



June 25, 2013

Mr. Brandon D. Dunn, Senior Planner  
Lee County Division of Planning  
1500 Monroe Street  
Fort Myers, FL 33902-0398

Dear Mr. Dunn:

RE: CPA2012-00001 and DCI2013-00003

I was one of two River Hall residents elected to the River Hall Community Development District Board of Supervisors (CDD) in November 2012. The remaining three seats on the CDD are held by GreenPointe owners and/or employees, including Grady Miars, who is chairman of the CDD. As I am sure you are aware, Mr. Miars is also both part owner and President of GreenPointe Communities, LLC.

Some River Hall residents received a letter from Morris Depew outlining what GreenPointe Communities is hoping to accomplish with the Comprehensive Plan and Planned Development Amendments referenced above. I believe you have a copy of the letter.

The second paragraph of the letter states that GreenPointe Communities, LLC, as representative of the owners of River Hall, received authorization from, among others, the CDD, "to undertake the Comprehensive Plan and Planned Development Amendment". Included in the file for the amendments in River Hall is an affidavit titled: PART I – AFFIDAVIT A2 (Exhibit PH-1.B.2). A copy is enclosed. The affidavit was signed on January 4, 2013 by Grady Miars, as Chairman of the CDD. There may be a problem with the validity of that document, if that is the authorization from the CDD that is referenced by the Morris Depew letter.

I asked the CDD's manager to provide me with the minutes of the meeting at which the CDD's authorization was granted. She replied that no minutes existed, since there was no meeting held to vote on providing that authorization. Therefore, Mr. Miars "did not" receive authorization from the CDD, with a formal vote, to sign the form giving GreenPointe Communities authorization to undertake the amendments. Consequently, the authorization to GreenPointe actually came from GreenPointe, through one of its owners, Grady Miars.

The CDD attorney informed me that no vote was necessary since the authorization was ministerial. Therefore, Mr. Miars could provide that authorization without CDD approval. I wholeheartedly disagree. As an attorney, I am aware that Florida law states that a ministerial act leaves no room for discretion, where the performance being required is directed by law. That is most certainly not the case in this situation.

The CDD's actions are not ministerial. As a matter of fact, it has a great deal of discretion in how it conducts its business. That includes whether it would either agree with, or oppose, at a public meeting, the requested amendments to the comprehensive plan and the zoning, especially since the proposed amendments will impact the infrastructure of the CDD. That impact could prove detrimental to both the CDD and the residents it represents. As it stands, the CDD did not have the opportunity to hear from the

residents, discuss the matter openly, and vote on it at a public meeting. There is no doubt that if the matter had been brought before the CDD for a vote, I would have voted against it.

What is even more troubling about the authorization is that it was signed on January 4, 2013, almost two months after the new members were elected. Unfortunately, the December 2012 meeting was unilaterally cancelled by Mr. Miars, and there was no scheduled meeting in January. It would have been very easy to hold the regularly scheduled December 2012 meeting and place the matter on the agenda to be discussed openly. In addition, a special meeting could have been called to discuss the issue. As a matter of fact, three regularly scheduled meetings were unilaterally cancelled by Mr. Miars following the November 2012 election. Therefore, the first time the new CDD met was in April 2013, five full months after the election.

The residents were not notified of the proposed amendments until the January 15, 2013 HOA meetings, which were postponed from December 2012. Why the form was signed without formal authorization from the CDD, at a public meeting, two weeks before GreenPointe Communities chose to disclose to the residents what it is trying to accomplish, is a question that should be answered. In addition, the Morris Depew letter is the only written communication sent by the developer, to the residents, concerning the changes. That letter was received in late May or early June by some, but not all residents. The point is that the residents were kept in the dark until the process was well underway.

Finally, I do not know the legal ramifications of the fact that Mr. Miars did not receive formal authorization from the CDD to sign the form. Nevertheless, I respectfully request that the process be halted, and hearings delayed, until the issue is clarified. I also request that the matter be forwarded to the County Attorney for review to determine what actions, if any, should be taken.

Sincerely,



Paul D. Asfour  
17131 Easy Stream Court  
Alva, FL 33920  
239-693-6131

cc: Alvin Block

Enclosure

PART 1 - AFFIDAVIT A2  
(EXHIBIT PH-1.B.2)

AFFIDAVIT FOR PUBLIC HEARING  
APPLICATION IS SIGNED BY A CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.),  
LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

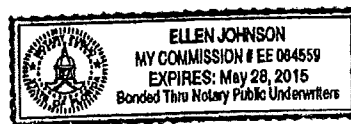
I, Graydon E. Miars, as Chairman of the River Hall Community Development District, swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

River Hall Community Development District  
\*Name of Entity (corporation, partnership, LLP, LC, etc.)

[Signature]  
Signature  
  
\_\_\_\_\_  
Chairman  
(title of signatory)

\_\_\_\_\_  
Graydon E. Miars  
(Typed or printed name)



STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 02/04/13 (date) by Graydon E. Miars (name of person providing oath or affirmation), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]  
Signature of person taking oath or affirmation

Ellen Johnson  
Name typed, printed or stamped

\_\_\_\_\_  
Title or rank

\_\_\_\_\_  
Serial number, if any

\*Notes:

- If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.
- If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."
- If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.
- If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.
- If the applicant is a trustee, then they must include their title of "trustee."
- In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.

EXHIBIT PH-2.B.1  
DISCLOSURE OF INTEREST FORM FOR: