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

City of Bonita Springs
City Council
Regular Meeting Agenda

September 23, 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 by 12 noon, September 23, 2026 to citymeetings@cityofbonitasprings.org.

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.

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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. Ceremonial Proclamations and Presentations:

   A. Presentation honoring Dr. Lawrence Antonucci, President & Chief Executive Officer of Lee Health, upon his retirement. (Deputy Mayor Purdon)

6. Consent Agenda Items:

   A. Approve Minutes from the City Council Regular Meeting held on September 9, 2026.

   B. Approve Minutes from the City Council Budget Hearing held on September 9, 2026.

C. Approve a special event permit for the Bonita Springs Downtown Alliance's Trick-or-Treat event, scheduled for Saturday, October 31, 2026, 5:00 p.m.-8:00 p.m., and the temporary road closure on Old 41 from Wilson Street to Dean Street, from 4:00 p.m. to 9:00 p.m. (Green Sheet 26-09-160)

- Opportunity for City Council Comments on Consent Agenda

7. City Attorney Items:

A. Resolution to terminate the Development Agreement for the Bonita Beach Road Golf Community, now known as Bonita National. (Green Sheet 26-09-158)

8. City Manager Items:

A. Approve restructuring the design-phase contract for the Public Safety Facility and agreement with Harvard Jolly/PBK. (Green Sheet 26-09-161)

B. Approve the cost estimate and project agreement with Florida Power & Light for an underground power conversion project at Bonita Beach Road and Old 41 Road. (Green Sheet 26-09-159)

9. Mayor and Council Member Reports

10. Public Comment

11. Adjournment

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

City of Bonita Springs
City Council Regular Meeting
Draft Minutes

September 9, 2026
5:30 p.m.

1. **Call to Order** - *Deputy Mayor Purdon, presiding in the physical absence of Mayor Gibson, called the meeting to order at 5:41 p.m.*

2. **Invocation and Pledge of Allegiance** - *Observed during the Budget Hearing.*

3. **Roll Call**

   The City Clerk called the roll:

   Present: 5 — *Council Member Bogacz, Council Member Carr, Deputy Mayor Purdon, Council Member Corrie, Council Member Fullick.*

   Remote: 2 — *Mayor Gibson (via Zoom), Council Member Fitzpatrick (via Zoom)*

   Absent: 0

   Council Member Fullick motioned to permit Mayor Gibson and Council Member Fitzpatrick to participate and vote remotely in the meeting; Seconded by Council Member Corrie. ***The motion carried 5-0.***

4. **Public Comment on Agenda Items**

   Jim Magnus - Spoke in support of agenda items 7B and 7C.
   James Anderst - Spoke in support of agenda item, 7C, suggesting volunteers be utilized for the parking study.
   Alyona Ushe - Spoke in support of agenda item 7B.
   Kel Campbell - Spoke in support of agenda item 7B.
   Raul Rubio - Spoke in support of agenda item 7B.

5. **Consent Agenda Items:**

   Council Member Carr motioned to approve the Consent Agenda items; Seconded by Council Member Bogacz. ***The motion carried 7-0.***

   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)

Council Member Corrie commented on Consent Item 5B, noting that the organizer of the event at Promenade at Bonita Bay arranged for security services through a private company, and asked whether a similar approach could be used by organizers of other events. City Manager Hunter stated that, under the City's Special Event Ordinance, required security or traffic control per the Sheriff's Office is provided by LCSO.

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)

The Clerk read the title block into the record, after which City Attorney Rooney informed Council that the proposed ordinance is required under provisions of the City Charter. A separate draft bond resolution outlining the terms of the debt will appear on an upcoming Council agenda. The ordinance will advance to Second Reading.

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)

Council Member Corrie led the discussion, stating that Council authorization would be limited to this one-time use. Mayor Gibson motioned to approve; Seconded by Deputy Mayor Purdon. ***The motion carried 7-0.***

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)

Council Member Corrie outlined the two steps he is proposing to begin the process to make downtown a more recognizable arts destination, emphasizing this is not a request for funding. Council Member Fullick pointed out that the Art in Public Places Board should be included in the proposed initiative. Council Member Bogacz asked whether the time required from staff is the best use of resources, given the current focus on the BERT project and the potential impacts of Amendment 3. Council Member Fitzpatrick emphasized the importance of focusing the initiative citywide rather than just downtown, and *pointed out that the initiative should align with DPZ's design planning for the Liles Hotel and Riverside Park. Council Member Corrie stated, in light of the acquisition of the rail trail, he'd like to get input from downtown businesses as to the next steps for the Liles Hotel Plaza and artists cottages. City Manager Hunter stated that, should the businesses wish to independently discuss ideas and bring them forth through a council member, that would not require approval of Council, but should the request be for staff to participate in meetings and provide guidance, Council action would be required. Council Member Corrie motioned to approve staff attending meetings with downtown businesses; Seconded by Council Member Fullick.* ***The motioned carried 7-0.***

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)

Council Member Corrie led the discussion, stating that a downtown parking demand study that evaluates current and future parking needs, including seasonal fluctuations, would provide Council with essential information for planning next steps. Council Member Fitzpatrick added that the study should also consider remote parking options for big events like Fourth of July. Council Member Carr and Council Member Bogacz pointed out that beach parking challenges should also be addressed and potential solutions identified.

Assistant City Manager Feeney suggested soliciting consultant qualifications rather than proposals, and Council members concurred. Council Member Corrie motioned to direct staff to issue a Request for Qualifications (RFQ) for a Downtown Bonita Springs Parking Demand Study; Seconded by Council Member Bogacz. ***The motioned carried 7-0.***

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)

Council Member Corrie summarized the key reasons outlined in the green sheet for staff to coordinate with the named agencies and jurisdictions regarding potential impacts of the multi-year I-75 widening project. Mayor Gibson motioned to approve; Seconded by Council Member Corrie. ***The motion carried 7-0.***

8. City Attorney Items:

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

City Attorney Rooney introduced the item and recommended that Council authorize a refund of $247,000 to Stock Development for road impact fees paid in error. Mayor Gibson motioned to approve; Seconded by Deputy Mayor Purdon. ***The motion carried 7-0.***

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)

Nicole Perino, Director of Parks and Recreation, stated that the final draft Parks Master Plan scheduled for adoption today incorporates both the BERT project and the Sun Trail project, consistent with the direction provided by City Council at the August 19th meeting. She added that a copy of the final plan, which exceeds 200 pages, is on file in the City Clerk's Office. Council Member Corrie motioned to adopt the Parks Master Plan; Seconded by Council Member Carr. ***The motion carried 7-0.***

B. Presentation of Community Development activity and business-permit reports for August 2026. (Green Sheet 26-09-153)

John Dulmer, Director, Community Development Department, presented the August activity and business reports (on file in the Clerk's office).

10. Mayor and Council Member Reports

The Mayor and Council reflected on the 25th anniversary of the September 11 attacks - the lives lost and the families forever affected. The Bonita Springs Fire and Rescue District will hold a Patriots Day ceremony on Friday, Sept. 11, at 5:30 p.m., at Station One, 27490 Old 41 Road.

They also voiced sorrow over the passing of former Council Member Steven Slachta, recognizing his service on the City Council from 2010 – 2018 and his involvement on the Veterans Advisory Board. His professionalism, patriotism, and contributions to the community were warmly acknowledged, and condolences were extended to his family.

The Mayor and Council congratulated Shangri-La Springs on its 100th Anniversary, which was recognized by Council earlier in the day with a proclamation presentation at the historic site.

Mayor Gibson reported that he has been invited to the White House for a Mayor's Fly-In, to learn about President Trump's America First priorities, and how they can be advanced at the local level.

11. Public Comment

Ron George - Commented on the County's beach-improvement project, noting that while work has begun, project managers did not plan for its impact on the already limited beach parking.

12. Adjournment: *There being no further business, the meeting adjourned at 7:02 p.m.*

PREPARED AND ATTESTED BY:

_____
Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

_____
Mike Gibson, Mayor

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

City of Bonita Springs
City Council
Draft Budget Hearing Minutes

September 9, 2026
5:30 p.m.

1. **Call to Order** - *In the physical absence of Mayor Gibson, Deputy Mayor Purdon called the hearing to order at 5:30 p.m.*

2. **Invocation** - *Provided by Pastor Jeff Chitwood of Anchor Christian Church.*

3. **Pledge of Allegiance**

4. **Roll Call**

The City Clerk called the roll:

Present: 5 — *Council Member Bogacz, Council Member Carr, Deputy Mayor Purdon, Council Member Corrie, Council Member Fullick.*

Remote: 2 — *Mayor Gibson (via Zoom), Council Member Fitzpatrick (via Zoom)*

Absent: 0

Council Member Carr motioned to permit Mayor Gibson and Council Member Fitzpatrick to participate and vote remotely in the budget hearing; Seconded by Council Member Corrie. ***The motion carried 5-0.***

5. **Public Comment on Budget Hearing Agenda Items**

Deputy Mayor Purdon opened the floor for public comment, with no public speakers coming forward.

6. **Adopt a Resolution for the Tentative Levying of Ad Valorem Taxes for the Fiscal Year 2026-2027 and Establishing the Date, Time, and Place for a Final Hearing. (Green Sheet 26-09-142)**

The Clerk read the proposed Resolution into the record, including the percent by which the proposed millage rate exceeds the rolled-back rate, and the tentative millage rate is established to provide funding for the fiscal year 2026-2027 budget, and the resulting increase in ad valorem tax revenues is necessary to fund various storm water improvements, transportation improvements, environmental protection projects, community aesthetics projects, and other capital projects. Council Member Corrie motioned to adopt the tentative millage rate of 0.8470 mills; Seconded by Council Member Carr. ***The motion carried 7-0. (Resolution 26-024 adopted).***

7. **Adopt a Resolution for the Tentative Budget for Fiscal Year 2026-2027. (Green Sheet 26-09-143)**

The Clerk read the proposed Resolution into the record, including appropriations and revenue estimates for Fiscal Year 2026-2027. Council Member Corrie motioned to adopt the tentative budget for Fiscal Year 2026-2027; Seconded by Council Member Carr. ***The motion carried 7-0. (Resolution 26-025 adopted).***

8. **Public Comment** - *No public speakers.*

9. **Adjournment** - *The Budget Hearing adjourned at 5:40 p.m.*

APPROVED BY CITY COUNCIL
Date: _____

_____
Mike Gibson, Mayor

PREPARED AND ATTESTED BY:

_____
Michael J. Sheffield, City Clerk

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 25-09-160
September 23, 2026

ITEM TITLE: Approve a special event permit for the Bonita Springs Downtown Alliance's Trick-or-Treat event, scheduled for Saturday, October 31, 2026, 5:00 p.m.-8:00 p.m., and the temporary road closure on Old 41 from Wilson Street to Dean Street, from 4:00 p.m. to 9:00 p.m.

REQUESTOR: Lora Taylor, Director, Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 7) Economic Development

BACKGROUND:

Event Authorization and Coordination Summary

- **City-Led Operational Support:** The City Council has authorized municipal assumption of event coordination, specifically for the road closure operations. City staff will manage the procurement of all necessary barricades, fund Lee County Sheriff's Office security details, and provide operational staffing to support the closures. The closure will start at 4:00 p.m., and the road will reopen at 9:00 p.m.
- **Downtown Alliance Responsibilities:** The Bonita Springs Downtown Alliance retains full responsibility for planning and executing the trick-or-treating component in cooperation with downtown businesses and will provide a certificate of insurance designating the City as an additional insured.
- **Park Construction Status & Conditional Access:** Both Riverside Park and the Banyan Tree parcel are currently under active construction, with completion scheduled for later this year in winter. The applicant has requested permission to place vendor tables along the perimeter greenspace near the sidewalks adjacent to the Banyan Tree lot and Riverside Park, contingent upon construction completion prior to the event.
- **Event Schedule & Compliance:** The Trick or Treat Event is scheduled for **Saturday, October 31, 2026, from 5:00 p.m. to 8:00 p.m.** Use of the requested park areas does not constitute a park rental. The applicant has asked for rental fees to be waived to use the greenspace. All participating businesses utilizing the perimeter spaces must be pre-approved by city staff.
- **City Programming Integration:** The applicant has been advised that the City will independently host a downtown Halloween Stroll, featuring seasonal decor in available non-construction areas and nightly ambient music broadcasting. City event staff will be staging in the Liles for the Halloween Stroll and also using the facility during events for the city event staff on-site**.** All event organizers with an approved special event permit have the option to use the Liles Hotel for event support operations as needed.

STAFF RECOMMENDATION: Approve a special event permit for the Bonita Springs Downtown Alliance's Trick-or-Treat event, scheduled for Saturday, October 31, 2026, 5:00 p.m.-8:00 p.m., and the temporary road closure on Old 41 from Wilson Street to Dean Street, from 4:00 p.m. to 9:00 p.m.

ATTACHMENTS:

Special Event Permit & M.O.T. Plan

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 ☑ $25.00 (501C3 organizations) Fee is non-refundable

Phone: 239/949-6262 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: Bonita Springs Downtown Alliance
Nature of Event: Trick or Treat
Location (Attach Site Plan): Old 41 (Wilson St to Dean St)

Date	Set-Up Time		Actual Event Times		Take Down Time
10-31-25	3:00	to 5:00	to 5:00 - 9:00	to	9:00 - 10:00

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 10-31-25
Individual Contact for Activity/Event: Zach Smith Phone: 239-272-9484
Address: 10441 Packing house Lane Website: _____
E-Mail Address: info@ceremonybrewing.com
Major Sponsor(s): TBD
Promoter(s): B.S. Downtown Alliance Phone or Contact #: _____

	Yes	No
1. Crowd: Is anticipated crowd size 1,000 or more?	☑	☐
Actual Anticipated number: 5,000		
2. Parking: Will off-site parking be provided? _____	☐	☑
Will "shuttle" service to parking be provided? By whom? _____	☐	☑
4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan.	☐	☑

	Yes	No
5. City Co-Sponsorship: Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations.	☑	☐
6. Fireworks: Is this a public_____or private_____display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit.	☐	☑
7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance.	☐	☑
8. Alcohol Beverages: Will alcoholic beverages be sold_____or consumed_____on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: _____ **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? 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.	☐	☑ Not larger than 10 x 10
13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? If yes, indicate location of equipment on-site plan.	☐	☑
14. Food/Cooking: Will food be cooked_____ catered_____on-site during this event? Indicate on site plan the location of vendors and cooking equipment to be used. (Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559.	☐	☑

15. Sanitary Facilities:

	Yes	No
Will temporary sanitary facilities be provided? If yes, indicate location on site plan.	☐	☑
Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.	☐	☑
Will additional refuse containers/dumpsters be provided?	☐	☑

If yes, by whom: _____

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

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

I, the undersigned, will indemnify, defend, and hold harmless, the City of Bonita Springs, its 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.

_____ 03/30/26 Comments: _____

Signature of Applicant Date

_____ Comments: _____

City Manager Date

Application Fee is non-refundable.

3/18/26

Bonita Springs City Council,

The Bonita Springs Downtown Business Alliance (501c3) is seeking city sponsorship for our Annual City-Wide Trick or Treat to be held on October 31st, 2026, from 5:00-9:00pm.

About the event:

This event was born out of necessity, to create a safe trick or treating environment for the families of Bonita Springs. Many of our neighborhoods have inadequate sidewalks and lighting and therefore our families are driving to other communities to trick or treat. This is why we set out to create a safe, free, family friendly trick or treating experience utilizing our beautiful Old 41. The event has primarily set up on private property. It is completely free for families to attend and completely free for businesses to participate. There are no fees and no transactions of any kind. Last year we had over 45 businesses and organizations including Bonita Springs Fire, LCSO, and Bonita Springs Elementary participate. The event was a resounding success and a new tradition for Bonita Springs.

Our Requests:

1. **Road Closure**: As stated, this event has previously been primarily set up on private property, however as the event grows, we are running out of space on private property. Furthermore, there is significant safety concern among both ourselves as the event host and the LCSO who have provided security details for the past three years. With safety in mind, we request permission to close Old 41 Road from Dean St. to Wilson St. on October 31st from 4pm-~~10pm~~ 9pm.
2. **Access to Riverside Park and Banyan Tree Lot / Splash Pad: (Construction permitting)** We cannot place vendors on this property without permission with if we do not place vendors many families think the event has ended and turn around. We are asking the city to allow us to utilize the space to accommodate more businesses. We ask that businesses be permitted to set up folding tables along the Old 41 portion of sidewalk at Riverside Park and The Banyan Tree Lot. This would keep a steady and consistent flow of participating businesses to handing out candy bridging the gap north and south of the park. We only request about 10 feet of land from the edge of the sidewalk.
3. **City Co-Sponsorship**: We request that the city waive the rental fees to support this non-profit community event that is becoming an annual tradition.

We thank you for your time and consideration and hope that you will choose to support this event.

Kindly,

Zach Smith
Owner/Brewer of Ceremony Brewing
Bonita Springs Resident
Bonita Springs Downtown Alliance Member
239-272-9484

PLEASE NOTE: Lee County Sheriff's Department will not sign-off on your event unless they see a completed Special Event Packet. This sign-off sheet must be completed by the Lee County Sheriff's Office with your Special Event Packet when you return it to Bonita Springs City Hall.

Under review for city management changes.

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 Bonita Springs Downtown Alliance - Trick or Treat Event

Parking:

All parking authorized areas only & must not impede the normal flow of traffic. Event coordinator should make every effort to supply participants with guided maps to off-site parking.

Road Closures (Please Explain):

All road closures will be done in accordance with maintenance of traffic plan included with permit packet.

Lee County Sheriff's Office extra duty detail deputies must be on site as roadways are shut down & will remain at posts while closures are in place & until closures are completely cleared.

Alcoholic Beverages:

According to permit application, alcohol will not be available for consumption at event.

Special Arrangements:

2 supervisors & 14 extra duty detail deputies will be required to maintain public safety throughout event area closures.

Deputies will remain on site while roadways around event area closed & cannot leave until roadways are safely opened.

Event coordinator will be responsible for hiring company to handle MOT in accordance with MUTCD guidelines.

SHERIFF'S PERSONNEL USE ONLY

LCSO DETAIL COMMANDER: _____ (SIGNATURE) DATE: 5/12/26

DEPUTIES BOOKED FOR EVENT (How Many?): 2/14 DATE BOOKED: _____

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


CEREMONY BREWING
WILSON ST
OLD 41 RD
Pullen Ave
Pelts Ave
Front St
Jackson Ave
Palm St
N Riverside Dr
S Riverside Dr
River Dr
PENNSYLVANIA AVE
Indiana St
Illinois St
Tennessee St
Georgia St
Carolina St
Michigan St
New York St
Old 41 Rd
Bonita Beach Rd
Goodwin St
E Terry St
Cambier St
Hamilton St
Crockett St
Dean St
200' FT
ROAD CLOSED
DETOUR
DETOUR AHEAD
7 DAY ADVANCE WARNING:
PANEL 1 PANEL 2
ROAD TO BE CLOSED MM/DD THRU MM/DD
DURING EVENT:
PANEL 1 PANEL 2
OLD 41 CLOSED AHEAD FOLLOW DETOUR
LEGEND
= EVENT AREA
= VARIABLE MESSAGE BOARD
MOT provided by:
Bob's BARRICADES, INC.
COMPLETE WORKSITE TRAFFIC CONTROL
PLAN NOT TO SCALE
FDOT
CAMERON BERGER
Certificate: 645848
Issued: 08/01/2025
Expires: 07/25/2029
Instructor: P M
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Training Provider:
A&SW Consultants, Inc.
5545 Benchmark Lane
Sanford, FL 32773
Ph: 386 788 9899
Verify this Certificate at www.motadmin.com
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (102-600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-09-158
September 23, 2026

ITEM TITLE: Request to terminate the Development Agreement for the Bonita Beach Road Golf Community, now known as Bonita National.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: City Attorney Items

STRATEGIC PRIORITY: N/A

BACKGROUND:

This is a request to terminate the Development Agreement for the Bonita Beach Road Golf Community, which is now known as Bonita National. Development Agreements were required in the Urban Fringe Community District Future Land Use Category to guarantee funding of public facilities and consistency with other agency permits. The Applicant has provided a list of the permits required for development and data showing satisfaction of all development requirements. The project is now complete and turned over.

Termination requires mutual consent between the parties. Termination allows for the removal of certain conditions on the development, which Staff is amenable to. The development is still subject to the Planned Development conditions in their applicable zoning documents. The project will continue to maintain compliance with Policy 1.1.10.1 Urban Fringe Community District and other previously issued permits (local, state, and federal).

STAFF RECOMMENDATION: Approve the draft Resolution terminating the Development Agreement.

ATTACHMENTS:

1) Draft Resolution
2) 06/05/26 Letter Requesting Termination of Dev. Agreement (DVA26-133725-BOS Application)
3) Development Agreement, 05/18/2005
4) Extension of Development Agreement, 07/20/2011

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 26-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA TERMINATING THE DEVELOPMENT AGREEMENT APPROVED ON MAY 18, 2005 BETWEEN THE CITY OF BONITA SPRINGS AND BEACH ROAD DEVELOPMENT COMPANY, LLC., AS EXTENDED ON JULY 20, 2011; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 18, 2005, the City Council approved a Development Agreement between the City of Bonita Springs and Beach Road Development Company, LLC., for the Bonita Beach Road Golf Community, now known as Bonita National; and

WHEREAS, the Development Agreement was extended by City Council on July 20, 2011; and

WHEREAS, Development Agreements were required within the Urban Fringe Community District Future Land Use Category to ensure the funding of public facilities and consistency with applicable local, state, and federal permits; and

WHEREAS, Pape-Dawson, on behalf of the Applicant, submitted a request to terminate the Development Agreement on June 5, 2026, pursuant to Paragraph 15 of the Agreement, which allows termination through the mutual consent of the parties; and

WHEREAS, the Applicant has provided a list of all permits required for the development and documentation demonstrating satisfaction of all development requirements, and the project is now complete and fully turned over; and

WHEREAS, termination of the Development Agreement will remove certain development conditions no longer necessary, and City staff is amenable to termination; and

WHEREAS, termination of the Development Agreement does not remove or alter any existing Planned Development conditions contained within the applicable zoning approvals; and

WHEREAS, the project remains subject to Policy 1.1.10.1 Urban Fringe Community District and all previously issued local, state, and federal permits.

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

Section 1. The Development Agreement approved on May 18, 2005, and extended on July 20, 2011, between the City of Bonita Springs and Beach Road Development Company, LLC., is hereby terminated pursuant to Paragraph 15 of the Agreement with the mutual consent of the parties.

Section 2. This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida, this 23rd day of September, 2026.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM:_____
City Attorney

PAPE–DAWSON

June 5, 2026

City of Bonita Springs Community Development
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135

RE: Bonita Beach Road Golf Community Development Agreement

Dear Zoning Staff:

The Bonita Beach Road Golf Community Development Agreement was approved May 18, 2005 between the City of Bonita Springs and Beach Road Development Company, LLC. The property has been developed as the Bonita National Golf and Country Club. An Administrative PD amendment application has been filed with the City of Bonita Springs in order to eliminate the 50,000 square feet maximum size of the amenity facilities, which was a condition of approval for the current RPD.

The Development Agreement also contains a provision restricting the amenity facilities to a maximum of 50,000 square feet. The Development Agreement contains a number of other provisions which the applicant believes have either been fully satisfied or are no longer applicable.

In accordance with Paragraph #15 of the Agreement, we are submitting this request to terminate the Agreement. We understand that the City cannot approve the companion Administrative PD amendment until the Development Agreement is terminated or amended to remove the maximum 50,000 square feet restriction.

Please feel free to contact me if you have any questions.

Sincerely,
Pape-Dawson



D. Wayne Arnold, AICP

Cc: Bonita National Homeowners Association
Pape-Dawson File (20201256-000)

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BONITA BEACH ROAD GOLF COMMUNITY DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into this 18 day of May 2005, 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 **BEACH ROAD DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose address is Bonita Bay Executive Center I, 9990 Coconut Road, Suite 200, Bonita Springs, Florida 34135 (hereinafter "Developer").

WHEREAS, the Florida Local Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, authorizes a local government to enter into a development agreement in order to promote certainty in the development approval process, strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation in comprehensive planning, and reduce the economic costs of development; and

WHEREAS, Developer owns approximately 500 acres adjacent to Bonita Beach Road legally described on the attached Exhibit "A" on which the Developer intends to develop a planned development consisting of residential units and amenity center uses (hereinafter "Property"); and

WHEREAS, the City acknowledges that the proposed development of the Property will benefit the City's residents and is an appropriate use of the Property; and

WHEREAS, the Parties wish to establish by agreement the terms under which the Property may be developed; and

WHEREAS, the City conducted two public hearings prior to entering into this Agreement, both of which were properly noticed by publication in the News-Press and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and of the benefits to accrue to each Party, the City and the Developer agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Property Subject to this Agreement. The Property described on the attached Exhibit "A" is subject to this Agreement.

3. Ownership. BEACH ROAD DEVELOPMENT COMPANY, LLC, a Florida limited liability company, represents that it is the fee owner of the Property and as such may lawfully enter into this Agreement.

4. Consistency with the City's Comprehensive Plan. Prior to the effective date of this Agreement, the Property will be designated as Urban Fringe Community District and Resource Protection on the Future Land Use Map of the City's Comprehensive Plan, and the development permitted by this Agreement will be consistent with the City's Comprehensive Plan.

5. Consistency with the City's Land Development Regulations. The Property is currently zoned Residential Planned Development ("RPD"). Upon the Parties' compliance with their respective obligations under this Agreement, the development permitted by this Agreement will be consistent with the City's land development regulations.

6. Development of the Property.

The following development shall be permitted on the Property.

- 1,301 to 1,601 residential units, with a range of 860 single family units and 441 multifamily units to 1,060 single family units and 541 multifamily units; provided, however, residential units may be converted from one type to the other using a conversion ratio of two multifamily units to one single family unit so long as the total number of residential units does not exceed the total number of approved residential units.

- 50,000 square feet of amenity center uses, to include personal services, restaurant, club house, retail, office uses, and recreational facilities.

No building shall be more than 60 feet in height, as measured pursuant to the Bonita Springs Land Development Code.

No more than 5,000 square feet of the 50,000 square feet of amenity center uses may be retail and offices uses.

7. Rezoning. The City acknowledges that an application requesting a modification of the Property's zoning designation will be filed to allow the development permitted by this Agreement. It is the desire of all Parties that the rezoning be considered as soon as reasonably possible.

8. Public Facilities. The following public facilities will serve the Property:

a. Potable Water: Potable water will be supplied by Bonita Springs Utilities.

b. Sanitary Sewer: Wastewater services will be provided by Bonita Springs Utilities.

c. Solid Waste: Solid waste service will be provided by the hauler franchised by the City.

d. Drainage: The Property is 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.

e. Fire and Rescue Emergency Management Services: 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.

f. Roads: The public transportation facilities needed to serve the Property will be provided in accordance with the East Bonita Active Adult Development Agreement, entered into by the City of Bonita Springs and Beach Road Development Company, LLC, and dated May 18, 2005 and through the Developer's voluntary contribution provided for in Paragraph 12 of this Agreement. Internal roads serving the Property will be constructed, operated and maintained by the Developer or a community development district ("CDD") as described in Paragraph 11 of this Agreement.

9. Reservation or Dedication of Land.

Environmental Lands: Any of the Property designated Resource Protection on the City's Future Land Use Map or designated as a preserve as a condition of zoning will be managed by a CDD or by a homeowner's association.

10. Development Permits Approved or Needed. A description of all governmental permits approved and needed is set forth on the attached Exhibit "B".

11. Community Development Districts. The City agrees that one or more CDDs may hereafter be established or an existing CDD may hereafter be modified, or any combination of the foregoing, by the Developer to provide services to any portion of the Property. Any CDD may plan, finance, acquire and construct community infrastructure that may benefit all or portions of the Property. The City further agrees that it is appropriate to grant any CDD that may hereafter be established with respect to the Property the right to exercise the general powers granted to it by Chapter 190, Florida Statutes.

Nothing herein shall constrain or preclude the City from making the appropriate legislative findings when it receives a petition for the establishment of a CDD.

12. Transportation Obligations. To mitigate the impacts of the development of the Property on the City's transportation network, the Developer has agreed to enhance the City's transportation network by making a voluntary contribution to the City. In addition to the road impact fees which will be payable to the City prior to the issuance of building permits at the rate in effect at that time, the Developer shall pay to the City a voluntary contribution equal to fifty percent (50%) of the road impact fees in effect at the time of rezoning for each single family and multi-family unit approved through the rezoning process. The voluntary contribution shall be paid to the City within thirty (30) days after the rezoning of the Property in accordance with Paragraph 7 of this Agreement and shall be used by the City for road improvements solely within the Bonita Springs Road Impact Fee Benefit District.

13. Vested Rights. The City acknowledges and agrees that the Developer's obligations under Paragraph 12 of this Agreement will expedite the construction of needed transportation facilities and will mitigate the impacts of the development of the Property on the City's transportation network. Except for the obligations set forth in Paragraph 12 of this Agreement, the City agrees that the Developer will have no responsibility for any other road improvements other than those roads which are a part of the Developer's internal roadway system. The City further agrees that if the Developer fulfills its obligations under Paragraph 12 of this Agreement and the developer obligations under the East Bonita Active Adult Development Agreement, entered into by the City of Bonita Springs and Beach Road Development Company, LLC, and dated May 18, 2005, are fulfilled or are being fulfilled, the Property shall be deemed concurrent as to transportation and shall have no other obligations under the City's Concurrency Management System as to transportation facilities.

14. Applicable Land Use Regulations. Pursuant to Section163.3223, Florida Statutes, development within the Property shall be subject to the City's land development regulations and policies governing development at the time this Agreement is executed by the City. The City may apply subsequently adopted regulations and policies only in accordance with Section 163.3233(2), Florida Statutes. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

15. Duration of Agreement. This Agreement shall remain in full force and effect for ten (10) years from its effective date unless terminated earlier as provided in Paragraph 16 of this Agreement. The duration of the Agreement may be extended with the Parties' mutual consent in accordance with Section 163.3229, Florida Statutes.

16. Amendments and Termination. This Agreement may only be amended or terminated with the Parties' mutual consent.

17. Periodic Review. The City shall review the development authorized by this Agreement each year this Agreement is in effect, beginning with January 1, 2006 to determine if there has been good faith compliance with the terms of this Agreement. If the

City determines, on the basis of substantial competent evidence, that there has been a failure to comply in good faith with the terms of this Agreement, the City may, with the Developer's concurrence, amend this Agreement to ensure good faith compliance or may terminate the Agreement. This paragraph shall not limit or modify any other remedy available to the City, including, but not limited to, those remedies found in Paragraph 20 of this Agreement, in the event that the City determines, based on substantial competent evidence, that this development is not being constructed in accordance with all relevant development permits.

18. Status Reports. As part of the annual status report required by the Urban Fringe Community District land use category and beginning in 2006, the Developer, or its designee, shall provide a written status report to the City to allow the City to conduct its periodic review in accordance with the requirements of Section 163.3235, Florida Statutes. The status report shall include the following information:

1. a summary of the development completed for the year, to include the amount of commercial square footage and the number and type of residential units as well as an attached current site plan delineating the location of the commercial square footage, the residential units and all preserve and buffer areas;

2. the non-public recreational uses completed for the year;

3. a cumulative total of all development completed to date;

4. the locations of public sites;

5. the significant local, state, and federal permits which have been obtained or which are pending by agency, type of permit, permit number, and purpose of permit; and

6. the identification of undeveloped parcels that have been sold to a separate entity or developer;

7. a statement from the Developer's environmental consultant certifying that the development is in compliance with all relevant environmental conditions and/or restrictions of the project's development permits.

19. Notices. All notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested to the following addresses, or to such other person or address as any Party may designate from time to time in writing:

If to the Developer: BEACH ROAD DEVELOPMENT COMPANY, LLC
9990 Coconut Road, Suite 200
Bonita Springs, Florida 34135

Attn: James P. McGowan

with a copy to: Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe St.
Fort Myers, Florida 33901

Attn: Charles J. Basinait, Esq.

If to the City: City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Attn: City Manager

with copies to: City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

Attn: City Attorney

and

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

Attn: City Clerk

20. Remedies. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and thirty (30) days in which to cure the default. If the default can not reasonably be cured within the thirty (30) day period, such period shall be extended if the cure is commenced within such thirty (30) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.

21. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement shall be exclusively in Lee County, Florida.

22. Severability. If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, the remaining portions or provisions of this Agreement shall not be affected or impaired, each remaining provision shall remain in full force and effect, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. Entire Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations,

or agreements, either verbal or written, regarding the development of the Property between the Parties.

24. Conflict of Laws. If state or federal laws are enacted subsequent to the execution of this Agreement which are applicable to and preclude either Party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws.

25. Covenants Running with the Land and Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land, and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns. Subject to the prior written approval of the City, the obligations of the Developer may be assigned to one or more property owners associations or to one or more CDDs and the Developer shall thereafter be relieved of future obligations hereunder.

26. Effective Date. This Agreement shall become effective upon the later date to occur of: i. thirty (30) days after its receipt by the Florida Department of Community Affairs or ii. upon the effective date of the City's comprehensive plan amendment designating the Property as Urban Fringe Community District and Resource Protection on the City's Future Land Use Map of the City's Comprehensive Plan.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

DEVELOPER:

BEACH ROAD DEVELOPMENT COMPANY, LLC, a Florida limited liability company

By: RESOURCE CONSERVATION PROPERTIES, INC., a Florida corporation, Managing Member

By: _____
James P. McGowan, Vice President

Date: 5-17-05

_____
Witness Signature

Lillie Mordes
Print Name

_____
Witness Signature

Linda J. Antonaccio
Print Name

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of May, 2005, by James P. McGowan, as Vice President of RESOURCE CONSERVATION PROPERTIES, INC., a Florida corporation, as Managing Member of **BEACH ROAD DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, who is personally known to me ~~or who has produced~~ _____ ~~as identification.~~

My Commission Expires:

Linda J. Antonaccio
MY COMMISSION # DD030432 EXPIRES
August 18, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

_____
Notary Public

Linda J. Antonaccio
Print/Type Name of Notary Public

Commission No. DD 030432

TAL:51453:8

CITY:

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

ATTEST:

By: _____
City Clerk

By: _____

Approved as to Form and Legal Sufficiency

By: _____
Audrey E. Vance, City Attorney

I CERTIFY THAT THIS IS A CORRECT AND TRUE COPY OF AN OFFICIAL PUBLIC RECORD FILED WITH THE CITY CLERK OF BONITA SPRINGS, FLORIDA.

BONITA SPRINGS CITY CLERK

_____
City Clerk
Date: 6-6-05

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, THENCE S.89°22'02"W., ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,62140 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE S.89°21'09"W., ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 348.25 FEET; THENCE N.07°26'39"W., A DISTANCE OF 61.98 FEET; THENCE N.45°54'24"E., A DISTANCE OF 46.95 FEET; THENCE N.24°15'16"E., A DISTANCE OF 25.79 FEET; THENCE N.01°59'54"E., A DISTANCE OF 93.52 FEET; THENCE N.44°22'03"W., A DISTANCE OF 68.75 FEET; THENCE N.89°33'12"W., A DISTANCE OF 60.02 FEET; THENCE N.30'55'01 "W., A DISTANCE OF 159.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 98°30'03", A CHORD BEARING OF N.18°20'00"E., AND A CHORD LENGTH OF 30.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.38 FEET, TO THE END OF SAID CURVE; THENCE N.67°35'02"E., A DISTANCE OF 107.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 56°22'12", A CHORD BEARING OF N.39°23'56"E., AND A CHORD LENGTH OF 47.23 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.19 FEET, TO THE END OF SAID CURVE; THENCE N.11 ° 12'50"E., A DISTANCE OF 169.58 FEET; THENCE N.33°27'08"E., A DISTANCE OF 38.87 FEET; THENCE N.21°0923"E., A DISTANCE OF 55.74 FEET; THENCE N.09°55'38"E., A DISTANCE OF 52.57 FEET; THENCE N.27°41'19"E., A DISTANCE OF 73.77 FEET; THENCE N.26°55'50"E., A DISTANCE OF 91.26 FEET; THENCE N.29°01'58"E., A DISTANCE OF 66.79 FEET; THENCE N.33°56'54"E., A DISTANCE OF 61.26 FEET; THENCE N.00°03'47"W., A DISTANCE OF 26.76 FEET; THENCE N.46°59'02"W., A DISTANCE OF 47.10 FEET; THENCE N.07°52'59"W., A DISTANCE OF 50.23 FEET; THENCE N.04°13'49"E., A DISTANCE OF 119.37 FEET; THENCE N.07°32'50"E., A DISTANCE OF 94.80 FEET; THENCE N.00°31'45"E., A DISTANCE OF 85.93 FEET; THENCE N.05°35'22"E., A DISTANCE OF 76.27 FEET; THENCE N.03°53'01 "E., A DISTANCE OF 75.93 FEET; THENCE S.89°50'32"W., A DISTANCE OF 326.47 FEET; THENCE S.12° 13 '58 "W., A DISTANCE OF 71.54 FEET; THENCE S.44°37'08"W., A DISTANCE OF 37.99 FEET; THENCE S.82°10'43 "W., A DISTANCE OF 62.32 FEET; THENCE S.57°20'31 "W., A DISTANCE OF 60.37 FEET; THENCE S.73°13'26"W., A DISTANCE OF 111.28 FEET; THENCE S.54°58'06"W., A DISTANCE OF 62.90 FEET; THENCE S.51°03'34"W., A DISTANCE OF 69.15 FEET; THENCE S.87°08'20"W., A DISTANCE OF 73.25 FEET; THENCE S.77° 13'23"W., A DISTANCE OF 42.42 FEET; THENCE S.74°36'41 "W., A DISTANCE OF 89.03 FEET; THENCE S.79° 18' 13 "W , A DISTANCE OF 89.03 FEET; THENCE S.81 °48'3 5 "W., A DISTANCE OF 130.81 FEET; THENCE N.30°17'06"E., A DISTANCE OF 64.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 33°28'31", A CHORD BEARING

OF N.15°35'49"E., AND A CHORD LENGTH OF 43.20 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.82 FEET, TO THE END OF SAID CURVE; THENCE N.01 °08'27"W., A DISTANCE OF 72.80 FEET; THENCE N.09°01'02"W., A DISTANCE OF 99.51 FEET; THENCE S.89°34'21 "W., A DISTANCE OF 44.80 FEET; THENCE S.81°20'28"W., A DISTANCE OF 66.84 FEET; THENCE N.78°04'26"W., A DISTANCE OF 72.94 FEET; THENCE S.34°48'40"W., A DISTANCE OF 36.19 FEET; THENCE S.09°51'32"E., A DISTANCE OF 26.62 FEET; THENCE S.02°02'40"W., A DISTANCE OF 84.21 FEET; THENCE S.55°38'29"W., A DISTANCE OF 41.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 56°57'08", A CHORD BEARING OF S.84°07'03"W., AND A CHORD LENGTH OF 28.61 FEET; THENCE ALONG THE ARC OF S, TO THE L A I D CURVE AN ARC LENGTH OF 29.82 FEET, TO THE END OF SAID CURVE; THENCE N.61°52'46"W., A DISTANCE OF 33.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 35°03'51", A CHORD BEARING OF N.44°20'50"W., AND A CHORD LENGTH OF 60.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.20 FEET, TO THE END OF SAID CURVE; THENCE N.26°48'54"W., A DISTANCE OF 75.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 47°12'02", A CHORD BEARING OF N.50°24'55"W., AND A CHORD LENGTH OF 16.01 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.48 FEET, TO THE END OF SAID CURVE; THENCE N.74°00'56"W., A DISTANCE OF 61.37 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 60°55'49", A CHORD BEARING OF N.43°33'02"W., AND A CHORD LENGTH OF 30.42 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.90 FEET, TO THE END OF SAID CURVE; THENCE N.13°05'07"W., A DISTANCE OF 84.77 FEET; THENCE N.00°44'03 "W., A DISTANCE OF 261.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 24°22'25", A CHORD BEARING OF N.12°55'15"W., AND A CHORD LENGTH OF 63.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 63.81 FEET, TO THE

END OF SAID CURVE; THENCE N.25°06'28 "W., A DISTANCE OF 35.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°28'34", A CHORD BEARING OF N.00°52'11"W., AND A CHORD LENGTH OF 20.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.15 FEET, TO THE END OF SAID CURVE; THENCE N.23°22'06"E., A DISTANCE OF 45.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65°31'14", A CHORD BEARING OF N.09°23'31 "W., AND A CHORD LENGTH OF 27.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.59 FEET, TO THE END OF SAID CURVE; THENCE N.42°09'08"W., A DISTANCE OF 52.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 21°50'41 ", A CHORD BEARING OF N.53°04'29"W., AND A CHORD LENGTH OF 9.47 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 9.53 FEET, TO THE END OF SAID CURVE; THENCE N.63 °59'49 "W., A DISTANCE OF 70.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 59°31'00", A CHORD BEARING OF N.34°14'20"W., AND A CHORD LENGTH OF 49.63 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 51.94 FEET, TO THE END OF SAID CURVE; THENCE N.04°28'50"W., A DISTANCE OF 61.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°55'17', A CHORD BEARING OF N.22°28'49"E., AND A CHORD LENGTH OF 22.67 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 23.53 FEET, TO THE END OF SAID CURVE; THENCE N.49°26'27"E., A DISTANCE OF 38.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 39°01'36", A CHORD BEARING OF N.68°57'15"E., AND A CHORD LENGTH OF 10.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 10.22 FEET, TO THE END OF SAID CURVE; THENCE N.88°28'03"E., A DISTANCE OF 102.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 63°49'19", A CHORD BEARING OF N.56°33[1]24"E., AND A CHORD LENGTH OF 10.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 11.14 FEET, TO THE END OF SAID CURVE; THENCE N.31°02'15"E., A DISTANCE OF 30.17 FEET; THENCE N.21°04'44"E., A DISTANCE OF 40.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 36°39'21 ", A CHORD BEARING OF N.02°45'04"E., AND A CHORD LENGTH OF 62.89 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 63.98 FEET, TO THE END OF SAID CURVE; THENCE N.15°34'37"W., A DIST, TO THE L A N C E OF 94.35 FEET; THENCE N.19°20'31 "W., A DISTANCE OF 91.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 18°49'35", A CHORD BEARING OF N.07°58'08"W., AND A CHORD LENGTH OF 49.07 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.29 FEET, TO THE END OF SAID CURVE; THENCE N.01°26'39"E., A DISTANCE OF 49.38

FEET; THENCE S.89°36'56"W., A DISTANCE OF 241.16 FEET; THENCE N.00°04'22"E., A DISTANCE OF 163.51 FEET; THENCE N.08°42'31 "W., A DISTANCE OF 70.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 23°00'29", A CHORD BEARING OF N.20°12'46"W,, AND A CHORD LENGTH OF 43.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET, TO THE END OF SAID CURVE; THENCE N.31 °43'00"W., A DISTANCE OF 22.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 35°38'16", A CHORD BEARING OF N.13°53'52"W., AND A CHORD LENGTH OF 34.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.83 FEET, TO THE END OF SAID CURVE; THENCE N.03°55'16"E., A DISTANCE OF 114.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 20°01'46", A CHORD BEARING OF N.06°05'37"W., AND A CHORD LENGTH OF 30.26 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.41 FEET, TO THE END OF SAID CURVE; THENCE N.16°06'30"W., A DISTANCE OF 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 28°30'04", A CHORD BEARING OF N.01°51'28"W., AND A CHORD LENGTH OF 42.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 23°56'39", A CHORD BEARING OF N.00°25'15"E., AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.34 FEET, TO THE END OF SAID CURVE; THENCE N.11°33'05"'W., A DISTANCE OF 26.09 FEET; THENCE N.01°20'37"W., A DISTANCE OF 54.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 98.14 FEET, A CENTRAL .ANGLE OF 22°30'22", A CHORD BEARING OF N.07°29'36"W., AND A CHORD LENGTH OF 38.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.55 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°51'42", A CHORD BEARING OF N.38°40'38"W., AND A CHORD LENGTH OF 17.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 94°14'47", A CHORD BEARING OF N.11°29'05"W., AND A CHORD LENGTH OF 190.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 213.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 37°46'33 ", A CHORD BEARING OF N.16°45'02"E., AND A CHORD LENGTH OF 129.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.86 FEET, TO THE END OF SAID CURVE; THENCE N.06°40'40"W., A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 12°06' 17", A CHORD BEARING OF N.00°37'32"W., AND A CHORD LENGTH OF 13,71 FEET; THENCE ALONG

THE ARC OF SAID CURVE AN ARC LENGTH OF 13.73 FEET, TO THE END OF SAID CURVE; THENCE N.05°25'37"E., A DISTANCE OF 70.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 76°48'36", A CHORD BEARING OF N.32°58'41 "W., AND A CHORD LENGTH OF 109.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 117.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 29.97 FEET, A CENTRAL ANGLE OF 60°21'58", A CHORD BEARING OF N.41 ° 12'00 "W., AND A CHORD LENGTH OF 30.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.58 FE, TO THE I ET, TO THE END OF SAID CURVE; THENCE N.12°46'16"W., A DISTANCE OF 27.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 37°51'48", A CHORD BEARING OF N.06°09'38"E., AND A CHORD LENGTH OF 83.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 84.59 FEET, TO THE END OF SAID CURVE; THENCE N.25°05'32"E., A DISTANCE OF 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 15°03'30", A CHORD BEARING OF N.32°37'17"E., AND A CHORD LENGTH OF 12.45 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 469.77 FEET, A CENTRAL ANGLE OF 09°07'39", A CHORD BEARING. OF N.35°35'13"E., AND A CHORD LENGTH OF 74.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.84 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 23°46'45", A CHORD BEARING OF N.19°08'00"E., AND A CHORD LENGTH OF 19.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.71 FEET, TO THE END OF SAID CURVE; THENCE N.07°14'38"E., A DISTANCE OF 38.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 12°06'24", A CHORD BEARING OF N.01 ° 11'26"E., AND A CHORD LENGTH OF 61.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.28 FEET, TO THE END OF SAID CURVE; THENCE N.04°51'46"W., A DISTANCE OF 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 11°01'51", A CHORD BEARING OF N.00°39'10"E., AND A CHORD LENGTH OF 8.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.95 FEET, TO THE END OF SAID CURVE; THENCE N.06° 10'05"E., A DISTANCE OF 39.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 19°17'07", A CHORD BEARING OF N.15°48'39"E., AND A CHORD LENGTH OF 22.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.89 FEET, TO THE END OF SAID CURVE; THENCE N.25°27'12"E., A DISTANCE OF 72.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 25°23'50", A CHORD BEARING OF N.12°45'17"E., AND A CHORD LENGTH OF 37.37 FEET; THENCE ALONG

THE ARC OF SAID CURVE AN ARC LENGTH OF 37.68 FEET, TO THE END OF SAID CURVE; THENCE N.00°03'22"E., A DISTANCE OF 99.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 31°4T50", A CHORD BEARING OF N.15°57'17"E., AND A CHORD LENGTH OF 16.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.65 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF 18°42'18", A CHORD BEARING OF N.41 ° 12'21 "E., AND A CHORD LENGTH OF 47.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.99 FEET, TO THE END OF SAID CURVE; THENCE N.51 °53'17"E., A DISTANCE OF 18.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 43.74 FEET, A CENTRAL ANGLE OF 28°18'10", A CHORD BEARING OF N.68°35'38"E., AND A CHORD LENGTH OF 21.39 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 53°27'49", A CHORD BEARING OF N.56°00'49"E., AND A CHORD LENGTH OF 19.79 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 173.66 FEET, A CENTRAL ANGLE OF 10°26'14", A CHORD BEARING OF N.23°56'51"E., AND A CHORD LENGTH OF 31.59 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 97.33 FEET, A CENTRAL ANGLE OF 16°43'45", A CHORD BEARING OF N.10°49'28"E., AND A CHORD LENGTH OF 28.32 FEET; THENCE ALONG THE ARC OF , TO THE Ī SAID CURVE AN ARC LENGTH OF 28.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF 41 °00'49", A CHORD BEARING OF N.26°57'38"E., AND A CHORD LENGTH OF 24.03 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.55 FEET, TO THE END OF SAID CURVE; THENCE N.41°56'39"E., A DISTANCE OF 57.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 19°47'28", A CHORD BEARING OF N.32°02'55"E., AND A CHORD LENGTH OF 18.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 286.61 FEET, A CENTRAL ANGLE OF 19°57'14", A CHORD BEARING OF N.32°07'48"E., AND A CHORD LENGTH OF 99.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 99.82 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 12°21'39", A CHORD BEARING OF N.48°17'15"E., AND A CHORD LENGTH OF 25.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 25.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 26°53'54", A CHORD BEARING OF N.41°01'07"E., AND A CHORD LENGTH OF 27.91 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF

28.17 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 63.21 FEET, A CENTRAL ANGLE OF 41°28'44", A CHORD BEARING OF N.06°49'48 "E., AND A CHORD LENGTH OF 44.77 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 77.50 FEET, A CENTRAL ANGLE OF 24°36'11", A CHORD BEARING OF N.01 °36'28"W., AND A CHORD LENGTH OF 33.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.28 FEET, TO THE END OF SAID CURVE; THENCE N.10°41'37"E., A DISTANCE OF 16.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 24°36'12", A CHORD BEARING OF N.22°59'43 "E., AND A CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.05 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 421.93 FEET, A CENTRAL ANGLE OF 06°20'50", A CHORD BEARING OF N.3 8 °28' 14"E., AND A CHORD LENGTH OF 46.72 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 46.74 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 83.50 FEET, A CENTRAL ANGLE OF 17°08'57", A CHORD BEARING OF N.50°59'21 "E., AND A CHORD LENGTH OF 24.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°18'50", A CHORD BEARING OF N.29°24'25"E., AND A CHORD LENGTH OF 16.08 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.84 FEET, TO THE END OF SAID CURVE; THENCE N.00°45'00"W., A DISTANCE OF 7.13 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N.89°15'00"E., ALONG SAID NORTH LINE A DISTANCE OF 1,565.15 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE N.89°16'35"E.,ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2,629.24 FEET; THENCE S.00°47'30"E., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2,686.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE S.00°52'31 "E., ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,712.07 FEET TO THE **POINT OF BEGINNING.** PARCEL CONTAINS 500.23 ACRES, MORE OR LESS.

EXHIBIT B

The following is a list of the required governmental permits for development of projects within the Bonita Beach Road Golf Community Project.

1. Development Order from the City of Bonita Springs
2. Vegetation Removal Permit from City of Bonita Springs
3. Bonita Springs Utilities Construction Approval
4. FDEP General Permit for Water System Construction
5. FDEP General Permit for Wastewater System Construction
6. SFWMD Environmental Resource Permit & Water Use Permit
7. FDEP Generic Permit for Stormwater Discharge from Construction Activities (NPDES)
8. City of Bonita Springs Building Permit
9. RPD Zoning Approval from the City of Bonita Springs
10. U.S. Army Corps Permit

EXTENSION OF THE
BONITA BEACH ROAD GOLF COMMUNITY
DEVELOPMENT AGREEMENT

This extension of the Bonita Beach Road Golf Community Development Agreement is entered into this 20 day of July, 2011, 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 **RP BONITA BEACH RD, L.L.C.**, a Delaware limited liability company, whose address is Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas, Texas 75219 (hereinafter "Developer").

WHEREAS, on May 18, 2005, the City and Beach Road Development Company, LLC, a Florida limited liability company, entered into a development agreement pursuant to the Florida Local Development Agreement Act, Sections 163.3200-163.3243, Florida Statutes, (hereinafter "Development Agreement"); and

WHEREAS, the Development Agreement established the terms under which the property legally described on the attached Exhibit "A" and generally known as the Bonita Beach Road Golf Community (hereinafter "Property") may be developed; and

WHEREAS, the Development Agreement is binding on the City and Beach Road Development Company, LLC's personal representatives, heirs, successors, grantees, and assigns; and

WHEREAS, on April 28, 2011, RP Bonita Beach Rd, L.L.C., a Delaware limited liability company, purchased the Property; and

WHEREAS, the required voluntary contribution for road improvements has been paid to the City and the transportation obligations related to the expansion and extension of Bonita Beach Road have been complied with; and

WHEREAS, the term of the Development Agreement is ten (10) years from its effective date; and

WHEREAS, Section 163.3229, Florida Statutes, allows the term of a development agreement to be extended by mutual consent of the City and the developer; and

WHEREAS, because of the real estate market conditions, development of the Property has not occurred as quickly as anticipated; and

WHEREAS, in recognition of the real estate market conditions, the City and the Developer wish to extend the term of the Development Agreement; and

WHEREAS, the City conducted two public hearings prior to entering into this Extension of the Development Agreement, both of which were properly noticed by publication in the Fort

Myers News Press and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

NOW, THEREFORE, in consideration of the covenants and conditions in the Development Agreement and of the benefits to accrue to each Party, the City and the Developer agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Extension of the Development Agreement are hereby deemed a part hereof.

2. Duration of Development Agreement. The term of the Development Agreement is hereby extended to July 26, 2035. The Development Agreement shall remain in full force and effect until July 26, 2035, unless terminated earlier with the Parties' mutual consent. The duration of the Development Agreement may be further extended with the Parties' mutual consent in accordance with Section 163.3229, Florida Statutes.

3. Terms and Conditions of the Development Agreement. The terms and conditions of the Development Agreement shall remain in full force and effect, except as modified by this Extension of the Development Agreement.

4. Effective Date. This Extension of the Development Agreement shall become effective upon its approval by the City.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

DEVELOPER:

RP BONITA BEACH RD, L.L.C, a Delaware limited liability company

By: _____

Name: ~~Garrett Solomon~~
Vice President

Title: _____

Date: July 18, 2011

_____
Witness Signature

Tarah OBrien
Print Name

_____
Witness Signature

Jason Chiverton
Print Name

STATE OF MA
COUNTY OF SUFFOLK

THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of July, 2011, by GARRETT SOLOMON as Vice President, who is personally known to me or who has produced known to me as identification.

My Commission Expires:

_____
Notary Public

ELANA SHAPIRO
Print/type Name of Notary Public

_____

Commission No. _____

Elana Shapiro, Notary Public
Commonwealth of Massachusetts
My Commission Expires 5/18/2012

ELANA SHAPIRO
Notary Public
Commonwealth of Massachusetts
My Commission Expires on 5/18/2012

RM:7975468:3

CITY:

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

ATTEST:

By: _____
City Clerk

By: _____

Approved as to Form and Legal Sufficiency

By: _____
Audrey E. Vance, City Attorney

RM:7975468:3

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, THENCE S.89°22'02"W., ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,62140 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE S.89°21'09"W., ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 348.25 FEET; THENCE N.07°26'39"W., A DISTANCE OF 61.98 FEET; THENCE N.45°54'24"E., A DISTANCE OF 46.95 FEET; THENCE N.24°15'16"E., A DISTANCE OF 25.79 FEET; THENCE N.01°59'54"E., A DISTANCE OF 93.52 FEET; THENCE N.44°22'03"W., A DISTANCE OF 68.75 FEET; THENCE N.89°33'12"W., A DISTANCE OF 60.02 FEET; THENCE N.30'55'01 "W., A DISTANCE OF 159.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 98°30'03", A CHORD BEARING OF N.18°20'00"E., AND A CHORD LENGTH OF 30.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.38 FEET, TO THE END OF SAID CURVE; THENCE N.67°35'02"E., A DISTANCE OF 107.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 56°22'12", A CHORD BEARING OF N.39°23'56"E., AND A CHORD LENGTH OF 47.23 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.19 FEET, TO THE END OF SAID CURVE; THENCE N.11 ° 12'50"E., A DISTANCE OF 169.58 FEET; THENCE N.33°27'08"E., A DISTANCE OF 38.87 FEET; THENCE N.21°0923"E., A DISTANCE OF 55.74 FEET; THENCE N.09°55'38"E., A DISTANCE OF 52.57 FEET; THENCE N.27°41'19"E., A DISTANCE OF 73.77 FEET; THENCE N.26°55'50"E., A DISTANCE OF 91.26 FEET; THENCE N.29°01'58"E., A DISTANCE OF 66.79 FEET; THENCE N.33°56'54"E., A DISTANCE OF 61.26 FEET; THENCE N.00°03'47"W., A DISTANCE OF 26.76 FEET; THENCE N.46°59'02"W., A DISTANCE OF 47.10 FEET; THENCE N.07°52'59"W., A DISTANCE OF 50.23 FEET; THENCE N.04°13'49"E., A DISTANCE OF 119.37 FEET; THENCE N.07°32'50"E., A DISTANCE OF 94.80 FEET; THENCE N.00°31'45"E., A DISTANCE OF 85.93 FEET; THENCE N.05°35'22"E., A DISTANCE OF 76.27 FEET; THENCE N.03°53'01 "E., A DISTANCE OF 75.93 FEET; THENCE S.89°50'32"W., A DISTANCE OF 326.47 FEET; THENCE S.12° 13 '58 "W., A DISTANCE OF 71.54 FEET; THENCE S.44°37'08"W., A DISTANCE OF 37.99 FEET; THENCE S.82°10'43 "W., A DISTANCE OF 62.32 FEET; THENCE S.57°20'31 "W., A DISTANCE OF 60.37 FEET; THENCE S.73°13'26"W., A DISTANCE OF 111.28 FEET; THENCE S.54°58'06"W., A DISTANCE OF 62.90 FEET; THENCE S.51°03'34"W., A DISTANCE OF 69.15 FEET; THENCE S.87°08'20"W., A DISTANCE OF 73.25 FEET; THENCE S.77° 13'23"W., A DISTANCE OF 42.42 FEET; THENCE S.74°36'41 "W., A DISTANCE OF 89.03 FEET; THENCE S.79° 18' 13 "W , A DISTANCE OF 89.03 FEET; THENCE S.81 °48'3 5 "W., A DISTANCE OF 130.81 FEET; THENCE N.30°17'06"E., A DISTANCE OF 64.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 33°28'31", A CHORD BEARING

OF N.15°35'49"E., AND A CHORD LENGTH OF 43.20 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.82 FEET, TO THE END OF SAID CURVE; THENCE N.01°08'27"W., A DISTANCE OF 72.80 FEET; THENCE N.09°01'02"W., A DISTANCE OF 99.51 FEET; THENCE S.89°34'21"W., A DISTANCE OF 44.80 FEET; THENCE S.81°20'28"W., A DISTANCE OF 66.84 FEET; THENCE N.78°04'26"W., A DISTANCE OF 72.94 FEET; THENCE S.34°48'40"W., A DISTANCE OF 36.19 FEET; THENCE S.09°51'32"E., A DISTANCE OF 26.62 FEET; THENCE S.02°02'40"W., A DISTANCE OF 84.21 FEET; THENCE S.55°38'29"W., A DISTANCE OF 41.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 56°57'08", A CHORD BEARING OF S.84°07'03"W., AND A CHORD LENGTH OF 28.61 FEET; THENCE ALONG THE ARC OF S, TO THE L A I D CURVE AN ARC LENGTH OF 29.82 FEET, TO THE END OF SAID CURVE; THENCE N.61°52'46"W., A DISTANCE OF 33.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 35°03'51", A CHORD BEARING OF N.44°20'50"W., AND A CHORD LENGTH OF 60.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.20 FEET, TO THE END OF SAID CURVE; THENCE N.26°48'54"W., A DISTANCE OF 75.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 47°12'02", A CHORD BEARING OF N.50°24'55"W., AND A CHORD LENGTH OF 16.01 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.48 FEET, TO THE END OF SAID CURVE; THENCE N.74°00'56"W., A DISTANCE OF 61.37 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 60°55'49", A CHORD BEARING OF N.43°33'02"W., AND A CHORD LENGTH OF 30.42 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.90 FEET, TO THE END OF SAID CURVE; THENCE N.13°05'07"W., A DISTANCE OF 84.77 FEET; THENCE N.00°44'03"W., A DISTANCE OF 261.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 24°22'25", A CHORD BEARING OF N.12°55'15"W., AND A CHORD LENGTH OF 63.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 63.81 FEET, TO THE

END OF SAID CURVE; THENCE N.25°06'28 "W., A DISTANCE OF 35.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°28'34", A CHORD BEARING OF N.00°52'11"W., AND A CHORD LENGTH OF 20.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.15 FEET, TO THE END OF SAID CURVE; THENCE N.23°22'06"E., A DISTANCE OF 45.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 65°31'14", A CHORD BEARING OF N.09°23'31 "W., AND A CHORD LENGTH OF 27.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.59 FEET, TO THE END OF SAID CURVE; THENCE N.42°09'08"W., A DISTANCE OF 52.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 21°50'41 ", A CHORD BEARING OF N.53°04'29"W., AND A CHORD LENGTH OF 9.47 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 9.53 FEET, TO THE END OF SAID CURVE; THENCE N.63 °59'49 "W., A DISTANCE OF 70.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 59°31'00", A CHORD BEARING OF N.34°14'20"W., AND A CHORD LENGTH OF 49.63 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 51.94 FEET, TO THE END OF SAID CURVE; THENCE N.04°28'50"W., A DISTANCE OF 61.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°55'17', A CHORD BEARING OF N.22°28'49"E., AND A CHORD LENGTH OF 22.67 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 23.53 FEET, TO THE END OF SAID CURVE; THENCE N.49°26'27"E., A DISTANCE OF 38.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 39°01'36", A CHORD BEARING OF N.68°57'15"E., AND A CHORD LENGTH OF 10.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 10.22 FEET, TO THE END OF SAID CURVE; THENCE N.88°28'03"E., A DISTANCE OF 102.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 63°49'19", A CHORD BEARING OF N.56°33'24"E., AND A CHORD LENGTH OF 10.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 11.14 FEET, TO THE END OF SAID CURVE; THENCE N.31°02'15"E., A DISTANCE OF 30.17 FEET; THENCE N.21°04'44"E., A DISTANCE OF 40.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 36°39'21 ", A CHORD BEARING OF N.02°45'04"E., AND A CHORD LENGTH OF 62.89 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 63.98 FEET, TO THE END OF SAID CURVE; THENCE N.15°34'37"W., A DIST, TO THE L A N C E OF 94.35 FEET; THENCE N.19°20'31 "W., A DISTANCE OF 91.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 18°49'35", A CHORD BEARING OF N.07°58'08"W., AND A CHORD LENGTH OF 49.07 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 49.29 FEET, TO THE END OF SAID CURVE; THENCE N.01°26'39"E., A DISTANCE OF 49.38

FEET; THENCE S.89°36'56"W., A DISTANCE OF 241.16 FEET; THENCE N.00°04'22"E., A DISTANCE OF 163.51 FEET; THENCE N.08°42'31 "W., A DISTANCE OF 70.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 23°00'29", A CHORD BEARING OF N.20°12'46"W., AND A CHORD LENGTH OF 43.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET, TO THE END OF SAID CURVE; THENCE N.31°43'00"W., A DISTANCE OF 22.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 35°38'16", A CHORD BEARING OF N.13°53'52"W., AND A CHORD LENGTH OF 34.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.83 FEET, TO THE END OF SAID CURVE; THENCE N.03°55'16"E., A DISTANCE OF 114.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 20°01'46", A CHORD BEARING OF N.06°05'37"W., AND A CHORD LENGTH OF 30.26 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.41 FEET, TO THE END OF SAID CURVE; THENCE N.16°06'30"W., A DISTANCE OF 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 28°30'04", A CHORD BEARING OF N.01°51'28"W., AND A CHORD LENGTH OF 42.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 23°56'39", A CHORD BEARING OF N.00°25'15"E., AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.34 FEET, TO THE END OF SAID CURVE; THENCE N.11°33'05"W., A DISTANCE OF 26.09 FEET; THENCE N.01°20'37"W., A DISTANCE OF 54.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 98.14 FEET, A CENTRAL ANGLE OF 22°30'22", A CHORD BEARING OF N.07°29'36"W., AND A CHORD LENGTH OF 38.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.55 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°51'42", A CHORD BEARING OF N.38°40'38"W., AND A CHORD LENGTH OF 17.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 94°14'47", A CHORD BEARING OF N.11°29'05"W., AND A CHORD LENGTH OF 190.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 213.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 37°46'33 ", A CHORD BEARING OF N.16°45'02"E., AND A CHORD LENGTH OF 129.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.86 FEET, TO THE END OF SAID CURVE; THENCE N.06°40'40"W., A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 12°06' 17", A CHORD BEARING OF N.00°37'32"W., AND A CHORD LENGTH OF 13,71 FEET; THENCE ALONG

THE ARC OF SAID CURVE AN ARC LENGTH OF 13.73 FEET, TO THE END OF SAID CURVE; THENCE N.05°25'37"E., A DISTANCE OF 70.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 76°48'36", A CHORD BEARING OF N.32°58'41 "W., AND A CHORD LENGTH OF 109.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 117.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 29.97 FEET, A CENTRAL ANGLE OF 60°21'58", A CHORD BEARING OF N.41 ° 12'00 "W., AND A CHORD LENGTH OF 30.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.58 FE, TO THE I ET, TO THE END OF SAID CURVE; THENCE N.12°46'16"W., A DISTANCE OF 27.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 37°51'48", A CHORD BEARING OF N.06°09'38"E., AND A CHORD LENGTH OF 83.06 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 84.59 FEET, TO THE END OF SAID CURVE; THENCE N.25°05'32"E., A DISTANCE OF 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 15°03'30", A CHORD BEARING OF N.32°37'17"E., AND A CHORD LENGTH OF 12.45 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 469.77 FEET, A CENTRAL ANGLE OF 09°07'39", A CHORD BEARING. OF N.35°35'13"E., AND A CHORD LENGTH OF 74.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.84 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 23°46'45", A CHORD BEARING OF N.19°08'00"E., AND A CHORD LENGTH OF 19.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.71 FEET, TO THE END OF SAID CURVE; THENCE N.07°14'38"E., A DISTANCE OF 38.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 12°06'24", A CHORD BEARING OF N.01 ° 11'26"E., AND A CHORD LENGTH OF 61.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.28 FEET, TO THE END OF SAID CURVE; THENCE N.04°51'46"W., A DISTANCE OF 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 11°01'51", A CHORD BEARING OF N.00°39'10"E., AND A CHORD LENGTH OF 8.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.95 FEET, TO THE END OF SAID CURVE; THENCE N.06° 10'05"E., A DISTANCE OF 39.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 19°17'07", A CHORD BEARING OF N.15°48'39"E., AND A CHORD LENGTH OF 22.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.89 FEET, TO THE END OF SAID CURVE; THENCE N.25°27'12"E., A DISTANCE OF 72.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 25°23'50", A CHORD BEARING OF N.12°45'17"E., AND A CHORD LENGTH OF 37.37 FEET; THENCE ALONG

THE ARC OF SAID CURVE AN ARC LENGTH OF 37.68 FEET, TO THE END OF SAID CURVE; THENCE N.00°03'22"E., A DISTANCE OF 99.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 31°41'50", A CHORD BEARING OF N.15°57'17"E., AND A CHORD LENGTH OF 16.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.65 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF 18°42'18", A CHORD BEARING OF N.41 ° 12'21 "E., AND A CHORD LENGTH OF 47.78 FEET; THENGE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.99 FEET, TO THE END OF SAID CURVE; THENCE N.51 °53'17"E., A DISTANCE OF 18.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 43.74 FEET, A CENTRAL ANGLE OF 28°18'10", A CHORD BEARING OF N.68°35'38"E., AND A CHORD LENGTH OF 21.39 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 53°27'49", A CHORD BEARING OF N.56°00'49"E., AND A CHORD LENGTH OF 19.79 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 173.66 FEET, A CENTRAL ANGLE OF 10°26'14", A CHORD BEARING OF N.23°56'51"E., AND A CHORD LENGTH OF 31.59 FEET; THENGE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 97.33 FEET, A CENTRAL ANGLE OF 16°43'45", A CHORD BEARING OF N.10°49'28"E., AND A CHORD LENGTH OF 28.32 FEET; THENCE ALONG THE ARC OF , TO THE I SAID CURVE AN ARC LENGTH OF 28.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF 41 °00'49", A CHORD BEARING OF N.26°57'38"E., AND A CHORD LENGTH OF 24.03 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.55 FEET, TO THE END OF SAID CURVE; THENCE N.41°56'39"E., A DISTANCE OF 57.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 19°47'28", A CHORD BEARING OF N.32°02'55"E., AND A CHORD LENGTH OF 18.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 286.61 FEET, A CENTRAL ANGLE OF 19°57'14", A CHORD BEARING OF N.32°07'48"E., AND A CHORD LENGTH OF 99.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 99.82 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 12°21'39", A CHORD BEARING OF N.48°17'15"E., AND A CHORD LENGTH OF 25.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 25.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 26°53'54", A CHORD BEARING OF N.41°01'07"E., AND A CHORD LENGTH OF 27.91 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF

28.17 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 63.21 FEET, A CENTRAL ANGLE OF 41°28'44", A CHORD BEARING OF N.06°49'48 "E., AND A CHORD LENGTH OF 44.77 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 77.50 FEET, A CENTRAL ANGLE OF 24°36'11", A CHORD BEARING OF N.01 °36'28"W., AND A CHORD LENGTH OF 33.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.28 FEET, TO THE END OF SAID CURVE; THENCE N.10°41'37"E., A DISTANCE OF 16.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 24°36'12", A CHORD BEARING OF N.22°59'43 "E., AND A CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.05 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 421.93 FEET, A CENTRAL ANGLE OF 06°20'50", A CHORD BEARING OF N.3 8 °28' 14"E., AND A CHORD LENGTH OF 46.72 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 46.74 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 83.50 FEET, A CENTRAL ANGLE OF 17°08'57", A CHORD BEARING OF N.50°59'21 "E., AND A CHORD LENGTH OF 24.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°18'50", A CHORD BEARING OF N.29°24'25"E., AND A CHORD LENGTH OF 16.08 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.84 FEET, TO THE END OF SAID CURVE; THENCE N.00°45'00"W., A DISTANCE OF 7.13 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N.89°15'00"E., ALONG SAID NORTH LINE A DISTANCE OF 1,565.15 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE N.89°16'35"E.,ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2,629.24 FEET; THENCE S.00°47'30"E., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2,686.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE S.00°52'31 "E., ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,712.07 FEET TO THE **POINT OF BEGINNING.** PARCEL CONTAINS 500.23 ACRES, MORE OR LESS.

BONITA NATIONAL
GOLF & COUNTRY CLUB

June 26, 2026

Mary Tornberg, Esq.,AICP
Senior Planner
City of Bonita Springs
RE: ADD26-133706-BOS: Bonita Beach Road RFP Amendment

Dear Ms. Tornberg:

The Bonita National Golf Association is aware of the requests and has no objections to the following applications:

1. The Application for an Administrative Amendment to the Bonita Beach Road RPD to replace the 50,000 square foot limitation with a floor area ratio (FAR) of 0.35 consistent with the Urban Fringe Community District, Policy 1.1.10.1 of the Future Land Use Element of the City of Bonita Springs Comprehensive Plan. The proposed revisions to Condition #1 of Ordinance 06-04 and the MCP are attached.

The subject 13.33+/- acre property is located at 17501-891 Bonita National Boulevard in Section 01, Township 48 South, Range 26 East, Bonita Springs, Florida

2. The DVA26-133725-BOS application submitted by WJ Johnson for an LDO to allow the construction of Boccie ball and Pickle Ball courts and the expansion of the Bonita National parking lot.

Thank you,

Robert Pacheco
President
Bonita National Golf and Country Club

BONITA NATIONAL
GOLF & COUNTRY CLUB

July 31, 2026

Mary Tornberg, Esq., AICP
Senior Planner
City of Bonita Springs
RE: ADD26-133706-BOS: Bonita Beach Road RFP Amendment

Dear Ms. Tornberg:

The Bonita National Homeowners Association, Inc is aware of the requests and has no objections to the following applications:

1. The Application for an Administrative Amendment to the Bonita Beach Road RPD to replace the 50,000 square foot limitation with a floor area ratio (FAR) of 0.35 consistent with the Urban Fringe Community District, Policy 1.1.10.1 of the Future Land Use Element of the City of Bonita Springs Comprehensive Plan. The proposed revisions to Condition #1 of Ordinance 06-04 and the MCP are attached.
2. The subject 13.33+/- acre property is located at 17501-891 Bonita National Boulevard in Section 01, Township 48 South, Range 26 East, Bonita Springs, Florida
3. The DVA26-133725-BOS application submitted by WJ Johnson for an LDO to allow the construction of Boccie ball and Pickle Ball courts and the expansion of the Bonita National parking lot.

Thank you,

Anthony Sirianni
Vice President
Bonita National

BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road; Suite 410W
Boca Raton, FL 33431
(239) 464-7114 (p)

August 13, 2026

Mary Tornberg, Esq., AICP
Senior Planner
City of Bonita Springs
RE: ADD26-133706-BOS: Bonita Beach Road RFP Amendment

Dear Ms. Tornberg:

The Beach Road Golf Estates Community Development District is aware of the requests and has no objections to the following applications and while recognizing that any such improvements will be subject to all appropriate permit reviews and requirements:

1. The Application for an Administrative Amendment to the Bonita Beach Road RPD to replace the 50,000 square foot limitation with a floor area ratio (FAR) of 0.35 consistent with the Urban Fringe Community District, Policy 1.1.10.1 of the Future Land Use Element of the City of Bonita Springs Comprehensive Plan. The proposed revisions to Condition #1 of Ordinance 06-04 and the MCP are attached.
2. The subject 13.33+/- acre property is located at 17501-891 Bonita National Boulevard in Section 01, Township 48 South, Range 26 East, Bonita Springs, Florida
3. The DVA26-133725-BOS application submitted by WJ Johnson for an LDO to allow the construction of Boccie ball and Pickle Ball courts and the expansion of the Bonita National parking lot.

Thank you,

Barry Kove

Barry Kove
Chairman
Beach Road Golf Estates CDD

Bonita Beach Road RPD Developer Agreement (DVA26-133725-BOS)
Permit Status
August 14, 2026

1. Development Order from the City of Bonita Springs

    - DOS13-09857-BOS – Finalized 11/15/2017
    - DOS14-14011-BOS – Finalized 11/21/2018
    - DOS15-19162-BOS – Finalized 11/21/2018
    - DOS15-20720-BOS – Finalized 11/21/2018
    - DOS16-29036-BOS – Finalized 08/28/2020
    - LDO26-133566-BOS-Active
    - LDO24-112755-BOS-Finalized 06/17/2025
    - LDO24-114883-BOX-Finalized: 10/27/2025
    - LDO13-09861-BOS-Finalized 04/17/2014
    - LDO14-14952-BOS-Finalized 02/08/2024
    - LDO17-35366-BOS-Finalized 05/18/2017
    - LDO22-89440-BOS-Finalized 12/13/2023

2. Vegetation Removal Permit from City of Bonita Springs
   None listed in City Portal

3. Bonita Springs Utilities Construction Approval – completed at time of construction

4. FDEP General Permit for Water System Construction – Complete
   Permit No. 0124869-482DSGP

5. FDEP General Permit for Wastewater System Construction – Complete
   Permit No. 50210-446-DWC/CM-Residential Phase I
   50210-455-DWC/CM-Bonita National Fitness
   50210-456-DWC/CL-Residential Phase II
   50210-464-DWC/CM-Residential Phase IV
   50210-467-DWC/CM-Residential Phase 5A
   50210-468-DWC/CM-Residential Phase 5B
   50210-472-DWC/CG-Residential Phase 6
   50210-482-DWC/CM-Residential Phase 7
   50210-486-DWC/CG-Residential Phase 8
   50210-495-DWC/CG-Residential Phase 9
   50210-502-DWC/CG-Residential Phase 10
   50210-517-DWC/CG-Residential Phase 11

6. SFWMD Environmental Resource Permit & Water Use Permit – Complete

111228-11	Bonita National (Fkabonita Beach Road Golf Club R P D)	36-04234-P-05	Lee	ERP	Individual
140214-24	Bonita National - Fka Bonita Beach Road Golf Club Rpd	36-04234-P-05	Lee	ERP	Individual
150323-6	Bonita National (Fka Bonita Beach Road Golf Club Rpd)	36-04234-P-05	Lee	ERP	Individual
150914-16	Bonita National	36-105296-P	Lee	ERP	Individual
160805-18	Bonita National	36-04234-P-05	Lee	ERP	Individual
161230-8	Bonita National	36-04234-P-05	Lee	ERP	Individual
210409-5866	Bonita National	36-105296-P	Lee	ERP	Individual
260325-62759	Bonita National Clubhouse Site	36-116511-P	Lee	ERP	Individual
260325-62764	Bonita National	36-04234-P-05	Lee	ERP	Individual
140414-9	Bonita National Sales Center	36-08161-W	Lee	WU	Noticed General Permit
140312-13	Bonita National Sales Center	36-08161-W	Lee	WU	Noticed General Permit
220209-4	Bonita National	36-01110-W	Lee	WU	Individual
190425-13	Bonita National Sales Center	36-08161-W	Lee	WU	Individual

7. FDEP Generic Permit for Stormwater Discharge from Construction Activities (NPDES)
None listed in FDEP Oculus for Stormwater Discharge Permit

8. City of Bonita Springs Building Permit - Complete

Permit Number	Permit Type	Date
COM22-96481-BOS	Building Miscellaneous	01/25/2023
TRA18-46893-BOS	Electric	03/09/2018
TRA18-46895-BOS	Electric	03/09/2018
COM17-44340-BOS	Building Miscellaneous	01/18/2018
TRA18-44626-BOS	AC New / Change out	01/16/2018
POL17-42084-BOS	Pool & Spa	11/03/2017
COM17-41548-BOS	Building Miscellaneous	10/13/2017
COM17-40487-BOS	Building New Construction	09/25/2017
COM17-40490-BOS	Building New Construction	08/22/2017
POL17-40218-BOS	Pool & Spa	08/11/2017
POL17-40219-BOS	Pool & Spa	08/11/2017
MRV17-35257-BOS	Commercial	02/23/2017
COM17-35338-BOS	Site Development - Driveway / Sidewalks	02/02/2017
COM16-32866-BOS	Building Miscellaneous	10/18/2016
COM16-32873-BOS	Building New Construction	10/18/2016
ACC16-27058-BOS	Screen Room / Enclosure	03/17/2016
POL16-26713-BOS	Pool & Spa	01/19/2016
FNC15-25701-BOS	Fence	12/01/2015
COM15-21553-BOS	Building New Construction	08/25/2015
POL15-23158-BOS	Pool & Spa	08/06/2015
POL15-23160-BOS	Pool & Spa	08/06/2015

9. RPD Zoning Approval from the City of Bonita Springs - Complete

   - ZO-02-12
   - ZO-05-12
   - ZO-06-04

10. U.S. Army Corps Permit - No permits issued
    No permit required per letter dated October 28, 2015 from Dept of the Army

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-09-161
September 23, 2026

ITEM TITLE: Approve restructuring the design-phase contract for the Public Safety Facility and agreement with Harvard Jolly/PBK.

REQUESTOR: Lora Taylor, Director, Communications and Facilities

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

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BACKGROUND:

On April 15, 2026, City Council approved a design and preconstruction services agreement with Gilbane Building Company for the Public Safety Facility which included a portion of the design service proposed by Harvard Jolly/PBK.

To maximize eligibility for potential future grant criteria, we are adjusting the contractual structure for the design phase with a new contract executed directly with PBK for $997,700. This total also includes the Design Construction Administration Services.

This attached proposal is submitted under an existing cooperative purchasing agreement with Lee County (CN240442KLB – Miscellaneous Architectural Services – Annual), utilizing the same terms and conditions.

Funding is available in the Capital Improvement Plan account 30.430.572.5426210.

STAFF RECOMMENDATION: Approve restructuring the design-phase contract for the Public Safety Facility and agreement with Harvard Jolly/PBK.

ATTACHMENTS:

1. PBK Professional Architectural and Engineering Services Proposal
2. Cooperative Purchase Agreement and Exhibit

REVIEWERS:

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

12751 New Brittany Blvd.
Suite 401
Fort Myers, FL 33907
239-275-7774
PBK.com

Revised September 18, 2026 **VIA: Email**

Lora Taylor
Director of Communications & Facilities
Facilities /Special Events/ Information Technology
City of Bonita Springs
9101 Bonita Springs Road
Bonita Springs, FL 34135

RE: Professional Architectural and Engineering Services Proposal
City of Bonita Springs Resiliency Hub

Dear Mr. Burt:

PBK is pleased to submit the following proposal to the City of Bonita Springs to provide professional Architectural/Engineering (A/E) services for the above referenced project.

1.0 Project Understanding

1.1 PBK will provide Architectural, Civil, Landscape Architecture, Structural, Mechanical, Electrical, Plumbing and Fire protection design and engineering services.

1.2 The project includes a Resiliency Hub and associated sitework on an approximately 3.8-acre site located at 26876 Pine Avenue, Bonita Springs, FL 34135 (parcel #00111.0000). Specific scope items are as follows:

- The facility scope will be defined during the project programming phase and will house the City's Emergency Preparedness Personal/Neighborhood Services Department, with space also allocated for the Lee County Sheriff's Bonita Springs Community Policing Unit. The facility is not intended as a hurricane shelter.
- Building design will meet Florida Building Code required hurricane resistance. Selected building and site components may be designed to exceed minimum requirements, as determined during the facility Concept Phase.
- Facility programming
- Traditional audio-visual technology systems design
- Fundamental commissioning of building mechanical systems
- Emergency backup generator design
- Backup potable water system design
- Backup septic system or holding tank design
- Boundary and topographic survey
- Site geotechnical testing
- Site subsurface utilities survey/GPR
- Environmental survey
- Site lighting design

12751 New Brittany Blvd.
Suite 401
Fort Myers, FL 33907
239-275-7774
PBK.com

- Grant administration assistance
- Food service design, equipment specification, and utilities plans
- 3D renderings to illustrate design intent.
- Opinion of probable construction cost estimates for three (3) facility program concepts: 1) standard office, 2) resiliency hub, and 3) emergency operations center.

1.3 The total cost of the project has not yet been determined.

1.4 Project may be partially funded by grant(s).

1.5 Facility programming and design coordination is required with City staff, partnering agencies and other stakeholders.

1.6 Project will be designed and constructed in one phase.

2.0 Scope of Services

2.1 Design service phases and deliverables will include:

a. Concept/Programming Phase **(10% - $99,770 lump sum fee)** PBK will complete the following tasks.
   - Confirm overall project budget allocations, including construction cost and Owner's FF&E.
   - Meet with City representatives and other stakeholders to establish a desired space list of the proposed facility.
   - Develop preliminary concept plan options.

b. Schematic Design Phase **(15% - 149,655 lump sum fee)** - PBK will complete the following task.
   - Develop a facility schematic design based on the established program information and preferred concept design.

c. Design Development Phase **(20% - 199,540 lump sum fee)** - PBK will complete the following task.
   - Develop a set of drawings and specifications roughly halfway through the design effort for review and approval before proceeding to Construction Document phase.

d. Construction Document Phase **(30% - 299,310 lump sum fee)** - PBK will complete the following tasks.
   - Develop documents sufficient for permit approvals and contractor bidding as based on approved Design Development documents.
   - Submit utility and site/civil approvals

e. Bidding/Building Permitting Phase **(5% - 49,885 lump sum fee)** – PBK will provide the following services.
   - Responses to bidding Requests for Information (RFI).
   - Preparation and issuance of addenda.
   - Respond to AHJ plan review comments.

12751 New Brittany Blvd.
Suite 401
Fort Myers, FL 33907
239-275-7774
PBK.com

f. Construction Administration Phase **(20% - 199,540 lump sum fee)** - PBK will provide CA services through construction and final occupancy. These services will include:
   - Two (2) site visits/participation in Owner/Architect/Contractor (OAC) meetings per month
   - Review of submittals
   - Review/responses to Requests for Information (RFI)
   - Walk-through review to determine Substantial Completion with punch list
   - Construction Final Completion review

2.2 PBK will transmit deliverables to the Owner in Adobe Acrobat PDF and AutoCAD format as applicable.

2.3 Reimbursables such as printing, postage, and shipping costs are included in the Basic Services Fee.

2.4 PBK proposes to complete the phases identified per the durations below. Owner review will be completed within three weeks in between submittal deliverables made by the design team.
- Concept/Programming Phase – 2 months from notice-to-proceed
- Schematic Design Phase – 2 months from approved program and master plan
- Design Development Phase – 3 months from approved Schematic Design
- Construction Document Phase – 4 months from approved Design Development
- Bidding/Building Permitting Phase – 3 months (anticipated)
- Construction Administration Phase – 18 months (anticipated)

3.0 Exclusions

3.1 Services not identified in this proposal.

3.2 Changes initiated by the Owner after approved design phases.

3.3 Permitting fees.

3.4 Landscape irrigation design is by delegated trade contractor. Specification of performance criteria is included.

3.5 Enhanced emergency response technology. Available at an additional service fee to the existing contract.

3.6 Design team will coordinate with available property title and easement information.

3.7 Security system or access control system design. Supporting building infrastructure such as conduit and outlets are included.

3.8 Design team will coordinate with Owner’s FF&E.

3.9 Gopher Tortoise relocation services are not anticipated.

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3.10 LEED or other sustainability project certification services; however, incorporation of best practices sustainable features into the design are included.

4.0 Compensation

Fee is based on an $11M project budget (9.07% of project budget). An increase in construction budget shall warrant additional design services fee at the same percentage increase.

Total professional fee	**$ 997,700.00**

PBK very much appreciates this opportunity to partner with the City of Bonita Springs. Please review this proposal and contact us if you have any questions or need additional information.

Sincerely,



Thomas Mayo, AIA
Principal

Attachment: Property site graphic

CC: Ward Friszolowski, AIA, Managing Senior Principal – Florida
Stephen Johnson, AIA, ALEP, Managing Senior Principal
Amy Bradlow Weber, AIA, Principal, Regional Market Leader, Civic and Municipal

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 26-09-159
September 23, 2026

ITEM TITLE: Approve the cost estimate and project agreement with Florida Power & Light for an underground power conversion project at Bonita Beach Road and Old 41 Road.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 2) Improve Vehicular and Multimodal Transportation Networks, 3) Enhance Community Aesthetics

---

BACKGROUND:

Staff reached out to Florida Power & Light (FPL) to get a binding estimate for a small overhead to underground conversion project on Bonita Beach Road at the intersection of Old 41. The project would put power underground at the intersection reducing visual clutter on both the North side of Bonita Beach Road and the West side of Old 41 in the immediate vicinity of the intersection. This project would allow for future downtown directional signage per the city signage plan and revised landscaping to create an entryway feature to the City's downtown.

The FPL price is $466,856. Should City Council approve this item, the city would need to retain a direction drilling contractor to install the electrical conduits for FPL's wires, and reach out to the existing telecommunication utilities that are mounted on the poles and enter into separate agreements to underground their facilities.

Funding would be available through CIP item 30.250.541.5416347.54.63.54163 Old 41 & BB Road Intersection & Quadrant.

STAFF RECOMMENDATION: Approve FPL's binding cost estimate for an overhead-to-underground power conversion project at the intersection of Bonita Beach Road and Old 41 Road, and authorize the execution of necessary project agreements.

ATTACHMENTS:

1. FPL Binding Estimate
2. FPL Project Agreement
3. FPL Customer Cost Worksheet
4. FPL WR #14663818
5. FPL WR #15144760

REVIEWERS:

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

September 17, 2026

Matt Feeney
Assistant City Manager
9101 Bonita Beach Road
Bonita Springs, FL 34134

Re: Bonita Beach Rd & Old 41 Overhead-to-Underground Conversion

Dear Mr. Feeney:

Pursuant to your request for a binding cost estimate, and your payment of $1,200.00 for the non-refundable engineering deposit, our engineering cost estimates have been completed. The binding estimate amount, known also as CIAC (Contribution In Aid of Construction), required by FPL for converting those overhead electric distribution facilities described in your letter to underground, is $466,856.00 . This CIAC amount is based on the design shown on the attached FPL engineering drawings dated 9/12/2026, revision <0>. Any non-FPL requested modifications to these drawings will be billed at an hourly rate of $70.00.

This estimate does **not** include restoration of property affected by the conversion; describing, securing, and recording of easements; clearing of trench routes; or rearrangement of customer service entrances. This estimate includes no costs you may incur from other utilities/pole licensees affected by the conversion. These aspects, as stated before, are the responsibility of the applicant.

To fully account for all expenses which are part and parcel of the full cost of conversion and thereby ensure that other FPL customers do not pay for costs associated with your conversion (and likewise you theirs), FPL requires that the entity or person requesting the conversion agree to certain terms and conditions. The following identifies some, but is not limited to, the terms and conditions required of the applicant before commencing with the underground conversion of the overhead electrical distribution system. The applicant must:

a. enter into agreements that will accommodate the conversion of other pole licensees (e.g. Tel. Co., CATV);

b. describe, secure, and record all easements (along with opinion of title that they are valid), at no cost to FPL, necessary to accommodate the underground distribution system;

c. secure all necessary permits before the commencement of construction.

d. be responsible for the costs associated with maintaining service to any affected customer who refuses to rearrange his/her service entrance to accept service from the underground distribution system;

e. agree to be responsible for all restoration of property affected by the installation of the underground system;

f. protect FPL from any claim or suit regarding restoration or property affected by the conversion; and

g. agree to clear easements of trees and all obstructions that might conflict with construction of the underground system.

This binding cost estimate is valid for 180 days, providing there is no work scope change. The 180 day window can be extended for a reasonable period of time for good cause. Should you request FPL to perform the conversion, please sign and return the attached Underground Facilities Conversion Agreement. If you do not request the conversion to be performed, or if the Agreement is not executed and its terms and conditions complied within the specified time period, your $1,200.00 engineering deposit will be forfeited and the estimate withdrawn. If the agreement is executed and its terms and conditions complied within that time period, FPL will apply the deposit toward the CIAC amount you would owe for the conversion. The remaining amount of $466,856.00 must be paid prior to commencement of construction by FPL.

I look forward to hearing from you. Please contact me at (239) 231-8418 if you have any questions.

Sincerely,

Brandon Parrish

Brandon Parrish
Sr. Engineer

Florida Power & Light Company

700 Universe Boulevard, Juno Beach, FL 33408

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this 17 day of September, 2026, by and between City of Bonita Springs ("Applicant"), with an address of 9101 Bonita Beach Road Bonita Springs, FL 34134 and Florida Power & Light ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

~954' at the intersection of Bonita Beach Road & Old 41 Road

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	$ 513,452
ii. ASRC	$ 46,596
iii. CIAC Due	$ 466,856

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

FLORIDA POWER & LIGHT COMPANY

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
    c. All distribution facilities are to be considered part of the conversion area
    d. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

_____

Signed_____

Name _____

Title _____

Signed_____

Name _____

Title_____

Approved as to Terms and Conditions (if required by Applicant)

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed_____

Name_____

Title _____

FPL

Signed _____

Name _____

Title _____

USER GUIDE

Overhead to Underground Conversion - Customer Cost Sheet

Name of Project: Old 41 Conversion

Date Estimate Provided to Customer : 9/17/2026

SAVE PAGE

Cost Breakdowns for Customer Contributions

YELLOW BOXES ARE THE INPUTS

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Facilities (+)	$267,526	$55,607	$173,494	$38,425
Credit for equivalent OH (-)	$0	$0	$0	$0
New OH Facilities (+)	$60,099	$33,688	$18,732	$7,679
Total OH Removal (+)	$46,155	$35,574	$7,536	$3,045
*OH Removal (Non-Hardened Feeder) (-)	$0	$0	$0	$0
Total	$373,780			
Total Net Book Value (+)				
*Net Book Value (Non-Hardened Feeder) (-)				
Total Salvage Value (-)				
*Salvage Value (Non-Hardened Feeder) (+)				
	$514,652			
	($46,596)		954	
	($1,200)			
	$466,856			

*These rows correspond to costs associated with the removal of **NON-HARDENED FEEDER ONLY***

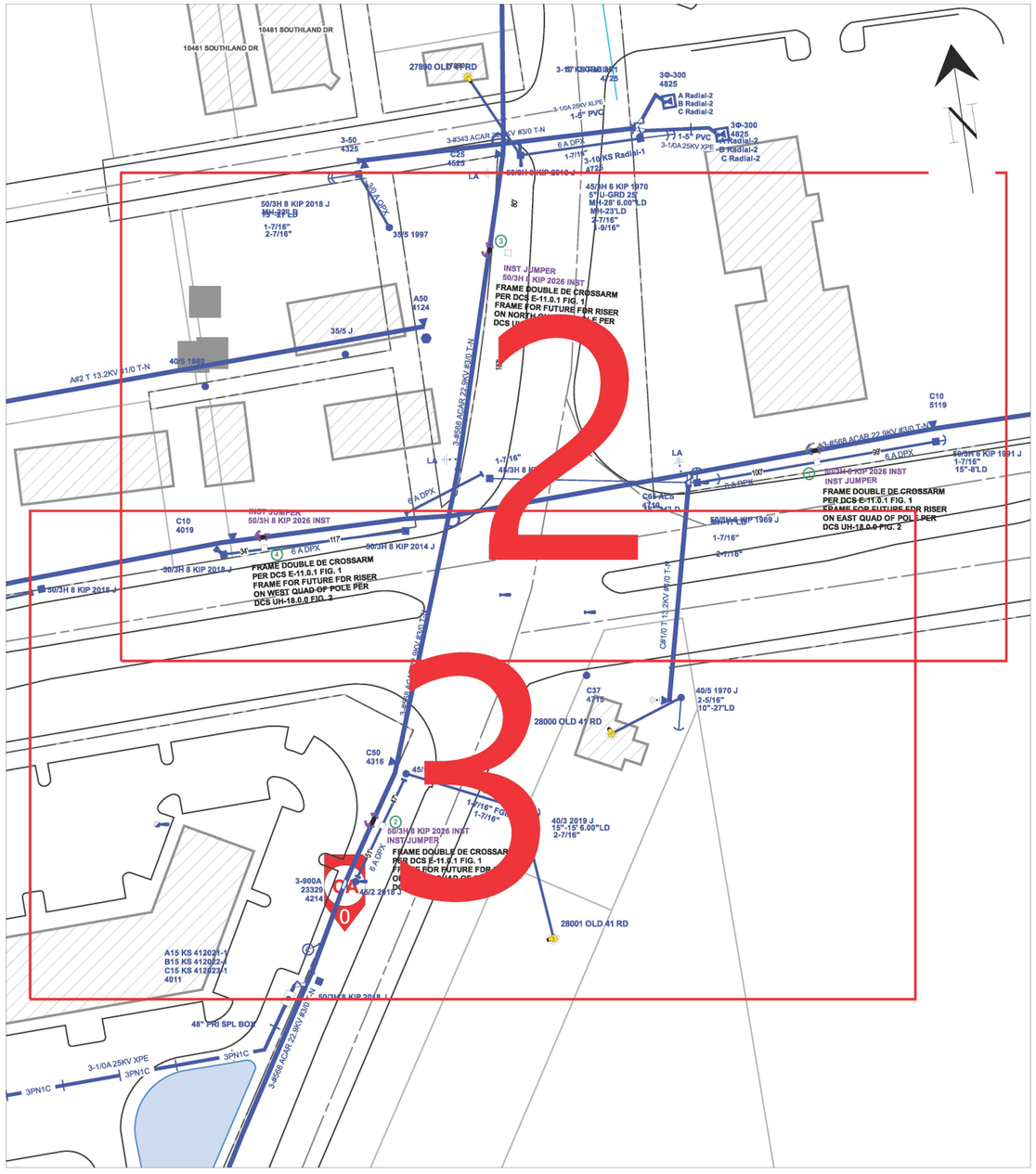
New UG Installation (+)	$267,526	Cost for FPL to install new underground facilities
Equivalent OH Installation (-)	$0	Cost to install an overhead system at current standards
OH Install Cost (+)	$60,099	Cost for FPL to install new overhead facilities required to serve UG sy
Total OH Removal Cost (+)	$46,155	Cost for FPL to remove existing overhead facilities
Total Existing OH Value (+)	$140,872	Net Book Value of existing OH facilities to be removed
Total Salvage Value (-)	$0	Credit for salvaged, re-usable items
Non-Hardened Feeder Adjustments		
OH Removal Cost (Non-Hardened Feeder) (-)	$0	Cost for FPL to remove existing non-hardened overhead feeder facilit
Existing OH Value (Non-Hardened Feeder) (-)	$0	Net Book Value for existing non-hardened OH feeder facilities to be re
Salvage Value (Non-Hardened Feeder) (+)	$0	Credit for salvaged, re-usable items, associated with non-hardened fe
Operations and ASRC Net Present Value		
Subtotal	514,652	Total customer contribution as specified in Tariff 12.2.3
ASRC (-) Operational Costs (+)	(46,596)	30 year NPV Avoided Storm Restoration Cost & Operational Cost
Engineering Deposit (-)	(1,200)	Engineering deposit previously collected
CIAC	466,856	Contribution in aid of construction, owed to FPL

Install	1408	Primary UG Cable (feet)
	1	UG Switch Cabinet (each)
	1	UG Transformer (each)
	0	PME-4 200 amp Pad Switch (each)
	0	UG Capacitor Bank (each)
Remove		
Pole Line Feet Converted		
Number of detached homes in conversion area		

Cover Sheet: WR#14663818

Page 1 of 3

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK



GENERAL NOTES
- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

STAKING NOTES:-INTERMEDIATE POLES: STAKE POLES IN-LINE AT STATED DISTANCES.
-POLE REPLACEMENT: STAKE POLES IN-LINE AND WITHIN 2' OF EITHER SIDE
OF EXISTING POLE UNLESS OTHERWISE NOTED.
-ALL POLES STAKED WITH FIELD SIDE FACE AT R/W LINE UNLESS OTHERWISE NOTED.
-SEE BELOW FOR ADDITIONAL DETAILED STAKING NOTES.

GENERAL GROUNDING, GUYING, AND U-GUARD NOTES
BOND WIRE (DCS D-2.0.0, FIG. 1 - 3 AND D-7.0.0, DETAIL A AND B)
- ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1- 4 AND DCS H-11.1.0, FIG. 1 – 5)
- GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED.
U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES: USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES: USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION AND AT LEAST 6 TAPCON FASTENERS FOR SHORTER SECTIONS.
BACK PLATE (DCS UH-14.0.1)
- REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
GUYING (DCS D-2.0.0)
- GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
RISER (DCS G-10.1.0 AND G-10.2.0)
- BOND ALL METAL RISER CONDUITS ON POLES.
GROUND RODS (DCS G-3.0.1)
- TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

CONSTRUCTION NOTES:

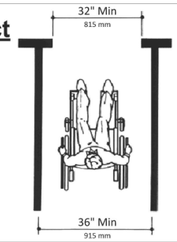
- FRAMING IS BASED ON THE POWER SYSTEMS DISTRIBUTION CONSTRUCTION STANDARDS (DCS MANUAL).
- ALL POLES TO BE SET PER DCS D-3.0.0 UNLESS NOTED OTHERWISE.
- SET POLES WITH BRANDING FACING THE STREET WHENEVER POSSIBLE.

LOC 1, 2, 3 & 4:
INSTALL 50/3H 8 KIP POLES
FRAME DOUBLE DE CROSSARM - FUTURE FEEDER CONVERSION POINTS
SEE FRAMING NOTES ON PRINT

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG
LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



ZERO TODAY!

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]		

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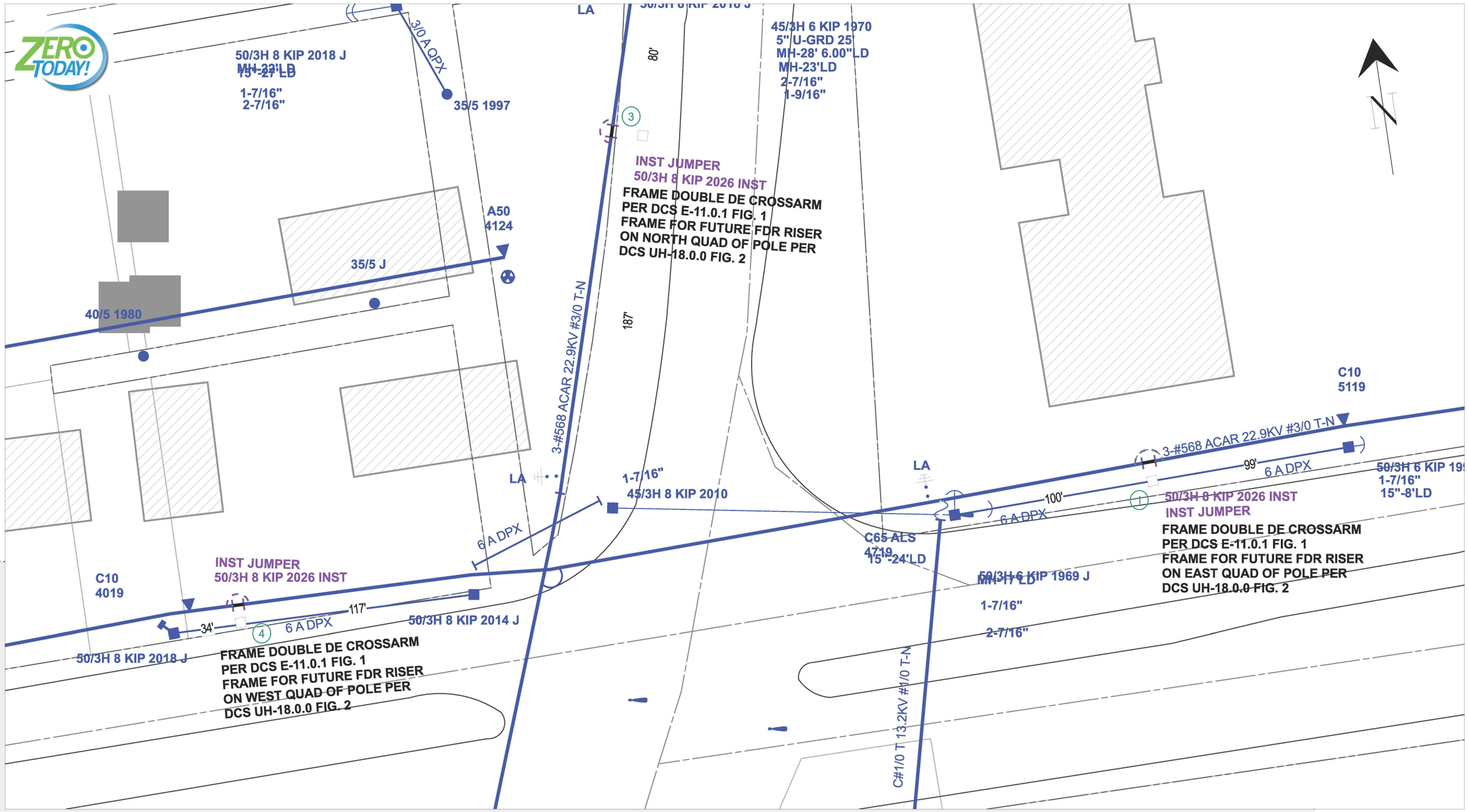
Job Owner:	Brandon Parrish	M/A: NA	Township: 47 Range: 25 Section: 35
Designer:	Brandon Parrish	City of Bonita - Old 41/Bonita Beach Rd Conversion - OH Make Ready	
Date:	09/12/2026		
Scale: 1" = 116'		28001 OLD 41 RD, BONITA SPRINGS, FL, 34135	
0' 116' 232'		Dwg No. 14663818_11x17 OH.xml	Map No. HH0361
		WR: 14663818	Page 1 of 3

PLOT DATE/TIME: 09/12/2026 11:20:34 PRINTED BY: bxp0m10 Size: 11 x 17

IPC	DATE	REVISION
1		
2		
3		
4		

FEEDERS: BONITA SPRINGS 02166

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK



REVISION

IPC	DATE
1	
2	
3	
4	

PRINTED BY: bxp0m10

PLOT DATE/TIME: 09/12/2026 11:20:35

Size: 11 x 17

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature — Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature — Date

Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:			TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]	

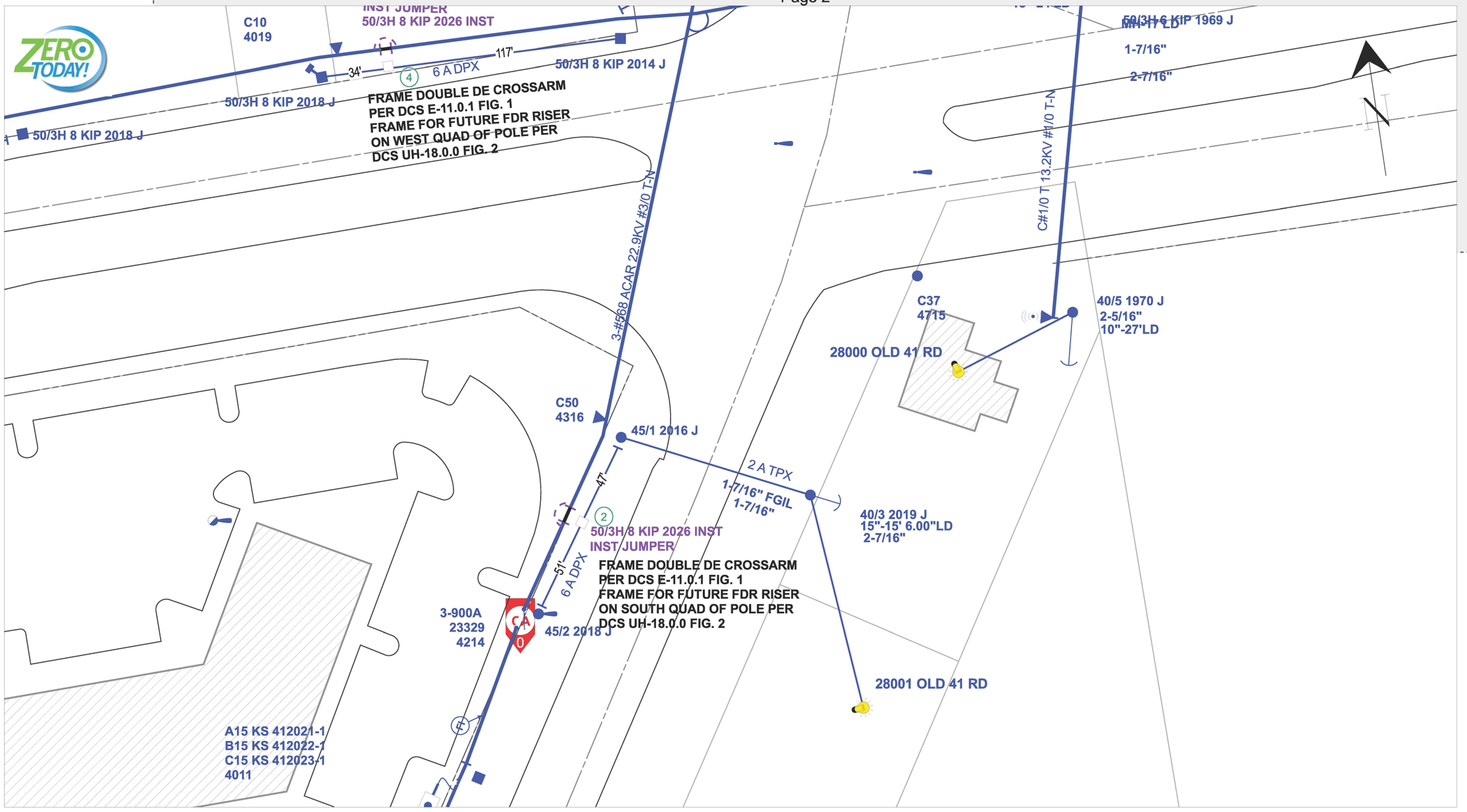
FPL®

Job Owner:	Brandon Parrish	M/A: NA	Township: 47 Range: 25 Section: 35
Designer:	Brandon Parrish	City of Bonita - Old 41/Bonita Beach Rd Conversion - OH Make Ready	
Date:	09/12/2026		
Scale: 1" = 50'		28001 OLD 41 RD, BONITA SPRINGS, FL, 34135	
0' 50' 100'		Dwg No. 14663818_11x17 OH.xml	Map No. HH0361
		WR: 14663818	Page 2 of 3

FEEDERS: BONITA SPRINGS 02166

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK

Page 2



REVISION

IPC	DATE
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2	
3	
4	

PRINTED BY: bxp0m10

PLOT DATE/TIME: 09/12/2026 11:20:36

Size: 11 x 17

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature — Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature — Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]		

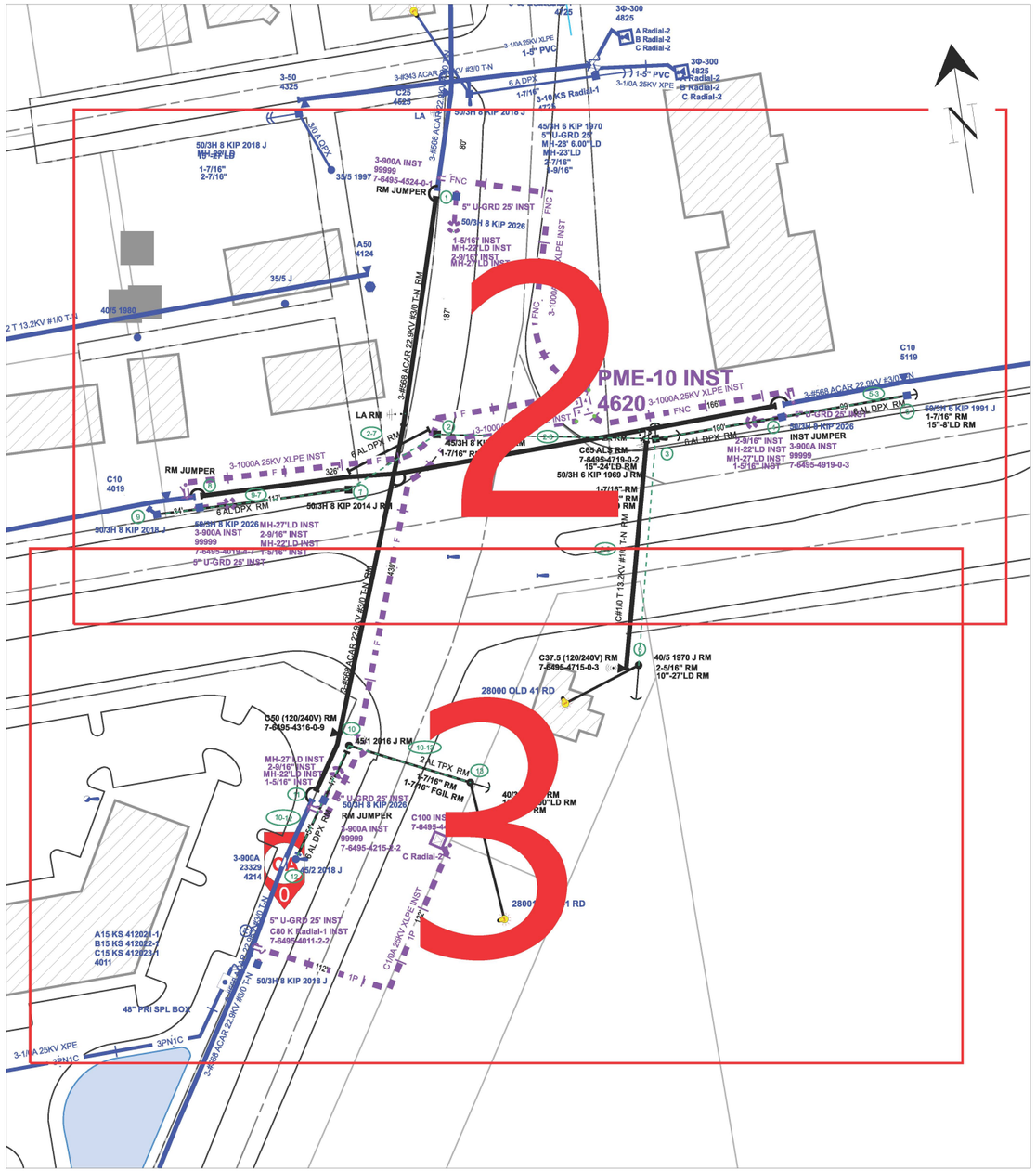
FPL

Job Owner:	Brandon Parrish	M/A: NA	Township: 48 Range: 25 Section: 02
Designer:	Brandon Parrish	City of Bonita - Old 41/Bonita Beach Rd Conversion - OH Make Ready	
Date:	09/12/2026		
Scale: 1" = 50'		28001 OLD 41 RD, BONITA SPRINGS, FL, 34135	
0' 50' 100'		Dwg No. 14663818_11x17 OH.xml	Map No. HH0361
		WR: 14663818	Page 3 of 3

Cover Sheet: WR#15144760

Page 1 of 3

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK



GENERAL NOTES

- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

STAKING NOTES:

-INTERMEDIATE POLES: STAKE POLES IN-LINE AT STATED DISTANCES.
-POLE REPLACEMENT: STAKE POLES IN-LINE AND WITHIN 2' OF EITHER SIDE
OF EXISTING POLE UNLESS OTHERWISE NOTED.
-ALL POLES STAKED WITH FIELD SIDE FACE AT R/W LINE UNLESS OTHERWISE NOTED.
-SEE BELOW FOR ADDITIONAL DETAILED STAKING NOTES.

GENERAL GROUNDING, GUYING, AND U-GUARD NOTES

BOND WIRE (DCS D-2.0.0, FIG. 1 - 3 AND D-7.0.0, DETAIL A AND B)
- ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1- 4 AND DCS H-11.1.0, FIG. 1 – 5)
- GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED.
U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES: USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES: USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION AND AT LEAST 6 TAPCON FASTENERS FOR SHORTER SECTIONS.
BACK PLATE (DCS UH-14.0.1)
- REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
GUYING (DCS D-2.0.0)
- GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
RISER (DCS G-10.1.0 AND G-10.2.0)
- BOND ALL METAL RISER CONDUITS ON POLES.
GROUND RODS (DCS G-3.0.1)
- TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

CONSTRUCTION NOTES:

- FRAMING IS BASED ON THE POWER SYSTEMS DISTRIBUTION CONSTRUCTION STANDARDS (DCS MANUAL).
- ALL POLES TO BE SET PER DCS D-3.0.0 UNLESS NOTED OTHERWISE.
- SET POLES WITH BRANDING FACING THE STREET WHENEVER POSSIBLE.
- INSTALL TLM TAGS AS INDICATED ON DRAWING.
- TAG FUSE SIZE ON POLE AS INDICATED ON DRAWING.
- CHECK VOLTAGE ROTATION AND CONTINUITY AT EACH TRANSFORMER AND RISER LOCATION.

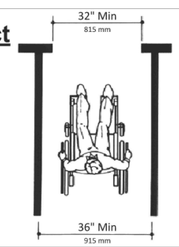
CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:		POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]	

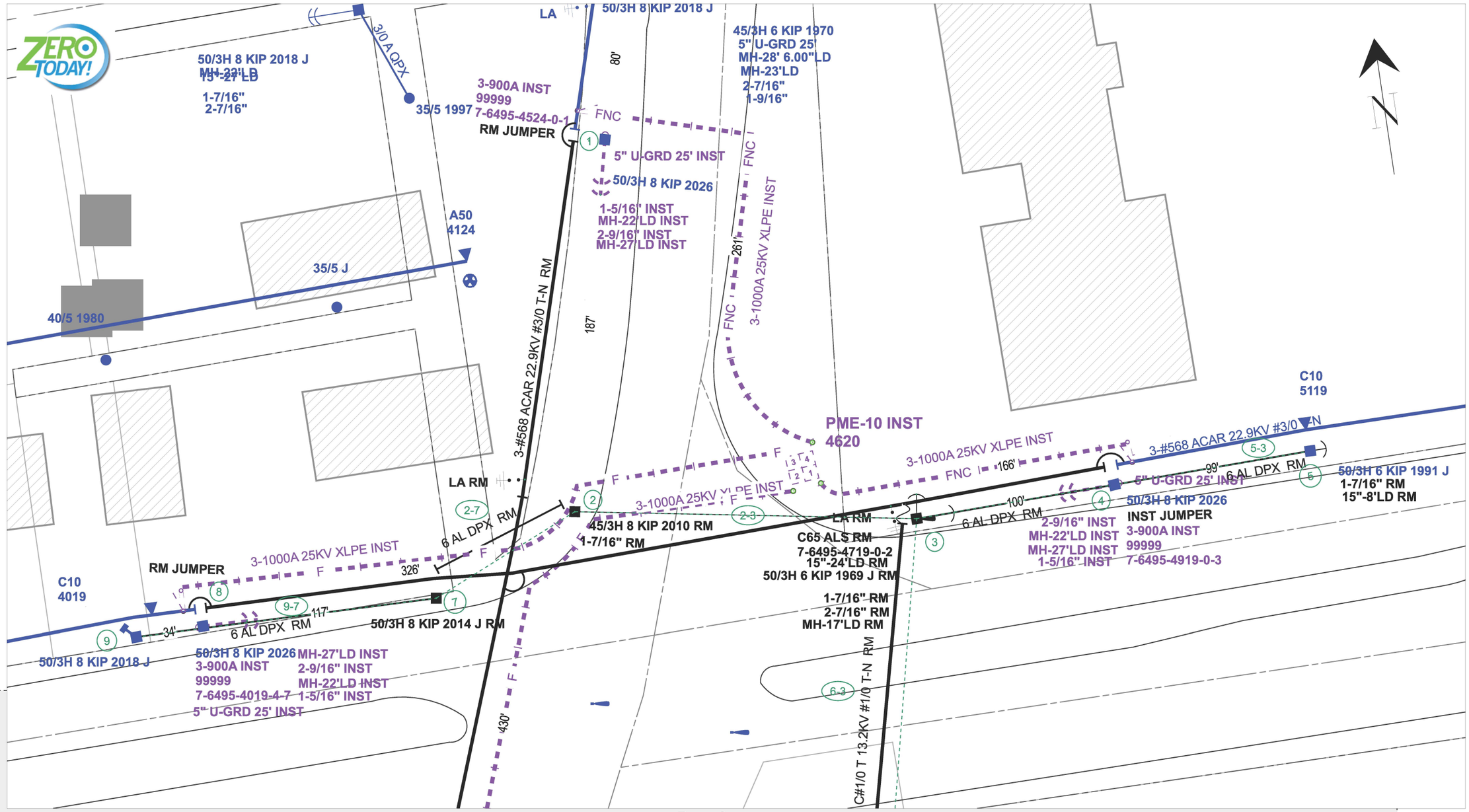
Job Owner:	Brandon Parrish	M/A: NA	Township: 48 Range: 25 Section: 02
Designer:	Brandon Parrish	City of Bonita - Old 41/Bonita Beach Rd Conversion - OH Removal	
Date:	09/12/2026		
Scale: 1" = 110'		28001 OLD 41 RD, BONITA SPRINGS, FL, 34135	
0' 110' 220'		Dwg No. 15144760_11x17 OH.xml	Map No. HH0361
		WR: 15144760	Page 1 of 3

IPC	DATE	REVISION
1		
2		
3		
4		

PLOT DATE/TIME: 09/12/2026 14:44:23 PRINTED BY: bxp0m10 Size: 11 x 17

FEEDERS: BONITA SPRINGS 02166

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK



Page 3

REVISION

IPC	DATE
1	
2	
3	
4	

PRINTED BY: bxp0m10

PLOT DATE/TIME: 09/12/2026 14:44:24

Size: 11 x 17

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature | Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature | Date

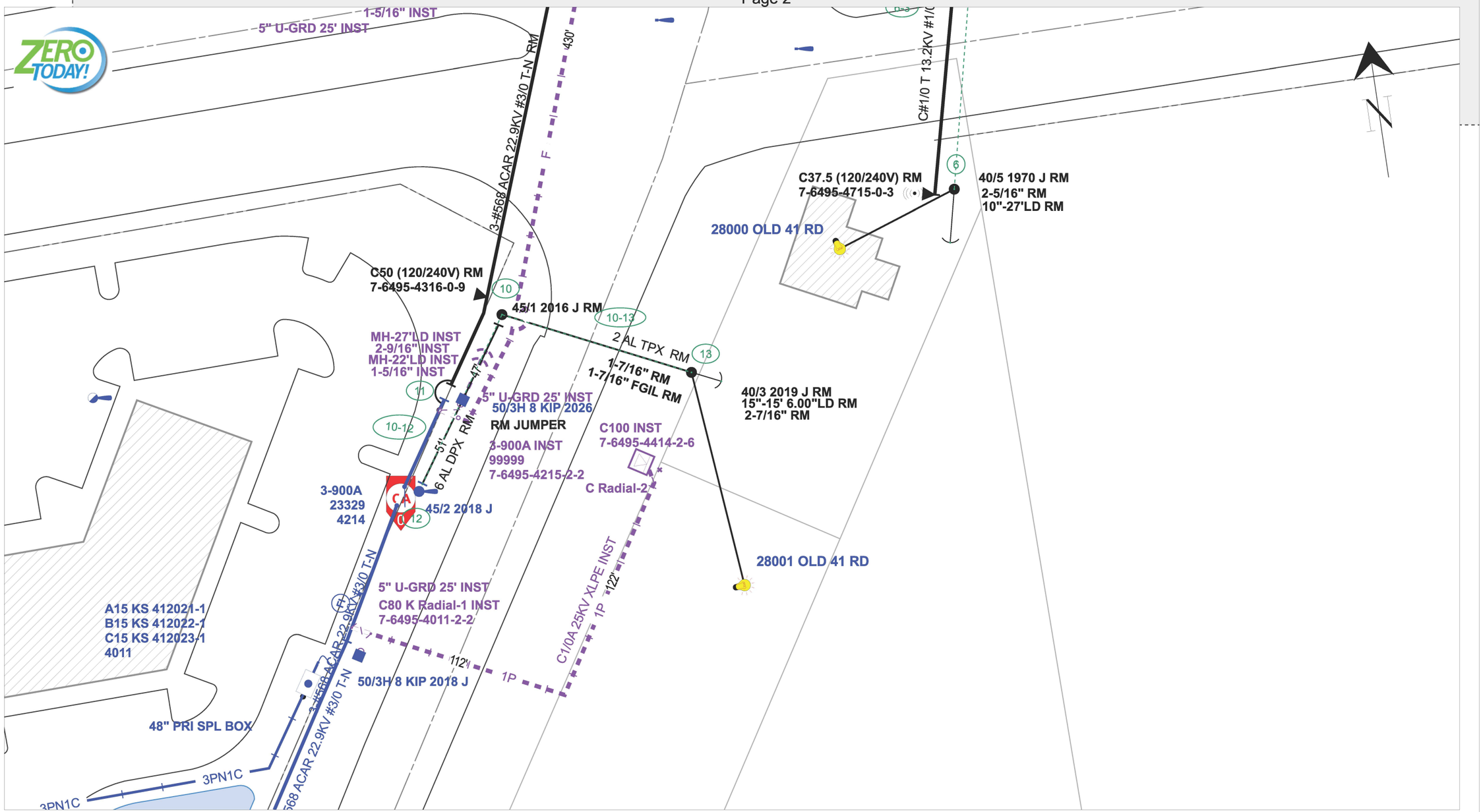
Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]	Survey/Stake? [ ]
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PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]	

FPL

Job Owner:	Brandon Parrish	M/A: NA	Township: 47 Range: 25 Section: 35
Designer:	Brandon Parrish	City of Bonita - Old 41/Bonita Beach Rd Conversion - OH Removal	
Date:	09/12/2026		
Scale: 1" = 50'		28001 OLD 41 RD, BONITA SPRINGS, FL, 34135	
0' 50' 100'		Dwg No. 15144760_11x17 OH.xml	Map No. HH0361
		WR: 15144760	Page 2 of 3

FEEDERS: BONITA SPRINGS 02166

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [ ] SALT SPRAY [ ] ROCK



REVISION

Size: 11 x 17

PRINTED BY: bxp0m10

IPC	DATE
1	
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3	
4	

PLOT DATE/TIME: 09/12/2026 14:44:25

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature — Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature — Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]		

FPL®

Job Owner:	Brandon Parrish	M/A: NA	Township: 48 Range: 25 Section: 02
Designer:	Brandon Parrish	City of Bonita - Old 41/Bonita Beach Rd Conversion - OH Removal	
Date:	09/12/2026		
Scale: 1" = 50'		28001 OLD 41 RD, BONITA SPRINGS, FL, 34135	
0' 50' 100'		Dwg No. 15144760_11x17 OH.xml	Map No. HH0361
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