



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING AGENDA

May 17, 2023
9:00 a.m.

If you plan to address the City Council, please complete a “Public Comment Card” located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 4:00 p.m. on May 16, 2023.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact City Clerk Mike Sheffield by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor’s Welcome
7. Public Comment on Agenda Items
8. Zoning and Land Use Items:
 - A. (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO INCLUDE 24 MULTI-FAMILY UNITS AS THE PRINCIPAL USE

OF THE PROPERTY, AND TO ADD ONE DEVIATION; LOCATED AT 04-48-25-B1-00002.000A, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-05-115)

9. Consent Agenda:

- A. Approval of the May 3rd Draft City Council Meeting Minutes
- B. Approve the Sovereignty Submerged Land Lease Renewal with Florida Department of environmental Protection (FDEP) for the Riverside Park Canoe and Kayak Launch (BOT No. 361095875) (Green Sheet No. 23-05-100)
- C. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-05-102)
- D. Approve Purchase Agreement Amendment #2 for the Voluntary Home Buyout Program extending the agreement expiration date from May 31, 2023 to June 30, 2023. (Green Sheet No. 23-05-103)
- E. Approve a purchase agreement to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program (Green Sheet No. 23-05-104)
- F. Approve an Agreement of Exchange of Real Property (Section 1031 of the Internal Revenue Code and the Treasury Regulations) for duplex purchase in the Voluntary Home Buyout Program (Green Sheet No. 23-05-105)
- G. Approve a Right-of-Entry Agreement with Lee County to conduct geotechnical and archaeological inspections on County owned properties for the Quinn/Downs/Dean Neighborhood Infrastructure Project (Green Sheet No. 23-05-106)
- H. Approve two special event permits for the City's "STAR-SPANGLED BONITA" event and the Bonita Springs Professional Firefighters Local 3444's parade at Riverside Park on Tuesday, July 4, 2023, with temporary road closures of portions of Old 41. (Green Sheet No. 23-05-108)
- Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items:

- A. Discussion regarding a request for permit coordination with West Coast Inlet Navigation District (WCIND) for the maintenance dredging of Week's Fish Camp Marina Access Channel. (Green Sheet No. 23-05-112)

11. Public Hearing:

- A. (First Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND SEC. 4-1052-BACKYARD HENS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE. (Green Sheet No. 23-05-107)

12. City Attorney’s Items:

- A. Continue the adoption of an ordinance approving the Petition of Bonita Springs Utilities, Inc., to Approve Special Service Charges for Sun Village Estates and the Lakes of San Souci. (Green Sheet No. 23-05-113)
- B. Adopt a resolution that provides the Bonita Springs City Council’s notice and consent to the Lee County Board County Commissioners for the establishment of the Saltleaf Community Development District within the municipal boundaries of Bonita Springs (Green Sheet No. 23-05-110)

13. City Manager’s Items:

- A. Discussion regarding the City’s proposed project for the Hazard Mitigation Grant Program (HMGP) for Hurricane Ian. (Green Sheet No. 23-05-111)
- B. Presentation and review of the March Financial Report. (Green Sheet No. 23-05-101)
- C. Update regarding Hurricane Ian recovery

14. Mayor and Council Member Reports

15. Public Comment

16. Adjournment

REQUESTED MOTION: (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO INCLUDE 24 MULTI-FAMILY UNITS AS THE PRINCIPAL USE OF THE PROPERTY, AND TO ADD ONE DEVIATION; LOCATED AT 04-48-25-B1-00002.000A, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mike Fiigon II, Senior Planner, Community Development

AGENDA: First reading of a Zoning Ordinance

STRATEGIC PRIORITY:

BACKGROUND: The request is to amend Zoning Ordinance 19-03 to allow 24 multi-family units as the principal use of the property, and to add one (1) deviation. The original intended use of the property per Ordinance 19-03 is a 92-bed assisted living facility (ALF). The ALF was never constructed, and this amendment proposes to remove the ALF use and replace it with 24 multi-family units, spread out over three buildings. Additionally, there is a request to add one (1) deviation related to the placement of a wall and landscaping. The deviation has to do with the proposed location of the wall.

The Zoning Board heard the case on April 18, 2023, and recommended approval of the amendment and the deviation request.

STAFF RECOMMENDATION: Move to the Second Reading and Public Hearing

ATTACHMENTS:

1. Draft Zoning Ordinance

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	John Dulmer

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 23 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO INCLUDE 24 MULTI-FAMILY UNITS AS THE PRINCIPAL USE OF THE PROPERTY, AND TO ADD ONE DEVIATION; LOCATED AT 04-48-25-B1-00002.000A, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, SRG Vanderbilt, LLC, has filed an application to request to amend an existing residential planned development (RPD) remove the previously approved 92-bed assisted living facility and add 24 multi-family units, and one (1) deviation;

WHEREAS, the subject property is located on the east side of Vanderbilt Driver south of Via Del Rey adjacent to the First Baptist Church of Bonita Springs, and is described more particularly as:

“See Exhibit A”

WHEREAS, a Public Hearing was advertised and heard on April 18, 2023, by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”) on Case PD22-94289-BOS, which considered the evidence available and recommended approval after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City, and the testimony of all interested parties. The April 18, 2023 Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing, as part of the City Council hearing record, are on file with the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonita Springs, Florida:

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to amend the existing RPD Ordinance 19-03 to allow a 24 multi-family units as principal use and removing the previous 92-bed assisted living facility, subject to the following uses, conditions and deviations with additions reflected in underlined language and deletions through use of ~~strikethroughs~~:

Conditions:

1. The project should be generally consistent with the Master Concept Plan attached hereto as Exhibit “B”~~dated April 2019 and titled “The Coastal Cottages RPD” prepared by Q. Grady Minor and Associates, P.A., and attached hereto (Exhibit “B”).~~

2. The Schedule of Uses are as follows:

Accessory Uses and Structures
Administrative Offices
~~Assisted Living Facilities, group housing for seniors, including independent, dependent, and memory care beds~~
Carports/Garages
Dwelling Units: Multi-Family
~~Community Gardens~~
Entrance Gates
Essential Service Facilities
Excavation, Water Retention
Fences and Walls
~~Food and Beverage Services, Limited~~
Parking Lot Accessory
Recreation Facilities, Personal
Signs Per LDC
~~Staff Guest Quarters~~

3. The Development Regulations are as follows:

Minimum Lot Area and Dimensions: N/A

Minimum Setbacks:	Principal Structure	Accessory
Vanderbilt Drive (west)	50 <u>75</u> feet	45 feet
Mango Road (east)	20 <u>40</u> feet	15 feet
North	20 <u>40</u> feet	15 feet
South	30 <u>50</u> feet	30 <u>40</u> feet
Maximum Building Height:	30 <u>35</u> feet	30 feet
Minimum Building Separation:	40 <u>20</u> feet	
Minimum Open Space:	40 percent	

4. Additional Conditions – At the time of local development order, the Applicant shall 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 9.3.3 of the Conservation/Coastal Management Element of the City's Comprehensive Plan, which states that an additional fifty (50) percent water quality is required over the already required South Florida Water Management District water quality.
- 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. Provide an Interconnected Pond and Channel Routing (ICPR) Model. The 100-year 24 hour 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.
- c. Drainage impediments identified during the modeling process must be addressed in the drainage plan.
- d. Landscaping – Some of the buffers widths shown on the Master Concept Plan are greater than the LDC minimum. These are a condition of approval.
- e. Coordinate with, and provide documentation from, Collier County regarding the connection to Vanderbilt Drive.
- f. This is an archaeological sensitive area. A Certificate to Dig is required prior to the commencement of any on-site development.
- g. A separate site permit is required for the portions of the sidewalk and roadway shown on the Master Concept Plan that are located on the CHURCH parcel.
- h. Roof gutters are required as part of the drainage plan.
- i. All handicap spaces must have direct pedestrian access to the building and comply with ADA Standards 206 Accessible Route.
- j. This 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 no a guarantee of future approvals.

Deviations:

1. Deviation from LDC Section 3-291. Requiring intersection separations to be a minimum 330 feet, to allow a 275' separation consistent with existing conditions along Vanderbilt Drive.
2. A deviation from LDC 3-418(d)(6) which indicates that if roads, drives, or parking areas are located less than 125 feet from an existing residential subdivision or residential lots, a solid wall or combination berm and solid wall note less than eight feet in eight must be

constructed not less than 25 feet from the abutting property and landscaped (with a minimum of five trees and 18 shrubs per 100 lineal feet, to instead allow the required wall to be located 20 feet from the property line.

SECTION TWO: FINDINGS AND CONCLUSIONS

Based upon an analysis of the application and the standards for approval of a planned development rezone, the City Council makes the following findings and conclusions:

The Applicant has proven entitlement to the rezoning by demonstrating compliance with the Bonita Springs Comprehensive Plan, the Land Development Code, and other applicable codes and regulations.

SECTION THREE: INCORPORATION OF RECORD

City Council of Bonita Springs hereby adopts and incorporates into this ordinance the record hearing exhibits and attachments considered as part of the application as follows:

EXHIBITS:

- A. Legal Description and Sketch of the Subject Property
- B. The Grove Master Concept Plan

ATTACHMENTS:

- A. Background and Informational Analysis
- B. City of Bonita Springs Zoning Ordinance 19-03
- C. Application Backup

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 7th day of June, 2023.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Fullick

Corrie
Bogacz
Steinmeyer

Date filed with City Clerk: _____



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

BONITA SPRINGS CITY COUNCIL MEETING MINUTES

May 3, 2023

5:30 p.m.

1. Call to Order

Mayor Rick Steinmeyer called the meeting to order at 5:30 p.m.

2. Invocation

Invocation provided by Rev. Susan Fannon, Springs of Bonita Church.

3. Pledge of Allegiance

Mayor Steinmeyer led the Pledge of Allegiance.

4. Roll Call

(Clerk's Note – Roll call for attendance occurred simultaneously with the roll call vote for Approval of the Agenda - Item 5)

Present 7

Mayor Steinmeyer, Council Member Bogacz, Council Member Purdon, Council Member Carr, Council Member Corrie, Council Member Fullick, Council Member Forbes

Absent 0

5. Approval of Agenda

Mayor Steinmeyer recommended a change to the order in which agenda items will be heard, in consideration of the many members of the public present for Agenda Item 9 - Proclamations and Presentations. He suggested that the Council hear Item 9 ahead of Item 8 - Zoning and Land Use Items. Council Member Corrie motioned to make the change recommended by the Mayor, Council Member Fullick seconded. A roll-call vote was taken by the Clerk; the motion carried 7-0.

6. Mayor's Welcome

7. Public Comment on Agenda Items

Kyle Moran - Thanked Council Members and staff for all their efforts.

8. Proclamations and Presentations: (Formerly Item 9 – Moved per Council approval)

- A. Presentation to the Bonita Springs Charter School Arbor Day Poster Contest Winners (Green Sheet No. 23-05-097)

Mayor Steinmeyer called forth the winning students. Each student introduced themselves and briefly described their poster. Mayor Steinmeyer and Council Members thanked the students and the teachers/staff of Bonita Springs Charter School for their participation.

- B. Presentation of Proclamation to members of the Lee County Sheriff's Office Community Policing Unit to recognize the week of May 14-20, 2023, as National Police Week in the City of Bonita Springs.

Mayor Steinmeyer called forth the members of Lee County Sheriff's Office Bonita Springs Community Policing Unit. The City Clerk read the proclamation aloud. Council Member Purdon expressed appreciation to the Community Policing Team and Captain Blake Lee thanked the Mayor and Council for the honor.

9. Zoning and Land Use Items: (Formerly Item 8 – Moved per Council approval)

- A. (SECOND READING AND PUBLIC HEARING) A REQUEST TO AMEND ZONING ORDINANCE 16-07 FOR THE OAKLAND COMMERCIAL PLANNED DEVELOPMENT, WITH THE ADDITION OF A MASTER CONCEPT PLAN, AMENDED CONDITIONS AND AN AMENDED SCHEDULE OF USES; LOCATED AT 27971 OAKLAND DRIVE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 23-05-094)

City Attorney Rooney administered the oath to those who intended to give testimony. Clerk Sheffield read the Ordinance title into the record. Mary Zizzo provided the staff presentation and Stacy Hewett with Banks Engineering presented for the applicant.

*Mayor Steinmeyer called for public comments; seeing none, Mayor Steinmeyer motioned to approve; Council Member Forbes seconded. The Clerk called the roll; the motion carried by a vote of 6-1 (Council Member Carrie opposed). **Ordinance 2023-04 Adopted***

- B. A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION REQUEST TO ALLOW A CONDOMINIUM WAREHOUSE, PUBLIC USE FACILITY ON A PROPERTY LOCATED WITHIN THE COMMERCIAL ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY, PURSUANT TO LDC 4-898; LOCATED AT 28010/020 PERFORMANCE LANE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-05-091)

City Attorney Rooney administered the oath to those who intended to give testimony. Mary Zizzo provided the staff presentation. Mayor Steinmeyer called for public comment; seeing

*none, Council Member Carr motioned to approve; Council Member Purdon seconded. The Clerk called the roll; the motion carried unanimously. **Resolution 2023-36 Approved***

10. Consent Agenda:

Council Member Carr motioned to approve; Council Member Forbes seconded. The motion carried unanimously.

- A. Approval of the March 15, 2023 Draft City Council Meeting Minutes; and March 15, 2023 Draft City Council Workshop Minutes and April 19, 2023 Draft City Council Meeting Minutes
- B. Approve the award of the Old 41 Road & Strike Lane Signalization & Sidewalk Improvements Project RFB 22-14 to the lowest responsive, responsible bidder, Coastal Concrete in the amount of \$985,697.50 for signalization, and \$252,725.00 for sidewalk improvements upon approval of all documentation and adopt Budget Transfer Resolution. (Green Sheet No. 23-05-085)
- C. Approval of a resolution appointing two members to the Veterans Advisory Committee; and providing an effective date. (Green Sheet No. 23-05-086)
- D. Confirm and ratify Executive Order 23-01 and Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-05-087)
- E. Approve Fourteenth Addendum to the Second Agreement for Law Enforcement Services to implement funding for two additional deputies for the LCSO Community Policing Unit in Bonita Springs. (Green Sheet No. 23-05-093)
- F. Approve the special event permit for the Memorial Day Service and temporary road closure of Old US 41 Road from Wilson Street to Ragsdale Street for the duration of the service on Monday, May 29, 2023. (Green Sheet 23-05-095)
- Opportunity for City Council Comments on Consent Agenda

11. Mayor and Council Member Items:

- A. Discussion regarding direction to staff to draft a policy regarding fatality memorials in public right of ways. (Green Sheet No. 23-05-096)

Council Member Forbes asked staff to review options for implementing an appropriate time-limit on fatality memorials placed along the roadside. City Manager Hunter and City Attorney Rooney will review policies in place in other jurisdictions and provide an update.

12. Public Hearing:

- A. SECOND READING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AMENDING THE BONITA SPRINGS CITY CODE, CHAPTER 40 – TRAFFIC AND MOTOR VEHICLES, AND CREATING A NEW ARTICLE IV – LIMITATIONS ON THRU TRUCK TRAFFIC; PROVIDING CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, AND AN EFFECTIVE DATE. (Green Sheet No. 23-05-092)

The Clerk read the Ordinance title into the record. Mayor Steinmeyer stated that Council has received several written comments in support of approval. He called for public comment; seeing none, Mayor Steinmeyer motioned to approve; Council Member Carr seconded. The Clerk called the roll; the motion carried unanimously.

Ordinance 2023-03 Adopted

- B. SECOND READING AND PUBLIC HEARING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND SEC. 4-555 – USE REGULATIONS TABLE AND 4-556 – PROPERTY DEVELOPMENT REGULATIONS TABLE WITHIN THE MOBILE HOME RESIDENTIAL DISTRICT, SEC. 4-866 – GENERAL PROVISIONS AND SEC. 4-872 – STOREFRONTS AND SIGNAGE FOR THE DOWNTOWN FORM-BASED CODE, AND SEC. 4-898 – PERMITTED USES AND SEC. 4-899 – SITE DESIGN STANDARDS WITHIN THE BONITA BEACH ROAD CORRIDOR OVERLAY DISTRICT; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE. (Green Sheet No. 23-05-089)

Clerk Sheffield read the Ordinance title into the record. Jacqueline Genson, speaking for staff, presented the item. Council Member Carr motioned to approve; seconded by Council Member Forbes. Mayor Steinmeyer called for public comments; seeing none, the Mayor requested the Clerk call the roll; the motion carried unanimously.

Ordinance 2023-02 Adopted

- C. An Ordinance of the City of Bonita Springs approving the Petition of Bonita Springs Utilities, Inc., to Approve Special Service Charges for Sun Village Estates and the Lakes of San Souci and providing for an effective date. (Green Sheet No. 23-05-088)

Clerk Sheffield read the Ordinance title into the record. Mayor Steinmeyer motioned to move to second reading; Council Member Corrie seconded. The Clerk called the roll; the motion carried by a vote of 6-1 (Council Member Purdon opposed).

13. City Attorney's Items:

- A. Approve an easement exchange agreement with Bonita Cypress, LLC relocated Orr Road on a property on the northeast corner of Bonita Beach Road and Interstate 75. (Green Sheet No. 23-05-099)

City Attorney Rooney summarized the item. No members of the public provided public comment. Council Member Forbes motioned to approve; Council Member Carr seconded. The Clerk called the roll; the motion carried unanimously.

14. City Manager's Items:

- A. Consider a special event application from the Springs Church to conduct a church service in Riverside Park from 6:00 pm to 7:00 pm on Christmas Eve. (Green Sheet No. 23-05-090)

Mayor Steinmeyer motioned to approve; Council Member Carr seconded. The Clerk called the roll; the motion carried unanimously.

- B. Provide direction to Staff regarding updates to the City's Wireless Facilities regulations in the Land Development Code. (Green Sheet No. 23-05-098)

Community Development Director John Dulmer provided an overview of the City's existing cell tower regulations including allowable tower height. Council provided guidance to Director Dulmer to bring-back proposed changes to the ordinance (LDC-Chapt 4) for Council consideration.

- C. Update regarding Hurricane Ian recovery

Community Development Director John Dulmer presented a report that included monthly trends with permit activity (Report on file in the City Clerk's Office)

City Manager Hunter informed Council that the Lee County Recovery Task Force has asked municipalities to submit a list of projects that qualify for hurricane recovery funding from the \$1.1 billion in CDBG-DR funds that were allocated to the County. The Recovery Task Force was tasked by the Lee County Board of Commissioners with developing the plan for the use of the funds. Council members agreed to hold a workshop immediately following the May 17th regular City Council meeting to prioritize and develop a list of projects to submit.

15. Mayor and Council Member Reports

Council Member Carr - Thanked Congressman Donalds for providing the opportunity for staff to participate in the recently held FEMA workshop.

Council Member Bogacz - Provided an update from the Fire District, stating the District received a grant from the Florida Division of Emergency Management for two new weather stations, and Fire Station Seven repairs are progressing.

Council Member Corrie - Asked and received agreement from Council to direct staff with developing a plan for applying the newly adopted Through Truck Ordinance to the downtown district, to be presented to Council no later than the first meeting in June. Council Member Corrie also distributed a report from the Technology Advisory Board regarding EV Batteries (on file in the Clerk's office).

Council Member Fullick - Thanked Council for approving the initiatives for a more solemn Memorial Day Service, and he introduced the newly appointed members to the Veterans Advisory Committee. He also distributed a list of informative bullet points regarding the City's hurricane recovery efforts that he recently presented to the Downtown Business Alliance (on file in the Clerk's Office).

Council Member Forbes - Stated that the city should think big when considering projects for CDBG-DR funds.

Council Member Purdon – Stated that the Ordinance that imposes a limit on the number of hens that can be kept has not been reviewed in several years and may be outdated. He asked staff to review the ordinance and bring back update suggestions for council consideration.

16. Public Comment

Joe Gallagher - Spoke about the need for low-moderate income rental housing and expressed the need for a senior center.

Alex Grantt - Spoke about potential funding for the Sheriff's office to help control the proliferation of military style weapons.

17. Adjournment

There being no further business, the meeting adjourned at 7:20 p.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Rick Steinmeyer, Mayor

REQUESTED MOTION: Approve the Sovereignty Submerged Land Lease Renewal with Florida Department of Environmental Protection (FDEP) for the Riverside Park Canoe and Kayak Launch (BOT No. 361095875)

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

The State of Florida acquired title to sovereignty submerged lands on March 3, 1945, by virtue of statehood. Sovereignty submerged lands include all submerged lands, title to which is held by the Board of Trustees, (Governor and Cabinet) of the Internal Improvement Trust Fund. The City of Bonita Springs has several parcels where it has docks that are subject to a submerged land lease, including this property currently referred to as the Riverside parcel.

The City of Bonita Springs received from the Florida Department of Environmental Protection, the Submerged Land Lease Renewal of the Riverside Park property. The lease runs until March 22, 2028.

STAFF RECOMMENDATION: Approve the Sovereignty Submerged Land Lease renewal for the Riverside Park Canoe and Kayak Launch.

ATTACHMENTS:

1. Sovereignty Submerged Land Lease Renewal BOT No. 361095875
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Nicole Perino

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 47256
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 361095875

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Bonita Springs, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in
Section 35, Township 47 South, Range 25 East, in Imperial River,
Lee County, Florida, containing 1,779 square feet, more or less,
as is more particularly described and shown on Attachment A, dated June 25, 2019.

TO HAVE THE USE OF the hereinabove described premises from March 22, 2023, the effective date of this lease renewal, through March 22, 2028, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 6-slip (contains a 2-slip floating kayak launch platform) and a separate fishing pier/dock to be used exclusively for mooring of recreational vessels, launching of kayaks and for fishing in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Permit Exemption Verification and Letter of Consent Nos. 36-023104-001 and 002, dated April 7, 2016, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(32), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Bonita Springs, Florida
9101 Bonita Beach Road
Bonita Springs, Florida 34135

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Original Signature

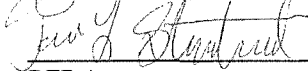
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



5/1/2023

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Bonita Springs, Florida (SEAL)

Original Signature

BY: _____

Original Signature of Executing Authority

Typed/Printed Name of Witness

Rick Steinmeyer

Typed/Printed Name of Executing Authority

Original Signature

Mayor

Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this
day of _____, 20____, by Rick Steinmeyer as Mayor, for and on behalf of City of Bonita Springs, Florida.
He is personally known to me or who has produced _____, as identification.

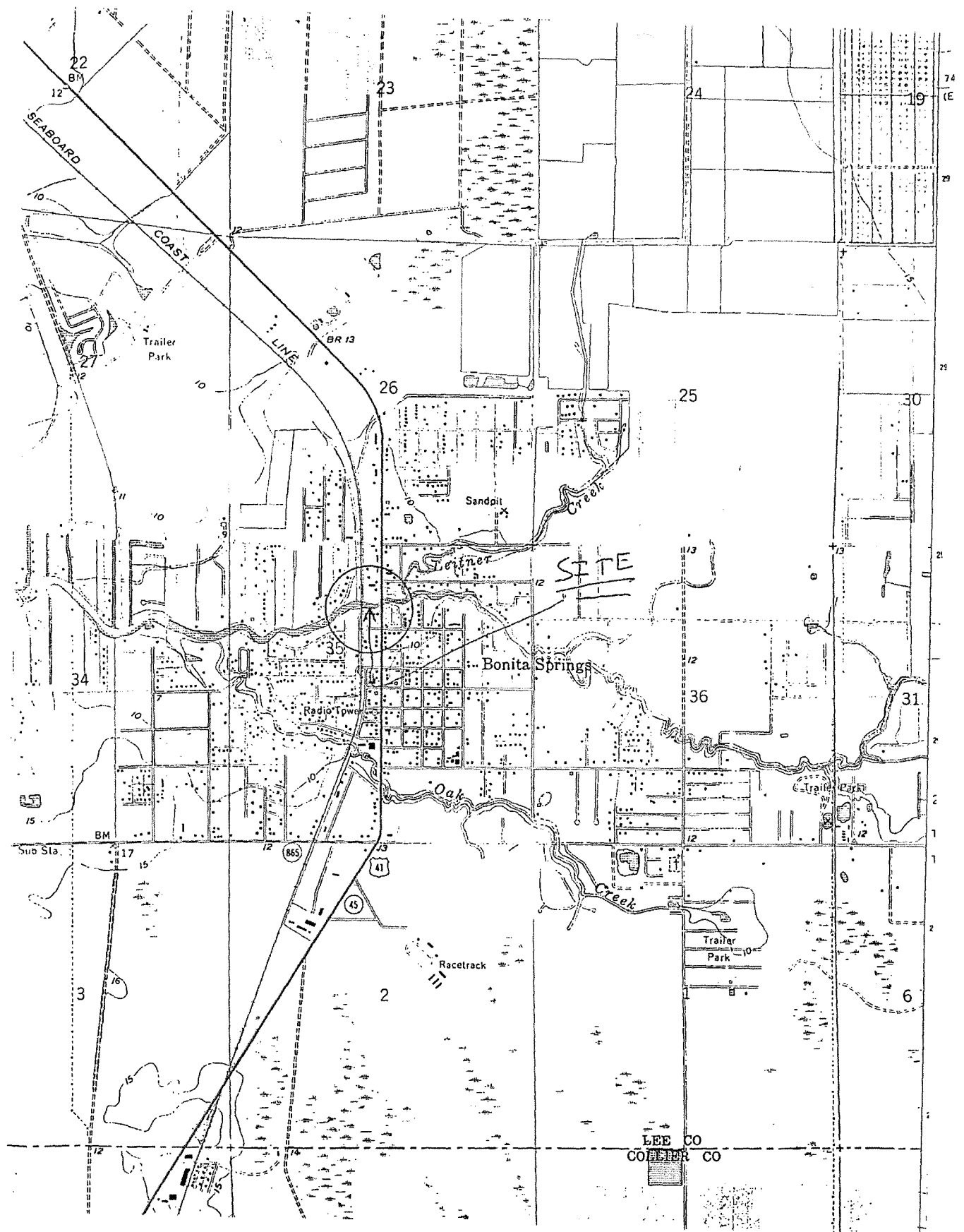
My Commission Expires:

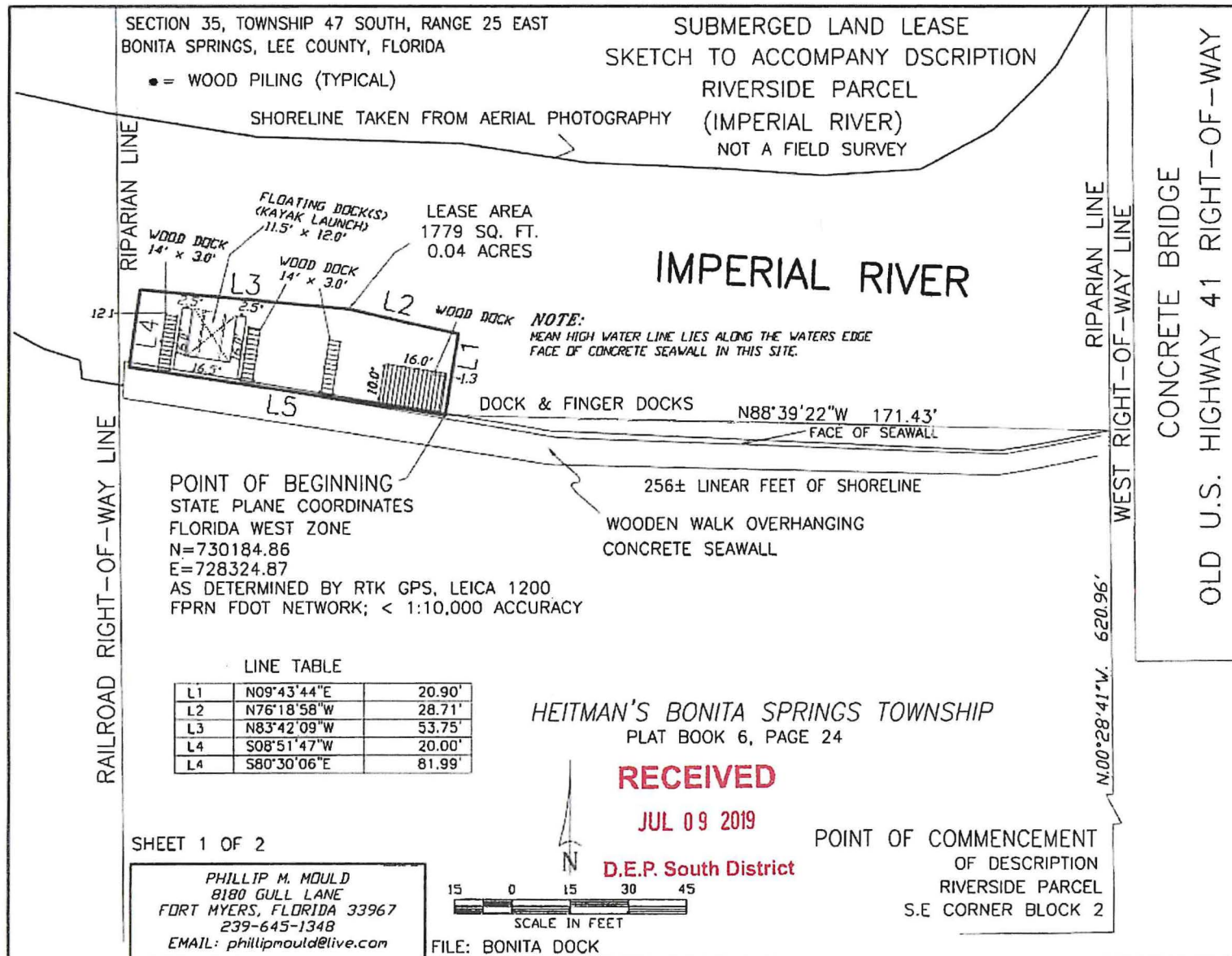
Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name





SUBMERGED LAND LEASE
BOUNDARY SURVEY
RIVERSIDE PARCEL
(IMPERIAL RIVER)

SECTION 35, TOWNSHIP 47 SOUTH, RANGE 25 EAST
BONITA SPRINGS, LEE COUNTY, FLORIDA

UPLAND PARCEL DESCRIPTION
(AS PROVIDED)
NOT A FIELD SURVEY

SHEET 2 OF 3

PHILLIP M. MOULD
8180 GULL LANE
FORT MYERS, FLORIDA 33967
239-645-1348
EMAIL: phillipmould@live.com

FILE: BONITA DOCK

UPLAND PARCEL DESCRIPTION

LANDS TO BE PURCHASED BY THE CITY
OF BONITA SPRINGS FROM JOHN WHITTLE

ALL THE LANDS LYING SOUTH OF THE IMPERIAL RIVER, BEING BOUND ON THE WEST BY THE EAST RIGHT-OF-WAY OF THE FORT MYERS SOUTHERN RAILROAD RIGHT-OF-WAY, ON THE EAST BY THE WEST RIGHT-OF-WAY OF TAMIAHI TRAIL (HEITMAN AVE.), ALL LYING NORTH OF THE NORTH RIGHT-OF-WAY OF SECOND STREET AND ITS WESTERLY PROJECTION TO THE RAILROAD RIGHT-OF-WAY, WHICH INCLUDES ALL OF THE FOLLOWING: BLOCK 1, AVENUE A, BLOCK 1, FIRST STREET, BLOCK 2, AND ALL OF FRONT STREET LYING NORTH OF SECOND STREET. ALL BEING SHOWN ON THE RECORDED PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE, RECORDED IN PLAT BOOK 6, PAGE 24, BEING THE SAME AS THE DESCRIPTION OF THE WARRANTY DEED RECORDED IN O.R. BOOK 2346 PAGE 457 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS AND EXCEPT

THAT PORTION BEING RETAINED BY JOHN WHITTLE WHICH IS DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 2, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF THE TAMIAHI TRAIL (HEITMAN AVENUE); THENCE WESTERLY PARALLEL WITH FIRST STREET ALONG THE COMMON LINE OF LOTS 2 AND 3 FOR 85.00 FEET; THENCE SOUTHERLY PARALLEL TO THE WEST RIGHT-OF-WAY OF SAID TAMIAHI TRAIL CROSSING THROUGH LOTS 3, 4, AND 5 FOR 74.00 FEET; THENCE WESTERLY PARALLEL WITH SAID FIRST STREET 21.00 FEET TO A POINT IN A VACATED ALLEY; THENCE SOUTHERLY PARALLEL WITH SAID WEST RIGHT-OF-WAY 61.00 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SECOND STREET LEAVING SAID ALLEY FOR 58.00 FEET; THENCE SOUTHERLY PARALLEL TO THE TAMIAHI TRAIL CROSSING THROUGH THE SOUTH 15.00 FEET OF LOT 17 AND ALL OF LOTS 16, 15, 14, AND 13 TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF SECOND STREET BEING A 100 FOOT WIDE STREET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY OF SECOND STREET 65.00 FEET TO THE SOUTHEAST CORNER OF A 15 FOOT VACATED ALLEY; THENCE NORTHERLY PARALLEL WITH THE WEST RIGHT-OF-WAY OF THE TAMIAHI TRAIL ALONG THE WEST LINES OF LOTS 11 AND 12, 50.00 FEET; THENCE EASTERLY ALONG THE COMMON LINE OF LOTS 10 AND 11 PARALLEL TO SECOND STREET FOR 100 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF AFORESAID TAMIAHI TRAIL; THENCE NORTHERLY ALONG THE WEST RIGHT-OF-WAY OF TAMIAHI TRAIL FOR 200 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. LESS AND EXCEPT THE SOUTH 100 FEET OF THAT NORTH/SOUTH ALLEY LYING IN BLOCK 2, WHICH APPEARS TO BE A NON-VACATED ALLEY. ALL LANDS CONTAINED WITHIN SAID BLOCK 2 OF THAT RECORDED PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE RECORDED IN PLAT BOOK 6, PAGE 24 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, CONTAINING 4.57 ACRES.

ALSO LESS AND EXCEPT

LANDS OWNED BY OTHERS

ALL OF LOTS 11 AND 12, BLOCK 2, OF THE PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE AS RECORDED IN PLAT BOOK 6, PAGE 24, OF THE PUBLIC RECORDS OF THE LEE COUNTY, FLORIDA.

SUBMERGED LAND LEASE
DESCRIPTION TO ACCOMPANY SKETCH
RIVERSIDE PARCEL (IMPERIAL RIVER)

SECTION 35, TOWNSHIP 47 SOUTH, RANGE 25 EAST
BONITA SPRINGS, LEE COUNTY, FLORIDA

SUBMERGED LAND DESCRIPTION
(AS PROVIDED) (LEASE AREA)

NOT A FIELD SURVEY

DESCRIPTION RIVERSIDE PARCEL:

A TRACT OR PARCEL OF SUBMERGED LAND LYING WITHIN THE IMPERIAL RIVER LOCATED IN SECTION 35, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 2, HEITMAN'S BONITA SPRINGS TOWNSHIP AS RECORDED IN PLAT BOOK 6 AT PAGE 24 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N00°28'41"W. FOR A DISTANCE OF 620.96 FEET TO A POINT OF INTERSECTION OF THE EXTENSION OF THE NORTH FACE OF A SEAWALL LYING ALONG THE IMPERIAL RIVER AND THE WEST RIGHT-OF-WAY LINE OF OLD U.S. 41 HIGHWAY 41 THENCE N88°39'22"W. FOR A DISTANCE OF 171.43 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE N09°43'44"E. FOR DISTANCE OF 20.90 FEET; THENCE N76°18'58"W. FOR A DISTANCE OF 28.71 FEET; THENCE N83°42'09"W. FOR A DISTANCE OF 53.75 FEET; THENCE S08°51'47"W. FOR A DISTANCE OF 20.00 FEET; THENCE S80°30'06"E. FOR A DISTANCE OF 81.99 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS AN AREA OF 1779 SQUARE FEET, 0.04 ACRES, MORE OR LESS.

SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE WEST LINE OF OLD U.S. 41 AS BEING "ASSUMED" AS N00°28'41"W.
2. FIELD NOTES IN 2019 FILE, "BONITA DOCK."
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
7. THIS MAP/PLAT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.

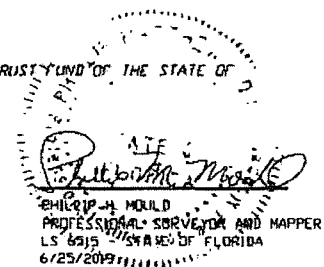
THIS SKETCH IS CERTIFIED TO:
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA
CITY OF BONITA SPRINGS, FLORIDA,

SHEET 3 OF 3

PHILLIP M. MOULD
8180 GULL LANE
FORT MYERS, FLORIDA 33967
239-645-1348
EMAIL: phillipmould@live.com

FILE: BONITA DOCK

NOT A FIELD SURVEY



FIELDBOOK	PAGE	DATE <u>2-1-01</u>	SECTION <u>35</u>	TWP <u>47S</u>	RGE <u>25E</u>
NORTH ARROW ↑	FOUNDATION LOCATION DATE		FIELDBOOK	PAGE	
	LEGAL DESCRIPTION (AS PROVIDED BY CLIENT)				
SCALE 1" = 100'	LEGEND SET CONC MON W/ CAP 1/2" DIA SET IRON PIN W/ CAP 1/2" DIA PG CONC MON W/ CAP PG IRON PIN W/ CAP PG CONC MON PG IRON PIN ARROWED ELEVATION BENCHMARK RECORDED MEASURED CONT REVERSE SIDE FINAL SURVEY DATE				
LANDS TO BE PURCHASED BY THE CITY OF BONITA SPRINGS FROM JOHN WHITTLE					
ALL THE LANDS LYING SOUTH OF THE IMPERIAL RIVER, BEING BOUND ON THE WEST BY THE EAST RIGHT-OF-WAY OF THE FORT MYERS SOUTHERN RAILROAD RIGHT-OF-WAY, ON THE EAST BY THE WEST RIGHT-OF-WAY OF TAMIAMI TRAIL (HEITMAN AVE.), ALL LYING NORTH OF THE NORTH RIGHT-OF-WAY OF SECOND STREET AND ITS WESTERLY PROJECTION TO THE RAILROAD RIGHT-OF-WAY, WHICH INCLUDES ALL OF THE FOLLOWING: BLOCK A, AVENUE A, BLOCK 1, FIRST STREET, BLOCK 2, AND ALL OF FRONT STREET LYING NORTH OF SECOND STREET. ALL BEING SHOWN ON THE RECORDED PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE, RECORDED IN PLAT BOOK 6, PAGE 24, BEING THE SAME AS THE DESCRIPTION OF THE WARRANTY DEED RECORDED IN O.R. BOOK 2346 PAGE 457 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.					
LESS AND EXCEPT THAT PORTION BEING RETAINED BY JOHN WHITTLE WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 2, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF THE TAMIAMI TRAIL (HEITMAN AVENUE); THENCE WESTERLY PARALLEL WITH FIRST STREET ALONG THE COMMON LINE OF LOTS 2 AND 3 FOR 85.00 FEET; THENCE SOUTHERLY PARALLEL TO THE WEST RIGHT-OF-WAY OF SAID TAMIAMI TRAIL CROSSING THROUGH LOTS 3, 4, AND 5 FOR 74.00 FEET; THENCE WESTERLY PARALLEL WITH SAID FIRST STREET 21.00 FEET TO A POINT IN A VACATED ALLEY; THENCE SOUTHERLY PARALLEL WITH SAID WEST RIGHT-OF-WAY 61.00 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SECOND STREET LEAVING SAID ALLEY FOR 58.00 FEET; THENCE SOUTHERLY PARALLEL TO THE TAMIAMI TRAIL CROSSING THROUGH THE SOUTH 15.00 FEET OF LOT 17 AND ALL OF LOTS 16, 15, 14, AND 13 TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF SECOND STREET BEING A 100 FOOT WIDE STREET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY OF SECOND STREET 65.00 FEET TO THE SOUTHEAST CORNER OF A 15 FOOT VACATED ALLEY; THENCE NORTHERLY PARALLEL WITH THE WEST RIGHT-OF-WAY OF THE TAMIAMI TRAIL ALONG THE WEST LINES OF LOTS 11 AND 12, 50.00 FEET; THENCE EASTERLY ALONG THE COMMON LINE OF LOTS 10 AND 11 PARALLEL TO SECOND STREET FOR 100 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF AFORESAID TAMIAMI TRAIL; THENCE NORTHERLY ALONG THE WEST RIGHT-OF-WAY OF TAMIAMI TRAIL FOR 200 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. LESS AND EXCEPT THE SOUTH 100 FEET OF THAT NORTH/SOUTH ALLEY LYING IN BLOCK 2, WHICH APPEARS TO BE A NON-VACATED ALLEY. ALL LANDS CONTAINED WITHIN SAID BLOCK 2 OF THAT RECORDED PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE RECORDED IN PLAT BOOK 6, PAGE 24 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, CONTAINING ± .57 ACRES. ALSO LESS AND EXCEPT LANDS OWNED BY OTHERS ALL OF LOTS 11 and 12, BLOCK 2, OF THE PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE AS RECORDED IN PLAT BOOK 6, PAGE 24, OF THE PUBLIC RECORDS OF THE LEE COUNTY, FLORIDA.					
NOTES 1. REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. 2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. 3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED. 4. BEARINGS SHOWN HEREON ARE BASED ON <u>N.T.</u> 5. THIS PROPERTY LIES IN FLOOD ZONE <u>AE</u> PER F.L.R.M. PANEL NO. <u>125124-0510DE</u> DATED <u>7-20-98</u> 6. LAST DATE OF FIELDWORK			CERTIFICATE I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Rule 61G17 - 8 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon. <u>Mark O. Allen</u> P.L.S. MARK O. ALLEN P.L.S. # 3553		
FAX 992-6070 TELE: 992-8900			MARK O. ALLEN, INC. PROFESSIONAL LAND SURVEYOR 26751 OLD U.S. 41 RD., S.E. BONITA SPRINGS, FLORIDA 33923		
DWN BY <u>MAA</u>	CHK'D BY <u>MAA</u>	ORDERED BY <u>CITY OF BONITA</u>		SHEET	OF

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statutes. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

At this time, it is appropriate for City Council to ratify the continued Local State of Emergency.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 23-32 issued on May 1, 2023
2. Resolution No. 23-35 issued on May 8, 2023

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-32

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

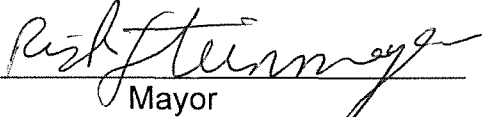
Section 1. The recitals above are hereby incorporated herein.

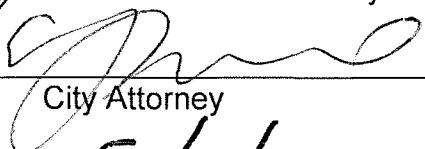
Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 1st day of May, 2023.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM: 
City Attorney

Date filed with City Clerk: 5/1/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-35

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 8th day of May, 2023.

AUTHENTICATION:

Rock Steenmayer Mike Nunez
Mayor City Clerk

APPROVED AS TO FORM: [Signature]
City Attorney

Date filed with City Clerk: 5/11/23

REQUESTED MOTION: Approve Purchase Agreement Amendment #2 for the Voluntary Home Buyout Program extending the agreement expiration date from May 31, 2023 to June 30, 2023.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management

BACKGROUND: The purchase agreement with the property owner was approved by City Council on January 18, 2023. Amendment 1 was approved on March 1, 2023 to extend the closing date from March 21, 2023 to May 31, 2023.

The tenants have had difficulty finding suitable housing, so the property owner is requesting an additional month to relocate their tenants. Amendment #2 extends the closing date from May 31, 2023 to June 30, 2023. All other terms and conditions remain in effect.

Staff has redacted the homeowner's names and addresses as outlined in Senate Bill (SB) 966 adopted during the 2020 legislative session. SB 966 provides an exemption from public records requirements for personal identifying information for the purpose of disaster recovery assistance from a presidentially declared disaster. These properties were affected as a result of Hurricane Irma in 2017. Once the property has been transferred to the City's ownership, the information will be made public.

STAFF RECOMMENDATION: Approve purchase agreement amendment #2.

ATTACHMENTS:

1. Amendment #2 for Contract No. 2022-008
2. Senate Bill 966

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney



**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

AMENDMENT TWO

AGREEMENT FOR PURCHASE

THIS SECOND AMENDMENT TO THE PURCHASE AGREEMENT made on _____, 2023, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] **husband and wife** (hereinafter referred to as "SELLER");

RECITALS:

WHEREAS, the BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by The BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED] **Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

[REDACTED] of an unrecorded subdivision known as [REDACTED] as identified in [REDACTED] (See Exhibit A for full metes and bounds description) and more commonly identified as: [REDACTED]
Bonita Springs, FL 34135

WHEREAS, the SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

WHEREAS, SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

In consideration of the matters described above, the mutual obligations set forth in this amendment, the Parties agree to amend the agreement as follows:

1. In accordance with the Expiration of Offer (Paragraph 14 of original agreement), this amendment shall extend the May 31, 2023 offer date to **11:59 o'clock PM (Eastern Standard Time) on June 30, 2023.**
2. All other terms and conditions of the Agreement remain the same.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

3. The Purchase Agreement fully executed on January 18, 2023 (BSC-23-01-003) marked as Exhibit 1 is made a part of this Amendment.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the Parties have executed this Amendment and the Bonita Springs City Council approved this Agreement on the ____ day of _____, 2023.

SELLER/ [REDACTED]

Signature

Date

SELLER/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit A

Legal Description

The East ½ of the following:

All that tract or parcel of land lying and being in the southwest ¼ of the Southeast ¼ of Section 36, Township 47 South Range 25 East, Lee County, Florida and being more particularly described as follows: Commencing at the Southwest corner of the Southeast ¼ of the above mentioned Section, Township and Range, run in a Northerly direction along the West Line of the Southeast 1/4 a distance of 789 feet to a Point; thence deflect an angle of 89° 42" to the Right in an Easterly direction, run a distance of 145 feet to the Place of Beginning; thence continue in an Easterly direction, a distance of 100 feet to a point; thence deflect and angle to the Left of 89° 42" in a Northerly direction, run a distance of 132 feet to a Point; thence deflect an angle to the Left of 90° 18" in a Westerly direction, run a distance of 100 feet to a Point; thence deflect an angle to the Left of 89° 42" in a Southerly direction, run a distance of 132 feet to the Place of Beginning.

Subject to an easement for ingress and egress over the Southerly 25 feet thereof.

The above-described property also known as Lot 176, Imperial Gates, an unrecorded subdivision.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

Attachment 1

Purchase Agreement

Contract #2022-008





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment 2

Amendment #1



2020966er

1
2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
7 disaster recovery assistance; authorizing access to
8 such records and information for certain purposes;
9 providing for future legislative review and repeal of
10 the exemption; providing a statement of public
11 necessity; providing an effective date.
12

13 Be It Enacted by the Legislature of the State of Florida:
14

15 Section 1. Paragraph (f) of subsection (5) of section
16 119.071, Florida Statutes, is amended to read:

17 119.071 General exemptions from inspection or copying of
18 public records.—

19 (5) OTHER PERSONAL INFORMATION.—

20 (f) 1. The following information held by the Department of
21 Economic Opportunity, the Florida Housing Finance Corporation, a
22 county, a municipality, or a local housing finance agency is
23 confidential and exempt from s. 119.07(1) and s. 24(a), Art. I
24 of the State Constitution:

25 a. Medical history records and information related to
26 health or property insurance provided to the Department of
27 Economic Opportunity, the Florida Housing Finance Corporation, a
28 county, a municipality, or a local housing finance agency by an
29 applicant for or a participant in a federal, state, or local

2020966er

housing assistance program ~~are confidential and exempt from s.~~
~~119.07(1) and s. 24(a), Art. I of the State Constitution.~~

b. Property photographs and personal identifying
information of an applicant for or a participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster.

2. Governmental entities or their agents shall have access
to such confidential and exempt records and information for the
purpose of auditing federal, state, or local housing programs or
housing assistance programs.

3. Such confidential and exempt records and information may
be used in any administrative or judicial proceeding, provided
such records are kept confidential and exempt unless otherwise
ordered by a court.

4. Sub-subparagraph 1.b. is subject to the Open Government
Sunset Review Act in accordance with s. 119.15 and shall stand
repealed on October 2, 2025, unless reviewed and saved from
repeal through reenactment by the Legislature.

Section 2. The Legislature finds that it is a public
necessity that property photographs and personal identifying
information of an applicant for or participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster, held by the Department of Economic Opportunity, the
Florida Housing Finance Corporation, a county, a municipality,
or a local housing finance agency, be made confidential and
exempt from s. 119.07(1), Florida Statutes, and s. 24(a),
Article I of the State Constitution. In response to a disaster,

2020966er

an agency, in an effort to determine damage and ascertain the estimated cost of rehabilitation, may conduct a property inspection to observe and record damage to the property. This information may be used to locate the damaged property and to identify and contact the property owner or tenant. Following a disaster, the people affected are vulnerable and frequently displaced due to the severely damaged and often uninhabitable condition of their residences. If released, property photographs and personal identifying information could be used by fraudulent contractors, predatory lenders, thieves, or individuals seeking to impose on the vulnerability of the distressed property owner or tenant following a disaster. Therefore, it is necessary that property photographs and personal identifying information be protected to ensure that those affected by a disaster are not harassed, intimidated, or potentially defrauded.

Section 3. This act shall take effect July 1, 2020.

REQUESTED MOTION: Approve a purchase agreement to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management and #4 Environmental Protection

BACKGROUND: The focus of the buyout program is to acquire properties in a Special Flood Hazard Area (SFHA) and in high-risk flood areas to help reduce the impact of future disasters. The program also assists property owners to relocate away from the threat of future flooding. The City is using federal U.S. Housing and Urban Development, Community Development Block Grant-Disaster Recovery (HUD CDBG-DR) funds to acquire parcels in the Quinn/Downs/Dean Neighborhood through the Voluntary Home Buyout Program (VHBP). Participants in this program must adhere to specific family income limits in order to qualify for the buyout.

The purchase agreement reflects current market value for the properties. Once the City closes on the properties, the structures will be demolished, and the land will remain vacant under the City's ownership in perpetuity. The lands may be used for stormwater improvements or passive open space.

Staff has redacted the homeowner's names and addresses as outlined in Senate Bill (SB) 966 adopted during the 2020 legislative session. SB 966 provides an exemption from public records requirements for personal identifying information for the purpose of disaster recovery assistance from a presidentially declared disaster. These properties were affected as a result of Hurricane Irma in 2017. Once the property has been transferred to the City's ownership the information will be made public.

STAFF RECOMMENDATION: Approve the purchase agreement for the Voluntary Home Buyout Program

ATTACHMENTS:

1. Purchase Agreement #2023-003
2. Senate Bill 966

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED], **husband and wife** (hereinafter referred to as "SELLERS"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by the BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLERS owns an improved property located at [REDACTED], **Bonita Springs, FL 34135** hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLERS acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLERS qualifies for the assistance being granted, and that the SELLERS understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLERS is not interested in selling their property, or if the SELLERS and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

SELLERS understands this is a voluntary transaction and that SELLERS is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

2. OFFER AND DESCRIPTION. BUYER agrees to buy, and SELLERS agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLERS' rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

The SELLERS agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

3. CONSIDERATION. The SELLERS acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is One Hundred Fifteen Thousand Dollars and Zero Cents (\$115,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement.

- a. The SELLERS agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
- b. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the City.
- c. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS is currently receiving funds for temporary housing from local, state, or federal sources as the Buyer will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.

4. PROGRAM INCENTIVE. The SELLERS willingly executed a Housing Replacement Assistance Waiver on November 22, 2022. By signing the waiver, the SELLERS has waived all rights to a housing replacement incentive. The waiver is Exhibit B.

5. CONTINGENCIES.

- a. SELLERS shall vacate the property within Ninety (90 days) from the date of this contract or by the settlement date, whichever is soonest. If SELLERS does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- b. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.

- c. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLERS acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, Buyer's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLERS's Transaction Costs include payoff fees. BUYER shall be responsible for Buyer's transaction costs and SELLERS's transaction costs. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS is represented by a realtor or attorney, the SELLERS is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLERS to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLERS expressly agree herein to furnish to the CITY any documents in SELLERS's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL, or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract.
10. ACKNOWLEDGEMENTS. The SELLERS acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLERS shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLERS.
12. VACANCY INSPECTION. The SELLERS acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLERS.
13. SELLERS CLOSING ACTION ITEMS. The SELLERS agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLERS shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
14. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on or before **Friday, June 30, 2023** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
15. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
16. The SELLERS shall close any open building permits or code enforcement proceedings prior to closing.
17. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLERS and the CITY has signed this Agreement.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

IN WITNESS WHEREOF, the SELLERS have hereunto signed their name and affixed their respective seals, as applicable, and therefore the SELLERS for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

SELLER/ [Redacted]

[Redacted]
Signature

Date

SELLER/ [Redacted]

[Redacted]
Signature

Date

Buyer/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

EXHIBIT A Legal Description





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

EXHIBIT B

Housing Incentive Waiver

[REDACTED]
Property Owners Name: [REDACTED]
Address: [REDACTED]
City: Bonita Springs

The *City of Bonita Springs Voluntary Home Buyout Program* offers a housing replacement assistance incentive of up to \$25,000 available to all income qualified buyout participants. Those that are not income qualified may still be eligible for up to \$10,000 in housing replacement assistance.

The housing replacement assistance is in addition to the fair-market value of the buyout home and may only be used in the purchase of a replacement home. Pre-event owners of vacant lots and rental properties are not eligible to receive housing replacement, as they did not occupy the structure at the time of the disaster.

In order to determine your eligibility for the housing replacement assistance, an income calculation must be completed. By refusing to provide the requested documents necessary to determine your income qualification status, you hereby voluntarily waive any consideration for the housing replacement assistance described above. You also understand that this decision is final, and that the requested documentation will not be accepted in the future to determine income qualification status for the housing replacement assistance.

This decision DOES NOT disqualify you from participating in the Voluntary Home Buyout Program.

[REDACTED] **11/30/22**
PRINTED NAME: _____ DATE: _____
SIGNATURE: [REDACTED] _____





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits (“DOB”) occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLERS of benefits under the Rebuild Florida Voluntary Home Buyout Program (the “Program”) being administered by the City of Bonita Springs (the “City”) as a subrecipient of the Florida Department of Economic Opportunity (“DEO”) Community Development Block Grant-Disaster Recovery (CDBG-DR) grant, the SELLERS hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency (“FEMA”) program, Small Business Administration (“SBA”) program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the SELLERS between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLERS must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLERS must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLERS agrees to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLERS, giving depositions, providing documents, producing





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.

If requested by the City, the SELLERS agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLERS explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLERS has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLERS's consent to such company or entity to release said information to the City.

The SELLERS agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLERS hereafter receives any Proceeds for the same purpose as the Program, the SELLERS agree to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

This page intentionally left blank





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNERS: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
Signature

[REDACTED]
Signature

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

- 1. You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**
- 2. All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.
- 3. All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.
- 4. The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.
- 5. The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
- 6. Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.
- 7. Provide all property keys to the City:** Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM



2020966er

1
2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
7 disaster recovery assistance; authorizing access to
8 such records and information for certain purposes;
9 providing for future legislative review and repeal of
10 the exemption; providing a statement of public
11 necessity; providing an effective date.

12
13 Be It Enacted by the Legislature of the State of Florida:

14
15 Section 1. Paragraph (f) of subsection (5) of section
16 119.071, Florida Statutes, is amended to read:

17 119.071 General exemptions from inspection or copying of
18 public records.—

19 (5) OTHER PERSONAL INFORMATION.—

20 (f) 1. The following information held by the Department of
21 Economic Opportunity, the Florida Housing Finance Corporation, a
22 county, a municipality, or a local housing finance agency is
23 confidential and exempt from s. 119.07(1) and s. 24(a), Art. I
24 of the State Constitution:

25 a. Medical history records and information related to
26 health or property insurance provided ~~to the Department of~~
27 ~~Economic Opportunity, the Florida Housing Finance Corporation, a~~
28 ~~county, a municipality, or a local housing finance agency~~ by an
29 applicant for or a participant in a federal, state, or local

2020966er

housing assistance program ~~are confidential and exempt from s.~~
~~119.07(1) and s. 24(a), Art. I of the State Constitution.~~

b. Property photographs and personal identifying
information of an applicant for or a participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster.

2. Governmental entities or their agents shall have access
to such confidential and exempt records and information for the
purpose of auditing federal, state, or local housing programs or
housing assistance programs.

3. Such confidential and exempt records and information may
be used in any administrative or judicial proceeding, provided
such records are kept confidential and exempt unless otherwise
ordered by a court.

4. Sub-subparagraph 1.b. is subject to the Open Government
Sunset Review Act in accordance with s. 119.15 and shall stand
repealed on October 2, 2025, unless reviewed and saved from
repeal through reenactment by the Legislature.

Section 2. The Legislature finds that it is a public
necessity that property photographs and personal identifying
information of an applicant for or participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster, held by the Department of Economic Opportunity, the
Florida Housing Finance Corporation, a county, a municipality,
or a local housing finance agency, be made confidential and
exempt from s. 119.07(1), Florida Statutes, and s. 24(a),
Article I of the State Constitution. In response to a disaster,

2020966er

59 an agency, in an effort to determine damage and ascertain the
60 estimated cost of rehabilitation, may conduct a property
61 inspection to observe and record damage to the property. This
62 information may be used to locate the damaged property and to
63 identify and contact the property owner or tenant. Following a
64 disaster, the people affected are vulnerable and frequently
65 displaced due to the severely damaged and often uninhabitable
66 condition of their residences. If released, property photographs
67 and personal identifying information could be used by fraudulent
68 contractors, predatory lenders, thieves, or individuals seeking
69 to impose on the vulnerability of the distressed property owner
70 or tenant following a disaster. Therefore, it is necessary that
71 property photographs and personal identifying information be
72 protected to ensure that those affected by a disaster are not
73 harassed, intimidated, or potentially defrauded.

74 Section 3. This act shall take effect July 1, 2020.

REQUESTED MOTION: Approve an Agreement of Exchange of Real Property (Section 1031 of the Internal Revenue Code and the Treasury Regulations) for duplex purchase in the Voluntary Home Buyout Program

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management and #4 Environmental Protection

BACKGROUND: On February 1, 2023, City Council approved the purchase agreement of a duplex located in the Quinn/Downs/Dean neighborhood for the Voluntary Home Buyout Program. Each side of the duplex was occupied, and staff was tasked with relocating the tenants to similar accommodations.

Staff relocated the tenants in the duplex and is now ready to close on the property. The Seller desires to invest his proceeds in another rental property based on a similar purchase price. In order to proceed, an Agreement of Exchange of Real Property must be executed by both the Seller and the Buyer. This form is in accordance with Section 1031 of the Internal Revenue Code and the Treasury Regulations.

STAFF RECOMMENDATION: Approve an Agreement of Exchange of Real Property

ATTACHMENTS:

1. Contract Agreement 2022-008
2. Agreement of Exchange of Real Property

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney



**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this 16 day of January, 2023, by and between the City of Bonita Springs, FL, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by the BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED] Bonita Springs, FL 34135 hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

2. OFFER AND DESCRIPTION. BUYER agrees to buy, and SELLER agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLER's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

The SELLER agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Four Hundred Thirty-Two Thousand Dollars and Zero Cents (\$432,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.
- a. The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
 - b. Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the City.
 - c. The SELLER agree to deliver a good and sufficient general warranty deed conveying marketable title.
 - d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLER after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
4. PROGRAM INCENTIVE. The SELLER's property is identified as a rental property and as such, does not qualify for a program incentive identified within the program regulations.
5. CONTINGENCIES.
- a. SELLER shall vacate the property within One Hundred Eighty (180) days from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
 - b. BUYER must work with SELLER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
 - c. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified

- d. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
 - e. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL, or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before One Hundred Eighty (180) days of the signing of this contract.

10. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property
11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.
12. VACANCY INSPECTION. The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLER.
13. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.
14. SELLER CLOSING ACTION ITEMS. The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
15. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **Tuesday, June 27, 2023** unless accepted or countered by SELLER in written form prior to such time. If SELLER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
16. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.





CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM

17. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.

18. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLER and the CITY has signed this Agreement.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the SELLER have hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLER for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

Seller/



Signature

Date

1/16/2023

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By:

Clerk

Rick Steinhmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM:

City Attorney's Office





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

Exhibit A

Legal Description





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLER of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") Community Development Block Grant-Disaster Recovery (CDBG-DR) grant, the SELLER hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the SELLER between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLER must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLER must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLER agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLER's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLER, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLER explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLER has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLER's consent to such company or entity to release said information to the City.

The SELLER agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLER hereafter receives any Proceeds for the same purpose as the Program, the SELLER agree to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

This page intentionally left blank





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER



Signature



Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

1. **You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**
2. **All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.
3. **All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.
4. **The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.
5. **The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
6. **Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.
7. **Provide all property keys to the City:** Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.





OLD REPUBLIC EXCHANGE

AGREEMENT OF EXCHANGE OF REAL PROPERTY

THIS AGREEMENT OF EXCHANGE OF REAL PROPERTY ("Agreement") is dated as of April 21, 2023, by and between [REDACTED] liability company, ("Exchanger") and Old Republic Exchange Company, a California corporation ("Intermediary").

RECITALS

- A. Exchanger is the fee owner of that certain real property commonly known as [REDACTED] Bonita Springs, FL ("Relinquished Property").
- B. Exchanger desires to make a qualified tax deferred exchange of the Relinquished Property for other property or properties of like-kind pursuant to and in accordance with Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated there under ("the Exchange").
- C. Exchanger entered into a written agreement (the "Purchase and Sale Agreement") with City of Bonita Springs, A Florida municipal corporation ("Buyer"), whereby Buyer agreed to acquire the Relinquished Property on the terms and conditions set forth in the Purchase and Sale Agreement.
- D. If there is an Assignment of the Buyer's interest in the Purchase and Sale Agreement, the term Buyer as used in this Exchange Agreement shall thereafter refer to Buyer's assignee.
- E. Intermediary is willing to act as the "Intermediary" as that term is defined in Treasury Regulations Sections 1.1031 (k)-1(g)(4), in connection with the Exchange.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, Exchanger and Intermediary agree as follows:

1. EXCHANGE OF PROPERTIES.

1.1 Exchanger agrees to transfer the Relinquished Property to Intermediary in consideration of, and in exchange for, Intermediary's transfer to Exchanger of other property (or properties) of like-kind (hereinafter referred to as "the Replacement Property").

1.2 Intermediary shall transfer or cause the transfer of the Relinquished Property to Buyer pursuant to the terms of the Purchase Agreement and shall thereafter acquire the Replacement Property from the seller ("Seller") for the benefit of Exchanger in furtherance of the Exchange.

1.3 In order to facilitate the transfer of the Relinquished Property to Buyer and the Replacement Property to Exchanger, and to save additional transfer taxes and other costs, Exchanger shall transfer the Relinquished Property directly to Buyer on behalf of Intermediary and Seller shall transfer the Replacement Property directly to Exchanger on behalf of Intermediary.

2. DISPOSITION OF RELINQUISHED PROPERTY.

2.1 Exchanger shall provide Intermediary with a copy of the Purchase and Sale Agreement and shall assign to Intermediary all of Exchanger's rights, but not obligations, set forth in the Purchase and Sale Agreement and escrow instructions to sell the Relinquished Property to Buyer and Intermediary agrees to accept such assignment. Exchanger acknowledges and agrees that the assignment shall not relieve Exchanger of any of its duties and obligations under the Purchase and Sale Agreement and escrow instructions, nor shall it relieve Exchanger of any duties and obligations in connection with the closing for the Relinquished Property.

2.2 Exchanger further assigns to Intermediary its rights (but not its obligations) in any escrow instructions for the sale of the Relinquished Property. Exchanger acknowledges and agrees that the assignment shall not relieve Exchanger of any of its duties and obligations in connection with the closing for the Relinquished Property. This assignment shall be null and void if Exchanger does not transfer the Relinquished Property to Buyer under the terms of the Purchase and Sale Agreement and escrow instructions.

2.3 Intermediary shall sell the Relinquished Property through procedures specified in the Purchase and Sale Agreement. Concurrent with the sale of the Relinquished Property, Intermediary shall cause the transfer and conveyance thereof to the Buyer. In order to facilitate the transfer of the Relinquished Property to Buyer, and to save additional transfer taxes and other costs, Intermediary shall direct Exchanger at the closing to execute a deed conveying legal title direct to Buyer or rather than Intermediary first acquiring title and thereafter conveying it to Buyer.

3. PROMISSORY NOTE.

3.1 Promissory Note. To the extent the Relinquished Property Purchase and Sale Agreement provides for Exchanger to receive a promissory note from Buyer, Exchanger agrees and acknowledges that said note may – at Exchanger's sole election - be included as part of the "Exchange Proceeds" as defined in Section 5 herein, but only if said note is payable in favor of Intermediary. If, however, Exchanger elects to exclude said note from the Exchange Proceeds, Exchanger acknowledges and understands that receipt of said note may have taxable consequences.

3.2 Exchanger's Obligation Regarding Promissory Note. Exchanger acknowledges and agrees that – if they elect to utilize a promissory note in the exchange – it is their responsibility to notify Intermediary of their intention to do so by providing instructions to Intermediary outlining the intended use of said promissory note in the exchange and to notify closing agent of same.

3.3 Promissory Note. In the event Intermediary receives a promissory note and deed of trust secured by the Relinquished Property as part of this exchange, Intermediary shall have the unrestricted right and power to assign, renew, extend, modify, amend, accelerate, accept payments or, release, settle, compromise, collect or otherwise liquidate the promissory note and deed of trust. Such right includes the right to enter into any agreement affecting the security and any proceedings, to collect by legal proceedings or non-judicial foreclosure, all interest, principal and other sums due under the note and deed of trust. Such right further includes the execution of all documents,

including, but not limited to, notices of default and notices of sale, as shall be reasonably necessary to protect the value and collectability of the note and or the value and enforceability of the deed of trust. Intermediary shall have no liability to Exchanger for any loss in value of the deed of trust through foreclosure of a senior obligation.

4. RELINQUISHED PROPERTY CLOSING.

The closing for the transfer of the Relinquished Property shall be established with a settlement/escrow agent selected by Exchanger ("RQ Closing Agent"). This Agreement shall be deemed incorporated into and shall form a part of any instructions prepared for such closing. The parties hereto and each of them covenant and agree to execute closing instructions to said RQ Closing Agent consistent with the terms and provisions of this Agreement, for the purpose of effecting a transfer of the Relinquished Property.

5. EXCHANGE PROCEEDS.

5.1 TRANSMISSION OF EXCHANGE PROCEEDS. Intermediary shall direct RQ Closing Agent to transfer to Intermediary the net proceeds from the sale of the Relinquished Property (the "Exchange Proceeds") on or immediately after the transfer of the Relinquished Property to Buyer.

5.2 EXCHANGER'S ELECTION TO EXCLUDE CASH FROM THE EXCHANGE. Exchanger may elect to receive cash proceeds from the RQ Closing Agent at the time of transfer of the Relinquished Property. However this sum must be excluded from the Exchange Proceeds transmitted to Intermediary. Exchanger acknowledges and understands that this sum may be taxable.

5.3 EXPRESS TRUST. The Exchange Proceeds shall be held by Intermediary in a trust arrangement for the benefit of Exchanger and the terms of this Exchange Agreement shall be deemed to create an express trust under California law consistent with the parties' intentions herein. Intermediary shall hold the Exchange Proceeds solely for the benefit of Exchanger and the Exchange Proceeds shall not be deemed a part of Intermediary's general assets or subject to the claims of Intermediary's creditors. Intermediary shall only invest or withdraw from the Exchange Proceeds with the express written consent of Exchanger.

5.4 BANK ACCOUNT. The Exchange Proceeds shall be deposited at a national FDIC insured bank or savings institution with the standard FDIC insurance amount of \$250,000 and Intermediary shall have no liability whatsoever for any loss of funds due to bank failure, insolvency, suspension, cessation of business or any other action or inaction on the part of the bank. If the Exchange Proceeds are \$2 million or less said Exchange Proceeds will be deposited in an account with other third-party Exchange Proceeds also held in trust by Intermediary and the Exchange Proceeds allocable to Exchanger shall be reflected in a memorandum of account maintained by Intermediary. If the Exchange Proceeds exceed \$2 million or the Relinquished Property is located in the State of Washington, Intermediary shall deposit the Exchange Proceeds in a separately identified account for the benefit of Exchanger, bearing Exchanger's tax identification number and Exchanger shall provide Intermediary with a completed W-9 form with their tax identification number.

5.5 INTEREST ON EXCHANGE PROCEEDS. If the Exchange Proceeds are \$2 million or less, Intermediary shall be entitled to all interest earned on the Exchange proceeds. Alternatively, if the Exchange Proceeds exceed \$2 million or are attributable to Relinquished Property located in the State of Washington, Exchanger shall be credited with all earnings attributable to the separately identified bank account established for said proceeds.

5.6 NON-REFUNDABLE DEPOSIT FROM BUYER. In the event the terms of the Purchase Agreement entitle Exchanger to receive a non-refundable deposit from the Buyer, the non-refundable deposit shall be

held by Intermediary in the same manner and subject to the same terms and conditions designated herein for Intermediary's holding of the Exchange Proceeds, except that said non-refundable deposit(s) shall not be subject to the restrictions set forth herein in section 8 until such time as the Relinquished Property closing has occurred. At that time, the non-refundable deposit(s) shall become part of the Exchange Proceeds and shall be subject to all terms and conditions stated herein.

6. EXCHANGER'S TIME REQUIREMENTS.

6.1 Exchanger acknowledges that, for the exchange transaction to qualify for deferral of gain or loss under Internal Revenue Code Section 1031, Exchanger must satisfy the following time requirements, which shall be the sole responsibility of Exchanger:

- A. Exchanger must identify the Replacement Property before the expiration of the Identification Period, consistent with paragraph 6.3 below; and
- B. Exchanger must receive the identified Replacement Property before the expiration of the Exchange Period, as set forth in paragraph 6.4 below.

6.2 IDENTIFICATION PERIOD. The identification period begins on the date the Exchanger transfers the Relinquished Property to Buyer and ends at midnight on the 45th day thereafter (the "Identification Period"). On or before the expiration of the Identification Period, Exchanger shall identify Replacement Property, as set forth in paragraph 6.3 below.

6.3 IDENTIFICATION OF REPLACEMENT PROPERTY. Replacement Property is identified only if it is designated as Replacement Property in a written document signed by the Exchanger and hand delivered, mailed, or otherwise sent before the end of the identification period to either:

- A. The person obligated to transfer the Replacement Property to Exchanger; or
- B. Any other person involved in the exchange other than the Exchanger or a disqualified person as defined in Treasury Regulations Section 1.1031(k)-1(k)(2), (k)(3) or (k)(4).

Replacement Property is identified before the end of the Identification Period only if the requirements of this section are satisfied. However, any Replacement Property that is received by Exchanger before the end of the Identification Period will be treated as identified before the end of the Identification Period.

6.4 EXCHANGE PERIOD. The period within which the Exchanger must receive the Replacement Property ("the Exchange Period") begins on the date the Exchanger transfers the Relinquished Property and ends at midnight on the earlier of 180th day thereafter or the due date (including extensions) for the Exchanger's tax return for the taxable year in which the transfer of the Relinquished Property occurs. If there are multiple Relinquished Properties, then the Exchange Period is determined by reference to the earliest date on which any of the properties are transferred.

7. ACQUISITION OF REPLACEMENT PROPERTY.

7.1 Exchanger shall establish with the Seller of the identified Replacement Property the terms of acquisition thereof and shall provide Intermediary with the form of acquisition agreement acceptable to Exchanger ("Acquisition Agreement"). Exchanger shall assign to Intermediary all of Exchanger's rights, but not obligations, set forth in the Acquisition Agreement to purchase the Replacement Property and Intermediary

agrees to accept such assignment. Exchanger acknowledges and agrees that the assignment shall not relieve Exchanger of any of its duties and obligations under the Acquisition Agreement, nor shall it relieve Exchanger of any duties and obligations in connection with the closing for the Replacement Property.

7.2 Exchanger further assigns to Intermediary its rights (but not its obligations) in any escrow instructions for the acquisition of the Replacement Property. Exchanger acknowledges and agrees that this assignment shall not relieve Exchanger of any of its duties and obligations in connection with the closing for the Replacement Property. This assignment shall be null and void if Exchanger does not acquire the Replacement Property from Seller under the terms of the Acquisition Agreement and escrow instructions.

7.3 Intermediary shall acquire the Replacement Property through procedures specified in the Acquisition Agreement. Concurrent with the acquisition of the Replacement Property, Intermediary shall cause the transfer and conveyance thereof to Exchanger. In order to facilitate the transfer of the Replacement Property to Exchanger, and to save additional transfer taxes and other costs, Intermediary shall be deemed to have satisfied its obligations hereunder if it causes the Seller of any Replacement Property to convey title thereof directly to Exchanger rather than Intermediary first acquiring title and thereafter conveying it to Exchanger.

7.4 REPLACEMENT PROPERTY CLOSING. The closing for the transfer of the Replacement Property shall be established with a Closing Company ("RP Closing Agent") selected by Exchanger. This Agreement shall be deemed incorporated into and shall form a part of any instructions prepared for such closing. The parties hereto and each of them covenant and agree to execute closing instructions to said RP Closing Agent consistent with the terms and provisions of this Agreement, for the purpose of effecting the acquisition of the Replacement Property. In no event shall Intermediary be required to make a cash payment for the acquisition of the Replacement Property, including any costs and expenses of such acquisition or acquisitions, in excess of the Exchange Proceeds held by Intermediary. All costs of acquiring the Replacement Property, including payments toward the purchase price and all other acquisition fees incident thereto shall be borne first from the Exchange Proceeds held by Intermediary, and then to the extent necessary, from funds of Exchanger. Intermediary shall not be required to assume any loans on the Replacement Property or to execute any promissory notes or other evidence of indebtedness in connection with such acquisition or acquisitions, which might impose any liability upon Intermediary for repayment of such obligation.

8. RESTRICTIONS ON ACCESS TO EXCHANGE PROCEEDS.

8.1 EXCHANGER'S RIGHT TO CASH OR NON-QUALIFYING PROPERTY. Except as expressly provided herein, Exchanger shall have no right to request or receive anything other than identified like-kind Replacement Property during the Exchange Period. Exchanger shall therefore have no right -- except as provided in paragraph 8.2 -- to receive, pledge, borrow, or otherwise obtain the benefits of the Exchange Proceeds including, without limitation, any interest income earned on the proceeds held in trust by Intermediary under this Agreement prior to the end of the Exchange Period.

8.2 EVENTS GIVING RIGHTS TO CASH OR NON-QUALIFYING PROPERTY. Exchanger may receive Exchange Proceeds from Intermediary only upon the following occurrences:

- A. After the expiration of the Identification Period, if Exchanger has not identified Replacement Property by the end of the Identification Period; or

B. If Exchanger has identified Replacement Property (pursuant to paragraph 6) and Exchanger has received all of the Replacement Property to which they are entitled to under this Agreement; or

C. After the expiration of the Identification Period, if Exchanger has identified Replacement Property (pursuant to paragraph 6) and there has occurred after the end of the Identification Period, a material and substantial contingency that (1) relates to the deferred exchange, (2) is provided for in writing, and (3) is beyond the control of the Exchanger and of any disqualified person, as defined in Treasury Regulations § 1.1031(k)-1(k), other than the person obligated to transfer the Replacement Property to Exchanger.

In the event that Intermediary makes such cash payment to Exchanger as provided above, Intermediary shall thereafter have no further obligation regarding the acquisition and conveyance of the Replacement Property. In the event Intermediary makes such cash payment to Exchanger, Exchanger agrees to receive such payment by company check of Intermediary. It is intended that the foregoing conditions be interpreted and imposed in a manner consistent with the limitations contained in the Treasury Regulations Section 1.1031 (k)-1(g)(6).

8.3 REMITTANCE OF REMAINING FUNDS. Exchanger acknowledges and agrees that any funds remaining in Exchanger's account after either (1) the completion of the exchange, or (2) the expiration of the Exchange Period; or (3) the expiration of the Identification Period where no written identification has been made, *whichever is earlier*, shall be immediately tendered to Exchanger.

9. CONFLICTING INSTRUCTIONS.

9.1 TO CLOSING AGENTS. In the event that either the RQ Closing Agent or the RP Closing Agent receive conflicting instructions from the parties thereto and or Intermediary, Intermediary will no longer be obligated to take any action in connection with the disposition of the Relinquished Property or the acquisition of the Replacement Property until further consistent instructions are given by the parties thereto and Intermediary.

9.2 FROM EXCHANGER TO INTERMEDIARY. Upon Intermediary's receipt of conflicting demand/claims/instructions from Exchanger, Intermediary will no longer be obligated to take any action in connection with the Exchange until further consistent demands/claims/instructions are given to Intermediary by Exchanger. Additionally, upon receipt of such conflicting demands/claims/instructions, Intermediary is authorized to hold all Exchange Proceeds and/or instruments until otherwise directed, either by Exchanger's mutual written instructions or by a final order of a court of competent jurisdiction. Intermediary, at its sole discretion and election, has the absolute right to file an action in interpleader requiring the Exchanger to answer and litigate their several claims and rights amongst themselves.

10. EXECUTION OF DOCUMENTS. The parties hereto agree to execute any and all documents and instruments necessary to carry out the terms of this Agreement.

11. COUNTERPARTS. This Agreement may be executed in counterpart and shall be of the same force and effect as if one document had been signed by all parties.

12. CONFLICT WITH PRIOR AGREEMENTS. If and to the extent that this Agreement is in conflict with any prior written agreement or understanding between the parties hereto, the terms of this Agreement shall prevail. No modification or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all parties.

13. **SURVIVAL.** The terms of this Agreement shall survive the transfer of the Relinquished Property to Buyer by Intermediary and the acquisition of the Replacement Property by Intermediary.

14. **TIME.** Time is of the essence of this Agreement.

15. **BINDING.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their affiliates, subsidiaries, estates, heirs, representatives, and assigns; provided, however, that neither, Intermediary, nor Exchanger, shall have the right to assign, pledge, hypothecate, or transfer this Agreement or any of their respective rights hereunder without the prior written consent of the other, which may be withheld in the sole discretion of the party whose consent is sought.

16. **NOTICES.** Any notice to be given hereunder shall be given by personal delivery, by facsimile or by depositing such notice in the United States Mail postage prepaid, and addressed to the respective party at the following address:

EXCHANGER

INTERMEDIARY

OLD REPUBLIC EXCHANGE COMPANY

5950 Fairview Rd., Ste. 120

Charlotte, NC 28210

Fax (866) 836-9180

17. **NO AGENCY.** Exchanger acknowledges that Intermediary is acting as a principal in all of the transactions contemplated by this Agreement and in no way shall be deemed an agent of Exchanger. Intermediary shall not have any obligations to Exchanger as an agent of Exchanger nor shall Exchanger have any obligations to Intermediary as a principal of Intermediary.

18. **ATTORNEY'S FEES.** Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs and not as damages, reasonable attorney's fees to be fixed by the court.

19. **INDEMNIFICATION.** Exchanger shall and does hereby agree to hold Intermediary harmless and to indemnify Intermediary from any claim, expense, tax, assessment of any nature or kind or from any other claim whatsoever, expressed or implied, whether sounding in tort or in contract, that may be asserted against Intermediary now or in the future by any person, firm, corporation, governmental agency or taxing authority that may arise out of any activity related to carrying out the terms of this Agreement. The indemnity provided for herein shall include any liability, directly or indirectly caused by the use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of hazardous materials to, in, on, under, about, or from the Relinquished Property or any Replacement Property as part of this exchange. Exchanger's obligations shall include without limitation, and whether foreseeable or unforeseeable, all damages, claims or liabilities to any person or any property whatsoever, including all costs of any required

or necessary repair, cleanup, detoxification or decontamination of any said property or any improvements, and the preparation and implementation of any closure, remedial action or other required plans in connection herewith.

20. **STATE WITHHOLDING.** In the event applicable state law requires payment of a withholding tax, Intermediary will deduct this tax from the Exchange Proceeds and remit same to the applicable state taxing authority. Intermediary will charge an administrative fee of \$45.00 to obtain and remit the necessary forms and remittance and this administrative fee shall be deducted from the Exchange Proceeds.

21. **NO WARRANTY REGARDING TAX CONSEQUENCES.** Intermediary makes no representations or warranties, nor shall Intermediary bear any responsibility or liability concerning the federal or state tax consequences to Exchanger of the transaction contemplated herein; including, without limitation, the status of any Replacement Property as like-kind property or the qualification of this transaction as a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code or applicable state tax laws. Exchanger has been advised and urged by Intermediary to obtain the advice and review of this Agreement and the entire transaction by an independent legal counsel and accountant regarding the legal and tax implications of the contemplated transaction, and all related documents and agreements, particularly those drafted, presented or produced by Intermediary. Exchanger has not relied upon any statement or representations made by Intermediary.

22. **GOVERNING LAW.** This Agreement shall be interpreted under and governed by the laws of the State of California.

23. **FAILURE OR DELAY IN PERFORMANCE.** Intermediary shall not be liable to Exchanger for any failure or delay in performance by (i) compliance with governmental regulation, request or order, or (ii) circumstances beyond the reasonable control of Intermediary, including but not limited to RQ Closing Agent's or RP Closing Agent's delay and/or failure to follow closing instructions and/or failure to perform, power failure, rolling blackouts, earthquake, fire, flood, war, insurrection, Act of God, accident, or strike or other labor disturbance, or interruption of or delay in transportation. Accordingly, Exchanger is strongly urged to take steps to schedule the acquisition of all Replacement Property sufficiently before the expiration of the Exchange Period so that any unforeseen delay will not result in a violation of the time constraints imposed by Section 1031 of the Code and the Regulations.

24. **FEE.** Exchanger agrees to compensate Intermediary an initial fee of \$950.00 to setup the exchange and prepare all necessary documents and instructions required in connection with the sale of the Relinquished Property. Additionally, Exchanger agrees to compensate Intermediary a closing fee \$575.00 to administer each Replacement Property closing (i.e. preparation of closing instructions and replacement property exchange documents and wiring of funds for deposits and closing funds). Exchanger further agrees and understands that there may be the following additional charges: 1) A termination fee of \$150 if Exchanger fails to identify property within 45-day identification period; 2) A fee of \$500 if exchanger wishes to utilize a seller carry back promissory note as part of this exchange. 3) A cancellation fee of \$250 if the exchange is cancelled after the exchange documents and instructions have been sent to the closing agent and 4) Bank fees for cashier's checks; company checks; wires; and express mail fees. Exchanger understands and agrees that all applicable fees will be deducted by Intermediary from the Exchange Proceeds and reflected on Exchanger's Account Summary Statement.

25. **AFFILIATION.** Exchanger is aware that Old Republic Exchange Company is affiliated with Old Republic National Title Insurance Company and Old Republic Title Company, whose title insurance and settlement services may be used in connection with the exchange transaction or transactions.

26. EFFECTIVE DATE OF THIS AGREEMENT. Exchanger and Intermediary agree that this Agreement shall be of no force and effect until such time as both Exchanger and Intermediary have signed this Agreement. The effective date of this Agreement shall be the date on which Exchanger signs this Agreement. In the event that Exchanger fails to insert a date of execution below, the effective date of this Agreement shall be the Relinquished Property closing date.

EXCHANGER

Date: 4/24/2023

By: 

INTERMEDIARY

OLD REPUBLIC EXCHANGE COMPANY,
a California Corporation



Date: 4/21/2023

Kristen Curry, Assistant Vice President – By: RH

ASSIGNMENT AGREEMENT

(Relinquished Property)

THIS ASSIGNMENT AGREEMENT ("Agreement") is dated as of April 21, 2023 and entered into by and between [REDACTED] limited liability company ("Exchanger") and Old Republic Exchange Company, a California corporation ("Intermediary").

RECITALS

- A. Exchanger and City of Bonita Springs, A Florida municipal corporation ("Buyer") entered into a Purchase and Sale Agreement ("Sales Agreement") in which Exchanger agreed to sell that certain real property described as [REDACTED] Bonita Springs, FL ("Relinquished Property").
- B. In furtherance of completing a tax deferred exchange of the Relinquished Property, Exchanger desires to assign to Intermediary all of their rights, but not obligations, in the Sales Agreement to sell the property to Buyer.
- C. The term "Buyer" as used in this Assignment shall refer to Buyer or any assignee of Buyer.

AGREEMENT

1. Exchanger hereby transfers and assigns to Intermediary all of Exchanger's rights, title, and interest in the Sales Agreement, and any consideration paid by Buyer to Exchanger or to the settlement agent handling this transaction, and Intermediary accepts such assignment.
2. Exchanger acknowledges, however, that such assignment does not relieve Exchanger from any and all representations, warranties, indemnifications and obligations under the Sales Agreement.
3. The parties hereto acknowledge that this Assignment Agreement will be null and void if Exchanger does not transfer the Relinquished Property to Buyer under the terms of the Sales Agreement.
4. This Agreement may be executed in counterpart and shall be of the same force and effect as if one document had been executed by all parties.

IN WITNESS WHEREOF, the parties to this Agreement have executed it as of the dates set forth below.

EXCHANGER

Date:

4/24/2023

By:

[REDACTED]

INTERMEDIARY

OLD REPUBLIC EXCHANGE
COMPANY, a California corporation



Date: 4/21/2023

Kristen Curry, Assistant Vice President – By: RH

ACKNOWLEDGMENT OF BUYER

The undersigned Buyer acknowledges receiving this Assignment Agreement on the date set forth below.

Date: _____

Signature

Print name

DISCLOSURE

RE: Restrictions on Access to Exchange Funds

Pursuant to Treasury Regulation 1.1031(k)-1(g)(6), certain restrictions prevent you from accessing the exchange proceeds in your account. Old Republic Exchange is required to adhere to these restrictions.

Specifically, you may receive exchange proceeds only under the following circumstances:

- 1) After you complete the purchase of all identified replacement properties.
- 2) After day 45, if you have not identified any replacement property OR you have properly revoked* all previously submitted identifications.
- 3) After day 180.

Once you are entitled to receive your proceeds – as provided above – proceeds will be disbursed to you on the next available business day.

Disbursing funds for the acquisition of replacement property:

During the exchange period, exchange proceeds may only be used to purchase like-kind replacement property which has been properly identified or to pay for customary closing expenses associated with the sale of the relinquished property or the purchase of the replacement property.

By signing below, Exchanger acknowledges receipt of this Disclosure.

EXCHANGER

Date:

4/24/2023

By:



*Revocation is proper only if it is in writing, signed by the taxpayer(s) and sent before the end of the 45th day identification period to ORE.

Client Authorization to Send Funds

Date: _____

To: Old Republic Exchange

Re: Exchanger(s):
Exchange of:

[REDACTED]
Bonita Springs, FL

Exchange File No:

[REDACTED] Delay

Old Republic Exchange is authorized and instructed to send funds from the above exchange file to the closing/settlement agent designated by the undersigned to handle the replacement property acquisition.

The undersigned hereby instructs Old Republic Exchange to send funds to the settlement/closing agent upon the request of the closing/settlement agent with no further authorization from the undersigned.

EXCHANGER

Date:

4/24/2023

By: _____

[REDACTED]

***** Note: All exchangers are required to sign this authorization and all signatures require a Notary Acknowledgement. See attached Notary Acknowledgement ******

Phase 1

[REDACTED] -Delay
April 21, 2023

© Old Republic Exchange Company™
All Rights Reserved

Notary Acknowledgement - Client Authorization to Send Funds

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

Re: Exchanger: [REDACTED]

File Number: [REDACTED] -Delay

NOTARY ACKNOWLEDGMENT
(RE: Client Authorization to Send Funds)

STATE OF

Florida

COUNTY OF

Broward

On April 24 (Date), before me, Vicki Turner, a Notary

Public, personally appeared

[REDACTED]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Name:

(Please print name)

Vicki Turner
Vicki Turner



(affix notary seal)

Phase 1

[REDACTED] Delay
April 21, 2023

© Old Republic Exchange Company™
All Rights Reserved

REQUESTED MOTION: Approve a Right-of-Entry Agreement with Lee County to conduct geotechnical and archaeological inspections on County owned properties for the Quinn/Downs/Dean Neighborhood Infrastructure Project

REQUESTOR: Elly Soto McKuen

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management and #4 Environmental Protection

BACKGROUND: Staff is currently in the development phase of the Quinn/Downs/Dean Neighborhood Stormwater Infrastructure Project. The City was awarded \$11,021,919 through a signed agreement with the Florida Department of Economic Development (FDEO) on July 8, 2020.

The City's engineering firm is currently developing stormwater improvements for the neighborhood that will incorporate upgrades in stormwater lines, retention ponds and swales. A geotechnical team and the archaeological team are requesting access to County owned properties to conduct soil borings.

Since the properties in question belong to others, the City is requesting access to the properties for the soil borings. Once the information has been collected, the teams will restore the property as they found it.

STAFF RECOMMENDATION: Approve Lee County Right-of-Entry Agreement

ATTACHMENTS:

1. Lee County Right-of-Entry Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

Prepared by:
Lee County, Dept of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398

Project: Bonita Springs Surplus Lands Transfer
Hazard Mitigation Grant Program (HMGP)
STRAP # 36-47-25-B3-00018.0000
36-47-25-B3-01200.0210
36-47-25-B3-00017.0050

REVOCABLE RIGHT OF ENTRY

THIS REVOCABLE RIGHT OF ENTRY is granted this ____ day of _____, 2023, by **LEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, FL 33902-0398 3299 (the "**County**"), in favor of the **CITY OF BONITA SPRINGS**, whose mailing address 9101 Bonita Beach Road, Bonita Springs, FL 34135 (the "**City**").

RECITALS:

A. The County owns the following properties in the City of Bonita Springs: (i) 11750 Dean Street (0.79 ac parcel), (ii) 27851 Edith Lane (1.6 ac parcel), and (iii) 27961 Quinn Street (0.13 ac parcel), shown on the attached **Exhibit A** (each, a "**Property**", and together, the "**Properties**"). The County is currently contemplating transferring the Properties to the City as County surplus land.

B. In connection with the City's proposed acceptance of the Properties from the County, the City has requested permission from the County to allow the City and its geotechnical firm and archaeological firm ("**Contractors**") to enter upon the Properties for the purpose described below, and the County desires to accommodate such request.

NOW THEREFORE, the County hereby grants a revocable license to the City (the "**License**") to allow the City and its Contractor to enter upon the Properties on the terms and conditions set forth herein.

1. Term. The City and Contractor shall have the right to enter upon the Properties for the period beginning upon the parties' execution of this instrument, and automatically expiring on the date on which the Contractor has completed its inspections, but in no event longer than 90 days (the "**Term**").

2. Purpose. The License shall be for the following purpose: to conduct geotechnical and archaeological inspections at the Properties, and for no other purpose. The City's and Contractor's entry upon the Properties is subject to any and all easements, restrictions, reservations, and other matters of record encumbering the Properties. The City and Contractor shall not interfere with the rights of others to be on the Properties.

3. Insurance; Indemnity. Prior to allowing the Contractor to enter upon the Properties, the City shall deliver to the County a certificate of insurance evidencing that the Contractor has a policy of Commercial General Liability insurance in effect, naming the City and County as additional insureds, in an amount not less than One Million per occurrence, combined single limit. The City shall defend, indemnify and hold the County harmless from and against any and all claims, demands, causes of action, liability, damages and expenses suffered or incurred by or asserted against the County arising from the City's and Contractor's entry upon the Properties, including without limitation those arising from personal injuries, deaths, or loss or damage to property. In the event of loss or damage to the Properties caused by the City, Contractors, or others permitted by either of them to enter upon the Properties, the City shall promptly repair or replace the same at no expense to the County and to the County's satisfaction, failing which the County may do so at the City's expense.

4. General. This Right of Entry does not create an interest in real property. Neither the City nor its Contractors may assign their rights under this Right of Entry to a third party without the County's prior written consent. This instrument shall not be recorded in the Lee County public records.

CITY: CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office

ATTEST:

KEVIN KARNES, CLERK

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

BY: _____
Deputy Clerk

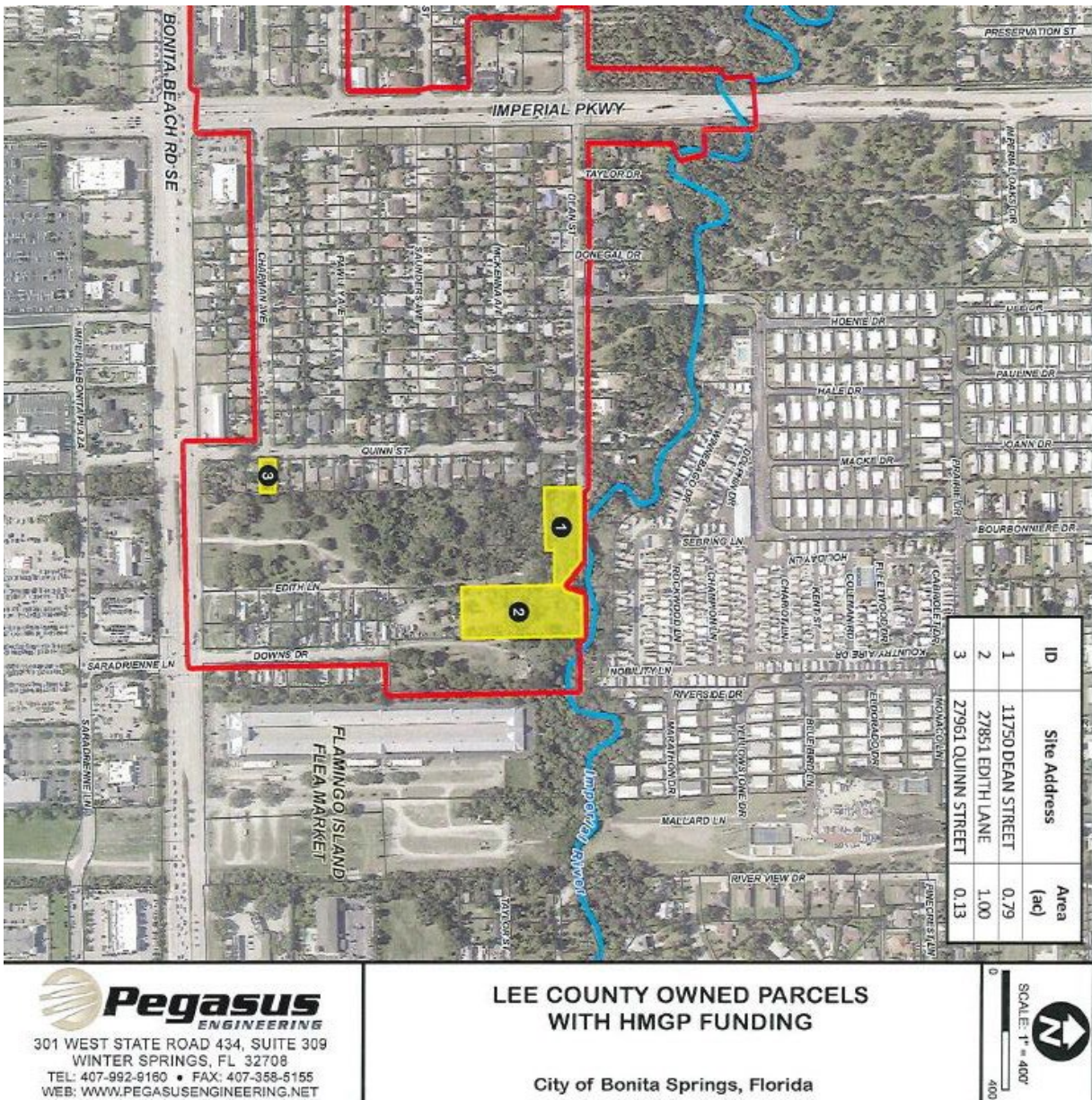
By: _____
Brian Hamman, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

Attachments:
Exhibit A – Aerial map

EXHIBIT A



REQUESTED MOTION: Approve two special event permits for the City's "STAR-SPANGLED BONITA" event and the Bonita Springs Professional Firefighters Local 3444's parade at Riverside Park on Tuesday, July 4, 2023, with temporary road closures of portions of Old 41.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

The Bonita Springs Professional Firefighters Local 3444 will be hosting its annual Fourth of July Parade on Tuesday, July 4, 2023, at 9:00 am. The firefighters will be working in partnership with the Lee County Sheriff's Office to coordinate the safe movement of pedestrians and traffic. Portions of Old 41 Road from Rosemary Dr to Kentucky Street will be closed for the parade. The closure will begin at approximately 8:30 am to 12:30 pm for pedestrian safety. The road will reopen after the parade.

The City will host the Annual "Star-Spangled Bonita" event Tuesday, July 4, 2023, from 6:00 pm to 9:00 pm. Old 41 from Wilson to Ragsdale will be closed from 5:00 pm to 10:00 pm. The road closure will assist in pedestrian traffic and safety. Portions of Reynolds will also be closed for pedestrian safety. There will be live musical entertainment from the "Ben Allen Band", food, beverages, and a laser light show/fireworks display choreographed to music. The road between the Liles Hotel Plaza and Riverside Park will be closed at 8:00 pm to thru traffic for pedestrian safety.

The Rotary Club of Bonita Springs, Inc. will partner with the City for the sale of beer and wine. The proceeds from the sales will benefit the club's non-profit activities. Staff is coordinating the event with the Bonita Springs Fire Control and Rescue District and the Lee County Sheriff's Office.

City Council has approved funds for the 4th of July event and is available in line item 00.430.574.4804

STAFF RECOMMENDATION: Approve two special event permits for the 4th of July events at Riverside Park and the temporary road closures.

ATTACHMENTS:

1. Special event application- Star Spangled Bonita
2. Special event application- Parade

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

You do not have to partner with the charities on this list. You may choose any charity. This list is intended as informational only.

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00

Phone: 239/949-6262

Fax: 949-6239

☐ \$25.00 (501C3 organizations)

Fee is non-refundable

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take 45 days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting after the 45 days. Please take this into consideration when planning your event.

Organization: City of Bonita Springs
Nature of Event: Star Spangled Bonita 2023
Location (Attach Site Plan): Riverside Park

Date

Set-Up Time

Actual Event Times

Take Down Time

07/04/2023 9am to 6pm 6pm to 9pm 9pm to 11pm

For multiple dates, please attach letter.

Has this event been held in the past? 2022 If so, when was the last event? 2022
Individual Contact for Activity/Event: Karessa Minoli Phone: 239-949-6262
Address: 9101 Bonita Beach Rd SE, Bonita Springs Website: CityofBonitaSprings.org
E-Mail Address: Karessa.Minoli@CityofBonitaSprings.org
Major Sponsor(s): N/A
Promoter(s): N/A Phone or Contact #: 239-949-6262

1. Crowd: Is anticipated crowd size 1,000 or more?

Yes ☒

No ☐

Actual Anticipated number: 10,000

2. Parking: Will off-site parking be provided? _____

☒

☐

Will "shuttle" service to parking be provided? By whom? _____

☐

☒

4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan.

☒

☐

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | ☐ | ☒ |
| 6. Fireworks: Is this a public ☒ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | ☒ | ☐ |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | ☐ | ☒ |
| 8. Alcohol Beverages: Will alcoholic beverages be sold ☒ or consumed ☒ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: <u>Robyn</u>
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | ☒ | ☐ |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____
Contact Number: _____ | ☐ | ☒ |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | ☐ | ☒ |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | ☒ | ☐ |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | ☐ | ☒ |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | ☐ | ☒ |
| 14. Food/Cooking: Will food be cooked ☒ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☒ | ☐ |

Yes No

15. Sanitary Facilities:

Will temporary sanitary facilities be provided? If yes, indicate location on site plan. ☒ ☐

Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan. ☐ ☒

Will additional refuse containers/dumpsters be provided? ☒ ☐

If yes, by whom: Eagle Hawks

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.

17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT, OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED IF CONDITIONS HAVE CHANGED ON THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend, and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

K Minoli 05/04/2023
Signature of Applicant Date

Comments: _____

City Manager Date

Comments: _____

Application Fee is non-refundable.

4th of July Celebration

TUESDAY, JULY 4TH 2023

FEATURING THE BEN ALLEN BAND!



STAR SPANGLED BONITA

Laser & Fireworks Display



**LIVE MUSIC, FOOD TRUCKS,
LASER LIGHTS & FIREWORKS,
AND MORE!**

LOCATION: RIVERSIDE PARK

10450 REYNOLDS ST, BONITA SPRINGS, FL 34135

TIMES: 6PM TO 9PM

FOR MORE INFORMATION PLEASE CALL

239-949-6262



Fire Department

**Fire Dept
First Aide**

ATM

**Lost & Found
T-Shirt Table**

**Rotary
Refreshment
Truck**

**Rotary
Refreshment
Truck**

Food Vendor

Food vendor

**Food
Vendor**

Food Vendor

**Radio
Station**

**Food
vednor**

**Food
Vendor**

No Parking

food
vendor

**Food
Vendor**

1 Table
2 Table
3 Table
4 Table
5 Table
6 Table
7 Table
8 Table
9 Table

1 Table
2 Table
3 Table
4 Table
5 Table
6 Table
7 Table
8 Table
9 Table



Quote

Quote Number: 23-0044
July 4 Bonita Lasers 2023

Client	Venue / Site	Ship to:
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org	City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org	City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Account Manager	Shipping Method	Customer PO	Warehouse	Terms	Tax Rule
Glenn Wright	Box Truck		Miami	50% Dep/50% at show	Tax Exempt

Ship Date	Load In	Show Start	Load Out	Return Date	Discount
7/3/2023 2:00 PM	7/3/2022 4:00 PM	7/4/2022 9:00 PM	7/4/2022 11:30 PM	7/5/2023 1:00 PM	

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Laser Projector							
Rental	4	ScannerPro LT15			Day Rate	2,100.00	8,400.00
Rental	1	10W - PD6DT4010	Includes FB4			500.00	500.00
Rental	5	Laser Power Cord				0.00	0.00
						Laser Projector Total:	\$8,900.00
Control							
Rental	1	FB4 BYD ILDA				0.00	0.00
Rental	4	FB4 ILDA				0.00	0.00
Rental	1	Elation DMX controller				0.00	0.00
Rental	1	APC20 Controller				0.00	0.00
Rental	1	LPN Net Switch				0.00	0.00
						Control Total:	\$0.00
Control Cables							
Rental	4	DB25 25ft				0.00	0.00
Rental	5	DB25 50ft				0.00	0.00
Rental	5	DB25 100ft				0.00	0.00
Rental	6	CAT5 Shorty				0.00	0.00
Rental	4	CAT5 25ft				0.00	0.00
Rental	2	CAT5 50ft				0.00	0.00
						Control Cables Total:	\$0.00
DMX							
Rental	2	DMX 3 50ft				0.00	0.00
Rental	4	DMX 3 100ft				0.00	0.00
Rental	1	3M to 5F Converter				0.00	0.00
Rental	1	3F to 5M Converter				0.00	0.00
						DMX Total:	\$0.00
Power							
Rental	2	Power 110V 25ft				0.00	0.00
Rental	6	Power 110 50ft				0.00	0.00
Rental	6	Power 110 100ft				0.00	0.00
Rental	2	Power 110v 150ft				0.00	0.00
Rental	4	Triple Tap				0.00	0.00
Rental	2	Power Strip				0.00	0.00
Rental	3	Quad Box				0.00	0.00
Rental	1	10' Triple Tap Extension				0.00	0.00
Rental	1	50' Triple Tap Extension				0.00	0.00
						Power Total:	\$0.00

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Cases							
Rental	1	Tool Case Bk				0.00	0.00
						Cases Total:	\$0.00
Show supplies							
Rental	2	Black gaff tape				0.00	0.00
Rental	1	White gaff tape				0.00	0.00
Retail	4	Electrical Tape				0.00	0.00
Retail	2	Caution Tape				0.00	0.00
Rental	20	Bungee Cord				0.00	0.00
Rental	1	Cable Tie				0.00	0.00
Rental	9	Ratchet Strap				0.00	0.00
Rental	1	Folding Chair				0.00	0.00
Rental	8	Tarp				0.00	0.00
Rental	10	BBQ Cover				0.00	0.00
Rental	2	Cable Jacket				0.00	0.00
Rental	3	Camping Chair				0.00	0.00
Rental	1	Wooden blocks				0.00	0.00
Rental	19	Green Metal Spike	Sledge Hammer			0.00	0.00
Rental	1	Cooler				0.00	0.00
Rental	1	Folding Table 4 foot				0.00	0.00
Rental	1	Work Light				0.00	0.00
Rental	1	Pop Up Tent				0.00	0.00
						Show supplies Total:	\$0.00
Smoke Machines & Fans							
Rental	2	Stage Fogger DMX				0.00	0.00
Rental	2	G300 FLUID				0.00	0.00
Rental	2	Fogger Remote 5 Pin				0.00	0.00
Rental	1	New SM Blue Fan				0.00	0.00
Rental	1	Fan SM - Blue	With attachment for tubing			0.00	0.00
Rental	1	Clear Plastic Tubing				0.00	0.00
						Smoke Machines & Fans Total:	\$0.00
Audio							
Rental	1	Misc Audio Cords				0.00	0.00
						Audio Total:	\$0.00
Computers							
Rental	1	Show Laptop				0.00	0.00
Rental	1	Personal Laptop				0.00	0.00
						Computers Total:	\$0.00
Radios							
Rental	2	Radio/Base				0.00	0.00
Rental	2	Radio Battery				0.00	0.00
						Radios Total:	\$0.00
Truss & Pipe							
Rental	4	Truss 8 ft				0.00	0.00
Rental	4	BLK Truss Base				0.00	0.00
Rental	4	SLVR Truss Base				0.00	0.00
Rental	1	Truss Tool Kit	tools and bolts			0.00	0.00
Rental	8	LPN BLUE Sand Bag				0.00	0.00
						Truss & Pipe Total:	\$0.00
Hand trucks, dollies							
Rental	1	GREY HAND TRUCK				0.00	0.00
Rental	1	Orange Kart				0.00	0.00
Rental	1	Dolly Wood Small				0.00	0.00
						Hand trucks, dollies Total:	\$0.00
Ladder							

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	1	Little Giant 6 ft				0.00	0.00
						Ladder Total:	\$0.00

Notes:
Client is to provide Hotel rooms for 3 technicians for July 3 and 4th
Power (4 x 20 amp circuits of 110VAC)
Security to keep people back from Pyro site.

Subtotal:	\$8,900.00
Sales Tax:	\$0.00
Discount:	\$0.00
Delivery and Pickup:	\$0.00
Total:	\$8,900.00
Total Applied Payments:	\$0.00
Balance Due:	\$8,900.00



Quote Number	23-0044
Name	July 4 Bonita Lasers 2023
Account Manager	Glenn Wright
Quote Date	3/20/2023

Client
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Ship to:
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Ship Date	Return Date	Status	Terms	Total
7/3/2023 2:00 PM	7/5/2023 1:00 PM	Confirmed	50% Dep/50% at show	\$8,900.00

Terms and conditions of Agreement

Laser Production Network, Inc. (LPN) agrees to rent to Client the listed equipment on the proposal provided subject to the terms and conditions set forth below.

Acceptance - All proposals will be valid for a period of 10 days from the proposal date. In the event the proposal is not accepted, signed, and returned to LPN within this period, it will be void. All prices are subject to change without notice following the acceptance period. When accepting proposal, client agrees to use the equipment in a proper manner and agrees that, in the event any of the rented equipment is lost or damaged before it is returned, they will promptly pay an amount equal to the reasonable cost of repair or replacement.

Charges - It is understood that the rental commences as of the date and time specified and ends only when the rented equipment is returned. Should said property not be returned to LPN at the time specified, Client agrees to pay additional rental charges. It is agreed that if the Client fails to pay the rental charges, or if default is made in any of the other terms hereof, LPN may at once take possession of said rented equipment wherever the same may be found and remove the same, and LPN or its agents shall in no way be liable for any claims for damages or injury in the removal of said equipment.

Client further agrees that all charges for rental will be paid as specified in proposal and that all collection fees, attorney's fees, or any other expense incurred in collecting rental charges will be paid by Client. If credit card is supplied by Client to LPN, Client acknowledges and grants LPN the unequivocal right to recover from Client's credit card any charges or amounts due to LPN until paid in full.

Payment - All payments for services are due as marked on this quotation. Unless otherwise noted on this quotation, balance will be due upon arrival of LPN at venue. Interest of 1.25% per month will be charged for past due balances. Payment of Deposit by Client to LPN will be considered as acceptance of LPN standard terms and conditions even if this document is not signed and returned.

Credit Cards - The quoted price reflects a 4% discount for customers that pay with cash or check. We accept Visa, Mastercard, and American Express but cannot extend the discount for credit card purchases.

Cancelations and Refunds - All deposits and payments are non refundable. Should the Client cancel for any reason, once deposit has been accepted, the full balance of the project becomes due.

Damage - LPN is hereby released from any and all claims for damages to Client, by reason of use of said property. Client agrees to indemnify LPN from any and all claims for damage to any person or property by reason of the use of said property by Client or any other from start of rental until said property is returned to LPN.

Indemnity - To the greatest extent permitted by law, Client shall indemnify, defend, hold and save LPN, its officers shareholders, directors, agents, employees, and independent contractors, harmless from all claims and expenses, including court costs and attorney's fees, from damages including death and injury to persons or property which are related in any manner, directly or indirectly, to this lease or the equipment which is the subject hereof, regardless of whether injury is caused in whole or in part by the passive or active negligence, including the gross negligence, of LPN or any other act or omission of LPN or its agents.

Insurance Certificates - LPN may require a certificate of insurance as a prerequisite to the rental of equipment. Client is responsible for all equipment and legal fees connected with rental or collection. Client assumes liability for damages incurred to

the equipment during rental period and will be charged for any lost or damaged equipment. Upon request, LPN will issue Client an additional insured certificate covering Client and or venue for up to 2 million dollars in liability coverage.

Expenses and Freight - Unless otherwise stated in this quotation all freight charges, and travel expenses, including, but not limited to technician's airfare, hotel, per diem charges, ground transportation charges; are considered additional charges for the Client and will be invoiced.

This quotation is based on information and specifications given by the customer at time of proposal. LPN is not responsible for correcting any inadequacies as a result of customer omissions or changing specifications. Conditions at time of show may require additional labor/equipment charges to correct. These additional charges are for the account or the Client.

Fog/Haze - The lasers are dependent upon fog or haze. Client will not hold LPN responsible for the impact of the lasers if Client provided fog/haze is not correct AND/OR if the venue does not allow the use of fog/haze.

Outdoor Shows - requires FAA approval, LPN will obtain this at no charge. If FAA approval is not possible, LPN will terminated all beams (not allow beams to go free into airspace).

Weather Conditions - If weather conditions arise that prevent the show from commencing, LPN will reschedule the show for the following date. Client will not be charged for the additional show day rental; however, the Client will be responsible for all expenses that are incurred for the schedule change. These fees include, but are not limited to, show labor, hotel, per diem, and all travel charges related to the show change. If the rain date cannot be the next day, then LPN will offer Client a credit of equal to 50% of the total show fee to be used on another event within 6 months from the date of the original show. However, if LPN is already on site when the show is rescheduled or cancelled, payment in full is still required.

Personal Guaranty - the Guarantor hereby unconditionally and irrevocably guarantees payment of the amounts agreed to be paid under this Agreement, including payment for the equipment rental, any other damages or indemnity agreed to, including, but not limited to, attorney fees as described above.

The foregoing information is deemed confidential and is to be used solely by the prospective Client. Equipment is subject to availability.

Date: 05/02/2023

Date: _____

Company
Signature: *Christine Jenkin*

Client
Signature: _____

Name/Title: Christine Jenkin, VP

Name/Title: _____



Miami
20209 NE 15th Ct
Miami, FL 33179
Phone: 305-690-6885
Fax: 305-690-6881
www.lasernet.com

Quote Number	23-0045
Name	July 4 Bonita Pyro 2023
Account Manager	Glenn Wright
Quote Date	3/20/2023

Client
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Ship to:
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Ship Date	Return Date	Status	Terms	Total
7/3/2023 2:00 PM	7/5/2023 1:00 PM	Confirmed	50% Dep/50% at show	\$18,175.00

Terms and conditions of Agreement

Laser Production Network, Inc. (LPN) agrees to rent to Client the listed equipment on the proposal provided subject to the terms and conditions set forth below.

Acceptance - All proposals will be valid for a period of 10 days from the proposal date. In the event the proposal is not accepted, signed, and returned to LPN within this period, it will be void. All prices are subject to change without notice following the acceptance period. When accepting proposal, client agrees to use the equipment in a proper manner and agrees that, in the event any of the rented equipment is lost or damaged before it is returned, they will promptly pay an amount equal to the reasonable cost of repair or replacement.

Charges - It is understood that the rental commences as of the date and time specified and ends only when the rented equipment is returned. Should said property not be returned to LPN at the time specified, Client agrees to pay additional rental charges. It is agreed that if the Client fails to pay the rental charges, or if default is made in any of the other terms hereof, LPN may at once take possession of said rented equipment wherever the same may be found and remove the same, and LPN or its agents shall in no way be liable for any claims for damages or injury in the removal of said equipment.

Client further agrees that all charges for rental will be paid as specified in proposal and that all collection fees, attorney's fees, or any other expense incurred in collecting rental charges will be paid by Client. If credit card is supplied by Client to LPN, Client acknowledges and grants LPN the unequivocal right to recover from Client's credit card any charges or amounts due to LPN until paid in full.

Payment - All payments for services are due as marked on this quotation. Unless otherwise noted on this quotation, balance will be due upon arrival of LPN at venue. Interest of 1.25% per month will be charged for past due balances. Payment of Deposit by Client to LPN will be considered as acceptance of LPN standard terms and conditions even if this document is not signed and returned.

Credit Cards - The quoted price reflects a 4% discount for customers that pay with cash or check. We accept Visa, Mastercard, and American Express but cannot extend the discount for credit card purchases.

Cancellations and Refunds - All deposits and payments are non refundable. Should the Client cancel for any reason, once deposit has been accepted, the full balance of the project becomes due.

Damage - LPN is hereby released from any and all claims for damages to Client, by reason of use of said property. Client agrees to indemnify LPN from any and all claims for damage to any person or property by reason of the use of said property by Client or any other from start of rental until said property is returned to LPN.

Indemnity - To the greatest extent permitted by law, Client shall indemnify, defend, hold and save LPN, its officers shareholders, directors, agents, employees, and independent contractors, harmless from all claims and expenses, including court costs and attorney's fees, from damages including death and injury to persons or property which are related in any manner, directly or indirectly, to this lease or the equipment which is the subject hereof, regardless of whether injury is caused in whole or in part by the passive or active negligence, including the gross negligence, of LPN or any other act or omission of LPN or its agents.

Insurance Certificates - LPN may require a certificate of insurance as a prerequisite to the rental of equipment. Client is responsible for all equipment and legal fees connected with rental or collection. Client assumes liability for damages incurred to

the equipment during rental period and will be charged for any lost or damaged equipment. Upon request, LPN will issue Client an additional insured certificate covering Client and or venue for up to 2 million dollars in liability coverage.

Expenses and Freight - Unless otherwise stated in this quotation all freight charges, and travel expenses, including, but not limited to technician's airfare, hotel, per diem charges, ground transportation charges; are considered additional charges for the Client and will be invoiced.

This quotation is based on information and specifications given by the customer at time of proposal. LPN is not responsible for correcting any inadequacies as a result of customer omissions or changing specifications. Conditions at time of show may require additional labor/equipment charges to correct. These additional charges are for the account or the Client.

Fog/Haze - The lasers are dependent upon fog or haze. Client will not hold LPN responsible for the impact of the lasers if Client provided fog/haze is not correct AND/OR if the venue does not allow the use of fog/haze.

Outdoor Shows - requires FAA approval, LPN will obtain this at no charge. If FAA approval is not possible, LPN will terminated all beams (not allow beams to go free into airspace).

Weather Conditions - If weather conditions arise that prevent the show from commencing, LPN will reschedule the show for the following date. Client will not be charged for the additional show day rental; however, the Client will be responsible for all expenses that are incurred for the schedule change. These fees include, but are not limited to, show labor, hotel, per diem, and all travel charges related to the show change. If the rain date cannot be the next day, then LPN will offer Client a credit of equal to 50% of the total show fee to be used on another event within 6 months from the date of the original show. However, if LPN is already on site when the show is rescheduled or cancelled, payment in full is still required.

Personal Guaranty - the Guarantor hereby unconditionally and irrevocably guarantees payment of the amounts agreed to be paid under this Agreement, including payment for the equipment rental, any other damages or indemnity agreed to, including, but not limited to, attorney fees as described above.

The foregoing information is deemed confidential and is to be used solely by the prospective Client. Equipment is subject to availability.

Date: 05/02/2023

Company
Signature: Christine Jenkin

Name/Title: Christine Jenkin, VP

Date: _____

Client
Signature: _____

Name/Title: _____



Quote

Quote Number: 23-0045
July 4 Bonita Pyro 2023

Client	Venue / Site	Ship to:
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org	City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org	City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Account Manager	Shipping Method	Customer PO	Warehouse	Terms	Tax Rule
Glenn Wright	Box Truck		Miami	50% Dep/50% at show	Tax Exempt

Ship Date	Load In	Show Start	Load Out	Return Date	Discount
7/3/2023 2:00 PM	7/3/2022 4:00 PM	7/4/2022 9:00 PM	7/4/2022 11:30 PM	7/5/2023 1:00 PM	

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Smoke Machines & Fans							
Rental	2	Stage Fogger DMX				0.00	0.00
Rental	2	G300 FLUID				0.00	0.00
Rental	2	Fogger Remote 5 Pin				0.00	0.00
Rental	1	New SM Blue Fan				0.00	0.00
Rental	1	Fan SM - Blue	With attachment for tubing			0.00	0.00
Rental	1	Clear Plastic Tubing				0.00	0.00
Smoke Machines & Fans Total:							\$0.00
Audio							
Rental	1	Misc Audio Cords				0.00	0.00
Audio Total:							\$0.00
Computers							
Rental	1	Show Laptop				0.00	0.00
Computers Total:							\$0.00
Pyro							
Rental	27	Fireworks Presentation per minute	30 minute show			650.00	17,550.00
Misc	1	custom Audio for show				625.00	625.00
Pyro Total:							\$18,175.00

Notes:
Client is to provide Hotel rooms for 3 technicians for July 3 and 4th
Power (4 x 20 amp circuits of 110VAC)
Security to keep people back from Pyro site.

Subtotal:	\$18,175.00
Sales Tax:	\$0.00
Discount:	\$0.00
Delivery and Pickup:	\$0.00
Total:	\$18,175.00
Total Applied Payments:	\$0.00
Balance Due:	\$18,175.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	CONTACT NAME: Certificates Department	
	PHONE (A/C, No, Ext): 888-728-0817 FAX (A/C, No): 954-452-0450	
	E-MAIL ADDRESS: certificates@bbimi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AGCS Marine Insurance Co	
	INSURER B: Tokio Marine Specialty Ins Co	23850
	INSURER C: Bridgefield Employers Ins Co	10701
	INSURER D: Infinity Insurance Companies	39497
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 736572067**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	PPK2475168	10/28/2022	10/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			509820064869001	10/28/2022	10/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			PUB836119	10/28/2022	10/28/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PROD/COMP OPS \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0830-55900	10/28/2022	10/28/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INLAND MARINE			MXI93012202-010040	1/1/2023	1/1/2024	Scheduled Equipment \$ 625,559 Rented Equipment \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Laser Light Entertainment - Sales, Service, Rental w/operators.

CERTIFICATE HOLDER**CANCELLATION**

City of Bonita Springs
9101 Bonita Beach Rd
Bonita Springs FL 34135

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Bonita Spring Firework Specifications

July 4th 2022

All products used conform to 49 CFR 173.56(j)(1) and APA Standard 87-1 otherwise known as Consumer class fireworks.

As there are no specific guidelines for this class of fireworks used for a public display

We will defer to NFPA 1123 guidelines for 1.3g class Multi shot devices our largest tube size is 1 inch

For any other enquiries please feel free to contact Glenn Wright at Lasernet

Office 305 690 6885 Mobile 954 330 1668

Glenn_s_wright@yahoo.com



CERTIFICATE OF COMPLETION

This certifies that

Glenn Wright

has successfully completed the course

COVID-19 Awareness



Completion Date

10/26/2020



Certificate #

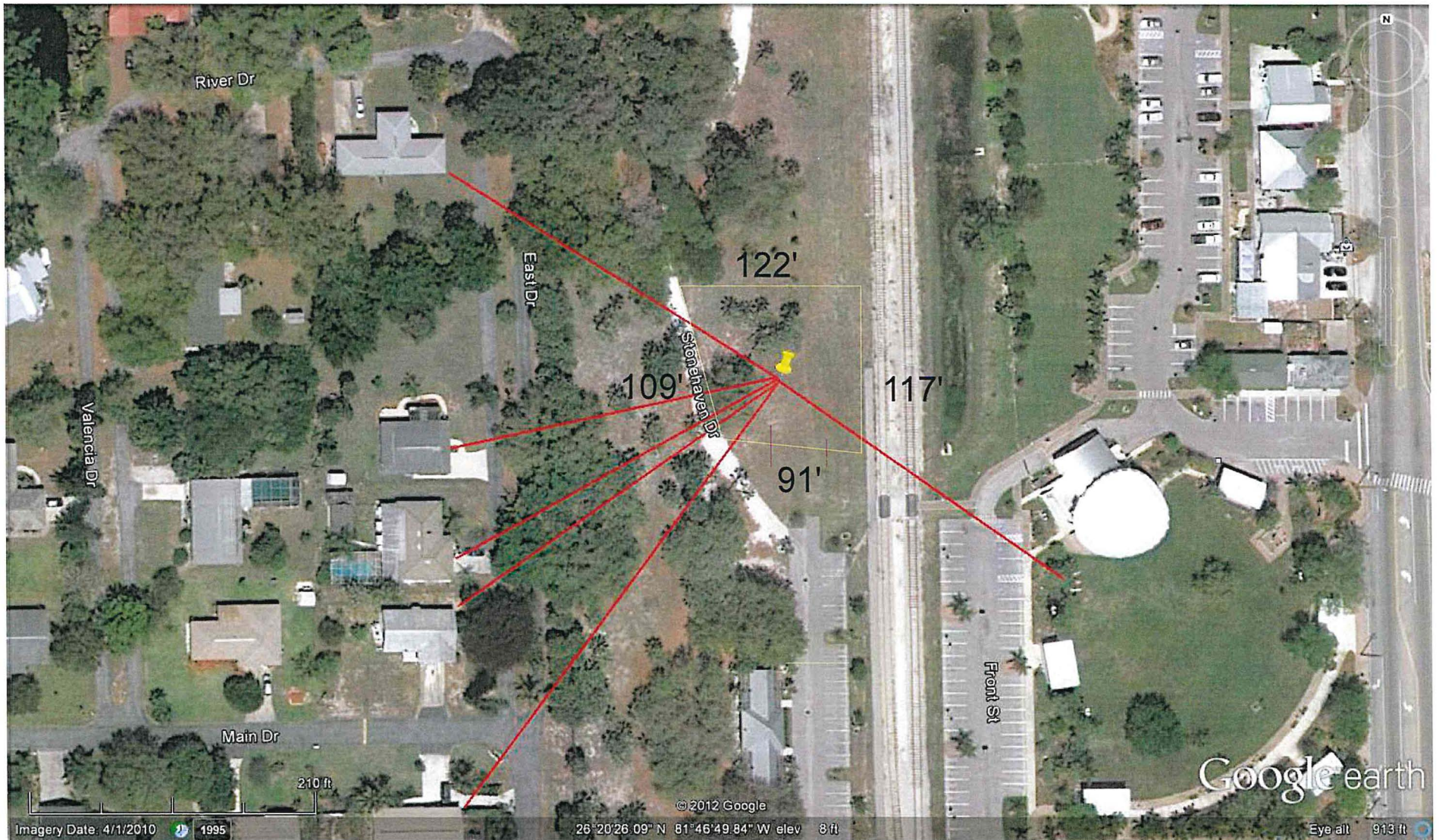
000018069466

A handwritten signature in black ink, reading 'Sarah McLeod', positioned above a horizontal line.

Official Signature



Area Marked With Yellow Lines Proposed Fenced Area This Will Keep The Firing Site Secure Red Lines Indicate Gate Access Big Enough To allow a 16' Box Truck.



We will extend out the area as usual with tape for the actual show for fallout area.



INTERNATIONAL LASER DISPLAY ASSOCIATION

LASER SAFETY OFFICER

For U.S. Laser Light Shows and Displays

Certificate of Completion

awarded to

Glenn Wright

A handwritten signature in black ink, appearing to read "Greg Makhov", written over a horizontal line.

Greg Makhov
Course Instructor

SEPT 10 2010

Date

A handwritten signature in black ink, appearing to read "Patrick Murphy", written over a horizontal line.

Patrick Murphy
ILDA Executive Director



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: CRR/FLS
5400
File Number: 9NV00229

08/20/2022

SUBJECT: **EMPLOYEE POSSESSOR LETTER OF CLEARANCE for:**

GLENN STUART WRIGHT

PYROTECHNICIAN/HELPER
(954)330-1668

1497 KING CHARLES AVE,
PITTSBURGH, PA 15327

and is ONLY valid under the following Federal explosives license/permit:

9-NV-003-23-1J-00229

PYROTECNICO F/X LLC
PYROTECNICO
6963 SPEEDWAY BLVD SUITE 104
LAS VEGAS, NV 89115

Dear GLENN WRIGHT:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

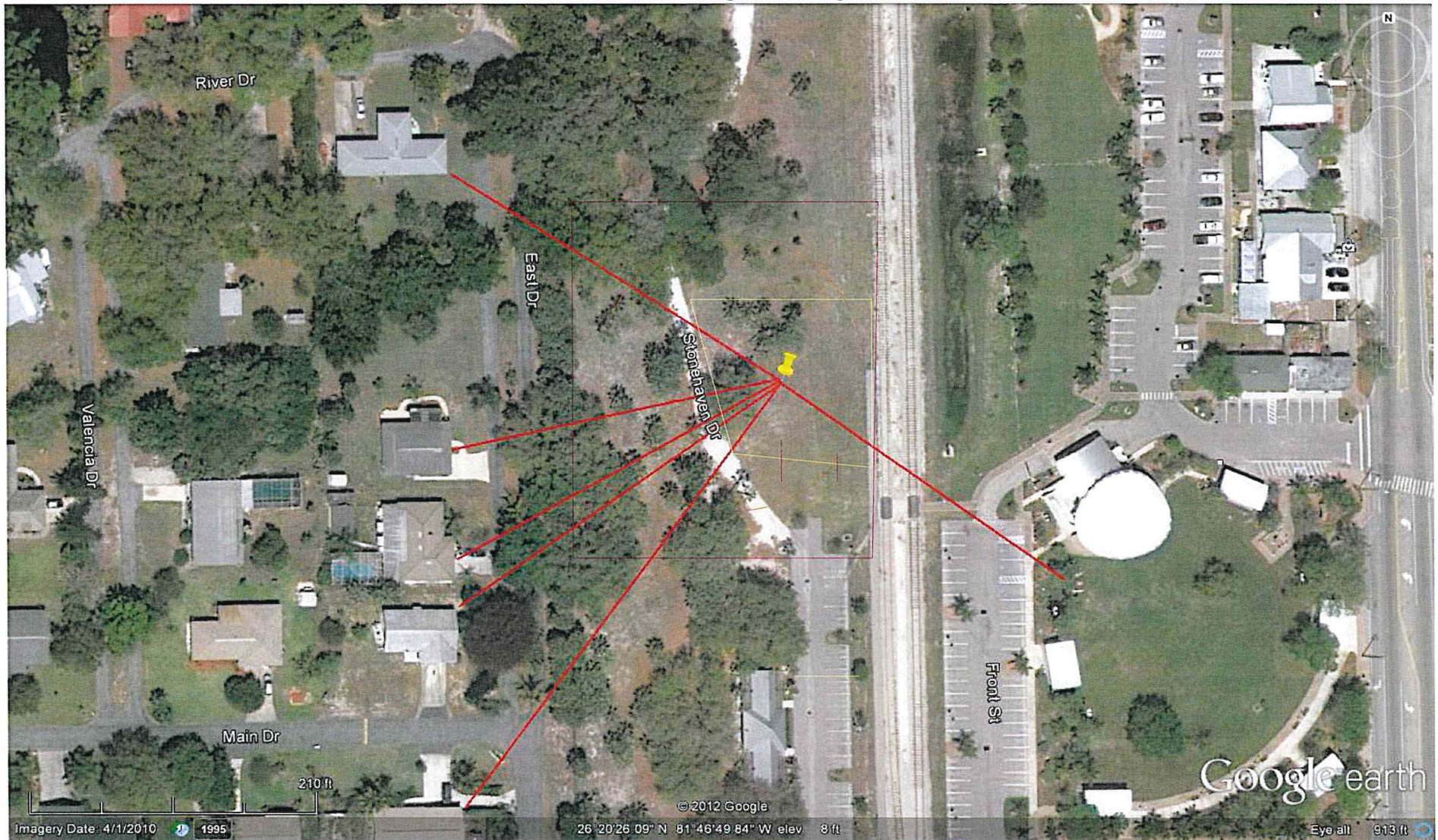
Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

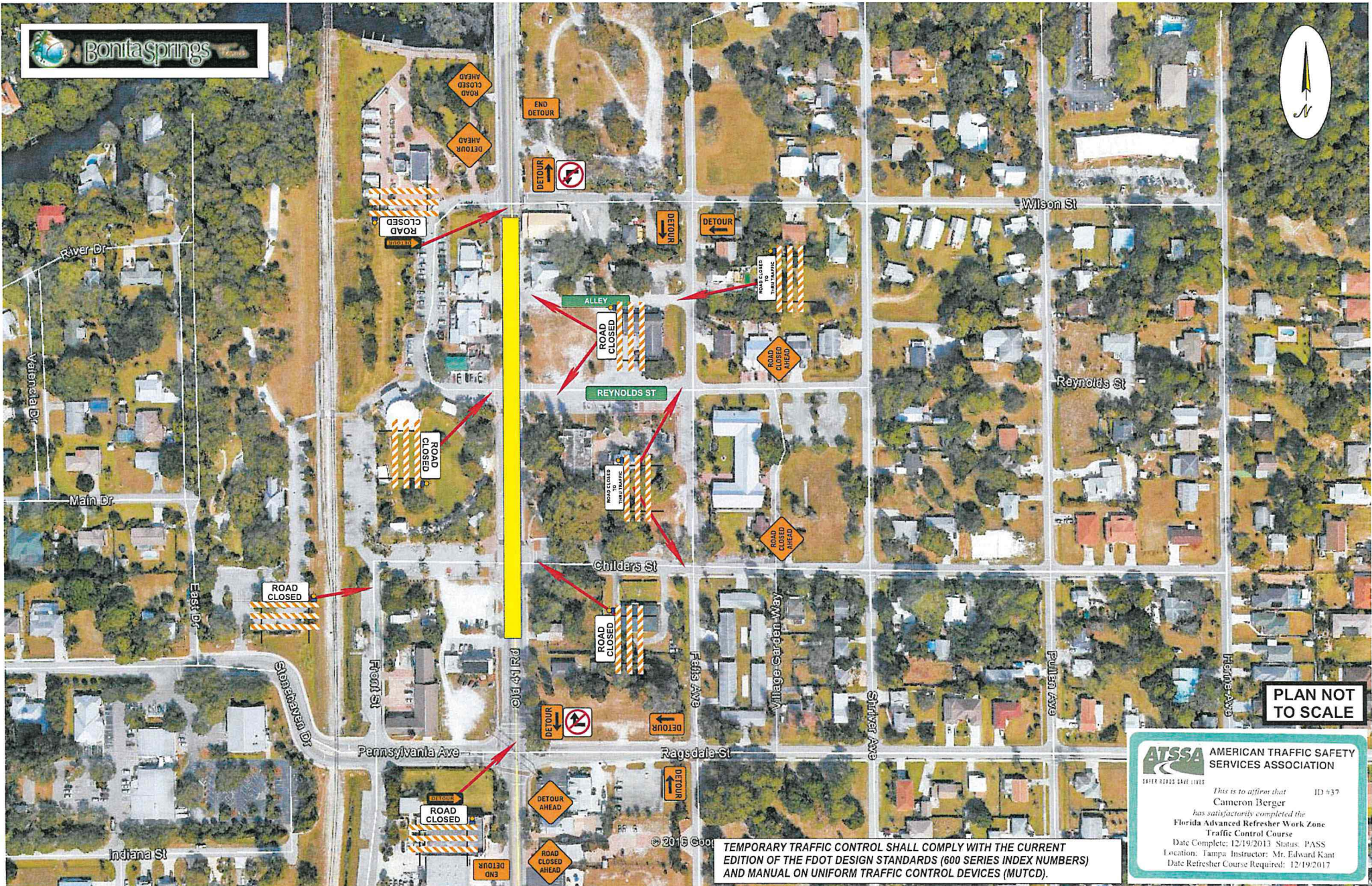
Call toll-free: 1-877-283-3352

WWW.ATF.GOV

Area Marked With Yellow Lines Proposed Fenced Area This Will Keep The Firing Site Secure Red Lines Indicate Gate Access Big Enough To allow a 16' Box Truck.



We will extend out the area as usual with tape for the actual show for fallout area. Fall out area marked as orange circle, Pink Lines extended caution tape area.



PLAN NOT TO SCALE

TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

**ATSSA**
AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES

This is to affirm that
Cameron Berger
has satisfactorily completed the
Florida Advanced Refresher Work Zone Traffic Control Course
Date Complete: 12/19/2013 Status: PASS
Location: Tampa Instructor: Mr. Edward Kant
Date Refresher Course Required: 12/19/2017

ID #37



9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.org

Rick Steinmeyer
Mayor

Jamie Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

May 8th, 2023

Re: Temporary Sale of Alcohol for the Bonita Springs Rotary Club for the Star Spangled Bonita Event on July 4th, 2023.

To Whom It My Concern:

Please be advised that the Bonita Springs Rotary Club is authorized to sell alcohol at the upcoming Star Spangled Bonita Event on July 4th, 2023 at Riverside Park, Bonita Springs, Florida.

Please feel free to contact me at (239) 949-6262 if I may be of additional assistance in this matter.

Sincerely,

Lora Taylor
Communications Director

cc: Arleen Hunter, City Manager

Karessa Minoli

From: Laura Fay <L.Fay@railcold.com>
Sent: Thursday, May 4, 2023 10:43 AM
To: Karessa Minoli
Cc: Justin Morris; Elizabeth Serowka
Subject: RE: City of Bonita Springs 4th of July Event request for Railway Suspension

Hi Karessa,

No problem. Seminole Gulf Railway LP will not run trains on or around Bonita Springs, FL during 7/4/2023. Thank you for requesting permission. We wish you and your team a successful event.

Laura A. Fay

Seminole Gulf Railway LP
Bay Colony Railroad Corp
Florida Freezer LP
FLGO Freight

www.flfreezer.com / www.floridarail.com / www.baycolonyrailroad.com / www.flgofreight.com / www.semgulf.com
4110 Centerpointe Drive, Suite 207
Fort Myers, FL 33916
Office: 239-275-6060, ext. *103#
Fax: 239-275-0581

From: Karessa Minoli <karessa.minoli@cityofbonitasprings.org>
Sent: Thursday, May 4, 2023 8:47 AM
To: Laura Fay <L.Fay@railcold.com>
Subject: City of Bonita Springs 4th of July Event request for Railway Suspension

Good morning,

My name is Karessa and I am the Community Relations Specialist with the City of Bonita Springs. I assist with organizing community events.

We are hosting our annual 4th of July Star Spangled Bonita event on Tuesday, July 4th, 2022. Star-Spangled Bonita will take place from approximately 6 pm-dusk. The firework launch site will be placed in Depot Park, near the railroad, as usual. Set-up will begin the day before the event.

As in the past, we are requesting you suspend the use of the railway during the event. Please send confirmation if this is approved.

Attached is the certificate of insurance.

Please let me know if you have any questions.

Thank you and have a wonderful day!

Karessa Minoli | Community Relations Specialist



9101 Bonita Beach Road, Bonita Springs, FL 34135
phone | (239) 949-6262 • fax | (239) 949-6239
email | Karessa.Minoli@cityofbonitasprings.org
website | www.cityofbonitasprings.org



-Click these icons to connect with us on social media!

CERTIFICATE OF COVERAGE**Certificate Holder**

SEMINOLE GULF RAILWAY
4110 CENTERPOINTE DRIVE SUITE 2017
FORT MYERS FLORIDA 3316

Administrator

Issue Date 5/4/2023

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:**FLORIDA MUNICIPAL INSURANCE TRUST****AGREEMENT NUMBER:** FMIT 0927**COVERAGE PERIOD:** FROM 10/1/22**COVERAGE PERIOD:** TO 10/1/23 12:01 AM STANDARD TIME**TYPE OF COVERAGE - LIABILITY****General Liability**

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- ☒ Errors and Omissions Liability
- ☒ Employment Practices Liability
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY☒ **Buildings**

- ☒ Basic Form
- ☒ Special Form

☒ **Personal Property**

- ☐ Basic Form
- ☒ Special Form

☐ Agreed Amount☒ Deductible \$10,000☒ Coinsurance 80%☐ Blanket☒ Specific☒ Replacement Cost☐ Actual Cash Value☒ **Miscellaneous**

- ☒ Inland Marine
- ☒ Electronic Data Processing
- ☐ Bond

Limits of Liability on File with Administrator**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability \$1,000,000 Each Accident
\$1,000,000 By Disease
\$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐ SIR Deductible N/A

Automobile/Equipment - Deductible

- ☒ Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: July 4, 2023 Event

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs FL 34135-4215

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



*Protecting the **Communities** We Call **Home***

5/4/2023

Seminole Gulf Railway
4110 Centerpointe Drive Suite 2017
Fort Myers Florida 3316

RE: July 4, 2023 Event

To Whom It May Concern:

The Florida Municipal Insurance Trust is unable to name Seminole Gulf Railway as an additional insured due to the operation of § 768.28, Florida Statutes, affecting sovereign immunity.

Specifically, entities that are not themselves governmental entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. This self-insurance program is predicated upon the concept of sovereign immunity among its insureds. Therefore, entities that do not qualify for protection under this statute are not eligible to be an additional insured.

We appreciate your understanding and should there be any additional questions, please feel free to contact the undersigned.

Sincerely,

Valerie Burns
Underwriting Manager

VB/sf
Enclosure



PO Box 538135
Orlando, FL 32853-8135



Phone: 407.425.9142
Fax: 407.425.9378



insurance.flcities.com

You do not have to partner with the charities on this list. You may choose any charity. This list is intended as informational only.

SPECIAL EVENT
PERMIT APPLICATION

PERMIT. SEP- _____



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00

Phone: 239/949-6262

Fax: 949-6239

☐ \$25.00 (501C3 organizations)

Fee is non-refundable

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take 45 days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting after the 45 days. Please take this into consideration when planning your event.

Organization: BONITA SPRINGS PROFESSIONAL FIRE FIGHTERS LOCAL 3444

Nature of Event: INDEPENDENCE DAY PARADE

Location (Attach Site Plan): _____

Date

Set-Up Time

Actual Event Times

Take Down Time

6-4-23

7am to

1pm

9am to

12pm

12pm to

1pm

For multiple dates, please attach letter.

Has this event been held in the past?

YES

If so, when was the last event?

6-4-22

Individual Contact for Activity/Event: FRANK TODD

Phone: 239-220-0593

Address: _____

Website: WWW.BONITASPRINGS

E-Mail Address: TODD@BONITAFIRE.ORG

PARADE.COM

Major Sponsor(s): G+C AUTOMOTIVE + TOWING

Promoter(s): _____

Phone or Contact #: _____

1. Crowd: Is anticipated crowd size 1,000 or more?

Yes ☒

No ☐

Actual Anticipated number: 3000

2. Parking: Will off-site parking be provided? _____

☐

☒

Will "shuttle" service to parking be provided? By whom? _____

☐

☒

4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan.

☐

☒

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | ☐ | ☒ |
| 6. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | ☐ | ☒ |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | ☐ | ☒ |
| 8. Alcohol Beverages: Will alcoholic beverages be sold _____ or consumed _____ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: _____
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | ☐ | ☒ |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____
Contact Number: _____ | ☐ | ☒ |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | ☐ | ☒ |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | ☒ | ☐ |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | ☒ | ☐ |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | ☐ | ☒ |
| 14. Food/Cooking: Will food be cooked _____ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☐ | ☒ |

15. Sanitary Facilities:

Yes No

Will temporary sanitary facilities be provided? If yes, indicate location on site plan.

☐ ☒

Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.

☐ ☒

Will additional refuse containers/dumpsters be provided?

☐ ☒

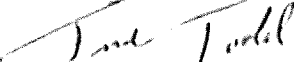
If yes, by whom: _____

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs as additional insured. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.
17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT, OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED IF CONDITIONS HAVE CHANGED ON THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend, and hold harmless, the City of Bonita Springs, its agencies, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.


Signature of Applicant

5-11-23
Date

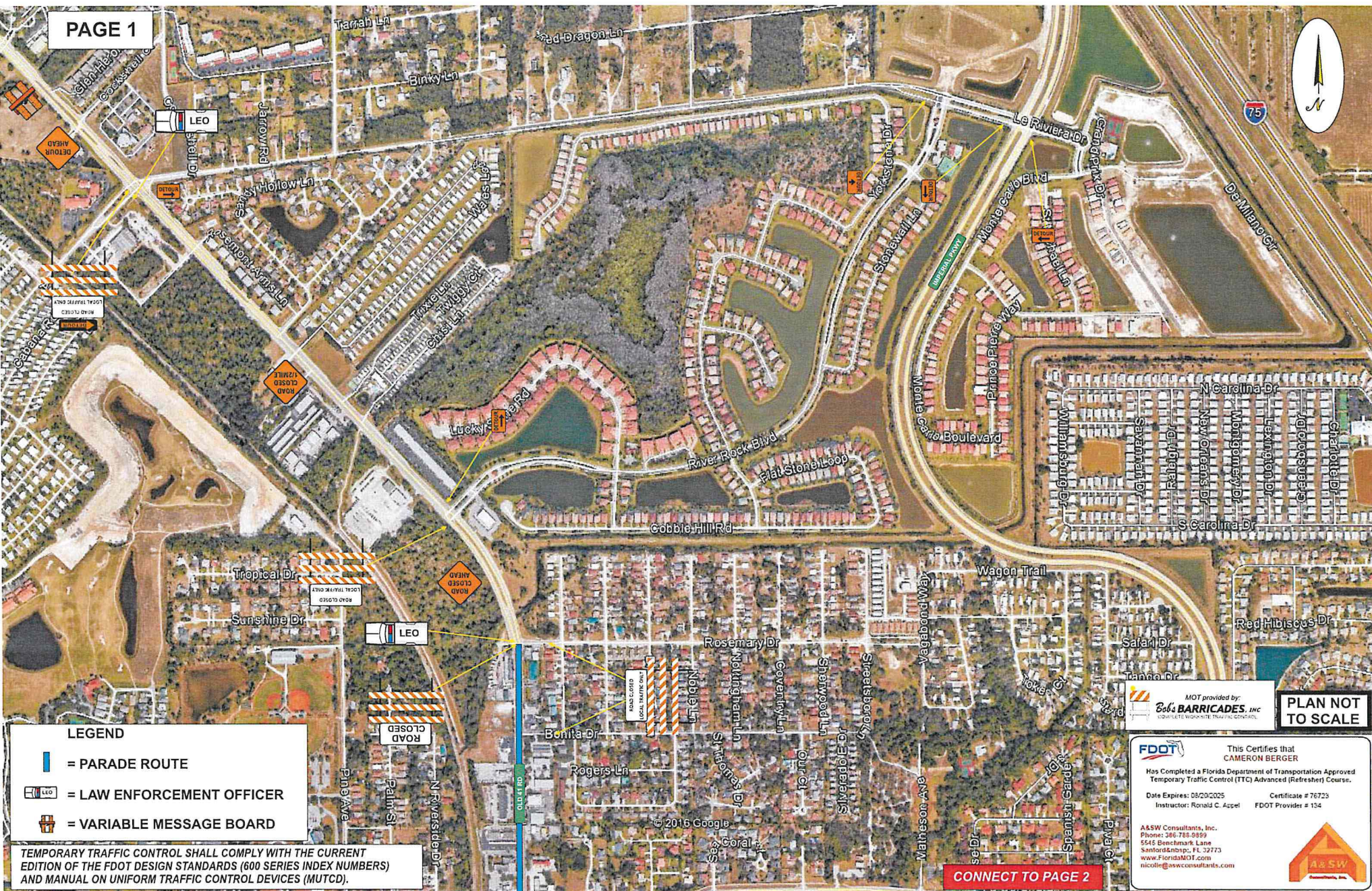
Comments: _____

City Manager

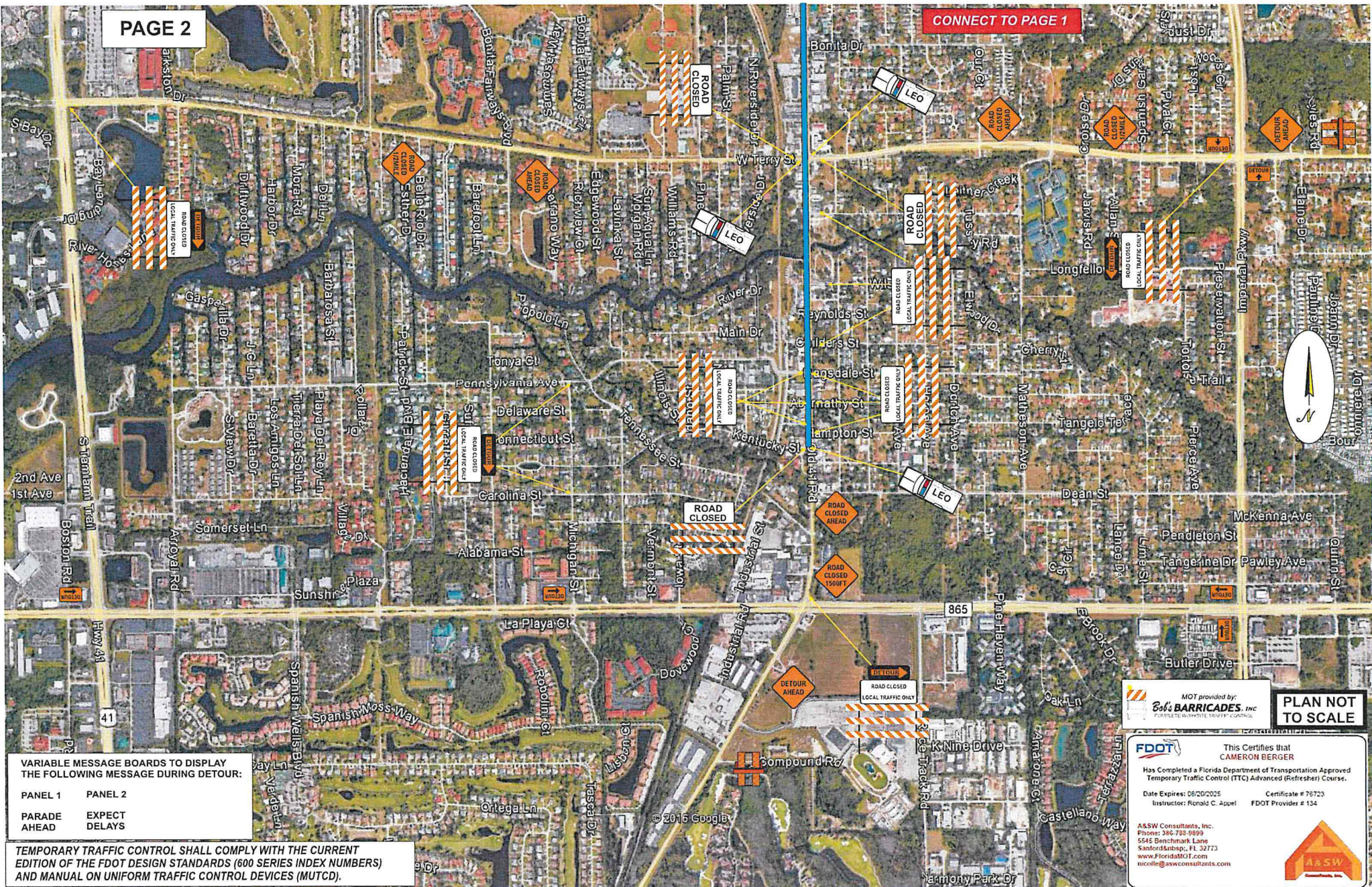
Date

Comments

Application Fee is non-refundable



CONNECT TO PAGE 2





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Management Associates, Inc. P. O. Box 2416 Daytona Beach FL 32115		CONTACT NAME: Patricia Jenkins PHONE (A/C, No, Ext): (386) 252-6176 FAX (A/C, No): (386) 239-4049 E-MAIL ADDRESS: trish.jenkins@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Insurance Company of Pittsburgh, Pa.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2351189124

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			VFNU-TR-0022195-02	10/11/2022	10/11/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	☒ AUTOMOBILE LIABILITY			VFNU-TR-0022195-02	10/11/2022	10/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$	
A	☒ UMBRELLA LIAB ☒ OCCUR			VFNU-TR-0022195-02	10/11/2022	10/11/2023	EACH OCCURRENCE \$ 2,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 4,000,000
	☐ DED ☐ RETENTION \$						Products - Comp/OP Ag \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate of Insurance issued as Proof of Coverage for the Fourth of July Event.

CERTIFICATE HOLDER

CANCELLATION

City of Bonita Springs 9101 Bonita Beach Road, SE Bonita Springs FL 34135	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Independence Day Parade **PARTY IN THE USA**



TUESDAY, JULY 4TH @ 9AM

Beginning in 1958, the Independence Day Parade has become one of Bonita Springs' longest running traditions. Each year your Bonita Springs Professional Firefighters-Local 3444 organize and host the widely enjoyed Independence Day Parade.

For more information on the Bonita Springs Independence Day Parade, to submit a monetary donation, advertise on the parade map, or to participate with floats, walkers, or representatives, please visit our website at **WWW.BONITASPRINGSPARADE.COM**

Or contact Parade Coordinator Frank Todd at 239-220-0593. Payment options are available online and via Cash App. Proceeds from the parade will benefit the Bonita Springs Firefighters Benevolent Fund.



Bonita Springs **2023 PARADE HOSTED BY**
FIREFIGHTERS
LOCAL 3444



2023 PARADE HOSTED BY
Bonita Springs FIREFIGHTERS
LOCAL 3444

PARTY IN THE USA



2023 Independence Day Parade

Help us make this year the best yet!

Consider a Sponsorship or Donation! (TAX DEDUCTIBLE)

All proceeds after expenses will benefit the Bonita Springs Professional Firefighters Benevolent Fund.

[SPONSORSHIP](#)

[BE IN THE PARADE](#)

[DONATE](#)



[WATCH THE PARADE](#)

REQUESTED MOTION: Discussion regarding a request for permit coordination with West Coast Inlet Navigation District (WCIND) for the maintenance dredging of Week's Fish Camp Marina Access Channel.

REQUESTOR: Council Member Jamie Bogacz, District 1

AGENDA: Mayor & Council Member Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

London Bay, the developer of the historical Week's Fish Camp property, would like to dredge the existing channel, at their own cost and expense, as it has silted in over time and due to Hurricane Ian. They have requested that the West Coast Inlet Navigation District (WCIND) coordinate the permitting process. The City has the opportunity to help facilitate the project by submitting the attached letter to Lee County.

I would like to discuss with Council whether direction should be given to staff to submit the attached draft letter to Lee County to assist with coordination.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Draft letter and exhibits
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

May 17, 2023

DRAFT

Steve Boutelle
Marine Operations Manager
Natural Resources Division
1500 Monroe Street, 3rd Floor
Fort Myers, Florida 33901

RE: Week's Fish Camp Marina Access Channel – Permit Coordination Request

Dear Mr. Boutelle:

The City of Bonita Springs has recently approved the land development permits for the redevelopment of the historical Week's Fish Camp. The property has been vacant since 2014. Public elements of the project include a public boat ramp with 25 trailer parking spaces, boarding pier, 10 wet slips, two law enforcement slips, kayak launch, passive sunset park, ships store, and restrooms.

A short segment of channel providing access to the marina has shoaled and now requires maintenance dredging. Lack of use since the marina closure has allowed soft sediments to slough into this approximately 900-foot long channel segment extending from the Pelican Landing property to the marina entrance (see attached exhibit). Recently, Hurricane Ian degraded the channel further by depositing sediment and debris.

Environmental permitting is required through the Florida Department of Environmental Protection (FDEP) and the US Army Corps of Engineers for the dredging. Because this channel is located within the Estero Bay Aquatic Preserve, review of the permit will require additional scrutiny by the FDEP.

The City respectfully requests the County's support to engage the West Coast Inlet Navigation District (WCIND) to be the applicant for these permits. The WCIND supports public water access and would be beneficial during the FDEP permit review for meeting the required public interest criteria.

No costs shall be incurred by the City or County. The developer has agreed to cover all design, permitting, and construction costs for the project.

Respectfully,
City Of Bonita Springs

REQUESTED MOTION: (First Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND SEC. 4-1052-BACKYARD HENS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

REQUESTOR: John Dulmer & Sean Gibbons, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: N/A

BACKGROUND:

The City of Bonita Springs Backyard Hen Program began in 2015 as a pilot program to test the need and viability for allowing a limited number of permit holders, capped twenty-five (25) households, the ability keep up to four (4) hens on property, subject to corresponding permitting approval and regulatory standards. Roughly a year thereafter, the City Council at the time chose to fully adopt and codify the program, electing to leave the twenty-five (25) household limit in place.

On May 3, 2023, City Council directed staff to prepare an ordinance to remove the limit of households allowed to have backyard hens. Staff has revised and updated the current regulation(s) to remove the twenty-five (25) household permit holder limit and updated code language for clarity and consistency.

The amendments are scheduled for the May 18th Local Planning Agency meeting and June 7th City Council meeting for second reading.

STAFF RECOMMENDATION: Move to the Second Reading and Public Hearing.

ATTACHMENTS:

1. Revised Code Language (Sec. 4-1052. Backyard Hens) in Strike-Through/Underline Format.
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	John Dulmer

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 23 – __

AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND SEC. 4-1052-BACKYARD HENS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida is the governing body of Bonita Springs; and

WHEREAS, on December 5, 2012, adopted a two-year pilot program to permit backyard hens on a limited number of residential properties; and

WHEREAS, on December 17, 2014, City Council adopted Resolution No. 14-60 to extend the pilot program until such time that an ordinance could be adopted to codify the program; and

WHEREAS, on March 18, 2015, the City Council adopted Ordinance No. 15-06 creating a program under which no more than twenty-five permit holders at any given time could be allowed up to four (4) backyard hens on residential properties; and

WHEREAS, the City Council now wishes to amend the Ordinance to remove the limit of permit holders that may have backyard hens.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted as legislative findings of the City Council and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

Section 2. Amending Land Development Code

The Bonita Springs City Code is hereby amending the pertinent provisions of the Land Development Code, with deletions depicted with ~~strike throughs~~ and underlined language as additions, as provided and further depicted in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any part of this Ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part as if adopted with such part had not been included herein.

Section 4. Conflicts of Law

This Ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of the requirements of state of federal law, the more restrictive shall apply.

Section 5. Codification and Scrivener's Errors

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Bonita Springs Code; that sections of this Ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and that any typographical errors which do not affect the intent may be authorized by the City Manager without need of public hearing, by filing a corrected copy with the City Clerk. It is further the intent of the City Council that the provisions of this Ordinance may be modified as a result of consideration that may arise during public hearing(s) and that such modifications shall be incorporated into the final version.

Section 6. Effective Date

This Ordinance shall be effective immediately upon its adoption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita
Springs, Florida this day of , 2023.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: Michael Sheffield, City Clerk

By: _____
Mayor Rick Steinmeyer

Reviewed for legal sufficiency:

By: _____
City Attorney's Office

Vote:

Steinmeyer

Bogacz

Purdon

Carr

Corrie

Fullick

Forbes

Date filed with City Clerk: _____

Sec. 4-1052. Backyard Hens.

- (a) *Purpose.* The City of Bonita Springs allows a ~~limited number of~~ permits for "backyard hens" that are kept in the backyards of single-family or duplex residential units under certain conditions. ~~At any time, only 25 households within the City of Bonita Springs may be permitted for backyard hens.~~
- (b) *Letter of determination for backyard hens.* The city manager or designee will review and approve applicants utilizing the Letter of Determination process at a fee of ~~\$50.00~~ 25.00, where applicants are selected based on meeting specific criteria contained in the backyard hens permit approved by this section.
- (1) Residents must apply for a Letter of Determination to allow hens in backyard coops.
 - (2) Community Development will issue a Letter of Determination, subject to subsection (c) of this section.
- (c) *Permit requirements.*
- (1) Applicants of single-family or duplex dwellings within the City of Bonita Springs may apply for a Letter of Determination by submitting an application, a site plan indicating proposed coop location, and preliminary plans for the covered coop to the Community Development Department. Community development has the final authority to approve or deny permit a permit. A staff representative will review the application and perform a site visit prior to final permit approval.
 - (2) Up to four (4) hens are allowed at a single-family or duplex residence.
 - (3) No sale of eggs or chicken products. Eggs should be consumed by household.
 - (4) Roosters are prohibited.
 - (5) Townhome, multi-family and similar units are prohibited from keeping hens.
 - (6) Hens must be contained within a covered chicken coop and fenced pen area. The coop and fenced pen area must be located in the rear half of the residential lot behind the principal structure. It shall be unlawful for any person to allow hens to run at large upon the streets, alleys, or other public places of the city, or upon the property of any other person.
 - (7) The coop and fenced pen area shall meet or exceed the zoning district's setbacks for accessory structures for the subject property and must be set back a minimum of 20 feet from any adjacent residential principal structure or accessory structure that contains a residential unit which is off the subject property (unless the adjacent neighbor agrees in writing to a lesser setback or a waiver of these requirements). ~~, and meets the zoning district's setbacks for accessory structures for the subject property.~~
 - (8) The coop and pen area must be kept in a clean sanitary manner, free of insects and rodents, offensive odors (odor must be undetectable at property line), excessive noise, or any other condition which could potentially cause a nuisance (i.e., the coop should be cleaned frequently). The coop shall be visually screened from view by the adjoining parcel (e.g., plants, fencing, or placed so it is out of sight). Stored feed must be secured in metal containers to prevent mice and other pests.
 - (9) No slaughtering of the hens is allowed on the subject site.
 - (10) As long as the coop is movable or prefabricated and is 12 square feet or less, no building permit is required. Stationary or affixed coops larger than 12 square feet will require an accessory structure building permit, a condition of which may be required to be removed upon ceasing to keep an active permit for over six months.
 - (11) If a resident decides not to continue with their permit, if the permit is revoked pursuant to section (4), or this section is repealed, the resident is responsible for finding appropriate homes for the hens.
 - (12) If this section is repealed, the city will mail notices to each active permit holder advising that they will need to relocate their hens, providing them at least 60 days' notice from the adoption of any ordinance repealing the backyard hens permit.
-

(d) *Revocation and transfer of permits.*

(1) *Revocation.* A permit may be revoked by the city for the following reasons:

- a. Inactivity. If a permit holder fails to obtain hens within six months of obtaining the permit.
- b. Inactivity. If a permit holder discontinues maintaining hens for a six-month period.
- c. If, after notice and reasonable time in which the grounds for revocation may be corrected, the resident fails to comply with any of the standards in this section, any condition of approval, or the diagram or plans.
- d. Revocation may also occur if there are more than three separate complaints occurring in a 90-day period arising from the backyard hens, such as loud noise at night, offensive smells, or roaming at large.
- e. If revoked, neither the resident nor anyone else on the same premises may reapply for a period for 12 months from the date of revocation. All hens must be removed from the property during any time the permit is revoked.

(2) *Transfer.* A permit issued pursuant to this section shall not be transferred to a subsequent property owner. Any subsequent property owner will be required to reapply for a permit pursuant to this section if the subsequent property owner wants backyard hens.

~~(3) *Priority status.* Any active permit holder who relocates to a new location may apply for a backyard hen permit with a priority status of not having to be waitlisted behind property owners who do not currently have a permit. The reason is to allow continuity of ownership for existing hens in Bonita Springs.~~

~~(4)~~(3) *Property owner withdrawal of consent.* The property owner may withdraw its consent to the permit at any time by submitting a letter instructing the city to cancel the permit. The letter must include evidence that the permit holder received notice of this withdrawal and the cancel date for the permit. The property owner may reinstate consent within 30 days from the cancel date, otherwise, a new permit application must be submitted to accommodate backyard hens.

(e) *Enforcement.* ~~Community Development will refer cases~~ Violations will be referred to the city's ~~code enforcement department~~ Neighborhood Services (Code Enforcement) Department when a person maintains hens on their property without a permit or violates the provisions of this section. Any person who violates any section of this section or fails to comply with any of its requirements may be prosecuted through the city's code enforcement process. The code enforcement officers may, in addition, or alternatively, to pursuing criminal penalties or seeking injunctive relief, bring violations before the code enforcement hearing examiner, in accordance with all of the provisions of, and pursuant to, the enforcement procedures established under section 2-107-et seq. Each separate occurrence of a violation of this section shall constitute a separate violation and shall be punishable as such.

REQUESTED MOTION: Continue the adoption of an ordinance approving the Petition of Bonita Springs Utilities, Inc., to Approve Special Service Charges for Sun Village Estates and the Lakes of San Souci.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND: Bonita Springs Utilities, Inc. (BSU) has provided the City a petition to approve special service charges for Sun Village Estates and the Lakes of San Souci.

Bonita Springs Utilities is requesting to adopt an adjustment to the current tariff (rate) structure specifically relating to BSU's need to establish special service charges for Sun Village Estates and the Lakes of San Souci to further the conversion from existing septic to a centralized wastewater system.

Pursuant to Section 27 of the Charter, a petition for rate changes must be approved by Ordinance.

Unfortunately due to adversiting requirements the ordinance originally scheduled for adoption at public hearing on May 17, 2023 at 9:00 am in the City Council Chambers will be continued to June 7, 2023 at 5:30 pm.

STAFF RECOMMENDATION: None.

ATTACHMENTS:

1. Draft Ordinance
2. BSU Petition for Sun Village Estates and BSU Petition for Lakes of San Souci

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	

REQUESTED MOTION: Adopt a resolution that provides the Bonita Springs City Council's notice and consent to the Lee County Board County Commissioners for the establishment of the Saltleaf Community Development District within the municipal boundaries of Bonita Springs

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: #8 Economic Development

BACKGROUND:

LB Raptor Bay Investments, LLC has requested to establish the Saltleaf Community Development District (CDD) pursuant to the Uniform Community Development District Act of 1980. Staff has reviewed the request and finds that the proposed Saltleaf CDD is consistent with approved entitlements of the included parcels and will be a benefit to the taxpayers of the City in providing for the construction and maintenance of necessary and committed public infrastructure associated with the Saltleaf on Estero Bay (formerly known as Bayview) and Pelican Landing Parcel F-1 (Raptor Bay) projects.

The current Bayview project received development permits for high-rise multi-family residential development, a marina with public access, and associated infrastructure. The Raptor Bay project was purchased by LB Raptor Bay Investments, LLC in 2020 after the approval of the planned development amendment pursuant to the Final Judgment Confirming Final Arbitration Order for Case 17-CA-3966. The Raptor Bay project is zoned for up to 503 dwelling units. No local development order (development permit) has been submitted for residential development on that portion of the property.

Staff has prepared a resolution, which provides to the Lee County Board County Commissioners, the City of Bonita Springs notice and consent for the establishment of the Saltleaf Community Development District within the municipal boundaries of Bonita Springs. This will allow the Lee County Board of County Commissioners to further the processing of the County's CDD Petition. The CDD will be an independent special taxing district responsible for onsite infrastructure including the marina facilities, stormwater, roadways, and utilities.

STAFF RECOMMENDATION: Adopt the resolution.

ATTACHMENTS: Saltleaf Community Development District (CDD) Petition
Saltleaf Community Development District (CDD) Resolution

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Department Director:

UPDATED PETITION TO ESTABLISH THE SALTLEAF COMMUNITY DEVELOPMENT DISTRICT

Submitted by:

Jere Earlywine
Florida Bar No.155527
jere@kelawgroup.com
KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
(850) 528-6152 (telephone)

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

(AND THE CITY COUNCIL FOR THE CITY OF BONITA SPRINGS, FLORIDA, FOR APPROVAL)

**PETITION TO ESTABLISH THE SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, LB Raptor Investments, LLC, a Florida limited liability company (“**Petitioner**”), hereby petitions the Lee County Board of County Commissioners, Lee County, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, to establish a Community Development District (“**District**”) with respect to the land described herein. Pursuant to Section 190.005(2)e., Florida Statutes, the District also requests the approval of the City of Bonita Springs.¹ In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located within Lee County, Florida, and the City of Bonita Springs. **Exhibit 1** depicts the general location of the project. The proposed District covers approximately 197.36 acres of land. The site is generally located east of Estero Bay, west of South Tamiami Trail and north of Coconut Road. The metes and bounds description of the proposed external boundaries of the District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are approximately 33.40 acres within the internal boundaries of the District that will be excluded (“Excluded Parcels”). The metes and bounds description of each Excluded Parcel is set forth in **Exhibit 3**. The Excluded Parcels are owned as follows:

<u>Owned By</u>	<u>Address</u>
Pelican Landing Timeshare Ventures Limited Partnership	1200 Bartow Road, Suite 40 Lakeland, Florida 33801
Pelican Landing Timeshare Ventures Limited Partnership	1200 Bartow Road, Suite 40 Lakeland, Florida 33801
HPC Developer LLC	9002 San Marco Court Orlando, Florida 32819

There is no intent on behalf of the District for any District facilities or services to be installed and/or constructed on the Excluded Parcels. Moreover, no special assessments will be imposed on the Excluded Parcels. Excluding the Excluded Parcels from the boundaries of the District will not have an impact on the development of either the District or the Excluded Parcel.

3. Landowner Consent. Petitioner has obtained written consent to establish the District from the Landowners of one hundred percent (100%) of the real property located

¹ Pursuant to Section 190.005(2)e., “[i]f any of the land area of a proposed district is within the land area of a municipality, the county commission may not create the district without municipal approval.”

within the boundaries of the proposed District in accordance with Section 190.005, Florida Statutes. Documentation of this consent is contained in **Exhibit 4**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are Craig Klinginsmith, Stephen Wilson, Sabra Smith, John Stamoulis and Brian Simper. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is Saltleaf Community Development District.

6. Future Land Uses. The general distribution, location, and extent of the public and private future land uses proposed for the District, in accordance with the future land use plan elements of the applicable Future Land Use Plans, is identified in **Exhibit 5**. The existing land uses for lands contained within the proposed District are wetland, outlying suburban, resource protection and Coconut Village.

7. Major Water and Wastewater Facilities. **Exhibit 6** shows the major trunk water mains and sewer interceptors and outfalls that would serve the proposed District, as well as the proposed drainage patterns for lands within the proposed District. **Exhibit 6** also includes letters from Bonita Springs Utilities, Inc., confirming the availability of water and wastewater service for the lands within the proposed District.

8. District Facilities and Services. **Exhibit 7** describes the type of facilities Petitioner presently expects the District to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. These facilities will serve the residential development within the District. The estimated costs of constructing the infrastructure serving lands within the proposed District are also identified. Currently, these improvements are estimated to be made, acquired, constructed, and/or installed over an estimated five year period from 2023 to 2028. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs (“**SERC**”) prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data.

10. Landowner Deed. A copy of the warranty deed which includes the lands to be located within the proposed District is provided in **Exhibit 9**.

11. Authorized Agent. The Petitioner is authorized to do business in Florida. **Exhibit 10** identifies the authorized agent for the Petitioner. Copies of all correspondence and official notices should be sent to:

Jere Earlywine
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 528-6152 (telephone)

12. This petition to establish the Saltleaf Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan, the Lee County Comprehensive Plan and City of Bonita Springs Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the County and City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Lee County Board of County Commissioners, Lee County, Florida, that:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes; and

c. consent to the District's exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, both as authorized and described by Section 190.012(2), Florida Statutes; and

d. grant such other relief as appropriate;

AND FURTHER respectfully requests that, pursuant to Section 190.005(2)e., Florida Statutes, the City Council for the City of Bonita Springs, Florida provide its approval of the foregoing.

I HEREBY CERTIFY THAT, TO MY KNOWLEDGE, THE FACTS CONTAINED IN THE UPDATED PETITION TO ESTABLISH THE SALTLEAF COMMUNITY DEVELOPMENT DISTRICT ARE TRUE AND CORRECT.

RESPECTFULLY SUBMITTED this 9th day of March, 2023.

BY:



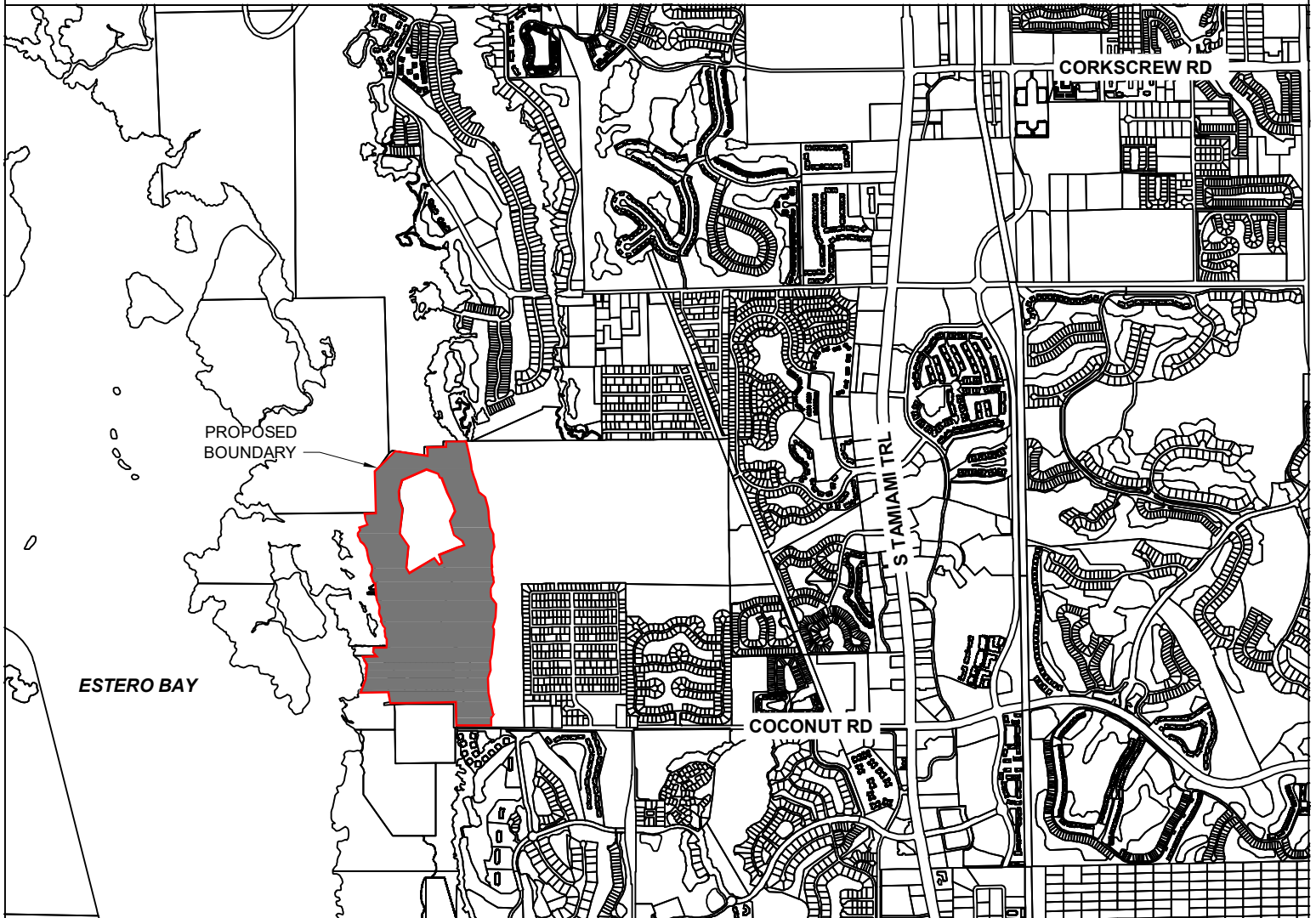
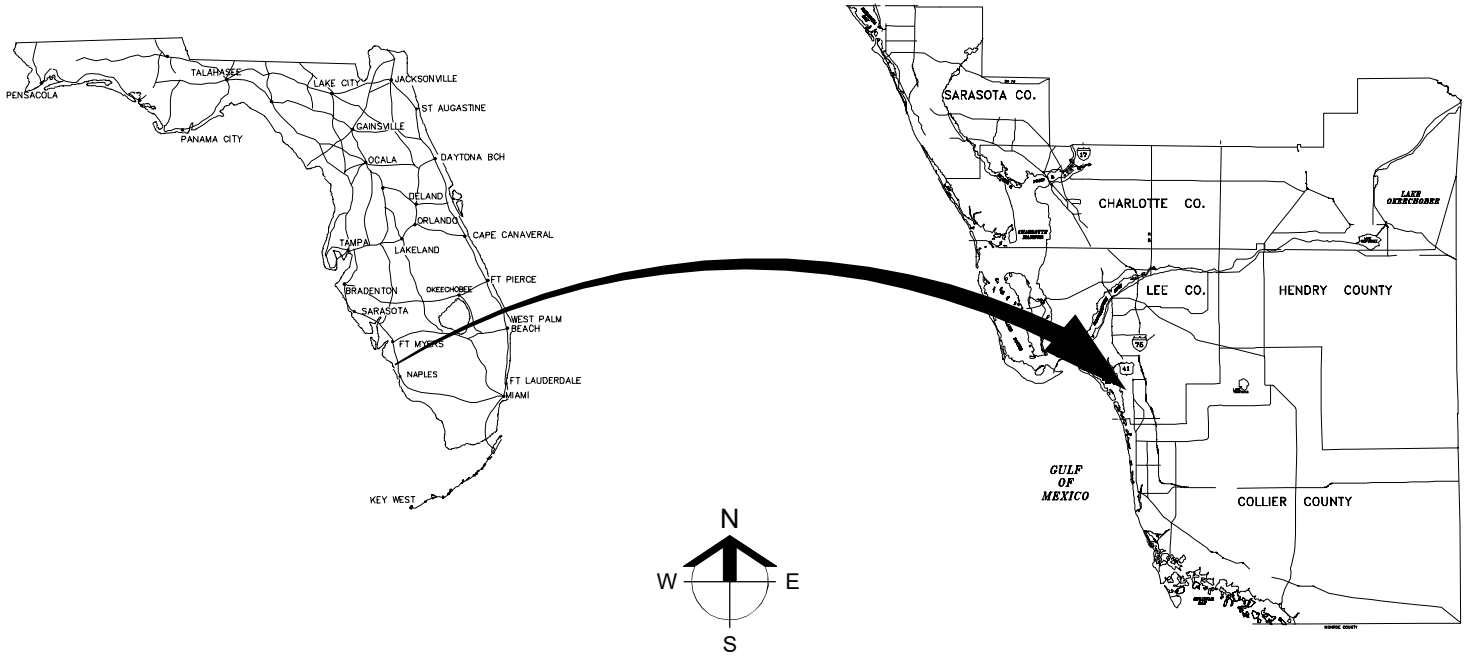
Jere Earlywine
Florida Bar No.155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 528-6152 (telephone)

Attorney for Petitioner

EXHIBIT 1

FLORIDA

SOUTHWEST FLORIDA

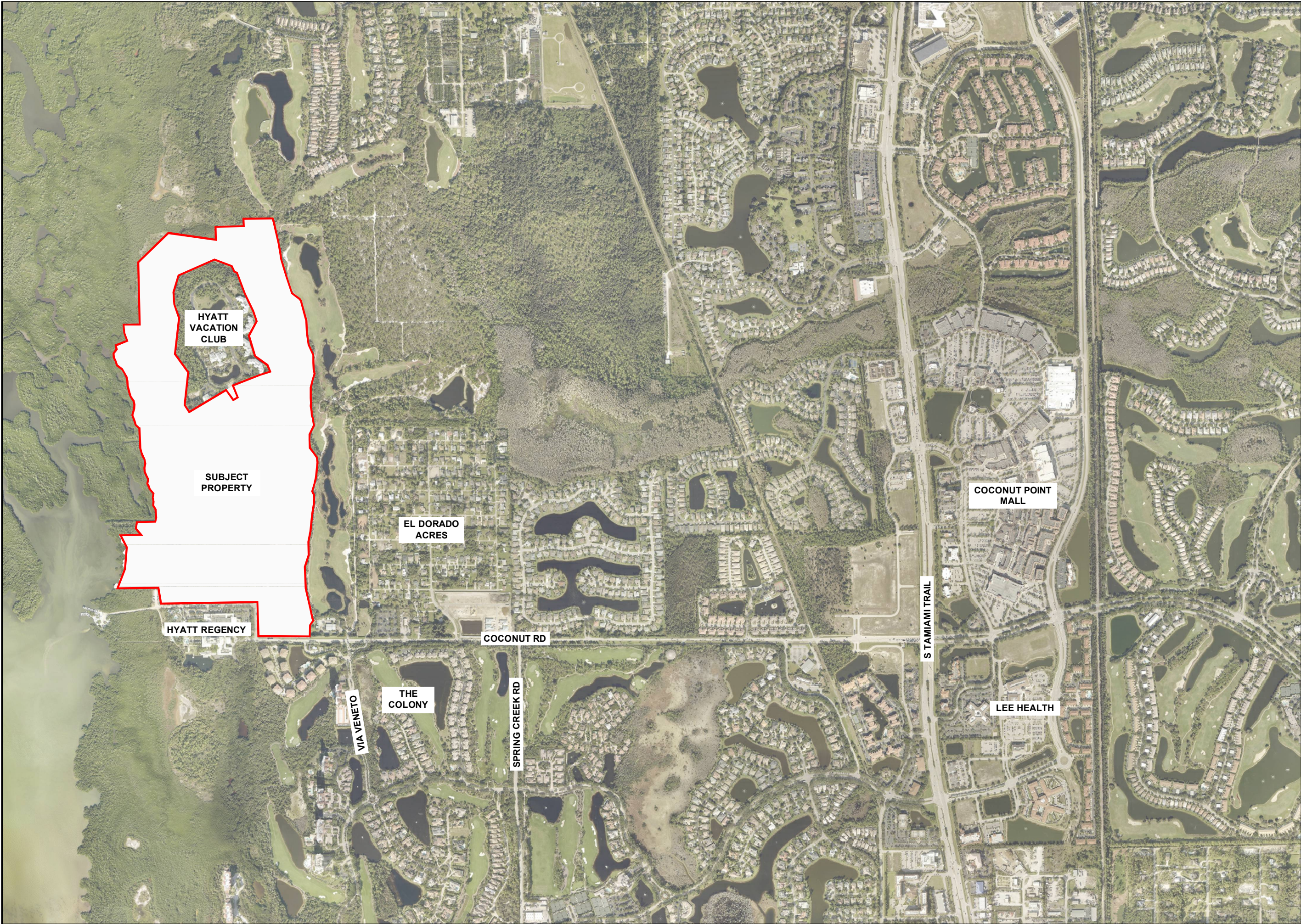


Barraco
and Associates, Inc.

SALT LEAF CDD LOCATION MAP EXHIBIT 1

FILE NAME	24102-LOCMAP.DWG
LAYOUT	LAYOUT1
LOCATION	J:\24102\DWG\EXHIBITS\
PLOT DATE	MON. 2-6-2023 - 1:43 PM
PLOT BY	ALYSSA FONTAINE
DESIGN BY	

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940



Barraco
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING

www.barraco.net

2271 MCGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

N

W

E

S

02755501100

SCALE IN FEET

PROJECT DESCRIPTION

SALT
LEAF
CDD

LEE COUNTY, FLORIDA

THIS PLAN IS PRELIMINARY AND
INTENDED FOR CONCEPTUAL
PLANNING PURPOSES ONLY.

SITE LAYOUT AND LAND USE
INTENSITIES OR DENSITIES MAY
CHANGE SIGNIFICANTLY BASED
UPON SURVEY, ENGINEERING,
ENVIRONMENTAL AND / OR
REGULATORY CONSTRAINTS AND /
OR OPPORTUNITIES.

DRAWING NOT VALID WITHOUT SEAL, SIGNATURE AND DATE
© COPYRIGHT 2023, BARRACO AND ASSOCIATES, INC.
REPRODUCTION, CHANGES OR ASSIGNMENTS ARE PROHIBITED

FILE NAME24102X00-LOCMAP.DWG

LOCATIONJ:\24102\DWG\EXHIBITS\

PLOT DATEMON, 2-6-2023 - 2:03 PM

PLOT BYALYSSA FONTANE

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

2/6/2023

Update Boundary

PLAN STATUS

GENERAL
LOCATION
MAP

PROJECT / FILE NO.

SHEET NUMBER

24102

1

EXHIBIT 2

Parraco

DESCRIPTION

Parcel in
Sections 5, 6, 7 and 8, Township 47 South, Range 25 East,
Lee County, Florida

A tract or parcel of land lying in Sections 5, 6, 7 and 8, Township 47 South, Range 25 East, Lee County, Florida, said tract or parcel being more particularly described as follows:

COMMENCING at the Southeast corner of Government Lot 2, of said Section 7 run $N01^{\circ}34'27''W$ along the East line of said Government Lot 2 for 40.02 feet; thence run $S89^{\circ}43'05''E$ for 25.01 feet to an intersection with the East right of way line of Coconut Road as described in a County Commissioners Minutes Book 6, at Page 288, Lee County Records, and the POINT OF BEGINNING. From said Point of Beginning run $N01^{\circ}34'27''W$ along said East line for 424.66 feet to an intersection with the Northerly right of way line of Coconut Road, (width varies) as described in deed recorded in Official Record Book 3421 at Page 1095, Lee County Records; thence run along said Northerly right of way line the following three (3) courses: $S89^{\circ}06'16''W$ for 288.98 feet; $S89^{\circ}09'28''W$ for 666.22 feet and $S89^{\circ}06'16''W$ for 247.49 feet to the Southwest Corner of lands described in deed recorded in Official Record Book 2750 at Page 3666, Lee County Records; thence run $N09^{\circ}16'44''W$ along the Westerly line of said lands for 199.49 feet to an intersection with the North line of the South Half (S 1/2) of said Government Lot 2; thence run $S89^{\circ}06'16''W$ along said North Line for 511.94 feet; thence run $N21^{\circ}20'24''E$ for 260.38 feet; thence run $N04^{\circ}28'03''E$ for 270.90 feet; thence run $N27^{\circ}03'41''W$ for 168.94 feet to an intersection with the North line of said Government Lot 2; thence run $N89^{\circ}06'47''E$ along said North line for 257.63 feet to an intersection with the Easterly line of lands described in a deed recorded in Instrument No. 2013000240450, Lee County Records; thence run along said Easterly line the following twenty-three (23) courses: $N39^{\circ}36'41''W$ for 105.41 feet; $N09^{\circ}02'32''E$ for 80.80 feet; $N89^{\circ}00'08''E$ for 230.82 feet; $N13^{\circ}37'57''E$ for 52.21 feet; $N04^{\circ}32'08''W$ for 50.65 feet; $N05^{\circ}12'32''W$ for 50.79 feet; $N29^{\circ}06'14''W$ for 59.23 feet; $N03^{\circ}26'02''E$ for 49.83 feet; $N10^{\circ}16'42''W$ for 51.40 feet; $N11^{\circ}13'24''E$ for 49.00 feet; $N41^{\circ}15'02''W$ for 70.64 feet; $N21^{\circ}13'24''W$ for 54.88 feet; $N25^{\circ}50'13''W$ for 21.40 feet; $N09^{\circ}20'00''E$ for 55.12 feet; $N25^{\circ}52'22''W$ for 51.13 feet; $N24^{\circ}52'17''W$ for 50.48 feet; $N04^{\circ}21'29''W$ for 50.65 feet; $N11^{\circ}27'49''E$ for 56.18 feet; $N10^{\circ}24'54''W$ for 50.55 feet; $N28^{\circ}04'28''W$ for 51.29 feet; $N18^{\circ}52'38''W$ for 49.96 feet; $N13^{\circ}36'38''W$ for 49.89 feet and $N02^{\circ}48'29''W$ for 247.54 feet to an intersection with the North line of Government Lot 1, said Section 7; thence run $S89^{\circ}20'35''W$ along said North line for 1.00 feet to an intersection with the Westerly line of a Conservation Easement described in a deed recorded in Official Records Book 3627, at Page 2061, Lee County Records; thence run along said Westerly line the following twenty-two (22) courses: $N46^{\circ}11'03''W$ for 61.03 feet; $N17^{\circ}54'30''W$ for 56.94 feet; $N20^{\circ}31'47''W$ for 72.71 feet; $N15^{\circ}30'26''E$ for 84.12 feet; $N02^{\circ}32'45''E$ for

Parraco

50.98 feet; N12°16'28"W for 49.94 feet; N35°06'58"W for 59.36 feet; N19°11'46"W for 52.20 feet; N14°29'27"W for 88.09 feet; N04°01'02"W for 63.86 feet; N10°27'59"W for 50.49 feet; N28°08'16"W for 55.46 feet; N31°44'44"W for 57.31 feet; N52°41'29"W for 78.10 feet; N18°08'21"W for 51.92 feet; N26°14'47"W for 54.63 feet; N02°29'49"W for 50.00 feet; N36°09'47"E for 64.03 feet; N13°48'24"W for 50.99 feet; N68°35'55"E for 154.32 feet; N20°14'29"W for 105.00 feet and N04°39'14"W for 104.21 feet to an intersection with the North line of Government Lot 4, said Section 6; thence run N89°14'26"E along said North line for 199.41 feet to an intersection with the Westerly line of lands described in a deed recorded in Official Records Book 1762, at Page 4172, Lee County Records; thence run along the Westerly and Northerly line of said lands the following five (5) courses: N01°15'33"W for 775.71 feet; N45°44'29"E for 523.57 feet; S81°48'03"E for 600.65 feet; N01°16'23"W for 162.43 feet and N88°43'54"E for 349.45 feet to an intersection with the West line of the Southwest Quarter (SW-1/4) of said Section 5; thence run N01°54'31"W along said West line for 92.62 feet to the Northwest Corner of said Southwest Quarter (SW-1/4); thence run N89°07'39"E along the North line of said Southwest Quarter (SW-1/4) for 364.44 feet to an intersection with the Easterly line of said Conservation Easement; thence run along said Easterly line the following fifty-one (51) courses: S17°17'04"E for 44.28 feet; S12°53'12"E for 275.03 feet; S10°01'41"E for 113.67 feet; S08°08'35"E for 91.06 feet; S17°08'47"E for 137.48 feet; S17°18'43"E for 88.19 feet; S18°09'28"E for 215.81 feet; S52°49'03"E for 117.72 feet; S36°00'58"E for 30.20 feet; S15°19'13"E for 189.16 feet; S13°46'49"E for 68.98 feet; S03°50'59"E for 149.01 feet; S06°56'04"E for 151.69 feet; S25°09'05"E for 139.30 feet; S00°26'00"E for 99.47 feet; S04°02'24"E for 83.95 feet; S10°33'02"E for 53.63 feet; S16°45'11"W for 81.09 feet; S13°24'20"W for 99.81 feet; S00°12'02"W for 111.16 feet; S00°52'33"E for 19.20 feet; S02°40'03"E for 62.35 feet; S04°22'37"W for 36.69 feet; S08°48'24"E for 66.07 feet; S01°31'20"E for 56.66 feet; S27°45'47"E for 36.77 feet; S01°53'49"E for 40.39 feet; S09°48'23"E for 43.89 feet; S25°36'11"W for 126.65 feet; S00°21'49"W for 70.76 feet; S03°40'54"E for 99.02 feet; S36°58'20"E for 65.66 feet; S35°27'44"E for 80.56 feet; S06°21'08"E for 64.02 feet; S05°15'21"W for 183.55 feet; S14°17'46"W for 86.23 feet; S15°45'25"W for 96.56 feet; S26°25'19"E for 48.98 feet; S02°20'03"E for 40.55 feet; S02°26'12"W for 65.00 feet; S08°45'28"W for 139.88 feet; S05°55'58"W for 214.01 feet; S10°55'48"W for 131.88 feet; S01°38'29"E for 165.82 feet; S17°59'48"W for 154.60 feet; S01°55'49"E for 270.39 feet; S12°47'40"E for 240.61 feet to a point on a non-tangent curve; Southerly along an arc of a curve to the right of radius 57,646.43 feet (delta 00°08'39") (chord bearing S12°49'15"E) (chord 145.00 feet) for 145.00 feet to a point on a non-tangent curve; Southerly along an arc of a curve to the left of radius 133.52 feet (delta 11°06'42") (chord bearing S19°13'34"E) (chord 25.85 feet) for 25.89 feet; S34°59'52"W along a non-tangent line for 70.52 feet and S01°17'23"W for 139.46 feet to an intersection with the North line of the South 40 feet of the Northwest Quarter (NW 1/4) of said Section 8; thence run N89°43'05"W along said North line for 641.20 feet to the POINT OF BEGINNING.

Containing 230.76 acres, more or less.

Parraco

LESS AND EXCEPT those lands described in a deed recorded in Official Records Book 3539, at Page 3116, Lee County Records:

COMMENCING at the Southeast corner of said Section 6 run N32°24'58"W for 402.72 feet to the POINT OF BEGINNING.

From said Point of Beginning run N35°37'13"W for 153.86 feet; thence run S58°57'13"W for 537.28 feet; thence run N31°41'08"W for 104.97 feet; thence run N05°57'36"E for 410.85 feet; thence run N36°08'20"W for 280.13 feet; thence run N06°21'18"E for 453.60 feet; thence run N19°00'07"W for 182.05 feet; thence run N03°46'53"W for 151.03 feet; thence run N16°47'03"E for 216.81 feet; thence run N66°15'38"E for 491.36 feet; thence run S69°40'02"E for 229.14 feet; thence run S25°28'33"E for 76.93 feet; thence run S64°24'50"E for 35.54 feet; thence run S20°50'26"E for 276.35 feet; thence run S25°28'33"E for 245.21 feet; thence run S18°20'32"E for 130.83 feet; thence run S27°46'07"W for 205.73 feet; thence run S16°30'00"E for 265.70 feet; thence run S54°23'52"E for 190.76 feet; thence run S22°38'40"E for 87.71 feet; thence run S71°46'53"W for 131.17 feet; thence run S68°44'48"W for 363.26 feet; thence run S21°12'13"E for 161.13 feet; thence run S60°06'03"W for 62.68 feet to the POINT OF BEGINNING.

Containing 33.40 acres, more or less.

Containing a net area of 197.36 acres, more or less.

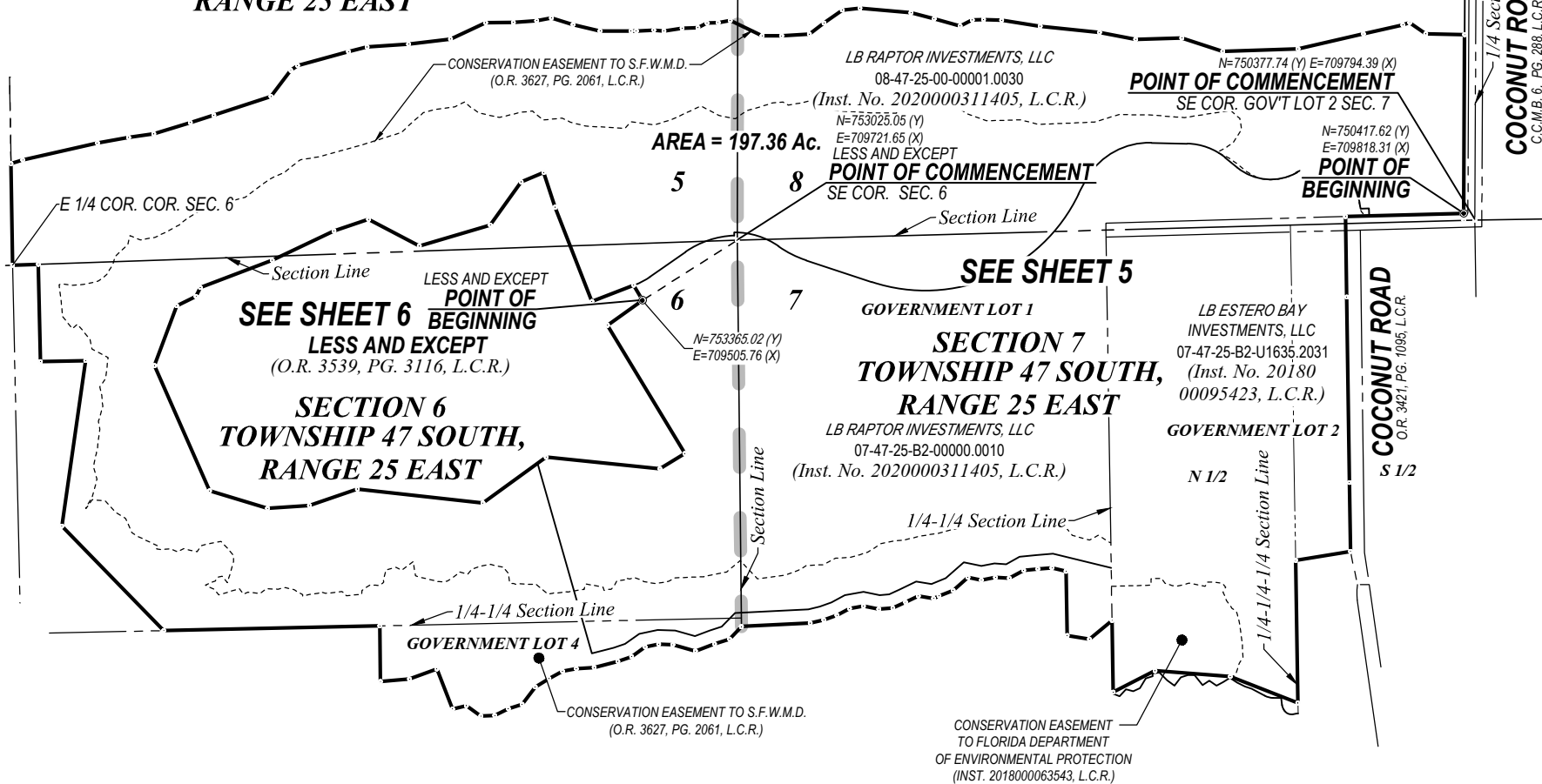
Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the East line of Government Lot 2 of Section 7 to bear N01°34'27"W. (Grid/Ground Scale factor = 0.999945)

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\24102 - Saltleaf CDD\SURVEY\DESCRIPTIONS\24102SK01.doc

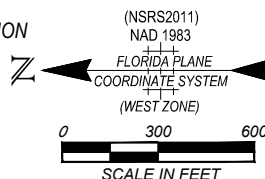
SW 1/4
SECTION 5
TOWNSHIP 47 SOUTH,
RANGE 25 EAST

NW 1/4
SECTION 8
TOWNSHIP 47 SOUTH,
RANGE 25 EAST



NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GRID AND CAN BE DIVIDED BY 0.9999445 TO OBTAIN GROUND DISTANCES.
2. INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
3. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
4. (P) - DENOTES PLAT.
5. P.B. - DENOTES PLAT BOOK.
6. PG. - DENOTES PAGE.
7. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND BASED ON THE EAST LINE OF THE GOVERNMENT LOT 2 OF SECTION 7 TO BEAR N01°34'27"W.
8. DESCRIPTION IS ATTACHED.



KEY MAP

THIS IS NOT A SURVEY

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Barraco
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING

www.barraco.net

2271 MCGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR



LONDON BAY HOMES

889 111th AVENUE NORTH
NAPLES, FLORIDA 34108-1805

PHONE (239) 592-1400
FAX (239) 592-1413

WWW.LONDONBAY.COM

PROJECT DESCRIPTION

**A PARCEL OF LAND IN
SECTIONS 5, 6, 7 AND 8
TOWNSHIP 47 SOUTH,
RANGE 25 EAST,
LEE COUNTY, FLORIDA**

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

FILE NAME	24102SK01.DWG
LAYOUT	4
LOCATION	J:\24102DWG\SURVEYING\SKETCH
PLOT DATE	MON. 2-6-2023 - 11:21 AM
PLOT BY	PETER OLSEN

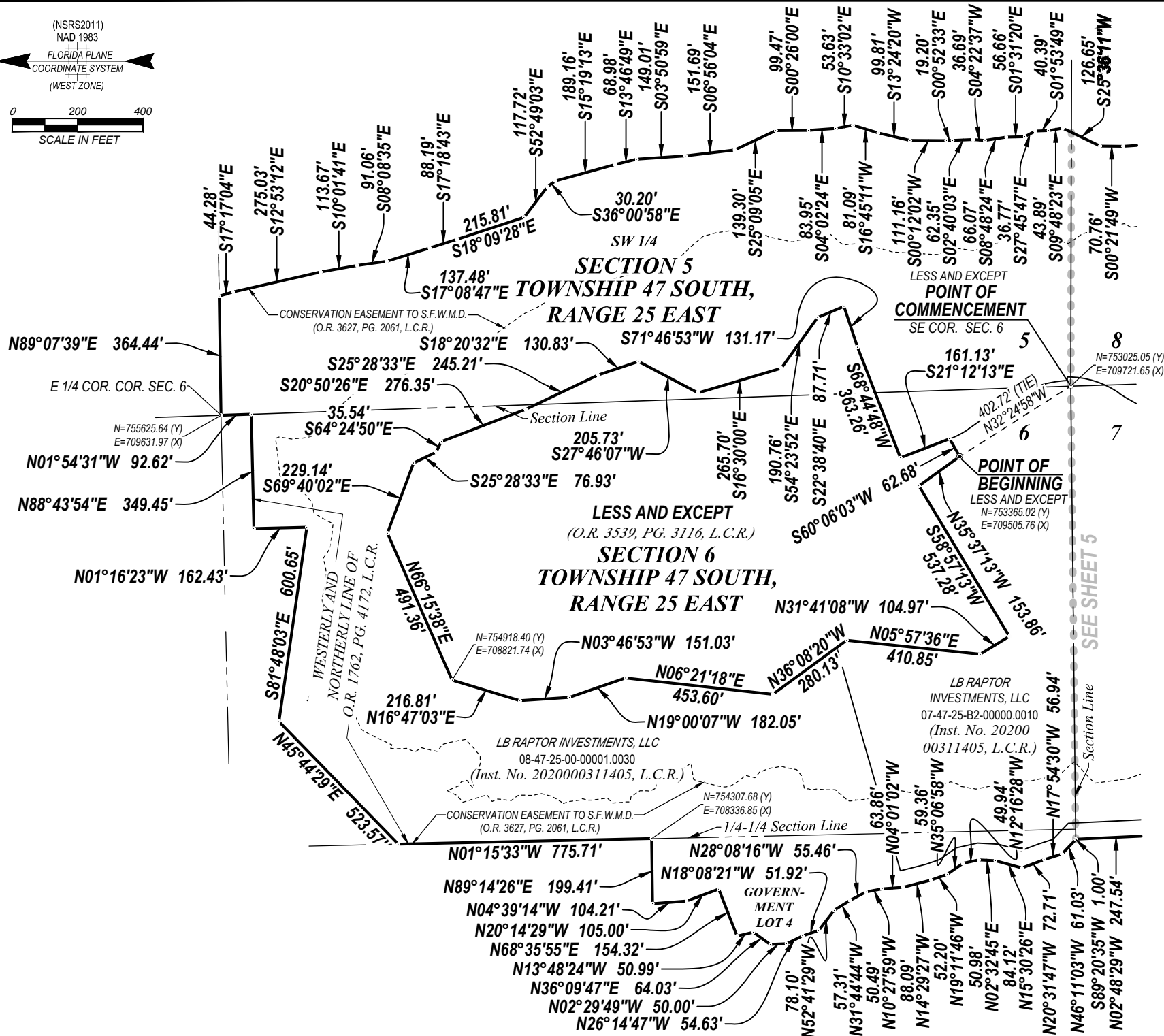
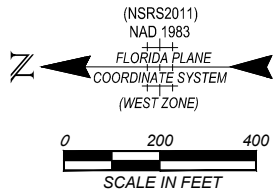
DRAWING DATA	
SURVEY DATE	12-09-2022
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=600'
FIELD BOOK	

PLAN REVISIONS	
02-06-2023	REV. BOUNDARY, ADD COORDINATES

STRAP NUMBERS

**SKETCH TO
ACCOMPANY
DESCRIPTION**

PROJECT / FILE NO.	SHEET NUMBER
24102 7-47-25	4 OF 6



Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MCGREGOR BLVD., SUITE 100
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

IBI
LONDON BAY HOMES
889 111th AVENUE NORTH
NAPLES, FLORIDA 34108-1805
PHONE (239) 592-1400
FAX (239) 592-1413
WWW.LONDONBAY.COM

PROJECT DESCRIPTION

A PARCEL OF LAND IN
SECTIONS 5, 6, 7 AND 8
TOWNSHIP 47 SOUTH,
RANGE 25 EAST,
LEE COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER
5949
LICENSE NUMBER
STATE OF FLORIDA
CIVIL SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE NAME: 24102S01.DWG
LAYOUT: 5
LOCATION: J:\24102DWGS\SURVEYING\SKETCH
PLOT DATE: MON. 2-6-2023 - 11:22 AM
PLOT BY: PETER OLSEN

DRAWING DATA
SURVEY DATE: 12-09-2020
DRAWN BY: P. OLSEN
CHECKED BY:
SCALE: 1"=400'
FIELD BOOK:

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO. 24102
7-47-25
SHEET NUMBER 6 OF 6

EXHIBIT 3

Parraco

DESCRIPTION

Parcel in
Sections 5, 6, 7 and 8, Township 47 South, Range 25 East,
Lee County, Florida

A tract or parcel of land lying in Sections 5, 6, 7 and 8, Township 47 South, Range 25 East, Lee County, Florida, said tract or parcel being more particularly described as follows:

COMMENCING at the Southeast corner of Government Lot 2, of said Section 7 run $N01^{\circ}34'27''W$ along the East line of said Government Lot 2 for 40.02 feet; thence run $S89^{\circ}43'05''E$ for 25.01 feet to an intersection with the East right of way line of Coconut Road as described in a County Commissioners Minutes Book 6, at Page 288, Lee County Records, and the POINT OF BEGINNING. From said Point of Beginning run $N01^{\circ}34'27''W$ along said East line for 424.66 feet to an intersection with the Northerly right of way line of Coconut Road, (width varies) as described in deed recorded in Official Record Book 3421 at Page 1095, Lee County Records; thence run along said Northerly right of way line the following three (3) courses: $S89^{\circ}06'16''W$ for 288.98 feet; $S89^{\circ}09'28''W$ for 666.22 feet and $S89^{\circ}06'16''W$ for 247.49 feet to the Southwest Corner of lands described in deed recorded in Official Record Book 2750 at Page 3666, Lee County Records; thence run $N09^{\circ}16'44''W$ along the Westerly line of said lands for 199.49 feet to an intersection with the North line of the South Half (S 1/2) of said Government Lot 2; thence run $S89^{\circ}06'16''W$ along said North Line for 511.94 feet; thence run $N21^{\circ}20'24''E$ for 260.38 feet; thence run $N04^{\circ}28'03''E$ for 270.90 feet; thence run $N27^{\circ}03'41''W$ for 168.94 feet to an intersection with the North line of said Government Lot 2; thence run $N89^{\circ}06'47''E$ along said North line for 257.63 feet to an intersection with the Easterly line of lands described in a deed recorded in Instrument No. 2013000240450, Lee County Records; thence run along said Easterly line the following twenty-three (23) courses: $N39^{\circ}36'41''W$ for 105.41 feet; $N09^{\circ}02'32''E$ for 80.80 feet; $N89^{\circ}00'08''E$ for 230.82 feet; $N13^{\circ}37'57''E$ for 52.21 feet; $N04^{\circ}32'08''W$ for 50.65 feet; $N05^{\circ}12'32''W$ for 50.79 feet; $N29^{\circ}06'14''W$ for 59.23 feet; $N03^{\circ}26'02''E$ for 49.83 feet; $N10^{\circ}16'42''W$ for 51.40 feet; $N11^{\circ}13'24''E$ for 49.00 feet; $N41^{\circ}15'02''W$ for 70.64 feet; $N21^{\circ}13'24''W$ for 54.88 feet; $N25^{\circ}50'13''W$ for 21.40 feet; $N09^{\circ}20'00''E$ for 55.12 feet; $N25^{\circ}52'22''W$ for 51.13 feet; $N24^{\circ}52'17''W$ for 50.48 feet; $N04^{\circ}21'29''W$ for 50.65 feet; $N11^{\circ}27'49''E$ for 56.18 feet; $N10^{\circ}24'54''W$ for 50.55 feet; $N28^{\circ}04'28''W$ for 51.29 feet; $N18^{\circ}52'38''W$ for 49.96 feet; $N13^{\circ}36'38''W$ for 49.89 feet and $N02^{\circ}48'29''W$ for 247.54 feet to an intersection with the North line of Government Lot 1, said Section 7; thence run $S89^{\circ}20'35''W$ along said North line for 1.00 feet to an intersection with the Westerly line of a Conservation Easement described in a deed recorded in Official Records Book 3627, at Page 2061, Lee County Records; thence run along said Westerly line the following twenty-two (22) courses: $N46^{\circ}11'03''W$ for 61.03 feet; $N17^{\circ}54'30''W$ for 56.94 feet; $N20^{\circ}31'47''W$ for 72.71 feet; $N15^{\circ}30'26''E$ for 84.12 feet; $N02^{\circ}32'45''E$ for

Parraco

50.98 feet; N12°16'28"W for 49.94 feet; N35°06'58"W for 59.36 feet; N19°11'46"W for 52.20 feet; N14°29'27"W for 88.09 feet; N04°01'02"W for 63.86 feet; N10°27'59"W for 50.49 feet; N28°08'16"W for 55.46 feet; N31°44'44"W for 57.31 feet; N52°41'29"W for 78.10 feet; N18°08'21"W for 51.92 feet; N26°14'47"W for 54.63 feet; N02°29'49"W for 50.00 feet; N36°09'47"E for 64.03 feet; N13°48'24"W for 50.99 feet; N68°35'55"E for 154.32 feet; N20°14'29"W for 105.00 feet and N04°39'14"W for 104.21 feet to an intersection with the North line of Government Lot 4, said Section 6; thence run N89°14'26"E along said North line for 199.41 feet to an intersection with the Westerly line of lands described in a deed recorded in Official Records Book 1762, at Page 4172, Lee County Records; thence run along the Westerly and Northerly line of said lands the following five (5) courses: N01°15'33"W for 775.71 feet; N45°44'29"E for 523.57 feet; S81°48'03"E for 600.65 feet; N01°16'23"W for 162.43 feet and N88°43'54"E for 349.45 feet to an intersection with the West line of the Southwest Quarter (SW-1/4) of said Section 5; thence run N01°54'31"W along said West line for 92.62 feet to the Northwest Corner of said Southwest Quarter (SW-1/4); thence run N89°07'39"E along the North line of said Southwest Quarter (SW-1/4) for 364.44 feet to an intersection with the Easterly line of said Conservation Easement; thence run along said Easterly line the following fifty-one (51) courses: S17°17'04"E for 44.28 feet; S12°53'12"E for 275.03 feet; S10°01'41"E for 113.67 feet; S08°08'35"E for 91.06 feet; S17°08'47"E for 137.48 feet; S17°18'43"E for 88.19 feet; S18°09'28"E for 215.81 feet; S52°49'03"E for 117.72 feet; S36°00'58"E for 30.20 feet; S15°19'13"E for 189.16 feet; S13°46'49"E for 68.98 feet; S03°50'59"E for 149.01 feet; S06°56'04"E for 151.69 feet; S25°09'05"E for 139.30 feet; S00°26'00"E for 99.47 feet; S04°02'24"E for 83.95 feet; S10°33'02"E for 53.63 feet; S16°45'11"W for 81.09 feet; S13°24'20"W for 99.81 feet; S00°12'02"W for 111.16 feet; S00°52'33"E for 19.20 feet; S02°40'03"E for 62.35 feet; S04°22'37"W for 36.69 feet; S08°48'24"E for 66.07 feet; S01°31'20"E for 56.66 feet; S27°45'47"E for 36.77 feet; S01°53'49"E for 40.39 feet; S09°48'23"E for 43.89 feet; S25°36'11"W for 126.65 feet; S00°21'49"W for 70.76 feet; S03°40'54"E for 99.02 feet; S36°58'20"E for 65.66 feet; S35°27'44"E for 80.56 feet; S06°21'08"E for 64.02 feet; S05°15'21"W for 183.55 feet; S14°17'46"W for 86.23 feet; S15°45'25"W for 96.56 feet; S26°25'19"E for 48.98 feet; S02°20'03"E for 40.55 feet; S02°26'12"W for 65.00 feet; S08°45'28"W for 139.88 feet; S05°55'58"W for 214.01 feet; S10°55'48"W for 131.88 feet; S01°38'29"E for 165.82 feet; S17°59'48"W for 154.60 feet; S01°55'49"E for 270.39 feet; S12°47'40"E for 240.61 feet to a point on a non-tangent curve; Southerly along an arc of a curve to the right of radius 57,646.43 feet (delta 00°08'39") (chord bearing S12°49'15"E) (chord 145.00 feet) for 145.00 feet to a point on a non-tangent curve; Southerly along an arc of a curve to the left of radius 133.52 feet (delta 11°06'42") (chord bearing S19°13'34"E) (chord 25.85 feet) for 25.89 feet; S34°59'52"W along a non-tangent line for 70.52 feet and S01°17'23"W for 139.46 feet to an intersection with the North line of the South 40 feet of the Northwest Quarter (NW 1/4) of said Section 8; thence run N89°43'05"W along said North line for 641.20 feet to the POINT OF BEGINNING.

Containing 230.76 acres, more or less.

EXCLUDED PARCEL

LESS AND EXCEPT those lands described in a deed recorded in Official Records Book 3539, at Page 3116, Lee County Records:

COMMENCING at the Southeast corner of said Section 6 run N32°24'58"W for 402.72 feet to the POINT OF BEGINNING.

From said Point of Beginning run N35°37'13"W for 153.86 feet; thence run S58°57'13"W for 537.28 feet; thence run N31°41'08"W for 104.97 feet; thence run N05°57'36"E for 410.85 feet; thence run N36°08'20"W for 280.13 feet; thence run N06°21'18"E for 453.60 feet; thence run N19°00'07"W for 182.05 feet; thence run N03°46'53"W for 151.03 feet; thence run N16°47'03"E for 216.81 feet; thence run N66°15'38"E for 491.36 feet; thence run S69°40'02"E for 229.14 feet; thence run S25°28'33"E for 76.93 feet; thence run S64°24'50"E for 35.54 feet; thence run S20°50'26"E for 276.35 feet; thence run S25°28'33"E for 245.21 feet; thence run S18°20'32"E for 130.83 feet; thence run S27°46'07"W for 205.73 feet; thence run S16°30'00"E for 265.70 feet; thence run S54°23'52"E for 190.76 feet; thence run S22°38'40"E for 87.71 feet; thence run S71°46'53"W for 131.17 feet; thence run S68°44'48"W for 363.26 feet; thence run S21°12'13"E for 161.13 feet; thence run S60°06'03"W for 62.68 feet to the POINT OF BEGINNING.

Containing 33.40 acres, more or less.

EXHIBIT 4

This instrument was prepared by:

KE LAW GROUP, PLLC
PO Box 6386
Tallahassee, Florida 32314

**Consent and Joinder of Landowner
to the Establishment of a Community Development District
[*Proposed Saltleaf Community Development District*]**

The undersigned are the owners of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understand and acknowledge that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consent to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agree to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledge that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agree that this consent shall be deemed to run with the Property and be binding upon the owner and its successors and assigns as to the Property or portions thereof.

The undersigned hereby represent and warrant that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[Proposed Saltleaf Community Development District]

Executed this 12th day of December, 2022.

Witnessed:

Print Name: Lisa Van Dien

Print Name: Ann Klay

LB RAPTOR INVESTMENTS, LLC

PETITIONER

By: LB Bonita Springs Investments – Raptor, LLC

Its: Manager

By: Stephen G. Wilson

Its: Manager

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of December, 2022, by Stephen G. Wilson, as Manager of LB Bonita Springs Investments – Raptor, LLC, as Manager of LB Raptor Investments, LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



B
Notary Public, State of Florida

Witnessed:

Print Name: Lisa Van Dien

Print Name: Ann Klay

LB ESTERO BAY INVESTMENTS, LLC

PETITIONER

By: LB Bonita Springs Investments, LLC

Its: Manager

By: Stephen G. Wilson

Its: Manager

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of December, 2022, by Stephen G. Wilson, as Manager of LB Bonita Springs Investments, LLC, as Manager of LB Estero Bay Investments, LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



B
Notary Public, State of Florida

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[*Proposed Saltleaf Community Development District*]

Exhibit A: Legal Description

Parraco

DESCRIPTION

Parcel in
Sections 5, 6, 7 and 8, Township 47 South, Range 25 East,
Lee County, Florida

A tract or parcel of land lying in Sections 5, 6, 7 and 8, Township 47 South, Range 25 East, Lee County, Florida, said tract or parcel being more particularly described as follows:

COMMENCING at the Southeast corner of Government Lot 2, of said Section 7 run $N01^{\circ}34'27''W$ along the East line of said Government Lot 2 for 40.02 feet; thence run $S89^{\circ}43'05''E$ for 25.01 feet to an intersection with the East right of way line of Coconut Road as described in a County Commissioners Minutes Book 6, at Page 288, Lee County Records, and the POINT OF BEGINNING. From said Point of Beginning run $N01^{\circ}34'27''W$ along said East line for 424.66 feet to an intersection with the Northerly right of way line of Coconut Road, (width varies) as described in deed recorded in Official Record Book 3421 at Page 1095, Lee County Records; thence run along said Northerly right of way line the following three (3) courses: $S89^{\circ}06'16''W$ for 288.98 feet; $S89^{\circ}09'28''W$ for 666.22 feet and $S89^{\circ}06'16''W$ for 247.49 feet to the Southwest Corner of lands described in deed recorded in Official Record Book 2750 at Page 3666, Lee County Records; thence run $N09^{\circ}16'44''W$ along the Westerly line of said lands for 199.49 feet to an intersection with the North line of the South Half (S 1/2) of said Government Lot 2; thence run $S89^{\circ}06'16''W$ along said North Line for 511.94 feet; thence run $N21^{\circ}20'24''E$ for 260.38 feet; thence run $N04^{\circ}28'03''E$ for 270.90 feet; thence run $N27^{\circ}03'41''W$ for 168.94 feet to an intersection with the North line of said Government Lot 2; thence run $N89^{\circ}06'47''E$ along said North line for 257.63 feet to an intersection with the Easterly line of lands described in a deed recorded in Instrument No. 2013000240450, Lee County Records; thence run along said Easterly line the following twenty-three (23) courses: $N39^{\circ}36'41''W$ for 105.41 feet; $N09^{\circ}02'32''E$ for 80.80 feet; $N89^{\circ}00'08''E$ for 230.82 feet; $N13^{\circ}37'57''E$ for 52.21 feet; $N04^{\circ}32'08''W$ for 50.65 feet; $N05^{\circ}12'32''W$ for 50.79 feet; $N29^{\circ}06'14''W$ for 59.23 feet; $N03^{\circ}26'02''E$ for 49.83 feet; $N10^{\circ}16'42''W$ for 51.40 feet; $N11^{\circ}13'24''E$ for 49.00 feet; $N41^{\circ}15'02''W$ for 70.64 feet; $N21^{\circ}13'24''W$ for 54.88 feet; $N25^{\circ}50'13''W$ for 21.40 feet; $N09^{\circ}20'00''E$ for 55.12 feet; $N25^{\circ}52'22''W$ for 51.13 feet; $N24^{\circ}52'17''W$ for 50.48 feet; $N04^{\circ}21'29''W$ for 50.65 feet; $N11^{\circ}27'49''E$ for 56.18 feet; $N10^{\circ}24'54''W$ for 50.55 feet; $N28^{\circ}04'28''W$ for 51.29 feet; $N18^{\circ}52'38''W$ for 49.96 feet; $N13^{\circ}36'38''W$ for 49.89 feet and $N02^{\circ}48'29''W$ for 247.54 feet to an intersection with the North line of Government Lot 1, said Section 7; thence run $S89^{\circ}20'35''W$ along said North line for 1.00 feet to an intersection with the Westerly line of a Conservation Easement described in a deed recorded in Official Records Book 3627, at Page 2061, Lee County Records; thence run along said Westerly line the following twenty-two (22) courses: $N46^{\circ}11'03''W$ for 61.03 feet; $N17^{\circ}54'30''W$ for 56.94 feet; $N20^{\circ}31'47''W$ for 72.71 feet; $N15^{\circ}30'26''E$ for 84.12 feet; $N02^{\circ}32'45''E$ for

Parraco

50.98 feet; N12°16'28"W for 49.94 feet; N35°06'58"W for 59.36 feet; N19°11'46"W for 52.20 feet; N14°29'27"W for 88.09 feet; N04°01'02"W for 63.86 feet; N10°27'59"W for 50.49 feet; N28°08'16"W for 55.46 feet; N31°44'44"W for 57.31 feet; N52°41'29"W for 78.10 feet; N18°08'21"W for 51.92 feet; N26°14'47"W for 54.63 feet; N02°29'49"W for 50.00 feet; N36°09'47"E for 64.03 feet; N13°48'24"W for 50.99 feet; N68°35'55"E for 154.32 feet; N20°14'29"W for 105.00 feet and N04°39'14"W for 104.21 feet to an intersection with the North line of Government Lot 4, said Section 6; thence run N89°14'26"E along said North line for 199.41 feet to an intersection with the Westerly line of lands described in a deed recorded in Official Records Book 1762, at Page 4172, Lee County Records; thence run along the Westerly and Northerly line of said lands the following five (5) courses: N01°15'33"W for 775.71 feet; N45°44'29"E for 523.57 feet; S81°48'03"E for 600.65 feet; N01°16'23"W for 162.43 feet and N88°43'54"E for 349.45 feet to an intersection with the West line of the Southwest Quarter (SW-1/4) of said Section 5; thence run N01°54'31"W along said West line for 92.62 feet to the Northwest Corner of said Southwest Quarter (SW-1/4); thence run N89°07'39"E along the North line of said Southwest Quarter (SW-1/4) for 364.44 feet to an intersection with the Easterly line of said Conservation Easement; thence run along said Easterly line the following fifty-one (51) courses: S17°17'04"E for 44.28 feet; S12°53'12"E for 275.03 feet; S10°01'41"E for 113.67 feet; S08°08'35"E for 91.06 feet; S17°08'47"E for 137.48 feet; S17°18'43"E for 88.19 feet; S18°09'28"E for 215.81 feet; S52°49'03"E for 117.72 feet; S36°00'58"E for 30.20 feet; S15°19'13"E for 189.16 feet; S13°46'49"E for 68.98 feet; S03°50'59"E for 149.01 feet; S06°56'04"E for 151.69 feet; S25°09'05"E for 139.30 feet; S00°26'00"E for 99.47 feet; S04°02'24"E for 83.95 feet; S10°33'02"E for 53.63 feet; S16°45'11"W for 81.09 feet; S13°24'20"W for 99.81 feet; S00°12'02"W for 111.16 feet; S00°52'33"E for 19.20 feet; S02°40'03"E for 62.35 feet; S04°22'37"W for 36.69 feet; S08°48'24"E for 66.07 feet; S01°31'20"E for 56.66 feet; S27°45'47"E for 36.77 feet; S01°53'49"E for 40.39 feet; S09°48'23"E for 43.89 feet; S25°36'11"W for 126.65 feet; S00°21'49"W for 70.76 feet; S03°40'54"E for 99.02 feet; S36°58'20"E for 65.66 feet; S35°27'44"E for 80.56 feet; S06°21'08"E for 64.02 feet; S05°15'21"W for 183.55 feet; S14°17'46"W for 86.23 feet; S15°45'25"W for 96.56 feet; S26°25'19"E for 48.98 feet; S02°20'03"E for 40.55 feet; S02°26'12"W for 65.00 feet; S08°45'28"W for 139.88 feet; S05°55'58"W for 214.01 feet; S10°55'48"W for 131.88 feet; S01°38'29"E for 165.82 feet; S17°59'48"W for 154.60 feet; S01°55'49"E for 270.39 feet; S12°47'40"E for 240.61 feet to a point on a non-tangent curve; Southerly along an arc of a curve to the right of radius 57,646.43 feet (delta 00°08'39") (chord bearing S12°49'15"E) (chord 145.00 feet) for 145.00 feet to a point on a non-tangent curve; Southerly along an arc of a curve to the left of radius 133.52 feet (delta 11°06'42") (chord bearing S19°13'34"E) (chord 25.85 feet) for 25.89 feet; S34°59'52"W along a non-tangent line for 70.52 feet and S01°17'23"W for 139.46 feet to an intersection with the North line of the South 40 feet of the Northwest Quarter (NW 1/4) of said Section 8; thence run N89°43'05"W along said North line for 641.20 feet to the POINT OF BEGINNING.

Containing 230.76 acres, more or less.

Parraco

LESS AND EXCEPT those lands described in a deed recorded in Official Records Book 3539, at Page 3116, Lee County Records:

COMMENCING at the Southeast corner of said Section 6 run N32°24'58"W for 402.72 feet to the POINT OF BEGINNING.

From said Point of Beginning run N35°37'13"W for 153.86 feet; thence run S58°57'13"W for 537.28 feet; thence run N31°41'08"W for 104.97 feet; thence run N05°57'36"E for 410.85 feet; thence run N36°08'20"W for 280.13 feet; thence run N06°21'18"E for 453.60 feet; thence run N19°00'07"W for 182.05 feet; thence run N03°46'53"W for 151.03 feet; thence run N16°47'03"E for 216.81 feet; thence run N66°15'38"E for 491.36 feet; thence run S69°40'02"E for 229.14 feet; thence run S25°28'33"E for 76.93 feet; thence run S64°24'50"E for 35.54 feet; thence run S20°50'26"E for 276.35 feet; thence run S25°28'33"E for 245.21 feet; thence run S18°20'32"E for 130.83 feet; thence run S27°46'07"W for 205.73 feet; thence run S16°30'00"E for 265.70 feet; thence run S54°23'52"E for 190.76 feet; thence run S22°38'40"E for 87.71 feet; thence run S71°46'53"W for 131.17 feet; thence run S68°44'48"W for 363.26 feet; thence run S21°12'13"E for 161.13 feet; thence run S60°06'03"W for 62.68 feet to the POINT OF BEGINNING.

Containing 33.40 acres, more or less.

Containing a net area of 197.36 acres, more or less.

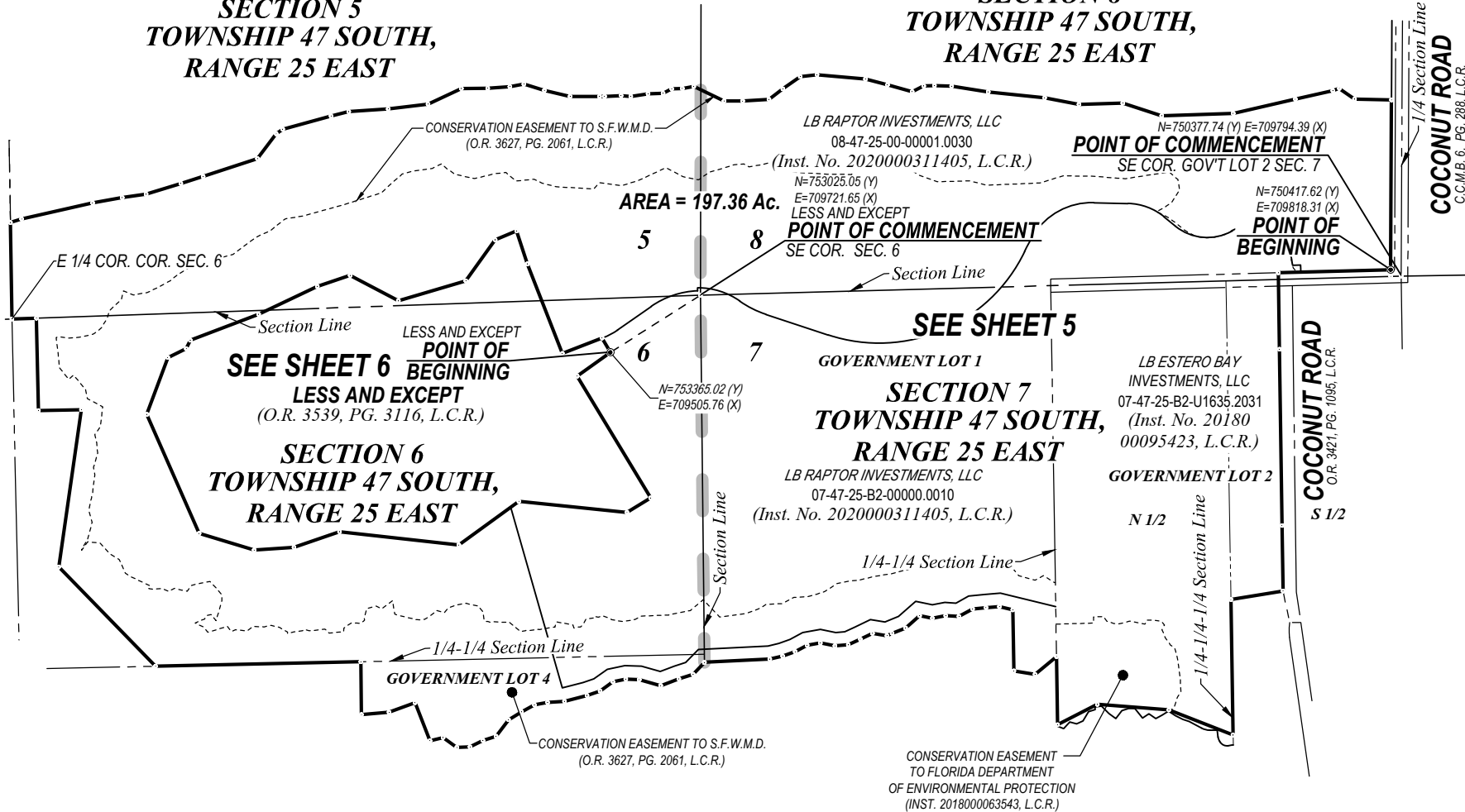
Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the East line of Government Lot 2 of Section 7 to bear N01°34'27"W. (Grid/Ground Scale factor = 0.999945)

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\24102 - Saltleaf CDD\SURVEY\DESCRIPTIONS\24102SK01.doc

SW 1/4
SECTION 5
TOWNSHIP 47 SOUTH,
RANGE 25 EAST

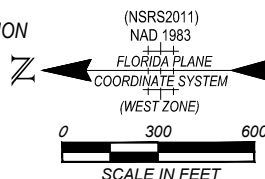
NW 1/4
SECTION 8
TOWNSHIP 47 SOUTH,
RANGE 25 EAST



KEY MAP

NOTES:

- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GRID AND CAN BE DIVIDED BY 0.9999445 TO OBTAIN GROUND DISTANCES.
- INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
- O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
- (P) - DENOTES PLAT.
- P.B. - DENOTES PLAT BOOK.
- PG. - DENOTES PAGE.
- BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND BASED ON THE EAST LINE OF THE GOVERNMENT LOT 2 OF SECTION 7 TO BEAR N01°34'27"W.
- DESCRIPTION IS ATTACHED.



THIS IS NOT A SURVEY

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Barraco
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING

www.barraco.net

2271 MCGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR



LONDON BAY HOMES

889 111th AVENUE NORTH
NAPLES, FLORIDA 34108-1805

PHONE (239) 592-1400
FAX (239) 592-1413

WWW.LONDONBAY.COM

PROJECT DESCRIPTION

**A PARCEL OF LAND IN
SECTIONS 5, 6, 7 AND 8
TOWNSHIP 47 SOUTH,
RANGE 25 EAST,
LEE COUNTY, FLORIDA**

PROJECT SURVEYOR

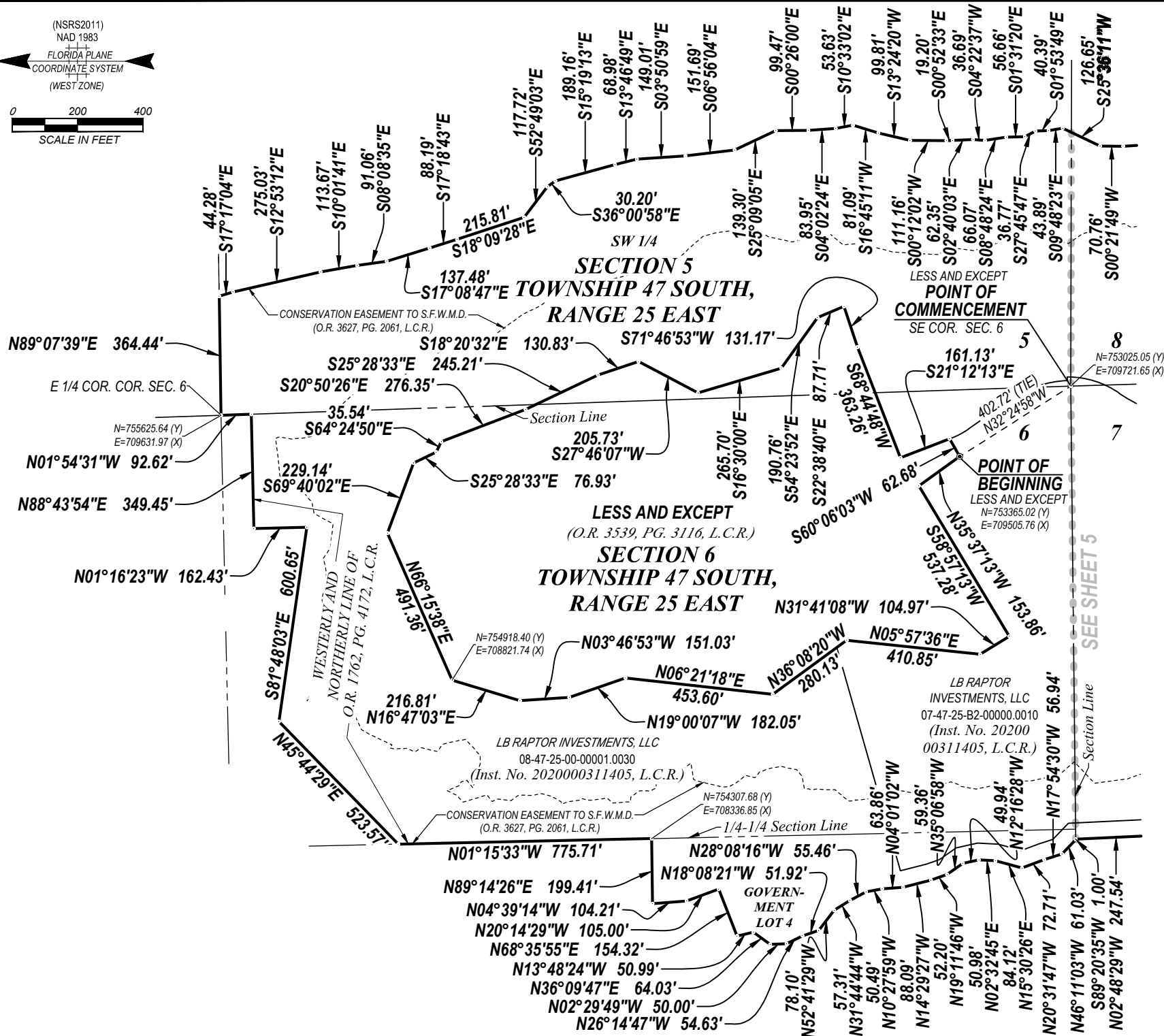
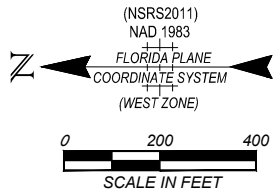


NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE NAME	24102SK01.DWG
LAYOUT	4
LOCATION	J:\24102DWG\SURVEYING\SKETCH
PLOT DATE	MON. 2-6-2023 - 11:21 AM
PLOT BY	PETER OLSEN
DRAWING DATA	
SURVEY DATE	12-09-2022
DRAWN BY	P. OLSEN
CHECKED BY	
SCALE	1"=600'
FIELD BOOK	
PLAN REVISIONS	
02-06-2023	REV. BOUNDARY, ADD COORDINATES

STRAP NUMBERS	

SKETCH TO ACCOMPANY DESCRIPTION	
PROJECT / FILE NO.	SHEET NUMBER
24102 7-47-25	4 OF 6



Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MCGREGOR BLVD., SUITE 100
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

IBI
LONDON BAY HOMES
889 111th AVENUE NORTH
NAPLES, FLORIDA 34108-1805
PHONE (239) 592-1400
FAX (239) 592-1413
WWW.LONDONBAY.COM

PROJECT DESCRIPTION

A PARCEL OF LAND IN
SECTIONS 5, 6, 7 AND 8
TOWNSHIP 47 SOUTH,
RANGE 25 EAST,
LEE COUNTY, FLORIDA

PROJECT SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

FILE NAME: 24102S001.DWG
LAYOUT: 5
LOCATION: J:\24102DWGS\SURVEYING\SKETCH
PLOT DATE: MON. 2-6-2023 - 11:22 AM
PLOT BY: PETER OLSEN

DRAWING DATA

SURVEY DATE: 12-09-2020
DRAWN BY: P. OLSEN
CHECKED BY:
SCALE: 1"=400'
FIELD BOOK:

PLAN REVISIONS

STRAP NUMBERS

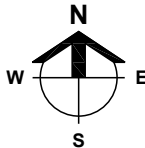
SKETCH TO
ACCOMPANY
DESCRIPTION

PROJECT / FILE NO. 24102
7-47-25

SHEET NUMBER
6 OF 6

EXHIBIT 5

PREPARED FOR



0 275 550 1100

SCALE IN FEET

PROJECT DESCRIPTION

SALT
LEAF
CDD

LEE COUNTY, FLORIDA

THIS PLAN IS PRELIMINARY AND
INTENDED FOR CONCEPTUAL
PLANNING PURPOSES ONLY.

SITE LAYOUT AND LAND USE INTENSITIES OR DENSITIES MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY, ENGINEERING, ENVIRONMENTAL AND / OR REGULATORY CONSTRAINTS AND / OR OPPORTUNITIES.

DRAWING NOT VALID WITHOUT SEAL, SIGNATURE AND DATE
© COPYRIGHT 2023, BARRACO AND ASSOCIATES, INC.
REPRODUCTION, CHANGES OR ASSIGNMENTS ARE PROHIBITED

FILE NAME 24102X00-FLU.DWG

LOCATION	J:\24102\DWG\EXHIBITS
----------	-----------------------

PLOT DATE	MON 2-6-2023 - 1:53 PM
-----------	------------------------

Plot by	ALYSSA FONTAINE
---------	-----------------

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

2/6/2023	Update Boundary
----------	-----------------

PLAN STATUS

FUTURE
LAND
USE

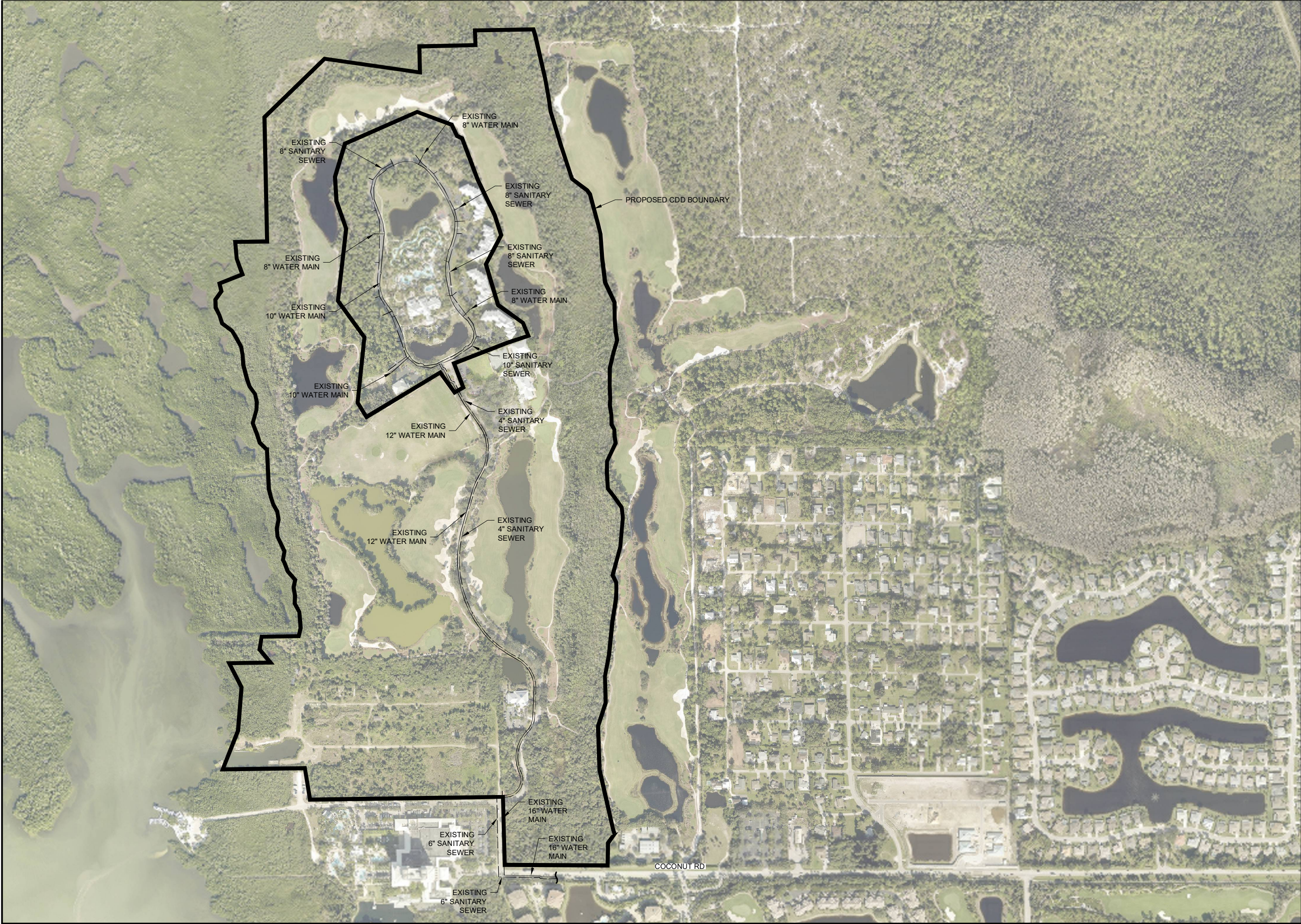
PROJECT / FILE NO

24102

SHEET NUMBER

1

EXHIBIT 6



Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MCGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

N

W

E

S

0138275550

SCALE IN FEET

PROJECT DESCRIPTION

SALT
LEAF
CDD

LEE COUNTY, FLORIDA

THIS PLAN IS PRELIMINARY AND
INTENDED FOR CONCEPTUAL
PLANNING PURPOSES ONLY.

SITE LAYOUT AND LAND USE
INTENSITIES OR DENSITIES MAY
CHANGE SIGNIFICANTLY BASED
UPON SURVEY, ENGINEERING,
ENVIRONMENTAL AND / OR
REGULATORY CONSTRAINTS AND /
OR OPPORTUNITIES.

DRAWING NOT VALID WITHOUT SEAL, SIGNATURE AND DATE
© COPYRIGHT 2023, BARRACO AND ASSOCIATES, INC.
REPRODUCTION, CHANGES OR ASSIGNMENTS ARE PROHIBITED

FILE NAME: 24102X00-EXUTILITIES.DWG

LOCATION: J:\24102\DWG\EXHIBITS\

PLOT DATE: MON, 2-6-2023 - 1:56 PM

PLOT BY: ALYSSA FONTAINE

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

2/6/2023

Update Boundary

PLAN STATUS

EXISTING UTILITIES
EXHIBIT

PROJECT / FILE NO.

24102

SHEET NUMBER

1



July 26, 2022

Jeremy Arnold, P.E.
Atwell, LLC
28100 Bonita Grande Dr.
Bonita Springs, FL 34135

Sent via e-mail: cleos@atwell-group.com

Re: Bayview-Raptor Bay

Dear Jeremy Arnold,

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 301,400 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

EXHIBIT 7

Saltleaf Community Development District (CDD)**City of Bonita Springs/Lee County, Florida****Order of Magnitude Construction Cost Estimate****December 5, 2022**

Improvement Category	Estimated Cost of Construction	Final Owner	Operational Entity
Surface Water Management/Drainage/Environmental	\$1,500,000	CDD	CDD
Roadway Improvements	\$6,200,000	CDD	CDD
Marina/Marine Facility	\$3,900,000	CDD	CDD
Hardscape/Landscape	\$3,800,000	CDD	CDD
Land Purchase	\$4,800,000	CDD	CDD
Subtotal	\$20,200,000		
Offsite Roadway, Environmental, Marina, Parking and Utility	\$1,600,000	CDD	CDD
Professional Fees/Permit Fees	\$3,500,000		
Subtotal	5,100,000		
Total	\$25,300,000		
20% Contingency	\$5,060,000		
Grand Total	\$30,360,000		

Start of Construction: First Quarter 2023

Estimated Completed of Infrastructure Construction: Fourth Quarter 2028

EXHIBIT 8

SALTLEAF COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

December 16, 2022



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Saltleaf Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 197.36 +/- acres of land located within Lee County, Florida (the "County") and is projected to contain approximately 803 residential dwelling units and 5 acres of living facility which will make up the Saltleaf development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing the District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Saltleaf Community Development District

The District is designed to provide public infrastructure, services, and facilities, along with operation and maintenance of the same, to a master planned non-residential development currently anticipated to contain a total of approximately 803 residential dwelling units and 5 acres of living facility, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Saltleaf.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (Lee County, according to Census 2020, has a population of 760,822; therefore, it is not defined as a small county for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:**
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned non-residential development. The development of the approximately 197.36 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 803 residential dwelling units and 5 acres of living facility, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job

growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the County to offset any expenses that the County may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will

be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the County or the State.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) Lee County and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. Lee County, Florida

The County and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the County. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the County as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 197.36 +/- acre master planned non-residential development currently anticipated to contain a total of approximately 4803 residential

dwelling units and 5 acres of living facility, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 2,811 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The County, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The County is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of Lee County. Therefore, the County (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

Lee County, Florida

The proposed land for the District is located within Lee County, Florida and consists of less than 2,500 acres. The County and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the County will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the County may incur in the processing of this petition. Finally, the County already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for governmental entities.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. A CDD is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government, including the County. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$30,360,000. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**SALTLEAF COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Surface Water Management/Drainage/ Environmental	CDD	CDD	CDD
Roadway Improvements	CDD	CDD	CDD
Marina/Marine Facility	CDD	CDD	CDD
Hardscape/Landscape	CDD	CDD	CDD
Offsite Roadway, Environmental, Marina, Parking and Utility	CDD	CDD	CDD

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, County or its dependent districts, or County management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

Table 2

**SALTLEAF COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Surface Water Management/Drainage/Environmental	\$1,500,000
Roadway Improvements	\$6,200,000
Marina/Marine Facility	\$3,900,000
Hardscape/Landscape	\$3,800,000
Land Purchase	\$4,800,000
Offsite Roadway, Environmental, Marina, Parking and Utility	\$1,600,000
Professional Fees/Permit Fees	\$3,500,000
Contingency	\$5,060,000
Total	\$30,360,000

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide

all services needed by the development.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide CDD landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

Lee County has a population of 760,822 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" county according to Section 120.52, F.S. It

can be reasonably expected that the establishment of community development district for the Saltleaf development will not produce any marginal effects that would be different from those that would have occurred if the Saltleaf development was developed without a community development district established by the County.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Saltleaf Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the County could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Saltleaf development. First, unlike a CDD, this alternative would require the County to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Saltleaf development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the County were to establish and administer a dependent special district, then the residents and landowners of the Saltleaf development would take their grievances and desires to the County Commission meetings.

Third, any debt of an independent CDD is strictly that CDD's responsibility. While it may be technically true that the debt of a County-established, dependent special district is not strictly the County's responsibility, any financial problems that a dependent special district may have may reflect on the County. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low-cost financing from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the

alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Saltleaf Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

EXHIBIT 9

(1)

PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
1 INDEPENDENT DRIVE, SUITE 2300
JACKSONVILLE, FL 32202
Consideration: \$29,000,000

SPECIAL WARRANTY DEED

[Raptor Bay]

THIS SPECIAL WARRANTY DEED is made and executed as of the 9th day of December, 2020, by **WCI COMMUNITIES, LLC**, a Delaware limited liability company, as successor by merger to Pelican Landing Golf Resort Ventures Limited Partnership, a dissolved Delaware limited partnership ("**Grantor**"), whose address is 10481 6 Mile Cypress Parkway, Fort Myers, Florida 33966 to **LB RAPTOR INVESTMENTS, LLC**, a Florida limited liability company ("**Grantee**"), 2210 Vanderbilt Beach Road, Suite 1300, Naples, Florida 34109.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in Lee County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part of this Deed (the "**Property**"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters of record as of November 2, 2020, and further subject to taxes accruing subsequent to December 31, 2020, zoning and use restrictions imposed by governmental authority, claims of sovereignty, and all matters which would be shown by an accurate survey and inspection of the Property (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Deanne M. Smith
(Print Name Deanne M. Smith)

Lance Ellis
(Print Name Lance Ellis)

GRANTOR:

WCI COMMUNITIES, LLC,
a Delaware limited liability company

By: _____
Name: Darin Mc Murray
Its: Vice President

STATE OF FLORIDA)
)SS
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10TH day of December, 2020, by means of ☒ physical presence or ☐ online notarization by DARIN McMURRAY the VICE PRESIDENT of **WCI COMMUNITIES, LLC**, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Karen A. Hughes
(Print Name _____)

NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known ☒
or Produced I.D. _____

[check one of the above]
Type of Identification Produced _____



Karen A. Hughes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG288290
Expires 2/13/2023

EXHIBIT "A"**PROPERTY****PARCEL 1 (ORD 14-10)**

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3539, PAGE 3116, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 01°34'59" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 464.26 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3539, PAGES 3116 THROUGH 3119 (INCLUSIVE) OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 01°34'59" WEST, 860.24 FEET; COURSE NO. 2: SOUTH 89°06'42" WEST, 1,213.06 FEET; THENCE NORTH 13°37'57" EAST, A DISTANCE OF 214.95 FEET; THENCE NORTH 04°32'08" WEST, A DISTANCE OF 58.94 FEET; THENCE NORTH 05°12'32" WEST, A DISTANCE OF 61.67 FEET; THENCE NORTH 29°06'14" WEST, A DISTANCE OF 55.22 FEET; THENCE NORTH 03°26'02" EAST, A DISTANCE OF 41.25 FEET; THENCE NORTH 10°16'42" WEST, A DISTANCE OF 47.92 FEET; THENCE NORTH 11°13'24" EAST, A DISTANCE OF 64.15 FEET; THENCE NORTH 41°15'02" WEST, A DISTANCE OF 86.46 FEET; THENCE NORTH 21°13'24" WEST, A DISTANCE OF 48.07 FEET; THENCE NORTH 25°50'13" WEST, A DISTANCE OF 7.57 FEET; THENCE NORTH 09°20'00" EAST, A DISTANCE OF 55.14 FEET; THENCE NORTH 25°52'22" WEST, A DISTANCE OF 66.56 FEET; THENCE NORTH 24°52'17" WEST, A DISTANCE OF 40.99 FEET; THENCE NORTH 04°21'29" WEST, A DISTANCE OF 34.66 FEET; THENCE NORTH 11°27'49" EAST, A DISTANCE OF 58.90 FEET; THENCE NORTH 10°24'54" WEST, A DISTANCE OF 67.98 FEET; THENCE NORTH 28°04'28" WEST, A DISTANCE OF 55.04 FEET; THENCE NORTH 18°52'38" WEST, A DISTANCE OF 43.64 FEET; THENCE NORTH 13°36'38" WEST, A DISTANCE OF 42.86 FEET; THENCE NORTH 02°48'29" WEST, A DISTANCE OF 263.13 FEET; THENCE NORTH 46°11'03" WEST, A DISTANCE OF 68.47 FEET; THENCE NORTH 17°54'30" WEST, A DISTANCE OF 45.26 FEET; THENCE NORTH 20°31'47" WEST, A DISTANCE OF 57.29 FEET; THENCE NORTH 15°30'26" EAST, A DISTANCE OF 73.32 FEET; THENCE NORTH 02°32'45" EAST, A DISTANCE OF 63.41 FEET; THENCE NORTH 12°16'28" WEST, A DISTANCE OF 66.88 FEET; THENCE NORTH 35°06'58" WEST, A DISTANCE OF 62.53 FEET; THENCE NORTH 19°11'46" WEST, A DISTANCE OF 42.97 FEET; THENCE NORTH 14°29'27" WEST, A DISTANCE OF 81.14 FEET; THENCE NORTH 74°05'31" EAST, A DISTANCE OF 710.32 FEET TO A POINT ON THE BOUNDARY OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3539, PAGES 3116 THROUGH 3119 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG LAST SAID LANDS; COURSE NO. 1: SOUTH 36°08'20" EAST, 37.55 FEET; COURSE NO. 2: SOUTH 05°57'36" WEST, 410.85 FEET; COURSE NO. 3: SOUTH 31°41'08" EAST, 104.97 FEET; COURSE NO. 4: NORTH 58°57'13" EAST, 537.28 FEET; COURSE NO. 5: SOUTH 35°37'13" EAST, 153.87 FEET; COURSE NO. 6: NORTH 60°05'45" EAST, 62.68 FEET; THENCE SOUTH 21°12'13" EAST, A DISTANCE OF 4.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 60.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 258.00 FEET, THROUGH A CENTRAL ANGLE OF 13°32'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27°58'29" EAST, 60.84 FEET; THENCE SOUTH 34°44'46" EAST, A DISTANCE OF 155.79 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 186.50 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 32°22'48" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 18°33'22" EAST, 184.02 FEET; THENCE NORTH 89°47'40" EAST, A DISTANCE OF 11.43 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 169.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 35°22'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 17°28'14" WEST, 167.11 FEET TO A POINT OF

REVERSE CURVATURE; THENCE SOUTHWESTERLY, 110.74 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 16°55'14" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 26°41'55" WEST, 110.34 FEET; THENCE SOUTH 18°14'18" WEST, A DISTANCE OF 248.83 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 879.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 610.00 FEET, THROUGH A CENTRAL ANGLE OF 82°36'37" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 23°04'00" EAST, 805.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 68.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 675.00 FEET, THROUGH A CENTRAL ANGLE OF 05°46'48" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 61°28'55" EAST, 68.07 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 273.04 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 60°10'09" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 28°30'26" EAST, 260.66 FEET; THENCE SOUTH 01°34'37" WEST, A DISTANCE OF 129.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 147.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 37°28'04" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°18'39" WEST, 144.53 FEET; THENCE SOUTH 39°02'41" WEST, A DISTANCE OF 55.64 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 225.28 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 67°56'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 05°04'40" WEST, 212.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 294.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 155.00 FEET, THROUGH A CENTRAL ANGLE OF 108°52'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 25°32'40" WEST, 252.17 FEET; THENCE SOUTH 79°58'40" WEST, A DISTANCE OF 20.35 FEET; THENCE SOUTH 01°34'59" EAST, A DISTANCE OF 30.27 FEET; THENCE SOUTH 88°25'01" WEST, A DISTANCE OF 26.60 FEET; THENCE NORTH 01°34'59" WEST, A DISTANCE OF 84.84 FEET; THENCE SOUTH 89°05'44" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (RAPTOR BAY)

A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3539, PAGES 3116 THROUGH 3119 (INCLUSIVE), TOGETHER WITH A PARCEL OF LAND LOCATED IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AD FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 01°34'59" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 40.03 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3539, PAGES 3116 THROUGH 3119 (INCLUSIVE) OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 89°42'53" EAST, ALONG THE BOUNDARY OF LAST SAID LANDS, A DISTANCE OF 25.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN THE FOLLOWING SEVEN (7) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: SOUTH 89°42'53" EAST, 1,242.78 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, THE SAME BEING A POINT ON THE WESTERLY BOUNDARY OF EL DORADO ACRES, AN UNRECORDED SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS BOOK 82, PAGE 474 OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; COURSE NO. 2: NORTH 01°27'43" WEST, ALONG LAST SAID LINES, A DISTANCE OF 2,612.02 FEET TO THE MOST NORTHWEST CORNER OF EL DORADO ACRES; COURSE NO. 3: SOUTH 89°52'45" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID EL DORADO ACRES, A DISTANCE OF 610.69 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK NUMBER 14 OF SAID EL DORADO ACRES; COURSE NO. 4: SOUTH 01°17'58" EAST, ALONG THE BOUNDARY OF SAID LOT 8, A DISTANCE OF 132.29 FEET TO THE SOUTHWEST CORNER OF

SAID LOT 8; COURSE NO. 5: SOUTH 89°39'36" EAST, ALONG THE BOUNDARY OF SAID LOT 8, A DISTANCE OF 75.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; COURSE NO. 6: NORTH 01°17'58" WEST, ALONG THE BOUNDARY OF SAID LOT 8, A DISTANCE OF 132.58 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; COURSE NO. 7: SOUTH 89°52'45" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID EL DORADO ACRES, A DISTANCE OF 587.45 FEET TO THE SOUTH 1/4 CORNER OF SECTION 5, TOWNSHIP 47 SOUTH, RANGE 25 EAST, SAID LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE WESTERLY PROLONGATION OF THE NORTHERLY BOUNDARY LINE OF MEADOWBROOK OF BONITA SPRINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGES 53 THROUGH 59 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE SOUTH 89°13'02" EAST, ALONG LAST SAID LINES, A DISTANCE OF 2,581.04 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 5, THE SAME BEING A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5 AND A POINT ON THE EASTERLY BOUNDARY OF FLORIDA GULF LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 59 OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE NORTH 00°35'20" WEST, ALONG SAID LINES, A DISTANCE OF 2,103.32 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AS A 100.00 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT (PARCEL B) AND RECORDED IN DEED BOOK 244, PAGES 138 THROUGH 140 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE NORTH 21°22'09" WEST, ALONG THE WESTERLY BOUNDARY OF LAST SAID LANDS, A DISTANCE OF 660.57 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, THE SAME BEING A POINT ON THE NORTHERLY BOUNDARY OF LAST SAID PLAT; THENCE SOUTH 89°05'10" WEST, ALONG LAST SAID LINES, A DISTANCE OF 2,362.08 FEET TO THE CENTER OF SAID SECTION 5, THE SAME BEING A POINT ON THE BOUNDARY OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3539, PAGES 3116 THROUGH 3119 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: SOUTH 89°07'39" WEST, 2,592.74 FEET; COURSE NO. 2: SOUTH 01°54'31" EAST, 92.62 FEET; COURSE NO. 3: SOUTH 88°43'54" WEST, 349.45 FEET; COURSE NO. 4: SOUTH 01°16'23" EAST, 162.43 FEET; COURSE NO. 5: NORTH 81°48'03" WEST, 600.65 FEET; COURSE NO. 6: SOUTH 45°44'29" WEST, 523.57 FEET; COURSE NO. 7: SOUTH 01°15'33" EAST, 775.71 FEET; COURSE NO. 8: SOUTH 89°14'26" WEST, 199.41 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3627, PAGES 2061 THROUGH 2083 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA (CONSERVATION EASEMENT #1), THE SAME BEING A POINT ON THE MEAN HIGH WATER LINE OF ESTERO BAY; THENCE RUN THE FOLLOWING TWENTY TWO (22) COURSES ALONG LAST SAID LINES; COURSE NO. 1: SOUTH 04°39'14" EAST, 104.21 FEET; COURSE NO. 2: SOUTH 20°14'29" EAST, 105.00 FEET; COURSE NO. 3: SOUTH 68°35'55" WEST, 154.32 FEET; COURSE NO. 4: SOUTH 13°48'24" EAST, 50.99 FEET; COURSE NO. 5: SOUTH 36°09'47" WEST, 64.03 FEET; COURSE NO. 6: SOUTH 02°29'49" EAST, 50.00 FEET; COURSE NO. 7: SOUTH 26°14'47" EAST, 54.63 FEET; COURSE NO. 8: SOUTH 18°08'21" EAST, 51.92 FEET; COURSE NO. 9: SOUTH 52°41'29" EAST, 78.10 FEET; COURSE NO. 10: SOUTH 31°44'44" EAST, A DISTANCE OF 57.31 FEET; COURSE NO. 11: SOUTH 28°08'16" EAST, 55.46 FEET; COURSE NO. 12: SOUTH 10°27'59" EAST, 50.49 FEET; COURSE NO. 13: SOUTH 04°01'02" EAST, 63.86 FEET; COURSE NO. 14: SOUTH 14°29'27" EAST, 88.09 FEET; COURSE NO. 15: SOUTH 19°11'46" EAST, 52.20 FEET; COURSE NO. 16: SOUTH 35°06'58" EAST, 59.36 FEET; COURSE NO. 17: SOUTH 12°16'28" EAST, 49.94 FEET; COURSE NO. 18: SOUTH 02°32'45" WEST, 50.98 FEET; COURSE NO. 19: SOUTH 15°30'26" WEST, 84.12 FEET; COURSE NO. 20: SOUTH 20°31'47" EAST, 72.71 FEET; COURSE NO. 21: SOUTH 17°54'30" EAST, 56.94 FEET; COURSE NO. 22: SOUTH 46°11'03" EAST, 61.03 FEET; THENCE NORTH 89°20'35" EAST, A DISTANCE OF 1.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2013000240450 OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWENTY-THREE (23) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: SOUTH 02°48'29" EAST, 247.54 FEET; COURSE NO. 2: SOUTH 13°36'38" EAST, 49.89 FEET; COURSE NO. 3: SOUTH 18°52'38" EAST, 49.96 FEET; COURSE NO. 4: SOUTH 28°04'28" EAST, 51.29 FEET; COURSE NO. 5: SOUTH 10°24'54" EAST, 50.55 FEET; COURSE NO. 6: SOUTH 11°27'49" WEST, 56.18 FEET; COURSE NO. 7: SOUTH 04°21'29" EAST, 50.65 FEET; COURSE NO. 8: SOUTH 24°52'17" EAST, 50.48 FEET; COURSE NO. 9: SOUTH 25°52'22" EAST, A DISTANCE OF 51.13 FEET; COURSE NO. 10: SOUTH 09°20'00" WEST, 55.12 FEET; COURSE NO. 11: SOUTH 25°50'13" EAST, 21.40 FEET; COURSE

NO. 12: SOUTH 21°13'24" EAST, 54.88 FEET; COURSE NO. 13: SOUTH 41°15'02" EAST, 70.64 FEET; COURSE NO. 14: SOUTH 11°13'24" WEST, 49.00 FEET; COURSE NO. 15: SOUTH 10°16'42" EAST, 51.40 FEET; COURSE NO. 16: SOUTH 03°26'02" WEST, 49.83 FEET; COURSE NO. 17: SOUTH 29°06'14" EAST, 59.23 FEET; COURSE NO. 18: SOUTH 05°12'32" EAST, 50.79 FEET; COURSE NO. 19: SOUTH 04°32'08" EAST, 50.65 FEET; COURSE NO. 20: SOUTH 13°37'57" WEST, 52.21 FEET; COURSE NO. 21: SOUTH 89°00'08" WEST, 230.82 FEET; COURSE NO. 22: SOUTH 09°02'32" WEST, 80.80 FEET; COURSE NO. 23: SOUTH 39°36'41" EAST, 105.50 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, SAID LEE COUNTY, FLORIDA; THENCE NORTH 89°06'42" EAST, ALONG LAST SAID LINE, A DISTANCE OF 188.36 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN CITY OF BONITA SPRINGS, FLORIDA ORDINANCE NUMBER 14-10 (ANNEXATION AREA); THENCE RUN THE FOLLOWING THIRTY (30) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 13°37'57" EAST, 214.95 FEET; COURSE NO. 2: NORTH 04°32'08" WEST, 58.94 FEET; COURSE NO. 3: NORTH 05°12'32" WEST, 61.67 FEET; COURSE NO. 4: NORTH 29°06'14" WEST, 55.22 FEET; COURSE NO. 5: NORTH 03°26'02" EAST, 41.25 FEET; COURSE NO. 6: NORTH 10°16'42" WEST, 47.92 FEET; COURSE NO. 7: NORTH 11°13'24" EAST, 64.15 FEET; COURSE NO. 8: NORTH 41°15'02" WEST, 86.46 FEET; COURSE NO. 9: NORTH 21°13'24" WEST 48.07 FEET; COURSE NO. 10: NORTH 25°50'13" WEST, 7.57 FEET; COURSE NO. 11: NORTH 09°20'00" EAST, 55.14 FEET; COURSE NO. 12: NORTH 25°52'22" WEST, 66.56 FEET; COURSE NO. 13: NORTH 24°52'17" WEST, 40.99 FEET; COURSE NO. 14: NORTH 04°21'29" WEST, 34.66 FEET; COURSE NO. 15: NORTH 11°27'49" EAST, 58.90 FEET; COURSE NO. 16: NORTH 10°24'54" WEST, 67.98 FEET; COURSE NO. 17: NORTH 28°04'28" WEST, 55.04 FEET; COURSE NO. 18: NORTH 18°52'38" WEST, 43.64 FEET; COURSE NO. 19: NORTH 13°36'38" WEST, 42.86 FEET; COURSE NO. 20: NORTH 02°48'29" WEST, 263.13 FEET; COURSE NO. 21: NORTH 46°11'03" WEST, 68.47 FEET; COURSE NO. 22: NORTH 17°54'30" WEST, 45.26 FEET; COURSE NO. 23: NORTH 20°31'47" WEST, 57.29 FEET; COURSE NO. 24: NORTH 15°30'26" EAST, 73.32 FEET; COURSE NO. 25: NORTH 02°32'45" EAST, 63.41 FEET; COURSE NO. 26: NORTH 12°16'28" WEST, 66.88 FEET; COURSE NO. 27: NORTH 35°06'58" WEST, 62.53 FEET; COURSE NO. 28: NORTH 19°11'46" WEST, 42.97 FEET; COURSE NO. 29: NORTH 14°29'27" WEST, 81.14 FEET; COURSE NO. 30: NORTH 74°05'31" EAST, 710.32 FEET TO A POINT ON THE BOUNDARY OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3539, PAGES 3116 THROUGH 3119 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING NINETEEN (19) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 36°08'20" WEST, 242.58 FEET; COURSE NO. 2: NORTH 06°21'18" EAST, 453.60 FEET; COURSE NO. 3: NORTH 19°00'07" WEST, 182.05 FEET; COURSE NO. 4: NORTH 03°46'53" WEST, 151.03 FEET; COURSE NO. 5: NORTH 16°47'03" EAST, 216.81 FEET; COURSE NO. 6: NORTH 66°15'38" EAST, 491.36 FEET; COURSE NO. 7: SOUTH 69°40'02" EAST, 229.14 FEET; COURSE NO. 8: SOUTH 25°28'33" EAST, A DISTANCE OF 76.93 FEET; COURSE NO. 9: SOUTH 64°24'50" EAST, 35.54 FEET; COURSE NO. 10: SOUTH 20°50'26" EAST, 276.35 FEET; COURSE NO. 11: SOUTH 25°28'33" EAST, 245.21 FEET; COURSE NO. 12: SOUTH 18°20'32" EAST, 130.83 FEET; COURSE NO. 13: SOUTH 27°46'07" WEST, A DISTANCE OF 205.73 FEET; COURSE NO. 14: SOUTH 16°30'00" EAST, 265.70 FEET; COURSE NO. 15: SOUTH 54°23'52" EAST, A DISTANCE OF 190.76 FEET; COURSE NO. 16: SOUTH 22°38'40" EAST, 87.71 FEET; COURSE NO. 17: SOUTH 71°46'53" WEST, 131.17 FEET; COURSE NO. 18: SOUTH 68°44'48" WEST, 363.26 FEET; COURSE NO. 19: SOUTH 21°12'13" EAST, 161.13 FEET TO A POINT ON THE BOUNDARY OF AFORESAID LANDS DESCRIBED AND RECORDED IN CITY OF BONITA SPRINGS, FLORIDA ORDINANCE NUMBER 14-10 (ANNEXATION AREA); THENCE RUN THE FOLLOWING NINETEEN (19) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: SOUTH 21°12'13" EAST, 4.51 FEET TO A POINT OF CURVATURE; COURSE NO. 2: SOUTHEASTERLY, 60.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 258.00 FEET, THROUGH A CENTRAL ANGLE OF 13°32'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27°58'29" EAST, 60.84 FEET; COURSE NO. 3: SOUTH 34°44'46" EAST, 155.79 FEET TO A POINT OF CURVATURE; COURSE NO. 4: SOUTHERLY, 186.50 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 32°22'48" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 18°33'22" EAST, 184.02 FEET; COURSE NO. 5: NORTH 89°47'40" EAST, 11.43 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 6: SOUTHERLY, 169.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 35°22'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 17°28'14" WEST, 167.11 FEET

TO A POINT OF REVERSE CURVATURE; COURSE NO. 7: SOUTHWESTERLY, 110.74 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF $16^{\circ}55'14''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $26^{\circ}41'55''$ WEST, 110.34 FEET; COURSE NO. 8: SOUTH $18^{\circ}14'18''$ WEST, 248.83 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHEASTERLY, 879.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 610.00 FEET, THROUGH A CENTRAL ANGLE OF $82^{\circ}36'37''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $23^{\circ}04'00''$ EAST, 805.28 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: SOUTHEASTERLY, 68.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 675.00 FEET, THROUGH A CENTRAL ANGLE OF $05^{\circ}46'48''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $61^{\circ}28'55''$ EAST, 68.07 FEET TO A POINT OF COMPOUND CURVATURE; COURSE NO. 11: SOUTHEASTERLY, 273.04 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF $60^{\circ}10'09''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $28^{\circ}30'26''$ EAST, 260.66 FEET; COURSE NO. 12: SOUTH $01^{\circ}34'37''$ WEST, 129.72 FEET TO A POINT OF CURVATURE; COURSE NO. 13: SOUTHERLY, 147.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ}28'04''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $20^{\circ}18'39''$ WEST, 144.53 FEET; COURSE NO. 14: SOUTH $39^{\circ}02'41''$ WEST, 55.64 FEET TO A POINT OF CURVATURE; COURSE NO. 15: SOUTHERLY, 225.28 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF $67^{\circ}56'02''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $05^{\circ}04'40''$ WEST, 212.31 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 16: SOUTHWESTERLY, 294.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 155.00 FEET, THROUGH A CENTRAL ANGLE OF $108^{\circ}52'02''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $25^{\circ}32'40''$ WEST, 252.17 FEET; COURSE NO. 17: SOUTH $79^{\circ}58'40''$ WEST, 20.35 FEET; COURSE NO. 18: SOUTH $01^{\circ}34'59''$ EAST, 30.27 FEET; COURSE NO. 19: SOUTH $88^{\circ}25'01''$ WEST, 26.60 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3421, PAGES 1095 THROUGH 1097 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}34'59''$ EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 339.91 FEET TO THE POINT OF BEGINNING.

**LDC
APPROVED**

NOTICE OF UNITY OF TITLE

In consideration of the issuance of a permit to LB Estero Bay Investments, LLC, for the construction of/combination of the parcels listed in Exhibit "B" attached hereto, in the City of Bonita Springs, Lee County, Florida, and for other good and valuable considerations, the undersigned does hereby agree to restrict the use of, that lands described in Exhibit "A" attached hereto and made a part hereof, in the following manner:

1. That said property shall be considered as one plot of land and that no portion of said lot, plot and parcel shall be sold, transferred, devised, assigned, or mortgaged separately except in its entirety as one plot or parcel of land.
2. The undersigned is put on notice that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned their heirs and assigns until such time as the same may be released in writing by the City Council of the City of Bonita Springs.
3. The undersigned is further put on notice that this instrument will be recorded in the public records of Lee County, Florida, provided, however, that the City Council may approve the rescinding of this covenant upon the presentation of a new recorded covenant which complies with the laws applicable to the new uses intended.
4. This covenant shall automatically be rescinded and the record title automatically cleared thereof upon the filing of a Plat of record of the entire property above described or of a portion so subdivided.

SIGNED, SEALED, EXECUTED and ACKNOWLEDGED on this 14 day of October, 2021 at Bonita Springs, FLORIDA.

[Signature]

Witness
[Signature]

Witness

[Signature]

Mark D. Wilson
LB Estero Bay Investments, LLC

NOTARY PUBLIC:

I HEREBY CERTIFY that on this 14 day of October, 2021 before me personally appeared Mark D. Wilson to me well known to be the person described in and who executed the foregoing instrument of their free act and deed.

WITNESS my signature and official seal in the County of Lee, State of Florida, this 14 day of October, 2021

[Signature]

Notary Public Signature
My commission expires:

Notary Public Seal

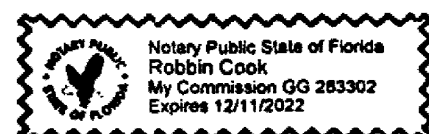


EXHIBIT "A"
PROPERTY DESCRIPTION

LDC
APPROVED

(AS SURVEYED)

A PARCEL OF LAND LYING WITHIN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA; THENCE RUN ALONG THE EAST LINE OF SAID LOT 2, SOUTH 01°34'27" EAST, A DISTANCE OF 860.19 FEET TO A POINT ON THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3421, PAGE 1095, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID LANDS FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) SOUTH 89°06'16" WEST, A DISTANCE OF 264.00 FEET; 2) THENCE SOUTH 89°09'28" WEST, A DISTANCE OF 666.22 FEET; 3) THENCE SOUTH 89°06'16" WEST, A DISTANCE OF 247.50 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2013000046383, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY BOUNDARY OF SAID LANDS, NORTH 09°16'44" WEST, A DISTANCE OF 199.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE AFOREMENTIONED GOVERNMENT LOT 2; THENCE RUN ALONG SAID SOUTH LINE, SOUTH 89°06'16" WEST, A DISTANCE OF 549 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE OF ESTERO BAY, A PORTION OF WHICH IS DEPICTED ON THE MEAN HIGH WATER LINE SURVEY PUBLISHED ON LABINS.ORG WITH A FILE NUMBER OF 3955; THENCE RUN ALONG SAID MEAN HIGH WATER LINE, NORTHERLY A DISTANCE OF 841 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE RUN ALONG SAID NORTH LINE 89°06'47" EAST, A DISTANCE OF 1,665 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 30.51 ACRES, MORE OR LESS.

As depicted on that ALTA Survey prepared by Grady Minor and associates, signed by Donald L. Saintnoy II, PSM #6761, titled WEEKS FISH CAMP, consisting of 4 pages, reference # 17-115-ALTA-4-3-18. Said Survey being on file with the City of Bonita Springs.

**LDC
APPROVED**

**EXHIBIT "B"
STRAP NUMBERS**

- 07-47-25-B2-00002.0000 • 07-47-25-B2-00003.0140 • 07-47-25-B2-00003.0270
- 07-47-25-B2-00003.0000 • 07-47-25-B2-00003.0150 • 07-47-25-B2-00003.0280
- 07-47-25-B2-00003.0010 • 07-47-25-B2-00003.0160 • 07-47-25-B2-00003.0290
- 07-47-25-B2-00003.0020 • 07-47-25-B2-00003.0170 • 07-47-25-B2-00003.0300
- 07-47-25-B2-00003.0030 • 07-47-25-B2-00003.0180 • 07-47-25-B2-00003.0310
- 07-47-25-B2-00003.003A • 07-47-25-B2-00003.0190 • 07-47-25-B2-00003.0320
- 07-47-25-B2-00003.0040 • 07-47-25-B2-00003.0200 • 07-47-25-B2-00003.0330
- 07-47-25-B2-00003.0050 • 07-47-25-B2-00003.0210 • 07-47-25-B2-00003.0340
- 07-47-25-B2-00003.0060 • 07-47-25-B2-00005.0000 • 07-47-25-B2-00003.0350
- 07-47-25-B2-00003.0070 • 07-47-25-B2-00006.0000 • 07-47-25-B2-00003.0360
- 07-47-25-B2-00003.0080 • 07-47-25-B2-00006.0010 • 07-47-25-B2-00003.0370
- 07-47-25-B2-00003.0090 • 07-47-25-B2-00006.001A • 07-47-25-B2-00003.014B
- 07-47-25-B2-00003.0100 • 07-47-25-B2-00006.001C • 07-47-25-B2-00003.014C
- 07-47-25-B2-00003.0110 • 07-47-25-B2-00003.0220 • 07-47-25-B2-00003.014A
- 07-47-25-B2-00003.011A • 07-47-25-B2-00003.0230 • 07-47-25-B2-00003.0380
- 07-47-25-B2-00003.011B • 07-47-25-B2-00003.0240 • 07-47-25-B2-00003.0390
- 07-47-25-B2-00003.0120 • 07-47-25-B2-00003.0250 • 07-47-25-B2-00003.0400
- 07-47-25-B2-00003.0130 • 07-47-25-B2-00003.0260 • 07-47-25-B2-00003.0410

As depicted on that ALTA Survey prepared by Grady Minor and associates, signed by Donald L. Saintnoy II, PSM #6761, titled WEEKS FISH CAMP, consisting of 4 pages, reference # 17-115-ALTA-4-3-18. Said Survey being on file with the City of Bonita Springs.

INSTR # 2018000095424, Doc Type D, Pages 4, Recorded 04/23/2018 at 09:10 AM,
Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee \$35.50 Deputy
Clerk LESPOSITO

*This Instrument was prepared by:
Gregg S. Truxton, Esquire
Bolaños Truxton, P.A.
12800 University Drive, Suite 350
Fort Myers, Florida 33907*

[Space above this line for recording]

QUIT-CLAIM DEED

This Quit-Claim Deed, made this 18th day of April, 2018, by **Sugar Mountain Development, LLC**, a Florida limited liability company, **Donavan, LLC**, a Florida limited liability company, and **Estero Bay Marine, LLC**, a Florida limited liability company, collectively as the party of the first part, in favor of **LB Estero Bay Investments, LLC**, a Florida limited liability company, party of the second part, whose address is 2210 Vanderbilt Beach Road, Suite 1300, Naples, Florida 34109.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations, to it in hand paid, by said party of the second part, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, any interest the first party may have in and to the following described land:

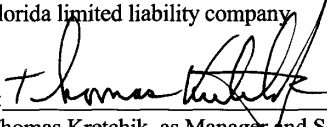
See **Exhibit "A"** attached to this Quit-Claim Deed.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Sugar Mountain Development, LLC,
a Florida limited liability company

By: 
Thomas Kretchik, as Manager and Sole Member

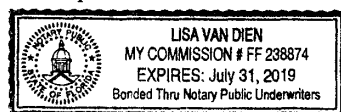

Print Name: Lisa Van Dien


Print Name: Samuel Falcon

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 18th day of April, 2018, by Thomas Kretchik, as Manager and Sole Member of Sugar Mountain Development, LLC, a Florida limited liability company, who () is personally known to me or (✓) has produced PA D.L. as identification.

My Commission Expires:




Notary Public, State of Florida at Large
Print Notary Name:

INSTR # 2018000095424 Page Number: 2 of 4

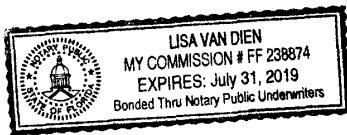

Print Name: Lisa Van Dien


Print Name: Samuel Falcon

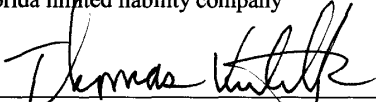
State of Florida
County of Collier

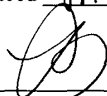
The foregoing instrument was acknowledged before me this 18th day of April, 2018, by Thomas Kretchik, as Manager and Sole Member of Donovan, LLC, a Florida limited liability company, who () is personally known to me or (☒) has produced PA DL as identification.

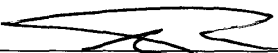
My Commission Expires:



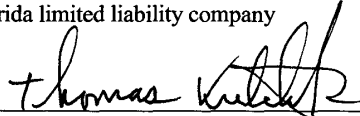
Donavan, LLC,
a Florida limited liability company

By: 
Thomas Kretchik, as Manager and Sole Member


Notary Public, State of Florida at Large
Print Notary


Print Name: Lisa Van Dien

Print Name: Samuel Falcone

Estero Bay Marine, LLC,
a Florida limited liability company

By: 
Thomas Kretchik, as Manager and Sole Member

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 18th day of April, 2018, by Thomas Kretchik, as Manager and Sole Member of Estero Bay Marine, LLC, a Florida limited liability company, who () is personally known to me or (✓) has produced PA DL as identification.

My Commission Expires:


Notary Public, State of Florida at Large
Print Notary



Exhibit "A"**WEEKS FISH CAMP
(17-115-LS)**

A PARCEL OF LAND LYING WITHIN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA; THENCE RUN ALONG THE EAST LINE OF SAID LOT 2, SOUTH $01^{\circ}34'27''$ EAST, A DISTANCE OF 860.19 FEET TO A POINT ON THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3421, PAGE 1095, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID LANDS FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) SOUTH $89^{\circ}06'16''$ WEST, A DISTANCE OF 264.00 FEET; 2) THENCE SOUTH $89^{\circ}09'28''$ WEST, A DISTANCE OF 666.22 FEET; 3) THENCE SOUTH $89^{\circ}06'16''$ WEST, A DISTANCE OF 247.50 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2013000046383, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY BOUNDARY OF SAID LANDS, NORTH $09^{\circ}16'44''$ WEST, A DISTANCE OF 199.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE AFOREMENTIONED GOVERNMENT LOT 2; THENCE RUN ALONG SAID SOUTH LINE, SOUTH $89^{\circ}06'16''$ WEST, A DISTANCE OF 549 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE OF ESTERO BAY, A PORTION OF WHICH IS DEPICTED ON THE MEAN HIGH WATER LINE SURVEY PUBLISHED ON LABINS.ORG WITH A FILE NUMBER OF 3955; THENCE RUN ALONG SAID MEAN HIGH WATER LINE, NORTHERLY A DISTANCE OF 841 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE RUN ALONG SAID NORTH LINE, NORTH $89^{\circ}06'47''$ EAST, A DISTANCE OF 1,665 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 30.51 ACRES, MORE OR LESS

This Instrument was prepared by:
Gregg S. Truxton, Esquire
Bolaños Truxton, P.A.
12800 University Drive, Suite 350
Fort Myers, Florida 33907

Parcel Identification Numbers:

07-47-25-B2-00003.0000; 07-47-25-B2-00002.0000; 07-47-25-B2-00003.003A; 07-47-25-B2-00003.0030; 07-47-25-B2-00003.0070;
07-47-25-B2-00003.0080; 07-47-25-B2-00003.0100; 07-47-25-B2-00003.0120; 07-47-25-B2-00003.0110;
07-47-25-B2-00003.011B; 07-47-25-B2-00003.011A; 07-47-25-B2-00003.014C; 07-47-25-B2-00003.014B; 07-47-25-B2-00003.014A;
07-47-25-B2-00003.0140; 07-47-25-B2-00003.0380; 07-47-25-B2-00003.0400; 07-47-25-B2-00003.0010; 07-47-25-B2-00003.0040;
07-47-25-B2-00003.0050; 07-47-25-B2-00003.0060; 07-47-25-B2-00003.0130; 07-47-25-B2-00003.0190; 07-47-25-B2-00003.0180;
07-47-25-B2-00003.0220; 07-47-25-B2-00003.0230; 07-47-25-B2-00003.0260; 07-47-25-B2-00003.0270; 07-47-25-B2-00003.0280;
07-47-25-B2-00003.0290; 07-47-25-B2-00003.0300; 07-47-25-B2-00003.0310; 07-47-25-B2-00003.0320; 07-47-25-B2-00003.0240;
07-47-25-B2-00003.0200; 07-47-25-B2-00003.0150; 07-47-25-B2-00003.0090; 07-47-25-B2-00003.0020; 07-47-25-B2-00003.0410;
07-47-25-B2-00003.0390; 07-47-25-B2-00003.0160; 07-47-25-B2-00003.0170; 07-47-25-B2-00003.0210; 07-47-25-B2-00003.0250;
07-47-25-B2-00003.0330; 07-47-25-B2-00003.0340; 07-47-25-B2-00003.0350; 07-47-25-B2-00003.0360; 07-47-25-B2-00003.0000;
07-47-25-B2-00006.0010; 07-47-25-B2-00006.001C; 07-47-25-B2-00006.001A; 07-47-25-B2-00006.0000; 07-47-25-B2-00003.0370.

[Space above this line for recording]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 18th day of April, 2018, by **Sugar Mountain Development, LLC**, a Florida limited liability company ("Sugar Mountain Development"), as to the real property described on **Exhibit "A-1"** to this Special Warranty Deed, **Donavan, LLC**, a Florida limited liability company ("Donavan"), as to the real property described on **Exhibit "A-2"** to this Special Warranty Deed, and **Estero Bay Marine, LLC**, a Florida limited liability company ("Estero Bay Marine"), as to the real property described on **Exhibit "A-3"** to this Special Warranty Deed, collectively as Grantors, and **LB Estero Bay Investments, LLC**, a Florida limited liability company, as Grantee, whose address is 2210 Vanderbilt Beach Road, Suite 1300, Naples, Florida 34109.

WITNESSETH: That the Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lee County, Florida to-wit:

See Composite Exhibit "A", consisting of Exhibit "A-1", "A-2" and "A-3";

and this conveyance is subject only to those items listed on Exhibit "B" attached hereto.

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.

NOTE TO RECORDER: Documentary stamp taxes in the amount of \$89,250.00 are being paid on \$12,750,000.00 consideration in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

AND Sugar Mountain Development, hereby covenants with said Grantee, as to the real property described on Exhibit "A-1", that Sugar Mountain Development is lawfully seized of said land in fee simple; that Sugar Mountain Development has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Sugar Mountain Development.

AND Donavan, hereby covenants with said Grantee, as to the real property described on Exhibit "A-2", that Donavan is lawfully seized of said land in fee simple; that Donavan has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Donavan.

AND Estero Bay Marine, hereby covenants with said Grantee, as to the real property described on Exhibit "A-3", that Estero Bay Marine is lawfully seized of said land in fee simple; that Estero Bay Marine has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Estero Bay Marine.

IN WITNESS WHEREOF, the said Grantors have hereunto set our hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

GRANTORS:

Sugar Mountain Development, LLC
a Florida limited liability company

By: Thomas Kretchik
Thomas Kretchik, as Manager and Sole Member

Lisa Van Dien
Print Name: Lisa Van Dien

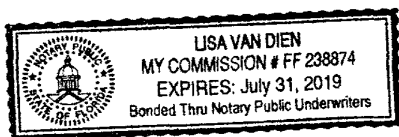
Samuel Falout
Print Name: Samuel Falout

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 18th day of April, 2018, by Thomas Kretchik, as Manager and Sole Member of Sugar Mountain Development, LLC, a Florida limited liability company, who () is personally known to me or (☒) has produced PA DL as identification.

My Commission Expires:

[Signature]
Notary Public, State of Florida at Large
Print Notary Name:



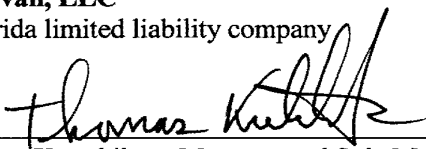


Print Name: Lisa Van Dien


Print Name: Samuel Falkner

Donavan, LLC

a Florida limited liability company

By: 

Thomas Kretchik, as Manager and Sole Member

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 18th day of April, 2018, by Thomas Kretchik, as Manager and Sole Member of Donovan, LLC, a Florida limited liability company, who () is personally known to me or (✓) has produced PA DL as identification.

My Commission Expires:





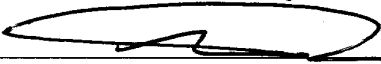
Notary Public, State of Florida at Large
Print Notary

Estero Bay Marine, LLC

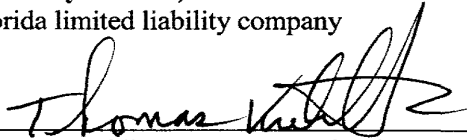
a Florida limited liability company



Print Name: Lisa Van Dien



Print Name: Samuel Falkner

By: 

Thomas Kretchik, as Manager and Sole Member

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 18th day of April, 2018, by Thomas Kretchik, as Manager and Sole Member of Estero Bay Marine, LLC, a Florida limited liability company, who () is personally known to me or (✓) has produced PA O.L. as identification.

My Commission Expires:



Notary Public, State of Florida at Large
Print Notary



EXHIBIT "A-1"

(SUGAR MOUNTAIN DEVELOPMENT PROPERTY)

The land referred to herein below is situated in the County of Lee, State of Florida, and is described as follows:

PARCEL 2:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE WEST 1,279 FEET; THENCE SOUTH 142 FEET; THENCE EAST 1,279 FEET; THENCE NORTH 142 FEET, TO THE POINT OF BEGINNING.

PARCEL 4:

A PIECE OR PARCEL OF LAND SITUATED IN THE COUNTY OF LEE, STATE OF FLORIDA, AND BEING KNOWN AS A LOT OR PARCEL OF LAND LYING IN THE NORTH 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF, FOR 142 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE NORTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 242 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, FOR 1,105.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED; THENCE WEST ALONG SAID NORTH LINE OF A ROADWAY 50 FEET WIDE FOR 100 FEET; THENCE RUN NORTH AND PARALLEL WITH SAID EAST LINE OF SAID GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN EAST ALONG SAID SOUTH LINE OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, OF SAID PUBLIC RECORDS, PARALLEL WITH AND 142 FEET SOUTH OF SAID NORTH LINE OF SAID GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

A LOT OR PARCEL OF LAND IN LEE COUNTY, FLORIDA IN THE NORTH HALF (N ½) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG SAID DRIVEWAY 242 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, FOR 1005.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING CONTINUE WEST ALONG THE NORTH LINE OF SAID DRIVEWAY AND SAID PARALLEL LINE FOR 100 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN EAST 142 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC LAND RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG THE NORTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 242 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 905.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING, CONTINUE WEST ALONG SAID NORTH LINE OF A ROADWAY 50 FEET WIDE FOR 100 FEET; THENCE RUN NORTH AND PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE, RUN EAST ALONG SAID SOUTH LINE OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 OF SAID PUBLIC RECORDS, PARALLEL WITH AND 142 FEET SOUTH OF SAID NORTH LINE OF GOVERNMENT LOT 2, FOR 100 FEET, THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

FROM THE NE CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SE CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG THE NORTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 242 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 805.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING CONTINUE WEST ALONG SAID NORTH LINE OF A ROADWAY 50 FEET WIDE FOR 100 FEET; THENCE RUN NORTH AND PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN EAST ALONG SAID SOUTH LINE OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 OF SAID PUBLIC RECORDS, PARALLEL WITH AND 142 FEET SOUTH OF SAID NORTH LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

FROM THE NE CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SE CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG THE NORTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 242 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 705.5 FEET TO THE P.O.B. OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING, CONTINUE WEST ALONG SAID NORTH LINE OF A ROADWAY 50 FEET WIDE FOR 100 FEET; THENCE RUN NORTH AND PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN EAST ALONG SAID SOUTH LINE OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 OF SAID PUBLIC RECORDS, PARALLEL WITH AND 142 FEET SOUTH OF SAID NORTH LINE

OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE P.O.B.

PARCEL 9:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE NORTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 242 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 605.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING, CONTINUE WEST ALONG SAID NORTH LINE OF A ROADWAY 50 FEET WIDE FOR 100 FEET, THENCE RUN NORTH AND PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET, THENCE RUN EAST ALONG SAID SOUTH LINE OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, PARALLEL WITH AND 142 FEET SOUTH OF SAID NORTH LINE OF GOVERNMENT LOT 2, FOR 100 FEET, THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE NORTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 242 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 505.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING, CONTINUE WEST ALONG SAID NORTH LINE OF A ROADWAY 50 FEET WIDE FOR 100 FEET, THENCE RUN NORTH AND PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET, THENCE RUN EAST ALONG SAID SOUTH LINE OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 OF SAID PUBLIC RECORDS, PARALLEL WITH AND 142 FEET SOUTH OF SAID NORTH LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE NORTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 242 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR

405.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING, CONTINUE WEST ALONG SAID NORTH LINE OF A ROADWAY 50 FEET WIDE FOR 100 FEET, THENCE RUN NORTH AND PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET, THENCE RUN EAST ALONG SAID SOUTH LINE OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 OF SAID PUBLIC RECORDS, PARALLEL WITH AND 142 FEET SOUTH OF SAID NORTH LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 12:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE NORTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 242 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 305.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING, CONTINUE WEST ALONG SAID NORTH LINE OF A ROADWAY 50 FEET WIDE FOR 100 FEET, THENCE RUN NORTH AND PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET, THENCE RUN EAST ALONG SAID SOUTH LINE OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 OF SAID PUBLIC RECORDS, PARALLEL WITH AND 142 FEET SOUTH OF SAID NORTH LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCELS 13, 14 AND 15:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG THE NORTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 242 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 100 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 30 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING, CONTINUE WEST ALONG SAID NORTH LINE OF A ROADWAY 50 FEET WIDE FOR 275.5 FEET; THENCE RUN NORTH AND PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET; THENCE RUN EAST ALONG SAID SOUTH LINE OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 OF SAID PUBLIC RECORDS PARALLEL WITH AND 142 FEET SOUTH OF SAID NORTH LINE OF GOVERNMENT LOT 2 FOR 275.5 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 16:

FROM THE NORTHEAST CORNER OF GOVERNMENT LOT 2 IN SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, RUN THENCE SOUTH ALONG THE EAST LINE OF GOVERNMENT LOT 2, A DISTANCE OF 242 FEET TO THE POINT OF BEGINNING, THENCE RUN WEST 30 FEET, THENCE RUN NORTH 100 FEET, THENCE RUN EAST 30 FEET TO THE EAST LINE OF

GOVERNMENT LOT 2, THENCE RUN SOUTH 100 FEET, ALONG THE EAST LINE OF GOVERNMENT LOT 2 TO THE POINT OF BEGINNING.

PARCEL 18:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 150 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 1,005.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING CONTINUE WEST ON THE SAME COURSE PARALLEL WITH SAID NORTH LINE OF LOT 2 AND ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 110 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF LOT 2 FOR 110 FEET TO THE POINT OF BEGINNING.

PARCEL 20:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144 AT PAGE 360 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 150 FEET; THENCE RUN WEST PARALLEL WITH AND 292 FOOT SOUTH OF THE NORTH LINE OF SAID LOT 2 FOR 805.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING CONTINUE WEST ALONG SAID PARALLEL LINE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF A DRIVEWAY 50 FEET WIDE FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF LOT 2 FOR 215 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF LOT 2 AND ALONG THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE FOR 100 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE FOR 215 FEET TO THE POINT OF BEGINNING, AND THE SOUTH LINE OF A ROADWAY 50 FEET WIDE.

PARCEL 21:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2 IN FRACTIONAL NORTHEAST ¼ OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, BEAR SOUTH, ALONG THE EAST LINE OF SAID NORTHEAST ¼ A DISTANCE OF 1592.00 FEET TO A POINT, THENCE NORTH 89 DEGREES 19 MINUTES 30 SECONDS WEST, 705.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED, THENCE SOUTH 135.00 FEET, THENCE NORTH 89 DEGREES 19 MINUTES 30 SECONDS WEST, 100 FEET, THENCE NORTH 135 FEET, THENCE SOUTH 89 DEGREES 19 MINUTES 30 SECONDS EAST, 100.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE NORTH 25 FEET.

PARCEL 22:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG THE SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 150 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 705.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY DESCRIBED. FROM SAID POINT OF BEGINNING RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET; THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 23:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE SOUTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 150 FEET SOUTH OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 605.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY DESCRIBED. FROM SAID POINT OF BEGINNING RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET, THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 24:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE SOUTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 150 FEET SOUTH OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 505.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET, THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 25:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE SOUTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 50 FEET SOUTH OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 405.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET, THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 26:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE SOUTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 150 FEET SOUTH OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 305.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY DESCRIBED. FROM SAID POINT OF BEGINNING RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET, THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 27:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG THE SOUTH LINE OF SAID DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 150 FEET SOUTH OF THE SOUTH LINE OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 205.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED. FROM SAID POINT OF BEGINNING RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET, THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 28:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE AND THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED, THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE AND PARALLEL WITH AND 292.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 150.0 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, PAGE 360, FOR 105.50 FEET, THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 110.0 FEET, THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 105.50 FEET TO THE EASTERLY LINE OF SAID SECTION 7 AND ALSO THE EASTERLY LINE OF A 30 FEET WIDE ROAD, THENCE RUN NORTHERLY ALONG SAID EASTERLY LINE OF SAID SECTION 7 AND THE EASTERLY RIGHT OF WAY OF SAID ROADWAY 40 FEET WIDE FOR 110.0 FEET TO THE POINT OF BEGINNING.

PARCEL 30:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N ½) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144 AT PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN WESTERLY, PARALLEL WITH AND 142 FEET SOUTH FROM SAID NORTH LINE FOR 1205.5 FEET TO A POINT ON THE EASTERLY LINE OF A ROADWAY 50 FEET WIDE; THENCE RUN SOUTHERLY ALONG SAID EAST LINE, PARALLEL WITH THE EAST LINE OF SAID LOT 2 FOR 365 FEET TO AN INTERSECTION WITH THE NORTH LINE OF A ROADWAY 50 FEET WIDE, THENCE RUN EASTERLY ALONG SAID NORTH LINE, PARALLEL WITH THE NORTH LINE OF SAID LOT 2 FOR 100.0 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, CONTINUE EASTERLY ALONG SAID NORTH LINE OF SAID ROADWAY, PARALLEL WITH SAID NORTH LINE FOR 100.0 FEET; THENCE RUN NORTHERLY PARALLEL WITH SAID EAST LINE OF SAID LOT 2 FOR 105.0 FEET; THENCE RUN WESTERLY, PARALLEL WITH SAID NORTH LINE FOR 100 FEET; THENCE RUN SOUTHERLY, PARALLEL WITH SAID EAST LINE FOR 105.0 FEET TO THE POINT OF BEGINNING.

PARCEL 31:

A LOT OR PARCEL OF LAND LYING IN LEE COUNTY, FLORIDA, IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144 AT PAGE 360 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUING SOUTH ALONG SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 150 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144 AT PAGE 360 FOR 1005.50 FEET; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 110 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY DESCRIBED. FROM SAID POINT OF BEGINNING CONTINUE SOUTH ON THE SAME COURSE PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.0 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.0 FEET; THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL 32:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 365 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG SAID NORTH LINE OF A DRIVEWAY 50 FEET WIDE AND PARALLEL WITH AND 507 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 365 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, PAGE 360, FOR 805.50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 105 FEET, THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 300.00 FEET, THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.0 FEET, THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 ALONG THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE FOR 300.00 FEET TO THE POINT OF BEGINNING.

PARCEL 33:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 365.00 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG SAID NORTH LINE OF A DRIVEWAY 50 FEET WIDE AND PARALLEL WITH AND 507 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 365 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, PAGE 360, FOR 505.50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 105 FEET, THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100.00 FEET, THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.0 FEET, THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 ALONG THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE FOR 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 34:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144 AT PAGE 360 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 365 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG SAID NORTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 507 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 365 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144 AT PAGE 360 FOR 405.50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100.00 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.0 FEET; THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 ALONG THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE FOR 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 35:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF OF GOVERNMENT LOT 2 OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 365 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG SAID NORTH LINE OF A DRIVEWAY 50 FEET WIDE AND PARALLEL WITH AND 507 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 365 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, PAGE 360, FOR 305.50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 105 FEET, THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100.00 FEET, THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.0 FEET, THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 ALONG THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE FOR 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 36:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, AT PAGE 360, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 365 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG SAID NORTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 507 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 365 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, AT PAGE 360, FOR 205.50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.0 FEET; THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 ALONG THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE FOR 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 37:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142.0 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, AT PAGE 360, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 365.00 FEET TO THE NORTH LINE OF A DRIVEWAY 50 FEET WIDE AND THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED: THENCE RUN WEST ALONG SAID NORTH LINE OF A DRIVEWAY EASEMENT 50 FEET WIDE, PARALLEL WITH AND 507.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 365.00 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, AT PAGE 360, FOR 105.50 FEET; THENCE RUN NORTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 105.00 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 105.50 FEET TO THE EASTERLY LINE OF SAID SECTION 7 AND ALSO THE EASTERLY LINE OF A 30 FOOT WIDE ROAD; THENCE RUN SOUTHERLY ALONG SAID EASTERLY LINE OF SAID SECTION 7 AND THE

EASTERLY RIGHT OF WAY OF SAID ROADWAY 30 FEET WIDE FOR 105.00 FEET TO THE POINT OF BEGINNING.

PARCEL 42:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7 TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144 AT PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 415.00 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 557.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 415 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144 AT PAGE 360, FOR 405.50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 105.50 FEET TO THE SOUTHERLY LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 2; THENCE RUN EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 2 FOR 100.00 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.50 FEET TO THE SOUTH LINE OF SAID 50 FEET DRIVEWAY; THENCE RUN WEST ALONG SAID SOUTH LINE OF SAID 50 FOOT DRIVEWAY FOR 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 43:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7 TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144 AT PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 415.00 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 557.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 415 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144 AT PAGE 360, FOR 305.50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 105.50 FEET TO THE SOUTHERLY LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 2; THENCE RUN EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 2 FOR 100.00 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.50 FEET TO THE SOUTH LINE OF SAID 50 FEET DRIVEWAY; THENCE RUN WEST ALONG SAID SOUTH LINE OF SAID 50 FOOT DRIVEWAY FOR 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 44:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142.0 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 415.0 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE AND THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 557.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 415.0 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, PAGE 360, FOR 205.50 FEET TO THE

POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 105.50 FEET TO THE SOUTHERLY LINE OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2; THENCE RUN EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2 FOR 100.00 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF SAID SECTION 7 FOR 105.50 FEET TO THE SOUTH LINE OF SAID 50 FOOT DRIVEWAY EASEMENT; THENCE RUN WEST ALONG SOUTH LINE OF SAID 50 FOOT DRIVEWAY EASEMENT FOR 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 45:

A LOT OR PARCEL OF LAND LYING IN THE NORTH HALF (N $\frac{1}{2}$) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142.0 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 415.0 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE AND THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 557.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 415.0 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, PAGE 360, FOR 105.50 FEET; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2 FOR 105.50 FEET TO THE SOUTHERLY LINE OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2; THENCE RUN EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2 FOR 105.50 FEET TO THE EASTERLY LINE OF SAID SECTION 7 AND ALSO THE EASTERLY LINE OF A 30 FEET WIDE ROAD; THENCE RUN NORTHERLY ALONG SAID EASTERLY LINE OF SAID SECTION 7 AND THE EASTERLY RIGHT OF WAY OF SAID ROADWAY 30 FEET WIDE FOR 105.50 FEET TO THE POINT OF BEGINNING.

PARCEL 50:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, AND BEING A PART OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE RUN NORTH 0 DEGREES 01 MINUTES 41 SECONDS EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 AND THE EAST LINE OF SAID SECTION 7, 660.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN DOCUMENT RECORDED IN O.R. BOOK 1342, PAGE 1944, AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 19 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF LANDS DESCRIBED IN SAID DOCUMENT RECORDED IN O.R. BOOK 1342, PAGE 1944, 480.19 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 19 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF SAID O.R. BOOK 1342, PAGE 1944, 112.54 FEET; THENCE RUN SOUTH 0 DEGREES 01 MINUTE 41 SECONDS WEST, 195.90 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED LANDS AS DESCRIBED IN O.R. BOOK 1342, PAGE 1944, THENCE RUN SOUTH 89 DEGREES 19 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE, 112.54 FEET; THENCE RUN NORTH 0 DEGREES 01 MINUTE 41 SECONDS EAST, 195.90 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2 AND BEING A PART OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0 DEGREES 01 MINUTE 41 SECONDS EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 AND THE EAST LINE OF SAID SECTION 7, 660.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN DOCUMENT RECORDED IN O.R. BOOK 1342, PAGE 1944, AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 19 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF LANDS DESCRIBED IN SAID DOCUMENT RECORDED IN O.R. BOOK 1342, PAGE 1944, 592.73 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 19 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF SAID O.R. BOOK 1342, PAGE 1944, 112.54 FEET; THENCE RUN SOUTH 0 DEGREES 01 MINUTE 41 SECONDS WEST, 195.90 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED LANDS AS DESCRIBED IN O.R. BOOK 1342, PAGE 1944, THENCE RUN SOUTH 89 DEGREES 19 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE, 112.54 FEET; THENCE RUN NORTH 0 DEGREES 01 MINUTE 41 SECONDS EAST, 195.90 FEET TO THE POINT OF BEGINNING.

AND

ALL THAT CERTAIN STRIP OF LAND BOUNDED ON THE NORTH BY THE SOUTHERLY BOUNDARY OF PARCEL 2 DESCRIBED IN INSTRUMENT NO. 2014000043555 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BOUNDED ON THE SOUTH BY THE NORTHERLY BOUNDARY OF THE RIGHT OF WAY (FOR COCONUT ROAD) DESCRIBED IN O.R. BOOK 3216, PAGE 2552 OF SAID PUBLIC RECORDS, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF PARCEL 2 DESCRIBED IN INSTRUMENT NO. 2014000043555 OF SAID PUBLIC RECORDS, AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST BOUNDARY LINE OF PARCEL 2 DESCRIBED IN INSTRUMENT NO. 2014000043555 OF SAID PUBLIC RECORDS.

PARCEL 51:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2 AND BEING A PART OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE RUN NORTH 0 DEGREES 01 MINUTES 41 SECONDS EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 AND THE EAST LINE OF SAID SECTION 7, 660.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN DOCUMENT RECORDED IN O.R. BOOK 1342, PAGE 1944, AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED, THENCE RUN NORTH 89 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTH LINE OF LANDS DESCRIBED IN SAID DOCUMENT RECORDED IN O.R. BOOK 1342, PAGE 1944, 480.19 FEET, THENCE RUN SOUTH 0 DEGREES 01 MINUTE 41 SECONDS WEST, PARALLEL TO THE EAST LINE OF THE AFOREMENTIONED GOVERNMENT LOT 2 AND SECTION 7, 195.90 FEET TO A POINT ON THE SOUTH LINE OF THE LAND DESCRIBED IN DOCUMENT RECORDED IN O.R. BOOK 1342, PAGE 1944, THENCE RUN SOUTH 89 DEGREES 19 MINUTES 07 SECONDS EAST, ALONG SAID SOUTH LINE, 480.19 FEET TO A POINT ON SAID EAST LINE OF SAID GOVERNMENT LOT 2 AND THE EAST LINE OF SAID SECTION 7, SAID POINT BEING THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN DOCUMENT RECORDED IN O.R. BOOK 1342, PAGE 1944, THENCE RUN NORTH 0 DEGREES 01 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF LANDS DESCRIBED IN SAID DOCUMENT RECORDED IN O.R. BOOK 1342, PAGE 1944 AND ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2, 195.90 FEET TO THE POINT OF BEGINNING.

AND

ALL THAT CERTAIN STRIP OF LAND BOUNDED ON THE NORTH BY THE SOUTHERLY BOUNDARY OF THE LANDS DESCRIBED IN INSTRUMENT NO. 2014000129255 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BOUNDED ON THE SOUTH BY THE NORTHERLY BOUNDARY OF THE RIGHT OF WAY (FOR COCONUT ROAD) DESCRIBED IN O.R. BOOK 3216, PAGE 2552 OF SAID PUBLIC RECORDS,

BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF THE LANDS DESCRIBED IN INSTRUMENT NO. 2014000129225 OF SAID PUBLIC RECORDS, AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST BOUNDARY LINE OF THE LANDS DESCRIBED IN INSTRUMENT NO. 2014000129225 OF SAID PUBLIC RECORDS.

PARCEL 52:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2 AND BEING A PART OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2, RUN SOUTH 89 DEG.06'47" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2 FOR 25.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF A ROADWAY (50 FEET WIDE) RECORDED IN COUNTY COMMISSIONERS BOOK 6, AT PAGE 288, LEE COUNTY RECORDS; THENCE RUN SOUTH 01 DEG.34'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 241.86 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DRAINE STREET (50 FEET WIDE) AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 01 DEG.34'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 50.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SAID DRAINE STREET; THENCE RUN SOUTH 89 DEG.06'47" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 1,080.50 FEET; THENCE RUN NORTH 01 DEG.34'27" WEST, PARALLEL WITH SAID EAST LINE OF SAID GOVERNMENT LOT 2, FOR 50.00 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DRAINE STREET; THENCE RUN NORTH 89 DEG.06'47" EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR 1,080.50 FEET TO THE POINT OF BEGINNING.

PARCEL 53:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2 AND BEING A PART OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2, RUN SOUTH 89 DEG.06'47" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2 FOR 25.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF A ROADWAY (50 FEET WIDE) RECORDED IN COUNTY COMMISSIONERS BOOK 6, AT PAGE 288, LEE COUNTY RECORDS; THENCE RUN SOUTH 01 DEG.34'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 508.86 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF MAMIE STREET (50 FEET WIDE) AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 01 DEG.34'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 50.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SAID MAMIE STREET; THENCE RUN SOUTH 89 DEG.06'47" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 680.50 FEET; THENCE RUN NORTH 01 DEG.34'27" WEST, PARALLEL WITH SAID EAST LINE OF SAID GOVERNMENT LOT 2, FOR 50.00 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF MAMIE STREET; THENCE RUN NORTH 89 DEG.06'47" EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR 680.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-2"

(DONAVAN PROPERTY)

The land referred to herein below is situated in the County of Lee, State of Florida, and is described as follows:

PARCEL 47:

THAT PART OF THE SOUTH HALF OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN 660 FEET NORTH 3°58' WEST AND 957 FEET SOUTH 87°15' WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE SOUTH 87°15' WEST 247.5 FEET; THENCE SOUTH 11°8' EAST 199.5 FEET; THENCE NORTH 87°15' EAST 247.5 FEET; THENCE NORTH 11°8' WEST 199.5 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-3"

(ESTERO BAY MARINE PROPERTY)

The land referred to herein below is situated in the County of Lee, State of Florida, and is described as follows:

PARCELS 1, 3 AND 29:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2 GO SOUTH ALONG THE EASTERLY LINE OF GOVERNMENT LOT 2 FOR 557 FEET; THENCE WEST ALONG A LINE PARALLEL WITH AND 557 FEET SOUTH OF THE NORTHERLY LINE OF GOVERNMENT LOT 2 AND BEING THE SOUTH LINE OF WHAT IS COMMONLY KNOWN AS MAMIE STREET FOR 25 FEET TO THE POINT OF BEGINNING. THENCE WEST ALONG A LINE PARALLEL WITH AND 557 FEET SOUTH OF THE NORTHERLY LINE OF GOVERNMENT LOT 2 AND BEING THE SOUTH LINE OF WHAT IS COMMONLY KNOWN AS MAMIE STREET FOR 1180.5 FEET TO THE EAST LINE OF A 50 FOOT ROADWAY (COMMONLY KNOWN AS WEEKS FISH CAMP ROAD) AS DESCRIBED IN OFFICIAL RECORDS BOOK 1284, PAGE 2000 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EASTERLY LINE OF SAID ROADWAY FOR 105.5 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF OF GOVERNMENT LOT 2; THENCE CONTINUE WEST ON THE SOUTH LINE OF THE NORTH ONE-HALF OF GOVERNMENT LOT 2 TO THE WEST LINE OF GOVERNMENT LOT 2; THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF GOVERNMENT LOT 2 TO THE NORTH LINE OF GOVERNMENT LOT 2; THENCE EAST ALONG THE NORTH LINE OF GOVERNMENT LOT 2 TO A POINT 1279 FEET WEST OF THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 142 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2 FOR 73.5 FEET; THENCE SOUTH 100 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2 FOR 1180.5 FEET; THENCE SOUTH FOR 50 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2 AND BEING THE SOUTH LINE OF WHAT IS COMMONLY KNOWN AS DRAINE STREET FOR 1180.5 FEET TO THE EASTERN LINE OF WEEKS FISH CAMP ROAD; THENCE SOUTH 110 FEET; THENCE EAST 100 FEET; THENCE SOUTH 105 FEET TO THE NORTH LINE OF WHAT IS COMMONLY KNOWN AS MAMIE STREET; THENCE EAST 1080.5 FEET; THENCE SOUTH FOR 50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING THEREFROM AS CONVEYED BY DEED RECORDED IN INSTRUMENT NO. 2013000153149:

A TRACT OR PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2, RUN SOUTH 89 DEG.06'47" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2 FOR 25.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF A ROADWAY (50 FEET WIDE) RECORDED IN COUNTY COMMISSIONERS BOOK 6, AT PAGE 288, LEE COUNTY RECORDS; THENCE RUN SOUTH 01 DEG.34'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 508.86 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF MAMIE STREET (50 FEET WIDE) AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 01 DEG.34'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 50.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SAID MAMIE STREET; THENCE RUN SOUTH 89 DEG.06'47" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 680.50 FEET; THENCE RUN NORTH 01 DEG.34'27" WEST, PARALLEL WITH SAID EAST LINE OF SAID GOVERNMENT LOT 2, FOR 50.00 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF MAMIE STREET; THENCE RUN NORTH 89 DEG.06'47" EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR 680.50 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OR PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2, RUN SOUTH 89 DEG.06'47" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2 FOR 25.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF A ROADWAY (50 FEET WIDE) RECORDED IN COUNTY COMMISSIONERS BOOK 6, AT PAGE 288, LEE COUNTY RECORDS; THENCE RUN SOUTH 01 DEG.34'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 241.86 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DRAINE STREET (50 FEET WIDE) AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 01 DEG.34'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 50.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF SAID DRAINE STREET; THENCE RUN SOUTH 89 DEG.06'47" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 1,080.50 FEET; THENCE RUN NORTH 01 DEG.34'27" WEST, PARALLEL WITH SAID EAST LINE OF SAID GOVERNMENT LOT 2, FOR 50.00 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DRAINE STREET; THENCE RUN NORTH 89 DEG.06'47" EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR 1,080.50 FEET TO THE POINT OF BEGINNING.

PARCEL 17:

A LOT OR PARCEL OF LAND LYING IN LEE COUNTY, FLORIDA, IN THE NORTH HALF (N 1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2, RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUING SOUTH ALONG SAID EAST LINE FOR 150 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE; THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 150 FEET SOUTH OF SAID LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 1,105.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY DESCRIBED. FROM SAID POINT OF BEGINNING, CONTINUE WEST ON THE SAME COURSE PARALLEL WITH SAID NORTH LINE OF LOT 2 ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 110 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 100 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF SAID LOT 2 FOR 110 FEET TO THE POINT OF BEGINNING.

PARCEL 19:

A LOT OR PARCEL OF LAND LYING IN THE NORTH ½ OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE OF SAID LOT 2 FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, AT PAGE 360 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 150 FEET; THENCE RUN WEST PARALLEL WITH AND 292 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 FOR 905.50 FEET TO THE POINT OF BEGINNING OF THE LANDS HERE BY CONVEYED. FROM SAID OF BEGINNING CONTINUE WEST ALONG SAID PARALLEL LINE FOR 100 FEET; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF LOT 2 FOR 110 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF LOT 2 FOR 100 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE FOR 110 FEET TO THE POINT OF BEGINNING.

PARCEL 38:

A LOT OR PARCEL OF LAND LYING IN THE NORTH ½ OF GOVERNMENT LOT 2 IN THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, BEAR SOUTH ALONG THE EAST LINE OF SAID NORTHEAST ¼ A DISTANCE OF 1857.00 FEET TO A POINT; THENCE NORTH 89° 19' 30" WEST A DISTANCE OF 905.50 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREINAFTER TO BE DESCRIBED; THENCE SOUTH A DISTANCE OF 130.50 FEET; THENCE NORTH 89° 19' 30" WEST A DISTANCE OF 300.00 FEET; THENCE NORTH A DISTANCE OF 130.50 FEET; THENCE SOUTH 89° 19' 30" EAST FOR 300.00 TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE NORTH 25 FEET THEREOF FOR ROADWAY PURPOSES.

PARCEL 39:

A LOT OR PARCEL OF LAND LYING IN THE NORTH ½ OF GOVERNMENT LOT 2 IN THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, BEAR SOUTH ALONG THE EAST LINE OF SAID NORTHEAST ¼ A DISTANCE OF 1857.00 FEET TO A POINT; THENCE NORTH 89° 19' 30" WEST A DISTANCE OF 705.50 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREINAFTER TO BE DESCRIBED; THENCE SOUTH A DISTANCE OF 130.50 FEET; THENCE NORTH 89° 19' 30" WEST A DISTANCE OF 200.00 FEET; THENCE NORTH A DISTANCE OF 130.50 FEET; THENCE SOUTH 89° 19' 30" EAST FOR 200.00 TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE NORTH 25 FEET THEREOF FOR ROADWAY PURPOSES.

PARCEL 40:

A LOT OR PARCEL OF LAND LYING IN THE NORTH ½ OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LAND CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 415 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE, THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 557 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 FOR 705.5 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2, FOR 105.5 FEET; THENCE RUN EAST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2, FOR 200 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.5 FEET; THENCE RUN WEST PARALLEL WITH SAID NORTH LINE OF SAID LOT 2 FOR 200 FEET TO THE POINT OF BEGINNING.

PARCEL 41:

A LOT OR PARCEL OF LAND LYING IN THE NORTH ½ OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 2 RUN SOUTH ALONG THE EAST LINE THEREOF FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LAND CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE SOUTH ALONG SAID EAST LINE FOR 415 FEET TO THE SOUTH LINE OF A DRIVEWAY 50 FEET WIDE,

THENCE RUN WEST ALONG SAID SOUTH LINE OF A DRIVEWAY 50 FEET WIDE PARALLEL WITH AND 557 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND PARALLEL WITH AND 415.00 FEET SOUTH OF SAID LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 FOR 505.50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN SOUTH PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 2; FOR 105.50 FEET TO THE SOUTHERLY LINE OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2; THENCE RUN EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2 FOR 100.00 FEET; THENCE RUN NORTH PARALLEL WITH SAID EAST LINE OF GOVERNMENT LOT 2 FOR 105.50 FEET TO THE SOUTH LINE OF SAID 50 FOOT DRIVEWAY; THENCE RUN WEST ALONG SAID SOUTH LINE OF SAID 50 FOOT DRIVEWAY FOR 100.00 FEET TO THE POINT OF BEGINNING.

PARCELS 48 AND 49:

COMMENCING AT AN IRON PIN AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA; THENCE NORTH $0^{\circ}01'41''$ EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 AND THE EAST LINE OF SAID SECTION 7, 660 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1342, PAGE 1944 AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH $89^{\circ}19'07''$ WEST ALONG THE NORTH LINE OF LANDS DESCRIBED IN O.R. BOOK 1342, PAGE 1944, 817.81 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE CONTINUE NORTH $89^{\circ}19'07''$ WEST ALONG THE NORTH LINE OF SAID O.R. BOOK 1342, PAGE 1944, 139.19 FEET TO THE NORTHWEST CORNER OF LAND DESCRIBED IN O.R. BOOK 1342, PAGE 1944; THENCE RUN SOUTH $7^{\circ}42'07''$ EAST ALONG THE WEST LINE OF LAND DESCRIBED IN O.R. BOOK 1342, PAGE 1944, 198.00 FEET TO THE SOUTHWEST CORNER OF LAND DESCRIBED IN O.R. BOOK 1342, PAGE 1944, THENCE SOUTH $89^{\circ}19'07''$ EAST ALONG THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 1342, PAGE 1944, 112.56 FEET; THENCE RUN NORTH $0^{\circ}01'41''$ EAST 195.90 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT AN IRON PIN AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA; THENCE NORTH $0^{\circ}01'41''$ EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 AND THE EAST LINE OF SAID SECTION 7, 660 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED ON OFFICIAL RECORDS BOOK 1342, PAGE 1944 AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN NORTH $89^{\circ}19'07''$ WEST ALONG THE NORTH LINE OF LANDS DESCRIBED IN O.R. BOOK 1342, PAGE 1944, 705.27 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE CONTINUE NORTH $89^{\circ}19'07''$ WEST ALONG THE NORTH LINE SAID O.R. BOOK 1342, PAGE 1944, 112.54 FEET; THENCE RUN SOUTH $0^{\circ}01'41''$ WEST 195.90 TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 1342, PAGE 1944; THENCE RUN SOUTH $89^{\circ}19'07''$ EAST ALONG THE SOUTH LINE 112.54 FEET; THENCE NORTH $0^{\circ}01'41''$ EAST 195.90 FEET TO THE POINT OF BEGINNING.

AND

ALL THAT CERTAIN STRIP OF LAND BOUNDED ON THE NORTH BY THE SOUTHERLY BOUNDARY OF THE PARCELS DESCRIBED IN OR BOOK 1916, AT PAGE 4030 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BOUNDED ON THE SOUTH BY THE NORTHERLY BOUNDARY OF THE RIGHT OF WAY (FOR COCOUNT ROAD) DESCRIBED IN OR BOOK 3216, AT PAGE 2552 OF SAID PUBLIC RECORDS, BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF THE WESTERNMOST PARCEL DESCRIBED IN OR BOOK 1916, AT PAGE 4030 OF SAID PUBLIC RECORDS, AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST BOUNDARY LINE OF THE EASTERNMOST PARCEL DESCRIBED IN OR BOOK 1916 AT PAGE 4030 OF SAID PUBLIC RECORDS.

PARCEL 54:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF WHAT IS COMMONLY KNOWN AS MAMIE STREET, AND FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2 GO SOUTH ALONG THE EASTERLY LINE OF GOVERNMENT LOT 2 FOR 557 FEET FOR A POINT OF BEGINNING, THENCE WEST ALONG A LINE PARALLEL WITH AND 557 FEET SOUTH OF THE NORTHERLY LINE OF GOVERNMENT LOT 2 FOR 25 FEET, THENCE NORTH 50 FEET, THENCE EAST 25 FEET TO THE EASTERLY LINE OF GOVERNMENT LOT 2, THENCE SOUTH 50 FEET ALONG THE EASTERLY LINE OF GOVERNMENT LOT 2 TO THE POINT OF BEGINNING.

PARCEL 55:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF WHAT IS COMMONLY KNOWN AS DRAINE STREET, AND FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2 GO SOUTH ALONG THE EASTERLY LINE OF GOVERNMENT LOT 2 FOR 142 FEET TO THE SOUTHEAST CORNER OF THE LANDS CONVEYED BY DEED RECORDED IN DEED BOOK 144, PAGE 360 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE CONTINUE SOUTH ALONG SAID EAST LINE OF GOVERNMENT LOT 2 FOR 100 FEET TO THE NORTH LINE OF A DRIVEWAY EASEMENT 50 FEET WIDE FOR A POINT OF BEGINNING, THENCE CONTINUE SOUTH ALONG THE EASTERLY LINE OF GOVERNMENT LOT 2 FOR 50 FEET, THENCE WEST FOR 25 FEET, THENCE NORTH FOR 50 FEET TO THE NORTHERLY LINE OF SAID DRIVEWAY EASEMENT, THENCE EAST FOR 25 FEET TO THE EASTERLY LINE OF GOVERNMENT LOT 2 AND THE POINT OF BEGINNING.

EXHIBIT "B"

1. Applicable zoning ordinances, regulations and governmental requirements;
2. Real estate taxes and assessments for the year 2018 and subsequent years, not yet due and payable.
3. Reservations contained in the deed from Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 144, Page 302 and in Deed Book 144, Page 360, together with an undivided three-fourths interest in and to all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum, without right of entry, pursuant to F.S. 270.11.
4. Reservation of an undivided three-fourths interest in and to all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum, in favor of Lee County by County Deed recorded in Deed Book 168, Page 168, without right of entry, pursuant to F.S. 270.11.
5. Reservation of Oil, Mineral, Treasure and Gas rights contained in O.R. Book 511, Page 304, without right of entry.
6. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 1539, Page 1831.
7. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 1539, Page 1833.
8. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 1539, Page 1836.
9. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 1694, Page 4197.
10. Relocation Agreement and Grant of Easement as set forth in instrument recorded in O.R. Book 3030, Page 2800 as amended in O.R. Book 3352, Page 2778.
11. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 3038, Page 1419.
12. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 3038, Page 1421.
13. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 3038, Page 1422.
14. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 3038, Page 1424.
15. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 3038, Page 1425.

16. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 3038, Page 1427.
17. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 3038, Page 1428.
18. Assignment of Development Rights, Permits, Contracts, Warranties, Leases, Licenses, and Other Approvals as set forth in instrument recorded in Instrument No. 2009000243857 and Instrument No. 2009000243860.
19. Assignment and Assumption Agreement as set forth in instrument recorded in Instrument No. 2017000023867.
20. Assignment of Development Rights as set forth in instrument recorded in Instrument No. 2017000036721.
21. Title to any part of the Land lying below the Mean High Water Line of the abutting body of water.
22. Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
23. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the date of conveyance, or was at any time previously, under water (submerged).
24. Conservation Easement Conservation Easement in favor the Florida Department of Environmental Protection recorded in Instrument #2018000063543.

All of the public records of Lee County, Florida.

EXHIBIT 10

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner, **LB Raptor Investments, LLC**, with regard to any and all matters pertaining to the Petition to the Board of County Commissioners of Lee County, Florida, to Establish the Saltleaf Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Witnessed:

Print Name: Anna Murphy

Print Name: Carrie J. Lynn

LB RAPTOR INVESTMENTS, LLC
PETITIONER

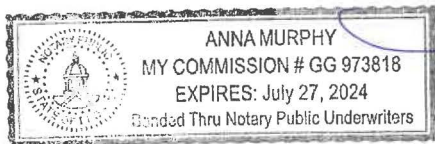
By: LB Bonita Springs Investments – Raptor,
LLC

Its: Manager

Stephen G. Wilson
Stephen G. Wilson, Manager

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of March, 2023, by Stephen G. Wilson, as Manager of LB Bonita Springs Investments – Raptor, LLC, as Manager of LB Raptor Investments, LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



Anna Murphy
Notary Public, State of Florida

CITY OF BONITA SPRINGS

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS
CONSENTING TO THE CREATION OF THE SALTLEAF
COMMUNITY DEVELOPMENT DISTRICT WITHIN A
PORTION OF THE CITY LIMITS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, LB Raptor Bay Investments, LLC, ("Petitioner") is the fee simple owner of the real property located at the northwest corner of Coconut Road and Coconut Point Resort Drive and further described in Exhibit "1" and "2" to the Petition to Establish the Saltleaf Community Development District ("Petition") attached hereto; and

WHEREAS, the Petitioner is requesting the establishment of the Saltleaf Community Development District pursuant to the Uniform Community Development District Act of 1980 and for the purposes described in the Petition; and

WHEREAS, the Petitioner has filed its Petition with the Lee County Board of County Commissioners and has provided a copy of the Petition to the City of Bonita Springs in order to seek the City's approval as required under Section 190.005(2)(e), Florida Statutes; and

WHEREAS, the City Council finds that the proposed Saltleaf Community Development District is consistent with approved entitlements of the included parcels and will be a benefit to the taxpayers of the City in providing for the construction and maintenance of necessary and committed public infrastructure; and

WHEREAS, the City Council has found that the Petition is a public benefit and meets the requirements of Chapter 190, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

SECTION ONE. The above recitals are true and correct and are incorporated herein by this reference.

SECTION TWO. The City Council of the City of Bonita Springs pursuant to Section 190.002(3), Florida Statutes, hereby provides its notice and consent to the Lee County Board County Commissioners for the establishment of the Saltleaf Community Development District within the municipal boundaries of Bonita Springs.

SECTION THREE. This Resolution shall be effective immediately upon adoption and City Staff is directed to provide a copy of this Resolution to the Lee County Board of County Commissioners for their further processing of the Petition.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ____ day of May, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr
Purdon
Forbes
Fullick

Corrie
Bogacz
Steinmeyer

Date filed with City Clerk: _____

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-05-111
May 17, 2023

REQUESTED MOTION: Discussion regarding the City's proposed project for the Hazard Mitigation Grant Program (HMGP) for Hurricane Ian.

REQUESTOR: Arleen Hunter, City Manager; Elly Soto McKuen, Senior Project Manager

AGENDA: City Manager Items

STRATEGIC PRIORITY: #1 Stormwater Management and #4 Environmental Protection

BACKGROUND: In the early months of 2023 and following the effects from Hurricane Ian, staff presented to Council an overview of potential projects for the available Hazard Mitigation Grant Program (HMGP). Two of the projects identified and approved by Council were acquisition/demolition and elevation within several neighborhoods directly affected by the hurricane. Staff submitted these projects, which are included in the draft updated Lee County Mitigation Strategy plan.

Staff began the process of community outreach, and based on recent citizen feedback, there appears to be a greater interest for participation in the elevation projects as opposed to acquisition/demolition. The program does require separate and distinct funding allocations for elevation and acquisition/demolition.

Staff would like to discuss with Council amending the current projects to provide greater funding for elevation projects and decrease funding for acquisition/demolition. This would help address community interest while still maintaining the overall budget of the original project as well as the City's required 25% match. Should Council wish to amend the projects, staff will work with Lee County Emergency Management to adjust the City's request in the Local Mitigation Strategy draft plan.

STAFF RECOMMENDATION: Direct staff to amend the City's HMGP requests in the draft Lee County Local Mitigation Strategy plan.

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

REQUESTED MOTION: Presentation and review of the March Financial Report.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for March 31, 2023. This report is for six months of operations in the 2022-2023 fiscal year.

STAFF RECOMMENDATION: Receive presentation and acknowledge award.

ATTACHMENTS:

1. Presentation
2. Financial Report

REVIEWERS:

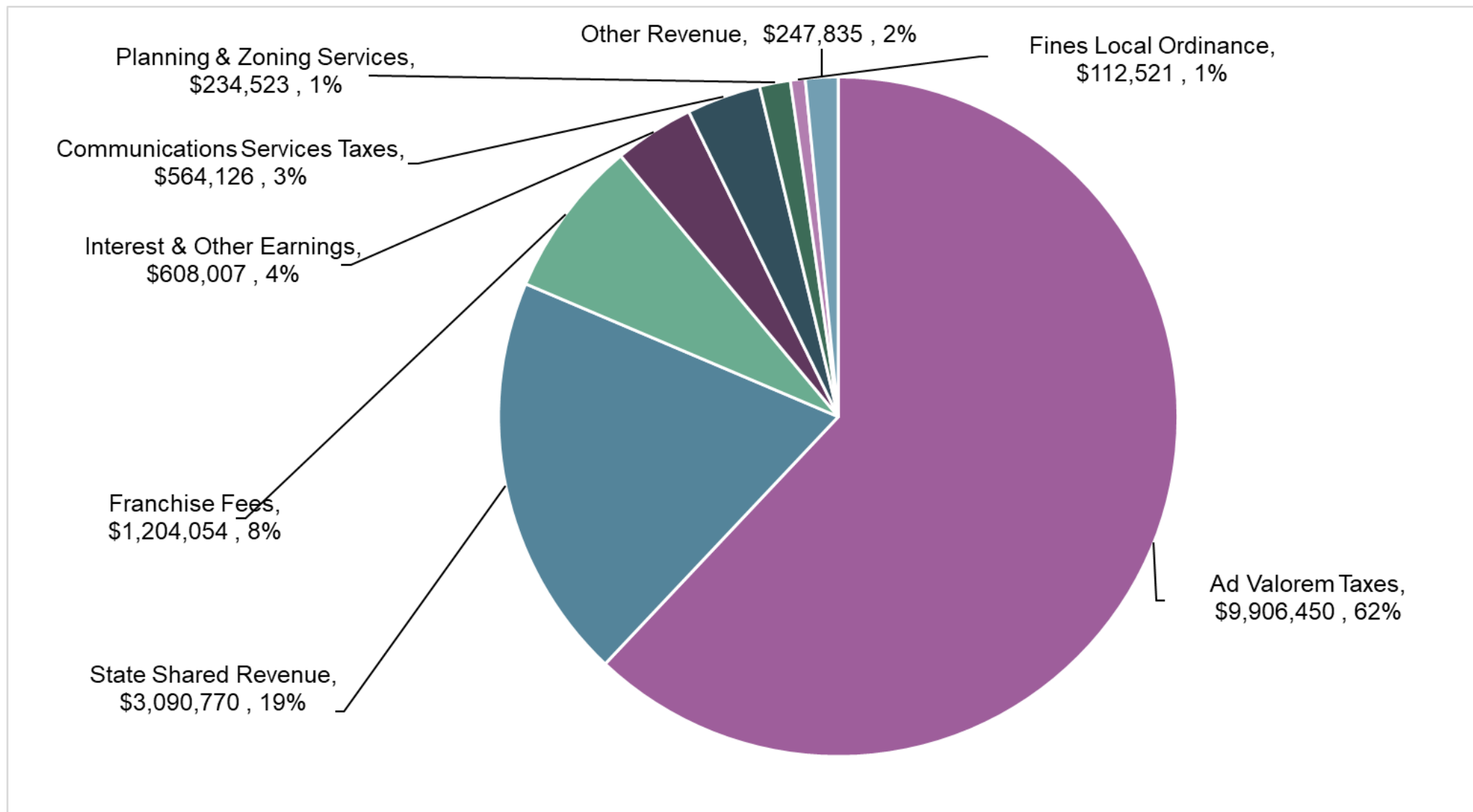
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

March Financial Report

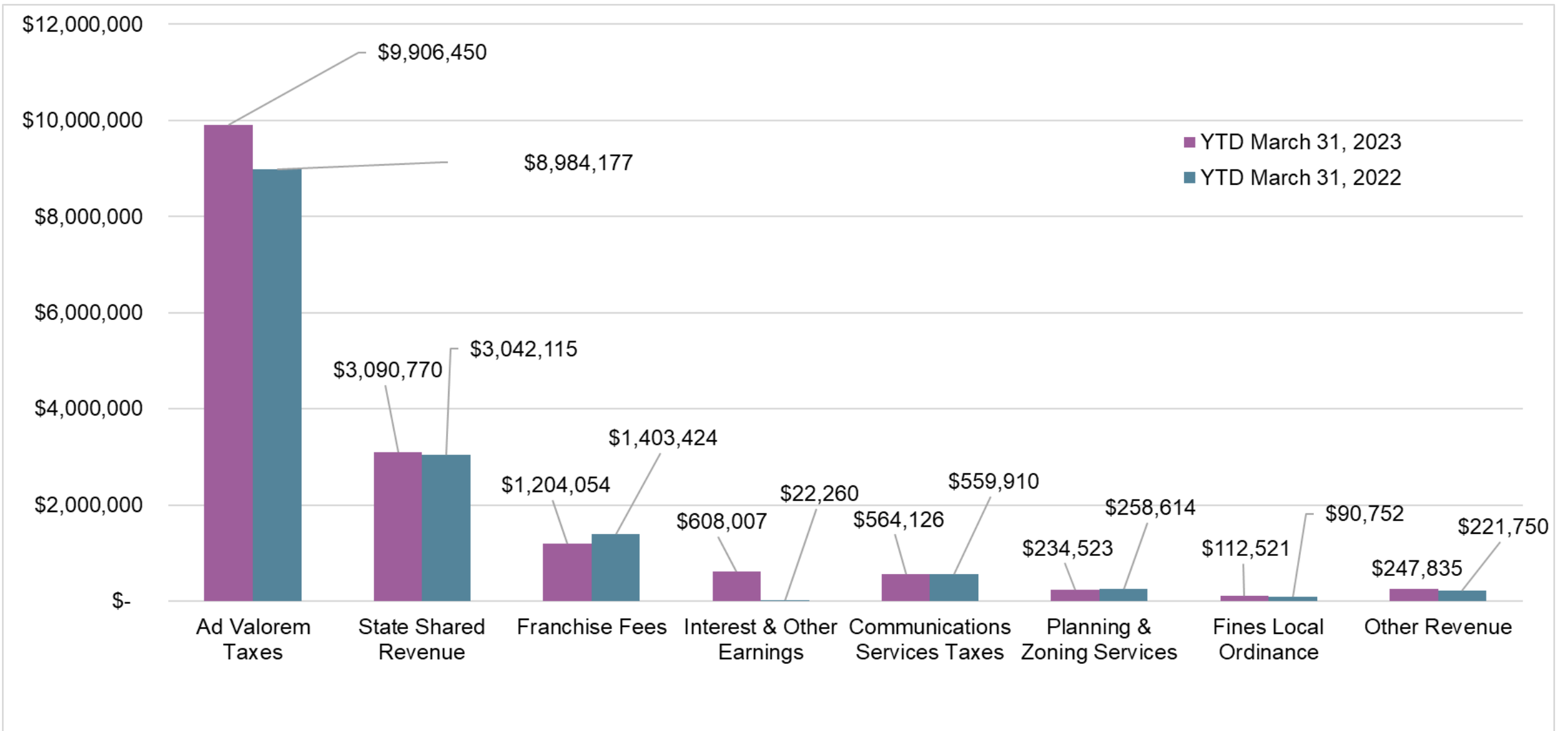


Small Town Charm.
Big Bright Future.

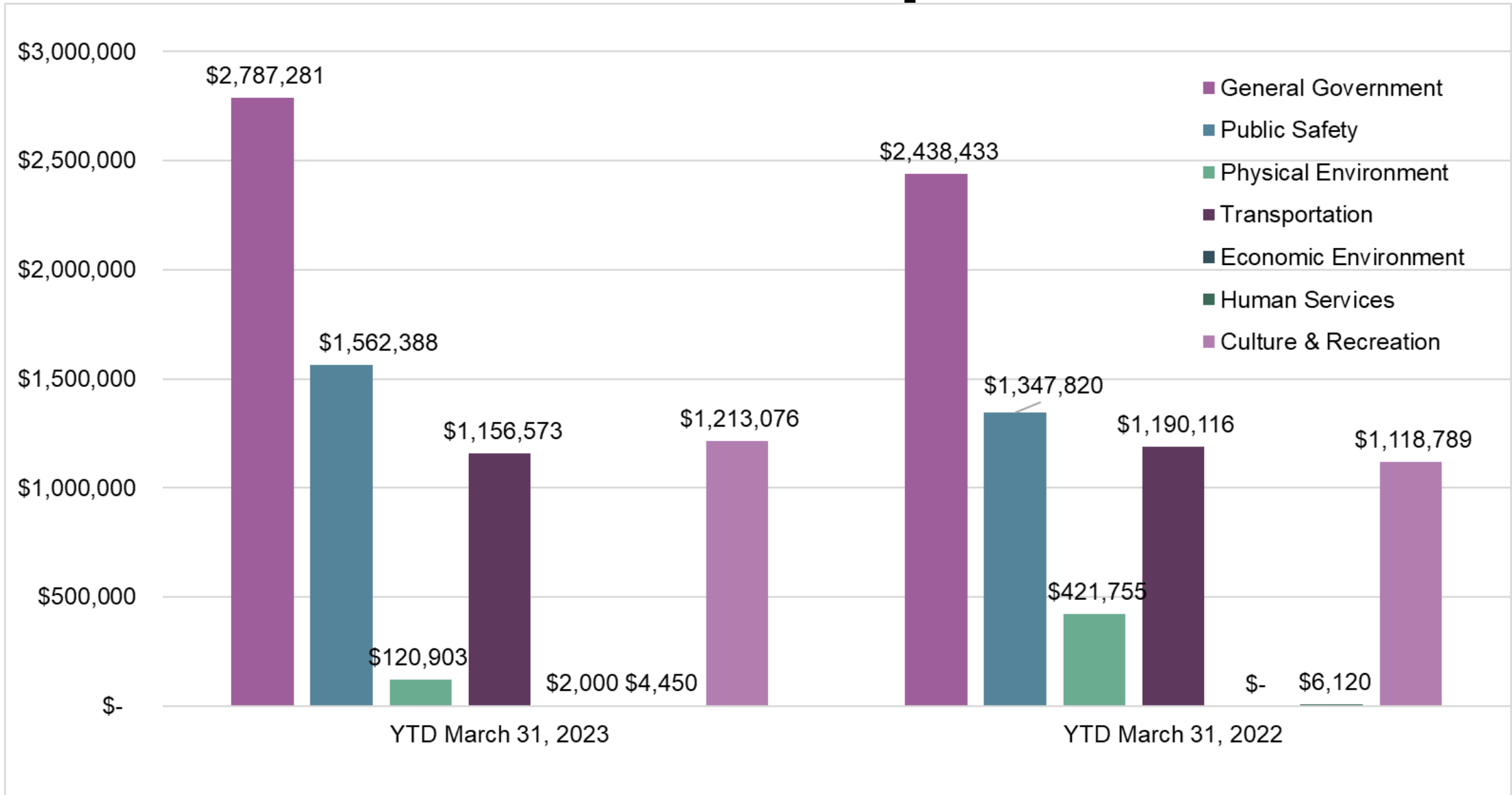
General Fund Revenue as of March 31, 2023



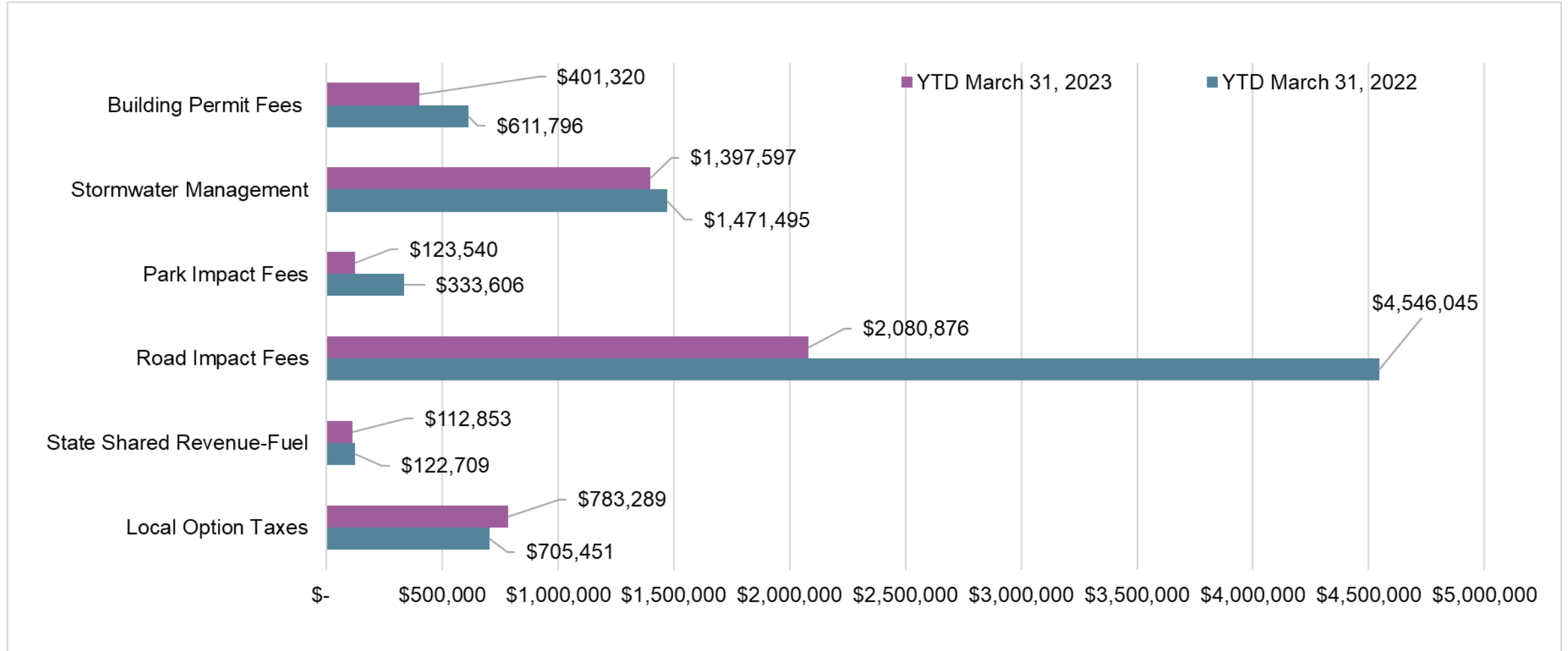
General Fund Revenue



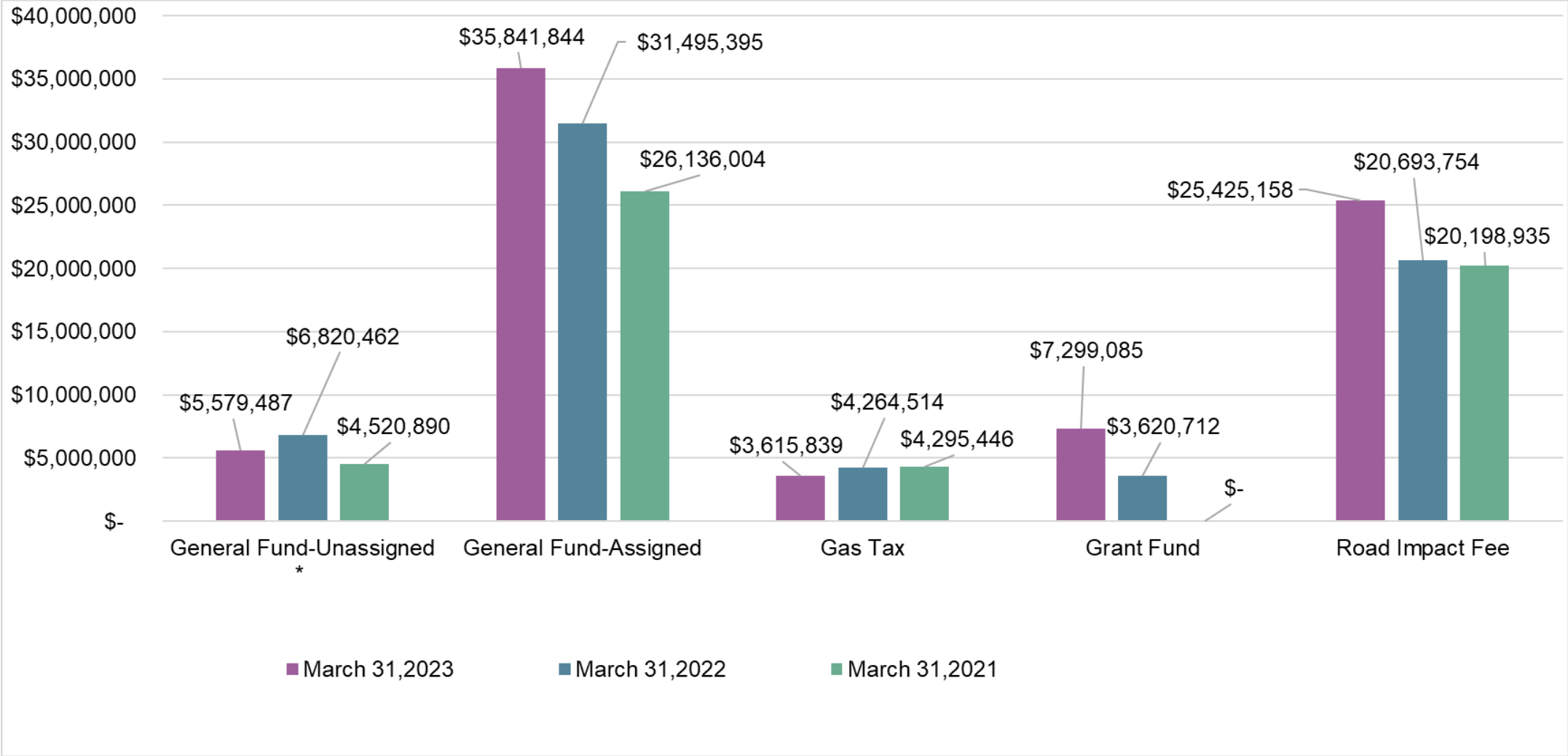
General Fund Expenditures



Restricted Revenue

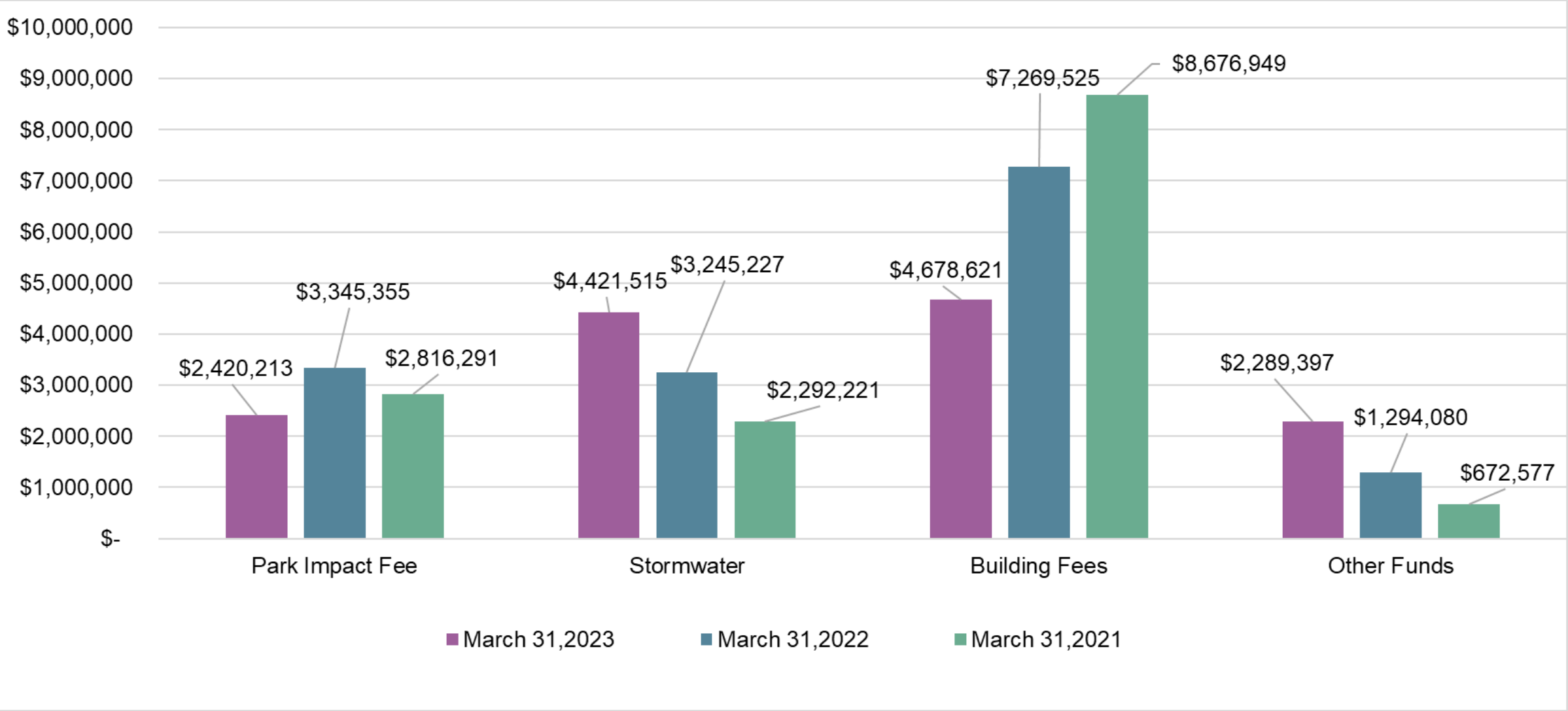


Cash Balances



* General fund unassigned fund balance will be calculated at the end of the fiscal year after all audit adjustments are completed.

Cash Balances



Update on Refund of Property Taxes

- Refund of property taxes on residential improvement, dwelling or house, rendered uninhabitable by Hurricane Ian or Nicole
- Excludes land and structures not essential to use as residential dwelling, such as, detached garage, swimming pool

Update on Refund of Property Taxes

- Applications were submitted to the Lee County Property Appraiser on or before April 1, 2023
- Lee County Tax Collector has begun to provide refunds to property owners

Refund Eligibility Details

- Loss of use has to be for 30 days or more
- Refunds available for Residential dwelling or house on homestead and non-homestead property
- Taxes need to be timely paid which become delinquent on April 1st or June 1st

Refund Timeline

- June 1, 2023, Lee County Property Appraiser notifies applicant and Tax Collector of eligibility
- Tax Collector calculates refund and issues refund checks
- September 1, 2023, Tax Collector notifies City of amount of refunds issued

City Refund Data

- As of May 5, 2023, City refunds total \$74,450
- Staff will continue to monitor and update as the refund process continues

**Thank
you**



City of Bonita Springs, Florida

Balance Sheet

as of March 31, 2023

		Special Revenue Funds											
	General Fund	Gas Tax	Grants	Impact Fee Funds		Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Project Fund	Total Governmental Funds		
				Road	Park								
ASSETS													
Cash and cash equivalents	\$ 41,421,331	\$ 3,615,839	\$ 7,299,085	\$ 25,425,158	\$ 2,420,213	\$ 4,421,515	\$ 4,678,621	\$ 2,289,397	\$ -		\$ 91,571,159		
Receivables (net)	424,834	-	-	-	-	-	-	-	-	-	424,834		
Due from other govt			302,329								302,329		
Due from other funds	4,809,989	-	-	-	-	-	-	-	-	-	4,809,989		
Total assets	\$ 46,656,154	\$ 3,615,839	\$ 7,601,414	\$ 25,425,158	\$ 2,420,213	\$ 4,421,515	\$ 4,678,621	\$ 2,289,397	\$ -	\$ -	\$ 97,108,311		
LIABILITIES AND FUND BALANCES													
Liabilities:													
Accounts and contracts payable	\$ 161,201	\$ 23,495	\$ -	\$ 45,965	\$ 21,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 251,661		
Accrued liabilities	1,190,394	-	-	-	-	-	-	-	-	-	1,190,394		
Due to other funds		-	4,809,989		-	-	-	-	-	-	4,809,989		
Due to other governments	28,117	-		272,054	-	-	-	-	-	-	300,171		
Unearned Revenue	766	-	7,299,085	-	-	-	-	-	-	-	7,299,851		
Total liabilities	1,380,478	23,495	12,109,074	318,019	21,000	-	-	-	-	-	13,852,066		
Total fund balances, beginning of the year	38,479,177	4,030,926	-	23,525,093	2,899,905	3,103,061	5,809,724	1,125,886	-	-	78,973,772		
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	6,796,499	(438,582)	(4,507,660)	1,582,046	(500,692)	1,318,454	(1,131,103)	1,163,511	-	-	4,282,473		
Fund balances	45,275,676	3,592,344	(4,507,660)	25,107,139	2,399,213	4,421,515	4,678,621	2,289,397	-	-	83,256,245		
Total liabilities and fund balances	\$ 46,656,154	\$ 3,615,839	\$ 7,601,414	\$ 25,425,158	\$ 2,420,213	\$ 4,421,515	\$ 4,678,621	\$ 2,289,397	\$ -	\$ -	\$ 97,108,311		



City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	10,614,900.00	10,614,900.00	258,423.18	9,906,450.16	708,449.84
315 - Communications Services Taxes	1,296,600.00	1,296,600.00	85,955.78	564,125.50	732,474.50
316 - Local Business Taxes	30,000.00	30,000.00	1,572.83	9,621.64	20,378.36
323 - Franchise Fees	3,605,000.00	3,605,000.00	294,211.19	1,204,054.05	2,400,945.95
329 - Other Permits, Fees & Special Assessment	42,100.00	42,100.00	4,200.00	21,535.00	20,565.00
335 - State Shared Revenue	6,559,632.00	6,559,632.00	646,167.80	3,090,769.58	3,468,862.42
341 - General Government	481,700.00	481,700.00	49,968.76	234,523.08	247,176.92
343 - Physical Environment	112,200.00	112,200.00	20,000.00	90,400.00	21,800.00
347 - Culture/Recreation	76,500.00	76,500.00	6,295.38	48,086.77	28,413.23
349 - Other Charges for Services	60,000.00	60,000.00	4,384.61	23,061.73	36,938.27
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	2,054.88	7,791.92	14,608.08
354 - Fines Local Ordinance	80,000.00	80,000.00	50,100.00	112,520.91	-32,520.91
361 - Interest & Other Earnings	60,000.00	60,000.00	134,022.27	608,007.15	-548,007.15
362 - Rents & Royalties	65,000.00	65,000.00	21,979.32	44,516.82	20,483.18
369 - Other Misc Revenues	12,000.00	12,000.00	25.00	2,821.23	9,178.77
Revenue Total:	23,118,032.00	23,118,032.00	1,579,361.00	15,968,285.54	7,149,746.46
Expense					
51 - General Government	7,181,643.00	7,293,861.00	515,991.59	2,787,280.68	4,506,580.32
52 - Public Safety	3,446,595.00	3,446,595.00	90,493.84	1,562,387.90	1,884,207.10
53 - Physical Environment	489,199.00	489,199.00	67,779.88	120,902.60	368,296.40
54 - Transportation	3,532,486.00	3,535,065.00	211,436.12	1,156,572.65	2,378,492.35
55 - Economic Environment	27,550.00	27,550.00	0.00	2,000.00	25,550.00
56 - Human Services	161,230.00	161,230.00	890.00	4,450.00	156,780.00
57 - Culture & Recreation	3,188,468.00	3,214,143.00	267,283.51	1,213,075.99	2,001,067.01
58 - Other Uses/Transfers Out	13,682,410.00	31,213,038.04	602,376.48	2,325,116.88	28,887,921.16
Expense Total:	31,709,581.00	49,380,681.04	1,756,251.42	9,171,786.70	40,208,894.34
Fund: 00 - General Fund Surplus (Deficit):	-8,591,549.00	-26,262,649.04	-176,890.42	6,796,498.84	-33,059,147.88
Total Surplus (Deficit):	-8,591,549.00	-26,262,649.04	-176,890.42	6,796,498.84	



City of Bonita Springs, FL

General Fund Expenditure by Department Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	501,350.00	501,350.00	35,709.28	167,684.24	333,665.76
102 - Boards & Committees	81,000.00	81,000.00	225.00	225.00	80,775.00
201 - City Manager	618,140.00	618,140.00	39,610.68	276,280.31	341,859.69
211 - Planning & Zoning	2,036,855.00	2,036,855.00	151,209.80	906,891.28	1,129,963.72
220 - Law Enforcement/Security	2,359,284.00	2,359,284.00	4,805.00	1,112,926.20	1,246,357.80
230 - Neighborhood Services	1,056,581.00	1,056,581.00	84,314.03	439,514.74	617,066.26
240 - Information Technologies	327,161.00	327,161.00	12,683.20	121,157.32	206,003.68
250 - Public Works	3,958,285.00	3,960,864.00	279,216.00	1,273,158.25	2,687,705.75
260 - Emergency Preparedness	30,730.00	30,730.00	1,374.81	9,946.96	20,783.04
270 - Non-Departmental Expenditures	782,740.00	782,740.00	26,349.72	74,041.64	708,698.36
301 - City Attorney	807,071.00	807,071.00	89,413.54	276,814.80	530,256.20
401 - Administrative Services	531,110.00	531,110.00	35,508.36	193,048.14	338,061.86
402 - City Hall	258,120.00	258,120.00	22,331.45	104,859.04	153,260.96
410 - Human Resources	70,700.00	70,700.00	3,116.91	14,332.87	56,367.13
430 - Communications	968,146.00	968,146.00	65,423.89	404,203.66	563,942.34
501 - Finance	838,101.00	950,319.00	58,094.99	411,763.70	538,555.30
601 - Parks & Recreation Administration	762,884.00	762,884.00	85,087.02	358,523.24	404,360.76
602 - Recreation Center	484,201.00	484,201.00	41,462.11	190,221.86	293,979.14
603 - Community Park & Ball Fields	186,075.00	199,750.00	24,178.42	66,307.47	133,442.53
604 - Community Pool	585,633.00	592,633.00	39,510.45	197,144.39	395,488.61
605 - Riverside Park	204,286.00	204,286.00	9,079.09	58,139.66	146,146.34
609 - Formerly Community Hall/Sherriff Substation	17,092.00	17,092.00	550.91	4,232.41	12,859.59
610 - Dog Park	69,408.00	69,408.00	8,885.47	30,877.51	38,530.49
611 - Beach Parks	9,740.00	9,740.00	12.59	70.91	9,669.09
613 - BS Soccer Complex	125,814.00	125,814.00	9,113.77	39,233.71	86,580.29
614 - Kentucky Street Park	3,500.00	3,500.00	450.00	450.00	3,050.00
615 - Liles Hotel	84,360.00	89,360.00	9,889.69	32,422.48	56,937.52
617 - Bonita Nature Place	28,542.00	28,542.00	1,949.34	9,152.48	19,389.52
618 - Windsor Road Preserve	7,980.00	7,980.00	25.18	151.08	7,828.92
620 - Marni Fields	101,558.00	101,558.00	9,110.74	55,029.80	46,528.20
621 - BS River Park	28,532.00	28,532.00	2,561.76	6,329.88	22,202.12
622 - Cullum's Bonita Trail	17,000.00	17,000.00	0.00	0.00	17,000.00
623 - Carpenter Lane Canoe & Kayak	1,193.00	1,193.00	41.79	92.22	1,100.78
624 - Leitner Creek Neighborhood Park	30,499.00	30,499.00	1,035.34	2,534.49	27,964.51
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	1,295.00	4,705.00
629 - Oak Creek Kayak Launch	5,000.00	5,000.00	0.00	0.00	5,000.00
631 - Former Library Building	42,000.00	42,000.00	1,450.11	7,518.58	34,481.42
883 - Veterans	500.00	500.00	94.50	94.50	405.50
Fund: 00 - General Fund Total:	18,027,171.00	18,167,643.00	1,153,874.94	6,846,669.82	11,320,973.18
Total Surplus (Deficit):	-18,027,171.00	-18,167,643.00	-1,153,874.94	-6,846,669.82	



City of Bonita Springs, FL

Special Revenue Funds Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,808,300.00	1,808,300.00	170,772.95	783,289.17	1,025,010.83
335 - State Shared Revenue	297,100.00	297,100.00	23,989.36	112,853.39	184,246.61
361 - Interest & Other Earnings	7,000.00	7,000.00	13,331.00	66,023.00	-59,023.00
Revenue Total:	2,112,400.00	2,112,400.00	208,093.31	962,165.56	1,150,234.44
Expense					
54 - Transportation	1,727,702.00	1,727,702.00	90,776.05	664,001.24	1,063,700.76
58 - Other Uses/Transfers Out	1,100,000.00	4,422,811.00	99,503.10	736,746.21	3,686,064.79
Expense Total:	2,827,702.00	6,150,513.00	190,279.15	1,400,747.45	4,749,765.55
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-715,302.00	-4,038,113.00	17,814.16	-438,581.89	-3,599,531.11
Fund: 13 - GrantFund					
Revenue					
331 - Federal Grants	22,133,197.00	37,911,346.00	5,098,151.42	5,127,605.24	32,783,740.76
332 - Other Financial Assistance-Federal Source	0.00	250,000.00	0.00	0.00	250,000.00
334 - State Grants	0.00	12,573,322.00	-231,322.62	-55,465.30	12,628,787.30
337 - Local Gvmt Grants	40,000.00	90,616.00	-3,040.00	-3,040.00	93,656.00
361 - Interest & Other Earnings	0.00	0.00	27,156.00	81,144.00	-81,144.00
369 - Other Misc Revenues	0.00	0.00	0.00	12,327.00	-12,327.00
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	22,213,197.00	50,865,284.00	4,890,944.80	5,162,570.94	45,702,713.06
Expense					
52 - PublicSafety	80,000.00	80,000.00	1,461,809.93	7,531,736.37	-7,451,736.37
57 - Culture & Recreation	0.00	496,713.00	66,809.70	171,401.08	325,311.92
58 - Other Uses/Transfers Out	22,133,197.00	50,288,571.00	880,102.49	1,967,093.44	48,321,477.56
Expense Total:	22,213,197.00	50,865,284.00	2,408,722.12	9,670,230.89	41,195,053.11
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	2,482,222.68	-4,507,659.95	4,507,659.95
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	4,236,120.00	4,236,120.00	1,504,719.76	2,080,875.76	2,155,244.24
361 - Interest & Other Earnings	40,000.00	40,000.00	73,443.00	363,731.00	-323,731.00
Revenue Total:	4,276,120.00	4,276,120.00	1,578,162.76	2,444,606.76	1,831,513.24
Expense					
58 - Other Uses/Transfers Out	7,774,523.00	26,061,839.00	339,013.82	862,560.62	25,199,278.38
Expense Total:	7,774,523.00	26,061,839.00	339,013.82	862,560.62	25,199,278.38
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-3,498,403.00	-21,785,719.00	1,239,148.94	1,582,046.14	-23,367,765.14
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	408,250.00	408,250.00	81,096.00	123,540.00	284,710.00
361 - Interest & Other Earnings	5,000.00	5,000.00	8,088.00	48,817.00	-43,817.00
Revenue Total:	413,250.00	413,250.00	89,184.00	172,357.00	240,893.00
Expense					
58 - Other Uses/Transfers Out	1,100,000.00	3,544,451.00	830.58	673,049.16	2,871,401.84
Expense Total:	1,100,000.00	3,544,451.00	830.58	673,049.16	2,871,401.84
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	-686,750.00	-3,131,201.00	88,353.42	-500,692.16	-2,630,508.84
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for PublicServices	1,008,100.00	1,008,100.00	36,145.73	1,397,597.21	-389,497.21

Special Revenue Funds Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
361 - Interest & Other Earnings	2,000.00	2,000.00	3,314.00	16,413.00	-14,413.00
Revenue Total:	1,010,100.00	1,010,100.00	39,459.73	1,414,010.21	-403,910.21
Expense					
53 - Physical Environment	657,111.00	657,111.00	0.00	95,556.23	561,554.77
58 - Other Uses/Transfers Out	2,800,000.00	2,800,000.00	0.00	0.00	2,800,000.00
Expense Total:	3,457,111.00	3,457,111.00	0.00	95,556.23	3,361,554.77
Fund: 18 - Stormwater Management Surplus (Deficit):	-2,447,011.00	-2,447,011.00	39,459.73	1,318,453.98	-3,765,464.98
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	1,390,000.00	1,390,000.00	99,295.81	401,320.15	988,679.85
361 - Interest & Other Earnings	15,000.00	15,000.00	11,610.00	57,499.00	-42,499.00
Revenue Total:	1,405,000.00	1,405,000.00	110,905.81	458,819.15	946,180.85
Expense					
52 - Public Safety	3,026,800.00	3,026,800.00	254,976.77	1,535,421.86	1,491,378.14
58 - Other Uses/Transfers Out	0.00	821,099.00	18,900.00	54,500.00	766,599.00
Expense Total:	3,026,800.00	3,847,899.00	273,876.77	1,589,921.86	2,257,977.14
Fund: 19 - Building Fees Fund Surplus (Deficit):	-1,621,800.00	-2,442,899.00	-162,970.96	-1,131,102.71	-1,311,796.29
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	427,100.00	427,100.00	0.00	427,100.00	0.00
337 - Local Gvmt Grants	1,707,110.00	1,707,110.00	0.00	1,721,829.00	-14,719.00
Revenue Total:	2,134,210.00	2,134,210.00	0.00	2,148,929.00	-14,719.00
Expense					
58 - Other Uses/Transfers Out	1,072,740.00	1,072,740.00	0.00	985,418.00	87,322.00
Expense Total:	1,072,740.00	1,072,740.00	0.00	985,418.00	87,322.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	1,061,470.00	1,061,470.00	0.00	1,163,511.00	-102,041.00
Total Surplus (Deficit):	-7,907,796.00	-32,783,473.00	3,704,027.97	-2,514,025.59	



City of Bonita Springs, FL

Debt Service Funds Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,072,740.00	1,072,740.00	0.00	985,418.00	87,322.00
Revenue Total:	1,072,740.00	1,072,740.00	0.00	985,418.00	87,322.00
Expense					
51 - General Government	1,072,740.00	1,072,740.00	0.00	985,418.00	87,322.00
Expense Total:	1,072,740.00	1,072,740.00	0.00	985,418.00	87,322.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	461,000.00	461,000.00	0.00	62,996.99	398,003.01
Revenue Total:	461,000.00	461,000.00	0.00	62,996.99	398,003.01
Expense					
51 - General Government	461,000.00	461,000.00	0.00	62,996.99	398,003.01
Expense Total:	461,000.00	461,000.00	0.00	62,996.99	398,003.01
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00



City of Bonita Springs, FL

Capital Projects Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

ExpFunction;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	334,502.00	-563,136.66	117,587.64	216,914.36
381 - Transfers In	46,694,130.00	115,017,099.04	1,940,726.47	5,890,281.74	109,126,817.30
Revenue Total:	46,694,130.00	115,351,601.04	1,377,589.81	6,007,869.38	109,343,731.66
Expense					
513 - Finance & Administration	140,000.00	1,021,837.00	18,900.00	54,500.00	967,337.00
519 - Other Gen Gvmt	2,645,000.00	4,909,816.00	217,340.01	313,762.79	4,596,053.21
537 - Conservation/Resource Mgmt	210,000.00	1,358,588.00	0.00	0.00	1,358,588.00
538 - Flood/Storm Water Mgmt	9,430,910.00	43,309,187.00	928,776.05	2,859,990.45	40,449,196.55
539 - Other Physical Environment	0.00	250,000.00	0.00	0.00	250,000.00
541 - Road & Street Facilities	26,457,720.00	53,437,979.00	738,932.84	1,786,776.16	51,651,202.84
545 - Parking Facilities	0.00	50,000.00	0.00	0.00	50,000.00
572 - Parks & Recreation	7,760,500.00	10,776,510.04	36,777.58	992,839.98	9,783,670.06
573 - Cultural Services	50,000.00	138,000.00	0.00	0.00	138,000.00
575 - Special Recreation Facilities	0.00	99,684.00	0.00	0.00	99,684.00
Expense Total:	46,694,130.00	115,351,601.04	1,940,726.48	6,007,869.38	109,343,731.66
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	-563,136.67	0.00	0.00
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	1,395,000.00	3,633,710.00	0.00	665,787.58	2,967,922.42
Revenue Total:	1,395,000.00	3,633,710.00	0.00	665,787.58	2,967,922.42
Expense					
552 - Economic Development	0.00	78,381.00	0.00	0.00	78,381.00
572 - Parks & Recreation	1,395,000.00	3,555,329.00	0.00	665,787.58	2,889,541.42
Expense Total:	1,395,000.00	3,633,710.00	0.00	665,787.58	2,967,922.42
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	-563,136.67	0.00	