



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

**City of Bonita Springs
City Council
Regular Meeting Agenda**

September 9, 2026
5:30 p.m.

Will begin immediately following the Budget Hearing

To address the City Council during this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, seated at the left-hand side of the dais. Blank slips are available on the table outside Council Chambers.

To submit a written comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 12 noon, September 9, 2026.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248, at least 48 hours in advance of the meeting. Reasonable accommodations will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the City Council on any matter at this meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

1. Call to Order
2. Invocation and Pledge of Allegiance – Observed During the Budget Hearing
3. Roll Call
4. Public Comment on Agenda Items
5. Consent Agenda Items:
 - A. Approve Minutes from the City Council Regular Meeting held on August 19, 2026.
 - B. Approve a Special Event Permit request submitted by Local Roots, LLC, to host a weekly outdoor flea market at the Promenade at Bonita Bay, every Saturday morning from October 3, 2026 through May 29, 2027, between 8:00 a.m. and 12:00 p.m. (Green Sheet 26-09-144)
 - C. Approve Amendment #1 to Construction, Engineering and Inspection (CEI) Services contract with Kisinger Campo + Associates Corporation removing and replacing sub-consultant for community outreach services. (Green Sheet 26-09-148)
 - D. Approve a Resolution designating the City Council as the Site Controlling Agency for the FY2026 legislative appropriation funding for the City’s Community Aquatic Facility Expansion Project. (Green Sheet 26-09-149)

- E. Approve purchase agreement to acquire a property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project purchase agreement #2026-002 in the Quinn/Downs/Dean Neighborhood. (Green Sheet 26-09-150)

- Opportunity for City Council Comments on Consent Agenda

6. Public Hearings:

- A. (FIRST READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000 TO FINANCE THE ACQUISITION OF INACTIVE RAIL CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AUTHORIZING THE INCURRENCE OF INTERIM INDEBTEDNESS, IF NECESSARY; AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY FROM PROCEEDS OF THE BONDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.
(Green Sheet 26-09-154)

7. Mayor and Council Member Items:

- A. Approve a request from the Friends of the Bonita Estero Rail Trail to display the City's logo on their upcoming commemorative bike shirt, and authorize staff to facilitate the request accordingly. (Corrie, Green Sheet 26-09-145)
- B. Discussion regarding Council's potential support and approval for two preliminary steps related to the possibility of developing downtown Bonita Springs into a more recognizable arts and cultural destination. (Corrie, Green Sheet 26-09-146)
- C. Discuss engaging a qualified parking consultant to conduct a Downtown Bonita Springs Parking Demand Study, and provide direction to staff accordingly. (Corrie, Green Sheet 26-09-152)
- D. Discussion regarding potential coordination with FDOT, Lee County, the Village of Estero, and appropriate emergency-management agencies regarding the potential effects of the multi-year I-75 widening project on Bonita Springs. (Corrie, Green Sheet 26-09-155)

8. City Attorney Items:

- A. Repayment of BG Mine Impact Fees. (Green Sheet 26-09-151)

9. City Manager Items:

- A. Adopt the City of Bonita Springs Parks Master Plan with the inclusions of the BERT and Sun Trail projects into the final plan. (Green Sheet 26-09-147)
- B. Presentation of Community Development activity and business-permit reports for August 2026. (Green Sheet 26-09-153)

10. Mayor and Council Member Reports

11. Public Comment

12. Adjournment



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

City of Bonita Springs
City Council
Draft Meeting Minutes

August 19, 2026
9:00 a.m.

1. **Call to Order** - Mayor Gibson called the meeting to order at 9:02 a.m. and announced the addition of a new agenda item, Item 8A: Bonita Estero Rail Trail (BERT).
2. **Invocation** - Provided by Pastor Mike Cosner of Oak River Church.
3. **Pledge of Allegiance**
4. **Roll Call**

The City Clerk called the roll:

Present: 6 Council Member Bogacz, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick

Remote: 1 Deputy Mayor Purdon (via Zoom)

Absent: 0

*Council Member Carr motioned to permit Deputy Mayor Purdon to participate and vote remotely in the meeting; Seconded by Council Member Corrie. **The motion carried 6-0.***

5. Public Comment on Agenda Items

Martin Aita - Commented on Paradise Road Bike & Pedestrian Improvements Project design concepts for segment two and asked Council to consider parking issues at school bus stops.

Mari Randinelli - Commented on the Paradise Road Bike & Pedestrian Improvements Project, expressing preference for an expanding sidewalk on the west side of Paradise Road, with minimal impact to the east side.

Doug Hattaway - Commented on the results of yesterday's Ballot Referendum on General Obligation Bonds, which was approved resoundingly by voters.

Deborah Orton - Commented on the results of yesterday's Ballot Referendum on General Obligation Bonds, which was approved with 68 percent, and a record high voter turnout.

Dwight Esmon - Commented on his concerns with proposed designs for the Paradise Road Bike & Pedestrian Improvements Project, particularly related to the south segment.

Ben Henson - Commented on Paradise Road, thanking Council for moving forward with the project.

6. Consent Agenda Items:

*Council Member Carr motioned to approve the items on the consent agenda; Seconded by Council Member Bogacz. **The motion carried unanimously.***

- A. Approve Minutes from the City Council Regular Meeting held on August 5, 2026.
- B. Approve the five-year renewal of the Public-Private Partnership Lease Agreement between the City of Bonita Springs and the YMCA of Southwest Florida (formerly SKY Family YMCA, Inc.) for public use of the YMCA pickleball courts. (Green Sheet 26-08-132)
- C. Approve Amendment No. 3 to the Beach Renourishment Interlocal Agreement with Lee County to specifically indicate in the project description the reconstruction of “rock groins” that were significantly damaged by Hurricane Ian (Green Sheet 26-08-133)
- D. Approve the 2026-2031 Interlocal Agreement for Stray Animal Control Services between Lee County and the City of Bonita Springs. (Green Sheet 26-08-137)
- E. Adopt Resolution Awarding the Imperial Parkway Landscaping & Irrigation Maintenance Project RFB 26-10 to P & T Lawn and Tractor Service. (Green Sheet 26-08-138)
- F. Approve the migration of on-premises file servers to Microsoft Azure, to be carried out by the City’s Information Technology provider, Team Logic. (Green Sheet 26-08-140)
- G. Approve a lease agreement between the City and the Lee County Sheriff’s Office, for use of the modular facility at 26876 Pine Avenue as a temporary substation, and authorize staff to make any nonsubstantial, post-approval revisions to the agreement that the Sheriff’s Office may request. (Green Sheet 26-08-141)

7. Presentations:

- A. **Presentation by American Structurepoint, Inc. on design concept alternatives for the Paradise Road Bike and Pedestrian Improvements Project, followed by Council direction on which concept(s) to advance.** (Green Sheet 26-08-139)

Assistant City Manager Matt Feeney introduced Nick Harrison, Vice President at American Structurepoint, who provided an overview of the project and its location, summarized public input received during the workshops, and presented on the recommended design concepts for Council consideration. Mr. Harrison also responded to questions from Council Members. (Presentation slides on file in the Clerk’s Office.)

Council Member Corrie expressed support for incorporating traffic-calming elements, including 10-foot travel lanes, raised crosswalks with pedestrian-activated flashers, and five-foot landscape buffers separating the travel lanes from the shared-use paths and sidewalks. Council Member Bogacz and Mayor Gibson emphasized the importance of expanding the proposed shared-use path on the west side of Segment Two from 8 feet to 10 feet to improve safety.

*Mayor Gibson motioned to approve the following design concepts: Segment 1, Alternative B; and Segment 2, Alternative B with a 10-foot shared use path; Seconded by Council Member Bogacz. **The motion carried unanimously.***

B. Presentation and Discussion of the City of Bonita Springs Parks Master Plan. (Green Sheet 26-08-134)

Nicole Perino, Director of Parks and Recreation, provided an overview of the Parks Master Plan, explaining that it will guide the direction of Bonita Springs' parks, facilities, programs, and services over the next 10 to 15 years. She then introduced Becky Dunlap, Project Manager with the City's consulting firm, Berry Dunn, who joined via Zoom to present highlights of the draft master plan.

Ms. Dunlap reviewed the planning process and summarized the top priorities identified by residents and stakeholders. These priorities were gathered through community engagement efforts, including public workshops, a community survey, one-on-one interviews, and public comment cards. Director Perino stated that the complete Parks Master Plan will be presented to City Council for adoption at the September 9, 2026 City Council meeting.

*Council Member Bogacz motioned to direct staff to include the BERT project in the final Parks Master Plan; Seconded by Council Member Corrie. **The motion carried unanimously.***

*Council Member Carr motioned to direct staff to also include the Sun Trail project in the final Parks Master Plan; Seconded by Council Member Corrie. **The motion carried unanimously.***

8. Mayor and Council Member Items:

A. (Added to the agenda by Mayor Gibson) Bonita Estero Rail Trail (BERT)

Mayor Gibson reviewed the ballot referendum results, noting that it passed by an overwhelming margin. He expressed his appreciation to everyone involved, particularly the voters, who turned out in record numbers.

9. City Attorney Items: *No report*

10. City Manager Items:

A. Presentation of the June Financial Report and Update on the Fiscal Year 2026-2027 draft budget.
(Green Sheet 26-08-135)

Lisa Griggs-Roth, Finance Director, presented the June financial report and reviewed the remaining steps and timeline for the FY 2026–27 budget process, also noting that two public hearings are scheduled: the first on September 9 at 5:30 p.m., and the second on September 23 at 5:30 p.m. (Presentation slides on file in the Clerk's office)

B. Presentation of Community Development Activity Reports for July. (Green Sheet 26-08-136)

John Dulmer, Director, Community Development Department, presented the July activity reports. (Presentation slides on file in the Clerk's office)

11. Mayor and Council Member Reports

Council Member Corrie – Provided remarks regarding the results of the ballot referendum and the BERT project.

Council Member Carr – Recognized BSU for receiving two recent awards related to water quality and resiliency. She also announced that Shangri-La Springs will celebrate its 100th Anniversary with a free community event on September 9, from 4:00 p.m. to 8:00 p.m.

Council Member Fullick – Reported on Tourist Development Council marketing fund allocations awarded to local organizations, including ArtsBonita, the Bonita Springs Concert Band, and Wonder Gardens. He also commented on the results of the ballot referendum and the BERT project.

Deputy Mayor Purdon – Commented on the results of the ballot referendum and the BERT project.

Jim Fitzpatrick – Expressed appreciation to Representative Adam Botana for his efforts in facilitating FDOT cleanup of the I-75 underpass. He also reported on upcoming FDOT public meetings concerning planned improvements to I-75 and requested that the meetings be posted on the City's online calendar. He further noted he will be out of town on Sept. 9 and plans to participate remotely in the Budget Hearing and Regular Meeting

Council Member Bogacz – Commented on the results of the ballot referendum and the BERT project. She also informed the public of the annual Patriots Day Ceremony hosted by the Bonita Springs Fire and Rescue District, scheduled for Friday, September 11, at 5:30 p.m., at Station One, 27490 Old 41 Road.

Mayor Gibson – Reported on his attendance at the Florida League of Cities Annual Conference. He also noted that he will be out of town on September 9 and plans to participate in the Budget Hearing and Regular Meeting via Zoom. He further stated he will be out of town for the September 11 Patriots Day Ceremony and designated Council Member Bogacz to present the proclamation on his behalf.

12. Public Comment

Dwight Esmon - Commented on the Council-approved designs for the Paradise Road Bike and Pedestrian Improvements Project.

Kyle Moran - Commented on voter approval of the ballot referendum and the positive outlook within the City.

13. Adjournment - There being no further business, the meeting adjourned at 10:59 a.m.

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

PREPARED AND ATTESTED BY:

Michael J. Sheffield, City Clerk

ITEM TITLE: Approve a Special Event Permit request submitted by Local Roots, LLC, to host a weekly outdoor flea market at the Promenade at Bonita Bay, every Saturday morning from October 3, 2026 through May 29, 2027, between 8:00 a.m. and 12:00 p.m.

REQUESTOR: Lora Taylor, Director, Communications and Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

For the past several years, Local Roots LLC has sponsored a weekly flea market on South Bay Drive at the Promenade at Bonita Bay every Saturday morning, from 8:00 a.m. till noon.

Local Roots, LLC has applied for special event permit to host a flea market again this year. In accordance with City of Bonita Springs Ordinance 14-13 (as amended by Ordinance 16-10) which regulates outdoor flea markets, the applicant has provided a notarized letter of approval from the property owner to use the Promenade property for a flea market, an updated Certificate of Insurance, and an updated Lee County Sheriff's Office sign off sheet.

STAFF RECOMMENDATION: Approve a Special Event Permit request from Local Roots, LLC to host a weekly flea market at the Promenade at Bonita Bay, every Saturday morning from October 3, 2026 through and including May 29, 2027, between 8:00 a.m. - noon.

ATTACHMENTS:

1. Application and supporting documents submitted by Local Roots, LLC.

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Dept. 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
☐ \$25.00 (501C3 organizations)
Fee is non-refundable

Fax: 949-6239

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: Local Roots, LLC
Nature of Event: Flea Market
Location (Attach Site Plan): 26795-26851 South Bay Drive - Promenade

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>10/3/26 to 5/29/27</u>	<u>6 am to 8 am</u>	<u>8 am to NOON</u>	<u>Noon to 1:30 pm</u>

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 2025-2026
Individual Contact for Activity/Event: Jean Baer Phone: 239-691-9249
Address: 1418 Sand Castle Rd Sanibel, FL Website: _____
E-Mail Address: _____
Major Sponsor(s): _____
Promoter(s): Local Roots Phone or Contact #: 239-691-9249

1. Crowd: Is anticipated crowd size 1,000 or more? Yes ☐ No ☒

Actual Anticipated number: 5-600 ppl

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>
10 x 10 | ☒ | ☐ |
| 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? <u>If yes, indicate location on site plan.</u>	☒	☐
Will disposable cardboard trash receptacles be provided? <u>If yes, indicate on site plan.</u>	☐	☒
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 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.

<u>Jean Barr</u>	<u>7/20/26</u>	Comments: _____
Signature of Applicant	Date	
_____		Comments: _____
City Manager	Date	

Application Fee is non-refundable.



CITY OF BONITA SPRINGS SPECIAL EVENT DEPARTMENT
9101 BONITA BEACH ROAD | BONITA SPRINGS, FL 34135 | (239) 949-6262

LEE COUNTY SHERIFF'S DEPARTMENT SIGN-OFF

Details Unit - (239) 477-1199 or jhillery@sheriffleefl.org or asellers@sheriffleefl.org

Event Name Local Roots, LLC 2026-2027

Parking:

It is understood through this application that all parking will remain on site. The right-of-way must remain clear at all times.

Road Closures (Please Explain):

Road closures will not be required for this event. Event coordinator will be responsible though for ensuring that the market area remains clearly separated from vehicle traffic.

Alcoholic Beverages:

It is understood through this application that alcohol will not be available for sale/consumption.

Special Arrangements:

While the presence if an extra duty detail deputy is recommended, it is not required as a condition of this application approval. The event coordinator has declined LCSO presence. Event coordinator will be responsible for ensuring that the event & all participants and clearly separated from vehicle traffic.

SHERIFF'S PERSONNEL USE ONLY

LCSO DETAIL COMMANDER: Carla J. High

SIGNATURE

DATE: 7/28/26

DEPUTIES BOOKED FOR EVENT (How Many?): None (0)

DATE BOOKED: _____

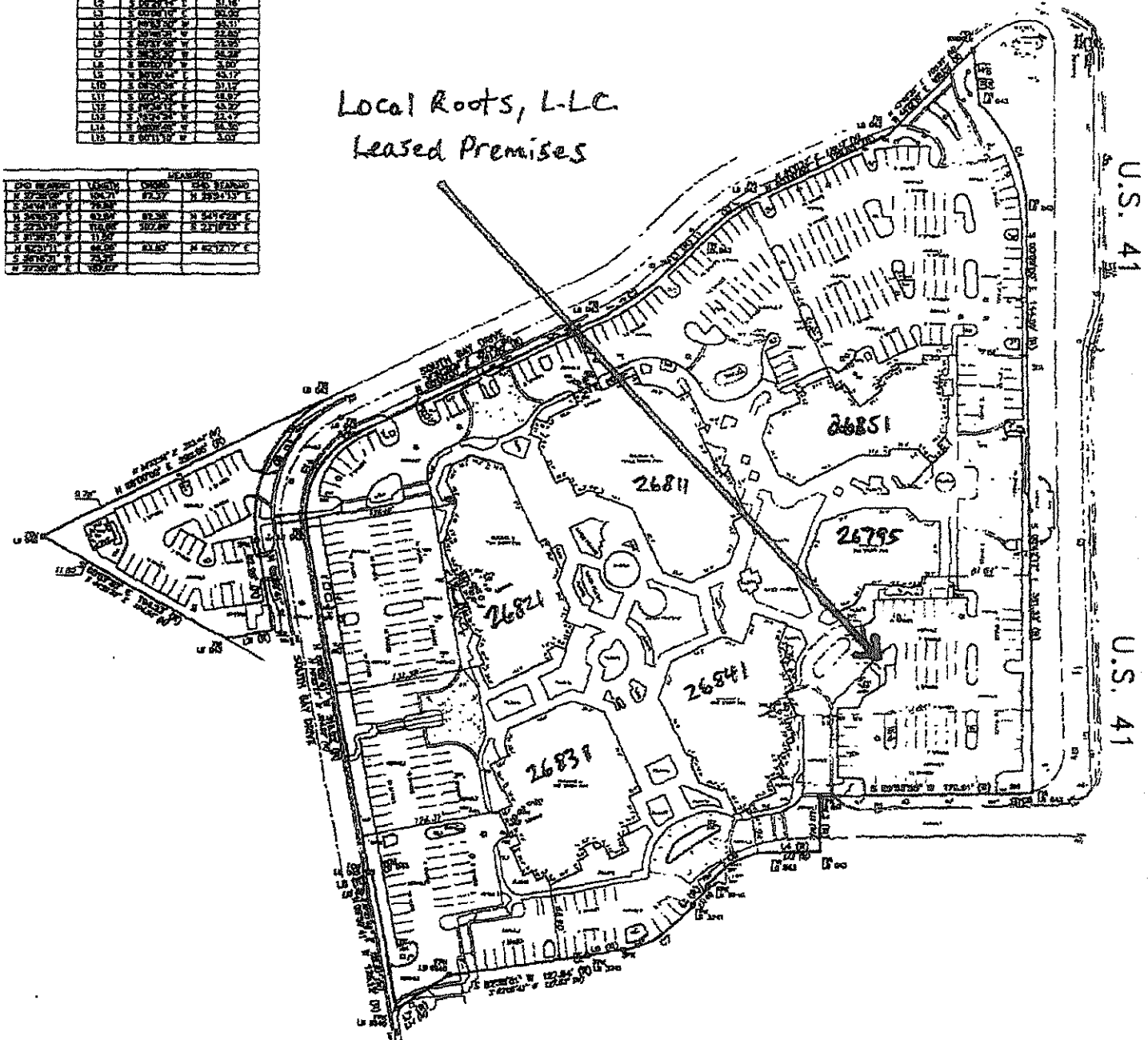
Please Note: "Deputies Booked for Event" is an estimate. Amount of Deputies may change at any time before or during your event.

Exhibit "B-2"

LINE	BRANCH	DATE
10	10/10/10	40.50
11	10/10/10	31.16
12	10/10/10	30.00
13	10/10/10	30.00
14	10/10/10	30.00
15	10/10/10	30.00
16	10/10/10	30.00
17	10/10/10	30.00
18	10/10/10	30.00
19	10/10/10	30.00
20	10/10/10	30.00
21	10/10/10	30.00
22	10/10/10	30.00
23	10/10/10	30.00
24	10/10/10	30.00
25	10/10/10	30.00
26	10/10/10	30.00
27	10/10/10	30.00
28	10/10/10	30.00
29	10/10/10	30.00
30	10/10/10	30.00
31	10/10/10	30.00
32	10/10/10	30.00
33	10/10/10	30.00
34	10/10/10	30.00
35	10/10/10	30.00
36	10/10/10	30.00
37	10/10/10	30.00
38	10/10/10	30.00
39	10/10/10	30.00
40	10/10/10	30.00
41	10/10/10	30.00
42	10/10/10	30.00
43	10/10/10	30.00
44	10/10/10	30.00
45	10/10/10	30.00
46	10/10/10	30.00
47	10/10/10	30.00
48	10/10/10	30.00
49	10/10/10	30.00
50	10/10/10	30.00
51	10/10/10	30.00
52	10/10/10	30.00
53	10/10/10	30.00
54	10/10/10	30.00
55	10/10/10	30.00
56	10/10/10	30.00
57	10/10/10	30.00
58	10/10/10	30.00
59	10/10/10	30.00
60	10/10/10	30.00
61	10/10/10	30.00
62	10/10/10	30.00
63	10/10/10	30.00
64	10/10/10	30.00
65	10/10/10	30.00
66	10/10/10	30.00
67	10/10/10	30.00
68	10/10/10	30.00
69	10/10/10	30.00
70	10/10/10	30.00
71	10/10/10	30.00
72	10/10/10	30.00
73	10/10/10	30.00
74	10/10/10	30.00
75	10/10/10	30.00
76	10/10/10	30.00
77	10/10/10	30.00
78	10/10/10	30.00
79	10/10/10	30.00
80	10/10/10	30.00
81	10/10/10	30.00
82	10/10/10	30.00
83	10/10/10	30.00
84	10/10/10	30.00
85	10/10/10	30.00
86	10/10/10	30.00
87	10/10/10	30.00
88	10/10/10	30.00
89	10/10/10	30.00
90	10/10/10	30.00
91	10/10/10	30.00
92	10/10/10	30.00
93	10/10/10	30.00
94	10/10/10	30.00
95	10/10/10	30.00
96	10/10/10	30.00
97	10/10/10	30.00
98	10/10/10	30.00
99	10/10/10	30.00
100	10/10/10	30.00

Local Roots, L-LC
Leased Premises

DO MEASUREMENT		MEASUREMENT	
N 37°26'00" E	100.71	72.37	N 23°13'15" E
S 24°14'11" W	76.83		
N 24°55'35" E	82.87	82.38	N 24°42'22" E
S 27°33'10" W	116.88	102.89	S 23°10'23" E
S 27°33'10" W	11.52		
N 62°51'11" E	66.08	61.63	N 62°12'17" E
S 26°16'31" W	73.27		
N 27°20'00" E	79.67		

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2026

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 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 Pro Insur, Inc dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker Ext 203	CONTACT NAME: Larry Spilker ext 203 PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093 E-MAIL ADDRESS: LSPILKER@CAMPBELLRISK.COM
INSURED Local Roots LLC 1418 Sandcastle Rd Sanibel Florida 33957	INSURER(S) AFFORDING COVERAGE INSURER A: HANOVER INSURANCE GROUP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22292

COVERAGES

CERTIFICATE NUMBER:

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 ☐ CLAIMS-MADE ☒ OCCUR	☒	☒	AAM6321 LHW D481967 - 04	02/01/2026	02/01/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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)

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2015 06 15. Certificate holder, if any, is hereby an additional insured.

CERTIFICATE HOLDER

R.L.R. Investments, LLC
2340 Periwinkle Way, Ste. L-2
Sanibel, FL 33957

CANCELLATION

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

John C. Campbell

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2026

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 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 Pro Insur, Inc dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker Ext 203	CONTACT NAME: Larry Spilker ext 203 PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093 E-MAIL ADDRESS: LSPILKER@CAMPBELLRISK.COM
INSURED Local Roots LLC 1418 Sandcastle Rd Sanibel Florida 33957	INSURER(S) AFFORDING COVERAGE INSURER A: HANOVER INSURANCE GROUP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22292

COVERAGES

CERTIFICATE NUMBER:

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☒	AAM6321 LHW D481967 - 04	02/01/2026	02/01/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	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					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 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)

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2915 06 15. Certificate holder, if any, is hereby an additional insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

John C. Campbell

© 1988-2014 ACORD CORPORATION. All rights reserved.

R.L.R. INVESTMENTS L.L.C.
R.L.R. INVESTMENTS L.L.C.
A REAL ESTATE INVESTMENT COMPANY

July 21, 2026

City of Bonita Springs – Community Development
9220 Bonita Beach Road, suite 111
Bonita Springs, Florida 34135

Re: 26795 – 26851 South Bay Drive, Bonita Springs, FL 34134
Strap # 28-47-25-B3-0320D.0010

To Whom It May Concern:

R.L.R. Investments, L.L.C. is the record owner of the referenced Promenade At Bonita Bay, the property located at 26795 - 26851 South Bay Drive, Bonita Springs, Florida 34134.

Please accept this letter as written documentation that R.L.R. Investments, L.L.C. has entered into a Lease Agreement with Local Roots, L.L.C. for the operation of a weekly Flea Market in the parking lot of the subject property, from 8:00 a.m. to 12:00 p.m. every Saturday from October 3, 2026 through and including Saturday May 29, 2027.
In addition, please be advised there are public restrooms on the property available to the Flea Market Customers and anyone shopping and dining at Promenade at Bonita Bay.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Lisa Bramm
Director of Property Management

STATE OF FL)
) ss.
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of July 2026, by Lisa Bramm who is personally known to me or has produced _____ as identification.


NOTARY PUBLIC

ITEM TITLE: Approve Amendment #1 to Construction, Engineering and Inspection (CEI) Services contract with Kisinger Campo + Associates Corporation removing and replacing sub-consultant for community outreach services.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Resiliency, 4) Environmental Protection

BACKGROUND: The City contracted with Kisinger Campo + Associates Corporation (KCA) on Marcy 4, 2025 to provide Construction, Engineering and Inspection (CEI) Services for the Quinn/Downs/Dean Infrastructure Project. At the time of contract, CMA Outreach, Inc. was identified as a sub-consultant with KCA. CMA Outreach, Inc. provided Community Outreach Services for the infrastructure project. In July, 2026 the City was notified through KCA that CMA Outreach, Inc. ceased operations and transitioned its remaining legacy contracts to AtkinsRealis USA.

The project is identified in the Capital Improvement Plan (CIP) account number 30.250.538.6810. AtkinsRealis has advised there is no change in the funding amount originally identified in the current KCA contract.

STAFF RECOMMENDATION: Approve Amendment #1 to Construction, Engineering and Inspection (CEI) Services contract with Kisinger Campo + Associates Corporation removing and replacing sub-consultant for community outreach services.

ATTACHMENTS:

1. Amendment #1

REVIEWERS:

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

CITY OF BONITA SPRINGS SERVICE PROVIDER AGREEMENT
AMENDMENT TO ORIGINAL AGREEMENT

☒ Amendment Number: One (1)

(Amendment Requires Approval by the City Manager for Expenditures under \$50,000 or Approval by the Bonita Springs City Council for Expenditures over \$50,000).

ORIGINAL CONTRACT: RFQ 25-20 CEI Services for Quinn/Downs/Dean

CONTRACT NUMBER: BSC-26-03-061

PROJECT NAME OF AMENDMENT: Resident Compliance Services will be reassigned from CMA Outreach, Inc. to AtkinsRealis USA Inc. All rates, compensation and payment methods associated with CMA Outreach, Inc. shall now be assigned to AtkinsRealis USA Inc. The total contract fee will remain unchanged. Per attached Statement of Revision dated 7/7/26.

VENDOR: Kisinger Campo & Associates

ACCOUNT NUMBER: 30.250.538.6810

REQUESTED BY: Elly Soto McKuen Public Works Department

DATE OF REQUEST: July 27, 2026

Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

If this Agreement is for more than one million dollars, the Vendor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

It is understood and agreed that the acceptance of this modification by the Vendor constitutes an accord and satisfaction. All the remaining terms in the original Agreement, remain the same.

ACCEPTED:

ATTEST:

CITY APPROVAL:

Vendor Signature

City Clerk

City Manager (Under \$50,000)

Print Name

Date

Date Approved

Address

Approved By:

Approved By:

Address

City Attorney's Office

Mayor, City Council for Bonita Springs

Date Accepted

Date Approved

Date Approved

Corporate Seal

July 07, 2026

**Attention Elly Soto McKuen
Senior Project Manager
Public Works Department
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135,**

**Re: City of Bonita Springs Professional Services Agreement for CEI Services
for the Quinn/Downs/Dean West of Imperial Parkway Infostructure Project RFB 25-24**

In accordance with Article 9.00 of the Standard Professional Services Agreement Terms, Kisinger Campo & Associates hereby requests the transfer of subconsultant duties under this Agreement from CMA Outreach, Inc to AtkinsRealis USA Inc. Furthermore, all rates, compensation and payment methods associated with CMA Outreach, Inc. shall now be applied to AtkinsRealis USA Inc. Unless modified, amended, or changed in writing by both the City and the Consultant, all of the terms and conditions of said original agreement, any supplements and amendments thereto will remain in full force and effect.

Thank you,

Kellie W Loper

Digitally signed by Kellie W Loper
DN: cn=Kellie W Loper,
o=Kisinger Campo & Associates, ou=Kisinger Campo & Associates, email=Kellie.Loper@kisingercampo.com,
c=US

Kellie W. Loper, P.E.
Vice President
Kisinger Campo & Associates, Corp.



BY EMAIL: Matthew Fell mfell@kcaeng.com

Mail 27, 2026

Subject: Novation of CMA Outreach, Inc. to AtkinsRealis USA Inc.

Client: KCA
Matthew Fell

Re: Agreement between KCA and CMA Outreach, Inc. for Public Outreach Services for the City of Bonita Springs Quinn Dean Down Stormwater Improvements Project CEI Services Number 5260002.00 dated March 24, 2026

Matthew,

As previously communicated, effective June 30, CMA Outreach Inc. will be ceasing operations and is transitioning its remaining legacy contracts to AtkinsRéalis USA Inc., a part of a group of companies with world-class engineering services and public involvement expertise with offices around the world. Based on this transition, your contract with CMA Outreach Inc. is being assigned and novated to AtkinsRéalis USA Inc, effective as of the date set forth herein.

Please note that all contracts/agreements previously entered into with CMA Outreach Inc. will remain valid under the AtkinsRéalis USA Inc. entity. AtkinsRéalis USA has pledged to me their commitment to enabling your success and delivering the work product you have grown to trust. Rest assured there are no changes to the delivery or support.

On the following page is a notifications and acknowledgement request. Please sign supporting the transition of our current contractual agreement(s) with your organization from CMA Outreach Inc. to AtkinsRéalis USA Inc.

Tax ID numbers and banking details will be changed and updated and Certificates of Insurance will be provided to you.

Sincerely,

A handwritten signature in blue ink that reads "Kris Cella".

Kris Cella



I respectfully request your prompt review and execution by returning a signed copy of this letter to Leigh Roseman, Contracts & Procurement Director at leigh.roseman@atkinsrealis.com. Unless otherwise notified, acceptance of the assignment novation will be inferred if an executed copy is not returned by the Effective Date.

AtkinsRéalis USA is proactively managing all necessary updates in their internal systems to facilitate a seamless transition for invoicing and payment and are grateful for your cooperation in this process. If you would like AtkinsRéalis USA to update registration with your company, please contact Wendy Dyson, Wendy.Dyson@atkinsrealis.com.

The undersigned, which is a party to the agreement(s), hereby consents to the foregoing assignment and novation and releases CMA Outreach Inc. from its obligations and liabilities arising under the agreement(s) and accepts AtkinsRealis USA Inc. as a party to the agreement(s) in place of the CMA Outreach Inc. AtkinsRealis USA Inc. hereby agrees to assume and perform all of CMA Outreach Inc.'s obligations and responsibilities under the agreement(s) as of Effective Date.

ACCEPTED:

On behalf of AtkinsRealis USA Inc.

matthew
taylor

Digitally signed by matthew taylor
DN: cn=US, cn=matthew taylor, o=Unaffiliated,
qrQualifiers=
A01410D0000019A0DCA1AA20011A241
Reason: I am the author of this document
Location:
Date: 2026.07.06 10:06:55-04:00
Foxit PDF Editor Version: 2026.1.0

DATE: July 6, 2026

ACCEPTED

On behalf of: Kisinger Campo & Associates, Corp.

Signature

DATE June 24, 2026

Kellie W. Loper, Vice President
Printed Name

ITEM TITLE: Approve Resolution designating the City Council as the Site Controlling Agency for the FY2026 legislative appropriation funding for the City's Community Aquatic Facility Expansion Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 3) Community , Aesthetics, Parks and Facilities; 5) Strengthen City Finances; and 7) Economic Development

BACKGROUND: At the direction of City Council, City staff submitted a local funding initiative request to the FY26-27 legislative session for the Community Aquatic Facility Expansion Project. The local funding initiative request was submitted to the legislators in mid-October 2025.

The City received notification from the Florida Department of Environmental Protection (FDEP) in early August 2026 that funding in the amount of \$2,500,000. was approved by Governor DeSantis. According to the State Department of Financial Services' requirements the grant is to be administered as a cost reimbursement grant administered by the Land and Recreation Grants Section within the Division of State Lands.

In order to develop the grant agreement, one of the requests from the state is to adopt a resolution identifying the City Council as the Site Controlling Agency. Staff is working on the additional required items and anticipates submitting the required package in mid-September 2026.

Attachment 2 outlines three (3) proposed concept plans prepared by Kimley-Horn Associates, Inc. Along with the concept plans are phasing plans for each concept for review as required by FDEP. The concept plans are in draft form only and there will be opportunities to review and revision.

Funding for this project is identified in the City's Capital Improvement Plan (CIP) in account number 31.604.572.6002.

STAFF RECOMMENDATION: Approve Resolution designating the City Council as the Site Controlling Agency for the FY2026 legislative appropriation funding and authorize staff to submit required information to FDEP for the grant agreement for the City's Community Aquatic Facility Expansion Project.

ATTACHMENTS:

1. Resolution
2. Aquatic Facility Proposed Concept Plans

REVIEWERS:

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

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 26 -**

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA AUTHORIZING THE ENTRY INTO AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENT PROTECTION AND THE CITY OF BONITA SPRINGS, FLORIDA FOR THE DEVELOPMENT OF THE COMMUNITY AQUATIC FACILITY EXPANSION PROJECT.

WHEREAS, the 2026 Florida Legislature appropriated funding in the amount of \$2,500,00 for the development of the Community Aquatic Facility Expansion Project as approved by Governor DeSantis; and

WHEREAS, the appropriation amount identified for this project, according to the Department of Financial Services' requirements, is to be administered as a cost reimbursement grant administered by the Land and Recreation Grant Section within the Division of State Lands; and

WHEREAS, it is necessary to enter into a grant agreement with the Florida Department of Environmental Protection to receive and administer the grant funds for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

Section 1. As the City's site controlling agency, the City of Bonita Springs does hereby authorize City Council to enter into a grant agreement with the Florida Department of Environmental Protection for the award of funds for the development of the project.

Section 2. The Mayor, City Council members, City Clerk and City Attorney are hereby authorized and directed to execute this resolution and the Grant Agreement upon receipt. A copy of the executed resolution shall be delivered to the Florida Department of Environmental Protection.

Section 3. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 9th day of September, 2026.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office



DATE
AUGUST 18, 2026

PROJECT NAME
BONITA SPRINGS
AQUATICS CENTER

DRAWING TITLE

CONCEPT PLAN A

PREPARED BY:
Kimley»Horn
LAURA CORNELL, PLA 239.999.3187



DATE
AUGUST 18, 2026

PROJECT NAME
BONITA SPRINGS
AQUATICS CENTER

DRAWING TITLE

CONCEPT PLAN B

PREPARED BY:
Kimley»Horn
LAURA CORNELL, PLA 239.999.3187



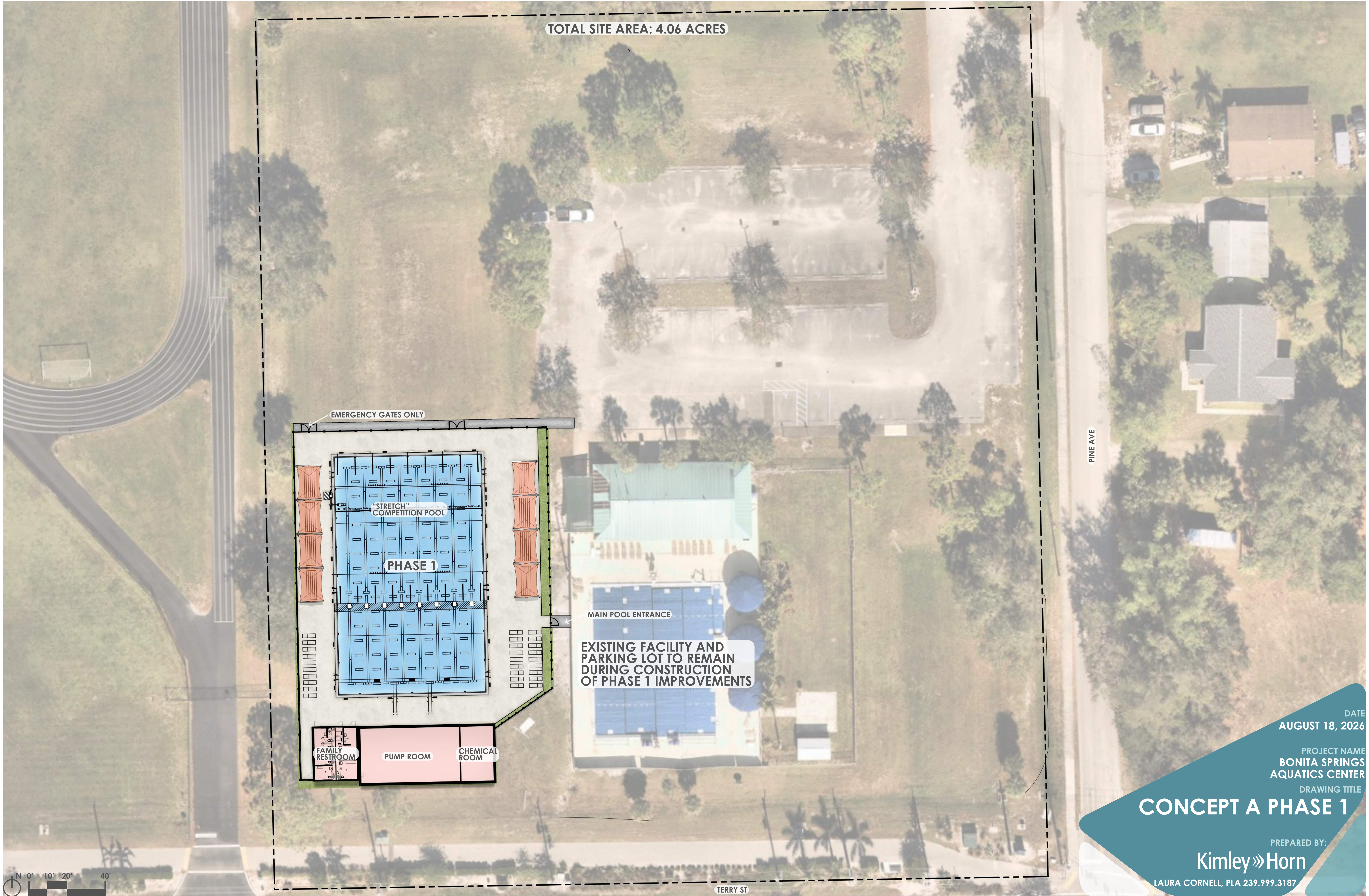
DATE
AUGUST 18, 2026

PROJECT NAME
BONITA SPRINGS
AQUATICS CENTER

DRAWING TITLE

CONCEPT PLAN C

PREPARED BY:
Kimley»Horn
LAURA CORNELL, PLA 239.999.3187



DATE
AUGUST 18, 2026

PROJECT NAME
BONITA SPRINGS
AQUATICS CENTER

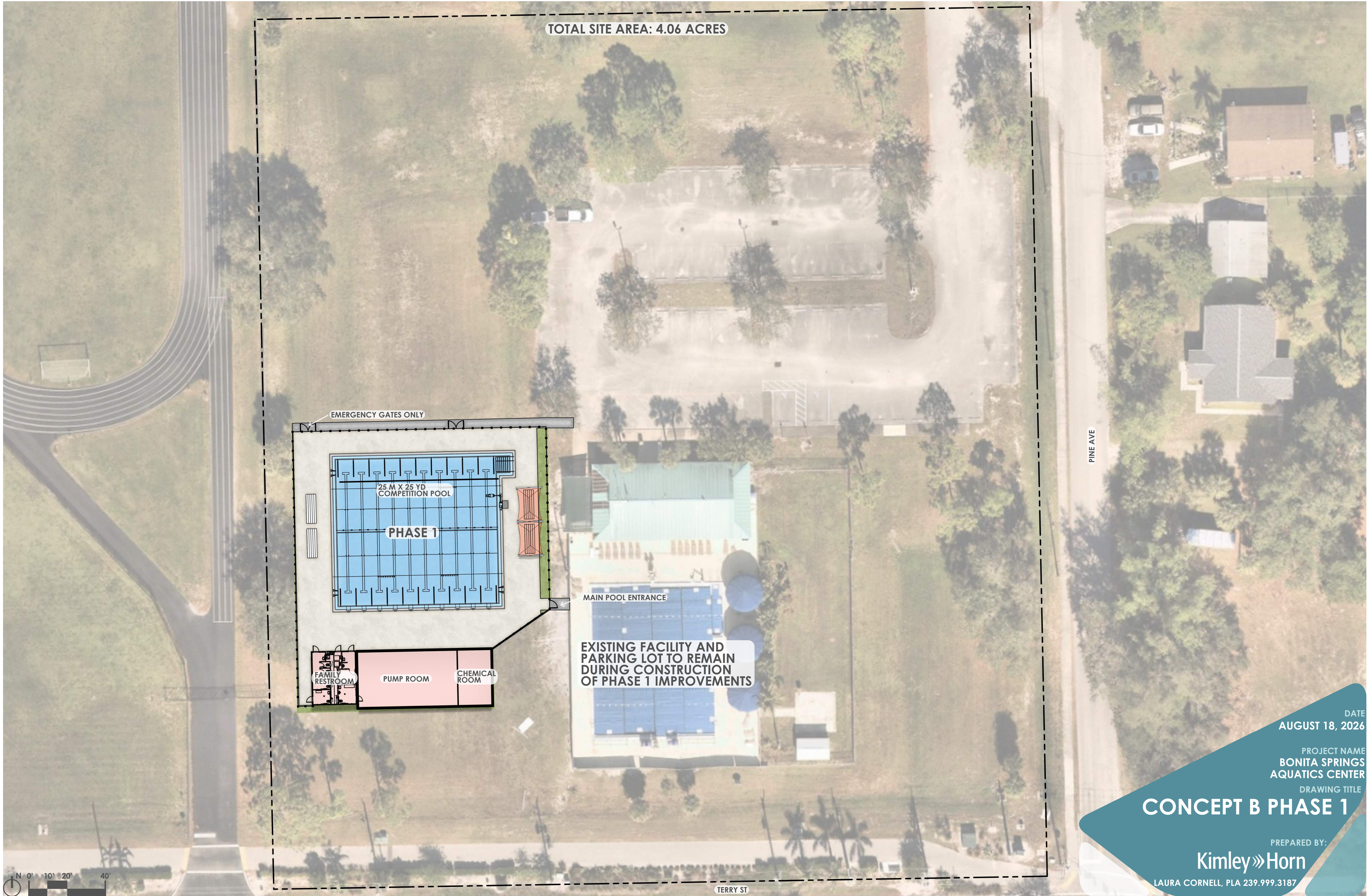
DRAWING TITLE

CONCEPT A PHASE 1

PREPARED BY:

Kimley»Horn

LAURA CORNELL, PLA 239.999.3187



DATE
AUGUST 18, 2026

PROJECT NAME
BONITA SPRINGS
AQUATICS CENTER

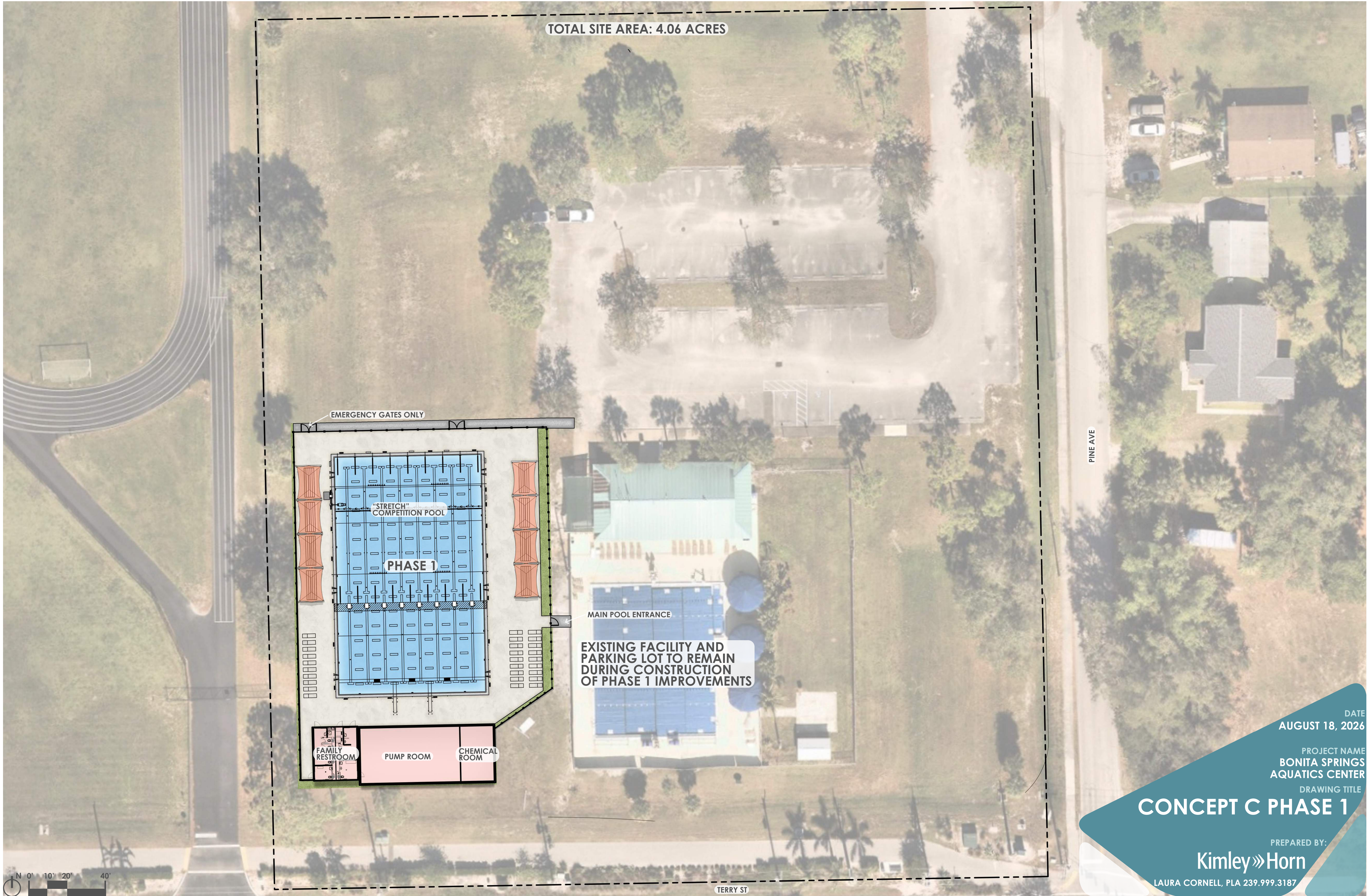
DRAWING TITLE

CONCEPT B PHASE 1

PREPARED BY:

Kimley»Horn

LAURA CORNELL, PLA 239.999.3187



TOTAL SITE AREA: 4.06 ACRES

EMERGENCY GATES ONLY

"STRETCH"
COMPETITION POOL

PHASE 1

MAIN POOL ENTRANCE

EXISTING FACILITY AND
PARKING LOT TO REMAIN
DURING CONSTRUCTION
OF PHASE 1 IMPROVEMENTS

FAMILY
RESTROOM

PUMP ROOM

CHEMICAL
ROOM

PINE AVE

TERRY ST

DATE
AUGUST 18, 2026

PROJECT NAME
BONITA SPRINGS
AQUATICS CENTER

DRAWING TITLE

CONCEPT C PHASE 1

PREPARED BY:

Kimley»Horn

LAURA CORNELL, PLA 239.999.3187

ITEM TITLE: Approve purchase agreement to acquire a property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project purchase agreement #2026-002 in the Quinn/Downs/Dean Neighborhood.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Resiliency, 4) Environmental Protection

BACKGROUND: The City received a grant award notice from the Florida Division of Emergency Management on April 17, 2024 that funding in the amount of \$4,282,761.60 from the HMGP-COVID Program was provided. The City's required match of \$475,862.40 provides a total project cost of \$4,758,624 for the Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood.

The focus of the program is to purchase property located in floodways or within neighborhoods that experience frequent flooding. The purchase agreement reflects the current market value of the property. Once the City purchases the property any structures on the property will be demolished, and the land will be in the City's name in perpetuity. The purchase price of the property is \$650,000 and will be paid from CIP account number 30.250.538.6109 (HMGP-COVID Neighborhood Acquisition/Demolition Project).

Staff has redacted the homeowner's name and address 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 to acquire property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project purchase agreement #2026-002 in the Quinn/Downs/Dean Neighborhood.

ATTACHMENTS:

1. Agreement# 2026-002

REVIEWERS:

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



CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2026, 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 Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the BUYER and hereinafter referred to as the "Bonita Springs Acquisition/Demolition Project", 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 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' 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
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING

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 Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) 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 FEMA 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.
4. PROGRAM INCENTIVE. The SELLER's property does not qualify for a program incentive identified within the program regulations.
5. CONTINGENCIES.
- a. SELLER shall vacate the property *on or before the schedule closing outlined in Paragraph 16* 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. SELLER must work with BUYER 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 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.





CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING

- d. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency funds. 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 approval by the City of Bonita Springs City Council of the purchase, and receipt and release of funds from FEMA.
 - 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 Agent shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed as outlined in Paragraph 16 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





CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING

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 or before Thursday, December 31, 2026** unless accepted or countered by SELLER in written form prior to such time. If SELLER or BUYER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the SELLER/BUYER, a written request with reasoning needs to be submitted to and approved by the SELLER/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.
- 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 BUYER has signed this Agreement.





**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

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/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Mike Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

Exhibit A

Legal Description

[REDACTED]

[REDACTED]

[REDACTED]

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

Parcel Identification Number: [REDACTED]





**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

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 FEMA Hazard Mitigation Grant Program – COVID funding (the “Program”) being administered by the City of Bonita Springs (the “City”) as a subrecipient of the Florida Division of Emergency Management (“FDEM”) 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 HMGP-COVID 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 FDEM the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLER 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 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 FDEM or FEMA.

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





**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

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 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
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

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

[REDACTED]

Signature

[REDACTED]

Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

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.



ITEM TITLE: (FIRST READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000 TO FINANCE THE ACQUISITION OF INACTIVE RAIL CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AUTHORIZING THE INCURRENCE OF INTERIM INDEBTEDNESS, IF NECESSARY; AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY FROM PROCEEDS OF THE BONDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY:

BACKGROUND:

On April 15, 2026, the City Council adopted Ordinance 26-05, ordering and calling for a bond referendum to be held on August 18, 2026, in conjunction with the Primary Election. The referendum appeared on the ballot of qualified electors in the City of Bonita Springs with the following ballot language:

Bonita Estero Rail Trail (BERT) General Obligation Bonds

To acquire the Bonita Estero Rail Trail (BERT) and construct a multi-use trail for runners, walkers, and cyclists to enhance pedestrian safety, shall the City of Bonita Springs issue general obligation bonds in an amount not to exceed thirty-five million dollars, maturing within thirty years of issuance, bearing interest not exceeding the maximum legal rate, and payable from ad valorem property taxes levied in amounts sufficient to meet the debt service on such bonds?

On August 21, 2026, the Lee County Supervisor of Elections provided the City Clerk with the Official Results Certificate of the Lee County Canvassing Board for the bond referendum. The certified results were as follows: Yes received 8,971 votes, and No received 4,175 votes, resulting in approval of the referendum by a majority of the City's qualified electors.

The draft Ordinance presented for First Reading on today's agenda authorizes the issuance of General Obligation Bonds accordingly.

STAFF RECOMMENDATION: Proceed to Second Reading.

ATTACHMENTS: Draft Ordinance.

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000 TO FINANCE THE ACQUISITION OF INACTIVE RAIL CORRIDOR PROPERTY AND THE DEVELOPMENT AND CONSTRUCTION OF CAPITAL IMPROVEMENTS THERETO FOR THE BONITA ESTERO RAIL TRAIL; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AUTHORIZING THE INCURRENCE OF INTERIM INDEBTEDNESS, IF NECESSARY; AUTHORIZING THE REIMBURSEMENT OF EXPENDITURES MADE BY THE CITY FROM PROCEEDS OF THE BONDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Whereas, pursuant to Ordinance No. 26-05 enacted on April 15, 2026 (the "Referendum Ordinance"), the City Council (the "Council") of the City of Bonita Springs, Florida (the "City") called for a bond referendum election (the "Bond Referendum Election") to be held to determine if the qualified electors within the City would approve the issuance of not exceeding \$35,000,000 aggregate principal amount of general obligation bonds payable from ad valorem taxes derived from a levy without limit against all taxable property within the City (the "Ad Valorem Taxes") for the purpose of financing costs of the acquisition of approximately 5.8 miles of inactive rail corridor property and to develop and construct capital improvements thereto for a multi-use recreational trail project for pedestrians and cyclists generally known as the "Bonita Estero Rail Trail," as more particularly described in the plans and specifications on file with the City (collectively, the "Project").

Whereas, on August 18, 2026, the Bond Referendum Election was held and the issuance of not exceeding \$35,000,000 aggregate principal amount of general obligation bonds payable from Ad Valorem Taxes derived from a levy without limit against all taxable property within the City for the purpose of financing costs of the Project was approved by a majority of the qualified electors within the City voting in said Bond Referendum Election (the "Bonds").

Whereas, in order to improve and maintain the health, safety and welfare of the residents of the City, it is necessary and desirable to acquire and construct the Project.

Whereas, it is in the best interests of the City to finance costs of the Project through the issuance of the Bonds secured by and payable from the Ad Valorem Taxes in the manner and to the extent provided herein and in the bond resolution to be subsequently adopted by the Council (the "Resolution").

Whereas, the form, terms and details of the Bonds shall be determined in accordance with the Resolution.

Whereas, the repayment of the Bonds shall be secured by and payable from the Ad Valorem Taxes in the manner and to the extent provided herein and in the Resolution; the Bonds shall constitute general obligations of the City and shall be secured by and payable from the City's full faith and credit and taxing power, and the City shall be obligated to levy Ad Valorem Taxes without limit on all taxable property within the City in order to pay the scheduled debt service for the Bonds, all in the manner and to the extent provided herein and in the Resolution.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Authorization of the Project; Reimbursement. (A) The City hereby authorizes the acquisition, construction and equipping of the Project and the financing thereof with proceeds of the Bonds.

(B) The City may reimburse itself from proceeds of the Bonds for any funds the City has expended or expends for the Project to the extent Bond Counsel to the City approves the reimbursement. Such expenditures have been made and/or are expected to be made from the City's general fund and/or a capital project fund for the Project. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis. It is the intent of this Ordinance to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

Section 2. Issuance of The Bonds; Interim Indebtedness. The Bonds are hereby authorized to be issued in an aggregate principal amount of not exceeding \$35,000,000. The Bonds may be issued in one or more series and any series may be issued as one bond or note or other debt obligation or as multiple bonds, notes or other debt obligations. The particular designation of the Bonds shall be established by the Resolution. The Bonds shall be issued for the purposes of providing moneys to (A) finance costs of the Project, (B) establish a debt service reserve if deemed necessary by the Council and set forth in the Resolution, (C) pay for any credit or liquidity enhancement for the Bonds if deemed necessary by the Council and set forth in the Resolution, and (D) pay the costs and expenses of issuing the Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be payable from the Ad Valorem Taxes to the extent and in the manner provided herein and in the Resolution.

The Bonds shall be dated such date or dates, shall bear interest at such rate or rates, shall mature at such times and in such amounts as may be determined by the Resolution, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions as may be fixed by the Resolution. The Council shall determine by the Resolution the form of the Bonds, the manner of executing such Bonds, and shall fix the denomination or denominations of such Bonds, the place or places and dates of payment of the principal and interest, and such other terms and provisions of the Bonds as it deems appropriate. The Bonds may be

issued as capital appreciation bonds, current interest paying bonds, variable rate bonds, serial bonds, term bonds, taxable bonds, tax-exempt bonds or any combination thereof, as shall be determined by the Resolution. In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. The Council may sell the Bonds in such manner and for such price as it may determine by the Resolution to be in the best interests of the City. The Bonds may be further secured by a municipal bond insurance policy or a letter of credit or such other credit enhancement or liquidity, including any reserve account insurance or surety bond, as the Council by the Resolution deems appropriate.

Prior to the preparation of definitive Bonds of any series, the Council may, by the Resolution, under like restrictions, issue interim receipts, interim certificates, or temporary Bonds, exchangeable for definitive Bonds when such Bonds have been executed and are available for delivery. The Council may also provide for the replacement of any Bonds which shall become mutilated, or be destroyed or lost. Bonds may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

The proceeds of Bonds shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution.

To the extent it is not possible to issue the Bonds in a timely manner to accomplish the property acquisition component of the Project, the City is authorized to incur interim indebtedness for the purpose of such property acquisition and such interim indebtedness shall be repaid from the proceeds of the Bonds when issued. The interim indebtedness shall be secured by a covenant of the City to budget and appropriate legally available non-ad valorem revenues or in such other manner as is subsequently approved by the Council. This Ordinance shall constitute approval of any such interim ordinance for purposes of the City's charter.

Section 5. Taxing Power Pledged. Pursuant to the Resolution, the full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal of and interest on the Bonds. A direct annual tax without limit shall be levied by the City upon all taxable property within the City to make such payments. The Resolution shall require that provision be included and made in the City's annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the principal of and interest on the Bonds, as the same shall become due, to the extent and in the manner provided in the Resolution. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Taxes shall be levied and collected in accordance with all applicable law, including, but not limited to, the Referendum Ordinance. The City, pursuant to the Resolution, shall irrevocably pledge and grant a lien on the Ad Valorem Taxes and the moneys on deposit in any or all of the funds and/or accounts established under the Resolution, including investment earnings thereon.

Section 6. Remedies of Holders of Bonds. The holders of the Bonds, except to the extent the rights herein given may be restricted by the Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Resolution, to be performed by the City.

Section 7. Alternative Method. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

Section 8. General Authority. The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

Section 9. Severability. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

[Remainder of page intentionally left blank]

Section 10. Effective Date. This Ordinance shall take effect immediately upon its enactment.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida this ____ day of September 2026.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Gibson _____
Bogacz _____
Purdon _____

Carr _____
Corrie _____
Fullick _____
Fitzpatrick _____

Date filed with City Clerk: _____

ITEM TITLE: Approve a request from the Friends of the Bonita Estero Rail Trail to display the City's logo on their upcoming commemorative bike shirt, and authorize staff to facilitate the request accordingly.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: N/A

BACKGROUND:

The Friends of the Bonita Estero Rail Trail (BERT) has requested the use of the logos of the Village of Estero, Collier County, and the City of Bonita Springs on their upcoming commemorative bike shirt. The Village of Estero Council will be voting on the use of their logo at an upcoming meeting, and Collier County has declined participation because the request doesn't meet their criteria for use.

I am requesting Council's approval to allow the Friends of BERT to use the City's logo as described, and authorize staff to provide the appropriate logo file and support.

RECOMMENDATION: Approve the request from the Friends of the Bonita Estero Rail Trail to use the City's logo in the design of their commemorative bike shirt, and authorize staff to facilitate the request accordingly.

ATTACHMENTS:

REVIEWERS:

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

ITEM TITLE: Discussion regarding Council’s potential support and approval for two preliminary steps related to the possibility of developing downtown Bonita Springs into a more recognizable arts and cultural destination.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: N/A

Requested Council Action

I am requesting Council discussion regarding potential support for two preliminary steps related to the possibility of developing downtown Bonita Springs into a more recognizable arts and cultural destination.

1. Art in Public Places Snapshot

Ask City staff to assemble a brief snapshot of the Art in Public Places program using information already readily available in City records.

The snapshot would provide Council with basic information about the program’s responsibilities under the City ordinance, existing public art, activities and expenditures during the past two years, current financial resources and commitments, funding received through the City’s 1% capital-project provision during the past two years, and projects already approved or underway.

This is a request to assemble existing information. It is not a request for staff to conduct an audit, undertake historical research, evaluate the Art in Public Places program, develop an arts plan or make recommendations.

2. Artist Cottages

Support interested downtown business owners and community participants proceeding, at their own initiative, with conceptual design ideas for improving and potentially expanding the artist cottages downtown.

This is conceptual work only. It does not authorize construction, approve a particular design, commit City funds, or obligate the City to proceed with a project.

Purpose

These two steps would give all members of Council a better understanding of the City’s existing arts resources while encouraging community participation by focusing initially on a tangible opportunity — how the artist cottages might be improved and expanded to attract additional artists and bring more artistic activity downtown.

No new organization is proposed. No City funding is requested.

The longer-term question is whether Bonita Springs should develop a broader vision for downtown as an arts and cultural destination and, if so, how the City, Art in Public Places, Arts Bonita, interested downtown business owners and property owners, artists and other community participants might work together toward that vision.

Downtown Bonita Springs as an Arts and Cultural Destination

Connecting the Dots

The purpose of this Green Sheet is not to ask Council to approve an Arts District, create another organization, adopt a master plan or appropriate money. It proposes two preliminary steps: better understand the arts resources the City already has and encourage community participation around a tangible opportunity — improving and potentially expanding the artist cottages to attract additional artists downtown.

Understanding What We Already Have

The City's Art in Public Places program is an important existing resource and should be part of any future discussion about arts and culture in Bonita Springs.

This is a particularly useful time for all members of Council to have a common understanding of the program. Downtown is changing. Imperial Crossings presents significant redevelopment opportunities, BERT will create a new connection through the community and downtown, and the artist cottages, Liles Hotel and other downtown assets offer additional possibilities.

I therefore propose that staff assemble a brief **snapshot based on information already readily available in City records**, including:

- The City ordinance establishing Art in Public Places;
- Current Board membership and meeting minutes for the past two years;
- An existing inventory, if available, of City-owned public art;
- Projects and expenditures during the past two years;
- Current Art in Public Places account balances;
- Outstanding commitments and the resulting unencumbered balance;
- Amounts received through the City's 1% capital project provision during the past two years;
- Any Art in Public Places amounts presently accounted for within individual CIP project accounts;
- and
- Projects already approved or underway.

This is not an audit, historical study or evaluation of Art in Public Places. Nor is staff being asked to create new information, conduct research, develop a plan or make recommendations. It is simply a snapshot of information already available, so Council has a common factual starting point.

A Tangible Opportunity — The Artist Cottages

At the same time, interested downtown business owners and community participants would like to explore how the existing artist cottages might be improved and potentially expanded to attract additional artists and artistic activity downtown.

They should be encouraged to develop conceptual ideas.

This does not authorize construction, select a design, commit City funds or obligate the City to proceed. It simply allows interested members of the community to put ideas on paper, so everyone has something tangible to consider.

Nothing in this proposal is intended to duplicate or interfere with work already being undertaken or contemplated by Art in Public Places. If APP has already developed ideas concerning the artist cottages or the broader role of art downtown, those ideas should become part of the discussion. At the same

time, there is no reason to discourage interested members of the community from developing and contributing their own ideas.

The Larger Opportunity

Over time, the artist cottages, public art, Arts Bonita, Lile Hotel, Riverside Park, downtown businesses and restaurants, Imperial Crossings and BERT could reinforce one another and help make downtown a recognizable arts and cultural destination.

That does not require creating another organization or deciding today who should do what.

For now, we can connect the dots by understanding what we already have and allowing interested members of the community to explore one tangible opportunity.

Those are modest first steps. They can help us determine whether there is a larger opportunity worth pursuing.

RECOMMENDATION: Approve the two preliminary steps stated above related to the possibility of developing downtown Bonita Springs into a more recognizable arts and cultural destination.

ATTACHMENTS:

REVIEWERS:

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

ITEM TITLE: Discuss engaging a qualified parking consultant to conduct a Downtown Bonita Springs Parking Demand Study, and provide direction to staff accordingly.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: N/A

SUBJECT: Downtown Bonita Springs Parking Demand Study

REQUESTED ACTION: Direct staff to develop a scope of work and obtain competitive proposals from qualified parking consultants for a Downtown Bonita Springs Parking Demand Study. The study should evaluate existing parking supply and demand and project parking needs approximately five and ten years into the future, including seasonal variations in demand.

BACKGROUND

Downtown Bonita Springs is developing rapidly, and residents are increasingly asking a basic question: Where are people going to park?

Imperial Crossings is now under construction on property previously used for downtown and event parking, and the impact of that lost parking is already being felt.

At the same time, the City has invested substantially in Bandshell Park, Banyan Tree splash pad, and other downtown improvements intended to attract more people downtown. Continued residential, restaurant, retail, arts, entertainment, and commercial development will also affect future parking demand.

The future development of the Bonita Estero Rail Trail (BERT) should also be considered. BERT has the potential to increase tourism and downtown visitation, including bicyclists and walkers who may drive downtown, park, and use downtown as an access point to the trail.

TIMING

The study should address the significant seasonal nature of parking demand in Bonita Springs. Seasonal residents begin returning in substantial numbers during October and November, with demand increasing through the winter and spring before declining around May. Arrangements for the study should therefore begin now so the procurement process can move forward and the selected consultant can obtain meaningful information during the upcoming seasonal period.

PURPOSE

The study should answer three basic questions:

1. How much parking does Downtown Bonita Springs need today?
2. How much is likely to be needed in five and ten years?
3. Does the current or projected parking deficit justify proceeding with location analysis, planning, and preliminary design for structured parking?

The study should consider current and anticipated development, seasonal demand, BERT, downtown events, public improvements, changes in available parking supply, and practical parking-management alternatives. **This study would not authorize a parking structure, select a location, authorize design or construction, or address financing. It would determine whether there is sufficient need to move to the next step.**

FISCAL IMPACT

The cost of the study would be determined through the City's applicable competitive purchasing process. Staff would return to Council with the recommended consultant, scope of work, and cost for approval.

RECOMMENDATION: Direct staff to develop a scope of work and obtain competitive proposals for a Downtown Bonita Springs Parking Demand Study evaluating current, five-year, and ten-year parking needs, including seasonal demand and the potential impact of BERT, and return to Council with a recommended consultant, scope of work, and cost for consideration.

ATTACHMENTS:

1. ATTACHMENT A - Rationale and Suggested Scope, Downtown Bonita Springs Parking Demand Study

REVIEWERS:

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

ATTACHMENT A

RATIONALE AND SUGGESTED SCOPE

DOWNTOWN BONITA SPRINGS PARKING DEMAND STUDY

PURPOSE

Downtown Bonita Springs is undergoing significant public and private investment. With that success comes an increasingly important question: **Will downtown have sufficient parking to serve residents, businesses, visitors, and future development?**

The purpose of the proposed study is to answer that question before the City begins considering specific locations, designs, construction, or financing of a parking structure.

The study should provide Council with an independent, professional assessment of:

- Parking demand today;
- Projected parking demand approximately five years from now;
- Projected parking demand approximately ten years from now; and
- Whether the current or projected parking deficit is sufficient to justify proceeding with location analysis, planning, and preliminary design for structured parking.

The study should not begin with the assumption that a parking structure is necessary. It should determine whether the facts demonstrate a need for one.

WHY THE STUDY IS NEEDED

The downtown parking situation is changing rapidly. Imperial Crossings is under construction on property previously used for downtown and event parking. The loss of that parking is not a future possibility. Residents and visitors are already experiencing its impact.

At the same time, the City has made substantial investments intended to make downtown more attractive and increase its use. These include improvements to Bandshell Park and Banyan Tree Square, the splash pad, and other public amenities.

Private investment is occurring as well. Residential development, restaurants, retail, arts and entertainment uses, and other commercial activity will continue to affect both the number of people coming downtown and the length of time they remain there.

The question is therefore larger than whether adequate parking exists on a particular day today. The City needs to understand where downtown parking is headed.

SEASONAL DEMAND

Any analysis of parking in Bonita Springs must recognize the substantial difference between seasonal and summer demand.

Seasonal residents begin returning in greater numbers during October and November. Population, restaurant activity, tourism, downtown events, and general activity increase through the winter and spring before declining around the beginning of May.

Parking observations made primarily during the summer could therefore significantly understate the demand the City must accommodate during much of the year.

The consultant should propose an appropriate methodology for measuring and evaluating:

- Summer and off-season conditions;
- The return of seasonal residents during the fall;
- Peak winter and spring demand;
- Weekday and weekend conditions;
- Daytime and evening demand; and
- Major downtown events.

The analysis should distinguish between normal peak-season demand and extraordinary special-event demand.

The objective should not necessarily be to construct enough permanent parking for the largest event of the year. However, neither should the City plan its future parking system around summer conditions when seasonal demand is substantially lower.

WHY BEGIN NOW

Timing matters. Seasonal residents will begin returning in significant numbers during October and November. Developing a scope of work, completing the City's competitive purchasing process, selecting a consultant, and beginning the study will take time.

Beginning the process now provides the best opportunity for the selected consultant to observe actual conditions as seasonal demand develops and continues through the winter and spring.

Waiting several months could mean losing part of an important data-collection period and requiring the consultant to reconstruct conditions that could instead have been directly observed.

FIVE- AND TEN-YEAR OUTLOOK

The study should not simply count today's cars and apply a general population growth percentage.

Downtown Bonita Springs is changing. A useful forecast should consider known and reasonably anticipated changes that could affect both parking supply and demand, including:

- Residential development under construction, approved, or reasonably anticipated;
- Restaurants, retail, arts, entertainment, commercial, and other downtown uses;
- The loss of property previously available for parking as a result of Imperial Crossings;
- Increased utilization of Bandshell Park and Banyan Tree Square;
- The splash pad and other public improvements;
- Future redevelopment of downtown properties;
- Downtown events and activities;
- Seasonal population and tourism;
- Changes in public and private parking supply; and
- The development and use of the Bonita Estero Rail Trail (BERT).

Because forecasting ten years into the future necessarily involves uncertainty, the consultant should use reasonable assumptions, ranges, and scenarios rather than imply a level of precision that cannot be supported.

BERT AND FUTURE PARKING DEMAND

BERT has the potential to affect downtown parking in ways that do not exist today. The trail can become an additional attraction for residents and visitors and potentially contribute to downtown tourism and economic activity. While some people will reach BERT by bicycle or on foot, others can reasonably be expected to drive to an access point, park their automobiles, and then walk or bicycle the trail.

Downtown Bonita Springs could become one of those destinations and access points.

The study should therefore consider potential parking demand from bicyclists, walkers, families, visitors, and tourists who drive downtown before using BERT.

The consultant should also consider parking duration and turnover. Someone visiting a restaurant or store may occupy a space for a relatively short period. Someone who parks downtown before walking or bicycling BERT could occupy a parking space for several hours.

BERT users may also combine trail use with restaurants, shopping, parks, arts and cultural activities, and other downtown destinations. The economic activity generated by the trail could therefore create additional parking demand beyond parking used solely for trail access.

The study should reasonably evaluate this potential without assuming a specific level of BERT usage that cannot yet be supported by actual experience.

EXISTING PARKING SUPPLY

The study should establish a reliable inventory of parking serving downtown and how that parking is actually being used. The consultant should consider, as appropriate:

- Public parking;
- On-street parking;
- Private parking serving individual developments and businesses;
- Employee parking;

- Shared parking;
- Parking currently available to the general public;
- Parking that has recently been lost or restricted; and
- Parking that could reasonably be expected to disappear through future development or redevelopment.

Counting spaces alone is not sufficient. The study should examine **utilization, location, accessibility, turnover, and the relationship between available spaces and the destinations generating the demand.**

PARKING MANAGEMENT ALTERNATIVES

The consultant should consider practical opportunities to improve utilization of existing parking, including shared parking and other reasonable parking-management measures.

However, the study should recognize that opportunities to create substantial additional downtown capacity through management measures appear limited.

Parking management should therefore be considered as part of the analysis, but it should not become a substitute for answering the principal question: **How much parking capacity will downtown actually need?**

THE DECISION COUNCIL NEEDS TO MAKE

The final report should translate the technical analysis into information Council can use to make a policy decision. At a minimum, Council should be able to understand:

Current Need: Is there an existing parking shortage, and if so, approximately how large is it and when does it occur?

Five-Year Need: Based upon reasonably anticipated development and activity, what parking deficit is likely approximately five years from now?

Ten-Year Need: What range of parking demand should the City reasonably anticipate approximately ten years from now?

Timing: If additional parking capacity will be required, approximately when will it be needed?

Location of Demand: Where within downtown is the greatest demand likely to occur?

Structured Parking: Is the projected deficit large and sustained enough to justify proceeding to the next phase of evaluating a parking structure?

The consultant should provide ranges or scenarios where appropriate. Council does not need an artificially precise prediction of the number of spaces that will be needed ten years from now. It needs sufficient information to understand the likely magnitude of the need and whether action should begin.

WHAT COMES NEXT

If the study concludes that structured parking is warranted, Council could then decide whether to proceed with a separate phase addressing such matters as potential locations, capacity, preliminary planning, and initial design.

Only after those questions have been addressed would Council need to consider whether a particular project should be constructed and how it might be financed.

The intended decision sequence is:

- 1. Determine Need**
- 2. Determine Timing and Capacity**
- 3. Evaluate Potential Locations**
- 4. Undertake Planning and Preliminary Design**
- 5. Decide Whether to Construct**
- 6. Determine an Appropriate Financing Approach**

The proposed parking study addresses Step 1 and provides information necessary to determine whether the City should proceed to the subsequent steps.

CONCLUSION

Downtown Bonita Springs is developing rapidly. Parking formerly available at the Imperial Crossings property is already being lost. The City has invested substantially in downtown amenities designed to attract people. Additional private development is underway, and BERT has the potential to create another important source of downtown visitation and tourism.

At the same time, the City's seasonal population creates parking demand that cannot be accurately understood from a snapshot taken during the summer.

The City does not need to decide today whether to build a parking structure.

It does need to determine whether current and reasonably anticipated future parking demand indicates that it should begin planning for one.

A professional parking demand study examining today, five years from now, and ten years from now would provide Council with the information necessary to make that decision based upon data rather than assumptions.

ITEM TITLE: Discussion regarding potential coordination with FDOT, Lee County, the Village of Estero, and appropriate emergency-management agencies regarding the potential effects of the multi-year I-75 widening project on Bonita Springs.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: N/A

SUBJECT: I-75 Widening — Regional Coordination and Bonita Springs Readiness

Purpose: Discussion with Council regarding potentially providing direction for staff to coordinate with FDOT, Lee County, the Village of Estero and appropriate emergency-management agencies regarding the potential effects of the multiyear I-75 widening project on Bonita Springs and determine whether any Bonita-specific issues require additional attention.

Background: FDOT is beginning a major multi-year widening and improvement project on I-75 through Collier and Lee counties, Lee County and emergency-management agencies may already have construction traffic-management, incident-response, hurricane evacuation and post-storm recovery plans addressing the potential effects of this work. The City should not duplicate that planning.

The first step should be to understand what work has already been completed, how Bonita Springs fits into those plans, who is responsible under different circumstances, and whether any significant gaps affecting Bonita Springs remain.

One issue deserving particular attention is whether I-75 congestion or incidents could result in significant regional pass-through traffic using Old 41 through Downtown Bonita Springs and the Terry Street roundabout.

Requested Direction: Direct staff to:

- Coordinate first with FDOT, Lee County, the Village of Estero and appropriate emergency-management agencies to identify and review existing plans for construction traffic management, incident response, hurricane evacuation and post-storm recovery during the I-75 project.
- Determine the anticipated roles of Bonita Beach Road, U.S. 41, Imperial Parkway/Livingston Road and Old 41 during normal construction, major incidents and hurricane evacuations.
- Understand which agency has responsibility for traffic management and decision-making under each circumstance.
- Determine whether existing planning considers the potential effects of navigation applications directing regional traffic onto local roads.
- Determine whether existing plans adequately address Downtown Bonita Springs, Old 41 and the Terry Street roundabout.
- Identify any Bonita-specific gaps and recommend additional monitoring, planning or action only where necessary.
- Report back to Council following the initial coordination and review, preferably before construction significantly affects traffic patterns in the Bonita Springs area.

Fiscal Impact: No significant fiscal impact is anticipated from the initial coordination and review. Any recommendation involving additional studies, consultant services or capital expenditures would be brought back to Council for consideration.

RECOMMENDATION: Direct staff to coordinate with FDOT, Lee County, the Village of Estero and appropriate emergency-management agencies regarding the potential effects of the multiyear I-75 widening project on Bonita Springs and determine whether any Bonita-specific issues require additional attention.

ATTACHMENTS:

1. ATTACHMENT: I-75 Widening — Regional Coordination and Bonita Springs Readiness

REVIEWERS:

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

ATTACHMENT: I-75 Widening — Regional Coordination and Bonita Springs Readiness

FDOT is beginning a major, multi-year widening and improvement project on I-75 through Collier and Lee counties. The project raises reasonable questions for Bonita Springs about normal traffic, Downtown Bonita, hurricane evacuation and post-storm recovery.

Bonita Springs should not begin by creating another transportation or emergency-management plan.

FDOT, Lee County Department of Transportation, Lee County Emergency Management and neighboring jurisdictions may already have done much of this work. They may already have construction traffic-management plans, designated diversion routes, incident-response procedures and hurricane evacuation plans that take I-75 construction into account.

Our first job should be to find out.

Start With Coordination

Staff should coordinate with FDOT, Lee County, the Village of Estero and appropriate emergency management agencies and ask some straightforward questions:

What plans already exist?

How will traffic be managed during the major phases of I-75 construction?

Where is traffic expected to go when construction or a major accident substantially reduces I-75 capacity?

What roles are expected for U.S. 41 and Imperial Parkway/Livingston Road?

Who is responsible for making traffic-management decisions during normal construction, a major highway incident and a hurricane evacuation?

How does the construction plan coordinate with existing hurricane evacuation and emergency-management plans?

What provisions exist for post-storm access by emergency responders, utility crews, fuel deliveries, debris contractors and returning residents?

If FDOT, Lee County and other agencies already have good answers, **Bonita Springs should use their work rather than duplicate it.**

The Bonita-Specific Question

There is one issue the City should make certain is not overlooked: **Old 41 through Downtown Bonita Springs.**

Years of City investment have been directed toward making Downtown Bonita a place where people can walk, bicycle, dine, shop and gather.

The City should determine whether significant I-75 congestion could unintentionally turn Old 41 into a regional bypass through Downtown Bonita and the Terry Street roundabout.

We should not assume that will happen. FDOT or Lee County may already have evaluated it. The purpose of this review is to find out.

There is also a relatively new complication. Motorists increasingly follow Google Maps, Apple Maps, Waze and similar navigation systems rather than official detour signs. An official diversion route therefore may not determine where traffic actually goes.

The City should ask how construction closures, major incidents and preferred diversion routes are communicated to navigation providers and whether existing planning anticipates navigation systems directing significant regional traffic onto Old 41.

Destination traffic is desirable for Downtown Bonita. Excessive regional pass-through traffic may not be.

Hurricane Evacuation and Resilience

The same coordination should include hurricane evacuation. Southwest Florida's large population and limited number of north-south and east-west routes can make a major evacuation a lengthy process. A major hurricane will not wait for I-75 construction to be completed.

The City should understand how different stages of I-75 construction affect existing regional evacuation plans and what provisions exist to maximize highway capacity when a major evacuation is anticipated.

Particular attention should be given to I-75, Bonita Beach Road, Corkscrew Road, Imperial Parkway/Livingston Road and U.S. 41.

During an actual evacuation, life safety comes first. Old 41 may need to carry whatever traffic circumstances require. That makes understanding its potential role—and the capacity of the Terry Street roundabout—even more important.

What Happens When Two Things Go Wrong?

Resilience planning should not assume that problems occur one at a time.

What happens if a major accident occurs on I-75 while portions of the highway are already constrained by construction?

What happens if construction coincides with flooding, wildfire or an approaching major hurricane?

What happens if an evacuation is underway and an accident blocks part of the available highway capacity?

The City should determine whether existing regional plans have considered these overlapping events and whether Bonita Springs has any particular vulnerabilities.

Don't Forget Getting Back In

Resilience does not end when residents evacuate. After a major hurricane, police, fire and EMS personnel, FPL and communications crews, fuel trucks, debris contractors, construction equipment and eventually residents must be able to move back into the community.

Regional planning should therefore address **post-storm access and recovery as well as evacuation.**

Fill Gaps — Don't Duplicate Work

The City's approach should be straightforward:

- First, find out what FDOT, Lee County, Emergency Management and neighboring jurisdictions have already planned.
- Second, understand Bonita Springs' place in those plans and who is responsible when circumstances change.
- Third, determine whether there are gaps affecting Bonita Springs—particularly Old 41, Downtown Bonita, the Terry Street roundabout and hurricane evacuation and recovery.
- Fourth, address only those gaps that actually require City action.

The objective is not to create another City transportation plan or duplicate work already performed by FDOT, Lee County, Emergency Management or neighboring jurisdictions.

The objective is to understand the regional plan, understand Bonita Springs' place in it, know who is responsible when conditions change, identify any gaps affecting our community, and address only those gaps that actually require City action.

If the regional planning already addresses these issues adequately, that is a good answer.

If it does not, it is far better to discover that before four-plus years of I-75 construction significantly affect traffic in our area—or before the next major hurricane threatens Southwest Florida.

ITEM TITLE: Repayment of BG Mine Impact Fees.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: City Attorney

STRATEGIC PRIORITY: N/A

BACKGROUND: Pursuant to the City's settlement agreement with BG Mine, LLC and BE 278, LLC., settling multiple litigation actions approved December 4, 2019, the City agreed to forgo the payment of road impact fees relating to the development known as Bonita Grande Mine (now Vivid Shores). The waiver of road impact fees was in recognition of the City's limited commitment to major road improvements in the east Bonita and Terry Street network as well as the developers obligation to improve portions of Bonita Grande Drive and intersections improvements on Bonita Grande Drive and East Terry Street.

Stock Development Grande Shores LLC, a current builder of Vivid Shores, paid road impact fees in error of 20 homes and Community Development collected those fees in error. The City is required under the terms of the settlement agreement to repay all road impact fees collected for this development, approximately \$247,000. All other required impact fees are retained by the City and collectable under the settlement agreement.

STAFF RECOMMENDATION: Approve repayment of erroneously collected impact fees.

ATTACHMENTS: Settlement Agreement

REVIEWERS:

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

SETTLEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

(collectively, the "Litigation").

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

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

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

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

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

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

Section 3. **Obligations of BGM and BE 278.**

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

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

Section 4. **Obligations of the City.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. Further Understandings and Agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) To BGM:

Rodney Welty
142 West Station Street
Barrington, Illinois 60010

With a copy to:

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

(b) To BE 278:

Rodney Welty
142 West Station Street
Barrington, Illinois 60010

With a copy to:

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

(c) To the City:

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

With a copy to:

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

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

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

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

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

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

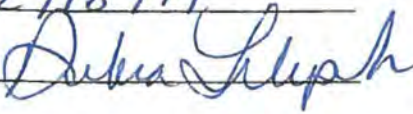
IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement to be effective upon the execution by all parties and as provided in this Agreement.

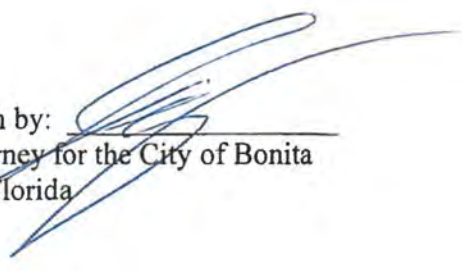
CITY OF BONITA SPRINGS, FLORIDA

By: 

Title: Mayor

Dated: 12/18/19

Certified: 

Approved in form by: 

City Attorney for the City of Bonita
Springs, Florida

WITNESSES

Debra Filipek
Print Name: _____

[Signature]
Print Name: NED DEWHINST

BG Mine, LLC, a Florida limited liability company,

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

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

By: [Signature], Pres
Date: 12/17/19

STATE OF FLORIDA

COUNTY OF Lee

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

(Notary Seal)



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

WITNESSES

Debra Filipek
Print Name: _____

NED DEWHAIST
Print Name: _____

BE 278, LLC, a Florida limited liability company,

By: David McArdle

Its: Manager

Date: 12/17/19

STATE OF FLORIDA

COUNTY OF Lee

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

(Notary Seal)



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

Exhibit A

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

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



Brunns & Brunns, Inc.

1072 South Shumaker North
Naples, Florida 34102
(941) 861-3855
Corporation No.
L.B. 3241

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

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

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



Applicant's Legal Checked

by *gms* 1/25/02

PAGE 1 OF 2

DCI 2001-00065

4



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

Exhibit B

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

BG MINE, LLC, a Florida
Limited Liability Company,

Plaintiff,

v.

Case No. 17-CA-004036

CITY OF BONITA SPRINGS,

Defendant.

MEDIATED SETTLEMENT AGREEMENT

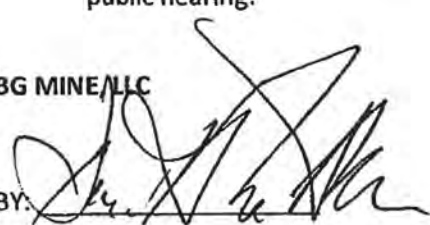
Pursuant to the Mediation Conference held on August 27, 2019, at City Hall, 9101 Bonita Beach Road, Room 118, Bonita Springs, Florida 34135, the parties agree as follows:

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

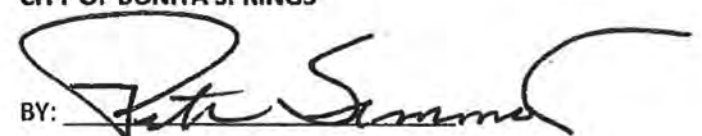
3. The City agrees to allow 650 residential units, plus related on-site commercial, recreation, and management facilities (not trip-generating) as necessary, on the future residential development on the property currently known as BG Mine.
4. The City will waive road impact fees for said future development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

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

BG MINE/LLC

BY: 

CITY OF BONITA SPRINGS

BY: 

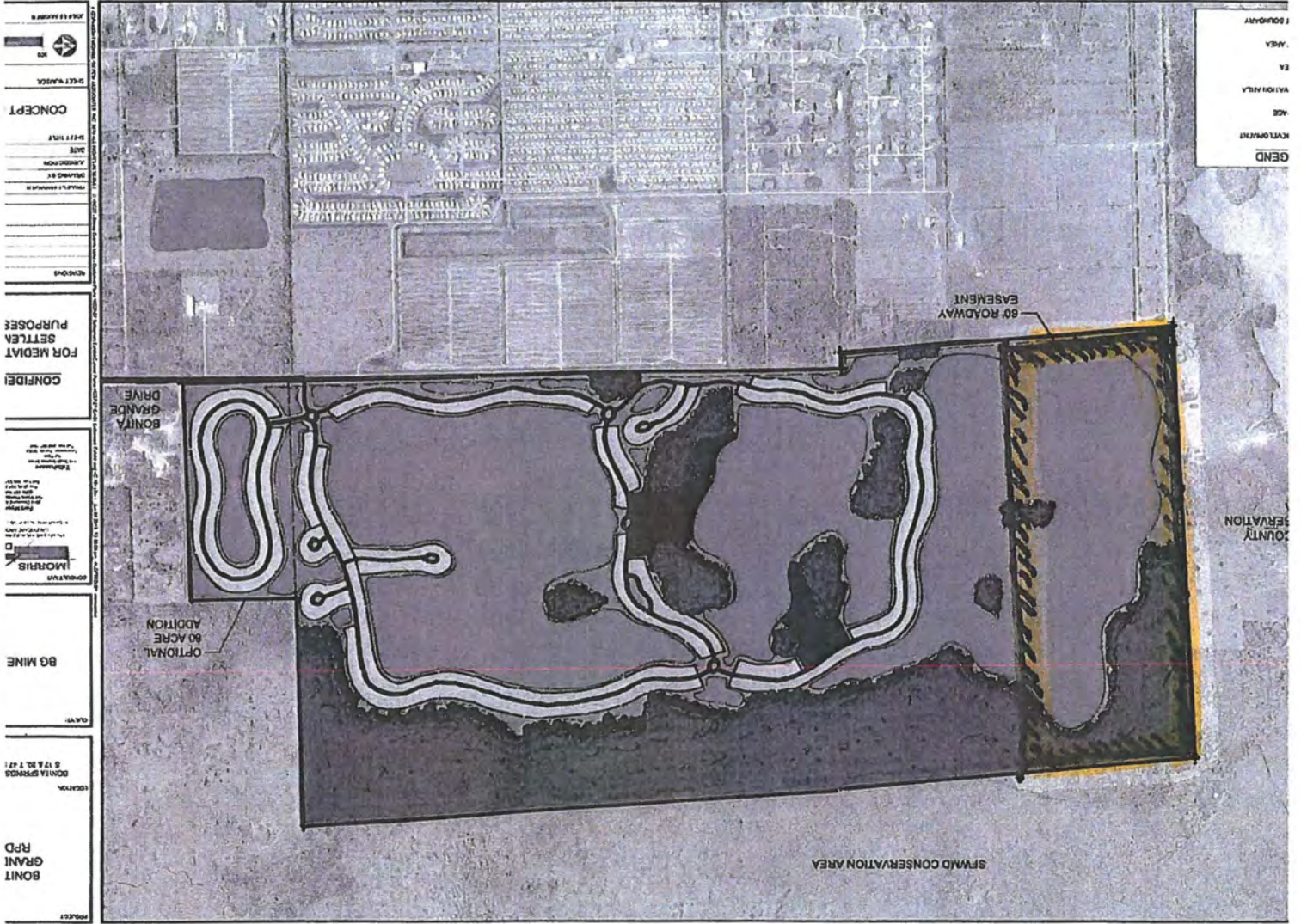


EXHIBIT A

Exhibit C



EXHIBIT C

Exhibit D

JOINT USE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commented [DPR1]: Not sure what this was for?

Witness Signature

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF _____

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

My Commission Expires:

BGM:

BG MINE, LLC, a Florida limited liability company

By: _____

Its: _____

Date: _____

Notary Public

Print/Type Name of Notary

Commission No. _____

ATTEST:

By: _____
City Clerk

Approved as to Form and Legal
Sufficiency

By: _____
Derek Rooney, City Attorney

CITY:

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

By: _____

EXHIBIT "A"
Legal Description of Mine Property

EXHIBIT "B"
Sketch of Lake Park

EXHIBIT "C"
Permitted Uses for Lake Park

Parks:

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

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

Parking Lot, accessory to park use

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

Signs in accordance with Chapter 6

Vacant Land Contract

1. **Sale and Purchase:** BE 278, LLC ("Seller")
and CITY OF BONITA SPRINGS ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: [NONE]

Legal Description:

+/- 248 ACRES EAST OF INTERSTATE 75 AND SOUTH OF THE BONITA SPRINGS UTILITIES FACILITY AS LEGALLY DESCRIBED IN THE ADDENDUM ATTACHED HERETO.

SEC 24 /TWP 47 /RNG 25 of Lee County, Florida. Real Property ID No.: 10585070

including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 4,989,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Moore, Bowman & Reese, P.A.

Escrow Agent's Contact Person: S. William Moore, Esq.

Escrow Agent's Address: 551 N. Cattlemen Road, Suite 100, Sarasota, FL 34232

Escrow Agent's Phone: (941) 365-3800

Escrow Agent's Email: bmoore@mbrfirm.com (and copy to ksasse@mbrfirm.com)

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)

after Effective Date \$ -0-

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period \$ _____

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ _____

(d) Other: \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 4,989,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____

prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the

calculation: _____

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

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

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 1 of 7 pages.

VAC-11 Rev. 8/17

Licensed to Alta Star Software and ID: D-1159492244.TWGY.109967

Software and added formatting © 2019 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© Florida Realtors®

51 **5. Financing: (Check as applicable)**

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

53* (b) ~~☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)~~

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

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

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

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

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

79* LN# _____ in the approximate amount of \$ _____ currently payable at
80* \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a

81* ☐ fixed ☐ other (describe) _____

82* interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the
83* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
84* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
85* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
86* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
87* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

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

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

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

99* (Check one) ☒ **Seller's** ☐ **Buyer's** expense and

100* (Check one) ☒ within 20 days after Effective Date ☐ at least _____ days before Closing Date,

101* (Check one)

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

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

VAC-11 Rev 6/17

Licensed to Alta Star Software and ID: D-1159492244, TWGY 109967

Software and added formatting © 2019 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© Florida Realtors®

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

- (b) **Title Examination:** After receipt of the title evidence, Buyer will, within 20 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
- (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

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

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

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

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

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

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 3 of 7 pages.

VAC-11 Rev 6/17

Licensed to Alta Star Software and ID: D-1159492244.TWGY.109967

Software and added formatting © 2019 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© Florida Realtors®

~~and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.~~

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

~~(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.~~

~~☐ Buyer waives the right to receive a CCCL affidavit or survey.~~

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

(a) **Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 7)

Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 7)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

~~Insurance~~

Other: _____

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

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

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

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

VAC-11 Rev 6/17

Licensed to Alta Star Software and ID: D-1159492244.TWGY.109967

Software and added formatting © 2019 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© Florida Realtors®

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) NONE (Seller's Broker)
will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify): N/A

(b) NONE (Buyer's Broker)
will be compensated by ☐ Seller ☐ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of compensation ☒ other (specify): N/A

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 6 of 7 pages.

VAC-11 Rev 6/17

Licensed to Alta Star Software and ID: D-1159492244.TWGY.109967

© Florida Realtors®

Software and added formatting © 2019 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

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

343 COUNTER-OFFER/REJECTION

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

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

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

350* Print name: _____

351* Buyer: _____ Date: _____

352* Print name: _____

353 Buyer's address for purpose of notice:

354* Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135

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

356* Seller: BE 278, LLC Date: 12/17/19

357* Print name: David A. McArthur

358* Seller: _____ Date: _____

359* Print name: _____

360 Seller's address for purpose of notice:

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

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

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

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer (RS) and Seller (DM) acknowledge receipt of a copy of this page, which is 7 of 7 pages.
VAC-11 Rev 8/17 © Florida Realtors®
Licensed to Alta Star Software and ID: D-1159492244.TWGY.109967
Software and added formatting © 2019 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

ALTA
STAR
SOFTWARE

**ADDENDUM
TO
VACANT LAND CONTRACT**

SELLER: BE 278, LLC

BUYER: CITY OF BONITA SPRINGS

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

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

Seller and Buyer further agree as follows:

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

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

SELLER:

BE 278, LLC

By: _____

David A. McArdle, Manager

BS

Date: _____

DATE: 12/17/19

BUYER:

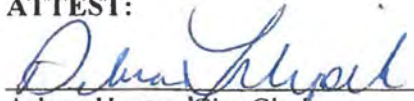
CITY OF BONITA SPRINGS

By: 

Peter Simmons, Mayor

Date: 12 / 17 / 19

ATTEST:


Arlene Hunter, City Clerk

APPROVED AS TO LEGAL FORM:

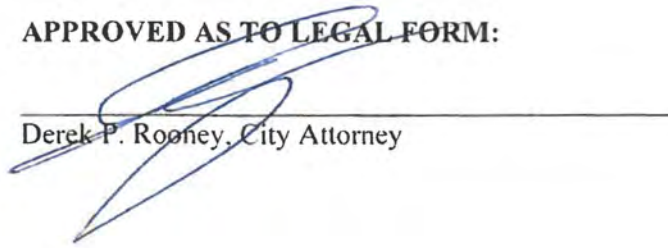

Derek P. Rooney, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

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

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

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

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

Subject to:

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

EXHIBIT "A"

TITLE EXCEPTIONS

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

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

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

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

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

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

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

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

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

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

Unrecorded Farming Lease(s).

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

**(as referened in Deed Recorded on January 2, 2018, at
Instrument No. 2018000000234, Official Records of Lee County, Florida)**

Grantor's Reserved Easements

Reserved Easement No. 1

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

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

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

Reserved Easements Nos. 2 and 3

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

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

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

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

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

[Space Above This Line For Recording Data]

Warranty Deed

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

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

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

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

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

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

Subject to:

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

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

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

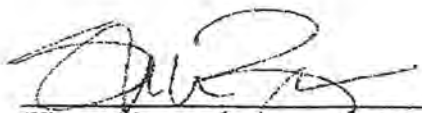
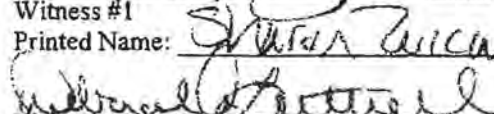
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully

DoubleTimes

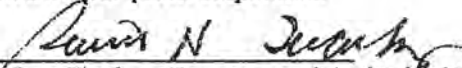
warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

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

Signed, sealed and delivered in our presence:


Witness #1
Printed Name: STUART LUTTRELL

Witness #2
Printed Name: DEBORAH A. LUTTRELL

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

By: 
Robert Sharkey, Secretary and Authorized Person

(Corporate Seal)

State of Florida
County of Lee

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

[Notary Seal]


Notary Public

Printed Name: DEBORAH A. LUTTRELL

My Commission Expires: _____



EXHIBIT "A"

TITLE EXCEPTIONS

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

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

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

EXHIBIT B

Grantor's Reserved Easements

Reserved Easement No. 1

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

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

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

Reserved Easements Nos. 2 and 3

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

SCHEDULE 1

30 Foot South Reserved Easement Area

Schedule 1

PROPERTY DESCRIPTION

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

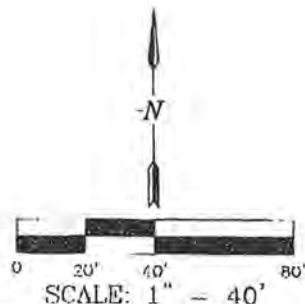
COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 25 SOUTH 1°06'58" EAST, A DISTANCE OF 1292.38 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID EAST LINE SOUTH 01°06'58" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°01'00" WEST, A DISTANCE OF 330.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2356, PAGE 1116, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID LANDS NORTH 01°06'58" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°01'00" EAST, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,887 SQUARE FEET, MORE OR LESS.

LEGEND:

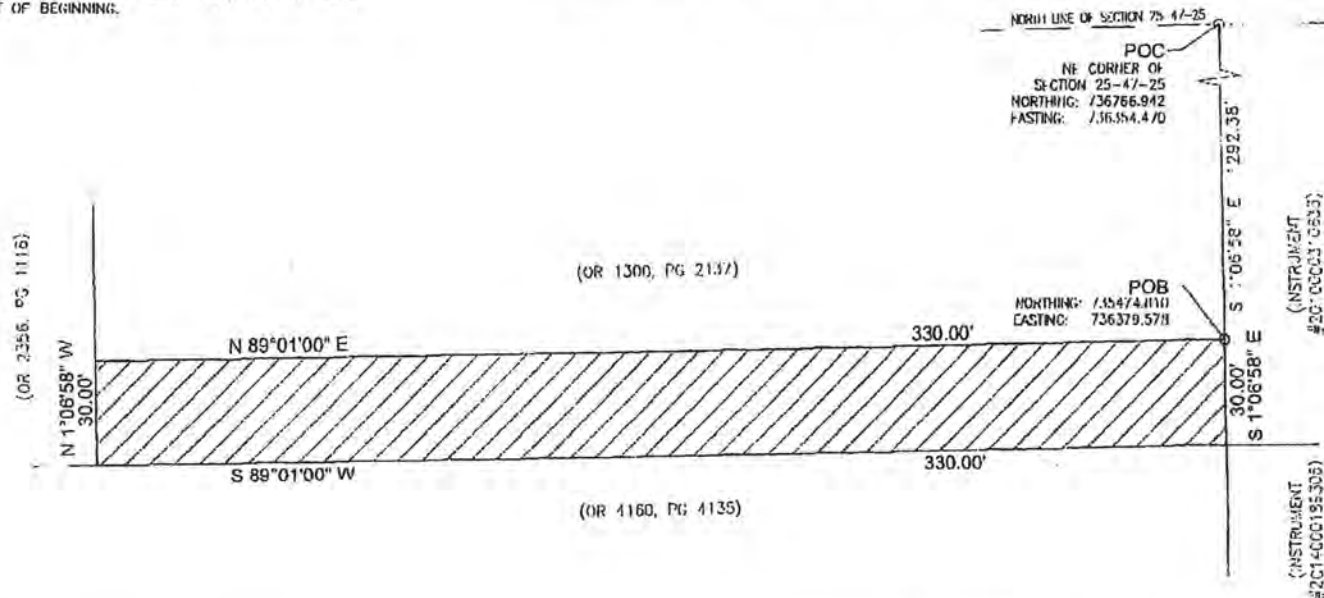
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
OR OFFICIAL RECORDS BOOK
116 PLAT BOOK
PG PAGE(S)
FPL FLORIDA POWER & LIGHT



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

NOTES:

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



THIS IS NOT A SURVEY

SKETCH AND DESCRIPTION

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

11/30/17
(DATE SIGNED)

David Lee
DAVID L. SANTOBY JR., P.E.
FL. LICENSE #6761
FOR THE FIRM

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



GradyMinor

O. Grady Minor and Associates, P.A.
3000 Via Del Rey
Bonita Springs, Florida 34134

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

SCHEDULE 1

G:\SURVEY\PROJECT SURVEY 2017\172 - BSU EASEMENTS\SURVEY\17-172-BSU 30' S SL.DWG

SCHEDULE 2

100 Foot East Reserved Easement Area

Schedule 2

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND ALSO BEING THE EAST 100.00 FEET OF AN EXISTING 200.00 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1400, PAGE 2157 AND OFFICIAL RECORDS BOOK 408, PAGE 696, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SECTION 25 SOUTH 01°06'58" EAST, A DISTANCE OF 1,322.98 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2157, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°01'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°06'58" WEST, A DISTANCE OF 1,321.98 FEET TO A POINT ON THE NORTH LINE OF SECTION 25; THENCE ALONG SAID NORTH LINE NORTH 88°47'23" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.04 ACRES, MORE OR LESS.

NOTES:

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

THIS IS NOT A SURVEY

*NOT VALID WITHOUT
SHEETS 1, 2 OF 2*

DRAWN BY:	ALH
CHECKED BY:	ILS
JOB CODE:	181006
SCALE:	N/A
DATE:	9 NOVEMBER 2017
FILE:	17-172-BSJ 100' E SL
SHEET:	1 of 2

**GradyMinor**

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

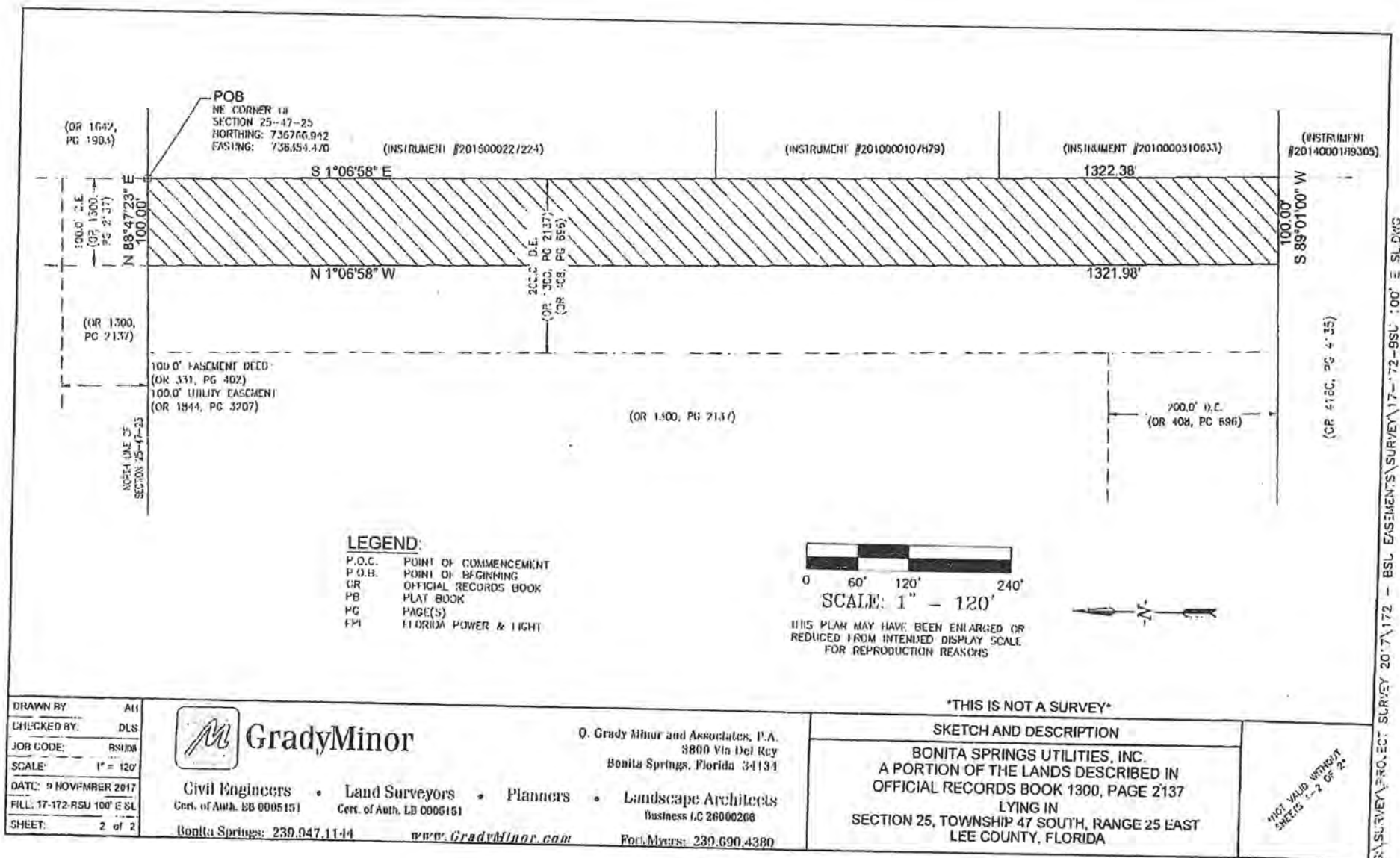
Civil Engineers • Land Surveyors • Planners • Landscape Architects
 Cert. of Auth. EB 0005151 Cert. of Auth. LJS 0005151 Business LG 20000266
 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION

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

11/30/17
DATE SIGNED

Donald C. Santerre
DONALD C. SANTERRE JR., P.S.M.
FL LICENSE #6761
FOR THIS FILE



G:\SURVEY\PROJECT SURVEY 2017\172 - BSL EASEMENTS\SURVEY\17-72-BSL-00' E SL.DWG

SCHEDULE 3

200 Foot South and East Reserved Easement Area

PROPERTY DESCRIPTION

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

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SECTION 25 SOUTH 01°06'58" EAST, A DISTANCE OF 1,322.38 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS SOUTH 89°01'00" WEST, A DISTANCE OF 330.00 FEET TO SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1300, PAGE 2137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 01°06'58" WEST, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING DRAINAGE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 408, PAGE 696, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 89°01'00" EAST, A DISTANCE OF 130.00 FEET TO A POINT ON THE WEST LINE OF SAID 200.00 FOOT WIDE DRAINAGE EASEMENT; THENCE ALONG SAID WEST LINE NORTH 01°06'58" WEST, A DISTANCE OF 1,171.58 FEET TO A POINT ON THE NORTH LINE OF SECTION 25; THENCE ALONG SAID NORTH LINE NORTH 88°47'23" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.67 ACRES, MORE OR LESS.

NOTES:

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

THIS IS NOT A SURVEY

*NOT VALID WITHOUT
SHEETS 1-2 OF 2*

SKETCH AND DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 408, PAGE 696

LYING IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

11/30/17
DATE SIGNED

David L. Santen
DAVID L. SANTEN, P.S.M.
FL LICENSE #5781
FOR THE FIRM

DRAWN BY: AH
CHECKED BY: DLS
JOB CODE: BSU00
SCALE: N/A
DATE: 9 NOVEMBER 2017
FILE: 17-172-200 DE SL
SHEET: 1 of 2

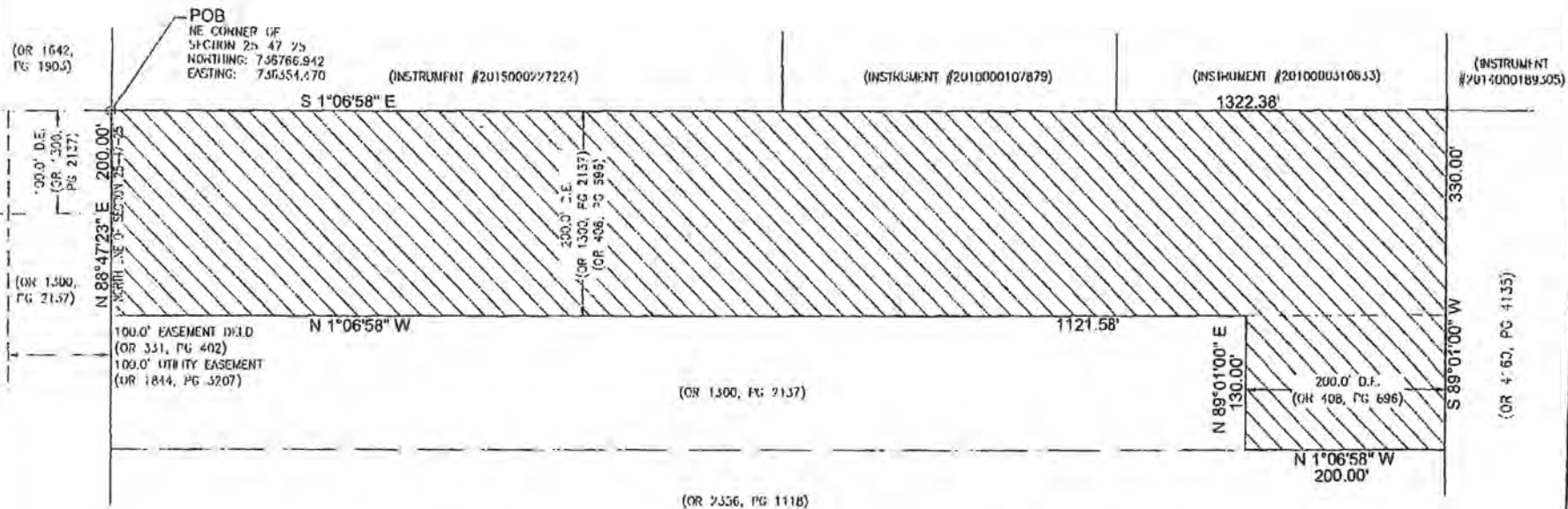


GradyMinor

D. Grady Minor and Associates, P.A.
3800 Via Del Key
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. LB 0005151 Cert. of Auth. LB 0005151 Business LC 26000206
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SCHEDULE 3
SURVEY PROJECT - SURVEY 2017-172 - BSU EASEMENTS SURVEY 17-172-200 DE SL 300



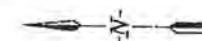
LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
OR OFFICIAL RECORDS BOOK
MB METEOR BOOK
PG PAGE(S)
FFL FLORIDA POWER & LIGHT



SCALE: 1" = 120'

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



THIS IS NOT A SURVEY

SKETCH AND DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN
OFFICIAL RECORDS BOOK 408, PAGE 696

LYING IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

NOT VALID WITHOUT
SHEET 1-2 OF 2

DRAWN BY: AH
CHECKED BY: DLS
JOB CODE: BS1008
SCALE: 1" = 120'
DATE: 9 NOVEMBER 2017
FILE: 17-172-200 DE SL
SHEET: 2 of 2



GradyMinor

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

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. BS 0005151 Cert. of Auth. LR 0005151 Business LC 20000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

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

SCHEDULE 4

Adjacent Property

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

Exhibit G I

LICENSE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Licensee:

City of Bonita Springs

Licensors:

BG Mine, LLC

Address: 9101 Bonita Beach Road
Bonita Springs, FL 34135

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

- 12. No Partnership or Lease.** It is agreed that nothing contained in this License shall be deemed or construed as creating a partnership, joint venture, the relationship of landlord or tenant or a leasehold interest in the Licensed Premises.
- 13. No Waiver of Sovereign Immunity by Parties.** Notwithstanding any other provision of this License to the contrary, nothing in this License, nor any action taken by Licensors or Licensee, pursuant to this License nor any document or decision which arises out of this License shall not constitute or be construed as a waiver of the sovereign immunity or governmental immunity of the Licensors, and its officers and employees.

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

[REMAINDER OF THIS PAGE IS BLANK]

CITY OF BONITA SPRINGS:

Date Signed: _____

ATTEST:

Peter Simmons, Mayor

CITY CLERK

Derek Rooney, City Attorney

BG Mine, LLC, a Florida limited liability company,

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

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

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

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

(Notary Seal)

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

Appendix A:

Appendix B:

Exhibit G2

LICENSE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

Licensee:
City of Bonita Springs

Licensor:
BE 278, LLC

Address: 9101 Bonita Beach Road
Bonita Springs, FL 34135

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

- 13. No Partnership or Lease.** It is agreed that nothing contained in this License shall be deemed or construed as creating a partnership, joint venture, the relationship of landlord or tenant or a leasehold interest in the Licensed Premises.
- 14. No Waiver of Sovereign Immunity by Parties.** Notwithstanding any other provision of this License to the contrary, nothing in this License, nor any action taken by Licensor or Licensee, pursuant to this License nor any document or decision which arises out of this License shall not constitute or be construed as a

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

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

[REMAINDER OF THIS PAGE IS BLANK]

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

CITY OF BONITA SPRINGS:

Date Signed: _____

ATTEST:

Peter Simmons, Mayor

CITY CLERK

Derek Rooney, City Attorney

BE 278, LLC, a Florida limited liability company,

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

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

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

(Notary Seal)

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

Appendix A:

**BONITA GRANDE MINE
COMPREHENSIVE PLAN AMENDMENT
DRAFT PROPOSED TEXT AMENDMENT**

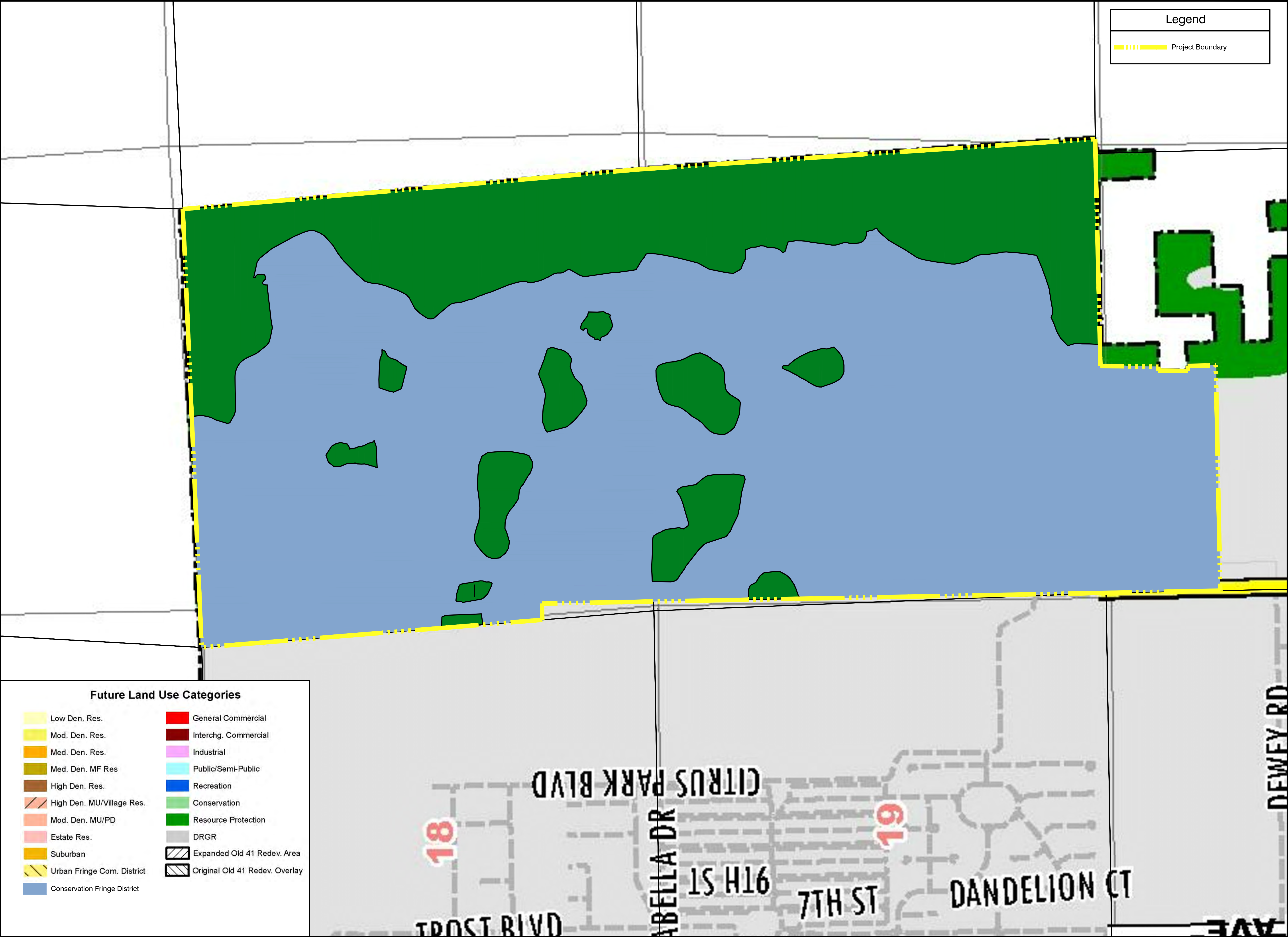
Policy 1.1.27: Conservation Fringe. This category is intended to recognize geographic areas that a) include an existing vested mining operation; and b) are adjacent or proximate to lands with significant environmental resource and habitat values. As of the date of the adoption of the Conservation Fringe District, zero (0) acres have been designated as Conservation Fringe District; although the City anticipates that approximately 1,348 acres may ultimately be designated as Conservation Fringe District. The City recognizes that existing mines provide a regional supply for lime rock needs and help to minimize the impacts of new mines on the environment, surrounding land uses and roadways. Once mining is completed, the reclamation / redevelopment of the land must occur such that it is compatible with the adjacent or proximate environmental lands. Allowable land uses are limited to conservation uses; agriculture; excavation (existing vested mining operation only); residential uses at a maximum density of 0.52 dwelling units per gross acre along with accessory amenity building and private recreational areas; public uses; non-profit public recreational uses; and essential services needed for the health, safety, and general welfare of the community such as lift stations, utility lines, potable/non-potable wells and equipment and appurtenances necessary for such systems to furnish adequate levels of service. Notwithstanding Future Land Use Element Policy 1.1.2.c and Conservation/Coastal Management Element Policy 15.1.5, wetland and resource protection acres are eligible to be counted as part of the gross acreage for density purposes, but all density must be clustered on the permitted upland portion and/or disturbed land of an approved master concept plan for the reclamation/redevelopment plan. Contiguous property under common ownership of the existing vested mining operation may be included in the Conservation Fringe District up to a maximum of 10% of the existing vested mining operation area for residential purposes only. The cumulative total number of units for all properties designated as Conservation Fringe District shall not exceed a maximum of 700 units. Development within this Conservation Fringe District must adhere to the following innovative design and planning conditions:

1. The property (including contiguous property if applicable) shall be rezoned to a Planned Development. If the property is already zoned Planned Development, the Planned Development shall be amended to comply with the requirements of this Policy no later than completion of the existing mining operation (if applicable) but no later than 12/31/2041.
2. The Planned Development rezoning shall include a minimum of 60% open space calculated over the net project area, not including existing mining lakes and public road right-of-way, and shall implement the following, to the maximum extent feasible:
 - a) Restoration and accommodation of existing and historical regional flow ways;
 - b) Restoration and accommodation of existing and historic groundwater levels;
 - c) Restoration and preservation of wetlands;
 - d) Restoration and preservation of indigenous upland habitats; and
 - e) Where applicable, provision of critical wildlife connections to adjacent conservation areas.

3. A proposed enhanced lake management plan for lakes created by mining activities shall be provided at the time of the Planned Development rezoning. The enhanced lake management plan shall be in addition to any previously approved lake management or reclamation plan for the property, and shall include, at a minimum, the following:
 - a) Application of best management practices for fertilizers and pesticides;
 - b) Provision for erosion control and lake bank stabilization;
 - c) Establishment of lake maintenance requirements; and
 - d) Establishment of an education program for any homeowners' association for the property regarding such issues as restricted lake uses, fertilizer use, lake bank planting requirements, and best management practices.
4. Through the Development Order process, a site specific ecological and hydrological restoration plan shall be developed, which shall include, at a minimum, the following:
 - a) Excavation and grading plans;
 - b) Analysis of hydrological improvements and water budget for both land surface and subsurface; and
 - c) For areas previously farmed or impacted by mining activities and proposed for preservation or conservation, replanting plans, habitat restoration plans, success criteria, and long-term monitoring and maintenance plans.
5. A Conservation Easement for each preservation area shall be platted as part of a master plat for the property and dedicated to the appropriate maintenance entity which has been approved by the City.
6. Indigenous management plans shall address human-wildlife coexistence and buffers between development areas and preservation/conservation areas.
7. Landscaping shall use Florida Friendly Planting with low irrigation requirements in Common Elements.
8. A minimum of 1.5 inches of water quality treatment shall be provided for the developed areas of the project.
9. Stormwater runoff shall be directed into treatment areas prior to discharge to mining lakes that provide additional storage for 0.5 inches of runoff for the developed area.
10. Existing vested mining uses shall be eliminated within an appropriate phasing schedule as part of the Planned Development rezoning approval but no later than 12/31/2041.
11. Existing or proposed public potable water wells shall be protected.
12. On-site and off-site improvements to transportation infrastructure needed to mitigate the traffic impacts of the Planned Development rezoning shall be provided, subject to any prior agreements. These improvements shall use, insofar as is practical, low impact roadway design, linear filter marsh retention elements, and other "green" roadway design features as applicable.
13. The Planned Development project shall connect to public water and sewer service provided by Bonita Springs Utilities and shall connect to reclaimed water if available.
14. Written verification as to adequate public services for the Planned Development rezoning shall be obtained from the Bonita Springs Fire Control & Rescue District, the Lee County Sheriff's Office, the Lee County Emergency Medical Services, and the Lee County School District.

15. The proposed Planned Development rezoning shall not result in material, detrimental impacts to existing or future potable water supply resources.
16. Golf course use is prohibited.

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



Legend

Project Boundary

PROJECT:

BONITA
GRANDE MINE

LOCATION:

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

CLIENT:

BG MINE, LLC

CONSULTANT:

MORRIS
DEPEW

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
FL CA NO. 6632 / FL CERT NO. LB6691 / LC26000330

Fort Myers

2014 Cleveland Avenue
Fort Myers, Florida 33901
(239) 337-9993
Fax: (239) 337-3994
Toll free: 866-337-7341

Tallahassee

113 South Monroe Street
1st Floor
Tallahassee, Florida 32301
Toll free: 866-337-7341

Destin

495 Grand Boulevard
Suite 209
Miramar Beach, FL 32550
Toll free: 866-337-7341

REVISIONS	DATE
PROJECT MANAGER:	TME
DRAWING BY:	CJV
JURISDICTION:	BONITA SPRINGS
DATE:	11/18/2019
SHEET TITLE:	
PROPOSED FUTURE LAND USE MAP	
SHEET NUMBER:	EX-003
500 0 250 500 SCALE 1"=500'	
JOB/FILE NUMBER:	16027

© COPYRIGHT MORRIS DEPEW ASSOCIATES, INC. 2019 ALL RIGHTS RESERVED. G:\16027 - Bonita Grande Mine - Calabrook\Plans\Exhibits\16027 EX-003 PROPOSED FLU MAP - 80 ACRES.dwg 4/PROJ FLU MAP - Nov 18 2019 10:15:38 am PLOTTED BY: Cve/Vacke

Exhibit I

BG MINE RESIDENTIAL PLANNED DEVELOPMENT PARAMETERS

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

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

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

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

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

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

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

Reservation or Dedication of Land.

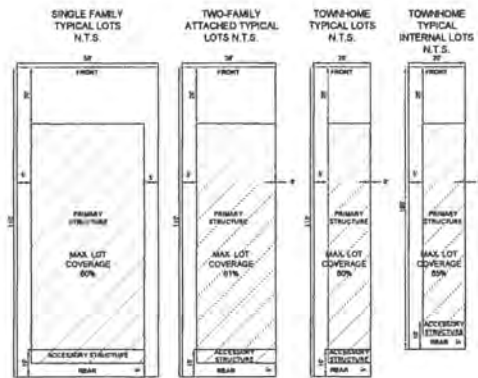
- **Environmental Lands:** The land designated as a preserve or conservation easement per the existing FDEP Environmental Resource Permit or any of the Option Property designated as a preserve or conservation easement as a condition of zoning will be managed by a CDD or by a master homeowner's association.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

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

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

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

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



25 FT SETBACK FROM SIDEWALKS
PLANT COORDINATION REQUIRED

A LOT TYPICAL

25 FT SETBACK FROM SIDEWALKS
PLANT COORDINATION REQUIRED

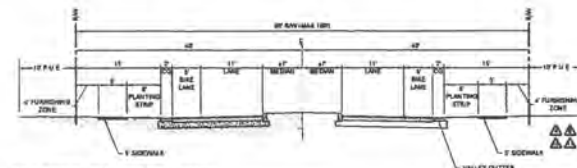
SCALE: N.T.S.



B TYPICAL ROUNDABOUT DETAIL

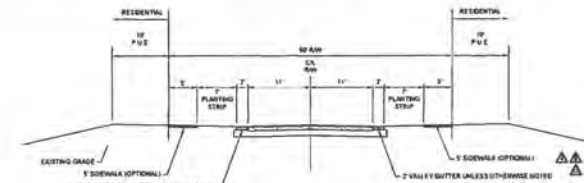
NOTE:
TYPICAL WATERING AND DRAIN LAYOUT PER FOOT GREENBOOK

SCALE: N.T.S.



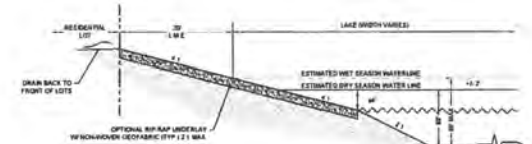
C TYPICAL PRIVATE ENTRY ROAD

SCALE: 1"=10'



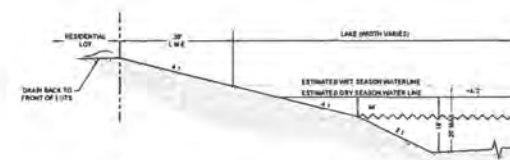
D TYPICAL PRIVATE, LOCAL ROAD

SCALE: 1"=10'



E TYPICAL LAKE SECTION - MINE LAKE

SCALE: N.T.S.



F TYPICAL LAKE SECTION - WATER RETENTION

SCALE: N.T.S.

PROJECT
**BONITA GRANDE
RESIDENTIAL
PLANNED
DEVELOPMENT**

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

CLIENT
BG MINE, LLC

CONSULTANT
MORRIS DEPEW
LANDSCAPE ARCHITECTS
1111 South Main Street
Fort Myers, Florida 33901
Tel: 888.557.7341
Fax: 888.557.7341
Email: info@morrisdepew.com

DESIGN
1111 South Main Street
Fort Myers, Florida 33901
Tel: 888.557.7341
Fax: 888.557.7341
Email: info@morrisdepew.com

REVISIONS	DATE

PROJECT MANAGER: **MM**
DRAWING BY: **CJV**
JURISDICTION: **BONITA SPRINGS**
DATE: **10/06/2019**

SHEET TITLE
**MASTER CONCEPT
PLAN NOTES**

SHEET NUMBER: **C-501**

JOB FILE NUMBER: **16027-08**



REVISONS	DATE
PROJECT MANAGER	MMW
DRAWING BY	CJV
JURISDICTION	BONITA SPRINGS
DATE	10/31/2019
SHEET TITLE	
MASTER CONCEPT PLAN NOTES	
SHEET NUMBER:	C-502
JOB/FILE NUMBER	16027-08

Bonita Grande
Residential Planned Development
Schedule of Uses

ACCESSORY USES AND STRUCTURES

BOAT DOCKS

DWELLING UNITS:

SINGLE-FAMILY

TWO FAMILY ATTACHED

TOWNHOUSE

MULTI-FAMILY

ZERO-LOT LINE

ENTRANCE GATES AND GATEHOUSE

ESSENTIAL SERVICES

ESSENTIAL SERVICE FACILITIES - GROUP I ONLY

EXCAVATION:

WATER RETENTION

MINING (EXISTING ONLY)

FENCES, WALLS

HOME OCCUPATION

MODELS:

MODEL DISPLAY CENTER

MODEL HOME

MODEL UNIT

MULTI-FAMILY PARCELS ON MINING LAKES ONLY

MULTI-SLIP DOCKING FACILITY

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

REAL ESTATE SALES

RECREATIONAL FACILITIES, PERSONAL

RESIDENTIAL ACCESSORY USES

SIGNS IN ACCORDANCE WITH CHAPTER 6

TEMPORARY USES - TEMPORARY SALES, TEMPORARY CONSTRUCTION

Amenity Areas

ACCESSORY USES AND STRUCTURES

ADMINISTRATIVE OFFICES

BOAT RAMPS AND DOCKAGE, NOT MARINA

BOAT RENTAL

COMMUNICATION FACILITY, WIRELESS

CONSUMPTION ON PREMISES

CLUBS, CLUBHOUSE – PRIVATE

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

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

PARKS:

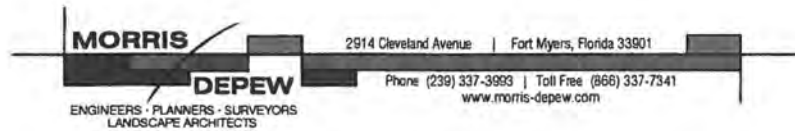
GROUP I – LIMITED TO FISHING PIERS; NATURE or WILDLIFE PRESERVES;
PASSIVE RECREATIONAL AND EDUCATIONAL ACTIVITIES INCLUDED, BUT NOT
LIMITED TO HIKING, NATURE TRAILS AND SIMILAR ACTIVITIES REQUIRING FEW OR
NO ON-SITE FACILITIES

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

PARKING LOT, ACCESSORY TO PARK USE

RECREATIONAL FACILITIES, COMMERCIAL GROUP III – LIMITED TO PASSIVE RECREATIONAL
AND EDUCATIONAL ACTIVITIES INCLUDING BUT NOT LIMITED TO HIKING, NATURE TRAILS
AND SIMILAR ACTIVITIES REQUIRING FEW OR NO ON-SITE FACILITIES

SIGNS IN ACCORDANCE WITH CHAPTER 6



Bonita Grande RPD
Property Development Regulations

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

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

Exhibit J

ESTIMATED PLAN AMENDMENT & RPD TIME-FRAMES

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

ESTIMATED PLAN AMENDMENT & RPD TIME-FRAMES

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

ITEM TITLE: Adopt the City of Bonita Springs Parks Master Plan with the inclusions of the BERT and Sun Trail projects into the final plan.

REQUESTOR: Nicole Perino, Director, Parks and Recreation

AGENDA SECTION: City Manager

STRATEGIC PRIORITY: 3) Enhance Community Aesthetics, Parks and Facilities

BACKGROUND:

On July 16, 2024, City Council approved a Parks Master Plan planning grant from the Lee County Recovery and Resiliency Planning Program as part of the U.S. Housing and Urban Development Community Development Block Grant – Disaster Recovery (HUD CDBG-DR) direct allocation as a result of Hurricane Ian's devastation to Lee County.

On November 7, 2024, the City received five (5) sealed Letters of Interest for the City's Park Master Plan Study RFP 24-08. The Selection Committee met on November 26, 2024, to evaluate the submittals. After review, the committee short-listed three (3) of the firms and recommended that they prepare presentations. The Committee met on December 11, 2024, and heard presentations. Following the presentations, Berry Dunn was ranked as the number one firm. On March 5, 2025, City Council awarded the contract to Berry, Dunn, McNeil & Parker, LLC (Berry Dunn).

The Parks Master Plan reflects over a year of community engagement, technical analysis, and coordination with City staff and leadership. The Parks Master Plan is an establishment of the direction for Bonita Springs' parks, facilities, programs, and services over the next 10 to 15 years.

A thorough review was conducted of the city's current park system. The team at Berry Dunn, with the assistance of RVi Planning and Landscape Architecture, conducted onsite reviews of every park and preserve, assessed facility conditions as well as reviewed maintenance and staffing practices. Additional research examined how well the park system served Bonita Springs neighborhoods, how alternative providers fill the gaps, and how accessible facilities are for residents with disabilities or sensory needs. The Parks Master Plan was developed in coordination with the City's existing planning framework by using the City's Comprehensive plan sets for parks and recreational facilities, the 2023 Evaluation and Appraisal report (EAR) as well as the City's Bicycle Pedestrian Master Plan.

On August 19, 2026, the city's consultant of Berry Dunn provided a presentation to City Council for discussion and direction to staff on the draft Parks Master Plan. City Council directed staff to include the Bonita Estero Rail Trail (BERT) project as well as the Estero Blvd. Sun Trail project into the final Parks Master Plan before adoption.

A copy of the final Parks Master Plan is on file in the City Clerk's office.

STAFF RECOMMENDATION: Accept the inclusion of the BERT and Sun Trail projects into the Parks Master Plan and adopt final Parks Master Plan.

ATTACHMENTS: BERT and Sun Trail information

REVIEWERS:

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

Bonita Estero Rail Trail (BERT)

BERT is a planned multi-use trail that will transform an inactive rail corridor into a continuous route for walking, bicycling, running, and other forms of recreation. Extending approximately 11.4 miles between Bonita Springs and Estero, with roughly 5.8 miles located within the city limits, the trail has the potential to become one of the region’s most significant active transportation and recreation corridors. The trail will help connect neighborhoods, parks, schools, businesses, and community destinations while providing a safer alternative to traveling along major roadways.

In August 2026, Bonita Springs voters approved the bond referendum needed to fund the City’s share of the corridor acquisition, demonstrating strong community support for the project and allowing the City to move forward with land acquisition efforts and subsequent planning and design activities. The approval represents a major milestone toward preserving the rail corridor for public use and advancing a long-envisioned regional trail connection. While additional steps remain, including acquisition, design, permitting, and construction, BERT is expected to play an important role in expanding the City’s trail network, improving pedestrian and bicycle connectivity, and increasing access to parks and recreational opportunities throughout Bonita Springs and the surrounding area.

This project supports many of the goals identified throughout this master plan by enhancing connectivity, reducing barriers to non-motorized travel, and strengthening links between residents and recreational amenities across the community.



Estero Boulevard SUN Trail

The Estero Boulevard SUN Trail is a planned off-road shared-use path that will provide a safer and more connected route for people walking and bicycling between Fort Myers Beach and Bonita Springs. The project is being supported through SUN Trail grant funding and is intended to create a dedicated trail along the Gulf side of Estero Boulevard, connecting the areas around Big Carlos Pass, Little Carlos Pass, and New Pass.

The project is currently in the design phase. The County has completed approximately 30 percent of the design, and those plans are presently undergoing an electronic review process for comments and feedback. At this stage, detailed public renderings or conceptual drawings have not yet been developed, so the final appearance of the trail and its surrounding features is still being refined.

Based on the current plans, the completed trail is expected to consist primarily of a 12-foot-wide shared-use path located on the Gulf side of Estero Boulevard. The path will provide an off-road facility for pedestrians and bicyclists, improving connectivity between the communities while keeping users separated from roadway traffic. At the South end of the trail, the path will connect to existing infrastructure along Hickory Boulevard.

The project remains subject to additional design development and review before construction can begin. As the design advances, additional information about the trail’s appearance, features, and construction will become available. Current planning anticipates continued progress toward construction in the coming years, with the project ultimately creating a continuous, off-road connection along this portion of Estero Boulevard.



ITEM TITLE: Presentation of Community Development activity and business-permit reports for August.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 6) Government Transparency & Efficiency

BACKGROUND:

John Dulmer, Director, Community Development Department, will present activity and business-permit reports for August 2026.

STAFF RECOMMENDATION: Receive reports.

ATTACHMENTS:

Community Development activity and business-permit reports for August 2026.

REVIEWERS:

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

Community Development

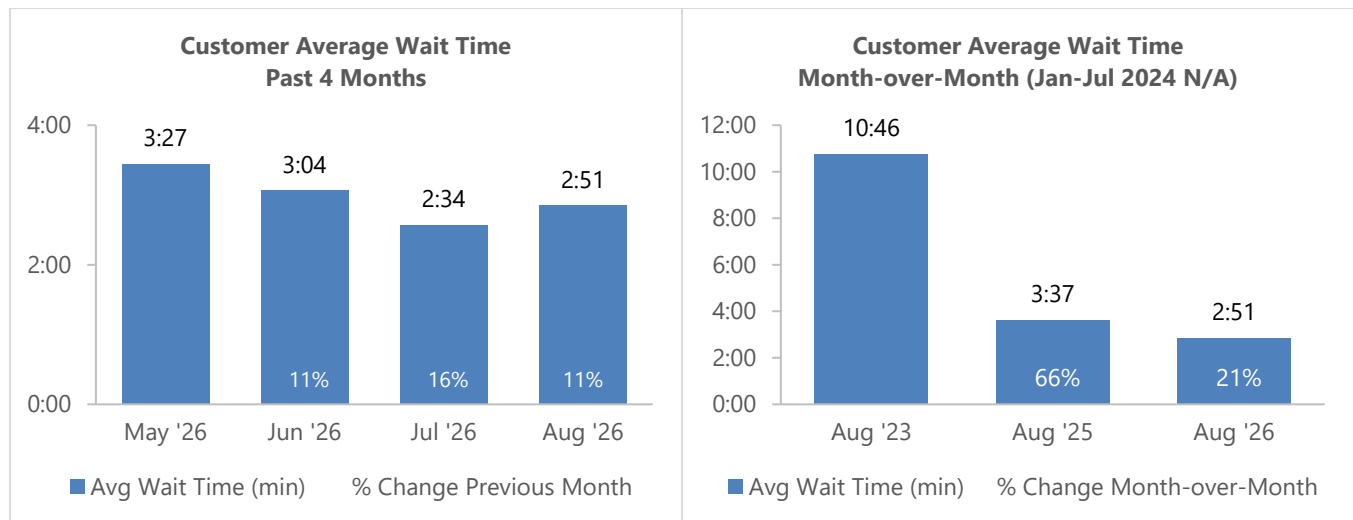
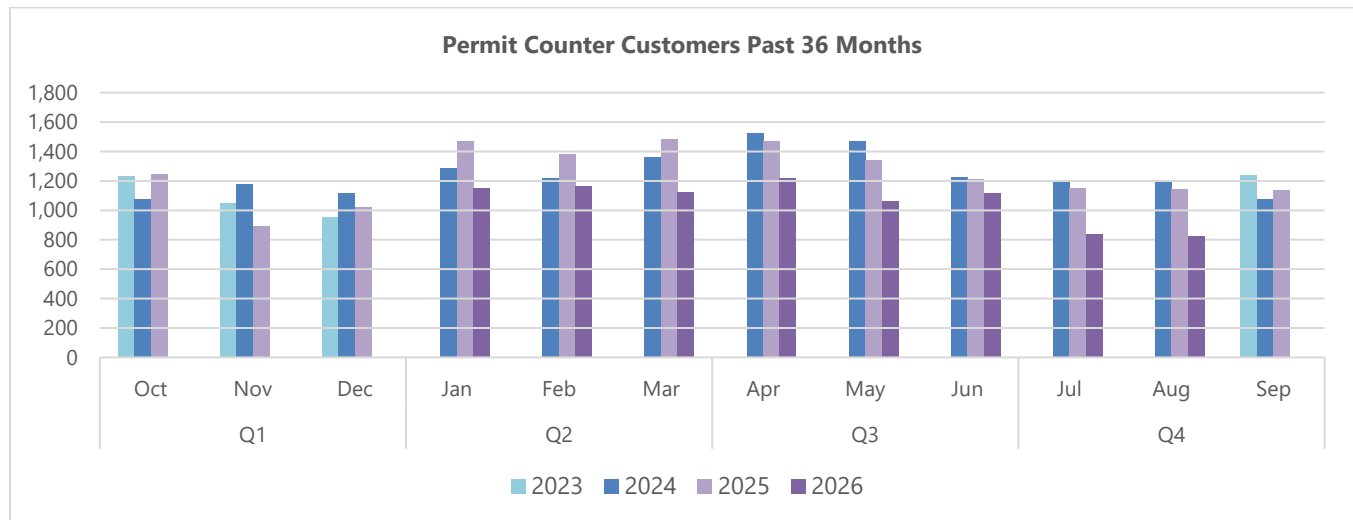
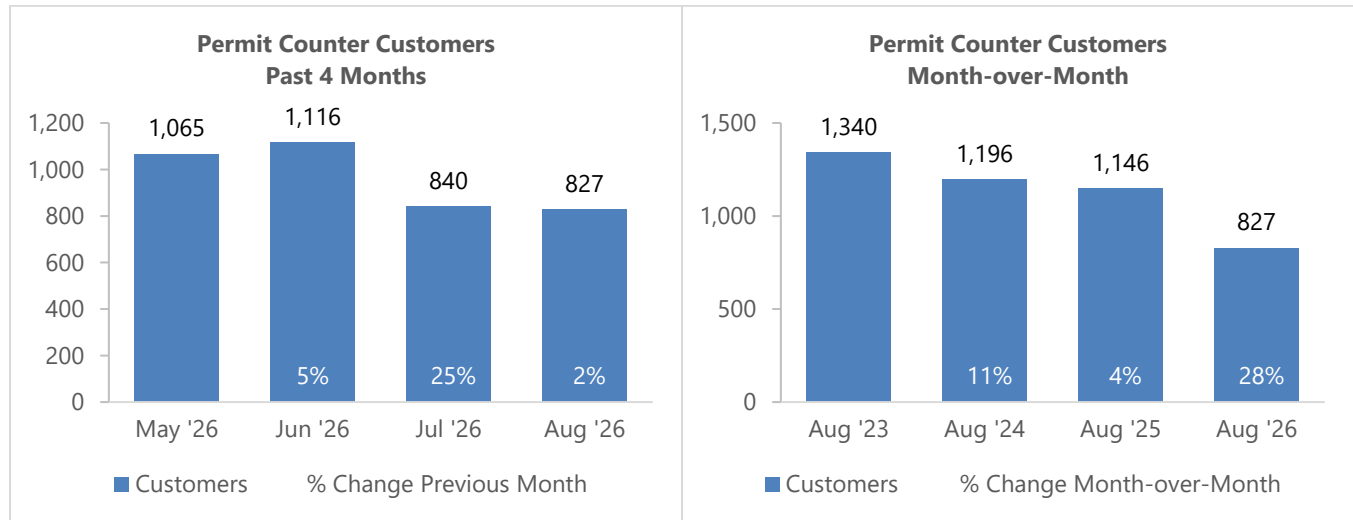
Prepared for:

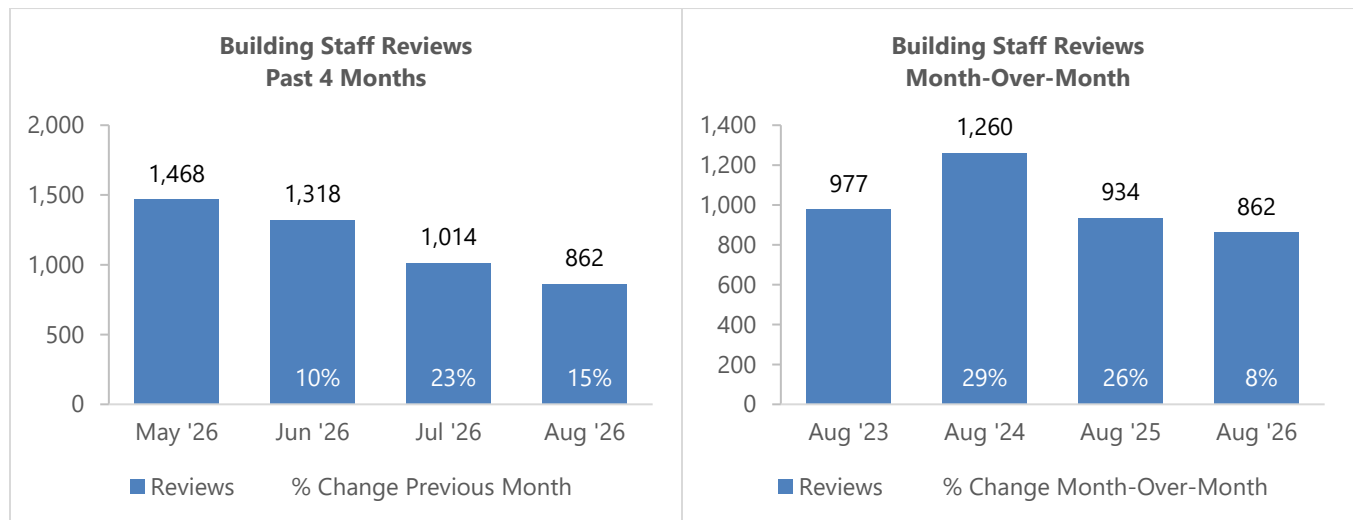
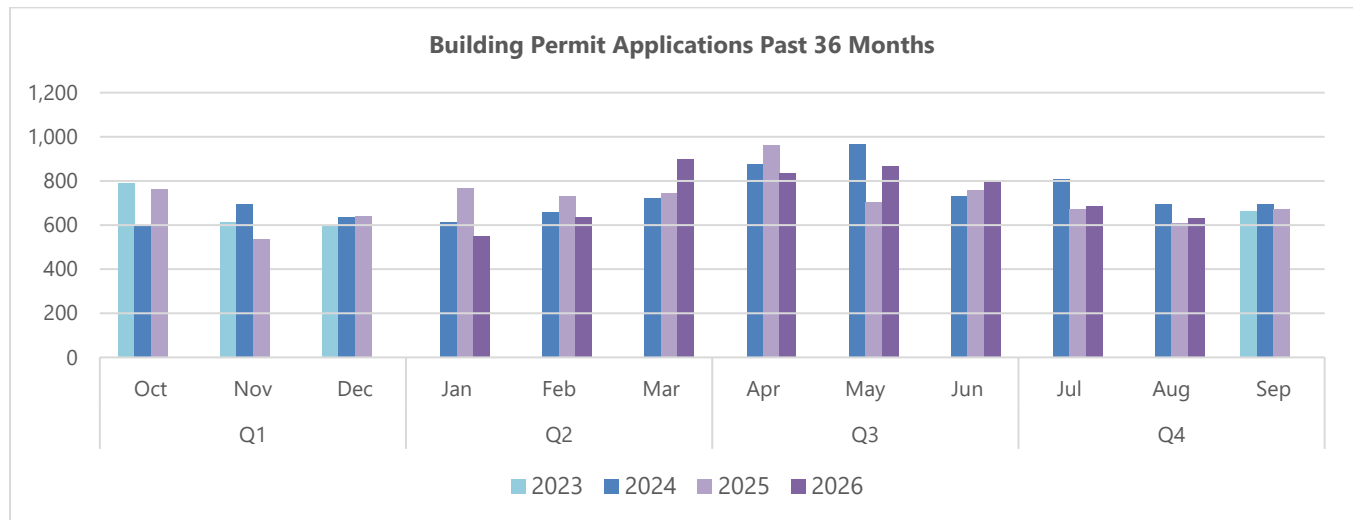
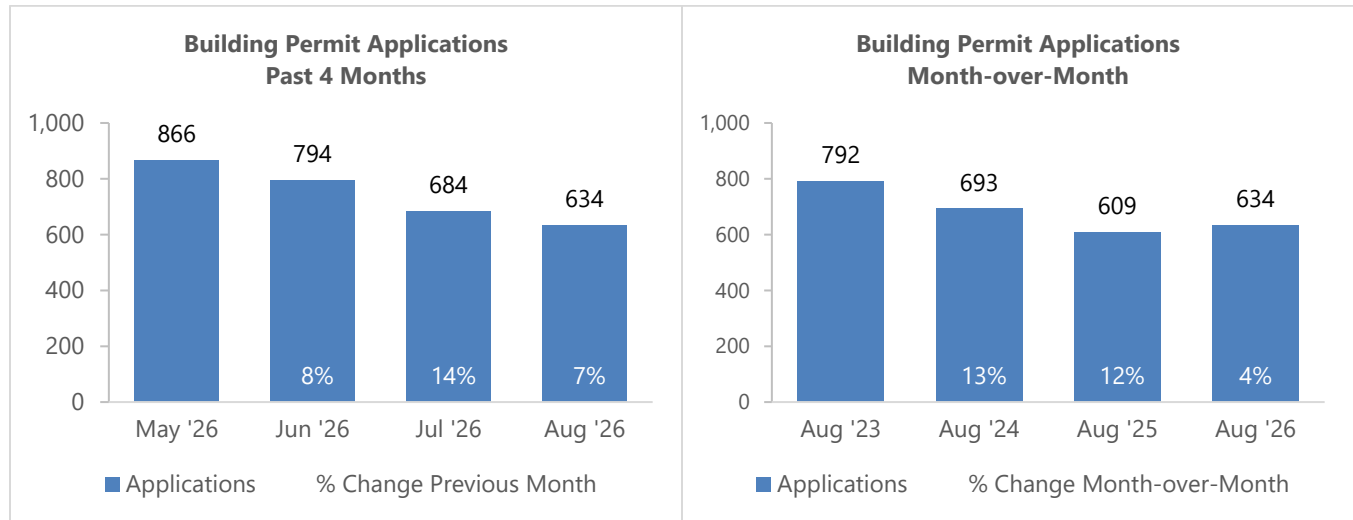


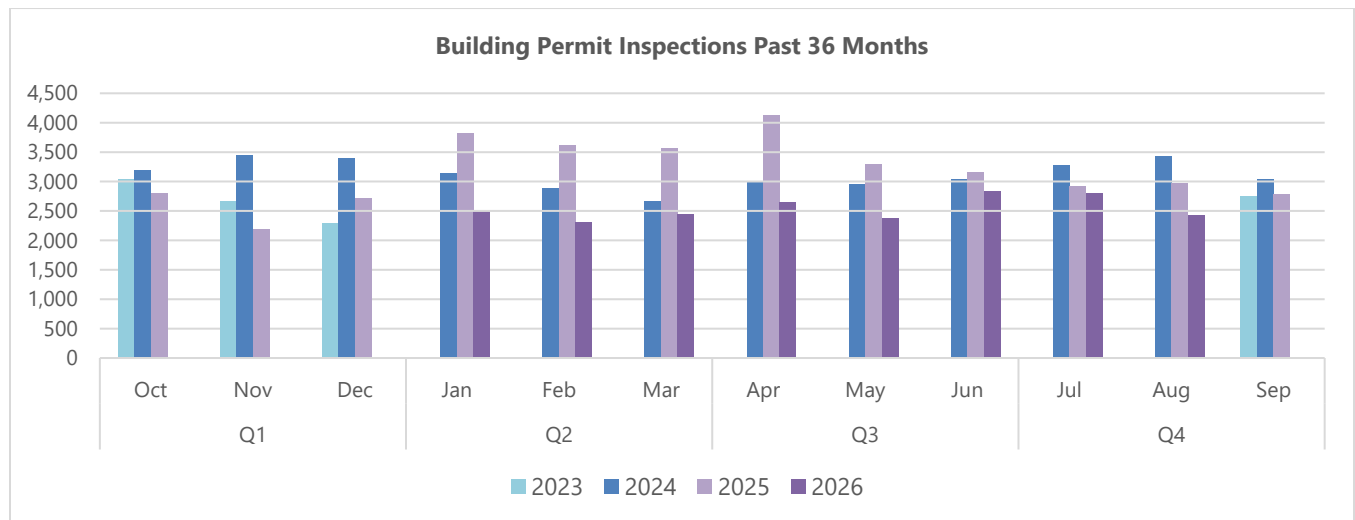
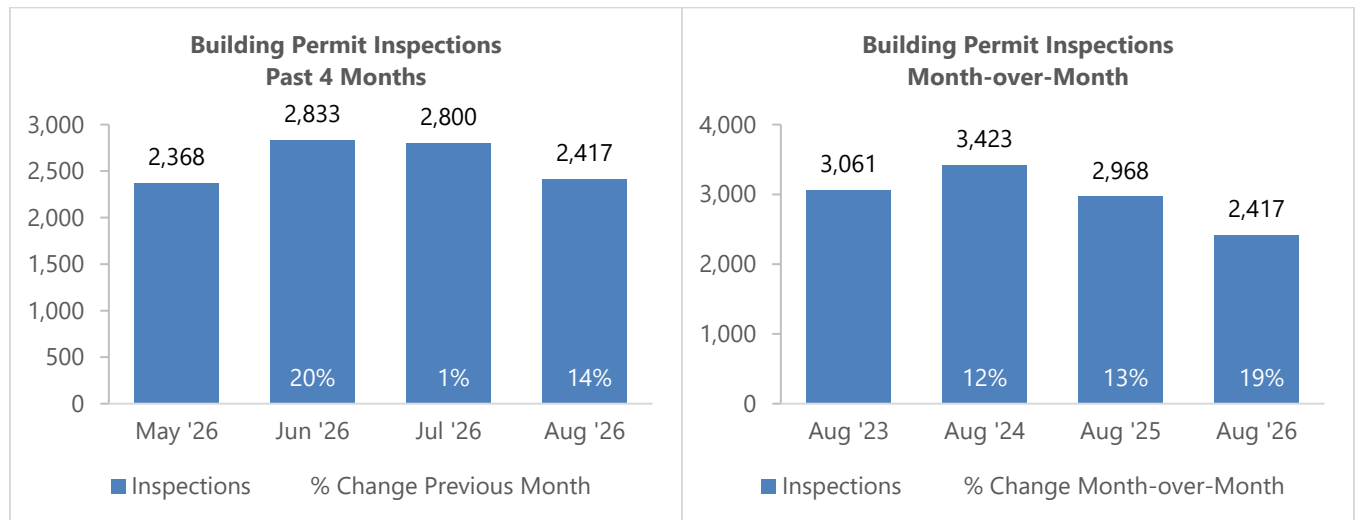
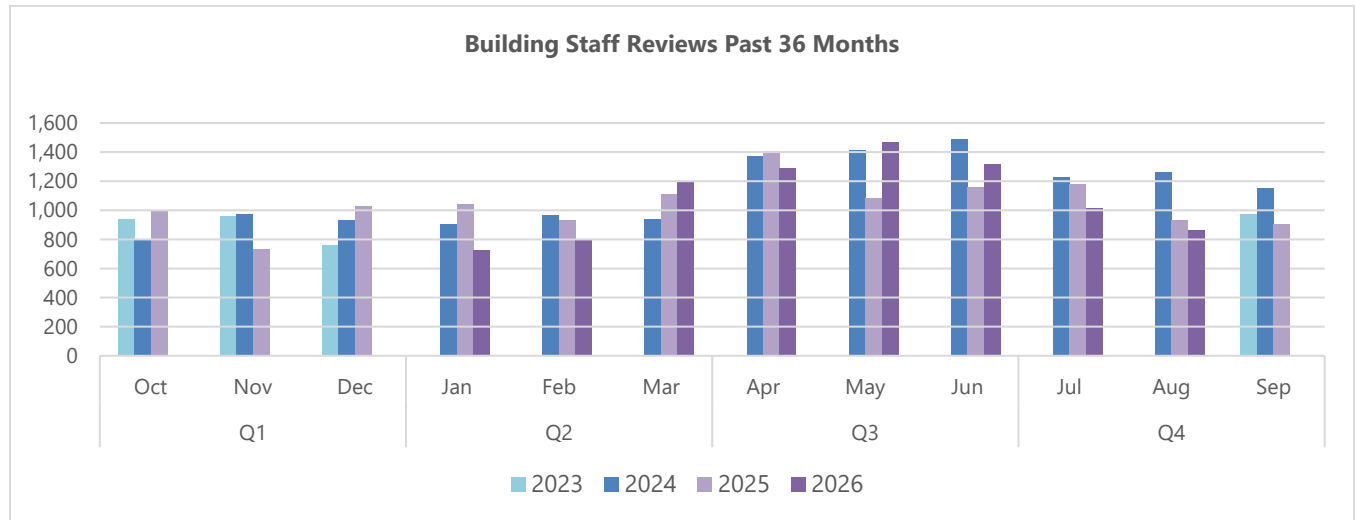
August 2026

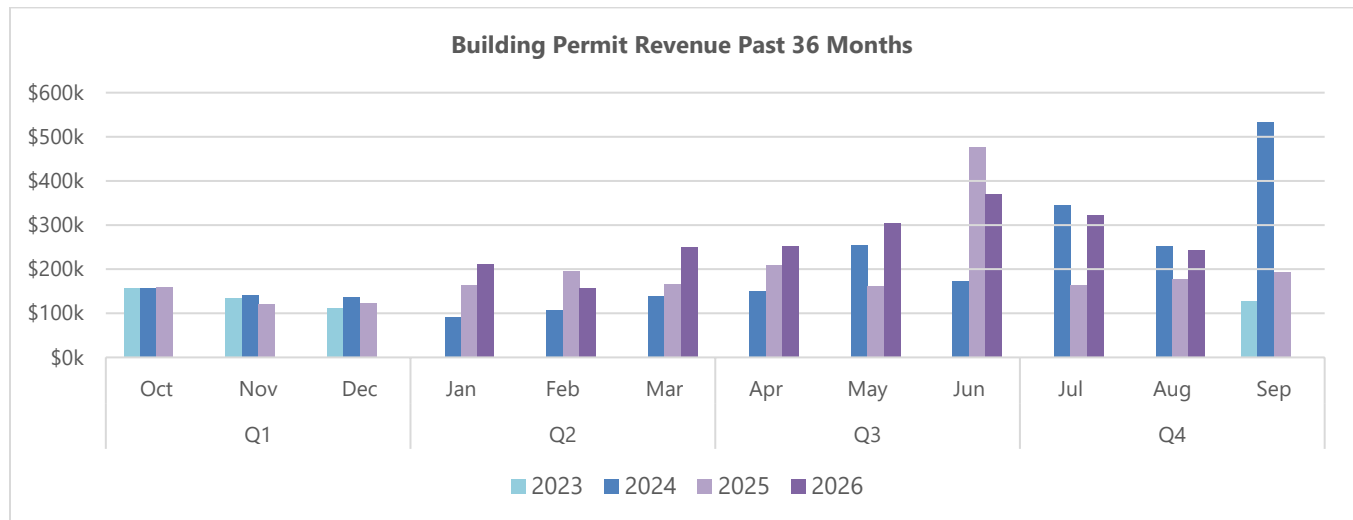
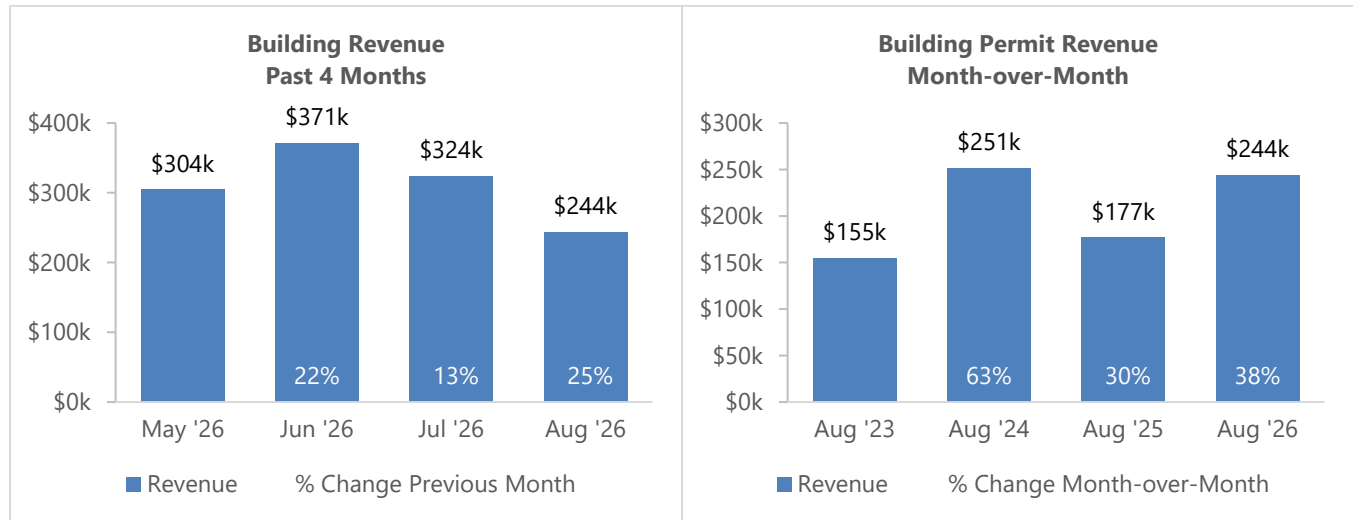
Prepared by:

JACOBS®

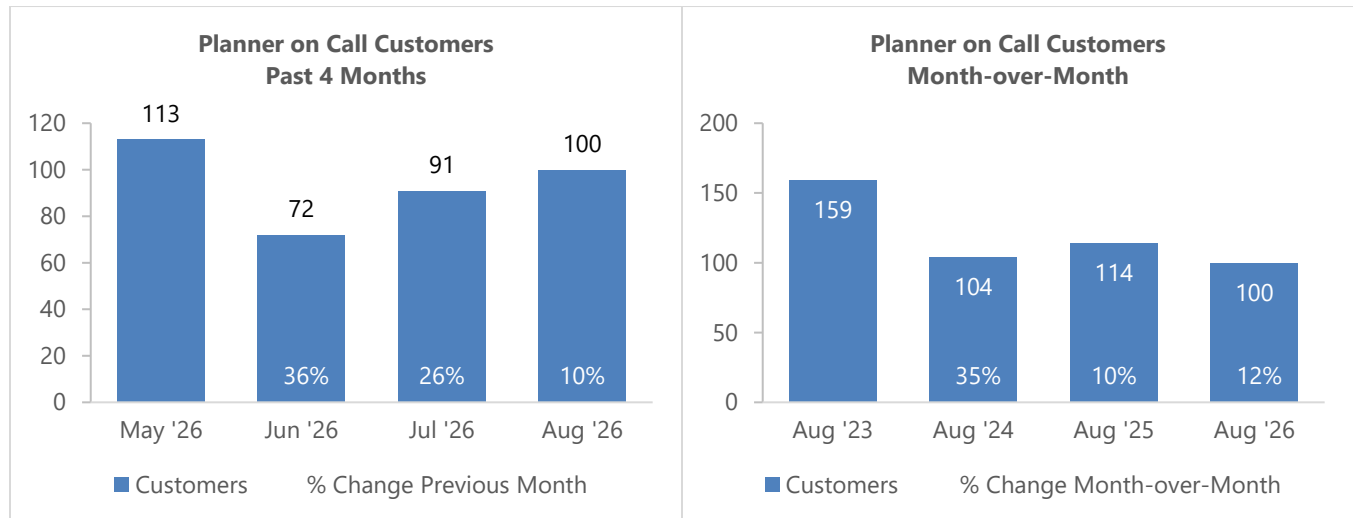
A. PERMIT COUNTER

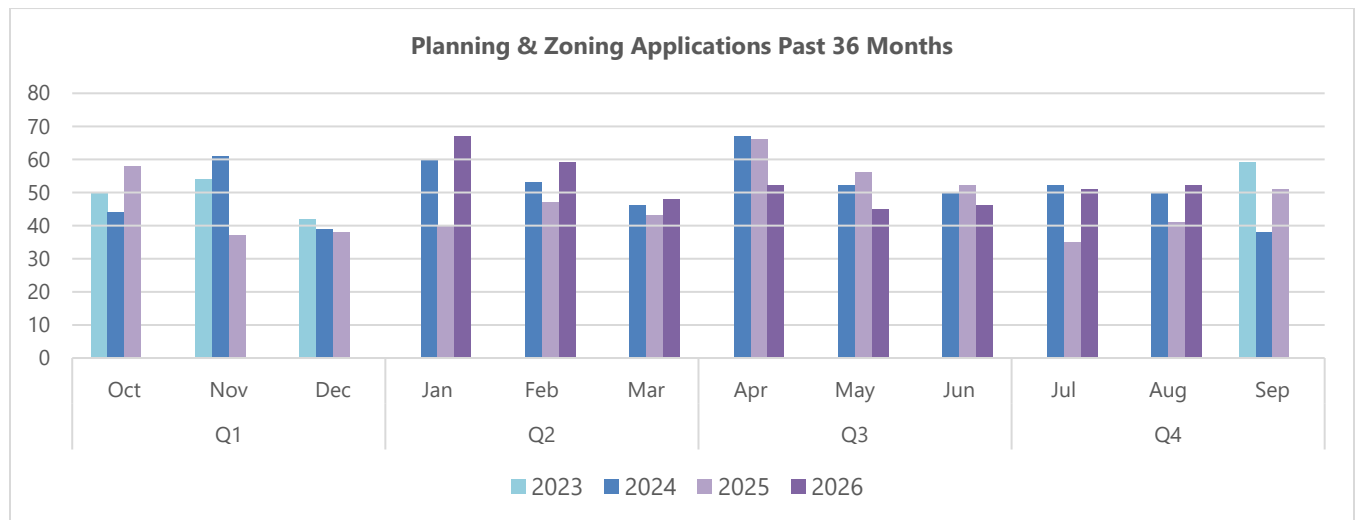
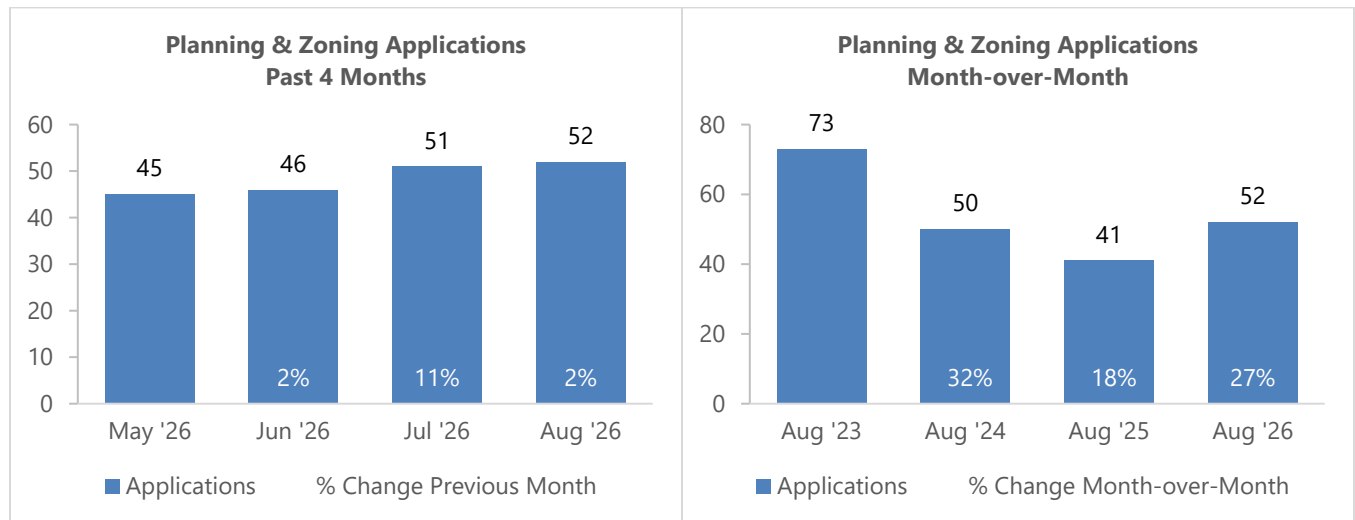
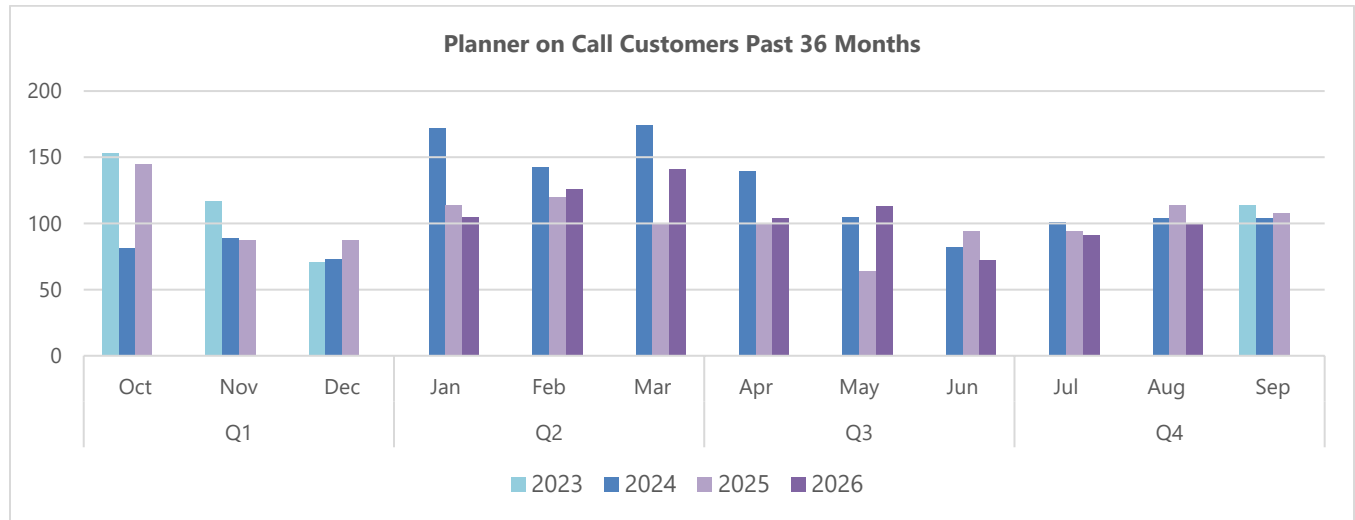
B. BUILDING DEPARTMENT

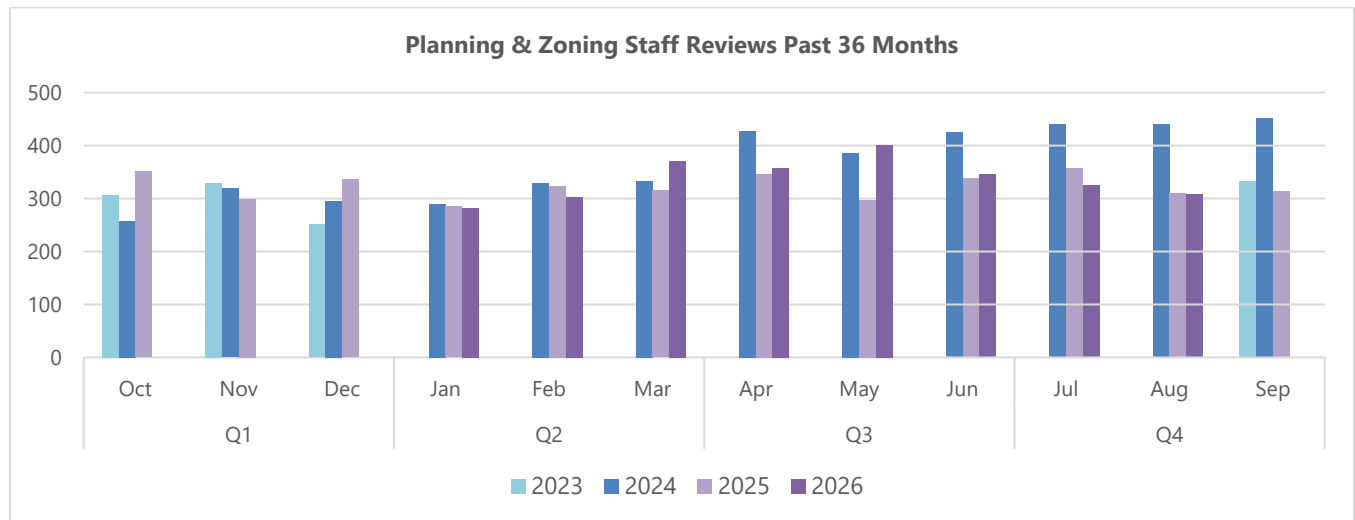
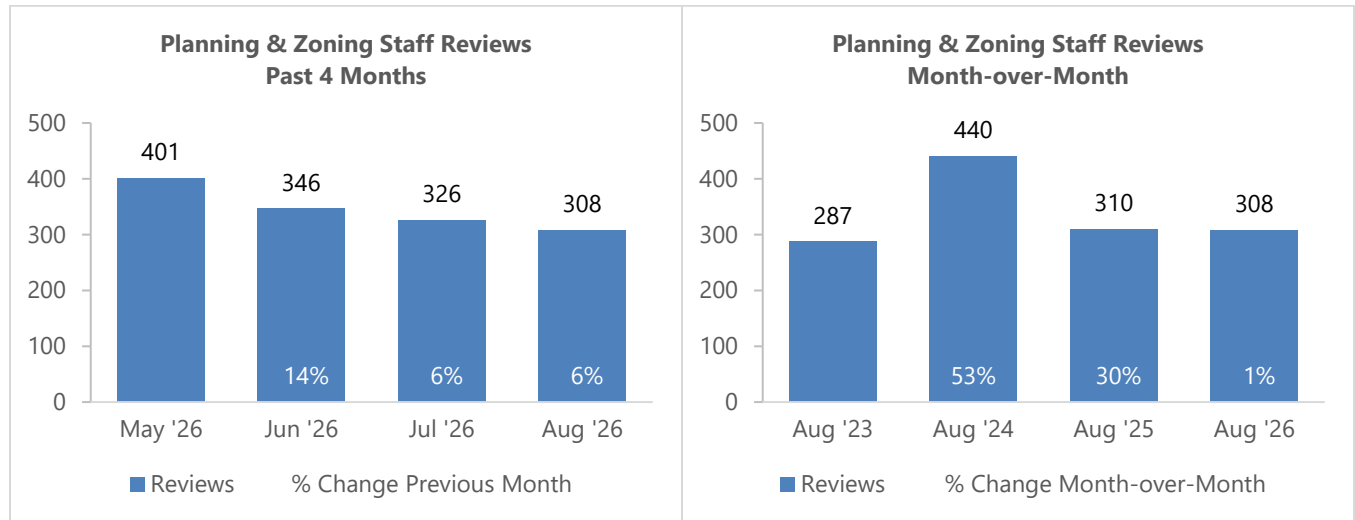




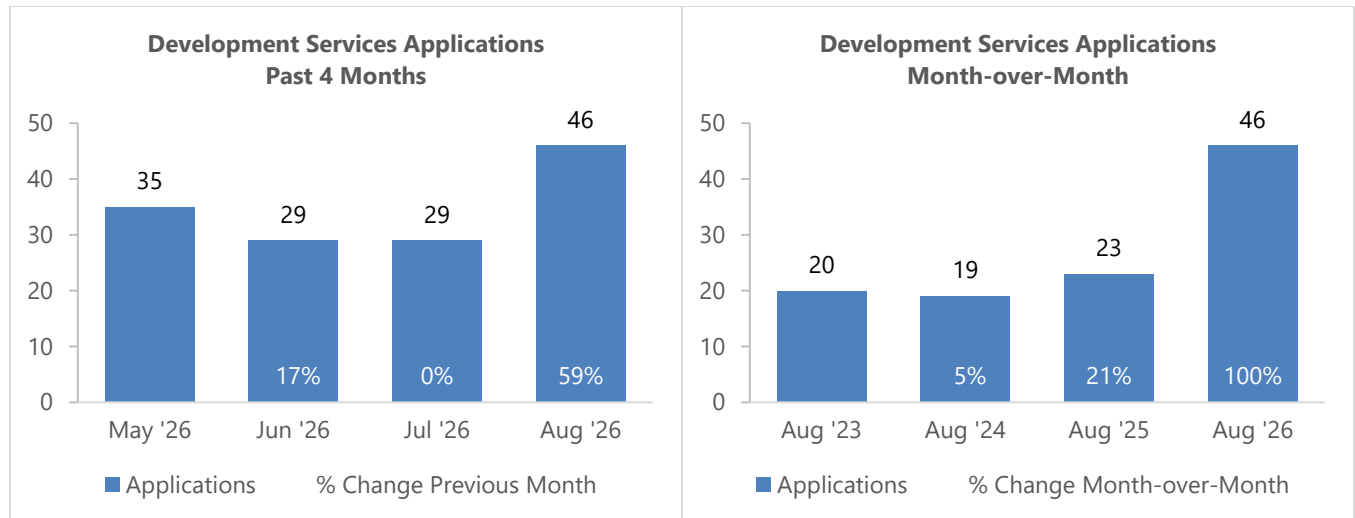
C. PLANNING & ZONING DEPARTMENT

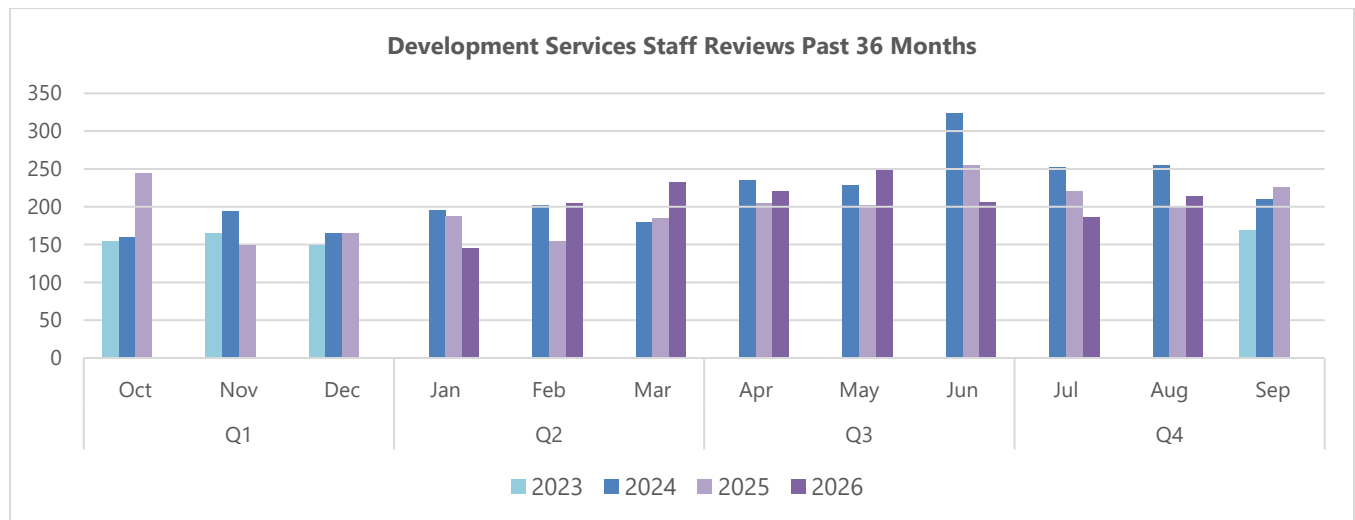
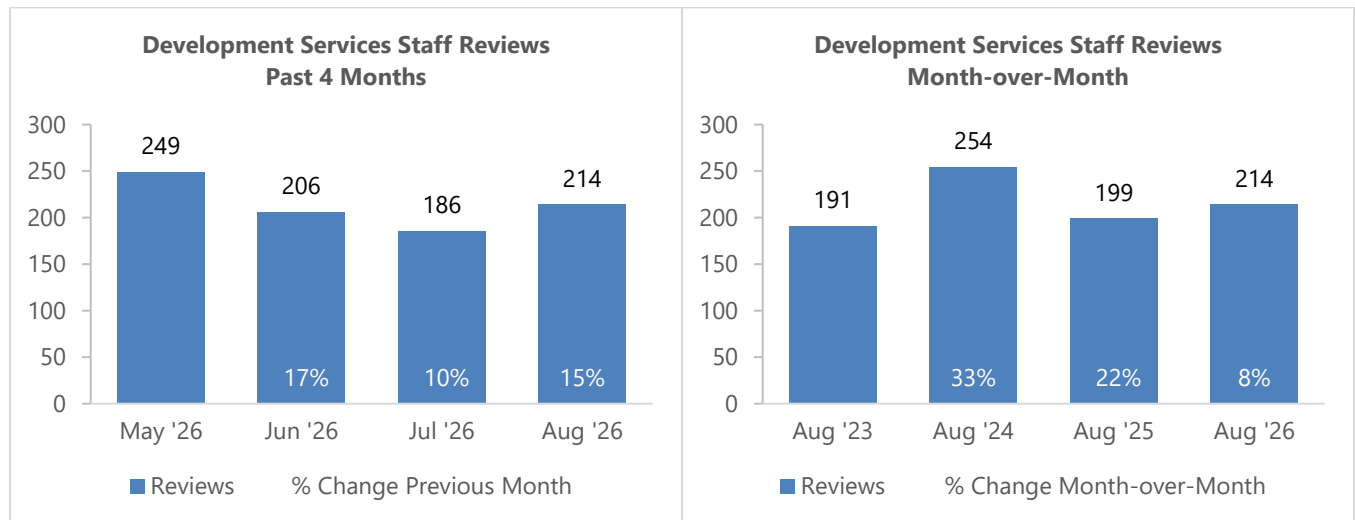
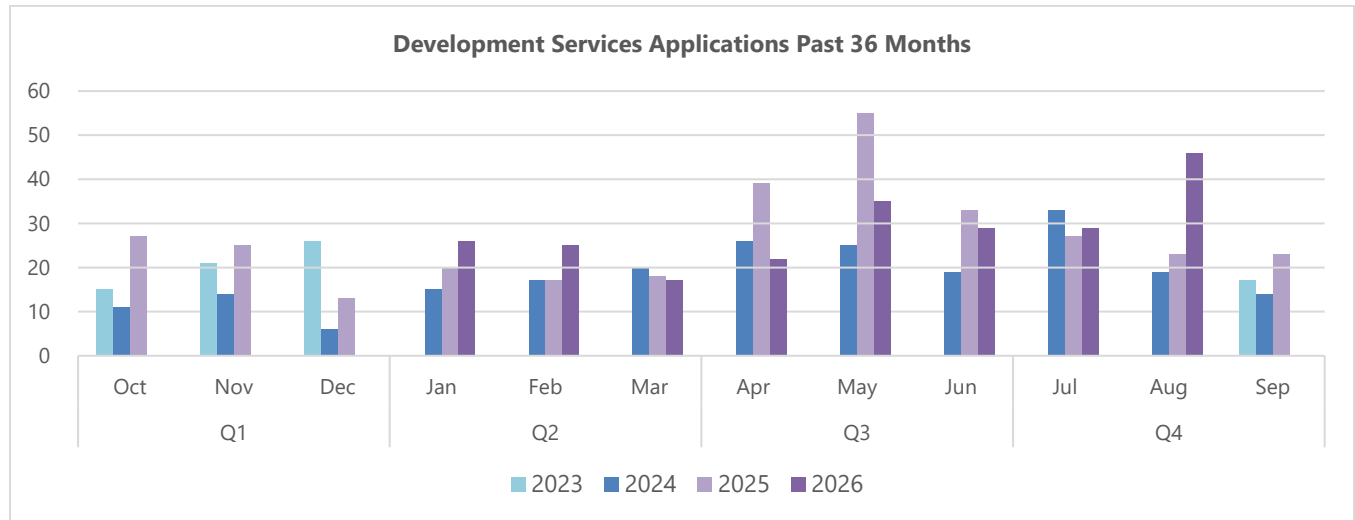


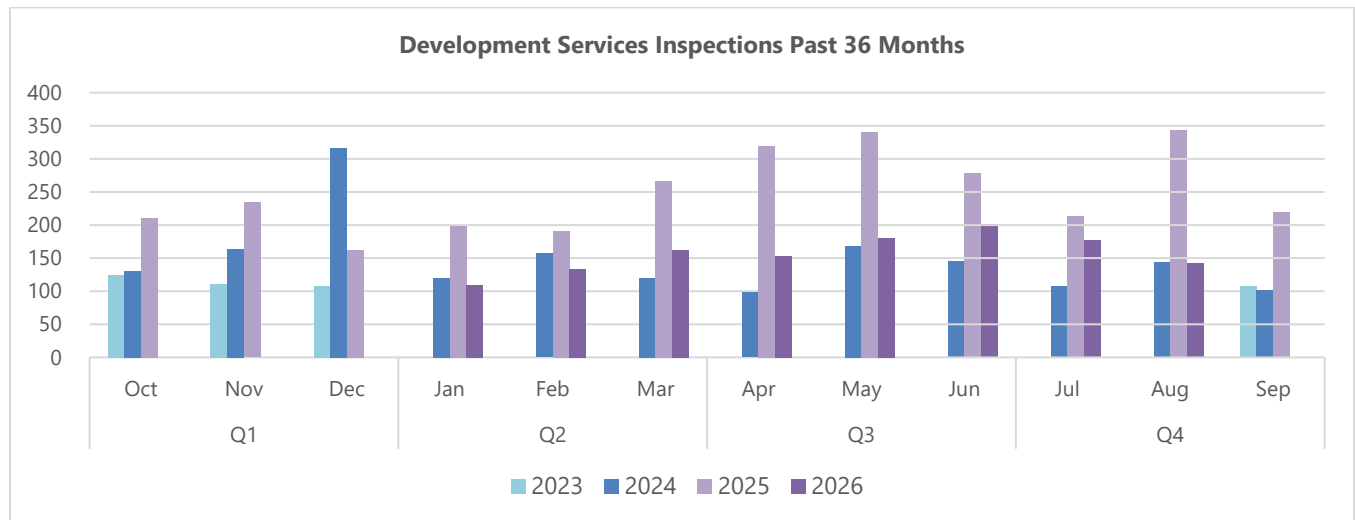
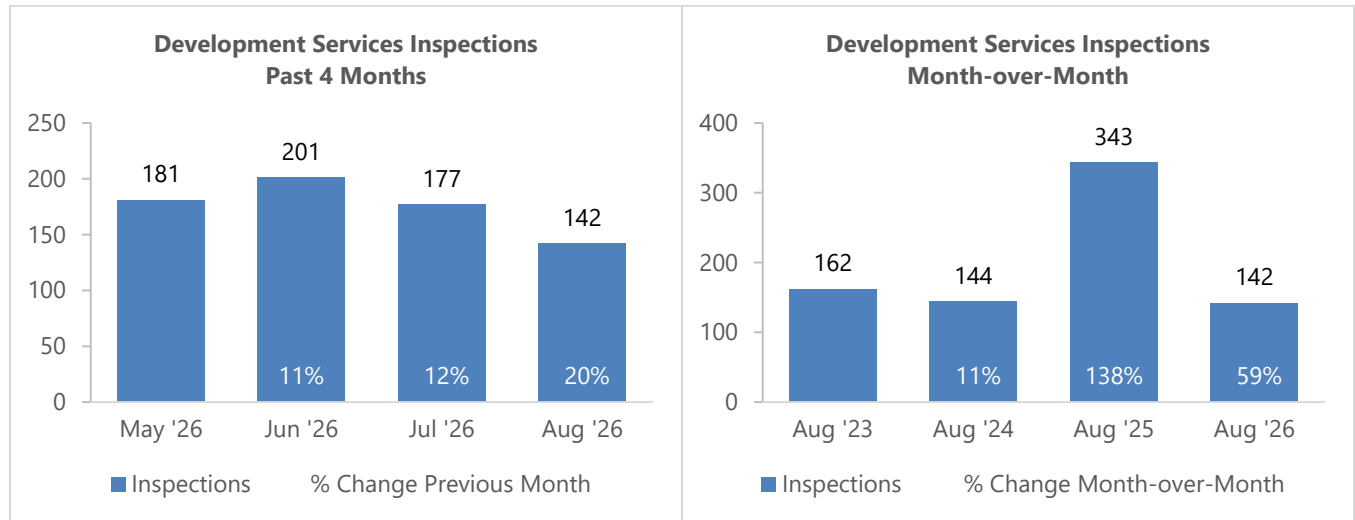




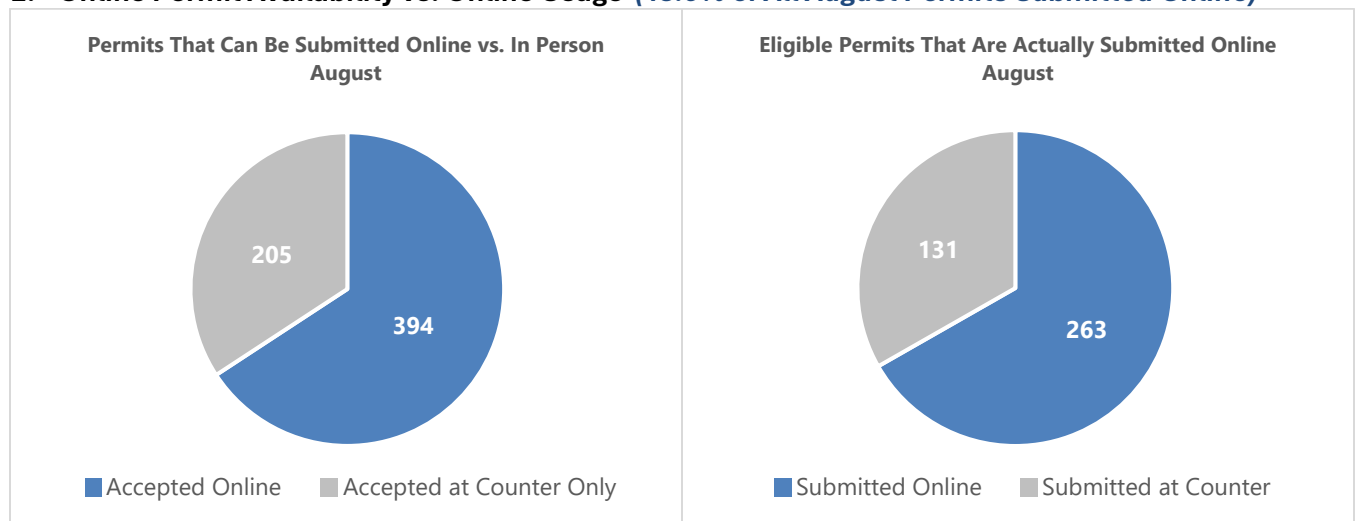
D. DEVELOPMENT SERVICES DEPARTMENT







E. Online Permit Availability vs. Online Usage *(43.9% of All August Permits Submitted Online)*





CITY OF BONITA SPRINGS BUSINESS PERMIT REPORT

Finalized Dates: 08/01/2026 to 08/31/2026

District 1

Category: New Business **Permit:** USE26-135369-BOS **Applied:** 08/07/26 **Issued:** 08/13/26 **Finalized:** 08/19/26
Name: BONITA TERRA CAFE **SqFt:** 4,600 **Employees:** 3 **Shared Space:** N
Address: 25573 TROST BLVD, BONITA SPRINGS, FL 34135
Owner: Antonio Gomez **Phone:** N/A-- **Email:** bonitaterracafe@gmail.com
Description: SEASONAL OCT-MAY BAR AND GRILL MONDAY-FRIDAY 11AM-8PM (EXCLUSIVELY FOR THE USE OF BONITA TERRA RESIDENCE)

District 1 Summary

Total Permits = 1
Total Sq Ft = 4,600
Total Employees = 3

District 2

Category: New Business **Permit:** USE26-135072-BOS **Applied:** 07/28/26 **Issued:** 07/29/26 **Finalized:** 08/17/26
Name: SMART CONNECT WIRELESS LLC **SqFt:** 1,200 **Employees:** 1 **Shared Space:** N
Address: 26455 OLD 41 RD 18, BONITA SPRINGS, FL 34135
Owner: Mutasamballah Abushanap **Phone:** 513-400-9889 **Email:** moehani223@gmail.com
Description: CELL PHONE SALES, REPAIRS, ACCESSORIES AND PREPAID WIRELESS SERVICES 10AM-8PM 7 DAYS A WEEK

District 2 Summary

Total Permits = 1
Total Sq Ft = 1,200
Total Employees = 1

District 3

Category: New Business **Permit:** USE26-135140-BOS **Applied:** 07/29/26 **Issued:** 08/03/26 **Finalized:** 08/07/26
Name: CABANA MAGIC, LLC **SqFt:** 172 **Employees:** 2 **Shared Space:** N
Address: 5800 BONITA BEACH RD SW 2107, BONITA SPRINGS, FL 34134
Owner: Shari Carlin **Phone:** 239-823-1893 **Email:** shade@cabanamagic.vip
Description: BEACH RENTAL SERVICE - OFFICE ONLY 9AM-5PM

Category: New Business **Permit:** USE26-134330-BOS **Applied:** 06/26/26 **Issued:** 07/09/26 **Finalized:** 08/25/26
Name: MATT'S CUSTOM GOLF CARTS OF BONITA **SqFt:** 1,800 **Employees:** 2 **Shared Space:** N
Address: 28280 OLD 41 RD M1, BONITA SPRINGS, FL 34135
Owner: Miki Bucci **Phone:** N/A-- **Email:** mattscustomcarts@yahoo.com
Description: GOLD CART RETAIL SALES TUES-SAT 9AM-6PM

Category: New Business **Permit:** USE26-135494-BOS **Applied:** 08/12/26 **Issued:** 08/13/26 **Finalized:** 08/31/26
Name: BENNETT CHIROPRACTIC AND WELLNESS CENTER INC **SqFt:** 1,600 **Employees:** 2 **Shared Space:** N
Address: 3645 BONITA BEACH RD SW 3 & 4, BONITA SPRINGS, FL 34134
Owner: Nicole Bennett **Phone:** (23-9) -8491460 **Email:** nbennettcdc@hotmail.com
Description: CHIROPRACTIC CLINIC M-F 9AM-5PM

District 3 Summary

Total Permits = 3
Total Sq Ft = 3,572
Total Employees = 6

District 4				
Category: New Business	Permit: USE26-135504-BOS	Applied: 08/12/26	Issued: 08/13/26	Finalized: 08/19/26
Name: BONITA BOAT HARBOR		SqFt: 140	Employees: 5	Shared Space: N
Address: 27598 MARINA POINTE DR, BONITA SPRINGS, FL 34134				
Owner: Steve Dall Phone: (23-9) -4059898 Email: steve@sweetwaterlifestyles.com				
Description: BOAT CHARTER & BOAT CLUB @ BONITA BOAT HARBOR				
Category: New Business	Permit: USE26-134734-BOS	Applied: 07/15/26	Issued: 07/20/26	Finalized: 08/24/26
Name: IGLESIA DE DIOS EVANGELIO COMPLETO BONITA SPRINGS		SqFt: 1,992	Employees: 4	Shared Space: N
Address: 25241 BERNWOOD DR 11, BONITA SPRINGS, FL 34135				
Owner: Nicolas Velasquez Phone: (23-9) -4051043 Email: angelicam15@icloud.com				
Description: IGLESIA DE DIOS EVANGELIO COMPLETO BONITA SPRINGS - CHURCH				
Category: New Business	Permit: USE26-135662-BOS	Applied: 08/19/26	Issued: 08/19/26	Finalized: 08/25/26
Name: Lover Boy Coffee		SqFt: 2,000	Employees: 6	Shared Space: N
Address: 9606 BERNPINE CT 115, BONITA SPRINGS, FL 34135				
Owner: Anna Linn Phone: N/A-- Email: sweetloverboiz@gmail.com				
Description: Coffee shop, coffee roaster and bakery serving espresso based drinks and teas, roasting coffee and baking pastries. M-Sun 8am-3pm, with sourdough and cake classes on some nights 6-10pm				
District 4 Summary				

Total Permits = 3

Total Sq Ft = 4,132

Total Employees = 15

District 5				
Category: New Business	Permit: USE24-110710-BOS	Applied: 02/29/24	Issued: 04/21/26	Finalized: 08/05/26
Name: VOSS ENTERPRISES ALLIGATOR BAY DISTILLERS		SqFt: 2,000	Employees: 5	Shared Space: N
Address: 27306 OLD 41 RD, BONITA SPRINGS, FL 34135				
Owner: Alexander Voss Phone: N/A-- Email: alligatorbaydistillers@gmail.com				
Description: craft rum distillery that will operate in a boutique nature for on site consumption only (fully outdoor - 46 total seats per proposed floor plan) MON-SUN 7AM-2AM				
Category: New Business	Permit: USE25-122975-BOS	Applied: 05/01/25	Issued: 05/06/25	Finalized: 08/19/26
Name: PRECISION HEALTHCARE SPECIALISTS LLC		SqFt: 1,667	Employees: 10	Shared Space: N
Address: 9400 BONITA BEACH RD SE 102, BONITA SPRINGS, FL 34135				
Owner: James Rubenstein Phone: 239-738-6135 Email: jvandemark@phspecialists.com				
Description: MEDICAL OFFICE MONDAY THROUGH FRIDAY 8AM-5PM				
District 5 Summary				

Total Permits = 2

Total Sq Ft = 3,667

Total Employees = 15

All Business Permits Summary				
Grand Total Permits = 10				
Grand Total Sq Ft = 17,171				
Grand Total Employees = 40				

Note: Number of Employees were not documented prior to November 1, 2011.

Note: Total Square Footage shown in this report does not account for vacated businesses and does not represent "net" change.