

Volume I of II

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COMMUNITY DEVELOPMENT

**APPLICATION FOR
COMPREHENSIVE PLAN AMENDMENT
LEE COUNTY, FLORIDA**

for

THE BABCOCK MIXED USE DISTRICT

**August 2006
Revised October 2006
CPA2006-00008**

Prepared for:

**BABCOCK PROPERTY HOLDINGS, LLC,
a Delaware Limited Liability Company
17837 Murdock Circle
Port Charlotte, FL 33948**

– Represented by –

**GUNSTER, YOAKLEY & STEWART, P.A.
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Prepared by:

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1531 Hendry Street
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Volume I of II

**BABCOCK MIXED-USE DISTRICT
LEE COUNTY COMPREHENSIVE PLAN AMENDMENT**

- | | | |
|-----------|--|--|
| Section 1 | a. Overview and History of Babcock Ranch
b. Project Summary and Design Principles | |
| Section 2 | a. Application for Comprehensive Plan Amendment with Executed Affidavit
b. Executed Authorization | |
| Section 3 | Babcock Mixed-Use District (BMXD)

a. Summary of Requests
1) Proposed Map Amendments
2) Proposed Texts, Goals, Objectives and Policies | |
| Section 4 | General Maps

a. Aerial Maps (March 2006)
b. Master Plan
c. Combined Existing Future Land Use Map
d. Combined Future Land Use Map
e. Combined Future Land Use Map with Acreages
f. Existing Surrounding Land Uses
g. Zoning Map
h. Existing Land Use
i. Storm Surge Map
j. Archaeological Sensitivity Map
k. Conceptual Master Plan
l. Topographic Map
m. Farmfield Map
n. Flood Zone Map
o. Water Management Map
p. Survey (11" x 17") |

Maps 1a and 1b
Map 2
Map 3
Map 4
Map 5
Map 6
Map 7
Map 8
Map 9
Map 10
Map 11
Map 12
Map 13
Map 14
Map 15 |
| Section 5 | Agreements

a. Development Agreement between Board of County Commissioners of Charlotte County, Florida and MSKP III, Inc.
b. Interlocal Planning Agreement – The Babcock Ranch Charlotte and Lee Counties (to effectuate the provisions and purposes of Chapter 163, Florida Statutes)
c. Approved Babcock Ranch Community Road Planning Agreement Regarding the Charlotte County Babcock Ranch Overlay District Amendments | |

Volume II of II

BABCOCK MIXED-USE DISTRICT

LEE COUNTY COMPREHENSIVE PLAN AMENDMENT

- | | |
|------------|---|
| Section 1 | a. Application Documentation
b. Narrative on Urban Sprawl
c. Needs Analysis (Population) |
| Section 2 | General Information and Mapping |
| Section 3 | Public Facilities Impacts

a. Sanitary Sewer and Potable Water Analysis
b. Drainage and Surface Water Management Analysis
c. Parks, Recreation and Open Space Analysis
d. Solid Waste Analysis
e. Other Public Facilities
1) Hurricane Evacuation Analysis
2) School Impact Analysis
3) Fire and Emergency Medical Services
4) Law Enforcement
5) Health Care Services
f. Communications from Service Providers/Utilities
g. Phasing Plan Sketch |
| Section 4 | Traffic Circulation Analysis |
| Section 5 | Economic Analysis (FIAM) |
| Section 6 | Water Supply and Recharge Analyses and DR/GR |
| Section 7 | Environmental Analysis |
| Section 8 | Cultural Resource Predictive Model |
| Section 9 | Lee County Comprehensive Plan Consistency |
| Section 10 | Strategic Regional Policy Plan Consistency |
| Section 11 | State Plan Consistency |
| Section 12 | Survey |

Volume I of II

TABLE OF CONTENTS

SECTION 1

- a. Overview and History of Babcock Ranch
- b. Project Summary and Design Principles

OVERVIEW AND HISTORY OF BABCOCK RANCH

Babcock Ranch is located in southeastern Charlotte and northeastern Lee Counties. The ranch consists of 91,362 acres of which approximately 81,499 acres are in Charlotte County and approximately 9,863 acres are in Lee County. The present land uses include cattle ranching, crops, sod farming, eco-tours, mining, and managed hunting leases. The ranch includes native uplands, improved pastures, wetlands including Telegraph Swamp, and areas of habitat for listed species and other wildlife. Babcock Ranch is a unique property requiring a unique approach for its long-term success. In large part, the ecological value results from the management activities and care that the Babcock Florida Company has taken with the ranch and its operations.

The State of Florida and others had made numerous efforts to purchase the entirety of the Babcock Ranch, but had been unable to accomplish that objective. However, MSKP III, Inc. ("MSKP") was able to enter in a Merger Agreement with the Babcock Florida Company to gain ownership of the Babcock Ranch and Town and Country Utilities. MSKP also entered into an Agreement for Sale and Purchase with the State of Florida and Lee County for the sale to those entities of a combined total of approximately 73,471± acres of the Babcock Ranch (67,813± acres to the State and 5,658± acres to Lee County). MSKP closed on the Merger Agreement and on the Sale and Purchase Agreement on July 31, 2006.

The portion of the Babcock Ranch retained by MSKP, commonly known as "Area 6", is comprised of approximately 17,890± acres. Part of Area 6 is located in Charlotte County (approximately 13,686± acres) and a portion is located in Lee County (approximately 4,157± acres). The Area 6 property is now known as the Babcock Ranch Community and is owned by Babcock Property Holdings, LLC, an affiliate of MSKP. The subject of this application is the Lee County portion of the Babcock Ranch Community.

Charlotte County adopted on April 4, 2006, amendments to its Comprehensive Plan establishing the Babcock Ranch Overlay District (BROD). On June 20, 2006, it adopted amendments to its land development regulations establishing the Babcock Ranch Overlay District Regulations. A Final Order finding the comprehensive plan amendments "in compliance" was entered by the Florida Department of Community Affairs on July 21, 2006. No challenge to the land development regulations was filed.

Three agreements involving the planning and development of The Babcock Ranch Community have been executed:

- 1) Interlocal Planning Agreement for the Babcock Ranch between MSKP, Charlotte County, Lee County, and the Florida Department of Community Affairs entered into on March 13, 2006 (Four Party Agreement). This agreement establishes a framework and timetable for comprehensive plan amendments, land development regulations, and development applications for The Babcock Ranch Community. It also provided for public input on the development of a conceptual plan for The Babcock Ranch Community. This was accomplished through a series of charrettes.

- 2) Development Agreement between MSKP and Charlotte County entered into on April 20, 2006. This is an infrastructure component, timing, and financing agreement.
- 3) Babcock Ranch Community Road Planning Agreement Regarding the Charlotte County Babcock Ranch Overlay District Amendments between MSKP and Lee County entered into on May 23, 2006. This agreement addresses the finalization through the DRI process of a list of roads in Lee County which need to be improved to address impacts from the proposed development of The Babcock Ranch Community.

These agreements can be found in Volume I, Section 5a, 5b, and 5c.

Early History of Babcock Ranch

Edward Vose (E. V.) Babcock, founder of Babcock Lumber Company in Pittsburgh, Pennsylvania and one-time mayor of that city, first came to Punta Gorda in 1911 to hunt and fish. While in Punta Gorda he heard about a large stand of timber in eastern Charlotte County and part of the northeastern portion of Lee County, which was made up of long leaf pitch or fat pine timber. Around the year 1914 he started acquiring title to these lands under the name of Carrier Babcock and McLean Company. In January 1919 he formed Babcock Carrier Florida Company and began to acquire the land, which is now known as the Babcock Crescent "B" Ranch and as the Babcock-Webb Management Area.

Carrier Babcock Florida Company held this tract of timber for a considerable time trying to determine the best way to utilize the long-leaf pitch pine. There were many problems to be solved: first these old pines were isolated and were heavier by 25% than slash pine due to the fact that they were full of pitch. Then there was the problem that there were no really good roads for transportation. The pine logs could only be transported to a sawmill by railroad. Probably the most important issue was to find a market as the fatter pitch pine could not be used for the normal uses that the then-known market utilized and required, as the pine was so hard that a carpenter could not drive a nail into it without first drilling a hole. Also because of the excess pitch, the surface of the lumber was sticky and gummy, hard to handle, and a lot heavier.

Mr. Babcock read that the diamond mines in South Africa were having a difficult time due to the fact that African termites pulverized the timbers from other sources. The miners could not shore up and brace the mines sufficiently to do normal mining. A sample of the pitch pine was shipped to the diamond mines in Africa, and it was discovered that the excessive pitch in the lumber created a preservative that was extremely effective in protecting the timbers from the African termites. With this market discovered Mr. Babcock looked for someone to log and mill the pine timber. He determined that Rue Crate and Lumber Company was just finishing the cutting of timber on a tract west of the ranch and had a large working sawmill at Lake Garfield near Bartow, Florida. He negotiated and signed a contract for the sale of this longleaf pitch pine to the Rue Crate and Lumber Company on October 29, 1930. Rue thereafter executed an

agreement with the Seaboard Airline Railroad, which allowed them to get the rails and all other equipment to build a railroad in Charlotte County to haul the logs to the Seaboard Airline Railroad, thereafter to Lake Garfield for milling and reshipment to Tampa to be loaded on ships to South Africa.

Babcock Carrier Florida Company and Charlotte-Lee County Land Company merged August 16, 1940, and the surviving corporation was the Babcock Florida Company. After the pine timber was cut the land was turned into a cattle ranch and Fred Babcock, E. V. Babcock's son, began to raise new timber to replenish the timber harvested on the ranch, an ongoing process to this date.

Fred Babcock took over management of the Babcock Ranch approximately sixty years ago before the term "Best Management Practices" came into general use. He traditionally spent up to six months of each year in residence on the ranch. Fred Babcock put into effect "Good Stewardship Practices" in the use and protection of the land, which has been the practice on the Babcock Crescent "B" Ranch since then.

As part of a public/private partnership in the management of the land, in the early 1940s Babcock Florida Company entered into a part donation, part sale agreement and conveyed to the State of Florida the original tract of land that is now the Babcock-Webb Management Area, comprising over 50,000 acres of land. Fred Babcock continued his active stewardship and management of the remaining Babcock Ranch lands until his death in 1997 at age 83.

While much of the ranch is as it was when acquired with new timber replacing the old, the Crescent "B" Ranch now raises cattle, harvests mature pines, carries out various farming operations, mines rock for the community's roads, provides hunting areas for lease, raises sod to be used for new homes and other community uses, and runs the Babcock Wilderness Tour.

As part of the State and Lee County purchase of the Babcock Ranch Preserve, Babcock Ranch Management, LLC, an affiliate of the applicant, will manage the property for up to ten years. This will continue until final turnover to the nonprofit corporation established by the Florida Legislature for permanent management of the Babcock Ranch Preserve. With the sale of the property to the State and Lee County on July 31, 2006, approximately 73,471± acres of Babcock Ranch will be preserved for conservation and agriculture purposes. This has ensured that public access will be expanded in an environmentally responsible manner and that the Babcock Ranch Preserve will be protected from development. The creation of the Babcock Ranch Community will be a key component of the vision and will provide places for people to live and work in a truly sustainable fashion.

Babcock Mixed-Use District

I.1.b. Project Summary and Design Principles

BABCOCK MIXED USE DISTRICT

PROJECT SUMMARY AND DESIGN PRINCIPLES

1. Project Summary

The Comprehensive Plan Amendment proposed in this application will create the Babcock Mixed Use District (BMXD) as a Future Land Use category and implement corresponding changes to the text and map series for the Lee County Comprehensive Plan. The BMXD is located in the southwest portion of the Babcock Ranch property. Approximately 73,471± acres of the Babcock Ranch property have been sold to the State of Florida (67,813± acres) and Lee County (5,658± acres) to protect environmentally sensitive areas.

The BMXD will be an innovative, multi-use community developed by Babcock Property Holdings, LLC, a Delaware Limited Liability Company. The site is located on a 4,157.23± acre portion of the Babcock Ranch property in northeast Lee County. This is in the Alva Planning Community, north of the Caloosahatchee River and south of the Charlotte County line. The residential density proposed for the BMXD is 1,630 dwelling units; non-residential intensity is 921,200 square feet.

The BMXD is a unique opportunity for Lee County to provide for a sustainable community. A minimum of 35% percent of the land within the developed area will be set aside as open space, which will include greenways, landscaping, natural resource areas, parks and lakes. Another important element of the BMXD is the collaborative planning process employed by the applicant to design the master visioning plan. The applicant hosted a series of public *charrettes* to gather public insight.. This collaborative planning approach is consistent with provisions of the Lee Plan and the County's vision for promoting Smart Growth.

The BMXD will set a standard for sustainable design, with the built areas clustered to preserve open space and protect environmentally sensitive lands. As such, the BMXD will enable Lee County to make an important step toward preventing urban sprawl. The current land-use provisions of the Lee Plan would permit a monoculture of low-density development in the area proposed for the BMXD, allowing 10-acre *ranchettes* to cover the landscape. If development occurred based on these parameters, the result would be uncontrolled sprawl. The cost of services would increase and require extensive public investment; pristine environmental resources would be fragmented and negatively impacted; transportation systems would be stressed; and the landscape would be forced to accommodate hundreds of private wells, septic tanks and drainage ponds.

In contrast, the BMXD will employ innovating planning strategies recognized by Florida law as effective for preventing urban sprawl. By clustering development, preserving open space, protecting the natural environment, mixing land uses, and designing transportation systems to capture vehicle trips within the development area, sprawl will be avoided in accordance with Florida's growth management regulations. Strategies of this nature are in compliance with the provisions in the State plan, regional policy plans, State statutes and FAC 9J-5.006(5)(1)). A

more detailed discussion of how the BMXD is not urban sprawl is contained in a separate section of this application (see Volume II, Section 1.b.).

Under this application a total of 1,630 dwelling units would be permitted in the BMXD. These units will be distributed throughout the following development areas:

- *Town Center:* The Town Center will serve as the focal point of the new community, concentrating a mix of commercial and higher density residential uses into an integrated urban core. This design pattern will capture vehicle trips and create a vibrant activity center. This portion is immediately adjacent to a corresponding area in Charlotte County.
- *Village:* The Village will provide a wide range of single-family and multi-family residential use at a neighborhood scale. The Village will be connected to the other development areas via greenways and pedestrian paths, giving residents sustainable options for meeting daily needs. This portion is immediately adjacent to a corresponding area in Charlotte County.
- *Hamlets:* The Hamlets will offer mostly single-family residential opportunities on larger lots than those in the Village and Town Center. This will attract residents seeking the seclusion afforded by larger residential properties but who still desire a well-planned, sustainable urban community. One of the Hamlets will be entirely within Lee County. The other two portions will be immediately adjacent to corresponding areas in Charlotte County.

At the request of the Lee County Staff, the proposed land use includes a reallocation of approximately 80,000 square feet of non-residential from the Charlotte County portion of Area 6 to the Lee County portion of Area 6 leaving 5.92 million square feet in the Charlotte County portion; the total square footage of non-residential for the whole of Area 6 remains at 6 million square feet. This would be a modification of the proposed allocation of uses set forth in Attachment "B" to the Interlocal Planning Agreement for the Babcock Ranch between Charlotte County, Lee County, the Florida Department of Community Affairs, and MSKP III, Inc. The non-residential component is included in this application for further discussion and evaluation between the County and the applicant and this component may be reduced or withdrawn by the applicant during the review process.

2. Sustainable Urban Form

Sustainability has been the applicant's guiding principle in designing the BMXD, making the community consistent with Lee County's goals for Smart Growth. The objective of sustainability centers on the capacity for human settlements to meet the needs of current inhabitants without limiting opportunity for future generations. To achieve this end, the applicant has clustered BMXD's built environment into clearly defined development nodes. This represents a return to traditional urban design practices that historically contributed to vibrant neighborhoods and communities.

The Town Center will serve as the BMXD's development hub. Concentrated in the Town Center will be an assortment of higher density residential units, mixed with retail, office, entertainment, and related uses to support a vibrant city center. This area will include parks and green space. Architectural standards will ensure high aesthetic quality, and the street pattern will support a walkable downtown community.

Separate from the Town Center will be the Village and Hamlets. The Village will act as a neighborhood connecting point with varying density single-family and multi-family residential units. On the periphery but still well-integrated into communities will be the Hamlets. These will consist of lower density, mostly single-family detached residences, supported by institutional uses and public facilities.

Considerable attention has been paid to scale in designing the BMXD. In the Town Center, the scale will be compact, with multi-story structures to support an appropriate level of density. Buildings will meet the street in ways that foster a positive urban experience for pedestrians. Trees, plantings and public green space will offer visual comforts and add to the quality of life.

In the Village and Hamlets, the scale will be adjusted to facilitate a smooth transition from the higher density uses to the conservation lands. As shown on the conceptual master plan, there is a clear delineation between the built and natural areas. At each step in the transition, nature trails, parks, and scenic vistas will connect residents and visitors to the surrounding natural landscape. Connectivity between the Town Center, Village, and Hamlets will be facilitated by a sustainable multi-modal transportation network of scenic corridors, greenways and pedestrian pathways.

3. Sustainable Use of Natural Resources

The concept of sustainability has shaped the applicant's commitment to protecting natural resources on site, supporting Lee County's growth management goals. The applicant has shaped the development areas to ensure that impacts will generally be limited to previously disturbed areas having lower environmental quality. Within these development areas, innovative design practices will be implemented to buffer adjacent natural areas from negative impacts. This approach continues the Babcock family's legacy of working with the land, a legacy that set Babcock Ranch apart from other mining, ranching and agricultural interests.

Protection of natural resources is only part of the applicant's strategy for sustainable development. Another critical element is using natural resources wisely. In this regard, every element of the development plan has been shaped according to the unique environmental characteristics on site. This has enabled the creation of the BMXD as an interconnected ecological system, interweaving open space – the site's green infrastructure – with its built environment.

An example of this sustainable use of natural resources is the approach to water management. Besides the large tracts of land set aside for conservation outside of the BMXD, the applicant will preserve more than 700 acres of jurisdictional wetlands within the BMXD.

Invasive plant species will be removed, native plants reintroduced, and best management practices followed in order to restore and/or maintain the site's hydrology. The applicant also will implement a master water management plan for drainage and surface water. This will provide for a fully integrated, systematic water management approach on the site.

Sustainable management of natural resources within the BMXD will help to protect indigenous habitats. Wetland portions of the property support a host of bird species. In the uplands, non-aquatic animals find refuge during the rainy season; nesting animals seek shelter. The applicant understands the delicate nature of these ecosystems, and each aspect of the BMXD will be designed to buffer these systems from development impacts.

4. Sustainable Economy

Sustainability as a guiding theme relates not just to the built environment and natural resources; it will shape the development of BMXD's economic base. The mix of uses in the Town Center and Villages will be crafted to offer a range of amenities as a benefit to residents and visitors, but also to stimulate future investment in the community. In this way, the economy of the BMXD will make the community self-sustaining for future generations.

In addition to the mix of uses, the applicant views a diverse array of income levels as central to BMXD's long-term economic health. To create this mix, the applicant will dedicate 10% of the residential units as work-force housing. This share is well above the level required by Lee County land development regulations. The work-force housing will be designed and priced to allow working families to live comfortably and to be within close proximity to employment centers. This will reduce the demand for working families to have multiple automobiles and enhance overall convenience, affordability and quality of life.

Mobility within the BMXD will be structured in a way to strengthen the community's economic health. By clustering development into higher density areas, the applicant will maximize the internal capture rates of vehicle trips and minimize the amount of travel required to meet daily needs. The BMXD will allow people to connect where they live, work and play. This type of development pattern also will better support local businesses by bringing the customers into more immediate contact with stores and offices.

Education plays a vital role in the applicant's view of sustainable economic development. As a result, the applicant is forging partnerships with the Lee County and Charlotte County school districts and Florida Gulf Coast University to provide an array of educational opportunities within the Babcock Ranch Community. These opportunities will be seamlessly integrated into the fabric of the community and support a continuum of learning spanning generations.

The BMXD also will be supported by sustainable, efficient hard and soft infrastructure. A proportionate share of the infrastructure will be funded through an independent special district, community development district, or other financing district, enabling the BMXD to benefit from economies of scale. In addition, the BMXD's infrastructure will be environmentally sensitive and designed to have the least possible impact on natural resources.

5. Conclusion

The BMXD will set a standard in Lee County for place-sensitive, ecologically sustainable planning and serve as a model for Smart Growth. Built areas within the BMXD will be clustered to provide open space and protect sensitive environmental resources. This will offer ample opportunity for connecting with the natural environment, thereby enhancing overall quality of life. The compact development pattern also will reduce automobile dependency and promote more sustainable patterns of growth. The mix of commercial uses will create employment and economic opportunity on site, and partnerships with area educational institutions will ensure a solid, long-term economic base. These characteristics will make the BMXD a fully integrated, sustainable development for current and future generations.

Volume I of II

TABLE OF CONTENTS

SECTION 2

LEE COUNTY PLAN AMENDMENT APPLICATION

- a. Application for Comprehensive Plan Amendment with Executed Affidavit
- b. Executed Authorization (IV.A.8.)



Lee County Board of County Commissioners
Department of Community Development
Division of Planning
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: (239) 479-8585
FAX: (239) 479-8519

APPLICATION FOR A COMPREHENSIVE PLAN AMENDMENT

(To be completed at time of intake)

DATE REC'D _____ REC'D BY: _____

APPLICATION FEE _____ TIDEMARK NO: _____

THE FOLLOWING VERIFIED:

Zoning ☐ Commissioner District ☐

Designation on FLUM ☐

(To be completed by Planning Staff)

Plan Amendment Cycle: ☐ Normal ☐ Small Scale ☐ DRI ☐ Emergency

Request No: _____

APPLICANT PLEASE NOTE:

Answer all questions completely and accurately. Please print or type responses. If additional space is needed, number and attach additional sheets. The total number of sheets in your application is: Volumes I and II of II

Submit **6** copies of the complete application and amendment support documentation, including maps, to the Lee County Division of Planning. Additional copies may be required for Local Planning Agency, Board of County Commissioners hearings and the Department of Community Affairs' packages.

I, the undersigned owner or authorized representative, hereby submit this application and the attached amendment support documentation. The information and documents provided are complete and accurate to the best of my knowledge.

11.1.06
DATE

SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

I. APPLICANT/AGENT/OWNER INFORMATION

Babcock Property Holdings, LLC, a Delaware Limited Liability Company

APPLICANT

17837 Murdock Circle

ADDRESS

Port Charlotte

FL

33948

CITY

STATE

ZIP

(941) 235-6900

(941) 235-6919

TELEPHONE NUMBER

FAX NUMBER

Gunster, Yoakley & Stewart, P.A. (James R. Brindell, Esq.)

AGENT

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ADDRESS

West Palm Beach

FL

33401-6194

CITY

STATE

ZIP

(561) 650-0593

(561) 655-5677

TELEPHONE NUMBER

FAX NUMBER

Babcock Property Holdings, LLC, a Delaware Limited Liability Company

OWNER(s) OF RECORD

17837 Murdock Circle

ADDRESS

Port Charlotte

FL

33948

CITY

STATE

ZIP

(941) 235-6900

(941) 235-6919

TELEPHONE NUMBER

FAX NUMBER

Name, address and qualification of additional planners, architects, engineers, environmental consultants, and other professionals providing information contained in this application.

* This will be the person contacted for all business relative to the application.

Johnson Engineering, Inc.

*Patricia H. Newton (**local contact**)

2158 Johnson Street

Fort Myers, Florida 33901

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WilsonMiller, Inc.

Margaret Perry

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Fishkind & Associates, Inc.

Hank Fishkind

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(407) 382-3256

David Plummer & Associates, Inc.

Mark Gillis

1531 Hendry Street

Fort Myers, Florida 33901

(239) 332-2617

II. REQUESTED CHANGE (Please see Item 1 for Fee Schedule)

A. TYPE: (Check appropriate type)

☒ Text Amendment

☒ Future Land Use Map Series Amendment
(Maps 1 thru 21)

List Number(s) of Map(s) to be amended
Maps 1 (pages 1, 2, 4 of 5), 3A, 3B, 3C, 3D, 3H,
3I, 3J, and 20.

B. SUMMARY OF REQUEST (Brief explanation):

See Attached Pages 3a and 3b of 10.

III. PROPERTY SIZE AND LOCATION OF AFFECTED PROPERTY (for amendments affecting development potential of property)

1. Site Address:

20500 S.R. 31, N. Ft. Myers, FL 33903
Access Undetermined, Alva, FL 33920
Access Undetermined, Alva, FL 33920
Access Undetermined, Alva, FL 33920
Access Undetermined, Alva, FL 33920
19100 S.R. 31, N. Ft. Myers, FL 33903
14251 N. River Road, Alva, FL 33920

2. STRAP(s):

06-43-26-00-00001.0000
05-43-26-00-00001.0000
04-43-26-00-00001.0000
03-43-26-00-00001.0000
02-43-26-00-00001.0000*
07-43-26-00-00001.0000
09-43-26-00-00001.0000

* This parcel number encompasses STR 02-43-26 and small portion of 01-43-26.

B. Property Information

Total Acreage of Property: 4,157.2±

Total Acreage included in Request: 4,157.2±

Area of each Existing Future Land Use Category:	DR/GR:	3,958.3
	Wetland:	198.9

Total Uplands: 3,412.22

Total Wetlands: 744.98

Current Zoning: AG-2

Current Future Land Use Designation: DR/GR and Wetlands

Existing Land Use: Agricultural Lands

APPLICATION REQUESTS

The Babcock Mixed Use District (BMXD), as planned under the proposed amendment, will consist of an integrated mixed use district. The BMXD is located in Sections 1 through 7 and the west one-half of Section 9, Township 43 South, Range 26 East, within the northeast of Lee County, immediately south of the Charlotte County line, north of the Caloosahatchee River and east of SR 31. The BMXD as proposed would become a new Future Land Use category in the Lee County Comprehensive Plan, The Lee Plan.

The development area of the BMXD will cover approximately 4,157.2± acres in the southwest portion of the Babcock Ranch property. The BMXD will contain 1,630 residential dwelling units and approximately 80,000 square feet of commercial space. These land uses will be clustered into fully integrated mixed use districts of varying density and intensity. This will enable the BMXD to preserve open space, protect environmentally sensitive areas, and prevent urban sprawl.

A large-scale amendment to the Lee Plan will be necessary to create the BMXD as a new Future Land Use category. The proposed amendment will create the framework required to implement the development plan. The requested map and text amendments are as follows:

1. Map Amendment Requests:

- a. Amendment to *Map 1 (Page 1 of 5) Future Land Use Map* of the Lee Plan to create the BMXD as a new Future Land Use category. Refer to the amended Map 1 (Page 1 of 5) Future Land Use Map of the Lee Plan in **Appendix 1**.
- b. Amendment to *Map 1 (Page 2 of 5) Special Treatment Areas* of the Lee Plan to delineate the BMXD as a new Future Land Use category with specific Goals, Objectives and Policies. Refer to the amended Map 1 (Page 2 of 5) Special Treatment Areas of the Lee Plan in **Appendix 2**.
- c. Amendment to *Map 1 (Page 4 of 5) Special Treatment Areas* of the Lee Plan to establish the BMXD as a Privately Funded Infrastructure Overlay. Refer to the amended Map 1 (Page 4 of 5) Special Treatment Areas of the Lee Plan in **Appendix 3**.
- d. Amendment to *Map 3A: Lee County 2020 Financially Feasible Highway Plan* of the Lee Plan, to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- e. Amendment to *Map 3B: Future Functional Classification Map Unincorporated Lee County and State/County Roads in Cities* of the Lee Plan to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- f. Amendment to *Map 3C: 2020 Financially Feasible Transit Network* of the Lee Plan to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.

- g. Amendment to *Map 3D: Unincorporated Bikeways/Walkways Facilities Plan* of the Lee Plan to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- h. Amendment to *Map 3H: Future Maintenance Responsibility of the Lee Plan* to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- i. Amendment to *Map 3I: Public Transit Trip Generators* of the Lee Plan to incorporate BMXD as a future trip generator. Refer to **Appendix 4**.
- j. Amendment to *Map 3J: Evacuation Routes Lee County* of the Lee Plan to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- k. Amendment to *Map 20: Contiguous Agricultural Parcels over 100 Acres in Non-Urban Future Land Use Categories* of the Lee Plan to remove the BMXD from the inventory of Agricultural land and delineate it as a new Future Land Use category. Refer to the amended Map 20: Contiguous Agricultural Parcels over 100 Acres in Non-Urban Future Land Use Categories of the Lee Plan Map in **Appendix 5**.

2. **Text Amendment Requests:**

- l. Text amendment to the Alva Planning Community description within Chapter 1: Lee County – A Vision for 2020 to accommodate development of the BMXD within the Alva Planning Community.
- m. Proposed text to create Policy 1.1.10 within Chapter II: Future Land Use element of the Lee Plan to establish the BMXD as a new Future Land Use category.
- n. Text amendment to Table 1(b) in reference to Policy 1.7.6: Planning Communities Map and Acreage Allocation Table to authorize the allocation of residential acreage required in the Alva Planning Community to accommodate the density requested for the BMXD.
- o. Proposed text to establish Goal 23 within Chapter II: Future Land Use element of the Lee Plan to ensure that the future development within the BMXD will be compatible with the intended character of the proposed Future Land Use category.
- p. Text amendment to the definition of the term “Density” in the Lee Plan Glossary to allow for the density calculation for the BMXD to be consistent with the methodology adopted in the Lee Plan to promote mixed-use development.

- C. State if the subject property is located in one of the following areas and if so how does the proposed change effect the area:

Lehigh Acres Commercial Overlay: N/A

Airport Noise Zone 2 or 3: N/A

Acquisition Area: N/A

Joint Planning Agreement Area (adjoining other jurisdictional lands): N/A

Community Redevelopment Area: N/A

- D. Proposed change for the Subject Property:

See Attached.

- E. Potential development of the subject property:

1. Calculation of maximum allowable development under existing FLUM:

Residential Units/Density	DR/GR:	3,958.3	x 1/10 =	395.8 units
	Wetland:	198.9	x 1/20 =	9.9
				<u>405.7 units</u>

Commercial intensity N/A

Industrial intensity N/A

2. Calculation of maximum allowable development under proposed FLUM:

Residential Units/Density	Single-Family:	1,236 (76%)	
	Multi-Family:	394 (24%)	= 1,630 Units

Commercial intensity 80,000 square feet

Industrial intensity -0-

IV. AMENDMENT SUPPORT DOCUMENTATION

At a minimum, the application shall include the following support data and analysis. These items are based on comprehensive plan amendment submittal requirements of the State of Florida, Department of Community Affairs, and policies contained in the Lee County Comprehensive Plan. Support documentation provided by the applicant will be used by staff as a basis for evaluating this request. To assist in the preparation of amendment packets, the applicant is encouraged to provide all data and analysis electronically. (Please contact the Division of Planning for currently accepted formats)

- A. General Information and Maps

NOTE: For each map submitted, the applicant will be required to provide a reduced map (8.5" x 11") for inclusion in public hearing packets.

The following pertains to all proposed amendments that will affect the development potential of properties (unless otherwise specified).

1. Provide any proposed text changes. See Volume I, Section 3.
2. Provide a Future Land Use Map showing the boundaries of the subject property, surrounding street network, surrounding designated future land uses, and natural resources. See Volume I, Section 4.c., and Volume II, Section 2.b., Map 3.
3. Map and describe existing land *uses* (not designations) of the subject property and surrounding properties. Description should discuss consistency of current uses with the proposed changes. See Volume I, Section 4.f., and Volume II, Section 2.d., Map 6.
4. Map and describe existing zoning of the subject property and surrounding properties. See Volume I, Section 4.3., and Volume II, Section 2.e., Map 7.
5. The legal description(s) for the property subject to the requested change. See Volume II, Section 1.a.1.
6. A copy of the deed(s) for the property subject to the requested change. See Volume II, Section 1.a.2.
7. An aerial map showing the subject property and surrounding properties. See Volume I, Section 4a. and b., Maps 1a and 1b.
8. If applicant is not the owner, a letter from the owner of the property authorizing the applicant to represent the owner. See Volume I, Section 2.

B. Public Facilities Impacts

NOTE: The applicant must calculate public facilities impacts based on a maximum development scenario (see Part II.H.).

1. Traffic Circulation Analysis

The analysis is intended to determine the effect of the land use change on the Financially Feasible Transportation Plan/Map 3A (20-year horizon) and on the Capital Improvements Element (5-year horizon). Toward that end, an applicant must submit the following information:

Long Range – 20-year Horizon:

- a. Working with Planning Division staff, identify the traffic analysis zone (TAZ) or zones that the subject property is in and the socio-economic data forecasts for that zone or zones;

- b. Determine whether the requested change requires a modification to the socio-economic data forecasts for the host zone or zones. The land uses for the proposed change should be expressed in the same format as the socio-economic forecasts (number of units by type/number of employees by type/etc.);
- c. If no modification of the forecasts is required, then no further analysis for the long range horizon is necessary. If modification is required, make the change and provide to Planning Division staff, for forwarding to DOT staff. DOT staff will rerun the FSUTMS model on the current adopted Financially Feasible Plan network and determine whether network modifications are necessary, based on a review of projected roadway conditions within a 3-mile radius of the site;
- d. If no modifications to the network are required, then no further analysis for the long range horizon is necessary. If modifications are necessary, DOT staff will determine the scope and cost of those modifications and the effect on the financial feasibility of the plan;
- e. An inability to accommodate the necessary modifications within the financially feasible limits of the plan will be a basis for denial of the requested land use change;
- f. If the proposal is based on a specific development plan, then the site plan should indicate how facilities from the current adopted Financially Feasible Plan and/or the Official Trafficways Map will be accommodated.

See Volume II, Section 4.

Short Range – 5-year CIP horizon:

- a. Besides the 20-year analysis, for those plan amendment proposals that include a specific and immediated development plan, identify the existing roadways serving the site and within a 3-mile radius (indicate laneage, functional classification, current LOS, and LOS standard);
 - b. Identify the major road improvements within the 3-mile study area funded through the construction phase in adopted CIP's (County or Cities) and the State's adopted Five-Year Work Program;
- Projected 2020 LOS under proposed designation (calculate anticipated number of trips and distribution on roadway network, and identify resulting changes to the projected LOS);
- c. For the five-year horizon, identify the projected roadway conditions (volumes and levels of service) on the roads within the 3-mile study area with the programmed improvements in place, with and without the proposed development project. A methodology meeting with DOT staff prior to submittal is required to reach agreement on the projection methodology;
 - d. Identify the additional improvements needed on the network beyond those programmed in the five-year horizon due to the development proposal.

See Volume II, Section 4.

2. Provide an existing and future conditions analysis for:
 - a. Sanitary Sewer See Volume II, Section 3.a.
 - b. Potable Water See Volume II, Section 3.a.
 - c. Surface Water/Drainage Basins See Volume II, Section 3.b.
 - d. Parks, Recreation, and Open Space. See Volume II, Section 3.c.

Analysis should include (but is not limited to) the following:

- Franchise Area, Basin, or District in which the property is located;
- Current LOS, and LOS standard of facilities serving the site;
- Projected 2020 LOS under existing designation;
- Projected 2020 LOS under proposed designation;
- Improvements/expansions currently programmed in 5 year CIP, 6-10 year CIP, and long range improvements; and
- Anticipated revisions to the Community Facilities and Services Element and/or Capital Improvements Element (state if these revisions are included in this amendment).

3. Provide a letter from the appropriate agency determining the adequacy/provision of existing/proposed support facilities, including:
 - a. Fire protection with adequate response times;
 - b. Emergency medical service (EMS) provisions;
 - c. Law enforcement;
 - c. Solid Waste;
 - d. Mass Transit; and
 - e. Schools.

See Volume II, Section 3.g.

In reference to above, the applicant should supply the responding agency with the information from Section's II and III for their evaluation. This application should include the applicant's correspondence to the responding agency.

C. Environmental Impacts

Provide an overall analysis of the character of the subject property and surrounding properties, and assess the site's suitability for the proposed use upon the following:

1. A map of the Plant Communities as defined by the Florida Land Use Cover and Classification system (FLUCCS).
2. A map and description of the soils found on the property (identify the source of the information).
3. A topographic map with property boundaries and 100-year flood prone areas indicated (as identified by FEMA).

4. A map delineating wetlands, aquifer recharge areas, and rare & unique uplands.
5. A table of plant communities by FLUCCS with the potential to contain species (plant and animal) listed by federal, state or local agencies as endangered, threatened or species of special concern. The table must include the listed species by FLUCCS and the species status (same as FLUCCS map).

See Volume II, Section 7.

D. Impacts on Historic Resources

List all historic resources (including structure, districts, and/or archeologically sensitive areas) and provide an analysis of the proposed change's impact on these resources. The following should be included with the analysis:

1. A map of any historic districts and/or sites, listed on the Florida Master Site File, which are located on the subject property or adjacent properties.
2. A map showing the subject property location on the archeological sensitivity map for Lee County.

See Volume I, Section 4.j and Volume II, Section 8.

E. Internal Consistency with the Lee Plan

1. Discuss how the proposal affects established Lee County population projections, Table 1(b) (Planning Community Year 2020 Allocations), and the total population capacity of the Lee Plan Future Land Use Map. See Volume II, Section 1.c.
2. List all goals and objectives of the Lee Plan that are affected by the proposed amendment. This analysis should include an evaluation of all relevant policies under each goal and objective. See Volume II, Section 9.a.
3. Describe how the proposal affects adjacent local governments and their comprehensive plans. See Volume I, Section 5. – Four Party Agreement
4. List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment. See Volume II, Sections 9 and 10.

F. Additional Requirements for Specific Future Land Use Amendments

1. Requests involving Industrial and/or categories targeted by the Lee Plan as employment centers (to or from)
 - a. State whether the site is accessible to arterial roadways, rail lines, and cargo airport terminals,
 - b. Provide data and analysis required by Policy 2.4.4,
 - c. The affect of the proposed change on county's industrial employment goal specifically policy 7.1.4.

See Volume II, Section 1.b.

2. Requests moving lands from a Non-Urban Area to a Future Urban Area

a. Demonstrate why the proposed change does not constitute Urban Sprawl. Indicators of sprawl may include, but are not limited to: low-intensity, low-density, or single-use development; 'leap-frog' type development; radial, strip, isolated or ribbon pattern type development; a failure to protect or conserve natural resources or agricultural land; limited accessibility; the loss of large amounts of functional open space; and the installation of costly and duplicative infrastructure when opportunities for infill and redevelopment exist. See Volume II, Section 1.b.

3. Requests involving lands in critical areas for future water supply must be evaluated based on policy 2.4.2. See Volume II, Section 6.

4. Requests moving lands from Density Reduction/Groundwater Resource must fully address Policy 2.4.3 of the Lee Plan Future Land Use Element. See Volume II, Section 6.

G. Justify the proposed amendment based upon sound planning principles. Be sure to support all conclusions made in this justification with adequate data and analysis.

Item 1: Fee Schedule

Map Amendment Flat Fee	\$2,000.00 each
Map Amendment > 20 Acres	\$2,000.00 and \$20.00 per 10 acres
Small Scale Amendment (10 acres or less)	\$1,500.00 each
Text Amendment Flat Fee	\$2,500.00 each

AFFIDAVIT

I, Charles W. DeSanti, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data, or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of Lee County Community Development to enter upon the property during normal working hours at their own risk for the purpose of investigating and evaluating the request made through this application. (PLEASE contact applicant 24 hours prior to entering property).

BABCOCK PROPERTY HOLDINGS, LLC,
a Delaware Limited Liability Company

By: Babcock Florida Company, a Florida Corporation, its managing member.

[Signature]
Signature of owner or owner-authorized agent

11/1/06
Date

Charles W. DeSanti
Typed or printed name

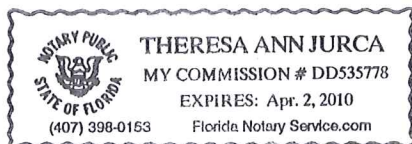
STATE OF FLORIDA)
COUNTY OF Charlotte

The foregoing instrument was certified and subscribed before me this 1st day of November 2006,
by Charles W. DeSanti who is personally known to me or who has produced
as identification.

(SEAL)

[Signature]
Signature of notary public

Theresa Ann Jurca
Printed name of notary public



AFFIDAVIT

I, Charles W DeSanti, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data, or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of Lee County Community Development to enter upon the property during normal working hours at their own risk for the purpose of investigating and evaluating the request made through this application. (PLEASE contact applicant 24 hours prior to entering property).

BABCOCK PROPERTY HOLDINGS, LLC,
a Delaware Limited Liability Company

By: Babcock Florida Company, a Florida Corporation, its managing member.

[Signature]

Signature of owner or owner-authorized agent

11/1/06

Date

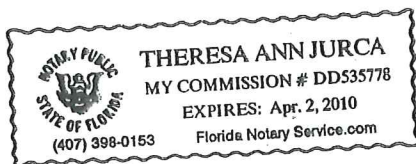
Charles W. DeSanti

Typed or printed name

STATE OF FLORIDA)
COUNTY OF Charlotte)

The foregoing instrument was certified and subscribed before me this 1st day of November 2006,
by Charles W DeSanti who is personally known to me or who has produced
as identification.

(SEAL)



[Signature]

Signature of notary public

Theresa Ann Jurca

Printed name of notary public

Babcock Mixed-Use District

I.2.b. Executed Authorization (IV.A.8.)

LETTER OF AUTHORIZATION

GUNSTER, YOAKLEY & STEWART, P.A., JOHNSON ENGINEERING, INC., DAVID PLUMMER & ASSOCIATES, WILSON MILLER, INC., and FISHKIND AND ASSOCIATES are hereby authorized to represent BABCOCK PROPERTY HOLDINGS, LLC, a Delaware Limited Liability Company for local or state permit requests on property identified by the attached list of parcel numbers.

Babcock Property Holdings, LLC, a Delaware Limited Liability Company

By: Babcock Florida Company, a Florida Corporation, its managing member

By:

Name: Charles W. DeSanti

Title: President

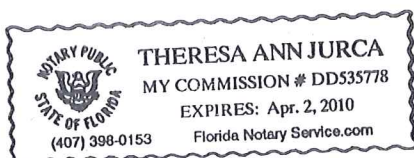
Address: 17837 Murdock Circle
Port Charlotte, Florida 33948

Tele: (941) 235-6900

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 1st day of November, 2006, by Charles W. DeSanti who is personally known to me or had produced _____ as identification and who did (did not) take an oath.

(SEAL)



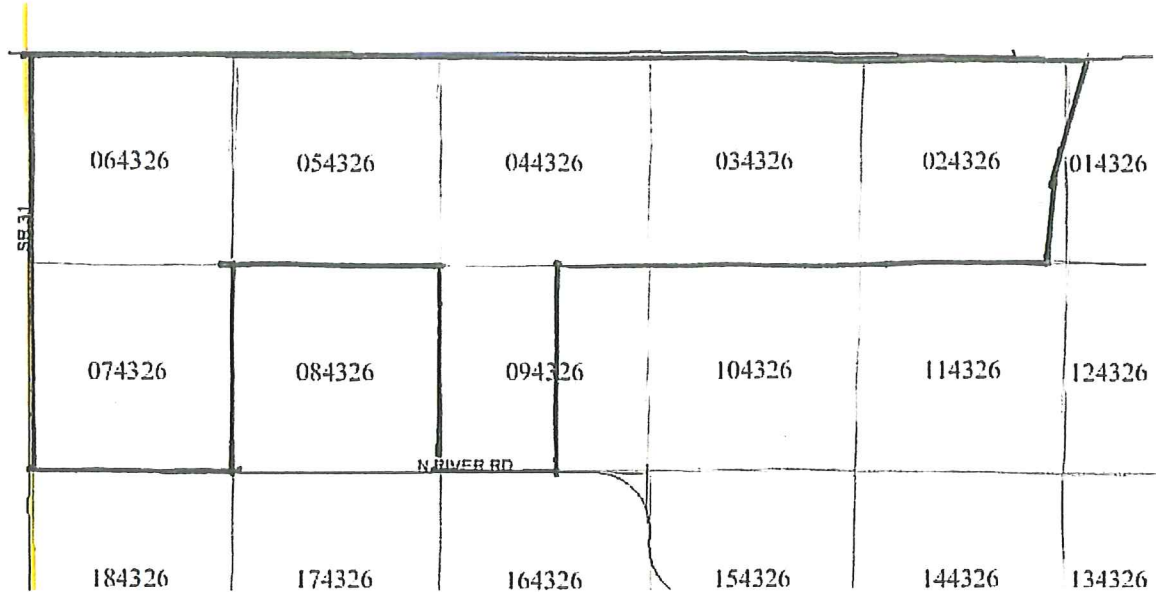
Theresa Ann Jurca

Theresa Ann Jurca
(Typed, printed or stamped name of Notary)

Exhibit PH-1.B.2.

BABCOCK / KITSON

LEE COUNTY STRAP (PARCEL) NUMBERS
(Boundary Approximate)



1. **06-43-26-00-00001.0000 – Entire Section**
20500 S.R. 31, North Fort Myers, FL 33903
2. **05-43-26-00-00001.0000 – Entire Section**
Access Undetermined, Alva, FL 33920
3. **04-43-26-00-00001.0000 – Entire Section**
Access Undetermined, Alva, FL 33920
4. **03-43-26-00-00001.0000 – Entire Section**
Access Undetermined, Alva, FL 33920
5. **02-43-26-00-00001.0000 – Minus southeastern border; parcel includes land within**
STR 01-43-26.
Access Undetermined, Alva, FL 33920
6. **07-43-26-00-00001.0000 – Entire Section**
19100 S.R. 31, North Fort Myers, FL 33917
7. **09-43-26-00-00001.0000 – Western half of section, Lot 1 of 2.**
14251 N. River Road, Alva, FL 33920

Volume I of II

TABLE OF CONTENTS

SECTION 3

BABCOCK MIXED-USE DISTRICT

	Application Reference
a. Summary of Requests	II.B
1) Proposed Map Amendments	II.A.
Appendix 1: Lee County Future Land Use Map (Lee Plan Map Page 1 of 5)	IV.A.1.
Appendix 2: Lee County Special Treatment Areas (Lee Plan Map 1 Page 2 of 5)	
Appendix 3: Lee County Special Treatment Areas (Lee Plan Map 1 Page 4 of 5)	
Appendix 4: Proposed Lee County Map 3A, 3B, 3C, 3D, 3H, 3I, 3J	
Appendix 5: Lee County Contiguous Agricultural Parcels over 100 Acres in Non-Urban Future Land Use Categories (Lee Plan Map 20)	
2) Proposed Texts, Goals, Objectives and Policies	

BABCOCK MIXED USE DISTRICT
LEE COUNTY COMPREHENSIVE PLAN AMENDMENT
APPLICATION REQUESTS

The Babcock Mixed Use District (BMXD), as planned under the proposed amendment, will consist of an integrated mixed use district. The BMXD is located in Sections 1 through 7 and the west one-half of Section 9, Township 43 South, Range 26 East, within the northeast of Lee County, immediately south of the Charlotte County line, north of the Caloosahatchee River and east of SR 31. The BMXD as proposed would become a new Future Land Use category in the Lee County Comprehensive Plan, The Lee Plan.

The development area of the BMXD will cover approximately 4,157.2± acres in the southwest portion of the Babcock Ranch property. The BMXD will contain 1,630 residential dwelling units and approximately 80,000 square feet of commercial space. These land uses will be clustered into fully integrated mixed use districts of varying density and intensity. This will enable the BMXD to preserve open space, protect environmentally sensitive areas, and prevent urban sprawl.

A large-scale amendment to the Lee Plan will be necessary to create the BMXD as a new Future Land Use category. The proposed amendment will create the framework required to implement the development plan. The requested map and text amendments are as follows:

1. Map Amendment Requests:

- a. Amendment to *Map 1 (Page 1 of 5) Future Land Use Map* of the Lee Plan to create the BMXD as a new Future Land Use category. Refer to the amended Map 1 (Page 1 of 5) Future Land Use Map of the Lee Plan in **Appendix 1**.
- b. Amendment to *Map 1 (Page 2 of 5) Special Treatment Areas* of the Lee Plan to delineate the BMXD as a new Future Land Use category with specific Goals, Objectives and Policies. Refer to the amended Map 1 (Page 2 of 5) Special Treatment Areas of the Lee Plan in **Appendix 2**.
- c. Amendment to *Map 1 (Page 4 of 5) Special Treatment Areas* of the Lee Plan to establish the BMXD as a Privately Funded Infrastructure Overlay. Refer to the amended Map 1 (Page 4 of 5) Special Treatment Areas of the Lee Plan in **Appendix 3**.
- d. Amendment to *Map 3A: Lee County 2020 Financially Feasible Highway Plan* of the Lee Plan, to incorporate transportation improvements within the BMXD locality. Refer to the amended Map 3A: Lee County 2030 Financially Feasible Highway Plan of the Lee Plan in **Appendix 4**.

- e. Amendment to *Map 3B: Future Functional Classification Map Unincorporated Lee County and State/County Roads in Cities* of the Lee Plan to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- f. Amendment to *Map 3C: 2020 Financially Feasible Transit Network* of the Lee Plan to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- g. Amendment to *Map 3D: Unincorporated Bikeways/Walkways Facilities Plan* of the Lee Plan to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- h. Amendment to *Map 3H: Future Maintenance Responsibility of the Lee Plan* to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- i. Amendment to *Map 3I: Public Transit Trip Generators* of the Lee Plan to incorporate BMXD as a future trip generator. Refer to **Appendix 4**.
- j. Amendment to *Map 3J: Evacuation Routes Lee County* of the Lee Plan to incorporate transportation improvements within the BMXD locality. Refer to **Appendix 4**.
- k. Amendment to *Map 20: Contiguous Agricultural Parcels over 100 Acres in Non-Urban Future Land Use Categories* of the Lee Plan to remove the BMXD from the inventory of Agricultural land and delineate it as a new Future Land Use category. Refer to the amended Map 20: Contiguous Agricultural Parcels over 100 Acres in Non-Urban Future Land Use Categories of the Lee Plan Map in **Appendix 5**.

2. Text Amendment Requests:

- l. Text amendment to the Alva Planning Community description within Chapter 1: Lee County – A Vision for 2020 to accommodate development of the BMXD within the Alva Planning Community.
- m. Proposed text to create Policy 1.1.10 within Chapter II: Future Land Use element of the Lee Plan to establish the BMXD as a new Future Land Use category.
- n. Text amendment to Table 1(b) in reference to Policy 1.7.6: Planning Communities Map and Acreage Allocation Table to authorize the allocation of residential acreage required in the Alva Planning Community to accommodate the density requested for the BMXD.

- o. Proposed text to establish Goal 23 within Chapter II: Future Land Use element of the Lee Plan to ensure that the future development within the BMXD will be compatible with the intended character of the proposed Future Land Use category.
- p. Text amendment to the definition of the term “Density” in the Lee Plan Glossary to allow for the density calculation for the BMXD to be consistent with the methodology adopted in the Lee Plan to promote mixed-use development.

FUTURE LAND USE MAP (Lee Plan Map 1 Page 1 of 5)

1 This map generally represents the future land use maps of the five municipalities within the context of the Lee Plan. The specific plans and policies are subject to the jurisdiction of the respective municipalities.

2 This map is a general representation of the Future Land Use Map as adopted by the Board of County Commissioners On: September 17, 1990

Revised By:

ADOPTING ORDINANCE	DATE OF ADOPTION	EFFECTIVE DATE
89-02	1/31/1989	3/1/1989
90-09	3/7/1990	3/14/1990
90-43	9/9/1990	9/17/1990
90-44	9/12/1990	9/17/1990
91-10	4/3/1991	4/10/1991
91-19	7/9/1991	7/18/1991
92-35	8/7/1992	8/18/1992
92-41	9/15/1992	9/21/1992
92-47	10/27/1992	11/9/1992
92-48	10/27/1992	11/9/1992
93-51	12/9/1992	12/21/1992
93-05	2/22/1993	2/26/1993
93-25	9/20/1993	10/4/1994
94-23	8/22/1994	11/14/1994
94-29	10/26/1994	1/9/1995
94-30	11/1/1994	7/25/1998
95-27	12/20/1995	1/20/1996
96-19	10/21/1996	11/2/1996
97-05	3/5/1997	4/2/1997
97-17	8/26/1997	9/30/1997
97-13	6/24/1997	7/25/1997
97-22	11/25/1997	12/28/1997
98-02	1/13/1998	2/13/1998
98-09	6/3/1998	7/30/1998
99-02	4/13/1999	2/4/2000
99-26	11/24/1999	12/25/1999
99-15	11/22/1999	1/19/2000
99-16	11/22/1999	1/19/2000
99-17	11/22/1999	1/19/2000
99-18	11/22/1999	1/19/2000
99-19	11/22/1999	12/23/1999
00-08	5/4/2000	6/28/2000
00-16	8/8/2000	8/8/2000
00-22	11/1/2000	12/28/2000
01-24	12/13/2001	1/13/2002
02-02, 03, 04, 05, 06	1/10/2002	3/27/2002
02-29	10/21/2002	1/9/2003
03-01, 02, 03, 04, 05, 06, 07	1/9/2003	4/1/2003
03-12	5/8/2003	6/6/2003
03-19, 03-20, 03-21	10/23/2003	12/1/2004
03-26	12/15/2003	3/12/2004
04-14	9/20/2004	12/7/2004
04-15	9/22/2004	10/23/2004
05-19, 05-21	10/12/2005	01/09/2006

3 Please see the Lee Plan for additional information regarding special restrictions, overlays, or allowances in addition to the requirements of the land use categories.

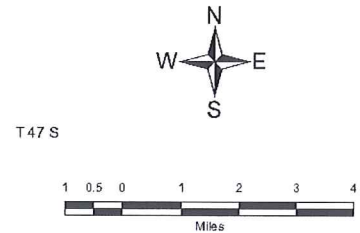
- FUTURE URBAN AREAS**
- Intensive Development
 - Central Urban
 - Urban Community
 - Suburban
 - Outlying Suburban
 - Industrial Development
 - Public Facilities
 - University Community
 - Babcock Mixed Use District

- INTERCHANGE AREAS**
- Industrial Interchange
 - General Interchange
 - General Commercial Interchange
 - Industrial Commercial Interchange
 - University Village Interchange

- NEW COMMUNITY**
- New Community
- AIRPORT AREAS**
- Tradeport
 - Airport

- NON-URBAN AREAS**
- Rural
 - Rural Community Preserve
 - Coastal Rural
 - Outer Island
 - Open Lands
 - Density Reduction/Groundwater Resource
 - Conservation Lands - Uplands
 - Wetlands
 - Conservation Lands - Wetlands
- ENVIRONMENTALLY CRITICAL AREAS (WETLANDS)**

Chapter XIII of this plan contains an administrative process, including a field check, to precisely define the boundaries of a wetland area, and to correct any such boundaries that are based on clear factual error.



Map Generated June 2006

Appendix 1

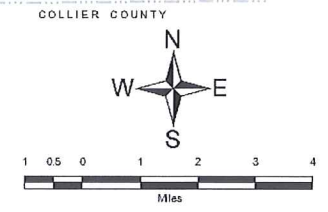
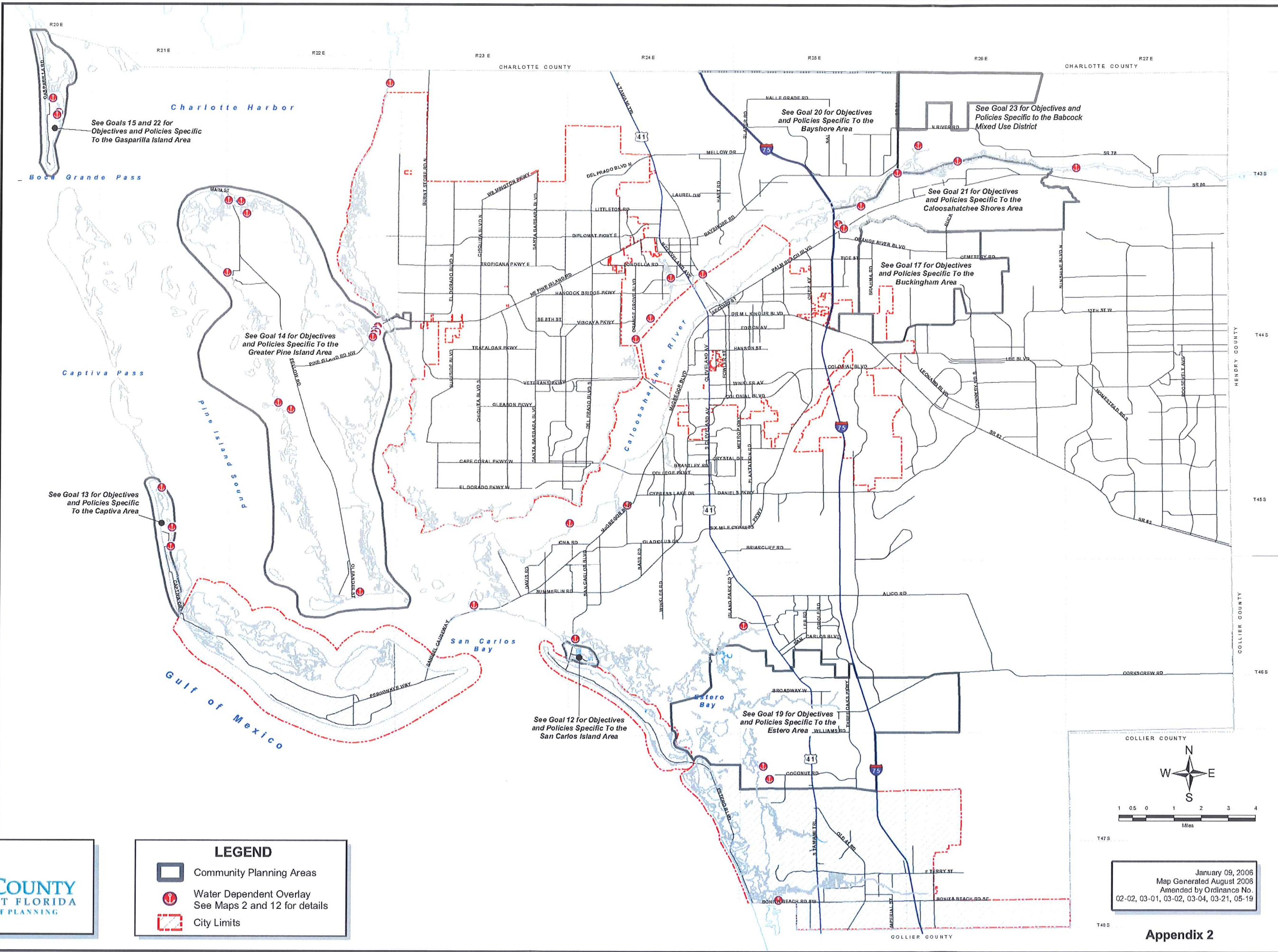
SPECIAL TREATMENT AREAS

(Lee Plan Map 1 Page 2 of 5)



LEGEND

- Community Planning Areas
- Water Dependent Overlay
See Maps 2 and 12 for details
- City Limits



January 09, 2006
Map Generated August 2006
Amended by Ordinance No.
02-02, 03-01, 03-02, 03-04, 03-21, 05-19

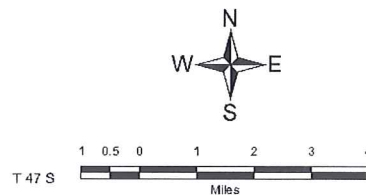
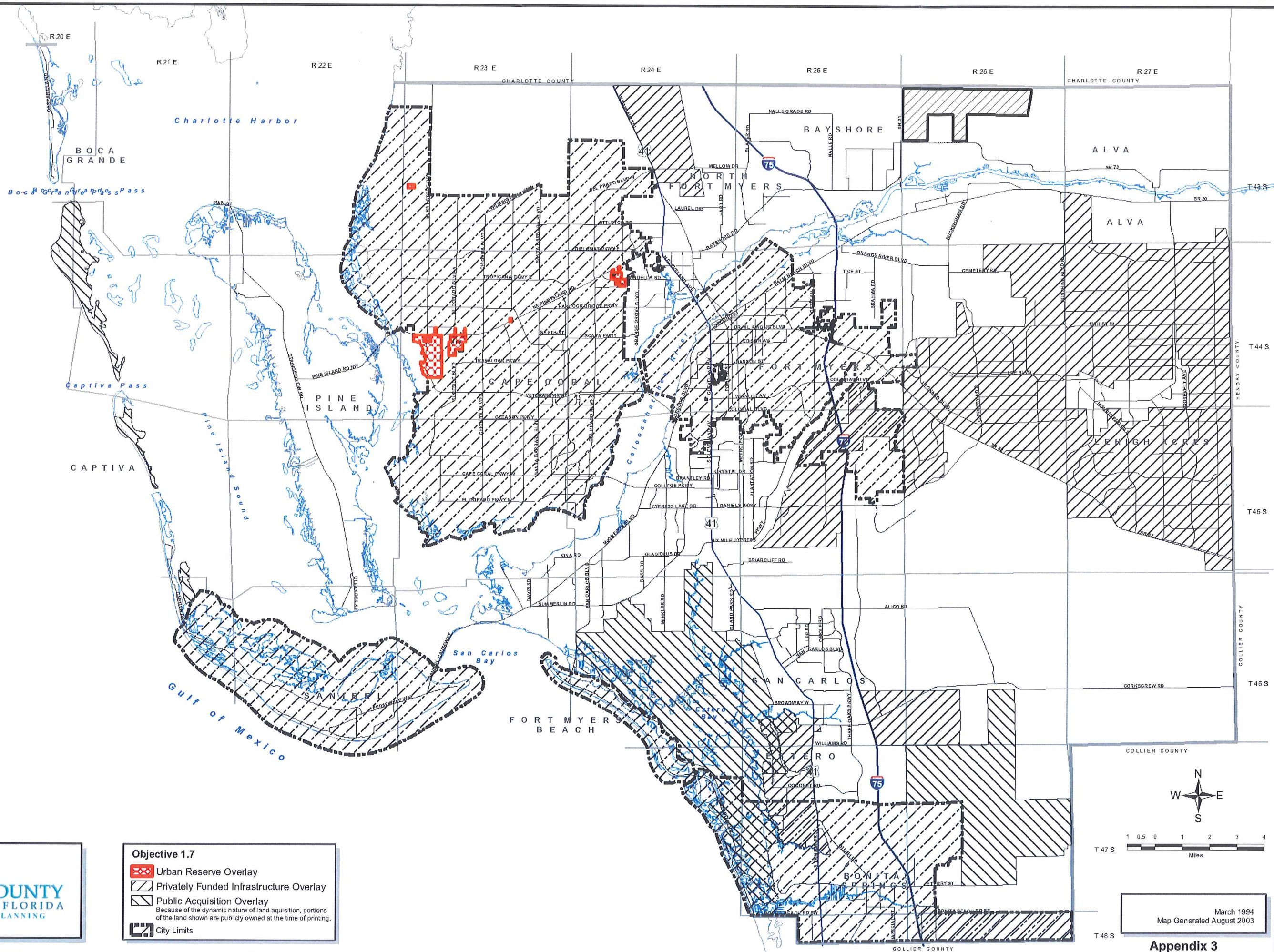
SPECIAL TREATMENT AREAS

(Lee Plan Map 1 Page 4 of 5)



Objective 1.7

-  Urban Reserve Overlay
 -  Privately Funded Infrastructure Overlay
 -  Public Acquisition Overlay
 -  City Limits
- Because of the dynamic nature of land acquisition, portions of the land shown are publicly owned at the time of printing.

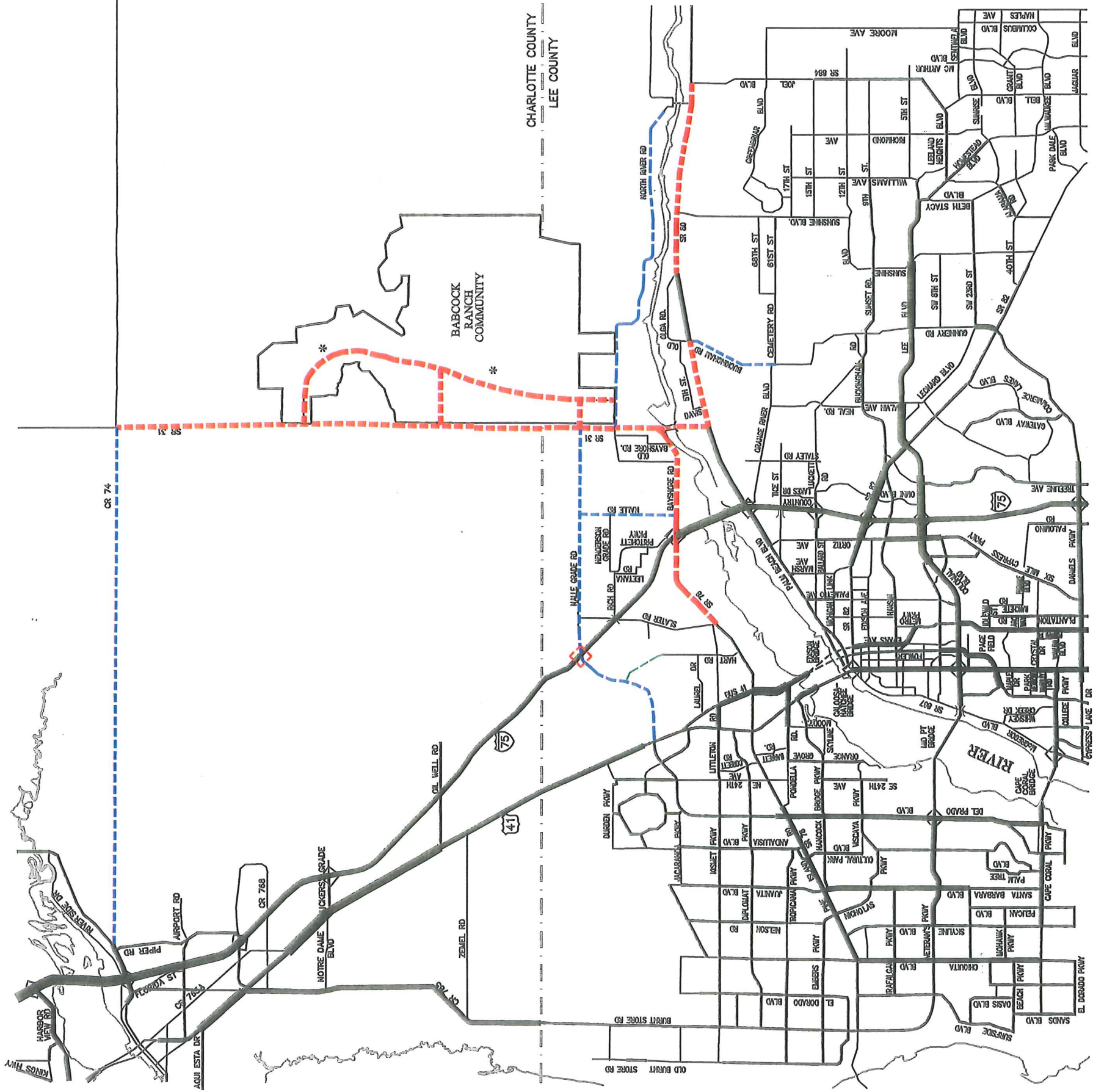


March 1994
Map Generated August 2003

Appendix 3



N.T.S.



RECOMMENDED BMXD IMPROVEMENTS

- 2 Lanes
- 4 Lanes
- 6 Lanes
- Interchange

MPO 2030 FINANCIALLY-FEASIBLE NEEDS ASSESSMENT

- 2 Lanes
- 3 Lanes
- 4 Lanes
- 6 Lanes
- 8 Lanes
- 10 Lanes
- Interchange

* Conceptual roadway only, shown for capacity purposes.



Babcock Mixed Use District (BMXD)
Lee County Comprehensive Plan Amendment
Traffic Circulation Element

DATE	PROJECT NO.	FILE NO.	SCALE	EXHIBIT
08/06	06569	6B/0806	N.T.S.	4.4

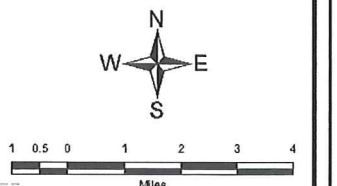
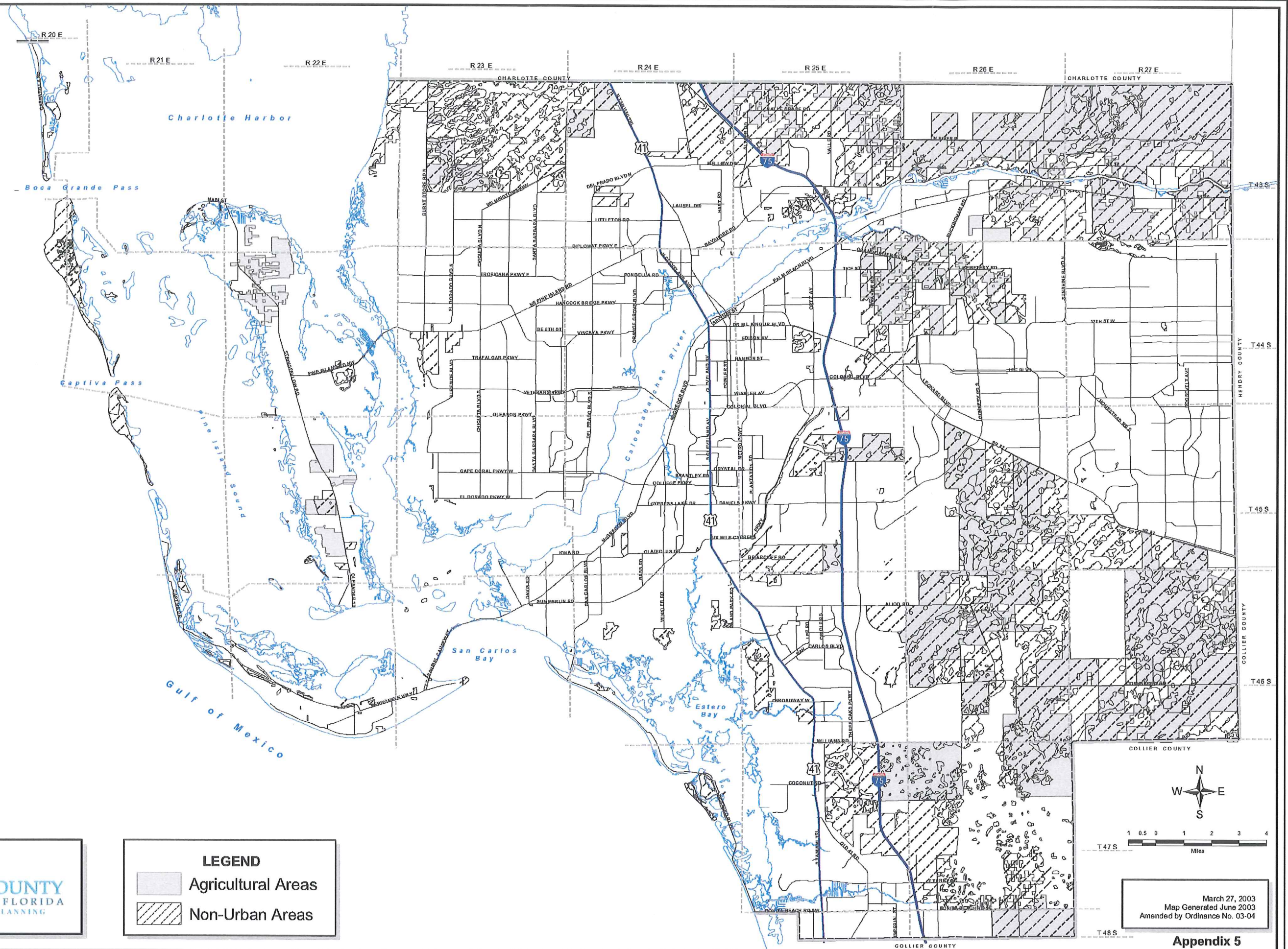
PROPOSED LEE COUNTY
MAP 3A, 3B, 3C, 3D,
3H, 3I, 3J

CONTIGUOUS AGRICULTURAL PARCELS OVER 100 ACRES IN NON-URBAN FUTURE LAND USE CATEGORIES

(Lee Plan Map 20)



- LEGEND**
- Agricultural Areas
 - Non-Urban Areas



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Map Generated June 2003
Amended by Ordinance No. 03-04

BABCOCK MIXED USE DISTRICT

PROPOSED TEXTS, GOALS, OBJECTIVES AND POLICIES (IV.A.1)

- I. **Text amendment to the Alva Planning Community description within Chapter 1: Lee County – A Vision for 2020 to accommodate development of the BMXD within the Alva Planning Community.**

Alva –

This Community is located in the northeast corner of the county and is focused around the rural community of Alva. This Community roughly includes lands located in Sections 1 through 7 and the west one-half of Section 9, all being in Township 43 South, Range 26 East, Lee County, Florida, immediately south of the Charlotte County line, north of the Caloosahatchee River and east of S.R. 31. The majority of this area is designated as Rural, Open Lands, or Density Reduction/Groundwater Resource. The lands surrounding the Alva “Center,” which lie north and south of the Caloosahatchee River at the intersections of the Broadway (the bridge at Alva) and S.R. 78 and S.R. 80, are designated as Urban Community. There are some lands designated as Outlying Suburban within the Alva Planning Community, most of which are located south of Bayshore Road west of S.R. 31. The Bayshore area has characteristics of both the Alva and the North Fort Myers Community. The division between these communities was drawn to reflect census geography. If this geography is altered, this community boundary should also be reviewed. This area currently has a rural character similar to the rest of the Alva Planning Community; however, its location/accessibility to I-75 may, in the future, render it more closely related to the North Fort Myers Community.

While the Alva community does offer some commercial opportunities, residents satisfy most of their commercial needs outside of this community in the more urbanized communities to the west and south. Commercial and residential opportunities in Alva will be expanded through the planning horizon of the Lee Plan with the development of the Babcock Ranch Mixed Use District (BMXD). The BMXD will be an innovative, multi-use community located on a 4,157.23± acre portion of the Babcock Ranch property in the Alva Planning Community, north of the Caloosahatchee River and south of the Charlotte County line.

In the year 2020, the Alva community will remain largely rural/agricultural in nature with over half of its total acreage being used for this purpose. The Alva Community will also strive to protect its historic resources.

(Added by Ordinance No. 99-15)

- m. **Proposed text to create Policy 1.1.10 within Chapter II: Future Land Use element of the Lee Plan to establish the BMXD as a new Future Land Use category.**

POLICY 1.1.10: The Babcock Mixed Use District (BMXD) land use category will be located in Sections 1 through 7 and the west one-half of Section 9, all being in Township 43 South, Range 26 East, Lee County, Florida, immediately south of the Charlotte County line, north of the Caloosahatchee River and east of S.R. 31. The total land area of the BMXD is 4,157.2± acres. The BMXD will consist of an integrated mixed use district, extending across the Lee County and Charlotte County boundaries. The BMXD shall be located in the Alva Planning Community and the southwest portion of the Babcock Ranch property.

The BMXD will be a model of place sensitive planning that incorporates sustainable design principles while maintaining equilibrium with the natural environment. The BMXD will feature a mix of residential, commercial, civic, educational, institutional, open space and recreational land uses. These uses will be planned to preserve environmentally sensitive lands and/or natural resource areas. The natural resource and other open space areas will shape urban form and demarcate development boundaries for the BMXD by surrounding and defining the Town Center, Village and Hamlets. A multi-modal transportation system consisting of pedestrian, bicycle, and/or alternative vehicle accessways located within streets, greenways and open space will provide integration and connectivity within the BMXD.

A well-planned, mixed-use community is envisioned for the BMXD through the employment of the following planning principles: Traditional Neighborhood Design (TND), Crime Prevention through Environmental Design (CPTED), and Smart Growth initiatives. The BMXD will consist of a Town Center, Village and Hamlets, each developed in descending hierarchical intensity. The most intense development will occur in the Town Center. This development area will meet the cultural, shopping, employment and civic needs of residents of the BMXD, as well as support the surrounding area outside of the district. Commercial uses located within the Town Center will be accessible to the adjacent Village and designed to provide for safe pedestrian environment and access. Residential neighborhoods within the Town Center, Village and Hamlets will offer a wide-range of energy-efficient housing types, materials and practices, which will cater to an array of economic levels and age groups, including permanent and seasonal residents.

Development parameters for the BMXD are proposed at 1,630 dwelling units (du) and up to 80,000 square feet of non-residential space. Non-residential space will include commercial, office, and retail but does not include schools, the square footage for which will be additional. Residential density within the Town Center will range from six (6) to twenty-four (24) du/acre and not exceed 40 du/net acre within any development area. The gross density in the Village and Hamlets will range from 1 to 3 du/acre and not exceed 16 du/net acre within any development area.

Terms and conditions for development within the BMXD have been established under the proposed Goal 23 of the Lee Plan.

- n. Text amendment to Table 1(b) in reference to Policy 1.7.6: Planning Communities Map and Acreage Allocation Table to authorize the allocation of residential and non-residential acreage required in the Alva Planning Community to accommodate the density proposed for the BMXD.

Table 1(b)
Planning Community Year 2020 Allocations

Future Land Use Category	Lee County Totals	Alva	Boca Grande	Bonita Springs	Fort Myers Shores	Burnt Store	Cape Coral	Captiva	Fort Myers	Fort Myers Beach	Gateway/Airport	Daniels Parkway
Intensive Development	1,493				89		27		297			
Central Urban	9,558				208				545			
Suburban	13,077	519	437		633							
Outlying Suburban	15,448				1,803				206			
Industrial	4,931	15				20	2	435				1,352
Public Facilities	96								48		18	
University Community	2		1					1				
Babcock Mixed Use District(1)	[1,237]	[1,237]										
Industrial Interchange	860											
General Interchange												
General Commercial Interchange	53											
Industrial Commercial Interchange	7				7							2
University Village Interchange												
Mixed Use Interchange												
New Community	1,644								360		1,284	
Tradeport	9										9	
Airport												
Rural	8,977	1,419			783	633			184		111	1,255
Rural Community Preserve	3,046											
Outer Island	215	5						172				
Open Lands	2,091	175				588						47
Density Reduction/Groundwater Resource	5,544	40									94	
Wetlands												
Unincorporated County Total Residential	67,051	2,173	438		3,523	1,241	29	608	1,640		1,516	2,656
Commercial(2)	9,460	46 [46]	56		257	26	17	112	153		824	398
Industrial	6,311	26	14		391	5	26		733		3,096	10
Non Regulatory Allocations												
Public	58,676	3,587	537		1,724	1,193	6	1,981	750		6,136	1,854
Active AG	34,145	6,098			620				279		569	254
Passive AG	65,522	14,633			4,483	6,987	10		631		3,580	575
Conservation	79,488	2,236	296		1,125	3,872		1,347	1,006		3,482	1,918
Vacant	44,720	1,525	2		33	1,569	25	5	495		792	578
Total	365,373	30,324	1,343		12,156	14,693	113	4,053	5,687		19,995	8,243

Notes:
(1) Planning allocations for residential use under the Babcock Mixed Use District (in brackets []) will be adjusted based on Lee County methodology and authorized with the 2030 update.
(2) Planning allocations for commercial use in the Alva Planning Community (in brackets []) reflect commercial intensity for the Babcock Mixed Use District. These allocations will be adjusted based on Lee County methodology and authorized with the 2030 update.

- o. Proposed text to establish Goal 23 within Chapter II: Future Land Use element of the Lee Plan to ensure that the future development within the BMXD will be compatible with the intended character of the proposed Future Land Use category.**

GOAL 23: BABCOCK MIXED USE DISTRICT (BMXD)

To provide a balance between the developing community and the environmentally sensitive areas through innovative strategies that will demarcate environmentally sensitive areas as a resource and restrict development from encroaching into these areas; to develop distinct community characteristics and a “sense of place;” to establish policies on aesthetic and community characteristics requirements; and, to promote walkability and connectivity through an overlay of a multi-transportation system and network (pedestrian, bicycle, and/or alternative vehicle access).

The Babcock Mixed Use District (BMXD), established as a Future Land Use category under Policy 1.1.10 of the Lee Plan, shall be located in Sections 1 through 7 and the west one-half of Section 9, all being in Township 43 South, Range 26 East, Lee County, Florida, immediately south of the Charlotte County line, north of the Caloosahatchee River and east of S.R. 31. The BMXD shall be located in the Alva Planning Community and the southwest portion of the Babcock Ranch property.

Development parameters for the BMXD shall be for 1,630 dwelling units (du) and up to 80,000 square feet of non-residential space. Acreage allocations for residential and non-residential land use in the BMXD shall be reflected under Policy 1.7.6: Planning Communities Map and Acreage Allocation Table. These allocations shall be authorized in the 2030 update to the Acreage Allocation Table, thereby adopting the acreage required in the Alva Planning Community to accommodate the residential units for the BMXD. Non-residential space shall include commercial, office, retail and public space but does not include schools, the square footage for which will be additional. Residential density within the Town Center shall range from six (6) to twenty-four (24) du/acre and shall not exceed 40 du/net acre within any development area. The gross density in the Village and Hamlets will range from 3 to 16 du/acre and not exceed 32 du/net acre within any development area.

The BMXD shall provide for an integrated mix of uses in vertical and horizontal configuration; a variety of housing types; prominently located public spaces, civic buildings and open space that includes parks, plazas and squares; and promote walkability through an interconnected network of streets, greenways and trails that shall serve both as functional and aesthetic connections between buildings, people and open spaces.

Objective 23.1: COMMUNITY CHARACTER: The applicant shall draft and submit regulations and policies during the planned development rezoning process that shape the character of the BMXD into an integrated mixed-use community that respects the intrinsic natural values and functions of the land. Properties within the BMXD shall be developed in a manner that is safe, attractive, and fosters a strong sense of place. Compact development shall be encouraged where appropriate, while preventing urban sprawl and destruction of habitat.

Policy 23.1.1: In creating a well-planned, mixed-use community, the BMXD shall utilize the following planning principles: Traditional Neighborhood Design (TND), Crime Prevention Through Environmental Design (CPTED), and Smart Growth initiatives. CPTED principles shall be used as a guide for designing the BMXD, including but not limited to site design, buildings, street design, signs, landscaping and parking.

Policy 23.1.2: The BMXD shall guide development into a series of clearly defined and distinct areas all based on a hierarchy of development types utilizing residential neighborhoods as the basic development unit. The primary development areas within the BMXD shall be the Town Center, Village and Hamlets. The components of these areas are described as follows:

- a) *Town Center:*** The Town Center, which includes the main employment shopping and cultural activities of the BMXD, shall serve as a gateway into the BMXD and serve as a benchmark for compact community planning. It is the most dense and diverse zone, with a full range of mixed uses within walking distance. The general development strategy for the BMXD, where applicable, shall be based on Traditional Neighborhood Development (TND) principles and contain a center that includes a public space and commercial enterprise, an identifiable edge of dwelling units with an estimated five-minute walk from the center. The Town Center shall be a primary pedestrian zone with the majority of buildings positioned near the right-of-way for accessibility. At the Town Center entries, shopping and entertainment areas shall be set back 100 feet from the ultimate road right of way of S.R. 31. For the remainder of the Town Center, the shopping and entertainment areas shall be set back 250 feet from the ultimate road right of way of S.R. 31. Upper level residential units or office space shall be encouraged with ground level retail, office, or other similar business activity to promote horizontal diversity. Wide sidewalks shall be shaded through streetscape planting, awnings and other architectural elements. Off street parking shall be provided on street with the majority of parking in the rear of buildings, and/or within parking structures. The Town Center may also feature indoor and outdoor gathering places such as but not limited to public libraries, recreation center, plazas, parks and squares to accommodate civic activities. Uses shall include but not be limited to agricultural, commercial, retail, office, civic, education, institutional, nurseries, essential services, public and private utilities, residential (including workforce housing) and home occupations.
- b) *Village:*** The Village shall be comprised of residential neighborhoods and surrounded by greenways and/or other natural and manmade features that provide for transition areas. Residential neighborhoods shall provide for a wide-range of energy-efficient housing types, materials and practices

consisting of single-family and multi-family dwelling units and neighborhood parks that will cater to a wide range of economic levels and age groups, including permanent, as well as seasonal residents. Neighborhoods shall be integrated and connected to each other, with no more than 10% of the entire dwelling unit count in the BMXD being within a gated community. Uses within the Village shall include residential, RV park (allowable by Special Exception only), open storage area for mobile homes and recreational equipment (allowable by Special Exception only), home occupations, civic, institutional, parks, schools, churches, and accessory uses.

- c) **Hamlets:*** Hamlets shall be rural residential areas with primarily single-family housing, and may include farmsteads or co-op farming, agriculture, eco-tourism, equestrian, recreation uses and parks, golf courses, research and education facilities, essential services, public and private utilities, civic and institutional uses and limited range of convenience-oriented goods and services. The shopping and entertainment areas in the Hamlets shall be located within the interior portion of these areas. Traditional neighborhood design and conventional housing types shall appeal to a broad range of buyers. Neighborhoods shall be integrated and connected to each other, with no more than 10% of total dwelling units being in gated communities. Integration and connection shall be achieved by pedestrian, bicycle, and/or alternative vehicle access ways located within streets, greenways and open space. Hamlets shall be surrounded by Greenways and other natural and manmade features that provide for transition areas.

Policy 23.1.3: Development within the BMXD shall require at a minimum the following design features:

- a)* Clustered and compact smart growth neighborhoods, discouraging urban sprawl and building a sense of place and community;
- b)* A functional balance between residential and non-residential land uses by encouraging a mix of land uses with varying intensity and density within the center of the Town Center, Village and Hamlet. The provision of civic meeting spaces and uses within will promote public interaction and the creation of a sense of identity;
- c)* Commercial development within the BMXD shall be phased with residential development according to the requirements of the Lee County BMXD amendments and shall be subject to design standards as established through the land development regulations and other implementing regulations;

- d)* Attention to the creation of micro-climatic conditions, which will encourage walkability, shall include but not be limited to small functional public open spaces, shaded paths, tree-lined streets, shaded structures, rest-areas and other forms of architectural elements to encourage pedestrian movements, allow for rest areas and add visual interest;
- e)* Residential and non-residential development shall be linked by streets, sidewalks, and in some cases by separate systems of pedestrian, bike, and/or golf cart paths. Sidewalks shall be required on all streets, which may be separated from the roadway by a landscaped or natural area
- f)* A school and other public and civic spaces, to the extent applicable, shall be an integral part of the Town Center and Hamlet and shall be connected by local streets, pedestrian and bicycle facilities, provided that such local streets provide adequate access as is needed by the School District. A 30-acre site will be contributed to the School District of Lee County for use as a school. The acreage of this site would support development of a hurricane shelter.
- g)* Use of commercially reasonable efforts to attain Green Development Certification and encouragement of builders within the community to adhere to the green building standards for community design set forth in Version 4 of the Florida Green Building Coalition guidelines for green development shall be utilized.

Objective 23.2: TRANSPORTATION: Transportation within the BMXD shall be planned and coordinated to create a mix of transportation options and a safe pedestrian environment.

Policy 23.2.1: A cohesive transportation system that includes supportive land use and development is to be applied within the BMXD. This shall include the coordination of land uses and transportation networks such as bicycle, pedestrian, road, personal transportation (such as Electric Urban Vehicles (EUV)) including other low emissions forms of transportation, Segways and transit facilities. Connectivity between these multimodal approaches is necessary to an effective transportation system.

Policy 23.2.2: Transportation planning shall also include consideration of mass transit (including planning for future corridors) as an integrated component in the planning and design process for the BMXD and will be designed for connectivity to larger regional systems, both present and planned. Where relevant within the BMXD, transit friendly design features such as the integration of horizontal and vertical mixed uses with higher densities and intensities near commercial centers shall be encouraged.

Policy 23.2.3: Streets located within neighborhoods shall be properly scaled to the neighborhood. On-street parking shall be allowed on local streets and within the Town Center, Villages and Village Centers. On-street parking shall be designed to promote traffic calming, pedestrian use, and shopping convenience. Such streets will have slower speeds, and will be compatible with a mix of residential, commercial and retail uses.

Policy 23.2.4: The roadways between the Town Center, Village and Hamlets shall be designed as parkways so that there are no cross sections, other than limited across driveways, for vehicular traffic in the areas between the designated Town Center, Village or Hamlets respectively. The applicant shall pursue through the DRI process the creation of a new expressway connecting I-75 with the BMXD with minimal additional intersections and/or exits so that traffic exiting to I-75 from the BMXD can do so with minimal impacts. This design shall be subject to the rules and regulations of Lee County, Charlotte County and the Florida Department of Transportation.

Policy 23.2.5: For those portions of Babcock Ranch along S.R. 31 and C.R. 78 (North River Road) a buffer shall be created between the ultimate road right of way and any development of at least 250 feet except for at the Town Center entries; the shopping and entertainment areas shall be set back a minimum of 100 feet to form the ultimate road right of S.R. 31.

Objective 23.3: TRANSPORTATION CONCURRENCY MANAGEMENT: Provision of transportation facilities needed to serve the BMXD shall be planned and constructed in a timely and coordinated manner.

Policy 23.3.1: Notwithstanding Goal 3: Privately Funded Infrastructure of the Lee Plan, the County shall encourage a variety of financing tools and strategies to fund capital improvement programs serving the BMXD, such as Community Development Districts (CDD), Independent Special Districts, Business Improvement Districts (BID), Educational Facilities Benefit Districts and other viable financing strategies to fund infrastructure improvements and achieve fiscal neutrality. "Fiscal neutrality" shall mean not creating a negative fiscal impact on the County. Fiscal impact shall be determined through the Fiscal Impact Analysis Model ("FIAM") or other methodology acceptable to the Florida Department of Community Affairs for demonstrating that the County's Comprehensive Plan and the Capital Improvement Element of the Plan are financially feasible as required by Section 163.3164(32), Florida Statutes.

Policy 23.3.2: Transportation infrastructure to serve the BMXD shall be in place at the time the initial phase or increment of development occurs or funded through an appropriate capital improvements program and scheduled to be in place within three years from the issuance of building permits for the individual phase or increment of development approval. The Capital Improvements Plan shall

are hereby amended to include those road improvements identified in the BMXD Capital Improvements Plan, along with the developer's commitment to financial feasibility as established through an enforceable Development Agreement or Interlocal Agreement. The BMXD Capital Improvements Plan is subject to adjustment through the DRI, State and Federal permitting processes to the extent such adjustment meets the BMXD Objectives and Policies.

Policy 23.3.4: The Lee County transportation planning maps as set forth below are hereby amended to reflect the transportation improvements to serve the BMXD:

- Map 3A: Lee County 2030 Financially Feasible Highway Plan
- Map 3B: Future Functional Classification Map Unincorporated Lee County and State/County Roads in Cities
- Map 3C: 2020 Financially Feasible Transit Network
- Map 3D: Unincorporated Bikeways/Walkways Facilities Plan
- Map 3H: Future Maintenance Responsibility
- Map 3I: Public Transit Trip Generators
- Map 3J: Evacuation Routes Lee County

Objective 23.4: NATURAL RESOURCES: The BMXD shall provide an alternative to scattered, low-density single-use residential development with sprawl limiting characteristics that will preserve open space, natural beauty and critical environmental areas that contribute positively to the quality of life for the residents. A regional systems approach to environmental planning and design shall be incorporated as an integrated element within the BMXD.

Policy 23.4.1: A minimum of thirty-five (35%) percent of the gross acreage of the BMXD shall be designated as open space. The open space areas, which will include greenways, landscaping, natural resource areas, parks and lakes, shall shape the adjacent urban form and demarcate development boundaries by surrounding and defining the Town Center, Village and Hamlets. Distinctive "edges" between the man-made environment and natural areas shall be created.

Policy 23.4.2: In addition to protecting critical ecological areas and linkages that will serve as a managed network of environmentally sensitive areas, the natural resource areas shall also contribute to greenways, trails and parks, and serve to define broad planning areas and construction of infrastructure and development. An Environmental Assessment that is sensitive to both the preservation of the most viable natural resources (watersheds, basins, streams, water bodies, floodplains and wetlands; groundwater resources; aquifer recharge areas and proposed wellfield areas; listed species and their habitat; vegetative communities and soils, geological features and topography) shall be used as the basis for identifying and mapping a cohesive network of environmentally sensitive lands, which will surround and define the Village and Town Center. These environmentally sensitive lands shall be designated and mapped and designed to provide a transition from those areas to human uses.

Policy 23.4.3: The Primary Greenways Plan for the BMXD has been categorized based on level of public use and natural resource protection, and will be adjusted through the DRI, state and federal permitting processes. Compatible land management activities may be conducted in all of these Greenways, including but not limited to, ecological burning, ecosystem restoration and hydrologic restoration. All uses shall be designed to avoid and then minimize impacts to native vegetation, flowways and wetlands. The two greenways categories which extend into the BMXD are *Active Greenway* and *Passive Greenway*. They are described as follows:

- a) *Active Greenways* shall be located in close proximity to the Town Center and Village and provide passive and active recreational opportunities, with the potential for ADA accessibility. Such recreational activities may include neighborhood parks, picnic areas and playgrounds, camping, equestrian use with support facilities, hiking trails, boardwalks and observation decks, paved trails, active parks with ball fields (including restrooms and concession facilities), and similar uses. Other allowable uses may include nurseries, low-intensity agriculture, silviculture as a land management tool, transportation and utility crossings, stormwater management, habitat restoration and other similar uses.
- b) *Passive Greenways* shall be located in close proximity to the Village and Hamlets and provide passive recreational opportunities, with the potential for ADA accessibility. Uses within Passive Greenways shall have fewer impacts than uses within Active Greenways. Such recreational uses to be accommodated include neighborhood parks, picnic areas and playgrounds, primitive camping, equestrian use, hiking trails, boardwalks and observation decks, limited paved trails and similar uses. Other allowable uses may include silviculture as a land management tool, transportation and utility crossings, stormwater management, habitat restoration and other similar uses.

Policy 23.4.4: The design of on-site open areas shall where applicable be enhanced habitat for small mammals and wading birds. The design of development areas and plantings shall, where applicable, enhance habitat for indigenous animal species.

Objective 23.5: WATER RESOURCE: To manage and protect the natural and historical hydrologic systems as a regional systems approach to an integrated and coherent development plan within the BMXD.

Policy 23.5.1: A master drainage plan indicating existing, to be restored or created primary flowways, shall be planned within the BMXD. The primary flowways will connect surface water management lakes and on-site wetlands, but only if wetland seasonal hydroperiods will remain consistent with pre-

development conditions. Road crossings may be constructed across and through primary flowways, as long as the hydrological integrity of the flowways is maintained through the crossings. The master drainage plan shall be designed to meet Class III water quality standards and maintain off-site flows at pre-development levels.

Policy 23.5.2: A surface water management system that incorporates the functions of the natural on-site system, including seasonal hydroperiods, (surficial aquifer/water table elevations), continuity of conveyance systems and water quality shall be required, in accordance with State and Federal permitting requirements, as the Primary Drainage Plan. The water management plan will provide treatment in a created system prior to discharge to the natural system. Man made ponds, lakes and/or drainage features shall be designed (size, depth, etc.) and located (setbacks from wetlands, etc.) so as to maintain water levels, quality and hydroperiods for native aquatic vegetation and wildlife, to the extent possible. Storm water treatment ponds shall be shaped to reflect natural lakes and have planted littoral areas. The surface water management system shall be designed with best management practices (BMPs) as necessary to meet the state water quality standards.

Policy 23.5.3: Historic flow-ways or conveyances shall be restored within Greenways to the extent practicable, where flow-ways have been constricted or otherwise impeded by past activities, or where additional land is needed to enhance wildlife corridors. Historic flows may also be restored within developing areas through the surface water management system design and permitting process. The conveyances shown in the western portion of the BMXD may be modified to provide an equivalent conveyance. Water management treatment shall be done outside the historic conveyances. The master drainage plan shall be designed to meet Class III water quality standards and maintain off-site flows at pre-development levels of nutrients. The runoff should be limited to the permitted allowable discharge rates from the developed areas. Further, the surface water management system for the BMXD will be designed, permitted and constructed to assist in the MFL recovery program of the South Florida Water Management District, and the system will not lessen any contributions of water to the Caloosahatchee River during low flow periods.

Policy 23.5.4: Protection of the Caloosahatchee River shall be made by limiting impact of the BMXD. The applicant agrees that: (a) Fertilization will not be permitted during the summer raining season except in response to special fertilization needs, including but not limited to grow-in or establishment of sod and new plant material establishment, (b) Controlled release fertilizers, or non-chemical water soluble foliar applied fertilizers, shall be required for all established lawns, landscaped areas and golf course fairways and rough.

Policy 23.5.5: All pesticide use shall be as a last resort. The applicant shall include a phased approach to mosquito control within the community.

Policy 23.5.6: All homes and businesses shall include low flow showers, faucets and toilets to minimize use of water.

Policy 23.5.7: The use of native plants or other approved plant materials, with emphasis on drought tolerant species, shall be used to minimize the amount of turf grass within lawns and common areas, with the understanding that the applicant shall identify plant materials that could be used for landscaping using minimal water.

Objective 23.6: COMMUNITY FACILITIES AND SERVICES: The BMXD shall be served with state of the art utility infrastructure.

Policy 23.6.1: All project utilities shall be underground.

Policy 23.6.2: Infrastructure shall be developed within the BMXD to support voice, video, data and security network systems, where feasible.

Policy 23.6.3: Town and Country Utility Company, an affiliate of the applicant, or as otherwise designated by the applicant, shall design, permit, and construct a water, wastewater, and reclaimed water utility infrastructure (including water supply, treatment, storage, distribution, collection, and disposal capacity) to support the potable water, sanitary sewer, and irrigation needs of the BMXD at full buildout and in accordance with the level of service established by the County's comprehensive plan, as amended from time to time. This infrastructure shall be built to County standards, and as-built drawings shall be provided to the County. The county may conduct periodic inspections (the nature and frequency of which are to be determined by County) both during and after construction to ensure that the infrastructure is being properly constructed, operated, and maintained. It is recognized by the parties that said infrastructure may be constructed in phases commensurate with the creation of demand by the Development.

Policy 23.6.4: The BMXD shall be served with all necessary facilities and services in a manner that is fiscally neutral to the County. Community Development Districts (CDD), Independent Special Districts, Business Improvement Districts (BID), Educational Facilities Benefit District and other viable financing tools may be utilized to meet this requirement, subject to applicable approvals.

Policy 23.6.5: The applicant shall design and implement a reuse water system (reuse water is defined as treated water from the wastewater treatment facility) to cover all master development within the BMXD. This system will include using reuse water to irrigate public rights-of-way, businesses, landscaping and golf courses, provided that 1) sufficient volume and quality of reuse water is available

and 2) use of other water sources, including potable water, shall be permitted for limited application, such as periodic “flushing” of greens.

Policy 23.6.6: Concurrent with developmental approvals, the applicant shall provide tertiary treatment of the permanent wastewater treatment system serving the BMXD to remove phosphorus, nitrogen and biological contaminants from the wastewater treatment system. The tertiary treatment will complement the use of reuse water with the specific chemical composition of such treated water to be determined through the permitting process.

Policy 23.6.7: The applicant shall include a comprehensive recycling program for the BMXD, including making available land providing funding for a 3,000 square foot recycling facility to be under the control of Lee County, any CDD or independent special district that may be created for the BMXD.

Policy 23.6.8: A Stormwater treatment system shall be developed that will feature the use of natural systems either through preservation, restoration, or other integrative strategies and avoid the more energy-intensive approaches.

Objective 23.7: WORKFORCE HOUSING: The BMXD shall contain a wide range of homes affordable to an array of income groups to achieve social diversity and reduce external transportation trips.

Policy 23.7.1: Provide a diversity of housing types to enable citizens from a wide range of economic levels and age groups within the BMXD. This would include the provision of workforce housing at a level of 10% of the total number of residential housing units built within the BMXD. At least ten percent (10%) of the residential units in each phase of the project shall include workforce housing. If a particular phase includes more than ten percent (10%) of workforce housing, then the ten percent (10%) minimum of each subsequent phase shall be reduced proportionately. In no event shall more than a cumulative total of ten percent (10%) of the total number of housing units built in the project be required to be workforce housing. Sites for such housing shall include, where practical, sites adjacent to sites for public purposes, such as schools, as shown on the BMXD Master Plan.

Policy 23.7.2: Explore Community Land Trusts (CLTs) as a viable option for the creation and long-term maintenance of workforce housing. The establishment of a CLT within the BMXD shall be evaluated during the review and processing of the DRI as a solution for workforce housing within the BMXD.

Objective 23.8: PUBLIC PARTICIPATION: The BMXD Master Plan community characteristics and concepts were created through a collaborative community visioning and design process. The goal of the community visioning and design process was to harness the thoughts and interests of stakeholders and interested parties and to create an

integrated community that fosters civic life, walkability, human interaction, economic health, sustainability, and preservation of the natural environment.

Policy 23.8.1: The Master Plan was prepared based on the best available data and information available at the time. More detailed data and information shall be collected in support of the detailed design, DRI and permitting processes. The Conceptual Master Plan will guide the preparation of the DRI Master Plan, but shall not be construed as the DRI Master Plan. Upon its adoption as a result of the DRI process, the DRI Master Plan will serve as the official Master Plan for the BMXD development.

Policy 23.8.2: The applicant shall not request any future increases in density above the proposed levels. The applicant shall not sell density to off-site landowners and shall not sell, convey or transfer any density off-site.

Objective 23.9: INTERGOVERNMENTAL COORDINATION: Development within the BMXD shall be coordinated by Lee County with Charlotte County to ensure that the impacts of the BMXD and the Charlotte County portion are mitigated and coordinated in accordance with the Lee and Charlotte County Comprehensive Plans.

Policy 23.9.1: The applicant and Lee County shall adhere to the terms and conditions of the Babcock Ranch Community Road Planning Agreement, entered into with Lee County, to allow such improvements as may be needed in implementing the plan as a cohesive integrated plan and mitigate its impacts.

Objective 23.10: COMMUNITY EDUCATION: The applicant shall create an education program for homeowners, business owners and visitors to explain the need for the unique relationship between the Babcock Ranch Preserve and the BMXD.

Policy 23.10.1: The Education Program shall describe the need for the lower night time speed limits, the endangered species present on the Babcock Ranch Preserve, the recycling program, the benefits of limited pesticide use and the importance of using native plants. These education efforts shall include information kiosks, workshops and printed material for the BMXD.

- p. **Text amendment to the definition of the term “Density” in the Lee Plan Glossary to allow for the density calculation for the BMXD to be consistent with the methodology adopted in the Lee Plan to promote mixed-use development.**

DENSITY:

The number of residential dwelling or housing units per gross acre (du/acre). Densities specified in this plan are gross residential densities. For the purpose of calculating gross residential density, the total acreage of a development includes those lands to be used for residential uses, and includes land within the development proposed to be used for streets and street rights of way, utility rights-of-way, public and private parks, recreation and open space, schools, community centers, and facilities such as police, fire and emergency services, sewage and water, drainage, and existing man-made waterbodies contained within the residential development. Lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses must not be included. Within the Caloosahatchee Shores community in the areas identified by Policy 21.4.2, and the Babcock Mixed Use District established under Policy 1.1.10 and Goal 23, commercial development that includes commercial and residential uses within the same project or the same building do not have to exclude the commercial lands from the density calculation. For true mixed use developments located on the mainland areas of the County, the density lost to commercial, office and industrial acreage can be regained through the utilization of TDRs that are either created from Greater Pine Island Costal Rural future land use category or previously created TDRs. True mixed use developments must be primarily multi-use structures as defined in this Glossary as a mixed use building. (Amended by Ordinance No. 98-09, 00-22, 03-21, 05-21)

Volume I of II

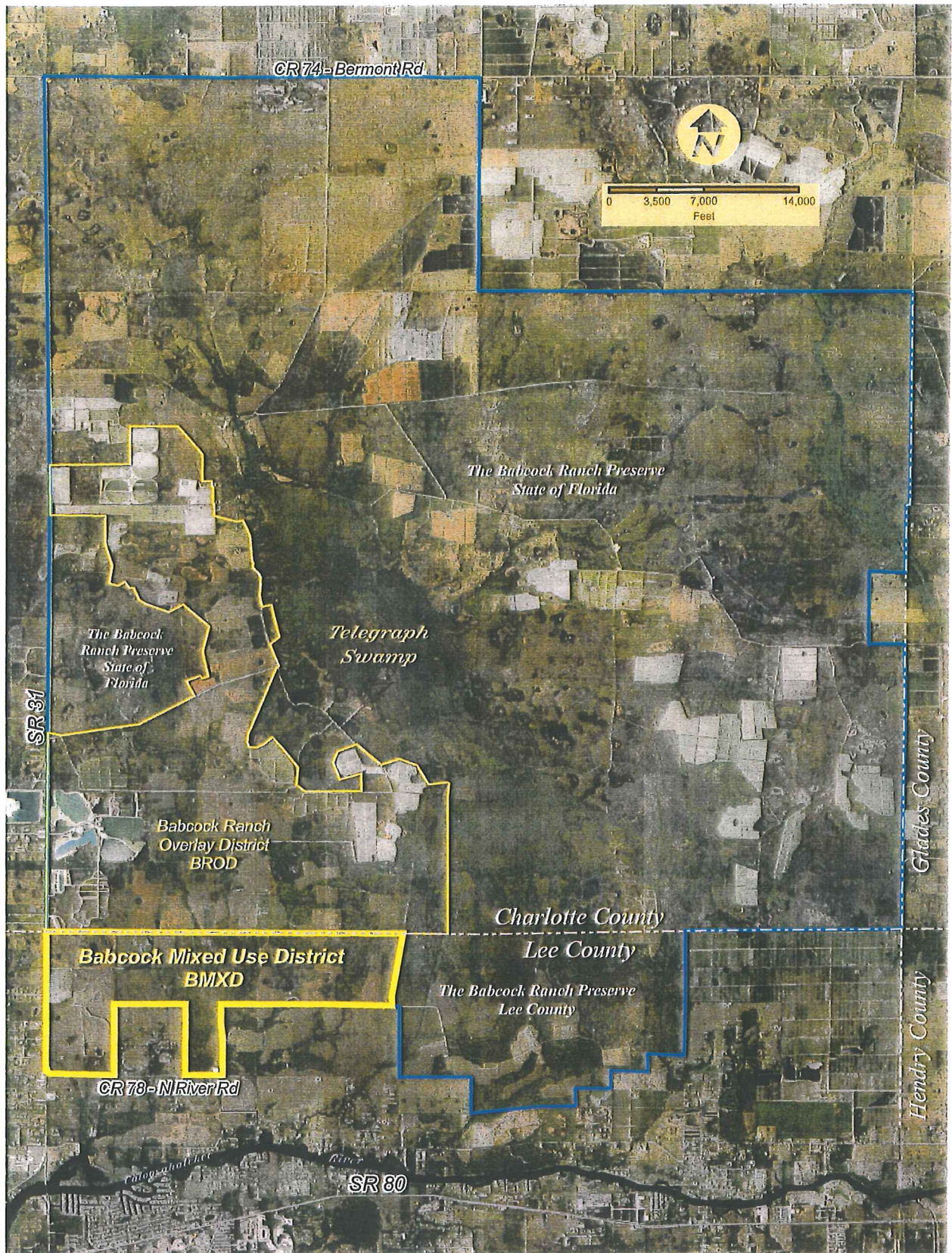
TABLE OF CONTENTS

SECTION 4

GENERAL MAPS

	Application Reference
a. Overall Aerial Map – Maps 1a and 1b	IV.A.7.
b. Master Plan – Map 2	IV.A.7.
c. Combined Existing Future Land Use Map – Map 3	IV.A.2.
d. Combined Future Land Use Map – Map 4	
e. Combined Future Land Use Map with Acreages – Map 5	
f. Existing Surrounding Land Uses – Map 6	IV.A.3.
g. Zoning Map – Map 7	IV.A.4.
h. Existing Land Use – Map 8	
i. Storm Surge Map – Map 9	
j. Archaeological Sensitivity Map – Map 10	IV.D.2.
l. Conceptual Master Plan – Map 11	
m. Topographic Map – Map 12	
n. Farmfield Map – Map 13	
o. Flood Zone Map – Map 14	
p. Water Management Map – Map 15	
q. Survey (11” x 17”)	IV.D.5.

N:\20066201\WaterMgmt\LeeCPA_Exhibits\ArcGIS\Map1a Aerial 8x11.mxd



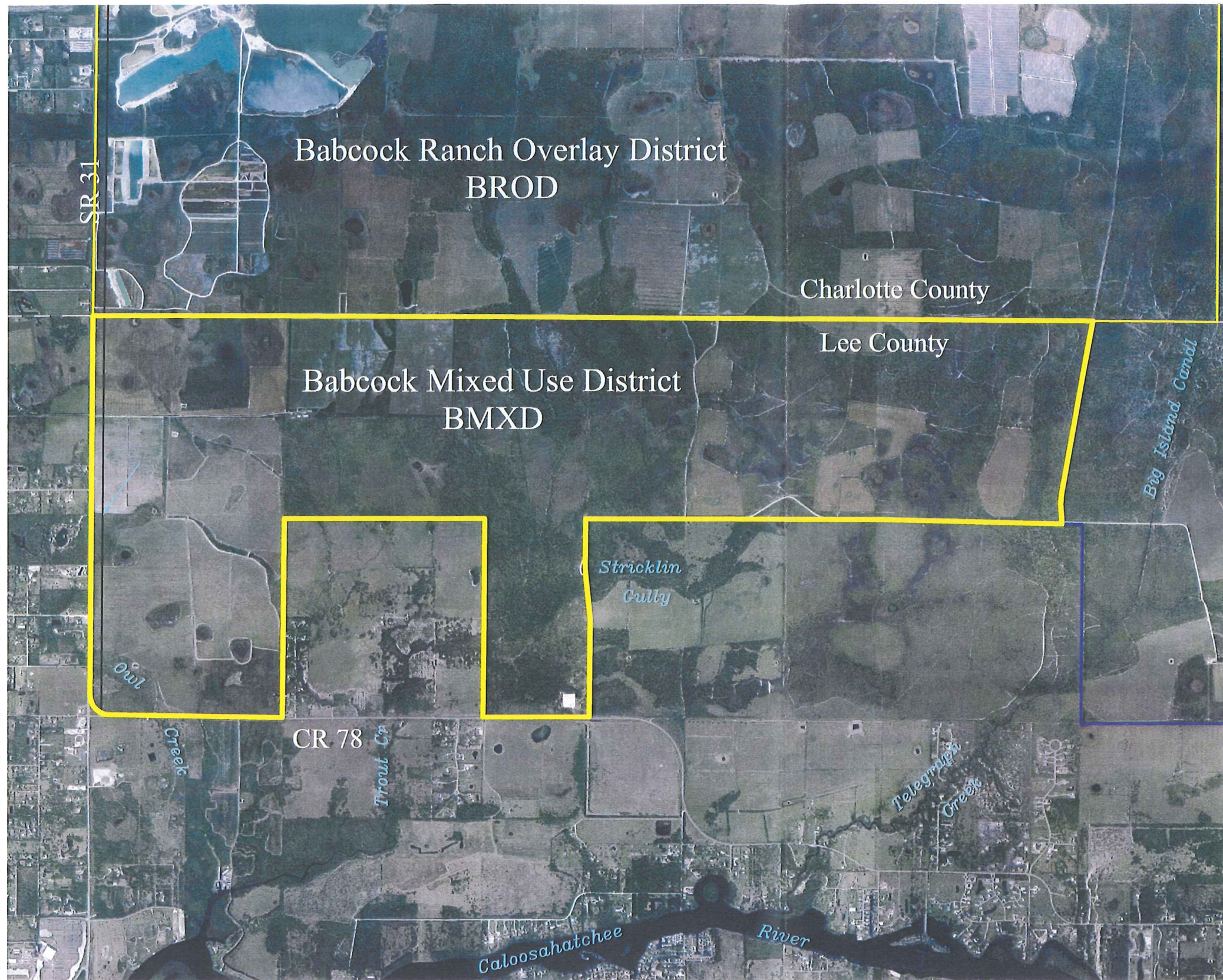
Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.

BABCOCK MIXED USE DISTRICT
AERIAL MARCH 2006
MAP 1A

October 31, 2006

N:\20066201\WaterMgmt\LeeCPA_Exhibits\Map1b_11x17Aerial.dwg (11x17 Aerial) jib Oct 25, 2006 - 8:40am



NOTE: Aerial is from photography dated March 2006.

Babcock Ranch

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BABCOCK MIXED USE DISTRICT

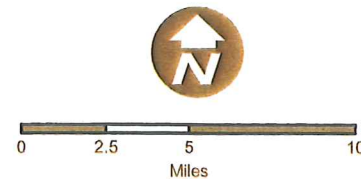
AERIAL MAP

MAP 1B

October 31, 2006







Legend

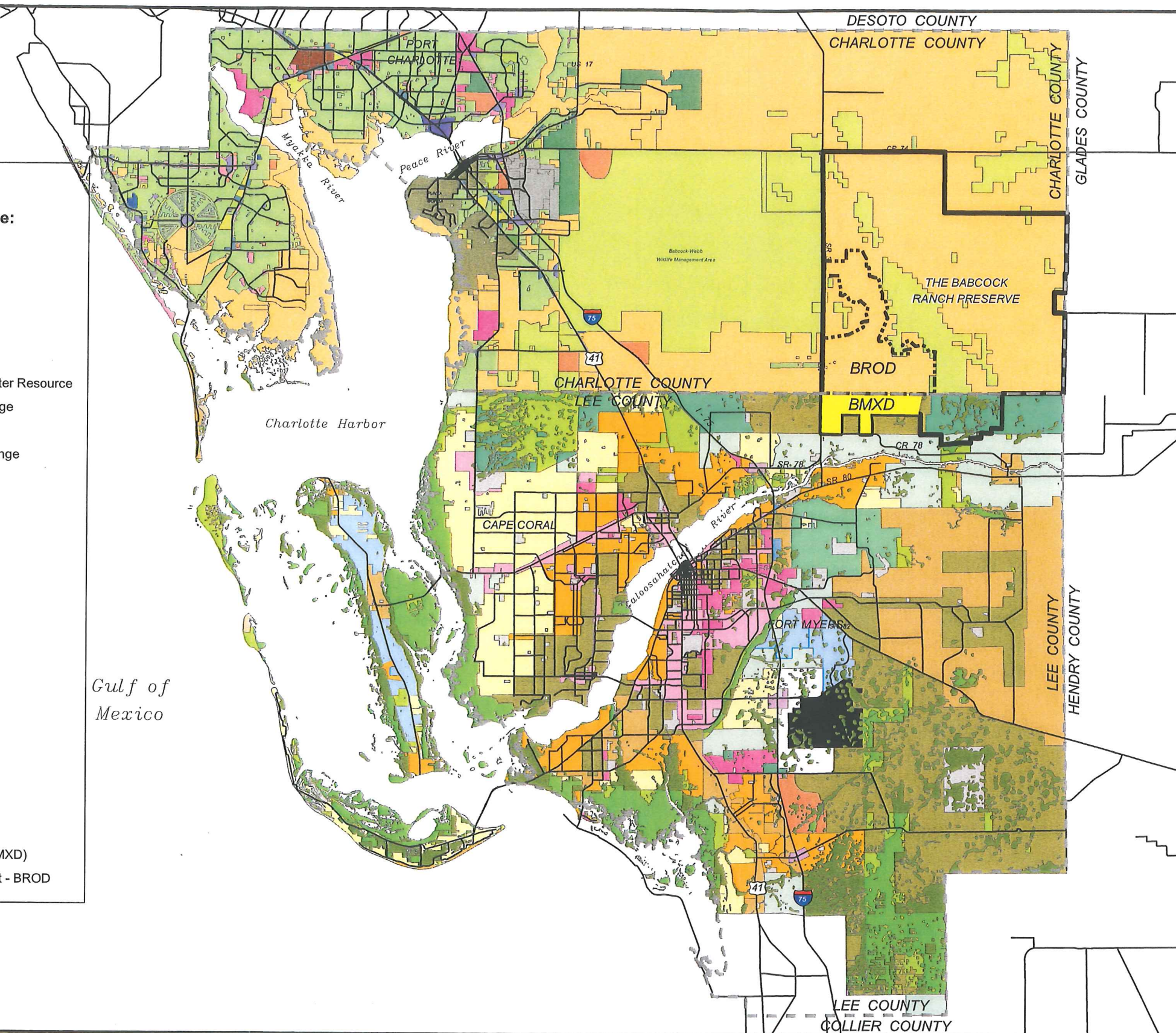
Charlotte County Future Land Use:

- Agriculture
- Airport Commerce Park
- Charlotte Harbor CRA
- City
- Coastal Residential
- Commercial Center
- Commercial Corridor
- High Density Residential
- High Intensity Industrial
- Low Density Residential
- Low Intensity Industrial
- Medium Density Residential
- Mixed Use
- Murdock Village Mixed Use Redevelopment
- Parks & Recreation
- Preservation
- Public Lands & Facilities
- Recreational Vehicle Park
- Resource Conservation
- Rural Estate Residential
- Overall Babcock Ranch
- Babcock Mixed Use District (BMXD)
- Babcock Ranch Overlay District - BROD

Lee County Future Land Use:

- Airport
- Airport Commerce
- Central Urban
- Coastal Rural
- Conservation Lands Upland
- Conservation Lands Wetland
- Density Reduction / Groundwater Resource
- General Commercial Interchange
- General Interchange
- Industrial Commercial Interchange
- Industrial Development
- Industrial Interchange
- Intensive Development
- New Community
- Open Lands
- Outer Island
- Outlying Suburban
- Public Facilities
- Rural
- Rural Community Preserve
- Suburban
- University Community
- University Village Interchange
- Urban Community
- Wetlands
- Overall Babcock Ranch
- Babcock Mixed Use District (BMXD)
- Babcock Ranch Overlay District - BROD

Note: Land Use information from Lee and Charlotte County data



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Babcock Ranch

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BABCOCK MIXED USE DISTRICT
COMBINED EXISTING
FUTURE LAND USE MAP
MAP 3

October 31, 2006




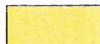
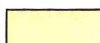

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0 3,000 6,000 12,000
Feet


Legend

Lee FutureLandUse

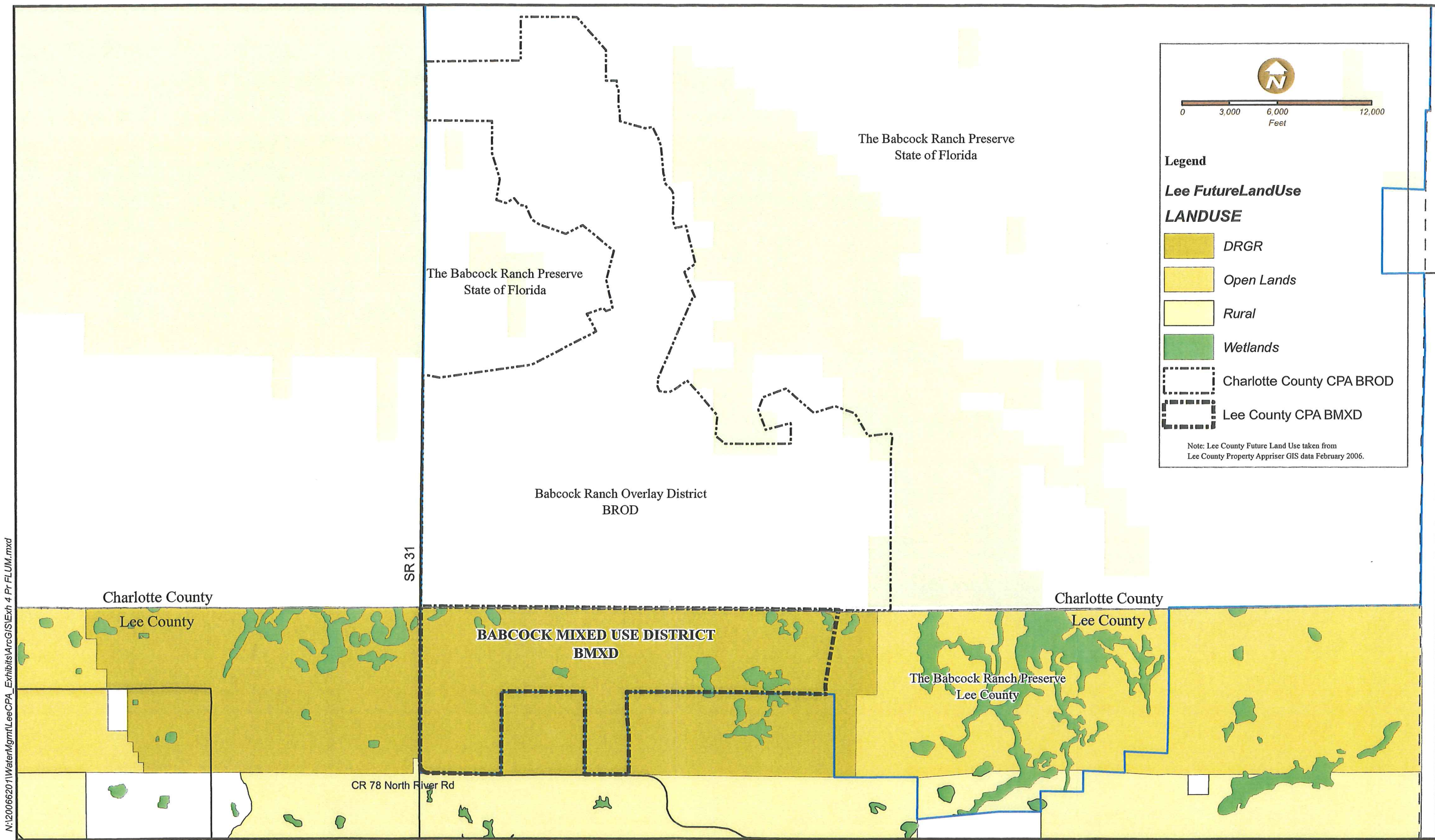
LANDUSE

-  DRGR
-  Open Lands
-  Rural
-  Wetlands

 Charlotte County CPA BROD

 Lee County CPA BMXD

Note: Lee County Future Land Use taken from Lee County Property Appraiser GIS data February 2006.



Babcock Ranch

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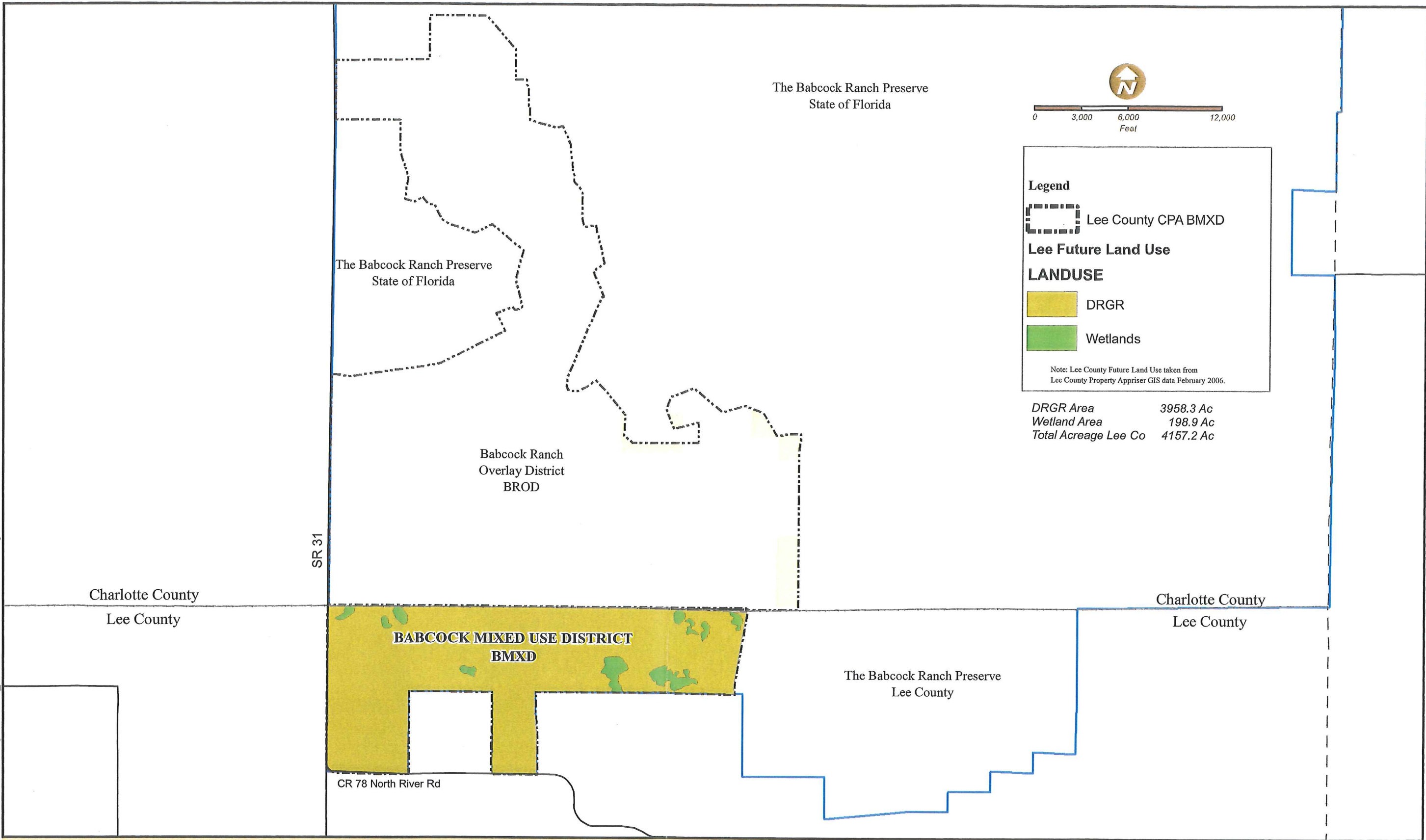


BABCOCK MIXED USE DISTRICT
COMBINED FUTURE LAND USE MAP
MAP 4

October 31, 2006



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Babcock Ranch

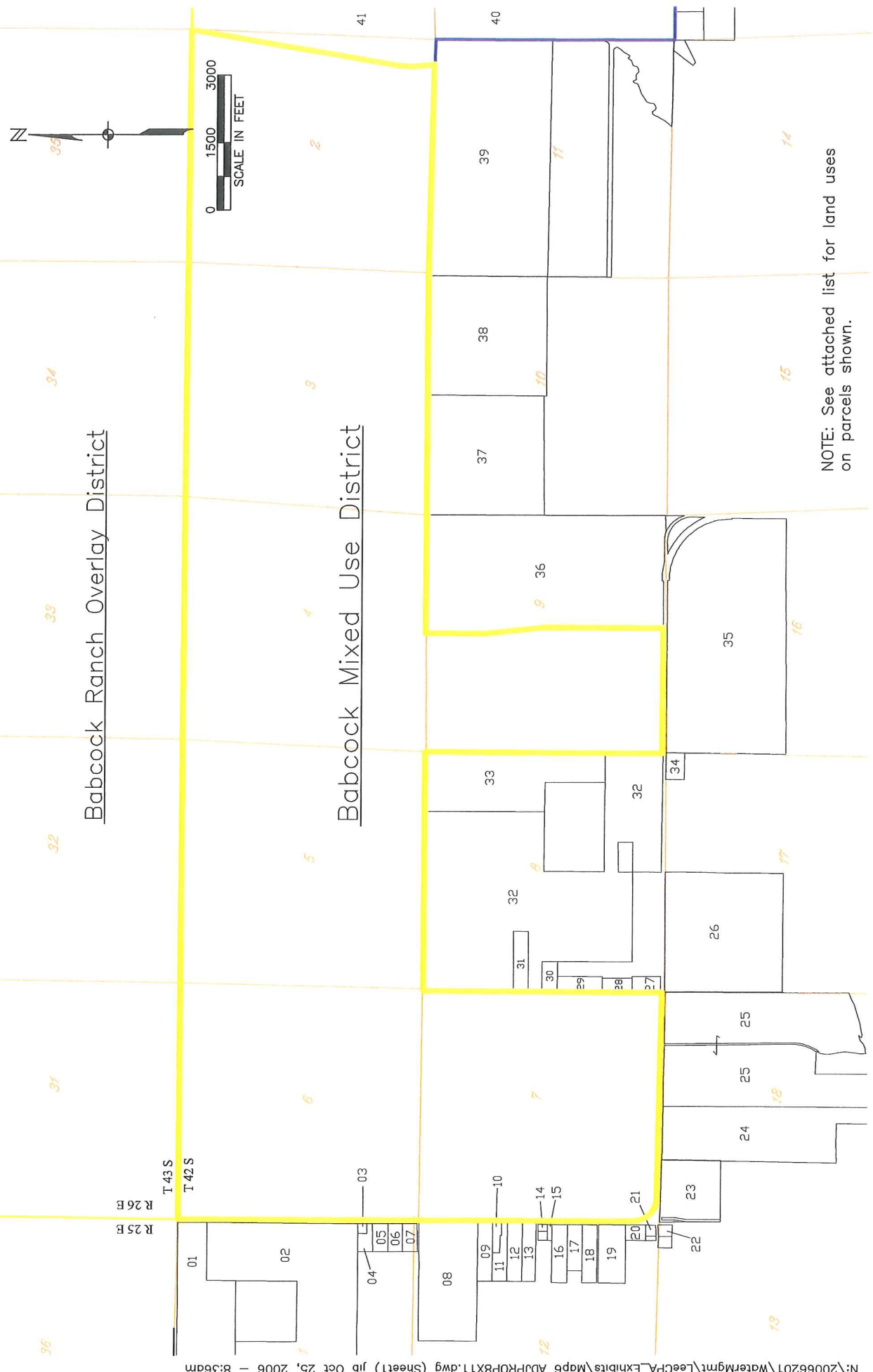
A SHARED VISION. A SHARED COMMITMENT.



BABCOCK MIXED USE DISTRICT
COMBINED FUTURE LAND USE MAP
WITH ACREAGES
MAP 5

October 31, 2006





NOTE: See attached list for land uses on parcels shown.

Babcock Ranch

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BABCOCK MIXED USE DISTRICT
SURROUNDING LAND USES – LEE COUNTY

Map ID	Owner	Site Address	Existing Uses
1.	PRI-Car	20941 SR 31, N. Fort Myers	Grazing Land Class V
2.	Hermann B. Stein	20501 SR 31, N. Fort Myers	Grazing Land Class V
3.	L. E. & Barbara C. Puckett	20231 SR 31, N. Fort Myers	Single Family Residential
4.	L. E. & Barbara C. Puckett	20211 SR 31, N. Fort Myers	Ornamentals, Misc. AG
5.	Osmar P. Garcia	11901 Fox Hill Road, N. Fort Myers	Single Family Residential
6.	Robert A. & Allyson J. Pohle	11940 Fox Hill Road, N. Fort Myers	Mobile Home
7.	Zevin Trust	20031 SR 31, N. Fort Myers	Vacant Residential
8.	Gulfcoast Girl Scout Council	19931 SR 31, N. Fort Myers	Clubs/Lodges/Union Halls
9.	Jesse O. Burkett Jr.	19731 SR 31, N. Fort Myers	Single Family Residential
10.	Robert A. & Sylvia J. Vater	19671 SR 31, N. Fort Myers	Dairies, Feed lots
11.	Robert A. & Sylvia J. Vater	19651 SR 31, N. Fort Myers	Dairies, Feed lots
12.	William Mackeeman et. al.	19621 SR 31, N. Fort Myers	Vacant Residential
13.	Shirley Rachel Johnson Trust	11901 Shirley Lane, N. Fort Myers	Single Family Residential
14.	BMAQ, LLC	19451 SR 31, N. Fort Myers	Supermarkets
15.	Connie R. Ricci	19411 SR 31, N. Fort Myers	Single Family Residential
16.	Michael Hanley, Donald Shain, & Charles Clancy Jr.	19381 SR 31, N. Fort Myers	Single Family Residential
17.	Samuel B. & Freida L. Bennett	19321 SR 31, N. Fort Myers	Single Family Residential
18.	Kurt A. Adrian & Doreen M. Lupori	11881 Ruden Road, N. Fort Myers	Vacant Residential
19.	Dennis & Debra Vanroekel	11880 Ruden Road, N. Fort Myers	Grazing Land Class II
20.	Jacqueline Opshal	19151 SR 31, N. Fort Myers	Vacant Commercial
21.	Merit Petroleum & Kuntry Kubbard	18981 Old Bayshore Road, N. Fort Myers	Supermarkets
22.	Anthony J. Williamitis	18971 SR 31, N. Fort Myers	Open Storage
23.	Katherine Kreinbrink	12100 North River Road, Alva	Grazing Land Class II
24.	Michael L & Tracy C Greenwell	12250 North River Road, Alva	Grazing Land Class II
25.	Talon Ventures, LLC	12850 North River Road, Alva	Orchard Groves, Citrus, etc.
26.	Gladys Cleo Miller Trust	13230 North River Road, Alva	Grazing Land Class III
27.	Joan C. & David Beall	19100 Thunderbird Drive, Alva	Single Family Residential
28.	Ioannis & Karen P. Kalouris	19171 Turkey Run Lane, Alva	Single Family Residential
29.	Joseph G. & Bonnie K. Fury	19321 Turkey Run Lane, Alva	Single Family Residential
30.	Debbie L. & William R. Taylor	19420 Turkey Run Lane, Alva	Single Family Residential
31.	Suzanne Armeda Trust	Access Undetermined	Grazing Land Class II
32.	Nick Armeda Trust	19550 Armeda Road, Alva	Grazing Land Class II
33.	Suzanne Armeda Trust	Access Undetermined	Grazing Land Class III
34.	Ronald & Melody K. Fewster	18990 Serenoa Court, Alva	Single Family Residential
35.	Mary Ellen Povia	14500 North River Road, Alva	Grazing Land Class II
36.	ADB-Buffalo Association, LLC & Will-Ridge Association, LLS	14751 North River Road, Alva	Grazing Land Class V
37.	ADB-Buffalo Association, LLC & Will-Ridge Association, LLS	Access Undetermined	Grazing Land Class V
38.	ADB-Buffalo Association, LLC & Will-Ridge Association, LLS	Access Undetermined	Grazing Land Class V
39.	ADB-Buffalo Association, LLC & Will-Ridge Association, LLS	Access Undetermined	Grazing Land Class V
40.	Babcock Florida Company	Access Undetermined	Grazing Land Class V
41.	Babcock Florida Company	Access Undetermined	Grazing Land Class V

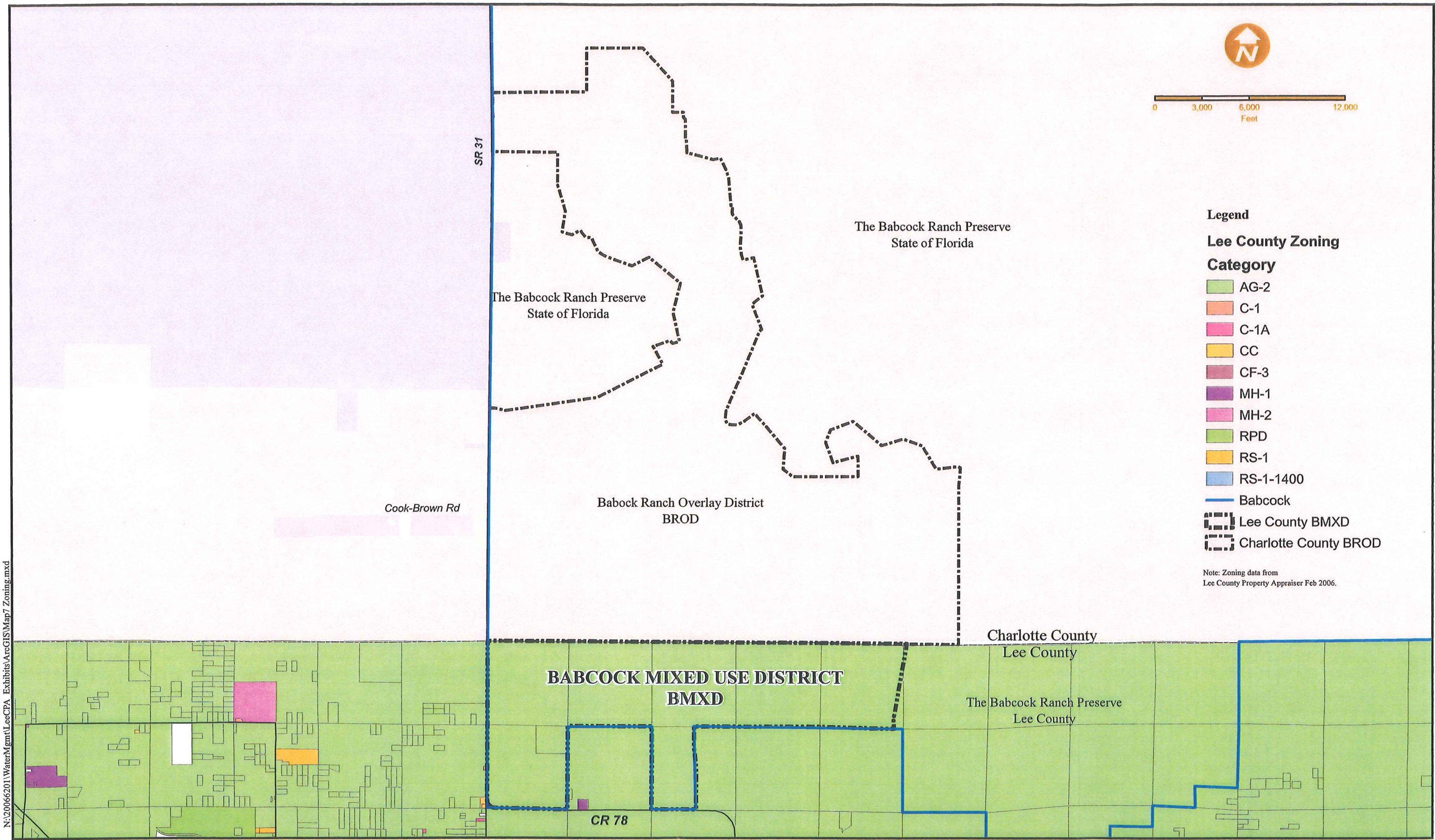


Legend

Lee County Zoning Category

-  AG-2
-  C-1
-  C-1A
-  CC
-  CF-3
-  MH-1
-  MH-2
-  RPD
-  RS-1
-  RS-1-1400
-  Babcock
-  Lee County BMXD
-  Charlotte County BROD

Note: Zoning data from
Lee County Property Appraiser Feb 2006.



Babcock Ranch

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BABCOCK MIXED USE DISTRICT
ZONING MAP
MAP 7
October 31, 2006



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The Babcock Ranch Preserve
State of Florida

The Babcock Ranch Preserve
State of Florida

Babcock Ranch Overlay District
BROD

Babcock Mixed Use District
BMXD

CR 78

Legend

**Existing Land Use SFWMD
LUM2000**

111 - 0.3 Ac
119 - 116.9 Ac
191 - 10.9 Ac
211 - 380.9 Ac
212 - 249.4 Ac
310 - 11.2 Ac
321 - 70.0 Ac
329 - 7.4 Ac
330 - 776.6 Ac
411 - 1,597.1 Ac
424 - 0.1 Ac
434 - 3.8 Ac
443 - 329.6 Ac
534 - 5.9 Ac
616 - 6.4 Ac
617 - 42.6 Ac
6172 - 145.5 Ac
641 - 153.1 Ac
6412 - 4.0 Ac
642 - 24.0 Ac
643 - 167.8 Ac
6439 - 53.6 Ac

Lee CPA BMXD

Charlotte County BROD

Babcock

Land use information taken
from SFWMD 2000 GIS dataset.

Total Acreage for BMXD
is 4,157.2 Ac

Charlotte County

Lee County

The Babcock Ranch Preserve
Lee County

Babcock Ranch

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BABCOCK MIXED USE DISTRICT
EXISTING LAND USE

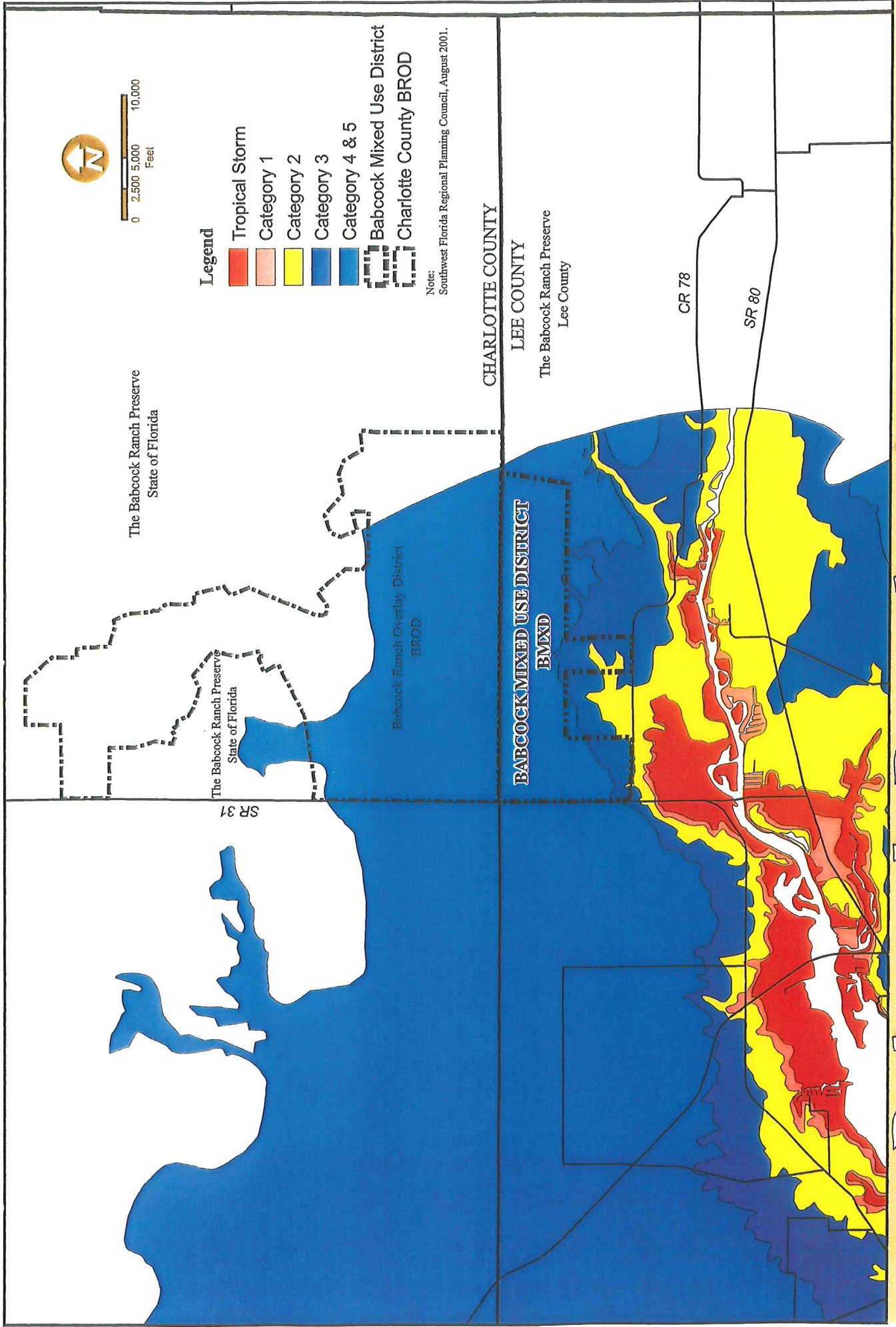
MAP 8

October 31, 2006

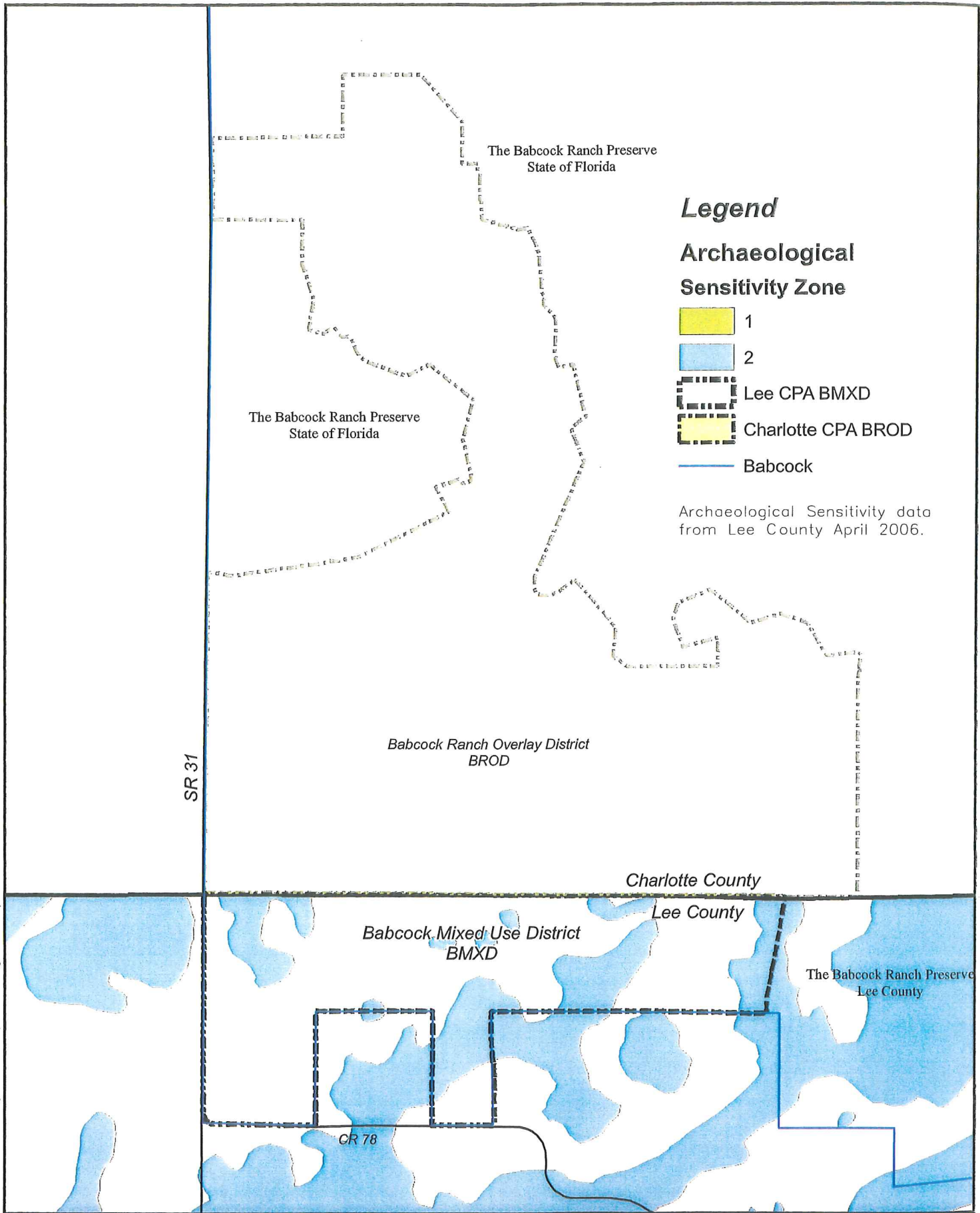
JOHNSON
ENGINEERING

Kitson&Partners

N:\WaterMgmt\ArcGIS\Map8 Existing LU.mxd



N:\2. 2011WaterMgmt\ArcGIS\Map10 Archeologic Sensitivity.mxd



Babcock Ranch

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BABCOCK MIXED USE DISTRICT
ARCHAEOLOGICAL SENSITIVITY

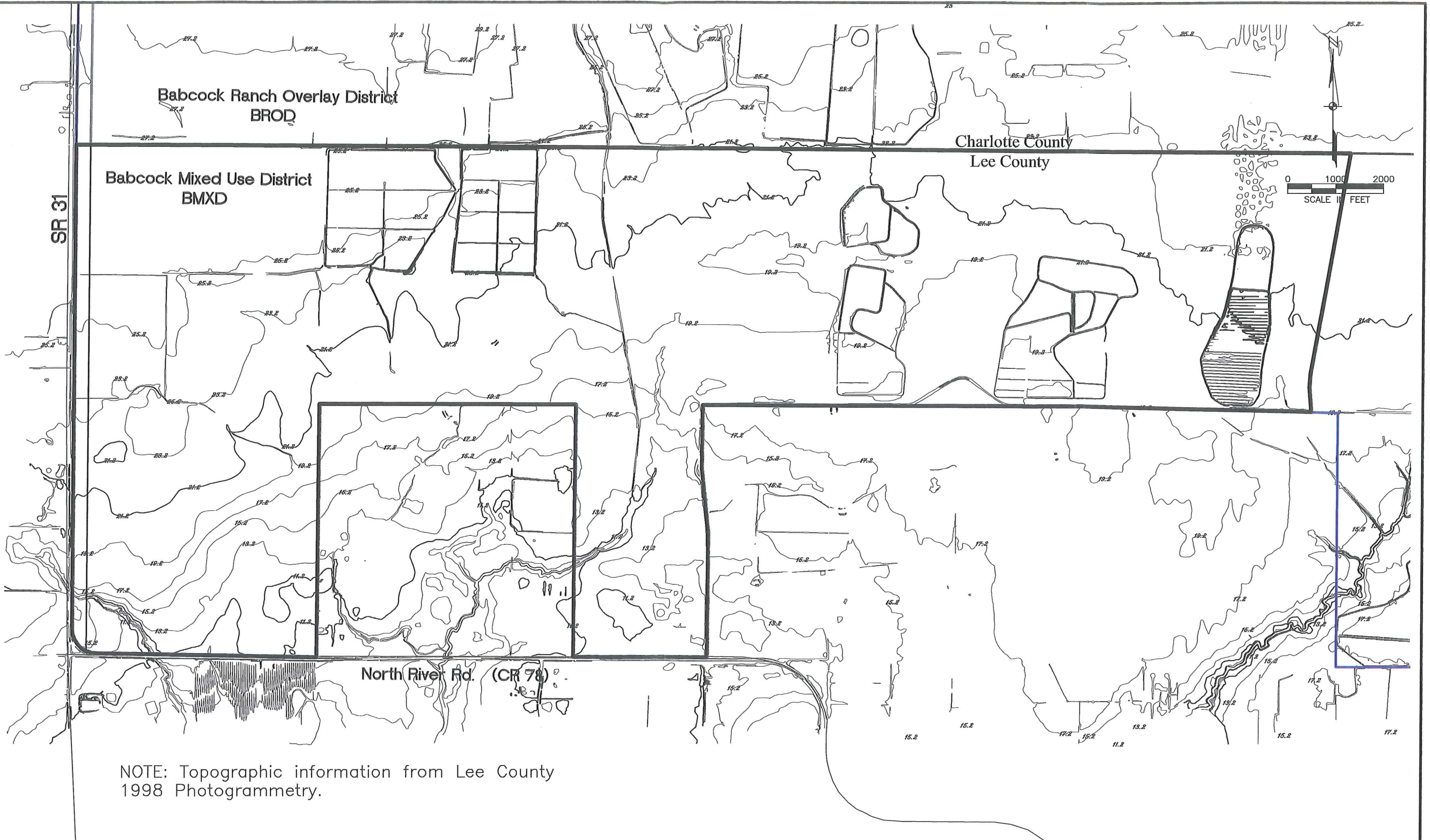
MAP 10

October 31, 2006

JOHNSON
ENGINEERING

Kilson&Partners

N:\20066201\WaterMgmt\LeeCPA_Exhibits\Map12 Topo Map.dwg (Sheet1) jib Oct 25, 2006 - 8:44am



NOTE: Topographic information from Lee County
1998 Photogrammetry.

Babcock Ranch

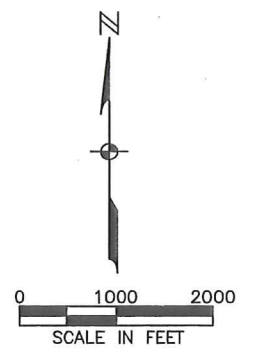
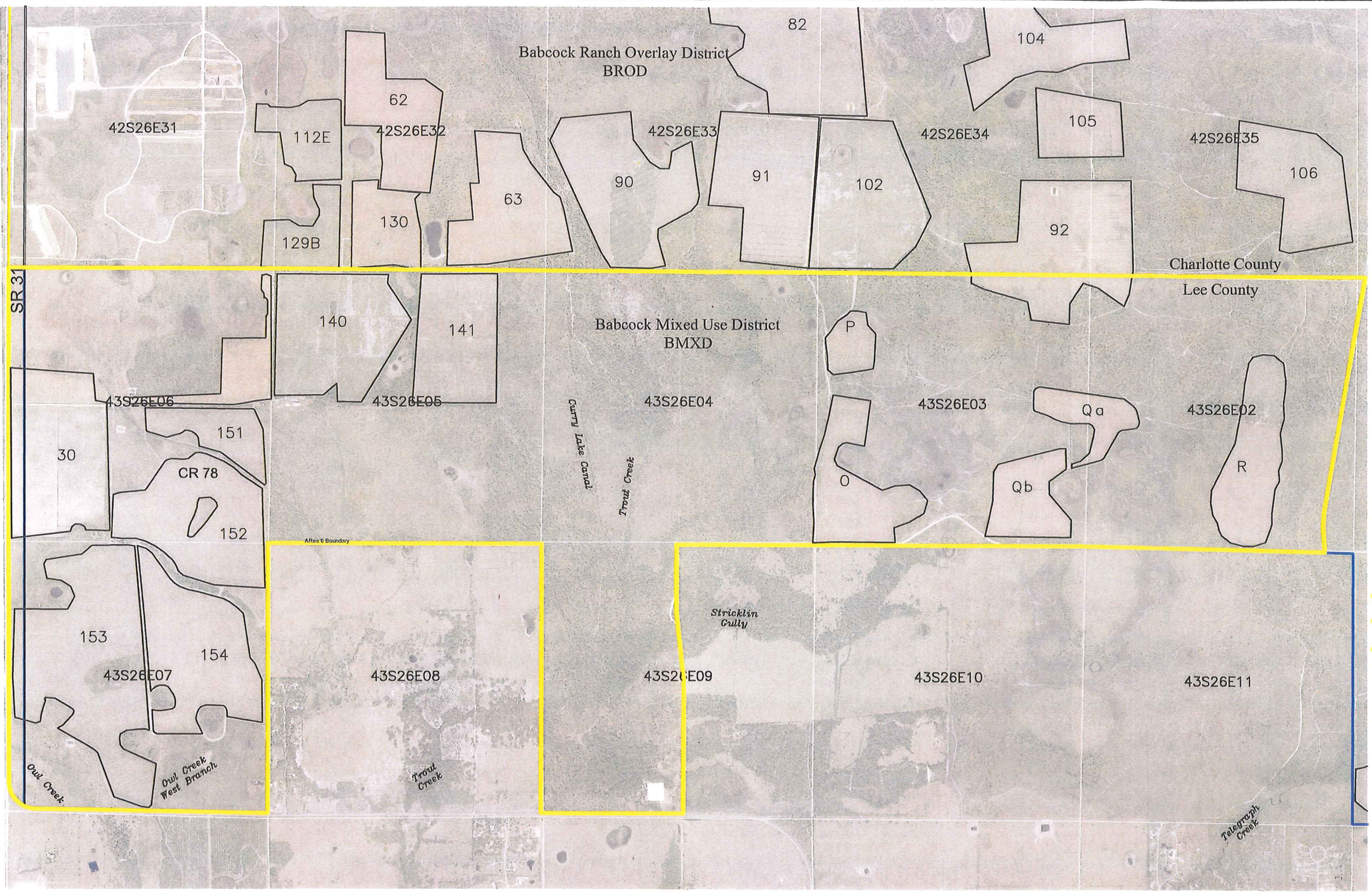
A SHARED VISION. A SHARED COMMITMENT.



BABCOCK MIXED USE DISTRICT
TOPOGRAPHIC MAP
MAP 12
October 31, 2006



N:\20066201\WaterMgmt\LeeCPA_Exhibits\Map13 Farmfield Map.dwg (Sheet1) jib Nov 02, 2006 - 11:03am



- Legend**
- Farmfield and Identification Number / Letter
 - Section Number
 - Babcock Comprehensive Plan Boundary
 - Overall Babcock Property Line
 - Stream

Babcock Ranch

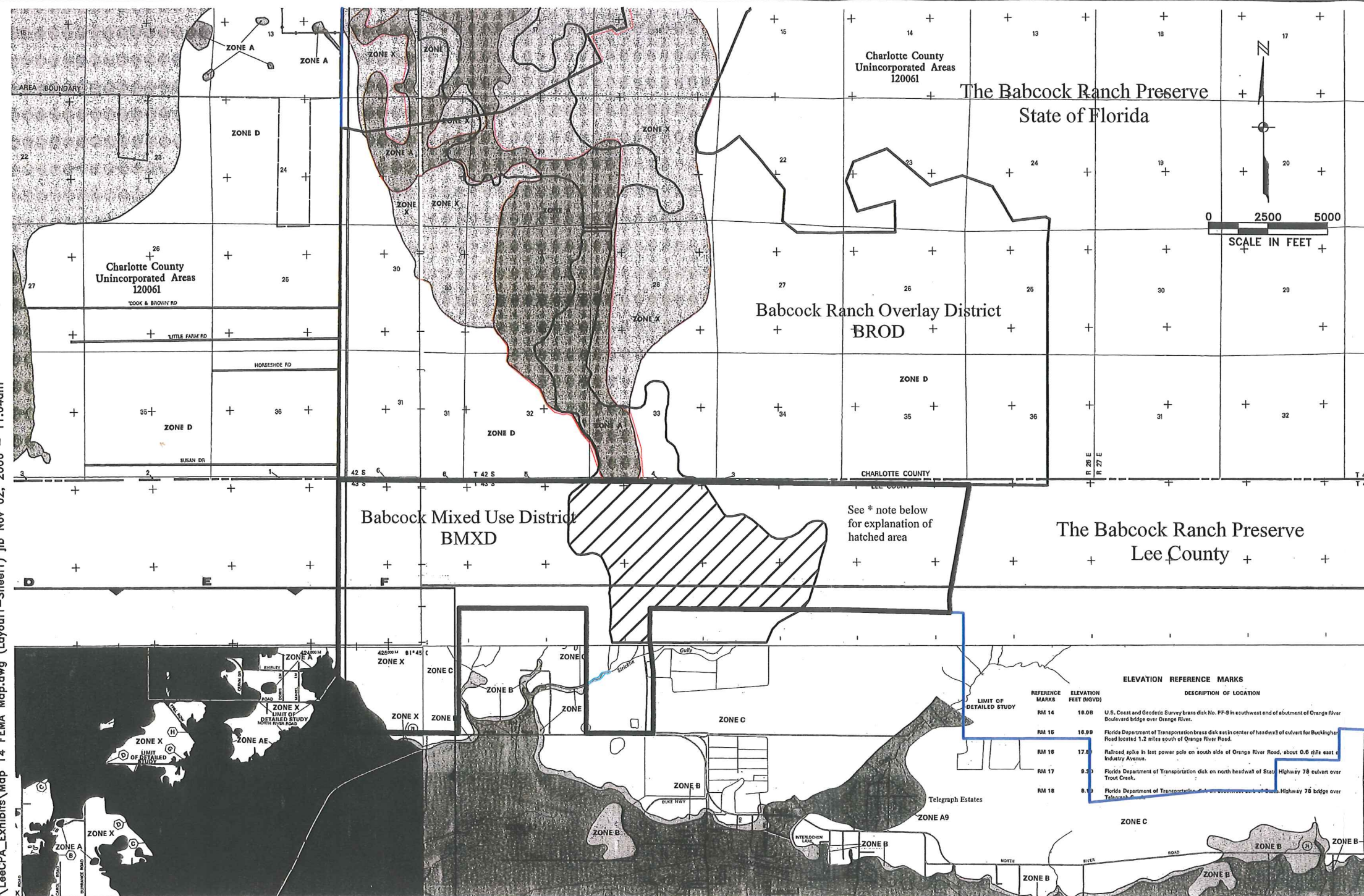
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BABCOCK MIXED USE DISTRICT
FARMFIELD MAP
MAP 13
October 31, 2006



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LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined.
ZONE AE Base Flood Elevations determined.
ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99 Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
OTHER AREAS
ZONE X Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

Map Symbols:

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the National Geodetic Vertical Datum of 1929

Map Symbols:

- Cross section line
- Transect line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
- 1000-meter Universal Transverse Mercator grid values, zone 17
- 5000-foot grid ticks: Florida State Plane coordinate system, west zone (FIPSZONE 902), Transverse Mercator projection
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
MAY 5, 2003

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

Babcock Ranch Area in Lee County, in the FEMA Flood Zones:
Zone AE = 64.0 Ac
Zone B = 3.0 Ac
Zone C = 360.9 Ac
Zone X = 223.1 Ac
SCS 1993 100 Yr Storm - 1069.4 Ac
Not Mapped = 2436.83 Ac
Total Acreage BMXD = 4,157.23 Ac

Zone B - Area between 100 year and 500 year flood limits

* A large portion of BMXD area is awaiting an official FEMA updated panel. The line shown is from a 1993 Flood Study by SCS.

ty map revision history prior to countywide mapping, refer to the Community table located in the Flood Insurance Study report for this jurisdiction.
e If flood insurance is available in this community, contact your insurance the National Flood Insurance Program at 1-800-638-6620.

Babcock Ranch

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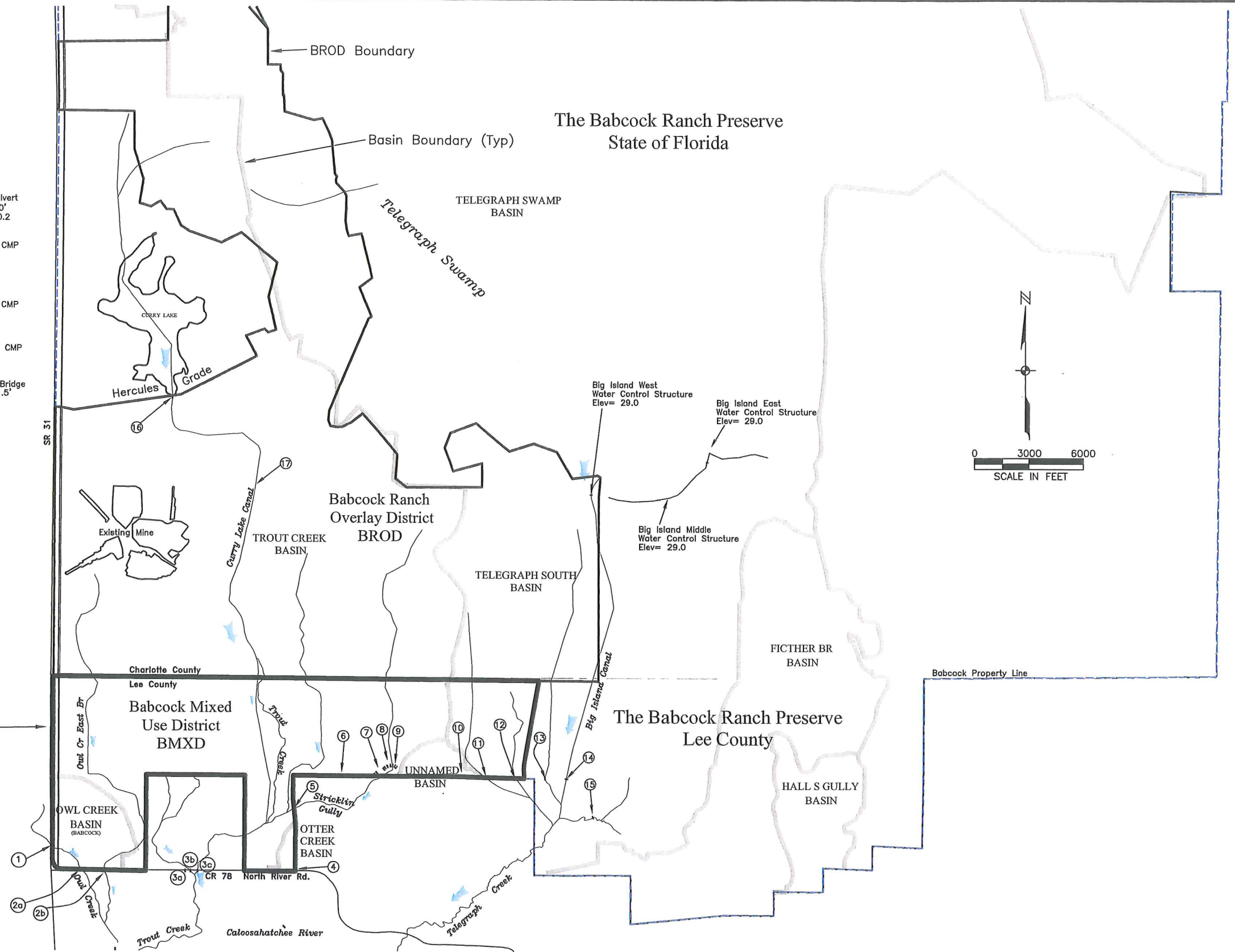
BABCOCK MIXED USE DISTRICT
FLOOD ZONE MAP
MAP 14
October 31, 2006



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- | | | | |
|---|---|------------------------------|--|
| ①
3 - 48" RCP
Inv.=+11.0 | ②a
Box Culvert
2-8'x9'
Inv.=+2.6 | ②b
2-48" RCP | ③a
Box Culvert
1-6'x10'
Inv.=+0.2 |
| ③b
Box Culvert
3-12'x12'
Inv.=+4.8 | ③c
Box Culvert
1-5'x6'
Inv.=+1.8 | ④
2-48" CMP | ⑤
4-72" CMP |
| ⑥
1 - 18" Steel | ⑦
4-36" CMP | ⑧
8-36" CMP | ⑨
4-36" CMP |
| ⑩
1 - 18" Steel | ⑪
3-42" CMP | ⑫
5-42" CMP | ⑬
1-42" CMP |
| ⑭
Wood Bridge
31'x14' | ⑮
Wood Bridge
41'x14' | ⑯
2 - 30" CMP
W/Risers | ⑰
Wood Bridge
20'x11.5' |

BMXD



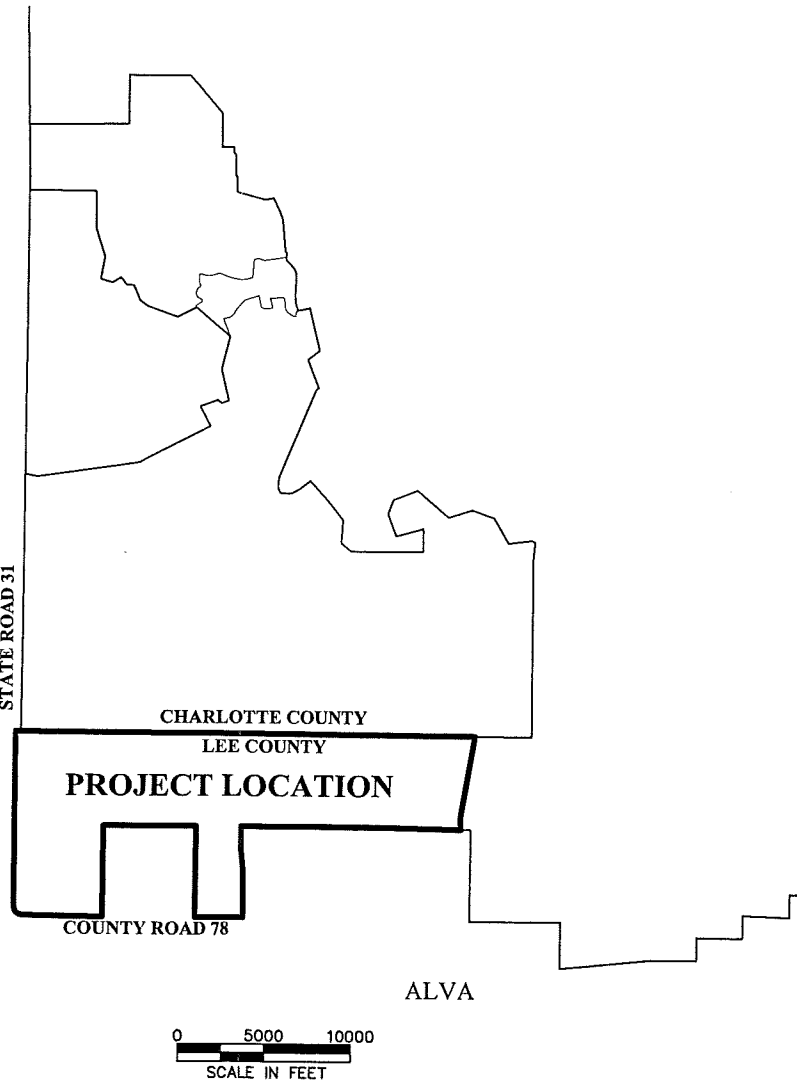
Babcock Ranch

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BOUNDARY SURVEY
FOR
BABCOCK MIXED-USE DISTRICT
SECTIONS 1-7 & 9, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER, NOTES, & DESCRIPTION
2	BOUNDARY SURVEY
3	BOUNDARY SURVEY



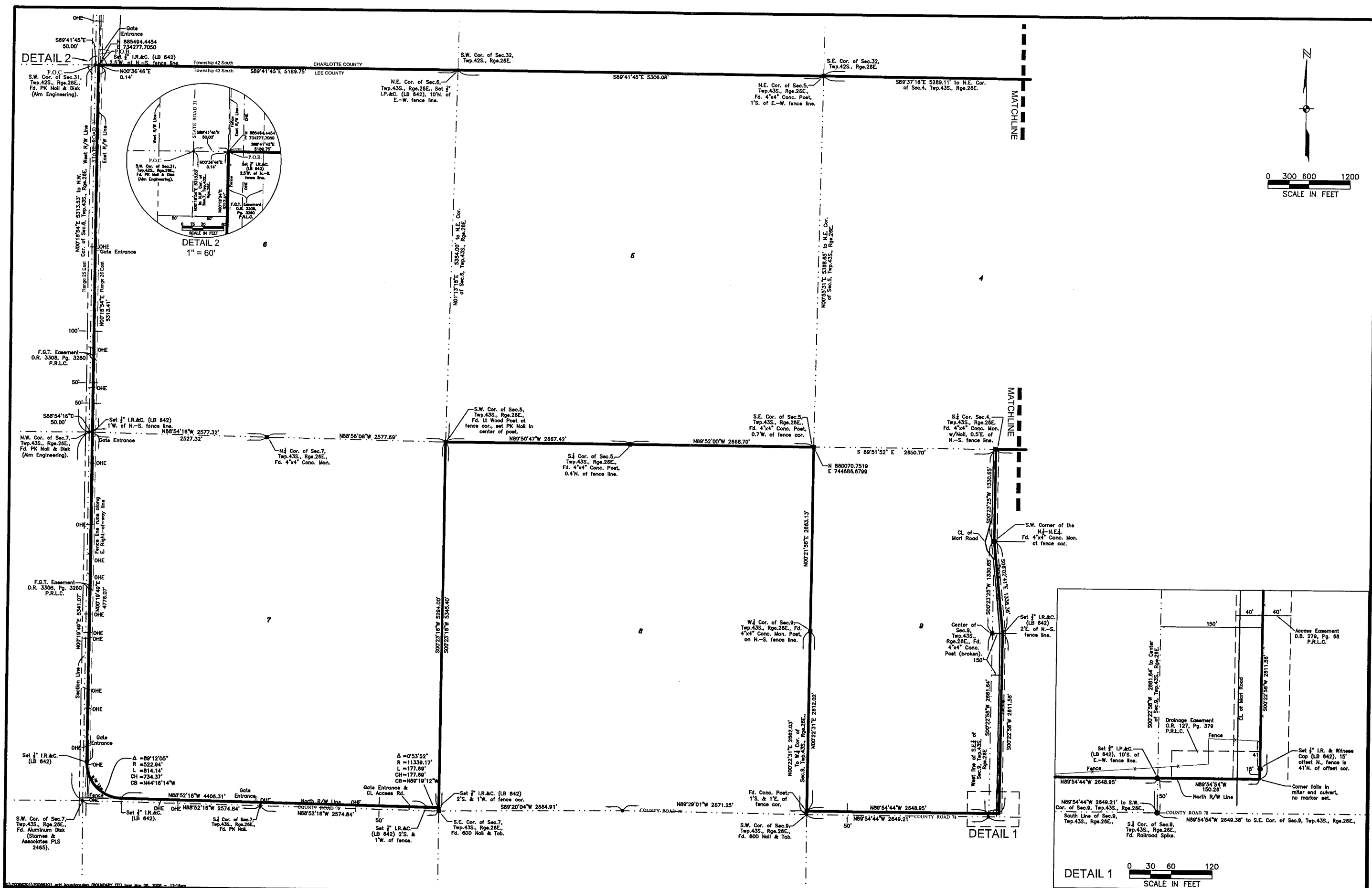
DESCRIPTION:
LEE COUNTY PARCEL:
A parcel of land lying within Sections 1 through 7 and Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:
Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 50.00 feet to a point on the East right-of-way line of State Road No. 31, said point also being the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 5189.75 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5308.08 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5289.11 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.60 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.60 feet to the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 155.76 feet; Thence S09°58'52"W a distance of 4687.98 feet; Thence S04°10'14"W a distance of 283.52 feet; Thence S03°53'19"E a distance of 515.32 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.41 feet West of the Southeast corner of said Section 2); Thence N88°38'22"W a distance of 2084.07 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2842.06 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5300.09 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2850.09 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.85 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; Thence S08°02'41"E a distance of 1338.36 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); Thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2811.58 feet to a point on the North right-of-way line of County Road No. 78; Thence along said right-of-way line the following courses and distances, N89°54'54"W a distance of 150.28 feet and N89°54'44"W a distance of 2848.95 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2812.02 feet to the West one-quarter corner of said Section 9; Thence N00°21'55"E a distance of 2863.13 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2868.70 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2867.42 feet to the Southwest corner of said Section 5; Thence S00°23'18"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5294.00 feet to a point on the North right-of-way line of County Road No. 78; Thence Westerly along the curved right-of-way line, (said curve being curved concave to the North, having a delta angle of 00°53'52" and a radius of 11339.17 feet, with a chord bearing of N89°19'12"W and a chord length of 177.89 feet) a distance of 177.89 feet to the end of the curve; Thence N88°52'18"W, along said North right-of-way line, a distance of 4408.31 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Northeast, having a delta angle of 89°12'05" and a radius of 522.84 feet, with a chord bearing of N44°16'14"W and a chord length of 734.37 feet) a distance of 814.14 feet to a point on the East right-of-way line of State Road No. 31; Thence along the East right-of-way line for State Road No. 31, the following courses and distances, N00°19'49"E a distance of 4776.07 feet, N00°18'54"E a distance of 5313.41 feet and N00°36'46"E a distance of 0.14 feet to the Point of Beginning. Containing 4,157.2 acres, more or less.
Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E.

- NOTES:**
1. Date of last field work: July 2006.
2. Survey for boundary and description.
3. Survey performed as requested by Kison & Partners.
4. Improvements and utilities (above ground or underground) are not located or shown on this survey.
5. Fences are located at boundary corners only, unless otherwise shown.
6. Only overhead electric lines that cross the boundary line are shown on this survey, unless otherwise noted.
7. Access locations located during field survey, along the boundary, are shown.
8. Interior section corners and quarter section corners where not searched for, located, or set, unless necessary to establish boundary corners.
9. Bearing Reference: State Plane Coordinate, Florida West Zone, NAD 83(99). Bearing of S89°41'45"E on the South line of Section 31, Township 42 South, Range 26 East.
10. Survey control based on the following National Geodetic Survey control monuments: PID A68708, PID A68884, PID A68881, PID A68883 and PID A68891.
11. Dimensions and acreage shown on survey map are grid values.
12. A scale factor of 0.99995506 as shown on PID A68708, was used for this survey.
13. To convert Grid acreage to Ground acreage, multiply by 1.00004494.
14. To convert Grid dimensions to Ground dimensions, divide by 0.99995506.

This survey is only for the benefit of:
Babcock Mixed-Use District
I hereby certify that this survey was prepared under my direction and is correct to the best of my knowledge and belief and meets the minimum technical standards for surveys as required by law.
Florida Statutes, Chapter 472: Chapter 61017 F.A.C.
Matthew M. Howard (For The Firm - LR #42)
Professional Surveyor and Mapper
Florida Certificate No. 4912
Date signed: 12-16-06
This survey is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.



251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642



LEGEND:

POC = POINT OF COMMENCEMENT	MON = MONUMENT
POB = POINT OF BEGINNING	PRM = PERMANENT REFERENCE MONUMENT
OR = OFFICIAL RECORD BOOK	PCP = PERMANENT CONTROL POINT
PS = PLAT BOOK	CB = CONCRETE BLOCK & STUCCO
PG = PAGE	FD = FOUND
R/W = RIGHT-OF-WAY	/W = WITH
C/L = CENTER LINE	A/C = AIR CONDITIONING
BOC = BACK OF CURB	COR = CORNER
EDP = EDGE OF PAVEMENT	S.R. = STATE ROAD
CONC = CONCRETE	C.R. = COUNTY ROAD

BABCOCK MIXED-USE DISTRICT

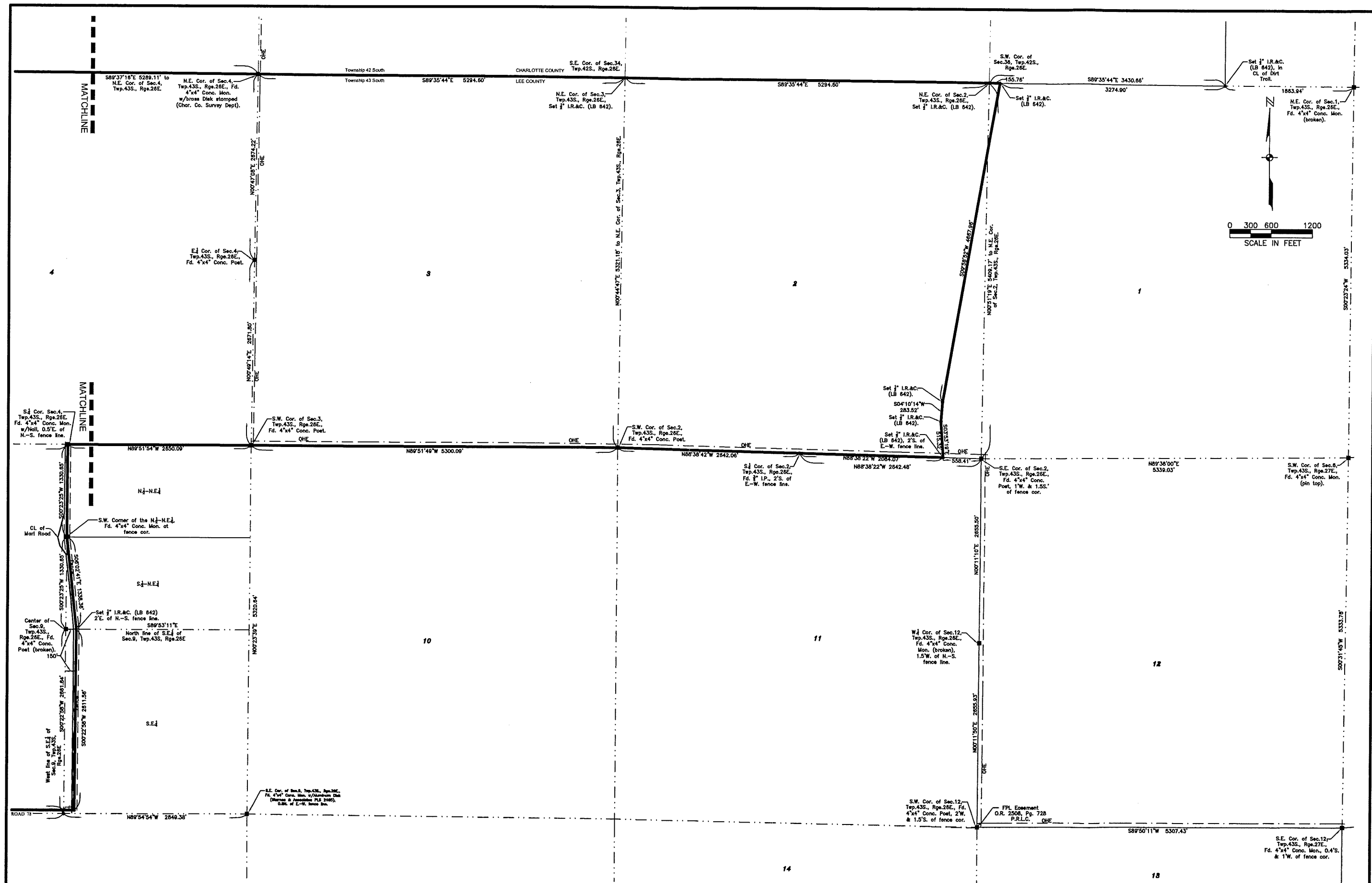
Sections 1-7 & 9, Township 42 South, Range 26 East
Lee County, Florida



251 WEST HICKPOCHEE AVENUE
LA BELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

Boundary Survey
Lee County Portion-Area 6

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
June, 2006	20066201	31-42-28	AS SHOWN	2 OF 3



LEGEND: POC = POINT OF COMMENCEMENT POB = POINT OF BEGINNING OR = OFFICIAL RECORD BOOK PB = PLAT BOOK PG = PAGE R/W = RIGHT-OF-WAY C/L = CENTER LINE BOC = BACK OF CURB EOP = EDGE OF PAVEMENT CONC = CONCRETE MON = MONUMENT PRM = PERMANENT REFERENCE MONUMENT PCP = PERMANENT CONTROL POINT CBS = CONCRETE BLOCK & STUCCO FD = FOUND W/W = WITH A/C = AIR CONDITIONING CR = CORNER S.R. = STATE ROAD C.R. = COUNTY ROAD		BABCOCK MIXED-USE DISTRICT Sections 1-7 & 9, Township 42 South, Range 26 East Lee County, Florida		JOHNSON ENGINEERING 251 WEST HICKPOCHEE AVENUE LA BELLE, FLORIDA 33935 PHONE (863) 612-0594 FAX (863) 612-0341 E.B. #642 & L.B. #642		Boundary Survey Lee County Portion-Area 6		
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET				
June, 2006	20066201	31-42-26	AS SHOWN	3 OF 3				

Volume I of II

TABLE OF CONTENTS

SECTION 5

AGREEMENTS

- a. Development Agreement between Charlotte County and MSKP III, Inc.
- b. Interlocal Planning Agreement between Charlotte and Lee Counties, MSKP, III, Inc. and Florida Department of Community Affairs
- c. Babcock Ranch Community Road Planning Agreement Regarding the Charlotte County Babcock Ranch Overlay District Amendments between Lee County and MSKP, III, Inc.

The Babcock Ranch was owned by the Babcock Florida Company, a Babcock family entity. MSKP III, Inc. ("MSKP"), a Morgan Stanley and Kitson and Partners entity, merged into the Babcock Florida Company, thereby acquiring control of the Babcock Ranch. Upon the sale of the majority of the Ranch to the State of Florida and Lee County, the portion of the Ranch retained by the Babcock Florida Company for development, commonly known as Area 6, was transferred to Babcock Property Holdings, LLC, a wholly owned subsidiary of the Babcock Florida Company. The CEO of the Babcock Florida Company is Sydney Kitson and the President is Charles DeSanti.

The rights, responsibilities, commitments, and obligations of MSKP under three existing agreements are being assigned to and assumed by Babcock Property Holdings, LLC. Those agreements are: (1) Interlocal Planning Agreement For The Babcock Ranch between MSKP, Charlotte County, Lee County, and the Florida Department of Community Affairs. (2) Development Agreement between MSKP and Charlotte County, (3) Babcock Ranch Community Road Planning Agreement Regarding The Charlotte County Babcock Ranch overlay District Amendments between MSKP and Lee County. Copies of these agreements have been provided in the following section.

Babcock Mixed-Use District

- I.5.a. Development Agreement between Charlotte County and MSKP III, Inc.

APR 25 2006



County of Charlotte

Office of the County Attorney

18500 Murdock Circle

Port Charlotte, FL 33948-1094

Phone: (941) 743-1330 Fax: (941) 743-1550

www.charlottecountyfl.com

"To exceed expectations in the delivery of public services"

JANETTE S. KNOWLTON
COUNTY ATTORNEY

JSK 06-15

April 21, 2006

Mr. James R. Brindell
Gunster, Yoakley & Stewart, P.A.
Phillips Point
777 South Flagler Dr., Suite 500 East
West Palm Beach, FL 33401-6194

Dear Jim:

Enclosed for your file is a fully executed, notarized Development Agreement for the Babcock Ranch project. If you have any questions, please do not hesitate to call.

Very truly yours,

Janette S. Knowlton
County Attorney

JSK:el
Enclosure

cc: Rich Browne, Assistant County Attorney, w/encl.
Mike Konefal, Community Development Director, w/enclo.

p:\wpdata\janette\letters\2006\babcockdevelopagr
LR05-558

**DEVELOPMENT AGREEMENT BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA, AND MSKP
III, INC.**

THIS AGREEMENT is made and entered as of this 20th day of April 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA** ("Board" or "County"), and **MSKP III, INC.**, a Florida corporation ("Developer").

Recitals

WHEREAS, the Board and the Developer recognize the following:

A. This Agreement is entered into in accordance with the Florida Local Government Development Agreement Act, 163.3220-163.3243, Florida Statutes ("Act").

B. The Developer is a contract vendee to acquire by corporate merger one hundred percent (100%) of the stock of the Babcock Florida Company ("Babcock Contract") and thereby certain real property located in Charlotte County and Lee County, Florida, and described in the attached Exhibit "A", known as the Babcock Ranch ("Ranch"), and which is comprised of some 91,361 acres of which approximately 81,499 acres are situated in Charlotte County and approximately 9,862 acres of which are situated in Lee County. Developer will also acquire Town and Country Utility Company ("Town and Country") pursuant to the Babcock Contract.

C. On January 24, 2006, the County entered into an Interlocal Planning Agreement for the Babcock Ranch with Developer, Lee County, and the Florida Department of Community Affairs regarding the preservation and development of the Babcock Ranch ("Four-Party Agreement").

D. State and local officials, environmental organizations, and citizens of Charlotte County desire to preserve permanently as much of the Babcock Ranch as possible, and it is recognized by the parties that this preservation goal can be achieved with a public/private partnership and a comprehensive long-term preservation and development plan for the Ranch.

E. Developer, the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"), the Florida Fish and Wildlife Conservation Commission, and Lee County have entered into an Agreement for Sale and Purchase of a majority of the Ranch to the Trustees and Lee County for conservation purposes ("State Contract").

F. Developer proposes to develop approximately 17,890 acres of the Ranch ("Area 6"), 13,686 acres of which are located in County ("Property" or "Development"), and 4,204 acres of which are located in Lee County.

G. On September 30, 2005, Developer filed an application with County encompassing the Property for the Babcock Ranch Overlay District Amendments to County's comprehensive plan ("BROD"), and on December 14, 2005, the Board voted to transmit the

proposed amendments to the Florida Department of Community Affairs. The Board approved the BROD on April 4, 2006.

H. In order to foster comprehensive and sound capital facilities planning and financing, to ensure the provision of adequate public facilities for development concurrent with the impacts of development, to encourage the efficient use of resources, to reduce the economic cost of development, and to afford certainty in the approval of development, the Board and the Developer desire to establish by agreement the terms under which the Property may be developed.

I. On March 20, 2006, the County Planning and Zoning Board, sitting as the Land Use Advisory Board, held the first public hearing on this Agreement, after publishing notice approximately seven days prior to the first hearing. Notice of intent to consider this Agreement was provided in accordance with law.

J. On April 4, 2006, the Board held the second public hearing on this Agreement after providing notice in accordance with law.

NOW, THEREFORE, in consideration of the mutual covenants entered between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

1. Recitals.

The above recitals are true and correct and are incorporated herein and made a part hereof.

2. General Provisions.

a. Legal Description and Owner

The Property is described in Exhibit "B" attached hereto and made a part hereof. As of the Effective Date of this Agreement, the Developer has only an interest as a contract vendee of one hundred percent (100%) of the stock of the Babcock Company pursuant to the Babcock Contract of legal and equitable title to the Property is MSKP III, Inc., a Florida corporation.

b. Duration

This Agreement shall expire ten (10) years after the Effective Date provided in Provision 10, unless earlier terminated as provided in Provisions 5 and 6, or extended as provided in Provision 8. Inasmuch as buildout of the Development Program will not occur within ten (10) years, the parties contemplate that the Term of this Agreement will be extended in ten year intervals until buildout is achieved.

c. Development Uses Proposed to be Permitted

- (1) The development program proposed on the Property includes 17,870 residential units and 6,000,000 square feet of non-residential space ("Development Program"). It is contemplated that the development plan will include a town center with a mix of uses. The maximum height of buildings shall be established as part of the Land Development Regulations ("LDR's") adopted by County for the Property.
- (2) The general locations of uses are shown on Exhibit "C-1" attached hereto and made a part hereof, subject to revisions made in the ongoing planning process and as finalized in the DRI process.

d. Independent Special District: Community Development District

- (1) County shall support the creation of an independent special district or community development district(s) (collectively "District") to fund and construct onsite and offsite infrastructure and to provide services required to support the Development Program, and Developer shall establish, or cause to be established, such District.
- (2) Until said District is established, Developer shall be responsible for, or be the beneficiary of, those items under this Agreement expressly assigned to District.
- (3) Developer may use any other funding mechanisms and sources to meet its obligations under this Agreement which may be, or may become, available under Florida and federal law.

e. Reservation of Land for Public Purposes and Construction of Buildings.

- (1) The number and sizes of school sites, parks, County annex site, police, fire/rescue, sites, solid waste management site, extension services and library site are shown on Exhibit "D", subject to revisions made in the ongoing planning process and as finalized in the DRI process. Developer agrees to convey these sites with the acreages shown on Exhibit "D" at no cost to the appropriate government agencies. District shall remove invasive exotic species from the designated sites. District shall provide associated infrastructure, i.e. pedestrian and vehicular access-ways, water, sewer, electrical, internet technology and reuse water (when available) to the designated sites; impact fees shall be reimbursed to District by County for the costs of this infrastructure, but only up to the amount of the impact fees (not including any interest earned by County) collected from the Development. The sites shall be conveyed with exotics removed, infrastructure provided, and on a schedule agreed to by Developer and County in the DRI process.

- (2) District shall construct the shells of the public purpose buildings as set forth on Exhibit "D" on the library, park, County annex, law enforcement, extension services, and fire/rescue sites pursuant to building design criteria provided by County. The term "shell" means site preparation, foundations, laying of all utilities, exterior building structural components (including all exterior windows and doors), interior unfinished load-bearing walls and floors, stairs, elevators, and general building MEPF (mechanical, electrical, plumbing, and fire) systems, but not including MEPF systems specific to a floor plan layout. Where practical, the building shells may be constructed in phases. The building shells shall be completed by District and turned over to County on the schedule shown on Exhibit "D" hereto. Until the turnover to County, District shall be responsible for maintenance of the building shells and the associated building landscaping and any costs of operations elected by District to be incurred prior to said turnover(s). If the District elects to operate any such buildings prior to turnover to County, County will consider an operational contract with District. The Developer or District shall be reimbursed from the impact fees, but only up to the amount of the impact fees collected from the Development (not including any interest earned by County), for the design and construction costs of those buildings and the costs of all associated infrastructure; i.e., water, sewer, paving, drainage, landscaping, lighting, signage, etc. (collectively the "Costs"), but not for the sites. District shall be reimbursed by County from funds other than impact fees collected from the Development for the Costs of any portion of a building requested by County which is in excess of that required by County standards to satisfy the demand for the building created by the Development Program.
- (3) District shall prepare the master plans for the park sites in consultation with County and at no cost to County. The County shall participate with the design team in development of the master plans.
- (4) The public purpose buildings and sites shall be subject to the land development regulations and architectural guidelines established for the Property.
- (5) The public purpose buildings shall be completed, staffed, and opened by County on the schedule shown on Exhibit "D" hereto.
- (6) Developer and County shall enter into a separate impact fee agreement to address more specifically the impact fee credits or reimbursements and the expenditure of impact fee revenues contemplated by this Agreement.

f. Required Public Road Facilities.

- (1) District shall be responsible to pay for, or cause to be paid for by other than County, the off-site transportation impacts of the Development in the form of off-site road improvements. Development of the Property is to be phased and the required offsite road improvements within the rights-of-way dimensions shown on Exhibit "E" are to be phased pursuant to the schedule shown thereon. Exhibit "E," which is based on the year 2030 time horizon, shall be revised to reflect the final list of offsite road improvements adopted in the DRI development orders based upon the project buildout date which is currently expected to be year 2020. Developer has provided County an analysis based upon the cost estimates as reflected in Exhibit "E" which demonstrates that the construction of the improvements is financially feasible. The improvements, or their proportionate shares as identified in Exhibit "E", will be financed by District, the Developer or other financial mechanisms approved by County.
- (2) Any rights-of-way required for said improvements which are not currently available and which are not currently identified in County's capital improvements plan shall be conveyed to County if located on the Property, other than that for SR31, or if located off of the Property shall be paid for by District pursuant to County's acquisition at a reasonable cost including the cost of the rights-of-way and the associated attorney's fees, consultant and expert witness fees, and other associated costs and expenses.
- (3) The offsite road improvements shown on Exhibit "E", subject to subsequent adjustments identified during the DRI review and adopted in the DRI development order based upon the project buildout date, shall be placed in the County's Comprehensive Plan, subject to subsequent adjustments based upon the results of the external trip monitoring required by provision 4b(2) of this Agreement and any subsequent revisions of Levels of Service standards.
- (4) District shall be reimbursed for the reasonable cost of any capacity and the associated right-of-way created by District in a particular offsite road improvement beyond the capacity required by the Development Program in that improvement. "Cost" shall mean design and construction costs and the costs of all associated infrastructure; i.e., drainage, landscaping, lighting, signage, signalization, striping, utility relocations, etc. Such reimbursements shall be paid by other development projects benefiting from the particular improvement and shall be paid in proportion to the excess capacity utilized by said other

development projects. To the extent allowed by law, the County shall impose, until the buildout date established in the DRI development order, this reimbursement requirement on those other developments as a condition of the approvals of those developments.

- (5) Exhibit "E" indicates which road improvements are to be constructed by District and which ones District is to pay its proportionate share toward. Exhibit "E" shall be revised to reflect the final list of offsite road improvements adopted in the DRI development order based upon the project buildout date.
- (6) Developer and County shall cooperate in efforts to obtain federal and state funds, beyond those which otherwise would be available to County, to finance certain of the road facilities contemplated by this provision.

g. Local Development Permits.

The local development permits required for the development of the Property include, but are not limited to:

- (1) Comprehensive plan amendment for the BROD
- (2) Amendment of the zoning map with a new zoning classification on the Property
- (3) Land Development Regulations for the BROD
- (4) Development of Regional Impact Development Order
- (5) Boundary and/or subdivision plat approvals, as appropriate
- (6) Site plan approvals
- (7) Building permits
- (8) Stormwater permits
- (9) Rights-of-way permits

h. Consistency with Comprehensive Plan and Land Development Regulations

- (1) The Board finds that the Development Program proposed for the Property as provided in this Agreement is consistent with County's Comprehensive Plan and proposed Land Development

Regulations, and that the commitments set forth herein are those necessary to support the BROD amendments.

- (2) If the BROD is adopted, County shall adopt expeditiously LDR's to implement fully the BROD policies and objectives.

- i. Compliance with Other Law.

Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Development of the necessity of complying with the law governing such permitting requirement, condition, term, or restriction.

3. Contingencies

- a. This Agreement is contingent upon satisfaction of the contingencies set forth in provision 12 of the Four-Party Agreement, a copy of which is set forth in Exhibit "F" attached hereto and incorporated herein.
- b. This Agreement shall not be effective unless County's comprehensive plan amendments implementing or relating to this Agreement have been found in compliance by the Florida Department of Community Affairs
- c. Prior to the Developer closing on the Babcock Contract, this Agreement shall not constitute a lien, cloud, or encumbrance on the Property and shall not constitute actual or constructive notice of any lien, cloud or encumbrance on the Property.

4. Other Conditions

- a. Development of Regional Impact ("DRI").

- (1) Developer shall file a DRI Application for Development Approval on the Property. That application shall be consistent with the terms of this Agreement, the BROD, and the LDR's adopted by County for the Property.
- (2) The DRI Development Order shall include, among other things, a condition that the Developer provide, or pay its proportionate share of, the road infrastructure required to address the traffic impacts of the Development Program in both Charlotte and Lee Counties.
- (3) In the event of an inconsistency between this Agreement and a provision of the DRI development order, the DRI development order provision shall prevail.
- (4) County and Developer acknowledge the DRI Development Order will include a Use/Intensity conversion table to allow for a

reasonable level of flexibility with respect to the mix and intensity of uses in order to respond to changing market conditions.

b. Traffic Analysis

- (1) Tabulation of traffic volumes. Developer shall provide Charlotte and Lee Counties with a tabulation of existing traffic volumes on roadway links affected by the Development Program, using existing data collected by Charlotte and Lee Counties where available. Developer also shall provide Charlotte and Lee Counties with a tabulation of projected traffic volumes on affected roadway links by phase of the Development Program. Developer shall utilize traffic generation rates for proposed uses as set forth in the Institute of Transportation Engineers Traffic Generation Manual (7th Edition) or the current edition at the time of filing the DRI.
- (2) External Trips (Internal Capture). The Development shall not generate more than the number of external trips projected in the approved DRI traffic analysis to leave and enter the property ("Projected External Trips") which is based on a minimum internal rate of vehicle trip capture ("IRC") of 22%. Developer believes that the capture rate will reach 50% or greater. The actual capture rate shall be determined by Developer measuring the External Trips on the periodic basis and pursuant to the methodology agreed upon by Developer and County and which shall be set forth in the DRI development order. The DRI development order will establish the stage in the Development when the number of Projected External Trips shall not be exceeded, as well as the alternative actions which shall be implemented if the number of Projected External Trips has been exceeded. Exhibit "E" sets forth the roadway improvements which have to be met if more than the number of Projected External Trips is occurring, as well as those improvements if less than the number of Projected External Trips is occurring.
- (3) Traffic Modeling. Developer shall model projected traffic impacts of the Development Program to the year 2030, provided, however, that the final road improvement program for the Development Program shall be based upon the project buildout date in the DRI required by provision 4a. of this Agreement. Charlotte and Lee Counties each use different traffic models. Developer shall reconcile, to the satisfaction of Charlotte and Lee Counties and prior to filing the DRI applications in each county, the differences in the results of those different models with respect to the roadway links impacted by the Development Program. The Developer shall

develop and use in the DRI process a unified traffic model which includes traffic in Charlotte and Lee Counties.

- c. State Road 31 Right-of-Way. Developer shall convey or cause to be conveyed to the State 300 feet of right-of-way for State Road 31 expansion and associated drainage and utility easements along the western boundary of the Ranch property located in County.

- d. Transit and Other Alternative Modes of Transportation.

- (1) Developer shall analyze the feasibility of a transit system internal to the Property, and if financially feasible, shall incorporate such a system on a phased basis into the land plan for the Property and into the infrastructure financing plan for the Property.
- (2) If the County is required to expend County revenues other than grants, District shall provide for payment by the Development of its proportionate share of those county revenues expended on Dial-A-Ride, Sunshine Ride (transportation for the disadvantaged), and other similar transit costs, (capital and operating costs) incurred by County for trips inside and outside of the boundaries of the BROD and which are generated by residents living within the boundaries of the BROD, unless the District establishes a comparable transit program compatible with County's program.
- (3) The land plan for the Property shall provide for the alternative modes of transportation proposed by Developer and shall provide typical cross-sections of the corridor facilities to accommodate those modes.

- e. Natural Resource Areas, Quality, and Protection. Developer shall identify, quantify, and evaluate all land use cover types, protected plant species, open water features, and groundwater levels and flows on the Property as part of the DRI process.

- f. Open Space.

Developer agrees to provide a minimum of thirty-five (35%) percent of the gross acreage of Area 6 as Open Space within Charlotte County. "Open Space" shall consist of the Primary Greenway Plan as depicted on Exhibit C-2, non-residential vegetated green space, lakes and ponds not engineered for stormwater, lakes and ponds engineered for stormwater with general public access, hiking trails, greenways, bike paths, upland and wetland areas. Active uses such as ball fields, golf courses and other related recreation uses can be counted toward Open Space but only 50% of the area can be utilized for calculation purposes. As part of the DRI annual or bi-annual monitoring process, the Developer shall identify compliance with this requirement.

- g. Best Management Practices During Land Clearing. Developer shall prepare a field manual of best management practices for erosion and sedimentation control to be utilized during development and land clearing activities ("Field Manual"). The Field Manual shall take into consideration the principles set forth in Chapter 4, "Best Management Practices For Erosion and Sedimentation Control", of the Florida Erosion and Sediment Control Inspector's Manual, (Florida Department of Environmental Protection). The Field Manual shall be provided to all contractors who perform land clearing and site preparation and who construct infrastructure and building shells on the Property. Contracts with such contractors shall require compliance with the appropriate provisions of the Field Manual.
- h. Buffer Along Telegraph Swamp. Developer shall provide the required buffer along Telegraph Swamp if required by state and federal permitting processes.
- i. Observation Greenway Along East Property Line. An observation greenway along the east side of the Property as conceptually depicted on the Greenway Plan in Exhibit "C-2", attached hereto, shall be provided. The actual delineation will be established in the DRI process.
- j. Greenway Connecting Curry Lake and Telegraph Swamp. Developer agrees to design with State and environmental agencies a limited transportation, pedestrian, and utility corridor, including a wildlife underpass, of not more than 120 feet in width with a maximum speed limit of 20 mph in the proposed greenway connecting Curry Lake and Telegraph Swamp. That corridor shall be designated on the conceptual master plan made a part hereof and on the MAP H approved in the DRI development order. Other uses acceptable to the State and County may be allowed within the greenway and shall be set forth in the Land Development Regulations for the BROD.
- k. Archaeological and Historical Sites. Developer shall identify and evaluate as part of the DRI process any historical and archeological sites on the Property which are listed on, or are eligible for listing on, the County's Historical Register and shall develop a preservation or archival program for each such site.
- l. Provision of Water for Agricultural and Potable Uses and Utility Infrastructure.
 - (1) Developer shall provide data in the DRI process that demonstrates that there is sufficient water available to support the Development Program and any proposed agricultural activities on the Property. Developer shall file a consumptive use permit ("CUP") with the

South Florida Water Management District ("SFWMD") during the processing of the DRI.

- (2) Paragraph 33, entitled "Water Resources", of the State Contract is incorporated herein by reference as Exhibit H. Further, Kitson and Charlotte County agree to cooperate with regard to their respective development and use of water resources from the Babcock Ranch so that the activities of the one will not adversely affect the water resource development and use of the other.
- (3) The portion of provision 15 in the Four Party Agreement obligating County to provide water to Developer is no longer in effect.
- (4) Developer or Town and Country, as a utility regulated by the Florida Public Service Commission, shall plan, design, permit, and construct a water, wastewater, and reclaimed water utility infrastructure (including water supply, treatment, storage, distribution, collection, and disposal capacity) to support the potable water, sanitary sewer, and irrigation needs of the Development Program at full buildout and in accordance with the level of service established by the County's comprehensive plan, as amended from time to time. This infrastructure shall be built to County standards, and as-built drawings shall be provided to County. County may conduct periodic inspections (the nature and frequency of which are to be determined by County) both during and after construction to ensure that the infrastructure is being properly constructed, operated, and maintained. It is recognized by the parties that said infrastructure may be constructed in phases commensurate with the creation of demand by the Development.
- (5) Developer agrees that Town and Country will consider selling that utility to County, if County desires to purchase said utility at fair market value, pursuant to terms agreed upon by Town and Country and County, and at a time designated by Developer or Town and Country.
- (6) If County applies for a consumptive use permit ("CUP"), whether the application requires an interdistrict transfer of water or not, Developer agrees to cooperate with and support County's application.
- (7) Developer or Town and Country shall prepare and implement wellfield management plans for potable water, agricultural uses, and disposal and storage wells, existing or proposed on the Property. As part of the agricultural wellfield management plan, Developer will identify wells on the Property that need to be

abandoned and properly plugged to avoid potential cross contamination, and will do so at Developer's expense.

- (8) Developer agrees to fund all testing and monitoring throughout the entire Ranch as required for successful attainment of the consumptive use permits. County agrees to reimburse Developer for the costs associated with testing conducted outside the development area if, and only if, County is granted the necessary permits to allow the withdrawal of water from the Property for use throughout the County.

m. Affordable Housing.

- (1) Ten percent (10%) of the total number of housing units constructed shall be for affordable housing. At least ten percent (10%) of the residential units in each phase of the project shall include affordable housing. If a particular phase includes more than ten percent (10%) of affordable housing, then the ten percent (10%) minimum of each subsequent phase shall be reduced proportionately. In no event shall more than a cumulative total of ten percent (10%) of the total number of housing units built in the project be required to be affordable housing. Sites for such housing shall include, where practical, sites adjacent to those sites for public purposes set forth under provision 2.e. of this Agreement. Developer or District shall establish mechanisms, such as a land trust, to ensure the affordability of such units into the future.
- (2) An "Affordable Rental Unit" means a housing unit for which the monthly rent, including utilities, does not exceed 30% of a household's gross income. An "Affordable Ownership Unit" means a housing unit for which the monthly mortgage payment, including taxes and insurance, does not exceed 30% of a household's gross income.
- (3) All Affordable Units developed must be targeted to households earning less than 120% of the Charlotte County area median income ("Area Median Income") as updated annually by the Florida Housing Finance Corporation.
- (4) Forty (40%) percent of all Affordable Units provided must be targeted to households earning less than 80% of the Area Median Income, with at least 10% of all Affordable Units targeted for households under 50% of Area Median Income.
- (5) Developer and County shall establish procedures and identify grant programs which may be used to

- (a) monitor the effectiveness of this program and
 - (b) implement the program (i.e., down payment grant programs).
 - (6) The affordable units shall be eligible for whatever incentives the County establishes in the future. The County agrees to use its best efforts to develop a comprehensive affordable housing strategy.
- n. Hurricane Shelters. (1) District shall develop a hurricane preparation and shelter information program for the residents of the Property. The residential units shall be built to the then current building standards which provide substantially more protection against hurricane damage than in past years. Consequently, the County does not want to encourage residents to leave their residences during hurricanes unless an evacuation order has been issued. However, to provide supplemental protection, District shall build the shells of community center buildings in the public parks required by provision 2.e.(2) of this Agreement to the hurricane building standards set forth in the American Red Cross ("ARC") publication number 4496, as it may be amended, and the buildings shall be equipped by Developer with emergency generators. If County desires to have a particular public community center building built to a standard higher than the ARC 4496 standards, the County shall pay the difference between the design and construction costs of an ARC 4496 building and the higher standard desired by County.
- (2) District also shall pay the difference in costs between the ordinary building shell costs of a building shell and the building shell costs that meets the ARC 4496 standards for those building shell portions of the public school buildings on the Property which would be used as hurricane shelters (i.e., cafeterias and gymnasiums), contingent upon County entering into an agreement with Charlotte County School Board to effectuate this hurricane shelter construction.
- o. Impact Fee Expenditures.
- All road, parks, law enforcement, fire, EMS and library impact fees collected from the Development (not including any interest earned by County) shall be provided to District in the form of reimbursements. Provided, however, that any portion of twenty-three percent (23%) of the road impact fees collected which are not needed to reimburse the District for the costs of improvements to interdistrict roadways or roadways that would serve to enhance interdistrict transportation, as set forth on Exhibit G, shall be available for use by County pursuant to Section 3-3.5-9 of the Charlotte County Code.

- p. Job Creation. Developer shall consult with local and state economic development entities, such as Enterprise Charlotte, Enterprise Florida, the State office of Tourism, Trade and Economic Development, and Florida Gulf Coast University in developing a plan for the creation of jobs with special emphasis on clean industries such as telecommunications, biotechnology, healthcare, green building research, Everglades restoration, native plants, and eco-tourism.
- q. Fiscal Monitoring and Budget Stabilization
- (1) Developer and County wish to guarantee that the development of the Property will not create a negative fiscal impact on the County. To that end the County and the District will enter into an agreement whereby: (a) fiscal monitoring will be conducted at regular milestones, (b) assessments will be triggered, if necessary, on undeveloped portions of the Property privately owned by Developer, or successors-in-interest, in the event of fiscal shortfalls, and (c) a budget stabilization process will be established all as provided for below ("Fiscal Agreement").
 - (2) The Fiscal Agreement will establish a fiscal monitoring program based on the fiscal impact analysis model ("FIAM") calibrated and maintained by the County. The County will quantify the fiscal impacts of development of the Property using the agreed upon version of the FIAM or other methodology that the County uses to demonstrate to the Florida Department of Community Affairs that the County's Comprehensive Plan and the Capital Improvements Element of the Plan are financially feasible as required under Chapter 163.3164(32). The fiscal monitoring program will begin in the calendar year following the issuance of the 5,000th certificate of occupancy on the Property. Thereafter, the fiscal monitoring will be conducted each year by the County.
 - (3) The County will submit the results of its monitoring analysis to the District for review and comment. The District and the County will resolve any disagreements concerning the monitoring program within 90-days. If the County and the District cannot resolve a disagreement concerning the results of the monitoring, the issue will be sent to an independent review committee ("Review Committee"). The Review Committee will be composed of three members with substantial experience in fiscal analysis. One member will be appointed by the County, one by the District and those two representatives shall agree on a third member. If the two appointed members cannot agree on the third member they shall request from the American Arbitration Association ("Association") a list of three persons who would be willing to serve on the Committee. Each of the two appointed members shall strike one of

the three persons proposed by the Association and the remaining person shall be the third member of the Committee. The decision of the Review Committee will be binding on the County and the District.

- (4) The District agrees that it will provide for any interim fiscal shortfalls following the issuance of the first certificate of occupancy with a surety or other vehicle in a form acceptable to County. The process for determining the amount and form of the surety will be set forth in the Fiscal Agreement which shall provide for an annual transfer of funds to County to cover the County's prior fiscal year shortfall, if any.
- (5) When the fiscal monitoring indicates that the development of the Property has generated a fiscal surplus for three years in succession, the County will begin to replenish the Stabilization Fund by depositing 50% of the net fiscal surplus generated in the prior fiscal year ending September 30. The County's obligation to replenish the Stabilization Fund is strictly limited to net fiscal surplus revenues generated by Development of the Property as indicated above. The total amount of replenishment will be no more than the amount drawn down by the County to offset any negative fiscal impacts.
- r. County agrees to provide documentation and enter into additional agreements to effectuate the purposes of this agreement, including, but not limited to, that required to support the issuance of bonds by the District and the creation of a separate accounting district.

5. Local Laws and Policies Governing Agreement.

- a. The County's laws and policies governing the development of the land at the time of the execution of this Agreement shall govern the development of the Property for the duration of the Agreement, except for impact fees, LDR's, roads to be dedicated to County, and the DRI development order. County's laws and policies adopted after the Effective Date may be applied to the Property only if the determinations required by section 163.3233(2), Florida Statutes, have been made after written notice to Developer and at a public hearing.
- b. In the event of any inconsistency between this Agreement and the Four – Party Agreement with respect to matters involving only the Developer and County, this Agreement shall prevail.

6. Amendment or Cancellation by Mutual Consent.

This Agreement may be amended or cancelled by mutual consent of the parties, and shall terminate upon the issuance of the last Certificate of Occupancy for the last building as shown on

the approved Site Plan for the final development parcel on the Property. Prior to amending this Agreement, the Board shall hold two public hearings.

7. Involuntary Revocation of Development Agreement.

The Board may revoke this Agreement if the Board determines through its annual review of this Agreement that there has not been substantial compliance with the terms and conditions of this Agreement, including all amendments or extensions thereto. Prior to any revocation of this Agreement, the Board shall hold two public hearings. At the public hearing(s), the Developer will be given an opportunity to rebut the assertion that there has not been substantial compliance with the requirements of this Agreement, or any amendments thereto. If the Board determines that revocation of this Agreement is not necessary, the Board may amend the terms of this Agreement to provide for any reasonable condition necessary to assure compliance with the requirements of this Development Agreement, and any extensions or amendments thereto. Either party or any aggrieved or adversely affected person may file an action for injunctive relief in the Circuit Court for Charlotte County to appeal the revocation or amendment of this Agreement.

8. Term.

The initial term of this Agreement shall be ten (10) years from the Effective Date. This Agreement may be extended by mutual consent of the Board and the Developer, subject to the County's public hearing requirements. Inasmuch as buildout of the Development Program will not occur within ten (10) years, the parties contemplate that the Term of this Agreement will be extended in ten year intervals until buildout is achieved.

9. Not Binding upon Babcock Florida Company

The parties acknowledge that on the effective date of this Agreement, Developer, by and through certain affiliated entities, only holds a beneficial interest in the Babcock Florida Company by virtue of the Babcock Contract. Developer's obligations to convey any property or take any other actions with respect to the Property are contingent upon Developer completing the merger transaction contemplated by the Babcock Contract. Developer shall have no liability or obligation under this Agreement, other than for consultant fees pursuant to paragraph 12 of the Interlocal Planning Agreement approved by Charlotte County on January 24, 2006, above, in the event that the closing does not occur under the Babcock Contract for any reason or cause whatsoever. Charlotte County acknowledges that:

- a. in no event shall the Babcock Florida Company or any of its affiliates or shareholders be bound or obligated under the terms of this Agreement prior to the closing under the Babcock Contract; and
- b. this Agreement shall not be deemed to bind or otherwise adversely impact or prejudice the rights of the Babcock Florida Company or its shareholders with respect to any future potential transaction with Lee County, Charlotte County and DCA; and

- c. In the event that the closing on the Babcock Contract is not consummated for any reason, this Agreement shall terminate and Charlotte County shall have no further obligation under this agreement.

10. Recording: Submission to Florida Department of Community Affairs

Within 14 days after receiving notice of the closing on the Babcock Contract, the Clerk to the Board shall record the Agreement in the Public Records of Charlotte County. A copy of the recorded Agreement shall be submitted to the Florida Department of Community Affairs within 14 days after the Agreement is recorded. If this Agreement is amended, cancelled, modified, extended, or revoked, the Clerk shall have notice of such action recorded in the public records and such recorded notice shall be submitted to the Florida Department of Community Affairs.

11. Effective Date.

This Agreement shall be effective 30 days after its receipt by the Florida Department of Community Affairs. Notice of the effective date of this Agreement shall be provided by the Board to all affected parties to the Agreement.

12. Annual Review.

The Board shall review the development that is subject to this Agreement every 12 months, commencing 12 months after the Effective Date of this Agreement. The Board shall begin the review process by giving notice, a minimum of 30 days prior to the anniversary date for the effective date of this Agreement, to the Developer of its intention to undertake the annual review of this Agreement and of the necessity for the Developer to provide the following:

- a. An identification of any changes in the plan of development as contained in the Master Plan, or in any phasing for the reporting year and for the next year.
- b. If the Master Plan provided for phasing, a summary comparison of development activity proposed and actually conducted for the year.
- c. Identification of undeveloped tracts of land that have been sold to a separate entity other than Developer.
- d. An assessment of the Developer's compliance with each condition of approval set forth in this Agreement.
- e. Identification of significant local, state and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each.

Any information required of the Developer during a review shall be limited to that necessary to determine the extent to which the Developer is

proceeding in good faith to comply with the terms of this Agreement. For each annual review conducted during years 6 through 10 of this Agreement, the Board shall prepare a written report in accordance with rules promulgated by the state land planning agency. The report shall be submitted to the parties to the Agreement and the State land planning agency. If the County finds on the basis of substantial competent evidence that there has been a failure to comply substantially with the terms of the Agreement; the County may revoke or modify the terms of this Agreement in accordance with the procedures set forth in Provision 6.

13. Effect of Contrary State or Federal Laws.

In the event that any state or federal law is enacted after the execution of this Agreement that is applicable to and precludes the parties from complying with the terms of this Agreement, then this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal law. Prior to modifying or revoking this Agreement under this provision, the Board shall hold two public hearings.

14. Enforcement.

Either party, any aggrieved or adversely affected person, or the state land planning agency, may file an action for injunctive relief in the Circuit Court for Charlotte County to enforce the terms of this Agreement or to challenge compliance of this Agreement with the provisions of the Act. In the event the Board or the Developer is required to seek enforcement of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such action, including reasonable attorney's fees.

15. Notices.

- a. The parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

For the Board:	County Administrator
Charlotte County	
18500 Murdock Cir.	
Port Charlotte, FL 33948-1094	

with a copy to:	County Attorney
Charlotte County	
18500 Murdock Cir.	
Port Charlotte, FL 33948-1094	

For the Developer:	Sydney Kitson
MSKP III, Inc.	
Kitson & Partners	
9055 Ibis Blvd	
West Palm Beach, FL 33412	

- b. Any change in the person designated by a party to receive notices hereunder shall be communicated in writing to the representative of the other party designated hereunder.

16. Successors, Assigns, and Assignments.

This Agreement shall be binding upon the parties and their successors and assigns. This Agreement, or portions hereof, will not be assigned by Developer, except to District, without the express written approval of County, and such approval shall not be unreasonably withheld. In the event of an assignment to District or a proposed assignment to an entity(ies) other than District, the Developer shall provide notice to:

County Administrator
Charlotte County
18500 Murdock Cir.
Port Charlotte, FL 33948-1094

County Attorney
Charlotte County
18500 Murdock Cir.
Port Charlotte, FL 33948-1094

Notwithstanding the foregoing, County recognizes that developer may establish other entities, in addition to District, to exercise its various rights and responsibilities under this Agreement, and County does not object to such exercise by such other entities, as long as Developer, or one of its officers, retains control of the other entity.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MSKP III, INC.
a Florida corporation

By: _____

Its: _____

Spelt
Director

Print Name: _____

Witness

Print Name: _____

Witness

ATTEST:

Debbie J. Rice
4/20/06 Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

By: _____

Thomas G. Moore
Thomas G. Moore, Chairman

APPROVED AS TO FORM AND
CORRECTNESS

By: _____

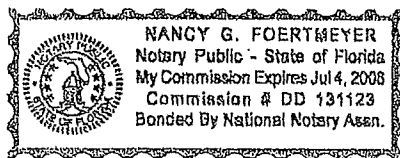
Janette S. Knowlton
Janette S. Knowlton, County Attorney

STATE OF FLORIDA

COUNTY OF ~~CHARLOTTE~~ West Palm Beach

The foregoing instrument was acknowledged before me this 17 day of April, 2006, by Sydney Kitzon, the Director of MSKP III, INC., a Florida corporation, who is ☒ personally known to me, or _____ who has produced _____ as identification and who _____ did/ _____ not take an oath.

Notary Seal



Nancy G. Foertmeyer
Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____


Nancy G. Foertmeyer
July 4, 2006

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 20 day of April, 2006, by Thomas G. Moore, the Chairman of The Board of County Commissioners of Charlotte County, Florida, who is ✓ personally known to me, or _____ who has produced _____ as identification and who _____ did/ _____ not take an oath.

Notary Seal

NOTARY PUBLIC-STATE OF FLORIDA
Bonnie S. Stoner
 Commission #DD447969
Expires: JULY 06, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Bonnie S. Stoner
Notary Public, State of Florida
Print Name: Bonnie S. Stoner
My Commission Expires: July 6, 2009

Exhibits

- Exhibit A - aerial photo showing the development area and Telegraph Swamp
- Exhibit B - preliminary legal description of the Property to be developed – the description will be finalized during the DRI process. That final description will be substituted for the one contained herein.
- Exhibit C-1 - BROD Master Plan for the Property
- Exhibit C-2 - Primary Greenway Plan
- Exhibit D - number and sizes of sites for public purposes
- Exhibit E - offsite road improvements, rights-of-way dimensions, and schedule
- Exhibit F - provision 12 of the Interlocal Agreement
- Exhibit G - Interdistrict roadways and roadways enhancing interdistrict transportation
- Exhibit H - Paragraph 33 of the State Contract

Exhibit "A"

(1 of 1)

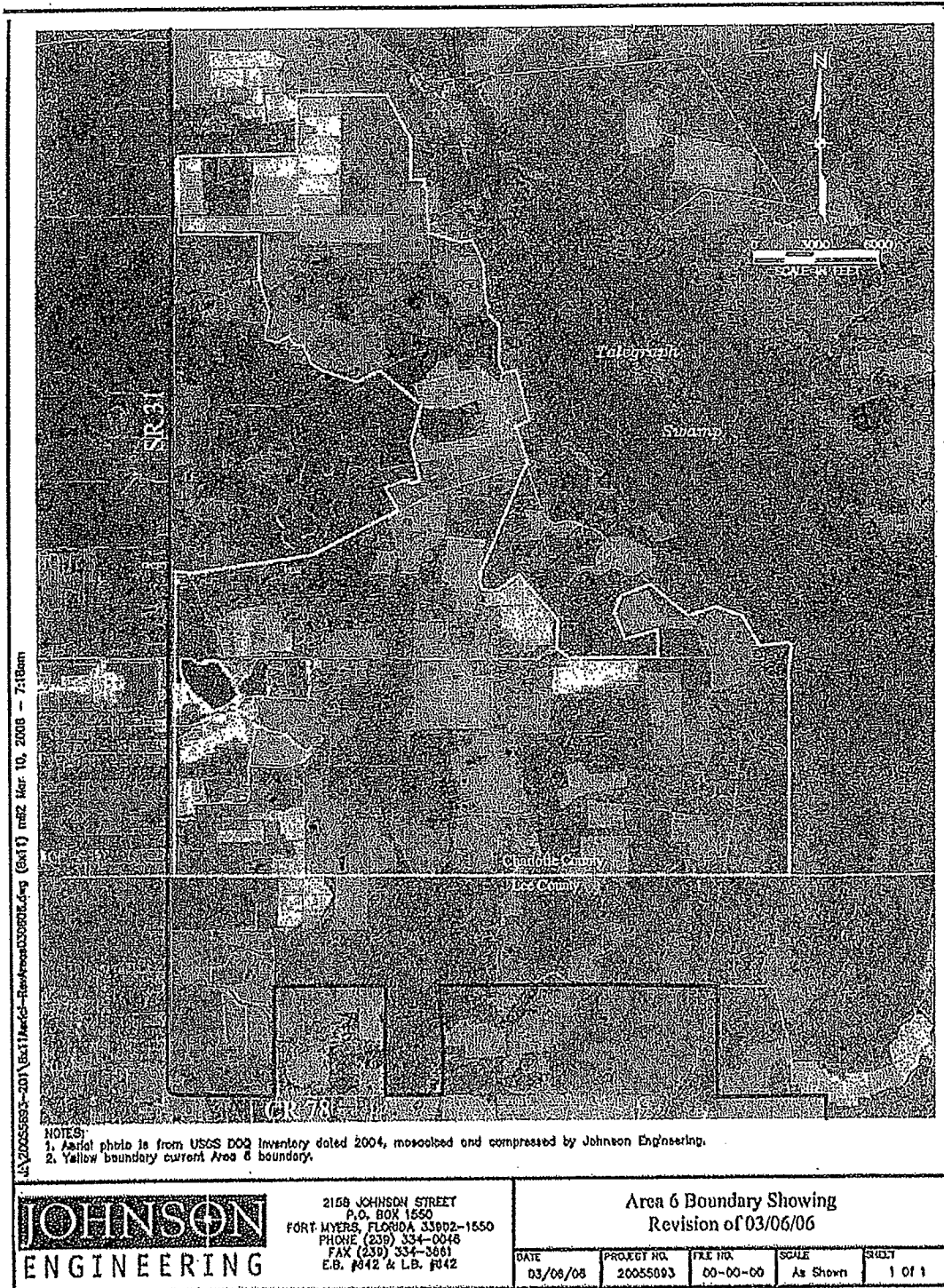


Exhibit "B"

(1 of 5)

DESCRIPTION

BABCOCK RANCH OVERLAY DISTRICT

LYING IN

SECTIONS 28, 29, 31 THROUGH 33, TOWNSHIP 41 SOUTH, RANGE 26 EAST,
AND SECTIONS 4 THROUGH 10, SECTIONS 15 THROUGH 17 AND
SECTIONS 19 THROUGH 36, TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA.

A parcel of land lying within Townships 41 and 42, Range 26 East, Charlotte County, Florida,
being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run
S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of
Beginning of the parcel of land herein described;

Thence along a line 300.00 feet East of, and parallel with, the East right-
of-way line for State Road No. 31, the following courses and distances:
N00°36'46"E a distance of 5336.09 feet; N00°26'10"E a distance of
5282.78 feet and N00°31'45"E a distance of 4197.65 feet; Thence
S77°54'41"E a distance of 707.35 feet; Thence N81°38'00"E a distance of
5168.06 feet; Thence N82°12'01"E a distance of 711.51 feet; Thence
N62°45'03"E a distance of 4638.50 feet; Thence N28°10'55"W a distance
of 1272.65 feet; Thence N69°50'23"E a distance of 1104.32 feet; Thence
S45°00'57"E a distance of 266.61 feet; Thence N71°59'01"E a distance of
448.55 feet; Thence N12°51'59"W a distance of 1862.42 feet; Thence
N13°56'09"E a distance of 1953.99 feet; Thence N50°03'22"W a distance
of 2565.68 feet; Thence S63°01'21"W a distance of 1215.04 feet; Thence
N70°04'12"W a distance of 1843.56 feet; Thence N57°46'34"W a distance
of 530.23 feet; Thence N24°01'11"W a distance of 975.16 feet; Thence
N86°25'58"W a distance of 385.81 feet; Thence N38°10'48"W a distance
of 551.49 feet; Thence S59°20'29"W a distance of 577.78 feet; Thence
N73°15'18"W a distance of 661.18 feet; Thence N09°11'59"E a distance
of 1325.91 feet; Thence N16°46'15"W a distance of 1740.31 feet; Thence
N00°01'22"W a distance of 2084.14 feet; Thence N89°25'59"W a distance
of 3804.51 feet to a point lying 300.00 feet East of the East right-of-way
line for State Road No. 31; Thence along a line 300.00 feet East of, and
parallel with, the East right-of-way line for State Road No. 31, the
following courses and distances: N00°34'01"E a distance of 789.90 feet
and N00°48'43"W a distance of 2979.88 feet; Thence N82°11'17"E a
distance of 5661.25 feet; Thence N00°00'03"W a distance of 2799.47 feet;
Thence N89°59'57"E a distance of 4295.48 feet; Thence S28°04'21"E a
distance of 2408.38 feet; Thence S00°00'00"W a distance of 1967.31 feet;
Thence S89°59'52"E a distance of 688.23 feet; Thence S00°00'29"E a
distance of 324.64 feet; Thence S39°50'11"E a distance of 190.87 feet;
Thence S00°00'03"E a distance of 1218.43 feet; Thence S89°51'42"E a
distance of 67.91 feet; Thence S01°26'06"E a distance of 897.46 feet;

Exhibit "B"

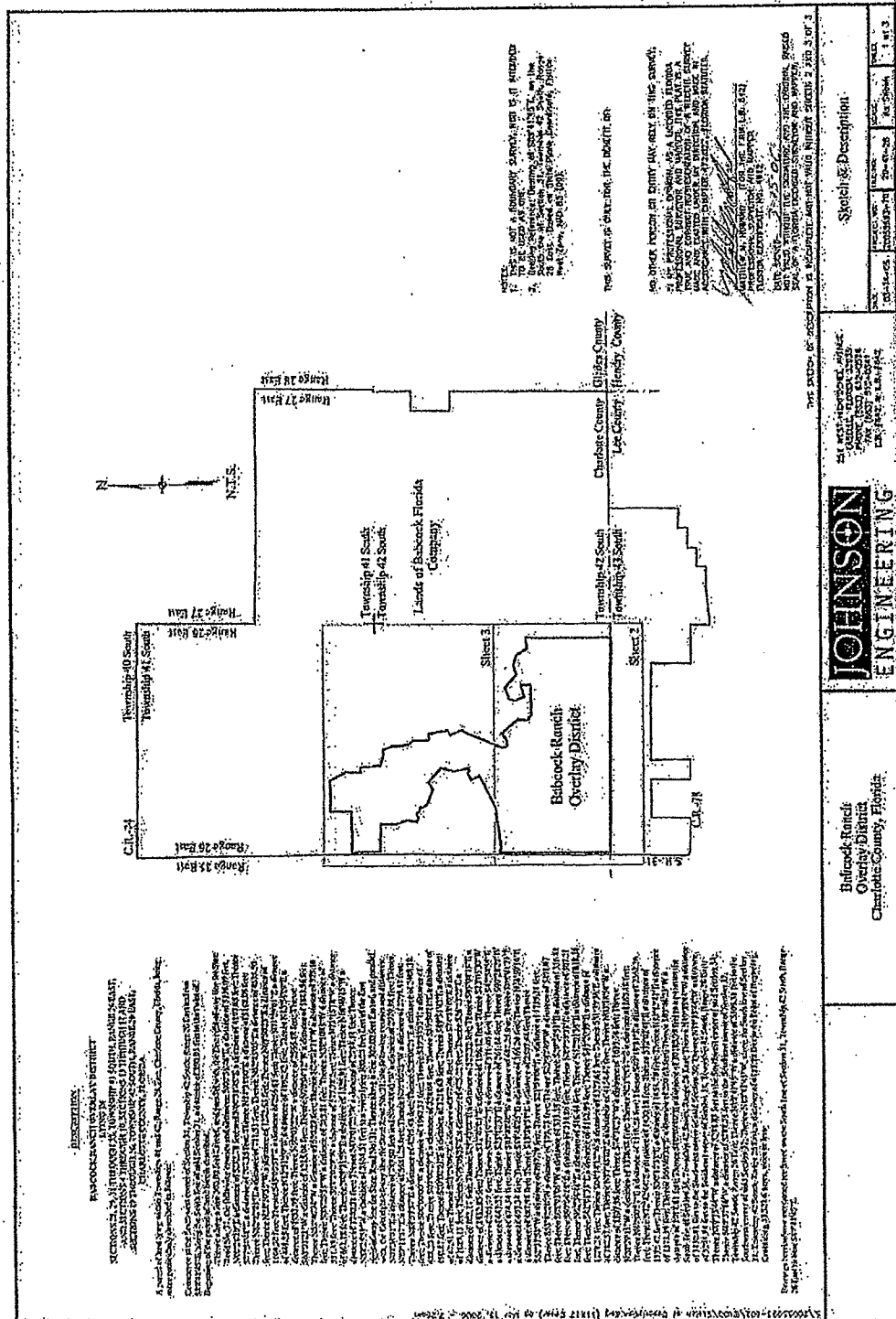
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Thence S74°19'19"E a distance of 1689.13 feet; Thence N79°06'55"E a distance of 475.22 feet; Thence S26°13'22"E a distance of 802.17 feet; Thence S19°47'08"E a distance of 527.22 feet; Thence S05°04'15"E a distance of 1832.85 feet; Thence S32°40'01"E a distance of 186.12 feet; Thence S13°05'30"W a distance of 201.97 feet; Thence S07°19'37"E a distance of 171.40 feet; Thence S42°54'55"E a distance of 643.22 feet; Thence S25°12'33"E a distance of 261.14 feet; Thence S00°28'20"W a distance of 674.54 feet; Thence S03°43'40"W a distance of 687.25 feet; Thence S08°01'21"E a distance of 493.34 feet; Thence S19°48'25"E a distance of 366.26 feet; Thence N78°50'16"E a distance of 687.98 feet; Thence S13°36'57"E a distance of 2507.44 feet; Thence S52°37'55"W a distance of 867.79 feet; Thence S21°59'06"E a distance of 1739.24 feet; Thence S55°42'26"W a distance of 195.73 feet; Thence S22°47'49"W a distance of 5491.07 feet; Thence S05°03'05"W a distance of 533.38 feet; Thence S20°54'51"E a distance of 336.88 feet; Thence S80°06'18"E a distance of 334.86 feet; Thence N89°59'33"E a distance of 307.21 feet; Thence N62°56'46"E a distance of 516.44 feet; Thence N52°01'16"E a distance of 818.38 feet; Thence S42°01'35"E a distance of 1162.99 feet; Thence S39°20'59"E a distance of 1779.24 feet; Thence S04°14'12"W a distance of 1329.65 feet; Thence S51°39'36"E a distance of 782.57 feet; Thence N89°45'02"E a distance of 4154.67 feet; Thence N00°18'50"W a distance of 1309.98 feet; Thence S74°38'25"W a distance of 1635.76 feet; Thence N20°29'11"W a distance of 1376.98 feet; Thence N21°08'17"E a distance of 865.48 feet; Thence N69°00'57"E a distance of 1518.26 feet; Thence S49°18'31"E a distance of 2362.36 feet; Thence N72°42'44"E a distance of 1430.88 feet; Thence S70°02'41"E a distance of 1332.47 feet; Thence S30°17'33"E a distance of 1686.70 feet; Thence N83°12'47"E a distance of 1373.39 feet; Thence S66°40'38"E a distance of 200.63 feet; Thence S05°46'23"W a distance of 1058.61 feet; Thence S00°09'40"E a distance of 10185.99 feet to a point on the South line of Section 36, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 3430.81 feet to the Southwest corner of said Section 36; Thence N89°35'44"W a distance of 5294.84 feet to the Southeast corner of Section 34, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 5294.83 feet to the Southwest corner of said Section 34; Thence N89°37'16"W a distance of 5289.35 feet to the Southeast corner of Section 32, Township 42 South, Range 26 East; Thence N89°41'45"W a distance of 5306.31 feet to the Southwest corner of said Section 32; Thence N89°41'45"W, along the South line of Section 31, Township 42 South, Range 26 East, a distance of 4889.98 feet to the Point of Beginning.

Containing 13,521.6 acres, more or less.

Bearings hereinabove mentioned are based on the South line of Section 31, Township 42 South, Range 26 East to bear S89°41'45"E.

WPB.876550,1



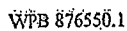


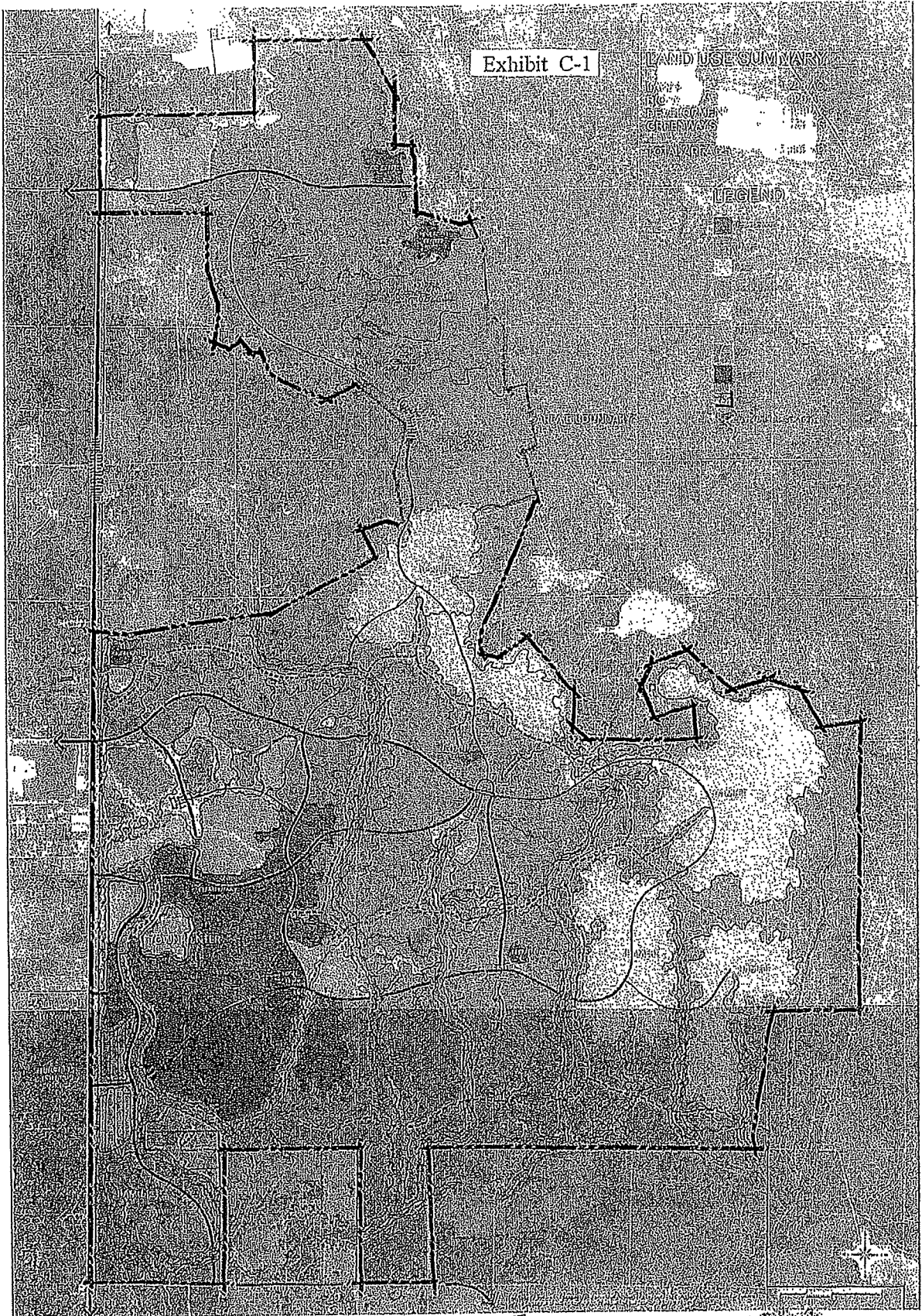
Exhibit C-1

LAND USE SUMMARY

LAND	12,250	100%
WATER	1,250	10%
DEVELOPMENT	1,250	10%
GREENWAYS	1,250	10%
TOTAL	12,250	100%

LEGEND

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Babcock Ranch

BRAND NEW
BROOKLYN
BROOKLYN

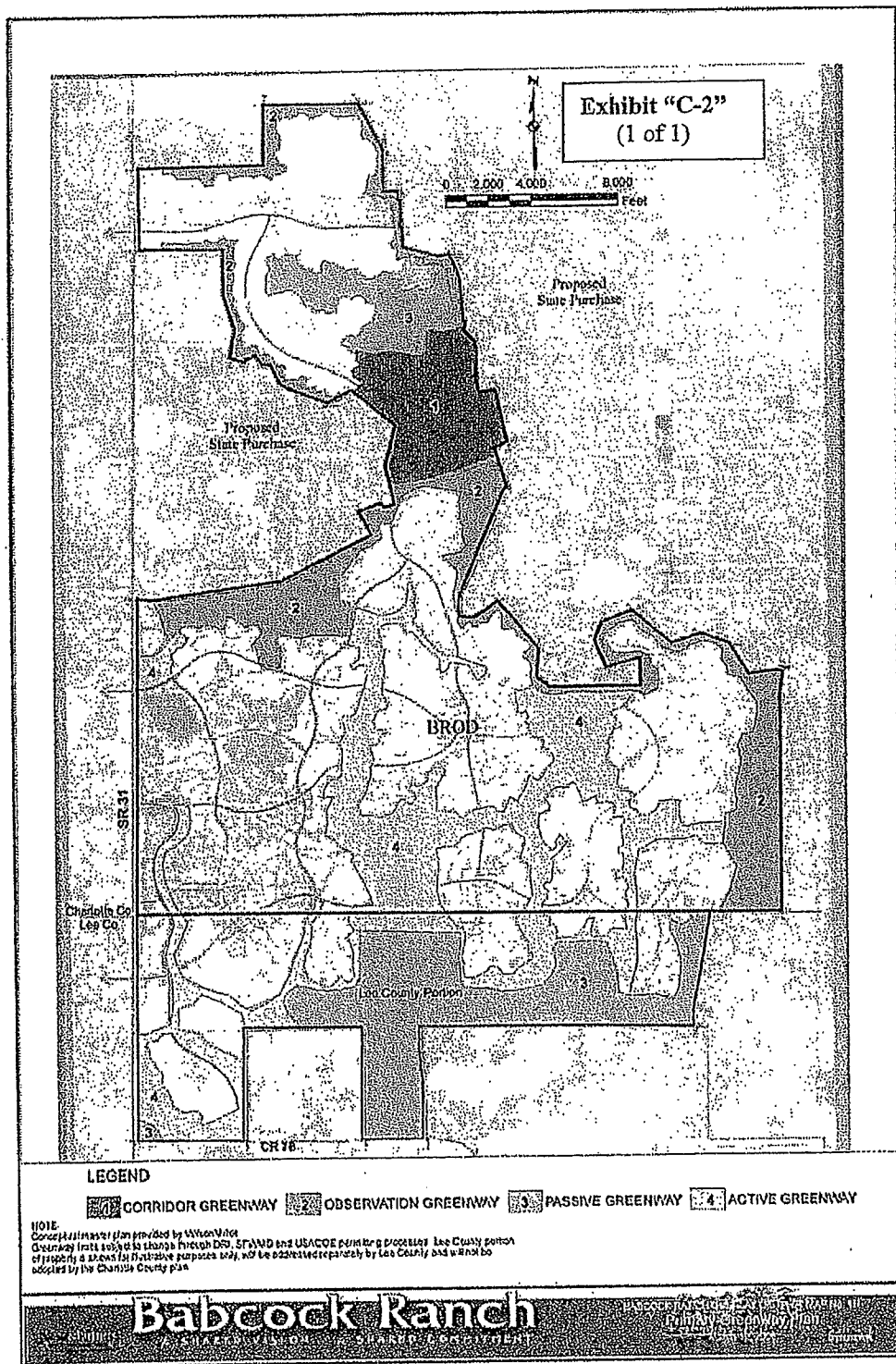


Exhibit "D"

Summary of Land Dedication & Facilities Construction

Site & Building Dedication/Construction Timeline

Public Facilities Required	Site Dedication (acre)	Number of Sites	Sheet Bldg. Required (sq. ft.)	Criteria for County Facility Opening (by CIO)	Phase I 2010-2015	Phase II 2016-2020	Phase III 2021-2025	Phase IV 2026-2030
The criteria for determining public facility self-completion and/or land dedication shall be by certificate of occupancy (C/O) referenced below.								
Parks, Recreation and Cultural Resources								
Community Park/Regional Park	77.9	1	6500 sq	5,500th C/O				
Neighborhood Parks (Village Parks)	58.4	7	2500 sq	500th C/O-5				
Mini Parks - 8	19.5	11						
Library Component	15.0	1	24000 sq	10,000th C/O				
Regional park and community park to be centrally located	100.0	1	6,500 sq	5,800th C/O				
Fire/Rescue								
Site #1 (8,000sq bldg)	2.0	1 sq	8,000	EMS vehicle by 500th C/O - Fire Station by 5,000th C/O				
Site #2 (6,500sq bldg)	2.0	1 sq	8,100	2nd Fire Station/Sheriff Joint Bldg-10,000th C/O				
Site #3 (8,000sq bldg)	3.0	1 sq	10,600	3rd Fire Station/Sheriff Joint Bldg-15,000th C/O				
Site #4 (6,500sq bldg)	2.0	1	6,500	4th Fire Station-17,000th C/O				
Fire & Police Communications Tower Site #11		1		Site Identification and dedication by 1st C/O				
Law Enforcement								
Notes: Sheriff facilities to be co-located with this facility except for first Sheriff's Sub-Station.	1.0	1	2,800	Free standing Sheriff's Sub-station - 9				
The District shall place an interim fully operational trailer, located next to the existing fire station located on SR-231 and will utilize the trailer serving the existing fire station, to serve the trailer.				Interim sub-station sheriff's trailer				
Public Facilities								
County Annex - "County Hall"			20,000	By the issuance of this 7,000th C/O-14				
Solid Waste								
Site #1	6.0	1	n/a	Prior to the issuance of this 1st C/O				
Extension Services								
Site #1	24.0	1	n/a	Prior to the issuance of the 1st C/O				
Mosquito Control pre-fab bldg	1.0	1	3,000 sq	Prior to the issuance of this 1000th C/O				
Site #2	1.0	1	n/a	Prior to the issuance of the 1st C/O				
Total page 1			312.5					

Community Park building and park site improvements by the 5,900th duC/O.

1-Neighborhood Park #1 w/ Park & restrooms (600th C/O within Neighborhood).

2-Neighborhood Park #283. w/ Park & restrooms (600th C/O within Neighborhood).

2-Neighborhood Park #485 w/ Park & restrooms (600th C/O within Neighborhood).

2-Neighborhood Park #887 w/ Park & restrooms (600th C/O within Neighborhood).

As Neighborhoods develop

As Neighborhoods develop

Phase I - 20,000 sq building by the 10,000th duC/O.

Regional Park building and park site improvements by the 5,900th duC/O.

Phase II Library by the 15,000th C/O

2nd, 9,100sq Fire Station (incl sheriff's sub-station) by the 10,000th C/O

3rd, 10,600sq Fire Station (incl sheriff's sub-station) by the 15,000th C/O

3rd, 6,500sq Fire Station by the 17,000th C/O

The County Hall building will be operated by the issuance of the 7,000th C/O.

Prior to the issuance of the 1000th C/O

Summary of Land Dedication & Facilities Construction

Schools	Public Facilities Required	Site Dedication Acreage	Number of Sites	Shell Bldg Square footage Required	Criteria for County Facility Opening
Elementary Schools	1	20.0	3	n/a	By approval of the plat within which the site is located.
Middle Schools	1	30.0	1	n/a	By approval of the plat within which the site is located.
High Schools	1	50.0	1	n/a	By approval of the plat within which the site is located.
Educational Service Center	1	25.0	1	n/a	Dedication along with the 1st school site dedication.
sub-total page 2		185.0			see above.
Grand total pages 1 & 2		477.5			

Notes to exhibit "D":

- 21 Community park bldg improvements to include community center, plus pavilion and restrooms.
- 22 Neighborhood parks (village park) to include pavilion and restrooms.

2. Planned library option. The developer shall be required to fund the construction of a 24,000-sq-ft library shell building. The County may desire to construct a library facility costing 40,000 sq. ft. The County and the developer agree to cooperate, with respect to the design, construction and funding of this library facility. The developer shall fund the library shell building costs for 24,000 sq. ft. and the County shall fund the construction of the library shell building costs for 16,000 sq. ft., in addition to the construction completion of the library facility described herein.

*4. Fire Rescue and Sheriff's Dept (sub-station) will be co-located. Except as provided for in note #9 below, all other information, descriptions, or other material furnished, located or otherwise obtained by the City of San Francisco shall be confidential and shall not be disclosed to the public.

PR of 4-Eire/m²sq: bldg sizes have been idg'd as per 2 500 sq ft

#10 For people experiencing a third slipped disc, we located facility [2:01:44] Fire/rescue blug sizes have been increased by 200-300-400mm, 300-400-500mm, 400-500-600mm, 500-600-700mm, 600-700-800mm, 700-800-900mm, 800-900-1000mm, 900-1000-1100mm, 1000-1100-1200mm, 1100-1200-1300mm, 1200-1300-1400mm, 1300-1400-1500mm, 1400-1500-1600mm, 1500-1600-1700mm, 1600-1700-1800mm, 1700-1800-1900mm, 1800-1900-2000mm, 1900-2000-2100mm, 2000-2100-2200mm, 2100-2200-2300mm, 2200-2300-2400mm, 2300-2400-2500mm, 2400-2500-2600mm, 2500-2600-2700mm, 2600-2700-2800mm, 2700-2800-2900mm, 2800-2900-3000mm, 2900-3000-3100mm, 3000-3100-3200mm, 3100-3200-3300mm, 3200-3300-3400mm, 3300-3400-3500mm, 3400-3500-3600mm, 3500-3600-3700mm, 3600-3700-3800mm, 3700-3800-3900mm, 3800-3900-4000mm, 3900-4000-4100mm, 4000-4100-4200mm, 4100-4200-4300mm, 4200-4300-4400mm, 4300-4400-4500mm, 4400-4500-4600mm, 4500-4600-4700mm, 4600-4700-4800mm, 4700-4800-4900mm, 4800-4900-5000mm, 4900-5000-5100mm, 5000-5100-5200mm, 5100-5200-5300mm, 5200-5300-5400mm, 5300-5400-5500mm, 5400-5500-5600mm, 5500-5600-5700mm, 5600-5700-5800mm, 5700-5800-5900mm, 5800-5900-6000mm, 5900-6000-6100mm, 6000-6100-6200mm, 6100-6200-6300mm, 6200-6300-6400mm, 6300-6400-6500mm, 6400-6500-6600mm, 6500-6600-6700mm, 6600-6700-6800mm, 6700-6800-6900mm, 6800-6900-7000mm, 6900-7000-7100mm, 7000-7100-7200mm, 7100-7200-7300mm, 7200-7300-7400mm, 7300-7400-7500mm, 7400-7500-7600mm, 7500-7600-7700mm, 7600-7700-7800mm, 7700-7800-7900mm, 7800-7900-8000mm, 7900-8000-8100mm, 8000-8100-8200mm, 8100-8200-8300mm, 8200-8300-8400mm, 8300-8400-8500mm, 8400-8500-8600mm, 8500-8600-8700mm, 8600-8700-8800mm, 8700-8800-8900mm, 8800-8900-9000mm, 8900-9000-9100mm, 9000-9100-9200mm, 9100-9200-9300mm, 9200-9300-9400mm, 9300-9400-9500mm, 9400-9500-9600mm, 9500-9600-9700mm, 9600-9700-9800mm, 9700-9800-9900mm, 9800-9900-10000mm, 9900-10000-10100mm, 10000-10100-10200mm, 10100-10200-10300mm, 10200-10300-10400mm, 10300-10400-10500mm, 10400-10500-10600mm, 10500-10600-10700mm, 10600-10700-10800mm, 10700-10800-10900mm, 10800-10900-11000mm, 10900-11000-11100mm, 11000-11100-11200mm, 11100-11200-11300mm, 11200-11300-11400mm, 11300-11400-11500mm, 11400-11500-11600mm, 11500-11600-11700mm, 11600-11700-11800mm, 11700-11800-11900mm, 11800-11900-12000mm, 11900-12000-12100mm, 12000-12100-12200mm, 12100-12200-12300mm, 12200-12300-12400mm, 12300-12400-12500mm, 12400-12500-12600mm, 12500-12600-12700mm, 12600-12700-12800mm, 12700-12800-12900mm, 12800-12900-13000mm, 12900-13000-13100mm, 13000-13100-13200mm, 13100-13200-13300mm, 13200-13300-13400mm, 13300-13400-13500mm, 13400-13500-13600mm, 13500-13600-13700mm, 13600-13700-13800mm, 13700-13800-13900mm, 13800-13900-14000mm, 13900-14000-14100mm, 14000-14100-14200mm, 14100-14200-14300mm, 14200-14300-14400mm, 14300-14400-14500mm, 14400-14500-14600mm, 14500-14600-14700mm, 14600-14700-14800mm, 14700-14800-14900mm, 14800-14900-15000mm, 14900-15000-15100mm, 15000-15100-15200mm, 15100-15200-15300mm, 15200-15300-15400mm, 15300-15400-15500mm, 15400-15500-15600mm, 15500-15600-15700mm, 15600-15700-15800mm, 15700-15800-15900mm, 15800-15900-16000mm, 15900-16000-16100mm, 16000-16100-16200mm, 16100-16200-16300mm, 16200-16300-16400mm, 16300-16400-16500mm, 16400-16500-16600mm, 16500-16600-16700mm, 16600-16700-16800mm, 16700-16800-16900mm, 16800-16900-17000mm, 16900-17000-17100mm, 17000-17100-17200mm, 17100-17200-17300mm, 17200-17300-17400mm, 17300-17400-17500mm, 17400-17500-17600mm, 17500-17600-17700mm, 17600-17700-17800mm, 17700-17800-17900mm, 17800-17900-18000mm, 17900-18000-18100mm, 18000-18100-18200mm, 18100-18200-18300mm, 18200-18300-18400mm, 18300-18400-18500mm, 18400-18500-18600mm, 18500-18600-18700mm, 18600-18700-18800mm, 18700-18800-18900mm, 18800-18900-19000mm, 18900-19000-19100mm, 19000-19100-19200mm, 19100-19200-19300mm, 19200-19300-19400mm, 19300-19400-19500mm, 19400-19500-19600mm, 19500-19600-19700mm, 19600-19700-19800mm, 19700-19800-19900mm, 19800-19900-20000mm, 19900-20000-20100mm, 20000-20100-20200mm, 20100-20200-20300mm, 20200-20300-20400mm, 20300-20400-20500mm, 20400-20500-20600mm, 20500-20600-20700mm, 20600-20700-20800mm, 20700-20800-20900mm, 20800-20900-21000mm, 20900-21000-21100mm, 21000-21100-21200mm, 21100-21200-21300mm, 21200-21300-21400mm, 21300-21400-21500mm, 21400-21500-21600mm, 21500-21600-21700mm, 21600-21700-21800mm, 21700-21800-21900mm, 21800-21900-22000mm, 21900-22000-22100mm, 22000-22100-2

[illegible]

5. Must be completed and turned over prior to the South CIO for the village, within which it is located.

*6 First school may be developed as an interim school within a commercial building, located within the Town Center, or in some other facility, agreed to between the School Board and the District. This school board and the District shall determine the timing of the dedication of the required school sites and the educational service center, required above, during the DRI review process. During this time, the School Board and the District will negotiate an arrangement for the bonded construction, "baseball" style, of the new school. Once this plan is approved, the School Board and the District will negotiate an arrangement for the bonded construction, "baseball" style, of the new school.

"7. Pre-fab building to include two offices, two bays for vehicle and equipment and chemical storage. This facility shall be ADA-compliant and shall include all required utilities, parking and landscaping.

8 Mini parks required herein shall be designed, developed and maintained by the Developer, the District or the master property owner's association. The mini parks shall not be dedicated to the County.

First Shell's sub-station to be operational by the installation of the 100th GVO issued in the first phase of development and stand alone facility initially (see p.10 below).

10 The first fire station building will be co-located with the first (stand alone) sheriff's sub-station facility, contemplated in #9 above. As the first sheriff sub-station will precede the first new fire station site, the first sheriff's sub-station will be designed to accept a fire station facility.

*11 A communication tower site for the exclusive use of the FireEMS and Shonoff department will be located by the developer and will be located in the County by the assistance of the first residential CIO.

"12. A fireman sheriff's sub-station trailer will be located next to the existing fire station site located on SR 34. The fireman trailer will connect to the utilities that service the existing fire station. The trailer will be fully operational by the issuance of the first land development permit and will be terminated upon the opening of the Fire station Sheriff's sub-station facility.

*14. A County Annex building will be constructed per the shell requirements of the Developer's Agreement. This facility will be designed as a gathering place for community residents and as County Commission and key staff satellite offices. Appropriate operations shall be served from this facility. The County may choose to construct the shell building earlier than the 7,000 sq. ft. following which the District will be responsible to maintain the exterior of the building and all site improvements constructed to support the County Annex building until the building is sold and occupied by the County (7,000 sq. ft.). The County at its option may increase the size of the County Annex and fund said expansion.

Site & Building Dedication Timeline:

Phase I	Phase II	Phase III	Phase IV
2010-2015	2016-2020	2021-2025	2026-2030

This phase reference above is an estimate only. The criteria for determining public facility shall comply with the following:

- 5,900 CJO or before if requested by School Board.
- 8,700 CJO or before if requested by School Board.
- 13,000 CJO or before if requested by School Board.
- 3,700 CJO or before if requested by School Board.
- 11,000 CJO or before if requested by School Board.
- 5,900 CJO or before if requested by School Board.

The phase reference above is an estimate only. The criteria for determining public facility shell completion and/or land dedication shall be by certificate of occupancy (C/O).

Significant Notes:

- 1) All dedications and construction, required under this schedule, shall be completed and turned over based on a dwelling unit certificate of occupancy use threshold required above.
- 2) The said building construction required above, shall be completed by the Developer one (1) year prior to the Inauguration of the CIO, relevant in the column entitled "Criteria for County Facility Opening".

Exhibit E

BABCOCK RANCH PLAN AMENDMENT RECOMMENDED ROADWAY IMPROVEMENTS WITH 22% INTERNAL CAPTURE 2030 COST ESTIMATES

CHARLOTTE COUNTY

Roadway	From	To	(4) # Lanes	2030 # Lanes	# of Lanes Added	Length (Miles)	Cost Per Lane Mile	Total Cost	Mitigation Percentage	Mitigation Amount	Anticipated Phase
SR 31	Lee County Line	M Project Entrance	2	4	2	4.90	\$2,200,000 (1)	\$21,560,000 (2)	1,000,000 (3)	\$21,560,000	2015
	Lee County Line	M Project Entrance	4	6	2	4.90	\$2,200,000 (1)	\$21,560,000 (2)	1,000,000 (3)	\$21,560,000	2015 (6)
	M Project Entrance	CR 74	2	4	2	7.21	\$2,200,000 (1)	\$31,724,000 (2)	1,000,000 (3)	\$31,724,000	2015
	M Project Entrance	CR 74	4	6	2	7.21	\$2,200,000 (1)	\$31,724,000 (2)	1,000,000 (3)	\$31,724,000	2020 (6)
CR 74	Piper Road	SR 31	2	4	2	14.76	\$2,200,000 (1)	\$64,944,000 (2)	1,000,000 (3)	\$64,944,000	2015
	Piper Road	SR 31	4	6	2	7.38	\$2,200,000 (1)	\$32,472,000 (2)	1,000,000 (3)	\$32,472,000	2030
US 17	CR 74	Washington Loop Road	4	6	2	2.98	\$2,200,000 (1)	\$13,112,000 (2)	0.333333 (3)	\$4,371,000	2030
Babcock N/S Road	Lee County Line	M Project Entrance	0	6	6	5.90	\$2,200,000 (1)	\$77,880,000 (2)	1,000,000 (3)	\$77,880,000	2020

Proportionate Share	\$122,598,000
100% Mitigation	\$163,636,000
Total	\$286,235,000
Total Less Babcock N/S Road	\$208,355,000

FOOTNOTES

- (1) Source: Charlotte County Public Works Department. Includes preliminary engineering, design, construction engineering inspection, right-of-way and related overhead costs.
- (2) Proportionate Share - Project traffic as a percentage of capacity added.
- (3) 100% mitigation.
- (4) 2030 Cost Possible Needs number of lanes.
- (5) Maximum number of lanes shown. Actual number of lanes may be widening and parallel facilities, such as Nale Grade Road Extension, Babcock N/S Road, and others.

Exhibit E

BABCOCK RANCH PLAN AMENDMENT RECOMMENDED ROADWAY IMPROVEMENTS WITH 50% INTERNAL CAPTURE 2030 COST ESTIMATES

CHARLOTTE COUNTY

Roadway	From	To	(4) # Lanes	2030 # Lanes	# of Lanes Added	Length (Miles)	Cost Per Lane Mile	Total Cost	Mitigation Percentage	Mitigation Anticipated Amount	Anticipated Phase
SR 31	Lee County Line	M Project Entrance	2	4	2	4.90	\$2,200,000 (1)	\$21,560,000	1.000000 (2)	\$21,560,000	2015
	Lee County Line	M Project Entrance	4	8	2	4.90	\$2,200,000 (1)	\$21,560,000	1.000000 (3)	\$21,560,000	2015
	M Project Entrance	CR 74	2	4	2	7.21	\$2,200,000 (1)	\$31,724,000	1.000000 (2)	\$31,724,000	2015
	M Project Entrance	CR 74	4	8	2	7.21	\$2,200,000 (1)	\$31,724,000	1.000000 (3)	\$31,724,000	2020
CR 74	Piper Road	SR 31	2	4	2	14.76	\$2,200,000 (1)	\$54,944,000	1.000000 (2)	\$54,944,000	2015
Babcock NIS Road	Lee County Line	M Project Entrance	0	2	2	5.90	\$2,200,000 (1)	\$25,960,000	1.000000 (3)	\$25,960,000	2020
									Proportionate Share	\$144,189,000	
									100% Mitigation	\$53,284,000	
									Total	\$197,472,000	
									Total Less Babcock NIS Road	\$171,512,000	

FOOTNOTES:

- (1) Source: Charlotte County Public Works Department. Includes preliminary engineering, design, construction engineering inspection, right-of-way and related overhead costs.
- (2) Proportionate Share - Project Route 45-4 percentage of liability paid.
- (3) 100% mitigation.
- (4) 2030 Cost Feasible Needs number of lanes.
- (5) Maximum number of lanes shown. Actual number of lanes may be widening and parallel facilities, such as Nalle Grap Road Extension, Babcock NIS Road, and others.

BARB DOCK RANCH PLAN AND NOBENT
RECOMMENDED ROAD IMPROVEMENTS WITH 50% INTERVAL CAPTURE
2010 COST ESTIMATES
LEE COUNTY

[illegible][illegible]

Exhibit "F"

12. Contingent upon Execution by the Board of Trustees of the Internal Improvement Trust Fund, the Florida Fish and Wildlife Commission ("FFWC"), Lee County, and Kitson of the State Purchase Contract and Other Events, The rights and obligations under this agreement shall be of no further force and effect if:

(a) the Trustees, FFWC, Lee County, and Kitson do not execute the State Purchase Contract (with "Paragraph 33 Water Resources" in the form acceptable to the Board of County Commissioners of Charlotte County) for the purchase by the State of approximately 73,476.5 acres of the Babcock Ranch lands ("State Purchase Contract"); or

(b) Kitson does not close on the Babcock Contract to acquire the stock of Babcock;

(c) Charlotte County does not adopt the Charlotte Area 6 Amendments to its Comprehensive Plan and Land Development Code, allowing densities and intensities acceptable to Kitson; or such adopted Charlotte Area 6 Amendments and Land Development Code have not become final as adopted, whether or not challenged or appealed; or

(d) Kitson does not file by June 30, 2006 the applications with the Counties for the comprehensive plan amendments contemplated by provision 6 of this Agreement, subject to extension as set forth in provision 11 above.

Exhibit "G"

CHARLOTTE COUNTY PUBLIC WORKS CRITERIA FOR APPLICATION OF INTER DISTRICT IMPACT FEES

It 3/15/06

The roadway should be a hurricane evacuation route, or connects to two hurricane evacuation routes

The roadway should meet criteria of the Regional Multi-Modal Transportation System (MPO) which requires all arterials be designated Hurricane Evacuation routes per the local comprehensive plan.

Adopted roads for Interdistrict Impact Fees include:

US 41

Veteran's Boulevard

SR 776

Adopted roads meeting "enhancement" criteria

Edgewater Corridor

Additional roads meeting "enhancement" criteria, hurricane evacuation, or Regional Multi-Modal Transportation criteria thus being eligible for Inter District Impact fee funding for future projects:

Hurricane Evacuation Route:

SR 39 Toledo Blade Blvd.
CR 74 Belmont Road
CR 765 Bunt Store Road
CR 768 Jones Loop Road
CR 771 Gasparilla Road
CR 775 Placida Road
CR 769 Kings Highway
CR 776 Harborview Road
Pine Street
CR 762 Tuckers Grade
Aqui Esta
Winchester Blvd.
Midway Blvd.
Piper Road

RMITS Criteria:

SR 39 Toledo Blade Blvd.
CR 74 Belmont Road
CR 765 Bunt Store Road
North Jones Loop Road
CR 771 Gasparilla Road
CR 775 Placida Road
CR 769 Kings Highway
CR 776 Harborview Road
Pine Street
CR 762 Tuckers Grade
Aqui Esta
Winchester Blvd.
Piper Road

Edgewater connects SR 776 to US 41, eligible in the enhancement criteria of connecting two designated hurricane evacuation routes.

Midway Blvd connects Edgewater to US 41, and US 41 to Kings Highway, eligible in the enhancement criteria of connecting two designated hurricane evacuation routes.

Exhibit "H"

33. WATER RESOURCES.

(A) As a result of the merger under the provisions of the Babcock Contract, Town and Country Utility Company will be wholly owned by Seller's parent company. Town and Country Utility Company holds Florida Public Service Commission Certificate No. 613 W as the exclusive water service provider for the Property and the Retained Property. Town and Country Utility Company is also the lessee under the provisions of a lease for well sites and access thereto granted by Babcock. Town and Country Utility Company, its successors and assigns, but not a receiver appointed under the provisions of Section 367.165, Florida Statutes, is hereinafter referred to as "Utility". Seller agrees that Seller shall cause the Utility's Public Service Commission Certificate to be released and terminated with respect to the Property as applied to each Takedown Parcel acquired by the Purchaser as soon as practicable after closing thereon.

(B) On or before each Takedown, Seller shall amend those certain Lease Agreements dated October 5, 1998, and May 17, 1999, as amended, between Babcock Florida Company and Town and Country Utilities Company so that such Leases will be terminated with respect to and no longer encumber the applicable Takedown Parcel.

(C) Prior to the Closing of each Takedown Parcel that has a surface water control structure, the parties hereto will agree upon the following, working in conjunction with the South Florida Water Management District: (i) the range of seasonal control elevations for surface water on such Takedown Parcel; and (ii) the party responsible for the operation, management and maintenance of such structure in order to protect natural areas and for the purposes of flood control on the Property and on Seller's Retained Property.

(D) Pursuant to Chapters 253 and 259, Florida Statutes, and 18-2, Florida Administrative Code, Trustees may grant proprietary authorization for the use of state-owned lands provided that the proposed use is compatible with and consistent with the purpose for which the lands were acquired.

At such a time as Charlotte County has demonstrated the need and demand for a public water supply beyond its current capacity to the satisfaction of the regulatory agency with jurisdiction to allocate and permit the withdrawal of water and it has obtained a consumptive use permit for such a purpose, it may apply for the use of the Property for the location of well sites, the installation of necessary pipelines and the installation of electrical utilities for such withdrawal. It is anticipated that the initial application will be for 10 MGD. Charlotte County may apply for a greater amount of withdrawal if there is a demonstrated need and demand for public water supply beyond 10 MGD to the satisfaction of the regulatory agency with jurisdiction to allocate and permit the withdrawal of water and it has obtained a consumptive use permit for such a purpose. Charlotte County is authorized access to the Property solely for the purpose of applying for the consumptive use permit and conducting studies associated with the same. The Division of State Lands as staff to the Trustees shall accept and process an application from Charlotte County for the use of the Property for such purposes and agenda such application for consideration by the Trustees if the application meets the criteria of Paragraph 33(D) of this Agreement. Any such application must provide that:

1. No such well site shall be provided on any portion of the Property lying within Lee County; and

2. The use of the Property for withdrawal of water by Charlotte County shall be solely for public water supply purposes and not for wholesale or retail sale outside Charlotte County; and

3. Any pipeline proposed to be used for transferring water across Telegraph Swamp shall be co-located along the existing water control structures or immediately adjacent thereto. Well sites and any easements for water pipelines and electrical utilities necessary to transport the water withdrawn from the Property shall be located along existing roads and in previously impacted areas or designed in such a way as to create the least environmental impact. In no event will any well site or easements for water transport be located in wetlands or environmentally sensitive areas, including but not limited to Telegraph Cypress Swamp.

4. Any proprietary use granted by the Trustees to Charlotte County as provided for in this paragraph 3(D) or otherwise for the placement of water wells on the Property and the transport of water from such wells across the Property shall require consideration to be paid by Charlotte County to Trustees:

Nothing herein shall be construed to affect the exercise of any regulatory authority of the applicable Water Management District under Chapter 373, Florida Statutes, the Florida Department of Environmental Protection or the Florida Land and Water Adjudicatory Commission under Chapter 373, Florida Statutes, or to provide any assurances that a consumptive use permit will be issued to withdraw water from well sites on the Property. Nothing herein shall be construed to constitute Trustees' authorization to Charlotte County or others to use the Property for any purpose not specified herein. Any authorization for the use of the Property may only be granted by the Trustees and is not subject to delegation of authority.

(E) The parties hereto acknowledge and agree that it is the intention of Seller and Utility to provide water and wastewater service wholly within the Retained Property, and that the Seller shall not use any portion of the Property or its resources for such purposes except as provided in paragraph 12. G of this Agreement for Sale and Purchase. Seller will comply with all applicable permitting requirements under Chapter 373, Florida Statutes. Nothing herein shall be construed to affect the exercise of any regulatory authority of the applicable Water Management District under Chapter 373, Florida Statutes, Florida Department of Environmental Protection or the Florida Land and Water Adjudicatory Commission under Chapter 373, Florida Statutes.

Babcock Mixed-Use District

- I.5.b. Interlocal Planning Agreement between Charlotte and Lee Counties, MSKP, III, Inc. and Florida Department of Community Affairs

FINAL 12/2/05

**INTERLOCAL PLANNING AGREEMENT
FOR THE BABCOCK RANCH**

This Agreement for Interlocal Planning of the Babcock Ranch (the "Interlocal Planning Agreement") is entered into between MSKP III, Inc. ("Kitson"), a Florida corporation, whose mailing address is 9055 Ibis Boulevard, West Palm Beach, Florida, 33412, Florida Department of Community Affairs ("DCA"), whose principal place of business is 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399; Lee County, Florida ("Lee County"), a political subdivision of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902; and Charlotte County, Florida ("Charlotte County"), a political subdivision of the State of Florida, whose mailing address is 18500 Murdock Circle, Room 573, Port Charlotte, Florida 33948.

WHEREAS, the purpose of this agreement is to outline certain steps that could achieve the potential preservation of the vast majority of the Babcock Ranch and the potential development of the remaining portion of the Babcock Ranch, along with a process for consideration by the various governmental entities of applications as described below, with the express understanding that this agreement does not grant any approvals or commit the various governments to grant any approvals; and

WHEREAS, the State of Florida, Lee County, Charlotte County, the southwest Florida community and environmental organizations have long been desirous of establishing a contiguous wildlife protection area from Lake Okeechobee to the Charlotte Harbor Estuary Project, thus providing a regional habitat corridor for wildlife movement; and

WHEREAS, preserving and restoring a majority of the Babcock Ranch is a significant component of Everglades restoration; and

WHEREAS, Babcock Florida Company ("Babcock"), a Florida corporation, whose mailing address is 8000 State Road 31, Punta Gorda, Florida 33982 is the current owner of 81,499 +/- acres in Charlotte County and 9,862 +/- acres in Lee County for a total ownership of approximately 91,361 +/-

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acres (collectively referred to herein as the "Babcock Ranch") as generally depicted on the map attached hereto, and incorporated by reference herein, as Attachment A; and

WHEREAS, efforts by the State of Florida and others to purchase the entirety of the Babcock Ranch have been in the past unsuccessful and negotiations for such potential public purchase ceased; and

WHEREAS, Kitson, by and through certain affiliated entities, has entered into that certain Merger Agreement dated as of July 1, 2005 ("Babcock Contract"), whereby, under certain conditions (including paying all of Babcock's corporate taxes associated with the sale to Kitson), Kitson can acquire 100% of the stock in Babcock; and

WHEREAS, State and local officials, environmental organizations, and citizens of Charlotte and Lee Counties desire to preserve permanently as much of the Babcock Ranch as possible, and it is recognized by the parties that this preservation goal can be achieved with a public/private partnership; and.

WHEREAS, the environmental values of portions of the Babcock Ranch which are to be preserved may likely support more density/intensity of use in the Charlotte County portion of Area 6 by transfer of credits under the Rural Land Stewardship program (should Charlotte County and Kitson agree to utilize the Stewardship Program) than is proposed by Kitson for Area 6. Kitson agrees not to create any excess credits or to relinquish to the State any credits in excess of those needed to support the Babcock Ranch Development Program with the condition that those excess credits will be null and void and of no further use to support any additional development anywhere; and

WHEREAS, Kitson and Lee County executed the Agreement for Sale and Purchase on November 15, 2005, which will be considered by the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") at their meeting on November 22, 2005, for the purchase by the State and Lee County of a majority of the Babcock Ranch lands ("State Contract") for conservation purposes; and

WHEREAS, Charlotte County, Lee County and Kitson have determined that an achievable way to preserve, protect, enhance, maintain, and use the Babcock Ranch is to adopt a comprehensive long-

term preservation and development plan for the entire 91,361 acres in the Babcock Ranch, which plan contains the following general planning elements:

- (A) A sale in fee simple of approximately 73,476.5 acres of environmentally sensitive land within the Babcock Ranch, some of which is impacted (over 80% of the Ranch), a majority of which is to be sold to the State of Florida in one or more phases starting in 2006, and a portion of which is to be sold to Lee County, contingent upon approval of the purchase by Lee County and by the Governor and Cabinet sitting as the Trustees of the Internal Improvement Trust Fund ("Trustees"), execution of this Interlocal Planning Agreement, adoption by Charlotte County of certain comprehensive plan "Overlay Amendments" (described below), and legislative allocation of funding for each phase of the State purchase.
- (B) The creation if Charlotte County and Kitson agree, of a Rural Land Stewardship Program on the Charlotte County portion of the Babcock Ranch, pursuant to Section 163.3177(11)(d), Florida Statutes ("Stewardship Program") for the Babcock Ranch, other than that property to be sold to the Trustees in Phases One and Two of the sale, with the understanding that the portion of Area 6 located in Charlotte County will be the location of the receiving area to be created through the Stewardship Program.
- (C) Creation by Charlotte and Lee Counties pursuant to revisions to their respective comprehensive plans of defined criteria and standards, acceptable to Kitson and Counties, for the development of a sustainable mixed-use community in Area 6; and
- (D) The establishment of a Management Plan for the balance of the Ranch outside of Area 6 along with a managing entity(s) and a funding plan.

WHEREAS, the inland location of the Babcock Ranch and its high elevation relative to coastal areas may allow hurricane shelters to be built (to Category 3 standards) within the project which may reduce the need for residents to add to road congestion during most hurricane events; and

WHEREAS, DCA, Charlotte County, and Lee County believe it is in the best interests of the citizens of Charlotte and Lee Counties, as well as all of the citizens of the State of Florida, to establish a community-based planning process by entering into this Interlocal Planning Agreement; and

WHEREAS, this agreement is intended to be an Interlocal Planning Agreement, as authorized by Sections 163.3171(1),(3) and (4), Florida Statutes, and, therefore, must be adopted following a public hearing on the proposed agreement with public notice by each governing body involved; and

WHEREAS, Charlotte County, Lee County, and Kitson agree that Kitson may continue to conduct bona fide agricultural and mining uses, in any particular portion of Area 6 where such uses currently exist until an approval has been issued to undertake physical site work for that particular portion of Area 6; and

WHEREAS, Charlotte County, Lee County, and Kitson agree that, when implemented, this Agreement and the comprehensive long-range Babcock Ranch plan should provide for an innovative, balanced, environmentally sensitive and well-planned approach for the protection, maintenance, and future use of the entire 91,361 acres within the Babcock Ranch; and

WHEREAS, time is of the essence, and the parties agree to use all reasonable, good faith efforts to file, review, and consider all agreements, comprehensive plan amendments, land development regulations, and development approvals as expeditiously as possible given each party's established procedures and the obligation to give due consideration to each of them, through required public hearing processes.

NOW, THEREFORE, based on the foregoing considerations, Kitson, DCA (only to the limited degree set forth in provision 39 of this Agreement), Lee County, and Charlotte County agree as follows:

1. Recitals. The parties agree that the above recitals, which are incorporated herein, are accurate to the best of each of the parties' knowledge.
2. Purpose. The purposes of this agreement are to establish a mutual, cooperative process:

(a) Whereby Charlotte and Lee Counties, the citizens of those Counties, and Kitson can provide preferences, ideas, and comments on the plan as it is being developed for Area 6.

(b) To facilitate the development of a plan for Area 6 that establishes the densities and intensities of uses allowable for all of Area 6 and a conceptual master plan for same. Kitson's proposed program of densities and intensities for all of Area 6 is set forth in Attachment B, and is not a binding part of this agreement.

(c) To identify the impacts of the proposed development of Area 6 and necessary mitigation of such impacts.

(d) To identify the infrastructure required for the proposed development of Area 6.

(e) To identify the funding and sources of funding necessary to mitigate the impacts and infrastructure required for the development ultimately authorized for all of Area 6.

3. No Approvals Granted by this Agreement. This agreement includes a process and timeline for consideration by the various governmental entities of applications as described below, but this agreement does not grant any approvals or commit the various governments to grant any approvals.

4. Joint Planning Process.

(a) Charlotte County, Lee County, and Kitson agree that the planning of the 17,870 acres within Area 6 of the Babcock Ranch would benefit from cooperative efforts among the parties. Charlotte and Lee Counties and Kitson will work jointly in the development of the plan for all of Area 6 to establish a proposed program of densities and intensities as set forth in Attachment B for a sustainable community within Area 6 ("Plan").

(b) The Plan for the Area 6 shall address applicable policies, objectives, and/or factors in the State Comprehensive Plan, the Southwest Florida Regional Planning Council's Strategic Regional Policy Plan, Chapter 163, Florida Statutes, Chapters 9J-2 and 9J-5, Florida Administrative Code, the comprehensive plans of Charlotte and Lee Counties, and the Development of Regional Impact

("DRI") review items set forth in the DRI Application for Development Approval pursuant to section 380.06, Florida Statutes, including but not limited to:

- (1) Protection of wildlife and natural resources;
- (2) Discouraging urban sprawl;
- (3) Provision of infrastructure;
- (4) Transportation facilities;
- (5) Public and institutional facilities;
- (6) Use of innovative planning techniques;
- (7) Intergovernmental coordination;
- (8) Use of innovative and efficient funding mechanisms for infrastructure concurrency requirements, e.g. special taxing districts, community development districts, or any other mechanism allowed by law;
- (9) Workforce housing;
- (10) Hurricane protection and sheltering (to Category 3 standards);
- (11) Energy Conservation;
- (12) Schools; and
- (13) Financing of the capital facilities inside and outside of Area 6 needed to support the development in Area 6 and to offset impacts to surrounding areas.

(c) In developing this Plan, Charlotte and Lee Counties shall conduct joint planning workshops and/or meetings to allow for the integration of planning strategies and equitable mitigation of impacts. Each County shall adopt only the portion of the Plan located within its own jurisdiction as comprehensive plan amendments pursuant to Florida law. It is the intent of the parties that this is to be a collective, joint planning process between the parties, the public, and other interested stakeholders.

(d) Each County will make available appropriate growth management, land use planning, and infrastructure personnel as is reasonable to participate in the various joint planning meetings with Kitson and in the public workshop sessions.

5. Public Participation. In developing the Plan for Area 6, Kitson, Charlotte and Lee Counties shall solicit and encourage public participation consistent with the requirements of Section 163.3184, Florida Statutes. Before adopting their portions of the Plan for Area 6, Charlotte and Lee Counties shall hold duly noticed public workshops to review the proposed Plan, and to receive public comment thereon. Charlotte and Lee Counties shall also hold duly noticed public hearings to consider approval of their portions of the proposed Plan.

6. Proposed Processes and Timetable. The parties agree to use all reasonable, good faith efforts to meet the timeframes set forth in Attachment C, attached hereto and incorporated by reference herein, subject to the procedures and requirements established by local and state law, and subject to time extensions allowed by provision 11 of this Agreement. If any timeframe is waived or extended by mutual agreement of the affected parties, the subsequent timeframes shall likewise be extended.

7. Job Creation Efforts. Kitson shall consult with the economic development agencies of Charlotte and Lee Counties, with Enterprise Florida, the State Office of Tourism, Trade, and Economic Development ("OTTED"), Enterprise Charlotte, Lee County Economic Development officers and Florida Gulf Coast University in developing a plan for the creation of jobs. Special emphasis shall be placed on clean industries, such as telecommunications, bio-tech and environmental industry jobs such as those associated with research, Everglades restoration, native plants and eco-tourism.

8. Comprehensive Plan Amendments and Land Development Code Regulations.

(a) Kitson on September 30, 2005 filed an application with Charlotte County for Babcock Ranch Overlay Amendments, which if approved, would allow for the proposed densities and intensities as set forth in Attachment B for the Charlotte County portion of Area 6 ("Charlotte Area 6 Amendments") and Babcock Ranch Overlay District Regulations on the portion of the Babcock Ranch in

Area 6 located in Charlotte County ("Charlotte Overlay Area"). These Charlotte Area 6 Amendments shall address the factors set forth in provision 4(b) of this Agreement. Charlotte County has agreed to consider for transmittal purposes the Charlotte Area 6 Amendments, and if approved, to transmit the Charlotte Area 6 Amendments to DCA in December of 2005. If these Charlotte Area 6 Amendments are thereafter adopted, and Kitson does not close on the Babcock Contract, said Charlotte Area 6 Amendments shall automatically terminate, leaving the affected Area 6 land subject to the comprehensive plan designation(s) in effect on the Effective Date. Kitson has provided to the parties a letter from Babcock, set forth in Attachment "D", waiving any right Babcock might have to object to the termination of the Charlotte Area 6 Amendments contemplated by this provision.

(b) If Charlotte County and Kitson agree to utilize the Stewardship Program, Kitson shall file by June 30, 2006 an application with Charlotte County for Babcock Ranch Rural Land Stewardship Overlay comprehensive plan amendments ("Charlotte Stewardship Amendments") and implementing Stewardship Program land development regulations for the Charlotte County portions of the Babcock Ranch, not including the first two takedown areas of the sale to the Trustees.

(c) Kitson shall file by June 30, 2006 an application with Lee County for a comprehensive plan amendment(s) and implementing land development regulations covering the portion of Area 6 which is located in Lee County ("Lee County Amendments"). That application(s) shall request appropriate amendments to the County's comprehensive plan (e.g., Year 2020 Overlay) which would allow for an increase in the number of dwelling units and the amount of non-residential support uses on the Lee County portion of Area 6 outside of the portion of Area 6 purchased by Lee County

(d) The Plan to be filed by Kitson for Area 6 of the Babcock Ranch shall not exceed the proposed densities and intensities as set forth in Attachment B (inclusive of the density allowed under the existing comprehensive plans of the Counties for their respective portions of Area 6), none of which shall be developed outside of Area 6. Except under the default situations addressed in provision 10 of this Agreement, none of the development density/intensity which is allowed under the existing comprehensive

plans of the Counties for the portions of the Babcock Ranch located outside of Area 6 may be utilized by Kitson.

9. Land Development Applications.

(a) Kitson may choose to file an application for a Development of Regional Impact ("DRI") approval. However, Kitson shall file a DRI application if either County expresses its desire that a DRI application be filed for its portion of Area 6, or if such DRI is required by law. Accordingly, Kitson agrees not to submit any land development applications, other than for a DRI in conjunction with applications for the comprehensive plan amendments and applications for permits associated with such a DRI application, until those amendments have been adopted, or not for two years from the Effective Date of this agreement, whichever occurs first.

(b) If a DRI is undertaken by Kitson, Kitson will file a DRI application with the County(s) wherein the land within the DRI is located. Kitson agrees not to enter into a preliminary development agreement or an agreement under section 380.032(3), Florida Statutes, regarding lands in either of the Counties.

(c) If Charlotte County and Kitson agree to utilize the Stewardship Program, and Charlotte Stewardship Amendments have been adopted for the Charlotte County portion of the Babcock Ranch within said two years, then Charlotte County and Kitson will take whatever action is necessary to ensure that the Charlotte Area 6 Amendments are no longer in effect.

10. Comprehensive Plan Amendments and Potential State Default on Future Phases of Purchase.

(a) Should any governmental party to this agreement or to the State Purchase Contract not comply with the provisions of either of those agreements in a material and substantial manner, then the Charlotte Area 6 Amendments shall become the permanent overlay amendments for the area covered by the Charlotte Area 6 Amendments.

(b) If Kitson has closed on the Babcock Contract and the Charlotte Stewardship Amendments (if Charlotte County and Kitson agree to utilize the Stewardship Program) have not been adopted within two years of the Effective Date, then the Charlotte Area 6 Amendments shall remain the Overlay District for the Charlotte County portion of Area 6. If the Trustees default on any portion of the purchase, Charlotte and/or Lee County can agree to complete the purchase obligations contemplated by the State Purchase Contract under the same terms as the Trustees under that Contract. Furthermore, Lee County shall be entitled to complete the purchase under the State Contract of that portion of the Babcock Ranch located in Lee County. If the Counties do not agree to complete the purchase, then Kitson may develop any remaining portion of the Babcock Ranch lying outside of Area 6 not purchased by the Trustees or Lee County by developing the density currently allowed as of the Effective Date (See Attachment E) through the underlying future land use and existing zoning on that area outside of Area 6 not purchased ("Non-Area 6 Density")

(c) If Kitson has closed on the Babcock Contract and the Charlotte Stewardship Amendments (if Charlotte County and Kitson agree to utilize the Stewardship Program) have been adopted within two years of the Effective Date, and if the Trustees default on any portion of the purchase, then Charlotte/or and Lee County can agree to complete the purchase obligations contemplated by the State Purchase Contract under the same terms as the Trustees under that Contract. If the Counties do not agree to complete the purchase, then Kitson may develop any remaining portion of the Babcock Ranch lying outside of Area 6 not purchased by the Trustees or Lee County by developing the density currently allowed as of the Effective Date (see Attachment E) through the underlying future land use and existing zoning on that area outside of Area 6 not purchased ("Non-Area 6 Density").

11. Time Extensions.

(a) The two year time limit in provisions 9 and 10 of this Agreement may be extended twice for sixty days each time by an affirmative vote of the County Commission(s), with respect

to the land development applications and comprehensive plan amendments within their jurisdiction contemplated by these provisions.

(b) The two year time limit in provisions 9 and 10 of this Agreement shall automatically be extended for the period of time required to achieve a final disposition of any timely filed legal challenges to or appeals of the adoption of the Charlotte Area 6 Overlay Amendments or of the adoption of the Charlotte Stewardship Amendments (if Charlotte County and Kitson agree to utilize the Stewardship Program), or of the Lee County Amendments. Kitson shall have the option to extend the filing deadlines set forth in provision 8 for sixty days by providing thirty days written notice to the Counties.

12. Contingent upon Execution by the Board of Trustees of the Internal Improvement Trust Fund, the Florida Fish and Wildlife Commission ("FFWC"), Lee County, and Kitson of the State Purchase Contract and Other Events. The rights and obligations under this agreement shall be of no further force and effect if:

(a) the Trustees, FFWC, Lee County, and Kitson do not execute the State Purchase Contract (with "Paragraph 33 Water Resources" in the form acceptable to the Board of County Commissioners of Charlotte County) for the purchase by the State of approximately 73,476.5 acres of the Babcock Ranch lands ("State Purchase Contract"); or

(b) Kitson does not close on the Babcock Contract to acquire the stock of Babcock;
or

(c) Charlotte County does not adopt the Charlotte Area 6 Amendments to its Comprehensive Plan and Land Development Code, allowing densities and intensities acceptable to Kitson, or such adopted Charlotte Area 6 Amendments and Land Development Code have not become final as adopted, whether or not challenged or appealed; or

(d) Kitson does not file by June 30, 2006 the applications with the Counties for the comprehensive plan amendments contemplated by provision 6 of this Agreement, subject to extension as set forth in provision 11 above.

13. Consultant Fees. Kitson agrees to reimburse the Counties for the reasonable fees and expenses of any independent contractor consultants hired by Charlotte and Lee Counties to review Kitson's proposed comprehensive plan amendments, proposed master development plan for Area 6, and this agreement. Each County shall submit to Kitson in writing a list of all such consultants hired and shall promptly update its list as consultants are added or deleted from the list. Each County shall submit periodically an invoice to Kitson and Kitson shall submit payment to the County within thirty (30) days of receipt of each invoice.

14. Expedited Permitting. The parties agree that if OTTED certifies the Babcock Ranch Community development as eligible for expedited permitting under section 403.973, Florida Statutes, they will consider an appropriate Memorandum of Agreement pursuant to that section to effectuate the expedited permitting process.

15. Charlotte County Water Supply. Paragraph 33, entitled Water Resources of the State Contract is incorporated herein by reference and a copy of the entire State Contract is included as Attachment F. Further, Kitson and Charlotte County agree to cooperate with regard to their respective development and use of water resources from the Babcock Ranch so that the activities of the one will not adversely affect the water resource development and use of the other. Provided, however, Charlotte County further agrees that if either Kitson or Town and Country cannot obtain enough water from the Charlotte County portion of Area 6 to be able to deliver in a timely manner the quantity and quality of water necessary to serve all of the users during the development of and at buildout of the new community(ies) in Area 6, Charlotte County will provide (if it obtains the necessary consumptive use permit) sufficient water at bulk rates to Kitson or Town and Country to cover such water deficit.

16. Existing Water Agreements

(a) The terms and conditions of the Memorandum of Agreement between Lee County and Town and Country dated May 25, 1999 regarding Town and Country's application to the Florida Public Service Commission to operate a water utility in Lee and Charlotte Counties ("Memorandum of Agreement") are incorporated herein by reference.

(b) The terms and conditions of the Stipulated Settlement Agreement Between Charlotte County and Town and Country Utilities Company dated April 13, 1999 in the matter under Docket No. 981288-WU before the State of Florida Public Service Commission ("Stipulated Settlement") are incorporated herein by reference.

17. School Sites. Kitson agrees to work with the school boards of Charlotte and Lee Counties to identify the school facilities needed to serve the Babcock Ranch Community and to identify and donate at no cost to those school boards the sites needed for those facilities, without other compensation, including no credit towards impact fees for those sites. Kitson also agrees to work with Florida Gulf Coast University to pursue the location of an Environmental Education and Research Center in the Community.

18. Vesting. Nothing in this agreement alone shall be deemed to have vested Kitson with any development rights in Babcock Ranch without such rights being approved by the respective governments at open meetings pursuant to law and pursuant to appropriate comprehensive plan amendments, land development regulations, and development orders.

19. Challenges.

(a) The parties agree that Kitson will provide wastewater collection and treatment services within the Charlotte County portion of Area 6 and will apply to the Florida Public Service Commission ("PSC") for a Certificate of Authority to provide those services. The parties will not object to such an application to the PSC for those services within the Charlotte County portion of Area 6.

(b) Lee County Government and Charlotte County Government, each of which is defined above, agree not to institute, or to authorize others to institute on their behalf, legal challenges to the transfer and use of water between Water Management District boundaries contemplated by this agreement, provided that such transfer and use are accomplished pursuant to the requirements of section 373.2295, Florida Statutes, and do not adversely affect the established minimum flows and levels for the Caloosahatchee River and the aquifers in the Counties as they may be revised from time to time.

20. Defense of Third Party Challenges. If this Interlocal Agreement, the Interim Babcock Ranch Overlay Amendments, the Rural Land Stewardship Overlay Amendments, or other comprehensive plan amendments contemplated by this Agreement are approved by the Counties, and if there is any legal challenge by a third party to these matters, the affected parties (Kitson and Charlotte County or Kitson and Lee County, but not DCA) shall have a mutual obligation to defend any such challenges through hearing or trial, and any appeals. The obligation to defend these matters shall include a requirement that each party provide an attorney (the parties may agree, but have no obligation, to joint representation) to represent the party in the litigation and actively participate in the litigation.

21. Infrastructure Financing.

(a) All of the capital necessary for the construction of the public infrastructure needed to support development in Area 6 shall be provided by Kitson or by the development in Area 6 (e.g., Community Development District, other special taxing districts, or other acceptable financing tools authorized by law). All of the impact fees collected by each County from development in its portion of Area 6 shall be applied toward the financing obligations created by this provision for required public infrastructure located outside of Area 6, but within their respective counties.

(b) It is the responsibility of Kitson to mitigate the project's impacts on both counties outside of Area 6. Kitson and the Counties will work together to mitigate impacts on the Counties through funding by Kitson, or appropriate allocation of proportionate share, other funding sources or any combination thereof.

22. No Encumbrance on Real Property. This Agreement shall not constitute a lien, cloud, or encumbrance on real property, or actual or constructive notice of any such lien, cloud, or encumbrance.

23. Not Binding upon Babcock Company. The parties acknowledge that on the effective date of this Agreement, Kitson, by and through certain affiliated entities, only holds a beneficial interest in Babcock by virtue of the Babcock Contract. Kitson's obligations to convey any property or take any other actions with respect to the property are contingent upon Kitson completing the merger transaction contemplated by the Babcock Contract. Kitson shall have no liability or obligation under this Agreement, other than for consultant fees pursuant to paragraph 12 above, in the event that the closing does not occur under the Babcock Contract for any reason or cause whatsoever. Lee County, Charlotte County and DCA acknowledge that:

(a) in no event shall the Babcock Company or any of its affiliates or shareholders be bound or obligated under the terms of this Agreement prior to the closing under the Babcock Contract; and

(b) this Agreement shall not be deemed to bind or otherwise adversely impact or prejudice the rights of the Babcock Company or its shareholders with respect to any future potential transaction with Lee County, Charlotte County and DCA in the event that the transaction contemplated hereby is not consummated for any reason.

24. Acknowledgment of Governmental Limitations. The parties acknowledge and agree that this Agreement shall not limit or restrict DCA's or the Counties' discretion in the exercise of their governmental or police powers and shall not constitute a delegation of DCA's or the Counties' governmental authority or police powers to Kitson. Kitson acknowledges and agrees that DCA's and the Counties' approval to execute this Agreement and direct its staff to review any of the applications for the approvals set forth in this part: (i) in no way restricts the legislative, quasi-judicial or executive discretion of DCA, the Boards of County Commissioners, Planning and Zoning Boards, and other County approval bodies, or staffs of the Boards of County Commissioners regarding the contents of any of the

applications; and (ii) does not guarantee any particular results for Kitson on the applications. The parties further acknowledge that all governmental actions to be taken by DCA, the counties, including County Commissioners, County staff and/or any quasi-judicial boards regarding the Kitson applications shall be in conformance with applicable laws and ordinances with no guarantees or agreement by DCA or the Counties as to any particular outcomes.

25. Effective Date. The effective date of this Agreement shall be the date upon which the last party signs this Agreement ("EFFECTIVE DATE").

26. Notice. Until further written notice by any party to the others, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telefax:

as to Kitson:	MSKP III, LLC 9055 Ibis Boulevard West Palm Beach, FL 33412
to Charlotte County:	Charlotte County c/o County Attorney's Office 18500 Murdock Circle, Room 573 Port Charlotte, Florida 33948
to Lee County:	Lee County c/o County Attorney's Office P.O. Box 398 Fort Myers, Florida 33902
to Department of Community Affairs:	Department of Community Affairs c/o General Counsel's Office 2555 Shumard Oak Boulevard Tallahassee, Florida 32399

27. Remedies.

(a) In the event of a default hereunder, the non-defaulting party shall have all remedies at law or equity; provided, however, that the party asserting a default shall first notify in writing the alleged defaulting party, and said alleged defaulting party shall have ten (10) business days from the date of receipt of said notice to respond in writing to the party asserting the default.

(b) In the event of any litigation relating to this Agreement, each party shall bear its own expenses and costs incurred, including reasonable attorney's fees, expert fees, consultant fees, and paraprofessional fees, including, but not limited to, appeals, bankruptcy and collection.

28. Time of Essence. Time is of the essence with respect to each provision of this Agreement, which requires that action be taken by either party within the stated time period, or upon a specified date.

29. Venue. The venue of any litigation arising out of this Agreement shall be either Charlotte or Lee County, Florida, wherever the action arises.

30. Headings. The headings contained in this Agreement are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

31. Pronouns. In this Agreement, the use of any gender will be deemed to include all genders, and the use of the singular will include the plural, wherever it appears appropriate from the context.

32. Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Agreement should not be construed as waiver of any continuing or succeeding breach of provisions, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in this case will, of itself, entitle a party to any other or further notice or demand in similar or other circumstances, unless otherwise specified in this Agreement. This waiver provision does not apply to any statutory requirements regarding permits or development orders.

33. Assignment. This Agreement will not be assigned by Kitson to its heirs, legal representatives, and successors-in-interest, without the express written approval by DCA and both Counties, and such approval shall not be unreasonably withheld.

34. Other Kitson Entities. The parties recognize that Kitson may establish other entities to exercise its various rights and responsibilities under this Agreement.

35. Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and shall be binding upon and inure to the benefit of the parties hereto and their heirs, respective legal representatives, successors and assigns.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

37. Construction. This Agreement shall be construed as the joint and equal work product of the parties and shall not be construed more or less favorably on account of its preparation.

38. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes all prior agreements or understandings made in connection with the subject matter. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing and signed with the same authorization originally given by the party to be bound.

39. DCA Limited Party Status. DCA is a party to this Agreement only with respect to provisions 3, 6, 14, 18, 22 through 28 inclusive, 30, 31, 33-36 inclusive, 38 and 39.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below.

Signed, sealed and delivered in our presence:

MSKP III, Inc,
a Florida corporation

First Witness:



Typed/Printed Name: Charles W. DeSantis

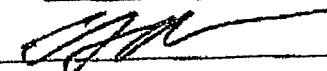
By:

Print Name: Sydney K. Koon

Title: President & CEO

DATED: 12/13, 2005

Second Witness:

Typed/Printed Name: Ernest A. Cox
(AS TO MSKP III, LLC)

First Witness:



Typed/Printed Name: Beth Barineau

FLORIDA DEPARTMENT OF
COMMUNITY AFFAIRS, an agency
of the State of Florida

Second Witness:

Typed/Printed Name: Mike McDaniel
(As to the Florida DCA)

By:

Name: Valerie J. Hubbard

Title: Director, Division of Community Planning

DATED: 3/13/06, 2005

ATTEST:
CHARLIE GREEN, CLERK


LEE COUNTY, FLORIDA
a Political Subdivision of the State of Florida

By: 

Name: Tammara Hall

Title: Chairwoman

Date: November 29, 2005

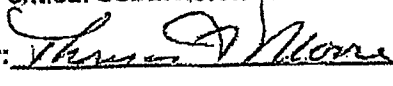
By: 
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Office of the County Attorney

ATTEST:
CLERK OF COURTS

CHARLOTTE COUNTY, FLORIDA
a Political Subdivision of the State of Florida

By: 


Name: Thomas G. Moore

BOARD OF COUNTY COMMISSIONERS
Title: Chairman

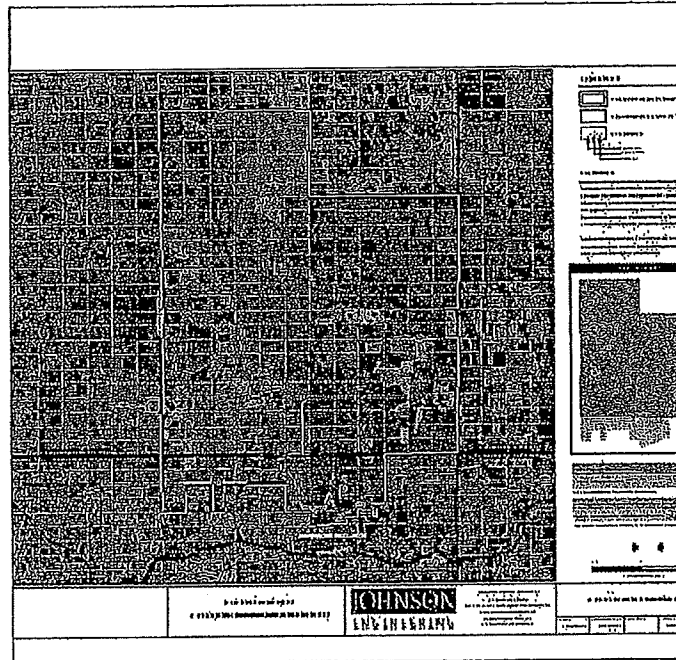
By: _____
Deputy Clerk

Date: January 24, 2005

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Office of the County Attorney

Attachment A



A - Area 6 - Charlotte County	13,686 acres	
B - Area 6 - Lee County	<u>4,204 acres</u>	
Total Area 6		17,890 acres
C - State Purchase	67,813 acres	
D - Lee County Purchase	<u>5,658 acres</u>	
Total Purchase		<u>73,471 acres</u>
Total Babcock Ranch		91,361 acres

FINAL 12/2/05

21

WPB 855003.17

Attachment "B"

Kitson's proposed General Program of densities and intensities of uses for Area 6

(A) Charlotte County portion of Area 6: 17,870 residential units and 6,000,000 square feet of non-residential space

(B) Lee County portion of Area 6: 1,610 dwelling units.

Attachment "C"
TIME SCHEDULE

	DATE	ACTION
(1)	Sept. 30, 2005	Kitson filed application with Charlotte County for the Charlotte Area 6 Amendments to County Comprehensive Plan
(2)	Nov 22, 2005	Governor and Cabinet to consider purchase and sale agreement
(3)	Dec. __, 2005	Parties to finalize and execute Interlocal Agreement
(4)	Dec. 5, 2005	Charlotte County P&Z to hold transmittal hearing on the Charlotte Area 6 Amendments
(5)	Dec. 14, 2005	Charlotte County BCC to hold transmittal hearing on the Charlotte Area 6 Amendments, and if approved, to transmit to DCA
(6)	Dec. 05 – Mar. 06	Joint planning process on Plan to take place
(7)	45 days after receipt of complete submission of Transmitted Amendments	DCA to issue ORC Report on the Charlotte Area 6 Amendments
(8)	30 days after receipt of ORC Report	Charlotte County to hold adoption hearing on the Charlotte Area 6 Amendments
(9)	30 days after receipt of complete submission of Adopted Amendments	DCA to issue notice of intent on the Charlotte Area 6 Amendments
(10)	21 days after NOI	The Charlotte Area 6 Amendments would become final
(11)	Apr. __, 2006	DRI Pre-Application Conference
(12)	May. __, 2006	Legislature may approve funding for purchase of Babcock Ranch
(13)	June __, 2006	Kitson and School Boards of Charlotte and Lee Counties to identify school sites
(14)	June __, 2006	Kitson to file applications for Charlotte Stewardship Amendments (if Charlotte County and Kitson utilize the Stewardship Program) and Lee County Amendments with Charlotte and Lee Counties and files DRI application(s) with the SWFRPC

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23

WPB 855003.17

- (15) July __, 2006 1st DRI Sufficiency Review
- (16) Aug. __, 2006 Reply to 1st DRI Sufficiency Review
- (17) Sept. __, 2006 Charlotte and Lee Counties to hold respective transmittal hearings on Charlotte Stewardship Amendments and Lee County Amendments, and if approved, to transmit to DCA
- (18) Sept. __, 2006 2nd DRI Sufficiency Review
- (19) Oct. __, 2006 Reply to 2nd DRI Sufficiency Response
- (20) Oct. __, 2006 SWFRPC to notify Counties to set DRI public hearings
- (21) Nov. __, 2006 DCA to issue ORC Report on Charlotte Stewardship Amendments and Lee County Amendments
- (22) Dec. __, 2006 DRI hearings held
- (23) Jan. __, 2007 Charlotte and Lee Counties to conduct respective adoption hearings on Charlotte Stewardship Amendments and Lee County Amendments
- (24) Feb. __, 2007 DCA to issue Notice of Intent on Charlotte Stewardship Amendments and Lee County Amendments
- (25) Feb. __, 2007 DRI development orders to be rendered to DCA
- (26) Mar. __, 2007 Rural Land Stewardship Amendments and Lee County Amendments would become final
- (27) Mar. __, 2007 DRI development orders would become final

**BABCOCK
FLORIDA
CO.**

Private Land and Water Conservation in Action

Mr. Mike Konefel
Charlotte County Community Development
1850 Murdock Circle
Port Charlotte, FL 33948-1094

Re: Babcock Ranch Interlocal Planning Agreement

Dear Mr. Konefel:

In accordance with Paragraph 8(a) of that certain Interlocal Planning Agreement for the Babcock Ranch (copy attached; the "Agreement"), Babcock Florida Company hereby acknowledges that if: (i) the Charlotte Area 6 Amendments described in the Agreement (the "Charlotte Area 6 Amendments") are adopted by Charlotte County, and (ii) thereafter, MSKP, III, Inc. ("MSKP III") does not close under that certain Merger Agreement dated July 1, 2005 ("Merger Agreement") on or before the Closing Date (as defined in the Merger Agreement), and thereby merge into Babcock, then: (x) the Charlotte Area 6 Amendments shall automatically terminate, leaving the affected Area 6 land subject to the Comprehensive Plan designation(s) and agreements in effect on the Effective Date (as defined in the Agreement) and (y) Babcock waives its rights to object to the termination of the Charlotte Area 6 Amendments contemplated by Paragraph 8(a) of the Agreement.

Babcock Florida Company

By: Richard S. Cuda
Print: RICHARD S. CUDAH
Title: PRESIDENT
Date: 2/23/06

2220 Palmer Street • Pittsburgh, PA 15218 • Phone: 412-351-3515 • Fax 412-351-1522

8. Comprehensive Plan Amendments and Land Development Code Regulations.

(a) Kitson on September 30, 2005 filed an application with Charlotte County for Babcock Ranch Overlay Amendments, which if approved, would allow for 17,870 residential units and 6,000,000 square feet of non-residential space ("Charlotte Area 6 Amendments") and Babcock Ranch Overlay District Regulations on the portion of the Babcock Ranch in Area 6 located in Charlotte County ("Charlotte Overlay Area"). These Charlotte Area 6 Amendments shall address the factors set forth in provision 2(b) of this Agreement. Charlotte County has agreed to consider for transmittal purposes the Charlotte Area 6 Amendments, and if approved, to transmit the Charlotte Area 6 Amendments to DCA in December of 2005. If these Charlotte Area 6 Amendments are thereafter adopted, and Kitson does not close on the Babcock Contract, said Charlotte Area 6 Amendments shall automatically terminate, leaving the affected Area 6 land subject to the comprehensive plan designation(s) in effect on the Effective Date. Kitson has provided to the parties a letter from Babcock, set forth in Attachment "D", waiving any right Babcock might have to object to the termination of the Charlotte Area 6 Amendments contemplated by this provision.

8. Comprehensive Plan Amendments and Land Development Code Regulations.

(a) Kitson on September 30, 2005 filed an application with Charlotte County for Babcock Ranch Overlay Amendments, which if approved, would allow for 17,870 residential units and 6,000,000 square feet of non-residential space ("Charlotte Area 6 Amendments") and Babcock Ranch Overlay District Regulations on the portion of the Babcock Ranch in Area 6 located in Charlotte County ("Charlotte Overlay Area"). These Charlotte Area 6 Amendments shall address the factors set forth in provision 2(b) of this Agreement. Charlotte County has agreed to consider for transmittal purposes the Charlotte Area 6 Amendments, and if approved, to transmit the Charlotte Area 6 Amendments to DCA in December of 2005. If these Charlotte Area 6 Amendments are thereafter adopted, and Kitson does not close on the Babcock Contract, said Charlotte Area 6 Amendments shall automatically terminate, leaving the affected Area 6 land subject to the comprehensive plan designation(s) in effect on the Effective Date. Kitson has provided to the parties a letter from Babcock, set forth in Attachment "D", waiving any right Babcock might have to object to the termination of the Charlotte Area 6 Amendments contemplated by this provision.

Legend

1. Cattle Grazing	11. Light Industrial
2. Crop Production	12. Medium Density Residential
3. Forest Land	13. Heavy Industrial
4. Forest Reserve	14. Light Commercial
5. Forest Reserve	15. Medium Density Residential
6. Forest Reserve	16. Heavy Industrial
7. Forest Reserve	17. Light Commercial
8. Forest Reserve	18. Medium Density Residential
9. Forest Reserve	19. Heavy Industrial
10. Forest Reserve	20. Light Commercial
21. Forest Reserve	22. Medium Density Residential
23. Forest Reserve	24. Heavy Industrial
25. Forest Reserve	26. Light Commercial
27. Forest Reserve	28. Medium Density Residential
29. Forest Reserve	30. Heavy Industrial
31. Forest Reserve	32. Light Commercial
33. Forest Reserve	34. Medium Density Residential
35. Forest Reserve	36. Heavy Industrial
37. Forest Reserve	38. Light Commercial
39. Forest Reserve	40. Medium Density Residential
41. Forest Reserve	42. Heavy Industrial
43. Forest Reserve	44. Light Commercial
45. Forest Reserve	46. Medium Density Residential
47. Forest Reserve	48. Heavy Industrial
49. Forest Reserve	50. Light Commercial
51. Forest Reserve	52. Medium Density Residential
53. Forest Reserve	54. Heavy Industrial
55. Forest Reserve	56. Light Commercial
57. Forest Reserve	58. Medium Density Residential
59. Forest Reserve	60. Heavy Industrial
61. Forest Reserve	62. Light Commercial
63. Forest Reserve	64. Medium Density Residential
65. Forest Reserve	66. Heavy Industrial
67. Forest Reserve	68. Light Commercial
69. Forest Reserve	70. Medium Density Residential
71. Forest Reserve	72. Heavy Industrial
73. Forest Reserve	74. Light Commercial
75. Forest Reserve	76. Medium Density Residential
77. Forest Reserve	78. Heavy Industrial
79. Forest Reserve	80. Light Commercial
81. Forest Reserve	82. Medium Density Residential
83. Forest Reserve	84. Heavy Industrial
85. Forest Reserve	86. Light Commercial
87. Forest Reserve	88. Medium Density Residential
89. Forest Reserve	90. Heavy Industrial
91. Forest Reserve	92. Light Commercial
93. Forest Reserve	94. Medium Density Residential
95. Forest Reserve	96. Heavy Industrial
97. Forest Reserve	98. Light Commercial
99. Forest Reserve	100. Medium Density Residential
101. Forest Reserve	102. Heavy Industrial
103. Forest Reserve	104. Light Commercial
105. Forest Reserve	106. Medium Density Residential
107. Forest Reserve	108. Heavy Industrial
109. Forest Reserve	110. Light Commercial
111. Forest Reserve	112. Medium Density Residential
113. Forest Reserve	114. Heavy Industrial
115. Forest Reserve	116. Light Commercial
117. Forest Reserve	118. Medium Density Residential
119. Forest Reserve	120. Heavy Industrial
121. Forest Reserve	122. Light Commercial
123. Forest Reserve	124. Medium Density Residential
125. Forest Reserve	126. Heavy Industrial
127. Forest Reserve	128. Light Commercial
129. Forest Reserve	130. Medium Density Residential
131. Forest Reserve	132. Heavy Industrial
133. Forest Reserve	134. Light Commercial
135. Forest Reserve	136. Medium Density Residential
137. Forest Reserve	138. Heavy Industrial
139. Forest Reserve	140. Light Commercial
141. Forest Reserve	142. Medium Density Residential
143. Forest Reserve	144. Heavy Industrial
145. Forest Reserve	146. Light Commercial
147. Forest Reserve	148. Medium Density Residential
149. Forest Reserve	150. Heavy Industrial
151. Forest Reserve	152. Light Commercial
153. Forest Reserve	154. Medium Density Residential
155. Forest Reserve	156. Heavy Industrial
157. Forest Reserve	158. Light Commercial
159. Forest Reserve	160. Medium Density Residential
161. Forest Reserve	162. Heavy Industrial
163. Forest Reserve	164. Light Commercial
165. Forest Reserve	166. Medium Density Residential
167. Forest Reserve	168. Heavy Industrial
169. Forest Reserve	170. Light Commercial
171. Forest Reserve	172. Medium Density Residential
173. Forest Reserve	174. Heavy Industrial
175. Forest Reserve	176. Light Commercial
177. Forest Reserve	178. Medium Density Residential
179. Forest Reserve	180. Heavy Industrial
181. Forest Reserve	182. Light Commercial
183. Forest Reserve	184. Medium Density Residential
185. Forest Reserve	186. Heavy Industrial
187. Forest Reserve	188. Light Commercial
189. Forest Reserve	190. Medium Density Residential
191. Forest Reserve	192. Heavy Industrial
193. Forest Reserve	194. Light Commercial
195. Forest Reserve	196. Medium Density Residential
197. Forest Reserve	198. Heavy Industrial
199. Forest Reserve	200. Light Commercial
201. Forest Reserve	202. Medium Density Residential
203. Forest Reserve	204. Heavy Industrial
205. Forest Reserve	206. Light Commercial
207. Forest Reserve	208. Medium Density Residential
209. Forest Reserve	210. Heavy Industrial
211. Forest Reserve	212. Light Commercial
213. Forest Reserve	214. Medium Density Residential
215. Forest Reserve	216. Heavy Industrial
217. Forest Reserve	218. Light Commercial
219. Forest Reserve	220. Medium Density Residential
221. Forest Reserve	222. Heavy Industrial
223. Forest Reserve	224. Light Commercial
225. Forest Reserve	226. Medium Density Residential
227. Forest Reserve	228. Heavy Industrial
229. Forest Reserve	230. Light Commercial
231. Forest Reserve	232. Medium Density Residential
233. Forest Reserve	234. Heavy Industrial
235. Forest Reserve	236. Light Commercial
237. Forest Reserve	238. Medium Density Residential
239. Forest Reserve	240. Heavy Industrial
241. Forest Reserve	242. Light Commercial
243. Forest Reserve	244. Medium Density Residential
245. Forest Reserve	246. Heavy Industrial
247. Forest Reserve	248. Light Commercial
249. Forest Reserve	250. Medium Density Residential
251. Forest Reserve	252. Heavy Industrial
253. Forest Reserve	254. Light Commercial
255. Forest Reserve	256. Medium Density Residential
257. Forest Reserve	258. Heavy Industrial

Attachment "F"

SET FORTH BELOW IS LANGUAGE APPROVED BY GOVERNOR AND CABINET ON 11/22/05

39. WATER RESOURCES.

(A) As a result of the merger under the provisions of the Babcock Contract, Town and Country Utility Company will be wholly owned by Seller's parent company. Town and Country Utility Company holds Florida Public Service Commission Certificate No. 613 W as the exclusive water service provider for the Property and the Retained Property. Town and Country Utility Company is also the lessee under the provisions of a lease for well sites and access thereto granted by Babcock. Town and Country Utility Company, its successors and assigns, but not a receiver appointed under the provisions of Section 367.165, Florida Statutes, is hereinafter referred to as "Utility". Seller agrees that Seller shall cause the Utility's Public Service Commission Certificate to be released and terminated with respect to the Property as applied to each Takedown Parcel acquired by the Purchaser as soon as practicable after closing thereon.

(B) On or before each Takedown, Seller shall amend those certain Lease Agreements dated October 5, 1998, and May 17, 1999, as amended, between Babcock Florida Company and Town and Country Utilities Company so that such Leases will be terminated with respect to and no longer encumber the applicable Takedown Parcel.

(C) Prior to the Closing of each Takedown Parcel that has a surface water control structure, the parties hereto will agree upon the following, working in conjunction with the South Florida Water Management District: (i) the range of seasonal control elevations for surface water on such Takedown Parcel; and (ii) the party responsible for the operation, management and maintenance of such structure in order to protect natural areas and for the purposes of flood control on the Property and on Seller's Retained Property.

(D) Pursuant to Chapters 253 and 259, Florida Statutes, and 18-2, Florida Administrative Code, Trustees may grant proprietary authorization for the use of state-owned lands provided that the proposed use is compatible with and consistent with the purpose for which the lands were acquired.

At such a time as Charlotte County has demonstrated the need and demand for a public water supply beyond its current capacity to the satisfaction of the regulatory agency with jurisdiction to allocate and permit the withdrawal of water and it has obtained a consumptive use permit for such a purpose, it may apply for the use of the Property for the location of well sites, the installation of necessary pipelines and the installation of electrical utilities for such withdrawal. It is anticipated that the initial application will be for 10 MGD. Charlotte County may apply for a greater amount of withdrawal if there is a demonstrated need and demand for public water supply beyond 10 MGD to the satisfaction of the regulatory agency with jurisdiction to allocate and permit the withdrawal of water and it has obtained a consumptive use permit for such a purpose. Charlotte County is authorized access to the Property solely for the purpose of applying for the consumptive use permit and conducting studies associated with the same. The Division of State Lands as staff to the Trustees shall accept and process an application from Charlotte County for the use of the Property for such purposes and agenda with application for consideration by the Trustees if the application meets the criteria of Paragraph 33(D) of this Agreement. Any such application must provide that:

1. No such well site shall be provided on any portion of the Property lying within Lee County; and

2. The use of the Property for withdrawal of water by Charlotte County shall be solely for public water supply purposes and not for wholesale or retail sale outside Charlotte County; and

3. Any pipeline proposed to be used for transferring water across Telegraph Swamp shall be co-located along the existing water control structures or immediately adjacent thereto. Well sites and any easements for water pipelines and electrical utilities necessary to transport the water withdrawn from the Property shall be located along existing roads and in previously impacted areas or designed in such a way as to create the least environmental impact. In no event will any well site or easements for water transport be located in wetlands or environmentally sensitive areas, including but not limited to Telegraph Cypress Swamp.

4. Any proprietary use granted by the Trustees to Charlotte County as provided for in this paragraph 3(D) or otherwise for the placement of water wells on the Property and the transport of water from such wells across the Property shall require consideration to be paid by Charlotte County to Trustees.

Nothing herein shall be construed to affect the exercise of any regulatory authority of the applicable Water Management District under Chapter 373, Florida Statutes, the Florida Department of Environmental Protection or the Florida Land and Water Adjudicatory Commission under Chapter 373, Florida Statutes, or to provide any assurances that a consumptive use permit will be issued to withdraw water from well sites on the Property. Nothing herein shall be construed to constitute Trustees' authorization to Charlotte County or others to use the Property for any purpose not specified herein. Any authorization for the use of the Property may only be granted by the Trustees and is not subject to delegation of authority.

(E) The parties hereto acknowledge and agree that it is the intention of Seller and Utility to provide water and wastewater service wholly within the Retained Property, and that the Seller shall not use any portion of the Property or its resources for such purposes except as provided in paragraph 12. G of this Agreement for Sale and Purchase. Seller will comply with all applicable permitting requirements under Chapter 373, Florida Statutes. Nothing herein shall be construed to affect the exercise of any regulatory authority of the applicable Water Management District under Chapter 373, Florida Statutes, Florida Department of Environmental Protection or the Florida Land and Water Adjudicatory Commission under Chapter 373, Florida Statutes.



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number (239) 335-2236

Facsimile (239) 335-2118

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stillwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing
Examiner

June 1, 2006

James R. Brindell, Esq.
Gunster, Yoakley & Stewart, P.A.
Phillips Point
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401-6194

RE: BABCOCK RANCH COMMUNITY PLANNING AGREEMENT

Dear Mr. Brindell:

Further to the Board of County Commissioners' action at their regular meeting of Tuesday, May 23, 2006, I am providing you with one (1) fully executed, original of the above referenced Agreement for your files.

Your diligent efforts in the finalization of this document are greatly appreciated.

If I may be of any further assistance to you with respect to this matter, please let me know. Best wishes.

Cordially,

David M. Owen

Electronically signed to expedite

David M. Owen
County Attorney

DMO/dm
Enclosure

xc: Timothy Jones, Chief Assistant County Attorney
Donna Marie Collins, Assistant County Attorney
Wayne Daltry, Smart Growth Director
Mary Gibbs, Director, Department of Community Development
Paul O'Connor, Director, Planning
David Loveland, AICP, Transportation Planning Manager, DOT

Babcock Road Planning Agmt.brindell.wpa Box 398, Fort Myers, Florida 33902-0398 (239) 335-2111
Internet address <http://www.lee-county.com>

♻ Recycled Paper

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

Babcock Mixed-Use District

- I.5.c. Babcock Ranch Community Road Planning Agreement Regarding the Charlotte County Babcock Ranch Overlay District Amendments between Lee County and MSKP, III, Inc

**BABCOCK RANCH COMMUNITY ROAD PLANNING AGREEMENT
REGARDING THE CHARLOTTE COUNTY BABCOCK RANCH
OVERLAY DISTRICT AMENDMENTS**

The following Agreement ("Road Planning Agreement") is entered into by and between MSKP III, Inc. ("Kitson" or "Developer"), a Florida corporation, whose mailing address is 9055 Ibis Boulevard, West Palm Beach, Florida, 33412 and Lee County, Florida ("Lee County" or "County"), a political subdivision of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902.

ARTICLE I. RECITATIONS

A. The parties hereto previously entered in that certain Interlocal Planning Agreement for the Babcock Ranch, executed by Lee County on November 29, 2005 (the "Four-Party Agreement"); and

B. This Agreement is supplemental to and in furtherance of the Four-Party Agreement; and

C. Charlotte County approved a development agreement with Kitson on April 4, 2006 ("Charlotte Development Agreement") which addresses the mitigation of the various impacts of the proposed development on public infrastructure, including roads in Lee County.

D. The list of preliminary road improvements in Charlotte and Lee Counties that Charlotte County believes is required by development contemplated in Charlotte County by the BROD through the year 2030 ("Preliminary Road Improvements"), the costs of which Kitson has agreed to fund or cause to be funded either completely or with a proportionate share, is attached hereto and made a part hereof as Exhibit "B". That exhibit also provides the estimated timing and costs of the Preliminary Road Improvements.

E. Babcock Florida Company ("Babcock"), a Florida corporation, whose mailing address is 8000 State Road 31, Punta Gorda, Florida 33982 is the current owner of 81,499 +/- acres in Charlotte County and 9,862 +/- acres in Lee County for a total ownership of approximately 91,361 +/- acres (collectively referred to herein as the "Babcock Ranch") as generally depicted on the aerial photo attached hereto, and incorporated by reference herein, as Exhibit "A"; and

10:00AM PH
5-23-06

F. Developer, by and through certain affiliated entities, is a contract vendee to acquire by that certain Merger Agreement dated as of July 1, 2005 ("Babcock Contract"), whereby, under certain conditions, Developer can acquire 100% of the stock in Babcock; and

G. The provision of sufficient infrastructure by the Developer for the Babcock Ranch development program as contemplated by the Four-Party Agreement ("Development Program") is a fundamental element of the Four-Party Agreement; and

H. The defined terms as set forth in this agreement are consistent with the definitions set forth in the Lee County Comprehensive Land Use Plan and Land Development Code. The plain meaning will control the definition of words and terms not otherwise defined in those documents.

I. Lee County conducted a public hearing in conjunction with the adoption of this agreement. This public hearing was properly noticed by publication in the Ft. Myers News Press.

NOW, THEREFORE, for and in consideration of the terms and conditions as set forth below, Developer and Lee County agree as follows:

ARTICLE II. TERMS OF THE AGREEMENT

A. **Recitals.** The parties agree that the above recitals, which are incorporated herein, are true and correct to the best of each of the parties' knowledge and are incorporated herein as a part of this Agreement.

B. **Purpose.** The comprehensive plan amendments to create the Babcock Ranch Overlay District in Charlotte County ("BROD"), were filed in Charlotte County on September 30, 2005, as contemplated by the Four-Party Agreement. The BROD was adopted by Charlotte County on April 4, 2006. Development in Charlotte County pursuant to the BROD will generate traffic impacts on Lee County roads.

1. To close on the Babcock Contract, Kitson must pay a price for the Babcock Ranch which is substantially greater than the total amount which the State of Florida and Lee County will pay Kitson to acquire the majority of the Ranch from Kitson.

2. The purpose of this Agreement is to provide Kitson with certain identified reasonable assurances that Lee County will proceed in good faith to allow the mutually agreed upon road improvements in Lee County which are required to mitigate the impacts on roads in Lee County created by development in Charlotte County contemplated by the BROD (i.e., 17,800 dwelling units and 6 million square feet of non-residential uses, not including schools) and any associated DRI development orders issued by Charlotte County allowing development pursuant to the BROD.

C. **Road Infrastructure Improvements and Funding**

1. The list of Preliminary Road Improvements for the BROD will be subject to revision in the Charlotte County development of regional impact ("DRI"). That revised finalized list must be agreed upon by Lee County, Charlotte County and Kitson and will be based upon an appropriate traffic methodology which creates a Bi-County Traffic Model as agreed upon by Lee County, Charlotte County, and Kitson. Agreement on the methodology and the Model will not be unreasonably withheld by any party to this Agreement.

2. Upon Kitson meeting all conditions contained herein, County agrees to facilitate and authorize the construction of those elements of the Preliminary Road Improvements, as finally revised by mutual consent of Lee and Kitson, which are located in Lee County and which are necessary to mitigate the impacts in Lee County of Kitson's development on the Charlotte County portion of the Babcock Ranch pursuant to the BROD. The implementing details of this commitment, including but not limited to design and turnover, will be the subject of a separate road construction agreement between Lee and Kitson to be entered into on or before the time the DRI development order in Charlotte County is entered.

3. Any rights-of-way required for the Preliminary Road Improvements which are not currently available and which are not currently identified in County's Capital Improvements Plan shall be conveyed to the appropriate entity if located on Developer's property, or if located off of Developer's property shall be paid for by Kitson or District, as defined in Article II.C. of this Agreement. If County acquires such right-of-way, Kitson or District shall reimburse County for all of its reasonable

costs of acquisition including the cost of the rights-of-way and the associated attorney's fees, consultant and expert witness fees, and other associated costs and expenses. With respect to SR-31 right-of-way, Kitson or District will first pursue private acquisition south of Developer's property necessary for the required improvements.

4. (a) The County agrees to allow Developer to make, or cause to be made, the road improvements shown on the Preliminary Road Improvements list as adjusted by the results of the Bi-County Traffic Model contemplated in Article II.C, Provision 5 of this Agreement. No development will be undertaken by Developer on the Charlotte County portion of the Babcock Ranch until the revised list of improvements has been generated by the Bi-County Traffic Model and accepted by Lee as valid regarding the data inputs to the Model and as to the road improvement results of the modeling. Lee's acceptance of said data inputs and road improvement results will not be unreasonably withheld. This limitation on development shall not apply if Kitson decides not to undertake development pursuant to the BROD and Charlotte County repeals the BROD. In that event, this Agreement in its entirety shall be deemed terminated and of no further force and effect.

(b) The County agrees to accept and process as expeditiously as possible after Kitson files the appropriate comprehensive plan amendment applications, the consideration by Lee County of any necessary amendments to the Transportation Map and the Capital Improvements Plan of the Lee County Comprehensive Plan to effectuate Kitson's commitment to have constructed or fund the Preliminary Road Improvements in Lee County as adjusted through the Bi-County Model required by the BROD comprehensive plan amendments along with any land use amendments to the Lee Comprehensive Plan for the portion of the Babcock Ranch located in Lee County. None of said improvements shall be constructed in Lee County until the Preliminary Road Improvements list has been finalized pursuant to the Bi-County Traffic Model.

(c) Any comprehensive plan amendments ("Lee Amendments") or DRI application filed in Lee County with respect to the portion of the Babcock Ranch located in Lee County will include any amendments contemplated by subsection (b) above in this provision and will take into

account the cumulative impacts on Lee County Roads of development allowed under the BROD in Charlotte County and the development proposed under the Lee plan amendment and the Lee DRI.

5. Kitson agrees to develop for use in the Charlotte and Lee DRI processes a bi-county traffic model which covers Lee and Charlotte Counties, which satisfies Charlotte's and Lee's methodological issues, and which is approved by both counties as to the model and its data inputs ("Bi-County Model").

D. **Independent Special District; Community Development District.**

1. County will not object to the creation and establishment of an independent special district or community development district(s) (collectively "District") whose powers are limited to the provision of onsite and offsite infrastructure and services required to support the Development Program.

2. Such District powers shall not include any zoning or permitting powers governing development.

3. Developer may use any other funding mechanisms and sources to meet its obligations under this Agreement which are, may be, or may become, available under either Florida or federal law.

ARTICLE III. OTHER PROVISIONS

A. **EFFECT OF AGREEMENT**

1. The failure of this Road Planning Agreement to address a particular permit, condition, term or restriction, does not relieve the Developer of the necessity of complying with the law governing those permitting requirements, conditions, terms or restrictions. The terms of this Community Agreement may not supersede the procedural requirements of State law under Chapter 380.06 and 163.3220 *et seq.*

2. This Agreement does not grant any approvals or commit County to grant any approvals other than as to roads as provided herein.

B. **NOTICE**

All Notices required by this agreement shall be provided in writing. All notices shall be provided to the parties at the address set forth below:

David Owen, Esq.
County Attorney and
Timothy Jones, Esq.
Chief Assistant County Attorney
Lee County Attorneys' Office
2115 Second Street
P.O. Box 398
Ft. Myers, FL 33902-0398

Sydney Kitson
MSKP III, Inc.
Kitson & Partners
9055 Ibis Blvd.
West Palm Beach, FL 33412

Should the entity entitled to receive notice change, written notice must be sent to the other Party providing the name and address of the new entity that is to receive notice.

C. AMENDMENT OF AGREEMENT

1. This agreement may be amended or canceled by mutual consent of the parties or by their successors in interest.

2. If State or Federal laws are enacted after the execution of this agreement that are applicable to, and preclude the parties' compliance with the terms of this Community Agreement, the agreement will be modified or revoked as necessary to comply with the relevant State or Federal laws after a public hearing. Any amendment must comply with the applicable provisions of Florida Statutes.

D. TIME EXTENSIONS

Except as otherwise provided herein, extensions of the time of performance of any time-certain commitment in this Road Planning Agreement may be granted provided the time extensions comply with the terms of the DRI Development Order approvals and Section 380.06, Florida Statutes.

E. ASSIGNMENT

Developer may assign with County's approval the benefits and obligations of this Road Planning Agreement to a third party; provided, however, no such County approval is required for such an

assignment to District; and further provided that the assignee must accept in writing responsibility for all obligations assigned without exception. Assignments must be in writing, with two witnesses and notarized. Written evidence of assignment must be provided to the County. The County will provide written acknowledgment of the assignment to the parties identified in Article III.C as well as to the assignee identified in the notice.

F. **SEVERABILITY**

If any part, term, or provision of this Road Planning Agreement is found by a court of competent jurisdiction to be illegal, the validity of the remaining portions and provisions will not be affected and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid, provided that the invalid provision is not material to the benefits or obligations created by the remaining portions and provisions, in which case either party may cancel this Agreement.

G. **BINDING EFFECT**

1. All terms, conditions, responsibilities, duties, promises and obligations of the parties are binding upon the parties, their successors and assigns.
2. Prior to Kitson closing on the Babcock Contract, this Agreement shall not constitute a lien, cloud, or encumbrance on the Property and shall not constitute actual or constructive notice of any lien, cloud, or encumbrance on the Property.
3. In no event shall the Babcock Florida Company or any of its affiliates or shareholders be bound or obligated under the terms of this Agreement prior to the closing under the Babcock Contract; and
4. This Agreement shall not be deemed to bind or otherwise adversely impact or prejudice the rights of the Babcock Florida Company or its shareholders with respect to any future potential transaction with Lee County.
5. If Kitson does not close on the Babcock Contract, this Agreement shall be of no further force and effect.

H. RECORDATION IN PUBLIC RECORDS AND EFFECTIVE DATE

1. This Road Planning Agreement shall not be recorded.
2. The Effective Date shall be the date on which the last party to execute this Agreement has signed this Agreement.
3. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MSKP III, INC.
a Florida corporation

By: _____

Its: _____

Linda DeMarco
Print Name: Linda DeMarco

Witness:
Virginia Feiner
Print Name: VIRGINIA FEINER

Witness

ATTEST: Charlie Green, Clerk

by: Michele B. Cooper
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____

Chairman

APPROVED AS TO FORM AND
CORRECTNESS

By: _____

County Attorney



List of Exhibits

Exhibit "A" – Aerial photo showing Babcock Ranch

Exhibit "B" – Preliminary Road Improvements List



Babcock Ranch Area 6

DATE April 2006	PROJECT 20055693	FILE NO.	SCALE As Shown	SHEET 1
--------------------	---------------------	----------	-------------------	------------

RECOMMENDED BR...
BACCOCK RANCH PLAY AMENDMENT
RECOMMENDED ROAD IMPROVEMENTS WITH 22% INTERNAL CAPTURE
2030 COST ESTIMATES

LEE COUNTY

EXHIBIT B

(7)

roadway	From	To	(9) # of Lanes	(10) # of Lanes Added	Length (Miles)	Cost Per Lane Mile	Improvement Cost Per Mile	Eng. Factor	Adjusted Cost Per Lane Mile	Adjusted Improvement Cost Per Mile	Total Improvement Cost	Adjusted Total Improvement Cost	Mitigation Percentage	Mitigation Amount
Bayshore Road (SR 70)	Slater Road	I-75	4	6	2	(12)	2.90	1.46	\$2,547,919	\$5,095,838	\$15,900,000	\$15,900,000	1.00000	\$15,900,000
I-75	Nalle Road	Nalle Road	2	4	2	(11)	0.60	1.46	\$2,253,802	\$4,507,604	\$2,700,000	\$2,700,000	1.00000	\$2,700,000
I-75	Nalle Road	Nalle Road	4	6	2	(12)	0.60	1.46	\$2,547,919	\$5,095,838	\$3,300,000	\$3,300,000	1.00000	\$3,300,000
Nalle Road	SR 31	SR 31	2	4	2	(11)	2.70	1.46	\$2,253,802	\$4,507,604	\$13,100,000	\$13,100,000	1.00000	\$13,100,000
Nalle Road	SR 31	SR 31	4	6	2	(12)	2.70	1.46	\$2,547,919	\$5,095,838	\$24,700,000	\$24,700,000	1.00000	\$24,700,000
Buckingham Road	Oranges River Boulevard	SR 80	2	4	2	(11)	2.60	1.00	\$5,305,077	\$10,610,154	\$27,500,000	\$27,500,000	0.86478	\$18,900,000
Del Prado Extension	U.S. 41	Mellow Drive	2	4	2	(13)	2.52	1.00	\$8,115,078	\$16,230,156	\$40,800,000	\$40,800,000	0.00000	\$0
Del Prado Extension	U.S. 41	W. of I-75	0	4	4	(13)	2.52	1.00	\$8,115,078	\$16,230,156	\$32,000,000	\$32,000,000	0.00000	\$0
Hart Road	Gage Way	Del Prado Ext.	0	2	2	(12)	1.00	1.46	\$2,253,802	\$4,507,604	\$4,500,000	\$4,500,000	1.00000	\$4,500,000
Nalle Road	Del Prado Extension	Nalle Road	2	4	2	(12)	3.80	1.00	\$3,520,000	\$7,040,000	\$28,800,000	\$28,800,000	1.00000	\$28,800,000
Nalle Road	SR 31	Nalle Road	0	2	2	(13)	2.50	1.00	\$3,520,000	\$7,040,000	\$17,600,000	\$17,600,000	0.00000	\$0
Nalle Road	SR 31	SR 31	2	4	2	(12)	2.50	1.00	\$3,520,000	\$7,040,000	\$17,600,000	\$17,600,000	1.00000	\$17,600,000
Nalle Road	Bayshore Road	Nalle Grade Ext.	2	4	2	(12)	3.00	1.46	\$2,253,802	\$4,507,604	\$14,500,000	\$14,500,000	1.00000	\$14,500,000
North River Road	SR 31	Broadway Road	2	4	2	(12)	10.20	1.46	\$2,253,802	\$4,507,604	\$48,400,000	\$48,400,000	1.00000	\$48,400,000
SR 31	Bridge	Bridge	2	4	2	(11)	0.70	1.00	\$2,200,000	\$4,400,000	\$3,100,000	\$3,100,000	1.00000	\$3,100,000
SR 80	Bridge	Bridge	4	6	2	(12)	0.70	1.00	\$2,200,000	\$4,400,000	\$3,100,000	\$3,100,000	1.00000	\$3,100,000
Bridge	Bridge	Bridge	0	6	6	(12)	0.50	1.00	\$8,745,000	\$17,490,000	\$28,200,000	\$28,200,000	1.00000	\$28,200,000
Bayshore Road	Bayshore Road	Bayshore Road	2	4	2	(11)	0.20	1.00	\$2,200,000	\$4,400,000	\$900,000	\$900,000	1.00000	\$900,000
Bayshore Road	Bayshore Road	Bayshore Road	4	6	2	(12)	0.20	1.00	\$2,200,000	\$4,400,000	\$900,000	\$900,000	1.00000	\$900,000
Bayshore Road	North River Road	North River Road	2	4	2	(11)	1.30	1.00	\$2,200,000	\$4,400,000	\$5,700,000	\$5,700,000	1.00000	\$5,700,000
Bayshore Road	North River Road	North River Road	4	6	2	(12)	1.30	1.00	\$2,200,000	\$4,400,000	\$5,700,000	\$5,700,000	1.00000	\$5,700,000
North River Road	Project Entrance	Project Entrance	2	4	2	(11)	1.10	1.00	\$2,200,000	\$4,400,000	\$4,800,000	\$4,800,000	1.00000	\$4,800,000
North River Road	Project Entrance	Project Entrance	4	6	2	(12)	1.10	1.00	\$2,200,000	\$4,400,000	\$4,800,000	\$4,800,000	1.00000	\$4,800,000
Project Entrance	County Line	County Line	2	4	2	(11)	0.90	1.00	\$2,200,000	\$4,400,000	\$4,000,000	\$4,000,000	1.00000	\$4,000,000
Project Entrance	County Line	County Line	4	6	2	(12)	0.90	1.00	\$2,200,000	\$4,400,000	\$4,000,000	\$4,000,000	1.00000	\$4,000,000
SR 31	Tropic Avenue	Tropic Avenue	4	6	2	(13)	1.50	1.00	\$3,600,000	\$7,200,000	\$10,800,000	\$10,800,000	0.00000	\$0
SR 80	Buckingham Road	Buckingham Road	4	6	2	(13)	1.00	1.00	\$3,600,000	\$7,200,000	\$7,200,000	\$7,200,000	1.00000	\$7,200,000
SR 80	Hickey Creek	Hickey Creek	4	6	2	(13)	0.50	1.00	\$3,600,000	\$7,200,000	\$3,600,000	\$3,600,000	1.00000	\$3,600,000
SR 80	Hickey Creek	Hickey Creek	4	6	2	(11)	4.90	1.00	\$3,600,000	\$7,200,000	\$35,500,000	\$35,500,000	1.00000	\$35,500,000
Babcock NIS Road	North River Road	Project Entrance	0	6	6	(12)	0.90	1.00	\$2,200,000	\$4,400,000	\$14,500,000	\$14,500,000	1.00000	\$14,500,000
Babcock NIS Road	Project Entrance	Project Entrance	0	6	6	(12)	0.90	1.00	\$2,200,000	\$4,400,000	\$11,900,000	\$11,900,000	1.00000	\$11,900,000

FOOTNOTES:

- (1) Improvement costs (2004-1) obtained from Florida DOT 2004 Transportation Costs, March 2005 (pages 8-9).
- (2) Improvement costs adjusted (for inflation) to 2005, where applicable, per Implied Price Deflator factor from the Florida DOT 2004 Transportation Costs, March 2005 (page 17).
- (3) Per Lee County MPO 2030 Highway Element As Adopted December 7th, 2005 with Approved Amendments on January 20th, 2008.
- (4) Parallel facility, capacity and improvement costs are based on National Street Extension (per 4) from Ocala Avenue to Forum (1.15 miles).
- (5) Improvement cost based on 10% widening of I-75 from Alca Road to SR 62.
- (6) Number of lanes is based on the volume/capacity ratio. The total number of lanes added could be parallel facilities.
- (7) Adjustment factor to account for right-of-way and other engineering costs, where needed.
- (8) Per Florida DOT 2004 Transportation Costs, March 2005 (page 11) the ratio of engineering to construction costs is approximately 45%.
- (9) Engineering costs include preliminary engineering, construction engineering inspection, design, construction engineering inspection, right-of-way and related overhead costs.
- (10) 2000 Financial Feasible Plan needs number of lanes.
- (11) Intentionally left blank.
- (12) 100% mitigation.
- (13) Per Florida DOT 2004 Transportation Costs, March 2005 (page 11) the ratio of engineering to construction costs is approximately 45%.

Proportionate Share
100% Mitigation

Babcock Total
Total Lassa Babcock NIS Road

Total Improvement Cost
% Babcock

4/13/2006

**BABCOCK RANCH PLAN AMENDMENT
RECOMMENDED ROADWAY IMPROVEMENTS WITH 50% INTERNAL CAPTURE,
2030 COST ESTIMATES
CHARLOTTE COUNTY**

FOOTNOTES:

- (1) Sources: Charlotte County Public Works Department, Virginia Piedmont Engineering, Inc., construction engineering inspection, fish-oyster and oyster-cornmeal oyster.
- (2) "Proposed Marine Stages - Project Funding is a Priority," *Charlotte Observer*, 1993.
- (3) "100% completion."
- (4) 2000 Oyster Festival, North Harbor of Oyster.
- (5) Maximum number of attendees shown. *Panel* (sample attendees may be relevant and partial dollars, such as \$100,000, \$200,000, \$300,000, \$400,000, \$500,000, \$600,000, \$700,000, \$800,000, \$900,000, \$1,000,000, \$1,100,000, \$1,200,000, \$1,300,000, \$1,400,000, \$1,500,000, \$1,600,000, \$1,700,000, \$1,800,000, \$1,900,000, \$2,000,000, \$2,100,000, \$2,200,000, \$2,300,000, \$2,400,000, \$2,500,000, \$2,600,000, \$2,700,000, \$2,800,000, \$2,900,000, \$3,000,000, \$3,100,000, \$3,200,000, \$3,300,000, \$3,400,000, \$3,500,000, \$3,600,000, \$3,700,000, \$3,800,000, \$3,900,000, \$4,000,000, \$4,100,000, \$4,200,000, \$4,300,000, \$4,400,000, \$4,500,000, \$4,600,000, \$4,700,000, \$4,800,000, \$4,900,000, \$5,000,000, \$5,100,000, \$5,200,000, \$5,300,000, \$5,400,000, \$5,500,000, \$5,600,000, \$5,700,000, \$5,800,000, \$5,900,000, \$6,000,000, \$6,100,000, \$6,200,000, \$6,300,000, \$6,400,000, \$6,500,000, \$6,600,000, \$6,700,000, \$6,800,000, \$6,900,000, \$7,000,000, \$7,100,000, \$7,200,000, \$7,300,000, \$7,400,000, \$7,500,000, \$7,600,000, \$7,700,000, \$7,800,000, \$7,900,000, \$8,000,000, \$8,100,000, \$8,200,000, \$8,300,000, \$8,400,000, \$8,500,000, \$8,600,000, \$8,700,000, \$8,800,000, \$8,900,000, \$9,000,000, \$9,100,000, \$9,200,000, \$9,300,000, \$9,400,000, \$9,500,000, \$9,600,000, \$9,700,000, \$9,800,000, \$9,900,000, \$10,000,000, \$10,100,000, \$10,200,000, \$10,300,000, \$10,400,000, \$10,500,000, \$10,600,000, \$10,700,000, \$10,800,000, \$10,900,000, \$11,000,000, \$11,100,000, \$11,200,000, \$11,300,000, \$11,400,000, \$11,500,000, \$11,600,000, \$11,700,000, \$11,800,000, \$11,900,000, \$12,000,000, \$12,100,000, \$12,200,000, \$12,300,000, \$12,400,000, \$12,500,000, \$12,600,000, \$12,700,000, \$12,800,000, \$12,900,000, \$13,000,000, \$13,100,000, \$13,200,000, \$13,300,000, \$13,400,000, \$13,500,000, \$13,600,000, \$13,700,000, \$13,800,000, \$13,900,000, \$14,000,000, \$14,100,000, \$14,200,000, \$14,300,000, \$14,400,000, \$14,500,000, \$14,600,000, \$14,700,000, \$14,800,000, \$14,900,000, \$15,000,000, \$15,100,000, \$15,200,000, \$15,300,000, \$15,400,000, \$15,500,000, \$15,600,000, \$15,700,000, \$15,800,000, \$15,900,000, \$16,000,000, \$16,100,000, \$16,200,000, \$16,300,000, \$16,400,000, \$16,500,000, \$16,600,000, \$16,700,000, \$16,800,000, \$16,900,000, \$17,000,000, \$17,100,000, \$17,200,000, \$17,300,000, \$17,400,000, \$17,500,000, \$17,600,000, \$17,700,000, \$17,800,000, \$17,900,000, \$18,000,000, \$18,100,000, \$18,200,000, \$18,300,000, \$18,400,000, \$18,500,000, \$18,600,000, \$18,700,000, \$18,800,000, \$18,900,000, \$19,000,000, \$19,100,000, \$19,200,000, \$19,300,000, \$19,400,000, \$19,500,000, \$19,600,000, \$19,700,000, \$19,800,000, \$19,900,000, \$20,000,000, \$20,100,000, \$20,200,000, \$20,300,000, \$20,400,000, \$20,500,000, \$20,600,000, \$20,700,000, \$20,800,000, \$20,900,000, \$21,000,000, \$21,100,000, \$21,200,000, \$21,300,000, \$21,400,000, \$21,500,000, \$21,600,000, \$21,700,000, \$21,800,000, \$21,900,000, \$22,000,000, \$22,100,000, \$22,200,000, \$22,300,000, \$22,400,000, \$22,500,000, \$22,600,000, \$22,700,000, \$22,800,000, \$22,900,000, \$23,000,000, \$23,100,000, \$23,200,000, \$23,300,000, \$23,400,000, \$23,500,000, \$23,600,000, \$23,700,000, \$23,800,000, \$23,900,000, \$24,000,000, \$24,100,000, \$24,200,000, \$24,300,000, \$24,400,000, \$24,500,000, \$24,600,000, \$24,700,000, \$24,800,000, \$24,900,000, \$25,000,000, \$25,100,000, \$25,200,000, \$25,300,000, \$25,400,000, \$25,500,000, \$25,600,000, \$25,700,000, \$25,800,000, \$25,900,000, \$26,000,000, \$26,100,000, \$26,200,000, \$26,300,000, \$26,400,000, \$26,500,000, \$26,600,000, \$26,700,000, \$26,800,000, \$26,900,000, \$27,000,000, \$27,100,000, \$27,200,000, \$27,300,000, \$27,400,000, \$27,500,000, \$27,600,000, \$27,700,000, \$27,800,000, \$27,900,000, \$28,000,000, \$28,100,000, \$28,200,000, \$28,300,000, \$28,400,000, \$28,500,000, \$28,600,000, \$28,700,000, \$28,800,000, \$28,900,000, \$29,000,000, \$29,100,000, \$29,200,000, \$29,300,000, \$29,400,000, \$29,500,000, \$29,600,000, \$29,700,000, \$29,800,000, \$29,900,000, \$30,000,000, \$30,100,000, \$30,200,000, \$30,300,000, \$30,400,000, \$30,500,000, \$30,600,000, \$30,700,000, \$30,800,000, \$30,900,000, \$31,000,000, \$31,100,000, \$31,200,000, \$31,300,000, \$31,400,000, \$31,500,000, \$31,600,000, \$31,700,000, \$31,800,000, \$31,900,000, \$32,000,000, \$32,100,000, \$32,200,000, \$32,300,000, \$32,400,000, \$32,500,000, \$32,600,000, \$32,700,000, \$32,800,000, \$32,900,000, \$33,000,000, \$33,100,000, \$33,200,000, \$33,300,000, \$33,400,000, \$33,500,000, \$33,600,000, \$33,700,000, \$33,800,000

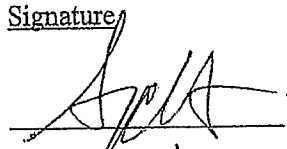

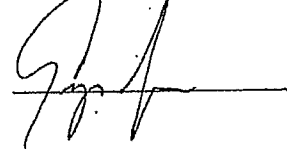
MSKP III, Inc.
Secretary's Certificate

May 9, 2006

The undersigned, Thomas Hoban, hereby certifies that he is the duly elected corporate secretary of MSKP III, Inc., a Florida corporation (the "Company"), and in his capacity as such officer further certifies as follows:

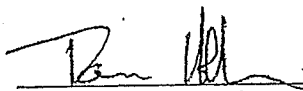
1. Attached hereto as Exhibit A is a true and correct copy of the resolutions of the Board of Directors of the Company (the "Board") authorizing the Babcock Ranch Community Road Planning Agreement Regarding the Charlotte County Babcock Ranch Overlay District Amendments (the "Agreement"); such resolutions have not been amended, modified or rescinded and remain in full force and effect as of the date hereof; and such resolutions are the only resolutions which have been adopted by the Company's governing body relating to the transaction contemplated by the Agreement.

2. Each of the following persons is a duly qualified and acting officer of the Company, duly elected to the office or offices set forth opposite his name, is authorized to execute documents on behalf of the Company, and the signature appearing opposite the name of each such officer is his authentic signature:

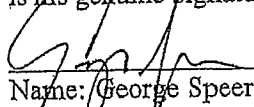
<u>Name</u>	<u>Title</u>	<u>Signature</u>
Sydney Kitson	Chief Executive Officer and President	
Thomas Hoban	Chief Operating Officer and Secretary	
George Speer	Chief Financial Officer and Assistant Secretary	

[Signature page follows]

IN WITNESS WHEREOF, I have executed this Certificate as of the day and year first above written.


Name: Thomas Hoban
Title: Secretary

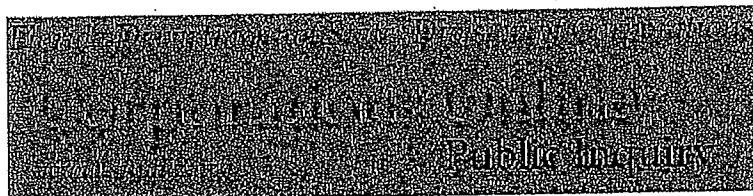
I, George Speer, Assistant Secretary of the Company, hereby certify that Thomas Hoban is the duly elected Secretary of the Company and that the signature shown above is his genuine signature.



Name: George Speer

Title: Assistant Secretary

Date: May 9, 2006



Florida Profit
MSKP III, INC.

PRINCIPAL ADDRESS
 9055 IBIS BLVD
 WEST PALM BEACH FL 33412

MAILING ADDRESS
 9055 IBIS BLVD
 WEST PALM BEACH FL 33412

Document Number
 P05000093512

FEI Number
 061752594

Date Filed
 06/30/2005

State
 FL

Status
 ACTIVE

Effective Date
 NONE

Registered Agent

Name & Address
SPEER, GEORGE 9055 IBIS BOULEVARD WEST PALM BEACH FL 33412
Name Changed: 03/14/2006
Address Changed: 03/14/2006

Officer/Director Detail

Name & Address	Title
KITSON, SYDNEY 9055 IBIS BOULEVARD WEST PALM BEACH FL 33412 US	D/P
HOBAN, THOMAS 9055 IBIS BOULEVARD WEST PALM BEACH FL 33412 US	D/S
BROCKWAY, RICHARD 9055 IBIS BOULEVARD WEST PALM BEACH FL 33412 US	D

DESANTI, CHARLES .9055 IBIS BOULEVARD WEST PALM BEACH FL 33412 US	D
SPEER, GEORGE 9055 IBIS BOULEVARD WEST PALM BEACH FL 33412 US	CFO

Annual Reports

Report Year	Filed Date
2006	03/14/2006

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No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

03/14/2006 – ANNUAL REPORT
06/30/2005 – Domestic Profit

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)[Corporations Help](#)

Exhibit A
Resolutions

**WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
MSKP III, INC.**

The undersigned, being all of the Board of Directors (the "Board") of MSKP III, INC., a Florida corporation (the "Company"), hereby consent to the taking of the following actions in lieu of a meeting.

WHEREAS, the Board believes that it is in the best interest of the Company to enter into that certain Babcock Ranch Community Road Planning Agreement Regarding the Charlotte County Babcock Ranch Overlay District Amendments (the "Agreement"); and

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, in substantially the form presented to the undersigned, is hereby approved and adopted, and that any officer or authorized person of the Company is authorized, empowered and directed to execute and deliver such Agreement, in substantially the form presented, with such amendments, additions, modifications and corrections thereto as such officer, authorized person may approve, such approval to be evidenced conclusively by his execution and delivery thereof; and it is further

RESOLVED, that any officer or authorized person of the Company is hereby authorized to take actions and to execute and deliver any documents that are necessary or desirable to effect the transactions contemplated by the Agreement, and take any and all such further actions and to execute and deliver all such further agreements, instruments and documents, in the name of and on behalf of the Company, and under its corporate seal or otherwise, in each case, as such officer or authorized person in his judgment deems necessary or advisable in order to fully carry out the intent and to accomplish the purposes of the foregoing resolutions; and it is further

RESOLVED, that any officer or authorized person of the Company is authorized, directed and empowered to make any amendments or modifications to the Agreement and any documents that are necessary or desirable to effect the transactions contemplated by the Agreement, such amendments or modifications and such other documents and instruments to be conclusively evidenced by the execution and delivery thereof; and it is further

RESOLVED, that all actions heretofore taken by any officer or authorized person of the Company in connection with the foregoing are ratified in all respects.

[Signature page follows]

IN WITNESS WHEREOF, the Board has executed this Consent as of this 9th
day of May, 2006.

DIRECTORS:



SYDNEY W. KITSON



THOMAS HOBAN



RICHARD BROCKWAY

CHARLES DESANTI

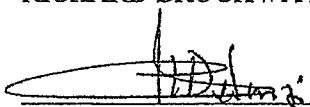
IN WITNESS WHEREOF, the Board has executed this Consent as of this 9th
day of May, 2006.

DIRECTORS:

SYDNEY W. KITSON

THOMAS HOBAN

RICHARD BROCKWAY



CHARLES DESANTI