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CPA
APPLICATION FOR
COMPREHENSIVE PLAN AMENDMENT
LEE COUNTY, FLORIDA

2006-00008

for

THE BABCOCK MIXED USE DISTRICT

August 2006

RECEIVED
AUG 29 2006

Prepared for:

COMMUNITY DEVELOPMENT

BABCOCK PROPERTY HOLDINGS, LLC,
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Port Charlotte, FL 33948

- Represented by -

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LEE COUNTY COMPREHENSIVE PLAN AMENDMENT

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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 and build from the extensive knowledge base of Lee County Staff, area experts and citizens. 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 900,000 square feet of non-residential from the Charlotte County portion of Area 6 to the Lee County portion of Area 6 leaving 5.1 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 for social, recreation and economic activity, coupled 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.

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SECTION 2

LEE COUNTY PLAN AMENDMENT APPLICATION

- a. Application for Comprehensive Plan Amendment with Executed Affidavit
- b. Executed Authorizations (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.

8/28/06

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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West Palm Beach

FL

33401-6194

CITY

STATE

ZIP

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(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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(239) 649-4040

Fishkind & Associates, Inc.

Hank Fishkind

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Orlando, Florida 32817

(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

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 2 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 921,200 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 22 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 = | <u>9.9</u> |
| | | | | 405.7 units |

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 921,200 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 of owner or owner-authorized agent

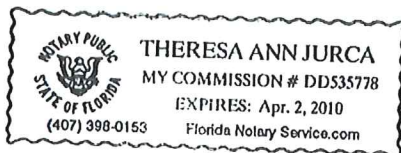
8/28/06
Date


Charles W. DeSanti
Typed or printed name

STATE OF FLORIDA)
COUNTY OF Charlotte

The foregoing instrument was certified and subscribed before me this 28th day of August 2006,
by Charles W. DeSanti who is personally known to me or who has produced
as identification.

(SEAL)




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, managing member

By: 
Name: Charles W. DeSanti
Title: President

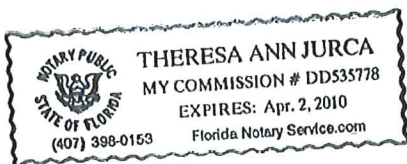
Address: 17837 Murdock Circle
Port Charlotte, Florida 33948

Tele: (941) 235-6900

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 28th day of August, 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)




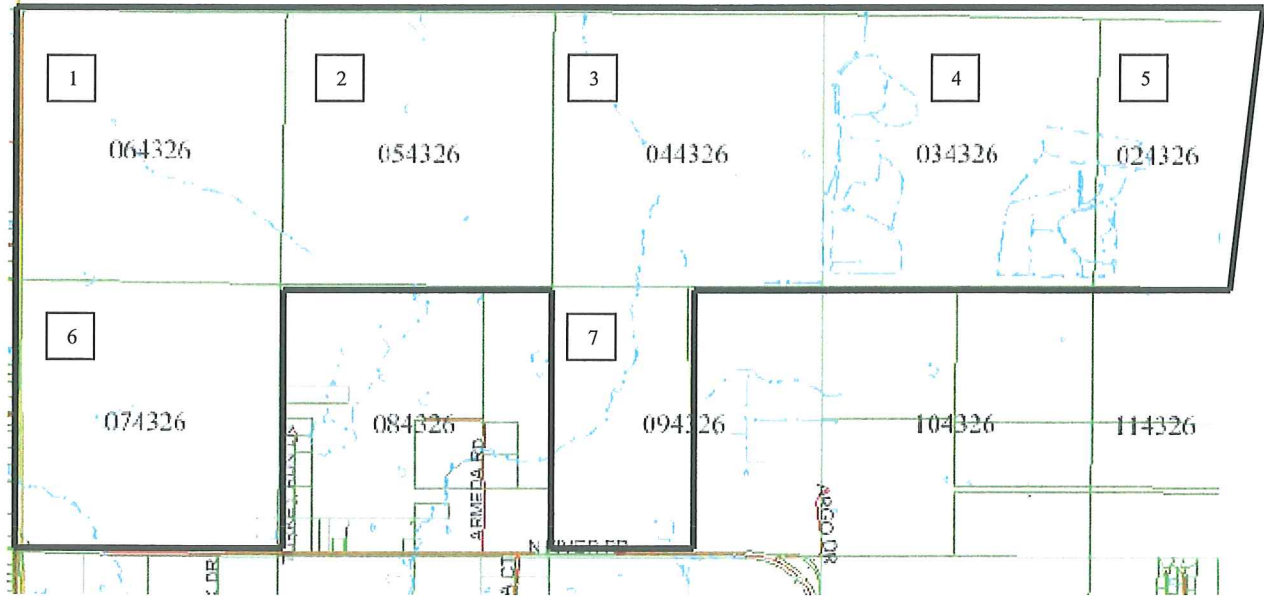

Theresa Ann Jurca
(Typed, printed or stamped name of Notary)

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 – Majority of Section (minus small portion along eastern
border)
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 2 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 921,200 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 22 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)

This map generally represents the future land use map 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.

This map is a general representation of the Future Land Use Maps as adopted by the Board of County Commissioners on September 17, 1999.

Revised By:

| ADOPTING ORDINANCE | DATE OF ADOPTION | EFFECTIVE DATE |
|-------------------------------|------------------|----------------|
| 69-02 | 1/31/1999 | 3/1/1999 |
| 69-09 | 3/7/1999 | 3/14/1999 |
| 69-43 | 9/6/1999 | 9/17/1999 |
| 69-44 | 9/12/1999 | 9/17/1999 |
| 91-10 | 4/3/1991 | 4/10/1991 |
| 91-19 | 7/9/1991 | 7/16/1991 |
| 92-35 | 6/7/1992 | 6/16/1992 |
| 92-41 | 9/15/1992 | 9/21/1992 |
| 92-47 | 10/27/1992 | 11/9/1992 |
| 92-48 | 10/27/1992 | 11/9/1992 |
| 92-51 | 12/9/1992 | 12/21/1992 |
| 93-05 | 2/22/1993 | 2/26/1993 |
| 93-05 | 2/22/1993 | 1/24/1994 |
| 94-23 | 9/29/1994 | 11/14/1994 |
| 94-29 | 10/26/1994 | 10/26/1995 |
| 94-30 | 11/1/1994 | 7/25/1995 |
| 95-27 | 12/20/1995 | 12/20/1995 |
| 95-19 | 10/27/1995 | 11/2/1995 |
| 97-05 | 3/5/1997 | 4/27/1997 |
| 97-17 | 8/22/1997 | 9/30/1997 |
| 97-13 | 6/24/1997 | 7/25/1997 |
| 97-22 | 11/25/1997 | 12/23/1997 |
| 98-02 | 1/13/1998 | 2/13/1998 |
| 98-09 | 6/3/1998 | 7/30/1998 |
| 98-02 | 4/13/1998 | 2/4/2000 |
| 98-26 | 11/24/1998 | 12/25/1998 |
| 98-15 | 11/22/1998 | 1/16/2000 |
| 98-16 | 11/22/1998 | 1/16/2000 |
| 98-17 | 11/22/1998 | 1/16/2000 |
| 98-18 | 11/22/1998 | 1/16/2000 |
| 98-19 | 11/22/1998 | 12/23/1998 |
| 00-08 | 5/4/2000 | 6/26/2000 |
| 00-16 | 8/9/2000 | 9/8/2000 |
| 00-22 | 11/1/2000 | 12/26/2000 |
| 01-04 | 12/13/2001 | 1/13/2002 |
| 02-02, 03, 04, 05, 06 | 1/10/2002 | 3/27/2002 |
| 02-29 | 10/21/2002 | 1/3/2003 |
| 03-01, 02, 03, 04, 05, 06, 07 | 1/9/2003 | 4/10/2003 |
| 03-12 | 5/6/2003 | 6/3/2003 |
| 03-18, 03-20, 03-21 | 10/23/2003 | 1/21/2004 |
| 03-28 | 12/15/2003 | 3/12/2004 |
| 04-14 | 6/20/2004 | 12/7/2004 |
| 04-15 | 9/22/2004 | 10/27/2004 |

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

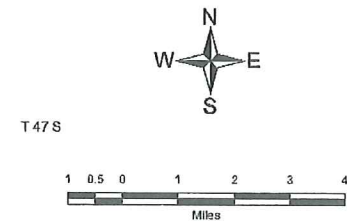
NON-URBAN AREAS

- Rural
- Rural Community Preserve
- Coastal Rural
- Outer Island
- Open Lands
- Density Reduction/Groundwater Resource
- Conservation Lands - Uplands

ENVIRONMENTALLY CRITICAL AREAS (WETLANDS)

- Wetlands
- Conservation Lands - 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.



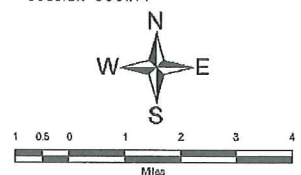
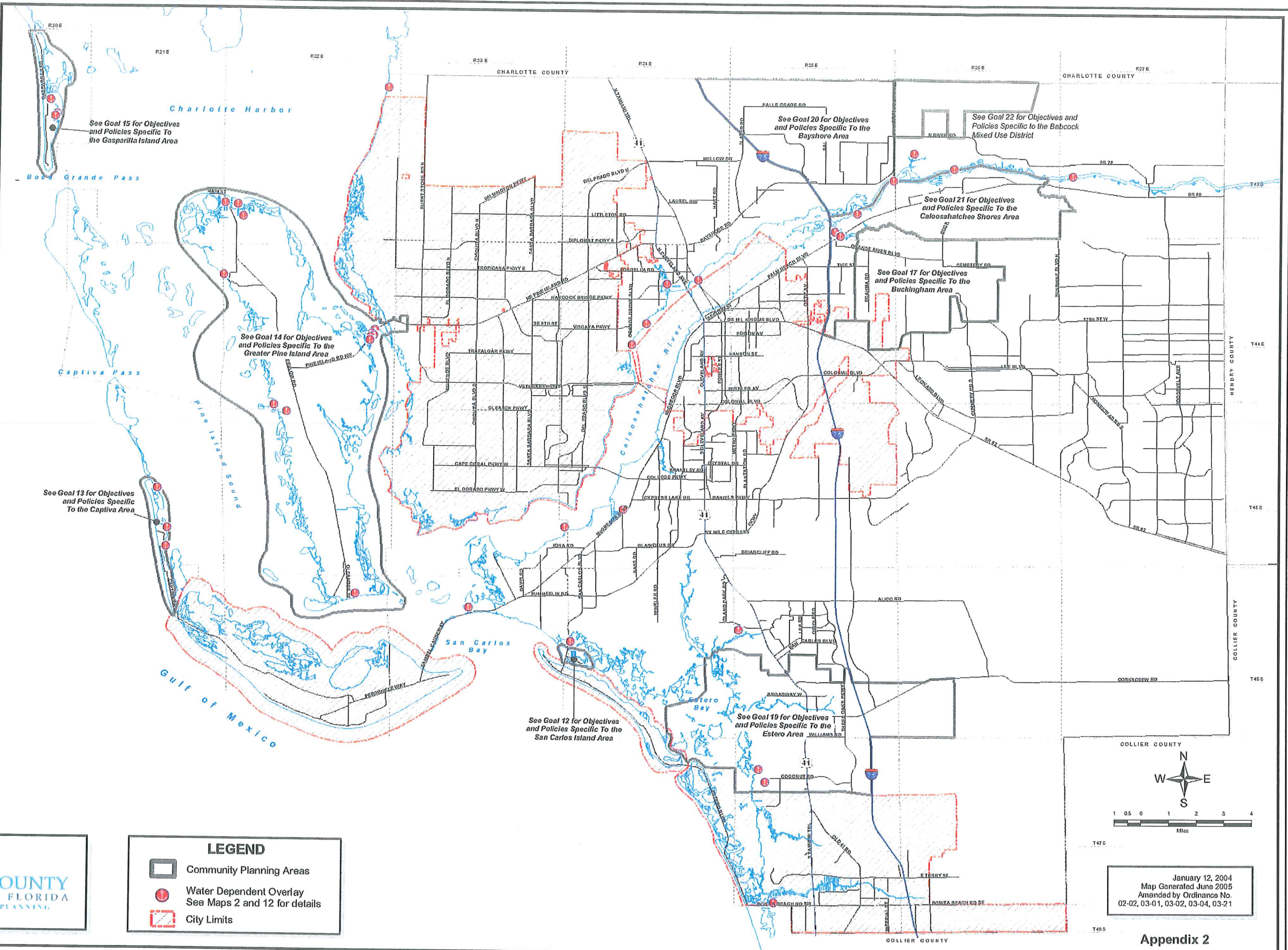
Map Generated June 2005

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 12, 2004
Map Generated June 2005
Amended by Ordinance No.
02-02, 03-01, 03-02, 03-04, 03-21

SPECIAL TREATMENT AREAS

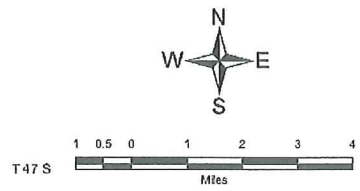
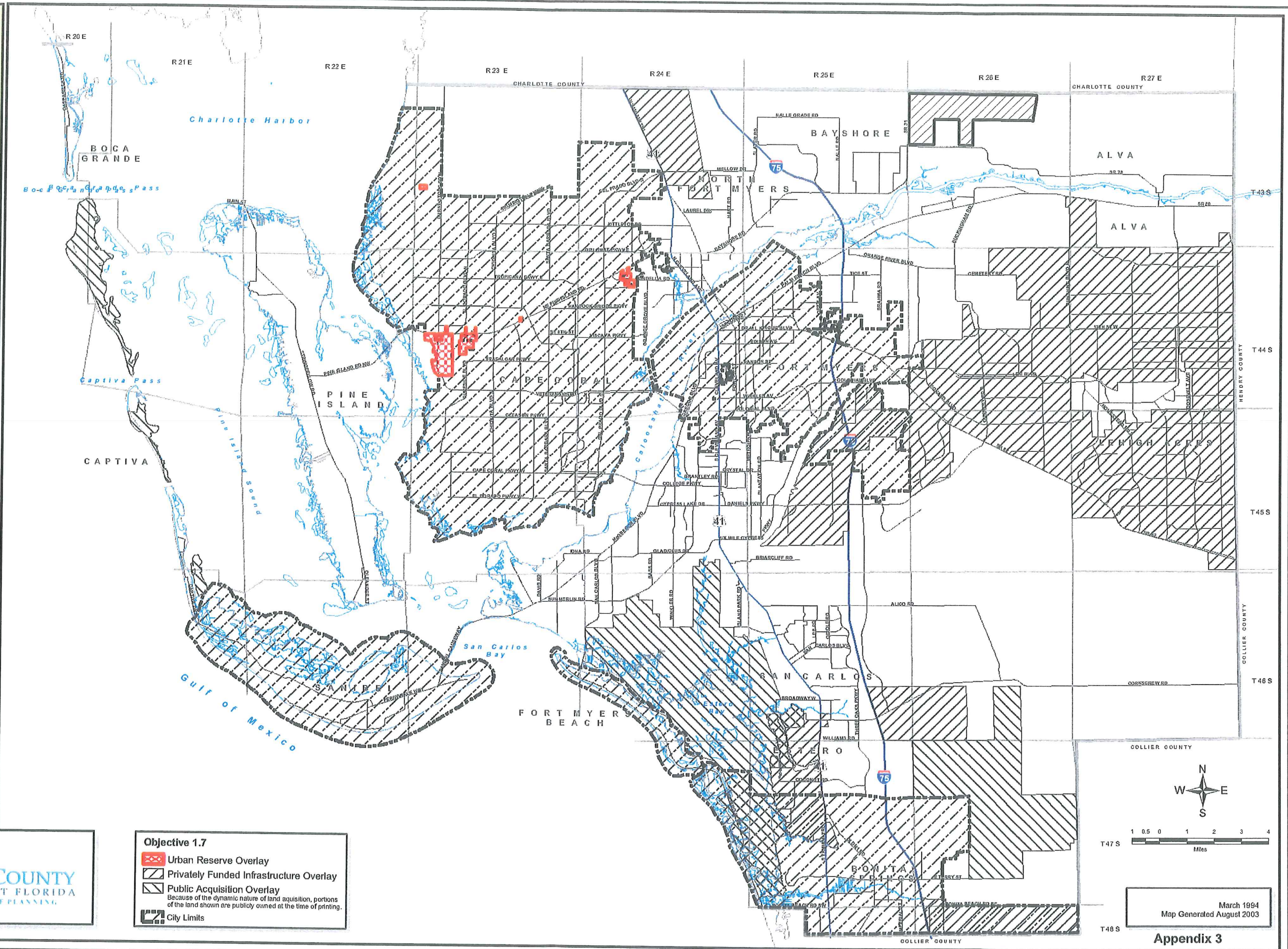
(Lee Plan Map 1 Page 4 of 5)



Objective 1.7

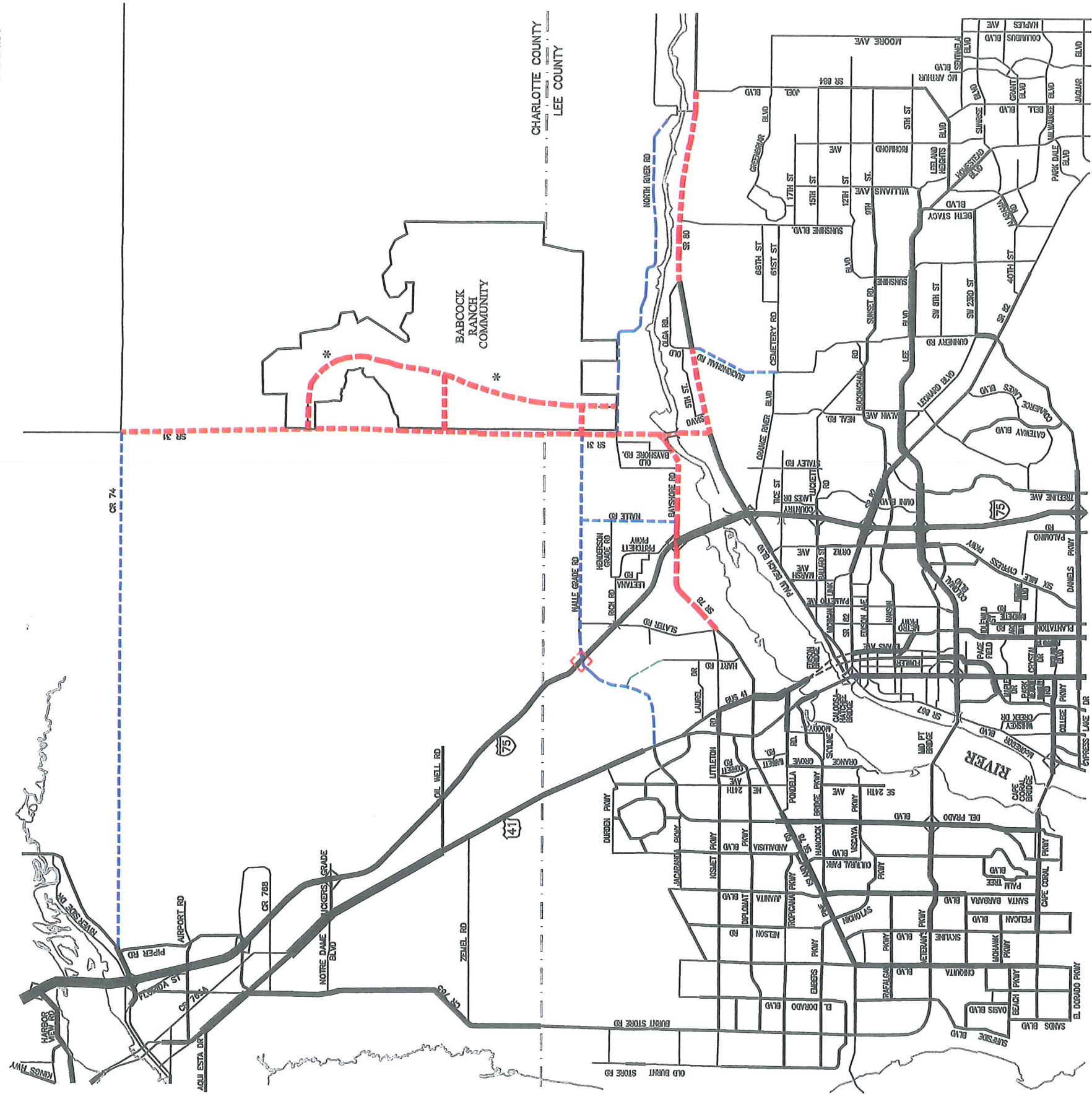
- Urban Reserve Overlay
- Privately Funded Infrastructure Overlay
- Public Acquisition Overlay
- City Limits

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



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

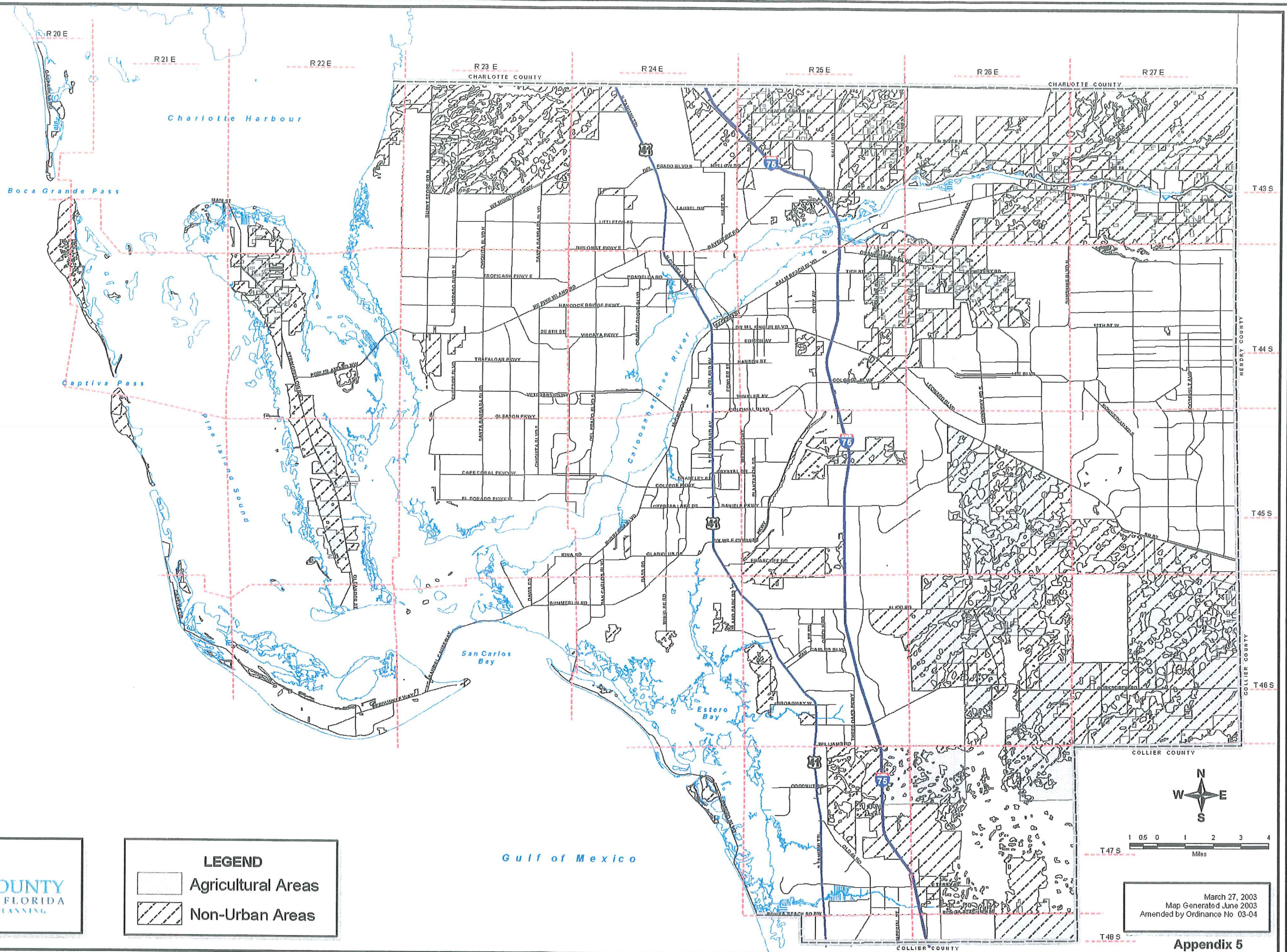
* Conceptual roadway only, shown for capacity purposes.

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

(Lee Plan Map 20)



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



1 0.5 0 1 2 3 4
Miles

March 27, 2003
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 2 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 2 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 921,200 square feet of non-residential space. Non-residential space will 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 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 Goal 22 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 acreage required in the Alva Planning Community to accommodate the density allowable 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 |
|---|--|-------------------|---------|-------------|----------------|-------------------|-------------|------------|---------|------------|------------------|-----------------|-----------------|
| Residential By Future Land Use Category | 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 | | | | | | | | | | | 2 |
| | Industrial Commercial Interchange | 7 | | | | 7 | | | | | | | |
| | 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 | 3,672 | | 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 22 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 22: 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 2 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 921,200 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 22.1: 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 22.1.1: 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 22.1.2: 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 22.1.3: 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 22.2: TRANSPORTATION: Transportation within the BMXD shall be planned and coordinated to create a mix of transportation options and a safe pedestrian environment.

Policy 22.2.1: 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 22.2.2: 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 22.2.3: 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 22.2.4: 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 22.2.5: 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 22.3: TRANSPORTATION CONCURRENCY MANAGEMENT: Provision of transportation facilities needed to serve the BMXD shall be planned and constructed in a timely and coordinated manner.

Policy 22.3.1: REWORK THIS POLICY 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 within 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.

Policy 22.3.2: 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 specify the responsible party, whether County, developer, or otherwise, for the funding of such transportation infrastructure.

Policy 22.3.3: The Lee County Capital Improvements Element, Capital Improvements Plan, and associated transportation planning maps for Lee County

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 22.3.4: 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 22.4: 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 22.4.1: 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 22.4.2: 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 22.4.3: 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 22.4.4: 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 22.5: 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 22.5.1: 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 22.5.2: 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 22.5.3: 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 22.5.4: 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 22.5.5: All pesticide use shall be as a last resort. The applicant shall include a phased approach to mosquito control within the community.

Policy 22.5.6: All homes and businesses shall include low flow showers, faucets and toilets to minimize use of water.

Policy 22.5.7: 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 22.6: COMMUNITY FACILITIES AND SERVICES: The BMXD shall be served with state of the art utility infrastructure.

Policy 22.6.1: All project utilities shall be underground.

Policy 22.6.2: Infrastructure shall be developed within the BMXD to support voice, video, data and security network systems, where feasible.

Policy 22.6.3: 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 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.

Policy 22.6.4: 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 22.6.5: 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 22.6.6: 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 22.6.7: 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 22.6.8: 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 22.7: 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 22.7.1: 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 22.7.2: 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 22.8: 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 22.8.1: 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 22.8.2: 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 22.9: 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 22.9.1: 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 22.10: 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 22.10.1: 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 22, 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. (Amended by Ordinance No. 98-09, 00-22, 03-21)

Volume I of II

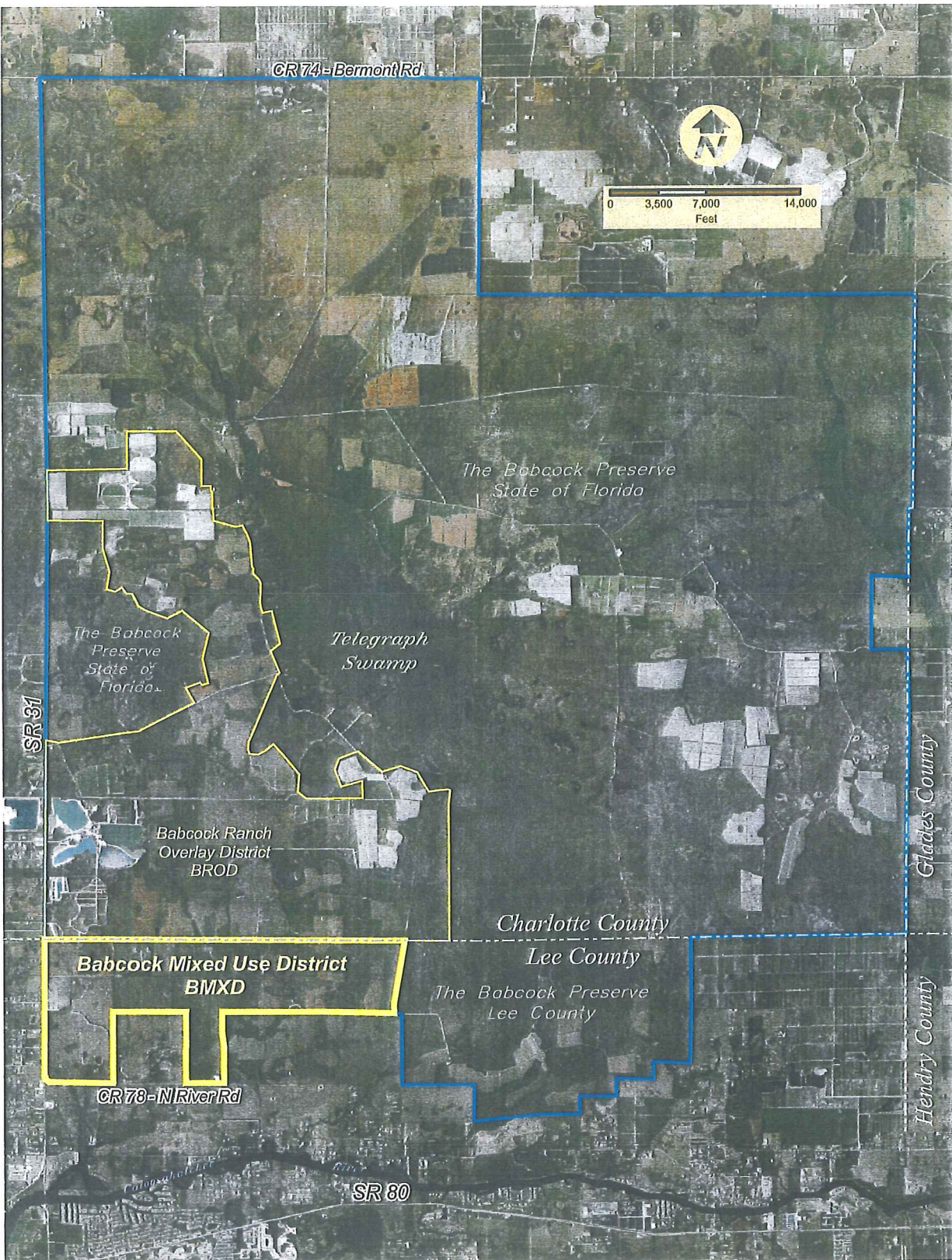
TABLE OF CONTENTS

SECTION 4

GENERAL MAPS

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| 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 | |
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Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.

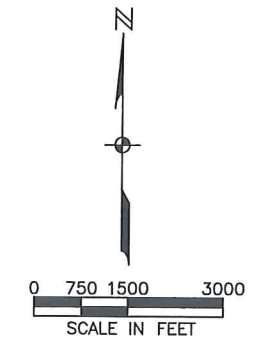
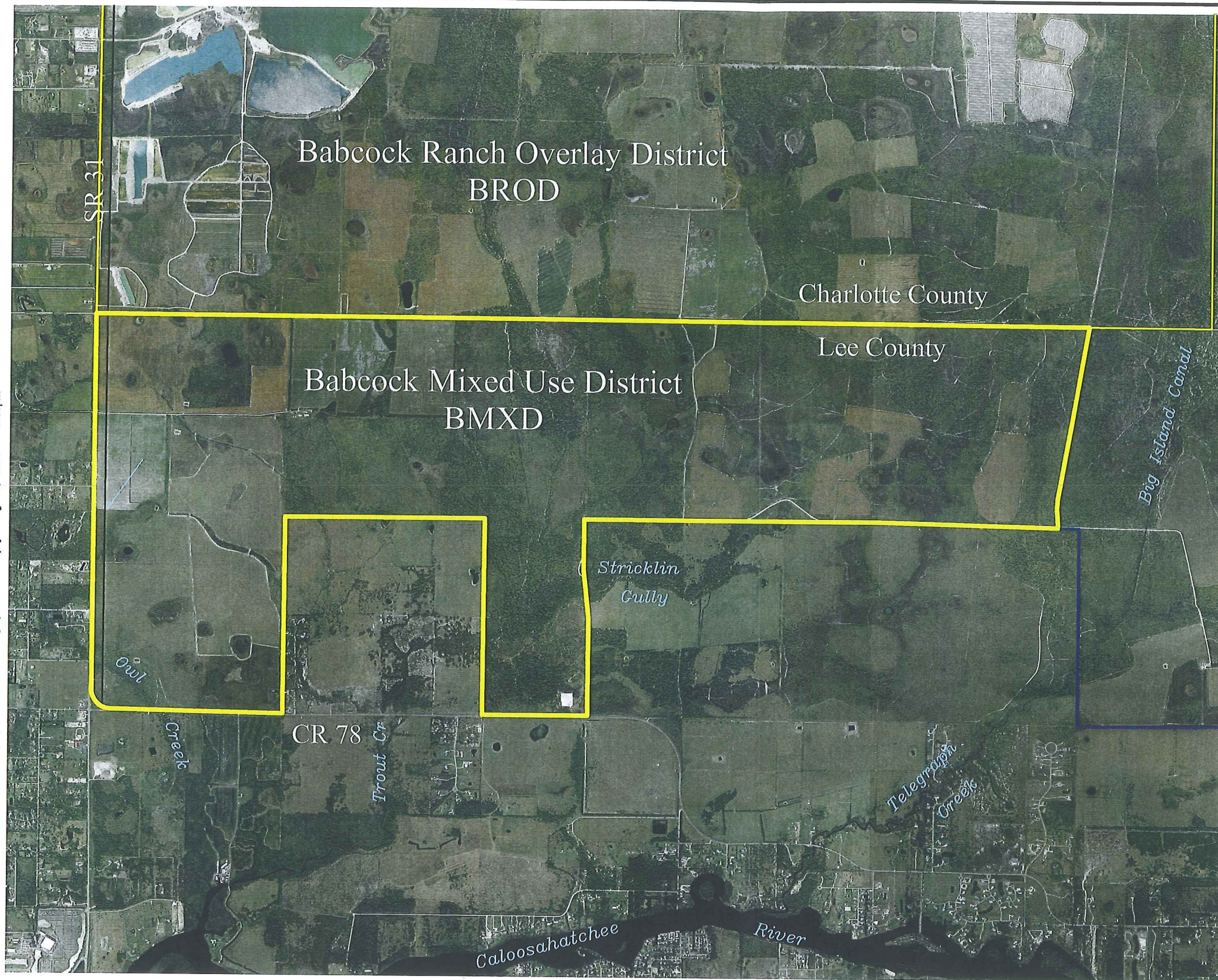
BABCOCK MIXED USE DISTRICT
AERIAL MARCH 2006

MAP 1A
July 24, 2006

Kitson & Partners

JOHNSON
ENGINEERING

N:\20066201\WaterMgmt\LeeCPA_Exhibits\Map1b_11x17Aerial.dwg (11x17 Aerial) jib Aug 15, 2006 - 1:41pm



NOTE: Aerial is from photography dated March 2006.

Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.



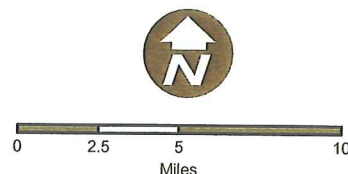
BABCOCK MIXED USE DISTRICT

AERIAL MAP

MAP 1B

July 24, 2006





Legend

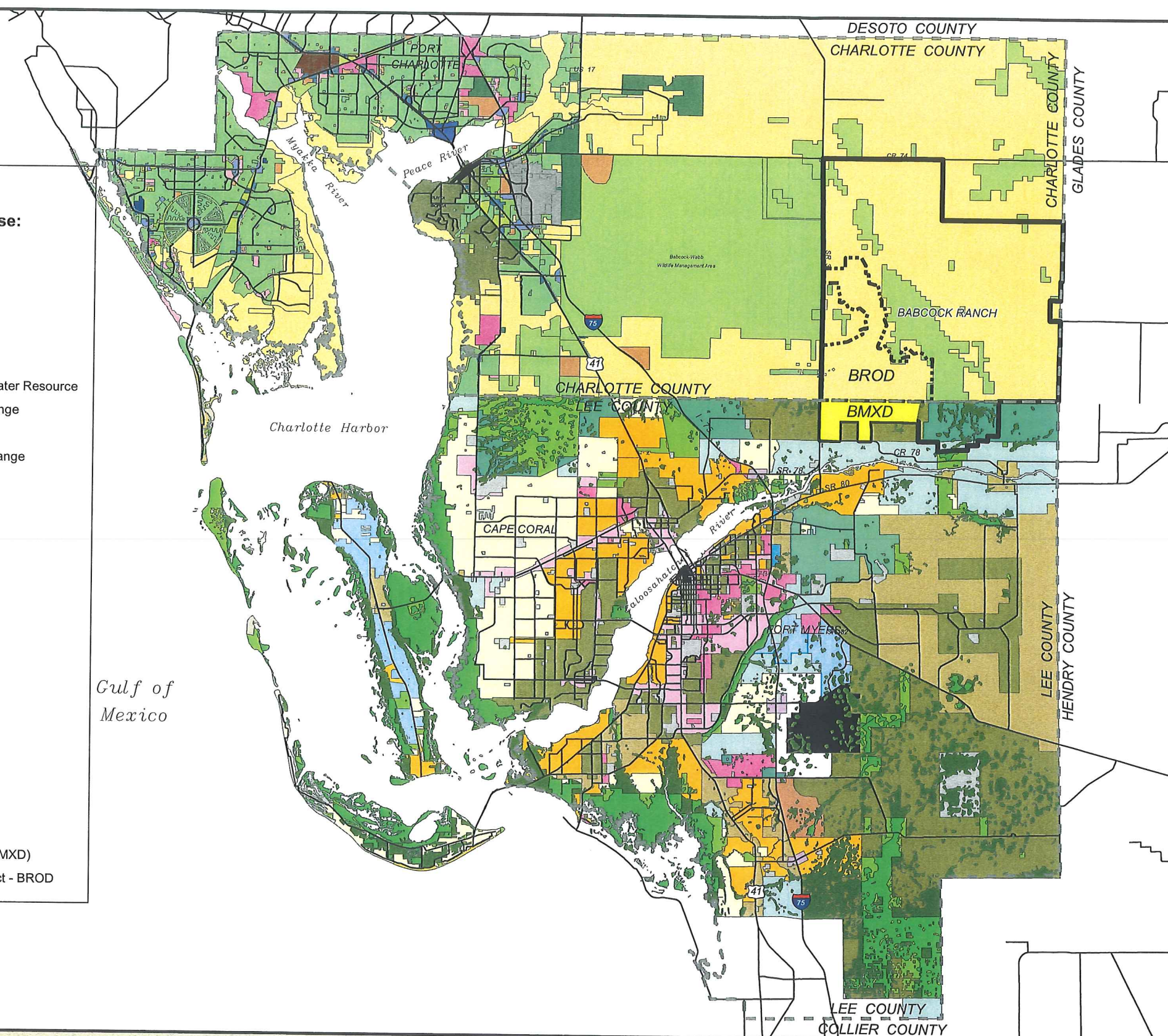
Charlotte County Future Land Use:

- 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

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 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

A SHARED VISION. A SHARED COMMITMENT.

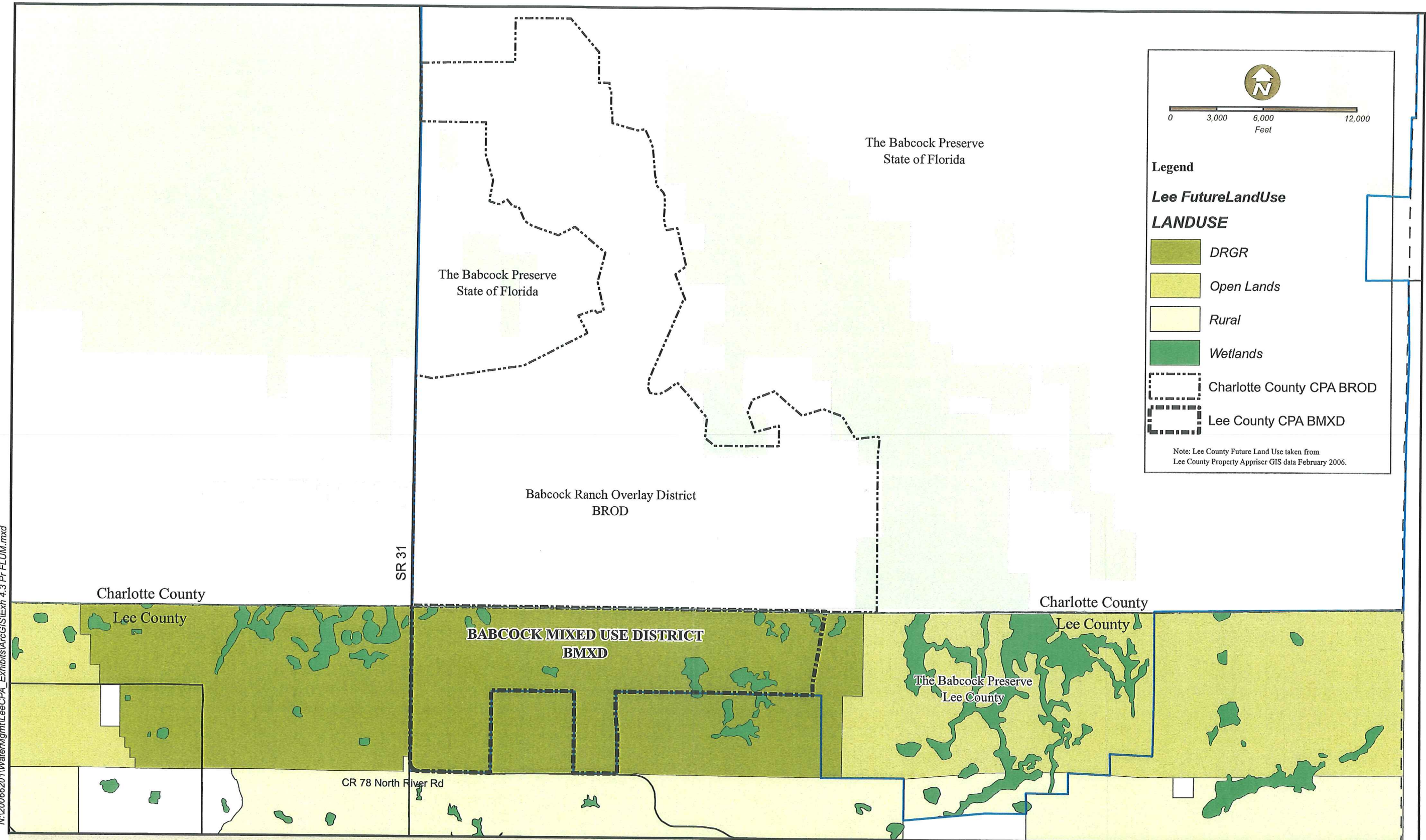
Kitson&Partners
LLC

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

July 24, 2006

JOHNSON
ENGINEERING

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Babcock Ranch

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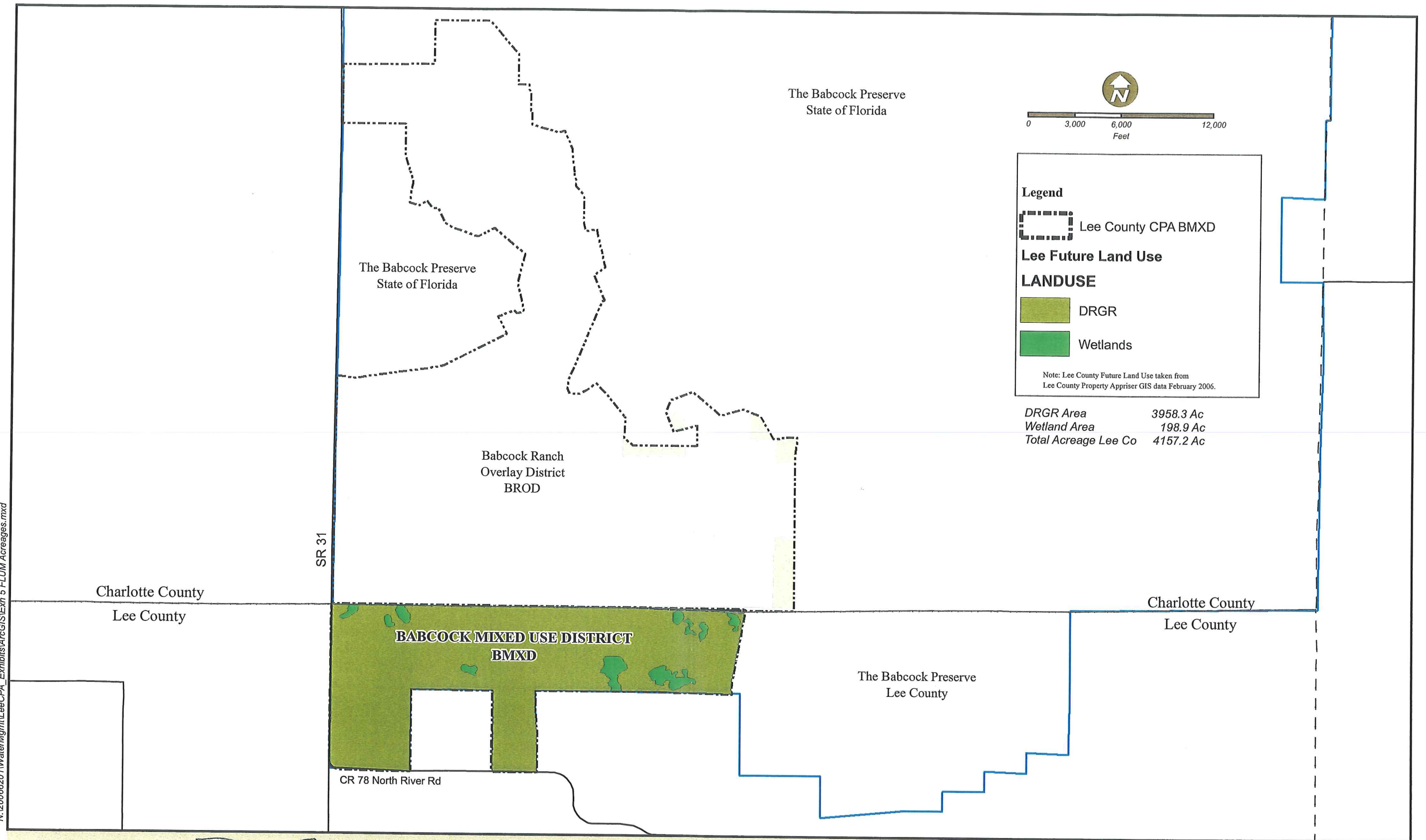
BABCOCK MIXED USE DISTRICT
COMBINED FUTURE LAND USE MAP

MAP 4

July 24, 2006



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Babcock Ranch

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

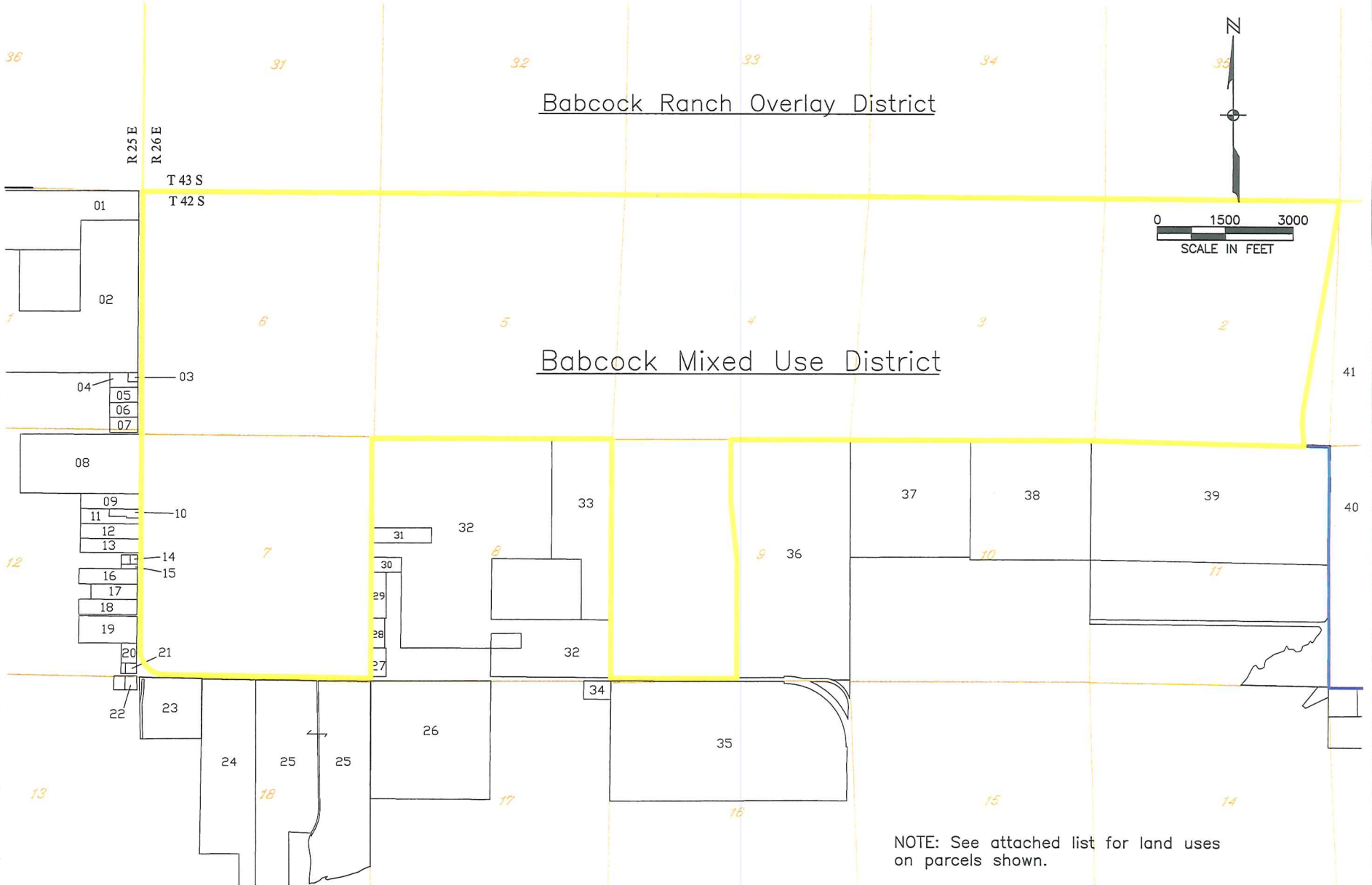
July 24, 2006



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 |

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Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.

BABCOCK MIXED USE DISTRICT
EXISTING SURROUNDING LAND USES MAP

MAP 6
July 24, 2006

Kitson&Partners
INC

JOHNSON
ENGINEERING



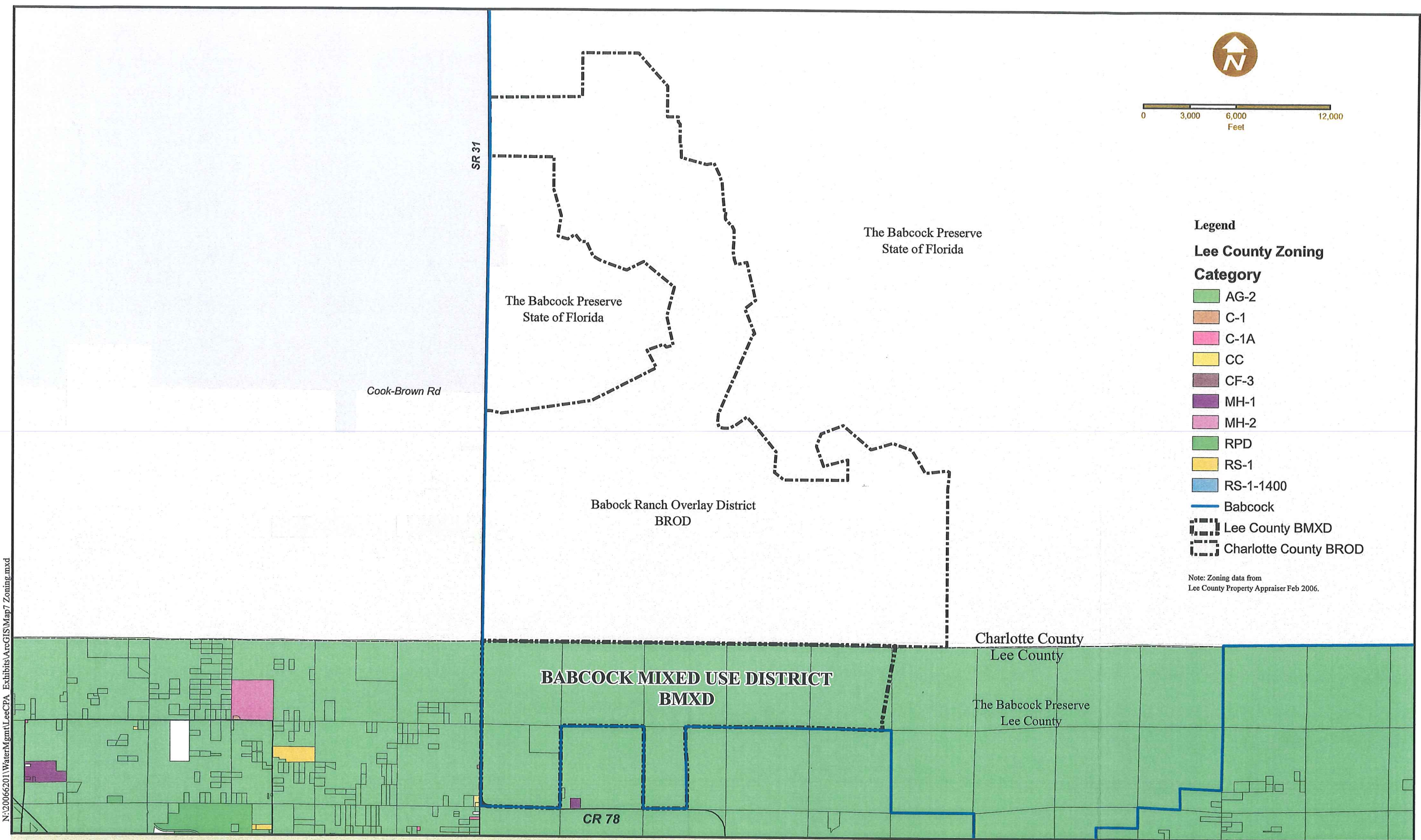
Legend

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.

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Babcock Ranch

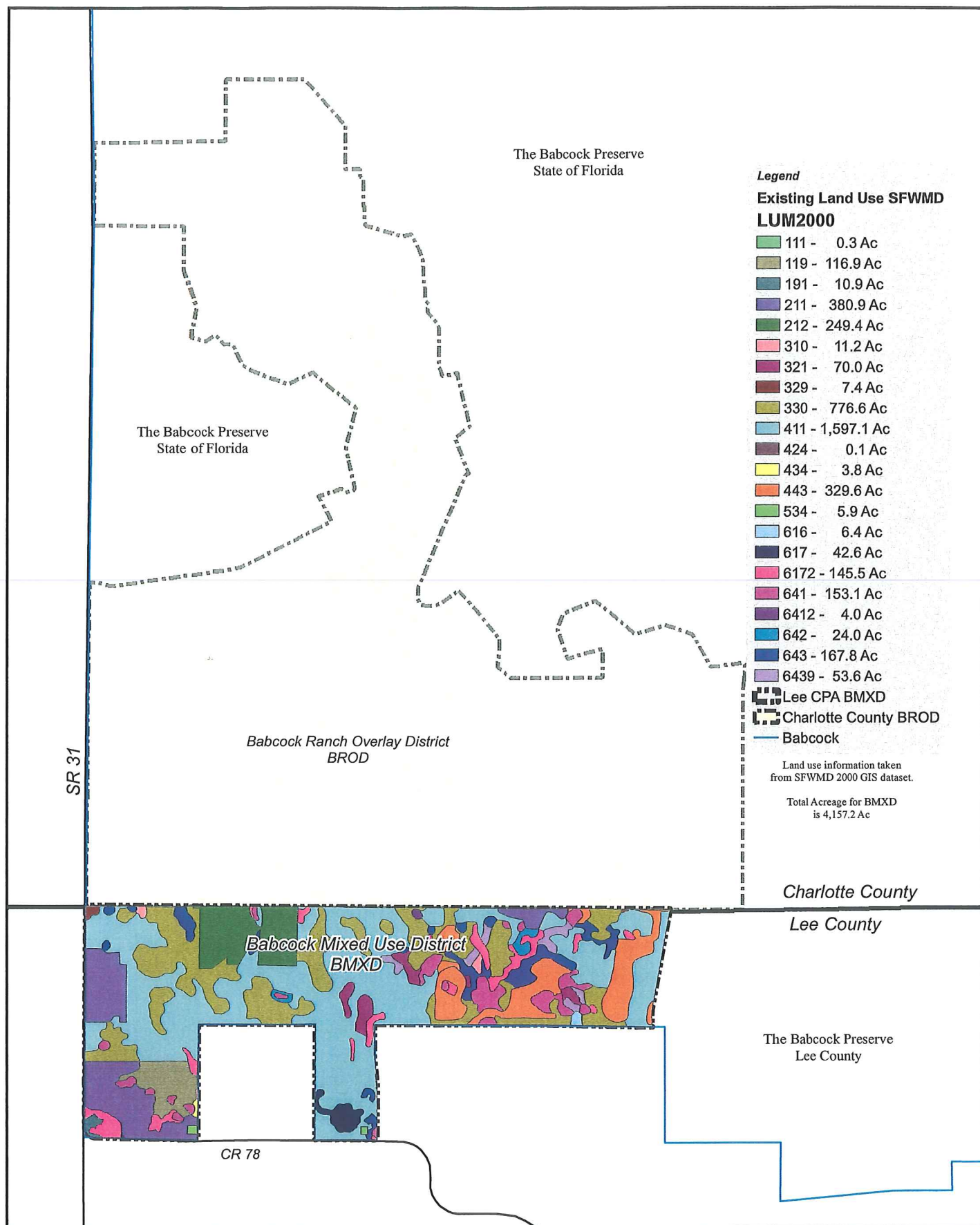
A SHARED VISION. A SHARED COMMITMENT.



BABCOCK MIXED USE DISTRICT
ZONING MAP
MAP 7
July 24, 2006



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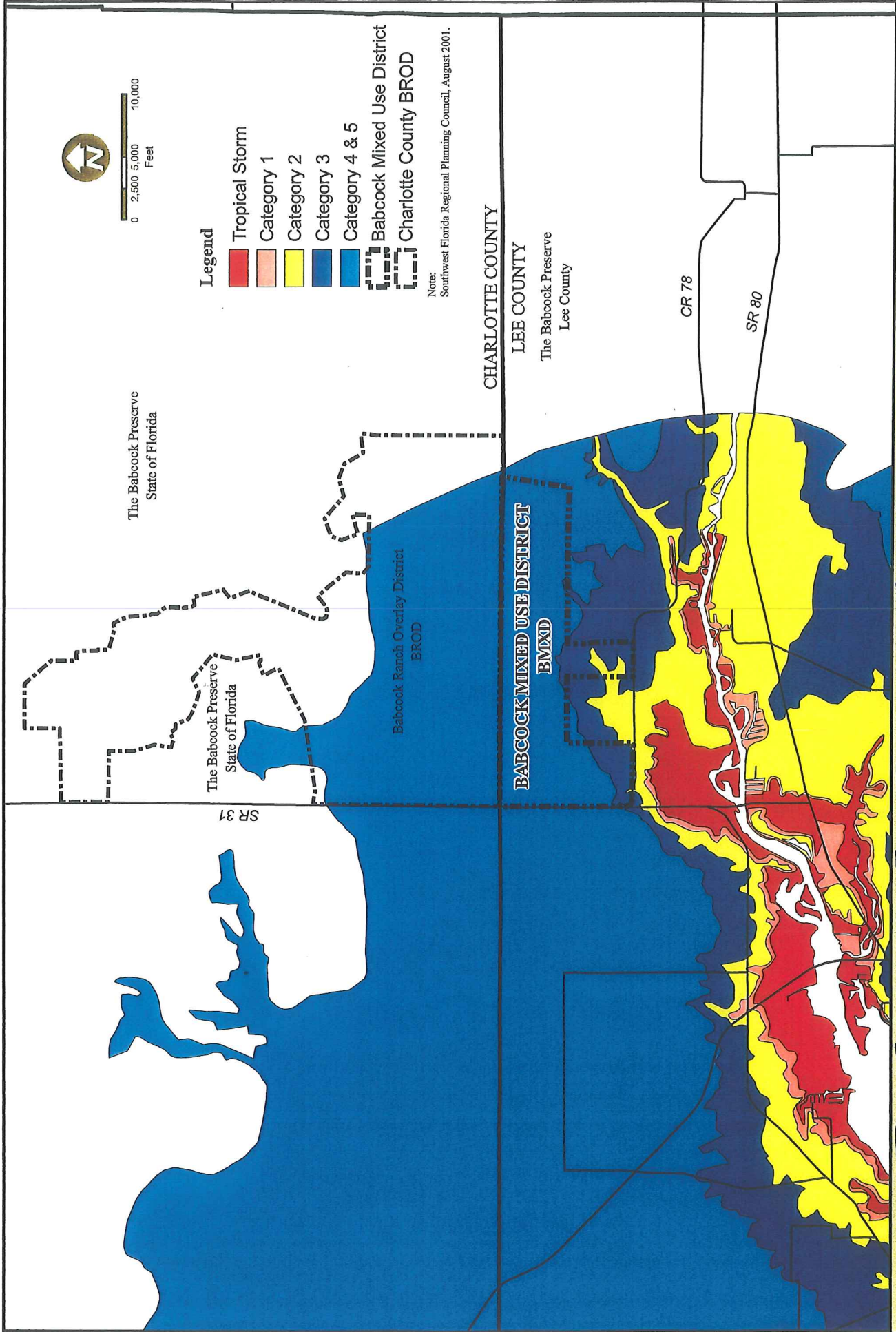
BABCOCK MIXED USE DISTRICT
EXISTING LAND USE

MAP 8

July 24, 2006

JOHNSON
ENGINEERING

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Babcock Ranch

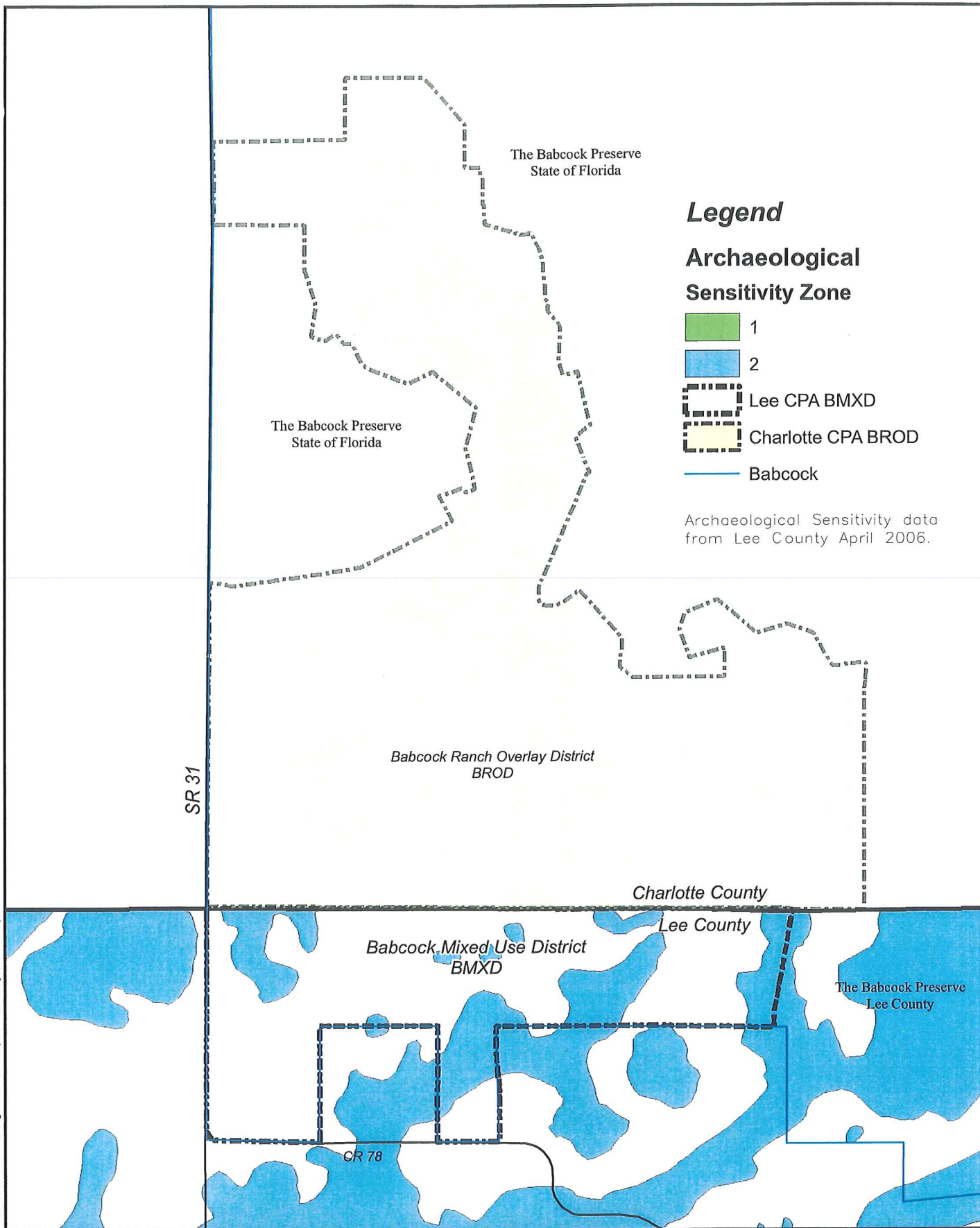
A SHARED VISION. A SHARED COMMITMENT.

BABCOCK MIXED USE DISTRICT
STORM SURGE MAP
MAP 9

July 24, 2006



N:\20066201\WaterMgmt\ArcGIS\Map10 Archeologic Sensitivity.mxd



Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.

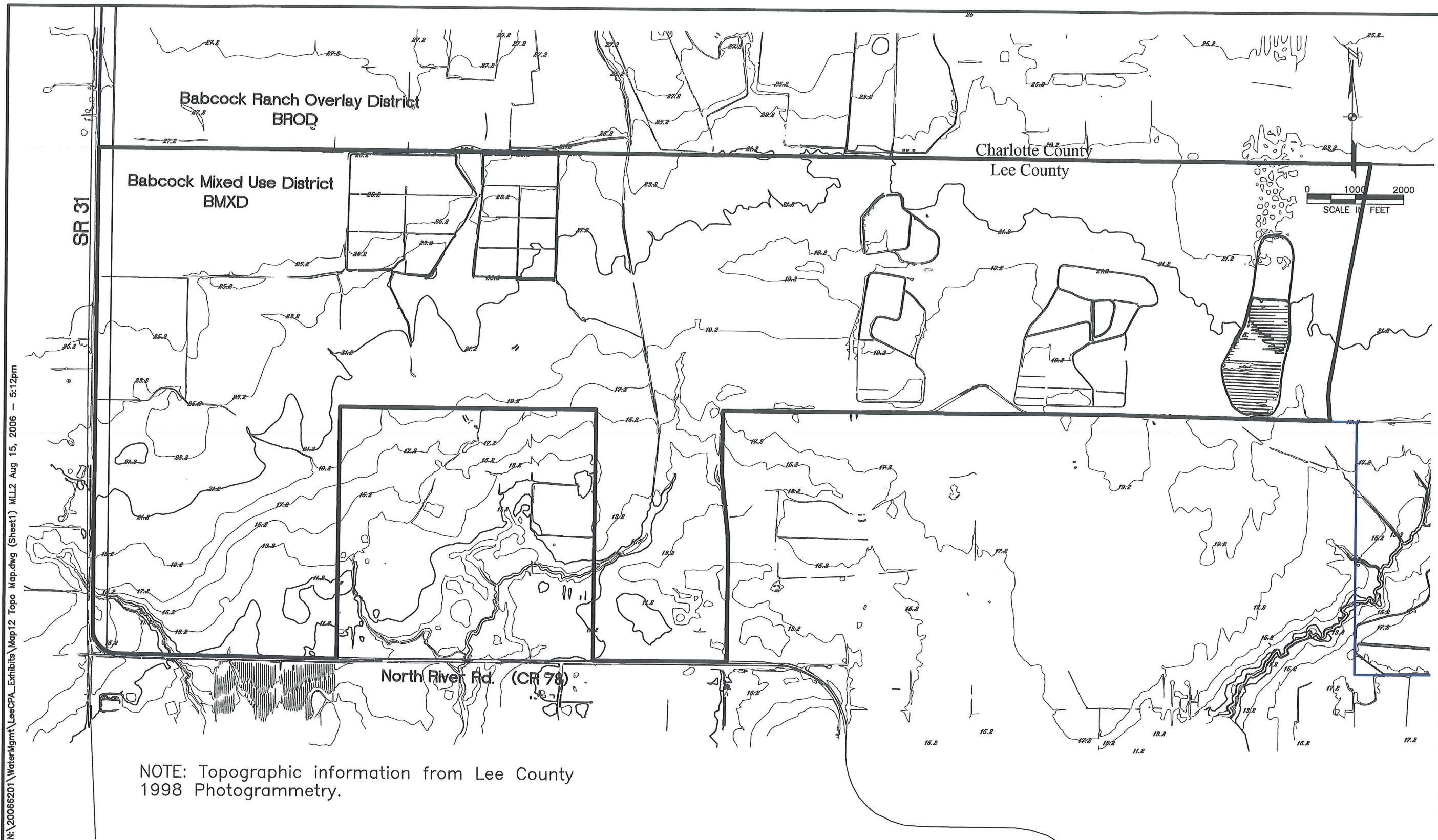
Kitson & Partners

BABCOCK MIXED USE DISTRICT
ARCHAEOLOGICAL SENSITIVITY

MAP 10
July 24, 2006

JOHNSON
ENGINEERING

N:\20066201\WaterMgmt\LeeCPA_Exhibits\Map12 Topo Map.dwg (Sheet1) ML2 Aug 15, 2006 - 5:12pm



NOTE: Topographic information from Lee County
1998 Photogrammetry.

Babcock Ranch

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BABCOCK MIXED USE DISTRICT

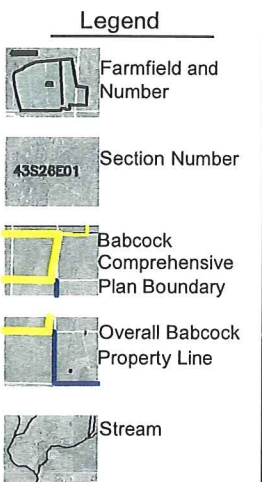
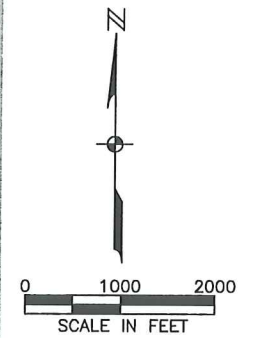
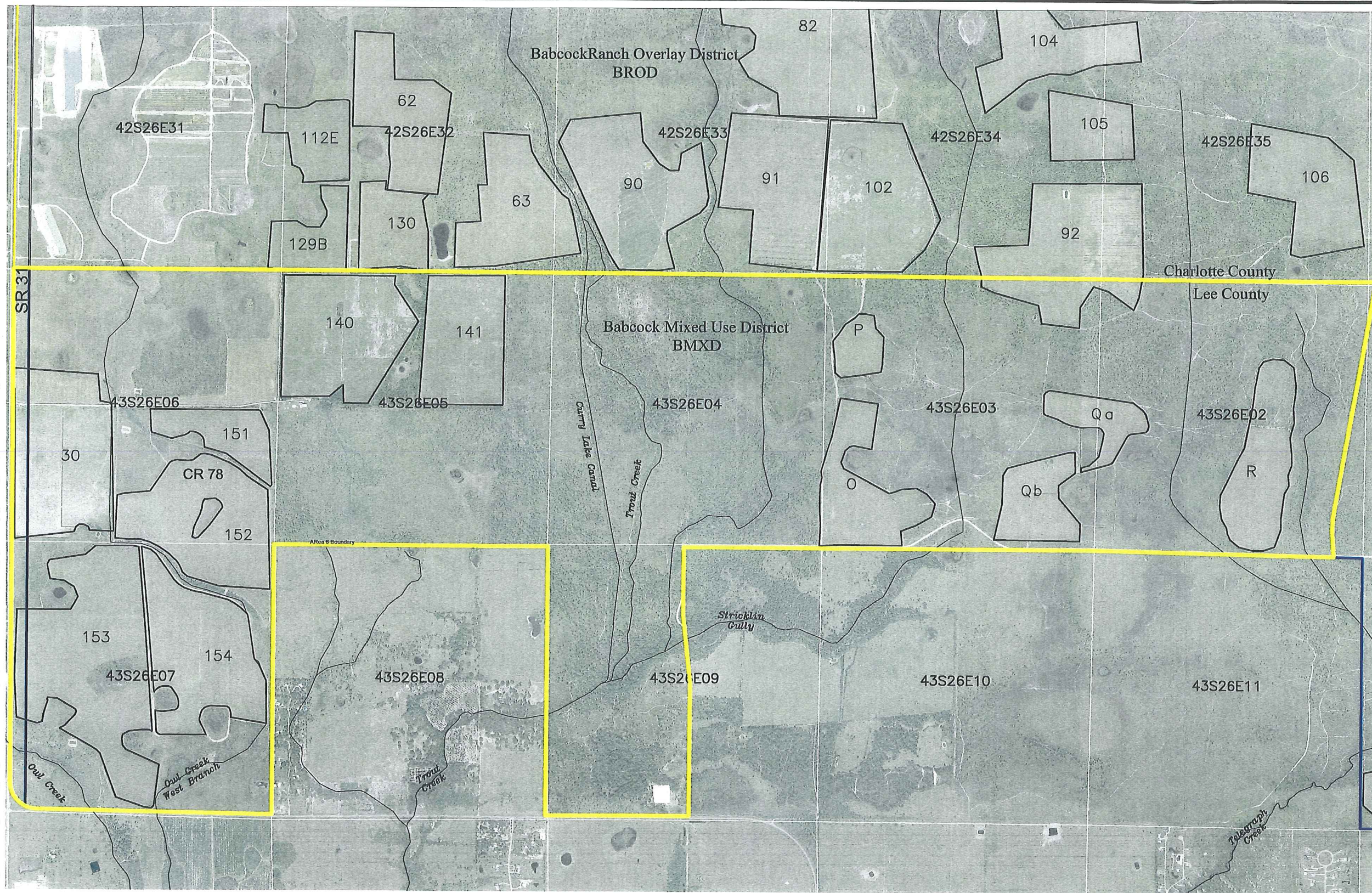
TOPOGRAPHIC MAP

MAP 12

July 24, 2006

JOHNSON
ENGINEERING

N:\20066201\WaterMgmt\LeeCPA_Exhibits\Map13 Farmfield Map.dwg (Sheet1) jib Aug 15, 2006 - 2:06pm



Babcock Ranch

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BABCOCK MIXED USE DISTRICT

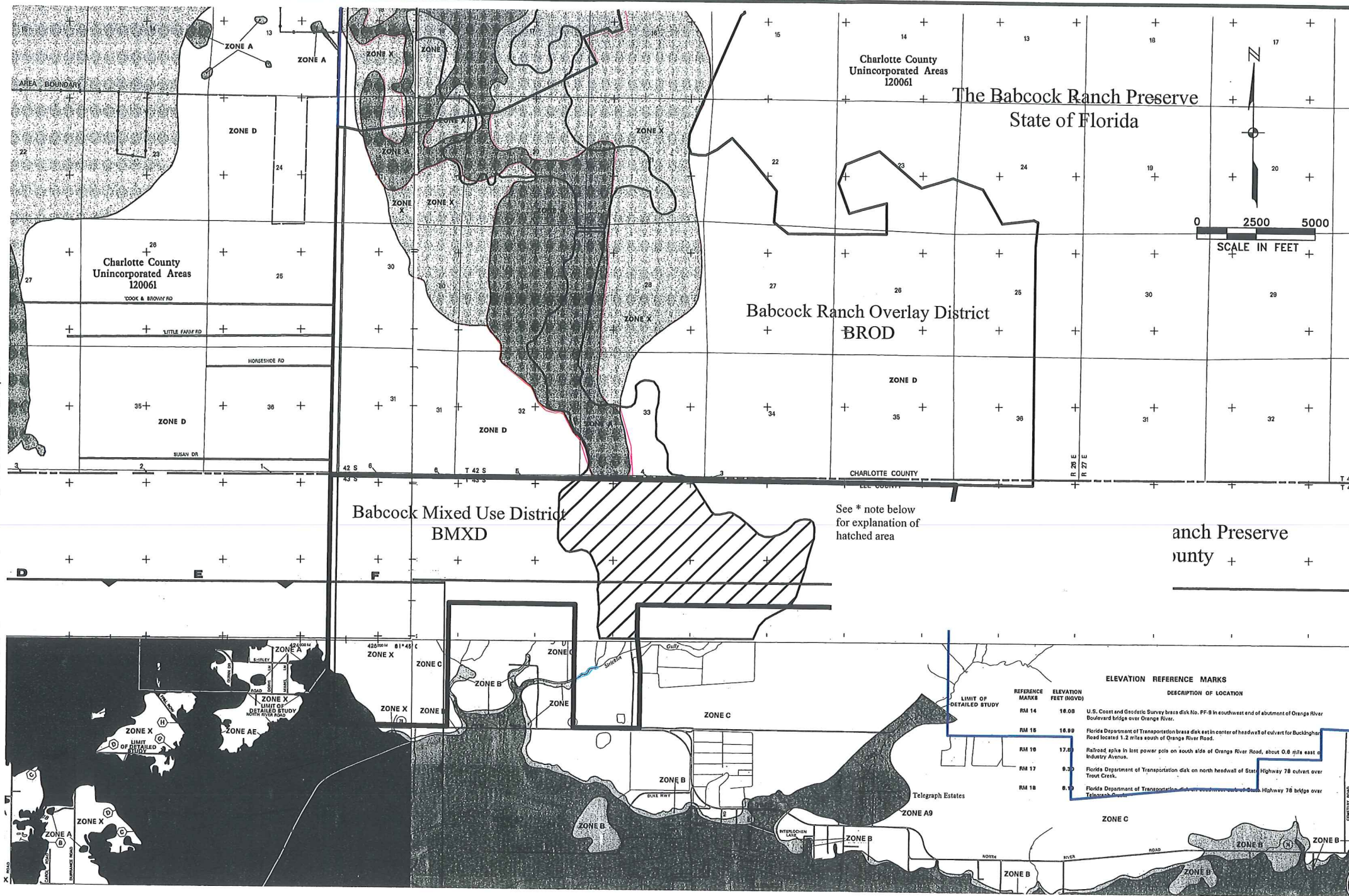
FARMFIELD MAP

MAP 13

July 24, 2006



N:\2006201\WaterMgmt\LeeCPA_Exhibits\Map 14 FEMA Map.dwg (Layout1-Sheet1) MLL2 Aug 15, 2006 - 5:44pm



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 de-certified. 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.

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**

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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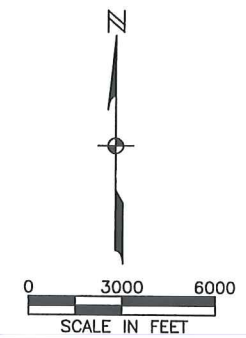
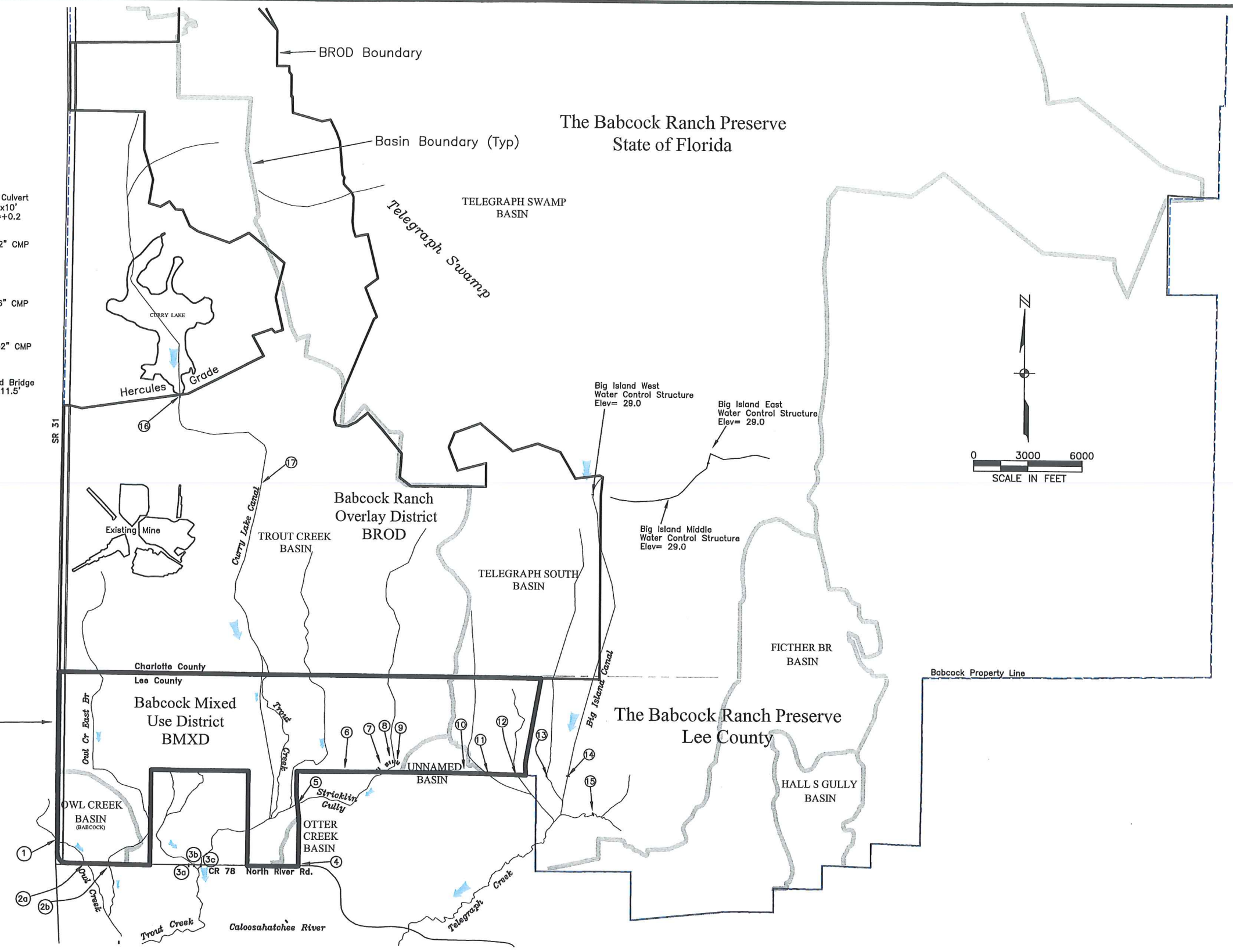
BABCOCK MIXED USE DISTRICT
FLOOD ZONE MAP
MAP 14
July 24, 2006



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- | | | | |
|---|---|------------------------------|--|
| ① 3 - 48" RCP Inv.=+11.0 | ②a Box Culvert 2-8'x8' 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

A SHARED VISION. A SHARED COMMITMENT.



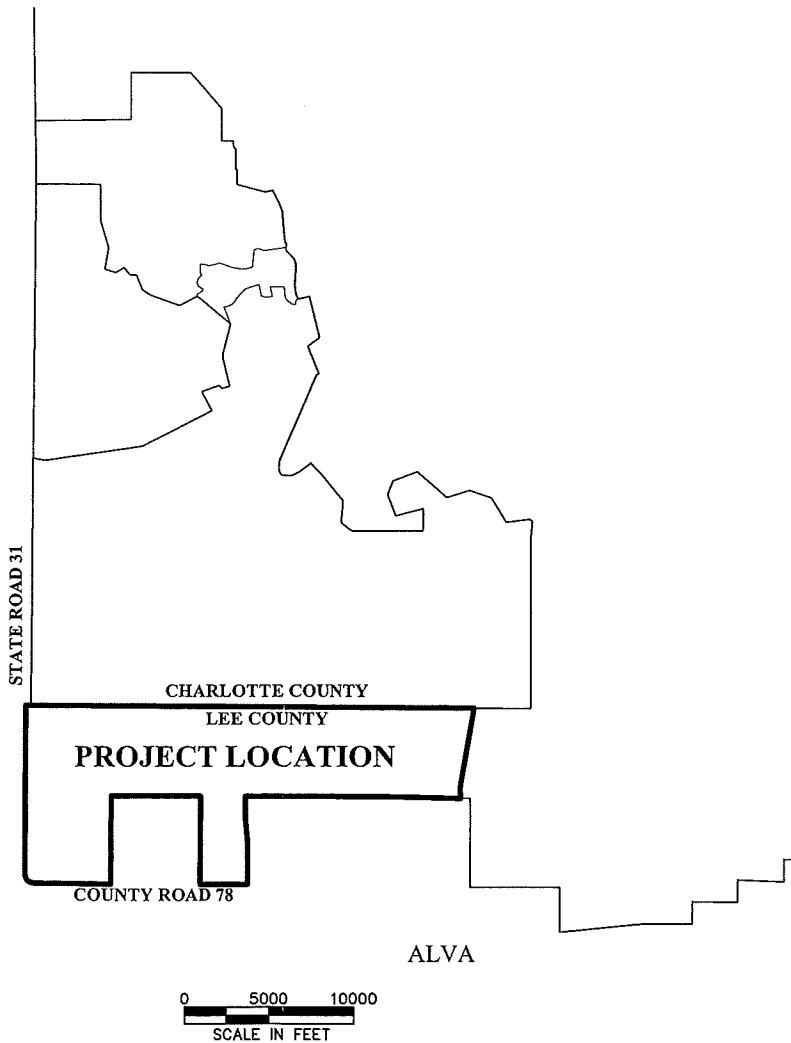
BABCOCK MIXED USE DISTRICT
WATER MANAGEMENT MAP
MAP 15
July 24, 2006



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 4667.98 feet; Thence S04°10'14"W a distance of 283.52 feet; Thence S03°53'16"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 Southwest 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 1330.65 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 1338.35 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 2648.95 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.02 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2863.13 feet to the Southwest corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2686.70 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.42 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 5284.60 feet to a point on the North right-of-way line of County Road No. 78; Thence West 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 177.69 feet) a distance of 177.69 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 522.94 feet, with a chord bearing of H44°18'14"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°10'49"E a distance of 4776.07 feet, N00°18'54"E a distance of 5313.41 feet and N00°38'46"E a distance of 0.14 feet to the Point of Beginning. Containing 4.1572 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 2008.
2. Survey for boundary and description.
3. Survey performed as requested by Kiteon & 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(89). 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 A08708, PID A08684, PID A08651, PID A08683 and PID A08691.
11. Dimensions and acreage shown on survey map are grid values.
12. A scale factor of 0.99995508 as shown on PID A08708, was used for this survey.
13. To convert Grid acreage to Ground acreage, multiply by 1.00004492.
14. To convert Grid dimensions to Ground dimensions, divide by 0.99995508.

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.

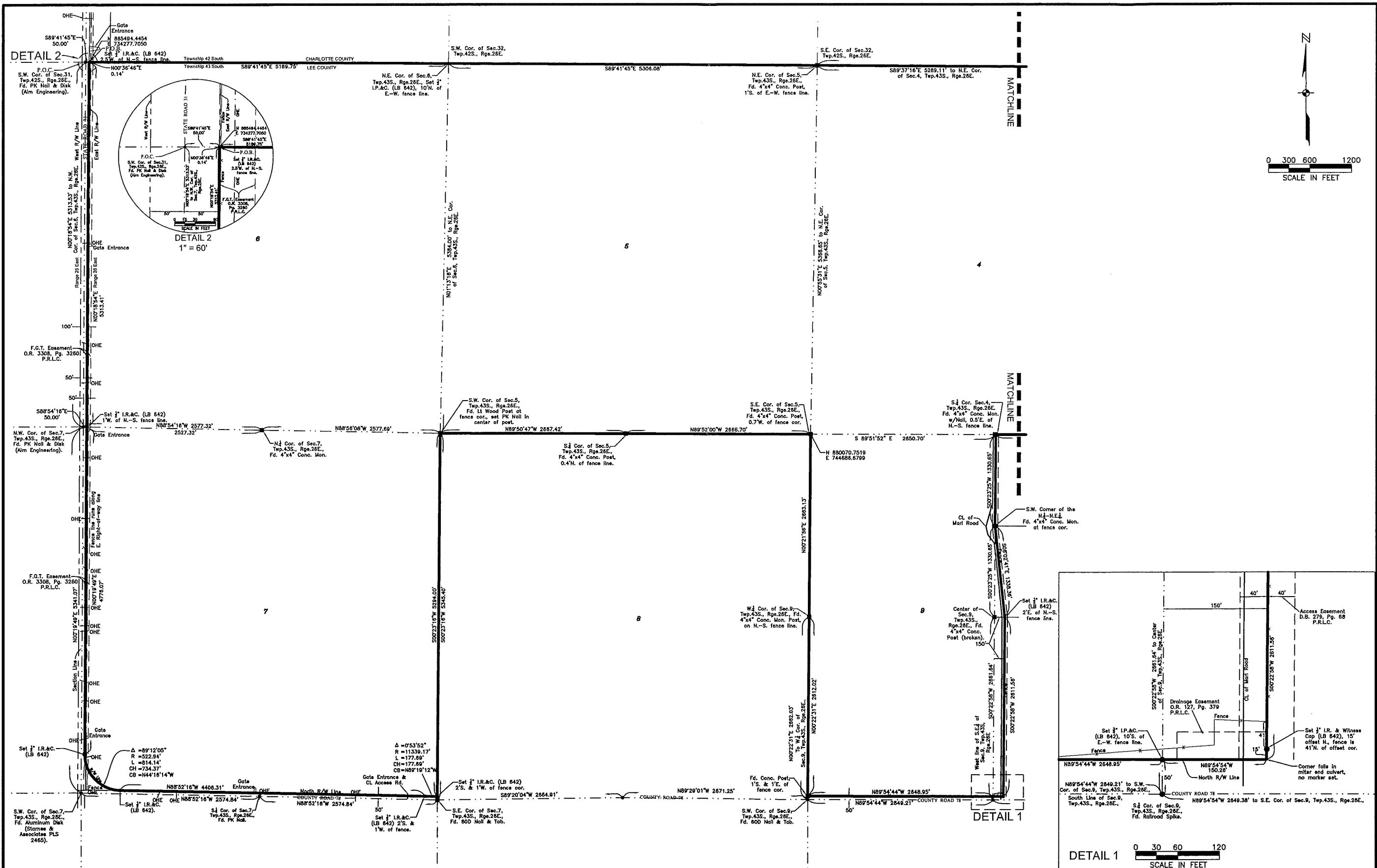
Matthew M. Howard (For The Firm - LB 642)
Professional Surveyor and Mapper
Florida Certificate No. 4912

Date signed:

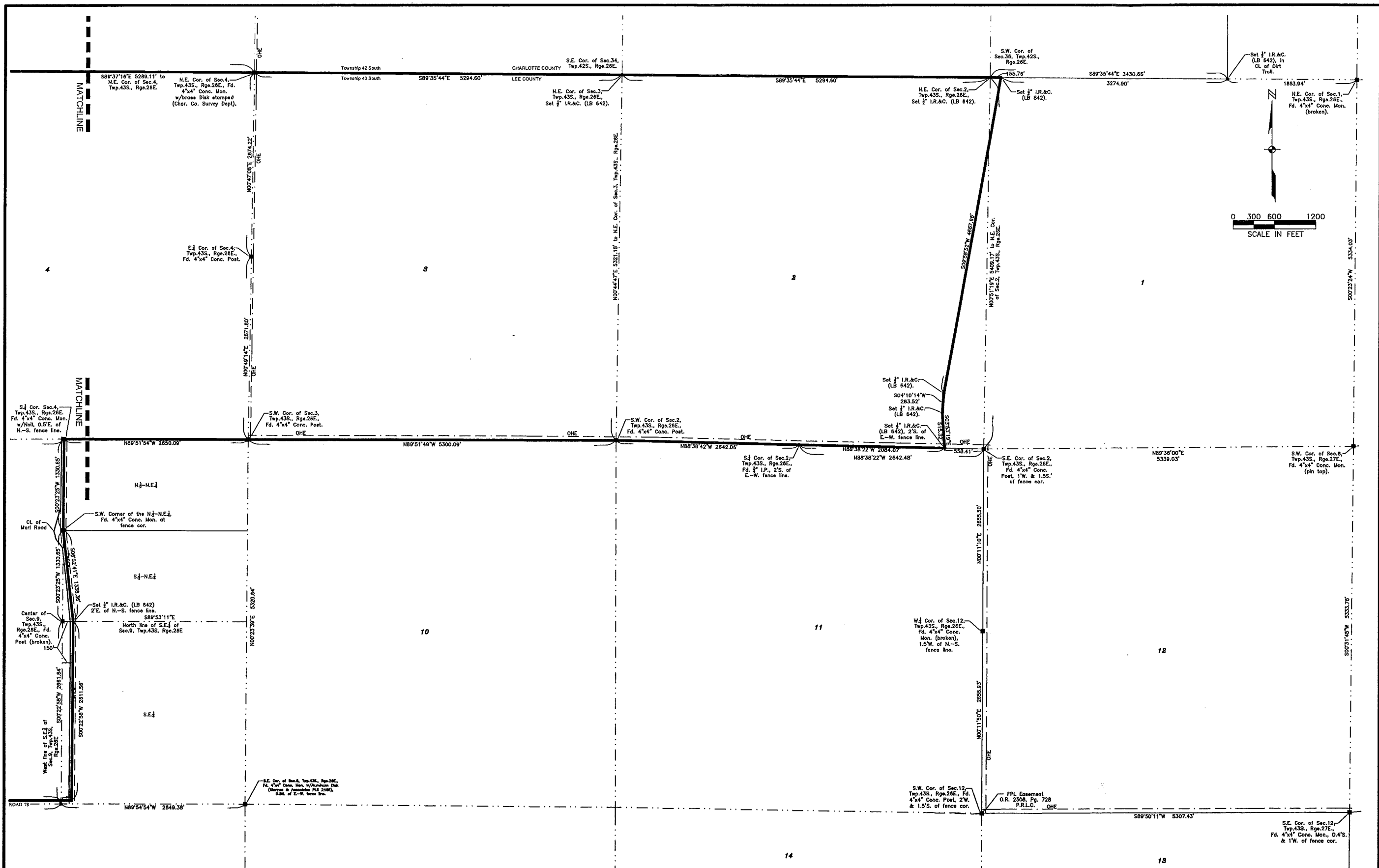
This survey is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.



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



| <p>LEGEND:</p> <p>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</p> <p>MON = MONUMENT PRM = PERMANENT REFERENCE MONUMENT PCP = PERMANENT CONTROL POINT CBS = CONCRETE BLOCK & STUCCO FD = FOUND /W = WITH A/C = AIR CONDITIONING COR = CORNER S.R. = STATE ROAD C.R. = COUNTY ROAD</p> | <p>BABCOCK MIXED-USE DISTRICT</p> <p>Sections 1-7 & 9, Township 42 South, Range 26 East Lee County, Florida</p> | <p>JOHNSON ENGINEERING</p> <p>251 WEST HICKPOCCHIE AVENUE LA BELLE, FLORIDA 33935 PHONE (883) 612-0594 FAX (883) 612-0341 E.B. #642 & L.B. #642</p> | <p>Boundary Survey Lee County Portion-Area 6</p> <table border="1"> <tr> <th>DATE</th><th>PROJECT NO.</th><th>FILE NO.</th><th>SCALE</th><th>SHEET</th></tr> <tr> <td>June, 2006</td><td>20068201</td><td>31-42-26</td><td>AS SHOWN</td><td>2 OF 3</td></tr> </table> | DATE | PROJECT NO. | FILE NO. | SCALE | SHEET | June, 2006 | 20068201 | 31-42-26 | AS SHOWN | 2 OF 3 |
|--|---|--|---|--------|-------------|----------|-------|-------|------------|----------|----------|----------|--------|
| DATE | PROJECT NO. | FILE NO. | SCALE | SHEET | | | | | | | | | |
| June, 2006 | 20068201 | 31-42-26 | AS SHOWN | 2 OF 3 | | | | | | | | | |



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|---|--|--|--|--|--|--|--|--------------------|-------------------------|----------------------|--------------------|-----------------|

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AGREEMENTS

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- 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.

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:

George G. Spear III

Witness

Sandra E. Bell

Print Name:

Sandra F. Bell

Witness

ATTEST:

Deane J. Rice
Deputy Clerk
4/20/06

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

By:

Thomas G. Moore
Thomas G. Moore, Chairman

APPROVED AS TO FORM AND
CORRECTNESS

By:

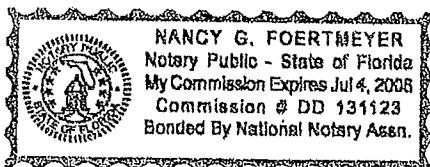
Janette S. Knowlton
Janette S. Knowlton, County Attorney

STATE OF FLORIDA

COUNTY OF ~~CHARLOTTE~~ West Palm Beach

The foregoing instrument was acknowledged before me this 17 day of April, 2006, by Sydney Kitson, 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: Nancy G. Foertmeyer
My Commission Expires: July 4, 2008

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)

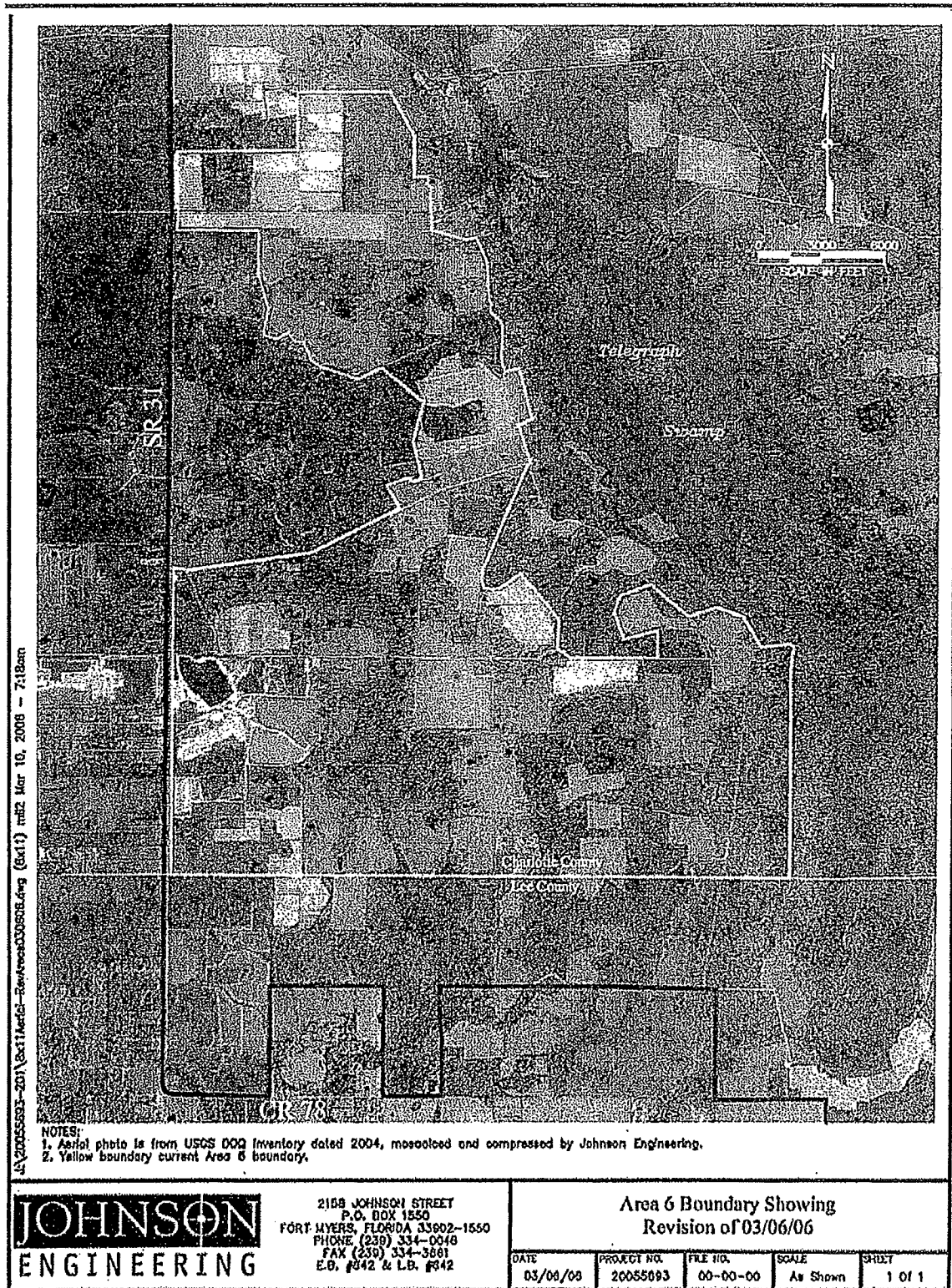


Exhibit "B"

(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 N89°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;

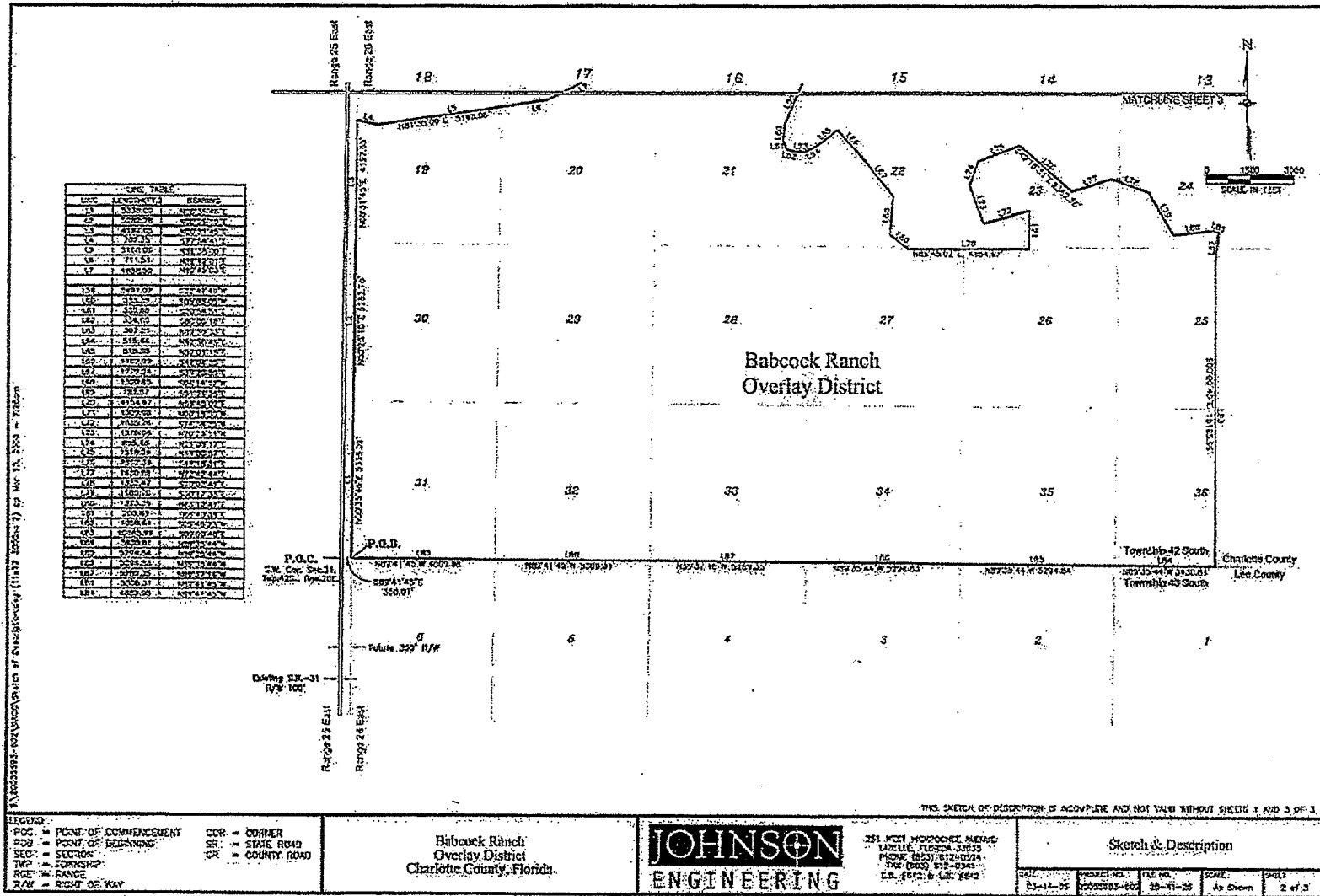
Exhibit "B"

(2 of 5)

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°00'40"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.



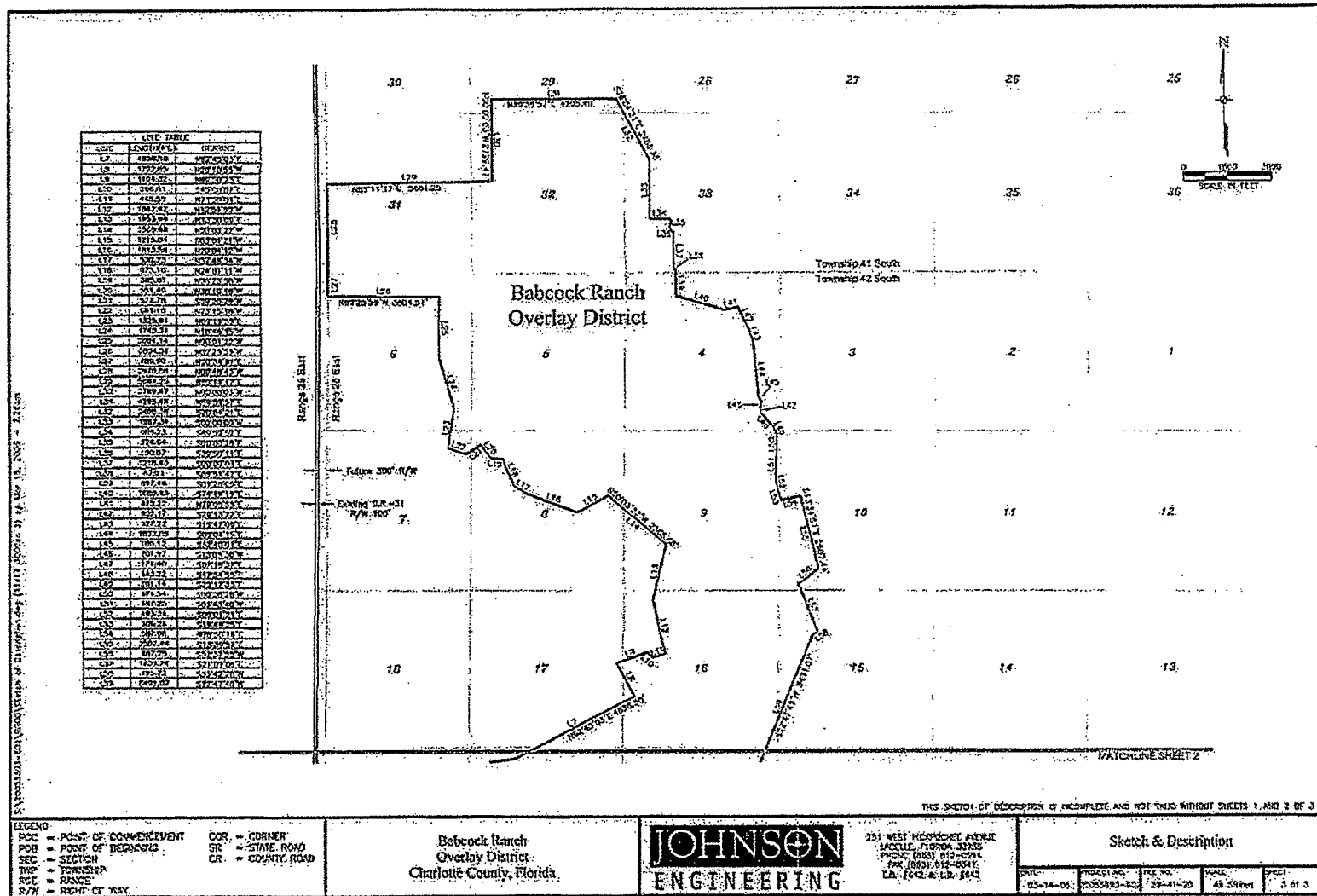


Exhibit C-1

LAND USE SUMMARY

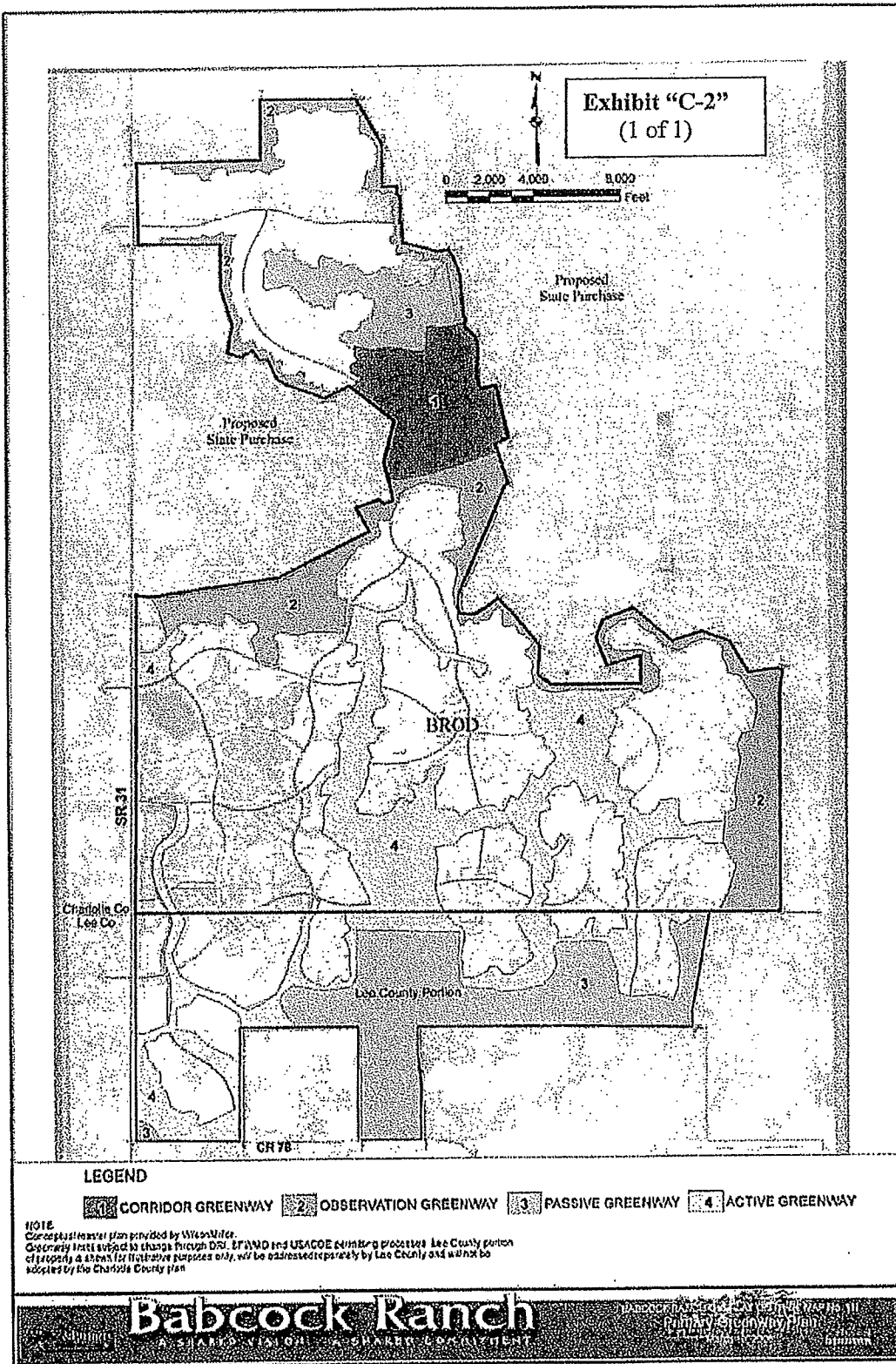
LANDS
DEVELOPMENT
GREENWAYS
POTENTIAL

LEGEND



Babcock Ranch

BABCOCK RANCH AND SURROUNDING AREA
BIOLOGICAL RESOURCES



Exhibit

Summary of Land Dedication & Facilities Construction

Site & Building Dedication/Construction Timeline

| Public Facilities Required | Site Dedication (acre) | Number of Sites (#) | Shell Bldg Required (\$,k) | Criteria for County Facility Opening C/O (by) | Phase I 2010-2015 | Phase II 2016-2020 | Phase III 2021-2025 | Phase IV 2026-2030 |
|---|------------------------|---------------------|----------------------------|--|--|---|--|--|
| The criteria for determining public facility shell 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 *1 | 5,900th C/O | | Community Park building and park site improvements by the 5,900th du C/O. | | |
| Neighborhood Parks (Village Parks) | 58.4 | 7 | 2500 *2 | 500th C/O *5 | 1-Neighborhood Park #1 w/ Pav & restrooms (500th C/O within Neighborhood). | 2-Neighborhood Park #2&3 w/ Pav & restrooms (500th C/O within Neighborhood). | 2-Neighborhood Park #4&5 w/ Pav & restrooms (500th C/O within Neighborhood). | 2-Neighborhood Park #6&7 w/ Pav & restrooms (500th C/O within Neighborhood). |
| Mini Parks *8 | 19.5 | 11 | | | As Neighborhoods develop | As Neighborhoods develop | As Neighborhoods develop | As Neighborhoods develop |
| Library Component | 15.0 | 1 | 24000 *3 | 10,000th C/O | | Phase I - 20,000 sf building by the 10,000th du C/O. | Phase II Library by the 15,000th C/O | |
| Regional park and community park to be centrally located. | 100.0 | 1 | 6,500 *1 | 5,900th C/O | | Regional Park building and park site improvements by the 5,900th du C/O. | | |
| Fire/Rescue | | | | | | | | |
| Site #1 (8,000sf bldg) | 2.0 | 1 *10 | 8,000 | EMS vehicle by 500th C/O - Fire Station by 5,000th C/O | EMS Transport Vehicle by the 500th C/O 1st. New 8,000 sf Fire Station by the 5,000th C/O *10 | | | |
| Site #2 (6,500sf bldg) | 2.0 | 1 *4 | 9,100 | 2nd Fire Station/Sheriff Joint Bldg 10,000th C/O | | 2nd. 9,100sf Fire Station (incl sheriff's sub-station) by the 10,000th C/O | | |
| Site #3 (8,000sf bldg) | 3.0 | 1 *4 | 10,600 | 3rd Fire Station/Sheriff Joint Bldg 15,000th C/O | | | | 3rd. 10,600sf Fire Station (incl sheriff's sub-station) by the 15,000th C/O |
| Site #4 (6,500sf bldg) | 2.0 | 1 | 6,500 | 4th Fire Station 17,000th C/O | | | | 3rd. 6,500sf Fire Station by the 17,000th C/O |
| Fire & Police Communications Tower Site *11 | | 1 | | Site identification and dedication by 1st C/O | | | | |
| Law Enforcement | | | | | | | | |
| Note: Sheriff's facilities to be co-located with Fire/Rescue except for first Sheriff's Sub-Station. | 1.0 | 1 | 2,900 | Free standing Sheriff's Sub-station *9 | 100th C/O | | | |
| The District shall place an interim fully operational trailer, located next to the existing fire station located on SR 31 and will utilize the utilities serving the existing fire station, to serve the trailer. | | | | Interim sub-station sheriff's trailer | Will be operational by the issuance of the first land development permit. *12 | | | |
| Public Facilities | | | | | | | | |
| County Annex - "County Hall" | | | 20,000 | By the issuance of the 7,000th C/O *14 | | The County Hall building will be operational by the issuance of the 7,000th C/O | | |
| Solid Waste | | | | | | | | |
| Site #1 | 6.0 | 1 | n/a | Prior to the issuance of the 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 *7 | Prior to the issuance of the 100st C/O | Prior to the issuance of the 100st C/O | | | |
| Site #2 | 1.0 | 1 | n/a | Prior to the issuance of the 1st C/O | | | | |
| Total page 1 | 312.8 | | | | | | | |

Exhibit "D"

Summary of Land Dedication & Facilities Construction

| Public Facilities Required | Site Dedication Acreage | Number of Sites | Shell Bldg Square Footage Required | Criteria for County Facility Opening |
|----------------------------|-------------------------|-----------------|------------------------------------|---|
| Schools: *6 | | | | School Board criteria for land dedication |
| Elementary Schools | 20.0 | 3 | n/a | *6 By approval of the plat within which the site is located. |
| Middle Schools | 30.0 | 1 | n/a | By approval of the plat within which the site is located. |
| High Schools | 50.0 | 1 | n/a | By approval of the plat within which the site is located. |
| Educational Service Center | 25.0 | 1 | n/a | Dedication along with the 1st school site dedication- see above |
| sub-total page 2 | 185.0 | | | |
| Grand total pages 1 & 2 | 477.8 | | | |

Notes to exhibit "D"

- *1 Community park bldg improvements to include community center plus pavilion and restrooms.
- *2 Neighborhood parks (village park) to include pavilion and restrooms.
- *3 Phased library option. The developer shall be required to fund the construction of a 24,000 sf library shell building. The County may desire to construct a library facility totaling 40,000 sf. 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 sf and the County shall fund the construction of the library shell building costs for 18,000 sf, 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.
(2 of 4 Fire/rescue bldg sizes have been increased by 2,600 sf to accom sheriff co-located sub-stations. See notes #9 and #10 for details regarding a third staged though co-located facility).
- *5 Must be completed and turned over prior to the 500th C/O 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. The 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 the DRI process the School Board and the District will negotiate an agreement for the bonded construction, leaseback and sale of the buildings pursuant to the issuance of bonds by the District for said construction.
- *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.
- *9 First Sheriff's sub-station to be operational by the issuance of the 100th C/O issued in the first phase of development and shall be a stand alone facility initially (see #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/EMS facility.
- *11 A communication tower site for the exclusive use of the Fire/EMS and Sheriff's department will be located by the developer and will be deeded to the County by the issuance of the first residential C/O.
- *12 A interim sheriff's sub-station trailer will be located next to the existing fire station site located on SR 31. The interim 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 Free standing 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 District may choose to construct the shell building earlier than the 7,000th C/O, 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 completed and occupied by the County (7,000 C/O). The County, at its option, may increase the size of the County Annex and fund said expansion.

Site & Building Dedication Timeline

| Phase I 2010-2015 | Phase II 2016-2020 | Phase III 2021-2025 | Phase IV 2026-2030 |
|---|-----------------------|------------------------|-----------------------|
| 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"). | | | |

| | | |
|---|---|--|
| 5,900 C/O or before if requested by School Board. | 8,700 C/O or before if requested by School Board. | 13,000 C/O or before if requested by School Board. |
| | 8,700 C/O or before if requested by School Board. | |
| | | 11,000 C/O or before if requested by School Board. |
| 5,900 C/O or before if requested by School Board. | | |

General 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 shell building construction required above, shall be completed by the Developer one (1) year prior to the issuance of the C/O, referenced 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 | 1.000000 (2) | \$21,560,000 | 2015 |
| | Lee County Line | M Project Entrance | 4 | 6 | 2 | 4.90 | \$2,200,000 (1) | \$21,560,000 | 1.000000 (3) | \$21,560,000 | 2015 (5) |
| | 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 | 6 | 2 | 7.21 | \$2,200,000 (1) | \$31,724,000 | 1.000000 (3) | \$31,724,000 | 2020 (5) |
| CR 74 | Piper Road | SR 31 | 2 | 4 | 2 | 14.76 | \$2,200,000 (1) | \$64,944,000 | 1.000000 (2) | \$64,944,000 | 2015 |
| | Piper Road | SR 31 | 4 | 6 | 2 | 7.38 | \$2,200,000 (1) | \$32,472,000 | 1.000000 (3) | \$32,472,000 | 2030 |
| US 17 | CR 74 | Washington Loop Road | 4 | 6 | 2 | 2.98 | \$2,200,000 (1) | \$13,112,000 | 0.333333 (2) | \$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 | 1.000000 (3) | \$77,880,000 | 2020 |

Proportionate Share \$122,598,000

100% Mitigation \$183,636,000

Total \$288,235,000

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 Feasible Needs number of lanes.

(5) Maximum number of lanes shown. Actual number of lanes may be widening and parallel facilities, such as Nalle 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 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 | 6 | 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 | 6 | 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) | \$84,944,000 | 1.000000 (2) | \$84,944,000 | 2015 |
| Babcock N/S 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 | \$144,188,000 |
| 100% Mitigation | \$53,284,000 |
| Total | \$197,472,000 |
| Total Less Babcock N/S 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 traffic as a percentage of capacity added.
 (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 Grade Road Extension, Babcock N/S Road, and others.

Exhibit E

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

LEE COUNTY

| Roadway | From | To | (2) # of Lanes | (3) 2030 # Lanes | (4) # of Lanes Added | (5) Length (Miles) | (6) Cost Per Lane Mile | (7) Improvement Cost Per Mile | (8) RW & Engg. Adj. Factor | (9) Adjusted Cost Per Lane Mile | (10) Adjusted Improvement Cost Per Mile | (11) Total Improvement Cost | (12) Adjusted Total Improvement Cost | (13) Mitigation Percentage | (14) Mitigation Amount | (15) Anticipated Phase |
|-----------------------|------------------------|------------------|----------------------|------------------------|-------------------------------|--------------------------|------------------------------|-------------------------------------|--|--|--|--------------------------------------|---|----------------------------------|------------------------------|------------------------------|
| Bayshore Road (SR 78) | Slater Road | I-75 | 4 | 6 | 2 (12) | 2.50 | \$1,745,150 | \$3,490,300 (1) | 1.46 | \$2,347,919 | \$5,095,838 | \$14,800,000 | \$15,500,000 (2) | 1.00000 (12) | \$15,500,000 | 2015 |
| | I-75 | Nedie Road | 2 | 4 | 2 (11) | 0.60 | \$1,543,700 | \$3,087,400 (1) | 1.46 | \$2,253,802 | \$4,607,604 | \$2,700,000 | \$2,800,000 (2) | 1.00000 (11) | \$2,900,000 | 2015 |
| | I-75 | Nedie Road | 4 | 6 | 2 (12) | 0.60 | \$1,745,150 | \$3,490,300 (1) | 1.46 | \$2,347,919 | \$5,095,838 | \$3,100,000 | \$3,300,000 (2) | 1.00000 (12) | \$3,300,000 | 2020 |
| | Nedie Road | SR 31 | 2 | 4 | 2 (11) | 2.70 | \$1,543,700 | \$3,087,400 (1) | 1.46 | \$2,253,802 | \$4,507,604 | \$12,200,000 | \$13,100,000 (2) | 1.00000 (11) | \$13,100,000 | 2015 |
| | Nedie Road | SR 31 | 4 | 6 | 2 (12) | 2.70 | \$1,457,700 | \$5,830,800 (1) | 1.46 | \$2,128,242 | \$8,512,958 | \$25,000,000 | \$24,700,000 (2) | 1.00000 (12) | \$24,700,000 | 2020 |
| Buckingham Road | Orange River Boulevard | SR 80 | 2 | 4 | 2 (11) | 2.60 | \$3,305,077 | \$10,610,154 (2) | 1.00 | \$6,205,077 | \$10,610,154 | \$27,600,000 | \$27,600,000 | 0.68478 (1) | \$18,900,000 | 2015 |
| North River Road | SR 31 | Broadway Road | 2 | 4 | 2 (12) | 10.20 | \$1,543,700 | \$3,087,400 (1) | 1.46 | \$2,253,802 | \$4,607,604 | \$46,000,000 | \$49,400,000 (2) | 1.00000 (12) | \$49,400,000 | 2015 |
| SR 31 | SR 80 | Bridge | 2 | 4 | 2 (11) | 0.70 | \$2,200,000 | \$4,400,000 (2) | 1.00 | \$2,200,000 | \$4,400,000 | \$3,100,000 | \$3,100,000 | 1.00000 (11) | \$3,100,000 | 2015 |
| | SR 80 | Bridge | 4 | 6 | 2 (12) | 0.70 | \$2,200,000 | \$8,800,000 (2) | 1.00 | \$2,200,000 | \$8,800,000 | \$6,200,000 | \$6,200,000 | 1.00000 (12) | \$6,200,000 | 2020 (12) |
| | Bridge | Bridge | 0 | 6 | 6 (12) | 0.50 | \$8,745,000 | \$59,960,000 (1) | 1.00 | \$8,745,000 | \$59,960,000 | \$35,000,000 | \$37,600,000 (2) | 1.00000 (12) | \$37,600,000 | 2015 |
| | Bridge | Bayshore Road | 2 | 4 | 2 (11) | 0.20 | \$2,200,000 | \$4,400,000 (2) | 1.00 | \$2,200,000 | \$4,400,000 | \$900,000 | \$900,000 | 1.00000 (11) | \$900,000 | 2015 |
| | Bridge | Bayshore Road | 4 | 6 | 2 (12) | 0.20 | \$2,200,000 | \$8,800,000 (2) | 1.00 | \$2,200,000 | \$8,800,000 | \$1,800,000 | \$1,800,000 | 1.00000 (12) | \$1,800,000 | 2020 (12) |
| | Bayshore Road | North River Road | 2 | 4 | 2 (11) | 1.30 | \$2,200,000 | \$4,400,000 (2) | 1.00 | \$2,200,000 | \$4,400,000 | \$5,700,000 | \$5,700,000 | 1.00000 (11) | \$5,700,000 | 2015 |
| | Bayshore Road | North River Road | 4 | 6 | 2 (12) | 1.30 | \$2,200,000 | \$8,800,000 (2) | 1.00 | \$2,200,000 | \$8,800,000 | \$25,600,000 | \$26,600,000 (2) | 1.00000 (12) | \$26,600,000 | 2020 (12) |
| | North River Road | Project Entrance | 2 | 4 | 2 (11) | 1.10 | \$2,200,000 | \$4,400,000 (2) | 1.00 | \$2,200,000 | \$4,400,000 | \$4,800,000 | \$4,800,000 | 1.00000 (11) | \$4,800,000 | 2015 |
| | North River Road | Project Entrance | 4 | 6 | 2 (12) | 1.10 | \$2,200,000 | \$8,800,000 (2) | 1.00 | \$2,200,000 | \$8,800,000 | \$4,800,000 | \$4,800,000 | 1.00000 (12) | \$4,800,000 | 2020 (12) |
| | Project Entrance | County Line | 2 | 4 | 2 (11) | 0.90 | \$2,200,000 | \$4,400,000 (2) | 1.00 | \$2,200,000 | \$4,400,000 | \$4,000,000 | \$4,000,000 | 1.00000 (11) | \$4,000,000 | 2015 |
| | Project Entrance | County Line | 4 | 6 | 2 (12) | 0.90 | \$2,200,000 | \$8,800,000 (2) | 1.00 | \$2,200,000 | \$8,800,000 | \$4,000,000 | \$4,000,000 | 1.00000 (12) | \$4,000,000 | 2020 (12) |
| SR 80 | Seaboard Street | Palmetto Avenue | 4 | 6 | 2 (11) | 0.83 | \$1,743,150 | \$3,486,300 (1) | 1.46 | \$2,347,919 | \$5,095,838 | \$4,300,000 | \$4,300,000 | 0.33696 (1) | \$1,516,000 | 2015 |
| | Orla | I-75 | 4 | 6 | 2 (12) | 1.20 | \$1,853,850 | \$3,707,700 (1) | 1.46 | \$2,721,367 | \$5,442,734 | \$6,500,000 | \$7,000,000 (2) | 1.00000 (12) | \$7,000,000 | 2015 |
| | SR 31 | SR 31 | 6 | 8 | 2 (12) | 1.20 | \$1,853,850 | \$3,707,700 (1) | 1.46 | \$2,721,367 | \$5,442,734 | \$15,800,000 | \$15,800,000 (2) | 1.00000 (12) | \$15,800,000 | 2020 |
| | SR 31 | Tropic Avenue | 6 | 8 | 2 (12) | 1.50 | \$1,553,330 | \$3,106,660 (1) | 1.46 | \$2,227,554 | \$4,455,108 | \$8,200,000 | \$8,200,000 | 1.00000 (12) | \$8,200,000 | 2020 |
| | Tropic Avenue | Buckingham Road | 4 | 6 | 2 (11) | 1.00 | \$3,625,727 | \$7,251,455 (2) | 1.00 | \$3,625,727 | \$7,251,455 | \$7,300,000 | \$7,300,000 | 1.00000 (12) | \$7,300,000 | 2020 |
| | North Ocala Drive | Hickey Creek | 4 | 6 | 2 (11) | 0.50 | \$3,625,727 | \$7,251,455 (2) | 1.00 | \$3,625,727 | \$7,251,455 | \$3,600,000 | \$3,600,000 | 1.00000 (12) | \$3,600,000 | 2030 |
| | Hickey Creek | Just Boulevard | 4 | 6 | 2 (11) | 4.30 | \$3,625,727 | \$15,584,639 (2) | 1.00 | \$3,625,727 | \$15,584,639 | \$35,000,000 | \$35,000,000 | 1.00000 (11) | \$35,000,000 | 2030 |
| Belrock N/S Road | North River Road | Project Entrance | 0 | 6 | 6 (12) | 1.10 | \$2,200,000 | \$13,200,000 (2) | 1.00 | \$2,200,000 | \$13,200,000 | \$14,600,000 | \$14,600,000 | 1.00000 (12) | \$14,600,000 | 2020 |
| | Project Entrance | County Line | 0 | 4 | 4 (12) | 0.90 | \$2,200,000 | \$8,800,000 (2) | 1.00 | \$2,200,000 | \$8,800,000 | \$7,900,000 | \$7,900,000 | 1.00000 (12) | \$7,900,000 | 2020 |

| | |
|-----------------------------|---------------|
| Proportional Share | \$90,416,000 |
| 100% Mitigation | \$241,200,000 |
| Total | \$331,616,000 |
| Total Less Babcock N/S Road | \$309,216,000 |

NOTES:

- (1) Improvement costs (2004 \$) obtained from Florida DOT 2004 Transportation Costs, March 2005 (page C5).
- (2) Improvement costs adjusted (if necessary) to 2030, where applicable, per Florida DOT 2004 Transportation Costs, March 2005 (page 17).
- (3) Per Lee County MPO 2030 Highway Extension As Adopted Dec 18th, 2010 with Approved Amendments on January 20th, 2012.
- (4) Projected facility, capacity and improvement costs are based on Hanes Street Extension (new) All from Ocala Avenue to Fortis (1.13 miles).
- (5) Improvement cost based on 10% widening of I-75 from Auto Road to SR 80.
- (6) Number of lanes is based on the volume/capacity ratio. The actual number of lanes added could be parallel (lanes).
- (7) Adjustment factor to account for right-of-way and other engineering costs, where needed.
For Florida DOT 2004 Transportation Costs, March 2005 (page 11) the ratio of engineering to construction cost is approximately 5%.
- (8) 2030 Financial Plan needs number of lanes.
Engineering costs include preliminary engineering, construction, engineering inspection, right-of-way support and related overhead costs.
- (9) Cost per Lane Mile Source: -Charlotte County Public Works Department, includes preliminary engineering, design, construction, engineering inspection, right-of-way and related overhead costs.
- (10) Internationally built road.
- (11) Reproducible share - Project traffic as a percentage of capacity added.
- (12) 100% mitigation.
- (13) Maximum number of lanes shown. Actual number of lanes may be widening and parallel facilities, such as Hanes Street Extension, Belrock N/S Road, and others.

Exhibit E

BABCOCK RANCH PLAN AMENDMENT RECOMMENDED ROAD IMPROVEMENTS WITH 50% INTERLUM CAPTURE 2030 COST ESTIMATES

LEE COUNTY

| Roadway | From | To | (1) # of Lanes | (2) 2021 # Lanes | (3) # of Lanes Added | (4) Length (Miles) | (5) Cost Per Lane Mile | (6) Improvement Cost Per Mile | (7) R/W E Eng. Adj. Factor | (8) Adjusted Cost Per Lane Mile | (9) Adjusted Improvement Cost Per Mile | (10) Total Improvement Cost | (11) Adjusted Total Improvement Cost | (12) Mitigation Percentage | (13) Mitigation Amount | (14) Anticipated Phase |
|-----------------------|------------------|------------------|----------------------|------------------------|-------------------------------|--------------------------|------------------------------|-------------------------------------|--|--|---|--------------------------------------|---|----------------------------------|------------------------------|------------------------------|
| Bayshore Road (SR 70) | US 9 | North Road | 2 | 4 | 2 | 0.11 | \$1,648,700 | \$3,097,400 | 1.48 | \$2,263,900 | \$4,607,604 | \$2,700,000 | \$2,800,000 | 1.0000 | \$2,800,000 | 2015 |
| | North Road | SR 31 | 2 | 4 | 2 | 0.11 | \$1,648,700 | \$3,097,400 | 1.48 | \$2,263,900 | \$4,607,604 | \$2,700,000 | \$2,800,000 | 1.0000 | \$2,800,000 | 2015 |
| | North Road | SR 31 | 4 | 6 | 2 | 0.15 | \$1,745,140 | \$3,490,280 | 1.48 | \$2,547,810 | \$5,195,620 | \$3,180,000 | \$3,300,000 | 1.0000 | \$3,300,000 | 2020 |
| Buckingham Road | Orange Road | SR 80 | 2 | 4 | 2 | 0.11 | \$3,305,027 | \$10,810,164 | 1.00 | \$3,305,027 | \$10,810,164 | \$12,600,000 | \$12,600,000 | 0.9348 | \$11,800,000 | 2015 |
| North River Road | SR 31 | Orange Road | 2 | 4 | 2 | 0.23 | \$1,648,700 | \$3,097,400 | 1.48 | \$2,263,900 | \$4,607,604 | \$4,600,000 | \$4,600,000 | 1.0000 | \$4,600,000 | 2015 |
| SR 31 | SR 80 | Spade | 2 | 4 | 2 | 0.11 | \$7,700,000 | \$4,400,000 | 1.00 | \$7,700,000 | \$4,400,000 | \$3,100,000 | \$3,100,000 | 1.0000 | \$3,100,000 | 2015 |
| | SR 80 | Spade | 4 | 6 | 2 | 0.12 | \$7,700,000 | \$4,400,000 | 1.00 | \$7,700,000 | \$4,400,000 | \$3,100,000 | \$3,100,000 | 1.0000 | \$3,100,000 | 2020 |
| | Spade | Spade | 0 | 0 | 0 | 0.23 | \$3,020,000 | \$3,020,000 | 1.48 | \$4,369,600 | \$4,369,600 | \$29,100,000 | \$29,100,000 | 1.0000 | \$29,100,000 | 2015 |
| | Bridge | Buckingham Road | 2 | 4 | 2 | 0.11 | \$2,200,000 | \$4,400,000 | 1.00 | \$2,200,000 | \$4,400,000 | \$3,000,000 | \$3,000,000 | 1.0000 | \$3,000,000 | 2015 |
| | Bridge | Buckingham Road | 4 | 6 | 2 | 0.12 | \$2,200,000 | \$4,400,000 | 1.00 | \$2,200,000 | \$4,400,000 | \$3,000,000 | \$3,000,000 | 1.0000 | \$3,000,000 | 2020 |
| | Bayshore Road | North River Road | 2 | 4 | 2 | 0.11 | \$7,700,000 | \$4,400,000 | 1.00 | \$7,700,000 | \$4,400,000 | \$3,100,000 | \$3,100,000 | 1.0000 | \$3,100,000 | 2015 |
| | Bayshore Road | North River Road | 4 | 6 | 2 | 0.12 | \$7,700,000 | \$4,400,000 | 1.00 | \$7,700,000 | \$4,400,000 | \$3,100,000 | \$3,100,000 | 1.0000 | \$3,100,000 | 2020 |
| | North River Road | Project Entrance | 2 | 4 | 2 | 0.11 | \$2,200,000 | \$4,400,000 | 1.00 | \$2,200,000 | \$4,400,000 | \$4,800,000 | \$4,800,000 | 1.0000 | \$4,800,000 | 2015 |
| | North River Road | Project Entrance | 4 | 6 | 2 | 0.12 | \$2,200,000 | \$4,400,000 | 1.00 | \$2,200,000 | \$4,400,000 | \$4,800,000 | \$4,800,000 | 1.0000 | \$4,800,000 | 2020 |
| | Project Entrance | Cowley Lane | 2 | 4 | 2 | 0.11 | \$3,020,000 | \$3,020,000 | 1.00 | \$3,020,000 | \$3,020,000 | \$4,000,000 | \$4,000,000 | 1.0000 | \$4,000,000 | 2015 |
| | Project Entrance | Cowley Lane | 4 | 6 | 2 | 0.12 | \$3,020,000 | \$3,020,000 | 1.00 | \$3,020,000 | \$3,020,000 | \$4,000,000 | \$4,000,000 | 1.0000 | \$4,000,000 | 2020 |
| SR 80 | Seaward Street | Palmetto Avenue | 4 | 6 | 2 | 0.11 | \$1,745,140 | \$3,490,280 | 1.48 | \$2,547,810 | \$5,095,620 | \$4,200,000 | \$4,200,000 | 0.9175 | \$3,850,000 | 2015 |
| | SR 31 | Tracy Avenue | 6 | 8 | 2 | 0.11 | \$3,255,727 | \$3,255,727 | 1.00 | \$3,255,727 | \$3,255,727 | \$10,500,000 | \$10,500,000 | 1.0000 | \$10,500,000 | 2020 |
| | Buckingham Road | Tracy Avenue | 2 | 4 | 2 | 0.12 | \$3,255,727 | \$3,255,727 | 1.00 | \$3,255,727 | \$3,255,727 | \$10,500,000 | \$10,500,000 | 1.0000 | \$10,500,000 | 2020 |
| | South Old Drive | Highway 90 | 4 | 6 | 2 | 0.11 | \$3,255,727 | \$3,255,727 | 1.00 | \$3,255,727 | \$3,255,727 | \$10,500,000 | \$10,500,000 | 1.0000 | \$10,500,000 | 2020 |
| | Highway 90 | Local Entrance | 4 | 6 | 2 | 0.11 | \$3,255,727 | \$3,255,727 | 1.00 | \$3,255,727 | \$3,255,727 | \$10,500,000 | \$10,500,000 | 1.0000 | \$10,500,000 | 2020 |
| Babcock N/S Road | North River Road | Project Entrance | 0 | 4 | 4 | 0.11 | \$2,200,000 | \$8,800,000 | 1.00 | \$2,200,000 | \$8,800,000 | \$9,700,000 | \$9,700,000 | 1.0000 | \$9,700,000 | 2020 |
| | Project Entrance | Cowley Lane | 0 | 2 | 2 | 0.12 | \$3,200,000 | \$4,400,000 | 1.00 | \$3,200,000 | \$4,400,000 | \$4,000,000 | \$4,000,000 | 1.0000 | \$4,000,000 | 2020 |
| | | | | | | | | | | | | | | | Project Benefit Share | \$2,100,000 |
| | | | | | | | | | | | | | | | 100% Mitigation | \$120,000,000 |
| | | | | | | | | | | | | | | | Total | \$20,100,000 |
| | | | | | | | | | | | | | | | Total Less Babcock N/S Road | \$217,200,000 |

FOOTNOTES:

- (1) Improvement cost (2021) obtained from Florida DOT 2021 Transportation Costs, March 2020, page 5-9.
- (2) Improvement cost adjusted (for inflation) to 2021, when available, per Florida DOT 2021 Transportation Costs, March 2020, page 17.
- (3) Lee County 2020 Highway Users Agreement to provide 100% with Agreement needed to be in January 2021, 2020.
- (4) Planned future, capacity and improvement costs are based on Florida DOT Extension Queue (L) from 2021 Queue to Future (1.15 Miles).
- (5) Interchange not built.
- (6) Number of lanes to be added on the volume capacity ratio. The actual number of lanes added could be parallel to the.
- (7) Adjusted factor is obtained for right-of-way and other factors.
- (8) Lee County 2021 Transportation Costs, March 2020, page 11. The rate of engineering to construction costs is approximately 10%.
- (9) Engineering costs include preliminary engineering, construction engineering inspection, right-of-way support and related overhead costs.
- (10) 2020 financial years from fiscal year 2020.
- (11) Interchange not built.
- (12) Project benefit as a percentage of capacity added.
- (13) 100% mitigation.
- (14) Maximum number of lanes added. Actual number of lanes may be different and parallel to the, such as North River Road Extension, Babcock N/S Road, and others.

Exhibit "F"

12. Contingent upon Execution by the Board of Trustees of the Internal Improvement Trust Fund, the Florida Fish and Wildlife Commission ("FWC"), 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, FWC, 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

Inf 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
Veterans 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 Burnt 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
CR762 Tuckers Grade
Aqui Esta
Winchester Blvd.
Midway Blvd.
Piper Road

RMNTS Criteria

SR 39 Toledo Blade Blvd.
CR 74 Belmont Road
CR 765 Burnt Store Road
North Jones Loop Road
CR 771 Gasparilla Road
CR 775 Placida Road
CR 769 Kings Highway
CR 776 Harborview Road
Pine Street
CR762 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 3, 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 subh 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 33(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 +/-

FINAL 12/2/05

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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

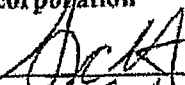
First Witness:

Typed/Printed Name: Charles W. DeSantis

Second Witness:

Typed/Printed Name: ERNEST A. COX
(AS TO MSKP III, LLC)

By:



Print Name:

Sydney R. Kelson

Title:

President & CEO

DATED:

12/13

, 2005

First Witness:



Typed/Printed Name:

Beth Barineau

Second Witness:



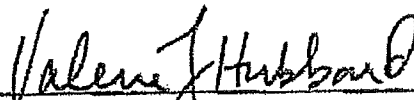
Typed/Printed Name:

Mike McDaniel

(As to the Florida DCA)

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

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

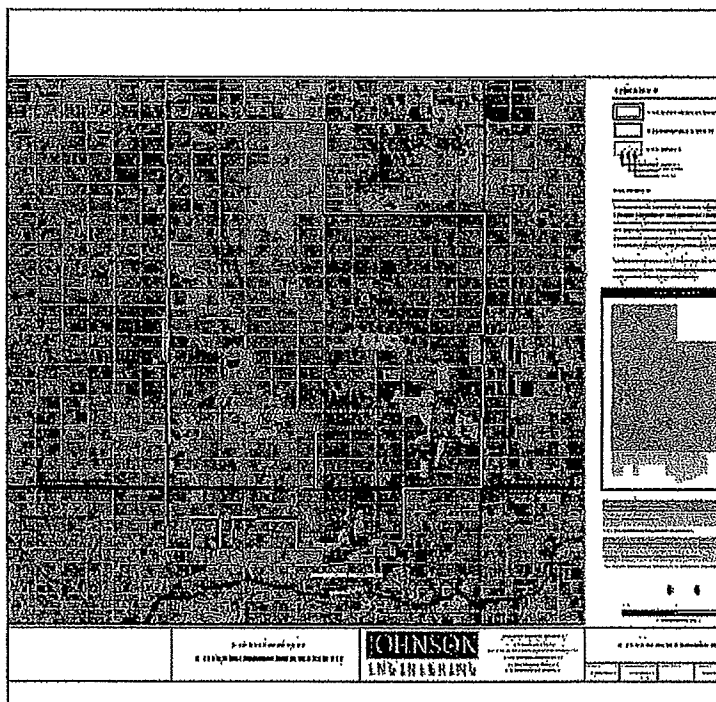
By: _____
Deputy Clerk

Date: JANUARY 24, 2006

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 |

FINAL 12/2/05

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. CUDIA
Title: PRESIDENT
Date: 2/23/06

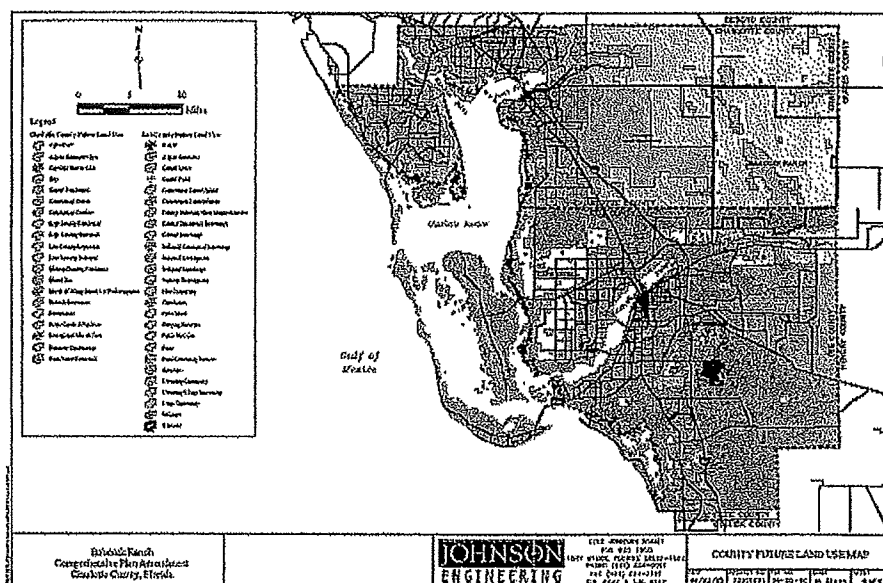
8. Comprehensive Plan Amendments and Land Development Code Regulations.

(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.

Attachment "E"



Attachment "T"

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

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 33(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 assurance 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.c. Babcock Ranch Community Road Planning Agreement Regarding the Charlotte County Babcock Ranch Overlay District Amendments between Lee County and MSKP, III, Inc



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. Stilwell
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 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

Linda DeMarco
Print Name: Linda DeMarco

Witness, Virginia Feiner
Print Name: VIRGINIA FEINER
Witness

By: [Signature]
Its: President & CEO

ATTEST: Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

by: Michele B. Cooper
Deputy Clerk

By: [Signature]
Chairman



APPROVED AS TO FORM AND
CORRECTNESS

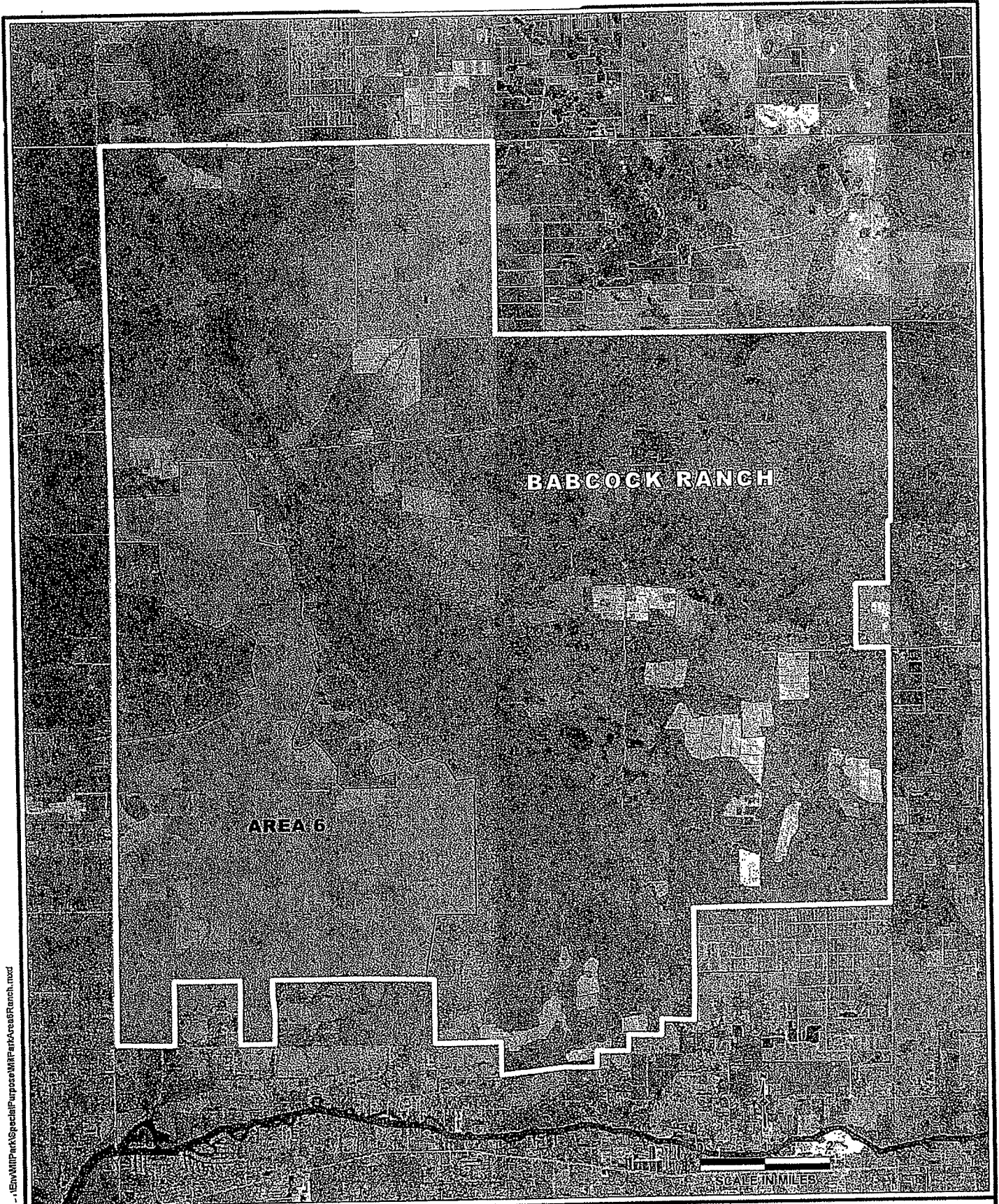
By: [Signature]
County Attorney

List of Exhibits

Exhibit "A" – Aerial photo showing Babcock Ranch

Exhibit "B" – Preliminary Road Improvements List

EXHIBIT A



\\ms01p\proj\9020055693\1\Env\WMP\PAK\Special\Purpose\WMP\PAK\Area6\BabcockRanch.mxd

JOHNSON
ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

Babcock Ranch Area 6

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

RECOMMENDED BR. 116
BABCOCK RANCH PLAN AMENDMENT
RECOMMENDED ROAD IMPROVEMENTS WITH 22% INTERNAL CAPTURE
2030 COST ESTIMATES

EXHIBIT B

LEE COUNTY

| Roadway | From | To | (8) # of Lanes | (9) 2030 # Lanes | (6) # of Lanes Added | (10) Length (Miles) | Cost Per Lane Mile | Improvement Cost Per Mile | (7) R/W & Eng. Adj. 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 78) | Slater Road | I-75 | 4 | 6 | 2 (12) | 2.90 | \$1,745,150 | \$3,490,300 (1) | 1.46 | \$2,547,919 | \$5,095,838 | \$14,800,000 | \$15,900,000 (2) | 1.00000 (12) | \$15,900,000 |
| | I-75 | Nalle Road | 2 | 4 | 2 (11) | 0.60 | \$1,543,700 | \$3,087,400 (1) | 1.46 | \$2,253,802 | \$4,507,604 | \$2,700,000 | \$2,900,000 (2) | 1.00000 (11) | \$2,900,000 |
| | I-75 | Nalle Road | 4 | 6 | 2 (12) | 0.60 | \$1,745,150 | \$3,490,300 (1) | 1.46 | \$2,547,919 | \$5,095,838 | \$3,100,000 | \$3,300,000 (2) | 1.00000 (12) | \$3,300,000 |
| | Nalle Road | SR 31 | 2 | 4 | 2 (11) | 2.70 | \$1,543,700 | \$3,087,400 (1) | 1.46 | \$2,253,802 | \$4,507,604 | \$12,200,000 | \$13,100,000 (2) | 1.00000 (11) | \$13,100,000 |
| | Nalle Road | SR 31 | 4 | 6 | 2 (12) | 2.70 | \$2,915,400 | \$5,830,800 (1) | 1.46 | \$4,256,484 | \$8,512,968 | \$23,000,000 | \$24,700,000 (2) | 1.00000 (12) | \$24,700,000 |
| Buckingham Road | Orange River Boulevard | SR 80 | 2 | 4 | 2 (11) | 2.60 | \$5,305,077 | \$10,610,154 (3) | 1.00 | \$5,305,077 | \$10,610,154 | \$27,600,000 | \$27,600,000 | 0.68478 (11) | \$18,900,000 |
| Del Prado Extension | U.S. 41 | Mellow Drive | 2 | 4 | 2 (13) | 2.52 | \$8,115,079 | \$16,230,159 (3) | 1.00 | \$8,115,079 | \$16,230,159 | \$40,900,000 | \$40,900,000 | 0.00000 (13) | \$0 |
| | Mellow Drive | Nalle Grade Road | 0 | 4 | 4 (13) | 2.23 | \$3,587,444 | \$14,349,776 (3) | 1.00 | \$3,587,444 | \$14,349,776 | \$32,000,000 | \$32,000,000 | 0.00000 (13) | \$0 |
| | W. of I-75 | E. of I-75 | | | Intrchg | Intrchg | | \$0 (3) | 1.00 | | \$0 | \$9,000,000 | \$9,000,000 | 0.00000 (13) | \$0 |
| Hart Road | Gage Way | Del Prado Ext. | 0 | 2 | 2 (12) | 1.00 | \$1,543,700 | \$3,087,400 (1) | 1.46 | \$2,253,802 | \$4,507,604 | \$4,500,000 | \$4,800,000 (2) | 1.00000 (12) | \$4,800,000 |
| Nalle Grade Extension | Del Prado Extension | Nalle Road | 2 | 4 | 2 (12) | 3.80 | \$3,520,000 | \$7,040,000 (3) | 1.00 | \$3,520,000 | \$7,040,000 | \$26,800,000 | \$26,800,000 (2) | 1.00000 (12) | \$26,800,000 |
| | Nalle Road | SR 31 | 0 | 2 | 2 (13) | 2.50 | \$3,520,000 | \$7,040,000 (3) | 1.00 | \$3,520,000 | \$7,040,000 | \$17,600,000 | \$17,600,000 (2) | 0.00000 (13) | \$0 |
| | Nalle Road | SR 31 | 2 | 4 | 2 (12) | 2.50 | \$3,520,000 | \$7,040,000 (3) | 1.00 | \$3,520,000 | \$7,040,000 | \$17,600,000 | \$17,600,000 (2) | 1.00000 (12) | \$17,600,000 |
| Nalle Road | Bayshore Road | Nalle Grade Ext. | 2 | 4 | 2 (12) | 3.00 | \$1,543,700 | \$3,087,400 (1) | 1.46 | \$2,253,802 | \$4,507,604 | \$13,500,000 | \$14,500,000 (2) | 1.00000 (12) | \$14,500,000 |
| North River Road | SR 31 | Broadway Road | 2 | 4 | 2 (12) | 10.20 | \$1,543,700 | \$3,087,400 (1) | 1.46 | \$2,253,802 | \$4,507,604 | \$45,000,000 | \$49,400,000 (2) | 1.00000 (12) | \$49,400,000 |
| SR 31 | SR 80 | Bridge | 2 | 4 | 2 (11) | 0.70 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$3,100,000 | \$3,100,000 | 1.00000 (11) | \$3,100,000 |
| | SR 80 | Bridge | 4 | 6 | 2 (12) | 0.70 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$3,100,000 | \$3,100,000 | 1.00000 (12) | \$3,100,000 |
| | Bridge | Bridge | 0 | 6 | 6 (12) | 0.50 | \$8,745,000 | \$52,470,000 (1) | 1.00 | \$8,745,000 | \$52,470,000 | \$28,200,000 | \$28,100,000 (2) | 1.00000 (12) | \$28,100,000 |
| | Bridge | Bayshore Road | 2 | 4 | 2 (11) | 0.20 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$900,000 | \$900,000 | 1.00000 (11) | \$900,000 |
| | Bridge | Bayshore Road | 4 | 6 | 2 (12) | 0.20 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$900,000 | \$900,000 | 1.00000 (12) | \$900,000 |
| | Bayshore Road | North River Road | 2 | 4 | 2 (11) | 1.30 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$5,700,000 | \$5,700,000 | 1.00000 (11) | \$5,700,000 |
| | Bayshore Road | North River Road | 4 | 6 | 2 (12) | 1.30 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$5,700,000 | \$5,700,000 | 1.00000 (12) | \$5,700,000 |
| | North River Road | Project Entrance | 2 | 4 | 2 (11) | 1.10 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$4,800,000 | \$4,800,000 | 1.00000 (11) | \$4,800,000 |
| | North River Road | Project Entrance | 4 | 6 | 2 (12) | 1.10 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$4,800,000 | \$4,800,000 | 1.00000 (12) | \$4,800,000 |
| | Project Entrance | County Line | 2 | 4 | 2 (11) | 0.90 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$4,000,000 | \$4,000,000 | 1.00000 (11) | \$4,000,000 |
| | Project Entrance | County Line | 4 | 6 | 2 (12) | 0.90 | \$2,200,000 | \$4,400,000 (8) | 1.00 | \$2,200,000 | \$4,400,000 | \$4,000,000 | \$4,000,000 | 1.00000 (12) | \$4,000,000 |
| SR 80 | SR 31 | Tropic Avenue | 4 | 6 | 2 (12) | 1.50 | \$3,600,000 | \$7,200,000 (9) | 1.00 | \$3,600,000 | \$7,200,000 | \$10,800,000 | \$10,800,000 | 0.00000 | \$0 |
| | Tropic Avenue | Buckingham Road | 4 | 6 | 2 (12) | 1.00 | \$3,600,000 | \$7,200,000 (9) | 1.00 | \$3,600,000 | \$7,200,000 | \$7,200,000 | \$7,200,000 | 1.00000 (12) | \$7,200,000 |
| | South Olga Drive | Hickey Creek | 4 | 6 | 2 (12) | 0.60 | \$3,625,727 | \$7,251,455 (9) | 1.00 | \$3,625,727 | \$7,251,455 | \$3,600,000 | \$3,600,000 | 1.00000 (12) | \$3,600,000 |
| | Hickey Creek | Joel Boulevard | 4 | 6 | 2 (11) | 4.90 | \$3,625,727 | \$7,251,455 (9) | 1.00 | \$3,625,727 | \$7,251,455 | \$35,500,000 | \$35,500,000 | 1.00000 (11) | \$35,500,000 |
| Babcock N/S Road | North River Road | Project Entrance | 0 | 6 | 6 (12) | 1.10 | \$2,200,000 | \$13,200,000 (9) | 1.00 | \$2,200,000 | \$13,200,000 | \$14,500,000 | \$14,500,000 | 1.00000 (12) | \$14,500,000 |
| | Project Entrance | County Line | 0 | 6 | 6 (12) | 0.90 | \$2,200,000 | \$13,200,000 (9) | 1.00 | \$2,200,000 | \$13,200,000 | \$11,900,000 | \$11,900,000 | 1.00000 (12) | \$11,900,000 |

FOOTNOTES:

- Improvement costs (2004 \$) obtained from Florida DOT 2004 Transportation Costs, March 2005 (pages 5-8).
- Improvement costs adjusted (for inflation) to 2005\$, where applicable, per Implicit Price Deflator factor from the Florida DOT 2004 Transportation Costs, March 2005 (page 17).
- Per Lee County MPO 2030 Highway Element As Adopted December 7th, 2005 with Approved Amendments on January 20th, 2006.
- Parallel facility, capacity and improvement costs are based on Hanson Street Extension (now 4L) from Ortiz Avenue to Forum (1.15 miles).
- Improvement cost based on 10L widening of I-75 from Alko Road to SR 82.
- Number of lanes is based on the volume/capacity ratio. The actual number of lanes added could be parallel facilities.
- Adjustment factor to account for right-of-way and other engineering costs, where needed.
- Per Florida DOT 2004 Transportation Costs, March 2005 (page 11) the ratio of engineering to construction costs is approximately 45%. Engineering costs include preliminary engineering, construction engineering inspection, right-of-way support and related overhead costs.
- 2030 Financial Feasibility Plan needs number of lanes.
- Cost per Lane Mile Source: Charlotte County Public Works Department, includes preliminary engineering, design, construction engineering inspection, right-of-way and related overhead costs.
- Intentionally left blank.
- Proportionate Share: Project traffic as a percentage of capacity added.
- 100% mitigation.
- Parallel facility in parallel to lane capacity on SR 31.

| | |
|-----------------------------|---------------|
| Proportionate Share | \$88,800,000 |
| 100% Mitigation | \$240,800,000 |
| Babcock Total | \$329,700,000 |
| Total Less Babcock N/S Road | \$303,300,000 |
| Total Improvement Cost | \$448,700,000 |
| % Babcock | 73.5% |

EXHIBIT B

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

CHARLOTTE COUNTY

| Roadway | From | To | (1) # 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 | 1.000000 (2) | \$21,560,000 | 2015 |
| | Lee County Line | M. Project Entrance | 4 | 6 | 2 | 4.90 | \$2,200,000 (1) | \$21,560,000 | 1.000000 (2) | \$21,560,000 | 2015 |
| | M. Project Entrance | CR 74 | 2 | 4 | 2 | 7.21 | \$2,200,000 (3) | \$31,724,000 | 1.000000 (2) | \$31,724,000 | 2015 |
| | M. Project Entrance | CR 74 | 4 | 6 | 2 | 7.21 | \$2,200,000 (3) | \$31,724,000 | 1.000000 (2) | \$31,724,000 | 2020 |
| CR 74 | Fisher Road | SR 31 | 2 | 4 | 2 | 14.78 | \$2,200,000 (1) | \$64,944,000 | 1.000000 (2) | \$64,944,000 | 2016 |
| Babcock N/S Road | Lee County Line | M. Project Entrance | 8 | 2 | 2 | 6.90 | \$2,200,000 (1) | \$25,660,000 | 1.000000 (2) | \$25,660,000 | 2020 |
| | | | | | | | | | | Proportionate Share | \$144,188,000 |
| | | | | | | | | | | 100% Mitigation | \$53,284,000 |
| | | | | | | | | | | Total | \$197,472,000 |
| | | | | | | | | | | Total Less Babcock N/S Road | \$174,512,000 |

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 value as a percentage of charges assessed.
- (3) 100% mitigation.
- (4) 2030 Cost Estimate based on number of lanes.
- (5) Maximum number of lanes shown. Actual number of lanes may be widening and parallel facilities, such as Halls Grade Road Extension, Babcock N/S Road, and others.

#05680, Charlotte_Paving, Charlotte2030-50_030308

3/14/2006

WPB 876550.1



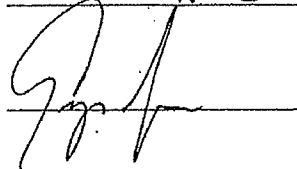
MSKP III, Inc.
Secretary's Certificate

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:

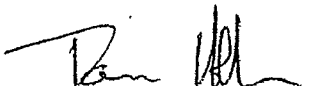
1. Attached hereto as Exhibit A is a true and correct copy of the resolutions of the Board of Directors of the Company (the "Board") authorizing the Babcock Ranch Community Road Planning Agreement Regarding the Charlotte County Babcock Ranch Overlay District Amendments (the "Agreement"); such resolutions 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:

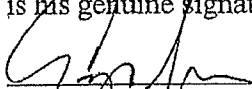
| <u>Name</u> | <u>Title</u> | <u>Signature</u> |
|---------------|--|---|
| Sydney Kitson | Chief Executive Officer and President |  |
| Thomas Hoban | Chief Operating Officer and Secretary |  |
| George Speer | Chief Financial Officer and Assistant Secretary |  |

[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

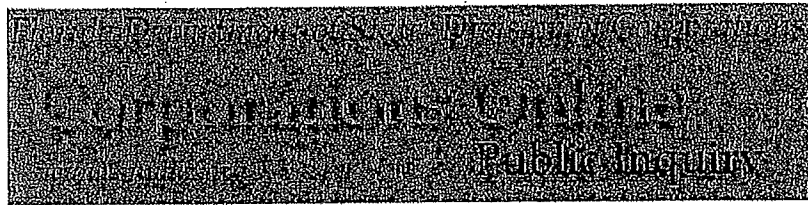
I, George Speer, Assistant Secretary of the Company, hereby certify that Thomas Hoban is the duly elected Secretary of the Company and that the signature shown above is his genuine signature.



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 |

[Previous Filing](#)[Return to List](#)[Next Filing](#)

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

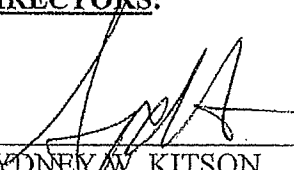
RESOLVED, that any officer or authorized person of the Company is authorized, directed and empowered to make any amendments or modifications to the Agreement and any documents that are necessary or desirable to effect the transactions contemplated by the Agreement, such amendments or modifications and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

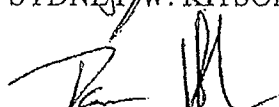
RESOLVED, that all actions heretofore taken by any officer or authorized person of the Company in connection with the foregoing are ratified in all respects.

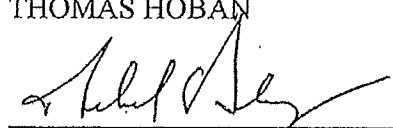
[Signature page follows]

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

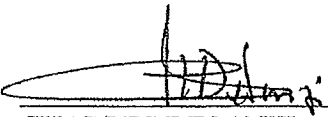
IN WITNESS WHEREOF, the Board has executed this Consent as of this 9th day of May, 2006.

DIRECTORS:

SYDNEY W. KITSON

THOMAS HOBAN

RICHARD BROCKWAY



CHARLES DESANTI

Volume II of II

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

for

THE BABCOCK MIXED USE DISTRICT

August 2006

RESERVED
AUG 29 2006
COMMUNITY DEVELOPMENT
CPA 2006-00008

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.
777 South Flager Drive, Suite 500 East
West Palm Beach, Florida 33401-6194**

Prepared by:

**Johnson Engineering, Inc.
2158 Johnson Street
Fort Myers, Florida 33901**

**WilsonMiller, Inc.
3200 Bailey Lane, Suite 200
Naples, Florida 34105**

**Fishkind & Associates, Inc.
11869 High Tech Avenue
Orlando, Florida 32817**

**David Plummer & Associates, Inc.
1531 Hendry Street
Fort Myers, Florida 33901**

Volume I of II

BABCOCK MIXED-USE DISTRICT LEE COUNTY COMPREHENSIVE PLAN AMENDMENT

- | | | | |
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| Section 1 | a. | Overview and History of Babcock Ranch | |
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| Section 2 | a. | Application for Comprehensive Plan Amendment with Executed Affidavit | |
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| | | 2) Proposed Texts, Goals, Objectives and Policies | |
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| | b. | Master Plan | Map 2 |
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| | o. | Water Management Map | Map 15 |
| | p. | Survey (11" x 17") | |
| 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 |
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| 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 |
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| Section 12 | Survey |

CPA 2006- 0008

Volume II of II

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SECTION 1

RECEIVED
AUG 29 2006

COMMUNITY DEVELOPMENT

| | Application Reference |
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| a. Application Documentation: | |
| 1) Legal Description with Sketch to Accompany Description | IV.A.5. |
| 2) Property Owner's (Babcock) Parcel Map and STRAP Numbers | |
| 3) Copy of Deed Recorded in Lee County Public Records | IV.A.6. |
| 4) Property Appraiser's Property Details | |
| 5) Property Appraiser's Spatial District Query Reports | |
| 6) Surrounding Property Owners List | |
| 7) Surrounding Property Owners Map | |
| b. Narrative on Urban Sprawl | IV.F.2.a. |
| c. Needs Analysis (Population) | IV.F.2.a. |
| 1) Appendix 1 – Alva Planning Community Population Projections 1980-2030 – Methodological Summary | |
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| (b) Approved Residential Units – Planned Developments in Alva Planning Community as of May 2006 | |

Babcock Mixed-Use District

- II.1.a.1) Legal Description with Sketch to
Accompany Description (IV.A.5.)



DESCRIPTION OF BABCOCK MIXED-USE DISTRICT

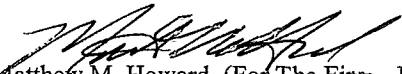
LEE COUNTY PARCEL:

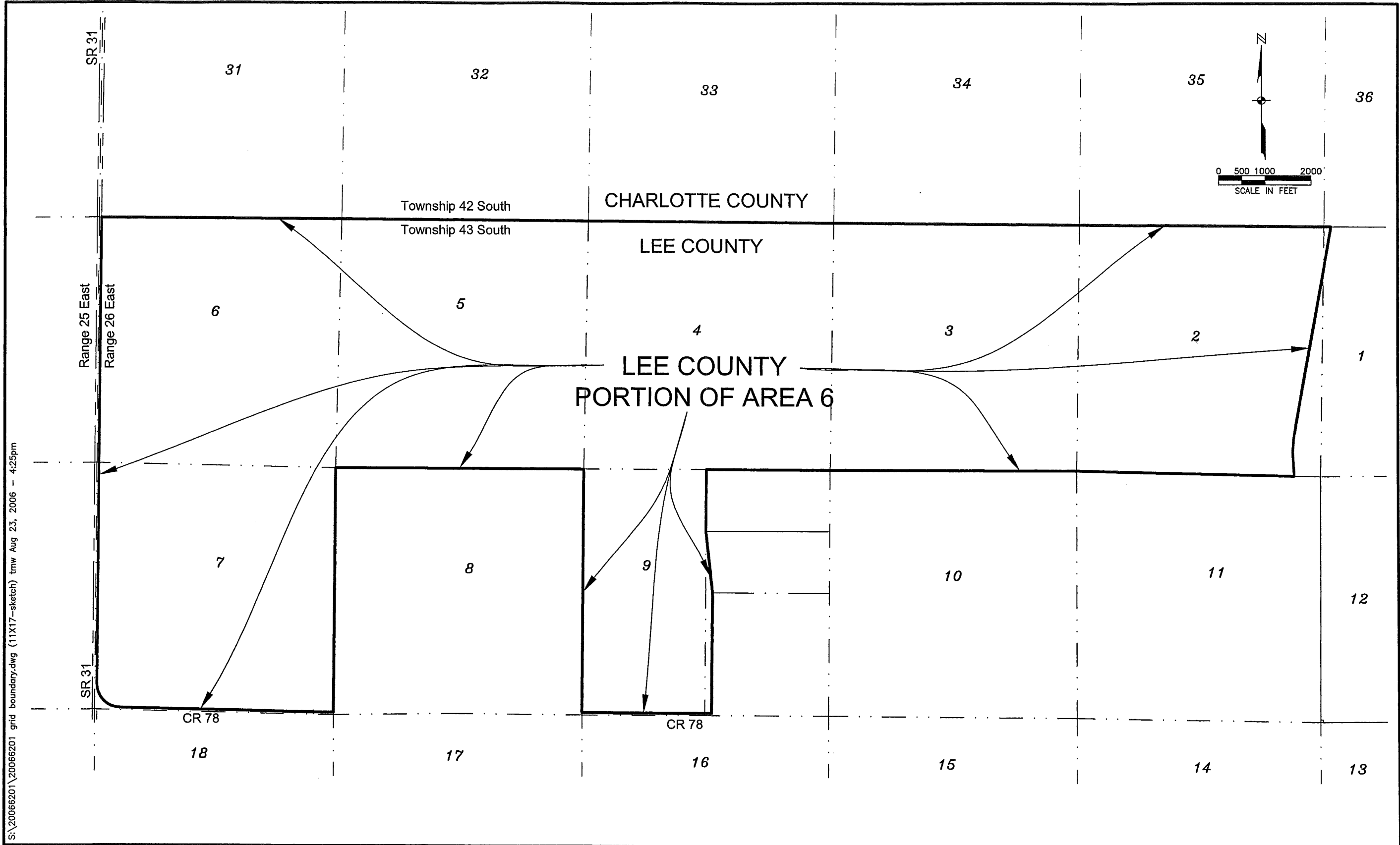
A parcel of land lying within Sections 1 through 7 and Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

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 5306.08 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 4667.96 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 2642.06 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 2650.09 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.65 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 S06°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 2611.56 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 150.26 feet and N89°54'44"W a distance of 2648.95 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.02 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2663.13 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2666.70 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.42 feet to the Southwest corner of said Section 5; Thence S00°23'16"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 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4406.31 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 522.94 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. Dimensions and acreage are Grid.


Matthew M. Howard (For The Firm - LB 642)
Professional Surveyor and Mapper
Florida Certificate No. 4912
8/24/06 Date signed



S:\20066201\20066201 grid boundary.dwg (11X17-sketch) tmw Aug 23, 2006 - 4:25pm

| | | | | | | |
|---|---|---|-------------------------|----------------------|---------------------|-----------------|
| BABCOCK MIXED-USE DISTRICT Sections 1-7 & 9, Township 42 South, Range 26 East Lee County, Florida |  251 HICKPOCHEE AVENUE LABELLE, FLORIDA 33935 PHONE (863) 612-0594 FAX (863) 612-0341 E.B. #642 & L.B. #642 | Overall Sketch Lee County Portion-Area 6 | | | | |
| | | DATE June, 2006 | PROJECT NO. 20066201 | FILE NO. 31-42-26 | SCALE 1" = 2000' | SHEET 1 OF 1 |

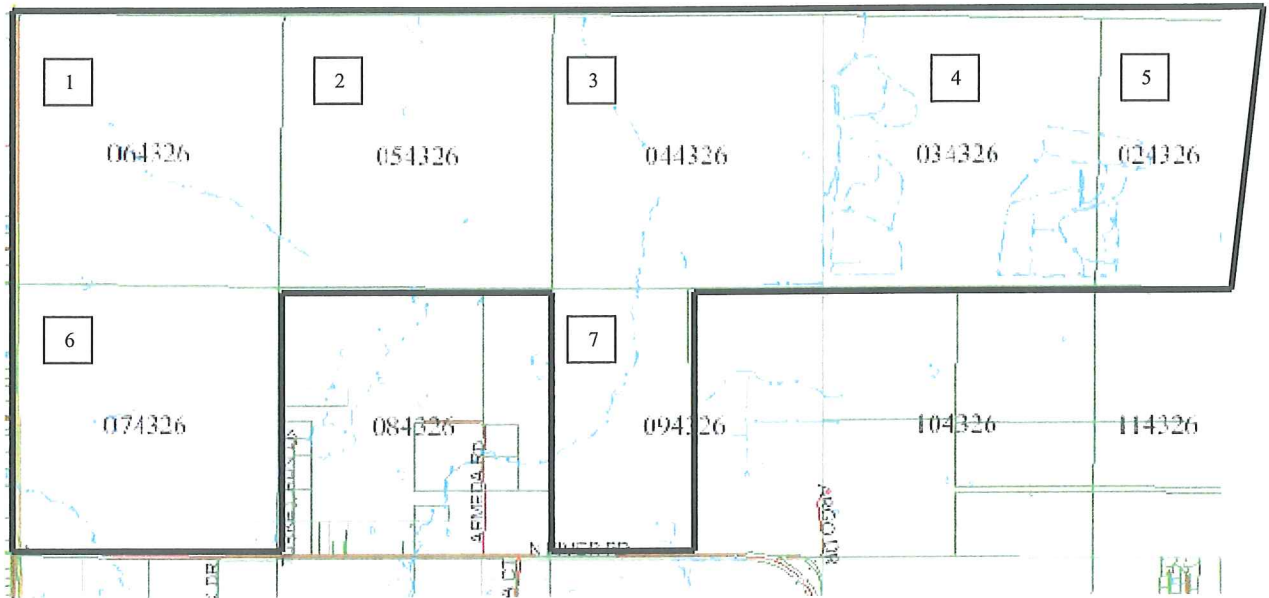
Babcock Mixed-Use District

II.1.a.2) Property Owner's (Babcock) Parcel Map
and STRAP Numbers

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 – Majority of Section (minus small portion along eastern
border)
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**

Babcock Mixed-Use District

II.1.a.3) Copy of Deed Recorded in Lee County
Public Records (IV.A.6.)

①
Doc. 52.50
Clerk Fee 4.50
Total 57.00
15.70

AFTER RECORDING RETURN TO:

Ron Baskin, Esq.
Akerman Senterfitt
One SE Third Avenue, 28th Floor
Miami, Florida 33131

Folio Number: See Exhibit "B"

INSTR # 2006000297895, Pages 6
Doc Type D, Recorded 07/28/2006 at 01:33 PM,
Charlie Green, Lee County Clerk of Circuit Court
Deed Doc. \$0.70 Rec. Fee \$52.50
Deputy Clerk DMAYS
#1

SPECIAL WARRANTY DEED

This Special Warranty Deed made effective as of the 27th day of July, 2006 between **Babcock Florida Company**, a Florida corporation whose address is 2220 Palmer Street, Pittsburgh, PA 15218, ("Grantor"), and **Babcock Property Holdings, L.L.C.**, a Delaware limited liability company whose address is 9055 Ibis Boulevard, West Palm Beach, Florida, 33412, ("Grantee").

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by the Grantee, at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and its/his/her heirs or successors and assignees forever, the following parcel of land (the "Land"), situate, lying and being in the Counties of Charlotte and Lee, State of Florida, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes and assessments for the year 2006 and for subsequent years.
2. Zoning and other regulatory laws and ordinances affecting the Land.
3. Easements, reservations, restrictions, rights of way, and other matters of record without intending by this reference to reimpose same.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and year first above written.

By: Richard S. Cuda
Richard Cuda, President of
Babcock Florida Company

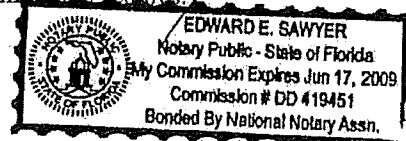


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 (Area 6):

CHARLOTTE COUNTY PARCEL:

A parcel of land lying within 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, 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 N89°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 3566.96 feet; Thence S41°13'25"E a distance of 2825.30 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; 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°00'40"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.

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

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 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 4889.98 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5306.31 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5289.35 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.83 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.84 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 155.77 feet; Thence S09°58'52"W a distance of 4668.17 feet; Thence S04°10'14"W a distance of 283.53 feet; Thence S03°53'19"E a distance of 515.34 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.43 feet West of the Southeast corner of said Section 2); Thence N88°38'22"W a distance of 2084.17 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2642.18 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5300.33 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2650.21 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.71 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 S06°02'41"E a distance of 1338.42 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 2611.68 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 150.27 feet and N89°54'44"W a distance of 2649.07 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.14 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2663.25 feet to the Southeast corner of Section 5, Township 43 South, Range

26 East; Thence N89°52'00"W a distance of 2666.82 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.54 feet to the Southwest corner of said Section 5; Thence S00°23'16"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5294.24 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 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4406.54 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 24°26'20" and a radius of 522.96 feet, with a chord bearing of N76°39'06"W and a chord length of 221.39 feet) a distance of 223.07 feet to a point that is 300.00 feet East of the East right-of-way line of 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°19'49"E a distance of 5249.36 feet, N00°18'54"E a distance of 5312.90 feet and N00°36'46"E a distance of 0.97 feet to the Point of Beginning.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E.

PARCEL 2 (300' Strip):

The East 300.00 feet of the West 350.00 feet of Sections 6, 7, 18, 19, 30 and 31, Township 41 South, Range 26 East, Charlotte County, Florida.

AND,

The East 300.00 feet of the West 350.00 feet of Sections 6, 7, 18, 19, 30 and 31, Township 42 South, Range 26 East, Charlotte County, Florida.

AND,

The East 300.00 feet of the West 350.00 feet of Sections 6 and 7, Township 43 South, Range 26 East, Lee County, Florida.

Lee County Property:

01-43-26-00-00001.0000; 02-43-26-00-00001.0000; 03-43-26-00-00001.0000; 04-43-26-00-00001.0000; 05-43-26-00-00001.0000; 06-43-26-00-00001.0000; 07-43-26-00-00001.0000; 09-43-26-00-00001.0000

Babcock Mixed-Use District

II.1.a.4) Property Appraiser's Property Details

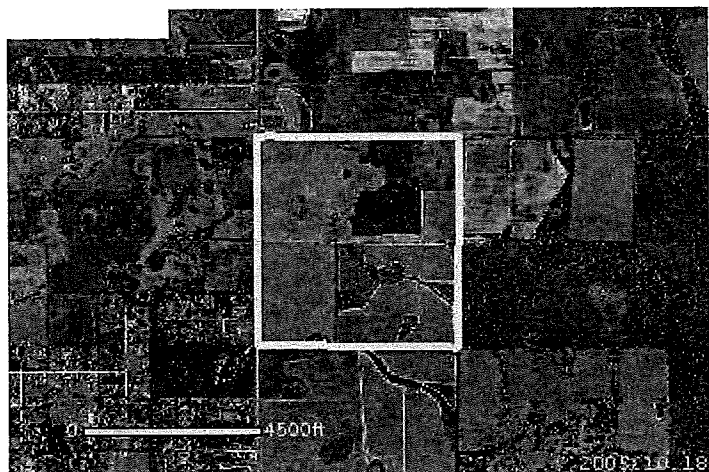
LEE COUNTY PROPERTY APPRAISER

PROPERTY DATA FOR PARCEL 06-43-26-00-00001.0000
TAX YEAR 2006 PRELIMINARY

Parcel data is available for the following tax years:

[[2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#) | 2006 (Preliminary)][[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)| [Display Tax Bills on this Parcel](#) | **[NEW! Tax Estimator](#)**]OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2006 PRELIMINARY ROLL.**PROPERTY DETAILS****OWNER OF RECORD**BABCOCK PROPERTY
HOLDINGS LLC
9055 IBIS BLVD
WEST PALM BEACH FL 33412[[VIEWER](#)] [TAX MAP](#) [[PRINT](#)]**SITE ADDRESS**20500 SR 31
NORTH FORT MYERS FL 33903**LEGAL DESCRIPTION**

ALL SEC LESS W 50 FT

[[PICTOMETRY](#)]**TAXING DISTRICT**

202 - BAYSHORE FIRE/CO MOSQUITO

DOR CODE

64 - GRAZING LAND CLASS V

**PROPERTY VALUES (TAX
ROLL 2006)[[NEW!](#) [HISTORY](#)
[CHART](#)]****EXEMPTIONS****ATTRIBUTES**

| | | | | |
|--------------|-----------|--------------|--------------------|------------------------|
| JUST | 6,340,000 | HOMESTEAD | 0 UNITS OF MEASURE | AC |
| ASSESSED | 81,840 | AGRICULTURAL | 6,258,160 | NUMBER OF UNITS 634.00 |
| ASSESSED SOH | 81,840 | WIDOW | 0 FRONTAGE | 0 |

| | | | | | |
|---------------|--------|------------|---|-------------------|----|
| TAXABLE | 81,840 | WIDOWER | 0 | DEPTH | 0 |
| BUILDING | 0 | DISABILITY | 0 | BEDROOMS | |
| LAND | 81,840 | WHOLLY | 0 | BATHROOMS | |
| BUILDING | 0 | SOH | 0 | TOTAL BUILDING | |
| FEATURES | 0 | DIFFERENCE | 0 | SqFT | |
| LAND FEATURES | 0 | | | YEAR IMPROVED | 0 |
| | | | | HISTORIC DISTRICT | No |

SALES/TRANSACTIONS

| SALE PRICE | DATE | OR NUMBER | TYPE | TRANSACTION DETAILS DESCRIPTION | VACANT / IMPROVED |
|------------|-----------|----------------------|------|--|----------------------|
| 100 | 7/27/2006 | <u>2006000297895</u> | 04 | Disqualified (Multiple STRAP # - 01,03,07) There are 7 additional parcel(s) with this document (may have been split after the transaction date)... <u>01-43-26-00-00001.0000,</u> <u>02-43-26-00-00001.0000,</u> <u>03-43-26-00-00001.0000,</u> <u>04-43-26-00-00001.0000,</u> <u>05-43-26-00-00001.0000,</u> <u>07-43-26-00-00001.0000,</u> <u>09-43-26-00-00001.0000</u> | V |

SOLID WASTE (GARBAGE) ROLL DATA

| SOLID WASTE DISTRICT | ROLL TYPE | CATEGORY | UNIT/AREA | TAX AMOUNT |
|----------------------|-----------|----------|-----------|------------|
| 004 - Service Area 4 | - | | 0 | 0.00 |

COLLECTION DAYS

| GARBAGE | RECYCLING | HORTICULTURE |
|------------------------------------|-----------|--------------|
| Error loading the Collection Days. | | |

ELEVATION INFORMATION

| STORM SURGE CATEGORY | FLOOD INSURANCE (FIRM FAQ) | | | | |
|----------------------|----------------------------|-----------|-------|---------|--------|
| | RATE CODE | COMMUNITY | PANEL | VERSION | DATE |
| Category 4/5 | X | 125124 | 0100 | D | 031594 |

[[Show](#)]

APPRAISAL DETAILS

TRIM (*proposed* tax) Notices are available for the following tax years:

[[1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#)]

[[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)]

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LEE COUNTY PROPERTY APPRAISER

PROPERTY DATA FOR PARCEL 05-43-26-00-00001.0000
TAX YEAR 2006 PRELIMINARY

Parcel data is available for the following tax years:

[[2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#) | 2006 (Preliminary)][[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)| [Display Tax Bills on this Parcel](#) | **[NEW! Tax Estimator](#)**]OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2006 PRELIMINARY ROLL.**PROPERTY DETAILS****OWNER OF RECORD**BABCOCK PROPERTY
HOLDINGS LLC
9055 IBIS BLVD
WEST PALM BEACH FL 33412[[VIEWER](#)] TAX MAP [[PRINT](#)]**SITE ADDRESS**ACCESS UNDETERMINED
ALVA FL 33920**LEGAL DESCRIPTION**

ALL SEC 5

[[PICTOMETRY](#)]**TAXING DISTRICT**

202 - BAYSHORE FIRE/CO MOSQUITO

DOR CODE

64 - GRAZING LAND CLASS V

**PROPERTY VALUES (TAX
ROLL 2006)[[NEW!](#) [HISTORY](#)
[CHART](#)]****EXEMPTIONS****ATTRIBUTES**

| | | | | |
|---------------------|-----------|---------------------|----------------------------------|---------------|
| JUST | 6,401,730 | HOMESTEAD | 0 UNITS OF MEASURE | AC |
| ASSESSED | 125,550 | AGRICULTURAL | 6,276,180 NUMBER OF UNITS | 640.00 |
| ASSESSED SOH | 125,550 | WIDOW | 0 FRONTAGE | 0 |

| | | | | |
|----------------------|---------|-------------------|--------------------------|----|
| TAXABLE | 125,550 | WIDOWER | 0 DEPTH | 0 |
| BUILDING | 1,730 | DISABILITY | 0 BEDROOMS | |
| LAND | 123,820 | WHOLLY | 0 BATHROOMS | |
| BUILDING | | SOH | 0 TOTAL BUILDING | |
| FEATURES | 1,730 | DIFFERENCE | SqFt | |
| LAND FEATURES | 0 | | YEAR IMPROVED | 0 |
| | | | HISTORIC DISTRICT | No |

SALES/TRANSACTIONS

| SALE PRICE | DATE | OR NUMBER | TYPE | TRANSACTION DETAILS DESCRIPTION | VACANT / IMPROVED |
|------------|-----------|----------------------|------|---|----------------------|
| 100 | 7/27/2006 | <u>2006000297895</u> | 04 | Disqualified (Multiple STRAP # - 01,03,07) There are 7 additional parcel(s) with this document (may have been split after the transaction date)... <u>01-43-26-00-00001.0000,</u> <u>02-43-26-00-00001.0000,</u> <u>03-43-26-00-00001.0000,</u> <u>04-43-26-00-00001.0000,</u> <u>06-43-26-00-00001.0000,</u> <u>07-43-26-00-00001.0000,</u> <u>09-43-26-00-00001.0000</u> | V |

SOLID WASTE (GARBAGE) ROLL DATA

| SOLID WASTE DISTRICT | ROLL TYPE | CATEGORY | UNIT/AREA | TAX AMOUNT |
|----------------------|-----------|----------|-----------|------------|
| 004 - Service Area 4 | - | | 0 | 0.00 |

COLLECTION DAYS

GARBAGE
Thursday

RECYCLING
Wednesday

HORTICULTURE
Wednesday

ELEVATION INFORMATION

| STORM SURGE CATEGORY | FLOOD INSURANCE (<u>FIRM FAQ</u>) | | | |
|----------------------|-------------------------------------|-----------|-------|--------------|
| | RATE CODE | COMMUNITY | PANEL | VERSION DATE |
| Category 4/5 | C | 125124 | 0125 | B |

[[Show](#)]

APPRAISAL DETAILS

TRIM (*proposed* tax) Notices are available for the following tax years:
[[1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#)]

[[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)]

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LEE COUNTY PROPERTY APPRAISER

PROPERTY DATA FOR PARCEL 04-43-26-00-00001.0000
TAX YEAR 2006 PRELIMINARY

Parcel data is available for the following tax years:

[[2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#) | 2006 (Preliminary)][[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)| [Display Tax Bills on this Parcel](#) | **[NEW! Tax Estimator](#)**]OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2006 PRELIMINARY ROLL.**PROPERTY DETAILS****OWNER OF RECORD**BABCOCK PROPERTY
HOLDINGS LLC
9055 IBIS BLVD
WEST PALM BEACH FL 33412[[VIEWER](#)] TAX MAP [[PRINT](#)]**SITE ADDRESS**ACCESS UNDETERMINED
ALVA FL 33920**LEGAL DESCRIPTION**

ALL SEC 4

[[PICTOMETRY](#)]**TAXING DISTRICT**

202 - BAYSHORE FIRE/CO MOSQUITO

DOR CODE

64 - GRAZING LAND CLASS V

**PROPERTY VALUES (TAX
ROLL 2006)** [[NEW! HISTORY
CHART](#)]**EXEMPTIONS****ATTRIBUTES**

| | | | | | |
|--------------|-----------|--------------|-----------|------------------|--------|
| JUST | 6,400,000 | HOMESTEAD | 0 | UNITS OF MEASURE | AC |
| ASSESSED | 48,700 | AGRICULTURAL | 6,351,300 | NUMBER OF UNITS | 640.00 |
| ASSESSED SOH | 48,700 | WIDOW | 0 | FRONTAGE | 0 |

| | | | | | |
|---------------|--------|------------|---|-------------------|----|
| TAXABLE | 48,700 | WIDOWER | 0 | DEPTH | 0 |
| BUILDING | 0 | DISABILITY | 0 | BEDROOMS | |
| LAND | 48,700 | WHOLLY | 0 | BATHROOMS | |
| BUILDING | 0 | SOH | 0 | TOTAL BUILDING | |
| FEATURES | | DIFFERENCE | | SQFT | |
| LAND FEATURES | 0 | | | YEAR IMPROVED | 0 |
| | | | | HISTORIC DISTRICT | No |

SALES/TRANSACTIONS

| SALE PRICE | DATE | OR NUMBER | TYPE | TRANSACTION DETAILS DESCRIPTION | VACANT / IMPROVED |
|------------|-----------|---------------|------|--|----------------------|
| 100 | 7/27/2006 | 2006000297895 | 04 | Disqualified (Multiple STRAP # - 01,03,07) There are 7 additional parcel(s) with this document (may have been split after the transaction date)... <u>01-43-26-00-00001.0000,</u> <u>02-43-26-00-00001.0000,</u> <u>03-43-26-00-00001.0000,</u> <u>05-43-26-00-00001.0000,</u> <u>06-43-26-00-00001.0000,</u> <u>07-43-26-00-00001.0000,</u> <u>09-43-26-00-00001.0000</u> | V |

SOLID WASTE (GARBAGE) ROLL DATA

| SOLID WASTE DISTRICT | ROLL TYPE | CATEGORY | UNIT/AREA | TAX AMOUNT |
|----------------------|-----------|----------|-----------|------------|
| 004 - Service Area 4 | - | | 0 | 0.00 |

COLLECTION DAYS

GARBAGE
Thursday

RECYCLING
Wednesday

HORTICULTURE
Wednesday

ELEVATION INFORMATION

| STORM SURGE CATEGORY | FLOOD INSURANCE (<u>FIRM FAQ</u>) | | | |
|----------------------|-------------------------------------|-----------|-------|--------------|
| | RATE CODE | COMMUNITY | PANEL | VERSION DATE |
| Category 4/5 | C | 125124 | 0125 | B |

[[Show](#)]

APPRAISAL DETAILS

TRIM (*proposed* tax) Notices are available for the following tax years:
[[1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#)]

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LEE COUNTY PROPERTY APPRAISER

PROPERTY DATA FOR PARCEL 03-43-26-00-00001.0000
TAX YEAR 2006 PRELIMINARY

Parcel data is available for the following tax years:

[[2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#) | 2006 (Preliminary)][[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)| [Display Tax Bills on this Parcel](#) | **[NEW! Tax Estimator](#)**]OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2006 PRELIMINARY ROLL.**PROPERTY DETAILS****OWNER OF RECORD**BABCOCK PROPERTY
HOLDINGS LLC
9055 IBIS BLVD
WEST PALM BEACH FL 33412[[VIEWER](#)] TAX MAP [[PRINT](#)]**SITE ADDRESS**ACCESS UNDETERMINED
ALVA FL 33920**LEGAL DESCRIPTION**

ALL SEC 3

[[PICTOMETRY](#)]**TAXING DISTRICT**

220 - ALVA FIRE/CO MOSQUITO

DOR CODE

64 - GRAZING LAND CLASS V

**PROPERTY VALUES (TAX
ROLL 2006)[[NEW!](#) [HISTORY](#)
[CHART](#)]****EXEMPTIONS****ATTRIBUTES**

| | | | | | |
|--------------|-----------|--------------|-----------|------------------|--------|
| JUST | 6,400,000 | HOMESTEAD | 0 | UNITS OF MEASURE | AC |
| ASSESSED | 65,170 | AGRICULTURAL | 6,334,830 | NUMBER OF UNITS | 640.00 |
| ASSESSED SOH | 65,170 | WIDOW | 0 | FRONTAGE | 0 |

| | | | | | |
|----------------------|--------|-------------------|---|--------------------------|-----------------------|
| TAXABLE | 65,170 | WIDOWER | 0 | DEPTH | 0 |
| BUILDING | 0 | DISABILITY | | 0 | BEDROOMS |
| LAND | 65,170 | WHOLLY | | 0 | BATHROOMS |
| BUILDING | 0 | SOH | | 0 | TOTAL BUILDING |
| FEATURES | | DIFFERENCE | | | SQFT |
| LAND FEATURES | 0 | | | YEAR IMPROVED | 0 |
| | | | | HISTORIC DISTRICT | No |

SALES/TRANSACTIONS

| SALE PRICE | DATE | OR NUMBER | TYPE | TRANSACTION DETAILS DESCRIPTION | VACANT / IMPROVED |
|------------|-----------|----------------------|------|---|----------------------|
| 100 | 7/27/2006 | <u>2006000297895</u> | 04 | Disqualified (Multiple STRAP # - 01,03,07) There are 7 additional parcel(s) with this document (may have been split after the transaction date)... <u>01-43-26-00-00001.0000,</u> <u>02-43-26-00-00001.0000,</u> <u>04-43-26-00-00001.0000,</u> <u>05-43-26-00-00001.0000,</u> <u>06-43-26-00-00001.0000,</u> <u>07-43-26-00-00001.0000,</u> <u>09-43-26-00-00001.0000</u> | V |

SOLID WASTE (GARBAGE) ROLL DATA

| SOLID WASTE DISTRICT | ROLL TYPE | CATEGORY | UNIT/AREA | TAX AMOUNT |
|----------------------|-----------|----------|-----------|------------|
| 004 - Service Area 4 | - | | 0 | 0.00 |

COLLECTION DAYS

GARBAGE
Thursday

RECYCLING
Wednesday

HORTICULTURE
Wednesday

ELEVATION INFORMATION

| STORM SURGE CATEGORY | FLOOD INSURANCE (FIRM FAQ) | | | | |
|----------------------|----------------------------|-----------|-------|---------|------|
| | RATE CODE | COMMUNITY | PANEL | VERSION | DATE |
| Category 4/5 | C | 125124 | 0125 | B | |

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APPRAISAL DETAILS

TRIM (*proposed* tax) Notices are available for the following tax years:

[[1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#)]

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LEE COUNTY PROPERTY APPRAISER

PROPERTY DATA FOR PARCEL 02-43-26-00-00001.0000
TAX YEAR 2006 PRELIMINARY

Parcel data is available for the following tax years:

[[2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#) | 2006 (Preliminary)][[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)| [Display Tax Bills on this Parcel](#) | **[NEW! Tax Estimator](#)**]OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2006 PRELIMINARY ROLL.**PROPERTY DETAILS****OWNER OF RECORD**BABCOCK PROPERTY
HOLDINGS LLC
9055 IBIS BLVD
WEST PALM BEACH FL 33412[[VIEWER](#)] TAX MAP [[PRINT](#)]**SITE ADDRESS**ACCESS UNDETERMINED
ALVA FL 33920**LEGAL DESCRIPTION**POR OF SEC 2
AS DESC IN INST 2006-297895[[PICTOMETRY](#)]**TAXING DISTRICT**

220 - ALVA FIRE/CO MOSQUITO

DOR CODE

64 - GRAZING LAND CLASS V

**PROPERTY VALUES (TAX
ROLL 2006)[[New!](#) [HISTORY](#)
[CHART](#)]****EXEMPTIONS****ATTRIBUTES**

| | | | | | |
|---------------------|-----------|---------------------|-----------|-------------------------|--------|
| JUST | 6,400,000 | HOMESTEAD | 0 | UNITS OF MEASURE | AC |
| ASSESSED | 60,400 | AGRICULTURAL | 6,339,600 | NUMBER OF UNITS | 640.00 |
| ASSESSED SOH | 60,400 | WIDOW | 0 | FRONTAGE | 0 |

| | | | | | |
|---------------|--------|------------|---|-------------------|----|
| TAXABLE | 60,400 | WIDOWER | 0 | DEPTH | 0 |
| BUILDING | 0 | DISABILITY | 0 | BEDROOMS | |
| LAND | 60,400 | WHOLLY | 0 | BATHROOMS | |
| BUILDING | 0 | SOH | 0 | TOTAL BUILDING | |
| FEATURES | 0 | DIFFERENCE | 0 | SQFT | |
| LAND FEATURES | 0 | | | YEAR IMPROVED | 0 |
| | | | | HISTORIC DISTRICT | No |

SALES/TRANSACTIONS

| SALE PRICE | DATE | OR NUMBER | TYPE | TRANSACTION DETAILS DESCRIPTION | VACANT / IMPROVED |
|------------|-----------|----------------------|------|--|----------------------|
| 100 | 7/27/2006 | <u>2006000297895</u> | 04 | Disqualified (Multiple STRAP # - 01,03,07) There are 7 additional parcel(s) with this document (may have been split after the transaction date)... <u>01-43-26-00-00001.0000,</u> <u>03-43-26-00-00001.0000,</u> <u>04-43-26-00-00001.0000,</u> <u>05-43-26-00-00001.0000,</u> <u>06-43-26-00-00001.0000,</u> <u>07-43-26-00-00001.0000,</u> <u>09-43-26-00-00001.0000</u> | V |

PARCEL NUMBERING HISTORY

| PRIOR STRAP | CREATION DATE - UNAVAILABLE RENUMBER REASON | RENUMBER DATE |
|------------------------|--|-------------------------|
| 01-43-26-00-00001.0000 | Split and Combine - No Delete Occurs | Friday, August 04, 2006 |

SOLID WASTE (GARBAGE) ROLL DATA

| SOLID WASTE DISTRICT | ROLL TYPE | CATEGORY | UNIT/AREA | TAX AMOUNT |
|----------------------|-----------|----------|-----------|------------|
| 004 - Service Area 4 | - | | 0 | 0.00 |

| GARBAGE | RECYCLING | HORTICULTURE |
|----------|-----------|--------------|
| Thursday | Wednesday | Wednesday |

ELEVATION INFORMATION

| STORM SURGE CATEGORY | FLOOD INSURANCE (<u>FIRM FAQ</u>) | | | | |
|----------------------|-------------------------------------|-----------|-------|---------|------|
| | RATE CODE | COMMUNITY | PANEL | VERSION | DATE |
| Category 4/5 | C | 125124 | 0125 | B | |

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APPRAISAL DETAILS

TRIM (*proposed* tax) Notices are available for the following tax years:

[[1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#)]

[[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)]

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LEE COUNTY PROPERTY APPRAISER

PROPERTY DATA FOR PARCEL 07-43-26-00-00001.0000
TAX YEAR 2006 PRELIMINARY

Parcel data is available for the following tax years:

[[2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#) | 2006 (Preliminary)]

[[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)

| [Display Tax Bills on this Parcel](#) | **[NEW! Tax Estimator](#)**]

OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2006 PRELIMINARY ROLL.

PROPERTY DETAILS

OWNER OF RECORD

BABCOCK PROPERTY
HOLDINGS LLC
9055 IBIS BLVD
WEST PALM BEACH FL 33412

[[VIEWER](#)] TAX MAP [[PRINT](#)]



SITE ADDRESS

19100 SR 31
NORTH FORT MYERS FL 33917

LEGAL DESCRIPTION

ALL SEC LESS W 50 FT RD

[[PICTOMETRY](#)]

TAXING DISTRICT

202 - BAYSHORE FIRE/CO MOSQUITO

DOR CODE

64 - GRAZING LAND CLASS V

PROPERTY VALUES (TAX ROLL 2006)[[NEW!](#) [HISTORY](#) [CHART](#)]

EXEMPTIONS

ATTRIBUTES

| | | | | |
|--------------|-----------|--------------|--------------------|------------------------|
| JUST | 6,320,000 | HOMESTEAD | 0 UNITS OF MEASURE | AC |
| ASSESSED | 111,370 | AGRICULTURAL | 6,208,630 | NUMBER OF UNITS 632.00 |
| ASSESSED SOH | 111,370 | WIDOW | 0 FRONTAGE | 0 |

| | | | | | |
|---------------|---------|------------|---|-------------------|----|
| TAXABLE | 111,370 | WIDOWER | 0 | DEPTH | 0 |
| BUILDING | 0 | DISABILITY | 0 | BEDROOMS | |
| LAND | 111,370 | WHOLLY | 0 | BATHROOMS | |
| BUILDING | 0 | SOH | 0 | TOTAL BUILDING | |
| FEATURES | 0 | DIFFERENCE | 0 | SqFT | |
| LAND FEATURES | 0 | | | YEAR IMPROVED | 0 |
| | | | | HISTORIC DISTRICT | No |

SALES/TRANSACTIONS

| SALE PRICE | DATE | OR NUMBER | TYPE | TRANSACTION DETAILS DESCRIPTION | VACANT / IMPROVED |
|------------|-----------|----------------------|------|--|----------------------|
| 100 | 7/27/2006 | <u>2006000297895</u> | 04 | Disqualified (Multiple STRAP # - 01,03,07) There are 7 additional parcel(s) with this document (may have been split after the transaction date)... <u>01-43-26-00-00001.0000,</u> <u>02-43-26-00-00001.0000,</u> <u>03-43-26-00-00001.0000,</u> <u>04-43-26-00-00001.0000,</u> <u>05-43-26-00-00001.0000,</u> <u>06-43-26-00-00001.0000,</u> <u>09-43-26-00-00001.0000</u> | V |

SOLID WASTE (GARBAGE) ROLL DATA

| SOLID WASTE DISTRICT | ROLL TYPE | CATEGORY | UNIT/AREA | TAX AMOUNT |
|----------------------|-----------|----------|-----------|------------|
| 004 - Service Area 4 | - | | 0 | 0.00 |

| COLLECTION DAYS | | |
|-----------------|-----------|--------------|
| GARBAGE | RECYCLING | HORTICULTURE |
| Thursday | Wednesday | Wednesday |

ELEVATION INFORMATION

| STORM SURGE CATEGORY | FLOOD INSURANCE (FIRM FAQ) | | | | |
|----------------------|----------------------------|-----------|-------|---------|--------|
| | RATE CODE | COMMUNITY | PANEL | VERSION | DATE |
| Category 4/5 | X | 125124 | 0225 | C | 031594 |

[[Show](#)]

APPRAISAL DETAILS

TRIM (*proposed* tax) Notices are available for the following tax years:

[[1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#)]

[[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)]

[[New Query](#) | [New Browse](#) | [Parcel Queries Page](#) | [Lee PA Home](#)]

This site is best viewed with [Microsoft Internet Explorer 5.5+](#) or [Netscape Navigator 6.0+](#).
Page was last modified on Monday, July 10, 2006 2:22:01 PM.

LEE COUNTY PROPERTY APPRAISER

PROPERTY DATA FOR PARCEL 09-43-26-00-00001.0000
TAX YEAR 2006 PRELIMINARY

Parcel data is available for the following tax years:

[[2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#) | [2006 \(Preliminary\)](#)]

[[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)

| [Display Tax Bills on this Parcel](#) | **[NEW! Tax Estimator](#)**]

OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2006 PRELIMINARY ROLL.

PROPERTY DETAILS

OWNER OF RECORD

BABCOCK PROPERTY
HOLDINGS LLC
9055 IBIS BLVD
WEST PALM BEACH FL 33412

SITE ADDRESS

14251 N RIVER RD
ALVA FL 33920

LEGAL DESCRIPTION

SEC W OF RD DESC IN DB
279/168.

[[VIEWER](#)] TAX MAP [[PRINT](#)]



[[PICTOMETRY](#)]

TAXING DISTRICT

202 - BAYSHORE FIRE/CO MOSQUITO

DOR CODE

64 - GRAZING LAND CLASS V

PROPERTY VALUES (TAX ROLL 2006)[[NEW!](#) [HISTORY](#) [CHART](#)]

EXEMPTIONS

ATTRIBUTES

| | | | | | |
|--------------|-----------|--------------|-----------|------------------|--------|
| JUST | 4,075,170 | HOMESTEAD | 0 | UNITS OF MEASURE | AC |
| ASSESSED | 24,870 | AGRICULTURAL | 4,050,300 | NUMBER OF UNITS | 327.00 |
| ASSESSED SOH | 24,870 | WIDOW | 0 | FRONTAGE | 0 |

| | | | | | |
|---------------|--------|------------|---|-------------------|----|
| TAXABLE | 24,870 | WIDOWER | 0 | DEPTH | 0 |
| BUILDING | 0 | DISABILITY | 0 | BEDROOMS | |
| LAND | 24,870 | WHOLLY | 0 | BATHROOMS | |
| BUILDING | 0 | SOH | 0 | TOTAL BUILDING | |
| FEATURES | 0 | DIFFERENCE | | SqFt | |
| LAND FEATURES | 0 | | | YEAR IMPROVED | 0 |
| | | | | HISTORIC DISTRICT | No |

SALES/TRANSACTIONS

| SALE PRICE | DATE | OR NUMBER | TYPE | TRANSACTION DETAILS DESCRIPTION | VACANT / IMPROVED |
|------------|-----------|----------------------|------|--|----------------------|
| 100 | 7/27/2006 | <u>2006000297895</u> | 04 | Disqualified (Multiple STRAP # - 01,03,07) There are 7 additional parcel(s) with this document (may have been split after the transaction date)... <u>01-43-26-00-00001.0000,</u> <u>02-43-26-00-00001.0000,</u> <u>03-43-26-00-00001.0000,</u> <u>04-43-26-00-00001.0000,</u> <u>05-43-26-00-00001.0000,</u> <u>06-43-26-00-00001.0000,</u> <u>07-43-26-00-00001.0000</u> | V |

SOLID WASTE (GARBAGE) ROLL DATA

| SOLID WASTE DISTRICT | ROLL TYPE | CATEGORY | UNIT/AREA | TAX AMOUNT |
|----------------------|-----------|----------|-----------|------------|
| 004 - Service Area 4 | - | | 0 | 0.00 |

| COLLECTION DAYS | | |
|-----------------|-----------|--------------|
| GARBAGE | RECYCLING | HORTICULTURE |
| Thursday | Wednesday | Wednesday |

ELEVATION INFORMATION

| STORM SURGE CATEGORY | FLOOD INSURANCE (FIRM FAQ) | | | | |
|----------------------|----------------------------|-----------|-------|---------|--------|
| | RATE CODE | COMMUNITY | PANEL | VERSION | DATE |
| Category 3 | C | 125124 | 0250 | B | 091984 |

[[Show](#)]

APPRAISAL DETAILS

TRIM (*proposed* tax) Notices are available for the following tax years:

[[1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#)]

[[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)]

[[New Query](#) | [New Browse](#) | [Parcel Queries Page](#) | [Lee PA Home](#)]

This site is best viewed with [Microsoft Internet Explorer 5.5+](#) or [Netscape Navigator 6.0+](#).
Page was last modified on Monday, July 10, 2006 2:22:01 PM.

Babcock Mixed-Use District

II.1.a.5) Property Appraiser's Spatial District Query
Reports

Spatial District Query Report

STRAP Number: 06-43-26-00-00001.0000

| District Name | District Value | | Pct of Parcel in District (if fractional) | Notes |
|---------------------------------|------------------------|---|---|-------|
| Airspace Notification | | | NOT FOUND | |
| Census Tract | Tract ID | 301 | 99.95% | |
| Coastal Building Zone | | | NOT FOUND | |
| Coastal High Hazard Area | | | NOT FOUND | |
| Fire District | Fire District | Bayshore | | |
| | Taxing Authority | 006 | | |
| Flood Insurance Zone | Flood Zone | X | 76.86% | |
| | Flood Zone | C | 23.14% | |
| FIRM Floodway | | | NOT FOUND | |
| Flood Insurance Panel | Community | 125124 | 76.86% | |
| | Panel | 0100 | | |
| | Version | D | | |
| | Date | 031594 | | |
| | Community | 125124 | 23.14% | |
| | Panel | 0125 | | |
| | Version | B | | |
| | Date | | | |
| DNR Flood Zones | | | NOT FOUND | |
| Flood Insurance Coastal Barrier | | | NOT FOUND | |
| Lighting District | | | NOT FOUND | |
| Planning Community | ID | 1 | 99.93% | |
| | Plan Community | Alva | | |
| Planning Land Use 2010 | Landuse | Density Reduction / Groundwater Resource | 93.82% | |
| | Landuse | Wetlands | 6.1% | |
| Sanibel/County Agreement | | | NOT FOUND | |
| School Board District | District | 5 | 99.95% | |
| | School Board Member | Elinor Scricca, Ph.D. | | |
| School Choice Zone | Choice Zones | East Zone | 97.8% | |
| | Choice Zones | East Zone 2 | 97.8% | |
| Solid Waste District | District Area | Area 4 | 99.57% | |
| Storm Surge | Category | 4/5 | 99.56% | |
| Subdivisions | | | NOT FOUND | |
| Traffic Analysis Zone | | | | |
| Archaeological Sensitivity | Sensitivity Level | 2 | 36.73% | |
| Sea Turtle Lighting Zone | | | NOT FOUND | |
| Watersheds | Shed ID | Trout Creek | 99.95% | |
| | Shed ID | Owl Creek | 0.05% | 1 |
| FLUCCS1995 | Code | 411 | 42.37% | |

| | | | | |
|------|------------|------------------------------------|--------|------------|
| Soil | Landuse | Pine flatwoods | | |
| | Code | 330 | 32.04% | |
| | Landuse | Mixed Rangeland | | |
| | Code | 211 | 19.55% | |
| | Landuse | Improved pastures | | |
| | Code | 643 | 4.68% | <u>1</u> |
| | Landuse | Wet prairies | | |
| | Code | 310 | 0.81% | <u>1</u> |
| | Landuse | Herbaceous | | |
| | Code | 329 | 0.55% | <u>1</u> |
| | Landuse | Other shrubs and brush | | |
| | Map Symbol | 34 | 21.71% | <u>2</u> |
| | Soil Name | MALABAR FINE SAND | | |
| | Map Symbol | 28 | 18.46% | |
| | Soil Name | IMMOKALEE SAND | | |
| | Map Symbol | 33 | 16.13% | |
| | Soil Name | OLDSMAR SAND | | |
| | Map Symbol | 12 | 8.23% | <u>2</u> |
| | Soil Name | FELDA FINE SAND | | |
| | Map Symbol | 63 | 5.43% | <u>1</u> |
| | Soil Name | MALABAR FINE SAND, HIGH | | |
| | Map Symbol | 26 | 5.12% | <u>1 2</u> |
| | Soil Name | PINEDA FINE SAND | | |
| | Map Symbol | 44 | 4.77% | <u>1 2</u> |
| | Soil Name | MALABAR FINE SAND, DEPRESSIONAL | | |
| | Map Symbol | 73 | 3.99% | <u>1 2</u> |
| | Soil Name | PINEDA FINE SAND, DEPRESSIONAL | | |
| | Map Symbol | 10 | 3.54% | <u>1 2</u> |
| | Soil Name | POMPANO FINE SAND | | |
| | Map Symbol | 6 | 3.05% | <u>1</u> |
| | Soil Name | HALLANDALE FINE SAND | | |
| | Map Symbol | 49 | 3% | <u>1 2</u> |
| | Soil Name | FELDA FINE SAND, DEPRESSIONAL | | |
| | Map Symbol | 14 | 2.08% | <u>1 2</u> |
| | Soil Name | VALKARIA FINE SAND | | |
| | Map Symbol | 9 | 1.76% | <u>1</u> |
| | Soil Name | EAUGALLIE SAND | | |
| | Map Symbol | 42 | 0.97% | <u>1</u> |
| | Soil Name | WABASSO SAND, LIMESTONE SUBSTRATUM | | |

| | | | | |
|-------------------------------------|-----------------------|--|--------|-------------------|
| | Map Symbol | 41 | 0.52% | <u>1</u> <u>2</u> |
| | Soil Name | VALKARIA FINE SAND, DEPRESSIONAL | | |
| Commissioner District | District | 5 | 99.95% | |
| | Commissioner | John Albion | | |
| Unincorporated Lee County Zoning | Zoning Designation | AG-2 | | |
| Development Orders | | NOT FOUND | | |
| Road Impact Fee Districts | District | 52 | 99.96% | |
| | Tidemark ID | 52 | | |
| | Name | NORTH | | |
| Water Franchise | | NOT FOUND | | |
| Wastewater Franchise | | NOT FOUND | | |
| Res. Garbage Collection Day | Hauling Day | Thursday | | |
| Res. Recycling Collection Day | Hauling Day | Wednesday | | |
| Res. Horticulture Collection Day | Hauling Day | Wednesday | | |

[[Modify Report Settings](#)]

| Note | Details |
|------|--|
| 1 | Small percentages can result from slight variations in the way lines are drawn or imported into our system. Such values may not accurately reflect an overlap with the subject parcel. |
| 2 | Contact DEP (239) 332-6975 for wetland determination |

Our goal is to provide the most accurate data available, however no warranties, expressed or implied, are provided with this data, its use, or interpretation.
All information subject to change without notice.

Spatial District Query Report

STRAP Number: 05-43-26-00-00001.0000

| District Name | District Value | | Pct of Parcel in District (if fractional) | Notes |
|---------------------------------|---------------------------------------|---|---|-------|
| Airspace Notification | | | NOT FOUND | |
| Census Tract | Tract ID | 301 | 99.82% | |
| Coastal Building Zone | | | NOT FOUND | |
| Coastal High Hazard Area | | | NOT FOUND | |
| Fire District | Fire District Taxing Authority | Bayshore 006 | | |
| Flood Insurance Zone | Flood Zone | C | | |
| FIRM Floodway | | | NOT FOUND | |
| Flood Insurance Panel | Community Panel Version Date | 125124 0125 B | | |
| DNR Flood Zones | | | NOT FOUND | |
| Flood Insurance Coastal Barrier | | | NOT FOUND | |
| Lighting District | | | NOT FOUND | |
| Planning Community | ID Plan Community | 1 Alva | 99.95% | |
| Planning Land Use 2010 | Landuse | Density Reduction / Groundwater Resource | 98.23% | |
| | Landuse | Wetlands | 1.72% | 1 |
| Sanibel/County Agreement | | | NOT FOUND | |
| School Board District | District School Board Member | 5 Ellnor Scricca, Ph.D. | 99.82% | |
| School Choice Zone | Choice Zones | East Zone | 97.73% | |
| | Choice Zones | East Zone 2 | 97.73% | |
| Solid Waste District | District Area | Area 4 | 99.37% | |
| Storm Surge | Category | 4/5 | 97.01% | |
| | Category | 3 | 2.35% | 1 |
| Subdivisions | | | NOT FOUND | |
| Traffic Analysis Zone | | | | |
| Archaeological Sensitivity | Sensitivity Level | 2 | 1.92% | 1 |
| Sea Turtle Lighting Zone | | | NOT FOUND | |
| Watersheds | Shed ID | Trout Creek | | |
| FLUCCS1995 | Code Landuse | 211 Improved pastures | 37.82% | |
| | Code Landuse | 411 Pine flatwoods | 32.6% | |
| | Code | 330 | 25.34% | |

| | | | | |
|-------------------------------------|-----------------------|--|-------------------------------------|------------|
| | Landuse | Mixed Rangeland | | |
| | Code | 6172 | 1.16% | <u>1</u> |
| | Landuse | Mixed wetland hardwoods - mixed shrubs | | |
| | Code | 643 | 1.13% | <u>1</u> |
| | Landuse | Wet prairies | | |
| | Code | 642 | 1.1% | <u>1</u> |
| | Landuse | Saltwater marshes | | |
| | Code | 641 | 0.85% | <u>1</u> |
| | Landuse | Freshwater marshes | | |
| | Soil | Map Symbol | 63 | 43.88% |
| | | Soil Name | MALABAR FINE SAND, HIGH | |
| | | Map Symbol | 28 | 17.59% |
| | | Soil Name | IMMOKALEE SAND | |
| | | Map Symbol | 33 | 12.01% |
| | | Soil Name | OLDSMAR SAND | |
| | | Map Symbol | 26 | 9.61% |
| | | Soil Name | PINEDA FINE SAND | <u>2</u> |
| | | Map Symbol | 14 | 8.37% |
| | | Soil Name | VALKARIA FINE SAND | <u>2</u> |
| | | Map Symbol | 49 | 2.69% |
| | | Soil Name | FELDA FINE SAND, DEPRESSIONAL | <u>1 2</u> |
| | | Map Symbol | 6 | 2.42% |
| | | Soil Name | HALLANDALE FINE SAND | <u>1</u> |
| | | Map Symbol | 51 | 1.94% |
| | | Soil Name | FLORIDANA SAND, DEPRESSIONAL | <u>1 2</u> |
| | | Map Symbol | 13 | 0.28% |
| | | Soil Name | BOCA FINE SAND | <u>1</u> |
| | | Map Symbol | 34 | 0.1% |
| | | Soil Name | MALABAR FINE SAND | <u>1 2</u> |
| Commissioner District | District | 5 | 99.82% | |
| | Commissioner | John Albion | | |
| Unincorporated Lee County Zoning | Zoning Designation | AG-2 | | |
| Development Orders | | | NOT FOUND | |
| Road Impact Fee Districts | District | 52 | 99.95% | |
| | Tidemark ID | 52 | | |
| | Name | NORTH | | |
| Water Franchise | | | NOT FOUND | |
| Wastewater Franchise | | | NOT FOUND | |
| Res. Garbage Collection Day | Hauling Day | Thursday | | |
| Res. Recycling Collection Day | Hauling Day | Wednesday | | |
| Res. Horticulture Collection Day | Hauling Day | Wednesday | | |

[\[Modify Report Settings \]](#)

| Note | Details |
|------|--|
| 1 | Small percentages can result from slight variations in the way lines are drawn or imported into our system. Such values may not accurately reflect an overlap with the subject parcel. |
| 2 | Contact DEP (239) 332-6975 for wetland determination |

Our goal is to provide the most accurate data available, however no warranties, expressed or implied, are provided with this data, its use, or interpretation.
All information subject to change without notice.

Spatial District Query Report

STRAP Number: 04-43-26-00-00001.0000

| District Name | District Value | Pct of Parcel in District (if fractional) | Notes |
|---------------------------------|------------------------|---|--------|
| Airspace Notification | | NOT FOUND | |
| Census Tract | Tract ID | 301 | 99.98% |
| Coastal Building Zone | | NOT FOUND | |
| Coastal High Hazard Area | | NOT FOUND | |
| Fire District | Fire District | Bayshore | |
| | Taxing Authority | 006 | |
| Flood Insurance Zone | Flood Zone | C | |
| FIRM Floodway | | NOT FOUND | |
| Flood Insurance Panel | Community | 125124 | |
| | Panel | 0125 | |
| | Version | B | |
| | Date | | |
| DNR Flood Zones | | NOT FOUND | |
| Flood Insurance Coastal Barrier | | NOT FOUND | |
| Lighting District | | NOT FOUND | |
| Planning Community | ID | 1 | 99.94% |
| | Plan Community | Alva | |
| Planning Land Use 2010 | Landuse | Density Reduction / Groundwater Resource | 99.94% |
| Sanibel/County Agreement | | NOT FOUND | |
| School Board District | District | 5 | 99.98% |
| | School Board Member | Elinor Scricca, Ph.D. | |
| School Choice Zone | Choice Zones | East Zone | 97.45% |
| | Choice Zones | East Zone 2 | 97.45% |
| Solid Waste District | District Area | Area 4 | 99.61% |
| Storm Surge | Category | 4/5 | 92.82% |
| | Category | 3 | 6.79% |
| Subdivisions | | NOT FOUND | |
| Traffic Analysis Zone | | 99.97% | |
| Archaeological Sensitivity | Sensitivity Level | 2 | 19.51% |
| Sea Turtle Lighting Zone | | NOT FOUND | |
| Watersheds | Shed ID | Trout Creek | |
| FLUCCS1995 | Code | 411 | 65.82% |
| | Landuse | Pine flatwoods | |
| | Code | 330 | 20.63% |
| | Landuse | Mixed Rangeland | |
| | Code | 321 | 8.07% |
| | Landuse | Palmetto prairies | |
| | Code | 641 | 1.64% |
| | | | 1 |

| | | | | |
|----------------------------------|----------------------------------|--|-------------|------------|
| Soil | Landuse | Freshwater marshes | | |
| | Code | 6439 | 1.29% | <u>1</u> |
| | Landuse | Wet prairies - with pine | | |
| | Code | 6172 | 1.23% | <u>1</u> |
| | Landuse | Mixed wetland hardwoods - mixed shrubs | | |
| | Code | 643 | 0.7% | <u>1</u> |
| | Landuse | Wet prairies | | |
| | Code | 6412 | 0.62% | <u>1</u> |
| | Landuse | Freshwater marshes - cattail | | |
| | Map Symbol | 63 | 52.2% | |
| Soil | Soil Name | MALABAR FINE SAND, HIGH | | |
| | Map Symbol | 33 | 21.24% | |
| | Soil Name | OLDSMAR SAND | | |
| | Map Symbol | 26 | 16.67% | <u>2</u> |
| | Soil Name | PINEDA FINE SAND | | |
| | Map Symbol | 49 | 5.67% | <u>1 2</u> |
| | Soil Name | FELDA FINE SAND, DEPRESSIONAL | | |
| | Map Symbol | 35 | 1.19% | <u>1</u> |
| | Soil Name | WABASSO SAND | | |
| | Map Symbol | 6 | 1% | <u>1</u> |
| Soil | Soil Name | HALLANDALE FINE SAND | | |
| | Map Symbol | 73 | 0.69% | <u>1 2</u> |
| | Soil Name | PINEDA FINE SAND, DEPRESSIONAL | | |
| | Map Symbol | 14 | 0.08% | <u>1 2</u> |
| | Soil Name | VALKARIA FINE SAND | | |
| | Map Symbol | 13 | 0.06% | <u>1</u> |
| | Soil Name | BOCA FINE SAND | | |
| | Commissioner District | District Commissioner | 5 | 99.98% |
| | | | John Albion | |
| | Unincorporated Lee County Zoning | Zoning Designation | AG-2 | |
| Development Orders | | | | |
| NOT FOUND | | | | |
| Road Impact Fee Districts | District | 52 | 99.94% | |
| | Tidemark ID | 52 | | |
| | Name | NORTH | | |
| Water Franchise | | | | |
| NOT FOUND | | | | |
| Wastewater Franchise | | | | |
| NOT FOUND | | | | |
| Res. Garbage Collection Day | Hauling Day | Thursday | | |
| Res. Recycling Collection Day | Hauling Day | Wednesday | | |
| Res. Horticulture Collection Day | Hauling Day | Wednesday | | |

[[Modify Report Settings](#)]

| Note | Details |
|------|--|
| 1 | Small percentages can result from slight variations in the way lines are drawn or imported into our system. Such values may not accurately reflect an overlap with the subject parcel. |
| 2 | Contact DEP (239) 332-6975 for wetland determination |

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All information subject to change without notice.

Spatial District Query Report

STRAP Number: 03-43-26-00-00001.0000

| District Name | District Value | Pct of Parcel in District (if fractional) | Notes |
|---------------------------------|---------------------------------------|---|------------|
| Airspace Notification | | NOT FOUND | |
| Census Tract | Tract ID | 301 | |
| Coastal Building Zone | | NOT FOUND | |
| Coastal High Hazard Area | | NOT FOUND | |
| Fire District | Fire District Taxing Authority | Alva 004 | 99.71% |
| Flood Insurance Zone | Flood Zone | C | |
| FIRM Floodway | | NOT FOUND | |
| Flood Insurance Panel | Community Panel Version Date | 125124 0125 B | |
| DNR Flood Zones | | NOT FOUND | |
| Flood Insurance Coastal Barrier | | NOT FOUND | |
| Lighting District | | NOT FOUND | |
| Planning Community | ID Plan Community | 1 Alva | 99.99% |
| Planning Land Use 2010 | Landuse | Density Reduction / Groundwater Resource | 90.46% |
| | Landuse | Wetlands | 9.54% |
| Sanibel/County Agreement | | NOT FOUND | |
| School Board District | District School Board Member | 5 Elinor Scricca, Ph.D. | |
| School Choice Zone | Choice Zones | East Zone | 97.63% |
| | Choice Zones | East Zone 2 | 97.63% |
| Solid Waste District | District Area | Area 4 | 99.84% |
| Storm Surge | Category | 4/5 | 98.52% |
| | Category | 3 | 1.33% 1 |
| Subdivisions | | NOT FOUND | |
| Traffic Analysis Zone | | | |
| Archaeological Sensitivity | Sensitivity Level | 2 | 44.55% |
| Sea Turtle Lighting Zone | | NOT FOUND | |
| Watersheds | Shed ID | Trout Creek | |
| FLUCCS1995 | Code | 330 | 26.82% |
| | Landuse | Mixed Rangeland | |
| | Code | 443 | 21.74% |
| | Landuse | Forest regeneration areas | |
| | Code | 643 | 11.47% |

| | | | | |
|------|------------|--|--------|-----------|
| Soil | Landuse | Wet prairies | | |
| | Code | 641 | 10.55% | |
| | Landuse | Freshwater marshes | | |
| | Code | 411 | 9.81% | |
| | Landuse | Pine flatwoods | | |
| | Code | 6172 | 8.32% | |
| | Landuse | Mixed wetland hardwoods - mixed shrubs | | |
| | Code | 211 | 4.36% | <u>1</u> |
| | Landuse | Improved pastures | | |
| | Code | 6439 | 3.01% | <u>1</u> |
| | Landuse | Wet prairies - with pine | | |
| | Code | 642 | 2.57% | <u>1</u> |
| | Landuse | Saltwater marshes | | |
| | Code | 310 | 0.93% | <u>1</u> |
| | Landuse | Herbaceous | | |
| | Code | 321 | 0.42% | <u>1</u> |
| | Landuse | Palmetto prairies | | |
| | Map Symbol | 33 | 36.62% | |
| | Soil Name | OLDSMAR SAND | | |
| | Map Symbol | 34 | 12.03% | <u>2</u> |
| | Soil Name | MALABAR FINE SAND | | |
| | Map Symbol | 35 | 11.95% | |
| | Soil Name | WABASSO SAND | | |
| | Map Symbol | 26 | 8.42% | <u>2</u> |
| | Soil Name | PINEDA FINE SAND | | |
| | Map Symbol | 49 | 8.03% | <u>2</u> |
| | Soil Name | FELDA FINE SAND, DEPRESSIONAL | | |
| | Map Symbol | 63 | 7.31% | |
| | Soil Name | MALABAR FINE SAND, HIGH | | |
| | Map Symbol | 12 | 6.11% | <u>2</u> |
| | Soil Name | FELDA FINE SAND | | |
| | Map Symbol | 42 | 4.89% | <u>1</u> |
| | Soil Name | WABASSO SAND, LIMESTONE SUBSTRATUM | | |
| | Map Symbol | 14 | 1.3% | <u>12</u> |
| | Soil Name | VALKARIA FINE SAND | | |
| | Map Symbol | 10 | 0.96% | <u>12</u> |
| | Soil Name | POMPANO FINE SAND | | |
| | Map Symbol | 6 | 0.57% | <u>1</u> |
| | Soil Name | HALLANDALE FINE SAND | | |
| | Map Symbol | 73 | 0.36% | <u>12</u> |

| | | | |
|-------------------------------------|--------------------------------------|-------------|------------|
| Soil Name | PINEDA FINE SAND, DEPRESSIONAL | | |
| Map Symbol | 28 | 0.32% | <u>1</u> |
| Soil Name | IMMOKALEE SAND | | |
| Map Symbol | 51 | 0.3% | <u>1 2</u> |
| Soil Name | FLORIDANA SAND, DEPRESSIONAL | | |
| Commissioner District | District | 5 | |
| | Commissioner | John Albion | |
| Unincorporated Lee County Zoning | Zoning Designation | AG-2 | 99.71% |
| Development Orders | NOT FOUND | | |
| Road Impact Fee Districts | District | 52 | 99.99% |
| | Tidemark ID | 52 | |
| | Name | NORTH | |
| Water Franchise | NOT FOUND | | |
| Wastewater Franchise | NOT FOUND | | |
| Res. Garbage Collection Day | Hauling Day | Thursday | |
| Res. Recycling Collection Day | Hauling Day | Wednesday | |
| Res. Horticulture Collection Day | Hauling Day | Wednesday | |

[[Modify Report Settings](#)]

| Note | Details |
|------|--|
| 1 | Small percentages can result from slight variations in the way lines are drawn or imported into our system. Such values may not accurately reflect an overlap with the subject parcel. |
| 2 | Contact DEP (239) 332-6975 for wetland determination |

Our goal is to provide the most accurate data available, however no warranties, expressed or implied, are provided with this data, its use, or interpretation.
All information subject to change without notice.

Spatial District Query Report

STRAP Number: 07-43-26-00-00001.0000

| District Name | District Value | | Pct of Parcel in District (if fractional) | Notes |
|---------------------------------|------------------------|---|---|-------|
| Airspace Notification | | | NOT FOUND | |
| Census Tract | Tract ID | 301 | | |
| Coastal Building Zone | | | NOT FOUND | |
| Coastal High Hazard Area | | | NOT FOUND | |
| Fire District | Fire District | Bayshore | | |
| | Taxing Authority | 006 | | |
| Flood Insurance Zone | Flood Zone | X | 68% | |
| | Flood Zone | C | 22.18% | |
| | Flood Zone | AE-EL13 | 6.27% | |
| | Flood Zone | AE-EL18 | 1.84% | 1 |
| | Flood Zone | AE-EL17 | 1.27% | 1 |
| | Flood Zone | AE-EL9 | 0.26% | 1 |
| | Flood Zone | AE-EL20 | 0.14% | 1 |
| FIRM Floodway | | | NOT FOUND | |
| Flood Insurance Panel | Community | 125124 | 52.73% | |
| | Panel | 0225 | | |
| | Version | C | | |
| | Date | 031594 | | |
| | Community | 125124 | 25.1% | |
| | Panel | 0100 | | |
| | Version | D | | |
| | Date | 031594 | | |
| | Community | 125124 | 15.1% | |
| | Panel | 0250 | | |
| | Version | B | | |
| | Date | 091984 | | |
| | Community | 125124 | 7.07% | |
| | Panel | 0125 | | |
| | Version | B | | |
| | Date | | | |
| DNR Flood Zones | | | NOT FOUND | |
| Flood Insurance Coastal Barrier | | | NOT FOUND | |
| Lighting District | | | NOT FOUND | |
| Planning Community | ID | 1 | | |
| | Plan Community | Alva | | |
| Planning Land Use 2010 | Landuse | Density Reduction / Groundwater Resource | | |
| Sanibel/County Agreement | | | NOT FOUND | |
| School Board District | District | 5 | | |
| | School Board Member | Elinor Scricca, Ph.D. | | |
| School Choice Zone | Choice Zones | East Zone | | |

| | | | |
|----------------------------|---------------|--|-----------|
| | Choice Zones | East Zone 2 | |
| Solid Waste District | District Area | Area 4 | |
| Storm Surge | Category | 4/5 | 56.15% |
| | Category | 3 | 42.75% |
| | Category | 2 | 1.1% 1 |
| Subdivisions | | | NOT FOUND |
| Traffic Analysis Zone | | | |
| Archaeological Sensitivity | | | NOT FOUND |
| Sea Turtle Lighting Zone | | | NOT FOUND |
| Watersheds | Shed ID | Owl Creek | 75.08% |
| | Shed ID | Trout Creek | 24.92% |
| FLUCCS1995 | Code | 330 | 42.29% |
| | Landuse | Mixed Rangeland | |
| | Code | 411 | 41.98% |
| | Landuse | Pine flatwoods | |
| | Code | 6172 | 8.63% |
| | Landuse | Mixed wetland hardwoods - mixed shrubs | |
| | Code | 641 | 4.08% 1 |
| | Landuse | Freshwater marshes | |
| | Code | 191 | 1.21% 1 |
| | Landuse | Undeveloped land within urban areas | |
| | Code | 434 | 0.67% 1 |
| | Landuse | Hardwood conifer mixed | |
| | Code | 534 | 0.6% 1 |
| | Landuse | Reservoirs less than 10 acres | |
| | Code | 211 | 0.37% 1 |
| | Landuse | Improved pastures | |
| | Code | 617 | 0.1% 1 |
| | Landuse | Mixed wetland hardwoods | |
| | Code | 111 | 0.06% 1 |
| | Landuse | Fixed Single Family Units | |
| Soil | Map Symbol | 33 | 39.76% |
| | Soil Name | OLDSMAR SAND | |
| | Map Symbol | 63 | 27.13% |
| | Soil Name | MALABAR FINE SAND, HIGH | |
| | Map Symbol | 28 | 16.11% |
| | Soil Name | IMMOKALEE SAND | |
| | Map Symbol | 34 | 8.23% 2 |
| | Soil Name | MALABAR FINE SAND | |
| | Map Symbol | 45 | 2.16% 1 2 |
| | Soil Name | COPELAND SANDY LOAM, DEPRESSIONAL | |

| | | | |
|-------------------------------------|--|-------------|-------------------------|
| Map Symbol | 51 | 2% | <u>1</u> <u>2</u> |
| Soil Name | FLORIDANA SAND, DEPRESSIONAL | | |
| Map Symbol | 10 | 1.42% | <u>1</u> <u>2</u> |
| Soil Name | POMPANO FINE SAND | | |
| Map Symbol | 41 | 1.21% | <u>1</u> <u>2</u> |
| Soil Name | VALKARIA FINE SAND, DEPRESSIONAL | | |
| Map Symbol | 27 | 0.72% | <u>1</u> <u>2</u> |
| Soil Name | POMPANO FINE SAND, DEPRESSIONAL | | |
| Map Symbol | 6 | 0.69% | <u>1</u> |
| Soil Name | HALLANDALE FINE SAND | | |
| Map Symbol | 99 | 0.56% | <u>1</u> |
| Soil Name | WATER | | |
| Commissioner District | District | 5 | |
| | Commissioner | John Albion | |
| Unincorporated Lee County Zoning | Zoning Designation | AG-2 | <u>Zoning Notes</u> |
| Development Orders | | NOT FOUND | |
| Road Impact Fee Districts | District | 52 | |
| | Tidemark ID | 52 | |
| | Name | NORTH | |
| Water Franchise | | NOT FOUND | |
| Wastewater Franchise | | NOT FOUND | |
| Res. Garbage Collection Day | Hauling Day | Thursday | |
| Res. Recycling Collection Day | Hauling Day | Wednesday | |
| Res. Horticulture Collection Day | Hauling Day | Wednesday | |

[[Modify Report Settings](#)]

| Note | Details |
|------|--|
| 1 | Small percentages can result from slight variations in the way lines are drawn or imported into our system. Such values may not accurately reflect an overlap with the subject parcel. |
| 2 | Contact DEP (239) 332-6975 for wetland determination |

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All information subject to change without notice.

Spatial District Query Report

STRAP Number: 09-43-26-00-00001.0000

| District Name | District Value | Pct of Parcel in District (if fractional) | Notes |
|---------------------------------|--|---|-------|
| Airspace Notification | | NOT FOUND | |
| Census Tract | Tract ID 301 | | |
| Coastal Building Zone | | NOT FOUND | |
| Coastal High Hazard Area | | NOT FOUND | |
| Fire District | Fire District Bayshore Taxing Authority 006 | | |
| Flood Insurance Zone | Flood Zone C | 98.55% | |
| | Flood Zone B | 1.45% | 1 |
| FIRM Floodway | | NOT FOUND | |
| Flood Insurance Panel | Community 125124 Panel 0250 Version B Date 091984 | 69.99% | |
| | Community 125124 Panel 0125 Version B Date | 30.01% | |
| DNR Flood Zones | | NOT FOUND | |
| Flood Insurance Coastal Barrier | | NOT FOUND | |
| Lighting District | | NOT FOUND | |
| Planning Community | ID 1 Plan Community Alva | | |
| Planning Land Use 2010 | Landuse Density Reduction / Groundwater Resource | | |
| Sanibel/County Agreement | | NOT FOUND | |
| School Board District | District 5 School Board Elinor Scricca, Member Ph.D. | | |
| School Choice Zone | Choice Zones East Zone Choice Zones East Zone 2 | | |
| Solid Waste District | District Area Area 4 | | |
| Storm Surge | Category 3 | 80.14% | |
| | Category 2 | 19.86% | |
| Subdivisions | | NOT FOUND | |
| Traffic Analysis Zone | | | |
| Archaeological Sensitivity | Sensitivity Level 2 | 52.65% | |
| Sea Turtle Lighting Zone | | NOT FOUND | |
| Watersheds | Shed ID Trout Creek | | |
| FLUCCS1995 | Code 411 Landuse Pine flatwoods | 77.03% | |

| | | | | |
|------|------------|--|--------|------------|
| | Code | 617 | 12.68% | |
| | Landuse | Mixed wetland hardwoods | | |
| | Code | 643 | 4.08% | <u>1</u> |
| | Landuse | Wet prairies | | |
| | Code | 6172 | 3.3% | <u>1</u> |
| | Landuse | Mixed wetland hardwoods - mixed shrubs | | |
| | Code | 321 | 1.4% | <u>1</u> |
| | Landuse | Palmetto prairies | | |
| | Code | 534 | 0.72% | <u>1</u> |
| | Landuse | Reservoirs less than 10 acres | | |
| | Code | 641 | 0.52% | <u>1</u> |
| | Landuse | Freshwater marshes | | |
| | Code | 211 | 0.22% | <u>1</u> |
| | Landuse | Improved pastures | | |
| | Code | 221 | 0.02% | <u>1</u> |
| | Landuse | Citrus groves | | |
| Soil | Map Symbol | 55 | 20.74% | |
| | Soil Name | COCOA FINE SAND | | |
| | Map Symbol | 26 | 17.62% | <u>2</u> |
| | Soil Name | PINEDA FINE SAND | | |
| | Map Symbol | 63 | 16% | |
| | Soil Name | MALABAR FINE SAND, HIGH | | |
| | Map Symbol | 13 | 11.63% | |
| | Soil Name | BOCA FINE SAND | | |
| | Map Symbol | 33 | 10.46% | |
| | Soil Name | OLDSMAR SAND | | |
| | Map Symbol | 35 | 6.39% | |
| | Soil Name | WABASSO SAND | | |
| | Map Symbol | 45 | 5.73% | <u>1 2</u> |
| | Soil Name | COPELAND SANDY LOAM, DEPRESSIONAL | | |
| | Map Symbol | 12 | 4.93% | <u>1 2</u> |
| | Soil Name | FELDA FINE SAND | | |
| | Map Symbol | 49 | 3.85% | <u>1 2</u> |
| | Soil Name | FELDA FINE SAND, DEPRESSIONAL | | |
| | Map Symbol | 42 | 1.31% | <u>1</u> |
| | Soil Name | WABASSO SAND, LIMESTONE SUBSTRATUM | | |
| | Map Symbol | 39 | 0.67% | <u>1 2</u> |
| | Soil Name | ISLES FINE SAND, DEPRESSIONAL | | |

| | | | | |
|-------------------------------------|-----------------------|--------------------------------------|-----------|------------|
| | Map Symbol | 99 | 0.54% | <u>1</u> |
| | Soil Name | WATER | | |
| | Map Symbol | 73 | 0.13% | <u>1 2</u> |
| | Soil Name | PINEDA FINE SAND, DEPRESSIONAL | | |
| Commissioner District | District | 5 | | |
| | Commissioner | John Albion | | |
| Unincorporated Lee County Zoning | Zoning Designation | AG-2 | | |
| Development Orders | Development Order | DOS2004-00353 | 0.11% | <u>1</u> |
| | Status | | | |
| | Wet Season | | | |
| | Water Table | | | |
| Road Impact Fee Districts | District | 52 | | |
| | Tidemark ID | 52 | | |
| | Name | NORTH | | |
| Water Franchise | | | NOT FOUND | |
| Wastewater Franchise | | | NOT FOUND | |
| Res. Garbage Collection Day | Hauling Day | Thursday | | |
| Res. Recycling Collection Day | Hauling Day | Wednesday | | |
| Res. Horticulture Collection Day | Hauling Day | Wednesday | | |

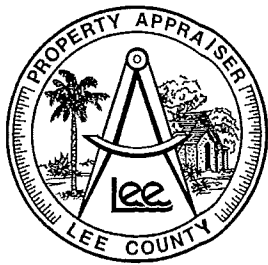
[[Modify Report Settings](#)]

| Note | Details |
|------|--|
| 1 | Small percentages can result from slight variations in the way lines are drawn or imported into our system. Such values may not accurately reflect an overlap with the subject parcel. |
| 2 | Contact DEP (239) 332-6975 for wetland determination |

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All information subject to change without notice.

Babcock Mixed-Use District

II.1.a.6) Surrounding Property Owners List



Lee County Property Appraiser

Kenneth M. Wilkinson, C.F.A.

GIS Department / Map Room

Phone: (239) 339-6159 • Fax: (239) 339-6139 • eMail: MapRoom@LeePA.org

VARIANCE REPORT

Date of Report: August 15, 2006
Buffer Distance: 500 ft
Parcels Affected: 52
Subject Parcel: 02-43-26-00-00001.0000, 03-43-26-00-00001.0000,
 04-43-26-00-00001.0000, 05-43-26-00-00001.0000,
 06-43-26-00-00001.0000, 07-43-26-00-00001.0000,
 09-43-26-00-00001.0000

| <u>OWNER NAME AND ADDRESS</u> | <u>STRAP AND LOCATION</u> | <u>LEGAL DESCRIPTION</u> | <u>Map Index</u> |
|--|---|--|------------------|
| BABCOCK PROPERTY HOLDINGS LLC 9055 IBIS BLVD WEST PALM BEACH FL 33412 | 02-43-26-00-00001.0000 ACCESS UNDETERMINED ALVA FL 33920 | POR OF SEC 2 AS DESC IN INST 2006-297895 | 1 |
| BABCOCK PROPERTY HOLDINGS LLC 9055 IBIS BLVD WEST PALM BEACH FL 33412 | 03-43-26-00-00001.0000 ACCESS UNDETERMINED ALVA FL 33920 | ALL SEC 3 | 2 |
| BABCOCK PROPERTY HOLDINGS LLC 9055 IBIS BLVD WEST PALM BEACH FL 33412 | 04-43-26-00-00001.0000 ACCESS UNDETERMINED ALVA FL 33920 | ALL SEC 4 | 3 |
| BABCOCK PROPERTY HOLDINGS LLC 9055 IBIS BLVD WEST PALM BEACH FL 33412 | 05-43-26-00-00001.0000 ACCESS UNDETERMINED ALVA FL 33920 | ALL SEC 5 | 4 |
| BABCOCK PROPERTY HOLDINGS LLC 9055 IBIS BLVD WEST PALM BEACH FL 33412 | 06-43-26-00-00001.0000 20500 SR 31 NORTH FORT MYERS FL 33903 | ALL SEC LESS W 350 FT FOR R/W DESC IN INST#2006-301710 | 5 |
| BABCOCK PROPERTY HOLDINGS LLC 9055 IBIS BLVD WEST PALM BEACH FL 33412 | 07-43-26-00-00001.0000 19100 SR 31 NORTH FORT MYERS FL 33917 | ALL SEC LESS W 350 FT R/W DESC IN INST#2006-301710 | 6 |
| BABCOCK PROPERTY HOLDINGS LLC 9055 IBIS BLVD WEST PALM BEACH FL 33412 | 09-43-26-00-00001.0000 14251 N RIVER RD ALVA FL 33920 | SEC W OF RD DESC IN DB 279/168. | 7 |
| STEIN HERMANN B 69B PUMPKIN CAY RD KEY LARGO FL 33037 | 01-43-25-00-00001.0000 20501 SR 31 NORTH FORT MYERS FL 33917 | SEC 1 LESS E 3/4 OF S 1/2 OF S 1/2 + LESS PARLS 1.100 THRU 1.300 + 2.0 | 8 |
| PRI-CAR 6601 BAYSHORE RD NORTH FORT MYERS FL 33917 | 01-43-25-00-00001.1000 20941 SR 31 NORTH FORT MYERS FL 33917 | N 1/2 OF NE 1/4 OF NE 1/4 LESS SR 81 + NW 1/4 OF NE 1/4 + GOVT LT 3 | 9 |
| PUCKETT LACY EUGENE + 20231 STATE RD 31 N FT MYERS FL 33917 | 01-43-25-00-00003.0030 20211 SR 31 NORTH FORT MYERS FL 33917 | THE N1/2 OF NE1/4 OF SE1/4 OF SE1/4 LES PAR 3.003A + ELY53FT+SUBJECT TO ESMENTS | 10 |
| PUCKETT L E + BARBARA C 20231 STATE ROAD 31 FORT MYERS FL 33917 | 01-43-25-00-00003.003A 20231 SR 31 NORTH FORT MYERS FL 33917 | PARL IN N 1/2 OF NE 1/4 OF SE 1/4 OF SE 1/4 DESC IN OR 1808 PG 3378 | 11 |
| POHLE ROBERT A + ALLYSON J 11940 FOX HILL RD NORTH FORT MYERS FL 33917 | 01-43-25-00-00003.0080 11940 FOX HILL RD NORTH FORT MYERS FL 33917 | THE N 1/2 OF SE 1/4 OF SE 1/4 OF SE 1/4 LESS ELY 53 FT | 12 |
| ZEVIN MIKI TR + PO BOX 101525 CAPE CORAL FL 33910 | 01-43-25-00-00003.0090 20031 SR 31 NORTH FORT MYERS FL 33917 | THE S 1/2 OF SE 1/4 OF SE 1/4 OF SE 1/4 LESS ELY 53 FT | 13 |

| <u>OWNER NAME AND ADDRESS</u> | <u>STRAP AND LOCATION</u> | <u>LEGAL DESCRIPTION</u> | <u>Map Index</u> |
|---|---|---|-------------------------|
| GARCIA OSMAR P 1118 CALVERT AVE LEHIGH ACRES FL 33971 | 01-43-25-00-00003.0100 11901 FOX HILL RD NORTH FORT MYERS FL 33917 | THE S 1/2 OF NE 1/4 OF SE 1/4 OF SE 1/4 LESS ELY 53 FT | 14 |
| GULF COAST GIRL SCOUT COUNCIL .780 CATTLEMAN RD SARASOTA FL 34233 | 12-43-25-00-00002.0000 19931 SR 31 NORTH FORT MYERS FL 33917 | N 1/2 OF NE 1/4 | 15 |
| MACKEEMAN WILLIAM 50% ETAL 546 37TH AVE N SAINT PETERSBURG FL 33704 | 12-43-25-00-00003.0020 19621 SR 31 NORTH FORT MYERS FL 33917 | N 1/2 OF S 1/2 OF SE 1/4 OF NE 1/4 | 16 |
| JOHNSON SHIRLEY RACHEL TR 11901 SHIRLEY LANE N FT MYERS FL 33917 | 12-43-25-00-00003.0030 11901 SHIRLEY LN NORTH FORT MYERS FL 33917 | S 1/2 OF S 1/2 OF SE 1/4 OF NE 1/4 | 17 |
| VATER ROBERT A + SYLVIA J 19671 SR 31 NORTH FORT MYERS FL 33917 | 12-43-25-00-00003.0040 19671 SR 31 NORTH FORT MYERS FL 33917 | N 165 FT OF E 653 FT OF S 1/2 OF N 1/2 OF SE 1/4 OF NE 1/4 | 18 |
| VATER ROBERT A + SYLVIA J 19671 SR 31 NORTH FORT MYERS FL 33917 | 12-43-25-00-00003.004A 19651 SR 31 NORTH FORT MYERS FL 33917 | S 1/2 OF N 1/2 OF SE 1/4 OF NE 1/4 LESS N 165 FT OF E 653 FT | 19 |
| HANLEY MICHAEL + 19381 SR 31 NORTH FORT MYERS FL 33917 | 12-43-25-00-00003.0050 19381 SR 31 NORTH FORT MYERS FL 33917 | THE S 1/2 OF N 1/2 OF NE 1/4 OF SE 1/4 | 20 |
| BURKETT JESSE O JR 19731 STATE ROAD 31 N FT MYERS FL 33917 | 12-43-25-00-00003.0150 19731 SR 31 NORTH FORT MYERS FL 33917 | N 1/2 OF N 1/2 OF SE 1/4 OF NE 1/4 | 21 |
| RICCI CONNIE R 19411 SR 31 NORTH FORT MYERS FL 33917 | 12-43-25-00-00003.0180 19411 SR 31 NORTH FORT MYERS FL 33917 | A PARL OF LAND IN N 1/2 OF N 1/2 OF NE 1/4 OF SE 1/4 AS DESC IN OR 0620 PG 0318 | 22 |
| MCCLANAHAN MICHAEL T 11950 SHIRLEY LN NORTH FORT MYERS FL 33917 | 12-43-25-00-00003.0200 11950 SHIRLEY LN NORTH FORT MYERS FL 33917 | FM SE COR SEC 12 N 2433FT W 206 TO POB TH W 191 N238 TO C/L SH LN E191 S238-POB | 23 |
| BMAQ LLC 500 S OCEAN BLVD #1007 BOCA RATON FL 33432 | 12-43-25-00-00003.0210 19451 SR 31 NORTH FORT MYERS FL 33917 | PARL IN NE 1/4 OF SE 1/4 AS DESC IN OR 1377 PG 2136 | 24 |
| SWEANY DENNIS L 11920 SHIRLEY LN FORT MYERS FL 33917 | 12-43-25-00-00003.0220 11920 SHIRLEY LN NORTH FORT MYERS FL 33917 | PARL IN SE 1/4 AS DESC IN OR 1353 PG 1688 | 25 |
| BENNETT SAMUEL B + FREIDA L 19321 SR 31 FT MYERS FL 33917 | 12-43-25-00-00004.0000 19321 SR 31 NORTH FORT MYERS FL 33917 | THE N 1/2 OF S 1/2 OF NE 1/4 OF SE 1/4 LESS RD.R/W LESS 4.002 | 26 |
| ADRIAN KURT A + 9601 SHADOW OAK LANE NORTH FORT MYERS FL 33917 | 12-43-25-00-00004.0010 11881 RUDEN RD NORTH FORT MYERS FL 33917 | THE S 1/2 OF S 1/2 OF NE 1/4 OF SE 1/4 | 27 |
| VANROEKEL DENNIS + DEBRA 18321 NORTH OLGA DR ALVA FL 33920 | 12-43-25-00-00005.0000 11880 RUDEN RD NORTH FORT MYERS FL 33917 | SE 1/4 OF SE 1/4 LES PARC 5.0100 THRU 5.0330 | 28 |
| VAN ROEKEL + VAN ROEKEL D V M 18321 N OLGA DR ALVA FL 33920 | 12-43-25-00-00005.0100 18871 OLD BAYSHORE RD NORTH FORT MYERS FL 33917 | E 308.94 FT OF W 936.83 FT OF S 705 FT OF SE 1/4 OF SE 1/4 | 29 |
| MERIT PETROLEUM CO 77.10% + PO BOX 816 LABELLE FL 33975 | 12-43-25-00-00005.0310 18981 OLD BAYSHORE RD NORTH FORT MYERS FL 33917 | PARL LOC IN SE 1/4 OF THE SE 1/4 DESC IN OR 2904 PG 2310 | 30 |
| OPSAHL JACQUELINE 11593 ISLAND AV MATLACHA FL 33993 | 12-43-25-00-00005.0320 19151 SR 31 NORTH FORT MYERS FL 33917 | PARL LOC IN SE 1/4 OF THE SE 1/4 AS DESC IN OR 2904 PG 2314 | 31 |

| <u>OWNER NAME AND ADDRESS</u> | <u>STRAP AND LOCATION</u> | <u>LEGAL DESCRIPTION</u> | <u>Map Index</u> |
|---|---|---|-------------------------|
| HEINZEROTH JILL DENISE 131 SE 13TH ST CAPE CORAL FL 33990 | 12-43-25-00-00005.0330 18951 OLD BAYSHORE RD NORTH FORT MYERS FL 33917 | PARL LOC IN SE 1/4 OF THE SE 1/4 DESC IN OR 2904 PG 2323 | 32 |
| WILLIAMITIS ANTHONY J 3200 BONITA BEACH RD #105 BONITA SPRINGS FL 34135 | 13-43-25-02-00000.0010 18971 SR 31 NORTH FORT MYERS FL 33917 | NE 1/4 OF NE 1/4 OF NE 1/4 OF NE 1/4 LESS RD R/W | 33 |
| VANROEKEL DENNIS + DEBRA K TR 18321 N OLGA DR ALVA FL 33920 | 13-43-25-02-00000.0030 18930 OLD BAYSHORE RD NORTH FORT MYERS FL 33917 | PARL IN N W 1/4 OF N E 1/4 OF N E 1/4 OF N E 1/4 DESC IN OR 1405 PG 0527 | 34 |
| LEE COUNTY PO BOX 398 FORT MYERS FL 33902 | 01-43-26-00-00001.0000 ACCESS UNDETERMINED ALVA FL 33920 | POR OF SEC 1 LESS INST 2006-297895 | 35 |
| ARMEDA NICK TR 19440 ARMEDA RD ALVA FL 33920 | 08-43-26-00-00001.0000 ACCESS UNDETERMINED ALVA FL 33920 | PARL IN SEC 8 AS DESC IN OR 1134 PG 0362 | 36 |
| ARMEDA SUZANNE TR 19440 ARMEDA RD ALVA FL 33920 | 08-43-26-00-00002.0000 ACCESS UNDETERMINED ALVA FL 33920 | N 1/2 OF S 1/2 OF SW 1/4 OF NW 1/4 | 37 |
| ARMEDA SUZANNE TR 19440 ARMEDA RD ALVA FL 33920 | 08-43-26-00-00006.0000 19550 ARMEDA RD ALVA FL 33920 | N 3/4 OF E 1/4 LES 6.0010 + 6.0020 | 38 |
| KALOURIS IOANNIS + KAREN P 19171 TURKEY RUN LN ALVA FL 33920 | 08-43-26-00-00010.0000 19171 TURKEY RUN LN ALVA FL 33920 | W 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4 DESC OR 1542/1090 LESS EAST 30 FT | 39 |
| BEALL JOAN C + 19100 THUNDERBIRD DR ALVA FL 33920 | 08-43-26-00-00010.0010 19100 THUNDERBIRD DR ALVA FL 33920 | W 1/2 OF S W 1/4 OF S W 1/4 OF S W 1/4 DESC IN OR 1432 PG 635 | 40 |
| PIPKINS DAVID S + TRACY MOORE 19100 TURKEY RUN LANE ALVA FL 33920 | 08-43-26-00-00010.0020 19100 TURKEY RUN LN ALVA FL 33920 | E1/2 OF SW1/4 OF SW1/4 OF SW1/4 DESC IN OR 1505 PG 1868 | 41 |
| SANDS JEFFREY + MERIBETH H 19170 TURKEY RUN LN ALVA FL 33920 | 08-43-26-00-00010.0030 19170 TURKEY RUN LN ALVA FL 33920 | E 1/2 OF NW 1/4 OF SW 1/4 OF S W 1/4 DESC IN OR 1542 PG 1079 | 42 |
| TAYLOR W R + DEBBIE L 3/4 + 19420 TURKEY RUN LA ALVA FL 33920 | 08-43-26-00-00010.0040 ACCESS UNDETERMINED ALVA FL 33920 | E30 FT OF W1/2 OF NW1/4 OF SW1/4 OF SW1/4 R/W FOR TURKEY RUN LANE | 43 |
| FURY JOSEPH G + BONNIE K 19321 TURKEY RUN LN ALVA FL 33920 | 08-43-26-00-00011.0000 19321 TURKEY RUN LN ALVA FL 33920 | W 1/2 OF NW 1/4 OF SW 1/4 LESS PARL 11.001 THRU 11.003 | 44 |
| GIPPER VERNON P + NANCY E 19300 TURKEY RUN LN ALVA FL 33920 | 08-43-26-00-00011.0010 19300 TURKEY RUN LN ALVA FL 33920 | E1/2 OF SW1/4 OF NW1/4 OF SW1/4 OF SEC 8 DESC IN OR 1542 PG 1084 | 45 |
| TAYLOR WILLIAM R + DEBBIE L 19420 TURKEY RUN LN ALVA FL 33920 | 08-43-26-00-00011.0020 19420 TURKEY RUN LN ALVA FL 33920 | N 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4 | 46 |
| SCHREYER JASON TOD 19360 TURKEY RUN LN ALVA FL 33920 | 08-43-26-00-00011.0030 19360 TURKEY RUN LN ALVA FL 33920 | SE 1/4 OF NW 1/4 OF NW 1/4 OF SW 1/4 | 47 |
| ADB-BUFFALO ASSN LLC 43.75% BENDERSON PROP DEV 8441 COOPER CREEK BLVD UNIVERSITY PARK FL 34201 | 09-43-26-00-00002.0000 14751 N RIVER RD ALVA FL 33920 | E PART OF SEC E OF RD DESC IN DB 279/68 + DB 308/530 | 48 |
| ADB-BUFFALO ASSN LLC 43.75% BENDERSON PROP DEV 8441 COOPER CREEK BLVD UNIVERSITY PARK FL 34201 | 10-43-26-00-00003.0000 ACCESS UNDETERMINED ALVA FL 33920 | NW 1/4 OF SEC 10 LESS SOUTHERLY 60 FT + LESS PARCEL DESC IN OR 3053 PGS 3659-3667 | 49 |

| <u>OWNER NAME AND ADDRESS</u> | <u>STRAP AND LOCATION</u> | <u>LEGAL DESCRIPTION</u> | <u>Map Index</u> |
|---|---|---|-------------------------|
| ADB-BUFFALO ASSN LLC 43.75% BENDERSON PROP DEV 8441 COOPER CREEK BLVD UNIVERSITY PARK FL 34201 | 10-43-26-00-00004.0000 ACCESS UNDETERMINED ALVA FL 33920 | NORTH EAST 1/4 OF SECTION 10 LESS PARCEL DESC IN OR 3053 PGS 3659-3667 | 50 |
| ADB-BUFFALO ASSN LLC 43.75% BENDERSON PROP DEV 8441 COOPER CREEK BLVD UNIVERSITY PARK FL 34201 | 11-43-26-00-00001.0020 ACCESS UNDETERMINED ALVA FL 33920 | PARL IN N 1/2 OF SEC 11 AS DESC IN OR 1473/1179 + OR 1489/0021 + OR 1489/0023 | 51 |
| POVIA MARY ELLEN 6071 BUCKINGHAM RD FORT MYERS FL 33905 | 16-43-26-00-00001.0000 14500 N RIVER RD ALVA FL 33920 | N 1/2 SEC PT.SWAMP | 52 |
| NORTH RIVER COMMUNITIES LLC 9990 COCONUT RD SUITE 200 BONITA SPRINGS FL 34135 | 17-43-26-00-00001.0000 13230 N RIVER RD ALVA FL 33920 | NW 1/4 + SE 1/4 LESS SW 1/4 OF SW 1/4 OF SE 1/4 | 53 |
| RICE JAMES G + CINDY LEE 18960 SERENOA CT ALVA FL 33920 | 17-43-26-02-00000.0130 18960 SERENOA CT ALVA FL 33920 | NORTH RIVER OAKS PB 34 PG 102 LOT 13 | 54 |
| FEWSTER RONALD + MELODY K 18990 SERENOA CT ALVA FL 33920 | 17-43-26-02-00000.0140 18990 SERENOA CT ALVA FL 33920 | NORTH RIVER OAKS PB 34 PG 102 LOT 14 | 55 |
| GREENWELL MICHAEL L + TRACEY C 12250 N RIVER RD ALVA FL 33920 | 18-43-26-00-00001.0010 12250 N RIVER RD ALVA FL 33920 | PAR IN E1/2 OF W1/2 OF SEC 18 + 19 N OF RIVER DESC OR 2510/2120 | 56 |
| KREINBRINK KATHERINE TR 12100 N RIVER RD ALVA FL 33920 | 18-43-26-00-00001.0040 12100 N RIVER RD ALVA FL 33920 | NW1/4 OF NW1/4 OF SEC LESS OR 3247 PG 2951 | 57 |
| FLORIDA GAS TRANSMISSION CO BRICKLEMYER SMOLKER + BOLVES PO BOX 4967 HOUSTON TX 77210 | 18-43-26-00-00001.0090 RIGHT OF WAY FL | PARCEL IN NW 1/4 OF NW 1/4 AS DESC IN OR 3247 PG 2951 | 58 |
| TALON VENTURES LLC 10 WIMBLEDON CT FRISCO TX 75034 | 18-43-26-00-00002.0020 12850 N RIVER RD ALVA FL 33920 | E1/2 OF SEC LESS OR1100/ 642 + PARCEL LYING S OF TROUT CREEK | 59 |

59 RECORDS PRINTED

Babcock Mixed-Use District

II.1.a.7) Surrounding Property Owners Map

Babcock Mixed-Use District

II.1.b. Narrative on Urban Sprawl (IV.F.2.a.)

BABCOCK MIXED-USE DISTRICT

SPRAWL ANALYSIS

Florida law discourages urban sprawl, per Chapter 163, Florida Statutes and Rule 9J-5 F.A.C. Urban Sprawl is defined and thirteen “primary indicators” are provided to direct local governments to discourage new developments which exhibit characteristics of urban sprawl. However, the State also recognizes the need to accommodate anticipated future population growth; therefore innovative land use planning and development techniques with intergovernmental coordination are encouraged and specifically excluded from the statutory definition of urban sprawl. Florida law also identifies inventive approaches that protect environmentally sensitive areas, maintain economic feasibility of agriculture and rural land use and deliver cost-efficient public services and facilities. Through this legislation the State encourages local governments to utilize creative land use techniques and flexible planning strategies which may include but are not limited to urban villages, new towns, satellite communities, clustering and open space provisions and mixed use development. (Section 163.3177(11)(a) & (b), Fla. Stat. (2005)). The Proposed Goals, Objectives and Policies of the Babcock Mixed-Use District (BMXD) are recognized as an innovative method of discouraging urban sprawl, thus the thirteen “primary indicators” of urban sprawl are not applicable.

The proposed BMXD is an innovative mixed use district consisting of a Town Center, a Village and several Hamlets. The BMXD is a model of place sensitive planning that incorporates sustainable design principles while maintaining equilibrium with the natural environment. The natural resource and other open space areas will shape urban form and demarcate new development boundaries for the BMXD by surrounding and defining the development areas.

1. Florida Law Regarding Urban Sprawl

Florida law provides:

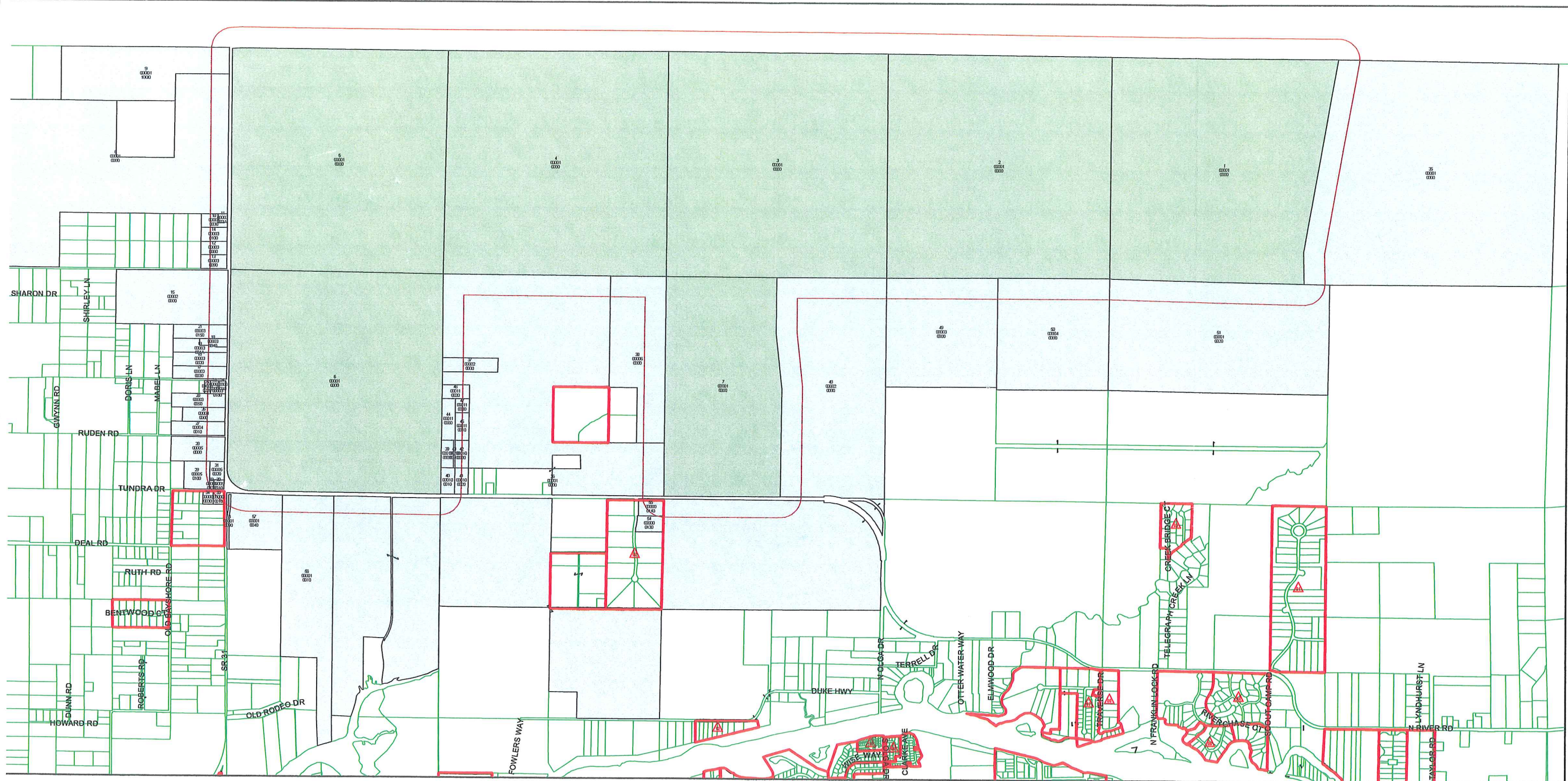
The Legislature recognizes the need for innovative planning and development strategies which will address the anticipated demands of continued urbanization of Florida’s coastal and other environmentally sensitive areas, and which will accommodate the development of less populated regions of the state which seek economic development and which have suitable land and water resources to accommodate growth in an environmentally acceptable manner. The Legislature further recognizes the substantial advantages to development which may better serve to protect environmentally sensitive areas, maintain the economic viability of agricultural and other predominantly rural land uses, and provide for the cost-efficient delivery of public facilities and services.

It is the intent of the Legislature that the local government comprehensive plans and plan amendments adopted pursuant to the provision of this part provide for a planning process which allows for land use efficiencies within existing urban areas and which also allows for the conversion of rural lands to other uses, where appropriate and consistent with the other provisions of this part and the affected

VARIANCE REPORT

8/15/2006

Subject Parcels : 7 Affected Parcels : 52 Buffer Distance : 500 ft



02-43-26-00-00001.0000 et al.

3,000 1,500 0 3,000 Feet

local comprehensive plans, through the application of innovative and flexible planning and development strategies and creative land use planning techniques, which may include, but not limited to, urban villages, new towns, satellite communities, area-based allocations, clustering and open space provisions, mixed-use development, and sector planning.
(Section 163.3177(11)(a) & (b), Fla. Stat. (2005))

The Florida Administrative Code further provides:

Notwithstanding and as a means of addressing any provisions contained in Rules 9J-5.006(3)(b)8., 9J-5.011(2)(b)3., 9J-5.003(140), F.A.C., and this subsection, the Department encourages innovative and flexible planning and development strategies and creative land use planning techniques in local plans. Planning strategies and techniques such as urban villages, new towns, satellite communities, area-based allocations, clustering and open space provisions, mixed-use development and sector planning that allow the conversion of rural and agricultural lands to other uses while protecting environmentally sensitive areas, maintaining the economic viability of agricultural and other predominately rural land uses, and providing for the cost-efficient delivery of public facilities and services, will be recognized as methods of discouraging urban sprawl and will be determined consistent with the provisions of the state comprehensive plan, regional plans, Chapter 163, Part II, and this chapter regarding discouraging the proliferation of urban sprawl.
(Section 9J-5.006(5)(l), F.A.C (2005))

2. **Development within the BMXD is Innovative**

The following table compares the characteristics of innovative planning as established by Florida law with the proposed development within the BMXD:

(Note: Design parameters for the BMXD are consistent with those in the Charlotte County Babcock Ranch Overlay District, which were reviewed and determined to be in compliance with Florida law.)

| Characteristics of Innovative Planning as Established by Florida Law | Characteristics of the BMXD |
|--|--|
| Urban Village | <ul style="list-style-type: none"> Objective 22.1 and the policies associated with it establish the design parameters for the BMXD, in a manner consistent with this provision of Florida law. |
| New Town | <ul style="list-style-type: none"> The entire BMXD provides for the creation of a new town on a portion of the Babcock Ranch Community. |
| Satellite Communities | <ul style="list-style-type: none"> The entire BMXD is a satellite community. Further, the Village will be a satellite community to the Town Center. Natural resource areas will shape urban form and demarcate new development boundaries for the BMXD by surrounding and defining the Village and Town Center. |

| | |
|---|--|
| Area-based Allocations | <ul style="list-style-type: none"> • Goal 22 establishes development densities and intensities for the BMXD. |
| Clustering and Open Space Provisions | <ul style="list-style-type: none"> • Objective 22.1 establishes design principles, which will result in clustered development areas. Policies 22.4.1 require 35% of the land within the BMXD to be preserved as open space. |
| Mixed-use development | <ul style="list-style-type: none"> • The policies under Objective 22.1 and throughout the BMXD require each development area to feature a mix of residential and non-residential uses. |
| Sector Planning | <ul style="list-style-type: none"> • The BMXD accomplishes the goals of sector planning although it does not create a sector plan as set forth in the Florida Statutes. |
| Protect Environmentally Sensitive areas | <ul style="list-style-type: none"> • Objective 22.4 and associated policies and maps require that the development within the BMXD protect environmentally sensitive areas. |
| Maintain the economic viability of agricultural and other predominately rural land uses | <ul style="list-style-type: none"> • Agriculture and other rural uses will be maintained within the Babcock Ranch Preserve. |
| Providing for the cost-efficient delivery of public facilities and services | <ul style="list-style-type: none"> • Objective 22.6 will ensure public facilities are provided in a cost efficient manner and that development within the BMXD is financially feasible. |

Babcock Mixed-Use District

II.1.c. Needs Analysis (Population) (IV.F.2.a.)

- 1) Appendix A: Alva Planning Community
Population Projections 1980 – 2030 –
Methodological Summary
- 2) Appendix B:
 - (a) Residential Units Constructed in Alva
 - (b) Approved Residential Units – Planned
Developments in Alva Planning
Community as of May 2006

BABCOCK MIXED-USE DISTRICT

NEEDS ANALYSIS – POPULATION (IV.F.2.a.)

The purpose of this analysis is to examine the need for future development within the Alva Planning Community of Lee County, with a concentration on the Lee County portion of the Babcock Ranch property. The analysis includes (1) a statement of the density requested for the subject property; (2) population projections to determine future demand for housing in the Alva community; (3) an assessment of the gap in the Alva housing market to meet the projected increase in population; and (4) a summary of the opportunities created by the Babcock Mixed Use District (BMXD) to accommodate Alva's future population growth.

I. BMXD – DENSITY REQUEST

The density requested for the BMXD is 1,630 dwelling units.

II. POPULATION PROJECTIONS

Population projection models developed using data from the University of Florida's Bureau of Economic and Business Research (BEBR), the U.S. Census Bureau, and Lee County Department of Community Development show that the Alva Planning Community is expected to maintain a high population growth rate thru 2030. The total permanent population in the Alva area is expected to reach 5,883 people by the end of the planning horizon.¹

The projection models used for this analysis focused on the permanent population. However, a significant portion the area's population consists of seasonal residents. In the Lee Plan, Lee County's Department of Community Development uses an adjustment factor of 26.9% to estimate the seasonal population.² If this factor is applied to the projected growth in the permanent population, then the Alva Planning Community would have a total population of 7,466 people by 2030.

III. HOUSING MARKET – SUPPLY AND DEMAND

According to Lee County Department of Community Development's land use database, the Alva Planning Community had a total of 1,426 dwelling units as of 2004.³ The county's database of approved planned developments shows that another 74 dwelling units have been approved in Alva as part of planned development applications.⁴ This brings Alva's total housing supply – existing and approved – to 1,500 dwelling units.

¹ A detailed summary of the methodology and findings from the population analysis has been provided in **Appendix 1**. The projection figure used for this analysis is the equally weighted average of the projections from multiple projection models.

² Lee County Department of Community Development. 2004. *Lee Plan, 2004 Codification*. Fort Myers, FL: Lee County Board of County Commissioners.

³ Source: Lee County Department of Community Development, Land Use Database, June 6, 2006. **Appendix 2**.

⁴ Source: Lee County Department of Community Development, Approved Planned Development List, May 9, 2006. **Appendix 3**.

U.S. Census Bureau data establish a population distribution of 2.3 persons per household in Lee County, and data for Alva show a consistent occupancy rate of 90%.⁵ Based on this distribution and occupancy rate, Alva's inventory of housing units would accommodate a total population of 3,105 people.

Given the projected 7,466 in the permanent and seasonal population through 2030, the Planning Community will need a total of 3,570 dwelling units during the next three decades. If the current inventory – existing and approved – is subtracted from this amount, the total housing deficit in Alva through 2030 would be 2,070 units, a 58% gap in the housing market. These data are presented in **Table 1**.

V. **BABCOCK MIXED USE DISTRICT**

The 1,630 dwelling units proposed for BMXD would close nearly 80% of the gap in Alva's projected housing market. At 2.3 persons per household, the BMXD would house 3,749 residents. Moreover, the BMXD will be self-contained, clustered to protect natural resources, prevent sprawl, and designed to provide a mix of housing options. Costs for core infrastructure will be covered by the development, making BMXD sustainable from the standpoint of community infrastructure and services. BMXD also will be a mixed-use development, offering more economic opportunities and reducing the impact on area roadways.

Table 1
Alva Planning Community
Gap in Housing Unit Inventory

| | |
|---|--------------------|
| Alva Planning Community – Built and Approved Housing Units | 1,500 units |
| Number of Housing Units Needed to Accommodate Projected Growth (7,466 population at 2.3 persons per household and 90% Occupancy) | 3,570 units |
| Housing Deficit thru 2030 | 2,070 units |

Source: BEBR, 2005; Lee County Property Appraiser, 2006; U.S. Census Bureau, Census 2000, SF 3.

⁵ Source: U.S. Census Bureau, Census 2000, SF 3.

APPENDIX 1

ALVA PLANNING COMMUNITY POPULATION PROJECTIONS 1980-2030 METHODOLOGICAL SUMMARY

I. BACKGROUND

The purpose of this study was to calculate population projections for the Alva Planning Community. Researchers approached the study with two main assumptions: (1) data would be limited, since population figures tend to be collected at higher geographic levels; (2) the projection techniques would need to be derived not only from historical trends but also from professional judgment relating to growth patterns in the target area.

The methodological foundation was based on a review of the literature from the University of Florida's Bureau of Economic and Business Research (BEBR). This literature base enabled the researchers to identify projection techniques that would yield accurate, least-biased results and to determine techniques that would be appropriate for small area analysis (Rayer, 2004; Smith, 2005; Smith, 2003; Smith *et al.*, 2001).

The review also involved an examination of established population estimation and projection methods employed by Lee County's Department of Community Development. Consideration was given to techniques utilized by County staff to project trends in population growth at the planning community level (Lee County Planning Division, 1998).

II. DATA COLLECTION

The researchers identified two main objectives for the data collection phase: (1) to use the most accurate, verifiable data available; and (2) to demonstrate that the base data for the models were consistent with Lee County estimates. Given the purpose of the analysis, it was imperative to remain consistent with the County's population data for the Alva Planning Community.

The primary data source for the study was decennial census data from the U.S. Census Bureau. Data from each census period from 1980-2000 were collected at the block group level, allowing the researchers to closely approximate the Alva Planning Community boundaries. Lee County's estimates for population at the planning community level also were used. For county-level data, the researchers used BEBR projections.

For the base year, 1980, the projection models were constructed using the County's calculation of the population for the Alva planning community, which was derived from the decennial census. The researchers used the County's figure to ensure that the model projections shared the same base as the County's estimates.

Population data for 1990 and 2000 were collected at the block group level from the U.S. Census Bureau. Where the census geography differed from the County's planning community boundaries, the total population count for the block group was incorporated into the model. Although this may have produced a marginal over-counting in those areas, the approach yielded

base and launch period figures more consistent with the County's estimates for the Alva Planning Community.

III. PROJECTION MODELS

For the purpose of this study, the researchers determined that extrapolation techniques using data from the decennial census would provide the most accurate, least-biased projection methods. These methods have been found to be more valid and reliable than projections from models using symptomatic data, such as the housing-unit method (Rayer, 2004; Smith and Cody, 1994). In particular, the researchers selected simple trend (Linear and Exponential) and ratio (Share) extrapolation techniques due to the models' limited data requirements, relative simplicity, and flexibility for small-area analyses (Rayer, 2004).

Linear: The simple linear extrapolation method generates projections based on the assumption that the population will increase (decrease) at the same per-person rate of change through the projection horizon. That is, the population will grow (decline) by the same number of persons in each future year as the average annual increase (decrease) over the base period (Smith *et al.*, 2001). The formula for this model is as follows:

$$P_t = P_l + x/y (P_l - P_b)$$

Where P_t = Population in target year
 P_l = Population in launch year
 P_b = Population in base year
 x = Number of years in projection horizon
 y = Number of years in base period

The strength of this model is its simplicity and proven accuracy in stable-growth areas (Rayer, 2004). However, in high-growth areas, the linear model has been shown to consistently under-project the population. Research has documented that the linear model works best when combined with other, more robust techniques for capturing the population-change dynamic in faster growing geographic areas (Rayer, 2004).

Exponential: In areas of high growth, rates of change tend to be exponential rather than linear. It is important in these cases to calculate growth rates based on continuous compounding. The assumption under this model, called the exponential extrapolation model, is that growth will be occurring continuously, instead of at discrete intervals. The formula for the exponential model is as follows:

$$P_t = P_l e^{rz}, r = [\ln(P_l / P_b)]/y$$

Where P_t = Population in target year
 P_l = Population in launch year
 e = Base of the natural logarithm (2.71828±)
 r = Average annual exponential growth rate
 \ln = Natural logarithm
 y = Number of years in base period

As stated, the exponential model captures the extent of population change in higher-growth areas. However, the continuous compounding becomes problematic with longer projection horizons (Rayer, 2004). Using the exponential model for periods of more than 30 years may lead to a significant positive bias in the projections. Additional extrapolation methods, as well as professional judgment, should be used to make sure that the projections remain realistic in the context of the larger geographic area.

Share: A third extrapolation model for population projections concentrates on a small area's population as a ratio of the larger area in which it is located. For the purpose of this analysis, the ratio model selected was the share-of-growth model. The primary assumption for this model is that the small area's share of the population growth will be the same over the projection horizon as it was during the base period (Smith *et al.*, 2004). The formula for the exponential model is as follows:

$$P_{it} = P_{il} + [(P_{il} - P_{ib}) / [(P_{jl} - P_{jb})] (P_{jt} - P_{jl})]$$

Where P_t = Population in target year
 P_l = Population in launch year
 P_b = Population in base year
 i = Small area (Alva Planning Community)
 j = Large area (Lee County)

The strength of this model is that it places the rate of growth for the small area in the context of the larger geography. This allows the projection to remain contextually appropriate and reflective of growth dynamics in the larger community (Rayer, 2004).

Average: The final model involved calculating an equally-weighted average of the projections from the other models. This model was developed to minimize the degree of error in the individual models. According to Smith *et al.* (2002), "Averages capture more information than can be incorporated into a single model and reduce the chances of making large errors; in addition, averages often have been found to produce more accurate estimates and projections than individual methods" (11).

IV. FINDINGS

Population projections generated by the various models have been presented in **Table 1**. As these data show, the projections were consistent across all of the models, suggesting that the Alva Planning Community is expected to maintain a relatively high population growth rate thru 2030. The range between the low and high projection was 5,608 (Linear) to 6,035 (Exponential), a difference of only 7.6%. For the purpose of the study, the researchers determined that the most appropriate projection to use would be the equally weighted average of all of the models (Average).

Table 1
Population Projections – Multiple Models

| Year | Linear | Exponential | Share*** | Average |
|--------|--------|-------------|----------|---------|
| 1980* | 3409 | 3409 | 3409 | 3409 |
| 1990** | 3610 | 3610 | 3610 | 3610 |
| 2000** | 4288 | 4288 | 4288 | 4288 |
| 2010 | 4728 | 4805 | 4850 | 4794 |
| 2020 | 5168 | 5385 | 5492 | 5348 |
| 2030 | 5608 | 6035 | 6007 | 5883 |

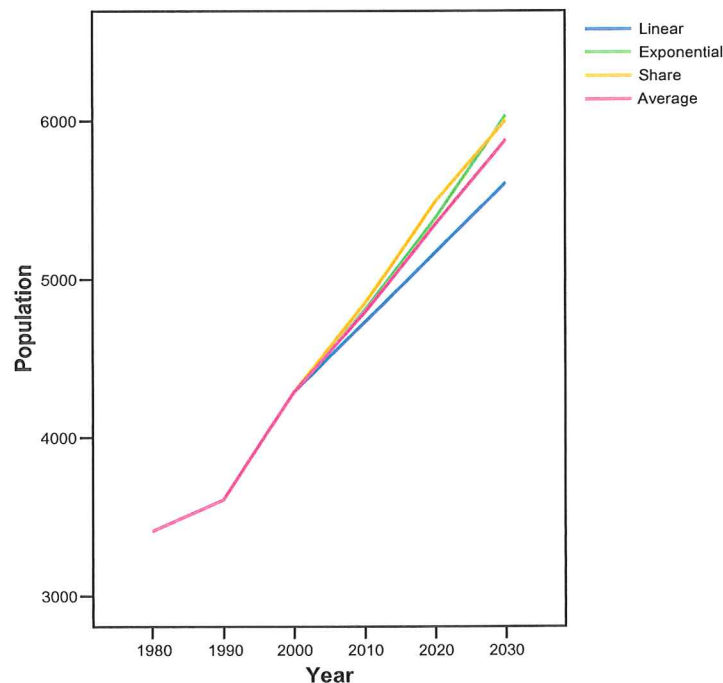
*Source: Lee County Planning Division (1998)

**Source: U.S. Census Bureau, 1990, 2000, SF 3.

***The Share model used BEBR projections for Lee County. BEBR, 2005.

Trend lines for the Alva projections have been shown in **Figure 1**. From the launch year of 2000, the trends remain relatively consistent thru the projection horizon. The most notable difference occurs between the Exponential and Share models after 2020. In the latter period, projections from the Exponential model begin to show the upward trend caused by the model's continuous compounding. In contrast, the Share model starts to form a Gompertz-type curve, which is consistent with BEBR's projections for Lee County. This reflects the model's alignment of the small area with the larger geography.

Figure 1
Trend Lines for Projection Models



To test the accuracy of the models, a validation procedure was implemented based on census data. The procedure involved using the base 1980 census data, with 1990 as the launch year, to calculate a projection for 2000. The results of each of the models were compared to the actual census figure for the projection period, and an absolute percentage error was calculated for each model. The results of this validation test have been presented in **Table 2**.

Table 2
Absolute Percentage Errors – Projection v. Census (2000)

| Model | Model Projection | Census | Absolute % Error |
|--------------|-------------------------|---------------|-------------------------|
| Linear | 3811 | 4288 | 11.1% |
| Exponential | 3823 | 4288 | 10.8% |
| Share | 3774 | 4288 | 11.9% |
| Average | 3803 | 4288 | 11.3% |
| Mean | | | 11.3% |

The absolute percentage errors for the various models ranged from a low of 10.8% (Exponential) to a high of 11.9% (Share). The mean error across all models was 11.3%. According to a recent assessment of extrapolation methods, conducted by a scholar from BEBR (Rayer, 2004), these error rates were relatively low and well within the range of acceptability. Another important item to note was that all of the models under-projected the population figure for the validation period. This is consistent with Rayer's (2004) findings for extrapolation models and suggests that the population level in Alva will be marginally higher than projected.

V. CONCLUSIONS

The purpose of this analysis was to explore projected population growth rates in the Alva Planning Community. Researchers for this study used established, empirically based extrapolation models and verifiable sources of data to achieve this objective. To minimize the error associated with any single projection model, the researchers also calculated an equally weighted average of all of the models. The findings presented here suggest that relatively high growth rates can be expected in the Alva Planning Community through 2030.

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APPENDIX 2

RESIDENTIAL UNITS CONSTRUCTED IN ALVA 2000-2004

Annual Units Built By Planning Community

6/6/2006

| <u>Year</u> | <u>RES ACRES</u> | <u>All Units</u> | <u>Detached</u> | <u>Duplex</u> | <u>Apartment</u> | <u>Mobile Home</u> | <u>RV</u> |
|-------------|----------------------|------------------|-----------------|---------------|------------------|------------------------|-----------|
| Alva | | | | | | | |
| 1989 | 1,103.51 | 956 | 690 | 2 | 3 | 261 | 0 |
| 1990 | 58.09 | 27 | 25 | 0 | 0 | 2 | 0 |
| 1991 | 47.32 | 39 | 22 | 16 | 0 | 1 | 0 |
| 1992 | 37.96 | 22 | 19 | 0 | 0 | 3 | 0 |
| 1993 | 66.08 | 36 | 30 | 0 | 0 | 6 | 0 |
| 1994 | 58.50 | 25 | 22 | 0 | 0 | 3 | 0 |
| 1995 | 59.57 | 29 | 25 | 0 | 0 | 4 | 0 |
| 1996 | 42.37 | 26 | 23 | 0 | 0 | 3 | 0 |
| 1997 | 63.64 | 32 | 28 | 0 | 0 | 4 | 0 |
| 1998 | 55.23 | 32 | 29 | 0 | 0 | 3 | 0 |
| 1999 | 43.72 | 37 | 30 | 0 | 0 | 7 | 0 |
| 2000 | 63.06 | 31 | 26 | 0 | 0 | 5 | 0 |
| 2001 | 65.64 | 32 | 28 | 0 | 0 | 4 | 0 |
| 2002 | 52.73 | 27 | 25 | 0 | 0 | 2 | 0 |
| 2003 | 45.64 | 35 | 35 | 0 | 0 | 0 | 0 |
| 2004 | 88.14 | 40 | 40 | 0 | 0 | 0 | 0 |
| | 1,951.20 | 1,426 | 1,097 | 18 | 3 | 308 | 0 |

APPENDIX 3

APPROVED RESIDENTIAL UNITS – PLANNED DEVELOPMENTS IN ALVA PLANNING COMMUNITY AS OF MAY 2006

Jack & Jean Bodine RPD

Development Type - DCI

Current as of 5/9/2006

Status - Approved

Alva Planning Community

Project Approvals

| | Acres | Units | Square Feet |
|---------------------------------------|-------------|----------|-------------|
| Residential | | | |
| Single Family Residential | 4.17 | 4 | |
| Total for All Residential Uses | 4.17 | 4 | |
| Summary of Approval | 4.17 | 4 | |

History of Cases

| Resolution # | Case Number | Action | Date of Action |
|--|------------------|----------|----------------|
| Click For PD-91-011 Deviations | 90-8-14-DCI-1(a) | Approved | 10/21/1991 |
| Click For Z-90-076 Rezone AG-2 to RPD | 90-8-14-DCI-1 | Approved | 10/08/1990 |

DCI900072

Riverwind Cove RPD

Development Type - DCI

Current as of 5/9/2006

Status - Approved

Alva Planning Community

Project Approvals

| | Acres | Units | Square Feet |
|---------------------------------------|---------------|-----------|-------------|
| Residential | | | |
| Single Family Residential | 108.00 | 70 | |
| Total for All Residential Uses | 108.00 | 70 | |
| Summary of Approval | 108.00 | 70 | |

History of Cases

| Resolution # | Case Number | Action | Date of Action |
|---|--------------------|----------|----------------|
| Click For PD-94-009 Elevation deviation | 93-11-30-DCI-03(a) | Approved | 05/16/1994 |
| Click For Z-93-094 Rezone RS-1 & AG-2 to RPD | 93-11-30-DCI-03 | Approved | 01/31/1994 |

DCI930132

Volume II of II

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SECTION 2

CPA 2006-00008

General Information and Mapping

| | Application Reference |
|--|--------------------------|
| a. Existing Conditions Narrative | IV.A.3. |
| b. Combined Existing Future Land Use Map – Map 3 | IV.A.2. |
| c. Combined Future Land Use Map – Map 4 | |
| d. Existing Surrounding Uses Map – Map 6. | IV.A.3. |
| 1) List of Existing Surrounding Uses | |
| e. Zoning Map – Map 7. | IV.A.4. |
| f. Existing Land Use Map – Map 8. | |
| g. Aerial of Subject Property and Surrounding Property (March 2006) – Maps 1a & b. | |
| h. Master Plan – Map 2 | |

BABCOCK MIXED USE DISTRICT

EXISTING CONDITIONS

1. Existing Land Uses (IV.A.3.)

The Lee County portion of the Babcock Ranch Community property consists of seven (7) parcels in Sections 2 through 7 and 9, Lee County, Florida, and comprise of approximately 4,157.23± acres. The present land use in the Lee County portion of the Babcock Ranch Community is a mixture of open range land and cultivated fields.

There are three fields that have no detention; these are only farmed using gravity runoff. These fields are included in a recent permit modification from South Florida Water Management District for expansion of farmable area and will have detention when they are completed. Further to the east, there are seven more fields that have been developed from a permit modification issued in 1984.

The cultivated fields have been used to grow vegetables and fruits. The open range areas have had some timber removed and are selectively roller chopped periodically to improve the usefulness for grazing cattle.

Approximately 3,959.2 acres of the site falls within the Density Reduction/ Groundwater Recharge (DR/GR) land use classification of the Lee Plan, and the balance of approximately 198.9 acres lie within the Wetlands designation. All property is zoned AG-2. For additional discussion, see Volume II, Section 3b., Surface Water.

While the subject property is currently used for agriculture and open space, these uses will transition over time to a mix of residential, retail, office, recreation, conservation, agriculture and public/civic uses.

2. Surrounding Uses – See Map 6:

The property abutting to the north is within the Charlotte County Babcock Ranch Overlay District and is currently under common ownership within the Babcock Ranch Community. Properties to the northeast and east of the subject property have been conveyed to the State of Florida and Lee County for conservation and agriculture uses. Therefore, the BMXD will be compatible with the surrounding property to the north and east.

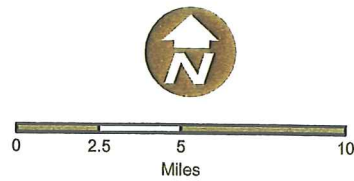
Agricultural lands and scattered homesites lie to the south, then CR 78; and to the west (from north to south), SR 31, a vacant parcel, scattered single family residences, the Gulf Coast Camp Caloosa, scattered single family residences, Circle K, a vacant parcel, and at the SR 31-North River Road intersection, the commercial farm market. The scattered residential and agricultural uses to the south, and SR 31 to the west, will be protected through buffering and setbacks. Therefore, BMXD will be compatible with its neighbors to the south and west.

3. **Surrounding Zoning** – See Map 7 (IV.A.4):

To the north in Charlotte County is Babcock Ranch Overlay District, comprising the Charlotte County portion of Babcock Ranch Community, then Curry Lake and a portion of Telegraph Creek; to the east, AG-2 lands which comprise a portion of Telegraph Creek; to the south, AG-2 lands; and to the west, SR 31 and then AG-2 lands and a CC zoned parcel at the intersection of Old Bayshore Road and SR 31. See also IV.A.3.

Babcock Mixed-Use District

- II.2.b. Combined Existing Future Land Use Map
(IV.A.2.) – Map 3



Legend

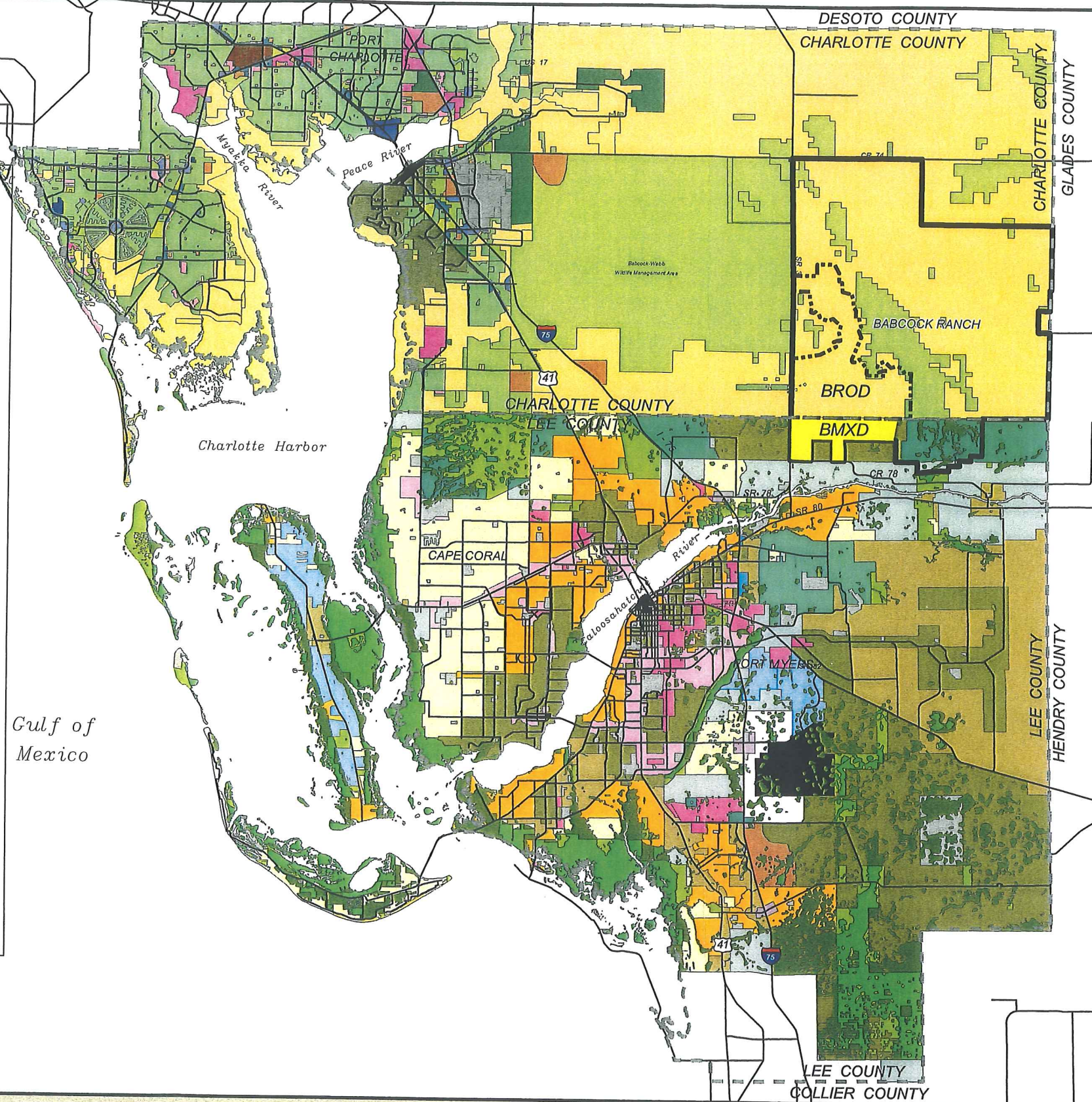
Charlotte County Future Land Use:

- 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

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



N:\20066201\WaterMgmt\LeeCPA_ Exhibits\ArcGIS\Map3 FLU_Char-Lee1x17.mxd

Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.



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

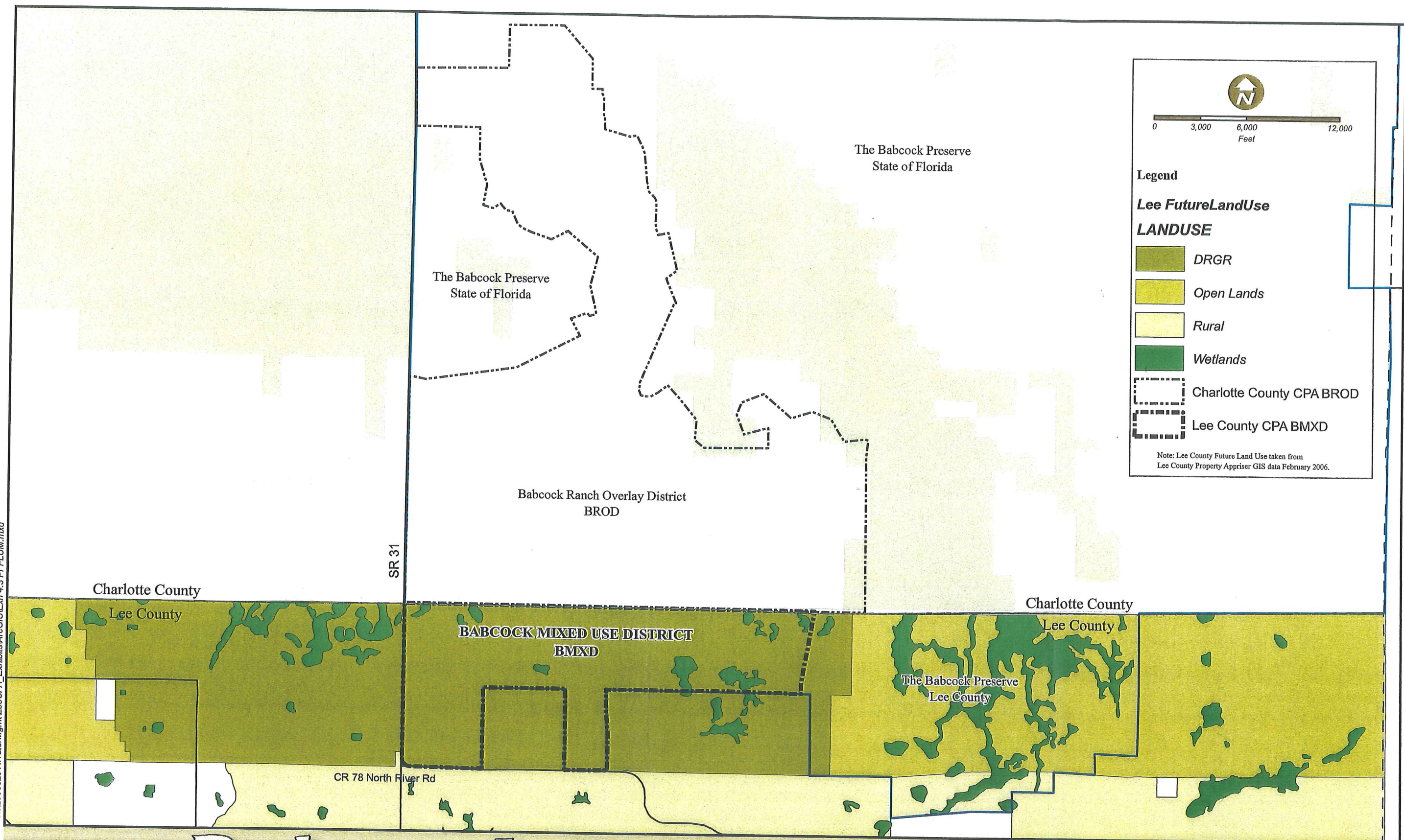
July 24, 2006

JOHNSON
ENGINEERING

Babcock Mixed-Use District

II.2.c. Combined Future Land Use Map – Map 4.

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Babcock Ranch

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BABCOCK MIXED USE DISTRICT
COMBINED FUTURE LAND USE MAP

MAP 4

July 24, 2006

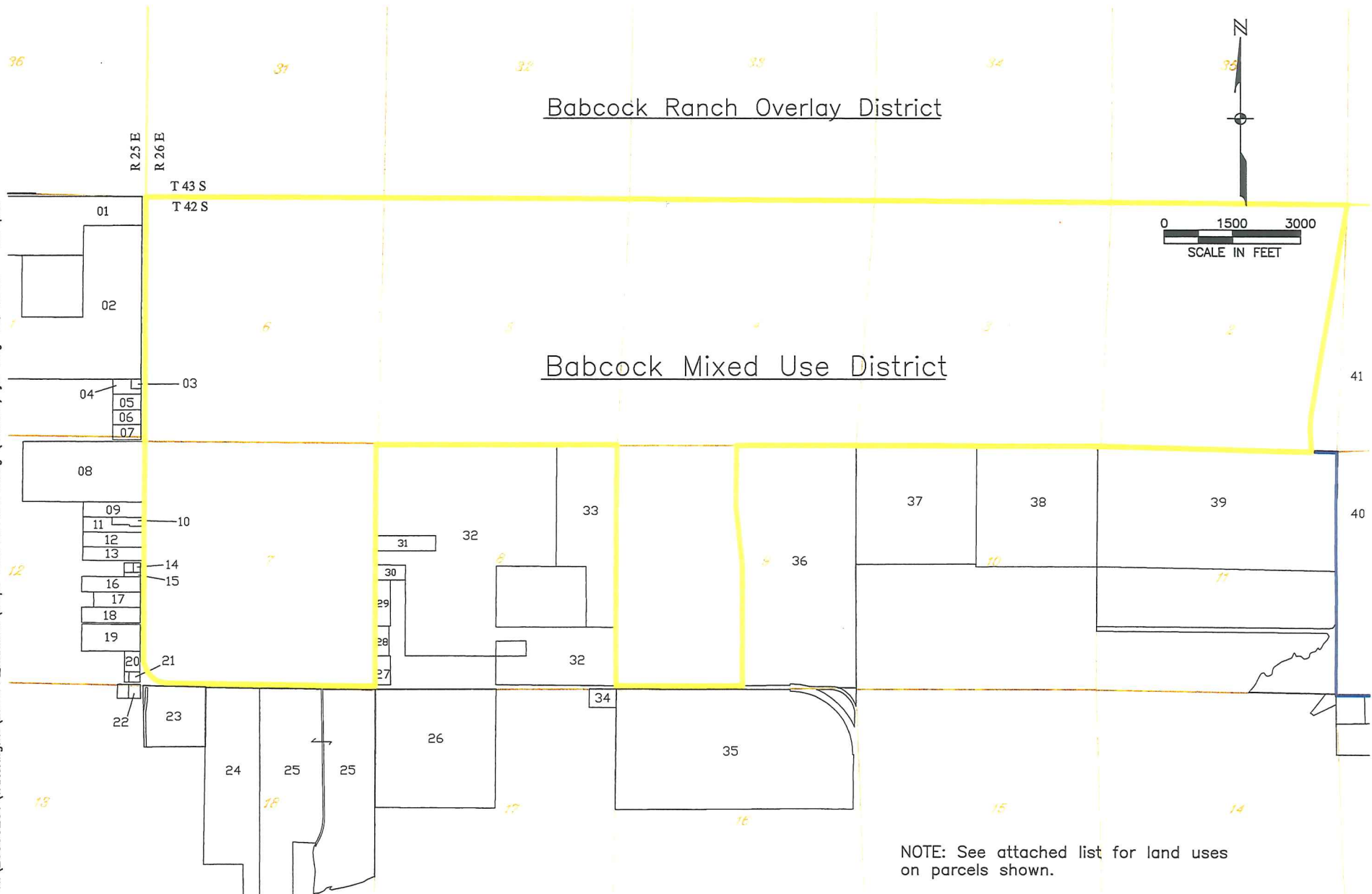


Babcock Mixed-Use District

II.2.d. Existing Surrounding Land Uses Map (IV.A.3.)
– Map 6

1) List of Existing Surrounding Uses

N:\20066201\WaterMgmt\LeeCPA_Exhibits\Map6 ADJPROP8X11.dwg (Sheet1) jib Aug 15, 2006 - 1:51pm



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

Babcock Ranch

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Kitson & Partners
INC.

BABCOCK MIXED USE DISTRICT
EXISTING SURROUNDING LAND USES MAP

MAP 6
July 24, 2006

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ENGINEERING

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 |

Babcock Mixed-Use District

II.2.e. Zoning Map (IV.A.4.) – Map 7



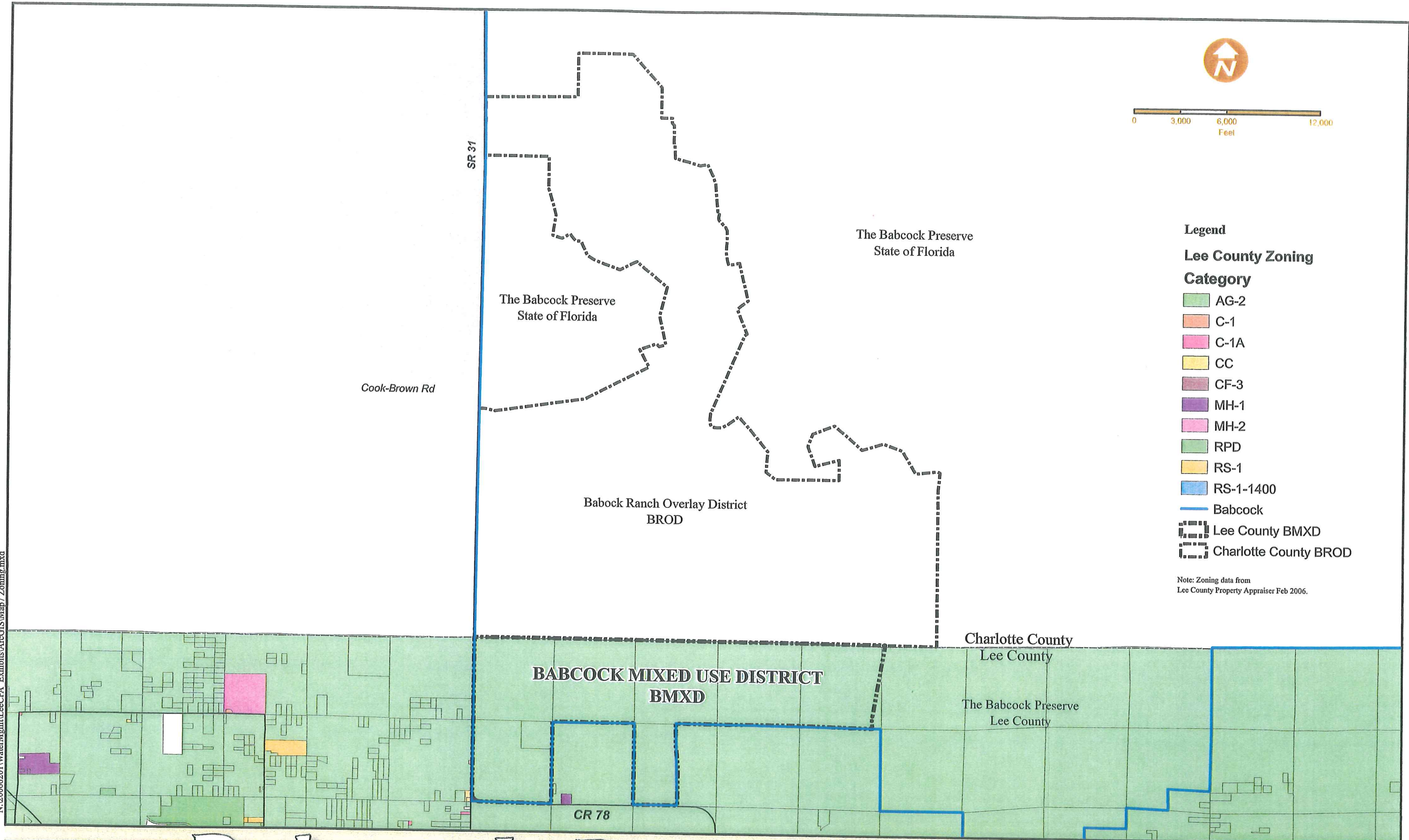
Legend

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.

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Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.



BABCOCK MIXED USE DISTRICT

ZONING MAP

MAP 7

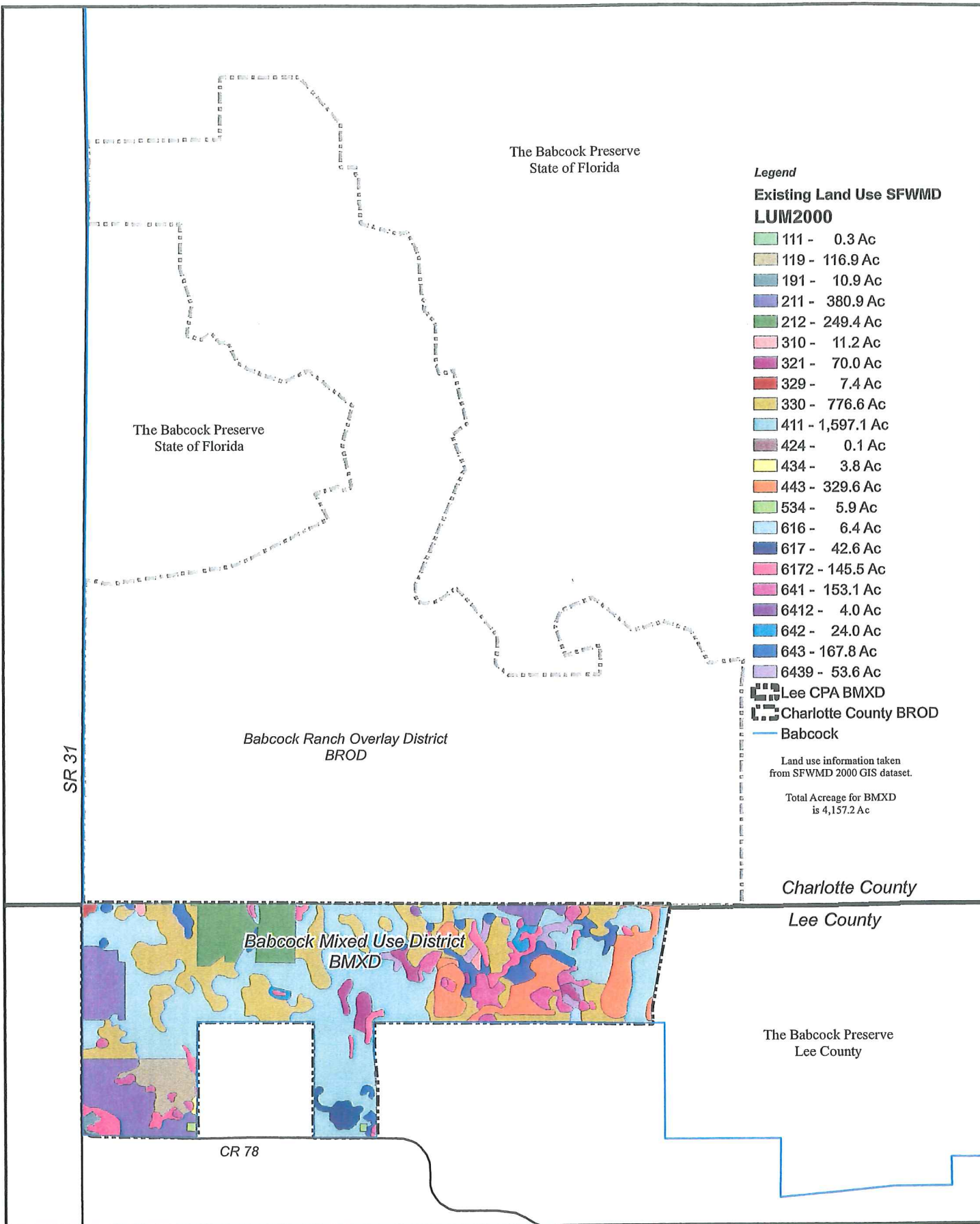
July 24, 2006



Babcock Mixed-Use District

II.2.f. Existing Land Use Map – Map 8

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Babcock Ranch
A SHARED VISION. A SHARED COMMITMENT.

Kitson & Partners

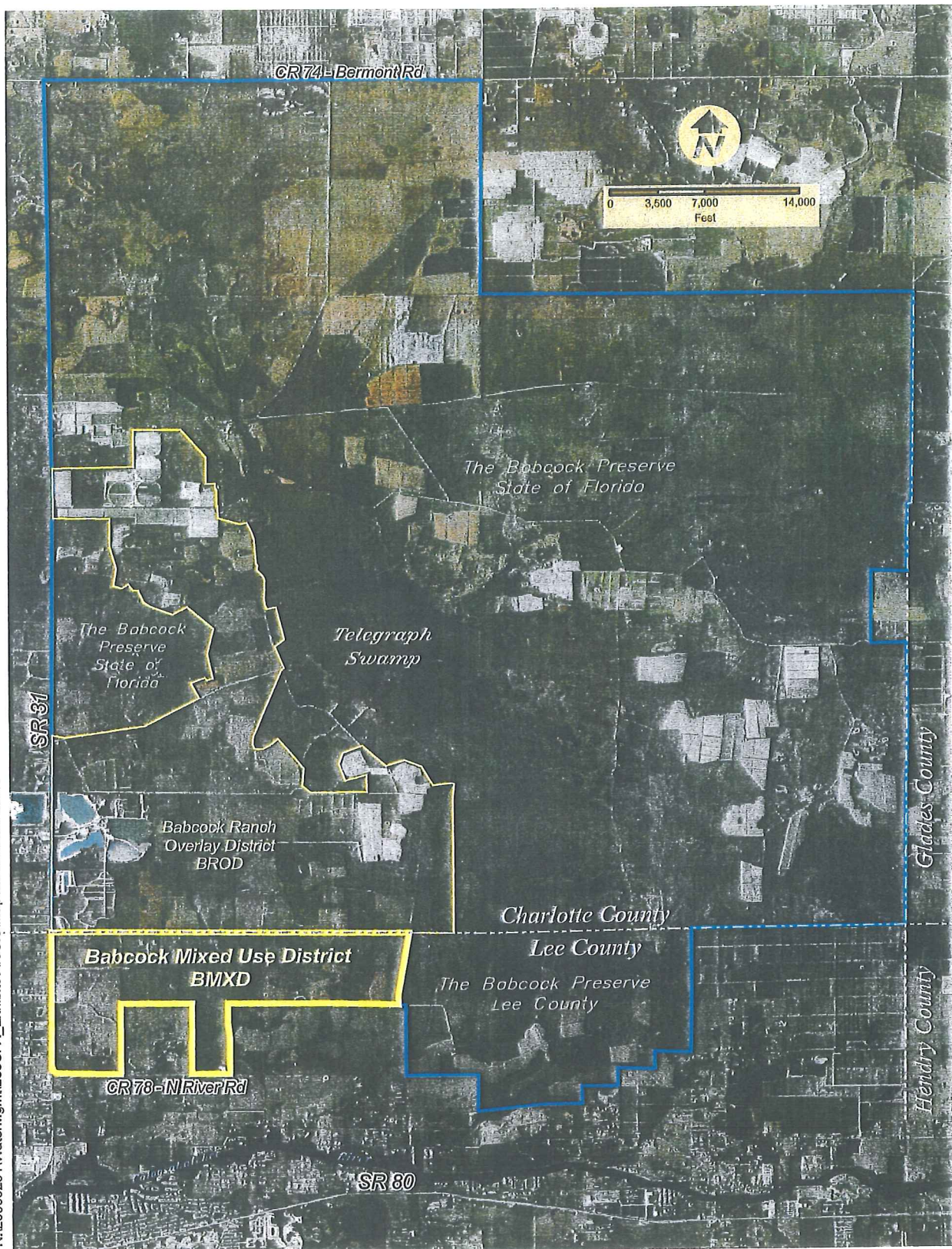
BABCOCK MIXED USE DISTRICT
EXISTING LAND USE
MAP 8
July 24, 2006

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Babcock Mixed-Use District

- II.2.g. Aerial of Subject Property and Surrounding
Property (March 2006) – Maps 1a & 1b

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Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.

BABCOCK MIXED USE DISTRICT
AERIAL MARCH 2006

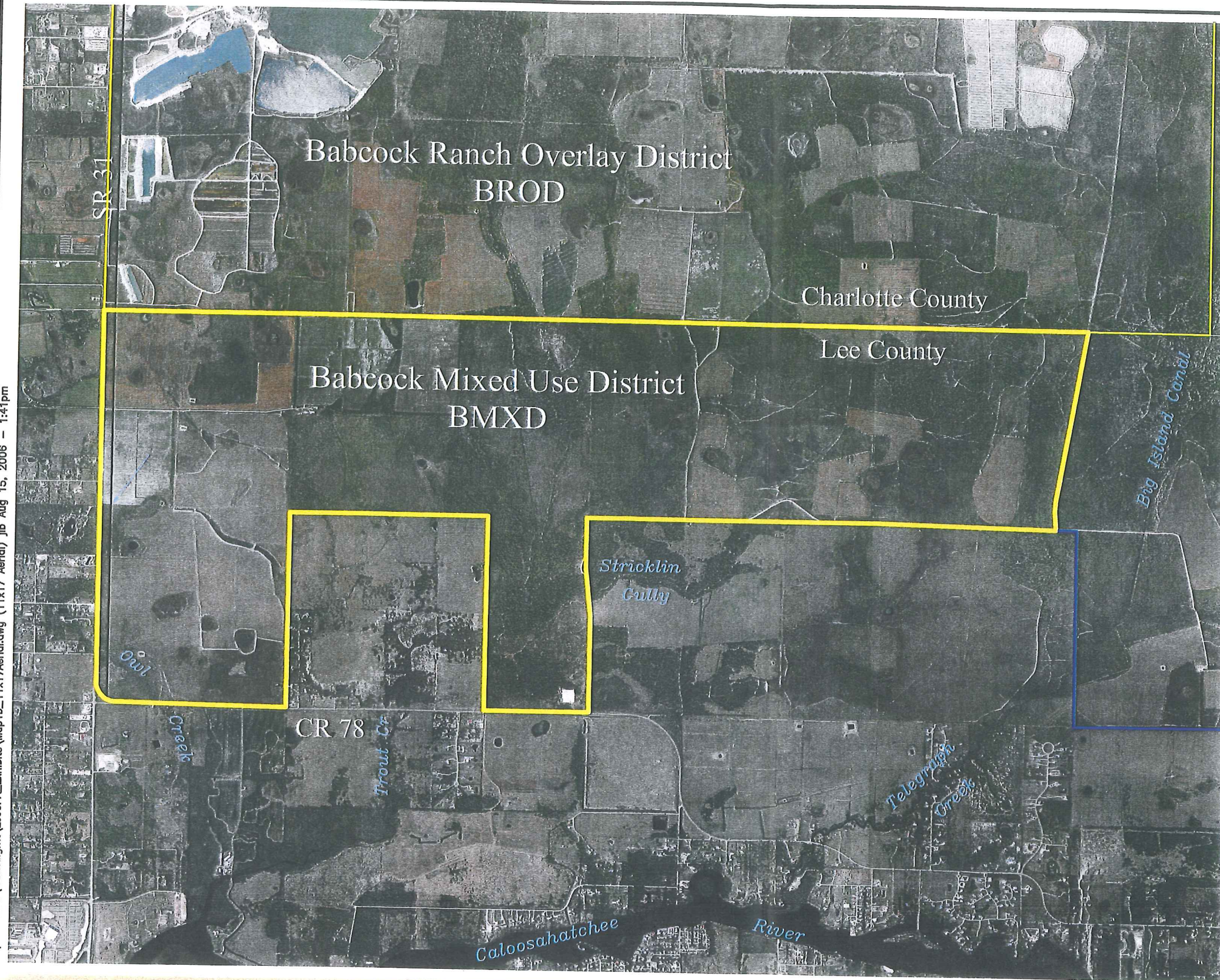
MAP 1A

July 24, 2006

Kitson&Partners

JOHNSON
ENGINEERING

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NOTE: Aerial is from photography dated March 2006.

Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.

Kitson & Partners
LLC

BABCOCK MIXED USE DISTRICT

AERIAL MAP

MAP 1B

July 24, 2006

JOHNSON
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Babcock Mixed-Use District

II.2.h. Master Plan – Map 2

Volume II of II

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SECTION 3

PUBLIC FACILITIES IMPACTS **COMMUNITY DEVELOPMENT**

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| | Application Reference |
|--|----------------------------------|
| a. Sanitary Sewer and Potable Water Analysis | IV.B.2.a and b |
| 1) Copy of PSC Hearing Document | |
| b. Drainage and Surface Water Management Analysis | IV.B.2.c |
| 1) Topographic Map – Map 12 | |
| 2) Farm Field Map – Map 13 | |
| 3) Floodplain Map – Map 14 | |
| 4) Water Management Map – Map 15 | |
| c. Parks, Recreation and Open Space Analysis | IV.B.2.d. |
| d. Solid Waste Analysis | |
| e. Other Public Facilities: | |
| 1) Emergency Management and Hurricane Preparedness | |
| 2) School Impact Analysis | |
| 3) Fire, Emergency Medical Services, and Law Enforcement | |
| 4) Health Care Services | |
| f. Communications from Service Providers and Utilities | |
| 1) Bayshore Fire Department (with sample of attachments to each provider) | |
| 2) Alva Fire Department | |
| 3) Emergency Medical Services | |
| 4) Lee County Sheriff's Department | |
| 5) Lee Tran – Mass Transit | |
| 6) Lee County Solid Waste | |
| 7) Lee County School District | |
| 8) Lee County Mosquito Control | |
| 9) Florida Division of Historical Resources | |
| 10) Lee County Utilities | |
| 11) Lee County Emergency Management | |
| 12) Health Care Facilities | |
| (1) Lee Memorial Health System | |
| (2) Gulf Coast Hospital | |
| (3) Southwest Regional Medical Center | |
| g. Phasing Plan Sketch | |

CPA 2006-00008

Babcock Mixed-Use District

- II.3.a. Sanitary Sewer and Potable Water Analysis
(IV.B.2.a and b)

BABCOCK MIXED USE DISTRICT
SANITARY SEWER AND POTABLE WATER ANALYSIS
(IV.B.2.a & b.)

For the purpose of this discussion, wastewater generation and potable water consumption is assumed to be the same based upon the following generation rates.

Wastewater Generation & Potable Water Consumption – Usage Assumptions

| | |
|---------------------------|-----------------|
| Single Family Residential | 250 gpd/unit |
| Multi-Family Residential | 200 gpd/unit |
| Commercial/Retail | 0.2 gpd/sq. ft. |
| Office | 0.2 gpd/sq. ft. |

Based upon these generation rates and the current land use schedule, the following is an estimation of water/wastewater generation at build out.

Build Out Flows

| | | |
|---------------------------------|----------------|--------------------|
| Single Family Residential (76%) | 1,236 units | 309,000 gpd |
| Multi-Family Residential (24%) | 394 units | 78,800 gpd |
| Commercial/Retail | 704,000 sq. ft | 140,800 gpd |
| Office | 217,200 sq. ft | <u>43,440 gpd</u> |
| TOTAL | | 572,040 gpd |

For planning purposes, use 600,000 gpd

1. Sanitary Sewer Analysis:

Babcock Mixed Use District (BMXD) is not located within the service area of any wastewater utility company including Lee County. The most probable solution to wastewater treatment and disposal will be to construct a single plant system (in phases) centrally located within the overall Babcock Ranch Community. This will likely hold true regardless of what entity, whether County Government, Community Development District or other quasi-governmental entity is ultimately chosen to be responsible for its construction and operation.

Initially, one or more small satellite plants could be constructed at interim utility sites to serve start-up development. Disposal of the treated effluent could be by evaporation/percolation ponds and/or irrigation during initial development. Florida Department of Environmental Protection (FDEP) is hesitant to permit total reuse systems with no backup other than storage ponds and are encouraging deep injection wells as a means of alternate effluent disposal. It is believed that permitting a satellite plant within BMXD would create less FDEP resistance due to the fact there are vast amounts of land available for irrigation/storage and rules and regulations can be incorporated into the subdivision and/or homeowner's documents that will require

utilization of the reuse system for irrigation. Ultimate treatment will be tertiary in nature so that total reuse of the treated effluent through irrigation will be possible. Primary disposal options would be golf courses, common areas and residential areas.

A typical utility site would include such facilities as the wastewater treatment plant, effluent storage and pumping, administrative and maintenance facilities and other related services. Two key factors in planning and site selection are the rate of development and areas of development. The ideal location for the permanent utility site would be one that balances the total gallons generated times the pumping distances, or the hydraulic center of the developed area. Moving the site away from this balance point would result in increased line sizes and pumping costs, but this would need to balance with the aesthetic and land use effects a utility site has.

Wastewater collection systems could range from the conventional gravity sewer to a vacuum system and/or low pressure. Evaluation of these systems should occur when additional site planning has been completed to allow comparison of the system layouts versus costs, maintenance, etc.

2. Potable Water Analysis:

All of Babcock Ranch is located within the franchised area of Town and Country Utility Company. The following is a short excerpt from the Florida Public Service hearing giving a brief background on the utility company.

“On November 10, 1998, Town and Country Utilities Company (Town and Country or utility) filed an application for an original certificate to operate a water utility in Charlotte and Lee Counties. Town and Country is a wholly owned subsidiary of the Babcock Florida Company (Babcock), which currently owns and operates all existing water facilities in the proposed territory.

“The existing water facilities provide potable and non-potable water service to a variety of residential, commercial and agricultural customers. The existing potable water service is provided to approximately 71 equivalent residential connections (ERCs), of which 22.5 are residential customers and 48.5 are commercial customers. The existing non-potable water service is provided to approximately 216,654 ERCs. Both the potable and non-potable water services are currently being provided at no cost.”

“Town and Country has entered into an agreement with Babcock to obtain a long-term right to use the necessary properties for the operation of the water utility. In its application, the utility states that prior to its formation, its parent company owned the existing facilities, which will now be utilized by the utility in providing service to new territory. The utility also states that it will continue to employ operations, maintenance, and technical advisory personnel necessary to ensure continued efficient provision of water service to the various customers of the utility. Additionally, the utility states that the parent company is currently

providing service to its own property at no cost, and “has for 50 years owned the property and overseen the water resources within the property which is to be the service territory of Town and Country Utilities Company.”

Town and Country Utilities now charges for both the potable and non-potable water that is supplied to residential, agricultural and industrial users. BMXD will be a potable water customer of Town and Country Utilities Company. The Utility has furnished a commitment letter to provide all water for the potable water supply. A copy of the PSC hearing document which includes interlocal agreements between Charlotte County Utility and Lee County Utilities is attached giving more background on the utility and its’ ability to serve BMXD.

During the Public Service Commission certification process, both Charlotte County and Lee County filed objections to Town and Country Utility Company. These objections were subsequently dismissed through adoption of individual settlement agreements between both counties and the utility company. Town and County Utility Company is in the best position to serve BMXD as the unified water provider to the entire Babcock Ranch Community.

Babcock Mixed-Use District

II.3.a.1) PSC Hearing Document

ORIGINAL

Attachment B
Page 1 of 15

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: APPLICATION OF TOWN & COUNTRY
UTILITY COMPANY FOR AN ORIGINAL
WATER CERTIFICATE

Docket No. 981288-WU

**WITHDRAWAL OF OBJECTION OF THE BOARD OF COUNTY
COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, TO THE
APPLICATION OF TOWN & COUNTRY UTILITY COMPANY FOR
AN ORIGINAL WATER CERTIFICATE AND REQUEST FOR
FORMAL HEARING.**

The BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY,
FLORIDA, (hereinafter referred to as the "Board"), hereby files this Withdrawal of
Objection to the Application of Town & Country Utility Company (hereinafter referred to as
"Applicant"), for an Original Water Certificate, and states that:

1. This Withdrawal of Objection relates to the Application of Town & Country
Utility Company for an Original Water Certificate filed October 8, 1998 (hereinafter referred
to as the "Application"), and the Board's Objection to the Application filed November 6,
1998 (hereinafter referred to as the "Objection").

2. The Board is the governing body of Charlotte County, Florida, a county
affected by the Application.

3. On April 13, 1999, the Board and the Applicant entered into a Stipulated
Settlement Agreement wherein the Board agreed to withdraw its Objection to the
Application in the above-referenced Docket, in return for certain terms and conditions

contained in the Agreement, which is attached hereto as Exhibit "A" and incorporated herein by reference.

4. Wherefore, the Board hereby officially withdraws its Objection.

Respectfully submitted,



Martha Young Burton
Assistant County Attorney
Fla. Bar #398179
Attorney for Charlotte County, Florida
Charlotte County Attorney's Office
18500 Murdock Circle
Port Charlotte, FL 33948-1094
(941) 743-1330

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by U.S. Mail to Blanca S. Bayo, F. Marshall Deterding, Esq., Roseanne Gervasi, Esq., Earl Drayton Farr, Esq., Michael P. Haymans, Esq., David Owens, Esq., and Bernard Piawah, Planner IV, Division of Community Planning, this 16th day of April, 1999.


Martha Young Burton

SERVICE LIST

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Bernard Piawah, Planner IV
Division of Community Planning
Florida Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

**STATE OF FLORIDA
BEFORE THE PUBLIC SERVICE COMMISSION**

**In re: APPLICATION OF TOWN & COUNTRY
UTILITIES COMPANY TO OPERATE A WATER
UTILITY IN CHARLOTTE AND LEE COUNTIES,
FLORIDA**

Docket No. 981288-WU

**STIPULATED SETTLEMENT AGREEMENT BETWEEN
CHARLOTTE COUNTY AND TOWN AND COUNTRY
UTILITIES COMPANY**

Charlotte County, a political subdivision of the State of Florida ("Charlotte"), Town & Country Utilities Company, a Florida corporation ("Utilities"), and Babcock Florida Company, a Florida corporation ("Babcock") hereby enter into this Stipulated Settlement Agreement in which Charlotte agrees to and does hereby withdraw its Request for Formal Hearing and its Objection to the Florida Public Service Commission (FPSC) Application for an Original Certificate in Charlotte and Lee Counties, Florida, in Docket No. 981288-WU and shall not otherwise object to or oppose the said certification on the following facts, terms and conditions:

1. On or about October 8, 1998, Utilities filed its Notice and Application for an Original Water Certificate in Charlotte and Lee Counties, Florida, with the FPSC.
2. Babcock owns the property that is proposed for Utilities' water certification, which includes the property known as Telegraph Cypress Swamp.
3. On or about November 6, 1998, Charlotte filed an Objection of the Board of County Commissioners of Charlotte County, Florida, to the Application of Town & Country Utilities Company for an Original Water Certificate and Request for Formal Hearing.

4. On March 2, 1999, the Board of County Commissioners of Charlotte County, by motion and vote, agreed to withdraw its objection to Utilities' Application for Original Water Certificate in said Docket No. 981288-WU before the FPSC upon Utilities and Babcock agreeing to maintain the integrity of the eco-system known as Telegraph Cypress Swamp.

5. Babcock currently measures rainfall and the water elevation of the pool on the upstream (north) side of Big Island Dike at the westerly water control structure for Telegraph Cypress Swamp. Rainfall is measured with a FIT model RG2000-C tipping bucket gauge, and pool levels are continuously recorded with a stage recorder metritape connected to a CR-10 data logger. Utilities and Babcock shall continue to fund and accomplish the monitoring of rainfall and the monitoring of the Telegraph Cypress Swamp pool elevation.

6. Measurement of rainfall and related Telegraph Cypress Swamp pool elevations at the Big Island structure will allow a comparison of related hydrological values to insure protection of the integrity of the Telegraph Cypress Swamp. A copy of rainfall and pool water elevation graphs from 1997-1998 are attached hereto and made a part hereof, and rainfall and pool water elevation graphs will be submitted to Charlotte on an annual basis.

7. Babcock, Utilities, and Charlotte acknowledge and agree that the Telegraph Cypress Swamp eco-system is a significant ecological, recreational, and economic resource, and further agree to use the permitting programs of the South Florida Water Management District ("SFWMD") to help ensure the long term viability and productivity of this resource. Utilities hereby agrees that it shall operate the water utility approved by the FPSC so that its operations shall not adversely affect the integrity of the eco-system known as Telegraph Cypress Swamp.

8. Telegraph Cypress Swamp, Babcock's property, and Utilities' proposed certification area are all within the SFWMD and the Telegraph Cypress Water Management District. Babcock, Utilities, and Utilities' proposed water certification area are subject to rules and regulations concerning the consumptive use of water, which rules and regulations contemplate the effect upon natural systems, including Telegraph Cypress Swamp, of such water use.

9. Babcock and Utilities acknowledge that this Agreement does not waive Charlotte's right to participate in the SFWMD permit process, up to and including possible challenge of any permit issued by SFWMD for consumptive use of water in association with Utilities' operations if Charlotte's Board of County Commissioners believes that such permit fails to adequately address or protect the Telegraph Cypress Swamp eco-system.

10. Babcock and Utilities acknowledge and agree that the mere availability of water and a FPSC-certificated utility will not necessarily provide justification for development approval in eastern Charlotte.

11. The Southwest Florida Regional Planning Council has determined that Utilities' Application for Original Water Certificate in Charlotte and Lee Counties is regionally significant and consistent with adopted goals, objectives and policies of the Strategic Regional Policy Plan.

12. Babcock and Utilities agree that any subdivision approval in Charlotte within Utilities' certificated area as approved by the FPSC will require a Rural Communities Comprehensive Plan designation including a Rural Community master development plan for rural and conservation areas located outside the Urban Service Area, which designation shall be created by large scale plan amendment consistent with objective 2.7 (Rural Community) of the 1997-2010 Future Land Use

Element, or other appropriate and acceptable Future Land Use Map designation consistent with the Goals, Objectives, and Policies of the Charlotte County Comprehensive Plan.

13. This Agreement shall be binding upon the parties and their representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30th day of April 1999.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By M. V. Horton
Mac V. Horton, Chairman

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-officio
Clerk to the Board of County
Commissioners

By James P. Ricketts
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Renee Francis Lee
Renee Francis Lee, County Attorney
NB

ATTEST:

By Earl Drayton Ferr, Jr.
Earl Drayton Ferr, Jr., Secretary

BABCOCK FLORIDA COMPANY

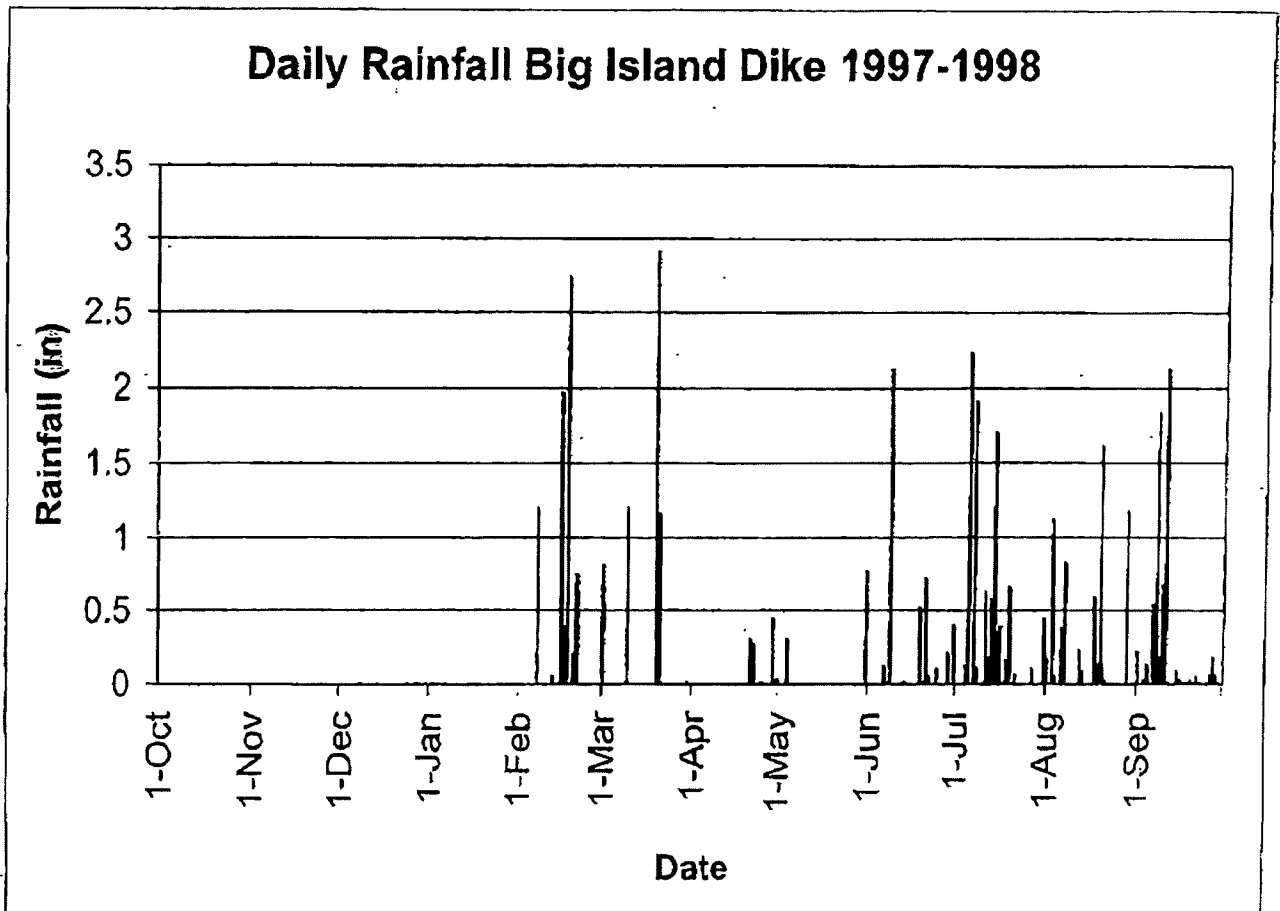
By Richard S. Cuda
Richard S. Cuda, President

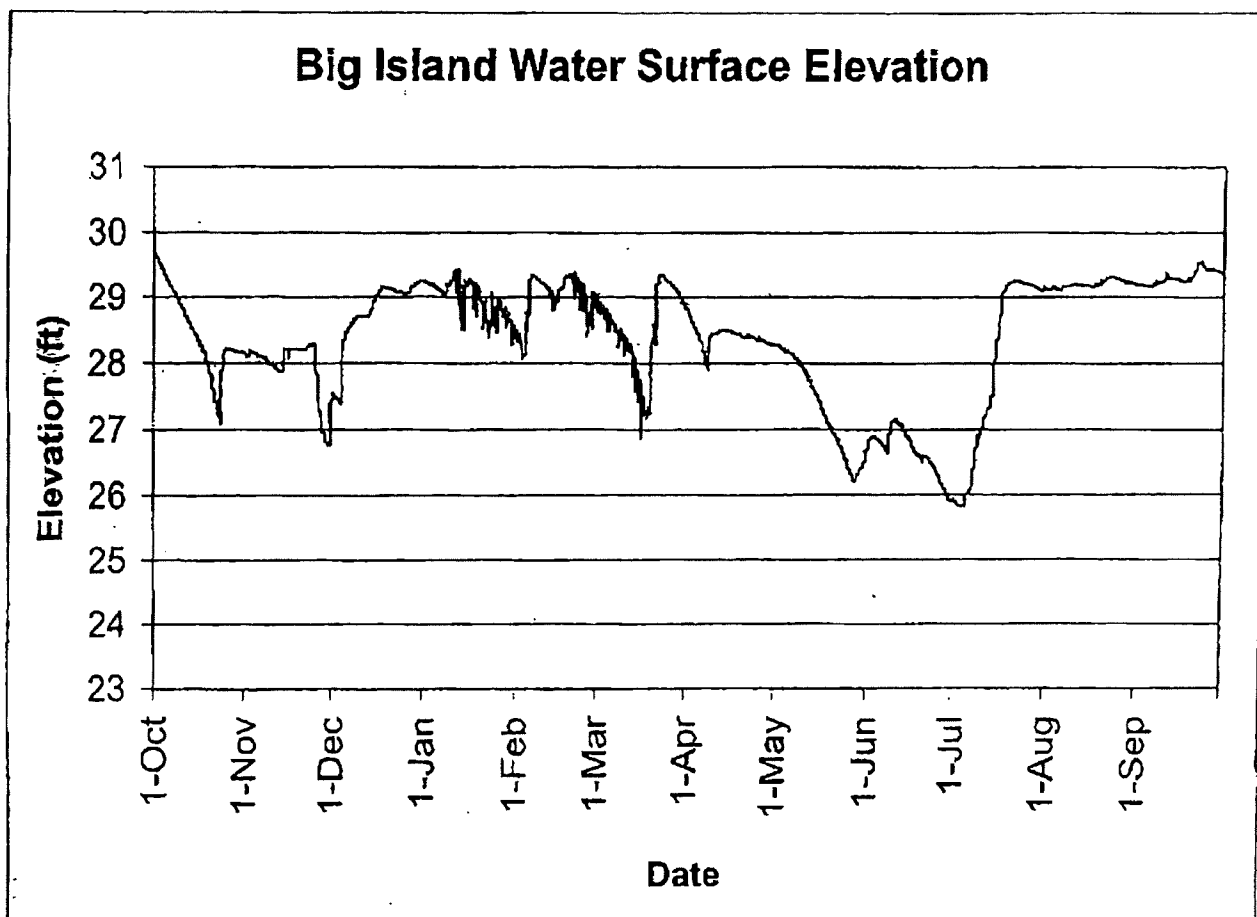
ATTEST:

By Richard S. Cuda
_____, Secretary

TOWN & COUNTRY UTILITIES COMPANY

By Richard S. Cuda
Richard S. Cuda, President





BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Town and Country)
Utilities Company to operate a water)
utility in Charlotte and Lee Counties,)
Florida)
_____)

DOCKET NO. 981288-WU

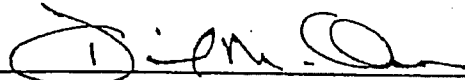
WITHDRAWAL OF OBJECTION

The Board of County Commissioners of Lee County, Florida (the "Board"), hereby files this Withdrawal of Objection to the Application of Town and Country Utilities Company ("Applicant") for an original water certificate, and in support hereof states as follows:

1. This Withdrawal of Objection relates to the Application of Town and Country Utilities Company for an original water certificate filed October 8, 1998 (the "Application") and the Board's Objection to that Application filed on November 4, 1998 (the "Objection").
2. The Board is the governing body in and for Lee County, Florida, a political subdivision of the State, and a County affected by the Application.
3. On May 25, 1999, the Board and the Applicant entered into a Stipulated Memorandum of Agreement ("M.O.A.") wherein the Board agreed in settlement with the Applicant, to withdraw its Objection to the Application in the above-referenced docket in return for certain terms and conditions as contained within the M.O.A., a certified copy of which is attached hereto as Exhibit "A" and incorporated herein.

WHEREFORE, in consideration of the above, the Board hereby officially withdraws its Objection to the Application of Town and Country Utilities Company.

Respectfully submitted this 2nd day of JUNE, 1999, by:



David M. Owen
Assistant County Attorney
Florida Bar No. 380547
2115 Second Street, 6th Floor
Post Office Box 398
Fort Myers, Florida 33902-0398
(941) 335-2236

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished by facsimile and regular U.S. Mail to the following on this 2nd day of JUNE, 1999.

F. Marshall Deterding, Esq.
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

Rosanne Gervasi, Esq.
Legal Division
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0873

James F. Garner, Esq.
Pavese, Garner, Haverfield, Dalton,
Harrison & Jensen
1833 Hendry Street
Fort Myers, Florida 33902-1507

Donna Clemons, Esq.
Legal Division
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0873

Babcock Mixed-Use District

II.3.b.1) Topographic Map – Map 12

Babcock Mixed-Use District

II.3.b. Drainage and Surface Water Management Analysis
(IV.B.2.c)

BABCOCK MIXED USE DISTRICT

DRAINAGE/SURFACE WATER MANAGEMENT ANALYSIS:

1. Location – Lee and Charlotte County

Babcock Ranch Community encompasses approximately 17,890 acres in Northeast Lee County and Southeast Charlotte County. 4,157.2 acres are within Lee County, the remainder is in Charlotte County. The northern boundary of the community is just north of Tucker's Grade and then the boundary moves southeast and south along the west side of Telegraph Swamp. The southern boundary turns west and follows a stairstep fashion until it reaches the southwest corner of the property at the intersection of S.R. 31 and County Road 78. The boundary then goes north along S.R. 31 to near the intersection of S.R. 31 and Tucker's Grade. There is a fairly substantial piece of land that is state owned between Hercules Grade and Tucker's Grade along S.R. 31 referred to as the Curry Lake Area due to a large seasonal pond by that name that is on that property. The Water Management Map shows these features.

2. Topography

The general topography of this area ranges from a high of approximately 37-ft. NGVD 1929 north of Tucker's Grade to just less than elevation 10 ft. NGVD along County Road 78 at the south end of the property. The Topographic Map illustrates this well (see Map 12). The drop in elevation from north to south is not constant. The Charlotte County portion of the community decreases in elevation at a rate of about two feet per mile. Land slopes in Lee County are steeper with an average of about seven feet per mile. This northern area has a higher percentage of wetland ponds and sloughs whereas the steeper southern portion has smaller isolated ponds for wetlands and well-defined streams.

The upper ends of the streams are sloughs or broad pond areas. North of the Babcock Mixed Use District (BMXD) is the headwater area for Trout Creek, known as Curry Lake. This is a broad shallow pond area that exhibits heavy amounts of wetland vegetation while the majority of the surrounding vegetation is upland. It is the focal point in the western portion of lands purchased by the State of Florida where a large percentage of the vegetation is uplands. Water flows from this area south through the Curry Lake Canal/Trout Creek System down to the main part of Trout Creek in Section 9, which is at the south end of the BMXD. Owl Creek is the prominent water management feature in the southwest corner of the BMXD. There is a small portion of the Owl Creek Watershed within the BMXD and Telegraph Cypress Water Management District. This stream is well defined with steep banks and relatively high slopes. There is very little of the Babcock Ranch that goes directly into Owl Creek. A branch of Owl Creek picks up another portion of the Ranch. To the east of Trout Creek, and a tributary to Trout Creek within the Ranch and adjacent property owned by Benderson (Argo Ranch) is a watercourse known as Stricklin Gully. This travels east from Trout Creek, through Argo Ranch, and then turns north into the BMXD. The gully quickly changes into a wetlands slough system, predominantly isolated ponds connected by overflow areas as it works its way northward into the community.

3. Land Use

In between these watercourses are a large number of farm fields. A Farm Field Map is included for ease of reference (see Map 13). These fields are either in pasture or a higher level of farming activity such as sod, fruit or vegetables. About 30 percent of the community is in some type of agricultural operation other than range cattle grazing that requires tilling the land. There are well-defined fields that are in different states of operation over this area. Only a small percentage of these fields, at the southern end, have been developed recently and have modern stormwater detention facilities. The majority of the fields operate under the original operations permit issued by South Florida Water Management District in 1980 or temporary agricultural use permits. These fields can be farmed in a multitude of ways so long as a discharge pump is not used to remove stormwater during the wet season, or any other time of the year. Irrigation pumps and wells are allowed in this area. (The only prohibition on the management of water is to remove the water by pumps.) Gravity discharge from the area is the only means available to the farmers. Even with this restriction, there are many fields that are well drained by the natural and man-made watercourses so these fields do receive truck crop cultivation on a regular basis.

4. Hydrology

Discharges from this property have been modeled in several different efforts. One of the earlier efforts was by Rene Beccat, working for Johnson Engineering, Inc. in the mid 1970s. This work was used in the early permitting a few years later and was done in conjunction with the establishment of the weirs in Telegraph Cypress at the north end and at the Big Island Structures. Runoff rates lower than this initial work were established later through permitting and subsequent modeling efforts in the Lee County Surface Water Master Plan. The current rate of runoff from this property by permit is 39 cubic feet per second per square mile (csm). All of the permitting work that has been done recently for design of stormwater management systems has been based on the 39 csm. This is an average rate across the site. It is easily shown that in the area of steep slope at the south extreme end of the community, runoff rates are much higher.

Much of the BMXD is above the mapped Federal Emergency Management Agency (FEMA) 100-year floodplain as currently mapped. The southwest corner near Owl Creek and an area along Trout Creek are exceptions to this. These areas together total less than 100 acres. The remainder of the community is in Zone D or X or remains unmapped. This information is included on the Floodplain Map (see Map 14).

There is an effort being conducted that will update the FEMA maps for Lee County. It is anticipated that the draft maps will be available this calendar year. An addition to the 100-year floodplain in the portion of Lee County not mapped earlier is also shown on Map 14. This will increase the area inside the 100-year floodplain by about 1,100 acres. Much of this area is planned to have limited development.

5. Permitting

Water management permitting began in 1980 on the ranch with the receipt of the operation permit from South Florida Water Management District (SFWMD). It is permit number 08-

00004-S. The original permit included all works that existed at that time. The major ones included the North Structure, Main Big Island Structure, Middle Big Island Structure, East Big Island Structure, Big Island Dike, Big Island Canal, South Lightered Canal and a large number of farm fields. There was not a detailed list of culverts or minor ditches included in the permit. These were accepted, but not cataloged. Structures within the BMXD or adjacent to it are shown on the Water Management Map (Map 15).

There have been four major modifications and some minor modifications to the permit. The first modification came in 1984. It added about 2,400 acres of farm fields and 1,200 acres of detention areas for these fields. The fields were located in the south and southeastern portions of the ranch. The fields and their detention dikes were constructed over several years as the need for additional lands for truck crop farming arose. Fields that are a part of this modification and are in South Pasture Area include O, P, Q and R. Each field has individual detention provided.

A few years later a modification to the permit was requested to provide detention for some fields that were in existence in the eastern part of the ranch prior to the 1980 permit, and did not have detention. The permit for additional detention was approved and the farm fields have been available for operation since that approval. None of these fields are in South Pasture Area within the BMXD.

In 1991, SFWMD requested a permit modification to show that detention was available for the existing farm fields. This also was based on a third party complaint. Initially review was done to incorporate all fields that did not have specific detention. This included the fields that were not a part of the 1984 and 1989 modifications. It soon became apparent that the areas south of Hercules Grade and west of Telegraph Cypress Swamp would not have sufficient storage to meet current standard without building detention storage facilities. It could be shown that areas to the north had adequate storage upstream of the control structures for Curry Lake and Telegraph Swamp. This modification was granted in May 1993 following a Chapter 120 hearing as requested by a third party. Fields south of Hercules Grade and west of Telegraph Swamp could still be farmed if the discharge of stormwater is by gravity. Irrigation needs can still be supplied by pumps to obtain water for the fields. The use of no pumps is only for the stormwater discharge. Fields that have detention and are inside South Pasture Area include all or part of 43, 44, 53, 54, 57, 58, 75, 76, 77 and 96. The detention for these fields is to be provided by storage available in Curry Lake or Telegraph Swamp. None of these fields are in the BMXD.

An expansion of the farmable land in the southwest portion of the ranch that had detention was begun in 1994. This effort had several changes during the permitting period and was therefore not finalized until 2000. This permitting provided detention for existing fields 30, 140 and 141 that are in South Pasture Area. The detention has not been constructed at this time. These fields are in the BMXD and can only be farmed using gravity drainage.

A separate permitting track through the Florida Department of Environmental Protection (FDEP formerly known as the Florida Department of Environmental Regulation) and United States Army Corps of Engineers has been followed for a mine that is also in South Pasture Area. The FDEP permit covers the western half of Sections 29 and 32 with all of Sections 30 and 31.

An Excavation permit was issued by Charlotte County for the mine area in 1981 with and expiration in 2001. This permit has been renewed. It also includes the same area as the FDEP permit. None of the mining is in the BMXD.

6. Existing Facilities

Near the south end of Telegraph Swamp are the Big Island Structures. There are three water control structures in a dike that is about two miles long. The western structure is also called the Main Structure and is within the Charlotte County portion of Area 6. It is a 100-foot crest length and has two, 2.5'x4' bottom opening gates, one on each side of the weir. The crest elevation of this weir and the other two weirs is 29.0 ft. NGVD. The middle Big Island Weir is 100 ft long and has five gate openings that allow control of water as much as three feet below the crest. The East Big Island Weir is approximately 200 ft. long and had eight gated openings similar to the Middle Structure. The Middle and East Structures are also outside the BMXD.

Prior to the Plan of Reclamation for Telegraph Cypress Water Management District, there were many features on this site that provided water management controls. One major feature is a north/south conveyance. It is the Big Island Canal, which connects the Telegraph Swamp north of Big Island Dike to the Telegraph Creek to the south. This canal was dug to provide better conveyance of water and is outside the BMXD. For the most part it was dug in an upland area rather than constructing it through the middle of the Telegraph Swamp.

Waters leaving the three control structures at Big Island Dike travel in several different routes. The westerly most has already been discussed and that is the Big Island Canal. The Middle and East weirs contribute flow to several outfalls. Since these are outside the BMXD they are not discussed here. The Curry Lake Canal is located in the BMXD. This is a conveyance that runs parallel to the southern portion of Trout Creek and provides similar conveyance enhancements, as does Big Island Canal for Telegraph Creek, but is much smaller than its counterpart in the Telegraph Basin. All of these features were built prior to the Chapter 298 Plan of Reclamation for this area.

The water management system of the ranch crosses in and out of Area 6 both within Lee County and Charlotte County. Easements were established at the time of closing in the sales to the State of Florida and Lee County to allow both the seller and the purchasers to access for operation and maintenance if the underlying owner does not provide what is necessary.

7. Telegraph Cypress Water Management District

The Telegraph Cypress Water Management District (TCWMD) operates under Chapter 298 of the Florida Statutes. The role of the TCWMD is to operate and maintain the surface water management facilities within the district boundaries. Payment for this is through an annual assessment. South Florida Water Management District retains the oversight and permitting responsibilities within TCWMD just as it does in other areas of eastern Charlotte County. TCWMD is not a regulatory agency for Environmental Resource Permits or other permits. With the purchase of the majority of the ranch by the State of Florida and Lee County, the boundaries of TCWMD will be constricted to include only Area 6.

8. Proposed Facilities

The total area within Babcock Mixed Use District (BMXD) in Lee County is 4,157.2 acres. The area to be developed is about 1,290 acres within Lee County. The allowable discharge has been established at a rate of 39 csm as discussed above. The total-peak runoff rate from the developed site would be no more than 78 cubic feet per second (cfs). The density, intensity and type of development will alter the amount of detention required to meet this allowable discharge limitation, but will not change the allowable discharge. It is estimated on a preliminary basis that about 860 acre-feet of volume would be required to provide the attenuation to meet the above peak rate. This would translate into a combination of lakes and wetlands totaling between 280 acres and 350 acres. The range of area needed is affected by configuration and depth of storage. The depth of storage is affected by wetland health maintenance, land slope, depth to the wet season water table, fill depths, etc. The proposed lakes are just over 78 acres combined with almost 269 acres of created marsh that will provide 347 acres of water management. The land slopes will require intermediate control structures within the water management systems so that the downstream areas do not receive a disproportionate share of the runoff.

The final outfall structures will be placed to deliver water to similar locations as it is delivered to under the existing conditions to maintain flow patterns. The modification to the community to incorporate a modern water management system in place of the uncontrolled gravity release from many of the farm fields should decrease the peak rate of runoff delivered to the downstream properties. For those areas already served by detention and control structures, there should be no change to the peak rate of runoff.

A discussion with SFWMD staff confirmed that the allowable discharge would remain the same. There would be the need for a permit modification or a new permit for the land use change. The new rules for the lower west coast area are anticipated to be complete within the next year and would be applied to any portion of this project not yet permitted. The new rule would require additional best management practices to be incorporated into the system. All other rules of design would be the same for this community as any other permit for similar types of land uses.

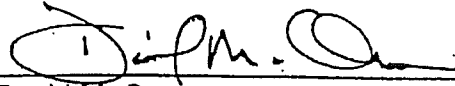
Under the Permitting section above there is discussion about some of the fields having storm water discharge pumps. It is not anticipated that pumps will be used for this project to discharge storm water from within the developed areas to a detention area. Although not planned at this time, a pumped system might be considered for wetland restoration if a gravity source of water is deemed not practical.

9. Level of Service

The existing facilities that are under the original permit have varying levels of service that have not been quantified. The areas under permit modifications received since 1984 met the current standards of that time for water quality, quantity attenuation and flood control. The most recent permit modification provides water quality for the 2.5'-one hour storm, attenuation for the

25 year-3 day storm and flood protection from the 100 year-3 day event. Since this was an agricultural system with pumps, the gravity detention system was only allowed to rise a maximum of 0.5 feet above the 25 year-3 day stage. All proposed works will follow the current SFWMD requirements as a minimum. These are 1.5" of detention or 3.75" times the impervious area for water quality, the five year-1 day event for minimum road centerline elevations, the 25 year-3 day event for allowable discharge control and the 100 year-3 day event for finish floor elevation determination and historical basin storage.

Blanca S. Bayó, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0873



David M. Owen
Assistant County Attorney
Florida Bar No. 380547
2115 Second Street, 6th Floor
Post Office Box 398
Fort Myers, Florida 33902-0398

MEMORANDUM OF AGREEMENT

COME NOW, on this th~~25~~ day of ~~May~~, 1999, Town and Country Utilities Company (hereinafter "Town and Country" or "Utility"), a Florida corporation, and Lee County, Florida (hereinafter the "County"), a political subdivision of the State of Florida, collectively the "Parties", and enter into this Memorandum of Agreement, and in support thereof state as follows:

WHEREAS, Town and Country has filed an Application with the Florida Public Service Commission (hereinafter the "Commission") for a certificate to operate a water utility in Lee and Charlotte Counties, Florida; and,

WHEREAS, the County has filed a timely objection with the Commission to the proposed certification of the Utility lying within Lee County; and,

WHEREAS, the Parties now wish to enter into an Agreement which will allow Town and Country to move forward with its proposed certification of a water utility in Lee County, to include development by the Utility of water resources which may enable it to provide bulk, raw fresh water service to the County, while at the same time insuring that the County will be provided the opportunity to provide potable water services in the County's portion of the proposed service territory of Town and Country as those needs arise therein.

NOW THEREFORE, in consideration of the mutual Agreements and undertakings outlined herein, the Parties agree as follows:

1. The County will withdraw its Objection to Certification of Town and Country as a water utility by the Florida Public Service Commission within fourteen (14) business days from execution of this Agreement by both Parties.

2. Town and Country will proceed with the permitting, testing and analyses

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5-25-99

necessary to determine its ability to deliver bulk, raw fresh water to the County of sufficient quantity and quality as may be further determined and agreed upon by the Parties. It is the intention of the Parties to evaluate whether Town and Country can make available for a reasonable consideration, sufficient quantities and quality of bulk, raw fresh water from within Lee County to satisfy the County's need for such service, as such needs may arise. To enable the County to receive such services, and at the County's sole election, the Parties may undertake negotiations for a formal Agreement for the provision of such services upon notice from the utility of its completion of the preliminary testing and analyses which will analyze and determine such availability to the County.

3. The County and the Utility agree that as the need for central potable water service arises within the certificated service territory of the Utility, the Parties will investigate cooperatively to determine whether the Utility or the County is in the best position to provide such service in the public's interest. To the extent that it is determined that the County is in a better position to provide such potable water services to County customers within the proposed Town and Country service area, Town and Country agrees to file an Application with the Commission to amend its certificated service area to remove those areas where the County is in a better position to provide such services.

WHEREFORE, Town and Country Utilities Company and Lee County enter into this Agreement in order to memorialize the Parties' responsibilities, obligations and intentions with regard to one another and for the provision of potable and non-potable water service(s) in and around the proposed water service territory of Town and Country Utilities Company.

TOWN AND COUNTRY UTILITIES COMPANY

(Corporate Seal)

By: Richard S. Cuda
Richard S. Cuda, President

STATE OF ~~FLORIDA~~ xxxx) (Connecticut)
COUNTY OF LEE) (Hartford)

The foregoing instrument was acknowledged before me this 26th day of May, 1999, by Richard S. Cuda, President of Town and Country Utilities Company, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced himself as identification.

Joyce L'Esperance
Print Name Joyce L'Esperance
Notary Public
State of ~~Florida~~ at Large (Connecticut)
My Commission Expires

JOYCE L'ESPERANCE
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2003

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Patricia Ferguson
Deputy Clerk

By: Ray Judal
Chairman

State of Florida
County of Lee

I, Charlie Green, Clerk of the Circuit Court for Lee County, Florida, do hereby certify this document to be a true and correct copy of the original document filed in the Minutes Department.

Given under my hand and official seal at Fort Myers, Florida, this 2nd day of June, A.D. 1999

CHARLIE GREEN, CLERK

By: Patricia Ferguson
Deputy Clerk

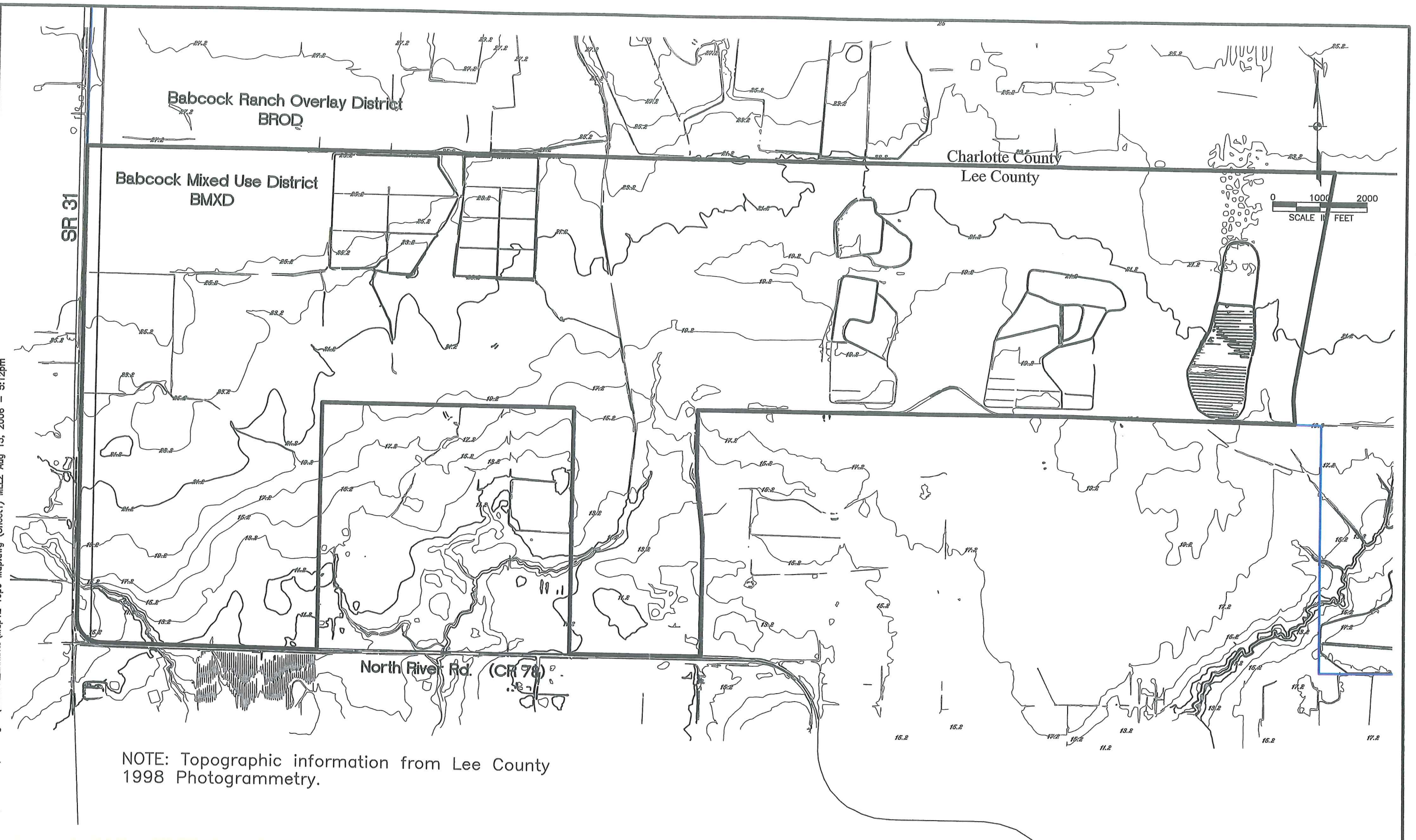
TOWN.COU

APPROVED AS TO FORM:

By: [Signature]
Office of the County Attorney

3

N:\20066201\WaterMgmt\LeeCPA_Exhibits\Map12 Topo Map.dwg (Sheet1) MILL2 Aug 15, 2006 - 5:12pm



NOTE: Topographic information from Lee County
1998 Photogrammetry.

Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.



BABCOCK MIXED USE DISTRICT
TOPOGRAPHIC MAP
MAP 12
July 24, 2006



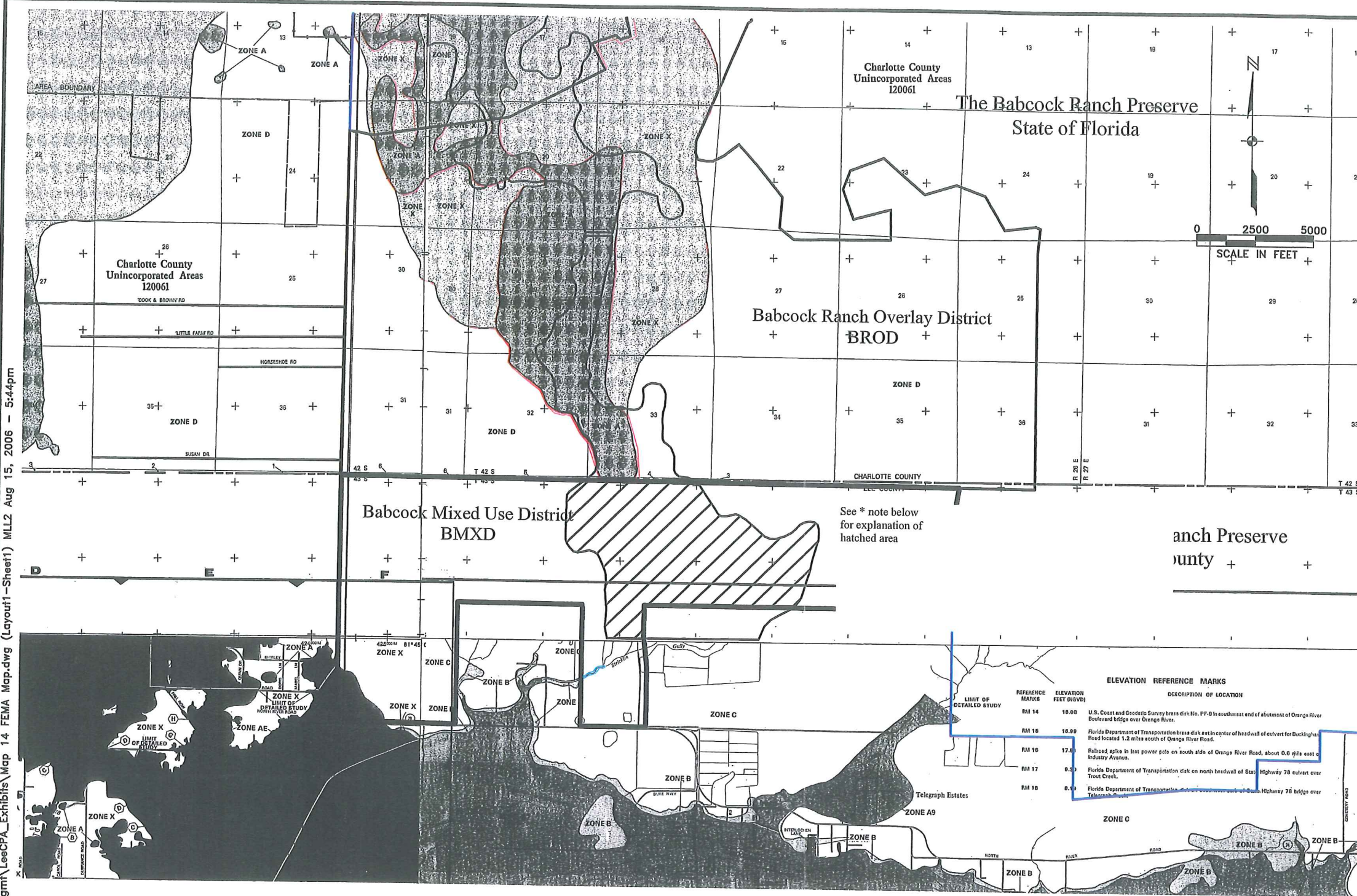
Babcock Mixed-Use District

II.3.b.2) Farm Field Map – Map 13

Babcock Mixed-Use District

II.3.b.3) Flood Zone Map – Map 14

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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.

Boundary 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.

Elevation symbols:

- Base Flood Elevation line and value; elevation in feet* (EL 987)
- Base Flood Elevation value where uniform within zone; elevation in feet* (EL 987)

***Referenced to the National Geodetic Vertical Datum of 1929**

Other 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

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.

Babcock Ranch

A SHARED VISION. A SHARED COMMITMENT.



BABCOCK MIXED USE DISTRICT
FLOOD ZONE MAP
MAP 14
July 24, 2006



Babcock Mixed-Use District

II.3.b.4) Water Management Map – Map 15