

**MORRIS-DEPEW ASSOCIATES, INC.**ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS2914 Cleveland Avenue • Fort Myers, FL 33901
(239) 337-3993 Office • (239) 337-3994 Fax
#LC26000330**LETTER OF TRANSMITTAL**

TO: Lee County Community Development Department 1500 Monroe Street Fort Myers, FL 33901	
DATE: 08-15-13	MDA PROJECT NO.: 12061
ATTENTION: Matt Noble and Brandon Dunn	
RE: River Hall CPA 2012-00001	

We are sending you ☒ Attached ☐ Under separate cover VIA hand delivery the following items:

Copies	Date	No.	Description
6	8-15-2013		Additional documentation to support public facilities narrative
6	8-15-2013		Resolution of the River Hall CDD

These are transmitted as checked below:

- | | | |
|---|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | | <input type="checkbox"/> _____ |
| <input type="checkbox"/> For bids due _____ | | <input type="checkbox"/> Prints returned after loan to M-DA |

REMARKS: Should you have any questions or concerns please contact me. Thank you.

COPY TO: File

SIGNED:

Tina Mayfield Ekblad, MPA, AICP, LEED AP
Director of Planning

AUG 15 2013

COMMUNITY DEVELOPMENT
CPA 2012-00001



River Hall Comprehensive Plan Amendment TEXT AMENDMENT REQUEST

An amendment to Table 1(b), Year 2030 Allocations, of the Lee Plan is proposed to adjust the acreage allocation for the Fort Myers Shores Planning Community commensurate with the acreage of the future land use change. The amendment will reduce the acreage allocation for the Rural Land Use Category from 1,061 acres to 941 acres; and increase the acreage allocation for Sub-Outlying Suburban from 367 acres to 486 acres. Lands will also be transferred into the following categories; 153 acres to Conservation Lands Wetland and 274 acres into Conservation Lands Upland.

Table 1(b)
Fort Myers Shores Planning Community

Future Land Use Category	Remaining	Proposed
Sub-Outlying Suburban	367	<u>486</u>
Rural	1,061	<u>941</u>
Conservation Lands Uplands	<u>0</u>	<u>264</u>
Conservation Lands Wetlands	<u>0</u>	<u>153</u>

RECEIVED

AUG 15 2013

COMMUNITY DEVELOPMENT

CPA 2012-00001



Florida Power & Light Company, P.O. Box 1119, Sarasota, FL 34230-1119

Telephone: (941) 316-6288
Facsimile: (941) 316-6226
Email: mark_l_byers@fpl.com

October 26, 2004

Mr. Kevin McKyton
LandMar Group, LLC
9110 College Pointe Court
Fort Myers, FL 33919

RE: Right of Way Consent Agreement – Hawk's Haven

Dear Mr. McKyton:

Enclosed is the above document which has been executed by FPL.

Feel free to contact me if I can be of further assistance.

Sincerely,

Kelly Lopez for

Mark L. Byers
Sr. Corporate Real Estate Representative

MLB/kl

Enclosure

Line No.: 6A-4, 6 Parcel No.: _____
Line Name: Corbett-Orange River 230kv, Ft. Myers-Hendry 138kv
Structure No.: 6V1, A6V1
Section, Township, Range: 27-43-26

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33403-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "Company", hereby consents to HAWK'S HAVEN DEVELOPMENT, LLC, whose mailing address is 9110 College Pointe Court, Ft. Myers, FL 33919, hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by those certain agreements recorded in Deed Book 230, at Page 106, Deed Book 234, at Page 26 and Deed Book 234, at Page 514, public Records of Lee County, Florida. The said area within Company's right-of-way is hereinafter referred to as the "Lands". The use of the Lands by Licensee, shall be solely for the purpose of a road crossing with associated utilities as shown on the plans and specifications completed by and submitted by Licensee, attached hereto as Exhibit "A". This supercedes the original agreement to FC Hawk's Haven, Inc. dated January 12, 2001 and effectively assigns said agreement to Licensee. In addition to the original purpose, this agreement incorporates a pedestrian path.

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables

shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a forty (40) foot wide setback, twenty (20) feet on each side, from Company's facilities.

5. Trees, shrubs, and other foliage planted or to be planted upon the Lands by Licensee are not to exceed, at maturity, a height of fourteen (14) feet above existing grade. Licensee hereby agrees to maintain the height of all vegetation on the Lands at a height not to exceed fourteen (14) feet above existing grade.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as FPL Entities), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity (Paragraph 12). A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit "A" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

(Acknowledgments on following page)

The parties have executed this Agreement this 26th day of OCTOBER, 2004

Witnesses:

Signature:

Print Name: Kevin McKyton

Signature:

Print Name: Robert Lustick

Witnesses:

Signature:

Print Name: Kevin McKyton

Signature:

Print Name: Patricia Schmitz

FLORIDA POWER & LIGHT COMPANY

By:

Its:

Print Name: John T. Corson

LICENSEE:

HAWK'S HAVEN DEVELOPMENT, LLC

By:

Its:

Print Name: Grady MARS

(Corporate Seal)

CCC/DGE
3740#RW.Con (4C)

Tina Ekblad

To: Russell Schropp
Subject: RE: SR 80

From: Carl A. Barraco [mailto:CarlB@barraco.net]
Sent: Friday, August 09, 2013 5:41 PM
To: Russell Schropp; Grady Miars
Subject: FW: SR 80
Importance: High

Please see the email below from the FDOT. The first two attachments show SR 80 at River Hall in the FDOT Urban Area. The third attachment is a copy of the FDOT Plans Preparation Manual which requires sidewalks in FDOT Urban Areas. I think we can write something up based on this information and attached the exhibits. I was not at the meeting. Do you think this will suffice? From my perspective, this is proof that FDOT wants sidewalks in the area we are offering.

Carl A. Barraco, P.E.
President
Barraco and Associates, Inc.
Civil Engineers ~ Land Surveyors ~ Planners
2271 McGregor Boulevard
Fort Myers, FL 33901
Phone: (239) 461-3170
Fax: (239) 461-3169
www.barraco.net

File:22955

-----Original Message-----

From: DeBoy, Brian T [mailto:Brian.Deboy@dot.state.fl.us]
Sent: Friday, August 09, 2013 12:53 PM
To: Carl A. Barraco
Subject: RE: SR 80

Carl,

As we discussed this morning please see attached, if the sidewalk can be design and constructed to meet the criteria of the PPM and FDOT design standards without adversely impacting the Departments ROW including drainage impacts, I don't believe the Department would have objections. This area does fall in the urban area.

Thanks,

Brian DeBoy

FDOT Fort Myers Operations
239-656-7807

-----Original Message-----

From: Carl A. Barraco [mailto:CarlB@barraco.net]
Sent: Thursday, August 08, 2013 4:18 PM
To: DeBoy, Brian T
Subject: SR 80
Importance: High

Brian, I have tried calling and found out the FDOT office phone lines are down. I have already discussed with Eunice (had to get her by cell phone) and she said you are the person to talk to on the subject. Can you please call me about a segment of SR 80 east of I-75. I only need about 5 minutes. Thanks

Carl A. Barraco, P.E.
President
Barraco and Associates, Inc.
Civil Engineers ~ Land Surveyors ~ Planners
2271 McGregor Boulevard
Fort Myers, FL 33901
Phone: (239) 461-3170
Fax: (239) 461-3169
www.barraco.net

File:22955

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In accepting and utilizing any drawings or other electronic data provided by Barraco and Associates, Inc., the recipient agrees that all such drawings and data are instruments of service of Barraco and Associates, Inc., who shall be deemed the author of the drawings and data, and shall retain all common law, statutory and other rights, including copyrights. Any inconsistencies the recipient discovers will be reported to Barraco and Associates, Inc. and will be corrected by Barraco and Associates, Inc.

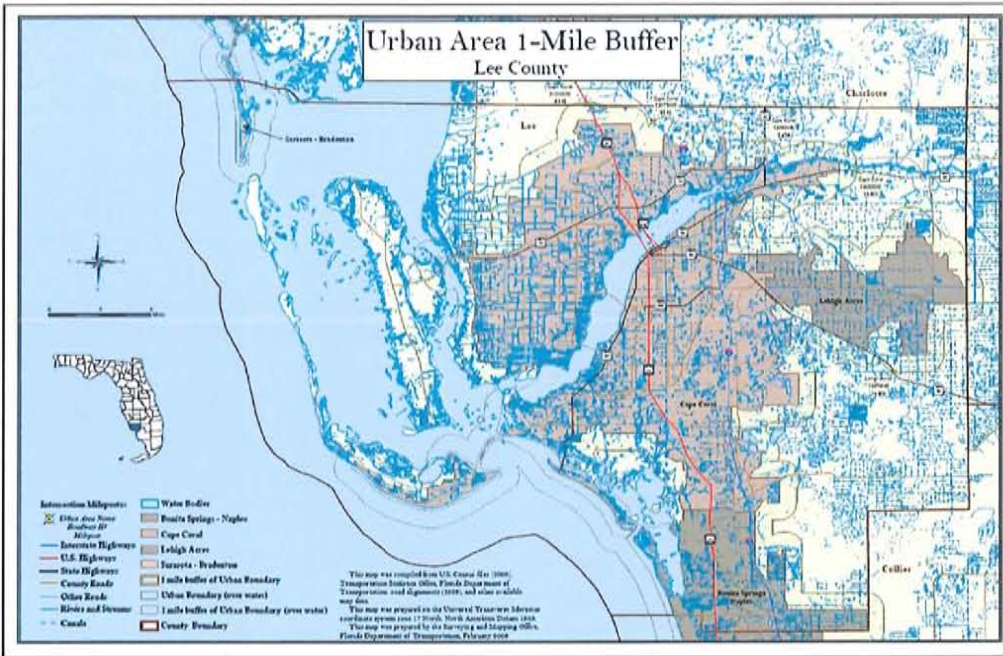
The recipient accepts responsibility for confirming with Barraco and Associates, Inc. that the electronic file is current at the time of use by the recipient. The recipient also agrees to hold Barraco and Associates, Inc. harmless for any cost or damages incurred due to the recipient's use of an outdated electronic file and for any costs associated with updating the recipient's electronic files in the event of future revisions by Barraco and Associates, Inc.

The recipient agrees not to use these drawings and data, in whole or in

part, for any purpose or project other than the project which is the subject of this agreement, nor shall the recipient provide that attached data to any other party not indicated as a recipient in the "To" field of this message. The recipient agrees to waive all claims against Barraco and Associates, Inc. resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than Barraco and Associates, Inc.

In addition, the recipient agrees, to the fullest extent permitted by law, to indemnify and hold Barraco and Associates, Inc. harmless from any damage, liability or costs, including reasonable attorney fees and costs of defense, arising from any changes made by anyone other than Barraco and Associates, Inc. or from any reuse of the drawings and data without the prior written consent of Barraco and Associates, Inc.

Urban Area 1-Mile Buffer Lee County



STRAIGHT LINE DIAGRAM OF ROAD INVENTORY										INT. OF US ROUTE NO.		STATE ROAD NO.		COUNTY		DISTRICT		ROADWAY ID		SHEET	
FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT ONE MAINTENANCE STATISTICS OFFICE										SR 80		LEE		1		12020000		2			
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8.3 Pedestrian Facilities

All roadways and bridges in or within one mile of the urban area where pedestrian travel is allowed shall have separate walking areas such as sidewalks or shared use paths. Refer to **Section 8.6** for shared use paths.

8.3.1 Sidewalks

Sidewalks are walkways parallel to the roadway and designed for use by pedestrians. Sidewalks should be provided along both sides of roadways that are in or within one mile of an urban area. If sidewalks are constructed on the approaches to bridges, they should be continued across the structure. If continuous sidewalks are constructed on only one side of the street, pedestrians should be provided access to facilities and services located on the opposite side of the street.

Modification for Non-Conventional Projects:

Delete the second sentence of the above paragraph and see RFP for additional requirements.

The minimum width of a sidewalk shall be 5 feet on both curb and gutter and flush shoulder roadways. The minimum separation for a 5-foot sidewalk from the back of curb is 2 feet. If the sidewalk is located adjacent to the curb, the minimum width of sidewalk is 6 feet.

Grades on sidewalks shall not exceed 5% when not adjacent to a travel way unless accessible ramps are provided. There should be enough sidewalk cross slope to allow for adequate drainage, however the maximum shall be no more than 2% to comply with ADA requirements. Where practical, a clear 1-foot wide graded area (with a maximum 1:6 slope) should be provided adjacent to the sidewalk. Edge drop-offs should be avoided. When drop-offs cannot be avoided, they should be shielded as discussed in **Section 8.8**.

A 5-foot wide (minimum) sidewalk that connects a transit stop or facility with an existing sidewalk or shared use path shall be included to comply with ADA accessibility standards.

Particular attention shall be given to pedestrian accommodations at the termini of each project. If full accommodations cannot be provided due to the limited scope or an existing

sidewalk is not present at the termini, the designer shall extend the sidewalk to the next appropriate pedestrian crossing or access point. If pedestrian facilities are provided, they shall be connected with facilities on the adjoining projects. In all cases, the District Pedestrian/Bicycle Coordinator shall be contacted for input on making a determination regarding continuous passage.

New sidewalks shall be placed as far from the roadway as practical in the following sequence of desirability:

1. As near the right of way line as possible.
2. Outside of the clear zone.
3. Five feet from the shoulder point on flush shoulder roadways.
4. At the shoulder point.

Sidewalks shall not be constructed contiguous to the roadway pavement. Nearing intersections, the sidewalk should be transitioned as necessary to provide a more functional crossing location that also meets driver expectation. Further guidance on the placement of stop or yield lines and crosswalks is provided in the [MUTCD, Part 3](#) and the *Design Standards, Indexes 17344 and 17346*.

8.3.2 Accessibility Considerations

Sidewalks and shared use paths must be designed in accordance with ADA. Refer to the *Design Standards* for additional details.

Pull boxes, manholes (and other utility covers), and other types of existing surface features in the location of a proposed curb ramp or detectable warning should be relocated when feasible. When relocation is not feasible, the feature shall be adjusted to meet the ADA requirements for surfaces (including the provision of a nonslip top surface, and adjustment to be flush with and at the same slope as the adjacent surface).

The detectable warning systems on the QPL are designed to work with concrete surfaces. In areas where the pedestrian facility has an asphalt surface, such as a shared use path, the engineer must specify an appropriate detectable warning system. In these cases, consider including a short section of concrete that will accommodate any system.

To assist pedestrians who are visually or mobility impaired, curb ramps should be parallel to the crossing. By providing ramps parallel to the crossing, the pedestrian is directed

into the crossing. At intersections where more than one road is crossed, each crossing should have a separate curb ramp. Under no circumstance shall a curb ramp be installed allowing a pedestrian or bicyclist to enter a crossing without providing a curb cut (or at grade sidewalk if no curb is present) on the opposite side of the crossing. Crossings shall also meet the same grade and cross slope requirements as sidewalks where the grade should not exceed 5%, and the maximum cross slope shall be no more than 2%.

Project design shall include an evaluation of existing driveways to determine if it is feasible to upgrade nonconforming driveway turnouts to meet the criteria in ***Design Standards, Indexes 304, 310 and 515***. Nonconforming driveways are not required to be upgraded if it is not feasible within the scope of the project.

8.3.3 Crosswalks

Crosswalks occur at all intersections, whether or not they are marked and on any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface. Crossings should be convenient and minimize the pedestrian's exposure in the roadway. Crosswalks are defined in ***Florida Statutes 316.003(6)***.

There are a number of treatments that may be used to help pedestrians safely across the street, whether crossing at an intersection or midblock. A marked crosswalk is one of these tools. Marking of crosswalks helps drivers better identify the intersection, guides the pedestrian to the best crossing location and provides guidance for people with low vision.

The criteria provided in this section do not apply to school crossings.

Additional guidance on marked crosswalks can be found in the [***AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities***](#) and [***FHWA's Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations: Executive Summary and Recommended Guidelines***](#).

8.3.3.1 Crosswalks at Intersections

Marked crosswalks shall be provided at all side streets where a pedestrian facility meets the roadway. As roadway volumes, speeds and number of travel lanes increase, marked crosswalks are best used in conjunction with other treatments (including

signals, signs, beacons, curb extensions, raised medians, refuge islands, and enhanced overhead lighting).

When separated right turn lanes are used, place crosswalks so that an approaching motorist has a clear view of the pedestrian, and the crossing distance is minimized.

New marked crosswalks at uncontrolled intersection locations (without signals, stop or yield signs) shall be coordinated with the District Traffic Operations Office. Marked crosswalks on an uncontrolled leg of an intersection shall be supplemented with other treatments (which may include beacons, curb extensions, raised medians, raised traffic islands, or enhanced overhead lighting) when any of the following conditions exist:

1. Where posted speeds are greater than 40 mph.
2. On a roadway with 4 or more lanes without a raised median or raised traffic island that has an ADT of 12,000 or greater.
3. On a roadway with 4 or more lanes with a raised median or raised traffic island that has or is projected to have (within 5 years) an ADT of 15,000 or greater.

Roundabouts present a unique challenge for the design of pedestrian crossings. In a roundabout, the crosswalk markings should comply with the **MUTCD, Part 3, [NCHRP Report 672 Roundabouts: An Informational Guide, Second Edition](#)** and the **FDOT Traffic Engineering Manual**.

8.3.3.2 Midblock Crosswalks

Midblock crosswalks can be used to supplement the pedestrian crossing needs in an area between intersections. This can provide pedestrians with a more direct route to their destination. Midblock crosswalks should be illuminated, marked and signed in accordance with the **MUTCD, Traffic Engineering Manual, (Section 3.8)** and **Design Standards, Index 17346**. Pedestrian-activated, signalized midblock crosswalks may be appropriate at some locations, but the locations must meet the warrants established in the **MUTCD**.

In addition to the requirements in **Section 8.3.3.1**, the following conditions also apply:

1. Midblock crosswalks should not be located where the spacing between adjacent intersections is less than 660 feet
2. Midblock crosswalks should not be located where the distance from the crosswalk to the nearest intersection (or crossing location) is less than 300 feet

3. Midblock crosswalks shall not be provided where the crossing distance exceeds 60 feet (unless a median or a crossing island is provided)
4. Midblock crosswalks shall not be provided where the sight distance for both the pedestrian and motorist is not adequate (stopping sight distance per **Table 2.7.1**)
5. Midblock crosswalks shall not be located where the ADA cross slope and grade criteria along the crosswalk cannot be met (per **Section 8.3.2**).

An engineering study is required before a marked midblock crosswalk is installed at an uncontrolled location. This study shall examine such factors as sight distance for pedestrians and vehicles (stopping sight distance), traffic volume, turning volumes near proposed crosswalk location, roadway width, presence of a median, lighting, landscaping, drainage, traffic speed, adjacent land use (pedestrian generators / destinations), pedestrian volume and existing crossing patterns. Midblock crosswalks should only be used in areas where the need truly exists, and the engineering study will help to determine if an uncontrolled midblock crosswalk is a viable option. Refer to the Department's [Manual on Uniform Traffic Studies \(MUTS\)](#).

If any problem areas are identified that would preclude the placement of a justified midblock crosswalk, additional features must be included in the design to remedy those problem areas before a midblock crosswalk can be placed at that location. Features like overhead signing can help alert motorists and be used to light the crossing. Curb extensions or bulb-outs can improve sight distance and decrease the crossing distance. Adjustment of the profile on the roadway crossing may be required to improve the cross slope of the crosswalk.

RESOLUTION 2013-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER HALL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE PLATS, SIGN PERMIT APPLICATIONS, EXECUTE CONVEYANCES AND OTHER REAL ESTATE DOCUMENTS, AND REPRESENT THE DISTRICT BEFORE GOVERNMENT AGENCIES; RATIFYING THE EXECUTION OF AN AFFIDAVIT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the River Hall Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District was established for the purpose of planning, financing, establishing, acquiring, constructing, operating and maintaining infrastructure systems, facilities, and services to and for the lands within the District as reflected in the Engineer's Report ("Infrastructure Work"); and

WHEREAS, the District is required, from time to time, to execute plats for lands within its boundaries, to accept or provide conveyances of real property as set forth in the Engineer's Report and other documents, and to submit permit applications to various state, federal and/or local government entities, all in connection with the District's charter and activities; and

WHEREAS, the Board of Supervisors desires that the Chairman be authorized to sign permit applications, accept or execute conveyances of real property, execute plats, and other related real estate documentation provided that such actions have been reviewed and approved by the District's Engineer and legal counsel; and

WHEREAS, the District is also required, from time to time, to consult with various, state, federal and/or local government entities in order to express its position on various matters affecting the District; and

WHEREAS, in order to facilitate consistent communications between the District and other units of local government, the Board of Supervisors of the District desires to authorize the Board's Chairman to represent the District during consultations with various government entities and execute such documents to avoid delays in the furtherance of the District's charter and activities; and

WHEREAS, following consultation with District Counsel, the District Chairman executed an Affidavit for Public Hearing, attached hereto as **Exhibit A**, which was submitted to Lee County (the "Affidavit"), relating to the District's consent as landowner to various land use changes being proposed by the developer of the project being developed within the District, which changes do not impact the use of the lands owned by the District; and

WHEREAS, Lee County has subsequently requested ratification of the Affidavit by the Board of Supervisors; and

WHEREAS, it is in the District's best interests and the District desires to ratify and confirm the Chairman's execution of the Affidavit.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE RIVER HALL COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Chairman of the District Board of Supervisors is hereby authorized to sign permit applications, accept or execute conveyances of real property, execute plats, and other related real estate or similar documentation provided that such actions have been reviewed and approved by the District's Engineer and legal counsel, when deemed necessary by the Chairman.

SECTION 3. The Chairman of the District Board of Supervisors is hereby authorized to represent the District during consultations with various government entities. Nothing herein is intended to prevent any member of the Board of Supervisors or District staff from expressing personal opinions or speaking on their own behalf, but rather to streamline effective and consistent communications in the absence of specific Board direction related to a particular matter or issue.

SECTION 4. The actions of the Chairman in executing and delivering the Affidavit are hereby determined to be in the best interests of the District and are hereby ratified, approved, and confirmed in all respects.

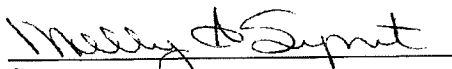
SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this 14th day of August, 2013.

ATTEST:

**BOARD OF SUPERVISORS OF THE
RIVER HALL COMMUNITY
DEVELOPMENT DISTRICT**


Secretary



Chairman

EXHIBIT A

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. Miers, 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. Miers
(Typed or printed name)



STATE OF FLORIDA
COUNTY OF Dernanda

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 01/04/13 (date) by Graydon E. Miers (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

Ellen Johnson
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: