

DRAFT

draft04/24/2014

FREEMAN DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter, "Agreement") is entered into this ____ day of _____ 2014, by and between:

LEE COUNTY, a political subdivision and charter county of the State of Florida (hereinafter "County"), having its principal office at 2115 Second Street, Fort Myers, FL 33901; and

BRIAN S. FREEMAN, the duly qualified and acting Personal Representative of the Estate of Jeffrey B. Freeman (hereinafter, "Freeman"), whose address is 4245 Fowler Street, Fort Myers FL 33901.

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

WHEREAS, the County has adopted Chapter 2, Article III of the County's Land Development Code (LDC") to enable the County to implement the provisions of the Act; and

WHEREAS, Freeman owns approximately 394+/- acres of land located in Lee County, said property being legally described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter, "the Property"); and

WHEREAS, on September 30, 2011, Freeman filed an application with the County for a comprehensive plan amendment (hereinafter, "CPA") to the Lee County Comprehensive Plan ("Lee Plan") requesting that the Future Land Use Map ("FLUM") designation for the Property be changed from Rural and Wetlands to Outlying Suburban and Wetlands; and

WHEREAS, the CPA provides for an increase in residential density and commercial intensity for the Property, the exact parameters for which will be determined through the planned development rezoning process at some point in the future; and

WHEREAS, Freeman desires to enter into this Agreement to commit to certain improvements both within and outside the Property, which improvements will be of benefit to both the Property and the general public; and

WHEREAS, the County conducted two public hearings on _____, 2014, and _____, 2014, prior to entering into this Agreement, both of which were properly noticed by publication in the News-Press and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

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

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

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

3. Ownership. Freeman represents that he is the fee owner of the Property and as such may lawfully enter into this Agreement.

4. Proposed Development of the Property. Proposed Development of the Property will comply with the following:

A. A maximum of 1122 residential dwelling units and customary accessory uses and structures may be developed on the Property. The final residential density for the project will be determined in accordance with Table 1(a) of the Lee Plan during the Planned Development ("PD") rezoning process based upon the approved wetlands jurisdictional determination ("JD") and environmental resource permit ("ERP") issued by the South Florida Water Management District ("SFWMD"). If the ERP has not been issued prior to consideration of the PD rezoning for the Property by the County, the maximum density for the PD will be established based upon proposed impacts to the jurisdictional wetlands that are identified in the PD, with the final maximum density being subject to reduction based upon the final approved ERP. In no event will the allowed density exceed 1122 residential dwelling units.

B. Non-residential development, limited to commercial and office development not to exceed 20,000 sq. ft. may be developed on the Property.

C. Pursuant to LDC Section 34-2175, no building shall be more than seventy-five (75') feet in height, as measured pursuant to the LDC. Final height limitations will be established through the PD rezoning process.

5. Consistency with Comprehensive Plan. As permitted by the CPA, the County finds that the Proposed Development for the Property set forth above is consistent with the Lee Plan and Lee County land development regulations. Development of the Property will continue to be subject to review for consistency with the Lee Plan as it proceeds through the PD rezoning and development order review processes.

6. Public Facilities. The following public facilities will serve the Proposed Development on the Property:

- a. Potable Water: Potable water will be supplied by Lee County Utilities and is presently adequate to serve the Proposed Development.
- b. Sanitary Sewer: Wastewater services will be provided by Lee County Utilities and is presently adequate to serve the Proposed Development.
- c. Solid Waste: Solid waste service will be provided by the hauler franchised by the County and the Lee County waste-to-energy facility, and is presently adequate to serve the Proposed Development.
- d. Drainage: Drainage will be provided in accordance with the ERP to be issued by the SFWMD, which will be adequate to serve the Proposed Development.
- e. Fire and Rescue: Fire control and rescue services will be provided by the South Trail Fire and Rescue District, and EMS will be provided by Lee County Public Safety. Such services are adequate to serve the Proposed Development.

7. Development Permits Needed for Proposed Development. A description of all governmental permits needed for the Proposed Development is set forth below:

- South Florida Water Management District Environmental Resource Permit
- South Florida Water Management District Water Use Permit (dewatering)

South Florida Water Management District Water Use Permit
(irrigation)
Lee County Planned Development rezoning
Lee County Development Orders
Lee County Building Permits
FDEP Wastewater Permit
LCDOH Potable Water Permit
Lee County Vegetation Removal Permit
FDEP NPDES NOI/SWP3
ACOE Permit, if necessary

The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve Freeman of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

8. Freeman's Commitments and Obligations. Freeman will provide for the following improvements and facilities, in accordance with the following terms, conditions and requirements. Freeman's obligation to undertake the following commitments and improvements is expressly contingent upon and may not be enforced by the County until a PD rezoning acceptable to Freeman is approved for the Property.

A. Reservation and Conveyance of Right-of-Way for Three Oaks Parkway:

1. The Master Concept Plan approved as part of the PD rezoning will reserve the right-of-way for Three Oaks Parkway along the approximate alignment and in the width shown on Exhibit "B" attached hereto and incorporated herein by reference.

2. Prior to issuance of the first residential building permit for the Property, Freeman will convey to the County the right-of-way for Three Oaks Parkway that has been reserved on the Master Concept Plan adopted as part of the PD rezoning. Conveyance will be in accordance with the requirements of LDC Section 2-275(a)(3)b. Upon acceptance of the deed for the right-of-way, the County will issue road impact fee credits in the full amount of the value of the right-of-way pursuant to LDC Section 2-275(a)(4). In the event that road impact fees are repealed, rescinded, invalidated, or replaced with an alternative form of transportation fee prior to the issuance of the first residential building permit for the Property, the obligation to convey the right-of-way described in this paragraph will be nullified unless the County has adopted an alternate transportation fee that is assessed against the Property and provides credits for the right-of-way that can be used by Freeman to pay or offset the alternate fee on a dollar-for-dollar basis.

B. Construction of Staged Access Improvements: Up to the

construction of 290 residential dwelling units and all non-residential square footage, Freeman may utilize a single access point for the Property onto Fiddlesticks Boulevard as shown on Exhibit "C," attached hereto and incorporated herein by reference. After construction of 290 dwelling units, a second access must be provided at the southern boundary of the Property onto Three Oaks Parkway as shown on Exhibit "C." Unless previously done by others, Freeman will be responsible for all costs of design, permitting, and construction of the connection, including the bridge or culvert across the canal at the southern boundary to connect to Three Oaks Parkway. Freeman will be entitled to road impact fee credits for the full costs of construction of the connection to Three Oaks Parkway and any other portion of Three Oaks Parkway constructed by Freeman to County specifications, in accordance with LDC Section 2-275. In the event that road impact fees are repealed, rescinded, invalidated, or replaced with an alternative form of transportation fee prior to the issuance of the first residential building permit for the Property, the obligation to construct the improvements described in this paragraph will be nullified unless the County has adopted an alternate transportation fee that is assessed against the Property and provides credits for the construction of the improvements that can be used by Freeman to pay or offset the alternate fee on a dollar-for-dollar basis.

C. Surface Water Flowway Connection: As part of the PD rezoning, Freeman will provide a drainage plan ("drainage plan") acceptable to the County's Department of Natural Resources ("DNR") to re-establish water flows northerly through the Property for ultimate discharge to the Six Mile Cypress Slough basin. The drainage plan will specifically address and be consistent with Lee Plan Objectives 60.5 and 61.2 and policies thereunder (as may be modified or renumbered at time of PD review). Provided the drainage plan is approved for an ERP by the SFWMD, the drainage plan will be incorporated into and implemented through the Lee County development order for the Property. In the event the drainage plan is not permitted for an ERP by the SFWMD, DNR will cooperate and negotiate in good faith with Freeman and the SFWMD to agree on an alternative drainage plan acceptable with Freeman that will receive an ERP and be incorporated into the Lee County development order for the Property. In the event Freeman and DNR cannot agree on an alternative drainage plan, Freeman may seek review of this requirement before the Board of County Commissioners of the County or may avail itself of any other remedies provided in this Agreement.

9. Applicable Regulations. Pursuant to Section 163.3233, Florida Statutes, the Proposed Development within the Property shall be subject to the County's land development regulations and policies governing development as of the Effective Date of this Agreement. The County may apply subsequently adopted regulations and policies only in accordance with Section 163.3233(2), Florida Statutes.

10. Duration of Agreement. This Agreement shall remain in full force

and effect for thirty (30) years from its Effective Date unless terminated earlier as provided in Paragraphs 11 and 12 of this Agreement. The duration of the Agreement may be extended with the Parties' mutual consent in accordance with Section 163.3229, Florida Statutes.

11. Amendment and Termination.

A. This Agreement may be amended or terminated with the Parties' mutual consent, in writing signed by both Parties.

B. At the option of Freeman, this Agreement will terminate and be of no further force and effect if a PD rezoning for the Property acceptable to Freeman has not received final approval within two (2) years of the effective date of this Agreement. For purposes of this paragraph, the term "final approval" means that the PD rezoning has been adopted by the Board of County Commissioners of Lee County and all applicable time periods for appealing or other administrative or judicial challenge have expired without such appeal or challenge being filed or, if filed, has been settled or judicially determined in a manner that upholds the validity and approval of the PD rezoning. Freeman may exercise his option to terminate under this sub-paragraph by providing Notice to County as provided in paragraph 14 below. If Freeman exercises his option to terminate the Agreement under this sub-paragraph, development of the Property may not exceed 290 dwelling units unless and until a new Development Agreement is entered into with the County. This limitation will survive the termination of this Agreement pursuant to this sub-paragraph.

12. Periodic Review. The County will annually review the development authorized by this Agreement each year this Agreement is in effect, beginning on the first anniversary of the Effective Date of this Agreement, to determine if there has been good faith compliance with the terms of this Agreement. If the County determines, on the basis of substantial competent evidence, that there has been a failure to comply in good faith with the terms of this Agreement, the County may, after notice to Freeman and a public hearing, modify this Agreement to ensure good faith compliance or may terminate the Agreement.

13. Status Reports. Freeman shall provide an annual written status report to the County to allow the County to conduct its periodic review in accordance with paragraph 12 above. The status report will be filed by Freeman thirty (30) days prior to the anniversary of the Effective Date of this Agreement. The status report will include the following information:

- A. a summary of the development completed for the prior year on the Property;
- B. a cumulative total of all development completed to date on the Property;

- C. the significant local, state, and federal permits which have been obtained or which are pending for the Property by agency, type of permit, permit number, and purpose of permit; and
- D. the status of the Freeman's Commitments and Obligations identified in paragraph 8 above.

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

If to Freeman: Brian S. Freeman
4245 Fowler Street
Fort Myers, FL 33901

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

If to the County: Lee County
2115 Second Street
Fort Myers, FL 33901
Attn: County Manager

with a copy to: Lee County
2115 Second Street
Fort Myers, FL 33901
Attn: Lee County Attorney

15. Remedies. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default. If the default can not reasonably be cured within the ninety (90) day period, such period shall be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.

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

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

18. Entire Agreement; Termination of Prior Agreements. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, regarding the Proposed Development of the Property between the Parties.

19. Conflict of Laws. Pursuant to Section 163.3241, Florida Statutes, if state or federal laws are enacted subsequent to the execution of this Agreement which are applicable to and preclude either Party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws.

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

21. Effective Date. This Agreement will become effective upon full execution by both Parties and recording of the Agreement in the Public Records of Lee County pursuant to paragraph 22 below. As provided in paragraph 8 above, Freeman's obligation to undertake the commitments and improvements identified herein is expressly contingent upon and may not be enforced by the County until a PD rezoning acceptable to Freeman is approved for the Property.

22. Recording of Agreement. This Agreement will be recorded in the Public Records of Lee County by the County within fourteen (14) days of approval by the Lee County Board of County Commissioners. The costs of recording this Agreement will be paid by Freeman.

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

ATTEST:
LINDA DOGGETT,
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair or Vice-Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

FREEMAN:

By: _____
BRIAN S. FREEMAN, the duly
qualified and acting Personal
Representative of the Estate of
Jeffrey B. Freeman

Witnesses:

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by Brian S. Freeman, the duly qualified and acting Personal Representative of the Estate of Jeffrey B. Freeman, who is personally known to me or who has produced _____ as identification.

My Commission Expires:	
	Notary Public
	Print/Type Name of Notary

Exhibits:

- A. Legal Description and Sketch of Property
- B. Sketch of Three Oaks Parkway Alignment
- C. Access Plan Drawing

EXHIBIT A
LEGAL DESCRIPTION

Rhodes & Rhodes Land Surveying, Inc.

28100 Bonita Grande Drive, Suite 107, Bonita Springs, Florida 34135
Phone (239) 405-8166 Fax (239) 405-8163

DESCRIPTION OF A PARCEL OF LAND
LYING IN
SECTION 34, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

A PORTION OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST ONE-HALF (W 1/2) OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL 2:

THE WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LYING WEST OF THE RIGHT-OF-WAY FOR STATE ROAD 93 (I-75), EXCEPT THAT PART OF THE WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LYING WITHIN 162 FEET OF THE SURVEY LINE OF STATE ROAD 93, (I-75) SECTION 12075, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGIN ON THE SOUTHERLY BOUNDARY OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AT A POINT 1562.91 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID SECTION 34, RUN THENCE NORTH 10 DEGREES 38' 33.70" WEST 5292.96 FEET TO THE NORTHERLY BOUNDARY OF SAID SECTION 34, AT A POINT 1525.70 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID SECTION 34.

ALSO LESS AND EXCEPT THAT PART DEEDED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION IN WARRANTY DEED RECORDED IN CLERK'S FILE NUMBER 2008000302387, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF SAID SECTION 34, NORTH 89°28'19"E A DISTANCE OF 921.05 FEET TO THE WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 93 [(I-75 (PER SECTION 12075-2402))] FOR A POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE, SOUTH 89°28'19" WEST A DISTANCE OF 100.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°38'39" WEST A DISTANCE OF 164.81 FEET THENCE SOUTH 89°15'07" WEST A DISTANCE OF 292.72 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 465.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 1099.98 FEET THROUGH A CENTRAL ANGLE OF 135°32'07" WITH A CHORD BEARING NORTH 22°58'47" WEST TO THE END OF SAID CURVE; THENCE NORTH 51°57'19" EAST A DISTANCE OF 448.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 780.51 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 571.22 FEET THROUGH A CENTRAL ANGLE OF 41°55'55" WITH A CHORD BEARING NORTH 23°49'19" EAST TO THE END OF SAID CURVE; THENCE NORTH 02°51'21" EAST A DISTANCE OF 720.56 FEET; THENCE NORTH 00°38'39" WEST A DISTANCE OF 770.05 FEET; THENCE NORTH 03°21'21" EAST A DISTANCE OF 1261.53 FEET TO SAID WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE; THENCE ALONG SAID WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, SOUTH 00°38'39" EAST A DISTANCE OF 4489.49 FEET TO THE POINT OF BEGINNING.

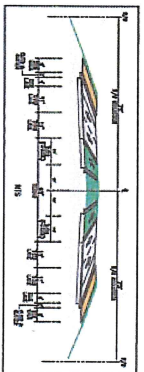
ALSO LESS AND EXCEPT THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, NORTH 00°20'04" WEST A DISTANCE OF 812.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1912.50 FEET; THENCE LEAVING SAID WEST LINE RUN ALONG THE ARC OF THE CURVE TO THE LEFT A DISTANCE OF 103.31 FEET THROUGH A CENTRAL ANGLE OF 3°05'42" WITH A CHORD BEARING NORTH 32°40'15" EAST TO THE END OF SAID CURVE; THENCE NORTH 89°39'56" EAST A DISTANCE OF 88.31 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 465.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 1,020.24 FEET THROUGH A CENTRAL ANGLE OF 125°42'40" WITH A CHORD BEARING SOUTH 27°53'30" EAST TO THE END OF SAID CURVE; THENCE NORTH 89°15'07" EAST A DISTANCE OF 292.72 FEET; THENCE SOUTH 00°38'39" EAST A DISTANCE OF 164.81 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE ALONG SAID SOUTH LINE, SOUTH 89°28'19" WEST A DISTANCE OF 821.05 FEET TO THE POINT OF BEGINNING.

ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 25 EAST, ALSO BEING THE SOUTHEAST CORNER OF FIDDLESTICKS COUNTRY CLUB, A SUBDIVISION RECORDED IN PLAT BOOK 34 AT PAGES 144 THROUGH 160, INCLUSIVE, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE N.01°40'02"E., ALONG THE WEST LINE OF SAID SECTION 34 AND ALONG THE EAST LINE OF SAID FIDDLESTICKS COUNTRY CLUB, A DISTANCE OF 2662.08 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 34; THENCE N.00°58'44"W., ALONG THE

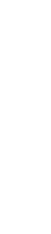
EXHIBIT B
THREE OAKS PARKWAY ALIGNMENT



THREE OAKS PARKWAY NORTH
AIRPORT CANAL TO DANIEL'S PARKWAY

LEE COUNTY DEPARTMENT
OF
TRANSPORTATION
(850) 850-8600
LEE COUNTY PROJECT #033
1851 PINE HAVEN SCHOOL DRIVE

AVILLOW ENGINEERING, INC.
2524 DEL MARCO BLVD., SUITE 200
PINEHURST (252) 972-2077
P.O. BOX 1020
PINEHURST, NC 28570
JANUARY 2013



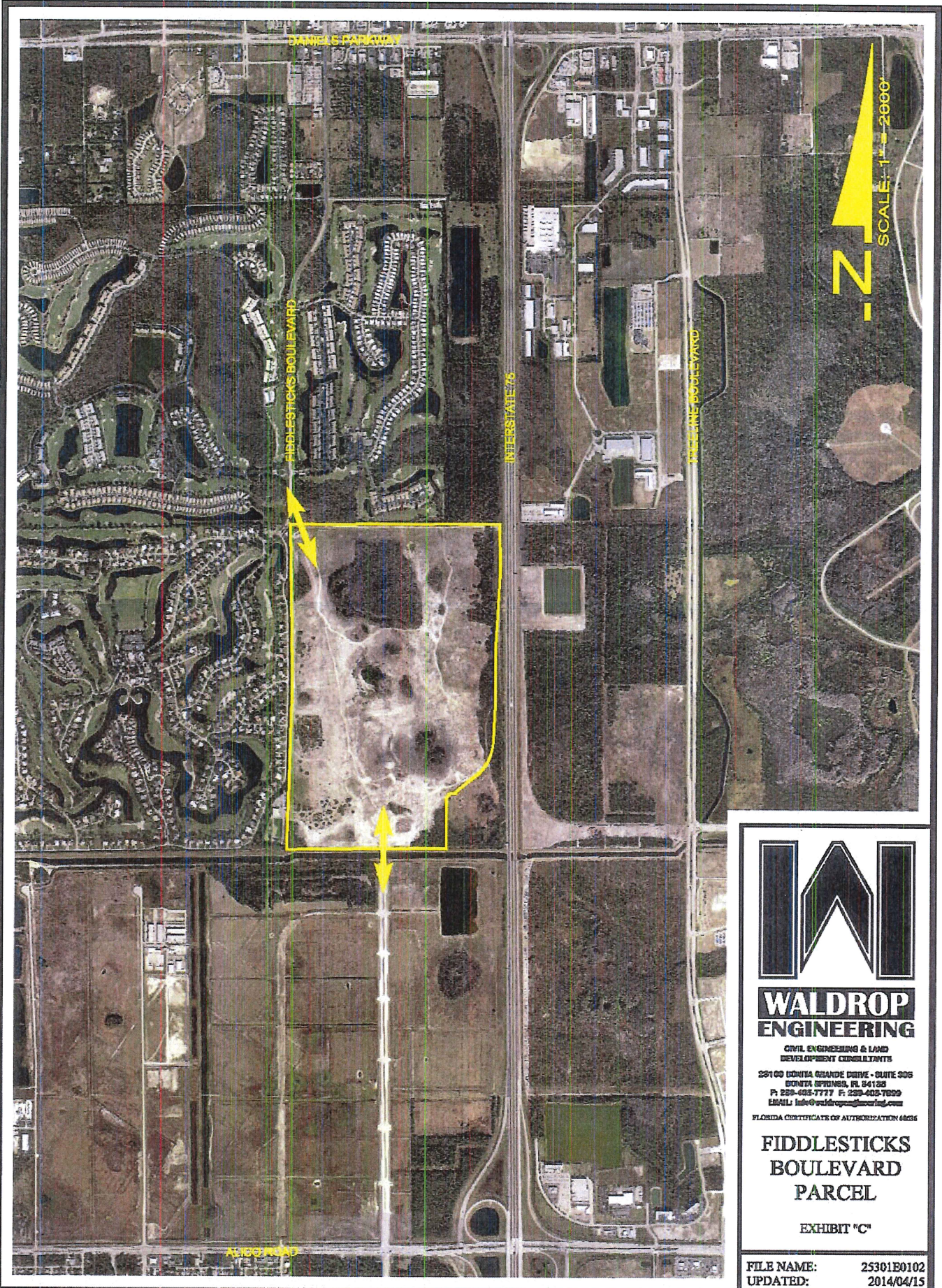
THREE OAKS PARKWAY NORTH
AIRPORT CANAL TO DANIEL'S PARKWAY

LEE COUNTY DEPARTMENT
OF
TRANSPORTATION
(850) 850-8600
LEE COUNTY PROJECT #033
1851 PINE HAVEN SCHOOL DRIVE

AVILLOW ENGINEERING, INC.
2524 DEL MARCO BLVD., SUITE 200
PINEHURST (252) 972-2077
P.O. BOX 1020
PINEHURST, NC 28570
JANUARY 2013

EXHIBIT C
ACCESS LOCATIONS

J:\253-01 Fiddlesticks Boulevard Parcel\AutoCAD\253-01-E01 Aerial Location Plan\Rev00\25301E0102.dwg
4/15/2014 1:38:14 PM



MI
WALDROP
ENGINEERING
CIVIL ENGINEERING & LAND
DEVELOPMENT CONSULTANTS
23100 DONITA GRANDE DRIVE - SUITE 300
DONITA SPRINGS, FL 32132
P: 239-405-7777 F: 239-405-7609
EMAIL: info@waldropengineering.com
FLORIDA CERTIFICATE OF AUTHORIZATION 6826

FIDDLESTICKS
BOULEVARD
PARCEL

EXHIBIT "C"

FILE NAME: 25301E0102
UPDATED: 2014/04/15