units |
| 7. Total Permitted Units (C.5. plus C.6.c): | _____ Units Total |

NOTE: may not exceed (A.3.a. times B.2) plus (A.3.b. and A.3.c. times .05).

* Subject to staff review and correction.

D. Moderate Density Mixed Use/Planned Development, Medium Density Multi-Family Residential, Medium Density Residential, Moderate Density Residential

- | | |
|--|--------------------|
| 1. Standard density uplands units (A.3.a. times B.1) | _____ units |
| 2. Standard density freshwater wetlands units (A.3.b. times B.1) | _____ units |
| 3. Total standard density units (sum of D.1 & D.2) | _____ units |
| 4. Maximum upland density (A.3.a. times 8) | _____ units |
| 5. Total permitted units (line D.3 or D.4 - whichever is less): | _____ Units |

E. Suburban Density Residential, Low Density Residential, Estate Residential

- 1. Standard density uplands units (A.3.a. times B.1) _____ units
- 2. Standard density freshwater wetlands units (A.3.b times B.1) _____ units
- 3. Total standard density (sum of E.1 & E.2) _____ units
- 4. Maximum upland density (A.3.a. times 4) _____ units
- 5. **Total permitted units** (line E.3 or E.4 - whichever is less): _____ **Units Total**

F. Conservation, Resource Protection, DRGR

- 1. Total acres of "Open Land" 1342.60 acres
- 2. Maximum density (F.1 times 0.2*) .5214 units
- 3. Total permitted units: 700 units

**EXHIBIT III-B-3
SANITARY SEWER FACILITIES**

A. **Special Effluent:** If special effluent is anticipated, please specify what it is and what strategies will be used to deal with its' special characteristics:

N/A

B. **Private On-site Facilities:** If a private on-site wastewater treatment and disposal facility is proposed, please provide a detailed description of the system including:

1. Method and degree of treatment:

N/A

2. Quality of the effluent:

N/A

3. Expected life of the facility:

N/A

4. Who will operate and maintain the internal collection and treatment facilities:

N/A

5. Receiving bodies or other means of effluent disposal:

Bonita Springs Utilities-See attached Letter of Availability

C. **Spray Irrigation:** If spray irrigation will be used, specify:

1. The location and approximate area of the spray fields:

N/A

2. Current water table conditions:

N/A

3. Proposed rate of application:

N/A

4. Back-up system capacity:

N/A

**EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as _____ and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate _____ as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

1. The property will be developed and used in conformity with the approved master concept plan including all conditions placed on the development and all commitments agreed to by the applicant in connection with the planned development rezoning.
2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master concept plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by the City of Bonita Springs.
3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned development process will constitute a violation of the Land Development Code.
4. All terms and conditions of the planned development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned development must be consistent with those terms and conditions.
5. So long as this covenant is in force, City of Bonita Springs can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned development, seek equitable relief as necessary to compel compliance. The City of Bonita Springs will not issue permits, certificates, or licenses to occupy or use any part of the planned development and the City may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the planned development.

Owner

Printed Name

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public

(Name typed, printed or stamped)
(Serial Number, if any)

Bonita Grande Mine
Residential Planned Development
 Exhibit I-B-3- List of Property Owners
 April 1, 2020


<u>STRAP NUMBER</u>	<u>PROPERTY OWNERS NAME</u>	<u>PROPERTY OWNERS ADDRESS</u>	<u>PROPERTY SIZE(ACRES)</u>	<u>EXISTING FLU</u>	<u>EXISTING ZONING</u>	<u>PROPOSED FLU</u>	<u>PROPOSED ZONING</u>
20-47-26-B1-00001.0000	BG MINE, LLC	25501 BONITA GRANDE DR,BONITA SPRINGS FL 34135	1260	DRGR	IPD	CONSERVATION FRINGE	RPD
29-47-26-B1-00101.0000	JOANNE GATTERER	4024 ST ANDREWS LN, SPRING HILL, TN 37174	18.48	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00105.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	18.49	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00113.0000	BONITA EAST 22 LLC	165 ANNALISA CT, BLOOMINGDALE, IL 60108	17.98	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00112.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	4.72	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00111.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	4.72	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00110.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	4.72	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00109.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	4.35	DRGR	AG-2	CONSERVATION FRINGE	RPD

RECEIVED
 CITY OF BONITA SPRINGS
 APR 10 2020
 COMMUNITY DEVELOPMENT
 DEPARTMENT

PART V

AFFIDAVIT

I, Ned E. Dewhirst certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.


Signature of Owner or Owner-authorized Agent

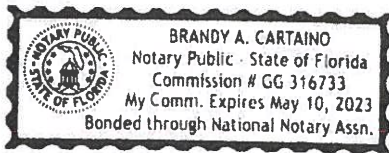
5/12/20
Date

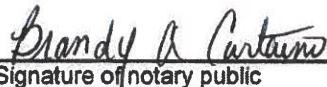
Ned Dewhirst as SR VP of Oakbrook Properties, Inc & Manager for
Typed or printed name and title BG Mine, LLC

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 12th day of May 2020, by Ned Dewhirst, who is personally known to me or who has produced _____ as identification.

(SEAL)




Signature of notary public
Brandy A. Cartaino
Printed name of notary public



PART V

AFFIDAVIT

I, Ned E Dewhirst certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.



Signature of Owner or Owner-authorized Agent

12/19/19
Date

Bonita East 22, LLC
Ned E Dewhirst, Member

Typed or printed name and title

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 19th day of December 2019, by Ned E. Dewhirst, who is personally known to me or who has produced XXXX as identification.

(SEAL)



ROSEMARIE B YOUNG
Commission # GG 141805
Expires January 8, 2022
Bonded Thru Budget Notary Services



Signature of notary public

Rosemarie B. Young
Printed name of notary public

RECEIVED
CITY OF BONITA SPRINGS

APR 10 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

PART V

AFFIDAVIT

I, William W. Cain certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

William W. Cain
Signature of Owner or Owner-authorized Agent

2019-11-25
Date

Bonita East 22, LLC
William W. Cain, Manager
Typed or printed name and title

ILLINOIS
STATE OF ~~FLORIDA~~
COUNTY OF ~~LEE~~
COOK

The foregoing instrument was certified and subscribed before me this 25th day of NOVEMBER 2019, by WILLIAM W. CAIN, who is personally known to me or who has produced as identification.

(SEAL)



Jean M. Ryan
Signature of notary public

Jean M. Ryan
Printed name of notary public

RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

PART V

AFFIDAVIT

I, Colleen Klaudinyi certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

Colleen Klaudinyi
Signature of Owner or Owner-authorized Agent

11/27/19
Date

Colleen Klaudinyi
Typed or printed name and title

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 27th day of November 2019 by Colleen Klaudinyi, who is personally known to me or who has produced Drivers License as identification.

Patricia A. Destefano
Signature of notary public
Patricia A. Destefano
Printed name of notary public



PART V

AFFIDAVIT

I, JOANNE GATTERER certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

Joanne Gatterer
Signature of Owner or Owner-authorized Agent

11/26/19
Date

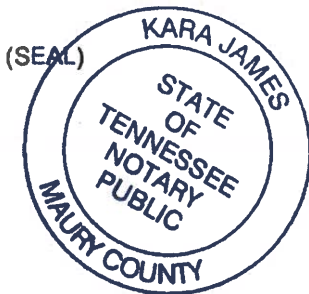
JOANNE GATTERER
Typed or printed name and title

Tennessee
STATE OF FLORIDA)
COUNTY OF ~~LEE~~
MAURY

The foregoing instrument was certified and subscribed before me this 26th day of NOVEMBER 2019, by Joanne Gatterer, who is personally known to me or who has produced DRIVER'S LICENSE as identification.

Kara James
Signature of notary public

Kara James commission ends 3/25/2023
Printed name of notary public



RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

PART V

AFFIDAVIT

I, DIANE M. THURSTON certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

Diane M. Thurston
Signature of Owner or Owner-authorized Agent

4/27/19
Date

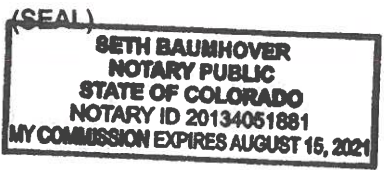
DIANE M. THURSTON, OWNER of DMT BONITA, LLC
Typed or printed name and title

STATE OF Colorado
~~Florida~~
COUNTY OF Lee
~~Lee~~
Boulder

The foregoing instrument was certified and subscribed before me this 27th day of November 2019, by Diane M. Thurston who is personally known to me or who has produced Driver License as identification.

[Signature]
Signature of notary public

Seth Baumhover
Printed name of notary public



Michael Thurston
Michael Thurston

PART V

AFFIDAVIT

certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

Michael Thurston
Signature of Owner or Owner-authorized Agent

11/27/19
Date

Michael Thurston
Typed or printed name and title

STATE OF ~~FLORIDA~~ Connecticut
COUNTY OF LEE) New Haven

The foregoing instrument was certified and subscribed before me this 27 day of November 2019, by Michael Thurston, who is personally known to me or who has produced CTDL # 10/23 as identification.

[Signature]
Signature of notary public

David Conner
Printed name of notary public

(SEAL)



PART V

AFFIDAVIT

I, Thomas Thurston certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

Thomas Thurston
Signature of Owner or Owner-authorized Agent

11-27-19
Date

Thomas Thurston
Typed or printed name and title

STATE OF FLORIDA) Connecticut
COUNTY OF LEE) New Haven

The foregoing instrument was certified and subscribed before me this 27 day of November 2019, by Thomas Thurston who is personally known to me or who has produced CTDC exp 12/19 as identification.

David Conner
Signature of notary public

David Conner
Printed name of notary public

(SEAL)



PART V

AFFIDAVIT

I, Valerie J. Thurston certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

Valerie J. Thurston
Signature of Owner or Owner-authorized Agent

12/10/19
Date

Valerie J. Thurston
Typed or printed name and title

CT
STATE OF FLORIDA
COUNTY OF ~~LEE~~ New Haven

The foregoing instrument was certified and subscribed before me this 10 day of December 2019, by Valerie J. Thurston, who is personally known to me or who ~~has produced~~ NA as identification.

William F Earley Jr
Signature of notary public

William F Earley Jr
Printed name of notary public

(SEAL)

MY COMMISSION EXPIRES FEBRUARY 28, 2021

RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

**EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:**

STRAP NO. 20-47-26-B1-00001.0000

CASE NO. PD20-69074-BOS

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office	Percentage of Stock
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address	Percentage of Ownership
BG Mine, LLC 23150 Fashion Drive Suite 235 Estero, FL 33928	100%
OBPFL - BG Mine, LLC	50%
KSR Holdings, LLC	50%
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract: _____

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

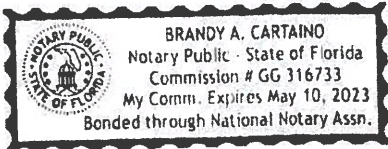
Signature: 
 (Applicant)

Ned E. Dewhirst as SR VP of Oakbrook Properties Inc
 (Printed or typed name of applicant) & Manager for BG Mine, LLC

STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument acknowledged before me this 12th day of May, 2020, by Ned Dewhirst, who is personally known to me or who has produced _____ as identification.

(SEAL)




 Signature of Notary Public

Brandy A. Cartaino
 Printed Name of Notary Public

**EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:**

**RECEIVED
CITY OF BONITA SPRINGS**

MAY 22 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

STRAP NO. 29-47-26-b1-00113.0000; **CASE NO.** PD20-69074-COM-15

1. If the property is owned in fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office	Percentage of Stock
<u>David A. McArdle Trust, 14564 Laurel Trail, Wellington, FL 33414; Member</u>	<u>26%</u>
<u>Spanish Wells Properites Ltd., 142 W Station St, Barrington, IL 60010; Member</u>	<u>26%</u>
<u>Ned E Dewhirst, 23150 Fashion Dr, #235, Estero, FL 33928; Member</u>	<u>20%</u>
<u>Rodney A. Welty Trust, 142 W Station St, Barrington, IL 60010; Member</u>	<u>10%</u>
<u>Abigail C. McArdle Trust, 142 W Station St, Barrington, IL 60010; Member</u>	<u>9%</u>
<u>Amelia C. McArdle Trust, 142 W Station St, Barrington, IL 60010; Member</u>	<u>9%</u>
_____	_____

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentage of interest.

Name and Address	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of the general and limited partners.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
<u>OBFPL-BG Mine, LLC, Manager and Member, 23150 Fashion Drive #235</u> <u>Estero, FL 33928</u>	<u>50%</u>
<u>KSR Holdings, LLC, Manager and Member, 9015 Strada Stell Court, Suite 102</u> <u>Naples, FL 34109</u>	<u>50%</u>

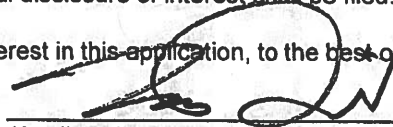
Date of Contract: December 12, 2019

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: 
 (Applicant)
 Bonita East, 22, LLC
 Ned E Dewhirst, Member

 (Printed or typed name of applicant)

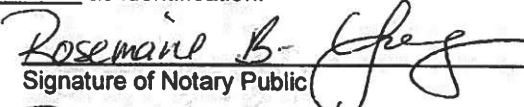
STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument acknowledged before me this 19th day of December 2019, by Ned E. Dewhirst, who is personally known to me or who has produced XXX as identification.

(SEAL)



ROSEMARIE B YOUNG
 Commission # GG 141805
 Expires January 6, 2022
 Bonded Thru Budget Notary Services


 Signature of Notary Public
Rosemarie B. Young
 Printed Name of Notary Public

**EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:**

STRAP NO. 29-47-26-B1-00113.0000; **CASE NO.** PD20-69074-BOS

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office	Percentage of Stock
David A. McArdle Trust, 14564 Laurel Trail, Wellington, FL 33414; Member	26%
Spanish Wells Properties Ltd, 142 W Station St, Barrington, IL 60010; Member	26%
Ned E Dewhirst, 23150 Fashion Dr., #235, Estero, FL 33928; Member	20%
Rodney A. Welty Trust, 142 W Station St, Barrington, IL 60010; Member	10%
Abigail C. McArdle Childrens Trust, 142 W Station St, Barrington, IL 60010; Memb	9%
Amelia C McArdle Childrens Trust, 142 W Station St, Barrington, IL 60010; Membre	9%

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address	Percentage of Ownership

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
<u>OBPFL-BG Mine, LLC, Manager and Member, 23150 Fashion Drive #235</u> <u>Estero, FL 33928</u>	
<u>KSR Holdings, LLC, Manager and Member, 9015 Strada Stell Court, Suite 102</u> <u>Naples, FL 34109</u>	

Date of Contract: December 12, 2019

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

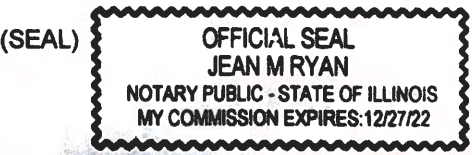
For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: William W. Cain
(Applicant)
Bonita East 22, LLC
William W. Cain, Manager
(Printed or typed name of applicant)

STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF ~~LEE~~ COOK

The foregoing instrument acknowledged before me this 25th day of NOVEMBER 2019, by WILLIAM W. CAIN, who is personally known to me or who has produced _____ as identification.



Jean M Ryan
Signature of Notary Public
Jean M. Ryan
Printed Name of Notary Public

EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:

RECEIVED
CITY OF BONITA SPRINGS

MAY 22 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

STRAP NO. 29-47-26-BI-00101.000 CASE NO. PD20-69074-BOS

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address

JOANNE GATTERER, 4024 ST. ANDREWS LN, SPRING HILL
TN 37174

Percentage of Ownership

100%

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office

Percentage of Stock

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address

Percentage of Interest

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address

Percentage of Ownership

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
OBPFL-BG Mine, LLC Manager and Member 23150 Fashion Drive #235 Estero, FL 33928	50%
KSR Holdings, LLC Manager and Member 9015 Strada Stell Court, Suite 102 Naples, Florida 34109	50%

Date of Contract: July 17, 2019

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: Joanne Gatterer
 (Applicant)

JOANNE GATTERER
 (Printed or typed name of applicant)

STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument acknowledged before me this 26th day of November 2019, by Joanne Gatterer, who is personally known to me or who has produced driver's license as identification.



Kara James commission ends: 3/25/2023
 Signature of Notary Public
Kara James
 Printed Name of Notary Public

**EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:**

RECEIVED
CITY OF BONITA SPRINGS
MAY 29 2016
COMMUNITY DEVELOPMENT
DEPARTMENT

STRAP NO. 29-47-26-B1-00105.0000; **CASE NO.** PD20-69074-BOS

29-47-26-B1-00112.0000; 29-47-26-B1-00111.0000; 29-47-26-B1-00110.0000; 29-47-26-B1-00109.0000

1. If the property is owned in fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentage of interest.

Name and Address

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of the general and limited partners.

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
<u>OBPFL-BG Mine, LLC, Manager and Member 23150 Fashion Drive #235</u> <u>Estero, FL 33928</u>	<u>50%</u>
<u>KSR Holdings, LLC, Manager and Member 9015 Strada Stell Court, Suite 102</u> <u>Naples Florida 34109</u>	<u>50%</u>

Date of Contract: September 10, 2019

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: Colleen Klaudivy
(Applicant)

Colleen Klaudivy
(Printed or typed name of applicant)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument acknowledged before me this 27th day of November 2019, by Colleen Klaudivy, who is personally known to me or who has produced Drivers License as identification.

Patricia A. Destefano
Signature of Notary Public

Patricia A. Destefano
Printed Name of Notary Public

(SEAL)  PATRICIA A DESTEFANO
Commission # GG 346184
Expires August 6, 2023
Bonded Thru Budget Notary Services

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
<u>OBPFL-BG Mine, LLC, Manager and Member, 23150 Fashion Drive #235</u> <u>Estero, FL 33928</u>	<u>50%</u>
<u>KSR Holdings, LLC, Manager and Member, 9015 Strada Stell Court, Suite 102</u> <u>Naples, Florida 34109</u>	<u>50%</u>

Date of Contract: September 10, 2019

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.


Signature: *[Handwritten Signature]*
(Applicant)
Thomas Thurston
(Printed or typed name of applicant)

STATE OF FLORIDA *Connecticut*
COUNTY OF LEE *New Haven*

The foregoing instrument acknowledged before me this 27 day of November 2019, by Thomas Thurston, who is personally known to me or who has produced CDL exp 12/19 as identification.

(SEAL)

[Handwritten Signature]
Signature of Notary Public
David Conner
Printed Name of Notary Public



DAVID CONNER
NOTARY PUBLIC, STATE OF CONNECTICUT
My Commission Expires April 30, 2021

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
OBPFL-BG Mine, LLC, Manager and Member, 23150 Fashion Drive #235 Estero, FL 33928	50%
KSR Holdings, LLC, Manager and Member, 9015 Strada Stell Court, Suite 102 Naples, FL 34109	50%

Date of Contract: September 10, 2019

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: Michael Thurston
(Applicant)

Michael Thurston
(Printed or typed name of applicant)

STATE OF FLORIDA *Connecticut*
COUNTY OF LEE *New Haven*

The foregoing instrument acknowledged before me this 27 day of November 2019, by Michael Thurston, who is personally known to me or who has produced CT DL exp 10/23 as identification.

(SEAL)

David Conner
Signature of Notary Public

David Conner
Printed Name of Notary Public



5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
OBPFL-BG Mine, LLC, Manager and Member, 23150 Fashion Drive #235 Estero, FL 33928	50%
KSR Holdings, LLC, Manager and Member, 9015 Strada Stell Court, Suite 102 Naples, FL 34109	50%

Date of Contract: September 10, 2019

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: *Valerie J. Thurston*
(Applicant)

Valerie J. Thurston
(Printed or typed name of applicant)

CT
STATE OF ~~FLORIDA~~
COUNTY OF ~~LEE~~ New Haven

The foregoing instrument acknowledged before me this 10 day of December 2019, by Valerie J. Thurston, who is personally known to me or who has ~~produced~~ n/a as identification.

(SEAL)

William F. Earley Jr.
Signature of Notary Public

William F. Earley Jr.
Printed Name of Notary Public

MY COMMISSION EXPIRES FEBRUARY 28, 2024

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
OBPFL-BG Mine, LLC, Manager and Member, 23150 Fashion Drive #235 Estero, FL 33928	50%
KSR Holdings, LLC, Manager and Member, 9015 Strada Stell Court, Suite 102 Naples, FL 34109	50%

Date of Contract: September 10, 2019

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: *Valerie J. Thurston*
 (Applicant)
Valerie J. Thurston
 (Printed or typed name of applicant)

CT
 STATE OF FLORIDA
 COUNTY OF LEE New Haven

The foregoing instrument acknowledged before me this 10 day of December 2019, by Valerie J. Thurston, who is personally known to me or who has produced n/a as identification.

William F. Earley Jr.
 Signature of Notary Public
William F. Earley Jr.
 Printed Name of Notary Public

(SEAL)

MY COMMISSION EXPIRES FEBRUARY 28, 2024

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)	Percentage of Stock
OBPFL-BG Mine, LLC, Manager and Member, 23150 Fashion Drive #235 Estero, FL 33928	50%
KSR Holdings, LLC, Manager and Member, 9015 Strada Stell Court, Suite 102 Naples, FL 34109	50%

Date of Contract: September 10, 2019

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: Diane M. Thurston
(Applicant)

DIANE M. THURSTON
(Printed or typed name of applicant)

Colorado
STATE OF FLORIDA AB
COUNTY OF LEE AB

The foregoing instrument acknowledged before me this 27th day of November, 2019, by Diane M. Thurston, who is personally known to me or who has produced Driver License as identification.

(SEAL) **SETH BAUMHOVER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134051881
MY COMMISSION EXPIRES AUGUST 15, 2021**

Seth Baumhauer
Signature of Notary Public
Seth Baumhauer
Printed Name of Notary Public

EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as BG Mine LLC, 20-47-26-B1-00001.0000 and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate Morris-Depew Associates, Inc. as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

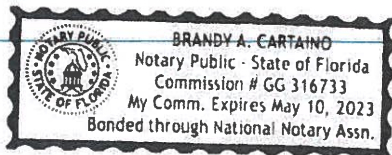
1. The property will be developed and used in conformity with the approved master concept plan including all conditions placed on the development and all commitments agreed to by the applicant in connection with the planned development rezoning.
2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master concept plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by the City of Bonita Springs.
3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned development process will constitute a violation of the Land Development Code.
4. All terms and conditions of the planned development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned development must be consistent with those terms and conditions.
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[Handwritten Signature]

Owner
Ned E. Dewhirst as SR VP of Oakbrook Properties, Inc & Manager for BG Mine
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 12th day of May 2020, by Ned Dewhirst, who is personally known to me or who has produced _____ as identification.



Brandy A. Cartaino
Notary Public
Brandy A. Cartaino
(Name typed, printed or stamped)
(Serial Number, if any)

EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as Access Undetermined - STRAPS: 29-47-26-B4-00113,0000 and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate Morris Depew as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

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Bonita East 22, LLC Owner
Ned E Dewhirst, Member

Printed Name

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 19th day of December 2019, by Ned E. Dewhirst, who is personally known to me or who has produced XXXX as identification.



ROSEMARIE B YOUNG
Commission # GG 141805
Expires January 6, 2022
Bonded thru Budget Notary Services

Notary Public
Rosemarie B. Young
(Name typed, printed or stamped)
(Serial Number, if any)

**EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as Access Undetermined -STRAPS: 29-47-26-B1-00113.0000 and legally described in exhibit A attached hereto. (street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate ~~Morris Depew~~ as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

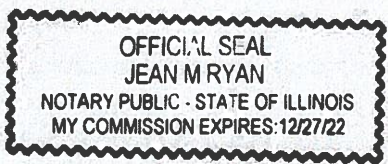
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William W. Cain
Bonita East 22, LLC Owner
William W. Cain, Manager
Printed Name

~~STATE OF FLORIDA~~ ILLINOIS
~~COUNTY OF LEE~~ COOK

Sworn to (or affirmed) and subscribed before me this 25th day of NOVEMBER 2019, by William W. Cain, who is personally known to me or who has produced _____ as identification.



Jean M. Ryan
Notary Public
Jean M. Ryan
(Name typed, printed or stamped)
(Serial Number, if any)

EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT DEPARTMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as _____ See Enclosed strap list _____ and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate Morris, Depew & Associates as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

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Colleen Klaudinyi
Owner
Colleen Klaudinyi
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 27th day of November 2019, by Colleen Klaudinyi, who is personally known to me or who has produced Drivers License as identification.

Patricia A. DeStefano
Notary Public
Patricia A. DeStefano
(Name typed, printed or stamped)
(Serial Number, if any)

EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as _____ see enclosed strap list _____ and legally described in exhibit A attached hereof.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate Morris, Depew & Associates as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

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[Signature]
 Owner
THOMAS THURSTER
 Printed Name

STATE OF FLORIDA Connecticut
 COUNTY OF LEE New Haven

Sworn to (or affirmed) and subscribed before me this 27 day of November 2019, by Thomas Thurster who is personally known to me or who has produced CTD exp 12/19 as identification.

[Signature]
 Notary Public
David Conner
 (Name typed, printed or stamped)
 (Serial Number, if any)



EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as _____ See enclosed strap list _____ and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate Morris, Depew & Associates as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

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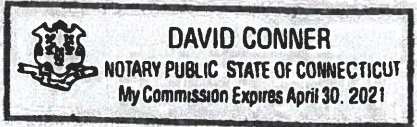
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Michael Thurston
Owner
Michael Thurston
Printed Name

STATE OF FLORIDA Connecticut
COUNTY OF LEE Wittaker

Sworn to (or affirmed) and subscribed before me this 07 day of November 2019, by Michael Thurston, who is personally known to me or who has produced CTDL # 10103 as identification.

David Conner
Notary Public
David Conner
(Name typed, printed or stamped)
(Serial Number, if any)



**EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as _____ See enclosed strap list _____ and legally described in exhibit A attached hereto.
(street address)


The property described herein is the subject of an application for planned development zoning. We hereby designate _____ as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

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Code.


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Valerie J. Thurston
Printed Name

**STATE OF FLORIDA
COUNTY OF LEE**

Sworn to (or affirmed) and subscribed before me this 10 day of December 2019, by
Valerie J. Thurston, who is personally known to me or who has produced
n/a as identification.



Notary Public
William F. Earley Jr.
(Name typed, printed or stamped)
(Serial Number, if any)

MY COMMISSION EXPIRES FEBRUARY 28, 2021

**EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as See enclosed STRAP List and legally described in exhibit A attached hereto.
(street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate Morris, Depew & Associates as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

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Diane M. Thurston

Owner

DIANE M. THURSTON

Printed Name

Colorado
STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 27th day of November 2019, by Diane M. Thurston, who is personally known to me or who has produced Driver License as identification.

[Signature]
Notary Public

Seth Baumhauer
(Name typed, printed or stamped)
(Serial Number, if any)

**SETH BAUMHOVER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134051881
MY COMMISSION EXPIRES AUGUST 15, 2021**

Exhibit I-B-3- LIST OF TST PROPERTY OWNERS

STRAP NUMBER	PROPERTY OWNERS NAME	PROPERTY OWNERS ADDRESS	PROPERTY SIZE(ACRES)	EXISTING FLU	EXISTING ZONING	PROPOSED FLU	PROPOSED ZONING
29-47-26-B1-00105.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	18.49	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00112.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	4.72	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00111.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	4.72	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00110.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	4.72	DRGR	AG-2	CONSERVATION FRINGE	RPD
29-47-26-B1-00109.0000	TST BONITA LLC+ WDTJR BONITA LLC ET AL	460 N MAIN ST, WALLINGFORD, CT 06492	4.35	DRGR	AG-2	CONSERVATION FRINGE	RPD

**EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL**

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2023
COMMUNITY DEVELOPMENT
DEPARTMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as 29-47-26-B1-00101.0000 and legally described in exhibit A attached hereto.
(street address)

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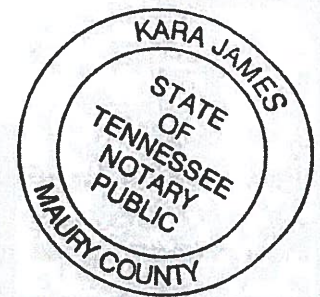
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Joanne Gatterer
Owner
JOANNE GATTERER
Printed Name

Tennessee
~~STATE OF FLORIDA~~
COUNTY OF LEE Maury

Sworn to (or affirmed) and subscribed before me this 26th day of November 2019, by Joanne Gatterer, who is personally known to me or who has produced DRIVERS LICENSE as identification.

Kara James
Notary Public
Kara James
(Name typed, printed or stamped)
(Serial Number, if any)
Commission ends
3/25/2023



Prepared by and after recording return to:
William M. Seider, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Ave
Sarasota, FL 34236

RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Space above this line for recorder's use

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 1 day of JULY,
2016, between **BONITA GRANDE PROPERTIES, L.P.**, a Florida limited partnership,
whose address is c/o Propertize B.V., Daalseplein 101, 3511 SX Utrecht, The
Netherlands (hereinafter called the "Grantor"), and **BG MINE, LLC**, a Florida limited
liability company, whose address is 24880 Burnt Pine Drive, Bldg. #8, Bonita Springs, FL
34134 (hereinafter called the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and
other good and valuable consideration, to it in hand paid, the receipt whereof is hereby
acknowledged, by these presents do grant, bargain, sell, alien, remise, release, convey
and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of
land lying and being in the County of Lee, State of Florida, as more particularly described
on Exhibit "A" hereto (the "Land").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto
belonging or in anywise appertaining.

SUBJECT TO the matters set forth on Exhibit "B" hereto, without any intention
to reimpose same.

TO HAVE AND TO HOLD the above described Land, with the appurtenances,
unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to said Land subject to the matters
referred to above and will defend the same against the lawful claims of all persons
claiming by, through or under the Grantor, but not otherwise.

[SIGNATURE FOLLOWS ON NEXT PAGE]

JSA

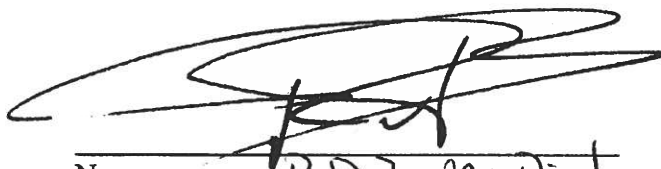
IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

BONITA GRANDE PROPERTIES, L.P., a Florida Limited Partnership


By its General Partner: MARBLE REAL ESTATE RESOLUTIONS, LLC, a Florida limited liability company

By its Manager: PRPZ MANAGEMENT B.V., a Netherlands Private Company with limited liability

By its Sole Shareholder & Director: PROPERTIZE B.V., a Netherlands Private Company with limited liability



Name: R.D.J. van Riel



Name: H. Copier

By: _____

Name: J.C.J. Mandt

Title: Member Board of Directors of Propertize B.V.

By: _____

Name: J.M. Quapp

Title: Authorized Representative B, Propertize B.V.

[INSERT ACKNOWLEDGEMENT FOR FOREIGN EXECUTION:
DUTCH APOSTIL]





Seen for legalisation of the signatures of:

- Mr Jorg Michel Quapp, born in Amstelveen, the Netherlands, on the 16th day of July 1978; and
- Mr Jacobus Christoffel Johannes Mondt, born in 's-Gravenzande, the Netherlands, on the 30th day of July 1959; and
- Mr Reinout Dirk Jan van Riel, born in Breda, the Netherlands, on the 8th day of June 1970; and
- Mr. Hans Copier, born in Utrecht, the Netherlands, on the 19th day of November 1957,

by me, mr. Mariël Géraldine Vrielink, assigned notary, authorized to execute notarial deeds in the notarial protocol of mr. Johannes Karel Schurings, civil law notary, practising in Utrecht, the Netherlands.

Signed in Utrecht, the Netherlands, on the 27th day of June 2016.



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: THE NETHERLANDS
This public document
2. has been signed by:
Mr. M.G. Vrielink
3. acting in the capacity of:
notary
4. bears the seal/stamp of
mr. J.K. Schurings notaris te Utrecht
Mr. M.G. Vrielink toegevoegd notaris
Certified

5. in Utrecht
7. by the court registrar
8. no. 16/1713
9. Seal/stamp:

6. on 28-6-2016

10. Signature:

M.H. Hewitt



Exhibit "A" – LEGAL DESCRIPTION

Parcel 1 (Fee Simple Estate)

A portion of Sections 17 and 20, Township 47 South, Range 26 East, Lee County, Florida, more particularly described as:

Commencing at the Point of Beginning which is the Southwest corner of Section 20, Township 47 South, Range 26 East, Lee County, Florida; thence North 01°08'52" West for 5285.70 feet along an agreed upon line per Official Record Book 2061, Page 3137 of the Public Records of Lee County, Florida; thence continue along said agreed upon line North 01°06'50" West 1339.84 feet; thence South 88°58'01" West 191.18 feet along an agreed upon line per Official Records Book 2061, Page 3137, and Page 3139 of the Public Records of Lee County, Florida to the West line of Section 17, Township 47, South, Range 26 East, Lee County, Florida; thence continue along said agreed upon line which is the West line of said Section 17 North 04°41'01" West for 4013.11 feet to the Northwest corner of said Section 17; thence North 87°28'17" East for 2575.75 feet along the North line of said Section 17 to the North ¼ corner of said Section 17; thence continue along said North line North 87°28'22" East for 2575.93 feet to the Northeast corner of said Section 17; thence along the East line of said Section 17, South 05°01'45" East 2689.09 feet to the East 1/4 corner of said Section 17; thence continue along the said East line South 05°01'37" East 2688.71 feet to the Southeast corner of said Section 17 and the Northeast corner of said Section 20; thence along the East line of said Section 20 South 03°50'45" East for 2684.71 feet to the East 1/4 corner of said Section 20; thence continue along said East line South 03°50'58" East for 2684.65 feet to the Southeast corner of said Section 20; thence along the South line of said Section 20, South 88°34'10" West 2665.01 feet to the South 1/4 corner of said Section 20; thence continue along said South line of Section 20 South 88°34'05" West for 2664.64 feet to the Point of Beginning.

Parcel 2 (Non Exclusive Easement Estate)

Together with a Non-Exclusive Easement for ingress and egress as contained in Official Records Book 23, Page 113, Official Records Book 1445, Page 2390, Official Records Book 1445, Page 2396, Official Records Book 1458, Page 246, Official Records Book 1445, Page 2387, Official Records Book 1461, Page 2261, Official Records Book 1458, Page 243, Official Records Book 1461, Page 2258, Official Records Book 1445, Page 2384, and Official Records Book 1520, Page 2117 over and across the West 25 feet of Section 29, the West 60 feet of the North 1/4 of the Southwest 1/4 of Section 29, the West 60 feet of the Northwest 1/4 of Section 29, the East 35 feet of the Southeast 1/4 of the Southeast 1/4 of Section 30, the East 60 feet of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 30, the East 35 feet of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 30, all in Township 47, South, Range 26, East, Lee County Florida.

Exhibit "B" -- Exceptions

- (i) Liens for taxes, charges or other assessments by any governmental authority to the extent that the payment thereof is not in arrears, and
- (ii) local, state or federal zoning restrictions, building and land use laws, ordinances, orders, decrees, restrictions or any other conditions imposed by or pursuant to any agreement with any governmental authority, and
- (iii) recorded conditions, restrictions, rights-of-way, easements and other matters.



Return to Brooke McCranie
Chicago Title Insurance Company
5690 W Cypress St., Ste A
Tampa, FL 33607
File # 4320793

DOC - 8200
POC - #27

RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

This Instrument Prepared By:
Steven J. Bracci, PA
9015 Strada Stell Court, Suite 102
Naples, Florida 34109

Consideration \$400,000.00

SPECIAL WARRANTY DEED

This Special Warranty Deed is made by The Cleveland Clinic Foundation, an Ohio nonprofit corporation, hereinafter referred to as "Grantor," whose post office address is 9500 Euclid Avenue, Cleveland, OH 44195, to BONITA EAST 22, LLC, a Florida limited liability company, whose post office address is 165 Annalisa Court, Bloomingdale, IL 60108, hereinafter referred to as "Grantee."

Grantor, in consideration of the sum of Ten and No/100 (\$10.00) Dollars and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys to Grantee the following described real property in Lee County, Florida:

See Exhibit A attached hereto.

The Property Appraiser's Parcel Identification Numbers for the above described property is 29-47-26-B1-00113.0000; 29-47-26-B1-00117.0000; 29-47-26-B1-00117.0010.

Grantor hereby covenants with Grantee that the property is free of all encumbrances made by Grantor save and except (collectively "Permitted Exceptions"): (i) zoning ordinances, if any, (ii) taxes and assessments, both general and special, not yet due and payable, and (iii) conditions, easements, restrictions and encumbrances of record and that Grantor does hereby warrant and defend the title to the property against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject, however, to Permitted Exceptions.

WITNESSES:

THE CLEVELAND CLINIC FOUNDATION

[Signature]
Print Name: JAMES A GRONOWSKI

By: [Signature]
Name: Steven C. Glass
Title: Chief Financial Officer

[Signature]
Print Name: GRANTY E. KLUZE

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on this 25 day July, 2013, before me, the subscriber, a Notary Public and for said County and State, personally appeared the above-named THE CLEVELAND CLINIC FOUNDATION, an Ohio nonprofit corporation, by Steven C. Glass, its Chief Financial Officer, known to me and known to me to be the person who signed the foregoing instrument as such Chief Financial Officer, who acknowledged to me that he signed said instrument as such Chief Financial Officer, duly authorized by the corporation so to do, and that the signing of the same was his free act and deed, as such Chief Financial Officer, for and on behalf of said corporation for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the official seal of my office at Cleveland, Ohio, on the day and year last above written.



Claudia D'Arcangelo
Notary Public

CLAUDIA D'ARCANGELO
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Feb. 16, 2014



Order No.: 4320052

EXHIBIT "A"

Parcel 1: The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4, Section 29, Township 47 South, Range 26 East, Lee County, Florida, excepting therefrom the North 25 feet and the West 60 feet reserved for road right-of-way, Lee County Florida (known as Lot 17, less North 264 feet thereof. Sun Coast Acres, unrecorded subdivision).

Parcel 2: The North 264 feet of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 29, Township 47 South, Range 26 East, Lee County, Florida, subject to a roadway easement going across the North 25 feet and the West 60 feet thereof (known as the North 264 feet of Lot 17 of sun Coast Acres, an unrecorded subdivision).

Parcel 3: The south 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 47 South, Range 26 East, Lee County, Florida, excepting the West 60 feet thereof and the South 25 feet thereof reserved for road right-of-way. (known as Lots 13 through 16, Sun Coast Acres, an unrecorded subdivision, a reference map being recorded in O.R. Book 23, at Page 113, Lee County Records).

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ALTA Commitment (6/17/06) (with FL Modifications)



5 of 5

25.00
2.00
11.30

(2)

Record and Return to:

THIS INSTRUMENT PREPARED
WITHOUT OPINION OF TITLE BY:
Scott W. Duval, Esq.
Brennan, Manna & Diamond, P.L.
3301 Bonita Beach Road, Suite 202
Bonita Springs, FL 34134

RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Property I.D. Numbers:
29-47-26-B2-00002.0030; 29-47-26-B1-00105.0000;
29-47-26-B1-00109.0000; 29-47-26-B1-00110.0000;
29-47-26-B1-00111.0000; 29-47-26-B1-00112.0000

WARRANTY DEED

THIS INDENTURE is made as of the 8th day of AUGUST, 2006, between **FIVE OF SEVEN, LLC**, a dissolved Florida limited liability company, whose mailing address is 460 N. Main Street, Wallingford, CT 06492 (the "Grantor"), and **TST BONITA LLC**, a Florida limited liability company, as to an undivided 1/5th interest, whose mailing address is 460 North Main Street, Wallingford, CT 06492; **WDTJR BONITA LLC**, a Florida limited liability company, as to an undivided 1/5th interest, whose mailing address is 28 Alison Avenue, Wallingford, CT 06492; **MJT BONITA LLC**, a Florida limited liability company, as to an undivided 1/5th interest, whose mailing address is 21 Kazersky Drive, Wallingford, CT 06492; **DMT BONITA LLC**, a Florida limited liability company, as to an undivided 1/5th interest, whose mailing address is 8600 S.W. 92nd Street, #203, Miami, FL 33156; and **CFK BONITA LLC**, a Florida limited liability company, as to an undivided 1/5th interest, whose mailing address is 6717 Duffield Court, Dallas, TX 75248; as tenants in common (collectively, the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to wit:

The West half of the Northwest quarter of the Northwest quarter of the Northeast quarter, excepting the West 25 feet and the North 25 feet thereof reserved for county roadway right-of-way, being in Section 29, Township 47 South, Range 26 East, Lee County, Florida (Parcel I.D. Number: 29-47-26-B2-00002-0030).

and

The North half of the Northeast quarter of the Northwest quarter of Section 29, Township 47 South, Range 26 East, excepting the North 25 feet and the East 25 feet thereof reserved for a county road right-of-way (known as Lots 5 through 8, SUN COAST ACRES) (Property I.D. Number: 29-47-26-B1-00105.0000).

and

The South half of the Northeast quarter of the Northwest of Section 29, Township 47 South, Range 26 East, excepting the East 25 feet and the South 25 feet thereof reserved for county road right-of-way (known as Lots 9 through 12 of SUN COAST ACRES) (Property I.D. Numbers: 29-47-26-B1-00109.0000; 29-47-26-B1-00110.0000; 29-47-26-B1-00111.0000; and 29-47-26-B1-00112.0000).

Subject to (i) real property taxes for the current year and subsequent years; (ii) zoning, building code and other use restrictions imposed by governmental authority; (iii) outstanding oil, gas and mineral interest of record, if any; and (iv) restrictions, reservations and easements common to the subdivision; provided, however that none of them shall prevent the use of the Property for residential purposes.

NOTE: This is a distribution of the unencumbered real property assets of a dissolved Florida limited liability company to its members pro-rata pursuant to Section 608.444, Florida Statutes, for no consideration and not pursuant to a sale.

The Grantor does fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

FIVE OF SEVEN, LLC, a dissolved Florida limited liability company

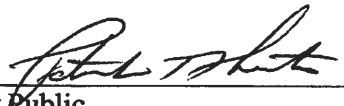
Jodi Rynaski
Witness #1
Jodi Rynaski
(Printed Name of Witness)

By: [Signature]
Thomas S. Thurston, as the Surviving Managing Member and Authorized Agent

Patrick T. Thurston
Witness #2
Patrick T. Thurston
(Printed Name of Witness)

STATE OF CONNECTICUT
COUNTY OF New Haven

The foregoing instrument was acknowledged before me this 8 day of Aug., 2006, by Thomas S. Thurston, as the Surviving Managing Member and Authorized Agent of **FIVE OF SEVEN, LLC**, a dissolved Florida limited liability company, who is personally known to me or who has produced Driver License
_____ (type of identification) as identification.



Notary Public

Patrick T. Thurston

Printed Name of Notary Public

7/31/07

Commission Expiration Date

(SEAL)



522560

OFF. REC. 559 PAGE 83
This instrument was prepared by
WITHOUT OPINION
RICHARD BIVINS LANSDALE
Lee Office
RICHARD BIVINS LANSDALE
194 North Tamiami Trail
NAPLES, FLORIDA 33940

Warranty Deed

(STATUTORY FORM -- SECTION 689.02 F.S.)

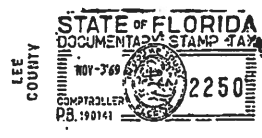
RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

This Indenture, Made this 23rd day of August 1969 . Between
LEROY J. WENZEL, surviving husband of MILDRED PUGH WENZEL, Deceased
of the County of Collier , State of Florida , grantor, and
GEORGE C. GATTERER, JR. and JOANNE GATTERER, Husband and Wife,
whose post office address is as an Estate by the Entirety
2990 N.E. 16th Avenue, Apt. 105 C, Fort Lauderdale
of the County of Broward , State of Florida , grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of -----
-----TEN AND NO/100----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land, situate, lying and being in Lee County, Florida, to-wit:

REC. WITH OFFICIAL
CLERK'S
LEE COUNTY, FLORIDA
RECORD RECORDED
Nov 3 3 2a PM '69
The North Half (N 1/2) of the Northwest Quarter
(NW 1/4) of the Northwest Quarter (NW 1/4) of
Section 29, Township 47 South, Range 26 East,
Lee County, Florida, containing 20 acres, more
or less, EXCEPT the North 25 feet and the West
25 feet thereof reserved for County roadway. -----

D. T. FARABEE
CLERK, CIRCUIT COURT
BY *[Signature]* C. C.
SUBJECT TO taxes for 1969; and reservations, easements and
restrictions of record.



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever.
* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

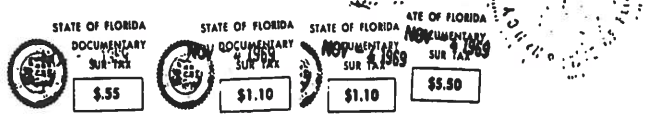
[Signature] (Seal)
LeRoy J. Wenzel
[Signature] (Seal)
Nancy A. Keen

(Seal)
(Seal)

STATE OF FLORIDA
COUNTY OF COLLIER
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared LEROY J. WENZEL, surviving husband of MILDRED PUGH WENZEL, Deceased

to me known to be the person described in and who executed the foregoing instrument and acknowledged before
me that he executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of August
1969 .

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA - RANGE
MY COMMISSION EXPIRES DEC. 5, 1969
BONDED THRU MAYNARD HOLDING AGENCY
[Signature]
Notary Public
(NOTARY SEAL)



Bonita Grande
Residential Planned Development
Project Narrative
Exhibits II-E-2, III-A-2, IV-D
April 1, 2020

RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

The Bonita Grande Residential Planned Development (f/k/a Bonita Farms & Bonita Grande Mine) is a companion application to the existing Comprehensive Plan Amendments CPA-19-66379-BOS and CPA-19-66165-BOS consisting of a text amendment establishing the Conservation Fringe Future Land Use category and a map amendment changing the Future Land Use category of the subject property to Conservation Fringe. The property subject to the Planned Development is comprised of approximately 1,342.60 acres, located at the northern terminus of Bonita Grande Drive, approximately two miles north of Bonita Beach Road. The subject property includes STRAPS: 20-47-26-B1-00001.0000, 29-47-26-B1-00101.0000, 29-47-26-B1-00105.0000, 29-47-26-B1-00113.0000, 29-47-26-B1-00112.0000, 29-47-26-B1-00111.0000, 29-47-26-B1-00110.0000, 29-47-26-B1-00109.0000. Currently most of the property is used as a mine and the southwest corner is agricultural. An additional 74.9 acres southwest of the mine used for agriculture is included in this request. The 74.9 acres is owned by several property owners and is under contract for sale to BG Mine, LLC.

The subject property is located at the northern terminus of Bonita Grande Drive, approximately two miles north of Bonita Beach Road. The zoning for the natural resource extraction was initially approved by Lee County during the late 1980s. The initial approval covered Section 20, and the second approval expanded the mine into all of Section 17. In 1998, Resolution Z-98-071 combined the two sections into a single Industrial Planned Development (IPD) zoning and Master Concept Plan (MCP). Amendments to the IPD and MCP were approved in 2002 by Resolution Z-02-047.

The property was annexed into the City of Bonita Springs on May 21, 2003, as described in City Ordinance 03-09 and Resolution 03-12, adopted February 19, 2003, adopting the Annexation Agreement (both of which have been provided as part of the CPA Application Materials in previous submittals). Property annexed into a municipality remains subject to the county land use plan, zoning and subdivision regulations until the municipality adopts a plan amendment that includes the annexed area pursuant to Section 171.062, F.S. Until 2020, the City had not adopted either a future land use amendment or zoning approval for the annexed property, leaving the County's land use designation and zoning approvals as the controlling regulations for the mine property. Also, in 2003, the City issued an Administrative Interpretation of Vested Rights (Case No. Vested Rights 2003-0001), which acknowledged the owner was vested to continue with mining in accordance consistent with the previous actions and approvals. Since that time various administrative amendments have been approved by the City, including time extensions pursuant to Executive Orders declaring a State of Emergency allowing extensions of the mining expiration.

Most recently, in 2020, the City approved an amendment to the IPD allowing expanded mining until February 13, 2041.

Project Request

The request is to rezone ±1,342.60 acres to Residential Planned Development to allow development of a residential community with a mix of housing types when the current mining operations cease. The mining operation is ±1,267.7 acres with the balance ±74.9 acres located south of the existing approved mine. The Comprehensive Plan Amendment and associated Residential Planned Development applications will permit a maximum density of .5214 dwelling units per acre or a total of 700 dwelling units. Up to 200 of the 700 dwelling units may be multi-family unit types. Based on the settlement agreement, approved November 20, 2019, between the City and the property owners the density requested is a maximum of 700 units supported by a maximum of 60,000 square feet of amenity/office building area included. The proposed conceptual development pattern of the residential subdivision is depicted on the Master Concept Plan (MCP).

The proposed development area including the amenities, roadways, and non-mining lakes represents approximately 25 percent of the 1,342.60 acres. The remaining 75 percent is a combination of open space, upland area, mining lakes, park and conservation areas. The proposed uses for each type development area are outlined in the attached schedule of uses. The uses include a variety of residential unit types. Multi-family units, defined as a group of three or more dwelling units within a single conventional building, attached side by side, or one above another, or both, and wherein each dwelling unit may be individually owned or leased but the land on which the building is located is under common or single ownership, are requested but limited to a maximum of 200 of the total 700 units. It is expected that all unit types can be located within the residential development areas consistent with the attached property development regulations and Master Concept Plan. Deviations are requested to ensure a high-quality residential community and address the unique configuration of the residential development areas. An attached schedule of deviations provides the justifications for the deviations listed above.

The requested Planned Development zoning represents the redevelopment of an existing mine. The proposed design promotes redevelopment in a manner that protects the natural resources on the property and is consistent with the purpose and intent of the City's Comprehensive Plan. Significant portions of the subject property have already been reserved for conservation, preservation and open space providing for protection of natural resources and indigenous upland habitats. These areas continue to be depicted on the proposed Master Concept Plan for Conservation and open space. Planned Development zoning will provide a mechanism to allow redevelopment of the subject property that promotes reclamation and reuse of the property in a manner that is consistent with the City's vision for existing and future development within the immediate area of the subject property.

Surrounding Land Uses

The property is appropriate for redevelopment and will allow for development that will be separated from or interface with surrounding uses as appropriate. The proposed residential uses will be directed toward the existing disturbed portions of the property as a result of the existing mining activity. The proposed intensity will transition from the more intense Citrus Park to the lower density Sun Coast Acres and Conservation lands immediately east. The Conservation Fringe Future Land Use category is designed to ensure the ultimate development of the subject property is a well-designed residential community that will to maintain large open spaces, incorporate the existing natural resources, enhance water resources, and provide appropriate connections to the adjacent conservation lands as well as promote the cessation of mining activities on-site.

North: The property is bounded to the north by lands owned by Lee County, purchased through the Conservation 2020 program. The properties are currently vacant. The future land use is Lee County Density Reduction Groundwater Resources (DRGR) and the zoning is A-2 (Agriculture).

South: To the south most of properties are within the City limits of Bonita Springs. The land uses include single family residential on large lots, agriculture and vacant properties. The land use is City and Lee County DRGR and Resource Protection and the zoning is AG-2.

East: The property to the East is conservation property owned and managed by the South Florida Water Management District. The future land use designations are Lee County DRGR and Wetlands. The zoning is AG-2.

West: The Citrus Park Mobile Home park is West of the subject property and represents the most intense development in the area. The area around the mobile home park is sparsely developed with large lot single family homes, a church and cable utility facility.

	Future Land Use	Zoning	Relevant Notes
North	Lee Co. DRGR & Wetlands	Lee Co. AG-2	Vacant
South	City DRGR & Resource Protection Lee DR/GR	AG-2	Single Family Residential, Vacant & Agricultural Lands
East	County DRGR & City DRGR & Wetlands	AG-2	South Florida Water Management District Conservation Lands
West	City DRGR	AG-2 & MH-2	Citrus Park

Urban Services

The development will be served by a full range of urban services.

Utilities (Public sewer and water)

Central water and wastewater services are available and will be extended to the subject property. These systems are already sized sufficiently to provide the necessary capacity for the proposed planned development. At 700 units the estimated potable water usage is 175,000 gallons per day and the estimated sanitary sewer demand is 140,000 gallons per day. Bonita Springs Utilities estimates that sufficient capacity is available to serve the proposed planned development. No reuse is currently available for use on the subject property, and water from the mine lakes will be used for irrigation purposes. Any necessary utility line extension on-site or off-site will be designed and detailed as part of the development order process after approval of the planned development. Bonita Springs Utilities' letter of service availability is included in the attached application materials.

Paved Streets/Roads

The proposed development has multiple points of access from Bonita Grande Drive. Currently a private roadway, this section of Bonita Grande Drive will be improved to the northernmost residential access to the City's adopted standards to accommodate the proposed access. Cross sections have been included in the Master Concept Plan to demonstrate the improvements that will be provided to support the proposed development. Beyond the northernmost access, the rights to an existing 60-foot access easement will be granted to the City to enable access to the future City lake park area.

Parks and Recreation Facilities

According to the City of Bonita Springs's Parks and Recreation Master Plan, there are approximately 146 acres of parks owned by and operated by the City. In addition to the miles of trails associated with the Great Calusa Blueway which links the City's parks together. There are 362 acres of parks owned by Lee County within the incorporated area of the City of Bonita Springs. The 1,616-acre Lovers Key State Park is also within the City Limits. The proposed planned development will have an estimated demand for 9.45 acres of Regional Parks and a demand for 1.5 acres of Community Parks. The City's current level of service standards for regional parks is 6 acres per 1,000 total seasonal population and 1 acre of community park per 1,000 seasonal population. According to the Evaluation and Appraisal Report prepared for the City in 2016, the Lovers Key Regional Park, comprising 1,616 acres, fulfills the criteria for Regional Parks. Also contained within the EAR was a calculation regarding community parks indicating that the level of service standard required 46.8 acres of community parks with only 39.07 acres available at that time. With the addition of ±30 acres of passive recreational area proposed for transfer to the City, this number will increase to 69.07 acres, well above the threshold mandated by the City's level of service requirements.

The proposed development will include on-site open space and native habitat that will provide passive recreation for the residents as well as protection for natural resources. Additionally, there are currently ±370 acres of on-site preservation areas which will be maintained to ensure the existing native habitat and open space are preserved in perpetuity. An additional ±14 acres of existing on-site as Native Open Space Creation Areas will be maintained to provide further native

habitat and open space in perpetuity within the subject property. On-site recreation facilities will be provided for residents of the development and impact fees will be assessed at the point building permits are issued.

Public Safety (Police, Fire, and EMS)

Fire Control and Rescue services will be provided by Bonita Springs Fire Control and Rescue District. No impacts to the Fire Control and Rescue Response level of service are anticipated as a result of the additional 700 units. Emergency Medical Services or EMS will be provided by Lee County Emergency Medical Service. Sufficient capacity exists to serve the proposed development. Law Enforcement will be provided by Lee County's Sherriff Office. The subject property will be served by the South District Office in Bonita Springs with supplemental support from the City of Bonita Springs contract deputies. The proposed additional 700 units would not affect the ability of the Lee County Sherriff's Office to provide core levels of service at this time. Letters of availability have been provided with the application materials.

Surface Water Management

The subject property is within the Imperial River Basin. Surface water is managed through an existing on-site stormwater management system, which meets or exceeds the City's adopted LOS Standard provided for reference below. Modifications to the system to serve the proposed planned development, along with all applicable permits, will be requested as part of the development order process at the appropriate time. The system will be designed to maintain the City's established Level of Service. Exhibit IV-I is attached and provides a detailed review of the existing property characteristics and proposed stormwater concept for the planned development. The stormwater management system will be consistent with the planning conditions provided in the Conservation Fringe FLU category and the adopted conditions of the rezoning approval.

Schools

The subject property is within the Lee County School District South Zone, S3. The proposed development is expected to generate 209 school-age children. There is capacity within the entire school district to accommodate the additional children.

Solid Waste

Based on the proposed 700 units it is anticipated that 11,025 lbs/day of solid waste will be generated. The Lee County Solid Waste Division is capable of providing solid waste collection service to the proposed development. Long term disposal capacity is available at the Lee County Resources Recovery Facility and the Lee-Hendry Regional landfill to serve the needs of proposed development.

Electric

The subject property is within service area for Florida Power and Light. In order to serve the subject property, improvements to infrastructure may be necessary. FPL engineering can determine the infrastructure improvements required to serve the subject property project. Those improvements can include routes for distribution lines, a corridor for transmission facilities, or a site for a substation.

Findings of Fact:

Sec. 4-131 Zoning Board standards of review

(d) Zoning Matters

(3) Findings. Before preparing their recommendation to the city council on a rezoning, the zoning board must find that:

- a. The applicant has proved entitlement to the rezoning or special exception by demonstrating compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation;*

The attached Comprehensive Plan Consistency narrative describes how the proposed rezoning to Residential Planned Development complies with the Bonita Plan and provides proposed conditions of approval. The Master Concept Plan is consistent with the City's Land Development Code to the maximum extent possible. Where deviations are requested, they are to enhance the conditions of the planned development and promote public health, safety and welfare. The property development regulations and schedule of uses are attached to the application for review and demonstrate consistency with the City's Visioning documents and land development code.

- b. The request will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request;*

This request is to permit redevelopment of the existing mine. The requested residential use is consistent with the surrounding residential, agricultural and vacant land uses in the surrounding area. The applicant has submitted a companion comprehensive plan text and map amendment to create the Conservation Fringe Future Land Use category and include the 1,342.60 acres in that future land use category. The proposed schedule of uses is consistent with the Bonita Plan and the concurrent amendment establishing the Conservation Fringe FLU category. The planned development includes all elements of a typical planned development as well as enhanced standards for protection of ground water resources, extensive conservation areas and open space creation areas to enhance connectivity between on-site natural preserve areas and surrounding conservation lands. Additionally, the applicant is proving a lake park area to the City for passive recreational use and easement rights for access to the proposed lake park area. All the enhancements

exceed the performance and locational standards as outlined by the City's land development code.

- c. *The request, including the use of TDR or affordable housing bonus density units, is consistent with the densities, intensities and general uses set forth in the Bonita Plan;*

The requested residential planned development will be considered in conjunction with the Conservation Fringe FLU Category. The companion text and map amendments establish a density of 0.522 dwelling units per acre and a total of 700 units can be developed on the subject property. The MCP proposed is consistent with the density outlined by the FLU category. The existing Preserve areas of the subject property have already been placed under a conservation easement and will be retained as conservation areas in this planned development. Existing designated Open Space areas will remain unchanged by this planned development and will maintain the 384 acres of preserve. Additionally, the applicant has agreed to provide a 30-acre Lake Park Area to the City for future passive recreational uses. The requested 700 residential dwelling units, with up to a maximum of 200 multi-family units. is consistent with the companion Conservation Fringe Future Land Use category.

- d. *The request is compatible with existing or planned uses in the surrounding area;*

The surrounding land uses within the City limits are predominately residential and agricultural. The surrounding land uses within Lee County limits are vacant and Conservation. The proposed residential density is considered to be low and is consistent with the large lot single family and smaller lot mobile homes within the immediate area. The conservation area reserved along the East property boundary provides connectivity to surrounding Conservation areas within Lee County. Buffers, setbacks and development design features create harmonious transitions between human uses and preservation, conservation and wildlife areas.

- e. *Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development;*

The property is currently accessed by Bonita Grande Drive. The applicant is proposing to improve Bonita Grande Drive to the project's main entrance and provide access easement rights to the proposed Lake Park Area. The attached traffic impact statement provides details on the traffic being generated by the proposed planned development and demonstrates that the project will not place an undue burden on the existing transportation system. Bike lanes and sidewalks will be provided internal and external to the community to facilitate bicycle and pedestrian traffic. Bonita Grande Drive will be improved to the City's required standard for such roadways and

infrastructure consisting of water, sewer and drainage facilities will be part of that design in order to properly service the subject property.

- f. Where applicable, the request will not adversely affect environmentally critical areas and natural resources;*

No adverse impacts are anticipated from this proposed planned development. In fact, the change in the zoning will ensure enhancements to the existing mining lakes to promote a more natural setting than would otherwise be provided under the current mining reclamation plans. The basis of this rezoning is to develop a quality low density residential community by focusing development to already disturbed areas of the site while incorporating the visual amenity of the mine lake system. Three hundred eight four acres of the property are under conservation easement which will be maintained by the residential planned development to ensure long-term protection of existing critical areas and natural resources.

- g. In the case of a planned development rezoning, the decision of the zoning board must also be supported by the formal findings required by section 4-299(a)(2) and (4);*

- h. The zoning board must also find that public facilities are, or will be, available and adequate to serve the proposed land use.*

The planned development will connect to central water and sewer. Bonita Springs Utilities has provided a letter of availability to serve the property. Based on the letter sufficient capacity exists to serve the proposed 700 dwelling units for the subject property. The stormwater management system will comply with required level of services and the existing permits will be modified to ensure water quality and quantity targets are met. The attached traffic impact statement provides the details as related to the level of service for the transportation system. The enhanced performance standards listed in Policy 1.1.27 will be implemented as part of the development design.

Sec. 4-299. - Public hearing.

(a) Hearing before the zoning board

- (2) The recommendation made to the city council must be supported by formal findings that address the guidelines set forth in section 4-131. In addition, the findings must address whether the following criteria can be satisfied:*

- a. The proposed use or mix of uses is appropriate at the subject location;*
The surrounding land uses are predominately residential, agricultural, vacant and conservation. The proposed site design orients the proposed residential areas, amenities, lake park area and conservation areas in a manner that is compatible with

the surrounding uses. The existing conservation areas along the eastern property boundary are adjacent to existing public conservations areas. The proposed residential areas and supporting amenities are clustered internal to the property promote separation and setbacks from the adjacent property boundaries promoting compatibility with the adjacent estate and mobile home residential.

- b. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest.*

The proposed conditions will serve to implement the enhanced performance standards found in Policy 1.1.27 and implement all applicable recommendations of the Citizens Water Task Force Advisory Committee. These will ensure that that sufficient safeguards to the public interest will be provided as part of the reclamation and development plan for the subject property.

- c. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.*

The proposed conditions are a consequence of the physical parameters of the subject property and its location within the City. The conditions related to the impacts of the proposed development are intended to assist in the restoration and accommodation of existing and historical regional flow ways, restoration and accommodation of existing and historic groundwater levels, restoration and preservation of wetlands, restoration and preservation of indigenous upland habitats, and where applicable, provide critical wildlife connections to adjacent conservation areas.

- (4) If the application includes a schedule of deviations pursuant to section 4-326, the zoning board's recommendation must approve, approve with modification or reject each requested deviation based upon a finding that each item:*

- a. Enhances the achievement of the objectives of the planned development; and*

The requested deviations allow for the development of a more efficient residential community and take into account the property's existing use as a Limerock Mine. The development area has been restricted to existing disturbed area on the site by clustering development to maintain the existing native habitat on-site. The proposed Master Concept Plan demonstrates a development pattern that preserves the location of the existing lakes, previously preserved conservation areas and wetlands while also establishing a low-density residential subdivision. Creation and protection of open spaces, function of natural areas, enhancement of water features and flow of water through the site as well as the existing use and separation from conservation areas are the reasons for most of the deviation requests.

- b. *Preserves and promotes the general intent of this chapter to protect the public health, safety and welfare.*

As proposed, the objectives of the redevelopment of the mine have been preservation and enhancement of natural resources. The requested deviations allow the promotion of these objectives while promoting the public health, safety and welfare. Redevelopment will ensure the property is enhanced beyond simple reclamation and meet the growing population demands of the City. The conservation areas provide open space and the joint use of the lake park area will provide greater public benefit and assist in protecting the public health safety and welfare. Protecting the existing habitats and natural area on the site into the future through redevelopment will aid in groundwater recharge and maintaining historic water flow patterns further promoting the public health, safety and welfare.

City of Bonita Springs Comprehensive Plan Consistency

Please see the attached City of Bonita Springs Comprehensive Plan Consistency Addendum narrative addressing how the proposed development complies with the current City Comprehensive Plan along with proposed conditions for approval.

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**Bonita Grande Residential Planned Development
Description of Concurrent Comprehensive Plan Amendment**

Exhibits II-E-1,
April 1, 2020

The Bonita Grande Residential Planned Development (f/k/a Bonita Farms & Bonita Grande Mine) is a companion/concurrent application to the existing Comprehensive Plan Amendment Applications CPA-CPA19-66379-BOS & CPA19-66165-BOS; which consist of a text amendment establishing the Conservation Fringe Future Land Use category and a map amendment changing the Future Land Use category of the subject property to Conservation Fringe.

The property subject to the Planned Development is approximately 1,343 acres, located at the northern terminus of Bonita Grande Drive, approximately two miles north of Bonita Beach Road. The Comprehensive Plan text amendment language is attached, along with a map depicting the proposed future land use change. The request is to amend the existing 1,267.7 acres of the Bonita Grande Mine from Lee County's DR/GR Future Land Use category to a newly established FLU Category within the City's Comprehensive Plan; Conservation Fringe. The property should be subject to the City of Bonita Springs comprehensive plan so it can also be considered under the City's land development code. The plan amendment will permit the review under the City's rules and regulations.

An additional 74.9 acres south of the existing mine is subject to the City's DR/GR Future Land Use category. The property will be included in the RPD and thus it is appropriate to include the property in the newly established FLU Category, Conservation Fringe. Exhibit I-B-3 List of Property Owners includes the existing and proposed future land uses and zoning categories for all parcels included in the RPD Application request.

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APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

**BONITA GRANDE MINE
COMPREHENSIVE PLAN AMENDMENT
DRAFT REVISED PROPOSED TEXT AMENDMENT
5/20/2020**

RECEIVED
CITY OF BONITA
May 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

*Adopted
5/20/2020*

Policy 1.1.27: Conservation Fringe. This category is intended to recognize geographic areas that a) include an existing vested mining operation; and b) are adjacent or proximate to lands with significant environmental resource and habitat values. As of the date of the adoption of the Conservation Fringe District, zero (0) acres have been designated as Conservation Fringe District; although the City anticipates that approximately 1343 acres may ultimately be designated as Conservation Fringe District. The City recognizes that existing mines provide a regional supply for lime rock needs and help to minimize the impacts of new mines on the environment, surrounding land uses and roadways. Once mining is completed, the reclamation / redevelopment of the land must occur such that it is compatible with the adjacent or proximate environmental lands. Allowable land uses are limited to conservation uses; agriculture; excavation (existing vested mining operation only); residential uses at a maximum density of 0.522 dwelling units per gross acre along with accessory amenity building and private recreational areas; public uses; non-profit public recreational uses, limited to passive recreational and educational activities such as but not limited to hiking, nature trails and similar activities requiring few or no on-site facilities which will be further defined within a planned development zoning category; and essential services needed for the health, safety, and general welfare of the community such as lift stations, utility lines, potable/non-potable wells and equipment and appurtenances necessary for such systems to furnish adequate levels of service. Notwithstanding Future Land Use Element Policy 1.1.2.c and Conservation/Coastal Management Element Policy 15.1.5, wetland and resource protection acres are eligible to be counted as part of the gross acreage for density purposes, but all density must be clustered on the permitted upland portion and/or disturbed land of an approved master concept plan for the reclamation/redevelopment plan. Contiguous property to the existing vested mining operation may be included in the Conservation Fringe District up to a maximum of 7% of the existing vested mining operation area for residential purposes only. The cumulative total number of units for all properties designated as Conservation Fringe District shall not exceed a maximum of 700 units. Development within this Conservation Fringe District must adhere to the following innovative design and planning conditions:

1. The property (including contiguous property if applicable) shall be rezoned to a Planned Development. If the property is already zoned Planned Development, the Planned Development shall be amended to comply with the requirements of this Policy no later than completion of the existing mining operation (if applicable) but no later than 12/31/2041.
2. The Planned Development rezoning shall include a minimum of 60% open space calculated over the net project area, not including existing mining lakes and public road right-of-way, and shall implement the following, to the maximum extent feasible:
 - a) Restoration and accommodation of existing and historical regional flow ways;
 - b) Restoration and accommodation of existing and historic groundwater levels;
 - c) Restoration and preservation of wetlands;
 - d) Restoration and preservation of indigenous upland habitats; and

- e) Where applicable, provision of critical wildlife connections to adjacent conservation areas.
3. A proposed enhanced lake management plan for lakes created by mining activities shall be provided at the time of the Planned Development rezoning. The enhanced lake management plan shall be in addition to any previously approved lake management or reclamation plan for the property, and shall include, at a minimum, the following:
 - a) Application of best management practices for fertilizers and pesticides;
 - b) Provision for erosion control and lake bank stabilization;
 - c) Establishment of lake maintenance requirements; and
 - d) Establishment of an education program for any homeowners' association for the property regarding such issues as restricted lake uses, fertilizer use, lake bank planting requirements, and best management practices.
4. Through the Development Order process, a site specific ecological and hydrological restoration plan shall be developed, which shall include, at a minimum, the following:
 - a) Excavation and grading plans;
 - b) Analysis of hydrological improvements and water budget for both land surface and subsurface; and
 - c) For areas previously farmed or impacted by mining activities and proposed for preservation or conservation, replanting plans, habitat restoration plans, success criteria, and long-term monitoring and maintenance plans.
5. A Conservation Easement for each preservation area shall be platted as part of a master plat for the property and dedicated to the appropriate maintenance entity which has been approved by the City.
6. Indigenous management plans shall address human-wildlife coexistence and buffers between development areas and preservation/conservation areas.
7. Landscaping shall use Florida Friendly Planting with low irrigation requirements in Common Elements.
8. A minimum of 1.5 inches of water quality treatment shall be provided for the developed areas of the project.
9. Stormwater runoff shall be directed into treatment areas prior to discharge to mining lakes that provide additional storage for 0.5 inches of runoff for the developed area. This pretreatment of stormwater prior to entering the mining lakes will not be required if additional protective measures can be demonstrated that the stormwater discharge from the project exceeds City and State requirements.
10. Existing vested mining uses shall be eliminated within an appropriate phasing schedule as part of the Planned Development rezoning approval but no later than 12/31/2041.
11. Existing or proposed public potable water wells shall be protected.
12. On-site and off-site improvements to transportation infrastructure needed to mitigate the traffic impacts of the Planned Development rezoning shall be provided, subject to any prior agreements. These improvements shall use, insofar as is practical, low impact roadway design, linear filter marsh retention elements, and other "green" roadway design features as applicable.

13. The Planned Development project shall connect to public water and sewer service provided by Bonita Springs Utilities and shall connect to reclaimed water if available.
14. Written verification as to adequate public services for the Planned Development rezoning shall be obtained from the Bonita Springs Fire Control & Rescue District, the Lee County Sheriff's Office, the Lee County Emergency Medical Services, and the Lee County School District.
15. The proposed Planned Development rezoning shall not result in material, detrimental impacts to existing or future potable water supply resources.
16. Golf course use is prohibited.

Final densities and non-residential uses shall be determined as part of the Planned Development rezoning process and shall be based upon a demonstration of compatibility of the proposed development with adjacent and proximate development.

Bonita Grande
Planned Development
Comprehensive Plan Consistency
Exhibits II-E-2, IV-D
April 1, 2020

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CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Introduction

The Bonita Grande Planned Development (f/k/a Bonita Farms & Bonita Grande Mine) is comprised of approximately two sections of land (Section 17 and 20, T47S, Range 26E), and 74.9 acres south of the mine being used for agriculture for a total of ±1,343 acres. The subject property is located at the northern terminus of Bonita Grande Drive, approximately two miles north of Bonita Beach Road. The zoning for the natural resource extraction was initially approved by Lee County during the late 1980s. The initial approval covered Section 20, and the second approval expanded the mine into all of Section 17. In 1998, Resolution Z-98-071 combined the two sections into a single Industrial Planned Development (IPD) zoning and Master Concept Plan (MCP). Amendments to the IPD and MCP were approved in 2002 by Resolution Z-02-047.

The property was annexed into the City of Bonita Springs on May 21, 2003, as described in City Ordinance 03-09 and Resolution 03-12, adopted February 19, 2003, adopting the Annexation Agreement (both of which have been provided as part of the CPA Application Materials in previous submittals). Property annexed into a municipality remains subject to the county land use plan, zoning and subdivision regulations until the municipality adopts a plan amendment that includes the annexed area pursuant to Section 171.062, F.S. Until 2020, the City had not adopted either a future land use amendment or zoning approval for the annexed property, leaving the County's land use designation and zoning approvals as the controlling regulations for the mine property. Also, in 2003, the City issued an Administrative Interpretation of Vested Rights (Case No. Vested Rights 2003-0001), which acknowledged the owner was vested to continue with mining in accordance consistent with the previous actions and approvals. Since that time various administrative amendments have been approved by the City, including time extensions pursuant to Executive Orders declaring a State of Emergency allowing extensions of the mining expiration.

Policy 1.1.27 - See May 22, 2020 Exhibit for updated language -
Policy 1.1.27: Conservation Fringe. This category is intended to recognize geographic areas that a) include an existing vested mining operation; and b) are adjacent or proximate to lands with significant environmental resource and habitat values. As of the date of the adoption of the Conservation Fringe District, zero (0) acres have been designated as Conservation Fringe District; although the City anticipates that approximately 1343 acres may ultimately be designated as Conservation Fringe District. The City recognizes that existing mines provide a regional supply for lime rock needs and help to minimize the impacts of new mines on the environment, surrounding

land uses and roadways. Once mining is completed, the reclamation / redevelopment of the land must occur such that it is compatible with the adjacent or proximate environmental lands. Allowable land uses are limited to conservation uses; agriculture; excavation (existing vested mining operation only); residential uses at a maximum density of 0.522 dwelling units per gross acre along with accessory amenity building and private recreational areas; public uses; non-profit public recreational uses, limited to passive recreational and educational activities such as but not limited to hiking, nature trails and similar activities requiring few or no on-site facilities which will be further defined within a planned development zoning category; and essential services needed for the health, safety, and general welfare of the community such as lift stations, utility lines, potable/non-potable wells and equipment and appurtenances necessary for such systems to furnish adequate levels of service. Notwithstanding Future Land Use Element Policy 1.1.2.c and Conservation/Coastal Management Element Policy 15.1.5, wetland and resource protection acres are eligible to be counted as part of the gross acreage for density purposes, but all density must be clustered on the permitted upland portion and/or disturbed land of an approved master concept plan for the reclamation/redevelopment plan. Contiguous property under common ownership of the existing vested mining operation may be included in the Conservation Fringe District up to a maximum of 7% of the existing vested mining operation area for residential purposes only. The cumulative total number of units for all properties designated as Conservation Fringe District shall not exceed a maximum of 700 units. Development within this Conservation Fringe District must adhere to the following innovative design and planning conditions:

- 1. The property (including contiguous property if applicable) shall be rezoned to a Planned Development. If the property is already zoned Planned Development, the Planned Development shall be amended to comply with the requirements of this Policy no later than completion of the existing mining operation (if applicable) but no later than 12/31/2041.*
- 2. The Planned Development rezoning shall include a minimum of 60% open space calculated over the net project area, not including existing mining lakes and public road right-of-way, and shall implement the following, to the maximum extent feasible:*
 - a) Restoration and accommodation of existing and historical regional flow ways;*
 - b) Restoration and accommodation of existing and historic groundwater levels;*
 - c) Restoration and preservation of wetlands;*
 - d) Restoration and preservation of indigenous upland habitats; and*
 - e) Where applicable, provision of critical wildlife connections to adjacent conservation areas.*
- 3. A proposed enhanced lake management plan for lakes created by mining activities shall be provided at the time of the Planned Development rezoning. The enhanced lake management plan shall be in addition to any previously approved lake management or reclamation plan for the property, and shall include, at a minimum, the following:*
 - a) Application of best management practices for fertilizers and pesticides;*
 - b) Provision for erosion control and lake bank stabilization;*
 - c) Establishment of lake maintenance requirements; and*

- d) *Establishment of an education program for any homeowners' association for the property regarding such issues as restricted lake uses, fertilizer use, lake bank planting requirements, and best management practices.*
4. *Through the Development Order process, a site specific ecological and hydrological restoration plan shall be developed, which shall include, at a minimum, the following:*
 - a) *Excavation and grading plans;*
 - b) *Analysis of hydrological improvements and water budget for both land surface and subsurface; and*
 - c) *For areas previously farmed or impacted by mining activities and proposed for preservation or conservation, replanting plans, habitat restoration plans, success criteria, and long-term monitoring and maintenance plans.*
5. *A Conservation Easement for each preservation area shall be platted as part of a master plat for the property and dedicated to the appropriate maintenance entity which has been approved by the City.*
6. *Indigenous management plans shall address human-wildlife coexistence and buffers between development areas and preservation/conservation areas.*
7. *Landscaping shall use Florida Friendly Planting with low irrigation requirements in Common Elements.*
8. *A minimum of 1.5 inches of water quality treatment shall be provided for the developed areas of the project.*
9. *Stormwater runoff shall be directed into treatment areas prior to discharge to mining lakes that provide additional storage for 0.5 inches of runoff for the developed area if required by SFWMD for lakes utilizing public recreational uses.*
10. *Existing vested mining uses shall be eliminated within an appropriate phasing schedule as part of the Planned Development rezoning approval but no later than 12/31/2041.*
11. *Existing or proposed public potable water wells shall be protected.*
12. *On-site and off-site improvements to transportation infrastructure needed to mitigate the traffic impacts of the Planned Development rezoning shall be provided, subject to any prior agreements. These improvements shall use, insofar as is practical, low impact roadway design, linear filter marsh retention elements, and other "green" roadway design features as applicable.*
13. *The Planned Development project shall connect to public water and sewer service provided by Bonita Springs Utilities and shall connect to reclaimed water if available.*
14. *Written verification as to adequate public services for the Planned Development rezoning shall be obtained from the Bonita Springs Fire Control & Rescue District, the Lee County Sheriff's Office, the Lee County Emergency Medical Services, and the Lee County School District.*
15. *The proposed Planned Development rezoning shall not result in material, detrimental impacts to existing or future potable water supply resources.*
16. *Golf course use is prohibited.*

Final densities and non-residential uses shall be determined as part of the Planned Development rezoning process and shall be based upon a demonstration of compatibility of the proposed development with adjacent and proximate development.

Analysis

The proposed RPD will allow the construction of a residential community of up to 700 dwelling units, of which not more than 200 units will be multi-family, a 60,000 square foot amenity/office/residential building area, along with over 500 acres of lakes, 384 acres of conservation areas and created open space, and additional upland and open space areas. Additionally, the proposal includes the grant of the existing 60-foot access easement rights to the City to access the proposed ±30-acre Lake Park Area, which will be conveyed to the City for passive recreational uses.

Condition 1 of Policy 1.1.27 requires the property to be rezoned to Planned Development no later than December 31, 2041. This request is to rezone the property as a planned development, consistent with this provision. The Settlement Agreement adopted by the City on November 20, 2019 set the termination of the mining operation to February 13, 2041. The intention of this request is to have the zoning in place to allow redevelopment of the subject property to commence when the mining operation ceases. The proposed development is designed to utilize the unique geometry of the property to cluster the residential uses and supporting infrastructure to the existing disturbed areas of the property, by mining or agriculture activities.

Condition 2 requires that “...60 percent of open space be provided along with restoration and accommodation of existing and historical regional flow ways; of existing and historic groundwater levels; of wetlands; of indigenous upland habitats; and where applicable, provision of critical wildlife connections to adjacent conservation areas.” The MCP shows 60 percent open space, not including the mining lakes and public rights of way. The MCP is intended to restore and accommodate existing and historical regional flow ways, incorporating them into the mine lake system and the stormwater management features. The goal of these design elements is a system that more closely resembles historic conditions to assist in restoration and accommodation of existing and historic groundwater levels. The MCP also provides for preservation and restoration of wetlands and indigenous upland habitats, adding setbacks and buffering as well as providing for human-wildlife coexistence features. Where applicable, the MCP has provided for connections for wildlife to adjacent conservation areas. In this manner the proposed development provides for implementation of these provisions of Policy 1.1.27.

Condition 3 requires an “*enhanced lake management plan for lakes created by mining activities shall be provided at the time of the Planned Development rezoning.*” *The enhanced lake management plan shall include: application of best management practices for fertilizers and pesticides; provision for erosion control and lake bank stabilization; establishment of lake maintenance requirements; and establishment of an education program for any homeowners’ association for the property regarding such issues as restricted lake uses, fertilizer use, lake bank*

planting requirements, and best management practices." An enhanced lake management plan has been provided to the City in the past and has been included in this application to support the requested residential development. It is expected that the ELMP will be updated at the time of Development Order to reflect the design details of the stormwater management lakes. The proposed ELMP includes provisions that: 1.) require application of all fertilizers to conform to COBS Code of Ordinances Chapter 44-22, Mandatory BMPs; 2.) restrictions on the amount, type and frequency of application of fertilizers; 3.) containment of fertilizers inadvertently applied to impervious surfaces; 4.) setbacks and buffers for application of fertilizers; 5.) minimization of loss of pesticides and herbicides into stormwater runoff; 6.) licensed professionals required for application of fertilizers, pesticides and herbicides; 7.) establishment of specific criteria for use of pesticides, fungicides and herbicides; 8.) removal of exotic vegetation; 9.) maintenance of littoral vegetation areas; 10.) provision of informational materials to residents regarding functioning and maintenance of lake banks and slopes; 11.) in the event that boating activities are introduced, prohibitions and restrictions; 12.) design of lots, structures and conveyance systems to reduce overland drainage into the lake system; 13.) annual inspections of detention areas; and 14.) establishment of an entity responsible for ongoing implementation of all BMPs. In this way, the rezoning will implement this provision of the Conservation Fringe land use category.

Condition 4 requires that a site specific ecological and hydrological restoration plan be developed at the time of Development Order. This plan will be submitted at the time of Development Order and include the following elements as required: *"excavation and grading plans; analysis of hydrological improvements and water budget for both land surface and subsurface; and for areas previously farmed or impacted by mining activities and proposed for preservation or conservation, replanting plans, habitat restoration plans, success criteria, and long-term monitoring and maintenance plans."* The applicant intends to comply with this condition and expects that the RPD approval would include a condition to this effect for implementation in the development order. Proposed Condition: *A site specific ecological and hydrological restoration plan shall be submitted for review and approval as part of the development order application. This restoration plan shall include excavation and grading plans; analysis of hydrological improvements and water budget for both land surface and subsurface; and for areas previously farmed or impacted by mining activities and proposed for preservation or conservation, replanting plans, habitat restoration plans, success criteria, and long-term monitoring and maintenance plans.*

Condition 5 requires a conservation easement for each preservation area shall to be included on the master plat with the appropriate maintenance entity information approved by the city. At the time of platting the project will comply with this condition. Currently, ±370 acres are already under conservation easement and the Master Concept Plan maintains this preserve area. An additional 14 acres of Open Space Creation Areas are also preserved on the Master Concept Plan and may be placed under easement as part of the application. If determined to be necessary, the applicant expects that the RPD approval would include a condition to this effect to be implemented prior to final development order approval. Proposed Condition: *Conservation areas shall be included on the final plat as areas reserved for conservation/preservation with a*

maintenance entity established that is agreeable to the City, consistent with existing requirements.

Condition 6 requires *"...indigenous management plans addressing human-wildlife coexistence and buffers between development areas and preservation/conservation areas. The planned development MCP includes maintaining 50 percent of the require open space in indigenous habitat."* This is consistent with Policy 7.2.2 of Conservation/Coastal Element. The extensive conservation area to the east and lake park area to the northwest will allow for the movement of wildlife between the subject property and adjacent conservation and natural areas and provide sufficient buffering to assist human-wildlife coexistence. The incorporation of the existing conservation areas into the Master Concept Plan is consistent with this condition as well as Policy 7.24 *"which encourage the protection of viable tracts of sensitive or high-quality natural plant communities within developments"*, Policy 7.2.9 *"Development adjacent to aquatic and other nature preserves and recreation areas shall protect the natural character and public benefit of these areas..."* and Policy 15.1.6... *"Buffers of existing upland vegetation, which are sufficient in each case to protect the values and functions of wetlands, shall be required around all or portions of wetlands to protect those systems from adverse impacts of development"* of the Conservation/Coastal Element. The existing indigenous habitat on-site is already under a conservation easement and where land area is available, a 25-foot structural buffer is provided adjacent to preserved wetlands consistent with policy 7.2.4, 7.29 and 15.1.6. These areas also satisfy Condition 6 by providing more than 50% of the required open space as indigenous habitat. Any additional issues regarding human-wildlife coexistence will be covered as part of the Development Order approval as the final engineered site plan is provided. Proposed Condition: *As part of the development order approval, the applicant shall submit for approval an indigenous management plan addressing human-wildlife coexistence and buffers between development areas and preservation/conservation areas.*

Condition 7 requires landscaping shall use Florida Friendly planting with low irrigation requirements in common areas. The lakes will be used as source of irrigation water, reducing the impact to potable water resources since reuse water is not available in the areas. The applicant will comply with the provision of Florida Friendly plantings and expects that the RPD would be approved with a condition to this effect in order that the landscaping and buffering plans to be provided with the Development Order implement this provision. Promoting a landscape design utilizing native plantings is also consistent with Policy 16.1.3 of the Conservation/Coastal Element. Proposed Condition: *All required landscaping shall be Florida Friendly materials with low irrigation requirements. If reclaimed water is unavailable for irrigation, the on-site lakes shall be used as a source of irrigation water.*

Condition 8 requires a minimum of 1.5 inches of water quality treatment shall be provided for the developed areas of the project. This requirement will be met through the onsite stormwater management system. Exhibit IV-I included in the planned development application outlines how the surface waters will be managed onsite to comply with this requirement. Additionally, the

applicant expects that the RPD would be approved with a condition to this effect to ensure the Development Order design details for the stormwater management system reflect this condition. Proposed Condition: *A minimum of 1.5 inches of water quality treatment shall be provided on-site for the developed areas of the project, consistent with the requirements of Policy 1.1.27 and the SFWMD.*

Condition 9 requires stormwater runoff shall be directed into treatment areas prior to discharge to mining lakes that provide additional storage for 0.5 inches of runoff for the developed area if required by SFWMD for such mine lakes utilizing public recreational uses. The MCP shows the location of the proposed non-mining lakes and mining lakes as they relate to the development areas. Exhibit IV-I, provided as an attachment to the planned development application, includes details on how stormwater will be managed onsite to comply with this provision. Additionally, the applicant expects that the RPD would be approved with a condition to this effect to ensure the Development Order design details for the stormwater management system reflect this condition. Proposed Condition: *Stormwater shall be directed into treatment areas prior to discharge into the mine lakes for an additional 0.5 inches of runoff from the developed area if required by SFWMD for such mine lakes utilizing public recreational uses, consistent with the requirements of Policy 1.1.27.*

Condition 10 requires existing vested mining uses shall be eliminated within an appropriate phasing schedule as part of the Planned Development rezoning approval but no later than 12/31/2041. The applicant has provided this Residential Planned Development Application to establish a use for the subject property prior to the termination date of the vested mining uses and allow reclamation of the site. Proposed Condition: *Mining uses shall be eliminated with an appropriate phasing schedule based upon the development order phasing plans, but no later than 12/31/2041.*

Condition 11 requires the protection of existing or proposed public potable water wells. The MCP limits the developable area of the site to existing disturbed areas for the mining and agricultural operations. The remaining area of the subject property is either preserved, part of the lake system or open space. Fifty percent of the preserved/open space will remain in indigenous habitat protecting historic flowways and further protecting production wells and groundwater resources. Areas needing irrigation will be irrigated with water from the on-site existing mining lakes, conserving potable water resources in the area. Additionally, the RPD requires the connection to central sewer and water services through Bonita Springs Utilities. Establishment of BMPs, as discussed above, will also serve to protect existing and proposed public water supply wells, implementing this provision.

Condition 12 requires that on-site and off-site improvements to transportation infrastructure needed to mitigate the traffic impacts of the Planned Development shall be provided. These improvements shall use, insofar as is practical, low impact roadway design, linear filter marsh retention elements, and other “green” roadway design features as applicable. The Planned

Development MCP acknowledges the use of low impact roadway design, bike lanes will be shared within the roadways, and sidewalks will be provided on a single side of the internal streets. Together this alternative design will enable a reduced roadway cross section thereby limiting development impacts. Further engineered drawings for these features will accompany the development order plan sets. Additionally, as required by all planned development applications, Traffic Impact Analysis has been prepared by Transportation Consultants, Inc. and attached to this application. Proposed Condition: *On-site and off-site improvements to transportation infrastructure needed to mitigate the traffic impacts of the Planned Development rezoning shall be provided, subject to any prior agreements. These improvements shall use, insofar as is practical, low impact roadway design, linear filter marsh retention elements, and other "green" roadway design features as applicable.*

Condition 13 requires the Planned Development project shall connect to public water and sewer service provided by Bonita Springs Utilities and shall connect to reclaimed water if available. As stated previously, the MCP states that potable water and sanitary sewer will be provided by Bonita Springs Utilities. The letter of availability from Bonita Springs Utilities states reuse water is not available to the site. Irrigation will utilize the existing lakes. Installation of Florida Friendly landscaping and preservation of indigenous habitat will limit the need for irrigation.

Condition 14 requires written verification as to adequate public services for the Planned Development rezoning shall be obtained from the Bonita Springs Fire Control & Rescue District, the Lee County Sheriff's Office, the Lee County Emergency Medical Services, and the Lee County School District. The letters of availability have been requested and those that have been received are included in the application materials. It is anticipated that all service providers will be capable of providing essential services. There are no known level of service deficiencies caused by the proposed development at this time.

Condition 15 requires the proposed Planned Development rezoning shall not result in material, detrimental impacts to existing or future potable water supply resources. Based on the design of the Planned Development limited impacts are expected to potable water supply. The significant open space and conservation areas provided in the planned development design ensure ample area for ground water recharge. The extensive lake and enhanced stormwater management system will allow for treatment of surface water. The use of BMPs, as described above and in the attached ELMP, will further implement this provision.

Condition 16 prohibits the Golf course use. The proposed schedule of uses does not include a golf course as a proposed use.

The Stormwater Management/Aquifer Recharge Sub-Element states the Level of Service for various types of rainfall events. The proposed development will comply with the appropriate Level of Service. Any necessary permits for the stormwater infrastructure system will be acquired

and designed to SFWMD standards. The proposed project will provide irrigation from the existing on-site mining lakes as well as the ELMP to maintain the adopted LOS.

Conservation/Coastal Management Element establishes that the City will encourage the management of wetland and upland systems to maintain and enhance native habitats, species diversity, water quality, and natural surface water characteristics. Existing indigenous habitat and wetlands are to be protected from future development and represent 384 acres of conservation through existing easements and Native Open Space Creation Areas. A majority of the acres are located along the Eastern property boundary providing an adequate buffer to the off-site Resource Protection lands to the East.

The Recreation/Open Space Element states the level of service for parks shall be 6 acres per 1,000 resident and seasonal population for regional parks and 1 acre per 1,000 resident and seasonal population for community parks. The proposed project will create demand for an additional 9.45 acres of Regional Parks and 1.5 acres of Community Parks. The proposed development includes open space and native habitat providing passive recreation and preserving natural resources. In addition, the City owns and operates several Community Parks that would meet the need created by the proposed development. While the City does not own or operate a Regional Park, there are a number of parks owned and operated by Lee County and the State of Florida within the City that meet the level of service requirements of the proposed development. As part of the Settlement Agreement between the property owner and the City of Bonita Springs adopted on November 20, 2019, the northern portion of the subject property will become a new City Park with passive recreational uses. This area is labeled on the Master Concept Plan and allowed passive uses are listed in the proposed Schedule of Uses.

Conclusion

The proposed rezoning is consistent with and provides for implementation of the provisions of Policy 1.1.27. Additionally, the proposed rezoning is consistent with and provides for implementation of all applicable Goals, Objectives and Policies of the City's comprehensive plan. The specific conditions proposed will ensure that the development order and reclamation plans will be consistent with all applicable codes, policies and ordinances of the City. The proposed conditions are reasonably related to the anticipated impacts of the development, and the approval of the request will serve to further the public health, safety and welfare of the City.

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Bonita Grande
Residential Planned Development
Preliminary Density Calculations
Exhibit III-A-2

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DEPARTMENT

A. Gross Residential Density	
1. Total Land Area:	<u>1,342.6 acres</u>
B. Comprehensive Plan Land Use Classification:	<u>Conservation Fringe</u>
1. Density Standard (from the Comprehensive Plan)	
a. Maximum density for the Land Use Classification	<u>.522 units</u>
C. Maximum Permitted Dwelling Units	
1. Total Number of Acres:	<u>1,342.6 acres</u>
2. Maximum Density Conservation Fringe:	<u>.522 units</u>
3. Total Permitted units:	<u>700 units</u>

Note: Under the current approved IPD there is no residential density.

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Bonita Grande
Residential Planned Development
Public Facilities Impacts

Potable Water

The subject property will be serviced by Bonita Springs Utilities Water Treatment Facility. Bonita Springs Utilities currently has capacity to provide 17.56 million gallons of water per day. According to the 2018 Annual Report, the average daily water production in 2018 was 10.08 million gallons and 9.62 million gallons in 2017. The anticipated needs of the proposed project are well within the remaining capacity of Bonita Springs Utilities.

LOS Standard = 250 GPD/ERC

Existing Land Use = Lee County Density Reduction Groundwater Resource
Active Mining and Agriculture, no central service.

Proposed Land Use = Conservation Fringe District
700 Dwelling Units @ 250 GPD= 175,000 GPD

The amendment results in an increased demand of 175,000 GPD. According to the 2018 Annual Report, there are 7.96 million gallons of water per day available for future development. Bonita Springs Utilities has adequate capacity to serve the proposed development, a letter of availability is attached to this application.

Sanitary Sewer

The subject property will be serviced by Bonita Springs Utilities Water Reclamation Facility. Bonita Springs Utility Reclamation Facility currently has capacity to provide 11 million gallons per day of sanitary sewer as per the 2018. According the 2018 Annual Report, the average daily wastewater flow for 2018 was 4.53 million gallons and 4.77 million gallons in 2017. The anticipated needs of the proposed project are well within the remaining capacity of the City of Bonita Springs Central Advance Wastewater Treatment Facility.

LOS Standard = 200 GPD/ERC

Existing Land Use = Lee County Density Reduction Groundwater Resource
Active Mining and Agriculture, no central service

Proposed Land Use = Conservation Fringe District
700 Dwelling units @ 200 GPD= 140,000 GPD

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The amendment results in an increased demand of 140,000 GPD. According to the 2018 Annual Report there is capacity to treat an additional 6.47 million gallons of wastewater. The anticipated needs of the proposed project are well within the remaining capacity of the City of Bonita Springs Central Advance Wastewater Treatment Facility.

Solid Waste

The City of Bonita Springs has an interlocal agreement with Lee County to allow the City's Solid Waste to be disposed of at Lee County's Waste to Energy Facility.

LOS Standard = 7 pounds/day/capita

Current Facility Capacity = 1,836 tons/day and 628,667 tons/year

Existing Land Use = Lee County Density Reduction Groundwater Resource

Active Mining and Agriculture, no solid waste service

Proposed Land Use = Conservation Fringe District

700 Dwelling Units @2.25 person per unit= 1,575 persons

1,575 person @7lbs/day= 11,025 lbs.

The proposed amendment results in an increase of solid waste generation of 11,025 lbs. /day. According to the 2019 Lee County Concurrency Report, all unincorporated areas of Lee County are in compliance with the Level of Service Standard set forth in the Lee Plan for Solid Waste and new development should be accommodated by the existing capacity.

Surface Water/Drainage Basins – South Florida Water Management District

The subject property is within the Imperial River Basin. Surface water is managed through an existing on-site stormwater management system, which meets or exceeds the City's adopted LOS Standard. Modifications to the system will be needed to serve the proposed redevelopment of the subject property, and applicable permits and modifications will be requested at that time. The system will be designed to maintain the City's established Level of Service.

LOS Standard

During a 3-day storm event (rainfall) accumulation of 13.7 inches or less (3-day, 100 year storm as defined by SFWMD), one lane of evacuation routes should remain passable (defined as less than 6 inches of standing water over the crown). Emergency shelters and essential services should not be flooded.

During a 3-day rainfall accumulation of 11.7 inches or less (3-day, 25- year storm as defined by SFWMD), all lanes of evacuation routes should remain passable, Emergency shelters and essential services should not be flooded. During coastal flooding of up to 4.0 feet above mean sea level, all lanes of evacuation routes should remain passable. Emergency shelters should not be flooded.

Parks, Recreation, Open Space

According to the 2012 City of Bonita Springs Parks and Recreation Master Plan Update, there are approximately 146 acres of parks owned and operated by the City. In addition to the miles of trails associated with the Great Calusa Blueway which links many of the City's parks together. Within the City of Bonita Springs are 362 acres of parks owned by Lee County. The 1,616 acre Lovers Key State Park is also within City Limits.

LOS Standards = Regional Parks 6 acres per 1,000 people
Community Parks 1 acre per 1,000 people

Existing Land Use = Lee County Density Reduction Groundwater Resources

Active Mine and Agricultural Operations - no parks, recreation, required. Open Space is provided on the existing mining portion of the property via existing on-site Conservation Easements.

Proposed Land Use = Conservation Fringe District

700 Dwelling Units @ 2.25 persons per unit = 1,575 persons
Regional Parks @ 6 Acres/ 1000= 9.45 acres required
Community Park @ 1 acre/1000= 1.5 acres required

The proposed development will include open space and native habitat that will provide passive recreation for the residents as well as protection for natural resources. Additionally, the ±370 acres of on-site preservation area will ensure the land is maintained as native habitat and open space in perpetuity. An additional ±14 acres will remain as Native Open Space Creation Areas, which also provides native habitat and open space in perpetuity. Furthermore, impact fees will be assessed at the time of development providing for additional park resources when necessary.

A review of the City of Bonita Springs Parks and Recreation Master Plan Update demonstrates the City does not own and operate a regional park. The City does own and operate a number of community parks that meet the level of service requirements with the proposed development. Lee County and the State of Florida operate multiple parks that qualify as Regional Parks and meet the level of service requirements with the proposed development.

As part of the Settlement Agreement between the property owner and the City of Bonita Springs adopted on November 20, 2019, the northern portion of the subject property will become a new City Park with passive and active recreational uses.

Public School

The subject property is located entirely within the Lee County District School Board South Zone 3. The actual enrollment and FISH capacity are reflective of the Lee County 2019 Concurrency Report.

LOS Standard = Elementary, Middle and High Schools: 100% of Permanent FISH Capacity as adjusted by the School Board annually to account for measurable programmatic changes.

Elementary Schools (Bonita Springs, Spring Creek, Pinewoods)

Actual enrollment= 2,429 FISH Capacity= 2,247

Capacity Available= (182) Seats

Middle School (Bonita Springs)

Actual Enrollment= 906 FISH Capacity= 910

Capacity Available= (4) Seats

High School (Estero, Bonita Springs (Opening 2018))

Actual Enrollment = 2,302 FISH Capacity = 1,633

Capacity Available= (-669) Seats

Existing Land Use = Lee County Density Reduction Groundwater Resource

Active Mine and Agriculture, no students per household

Proposed Land Use = Conservation Fringe District

700 Dwelling Units @ .299 students/household= 209 Students

The amendment results in the addition of 209 Students. There is a currently capacity at all education levels within this school zone to accommodate the proposed development.



November 27, 2019

William Morris, P.E.
Morris DePew
2914 Cleveland Ave.
Ft. Myers, FL 33901

Sent via e-mail: bmorris@m-da.com

Re: Bonita Grande RPD

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CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Dear Mr. Morris,

You have requested potable water, sewer and irrigation service for the project referenced above. Plant capacities are adequate; however, the Developer is required to install all off-site and on-site utility line extensions necessary to provide service to the project in accordance with Bonita Springs Utilities, Inc. specifications. No construction submittals have been received, reviewed or approved as of this date. This letter expires in one year.

You have estimated the usage to be 280,000 gallons per day. Bonita Springs Utilities, Inc. has the capacity to provide the above estimated gallonage from its 17.56 million gallon per day Water Treatment Plant. The Water Reclamation Facilities have the capacity to treat the above estimated gallonage from the plants currently rated at 11.0 million gallon per day.

Potable water is available for irrigation use as no reuse water is available in proximity to the subject property at this time.

This letter should not be construed as a commitment or guarantee to serve nor as approval for construction, but only as to the availability of potable water, sewer and reuse at this time. Bonita Springs Utilities, Inc. may commit to reserve plant capacity if available, at such time that ANC (Aid-to-New Construction) fees are paid for each unit of required capacity.

If there are any proposed utility infrastructure installations, then the appropriate meetings and submittals per the Bonita Springs Utilities specifications shall be required.

Respectfully,
Bonita Springs Utilities, Inc.

Kim Hoskins, P.E.
Director of Engineering

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Carmine Marceno
Sheriff



"Proud to Serve"

State of Florida
County of Lee

January 7, 2020

Heather M. Urwiller
Morris-Depew Associates
2914 Cleveland Ave.
Fort Myers, FL 33901

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CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Ms. Urwiller,

The Lee County Sheriff's Office has reviewed your Letter of Availability request for a new +-1,343 acre residential subdivision known as Bonita Grande located at the northern terminus of Bonita Grande Drive approximately two miles north of Bonita Beach Road.

The proposed Comprehensive Plan Amendment and Residential Planned Development that would permit the redevelopment of the property from an Industrial Planned Development for lime rock mining to a 700 unit residential subdivision would not affect the ability of the Lee County Sheriff's Office to provide core levels of service at this time.

Law enforcement services will be provided from our South District offices in Bonita Springs, with supplemental support from City of Bonita Springs contract deputies. As this development builds out, we will factor its impact into our annual manpower review and make adjustments accordingly. At the time of application for a Development Order or building permit, we request that the applicant provide a Crime Prevention Through Environmental Design (CPTED) report done by the applicant and given to the Lee County Sheriff's Office for review and comment.

Please contact Community Response Unit Manager Beth Schell at (239) 477-1676 with any questions regarding the CPTED study.

Respectfully

A handwritten signature in black ink, appearing to read "Rich Snyder".

Rich Snyder
Major, Patrol Bureau



"The Lee County Sheriff's Office is an Equal Opportunity Employer"
14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000



3401 Metro Parkway
Fort Myers, FL 33901
Phone: (239) 533-0393

John E. Manning
District One

January 7, 2020

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Heather M. Urwiller
Morris Depew, Inc
2914 Cleveland Ave
Fort Myers, FL 33901

RE: Bonita Grande

Dear Ms. Urwiller,

LeeTran has reviewed the request for service availability regarding Bonita Grande, located at 25501 Bonita Grande Dr. After reviewing the site and comparing the location with our existing and planned route locations according to the 2016 Transit Development Plan (TDP), the following has been determined:

- Currently, the closest route to the identified site is the Route 150 along Bonita Beach Road
- The identified site does not lie within the one-quarter mile of a fixed-route corridor via safe pedestrian access.
- The 2016 TDP does not identify the need for enhanced or additional transit services in the area.

Conclusion: Developer will not be required to connect to or improve transit facilities because pedestrian access from proposed development to closest stop is greater than one-quarter mile. This statement is subject to review by the City of Bonita Springs Community Development Department before approval.

If transit services have been extended within one-quarter mile of the proposed development at time of a DO submittal, necessary improvements will be determined at that time.

If you have any questions or require further information, please do not hesitate to contact me at (239) 533-0340 or JPuente@leegov.com.

Sincerely,

Jorge J. Puente

Jorge J. Puente
Service Planner, LeeTran Mobility Enhancement Team

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111
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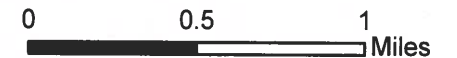
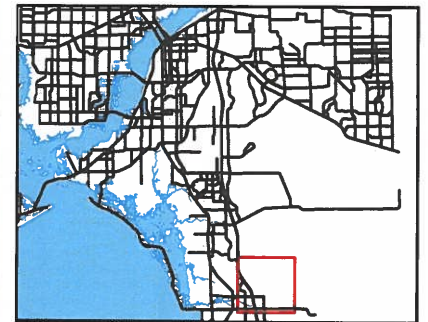
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DEPARTMENT



Development Review

Proposed Residential Development Bonita Grande

- Bus Stops
- Bus Routes
- Development Review





BONITA SPRINGS FIRE CONTROL & RESCUE DISTRICT

27701 BONITA GRANDE DRIVE, BONITA SPRINGS, FL 34135

ADMINISTRATION
TEL: (239) 949-6200
FAX: (239) 949-6207

FIRE PREVENTION
TEL: (239) 949-6211
FAX: (239) 949-6216

STEVE LOHAN
CHAIRMAN

LAWRENCE P. KOSILLA, JR.
VICE-CHAIRMAN

JAMES P. MURPHY
SECRETARY/TREASURER

JEFFREY MATURO
COMMISSIONER

STEVEN SLACHTA
COMMISSIONER

GREGORY L. DEWITT
FIRE CHIEF

www.bonitafire.org

January 10, 2020

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CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Dear Ms. Urwiller,

The Bonita Springs Fire Control and Rescue District is governed by a five member board elected by the voters of Bonita Springs. This board has given direction that they would like to have a four to six minute response time throughout the community of Bonita Springs. The Bonita Springs Fire Control and Rescue District operates seven stations throughout the Bonita Springs community. Every first out apparatus is a state licensed Advanced Life Support (ALS) unit. Your project is located approximately 1.9 miles from our Station 24, which is equipped with an ALS engine that can pump 2,000 gallons per minute. This station also has a brush truck capable fighting of any grass or urban interface type fire. The Bonita Springs Fire Control and Rescue District is fully capable of handling any type of emergency that you may encounter with this proposed development. Should you have any questions or concerns please feel free to contact me directly.

Yours in Service,

Greg DeWitt,

Fire Chief

Bonita Springs Fire Control and Rescue District

From: [Tina Ekblad](#)
To: [Heather Urwiller](#)
Subject: Fwd: Letters for Bonita Grande
Date: Monday, January 6, 2020 7:45:28 AM

Heather

Please see the comments below from Lee County EMS.

Thank you
Tuna

Sent from my iPhone

Begin forwarded message:

From: "Abes, Benjamin" <Benjamin.Abes@leegov.com>
Date: January 6, 2020 at 7:33:41 AM EST
To: Tina Ekblad <tekblad@m-da.com>
Cc: "Dewitt, Gregory" <dewitt@bonitafire.org>
Subject: Letters for Bonita Grande

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APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Tina,

I got a series of confusing letters over the holiday regarding a project now called Bonita Grande. The fire department got a letter addressed to me, and I got a letter at my office addressed to Dawn Huff at the School District.

Regardless, the project lies within the municipal boundaries of the City of Bonita Springs and therefore we do not have legal standing to issue Letters of Service Availability for this project.

Can you please pass this along to the staff working on the project?

Ben

Benjamin Abes
Director, Lee County Public Safety
Chief, Emergency Medical Services
239-533-3911

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



THE SCHOOL DISTRICT OF LEE COUNTY
2855 COLONIAL BLVD. ♦ FORT MYERS, FLORIDA 33966 ♦ WWW.LEESCHOOLS.NET

DOMINIC GEMELLI
PLANNER
239-335-1478

GWYNETTA S. GITTENS
CHAIR, DISTRICT 5
CHRIS N. PATRICCA
VICE CHAIR, DISTRICT 3
MARY FISCHER
DISTRICT 1

MELISA W. GIOVANNELLI
DISTRICT 2

DEBBIE JORDAN
DISTRICT 4

BETSY VAUGHN
DISTRICT 6

CATHLEEN O'DANIEL MORGAN
DISTRICT 7

GREGORY K. ADKINS, ED. D.
SUPERINTENDENT

ALAN L. GABRIEL, ESQ.
BOARD ATTORNEY

RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

January 7, 2020

Heather M Urwiller, Principal Planner
Morris-Depew Associates, Inc.
2914 Cleveland Ave.
Fort Myers, Florida 33901

RE: Bonita Grande
Strap: Multiple (See Concurrency Sheet)

Dear Ms. Urwiller:

This letter is in response to your request for comments dated January 6, 2020 for the Comprehensive Plan Amendment /RPD in regard to educational impact. The project is located in the South Choice Zone, S3.

This development is a request for 700 Single Family housing units. With regard to the inter-local agreement for school concurrency, the generation rates are created from the type of dwelling unit and further broken down by grade level.

For Single-Family homes, the generation rate is .297 and further broken down by grade level into the following, .149 for elementary, .071 for middle and .077 for high. A total of 208 additional school-aged children would be generated and utilized for the purpose of determining sufficient capacity to serve the entire development.

The Concurrency Analysis attached, displays the impact of this development. Capacity is not an issue within the Concurrency Service Area (CSA)

Thank you and if I may be of further assistance, please contact me at 239-335-1478

Sincerely,

Dominic Gemelli

Dominic Gemelli, Planner

VISION: TO BE A WORLD-CLASS SCHOOL SYSTEM

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CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Bonita Grande Mine Environmental Assessment Report

Sections 17, 20, and 29, Township 47 South, Range 26 East
Lee County, Florida

December 2019

Prepared for:

**BG Mine, LLC
25501 Bonita Grande Drive
Bonita Springs, FL 34135**

Prepared by:

***DexBender*
4470 Camino Real Way, Suite 101
Fort Myers, FL 33966
(239) 334-3680**

I. INTRODUCTION

The 1,342.60± acre Bonita Grande Aggregates Mine property is located within a portion of Sections 17, 20, and 29, Township 47 South, Range 26 East, Bonita Springs, Florida. This property is bordered to the north by conservation lands owned by Lee County, to the east by conservation lands owned by the South Florida Water Management District (SFWMD), to the south by undeveloped property that is primarily wetland and homes on larger lots, and to the west by agricultural lands and the future potential alignment of C.R. 951.

The majority of the site has been cleared and is an active limerock mining operation. The state permit for the mine was originally issued by the SFWMD in 1982. The SFWMD permit was modified a number of times and then ultimately modified into a Florida Department of Environmental Protection permit in 2003. These permits required the preservation and creation of wetlands on-site that are located predominately along the property's eastern border. The wetlands and adjacent areas of native uplands have been placed in conservation easements. The southwestern most 74.88± acres is active row crop (vegetable field).

The property was also annexed into the City of Bonita in 2003. The December 2009 Bonita Grande Mine Preservation and Created Native Open Space Areas Management Plan was prepared to describe the restoration and long term management of the areas within the conservation easements. Earthwork activities by the previous mine owner had resulted in minor incursions into the preserved wetlands. The City of Bonita also required 14.0± acres of native open space creation areas outside of the conservation easements. The December 2009 plan was approved in January 2010 by City of Bonita Springs Community Development and was implemented in the spring of 2010. The required restoration (fill removal) has been completed and management activities (exotic species treatments) are ongoing pursuant to the approved December 2009 plan.

II. EXISTING CONDITIONS

Plant Communities

The predominant upland and wetland vegetation associations on the mining property were ordinally mapped in the field on 2012 digital color 1" = 700' scale aerial photography. The mapping was updated in 2017 to reflect the current status of the habitat restoration efforts within the preserves. The 74.88± acres in the southwest corner of the property was mapped in 2019 on 2019 aerials. Thirteen vegetation associations were identified using the Florida Land Use, Cover and Forms Classification System (FLUCCS). Attachment 1 depicts the approximate location and configuration of these vegetation associations and Table 1 summarizes the acreages by FLUCCS Code. A brief description of each FLUCCS Code is also provided below.

II-F-2

Table 1. Acreage Summary by FLUCCS Code

FLUCCS Code	Description	Acres
163	Rock Quarries	883.71
214	Row Crops	70.36
320	Shrub and Brushland	13.21
411	Pine Flatwoods	34.05
510D	Ditches	1.33
621	Cypress	125.78
624	Cypress - Pine	93.73
625	Hydric Pine Flatwoods	1.88
631	Wetland Shrub	1.01
641	Freshwater Marshes	111.98
643	Wet Prairies	2.37
740	Disturbed Land	2.86
814	Roads and Highways	0.33
TOTAL		1,342.60

FLUCCS Code 163, Rock Quarries

The portions of the site that have been approved for mining operation or have been cleared of native vegetation were assigned to this FLUCCS Code. This represents a majority (66± percent) of the property. These areas are primarily open water or impervious areas associated with the mining activity.

FLUCCS Code 214, Row Crops

This portion of the property was being used for the production of vegetables in December 2019. The seedling vegetables had been planted at that time and the field was being actively managed.

FLUCCS Code 320, Shrub and Brushland

Restored uplands are located along the northern property line. Portions of these areas were planted with slash pine, dahoon holly (*Ilex cassine*), cocoplum (*Chrysobalanus icaco*), and wax myrtle (*Myrica cerifera*). Ground cover within these areas consisted of species such as hurricane grass (*Fimbristylis cymosa*), Bermuda grass (*Cynodon dactylon*), dayflower (*Commelina diffusa*), para grass (*Urochloa mutica*), sand cordgrass (*Spartina bakeri*), ragweed (*Ambrosia artemisiifolia*), and bare ground.

FLUCCS Code 411, Pine Flatwoods

The upland pine flatwoods are located in the northeastern portion of the site. These areas are vegetated by slash pine in the canopy, myrsine (*Rapanea punctata*) and other shrubs in the midstory and saw palmetto (*Serenoa repens*) in the ground cover strata.

FLUCCS Code 510D, Ditches

An irrigation ditch, consisting primarily of open water, surrounds the farm field (FLUCCS Code 214). Scattered para grass, coast cockspur (*Echinochloa walteri*), and torpedo grass (*Panicum repens*) are also present.

II-F-2

FLUCCS Code 621, Cypress

Cypress dominated wetlands are located in the southeastern portion of the site as well as within the conservation easement areas that are scattered throughout the property. Pond cypress (*Taxodium ascendens*) dominates the canopy. Scattered pond cypress, dahoon holly, cocoplum, and myrsine and widely scattered slash pine form an open midstory. Ground cover includes a variety of wetland species such as swamp fern (*Blechnum serrulatum*), saw-grass (*Cladium jamaicense*), false nettle (*Boehmeria cylindrica*), marsh pennywort (*Hydrocotyle umbellata*), and climbing hemp weed (*Mikania scandens*).

FLUCCS Code 624, Cypress - Pine

In these wetlands either pond cypress and slash pine are co-dominant in the canopy or the canopy consists of slash pine with pond cypress in the midstory. Ground cover species consist of species such as swamp fern, false nettle, coinwort (*Centella asiatica*), bushy bluestem (*Andropogon glomeratus*), muhly grass (*Muhlenbergia* sp.), and various sedges.

FLUCCS Code 631, Wetland Shrub

This small area of wetland is located in the northern portion of the site. The dominant vegetation is willow (*Salix caroliniana*).

FLUCCS Code 641, Freshwater Marshes

The majority of the non-forested wetlands on-site consist of freshwater marshes. These areas are vegetated by a variety of species including spikerush (*Eleocharis* spp.), beakrushes (*Rhynchospora* spp.), little marsh elder (*Iva microcephala*), corkwood (*Stillingia aquatica*), maidencane (*Panicum hemitomom*), bald rush (*Rhynchospora nitens*), and saw-grass.

FLUCCS Code 643, Wet Prairies

Wet prairies are similar to the freshwater marshes described above with the exception that the hydroperiod is typically shorter. Species such as spikerush, bushy bluestem, love grass (*Eragrostis* spp.), umbrella-grass (*Fuirena* sp.), flatsedges (*Cyperus* spp.), stinkweed (*Pluchea* sp.), coinwort, and beggar tick (*Bidens* sp.) are present.

FLUCCS Code 740, Disturbed Lands

This FLUCCS Code was used to delineate the disturbed areas between the irrigation ditch described above and the property line or adjacent mine lands. The vegetation is primarily Brazilian pepper (*Schinus terebinthifolius*) and melaleuca (*Melaleuca quinquenervia*) with widely scattered slash pine and cabbage palm (*Sabal palmetto*).

FLUCCS Code 814, Roads and Highways

The property contains a portion of Bonita Grande Drive. Few, if any, native species are present in this area.

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Soils

Soils mapping obtained from the Florida Geographic Data Library depicts the property as containing 12 soil types circa 1990 (Attachment 2). The majority of the soils on-site have been significantly disturbed by the mining operation and agricultural activity since the date of the soils mapping. Therefore, with the exception of the preservation areas, the currently available soils mapping does not accurately reflect current site conditions.

Environmentally Sensitive Lands

The approximate locations of the wetlands on-site are depicted on Attachment 3. Based on this mapping there are approximately 336.75 acres of wetlands on-site. No mangrove wetlands are present on the property.

There are no rare and unique uplands (creek or river shorelines, sand dunes, sand or coastal scrub, and mature pine forests) on the property.

Listed Species

Species listed as endangered, threatened, or species of special concern by the Florida Fish and Wildlife Conservation Commission (FWC) or the United States Fish and Wildlife Service (FWS) that could potentially occur on the property based on the general FLUCCS mapping are shown in Table 2. This list is general in nature, does not necessarily reflect existing conditions within or adjacent to the 1,342.60± acre property and is provided for general informational purposes only.

Table 2. Species That Could Potentially Occur On-site

COMON NAME	TAXON	STATUS
FLUCCS Code 163		
American Alligator	<i>Alligator mississippiensis</i>	FT(S/A)
FLUCCS Code 214		
None		
FLUCCS Code 320		
Florida Panther	<i>Felis concolor coryi</i>	FE
Eastern Indigo Snake	<i>Drymarchon corais couperi</i>	FT
Gopher Tortoise	<i>Gopherus polyphemus</i>	ST
FLUCCS Code 411		
Big Cypress Fox Squirrel	<i>Sciurus niger avicennia</i>	ST
Florida Bonneted Bat	<i>Eumpos floridanus</i>	FE
Florida Panther	<i>Felis concolor coryi</i>	FE
Red-cockaded Woodpecker	<i>Picoides borealis</i>	FE
Southeastern American Kestrel	<i>Falco sparverius paulus</i>	ST
Eastern Indigo Snake	<i>Drymarchon corais couperi</i>	FT
Gopher Tortoise	<i>Gopherus polyphemus</i>	ST
FLUCCS Code 510D		
Florida Sandhill Crane	<i>Grus canadensis pratensis</i>	ST

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COMON NAME	TAXON	STATUS
Little Blue Heron	<i>Egretta caerulea</i>	ST
Reddish Egret	<i>Egretta rufescens</i>	ST
Roseate Spoonbill	<i>Ajaia ajaja</i>	ST
Tricolored Heron	<i>Egretta tricolor</i>	ST
Wood Stork	<i>Mycteria americana</i>	FE
American Alligator	<i>Alligator mississippiensis</i>	FT(S/A)
FLUCCS Code 621		
Big Cypress Fox Squirrel	<i>Sciurus niger avicennia</i>	ST
Florida Bonneted Bat	<i>Eumpos floridanus</i>	FE
Florida Panther	<i>Felis concolor coryi</i>	FE
Everglade Snail Kite	<i>Rostrhamus sociabilis plumbeus</i>	FE
Little Blue Heron	<i>Egretta caerulea</i>	ST
Roseate Spoonbill	<i>Ajaia ajaja</i>	ST
Tricolored Heron	<i>Egretta tricolor</i>	ST
Wood Stork	<i>Mycteria americana</i>	FE
American Alligator	<i>Alligator mississippiensis</i>	FT(S/A)
Butterfly Orchid	<i>Encyclia tampensis</i>	SCE
Cinnamon fern	<i>Osmunda cinnamomea</i>	SCE
Fuzz-wuzzy Air-plant	<i>Tillandsia pruinosa</i>	SE
Giant Wild-pine	<i>Tillandsia utriculata</i>	SE
Reflexed Wild-pine	<i>Tillandsia balbisiana</i>	ST
Royal Fern	<i>Osmunda regalis</i>	SCE
Stiff-leaved Wild-pine	<i>Tillandsia fasciculata</i>	SE
Soft-leaved Wild-pine	<i>Tillandsia valenzuelana</i>	ST
Twisted Air-plant	<i>Tillandsia flexuosa</i>	ST
FLUCCS Code 624		
Big Cypress Fox Squirrel	<i>Sciurus niger avicennia</i>	ST
Florida Bonneted Bat	<i>Eumpos floridanus</i>	FE
Florida Panther	<i>Felis concolor coryi</i>	FE
Little Blue Heron	<i>Egretta caerulea</i>	ST
Red-cockaded Woodpecker	<i>Picoides borealis</i>	FE
Tricolored Heron	<i>Egretta tricolor</i>	ST
Wood Stork	<i>Mycteria americana</i>	FE
American Alligator	<i>Alligator mississippiensis</i>	FT(S/A)
Butterfly Orchid	<i>Encyclia tampensis</i>	SCE
Cinnamon Fern	<i>Osmunda cinnamomea</i>	SCE
Fuzz-wuzzy Air-plant	<i>Tillandsia pruinosa</i>	SE
Giant Wild-pine	<i>Tillandsia utriculata</i>	SE
Reflexed Wild-pine	<i>Tillandsia balbisiana</i>	ST
Royal Fern	<i>Osmunda regalis</i>	SCE
Stiff-leaved Wild-pine	<i>Tillandsia fasciculata</i>	SE
Soft-leaved Wild-pine	<i>Tillandsia valenzuelana</i>	ST
Twisted Air-plant	<i>Tillandsia flexuosa</i>	ST
FLUCCS Code 631		

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COMON NAME	TAXON	STATUS
Everglade Snail Kite	<i>Rostrhamus sociabilis plumbeus</i>	FE
Little Blue Heron	<i>Egretta caerulea</i>	ST
Roseate Spoonbill	<i>Ajaia ajaja</i>	ST
Tricolored Heron	<i>Egretta tricolor</i>	ST
American Alligator	<i>Alligator mississippiensis</i>	FT(S/A)
FLUCCS Code 641		
Florida Panther	<i>Felis concolor coryi</i>	FE
Everglade Snail Kite	<i>Rostrhamus sociabilis plumbeus</i>	FE
Florida Sandhill Crane	<i>Grus canadensis pratensis</i>	ST
Little Blue Heron	<i>Egretta caerulea</i>	ST
Reddish Egret	<i>Egretta rufescens</i>	ST
Roseate Spoonbill	<i>Ajaia ajaja</i>	ST
Tricolored Heron	<i>Egretta tricolor</i>	ST
Wood Stork	<i>Mycteria americana</i>	FE
American Alligator	<i>Alligator mississippiensis</i>	FT(S/A)
FLUCCS Code 643		
Florida Panther	<i>Felis concolor coryi</i>	FE
Everglade Snail Kite	<i>Rostrhamus sociabilis plumbeus</i>	FE
Florida Sandhill Crane	<i>Grus canadensis pratensis</i>	ST
Little Blue Heron	<i>Egretta caerulea</i>	ST
Reddish Egret	<i>Egretta rufescens</i>	ST
Roseate Spoonbill	<i>Ajaia ajaja</i>	ST
Tricolored Heron	<i>Egretta tricolor</i>	ST
Wood Stork	<i>Mycteria americana</i>	FE
American Alligator	<i>Alligator mississippiensis</i>	FT(S/A)
FLUCCS Code 740		
Florida Bonneted Bat	<i>Eumpos floridanus</i>	ST
Southeastern American Kestrel	<i>Falco sparverius paulus</i>	ST
Eastern Indigo Snake	<i>Drymarchon corais couperi</i>	FT
Gopher Tortoise	<i>Gopherus polyphemus</i>	ST
FLUCCS Code 814		
None		

FE: federal designated endangered

FT: federal designated threatened

FC: federal candidate for listing

FT(S/A): federal designated endangered due to similarity of appearance

SE: state designated endangered

ST: state designated threatened

SSC: state species of special concern

SCE: state commercially exploited

DexBender has been monitoring the preserved wetlands on the mining property since 2003. Over the past 16 years the following listed species have been observed on the property: American alligator, tricolored heron, wood stork, little blue heron, Florida sandhill crane, roseate spoonbill, bald eagle, and Big Cypress fox squirrel. With the exception of the American alligator, all of these specie were observed foraging or perching within the preservation areas. The American alligators were also observed within the mining pits. No nesting or denning by listed species has been observed on the

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property. The following non listed wildlife has been observed within the preserves during the monitoring events: crayfish, mosquitofish, Mayan cichlid, largemouth bass, gar, southern leopard frog, green treefrog, water moccasin, brown anole, soft shell turtle, mottled duck, great egret, green heron, yellow-crowned night-heron, black-crowned night-heron, white ibis, great blue heron, snowy egret, American bittern, American coot, pied-billed grebe, lesser yellow-legs, ground dove, mocking bird, various warblers, killdeer, gray gnat catcher, turkey, red-bellied woodpecker, downy woodpecker, barn swallow, belted kingfisher, turkey vulture, black vulture, barred owl, red-shouldered hawk, marsh hawk, osprey, eastern cottontail rabbit, raccoon, feral hog, white-tailed deer, and black bear. These specie were also observed foraging or perching primarily within the preservation areas.

The 74.88± acres in the southwest corner of the property was surveyed for listed species on December 13, 2019. This portion of the property contained recently planted seedling vegetables and the field was being actively managed at the time of the survey. Little native vegetation was present and the area consisted primarily of bare ground and black plastic used for the vegetable bedding. Therefore, the listed species survey focused on the ditches and woody exotic vegetation along the edges of the field and consisted of pedestrian transects along the field perimeter. The locations of the survey transects and results of the survey are shown on Attachment 4. At the time of the survey, the weather was mild and overcast.

One wood stork was observed standing along the northern edge of the field. This bird may have landed on the property with the purpose of foraging in the irrigation ditch. Two dead pine trees in advanced states of decay were observed along the northern edge of the farm field. Both contained potential cavities. While there was no evidence of bat utilization, there is a limited potential that Florida bonneted bats could roost in those cavities.

No other listed species were observed within the 74.88± acres. Given the continuous human disturbances associated with active row crop production, the area currently provides little, if any, listed species habitat.

III. CONSISTENCY WITH COMPREHENSIVE PLAN GOALS, POLICIES, AND OBJECTIVES

As documented above, mining and agricultural activities have occurred on the property for over 37 years. During this time period the vast majority of the site outside of the conservation easement areas has been significantly disturbed by the mining operations. The 370.01± acres of uplands and wetlands within the preservation areas represent the highest quality habitats on the property. These areas, together with the 14.0± acres of native open space creation areas, contain all of the mapped wetlands on-site. There are no rare and unique uplands on the property. The proposed site plan will continue to preserve the 384.01± acres of uplands and wetlands. Therefore, the project is consistent

II-F-2 IV-J

with Objective 4.1, Policy 7.1.1.d.2, Policy 7.2.3, Goal 14, and applicable portions of Policies 14.1.1.through 14.3.5.

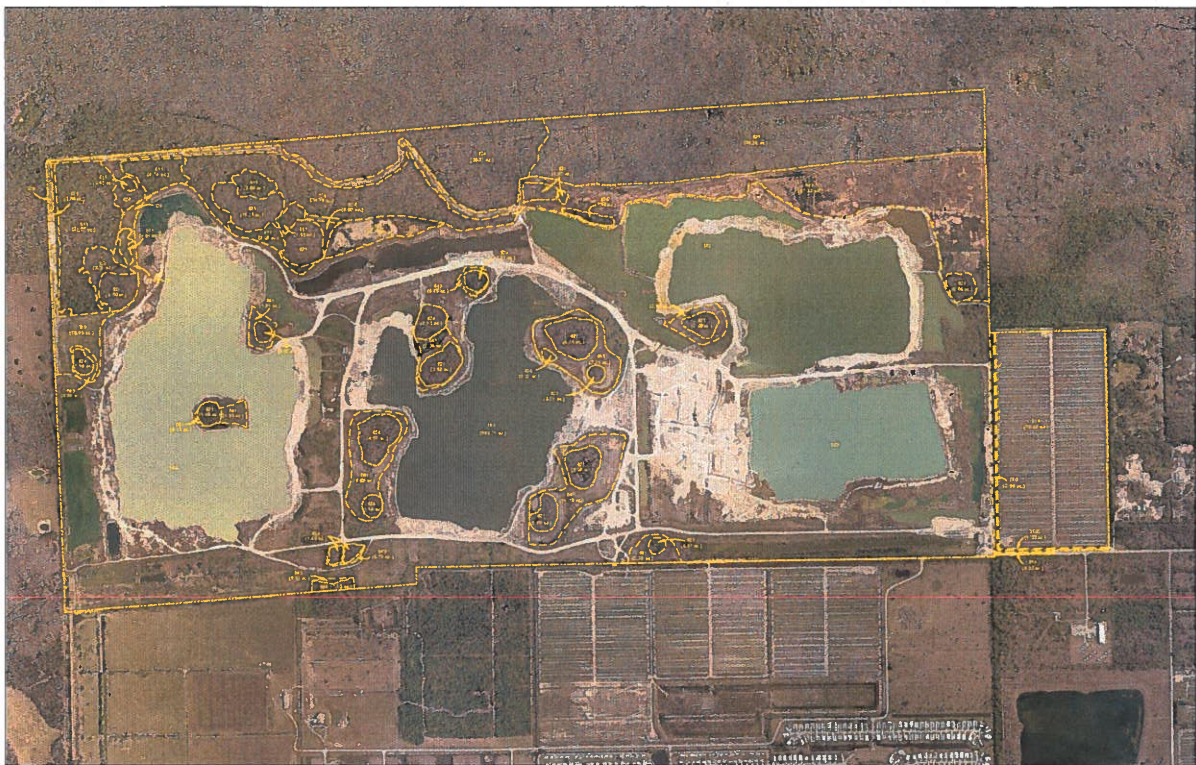
No nesting of state or federally listed species has been documented within the property. The large mammals listed in Table 2, if actually present on-site, would most likely occur in the large preservation area (313.67± acres) along the project's east boundary adjacent to the Flint Pen Strand. The remaining listed plant and animal species would also most likely occur in either the large preserve or within the smaller preserves located elsewhere on-site. The non-forested wetland areas provide foraging habitat to a variety of listed species including wood storks. The use of the remainder of the property by listed species is limited to American alligators within the mining lakes and foraging by listed wading birds along the fringes of those lake. The use of the wetlands as foraging habitat and the lakes by alligators will continue for the proposed residential project. Therefore, the project is consistent with Policies 7.4.1 through 7.10.3.

The property does not contain any streams, rivers, or estuaries. Therefore, Objective 7.12 and Policies 7.12.1 through 7.12.3 are not applicable.

The 384.01± acres of preserved uplands and wetlands will continue to be managed as required by the December 2009 Bonita Grande Mine Preservation and Created Native Open Space Areas Management Plan. This long term management will ensure that potential habitat for listed species continues to be protected into the future.

SECTION 10, T4S, R10E
 TOWNSHIP 17 N
 RANGE 10 E

II-F-4

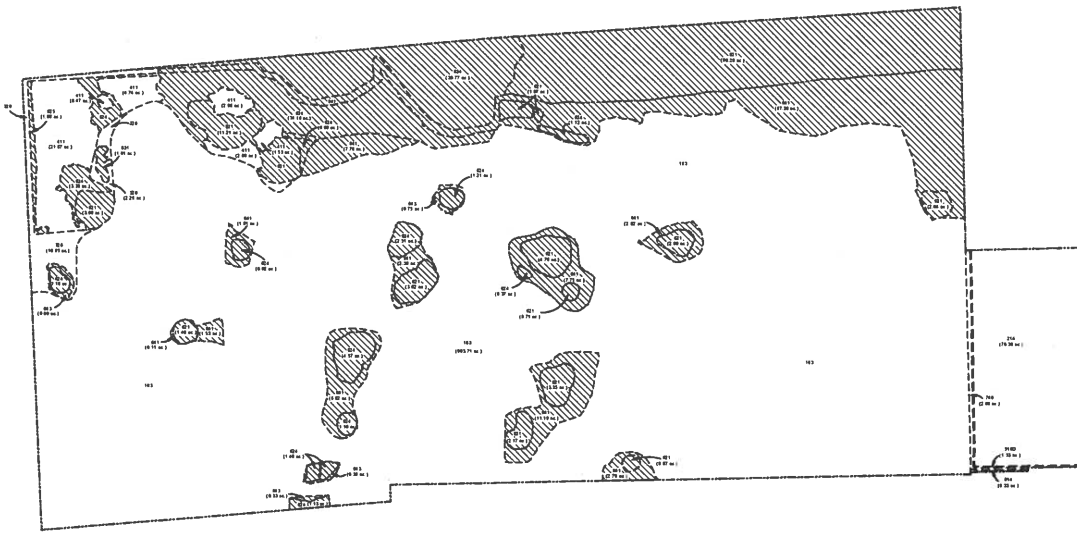


FLUCOB	Description	Acres
1E	Rock Outcrop	332.71 ac.
214	Row Crops	79.36 ac.
329	Straw and Strawland	13.21 ac.
411	Pine Plantations	54.85 ac.
5180	Shrub	1.23 ac.
621	Cypress	125.78 ac.
626	Cypress - Pine	63.72 ac.
629	Wetland Pine Plantations	1.88 ac.
631	Wetland Shrub	1.01 ac.
641	Freshwater Marshes	111.88 ac.
643	Wet Prairie	2.37 ac.
743	Disturbed Land	2.88 ac.
814	Roads and Highways	8.33 ac.
Total		1,302.88 ac.

Notes:
 1. Property boundary provided by Minner Deane
 2. Interpretation made on 10/1/2011
 3. Data until August 8, 2011
 4. Copies of jurisdictional wetlands approved by DEC permit

SECTION 25, 26, and 27
TOWNSHIP 22 S
RANGE 20 E

H-F-1



 Wetlands (138.75 ac.)

THERE ARE NO RARE OR UNIQUE
UPLANDS ON THE SUBJECT PARCEL

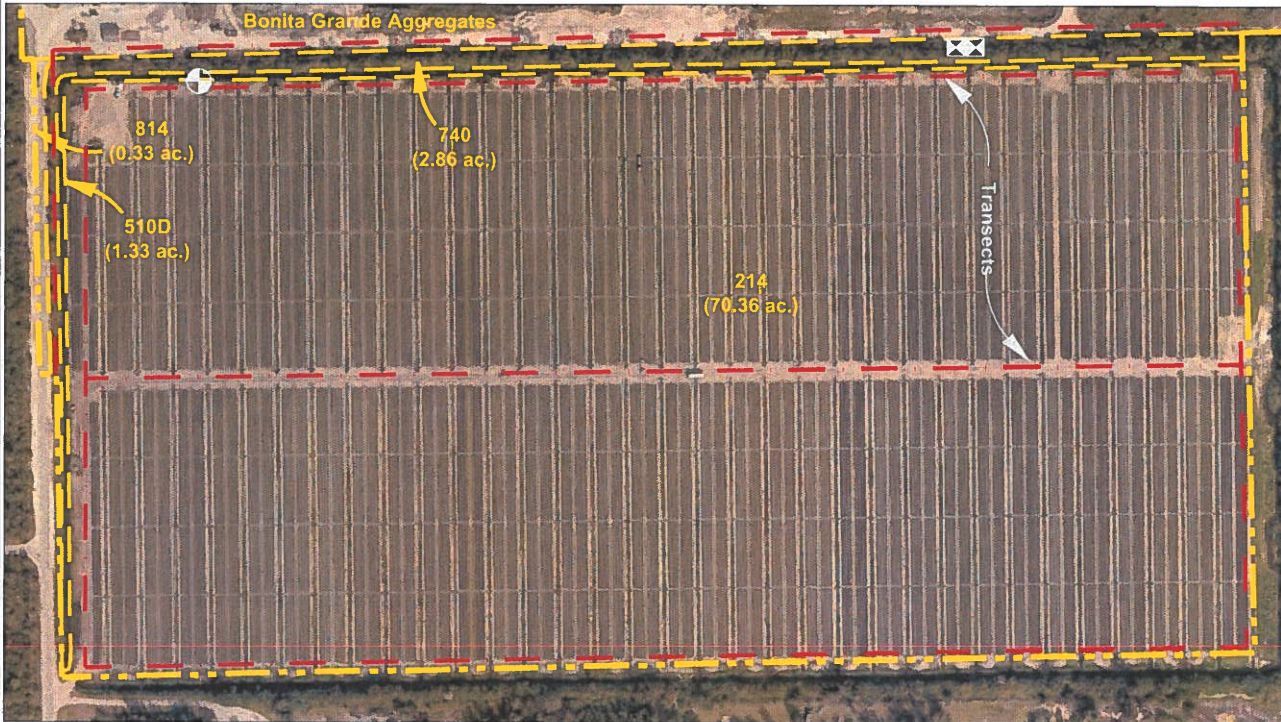
FLUCCS	Description	Average
153	Rock Outcrops	393.11 ac.
214	Rice Crops	75.26 ac.
129	Shrub and Scrubland	13.21 ac.
411	Pine Flatwoods	34.85 ac.
618D	Disturb	1.33 ac.
621	Cypress	125.78 ac.
624	Cypress - Pine	62.73 ac.
625	Hydro Pine Flatwoods	1.89 ac.
631	Wetland Shrub	1.91 ac.
641	Freshwater Marshes	111.88 ac.
663	Wet Prairie	2.37 ac.
769	Disturbed Land	2.85 ac.
814	Roads and Highways	6.23 ac.
	Total	1,302.66 ac.

Notes:
1. Property boundary provided by Water-Power
2. Vegetation mapping completed in 2011
3. Limits of jurisdictional wetlands approved by NFP permit

IV-J

SECTION: 29
TOWNSHIP: 47 S
RANGE: 26 E

Bonita Grande Aggregates - Agricultural Parcel



- ⊕ Wood Stork (1)
- ☒ Tree with Cavity (2)

FLUCCS	Description	Acreage
214	Row Crops	70.36 ac.
510D	Ditches	1.33 ac.
740	Disturbed Land	2.86 ac.
814	Roads and Highways	0.33 ac.
	Total	74.88 ac.

- Notes:
1. Property boundary provided by Morris-Depew Associates.
 2. Mapping based on photointerpretation of 2019 aerial photography and ground truthing in December 2019.
 3. Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.

**PERMIT USE ONLY,
NOT FOR CONSTRUCTION**

December 19, 2019 8:02:15 a.m.
Drawing: BGMINE_SOUTHPARCEL.DWG

Figure 1. Protected Species Assessment Map

B DEXBENDER
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FORT MYERS 239-334-3680



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

December 4, 2019

Heather Urwiller
Morris-Depew
2914 Cleveland Ave.
Ft. Myers, FL 33901
Phone: 239.337.3993
Email: HUrwiller@M-DA.com



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CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

In response to your inquiry of December 4, 2019, the Florida Master Site File lists no previously recorded cultural or historical resources found in the following section of Lee County:

T47S, R26E, Sections 17, 20 and 21 with a quarter mile buffer as shown on the corresponding map.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Cody VanderPloeg
Archaeological Data Analyst
Florida Master Site File
Cody.VanderPloeg@dos.myflorida.com

500 South Bronough Street • Tallahassee, FL 32399-0250 • www.flheritage.com/preservation/sitefile
850.245.6440 ph | 850.245.6439 fax | SiteFile@dos.state.fl.us

Cultural Resource Search Quarter Mile Buffer Lee County



0 0.175 0.35 0.7 1.05 1.4 Miles

December 2019

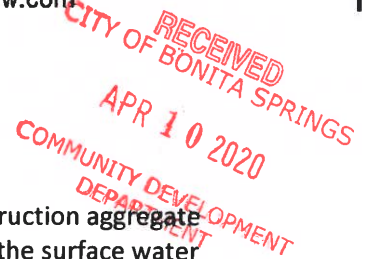


Exhibit IV-I - Surface Water Management Plan

a. Existing Runoff Characteristics of Property in Existing State

The project area is currently permitted and operated as an existing construction aggregate mine. This operation is contained within a perimeter berm consisting of the surface water management system (SWM) in approximately 954.07 acres. As permitted by the Florida Department of Environmental Protection (FDEP) Bureau of Mines and Reclamation this SWM is designed to retain the 25 year – 3 day storm event for the purposes of meeting the water quality standards for the processing that occurs with the mined materials on site. There is a permitted and constructed overflow structure which allows any stormwater that stages above the 25 year – 3-day event peak to discharge to the Flint Penn Slough located along the east side of the project site. This area is owned by the SFWMD and is known as the CREW lands.

b. Proposed Drainage Concept

The proposed residential development design and Lake Park dedicated to the City will utilize a combination of stormwater methods including sheet flow, swales and ditches, and storm sewers to collect the rainfall from the development site for conveyance to the Non- Mining and Mining Lakes depicted on the Master Concept Plan in accordance with SFWMD and City Land Development Code requirements. All lakes will be utilized for water quality treatment in accordance with the SFWMD requirements and attenuation of the 25 year – 3 day storm event prior to discharge to the wetland conservation area located on the eastern side of the project site which connects to the Flint Pen Slough/CREW Lands located to the east of the subject property. Stormwater runoff will be directed into treatment areas prior to discharge to the Mining Lakes for additional 0.5 inches of storage if required by SFWMD for Mining Lakes utilizing public recreational uses.

c. Retention Features incorporated into Drainage System including Maintenance

The project will be designed to comply with the City of Bonita Springs LDC and SFWMD requirements for stormwater quality and quantity by using a series of stormwater lakes that are located around the site for attenuation of the 25 year – 3-day storm event.

d. Preservation of Existing Natural Features

The existing and proposed project has maintained extensive natural features in the form of indigenous preserves most of which have been placed under conservation easements with the FDEP as indicated in the ERP.

No changes to the indigenous preserve areas will occur as a result of this request.

e. Flood Protection and Management

The property has not been subject to inundation by any surrounding properties since the existing stormwater management system was developed on the subject property. In accordance with the SFWMD and Florida Building Code requirements, this project will be designed to accommodate for the design of the peak stage of the 100 year – 3-day storm event.

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MAY 22 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

Enhanced Lake Management Plan

Project Location

This project is in sections 17 and 20 of Township 47 S, Range 26 E residing within the City of Bonita Springs in Lee County, Florida. It can be reached by vehicle starting at the intersection of I-75 and Bonita Beach Road and traveling 0.72 miles east to Bonita Grande Drive, then heading approximately 2 miles north along Bonita Grande Drive to the main gates of the site.

Project Description

This effort proposes to convert an existing construction aggregate mine into a residential development as a part of mine reclamation. This conversion will help to assure a perpetual funding source for maintenance of conservation areas and buffers as well as benefitting the City and County as a whole by providing citizens with a sustainable, and well managed livable area in compliance with current governing zoning, engineering and environmental standards.

Purpose

The purpose of this document is to comply with requirements by the City of Bonita Springs as well as compliance with Section 3-331(d)(3)a of the City's Land Development Code.

This proposed plan takes into account, the goals and policies of the Water Advisory Task Force as adopted by the City Council as applicable.

Responsible Entity

Property Owner Covenants, conforming to the requirements of the City of Bonita Springs, outlining among other things, prohibitions and responsibilities of the homeowner and the maintenance authority that will be created and submitted along with the Development Order application once a formal site design has been completed.

Exotic Plants

The maintenance authority will be responsible for removal of exotic and nuisance plants as designated by law under applicable Federal, State or Local Authority, in perpetuity from proposed conservation areas. Conservation areas will be inspected at least once a year for presence of exotic plants, which will be removed on an as needed basis. Exotic plants will be removed using methods as permitted under applicable ERP and ACOE permits where applicable as not to unduly damage desirable native vegetation.

Littoral Vegetation & Native Shade Trees

Littoral Vegetation will be maintained in perpetuity. Dead or dying vegetation will be removed and replaced with healthy vegetation. Harvesting of littoral vegetation may be conducted when necessary from time to time in order to help promote nutrient uptake. Mowing, trimming and the use of herbicides for control, harvesting or temporary removal of littoral vegetation will be prohibited.

Native shade trees must be planted in compliance with Section 3-331(d)(3)a of the City's Land Development Code. The planting locations proposed to meet the wetland herbaceous plant requirements set forth in Bonita Springs LDC Section 3-418, and other additional trees, must be graphically detailed as part of the Deep Lake Management Plan at the time of Development Order application.

Education

Educational materials will be provided to residents as part of a regular distribution of flyers. Materials will contain information related to the purpose and function of the lake bank slope as well as littoral areas. It will also explain the responsibility individual property owners have with compliance to compliance with bank slope and littoral area management plans.

All maintenance authority staff applying fertilizers, pesticides, and/or herbicides should be trained through the Florida Green Industries Best Management Practices for Protection of Water Resources in Florida program.

Lake Destratification

A destratification system adequately sized and designed for each stormwater lake deeper than 12 feet below control elevation must be submitted prior to development order issuance. Mine lakes are not required to be destratified.

Best Management Plan for Fertilizers

Fertilizer application shall be consistent with the City of Bonita Springs Code of Ordinance Chapter 44-22 "Mandatory BMPs":

Timing of application.

No person, including homeowner's and/or other property owners, shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the rainy season (June 1 through September 30 of each calendar year).

Fertilizer content and application rate.

- (1) No phosphorus fertilizer shall be applied to turf and/or landscape plants within the city at application rates which exceed 0.25 pounds of P₂O₅/1,000 square feet per application nor exceed 0.50 pounds of P₂O₅/1,000 square feet per year.
- (2) Fertilizers applied to turf and/or landscape plants within the city shall contain no less than 50 percent slow-release nitrogen per guaranteed analysis label.
- (3) Fertilizers should be applied to turf and/or landscape plants at the lowest rate necessary. No more than four pounds of nitrogen per 1,000 square feet shall be applied to any turf/landscape area in any calendar year.

Location for application.

Fertilizer shall not be applied, spilled or otherwise deposited on any impervious surfaces. Any fertilizer applied, spilled or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.

Buffer zones.

No fertilizer shall be applied in or within ten feet from the top of bank of any water body, seawall, designated wetland or wetland as defined by the state department of environmental protection, F.A.C. ch. 62-340.

Mode of application.

Spreader deflector shields are required when fertilizing by use of any broadcast or rotary spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces and water bodies, including wetlands.

Management of grass clippings and vegetative material.

In no case shall any person wash, sweep or blow off grass clippings and/or vegetative material into stormwater drains, ditches, conveyances, water bodies, roadways or other impervious surfaces.

Best Management Plan for Pesticides and Herbicides

Overview

Pesticide and herbicide management consists of a series of practices designed to manage their use to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent water bodies. Implementation of a management plan will also maximize the effectiveness of the pesticides that are applied.

The guidelines included in this section are intended to help the maintenance staff make educated environmental choices regarding the maintenance of lots and amenities. These maintenance and management guidelines are meant to promote an attractive facility that preserves the health of adjacent waterways and environmental features.

Licensing

All applicators applying pesticides or herbicides on property owned or maintained by the maintenance authority, as well as any maintenance authority personnel employed in the application of these products must hold and maintain proper certification and licensing by the Florida Department of Agriculture and Consumer Services (FDACS).

The maintenance authority will maintain a list of the permittee personnel applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified / licensed.

The maintenance authority will maintain documentation of the proper FDACS certification / licensing for all permittee personnel applicators and contracted commercial applicators of pesticides, herbicides, and fertilizer.

Commercial applicators of chemical lawn products must register with the maintenance authority, its successors or assigns annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements. Only registered commercial applicators and the development's maintenance staff are permitted to apply chemicals within the property owned and maintained by the maintenance authority.

Application

All chemical products must be used in accordance with the manufacturer's recommendations. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, or the development's licensed maintenance staff, for the control of algae and vegetation within the stormwater lakes or ponds.

The use of pesticides should be part of an overall pest management strategy that includes biological controls, cultural methods, pest monitoring, and other applicable practices, referred to altogether as IPM. When a pesticide application is deemed necessary, its selection should be based on effectiveness, toxicity to nontarget species, cost, and site characteristics, as well as its solubility and persistence. Half-lives and partition coefficients are particularly important when the application site of a pesticide is near surface water or underlain with permeable subsoil and a shallow aquifer. Short half-lives and intermediate to large Koc (sorption coefficients) are best in this situation. Many areas of Florida have impermeable subsoils that impede the deep leaching of pesticides. On such land, pesticides with low Koc and moderate to long half-lives should be used cautiously to prevent rapid transport in drainage water to a nearby waterbody. Non-erosive soils are common to much of Florida, and pesticides with large Koc remain on the application site for a long time. However, the user should be cautious of pesticides with long half-lives, as they are more likely to build up in the soil. Environmental characteristics of a pesticide can often be ascertained (without any additional information on environmental fate and/or non-target effects) by the environmental hazards statement found on pesticide product labels. The environmental hazards statement (referred to as "Environmental Hazards" on the label and found under the general heading "Precautionary Statements") provides the precautionary language advising the user of the potential hazards to the environment from the use of the product.

It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

Use only pesticides approved by USEPA and FDACS for aquatic sites to control weed pests in and around any part of the stormwater system. Use of pesticides and chemicals for the control of invasive species and common undesirable aquatic plants should be minimized. Careful herbicide selection and application is essential to minimize harm to desirable plants and animals. If done on a routine basis mechanical removal can help control unwanted aquatics and minimize the use of chemicals. However, experienced trained applicators can selectively control many undesirable plants with minimum harm to desirable vegetation and possible downstream contamination.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

- (1) Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
- (2) Must have the minimum potential for leaching into groundwater or loss from runoff

(3) Products must be EPA-approved

(4) The half-life of products used shall not exceed seventy (70) days

Boating

Boat slips and boating may be a part of the ultimate design concept for this development. If lakes are ultimately proposed for boating activities, additional prohibitions and restrictions of the type, use and operation of watercraft within this system may be incorporated based on the current rules governing wellfield protection zones, specifically for protection zone 4 if determined to be applicable.

Erosion Control and Bank Stabilization

This program objectively attempts to use common sense design practices along with economical construction methods to create a lake shore which adequately holds soil in place and reduces water velocity such that it is not capable of moving the soil under specific design scenarios. Due to widely varying conditions associated with storms and other naturally occurring events there is no man-made system that will be 100% effective at preventing all erosion or will be perpetually free from maintenance. Ultimately, these factors translate into a reduced likelihood for requiring maintenance of the lake bank and a lower potential for turbidity in the stormwater system.

Proper design of the lake bank, including the several erosion control techniques is recommended for long term maintenance of the lake shoreline at a minimal cost. Lake bank erosion has several potential sources that commonly include high velocity concentrated runoff from adjacent upland areas, fluctuation of lake stage during the wet and dry season cycles, wave action during high velocity wind and manmade events and improper material densities and cover along the lake banks.

One of the most apparent causes of erosion with respect to lake banks is the result of excessive overland flow velocities.

In order to reduce overland flow velocities, the City has established several design goals under Chapter 3-331.

1) One of these goals is a minimum four to one (horizontal to vertical) slope ratio be established from the top of bank to four feet below the dry season water table.

2) Another is establishment of this document.

Additionally there are several strategies that can be incorporated into the design of the project to aid in this effort. These include:

1. Grade lots in such a way as to limit the amount of area draining overland to the lake.
2. Direct downspouts that are not piped away from the lake shoreline.
3. Design drainage conveyance systems such that concentrated flows such as swales and downspouts are piped as much as practical to the lake rather than permitted to sheet flow overland.
4. Design pipe connections to the lake system to discharge at or below the dry season elevation of the lake to reduce the likeliness of overland flow.
5. Stabilize all lake side slope by ensuring a minimum 90% compaction rate contingent upon certified compaction test results.
6. Provide an adequate vegetative cover and/or structural protection measures to appropriately control water velocities and the likelihood they contribute to erosion.
7. Limit the steepness of lake side slopes to 4:1 or flatter in conjunction with the City of Bonita Springs Land Development Code.

Lake Maintenance Requirements

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

1. Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the outfall system.
2. Inspect the banks of the lakes and canals to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.
3. Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.
4. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared, listing any deficiencies that need to be addressed or corrected by the maintenance authority.

Water Quality Monitoring Plan

There is currently a water quality monitoring plan for the existing site use which is a combination of the current zoning document, a recently acquired FDEP Environmental Resource Permit and an existing Wellfield Protection permit. The zoning document required the establishment of 6 groundwater monitoring wells located along the western most property line. Two monitoring wells were established at the north of the property, two monitoring wells were established at the south property line, and two monitoring wells were established at the approximate center of the western property line. Each well cluster consists of a deep well and a shallow well. In addition there is a surface water sample currently pulled from the lake at the center of the existing mining operation. As a result of the recently acquired FDEP permit, the surface water sample will be pulled from the south western excavation from a column of water 10 feet below the water surface elevation at the time of testing.

As this site transitions to a residential development and more is known about specific design elements, the water quality program will be revised with City and FDEP staff to reflect this change in land use. A proposed water quality monitoring plan will be submitted along with any future Development Order application.

Wellfield Protection

A small portion of the west side of the site may reside within a region designated by Lee County as a Wellfield Protection Zone 4. As such, an acknowledgement is made that it must abide by applicable County and City codes forbidding storage of certain materials of certain types and quantities, disposal of liquid or solid wastes and will adhere to the prohibitions associated with this protection zone.

May 18, 2020

Ms. Tina Ekblad
Morris Depew Associates, Inc.
2914 Cleveland Ave.
Fort Myers, FL 33901

RE: Bonita Grande Mine MPD – PD20-69074-BOS

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Dear Ms. Ekblad:

TR Transportation Consultants, Inc. has reviewed the Traffic Impact Statement (TIS) comments issued by the City of Bonita Springs and Lee County Department of Community Development regarding the above project. The comments and TR Transportation's response to those comments are listed below for reference.

City of Bonita Springs Traffic:

1. *Please revise Figure 2 so that it shows all roadways to where the project traffic is distributed.*

Figure 2 has been revised and is included in the revised Traffic Impact Study that is attached.

2. *Please explain why the distribution of project trips to Terry Street is higher than the distribution to Bonita Grande Drive.*

The trip distribution was weighted slightly higher to the west on Terry Street than to the south on Bonita Grande Drive based on the future traffic conditions that are illustrated on Figure 4 in the revised Traffic Study attached. With the Vested Trips added to Bonita Beach Road, Bonita Beach Road is anticipated to operate at LOS "F" in the future and residents of this community will most likely avoid this area if they are traveling to/from destinations beyond the Publix anchored retail center located at the corner of Bonita Beach Road and Bonita Grande Drive. Terry Street provides access to the major north/south corridors such as Imperial Parkway/Three Oaks Parkway/Livingston Road as well as Old 41 and U.S. 41.

3. *For background traffic conditions on roadways other than Bonita Beach Road, use the City of Bonita Springs traffic counts. Use the three (3) day average peak hour and peak hour peak direction volumes from the actual count and adjust to peak season using the latest available Bonita Springs Area PSCF as reported by FDOT. Do not use Bonita Springs ADT x the K and D factors from Lee County for peak hour or peak season peak hour peak direction volumes.*

The revised report includes the Level of Service based on the three (3) day average counts for the roadways within the Study Area. The FDOT Peak Season Factor Category Report for Bonita Springs was utilized to adjust the data to peak season conditions. The 2019 FDOT Data shows “0’s” in the Bonita Springs report so the 2018 data for Bonita Springs was utilized and is included in the Appendix of the report for reference. Based on the 2018 PSCF data, there was no Peak Season Adjustment Factor necessary based on the dates the traffic data was collected (early April). The revised Level of Service analysis is included in the updated TIS that is attached.

Lee County Department of Community Development:

2. *The project’s trip generation in the PM peak hour is over 600 trips/hour. The Traffic Impact Statement (TIS) must include the intersection analysis for the site accesses and all intersections within the area of project influence.*

The traffic study was completed for submittal to the City of Bonita Springs. Site specific intersection improvements will be evaluated at the time the project seeks Development Order approval.

3. *Upon traffic impact statement evaluation, if any offsite improvements to the Lee County maintained roads is required, the permittee shall apply for a Lee County LDO and obtain approval from the County prior to commencement of construction activities within the County ROW or easements.*

Acknowledged. Site specific intersection improvements to all roadways, including those maintained by Lee County, will be determined at the time the project applies for a Local Development Order.



Mr. Jason P. White, P.E.
Cypress Lake United Methodist Church
DOS2020-00007
May 18, 2020
Page 3

If you have any additional questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ted B. Treesh', written in a cursive style.

Ted B. Treesh, PTP
President

Attachments

K:\2019\12 December\02 Bonita Grande RPD\Sufficiency\5-15-2020 Ekblad Sufficiency.doc



2726 OAK RIDGE COURT, SUITE 503
FORT MYERS, FL 33901-9356
OFFICE 239.278.3090
FAX 239.278.1906

TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
SIGNAL SYSTEMS/DESIGN

TRAFFIC IMPACT STATEMENT

FOR

BONITA GRANDE RPD

PROJECT NO. F1912.02

PREPARED BY:
TR Transportation Consultants, Inc.
2726 Oak Ridge Court, Suite 503
Fort Myers, Florida 33901
239-278-3090

REVISED:
May 14, 2020

CONTENTS

- I. INTRODUCTION**
- II. EXISTING CONDITIONS**
- III. PROPOSED DEVELOPMENT**
- IV. TRIP GENERATION**
- V. TRIP DISTRIBUTION**
- VI. FUTURE TRAFFIC CONDITIONS**
- VII. PROJECTED LEVEL OF SERVICE AND IMPROVEMENTS**
- VIII. CONCLUSION**

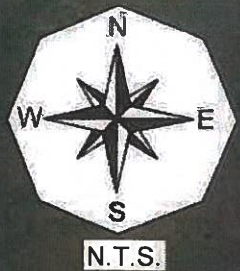
I. INTRODUCTION

TR Transportation Consultants, Inc. has conducted a traffic impact statement to fulfill requirements set forth by the City of Bonita Springs for projects seeking approval for zoning. This report has been completed in compliance with guidelines established in the City of Bonita Springs Traffic Impact Statement Guidelines. The development site is located at the terminus of Bonita Grande Drive just north of East Terry Street in the City of Bonita Springs, Florida. The site location is illustrated on **Figure 1**.

Currently the approximate 1,343 acre subject site, most of which is zoned Industrial Planned Development (IPD), is occupied by the Bonita Grande Mine with the balance zoned AG-2 and being utilized for agricultural purposes. The developer is proposing to rezone the subject site to Residential Planned Development (RPD) to permit a development of up to 700 residential dwelling units and up to 60,000 square feet of ancillary amenity uses, such as a clubhouse and recreation facilities for the residents. The unit mix could contain up to 200 multi-family dwelling units but the overall residential unit count will not exceed 700 units. For analysis purposes, the proposed dwelling units will be assumed to all consist of all single-family dwelling units. This represents the worst-case scenario in terms of trip generation when compared to the other residential uses such as multi-family. Access to the subject site is proposed to be from Bonita Grande Drive.

This report examines the impact of the development on the surrounding roadways. Trip generation and assignments to the various surrounding intersections will be completed and analysis conducted to determine the impacts of the development on the surrounding streets and intersections.

F1912.02/Sufficiency



PROJECT LOCATION MAP BONITA GRANDE RPD

Figure 1

II. EXISTING CONDITIONS

The subject site is currently occupied by a mine. The subject site is bordered by vacant land to the east and north, vacant land and agricultural uses to the south, and by Citrus Park Boulevard, vacant land and agricultural uses to the west.

East Terry Street is a two-lane undivided arterial to the west of Bonita Grande Drive and a two-lane unpaved local roadway to the east. East Terry Street west of Bonita Grande Drive has a posted speed limit of 40 mph and is under the jurisdiction of the City of Bonita Springs.

Bonita Grande Drive is a two lane undivided major collector between East Terry Street and Bonita Beach Road. Bonita Grande Drive has a posted speed limit of 45 mph and is under the jurisdiction of the Lee County Department of Transportation.

III. PROPOSED DEVELOPMENT

The subject site is proposed to be rezoned to Residential Planned Development (RPD) to permit a development of up to 700 single-family and multi-family residential dwelling units. **Table 1** summarizes the land uses utilized for the purposes of this analysis.

**Table 1
Land Uses
Bonita Grande RPD**

Land Use	Size
Single-Family Detached Housing (LUC 210)	700 dwelling units

Access to the subject site is proposed to Bonita Grande Drive.

IV. TRIP GENERATION

The trip generation for the proposed development was determined by referencing the Institute of Transportation Engineer’s (ITE) report, titled *Trip Generation Manual*, 10th Edition. Land Use Code 210 (Single-Family Detached Housing) was utilized for the trip generation purposes of the proposed residential uses. The equations from this land use are contained in the Appendix of this report for reference. **Table 2** indicates the anticipated weekday A.M. and P.M. peak hour trip generation of the subject site. The anticipated daily trip generation of the subject site is also indicated within Table 2.

Table 2
Trip Generation
Bonita Grande RPD

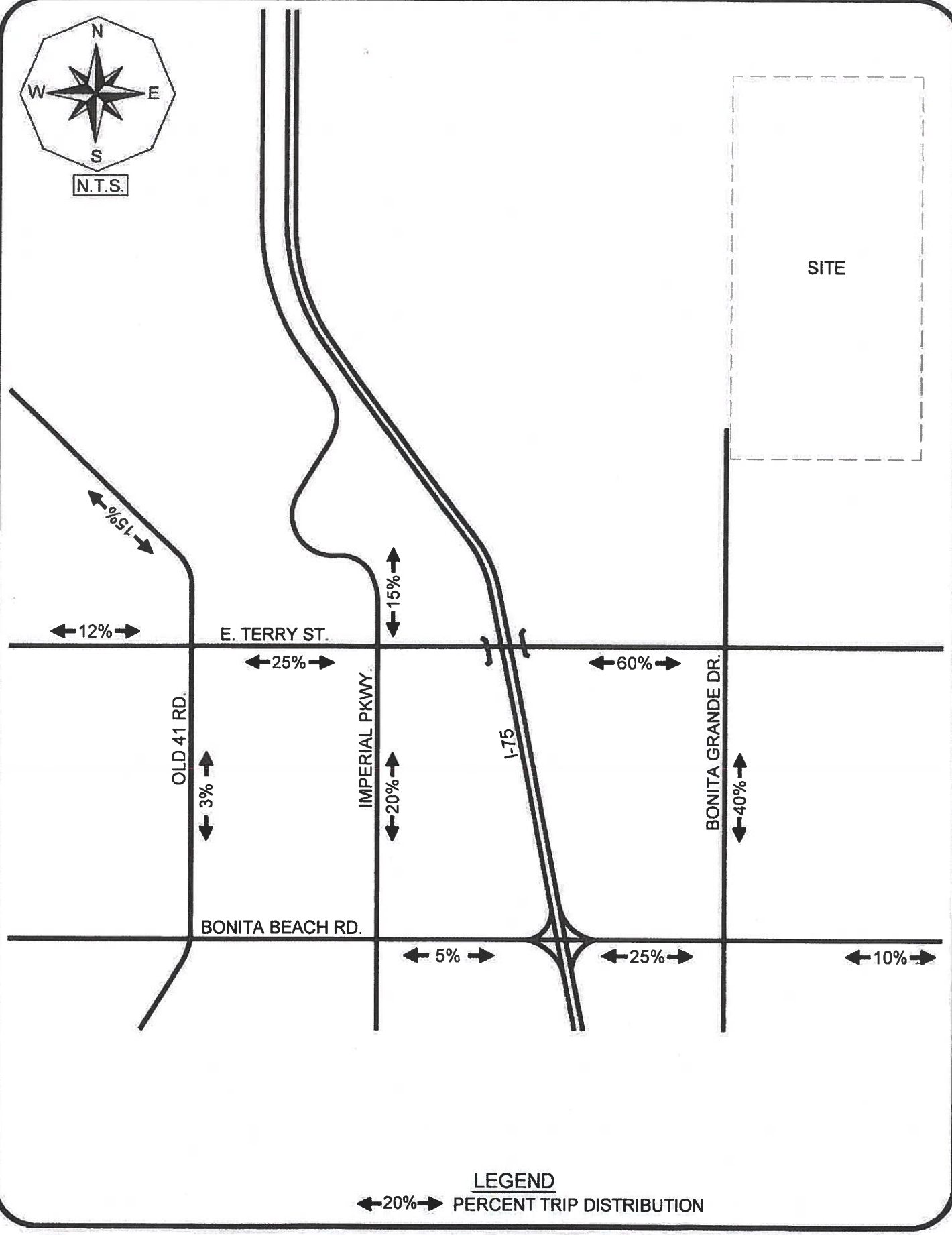
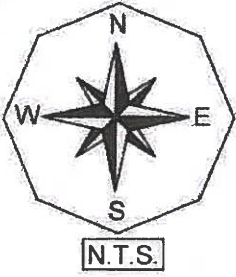
Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Single-Family Detached Housing (700 Dwelling Units)	126	376	502	415	243	658	6,229

V. TRIP DISTRIBUTION

The trips generated by the proposed development which are shown in Table 2, were then assigned to the surrounding roadway system based on the anticipated routes the drivers will utilize to approach the site. Based on the current and projected population in the area and other existing or planned competing/complementary uses in the area, a distribution of the site traffic was formulated. The anticipated trip distribution of the development traffic is shown on the attached **Table 1A** and **Figure 2**. Illustrated in **Figure 3** is the assignment of the site traffic to the intersection of East Terry Street and Bonita Grande Drive.

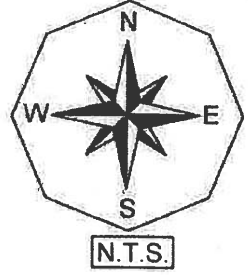
In order to determine which roadway segments surrounding the site may be significantly impacted as outlined in the City of Bonita Springs Traffic Impact Statement Guidelines, Table 1A, in the Appendix, was created. This table indicates which roadway links will exceed 2% or 3% of the directional peak hour capacity of the Level of Service Standard.

F1912.02/Sufficiency



LEGEND
←20%→ PERCENT TRIP DISTRIBUTION

F1912.02/Sufficiency



SITE

CITRUS PARK BLVD.

376 (243)
(415) 126

226 (146)
150 (97)

E. TERRY ST.

(249) 76

BONITA GRANDE DR.
(166) 50

LEGEND

- ← 000 WEEKDAY AM PROJECT TRAFFIC
- ← (000) WEEKDAY PM PROJECT TRAFFIC



SITE TRAFFIC ASSIGNMENT
BONITA GRANDE RPD

Figure 3

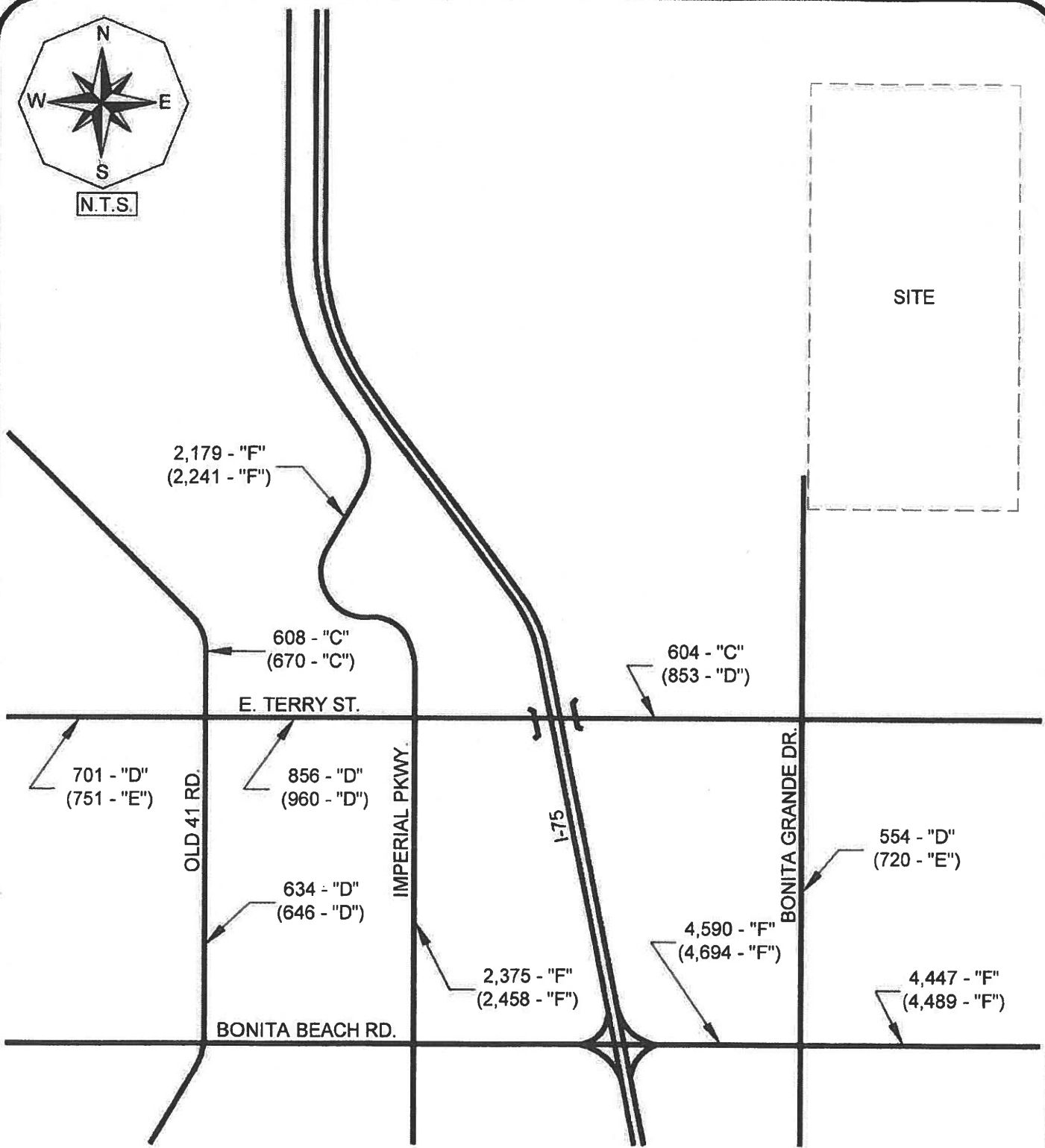
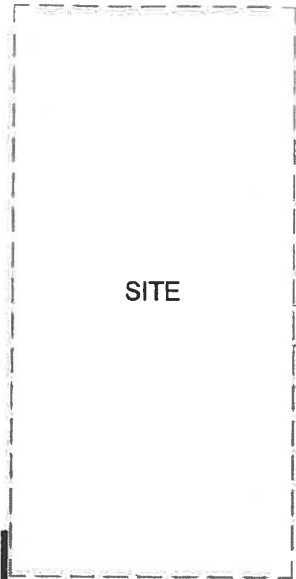
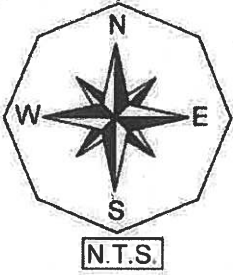
The Level of Service Thresholds for all roadways were obtained from the *Lee County Generalized Peak Hour Directional Service Volume* tables, dated April, 2016. Based on Table 1A, the proposed development is anticipated to significantly impact East/West Terry Street between US 41 and Bonita Grande Drive, Bonita Grande Drive between East Terry Street and Bonita Beach Road, Imperial Parkway to the north and south of East Terry Street, Old 41 Road to the north of West Terry Street, and Bonita Beach Road between I-75 and Bonita Grande Drive.

VI. FUTURE TRAFFIC CONDITIONS

A horizon year analysis of 2025 was selected as the analysis year to evaluate the future impacts this project will have on the surrounding roadway network. Based on this horizon year, a growth rate was applied to the existing traffic conditions for all roadway links that could be significantly impacted by this development. For Bonita Beach Road, a growth rate was **NOT** applied since all of the background growth on this roadway will be due to the vested traffic provided by the City. The existing roadway link traffic data was obtained from the 2019 *City of Bonita Springs Traffic Count Report* by taking the Peak Season, Peak Direction volume from the three (3) day count summary as provided for each count station in the traffic count report. Based on the project distribution shown in Table 1A, the link data was analyzed for the year 2025 without the development and year 2025 with the development.

Figure 4 indicates the year 2025 peak hour – peak direction traffic volumes and Level of Service for the various roadway links within the study area. Noted on Figure 4 is the peak hour – peak direction volume and Level of Service of each link should no development occur on the subject site and the peak hour – peak direction volume and Level of Service for the weekday P.M. peak hour with the development traffic added to the roadways. This figure was derived from **Table 2A** contained in the Appendix. Note, the peak hour - peak direction vested trips were determined by utilizing the vested traffic information provided by the City of Bonita Springs and applying the K100 and D factors obtained from the 2019 *City of Bonita Springs Traffic Count Report*. The vested trips on Bonita Beach

F1912.02/Sufficiency



2,179 - "F"
(2,241 - "F")

608 - "C"
(670 - "C")

604 - "C"
(853 - "D")

701 - "D"
(751 - "E")

856 - "D"
(960 - "D")

634 - "D"
(646 - "D")

2,375 - "F"
(2,458 - "F")

4,590 - "F"
(4,694 - "F")

554 - "D"
(720 - "E")

4,447 - "F"
(4,489 - "F")

LEGEND

XXX - "X" 2025 PEAK SEASON PM PEAK HOUR PEAK DIRECTION BACKGROUND TRAFFIC AND LEVEL OF SERVICE DESIGNATION

(XXX -"X") 2025 PEAK SEASON PEAK HOUR PEAK DIRECTION BACKGROUND TRAFFIC PLUS PM PEAK PROJECT TRAFFIC AND LEVEL OF SERVICE DESIGNATION



**2025 LEVEL OF SERVICE ANALYSIS
BONITA GRANDE RPD**

Figure 4

Road as determined by the City of Bonita Springs is outlined in the “Bonita Beach Traffic by Link” and is attached to the Appendix of this report for reference.

VII. PROJECTED LEVEL OF SERVICE AND IMPROVEMENTS

In comparing the links’ functional classification and calculated 2025 traffic volumes to the Service Volume Tables, it was determined that four (4) roadway segments within the Study Area are projected to operate at a poor Level of Service “F” in 2025 regardless if this project is approved. These links include Bonita Beach Road from I-75 to east of Bonita Grande Drive and Imperial Parkway both north and south of E. Terry Street. The remaining roadway segments within the Study Area are shown to operate at an acceptable Level of Service.

Turn lane improvements at the site access drives intersections will be evaluated at the time the project seeks a Local Development Order approval.

VIII. CONCLUSION

The proposed Bonita Grande RPD development is located at the terminus of Bonita Grande Drive just north of East Terry Street in the City of Bonita Springs, Florida. Based on the results of the Level of Service analysis, it was determined that four (4) roadway segments within the Study Area are projected to operate at a poor Level of Service “F” in 2025 regardless if this project is approved. All other roadway segments within the Study Area are shown to operate at an acceptable Level of Service both with and without the proposed development in 2025. Site specific turn lane improvements will be evaluated at the time the project seeks a Local Development Order approval.

APPENDIX

TABLES 1A, 2A & 3A

**TABLE 1A
PROJECT'S AREA OF IMPACT
BONITA GRANDE RPD**

TOTAL AM PEAK HOUR PROJECT TRAFFIC = 502 VPH IN= 126 OUT= 376
 TOTAL PM PEAK HOUR PROJECT TRAFFIC = 658 VPH IN= 415 OUT= 243

<u>ROADWAY</u>	<u>SEGMENT</u>	<u>ROADWAY CLASS</u>	<u>LOS A VOLUME</u>	<u>LOS B VOLUME</u>	<u>LOS C VOLUME</u>	<u>LOS D VOLUME</u>	<u>LOS E VOLUME</u>	<u>PERCENT</u>		
								<u>PROJECT TRAFFIC</u>	<u>PROJECT TRAFFIC</u>	<u>2% / 3% IMPACT</u>
E. Terry St	W. of Bonita Grande Dr	2LN	0	140	800	860	860	60%	249	29.0%
	W. of Imperial Pkwy	4LD	0	0	710	1,590	1,660	25%	104	6.3%
W. Terry St.	W. of Old 41	2LN	0	0	330	710	780	12%	50	6.4%
Bonita Grande Dr	S. of E. Terry St	2LN	0	0	310	660	740	40%	166	22.4%
Imperial Pkwy	N. of E. Terry St	4LD	0	250	1,840	1,960	1,960	15%	62	3.2%
	S. of E. Terry St	4LD	0	0	710	1,590	1,660	20%	83	5.0%
Old 41 Rd.	N. of W. Terry St	4LD	0	0	710	1,590	1,660	15%	62	3.8%
	S. of W. Terry St	2LU	0	0	330	710	780	3%	12	1.6%
Bonita Beach Road	E. of Bonita Grande Dr.	4LD	0	250	1,840	1,960	1,960	10%	42	2.1%
	W. of Bonita Grande Dr.	4LD	0	250	1,840	1,960	1,960	25%	104	5.3%
	W. of I-75	6LD	0	400	2,840	2,940	2,940	5%	21	0.7%

* Level of Service Thresholds were obtained from the Lee County Generalized Peak Hour Directional Service Volumes tables (April, 2016)

**TABLE 2A
CITY OF BONITA SPRINGS TRAFFIC COUNTS AND LEVEL OF SERVICE CALCULATIONS
BONITA GRANDE RPD**

Revised 5-14-2020

TOTAL PROJECT TRAFFIC PM =	658	IN=	415	OUT=	243	<u>FTE Station #</u>	<u>K-Factor</u>	<u>D-Factor</u>
						0019	0.150	0.570
						0018	0.150	0.570

<u>ROADWAY</u>	<u>SEGMENT</u>	<u>FTE</u>	<u>ANNUAL RATE¹</u>	<u>2019</u>			<u>2025</u>			<u>PERCENT</u>			
				<u>PK HR PK SEASON</u>			<u>BACKGROUND</u>			<u>PROJECT</u>	<u>PM PROJ</u>	<u>2025</u>	
				<u>VOLUME²</u>	<u>LOS</u>	<u>TRAFFIC³</u>	<u>VOLUME⁴</u>	<u>LOS</u>	<u>BCKGRND</u>				
		<u>STA #</u>								<u>TRAFFIC</u>	<u>TRAFFIC</u>	<u>VOLUME</u>	<u>LOS</u>
E. Terry St	W. of Bonita Grande Dr	1203	9.42%	352	C	N/A	604	C	60%	249		853	D
	W. of Imperial Pkwy	1211	3.22%	708	C	N/A	856	D	25%	104		960	D
W. Terry St.	W. of Old 41	1219	2.92%	590	D	N/A	701	D	12%	50		751	E
Bonita Grande Dr	S. of E. Terry St	1202	7.51%	359	D	N/A	554	D	40%	166		720	E
Imperial Pkwy	N. of E. Terry St	1227	7.55%	1,408	C	N/A	2,179	F	15%	62		2,241	F
	S. of E. Terry St	1206	6.93%	1,589	D	N/A	2,375	F	20%	83		2,458	F
Old 41 Rd.	N. of W. Terry St	1220	2.00%	540	C	N/A	608	C	15%	62		670	C
	S. of W. Terry St	1222	2.00%	563	D	N/A	634	D	3%	12		646	D
Bonita Beach Road	E. of Bonita Grande Dr.	0019	N/A	651	C	3,796	4,447	F	10%	42		4,489	F
	W. of Bonita Grande Dr.	0018	N/A	794	C	3,796	4,590	F	25%	104		4,694	F

¹ Annual Growth Rate was formulated utilizing 2019 City of Bonita Springs Traffic Count Report. Refer to Table 3A.

² The 2019 Peak Hour Peak Season Peak Direction Volumes for all other roadways were taken from the Avg. of the three (3) weekday PM Peak Hour Peak Direction counts as contained in the 2019 City of I

³ Vested traffic was calculated by using the background volumes from the "Bonita Beach Traffic By Link" worksheet provided by City of Bonita Springs staff and adjusting them by "K" and "D" factors obtainec

⁴ Was obtained by adjusting the 2019 Peak Hour Peak Season Peak Direction Volume by Annual Growth Rate. For Bonita Beach Road, the 2025 background traffic volume was obtained by adding vested tr

* Vested traffic data was only provided for Bonita Beach Road.

**TABLE 3A
ANNUAL GROWTH RATE CALCULATIONS
BASED UPON HISTORICAL AADT DATA**

<u>ROADWAY</u>	<u>SEGMENT</u>	<u>CURRENT ID#</u>	<u>BASE AADT VOLUME</u>	<u>2019 AADT VOLUME</u>	<u>YRS OF GROWTH</u>	<u>ANNUAL GROWTH RATE</u>	<u>ACTUAL GROWTH RATE</u>
E. Terry St	W. of Bonita Grande Dr	1203	4,400	6,900	5	9.42%	9.42%
	W. of Imperial Pkwy	1211	13,400	15,700	5	3.22%	3.22%
W. Terry St.	W. of Old 41	1219	11,000	12,700	5	2.92%	2.92%
Bonita Grande Dr	S. of E. Terry St	1202	5,500	7,900	5	7.51%	7.51%
Imperial Pkwy	N. of E. Terry St	1227	17,200	21,400	3	7.55%	7.55%
	S. of E. Terry St	1206	19,600	27,400	5	6.93%	6.93%
Old 41 Rd.	N. of W. Terry St	1220	25,200	19,000	4	2.00%	-6.82%
	S. of W. Terry St	1222	13,500	12,200	5	2.00%	-2.00%

* Traffic volumes were obtained from the 2019 City of Bonita Springs Traffic Count Report.

** For FTE Station #1220, the growth rate was calculated between the years 2014 and 2018.

*** In instances where the historical data indicates a reduction in traffic or insufficient data was available to calculate

a growth rate due to construction, a minimum annual growth rate of 2.0% was assumed.

SAMPLE GROWTH RATE CALCULATION

$$\text{Annual Growth Rate (AGR)} = \frac{2019 \text{ AADT}}{\text{BASE AADT}}^{(1/\text{Yrs of Growth})} - 1$$

$$\text{AGR (Old 41)} = \frac{6,900}{4,400}^{(1/5)} - 1$$

$$\text{AGR (Old 41)} = 9.42\%$$

**LEE COUNTY GENERALIZED
SERVICE VOLUMES**

**Lee County
Generalized Peak Hour Directional Service Volumes
Urbanized Areas**

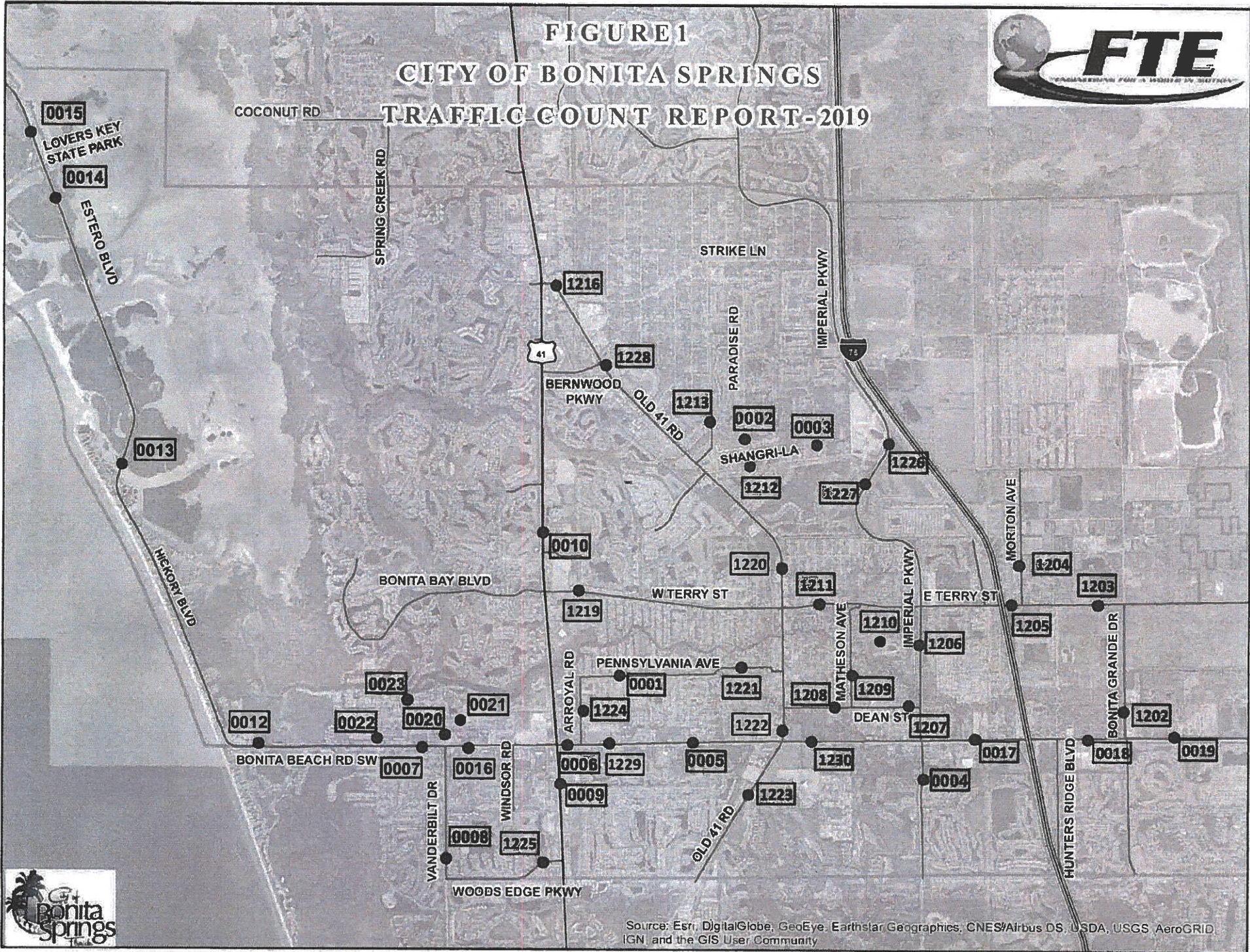
April 2016

c:\input5

Uninterrupted Flow Highway						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	130	420	850	1,210	1,640
2	Divided	1,060	1,810	2,560	3,240	3,590
3	Divided	1,600	2,720	3,840	4,860	5,380
Arterials						
Class I (40 mph or higher posted speed limit)						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	*	140	800	860	860
2	Divided	*	250	1,840	1,960	1,960
3	Divided	*	400	2,840	2,940	2,940
4	Divided	*	540	3,830	3,940	3,940
Class II (35 mph or slower posted speed limit)						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	*	*	330	710	780
2	Divided	*	*	710	1,590	1,660
3	Divided	*	*	1,150	2,450	2,500
4	Divided	*	*	1,580	3,310	3,340
Controlled Access Facilities						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	*	160	880	940	940
2	Divided	*	270	1,970	2,100	2,100
3	Divided	*	430	3,050	3,180	3,180
Collectors						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	*	*	310	660	740
1	Divided	*	*	330	700	780
2	Undivided	*	*	730	1,440	1,520
2	Divided	*	*	770	1,510	1,600
Note: the service volumes for I-75 (freeway), bicycle mode, pedestrian mode, and bus mode should be from FDOT's most current version of LOS Handbook.						

**TRAFFIC DATA FROM 2019 CITY OF
BONITA SPRINGS TRAFFIC COUNT
REPORT**

FIGURE 1 CITY OF BONITA SPRINGS TRAFFIC COUNT REPORT-2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

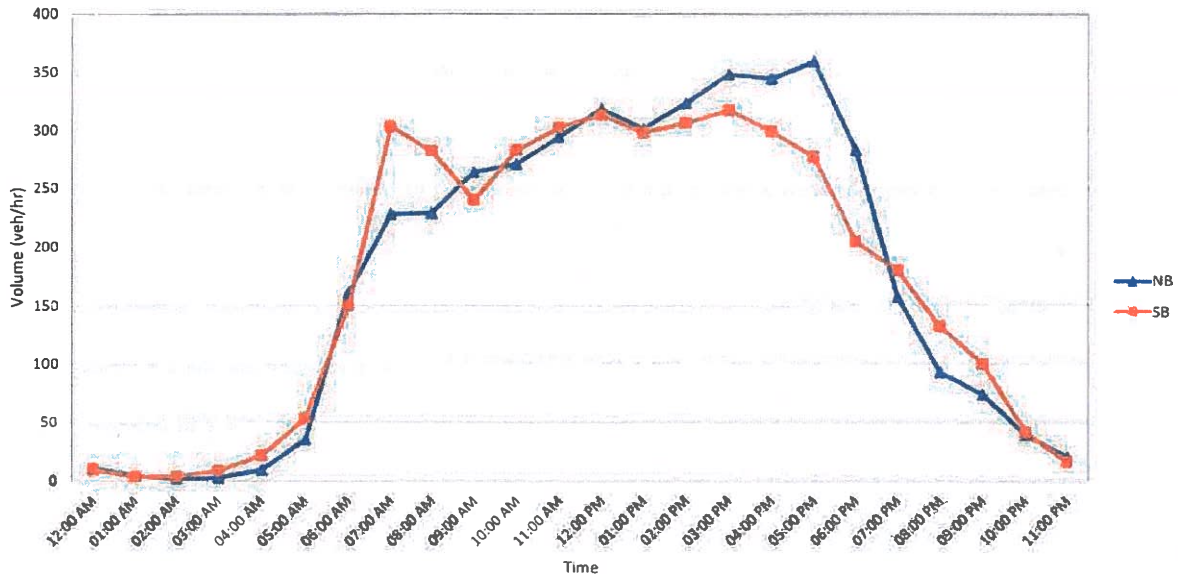
1202_Bonita Grande Dr N of Bonita Beach Rd
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday 4/2/2019		Wednesday 4/3/2019		Thursday 4/4/2019		Threeday Average	
	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	10	10	9	8	17	11	12	10
01:00 AM	8	6	2	4	4	3	5	4
02:00 AM	2	4	4	4	1	5	2	4
03:00 AM	3	10	3	9	3	8	3	9
04:00 AM	14	22	7	24	8	20	10	22
05:00 AM	36	52	28	62	43	49	36	54
06:00 AM	161	143	166	151	155	156	161	150
07:00 AM	222	311	254	295	208	304	228	303
08:00 AM	222	265	227	290	238	290	229	282
09:00 AM	285	240	242	254	265	227	264	240
10:00 AM	283	282	265	286	265	282	271	283
11:00 AM	313	322	279	270	290	315	294	302
12:00 PM	347	324	277	297	331	319	318	313
01:00 PM	285	304	314	307	305	284	301	298
02:00 PM	353	290	309	309	307	320	323	306
03:00 PM	356	344	336	285	353	322	348	317
04:00 PM	363	328	343	271	327	298	344	289
05:00 PM	348	294	323	269	405	268	359	277
06:00 PM	272	230	237	172	341	212	283	205
07:00 PM	148	187	143	142	180	211	157	180
08:00 PM	97	157	94	130	89	110	93	132
09:00 PM	77	101	68	70	78	130	74	100
10:00 PM	34	38	44	56	43	32	40	42
11:00 PM	14	13	26	19	24	18	21	17
Day Total	4253	4277	4000	3984	4280	4194	4176	4149
Combine Totals	8530		7984		8474		8325	

Threeday Average



PCF = 1.0

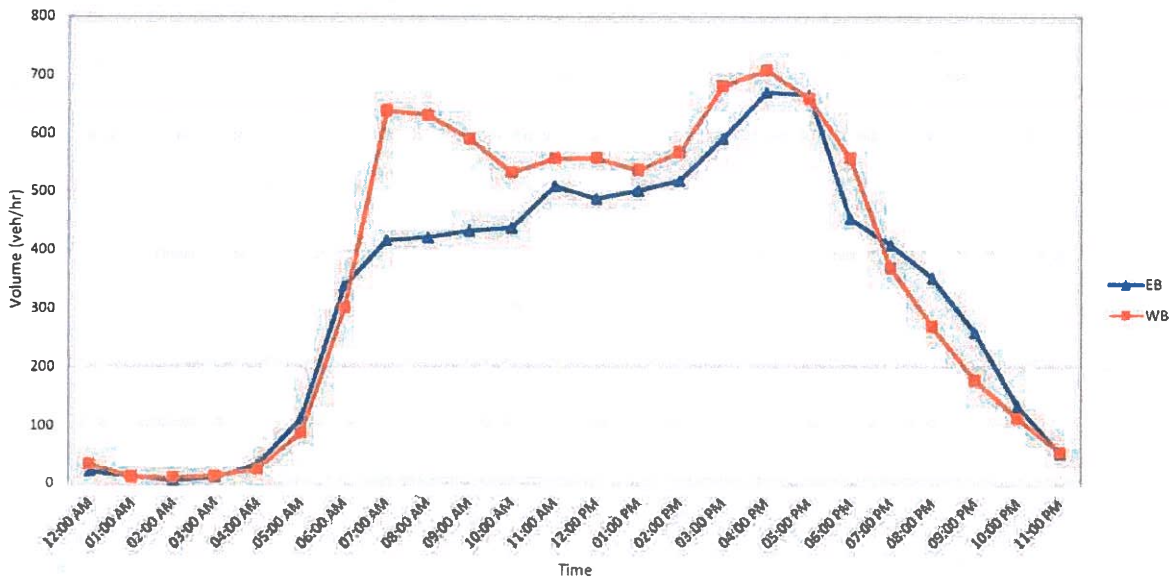
1211_E Terry St E of Old 41 Rd
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday		Wednesday		Thursday		Threeday Average	
	4/2/2019		4/3/2019		4/4/2019		EB	WB
	EB	WB	EB	WB	EB	WB		
12:00 AM	21	28	27	36	18	36	22	33
01:00 AM	11	8	17	15	11	14	13	12
02:00 AM	8	7	3	16	8	8	6	10
03:00 AM	12	10	13	15	9	13	11	13
04:00 AM	29	23	31	25	37	28	32	25
05:00 AM	108	80	112	91	114	90	111	87
06:00 AM	323	301	336	297	356	305	338	301
07:00 AM	414	615	423	680	412	620	416	638
08:00 AM	417	650	408	612	437	628	421	630
09:00 AM	432	602	441	577	423	588	432	589
10:00 AM	472	530	408	547	432	520	437	532
11:00 AM	518	587	522	552	486	529	509	556
12:00 PM	523	587	464	570	473	514	487	557
01:00 PM	541	559	459	519	502	529	501	536
02:00 PM	537	581	522	579	496	542	518	567
03:00 PM	607	683	586	702	577	659	590	661
04:00 PM	682	745	665	703	664	677	670	708
05:00 PM	646	692	668	671	684	614	666	659
06:00 PM	439	565	469	541	450	564	453	557
07:00 PM	409	380	360	371	457	357	409	369
08:00 PM	368	278	379	269	310	260	352	269
09:00 PM	273	165	244	179	260	190	259	178
10:00 PM	119	110	135	112	146	117	133	113
11:00 PM	54	50	46	50	58	64	53	55
Day Total	7963	8836	7738	8729	7820	8466	7839	8675
Combine Totals	16799		16467		16286		16514	

Threeday Average



PCF = 1.0

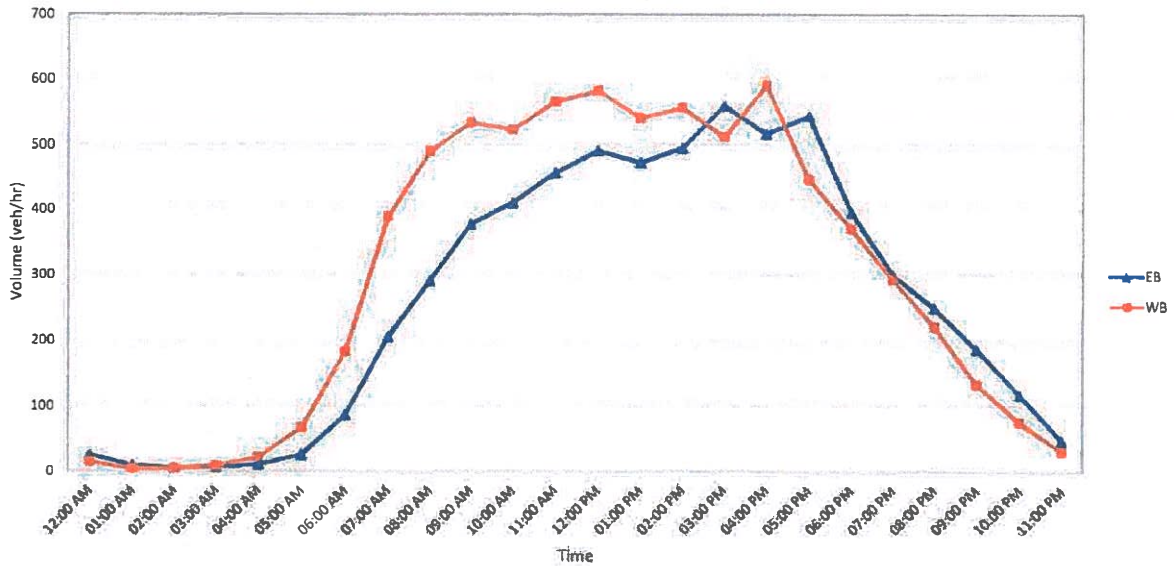
1219_W Terry St E of US 41
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday 4/2/2019		Wednesday 4/3/2019		Thursday 4/4/2019		Threeday Average	
	EB	WB	EB	WB	EB	WB	EB	WB
	12:00 AM	23	8	24	18	27	17	25
01:00 AM	3	2	10	5	13	4	9	4
02:00 AM	7	3	6	3	3	5	5	4
03:00 AM	8	8	5	6	4	11	6	8
04:00 AM	12	26	8	19	10	19	10	21
05:00 AM	25	66	22	69	28	64	25	66
06:00 AM	82	185	86	177	89	186	86	183
07:00 AM	191	403	229	399	196	365	205	389
08:00 AM	324	484	258	505	290	476	291	488
09:00 AM	387	533	376	532	369	535	377	533
10:00 AM	379	509	455	512	395	544	410	522
11:00 AM	463	567	451	569	455	558	456	565
12:00 PM	501	593	514	573	456	580	490	582
01:00 PM	481	548	455	520	480	553	472	540
02:00 PM	494	568	486	548	502	553	494	558
03:00 PM	570	498	548	496	559	538	559	511
04:00 PM	504	588	530	589	515	592	516	590
05:00 PM	571	472	523	437	536	429	543	446
06:00 PM	401	378	416	384	372	348	396	370
07:00 PM	303	309	314	293	282	278	300	293
08:00 PM	255	211	250	238	241	212	249	220
09:00 PM	190	136	174	133	193	128	186	132
10:00 PM	109	69	116	73	127	82	117	75
11:00 PM	44	32	42	31	54	27	47	30
Day Total	6327	7194	6298	7127	6196	7104	6274	7142
Combine Totals	13521		13425		13300		13416	

Threeday Average



PCF=1.0

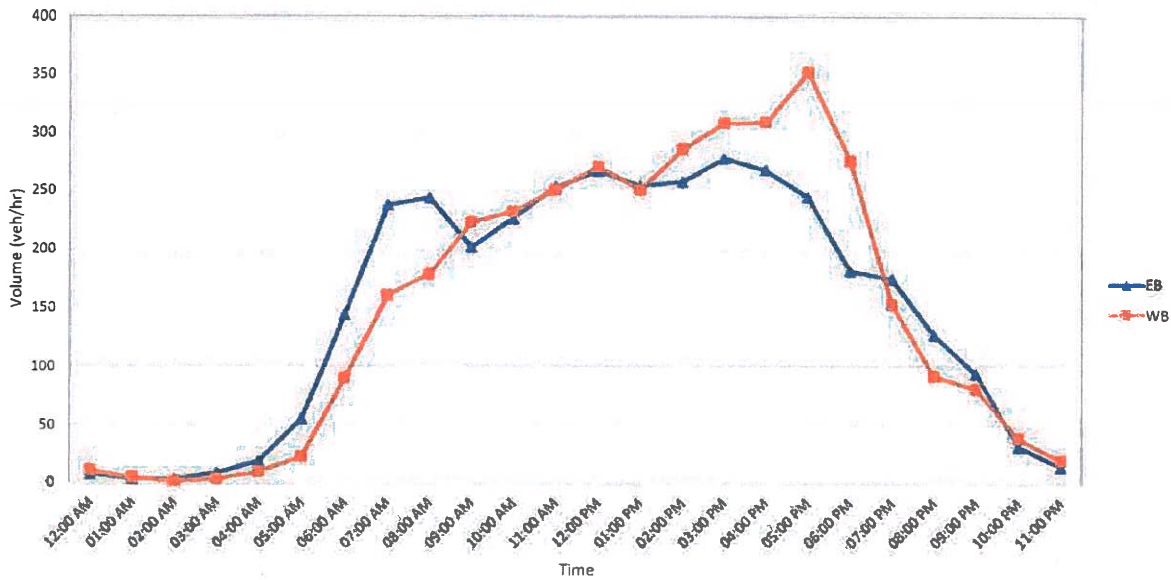
1203_E Terry St W of Bonita Grande Dr
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday		Wednesday		Thursday		Threeday Average	
	4/2/2019		4/3/2019		4/4/2019		EB	WB
	EB	WB	EB	WB	EB	WB		
12:00 AM	8	10	6	9	9	15	8	11
01:00 AM	7	7	4	2	2	6	4	5
02:00 AM	3	2	5	2	5	1	4	2
03:00 AM	11	3	9	6	7	3	9	4
04:00 AM	15	14	23	6	18	10	19	10
05:00 AM	53	22	63	25	50	21	55	23
06:00 AM	137	93	149	97	147	81	144	90
07:00 AM	235	153	237	173	241	156	238	161
08:00 AM	246	180	249	185	237	172	244	179
09:00 AM	210	241	211	209	184	218	202	223
10:00 AM	225	242	247	234	205	220	226	232
11:00 AM	272	264	238	252	253	238	254	251
12:00 PM	274	296	252	233	275	284	267	271
01:00 PM	267	239	263	265	235	250	255	251
02:00 PM	250	304	251	294	272	261	258	286
03:00 PM	290	330	275	291	269	302	278	308
04:00 PM	267	336	237	311	301	279	268	309
05:00 PM	271	348	230	319	234	388	245	352
06:00 PM	198	276	148	215	200	338	182	276
07:00 PM	188	139	128	140	210	181	175	153
08:00 PM	140	99	130	93	110	84	127	92
09:00 PM	98	78	64	58	119	106	94	81
10:00 PM	39	35	30	44	28	39	32	39
11:00 PM	10	14	19	21	17	26	15	20
Day Total	3714	3725	3468	3484	3628	3679	3603	3629
Combine Totals	7439		6952		7307		7232	

Threeday Average



PCF = 1.0

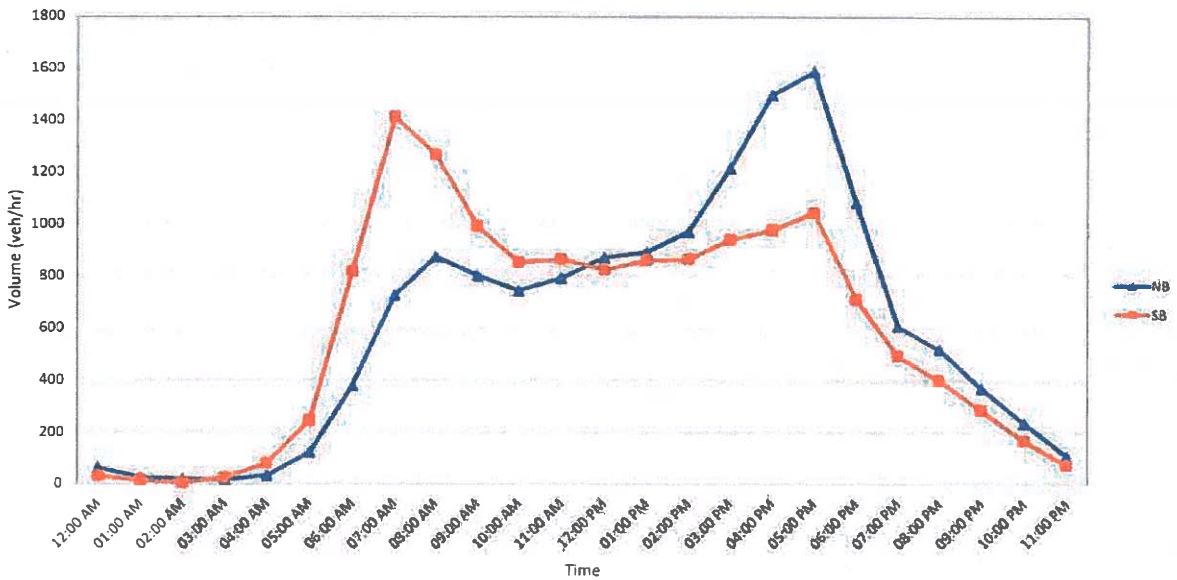
1206_Imperial Pkwy Btw Bonita Bch and E Terry
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4861

Time	Tuesday 4/2/2019		Wednesday 4/3/2019		Thursday 4/4/2019		Threeday Average	
	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	68	29	70	39	51	29	63	32
01:00 AM	26	11	30	23	25	10	27	15
02:00 AM	22	6	23	6	21	10	22	7
03:00 AM	22	33	15	25	17	18	18	25
04:00 AM	38	73	34	80	30	87	34	80
05:00 AM	114	252	124	244	127	236	122	244
06:00 AM	382	813	382	823	369	815	378	817
07:00 AM	689	1388	765	1432	724	1415	726	1412
08:00 AM	991	1325	767	1288	865	1189	874	1267
09:00 AM	891	1030	758	992	757	951	802	991
10:00 AM	745	842	744	846	742	869	744	852
11:00 AM	791	928	765	848	819	823	792	866
12:00 PM	885	808	910	856	820	812	872	825
01:00 PM	860	879	931	811	867	892	893	861
02:00 PM	1010	873	977	881	927	841	971	865
03:00 PM	1167	942	1276	960	1203	915	1215	939
04:00 PM	1511	991	1478	1035	1502	903	1497	976
05:00 PM	1500	1007	1528	1057	1739	1065	1589	1043
06:00 PM	910	704	944	748	1390	679	1081	710
07:00 PM	604	480	572	476	644	520	607	492
08:00 PM	518	415	541	415	491	371	517	400
09:00 PM	372	303	356	272	375	281	368	285
10:00 PM	224	147	254	185	230	191	236	168
11:00 PM	101	94	113	57	118	78	111	76
Day Total	14441	14373	14358	14379	14873	14000	14559	14248
Combine Totals	28814		28737		28873		28807	

Threeday Average



PCF = 1.0

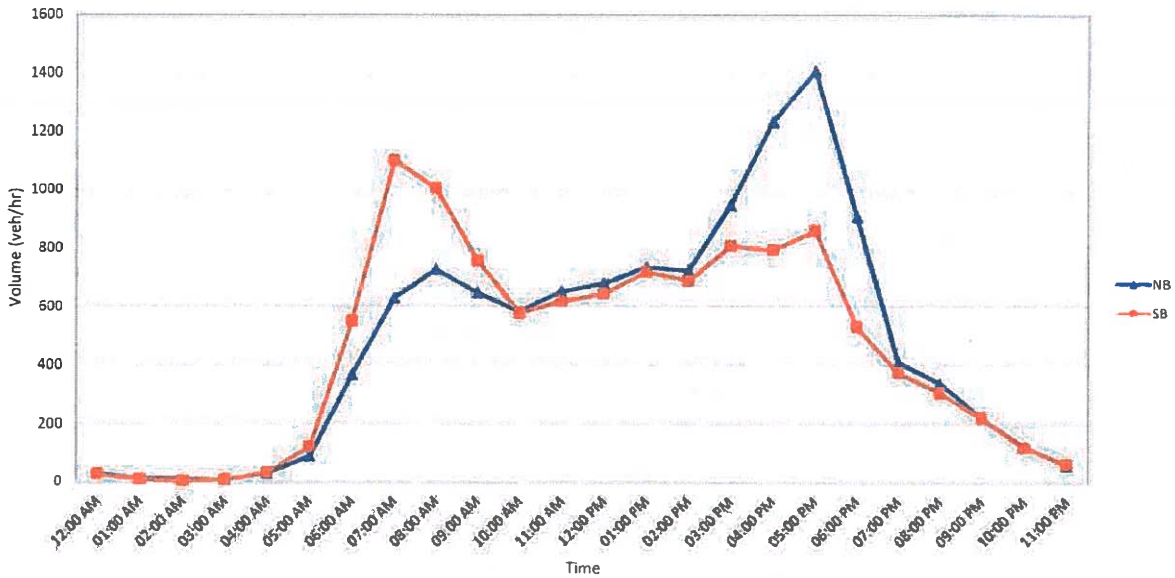
1227 Imperial Pkwy S/O Shangri-LA
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday 4/2/2019		Wednesday 4/3/2019		Thursday 4/4/2019		Threeday Average	
	NB	SB	NB	SB	NB	SB	NB	SB
	12:00 AM	40	21	28	35	26	25	31
01:00 AM	14	6	15	14	14	11	14	10
02:00 AM	11	2	11	7	12	2	11	4
03:00 AM	9	13	11	8	8	10	9	10
04:00 AM	36	30	28	34	31	37	31	34
05:00 AM	83	128	99	126	86	108	89	121
06:00 AM	377	529	370	559	352	558	366	549
07:00 AM	607	1126	621	1078	657	1095	628	1100
08:00 AM	820	1045	827	1017	732	946	726	1003
09:00 AM	732	810	611	727	598	730	647	756
10:00 AM	580	573	541	567	624	592	582	577
11:00 AM	661	643	602	584	686	627	650	618
12:00 PM	699	606	685	655	655	671	680	644
01:00 PM	706	735	760	713	738	708	735	719
02:00 PM	747	667	713	683	710	717	723	689
03:00 PM	941	790	971	843	932	791	948	808
04:00 PM	1226	793	1220	817	1251	771	1232	784
05:00 PM	1240	861	1304	867	1680	848	1408	859
06:00 PM	685	533	714	562	1322	497	907	531
07:00 PM	398	384	408	331	423	411	410	375
08:00 PM	337	322	369	311	314	287	340	307
09:00 PM	229	230	222	223	215	213	222	222
10:00 PM	109	122	135	112	132	130	125	121
11:00 PM	44	59	63	70	69	63	59	64
Day Total	11331	11028	11126	10943	12267	10848	11573	10942
Combine Totals	22359		22069		23115		22515	

Threeday Average



PCF = 1.0

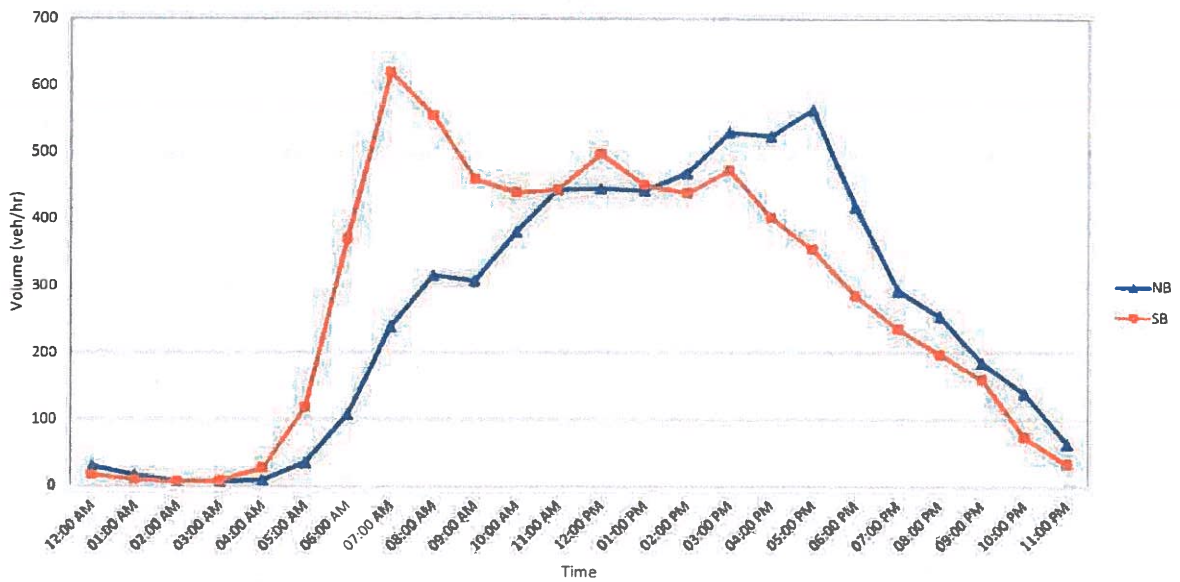
1222_Old 41 Rd N of Bonita Beach Rd
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday 4/2/2019		Wednesday 4/3/2019		Thursday 4/4/2019		Threeday Average	
	NB	SB	NB	SB	NB	SB	NB	SB
	12:00 AM	27	15	26	16	36	19	30
01:00 AM	17	9	11	11	20	9	16	10
02:00 AM	5	9	5	4	12	6	7	6
03:00 AM	5	9	6	7	10	9	7	8
04:00 AM	9	27	10	28	9	26	9	27
05:00 AM	39	116	40	120	27	116	35	117
06:00 AM	99	377	111	365	107	368	106	370
07:00 AM	234	637	240	590	241	629	238	619
08:00 AM	317	547	315	545	312	570	315	554
09:00 AM	341	452	317	479	264	445	307	459
10:00 AM	390	420	358	471	392	426	380	439
11:00 AM	429	454	434	441	466	433	443	443
12:00 PM	454	525	476	519	404	446	445	497
01:00 PM	454	458	447	441	426	452	442	450
02:00 PM	439	437	479	431	485	446	468	438
03:00 PM	528	450	515	482	545	483	529	472
04:00 PM	483	377	533	392	552	435	523	401
05:00 PM	582	357	525	361	582	345	563	354
06:00 PM	429	301	396	267	429	284	416	284
07:00 PM	287	233	307	242	281	231	292	235
08:00 PM	264	222	245	192	254	178	254	197
09:00 PM	179	225	185	119	192	137	185	160
10:00 PM	127	72	154	71	137	79	139	74
11:00 PM	57	25	56	41	79	35	64	34
Day Total	6195	6754	6191	6635	6262	6607	6215	6665
Combine Totals	12949		12826		12869		12880	

Threeday Average



PCF = 1.0

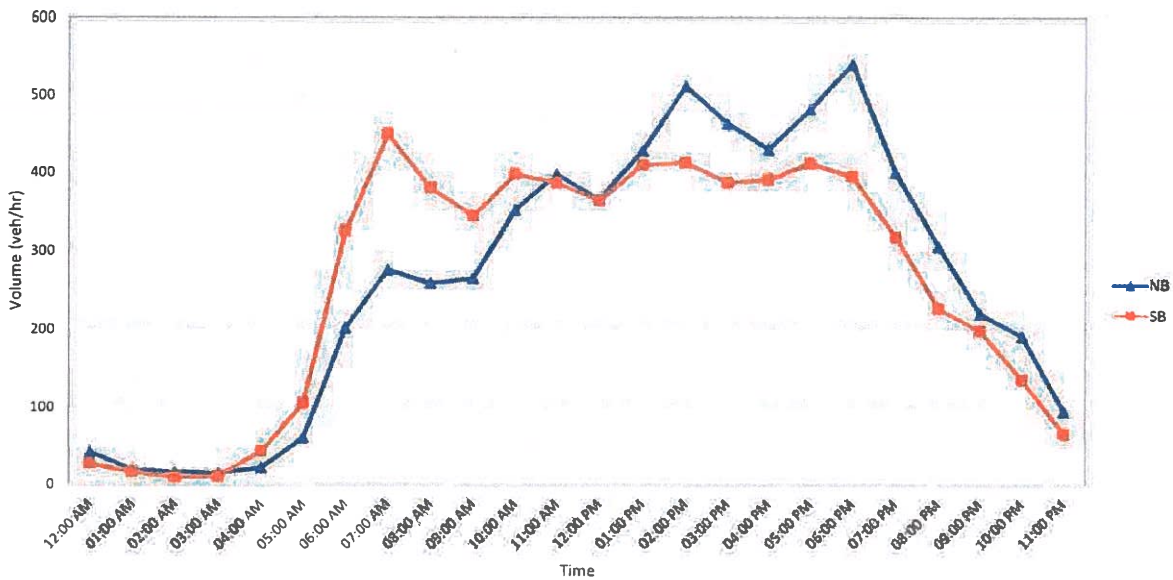
1220_Old 41 Rd N of E/W Terry St
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday 4/2/2019		Wednesday 4/3/2019		Thursday 4/4/2019		Threeday Average	
	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	34	22	43	33	49	27	42	27
01:00 AM	14	12	21	20	22	15	19	16
02:00 AM	13	7	19	10	15	10	16	9
03:00 AM	15	15	13	11	17	8	15	11
04:00 AM	19	37	24	45	22	48	22	43
05:00 AM	26	34	65	118	88	159	60	104
06:00 AM	181	297	172	292	247	385	200	325
07:00 AM	266	439	272	385	288	523	275	449
08:00 AM	313	414	166	300	296	427	258	380
09:00 AM	267	325	278	357	248	349	264	344
10:00 AM	351	411	371	410	333	372	352	398
11:00 AM	374	390	414	360	406	411	398	387
12:00 PM	388	379	354	344	352	369	365	364
01:00 PM	433	430	421	405	430	396	428	410
02:00 PM	488	405	557	417	488	418	511	413
03:00 PM	459	351	473	435	456	374	463	387
04:00 PM	427	372	464	391	398	410	438	391
05:00 PM	459	429	465	388	518	418	481	412
06:00 PM	485	452	483	374	652	359	540	395
07:00 PM	414	338	375	263	410	350	400	317
08:00 PM	308	205	334	263	275	209	306	226
09:00 PM	286	234	219	218	153	138	219	197
10:00 PM	192	141	197	114	181	147	190	134
11:00 PM	96	61	84	72	102	62	94	65
Day Total	6308	6200	6284	6025	6446	6384	6348	6204
Combine Totals	12508		12309		12830		12552	

Threeday Average



PCF = 1.0

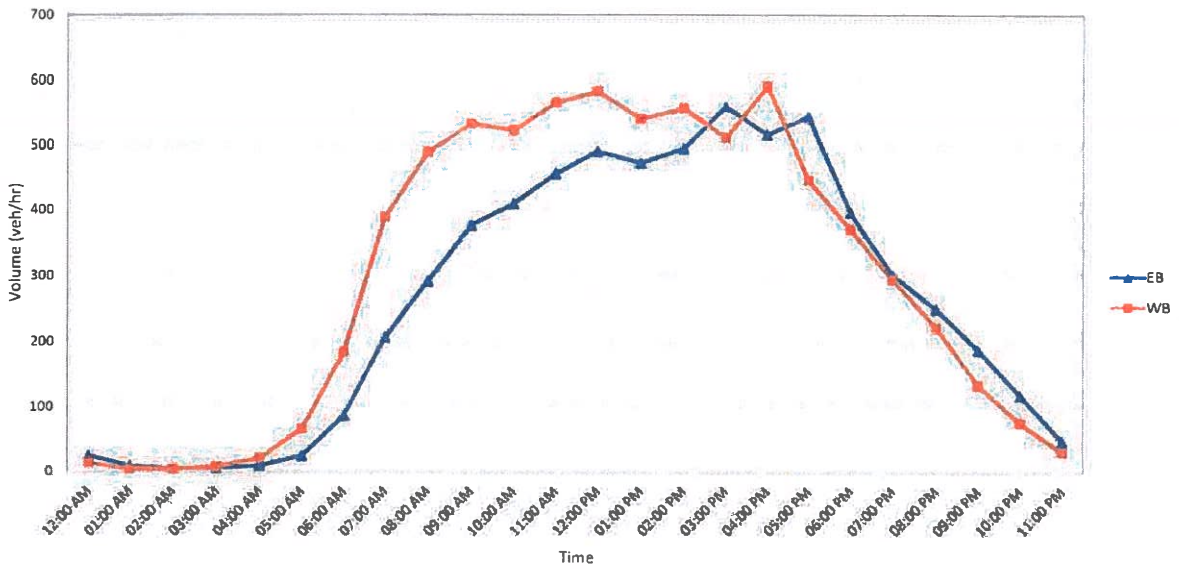
1219_W Terry St E of US 41
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday 4/2/2019		Wednesday 4/3/2019		Thursday 4/4/2019		Threeday Average	
	EB	WB	EB	WB	EB	WB	EB	WB
	12:00 AM	23	8	24	18	27	17	25
01:00 AM	3	2	10	5	13	4	9	4
02:00 AM	7	3	6	3	3	5	5	4
03:00 AM	8	8	5	6	4	11	6	8
04:00 AM	12	26	8	19	10	19	10	21
05:00 AM	25	66	22	69	28	64	25	66
06:00 AM	82	185	86	177	89	186	86	183
07:00 AM	191	403	229	399	196	365	205	389
08:00 AM	324	484	258	505	290	476	291	488
09:00 AM	387	533	376	532	369	535	377	533
10:00 AM	379	509	455	512	395	544	410	522
11:00 AM	463	567	451	569	455	558	456	565
12:00 PM	501	593	514	573	456	580	490	582
01:00 PM	481	548	455	520	480	553	472	540
02:00 PM	494	566	486	548	502	553	494	556
03:00 PM	570	498	548	496	559	538	559	511
04:00 PM	504	588	530	589	515	592	516	590
05:00 PM	571	472	523	437	536	429	543	446
06:00 PM	401	378	416	384	372	348	396	370
07:00 PM	303	309	314	293	282	278	300	293
08:00 PM	255	211	250	236	241	212	249	220
09:00 PM	190	136	174	133	193	128	186	132
10:00 PM	109	69	116	73	127	82	117	75
11:00 PM	44	32	42	31	54	27	47	30
Day Total	6327	7194	6298	7127	6196	7104	6274	7142
Combine Totals	13521		13425		13300		13416	

Threeday Average



PCF = 1.0

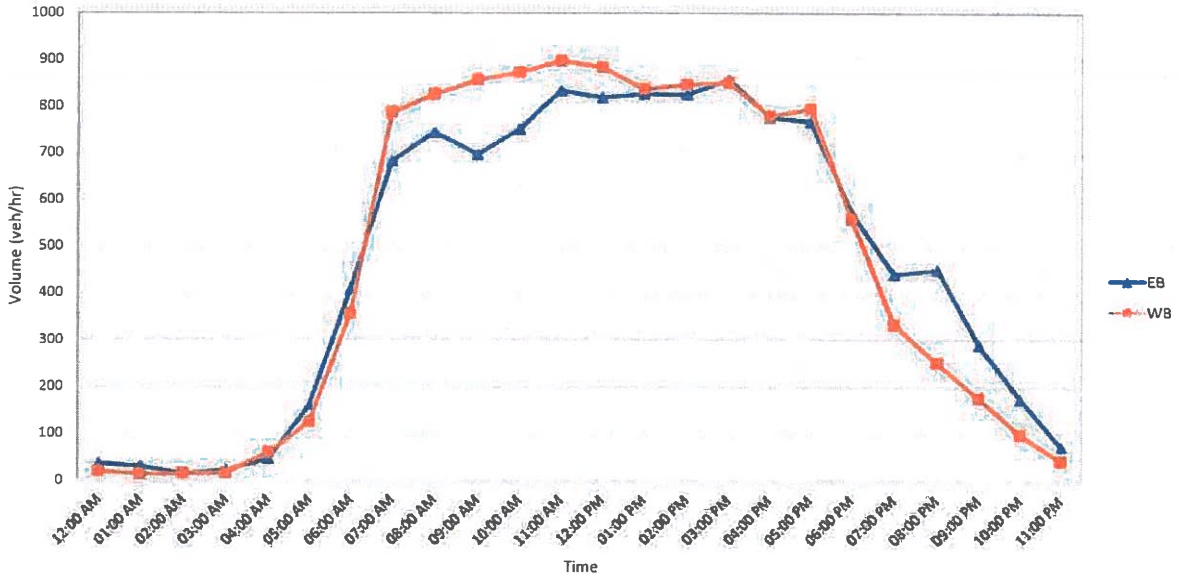
0018_Bonita Bch btw Hunters & Bonita Grande
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday 4/2/2019		Wednesday 4/3/2019		Thursday 4/4/2019		Threeday Average	
	EB	WB	EB	WB	EB	WB	EB	WB
12:00 AM	31	20	29	16	47	22	36	19
01:00 AM	32	14	28	12	26	10	29	12
02:00 AM	23	21	11	10	8	11	14	14
03:00 AM	20	13	24	18	22	14	22	15
04:00 AM	53	74	44	51	42	52	46	59
05:00 AM	168	127	152	133	162	114	161	125
06:00 AM	417	382	410	338	393	346	407	355
07:00 AM	666	775	708	791	673	788	682	785
08:00 AM	752	868	727	785	750	818	743	824
09:00 AM	664	836	723	847	701	884	696	856
10:00 AM	765	829	748	906	741	881	751	872
11:00 AM	835	905	912	935	752	851	833	897
12:00 PM	760	848	848	872	845	930	818	883
01:00 PM	847	850	816	850	816	807	826	836
02:00 PM	801	823	818	890	854	826	824	846
03:00 PM	862	790	831	902	880	858	858	850
04:00 PM	792	762	791	756	746	815	776	778
05:00 PM	808	786	750	814	743	781	767	794
06:00 PM	597	557	549	505	570	613	572	558
07:00 PM	449	352	412	310	459	335	440	332
08:00 PM	443	273	423	216	485	264	450	251
09:00 PM	289	219	272	139	305	169	289	176
10:00 PM	168	94	155	105	198	94	174	98
11:00 PM	61	38	68	34	89	57	73	43
Day Total	11303	11256	11247	11235	11307	11340	11287	11278
Combine Totals	22559		22482		22647		22565	

Threeday Average



PCF = 1.0

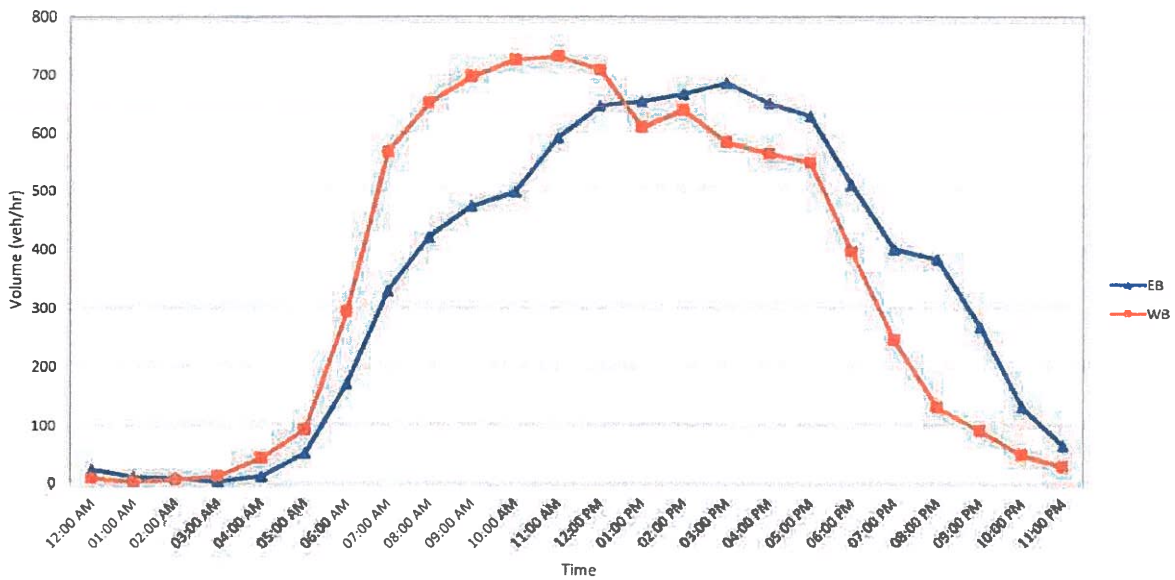
0019_Bonita Beach Rd E. of Bonita Grande Dr
Bonita Springs, FL



8250 Pascal Dr
Punta Gorda, FL
Ph# (941) 639 2818
Fax# (941) 639 4851

Time	Tuesday 4/2/2019		Wednesday 4/3/2019		Thursday 4/4/2019		Threeday Average	
	EB	WB	EB	WB	EB	WB	EB	WB
	12:00 AM	21	9	30	11	23	10	25
01:00 AM	9	0	8	4	19	8	12	4
02:00 AM	8	5	10	7	11	8	10	7
03:00 AM	4	15	4	13	4	10	4	13
04:00 AM	16	43	15	47	8	43	13	44
05:00 AM	53	81	58	101	47	96	53	93
06:00 AM	171	299	178	276	167	311	172	295
07:00 AM	343	570	324	598	324	537	330	568
08:00 AM	388	671	451	655	428	628	422	651
09:00 AM	473	693	511	700	437	699	474	697
10:00 AM	515	714	481	741	501	722	499	726
11:00 AM	648	747	551	716	577	734	592	732
12:00 PM	668	735	637	702	635	690	647	709
01:00 PM	669	610	635	605	658	616	654	610
02:00 PM	680	670	663	621	659	625	667	639
03:00 PM	698	607	710	538	649	606	686	584
04:00 PM	652	575	642	568	660	551	651	565
05:00 PM	633	539	647	564	606	544	629	549
06:00 PM	503	382	491	414	538	395	511	397
07:00 PM	395	240	375	230	432	266	401	245
08:00 PM	388	132	416	132	349	130	384	131
09:00 PM	284	107	241	65	279	101	268	91
10:00 PM	113	43	137	59	147	48	132	50
11:00 PM	51	29	64	25	83	35	66	30
Day Total	8383	8516	8279	8392	8241	8413	8302	8440
Combine Totals	16899		16671		16654		16742	

Threeday Average



PCF = 1.0

**FDOT PEAK SEASON FACTOR
REPORT FOR CITY OF BONITA
SPRINGS**

2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: DISTRICT
 CATEGORY: 1252 BONITA SPRINGS AREA

WEEK	DATES	SF	MOCF: 0.95 PSCF
1	01/01/2018 - 01/06/2018	1.00	1.05
2	01/07/2018 - 01/13/2018	1.00	1.05
3	01/14/2018 - 01/20/2018	0.99	1.04
4	01/21/2018 - 01/27/2018	0.98	1.03
* 5	01/28/2018 - 02/03/2018	0.97	1.02
* 6	02/04/2018 - 02/10/2018	0.95	1.00
* 7	02/11/2018 - 02/17/2018	0.94	0.99
* 8	02/18/2018 - 02/24/2018	0.94	0.99
* 9	02/25/2018 - 03/03/2018	0.94	0.99
*10	03/04/2018 - 03/10/2018	0.93	0.98
*11	03/11/2018 - 03/17/2018	0.93	0.98
*12	03/18/2018 - 03/24/2018	0.94	0.99
*13	03/25/2018 - 03/31/2018	0.95	1.00
*14	04/01/2018 - 04/07/2018	0.95	1.00
*15	04/08/2018 - 04/14/2018	0.96	1.01
*16	04/15/2018 - 04/21/2018	0.97	1.02
*17	04/22/2018 - 04/28/2018	0.98	1.03
18	04/29/2018 - 05/05/2018	1.00	1.05
19	05/06/2018 - 05/12/2018	1.01	1.06
20	05/13/2018 - 05/19/2018	1.02	1.07
21	05/20/2018 - 05/26/2018	1.03	1.08
22	05/27/2018 - 06/02/2018	1.03	1.08
23	06/03/2018 - 06/09/2018	1.04	1.09
24	06/10/2018 - 06/16/2018	1.04	1.09
25	06/17/2018 - 06/23/2018	1.05	1.11
26	06/24/2018 - 06/30/2018	1.05	1.11
27	07/01/2018 - 07/07/2018	1.06	1.12
28	07/08/2018 - 07/14/2018	1.06	1.12
29	07/15/2018 - 07/21/2018	1.07	1.13
30	07/22/2018 - 07/28/2018	1.06	1.12
31	07/29/2018 - 08/04/2018	1.05	1.11
32	08/05/2018 - 08/11/2018	1.04	1.09
33	08/12/2018 - 08/18/2018	1.03	1.08
34	08/19/2018 - 08/25/2018	1.04	1.09
35	08/26/2018 - 09/01/2018	1.04	1.09
36	09/02/2018 - 09/08/2018	1.05	1.11
37	09/09/2018 - 09/15/2018	1.05	1.11
38	09/16/2018 - 09/22/2018	1.04	1.09
39	09/23/2018 - 09/29/2018	1.03	1.08
40	09/30/2018 - 10/06/2018	1.02	1.07
41	10/07/2018 - 10/13/2018	1.01	1.06
42	10/14/2018 - 10/20/2018	1.00	1.05
43	10/21/2018 - 10/27/2018	1.00	1.05
44	10/28/2018 - 11/03/2018	1.00	1.05
45	11/04/2018 - 11/10/2018	1.00	1.05
46	11/11/2018 - 11/17/2018	1.00	1.05
47	11/18/2018 - 11/24/2018	1.00	1.05
48	11/25/2018 - 12/01/2018	1.00	1.05
49	12/02/2018 - 12/08/2018	1.00	1.05
50	12/09/2018 - 12/15/2018	1.00	1.05
51	12/16/2018 - 12/22/2018	1.00	1.05
52	12/23/2018 - 12/29/2018	0.99	1.04
53	12/30/2018 - 12/31/2018	0.99	1.04

* PEAK SEASON

26-FEB-2019 18:31:28

830UPD

1_1252_PKSEASON.TXT

**VESTED BONITA BEACH ROAD
TRAFFIC BY LINK
PROVIDED BY THE CITY OF BONITA
SPRINGS**

BONITA BEACH ROAD TRAFFIC BY LINK

LINK	AVERAGE SEASONAL*	AADT	BACKGROUND	TOTAL
I-75 to East of Bonita Grand		9500	44400	53900
IMPERIAL TO I-75		37500	28300	50330
US 41 TO IMPERIAL		35000	11930	46930
VANDERBILT TO US 41	33585	25205	8350	41935*

Notes:

Seasonal* is the months of Jan, Feb, Mar.

Seasonal information is used when available.

Background is from approved development orders or agreements.

Link assignment is based on direct access and historic trends.

*FDOT Cent Station
right across street -
needs to be adjusted*

TRIP GENERATION EQUATIONS

Single-Family Detached Housing (210)

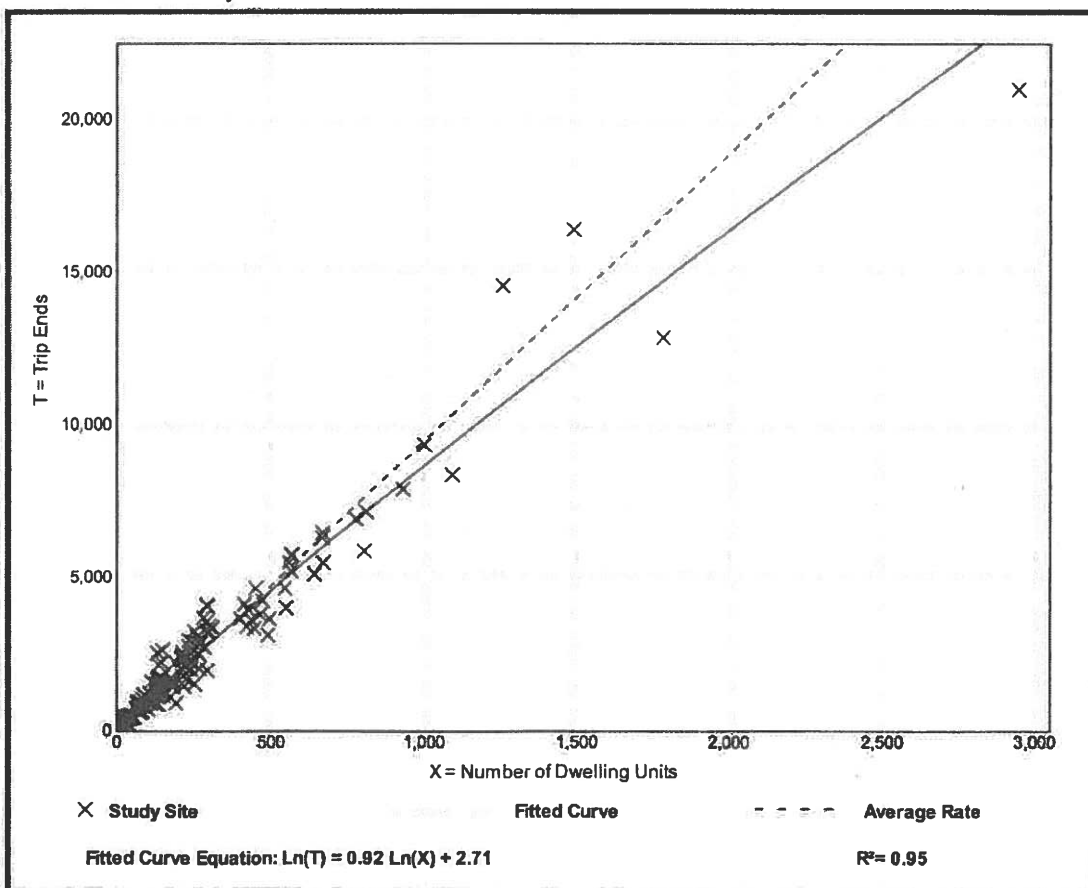
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 159
Avg. Num. of Dwelling Units: 264
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.44	4.81 - 19.39	2.10

Data Plot and Equation



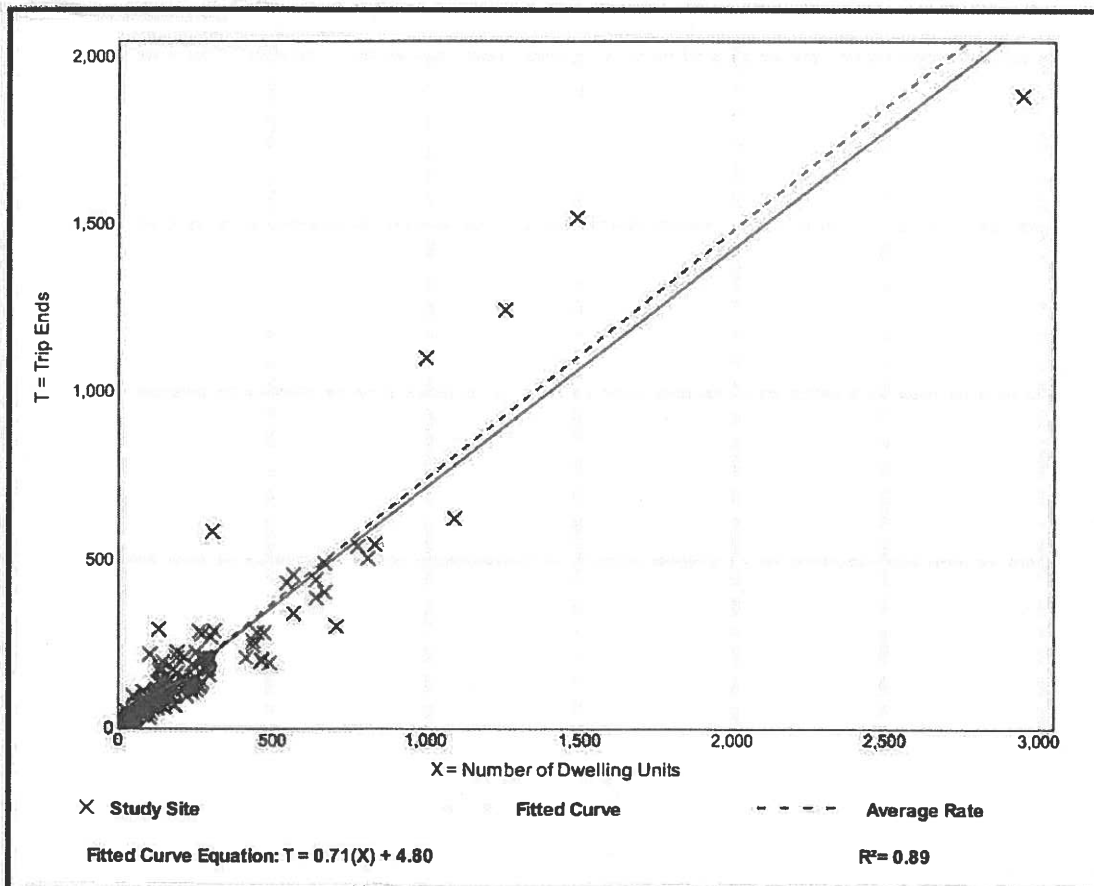
Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 173
 Avg. Num. of Dwelling Units: 219
 Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.74	0.33 - 2.27	0.27

Data Plot and Equation



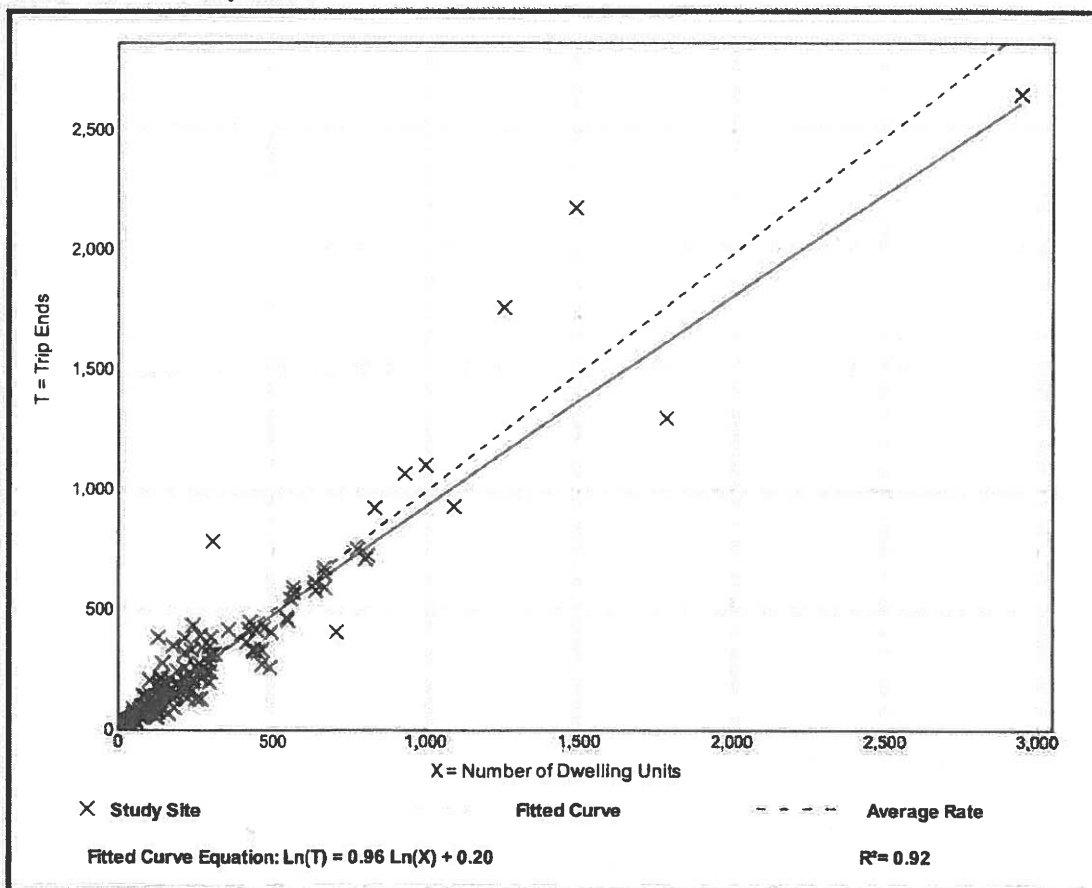
Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 190
 Avg. Num. of Dwelling Units: 242
 Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.99	0.44 - 2.98	0.31

Data Plot and Equation



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Bonita Grande
Residential Planned Development
Schedule of Uses
Exhibit IV-G

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

Residential

- ACCESSORY USES AND STRUCTURES
- AGRICULTURAL USES AND AGRICULTURAL ACCESSORY USES, Existing Only
- BOAT DOCKS
- DWELLING UNITS:
 - SINGLE-FAMILY
 - TWO FAMILY ATTACHED
 - TOWNHOUSE
 - MULTI-FAMILY
 - ZERO-LOT LINE
- ENTRANCE GATES AND GATEHOUSE
- ESSENTIAL SERVICES
- ESSENTIAL SERVICE FACILITIES - GROUP I ONLY
- EXCAVATION:
 - WATER RETENTION
 - MINING (EXISTING ONLY)
- FENCES, WALLS
- HOME OCCUPATION
- MODELS:
 - MODEL DISPLAY CENTER/SALES CENTER
 - MODEL HOME
 - MODEL UNIT
- MULTI-SLIP DOCKING FACILITY
- PARK, GROUP I
- PARKING LOT, ACCESSORY - TO A MODEL DISPLAY CENTER, MODEL HOME OR MODEL UNIT ONLY
- REAL ESTATE SALES
- RECREATIONAL FACILITIES, PERSONAL, COMMUNITY, PRIVATE
- RESIDENTIAL ACCESSORY USES AND STRUCTURES
- SIGNS IN ACCORDANCE WITH LAND DEVELOPMENT CODE
- TEMPORARY USES, INCLUDING TEMPORARY SALES OFFICE, TEMPORARY CONSTRUCTION OFFICE, TEMPORARY CONSTRUCTION-RELATED STORAGE, TEMPORARY AMENITY STRUCTURES

Amenity Areas

- ACCESSORY USES AND STRUCTURES
- ADMINISTRATIVE OFFICES
- BOAT RAMPS AND DOCKAGE, NOT MARINA

BOAT RENTAL
COMMUNICATION FACILITY, WIRELESS
CONSUMPTION ON PREMISES
CLUBS, CLUBHOUSE - PRIVATE
ESSENTIAL SERVICES
ESSENTIAL SERVICE FACILITIES - GROUP I ONLY
EXCAVATION, WATER RETENTION
FENCES, WALLS
FISHING PIERS
FOOD AND BEVERAGE SERVICES, LIMITED TO USE OF A CLUB
HEALTH CLUB OR SPA, LIMITED TO USE OF A CLUB
MARINA
MODEL DISPLAY CENTER
MULTI-SLIP DOCKING FACILITY
PARKING LOT, ACCESSORY
PERSONAL SERVICES - GROUPS I & II
REAL ESTATE SALES
RECREATIONAL FACILITIES, PRIVATE ON SITE, COMMUNITY
RESTAURANTS, GROUPS I, II, & III
SIGNS IN ACCORDANCE WITH LAND DEVELOPMENT CODE
SPECIALTY RETAIL SHOPS, GROUPS I & II
STORAGE, INDOORS
TEMPORARY USES - TEMPORARY SALES, TEMPORARY CONSTRUCTION, TEMPORARY
CONSTRUCTION OFFICE, TEMPORARY CONSTRUCTION-RELATED STORAGE

Lake Park Area (Subject to Joint Use Agreement)

ACCESSORY USES AND STRUCTURES
ENTRANCE GATES AND GATEHOUSE
ESSENTIAL SERVICES
ESSENTIAL SERVICE FACILITIES - GROUP I ONLY
EXCAVATION, WATER RETENTION
FENCES, WALLS
PARKS:
 GROUP I – LIMITED TO FISHING PIERS, NATURE/WILDLIFE PRESERVES AND PASSIVE
 RECREATIONAL USES & EDUCATIONAL ACTIVITIES LIMITED TO HIKING, NATURE TRAILS
 AND SIMILAR ACTIVITIES REQUIRING FEW OR ON-SITE FACILITIES
 GROUP II – LIMITED TO BOAT RAMPS (KAYAKS/CANOES ONLY) AND NATURE CENTER
PARKING LOT, ACCESSORY TO PARK USE
RECREATIONAL FACILITIES, COMMERCIAL GROUP III – LIMITED TO PASSIVE RECREATIONAL USE
& EDUCATIONAL ACTIVITIES LIMITED TO HIKING, NATURE TRAILS AND SIMILAR ACTIVITIES
REQUIRING FEW OR ON-SITE FACILITIES
SIGNS IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE

Bonita Grande**Residential Planned Development**
Schedule of Deviations & Justifications
REVISED June 5, 2020
Exhibit IV-HRECEIVED
CITY OF BONITA SPRINGS
JUN 05 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

1. Deviation from LDC 3-331(d)(3)(a) which requires stormwater retention/detention lakes to have a maximum depth of 20' below control elevation to allow for a maximum depth of 90' for the existing mining lakes.

Justification: The property is currently utilized as an active limerock mining operation which has resulted in excavation occurring on the property to a maximum depth of 90 feet. This deviation is sought only for the mine lakes that are created by the active mining operation. This deviation is not applicable to any new non-mine lakes excavated for purposes of providing stormwater management. This deviation will permit the mine lakes to remain which will enhance the planned development by provided large open waterbodies as a visual amenity for the residents. The mine lakes will be reclaimed in accordance with FDEP permit.

2. Deviation from LDC 3-331(d)(4) which requires a 4:1 (H:V) maximum slope between the top of bank and 6 feet below average wet season water to allow for placement of riprap on in accordance with LDC 7-385(d) and MCP typical section, and / or installation of a seawall that can replace the 4:1 slope in accordance with LDC 7-385(a) and MCP typical section.

Justification: This deviation applies to the lake bank slopes of the mining lakes associated with the Bonita Grande Mine Industrial Planned Development. The three large existing mining lakes are the result of the historical and ongoing mining activities.

In order to achieve the lake bank slopes required by LDC Section 3-331(d)(4), additional excavation of the mining lakes slopes will be completed to a depth of six feet below the average wet season water table, with a 4:1 slope being excavated landward to a top of bank elevation. The addition of riprap or seawall as requested by this deviation would allow for the 4:1 slope to be protected adjacent to the proposed development area. Without the requested deviation, the 4:1 slope mine lake slope would be susceptible to erosion and destabilization from wind driven wave activity over the large mine lake area and could pose a potential threat to the health, safety, and welfare of future property owners along the slopes of the mine lakes. By providing the ability to better stabilize the mine lake banks during hurricanes or large storm events, the mine lakes will be enhanced for stability as part of the proposed planned development.

3. Deviation from LDC 3-331(d)(1)a. which requires an excavation to have a setback of 50 feet from an existing street right of way or easement for a collector and/or private property line to allow 25 feet from a collector and/or private property line.

Justification: The approved and ongoing use of the property as a limerock mine has create unique site conditions and geometry for the redevelopment of the property. In many locations where the requested deviation occurs it is between the existing mining lakes, necessary roadway and residential lots and proposed roadway extensions or private property. The limited amount of remaining upland area for redevelopment requires relief from these excavation setbacks to appropriately design and develop a residential subdivision consistent with other provisions of the City's land development code.

This deviation is requested to permit a reduced setback from the proposed non-mining lakes to a proposed road right of way line which will allow the proposed extension of the existing Bonita Grande Drive to occur with the proposed redevelopment.

Additionally, the proposed development areas remaining between the necessary on-site infrastructure and external property boundaries is limited and a 50ft setback for non-mining (stormwater management) lakes is not an efficient use of limited upland development area.

The requested deviations will enhance the planned development by promoting stormwater management on a constricted site and will not impact public health safety and welfare.

4. Deviation from LDC 3-417(b)(6)(a) which requires a minimum 30-foot setback from all preserve areas for primary buildings and accessory structures to allow a 25-foot setback from a preserve and a structure.

Justification: The existing preserves on the subject property are under conservation easement and the proposed RPD does not propose to alter these boundaries or easements. However, due to the existing disturbed nature of the property and the unique configuration of the areas to be redeveloped, many of the proposed development areas adjacent to existing preserves have less than 30 feet separation. The applicant will provide 25 feet of structural buffer (landscaping details determined as part of the development order process) adjacent to the existing wetland conservation easement, further enhancing the existing wetlands, and meeting the intent of this provision.

5. Deviation from LDC 3-392(c)(1) and (9) which requires design and construction of looped water mains at a maximum distance of 1,500 ft to allow for a maximum looped distance of 9,000 ft.

Justification: The intent of this section of the LDC is to ensure necessary fire flows are available to each individual home within the final constructed development. The design of the development will still be required to demonstrate that it meets or exceeds the minimum fire flows required by NFPA 1, Section 18.4.5.1.1 as applicable through methods commonly include in standard engineering practice.

The requested extended loop distance is a direct result of the location of the existing mining lakes. To reduce this distance the over 90 ft max deep mining lakes would have to be backfilled and compacted to support residential development, which is not feasible. The applicant agrees that as part of this deviation request a condition of approval should be provided that requires a demonstration of fire flows to the farthest reaches of the system as the time of Development. As a result, an additional Administrative Deviation will not be necessary. The requested extension of the looped system will continue to protect the public health, safety and welfare by achieving the required minimum fire flows.

6. Withdrawn.
7. Withdrawn.
8. Deviation from LDC 303(b)(i)(d) which requires a minimum bike lane width of seven feet and a minimum sidewalk width of 8 feet on both sides of the right of way to allow a single two-way multiuse path located on one side of Bonita Grande Drive as depicted in cross section N and O of the MCP.
9. Deviation from LDC 3-303(b)(iii)(d) which requires dedicated on-street separate 5-foot wide bike lanes and 6' wide sidewalks on both sides of the street or a minimum 11-foot wide multi-use path to allow no bike lane and a 6 foot wide sidewalk on one side of road as depicted in cross sections C and D of the MCP.

Justification:

These deviation requests reflect the reduced demand for pedestrian and bike facilities for the very low-density residential subdivision proposed. The internal roadways and Bonita Grande Drive have reduced right-of-way widths compared to the requirements of the LDC in an effort to utilize the unique configuration of the remaining lands

surrounding the existing mining lakes. The reduced width also minimizes impervious areas and stormwater runoff in an impaired stormwater basin.

The other priority elements of the travel lane dimensions, planting strips, furnishing zones, etc for the various roadways are provided by the proposed cross sections. As a result, the proposed cross sections continue to meet the intent of the City's Land Development Code by supporting methods of alternative transportation and maintain public health safety and welfare by promoting standard design practices in constrained right-of-way environments.

10. Deviation from LDC 3-302(g) which limits curb and gutter types to only those specified by FDOT to allow for a traversable, 2-foot wide, concrete valley gutter as depicted in typical sections C, D, M, N and O of the MCP.

Justification: The requested deviation is to allow for valley gutter on a privately maintained road that will be installed in areas fronting the proposed lots to allow for access without having to remove part of the curbs in order to locate driveways and will function in a manner that is no different from the other FDOT curb types, will allow for the urban typical sections to be constructed and operated in a manner consistent with the LDC, and will continue to protect the public health, safety and welfare.

11. Deviation from LDC Section 6-146(a)(1) which requires off-site, non-illuminating directional signs to be permitted along arterial and collector streets within 500 of the nearest intersection involving a turning movement to locate the development to allow an off-site sign at the intersection of Bonita Beach Road and Bonita Grande Drive; either in the right of way or Northwest quadrant of the intersection. This is in addition to an allowed off-site sign at the intersection of E Terry Street and Bonita Grande Drive, either in the right of way or Northwest quadrant of the intersection.

Justification: The subject property is located at the terminus of the existing Bonita Grande Drive. As part of the Residential Planned Development application, the applicant is proposing to improve and widen portions of existing Bonita Grande Drive. The main entry to the proposed residential subdivision is approximately 1 ½ miles to the intersection with East Terry Street and 2 ½ miles to the intersection with Bonita Beach Road. The applicant requests a deviation from the off-site directional signage requirements to permit an additional off-site signage (signage is allowed at E Terry Street / Bonita Grande Drive) to be located at Bonita Beach Road / Bonita Grande Drive, where the largest vehicular traffic is expected to travel to reach the proposed residential subdivision and the proposed Lake Park. The added signage will meet the requirements for a single off-site signage regarding setbacks, size, illumination and copy area. The request will enhance the planned development by accommodating the traveling public by creating identifiable directions / locations for the proposed obscure

residential subdivision and public park. In turn, this request will promote convenience, safety, and property values.

12. Deviation from 6-112(2)b. which permits one additional permanent wall or monument sign for identification purposes for a property boundary that exceeds 2,000 feet in length to allow additional permanent wall or monument signs as depicted on MCP.

Justification: The proposed residential subdivision includes two project entry points and has a western boundary over 10,000 feet in length. The requested deviation would permit on-site signs as depicted on MCP to provide direction to future residents and guests consistent with the intent of the City's land development code and addressing the overall size of the subject property. The signage will be meet the remainder of the requirements for monument and identification signs regarding setbacks, size of sign face, height and copy area maintaining the public, health, safety and welfare protected by this section of the LDC. The request will also enhance the planned development by accommodating the traveling public, residents and guests that are seeking the residential subdivision and proposed Lake Park.

13. Deviation from LDC 3-438(b)(2) which requires the developer to provide a bus stop to allow no bus stop.

Justification: The subject property is located at the current terminus of Bonita Grande Drive. The proposed residential development includes the extension of this roadway to the proposed entry of the subdivision with easement rights granted to the City for access to the proposed Lake Park. The current Lee Tran route 150 terminates at the intersection of Bonita Beach Road and Bonita Grande Drive. From the current terminus of Bonita Grande Drive to the intersection with Bonita Beach Road is over 2 miles. The 700 dwelling units proposed by the residential planned development with the existing dwelling units in the area, will not be enough to warrant a change in the existing bus route. A bus stop should not be required when there is a lack of a bus ridership.

14. Deviation from LDC 3-331(d)(4) which requires a 2:1 maximum slope from 6 feet below the average wet season water table to the excavation bottom to allow for a vertical maximum slope from 6 feet below the average wet season water table to the lake excavation bottom for Mining Lakes only.

Justification: The project's mining lakes are a result of draglines excavating lime rock material to depths up to maximum 90' below water surface. At these depths, the angle of repose for the lake slopes consisting of lime rock material can be up to vertical maximum. The LDC Sec 3-331(d)(4) generally applies to typical stormwater lake excavations to shallower depths that incur non-rock material that requires the 2:1 slope

to stabilize. The mine lakes will still have the required 4:1 slope to 6 feet below average wet season water table for public safety.

15. Deviation from LDC 4-1892(7) which permits a 3.5 foot encroachment into a side yard setback when a 7.5 foot side yard setback is provided to permit more than a 3.5 foot encroachment with a 5 foot side yard setback.




Justification: A 5ft side yard setback is standard industry setback for a single family residential lot. Industry practice is to maintain 6 to 12 inches of separation for house foundation and mechanical equipment pads. For context, generators that run on natural gas must provide a greater separation based on Florida Building Code and the minimum width required for a concrete pad to contain pool equipment is 40 inches with a pool heater; thus the required code separation cannot be met for industry standard side yard setbacks of 5ft.

To address potential concerns the applicant proposes to maintain a 1 ft minimum side yard setback and 10 foot minimum separation (front to back) between mechanical equipment pads on adjacent houses to allow for a meandering side yard drainage flow and associated maintenance. A Homeowners Association will be enacted for the residential community; which will be responsible for maintaining landscaping, irrigation and drainage on the individual single family lots. This mechanism will ensure the HOA will be able to maintain proper drainage and there will be no negative impacts to the future community.



At the time of building permit, a site and drainage plans may be submitted to show the location of mechanical equipment on the property and adjacent properties with full measurements to demonstrate compliance with this condition for properties that desire the reduced setback.

Bonita Grande Residential Planned Development
 Schedule of Deviations & Justifications
 Exhibit IV-H
 June 5, 2020
 Page 7 of 7

DEVELOPMENT REGULATIONS

	SINGLE FAMILY	TWO FAMILY ATTACHED	DUPLEX	ZERO LOT LINE	MULTI FAMILY	TOWNHOUSE	AMENITY CENTER
MINIMUM LOT WIDTH:	40 FEET	20 FEET ¹	60 FEET ²	50 FEET	100 FEET	20 FEET ¹	100 FEET
MINIMUM LOT DEPTH:	100 FEET	100 FEET	100 FEET	100 FEET	100 FEET	100 FEET	100 FEET
MINIMUM LOT AREA:	5,000 S.F.	2,000 S.F. ¹	6,000 S.F.	5,000 S.F.	10,000 S.F.	3,500 S.F. ¹	10,000 S.F.
MAXIMUM BUILDING HEIGHT:	3 STORIES ³	3 STORIES ³	3 STORIES ³	3 STORIES ³	7 STORIES ⁴	3 STORIES ⁴	3 STORIES ⁵
MAXIMUM LOT COVERAGE:	60 PERCENT	65 PERCENT	50 PERCENT	60 PERCENT	45 PERCENT	60 PERCENT	45 PERCENT
MINIMUM SETBACKS:							
 PUBLIC STREET:	20 FEET ⁷	20 FEET ⁷	20 FEET ⁷	20 FEET ⁷	20 FEET ⁹	20 FEET ⁹	25 FEET ⁸
 PRIVATE STREET:	15 FEET ^{7, 14}	15 FEET ^{7, 14}	15 FEET ^{7, 14}	15 FEET ^{7, 14}	15 FEET ^{9, 14}	15 FEET ⁹	10 FEET ⁸
 SIDE YARD:	2 FEET ^{9, 15}	0/10 FEET ^{9, 10, 15}	5 FEET ^{9, 10}	0 FEET ^{9, 19, 15}	10 FEET ^{9, 15}	0/10 FEET ^{9, 10, 11, 15}	10 FEET
REAR YARD:	10 FEET ⁸	10 FEET ⁹	10 FEET ⁹	10 FEET ⁹	10 FEET ⁹	20 FEET ⁹	10 FEET
WATER BODY:	20 FEET	20 FEET	20 FEET	20 FEET	20 FEET	20 FEET	0/20 FEET ¹¹
MINIMUM BUILDING SEPARATION:	10 FEET	10 FEET	10 FEET	10 FEET	20 FEET ¹²	20 FEET ¹²	20 FEET ¹²
MINIMUM FLOOR AREA:	900 S.F.	900 S.F.	900 S.F.	900 S.F.	750 S.F.	750 S.F.	700 S.F. ¹³

¹PER UNIT
²90 FEET PER UNIT
³45 FEET
⁴60 FEET PER POLICY 1.1.10.1 OF BONITA SPRINGS COMPREHENSIVE PLAN
⁵60 FEET - EXCEPT CLOCK TOWERS OF SIMILAR ARCHITECTURAL FEATURES THAT ARE PERMITTED UP TO 75'
⁶SETBACK IS MEASURED FROM EDGE OF PAVEMENT
⁷SETBACK SHALL BE REDUCED TO 7.5' FOR SIDE ENTRY GARAGES, FRONT PORCHES, AND COMBINATION FRONT PORCH/FRONT ENTRY GARAGES
⁸SET BACK IS MEASURED FROM EDGE OF PAVEMENT OF ROAD SERVICES THE UNIT/BUILDING
⁹ACCESSORY STRUCTURES SETBACK MAY BE REDUCED TO ZERO FEET FOR SIDE AND REAR YARDS

¹⁰SIDE YARD SET BACKS SHALL BE A MINIMUM OF ZERO (0') WITH A TEN (10') SEPARATION BETWEEN PRINCIPLE STRUCTURES WHERE NOT ATTACHED
¹¹SETBACK FROM A LAKE FOR ALL PRINCIPLE AND ACCESSORY USES MAY BE ZERO FEET (0') PROVIDE ARCHITECTURAL BACK TREATMENT WHEN ATTACHED TO A COMMON WALL
¹²TWENTY-FIVE FEET OF SEPARATION REQUIRED BY LOCAL FIRE CODE
¹³SEVEN HUNDRED (700) GROSS SQUARE FEET FLOOR AREA ON THE GROUND FLOOR
 ¹⁴ACCESSORY STRUCTURE ARE PERMITTED IN FRONT YARDS OF MODEL HOMES AND THE SETBACK MAY BE REDUCED TO FIVE FEET
 ¹⁵MECHANICAL EQUIPMENT MAY ENCRoACH MORE THAN 3.5 FEET INTO THE SIDE YARD AS LONG AS ADEQUATE DRAINAGE CAN BE MAINTAINED IF THE ENCRoACHMENT IS GREATER THAN 3.5 FEET, MECHANICAL EQUIPMENT ON ADJACENT LOTS MUST BE SEPERATED BY 10 FEET, FRONT TO REAR.

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

Attn:
MORRIS DEPEW ASSOC
2914 CLEVELAND AVE
FORT MYERS, FL 33901

STATE OF FLORIDA COUNTY OF LEE:
Before the undersigned authority personally appeared
Joe Heyren, who on oath
says that he or she is a Legal Assistant of the
News-Press, a daily newspaper published at Fort Myers
in Lee County, Florida; that the attached copy of
advertisement, being a Legal Ad in the matter of

Notice of public meeting: An informa-
tional meeting will be conducted as re-
quired by Sec. 4-28 of the Bonita
Springs Land Development Code. The
meeting will include a presentation by
Morris-Depew Associates regarding a
Comprehensive Plan Amendment and
Residential Planned Development. The
property is located at 25501 Bonita
Grande Drive, Bonita Springs, FL 34135.
Per the Settlement Agreement with the
City approved on November 20, 2019,
the application requests to establish
the Conservation Fringe Future Land
Use Category, amend the FLU, and pro-
mote a residential subdivision of 700
units on the subject property. The ap-
plications are currently or will be under
review by The City of Bonita Springs.
The public meeting will be held at St
Leo Parish Life Center on December 19,
2019 at 6:00pm at 28388 Beaumont
Road, Bonita Springs 34134.
AD#3922369 11/28/2019

Notice of Meetings

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

11/28/19

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

Sworn to and Subscribed before me this 28th of
November 2019, by legal clerk who is personally known
to me.



Affiant

Notary State of Wisconsin, County of Brown

This is not an invoice

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CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

MORRIS

2914 Cleveland Avenue | Fort Myers, Florida 33901

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www.morris-depew.com

ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTS

Bonita Grande
Residential Planned Development
April 1, 2020

Date & Time: December 19, 2019 at 6PM

Location: St. Leo Parish Life Center, 28388 Beaumont Road, Bonita Springs, FL. 34135

Attendees:

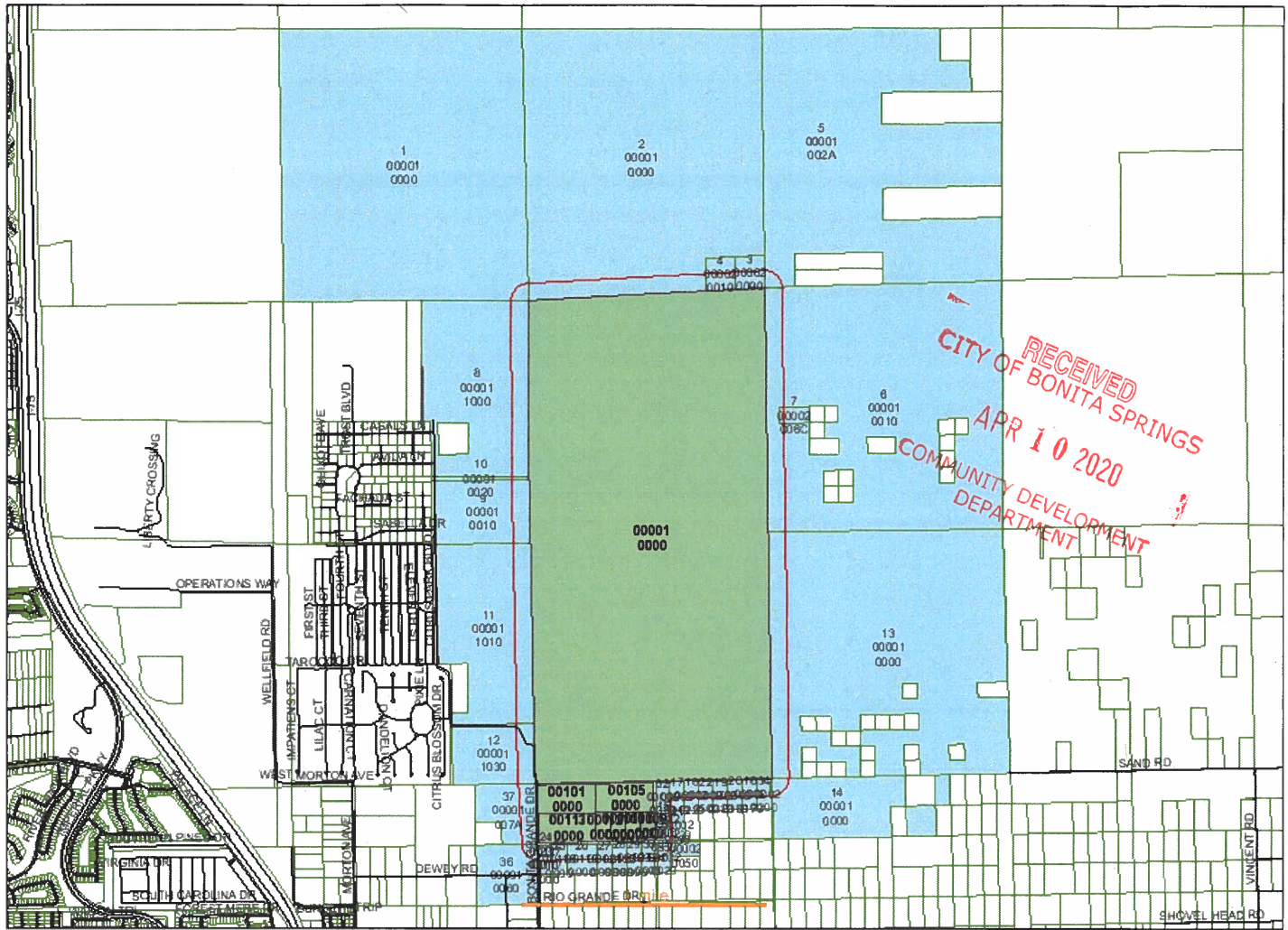
Project Team:

Ned Dewhirst- Owner's Representative

Neale Montgomery, Esquire, Project Attorney, Partner Planning Director, Morris Depew Associates

No Public were in attendance.

RECEIVED
CITY OF BONITA SPRINGS
APR 10 2020
COMMUNITY DEVELOPMENT
DEPARTMENT



Date of Report: December 05, 2019

Buffer Distance: 375 feet

Parcels Affected: 37

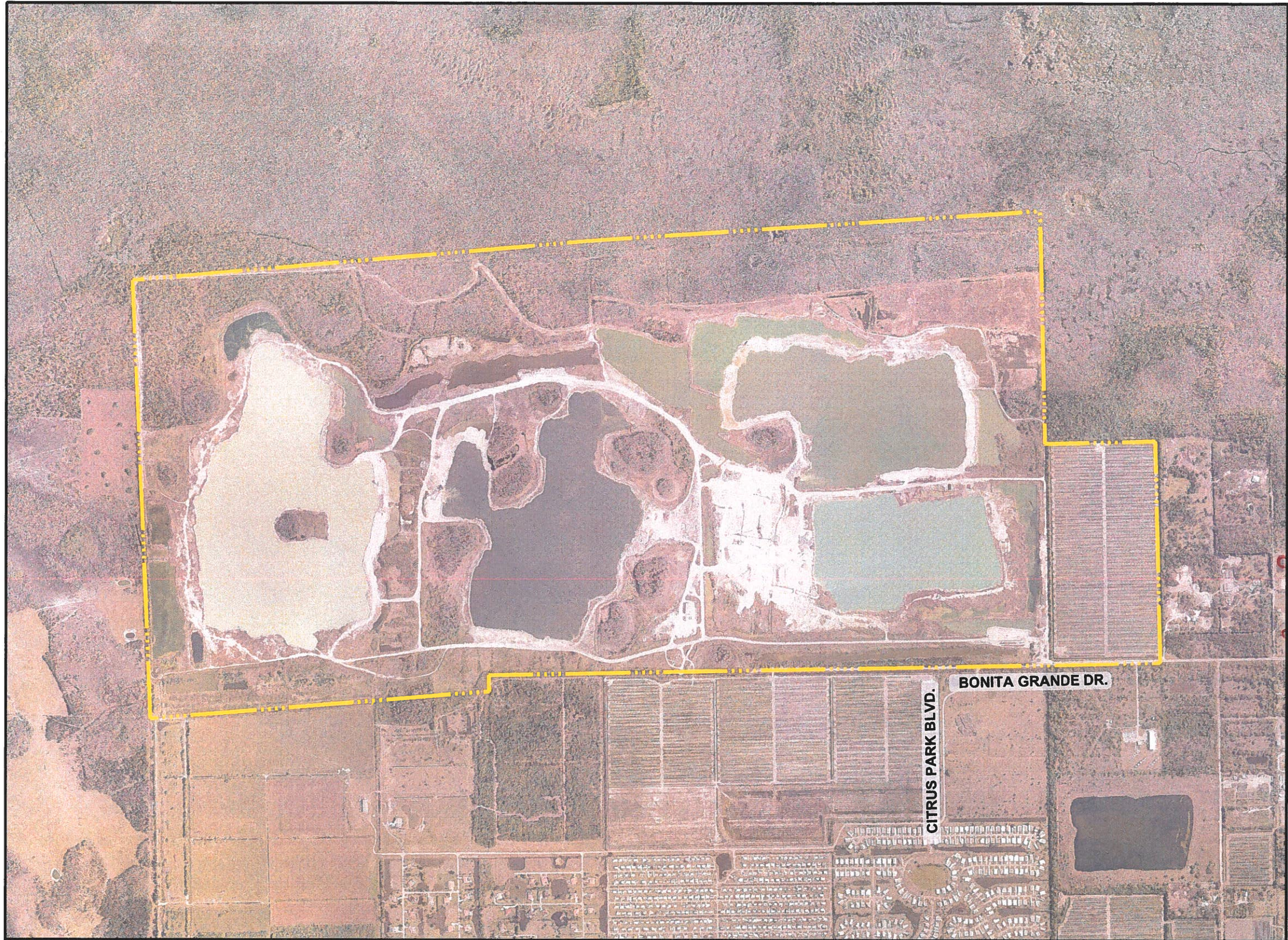
Subject Parcels: **20-47-26-B1-00001.0000, 29-47-26-B1-00101.0000, 29-47-26-B1-00105.0000, 29-47-26-B1-00109.0000, 29-47-26-B1-00110.0000, 29-47-26-B1-00111.0000, 29-47-26-B1-00112.0000, 29-47-26-B1-00113.0000**

[Click here to download the map image, mailing labels \(Avery 5161\) and CSV formatted information.](#)

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
LEE COUNTY CONSERVATION 2020 PO BOX 398 FORT MYERS FL 33902	07-47-26-00-00001.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	ALL OF SEC 07 TWN 47 RGE 26	1
LEE COUNTY CONSERVATION 2020 PO BOX 398 FORT MYERS FL 33902	08-47-26-00-00001.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	ALL SEC 8 LESS S 1/2 OF SE 1/4 OF SE 1/4	2
SOUTH FLA WATER MGMT DIST LAND MANAGEMENT PO BOX 24680 WEST PALM BEACH FL 33416	08-47-26-00-00002.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	SE 1/4 OF SE 1/4 OF SE 1/4	3
KTWIN ONE LLC 11635 BRISTOL CHASE DR TAMPA FL 33626	08-47-26-00-00002.0010 ACCESS UNDETERMINED BONITA SPRINGS FL	SW 1/4 OF SE 1/4 OF SE 1/4	4
SOUTH FLA WATER MGMT DIST LAND MANAGEMENT PO BOX 24680 WEST PALM BEACH FL 33416	09-47-26-00-00001.002A ACCESS UNDETERMINED BONITA SPRINGS FL	SECT 9 LESS NW 1/4 OF NE 1/4 OF NE 1/4 + E 1/2 OF NE 1/4 OF NE 1/4 + N 1/2 OF S 1/2 OF NE 1/4 +	5

		S 1/2 OF N 1/2 OF SE 1/4 + N 1/2 OF S 1/2 OF S 1/2 OF SW 1/4 + S 1/2 OF S 1/2 OF S 1/2 OF SW 1/4	
SOUTH FLA WATER MGMT DIST LAND MANAGEMENT PO BOX 24680 WEST PALM BEACH FL 33416	16-47-26-00-00001.0010 ACCESS UNDETERMINED BONITA SPRINGS FL	SECT 16 TWN 47 RGE 26 LESS SPLITS	6
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	16-47-26-00-00002.006C ACCESS UNDETERMINED BONITA SPRINGS FL	N1/2 OF NW1/4 OF NW1/4 OF SW1/4	7
CITRUS PARK TROST INTL INC 25501 TROST BLVD BONITA SPRINGS FL 34135	18-47-26-B2-00001.1000 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN E 1/2 AS DESC IN OR 1689 PG 982 LESS INST#2009000112547	8
CITRUS PARK TROST INTL INC 25501 TROST BLVD BONITA SPRINGS FL 34135	18-47-26-B3-00001.0010 24621 CITRUS PARK BLVD BONITA SPRINGS FL 34135	PARL IN S E 1/4 AS DESC IN OR 1638 PG 1286 LES RD R/W OR 2308/3200	9
CITRUS PARK TROST INTL INC 25501 TROST BLVD BONITA SPRINGS FL 34135	18-47-26-B3-00001.0020 ACCESS UNDETERMINED BONITA SPRINGS FL	SE 1/4 OF SEC LESS OR 1689 PG 982 + OR 1638 PG 1286 + SUBD	10
STONEBURNER KEVIN L + 465 BAYFRONT PL NAPLES FL 34102	19-47-26-B2-00001.1010 25991 CITRUS PARK BLVD BONITA SPRINGS FL 34135	IN SE 1/4 OR 1689/984+ E 2152FT OF N1/2 OF LES RD R /W OR 2308/3200+ 1.103	11
CITRUS PARK TROST INTL INC 25501 TROST BLVD BONITA SPRINGS FL 34135	19-47-26-B3-00001.1030 ACCESS UNDETERMINED BONITA SPRINGS FL	BNG A SE1/4 COR RUN N89D. 56 09 SW 1798.51 FT THENN 1311.35 THEN S89D 56 95 E	12
SOUTH FLA WATER MGMT DIST LAND MANAGEMENT PO BOX 24680 WEST PALM BEACH FL 33416	21-47-26-00-00001.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	ALL OF SEC 21 TWN 47 RGE 26 LESS SPLITS	13
SOUTH FLA WATER MGMT DIST LAND MANAGEMENT PO BOX 24680 WEST PALM BEACH FL 33416	28-47-26-00-00001.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL LOC IN N 1/2 OF N 1/2 AKA TRS 5 + 8-24 + 26 + 27	14
FLOWER RITA JANE + PO BOX 3205 BONITA SPRINGS FL 34133	29-47-26-00-00002.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	THE N 1/2 OF W 1/2 OF SW 1/4 OF NW 1/4 OF NE 1/4 LESS R/W	15
PERGJINI FREDERIK 60 HILLSIDE RD GREENWICH CT 06830	29-47-26-00-00002.0170 ACCESS UNDETERMINED BONITA SPRINGS FL	THE W 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4 LESS R/W	16
PERGJINI FREDERIK+ VESNA 60 HILLSIDE RD GREENWICH CT 06830	29-47-26-00-00002.0210 ACCESS UNDETERMINED BONITA SPRINGS FL	THE E 1/2 OF NW 1/4 OF NW 1/4 OF NE 1/4 LESS R/W	17
PERGJINI FREDERIK + VESNA 60 HILLSIDE ROAD GREENWICH CT 06830	29-47-26-00-00002.0220 ACCESS UNDETERMINED BONITA SPRINGS FL	THE W 1/2 OF NE 1/4 OF NW 1/4 OF NE 1/4 LESS R/W	18
BEACH ROAD & 29 LLC PO BOX 366748 BONITA SPRINGS FL 34136	29-47-26-00-00002.0320 ACCESS UNDETERMINED BONITA SPRINGS FL	W 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 LESS R/W	19
BEACH ROAD & 29 LLC PO BOX 366748 BONITA SPRINGS FL 34136	29-47-26-00-00002.0330 ACCESS UNDETERMINED BONITA SPRINGS FL	E 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 AKA TR 3 SUNCOAST ACRES LESS R/W	20
PERGJINI FREDERIK J + VESNA 60 HILLSIDE RD GREENWICH CT 06830	29-47-26-00-00002.0490 ACCESS UNDETERMINED BONITA SPRINGS FL	E 1/2 OF SW 1/4 OF NW 1/4 OF NE 1/4 LESS S 25 FT R/W	21
GRUNWALD JOHN 304 ELIZABETH RD LAKE WORTH FL 33461	29-47-26-00-00002.0500 ACCESS UNDETERMINED BONITA SPRINGS FL	E 1/2 OF NE 1/4 OF NW 1/4 OF NE 1/4 LESS R/W	22
BONITA EAST 22 LLC	29-47-26-B1-00117.0000	SUN COAST ACRES UNREC.	23

165 ANNALISA CT BLOOMINGDALE IL 60108	ACCESS UNDETERMINED BONITA SPRINGS FL	OR 23 PG 113 LOT 17 LESS N 264 FT LESS R/W	
BONITA EAST 22 LLC 165 ANNALISA CT BLOOMINGDALE IL 60108	29-47-26-B1-00117.0010 26251 BONITA GRANDE DR BONITA SPRINGS FL 34135	SUN COAST ACRES UNREC OR 23 PG 113 N 264 FT OF LOT 17 LESS R/W	24
BUNGARDT HERMANN GAERTNERWEG 4 ALTLANSBERG 15345 GERMANY	29-47-26-B1-00118.0000 26271 BONITA GRANDE DR BONITA SPRINGS FL 34135	SUN COAST ACRES UNREC. OR 23 PG 113 LOT 18 LESS R/W	25
DACHUK DONALD + 13060 RIO GRANDE DR BONITA SPRINGS FL 34135	29-47-26-B1-00119.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	SUN COAST ACRES UNREC. OR 23 PG 113 LOTS 19 + 20 LESS R/W	26
DACHUK DONALD + JANET 13060 RIO GRANDE DR BONITA SPRINGS FL 34135	29-47-26-B1-00121.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	SUN COAST ACRES UNREC. OR 23 PG 113 LOT 21 LESS R/W	27
DACHUK DONALD + JANET 13060 RIO GRANDE DR BONITA SPRINGS FL 34135	29-47-26-B1-00122.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	SUN COAST ACRES UNREC. OR 23 PG 113 LOT 22 LESS R/W	28
DACHUK DONALD + JANET 13060 RIO GRANDE DR BONITA SPRINGS FL 34135	29-47-26-B1-00123.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	SUN COAST ACRES UNREC. OR 23 PG 113 LOT 23 LESS R/W	29
DACHUK DONALD + JANET 13060 RIO GRANDE DR BONITA SPRINGS FL 34135	29-47-26-B1-00124.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	SUN COAST ACRES UNREC. OR 23 PG 113 LOT 24 LESS R/W	30
SCHMITZ WILLIAM J III + 1900 MANCHESTER WESTCHESTER IL 60154	29-47-26-B2-00002.0020 ACCESS UNDETERMINED BONITA SPRINGS FL	THE W 1/2 OF NW 1/4 OF SW 1/4 OF NE 1/4 LESS R/W	31
TST BONITA LLC + 460 N MAIN ST WALLINGFORD CT 06492	29-47-26-B2-00002.0030 ACCESS UNDETERMINED BONITA SPRINGS FL	THE W 1/2 OF NW 1/4 OF NW 1/4 OF NE 1/4 LESS R/W	32
PLOTSKER EMANUEL 4840 AQUILA AVE N NEW HOPE MN 55428	29-47-26-B2-00002.0050 ACCESS UNDETERMINED BONITA SPRINGS FL	N 1/2 OF W 1/2 OF NE 1/4 OF SW 1/4 OF NE 1/4 + N 1/2 OF E 1/2 OF NW 1/4 OF SW 1/4 OF NE 1/4 LESS R/W	33
RABORG CHARLES L + REBEKAH K 714 CHESTNUT HILL RD FOREST HILL MD 21050	29-47-26-B2-00002.0200 ACCESS UNDETERMINED BONITA SPRINGS FL	THE E 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4	34
POPE LISA L 891 14TH ST UNIT 3610 DENVER CO 80202	29-47-26-B2-00002.0550 ACCESS UNDETERMINED BONITA SPRINGS FL	S 1/2 OF W 1/2 OF SW 1/4 OF NW 1/4 OF NE 1/4 LESS RD R/W	35
LEE COUNTY DIST SCHOOL BOARD 2855 COLONIAL BLVD FORT MYERS FL 33966	30-47-26-B2-00001.0060 12961 TOWER RD BONITA SPRINGS FL 34135	SE 1/4 OF NE 1/4 OF SEC 30 TWN 47 RGE 26	36
PINNACLE TOWERS INC 4017 WASHINGTON RD PMB 353 MCMURRAY PA 15317	30-47-26-B2-00001.007A 26050 BONITA GRANDE DR BONITA SPRINGS FL 34135	NE 1/4 OF NE 1/4 LESS THE W586.38 FT OF S499.63 FT	37



PROJECT:
**BONITA GRANDE
 RESIDENTIAL PLANNED
 DEVELOPMENT**

LOCATION:
 BONITA SPRINGS, FLORIDA
 S 17 & 20, T 47 S, R 26 E

CLIENT:
BG MINE, LLC

CONSULTANT:
**MORRIS
 DEPEW**
 ENGINEERS & PLANNERS & SURVEYORS
 LANDSCAPE ARCHITECTS
 FL. CA. NO. 6632 FL. CERT. NO. LMR8991 | LCC0602330

Fort Myers
 2814 Cleveland Avenue
 Fort Myers, Florida 33901
 (239) 337-3883
 Fax: (239) 337-3884
 Toll free: 866-337-7341

Tallahassee **Destin**
 113 South Monroe Street 2527 Highway 90
 Tallahassee, Florida 32301 Unit 201
 Tallahassee, Florida 32301 Santa Rosa Beach, Florida 32458
 Toll free: 866-337-7341 Toll free: 866-337-7341

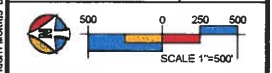
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MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

REVISIONS	DATE

PROJECT MANAGER: MWM
 DRAWING BY: C JV
 JURISDICTION: BONITA SPRINGS
 DATE: 5/15/2020

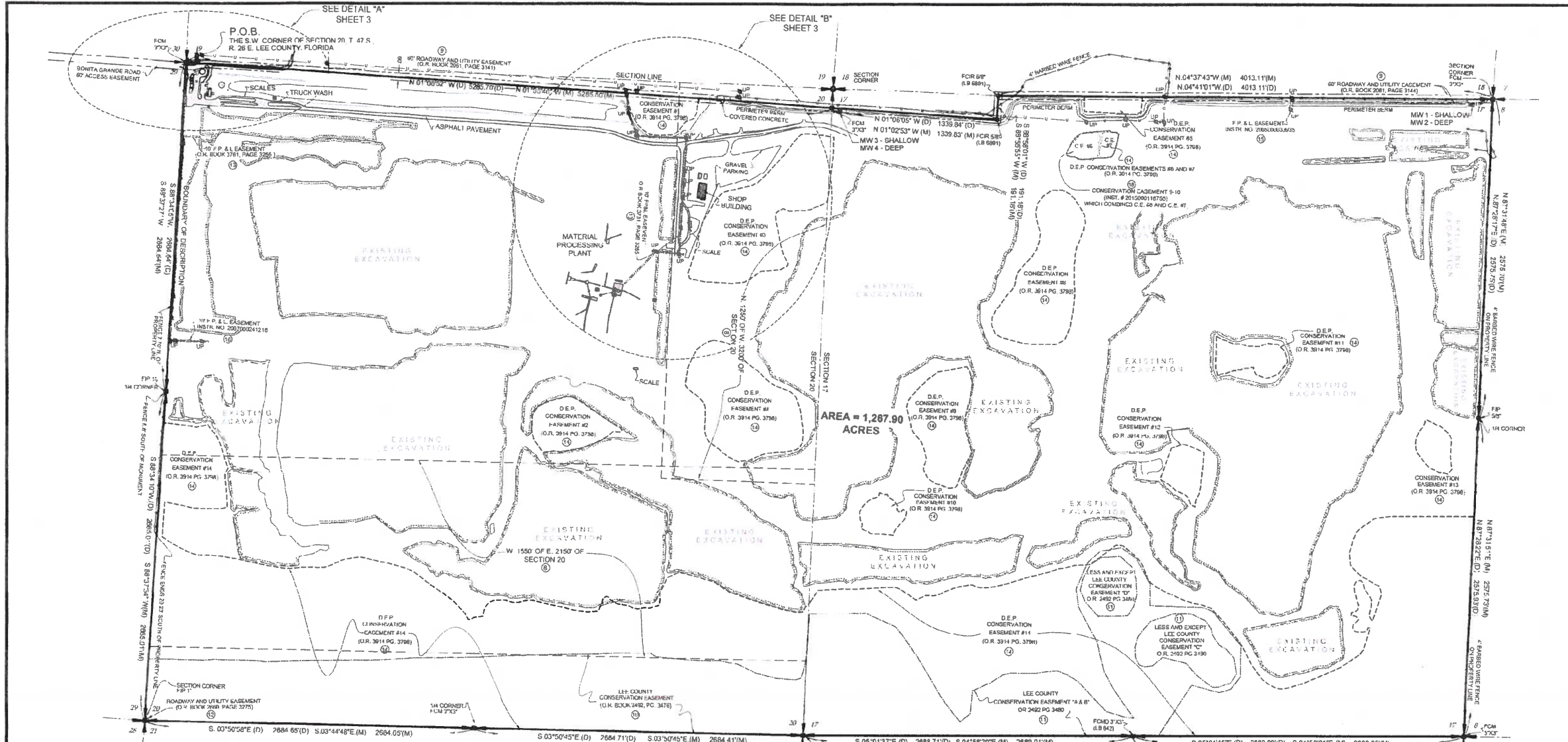
SHEET TITLE:
**AERIAL EXHIBIT
 Exhibit IV-N**

SHEET NUMBER: C-102



JOB/FILE NUMBER: 16027-09

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 May 15, 2020 10:28:53 am R:\CITRUS PARK BLVD.DWG



- TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY ORDER NUMBER 8155352, DATED 02/25/2020 AT 8:00 AM
- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM UNKNOWN.
 - TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. NON-SURVEY ISSUE.
 - STANDARD EXCEPTIONS:
 - ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CLAIM AFFECTING THE TITLE THAT WOULD BE ENFORCED BY AN ACCURATE AND COMPLETE AND SURVEY OF THE LAND ENCROACHMENT OF COVERED CONCRETE AND A BARBED WIRE FENCE ALONG WEST BOUNDARY LINE.
 - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. UNKNOWN.
 - ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. UNKNOWN.
 - TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. NON-SURVEY ISSUE.
 - ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH AND UNKNOWN, NO EVIDENCE SEEN.
 - ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 199, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. NON-SURVEY ISSUE.
 - RIGHTS OF FIDEICOMISSARIES IN TITLE AND ALL PERSONS CLAIMING BY THROUGH OR UNDER SAME, BY VIRTUE OF THE RESERVATION, GRANT, OR LEASE OF THE OIL, GAS AND/OR MINERALS LYING WITHIN THE LANDS DESCRIBED IN SCHEDULE A HEREOF, WHICH RIGHTS ARE FURTHER DESCRIBED IN THAT CERTAIN DEED FROM BARRON COLLIER, JR., ET AL., RECORDED IN DEED BOOK 213, PAGE 6, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, CONNECTED BY INSTRUMENT RECORDED IN DEED BOOK 210, PAGE 119, AS AFFECTED BY NOTICE OF INTEREST IN LAND PURSUANT TO FIDUCIARY STATUTES SECTION 704 AND FLORIDA STATUTES CHAPTER 712 RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 200900182226, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. NOTE: NO DISSEMINATION HAS BEEN MADE AS TO THE CURRENT OWNER OF OIL, GAS AND/OR MINERALS EXCEPTED HEREIN. AFFECTS SUBJECT PARCEL, NOT PLOTTABLE, BLANKET RIGHTS.
 - INTEREST AND EGRESS RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 468, PAGE 818, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, NOT PLOTTABLE.
 - RESOLUTION NUMBER 2-87-189 ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1935, PAGE 4639, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, PLOTTED.
 - CONSERVATION EASEMENT GRANTED TO LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3498, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, PLOTTED.
 - CONSERVATION EASEMENT GRANTED TO LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3498, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, PLOTTED.
 - EASEMENT GRANTED TO THE 16-211 AND CORPORATION, INC. A FLORIDA CORPORATION, BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 2660, PAGE 3275, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, PLOTTED.
 - EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3181, PAGE 3225, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, PLOTTED.
 - DEED OF CONSERVATION EASEMENT TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 3914, PAGE 3784, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, PLOTTED.
 - EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 200500033533, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, PLOTTED.
 - EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 200700241211A, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, PLOTTED.
 - CODE ENFORCEMENT ORDER UPON COMPLIANCE AGREEMENT BY AND BETWEEN THE CITY OF BONITA SPRING, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, AND BONITA GRANDE AGGREGATES, L.L.C. A FLORIDA LIMITED LIABILITY COMPANY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2009000189668, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. NON-SURVEY ISSUE.
 - CONSERVATION EASEMENT BY BONITA GRANDE PROPERTIES, LP A FLORIDA LIMITED PARTNERSHIP, IN FAVOR OF STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2015000118756, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, PLOTTED.
 - RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT ISSUED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 20160001111, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, NOT PLOTTABLE, BLANKET IN NATURE.
 - TITLE TO ANY SUBMERGED LAND INCLUDED WITHIN THE LAND DESCRIBED IN THIS POLICY IS NOT INSURED. NON-SURVEY ISSUE.
 - INTENTIONALLY DELETED.
 - RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. NON-SURVEY ISSUE.
 - NOTICE OF MASS LITIGATION PLAN AMENDMENT APPROVAL INSTRUMENT NUMBER 202000006974, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. AFFECTS SUBJECT PARCEL, NOT PLOTTABLE, BLANKET IN NATURE.

DESCRIPTION:
(FROM TITLE COMMITMENT)

PARCEL 1 (SEE SIMPLE ESTATE)

A PORTION OF SECTIONS 17 AND 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE POINT OF BEGINNING WHICH IS THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE NORTH 01°08'52" WEST FOR 5285.70 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORD BOOK 2081, PAGE 3137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE NORTH 01°08'52" WEST 1339.84 FEET; THENCE SOUTH 88°30'11" WEST 191.18 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORDS BOOK 2081, PAGE 3137, AND PAGE 3138, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO THE WEST LINE OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE WHICH IS THE WEST LINE OF SAID SECTION 17 NORTH 04°41'01" WEST FOR 4013.11 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 87°28'17" EAST FOR 2575.75 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 87°28'22" EAST FOR 2575.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID SECTION 17, SOUTH 05°01'45" EAST 2889.00 FEET EAST 1/4 CORNER OF SAID SECTION 17; THENCE CONTINUE ALONG THE SAID EAST LINE SOUTH 05°01'37" EAST 2688.71 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17 AND THE NORTHEAST CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF SAID SECTION 20 SOUTH 07°50'45" EAST FOR 2684.71 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 03°50'58" EAST FOR 2684.65 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20, SOUTH 88°34'10" WEST 2684.81 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG SAID SOUTH LINE OF SECTION 20 SOUTH 88°34'05" WEST FOR 2684.84 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

THE SURVEY IS BASED ON PARCEL 1 OF THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY ORDER NUMBER 8155352, DATED 02/25/2020 AT 8:00 AM.

THIS SURVEY IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.

PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

CONSERVATION EASEMENT LINES SHOWN HEREON WERE DRAWN UTILIZING RECORDED INSTRUMENTS LISTED IN THE TITLE COMMITMENT PROVIDED. MOST OF THE D.E.P. CONSERVATION EASEMENTS WERE STAKED ON THE GROUND DURING THE COURSE OF RE-ESTABLISHMENT WORK. NONE OF THE LEE COUNTY CONSERVATION EASEMENTS HAVE BEEN STAKED ON THE GROUND.

THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY GOVERNMENT ENTITY.

LAKE BANKS SHOWN HEREON ARE FROM THE HYDROGRAPHIC SURVEY PREPARED BY THIS OFFICE DATED 01/31/2020.

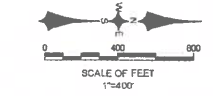
ORIENTATION IS BASED ON THE EAST LINE OF THE SOUTHEAST-QUARTER SECTION 20 ADJACENT TO A FLOOD GRID, WEST ZONE AND 5350.

ALL SURVEYS TO THIS PLOT INSURANCE RATE MAP 120111016 WITH AN EFFECTIVE DATE OF AUGUST 28, 2008. THIS PARCEL LIES IN A FLOOD WEST "X" WITH NO BASE FLOOD ELEVATION.

LAST DAY OF FIELD WORK WAS PERFORMED ON 04-17-2020 IN FIELD BOOK 133, PG. 30.

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL, OR ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS MAP IS NOT VALID.

- LEGEND**
- D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION
 - FCM = FOUND CONCRETE MONUMENT
 - FCIR = FOUND CAPPED IRON ROD
 - FRP = FOUND IRON PIPE
 - SCIR = SET CAPPED IRON ROD
 - MW = MONITORING WELL
 - UP = UTILITY POLE
 - ITEM LISTED IN TITLE EXCEPTIONS
 - BOUNDARY LINE
 - D.F.P. CONSERVATION EASEMENT
 - LEE COUNTY CONSERVATION EASEMENT
 - EXISTING EXCAVATION
 - SECTION LINE
 - OVERHEAD UTILITY LINE



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Fort Myers
Tallahassee
Destin

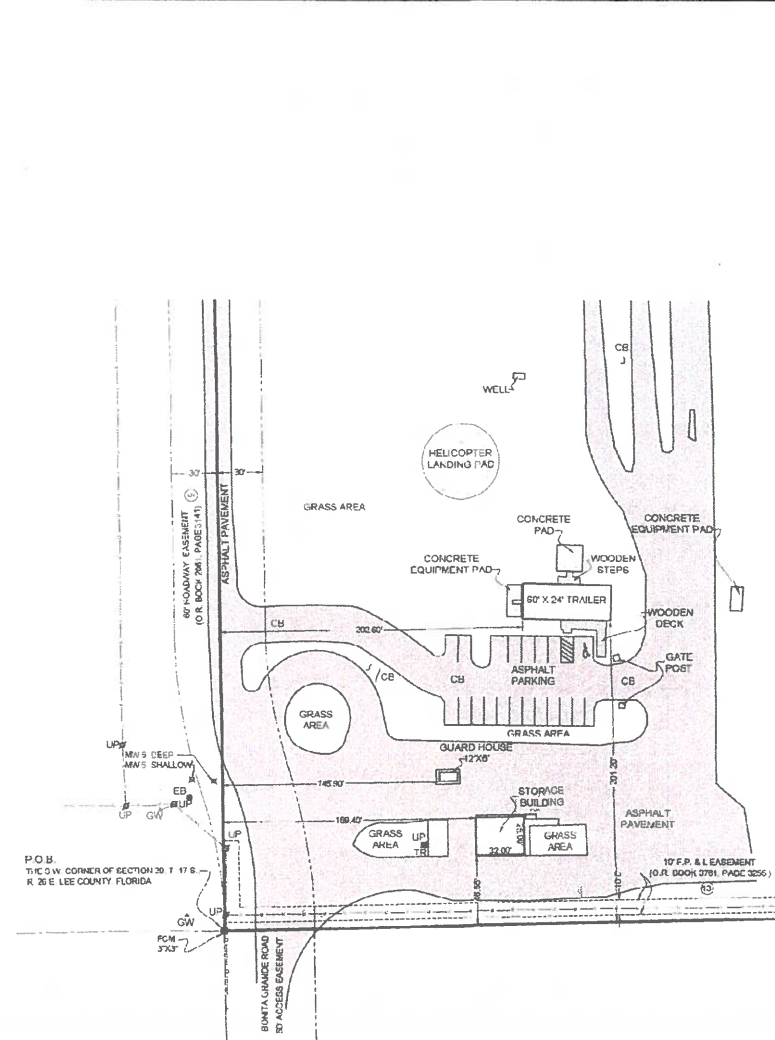
2014 Cleveland Avenue
Fort Myers, Florida 33901
TEL: 888.337.3664
FAX: 888.337.3664
TEL: 888.837.7741

BOUNDARY SURVEY
In Sections 17 and 20, Township 47 South, Range 26 East, Lee County, Florida

MAA PROJECT 16027
CHECKED BY MAH DESIGNED BY BMH
DATE 05-19-2020
SHEET 1 OF 2

RECEIVED
CITY OF BONITA SPRING
MAY 22 2020
COMMUNITY DEVELOPMENT DEPARTMENT

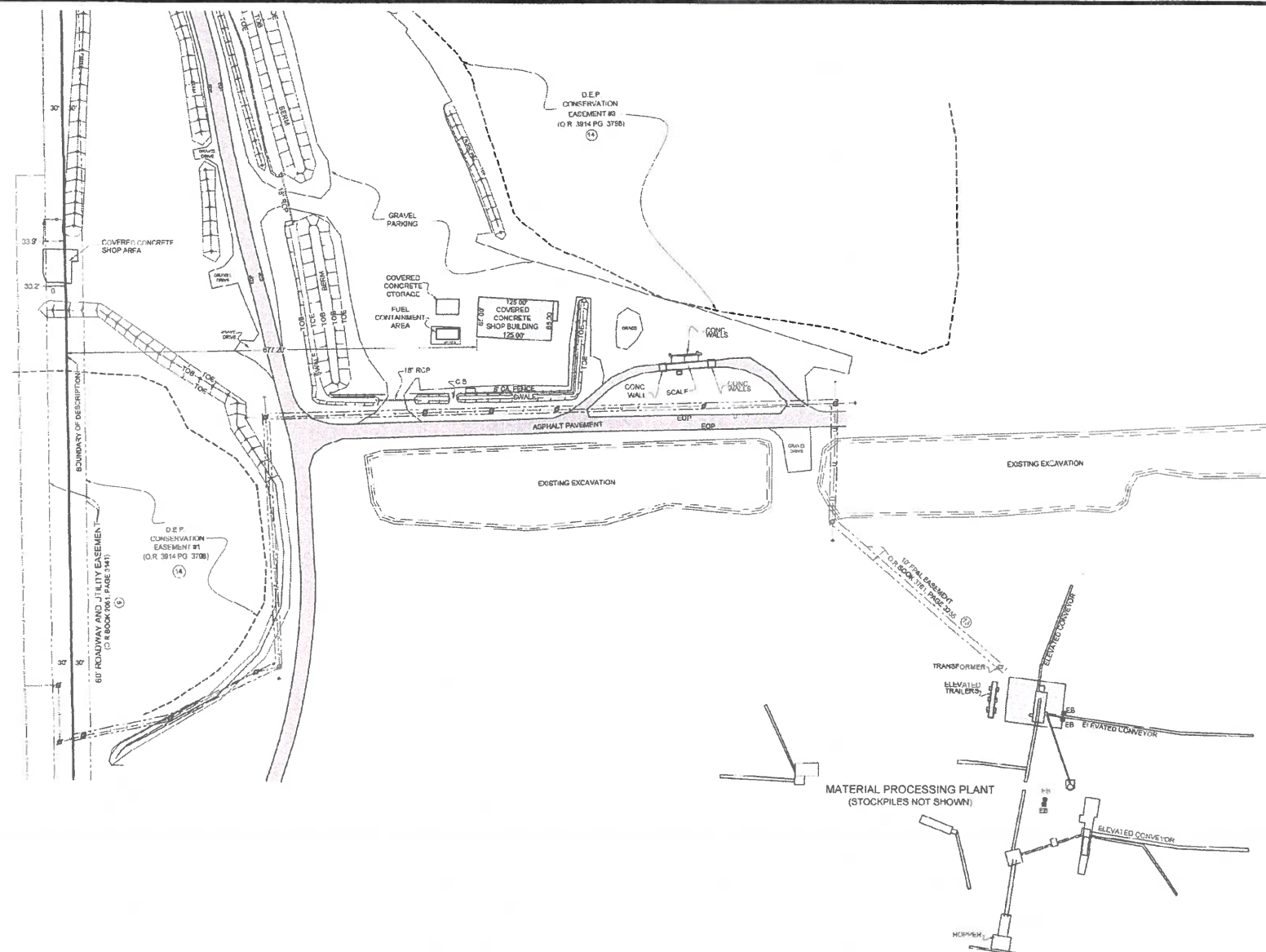
MARK A. HATHFIELD P.S.M. DATE
FLORIDA CERTIFICATE NO. 4155



DETAIL "A"
SCALE OF FEET
1"=50'

LEGEND AND ABBREVIATIONS

<ul style="list-style-type: none"> ▲ = SET PAK NAIL & DISC ● = IRON ROD AND CAP (SET & FOUND) ○ = GUY WIRE ⊕ = ITH TYPICAL ⊙ = LIGHT POLE ⊚ = YARD LIGHT — = METERED END SECTION — = CATCH BASIN (CB) — = CONTROL STRUCTURE — = ELECTRIC METER (EM) — = ELECTRIC BOX (EB) — = POWER POLE (P) — = WATER METER (WM) — = WATER VALVE (WV) — = MAIL BOX — = CHECK VALVE — = IRRIGATION VALVE (IV) — = STORM MANHOLE — = SANITARY MANHOLE — = TELEPHONE ROSS (TR) — = SANITARY CLEANOUTS (C/O) — = BOLLARD — = SIGN — = PAVEMENT — = SECTION LINE — = FENCE — = WATER LINE — = SANITARY SEWER LINE — = TELEPHONE LINE — = GAS LINE — = BURIED ELECTRIC SERVICE LINE — = OVERHEAD ELECTRIC INF — = GUY WIRE — = GUY WIRE & ANCHOR — = BURIED CABLE MARKER — = BACKFLOW ASSEMBLY 	<ul style="list-style-type: none"> B.O.C. = BACK OF CURB BM = BENCH MARK CB = CATCH BASIN CCR = CERTIFIED CORNER RECORD CONC = CONCRETE C.B.S. = CONDUIT FOR BULK SERVICE LINE (D) = DESCRIPTION DIMENSION EDP = EDGE OF PAVEMENT F.F. = FINISH FLOOR FM = FORCE MAIN GV = GUY WIRE INV = INVERT L.B. = LICENSED BUSINESS (M) = MEASURED DIMENSION M.F.S. = METERED END SECTION N.T.S. = NOT TO SCALE O.R. = OFFICIAL RECORDS P.B. = PLAT BOOK PG. = PAGE POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT P.U.E. = PUBLIC UTILITY EASEMENT R = RADIUS (R) = RAIN RCP = REINFORCED CONCRETE PIPE ROW = RIGHT OF WAY LINE TOB = TOP OF BANK T.O.B. = TOP OF BANK TSD = TRAFFIC SIGNAL BOX TR = TELEPHONE ROSS TRANS = ELECTRIC TRANSFORMER TYP = TYPICAL UP = UTILITY PULL VG = VALLEY GUTTER
---	--



DETAIL "B"
SCALE OF FEET
1"=100'

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

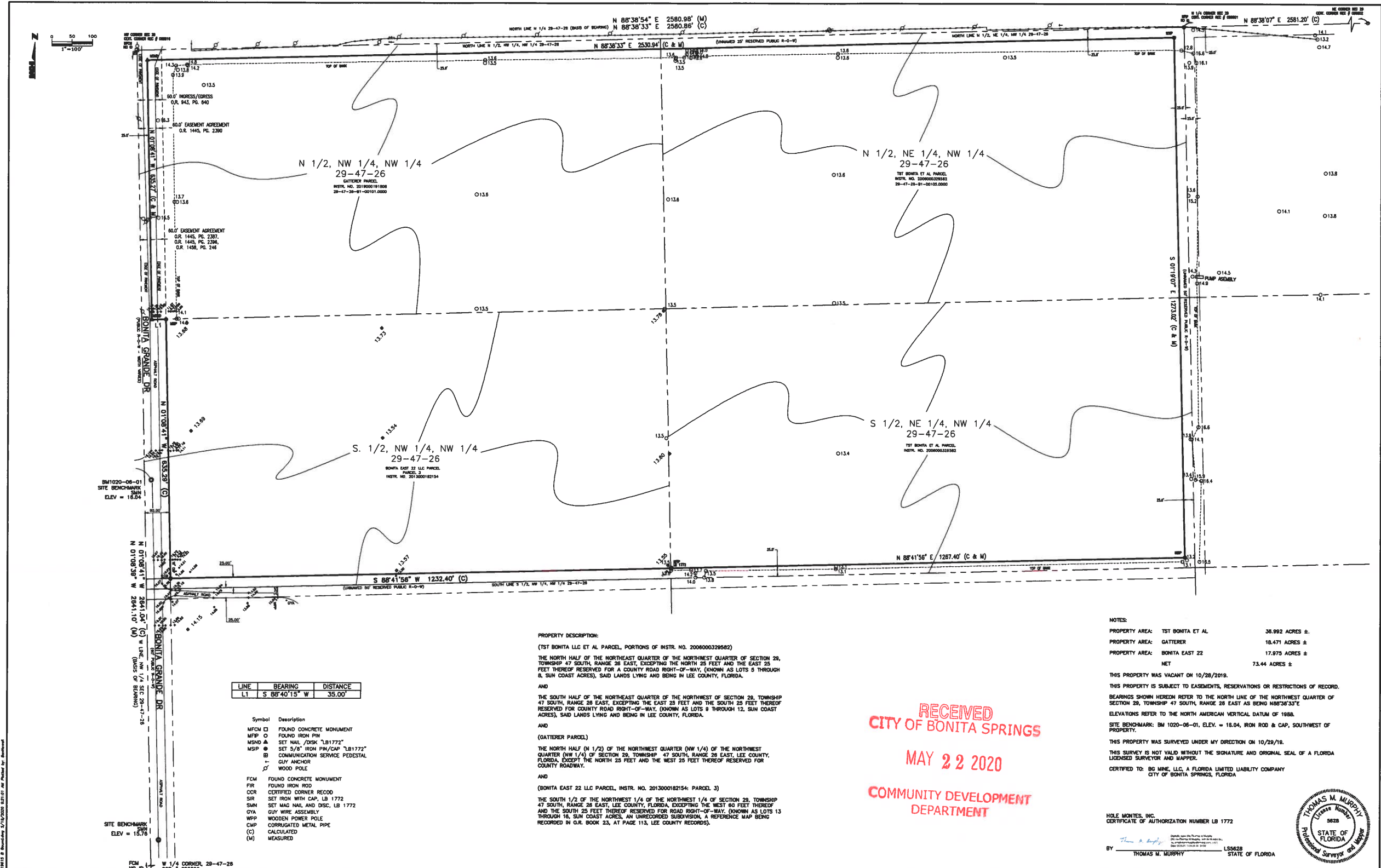
REVISIONS

• Fort Myers
 • Tallahassee
 • Destin
 2014 Cleveland Avenue
 Fort Myers, Florida 33901
 Fax: (239) 307-3884
 Toll Free: 855-337-7344
 F.L.A.C. NO. 0532 / FL CERT. NO. LB8861 / LC26000030

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BOUNDARY SURVEY
 In Sections 17 and 20, Township 47 South, Range 26 East, Lee County, Florida
BONITA GRANDE
AGGREGATES INC.
 Lee County, Florida

MEA PROJECT
 16027
 CHECKED BY: MAH
 DESIGNED BY: BMH
 DATE: 05-19-2020
 SHEET: 2 OF 2



LETTER	REVISIONS	DATE	REV BY

BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PARTY CHIEF:	BH 1127/47	DATE:	10/28/2019
DRAWN BY:	BEN	DATE:	5/2020
SHEET:	1	OF SHEET:	1
SEC-TWN-RGE: 29-47-26			

H M
HOLE MONTES
ENGINEERS-PLANNERS-SURVEYORS

6200 Whiskey Creek Dr.
Ft. Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772

**BONITA GRANDE DRIVE
AG PARCEL**

DRAWING NO.	H-1180-1
PROJECT NO.	19.615
FILE NAME:	19615 & Bound.dwg

PROPERTY DESCRIPTION:
(TST BONITA LLC ET AL PARCEL, PORTIONS OF INSTR. NO. 2008000329562)
THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 28 EAST, EXCEPTING THE NORTH 25 FEET AND THE EAST 25 FEET THEREOF RESERVED FOR A COUNTY ROAD RIGHT-OF-WAY, (KNOWN AS LOTS 5 THROUGH 8, SUN COAST ACRES), SAID LANDS LYING AND BEING IN LEE COUNTY, FLORIDA.
AND
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 28 EAST, EXCEPTING THE EAST 25 FEET AND THE SOUTH 25 FEET THEREOF RESERVED FOR COUNTY ROAD RIGHT-OF-WAY, (KNOWN AS LOTS 9 THROUGH 12, SUN COAST ACRES), SAID LANDS LYING AND BEING IN LEE COUNTY, FLORIDA.
AND
(GATTERER PARCEL)
THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA, EXCEPTING THE WEST 60 FEET THEREOF AND THE SOUTH 25 FEET THEREOF RESERVED FOR ROAD RIGHT-OF-WAY, (KNOWN AS LOTS 13 THROUGH 16, SUN COAST ACRES, AN UNRECORDED SUBDIVISION, A REFERENCE MAP BEING RECORDED IN O.R. BOOK 23, AT PAGE 113, LEE COUNTY RECORDS).
AND
(BONITA EAST 22 LLC PARCEL, INSTR. NO. 2013000182154; PARCEL 3)
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA, EXCEPTING THE WEST 60 FEET THEREOF AND THE SOUTH 25 FEET THEREOF RESERVED FOR ROAD RIGHT-OF-WAY, (KNOWN AS LOTS 13 THROUGH 16, SUN COAST ACRES, AN UNRECORDED SUBDIVISION, A REFERENCE MAP BEING RECORDED IN O.R. BOOK 23, AT PAGE 113, LEE COUNTY RECORDS).

**RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT**

NOTES:
PROPERTY AREA: TST BONITA ET AL 36.992 ACRES ±
PROPERTY AREA: GATTERER 16.471 ACRES ±
PROPERTY AREA: BONITA EAST 22 17.875 ACRES ±
NET 73.44 ACRES ±
THIS PROPERTY WAS VACANT ON 10/28/2019.
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
BEARINGS SHOWN HEREON REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 28 EAST AS BEING N88°38'33"E
ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
SITE BENCHMARK: BM 1020-06-01, ELEV. = 16.04, IRON ROD & CAP, SOUTHWEST OF PROPERTY.
THIS SURVEY WAS SURVEYED UNDER MY DIRECTION ON 10/28/19.
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
CERTIFIED TO: BG MINE, L.L.C. A FLORIDA LIMITED LIABILITY COMPANY
CITY OF BONITA SPRINGS, FLORIDA

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY: *Thomas M. Murphy* LSS628
THOMAS M. MURPHY STATE OF FLORIDA





PROJECT:
**BONITA GRANDE
RESIDENTIAL PLANNED
DEVELOPMENT**

LOCATION:
BONITA SPRINGS, FLORIDA
S 17 & 20, T 47 S, R 26 E

CLIENT:
BG MINE, LLC

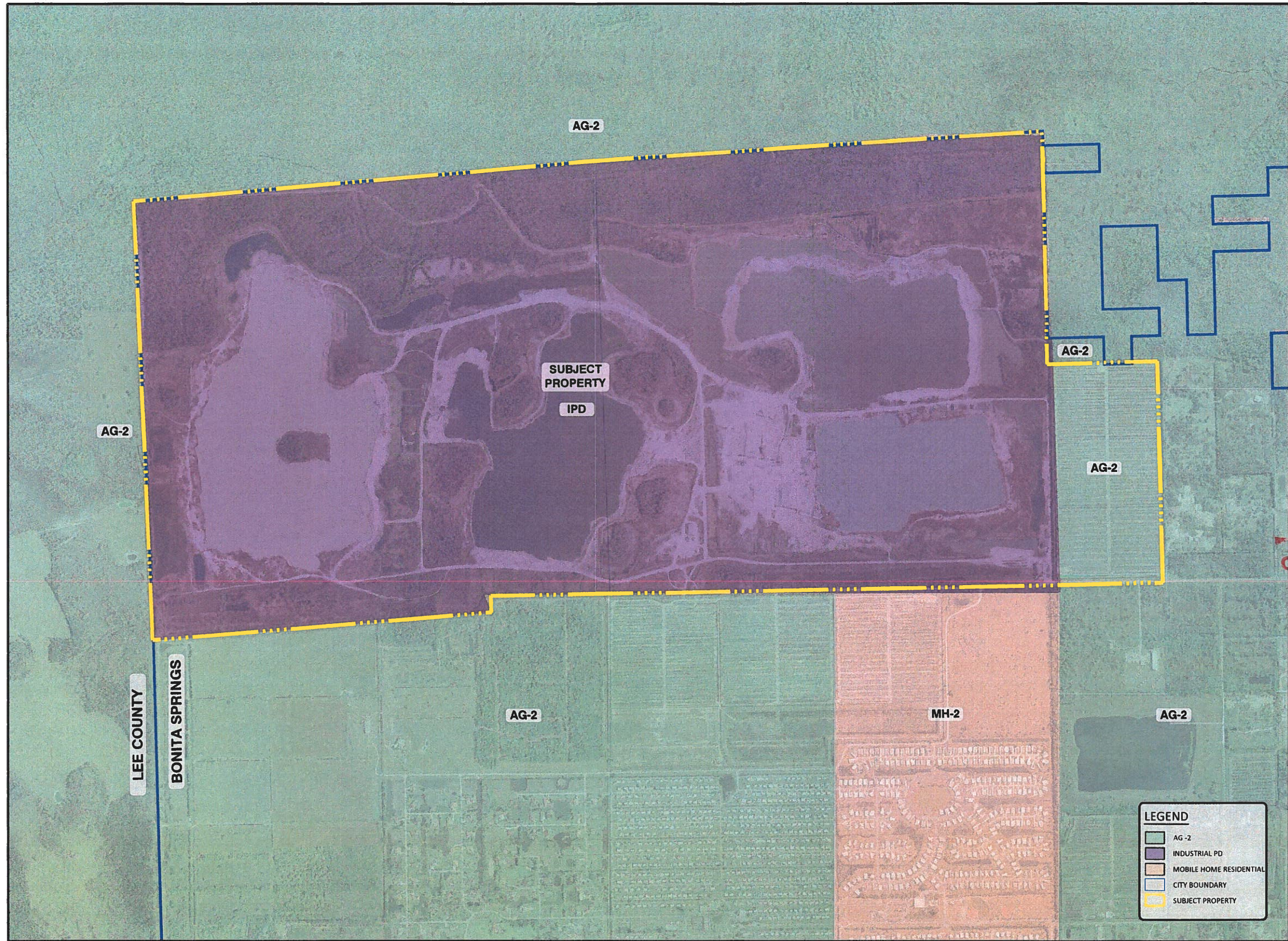
CONSULTANT:
**MORRIS
DEPEW**
ENGINEERS • PLANNERS • SURVEYORS
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Fax: 239.337.2984
Toll free: 866.337.7341
Tallahassee
113 South Monroe Street
Tallahassee, Florida 32301
Tel: 904.337.7341
Destin
3507 Highway 98
Unit 201
Santa Rosa Beach, Florida 32450
Tel: 904.337.7341

RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

REVISIONS	DATE

PROJECT MANAGER: MWM
DRAWING BY: CJV
JURISDICTION: BONITA SPRINGS
DATE: 5/15/2020
SHEET TITLE:
**CURRENT
TOPOGRAPHIC
ELEVATION DATA**
Exhibit II-F-5
SHEET NUMBER: C-107
SCALE 1"=500'
JOBFILE NUMBER: 16027-09

© COPYRIGHT MORRIS DEPEW ASSOCIATES, INC. 2020 ALL RIGHTS RESERVED. 01/16/2019 - Bonita Grande Residential Planned Development - Current Plan (16027) - Exhibit II-F-5 - Current Topographic Elevation Data - C-107 - May 15, 2020 10:35:01 am PLOTTED BY: cventura



LEGEND

- AG-2
- INDUSTRIAL PD
- MOBILE HOME RESIDENTIAL
- CITY BOUNDARY
- SUBJECT PROPERTY

PROJECT:
BONITA GRANDE RESIDENTIAL PLANNED DEVELOPMENT

LOCATION:
 BONITA SPRINGS, FLORIDA
 S 17 & 20, T 47 S, R 26 E

CLIENT:
 BG MINE, LLC

CONSULTANT:
MORRIS DEPEW
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 LANDSCAPE ARCHITECTS
 FL CA #0 9630 PL #074 NO. 388991 L.C.2660.0330

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 Toll free: 866-337-7341

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 113 South Monroe Street
 Tallahassee, Florida 32301
 Tall free: 866-337-7341

Destin
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 Santa Rosa Beach, Florida 32450
 Tall free: 866-337-7341

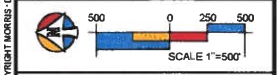
RECEIVED
CITY OF BONITA SPRINGS
 MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

REVISIONS	DATE

PROJECT MANAGER: MMM
DRAWING BY: CJV
JURISDICTION: BONITA SPRINGS
DATE: 5/15/2020

SHEET TITLE:
SURROUNDING ZONING
MAP
Exhibit II-F-3

SHEET NUMBER: C-104

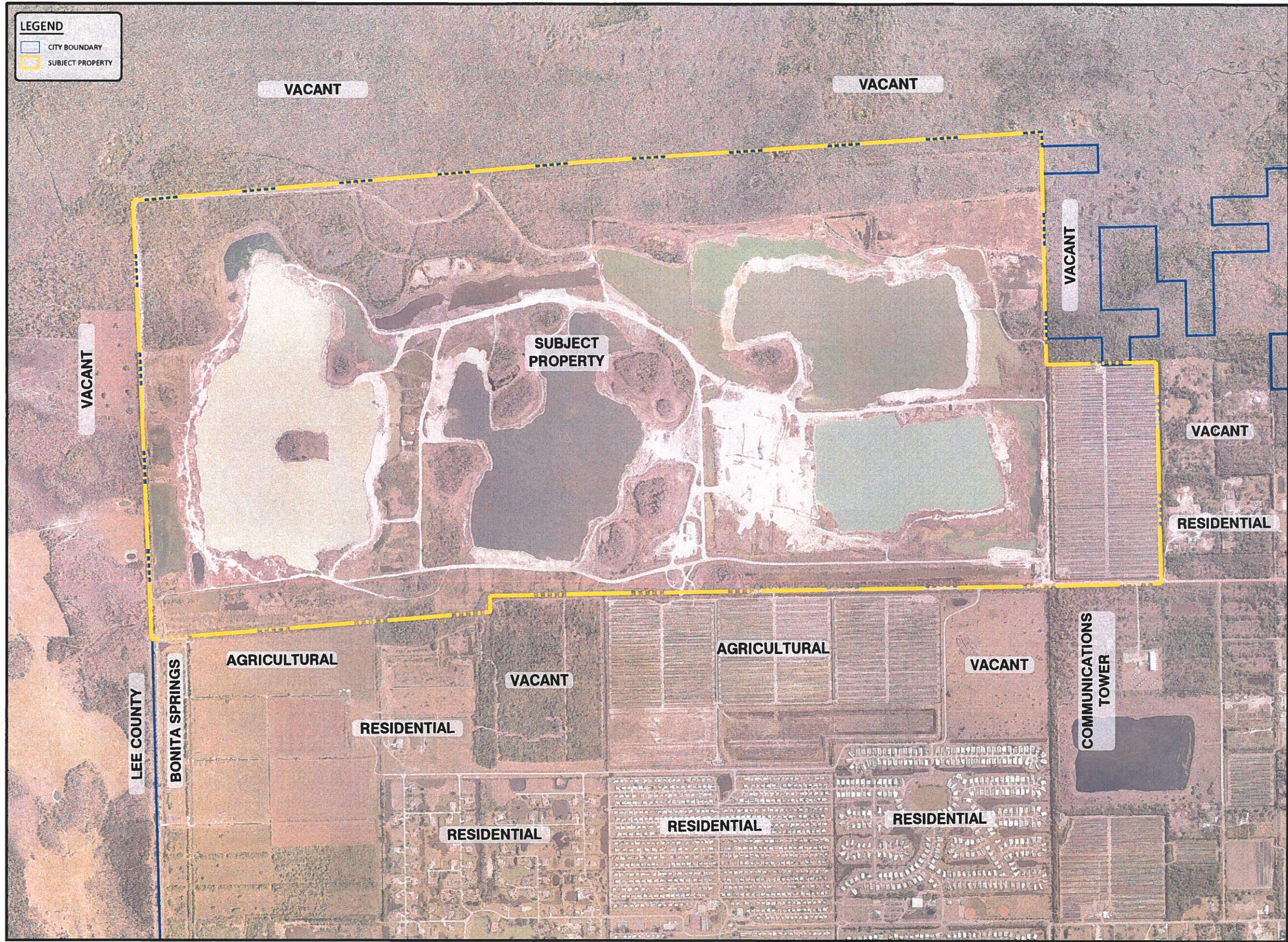


JOBFILE NUMBER: 16027-09

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LEGEND

- CITY BOUNDARY
- SUBJECT PROPERTY



PROJECT:
**BONITA GRANDE
RESIDENTIAL PLANNED
DEVELOPMENT**

LOCATION:
BONITA SPRINGS, FLORIDA
S 17 & 20, T 47 S, R 26 E

CLIENT:
BG MINE, LLC

CONSULTANT

**MORRIS
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Tallahassee, Florida 32301
Tel: 904.337.7341

Destin 5277 Highway 98
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Tel: 904.337.7341

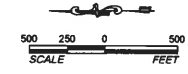
RECEIVED
CITY OF BONITA SPRINGS
MAY 22 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

REVISIONS	DATE

PROJECT MANAGER: MWM
DRAWING BY: CJV
JURISDICTION: BONITA SPRINGS
DATE: 5/15/2020
SHEET TITLE: SURROUNDING USES
MAP Exhibit II-F-3
SHEET NUMBER: C-103
SCALE: 1"=500'
JOBFILE NUMBER: 16027-09

SECTION 17, 20, and 29
TOWNSHIP 47 S
RANGE 20 E

II-F-4



December 16, 2019 8:46:21 a.m.
Drawing: 191000000000000000

BDEXBENDER
ENVIRONMENTAL CONSULTING
P.O. BOX 239-344-386

Bonita Grande Aggregates

Vegetation Map



RECEIVED
CITY OF BONITA SPRINGS

MAY 22 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

FLUCCS	Description	Acreage
183	Rock Quarries	883.71 ac.
214	Row Crops	70.36 ac.
320	Shrub and Brushland	13.21 ac.
411	Pine Flatwoods	34.05 ac.
510D	Ditches	1.33 ac.
621	Cypress	125.78 ac.
624	Cypress - Pine	93.73 ac.
625	Hydric Pine Flatwoods	1.88 ac.
631	Wetland Shrub	1.01 ac.
641	Freshwater Marshes	111.88 ac.
643	Wet Prairies	2.37 ac.
740	Disturbed Land	2.86 ac.
814	Roads and Highways	0.33 ac.
Total		1,342.60 ac.

Notes:
1. Property boundary provided by Morris-Depew.
2. Vegetation mapping updated in 2017.
3. Base aerial from in 2018.
4. Limits of jurisdictional wetlands approved by DEP permit.

SHEET
1 of 1